



## COMMITMENT TO INSURE

### AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions of Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II
- The Conditions.

This Commitment is not valid without Schedule A and Sections I and II of Schedule B.

Old Republic National Title Insurance Company has caused this Commitment to be signed and sealed by its authorized officers and issued by its authorized agent as of the Effective Date shown in Schedule A.

#### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

*A Stock Company*

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

By

President

Attest

Secretary

**Issued by Authorized Agent:**  
**Kansas Secured Title, Inc. - McPherson**  
**207 North Main**  
**McPherson, Kansas 67460**  
**Phone: 620-241-8289**  
**FAX: 620-241-8333**

**COMMITMENT FOR TITLE INSURANCE**

Issued by

***Old Republic National Title Insurance Company***

By its Agent:

**Kansas Secured Title, Inc. - McPherson**  
**207 North Main, McPherson, Kansas 67460**  
**620-241-8289**

Title Officer:	<b>Amber Hancock</b>	File .:	<b>MP005086</b>
Telephone:	<b>620-241-8289</b>	Revision No.:	
Email:	<b>ahancock@kstitle.com</b>	Customer File No.:	

**SCHEDULE A**

1. Effective Date: **November 22, 2016, 8:00 am**

Property Address: **0000 N Santa Fe**  
**Burrton, KS 67020**  
Property Address: **0000 W US Hwy 50**  
**Burton, KS 67020**

2. Policy (or Policies) to be issued:

**ALTA Owner's Policy (6-17-06)**

Policy Amount: **\$179.00**

Proposed Insured: **To Be Determined**

3. The estate or interest in the land described or referred to in this Commitment is:  
**Fee Simple.**

4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in:  
**Irene G. Gilmore Revocable Trust, dated November 22, 1994**

5. The land referred to herein is described as follows:

**See Exhibit "A" attached hereto and by this reference made a part hereof**



**EXHIBIT "A"**

The land referred to herein is described as follows:

**Tract 1:**

**Beginning at the Northeast corner of Block Sixty (60), City of Burton, as formerly platted; thence South along west line of Howard Avenue, 825 feet, more or less, to North line of Blaine Street; thence West 300 feet to the East line of Santa Fe Avenue; 820 feet, more or less, to South line of Dean Street; thence East along South line of Dean Street to place of beginning, being what formerly platted as Block Fifty-Nine (59) and Sixty (60) in City of Burrton, AND**

**All that portion of the Burlington Northern Railroad Company's (Formerly St. Louis-San Francisco Railway Company) Valley Center to Medora, Kansas Branch Line Right-of-Way, now discontinued, on each side of said Railway Company's Main Tract centerline as originally located and constructed upon, over and across Harvey County, Kansas, but limited however to that portion of the Right of Way Lying to the West of the Main Tract centerline and abutting the following described real property:**

**Beginning at the Northeast corner of Block Sixty (60), City of Burton, Harvey County, Kansas, as formerly platted, thence South along the West line of Howard Avenue 820 feet, more or less, to the North line of Blaine Avenue, thence West 300 feet to the East line of Santa Fe Avenue, thence North along the East line of Santa Fe Avenue 820 feet, more or less to the South line of Dean Street, thence East along the South line of Dean Street to the Place of Beginning, being what was formerly platted as Block Fifty-Nine (59) and Sixty (60) in the City of Burrton. Subject to public road.**

**Tract 2:**

**Tracts in Northwest Quarter (NW/4) of Section Twenty-Nine (29), Township Twenty-Three (23) South, Range Three (3) West of the Sixth Principal Meridian, described as follows: Beginning at the Northwest corner of said Section Twenty-Nine (29); thence east along North line of said section 1,640 feet to West line of Santa Fe Avenue in City of Burrton; thence South along West line of said Santa Fe Ave 870 feet of intersection with center line of Blaine Street; thence West along center line of Blaine Street 1640 feet to West line of said Section 29; thence North along said section line 870 feet to place of beginning; AND All that part of the West Half (W/2) of said Section described as commencing at intersection of West line of Howard Avenue and North line of Market Street on said North line of Market Street 340 feet; thence North on extended center line of Santa Fe Avenue 970 feet; thence East at right angle 190 feet; thence South on center of alley as originally platted in Block Fifty-five (55) 635 feet; thence East on center line of Center Street 150 feet; thence South on West line of Howard Avenue, 335**



