

Click photo to enlarge or view multi-photos.



<b>MLS #</b>	551792	<b>AG Bedrooms</b>	0
<b>Status</b>	Active	<b>Total Bedrooms</b>	0.00
<b>Type</b>	Comm Hsing/Condo/TH/Co-Op	<b>AG Full/Half Bath</b>	1 / 0
<b>Address</b>	412 State St	<b>T Full/T Half/T Baths</b>	1 / 0 / 1
<b>Address 2</b>		<b>Approx AGLA/Src</b>	1032 / Measured
	Augusta, KS 67010	<b>Approx BFA/Src</b>	0.00 / Measured
<b>County</b>	Butler	<b>Approx TFLA</b>	1,032
<b>Area</b>	B12 - Augusta	<b>Garage Size</b>	0
<b>Subdivision</b>	ORIGINAL TOWN-AUGUSTA	<b>Original Price</b>	\$0
<b>Asking Price</b>	\$0	<b>Levels</b>	2 Story
<b>Elem School</b>	Garfield	<b>Basement</b>	None
<b>Middle School</b>	Augusta	<b>Approximate Age</b>	81+
<b>High School</b>	Augusta	<b>Year Built</b>	1918
<b>Lot Size/SqFt</b>	3083	<b>Acreage Range</b>	City Lot
<b>Sale/Rent/Aucti...</b>	Auction	<b>Number of Acres</b>	0.07

**General Info**

Level	Room Type	Dimensions	Floor
U	Master Bedroom	24x12	Wood
U	Living Room	24x19	Wood
U	Kitchen	13'11x11'3	Wood
U	Loft	24x31	Other

**Est. Completion Date**  
**Builder**  
**Virtual Tour**  
**Potential Short Sale**

**AG OTHER ROOMS** Loft  
**Legal** Block 17, Lot 18, Sec 27, Twp 27, Range 04E  
**Directions** US 400 and State St, go south on State St to property on east side of road.  
**Old Total Baths**

**Features**

**APPLIANCES** Refrigerator, Range/Oven  
**EXTERIOR AMENITIES** Sidewalks  
**INTERIOR AMENITIES** Ceiling Fan(s), Hardwood Floors, Window Coverings-All

<b>ARCHITECTURE</b> Other/See Remarks	<b>FLOOD INSURANCE</b> Unknown
<b>EXTERIOR CONSTRUCTION</b> Block	<b>ROOF</b> Other/See Remarks
<b>LOT DESCRIPTION</b> Standard	<b>FRONTAGE</b> Unpaved Frontage
<b>COOLING</b> Central, Electric	<b>HEATING</b> Forced Air, Gas
<b>KITCHEN FEATURES</b> Eating Bar, Range Hood, Electric Hookup	<b>DINING AREA</b> Living/Dining Combo
<b>LAUNDRY</b> None	<b>UTILITIES</b> Sewer, Lagoon, Public Water
<b>BASEMENT / FOUNDATION</b> None	<b>GARAGE</b> None
<b>OWNERSHIP</b> Individual	<b>POSSESSION</b> At Closing
<b>WARRANTY</b> No Warranty Provided	<b>DOCUMENTS ON FILE</b> Additional Photos, Lead Paint
<b>PROPERTY CONDITION REPORT</b> No	<b>PROPOSED FINANCING</b> Conventional

**Taxes & Financing**

<b>Assumable Y/N</b> No	<b>General Property Taxes</b> \$1,673.04	<b>General Tax Year</b> 2017
<b>Yearly Specials</b> \$0.00	<b>Total Specials</b> \$0.00	<b>Currently Rented Y/N</b> No
<b>Yearly HOA Dues</b>	<b>HOA Initiation Fee</b>	<b>Earnest \$ Deposited With</b> Kansas Secured Title

