



PRELIMINARY TITLE SEARCH REPORT

Prepared By:
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Prepared Exclusively For:
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Contact: **Becky Young**
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Contact: **Jeremy Sundgren**
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Report No: **2486006**

Report Effective Date: **November 1, 2021, at 7:30 a.m.**

Property Address: **(1, 2 & 3) 10103 S. Sterling Rd; (4) 00000 S. Sterling Rd; AND (5) 10217 S. Sterling Rd, all in Abbyville, KS 67510**

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

Angelique J. Reilly Revocable Trust dated December 18, 2012 - Parcel Nos. 1, 2, 3, and 4

Patrick R. Reilly and Angelique J. Reilly - Parcel No. 5

2. The Land referred to in this Report is described as follows:

SEE ATTACHED EXHIBIT A

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. **(Parcel Nos. 1, 2, 3 & 4) File a release of the Mortgage dated January 9, 2015, recorded January 15, 2015, as Book 851, Page 366, made by Patrick R. Reilly and Angelique Reilly, to Emprise Bank, in the amount not to exceed \$221,666.00.**
6. **(Parcel Nos. 1, 2, 3 & 4) File a release of the Assignment of Leases/Rents dated January 9, 2015, recorded September 15, 2015, as Book 505, Page 393, made by Patrick R. Reilly and Angelique Reilly, to Emprise Bank.**
7. **(Parcel Nos. 1, 2, 3 & 4) File a release of the Mortgage dated March 28, 2019, recorded April 2, 2019, as Book 869, Page 125, made by Patrick R. Reilly and Angelique J. Reilly, not personally, but as Trustees on behalf of Angelique J. Reilly Revocable Trust, to Emprise Bank, in the amount not to exceed \$233,014.00.**
8. **(Parcel No. 5) File a release of the Mortgage dated March 28, 2016, recorded March 30, 2016, as Book 856, Page 492, made by Patrick R. Reilly and Angelique J. Reilly, to Emprise Bank, in the amount not to exceed \$240,000.00.**
9. **(Parcel No. 5) File a release of the Assignment of Leases/Rents dated March 28, 2016, recorded March 30, 2016, as Book 516, Page 315, made by Patrick R. Reilly and Angelique J. Reilly, to Emprise Bank.**
10. **(Parcel Nos. 1, 2, 3 & 4) 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 Angelique J. Reilly Revocable Trust dated December 18, 2012.**

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.

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- 11. (Parcel Nos. 1, 2, 3 & 4) File a Trustee's Deed from Patrick R. Reilly and Angelique J. Reilly, Trustees of the Angelique J. Reilly Revocable Trust dated December 18, 2012, to a Purchaser To Be Determined.**

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.

- 12. (Parcel No. 5) File a Warranty Deed from Patrick R. Reilly and Angelique J. Reilly, husband and wife, to a Purchaser To Be Determined.**
- 13. 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.**
- 14. Provide this Company with a properly completed and executed Owner's Affidavit.**
- 15. 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.

(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



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**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. **(Parcel Nos. 1, 2 & 3) General taxes and special assessments for the fiscal year 2021 in the original amount of \$785.06.
First Installment: \$392.53, UNPAID
Second Installment: \$392.53, UNPAID
Property I.D. # 1-27948**



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8. **(Parcel No. 4) General taxes and special assessments for the fiscal year 2021 in the original amount of \$220.42.**
First Installment: \$110.21, UNPAID
Second Installment: \$110.21, UNPAID
Property I.D. # 1-27947

9. **(Parcel No. 5) General taxes and special assessments for the fiscal year 2021 in the original amount of \$3,094.70.**
First Installment: \$1,547.35, UNPAID
Second Installment: \$1,547.35, UNPAID
Property I.D. # 1-35142

10. **The definition of land as described in the policy does not include any manufactured home or mobile home located on the insured premises, unless the personal title to the same has been cancelled by the Kansas Department of Motor Vehicles and filed with the Reno County Register of Deeds.**

11. **(Parcel No. 1) Roadway easement, if any, over the North portion of subject property.**

12. **(Parcel No. 2) Roadway easement, if any, over the North and East portions of subject property.**

13. **(Parcel No. 4) Roadway easement, if any, over the South and East portions of subject property.**

14. **(Parcel No. 5) Roadway easement, if any, over the East portion of subject property.**

15. **(Parcel Nos. 1 & 3) The property in question, as set forth in Schedule A hereof, are interior parcels and do not front or border on any public street or road; and there is no means by which access to and from said property to any public road can be obtained.**

NOTE: Access to and from the property in question is afforded over the property adjoining thereto on the East by virtue of common ownership.



