

2022 Real Estate Tax Statement

Sedgwick County Treasurer
PO Box 2961
Wichita, KS 67201-2961

BILLING DATE: 03/21/2023
PIN NO: 00190344
AIN NO: 119320320300201
GEO CODE: C 43754
BILL NO: 221889360

TAX UNIT: 6702
Printed by: sanuser
R-0-000001 *DUPLICATE* 03/21/2023

Make check payable to: Sedgwick County Treasurer

Real Estate Tax Summary	
Special Assessment	Amount
Special Assessment Principal	0.00
Special Assessment Interest	0.00
Solid Waste Fee	7.11
Special Assessment Total	7.11

Property Address of Record 2020 S ROCK RD

Taxed Items:
LOT 1 SIXTH ADD. TO CHERRY CREEK HILLS

INDUSTRIAL FUND OF OMAHA LLC
333 S BROADWAY AVE
WICHITA KS 67202-4325

Owner of Record March 21, 2023
INDUSTRIAL FUND OF OMAHA LLC

Real Estate Account Summary	
Description	Amount
Net General Tax	19,408.21
Special Assessment	7.11
Total Amount Due	19,415.32
Delinquent Years Total	0.00
Payment(s) Applied	-9,707.66
Homestead Advance	0.00
Applicable Interest and Fees	0.00
Minimum Half Amount due	0.00
Full Payment	9,707.66

Half or Full Payment Due April 20, 2023

PAYMENTS WILL BE APPLIED TO OLDEST YEAR FIRST
YOUR CHECK IS YOUR RECEIPT UNLESS YOU MARK THE RECEIPT OPTION BOX BELOW. PAY ONLINE AT WWW.SEDGWICKCOUNTY.ORG
<p>ATTENTION TAXPAYER: A 2.19% convenience fee will be charged to all credit card transactions.</p> <p>My Local Taxes - How are they used? Go to WWW.SEDGWICKCOUNTY.ORG click Government, Departments and Services, Treasurer MY LOCAL TAXES Breakdown Click the link to get a personalized breakdown of Real Estate Total Taxes by Jurisdiction and Sedgwick County Taxes at Work</p>

ALL LATE PAYMENTS WILL BE ASSESSED INTEREST PENALTY PLUS APPLICABLE FEES.

2022 Real Estate Tax Statement

01 1

AIN NO: 119320320300201
GEO CODE: C 43754
TU: 6702

Late Payments

Call (316) 660-9000 for later payoff

Due by April 20, 2023

Minimum Payment	0.00
Full Payment	9,707.66
Amount Enclosed	

2022-00190344
INDUSTRIAL FUND OF OMAHA LLC

INDUSTRIAL FUND OF OMAHA LLC
333 S BROADWAY AVE
WICHITA KS 67202-4325

Printed by: sanuser

Check relevant boxes

DUPLICATE 03/21/2023

☐ Credit Card Payment
(See Back)

☐ Address Change?
See Back

☐ Mail Receipt

Mail payments to:

Sedgwick County Treasurer
PO Box 2961
Wichita, KS 67201-2961

202222188936000190344 011 0000000000 0000970766 8

Property Taxes and Appraisals

2020 S ROCK RD WICHITA

Property Description

Legal Description	LOT 1 SIXTH ADD. TO CHERRY CREEK HILLS
Owner	INDUSTRIAL FUND OF OMAHA LLC
Mailing Address	333 S BROADWAY AVE WICHITA KS 67202-4325
Geo Code	C 43754
PIN	00190344
AIN	119320320300201
Tax Unit	6702 001 WICHITA U-259
Land Use	2105 Strip store center
Market Land Square Feet	36,814
2023 Total Acres	.85
2023 Appraisal	\$674,400
2023 Assessment	\$168,600

Commercial Buildings

Building	Units	Built	Sq. Ft.
1-CEDAR GROVE PLAZA (Neighborhood Shopping Ctr)		1985	9,620
More Details	View the Property Record Card for full property details		

