



PRELIMINARY TITLE SEARCH REPORT

Prepared By:
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Prepared Exclusively For:
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Contact: **James Leftwich**
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Contact: **Chris Green**
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Report No: **2454199**

Report Effective Date: **May 24, 2021, at 7:30 a.m.**

Property Address: **1771 E. 160th St. S., Geuda Springs, KS 67051**

This Title Search Report is NOT a commitment to insure and is not to be construed as an Abstract of Title or Title Opinion. It has been issued as a Report as to the status of title for the specific benefit of **Sudduth Realty, Inc. (Realty Executives)**, and as such should not be relied upon by any other party for any Real Estate Transaction. Any and all loss or damage that may occur by reason of any errors and omissions in this Company's Report is limited to \$1,000.00 and the fee it received for the preparation and issuance of this report, if any.

1. **Fee Simple** interest in the Land described in this Report is owned, at the Report Effective Date, by

Mark Meeks

2. The Land referred to in this Report is described as follows:

SEE ATTACHED EXHIBIT A

3. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following requirements, along with any other matters that may arise after the date of this report:

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.



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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. **Record an Affidavit, in a form approved by the Company, executed by the owner(s) of the subject property, or someone well acquainted with the facts, showing that the parties named and described as Deron C. Galbreath and Sheila Galbreath in the Deed - Quit Claim recorded May 1, 2012 as [Book 879, Page 17](#), are one and the same persons as Deron G. Galbreath and Sheila J. Brumbaugh-Galbreath in the Statutory Warranty Deed recorded May 19, 1998 as [Book 506, Page 101](#). The Company reserves the right to make any requirement or exception it may deem necessary.**
6. **The Deed - Quit Claim Deed dated April 30, 2012, and recorded May 1, 2012 as Book 879, Page 17 failed to recite the marital status of Deron C. Galbreath and Sheila Galbreath. If said individuals were single, then we require the filing of a properly executed Affidavit of Marital Status from a person of knowledge stating that said persons were single on the date said instrument was executed. If said persons were married to each other, then we require the filing of a properly executed Affidavit of Marital Status from a person of knowledge stating that said persons were married to each other on the date said instrument was executed.**
7. **Case No. 2017-MV-000032 filed in the District Court of Sumner County, Kansas entitled UniFirst Holdings, Inc., as Plaintiff(s) vs. Mark Meeks, DBA M&M Auto Service, as Defendant(s); Judgment filed August 8, 2017 in favor of UniFirst Holdings, Inc., in the amount of \$16,808.20, plus interest and penalties; we require:**

File a Satisfaction of Judgment in the above case or file a waiver/release as to subject property by the creditor. In lieu of a Satisfaction of Judgment or waiver/release, the Company may be willing to accept either of the following:

- 1) If the above case is against an owner of the Land described in Schedule A and the Land is the homestead of the owner; submit for approval a satisfactory homestead affidavit executed by the owner and a disinterested party. Upon such approval, said case will be deleted from the policy(ies) to be issued pursuant thereto.**

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2) If the above case is against a purchaser, and a mortgage to be insured constitutes a purchase money mortgage, the above case will not be shown on the proposed loan policy, subject to approval by the lender. The proposed owner's policy, if any, will contain an exception for legal effects and consequences arising out of the above case.

We reserve the right to make additional requirements as we may deem necessary.

- 8. Case No. 2020-MV-000019 filed in the District Court of Sumner County, Kansas entitled Randy Wedel, as Plaintiff(s) vs. Mark Meeks, as Defendant(s); Judgment filed February 20, 2020 in favor of Randy Wedel, in the amount of \$4,960.90, plus interest and penalties; we require:**

File a Satisfaction of Judgment in the above case or file a waiver/release as to subject property by the creditor. In lieu of a Satisfaction of Judgment or waiver/release, the Company may be willing to accept either of the following:

1) If the above case is against an owner of the Land described in Schedule A and the Land is the homestead of the owner; submit for approval a satisfactory homestead affidavit executed by the owner and a disinterested party. Upon such approval, said case will be deleted from the policy(ies) to be issued pursuant thereto.

2) If the above case is against a purchaser, and a mortgage to be insured constitutes a purchase money mortgage, the above case will not be shown on the proposed loan policy, subject to approval by the lender. The proposed owner's policy, if any, will contain an exception for legal effects and consequences arising out of the above case.

We reserve the right to make additional requirements as we may deem necessary.

- 9. File a Warranty Deed from Mark Meeks and Annetta Meeks, stating marital status and joined by spouse, if any, to a bona fide purchaser.**

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10. Provide this Company with a properly completed and executed Owner's Affidavit.

11. Recording Fees and Information for Kansas Counties:

Deed: \$21.00 (first page) + \$17.00 (each additional page)
Mortgage: \$21.00 (first page) + \$17.00 (each additional page)
Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page)
Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

(NOTE: Beginning January 1, 2019, Mortgage Registration Tax is no longer required in the State of Kansas.)

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

NOTE: For documents electronically recorded, there is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.

4. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any other matters that may arise after the date of this report:

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



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2. Rights or claims of parties in possession not shown by the Public Records
3. Easements, or claims of easements, not shown by the Public Records
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records
7. **General taxes and special assessments for the year 2017 in the amount of \$1,820.44, DELINQUENT.**
Property ID # [WAT156](#)
8. **General taxes and special assessments for the year 2018 in the amount of \$1,801.00, DELINQUENT.**
Property ID # WAT156
9. **General taxes and special assessments for the year 2019 in the amount of \$1,963.66, DELINQUENT.**
Property ID # WAT156
10. **General taxes and special assessments for the year 2020 in the amount of \$2,031.74, DELINQUENT.**
Property ID # WAT156
11. **An easement for right of way, recorded in [Misc. Book O-39, Page 537](#).**
In favor of: Continental Pipe Line Company
Affects: subject property
12. **An easement for right of way, recorded in [Book P-138, Page 192](#).**
In favor of: Rural Water District No. 4, Sumner County,
Kansas
Affects: subject property



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13. **An easement for right of way, recorded in [Book P-228, Page 479](#).
In favor of: Rural Water District No. 4, Sumner County,
Kansas
Affects: subject property**
14. **An easement for right of way, recorded in [Book 604, Page 313](#).
In favor of: Sumner-Cowley Electric Cooperative, Inc.
Affects: subject property**
15. **Rights of the owners of the mineral estate as conveyed or reserved on/in [Photo Book 491, Page 387](#), and of the parties claiming thereunder.**
16. **Rights of parties in possession under unrecorded leases.**
17. **Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exceptions, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interest or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.**

Dated: **May 24, 2021, at 7:30 a.m.**

SECURITY 1ST TITLE

By 
LICENSED ABSTRACTER

EXHIBIT "A"

Beginning at a point on the West line of the Northeast Quarter of Section 35, Township 34 South, Range 2 East of the 6th P.M., Sumner County, Kansas, said point being 75 feet South of the Northwest corner of said Quarter Section and being the South Right of Way line of US 166 Highway; thence East alongside Right of Way and parallel with the North line of said Quarter Section, 1340 feet; thence South parallel with the West line of said Quarter Section 341 feet; thence West parallel with the North line of said Quarter Section, 1340 feet to the West line of said Northeast Quarter; thence North along said West line, 341 feet to the point of beginning.