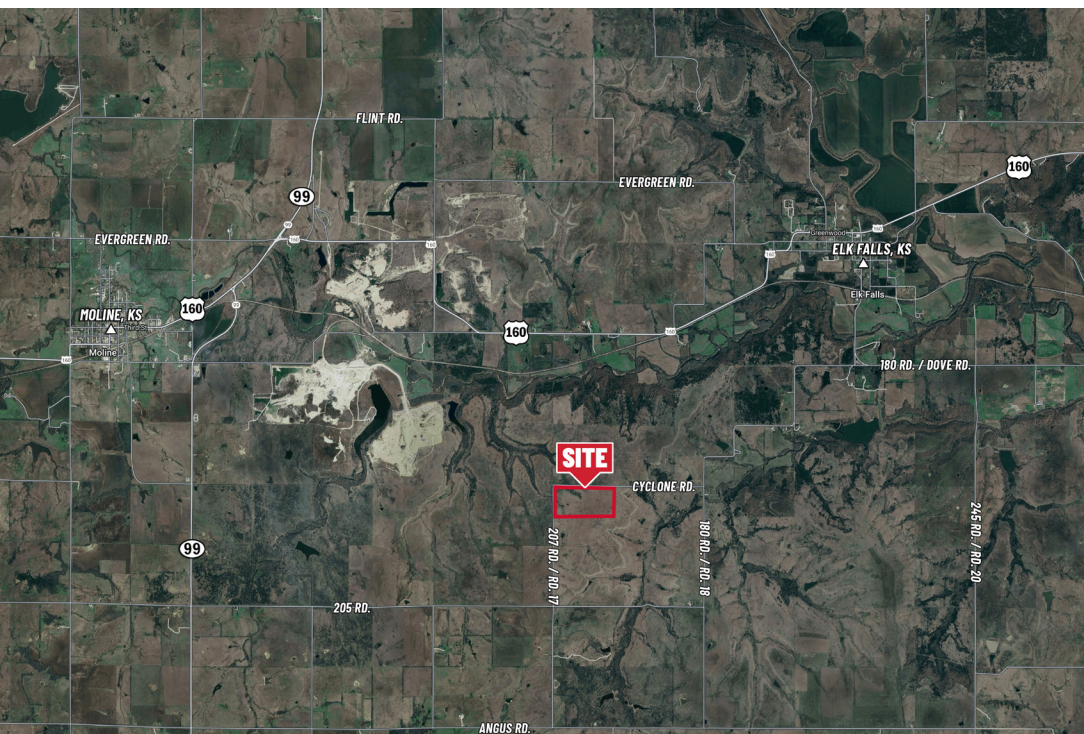


WEIGAND

AUCTION

PROPERTY INFORMATION

00000 Cyclone Rd. Elk Falls, Elk County - Kansas



78 ± Acres Near Elk Falls, KS • Pastureland With Pond

ONLINE ONLY AUCTION - MARCH 25TH @ 2:00 PM

2024 TAXES:
\$314.02

SITE SIZE:
78 ± Acres

PROPERTY FEATURES

This property near Elk Falls Kansas features approximately 78 acres of pastureland and a recently cleaned freshwater pond. This secluded tract of land is located 4 miles Southwest of Elk Falls and 7 miles Southeast of Moline, Kansas.

Tenant retains possession until January 1, 2026.

QUICK TERMS

- 10% Buyer's Premium
- 10% Earnest Money Deposit 24 Hours Post Sale
- Closing On Or Before 30 Days Post Auction
- Land Tenant Retains Possession Until January 1, 2026



Rick Hopper | Auctioneer
620-229-3590 | rhopper@weigand.com

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Auction Terms & Conditions:

AUCTION PROCEDURES: Property is being sold absolute. Online bidding is by approval only. Bidding will remain open until three (3) minutes have passed without receiving an acceptable bid. J.P. Weigand & Sons, Inc. Auction reserves the right to request a proof of funds letter from a bank to participate in online bidding. Land sold by the acre will use a quantity/multiplier for the sole purpose of establishing a final bid price and shall not be a guarantee of actual acres to be conveyed at closing. If a survey is required to establish new legal descriptions, surveyed acreage will not result in an adjustment of the final bid price in the buyer's or seller's favor.

BUYER'S PREMIUM: A buyer's premium of ten percent (10%) of the final bid will be added to the final bid price to determine the total purchase price.

AUCTION TERMS: The successful bidder shall be required to make a deposit in an amount equal to ten percent (10%) of the total purchase price as earnest money in the form of Certified or Personal Check with proper identification within twenty-four (24) hours of close of auction. Closing will take place on or before thirty (30) days following the day of auction. Possession is January 1, 2026.

