



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Coffey County Land Title
Issuing Office: 424 Neosho, Burlington, KS 66839
Issuing Office's ALTA® Registry ID: 0001151
Commitment No.: 225-027
Issuing Office File No.: 225-027
Property Address: 000 W 181st St, Scranton, KS 66537

SCHEDULE A

1. Commitment Date: January 29, 2025 at 08:00 AM
2. Policy to be issued:
3. The estate or interest in the Land at the Commitment Date is: Fee Simple
4. The Title is, at the Commitment Date, vested in:

Annie O Apartments, LLC, an Iowa Limited Liability Company.
5. The Land is described as follows:

The West Half of the Northeast Quarter (W½ NE¼) of Section Twenty-two (22), Township Fifteen (15) South, Range Fifteen (15), East of the Sixth Principal Meridian, Osage County, Kansas.

First American Title Insurance Company

By: 
Coffey County Land Title

This page is only a part of a 2021 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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SCHEDULE B, PART I - Requirements

Commitment No.: 225-027

File No.: 225-027

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

TO BE FILED IN THE OSAGE COUNTY REGISTER OF DEEDS:

1. A FULL Release of Mortgage executed by Annie O Apartments, LLC to Landmark National Bank in the amount of \$192,000.00, dated March 23, 2022, filed March 24, 2022 and recorded in Book N60, page 23 in the Office of the Register of Deeds of Osage County, Kansas.
2. A Deed executed by Annie O Apartments, LLC, a Iowa Limited Liability Company, to TBD.
3. A new Mortgage if needed.

TO BE FILED IN OSAGE COUNTY DISTRICT COURT:
NONE.

WE NEED THE FOLLOWING DOCUMENTS FOR OUR FILES:

1. A signed and notarized Owners Affidavit.
2. Proof that Annie O Apartments, LLC is in active and good standing with the Iowa Secretary of State.
3. A copy of the Annie O Apartments, LLC Articles of Organization and Operating Agreement.

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SCHEDULE B
(Continued)

Commitment No.: 225-027
File No.: 225-027

SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, unless such lien is shown by the Public Records at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. The Lien of the General Taxes and Special Assessments for the year 2025, and subsequent years, not due and payable.
8. 2024 Taxes on Tax ID#06480 were \$748.42 and are paid in full.
9. Subject to easements and rights of way for highways, streets and roads.
10. Subject to Osage County Comprehensive Plan Update - 1983 Zoning Regulations, Subdivision Regulations, recorded March 2, 1994 in Book M 41, page 926 and all amendments thereto in the Office of the Register of Deeds of Osage County, Kansas.

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