

Schedule A

ALTA COMMITMENT
22-266 OPEN

1. Commitment Date: **July 19, 2022**

2. Policy to be issued:
 - (a) 2006 ALTA Owner's Policy
Proposed Insured: **TBD**
Proposed Policy Amount: **\$ TBD** Fee: **\$ TBD**
 - (b) 2006 ALTA Loan Policy
Proposed Insured: **TBD**
Proposed Policy Amount: **\$ TBD** Fee: **\$ TBD**

3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**

4. The Title is, at the Commitment Date, vested in:

Tract #1: Lavern G. Winter (to Karl G. Winter by Transfer on Death Deed Book 228, Page 388, filed September 20, 2011 with filing of the Death Certificate of Lavern G. Winter)
Tract #1A: Lavern Winter
Tract #2: Lavern G. Winter & Lavern Glenn Winter

5. The Land is described as follows:

SEE EXHIBIT "A"

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Schedule B-I

ALTA COMMITMENT- 22-266 OPEN

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, delivered, and recorded in the Public Records:

- A. A copy of the Death Certificate for Lavern G. Winter to be filed with the Greenwood County Register of Deeds.
- B. A Warranty Deed covering the captioned property of Tract #1, from Karl G. Winter, and spouse if applicable, grantor(s) to TBD, as grantees, and is to be executed and recorded with the Greenwood County Register of Deeds.
- C. An Executor's Deed(s) covering the captioned properties Tract #1A & #2, from the Karl Glenn Winter, Executor of the Lavern G. Winter Estate, as grantors, to TBD, as grantees, is/are to be executed and recorded with the Greenwood County Register of Deeds.
- D. If there is to be a new Mortgage(s) is/are to be executed covering the captioned properties in the amount of \$ TBD, to secure a loan from, TBD, as mortgagors, in favor of, TBD, as mortgagees. Mortgage(s) must be recorded with the Greenwood County Register of Deeds.

A request for appropriate endorsements, if any, must be made to Greenwood County Title LLC prior to the issue of final title policy. Fee is subject to adjustment based on endorsements requested.

Any standard exception to be deleted must be requested prior to issuing final policy and may result in addition requirements.

- E. Subject to a mortgage covering captioned property in the amount \$ 50,000.00, executed by Karl Glenn Winter Attorney-in-Fact for Lavern G. Winter, a single person, aka Lavern Winter aka Lavern Glen Winter, as mortgagor(s), in favor of Citizens State Bank, Madison Branch, as lender. Mortgage was dated February 24, 2021, filed on March 4, 2021, in Book 2021, Page 238, in the Greenwood County Register of Deeds. The mortgage is to be paid in full & a release filed with the Greenwood County Register of Deeds.
- F. Subject to a mortgage covering captioned property in the amount \$ 50,000.00 from Lavern G. Winter a/k/a Lavern Winter a/k/a Lavern Glenn Winter, executed by Karl Glenn Winter Attorney-in-Fact for Lavern G. Winter, as mortgagor(s), in favor of Citizens State Bank, Madison Branch, as lender. Mortgage was dated April 24, 2020, filed on May 6, 2020, in Book 2020, Page 423, in the Greenwood County Register of Deeds. The mortgage is to be paid in full & a release filed with the Greenwood County Register of Deeds.
- G. Subject to a mortgage covering the captioned property in the amount of \$ 150,000.00 from Lavern G. Winter, a single person, a/k/a Lavern Winter a/k/a Lavern Glenn Winter, executed by Karl Glenn Winter Attorney-in-Fact for Lavern G. Winter, as mortgagor(s), in favor of Citizens State Bank, Madison Branch, as lender. Mortgage was dated February 12, 2018, filed on February 15, 2018, in Mortgage Book 339, Page 197, in the Greenwood County Register of Deeds. The mortgage is to be paid in full & a release filed with the Greenwood County Register of Deeds.

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Schedule B-I

ALTA COMMITMENT- 22-266 OPEN

Requirements--Continued

2021 and prior year taxes are paid in full.

Tract #1-

Tax ID#09952:

2.20 taxable acres; Physical address: 2517 EE Rd, Virgil, KS 66870, 2021 tax \$ 675.86

Tract #1A-

Tax ID#06674:

91.60 taxable acres; Physical address: 0000 EE Rd, Virgil, KS 66870, 2021 tax \$ 1,449.66

Tract #2-

Tax ID#06682:

14.70 taxable acres; Physical address: 0000 EE Rd, Virgil, KS 66870, 2021 tax \$ 215.62

AND

Tax ID#05282:

42.75 taxable acres; Physical address: 0000 EE50 Rd, Virgil, KS 66870, 2021 tax \$ 722.34

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ORT Form 4690 B 1 8-1-16

Schedule B I

ALTA Commitment for Title Insurance

Old Republic National Title Insurance Company

Schedule B-II

ALTA COMMITMENT – 22-266 OPEN Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey of the premises herein described.
3. Rights or claims of parties in possession not shown by public records.
4. 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.
5. Easements or claims of easements not shown by the public records.
6. Easements and rights-of-way for roads, highways and alleys.
7. Unrecorded easements for water and sewer, if any.
8. General Taxes for the year 2022 and subsequent years and special assessments due or payable therewith.
9. Any and all Oil & Gas Leases, minerals, mortgages, overrides, reservations, and assignments of record
10. **Any manufactured/mobile home located on the property set out on Schedule A will NOT be insured under this policy unless it is on a permanent foundation and the title is surrendered. If the manufactured/mobile home located on the property set out on Schedule A is to be insured under this policy this office reserves the right to make additional requirements or exceptions.**
11. The title search for title insurance purposes covers bankruptcies that may be filed in the County where the real estate being insured is located and expressly omits bankruptcies filed in the Bankruptcy court and not recorded in the County where the land is located. If a title search for bankruptcies in the Bankruptcy court is required, you should contact the Trustee in Bankruptcy, Wichita, Kansas, and request a search in the names of the predecessors in title to the property. They will be exceptions from coverage.
12. **ALL TRACTS--Subject to Upper Verdigris Watershed Joint District Number 24, as evidenced by Petition for Formation certified by the Secretary of State of the State of Kansas and filed in County Records February 21, 1959 and duly entered in Book 9 of Misc. at Page 1. (Greenwood County Register of Deeds.)**

