

Click photo to enlarge or view multi-photos.



MLS # 544879 **Sale/Rent/Auction** Auction
Status Active
Type Vacant Lot
Address 322 W North St
 Leon, KS 67074
County Butler
Area B24 - Leon
Subdivision WEST LEON TOWN CO ADDI...
Asking Price \$0 **Original Price** \$0
Class Land
Elem School Bluestem
Middle School Bluestem
High School Bluestem
Price Per Acre **Number of Acres** 0.53
Lot Size/SqFt 23250
Zoning Usage Single Family

General Info

Legal S21 T27 R06E W1/2 Lots 15 & 16
Directions Bluestem Rd to North St West to lot.

Features

SHAPE / LOCATION Rectangular	TOPOGRAPHIC Level
PRESENT USAGE None/Vacant	ROAD FRONTAGE Paved
UTILITIES AVAILABLE Electricity, Natural Gas, Public Water	IMPROVEMENTS None
OUTBUILDINGS None	MISCELLANEOUS FEATURES None
SALE OPTIONS None	FLOOD INSURANCE Unknown
OWNERSHIP Individual	POSSESSION At Closing
DOCUMENTS ON FILE None	PROPOSED FINANCING Other/See Remarks

Virtual Tour

Taxes & Financing

Yearly Specials \$0.00	General Taxes \$61.00	General Tax Year 2017
Yearly HOA Dues	Total Specials \$0.00	Earnest \$ Deposited With Kansas Secured Title
	HOA Initiation Fee 0.00	

Auction Info

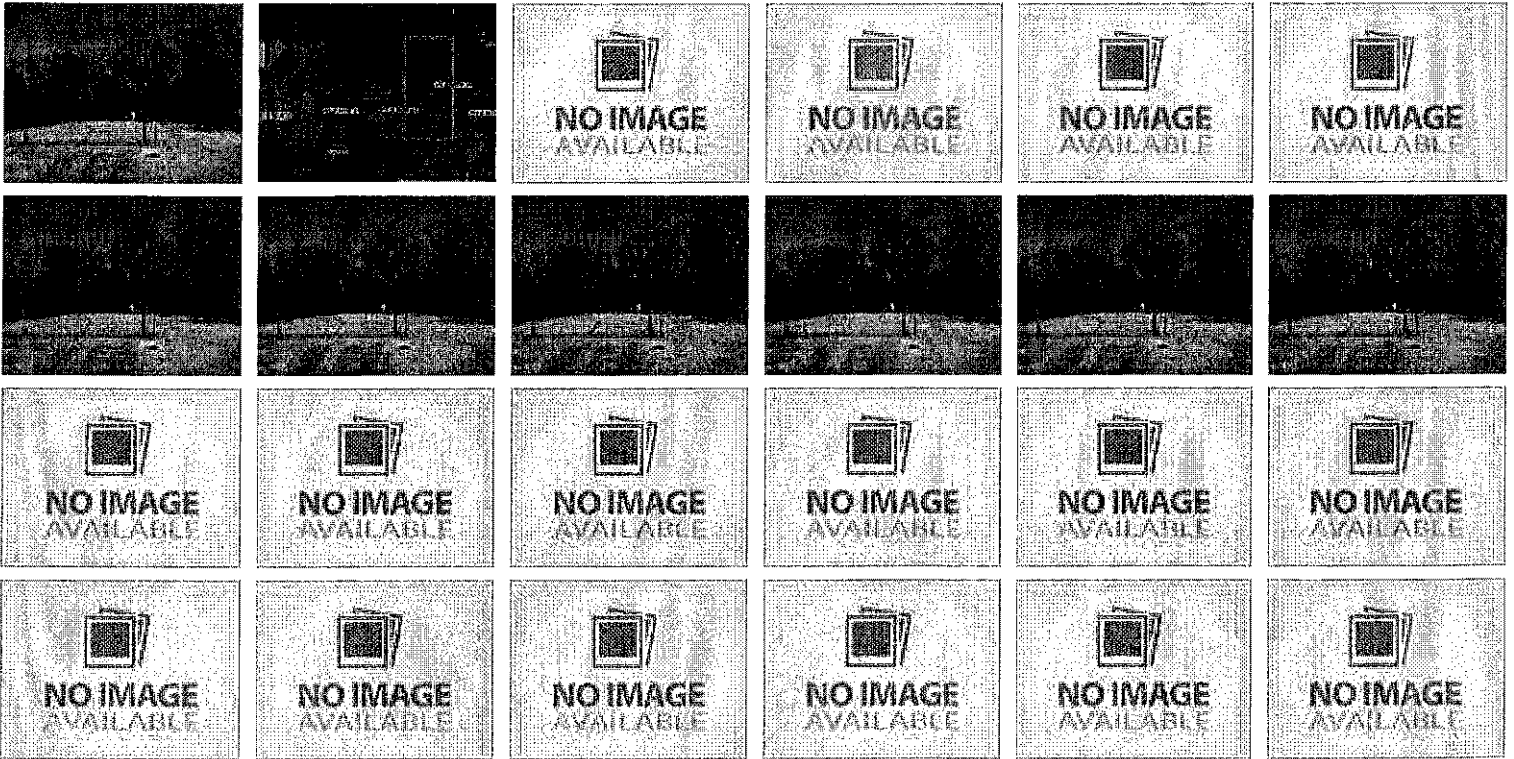
Auction Location 808 N Olive Leon	Type of Auction Sale Reserve	Method of Auction Live Only	Auction Offering Real Estate Only
1 - Open for Preview	1 - Open/Preview Date	Auction Date 1/13/2018	Auction Start Time 10:00am
2 - Open for Preview	2 - Open/Preview Date	1 - Open Start Time	1 - Open End Time
3 - Open for Preview	3 - Open/Preview Date	2 - Open Start Time	2 - Open End Time
Broker Registration Req No	Broker Reg Deadline	3 - Open Start Time	3 - Open End Time
Earnest Money Y/N Yes	Earnest Amount %/\$ 10.00	Buyer Premium Y/N Yes	Premium Amount 10.00

