



Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title	Buyer:	To Be Determined
Issuing Office:	118 N. Main Street PO Box 306 Yates Center, KS 66783	Title Contact:	Stacy Smith (620) 625-2421 (Work) (620) 625-3631 (Work Fax) ssmith@security1st.com
ALTA Universal ID:	1133726		
Loan ID Number:			
Commitment No.:	KS-C3078594		
Property Address:	00000 Rt 4 Yates Center, KS 66783		

SCHEDULE A

1. Commitment Date:

05/31/2024 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021

Proposed Insured: To Be Determined

The estate or interest to be insured: Fee Simple

TBD

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Henry L. Eggers and Sandra J. Eggers

5. The Land is described as follows:

The Northwest Quarter (NW¹/₄) of Section Twenty One (21), Township Twenty Five (25) South, Range Fifteen (15) East, Woodson County, Kansas.

Security 1st Title, LLC

By:



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, and recorded in the Public Records.
5. **NOTE: This is NOT a commitment to insure and has been issued as a report as to the status of title, and as such should not be relied upon for a Real Estate Transaction. This is not a commitment to insure, and no insurance is provided by this commitment.**
If a Commitment for Title Insurance is desired, the identity of the entities to be insured and policy amounts must be disclosed to this Company and this Company will issue a Commitment for Title Insurance disclosing all requirements for issuance of the policy, as well as any additional exceptions which may be taken.
6. **Note: 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 the Conditions, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.**
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 charge for same shall have been paid.
7. **File a release of Mortgage dated October 13, 2005, recorded November 01, 2005, as Book 99 of Mtg., Page 183.**
8. **File a Warranty Deed from Henry L. Eggers and Sandra J. Eggers, husband and wife to To Be Determined.**
9. **Provide this company with a properly completed and executed Owner's Affidavit.**

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. 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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10. Recording 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: 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.

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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 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 at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **The County Tax Records indicated that the real estate taxes are:**

General taxes and special assessments for the fiscal year 2023 in the original amount of \$829.02.

First Installment: \$414.51, PAID

Second Installment: \$414.51, PAID

Property I.D. # CN0324

CAMA # 135-21-0-00-00-002.00-0-01

8. **Easement for roadways, streets and highways of subject property.**
9. **Any interest outstanding of record in and to all the oil, gas and other minerals in and under and that may be produced from said premises, together with all rights incident to or growing out of said outstanding minerals, including but not limited to outstanding oil and gas leases and easements.**

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Oil and Gas Lease and Assignment Record No. 4

Form 98 - Producers, General

SAM'L DODSWORTH STATIONERY CO KANSAS CITY MO 64115

FROM

STATE OF KANSAS, WOODSON COUNTY, ss.

This instrument was filed for record on the 21 day of Feb. A. D. 1935, at 1 o'clock A. M.

TO

By B. B. Wittaker Register of Deeds.
Deputy.

OIL AND GAS LEASE

AGREEMENT Made and entered into the 14th day of February, 1935, by and between L. R. Wallace and Ida L. Wallace, his wife and Nelle Landes, a widow of Wades Center, Kansas Party of the first part, hereafter called lessor (whether one or more) and L. M. Jones, party of the second part, lessee.

WITNESSETH, That the said lessor, for and in consideration of One DOLLARS cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and building tanks, powers, stations and structures thereon to produce, save and take care of said products, all that certain tract of land situate in the County of Woodson, State of Kansas, described as follows, to-wit:

The Northwest Quarter (1/4)

of Section 21 Township 25 Range 15 and containing 16.0 acres, more or less.

It is agreed that this lease shall remain in force for a term of five years from this date, and as long thereafter as the lessor produces oil and gas, or either of them, from said land or the premises are being developed or operated by the lessee.

In consideration of the premises the said lessee covenants and agrees:
1st. To deliver to the credit of lessor, free of cost, in the pipe line to which he may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises.
2nd. To pay the lessor the equal one-eighth part of the net proceeds payable quarterly for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.
3rd. To pay lessor for gas produced from any oil well and used off the premises, the equal one-eighth part of the net proceeds fall gas produced each year for the time during which such gas shall be used, said payments to be made quarterly each three months.

If no well be commenced on said land on or before the 14th day of February, 1936 this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the lessor's credit in The State of Kansas Bank at Wades Center, Kansas or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of One thousand six hundred and 70/100 DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well twelve months from said date. In like manner and upon like payment or tenders the commencement of a well may be further deferred for like period or the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operation thereon, except water from wells of lessor. When requested by lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment of a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rentals.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

In testimony whereof, I have hereunto set my hand and seal the day and year first above written.
Witness:
L. R. Wallace (SEAL)
Ida L. Wallace (SEAL)
Nelle Landes (SEAL)

ACKNOWLEDGMENT TO THE LEASE

STATE OF KANSAS, COUNTY OF WOODSON, ss. BE IT REMEMBERED, That on this 14th day of February, A. D. 1935, before me, a Notary Public, in and for said County and State came L. R. Wallace and Ida L. Wallace his wife personally known to be the parties who executed the above and foregoing instrument, and each duly acknowledged the execution of the same. IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written. My Commission expires Jan. 18th, 1938. (Seal) J. A. Street Notary Public.

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS: That L. R. Wallace of Wades Center, Kansas State of Kansas the within named grantor, in consideration of the sum of One thousand six hundred and 70/100 Dollars to him in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set over and convey unto L. M. Jones heirs and assigns the within grant. TO HAVE AND TO HOLD THE SAME FOREVER, subject nevertheless, to the conditions therein contained. IN WITNESS WHEREOF, The said grantor, L. R. Wallace hereunto set his hand, this 14th day of February, 1935.

ACKNOWLEDGMENT OF THE ASSIGNMENT

STATE OF KANSAS, COUNTY OF WOODSON, ss. BE IT REMEMBERED, That on this 14th day of February, A. D. 1935, before me, a Notary Public, in and for said County and State, came L. R. Wallace and Ida L. Wallace and L. M. Jones to me personally known to be the identical person who executed the above and foregoing instrument, and who each duly acknowledged the execution of the same. IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written. My Commission expires Jan. 18th, 1938. (Seal) J. A. Street Notary Public.

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF Woodson, ss. On this 16th day of February, A. D. 1935, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Nelle Landes to me known to be the identical person who executed the within and foregoing instrument in my presence and in the presence of her witnesses, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal of office the day and year last above written. My Commission Expires Oct. 8, 1938. (Seal) Edwin F. Abell Notary Public.

NOTE - The signature by mark of a lessor who cannot write his name must be witnessed by two Witnesses, one of whom must write lessor's name near such mark.