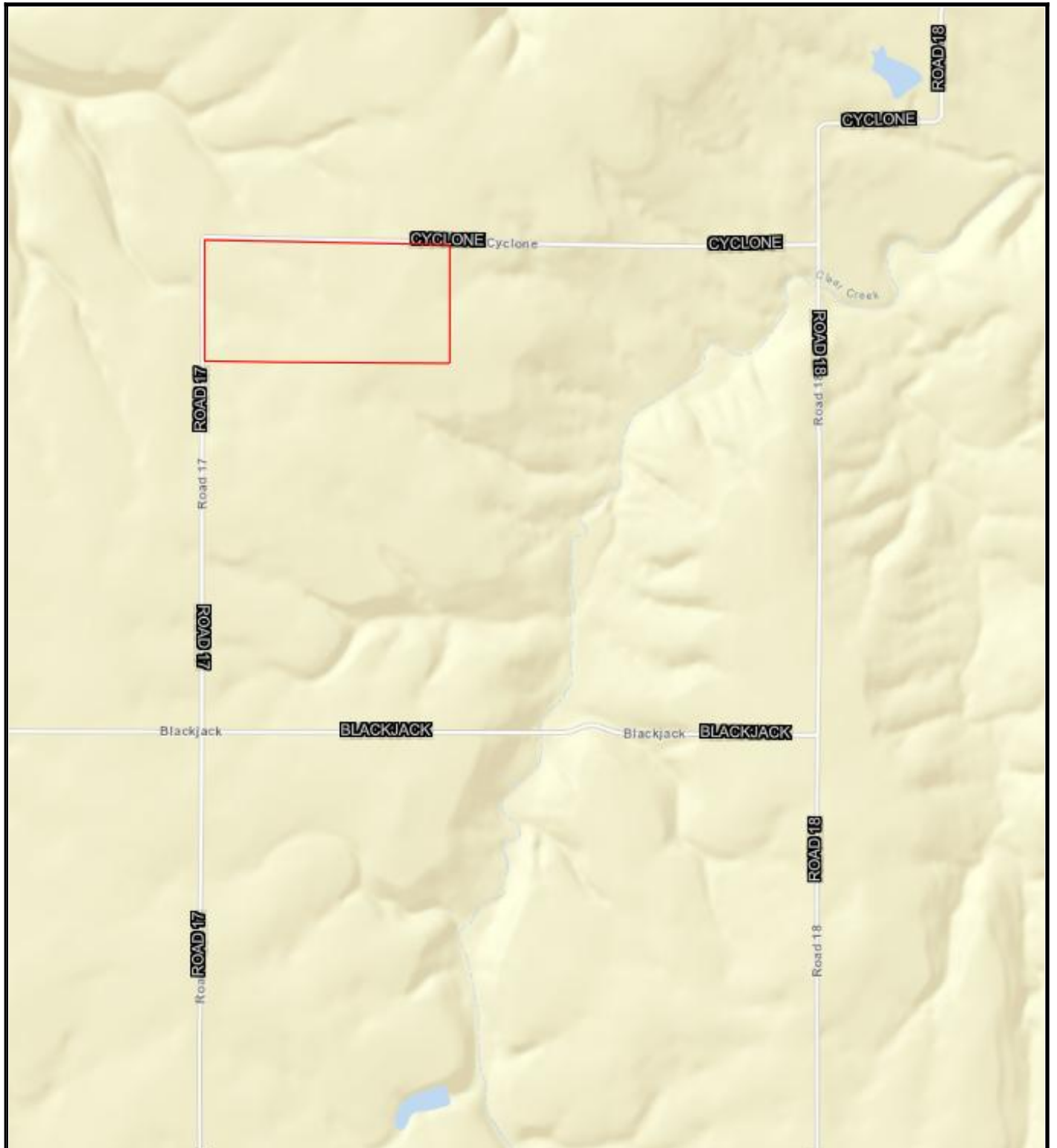
IMPORTANT NOTICE TO ALL BIDDERS: All the information contained in this brochure was obtained from sources believed to be correct but is not guaranteed. This property will be sold "as is, where is" and bidders shall only rely on their own information, judgment, and inspection of the property and records. This property will be sold subject to any applicable Federal, State, and/or Local Government Regulations. Property is subject to sale prior to the completion of the auction.

BROKER PARTICIPATION: At the completion of a successful closing, a fee of three percent (3%) of the buyer's premium will be paid by J.P. Weigand & Sons, Inc. to the broker properly registering and representing the successful bidder. Please visit WeigandAuctions.com for a detailed explanation of Terms and Conditions.



Rick Hopper | Auctioneer
620-229-3590 | rhopper@weigand.com

Aerial



2/25/2025

Property Details for PID: 0252242000000002000

Shareable link to Property Information :	https://www.kansasgis.org/orka/permalinkprop.cfm?parcelid=0252242000000002000
Shareable link to Map:	https://www.kansasgis.org/orka/permalink.cfm?parcelId=0252242000000002000
QuickRef ID :	R3583
Owner Name :	JONES, BETTY J
Location:	00000 CYCLONE, Elk Falls, KS 67345
Abbreviated Boundary Description:	ELK FALLS TOWNSHIP , ACRES 77.7 , N/2 NW/4 LESS R/W SECTION 20 TOWNSHIP 31 RANGE 11E
Owner Information:	
Owner	JONES, BETTY J
Mailing Address	5700 N 279TH ST W MR HOPE, KS 67108
Property Information:	
Type	Agricultural Use
Status	Active
Taxing Unit	ELK FALLS 060

Neighborhood Code	414
-------------------	-----

No Secondary Address Details found

Market Land Details:

Actual Width:	0
Eff. Width	0
Eff. Depth	0
Acres	0
Square Feet	0

No Permit Details found

No Orion Deed Book Page Details found

Additional Deed Book Page Details

Deed Book/Page 93 /414 M56 /377 94P /26 90 /157

Value Details

Current Final Value (Agricultural)	Year	2024
	Land	\$6,380.00
	Building	\$0.00
	Total	\$6,380.00

Current Final Value (Agricultural)	Year	2023
	Land	\$6,410.00
	Building	\$0.00
	Total	\$6,410.00

No Dwelling Details found

No Manufactured Home Details found

No Additional Dwelling Details found

No Other Improvements found

No Commercial Building Details found

No Commercial Building Section Details found

Ag Land Details

Acre Type :	No Acres :	Map Unit :	Irrig :	Well Depth :
Native Grass - NG	45.30	8649		
Native Grass - NG	32.40	8729		
Total Acres :	77.70			

No Ag Building Details found

1

2024

Statement #: 4280

Parcel #: 03780

Property Address: 0 CYCLONE - Elk Falls, KS 67345

Deed Name: BETTY J JONES

Quick Ref.: R3583

CAMA #: 224-20-0-00-00-002.00-0-01

Levy: 164.06500

Tax Unit: 60 - EF 282 ELK FALLS TWP

Real Estate

Date: 2/20/2025

TAX SUMMARY

First Half Tax: 157.01

Second Half Tax: 157.01

Total Tax: 314.02

MAKE CHECKS PAYABLE TO:

ELK COUNTY TREASURER

PO BOX 325

HOWARD, KS - 67349-0325

620-374-2256

Owner ID #: JONE00007

Owner Name: JONES, BETTY J

Care Of:

Owner Address: 5700 N 279TH ST W
MOUNT HOPE, KS 67108-9782

NOTE: PLEASE REMIT PAYMENT STUBS FOR PROPER CREDIT!!
If delinquent taxes are owed, PLEASE CALL OUR OFFICE FOR AMOUNT DUE PRIOR TO REMITTING PAYMENT.
CURRENT TAXES can be paid online at www.kansas.gov/propertytax/info

