

PROPERTY INFORMATION



AUCTION

S. SALEM RD.

S. HIGH POINT RD.

W. IRISH CREEK RD.

S. CENTENNIAL RD.

PARCEL 1

W. CASTLETON RD.

WEIGAND ONLINE ABSOLUTE AUCTION

99.00± Acres in Arlington, KS

**Bidding Ends:
Thursday, October 26 at 12:00 PM CT**



Kevin Howell, Auctioneer
316-292-3971 | khowell@weigand.com



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TITLE COMMITMENT

Summary

Parcel ID	2541800000002000
Quick Ref ID	R31600
Property Address	W CASTLETON RD ARLINGTON, KS 67514
Brief Tax Description	TROY TOWNSHIP, S18, T25, R07W, ACRES 98.9, SE1/4 EXC E 60A AND LESS RD ROW (Note: Not to be used on legal documents)
Taxing Unit Group	270
Lot Size (SF)	N/A
Acreage	98.99
Property Class	Agricultural Use
Zoning	N/A
Lot Block Subdivision	- - - TROY TOWNSHIP
S-T-R	18-25-07W
Deed Book & Page	
Neighborhood	802

Owner

Primary Owner
Locke, Judith Belle & Haworth, Judith Belle
1611 N B St
Ellensburg, WA 98926

Ag Acreage

Details:									Summary:	
Ag Type	Ag Acres	Ag Soil	Non-irrigated Base Rate	Non-irrigated Adjusted Rate	Irrigated Base Rate	Irrigated Adjusted Rate	Total Value		Dry Land Acres	38.39
DR	0.44	5560	54	54	0	0	20		Irrigated Acres	
DR	8.77	5680	39	39	0	0	340		Native Grass Acres	60.60
DR	9.83	5858	246	246	0	0	2420		Tame Grass Acres	
DR	17.77	5956	292	292	0	0	5190		Total Ag Acres	98.99
DR	1.58	5960	330	330	0	0	520		Total Ag Value	13090.00
NG	23.28	5560	135	135	0	0	3140			
NG	8.62	5680	45	45	0	0	390			
NG	6.74	5800	72	72	0	0	490			
NG	0.88	5858	27	27	0	0	20			
NG	17.57	5956	27	27	0	0	470			
NG	3.51	5959	27	27	0	0	90			

Other Buildings

Occupancy	MSCIs	Rank	Qty	Year Built	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Class	Value
Tool Shed	D	1.00	1	1900	336	76	8	24 X 14	1	0	0	A	0

Other Building Components

Code	Units	Pct	Size	Rank	Year
910-Single-Wall-Boards on Wood	0	100	0		0

Valuation

2023 Appraised Value				2022 Appraised Value			
Class	Land	Building	Total	Class	Land	Building	Total
A	\$13,090	\$0	\$13,090	A	\$13,600	\$0	\$13,600
Total	\$13,090	\$0	\$13,090	Total	\$13,600	\$0	\$13,600

No data available for the following modules: Market Land Info, Residential Information, Mobile Home Information, Commercial Information, Building Permits, Photos, Sketches.

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 **Schneider**
GEOSPATIAL

Version 3.1.7



Summary

Tax ID LOCK00050
Tax Year 2022
Name LOCKE, JUDITH BEL
Property Address 00000 W CASTLETON
Sec-Twp-Rng 18--2-07
Description
Parcel ID/Cama 2541800000002000
Parcel Classes RL
Tax Unit 270

