

# Property Taxes and Appraisals

## 1900 N JOHNSON DR DERBY

### Property Description

<b>Legal Description</b>	LOT 1 DUCKCREEK ADD.
<b>Owner</b>	SAINT FRANCIS INVESTMENT LLC
<b>Mailing Address</b>	2024 N WOODLAWN STE 200 WICHITA KS 67208
<b>Geo Code</b>	RI DY00959
<b>PIN</b>	00295471
<b>AIN</b>	217360310100400
<b>Tax Unit</b>	5602 141 DERBY U-260 RIDY
<b>Land Use</b>	2105 Strip store center
<b>Market Land Square Feet</b>	67,465
<b>2024 Total Acres</b>	1.55
<b>2024 Appraisal</b>	\$925,070
<b>2024 Assessment</b>	\$231,268

### Commercial Buildings

Building	Units	Built	Sq. Ft.
2-H&R BLOCK & TENANTS (Neighborhood Shopping Ctr)		1990	7,544
2-H&R BLOCK & TENANTS (Neighborhood Shopping Ctr)		2000	6,520

**More Details** View the Property Record Card for full property details \*

\*Information on the property card is as of January 1st

### Appraisal Values

Year	Class	Land	Improvements	Total	Change
2024	Commercial / Industrial	\$404,800	\$520,270	\$925,070	+6%
2023	Commercial / Industrial	\$404,800	\$468,250	\$873,050	+10%
2022	Commercial / Industrial	\$404,800	\$389,030	\$793,830	+12%
2021	Commercial / Industrial	\$404,800	\$301,650	\$706,450	+7%
2020	Commercial / Industrial	\$404,800	\$254,220	\$659,020	
2019	Commercial / Industrial	\$404,800	\$254,220	\$659,020	
2018	Commercial / Industrial	\$404,800	\$254,220	\$659,020	
2017	Commercial / Industrial	\$404,800	\$254,220	\$659,020	+9%
2016	Commercial / Industrial	\$404,800	\$199,300	\$604,100	+1%
2015	Commercial / Industrial	\$404,800	\$194,300	\$599,100	

### Assessment Values

Year	Class	Land	Improvements	Total	Change
2024	Commercial / Industrial	\$101,200	\$130,068	\$231,268	+6%
2023	Commercial / Industrial	\$101,200	\$117,063	\$218,263	+10%

Year	Class	Land	Improvements	Total	Change
2022	Commercial / Industrial	\$101,200	\$97,258	\$198,458	+12%
2021	Commercial / Industrial	\$101,200	\$75,413	\$176,613	+7%
2020	Commercial / Industrial	\$101,200	\$63,555	\$164,755	
2019	Commercial / Industrial	\$101,200	\$63,555	\$164,755	
2018	Commercial / Industrial	\$101,200	\$63,555	\$164,755	
2017	Commercial / Industrial	\$101,200	\$63,555	\$164,755	+9%
2016	Commercial / Industrial	\$101,200	\$49,825	\$151,025	+1%
2015	Commercial / Industrial	\$101,200	\$48,575	\$149,775	

## 2023 Tax Year Special Assessments

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

## Tax Billings

Tax Year	Tax Rate	General Tax	Specials Tax	Interest	Fees	Total	Paid	Balance
2023	141.852000	\$30,961.04	\$7.11	\$0.00	\$0.00	\$30,968.15	\$15,484.08	\$15,484.07
2022	144.118000	\$28,601.38	\$7.11	\$0.00	\$0.00	\$28,608.49	\$28,608.49	\$0.00
2021	144.559000	\$25,531.00	\$6.81	\$0.00	\$0.00	\$25,537.81	\$25,537.81	\$0.00
2020	144.804000	\$23,709.93	\$6.67	\$147.31	\$0.00	\$23,863.91	\$23,863.91	\$0.00
2019	144.936926	\$23,879.08	\$6.71	\$0.00	\$0.00	\$23,885.79	\$23,885.79	\$0.00
2018	144.645000	\$23,831.00	\$5.58	\$0.00	\$0.00	\$23,836.58	\$23,836.58	\$0.00
2017	139.652000	\$23,008.38	\$5.58	\$0.00	\$0.00	\$23,013.96	\$23,013.96	\$0.00
2016	138.347000	\$20,893.87	\$4.58	\$0.00	\$0.00	\$20,898.45	\$20,898.45	\$0.00
2015	140.048000	\$20,975.67	\$4.58	\$0.00	\$0.00	\$20,980.25	\$20,980.25	\$0.00
2014	134.420857	\$20,132.88	\$5.94	\$0.00	\$0.00	\$20,138.82	\$20,138.82	\$0.00

## Tax Authorities

Tax Authority	Tax Rate
0101 STATE	1.500000
0201 COUNTY	28.988000
0506 CITY OF DERBY	46.068000
0603 USD 260	13.945000
0603 USD 260 SC	7.360000
0603 USD 260 SG	20.000000
0706 USD 260 BOND	16.461000
0803 USD 260 REC COMM	7.530000
Total: 141.852000	

# Property Taxes and Appraisals

## PART LOT 2 BEG NW COR LOT 1 N 40 FTE 225 FT S 40 FT TO NE COR LOT 1 W 225 FT TO BEG DUCKCREEK ADD.

### Property Description

<b>Legal Description</b>	PART LOT 2 BEG NW COR LOT 1 N 40 FTE 225 FT S 40 FT TO NE COR LOT 1 W 225 FT TO BEG DUCKCREEK ADD.
<b>Owner</b>	SAINT FRANCIS INVESTMENT LLC
<b>Mailing Address</b>	2024 N WOODLAWN STE 200 WICHITA KS 67208
<b>Geo Code</b>	RI DY009600001
<b>PIN</b>	00295473
<b>AIN</b>	217360310100300
<b>Tax Unit</b>	5602 141 DERBY U-260 RIDY
<b>Land Use</b>	2105 Strip store center
<b>Market Land Square Feet</b>	9,088
<b>2024 Total Acres</b>	.21
<b>2024 Appraisal</b>	\$60,130
<b>2024 Assessment</b>	\$15,033

