



Security 1st Title

File No. 3076141

INVOICE

Invoice Date: May 28, 2024

INVOICED TO:

**Sudduth Realty, Inc.
Mark Sudduth
608 State Street
Augusta, KS 67010**

FILE INFORMATION:

Buyer:
Seller: **Clarence Gellinger, Jr. Revocable Trust
dated October 7, 1996 and Scott M Swinney**
Address: **2203 N BUCKEYE AVE, Abilene, KS 67410**
Legal: **See attached "Exhibit A"**

Description		Amount
Residential Title Report		\$195.00
		\$0.00
Total		\$195.00

Please Remit Payment To:

Security 1st Title
306 NW 2nd St,
Abilene, KS 67410 (785) 263-2634



Exhibit A

The North Half (N1/2) of the South Half (S1/2) of the Southwest Quarter of The Northeast Quarter (SW1/4 of the NE1/4) of Section Nine (9), Township Thirteen (13) South, Range Two (2) East of the Sixth Principal Meridian, Dickinson County, Kansas
Except the following tracts:

A tract of land in the N/2 of the S/2 of the SW/4 of the NE/4 of Section Nine (9), Township Thirteen (13) South, Range Two (2) East of the 6th P.M., Dickinson County, Kansas, more particularly described as follows: Beginning at the intersection of the West line of said NE/4 and the South line of the N/2 of the S/2 of the SW/4 of the said NE/4; thence East along said South line a distance of 79.8 feet; thence North on a line parallel to said West line a distance of 294.1 feet; thence Northeasterly to a point on the North line of the N/2 of the S/2 of the SW/4 of said NE/4 that is 109.8 feet East of the West line of said Quarter, thence East along said North line a distance of 120 feet TO A POINT OF BEGINNING; thence East 100 feet; thence South 165 feet; thence West 100 feet; thence North 165 feet, to the point of beginning.

A tract of land in the North Half of the South Half of the Southwest Quarter of the Northeast Quarter of Section Nine (9), Township Thirteen (13) South, Range Two (2) East of the 6th. P.M., Dickinson County, Kansas, more particularly described as follows: Beginning at the intersection of the West line of said Northeast Quarter and the South line of the North Half of the South Half of the Southwest Quarter of the said Northeast Quarter; thence East along said South line a distance of 79.8 feet; thence North on a line parallel to said West line a distance of 294.1 feet to a point of beginning; thence Northeasterly to a point on the North line of the North Half of the South Half of the Southwest Quarter of said Northeast Quarter that is 109.8 feet East of the West line of said Quarter; thence East along said North line a distance of 120 feet; thence South on a line parallel to said West line a distance of 165 feet; thence West on a line parallel to the South line of said Quarter section a distance of 150 feet; thence North on a line parallel to the West line of said quarter section to the point of beginning.

An easement for ingress and egress to said tract, over, across and through a tract beginning at the Southwest corner of said tract, thence South on a line parallel to the West line of said quarter section a distance of 15 feet; thence East on a line parallel to the South line of said quarter section a distance of 150 feet; thence North 50 feet to the Southeast corner of said tract, thence West 150 feet more or less to the point of beginning. Also an easement for sanitary sewer purposes in a strip of land situated in the North Half of the South Half of the Southwest Quarter of the Northeast Quarter of Section Nine (9), Township Thirteen (13) South, Range Two (2) East of the 6th. P.M. that is 20 feet in width, lying ten feet on either side of the following described center line: Beginning at a point on the East line of said described tract, which is 545.08 feet North of the South line of said Northeast Quarter, running thence due East, parallel to the South line of said Southeast Quarter a distance of 100 feet.

A tract of land in the North Half of the South Half of the Southwest Quarter of the Northeast Quarter (N 1/2 S 1/2 SW 1/4 NE 1/4) of Section Nine (9), Township Thirteen (13) South, Range Two (2) East of the Sixth Principal Meridian, Dickinson County, Kansas, described as follows: Beginning at the southwest corner of said North Half of South Half of Southwest Quarter of Northeast Quarter (N 1/2 S 1/2 SW 1/4 NE 1/4), thence East on the South line of said North Half of South Half of Southwest Quarter of Northeast Quarter (N 1/2 S 1/2 SW 1/4 NE 1/4) a distance of 329.8 Feet; thence North on a line parallel with the West line of said North Half of South Half of Southwest Quarter of Northeast Quarter (N 1/2 S 1/2 SW 1/4 NE 1/4) a distance of 150 Feet; thence West parallel with said South line of North Half of South Half of Southwest Quarter of Northeast Quarter (N 1/2 S 1/2 SW 1/4 NE 1/4) a distance of 329.8 Feet; thence South on the West line of said North Half of South Half of Southwest Quarter of Northeast Quarter (N 1/2 S 1/2 SW 1/4 NE 1/4) a distance of 150 Feet to the point of beginning.



