



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, Alliant National Title Insurance Company, a Colorado company (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 120 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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.

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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.
- (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.

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- (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>. ***This paragraph does not apply to property located in Kansas.***

Issued through the Office of:
First United Title Agency, LLC
816 Ames St.
Baldwin City, KS 66006
Phone: 785-594-9090

ALLIANT NATIONAL TITLE INSURANCE COMPANY



By:  President

Attest:  Secretary



 Authorized Signature

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Alliant National Title Insurance Company
ALTA COMMITMENT FOR TITLE INSURANCE

Commitment Number 70-64650-19

1. Commitment Date: **May 16, 2019, at 8:00 AM**

2. Policy to be Issued:
 - (a) 2006 ALTA Owner's Policy
Proposed Insured:
Proposed Policy Amount:
 - (b) 2006 ALTA Loan Policy
Proposed Insured:
Proposed Policy Amount:

3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple

4. The Title at the Commitment Date is vested in: **Merna K. Dean (Title shown for convenience only. Please see requirements)**

5. The land referred to in this Commitment is described as follows:
Lot 20, SHANK HILL, a subdivision in Douglas County, Kansas, as shown by the recorded plat thereof.

Issued through the Office of:
First United Title Agency, LLC
816 Ames St.
Baldwin City, KS 66006
Phone: 785-594-9090



Authorized Signature

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Alliant National Title Insurance Company
ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART I
Requirements

Commitment Number 70-64650-19

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. **Title has been shown for convenience only. During our search of the public records we find a Transfer on Death Deed executed by Merna K. Dean, a single person as Grantor, to Merna K. Dean Revocable Trust Under Agreement dated May 4, 2010, as Grantee to the premises in question and that said Grantee Beneficiaries) dated May 04, 2010 recorded May 04, 2010, in Book 1061 at Page 1431.**

NOTE: It is our understanding that Merna K. Dean is now deceased, and that we will be asked to insure title through the above Transfer on Death Deed. As a condition of insurability, we must be provided the following:

- (a) **A properly executed Trustee's Deed from the Trustee of the Merna K. Dean Revocable Trust Under Agreement dated May 4, 2010, Grantee(s) of the above said Transfer on Death Deed, vesting title in the proposed insured.**
- (b) **We require a CERTIFIED copy of Merna K. Dean's Death Certificate be furnished for proper filing in the Recorder of Deeds Office. We reserve the right to make additional requirements if deemed necessary.**
6. **Furnish a Certification of trust for Merna K. Dean Revocable Trust Under Agreement dated May 4, 2010, and amendments thereto. If there have been no amendments to the agreement, furnish proof of an affidavit. (NOTE: We reserve the right to make any additional requirements we deem necessary.)**
7. **It is our understanding that Merna K. Dean is deceased. If said person died within the last year, we require that all current owners of the subject property sign our Company's consent form which authorizes our Company to contact the state department responsible for administration of Medicaid benefits to determine if there are any existing claims for reimbursement of Medicaid benefits paid on behalf of the decedent and authorizes the state to release that information to our Company, which we require in writing. In the event there are any outstanding claims for Medicaid benefits, we require recording of a written release executed by the State which either releases all Medicaid claims in full or releases the subject property from all outstanding Medicaid claims.**
8. **Properly executed Mortgage, together with spouse if any securing the proposed loan.**
9. **All taxes and special assessments due to the City of Lawrence, if any.**

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Alliant National Title Insurance Company
ALTA COMMITMENT FOR TITLE INSURANCE

10. **Payment and Release of record of the Mortgage executed by Merna K. Dean, a single person to JPMorgan Chase Bank, N.A., dated September 22, 2010 and recorded September 29, 2010 in Book 1066 at Page 2448, stating that it secures \$148,900.00 and interest.**
11. **Payment and Release of record of the Mortgage executed by Merna K. Dean, a single person to Commerce Bank, dated November 19, 2014 and recorded December 05, 2014 in Book 1119 at Page 2150, stating that it secures \$65,000.00 and interest.**
12. **FOR INFORMATIONAL PURPOSES ONLY:
Total Tax Amount for the year 2018 is \$3,337.28 (General \$3,337.28, Specials \$0.00), which are PAID IN FULL. Parcel ID: 801729; Mill Levy 121.1690. Prior years are paid in full.
NOTE: For your convenience, the tax records reflect the address of the property to be 1016 E 1256 Road, Lawrence, KS. 66047.**
13. **For all closing inquiries, please contact Kaylee Flory at 785-594-9090.**