PROPERTY DESCRIPTION							
Subdivision:	EFT ELK FALLS TOWNSHIP	Block:		Lots:		Section: 20	Township: 31
Legal:	ELK FALLS TOWNSHIP , ACRES 77.7 , N/2 NW/4 LESS R/W SECTION 20 TOWNSHIP 31 RANGE 11E					Total Acres:	77.70
PROPERTY CLASS	ASSD RATE	PRIOR YEAR	ASSESSED VALUE CURRENT YEAR	APPRAISED VALUE CHANGE	% CHANGE	CURRENT TAX	
A AGRICULTURAL RURAL	30.0/25.0	1,923	1,914	6,380	-9	-0.47	314.02
THE FIRST \$8,625 IN RESIDENTIAL ASSESSED VALUE IS EXEMPT FROM THE STATEWIDE USD GENERAL FUND MILL LEVY.							
SPECIAL ASSESSMENTS / NRA							
Grand Total:							314.02
MILL LEVIES	PRIOR YEAR	CURRENT YEAR	% CHANGE				
State	1.500000	1.500000	0.00				
County	93.449000	94.371000	0.99				
ELK FALLS CEMETERY	3.232000	3.121000	-3.43				
ELK FALLS TWP	0.638000	0.616000	-3.45				
FIRE DISTRICT NO. 1 TOTAL	5.000000	5.000000	0.00				
ROLLING PRAIRIE EXT DISTRICT	2.181000	2.135000	-2.11				
SOUTHEAST KANSAS LIBRARY TOT	1.488000	1.446000	-2.82				
USD 282 - BOND & INTEREST	12.627000	12.862000	1.86				
USD 282 - OTHER TOTAL	18.615000	19.804000	6.39				
Districts Not Detailed above	23.359000	23.210000	-0.64				
Grand Total:	162.08900	164.06500	1.22				
TAX	PRIOR YEAR	CURRENT YEAR	\$ CHANGE		% CHANGE		
State	2.88	2.87	-0.01		-0.35		
County	179.70	180.63	0.92		0.52		
ELK FALLS CEMETERY	6.22	5.97	-0.24		-4.02		
ELK FALLS TWP	1.23	1.18	-0.05		-4.07		
FIRE DISTRICT NO. 1 TOTAL	9.62	9.57	-0.05		-0.52		
ROLLING PRAIRIE EXT DISTRICT #8	4.19	4.09	-0.11		-2.39		
SOUTHEAST KANSAS LIBRARY TOTAL	2.86	2.77	-0.09		-3.15		
USD 282 - BOND & INTEREST	24.28	24.62	0.34		1.40		
USD 282 - OTHER TOTAL	35.80	37.90	2.11		5.87		
USD 282 GENERAL	38.46	38.28	-0.18		-0.47		
WS 47 ELK RIVER - TOTAL	6.46	6.14	-0.32		-4.95		
Grand Total:	311.70	314.02	2.32		0.74		
REVENUE FROM PROPERTY TAX LEVIES	PRIOR YEAR	CURRENT YEAR	\$ CHANGE		% CHANGE		
State	3,186.77	3,294.86	108.08		3.39		
County	198,648.62	207,284.06	8,635.46		4.35		
ELK FALLS CEMETERY	6,873.04	6,858.69	-14.34		-0.21		
ELK FALLS TWP	1,356.73	1,353.68	-3.05		-0.22		
FIRE DISTRICT NO. 1 TOTAL	10,620.59	10,982.86	362.27		3.41		
ROLLING PRAIRIE EXT DISTRICT #8	4,636.11	4,690.01	53.90		1.16		
SOUTHEAST KANSAS LIBRARY TOTAL	3,161.86	3,176.67	14.81		0.47		
USD 282 - BOND & INTEREST	26,670.72	28,241.50	1,570.78		5.89		
USD 282 - OTHER TOTAL	39,621.94	43,513.69	3,891.75		9.82		
USD 282 GENERAL	38,500.17	38,304.38	-195.80		-0.51		
Districts Not Detailed above	7,144.93	7,055.32	-89.61		-1.25		
Grand Total:	340,421.48	354,755.72	14,334.24		4.21		

IF TAXES ARE NOT PAID BY THE DUE DATE, INTEREST PER ANNUM IS CHARGED.

DETACH AND REMIT WITH PAYMENT

1st HALF PAYMENT COUPON - 2024

FIRST HALF DUE: 12/23/2024

TAXPAYER ID #: JONE00007

STATEMENT #: 4280

PARCEL #: 03780

QUICK REF.: R3583

JONES, BETTY J

5700 N 279TH ST W

MOUNT HOPE, KS 67108-9782

PAID ON
12/12/2024

1ST HALF PAYMENT DUE: 0.00

DETACH AND REMIT WITH PAYMENT

2nd HALF / FULL PAYMENT COUPON - 2024

SECOND HALF DUE: 05/12/2025

TAXPAYER ID #: JONE00007

STATEMENT #: 4280

PARCEL #: 03780

QUICK REF.: R3583

JONES, BETTY J

5700 N 279TH ST W

MOUNT HOPE, KS 67108-9782

2ND HALF PAYMENT DUE: 157.01

Pav to ELK COUNTY Treasurer

Pav to ELK COUNTY Treasurer

Commitment Cover Page

Order Number: 3115580

Delivery Date: 02/18/2025

Property Address: 0 Cyclone Rd, Elk Falls, KS 67345

For Closing Assistance

Lindsey Rice
216 E. 9th Avenue
PO Box 541
Winfield, KS 67156
Office: (620) 221-0430
lrice@security1st.com

Tiffany Archer
216 E. 9th Avenue
PO Box 541
Winfield, KS 67156
Office: (620) 221-0430
tarcher@security1st.com

For Title Assistance

Diane Williams
216 E. 9th Avenue
PO Box 541
Winfield, KS 67156
Office: (620) 221-0430
dnwilliams@security1st.com

Buyer/Borrower

TBD
Delivered via: Electronic Mail

Agent for Seller

J.P. Weigand & Sons, Inc. - Belle Plaine
Attention: Cathy Sheets
415 E. 4th
PO Box 368
Belle Plaine, KS 67013
(316) 215-1359 (Cell)
(620) 488-2283 (Work)
(620) 488-2219 (Work Fax)
csheets@weigand.com
Delivered via: Electronic Mail

