

MLS # 536806 **Sale/Rent/Auction** Auction
Status Active
Type Farm
Address 0 12th Road , KS 67146
County Cowley
Area C50 - Suburban Cowley
Subdivision FARM RURAL
Asking Price \$0 **Original Price** \$0
Class Land
Elem School Udall
Middle School Udall
High School Udall
Price Per Acre
Lot Size/SqFt 2313036 **Number of Acres** 53.10
Zoning Usage Agriculture



Click photo to enlarge or view multi-photos.



General Info

Legal

Directions East of Mulvane and south of Rose Hill. At the intersection of SW 240th and Butler Rd go south 1 mile to 12th Rd, then east 3/4 mile to property.

Features

SHAPE / LOCATION Irregular	TOPOGRAPHIC Pond/Lake, Rolling, Wooded
PRESENT USAGE None/Vacant	ROAD FRONTAGE Gravel
UTILITIES AVAILABLE Electricity, Private Water	IMPROVEMENTS None
OUTBUILDINGS Grain Bin, Milking Barn	MISCELLANEOUS FEATURES Mineral Rights Included
SALE OPTIONS None	FLOOD INSURANCE Unknown
OWNERSHIP Individual	POSSESSION At Closing
DOCUMENTS ON FILE Aerial Photos	PROPOSED FINANCING Other/See Remarks

Virtual Tour

Taxes & Financing

General Taxes \$135.00	General Tax Year 2016
Total Specials \$0.00	Earnest \$ Deposited With Kansas Secured Title
HOA Initiation Fee 0.00	

Auction Info

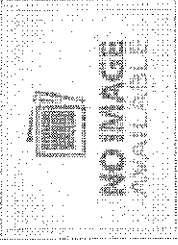
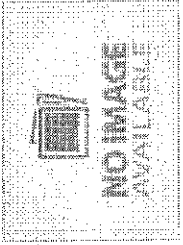
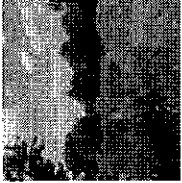
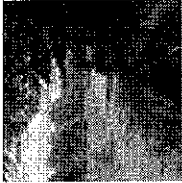
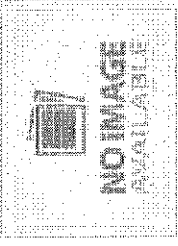
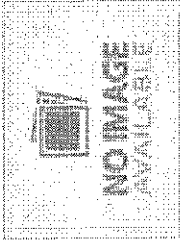
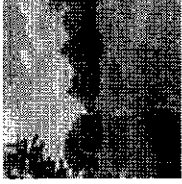
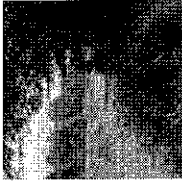
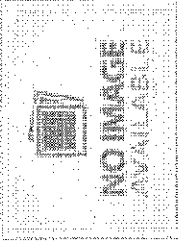
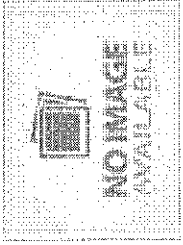
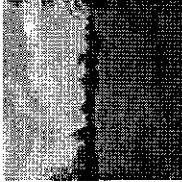
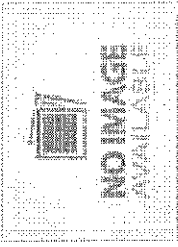
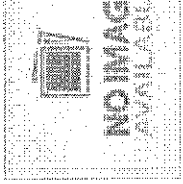
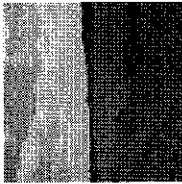
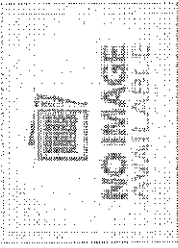
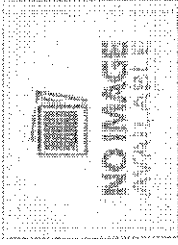
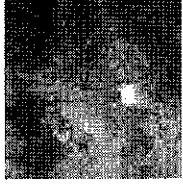
Auction Location On Site	Type of Auction Absolute	Method of Auction Live Only	Auction Offering Real Estate Only
1 - Open for Preview	1 - Open/Preview Date	Auction Date 7/13/2017	Auction Start Time 6:00pm
2 - Open for Preview	2 - Open/Preview Date	1 - Open Start Time	1 - Open End Time
3 - Open for Preview	3 - Open/Preview Date	2 - Open Start Time	2 - Open End Time
Broker Registration Req Yes	Broker Reg Deadline 07/11/2017	3 - Open Start Time	3 - Open End Time
Earnest Money Y/N Yes	5:00pm	Buyer Premium Y/N Yes	Premium Amount 10.00
	Earnest Amount %/\$ 10.00		

