



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 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, 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 1st Title

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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: **Security 1st Title** Buyer:
Issuing Office: **414 E. River Street** Title Contact:
Eureka, KS 67045
ALTA Universal ID: **1147382**
Loan ID Number:
Commitment No.: **KS-C3053867GW**
Property Address: **0000 255th St.**
Hamilton, KS 66853

SCHEDULE A

1. Commitment Date:

12/14/2023 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021

TBD

Proposed Insured:

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:

Mitchell Girls, LLC

5. The Land is described as follows:

The Southeast Quarter (SE4) of Section 10, Township 24 South, Range 10 East of the 6th P.M., Greenwood County, Kansas.

Security 1st Title, LLC

By:



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. **Access to court records is currently not available. We require the owner to provide a proper owner's affidavit stating no court action in GREENWOOD County, Kansas exists wherein the owner is subject to (or may become subject to) a judgement lien which may attach to the Land. We further require a proper indemnity signed by the affiant owner(s). If we are to issue a loan policy on a non-purchase money mortgage, we must also be provided with a proper indemnity from the purchaser(s). Absence of which will result in the following exceptions to appear on any policy to be issued:**

Owner's Policy: 'Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the District Court of GREENWOOD County, Kansas including, but not limited to, (i) an inability to search the Public Records, or (ii) any delay in recordation or filing of documents affecting title to the Land in the Public Records.'

Loan policy: 'Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the District Court of GREENWOOD County, Kansas including, but not limited to, (i) an inability to search the Public Records, or (ii) any delay in recordation or filing of documents affecting title to the Land and/or the priority of the lien of the Insured Mortgage in the Public Records.'

7. **Furnish for examination an authentic copy of the articles of organization of Mitchell Girls, LLC, a limited liability company, together with proof that there has been no amendment to the articles of organization, or if there have been such amendments, furnish authentic copies thereof.**

Furnish for examination an authentic copy of the operating agreement, and of any amendments thereto, of Mitchell Girls, LLC, a limited liability company.

We reserve the right to make any additional requirements we deem necessary.

8. **Any instrument to be executed by the limited liability company must:**
 - a. Be executed in the limited liability company's name, and
 - b. Be signed by all the members if management has been retained by the members (in the alternative one member can sign the documents and the rest can sign a separate consent form), or by such managers or other persons as provided in the operating agreement, if said document creates a lower approval threshold.
9. **File a Warranty Deed from Mitchell Girls, LLC to None.**

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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.

The County Tax Records indicated that the real estate taxes are:

General taxes and special assessments for the fiscal year 2023 in the original amount of \$533.08.

First Installment: \$266.54, Due, but not delinquent until 12/20/2023

Second Installment: \$266.54, Due, but not delinquent until 5/10/2024

Property I.D. # 1-00240

PIN # R2720

7. **Terms and provisions of the oil and gas leases executed between Beverly L. Mitchell, a widow, lessor, and Myron Carpenter, lessee, filed 12/30/1975 recorded in/on Lease Book 33, Page 357, 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.

8. Terms and provisions of the oil and gas leases executed between Beverly L. Mitchell, a widow, lessor, and Myron Carpenter, lessee, filed 9/24/1975 recorded in/on Lease Book 33, Page 187, 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.

9. Terms and provisions of the oil and gas leases executed between Fred O. Smith and Catherine L. Smith, husband and wife, lessor, and Ira M. Fester, lessee, filed 6/5/1957 recorded in/on Lease Book 23, Page 175, 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.

10. Terms and provisions of the oil and gas leases executed between W.O. Smith and Olive M. Smith, his wife, lessor, and S.J. Polhamus, lessee, filed 3/12/1927 recorded in/on Lease Book 15, Page 37, 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.

11. An easement for Transmission Line, recorded as Misc. Book 26, Page 113.
In favor of: Kansas Power & Light Co.
Affects: Subject property
12. An easement for Pipe Line, recorded as Misc. Book LL, Page 615.
In favor of: Standish Pipe Line Co.
Affects: a portion of subject property
13. Roadway easement, if any, over the North and East sides of subject property.
14. Rights or claims of parties in possession not shown by the public records.

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