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Alliant National Title Insurance Company
ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART II
Exceptions

Commitment Number 70-64650-19

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 circumstances 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.
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, if any, not shown as existing liens by the Public Records.
7. **Building setback lines and easements as shown on recorded plat.**
8. **Covenants and restrictions as shown in the Document recorded as Document No. 25842 in Book 276 at Page 33, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code or (b) relates to Handicap, but does not discriminate against handicapped persons. NOTE: this exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. §3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. § 3607, or (c) related to a handicap, but does not discriminate against handicapped peoples.**
9. **Terms and provisions of the Oil and Gas Lease contained in the instrument recorded in Book 139, at page 205, between A.B. Stanwix and Mary B. Stanwix, his wife, lessor, and The NE Kansas Oil Exploration Assn Inc., lessee.**
NOTE: Assignment of Oil and Gas Lease dated December 2, 1940 in Book 127 page 451.
10. **Terms and provisions of the Oil and Gas Lease contained in the instrument recorded in Book 101, at page 25, between G.G. Goodger and Emma Goodger his wife, lessor, and Jas. R. Armstrong, lessee.**

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Alliant National Title Insurance Company
ALTA COMMITMENT FOR TITLE INSURANCE

Notice regarding Closing Protection Letter coverage:

Closing Protection Letters are issued to the Lender and/or Buyer, and Seller when the fee for the letter has been paid. Their respective interests in the closing or settlement are then protected by Alliant National Title Insurance Company as described in 381.058 RSMO. If no escrow services are provided or policy coverage given, no fee will be collected and there is no protection to their respective interests given by Alliant National Title Insurance Company.

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First United Title Agency, LLC

SCHEDULE B - SECTION II

CHAIN OF TITLE

Information of chain of title per lender request: Anderson Dean and Merna K. Dean, as joint tenants and not as tenants in common acquired property by Statutory Warranty Deed dated September 08, 1992 and recorded September 30, 1992 as Document No. 37496 in Book 480 at Page 929.

Death Certificate for Anderson Dean filed September 15, 2008 in Book 1040 at Page 5329.

Information of chain of title per lender request: Merna K. Dean Revocable Trust Under Agreement dated May 4, 2010 acquired property by Transfer on Death Deed dated May 04, 2010 and recorded May 04, 2010 in Book 1061 at Page 1431.



ALLIANT
NATIONAL
TITLE INSURANCE COMPANY

PRIVACY POLICY NOTICE

ISSUED BY: **ALLIANT NATIONAL TITLE INSURANCE COMPANY**

Purpose of Notice:

Alliant National Title Insurance Company respects the privacy of our customers' personal information, so we want you to know the ways in which we may collect and use non-public personal information ("personal information"). Our practices and policies are set out in this notice.

Types of Information We May Collect:

In the course of our business, the types of personal information that we may collect about you include:

- Information we receive from you or your authorized representative on applications and forms, and in other communications to us;
- Information about your transactions with us, our affiliated companies, or others;
- Information from consumer or other reporting agencies.

Use and Disclosure of Information:

We use your information to provide the product or service you or your authorized agent have requested of us.

We may disclose information to our affiliated companies and unrelated companies as necessary to service your transaction, to protect against fraudulent or criminal activities, when required to do so by law, and as otherwise permitted by law.

We do not share any personal information we collect from you with unrelated companies for their own use.

Protection of Your Personal Information:

We restrict access to personal information about you to those employees who need to know that information in order to provide products and services to you or for other legitimate business purposes. We maintain physical, electronic and procedural safeguards to protect your personal information from unauthorized access or intrusion.

Changes:

This notice may be revised in accordance with applicable privacy laws.

WHAT DOES FIRST UNITED TITLE AGENCY, LLC 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"> Social Security number and employment information Mortgage rates and payments and account balances Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	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 First United Title Agency, LLC chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does First United Title Agency, LLC share?	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

How does First United Title Agency,LLC 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.
How does First United Title Agency,LLC 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	Companies related by common ownership or control. They can be financial and nonfinancial companies.
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>First United Title Agency,LLC 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>First United Title Agency,LLC doesn’t jointly market.</i>