Tax History

Tax Year	Assessed Valuation	Mill Levy	Ad Valorem	Special Assessments	Total Tax	Total Paid	DIQ
2022	\$0	0.000	\$0.00	\$0.00	\$594.00	\$594.00	N
2022	\$0	0.000	\$0.00	\$765,792.00	\$96.00	\$96.00	N
2022	\$0	0.000	\$0.00	\$0.00	\$4.94	\$4.94	N
2021	\$0	0.000	\$0.00	\$0.00	\$604.14	\$604.14	N
2021	\$0	0.000	\$0.00	\$765,888.00	\$96.00	\$96.00	N
2021	\$0	0.000	\$0.00	\$0.00	\$4.95	\$4.95	N
2020	\$0	0.000	\$0.00	\$0.00	\$587.76	\$587.76	N
2020	\$0	0.000	\$0.00	\$765,984.00	\$96.00	\$96.00	N
2020	\$0	0.000	\$0.00	\$0.00	\$4.95	\$4.95	N
2019	\$0	0.000	\$0.00	\$0.00	\$572.62	\$572.62	N
2019	\$0	0.000	\$0.00	\$766,080.00	\$96.00	\$96.00	N
2019	\$0	0.000	\$0.00	\$0.00	\$4.95	\$4.95	N
2018	\$0	0.000	\$0.00	\$0.00	\$566.84	\$566.84	N
2018	\$0	0.000	\$0.00	\$734,252.00	\$92.00	\$92.00	N
2018	\$0	0.000	\$0.00	\$0.00	\$4.95	\$4.95	N
2017	\$0	0.000	\$0.00	\$0.00	\$544.18	\$544.18	N
2017	\$0	0.000	\$0.00	\$0.00	\$4.94	\$4.94	N
2016	\$0	0.000	\$0.00	\$0.00	\$479.24	\$479.24	N
2016	\$0	0.000	\$0.00	\$0.00	\$4.95	\$4.95	N
2015	\$0	0.000	\$0.00	\$0.00	\$424.74	\$424.74	N
2015	\$0	0.000	\$0.00	\$0.00	\$4.95	\$4.95	N
2014	\$0	0.000	\$0.00	\$0.00	\$379.10	\$379.10	N
2014	\$0	0.000	\$0.00	\$0.00	\$4.95	\$4.95	N
2013	\$0	0.000	\$0.00	\$0.00	\$362.06	\$362.06	N
2013	\$0	0.000	\$0.00	\$0.00	\$4.95	\$4.95	N
2012	\$0	0.000	\$0.00	\$0.00	\$349.60	\$349.60	N
2012	\$0	0.000	\$0.00	\$0.00	\$4.95	\$4.95	N
2011	\$0	0.000	\$0.00	\$0.00	\$347.70	\$347.70	N
2011	\$0	0.000	\$0.00	\$0.00	\$4.95	\$4.95	N
2010	\$0	0.000	\$0.00	\$0.00	\$363.40	\$363.40	N
2010	\$0	0.000	\$0.00	\$2.47	\$4.95	\$4.95	N
2009	\$0	0.000	\$0.00	\$2.47	\$4.95	\$4.95	N
2009	\$0	0.000	\$0.00	\$0.00	\$364.93	\$364.93	N
2008	\$0	0.000	\$0.00	\$2.47	\$4.95	\$4.95	N
2008	\$0	0.000	\$0.00	\$0.00	\$375.53	\$375.53	N
2007	\$0	0.000	\$0.00	\$2.47	\$4.95	\$4.95	N
2007	\$0	0.000	\$0.00	\$0.00	\$382.09	\$382.09	N
2006	\$0	0.000	\$0.00	\$0.00	\$378.59	\$378.59	N
2006	\$0	0.000	\$0.00	\$2.47	\$4.95	\$4.95	N
2005	\$0	0.000	\$0.00	\$2.47	\$4.95	\$4.95	N
2005	\$0	0.000	\$0.00	\$0.00	\$373.43	\$373.43	N
2004	\$0	0.000	\$0.00	\$2.47	\$4.94	\$4.94	N
2004	\$0	0.000	\$0.00	\$0.00	\$362.96	\$362.96	N
2003	\$0	0.000	\$0.00	\$2.47	\$4.95	\$4.95	N
2003	\$0	0.000	\$0.00	\$0.00	\$321.81	\$321.81	N
2002	\$0	0.000	\$0.00	\$0.00	\$344.51	\$344.51	N
2002	\$0	0.000	\$0.00	\$2.47	\$4.95	\$4.95	N
2001	\$0	0.000	\$0.00	\$0.00	\$310.39	\$310.39	N
2001	\$0	0.000	\$0.00	\$2.47	\$4.95	\$4.95	N
2000	\$0	0.000	\$0.00	\$2.47	\$4.95	\$4.95	N

Tax Year	Assessed Valuation	Mill Levy	Ad Valorem	Special Assessments	Total Tax	Total Paid	DIq
2000	\$0	0.000	\$0.00	\$0.00	\$308.69	\$308.69	N
1999	\$0	0.000	\$0.00	\$0.00	\$281.40	\$281.40	N
1999	\$0	0.000	\$0.00	\$2.45	\$4.90	\$4.90	N
1998	\$0	0.000	\$0.00	\$0.00	\$267.64	\$267.64	N
1998	\$0	0.000	\$0.00	\$2.45	\$4.90	\$4.90	N
1997	\$0	0.000	\$0.00	\$0.00	\$277.48	\$277.48	N
1997	\$0	0.000	\$0.00	\$2.45	\$4.90	\$4.90	N