Appraisal Values

Year	Class	Land	Improvements	Total	Change
2023	Commercial / Industrial	\$184,100	\$490,300	\$674,400	
2022	Commercial / Industrial	\$184,100	\$490,300	\$674,400	+15%
2021	Commercial / Industrial	\$184,100	\$404,600	\$588,700	
2020	Commercial / Industrial	\$184,100	\$404,600	\$588,700	
2019	Commercial / Industrial	\$184,100	\$404,600	\$588,700	
2018	Commercial / Industrial	\$184,100	\$404,600	\$588,700	
2017	Commercial / Industrial	\$184,100	\$404,600	\$588,700	+2%
2016	Commercial / Industrial	\$184,100	\$390,300	\$574,400	
2015	Commercial / Industrial	\$184,100	\$390,300	\$574,400	
2014	Commercial / Industrial	\$184,100	\$390,300	\$574,400	

Assessment Values

Year	Class	Land	Improvements	Total	Change
2023	Commercial / Industrial	\$46,025	\$122,575	\$168,600	
2022	Commercial / Industrial	\$46,025	\$122,575	\$168,600	+15%
2021	Commercial / Industrial	\$46,025	\$101,150	\$147,175	
2020	Commercial / Industrial	\$46,025	\$101,150	\$147,175	
2019	Commercial / Industrial	\$46,025	\$101,150	\$147,175	
2018	Commercial / Industrial	\$46,025	\$101,150	\$147,175	

Year	Class	Land	Improvements	Total	Change
2017	Commercial / Industrial	\$46,025	\$101,150	\$147,175	+2%
2016	Commercial / Industrial	\$46,025	\$97,575	\$143,600	
2015	Commercial / Industrial	\$46,025	\$97,575	\$143,600	
2014	Commercial / Industrial	\$46,025	\$97,575	\$143,600	

2022 Tax Year Special Assessments

Project	Description	Principal	Interest	Total
2639 F	COUNTY SOLID WASTE SOLID WASTE USER FEE	\$0.00	\$0.00	\$7.11
Totals:		\$0.00	\$0.00	\$7.11

