

 First American Title™	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 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, **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



Kenneth D. DeGiorgio, President



Greg L. Smith, Secretary

Issuing Agent: _____



Security 1st Title

Jodie A. Heath
(620) 326-7460 (Work)
(620) 326-2357 (Work Fax)
jaheath@security1st.com

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

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 First American Title™	ALTA Commitment for Title Insurance
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Schedule BI	

Commitment No.: KS-C3001823

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 property authorized, executed, and recorded in the Public Records.
5. **File a Warranty Deed from Randal D. Boatright and Wendy D. Boatright, showing marital status and joined by spouse, if any, to a purchaser to be determined.**
6. **Provide this company with a property completed and executed Owner's Affidavit.**
7. **Recording 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.)

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanying 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™	ALTA Commitment for Title Insurance
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Schedule BII	

Commitment No.: KS-C3001823

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. **Taxes for the fiscal year 2022, a lien not yet due and payable.**
8. **General taxes and special assessments for the year 2021 in the amount of \$285.34, Paid.**

Property ID # AT0041A

9. **Rights of the owners of the mineral estate as conveyed or reserved in Book P-32, Page 384, and of the parties claiming thereunder.**
10. **Reservation contained in Corporation Warranty Deed and recorded in Book 514, Page 392.**
11. **An easement for Right-of-way, recorded as Vol. F-6, Page 239.**
In favor of: Cities Service Gas Company
Affects: a portion of subject property
12. **An easement for Right-of-Way, recorded as Vol. J-10, Page 457; re-recorded in Vol. K-1, Page 43.**
In favor of: Southwestern Bell Telephone Company
Affects: a portion of subject property
13. **An easement for Right-of-Way, recorded as Book P-94, Page 617.**
In favor of: Rural Water District #1
Affects: a portion of subject property

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14. **An easement for Right-of-way, recorded as Book P-96, Page 107.**
In favor of: Rural Water District #1
Affects: a portion of subject property
15. **An easement for Booster-Pump , recorded as Book P-98, Page 87.**
In favor of: Rural Water District #1
Affects: a portion of subject property
16. **An easement for Right-of-way, recorded as Book P-171, Page 491.**
In favor of: Southwestern Bell Telephone Company
Affects: a portion of subject property
17. **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, Kansas and may or may not pertain to the subject property set forth in Schedule A herein.**
18. **Rights or claims of parties in possession not shown by the public records.**
19. **Any interest outstanding of record in and to all the oil, gas and other minerals in and under and that may be produced from said premises, together with all rights incident to or growing out of said outstanding minerals, including but not limited to outstanding oil and gas leases and easements.**

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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; and
- (f) Schedule B, Part II—Exceptions; and

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.

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.

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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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Commitment No.: KS-C3001823

Exhibit A

A tract of land in the Southwest corner of the Southwest Quarter of Section 8, Township 32 South, Range 1 East of the 6th P.M., described as follows: Beginning at the Southwest corner of the Southwest Quarter Section; thence North on the West line thereof 493.49 feet; thence East parallel to the North right of way line of U.S. 160 a distance of 496.69 feet; thence South parallel with the West line of said Southwest Quarter 496.54 feet; thence West on the South line of said Southwest Quarter 496.70 feet to the place of beginning, EXCEPT tract deed to State of Kansas for highway purposes.

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First American Title™

Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as “First American,” “we,” “us,” or “our”) collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products (“Products”). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.

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For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of **personal information** we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

Notice of Sale. We have not sold the **personal information** of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>

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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 1st Title of Nevada 9500 Hillwood Drive, #110 Las Vegas, NV 89134

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169334.) WARRANTY DEED. Roy G. Slinker and Mabel P. Slinker, (not stated) to Halbert D. Martin, Consid. One Dollar and other good and valuable consideration, Dated June 2, 1959, Ack. June 2, 1959, by Roy G. Slinker and Mabel P. Slinker, husband and wife, before Robert H. Cobean, N. P. (Seal), Sumner County, Kansas.

