



PRELIMINARY TITLE SEARCH REPORT

Prepared By:
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Prepared Exclusively For:
Sundgren Realty
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Contact: **Jeremy Sundgren**
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Report No: **2506317**

Report Effective Date: **February 17, 2022, at 7:30 a.m.**

Property Address: **00000 K-196, Whitewater, KS 67154**

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 **Sundgren Realty**, 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

Karl A. Umbach a/k/a Karl Umbach, an undivided 16/32 interest;
Alan Joseph Paduano, an undivided 4/32 interest;
Janet L. Merrell, an undivided 4/32 interest;
Lisa Reynolds Smith, an undivided 1/32 interest;
Melinda Reynolds, an undivided 2/32 interest;
and

Samuel Morrison Reynolds and Patricia Barkley Reynolds, Trustees of The Samuel and Patricia Reynolds Family Trust dated February 5, 2019, an undivided 5/32 interest

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

The West Half (W/2) of the Southwest Quarter (SW/4) of Section Thirteen (13), Township Twenty-four (24) South, Range Two (2) East of the 6th P.M., Harvey 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



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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.
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. **File a certified copy of Carolyn Paduano's Probate Case 96-P-228 from Johnson County to Harvey County.**
6. **Furnish for our approval a Certification of Trust that is given pursuant to KSA 58a-1013 of the Kansas Uniform Trust Code, which may be executed by any of the current trustees of the Donald J. Nigg and Jeanette C. Nigg, Trustees under Trust Agreement dated October 3, 1985. We reserve the right to make any additional requirements we deem necessary.**
7. **File a Trustee's Deed from the current acting trustees of the Donald J. Nigg and Jeanette C. Nigg, Trustees under Trust Agreement dated October 3, 1985 to Karl Umbach.**

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; and state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked.

8. **File a Trustee's Deed from the current acting trustees of The Samuel and Patricia Reynolds Family Trust dated February 5, 2019 to TBD.**

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; and state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked.



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9. **File a Warranty Deed from Karl A. Umbach a/k/a Karl Umbach, Alan Joseph Paduano, Janet L. Merrell, Lisa Reynolds Smith and Melinda Reynolds, stating marital status and joined by spouse, if any, to TBD.**
10. **Provide this Company with a properly completed and executed Owner's Affidavit.**
11. **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. 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



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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 2021 in the amount of \$772.86, Paid.
Property ID # 255-12808**
8. **Subject to existing road, street or highway rights of way.**
9. **An easement for water line purposes, recorded as Book 408, Page 844, Misc. Records.
In favor of: Harvey County Rural Water District No. 1**
10. **Subject to captioned property being located within the Whitewater River Watershed District, as set out in Certificate filed in Book 208, Page 118, Misc. Records.**
11. **Except that portion condemned for highway and borrow easement purposes, as set out in Harvey County District Court Case 11,993 and Book 168, Page 182, Misc. Records.**
12. **Terms and provisions of the oil and gas lease executed between I.H. Neiman and Katharine B. Neiman, husband and wife, lessor, and P.S. Badami, lessee, for a primary term of 5 years, filed December 4, 1928, recorded in Book 94, Page 745, Misc. Records, together with all subsequent assignments and conveyances.**



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13. **Terms and provisions of the oil and gas lease executed between Marion J. Nigg, a single woman, lessor, and Jack L. Keane, lessee, for a primary term of 3 years, filed February 27, 1967, recorded in Book 249, Page 63, Misc. Records, together with all subsequent assignments and conveyances.**
14. **Terms and provisions of the oil and gas lease executed between Karl A. Umbach a/k/a Karl Umbach, a single person, lessor, and Schonwald Land, Inc., lessee, for a primary term of 5 years, filed May 9, 2012, recorded in Book 430, Page 112, Misc. Records, together with all subsequent assignments and conveyances.**
15. **Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exceptions, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interest or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.**
16. **Rights of parties in possession under unrecorded leases.**

Dated: February 17, 2022, at 7:30 a.m.

SECURITY 1ST TITLE

By: _____

LICENSED ABSTRACTER