

AUCTION REPORT

Report Number: **CQ22005**
Effective Date of Report: **February 28, 2022 @ 8:00 a.m.**
Prepared For: **Sundgren Realty**
Direct Inquiries to: **Sharon Clark**
Chautauqua Hills Abstract & Title, Inc.
109 N. Chautauqua Street
Sedan, KS 67361

1. Policy or Policies to be issued: Amount
(A) | | ALTA Owners Policy **TBD**
Proposed Insured:
(B) | | ALTA Loan Policy **TBD**
Proposed Insured:
2. The estate or interest in the land described or referred to in this commitment and covered herein is: **Fee Simple**
3. Title to said estate or interest in said land is at the effective date hereof vested in:
The heirs and devisees of Mariellen J. Appleby
4. The land referred to in this Commitment is described as follows:
Tract 1: The East Half of the Northeast Quarter of the Southeast Quarter, the East 10 acres of the Southeast Quarter of the Southeast Quarter, and the South Half of the Southwest Quarter of the Northeast Quarter of the Southeast Quarter of Section 25, Township 33 South, Range 10 East of the 6th P.M.
Tract 2: The West Half and the South Half of the Southeast Quarter of Section 30, Township 33 South, Range 11 East of the 6th P.M.
Tract 3: All that part of the West Half of the Northwest Quarter lying North of the abandoned railroad right-of-way; the East Half of the Northwest Quarter lying North of the Middle Caney River; a tract of land in the Southeast Quarter of the Northeast Quarter described as beginning at the Northwest

corner of the Southeast Quarter of the Northeast Quarter, thence South approximately 800 feet along the West line of said Southeast Quarter to the intersection of said West line with the centerline of the Middle Caney River, thence downstream along the centerline of said River in a Southeasterly direction to where said River intersects with the West line of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter thence North approximately 500 feet to a limestone escarpment, thence East along the trace of said limestone escarpment to the intersection with the East line of the Southeast Quarter of the Northeast Quarter, thence North along said East line to the Northeast corner of the Southeast Quarter of the Northeast Quarter, thence West along the North line of said Southeast Quarter of the Northeast Quarter to the Point of Beginning; and The Northeast Quarter of the Northeast Quarter; and the West Half of the Northeast Quarter EXCEPT a tract beginning at the Southeast corner of the Southwest Quarter of the Northeast Quarter, thence west along the south line of said Southwest Quarter of the Northeast Quarter for a distance of approximately 940 feet to the intersection of said south line with the center line of the channel of Middle Caney River, then down the centerline of said river channel in a northerly direction to a point where the stream channel intersects the north line of the South Half of the Southwest Quarter of the Northeast Quarter , thence east along the north line of the South Half of the Southwest Quarter of the Northeast Quarter for a distance of approximately 850 feet to a point of intersection where said north line crosses the centerline of the Middle Caney River, then down the centerline of said stream in a southeasterly direction to a point where said stream crosses the east line of the Southwest Quarter of the Northeast Quarter, then south along said east line to the point of beginning, all in Section 31, Township 33 South, Range 11 East of the 6th P.M.

Tract 4: The West Half of the Northwest Quarter of Section 32, Township 33 South, Range 11 East of the 6th P.M. lying North of the trace of the limestone escarpment.

REQUIREMENTS AND EXCEPTIONS

Schedule B on the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest of mortgage thereon covered by this Commitment.

2. Standard Exceptions:

- (A) Rights or claims of parties in possession not shown by the public records.
- (B) Easements, or claims of easements, not shown by the public records.
- (C) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
- (D) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (E) Taxes or special assessments which are not shown as existing liens by the public records. General taxes for the year **2021**, and all subsequent years, and special assessments due or payable therewith.

****NOTE**** -- Taxes are checked as a courtesy. Information is provided by the county treasurer's office on date of title search. Title Agent/Abstracter cannot guarantee accuracy of tax records of validity of funds presented for payment. This title company will not be liable for nuisance taxes that are not of public record at time of title commitment/title policy.

Tract 1:

**The Real Estate Taxes for 2021 are \$111.56 and are PAID.
2020 and all prior years PAID. (Tax Roll #1-SU0129; 1-SU0130).**

Tract 2:

**The Real Estate Taxes for 2021 are \$2,044.30 and are PAID.
2020 and all prior years PAID. (Tax Roll #1-SU0243A; 1-SU0243BEX).**

**The Oil Royalty Interest Taxes for 2020 are \$22.82 and are PAID.
2019 and all prior years PAID. (Tax Roll #5-TSU1101A1).**

Tract 3:

**The Real Estate Taxes for 2021 are \$937.73 and are PAID.
2020 and all prior years PAID. (Tax Roll #1-SU0246-EX; 1-SU0247*1A; 1-SU0250B).**

Tract 4:

**The Real Estate Taxes for 2021 are \$193.34 and are PAID.
2020 and all prior years PAID. (Tax Roll #1-SE0075*1A; 1-SE0076).**

- (F) Subject to easements of record.

Right of Way Easement dated September 8, 1998, to The Caney Valley Electric Cooperative Association, Inc., recorded at Book 100 of Records, Page 950. (Tract 1)

Right-of-Way Easement dated October 11, 1991, to Rural Water District No. 3, recorded at Book 17 of Misc., Page 380. Said easement was corrected and re-recorded at Book 19 of Misc., Page 269. (Tracts 1, 2)

Right-of-Way Easement dated January 20, 1992, to Rural Water District No. 3, recorded at Book 17 of Misc., Page 555. (Tract 2)

Right-of-Way Easement dated June 22, 1990, to Chautauqua County, recorded at Book 16 of Misc., Page 392. (Tract 1)

Right-of-Way Easement dated August 1, 1990, to Chautauqua County, recorded at Book 16 of Misc., Page 390. (Tract 1)

Right-of-Way Easement dated July 3, 1984, to S. E. Kansas Gas Company, Inc., recorded at Book 11 of Misc., Page 281, together with all subsequent assignments and conveyances. (Tracts 2, 3)

Right-of-Way Easement dated March 16, 1963, to Twin Caney Watershed (Joint) District No. 34 Chautauqua, Montgomery and Elk Counties, Kansas, recorded at Book 2 of Misc., Page 20. (Tract 2)

Right-of-Way Easement dated January 4, 1963, to Twin Caney Watershed (Joint) District No. 34, Chautauqua, Montgomery and Elk Counties, Kansas, recorded at Book 2 of Misc., Page 5. (Tract 2)

Right-of-Way dated June 26, 1944, to Sinclair Refining Company, recorded at Book X of Misc., Page 312, together with all subsequent assignments and conveyances. (Tracts 1, 3)

Right-of-Way and Damages dated May 31, 1915, to Gas Pipe Line Corporation, recorded at Book Q of Misc., Page 439. (Tracts 1, 2)

Right-of-Way and Damages dated April 26, 1915, to Gas Pipe Line Corporation, recorded at Book Q of Misc., Page 433. (Tract 2)

(G) Any and all Oil & Gas Leases, minerals, mortgages, overrides, reservations, and assignments of record.

None

3. Unreleased mortgages of record for the above described real estate include:

None

4. There are no judgment liens or other liens of record in this county against the above described real estate or against the fee title owner, except:

None

This report is NOT a commitment for title insurance nor should it be relied on as such. If title insurance is desired, other arrangements with Chautauqua Hills Abstract & Title, Inc. must be made and agreed upon.
