

# Realty Executives Sudduth Realty, Inc.

608 State Street, Augusta, KS 67010

316-775-7717

## BUYER REGISTRATION AGREEMENT

**Address: 5920 SW Ohio St Rd Augusta, KS**

**Thursday, March 16th, 2017 6:00pm**

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.



<b>MLS #</b>	531243	<b>AG Bedrooms</b>	2
<b>Status</b>	Active	<b>Total Bedrooms</b>	2.00
<b>Type</b>	Single Family OnSite Blt	<b>AG Full/Half Bath</b>	1 / 0
<b>Address</b>	5920 SW Ohio St Rd	<b>T Full/T Half/T Baths</b>	1 / 0 / 1
<b>Address 2</b>		<b>Approx AGLA/Src</b>	1004 / Court House
	Augusta, KS 67010	<b>Approx BFA/Src</b>	0.00 / Court House
<b>County</b>	Butler	<b>Approx TFLA</b>	1,004
<b>Area</b>	B01 - NW Suburban BTL	<b>Garage Size</b>	2
<b>Subdivision</b>	DOES NOT SHOW ONE	<b>Original Price</b>	\$0
<b>Asking Price</b>	\$0	<b>Levels</b>	One Story
<b>Elem School</b>	Towanda	<b>Basement</b>	None
<b>Middle School</b>	Circle	<b>Approximate Age</b>	81+
<b>High School</b>	Circle	<b>Year Built</b>	1915
<b>Lot Size/SqFt</b>	65340	<b>Acreeage Range</b>	1.01 - 5 Acres
<b>Sale/Rent/Auctl...</b>	Auction	<b>Number of Acres</b>	1.50

**General Info**

Level	Room Type	Dimensions	Floor
M	Master Bedroom	11x11	Wood
M	Living Room	12x24	Wood
M	Kitchen	11x12	Wood
M	Bedroom	11x11	Wood

**Est. Completion Date**  
**Bullder**  
**Virtual Tour**  
**Potential Short Sale**

**Legal** Lot 1 S35, T26, R04E  
**Directions** Ohio north of Augusta 1.5 miles on east side.  
**Old Total Baths** 1.00

**Features**

**APPLIANCES** None  
**BASEMENT FINISH** None

**ARCHITECTURE** Ranch  
**EXTERIOR CONSTRUCTION** Frame  
**LOT DESCRIPTION** Standard  
**COOLING** Central  
**LAUNDRY** Main Floor  
**BASEMENT / FOUNDATION** Cellar  
**OWNERSHIP** Individual  
**WARRANTY** No Warranty Provided  
**PROPERTY CONDITION REPORT** No

**FLOOD INSURANCE** Unknown  
**ROOF** Composition  
**FRONTAGE** Paved Frontage  
**HEATING** Forced Air  
**DINING AREA** Living/Dining Combo  
**UTILITIES** Septic, Propane Gas, Rural Water  
**GARAGE** Detached, Oversized  
**POSSESSION** At Closing  
**DOCUMENTS ON FILE** Lead Paint

**Taxes & Financing**

<b>Assumable Y/N</b>	No	<b>General Property Taxes</b>	\$1,089.00	<b>General Tax Year</b>	2016
<b>Yearly Specials</b>	\$0.00	<b>Total Specials</b>	\$0.00	<b>Currently Rented Y/N</b>	No
<b>Yearly HOA Dues</b>		<b>HOA Initiation Fee</b>		<b>Earnest \$ Deposited With</b>	Kansas Secured Title

