

Agents

NATIONAL TITLE

Transaction Identification Data for reference only:

Issuing Agent:
Commitment No.: KS-20835291-CJ-1-A
Issuing Office File No.: 202202021
Property Address: 00000 S. Hwy 75, Scranton, KS 66537

SCHEDULE A

1. Commitment Date: February 8, 2022 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (06/17/06)
Proposed Insured: A buyer to be determined
Proposed Policy Amount: \$0.00
3. The estate or interest in the land described or referred to in this Commitment and covered herein is
Fee Simple
4. Title to the Fee Simple estate or interest in the land is at the effective date hereof vested in:

Trustee of the Amended & Restated Gerald D. Marten Revocable Trust dated April 24, 2014, as to an undivided 1/2 interest and

Trustee of the Gerald D. Marten Revocable Trust dated August 28, 1997, as to an undivided 1/2 interest
5. The land referred to in this Commitment is described as follows:

The South 1/2 of the Northwest 1/4 of Section 31, in Township 15 South, Range 16 East of the 6th P.M., in Osage County, Kansas, containing 80.26 acres, more or less, except highway and public utility right-of-way easements, if any there be.

AdVanced Title, LLC

Authorized Signature or Signatory

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.

Reprinted under license from the American Land Title Association

ALTA Commitment Form - Schedule A
CF001 KS (10-2017)



202202021



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. We require proof of payment of taxes for the last half of the year 2021. (Please send us a copy of the paid tax receipt).
6. We require a Trustee's Deed be properly executed, delivered and recorded in the Office of the Register of Deeds of Osage County, Kansas (with Kansas Sales Validation Questionnaire attached) executed by the Trustee(s) of the Amended and Restated Gerald D. Marten Revocable Trust dated April 24, 2014 to A buyer to be determined conveying subject land.
7. We require a Trustee's Deed be properly executed, delivered and recorded in the Office of the Register of Deeds of Osage County, Kansas (with Kansas Sales Validation Questionnaire attached) executed by the Trustee(s) of the Gerald D. Marten Revocable Trust dated August 28, 1997 to A buyer to be determined conveying subject land.
8. If AdVanced Title, LLC is closing this transaction, we will only accept Cashier's Checks, Certified Checks or Wired Funds. Wiring Instructions will be provided upon request. Wired Funds must be in our Escrow Account prior to disbursement of funds.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.

Reprinted under license from the American Land Title Association

ALTA Commitment Form - Schedule B - Part I
CF001 KS (10-2017)



202202021

Agents

NATIONAL TITLE

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, attached, or 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. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the Public Records.
5. 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.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. Lien of taxes for the last half of the year 2021 and all subsequent years. Taxes for the first half of the year 2021 and prior years are paid in full. Amount of 2021 taxes: \$379.24. Amount of 2021 taxes due on or before May 10, 2022: \$189.62. Tax ID No. 07437.
8. Subject to the Survey recorded December 9, 1890 in the Office of the Register of Deeds of Osage County, Kansas, in Survey Book 1, page 204, shown at Exhibit "A".
9. Subject to Right of Way in favor of Postal Teleg. Co. recorded November 6, 1929 in the Office of the Register of Deeds of Osage County, Kansas in Book 21 Misc., page 498, shown at Exhibit "B".
10. Subject to Right-of-Way Easement in favor of Rural Water District No. 5, Osage County, Kansas, recorded June 20, 1967 in the Office of the Register of Deeds of Osage County, Kansas in Book M 6, page 242, shown at Exhibit "C".

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.

Reprinted under license from the American Land Title Association

ALTA Commitment Form - Schedule B - Part II
CF001 KS (10-2017)



202202021

SCHEDULE B - PART II

(Continued)

11. Subject to Easement in favor of United Telephone Company recorded December 8, 1976 in the Office of the Register of Deeds of Osage County, Kansas in Book M 24, page 292, shown at Exhibit "D".
12. Subject to easements and rights of way for highways, streets and roads.
13. Subject to Osage County Comprehensive Plan Update - 1983 Zoning Regulations, Subdivision Regulations, recorded March 2, 1984 in the Office of the Register of Deeds of Osage County, Kansas in Book M 41 at page 926 and all amendments thereto.
14. The acreage content in the legal description herein insured is specifically excepted from the coverage of this policy.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.

