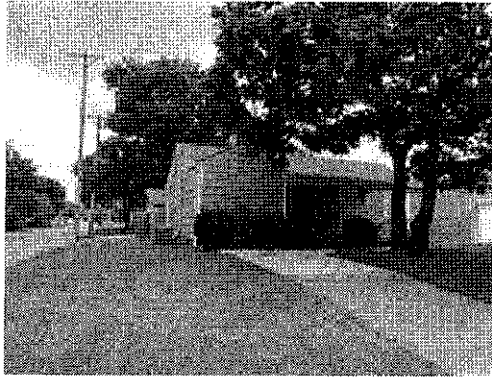


Click photo to enlarge or view multi-photos.



<b>MLS #</b>	540180	<b>AG Bedrooms</b>	2
<b>Status</b>	Active	<b>Total Bedrooms</b>	2.00
<b>Type</b>	Single Family OnSite Bit	<b>AG Full/Half Bath</b>	1 / 0
<b>Address</b>	1522 N Cron	<b>T Full/T Half/T Baths</b>	1 / 0 / 1
<b>Address 2</b>		<b>Approx AGLA/Src</b>	946 / Court House
	Augusta, KS 67010	<b>Approx BFA/Src</b>	0.00 / Court House
<b>County</b>	Butler	<b>Approx TFLA</b>	946
<b>Area</b>	B12 - Augusta	<b>Garage Size</b>	2
<b>Subdivision</b>	MOYLE PARK 2ND ADDITION	<b>Original Price</b>	\$0
<b>Asking Price</b>	\$0	<b>Levels</b>	One Story
<b>Elem School</b>	Lincoln	<b>Basement</b>	None
<b>Middle School</b>	Augusta	<b>Approximate Age</b>	51-80
<b>High School</b>	Augusta	<b>Year Built</b>	1951
<b>Lot Size/SqFt</b>	6500	<b>Acreege Range</b>	City Lot
<b>Sale/Rent/Aucti...</b>	Auction	<b>Number of Acres</b>	0.15

**General Info**

Level	Room Type	Dimensions	Floor
M	Master Bedroom	10'4x9'6	Wood
M	Living Room	11x16	Wood
M	Kitchen	9'2x12	Vinyl
M	Family Room	14'4x10	Carpet
M	Bedroom	11'4x8'6	Wood
U	Bonus Room	10x13'6	Wood

**Est. Completion Date**  
**Builder**  
**Virtual Tour**  
**AG OTHER ROOMS** Bonus Room  
**Legal** Blk 9, Lot 1;2 Sec 22, Twp 27, Range 04E Butler County Kansas  
**Directions** US 400 to State St., north on State to Kelly, east on Kelly to Cron, north on Cron to home on east side.  
**Old Total Baths**

**Potential Short Sale**

**Features**

**APPLIANCES** Disposal, Refrigerator, Range/Oven  
**EXTERIOR AMENITIES** Patio, Fence-Chain, Guttering, Storm Door(s), Storm Windows/Ins Glass  
**NEIGHBORHOOD AMENITIES** Swimming Pool  
**INTERIOR AMENITIES** Ceiling Fan(s), Fireplace Doors/Screens

**ARCHITECTURE** Bungalow  
**EXTERIOR CONSTRUCTION** Frame  
**LOT DESCRIPTION** Corner  
**COOLING** Central, Electric  
**KITCHEN FEATURES** Electric Hookup  
**MASTER BEDROOM** Master Bdrm on Main Level  
**LAUNDRY** Main Floor  
**BASEMENT / FOUNDATION** None  
**OWNERSHIP** Corporate non-REO  
**WARRANTY** No Warranty Provided  
**PROPERTY CONDITION REPORT** No  
**FLOOD INSURANCE** Unknown  
**ROOF** Composition  
**FRONTAGE** Paved Frontage  
**HEATING** Forced Air, Gas  
**FIREPLACE** One, Family Room  
**DINING AREA** Kitchen/Dining Combo  
**UTILITIES** Sewer, Natural Gas, Public Water  
**GARAGE** Detached  
**POSSESSION** At Closing  
**DOCUMENTS ON FILE** Additional Photos, Lead Paint  
**PROPOSED FINANCING** Other/See Remarks

