

# PRELIMINARY TITLE COMMITMENT

*Provided by:*

## **First United Title**

**816 Ames, Baldwin City, Ks 66006  
(785)594-9090**

**Other Closing Locations:**

8160 Parallel Pkwy, Ste 104  
Kansas City, KS 66112  
913-955-3238

12701 W 87th St Pkwy  
Shawnee Mission, KS 66215  
913-601-3999

1406, 10701 El Monte St  
Overland Park, KS 6621  
913-383-3913

**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 EXTRACTIONAL 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.

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; and a counter signature by the Company or its issuing agent that may be in electronic form.

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.
- (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,

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; and a counter signature by the Company or its issuing agent that may be in electronic form.

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>. ***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

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; and a counter signature by the Company or its issuing agent that may be in electronic form.



**Alliant National Title Insurance Company**  
**ALTA COMMITMENT FOR TITLE INSURANCE**

Commitment Number 70-64573-19

1. Commitment Date: **May 09, 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: **The Edward James Bates and Eva Marie Bates Revocable Trust dated December 11, 1996, Edward James Bates and Eva Marie Bates, Trustees**
  
5. The land referred to in this Commitment is described as follows:  
**SEE ATTACHED EXHIBIT "A"**

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



\_\_\_\_\_  
Authorized Signature

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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

**Alliant National Title Insurance Company**  
**ALTA COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE B, PART I**  
**Requirements**

Commitment Number 70-64573-19

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. **Furnish a Certification of trust for The Edward James Bates and Eva Marie Bates Revocable Trust dated December 11, 1996 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.)**
6. **Properly executed Trustee's Deed from The Edward James Bates and Eva Marie Bates Revocable Trust dated December 11, 1996, Edward James Bates and Eva Marie Bates, Trustees vesting title to the proposed insured.**
7. **Properly executed Mortgage, together with spouse if any securing the proposed loan.**
8. **Payment and Release of record of the Mortgage executed by Eva Marie Bates, Trustee of the Edward James Bates and Eva Marie Bates Revocable Trust dated December 11, 1996 to James B. Nutter and Company, dated April 11, 2011 and recorded April 19, 2011 as Document No. 2011R02949, stating that it secures \$285,000.00 and interest.**
  - a. **NOTE: The aforementioned security agreement was last assigned to Nationstar Mortgage, LLC dba Champion Mortgage by Assignment recorded March 30, 2016 as Document No. 2016R02418.**
9. **Payment and Release of record of the Mortgage executed by Eva Marie Bates, Trustee of the Edward James Bates and Eva Marie Bates Revocable Trust dated December 11, 1996 to Secretary of Housing and Urban Development, dated April 11, 2011 and recorded April 19, 2011 as Document No. 2011R02950, stating that it secures \$285,000.00 and interest.**
10. **FOR INFORMATIONAL PURPOSES ONLY:**  
**Total Tax Amount for the year 2018 is \$2,807.54 (General \$2,804.54, Specials \$0.00), which IS PAID IN FULL. Parcel ID: 16585; Mill Levy 121.159. Prior years are paid in full.**  
**NOTE: For your convenience, the tax records reflect the address of the property to be 15939 Leavenworth Road, Basehor, KS 66007.**
11. **For all closing inquiries, please contact Kaylee Flory at 785-594-9090.**

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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

**Alliant National Title Insurance Company**  
**ALTA COMMITMENT FOR TITLE INSURANCE**

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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

**Alliant National Title Insurance Company**  
**ALTA COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE B, PART II**  
**Exceptions**

Commitment Number 70-64573-19

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. **Right of Way Granted to Rural Water District No. 4 of Leavenworth County, as more fully set forth in the instrument recorded in Book 501 at Page 1267.**

***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.

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; and a counter-signature by the Company or its issuing agent that may be in electronic form.



# **First United Title Agency, LLC**

## **SCHEDULE B - SECTION II**

### **CHAIN OF TITLE**

**Information of chain of title per lender request: Edward James Bates and Eva Marie Bates, husband and wife acquired property by Warranty Deed dated June 28, 1949 and recorded October 03, 1949 in Book 368 at Page 450.**

**Information of chain of title per lender request: The Edward James Bates and Eva Marie Bates Revocable Trust dated December 11, 1996, Edward James Bates and Eva Marie Bates, Trustees acquired property by Warranty Deed dated December 02, 1997 and recorded December 02, 1997 in Book 743 at Page 1228.**

# EXHIBIT "A"

## LEGAL DESCRIPTION

File No.: **70-64573-19**

Beginning at the Northeast Corner of the Northwest Quarter (NW 1/4) of Section Thirty Four (34), Township Ten (10) South, Range Twenty Two (22) East of the 6th PM, thence South 430 feet; thence West parallel to the Section line 495 feet to a point; thence North parallel to the West line of said Section 430 feet; thence East on the Section line 495 feet to the point, to place of beginning, in Leavenworth County, Kansas.



## 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?

<b>Why?</b>	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.
<b>What?</b>	<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"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	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?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> — to offer our products and services to you	<b>No</b>	<b>We don't share</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	<b>No</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>
<b>For non-affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

**How does First United Title**

To protect your personal information from unauthorized access and

<p><b>Agency,LLC protect my personal information?</b></p>	<p>use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p>
<p><b>How does First United Title Agency,LLC collect my personal information?</b></p>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver’s license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<p><b>Why can’t I limit all sharing?</b></p>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates’ everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <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**

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