Tax Billings

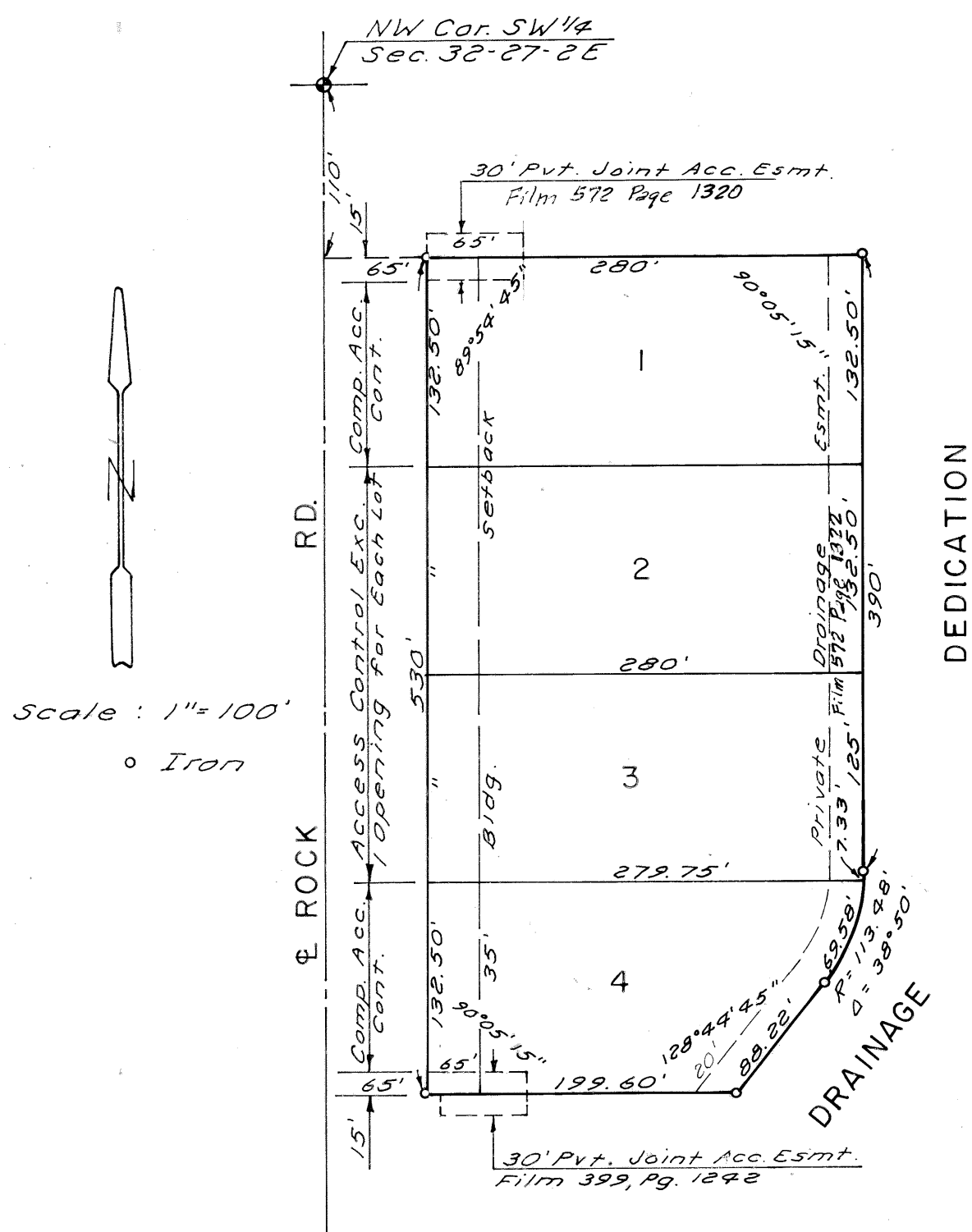
Tax Year	Tax Rate	General Tax	Specials Tax	Interest	Fees	Total	Paid	Balance
2022	115.114000	\$19,408.21	\$7.11	\$0.00	\$0.00	\$19,415.32	\$9,707.66	\$9,707.66
2021	116.142000	\$17,093.20	\$6.81	\$0.00	\$0.00	\$17,100.01	\$17,100.01	\$0.00
2020	116.599000	\$17,054.55	\$6.67	\$105.97	\$0.00	\$17,167.19	\$17,167.19	\$0.00
2019	116.788000	\$17,188.27	\$6.71	\$0.00	\$0.00	\$17,194.98	\$17,194.98	\$0.00
2018	117.213000	\$17,250.83	\$5.58	\$0.00	\$0.00	\$17,256.41	\$17,256.41	\$0.00
2017	117.293000	\$17,262.60	\$5.58	\$0.00	\$0.00	\$17,268.18	\$17,268.18	\$0.00
2016	117.201000	\$16,830.05	\$4.58	\$0.00	\$0.00	\$16,834.63	\$16,834.63	\$0.00
2015	119.847000	\$17,210.04	\$4.58	\$0.00	\$0.00	\$17,214.62	\$17,214.62	\$0.00
2014	117.365011	\$16,853.63	\$5.94	\$0.00	\$0.00	\$16,859.57	\$16,859.57	\$0.00
2013	120.600691	\$17,318.26	\$5.94	\$0.00	\$0.00	\$17,324.20	\$17,324.20	\$0.00

Tax Authorities

Tax Authority	Tax Rate
0101 STATE	1.500000
0201 COUNTY	29.368000
0518 CITY OF WICHITA	32.762000
0602 USD 259	15.802000
0602 USD 259 SC	8.000000
0602 USD 259 SG	20.000000
0754 USD 259 BOND	7.682000
Total: 115.114000	

SIXTH ADDITION TO CHERRY CREEK HILLS

WICHITA, KANSAS



This plat of "SIXTH ADDITION TO CHERRY CREEK HILLS", Wichita, Kansas, has been submitted to and approved by the Wichita-Sedgwick County Metropolitan Area Planning Commission, Wichita, Kansas. Dated this 28TH day of January, 1982.