**Taxes & Financing**

<b>Assumable Y/N</b>	No	<b>General Property Taxes</b>	\$1,253.88	<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>	1522 N Cron	<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>	9/19/2017	<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>	Cash						

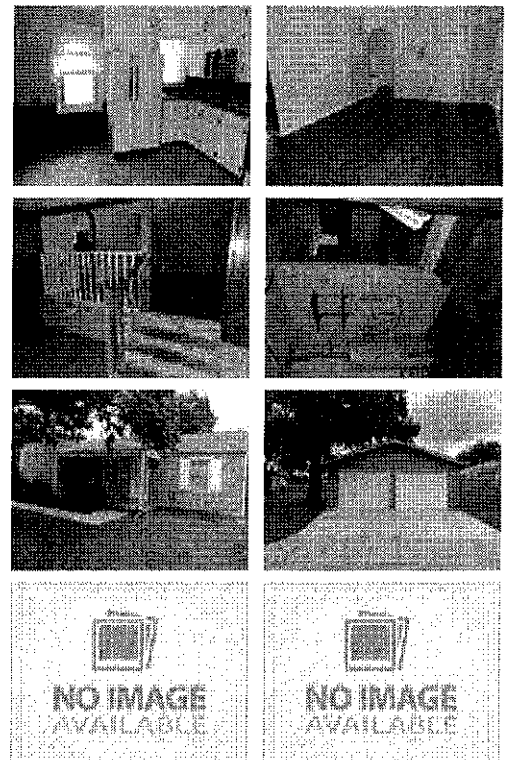
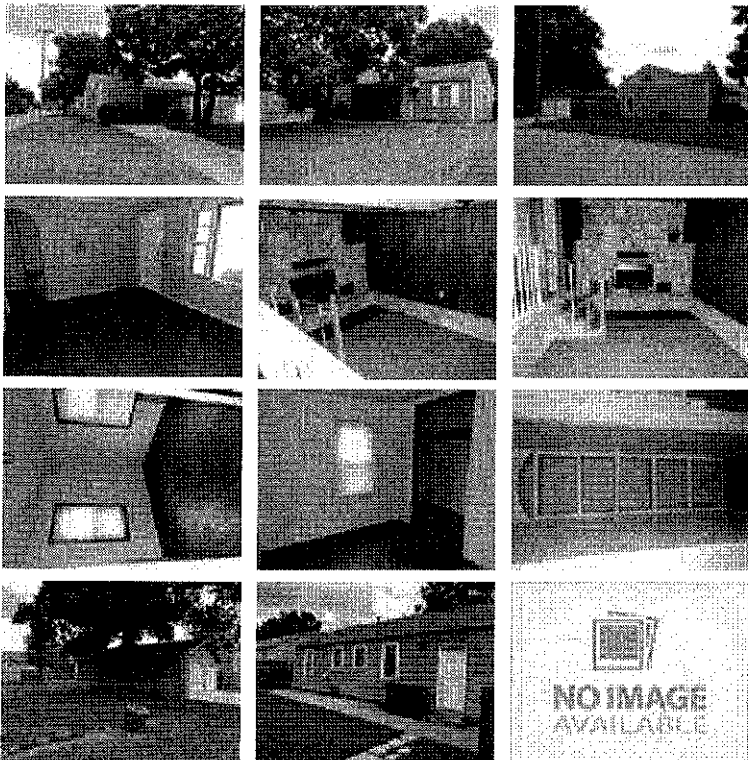
Sale Price  
Net Sold Price

Pending Date  
Closing Date

How Sold  
Short Sale Y/N

Comments

**Public Remarks** 1522 Cron is that rare home to be offered at auction. This home has 2 bedrooms with a possibility for more, 1 bath, Hardwood floors and a family room with wood burning fireplace. Additionally the home has central heat and air conditioning, east facing patio and an oversized 2 car garage all surrounded by chain link fence. The location is premium, one block from the City Park and Pool, walking distance to Lincoln School, Churches, Library and Ball diamonds. If you are looking for your first home where you can gain quick sweat equity or investment property for your portfolio do not miss this auction.



