



Kansas Secured Title, Inc. - El Dorado
P.O. Box 393
220 W. Central Ave., Suite 100
El Dorado, Kansas 67042
Phone: 316-320-2410 Fax: 316-320-2452

Transaction Information

The information in this section is provided as a courtesy and is not a part of the commitment.

KST File 5140931		Loan No.	Customer File
		Your Closer is:	
If KST is to handle closing and a closer is not listed please contact our office.			
Gia Garner		Your Title Officer is	
		316-320-2410	ggarner@kstitle.com
Buyer:	Sandra J. Emlet or designee.		
Seller:	Sandra J. Emlet		
Property Address: 2845 W. Central Ave El Dorado, KS 67042			

CALL OUR OFFICE TO VERIFY WIRE INSTRUCTIONS BEFORE YOU WIRE ANY FUNDS
DO NOT RELY ON EMAILED WIRE INSTRUCTIONS FROM ANY SOURCE

The title examination reveals no open mortgages encumbering the real estate in question. Prior to closing, it will be necessary to confirm to the Company that there are no open mortgages relating to the real estate in question.

INFORMATION FROM THE COUNTY TAX RECORDS:

Tax ID 8-280000
Taxes for 2018:
General Tax: \$362.86
Special Assessments: \$0.00
Total: \$362.86
2018 taxes are first half paid.

TITLE CHAIN: FOR INFORMATION WE NOTE THE FOLLOWING DEED(S) APPEARING ON THE RECORD:

Warranty Deed from Rosemary Burr Holthaus, a single person, to Sandra J. Emlet, recorded January 15, 2014, in Book 2014, Page 405; Trustee's Deed from O. J. Connell, Jr. Living Trust dated the 1st day of December, 1995, to Sandra J. Emlet, recorded January 15, 2014, in Book 2014, Page 406; Trustee's Deed from Mary K. Connell Living Trust dated the 16th day of July, 1998 to Sandra J. Emlet, recorded January 15, 2014, in Book 2014, Page 407; Warranty Deed from Mike Burr, a single person to Sandra J. Emlet, recorded January 15, 2014, in Book 2014, Page 408; Warranty Deed from Chelli Kordes and Jerry G. Kordes, wife and husband, to Sandra J. Emlet, recorded January 15, 2014, in Book 2014, Page 409; Warranty Deed from Scott Burr aka Gregory Scott Burr, Sr., to Sandra J. Emlet, recorded January 15, 2014, in Book 2014, Page 410; Warranty Deed from Sara May and Gary May, wife and husband, to Sandra J. Emlet, recorded January 15, 2014, in Book 2014, Page 411; Warranty Deed from Velma Burr Staten and Arlie E. Staten, Jr., her husband, to Sandra J. Emlet, recorded January 15, 2014, in Book 2014, Page 412.

No other instrument conveying title to the land appears within the 24 months preceding the date of this commitment. This information is shown to evidence transfers of title within the last 24 months and should not be construed as an abstract or representation of title.

E-RECORDING: OUR COMPANY E-RECORDS IN ALL COUNTIES WHERE THIS SERVICE IS OFFERED. An electronic recording service fee of \$5.00 per document will be assessed at the time of recording.

LOAN POLICY ENDORSEMENTS ALTA 4 Condominium, ALTA 5 P.U.D., ALTA 6, 6.1 or 6.2 Variable Rate, ALTA 8.1 Environmental and ALTA 9 Comprehensive, as applicable, are included at no additional charge. For other endorsements please contact our office.

CLOSING FUNDS, pursuant to KSA 40-1137(c), funds for closing in excess of \$2,500.00 must be in the form of a wire transfer or bank issued check (cashier's, tellers, money order).

RECORDING FEES are generally \$21.00 for the first page and \$17.00 for each additional page of each document. Recording

fees for releases and assignments of a single mortgage will be \$20.00 for the first page and \$4.00 for each additional page. Kansas Mortgage Registration Tax will be payable at the rate of \$0.50 per \$1000 of indebtedness. After January 1, 2019, no Registration Tax will be assessed.

ANY DEED to be recorded must be accompanied by a Kansas Real Estate Sales Validation Questionnaire (original form, in triplicate) unless a valid exemption is stated on the face of the deed pursuant to KSA 17-1437.

REAL ESTATE TAXES are billed on November 1 of the tax year and are due and payable at that time. The first half becomes delinquent on December 20 of the tax year; the second half becomes delinquent on May 10 of the following year.

COMMITMENT FOR TITLE INSURANCE
Issued by
Old Republic National Title Insurance Company

SCHEDULE A

File No: 5140931	Revision.	Customer File
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1. Commitment Date: December 20, 2018, 05:00 pm
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy Premium Amount:
 Proposed Insured: Sandra J. Emlet or designee.
 Proposed Policy Amount: \$1,000.00
 - (b) 2006 ALTA® Loan Policy Premium Amount:
 Proposed Insured:
 Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:

 Sandra J. Emlet

Continued next page.

