



SERVICE BEYOND EXPECTATION

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 5141290 | | Loan No. | Customer File |
| | | Your Closer is: | |
| If KST is to handle closing and a closer is not listed please contact our office. | | | |
| | | Your Title Officer is | |
| Gia Garner | | 316-320-2410 | ggarner@kstitle.com |
| Buyer: | To Be Determined | | |
| Seller: | Thurrel R. Jeffries | | |
| Property Address: | 407 S. 3rd St. Towanda, KS 67144 | | |
| Property Address: | 0 S. 3rd Towanda, KS 67144 | | |

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

INFORMATION FROM THE COUNTY TAX RECORDS:

Tax ID [14-169000](#) - Lots 1-6, Blk 4, Mooney's 2nd
 Taxes for 2018:
 General Tax: \$913.10
 Special Assessments: \$504.50
 Total: \$1,417.60
 2018 taxes are NOT paid.
 2017 2nd Half taxes are NOT paid - \$504.52.

Tax ID [14-412000](#) - Block 10, Railroad Addition
 2018 General Tax: \$10.26 Special Assessments: \$0.00; Total: \$10.26
 2018 taxes are NOT Paid
 2017 taxes are NOT Paid - \$10.42.

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

Waranty Deed from Kenneth L. Fuller, a single person, to Thurrel R. Jeffries and Frances M. Jeffries , recorded September 28, 1984, in [Book 377, Page 12.](#)
 (NOTE: The Certificate of Death of Frances Maxine Jeffries was recorded September 15, 1997 in Book 821, Page 330.)

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. 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.

ALTA Commitment for Title Insurance

| | |
|---|---|
|  | <p>Issued By Old Republic National Title Insurance Company</p> <p>NOTICE</p> |
|---|---|

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.


COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 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; and Schedule B, Part II - Exceptions.

Countersigned
Kansas Secured Title, Inc. - El Dorado

By 

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
 A Stock Company
 400 Second Avenue South, Minneapolis, Minnesota 55401
 (612) 371-1111

By  President

Attest  Secretary

ORT Form 4690
 ALTA Commitment for Title Insurance 8-1-16

This page is only a part of a 2016 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; and Schedule B, Part II-Exceptions.

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

SCHEDULE A

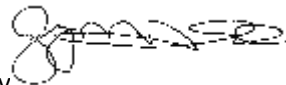
| | | |
|------------------|-----------|---------------|
| File No: 5141290 | Revision. | Customer File |
|------------------|-----------|---------------|

1. Commitment Date: March 20, 2019, 05:00 pm
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy Premium Amount:
 Proposed Insured: To Be Determined
 Proposed Policy Amount:
 - (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:

 The Estate of Thurrel R. Jeffries, deceased

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:

Lots 1, 2, 3, 4, 5 and 6, Block 4, MOONEY'S 2ND ADDTION, City of Towanda, Butler County, Kansas.

AND

Block 10, RAILROAD ADDITION, City of Towanda, Butler County, Kansas.

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COMMITMENT FOR TITLE INSURANCE
Issued by
Old Republic National Title Insurance Company
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. The Company requires a copy of the fully executed sales contract setting forth the names of all parties and the sales price of the subject property and this commitment must be updated to show any additional exceptions and/or requirements prior to closing.
7. Record Administrators Deed from Hugh W. Gill, Administrator of The Estate of Thurrel R. Jeffries, deceased, to a Buyer To Be Determined along with a Real Estate Sales Validation Questionnaire.
8. Pay the 2018 real estate taxes.
9. Pay the 2017 real estate taxes.

End of Requirements

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COMMITMENT FOR TITLE INSURANCE
Issued by
Old Republic National Title Insurance Company
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 year 2019 and subsequent years.

End of Exceptions

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

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- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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FACTS
**WHAT DOES OLD REPUBLIC TITLE
DO WITH YOUR PERSONAL INFORMATION?**

| | |
|--------------|---|
| Why? | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do. |
| What? | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> Social Security number and employment information Mortgage rates and payments and account balances Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> |
| How? | All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing. |

| Reasons we can share your personal information | Does Old Republic Title share? | Can you limit this sharing? |
|--|--------------------------------|-----------------------------|
| For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus | Yes | No |
| For our marketing purposes — to offer our products and services to you | No | We don't share |
| For joint marketing with other financial companies | No | We don't share |
| For our affiliates' everyday business purposes — information about your transactions and experiences | Yes | No |
| For our affiliates' everyday business purposes — information about your creditworthiness | No | We don't share |
| For our affiliates to market to you | No | We don't share |
| For non-affiliates to market to you | No | We don't share |

Questions

 Go to www.oldrepublictitle.com (*Contact Us*)

| Who we are | |
|---|---|
| Who is providing this notice? | Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates. |
| What we do | |
| How does Old Republic Title protect my personal information? | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy . |
| How does Old Republic Title collect my personal information? | <p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> Give us your contact information or show your driver's license Show your government-issued ID or provide your mortgage information Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p> |
| Why can't I limit all sharing? | <p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> Sharing for affiliates' everyday business purposes - information about your creditworthiness Affiliates from using your information to market to you Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p> |
| Definitions | |
| Affiliates | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i> |
| Non-affiliates | <p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <i>Old Republic Title does not share with non-affiliates so they can market to you</i> |
| Joint marketing | <p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <i>•Old Republic Title doesn't jointly market.</i> |

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

| | | | | |
|---|---|--|--|--|
| American First Abstract, LLC | American First Title & Trust Company | American Guaranty Title Insurance Company | Attorneys' Title Fund Services, LLC | Compass Abstract, Inc. |
| eRecording Partners Network, LLC | Genesis Abstract, LLC | Kansas City Management Group, LLC | L.T. Service Corp. | Lenders Inspection Company |
| Lex Terrae National Title Services, Inc. | Lex Terrae, Ltd. | Mara Escrow Company | Mississippi Valley Title Services Company | National Title Agent's Services Company |
| Old Republic Branch Information Services, Inc. | Old Republic Diversified Services, Inc. | Old Republic Exchange Company | Old Republic National Title Insurance Company | Old Republic Title and Escrow of Hawaii, Ltd. |
| Old Republic Title Co. | Old Republic Title Company of Conroe | Old Republic Title Company of Indiana | Old Republic Title Company of Nevada | Old Republic Title Company of Oklahoma |
| Old Republic Title Company of Oregon | Old Republic Title Company of St. Louis | Old Republic Title Company of Tennessee | Old Republic Title Information Concepts | Old Republic Title Insurance Agency, Inc. |
| Old Republic Title, Ltd. | Republic Abstract & Settlement, LLC | Sentry Abstract Company | The Title Company of North Carolina | Title Services, LLC |
| Trident Land Transfer Company, LLC | | | | |

Kansas Secured Title, Inc. - El Dorado/Title Midwest, Inc.

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal and/or financial information. We agree that you have a right to know how we will utilize the personal information you provide us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

APPLICABILITY

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

TYPES OF INFORMATION

Depending upon which of our services you are utilizing, the type of nonpublic personal information that we may collect include:

Information we receive from you on applications, forms and in other communications to us, whether in writing, by telephone or any other means;
Information about your transactions with us, our affiliated companies, or others; and;
Information we receive from a consumer-reporting agent.

USE OF INFORMATION

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom our affiliated companies have joint marketing agreements.

FORMER CUSTOMERS

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

CONFIDENTIALITY AND SECURITY

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.