

## Terms and Conditions

Thank you for participating in today's auction. The auction will be conducted by Realty Executives Sudduth Realty & Auctions, Inc. ("Sudduth Realty") on behalf of the owner(s) of the real estate (the "Seller"). The real estate offered for sale at auction (the "Real Estate") is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from Realty Executives Sudduth Realty & Auctions, Inc. It is important that you familiarize yourself with the terms of the auction, as buying real estate at auction is final and irrevocable. The terms of the auction are not subject to change or negotiation after the fact. Please review all available printed materials and listen to the auction announcements for specifications, updates term modifications, or disclosures.

1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, the auction announcements, and the Contract for Purchase and Sale. Bidder further acknowledges receiving a copy of these Terms and Conditions for their records.
2. The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from Seller or Sudduth Realty, including, but not limited to, the following condition of the Real Estate; the Real Estate's suitability for any or all activities or uses; the Real Estate's compliance with any laws, rules, ordinances, regulation, or codes of any applicable government authority; the Real Estate's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding including but not limited to the following; roof; structure, termite, environmental, survey, encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mild; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information, flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has been provided an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspection or accepts the risk of not having done so. Any information provided by Seller or Sudduth Realty has been obtained from a variety of sources. Seller and Sudduth Realty have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder's own investigation of the Real Estate and not on any information provided or to be provided by Seller or Sudduth Realty.
3. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. Sudduth Realty may not be held responsible for the correctness of any such representation or warranties or for the accuracy of the description of the Real Estate.
4. ~~There will be a \$100,000 minimum bid. The buyer's premium is added to the final bid. The buyer's premium is added to the total purchase price of the Real Estate. Bidder will constitute the total purchase price of the Real Estate.~~
5. The Real Estate is not offered contingent upon financing.
6. In the event the Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of personal check, cashier's check, or immediately available certified funds and in the amount set forth by Sudduth Realty. The balance of the purchase price will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by seller and bidder on the contract.
7. Auction announcement take precedence over anything previously stated or printed, including these Terms and Conditions.
8. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
9. In the event Bidder is the successful bidder at the auction, Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. In the event that Bidder is the successful bidder but fails or refuses to execute the Contract for Purchase and Sale. Bidder acknowledges that, at the sole discretion of Seller, these signed Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.
10. It is the responsibility of Bidder to make sure that Sudduth Realty is aware of Bidder's attempt to place a bid. Sudduth Realty disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. Sudduth Realty is not responsible for errors in bidding and Bidder releases and waives any claim against Sudduth Realty for bidding errors.
11. Bidder authorizes Sudduth Realty to film, photograph, or otherwise record the voice or image of Bidder and any guest or minor accompanying Bidder at this auction and to use the films, photographs, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
12. Broker/agent participation is invited. Broker/agents must pre-register with Sudduth Realty no later than 5p.m. 2 business days prior to auction date by completing the Broker Registration Form, available on SudduthRealty.com.
13. Sudduth Realty is acting solely as agent for Seller and not as an agent for Bidder. Sudduth Realty is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will Sudduth Realty be liable to Bidder for any damages arising out of or related to this auction, The Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract for Purchase and Sale.
14. Neither Seller nor Sudduth Realty, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the Real Estate. Any person entering on the premises assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and Sudduth Realty expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the Real Estate, whether obvious or hidden. Seller and Sudduth Realty are not responsible for any lost, stolen, or damaged property.
15. To the extent permitted under applicable law, Sudduth Realty has the right to establish all bidding increments.
16. Sudduth Realty may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.
17. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or nation origin.
18. These Terms and Conditions are binding on Bidder and Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
19. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.
20. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas.

Property Address: 204 N WALNUT LAWE

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) YN 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.

[Signature] Seller Date 12-29-17

Seller \_\_\_\_\_ Date \_\_\_\_\_

[Signature] Purchaser Date 12-29-17

Purchaser \_\_\_\_\_ Date \_\_\_\_\_  
Agent \_\_\_\_\_ Date \_\_\_\_\_



This database was last updated on 12/28/2017 at 9:24 PM

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**Parcel Details for 008-074-18-0-20-05-033.00-0**  
Quick Reference #: R1512

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

Owner Information	
<b>Owner's Name (Primary):</b>	KLASSEN, PETE & LORENA M; JT REV TR
<b>Mailing Address:</b>	1413 N Kelly Ct Augusta, KS 67010-1885
<b>Property Address:</b>	204 N Walnut Ln Whitewater, KS 67154