Kansas

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Parcel Details for 021-112-09-0-10-02-013.00-0

Quick Reference #: R3791

[View GIS Map](#) | [View Tax Detail](#)

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Owner Information		Address Information		
Owner's Name:	GELLINGER, CLARENCE JR REV TR	Address:	2203 N Buckeye Ave Abilene, KS 67410	
Mailing Address:	7401 Chandler Acres Dr Bellevue, NE 68147			
Owner's Name:	SWINNEY, SCOTT M			
General Property Information		Deed Information		
Property Class:	Residential - R	Document Document Link		
Living Units:	1			
Zoning:				
Neighborhood:	011			
Neighborhood - Parcel Information				
Neighborhood:	011			
Tract:	Section: 09 Township: 13 Range: 02			
Tract Description:	S09, T13, R02, BEG 660' E & 330' N SW COR NE4, TH E 660', N 330', W 660', S TO POB, LESS R/W.			
Acres:	5.10			
Market Acres:	5.10			
Land Based Classification System				
Function:	Single family residence (detached)			
Activity:	Household activities			
Ownership:	Private-fee simple			
Site:	Developed site - with buildings			
Physical Features				
Topography:	Level - 1	Parking Type:	Off Street - 1	
Utilities:	Public Water - 3; Septic - 6	Parking Quantity:	Adequate - 2	
Access:	Dirt Road - 3	Parking Proximity:	On Site - 3	
Fronting:	Private Road - 9	Parking Covered:		
Location:	Neighborhood or Spot - 6	Parking Uncovered:		
Appraised Values				
Tax Year	Property Class	Land	Building	Total
2024	Residential - R	22,050	159,420	181,470
Market Value Information				

Type	Method	Area or Acres	Eff. Frontage	Eff. Depth	Est. Value
Regular Lot - 1	Acre	0.70			00
Influence #1: Factor:		Influence #2: Factor:	Influence Override: Depth Factor:		
7	Acre	4.40			00
Influence #1: Factor:		Influence #2: Factor:	Influence Override: Depth Factor:		

Enlarge sketch image



Building #: 1

[View Sketch Vector](#)

Dwelling Information

Component Sales Information

Residence Type:
 Residential/Agricultural - 1
Quality: AV
Year Built: 1970
Effective Year:
MS Style: 1
LBCS Structure: Detached SFR unit
of Units:
Total Living Area:
Calculated Area: 1,846
Main Floor LA: 1,846
Upper Floor LA %:
CDU: AV-
Phys / Func / Econ: AV- / N/A / N/A
Ovr % Good / RCN: /
Remodel:
% Complete:

Architectural Style: Ranch
Basement Type: Full - 4
Total Rooms: 6
Bedrooms: 3
Family Rooms: 1
Full Baths: 2
Half Baths: 1
Garage Capacity:
Foundation: Concrete - 2

Assessment Class:

MU Class #1 / %: / **MU Class #2 / %:** / **MU Class #3 / %:** /

Residential Components

Code / Description	Units	Percentage	Quality	Year
Attached Garage	624			
Garage Finish, Attached	624			
Frame, Metal or Vinyl Siding		100		
Composition Shingle		100		
Total Basement Area	1,846			
Raised Subfloor	1,846			
Warmed & Cooled Air		100		
Plumbing Fixtures	10			
Plumbing Rough-ins	1			
Single 1-Story Fireplace	1			
Automatic Floor Cover Allowance				
Raised Slab Porch	24		FR	1970

Component Sales Information - This report is available.