\*Information on the property card is as of January 1st

### Appraisal Values

Year	Class	Land	Improvements	Total	Change
2024	Commercial / Industrial	\$54,500	\$5,630	\$60,130	+1%
2023	Commercial / Industrial	\$54,500	\$5,150	\$59,650	+1%
2022	Commercial / Industrial	\$54,500	\$4,370	\$58,870	+0%
2021	Commercial / Industrial	\$54,500	\$4,150	\$58,650	+0%
2020	Commercial / Industrial	\$54,500	\$4,120	\$58,620	+0%
2019	Commercial / Industrial	\$54,500	\$4,020	\$58,520	+0%
2018	Commercial / Industrial	\$54,500	\$3,780	\$58,280	
2017	Commercial / Industrial	\$54,500	\$3,780	\$58,280	+7%
2016	Commercial / Industrial	\$54,500	\$0	\$54,500	
2015	Commercial / Industrial	\$54,500	\$0	\$54,500	

### Assessment Values

Year	Class	Land	Improvements	Total	Change
2024	Commercial / Industrial	\$13,625	\$1,408	\$15,033	+1%
2023	Commercial / Industrial	\$13,625	\$1,288	\$14,913	+1%
2022	Commercial / Industrial	\$13,625	\$1,093	\$14,718	+0%
2021	Commercial / Industrial	\$13,625	\$1,038	\$14,663	+0%
2020	Commercial / Industrial	\$13,625	\$1,030	\$14,655	+0%
2019	Commercial / Industrial	\$13,625	\$1,005	\$14,630	+0%
2018	Commercial / Industrial	\$13,625	\$945	\$14,570	
2017	Commercial / Industrial	\$13,625	\$945	\$14,570	+7%

Year	Class	Land	Improvements	Total	Change
2016	Commercial / Industrial	\$13,625	\$0	\$13,625	
2015	Commercial / Industrial	\$13,625	\$0	\$13,625	

## 2023 Tax Year Special Assessments

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

## Tax Billings

Tax Year	Tax Rate	General Tax	Specials Tax	Interest	Fees	Total	Paid	Balance
2023	141.852000	\$2,115.45	\$7.11	\$0.00	\$0.00	\$2,122.56	\$1,061.28	\$1,061.28
2022	144.118000	\$2,121.13	\$7.11	\$155.19	\$16.00	\$2,299.43	\$2,299.43	\$0.00
2021	144.559000	\$2,119.65	\$6.81	\$355.89	\$16.00	\$2,498.35	\$2,498.35	\$0.00
2020	144.804000	\$2,109.03	\$6.67	\$13.15	\$0.00	\$2,128.85	\$2,128.85	\$0.00
2019	144.936926	\$2,120.44	\$6.71	\$0.00	\$0.00	\$2,127.15	\$2,127.15	\$0.00
2018	144.645000	\$2,107.50	\$5.58	\$0.00	\$0.00	\$2,113.08	\$2,113.08	\$0.00
2017	139.652000	\$2,034.75	\$5.58	\$0.00	\$0.00	\$2,040.33	\$2,040.33	\$0.00
2016	138.347000	\$1,884.99	\$4.58	\$0.00	\$0.00	\$1,889.57	\$1,889.57	\$0.00
2015	140.048000	\$1,908.18	\$4.58	\$0.00	\$0.00	\$1,912.76	\$1,912.76	\$0.00
2014	134.420857	\$1,814.68	\$5.94	\$0.00	\$0.00	\$1,820.62	\$1,820.62	\$0.00

## Tax Authorities

Tax Authority	Tax Rate
0101 STATE	1.500000
0201 COUNTY	28.988000
0506 CITY OF DERBY	46.068000
0603 USD 260	13.945000
0603 USD 260 SC	7.360000
0603 USD 260 SG	20.000000
0706 USD 260 BOND	16.461000
0803 USD 260 REC COMM	7.530000
Total: 141.852000	



Parcel ID: 087-217-36-0-31-01-004.00-

SGORIONPROD Expanded Appraisal Card

Quick Ref: R192030



Tax Year: 2024

Run Date: 4/1/2024 10:09:51 AM

OWNER NAME AND MAILING ADDRESS

SAINT FRANCIS INVESTMENT LLC

2024 N WOODLAWN STE 200

WICHITA, KS 67208

PROPERTY SITUS ADDRESS

1900 N JOHNSON DR

DERBY, KS 67037

1902 N JOHNSON DR

LAND BASED CLASSIFICATION SYSTEM

**Function:** 2105 Strip store center  
**Activity:** 2110 Goods-oriented shopping  
**Ownership:** 1100 Private-fee simple  
**Site:** 6000 Developed site - with building



**Image Date:** 02/03/2023

GENERAL PROPERTY INFORMATION

**Prop Class:** C Commercial & Industrial - C  
**Property Type:** C-Commercial & Industrial  
**Living Units:**  
**Zoning:** B3  
**Multi-Zoning:** N **Non-Conforming:** N  
**Neighborhood:** 848.9 848.9  
**Economic Adj. Factor:**  
**Map / Routing:** C+ / 217360310100400  
**School District:** 0603 USD 260  
**Legacy ID:** 00295471  
**Investment Class:**  
**Tax Unit Group:** 5602-5602 141 DERBY U-260 RIDY

TRACT DESCRIPTION

LOT 1 DUCKCREEK ADD.