Reprinted under license from the American Land Title Association

ALTA Commitment Form - Schedule B - Part II
CF001 KS (10-2017)



202202021

Survey Book 1
Pg 204

By Virtue of an order from G. H. Markley and D. H. Philson owners of
Land in Sec 31 S15 R 16 to survey said Sec and to reestablish any corner
that might be down. The half section line center cor of the Sec and the NW
and SE corners of the NE 1/4 of the NE 1/4 of said Sec after having given
Notice to parties interested in performance of same. I made a
survey of said Sec on Dec 9th 1890 and filed this as my report
thereof. Acting to my assistance H. C. Bates and C. F. Edmonson as
chainmen and H. G. Danhauer and D. H. Philson as flagmen. I
commenced at the NW cor of Sec 31 S15 R 16 E. I then a true line
S 76 10' E at 39.70 ch to cor stone on N line of the Sac & Fox
reservation at 40.14 to 1/4 Sec cor on the SW line of Sec 31 at
80.28 to a point 5 lbs E of supposed SW cor of said Sec then
were the marks upon this stone to indicate that it was a
legal cor from this point I run a random line E 76 10' E dist
to stake at 40 chs at 80.15 to a point 20 lbs N of the SE cor of Sec 31
connecting I set a yellow limestone 14x12x4 marked 111111 upon each side
for the SW cor of Sec 31. 80.28 chs S of the NW cor of Sec 31
from the NW cor of Sec 31 I run a random line E 76 30' E dist
stake at 40 and 60 chs at 79.97 ch to a point 20 lbs S of the NE cor of
Sec 31 connecting I set a limestone 16x5x2 for 1/4 Sec cor on the N
of Sec 31 from this cor I run a random line S 76 10' E dist a stake at
40 chs at 80.14 chs to a point 5 lbs E of 1/4 Sec cor on the S
from the cor on the 1/4 Sec line east on the N line of the Sac & Fox
Reservation I run a random line E 76 10' E dist a stake on the intersection
of the half Sec line and at 20 chs East of this line at 40.07 ch
East of the 1/4 Sec line to a point 19 lbs E of the stone on the N line
of the Sac & Fox Reservation connecting I set a limestone 14x12x5
marked x for the SE cor of the NW 1/4 of the NE 1/4 of Sec 31. 20.19 chs
W of the SE cor of the NE 1/4 of Sec 31 set a limestone marked 4
40.19 chs W of the Sec line on the E and at

the intersection of the 1/4 Sec lines for the center cor of Sec 31
set a limestone 8x5x4 marked x 19.99 chs W of the NE cor of the
for the NE cor of the NW 1/4 of the NE 1/4 of Sec 31

S 15 R 16

C. F. Edmonson



o Corners Established

Filed for Record Dec 9th 1890 at C. P. M.

Jerry K. Kuyper
Register

21 Nov 30 498

W.T.Briggs :
To : Right of Way
Postal Telegraph Co

Filed for Record Nov. 6th, A.D. 1929
at 9 A.M.
Sadie Williams, Register of Deeds.

\$5.00

Received of the Postal Telegraph Co. five & no/100 --/100 Dollars in consideration of which I hereby grant unto said Company, its successors and assigns, the right, privilege and authority to construct, operate and maintain its lines of Telegraph and Telephone including the necessary poles, wires, cables and fixtures upon, over and across the property which I own, or in which I have any interest, in the S2 NW $\frac{1}{4}$ of 31-15-16,

County of Osage and State of Kansas, and upon and along the roads, streets, or highways adjoining the said property, with the right to permit the attachment of the wires and cables of any other company, and the right to trim any trees along said lines so as to keep the wires and cables cleared at least eighteen inches, to erect and set the necessary guy and brace poles and anchors and to attach thereto the necessary guy wires; said sum being received in full payment therefor.

To right of Way for one pole No. 1625 not to exceed over 20 inches on property.

Witness my hand and seal this 23 day of Sept A.D. 1929, at Scranton, Kans.

W.T.Briggs

State of Kansas, County of Osage, ss.

BE IT REMEMBERED, That on this 23 day of Sept. AD 1929 before me the undersigned, a Notary Public in and for the County and State aforesaid, came W.T.Briggs who is personally known to be the same person who executed the foregoing instrument of writing and duly acknowledge the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

Arthur V. Johnson
Notary Public.

(NOTARIAL SEAL)

Com. Ex. Aug. 6, 1931

Exhibit "B" consisting of 1 page

16-242

Exhibit "C", consisting of 1 page

168

Form FHA-KS 442-5
(Rev. 2-17-65)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

No. 256.

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that George O. Dickertroop, a single man
hereinafter called Grantor, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Rural Water Dist.
NO. 5, Osage County, Kansas, hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged,
does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to
erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove

ONE WATER LINE

over and across the following land owned by Grantor to OSAGE County, State of Kansas

The South 1/2 Northwest 1/4 of Section 31, in Township 15 South
of Range 16 East of the Sixth Principal Meridian.

