Click photo to enlarge or view multi-photos.

M M 1

MLS #	533283	**AG Bedrooms**	3
Status	Active	**Total Bedrooms**	3.00
Type	Single Family OnSite Blt	**AG Full/Half Bath**	1 / 1
Address	402 W Augusta	**T Full/T Half/T Baths**	1 / 1 / 2
Address 2		**Approx AGLA/Src**	1795 / Court House
	Augusta , KS 67010	**Approx BFA/Src**	0.00 / Court House
County	Butler	**Approx TFLA**	1,795
Area	B12 - Augusta	**Garage Size**	1
Subdivision	MEADOWVIEW ACRES	**Original Price**	$0
Asking Price	$0	**Levels**	One Story
Elem School	Robinson	**Basement**	None
Middle School	Augusta	**Approximate Age**	51-80
High School	Augusta	**Year Built**	1960
Lot Size/SqFt	15839	**Acreage Range**	City Lot
Sale/Rent/Aucti...	Auction	**Number of Acres**	0.36

General Info

Level	Room Type	Dimensions	Floor
M	Master Bedroom	10x12	Carpet
M	Living Room	24x17	Carpet
M	Kitchen	10x8	Wood
M	Bedroom	9x10	Carpet
M	Bedroom	9x11	Carpet

Est. Completion Date

Potential Short Sale

Builder

Virtual Tour

AG OTHER ROOMS Workshop
Legal Block 2 Lot 7
Directions 54 Highway (7th) to Lulu N to Kelly, E to Park Ln N to Highland W to Augusta and home.
Old Total Baths 1.00

Features

APPLIANCES Dishwasher, Disposal, Range/Oven
BASEMENT FINISH None
EXTERIOR AMENITIES Patio, Covered Patio, Fence-Chain, Guttering, Handicap Access, Screened Porch, Sidewalks, Storage Building(s), Storm Door(s), Storm Windows/Ins Glass
NEIGHBORHOOD AMENITIES Golf Course, Jogging Path, Lake/Pond, Playground
INTERIOR AMENITIES Ceiling Fan(s), Handicap Access, Window Coverings-All

ARCHITECTURE Ranch
EXTERIOR CONSTRUCTION Frame, Masonry-Brick
LOT DESCRIPTION Corner
COOLING Central, Electric
KITCHEN FEATURES Range Hood
MASTER BEDROOM Master Bdrm on Main Level, 1/2 Bath/Master Bedroom
LAUNDRY Main Floor, 220-Electric
BASEMENT / FOUNDATION None, Crawl Space
OWNERSHIP Trust
WARRANTY No Warranty Provided
PROPERTY CONDITION REPORT No

FLOOD INSURANCE Unknown
ROOF Composition
FRONTAGE Paved Frontage
HEATING Forced Air, Gas
FIREPLACE Two, Living Room, Kitchen/Hearth Room
DINING AREA Dining L/Alcove, Formal
UTILITIES Sewer, Natural Gas, Public Water
GARAGE Attached, Opener
POSSESSION At Closing
DOCUMENTS ON FILE Lead Paint

Taxes & Financing

Assumable Y/N	No	**General Property Taxes**	$1,877.88	**General Tax Year**	2016
Yearly Specials	$0.00	**Total Specials**	$0.00	**Currently Rented Y/N**	No
Yearly HOA Dues		**HOA Initiation Fee**		**Earnest $ Deposited With**	Kansas Secured Title

Auction Info

Auction Location On Site
1 - Open for Preview
2 - Open for Preview
3 - Open for Preview
Broker Registration Req Yes
Earnest Money Y/N Yes
Terms of Sale 10% down-As Is Where Is-Balance At Closing

Type of Auction Sale Reserve
1 - Open/Preview Date
2 - Open/Preview Date
3 - Open/Preview Date
Earnest Amount %/$ 10.00
Personal Property Antiques, collectibles, furniture, tools, hunting, fishing, guns.

