



Security 1st Title

PRELIMINARY TITLE SEARCH REPORT

Prepared By:
Security 1st Title
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Contact: **Jodie Heath**
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Prepared Exclusively For:
Sundgren Realty
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El Dorado, KS 67042
Phone: (316) 321-7112
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Contact: **Jeremy Sundgren**
Email: **jeremy@sundgren.com;**
realty@sundgren.com

Report No: **2484068 Revision A**

Report Effective Date: **October 14, 2021, at 7:30 a.m.**

Property Address: **00000 N. Conway Springs Rd., Conway Springs, KS 67031**

This Title Search Report is NOT a commitment to insure and is not to be construed as an Abstract of Title or Title Opinion. It has been issued as a Report as to the status of title for the specific benefit of **Sundgren Realty**, and as such should not be relied upon by any other party for any Real Estate Transaction. Any and all loss or damage that may occur by reason of any errors and omissions in this Company's Report is limited to \$1,000.00 and the fee it received for the preparation and issuance of this report, if any.

1. **Fee Simple** interest in the Land described in this Report is owned, at the Report Effective Date, by

Raymond A. Ritter Trustee, The Raymond A. Ritter Trust, dated February 11, 1988
2. The Land referred to in this Report is described as follows:

Northeast Quarter (NE1/4) Section Twenty-one (21), Township Thirty-one (31) South, Range Three (3) West of the 6th P.M., Sumner County, Kansas.
3. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following requirements, along with any other matters that may arise after the date of this report:
 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.



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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 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 Raymond A. Ritter Trust, dated February 11, 1988.**

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

6. **File a Trustee's Deed from the current acting trustees of the Raymond A. Ritter Trust, dated February 11, 1988, to a bonafide purchaser .**

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; and state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked.

7. **Provide this Company with a properly completed and executed Owner's Affidavit.**

8. **Recording Fees and Information for Kansas Counties:**

Deed: \$21.00 (first page) + \$17.00 (each additional page)
Mortgage: \$21.00 (first page) + \$17.00 (each additional page)
Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page)
Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.



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(NOTE: Beginning January 1, 2019, Mortgage Registration Tax is no longer required in the State of Kansas.)

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

NOTE: For documents electronically recorded, there is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.

4. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any other matters that may arise after the date of this report:
 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.
 6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records
 7. **General taxes and special assessments for the fiscal year 2020 in the amount of \$436.28, PAID.**



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Property ID # SDT168

NOTE: The real estate taxes for the year 2021 become due on November 1, 2021. The amount is not available at this time.

- 8. Roadway easement, if any, over the North and East of subject property.**
- 9. An easement for utility, recorded as Book 852, Page 274.
In favor of: Wheatland Electric
Affects: a portion of subject property**
- 10. An easement for righ-of-way, recorded as Book 1038, Page 048.
In favor of: Kansas Gas and Electric Company
Affects: a portion of subject property**
- 11. Terms and provisions of the oil and gas lease executed between L.R. Ritter, lessor, and William C. Stewart, lessee, filed November 12, 1964, recorded in/on Book P-78, Page 63, 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 if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued. Said Affidavit must include the same land covered in the Lease.

- 12. Terms and provisions of the oil and gas lease executed between L.R. Ritter, lessor, and Kathol Petroleum, Inc., lessee, filed April 7, 1969, recorded in/on Book P-117, Page 48, 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 if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued. Said Affidavit must include the same land covered in the Lease.

- 13. Terms and provisions of the oil and gas lease executed between Ruth Alice Bertholf and Lee Bertholf; Maxine Latta and Bruce Latta; Raymond Ritter and Mary Louise Ritter;, lessor, and Zenith Drilling Corporation, Inc., lessee, filed**



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June 21, 1977, recorded in/on Book P-195, Page 265, 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 if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued. Said Affidavit must include the same land covered in the Lease.

- 14. Terms and provisions of the oil and gas lease executed between Mary M. Latta and Bruce F. Latta, lessor, and Petro-Dynamics, Ltd., lessee, filed May 27, 1981, recorded in/on Book P-253, Page 667, 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 if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued. Said Affidavit must include the same land covered in the Lease.

- 15. Terms and provisions of the oil and gas lease executed between Raymond Ritter and Mary Louise Ritter, lessor, and Petro-Dynamics, Ltd., lessee, filed May 27, 1981, recorded in/on Book P-253, Page 669, 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 if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued. Said Affidavit must include the same land covered in the Lease.

- 16. Terms and provisions of the oil and gas lease executed between Ruth Alice Bertholf and C. Lee Bertholf, lessor, and Petro-Dynamics, Ltd., lessee, filed May 27, 1981, recorded in/on Book 253, Page 672, 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 if a properly executed Affidavit



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of Non-Production is recorded, the above exception will not appear on the policy to be issued. Said Affidavit must include the same land covered in the Lease.

- 17. Terms and provisions of the oil and gas lease executed between Raymond Ritter and Mary Louise Ritter, lessor, and Paul H. Davis, lessee, filed May 23, 1983, recorded in/on Book P-282, Page 552, 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 if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued. Said Affidavit must include the same land covered in the Lease.

- 18. Terms and provisions of the oil and gas lease executed between Raymond A. Ritter Revocable Trust, lessor, and Front Royal Resources, LLC, lessee, filed June 29, 2011, recorded in/on Book 840, Page 625, 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 if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued. Said Affidavit must include the same land covered in the Lease.

- 19. Rights of the owners of the mineral estate as conveyed or reserved on/in Book 394, Page 132, and of the parties claiming thereunder.**

- 20. Rights of parties in possession under unrecorded leases.**

- 21. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exceptions, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interest or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.**



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By *Sheryl Diane Williams*
LICENSED ABTRACTER