



Security 1st Title

PRELIMINARY TITLE SEARCH REPORT

Prepared By:
Security 1st Title
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Contact: **Lisa Lilja**
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Prepared Exclusively For:
J.P. Weigand & Sons, Inc.
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Contact: **Brenda Navarro**
Email: **bnavarro@weigand.com**

Report No: **2404920**

Report Effective Date: **October 8, 2020, at 7:30 a.m.**

Property Address: **00000 NW. 60 Ave., Harper, KS 67058**

This Title Search Report is NOT a commitment to insure and is not to be construed as an Abstract of Title or Title Opinion. It has been issued as a Report as to the status of title for the specific benefit of **J.P. Weigand & Sons, Inc.**, and as such should not be relied upon by any other party for any Real Estate Transaction. Any and all loss or damage that may occur by reason of any errors and omissions in this Company's Report is limited to \$1,000.00 and the fee it received for the preparation and issuance of this report, if any.

1. **Fee Simple** interest in the Land described in this Report is owned, at the Report Effective Date, by

Tracts 1 and 2: River North Farms, Incorporated
Tract 3: River North Farms, Inc.



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2. The Land referred to in this Report is described as follows:

Tract 1:

The Northwest Quarter (NW/4) and the West Half of the Southwest Quarter (W/2 SW/4) of Section 23, Township 32 South, Range 8 West of the 6th P.M., Harper County, Kansas, less highway right of way and LESS a tract of land deeded to the State of Kansas, Department of Transportation, described as A Tract of land in the West Half of the Southwest Quarter of Section 23, Township 32 South, Range 8 West of the 6th P.M., described as follows: BEGINNING at the Southwest corner of said Quarter Section; FIRST COURSE, thence on an assumed bearing of South 89°07'56" East, 1316.50 feet along the South line of said Quarter Section to the Southeast corner of said West Half of the Southwest Quarter; SECOND COURSE, thence North 00°09'00" West, 45.58 feet along the East line of said West Half of the Southwest Quarter; THIRD COURSE, thence North 89°08'46" West, 259.02 feet; FOURTH COURSE, thence South 82°02'56" West, 101.19 feet to the Northerly right of way line of the existing highway; FIFTH COURSE, thence North 89°07'56" West 957.23 feet along said Northerly right of way line to the West line of said Quarter Section; SIXTH COURSE, thence South 00°11'24" East, 30.01 feet along said West Line to the POINT OF BEGINNING.

Tract 2:

The East Half of the Northeast Quarter (E/2 NE/4) of Section 22, Township 32 South, Range 8 West of the 6th P.M. less a tract of land described as follows: Beginning 1474 feet south of the NW corner of said E/2 NE/4, thence south to the SW corner of said E/2 NE/4, thence east along the half section line 1139 feet, thence in a northwesterly direction to the point of beginning, Harper County, Kansas;

Tract 3:

The Southwest Quarter (SW/4) of Section 24, Township 31 South, Range 8, West of the Sixth (6th) P.M., Harper County, Kansas.

3. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following requirements, along with any other matters that may arise after the date of this report:

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.



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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. **File a release of the Mortgage dated June 25, 2019, recorded July 27, 2020, as Book 139, Page 404, made by River North Farms, Inc., to Pinnacle Bank, in the amount of \$575,000.00, as modified by the instrument filed as Book 139, Page 405. (Tract 3)**
6. **File a release of the Mortgage dated July 10, 2020, recorded July 10, 2020, as Book 139, Page 390, made by River North Farms, Incorporated, to Fidem Advisors, LLC, in the amount of \$700,000.00. (Tracts 1 and 2)**
7. **File a release of the Mortgage dated June 25, 2019, recorded June 28, 2019, as Book 139, Page 18, made by River North Farms, Inc. , to Pinnacle Bank, in the amount of \$575,000.00, as modified by the instrument filed as Book 139, Page 304. (Tracts 1 and 2)**
8. **File a release of Modification and Extension Agreement by and between River North Farms, Inc., LLC and Pinnacle Bank, in the original amount of \$432,441.80, recorded July 27, 2020 in Book 139, Page 406. (Tracts 1 and 2)**
9. **Furnish for our file a certified copy of the resolution of the Board of Directors of River North Farms Incorporated, a _____ corporation, authorizing the proposed transaction. Any sale of the premises in question must show the actual consideration being received.**
10. **File a Warranty Deed from River North Farms, Incorporated a/k/a River North Farms Inc. to To Be Determined.**
11. **Provide this Company with a properly completed and executed Owner's Affidavit.**
12. **Recording Fees and Information for Kansas Counties:**

Deed:	\$21.00 (first page) + \$17.00 (each additional page)
Mortgage:	\$21.00 (first page) + \$17.00 (each additional page)



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Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page)

Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

(NOTE: Beginning January 1, 2019, Mortgage Registration Tax is no longer required in the State of Kansas.)

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

NOTE: For documents electronically recorded, there is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.

4. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any other matters that may arise after the date of this report:
 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



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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.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records
7. The lien of the General Taxes for the year **2020**, and thereafter.

NOTE: The real estate taxes for the year 2020 became due on November 1, 2020. The amount is not available at this time.