A tract of land in the Southwest corner of the Southwest quarter of Section 8, Township 32 South, Range 1 East of the 6th Principal Meridian, described as follows: Beginning at the southwest corner of the southwest quarter, section 8, thence north on the west line thereof 493.49 feet, thence east parallel to the north right of way line of U.S. 160 a distance of 496.69 feet, thence south parallel with the westline of said southwest quarter 496.54 feet, thence west on the south line of said southwest quarter 496.70 feet to the place of beginning, containing 5.64 acres, more or less, including the existing right of way, excepting and reserving one-half the mineral and sub-surface rights under said tract, in Sumner County, Kansas.

(Revenue \$3.30 cancelled)
FILED June 2, 1959 at 3 P.M.

BOOK P-32, PAGE 384

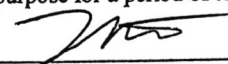
CORPORATION WARRANTY DEED

Sunshine Enterprises, Inc., a Kansas corporation with its principal place of business at 201 South Washington, Wellington, Kansas, conveys and warrants to Steven L. Hills all the following described real estate in the Count of Sumner and the State of Kansas, to-wit:

A tract of land in the Southwest corner of the Southwest Quarter (1/4) of Section 8, Township 32 South, Range 1 East of the 6th P.M., described as follows:
Beginning at the Southwest corner of the Southwest Quarter, Section 8, thence North on the West line thereof 493.49 feet, thence East parallel to the North right-of-way line of U.S. 160 a distance of 496.69 feet, thence South parallel with the West line of said Southwest Quarter 496.54 feet, thence West on the South line of said Southwest Quarter 496.70 feet to the place of beginning, containing 5.64 acres, more or less, including the existing right of way.

INDEXED: ☒
DIRECT ☒
INDIRECT ☒
PHOTO ☒
COMPARED WITH ☒
COPY ☒

for the sum of one dollar and other good and valuable consideration, except and subject to easements of record and the right to use the sign on the southeast corner of the property along with rights of ingress and egress for said purpose for a period of ten years.


Frank L. Korte, President
Sunshine Enterprises, Inc.

RECEIVED

OCT 19 1998

SUMNER CO. APPRAISER

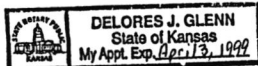
State of Kansas, Sumner County, SS:
Filed for record on the 16 day of
October 19 98 A.D. at 11:45
o'clock A M and recorded in Photo
Book 514 at page 392 Fees \$ 6.00

Geraldine McEachern
Geraldine McEachern Register of Deeds
KTS-pd

State of Kansas, County of Sumner, ss:

Be It Remembered, that on this 12th day of October, 1998, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Frank L. Korte, President of Sunshine Enterprises, Inc., a corporation duly organized, incorporated, and existing under and by virtue of the laws of Kansas and Frank L. Korte, Secretary of said corporation, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, the day and year last above written.



DeLores J. Glenn
Notary Public

My appointment expires:

April 3, 1999

Received

OCT 19 1998

Sumner County Clerk

BOOK 514 PAGE 392

Steve Hills, 45160 East 4th Street, Wellington, KS 67152

27.

C. A. Laws, a single man,

to

Cities Service Gas Company,

Right of Way,
Consid. \$80.00,
Dated July 9, 19____,
Ack. July 12, 1930, before
Cress V. Groat, N.P. (Seal),
Fulton County, Illinois.
Filed July 28, 1930,
Recorded in Vol. F-6, Page 239 ✓
of Misc. Records.

Grants the right, privilege and easement to install, operate, maintain, inspect, alter, replace and remove a pipeline for the transportation of gas, oil and other substances and such drips, gates, meters and other equipment and appurtenances as may be convenient for its operation, upon, over and through the Southwest Quarter Section 8, Township 32 South, Range 1 East, Sumner County, Kansas, and also from time to time additional such pipelines and appurtenances; together with the right of ingress and egress for such purposes.

Roy G. Slinker and Mabel P.
Slinker,

to

Southwestern Bell Telephone
Company,

Easement,
Consid. \$1.00 and the payment of
\$1.00 per rod before construction
is started,
Dated March 1, 1956,
Ack. March 2, 1956, before
E. M. Peters, N.P. (Seal),
Summer County, Kansas.
Filed July 9, 1956 at 1 P. M.,
Recorded in Vol. J-10, Page 457.
Re-filed September 14, 1956 at 11 AM
Recorded in Vol. K-1, Page 43 of
Misc. Records.

