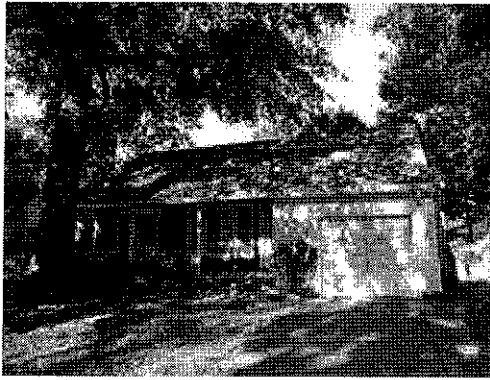


Click photo to enlarge or view multi-photos.



<b>MLS #</b>	541076	<b>AG Bedrooms</b>	2
<b>Status</b>	Active	<b>Total Bedrooms</b>	2.00
<b>Type</b>	Single Family OnSite Blt	<b>AG Full/Half Bath</b>	1 / 0
<b>Address</b>	827 N Terrace	<b>T Full/T Half/T Baths</b>	1 / 0 / 1
<b>Address 2</b>		<b>Approx AGLA/Src</b>	988 / Court House
	Wichita, KS 67208	<b>Approx BFA/Src</b>	988.00 / Court House
<b>County</b>	Sedgwick	<b>Approx TFLA</b>	1,976
<b>Area</b>	414	<b>Garage Size</b>	1
<b>Subdivision</b>	BELMONT PARK ADDITION	<b>Original Price</b>	\$0
<b>Asking Price</b>	\$0	<b>Levels</b>	One Story
<b>Elem School</b>	Adams	<b>Basement</b>	Yes - Partially Finished
<b>Middle School</b>	Robinson	<b>Approximate Age</b>	51-80
<b>High School</b>	East	<b>Year Built</b>	1946
<b>Lot Size/SqFt</b>	8418	<b>Acreage Range</b>	City Lot
<b>Sale/Rent/Auctl...</b>	Auction	<b>Number of Acres</b>	0.19

**General Info**

Level	Room Type	Dimensions	Floor	Est. Completion Date	Potential Short Sale
M	Master Bedroom	12x13	Carpet	<b>Bulider</b>	
M	Living Room	16x17	Carpet	<b>Virtual Tour</b>	
M	Kitchen	9x15	Vinyl		
M	Bedroom	9x12	Carpet		
M	Dining Room	12x9	Carpet		

**Legal** S10; Lot 325 & All of Lots 326 & 327 Belmont Park Add.  
**Directions** East on Central to Terrace, N to home.  
**Old Total Baths**

**Features**

<b>BASEMENT FINISH</b> Bsmt Storage	<b>FLOOD INSURANCE</b> Unknown
<b>EXTERIOR AMENITIES</b> Patio, Fence-Wood, Storm Door(s)	<b>ROOF</b> Composition
<b>INTERIOR AMENITIES</b> Ceiling Fan(s), Fireplace Doors/Screens, Hardwood Floors	<b>FRONTAGE</b> Paved Frontage
	<b>HEATING</b> Forced Air, Gas
<b>ARCHITECTURE</b> Bungalow	<b>FIREPLACE</b> One, Living Room, Gas, Woodburning
<b>EXTERIOR CONSTRUCTION</b> Frame	<b>DINING AREA</b> Eating Space in Kitchen, Living/Dining Combo
<b>LOT DESCRIPTION</b> Standard	<b>UTILITIES</b> Sewer, Natural Gas, Public Water
<b>COOLING</b> Central, Electric	<b>GARAGE</b> Attached
<b>MASTER BEDROOM</b> Split Bedroom Plan	<b>POSSESSION</b> At Closing
<b>LAUNDRY</b> Basement	<b>PROPOSED FINANCING</b> Conventional
<b>BASEMENT / FOUNDATION</b> Full, Std Bsmt Window no-egress	
<b>OWNERSHIP</b> Individual	
<b>WARRANTY</b> No Warranty Provided	
<b>PROPERTY CONDITION REPORT</b> No	

**Taxes & Financing**

<b>Assumable Y/N</b> No	<b>General Property Taxes</b> \$888.11	<b>General Tax Year</b> 2016
<b>Yearly Specials</b> \$4.88	<b>Total Specials</b> \$4.88	<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> Yes	<b>1 - Open/Preview Date</b> 9/10/2017	<b>Auction Date</b> 10/12/2017	<b>Auction Start Time</b> 6:00pm
<b>2 - Open for Preview</b> Yes	<b>2 - Open/Preview Date</b> 8/24/2017	<b>1 - Open Start Time</b> 2:00pm	<b>1 - Open End Time</b> 4:00pm
<b>3 - Open for Preview</b>	<b>3 - Open/Preview Date</b>	<b>2 - Open Start Time</b> 2:00pm	<b>2 - Open End Time</b> 4:00pm
<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>			

