



Security 1st Title

PRELIMINARY TITLE SEARCH REPORT

Prepared By:
Security 1st Title
727 N. Waco, Suite 300
Wichita, KS 67203
Phone: (316) 267-8371
Fax: (316) 267-8115

Contact: **David Herd**
Email: **dherd@security1st.com**

Prepared Exclusively For:
McCurdy Real Estate & Auction, LLC
12041 E. 13th St. N
Wichita, KS 67206
Phone: 316-683-0612
Fax: 316-683-8822

Contact: **Kimberly Clare**
Email: **closing@mccurdy.com;**
kclare@mccurdyauction.com;
sfrost@mccurdyauction.com

Report No: **2520416**

Report Effective Date: **May 9, 2022, at 7:30 a.m.**

Property Address: **15201 W. US54 Hwy., Goddard, KS 67052**

This Title Search Report is NOT a commitment to insure and is not to be construed as an Abstract of Title or Title Opinion. It has been issued as a Report as to the status of title for the specific benefit of **McCurdy Real Estate & Auction, LLC**, and as such should not be relied upon by any other party for any Real Estate Transaction. Any and all loss or damage that may occur by reason of any errors and omissions in this Company's Report is limited to \$1,000.00 and the fee it received for the preparation and issuance of this report, if any.

1. **Fee Simple** interest in the Land described in this Report is owned, at the Report Effective Date, by

Simple Ventures, LLC

NOTE: Vesting information can be downloaded through this [link](#).

2. The Land referred to in this Report is described as follows:

SEE ATTACHED EXHIBIT A

3. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following requirements, along with any other matters that may arise after the date of this report:
 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.



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Phone: **316-293-1637**, Email: **dherd@security1st.com**

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. **File a release of the Mortgage dated January 4, 2022, recorded January 20, 2022, as Doc#/Flm-Pg: [30133237](#), made by Simple Ventures LLC, to Union State Bank, in the amount of \$223,000.00.**
6. **We have a copy of the Articles of Organization dated June 16, 2018 and a copy of the Operating Agreement dated June 21, 2018 of Simple Ventures LLC, a limited liability company. We must be furnished with a copy of any amendments to said documents. We reserve the right to make any additional requirements we deem necessary.**
7. **Any instrument to be executed by Simple Ventures LLC must:**
 - a. Be executed in the limited liability company's name, and
 - b. Be signed by Dallas Mitchell Broz, Sole Member.
8. **File a Warranty Deed from Simple Ventures LLC, a Kansas limited liability company to To Be Determined.**
9. **Recording Fees and Information for Kansas Counties:**

Deed:	\$21.00 (first page) + \$17.00 (each additional page)
Mortgage:	\$21.00 (first page) + \$17.00 (each additional page)
Mortgage Release:	\$20.00 (first page) + \$4.00 (each additional page)
Mortgage Assignment:	\$20.00 (first page) + \$4.00 (each additional page)

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: Beginning January 1, 2019, Mortgage Registration Tax is no longer required in the State of Kansas.)



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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.

4. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any other matters that may arise after the date of this report:
 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. **General taxes and special assessments for the fiscal year 2021 in the original amount of \$683.54, PAID.**
Property I.D. # D-01061-00UP
PIN #[00483241](#) (Parcel 1)



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8. General taxes and special assessments for the fiscal year 2021 in the amount of \$209.35, PAID.
Property ID # AT-00180-002H
PIN #[00252735](#) (Parcel 2)
9. General taxes and special assessments for the fiscal year 2021 in the amount of \$1.67, PAID.
Property ID # AT-00180-002E
PIN #[00252730](#) (Parcel 3)
10. General taxes and special assessments for the fiscal year 2021 in the amount of \$0.99, PAID.
Property ID # AT-00180-002G
PIN #[00252733](#) (Parcel 4)
11. An easement for pipeline, recorded as [Misc. Book 475, Page 5](#); modified by Agreement recorded in [Misc. Book 489, Page 123](#); partially released and defined by Agreement recorded in [Misc. Book 531, Page 75](#).
In favor of: Kansas Gas Supply Corporation, last assigned to Mid Continent Market Center, Inc.
Affects: a portion of subject property
12. An easement for pipelines, recorded as Doc#/Flm-Pg: [29266745](#).
In favor of: Mid-Continent Market Center, L.L.C.
Affects: a portion of subject property
13. Access controls established in Doc#/Flm-Pg: [29237932](#).
14. A Lease or Notice of Lease dated March 24, 1964 executed by George Jeffery, as lessor, and The Rich Signs Inc., as lessee, recorded May 13, 1964 as [Misc. Book 537, Page 519](#).
15. Rights or claims of parties in possession not shown by the public records.

