

Realty Executives Sudduth Realty, Inc.

608 State Street, Augusta, KS 67010

316-775-7717

BUYER REGISTRATION AGREEMENT

Address: 923 N Pine St Newton, KS 67114

Saturday, March 11th, 2017 10:00am

This form MUST be completed in order to bid on the aforementioned Real Estate. It is understood that a 10% Buyers Premium (Commission) will be added to the established Contract sales price and charged to the Buyer(s) at closing payable to Realty Executives Sudduth Realty & Auctions, Inc. and made part of the final HUD1 Settlement Statement. For example, a bid of \$100,000 will be assessed a \$10,000 Buyer's Premium payable at closing by Buyer(s). It is understood and hereby accepted by any and all potential Buyer(s) by signing below.

Property is being sold on an "AS IS - WHERE IS" basis. It is the responsibility of you the Buyer to insure that you understand the conduct of the Auction and have completed any and all desired inspections prior to the Auction.

BUYER SIGNATURE DATE PRINT NAME PHONE #

BUYER SIGNATURE DATE PRINT NAME PHONE #

ADDRESS

CITY, STATE, & ZIP

E-MAIL ADDRESS

Where did you hear about this auction?

Email _____ Wichita Eagle _____ Butler County Times Gazette

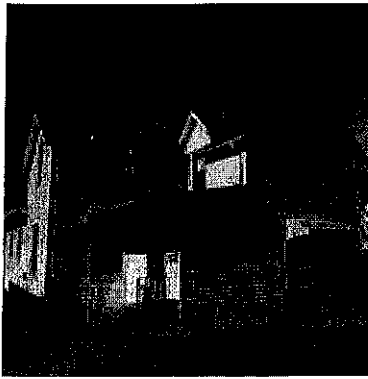
Facebook _____ Internet _____ Wichita Business Journal

Sign _____ Mail

Other _____



Click photo to enlarge or view multi-photos.



MLS #	531230	AG Bedrooms	4
Status	Active	Total Bedrooms	4.00
Type	Single Family OnSite Bit	AG Full/Half Bath	1 / 0
Address	923 N Pine St	T Full/T Half/T Baths	1 / 0 / 1
Address 2		Approx AGLA/Src	1592 / Court House
	Newton, KS 67114	Approx BFA/Src	0.00 / Court House
County	Harvey	Approx TFLA	1,592
Area	H36 - NE Newton	Garage Size	2
Subdivision	ORIGINAL TOWN	Original Price	\$0
Asking Price	\$0	Levels	1 - 1/2 Story
Elem School	Northridge	Basement	Cellar
Middle School	Chisholm	Approximate Age	81+
High School	Newton High Sch	Year Built	1915
Lot Size/SqFt	9000	Acreage Range	City Lot
Sale/Rent/Aucti...	Auction	Number of Acres	0.20

General Info

Level	Room Type	Dimensions	Floor
M	Master Bedroom	14x11	Wood
M	Living Room	27x15	Wood
M	Kitchen	12x11	Vinyl
U	Bedroom	13x15	Carpet
U	Bedroom	10x12	Carpet
U	Bedroom	14x11	Carpet

Est. Completion Date		Potential Short Sale	
Builder			
Virtual Tour			
AG OTHER ROOMS	Mud Room		
Legal	Newton Original Town S17, T23, R01E N50 LTS 19, 20, 23, 25, 27 and N50 E15 Lot 17 Blk 20		
Directions	Main & 9th E to home.		
Old Total Baths	1.00		

Features

APPLIANCES Dishwasher, Range/Oven
BASEMENT FINISH None
EXTERIOR AMENITIES Guttering, Sidewalks, Storm Door(s), Storm Shelter, Storm Windows/Ins Glass

