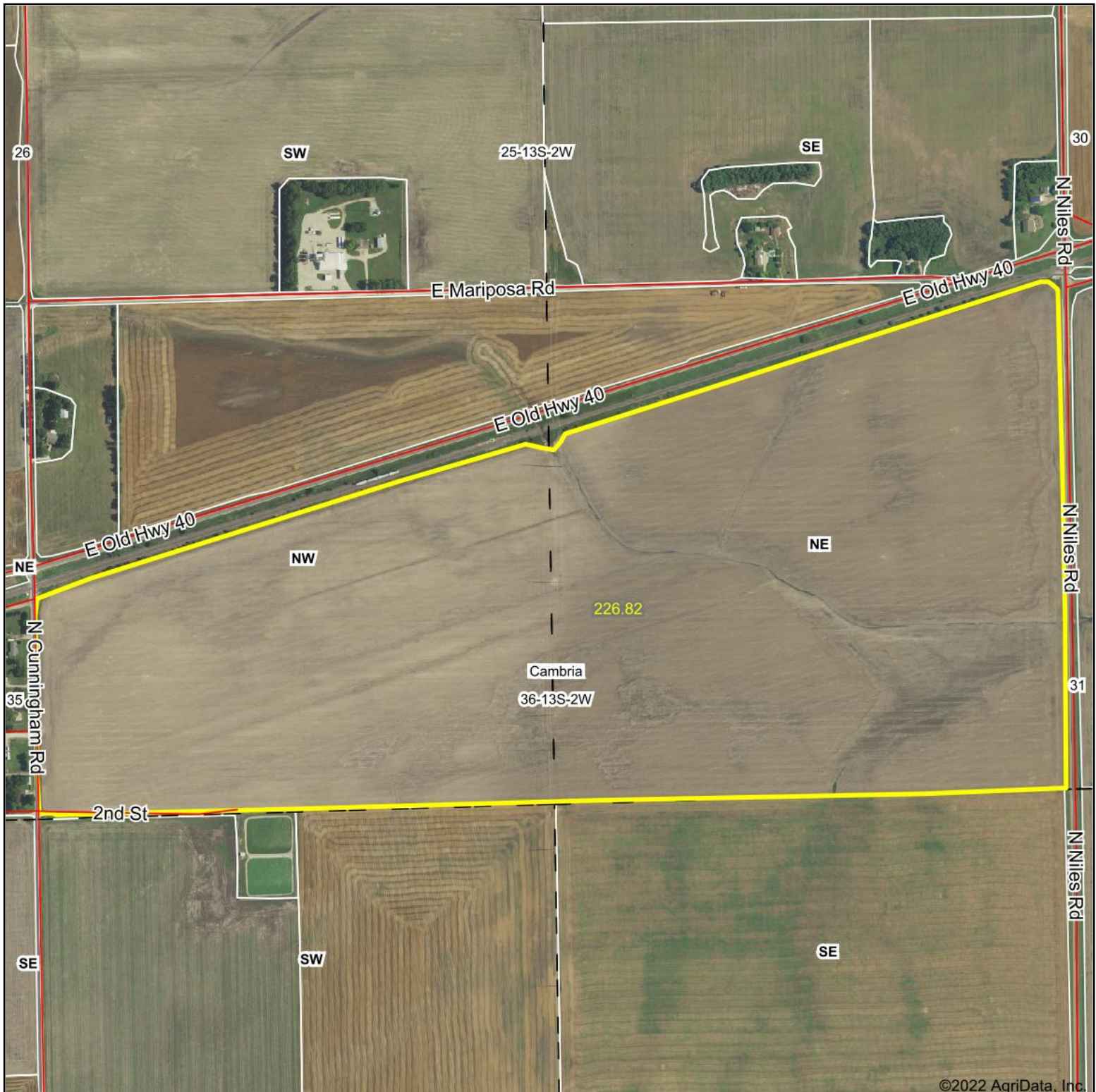


# Aerial Map



**COLDWELL BANKER**  
**APW REALTORS®**

Map Center: 38° 52' 53.71, -97° 29' 32.55

0ft 798ft 1596ft

**36-13S-2W**  
**Saline County**  
**Kansas**



Maps Provided By:



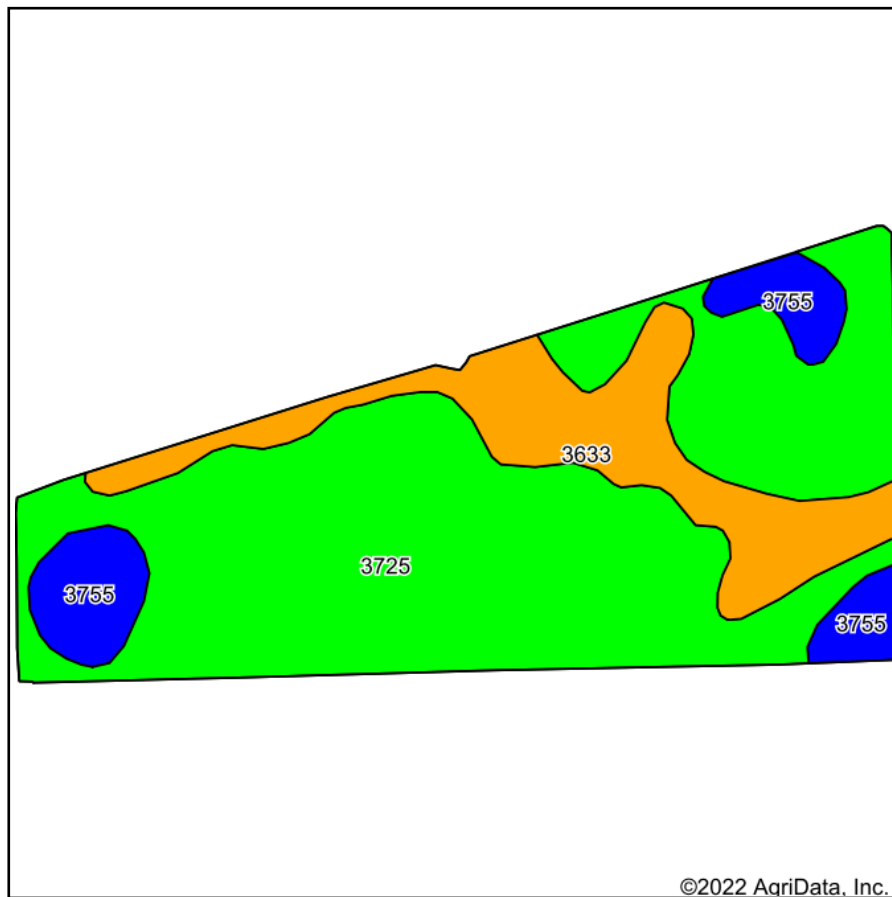
**surety®**  
CUSTOMIZED ONLINE MAPPING

© AgriData, Inc. 2021

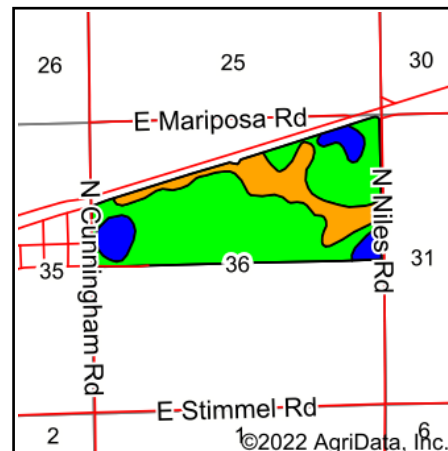
www.AgriDataInc.com

Field borders provided by Farm Service Agency as of 5/21/2008.

# Soils Map



Soils data provided by USDA and NRCS.



State: **Kansas**  
 County: **Saline**  
 Location: **36-13S-2W**  
 Township: **Cambria**  
 Acres: **226.82**  
 Date: **2/17/2022**



**COLDWELL BANKER**  
**APW REALTORS®**

Maps Provided By:



Area Symbol: KS169, Soil Area Version: 18

| Code                    | Soil Description                         | Acres  | Percent of field | Non-Irr Class Legend | Non-Irr Class *c | Irr Class *c | *n NCCPI Soybeans |
|-------------------------|------------------------------------------|--------|------------------|----------------------|------------------|--------------|-------------------|
| 3725                    | Detroit silty clay loam, rarely flooded  | 160.93 | 71.0%            |                      | Iw               | Iw           | 65                |
| 3633                    | Sutphen silty clay, occasionally flooded | 43.14  | 19.0%            |                      | IIIw             | IIIw         | 48                |
| 3755                    | Hord silt loam, rarely flooded           | 22.75  | 10.0%            |                      | IIc              | I            | 78                |
| <b>Weighted Average</b> |                                          |        |                  |                      | <b>1.48</b>      | <b>1.38</b>  | <b>*n 63.1</b>    |

\*n: The aggregation method is "Weighted Average using all components"

\*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.