Method of Auction Live Only
Auction Date 5/6/2017
1 - Open Start Time
2 - Open Start Time
3 - Open Start Time
Buyer Premium Y/N Yes

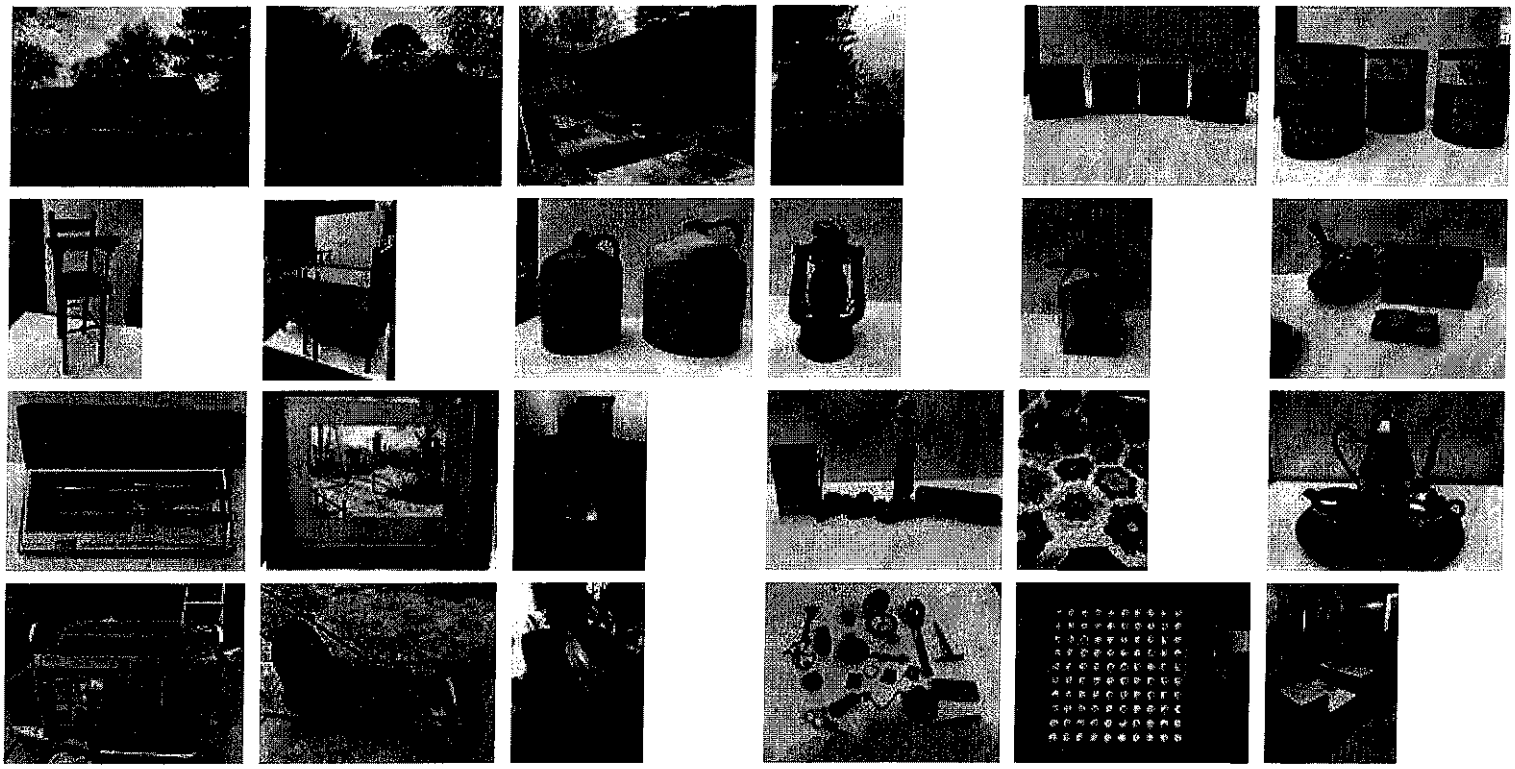
Auction Offering Real Estate & Personal Property
Auction Start Time 10:00am
1 - Open End Time
2 - Open End Time
3 - Open End Time
Premium Amount 10.00