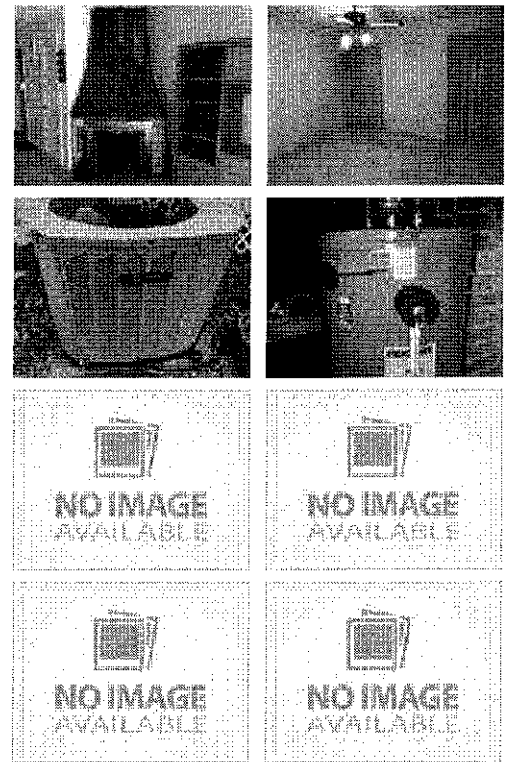
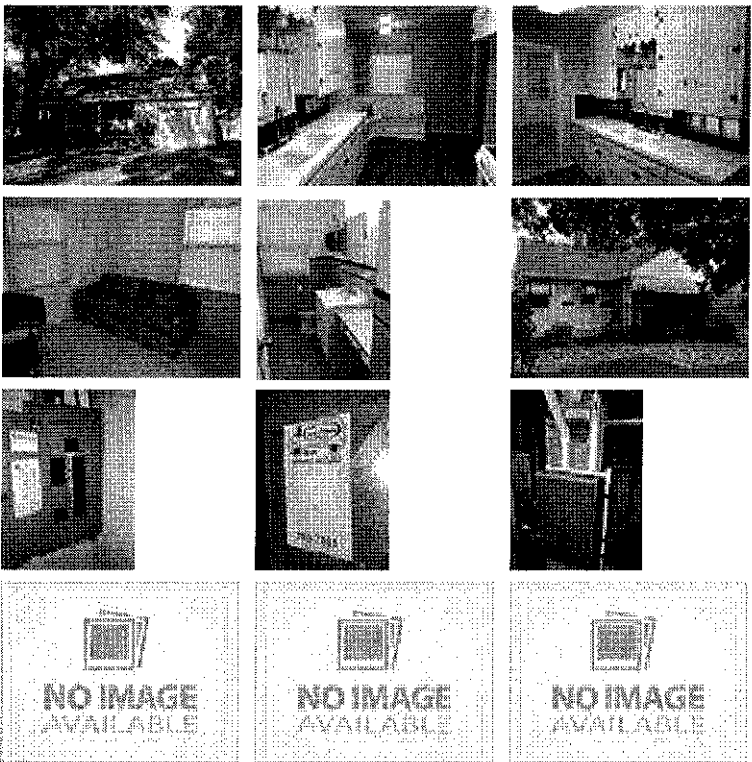
Sale Price  
Net Sold Price

Pending Date  
Closing Date

How Sold  
Short Sale Y/N

Comments

**Public Remarks** Long time owner needs to sell his home. Nice 2 bedroom home with wood burning fire place in the living room for those cool nights. Full basement with little workshop and another room partially finished, central heat and air installed in last few years. Water heater is only 2 years old. Attached garage with door opener. Fenced backyard, room for kids to play and a garden spot. This is an absolute auction to be held on the premises at 6:00pm Thursday October 12th, 2017.