Grant a permanent right of way and easement one rod in width across the East half of Southeast Quarter of Section 7, and the West half of Southwest Quarter of Section 8, all in Township 32 South, Range 1 East, Summer County, Kansas, with the right and privilege of constructing, re-constructing, operating, maintaining, and placing thereon and removing therefrom, a communication system consisting of underground cable or cables, as grantee may from time to time require, together with manholes, markers, fixtures and other appurtenances thereto, the route of said right of way and easement shall be selected by the Grantee and after the installation of the first cable or cables the Northeast boundary of said right-of-way and easement shall be a line parallel to said cable or cables and 5 feet Northeast thereof.

Said cable or cables and all appurtenances thereto shall be placed so as not to interfere with the ordinary cultivation of said land.

Grantee shall have the right to trim, remove, cut down and cut down trees, brush, stumps, and roots on and within eight (8) feet on each side of said one rod easement located on said described land or the roads, streets, or highways adjoining, and the right of ingress and egress, over, and across said land, together with the right to install gates in any fences crossing said strip.

Without written consent of the Grantees, no transmission line, pipe line or other structure or obstruction will be permitted on said land which interferes or might interfere with grantee's service or endanger its cables or lines; nor shall any excavation be made by the Grantor, their heirs or assigns, on the Right of Way used by Grantee; and no structure will be erected or permitted on said one-rod right of way and easement.

The grantors, their heirs or assigns, shall be entitled to recover from the grantee the reasonable amount of any damage caused to crops, fences, or livestock by the grantee or its employees in the construction, re-construction, operation, maintenance or removal of said communication system.

(Revenue \$.55 cancelled)
(Plat attached of record)

