



LAND AUCTION



Sumner County Thursday July 19, 2018 at 11 am Held at the Anthony, KS Cobblestone Inn

Legal description: Northwest 1/4 of Section 19,
Township 33, Range 4 West in
Sumner County

Auction location: Cobblestone Inn & Suites
Conference Room

Auction date: July 19, 2018 @ 11:00 am

Location of land: From Anthony, 12 miles east on
KS HWY 44 to NE 130 Ave and then 1 mile
north. Property sits on the SE corner of the
intersection.

Description: 168 +/- Acres Sumner County, KS with
155 acres cropland and the balance in native
acres. Majority of the property is made up of
Class 2 soils with Bethany silt loam.

Taxes: \$1800.66 Taxes will be prorated to the
day of closing.

Minerals: Seller will retain minerals in perpetuity.

Possession: Buyer will receive 1/3 of the cotton and
be responsible for 1/3 share of the fertilizer,
chemicals, and crop insurance. Possession
will be after the 2018 cotton harvest.

Terms: 10% down as earnest money deposit due day
of auction with balance due on or before
August 22, 2018. The Buyer and Seller shall
split equally in the cost of title insurance and
the closing fee. Bidding is not contingent
upon financing. Financing, if necessary,
needs to be arranged and approved prior to
the auction. Statements made day of the
auction take precedence over all printed
advertising and previously made oral
statements.

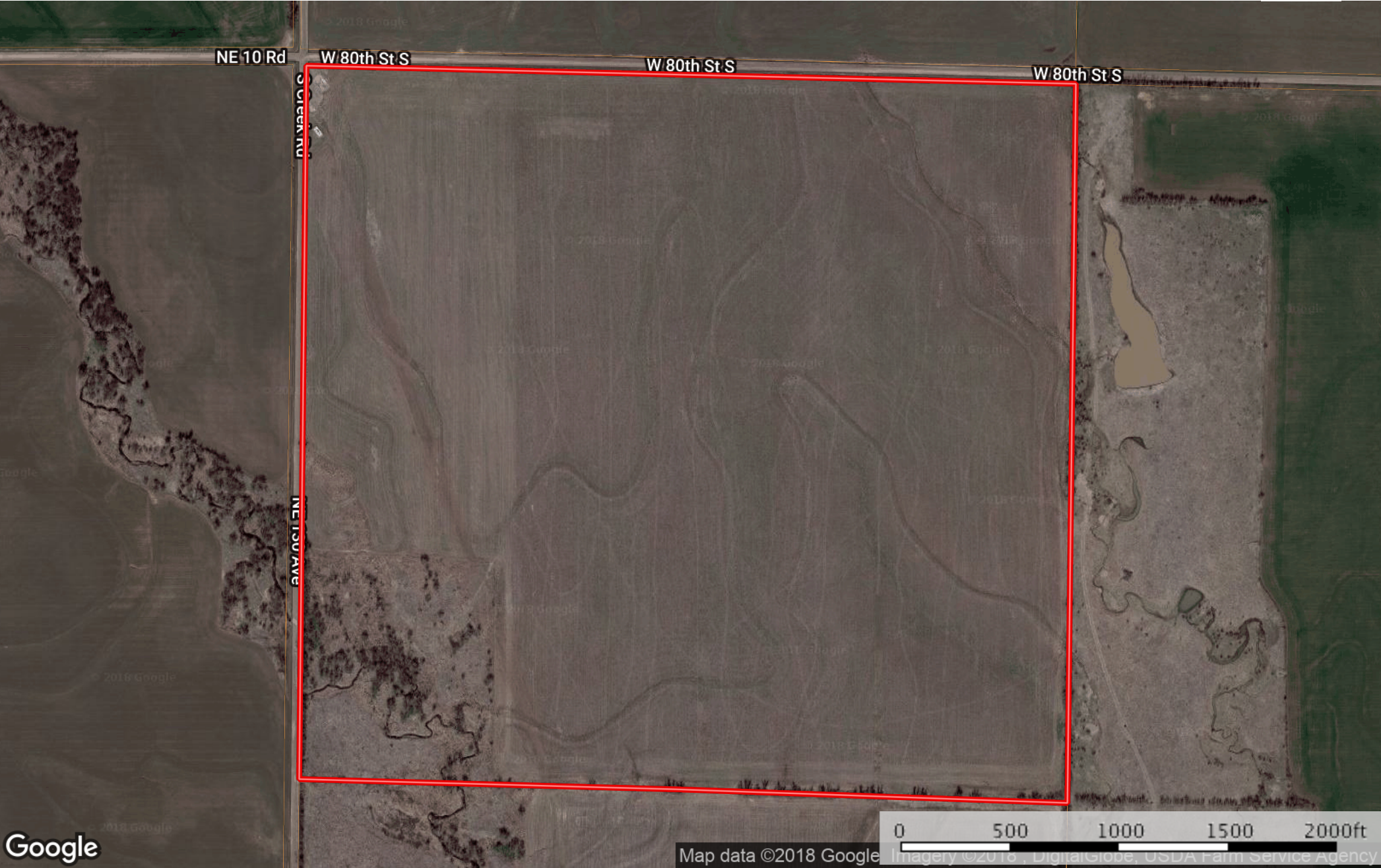
**Brian Waldschmidt of Gene Francis & Associates
is agent of the Seller.**