INSPECTION HISTORY

Date	Time	Code	Reason	Appraiser	Contact	Code
10/15/2020	9:50 AM	1	RE	483	POLICE OFFICER	6
11/09/2016	11:00 AM	11	RE	485		
07/23/2012	7:40 AM	12	RE	433		

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp
10-D7706	151,000	Roof	09/17/2010	C	100
10-D7685	18,950	Exterior Alteration	09/14/2010	C	100
09-D6041	11,000	Interior Remodel	10/06/2009	C	100

PROPERTY FACTORS

**Topography:** Level - 1  
**Utilities:** All Public - 1  
**Access:** Paved Road - 1  
**Fronting:** Residential Street - 4  
**Location:** Neighborhood or Spot - 6  
**Parking Type:** Off Street - 1  
**Parking Quantity:** Adequate - 2  
**Parking Proximity:** On Site - 3  
**Parking Covered:**  
**Parking Uncovered:**

2024 APPRAISED VALUE

Cls	Land	Building	Total
C	404,800	520,270	925,070
<b>Total</b>	404,800	520,270	925,070

2023 APPRAISED VALUE

Cls	Land	Building	Total
C	404,800	468,250	873,050
<b>Total</b>	404,800	468,250	873,050

MISCELLANEOUS IMPROVEMENT VALUES

Class	Value	Reason Code
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NEW CONSTRUCTION

Class	Value	Reason Code
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MARKET LAND INFORMATION

Size	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	\$/Unit	Value Est
Sqft	1-Primary Site - 1	67,465				5	75						38	30,000.00	8.00	8.00	8.00	6.00	404,800

**Total Market Land Value** 404,800

GENERAL BUILDING INFORMATION				APARTMENT DATA								CALCULATED VALUES							
Situs: 1900 N JOHNSON DR DERBY, KS 67037												Cost Land:				404,800			
LBCS Structure Code: 2591-Strip shopping center												Cost Building:				605,150			
Bldg No. & Name:		1	2-H&R BLOCK & TENANTS										Cost Total:				1,009,950		
Identical Units:		1	No. of Units:										Ag Use Land:				0		
Total Bldg Area:		14,064	Unit Type:										Ag Buildings:				0		
MS Mult:			MS Zip:										Misc. Buildings:				0		
												Manufactured Homes:				0			
IMPROVEMENT COST SUMMARY												FINAL VALUES				0			
Building RCN:				1,783,010										Value Method:		OVR	Income Value:	0	
Mkt Adj:		100	Eco Adj:												Land Value:		404,800	Market Value:	
Building Value:				554,510										Building Value:		520,270	MRA Value:		
Other Improvement RCN:				253,190										Final Value:		925,070	New Construction:	0	
Other Improvement Value:				50,640										Prior Value:			Indexed Value:	0	

BUILDING COMMENTS

SKETCH VECTORS

COMMERCIAL BUILDING SECTIONS & BASEMENTS																						
Sec	Occupancy	MSCIs	Rank	Yr Blt	Eff Yr	Levels	Stories	Area	Perim	Hgt	Phys	Func	Econ	OVR %	Rsn	Inc Use	Net Area	Cls	% Comp	RCN	% Gd	Value
1	412-Neighborhood Shopping Ctr	D	2.33	1990		01 / 01		7,544	414	13	2	2				034			0	956,390	26	248,660
2	412-Neighborhood Shopping Ctr	D	2.33	2000		01 / 01		6,520	275	16	2	2				034			0	826,620	37	305,850

OTHER BUILDING IMPROVEMENTS																						
No.	Occupancy	MSCIs	Rank	Qty	Yr Blt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls	% Comp	RCN	%Gd	Value
1	163-Site Improvements	C	2.00	1	1990			10		8				1.00	2	2			0	11,920	20	2,380
2	163-Site Improvements	C	2.00	1	1990			10		8				1.00	2	2			0	205,890	20	41,180
3	163-Site Improvements	C	2.00	1	1990			10		8				1.00	2	2			0	7,600	20	1,520
4	163-Site Improvements	C	2.00	1	1990			10		8				1.00	2	2			0	24,880	20	4,980
5	163-Site Improvements	C	2.00	1	1990			10		8				1.00	2	2			0	2,900	20	580

COMMERCIAL BUILDING SECTION COMPONENTS									
Sec	Code	Units	Pct	Size	Other	Rank	Year		
1	885-Stud -EIFS (Synthetic Stucco)		85						
1	849-Curtain-Metal with Glass Panels		15						
1	611-Package Unit		100						
1	8065-Canopy, Retail Wood Frame	176							
2	885-Stud -EIFS (Synthetic Stucco)		85						
2	849-Curtain-Metal with Glass Panels		15						
2	611-Package Unit		100						
2	8065-Canopy, Retail Wood Frame	92							

OTHER BUILDING IMPROVEMENT COMPONENTS									
No.	Code	Units	Pct	Size	Other	Rank	Year		
1	6605067-Outdoor Floodlight, Incandes	4							
1	6605071-Outdoor Lighting Pole, Steel	24			4				
2	8350-Paving, Asphalt with Base	43,900							
3	6605064-Outdoor Floodlight, Mercury \	2							
3	6605071-Outdoor Lighting Pole, Steel	24			2				
4	8355-Paving, Concrete with Base	3,600							
5	6605064-Outdoor Floodlight, Mercury \	2							