General Property Information	
<b>Property Class:</b>	Residential - R
<b>Living Units:</b>	1
<b>Zoning:</b>	S31
<b>Neighborhood:</b>	015
<b>Taxing Unit:</b>	015
Deed Information	
<b>Document #</b>	2016-6341 <a href="#">View Deed Information</a>
<b>Document Link</b>	

Neighborhood / Tract Information	
<b>Neighborhood:</b>	S31
<b>Tract:</b>	Section: 18 Township: 24 Range: 03E
<b>Tract Description:</b>	S18, T24, R03E, ACRES 1.9, PT SE4 NW4 BEG 522.5N SE1C W340 N248 E340 S248 TO POB
<b>Acres:</b>	1.90
<b>Market Acres:</b>	1.94

Land Based Classification System	
<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

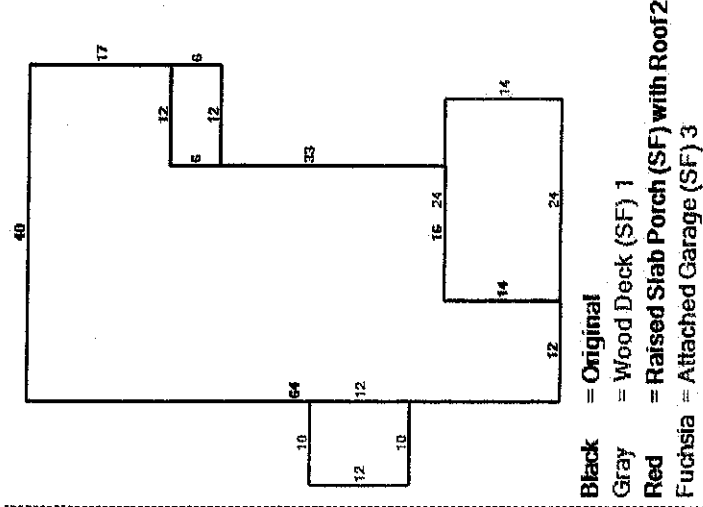
Property Factors	
<b>Topography:</b>	Level - 1
<b>Utilities:</b>	All Public - 1
<b>Access:</b>	Semi Improved Road - 2
<b>Fronting:</b>	Residential Lane - 5
<b>Location:</b>	Neighborhood or Spot - 6
<b>Parking Type:</b>	Off Street - 1
<b>Parking Quantity:</b>	Adequate - 2
<b>Parking Proximity:</b>	On Site - 3
<b>Parking Covered:</b>	
<b>Parking Uncovered:</b>	

Appraised Values			
Tax Year	Property Class	Land	Building
2017	Residential - R	9,690	129,710
2016	Residential - R	9,690	125,610
2015	Residential - R	9,690	119,660
2014	Residential - R	9,690	125,150
<b>Total</b>			<b>134,840</b>

Market Land Information	
<b>Type</b>	Method
Regular Lot - 1	Sqft
<b>Influence #1:</b>	Area or Acres
<b>Factor:</b>	84320.00
<b>Influence #2:</b>	Eff. Frontage
<b>Factor:</b>	Eff. Depth
<b>Influence Override:</b>	Est. Value
<b>Depth Factor:</b>	9,690

Residential Information	
<b>Building #:</b>	1
<b>Dwelling Information</b>	Sketch Vector
<b>Residence Type:</b>	Component Sales
<b>Residential/Agricultural - 1</b>	Information
<b>Quality:</b>	Architectural Style:
<b>Year Built:</b>	Ranch
<b>Basement Type:</b>	Full - 4

1960 Effective Year: 6  
 MS Style: 1  
 LBCS Structure: 3  
 Detached SFR unit  
 # of Units: 1  
 Total Living Area: 1  
 Calculated Area: 1,772  
 Main Floor LA: 1 car  
 Upper Floor LA %: Concrete - 2  
 CDU: AV+  
 Phys / Func / Econ: AV / N/A / N/A  
 Ovr % Good / RCN: /  
 Remodel:  
 % Complete:  
 Assessment Class:



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

Residential Components

Code / Description	Units	Percentage	Quality	Year
Wood Deck (SF)	120			
Raised Slab Porch (SF) with Roof	72			
Garage Finish, Attached (SF)	336			
Veneer, Brick Composition	100			
Shingle	100			
Total Basement Area (SF)	1,772			
Raised Subfloor (% or SF)	1,772			
Minimal Finish Area (SF)	866			
Warmed & Cooled Air	100			
Plumbing Fixtures (#)	7			
Plumbing Rough-ins (#)	1			
Automatic Floor Cover Allowance Storage Building, Wood (SF)	204		FR	1960
Open Slab Porch (SF)	320		FR	2004
Attached Garage (SF)	336			

