



**ALTA COMMITMENT FOR TITLE INSURANCE**  
**issued by**  
**First American 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 EXTRACTIONAL 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, FIRST AMERICAN TITLE INSURANCE COMPANY, a California 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 Amount of Insurance and the name of the Proposed Insured.


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

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

**Issuing Agent: Security 1st Title**

 Security 1<sup>st</sup> Title

**Rita Anello**  
**(620) 583-5020 (Work)**  
[ranello@security1st.com](mailto:ranello@security1st.com)

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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.

### 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 is not 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:

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- 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 is not 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 is only liable 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.
  - d. The Company’s liability does not exceed the lesser of the Proposed Insured’s actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
  - e. The Company is not liable for the content of the Transaction Identification Data, if any.
  - f. The Company is not 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. The Company’s liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
  - c. 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.
  - 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 IS 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 closing, settlement, escrow, or any other purpose.
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.
9. CLAIMS PROCEDURES  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. CLASS ACTION  
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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**Transaction Identification Data for reference only:**

Issuing Agent:	<b>Security 1st Title</b>	Buyer:	
Issuing Office:	<b>414 E. River Street Eureka, KS 67045</b>	Title Contact:	<b>Rita Anello (620) 583-5020 (Work) <a href="mailto:ranello@security1st.com">ranello@security1st.com</a></b>
ALTA Universal ID:	<b>1147382</b>		
Loan ID Number:			
Commitment No.:	<b>KS-C3044949GW</b>		
Property Address:	<b>1342 10TH ST Severy, KS 67137</b>		

**SCHEDULE A**

**1. Commitment Date:**

09/18/2023 at 7:00 AM

**2. Policy to be issued:**

ALTA Owner's Policy 07-01-2021

Proposed Insured:

The estate or interest to be insured: Fee Simple

TBD

**3. The estate or interest in the Land at the Commitment Date is:**

Fee Simple

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

JOHN E DAVIS AND DOROTHY L. DAVIS JOINT REVOCABLE TRUST

**5. The Land is described as follows:**

Property description set forth in Exhibit A attached hereto and made a part hereof.

**Security 1st Title, LLC**

By:



Commitment No.: KS-C3044949GW

## Exhibit A

TRACT 1; The West Half of the Northeast Quarter (W2 NE4) and the East 90 acres of the Northwest Quarter (NW4) of Section 18, Township 28 South, Range 11 East of the 6th P.M., Greenwood County, Kansas, LESS beginning at the Northeast corner of the West Half of the Northeast Quarter (NE/c W2 NE4); thence West 970 feet; thence South 332 feet; thence East 970 feet; thence North 332 feet to the point of beginning.

TRACT 2; The Northwest Quarter (NW4) of Section 13, Township 28 South, Range 10 East of the 6th P.M., Greenwood County, Kansas, LESS a tract of land in said Northwest Quarter described as follows: Commencing at the Northeast corner of the Northwest Quarter (NE/c NW4); running thence West on the North Section line 1391.43 feet; thence S01°56'20"E, 480.27 feet; thence East 1371.93 feet; thence N00°23'12"E, 480.02 feet to the place of beginning.

TRACT 3; The North Half of the Northwest Quarter (N2 NW4) of Section 11, Township 28 South, Range 10 East of the 6th P.M., Greenwood County, Kansas, LESS the following described real estate, to-wit: Commencing at a point on the West line of said Northwest Quarter (NW4) and the South boundary of the right-of-way of Highway 96 a distance of 490 feet for a point of beginning; thence South 205 feet; thence East parallel to the South boundary of the right-of-way of Highway 96 a distance of 400 feet; thence North 205 feet to the South boundary of the right-of-way of Highway 96; thence Westerly along the South boundary of the right-of-way of Highway 96 a distance of 400 feet to the point of beginning.

