



## 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>MP005088</b>
Telephone:	<b>620-241-8289</b>	Revision No.:	
Email:	<b>ahancock@kstitle.com</b>	Customer File No.:	

**SCHEDULE A**

1. Effective Date: **November 20, 2016, 8:00 am**

Property Address: **0000 E 43d Ave  
Buhler, KS 67522**

2. Policy (or Policies) to be issued:

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

Policy Amount:

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:

**The Northeast Quarter (NE/4) of Section Thirty-Four (34), Township (22) South, Range Four (4) West of the Sixth Principal Meridian, Reno County, Kansas, EXCEPT a tract in the Northeast Quarter (NE/4) of said Section Thirty-Four (34) described as follows: Commencing at the Northeast corner of the Northeast Quarter (NE/4) of Section Thirty-Four (34); thence West along the North line of said Section a distance of 1350 feet; thence South a distance of 1628 feet to a point 1312 feet West of the East line of said Section; thence East parallel with the North line of said Northeast Quarter (NE/4) a distance of 1312 feet to the East line of said Northeast Quarter (NE/4); thence North along the East line of said Northeast Quarter (NE/4) a distance of 1628 feet to the place of beginning. Subject to public road.**



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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, 1994.
  - c. **FURNISH** executed Owner's Affidavit and Certification.
  - d. **FURNISH** payment of taxes for the year 2016. The 2016 taxes total:  
General \$378.86  
Special \$8.50  
Total \$387.36,

Taxes for the year 2015 and prior years are paid. (Tax ID No. [032-00921](#)) (Reno County Treasurer 620-694-2938)

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

Warranty Deed from Roger L. Teter and Carolyn J. Teter, his wife; Jerald E. Teter and Doris E. Teter, his wife, to Irene G. Gilmore, recorded September 3, 1985, in [Book 472, Page 388](#).



**Warranty Deed from Irene G. Gilmore, a single person, to Irene G. Gilmore, trustee, and her successors in trust, of the Irene G. Gilmore Revocable Trust, dated November 22, 1994, recorded December 2, 1994, in [Book 515, Page 549](#).**

*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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620-241-8289**

### 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 July 22, 1987 for a primary term of 3 years and covering NE/4 Except 34-22-4, filed July 29, 1987, in Book 112, Page 283, and except any instruments pertaining thereto.
- c) Oil and Gas Lease, dated May 11, 2011 for a primary term of 5 years and covering SE/4 33-24-4; SW/4 5-25-6; NE/4 34-22-4; SE/4SE/4 16-22-4; Pt NE/4 21-22-4; SW/414-22-4, filed July 21, 2011, in Book 796, Page 385, and except any instruments pertaining thereto.

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



**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.



## 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.



# PROPERTY TAX INFORMATION


[Return To County Website](#)
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## Tax Statement Details

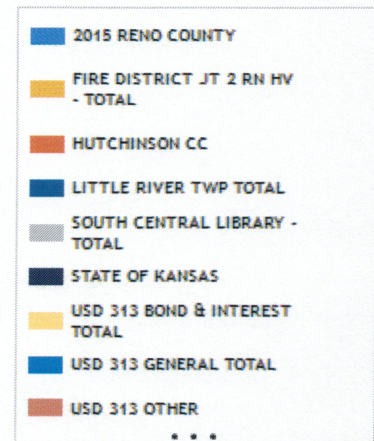
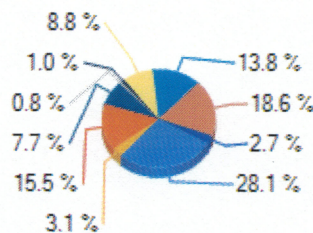
<b>Type</b>	<b>CAMA Number</b>	<b>Tax Identification</b>
RL	018 34 0 00 00 002 00 0 01	032-00921
<b>Owner ID</b>	GILM00036GILMORE, IRENE G REV TRUST	
<b>Taxpayer ID</b>	GILM00036GILMORE, IRENE G REV TRUST	
E 43RD	67522-	
<b>Subdivision</b>	LITTLE RIVER TWP	<b>Block</b> <b>Lot(s)</b> <b>Section</b> 34 <b>Township</b> 22 <b>Range</b> 04
<b>Tract 1</b>	00921	

[Current Taxes](#)
[GIS Map](#)
[Print Friendly Version](#)

## Statement Details

General Tax:	\$350.40
Specials:	\$7.46
Total Tax:	\$357.86
Received To Date:	\$357.86
Balance:	\$0.00
Interest To Date:	\$0.00
Fees:	\$0.00
Total Due:	\$0.00

## Taxes by Tax Districts



## Receipt Information

Receipt #	Date	Tax Int/Fee
32543	12/28/2015	\$178.93 \$0.00
57794	5/17/2016	\$178.93 \$0.00

For delinquent tax pay off amount contact Reno County Treasurer 206 W 1st Ave, Hutchinson, KS 67501, (620) 694-2938.

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[Back To Search Criteria](#)



Kansas

Reno

Report ID: FSA-156EZ

U.S. Department of Agriculture

Farm Service Agency

## Abbreviated 156 Farm Record

FARM: 14752

Prepared: 10/24/16 3:11 PM

Crop Year: 2017

Page: 2 of 3

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Tract Number: 4577 Description: C-21;1-B;NE1/4 34-22-4 (Except NE 49 AC)

BIA Range Unit Number:

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status: Tract does not contain a wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
110.33	109.83	109.83	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP		
0.0	0.0	109.83	5.0	0.0		

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
WHEAT	55.4		33	0.0
OATS	15.6		40	0.0
CORN	3.5		60	0.0
GRAIN SORGHUM	39.1		50	0.0
Total Base Acres:	113.6			

Owners: IRENE GILMORE TRUST

Other Producers: None

Tract Number: 30783 Description: W2 N2 SE4 34-22-4

BIA Range Unit Number:

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status: Tract does not contain a wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
38.29	35.27	35.27	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP		
0.0	0.0	35.27	0.0	0.0		

Owners: IRENE GILMORE TRUST

Other Producers: None