**Auction Info**

<b>Auction Location</b> On Site	<b>Type of Auction Sale</b> Reserve	<b>Method of Auction</b> Live Only	<b>Auction Offering</b> Real Estate Only
<b>1 - Open for Preview</b>	<b>1 - Open/Preview Date</b>	<b>Auction Date</b> 3/16/2017	<b>Auction Start Time</b> 6:00pm
<b>2 - Open for Preview</b>	<b>2 - Open/Preview Date</b>	<b>1 - Open Start Time</b>	<b>1 - Open End Time</b>
<b>3 - Open for Preview</b>	<b>3 - Open/Preview Date</b>	<b>2 - Open Start Time</b>	<b>2 - Open End Time</b>
<b>Broker Registration Req</b> Yes	<b>Earnest Amount %/\$</b> 10.00	<b>3 - Open Start Time</b>	<b>3 - Open End Time</b>
<b>Earnest Money Y/N</b> Yes	<b>Personal Property</b>	<b>Buyer Premium Y/N</b> Yes	<b>Premium Amount</b> 10.00
<b>Terms of Sale</b> 10% down balance at closing as is			

Sold

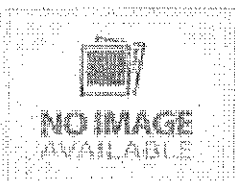
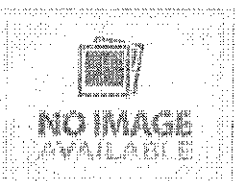
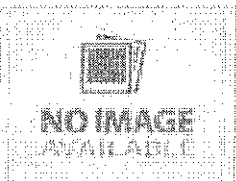
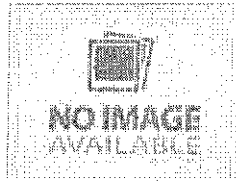
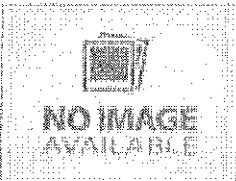
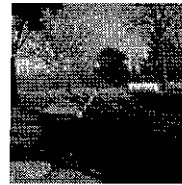
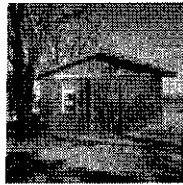
How Sold  
Net Sold Price  
Sale Price

Pending Date  
Closing Date

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

Comments

**Public Remarks** This 2 Bedroom 1 Bath Home is a complete remodel needed property. The property needs lots of work but the up sides are great and the return should be profitable. The property includes a 1004 square foot 2 bedroom home, an oversized 24'X36' 2 car garage with separate work area, there is a separate 22'X28' shop that has a heavy concrete floor and reinforced I-beams for lifts. This shop was used commercially for a welding shop and car repair years ago. All of this sits on 1.5 acres with black top frontage, rural water and all just north of Augusta. If you want a fixer upper that will put profit in your pocket this is an auction you will not want to miss.



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 in the title to the property; and
  - 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.

Buyer

Buyer

## 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.

## Disclosure of Special Assessments

Property Address: 5920 SW OHIO ST RD AUGUSTA

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: _____	\$ _____	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: _____	\$ _____	per year, pay out in _____

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

Seller: [Signature] Date 2/9/17 Seller Jeanne McMillon Date 2/9/17

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

Buyer: \_\_\_\_\_ Date \_\_\_\_\_ Buyer: \_\_\_\_\_ Date \_\_\_\_\_



Property Address: 5920 SW Ohio St Augusta KS 67010

**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).

*me* (ii) *SELL* 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).

*me* (ii) *SELL* 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.

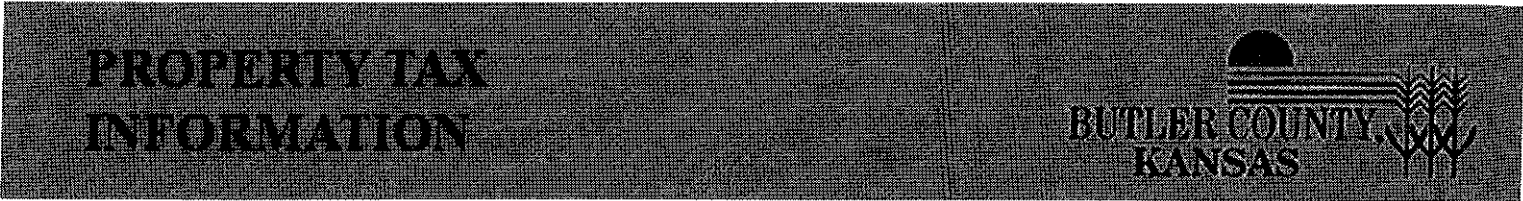
**Agent's Acknowledgment (initial)**

(f) *M* 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.