Wichita-Sedgwick County Metropolitan Area Planning Commission

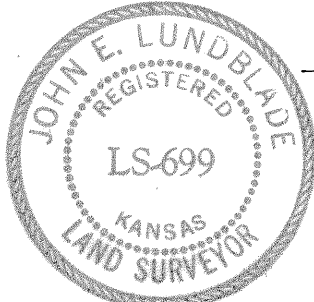
James L. G. G. G. Chairman
Robert A. Lakin Secretary

This plat approved and all dedications shown hereon accepted by the Board of City Commissioners, Wichita, Kansas, this 22ND day of MARCH, 1983.

Albert J. Kirk Mayor
Donald G. G. G. City Clerk

State of Kansas } S.S. We, Baughman Company, P.A.,
Sedgwick County } Surveyors in aforesaid county and state, do hereby
certify that we have surveyed and platted
"SIXTH ADDITION TO CHERRY CREEK HILLS",
Wichita, Kansas, and that the accompanying plat
is a true and correct exhibit of the property
surveyed described as a replat of the south
530 feet of the north 640 feet of Lot 1, Block 1,
Cherry Creek Hills, an Addition to Wichita, Sedgwick
County, Kansas, located in the SW 1/4 of
Section 32, T27S, R2E.

Date May 3, 1982 Baughman Company, P.A.



John E. Lundblad Surveyor

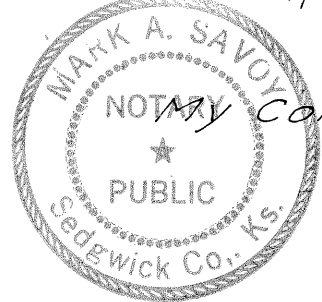
Know all men by these presents, that we,
the undersigned, have caused the land described
in the surveyors certificate to be platted into lots
to be known as "SIXTH ADDITION TO CHERRY
CREEK HILLS, Wichita, Kansas

All abutters rights of access to Rock Rd.
are hereby granted to the City of Wichita, Kansas,
except, however, that Lot 1 shall have access over
the north 15 feet, Lot 4 shall have access over
the south 15 feet, and Lots 2 and 3 shall each
have access at one location, said locations to be
determined by the City Engineer.

Jen Rentals, Inc.

Leslie W. Griffith President
Leslie W. Griffith

State of Kansas } S.S. The foregoing instrument was
Sedgwick County } acknowledged before me this 4th day of June,
1982, by Leslie W. Griffith, President of Jen Rentals, Inc. a Kansas Corporation
on behalf of said Corporation, and Leslie W. Griffith a single person.



Mark A. Savoy Notary Public
My Commission Expires 12 May 1984

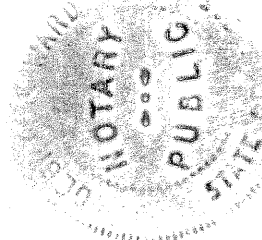
State of Kansas } S.S. This is to certify that
Sedgwick County } this plat has been filed for record in the
Office of the Register of Deeds this 7th
day of April, 1983, at 10 o'clock, A.M.,
and is duly recorded.

Billie E. McCort Register of Deeds
Ed Resa Deputy

We, East Side Bank and Trust, holder
of a mortgage on part of the above des-
cribed property, do hereby consent to
the plat of "SIXTH ADDITION TO CHERRY
CREEK HILLS."

A. Dale Wheeler Pres
A. Dale Wheeler

State of Kansas } S.S. The foregoing instrument
Sedgwick County } was acknowledged before me this 4th day of
May, 1982, by the East Side Bank and Trust,
by A. DALE WHEELER, PRESIDENT



A. Dale Wheeler Notary Public
My Commission Expires Aug. 13, 1984



This digital plat record accurately reproduces, in all details the
original plat filed with the Sedgwick County Register of Deeds.
Digitized under the supervision of Register of Deeds Bill Meek by
Sedgwick County Geographic Information Systems.