Parcel ID: 087-217-36-0-31-01-004.00-

SGORIONPROD Expanded Appraisal Card

Quick Ref: R192030



Tax Year: 2024

Run Date: 4/1/2024 10:09:51 AM



Parcel ID: 087-217-36-0-31-01-004.00-

SGORIONPROD Expanded Appraisal Card

Quick Ref: R192030



Tax Year: 2024

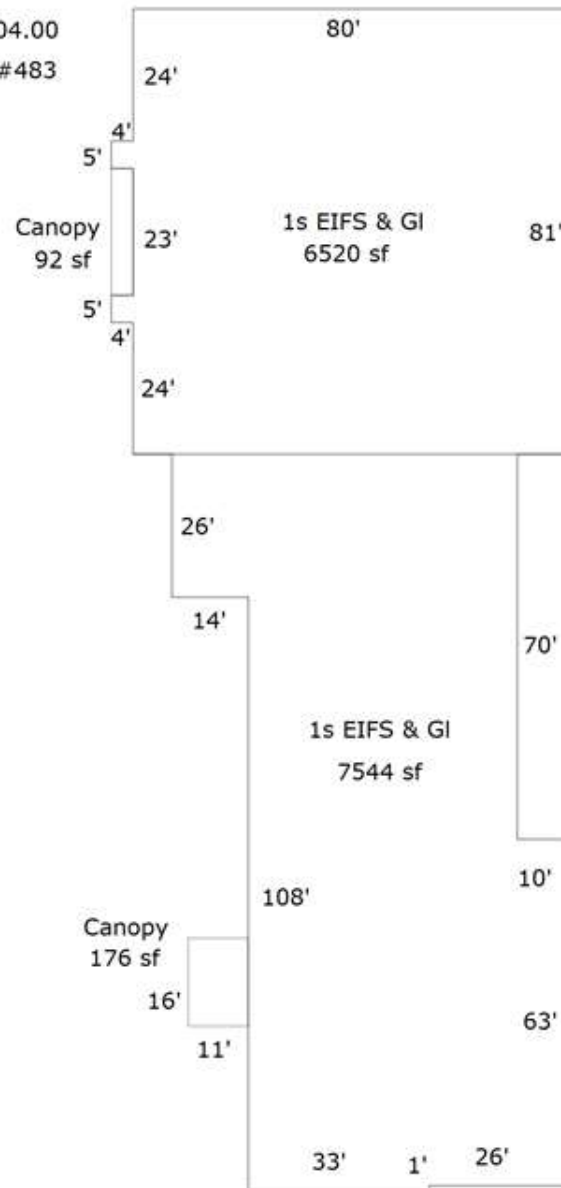
Run Date: 4/1/2024 10:09:51 AM

Plot Plan Sketch

217-36-0-31-01-004.00

Revised 10/20 #483

Johnson Drive



Drawn by: [Name]





Parcel ID: 087-217-36-0-31-01-003.00-

SGORIONPROD Expanded Appraisal Card

Quick Ref: R192029



Tax Year: 2024

Run Date: 4/1/2024 10:09:05 AM

OWNER NAME AND MAILING ADDRESS

SAINT FRANCIS INVESTMENT LLC

2024 N WOODLAWN STE 200

WICHITA, KS 67208

PROPERTY SITUS ADDRESS

LAND BASED CLASSIFICATION SYSTEM

Function: 2105 Strip store cent Sfx:  
Activity: 2110 Goods-oriented shopping  
Ownership: 1100 Private-fee simple  
Site: 6000 Developed site - with building

GENERAL PROPERTY INFORMATION

Prop Class: C Commercial & Industrial - C  
Property Type: C-Commercial & Industrial  
Living Units:  
Zoning: B3  
Multi-Zoning: N Non-Conforming: N  
Neighborhood: 848.9 848.9  
Economic Adj. Factor:  
Map / Routing: / 217360310100400  
School District: 0603 USD 260  
Legacy ID: 00295473  
Investment Class:  
Tax Unit Group: 5602-5602 141 DERBY U-260 RIDY

TRACT DESCRIPTION

PART LOT 2 BEG NW COR LOT 1 N 40 FTE 225  
FT S 40 FT TO NE COR LOT 1 W 225 FT TO BEG  
DUCKCREEK ADD.



Image Date: 11/03/2020

PROPERTY FACTORS

Topography: Level - 1  
Utilities: All Underground - 2  
Access: Paved Road - 1  
Fronting: Residential Street - 4  
Location: Business Cluster - 3  
Parking Type: Off Street - 1  
Parking Quantity: Adequate - 2  
Parking Proximity: On Site - 3  
Parking Covered:  
Parking Uncovered:

INSPECTION HISTORY

Date	Time	Code	Reason	Appraiser	Contact	Code
10/15/2020	9:50 AM	1	RE	483	POLICE OFFICER	6
11/09/2016	11:00 AM	11	RE	485		
07/23/2012	7:40 AM	12	RE	433		

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp
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2024 APPRAISED VALUE

Cls	Land	Building	Total
C	54.500	5.630	60.130
Total	54.500	5.630	60.130

2023 APPRAISED VALUE

Cls	Land	Building	Total
C	54,500	5,150	59,650
Total	54,500	5,150	59,650

MISCELLANEOUS IMPROVEMENT VALUES

Class	Value	Reason Code
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NEW CONSTRUCTION

Class	Value	Reason Code
-------	-------	-------------

MARKET LAND INFORMATION

Size	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	\$/Unit	Value Est
Sqft	1-Primary Site - 1	9,088				5	75						38	30,000.00	8.00	8.00	8.00	6.00	54,500

