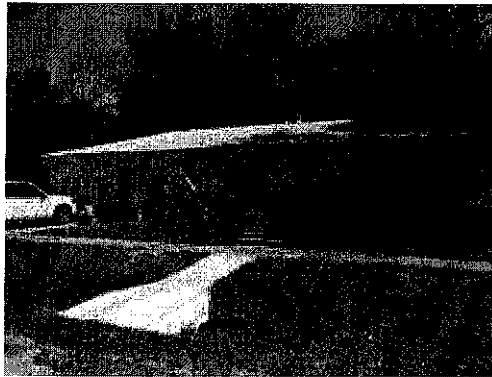


Click photo to enlarge or view multi-photos.



**MLS #** 537219  
**Status** Active  
**Type** Single Family OnSite Blt  
**Address** 320 E Cincinnati  
**Address 2**  
 Towanda , KS 67144  
**County** Butler  
**Area** B14 - Towanda  
**Subdivision** ORIGINAL TOWN-TOWANDA  
**Asking Price** \$0  
**Elem School** Towanda  
**Middle School** Benton  
**High School** Circle  
**Lot Size/SqFt** 7500  
**Sale/Rent/Aucti...** Auction

**AG Bedrooms** 3  
**Total Bedrooms** 3.00  
**AG Full/Half Bath** 2 / 0  
**T Full/T Half/T Baths** 2 / 0 / 2  
**Approx AGLA/Src** 1414 / Court House  
**Approx BFA/Src** 0.00 / Court House  
**Approx TFLA** 1,414  
**Garage Size** 1  
**Original Price** \$0  
**Levels** One Story  
**Basement** None  
**Approximate Age** 51-80  
**Year Built** 1955  
**Acreage Range** City Lot  
**Number of Acres** 0.17

**General Info**

Level	Room Type	Dimensions	Floor
M	Master Bedroom	17x9'6"	Lami...
M	Living Room	20x14'6"	Lami...
M	Kitchen	14'6x17	Vinyl
M	Bedroom	12'5x13	Wood
M	Bedroom	12'5x13	Wood

**Est. Completion Date**

**Potential Short Sale**

**Builder**

**Virtual Tour**

**Legal** S50 LTS 20, 22, 24 BLK S Sec 16 Twp 26 Range 04E, Butler County KS  
**Directions** US 254 to Towanda, exit onto Main, head east to 2nd St., turn south on 2nd to Cincinnati, go east on Cincinnati to home on corner north side.

**Old Total Baths**

**Features**

**APPLIANCES** Dishwasher, Disposal

**BASEMENT FINISH** None

**EXTERIOR AMENITIES** Guttering, Storm Shelter, Storm Windows/Ins Glass

**INTERIOR AMENITIES** Ceiling Fan(s), Window Coverings-All, Laminate - Other

**ARCHITECTURE** Ranch

**EXTERIOR CONSTRUCTION** Frame

**LOT DESCRIPTION** Corner

**COOLING** Central, Electric

**KITCHEN FEATURES** Pantry

**MASTER BEDROOM** Master Bdrm on Main Level, Shower/Master Bedroom

**LAUNDRY** Main Floor, 220-Electric

**BASEMENT / FOUNDATION** None

**OWNERSHIP** Individual

**WARRANTY** No Warranty Provided

**PROPERTY CONDITION REPORT** Yes

**FLOOD INSURANCE** Unknown

**ROOF** Composition

**FRONTAGE** Paved Frontage

**HEATING** Forced Air, Gas

**FIREPLACE** One, Living Room, Gas

**DINING AREA** Kitchen/Dining Combo

**UTILITIES** Sewer, Public Water

**GARAGE** Attached

**POSSESSION** At Closing

**DOCUMENTS ON FILE** Additional Photos, Lead Paint, Sellers Prop. Disclosure

**Taxes & Financing**

<b>Assumable Y/N</b>	No	<b>General Property Taxes</b>	\$1,630.10	<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

