



SERVICE BEYOND EXPECTATION

**Kansas Secured Title, Inc. - El Dorado**  
**P.O. Box 393**  
**220 W. Central Ave., Suite 100**  
**El Dorado, Kansas 67042**  
**Phone: 316-320-2410 Fax: 316-320-2452**

**Transaction Information**

**The information in this section is provided as a courtesy and is not a part of the commitment.**

<b>KST File 5145953</b>		Loan No.	Customer File
		<b>Your Closer is:</b>	
If KST is to handle closing and a closer is not listed please contact our office.			
		<b>Your Title Officer is</b>	
<b>Julia Wolke</b>		<b>jwolke@kstitle.com</b>	
Buyer:	<b>Purchaser with contractual rights under a purchase agreement with the vested owner as shown on Schedule A, Item 4</b>		
Seller:	<b>The Heirs and Devisees of the Estate of Anale Biby, deceased, Derek Biby, Dawn (Lyn) Steffes</b>		
Property Address:	<b>15198 NE Bluestem Rd. Burns, KS 66840</b>		
Property Address:	<b>0 NE 160th St. Burns, KS 66840</b>		
Property Address:	<b>0 NE Bluestem Rd. Burns, KS 66840</b>		
Property Address:	<b>0 NE Blustem Rd. Burns, KS 66840</b>		
Property Address:	<b>0 NE Bluestem Rd. Burns, KS 66840</b>		
Property Address:	<b>3667 NE 140th St. Burns, KS 66840</b>		
Property Address:	<b>0 NE Turkey Creek Rd. Burns, KS 66840</b>		
Property Address:	<b>0 NE 160th St. Burns, KS 66840</b>		

**\*\*\*CALL OUR OFFICE TO VERIFY WIRE INSTRUCTIONS BEFORE YOU WIRE ANY FUNDS\*\*\*  
**\*\*\*DO NOT RELY ON EMAILED WIRE INSTRUCTIONS FROM ANY SOURCE\*\*\*****

**INFORMATION FROM THE COUNTY TAX RECORDS:**

Tax ID [30-48000](#) **Tract 1A**  
 Taxes for 2021:  
 General Tax: \$2,494.52  
 Special Assessments: \$0.00  
 Total: \$2,494.52  
 2021 taxes are paid in full.

Tax ID [27-46000](#) **Tract 1B**  
 Taxes for 2021:  
 General Tax: \$2,494.52  
 Special Assessments: \$0.00  
 Total: \$2,494.52  
 2021 taxes are paid in full.

Tax ID [42-145001](#) **Tract 2A**  
 Taxes for 2021:  
 General Tax: \$387.58  
 Special Assessments: \$0.00  
 Total: \$387.58  
 2021 taxes are paid in full.



**Tract 2A**

District Court Probate Case No. 2022 PR 133 entitled In the Matter of the Estate of Virgil H. Biby, wherein by Order filed August 26, 2022, the subject property was set aside to: Lyn Biby, Derek Biby, and the Heirs and Devisees of the Estate of Anale Biby, deceased.

In the Office of Vital Statistics of the Kansas Department of Health and Environment appears a Certificate of Death for Anale Biby, deceased on April 13, 2022, filed of record on May 11, 2022, in Book 2022, Page 4408.

In the Office of Vital Statistics of the Kansas Department of Health and Environment appears a Certificate of Death for Virgil Harold Biby, deceased on March 31, 2021, filed of record on December 20, 2021, in Book 2021, Page 13509.

Warranty Deed from Eldred A. Thierstein and Joan Thierstein, his wife, to Virgil H. Biby and Anale Biby, recorded June 25, 1985 in [Deed Book 380, Page 474](#).

**Tract 2B & 2C**

District Court Probate Case No. 2022 PR 133 entitled In the Matter of the Estate of Virgil H. Biby, wherein by Order filed August 26, 2022, the subject property was set aside to: Lyn Biby, Derek Biby, and the Heirs and Devisees of the Estate of Anale Biby, deceased.

In the Office of Vital Statistics of the Kansas Department of Health and Environment appears a Certificate of Death for Anale Biby, deceased on April 13, 2022, filed of record on May 11, 2022, in Book 2022, Page 4408.

In the Office of Vital Statistics of the Kansas Department of Health and Environment appears a Certificate of Death for Virgil Harold Biby, deceased on March 31, 2021, filed of record on December 20, 2021, in Book 2021, Page 13509.

Transfer on Death Deed executed April 18, 2018 from Virgil H. Biby a/k/a Virgil Biby and Anale Biby, husband and wife, to Virgil H. Biby and Anale Biby and Dawn (Lyn) Steffes and Derek Biby, recorded July 9, 2018, in [Book 2018, Page 5267](#).