**Auction Info**

<b>Auction Location</b> on site	<b>Type of Auction Sale</b> Reserve	<b>Method of Auction</b> Live Only	<b>Auction Offering</b> Real Estate Only
<b>1 - Open for Preview</b>	<b>1 - Open/Preview Date</b>	<b>Auction Date</b> 6/23/2018	<b>Auction Start Time</b> 10:00am
<b>2 - Open for Preview</b>	<b>2 - Open/Preview Date</b>	<b>1 - Open Start Time</b>	<b>1 - Open End Time</b>
<b>3 - Open for Preview</b>	<b>3 - Open/Preview Date</b>	<b>2 - Open Start Time</b>	<b>2 - Open End Time</b>
<b>Broker Registration Req</b> Yes	<b>Earnest Amount %/\$</b> 10.00	<b>3 - Open Start Time</b>	<b>3 - Open End Time</b>
<b>Finest Money Y/N</b> Yes	<b>Personal Property</b>	<b>Buyer Premium Y/N</b> Yes	<b>Premium Amount</b> 10.00
<b>Terms of Sale</b> Balance at closing, as is, see documents.			

Sale Price  
Net Sold Price

Pending Date  
Closing Date

How Sold  
Short Sale Y/N

Comments

**Public Remarks** Selling at AUCTION Saturday June 23rd at 10:00am. A beautiful downtown loft apartment and an abundance of warehouse space provides a multitude of opportunities for those looking for something unusual and innovative in downtown Augusta. The beautifully appointed loft apartment features new wood flooring and exposed brick from the original structure built in 1918. Multiple windows provide natural light and windows in the front of the loft provide a unique, historic view of downtown Augusta. Finished living areas include a large, open living space, full bath, full functioning kitchen with refrigerator, stove and microwave, tons of cabinets and a large, exclusive, baseball card-themed counter and eating bar. Use your creativity to complete the remaining 24' x 31' unfinished loft space to make it your own bringing the total loft apartment square footage to 1,631. The ground floor warehouse has 2800 sq. feet of space with State Street store-front access perfect for a downtown business. Other warehouse amenities include one finished bathroom, closet, oversize entry door and oversize garage door for entry from the alley -accessed loading dock. The warehouse and the loft are supported by two separate HVAC units. Bring your dreams to life with this rare and distinctive property.



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. Please be aware, property may have audio/video recording devices in use.

# Realty Executives Sudduth Realty, Inc.

608 State Street, Augusta, KS 67010

316-775-7717

## BUYER REGISTRATION AGREEMENT

Address: 412 N State St Augusta, KS

Saturday, June 23rd, 2018 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?

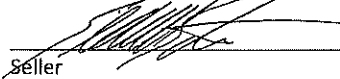
\_\_\_\_\_  
Email                      Wichita Eagle                      Butler County Times Gazette  
\_\_\_\_\_  
Facebook                      Internet                      Wichita Business Journal  
\_\_\_\_\_  
Sign                      Mail  
\_\_\_\_\_  
Other \_\_\_\_\_



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. #1 The winning on line bidder is required to bring a deposit of 10% of winning bid price to our office and execute a purchase agreement the next business day following the conclusion of the auction. Deposit must be in the form of wire transfer, cashier's check, and personal check with bank letter of guarantee.
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.
21. In the case of online bidding neither the company providing the software nor the auction company shall be held responsible for a missed bid or the failure of the software to function properly for any reason. #2 Dynamic Closing: The closing time of an online auction automatically extends an additional 5 minutes whenever a bid is placed within the last 5 minutes of the scheduled closing time.

 5/24/18  
 Seller Date

\_\_\_\_\_  
 Buyer Date

\_\_\_\_\_  
 Seller Date

\_\_\_\_\_  
 Buyer Date

608 State St Augusta, KS  
[www.SudduthRealty.com](http://www.SudduthRealty.com)



## Disclosure of Special Assessments

Property Address: 412 N State St. Augusta, KS

Sellers of real estate must now disclose in the contract, or by a separate statement, the existence of special assessments or fees against a property, or that the property is located in an improvement district. This includes special assessments for streets, sidewalks, storm water drains, sanitary sewer, parks and other similar improvements. The disclosure must be acknowledged by the buyer in writing. If the amount of the special assessment or fee is unknown, the seller must make a good faith estimate on the amount.