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16. (Parcel Nos. 2 & 5) An easement for highway, recorded as Grant of Right of Way and Agreement recorded September 27, 1948 in Book 71, Page 231, in favor of the Board of County Commissioners of Reno County, Kansas.
17. (Parcel No. 2) An easement for highway, recorded as February 24, 1975 in Book 160, Page 276, in favor of the Board of County Commissioners of Reno County, Kansas.
18. (Parcel Nos. 1, 2 & 3) Terms and provisions of the oil and gas leases executed between Jack J. Gagnebin and Sharon L. Gagnebin, Trustees or their successors in Trust, under the Gagnebin Trust, dated May 3, 2001, lessor, and J. Fred Hambright Inc., lessee, for a primary term of 3 years, filed February 1, 2011, recorded in/on Book 457, Page 348, 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. (Parcel No. 4) An easement for pipeline, recorded as Book 67, Page 100, in favor of Cities Service Gas Company.
20. (Parcel No. 4) An easement for highway, recorded as Grant of Right of Way and Agreement recorded September 27, 1948 in Book 71, Page 230 AND recorded September 27, 1948 in Book 71, Page 246, in favor of the Board of County Commissioners of Reno County, Kansas.
21. (Parcel No. 4) An easement for bridge, recorded as Right of Way recorded March 8, 1950 in Book 76, Page 100, in favor of Cities Service Gas Company.
22. (Parcel No. 4) An easement for Cathodic Rectifier, recorded as Easement recorded March 24, 1967 in Book 131, Page 232, in favor of Cities Service Gas Company.
23. (Parcel No. 4) An easement for pipeline, recorded as Easement recorded December 22, 1967 in Book 134, Page 68, in favor of Cities Service Gas Company.



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24. (Parcel No. 4) Terms and provisions of the oil and gas lease executed between Markel Properties, LLC, lessor, and J. Fred Hambright, Inc., lessee, for a primary term of 3 years, filed March 15, 2011, recorded in/on Book 459, Page 226, 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.

25. (Parcel No. 4) Easements, if any, for public utilities installed in, under, or upon certain vacated roads prior to the vacation thereof, and for which notice appears in the Official Records, as evidenced by notice in the form of Resolution No. 91-38, recorded March 4, 1992 in Book 251, Page 402, for vacation of certain roads.

26. (Parcel No. 5) Terms and provisions of the oil and gas leases executed between Vesta M. Gagnebin, lessor, and K & C Leasing, lessee, for a primary term of 3 years, filed December 16, 1993, recorded in/on Book 274, Page 477, 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.

27. (Parcel No. 5) Terms and provisions of the oil and gas leases executed between Vesta M. Gagnebin, lessor, and K & C Leasing, lessee, for a primary term of 5 years, filed November 19, 1997, recorded in/on Book 313, Page 345, 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.



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- 28. (Parcel No. 5) Terms and provisions of the oil and gas leases executed between RD Loudenback and Joan C. Loudenback, lessor, and J. Fred Hambright Inc., lessee, for a primary term of 3 years, filed February 11, 2011, recorded in/on Book 458, Page 32, 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.

- 29. Rights of parties in possession under unrecorded leases.**
- 30. 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.**

Dated: **November 1, 2021**, at 7:30 a.m.

SECURITY 1ST TITLE

By: _____

LICENSED ABSTRACTER

EXHIBIT "A"

Parcel No. 1:

The Northwest Quarter of the Northeast Quarter of Section 25, Township 24 South, Range 9 West of the 6th P.M., Reno County, Kansas.

Parcel No. 2:

The Northeast Quarter of the Northeast Quarter of Section 25, Township 24 South, Range 9 West of the 6th P.M., Reno County, Kansas.

Parcel No. 3:

A tract commencing at the Northeast corner of the South Half of the Northeast Quarter of Section 25, Township 24 South, Range 9 West of the 6th P.M., Reno County, Kansas, thence West 500 feet for a point of beginning, thence South 405 feet, thence West 2,150 feet, thence North 405 feet, thence East 2,150 feet to the place of beginning.

Parcel No. 4:

The South Half of the South Half of the Southeast Quarter of Section 24, Township 24 South, Range 9 West of the 6th P.M., Reno County, Kansas.

Parcel No. 5:

The South Half of the Northeast Quarter of Section 25, Township 24 South, Range 9 West of the 6th P.M., Reno County, Kansas, EXCEPT a tract commencing at the Northeast corner of the South Half of the Northeast Quarter of Section 25, Township 24 South, Range 9 West of the 6th P.M., Reno County, Kansas, thence West 500 feet for a point of beginning, thence South 405 feet, thence West 2,150 feet, thence North 405 feet, thence East 2,150 feet to the place of beginning.