ARCHITECTURE Traditional	FLOOD INSURANCE Unknown
EXTERIOR CONSTRUCTION Vinyl/Metal Siding	ROOF Composition
LOT DESCRIPTION Corner	FRONTAGE Paved Frontage
COOLING Central, Electric	HEATING Forced Air, Gas
KITCHEN FEATURES Electric Hookup	DINING AREA Living/Dining Combo
MASTER BEDROOM Master Bdrm on Main Level	UTILITIES Sewer, Natural Gas, Public Water
LAUNDRY Main Floor	GARAGE Detached, Opener, Oversized, Side Load
BASEMENT / FOUNDATION Cellar	POSSESSION At Closing
OWNERSHIP Individual	DOCUMENTS ON FILE Lead Paint
WARRANTY No Warranty Provided	
PROPERTY CONDITION REPORT No	

Taxes & Financing

Assumable Y/N	No	General Property Taxes	\$1,182.00	General Tax Year	2016
Yearly Specials	\$36.00	Total Specials	\$36.00	Currently Rented Y/N	No
Yearly HOA Dues		HOA Initiation Fee		Earnest \$ Deposited With	Regier Title

Auction Info

Auction Location On Site	Type of Auction Sale Absolute	Method of Auction Live Only	Auction Offering Real Estate Only
1 - Open for Preview	1 - Open/Preview Date	Auction Date 3/11/2017	Auction Start Time 10:00am
2 - Open for Preview	2 - Open/Preview Date	1 - Open Start Time	1 - Open End Time
3 - Open for Preview	3 - Open/Preview Date	2 - Open Start Time	2 - Open End Time
Broker Registration Req Yes	Earnest Amount %/\$ 10.00	3 - Open Start Time	3 - Open End Time
Earnest Money Y/N Yes	Personal Property Antiques-Tools	Buyer Premium Y/N Yes	Premium Amount 10.00
Terms of Sale 10% down, Balance at Closing As is	-Collectables-Glassware		

Sold

How Sold
Net Sold Price
Sale Price

Pending Date
Closing Date

Includes Lot Y/N
Previously Listed Y/N
Short Sale Y/N

Comments

Public Remarks This very nice 4 bedroom 1 bath 1 1/2 story home is being offered at ABSOLUTE Auction Saturday March 11th 10:00AM. The home includes a large living room and dining room with hard wood floors and a ground floor master bedroom with hard wood floors , spacious kitchen with newer vinyl floors and metal cabinets. There is also a laundry mudroom area, the 3 additional bedrooms are on the second floor. The home also includes a utility basement, Central Heat and Air Conditioning, Vinyl siding and a new roof. There is also an oversized 2 car garage with openers and a large back yard surrounded by a rose bush hedge. Parents do you want to help the kids get an affordable nice home they can build equity in? this is perfect. Investors do you need a home ready for tenants on day one? Here it is. This home is selling to the last buyer with their hand in the air at straight up 10:00AM Saturday, March 11th



This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase.
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Seller's Agent

The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. The seller's agent is responsible for performing the following duties:

- Promoting the interests of the seller with utmost good faith, loyalty and fidelity;
- Protecting the seller's confidences, unless disclosure is required;
- Presenting all offers in a timely manner;
- Advising the seller to obtain expert advice;
- Accounting for all money and property received;
- Disclosing to the seller all adverse material facts about the buyer that the agent knows; and
- Disclosing to the buyer all adverse material facts actually known by the agent, including:
 - > Environmental hazards affecting the property that are required to be disclosed;
 - > The physical condition of the property;
 - > Any material defects in the property; or
 - > Any material limitation on the seller's ability to complete the contract

The seller's agent has no duty to:

- Conduct an independent inspection of the property for the benefit of the buyer; or
- Independently verify the accuracy or completeness of any statement by the seller or any qualified third party.

Designated Seller's Agent

The designated agent is a seller's agent who has been designated by the broker to represent the seller to the exclusion of all other licensees affiliated with the firm. The designated agent performs all the duties of a seller's agent, while the other agents in the firm perform the duties of a transaction broker, unless they have a buyer agency agreement.

Buyer's Agent

The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. The buyer's agent is responsible for performing the following duties:

- Promoting the interests of the buyer with utmost good faith, loyalty and fidelity;
- Protecting the buyer's confidences, unless disclosure is required;
- Presenting all offers in a timely manner;
- Advising the buyer to obtain expert advice;
- Accounting for all money and property received;
- Disclosing to the buyer all adverse material facts that the agent knows; and
- Disclosing to the seller all adverse material facts actually known by the agent, including all material facts concerning the buyer's financial ability to perform the terms of the transaction.