Commercial Information [Information Not Available]

Other Building Improvement Information

Occup.	MS Class	Rank	Quantity	Year Built	Effective Year	LBCS Area	Perim	Hgt	Dimensions (L x W)	Stories	Phys Cond	RCN	% Good	MS Value
Detached	D	FR	1	1960		720	108	8	30 x 24	1	AV	2130	17	2130

Agricultural Information [Information Not Available]

# PROPERTY TAX INFORMATION



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### Current Tax Information

Type CAMA Number Tax Identification

RL 074 18 0 20 05 033 00 0 015-339000

Owner ID KLAS00015KLASSEN, PETE & LORENA M

Taxpayer ID KLAS00015KLASSEN, PETE & LORENA M

204 N WALNUT 67154-

Subdivision Block Lot(s) Section 18 Township 24 Range 03

Year #	Statement #	Line #	Warrant #	Specials Description	Specials Payoff	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
<u>2017</u>	0039593	001			0.00	1,410.87	1,410.87	1,410.87	Yes	No

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

\* - Does not include interest, penalties and fees.

For delinquent tax pay off amount contact Butler County Treasurer 205 W. Central Ave, El Dorado, KS 67042, (316) 322-4210

[Tax History](#)  
[Current Real Estate Detail](#)  
[GIS Map](#)

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**Kansas Secured Title, Inc. - El Dorado**

220 West Central Avenue, Suite 100  
 P.O. Box 393  
 El Dorado, KS 67042  
 Voice: 316-320-2410 Fax: 316-320-2452



SERVICE BEYOND  
 EXPECTATION

<b>To:</b> Realty Executives Sudduth Realty, Inc. Attn: Kolleen Griffin 608 State St Augusta, KS 67010	<b>Our File No.:</b> 5139424 <b>Invoice Date:</b> 1/8/2018 <b>Customer File No.</b> <b>Loan No.</b>
--	--

**Buyer:** The Pete Klassen and Lorena M. Klassen Joint Revocable Trust dated August 4, 2016  
**Seller:** The Pete Klassen and Lorena M. Klassen Joint Revocable Trust dated August 4, 2016  
**Property:** 204 N. Walnut Ln.  
**Address:** Whitewater, KS 67154  
**Sale Price:** \$1,000.00  
**Loan Amount:**  
**2<sup>nd</sup> Loan Amount:**

**INVOICE**

DESCRIPTION	AMOUNT	QTY	TOTAL
Preliminary Title Commitment	\$0.00	1	\$0.00
<b>INVOICE TOTAL</b>			<b>\$0.00</b>

**FOR THE PURPOSE OF CLOSING DISCLOSURE PREPARATION**

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



SERVICE BEYOND EXPECTATION

Kansas Secured Title, Inc. - El Dorado  
 P.O. Box 393  
 220 W. Central Ave., Suite 100  
 El Dorado, Kansas 67042  
 Phone: 316-320-2410 Fax: 316-320-2452

**Transaction Information**

The information in this section is provided as a courtesy and is not a part of the commitment.

<b>KST File 5139424</b>	Loan No.	Customer File
	<b>Your Closer is:</b>	
	If KST is to handle closing and closer is listed please contact our office.	
	<b>Your Title Officer is</b>	
<b>Gia Garner</b>	<b>316-320-2410</b>	<b>ggarner@ksfile.com</b>

<b>Buyer:</b>	<b>The Pete Klassen and Lorena M. Klassen Joint Revocable Trust dated August 4, 2016</b>
<b>Seller:</b>	<b>The Pete Klassen and Lorena M. Klassen Joint Revocable Trust dated August 4, 2016</b>
<b>Property Address:</b>	<b>204 N. Walnut Ln. Whitewater, KS 67154</b>

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.

**INFORMATION FROM THE COUNTY TAX RECORDS:**

Tax ID 15-339000 Taxes for 2017:  
 General Tax: \$2,821.74  
 Special Assessments:  
 Total: \$2,821.74  
 2017 taxes are first half paid.

**TITLE CHAIN: FOR INFORMATION WE NOTE THE FOLLOWING DEED(S) APPEARING ON THE RECORD:**

Warranty Deed from Pete Klassen and Lorena M. Klassen, husband and wife, to The Pete Klassen and Lorena M. Klassen Joint Revocable Trust dated August 4, 2016, recorded August 8, 2016, in Book 2016, Page 6341.

