

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 EXTRA CONTRACTUAL 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.

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Issued through the Office of

Greenwood County Title
206 West First
P.O. Box 6
Eureka, KS 67045

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

Dale E. Beeler

Authorized Signatory

By

C. Monroe

President

Attest

Daniel Wald

Secretary

Schedule A

ALTA COMMITMENT
22-108 OPEN

1. Commitment Date: **March 29, 2022**
2. Policy to be issued:
 - (a) 2006 ALTA Owner's Policy
Proposed Insured: **TBD**
Proposed Policy Amount: **\$ TBD** Fee: **\$ TBD**
 - (b) 2006 ALTA Loan Policy
Proposed Insured: **TBD**
Proposed Policy Amount: **\$ TBD** Fee: **\$ TBD**
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:

Steven R. McCurry and Judy E. McCurry, Co-Trustees of the Steven R. and Judy E. McCurry Trust dated August 11, 2016 (Undivided One-Half Interest)

Lowell B. Platt and Elaine S. Platt, Trustee of The Lowell B. Platt and Elaine S. Platt Family Trust dated April 10, 2003 (Undivided One-Half Interest)

5. The Land is described as follows:

SEE EXHIBIT "A"

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Schedule B-I

ALTA COMMITMENT- 22-108 OPEN 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. Copy of Seller's Trust agreements. (In File.)
 - B. A Warranty Deed covering all of the captioned properties from Steven R. McCurry and Judy E. McCurry, Co-Trustees of the Steven R. and Judy E. McCurry Trust dated August 11, 2016, and Lowell B. Platt and Elaine S. Platt, Trustee of The Lowell B. Platt and Elaine S. Platt Family Trust dated April 10, 2003, to TBD, as grantee(s), is to be executed and recorded with the Greenwood County Register of Deeds.
 - C. If there is to be a new Mortgage is to be executed covering all of the captioned property in the amount of \$ TBD, to secure a loan from, TBD, as mortgagors, in favor of, TBD, as mortgagee. Mortgage must be recorded with the Greenwood County Register of Deeds.

A request for appropriate endorsements, if any, must be made to Greenwood County Title LLC prior to the issue of final title policy. Fee is subject to adjustment based on endorsements requested.

Any standard exception to be deleted must be requested prior to issuing final policy and may result in addition requirements.

2021 and prior year taxes are paid.

Tract #1--Tax ID #05238

77.10 taxable acres; Physical address: 0000 230th St., Virgil, KS 66870 2021 taxes--\$ 1,178.88

Tract #2--Tax ID #05336

239.80 taxable acres; Physical address: 0000 245th St., Virgil, KS 66870 2021 taxes--\$ 951.54

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Schedule B-II

ALTA COMMITMENT – 22-108 OPEN

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. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey of the premises herein described.
3. Rights or claims of parties in possession not shown by public records.
4. 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.
5. Easements or claims of easements not shown by the public records.
6. Easements and rights-of-way for roads, highways and alleys.
7. Unrecorded easements for water and sewer, if any.
8. General Taxes for the year 2022 and subsequent years and special assessments due or payable therewith.
9. Any and all Oil & Gas Leases, minerals, mortgages, overrides, reservations, and assignments of record
10. **Any manufactured/mobile home located on the property set out on Schedule A will NOT be insured under this policy unless it is on a permanent foundation and the title is surrendered. If the manufactured/mobile home located on the property set out on Schedule A is to be insured under this policy this office reserves the right to make additional requirements or exceptions.**
11. The title search for title insurance purposes covers bankruptcies that may be filed in the County where the real estate being insured is located and expressly omits bankruptcies filed in the Bankruptcy court and not recorded in the County where the land is located. If a title search for bankruptcies in the Bankruptcy court is required, you should contact the Trustee in Bankruptcy, Wichita, Kansas, and request a search in the names of the predecessors in title to the property. They will be exceptions from coverage.
12. **Tract #1 & #2-- Subject to Upper Verdigris Watershed Joint District Number 24 as evidenced by Pctition for Formation certified by the Secretary of State of the State of Kansas and filed in County Records February 21, 1959 and duly entered in book 9 of Misc. at page 1. Filed in the Greenwood County Register of Deeds.**