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: 827 N Terrace Wichita, KS 67208

Thursday, October 12th, 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; or
  - 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 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

## Tax Billings and Authorities

827 N TERRACE DR WICHITA

PIN: 00154448

### Tax Billings

Tax Year	Tax Rate	General Tax	Specials Tax	Interest	Fees	Total	Paid	Balance
2016	117.201000	\$888.11	\$4.88	\$0.00	\$0.00	\$892.99	\$892.99	\$0.00
2015	119.847000	\$881.62	\$4.88	\$0.00	\$0.00	\$886.50	\$886.50	\$0.00
2014	117.365011	\$820.49	\$6.48	\$0.00	\$0.00	\$826.97	\$826.97	\$0.00
2013	120.600691	\$844.40	\$6.48	\$0.00	\$0.00	\$850.88	\$850.88	\$0.00
2012	120.602427	\$872.16	\$5.70	\$0.00	\$0.00	\$877.86	\$877.86	\$0.00
2011	120.304845	\$927.99	\$5.70	\$0.00	\$0.00	\$933.69	\$933.69	\$0.00
2010	120.059000	\$858.38	\$5.70	\$0.00	\$0.00	\$864.08	\$864.08	\$0.00
2009	120.360000	\$860.67	\$4.04	\$0.00	\$0.00	\$864.71	\$864.71	\$0.00
2008	117.242000	\$837.18	\$4.04	\$0.00	\$0.00	\$841.22	\$841.22	\$0.00
2007	118.050000	\$792.98	\$3.65	\$0.00	\$0.00	\$796.63	\$796.63	\$0.00

### Tax Authorities

Tax Authority	Tax Rate
0101 STATE	1.500000
0201 COUNTY	29.393000
0518 CITY OF WICHITA	32.625000
0602 USD 259	24.844000
0602 USD 259 SG	20.000000
0703 USD 259 OLD BOND	0.000000
0754 USD 259 BOND 3 (2000)	8.839000

**Total: 117.201000**

## Property Details

827 N TERRACE DR WICHITA

**PIN:** 00154448

### Property Description

<b>Legal Description</b>	LOT 325 EXC N 15 FT ALL LOTS 326-327 BELMONT PARK ADD.
<b>Owner</b>	MACRACKEN JANE L & ORLANDO KRAUSE
<b>Mailing Address</b>	PO BOX 850766 YUKON OK 73085-0766
<b>Geo Code</b>	C 09742
<b>PIN</b>	00154448
<b>AIN</b>	126140410501600
<b>Tax Unit</b>	6702 001 WICHITA U-259
<b>Land Use</b>	1101 Single family detached dwelling
<b>Market Land Square Feet</b>	8,418
<b>Total Acres</b>	.19
<b>2017 Appraisal</b>	\$69,300
<b>2017 Assessment</b>	\$7,970

### Residential Structure Characteristics

<b>Year Built</b>	1946
<b>Bedrooms</b>	2
<b>Living Sq. Ft.</b>	988
<b>Full Baths</b>	1
<b>Half Baths</b>	
<b>Architectural Style</b>	Ranch
<b>Basement Sq. Ft.</b>	988
<b>Finished Basement Sq. Ft.</b>	
<b>Basement Type</b>	Full - 4
<b>Condition</b>	AVERAGE
<b>More Details</b>	View the Property Record Card for full property details

## Special Assessments

827 N TERRACE DR WICHITA

**PIN:** 00154448

### 2016 Tax Year Special Assessments

<b>Project</b>	<b>Description</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2639 F	COUNTY SOLID WASTE SOLID WASTE USER FEE	\$0.00	\$0.00	\$4.88
<b>Totals:</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4.88</b>

## Disclosure of Special Assessments

Property Address: 827 N. Terrace, Wichita, 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: 0 \$ \_\_\_\_\_ 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: Joe L. Adkins Date 8/27/17 Seller \_\_\_\_\_ Date \_\_\_\_\_

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

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





Property Address: 827 N. Terrace, Wichita, 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)  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>	<u>8/12/17</u>	_____	_____
Seller	Date	Seller	Date
_____	_____	_____	_____
Purchaser	Date	Purchaser	Date
<u>[Signature]</u>	<u>8-12-17</u>	_____	_____
Agent	Date	Agent	Date

# Mold Disclosure

(Buyer and Seller)

Printed Name(s) of Seller(s): JANE L. MACRACKEN

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

Property Address: 827 N. Terrace, Wichita, KS

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

Jane L. Macracken  
Seller

8/12/17  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
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*

*(612) 371-1111*

By

*President*

Attest

*Secretary*

**Issued by Authorized Agent:  
Kansas Secured Title, Inc. - Wichita  
232 North Mead  
Wichita, Kansas 67202  
Phone: 316-262-8261  
FAX: 316-262-1577**



**Kansas Secured Title, Inc. - Wichita**  
**232 North Mead**  
**Wichita, Kansas 67202**  
**316-262-8261**

*"Service Beyond Expectation"*

**COMMITMENT FOR TITLE INSURANCE**

Issued by

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

Title Officer:	Debra J. Schremmer	File .:	0678116
Telephone:	316-262-8261	Revision No.:	
Email:	dschremmer@kstitle.com	Customer File No.:	