<i>[Signature]</i> Seller	<u>2-9-17</u> Date	<i>Jeanne McMullen</i> Seller	<u>2-9-17</u> Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
<i>[Signature]</i> Agent	<u>2/9/17</u> Date	_____ Agent	_____ Date



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**Current Tax Information**

<b>Type</b>	<b>CAMA Number</b>	<b>Tax Identification</b>
RL	207 35 0 00 00 012 00 0	126-482000
<b>Owner ID</b>	MCMU00001 MCMULLEN, JEANNE L	
<b>Taxpayer ID</b>	CORE00007 CORELOGIC TAX SERVICES ATTN: ESCROW REPORTING	
5920 S OHIO STREET		67010-
<b>Subdivision</b>	<b>Block</b>	<b>Lot(s)</b>
FORRESTER 1ST ADD		1
	<b>Section</b>	<b>Township</b>
	35	26
	<b>Range</b>	<b>04</b>

- [Tax History](#)
- [Current Real Estate Detail](#)
- [GIS Map](#)
- [Print Friendly Version](#)

Year	Statement #	Line #	Warrant #	Specials Description	Specials Payoff	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
<u>2016</u>	0036424	001			0.00	544.19	544.19	544.19	Yes	No

Click on underlined tax year to see payment detail and where the tax dollars go.

\* - Does not include interest, penalties and fees.

For delinquent tax pay off amount contact Butler County Treasurer 205 W. Central Ave, El Dorado, KS 67042, (316) 322-4210

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# Real Estate Information



This database was last updated on 2/8/2017 at 9:24 PM.

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## Parcel Details for 008-207-35-0-00-012.00-0

[View GIS Map](#) | [View Tax Detail](#)

Page 1 of 1

Owner Information		Property Address	
Owner's Name (Primary):	MCMULLEN, JEANNE L	Address:	5920 SW Ohio Street Rd Augusta, KS 67010
Mailing Address:	301 W Woodridge Ct		

General Property Information		Deed Information	
Property Class:	Residential - R	Document #	Document Link
Living Units:	1	1346-1676	<a href="#">View Deed Information</a>
Zoning:		1341-2917	<a href="#">View Deed Information</a>
Neighborhood:	009.0		
Taxing Unit:	128		

Neighborhood / Tract Information	
Neighborhood:	009.0 - Lot 1
Tract:	Section 36 Township 26 Range 04E
Tract Description:	FORRESTER 1ST ADD, Lot 1, ACRES 1.5, SECTION 35 TOWNSHIP 26 RANGE 04E
Acres:	1.50
Market Acres:	1.50

Land Based Classification System	
Function:	Single family residence (detached)
Activity:	Household activities
Ownership:	Private-fee simple
Site:	Developed site - with buildings

Property Factors			
Topography:	Level - 1	Parking Type:	Off Street - 1
Utilities:	Well - 5; Septic - 6	Parking Quantity:	Adequate - 2
Access:	Paved Road - 1	Parking Proximity:	On Site - 3
Fronting:	Secondary Artery - 2	Parking Covered:	
Location:	Neighborhood of Spot - 6	Parking Uncovered:	

Appraised Values				
Tax Year	Property Class	Land	Building	Total
2016	Residential - R	14,750	56,050	70,800
2015	Residential - R	14,750	58,350	74,100
2014	Residential - R	14,500	58,900	73,400
2013	Residential - R	16,750	58,250	75,000