Bill Meek, Register of Deeds
Digitized rendition of original signature



Sedgwick County
Register of Deeds - Tonya Buckingham
Doc.#/Flm-Pg: 29854370

Receipt #: 2115833
Pages Recorded: 1
Cashier: spage

Recording Fee: \$21.00

Authorized By: *Tonya Buckingham*

Date Recorded: 06/11/2019 03:34:14 PM

KANSAS WARRANTY DEED

Grantor(s): Cedar Cove, LLC, a Kansas limited liability company

Grantee(s): Industrial Fund of Omaha, LLC, a Kansas limited liability company
Grantee(s) mailing address: 2024 N. Woodlawn, Suite 200, Wichita, KS 67208

In consideration of One Dollar and other valuable considerations, the receipt of which is hereby acknowledged, the Grantor(s) **GRANT, BARGAIN, WARRANT AND CONVEY** to Grantee(s), the following described premises, to wit:

**Lots 1, 2, 3, and 4, Sixth Addition to Cherry Creek Hills, Wichita, Kansas,
Sedgwick County, Kansas.**

subject to all easements, restrictions, reservations and covenants, if any, now of record.
The Grantor(s) hereby covenanting that the Grantor(s), their heirs, successors and assigns, will **WARRANT AND DEFEND** the title to the premises unto the Grantee(s), their heirs, successors and assigns, against the lawful claims of all persons whomsoever, excepting however the general taxes for the current calendar year and thereafter, and the special taxes becoming a lien after the date of this deed.

Dated this: 10th day of June, 2019

Cedar Cove, LLC, a Kansas limited liability company

By: The April Family Trust dated August 18, 1981,
Its Sole Member

By: *April L. Speyer*
April L. Speyer, Trustee

State of Tennessee DICKSON County} ss.

This instrument was acknowledged before me on June 6, 2019 by April L. Speyer, Trustee of The April Family Trust dated August 18, 1981, Sole Member of Cedar Cove, LLC, a Kansas limited liability company, for and on behalf of said company.

My appointment expires: 12/23/20

 Security 1st Title
File No. 2294614



Martha Bogle Vaughan
Notary Public

E-Recorded by Security 1st Title LLC
Deborah Beck 316.293.1688
File No. 2294614

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 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.

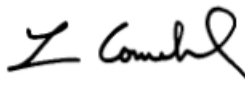
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, 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

Eric Stucky
727 N Waco Ave
Wichita, KS 67203
Ste 300
(316) 293-1650 (Work)
estucky@security1st.com

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. 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 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 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

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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 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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Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title	Buyer:	A Legal Entity, To Be Determined
Issuing Office:	727 N. Waco Ave., Suite 300 Wichita, KS 67203	Title Contact:	Eric Stucky 727 N Waco Ave Wichita, KS 67203 Ste 300 (316) 293-1650 (Work) estucky@security1st.com
ALTA Universal ID:	1010831		
Loan ID Number:			
Commitment No.:	C-ES3021871		
Property Address:	2020 S. Rock Rd. Wichita, KS 67207		

SCHEDULE A

- 1. Commitment Date:**
03/13/2023 at 7:00 AM
- 2. Policy to be issued:**
ALTA Owner's Policy 07-01-2021
Proposed Insured: A Legal Entity, To Be Determined
\$1,000.00
- 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:**
Industrial Fund of Omaha, LLC, a Kansas limited liability company
- 5. The Land is described as follows:**

Lot 1, Sixth Addition to Cherry Creek Hills, Sedgwick County, Kansas.

Security 1st Title, LLC

By: 