Sold

How Sold	**Pending Date**	**Includes Lot Y/N**
Net Sold Price	**Closing Date**	**Previously Listed Y/N**
Sale Price		**Short Sale Y/N**

Comments

Public Remarks This is a beautiful one owner home selling at auction Saturday May 6th at 10:00 AM. This brick ranch home sits on a large lot shaded by mature trees and backs up to Garvin park and the Augusta city lake park. The home includes 3 bedrooms, 1.5 baths, dining room with fireplace, large 24X17 family room with fireplace, 1 car garage, separate hobby shop, galley kitchen, screened in patio, large storage shed, central heat and air conditioning, fenced yard and a dog run. This 1796 square foot home is in very good condition, the Duncan's have taken very careful care of it over the years. The woodwork is like new and the carpets are nice The home is pretty much move in ready except for any remodeling you would want to do. The location is incredible as Meadowview acres is surrounded by parks and recreation areas. This is the perfect long term family home where you can go for long walks in the park, play frisbee gold, watch a ball game in the evening, take the kids fishing and the list goes on and on. There are 2 fireplaces and a separate hobby shop for wood working or whatever your pastime is. Showings are available by appointment.



This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase.
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Realty Executives Sudduth Realty, Inc.

608 State Street, Augusta, KS 67010
316-775-7717

BUYER REGISTRATION AGREEMENT
Address: 402 W Augusta Augusta, KS 67010
Saturday, May 6th, 2017 10:00am

This form MUST be completed in order to bid on the aforementioned Real Estate. It is understood that a 10% Buyers Premium (Commission) will be added to the established Contract sales price and charged to the Buyer(s) at closing payable to Realty Executives Sudduth Realty & Auctions, Inc. and made part of the final HUD1 Settlement Statement. For example, a bid of $100,000 will be assessed a $10,000 Buyer's Premium payable at closing by Buyer(s). It is understood and hereby accepted by any and all potential Buyer(s) by signing below.

Property is being sold on an "AS IS – WHERE IS" basis. It is the responsibility of you the Buyer to insure that you understand the conduct of the Auction and have completed any and all desired inspections prior to the Auction.

BUYER SIGNATURE	DATE	PRINT NAME	PHONE #
BUYER SIGNATURE	DATE	PRINT NAME	PHONE #

ADDRESS

CITY, SATE, & ZIP

E-MAIL ADDRESS

Where did you hear about this auction?

_____ Email	_____ Wichita Eagle	_____ Butler County Times Gazette
_____ Facebook	_____ Internet	_____ Wichita Business Journal
_____ Sign	_____ Mail	
_____ Other _____		

REALTY EXECUTIVES INTERNATIONAL Sudduth REALTY

Seller's Agent

The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. The seller's agent is responsible for performing the following duties:

- Promoting the interests of the seller with utmost good faith, loyalty and fidelity;
- Protecting the seller's confidences, unless disclosure is required;
- Presenting all offers in a timely manner;
- Advising the seller to obtain expert advice;
- Accounting for all money and property received;
- Disclosing to the seller all adverse material facts about the buyer that the agent knows; and
- Disclosing to the buyer all adverse material facts actually known by the agent, including:
  - Environmental hazards affecting the property that are required to be disclosed;
  - The physical condition of the property;
  - Any material defects in the property, or in the title to the property; and
  - Any material limitation on the seller's ability to complete the contract.

The seller's agent has no duty to:

- Conduct an independent inspection of the property for the benefit of the buyer; or
- Independently verify the accuracy or completeness of any statement by the seller or any qualified third party.