Seller/Owner

Betty J Jones
Delivered via: Electronic Mail

Agent for Seller

J.P. Weigand & Sons, Inc. - Belle Plaine
Attention: Diana Frazier
415 E. 4th, PO Box 368
Belle Plaine, KS 67013
dfrazier@weigand.com

Agent for Seller

J.P. Weigand & Sons, Inc. - Belle Plaine
Attention: Rick Hopper
415 E. 4th
PO Box 368
Belle Plaine, KS 67013
(620) 229-3590 (Cell)
(620) 488-2283 (Work)
(620) 488-2219 (Work Fax)
rhopper@weigand.com

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. 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

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Title Fee Invoice

Date:	02/18/2025	Buyer(s):	TBD
Order No.:	3115580	Seller(s):	Betty J Jones
Issuing Office:	Lindsey Rice Security 1st Title 216 E. 9th Avenue PO Box 541 Winfield, KS 67156	Property Address:	0 Cyclone Rd, Elk Falls, KS 67345

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (\$1,000.00)	\$415.00
	Total \$415.00
If Security 1st Title will be closing this transaction, the fees listed above will be collected at closing. Otherwise, please remit payment to the issuing office above.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Vesting Documents:

[Elk county recorded 07/21/1994 at book D90 page 129](#)

[Elk county recorded 12/05/2000 at book D93 page 414](#)

Tax Information:

[224-20-0-00-00-002.00-0-01](#)

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ALTA COMMITMENT FOR TITLE INSURANCE
issued by
Westcor Land 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 EXTRACONTRACTUAL 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, WESTCOR LAND TITLE INSURANCE COMPANY, a Colorado 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 Amount of Insurance 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.

WESTCOR LAND TITLE INSURANCE COMPANY



By: Mary O'Donnell
President
Attest: [Signature]
Secretary

Issuing Agent: Security 1st Title, LLC



Security 1st Title

Diane Williams
(620) 221-0430 (Work)
dnwilliams@security1st.com

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Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title, LLC	Buyer:	TBD
Issuing Office:	216 E. 9th Avenue PO Box 541 Winfield, KS 67156	Title Contact:	Diane Williams (620) 221-0430 (Work) dnwilliams@security1st.com
ALTA Universal ID:	0001152		
Loan ID Number:			
Commitment No.:	KS-C3115580		
Property Address:	0 Cyclone Rd, Elk Falls, KS 67345		

SCHEDULE A**1. Commitment Date:**

02/06/2025 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021

\$1,000.00

Proposed Insured: TBD

The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Betty J Jones

5. The Land is described as follows:

The North Half of the Northwest Quarter (N/2 NW/4) of Section 20, Township 31 South, Range 11 East of the 6th P.M., Elk County, Kansas.

Security 1st TitleBy: 

David Armagost, President

SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, and recorded in the Public Records.
5. **For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in the Conditions, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.**
6. **We require all general taxes and special assessments for the current year, and all previous years, to be paid in full or as otherwise agreed to by the parties. County tax information is hyperlinked on the Cover Page of this Commitment. General taxes and special assessments for the Land are currently taxed as follows, subject to interest and penalties:**

Tax Year: 2024

Full Amount: \$314.02, Half Paid; (2nd Half-157.01 due 5/10/25)

Tax Parcel Number: 03780

7. **Our search of the public records does not disclose a mortgage/deed of trust on the property. We must be advised if you have any knowledge of an unreleased mortgage/deed of trust, recorded or unrecorded. The Company reserves the right to make such further requirements as it deems necessary.**
8. **File a Warranty Deed from Betty J Jones, stating marital status and joined by spouse, if any, to TBD.**
Note: A Transfer on Death Deed was filed December 5, 2000 in Book D93, Page [414](#) naming Sharon L Kuepker as grantee beneficiary. Said Deed will no longer be effective upon the completion of this transaction.
9. **Provide this company with a properly completed and executed Owner's Affidavit.**

10. 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: 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.

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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 at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **General taxes and special assessments for the year 2025, and subsequent years, none now due and payable.**

NOTE: We reserve the right to amend the above exception if any taxes remain due and payable, but not delinquent, for the current tax year.

8. **Roadway easement, if any, over the North and West sides of subject property.**
9. **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.**

COMMITMENT CONDITIONS**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "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.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of 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.

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 is not liable for any other amendment to

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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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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.
- 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 IS 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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. 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

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TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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Notice of Privacy Policy
of
Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can also be found on WLTIC's website at www.wltic.com.

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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.)