8. General taxes and special assessments for the fiscal year 2019 in the amount of \$825.86, paid.
Property ID # [039-076-23-0-00-00-002.00-0](#) (Tract 1)
9. General taxes and special assessments for the fiscal year 2019 in the amount of \$191.68, paid.
Property ID # [039-75-22-0-00-00-001.00-0](#) (Tract 2)
10. General taxes and special assessments for the fiscal year 2019 in the amount of \$1,193.14, paid.
Property ID # [039-046-24-0-00-00-003.00-0](#) (Tract 3)

TRACT 1:

11. An easement for Pipe Line, recorded as [Book 12, Page 308](#).
In favor of: Kansas City-Texas Gas Company
Affects: Tract 1
12. An easement for Transmission/Communication line, recorded October 21, 1949 in [Book 16M, Page 162](#).
In favor of: Southwestern Bell Telephone Company
Affects: Tract 1
13. A Right of Way Agreement for Transmission/Communication line, recorded August 23, 1974 in [Book 33M, Page 229](#).
In favor of: Southwestern Bell Telephone Company
Affects: Tract 1 and Tract 2



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14. **A Right of Way for Rural Water Line, recorded April 24, 1980 in [Book 33M, Page 1325](#).**
In favor of: Rural Water District No. 5
Affects: Tract 1
15. **An easement for Temporary Easement, recorded April 3, 2014 in [Book M39, Page 652](#).**
In favor of: Kansas Department of Transportation
Affects: Tract 1
16. **Deed for Highway Purposes to the State of Kansas recorded April 3, 2014 in [Book 105, Page 1846](#)**
17. **Terms and provisions of the Memorandum of Oil and Gas Lease executed between Dustin Newberry and Lynda Newberry, Co Trustees of the Newberry Revocable Trust U/A/D March 10, 2009, lessor, and Cheyenne Exploration, LLC, lessee, recorded in/on [Book G92, Page 1072](#) and Correction recorded [Book G92, Page 1433](#), together with all subsequent assignments and conveyances**

TRACT 2:

18. **Rights-of-way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the land along the East Half of the Northeast Quarter of the land recorded [Book G, Page 267](#).**
19. **An easement for Transmission/Communication line, recorded October 21, 1949 in [Book 16M, Page 162](#).**
In favor of: Southwestern Bell Telephone Company
Affects: Tract 2
20. **An Easement for - Aerial Plant, recorded October 21, 1949 in Book [16M, Page 163](#).**
In favor of: Southwestern Bell Telephone Company
Affects: Tract 2
21. **Terms and provisions of the oil and gas lease executed between R. Douglas Gill and Mildred L. Gill, his wife, lessor, and Robert H. Kirk, lessee, filed January 17, 1974, recorded in/on [Book 76, Page 1187](#), together with all subsequent assignments and conveyances. Affidavit of Production recorded in Book 80, Page 1438 and Page 1439. Declaration of Consolidation and Unitization recorded in Book 79, Page 972.**



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22. **A Right of Way Agreement for Transmission/Communication system, recorded August 23, 1974 in [Book 33M, Page 229](#).
In favor of: Southwestern Bell Telephone Company
Affects: Tract 1 and Tract 2**
23. **Terms and provisions of the Memorandum of Oil and Gas Lease executed between Dustin Newberry and Lynda Newberry, Co Trustees of the Newberry Revocable Trust U/A/D March 10, 2009, lessor, and Cheyenne Exploration, LLC, lessee, recorded in/on [Book G92, Page 1072](#) and Correction recorded [Book G92, Page 1433](#), together with all subsequent assignments and conveyances.**

TRACT 3:

24. **Terms and provisions of the oil and gas leases executed between Ricky A Goetz, single, lessor, and Woolsey Energy Corporation, lessee, for a primary term of Three (3) years, filed November 3, 2009, recorded in/on Oil/Gas [Book 90, Page 1626](#), together with all subsequent assignments and conveyances.**
25. **Terms and provisions of the oil and gas leases executed between Jennifer R Goetz, single, lessor, and Woolsey Energy Corporation, lessee, for a primary term of Three (3) years, filed November 3, 2009, recorded in/on Oil/Gas [Book 90, Page 1627](#), together with all subsequent assignments and conveyances.**

ALL TRACTS:

26. **Terms and conditions of Memorandum of Agreement between Targa Pipeline Mid-Continent WestOk, LLC (formerly Atlas Pipeline Mid-Continent WestOk, LLC) and Sandridge Exploration and Production, LLC, recorded March 29, 2016 in [Book G96, Page 547](#).**
27. **The possible existence of overhead or underground utility lines serving adjacent land or extending from the insured land onto adjacent land.**
28. **Any portion(s) of subject property used for railroad purposes.**
29. **Subject to existing road, street or highway rights of way.**



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30. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exceptions, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interest or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
31. Rights of parties in possession under unrecorded leases.
32. The definition of land as described in the policy does not include any manufactured home or mobile home located on the insured premises, unless the personal title to the same has been cancelled by the Kansas Department of Motor Vehicles and filed with the Harper County Register of Deeds.

Dated: October 8, 2020, at 7:30 a.m.

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By: _____

LICENSED ABTRACTER