



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Coffey County Land Title
Issuing Office: 424 Neosho, Burlington, KS 66839
Issuing Office's ALTA® Registry ID: 0001151
Commitment No.: FLEMING 224-258
Issuing Office File No.: FLEMING 224-258
Property Address: 7193 Rawlins Rd, 00000 Rawlins, 00000 Vacant, Oskaloosa, KS 66066

SCHEDULE A

1. Commitment Date: August 8, 2024 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Own. Policy (06/17/06)
Proposed Insured: TBD
Proposed Amount of Insurance:
The estate or interest to be insured: Fee Simple
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: Jack M. Fleming and Martha B. Fleming, husband and wife.
5. The Land is described as follows:

TRACT 1: The South Half (S ½) of the Southeast Quarter (SE ¼) of Section Sixteen (16), Township Ten (10), Range Nineteen (19), Jefferson County, Kansas

TRACT 2: The East Half of the Northeast Quarter (E½ NE ¼) of Section Twenty-one (21), Township Ten (10), Range Nineteen (19), Jefferson County, Kansas
AND
The West Half of the Northeast Quarter (W½ NE ¼) of Section Twenty-one (21), Township Ten (10), Range Nineteen (19), Jefferson County, Kansas

TRACT 3: The West Half (W ½) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section Fifteen (15), Township Ten (10), Range Nineteen (19), Jefferson County, Kansas

First American Title Insurance Company

By: 
Coffey County Land Title

This page is only a part of a 2021 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; Schedule B, Part II-Exceptions.

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SCHEDULE B, PART I - Requirements

Commitment No.: FLEMING 224-258

File No.: FLEMING 224-258

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.

TO BE PAID TO THE TREASURERS OFFICE:
NONE.

TO BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS:

1. A Deed executed by Jack M. Fleming and Martha B. Fleming, husband and wife, to TBD.
2. An Affidavit of Non-Production if Oil and Gas Leases are no longer producing.

TO BE FILED IN THE DISTRICT COURT:
NONE.

WE NEED THE FOLLOWING DOCUMENTS FOR OUR FILES:
NONE.

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SCHEDULE B
(Continued)

Commitment No.: FLEMING 224-258
File No.: FLEMING 224-258

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, unless such lien is 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 Lien of the General Taxes for the year 2024, and thereafter.
8. TRACT 1: 2023 TAXES ON TAX I.D. NO. 10S0527 were \$2,633.88 and are PAID IN FULL.
TRACT 2: 2023 TAXES ON TAX I.D. NO. 10S0562 were \$569.74 and are PAID IN FULL.
TRACT 3: 2023 TAXES ON TAX I.D. NO. 10S0520 were \$86.62 and are PAID IN FULL.
9. A Transfer on Death Deed by Jack M. Fleming and Martha B. Fleming, husband and wife, to Matthew K. Fleming, Meghan N. Fleming, and Douglas M. Fleming, dated December 30, 2015, filed January 11, 2016 at 01:00:03 P.M., recorded as Document 2016R0036 in The Office of The Register of Deeds of Jefferson County, Kansas.
10. An Oil and Gas Lease by Lucinda Bayless and Robert L. Atchison, et al, to Paul Cashatt and Bessie Cashatt, husband and wife, dated November 28, 1939, filed January 5, 1940 at 04:45 P.M., recorded in Book 176, Page 445, in The Office of The Register of Deeds of Jefferson County, Kansas.
11. An Oil and Gas Lease by and between Paul Cashatt and Bessie Cashatt, his wife, and W.D. Ratliff, dated March 12, 1951, filed August 20, 1951, recorded in Book 214, Page 290, in The Office of The Register of Deeds of Jefferson County, Kansas.
12. An Oil and Gas Lease by and between Marjorie Barnes and Ramrod Oil Company, filed March 28, 1985, recorded in Book 346, Page 283, in The Office of The Register of Deeds of Jefferson County, Kansas.
13. An Oil and Gas Lease by and between Marjorie Frances Barnes, Trustee under the Marjorie Frances Barnes Trust dated May 29, 1992, dated January 14, 2002, filed June 10, 2002 at 01:10 P.M., recorded in Book 564, Page 131, in The Office of The Register of Deeds of Jefferson County, Kansas.

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