Tenants in Common Deed from Virgil H. Biby a/k/a Virgil Biby and Anale Biby, husband and wife, to Virgil H. Biby and Anale Biby, recorded July 9, 2018 in [Book 2018, Page 5266](#).

Warranty Deed from Ella Thierstein, a widow, to Virgil H. Biby and Anale Biby, recorded January 5, 1988 in [Deed Book 395, Page 533](#).

**Tract 2D**

District Court Probate Case No. 2022 PR 133 entitled In the Matter of the Estate of Virgil H. Biby, wherein by Order filed August 26, 2022, the subject property was set aside to: Lyn Biby, Derek Biby, and the Heirs and Devisees of the Estate of Anale Biby, deceased.

In the Office of Vital Statistics of the Kansas Department of Health and Environment appears a Certificate of Death for Anale Biby, deceased on April 13, 2022, filed of record on May 11, 2022, in Book 2022, Page 4408.

In the Office of Vital Statistics of the Kansas Department of Health and Environment appears a Certificate of Death for Virgil Harold Biby, deceased on March 31, 2021, filed of record on December 20, 2021, in Book 2021, Page 13509.

Warranty Deed from Gerald E. Thierstein and Samia Thierstein, his wife, to Virgil H. Biby and Anale Biby, recorded June 25, 1985 in [Deed Book 380, Page 475](#).

**Tract 3**

District Court Probate Case No. 2022 PR 133 entitled In the Matter of the Estate of Virgil H. Biby, wherein by Order filed August 26, 2022, the subject property was set aside to: Lyn Biby, Derek Biby, and the Heirs and Devisees of the Estate of Anale Biby, deceased.

In the Office of Vital Statistics of the Kansas Department of Health and Environment appears a Certificate of Death for Anale Biby, deceased on April 13, 2022, filed of record on May 11, 2022, in Book 2022, Page 4408.

In the Office of Vital Statistics of the Kansas Department of Health and Environment appears a Certificate of Death for Virgil Harold Biby, deceased on March 31, 2021, filed of record on December 20, 2021, in Book 2021, Page 13509.

Transfer on Death Deed executed April 18, 2018 from Virgil H. Biby a/k/a Virgil Biby and Anale Biby, husband and wife, to Virgil H. Biby and Anale Biby and Dawn (Lyn) Steffes and Derek Biby, recorded July 9, 2018, in [Book 2018, Page 5267](#).

Tenants in Common Deed from Virgil H. Biby a/k/a Virgil Biby and Anale Biby, husband and wife, to Virgil H. Biby and Anale Biby, recorded July 9, 2018 in [Book 2018, Page 5266](#).

Warranty Deed from William Wyss and Martha Wyss, husband and wife, to Virgil Biby and Anale Biby, recorded January 11, 1993 in [Book 657, Page 1](#).

**Tract 4**

District Court Probate Case No. 2022 PR 133 entitled In the Matter of the Estate of Virgil H. Biby, wherein by Order filed August 26, 2022, the subject property was set aside to: Lyn Biby, Derek Biby, and the Heirs and Devisees of the Estate of Anale Biby, deceased.

In the Office of Vital Statistics of the Kansas Department of Health and Environment appears a Certificate of Death for Anale Biby, deceased on April 13, 2022, filed of record on May 11, 2022, in Book 2022, Page 4408.

In the Office of Vital Statistics of the Kansas Department of Health and Environment appears a Certificate of Death for Virgil Harold Biby, deceased on March 31, 2021, filed of record on December 20, 2021, in Book 2021, Page 13509.

Transfer on Death Deed executed April 18, 2018 from Virgil H. Biby a/k/a Virgil Biby and Anale Biby, husband and wife, to Virgil H. Biby and Anale Biby and Dawn (Lyn) Steffes and Derek Biby, recorded July 9, 2018, in [Book 2018, Page 5267](#).

Tenants in Common Deed from Virgil H. Biby a/k/a Virgil Biby and Anale Biby, husband and wife, to Virgil H. Biby and Anale Biby, recorded July 9, 2018 in [Book 2018, Page 5266](#).

Warranty Deed from Robert C. Korff, III, a single person, to Virgil H. Biby and Anale Biby, recorded March 18, 1991 in [Book 587, Page 34](#).

Warranty Deed from Richard M. Korff and Sofija M. Korff, husband and wife, as Trustees of the Korff Family Trust Established April 19, 1990, to Virgil H. Biby and Anale Biby, recorded March 18, 1991 in [Book 587, Page 33](#).

No other instrument conveying title to the land appears within the 24 months preceding the date of this commitment. This information is shown to evidence transfers of title within the last 24 months and should not be construed as an abstract or representation of title.