Sold

How Sold	Pending Date	Includes Lot Y/N
Net Sold Price \$0	Closing Date	Previously Listed Y/N
Sale Price		Short Sale Y/N

Comments

City of Leon Real Estate Liquidation. .53 Acre building lot right in town all city utilities available. The lot has mature shade trees and blacktop frontage, it's the perfect affordable set up for a new home. The final bid on this auction has to be approved by City Staff day of sale.



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. © Copyright 2018 South Central Kansas MLS, Inc. All rights reserved.

Realty Executives Sudduth Realty, Inc.

608 State Street, Augusta, KS 67010

316-775-7717

BUYER REGISTRATION AGREEMENT

Address: 322 W North Leon, KS

Saturday, January 13th, 2017 10:00am Sharp

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, STATE, & 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 _____



For the Customer:

Statement of Representation

Do not assume that an agent is acting on your behalf, unless you have signed a contract with the agent's firm to represent you.

As a customer, you represent yourself. Any information that you, the customer, disclose to the agent representing another party will be disclosed to that other party.

Even though licensees may be representing other parties, they are obligated to treat you honestly, give you accurate information, and disclose all known adverse material facts.

Our Firm's Policy

Firm Name: RE Sudduth Realty, Inc.

This firm authorizes its agent to act as:

- Seller's Agent
- Subagent (Seller's Agent)
- Designated Seller's Agent
- Buyer's Agent
- Designated Buyer's Agent
- Transaction Broker

Unless agreed differently in the listing agreement, the following is this firm's policy on offering cooperation and compensation to other agents:

- | | | |
|-------------------------------------|-------------------------------------|------------------------------|
| Yes | No | <i>Offer cooperation to:</i> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Subagents |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Buyer's Agents |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Transaction Brokers |

- | | | |
|-------------------------------------|-------------------------------------|-------------------------------|
| Yes | No | <i>Offer compensation to:</i> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Subagents |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Buyer's Agents |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Transaction Brokers |

The information above is provided to give you an understanding of this firm's policy. It is not a contract.