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: 1522 N Cron Augusta, KS 67010**

**Tuesday, September 19th, 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 \_\_\_\_\_



Property Address: 1522 N Cron, Augusta, Butler County, KS

**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) JA 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>Keith Z Jan</u> Seller	<u>8/17/17</u> Date	_____ Seller	_____ Date
<u>Jerry Alley</u> Agent	<u>8/17/17</u> Date	_____ Purchaser	_____ Date
		_____ Agent	_____ Date

## 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.

**PROPERTY TAX  
INFORMATION**



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**Current Tax Information**

<b>Type</b>	<b>CAMA Number</b>	<b>Tax Identification</b>	
RL	295 22 0 10 18 002 00 0	002-1766000	
<b>Owner ID</b>	CHUR00100	CHURCH, CHRIST EVANGELICAL LUTHERAN CONGREGATION	<a href="#">Tax History</a>
<b>Taxpayer ID</b>	CHUR00100	CHURCH, CHRIST EVANGELICAL LUTHERAN CONGREGATION	<a href="#">Current Real Estate Detail</a>
1522 N CRON		67010-	<a href="#">GIS Map</a>
<b>Subdivision</b>	MOYLE PARK 2ND ADD	<b>Block</b> 9 <b>Lot (s)</b> 1; 2	<a href="#">Print Friendly Version</a>
		<b>Section</b> 22 <b>Township</b> 27 <b>Range</b> 04	

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>	0021524	001			0.00	626.94	626.94	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 Butler County Treasurer 205 W. Central Ave, El Dorado, KS 67042, (316) 322-4210

SELLER

*Willie L. [Signature]*  
Butler

[Back To Search Results](#)

[Back To Search Criteria](#)

**SELLER**

Buyer: *Will & Jack*

*Will & Jack*  
Buyer



This database was last updated on 8/15/2017 at 9:19 PM

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[New Search](#) | [Back to Results](#)

Parcel Details for 008-295-22-0-10-18-002.00-0

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

Page 1 of 1

<b>Owner Information</b>		<b>Property Address</b>	
<b>Owner's Name (Primary):</b>	CHURCH, CHRIST EVANGELICAL LUTHERAN CONGREGATION	<b>Address:</b>	1522 N Cron St Augusta, KS 67010
<b>Mailing Address:</b>	1500 N Cron St		

<b>General Property Information</b>		<b>Deed Information</b>	
<b>Property Class:</b>	Residential - R	<b>Document #</b>	<b>Document Link</b>
<b>Living Units:</b>	1	1342-0325	<a href="#">View Deed Information</a>
<b>Zoning:</b>		1213-0068	<a href="#">View Deed Information</a>
<b>Neighborhood:</b>	241		
<b>Taxing Unit:</b>	002		

<b>Neighborhood / Tract Information</b>	
<b>Neighborhood:</b>	241 Block: 9 Lot: 1; 2
<b>Tract:</b>	Section: 22 Township: 27 Range: 04E
<b>Tract Description:</b>	MOYLE PARK 2ND ADD , BLOCK 9 , Lot 1; 2 , SECTION 22 TOWNSHIP 27 RANGE 04E
<b>Acres:</b>	0.15
<b>Market Acres:</b>	0.15