*E-RECORDING: OUR COMPANY E-RECORDS IN ALL COUNTIES WHERE THIS SERVICE IS OFFERED. An electronic recording service fee of \$5.00 per document will be assessed at the time of recording.*

*LOAN POLICY ENDORSEMENTS ALTA 4 Condominium, ALTA 5 P.U.D., ALTA 6, 6.1 or 6.2 Variable Rate, ALTA 8.1 Environmental and ALTA 9 Comprehensive, as applicable, are included at no additional charge. For other endorsements please contact our office.*

*CLOSING FUNDS, pursuant to KSA 40-1137(c), funds for closing in excess of \$2,500.00 must be in the form of a wire transfer or bank issued check (cashier's, tellers, money order).*

*RECORDING FEES are generally \$21.00 for the first page and \$17.00 for each additional page of each document. Recording fees for releases and assignments of a single mortgage will be \$20.00 for the first page and \$4.00 for each additional page.*

*ANY DEED to be recorded must be accompanied by a Kansas Real Estate Sales Validation Questionnaire (original form, in triplicate) unless a valid exemption is stated on the face of the deed pursuant to KSA 17-1437.*

*REAL ESTATE TAXES are billed on November 1 of the tax year and are due and payable at that time. The first half becomes delinquent on December 20 of the tax year; the second half becomes delinquent on May 10 of the following year.*

**COMMITMENT FOR TITLE INSURANCE  
ISSUED BY  
FIDELITY NATIONAL 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 EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

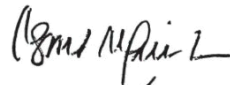

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida 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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**Fidelity National Title Insurance Company**

By:   
ATTEST  President  
Secretary

**Countersigned  
Kansas Secured Title, Inc. - El Dorado**

By 

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COMMITMENT FOR TITLE INSURANCE  
 Issued by  
*Fidelity National Title Insurance Company*

SCHEDULE A

File No: 5145953	Revision: 2 jmw 9/19/22	Customer File
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1. Commitment Date: September 12, 2022, 05:00 pm
2. Policy to be issued:
  - (a) 2006 ALTA® Owner's Policy Premium Amount:  
 Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner as shown on Schedule A, Item 4  
 Proposed Policy Amount: \$1,000.00
  - (b) 2006 ALTA® Loan Policy Premium Amount:  
 Proposed Insured:  
 Proposed Policy Amount:
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, 2A, 2C, 3, and 4**  
 The Heirs and Devisees of the Estate of Anale Biby, deceased (3/8 interest), Derek Biby (5/16 interest), and Dawn (Lyn) Steffes (1/4 interest) and Lyn Biby 1/16

**Tract 2B & 2D**  
 The Heirs and Devisees of the Estate of Anale Biby, deceased (3/4 interest), Lyn Biby (1/8), and Derek Biby (1/8).
5. The Land is described as follows:
 

See Exhibit "A" attached hereto and by this reference made a part hereof

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EXHIBIT "A"

**Tract 1**

The Southwest Quarter and the West Half of the Southeast Quarter all in Section 16, Township 23 South, Range 6 East of the Sixth Principal Meridian, Butler County, Kansas. Subject to public road.

AND

The West Half of the Northwest Quarter in Section 16, Township 23 South, Range 6 East of the Sixth Principal Meridian, Butler County, Kansas. Subject to public road.

**Tract 2A**

The South Half of the Southeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 17, Township 23 South, Range 6 East of the 6th P.M., Butler County, Kansas. Subject to public road.

**Tract 2B**

The Northwest Quarter of the Southeast Quarter of Section 17, Township 23 South, Range 6 East of the 6th P.M., Butler County, Kansas. Subject to public road.

**Tract 2C**

The Northeast Quarter and the Southeast Quarter of the Northwest Quarter of Section 17, Township 23 South, Range 6 East of the 6th P.M., Butler County, Kansas. Subject to public road.

**Tract 2D**

The West Half of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter of Section 17, Township 23 South, Range 6 East of the 6th P.M., Butler County, Kansas. Subject to public road.

**Tract 3**

The Northwest Quarter and the North Half of the Southwest Quarter of Section 21, Township 23 South, Range 6 East of the 6th P.M., Butler County, Kansas. Subject to public road.

**Tract 4**

The East Half of Section 12, Township 23 South, Range 5 East of the 6th P.M., Butler County, Kansas. Subject to public road.

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COMMITMENT FOR TITLE INSURANCE  
Issued by  
*Fidelity National Title Insurance Company*  
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, delivered, and recorded in the Public Records.
5. FURNISH executed Owner's Affidavit and Certification as prescribed by the Company.