Sold

How Sold	Pending Date	Includes Lot Y/N
Net Sold Price \$0	Closing Date	Previously Listed Y/N
Sale Price		Short Sale Y/N

Comments

Selling at Absolute Auction Thursday July 13th 6:00PM on site. The 53.1 acre property is a fantastic building site as it includes the old farm stead with all of the trees a several old barns. The balance of the property includes lots of trees and timber, pasture and a pond. This is a tough property to find with all of the character and only ¼ of a mile to black top.



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. © Copyright 2016 South Central Kansas MLS, Inc. All rights reserved.

Prepared by: MARK W SUDDUTH

Realty Executives Sudduth Realty, Inc.

06/23/2017

MLS # 536806

<http://www.southcentralkansasmls.com/DocumentS/Domestic/DomesticMicroListingID=536806&screenWidth=1070&>

6/23/2017

Realty Executives Sudduth Realty, Inc.

608 State Street, Augusta, KS 67010
316-775-7717

BUYER REGISTRATION AGREEMENT

Address: 0 12th Rd Udall, KS

Thursday, July 13th, 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 HUD-1 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 _____



SURVEY

September 17, 2009

State of Kansas }
 }SS
County of Cowley }

I, Lowell D. High, Land Surveyor in the State of Kansas, do hereby certify that I did on the 17th day of September, 2009, survey the following described property:

TRACT 1

Commencing at the NE $\frac{1}{4}$ of Section 8, T30S, R3E of the 6th P.M., Cowley County, Kansas; thence N 88° 16' 22" W (assumed) along the North line of said NE $\frac{1}{4}$, 1253.01 feet to a point of beginning; thence S 0° 00' E parallel with the East line of said NE $\frac{1}{4}$, 521.5 feet; thence N 88° 16' 22" W, 208.2 feet; thence S 0° 00' E, 2098.77 feet to the South line of said NE $\frac{1}{4}$, thence N 88° 25' 45" W along the South line of said NE $\frac{1}{4}$, 885.47 feet to a point 404.86 feet East of the SW corner of said NE $\frac{1}{4}$; thence N 0° 11' 58" E parallel with the West line of said NE $\frac{1}{4}$, 2152.43 feet; thence N 88° 16' 22" W, 4.89 feet, thence N 0° 11' 58" E, 220 feet; thence S 88° 16' 22" E parallel with the North line of said NE $\frac{1}{4}$, 300 feet; thence N 0° 11' 58" E, 250 feet to the North line of said NE $\frac{1}{4}$, said point being 700 feet East of the NW corner of said NE $\frac{1}{4}$, thence S 88° 16' 22" E along the North line of said NE $\frac{1}{4}$, 789.49 feet to the point of beginning.

TRACT 2

Commencing at the NE corner of the NE $\frac{1}{4}$ of Section 8, T30S, R3E of the 6th P.M., Cowley County, Kansas; thence N 88° 16' 22" W (assumed) along the North line of said NE $\frac{1}{4}$, 835.34 feet to a point of beginning, said point being 1907.16 feet East of the NW corner of said NE $\frac{1}{4}$; thence S 0° 00' E parallel with the East line of said NE $\frac{1}{4}$, 521.5 feet; thence S 88° 16' 22" E, 345.84 feet; thence S 0° 00' E, 1336.13 feet; thence S 88° 25' 45" E parallel with the South line of said NE $\frac{1}{4}$, 114.46 feet; thence S 0° 00' E, 760 feet to the South line of said NE $\frac{1}{4}$, said point being 375 feet West of the SE corner of said NE $\frac{1}{4}$; thence N 88° 25' 45" W along the South line of said NE $\frac{1}{4}$, 1086.09 feet; thence N 0° 00' E, 2098.77 feet; thence S 88° 16' 22" E, 208.2 feet; thence N 0° 00' E, 521.5 feet to the North line of said NE $\frac{1}{4}$, thence S 88° 16' 22" E along North line of said NE $\frac{1}{4}$, 417.67 feet to the point of beginning.

