

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: 25-024WO

Issuing Office File Number: 25-024WO

Property Address: 0 Wyoming Rd, Colony, KS 66015

Revision Number:

SCHEDULE A COMMITMENT

1. Commitment Date: January 13, 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 Owen Bradley Newman and Jennifer Lynn Newman, as joint tenants WROS and, as disclosed in the Public Records, has been since June 13, 2019
5. The Land is described as follows: captioned property

The Northeast Quarter (NE/4), Section Nineteen (19), Township Twenty-three (23) South, Range Eighteen (18) East of the 6th P. M., Allen County, Kansas, LESS the following described tract: SA tract beginning at the Southeast corner of the Northeast Quarter (NE/4) of Section Nineteen (19), Township Twenty-three (23) South, Range Eighteen (18) East of the 6th P. M., Allen County, Kansas, thence North 630 feet, thence West 630 feet, thence South 630 feet, thence East 630 feet to the point of beginning.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National 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.

**SCHEDULE B I
COMMITMENT
25-024WO
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. Warranty Deed covering captioned property to be executed from Owen Bradley Newman and Jennifer Lynn Newman, as grantors, naming T/B/D, as grantee. Deed to be recorded with the Allen County Register of Deeds
 - b. T/B/D if a Mortgage to be executed in the amount of \$T/B/D to secure a loan from T/B/D, as mortgagors, in favor of T/B/D, as mortgagee. Mortgage is to be recorded with the Allen County Register of Deeds.
 - c. There are two active mortgages of record. Mortgages will need to be partially released of record to convey clear title.

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SCHEDULE B II
COMMITMENT
25-024WO
EXCEPTIONS FROM COVERAGE

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#054-100; 120.90 taxable acres; Physical address 0 Wyoming Rd, Colony, KS 66015; Taxes for 2024 billed at \$2,186.72
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 count 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 Oil and Gas Lease dated March 12, 1979 between Glen E. and Eda J. Craft, husband and wife and Glen E. and Eda J. Craft for the captioned property. Recorded July 10, 1979 Book M-94 Page 502 Allen County Register of Deeds.
14. Subject to Right to Use Water from Water Conservation Reservoir dated August 4, 1936 and recorded August 24, 1936 Book 41 of Misc Page 182
15. Subject to a Declaration of Abandonment and Quit Claim Deed dated April 20, 1938 by the Atchison, Topeka and Santa Fe Railway Company, a corporation of the State of Kansas, formerly The Chicago, Kansas and Western Railroad Company, which last named Company was the successor of the Colony, Neosho Falls and Western Railroad Company. This was recorded on May 2, 1938 in Book 101 of Deeds Page 624 Allen County Register of Deeds

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