Kansas  
Saline

U.S. Department of Agriculture  
Farm Service Agency

FARM: 368  
Prepared: 7/16/21 8:39 AM  
Crop Year: 2021  
Page: 1 of 1

DISCLAIMER: This is data extracted from FSAfarm+. Because of potential delayed farm or tract updates, this data is not guaranteed to be an accurate and complete representation of data contained in the system of record for Farm Records.

Operator Name Farm Identifier  
NATHAN KEJR  
Farms Associated with  
20-143-143, 20-143-2500, 20-143-4662, 20-143-6222, 20-169-230, 20-169-368, 20-169-1285, 20-169-3116, 20-169-6386, 20-169-6706, 20-169-7034, 20-169-7650, 20-169-7651, 20-169-8219, 20-169-8298, 20-143-6901

CRP Contract Number(s): None

| Farmland           | Cropland           | DCP Cropland           | WBP            | WRP/EWP | CRP Cropland | GRP  | Farm Status | Number of Tracts |
|--------------------|--------------------|------------------------|----------------|---------|--------------|------|-------------|------------------|
| 226.52             | 226.52             | 226.52                 | 0.00           | 0.00    | 0.00         | 0.00 | Active      | 1                |
| State Conservation | Other Conservation | Effective DCP Cropland | Double Cropped | MPL/FWP | Sugarcane    |      |             |                  |
| 0.00               | 0.00               | 226.52                 | 0.00           | 0.00    | 0.00         |      |             |                  |

| ARC/PLC        |                 |             |                     |
|----------------|-----------------|-------------|---------------------|
| ARC-IC<br>NONE | ARC-CO<br>WHEAT | PLC<br>NONE | PLC-Default<br>NONE |

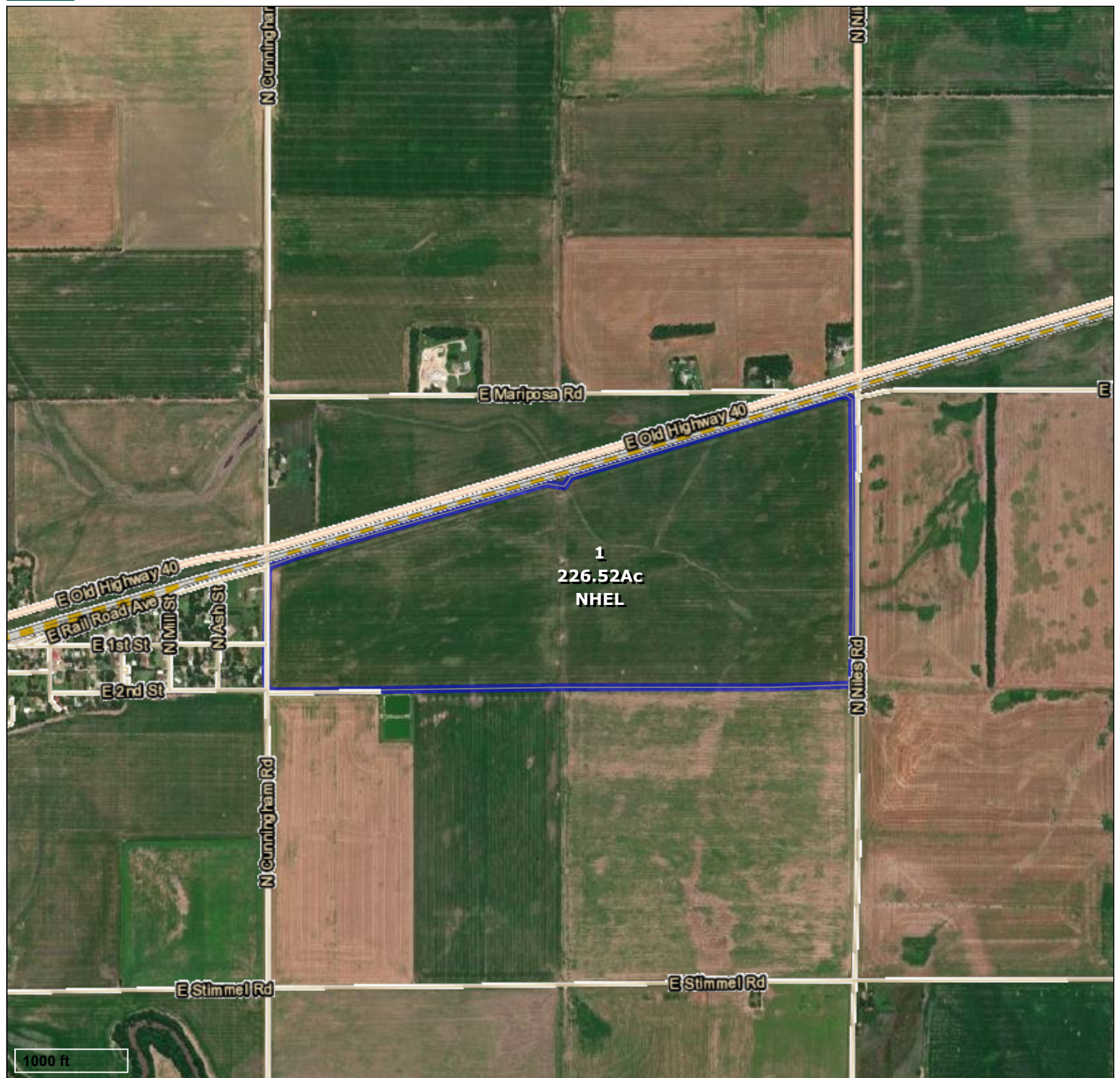
| Crop              | Base Acreage | CTAP Tran Yield | PLC Yield | CCC-505 CRP Reduction | HIP  |
|-------------------|--------------|-----------------|-----------|-----------------------|------|
| WHEAT             | 226.50       | 0               | 36        | 0.00                  | None |
| Total Base Acres: | 226.50       |                 |           |                       |      |