Other Building Information and Information



Occup	MS Class	Rank	Quantity	Year Effective		LBCS	Area	Perim	Hgt	Dimensions		Stories	Phys		Cond	Func	Econ	Ovr %	Ovr Reason	RCN	Good	Value
				Built	Year					(L x W)												
Residential Garage - Detached	D	FR	1	1991			864	120	8	36 x 24	1	FR	AV						22400	37	8290	
Components																						
Code	Code	Description						Units		Percentage %			Area			Other		Rank		Year		

Components

Code	Code Description	Units	Percentage %	Area	Other	Rank	Year
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Enlarge sketch image



PROPERTY TAX INFORMATION



Kansas

Database was last updated on 05/14/2024

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Tax Statement Details

Type RL CAMA Number 112 09 0 10 02 013 00 0 00 Tax Identification 055-1120901002013000

Owner ID GELL00004 GELLINGER, CLARENCE JR REV TR

Situs Address: 2203 N BUCKEYE; 67410

Subdivision Block Lot(s) Section 9 Township 13 Range 2
Tract 1 GR0116

[Current Taxes](#)

[Current Real Estate Detail](#)

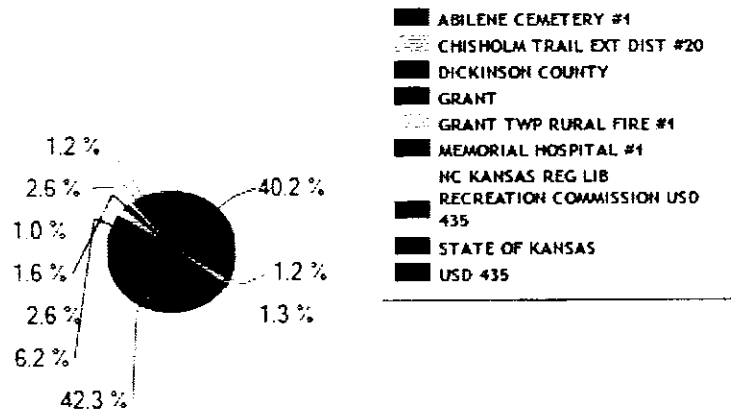
[Print Friendly Version](#)

Statement # 0010266

Details

Total Assessed \$20,067.00
Value:
Total Mill Levy: 129.10300
General Tax: \$2,494.00
Specials: \$24.00
Total Tax: \$2,518.00
Received To Date: \$2,518.00
Balance: \$0.00
Interest To Date: \$0.00
Fees: \$0.00
Total Due: \$0.00

Taxes by Tax Districts



Receipt Information

Receipt #	Date	Tax Year	Tax	Int/Fee
1802	12/4/2023	2023	\$1,259.00	\$0.00
12175	4/1/2024	2023	\$1,259.00	\$0.00

For delinquent tax pay off amount contact Dickinson County Treasurer.

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Parcel Details for 021-112-09-0-10-02-006.00-0

Quick Reference #: R3781

[View GIS Map](#) | [View Tax Detail](#)

Page 1 of 1



Owner Information		Property Address	
Owner's Name:	GELLINGER, CLARENCE JR REV TR	Address:	2200 Blk N Buckeye Ave Abilene, KS 67410
Mailing Address:	7401 Chandler Acres Dr Bellevue, NE 68147		
Owner's Name:	SWINNEY, SCOTT M		

Property Information		Document Information	
Property Class:	Residential - R	Document Document Link	
Living Units:			
Zoning:			
Neighborhood:	116		





Neighborhood - Tract Information	
Neighborhood:	116
Tract:	Section: 09 Township: 13 Range: 02
Tract Description:	S09, T13, R02, BEG 479' N SW COR NE4, TH E 310', S 150', E 345', N 340', W 328', S 165', W 250', S 20' TO POB, LESS R/W.
Acres:	2.70
Market Acres:	2.70

Land Use - Planning Information	
Function:	Residential common area and support facilities
Activity:	Residential support
Ownership:	Private-fee simple
Site:	Developed site - no buildings and no improvements

Property Details			
Topography:	Level - 1	Parking Type:	Off Street - 1
Utilities:	All Public - 1	Parking Quantity:	Adequate - 2
Access:	Paved Road - 1	Parking Proximity:	On Site - 3
Fronting:	Frontage Road - 8	Parking Covered:	
Location:	Neighborhood or Spot - 6	Parking Uncovered:	

Approved Values				
Tax Year	Property Class	Land	Building	Total
2024	Residential - R	1,180	00	1,180

Map Information	
Map Scale:	