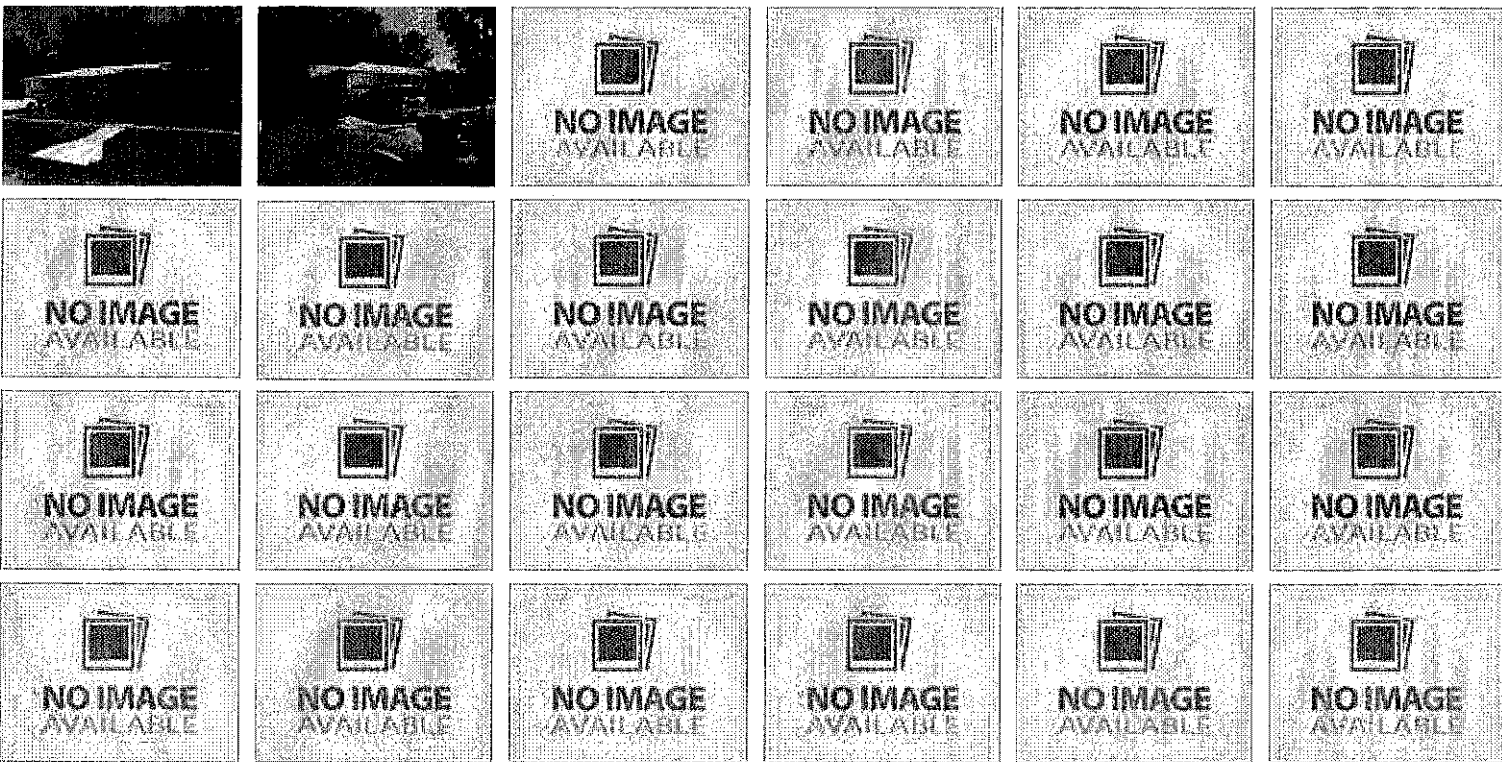
**Auction Info**

<b>Auction Location</b>	On Site	<b>Type of Auction Sale</b>	Absolute	<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>	7/25/2017	<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>							

Sold		
How Sold	Pending Date	Includes Lot Y/N
Net Sold Price	Closing Date	Previously Listed Y/N
Sale Price		Short Sale Y/N

**Comments**

**Public Remarks** 3 bedroom ranch with 2 baths, single car attached garage and newer high efficiency HVAC. Home has a gas fireplace in living room, hardwood floors under the laminate flooring and replacement windows. Excellent investment property or build your equity with a little sweat equity work.



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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# Realty Executives Sudduth Realty, Inc.