Tract Number: 597 Description: N S of RR 36-13-2 (Jt Owners)  
BIA Range Unit Number: None  
HEL Status: NHEL: No agricultural commodity planted on undetermined fields  
Wetland Status: Tract does not contain a wetland  
WL Violations: no

| Farmland           | Cropland           | DCP Cropland           | WBP            | WRP/EWP               | CRP Cropland | GRP  |
|--------------------|--------------------|------------------------|----------------|-----------------------|--------------|------|
| 226.52             | 226.52             | 226.52                 | 0.00           | 0.00                  | 0.00         | 0.00 |
| State Conservation | Other Conservation | Effective DCP Cropland | Double Cropped | MPL/FWP               |              |      |
| 0.00               | 0.00               | 226.52                 | 0.00           | 0.00                  |              |      |
| Crop               | Base Acreage       | CTAP Tran Yield        | PLC Yield      | CCC-505 CRP Reduction |              |      |
| WHEAT              | 226.50             | 0                      | 36             | 0.00                  |              |      |
| Total Base Acres:  | 226.50             |                        |                |                       |              |      |

Owners: GRETCHEN MORGENSTERN REV TRUST  
Other Producers: GRETCHEN-GRETCHEN MORGENSTERN REV TRUST

Field#: 1 Acres: 226.52 Congressional District: 01 3-CM: Cropland



**Common Land Unit**  
 Cropland  Non-cropland

**Farm 0000368**  
**Tract 597**

**Wetland Determination Identifiers**

-  Restricted Use
-  Limited Restrictions
-  Exempt from Conservation Compliance Provisions