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

<b>Property Factors</b>			
<b>Topography:</b>	Level - 1	<b>Parking Type:</b>	On and Off Street - 3
<b>Utilities:</b>	All Public - 1	<b>Parking Quantity:</b>	Adequate - 2
<b>Access:</b>	Paved Road - 1; Alley - 7	<b>Parking Proximity:</b>	On Site - 3
<b>Fronting:</b>	Residential Street - 4	<b>Parking Covered:</b>	
<b>Location:</b>	Neighborhood or Spot - 6	<b>Parking Uncovered:</b>	

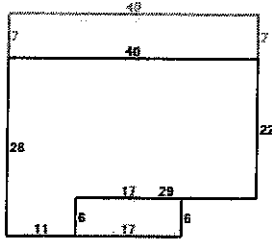
<b>Appraised Values</b>				
Tax Year	Property Class	Land	Building	Total
2017	Residential - R	10,900	58,900	67,800
2016	Residential - R	10,900	54,920	65,820
2015	Residential - R	10,900	52,800	63,700
2014	Residential - R	9,850	52,230	62,080

<b>Market Land Information</b>					
Type	Method	Area or Acres	Eff. Frontage	Eff. Depth	Est. Value
Regular Lot - 1	Sqft	6500.00			00
<b>Influence #1:</b>		<b>Influence #2:</b>		<b>Influence Override:</b>	
<b>Factor:</b>		<b>Factor:</b>		<b>Depth Factor:</b>	

<b>Residential Information</b>	
<b>Building #: 1</b>	Sketch Vector
<b>Dwelling Information</b>	<b>Component Sales Information</b>
<b>Residence Type:</b>	Residential/Agricultural - 1
<b>Quality:</b>	Ranch
<b>Year Built:</b>	1951
<b>Effective Year:</b>	8
<b>MS Style:</b>	1
<b>LBCS Structure:</b>	3
<b># of Units:</b>	1
<b>Total Living Area:</b>	1
<b>Calculated Area:</b>	1
<b>Basement Type:</b>	Crawl - 2
<b>Total Rooms:</b>	
<b>Bedrooms:</b>	
<b>Family Rooms:</b>	
<b>Full Baths:</b>	

1,080 Main Floor LA:  
 948 Upper Floor LA %:  
 12.0 CDU:  
 AV  
 Phys / Func / Econ:  
 AV / N/A / N/A  
 Ovr % Good / RCN: /  
 Remodel:  
 % Complete:  
 Assessment Class:

Half Baths:  
 Garage Capacity:  
 Foundation:  
 Block - 3



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

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

Residential Components

Code / Description	Units	Percentage	Quality Year
Open Slab Porch (SF)	280		1982
Frame, Plywood or Hardboard		100	
Composition Shingle		100	
Raised Subfloor (% or SF)	1,080		
Warmed & Cooled Air		100	
Plumbing Fixtures (#)	5		
Plumbing Rough-ins (#)	1		
Single 1-Story Fireplace (#)	1		
Automatic Floor Cover Allowance			
Raised Slab Porch (SF) with Roof	102		

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	Reason	LD	% Good	MS Value
										(L x W)	Stories	Cond	Func	Econ						
Residential Garage - Detached	D	FR	1	1982			720	108	8	30 x 24	1	AV	AV				2100	17	2100	

Components Code	Units	Percentage %	Area	Other	Rank	Year
-----------------	-------	--------------	------	-------	------	------

Agricultural Information [Information Not Available]

SELLER

*Will Z. Jones*  
 Buyer



# Mold Disclosure

(Buyer and Seller)

