



Continental TITLE COMPANY

Agent for
Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Fidelity National Title Insurance Company ("Company"), a California Corporation for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Cassy Pennington

Countersigned
Title Officer: Cassy Pennington

Fidelity National Title Insurance Company



BY *[Signature]*
President

ATTEST *[Signature]*
Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exception shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.



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SCHEDULE A

CTC File No.: 17282471 – Update 2

1. Effective Date: July 11, 2017 at 8:00 A.M.
2. Policy (or Policies) to be issued:
 - a. Owner's Policy (ALTA 6-17-06):

	Amount:	\$0.00
Proposed Insured: TBD	Premium:	\$0.00
 - b. Loan Policy (ALTA 6-17-06):

	Amount:	
Proposed Insured: None	Premium:	\$0.00
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:

Heirs and Devisees of the Estate of Clarence W. Anderson, deceased
5. The land referred to in this Commitment is described as follows:

Lots Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), in Block Twenty-five (25), in the Town of Clinton, in Douglas County, Kansas.

Closing Office:
Continental Title Company
4104 W. 6th St Ste C
Lawrence, KS 66049
Phone: (785)331-4380
Fax: (785)331-4537
Closer: Brandy Horner

**SCHEDULE B – SECTION I
REQUIREMENTS**

The following requirements must be satisfied:

1. Pay the agreed amounts for the interest in the Land and/or the Mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the Land and/or the Mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.
5. Note: This is an informational Commitment and has been issued as a report as to the status of title and as such should not be relied upon for a Real Estate Transaction. This is not a commitment to insure, and no insurance is provided by this informational commitment. This commitment is not an abstract, examination, report, or representation of fact or title and does not create and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action. Liability hereunder is exclusively, strictly and specifically limited to amounts paid for the commitment. The sole liability of company and its title insurance agent shall arise under and be governed by the conditions of the commitment and/or policy subsequently issued.

If a commitment for Title insurance is desired, the identity of the entities to be insured and policy amounts must be disclosed to this Company and this Company will issue a Commitment for Title Insurance disclosing all requirements for issuance of the policy as well as any additional exceptions which may be taken.

6. Probate case number 2017PR69 discloses that Clarence W Anderson died testate on December 19, 2016, and Letters Testamentary were issued to Marjorie A Nelson and David W Anderson as co-executors. The decedent's will contains a power of sale. We require recording of an Executor's deed to the applicant buyer(s). The Deed should recite the probate estate number, the appointment of the executor, and the power of sale in the decedent's will.
7. Properly executed Executor's Deed from Marjorie A Nelson and David W Anderson, co-executors of the Estate of Clarence W Anderson, deceased to future buyer.
8. Furnish a Sales Validation Questionnaire executed by the seller or buyer, to accompany any deed for filing.
9. Properly executed Owner's Affidavit by Marjorie A Nelson and David W Anderson, co-executors of the Estate of Clarence W Anderson, deceased.

NOTE: Grantors on all documents must show a marital status and grantors spouses must join in the execution of all documents to be recorded.

10. Note: This Company finds no open Mortgages of record; if there are any unrecorded Mortgages, please notify immediately. This Company reserves the right to make additional requirements and/or exceptions upon any review of any documentation received regarding the above requirements.
11. Payment of Assessments, Dues and/or Liens levied by the Homeowners Association of said Subdivision, if any.
12. Payment of Special Assessments and/or Taxes levied by the City of Lawrence and/or County of Douglas, if any.

CLOSING INFORMATION NOTE: If the closing for the subject property is to be conducted by Continental Title Company, we require all monies due from the purchase to be in the form of a Cashier's Check, Certified Check or Wire Transfer. If the sale proceeds of any "payoffs" pursuant to the closing require "Good Funds" then monies received by us for such must be by bank or wire transfer.

The above applies to all closings unless other specific arrangements are made. Due to wide variances in banking practices and lack of control over funds "on the wire" we cannot accept financial responsibility for delays in the clearing of funds.

**SCHEDULE B – SECTION II
EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exception 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 of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
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. Taxes and assessments for the year 2017, and subsequent years.
8. Building Setback Lines, Easements, Covenants, Conditions and Restrictions according to the plat recorded in Plat Book 2 Page 16, including provisions for Subdivision Assessments according to the recorded plat, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604, any violation of which will not work a forfeiture or reversion of title.
9. The premises in question are located within the boundaries of Resolution No. 77-24 as set forth in the instruments recorded in Book 319 at Page 1443, and may be subject to assessments by reason thereof.
10. Right of Way granted to Douglas County Rural Water District No. 3 as more fully set forth in the instrument recorded in Book 320 at Page 589.
11. Judgments, Tax Liens, if any, against the proposed buyers.

NOTE: This exception will be deleted on a Mortgage's Policy which insures the lien of a purchase money mortgage on the subject property.

12. Tenancy rights, either as month to month or by virtue of written lease of any party now in possession of the premises in question.

NOTE: The Title Agent issuing this commitment is furnishing a 24 Month Chain of Title for informational purposes only and the Company has no liability for any of the information provided:

Certificate of Death of Lola Belle Anderson, date of death October 19, 1990, as recorded October 23, 1990 as Document No. 50483 in Book 495 at Page 1530.

Warranty Deed from Dale A. Johnson and Cecil M. Johnson, his wife to Clarence W. Anderson and Iola B. Anderson, husband and wife recorded August 5, 1977 in Book 320 at Page 199. (lots 7-9)

Warranty Deed from Edith Bidinger and Frank Bidinger, her husband, and Clarence W Anderson and Iola B Anderson, his wife, recorded June 30, 1977 in Book 319 at Page 83. (lots 10-12)

NOTE: For informational purposes only we submit the following tax figures and property address, if known. We assume no liability for the correctness of the same.

Commonly known as: 1192 E 612 Rd, Lawrence, KS 66047

Tax Year: 2016

Tax ID No.: 100427C

Assessed Value: \$19,091

Tax Amount: \$2,211.6 Paid

Includes the following Special Assessments, if any: None

Delinquent Taxes, if any: None

NOTE: First Half of Taxes are due on or before December 20th; Second Half of Taxes are due on or before May 10th.

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 personal 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, which you provide 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 types 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, in person, 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 agency.

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 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 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 we or our affiliated companies have joint marketing agreements.

Former Customer

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.