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Schedule B-II

ALTA COMMITMENT – 22-266 OPEN Exceptions--Continued

13. **Tract #1 & #1A**-- Subject to a **Grant of Right of Way** from Lavern G. Winter, a single person, to **Westar Energy, Inc.** Dated August 25, 2015 and filed of record September 18, 2015 in Misc. Book 106 at page 361.
14. **Tract #2**-- Subject to a **Grant of Right of Way** from Lavern Glenn Winter, to **Westar Energy, Inc.** Dated August 25, 2015 and filed of record September 18, 2015 in Misc. Book 106 at page 356.
15. **Tract #2**-- Subject to a **Grant of Right of Way** from Lavern G. Winter, a single person, to **Westar Energy, Inc.** Dated August 25, 2015 and filed of record September 18, 2015 in Misc. Book 106 at page 351.
16. **All Tracts**-- Subject to an **Oil and Gas Lease** dated July 9, 2002 between Lavern G. Winter a/k/a Lavern Glenn Winter a/k/a Lavern Winter, as lessor(s), to Western Land Services, Inc., Lessee, covering all of captioned property. Lease was recorded October 7, 2002, in Book 48 of Leases at Page 173 at the Register of Deeds office in Greenwood County, Kansas. Term of the lease is five years and so long thereafter as production exists. Followed by multiple Assignments of Oil and Gas Leases, the last being from Wolverine Gas and Oil Corporation, assignor to Conquest Cherokee, LLC, assignee, dated September 1, 2006. Filed on Jan 11, 2007, in Assignment Book 72, Page 61, in the Greenwood County Register of Deeds. **NO current production shown.**
17. **Tract #1**—Subject to a **Right of Way Contract**, from S. E. Reams and J. W. Reams, his wife, grantors, to The Prairie Pipe Line Company, grantee, dated December 8, 1927, for the SE4 SE4 of Sec. 7-24-13E. Filed on January 27, 1926, in Misc. Book HH, Page 197, in the Greenwood County Register of Deeds. Followed by multiple Assignments of Right of Way, with the most recent being an Assignment of Right of Way and Bill of Sale, from Sierra Pipeline, LLC, seller, to TransPetro Pipeline, LLC, buyer, dated July 13, 2012. Filed on July 20, 2012, in Misc. Book 101, Page 387, in the Greenwood County Register of Deeds.

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EXHIBIT "A"

Tract #1:

A Tract in the Southeast Quarter (SE4) of Section Seven (7), Township Twenty-four (24) South, Range Thirteen (13) East of the Sixth Principal Meridian, Greenwood County, Kansas, being more particularly described, as follows:

Beginning on the East line of the Southeast Quarter of (SE4) of Section Seven (7), Township Twenty-four (24) South, Range Thirteen (13) East of the Sixth Principal Meridian, Greenwood County, Kansas, at a Point 765.00 feet North of the Southeast corner (SE/c) of the Southeast Quarter (SE4), thence North 584.00 feet, more or less to an access road, thence West along said access road 248.00 feet, more or less to a waterway, thence in a Southerly direction, along said waterway, to a point where said waterway intersects a creek, thence Southerly along said creek to a point 277.00 feet more or less, at a right angle from the East line, thence East 277.00 feet to the Point of Beginning.

Tract #1A:

The South Half of the Southeast Quarter (S2 SE4) and all that part of the Southeast Quarter of the Southwest Fractional Quarter (SE4 SWfr4) of Section Seven (7), Township Twenty-four (24) South, Range Thirteen (13) East of the Sixth Principal Meridian, lying East of the Verdigris River, Greenwood County, Kansas, **LESS and EXCEPT** the following tract: Beginning on the East line of the Southeast Quarter of (SE4) of Section Seven (7), Township Twenty-four (24) South, Range Thirteen (13) East of the Sixth Principal Meridian, Greenwood County, Kansas, at a Point 765.00 feet North of the Southeast corner (SE/c) of the Southeast Quarter (SE4), thence North 584.00 feet, more or less to an access road, thence West along said access road 248.00 feet, more or less to a waterway, thence in a Southerly direction, along said waterway, to a point where said waterway intersects a creek, thence Southerly along said creek to a point 277.00 feet more or less, at a right angle from the East line, thence East 277.00 feet to the Point of Beginning.

Tract #2:

All of the South Half of the Southwest Quarter (S2 SW4) lying West of the abandoned Railroad Right of Way, Less road right of way, all in Section Eight (8), Township Twenty-four (24) South, Range Thirteen (13) East of the Sixth Principal Meridian, Greenwood County, Kansas.

AND

The North Half of the North Half of the Northwest Quarter (N2 N2 NW4) and one (1) acre in the Northeast Corner of the South Half of the North Half of the Northwest Quarter (S2 N2 NW4), Eleven (11) rods wide North and South by Fifteen (15) rods wide East and West, Section Seventeen (17), Township Twenty-four (24) South, Range Thirteen (13) East of the Sixth Principal Meridian, Greenwood County, Kansas.