No other instrument conveying title to the land appears within the 24 months preceding the date of this commitment. This information is shown to evidence transfers of title within the last 24 months and should not be construed as an abstract or representation of title.

: OUR COMPANY E-RECORDS IN ALL COUNTIES WHERE THIS SERVICE IS OFFERED. An electronic recording service fee of \$5.00 per document will be assessed at the time of recording.

ALTA 4 Condominium, ALTA 5 P.U.D., ALTA 6, 6.1 or 6.2 Variable Rate, ALTA 8.1 Environmental and ALTA 9 Comprehensive, as applicable, are included at no additional charge. For other endorsements please contact our office.

, pursuant to KSA 40-1137(c), funds for closing in excess of \$1,500.00 must be in the form of a wire transfer or bank issued check (cashier's, tellers, money order).

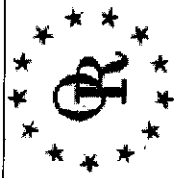
are generally \$21.00 for the first page and \$17.00 for each additional page of each document. Recording fees for releases and assignments of a single mortgage will be \$20.00 for the first page and \$4.00 for each additional page. Kansas Mortgage Registration Tax will be payable at the rate of \$0.50 per \$1000 of indebtedness.

to be recorded must be accompanied by a Kansas Real Estate Sales Validation Questionnaire (original form, in triplicate) unless a valid exemption is stated on the face of the deed pursuant to KSA 17-1437.

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.

*This information is provided to you as a courtesy and is not part of the Commitment*

ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

NOTICE

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.*

Countersigned  
Kansas Secured Title, Inc. - El Dorado

By *Ann A. June*

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
A Stock Company  
408 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By *Michael B. ...* President

Attest *David W. ...* Secretary

ORT Form 4690  
ALTA Commitment for Title Insurance 8-1-16

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.*

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COMMITMENT FOR TITLE INSURANCE  
Issued by  
Old Republic National Title Insurance Company

SCHEDULE A

File No: 5139424	Revision.	Customer File
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1. Commitment Date: January 1, 2018, 05:00 pm
2. Policy to be issued:
  - (a) 2006 ALTA® Owner's Policy  
Proposed Insured: The Pete Klassen and Lorena M. Klassen Joint Revocable Trust dated August 4, 2016  
Premium Amount:
  - (b) 2006 ALTA® Loan Policy  
Proposed Insured:  
Proposed Policy Amount:  
Premium Amount:
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 Commitment Date vested in:  
  
The Pete Klassen and Lorena M. Klassen Joint Revocable Trust dated August 4, 2016
5. The land referred to in this Commitment is described as follows:  
  
See Exhibit "A" attached hereto and by this reference made a part hereof

By  
Countersigned  
Kansas Secured Title, Inc. - El Dorado

  
By

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I-Requirements, and Schedule B, Part II-Exceptions.*

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EXHIBIT "A"

A tract beginning 522 1/2 feet North of the Southeast corner of the Northwest Quarter of Section 18, Township 24 South, Range 3 East of the 6th PM; thence North 248 feet, thence West 340 feet, thence South 248 feet, thence East to the place of beginning.

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COMMITMENT FOR TITLE INSURANCE  
Issued by  
*Old Republic National Title Insurance Company*  
SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. FURNISH executed Owner's Affidavit and Certification as prescribed by the Company.
6. Record Trustees Deed from The Pete Klassen and Lorena M. Klassen Joint Revocable Trust dated August 4, 2016 to The Pete Klassen and Lorena M. Klassen Joint Revocable Trust dated August 4, 2016, together with Kansas Real Estate Validation Questionnaire fully completed and signed to accompany said Deed.
7. FURNISH for our file the Certification of Trust as to the Pete Klassen and Lorena M. Klassen Joint Revocable Trust dated August 4, 2016 to be completed by the Trustee(s). The right is reserved to additional requirements and/or exceptions including requirement of copies of the pertinent provisions of the trust document.
8. Payment of the second half of 2017 taxes.

End of Requirements

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notices, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I-Requirements, and Schedule B, Part II-Exceptions.

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COMMITMENT FOR TITLE INSURANCE  
Issued by  
*Old Republic National Title Insurance Company*  
SCHEDULE B, PART II  
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the public records
3. Easements or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
  
7. General Taxes and Special Assessments for the first half of the year 2017 and subsequent years.

End of Exceptions

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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**COMMITMENT CONDITIONS****1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

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- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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