

# ALTA COMMITMENT FOR TITLE INSURANCE



Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida corporation, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

*A Stock Company*

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607

(612) 371-1111

[www.oldrepublictitle.com](http://www.oldrepublictitle.com)

By

President

Attest

Secretary

Authorized Officer or Agent

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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## 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

## 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

## 9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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

Issuing Agent: **Gia M. Garner**

Issuing Office: **Greenwood County Title**

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

Loan ID Number: **NA**

Commitment Number: **#25-057**

Property Address: **1412 360<sup>th</sup> St, Madison, KS 66860**

Revision Number:

## **SCHEDULE A COMMITMENT 25-057**

1. Commitment Date: **February 12, 2025**

2. Policy to be issued:

a. 2021 ALTA® Owner's Policy

Proposed Insured: **TBD**

Proposed Amount of Insurance: **\$ TBD**

Premium: **\$ TBD**

The estate or interest to be insured: **Fee Simple**

b. 2021 ALTA® Loan Policy

Proposed Insured: **TBD**

Proposed Amount of Insurance: **\$ TBD**

Premium: **\$ TBD**

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:

**The Horst Family Revocable Trust dated May 20, 2015 – un undivided ½ interest**

**The Heirs and devisees of the Estate of Gene Horst, Deceased – an undivided ½ interest**

5. The Land is described as follows:

**The North Half (N/2) of Section Twenty-four (24), Township Twenty-two (22) South, Range Ten (10) East of the 6<sup>th</sup> PM, Greenwood County, Kansas. Subject to public road.**

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**SCHEDULE B I  
COMMITMENT  
25-057  
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.  
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.
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.

**\*\*\*NOTE: This company finds no open mortgages on the subject land. We must be notified in writing of any open/unreleased mortgages on the subject land prior to closing. \*\*\***

- A. RECORD the proper probate proceedings in the Estate of Gene Horst, Deceased. (an und ½ int – Northeast Quarter only.)
- B. RECORD a certified certificate of death for Gene Horst, Deceased. (an und ½ int – Northwest Quarter only.)
- C. FURNISH a trust certificate executed by the current trustee(s) of the Horst Family Revocable Trust dated May 20, 2015.
- D. RECORD Trustee's Deed from the current trustee(s) of the Horst Family Revocable Trust dated May 20, 2015, to a contractual buyer TBD.
- E. FURNISH executed Owner's Affidavit.
- F. General Taxes and Special Assessments for the year 2024 in the amount of \$5,663.10 and prior years are PAID. (Key No. 1-01057, Stmt. No. 1710) (Greenwood County Treasurer's Office 620-583-8146)

**NOTE:** We reserve the right to make further requirements as we may deem necessary after receiving and examining the instruments required herein.

**ANY DEED** to be recorded must be accompanied by a Kansas Real Estate Sales Validation questionnaire unless a valid exemption is stated on the face of the deed pursuant to KSA 17-1437.

**REAL ESTATE TAXES** are billed on November 1 of the tax year and are due and payable at that time. The first half becomes delinquent on December 20 of the tax year; the second half becomes delinquent on May 10 of the following year.

**ANY STANDARD EXCEPTION** to be deleted must be requested prior to issuing the final title policy and may result in additional requirements.

**RECORDING FEES** are \$21.00 for the first page and \$17.00 for each additional page of each document.

**A REQUEST** for appropriate endorsements, if any, must be made to Greenwood County Title LLC prior to the issue of the final title policy. Fee is subject to adjustment based on endorsements requested.

**ANY STANDARD EXCEPTION** to be deleted must be requested prior to issuing the final title policy and may result in additional requirements.

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# SCHEDULE B II COMMITMENT 25-057

## 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 and special assessments for the year 2024 and subsequent years, not now due and payable.**
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. The Land shall not be deemed to include any house trailer, manufactured home, mobile home or mobile dwelling on the land.
14. **Injection Well Agreement, by and between the Horst Family Revocable Trust dated May 20, 2015, as Owner, and Schankie Well Service, Inc., as Lessee, filed for record April 27, 2017, and duly recorded in Misc. Book 109, Page 186.**
15. **Township Road Resolution, re: road closure, ... "Beginning at the Northeast Corner of Section 23...thence South One (1) Mile.", filed for record July 11, 2000, and duly recorded in Misc. Book 83, Page 357.**
16. **Right-of-Way Easement, to Rural Water District #3, Greenwood County, Kansas, filed for record March 22, 1996, and duly recorded in Misc. Book 77, Page 419.**
17. **Rights and liabilities in connection with the Upper Verdigris Watershed Joint District Number 24 of Chase, Lyon Greenwood, Woodson and Coffey Counties, Kansas, of which the real estate in question is a part, as evidenced by the Petition for Formation certified by the Secretary of State, of the State of Kansas, filed in County Records February 21, 1959, and duly recorded in Misc. Book 9, Page 1.**

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**SCHEDULE B II**  
**COMMITMENT**  
**25-057**  
**EXCEPTIONS – continued**

18. Oil and Gas Lease dated April 29, 2003, by and between Gene Horst and Bettie Horst, husband and wife, to Dart Oil & Gas Corporation, for a primary term of Three (3) years and covering the subject land, filed for record June 16, 2003, and duly recorded in Lease Book 49, Page 421, and except any instrument pertaining thereto.
19. Oil and Gas Lease dated January 16, 1981, by and between Gene Horst and Bettie Horst, husband and wife, to Schankie Well Service, Inc., for a primary term of Two (2) years and covering the subject land, filed for record January 27, 1981, and duly recorded in Lease Book 39, Page 583; Ratification of Oil and Gas Lease, filed February 11, 1981, in Misc. Book 45, Page 323, and except any instrument pertaining thereto.
20. Oil and Gas Lease dated January 20, 1956, by and between WR Clopton and Florence L. Clopton, husband and wife, to David F. Ash, for a primary term of One (1) year and covering the subject land, filed for record March 12, 1956, and duly recorded in Lease Book 21, Page 548; Affidavit of Production, recorded in Misc. Book 3, Page 472; Partial Releases, filed May 16, 1960, and duly recorded in Misc. Book 11, Pages 125, 126, 127, 129, 131, 133, 135, 137, 139, 141, 143, 145, 147, and 149, and except any instrument pertaining thereto.
21. Oil and Gas Lease dated December 15, 1922, by and between Amos Curry and Dollie Curry, husband and wife, to JK Simmons and JE Burke, for a primary term of Three (3) years and covering the subject land and other lands, filed for record December 19, 1922, and duly recorded in Lease Book 10, Page 487; Partial Release filed for record March 18, 1932, and duly recorded in Misc. Book KK, Page 577, and except any instrument pertaining thereto.

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