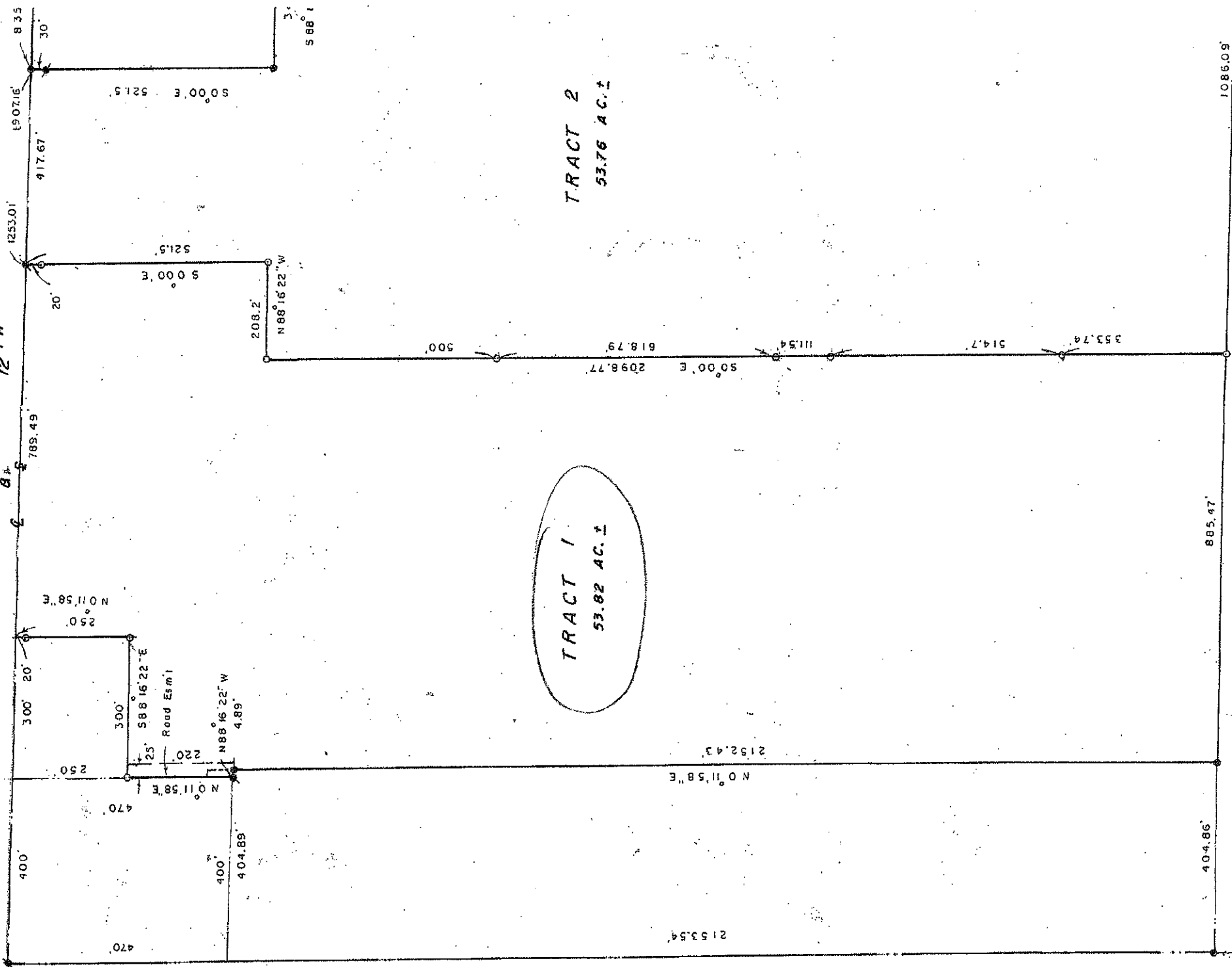
The accompanying plat is a true and correct exhibit of said survey.

Lowell D. High, L.S. 685
P.O. Box 781489
Wichita, Kansas 67278-1489
316-633-2764

NW Cor. NE 1/4 Sec. 8-30-3E
Fd. 1/2" Rebar

N 88°16'22" W 2742.50' (Mfoss)

12 TH



TRACT 1
53.82 AC. ±

TRACT 2
53.76 AC. ±

SW Cor. NE 1/4
Fd. 1/2" Rebar capped
"Cullum"

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 _____

Buyer _____

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.