Total Market Land Value 54,500

COMMENTS

IMPROVEMENT COST SUMMARY



Parcel ID: 087-217-36-0-31-01-003.00-

SGORIONPROD Expanded Appraisal Card

Quick Ref: R192029



Tax Year: 2024 Run Date: 4/1/2024 10:09:05 AM

Other Improvement RCN:	18,760
Eco Adj:	100
Other Improvement Value:	5,630

AG LAND SUMMARY

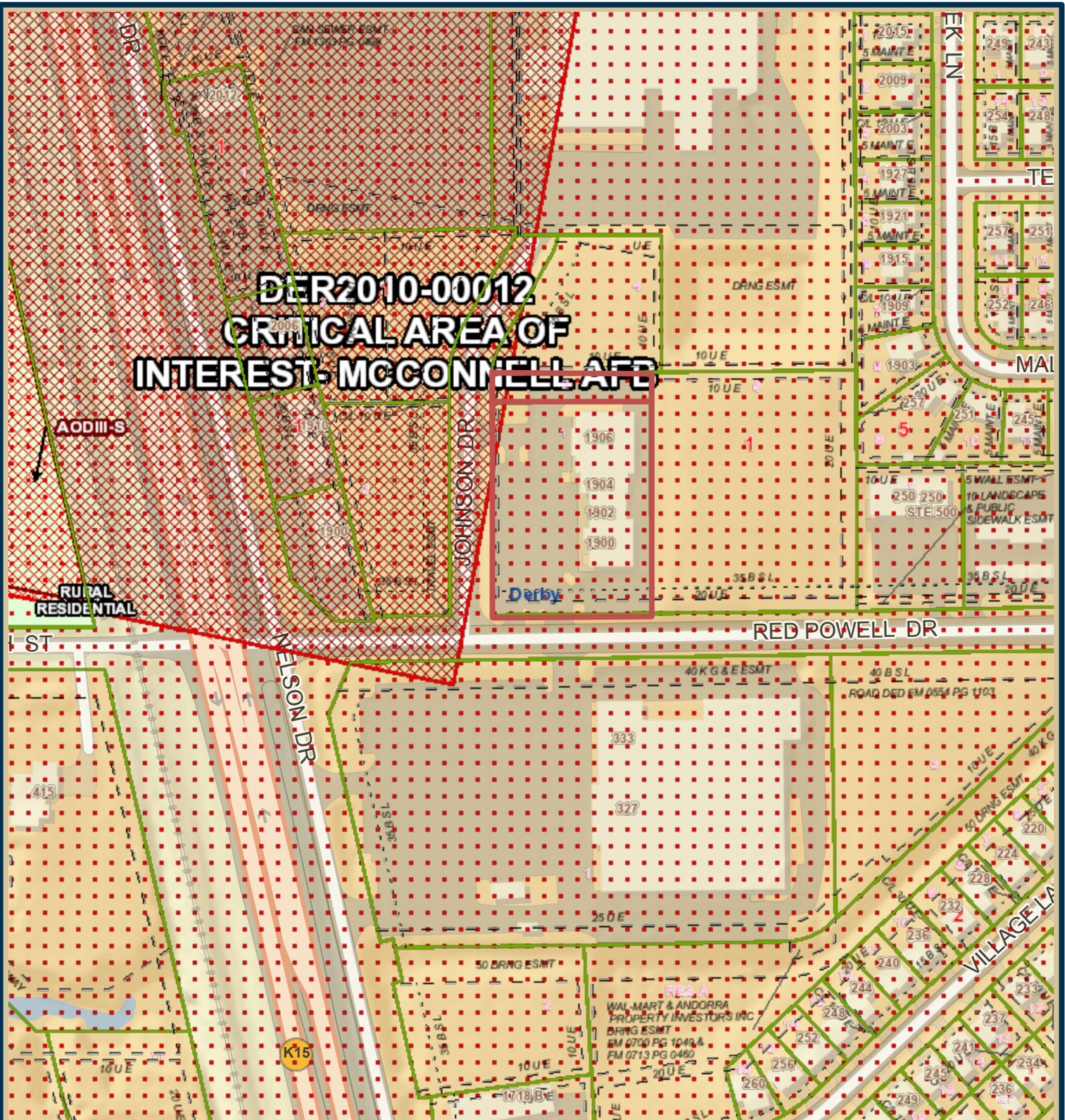
Dry Land Acres:	0.00
Irrigated Acres:	0.00
Native Grass Acres:	0.00
Tame Grass Acres:	0.00
Total Ag Acres:	0.00
Total Ag Use Value:	0
Total Ag Mkt Value:	0

OTHER BUILDING IMPROVEMENTS

No.	Occupancy	MSCIs	Rank	Qty	Yr Blt	Eff Yr	LBCS	Area	Perim	Hgt	Dimensions	Stories	Phys	Func	Econ	OVR%	Rsn	Cls	% Comp	RCN	%Gd	Value
1	163-Site Improvements	C	2.00	1	2000			10		8		1.00	3	3					0	18,760	30	5,630

OTHER BUILDING IMPROVEMENT COMPONENTS

No.	Code	Units	Pct	Size	Other	Rank	Year
1	8350-Paving, Asphalt with Base	4,000					



Geographic Information Services  
Sedgwick County...  
working for you

Date: 4/1/2024

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map.

The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.

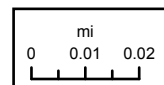
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## Zoning Map

Sedgwick County, Kansas



1:2,257



## Commitment Cover Page

Order Number: **3068387**

Delivery Date: **04/04/2024**

Property Address: **1900 N. Johnson Dr., Derby, KS 67037**

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**For Closing Assistance**

Deborah Beck  
727 N Waco Ave  
Ste 300  
Wichita, KS 67203  
Office: (316) 267-8371  
[dbeck@security1st.com](mailto:dbeck@security1st.com)

Karina Wyatt  
727 N Waco Ave  
Ste 300  
Wichita, KS 67203  
Office: (316) 267-8371  
[kw Wyatt@security1st.com](mailto:kw Wyatt@security1st.com)

**For Title Assistance**

Josh Troyer  
727 N Waco Ave, Ste 300  
Wichita, KS 67203  
Office: (316) 293-1665  
[jtroyer@security1st.com](mailto:jtroyer@security1st.com)

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**Agent for Seller**

J.P. Weigand & Sons, Inc. - Market St.  
Attention: Kevin N Howell  
150 N. Market  
Wichita, KS 67202  
(316) 262-6400 (Work)  
[khowell@weigand.com](mailto:khowell@weigand.com)  
Delivered via: Electronic Mail

**Ordering Customer**

J.P. Weigand & Sons, Inc. - Market St.  
Attention: Brenda Navarro  
150 N. Market  
Wichita, KS 67202  
(316) 304-4240 (Cell)  
(316) 262-6400 (Work)  
(316) 262-0647 (Work Fax)  
[bnavarro@weigand.com](mailto:bnavarro@weigand.com)  
Delivered via: Electronic Mail

*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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## Title Fee Invoice

Date:	04/04/2024	Buyer(s):	A legal entity to be determined
Order No.:	3068387	Seller(s):	Saint Francis Investment, LLC, a Kansas limited liability company
Issuing Office:	Security 1st Title 727 N Waco Ave, Ste 300 Wichita, KS 67203	Property Address:	1900 N. Johnson Dr., Derby, KS 67037

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (\$1,000.00)	\$545.00
	<b>Total \$545.00</b>
If Security 1st Title will be closing this transaction, the fees listed above will be collected at closing. Otherwise, please remit payment to the issuing office above.	
Thank you for your order!	

