

COMMITMENT FOR TITLE INSURANCE
Issued by
Fidelity National Title Insurance Company

SCHEDULE A

File No: 5141877	Revision.	Customer File
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1. Commitment Date: August 6, 2019, 05:00 pm
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy Premium Amount:
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner as identified at Item 4 below.
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:

The Heirs and Devisees of the Estate of Darla J. O'Kelly (Upon the recording of a certified certificate of death documenting the death of Joe V. O'Kelly.)
5. The Land is described as follows:

Surface only:
Beginning at a point 767.93 feet North and 60 feet West of the Southeast corner of the West Half of the Northwest Quarter of Section 3, Township 26 South, Range 5 East of the 6th PM, thence North 100 feet, thence West 85 feet, thence South 100 feet, thence East 85 feet to the point of beginning, Butler County, Kansas.

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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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. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

****NOTE:** The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$1,000.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charges for same shall have been paid.

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

7. Reportedly Joe V. O'Kelly is deceased. RECORD a certified certificate of death documenting the death of said Joe V. O'Kelly.
8. Record Administrator's Deed from Hugh W. Gill, Administrator of the Estate of Darla J. O'Kelly, to

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Purchaser with contractual rights under a purchase agreement with the vested owner as identified at Item 4 below along with a Real Estate Sales Validation Questionnaire.

9. Record Release of Medical Assistance Lien State of Kansas, recorded November 15, 2018, in Book 2018, Page 9021, and as Book UCC18, Page 233, in the amount of \$3,039.97.

10. Payment of the 2018 taxes.

End of Requirements

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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 or that could be ascertained by and inspection of the Land.
5. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. General Taxes and Special Assessments for the year 2017 and subsequent years.
8. Condemnation of land for the use of the City of El Dorado in constructing a sanitary sewer system in Sewer District No. 104, filed August 27, 1962, in the District Court of Butler County, Kansas, as Civil Action No. 26032.
9. Resolution No. 1273, authorizing improvements, filed for record March 28, 1975 and duly recorded in Misc. Book 314, Page 144; Resolution No. 1196, authorizing and ordering improvements, filed for record October 11, 1972, and duly recorded in Misc. Book 304, Page 208, all of the records of Butler County, Kansas.
10. Outstanding oil and gas leases and outstanding title to all oil, gas and other minerals within and underlying the real estate in question vested in other persons and this policy does not insure against loss or damage by reason of the mining rights and other rights, privileges and immunities relating to such oil, gas and other

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minerals and does not insure against loss or damage due to operations on the surface of insured premises in connection with oil, gas and other minerals or by virtue of any existing or future oil and gas lease covering such premises, and except any instruments pertaining thereto.

End of Exceptions

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