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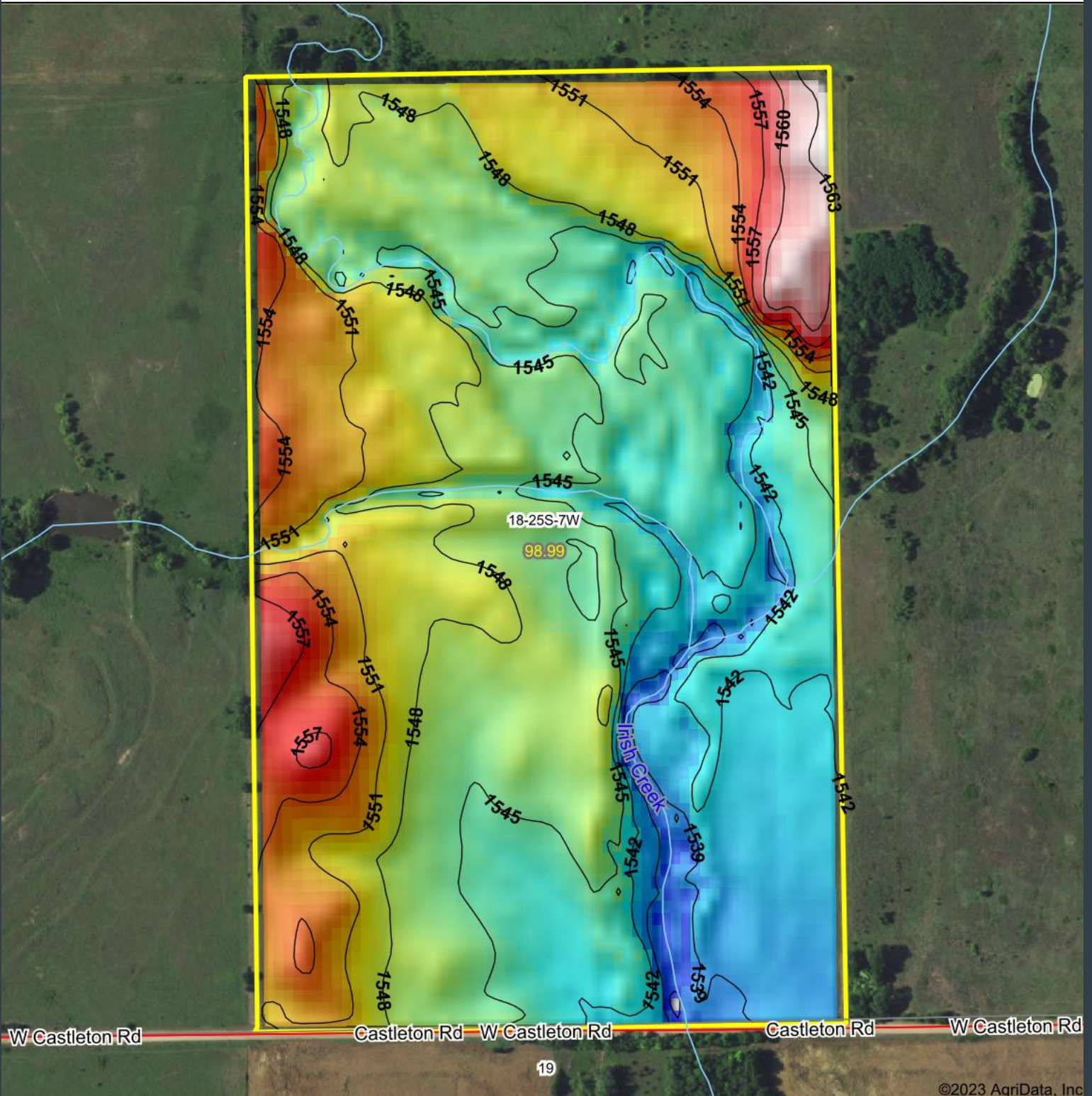
Developed by



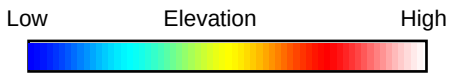
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Version 3.1.7