Designated Seller's Agent

The designated agent is a seller's agent who has been designated by the broker to represent the seller to the exclusion of all other licensees affiliated with the firm. The designated agent performs all the duties of a seller's agent, while the other agents in the firm perform the duties of a transaction broker, unless they have a buyer agency agreement.

Buyer's Agent

The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. The buyer's agent is responsible for performing the following duties:

- Promoting the interests of the buyer with utmost good faith, loyalty and fidelity;
- Protecting the buyer's confidences, unless disclosure is required;
- Presenting all offers in a timely manner;
- Advising the buyer to obtain expert advice;
- Accounting for all money and property received;
- Disclosing to the buyer all adverse material facts that the agent knows; and
- Disclosing to the seller all adverse material facts actually known by the agent, including all material facts concerning the buyer's financial ability to perform the terms of the transaction.

The buyer's agent has no duty to:

- Conduct an independent investigation of the buyer's financial condition for the benefit of the seller; or
- Independently verify the accuracy or completeness of statements made by the buyer or any qualified third party.

Designated Buyer's Agent

The designated agent is a buyer's agent who has been designated by the broker to represent the buyer to the exclusion of all other licensees affiliated with the firm. The designated agent may show properties listed by other agents in the designated agent's firm. The designated agent performs all duties of a buyer's agent, while the other agents in the firm perform the duties of a seller's agent or a transaction broker.

Buyer _____

Buyer _____

Transaction Broker

The transaction broker is not an agent for either party, so the transaction broker does not advocate the interests of either party. The transaction broker is responsible for performing the following duties:

- Protecting the confidences of both parties, including the following information:
  - The fact that a buyer is willing to pay more;
  - The fact that a seller is willing to accept less;
  - The factors that are motivating any party;
  - The fact that a party will agree to different financing terms; and
  - Any information or personal confidences about a party that might put the other party at an advantage.
- Exercising reasonable skill and care;
- Presenting all offers in a timely manner;
- Advising the parties regarding the transaction;
- Suggesting that the parties obtain expert advice;
- Accounting for all money and property received;
- Keeping the parties fully informed;
- Assisting the parties in closing the transaction;
- Disclosing to the buyer all adverse material facts actually known by the transaction broker, including the following:
  - Environmental hazards affecting the property that are required to be disclosed;
  - The physical condition of the property;
  - Any material defects in the property or in the title to the property;
  - Any material limitation on the seller's ability to complete the contract.
- Disclosing to the seller all adverse material facts actually known by the transaction broker, including all material facts concerning the buyer's financial ability to perform the terms of the transaction.

The transaction broker has no duty to:

- Conduct an independent inspection of the property for the benefit of any party;
- Conduct an independent investigation of the buyer's financial condition;
- Independently verify the accuracy or completeness of statements made by the seller, buyer or any qualified third party.

PROPERTY TAX INFORMATION

BUTLER COUNTY, KANSAS

Return To County Website Logout

Current Tax Information

Type	CAMA Number	Tax Identification
RL	295 15 0 30 05 022 00 0	002-1274000
Owner ID	DUNC00067DUNCAN, CLETA L	
Taxpayer ID	DUNC00067DUNCAN, CLETA L	
402 W AUGUSTA		67010-

Tax History
Current Real Estate Detail
GIS Map
Print Friendly Version

Subdivision MEADOWVIEW ACRES **Block** 2 **Lot (s)** 7 **Section** 15 **Township** 27 **Range** 04

Year	Statement #	Line #	Warrant #	Specials Description	Specials Payoff	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
2016	0021589	001			0.00	938.94	938.94	938.94	Yes	No

Click on underlined tax year to see payment detail and where the tax dollars go.

* - Does not include interest, penalties and fees.