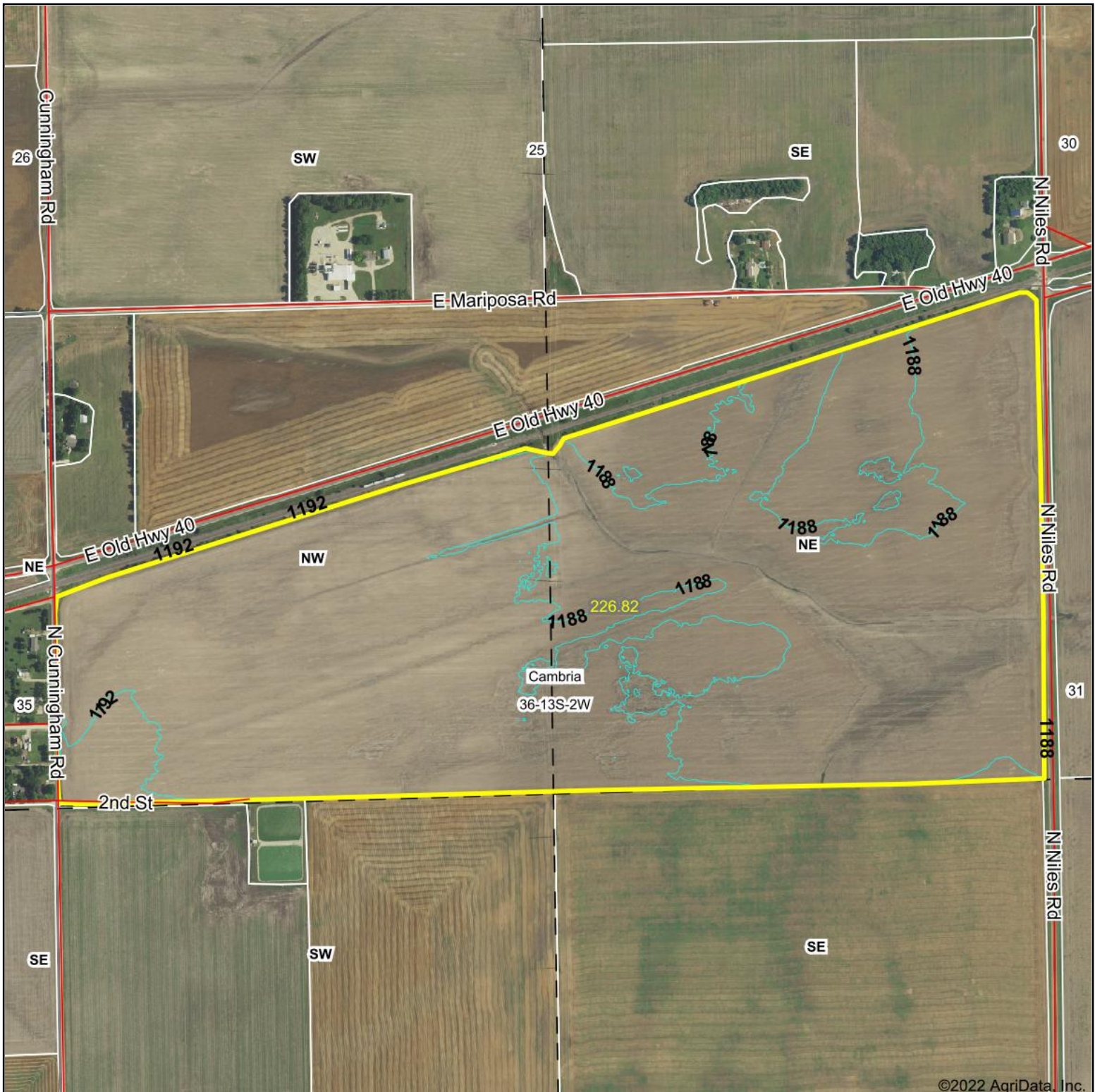
**2022 Crop Year**



Tract Page: 1 of 1

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or ESRI imagery service. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

# Topography Contours



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**COLDWELL BANKER**  
**APW REALTORS®**

Source: USGS 3 meter dem

Interval(ft): 4.0

Min: 1,184.1

Max: 1,194.7

Range: 10.6

Average: 1,188.1

Standard Deviation: 1.67 ft

0ft 831ft 1663ft



4/9/2022

**36-13S-2W**  
**Saline County**  
**Kansas**

Map Center: 38° 52' 40.67, -97° 29' 32.45

Maps Provided By:



© AgriData, Inc. 2021 www.AgriDataInc.com

Field borders provided by Farm Service Agency as of 5/21/2008.

## **TEMPORARY CASH FARM LEASE**

The Lease made this 9th day of May 2022, is between Advantage Trust Company as Trustee of The Gretchen Morgenstern Revocable Trust Under Agreement Dated September 1, 1971, hereinafter referred to as "Lessor," and \_\_\_\_\_, hereinafter referred to as "Lessee."

Accordingly, the parties agree as follows:

**1. Premises of Lease**

Lessor is the owner of the following real property, hereinafter referred to as the "Premises":

N/2 South of the Railroad ROW of Section 36, Township 13, Range 2, Saline County, KS

Lessor desires to lease the tillable acreage on the Premises to Lessee, and Lessee desires to lease the tillable acreage on the Premises from Lessor.

**2. Separate Auction Agricultural Land Real Estate Contract**

Lessee and Lessor have entered a separate Auction Agricultural Land Real Estate Contract dated May 9, 2022 ("Purchase Contract") whereby Lessor is the Seller and Lessee is the Buyer.

**3. Term**

The term of the Lease shall commence upon the signing and deposit of Earnest Money as provided in the Purchase Contract. The Lease shall terminate upon the earlier of (1) the successful Closing as provided in the Purchase Contract or (2) the day following the 2022 harvest of spring-planted crops or (3) December 31, 2022. Any extension must be in writing and signed by both Lessor and Lessee.

**4. Rental Rate**

Lessee shall pay Lessor as cash rent the following amounts:

Should the Lease terminate upon the successful Closing of as provided in the Purchase Contract, there will be no rent due to the Lessor.