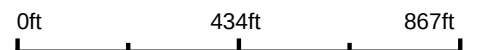
Topography Hillshade



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Source: USGS 10 meter dem



Interval(ft): 3

Min: 1,535.0

Max: 1,563.9

Range: 28.9

Average: 1,547.0

Standard Deviation: 5.05 ft



8/1/2023

18-25S-7W
Reno County
Kansas

Boundary Center: 37° 52' 20.28, -98° 7' 47.25



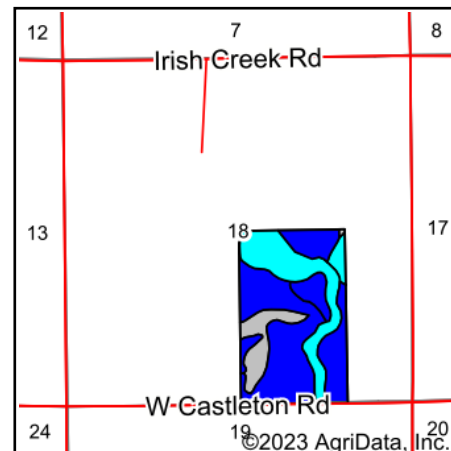
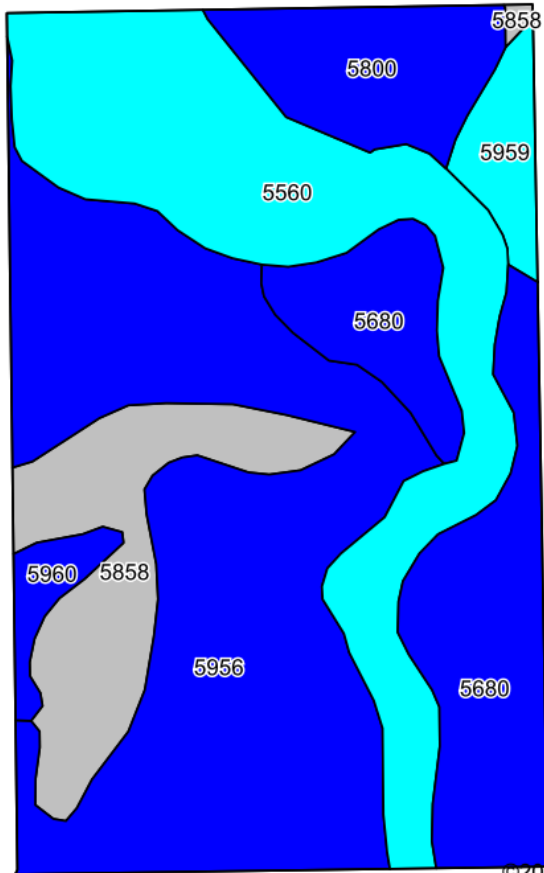
Maps Provided By:



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www.AgriDataInc.com

Soils Map



State: **Kansas**
 County: **Reno**
 Location: **18-25S-7W**
 Township: **Troy**
 Acres: **98.99**
 Date: **8/1/2023**



Maps Provided By:



Soils data provided by USDA and NRCS.

Area Symbol: KS155, Soil Area Version: 19

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Irr Class *c	Range Production (lbs/acre/yr)	*n NCCPI Soybeans
5956	Shellabarger sandy loam, 1 to 3 percent slopes	36.64	37.0%		Ile	Ile	2550	51
5560	Kanza-Ninnescah sandy loams, frequently flooded	24.01	24.3%		Vw		7000	28
5680	Yaggy-Saxman complex, occasionally flooded	16.19	16.4%		Ilw	Ilw	4650	25
5858	Albion-Shellabarger sandy loams, 1 to 3 percent slopes	10.68	10.8%		Ille	Ille	2700	42
5800	Mahone loamy fine sand, rarely flooded	6.98	7.1%		Ilw	Ilw	4513	39
5959	Shellabarger, eroded, and Albion soils, 6 to 15 percent slopes	2.79	2.8%		Vle	Vle	2550	41
5960	Shellabarger-Nalim complex, 1 to 3 percent slopes	1.70	1.7%		Ile	Ile	3146	57
Weighted Average					2.95	*-	4137.6	*n 39.2

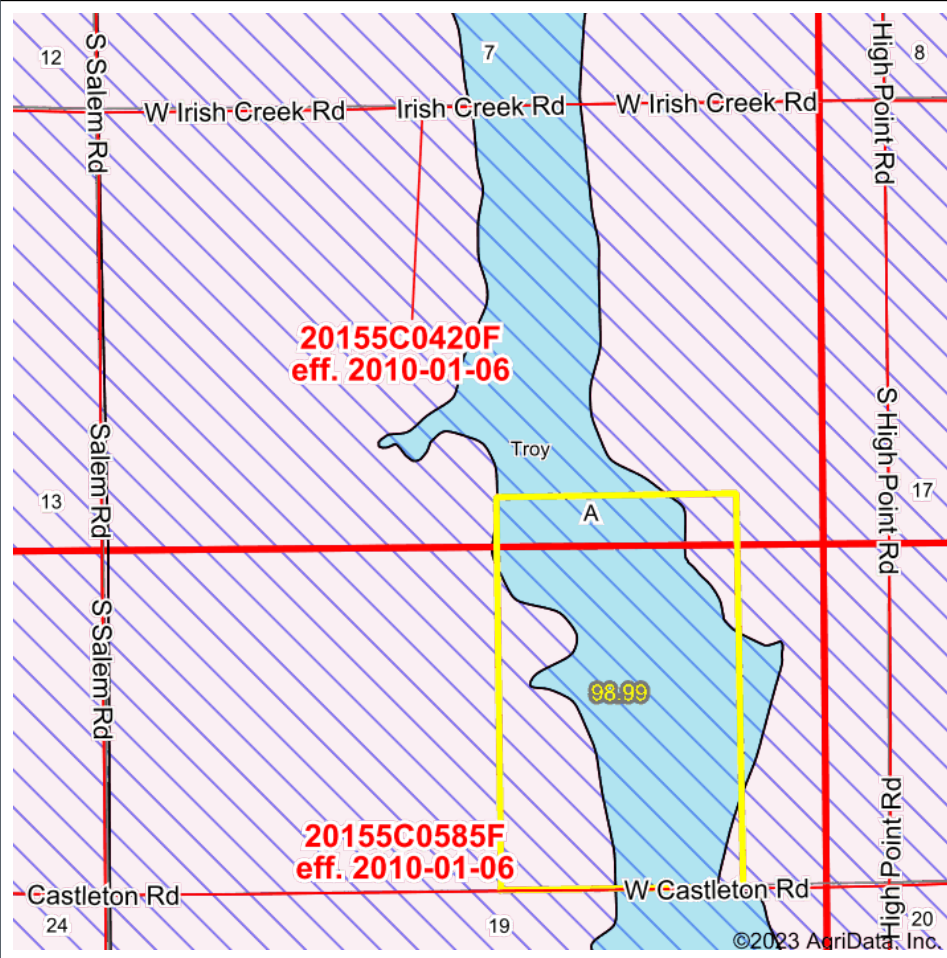
n: The aggregation method is "Weighted Average using all components"