Special Assessments: In compliance with Kansas Law, Seller hereby discloses to Buyer, or purchaser, that the property is subject to special assessments for the purposes stated below or is located in an improvement district that my occasion the imposition of special assessments on the Property for such purposes, as follows:

Purpose: \_\_\_\_\_ \$ \_\_\_\_\_ per year, pay out in \_\_\_\_\_  
Purpose: \_\_\_\_\_ \$ \_\_\_\_\_ per year, pay out in \_\_\_\_\_  
Purpose: \_\_\_\_\_ \$ \_\_\_\_\_ per year, pay out in \_\_\_\_\_  
Purpose: \_\_\_\_\_ \$ \_\_\_\_\_ per year, pay out in \_\_\_\_\_  
Purpose: \_\_\_\_\_ \$ \_\_\_\_\_ per year, pay out in \_\_\_\_\_  
Purpose: \_\_\_\_\_ \$ \_\_\_\_\_ per year, pay out in \_\_\_\_\_

Purpose: \_\_\_\_\_, the total amount of the assessment is unknown but is in good faith estimated to be \$ \_\_\_\_\_

Seller: [Signature] Date 5/18/18 Seller \_\_\_\_\_ Date \_\_\_\_\_

I acknowledge that I have been informed of any Special Assessments concerning this property.

Buyer: \_\_\_\_\_ Date \_\_\_\_\_ Buyer: \_\_\_\_\_ Date \_\_\_\_\_



Property Address: 412 N. State St, Augusta, Ks 67010

**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)  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)  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)  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.

<u>[Signature]</u>	<u>5/18/18</u>	_____	_____
Seller	Date	Seller	Date
_____	_____	_____	_____
Purchaser	Date	Purchaser	Date
<u>[Signature]</u>	_____	_____	_____
Agent	Date	Agent	Date

# Mold Disclosure

(Buyer and Seller)

Printed Name(s) of Seller(s): Elliott Ecton

Printed Name(s) of Buyer(s): \_\_\_\_\_

Property Address: 412 State St, Augusta, Butler Co., KS

1. **Seller's Disclosure:** To the best of Seller's actual knowledge, Seller represents:
  - a. The Property described above \_\_\_\_\_ has  has not been previously tested for molds:  
(If the answer for 1.a. is "has not", then skip 1.b and 1.c and go to Section 2.)
  - b. The molds found \_\_\_\_\_ were \_\_\_\_\_ were not identified as toxic molds;
  - c. With regard to any molds that were found, measures \_\_\_\_\_ were \_\_\_\_\_ were not taken to remove those molds.
  
2. **Mold Inspection:** Molds, fungus, mildew, and similar organisms ("Mold Condition") may exist in the Property of which the Seller is unaware and has no actual knowledge. The Mold may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. A professional home inspection may not disclose Mold Conditions. As a result, Buyer may wish to obtain an inspection specifically for Mold Conditions to more fully determine the condition of the Property and this environmental status. Neither Seller's nor Buyer's agents are experts in the field of Mold Conditions and other related conditions and Buyer and Seller shall not rely on Broker or its agents for information relating to such conditions. Buyer is strongly encouraged to satisfy itself as to the condition of the property.
  
3. **Hold Harmless:** Buyer's decision to purchase the Property is independent of representation of the Broker or Broker's agent involved in the transaction regarding Mold Conditions. Accordingly, Buyer agrees to indemnify and hold Realty Executives Sudduth Realty, Inc. (Mark Sudduth Realty, Inc.) Broker(s), Transaction Broker, Agents, and Designated Agent(s) harmless in the event any Mold Conditions are present on the Property.
  
4. **Receipt of Copy:** Seller and Buyer have read and acknowledge receipt of a copy of this Mold Disclosure.