TRACT 4; The Southwest Quarter (SW4) and the and the South Half of the Northwest Quarter (S2 NW4) of Section 11, Township 28 South, Range 10 East of the 6th P.M., Greenwood County, Kansas, LESS Railroad right-of-way and road right-of-way.

TRACT 5; The Northwest Quarter of the Southwest Quarter (NW4 SW4) and all of the Northwest Quarter (NW4) of Section 14, Township 28 South, Range 10 East of the 6th P.M., Greenwood County, Kansas.

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### 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, and recorded in the Public Records.
5. **Our search of the public records does not disclose a mortgage/deed of trust on the property. We must be advised if you have any knowledge of an unreleased mortgage/deed of trust, recorded or unrecorded. The Company reserves the right to make such further requirements as it deems necessary.**
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 John E. Davis and Dorothy L. Davis Joint Revocable Trust.**

**In the alternative, we may be provided with said Trust together with all amendments thereto. We reserve the right to make additional requirements we deem necessary.**

7. **File a Trustee's Deed from JOHN E DAVIS AND DOROTHY L. DAVIS JOINT REVOCABLE TRUST to None.**

**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; state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked, and finally, recite the full consideration being received.**

8. **Provide this company with a properly completed and executed Owner's Affidavit.**

**The application for title insurance does not give the name of the prospective purchaser. We reserve the right to make any additional requirements we deem necessary when such name is ascertained.**



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## SCHEDULE B, PART II—Exceptions

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions 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 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 at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **General taxes and special assessments for the year 2022 in the amount of \$1,258.72, \$118.49 Delinquent.**

**Property ID # 1-04508**

**PIN # R9037 (Tract 1)**

8. **General taxes and special assessments for the year 2022 in the amount of \$1,968.74, \$176.31 Delinquent.**

**Property ID # 1-03984**

**PIN # R9159 (Tract 2)**

9. **General taxes and special assessments for the year 2022 in the amount of \$261.32, \$37.27 Delinquent.**

**Property ID # 1-03923**

**PIN # R9070 (Tract 3)**

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10. General taxes and special assessments for the year 2022 in the amount of \$858.58, \$85.91 Delinquent.

Property ID # 1-03925

PIN # R9072 (Tract 4)

11. General taxes and special assessments for the year 2022 in the amount of \$1,415.40, \$136.99 Delinquent.

Property ID # 1-03987

PIN # R9165 (Tract 5)

12. Terms and provisions of the oil and gas leases executed between Dorothy L. Davis, surviving trustee of the John E. Davis and Dorothy L. Davis Joint Revocable Trust, lessor, and BRC Lime, LLC, lessee, filed 12/23/11 recorded in/on Lease Book 53, Page 129 (As to All Tracts), together with all subsequent assignments and conveyances.

NOTE: If there is no production of oil and gas from all of the property covered by the above lease, if any set terms including options to renew in the lease have expired, and we are furnished with a properly executed affidavit of Non-Production, the above exception will not appear on the policy to be issued.

13. Terms and provisions of the oil and gas leases executed between Dorothy L. Davis and John E. Davis, her husband, lessor, and Jerry L. Donnelly, lessee, filed 12/03/91 recorded in/on Lease Book 46, Page 361 (As to Tract 1), together with all subsequent assignments and conveyances.

NOTE: If there is no production of oil and gas from all of the property covered by the above lease, if any set terms including options to renew in the lease have expired, and we are furnished with a properly executed affidavit of Non-Production, the above exception will not appear on the policy to be issued.

14. Terms and provisions of the oil and gas leases executed between John E. Davis and Dorothy L. Davis, his wife, lessor, and J. Fred Hambright, lessee, filed 9/24/85 recorded in/on Lease Book 45, Page 195 (As to Tract 5), together with all subsequent assignments and conveyances.

NOTE: If there is no production of oil and gas from all of the property covered by the above lease, if any set terms including options to renew in the lease have expired, and we are furnished with a properly executed affidavit of Non-Production, the above exception will not appear on the policy to be issued.