608 State Street, Augusta, KS 67010

316-775-7717

## BUYER REGISTRATION AGREEMENT

Address: 320 E Cincinnati St Towanda, KS

Tuesday, July 25th, 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 \_\_\_\_\_



## 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.

## 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

## Disclosure of Special Assessments

Property Address: 320 E CINCINNATI ST  
TOWANDA KS 67144

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 6-30-17 Seller: [Signature] Date 06-30-17

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

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



Property Address: 320 E CINCINNATI, TOWANDA KS 67144

**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)  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)  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)  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>[Signature]</u> Seller	<u>6-20-17</u> Date	<u>[Signature]</u> Seller	<u>06/20/17</u> Date
<u>[Signature]</u> Purchaser	<u>6/20/17</u> Date	<u>[Signature]</u> Purchaser	<u>        </u> Date
<u>[Signature]</u> Agent	<u>        </u> Date	<u>[Signature]</u> Agent	<u>        </u> Date

Parcel Details for 008-205-16-0-20-08-007.00-0



This database was last updated on 8/18/2017 at 9:28 PM

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Parcel Details for 008-205-16-0-20-08-007.00-0  
 Quick Reference #: 17898

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

Page 1 of 1

<b>Owner Information</b>		<b>Property Address</b>	
Owner's Name (Primary):	MILLER, MICHAEL R & KAY M	Address:	320 E Cincinnati St Towanda, KS 67144
Mailing Address:	320 E Cincinnati St		

<b>General Property Information</b>		<b>Deed Information</b>	
Property Class:	Residential - R	Document #	Document Link
Living Units:	1		
Zoning:			
Neighborhood:	621		
Taxing Unit:	014		

<b>Neighborhood / Tract Information</b>	
Neighborhood:	621
Tract:	Section: 16 Township: 28 Range: 04E
Tract Description:	TOWANDA, ORIG TOWN , S50 LTS 20, 22, 24 BLK 5 SECTION 16 TOWNSHIP 28 RANGE 04E
Acres:	0.17
Market Acres:	0.17

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

<b>Property Factors</b>			
Topography:	Level - 1	Parking Type:	On and Off Street - 3
Utilities:	All Public - 1	Parking Quantity:	Adequate - 2
Access:	Paved Road - 1; Sidewalk - 6	Parking Proximity:	On Site - 3
Fronting:	Residential Street - 4	Parking Covered:	
Location:	Neighborhood or Spot - 6	Parking Uncovered:	

<b>Appraised Values</b>				
Tax Year	Property Class	Land	Building	Total
2017	Residential - R	9,500	73,400	82,900
2016	Residential - R	9,500	73,600	83,100
2015	Residential - R	9,500	71,900	81,400
2014	Residential - R	11,880	71,420	83,300

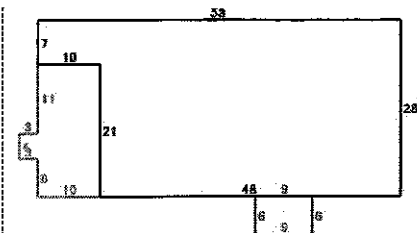
<b>Market Land Information</b>					
Type	Method	Area or Acres	Eff. Frontage	Eff. Depth	Est. Value
Regular Lot - 1	Sqft	7500.00			00
Influence #1:		Influence #2:		Influence Override:	
Factor:		Factor:		Depth Factor:	

<b>Residential Information</b>	
<b>Building #: 1</b>	Sketch Vector
Dwelling Information	Component Sales Information
Residence Type: Residential/Agricultural - 1	Architectural Style: Ranch
Quality: AV	Basement Type: Crawl - 2
Year Built: 1955	Total Rooms:
Effective Year: 5	Bedrooms:
MS Style: 1	Family Rooms:
LBCS Structure: 2	Full Baths:
Detached SFR unit	
# of Units:	
Total Living Area: 1	

*Michael Miller*

Calculated Area: 1,414  
 Main Floor LA: 1,414  
 Upper Floor LA %: CDU:  
 AV  
 Phys / Func / Econ: AV / N/A / N/A  
 Ovr % Good / RCN: /  
 Remodel: % Complete:  
 Assessment Class:

Half Baths: 1  
 Garage Capacity: Concrete - 2  
 Foundation:



**Black** = Original  
**Gray** = Attached Garage (SF) 1  
**Red** = Raised Slab Porch (SF) 2

MU Class #1 / %: / MU Class #2 / %: /  
 MU Class #3 / %: /

Residential Components

Code / Description	Units	Percentage	Quality	Year
Garage Finish, Attached (SF)	222			
Frame, Siding/Shingle Composition Shingle		100		
Raised Subfloor (% or SF)	1,414			
Warmed & Cooled Air		100		
Plumbing Fixtures (#)	8			
Plumbing Rough-ins (#)	1			
Automatic Floor Cover Allowance				
Storage Building, Wood (SF)	200		AV	1955
Raised Slab Porch (SF)	21		AV	1955
Attached Garage (SF)	222			
Raised Slab Porch (SF)	54		AV	1955

