

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 5143408		Loan No.	Customer File
		Your Closer is:	
	If KST is to handle	closing and a closer is not listed please	e contact our office.
	W-2-17	Your Title Officer is	
Bonnie Ruggles		11-200-0000-0000-0000-0000-0000-0000-00	bruggles@kstitle.com
Buyer:	Purchaser with contractual rights under a purchase agreement with the vested owner as identified at Item 4 below		
Seller:	The Estate of Charles S. Ilsley, deceased		
Propert	y Address: 1140 Osa	ge St. KS 67010	

^{***}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 2-2196000

Taxes for 2019:

General Tax:

\$691.72

Special Assessments:

\$0.00

Total:

\$691.72

2019 taxes are NOT Paid.

Tax ID 2-2196000

Taxes for 2018:

General Tax:

\$676.98

Special Assessments:

\$0.00

Special

\$676.98

2018 taxes are NOT Paid.

Tax ID 2-2196000

Taxes for 2017:

General Tax:

\$695.14

Special Assessments:

\$0.00

Total:

\$695.14

2017 taxes are NOT Paid.

Tax ID 2-2196000

Taxes for 2016:

General Tax:

\$680.70

Special Assessments:

\$0.00

Total:

\$680.70

2016 taxes are NOT Paid.

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

Warranty Deed from E.H. Ewalt and Beatrice B. Ewalt, husband and wife, to Owen S. Ilsley and Charles S. Ilsley, recorded January 28, 1992, in Book 619, Page 416.

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.

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.



Issued By Old Republic National Title Insurance Company

NOTICE

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 EXTRACONTRACTUAL 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 Spin A. Gurner

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

By CMONIOL Prosident
Attest David Wold Societary

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

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-COMMITMENT FOR TITLE INSURANCE -Issued by

Old Republic National Title Insurance Company

SCHEDULE A

File No: 5143408 Revision. Customer File

- 1. Commitment Date: August 14, 2020, 05:00 pm
- 2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy Premium Amount:
 Proposed Insured: Purchaser with contractual rights under a purchase agreement with
 the vested owner as identified at Item 4 below
 Proposed Policy Amount:
 - (b) 2006 ALTA® Loan Policy Proposed Insured: Proposed Policy Amount:

Premium 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 Charles S. Ilsley, deceased

5. The Land is described as follows:

Lot 21 and the South Half of Lot 22, Block 2, SISCO & GOODS ADDITION to the City of Augusta, 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. In the District Court of BUTLER County, Kansas, appears Case No. 2020 PR 63, entitled In the Matter of the Estate of Charles S. Ilsley, Deceased, wherein Harold A. Vaness and Larry Scott Cheslic has been appointed the Administrator of the Estate.
- 7. Proper proceedings, including notice as required by law, resulting in an Order authorizing the proposed sale must be had.
- 8. Record Administrator's Deed from Harold A. Vaness and Larry Scott Cheslic, Administrators of the Estate of Charles S. Ilsley, Deceased, to Purchaser with contractual rights under a purchase agreement with the vested owner as identified at Item 4 below, which must recite the actual consideration therefore and state that it is given pursuant to the Order of the Court, together with Kansas Real Estate Validation Questionnaire fully completed and signed to accompany said deed.
- 9. Pay the 2019, 2018, 2017, 2016 real estate taxes, plus penalties and interest, if any.

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 or that could be ascertained by and inspection 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 and special taxes for the year 2015 and subsequent years.
- 8. Easements, restrictions, reservations, building set-back lines, notes and access limitations which are shown on the plat recorded in Plat Book 1, Page 43.

End of Exceptions

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