**Professional Advice:** Seller and Buyer acknowledge that they have been advised to consult with a professional of their choice regarding any questions or concerns relating to Mold Conditions or this Mold Disclosure.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

[Signature]  
Seller

5/18/13  
Date

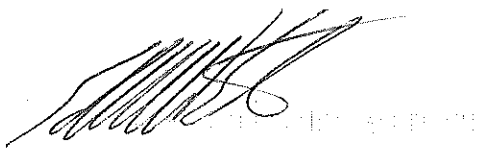
\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date





This database was last updated on 2/4/2018 at 10:24 PM

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**Parcel Details for 008-298-27-0-10-20-009.00-0**  
Quick Reference #: r19873

[View GIS Map](#) | [View Tax Detail](#)

<b>Owner Information</b>	<b>Property Address</b>
Owner's Name: ECTON, ELLIOTT J (Primary): Mailing Address: 412 N State St	Address: 412 N State St Augusta, KS 67010

<b>General Property Information</b>	<b>Deed Information</b>
Property Class: Residential - R Living Units: Zoning: Neighborhood: 507.1 Taxing Unit: 002	Document Document Link # 2015-5275 <a href="#">View Deed Information</a> 2010-8267 <a href="#">View Deed Information</a> 2008-9141 <a href="#">View Deed Information</a>

<b>Neighborhood / Tract Information</b>
Neighborhood: 507.1 Block: 17 Lot: 18 Tract: Section: 27 Township: 27 Range: 04E Tract Description: AUGUSTA, ORIG TOWN , BLOCK 17 , Lot 18 , SECTION 27 TOWNSHIP 27 RANGE 04E Acres: 0.07 Market Acres: 0.07

<b>Land Based Classification System</b>
Function: Downtown row store Activity: Goods-oriented shopping Ownership: Private-fee simple Site: Developed site - with buildings

<b>Property Factors</b>
Topography: Level - 1 Utilities: All Public - 1 Access: Paved Road - 1; Sidewalk - 6 Fronting: Major Strip or CBD - 1 Location: Central Business District - 1 Parking Type: On Street - 2 Parking Quantity: Minimum - 1 Parking Proximity: On Site - 3 Parking Covered: Parking Uncovered:

<b>Appraised Values</b>				
<b>Tax Year</b>	<b>Property Class</b>	<b>Land</b>	<b>Building</b>	<b>Total</b>
2017	Residential - R	8,420	76,940	85,360
2016	Residential - R	6,170	77,830	84,000
2015	Residential - R	6,170	33,590	39,760
2014	Residential - R	6,170	32,780	38,950

<b>Market Land Information</b>					
<b>Type</b>	<b>Method</b>	<b>Area or Acres</b>	<b>Eff. Frontage</b>	<b>Eff. Depth</b>	<b>Est. Value</b>
Regular Lot - 1	Sqft	3083.00			00
Influence #1: Factor:		Influence #2: Factor:		Influence Override: Depth Factor:	

<b>Residential Information</b> [Information Not Available]
<b>Commercial Information</b>



**Building #: 1**

**Building Information**

LBCS Structure Code: Downtown row store

Building Name:

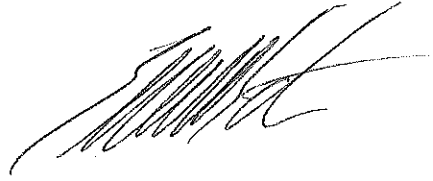
Identical Units: 1

# of Units:

Unit Type:

MS Mult:

MS Zip Code:

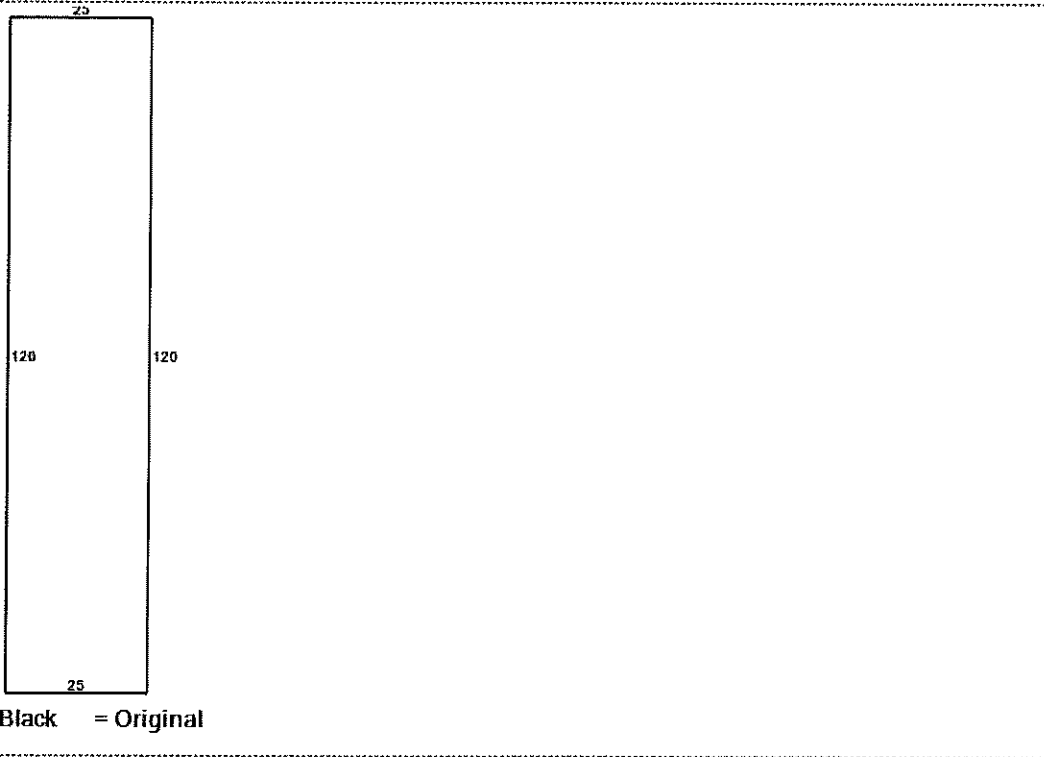


[View Sketch Vector](#)

**Apartment Information**

Units BR Baths  
Type

- Apartment #1:
- Apartment #2:
- Apartment #3:
- Apartment #4:
- Apartment #5:
- Apartment #6:
- Apartment #7:
- Apartment #8:



**Black = Original**

**Building Sections & Basements**

#	Occup	MS Class	Rank	Year Built	Effective Year	Levels	Stories	Area	Perim	Hgt	Phys Cond	Func	Econ	Ovr %	Reason	Use	Dappr Class	RCN	% Good	MS Value
1	Retail Store		AV	1918	01 / 01			1,100	91	26	AV	AV				Multi-Use Sales - 083	Residential	128,327	20	23,870
<b>Section Components</b>																				
<i>Code</i>																				
<i>Unit Type</i>																				
<i>Units</i>																				
<i>Pct %</i>																				
<i>Other</i>																				
<i>Rank</i>																				
<i>Year</i>																				
<i>Comment</i>																				
2	Retail Store		AV	1918	01 / 01			1,900	109	14	AV	AV				Multi-Use Sales - 083	Residential	136,458	20	25,380
<b>Section Components</b>																				
<i>Code</i>																				
<i>Unit Type</i>																				
<i>Units</i>																				
<i>Pct %</i>																				
<i>Other</i>																				
<i>Rank</i>																				
<i>Year</i>																				
<i>Comment</i>																				
3	Retail Store		AV	1918	02 / 02			1,900	177	12	AV	AV				Support Area - 086	Residential	166,991	20	31,060
<b>Section Components</b>																				
<i>Code</i>																				
<i>Unit Type</i>																				
<i>Units</i>																				
<i>Pct %</i>																				
<i>Other</i>																				
<i>Rank</i>																				
<i>Year</i>																				
<i>Comment</i>																				

Brick, Solid  
Package Unit

100  
100

Other Building Improvement Information [Information Not Available]



Agricultural Information [Information Not Available]



Page 1 of 1

This parcel record was last updated on 2/5/2018 at 8 am.

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Version: 2.0.0.71 : 09/13/2016

# PROPERTY TAX INFORMATION



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## Current Tax Information

**Type** RL      **CAMA Number** 298 27 0 10 20 009 00 0      **Tax Identification** 002-106000  
**Owner ID** ECTO00022ECTON, ELLIOTT J  
**Taxpayer ID** CORE00007CORELOGIC TAX SERVICES ATTN: ESCROW REPORTING  
 412 N STATE      67010-  
 AUGUSTA,  
**Subdivision** ORIGINAL      **Block** 17      **Lot (s)** 18      **Section** 27      **Township** 27      **Range** 04  
 TOWN

[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>	0024073	001			0.00	836.52	836.52	836.52	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](#)

**Realty Executives Sudduth Realty & Auctions, Inc.**

**Real Estate Brokerage Relationships**

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity.