Type	Method	Area or Acres	Eff. Frontage	Eff. Depth	Est. Value
Regular Lot - 1	Acre	2.70			11,750
<div> <div>Influence #1:</div> <div>Influence #2:</div> <div>Influence Override:</div> <div>Factor:</div> <div>Factor:</div> <div>Depth Factor:</div> </div>					
Residential Medium-Density - Medium-Density Residential					
General - Medium-Density - Medium-Density Residential					
General - Light - Medium-Density - Medium-Density Residential					
Agricultural Medium-Density - Medium-Density Residential					

PROPERTY TAX INFORMATION



Kansas

Database was last updated on 05/14/2024

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Tax Statement Details

Type: RL CAMA Number: 112 09 0 10 02 006 00 0 00 Tax Identification: 001-1120901002006000

Owner ID: GELL00004 GELLINGER, CLARENCE JR REV TR

Situs Address: 2200 N BUCKEYE; 67410

Subdivision: Tract 1 AB2905 Block: Lot(s): Section 9 Township 13 Range 2

[Current Taxes](#)

[Current Real Estate Detail](#)

[Print Friendly Version](#)

Statement # 0003229

Details

Total Assessed Value: \$136.00

Total Mill Levy: 163.92300

General Tax: \$19.58

Specials: \$24.00

Total Tax: \$43.58

Received To Date: \$43.58

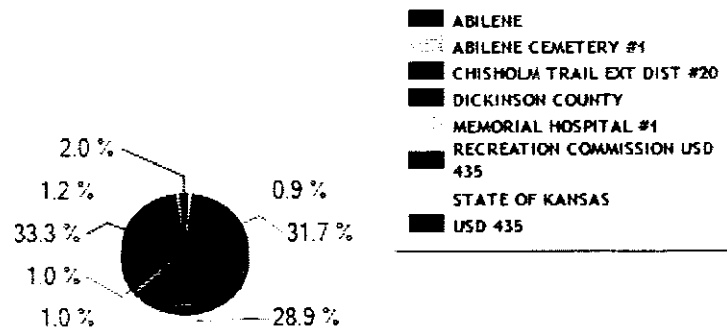
Balance: \$0.00

Interest To Date: \$0.00

Fees: \$0.00

Total Due: \$0.00

Taxes by Tax Districts



Receipt Information

Receipt #	Date	Tax Year	Tax	Int/Fee
1802	12/4/2023	2023	\$21.79	\$0.00
12175	4/1/2024	2023	\$21.79	\$0.00

For delinquent tax pay off amount contact Dickinson County Treasurer.

[Back To Search Results](#)

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Commitment Cover Page

Order Number: **3076141**

Delivery Date: **05/28/2024**

Property Address: **2203 N BUCKEYE AVE, Abilene, KS 67410**

For Title Assistance

Jeanie Mann
306 NW 2nd St,
Abilene, KS 67410
Office:
jmann@security1st.com

Seller/Owner

GELLINGER, CLARENCE JR REV TR
2203 N BUCKEYE AVE
ABILENE, KS 67410
Delivered via: Electronic Mail

Agent for Seller

Sudduth Realty, Inc.
Attention: Mark Sudduth
608 State Street
Augusta, KS 67010
(316) 734-4175 (Work)
(316) 775-2016 (Work Fax)
mark@sudduthrealty.com
Delivered via: Electronic Mail

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Title Fee Invoice

Date:	05/28/2024	Buyer(s):	
Order No.:	3076141	Seller(s):	Clarence Gellinger, Jr. Revocable Trust dated October 7, 1996 and Scott M Swinney
Issuing Office:	Security 1st Title 306 NW 2nd St, Abilene, KS 67410	Property Address:	2203 N BUCKEYE AVE, Abilene, KS 67410

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (\$1,000.00)	\$372.00
ALTA Loan Policy 07-01-2021 (TBD)	
	Total TBD
If Security 1st Title will be closing this transaction, the fees listed above will be collected at closing. Otherwise, please remit payment to the issuing office above.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Tax Information:

112-09-0-10-02-013.00-0, 112-09-0-10-02-006.00-0

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ALTA COMMITMENT FOR TITLE INSURANCE

issued by
First American 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, FIRST AMERICAN TITLE INSURANCE COMPANY, a California 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 Amount of Insurance and the name of the Proposed Insured.