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Schedule B-II

ALTA COMMITMENT – 22-108 OPEN Exceptions--Continued

13. **Tract #2**--Subject to a **Pipe Line Right of Way Grant**, from E. G. Dehlinger and Bernice Dehlinger, husband and wife, Grantors, to Skelly Gas Company, Grantee, dated October 17, 1952. Filed on January 16, 1953, in Misc. Deed ZZ, Page 211, in the Greenwood County Register of Deeds. Followed by multiple transfers, with the last recorded being, Equilon Enterprises, LLC, Assignor, to Seminole Transportation and Gathering, Inc., Assignee, dated June 29, 2001. Filed on October 29, 2001, in Misc. Book 86, Page 33, in the Greenwood County Register of Deeds.
14. **Tract #2**—
Subject to a reservation of interest of all oil, gas, and other minerals, in and under and that may be produced or otherwise extracted in any way from the property, as reserved/severed in deed recorded from James H. Blackwell and Mary E. Blackwell, his wife, Grantors, to G. T. Mallicoat, dated February 14, 1919, recorded in Deed Book 86 at page 55, on May 29, 1919, in the Greenwood County Register of Deeds.
15. **Tract #2**—Subject to an Oil & Gas Lease from James H. Blackwell and Mary E. Blackwell, his wife, George W. Blackwell and Savannah M. Blackwell his wife, and Edward Lawhorn, a single person, Lessors, to J. A. Abell, Lessee, for a term of Five (5) years, dated November 14, 1924. Filed on January 8, 1925, in Oil & Gas Lease Book 12, Page 147, in the Greenwood County Register of Deeds. Last filed Assignment of Oil & Gas Lease, was from John D. Winterscheid, Assignor, to Mark L. Haas, Assignee, dated June 18, 1985. Filed on June 19, 1985, in Assign Book 62, Page 549, in the Greenwood County Register of Deed. NO current production shown by the Greenwood County Appraisers office &/or the Kansas Geological Survey website.

Tract #2--ALSO of record, a Quit Claim Deed from Margaret Dwyer, a widow, to John A. Hennage, all mineral & royalty interests, as heir of Mayme B. Hennage, deceased. Dated August 1, 1979 and filed on August 23, 1979, in Deed Book 169, Page 79. **ALSO of record**, a Quit Claim Deed from Kathryn Denker and E. A. Denker, her husband, to John A. Hennage, all mineral & royalty interests, as heir of Mayme B. Hennage, deceased. Dated August 1, 1979 and filed on August 23, 1979, in Deed Book 169, Page 81. **ALSO of record**, a Quit Claim Deed from Mildred Miller, a widow, to John A. Hennage, all mineral & royalty interests, as heir of Mayme B. Hennage, deceased. Dated August 1, 1979 and filed on August 23, 1979, in Deed Book 169, Page 83. **ALSO of record**, a Quit Claim Deed from Dorothy M. Phillips and John M. Phillips, her husband, to John A. Hennage, all mineral & royalty interests, as heir of Mayme B. Hennage, deceased. Dated August 1, 1979 and filed on August 23, 1979, in Deed Book 169, Page 85.

ALSO of record, a Mineral Deed from John A. Hennage and Marian E. Hennage, his wife, Grantor, to John A. Hennage, as Trustee of the Johns A. Hennage Trust, UID 4/9/1984, dated April 23, 1984. Filed on July 6, 1984, in Deed Book 176, Page 497, in the Greenwood County Register of Deeds.

ALSO of record, a Conveyance and Assignments, from John A. Hennage aka Jack A. Hennage and John A. Hennage, Trustee of the John A. Hennage Trust, created by Trust Indenture dated April 9, 1984, Grantor, to The Hennage Family, LLC, Grantee, dated May 1, 2013. Filed on July 18, 2013, in Misc. Deed Book 103, Page 36, in the Greenwood County Register of Deeds.

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EXHIBIT "A"

Tract #1—

The Northwest Quarter of the Northeast Quarter (NW4 NE4) and the Northeast Quarter of the Northwest Quarter (NE4 NW4), Less the South 82.5' of said tract, Section Twenty-nine (29) of Township Twenty-four (24) South, Range Thirteen (13) East of the Sixth Principal Meridian, Greenwood County, Kansas.

AND

Tract #2—

The East Half of the Northeast Quarter (E2 NE4) and the Southwest Quarter of the Northeast Quarter (SW4 NE4), and the East Half of the Southeast Quarter (E2 SE4) and the Northwest Quarter of the Southeast Quarter (NW4 SE4) of Section Sixteen (16), Township Twenty-four (24) South, Range Thirteen (13) East of the Sixth Principal Meridian, Greenwood County, Kansas.

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.

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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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