For delinquent tax pay off amount contact Butler County Treasurer 205 W. Central Ave, El Dorado, KS 67042, (316) 322-4210

Back To Search Results Back To Search Criteria

Real Estate Information

This database was last updated on 3/15/2017 at 9:24 PM

Return to County Website | Log Out
New Search | Back to Results
View GIS Map | View Tax Detail

Parcel Details for 008-295-15-0-30-05-022.00-0

Page 1 of 1

Owner Information

Owner's Name (Primary):	DUNCAN, CLETA L; LIV TR
Mailing Address:	402 W Augusta Ave

Property Address

Address:	402 W Augusta Ave Augusta, KS 67010

General Property Information

Deed Information

Neighborhood / Tract Information

Neighborhood:	241 Block: 2 Lot: 7
Tract:	Section: 15 Township: 27 Range: 04E
Tract Description:	MEADOWVIEW ACRES, S15, T27, R04E, BLOCK 2, Lot 7
Acres:	0.36
Market Acres:	0.36

Land Based Classification System

Property Factors

Appraised Values

Tax Year	Property Class	Land	Building	Total
2017	Residential - R	16,500	79,970	96,470
2016	Residential - R	16,500	80,920	97,420
2015	Residential - R	16,500	79,310	95,810
2014	Residential - R	18,260	77,550	95,810

Market Land Information

Type	Method	Area or Acres	Eff. Frontage	Eff. Depth	Est. Value
Regular Lot - 1	Sqft	15839.00			00

Influence #1: | Influence #2: | Influence Override:
Factor: | Factor: | Depth Factor:

Residential Information

Building #: 1

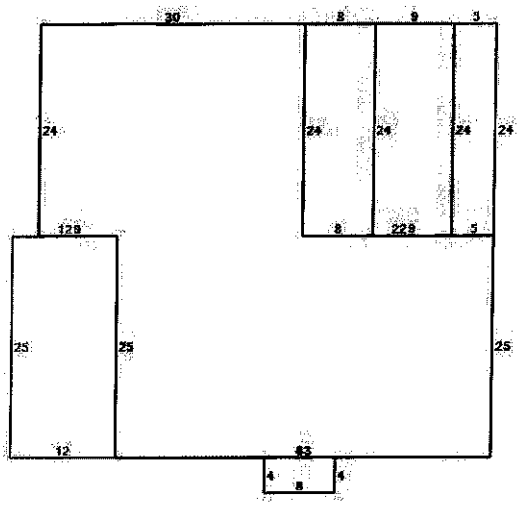
Sketch Vector

Dwelling Information

Residence Type: Residential/Agricultural - 1
Quality: AV
Year Built: 1980
Effective Year:
MS Style: 1
LBCS Structure: 3
Detached SFR unit
# of Units: 1
Total Living Area:
Calculated Area: 1,795
Main Floor LA: 1,795
Upper Floor LA %:
CDU: FR
Phys / Func / Econ: AV / N/A / N/A
Ovr % Good / RCN: /
Remodel:
% Complete:
Assessment Class:

Component Sales Information

Architectural Style: Ranch
Basement Type: Crawl - 2
Total Rooms: 6
Bedrooms: 3
Family Rooms: 1
Full Baths: 1
Half Baths: 1
Garage Capacity: 1 car
Foundation: Concrete - 2



Black = Original
Gray = Attached Garage (SF) 1
Red = Enclosed Porch (SF), Screened Walls 2
Fuchsia = Open Slab Porch (SF) 3
Teal = Wood Deck (SF) 4
Maroon = Raised Slab Porch (SF) with Roof 5

MU Class #1 / %: / MU Class #2 / %: /
MU Class #3 / %: /

Residential Components

Code / Description	Units	Percentage	Quality	Year
Attached Garage (SF)	300			
Garage Finish, Attached (SF)	300			
Enclosed Porch (SF), Screened Walls	192			
Open Slab Porch (SF)	216			
Veneer, Brick		100		
Composition Shingle		100		
Raised Subfloor (% or SF)	1,795			
Warmed & Cooled Air		100		
Plumbing Fixtures (#)	7			
Plumbing Rough-ins (#)	1			
Single 1-Story Fireplace (#)	2			
Automatic Floor Cover Allowance				
Storage Building, Wood (SF)	192		AV	1980
Wood Deck (SF)	120			
Raised Slab Porch (SF) with Roof	32			

Commercial Information [Information Not Available]

Other Building Improvement Information [Information Not Available]

Agricultural Information [Information Not Available]

Page 1 of 1

This parcel record was last updated on 3/16/2017 at 6 am.

