



First American Title™

Commitment for Title Insurance
Kansas - 2021 v. 01.00 (07-01-2021)



COMMITMENT FOR TITLE INSURANCE SCHEDULE A

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

Issuing Agent: Lawyers Title of Kansas, Inc.

Issuing Office: 701 Missouri Alma, KS 66401

Issuing Office's ALTA® Registry ID: 1065729

Loan ID Number:

Issuing Office File Number: Order ID 79635

Property Address: 17351 Whitetail Rd Eskridge, KS 66423

Revision Number: N/A

1. Commitment Date: **12/29/2025 07:00 AM**

2. Policy to be issued:

(a) **2021 ALTA® Owner's Policy:**

**Proposed Insured: Purchaser with contractual rights under a purchase agreement with the
vested owner identified at Item 4 below**

Proposed Amount of Insurance: \$100.00

The estate or interest to be insured: Fee Title

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:

**James M. Warren Trustee of the Amended and Restated James M. Warren Trust created under
agreement dated 07/02/97**

5. The Land is described as follows: **See Next Page Schedule A for Legal Description**

LAWYERS TITLE OF KANSAS, INC.

By: _____



Bla J Head
Authorized Signatory

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





LTK Order ID 79635

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Legal Description

The Southeast Quarter (SE 1/4); and the North Half (N 1/2) of the Southwest Quarter (SW 1/4); and the East twenty (20) acres of the South Half (S 1/2) of the Southwest Quarter (SW 1/4), all in Section Ten (10), Township Fourteen (14) South of Range Twelve (12) East of the 6th Principal Meridian, Wabaunsee County, Kansas.

The Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) and the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4), all in Section Ten (10), Township Fourteen (14), South of Range Twelve (12), East of the 6th P.M., Wabaunsee County, Kansas.

[The following is/are the last document(s) transferring title of record and are provided for informational purposes only:

Quit Claim Deed dated August 6, 1997, executed by James M. Warren and Geraldine F. Warren, husband and wife, to James M. Warren, as Trustee of the Amended and Restated James M. Warren Trust created under agreement dated 07/02/97, filed August 25, 1997, in R85 Page 75.

Warranty Deed dated December 29, 1986, executed by James M. Warren and Geraldine F. Warren, husband and wife, to James M. Warren and Geraldine F. Warren, husband and wife, as Joint Tenants, filed January 12, 1987, and recorded in R42 Page 266.

Administrator Deed dated April 7, 1982, executed by Lois I. Spees, Administrator of the Estate of John S. Bower, deceased, to James M. Warren and Geraldine F. Warren, his wife, as Joint Tenants, filed May 21, 1982, and recorded in R27 Page 193.

Warranty Deed dated December 17, 1986, executed by Juanita B. Warren, a single person, to James M. Warren, D. Darlene Kelley and L. Elaine Johnson, filed December 19, 1986, and recorded in R42 Page 147.

Warranty Deed dated December 17, 1986, executed by L. Elaine Johnson and C. Leigh Johnson, her husband; and D. Darlene Kelley and Billy C. Kelley, her husband, to James M. Warren, filed December 19, 1986, and recorded in R42 Page 148. Undivided 2/3 int.]

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



LTK Order ID 79635

SCHEDULE B, PART I Requirements

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.**
5. **In the event that the subject property is subject to a Homeowners Association which collects dues or other assessments, furnish proof that said sums are paid.**
6. **Require payment of the real estate taxes and any special assessments due and payable therewith for the last half of the year 2025.**

2025 Real Estate Taxes: \$4,339.94

ID Number - 01836;cam;a;242-10-0-00-002-00-0-01

(The above tax data is provided as a courtesy only, and no liability is assumed by the title company for providing the tax amount. Prior to closing this transaction, a check must be made at the office of the County Clerk to verify that the Identification Number, legal description, general taxes and special assessments are correct and complete.)

7. **Furnish for our approval a certification of trust that is given pursuant to KSA 58a-1013 of the Kansas Uniform Trust Code, which must be executed by all of the current trustees of the Amended and Restated James M. Warren Trust created under agreement dated 07/02/97.**
8. **Furnish the Company a properly executed Sellers/Owners Affidavit and Indemnity Form.**
9. **Furnish Trustee's Deed properly executed by James M. Warren Trustee of the Amended and Restated James M. Warren Trust created under agreement dated 07/02/97, to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below; together with Kansas real estate sales validation questionnaire fully completed and signed to accompany said Deed.**

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





NOTE: In the event that the current trustee(s) are one and the same as the Grantor-Settlor of the trust, AND/OR the Land is the current trustee(s) homestead, we require the trustee(s), and spouse, if any, to join in the conveyance Deed as individuals.

10. Return for supplemental report.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





LTK Order ID 79635

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 encumbrance, violation, variation or adverse circumstance, boundary lines overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.
5. Any lien, or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments, if any, not shown as existing liens by the Public Records; also taxes and assessments for the year 2026 and subsequent years.
7. Public roads and highways.
8. Wabaunsee County Planning Commission and Subdivision Regulations.
9. Agreement by and between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY and Public, Declaration of Abandonment filed April 3, 1975, recorded in R5 Page 397.
10. Oil and Gas Lease granted to Kevin Wilson, recorded in R18 Page 398.
11. Oil and Gas Lease granted to Nick Oil & Gas Leasing, Inc., recorded in R34 Page 401.
12. Oil and Gas Lease granted to Nick Oil & Gas Leasing, recorded in R35 Page 216.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





13. Oil and Gas Lease granted to Western Land Services, Inc., recorded in R115 Page 95.
14. For each policy to be issued and identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions, or requirements after the designation of the Proposed Insured.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