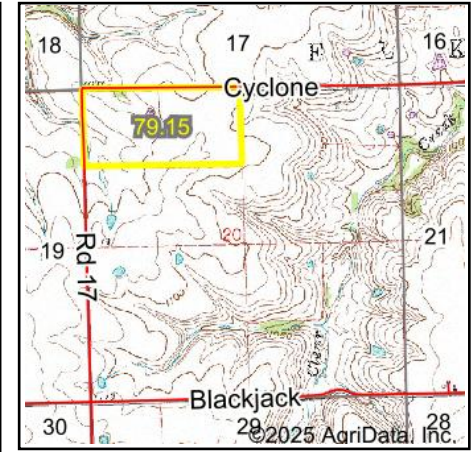
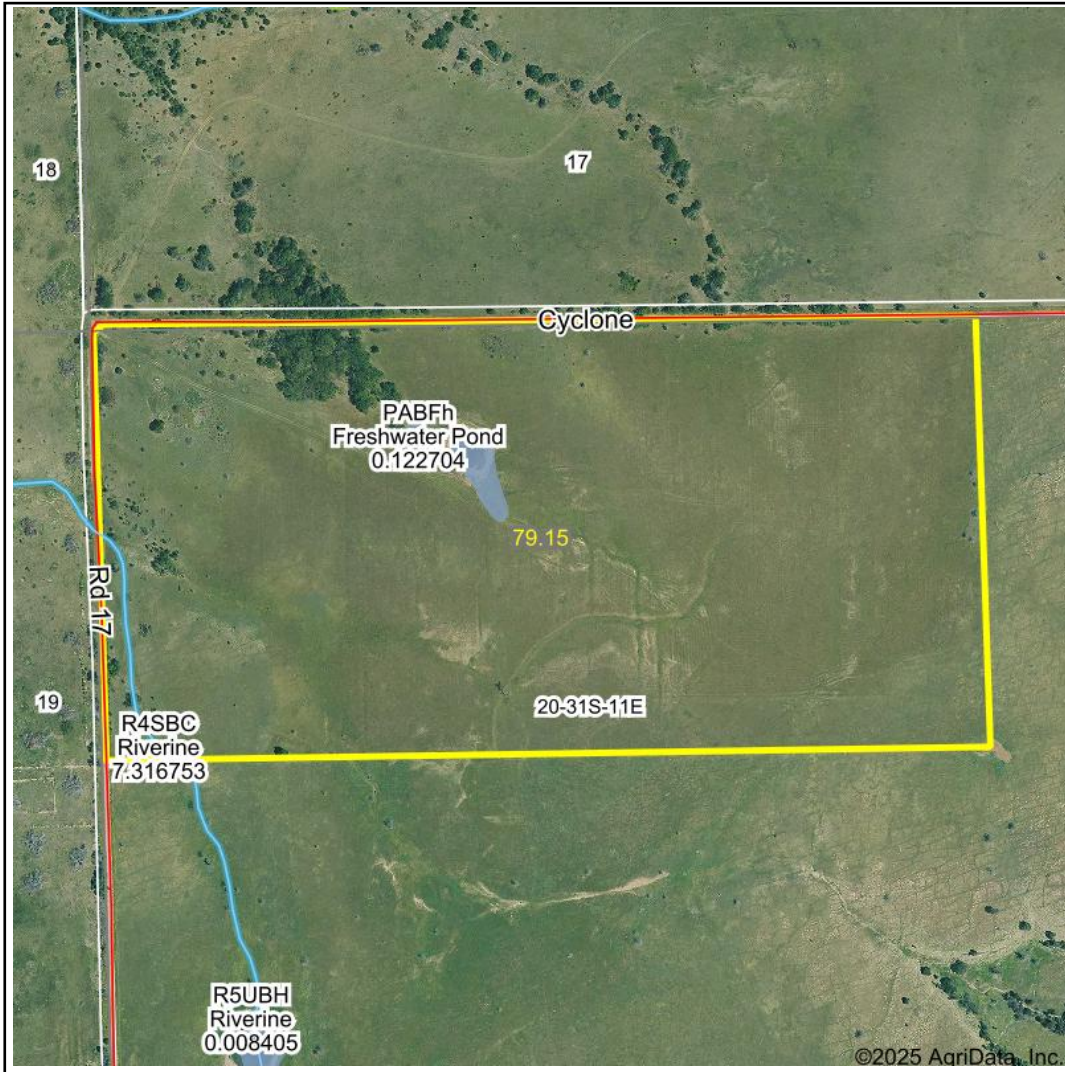
Sharing practices	
How often does Security 1st Title notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How does Security 1st Title protect my personal information?	To protect your personal information from unauthorized access and use, we use 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, 727 N. Waco, Suite 300, Wichita, KS 67203

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Wetlands Map



State: **Kansas**
 Location: **20-31S-11E**
 County: **Elk**
 Township: **Elk Falls**
 Date: **2/12/2025**



Maps Provided By:

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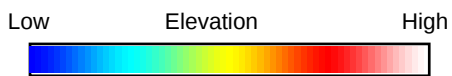
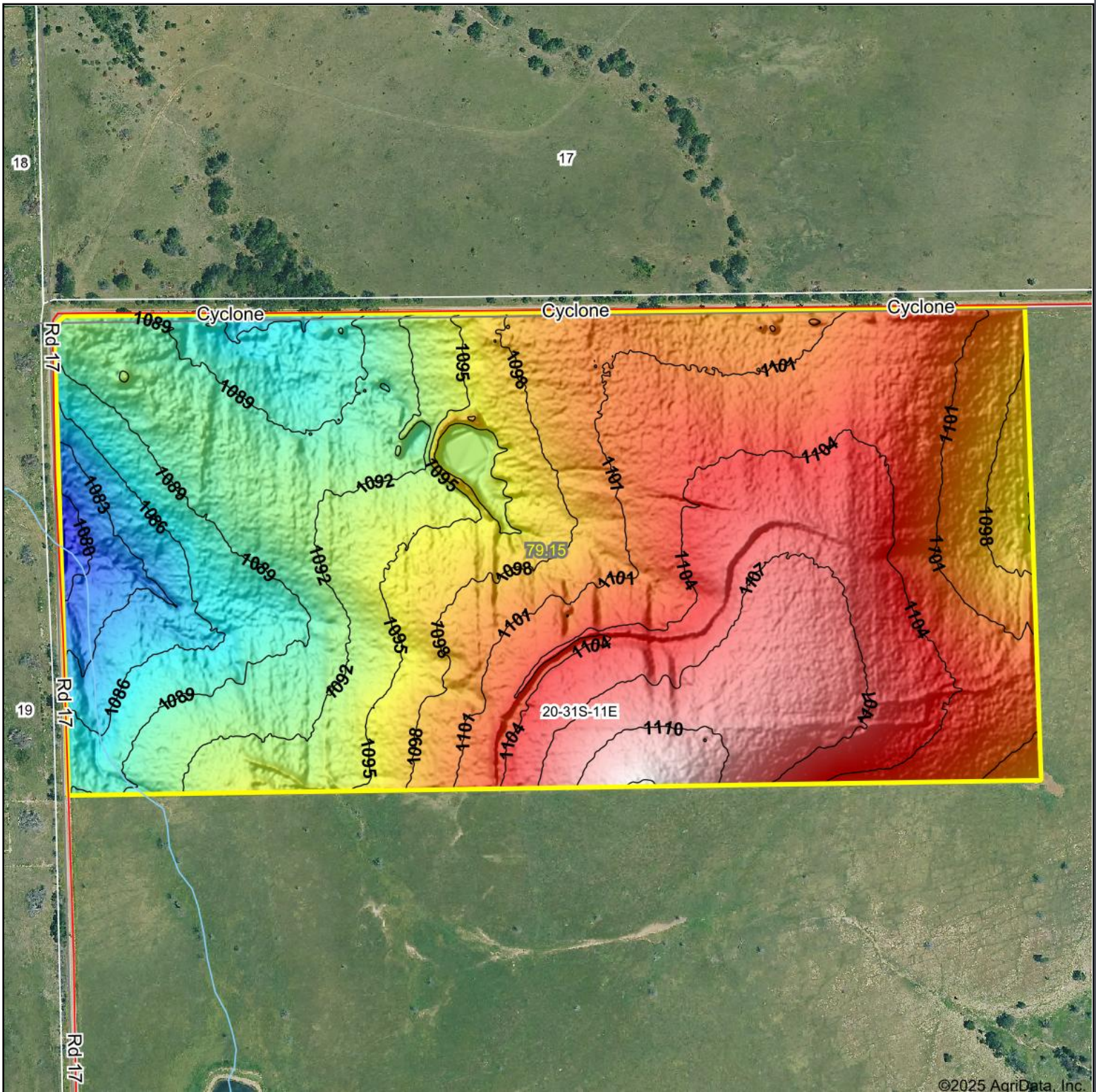