c: Using Capabilities Class Dominant Condition Aggregation Method

- Irr Class weighted average cannot be calculated on the current soils data due to missing data.

Soils data provided by USDA and NRCS.

FEMA Report



Map Center: 37° 52' 34.43, -98° 7' 58.77
 State: KS Acres: 98.99
 County: Reno Date: 8/1/2023
 Location: 18-25S-7W
 Township: Troy

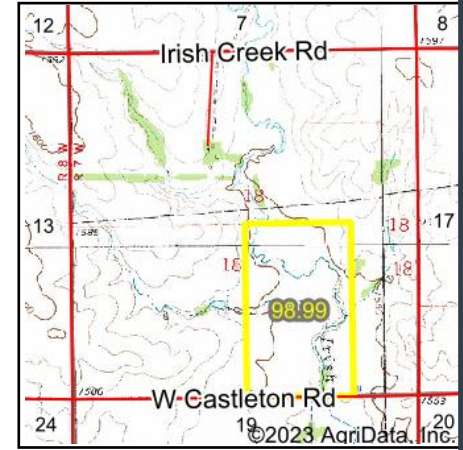
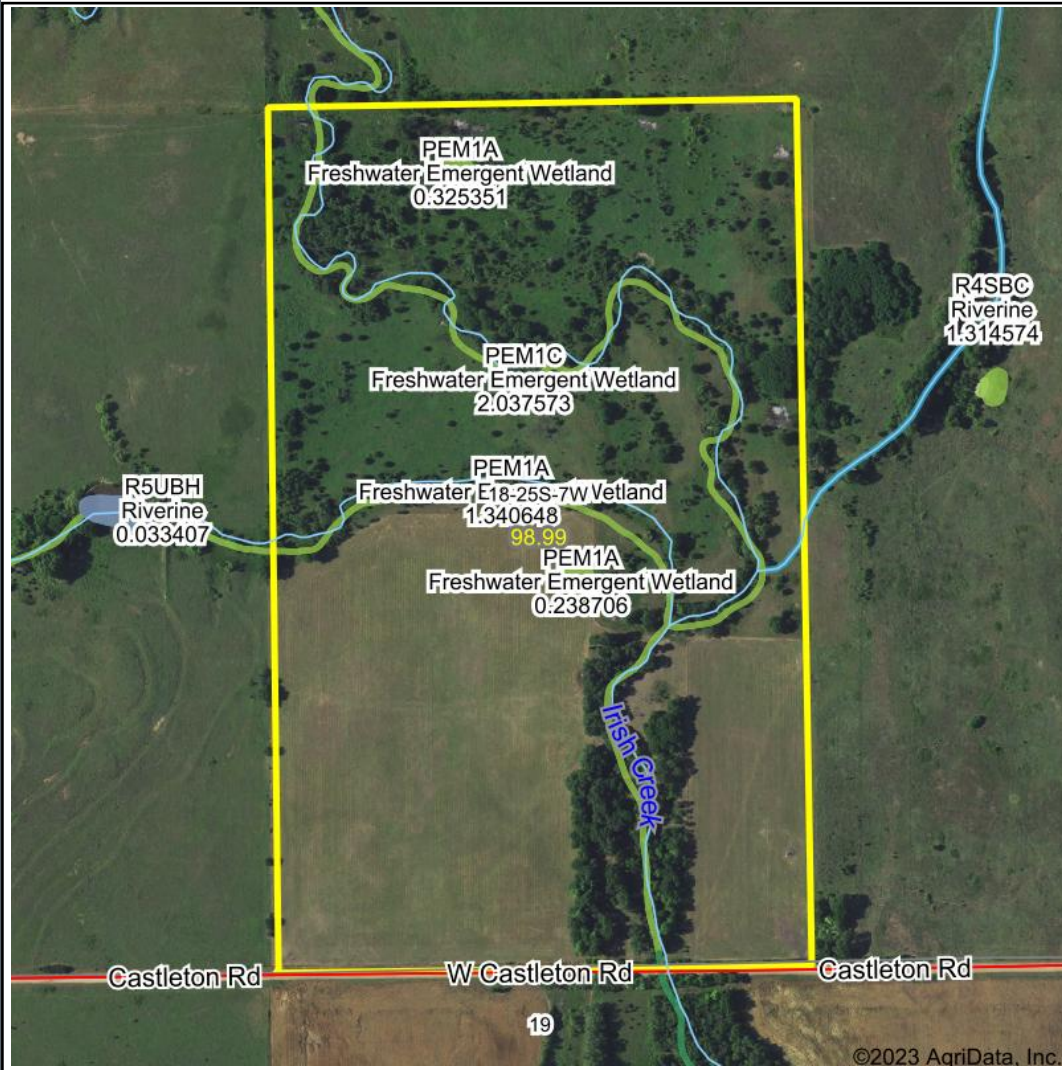