Together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above-mentioned rights are granted.
The easement hereby granted shall not exceed 20' in width, the center line thereof to be located across said land as follows:
10' East of the public road right of way along the West side of said
tract.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the
structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable
damages will result from its use of Grantors' premises. This Agreement, together with other provisions of this grant shall constitute a
covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners
of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

None.

IN WITNESS WHEREOF the said Grantors have executed this instrument this 2nd day of June
19 67

STATE OF KANSAS } SS
County of Osage }

This instrument Filed for Record George O. Dickertroop
the 22 day of June A.D. 1967
at 1:10 o'clock P.M. and duly
recorded by Vol. 114, Page 242

STATE OF KANSAS

COUNTY OF Osage

BE IT REMEMBERED, that on this 2nd day of June 19 67, before me, the undersigned, a Notary Public,
in and for the county and state aforesaid, came George O. Dickertroop, a single man

who is personally known to me to be the person whose name is subscribed to the within instrument of writing and
such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office, and the day and year last above written.

My commission expires: 3/22/72

3/22/72

Claude F. Radcliff
Notary Public
Claude F. Radcliff

Exhibit "D" consisting of 1 page

Received of the UNITED TELEPHONE COMPANY OF Kansas Inc.
One Hundred Twenty & No/100 - - - - Dollars (\$ 120.00), in consideration of
 which the undersigned hereby grant and convey unto said Company, its associated and allied
 companies, its and their respective successors, assigns, lessees and agents, a right-of-way
 and easement to construct, operate, maintain, replace and remove such underground communi-
 cation systems as the Grantees may from time to time require, consisting of cables and
 wires, surface testing terminals, markers and other necessary apurtances, upon, over and
 under a strip of land 1 rod wide across the land which the undersigned own or in which the
 undersigned have any interest, to Wit: Along the West side of the West Half of the
Southwest Quarter & the South Half of the Northwest Quarter of
Section 31,
Township 15 South
Range 16 East.

, all in
 County of Osage, State of Kansas, together with the following rights:
 Of ingress and egress over and across the lands of the undersigned to and from said strip
 for the purpose of exercising the rights herein granted. TO HAVE AND TO HOLD, the said
 easement, together with all and singular, the rights thereunto appertaining to Grantee,
 its successors and assigns, forever. The easement herein conveyed is granted under the
 express condition that, if at any time, the Grantee, its successors or assigns, shall
 abandon the use of said easement, this easement shall automatically cease and terminate,
 and Grantee shall forthwith release the same of record. Following construction of the
 system, Grantee shall replace and restore to the same condition all structures on or under
 the land of the Grantors which shall be in any way damaged or removed during the construc-
 tion of the system. The undersigned for themselves & their heirs, executors,
 administrators, successors and assigns, hereby covenant that no building shall be erected
 or permitted on said strip. The Grantors are to be paid for all damages caused by the
 Grantee, their agents, contractors or employees during the construction or operation or
 maintenance of said line. The parties agree that any damages caused by the Grantee, their
 agents, contractor or employees during the construction or maintenance of said line shall
 be paid to the Grantors following final construction. Signed and sealed this 27th
 day of October, 19 76, at Scranton, Kansas 66537 RR#1

Witness: Gerald D Marten Gerald D Marten (Seal)
Lois E Marten Lois E Marten (Seal)
 (Seal)

STATE OF Kansas) STATE OF _____)
) ss)
 COUNTY OF Osage) COUNTY OF _____)

Before me, the undersigned authority
 on this day personally appeared
Gerald D Marten & Lois E Marten
his wife
 to me known to be the persons.....
 described in, and who executed the fore-
 going instrument, and acknowledged that
 they.....
 executed the same astheir.....
 free act and deed.

In testimony whereof, I have hereunto
 set my hand and affixed my official seal
 this 27th day of October, 1976.



Notary Public

RAY ZIMMERS, NOTARY PUBLIC
 IN & FOR THE STATE OF KANSAS
 MY COMMISSION EXPIRES JAN. 1 1980

\$5.00 138 W 6th Junction City, Ks.

Before me, the undersigned authority
 on this day personally appeared

 to me known to be the person
 described in, and who executed the fore-
 going instrument, and acknowledged that

 executed the same as
 free act and deed.

In testimony whereof, I have hereunto
 set my hand and affixed my official seal
 this.....day of.....19.....

Notary Public

8:00 Dec. 76
 P
 M 24 292
Helen Leuszler
 Helen Leuszler.