Do not assume that an agent is acting on your behalf, unless you have signed a contact 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.

**Types of Brokerage Relationships:** A real estate licensee may work with a buyer or seller as a seller's agent, buyer's agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the seller and buyer must be included in any contract for sale and in any lot reservation agreement.

**Seller's Agent:** The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. In order to function as a seller's agent, the broker must enter into a written agreement to represent the seller. Under a seller agency agreement, all licensees at the brokerage are seller's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a seller's agent and the supervising broker of the designated agent functions as a transaction broker.

**Buyer's Agent:** The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. In order to function as a buyer's agent, the broker must enter into a written agreement to represent the buyer. Under a buyer agency agreement, all licensees at the brokerage are buyer's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a buyer's agent and the supervising broker of the designated agent functions as a transaction broker.

**Designated Seller's Agent:** A designated 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.

**Designated Buyer's Agent:** A designated Buyer's 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.

**A Transaction Broker** is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

**Duties and Obligations:** Agents and transaction brokers have duties and obligations under K.S.A. 58-30,106, 58-30,107, and 58-30,113, and amendments thereto. A summary of those duties are:

**An Agent**, either seller's agent or buyer's agent, is responsible for performing the following duties:

- promoting the interests of the client with the utmost good faith, loyalty, and fidelity
- protecting the clients confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the client to obtain expert advice
- accounting for all money and property received
- disclosing to the client all adverse material facts actually known by the agent
- disclosing to the other party all adverse material facts actually known by the agent

**The transaction broker** is responsible for performing the following duties:

- protecting the confidences of both parties
- 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 parties all adverse material facts actually known by the transaction broker

**Agents and Transaction Brokers** have 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.

**General Information:** Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising/branch broker, and the real estate company.

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
Realty Executives Sudduth Realty & Auctions, Inc.  
Firm Name

\_\_\_\_\_  
Charles N Garrison  
Supervising Broker

\_\_\_\_\_  
Buyer/Seller Acknowledgement

\_\_\_\_\_  
Date



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 5140105		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	
Gia Garner		316-320-2410	ggarner@kstitle.com
Buyer:	Elliott J. Ecton or designee		
Seller:	Elliott J. Ecton		
Property Address: 412 N. State St. Augusta, KS 67010			

## INFORMATION FROM THE COUNTY TAX RECORDS:

Tax ID 2-106000  
Taxes for 2017:  
General Tax: \$1,673.04  
Special Assessments:  
Total: \$1,673.04  
2017 taxes are paid in full.

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

Warranty Deed from Eric J. Becker and Angela M. Becker, husband and wife, to Elliott J. Ecton, recorded June 29, 2015, in Book 2015, Page 5275.

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** 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.

ALTA Commitment for Title Insurance

	<p>Issued By Old Republic National Title Insurance Company</p> <p><b>NOTICE</b></p>
<p><b>IMPORTANT-READ CAREFULLY:</b> 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.</p> <p>THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.</p> <p>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.</p>	
<p align="center"><b>COMMITMENT TO ISSUE POLICY</b></p> <p>Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.</p> <p>If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.</p> <p><i>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.</i></p>	

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

Countersigned  
 Kansas Secured Title, Inc. - El Dorado

By *Ann A. Turner*

By *Mark A. Sisk* President

Attest *David Wald* Secretary

ORT Form 4690  
 ALTA Commitment for Title Insurance 8-1-16

*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.*

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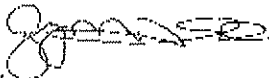
COMMITMENT FOR TITLE INSURANCE  
Issued by  
Old Republic National Title Insurance Company  
SCHEDULE A

File No: 5140105	Revision.	Customer File
------------------	-----------	---------------

1. Commitment Date: May 29, 2018, 05:00 pm
2. Policy to be issued:
  - (a) 2006 ALTA® Owner's Policy Premium Amount:  
Proposed Insured: Elliott J. Ecton or designee.  
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. The Title is, at the Commitment Date, vested in:  
  
Elliott J. Ecton

Continued next page.