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

### Vesting Documents:

[Sedgwick county recorded 06/29/2018 under reception no. 29781282](#)

### Plat Map(s):

[Sedgwick county under reception no. D\\_7-34](#)

### Tax Information:

[00295471](#), [00295473](#)

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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## 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.

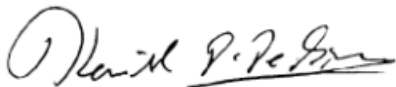
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### 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  
Josh Troyer  
727 N Waco Ave, Ste 300  
Wichita, KS 67203  
(316) 293-1665 (Work)  
(316) 267-8115 (Work Fax)  
[jtroyer@security1st.com](mailto:jtroyer@security1st.com)

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**Transaction Identification Data for reference only:**

Issuing Agent:	<b>Security 1st Title</b>	Buyer:	<b>A legal entity to be determined</b>
Issuing Office:	<b>727 N Waco Ave, Ste 300 Wichita, KS 67203</b>	Title Contact:	<b>Josh Troyer</b> <b>727 N Waco Ave, Ste 300</b> <b>Wichita, KS 67203</b> <b>(316) 293-1665 (Work)</b> <b>(316) 267-8115 (Work Fax)</b> <a href="mailto:jtroyer@security1st.com">jtroyer@security1st.com</a>
ALTA Universal ID:	<b>1010831</b>		
Loan ID Number:			
Commitment No.:	<b>C-JT3068387-DB</b>		
Property Address:	<b>1900 N. Johnson Dr.</b> <b>Derby, KS 67037</b>		

**SCHEDULE A**

**1. Commitment Date:**

03/20/2024 at 7:00 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:**

Saint Francis Investment, LLC, a Kansas limited liability company

**5. The Land is described as follows:**

All of Lot 1, and that part of Lot 2, described as beginning at the Northwest corner of said Lot 1; thence north along the West line of said Lot 2, 40 feet; thence east parallel with the North line of said Lot 1, 225 feet; thence south parallel with the West line of said Lot 2, 40 feet to the Northeast corner of said Lot 1; thence west along the North line of said Lot 1, to the place of beginning, Duckcreek, Derby, 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. **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.**
6. **Access to court records is currently not available. We require the owner to provide a proper owner's affidavit stating no court action in Sedgwick County, Kansas exists wherein the owner is subject to (or may become subject to) a judgement lien which may attach to the Land. We further require a proper indemnity signed by the affiant owner(s). If we are to issue a loan policy on a non-purchase money mortgage, we must also be provided with a proper indemnity from the purchaser(s). Absence of which will result in the following exceptions to appear on any policy to be issued:**

**Owner's Policy: 'Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the District Court of Sedgwick County, Kansas including, but not limited to, (i) an inability to search the Public Records, or (ii) any delay in recordation or filing of documents affecting title to the Land in the Public Records.'**

**Loan Policy: 'Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the District Court of Sedgwick County, Kansas including, but not limited to, (i) an inability to search the Public Records, or (ii) any delay in recordation or filing of documents affecting title to the Land and/or the priority of the lien of the Insured Mortgage in the Public Records.'**

7. **File a release of Mortgage dated November 10, 2021, recorded December 1, 2021, as Doc#/Flm-Pg: [30119922](#), made by Saint Francis Investment LLC, a Kansas Limited Liability Company, to The Bennington State Bank, in the amount of \$564,000.00.**
8. **File a release of the Assignment of Rents dated November 10, 2021, recorded December 1, 2021, as Doc#/Flm-Pg: [30119923](#), made by Saint Francis Investment LLC, a Kansas Limited Liability Company, to The Bennington State Bank.**
9. **We have a copy of the Articles of Organization dated July 13, 2017 and a copy of the Operating Agreement dated July 13, 2017 of Saint Francis Investment, LLC, a limited liability company. 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 Saint Francis Investment, LLC must:**
  - a. Be executed in the limited liability company's name, and
  - b. Be signed by Talal A. Timsah, Manager.

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11. File a Warranty Deed from Saint Francis Investment, LLC, a Kansas limited liability company, to a buyer to be determined.

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:** 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 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 fiscal year 2023 in the original amount of \$30,968.15.**

**First Installment: \$15,484.08, PAID**

**Second Installment: \$15,484.07, DUE, but not delinquent until after May 10, 2024**

**Property I.D. # RI-DY-00959**

**PIN # 00295471 (Lot 1)**

8. **General taxes and special assessments for the fiscal year 2023 in the original amount of \$2,122.56.**

**First Installment: \$1,061.28, PAID**

**Second Installment: \$1,061.28, DUE, but not delinquent until after May 10, 2024**

**Property I.D. # RI-DY-00960-0001**

**PIN # 00295473 (that portion of Lot 2)**

9. **The following matters shown on or disclosed by the recorded plat referred to in the legal description: building setback lines, easements, and access controls.**
10. **The terms and provisions contained in the document entitled "Developers Agreement to Conditions, Duckcreek Addition to Derby, Sedgwick County, Kansas" filed as Film 961, Page [1491](#).**
11. **An easement for temporary construction recorded in/on Doc#/Flm-Pg: [30279126](#).**
12. **Rights or claims of parties in possession not shown by the public records.**

13. 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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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to

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this Commitment.

**5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. CLAIMS PROCEDURES**

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

**10. CLASS ACTION**

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

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

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## Privacy Notice

**Last Updated and Effective Date:** December 1, 2023

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

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

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

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

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

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

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

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

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

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

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

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

#### **For California Residents**

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

**Contact Us:** [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.

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## **PRIVACY POLICY**

### WHAT DOES SECURITY 1<sup>ST</sup> TITLE DO WITH YOUR PERSONAL INFORMATION?

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

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

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

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

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

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

*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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Sedgwick County  
Register of Deeds - Tonya Buckingham  
Doc.#/Fim-Pg: 29781282

Receipt #: 2069837

Recording Fee: \$38.00

Pages Recorded: 2

Cashier: leclark

Authorized By:

*Tonya Buckingham*

Date Recorded: 06/29/2018 02:14:07 PM

After recording mail to:  
Saint Francis Investments, LLC  
2024 N. Woodlawn, Suite 200  
Wichita, KS 67208

## SPECIAL WARRANTY DEED

This Indenture, made this 29<sup>th</sup> day of June, 2018 by and between 1900 Johnson Drive Partners, LLC, a Kansas limited liability company, ("Grantor"), and Saint Francis Investment, LLC, a Kansas limited liability company, ("Grantee").