The buyer's agent has no duty to:

- Conduct an independent investigation of the buyer's financial condition for the benefit of the seller; or
- Independently verify the accuracy or completeness of statements made by the buyer or any qualified third party.

Designated Buyer's Agent

The designated agent is a buyer's agent who has been designated by the broker to represent the buyer to the exclusion of all other licensees affiliated with the firm. The designated agent may show properties listed by other agents in the designated agent's firm. The designated agent performs all duties of a buyer's agent, while the other agents in the firm perform the duties of a seller's agent or a transaction broker.

Transaction Broker

The transaction broker is not an agent for either party, so the transaction broker does not advocate the interests of either party. The transaction broker is responsible for performing the following duties:

- Protecting the confidences of both parties, including the following information:
 - > The fact that a buyer is willing to pay more;
 - > The fact that a seller is willing to accept less;
 - > The factors that are motivating any party;
 - > The fact that a party will agree to different financing terms; and
 - > Any information or personal confidences about a party that might put the other party at an advantage.
- Exercising reasonable skill and care;
- Presenting all offers in a timely manner;
- Advising the parties regarding the transaction;
- Suggesting that the parties obtain expert advice;
- Accounting for all money and property received;
- Keeping the parties fully informed;
- Assisting the parties in closing the transaction;
- Disclosing to the buyer all adverse material facts actually known by the transaction broker, including the following:
 - > Environmental hazards affecting the property that are required to be disclosed;
 - > The physical condition of the property;
 - > Any material defects in the property or in the title to the property;
 - > Any material limitation on the seller's ability to complete the contract.
- Disclosing to the seller all adverse material facts actually known by the transaction broker, including all material facts concerning the buyer's financial ability to perform the terms of the transaction.

The transaction broker has no duty to:

- Conduct an independent inspection of the property for the benefit of any party;
- Conduct an independent investigation of the buyer's financial condition;
- Independently verify the accuracy or completeness of statements made by the seller, buyer or any qualified third party.

Buyer

Buyer

Property Address: 923 N Pine St Newton Kansas

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) RKS Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) RKS Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) Purchaser has received copies of all information listed above.

(d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) du Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>Roma T. Jackson</u> Seller	<u>2-10-17</u> Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
<u>[Signature]</u> Agent	<u>2/10/17</u> Date	_____ Agent	_____ Date

Disclosure of Special Assessments

Property Address: 923 N PINE ST NEWTON KANSAS

Sellers of real estate must now disclose in the contract, or by a separate statement, the existence of special assessments or fees against a property, or that the property is located in an improvement district. This includes special assessments for streets, sidewalks, storm water drains, sanitary sewer, parks and other similar improvements. The disclosure must be acknowledged by the buyer in writing. If the amount of the special assessment or fee is unknown, the seller must make a good faith estimate on the amount.

Special Assessments: In compliance with Kansas Law, Seller hereby discloses to Buyer, or purchaser, that the property is subject to special assessments for the purposes stated below or is located in an improvement district that may occasion the imposition of special assessments on the Property for such purposes, as follows:

Purpose: UNKNOWN \$360⁰⁰ per year, pay out in _____
Purpose: _____ \$ _____ per year, pay out in _____
Purpose: _____ \$ _____ per year, pay out in _____
Purpose: _____ \$ _____ per year, pay out in _____
Purpose: _____ \$ _____ per year, pay out in _____

Purpose: _____, the total amount of the assessment is unknown but is in good faith estimated to be \$ _____.

Seller: Loren Jackson Date 2-10-19 Seller _____ Date _____

I acknowledge that I have been informed of any Special Assessments concerning this property.