Real Estate Brokerage Relationships



The Choices

Furnished in compliance with
K.S.A. 58-30,110.

October 1997

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.

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.

Tear Here

Optional Acknowledgment

Completion of this acknowledgment is not required by law. However, our firm prefers to have your acknowledgment so we are sure your choices were explained to you.

Please acknowledge receipt of the brochure by circling either "seller" or "buyer" and signing below. This form is not a contract. If you choose to have an agent represent you, a written agency agreement must be signed.

Seller or Buyer

Date

Seller or Buyer

Date

Terms and Conditions

Thank you for participating in today's auction. The auction will be conducted by Realty Executives Sudduth Realty & Auctions, Inc. ("Sudduth Realty") on behalf of the owner(s) of the real estate (the "Seller"). The real estate offered for sale at auction (the "Real Estate") is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from Realty Executives Sudduth Realty & Auctions, Inc. It is important that you familiarize yourself with the terms of the auction, as buying real estate at auction is final and irrevocable. The terms of the auction are not subject to change or negotiation after the fact. Please review all available printed materials and listen to the auction announcements for specifications, updates term modifications, or disclosures.

1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, the auction announcements, and the Contract for Purchase and Sale. Bidder further acknowledges receiving a copy of these Terms and Conditions for their records.
2. The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from Seller or Sudduth Realty, including, but not limited to, the following the condition of the Real Estate; the Real Estate's suitability for any or all activities or uses; the Real Estate's compliance with any laws, rules, ordinances, regulation, or codes of any applicable government authority; the Real Estate's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding including but not limited to the following: roof; structure, termite, environmental, survey, encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mild; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information, flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has been provided an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspection or accepts the risk of not having done so. Any information provided by Seller or Sudduth Realty has been obtained from a variety of sources. Seller and Sudduth Realty have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder's own investigation of the Real Estate and not on any information provided or to be provided by Seller or Sudduth Realty.
3. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. Sudduth Realty may not be held responsible for the correctness of any such representation or warranties or for the accuracy of the description of the Real Estate.
4. There will be a 10% buyer's premium (\$1,000.00 minimum unless otherwise noted) added to the final bid. The buyer's premium, together with final bid amount, will constitute the total purchase price of the Real Estate.
5. The Real Estate is not offered contingent upon financing.
6. In the event the Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of personal check, cashier's check, or immediately available certified funds and in the amount set forth by Sudduth Realty. The balance of the purchase price will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by seller and bidder on the contract.
7. Auction announcement take precedence over anything previously stated or printed, including these Terms and Conditions.
8. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
9. In the event Bidder is the successful bidder at the auction, Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. In the event that Bidder is the successful bidder but fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these signed Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.
10. It is the responsibility of Bidder to make sure that Sudduth Realty is aware of Bidder's attempt to place a bid. Sudduth Realty disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. Sudduth Realty is not responsible for errors in bidding and Bidder releases and waives any claim against Sudduth Realty for bidding errors.
11. Bidder authorizes Sudduth Realty to film, photograph, or otherwise record the voice or image of Bidder and any guest or minor accompanying Bidder at this auction and to use the films, photographs, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
12. Broker/agent participation is invited. Broker/agents must pre-register with Sudduth Realty no later than 5p.m. 2 business days prior to auction date by completing the Broker Registration Form, available on SudduthRealty.com.
13. Sudduth Realty is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will Sudduth Realty be liable to Bidder for any damages arising out of or related to this auction, The Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract for Purchase and Sale.
14. Neither Seller nor Sudduth Realty, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the Real Estate. Any person entering on the premises assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and Sudduth Realty expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the Real Estate, whether obvious or hidden. Seller and Sudduth Realty are not responsible for any lost, stolen, or damaged property.
15. To the extent permitted under applicable law, Sudduth Realty has the right to establish all bidding increments.
16. Sudduth Realty may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.
17. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or nation origin.
18. These Terms and Conditions are binding on Bidder and Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
19. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.
20. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas.