WITNESSETH, That Grantor, in consideration of the sum of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION, to us duly paid, the receipt of which is hereby acknowledged, does by these presents, Sell and Convey unto the Grantee, their successors and assigns, all of the Grantor's interest in the following described lot, tract, or parcel of the land, lying, being and situated in the County of Sedgwick and State of Kansas, to wit:

**All of Lot 1, and that part of Lot 2, described as beginning at the Northwest corner of said Lot 1; thence north along the West line of said Lot 2, 40 feet; thence east parallel with the North line of said Lot 1, 225 feet; thence south parallel with the West line of said Lot 2, 40 feet to the Northeast corner of said Lot 1; thence west along the North line of said Lot 1, to the place of beginning, Duckcreek, Derby, Sedgwick County, Kansas.**

Subject to all easements, restrictions and reservations now of record, if any.

**TO HAVE AND TO HOLD THE SAME**, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, forever. And Grantor for themselves and for their successors and assigns do hereby covenant, promise and agree to and with Grantee, that at the delivery of these presents, said interest in said premises is free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, cstates, judgments, taxes, assessments, and encumbrances, of what nature or kind whatsoever, by, through, or under Grantor except as herein above stated and except for the lien of the taxes both general and special not now due and payable and they will warrant and forever defend said interest unto the Grantee, their successors and assigns, against Grantor, their successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same by, through or under the Grantor.

E-Recorded by Security 1st Title LLC

Deborah Beck 316.293.1688

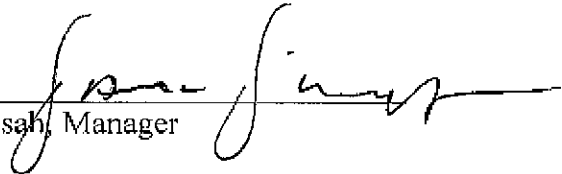
File No. 2264079

**IN WITNESS WHEREOF**, The said party of the first part has hereunto set their hands, the day and year first above written.

1900 Johnson Drive Partners, I.I.C, a Kansas limited liability company

By: \_\_\_\_\_

Talal A. Timsah, Manager



**KANSAS ACKNOWLEDGEMENT**

State of Kansas, County of Sedgwick} ss.

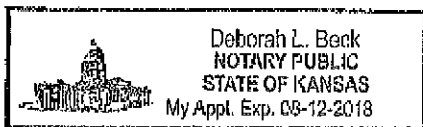
**BE IT REMEMBERED**, That on this 29th day of June, 2018, before me, the undersigned, a Notary Public in and for said County and State, came Talal A. Timsah, Manager of 1900 Johnson Drive Partners, LLC, a Kansas limited liability company who personally known to me to be the same person(s) who executed the within instrument of writing, and duly acknowledged the execution of the same.

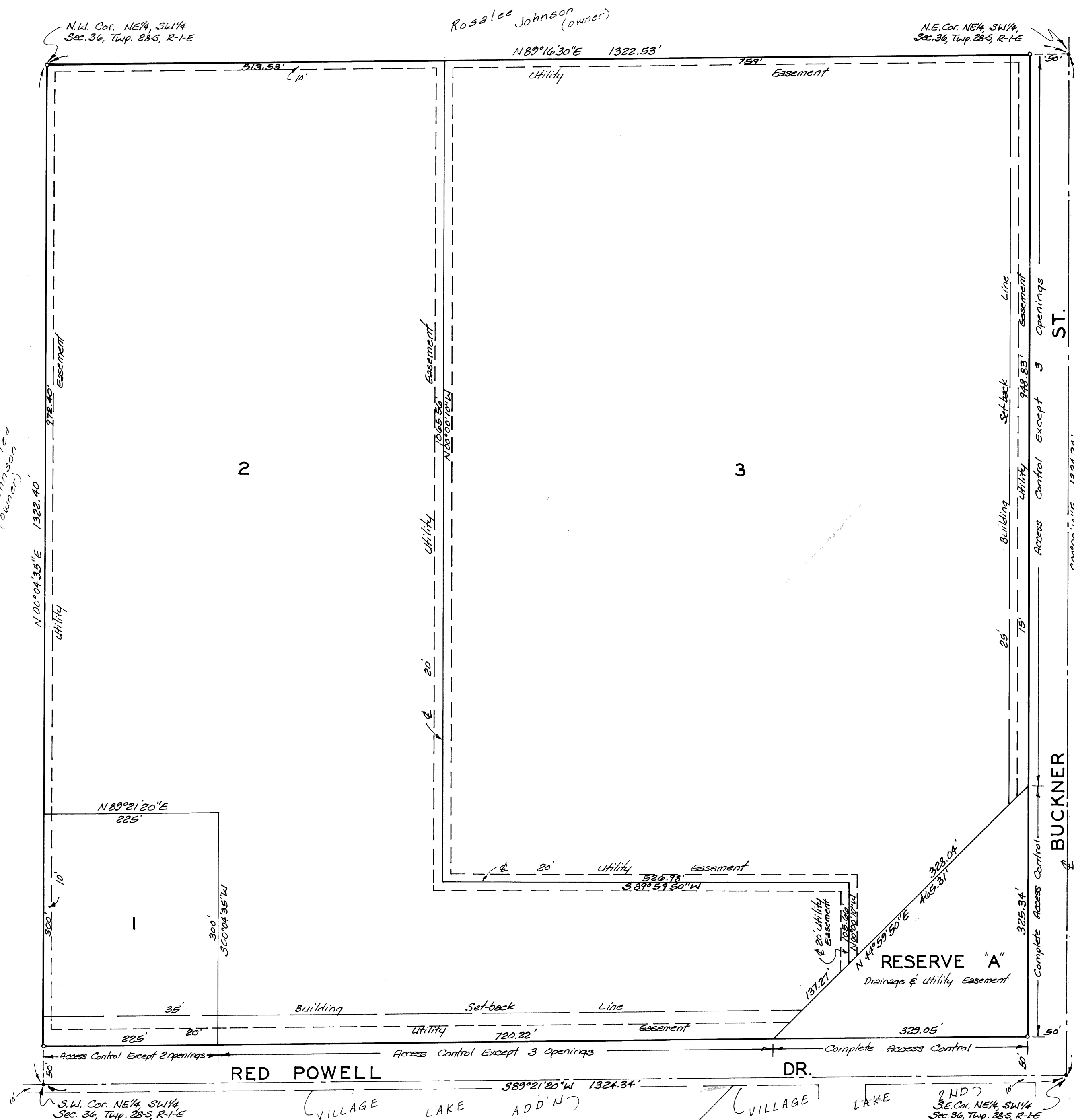
**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Deborah L. Beck