Maps Provided By:
surety
 CUSTOMIZED ONLINE MAPPING
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Name		Number	County	NFIP Participation	Acres	Percent
RENO COUNTY		200567	Reno	Regular	98.99	100%
Total					98.99	100%
Map Change			Date	Case No.	Acres	Percent
No					0	0%
Zone	SubType			Description	Acres	Percent
A				100-year Floodplain	65.55	66.2%
X	AREA OF MINIMAL FLOOD HAZARD			Outside 500-year Floodplain	33.44	33.8%
Total					98.99	100%
Panel			Effective Date		Acres	Percent
20155C0585F			1/6/2010		86.29	87.2%
20155C0420F			1/6/2010		12.7	12.8%
Total					98.99	100%

Wetlands Map



State: **Kansas**
 Location: **18-25S-7W**
 County: **Reno**
 Township: **Troy**
 Date: **8/1/2023**



Maps Provided By:



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0ft 675ft 1349ft

Classification Code	Type	Acres
PEM1A	Freshwater Emergent Wetland	1.73
PEM1C	Freshwater Emergent Wetland	1.59
R4SBC	Riverine	0.09
PFOA	Freshwater Forested/Shrub Wetland	0.02
Total Acres		3.43

Data Source: National Wetlands Inventory website. U.S. DoI, Fish and Wildlife Service, Washington, D.C. <http://www.fws.gov/wetlands/>

Upon recordation, return to:

Reserved for Register of
Deeds

MARTINDELL, SWEARER & SHAFFER, LLP
ATTORNEYS AT LAW
20 COMPOUND DRIVE, BOX 1907
HUTCHINSON, KANSAS 67504-1907

602/124
(1)
Entered in Transfer Record in My
Office the Dec 2008
Day of Dec 2008
County Clerk

STATE OF KANSAS
RENO COUNTY

This instrument was filed for record on
the 1 day of Dec A.D. 2008
at 8:40 o'clock PM and duly
recorded in Book 602 on Page 6
Fee \$ 12.00

TRUSTEE'S DEED

This indenture made this 25th day of November, 2008, by and between JUDITH B. LOCKE, AS SUCCESSOR TRUSTEE OF THE CLARA BELLE HAWORTH LIVING TRUST created by Declaration of Trust dated July 5, 1996, as GRANTOR, and JUDITH BELLE LOCKE, as GRANTEE.

THE GRANTOR, by virtue of the terms and provisions of said trust agreement, in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, does hereby grant and convey to JUDITH BELLE LOCKE, the following-described real estate in Reno County, Kansas, to-wit:

Tract 1: South Eighty-four (84) acres of the Southeast Quarter (SE/4) of Section 12, Township 24 South, Range 8 West of the 6th P.M.;

Tract 2: Southwest Quarter (SW/4) of Section 13, Township 25 South, Range 8 West of the 6th P.M.; except a tract described as follows: Commencing at the Southwest Corner of the Southwest Quarter of Section 13, Township 25 South, Range 8 West of the 6th Principal Meridian; thence East along the South line of said Southwest Quarter 1876.46 feet for the point of beginning; thence with a deflection angle 89°56'16" left - North 30.00 feet; thence with a deflection angle 52°19'03" left - Northwesterly 77.98 feet; thence with a deflection angle 52°24'41" right - North 338.55 feet; thence with a deflection angle 90°46'26" right - East 32.98 feet; thence with a deflection angle 90°02'53" left - North 54.73 feet; thence with a deflection angle 43°24'41" right - Northeasterly 42.18 feet; thence with a deflection angle 39°30'19" right - Easterly 341.52 feet; thence with a deflection angle 96°15'49" right - South 537.55 feet to the South line of said Southwest Quarter; thence with a deflection angle 89°56'16" right - West along the South line of said Southwest Quarter 341.42 feet to the point of beginning;