City of Tulsa
By: L. Gerald Schuyf 12-6-17
 Seller Date

 Buyer Date

 Buyer Date



608 State St Augusta, KS 67010
 316-775-7717
 www.SudduthRealty.com

rev. 03/10/2017



[Return To County Website](#) [Logout](#)

Current Tax Information

Type RL **CAMA Number** 275 21 0 20 17 014 00 0 **Tax Identification** 010-243000

Owner ID LEON00052LEON, CITY OF

Taxpayer ID LEON00052LEON, CITY OF

322 W NORTH

67074-

Subdivision WEST LEON TOWN COMPANY AD **Block** **Lot (s)** W/2 15 & 16 **Section**21 **Township**27 **Range**06

[Tax History](#)
[Current Real Estate Detail](#)
[GIS Map](#)
[Print Friendly Version](#)

Year	Statement #	Line #	Warrant #	Specials Description	Specials Payoff	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
<u>2017</u>	0035744	001			0.00	30.42	30.42	60.84	No	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

L. G. L.

[Back To Search Results](#)

[Back To Search Criteria](#)

Real Estate Information



This database was last updated on 12/3/2017 at 9:26 PM

[Return to County Website](#) | [Log Out](#)

Parcel Details for 008-275-21-0-20-17-014.00-0 - Printer Friendly Version

Owner Information	
Owner's Name (Primary):	LEON, CITY OF
Mailing Address:	111 S Main St Leon, KS 67074-9785
Property Address	
Address:	322 W North St Leon, KS 67074
General Property Information	
Property Class:	Residential - R
Living Units:	
Zoning:	
Neighborhood:	861
Taxing Unit:	010
Deed Information	
Document #	Document Link
2016-7985	View Deed Information
1287-0162	View Deed Information
1287-0157	View Deed Information
1279-0116	View Deed Information

L.S.D.

Neighborhood / Tract Information	
Neighborhood:	861
Tract:	Section: 21 Township: 27 Range: 06E
Tract Description:	WEST LEON TOWN COMPANY ADD, S21, T27, R06E, Lot Block Info W/2 15 & 16
Acres:	0.53
Market Acres:	0.53

Land Based Classification System	
Function:	Accessory residential support use (garage/shed)
Activity:	Residential activities
Ownership:	Private-fee simple
Site:	Developed site - with buildings

Property Factors			
Topography:	Level - 1	Parking Type:	Off Street - 1
Utilities:	All Public - 1	Parking Quantity:	Adequate - 2
Access:	Paved Road - 1	Parking Proximity:	On Site - 3
Fronting:	Residential Street - 4	Parking Covered:	
Location:	Neighborhood or Spot - 6	Parking Uncovered:	

Appraised Values				
Tax Year	Property Class	Land	Building	Total
2017	Residential - R	3,680	30	3,710
2016	Residential - R	3,680	30	3,710
2015	Residential - R	3,680	30	3,710
2014	Residential - R	3,680	00	3,680

Market Land Information					
Type	Method	Area or Acres	Eff. Frontage	Eff. Depth	Est. Value
Regular Lot - 1	Sqft	23205.00			3,680
Influence #1:		Influence #2:		Influence Override:	
Factor:		Factor:		Depth Factor:	

T.S.L.



SERVICE BEYOND EXPECTATION

Kansas Secured Title, Inc. - El Dorado
 P.O. Box 393
 220 W. Central Ave., Suite 100
 El Dorado, Kansas 67042
 Phone: 316-320-2410 Fax: 316-320-2452

Transaction Information

The information in this section is provided as a courtesy and is not a part of the commitment.