Market Land Information					
Type	Method	Area or Acres	Eff. Frontage	Eff. Depth	Est. Value
Regular Lot - 1	Acres	1.50			00
Influence #1:		Influence #2:		Influence Override:	
Factor:		Factor:		Depth Factor:	

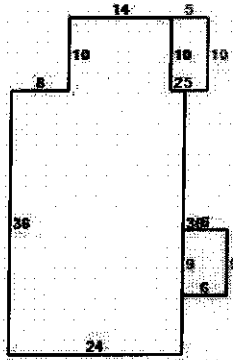
Residential Information	
Building # 1	Sketch Vector
Dwelling Information	Component Sales

*SEM* *Jme*



**Residence Type:** Residential/Agricultural  
**Quality:** AV  
**Year Built:** 1915  
**Effective Year:** 4  
**MS Style:** 1  
**LBCS Structure:** 2  
**Detached SFR unit:** 1  
**# of Units:** 1  
**Total Living Area:** 1,004  
**Calculated Area:** 1,004  
**Main Floor LA:** 1,004  
**Upper Floor LA %:** CDU  
**Phys / Func / Econ:** FR / N/A / N/A  
**Ovr % Good / RCN:** /  
**Remodel:** % Complete:  
**Assessment Class:**  
**MU Class #1 / %:** / **MU Class #2 / %:** / **MU Class #3 / %:** /

**Information**  
**Architectural Style:** Bungalow  
**Basement Type:** Crawl - 2  
**Total Rooms:**  
**Bedrooms:**  
**Family Rooms:**  
**Full Baths:**  
**Half Baths:**  
**Garage Capacity:**  
**Foundation:** Block - 3



**Black** = Original  
**Gray** = Raised Slab Porch (SF) with Roof 1  
**Red** = Raised Slab Porch (SF) with Roof 2

**Residential Components**

Code / Description	Units	Percentage	Quality	Year
Raised Slab Porch (SF) with Roof	50		LO-	
Raised Slab Porch (SF) with Roof Frame	54			
Siding/Shingle Composition		100		
Shingle		100		
Raised Subfloor (% or SF)	1,004			
Wall Furnace		100		
Plumbing Fixtures (#)	5			
Plumbing Rough-ins (#)	1			
Automatic Floor Cover Allowance				
Open Slab Porch (SF)	168		FR	1940
Storage Building Wood (SF)	86		FR	1950

**Commercial Information** [Information Not Available]

**Other Building Improvement Information**

Occup	MS Class	Rank	Quantity	Year Built	Effective Year	LBCS	Area	Perim	Hgt	Dimensions		Phys			Ovr %	RCN	% Good	MS Value
										(L x W)	Stories	Cond	Func	Econ				
Residential Garage Detached	D	FR	1	1940			864	120	10	36 x 24	1	AV	AV		2530	17	2530	
<b>Components</b>																		
Residential Garage Detached	D	LO	1	1940			816	100	10	28 x 22	1	FR	AV		1110	11	1110	
<b>Components</b>																		

**Agricultural Information** [Information Not Available]

*SGM gmc*



**COMMITMENT TO INSURE**

**AGREEMENT TO ISSUE POLICY**

We agree to issue a policy to you according to the terms of this commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions of Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II
- The Conditions.

This Commitment is not valid without Schedule A and Sections I and II of Schedule B.

Old Republic National Title Insurance Company has caused this Commitment to be signed and sealed by its authorized officers and issued by its authorized agent as of the Effective Date shown in Schedule A.