0ft 661ft 1323ft

Classification Code	Type	Acres
PABFh	Freshwater Pond	0.69
R4SBC	Riverine	0.34
Total Acres		1.03

Data Source: National Wetlands Inventory website. U.S. DoI, Fish and Wildlife Service, Washington, D.C. <http://www.fws.gov/wetlands/>

Topography Hillshade



Source: USGS 1 meter dem
Interval(ft): 3
Min: 1,077.7
Max: 1,113.3
Range: 35.6
Average: 1,097.5
Standard Deviation: 7.45 ft



20-31S-11E
Elk County
Kansas

Boundary Center: 37° 20' 33.32, -96° 13' 53.02



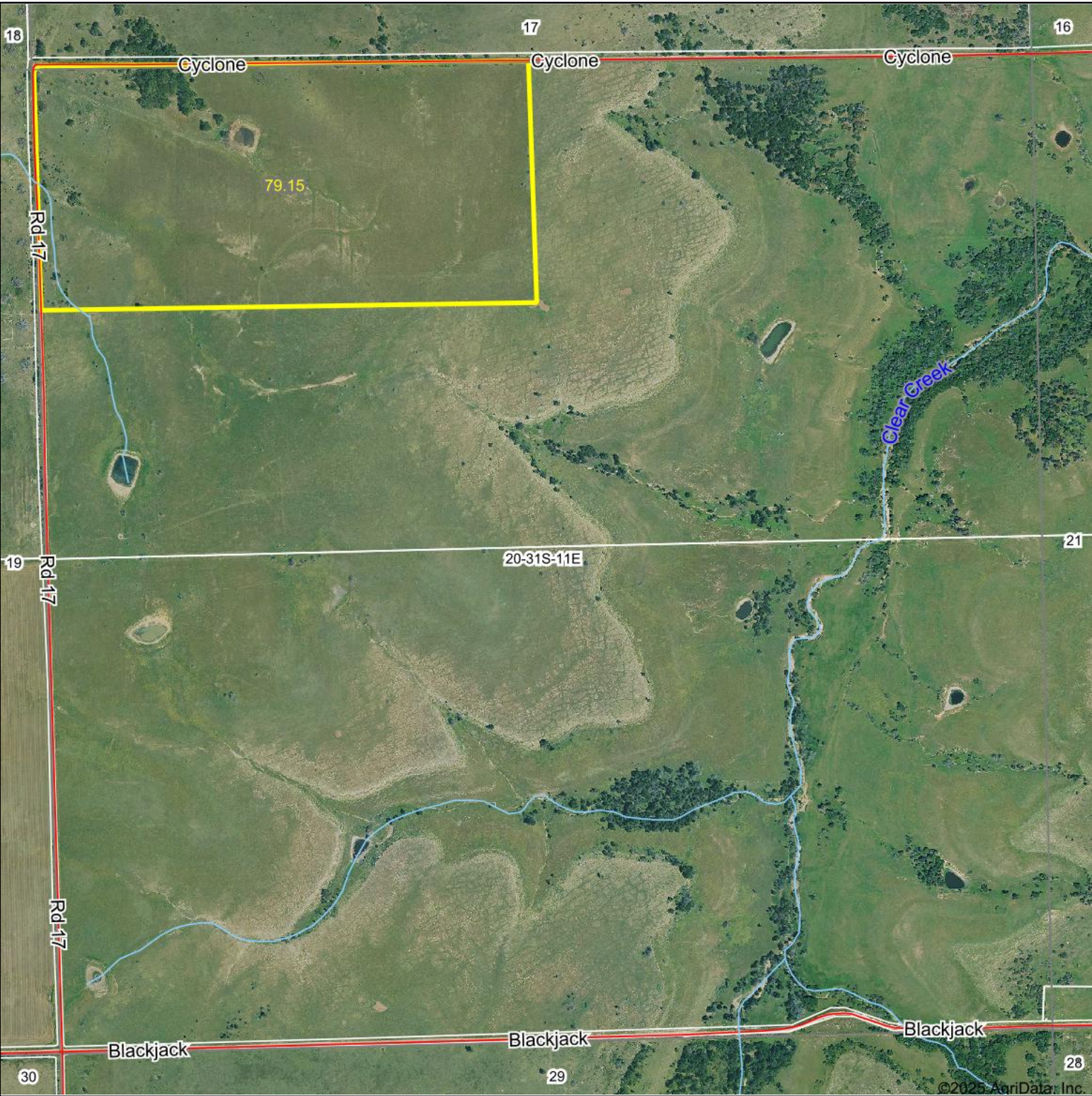
Maps Provided By:



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

Aerial Map



EST. 1902

WEIGAND

REAL ESTATE

Maps Provided By:

**surety**[®]

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Boundary Center: 37° 20' 33.32, -96° 13' 53.02