Location: Neighborhood or Spot - 6 Parking Uncovered:

Appraised Values				
Tax Year	Property Class	Land	Building	Total
2017	Agricultural Use - A	3,090	330	3,420
2016	Agricultural Use - A	2,620	340	2,960

Market Land Information [Information Not Available]

Residential Information [Information Not Available]

Commercial Information [Information Not Available]

Other Building Improvement Information

Occup	MS Class	Rank	Quantity	Year Effective		LBCS	Area	Perim	Hgt	Dimensions		Stories	Phys Cond		Econ	Ovr %	Ovr Reason	RCN LD	% Good	MS Value	
				Built	Year					(L x W)	Area		Area								
Tool Shed	D	LO	1	1920			600	100	8	30 x 20	1	PR	PR					330	4	330	
Components																					
Code																					
Concrete Block																					
											Units	Percentage %	Area	Other	Rank	Year					
												100									
Tool Shed	D	LO	1	1930			195	56	8	15 x 13	1	PR	NO					0	0	0	
Components																					
Code																					
Single -Wall-Boards on Wood																					
											Units	Percentage %	Area	Other	Rank	Year					
												100									
Tool Shed	D	LO	1	1920			312	76	8	26 x 12	1	PR	NO					0	0	0	
Components																					
Code																					
Single -Wall-Boards on Wood																					
											Units	Percentage %	Area	Other	Rank	Year					
												100									
Tool Shed	D	LO	1	1940			144	50	8	16 x 9	1	PR	NO					0	0	0	
Components																					
Code																					
Single -Wall-Boards on Wood																					
											Units	Percentage %	Area	Other	Rank	Year					
												100									

Agricultural Information

Agricultural Land					
Land Type:	Dry Land - DR	Irrig. Type:		Adjust Code:	Use Value: 470
Acres:	6.33	Well Depth:		Govt. Prgm:	Market Value: 15,820
Soil Unit:	3911	Acres Feet:		Base Rate: 74	
		Acres Feet/Ac:		Adjust Rate: 74	

[Handwritten signatures]

Land Type: Dry Land - DR
Acres: 1.33
Soil Unit: 3912

Irrig. Type:
Well Depth:
Acre Feet:
Acre Feet/Ac:

Adjust Code:
Govt. Prgm:
Base Rate: 63
Adjust Rate: 63

Use Value: 80
Market Value: 3,310

Land Type: Dry Land - DR
Acres: 3.52
Soil Unit: 4671

Irrig. Type:
Well Depth:
Acre Feet:
Acre Feet/Ac:

Adjust Code:
Govt. Prgm:
Base Rate: 196
Adjust Rate: 196

Use Value: 690
Market Value: 8,810

Land Type: Native Grass - NG
Acres: 8.67
Soil Unit: 3911

Irrig. Type:
Well Depth:
Acre Feet:
Acre Feet/Ac:

Adjust Code:
Govt. Prgm:
Base Rate: 44
Adjust Rate: 44

Use Value: 380
Market Value: 14,740

Land Type: Native Grass - NG
Acres: 2.22
Soil Unit: 3912

Irrig. Type:
Well Depth:
Acre Feet:
Acre Feet/Ac:

Adjust Code:
Govt. Prgm:
Base Rate: 44
Adjust Rate: 44

Use Value: 100
Market Value: 3,770

Land Type: Native Grass - NG
Acres: 31.08
Soil Unit: 4671

Irrig. Type:
Well Depth:
Acre Feet:
Acre Feet/Ac:

Adjust Code:
Govt. Prgm:
Base Rate: 44
Adjust Rate: 44

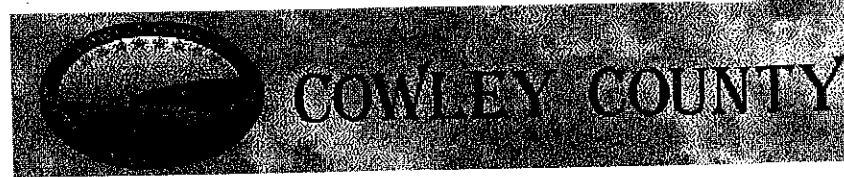
Use Value: 1,370
Market Value: 52,830

Agricultural Land Summary

Dry Land - DR Acres: 11.18
Native Grass - NG Acres: 41.97

Total Land Acres: 53.15
Total Land Use Value: 3,090
Total Land Mkt Value: 99,280

Real Estate Information



This database was last updated on 5/21/2017 at 6:27 PM

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Parcel Details for 018-063-08-0-00-00-001.00-0