feet to place of beginning, all of said streets being as platted in Town of Burrton; **EXCEPT** a tract described as follows: Commencing at Northeast corner of said Northwest Quarter (NW/4); thence West along North line of said Northwest Quarter (NW/4), 598.15 feet; thence with a deflection angle  $90^{\circ}06'00''$  Left-South 60 feet to place of beginning, said point being on East line of vacated Block Sixty (60) of Original Town of Burrton, said point also being on South right of way line of U.S. Highway 50; thence continuing South without deflection along East line of said vacated Block Sixty (60) a distance of 302.5 feet; thence with deflection angle  $90^{\circ}06'00''$  Right-West parallel with North line of said Northwest Quarter (NW/4) 720 feet; thence with a deflection angle  $89^{\circ}54'00''$  Right-North parallel with East line of said vacated Block Sixty (60) a distance of 302.5 feet to South right of way line of U.S. Highway 50; thence with a deflection angle  $90^{\circ}06'00''$  Right-East parallel with North line of said Northwest Quarter (NW/4) 720 feet to place of beginning; **AND**

All that portion of the Burlington Northern Railroad Company's (Formerly St. Louis-San Francisco Railway Company) Valley Center to Medora, Kansas Branch Line Right-of-Way, now discontinued, on each side of said Railway Company's Main Tract centerline as originally located and constructed upon, over and across Harvey County, Kansas, but limited however to that portion of the Right of Way Lying to the West of the Main Tract centerline and abutting the following described real property:

Commencing at the Intersection of the West line of Howard Avenue and the North line of Market Street, thence West on said North line of Market Street 340 feet, thence North on extended center line of Santa Fe Avenue 970 feet, thence East at right angle 190 feet, thence South on center of alley as originally platted in Block Fifty-Five (55), City of Burrton, Harvey County, Kansas, 635 feet, thence East on center line of Center Street 150 feet, thence South on West line of Howard Avenue 335 feet to the point of beginning. Subject to public road.



## COMMITMENT FOR TITLE INSURANCE

Issued by

### ***Old Republic National Title Insurance Company***

By its Agent:

**Kansas Secured Title, Inc. - McPherson  
207 North Main, McPherson, Kansas 67460  
620-241-8289**

### **SCHEDULE B**

#### **I. Requirements:**

The following items need to be satisfied or released prior to closing. In the event these items are not satisfied or released they will show as exceptions on the policy(ies) when issued.

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest or mortgage to be insured.
3. We anticipate compliance with the following requirements:
  - a. **RECORD a Trustee's Deed from Irene G. Gilmore Revocable Trust, dated November 22, 1994 to To Be Determined along with a Real Estate Sales Validation Questionnaire.**
  - b. **FURNISH for our approval a Certification of Trust that is given pursuant to KSA 58a-1013 of the KANSAS Uniform Trust Code, which must be executed by one of the current trustees of Irene G. Gilmore Revocable Trust dated November 22, 2016.**
  - c. **FURNISH executed Owner's Affidavit and Certification.**
  - d. **FURNISH payment of taxes for the year 2016. The 2016 taxes total:**  
General \$84.52  
Special \$0.00  
Total \$84.52,  
**Taxes for the year 2015 and prior years are paid. (Tax ID No. [03136](#)) (Harvey County Treasurer 316-284-6976)**
  - e. **FURNISH payment of taxes for the year 2016. The 2015 taxes total:**  
General \$399.32  
Special \$0.00  
Total \$399.32,  
**Taxes for the year 2015 and prior years are paid. (Tax ID No. [03133](#)) (Harvey County Treasurer 316-284-6976)**



The following Deeds conveying title to the Land appear of record during the 24 months prior to the Effective Date hereof"

Warranty Deed from Irene G. Gilmore, a single person, to Irene G. Gilmore, trustee, and her successor in trust, of the Irene G. Gilmore Revocable Trust, dated November 22, 1994, recorded December 8, 1994, in [Book 191, Page 306](#).