**GENE
FRANCIS
& ASSOCIATES**
REAL ESTATE BROKERS & AUCTIONEERS

Brian Waldschmidt • Broker & Auctioneer
119 W. Main • Anthony, KS • 67003
t: 620-842-3796 c: 620-842-2981
brian@genefrancis.com • genefrancis.com

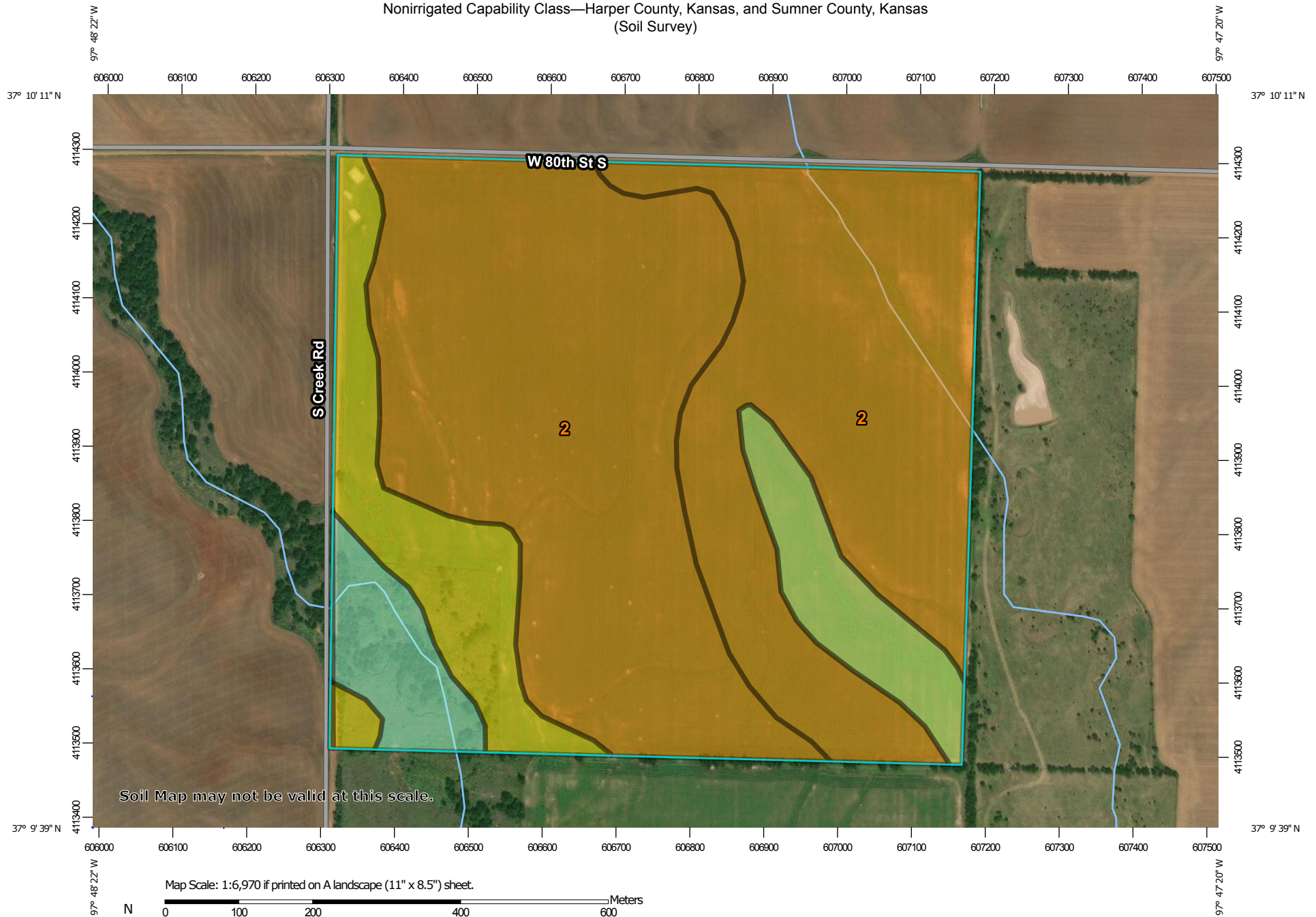
Aerial
Sumner County, Kansas, AC +/-



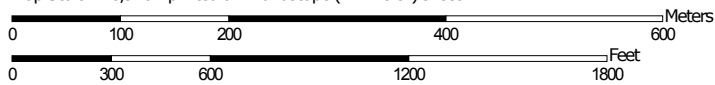
 Boundary



Nonirrigated Capability Class—Harper County, Kansas, and Sumner County, Kansas
(Soil Survey)



Map Scale: 1:6,970 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 14N WGS84



**Natural Resources
Conservation Service**

Web Soil Survey
National Cooperative Soil Survey

7/3/2018
Page 1 of 6

Nonirrigated Capability Class—Harper County, Kansas, and Sumner County, Kansas
(Soil Survey)

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

Soil Rating Polygons

-  Capability Class - I
-  Capability Class - II
-  Capability Class - III
-  Capability Class - IV
-  Capability Class - V
-  Capability Class - VI
-  Capability Class - VII
-  Capability Class - VIII
-  Not rated or not available

Soil Rating Lines

-  Capability Class - I
-  Capability Class - II
-  Capability Class - III
-  Capability Class - IV
-  Capability Class - V
-  Capability Class - VI
-  Capability Class - VII
-  Capability Class - VIII
-  Not rated or not available

Soil Rating Points

-  Capability Class - I
-  Capability Class - II

-  Capability Class - III
-  Capability Class - IV
-  Capability Class - V
-  Capability Class - VI
-  Capability Class - VII
-  Capability Class - VIII
-  Not rated or not available

Water Features

 Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Harper County, Kansas
Survey Area Data: Version 14, Oct 4, 2017

Soil Survey Area: Sumner County, Kansas
Survey Area Data: Version 14, Oct 4, 2017

Your area of interest (AOI) includes more than one soil survey area. These survey areas may have been mapped at different scales, with a different land use in mind, at different times, or at different levels of detail. This may result in map unit symbols, soil properties, and interpretations that do not completely agree across soil survey area boundaries.