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

Page 1 of 1



Owner Information		Property Address	
Owner's Name (Primary): PIERCE-SAWYERS,ROBBI & SAWYERS,MICHELLE Mailing Address: 6100 S Seneca Wichita Ks 67217		Address: 0 12th Rd Udall, KS 67146	
General Property Information		Deed Information	
Neighborhood / Tract Information			
Neighborhood:	608		
Tract:	Section: 08 Township: 30 Range: 03		
Tract Description:	S08 , T30 , R03 , ACRES 53.1 , PT NE1/4 BEG W1253.01 FROM NE COR,S521.5,W208.2,S2098.77,W88 5.47,N2152.43,W4.89,N220,E300, N250,E TO POB LESS ROW		
Acres:	53.10		
Land Based Classification System			
Function:	Farming / ranch land (with Ag improvements)		
Activity:	Farming, plowing, tilling, harvesting, or related activities		
Ownership:	Private-fee simple		
Site:	Dev Site - crops, grazing etc - with structures		
Property Factors			
Topography:	Level - 1; Rolling - 4	Parking Type:	Off Street - 1
Utilities:	Well - 5; Septic - 6	Parking Quantity:	Adequate - 2
Access:	Semi Improved Road - 2	Parking Proximity:	On Site - 3
Fronting:	Secondary Street - 3	Parking Covered:	

RB *MDS*



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Current Tax Information

Type CAMA Number Tax Identification
 RL 063 08 0 00 00 001 00 0 01 055-21000 [Tax History](#)
Owner ID PIER00041PIERCE-SAWYERS, ROBBI & SAWYER [Current Real Estate Detail](#)
Taxpayer ID PIER00041PIERCE-SAWYERS, ROBBI & SAWYER [GIS Map](#)
 0 12TH 67146- [Print Friendly Version](#)

Subdivision **Block** **Lot (s)** **Section8** **Township30** **Range3**

Year #	Statement #	Line #	Warrant #	Specials Description	Specials Payoff	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid	Yes	Yes
2016	0012470	001			0.00	67.07	67.07	0.00	0.00	0.00	Yes	Yes

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 Cowley County Treasurer 311 E. 9th Ave Winfield, Kansas 67156, (620) 221-5411.

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Disclosure of Special Assessments

Property Address: 0/12th Rd UDAIL KS

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 my occasion the imposition of special assessments on the Property for such purposes, as follows:

Purpose:	<u>0</u>	\$		per year, pay out in
Purpose:	<u>0</u>	\$		per year, pay out in
Purpose:	<u>0</u>	\$		per year, pay out in
Purpose:	<u>0</u>	\$		per year, pay out in
Purpose:	<u>0</u>	\$		per year, pay out in
Purpose:	<u>0</u>	\$		per year, pay out in

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

Seller: Paul D. Dwyer Date 6-7-17 Seller [Signature] Date 06/07/2017

I acknowledge that I have been informed of any Special Assessments concerning this property. Buyer: _____ Date _____ Buyer: _____ Date _____





Fidelity National Title Insurance Company

File No. 1611623

COMMITMENT FOR TITLE INSURANCE

Issued By
Fidelity National Title Insurance Company

Fidelity National Title Insurance Company, ("Company"), for a 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 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 such policy or policies is not the fault of the Company

IN WITNESS WHEREOF, Fidelity National 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.

By **Fidelity National Title Insurance Company**



Attest **John C. [Signature]**
President

*John C. [Signature]
Secretary*

27CI0672

ALTA Commitment - 2006 with Kansas and Missouri Modifications

Issued by Authorized Agent:

Walnut Valley Title, LLC

116 East 9th

Winfield, Kansas 67156

Phone: 620-229-7700

FAX: 620-229-9975

COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

By its Agent:
Walnut Valley Title, LLC
116 East 9th, Winfield, Kansas 67156
620-229-7700

Title Officer:	Judy A. Kraus	File #:	1611623
Telephone:	620-229-7700	Revision No.:	
Email:	jkraus@walnutvalleytitle.com	Customer File No.:	

SCHEDULE A

- Effective Date: June 16, 2017, 01:00 pm
Property Address: 00000 12th Rd
Udall, KS 67146
- Policy (or Policies) to be issued:
ALTA Owner's Policy (6-17-06)
Proposed Insured: To Be Determined
- The estate or interest in the land described or referred to in this Commitment is:
Fee Simple.
- Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in:
Robbi Pierce-Sawyers and Michelle Sawyers, as joint tenants
- The land referred to herein is described as follows:
See Exhibit "A" attached hereto and by this reference made a part hereof