Printed Name(s) of Seller(s): Christ Evangelical Lutheran Congregational Church

Printed Name(s) of Buyer(s): \_\_\_\_\_

Property Address: 1522 N Cran, Augusta, Butler County, KS 67810

1. Seller's Disclosure: To the best of Seller's actual knowledge, Seller represents:
  - a. The Property described above \_\_\_\_\_ has X has not been previously tested for molds:  
(If the answer for 1.a. is "has not", then skip 1.b and 1.c and go to Section 2.)
  - b. The molds found \_\_\_\_\_ were \_\_\_\_\_ were not identified as toxic molds;
  - c. With regard to any molds that were found, measures \_\_\_\_\_ were \_\_\_\_\_ were not taken to remove those molds.
2. Mold Inspection: Molds, fungus, mildew, and similar organisms ("Mold Condition") may exist in the Property of which the Seller is unaware and has no actual knowledge. The Mold may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. A professional home inspection may not disclose Mold Conditions. As a result, Buyer may wish to obtain an inspection specifically for Mold Conditions to more fully determine the condition of the Property and this environmental status. Neither Seller's nor Buyer's agents are experts in the field of Mold Conditions and other related conditions and Buyer and Seller shall not rely on Broker or its agents for information relating to such conditions. Buyer is strongly encouraged to satisfy itself as to the condition of the property.
3. Hold Harmless: Buyer's decision to purchase the Property is independent of representation of the Broker or Broker's agent involved in the transaction regarding Mold Conditions. Accordingly, Buyer agrees to indemnify and hold Realty Executives Sudduth Realty, Inc. (Mark Sudduth Realty, Inc.) Broker(s), Transaction Broker, Agents, and Designated Agent(s) harmless in the event any Mold Conditions are present on the Property.
4. Receipt of Copy: Seller and Buyer have read and acknowledge receipt of a copy of this Mold Disclosure.

Professional Advice: Seller and Buyer acknowledge that they have been advised to consult with a professional of their choice regarding any questions or concerns relating to Mold Conditions or this Mold Disclosure.

Buyer

Date

Seller

Date

Will 2 Jan 8/17/17

Buyer

Date

Seller

Date



## Disclosure of Special Assessments

Property Address: 1522 N Crow, Augusta, Butler County, 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 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 \_\_\_\_\_

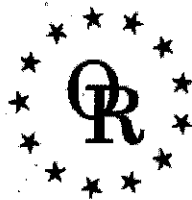
Purpose: \_\_\_\_\_, the total amount of the assessment is unknown but is in good faith estimated to be \$ \_\_\_\_\_.

Seller: Walter J. [Signature] Date 9/17/17 Seller \_\_\_\_\_ Date \_\_\_\_\_

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

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





**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>Gia M. Garner</b>	File .:	<b>5138887</b>
Telephone:	<b>316-320-2410</b>	Revision No.:	
Email:	<b>ggarner@kstitle.com</b>	Customer File No.:	

**SCHEDULE A**

1. Effective Date: **August 24, 2017, 05:00 pm**  
  
Property Address: **1522 Cron St.**  
**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:  
  
**Christ Evangelical Lutheran Congregation of Augusta, Kansas**
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:

**Lots 1 and 2, Block 9, MOYLE PARK SECOND ADDITION to the City of Augusta, Butler County, Kansas.**



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### 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 Christ Evangelical Lutheran Congregation of Augusta, Kansas to a buyer To Be Determined along with a Real Estate Sales Validation Questionnaire.**
- b. **Furnish Corporate Resolution from Christ Evangelical Lutheran Congregation of Augusta, Kansas authorizing the (purchase/sale/encumbrance) of the real estate in question and authorizing the execution of all documents necessary to consummate the transaction.**
- c. **FURNISH executed Owner's Affidavit and Certification.**
- d. **Taxes for the year 2016 in the amount(s) of \$1,253.88 and prior years are paid. (Tax ID: 2-1766000)**

**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:**

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

Page 4

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Warranty Deed from Tanner M. Rowland & Kelly J. Rowland, husband and wife, to Christ Evangelical Lutheran Congregation of Augusta, Kansas filed August 9, 2005, in Book 1342, Page 325.

**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.



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### 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.**





- b) Restrictions and Setbacks as contained in Warranty Deed filed for record November 29, 1950 and duly recorded in Book 205, Page 313 of the records of Butler County, Kansas.

**NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. sub sec. 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. sub. sec. 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.**



**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.