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Feb 28, 2016—Aug 31, 2017

MAP LEGEND

MAP INFORMATION

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.



Nonirrigated Capability Class

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
6051	Elandco silt loam, frequently flooded	5	0.1	0.1%
6360	Kirkland-Renfrow clay loams, 1 to 3 percent slopes	3	0.1	0.1%
Subtotals for Soil Survey Area			0.2	0.1%
Totals for Area of Interest			171.3	100.0%

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
6051	Elandco silt loam, frequently flooded	5	8.8	5.2%
6320	Bethany silt loam, 0 to 1 percent slopes	2	74.1	43.3%
6321	Bethany silt loam, 1 to 3 percent slopes	2	58.1	33.9%
6358	Kirkland silty clay loam, 1 to 3 percent slopes, eroded	4	11.0	6.4%
6360	Kirkland-Renfrow clay loams, 1 to 3 percent slopes	3	19.0	11.1%
Subtotals for Soil Survey Area			171.1	99.9%
Totals for Area of Interest			171.3	100.0%

Description

Land capability classification shows, in a general way, the suitability of soils for most kinds of field crops. Crops that require special management are excluded. The soils are grouped according to their limitations for field crops, the risk of damage if they are used for crops, and the way they respond to management. The criteria used in grouping the soils do not include major and generally expensive landforming that would change slope, depth, or other characteristics of the soils, nor do they include possible but unlikely major reclamation projects. Capability classification is not a substitute for interpretations that show suitability and limitations of groups of soils for rangeland, for woodland, or for engineering purposes.

In the capability system, soils are generally grouped at three levels—capability class, subclass, and unit. Only class and subclass are included in this data set.

Capability classes, the broadest groups, are designated by the numbers 1 through 8. The numbers indicate progressively greater limitations and narrower choices for practical use. The classes are defined as follows:

Class 1 soils have few limitations that restrict their use.