**SCHEDULE A**

1. Effective Date: July 24, 2017, 7:00 am

Property Address: **827 N. Terrace Dr.**  
**Wichita, KS 67208-3465**

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

Policy Amount:

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:

**Jane L. McCracken and Orlando Krause**

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 10 feet of Lot 325, and ALL of Lots 326 and 327, on Terrace Avenue, Belmont Park Addition to Wichita, Sedgwick County, Kansas.**



## COMMITMENT FOR TITLE INSURANCE

Issued by

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

By its Agent:

**Kansas Secured Title, Inc. - Wichita  
232 North Mead, Wichita, Kansas 67202  
316-262-8261**

### SCHEDULE B

I. **Requirements:**

The following items need to be satisfied or released prior to closing. In the event 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:

**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.**

- a. Record a satisfactory Affidavit from a knowledgeable party stating marital status for Orlando Krause, Grantor in Deed recorded on Doc.#/FLM-PG: 29515658. NOTE: If said Grantor was married at the time of execution of said deed, Company requires a corrective Deed be filed to convey the marital interest. (Marital status was not recited on said deed.)
- b. Record Warranty Deed from Jane L. McCracken and Orlando Krause, showing marital status and joined by their respective spouse(s), if any, to To Be Determined, along with a Real Estate Sales Validation Questionnaire.
- c. Furnish Lien Affidavit, completed and executed by the owners and contractors, if any. In the event there has been new construction or significant repairs to the property in the past 12 months or if the loan represents construction financing for anticipated



improvements, please contact us for further mechanic's lien requirements if mechanic's lien coverage is requested.

- d. COMPANY REQUIRES that this Commitment be updated prior to closing.
- e. Record Release of Medical Assistance Lien, filed by the State of Kansas, on June 18, 2015, as a UCC, as Doc.#/FLM-PG: 29535149, and also as Doc.#/FLM-PG: 29535150, in the original sum of \$113,749.30.
- f. The taxes for the year 2016 are shown PAID in the original amount of \$892.99, Tax Key No. C-09742, Control/PIN 00154448, AIN 126140410501600. NOTE: General Taxes: \$888.11 - Special Taxes: \$4.88.

**CLOSING:** If this transaction is to close at Kansas Secured Title, questions regarding closing, including scheduling, should be directed to the Closing Department at: Old Town, 316-262-8261; East Closing Office 316-683-2785 ; West Closing Office 316-721-9378; or Derby Closing Office 316-788-5970.

**CLOSING FUNDS,** pursuant to KSA 40-1137(c), funds for closing in excess of \$2,500.00 must be in the form of a wire transfer or bank issued check (cashier's, tellers, money order).

**RECORDING FEES** 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 \$1000 of indebtedness. Checks for these fees should accompany the documents and be made payable to the Register of Deeds. A \$5.00 E-RECORDING FEE will be added to each document.

**RECORDED DOCUMENTS** must have a 3 inch margin at the top of the first page and a one inch margin on the remaining sides, and a one inch margin on all sides of each subsequent page.

**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. - Wichita  
232 North Mead, Wichita, Kansas 67202  
316-262-8261**

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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) **The lien of all general and special taxes for the year 2017 and thereafter.**

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

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- b) Restrictive Covenants recorded in Deed Book 364, Page 552, but omitting any such covenants or restrictions based upon race, color, religion or national origin.
- c) Judgments, State and/or Federal Tax Liens, if any, against the proposed insured.



**Kansas Secured Title, Inc. - Wichita/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.



**FACTS**

**WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?**

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>  Social Security number and employment information</li> <li>  Mortgage rates and payments and account balances</li> <li>  Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
Why?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons We Can Share Your Personal Information	Does Old Republic Title Share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> — to offer our products and services to you	<b>No</b>	<b>We don't share</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	<b>No</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>
<b>For non-affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

**Questions** Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)

**Who We Are**

<p>Who is providing this notice?</p>	<p>Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.</p>
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**What We Do**

<p><b>How does Old Republic Title protect my personal information?</b></p>	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a>.</p>
<p><b>How does Old Republic Title collect my personal information?</b></p>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>  Give us your contact information or show your driver's license</li> <li>  Show your government-issued ID or provide your mortgage information</li> <li>  Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<p><b>Why can't I limit all sharing?</b></p>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>  Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>  Affiliates from using your information to market to you</li> <li>  Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

**Definitions**

<p><b>Affiliates</b></p>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>  <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i></li> </ul>
<p><b>Non-affiliates</b></p>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>  <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>
<p><b>Joint marketing</b></p>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>  <i>Old Republic Title doesn't jointly market.</i></li> </ul>

### Contact Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

### Affiliates Who May be Covered by This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				