Commercial Information [Information Not Available]

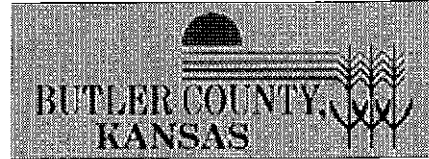
Other Building Improvement Information [Information Not Available]

Agricultural Information [Information Not Available]

*Michael Miller*



# PROPERTY TAX INFORMATION



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### Current Tax Information

**Type** RL      **CAMA Number** 205 16 0 20 08 007 00 0      **Tax Identification** 014-24000

**Owner ID** MILL00120MILLER, MICHAEL R & KAY M

**Taxpayer ID** MILL00120MILLER, MICHAEL R & KAY M

320 E CINCINNATI      67144-

**Subdivision** TOWANDA, ORIG TOWN      **Block**      **Lot (s)**      **Section**16      **Township**26      **Range**04

[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>	0031998	001			0.00	815.05	815.05	823.98	Yes	No

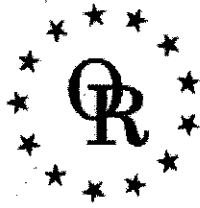
Click on underlined tax year to see payment detail and where the tax dollars go.

\* - 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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**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*

*(612) 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>Gia M. Garner</b>	File #:	<b>5138604</b>
Telephone:	<b>316-320-2410</b>	Revision No.:	
Email:	<b>ggarner@kstitle.com</b>	Customer File No.:	

**SCHEDULE A**

1. Effective Date: **June 21, 2017, 05:00 pm**  
  
Property Address: **320 Cincinnati St.**  
**Towanda, KS 67144**
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:  
  
**Michael R. Miller and Kay M. Miller**
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:

**The South 50 feet of Lots 20, 22 and 24, in Block 5, ORIGINAL Town, now City of TOWANDA, 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:

**The title examination reveals no open mortgages encumbering the real estate in question. Prior to closing, it will be necessary to confirm to the Company that there are no open mortgages relating to the real estate in question.**

- a. **Record Warranty Deed from Michael R. Miller and Kay M. Miller, husband and wife, to a buyer TO BE DETERMINED along with a Real Estate Sales Validation Questionnaire.**
- b. **FURNISH executed Owner's Affidavit and Certification.**
- c. **FURNISH payment of taxes for second half of the year 2016 in the amount of \$815.05, plus interest and penalties. Taxes for the first half of the year 2016 and prior years are paid. Total taxes for the year 2016 are \$1,630.10. (Key No. 14-24000, Stmt. No. 31998) (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:**

**Warranty Deed from Ormena A. Steeley, Exectutrix under the Last Will and Testament of Florence**

*ALTA Commitment (6-17-06)  
Schedule B - Section I*

Page 4

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E. Priet, deceased, to Michael R. Miller and Kay M. Miller filed July 13, 1978 in Book 342, Page 551.

**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 and payable.**







**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.

# Kansas Secured Title, Inc. - El Dorado

220 West Central Avenue, Suite 100

P.O. Box 393

El Dorado, KS 67042

Voice: 316-320-2410 Fax: 316-320-2452



SERVICE BEYOND  
EXPECTATION

To:	
Realty Executives Sudduth Realty, Inc. Attn: Kolleen Griffin 608 State St Augusta, KS 67010	Our File No.: 5138604 Invoice Date: 6/26/2017 Customer File No. Loan No.

Buyer: To Be Determined  
Seller: Michael R. Miller and Kay M. Miller  
Property: 320 Cincinnati St.  
Address: Towanda, KS 67144  
Sale Price: \$230.00  
Loan Amount:  
2<sup>nd</sup> Loan Amount:

## INVOICE

DESCRIPTION	AMOUNT	QTY	TOTAL
Preliminary Title Commitment	\$0.00	1	\$0.00
INVOICE TOTAL			\$0.00

### FOR THE PURPOSE OF CLOSING DISCLOSURE PREPARATION

Description	Amount	CD Section
Title - Lenders Policy	NA	B or C
Title - Owners Policy	NA	H
Title - Closing-Settlement Fee		
Title - Electronic filing fee is \$5.00 per instrument		C

Visit us on the Web at [www.kstitle.com](http://www.kstitle.com)  
Thank you for choosing Kansas Secured Title!