Class 2 soils have moderate limitations that reduce the choice of plants or that require moderate conservation practices.

Class 3 soils have severe limitations that reduce the choice of plants or that require special conservation practices, or both.

Class 4 soils have very severe limitations that reduce the choice of plants or that require very careful management, or both.

Class 5 soils are subject to little or no erosion but have other limitations, impractical to remove, that restrict their use mainly to pasture, rangeland, forestland, or wildlife habitat.

Class 6 soils have severe limitations that make them generally unsuitable for cultivation and that restrict their use mainly to pasture, rangeland, forestland, or wildlife habitat.

Class 7 soils have very severe limitations that make them unsuitable for cultivation and that restrict their use mainly to grazing, forestland, or wildlife habitat.

Class 8 soils and miscellaneous areas have limitations that preclude commercial plant production and that restrict their use to recreational purposes, wildlife habitat, watershed, or esthetic purposes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Tax Detail Information

SUMNER COUNTY KANSAS

Generated: 7/3/2018 9:39:30 AM

Inquiry for FRISCHE;FAM TR - CREEK RD

Tax Year 2017

Tax ID		TaxType	Parcel ID (PIN)			Parcel Class		
MT0090		Real Estate	096-194-19-0-00-00-002.00-0			Agricultural Real Estate		
Description					Subdivision			
S19, T33, R04W, ACRES 168.8, NW4 LESS								
Tax Unit	USD	City / Town		S-T-R	Block	Lot	Book Page	Trans. Date
167	359	MORRIS		19-33-04W			0930R - 0637	021014
Assessed Valuation		Mill Levy	Ad Valorem	Special Tax	Total Tax		Total Paid	Deliq.
\$10,665.00		168.837	\$1,800.66	\$0.00	\$1,800.66		\$1,800.66	No

Historic Tax Information

Tax Year 2016

Tax ID		TaxType	Parcel ID (PIN)		Parcel Class			
MT0090		Real Estate	096-194-19-0-00-00-002.00-0		Agricultural Real Estate			
Description					Subdivision			
S19, T33, R04W, ACRES 168.8, NW4 LESS								
Tax Unit	USD	City / Town		S-T-R	Block	Lot	Book Page	Trans. Date
167	359	MORRIS		19-33-04W			0930R - 0637	021014
Assessed Valuation		Mill Levy	Ad Valorem	Special Tax	Total Tax	Total Paid	Deliq.	
\$9,837.00		171.555	\$1,687.60	\$0.00	\$1,687.60	\$1,687.60	No	

Tax Detail Information

LGIS_{v5}



THOMSON REUTERS

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SUMNER COUNTY KANSAS

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Tax Year 2015

Tax ID		TaxType	Parcel ID (PIN)		Parcel Class			
MT0090		Real Estate	096-194-19-0-00-00-002.00-0		Agricultural Real Estate			
Description					Subdivision			
S19, T33, R04W, ACRES 168.9, NW4 LESS								
Tax Unit	USD	City / Town		S-T-R	Block	Lot	Book Page	Trans. Date
167	359	MORRIS		19-33-04W			0930R - 0637	021014
Assessed Valuation		Mill Levy	Ad Valorem	Special Tax	Total Tax		Total Paid	Deliq.
\$8,844.00		163.516	\$1,446.14	\$0.00	\$1,446.14		\$1,446.14	No

Tax Year 2014

Tax ID		TaxType	Parcel ID (PIN)		Parcel Class			
MT0090		Real Estate	096-194-19-0-00-00-002.00-0		Agricultural Real Estate			
Description					Subdivision			
S19, T33, R04W, ACRES 168.9, NW4 LESS								
Tax Unit	USD	City / Town		S-T-R	Block	Lot	Book Page	Trans. Date
167	359	MORRIS		19-33-04W			0930R - 0637	021014
Assessed Valuation		Mill Levy	Ad Valorem	Special Tax	Total Tax		Total Paid	Deliq.
\$7,794.00		156.128	\$1,216.86	\$0.00	\$1,216.86		\$1,216.86	No