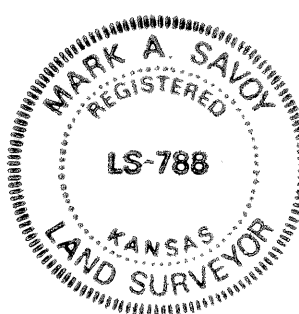
Notary Public

My appointment expires:





State of Kansas } S.S. We, Baughman Company, P.A. Surveyors in  
Sedgewick County and state do hereby certify that we have sur-  
veyed and platted "DUCKCREEK", Derby, Kansas and that the  
accompanying plat is a true and correct exhibit of the property  
surveyed, described as the NE 1/4 of the SW 1/4 of Sec. 36, Twp.  
28-S, R-1-E of the 6th P.M., Sedgewick County, Kansas.  
Existing street right-of-ways and the drainage easement record-  
ed on Film 681 at Page 1326, being vacated by virtue of KSA 12-512(a).



7 Mar 1988  
date

Baughman Company, P.A.  
315 Ellis, Wichita, KS.  
Mark A. Savoy  
Surveyor

# FINAL PLAT

## DUCKCREEK

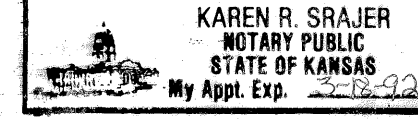
### DERBY, KANSAS.

Know all men by these presents that we, the undersigned, have caused the land described in the surveyors' certificate to be platted into Lots, a Reserve and Streets to be known as "DUCKCREEK", Derby, Kansas. The utility easements are hereby granted as indicated for the construction and maintenance of all public utilities. Reserve "A" is hereby reserved for open space and as a drainage and utility easement for drainage purposes and for the construction and maintenance of all public utilities, and the maintenance of Reserve "A" shall be the responsibility of the owners of Lot 3. The streets are hereby dedicated to and for the use of the public. All abutters rights of access to or from Buckner St. over and across the east line of Lot 3, and Reserve "A" and to or from Red Powell Dr. over and across the south line of Lots 1 and 2 and Reserve "A" are hereby granted to the appropriate governing body, provided however that Lot 3 shall have access to Buckner St. at 3 points over the east line of said Lot 3, and that Lot 1 shall have access to Red Powell Dr. at 2 points over the south line of said Lot 1 and that Lot 2 shall have access to Red Powell Dr. at 3 points over the south line of said Lot 2, all as shall be determined by the appropriate governing body.

Lusk Communities, Inc.  
207 S. Broadway, Wichita, KS  
W. E. Lusk, Jr.  
President

State of Kansas } S.S. The foregoing instrument acknowledged before me, this 7th day of April, 1988, by W. E. Lusk, Jr., President of Lusk Communities, Inc., on behalf of the corporation.

My App't. Exp. 3-18-92  
Karen R. Brajer  
Notary Public



We, the undersigned, holders of a mortgage on the above described property do hereby consent to this plat of "DUCKCREEK", Derby, Kansas.

W. E. Lusk, Jr.  
Nancy L. Lusk  
First Community Federal Savings and Loan Association  
JENNETH L. BROWN

This plat of "DUCKCREEK" Derby, Kansas, has been submitted to and approved by the Derby City Planning Commission, Derby, Kansas, and is hereby transmitted to the City Council of the City of Derby, Kansas, with the recommendation that such plat be approved as proposed. Dated this 7th day of April, 1988.

Derby City Planning Commission  
Luther O. Payne  
Chairman  
Karen A. Benefiel  
Secretary

This plat approved and all ded-  
ications shown hereon accepted by the City Council  
of the City of Derby, Kansas, this 19th day of April  
1988.

Mark A. Butterfield  
Mayor  
Genevieve D. Moore  
City Clerk

Entered on transfer record this  
20 day of April, 1988.

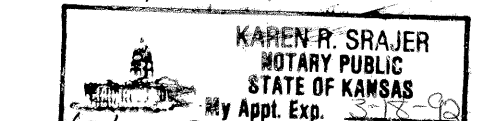
Don Wright  
County Clerk

State of Kansas } S.S. This is to certify that this plat  
Sedgewick County has been filed for record in the Office of the Register  
of Deeds, this 21st day of APRIL, 1988, at 8:15  
o'clock A.M.; and is duly recorded.

Pat Kettler  
Register of Deeds  
Ann Johns  
Deputy

State of Kansas } S.S. The foregoing instrument acknowledged before me, this 7th day of April, 1988, by W. E. Lusk, Jr. and Nancy L. Lusk, his wife.

My App't. Exp. 3-18-92  
Karen R. Brajer  
Notary Public



State of Kansas } S.S. The foregoing instrument acknowledged before me, this 7th day of April, 1988, by JENNETH L. BROWN, of First Community Federal Savings and Loan Association, on behalf of the Association.

My App't. Exp. 7-16-89  
Loretta D. Ledy  
Notary Public