Tract 3: Southeast Quarter (SE/4) of Section 13, Township 25 South, Range 8 West of the 6th P.M.;

Tract 4: The Southeast Quarter of the Southwest Quarter (SE/4 SW/4) of Section 11, Township 25 South, Range 8 West of the 6th P.M.;

602/124 (2)

Tract 5: South one-half of the Southwest Quarter of the Southwest Quarter (S/2 SW/4 SW/4) of Section 11, Township 25 South, Range 8 West of the 6th P.M., except a tract commencing at the Southwest corner of Section 11, thence North 584 feet, thence East 80 rods; thence South 584 feet; thence West to place of beginning;

and

Tract 6: An undivided three-fourths (3/4) interest in the West 100 acres of the Southeast Quarter (SE/4) of Section 18, Township 25 South, Range 7 West of the 6th P.M.,

Grantee already owned the other 1/4 interest ✓

(3/4)

Except and subject to: Easements, restrictions and rights-of-way of record, if any.

THE GRANTOR covenants that the trust remains in full force and effect at this time, and that the Successor Trustee has authorization, without limitation, to convey all of the above-described real estate.

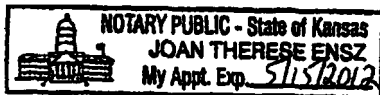
(PURSUANT TO K.S.A. 2007 Supp. 79-1437e(a), A REAL ESTATE VALIDATION QUESTIONNAIRE IS NOT REQUIRED DUE TO EXCEPTION NO. (7).)

CLARA BELLE HAWORTH LIVING TRUST
Created by Declaration of Trust Dated July 5, 1996

By: Judith B. Locke
Judith B. Locke, Successor Trustee

STATE OF KANSAS, COUNTY OF RENO, ss:

The foregoing instrument was acknowledged before me this 25th day of November, 2008, by Judith B. Locke, as Successor Trustee of the Clara Belle Haworth Living Trust created by Declaration of Trust dated July 5, 1996, on behalf of the Trust.



My Commission Expires: _____

Joan Therese EnsZ
Notary Public
Printed Name: Joan Therese EnsZ

STATE OF KANSAS
RENO COUNTY
Entered in Transfer Record on the

22 day of June, 2023

Donna Patton County Clerk

STATE OF KANSAS • RENO COUNTY
This instrument was filed for record on the
22 day of JUNE, 2023 at 2:30 AM PM
and duly recorded in Book 697 Page 158
for a fee of \$ 38.00 — (2) page(s)
Michelle Updegrave
Michelle Updegrave, Registrar of Deeds

697/158
(17)

EXECUTOR'S DEED

This indenture is made on this 15th day of June 2023, BY AND BETWEEN LEWIS A. LOCKE, EXECUTOR OF THE ESTATE OF JUDITH B. LOCKE, DECEASED, GRANTOR

and

LEWIS A. LOCKE, TRUSTEE OF THE JUDITH B. LOCKE TESTAMENTARY TRUST, Established January 26, 1998, GRANTEE.

Grantor, vested with full power and authority to execute this deed pursuant to orders and Letters Testamentary issued by the Reno County, Kansas District Court, case #2022 PR 278, does hereby transfer, grant and convey to Grantee, all of said Grantor's interest in and to the following real estate situated in Reno County, Kansas:

Tract 1: South Eighty-four (84) acres of the Southeast Quarter (SE/4) of Section 12, Township 24 South, Range 8 West of the 6th P.M.;

✓ Tract 2: Southwest Quarter (SW/4) of Section 13, Township 25 South, Range 8 West of the 6th P.M.; except a tract described as follows: Commencing at the Southwest Corner of the Southwest Quarter of Section 13, Township 25 South, Range 8 West of the 6th P.M.; thence East along the South line of said Southwest Quarter 1876.46 feet for the point of beginning; thence with a deflection angle 89°56'16" left-North 30.00 feet; thence with a deflection angle 52°19'03" left – Northwesterly 77.98 feet; thence with a deflection angle 52°24'41" right – North 338.55 feet; thence with a deflection angle 90°46'26" right – East 32.98 feet; thence with a deflection angle 90°02'53" left – North 54.73 feet; thence with a deflection angle 43°24'41" right – Northeasterly 42.18 feet; thence with a deflection angle 39°30'19" right – Easterly 341.52 feet; thence with a deflection angle 96°15'49" right – South 537.55 feet to the South line of said Southwest Quarter; thence with a deflection angle 89°56'16" right – West along the South line of said Southwest Quarter 341.42 feet to the point of beginning;

✓ Tract 3: Southeast Quarter (SE/4) of Section 13, Township 25 South, Range 8 West of the 6th P.M.;