Policy Amount:



EXHIBIT "A"

The land referred to herein is described as follows:

Commencing at the Northeast corner of the Northeast Quarter of Section 8, Township 30 South, Range 3 East of the 6th P.M., Cowley County, Kansas; thence North 88°16'22" West (assumed) along the North line of said Northeast Quarter, 1253.01 feet to a point of beginning; thence South 0°00' East parallel with the East line of said Northeast Quarter, 521.5 feet; thence North 88°16'22" West, 208.2 feet; thence South 0°00' East, 2098.77 feet to the South line of said Northeast Quarter; thence North 88°25'45" West along the South line of said Northeast Quarter, 885.47 feet to a point 404.86 feet East of the Southwest corner of said Northeast Quarter; thence North 0°11'58" East parallel with the West line of said Northeast Quarter, 2152.43 feet; thence North 88°16'22" West, 4.89 feet; thence North 0°11'58" East, 220 feet; thence South 88°16'22" East parallel with the North line of said Northeast Quarter, 300 feet; thence North 0°11'58" East, 250 feet to the North line of said Northeast Quarter, said point being 700 feet East of the Northwest corner of said Northeast Quarter; thence South 88°16'22" East along the North line of said Northeast Quarter, 789.49 feet to the point of beginning.



COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

By its Agent:

**Walnut Valley Title, LLC
116 East 9th, Winfield, Kansas 67156
620-229-7700**

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. **Taxes for the year 2016 in the amount(s) of \$134,14 and prior years are paid. (Tax ID No. 55-21000) (Cowley County Treasurer's Office 620-221-5412)**
 - b. **It will be necessary to obtain and to file for record a Warranty Deed from Robbi Pierce-Sawyers, and spouse, if any, and Michelle Sawyers, and spouse, if any, to A Buyer To Be Determined, along with a Real Estate Sales Validation Questionnaire.**

NOTE: This Commitment contains HYPER-LINKS to certain documents. Items which are BLUE AND UNDERLINED are hyper-links and the referenced documents may be viewed by clicking them.

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 Matthew B. Kreidler, a single person and Melissa J. Kreidler n/k/a Melissa J. Skidmore, a single person, to Mark A. Arnold filed September 30, 2009, in Book 842, Page 034.

Journal Entry of Final Settlement in Sedgwick County Probate Case 15PR994, filed in Cowley County on April 18, 2016, in Book 978, Page 29, where property was awarded to Loretta D. Arnold.

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

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Quit Claim Deed from Loretta D. Arnold, a single person, to Robbi Pierce-Sawyer and Michelle Sawyer, as joint tenants on August 30, 2016, in Book 984, Page 746.

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

REAL ESTATE TAX INQUIRIES: Cowley County Treasurer 620-221-5411

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 Walnut Valley Title, LLC questions regarding closing, including scheduling, a closing protection letter and wiring instructions, should be directed to the Closing Department at: 620-229-7700

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.



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SCHEDULE B

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. *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 circumstance affecting the title that would be disclosed by an accurate and complete land survey 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 which are not shown as existing liens by the public records.*
7. **General Taxes and Special Assessments for the year 2017 and subsequent years, not now due and payable.**
8. **Right of Way Contract granted to Phillips Pipe Line Company, filed August 21, 1997 and recorded in Book 538, at Page 476 in the Office of the Register of Deeds of Cowley County, Kansas.**
9. **Oil and Gas Lease dated October 20, 2005 for a primary term of 3 year(s), filed March 10, 2006 in Book 764, Page 181 in the office of the Register of Deeds, Cowley County, Kansas.**



10. Affidavit Re: Memorandum of Agreement between Targa Pipeline Mid-Continent Westok, LLC (formerly Atlas Pipeline Mid-Continent Westok, LLC) and Sandridge Exploration and Production, LLC filed March 25, 2016 and recorded in Book 976, Page 675.
11. Rights of the State of Kansas, of the County of Cowley and of the public in and to that portion of the real estate taken or used for road purposes off the North side.



Walnut Valley Title, LLC/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, B1 and B11 are attached.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed or other security instrument.
2. 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 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 this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. 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 the 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 the Exclusion 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.
4. 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 condition 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 this Commitment.
5. *This paragraph is intentionally deleted.*

72C10672

ALTA Commitment – 2006 with Kansas and Missouri
Modifications

This commitment is valid only if Schedule A, B1 and B11 are attached.