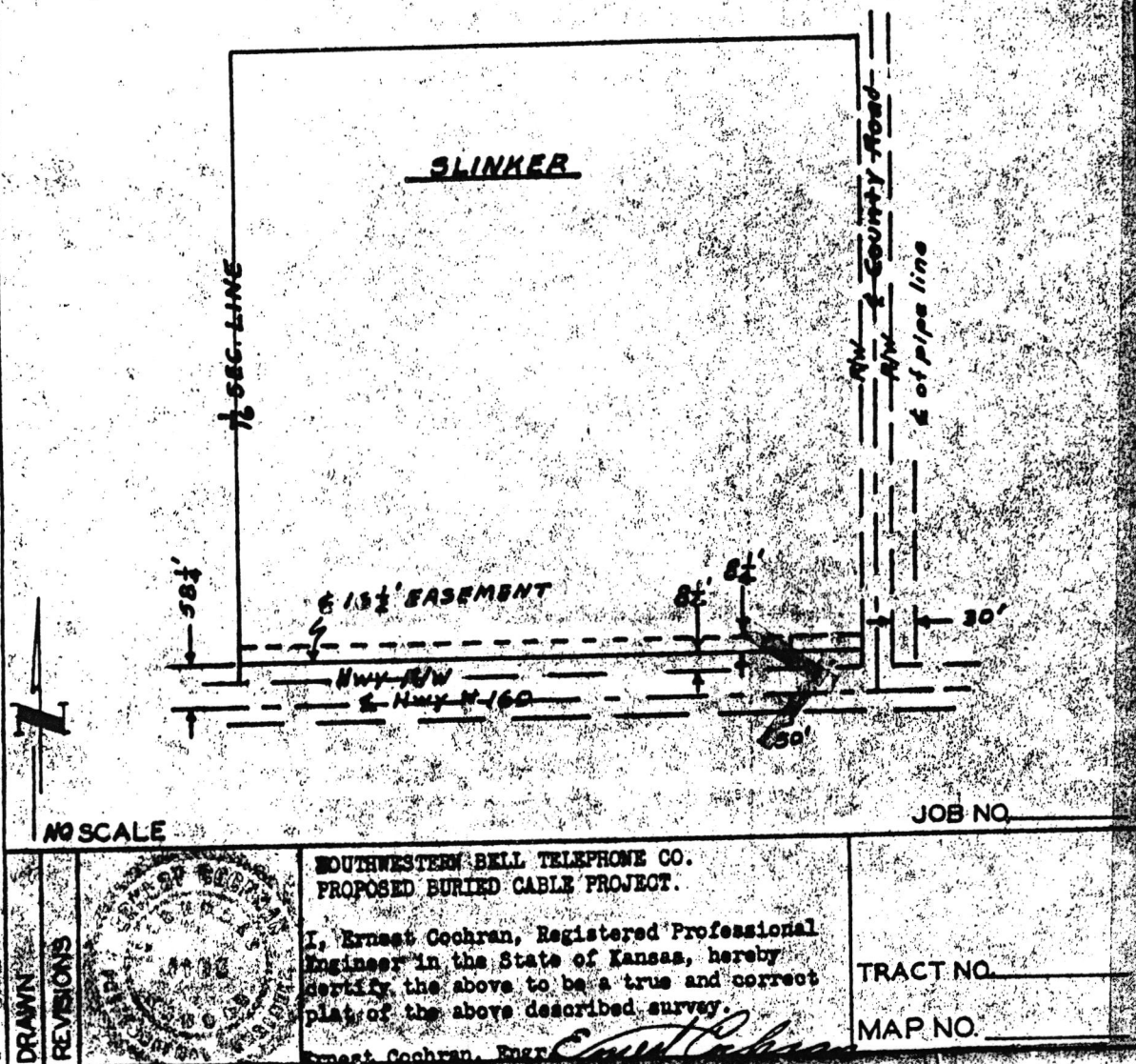
MISCELLANEOUS RECORD K-1

SEC. 7 T. 32 S. outh R. 1 E

TOWNSHIP Avon COUNTY Sumner

The East $\frac{1}{2}$ of the Southeast Quarter of Section 7, Township 32 South, Range 1 East of the 9th Principal Meridian in Sumner County, Kansas

The Center line of a $16\frac{1}{2}$ foot easement described as follows: Beginning at a point on the North and South $1/16$ line through the Southeast quarter of said section and range $58\frac{1}{2}$ feet North of the South line of said quarter, section and range, then east parallel with said south line to a point $58\frac{1}{2}$ feet North of the Southeast corner of the Southeast quarter of Section 7, said Township and Range.



RIGHT OF WAY EASEMENT

Victor N. Garvin and Evelyn L.
Garvin, husband and wife,

Dated May 20, 1966

to

Consid. \$1.00 and other
good and valuable
considerations,

Filed July 26, 1966
at 2 P.M.

Rural Water District #1,
Sumner County, Kansas.

Book P-94, Page 617

GRANT AND
CONVEY:

A perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove a water line and appurtenances thereto, over and across the following land owned by grantor in Sumner County, State of Kansas:

A tract of land in the southwest corner of the Southwest Quarter of Section 8, Township 32 South, Range 1 East of the 6th P.M. described as follows: Beginning at the southwest corner of the Southwest quarter, Section 8, thence North on the west line thereof 493.49 feet, thence East parallel to the north right of way line of U. S. 160 a distance of 496.69 feet, thence south parallel with the west line of said SW $\frac{1}{4}$, 496.70 feet to the place of beginning, containing 5.64 acres, more or less, including the existing right of way.

RECITAL:

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 25 ft. in width, the center line thereof to be located across said land as follows:
along west and south property lines and from the property line to a point 75 feet from the dwelling the center line shall follow the location of the water line as laid.

ACKNOWLEDGED:

May 20, 1966, before Mary E. McKee, Notary
Public (Seal), Sumner County, Kansas.

RIGHT OF WAY EASEMENT

Victor N. Garvin and Evelyn L.
Garvin, husband and wife,

Dated May 20, 1966

to

Consid. \$1.00 and other
good and valuable
considerations,

Filed September 6, 1966
at 9:45 A. M.

Rural Water District #1,
Sumner County, Kansas.

Book P-96, Page 107.

GRANT AND
CONVEY:

A perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove a water line and appurtenances thereto, and booster pump over and across the following land owned by grantor in Sumner County, State of Kansas:

A tract of land in the Southwest corner of the Southwest Quarter of Section 8, Township 32 South, Range 1 East of the 6th P.M. described as follows: Beginning at the southwest corner of the Southwest quarter, section 8, thence N. on the W. line thereof 493.49 feet, thence E. parallel to the N right of way line of U.S. 160 a distance of 496.69 feet, thence S parallel with the W line of said SW $\frac{1}{4}$ 496.54 feet, thence W on the S line of said SW $\frac{1}{4}$ 496.70 feet to the place of beginning, containing 5.64 acres, more or less, including the existing right of way.