Dated: May 9, 2022, at 7:30 a.m.

SECURITY 1ST TITLE



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Phone: **316-293-1637**, Email: **dherd@security1st.com**

By: _____
LICENSED ABSTRACTER

EXHIBIT "A"

Parcel 1:

Beginning at the intersection of the South right-of-way line of U.S. Highway 54 and the East line of the Northeast Quarter of Section 34, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas; thence West along said highway right-of-way a distance of 291 feet; thence South along said highway right-of-way a distance of 10 feet; thence West along said highway right-of-way a distance of 176 feet; thence South parallel with the East line of said Northeast Quarter, 460 feet; thence East parallel with said highway right of way 467 feet to the East line of said Northeast Quarter; thence North 470 feet to beginning;

EXCEPT Beginning at the intersection of the South right-of-way line of U.S. Highway 54 and the East line of the Northeast Quarter of Section 34, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas; thence West along said South highway right-of-way a distance of 291 feet; thence South along said highway right-of-way a distance of 10 feet; thence West along said highway right-of-way a distance of 176 feet; thence South, parallel with said East line, a distance of 170 feet; thence Southeasterly for a distance of 228.63 feet to a point 405 feet South of the North line of said Northeast Quarter and 265 feet West of said East line; thence East, perpendicular to said East line, a distance of 150 feet; thence Southeasterly for a distance of 35.31 feet to a point 90 feet West of said East line; thence South, parallel with said East line, a distance of 154.39 feet; thence East, parallel with said South highway right-of-way line, to a point on said East line; thence North along said East line a distance of 469.96 feet to the point of beginning.

Parcel 2:

Beginning 600 feet North of the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 34, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas; thence West a distance of 403.33 feet; thence North a distance of 129 feet; thence East a distance of 403.33 feet; thence South a distance of 129 feet to the point of beginning;

EXCEPT Beginning 600 feet North of the Southeast Corner of the Northeast Quarter of the Northeast Quarter of Section 34, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas; thence West, parallel with the North line of said Northeast Quarter, a distance of 78.58 feet; thence Northwesterly for a distance of 129.90 feet to a point 90 feet West of the East line of said Northeast Quarter; thence East, parallel with said North line, a distance of 90 feet to a point on said East line; thence South along said East line a distance of 129 feet to the point of beginning.

Parcel 3:

Beginning at a point 384 feet North of the Southeast Corner of the Northeast Quarter of the Northeast Quarter of Section 34, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas; thence West parallel to the North line of said Northeast Quarter 403.33 feet; thence North on a line parallel to the East line of said Northeast Quarter 216 feet; thence East parallel to the North line of said Northeast Quarter 403.33 feet; thence South along the East line of said Northeast Quarter to the point of beginning;

EXCEPT Beginning at a point 384 feet North of the Southeast Corner of the Northeast Quarter of the Northeast Quarter of Section 34, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas; thence West, parallel with the North line of said Northeast Quarter, a distance of 59.53 feet;

thence Northwesterly for a distance of 216.62 feet to a point 78.58 feet West of the East line of said Northeast Quarter; thence East, parallel with said North line, a distance of 78.58 feet to a point on said East line; thence South along said East line a distance of 216 feet to the point of beginning.

Parcel 4:

Beginning 276 feet North of the Southeast Corner of the Northeast Quarter of the Northeast Quarter of Section 34, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas; thence West along a line parallel to the North line of said Northeast Quarter 403.33 feet; thence North along a line parallel to the East line of said Northeast Quarter 108 feet; thence East along a line parallel to the North line of said Northeast Quarter 403.33 feet; thence South along the East line of said Northeast Quarter 108 feet to the point of beginning;

EXCEPT Beginning 276 feet North of the Southeast Corner of the Northeast Quarter of the Northeast Quarter of Section 34, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas; thence West, parallel with the North line of said Northeast Quarter, a distance of 50 feet; thence Northwesterly for a distance of 108.31 feet to a point 59.53 feet West of the East line of said Northeast Quarter; thence East, parallel with said North line a distance of 59.53 feet to a point on said East line; thence South along said East line a distance of 108 feet to the point of beginning.