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Version: 2.0.0.71 : 09/13/2016

Property Address: 402 W Augusta Augusta, KS

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) KS Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) KS Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home.*

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) MM Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller Trustee	Date 3/17/2017	Seller	Date
Purchaser	Date	Purchaser	Date
Agent	Date 3/16/17	Agent	Date

Chicago Title Insurance Company

File No. 5138232

COMMITMENT FOR TITLE INSURANCE

Issued By
Chicago Title Insurance Company

Chicago Title Insurance Company, ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

CHICAGO TITLE INSURANCE COMPANY

By

President

ATTEST

Secretary

72C10672

ALTA Commitment – 2006 with Kansas and Missouri Modifications

Issued by Authorized Agent:
Kansas Secured Title, Inc. - El Dorado
220 West Central Avenue, Suite 100
P.O. Box 393
El Dorado, Kansas 67042
Phone: 316-320-2410
FAX: 316-320-2452

File No: **5138232**

COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

By its Agent:
Kansas Secured Title, Inc. - El Dorado
220 West Central Avenue, Suite 100
P.O. Box 393, El Dorado, Kansas 67042
316-320-2410

Title Officer:	**Gia M. Garner**	File .:	**5138232**
Telephone:	**316-320-2410**	Revision No.:	
Email:	**ggarner@kstitle.com**	Customer File No.:	

SCHEDULE A

1. Effective Date: **March 22, 2017, 05:00 pm**

   Property Address: **402 W. Augusta Ave**
   Augusta, KS 67010

2. Policy (or Policies) to be issued:
   ALTA Owner's Policy (6-17-06) Policy Amount: **$230.00**
   Proposed Insured: **To Be Determined**
3. The estate or interest in the land described or referred to in this Commitment is:
   Fee Simple.

4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in:

   The Cleta L. Duncan Living Trust dated May 19, 2016

5. The land referred to herein is described as follows:

   See Exhibit "A" attached hereto and by this reference made a part hereof

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EXHIBIT "A"

The land referred to herein is described as follows:

Lot 7, Block 2, MEADOWVIEW ACRES ADDITION to the City of Augusta, Butler County, Kansas.

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File No: **5138232**

COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

By its Agent:
Kansas Secured Title, Inc. - El Dorado
220 West Central Avenue, Suite 100
P.O. Box 393, El Dorado, Kansas 67042
316-320-2410

SCHEDULE B

I. Requirements:

The following items need to be satisfied or released prior to closing. In the even these items are not satisfied or released they will show as exceptions on the policy(ies) when issued.

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest or mortgage to be insured.

3. We anticipate compliance with the following requirements:

The title examination reveals no open mortgages encumbering the real estate in question. Prior to closing, it will be necessary to confirm to the Company that there are no open mortgages relating to the real estate in question.

a. **RECORD a Trustee's Deed from The Cleta L. Duncan Living Trust dated May 19, 2016 to a buyer To Be Determined along with Real Estate Sales Validation Questionnaire.**

b. **Furnish for our approval a Certification of Trust that is given pursuant to KSA 58a-1013 of the KANSAS Uniform Trust Code, which must be executed by one of the current trustees of The Cleta L. Duncan Living Trust dated May 19, 2016.**

c. **FURNISH executed Owner's Affidavit and Certification.**

d. **FURNISH payment of taxes for second half of the year 2016 in the amount of $938.94. Taxes for the first half of the year 2016 and prior years are paid. Total taxes for the year 2016 are $1,877.88. (Key No. 002-1274000, Stmt. No. 21589) (Butler County Treasurer's Office 316-322-4210)**

24 month chain of title for informational purposes only:

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The following Deeds conveying title to the Land appear of record during the 24 months prior to the Effective Date hereof:

Warranty Deed from Cleta L. Duncan, an unmarried person, to The Cleta L. Duncan Living Trust dated May 19, 2016 filed May 25, 2016, in Book 2016, Page 4009.