KST File 5139354	Loan No.	Customer File
	Your Closer is:	
If KST is to handle closing and closer is listed please contact our office.		
	Your Title Officer is	
Debbie Shaver	316-320-2410	dshaver@kstitle.com

Buyer:	City of Leon
Seller:	City of Leon
Property Address:	322 W. North St Leon, KS 67074

INFORMATION FROM THE COUNTY TAX RECORDS:

Tax ID 10-243000

Taxes for 2017:

General Tax: \$60.84

Special Assessments: \$0.00

Total: \$60.84

2017 taxes are unpaid.

TITLE CHAIN: FOR INFORMATION WE NOTE THE FOLLOWING DEED(S) APPEARING ON THE RECORD:

Sheriff's Deed Deed from Sheriff of Butler County, Kansas, to City of Leon, recorded September 26, 2016, in Book 2016, Page 7985.

No other instrument conveying title to the land appears within the 24 months preceding the date of this commitment. This information is shown to evidence transfers of title within the last 24 months and should not be construed as an abstract or representation of title.

E-RECORDING: OUR COMPANY E-RECORDS IN ALL COUNTIES WHERE THIS SERVICE IS OFFERED. An electronic recording service fee of \$5.00 per document will be assessed at the time of recording.

LOAN POLICY ENDORSEMENTS ALTA 4 Condominium, ALTA 5 P.U.D., ALTA 6, 6.1 or 6.2 Variable Rate, ALTA 8.1 Environmental and ALTA 9 Comprehensive, as applicable, are included at no additional charge. For other endorsements please contact our office.

CLOSING FUNDS, pursuant to KSA 40-1137(c) , funds for closing in excess of \$1,500.00 must be in the form of a wire transfer or bank issued check (cashier's, tellers, money order).