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

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

Issuing Agent: Security 1st Title

 Security 1st Title

Jeanie Mann

jmann@security1st.com

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Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title	Buyer:	
Issuing Office:	306 NW 2nd St, Abilene, KS 67410	Title Contact:	Jeanie Mann jmann@security1st.com
ALTA Universal ID:	1225043		
Loan ID Number:			
Commitment No.:	KS-R3076141		
Property Address:	2203 N BUCKEYE AVE Abilene, KS 67410		

SCHEDULE A

1. Commitment Date:

05/22/2024 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021

\$1,000.00

Proposed Insured:

The estate or interest to be insured: Fee Simple

ALTA Loan Policy 07-01-2021

TBD

Proposed Insured: TBD

The estate or interest to be insured: Fee Simple

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:

Clarence Gellinger, Jr. Revocable Trust dated October 7, 1996 and Scott M Swinney

5. The Land is described as follows:

Property description set forth in Exhibit A attached hereto and made a part hereof.

Security 1st Title, LLC

By:



Commitment No.: KS-R3076141

Exhibit A

The North Half (N1/2) of the South Half (S1/2) of the Southwest Quarter of The Northeast Quarter (SW1/4 of the NE1/4) of Section Nine (9), Township Thirteen (13) South, Range Two (2) East of the Sixth Principal Meridian, Dickinson County, Kansas

Except the following tracts:

A tract of land in the N/2 of the S/2 of the SW/4 of the NE/4 of Section Nine (9), Township Thirteen (13) South, Range Two (2) East of the 6th P.M., Dickinson County, Kansas, more particularly described as follows: Beginning at the intersection of the West line of said NE/4 and the South line of the N/2 of the S/2 of the SW/4 of the said NE/4; thence East along said South line a distance of 79.8 feet; thence North on a line parallel to said West line a distance of 294.1 feet; thence Northeasterly to a point on the North line of the N/2 of the S/2 of the SW/4 of said NE/4 that is 109.8 feet East of the West line of said Quarter, thence East along said North line a distance of 120 feet TO A POINT OF BEGINNING; thence East 100 feet; thence South 165 feet; thence West 100 feet; thence North 165 feet, to the point of beginning.

A tract of land in the North Half of the South Half of the Southwest Quarter of the Northeast Quarter of Section Nine (9), Township Thirteen (13) South, Range Two (2) East of the 6th. P.M., Dickinson County, Kansas, more particularly described as follows: Beginning at the intersection of the West line of said Northeast Quarter and the South line of the North Half of the South Half of the Southwest Quarter of the said Northeast Quarter; thence East along said South line a distance of 79.8 feet; thence North on a line parallel to said West line a distance of 294.1 feet to a point of beginning; thence Northeasterly to a point on the North line of the North Half of the South Half of the Southwest Quarter of said Northeast Quarter that is 109.8 feet East of the West line of said Quarter; thence East along said North line a distance of 120 feet; thence South on a line parallel to said West line a distance of 165 feet; thence West on a line parallel to the South line of said Quarter section a distance of 150 feet; thence North on a line parallel to the West line of said quarter section to the point of beginning.

An easement for ingress and egress to said tract, over, across and through a tract beginning at the Southwest corner of said tract, thence South on a line parallel to the West line of said quarter section a distance of 15 feet; thence East on a line parallel to the South line of said quarter section a distance of 150 feet; thence North 50 feet to the Southeast corner of said tract, thence West 150 feet more or less to the point of beginning. Also an easement for sanitary sewer purposes in a strip of land situated in the North Half of the South Half of the Southwest Quarter of the Northeast Quarter of Section Nine (9), Township Thirteen (13) South, Range Two (2) East of the 6th. P.M. that is 20 feet in width, lying ten feet on either side of the following described center line: Beginning at a point on the East line of said described tract, which is 545.08 feet North of the South line of said Northeast Quarter, running thence due East, parallel to the South line of said Southeast Quarter a distance of 100 feet.