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.
5. **Furnish to the Company the identity of the proposed insured and policy liability amount. We reserve the right to make any additional requirements or exceptions upon review.**
6. **File a partial release of the Mortgage dated January 07, 2022, recorded January 11, 2022, as Doc#/Flm-Pg: [30130770](#), made by Industrial Fund of Omaha LLC, a Kansas limited liability company, to Union State Bank, in the amount of \$1,250,000.00.**
7. **File a partial release of the Assignment of Leases/Rents dated January 07, 2022, recorded January 11, 2022, as Doc#/Flm-Pg: [30130771](#), made by Industrial Fund of Omaha LLC, a Kansas limited liability company, to Union State Bank**
8. **File a partial release of the Financing Statement filed January 11, 2022 as Doc#/Flm-Pg: [30130772](#) made by Industrial Fund of Omaha LLC to Union State Bank.**
9. **We have a copy of the Articles of Organization dated December 13, 2007 and a copy of the Operating Agreement dated December 13, 2007 of SUSA Wichita, LLC, a limited liability company. We have a copy of the name change amendment to Industrial Fund of Omaha, LLC dated November 6, 2008. We must be furnished with a copy of any amendments to said documents. We reserve the right to make any additional requirements we deem necessary.**
10. **Any instrument to be executed by Industrial Fund of Omaha, LLC must:**
 - a. Be executed in the limited liability company's name, and
 - b. Be signed by Talal Timsah, Sole Member
11. **File a Warranty Deed from Industrial Fund of Omaha, LLC, a Kansas limited liability company to A Legal Entity, To Be Determined.**

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12. Recording Information for Kansas Counties:

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

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

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.

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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.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **General taxes and special assessments for the fiscal year 2022 in the original amount of \$19,415.32.**

First Installment: \$9,707.66, PAID

Second Installment: \$9,707.66, Due, but not delinquent until May 10, 2023

Property I.D. # C-43754

PIN # 00190344

8. The following matters which are shown on or disclosed by the recorded plat referred to in the legal description: building setback lines, easements, and access controls.
9. **An easement for electric transmission lines, recorded as Misc. Book 160, Page [514](#).**
In favor of: Kansas Gas and Electric Company
Affects: a portion of subject property
10. **An easement for transmission lines, recorded as Misc. Book 309, Page [184](#).**
In favor of: Kansas Gas and Electric Company
Affects: a portion of subject property
11. **Subject property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of certificates and resolutions filed on Film 52, Page [1488](#); Film 54, Page [1](#); Film 69, Page [14](#); Film 574, Page [844](#); Film 576, Page [67](#); and Film 652, Page [322](#).**
12. **Covenants and restrictions contained in/on Film 52, Page [1493](#); Film 403, Page [624](#) and Film 574, Page [871](#).**
13. **An easement for navigable airspace recorded in/on Film 52, Page [1495](#); Film 403, Page [629](#) and Film 574, Page [859](#).**

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14. The terms and provisions contained in the document entitled "Joint Access Easement" filed as Film 399, Page [1242](#).
15. The terms and provisions contained in the document entitled "Lot Split" filed as Film 403, Page [636](#).
16. The terms and provisions contained in the document entitled "Private Drainage Easement" filed as Film 572, Page [1322](#).
17. An easement for ingress and egress recorded in/on Film 714, Page [539](#).
18. Affidavit by a Kansas Gas and Electric Company employee claiming right-of-way over a portion of subject property recorded in/on Film 742, Page [599](#).
19. The terms and provisions contained in the document entitled "Access and Drainage Easement" filed as Film 945, Page [593](#).
20. An easement for electric and communication transmission and distribution lines, recorded as Doc#/Flm-Pg: [29495400](#).
In favor of: Kansas Gas and Electric Company
Affects: a portion of subject property
21. The terms and provisions contained in the document entitled "Agreement for Encroachment" filed as Doc#/Flm-Pg: [29495401](#).
22. Rights of the following parties, as tenants:
 - a. Ansta, Inc., as evidenced by instrument filed on Film 691, Page 325.
 - b. Jobarco, Inc., as evidenced by instrument filed on Film 776, Page 1135.
 - c. Fireside Enterprises, Inc., as evidenced by instrument filed on Film 780, Page 706.
 - d. NBW Travel, Inc. d/b/a No Better Way Travel, as evidenced by instrument filed on Film 995, Page 1015.
 - e. Ferdinand "Fred" Ortiz d/b/a College Hill Cleaners, as evidenced by instrument filed on Film 1218, Page 944.
23. Rights or claims of parties in possession not shown by the public records.

The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$1,000.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charge for same shall have been paid.

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