Should the Lessee default on the Purchase Contract, the entire balance of the Earnest Money will be immediately forfeited as Rent. In addition, Lessee shall reimburse Lessor \$8,155.96 for the cost of burndown by Ag Assaria in April/May 2022.

**5. Expenses**

Lessee shall be responsible for the payment of all costs of seeds, pesticides, herbicides, fertilizer, chemicals, and any other expense incurred in furtherance of agricultural production on the Premises.

**6. Use**

The use of the Premises shall be limited to agricultural purposes only. Lessee shall use diligent and prudent farming practices to:

- (a) plant crops and cultivate the Premises using best farming practices;
- (b) keep any crops free from damage by weeds, grasses, and insects;

- (c) properly and expeditiously save, gather, and harvest any crops as they mature;
- (d) control soil erosion using any number of soil conservation methods to protect and improve the soil;
- (e) maintain all terraces, waterways, and inlets and outlets of tile drains and conservation structures of similar nature and shall refrain from any practice that will injure them. Lessee shall not, without written consent of Lessor, plow permanent pastures, allow livestock on cultivated lands including stalk fields and stubble fields, burn or remove crop residues, or cut trees for sale or personal use;
- (f) control all weeds and brush on the Premises and along roadsides, drainage ditches, field edges and fencerows where possible; and
- (g) limit or prevent noxious weeds, as defined in K.S.A. §2-1314(b), from going to seed on the Premises. Chemical expense and application on the treatment of any noxious weed infestation in and outside of the cropland shall be the responsibility of the Lessee. Lessee agrees to get approval from Lessor before said chemical expense is incurred.

Lessor reserves all hunting, fishing, and recreational rights and privileges. Lessee shall not hunt, fish, or recreate on the Premises, nor permit others to do so, without the prior written permission of Lessor.

**7. Amendments**

Any amendments or alterations to this Lease shall be in writing and signed by both Lessor and Lessee.

**8. No Partnership Created**

This Lease shall not be deemed to give rise to a partnership relationship and neither party shall have authority to obligate the other without written consent, except as specifically provided for in this Lease.

**9. Environmental**

Except for pesticides, herbicides and other chemicals customarily used in agricultural operations in the ordinary course of Lessee's business upon the Premises, Lessee shall not cause or permit any hazardous material to be brought upon, kept, used, stored, generated, or disposed of on, in or about the Premises by Lessee, Lessee's agents, employees, contractors or invitees. Lessee agrees to keep complete and accurate records of all pesticides, herbicides and other agricultural chemicals applied on the Premises, the application rates and fields where pesticides, herbicides and other agricultural chemicals are applied, and shall provide Lessor copies of all such records upon request by Lessor.

**10. Right of Entry**

Lessor, or its agents, reserve the right to enter the Premises at any reasonable time for purposes of consultation with Lessee and making repairs, improvements, and inspections.

**11. Government Payments**

Any government base contract payments payable on the Premises under this Lease, during the term of this lease, shall be paid to the Lessee.

**12. Improvements and Damage**

Lessee will not, without written consent of Lessor, (a) erect or permit to be erected on the Premises any non-removable structure or building, (b) incur any expense to Lessor for such purposes, or (c) add electrical wiring, plumbing, or heating to the Premises.

**13. Liability for use of the Premises**

Lessor shall be indemnified and held harmless by the Lessee from any liability for damages to persons or property in or upon the Premises, including personal property of Lessee and Lessee's employees, agents, servants, and guests, during the term of this Lease.

**14. Liens**

Lessee shall not permit any liens to attach to the Premises during the term of this Lease.

**15. Breach**

In the event Lessee breaches any obligation arising under this Lease, then this Lease shall terminate without notice of any kind. Upon the termination of this Lease, either by reason of lapse of time or breach of any of the covenants or agreements herein, it shall be lawful for Lessor to re-enter said Premises and remove and put out Lessee.

**16. Termination**

At the termination of this Lease by default of Purchase Contract, Lessee shall quit and surrender the Premises in as good of state and condition as the Premises was in at the start of this Lease (inclusive of improvements, additions, or modification or repairs), except for reasonable wear, acts of God and damage by casualty. Under no circumstances shall Lessee retain possession of the Premises or any part thereof beyond the expiration of this Lease without written permission of Lessor. Any planting, plowing or any other work performed by Lessee on the Premises prior to the termination of this Lease shall give the Lessee no right to hold over without written permission of Lessor. Furthermore, Lessee specifically releases all claim to improvements heretofore or hereafter erected on the leased Premises.