0ft 836ft 1673ft





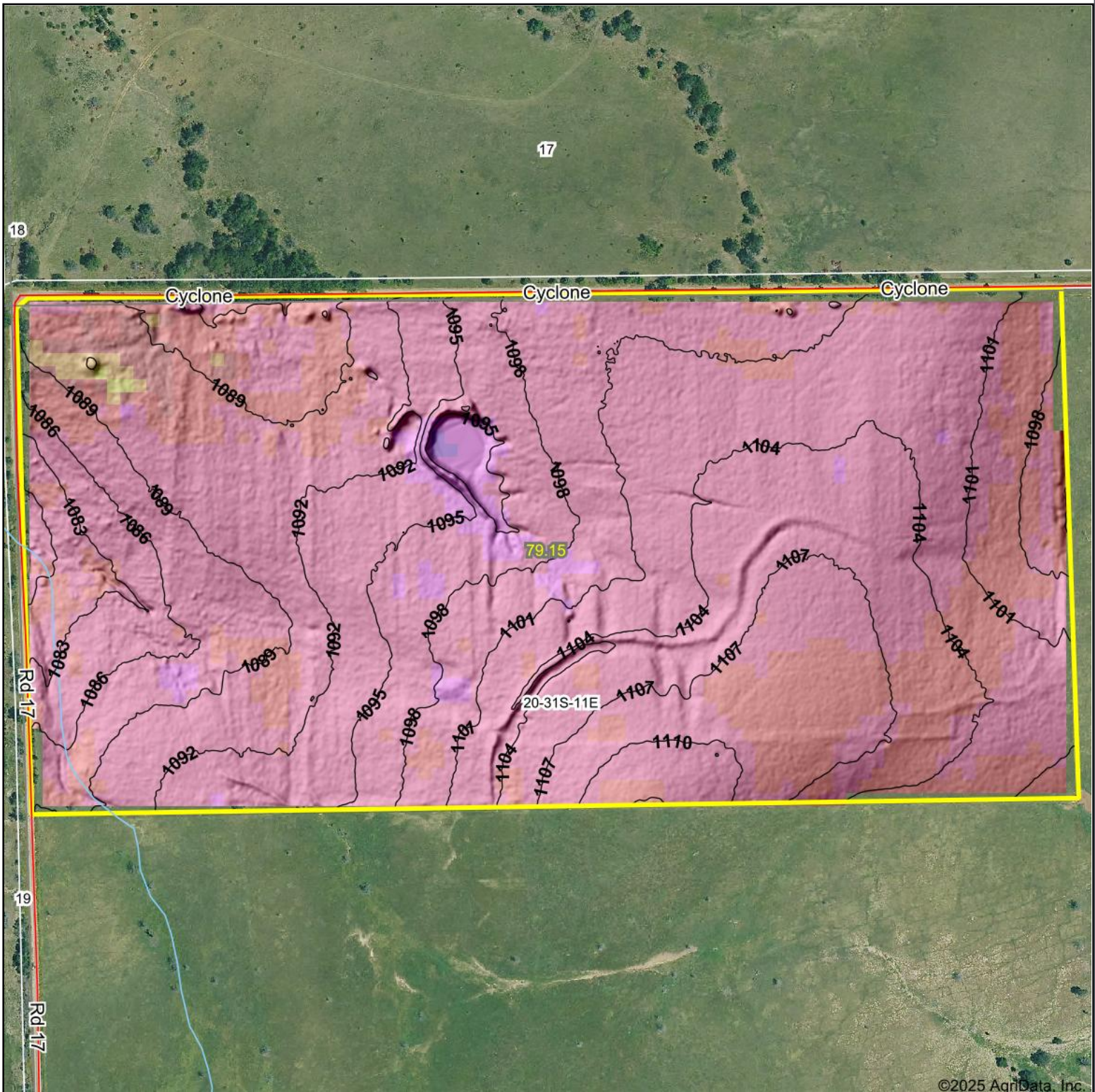
20-31S-11E
Elk County
Kansas

2/12/2025

21

SCROLL TO TOP

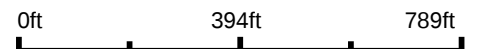
Plant Growth(NDVI) with Hillshade 2024



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Crop:



Maps Provided By:



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

Elevation Min: 1,077.7

Max: 1,113.3

Range: 35.6

Average: 1,097.5

Standard Deviation: 7.45 ft



2/12/2025

20-31S-11E

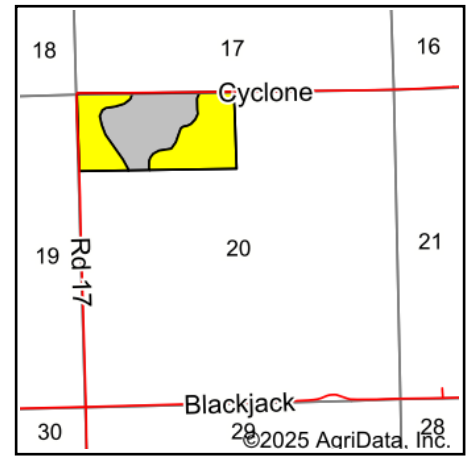
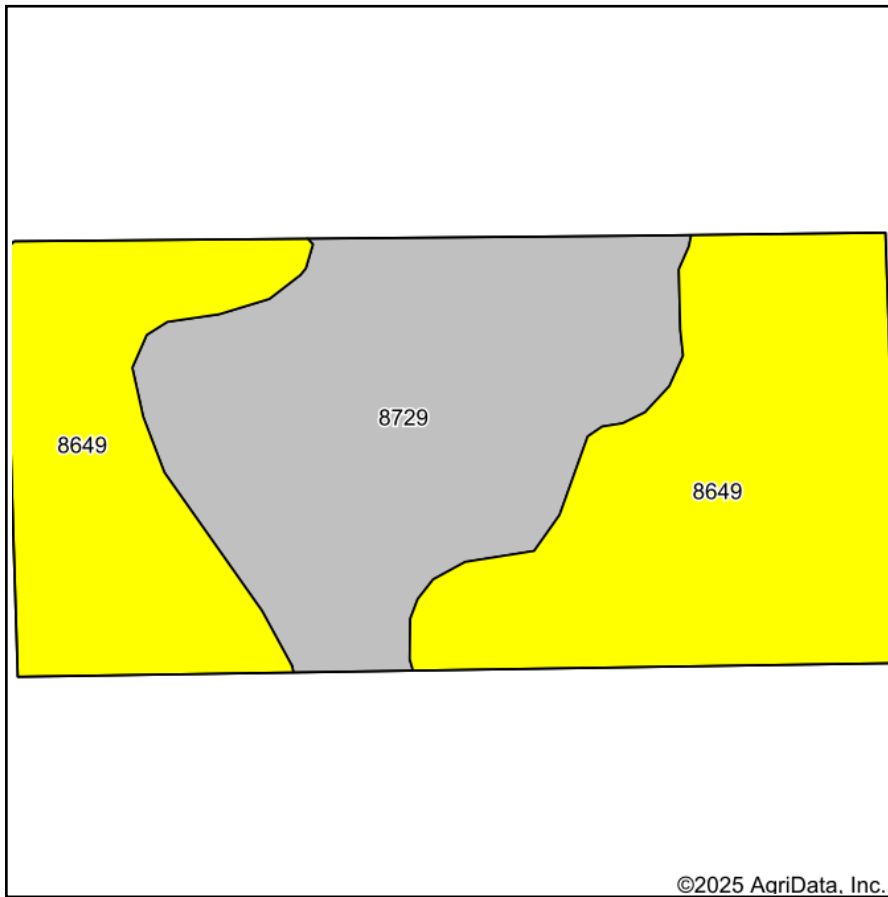
Elk County

