# PROPERTY TAX INFORMATION



Return To County Website

Logout

# Database was last updated on 06/21/2024

Tax Statement Details

Type

**CAMA Number** 

Tax Identification

RL

182 03 0 00 00 002 00 0 01

277-ME0018

Owner ID

ROSC00001ROSCAR INC C/O LYDIA LEWIS

Current Taxes Current Real

Taxpayer ID ROSC00001ROSCAR INC C/O LYDIA LEWIS

Estate Detail

1500 FAWN

67417

Print Friendly

Subdivision

Block Lot(s) Section 3

Township8

Range 3

Version

Tract 1 ME0018

#### Statement # 0002946

## Details

Total

Assessed

\$16,293.00

Value:

Total Mill Levy:

153.06100

General

\$2,493.82

Tax: Specials:

\$0.00

Total Tax:

\$2,493.82

Received To Date:

\$2,493,82

Balance:

\$0.00

Interest To Date:

\$0.00

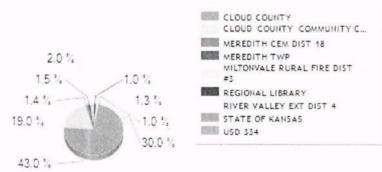
Fees:

\$0.00

Total Due:

\$0.00

Taxes by Tax Districts



#### **Receipt Information**

Receipt # Date

Tax Year

TaxInt/Fee

2590

12/19/20232023

\$2,493.82 \$0.00

For delinquent tax pay off amount contact Cloud County Treasurer 811 Washington Concordia, KS 66901, (785) 243-8115.

Back To Search Results

Back To Search Criteria

# PROPERTY TAX INFORMATION



Return To County Website

Logout

## Tax History Information

Type		CAMA Numb	oer			Tax Iden	tificatio	on			
RL		182 03 0 00	00 00	02 00 0 0	1	277-ME	0018			Curre	ent Taxes
Owner	ID ROS	SC00001ROS	SCAR	INC C/O	LYDIA LEV	VIS				Curr	ent Real
Taxpay	er ID RO	SC00001RO	SCAR	INC C/O	LYDIA LEV	VIS				Esta	te Detail
1500 FA	AWN					67417				Drint	Eriandly
Subdiv	ision	Е	Block	Lot	(s) S	Section 3	Tow	nship8	Range 3		Friendly ersion
Tract 1	ME0018										
Year C	Owner ID	Statement #	Line #	Warrant #	Specials Description		cials ayoff	1st Half Due	2nd Half Due	Total Due*	1st 2nd Half Ha

Year	Owner ID	Statement #	Line #	Warrant #	Specials Description	Specials Payoff	1st Half Due	2nd Half Due	Total Due*	Half	2nd Half Paid
2022	ROSC00001	0001922	001			0.00	1,314.79	1,314.79	0.00	Yes	Yes
2021	ROSC00001	0006853	001			0.00	1,377.38	1,377.38	0.00	Yes	Yes
2020	ROSC00001	0006479	001			0.00	1,411.79	1,411.79	0.00	Yes	Yes
2019	ROSC00001	0006760	001			0.00	1,396.55	1,396.55	0.00	Yes	Yes
2018	ROSC00001	0007615	001			0.00	1,342.69	1,342.69	0.00	Yes	Yes
2017	ROSC00001	0007896	001			0.00	1,246.89	1,246.89	0.00	Yes	Yes
2016	ROSC00001	0008372	001			0.00	1,100.28	1,100.28	0.00	Yes	Yes
2015	ROSC00001	0006753	001			0.00	953.45	953.45	0.00	Yes	Yes
2014	ROSC00001	0006762	001			0.00	806.81	806.81	0.00	Yes	Yes
2013	ROSC00001	0006763	001			0.00	722.35	722.35	0.00	Yes	Yes
2012	ROSC00001	0006843	001			0.00	620.95	620.95	0.00	Yes	Yes
2011	ROSC00001	0009348	001			0.00	542.57	542.57	0.00	Yes	Yes
2010	ROSC00001	0009386	001			0.00	516.54	516.54	0.00	Yes	Yes
2009	ROSC00001	0009413	001			0.00	528.40	528.40	0.00	Yes	Yes
2008	ROSC00001	0009541	001			0.00	545.17	545.17	0.00	Yes	Yes
2007	ROSC00001	0009363	001			0.00	551.34	551.34	0.00	Yes	Yes
2006	ROSC00001	0009384	001			0.00	569.72	569.72	0.00	Yes	Yes
2005	ROSC00001	0009326	001			0.00	547.36	547.36	0.00	Yes	Yes

Click on underlined tax year to see payment detail.