NOTE: We reserve the right to make further requirements as we may deem necessary after receiving and examining the instruments required herein.

LOAN POLICY ENDORSEMENTS for Residential properties: ALTA 5 PUD, ALTA 8.1 Environmental, ALTA 9 Comprehensive and ALTA 14 Future Advance, ALTA 7 Manufactured Housing, as applicable, are included at no additional charge. For other endorsements, please contact our office.

CLOSING: If this transaction is to close at Kansas Secured Title, questions regarding closing, including scheduling, a closing protection letter and wiring instructions, should be directed to the Closing Department at: El Dorado, 316-320-2410, Augusta 316-775-6941 or Eureka 620-583-5941

REAL ESTATE TAX INFORMATION: Contact the Butler County Treasurer's office at 316-322-4210; Greenwood County Treasurer's Office at 620-583-8146

RECORDING FEES (Effective January 1, 2017 to December 31, 2017) are generally $18.00 for the first page and $14.00 for each additional page of each document. Recording fees for releases and assignments of a single mortgage are $17.00 for the first page and $4.00 for each additional page. Kansas Mortgage Registration Tax is payable at the rate of $1.00 per $1,000 of indebtedness. Checks for these fees should accompany the documents and be made payable to the Register of Deeds.

ANY DEED to be recorded must be accompanied by a Kansas Real Estate Sales Validation Questionnaire unless a valid exemption is stated on the face of the deed pursuant to KSA 17-1437.

REAL ESTATE TAXES are billed on November 1 of the tax year and are due and payable at that time. The first half becomes delinquent on December 20 of the tax year; the second half becomes delinquent on May 10 of the following year.

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COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

By its Agent:
Kansas Secured Title, Inc. - El Dorado
220 West Central Avenue, Suite 100
P.O. Box 393, El Dorado, Kansas 67042
316-320-2410

SCHEDULE B

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. *Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.*

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 circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.*

5. *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.*

6. *Taxes or special assessments which are not shown as existing liens by the public records.*

7. **General Taxes and Special Assessments for the year 2017 and subsequent years, not now due and payable.**

8. **Easements, restrictions, reservations, building set-back lines, notes and access limitations, if any, established by the Plat recorded in Book K, Page 39.**

9. **Restrictive Covenants filed February 19, 1958, and duly recorded in Book 221, Page 126 of the records of Butler County, Kansas, and except any instrument pertaining thereto.**

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NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 US.C. sub sec. 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. sub. sec. 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

10. **Outstanding oil and gas leases and outstanding title to all oil, gas and other minerals within and underlying the real estate in question vested in other persons and this policy does not insure against loss or damage by reason of the mining rights and other rights, privileges and immunities relating to such oil, gas and other minerals and does not insure against loss or damage due to operations on the surface of insured premises in connection with oil, gas and other minerals or by virtue of any existing or future oil and gas lease covering such premises, and except any instruments pertaining thereto.**

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Kansas Secured Title, Inc. - El Dorado/Title Midwest, Inc.

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal and/or financial information. We agree that you have a right to know how we will utilize the personal information you provide us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

APPLICABILITY
This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

TYPES OF INFORMATION
Depending upon which of our services you are utilizing, the type of nonpublic personal information that we may collect include:

Information we receive from you on applications, forms and in other communications to us, whether in writing, by telephone or any other means;
Information about your transactions with us, our affiliated companies, or others; and;
Information we receive from a consumer-reporting agent.

USE OF INFORMATION
We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insures, property and casualty insurers and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom our affiliated companies have joint marketing agreements.

FORMER CUSTOMERS
Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

CONFIDENTIALITY AND SECURITY
We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by the Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusion from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. *This paragraph is intentionally deleted.*