Kansas

Boundary Center:

37° 20' 33.32, -96° 13' 53.02

Soils Map



State: **Kansas**
 County: **Elk**
 Location: **20-31S-11E**
 Township: **Elk Falls**
 Acres: **79.15**
 Date: **2/12/2025**



Maps Provided By:



Soils data provided by USDA and NRCS.

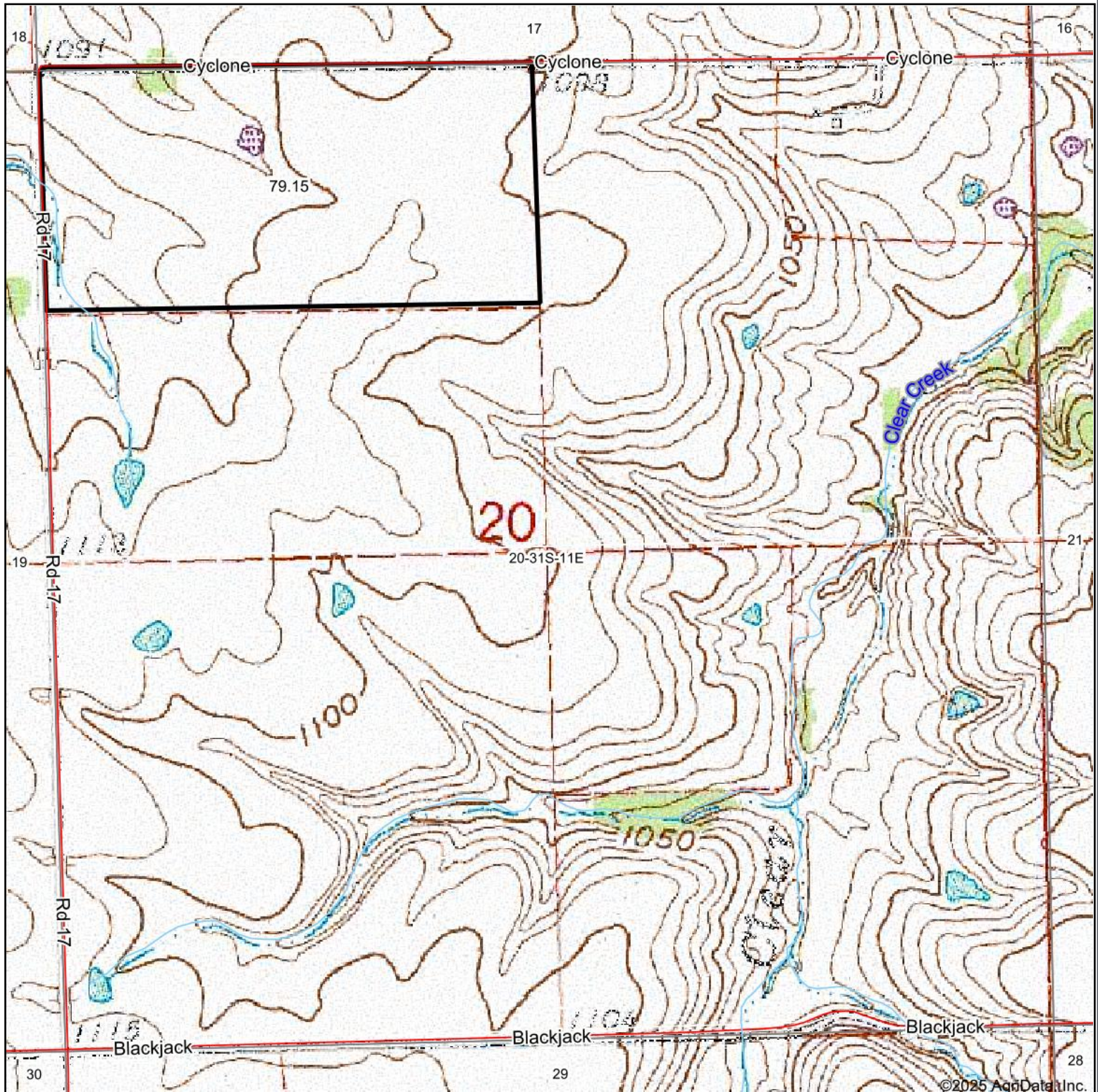
Area Symbol: KS049, Soil Area Version: 22													
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Water Table	Non-Irr Class *c	Irr Class *c	Range Production (lbs/acre/yr)	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains	*n NCCPI Soybeans	*n NCCPI Cotton
8649	Catoosa-Sogn complex, 0 to 8 percent slopes	46.44	58.7%		> 6.5ft.	IVe	IVe	4000	39	34	39	32	15
8729	Eram silt loam, 1 to 3 percent slopes	32.71	41.3%		1.5ft.	IIIe		4100	58	58	44	43	41
Weighted Average						3.59	*-	4041.3	*n 46.9	*n 43.9	*n 41.1	*n 36.5	*n 25.7

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

*c: Using Capabilities Class Dominant Condition Aggregation Method

*- Irr Class weighted average cannot be calculated on the current soils data due to missing data.

Topography Map



Maps Provided By:



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Map Center: 37° 20' 13.62, -96° 13' 36.47

20-31S-11E
Elk County
Kansas

0ft 836ft 1673ft



2/12/2025

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