



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.



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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.



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

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.**



- 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.

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?

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.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- | Social Security number and employment information
- | Mortgage rates and payments and account balances
- | Checking account information and wire transfer instructions

When you are *no longer* our customer, we continue to share your information as described in this notice.

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.

How we can share your personal information	Do we share your information?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions

Go to www.oldrepublictitle.com (Contact Us)

Who we are

Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.
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What we do

How does Old Republic Title protect my personal information?	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 http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> Give us your contact information or show your driver's license Show your government-issued ID or provide your mortgage information Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> Sharing for affiliates' everyday business purposes - information about your creditworthiness Affiliates from using your information to market to you Sharing for non-affiliates to market to you <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

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <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>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<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"> <i>Old Republic Title doesn't jointly market.</i>

Other Important 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 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 Which May Be Delivering 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				