15. Terms and provisions of the oil and gas leases executed between John E. Davis Construction Co., Inc., lessor, and Ronnie J. Hon Oil & Gas, lessee, filed 7/02/84 recorded in/on Lease Book 44, Page 361 (As to Tract 3), together with all subsequent assignments and conveyances.

NOTE: If there is no production of oil and gas from all of the property covered by the above lease, if any set terms including options to renew in the lease have expired, and we are furnished with a properly executed affidavit of Non-Production, the above exception will not appear on the policy to be issued.

16. Terms and provisions of the oil and gas leases executed between John E. Davis, lessor, and Ronnie J. Hon Oil & Gas, lessee, filed 7/02/84 recorded in/on Lease Book 44, Page 357 (As to Tract 5), together with all subsequent assignments and conveyances.

NOTE: If there is no production of oil and gas from all of the property covered by the above lease, if any set terms including options to renew in the lease have expired, and we are furnished with a properly executed affidavit of Non-Production, the above exception will not appear on the policy to be issued.

17. Terms and provisions of the oil and gas leases executed between John E. Davis, lessor, and Ronnie J. Hon Oil & Gas, lessee, filed 7/02/84 recorded in/on Lease Book 44, Page 355 (As to Tract 4), together with all subsequent assignments and conveyances.

NOTE: If there is no production of oil and gas from all of the property covered by the above lease, if any set terms including options to renew in the lease have expired, and we are furnished with a properly executed affidavit of Non-Production, the above exception will not appear on the policy to be issued.

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18. Terms and provisions of the oil and gas leases executed between Dorothy L. Davis and John E. Davis, her husband, lessor, and Shalae Oil Production, lessee, filed 5/15/81 recorded in/on Lease Book 40, Page 437 (As to Tract 1), together with all subsequent assignments and conveyances.

NOTE: If there is no production of oil and gas from all of the property covered by the above lease, if any set terms including options to renew in the lease have expired, and we are furnished with a properly executed affidavit of Non-Production, the above exception will not appear on the policy to be issued.

19. The terms and provisions contained in the document entitled "Resolution No. 09-20" filed as Misc. Book 97, Page 623 (As to Tract 3).
20. The terms and provisions contained in the document entitled "Disclaimer and Release" filed as Misc. Book 96, Page 551 (As to Tracts 3 & 4).
21. An easement for Waterline, recorded as Misc. Book 74, Page 39.  
In favor of: Rural Water District No. 1, Greenwood County, Kansas  
Affects: Tract 3
22. An easement for Telephone line, recorded as Misc. Book 38, Page 257.  
In favor of: Southwestern Bell Telephone Co.  
Affects: Tract 1
23. An easement for Telephone line, recorded as Misc. Book 38, Page 227.  
In favor of: Southwestern Bell Telephone Co.  
Affects: Tract 3
24. An easement for Waterline, recorded as Misc. Book 21, Page 373.  
In favor of: Rural Water District No. 1, Greenwood County, Kansas  
Affects: Tracts 4 & 5
25. An easement for Waterline, recorded as Misc. Book 20, Page 613.  
In favor of: Rural Water District No. 1, Greenwood County, Kansas  
Affects: Tract 3
26. An easement for Powerline, recorded as Misc. Book SS, Page 461.  
In favor of: Kansas Electric Power Co.  
Affects: Tract 1
27. An easement for Powerline, recorded as Misc. Book SS, Page 462.  
In favor of: Kansas Electric Power Co.  
Affects: Tract 1
28. Subject to existing road, street or highway rights of way.
29. Rights or claims of parties in possession not shown by the public records.
30. The application for title insurance does not give the name of the prospective purchaser. When such name is ascertained, the records must be searched for possible judgments. If the purchaser is to be an entity other than a natural person or persons, certain additional requirements may be necessary.

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