



Security 1st Title

PRELIMINARY TITLE SEARCH REPORT

Prepared By:
Security 1st Title
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Prepared Exclusively For:
Sundgren Realty
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Contact: **Jodie Heath**
Email: **jaheath@security1st.com**

Contact: **Audrey Reese**
Email: **realty@sundgren.com**

Report No: **2467120**

Report Effective Date: **July 20, 2021, at 7:30 a.m.**

Property Address: **428 E. 80th St. S., Wellington, KS 67152**

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

Floyd B. Beal and Myrna M. Beal Trust, dated the 7th day of October, 2005

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.
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.



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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 Floyd B. Beal and Myrna M. Beal Trust, dated the 7th day of October, 2005.**

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. **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 Nongrantor Trust under the Floyd B. Beal and Myrna M. Beal Irrevocable Trust dated December 19, 2011.**

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.

7. **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 Residence Trust under the Floyd B. Beal and Myrna M. Beal Irrevocable Trust dated December 19, 2011.**

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.

8. **File a Trustee's Deed from the current acting trustees of the [Floyd B. Beal and Myrna M. Beal Trust, dated the 7th day of October, 2005](#) to a bona fide purchaser. (All Tracts)**

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



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been amended or revoked.

9. **File a Trustee's Deed from the current acting trustees of the [Residence Trust under the Floyd B. Beal and Myrna M. Beal Irrevocable Trust, dated December 19, 2011](#) to a bona fide purchaser. (Tract I)**

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.

10. **File a Trustee's Deed from the current acting trustees of the [Nongrantor Trust under the Floyd B. Beal and Myrna M. Beal Irrevocable Trust, dated December 19, 2011](#) to a bona fide purchaser. (Tracts II, III & IV)**

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.

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

12. **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.)



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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 \$1,544.16, PAID.**



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Property ID # [JT0071C \(Tract I\)](#)

8. **General taxes and special assessments for the fiscal year 2020 in the amount of \$799.52, PAID.**
Property ID # [JT0071 \(Tract II\)](#)
9. **General taxes and special assessments for the fiscal year 2020 in the amount of \$78.24, PAID.**
Property ID # [JT0071A \(Tract III\)](#)
10. **General taxes and special assessments for the fiscal year 2020 in the amount of \$190.42, PAID.**
Property ID # [JT0071B \(Tract IV\)](#)
11. **Subject to existing road, street or highway rights of way.**
12. **An easement contained in [Warranty Deeds](#) recorded in/on Book 347, Page 388; Book 409, Page 233; Book 409, Page 400; and Book 410, Page 94.**
13. **An easement for Right of Way, recorded as [Book 500, Page 397](#).**
In favor of: Sumner-Cowley Electric Cooperative, Inc.
Affects: a portion of all tracts in subject property
14. **Terms and provisions of the oil and gas lease executed between Floyd G. Beal and Myrna M. Beal, husband and wife, lessor, and Front Royal Resources, LLC, lessee, filed June 10, 2011, recorded in/on [Book 838, Page 588](#), 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 Floyd G. Beal and Myrna M. Beal, Trustees of the Floyd G. Beal and Myrna M. Beal Trust dated 10/7/2005, lessor, and Front Royal Resources, LLC, lessee, filed June 10, 2011, recorded in/on [Book 838, Page 591](#), together with all subsequent assignments and conveyances.**



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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. **Rights of parties in possession under unrecorded leases.**
17. **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: **July 20, 2021, at 7:30 a.m.**

SECURITY 1ST TITLE

By 
LICENSED ABSTRACTER

EXHIBIT "A"

Tract I:

A tract of land in beginning 30 feet North and 1233 feet East of the Southwest corner of the Southwest Quarter, thence North 215 feet; thence East 479 feet; thence South 215 feet; thence West 479 feet to point of beginning, in Section 15, Township 33 South, Range 1 West of the 6th P.M., Sumner County, Kansas.

Tract II:

A tract of land in beginning in the Northeast corner of the Southwest Quarter, thence South 2630 feet; thence West 960 feet; thence North 215 feet; thence West 479 feet, thence South 215 feet; thence West 1205 feet; thence North 980 feet; thence East 1180 feet; thence North 831 feet; thence East 1175 feet; thence North 810.9 feet; thence East 265 feet to point of beginning, in Section 15, Township 33 South, Range 1 West of the 6th P.M., Sumner County, Kansas.

Tract III:

A tract of land in beginning 997 feet North and 25 feet East of the Southwest corner of the Southwest Quarter, thence North 841 feet; thence East 1000 feet; thence Northeasterly 290.1 feet; thence North 599 feet; thence East 1130.7 feet; thence South 810.9 feet; thence West 1175 feet; thence South 831 feet; thence West 1180 feet to point of beginning, in Section 15, Township 33 South, Range 1 West of the 6th P.M., Sumner County, Kansas.

Tract IV:

A tract of land in beginning 25 feet East of the Northwest corner of the Southwest Quarter, thence East 1200 feet; thence South 599 feet; thence Southwesterly 290.1 feet; thence West 1000 feet; thence North 830 feet to point of beginning, in Section 15, Township 33 South, Range 1 West of the 6th P.M., Sumner County, Kansas.