For delinquent tax pay off amount contact Cloud County Treasurer 811 Washington Concordia, KS 66901, (785) 243-8115.

<sup>\* -</sup> Does not include all interest, penalties and fees.



This database was last updated on 6/21/2024 at 7:34 AM

# Return to County Website | Log Out

View GIS Map | View Tax Detail

# Parcel Details for 015-182-03-0-00-00-002.00-0

Page 1 of 1 Owner Information 2 Property Address 2 Owner's ROSCAR INC Address: 1500 Fawn Rd Name Aurora, KS 67417 (Primary): General Property Information 2 Deed Information 2 Agricultural Use - A **Document Document Link** Property Class: Living Units: Zoning: Neighborhood: 043.R Neighborhood / Tract Information 2 Neighborhood: 043.R Tract: Section: 03 Township: 08 Range: 03 **Tract Description:** S03, T08, R03, ACRES 159.68, NW4 EXC RD ROW Acres: 159.68 0.00 Market Acres: Land Based Classification System 2 Function: Farming / ranch land (with Ag improvements) Activity: Farming, plowing, tilling, harvesting, or related activities Ownership: Private-fee simple Site: Dev Site - crops, grazing etc - with structures Property Factors 2 Level - 1; Rolling - 4 On and Off Street - 3 Parking Type: Topography: **Utilities:** Well - 5 Parking Quantity: Adequate - 2 Access: Semi Improved Road - 2 Parking Proximity: On Site - 3 Secondary Street - 3 Fronting: Parking Covered: Neighborhood or Spot - 6 Location: Parking Uncovered:

Tax Year	Property Class	Land	Building	Total
2024	Agricultural Use - A	48,150	00	48,150



Boundary

Boundary

d from page 205.

Presidents, Resident Assistant Secretaries, and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assiments of judgments, decrees, mortgages and instruments in the nature of mortgage and also all other instruments and documents which the business of the Company require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint Agnes Conger, Lawrence, Kansas, it true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, and on behalf as surety, and as its act and deed: Any and all bonds and undertaings, each in a penalty not to exceed the sum of ONE HUNDRED THOUSAND DOLLARS in the execution of such bonds or undertakings in pursuance of the presents, shall be as binding upon said Company, as fully and amply, to all integrated and purposes, as if they had been duly executed and acknowledged by the regular elected officers of the Company at its office in Baltimore, Maryland, in their proper persons. proper persons.

The said Assistant Secretary does hereby certify that the aforegoing is a copy of Article VI, Section 2, of the By-Laws of said Company, and is now in for

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said AMER BONDING COMPANY OF PALTIMORE, this 11th day of May A.D. 1944.

ATTEST: Wm.H. C. Griffith Assistant Secretary

AMERICAN BONDING COMPANY OF BALTIMORE (SEAL)

By A. H. Geiselman Vice-President

State of Maryland, City of Baltimore, ss.

On this 11th day of May, A.D. 1944, before the subscriber, a Notary Publication of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-Fresident and Assistant Secretary of the AMERICAN BONDING COMPANY OF BALTIMORE, to me personally known to be the individual officers described in and who executed the preceding instrument, and they acknowledged the execution of the same, and being by me duly sworm, severally acknowledged the execution of the same, and they are the said officers of the Coe ack for himself deposeth and saith, that they are the said officers of the Coe after the said company, and that the said Corporate Seal and their signatures at Seal of said Company, and that the said Corporate Seal and their signatures at and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official at the City of Paltimore, the day and year first above written.

(SEAL)

C. R. Syks Notary Public

My commission expires May 7, 1945.

State of Kansas, Cloud County, ss.

This instrument was filed for Record on the 19 day of June A.D. 1944 at clock A. M. and duly recorded in Vol. Y. Misc. at pages 205 - 206.

Celia Hinkel

PARTITION FENCE AGREEMENT - LAWRENCE O'REILLY ETAL to CECIL GRIMM ETUX 

PARTITION FENCE AGREEMENT

This Agreement made and entered into this day of May, 1944, by an between LAWRENCE O'REILLY, a single man, and MARGERY O'REILLY, a single woman, cloud County, Kansas, parties of the first part, and CECIL GRIMM of Cloud Count, Kansas, party of the second part, and in which is jointed ALEXINE GRIMM, wifely party of the second part.