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

*A Stock Company*

*400 Second Avenue South, Minneapolis, Minnesota 55401*

*(812) 371-1111*

By

President

Attest

Secretary

**Issued by Authorized Agent:  
Kansas Secured Title, Inc. - El Dorado  
220 West Central Avenue, Suite 100  
P.O. Box 393  
El Dorado, Kansas 67042  
Phone: 316-320-2410  
FAX: 316-320-2452**

**COMMITMENT FOR TITLE INSURANCE**

Issued by

**Old Republic National Title Insurance Company**

By its Agent:

**Kansas Secured Title, Inc. - El Dorado  
220 West Central Avenue, Suite 100  
P.O. Box 393, El Dorado, Kansas 67042  
316-320-2410**

Title Officer:	<b>Debora Shaver</b>	File .:	<b>5137910</b>
Telephone:	<b>316-320-2410</b>	Revision No.:	
Email:	<b>dshaver@kstitle.com</b>	Customer File No.:	

**SCHEDULE A**

1. Effective Date: **February 9, 2017, 5:00 pm**

Property Address: **5920 SW Ohio Street Rd  
Augusta, KS 67010**

2. Policy (or Policies) to be issued:  
**ALTA Owner's Policy (6-17-06)**

Policy Amount: **\$230.00**

Proposed Insured: **To Be Determined**

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:

**Jeanne L. McMullen**

5. The land referred to herein is described as follows:

**See Exhibit "A" attached hereto and by this reference made a part hereof**



**EXHIBIT "A"**

The land referred to herein is described as follows:

**Lot 1, in FORRESTER FIRST ADDITION, a subdivision in the Southwest Quarter of Section 35, Township 26 South, Range 4 East of the 6th P.M., in Butler County, Kansas.**



**COMMITMENT FOR TITLE INSURANCE**

Issued by

***Old Republic National Title Insurance Company***

By its Agent:

**Kansas Secured Title, Inc. - El Dorado  
220 West Central Avenue, Suite 100  
P.O. Box 393, El Dorado, Kansas 67042  
316-320-2410**

**SCHEDULE B**

I. Requirements:

The following items need to be satisfied or released prior to closing. In the even these items are not satisfied or released they will show as exceptions on the policy(ies) when issued.

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest or mortgage to be insured.
3. We anticipate compliance with the following requirements:
  - a. **Record Warranty Deed from Jeanne L. McMullen and Stacy McMullen, Sr., wife and husband, to To Be Determined along with a Real Estate Sales Validation Questionnaire.**
  - b. **Record Release of Mortgage from Jeanne L. McMullen and Stacy McMullen, Sr., husband and wife to Option One Mortgage Corporation dated September 20, 2005, filed for record September 21, 2005 and duly recorded in Book 1345, Page 1677, securing the sum of \$52,000.00, and interest thereon. Assigned to Deutsche Bank National Trust Company as Trustee for the Certificateholders of Soundview Home Loan Trust 2005-OPT4, Asset-Backed Certificates. Seroes 2005-OPT4, by separate instrument filed for record March 18, 2008 and duly recorded in Book 2008, Page 9665.**
  - c. **FURNISH executed Owner's Affidavit and Certification.**
  - d. **FURNISH payment of taxes for second half of the year 2016 in the amount of \$544.19. Taxes for the first half of the year 2016 and prior years are paid. Total taxes for the year 2016 are \$1,088.38. (Key No. 126-482000, Stmt. No. 36424) (Butler County Treasurer's Office**



316-322-4210)

**24 month chain of title for informational purposes only:**

The following Deeds conveying title to the Land appear of record during the 24 months prior to the Effective Date hereof:

Trustee's Deed from Charles E. Forrester, Co-Trustee of the Movita R. Forrester Living Trust dated April 6, 1993, to Jeanne L. McMullen filed September 21, 2005, in Book 1345, Page 1676.