✓ Tract 4: The Southeast Quarter of the Southwest Quarter (SE/4 SW/4) of Section 11, Township 25 South, Range 8 West of the 6th P.M.;

697/158 (2)

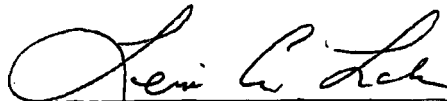
Tract 5: South one-half of the Southwest Quarter of the Southwest Quarter (S/2 SW/4 SW/4) of Section 11, Township 25 South, Range 8 West of the 6th P.M.; except a tract commencing at the Southwest corner of Section 11, thence North 584 feet, thence East 80 rods; thence South 584 feet, thence West to place of beginning;

and

Tract 6: The West 100 acres of the Southeast Quarter (SE/4) of Section 18, Township 25 South, Range 7 West of the 6th P.M.

EXCEPT and SUBJECT TO all reservations, restrictions, easements and rights of way, either visible or of record.

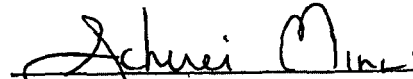
No real estate sales validation questionnaire is required pursuant to K.S.A. 79-1437e(14).



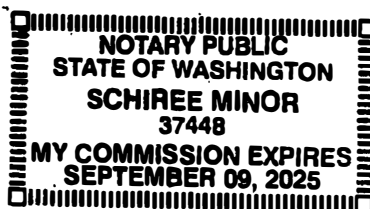
Lewis A. Locke,
Executor of the Estate of Judith B. Locke, Deceased

STATE OF WASHINGTON, COUNTY OF KITTITAS, ss.

On the 15th day of June 2023, the foregoing Executor's Deed was acknowledged before me by Lewis A. Locke, Executor of the Estate of Judith B. Locke, deceased.


Notary Public

My Appt. Exp.: 9-9-25



Send tax statements to: Lewis A. Locke, 1611 N. B St., Ellensburg, WA 98926.



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

Becky Young
(620) 669-8289 (Work)
(620) 669-8280 (Work Fax)
byoung@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:	Becky Young (620) 669-8289 (Work) (620) 669-8280 (Work Fax) byoung@security1st.com
ALTA Universal ID:	1100300		
Loan ID Number:			
Commitment No.:	KS-C3035808		
Property Address:	00000 W. Castleton Rd Arlington, KS 67514		

SCHEDULE A

1. Commitment Date:

07/07/2023 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

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:

Lewis A. Locke, Trustee of the Judith B. Locke Testamentary Trust, Established January 26, 1998

5. The Land is described as follows:

The West 100 acres of the Southeast Quarter of Section 18, Township 25 South, Range 7 West of the 6th P.M.,
Reno County, Kansas.

Security 1st Title, LLC

By:

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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. **Furnish to the Company the identity of the proposed insured and policy liability amount. We reserve the right to make additional requirements or exceptions upon review.**
6. **Our search of the public records does not disclose a mortgage/deed of trust on the property. We must be advised if you have any knowledge of an unreleased mortgage/deed of trust, recorded or unrecorded. The Company reserves the right to make such further requirements as it deems necessary.**
7. **We have a copy of Probate Case No. RN-2022-PR-000278, In the Matter of the Estate of Judith B. Locke, Deceased, wherein the Judith B. Locke Testamentary Trust was established January 26, 1998. We must be furnished with copies of any Amendments to said Trust, and reserve the right to then make any additional requirements we deem necessary.**
8. **File a Trustee's Deed from Lewis A. Locke, Trustee of the Judith B. Locke Testamentary Trust, Established January 26, 1998, pursuant to the terms and conditions of the Last Will and Testament of Judith B. Locke, AKA Judith Belle Locke, deceased, dated January 26, 1998, to A legal entity, To Be Determined.**

NOTE: Said instrument must make reference to the terms and provisions of the Trust Agreement; be made pursuant to the powers conferred by said Agreement; state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked, and finally, recite the full consideration being received.

9. **Provide this company with a properly completed and executed Owner's Affidavit.**

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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 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 \$694.94, PAID.**

Property ID # 1-29299

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. **Subject to existing road, street or highway rights of way.**
10. **An easement for the transportation of gas, oil, petroleum or any of its products, water and other substances, with right of ingress and egress, recorded as Right of Way Grant filed July 10, 1939, in Book 53, Page [447](#), in favor of Cities Service Gas Company.**
11. **"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.**
12. **Any interest outstanding of record in and to all the oil, gas and other minerals in and under and that may be produced from said premises, together with all rights incident to or growing out of said outstanding minerals, including but not limited to outstanding oil and gas leases and easements.**
13. **Tenancy rights, if any, either month to month or by virtue of written or any other unrecorded leases, of parties now in possession of any part of the premises described herein.**

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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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