

PRELIMINARY TITLE SEARCH REPORT

Prepared By:
Security 1st Title
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Contact: **Josh Troyer**
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Prepared Exclusively For:
J.P. Weigand & Sons, Inc.
150 N. Market
Wichita, KS 67202
Phone: 316-262-6400
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Contact: **Brenda Navarro**
Email: **bnavarro@weigand.com**

Report No: **2455434**

Report Effective Date: **June 10, 2021, at 7:30 a.m.**

Property Address: **No Situs Address, Wichita, KS 67226**

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

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

[Northrock Realty Partners, a Kansas general partnership](#)

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

Lot 5, Block 1, [Frank and Johnny's Addition](#), an Addition to Wichita, Sedgwick County, Kansas.

3. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following requirements, along with any other matters that may arise after the date of this report:
 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
 2. Pay the agreed amount for the estate or interest to be insured.

Any questions regarding this report should be directed to: **Josh Troyer**

Phone: **316-293-1665**, Email: **jtroyer@security1st.com**

3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **We have a copy of the partnership agreement of Northrock Realty Partners, dated Febraury 4, 1988 together with assignment agreements dated February 18, 1991, February 18, 1991 and January 1, 1992. We must be furnished with any amendments thereto, if any. We reserve the right to make any additional requirements we may deem necessary.**

Any instrument to be executed by Northrock Realty Partners must:

- a. Be executed in the partnership name; and
- b. Be signed by Devlin Realty, Inc., partner and W.F.B., Inc., partner. In the alternative, one partner may sign with the written consent of the other partner.

6. **Furnish copies of the resolutions of the Boards of Directors of Devlin Realty, Inc. and W.F.B., Inc. authorizing their actions on behalf of Northrock Realty Partners.**
7. **File a Warranty Deed from Northrock Realty Partners, a Kansas general partnership, to a buyer to be determined.**
8. **Recording Fees and Information for Kansas Counties:**

Deed:	\$21.00 (first page) + \$17.00 (each additional page)
Mortgage:	\$21.00 (first page) + \$17.00 (each additional page)
Mortgage Release:	\$20.00 (first page) + \$4.00 (each additional page)
Mortgage Assignment:	\$20.00 (first page) + \$4.00 (each additional page)

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

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

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire.



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This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

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

4. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any other matters that may arise after the date of this report:
 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met
 2. Rights or claims of parties in possession not shown by the Public Records
 3. Easements, or claims of easements, not shown by the Public Records
 4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land
 5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
 6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records
 7. **General taxes and special assessments for the fiscal year 2020 in the original amount of \$2.79, PAID.**
Property I.D. # [C-47315](#)
PIN #00194389



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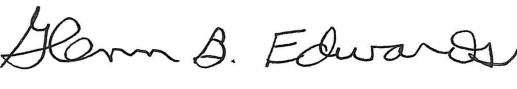
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8. **Building setback lines, easements and access controls established by and shown on the recorded plat of Frank and Johnny's Addition.**
9. **Easement granted to Kansas Gas and Electric Company on [Film 213, Page 357](#), over a portion of subject property.**
10. **Terms and provisions of the Drainage Agreement filed on [Film 1534, Page 97](#).**
11. **Lot Split filed on [Film 1547, Page 1059](#).**
12. **Terms and provisions contained in the document entitled "Easement Agreement" filed November 9, 2000 as [Film 2112, Page 291](#).**
13. **Covenants and restrictions contained on [Film 2040, Page 1667](#).**
14. **Subject property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of [certificates and resolutions](#) filed on Film 59, Page 443; Film 517, Page 1568; Film 530, Page 1212; Film 806, Page 1487; Film 925, Page 580; Film 954, Page 161; Film 983, Page 915; and Film 1007, Page 568.**
15. **Rights of parties in possession under unrecorded leases.**

Dated: June 10, 2021, at 7:30 a.m.

SECURITY 1ST TITLE

By: 

LICENSED ABSTRACTER