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

**LOAN POLICY ENDORSEMENTS for Residential properties: ALTA 5 PUD, ALTA 8.1 Environmental, ALTA 9 Comprehensive and ALTA 14 Future Advance, ALTA 7 Manufactured Housing, as applicable, are included at no additional charge. For other endorsements, please contact our office.**

**CLOSING: If this transaction is to close at Kansas Secured Title, questions regarding closing, including scheduling, a closing protection letter and wiring instructions, should be directed to the Closing Department at: El Dorado, 316-320-2410, Augusta 316-775-6941 or Eureka 620-583-5941**

**REAL ESTATE TAX INFORMATION: Contact the Butler County Treasurer's office at 316-322-4210; Greenwood County Treasurer's Office at 620-583-8146**

**RECORDING FEES (Effective January 1, 2017 to December 31, 2017) are generally \$18.00 for the first page and \$14.00 for each additional page of each document. Recording fees for releases and assignments of a single mortgage are \$17.00 for the first page and \$4.00 for each additional page. Kansas Mortgage Registration Tax is payable at the rate of \$1.00 per \$1,000 of indebtedness. Checks for these fees should accompany the documents and be made payable to the Register of Deeds.**

**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.**



## COMMITMENT FOR TITLE INSURANCE

Issued by

### ***Old Republic National Title Insurance Company***

By its Agent:

**Kansas Secured Title, Inc. - El Dorado  
220 West Central Avenue, Suite 100  
P.O. Box 393, El Dorado, Kansas 67042  
316-320-2410**

### SCHEDULE B

#### II. EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

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. GENERAL EXCEPTIONS:

- a) Rights or claims of parties in possession not shown by the Public Records.
- b) Easements or claims of easements, not shown by the Public Records.
- c) Any encroachment, encumbrance, violation, variation or adverse circumstance 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
- d) 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.
- e) Taxes, or special assessment, if any not shown as existing liens by Public Records.

#### 3. ADDITIONAL EXCEPTIONS:

- a) **General Taxes and Special Assessments for the year 2017 and subsequent years, not now due or payable.**

*ALTA Commitment (6-17-06)*

*Schedule B - Section II*

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- b) **A 10 foot building setback line on the West side and a 75 foot building setback line on the West side of the real estate in question as shown on the plat of Forrester First Addition filed for record July 16, 1981 and duly recorded in Plat Book O, Page 74B of the records of Butler County, Kansas.**
- c) **Right of Way granted to Kansas Telephone and Telegraph Company filed for record November 1, 1930 and duly recorded in Misc. Book 114, Page 496 of the records of Butler County, Kansas; now owned of record by Southwestern Bell Telephone Company.**
- d) **Rights and liabilities in connection with the Whitewater River Watershed Joint District Number 22, of Butler, Marion, Harvey and Sedgwick Counties, Kansas, of which the real estate in question is a part, as evidenced by instruments of record in Misc. Book 231, page 411 and Misc. Book 262, page 390 of the records of Butler County, Kansas.**
- e) **Right of Way Agreement granted to Southwestern Bell Telephone Company, filed for record August 20, 1969 and duly recorded in Book 290, Page 524 of the records of Butler County, Kansas.**
- f) **Right of Way Agreement granted to Southwestern Bell Telephone Company, filed for record August 20, 1969 and duly recorded in Book 290, Page 526 of the records of Butler County, Kansas.**





**Kansas Secured Title, Inc. - El Dorado/Title Midwest, Inc.**

**PRIVACY POLICY**

**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 and/or financial information. We agree that you have a right to know how we will utilize the personal information you provide us. Therefore, 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 that 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.

**TYPES OF INFORMATION**

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

- Information we receive from you on applications, forms and in other communications to us, whether in writing, 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 agent.

**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 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.

**CONFIDENTIALITY 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 that 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. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

This commitment is valid only if Schedule A, BI and BII are attached.

### Conditions

#### 1. DEFINITIONS

- (a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

#### 2. LATER DEFECTS

The Exceptions in Schedule B-Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (b) of Schedule B – Section I are met. We shall have no liability to you because of this amendment.

#### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

#### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have meets its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

- comply with the Requirement shown in Schedule B– Section I
- or
- eliminate with our written consent any Exceptions shown in Schedule B– Section II.

We shall not be liable for more than the Policy Amount show in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you."

#### CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.