**17. Assignment**

Lessee shall not assign or transfer this Lease without the prior the written consent of Lessor.

**18. Sublease**

Lessee ☐ will ☐ will not sublease the Premises.

\_\_\_\_\_  
Lessee Initial(s)

\_\_\_\_\_  
Lessor Initial

If Lessee will sublease the Premises, the following applies:

The Lessor grants permission for the Lessee to sublease the Premises. The term "Sublessee" under this lease shall mean the individual(s) that will be leasing the Premises from the Lessee. The term "Sublease Agreement" shall refer to the document signed between Lessee and Sublessee.

Under this lease, the legal and financial responsibility of the Sublessee, will be the liability of the Lessee. The Lessee shall hold the Lessor harmless from any damages to persons or property, the

payment of rent by Sublessee, the fulfillment of terms in Sublease Agreement, and from any other liability that may be caused by the Sublessee.

Lessor reserves the right to pursue all legal remedies available in the event of the Lessee's breach of this lease without regard to the performance or non-performance of the terms of the Sublease Agreement.

**19. Arbitration**

The parties hereto hereby agree that any dispute between them relative to this Lease shall be submitted to arbitration under the Kansas Uniform Arbitration Act. In the event any such dispute is submitted for arbitration, the arbitrators shall be selected as follows: each party shall select a person to act as an arbitrator, and the two so selected shall select a third person. The procedure to be followed by the arbitrators and their authority to administer oaths, issue subpoenas and authorize discovery, shall be as provided by such Act.

**20. Governing Law**

This Lease shall be governed by and construed under the laws of the State of Kansas. To the extent that any provision of this Agreement conflicts with applicable law, that provision shall be deemed to be modified to comply with such law; provided that any such modification or the invalidity of any provision of this Agreement shall not affect any other provision of this Lease.

**21. Severability**

Every provision of this Lease is intended to be severable; if any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remaining provisions of this Lease.

**22. Captions**

The captions contained in this Lease are for the purpose of convenience and do not separately define, limit or describe the scope and intent of any section to the exclusion of consideration of all other provisions of the agreement contained in all other sections.

**23. Construction**

The language used in this Lease shall be deemed to be language chosen by both parties to express their mutual intent, and no rule of strict construction against either party shall apply to any term or condition of this Lease.

**24. Applicability**

This Lease shall be binding upon the respective heirs, devisees, legatees, representatives, fiduciaries, successors and assigns as herein provided of each of the parties hereto.

[THIS SPACE IS INTENTIONALLY LEFT BLANK.]

To evidence the parties' agreement to this Lease, each has executed and delivered it on the date set forth in the preamble.

**Gretchen Morgenstern Revocable Trust**  
**Dated September 1, 1971, LESSOR**  
**Advantage Trust Company, Trustee**

\_\_\_\_\_, LESSEE

By: \_\_\_\_\_  
Amy D. Schreiner, VP & Real Estate Officer  
227 S Santa Fe  
PO Box 1337  
Salina, KS 67402-1337  
785-452-3561  
aschreiner@advantagetrustco.com

\_\_\_\_\_  
Printed Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Email Address \_\_\_\_\_

**Remit Payment To:**  
Land Title Services, Inc.  
136 N. 7th  
Salina, KS 67401

**INVOICE**

**Billed To:**  
To Be Determined

**Invoice No.:**  
**Invoice Date:** April 4, 2022  
**Please Pay Before:** June 4, 2022  
**Our File Number:** TI22-23406  
**Your Reference Number:** MORGENSTERN

**Property:**  
0 N Niles Rd.  
Salina, KS 67401  
Saline County

**Brief Legal:** N/2 36-13-2 Saline County

| DESCRIPTION                                  | AMOUNT |
|----------------------------------------------|--------|
| Escrow Fee                                   |        |
| Loan Closing Fee                             |        |
| Search Fee                                   | 150.00 |
| Courier/Wire/Email Doc Fee                   |        |
| Recording Fee                                |        |
| Cancellation Fee                             |        |
| Total Title Insurance Charges =              |        |
| Underwriter Portion =      / Agent Portion = |        |

**Invoice Total Amount Due**      \$      **150.00**

**Attn: Chris Rost @ Coldwell Banker**

**Amy @ Advantage Trust**

**SCHEDULE A**  
**ALTA COMMITMENT**

1. Commitment Date: March 23, 2022 at 08:00 AM
2. Policy to be issued:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:  
Gretchen Morgenstern and UMB National Bank of America, Salina Kansas, Trustees of the Gretchen Morgenstern Trust U/A dated September 1, 1971
5. The Land is described as follows:  
SEE EXHIBIT A ATTACHED HERETO