By
Countersigned
Kansas Secured Title, Inc. - El Dorado

By 

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Schedule A continued.

5. The Land is described as follows:

Beginning 85.6 feet South and 1043.5 feet West of the Northeast Corner of the Southwest Quarter of Section 4, Township 26 South, Range 5 East of the 6th P.M.; thence South 411.2 feet, West 208.7 feet, North 410.8 feet, East 208.7 feet to the point of beginning, Butler County, Kansas. Subject to public road.

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COMMITMENT FOR TITLE INSURANCE
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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. FURNISH executed Owner's Affidavit and Certification as prescribed by the Company.
6. Record Warranty Deed from Sandra J. Emlet, stating marital status and joined by spouse, if any, to Sandra J. Emlet or designee along with a Real Estate Sales Validation Questionnaire.
7. Payment of the second half of the 2018 taxes.

End of Requirements

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COMMITMENT FOR TITLE INSURANCE
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SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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 circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. General Taxes and Special Assessments for the first half of the year 2018 and subsequent years, not now due and payable.
8. Grant of Right of Way to Kansas Gas and Electric Company, filed February 1, 1923 in Misc. Book 65, Page 355; Partial Release of Easement filed November 12, 1985 in Misc. Book 412, Page 174.
9. Right of Way Easement to Kansas Gas and Electric Company, filed November 15, 1949 in Misc. Book 170, Page 414.
10. Pipe Line Right of Way to The Vickers Petroleum Co., Inc., filed January 9, 1952 in Misc. Book 182, Pages 399, 400, 401 and 402 AND filed September 18, 1953 in Misc. Book 194, Pages 364, 366, 368 and 370; Modification of Pipe Line Right of Way Agreements filed August 21, 2009 in Book 2010, Pages 7322 and 7324 and a re-recording filed August 24, 2009 in Book 2010, Page 7400; and any instruments pertaining thereto.

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11. Assignment of Pipe Line Rights of Way, filed December 15, 1954 in Misc. Book 201, Page 128, which assignment references several pipe line rights of way located in the Southwest Quarter and the Southeast Quarter of Section 4, Township 26 South, Range 5 East of the 6th P.M. which may be unrecorded (no Book and Page information is provided on the assignment); and any instruments pertaining thereto.
12. Option to Service Pipe Line Company, filed July 9, 1957 in Misc. Book 216, Page 130, AND filed July 13, 1957 in Misc. Book 216, Pages 192 and 194, AND filed July 26, 1957 in Misc. Book 216, Page 342; and any instruments pertaining thereto.
13. Rights and liabilities in connection with the Upper Walnut Watershed Joint District Number 33 of Butler and Chase Counties, Kansas, of which the subject property is a part, as evidenced by instruments filed in Misc. Book 236, Page 13 and Misc. Book 262, Page 85.
14. Any temporary or permanent easements, rights of access, access control, restrictions, if any, and all other matters acquired by condemnation for highway purposes, filed in the District Court of Butler County, including, but not limited to, Case No. 25530 filed April 17, 1961, Case No. 93 C 106 filed April 5, 1993 and appealed in Case No. 93 C 312 filed September 17, 1993.
15. Grant of Right of Way to Western Resources, Inc., filed April 8, 1994 in Misc. Book 702, Page 284, and any instruments pertaining thereto.
16. Permit from the Chief Engineer of the Division of Water Resources, Kansas Department of Agriculture to the City of El Dorado "giving his consent to the construction of an 8 in. aerial sewer line crossing across a tributary to the Walnut River at a location in the E 1/2 of the NW 1/4 of the SW 1/4 of Section 4, Township 26 South, Range 5 East", filed May 4, 2000 in Book 939, Page 146 AND "...in the NW 1/4 of the SW 1/4 of Section 4, all in Township 26 South, Range 5 East", filed August 15, 2000 in Book 951, Page 307.
17. Affidavit and General Notice of Surface Rights, filed April 25, 2005 in Book 1326, Page 35.
18. Outstanding oil and gas leases and outstanding title to all oil, gas and other minerals within and underlying the subject property vested in other persons and this policy does not insure against loss or damage by reason of the mining rights and other rights, privileges and immunities relating to such oil, gas and other minerals and does not insure against loss or damage due to operations on the surface of insured premises in connection with oil, gas and other minerals or by virtue of any existing or future oil and gas lease covering such premises; and any instruments pertaining thereto.
19. Consent Agreement filed September 11, 2003 in Book 1190, Page 138 wherein Vess Oil Corporation consents to the construction and development of facilities " over, above and across that certain saltwater pipeline"; Assignment of Consent Agreement filed October 31, 2003 in Book 1204, Page 184.
20. Access Easement, by and between Wal-Mart Real Estate Business Trust and Sandra Emlet, filed for record June 11, 2014, and duly recorded in Book 2014, Page 4482.

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