Tax Detail Information

LGIS_{v5}



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3 of 3

SUMNER COUNTY KANSAS

Generated: 7/3/2018 9:39:30 AM

Tax Year 2013

Tax ID		TaxType	Parcel ID (PIN)		Parcel Class			
MT0090		Real Estate	096-194-19-0-00-00-002.00-0		Agricultural Real Estate			
Description					Subdivision			
S19, T33, R04W, ACRES 168.9, NW4 LESS								
Tax Unit	USD	City / Town		S-T-R	Block	Lot	Book Page	Trans. Date
167	359	MORRIS		19-33-04W			0722 - 0506	062101
Assessed Valuation		Mill Levy	Ad Valorem	Special Tax	Total Tax	Total Paid	Deliq.	
\$7,149.00		152.218	\$1,088.22	\$0.00	\$1,088.22	\$1,088.22	No	

	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Commitment	

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company



Dennis J. Gilmore, President



Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

Issuing Agent:



Security 1st Title

Title Officer: **Jill Dickinson**

Address: **116 E. Harvey, P.O. Box 548
Wellington, KS 67152**

Phone: **620-326-7460**

Email: **jmdickinson@security1st.com**

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: **Security 1st Title**
Issuing Office: **116 E. Harvey, P.O. Box 548**
Wellington, KS 67152

ALTA Universal ID: **1100301**
Commitment Number: **2262537**
Property Address: **00000 S. Creek Rd.**
Argonia, KS 67004

Buyer: **TBD**
Title Officer: **Jill Dickinson**
Phone: **620-326-7460**
Email: **jmdickinson@security1st.com**
Escrow Officer: **Mary Ann Lucas**
Phone: **620-326-7460**
Email: **malucas@security1st.com**

SCHEDULE A

1. Commitment Date: **June 5, 2018, at 7:00 a.m**

2. Policy to be Issued: Owner's

(a) ☒ ALTA® Owner's Policy

Proposed Insured:

Proposed Policy Amount: **\$1,000.00**

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 Commitment Date vested in:

An undivided 1/3 interest: The Gillespie Trust u/t/a dated December 6, 1993

An undivided 1/3 interest: The Frische Family Trust dated November 8, 1993

An undivided 1/3 interest: The Eric E. Frische Revocable Trust U/D/T April 25, 1997

5. The Land is described as follows:

The Northwest Quarter of Section 19, Township 33 South, Range 4 West of the 6th P.M., Sumner County, Kansas.

FIRST AMERICAN TITLE INSURANCE COMPANY

By:


Authorized Signatory

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule BI

Commitment No.: **2262537**

Title Officer: **Jill Dickinson** Phone: **620-326-7460** Email: **jmdickinson@security1st.com**

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

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.
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. **The Quit Claim Deed dated January 3, 1994, and recorded January 14, 1994 as [Book 436, Page 206](#) stated that Gretchen Gillespie was married. We require proper conveyance from the spouse of said individual.**
6. **File a Warranty Deed from the spouse of Gretchen Gillespie, stating marital status and joined by spouse, if any, to a bona fide purchaser.**
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 The Gillespie Trust u/t/a dated December 6, 1993.**

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. **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 The Frische Family Trust dated November 8, 1993.**

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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Schedule BI

9. 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 The Eric E. Frische Revocable Trust U/D/T April 25, 1997.

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.

10. File a Trustee's Deed from The Gillespie Trust u/t/a dated December 6, 1993 to a bona fide 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; state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked, and finally, recite the full consideration being received.

11. File a Trustee's Deed from The Frische Family Trust dated November 8, 1993 to a bona fide 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; state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked, and finally, recite the full consideration being received.

12. File a Trustee's Deed from The Eric E. Frische Revocable Trust U/D/T April 25, 1997 to a bona fide 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; state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked, and finally, recite the full consideration being received.

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

14. Recording Fees and Information for Kansas Counties:

For Documents recorded on or after January 1, 2018, but prior to January 1, 2019:

Deed: \$21.00 (first page) + \$17.00 (each additional page)

Mortgage: \$21.00 (first page) + \$17.00 (each additional page)

Mortgage Release or Assignment: \$20.00 (first page) + \$4.00 (each additional page)

*** Mortgage Registration Tax:** Calculated at \$0.05 per each \$100.00 of the loan amount.

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Schedule BI

(This fee shall not exceed \$125.00 for recording on single-family mortgages on principal residences where the principal debt or obligation is \$75,000.00 or less.)

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: 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.

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First American Title Insurance Company

Schedule BII

Commitment No.: **2262537**

Title Officer: **Jill Dickinson** Phone: **620-326-7460** Email: **jmdickinson@security1st.com**

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

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. The lien of the General Taxes for the year **2018**, and thereafter.
8. **General taxes and special assessments for the year 2017 in the amount of \$1,800.66, Paid.**
Property ID # MT0090
9. **An easement for Right of Way, recorded as [Book P-134, Page 248](#).**
In favor of: Koch Industries, Inc.
Affects: Subject property
10. **An easement for Right of Way, recorded as [Book 158, Page 663](#).**
In favor of: Koch Industries, Inc.

