



First American Title™

Commitment for Title Insurance
Kansas - 2021 v. 01.00 (07-01-2021)

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

Donna Westmoland
(620) 669-8289 (Work)
dwestmoland@security1st.com

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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 faith reliance to:

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- 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:	1001 N. Main Street Hutchinson, KS 67501	Title Contact:	Donna Westmoland (620) 669-8289 (Work) dwestmoland@security1st.com
ALTA Universal ID:	1100300		
Loan ID Number:			
Commitment No.:	KS-C3038036		
Property Address:	00000 E. 11th Ave Hutchinson, KS 67501		

SCHEDULE A

1. Commitment Date:

07/26/2023 at 07:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021

\$1,000.00

Proposed Insured: A Legal Entity, To Be Determined

The estate or interest to be insured: Fee Simple, as to Parcel 1;

Appurtenant Easement as to Parcel 1a

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple, as to Parcel 1; Appurtenant Easement as to Parcel 1a

4. The Title is, at the Commitment Date, vested in:

Lone Star Bank, a Texas banking association

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-C3038036

Exhibit A

Parcel No. 1

A tract of land being a part of Home Depot Addition, an Addition to Reno County, Kansas, lying in the Northeast Quarter of Section 8, Township 23 South, Range 5 West of the 6th P.M., Reno County, Kansas more particularly described as follows: Lot 2, Home Depot Addition, as Addition to Reno County, Kansas.

Parcel No. 1a

A non-exclusive easement for the benefit of the above described Parcel 1 as created by the "Access Easement Agreement" filed on August 17, 2001 in Book 350, Page [54](#) for access over and across the property described therein.

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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.
5. **File a release of Mortgage dated JULY 30, 2007, recorded AUGUST 06, 2007, as Book 816, Page [189](#), made by Hutchinson Outlots, L.L.C., to First National Bank of Omaha, in the amount of \$2,707,500.00.**
6. **File a Warranty Deed from an authorized officer of Lone Star Bank, a Texas banking association to A Legal Entity, To Be Determined.**
7. **Provide this company with a properly completed and executed Owner's Affidavit.**
8. **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: 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.

9. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in the Conditions, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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 2022 in the amount of \$10,853.78, PAID.**

Property ID # 1-37363

8. **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 RENO County Register of Deeds.**
9. **Easements, setback lines or servitudes, if any, reflected on the plat of said land or otherwise appearing in the public records.**
10. **Easement granted to Elliot Megdal and Associates, Pac-N-W as set forth in Book 350, Page [54](#) on August 17, 2001.**
11. **Easement granted to Elliot Megdal and Associates, Pac-N-W as set forth in Book 350, Page [55](#) on August 17, 2001.**
12. **The terms and provisions contained in the document entitled "Road Petition" filed as Book 119, Page [168](#) on August 30, 1963.**
13. **Easement as set forth in Book 152, Page [171](#) on September 6, 1972.**
14. **Easement as set forth in Book 202, Page [110](#) on August 23, 1984.**
15. **Easement as set forth in Book 259, Page [109](#) on August 27, 1992.**
16. **Easement as set forth in Book 275, Page [376](#) on January 10, 1994.**
17. **Easement as set forth in Book 300, Page [105](#) on July 5, 1996.**

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18. Covenants and restrictions contained in/on Covenants recorded August 17, 2001 in Book 350, Page [53](#); Amendment recorded July 28, 2004 in Book 389, Page [200](#).
19. Rights of the owners of the mineral estate as conveyed or reserved on/in Warranty Deed recorded May 4, 1978 in Book 440, Page [247](#) and in Deed recorded December 29, 2003 in Book 465, Page 374, and of the parties claiming thereunder.
20. "In the Matter of the Proposed Extension of the Boundaries of Equus Beds Groundwater Management District No. 2", recorded January 4, 1989 in Book 219 at Page [147](#) of the Reno County Record.

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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