



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

A handwritten signature in black ink, appearing to be 'D. Wald', is written over a circular embossed seal. The seal contains the text 'OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY' and features the company's logo.

President

Attest

A handwritten signature in black ink, appearing to be 'Dorcas Wald', is written over a circular embossed seal. The seal contains the text 'OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY' and features the company's logo.

Secretary

**Issued by Authorized Agent:
Kansas Secured Title, Inc. - Topeka
901 N.E. River Road, Suite 200
Topeka, Kansas 66616
Phone: 785-232-9349
FAX: 785-232-2149**

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

By its Agent:
Kansas Secured Title, Inc. - Topeka
901 N.E. River Road, Suite 200, Topeka, Kansas 66616
785-232-9349

Title Officer: Chris Kline File No.: SN045198
Telephone: 785-232-9349 Revision No.:
Email: ckline@kstitle.com Customer File:
Closing Office: 3501 SW Fairlawn, Lower Level, Topeka, KS 66614
Phone 785-271-9352 Fax 785-272-4984
Email Loan Documents to: docs@kstshawnee.com

SCHEDULE A

1. Effective Date: April 20, 2017, 08:00 am

Property Address: 7221 SE Berryton Road
Berryton, KS 66409

2. Policy (or Policies) to be issued:

a. ALTA Owner's Policy (6-17-06)

Amount:
Premium Amount:

Proposed Insured: To Be Determined

b. ALTA Loan Policy (6-17-06)

Amount:
Premium Amount:

Proposed Insured:

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:

The Melody Kay Williams Revocable Living Trust Agreement U/A dated March 10, 2017.

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:

All that part of the South half of the Northeast Quarter of Section 9, Township 13 South, Range 16, East of the 6th P.M., lying South and West of Right of Way K.N. and D. Railway Company, Shawnee County, Kansas, EXCEPTING therefrom 4 tracts of land as follows:

1. One Tract beginning at the Northwest corner of said South half of Northeast Quarter; thence East 60 rods; thence South 10 feet to a stone fence; thence Southwesterly along said stone fence to a point on West line of said Northeast Quarter 9 rods 6 1/2 feet South of place of beginning; thence North to place of beginning.
2. Also excepting one tract beginning at a point 60 rods East of Northwest corner of said South half of Northeast Quarter; thence East 38 rods; thence South 35 feet to a stone fence; thence Northwesterly along said stone fence to a point 10 feet South of place of beginning, thence North to place of beginning.
3. Also except one tract beginning at a point 1634-8/10 feet South of Northeast corner of said Section 9; thence South 281-7/10 feet; thence South 77 degrees 50 minutes West 376-2/10 feet; thence North 74 degrees and 35 minutes West 345 feet; thence North 41 degrees and 51 minutes West 150-4/10 feet; thence 24 degrees and 20 minutes North, West 83-7/10 feet; thence North 7 degrees 20 minutes East 84-5/10 feet; thence North 65 degrees and 13 minutes East 395 feet; thence South 71 degrees and 47 minutes East 493 feet to beginning, all East of the 6th P.M., in Shawnee County, Kansas.
4. Also except one tract beginning at the Southwest corner of the Northeast Quarter of said Section 9; thence North 02 degrees 19 minutes 44 seconds West along the West line of said Northeast Quarter of Section 9, 286.58 feet; thence South 44 degrees 24 minutes 53 seconds East 391.00 feet to the South line of said Northwest Quarter of Section 9; thence South 88 degrees 27 minutes 27 seconds West along said South line 262.09 feet to the point of beginning.

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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:
 - a. The County Treasurer's records for Tax ID 2020900001017000 show:
2016 General Tax: \$2,801.02 Special Assessments: \$0.00; Total: \$2,801.02
2016 taxes are paid in full.
 - b. FURNISH for our file the attached Certification of Trust as to the Melody Kay Williams Living Trust Agreement U/A dated March 10, 2017 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.
 - c. Trustees Deed by Melody Kay Williams Living Trust Agreement U/A dated March 10, 2017, to To Be Determined, together with Kansas Real Estate Validation Questionnaire fully completed and signed to accompany said Deed.

NO FURTHER REQUIREMENTS AT THIS TIME

For informational purposes we note the following Deed(s) appearing on the record:

Quit Claim Deed from Melody K. Williams, a single person, to Melody Kay Williams and Derek Ryun Williams, Co-Trustees of the Melody Kay Williams Living Trust Agreement U/A dated March 10, 2017, recorded March 20, 2017, as Document No. [2017R04366](#).

State of Kansas Department of Health and Environment Certificate of Death for Michael A. Williams, Date of Death: April 13, 2016, filed of record in the office of the Shawnee County Register of Deeds on March 31, 2017, as Document No. 201705152.

Joint Tenancy Warranty Deed from Michael A. Williams dba Melody's Antiques and Melody Williams, husband and wife, to Michael A. Williams and Melody K. Williams, recorded December 18, 2002, in [Book 3746, Page 699](#).

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.

****NOTE: The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$1,000.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charges for same shall have been paid.**

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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 general and special taxes for 2017 and subsequent years.**
- b) **Existing Roads and Highways.**
- c) **Restrictive Easement to the United States of America for the maintenance of the Glide Angle Plane and/or Transitional Plane in connection with Forbes Air Force Base, as set out in [Book 1247, Page 540](#).**
- d) **Deed of Easement to the United States of America for the continuing right to cut and remove trees, bushes, shrubs or any other perennial growth and the right to remove or destroy structures, as set out in [Book 1419, Page 494](#).**
- e) **Contract #30622 by the City of Topeka for operation and maintenance of Landon Trail as set out in [Book 3758, Page 611](#).**

- f) **Grant of Easement and Right of Way by and between Kanza Rail-Trail Conservatory and Kansas Department of Wildlife, Park and Tourism, recorded February 16, 2017, filed in Document No. [2017R02492](#).**