A tract of land in the North Half of the South Half of the Southwest Quarter of the Northeast Quarter (N 1/2 S 1/2 SW 1/4 NE 1/4) of Section Nine (9), Township Thirteen (13) South, Range Two (2) East of the Sixth Principal Meridian, Dickinson County, Kansas, described as follows: Beginning at the southwest corner of said North Half of South Half of Southwest Quarter of Northeast Quarter (N 1/2 S 1/2 SW 1/4 NE 1/4), thence East on the South line of said North Half of South Half of Southwest Quarter of Northeast Quarter (N 1/2 S 1/2 SW 1/4 NE 1/4) a distance of 329.8 Feet; thence North on a line parallel with the West line of said North Half of South Half of Southwest Quarter of Northeast Quarter (N 1/2 S 1/2 SW 1/4

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NE 1/4) a distance of 150 Feet; thence West parallel with said South line of North Half of South Half of Southwest Quarter of Northeast Quarter (N 1/2 S 1/2 SW 1/4 NE 1/4) a distance of 329.8 Feet; thence South on the West line of said North Half of South Half of Southwest Quarter of Northeast Quarter (N 1/2 S 1/2 SW 1/4 NE 1/4) a distance of 150 Feet to the point of beginning.

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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, and recorded in the Public Records.

NOTE: This is NOT a commitment to insure and has been issued as a report as to the status of title, and as such should not be relied upon for a Real Estate Transaction. This is not a commitment to insure, and no insurance is provided by this commitment.

If a Commitment for Title Insurance is desired, the identity of the entities to be insured and policy amounts must be disclosed to this Company and this Company will issue a Commitment for Title Insurance disclosing all requirements for issuance of the policy, as well as any additional exceptions which may be taken.



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 and not 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. **General taxes and special assessments for the year 2023 in the amount of \$2,518.00, Paid.**

Property ID # 1120901002013000

8. **General taxes and special assessments for the year 2023 in the amount of \$43.58, Paid.**

Property ID # 1120901002006000

9. **Easements, setback lines or servitudes, if any, reflected on the plat of said land or otherwise appearing in the public records.**
10. **Subject to existing road, street or highway rights of way.**
11. **Rights or claims of parties in possession not shown by the public records.**
12. **An easement for sewer, recorded as Book Z157, Page [480](#).
In favor of: City of Abilene, Kansas, a municipal corporation**
13. **An easement for sewer, recorded as Book Z159, Page [3](#).
In favor of: Skelly Oil Company**
14. **The terms and provisions contained in the document entitled "Ordinance No. 2254" filed as Book Z160, Page [69](#).**
15. **An easement for sewer, recorded as Book Z235, Page [706](#) and Book Z235, Page [709](#) and Book Z235, Page [712](#).
In favor of: City of Abilene, Kansas, a municipal corporation**

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16. An easement for ingress, egress and sewer purposes as set out in Book D232, Page [448](#).

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. “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.
 - f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. “Title”: The estate or interest in the Land identified in Item 3 of 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.
 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 is not liable for any other amendment to

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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 is not 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.
- c. The Company is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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.
- 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 IS 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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE

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TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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Privacy Notice

Last Updated and Effective Date: December 1, 2023

First American Financial Corporation and its subsidiaries and affiliates (collectively, “First American,” “we,” “us,” or “our”) describe in our full privacy policy (“Policy”), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, and disclose your personal information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Policy is posted (“Sites”); (2) when you use our products and services (“Services”); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method (“Communications”); (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies (“Third Parties”); and (5) when you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services (“B2B”). This shortened form of the Policy describes some of the terms contained in the Policy.

The Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that the Policy does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy policy can be found [here](#).

What Type Of Personal Information Do We Collect About You? We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Personal Information? We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

How Do We Use Your Personal Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Disclose Your Personal Information? We do not sell your personal information or share your personal information for cross-context behavioral advertising. We may, however, disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; (3) to service providers and contractors; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we disclose your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Personal Information? The security of your personal information is important to us. That is why we take all commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

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How Long Do We Keep Your Personal Information? We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Policy. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

Changes to Our Policy We may change the Policy from time to time. Any and all changes to the Policy will be reflected on this page and in the full Policy, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE POLICY.**

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. [To learn more, please visit https://www.firstam.com/privacy-policy/](https://www.firstam.com/privacy-policy/).

Contact Us: dataprivacy@firstam.com or toll free at 1-866-718-0097.

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PRIVACY POLICY

WHAT DOES SECURITY 1ST TITLE DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Security 1ST Title, LLC, pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Security 1st Title, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes —to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes —to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes —information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
For our affiliates' everyday business purposes —information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. (We do not control their subsequent use of information, and suggest you refer to their privacy notices.)

Sharing practices	
How often does Security 1st Title notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How does Security 1st Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How does Security 1st Title collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.
Contact Us	If you have any questions about this privacy notice, please contact us at: Security 1st Title, 727 N. Waco, Suite 300, Wichita, KS 67203

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