

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

Issuing Agent: **Joel A. Porter**

Issuing Office: **Woodson County Title**

Issuing Office's ALTA® Registry ID: **1091245**

Loan ID Number:

Commitment Number: **25-052WO**

Issuing Office File Number: **25-052WO**

Property Address: **0 RT 1, Humboldt, KS 66748**

Revision Number:

## SCHEDULE A COMMITMENT

1. Commitment Date: **February 3, 2025**
2. Policy to be issued:
  - a. 2021 ALTA® Owner's Policy  
Proposed Insured: **T/B/D**  
Proposed Amount of Insurance: **\$T/B/D** Premium: **\$T/B/D**  
The estate or interest to be insured: **Fee Simple**
  - b. 2021 ALTA® Loan Policy  
Proposed Insured: **T/B/D**  
Proposed Amount of Insurance: **\$T/B/D** Premium: **\$T/B/D**  
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: **Lawrence T. Barr and Lorraine Barr, Trustees, or their successors in trust, under the Lawrence and Lorraine Barr Living Trust, dated February 13, 1997, as disclosed in the Public Records, has been since February 14, 1997.**
5. The Land is described as follows:

**The Northeast Quarter (NE¼) of Section Eight (8), Township Twenty-six (26) South, Range Seventeen (17), East of the 6<sup>th</sup> P.M., Woodson County, Kansas,**

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ORT Form 4757KS A

Schedule A – ALTA Commitment for Title Insurance 2021 v. 01.00

07/01/2021

**SCHEDULE B I  
COMMITMENT  
25-052WO  
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.
  - a. The death certificates or an affidavit of deaths for Lawrence T. Barr and Lorraine Barr need to be recorded at the Woodson County Register of Deeds
  - b. Certification of Trust to be executed by Successor Trustee(s) of the under the Lawrence and Lorraine Barr Living Trust, dated February 13, 1997 and recorded at the Woodson County Register of Deeds.
  - c. Trustees Deed covering captioned property executed by the successor trustees in trust, under the Lawrence and Lorraine Barr Living Trust, dated February 13, 1997, as grantors, naming T/B/D, grantee. Deed to be recorded with the Woodson County Register of Deeds
  - d. T/B/D if a Mortgage is to be executed covering all of Captioned Property in the amount of \$T/B/D to secure a loan from T/B/D and spouse, if applicable, as mortgagor, in favor of T/B/D, as mortgagee. Mortgage must be recorded with the Woodson County Register of Deeds.

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**SCHEDULE B II**  
**COMMITMENT**  
**25-052WO**  
**EXCEPTIONS FROM COVERAGE**

Policy Number:

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. **General Taxes for 2025 and subsequent years and special assessments due or payable therewith. Taxes for 2024 AND PRIOR YEARS have been paid. Tax ID# PE2423; 159.0 taxable acres; Physical address 0 RT 1, Humboldt, KS 66748; Taxes for 2024 billed at \$2,202.56 and are due and payable; 2025 taxes will be prorated according to contract terms.**
3. Rights or Claims of parties in possession not shown by the public records
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey of the premises herein described.
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. Any change in title occurring subsequent to the effective date of this Commitment and prior to the date of issuance of the title policy.
7. Easements or claims of easements not shown by the public records.
8. Easements and rights-of-way for roads, highways and alleys.
9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
10. Any manufactured/mobile home located on the property set out on Schedule A will NOT be insured under this policy unless it is on a permanent foundation and the title is surrendered. If the manufactured/mobile home located on the property set out on Schedule A is to be insured under this policy this office reserves the right to make additional requirements or exception.
11. Unrecorded easements for water and sewer, if any.
12. The title search for title insurance purposes covers bankruptcies that may be filed in the county where the real estate being insured is located and expressly omits bankruptcies filed in the Bankruptcy court and not recorded in the County where the land is located. If a title search for bankruptcies in the Bankruptcy court is required, you should contact the Trustee in Bankruptcy, Wichita, Kansas, and request a search in the names of the predecessors in title to the property. They will be exceptions from coverage.
13. Subject to Gas Pipeline Easement dated February 2, 1995 between Lawrence Barr and Lorraine Barr, husband and wife, to Winfred Barnett and Alta Barnett, husband and wife as joint tenants with the right of survivorship, an easement for gas gathering pipeline along and parallel to the road bordering the east side of the said tract of land, within 6' of the fence line, together with access to the extent necessary to build and maintain the pipeline. This was recorded on February 21, 1995 in Book 75 of Misc on Page 654, Woodson County Register of Deeds.
14. Subject to an Oil and Gas Lease dated November 19, 1986 between The Federal Land Bank of Wichita to Hoback Oil Company for the captioned property. This was recorded on April 13, 1987 in Book 67 of Misc. at Page 98, Woodson County Register of Deeds.

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