RECITAL:

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 25 ft. in width, the center line thereof to be located across said land as follows: along west and south property lines and from the property line to a point 75 feet from the dwelling the center line shall follow the location of the water line as laid.

ACKNOWLEDGED: May 20, 1966, before Mary E. McKee, Notary Public (Seal), Sumner County, Kansas.

BOOSTER-PUMP EASEMENT

Victor N. Garvin and Evelyn L.
Garvin, husband and wife,

Dated December 8, 1966

to

Consid. \$1.00 and other
good and valuable
considerations,

Filed December 13, 1966
at 10 A. M.

Rural Water District #1,
Sumner County, Kansas.

Book P-98, Page 87.

GRANT AND
CONVEY:

A perpetual easement with the right to erect,
construct, install and lay and thereafter use,
operate, inspect, repair, maintain, replace and
remove a water booster pump and appurtenances
thereto over and across the following land in
Sumner County, Kansas;
A tract of land in the Southwest Quarter of
Section 8, Township 32 South, Range 1 East
of the 6th P.M. described as follows: Beginning
at a point which is 493.49 feet north and
80 feet east of the Southwest corner of said
Southwest Quarter in said Section 8, thence
east 20 feet; thence South 20 feet; thence West
20 feet; thence North 20 feet to the point of
beginning.

RECITAL:

The consideration recited herein shall con-
stitute 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 noise or
other damages will result from its use of
grantors' premises.

ACKNOWLEDGED:

December 8, 1966, before Mary E. McKee,
Notary Public (Seal), Sumner County, Kansas.

RIGHT OF WAY AGREEMENT

In consideration of the sum of \$1.00 receipt of which is hereby acknowledged, and the payment to the undersigned before construction is started of the additional sum of \$50.00 the undersigned, their heirs and assigns, hereby grant to the Southwestern Bell Telephone Company, its associated and allied companies, their respective successors, assigns, lessees, and agents, a permanent right of way and easement 8 feet in width across the following described land situated in the County of Sumner, State of Kansas, owned by the grantors, to-wit:

The South 8 feet of the following described property, to-wit: A tract of land in the Southwest corner of the Southwest Quarter of Section 8, Township 32 South, Range 1 East of the 6th P. M., described as follows: Beginning at the Southwest corner of the Southwest Quarter of Section 8, thence North on the West line thereof 493.49 feet, thence East parallel to the North right-of-wayline of U.S. 160 a distance of 496.69 feet, thence South parallel with the West line of said Southwest Quarter 496.54 feet, thence West on the South line of said Southwest Quarter 496.70 feet to the place of beginning, containing 5.64 acres, more or less.

All measurements are exclusive of road rights of way and easements of records.

with the right and privilege of constructing, reconstructing, operating, maintaining, and placing thereon and removing therefrom a communication system consisting of underground cable or cables, as grantee may from time to time require, together with manholes, markers, fixtures and other appurtenances thereto.

Said cable or cables and all appurtenances thereto shall be places so as not to interfere with the ordinary cultivation of said land.

Grantee shall have the right to trim, remove, cut down trees, brush, stumps, and roots on and within eight feet on each side of said 8 foot easement located on said described land or the roads, streets, or highways adjoining, and the right of ingress and egress over and across said land, together with the right to install gates in any fences crossing said strip.

Without written consent of the grantee, no transmission line, pipe line, or other structure or obstruction will be permitted on said land which interfere with grantee's service or endanger its cables or lines; nor shall any excavation be made by the grantor, their heirs or assigns, on the right of way used by grantee; and no structure will be erected or permitted on said 8 foot right of way easement.

The grantor, their heirs or assigns, shall be entitled to recover from the grantee the reasonable amount of any damage caused to crops, fences or livestock by the grantee or its employees in the construction, reconstruction, operation, maintenance or removal of said communication system.