**NOTE:** We reserve the right to make further requirements as we may deem necessary after receiving and examining the instruments required herein.

**CLOSING:** If this transaction is to close at Kansas Secured Title-McPherson, questions regarding closing, including scheduling, a closing protection letter and wiring instructions, should be directed to Kansas Secured Title-McPherson at 620-241-8289.

**RECORDING FEES** are generally \$15.00 for the first page and \$11.00 for each additional page of each document. Recording fees for releases and assignments of a single mortgage are \$14.00 for the first page and \$4.00 for each additional page. Kansas Mortgage Registration Tax is payable at the rate of \$1.50 per \$1,000 of indebtedness. Checks for these fees should accompany the documents and be made payable to the Register of Deeds.

**ANY DEED** to be recorded must be accompanied by a Kansas Real Estate Sales Validation Questionnaire 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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### **SCHEDULE B**

#### **II. EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

#### **2. GENERAL EXCEPTIONS:**

- a) Rights or claims of parties in possession not shown by the Public Records.
- b) Easements or claims of easements, not shown by the Public Records.
- c) Any encroachment, encumbrance, violation, variation or adverse circumstance 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
- d) Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- e) Taxes, or special assessment, if any not shown as existing liens by Public Records.

#### **3. ADDITIONAL EXCEPTIONS:**

- a) **General Taxes and Special Assessments for the year 2017 and subsequent years, not now due and payable.**
- b) **Oil and Gas Lease, dated January 15, 1929 for a primary term of 10 years and covering Pt 29-23-3, filed February 4, 1929, in Book 89, Page 671, and except any instruments pertaining thereto.**
- c) **Oil and Gas Lease, dated January 26, 1937 for a primary term of 10 years and covering pt 29-23-3, filed January 28, 1937, in Book 131, Page 377, and except any instruments pertaining thereto.**



- d) Oil and Gas Lease, dated September 3, 1937 for a primary term of 5 years and covering Pt 29-23-3, filed January 12, 1938, in Book 142, Page 355, and except any instruments pertaining thereto.
- e) Oil and Gas Lease, dated February 15, 1962 for a primary term of 5 years and covering Pt 29-23-3, filed September 16, 1963, in Book 233, Page 491, and except any instruments pertaining thereto.
- f) Oil and Gas Lease, dated August 1, 1963 for a primary term of 5 years and covering Pt 29-23-3, filed September 25, 1963, in Book 233, Page 545, and except any instruments pertaining thereto.
- g) Grant of Right of Way to Kansas Gas and Electric Company filed for record July 10, 1930 and duly recorded in Book 111, Page 489.
- h) Right of Way Easement for Gas Pipeline and Municipal Utilities to The City of Burrton, filed for record November 7, 1963 and duly recorded in Book 234, Page 147.
- i) Right of Way to United Telephone Company of Kansas, Inc. filed for record September 5, 1980 and duly recorded in Book 286, Page 306.
- j) Grant of Right of Way to Kansas Gas and Electric Company filed for record April 3, 2015 and duly recorded in Book 449, Page 33.



**Kansas Secured Title, Inc. - McPherson/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.

This commitment is valid only if Schedule A, BI and BII are attached.



## Conditions

### 1. DEFINITIONS

- (a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B-Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (b) of Schedule B – Section I are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have meets its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

- comply with the Requirement shown in Schedule B– Section I
- or
- eliminate with our written consent any Exceptions shown in Schedule B– Section II.

We shall not be liable for more than the Policy Amount show in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you."

### CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.