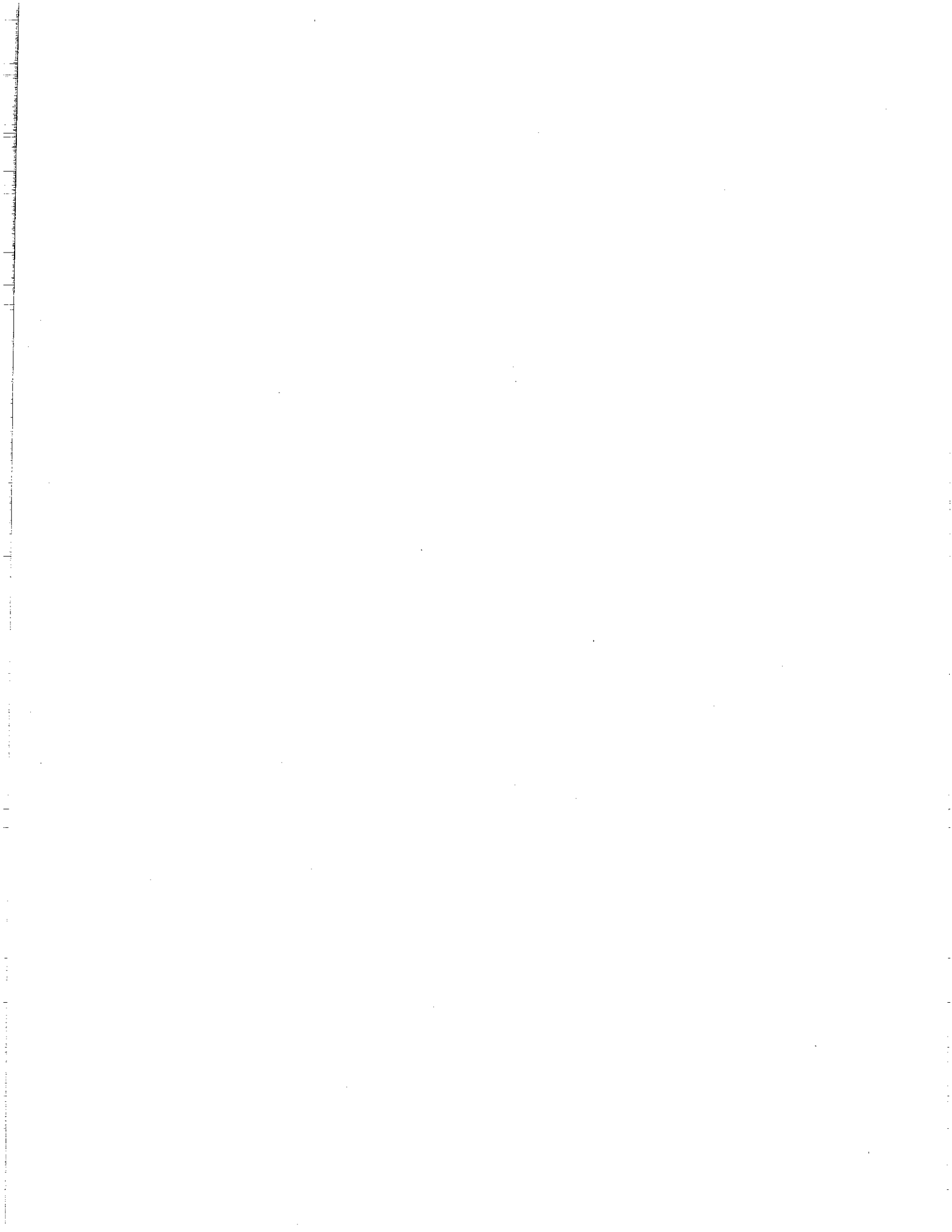
RECORDING FEES

For 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 will be \$17.00 for the first page and \$4.00 for each additional page. Kansas Mortgage Registration Tax will be payable at the rate of \$1.00 per \$1000 of indebtedness.

For 2018 are generally \$21.00 for the first page and \$17.00 for each additional page of each document. Recording fees for releases and assignments of a single mortgage will be \$20.00 for the first page and \$4.00 for each additional page. Kansas Mortgage Registration Tax will be payable at the rate of \$0.50 per \$1000 of indebtedness.

ANY DEED to be recorded must be accompanied by a Kansas Real Estate Sales Validation Questionnaire (original form, in triplicate) 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.



COMMITMENT FOR TITLE INSURANCE

Issued by
Chicago Title Insurance Company

SCHEDULE A

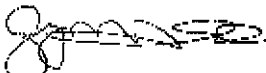
File No: 5139354	Revision.	Customer File
------------------	-----------	---------------

1. Commitment Date: December 18, 2017, 5:00 pm
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy Premium Amount:
 Proposed Insured: City of Leon
 Proposed Policy Amount: \$1,000.00
 - (b) 2006 ALTA® Loan Policy Premium Amount:
 Proposed Insured:
 Proposed Policy Amount:
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 Commitment Date vested in:

The City of Leon
5. The land referred to in this Commitment is described as follows:

The West Half of Lots 15 and 16, WEST LEON TOWN COMPANY'S ADDITION to the Town,
now City of Leon, Butler County, Kansas.

By
Countersigned
Kansas Secured Title, Inc. - El Dorado

By 

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



COMMITMENT FOR TITLE INSURANCE
Issued by
Chicago Title Insurance Company
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, delivered, and recorded in the Public Records.
5. FURNISH executed Owner's Affidavit and Certification as prescribed by the Company.
6. Record Warranty Deed from City of Leon, , to City of Leon, together with Kansas Real Estate Validation Questionnaire fully completed and signed to accompany said Deed.
7. The Company requires a copy of the fully executed sales contract setting forth the names of all parties and the sales price of the subject property and this commitment must be updated to show any additional exceptions and/or requirements prior to closing.
8. Pay the 2017 real estate taxes.

End of Requirements

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



COMMITMENT FOR TITLE INSURANCE
Issued by
Chicago Title Insurance Company
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 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 and special taxes for the year 2017 and subsequent years.

End of Exceptions

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



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
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



- (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.

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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.



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 insurers, 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.