Buyer: _____ Date _____ Buyer: _____ Date _____



Tax Detail Information

Exit Parcel Detail

Map Layers

Tax Inquiry for ANGOOD, PATRICIA J, TR

Property Address

923 PINE ST

Tax ID	Sec-Twn-Rng	Sub	Blk	Lot	Description	Parcel Id/Cama	Parcel Classes	Date of Transfer
2016 Real Estate - 06401	17-23-01E	NEWTON ORIGINAL TOWN, SG CO		N50	NEWTON ORIGINAL TWN, SEDG CO , PT OF BLK	094-17-0-10-15-001.00-0	Residential Real Estate	
Tax Unit USD 004	373	NEWTON CITY	Mill Levy 163.021	Ad Valorem \$1,181.88	Special Assessments \$36.00	Total Tax \$1,217.88	Total Paid \$608.94	DIQ No
						Assessed Valuation \$7,532.00	Book-Page D239 - 0766	011516

Historic Tax Information

Full Report

Master			
Parcel ID	20079-094-17-0-10-15-001.00-0	Owner	ANGOOD, PATRICIA J TR
Address	923 N PINE ST	Prop Unit Num	
Mail Address	923 N PINE ST	City	NEWTON KS 67114 2719
Mail City	NEWTON KS 67114 2719	Crrt	C001
Mail Crrt	C001	Subdivision	NEWTON ORIGINAL TWN, SEDG CO
DBA or Owner2		Prop Addr Src	P
Care Of		County	HARVEY
Data Date		IDM Edition	16
Record Type		House Number	923
Latitude	38.053271	Direction	N
Longitude	-97.341377	Street	PINE ST
Section		Township	
Sale Date		Sale Price	
Tax Source	T	Tax Amount	\$1,217.88
Tax Year	2016	Tax Delinquent Year	
orig parcel id	094-17-0-10-15-001.00-0		

Values & Taxes			
Assess Year	2016	Improve Value	\$6,787.00
Land Value	\$745.00	Mkt Value Year	2016
Total Assess Value	\$7,532.00	Mkt Value Imp	\$59,020.00
Total Mkt Value	\$65,500.00	Mkt Value Land	\$6,480.00

Bldg Characteristics			
Air Cond	Y	Basement	N
Baths	100	Building Area	1592
Exterior Wall	S	Fireplace	
Foundation	G	Heating	Y
Type Const		Bedrooms	3

Site Characteristics			
Number of Bldgs	0	Year Built	1915
Number of Stories	1.5	Garage Spaces	2
Number of Units	1	Garage Type	D
Land Use Code	1001	Lot size	9000 SF
Land Use Desc	SINGLE FAMILY R	Acres	0.206612
Occupied Res	Y	Pool	

Transfers

Legal

Assessor Map Ref	MAP 094	Legal Block	20
Legal Brief	NEWTON ORIGINAL TWN, SEDG CO, S17, T23, R01E, N50 LTS 19, 21, 23, 25, 27 & N50 E15 LT 17, BLK 20	Muni Twshp	

Lot Num

Mortgage

Disclaimer:

This information is deemed reliable but not guaranteed.



Commitment No. 52548
COMMITMENT FOR TITLE INSURANCE
Issued By
FIRST AMERICAN TITLE INSURANCE COMPANY

First American Title Insurance Company, a Nebraska corporation ("Company"), for valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

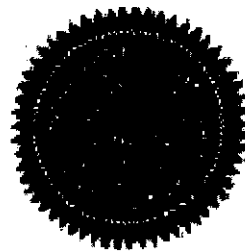
The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

BY: 
PRESIDENT

ATTEST: 
SECRETARY



Issued by Authorized Agent:

Regier Title Inc.
129 E. Broadway Suite 100
Newton, Kansas 67114
Phone: 316-283-2750
Fax: 316-283-5680

Commitment No. 52548
COMMITMENT FOR TITLE INSURANCE

Issued by
Regier Title Inc.
129 East Broadway Suite 100
Newton, KS 67114
Issuing Agent For
FIRST AMERICAN TITLE INSURANCE COMPANY

SCHEDULE A

Address Reference: **923 N Pine St., Newton, KS 67114**

1. Effective Date: **February 10, 2017, 7:59 am**

2. Policy or Policies to be issued: Amount

a. ALTA Owner's Policy (6-17-06):
Proposed Insured: **To be Agreed**

b. ALTA Loan Policy (6-17-06):
Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.