Countersigned  
Kansas Secured Title, Inc. - El Dorado

By 

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Schedule A continued.

5. The Land is described as follows:

Lot 18, in Block 17, in ORIGINAL Town, now City of AUGUSTA, in Butler County, Kansas.

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COMMITMENT FOR TITLE INSURANCE  
Issued by  
Old Republic National 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 Elliott J. Ecton, stating marital status and joined by spouse, if any, to Elliott J. Ecton or designee, together with Kansas Real Estate Validation Questionnaire fully completed and signed to accompany said Deed.
7. Record Release of Mortgage from Elliott J. Ecton, a single person to Emprise Bank dated, June 26, 2015, filed for record June 29, 2015 and duly recorded in Book 2015, Page 5276, securing the sum of \$61,186.40. Assignment of Rents recorded June 29, 2015 in Book 2015, Page 5277.

*This Mortgage may to be an "Equity Line" mortgage. A full satisfaction of same must be obtained and all credit cards and/or the balance of verified unused account checks must be sent to the Lender together with a 'Cancellation of Equity Line Affidavit' from the Mortgagor instructing the Lender to close the account. The lender will require written instruction from the borrower to release said mortgage.*

End of Requirements

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COMMITMENT FOR TITLE INSURANCE  
Issued by  
*Old Republic National 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 Taxes and Special Assessments for the year 2018 and subsequent years, not now due and payable.
8. Party Wall Agreement dated May 8, 1918, filed for record May 10, 1918 and duly recorded in Misc. Book 38, Page 235 of the records of Butler County, Kansas.

End of Exceptions

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**COMMITMENT CONDITIONS****1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (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.

*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.*

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- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**FACTS**
**WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?**

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>  Social Security number and employment information</li> <li>  Mortgage rates and payments and account balances</li> <li>  Checking account information and wire transfer instructions</li> </ul> When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> — to offer our products and services to you	<b>No</b>	<b>We don't share</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	<b>No</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>
<b>For non-affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

**Questions**

 Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>  Give us your contact information or show your driver's license</li> <li>  Show your government-issued ID or provide your mortgage information</li> <li>  Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>  Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>  Affiliates from using your information to market to you</li> <li>  Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>  <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i></li> </ul>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>  <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>  <i>•Old Republic Title doesn't jointly market.</i></li> </ul>

**Other Important Information**

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

**Affiliates Who May be Delivering This Notice**

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

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.



# Kansas Secured Title, Inc. - El Dorado

220 West Central Avenue, Suite 100

P.O. Box 393

El Dorado, KS 67042

Voice: 316-320-2410 Fax: 316-320-2452



SERVICE BEYOND  
EXPECTATION

To:		
Realty Executives Sudduth Realty, Inc. Attn: Kolleen Griffin 608 State St Augusta, KS 67010	Our File No.:	5140105
	Invoice Date:	6/6/2018
	Customer File No.	
	Loan No.	

Buyer: To Be Determined  
Seller: Elliott J. Ecton  
Property: 412 N. State St.  
Address: Augusta, KS 67010  
Sale Price: \$1,000.00  
Loan Amount:  
2<sup>nd</sup> Loan Amount:

## INVOICE

DESCRIPTION	AMOUNT	QTY	TOTAL
E-File Fee – We efile where available, please collect in addition to recording fees	\$5.00	Per Doc	
Preliminary Title Commitment	\$0.00	1	\$0.00
INVOICE TOTAL			\$0.00

### FOR THE PURPOSE OF CLOSING DISCLOSURE PREPARATION

Description	Amount	CD Section
Title – Lenders Policy	NA	B or C
Title – Owners Policy	NA	H
Title – Closing-Settlement Fee		
Title - Electronic filing fee is \$5.00 per instrument		C

Visit us on the Web at [www.kstitle.com](http://www.kstitle.com)  
Thank you for choosing Kansas Secured Title!