**PLEASE BE ADVISED THAT OUR SEARCH DID NOT DISCLOSE ANY OPEN MORTGAGES OF RECORD. IF YOU SHOULD HAVE KNOWLEDGE OF ANY OUTSTANDING OBLIGATION, PLEASE CONTACT US IMMEDIATELY FOR FURTHER REVIEW PRIOR TO CLOSING.**

6. 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 Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
7. The Company requires a copy of the fully executed sales contract setting forth the names of all parties and the sales price of the subject property and this commitment must be updated to show any additional exceptions and/or requirements prior to closing.
8. Record Warranty Deed from Dawn (Lyn) Steffes, aka Lyn Biby, and Derek Biby, showing marital statuses and joined by spouses if married, to Purchaser with contractual rights under a purchase agreement with the vested owner as shown on Schedule A, Item 4, together with Kansas Real Estate Validation Questionnaire fully completed and signed to accompany said Deed. Tracts 1-4
9. Record Administrator's Deed from Dawn (Lyn) Steffes aka Lyn Biby, Administrator of the Estate of Anale Biby, Deceased, to Purchaser with contractual rights under a purchase agreement with the vested owner as shown on Schedule A, Item 4, which must recite the actual consideration therefore

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and state that it is given pursuant to the Order of the Court, together with Kansas Real Estate Validation Questionnaire fully completed and signed to accompany said deed. Tracts 1-4

10. In the District Court of BUTLER County, Kansas, appears Case No. 2022 PR 134, entitled In the Matter of the Estate of Anale Biby, Deceased, wherein Lyn Biby has been appointed the Administrator of the Estate.
11. Proper proceedings, including notice as required by law, resulting in an Order authorizing the proposed sale must be had, after which this office reserves the right to make additional requirements.

NOTE TO CLOSER: Contact the attorney for the estate, Susan M. Locke  
Adams Jones Law Firm, P.A.  
1635 N. Waterfront Parkway, Suite 200  
Wichita, KS 67206  
316-265-8591  
slocke@adamsjones.com, for preparation of the Administrator's Deed.

End of Requirements

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COMMITMENT FOR TITLE INSURANCE  
 Issued by  
*Fidelity National Title Insurance Company*  
 SCHEDULE B, PART II  
 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. 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 circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
  5. 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.
  6. Taxes or special assessments which are not shown as existing liens by the public records.
7. General and special taxes for the year 2022 and subsequent years. (All Tracts)
  8. Rights and liabilities in connection with the Upper Walnut Watershed Joint District Number 33 of Butler and Chase Counties, Kansas, of which the real estate in question is a part, as evidenced by instruments of record in [Misc. Book 236, page 13](#) and [Misc. Book 262, page 85](#) of the records of Butler County, Kansas. (All Tracts)
  9. Right of Way granted to Kansas Gas and Electric Company, a corporation, filed January 2, 1942, recorded in [Misc. Book 141, Page 175](#). (Tract 2D)
  10. Right of Way granted to Kansas Gas and Electric Company, a corporation filed June 8, 1965, recorded in [Misc. Book 269, Page 88](#). (Tract 1)
  11. Right of Way granted to Kansas Gas and Electric Company, a corporation, filed August 9, 1965, recorded in

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[Misc. Book 270, Page 19](#). (Tract 2C)

12. Easement to Upper Walnut Watershed Joint District #33, recorded in [Book 434, Page 421](#), for construction and maintenance of dam and impoundment of water. (All of Tract 2)
13. Easement to Upper Walnut Watershed Joint District #33, recorded in [Book 536, Page 480](#), for construction and maintenance of dam and impoundment of water. (All of Tract 2)
14. Right of Way granted to Evergy Kansas South, Inc., a Kansas corporation, a wholly owned subsidiary of Evergy Kansas Central, Inc., filed November 6, 2020 in [Book 2020, Page 10678](#). (All of Tract 2)

End of Exceptions

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**COMMITMENT CONDITIONS****1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

**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 shall not be liable for any other amendment to 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 shall not be 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 will only have liability 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.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 and authenticated by a person authorized by the Company.
- (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 HAS BEEN 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 the purpose of providing closing or settlement services.

**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.

**Kansas Secured Title, Inc. - El Dorado/Title Midwest, Inc.**

**PRIVACY POLICY**

**We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal and/or financial information. We agree that you have a right to know how we will utilize the personal information you provide us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

**APPLICABILITY**

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

**TYPES OF INFORMATION**

Depending upon which of our services you are utilizing, the type of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and;
- Information we receive from a consumer-reporting agent.

**USE OF INFORMATION**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom our affiliated companies have joint marketing agreements.

**FORMER CUSTOMERS**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

**CONFIDENTIALITY AND SECURITY**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.