4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in:

The Patricia J. Angood Revocable Trust dated January 14, 2016

5. The land referred to in this Commitment is described as follows:

**Commencing at the Northeast corner of Block Twenty (20) in the City of Newton, Harvey County, Kansas; Thence South Forty-five (45) feet, Thence West One Hundred Ninety (190) feet, Thence North Forty-five (45) feet, Thence East One Hundred Ninety (190) feet, to the place of beginning; AND
Commencing Forty-five (45) feet South of the Northeast corner of Block Twenty (20), City of Newton, Harvey County, Kansas; Thence West One Hundred Eighty (180) feet; Thence South Five (5) feet; Thence East One Hundred Eighty (180) feet; Thence North Five (5) feet to the point of beginning.**

Commitment No. 52548
Commitment for Title Insurance

Issued by
Regier Title Inc.
129 East Broadway Suite 100
Newton, KS 67114
Issuing Agent For
FIRST AMERICAN TITLE INSURANCE COMPANY

Schedule B - Section 1

REQUIREMENTS

THE FOLLOWING ARE THE REQUIREMENTS THAT MUST BE COMPLIED WITH:

Instruments in insurable form which must be executed, delivered, and duly filed for record.

CLOSING: If this transaction is to close at Regier Title, Inc, questions regarding closing, including scheduling, should be directed to the Closing Department at: 316-283-2750

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 79-1437(e).

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. Tax information may be obtained from the Harvey County Treasurer's office at 316-284-6975.

1. Furnish for our file, an acknowledged Certification of Trust for The Patricia J. Angood Revocable Trust dated January 14, 2016, which is pursuant to K.S.A. 58a-1013, and confirms the current trustee has the power to consummate the proposed transaction.
2. Secure and file a properly executed Trustees Deed by which the current trustee or trustees of The Patricia J. Angood Revocable Trust dated January 14, 2016 convey captioned property To Proposed Insured, when established. The Trustees Deed must make reference to the terms and provisions of the Trust Agreement, be made pursuant to the powers conferred by said Agreement, state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked.

Commitment No. 52548
Commitment for Title Insurance

Issued by
Regier Title Inc.
129 East Broadway Suite 100
Newton, KS 67114
Issuing Agent For
FIRST AMERICAN TITLE INSURANCE COMPANY

SCHEDULE B - Section 2

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
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 a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. Taxes for the first half of 2016 and prior years are paid in full. Taxes for the last half of 2016 and all subsequent years are unpaid. TAX PAYER ID: 06401. FOR INFORMATION ONLY: The 2016 tax amount is \$1,217.88.

This report is not a representation of the condition of title to real property. It is not an abstract, legal opinion, opinion of title, title insurance commitment, or any form of title insurance or guaranty. This report is issued exclusively for the benefits of the applicant therefore, and may not be relied upon by any other person. Regier Title Inc. does not represent or warrant that the information herein is complete or free from error, and as a material part of the consideration given in exchange for the issuance of this report, recipient agrees that Regier Title Inc. sole liability for any loss or damage caused by an error or omission in this report shall be limited to the fee charged for the report, whether such error or omission results from negligence, accident, or other cause. All other liability for loss or damage is expressly disclaimed. Recipient accepts this report with this limitation and agrees that Regier Title Inc. would not have issued this report but for the limitation of liability described above. Regier Title Inc. makes no representation or warrant as to the legality or propriety of recipient's use of the information herein.

REGIER TITLE, INC.

PRIVACY POLICY

We collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as your name, address, telephone number, or social security number;
- Information about your transactions with us, our affiliates, or others. We receive this information from your lender, attorney, real estate broker, etc; and
- Information from public records

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide the products or services requested by you or your lender.

We maintain physical, electronic, and procedural safeguards that comply with appropriate federal and state regulations.

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we received from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2), as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidential and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Conditions

The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

1. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent of the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of the Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of this Conditions and Stipulations.
2. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
3. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the conditions of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of the Commitment.
4. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitrations at <http://www.alta.org/> **THIS PARAGRAPH DOES NOT APPLY IN THE STATE OF KANSAS.**