



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.

KST File 5147887	Loan No.	Customer File
	Your Closer is:	
If KST is to handle closing and a closer is not listed please contact our office.		
	Your Title Officer is	
Sheila Hammon		shammon@kstitle.com
Buyer:	Purchaser with contractual rights under a purchase agreement with the vested owner as identified at Item 4 below	
Seller:	John J. Benson and Lisa A. Benson	
Property Address: 0 NW 170th St Newton, KS 67114		

*****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 (NOTE: if taxes are delinquent, the hyperlinked tax amount does not constitute a payoff amount):

Tax ID [55-69000](#)

Taxes for 2023:

General Tax: \$1,009.52

Special Assessments: \$0.00

Total: \$1,009.52

2023 taxes are paid in full.

TITLE CHAIN: FOR INFORMATION WE NOTE THE FOLLOWING DEED(S) APPEARING ON THE RECORD:

Quitclaim Deed from John J. Benson, to John J. Benson and Lisa A. Benson, recorded June 30, 2023, in [Book 2023, Page 4683](#).

In the Office of Vital Statistics of the Kansas Department of Health and Environment appears a Certificate of Death for Kathryn Irene Benson Robson, deceased on November 7, 2013, filed of record on May 30, 2014, in Book 2014, Page 4127.

We note Transfer on Death Deed dated January 25, 2013, recorded January 30, 2013, in [Book 2013, Page 17382](#), from Kathryn Irene Benson-Robson, fka Kathry Irene Benson, a married, as owner, and Marvin D. Robson, her husband, transfers on her death, to John J. Benson. Said deed is not effective until the death of the Grantor and can be revoked by Grantor.

Warranty Deed from Kathryn I. Benson Robson fka Kathryn I. Benson, and Marvin D. Robson, wife and husband, to Kathryn I. Benson Robson, recorded April 17, 2012, in [Book 2013, Page 6994](#).

District Court Probate Case No. [2002-PR-000159](#) entitled In the Matter of the Estate of Edith H. Wedel, wherein by Order filed February 3, 2003, the subject property was set aside to: Kathryn I. Benson.

Warranty Deed from Edith H. Wedel and Stanley F. Wedel, her husband, to Edith H. Wedel and Stanley F. Wedel, recorded February 28, 1968, in [Book 294, Page 242](#).

Warranty Deed from Emilie A. Regier, a single person, to Elise K. Frey, recorded March 24, 1938, in [Book 178, Page 206](#).

Warranty Deed from Charles Metzger and his wife Margaret Metzger and Lillian M. Albertson, to Emilie A. Regier, recorded July 30, 1927, in [Book 160, Page 85](#).

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.

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File No.: 5147887

ALTA 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 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, **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 Amount of Insurance 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.

Countersigned
Kansas Secured Title, Inc. - El Dorado

By 

Authorized Officer or Licensed Agent



Fidelity National Title Insurance Company

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Kansas Secured Title, Inc. - El Dorado
Issuing Office: Kansas Secured Title, Inc. - El Dorado
Issuing Office's ALTA Registry ID: 0048818
Loan ID Number:
Issuing Office File Number: 5147887
Property Address: 0 NW 170th St Newton, KS 67114
Revision Number:

SCHEDULE A

1. Commitment Date: **December 20, 2023, at 05:00 pm**
2. Policy to be Issued:
 - (a) ALTA® 2021 Owner's Policy Premium Amount:
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner as identified at Item 4 below**
Proposed Policy Amount: **\$1,000.00**
The estate or interest to be insured: **Fee Simple**
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 J. Benson and Lisa A. Benson**
5. The Land is described as follows:
The West Half of the Northeast Quarter of Section 10, Township 23 South, Range 3 East of the 6th P.M., Butler County, Kansas. Subject to public road.

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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, delivered, and recorded in the Public Records.
5. FURNISH executed Affidavit and Indemnification as prescribed by the Company.
6. **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.**
7. **Record an executed Affidavit from a knowledgeable party stating marital status for John J. Benson, as of June 30, 2023, who was a Grantor in Deed recorded in [Book 2023, Page 4683](#). (Marital status was not recited on said deed.)**
NOTE: If said Grantor was married at the time of execution of said deed, Company requires a corrective Deed be recorded to convey the marital interest.
8. **Record an affidavit from a knowledgeable party stating that Kathryn I. Benson Robson fka Kathryn I. Benson as shown in Warranty Deed recorded in [Book 2013, Page 6994](#) and Kathryn Irene Benson-Robson fka Kathryn Irene Benson as shown in Transfer on Death Deed and recorded in [Book 2013, Page 17372](#) are one and the same person.**
9. **Record Warranty Deed from John J. Benson and Lisa A. Benson, stating marital status and joined by spouse if any, to Purchaser with contractual rights under a purchase agreement with the vested owner as identified at Item 4 below, together with Kansas Real Estate Validation Questionnaire fully completed and signed to accompany said Deed.**
10. **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 and Amount of Insurance, 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.**
11. **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.**
12. *The Kansas appellate court clerk's offices and district court clerk's offices, except Johnson County, are currently inaccessible, which has limited the ability to perform judgment and case searches in the Kansas court system.*

WE REQUIRE: an Affidavit of Understanding & Indemnity Agreement to be executed by all parties pertaining to any lien, judgment or other matter related to the inaccessibility of the Kansas district and appellate court records. With this Affidavit, no exception will appear in the policies to be

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issued. We also reserve the right to make additional requirements prior to closing if said court system becomes accessible.

End of Requirements

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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 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 encumbrance, violation, variation, or adverse circumstance, boundary lines overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.
5. Any lien or right to a lien, for services, labor, material, or equipment 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 2024 and subsequent years.**
8. **Rights and liabilities in connection with the Whitewater River Watershed Joint District Number 22, of Butler, Marion, Harvey and Sedgwick Counties, Kansas, of which the real estate in question is a part, as evidenced by instruments of record in Misc. [Book 231, page 411](#) and Misc. [Book 262, page 390](#) of the records of Butler County, Kansas.**
9. **Right of Way granted to Missouri-Kansas Pipe Line Co. of Kansas City, Missouri filed October 17, 1930, recorded in [Book 117, Page 59](#).**
10. **Rights of Tenants now in possession of the Land by either month-to-month or under written leases.**

NOTE: This exception may be removed upon receipt of the signed seller(s) affidavit stating there are no tenants in possession of this property.

End of Exceptions

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that under applicable law 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; 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 is not liable for any other amendment to this Commitment.

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5. DEFINITIONS

- 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 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 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 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.

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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.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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.