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Schedule BII

Affects: Subject property

11. An easement for Pipeline, recorded as [Book 345, Page 593](#).
In favor of: Sterling Hydrocarbon, Inc.
Affects: Subject property
12. An easement for Right of Way, recorded as [Book 722, Page 506](#).
In favor of: Oneok NGL Pipeline, L.P.
Affects: Subject property
13. An easement for Surface Easement Agreement, recorded as [Book 928, Page 611](#).
In favor of: Oneok NGL Pipeline, LLC
Affects: Subject property
14. An easement for Right of Way, recorded as [Book 930, Page 637](#).
In favor of: Oneok NGL Pipeline, LLC
Affects: Subject property
15. The terms and provisions contained in the document entitled "Lease" filed as [Book P-201, Page 96](#).
16. The terms and provisions contained in the document entitled "Permit No. SSU-0212" filed as Book 948, Page 681.
17. Rights of parties in possession under unrecorded leases.
18. The terms and provisions contained in Affidavit Memorandum of Agreement between Targa Pipeline Mid-Continent Westok LLC and Sandridge Exploration and Production, LLC, filed April 1, 2016 in [Book 975, Page 186](#). NOTE: This is a blanket document that is indexed in all Section, Township and Ranges in Sumner County and may or may not pertain to the subject property set forth in Schedule A herein.
19. Terms and provisions of the oil and gas lease executed between Carl A. Frische and Harriet R. Frische, his wife, lessor, and John M. Bailey and Joseph A. Kornfeld, lessee, filed November 5, 1959, recorded in/on [Book P-42, Page 64](#), 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.
20. Terms and provisions of the oil and gas lease executed between Carl A. Frische and Harriet R. Frische, his wife, lessor, and Robert A. Clark, lessee, filed December 2, 1974, recorded in/on [Book P-164, Page 209](#), together with all subsequent assignments and conveyances.

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Schedule BII

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.

21. Terms and provisions of the oil and gas lease executed between Carl A. Frische and Harriet R. Frische, his wife, lessor, and G. R. Dillard, lessee, filed April 25, 1979, recorded in/on [Book P-223, Page 277](#), 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.

22. Terms and provisions of the oil and gas lease executed between Richard H. Frische and Emily J. Frische, Trustees of the Frische Family Trust dated November 8, 1993; Eric E. Frische, Trustee of the Eric E. Frische Revocable Trust U/D/T April 25, 1997; and Gretchen F. Gillespie, Trustee of the Gillespie Trust U/T/A dated December 6, 1993, lessor, and Kenneth W. Cory, LTD, lessee, filed April 7, 2006, recorded in/on [Book 710, Page 648](#), 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.

23. Terms and provisions of the oil and gas lease executed between Eric E. Frische, Trustee of the Eric E. Frische Revocable Trust U/D/T April 25, 1997, lessor, and Shell Gulf of Mexico Inc., lessee, filed May 18, 2012, recorded in/on [Book 880, Page 139](#), 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.

24. Terms and provisions of the oil and gas lease executed between Richard H. Frische and Emily Jane Frische, husband and wife, lessor, and Shell Gulf of Mexico Inc., lessee, filed May 18, 2012, recorded in/on [Book 880, Page 145](#), 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.

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25. Terms and provisions of the oil and gas lease executed between Gretchen Gillespie, a married woman dealing in her sole and separate property, lessor, and Shell Gulf of Mexico Inc., lessee, filed May 18, 2012, recorded in/on [Book 880, Page 151](#), 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.

26. 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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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I-Requirements;
 - (f) Schedule B, Part II-Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

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- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

Arbitration provision intentionally removed.

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PRIVACY POLICY

WHAT DOES SECURITY 1ST TITLE DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Security 1ST Title, LLC, pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Security 1st Title, need to share customers' personal information to run their everyday business-to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes- to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes- to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. (We do not control their subsequent use of information, and suggest you refer to their privacy notices.)

Sharing practices	
How often does Security 1st Title notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How does Security 1st Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How does Security 1st Title collect my personal information?	We collect your personal information, for example, when you • request insurance-related services • provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.
Contact Us	If you have any questions about this privacy notice, please contact us at: Security 1 st Title, 727 N. Waco, Suite 300, Wichita, KS 67203.