Signed and sealed this 31 day of July, 1975, at R.R. 1, Wellington, Kansas.

Victor N. Garvin
Evelyn Garvin

Ack. July 31, 1975, before E. C. Voran, N.P. (Seal), Sumner County, Kansas.

EXHIBIT _____

IN THE DISTRICT COURT OF SUMNER COUNTY, KANSAS.

IN THE MATTER OF THE CONDEMNATION
OF LAND FOR STATE HIGHWAY PURPOSES,

The State Highway Commission of Kansas,

Plaintiffs,

vs.

No. 22,641.

Oxwell, Incorporated, M. D. Thompson,
President, E. S. Veail, Secretary-
Treasurer; et al.,

Defendants.

November 16, 1964: A Petition was filed in the above matter, seeking condemnation of lands for the State Highway Commission of Kansas, alleging that the interest in the property to be acquired in this proceeding is the fee simple title thereto, excepting however, any minerals lying thereunder.

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REPORT OF APPRAISERS.

We, the undersigned appraisers, appointed to view and appraise the value of certain lands and, or interests and, or rights therein, described in the petition of the State Highway Commission of Kansas, in the captioned matter and to determine the damages to the interested parties resulting from the takings, after being duly sworn, now report as follows:

On November 24, 1964, we mailed notices of our hearing to the plaintiff and all defendant parties named in the petition whose addresses were known to us after diligent inquiry. On November 27, 1964, we gave the said parties publication notice in a newspaper of general circulation in Sumner County, Kansas. All notices were in accordance with Section 6, Chapter 234, Laws of 1963. On November 30, 1964, we began our appraisal and assessment of damages, by actual view of the lands to be taken and of the tracts of which they are a part. On December 9, 1964, a public hearing was held at Jury Room, Sumner County Court House, in Wellington, Kansas, the time and place stated in the notices, at which time we heard oral and/or written testimony concerning our appraisal and assessment of damages from the plaintiff and such of the defendants as were present and desired to be heard.

Roy G. Slinker and Mabel P. Slinker, his wife, 202 South G Street, Wellington, Kansas; subject to the tenancy of Donald Humbert, Wellington, Kansas.

(a) AN EASEMENT for the construction of a detour in the East Half of the Southeast Quarter of Section 7, Township 32 South, Range 1 East described as follows: BEGINNING at a point on the East line, 26.8 feet North of the Southeast corner of said Quarter Section; thence South 89 degrees 34 minutes West, 778.8 feet along the existing Northerly right of way line of U.S. No. 160 Highway; thence North 71 degrees 08 minutes East, 218.2 feet; thence North 89 degrees 30 minutes East, 572.4 feet to said East line; thence South 0 degree 04 minutes West, 69.6 feet along said East line to the place of beginning. The above contains 1.03 acres, more or less, exclusive of the existing highway.

(b) AN EASEMENT for the construction of a detour in the Southwest Quarter of Section 8, Township 32 South, Range 1 East described as follows: BEGINNING at a point on the existing Northerly right of way of highway No. 160, 496.7 feet East and 39.9 feet North of the Southwest corner of said Quarter Section; thence North 89 degrees 33 minutes East, 531.9 feet along said right of way line; thence North 73 degrees 45 minutes West, 208.8 feet; thence South 89 degrees 33 minutes West, 331.3 feet; thence South 0 degree 04 minutes West, 60.0 feet to the place of beginning. The above contains 0.59 acres, more or less.

East of our property

Victor N. Garvin and Evelyn L. Garvin, his wife, RFD 1, Wellington, Kansas; subject to a mortgage in favor of First National Bank, Wellington, Kansas.

AN EASEMENT for the construction of a detour in the Southwest Quarter of Section 8, Township 32 South, Range 1 East described as follows: BEGINNING at the Southwest corner of said Quarter Section, thence North 89 degrees 54 minutes East, 496.7 feet along the South line of said Quarter Section; thence North 0 degrees 04 minutes East, 100.1 feet; thence South 89 degrees 30 minutes West to a point on the West line 96.4 feet North of said Southwest corner; thence South 0 degrees 04 minutes West, along said West line to the place of beginning. The above contains 0.77 acres, more or less, exclusive of the existing highway.

on our property