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.*

## EXHIBIT A - LEGAL DESCRIPTION

The land referred to in the Commitment is described as follows:

That part of the North Half (N/2) of Section Thirty-six (36), Township Thirteen (13) South, Range Two (2) West of the Sixth P.M., in Saline County, Kansas, lying South of the right-of-way of the Union Pacific Railroad Company (except that part taken for road, highway and right-of-way)

**Schedule B-I**  
**ALTA COMMITMENT**

**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.
  - a. Record Warranty Deed executed by Proper Trustee(s) of the Gretchen Morgenstern Trust U/A dated September 1, 1971 to TBD.
  - b. Record Mortgage executed by TBD in favor of To Be Determined in the amount of \$TBD.
  - c. Provide Title Company with proper Certification of Trust regarding the Gretchen Morgenstern Trust U/A dated September 1, 1971.
  - d. Execution of Affidavit of Understanding and Indemnity and Hold Harmless Agreement Due to the COVID-19 Emergency by the Parties to the Contemplated Transaction.

NOTE: Saline County requires inspection and approval of all septic systems, drinking water wells and lagoons prior to conveyance of real estate. (If applicable)
5. Pay the full consideration to, or for the account of, the grantors or mortgagors
6. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable
7. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
8. Provide title company with an "affidavit of title" as provided herein, executed by owners.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.*

## SCHEDULE B-II

### ALTA Commitment

#### 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. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by Public Records
3. 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.
4. Easements, or claims of easements, not shown by the Public Records.
5. Right or claims of parties in possession 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 2022, and thereafter.
8. General Taxes for all of the year 2022 and all subsequent years and all special assessments due and payable therewith.
9. Right of Way Easement in favor of Rural Water District No. 2 Ottawa County, KS as set out in Book 124, page 547 and Book 124, page 549
10. Mineral Deed as set out in Deed Book 340, page 608
11. Right-of-Way on favor of Westar Energy, Inc. as set out in Book 1286, page 881

The mortgage Policy to be issued will include the following endorsements:

(FOR INFORMATIONAL PURPOSES ONLY: The 2021 amount is \$2,775.52; \$26.26. For verification parties should contact the County Treasurer in reference to Tract No. 00521; 29251

FOR INFORMATIONAL PURPOSES ONLY:

RECORDING FEES are generally \$21.00 for the first page and \$17.00 for each additional page of each document. Recording fees for releases and assignments of a single mortgage are \$20.00 for the first page and \$4.00 for each additional page. 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.

Note: If you encounter any problems in regard to title requirements or exceptions, please do not hesitate to call us as 785-823-7223. It has been a pleasure doing business with you.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.*

# ALTA Commitment for Title Insurance



Issued By Old Republic National 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 EXTRACTIONAL 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, Old Republic National Title Insurance Company, a Florida 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

Issued through the Office of

Land Title Services, Inc.  
136 N. 7th  
Salina, KS 67401

By:

Theresa McKinney, Authorized Agent

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By

C Monroe

President

Attest

David Wald

Secretary

## 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.
- (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.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.*

**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**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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## Gap Indemnity

The undersigned represent that there are no matters pending that could give rise to a lien that would attach to the Land between the date hereof and the recording of the interest to be insured (including during a period that the recording jurisdiction may not be open and available for recording) and that the affiant(s) have not and will not execute any instruments that would adversely affect the interest to be insured.

That in consideration of the Old Republic National Title Insurance Company issuing its policy or policies without making exception therein of matters which may arise between the most recent effective date of the title commitment (the last date upon which the search of title is effective) and the date the documents creating the interest being insured have been filed for record and which matters may constitute an encumbrance on or affect said title, the undersigned agrees to promptly defend, remove, bond or otherwise dispose of any encumbrance, lien or objectionable matter to title (collectively, "objection(s) to title") which may arise or be filed, as the case may be, against the captioned premises during the period of time between the most recent effective date of the title commitment and date of recording of all closing instruments, and to hold harmless and indemnify the Company against all expenses, cost and reasonable attorneys' fees which may arise out of its failure to so remove, bond or otherwise dispose of any said objection(s) to title.

### **Seller(s):**

Gretchen Morgenstern and UMB National Bank of America, Salina Kansas, Trustees of the Gretchen Morgenstern Trust U/A dated September 1, 1971

BY: \_\_\_\_\_  
Trustee

### **Borrower(s):**

\_\_\_\_\_  
TBD