Whereas, first parties are the owners of the Northwest Quarter (NW ) of Section Three (3), Township Eight (8), Range Three (3), Cloud County, Kanses, second party is the owner of the Northeast Quarter (NE ) of Section Three (3), Township Eight (8), Range Three (3), Cloud County, Kansas, and

Whereas, the parties hereto are desirous of constructing a partition feat the line between said tracts of land, and to provide for the maintenance of, and fence hereafter, and

Whereas, the North half of said fence is subject to damage by high water falling limbs, and in order to effectuate an agreement imposing as near as polyequal obligations upon the respective parties hereto with reference to the construction and maintenance of such partition fence, it is by the parties hereto

- 1. First Parties shall construct the North Half of such fence, which for shall consist of four barbed wires strung on good substantial posts not more than one rod apart and first parties shall maintain and keep said North Half of sale fence in a good state of repair at all times from October 1, to May 1, of each succeeding year, hereafter, and agree that in the event they use their land while sadjacent and opposite thereto, for the pasturing of livestock, between the of May 1, and October 1, of this year, or any succeeding year or years, they are during such times and under such circumstances, repair, maintain and keep such in a good state of repair.
- 2. Second Farty agrees that if he uses his land which is adjacent to ap opposite the North Half of such fence for the pasturing of livestock between

ROS

for May 1, and October 1, of this year, or any succeeding year or years and in parties are at such times not using their land adjacent and opposite the rote that he will during such time and under such circumstances, remaintain and keep such fence in a good state of repair.

- 3. Second party agrees that he will construct the south half of such partition which fence shall consist of four barbed wires strung on good substantial and more than one rod apart, and that he will at all times thereafter, keep fouth half of said fence in a good state of repair.
- 4. First Parties agree that they will neither plant nor cultivate any annual upon any part of their land bordering upon and adjacent to the south half of fonce within a distance of less than five feet from such fence, and second agrees that he will neither plant nor cultivate any annual crops upon any of his land adjacent to or adjoining the north half of such fence within a distof less than five feet therefrom.

This contract shall be filed of record and its terms and conditions shall be, constitute covenants running with all of the above-described real estate, and terms and provisions shall be binding not only upon the parties hereto, but as the pont their respective successors in interest in and to said tracts of real

Executed in triplicate the day and year first above written, one duplicate that to be retained by each First and Second Part, and one to be filed of record.

Lawrence O'Reilly Margery O'Reilly First Parties

Cecil Grimm Alexine Grimm Second Party

#### ACKNOWLEDGMENT

OF KANSAS, COUNTY OF CLOUD, SS.

Be it remembered that on this 31st day of May, 1944, before me the undersigned, tary Public in and for the county and state aforesaid, personally appeared one o'Reilly, a single man and Margery O'Reilly, a single woman and Cecil Griman the wife, all of whom are personally known to me to be the same than the executed the above and foregoing instrument of writing and each duly reledged the execution of the same.

In witness whereof, I have hereunto subscribed my name and affixed my Notarial the day and year last above written.

(SEAL) Clarence Paulsen Notary Public

com. Expires June 7, 1947.

for Kansas, Cloud County, ss.

This instrument was filed for Record on the 21 day of June A.D. 1944 at 11:55 dock A. M. and duly recorded in Vol. Y. Misc. at pages 206 - 207.

Celia Hinkel Register of Deeds 

W. H. PAGE IN RE HANNAH WESTOVER

itelof Kansas, County of Cloud, ss. AFFIDAVIT

W. H. Fage of lawful age, being first duly sworn on oath, says;

That I was acquainted with HANNAH WESTOVER who on February 13th., 1878 con-

Lot No. Two (2) in Block No. Five (5) in the City of Clyde, Cloud County, Kansas,

deed was recorded in Volume G of Deeds on Pages 323 and 324 of the records of den deed was record

And Affiant knows that on February 13th., 1878 the date of the execution and dolegment of the deed above mentioned the said HANNAH WESTOVER was single and arried and of legal age.

And Further Affiant saith not.

W. H. Page

Subscribed and sworn to before me this 22nd day of June A.D. 1944 by W.H.Fare is personally known to me, and known to me to be the person described in and baccuted the foregoing instrument and such person duly acknowledged the execution

(SEAL)

J. F. Daugherty Notary Public

erm expires Dec. 3rd 1947.

of Kansas, Cloud County, ss.

This instrument was filed for Record on the 22 day of June A.D. 1944 at 4:30 ock P. M. and duly recorded in Vol. Y. Misc. at page 207.

	A	144 mm
intened in transfer record in my Office		Lang Kugusal
Betty & Musick County Clock?	KANSAS WARRANTY DEED	Part Part
On this 4 day and wife, Grantors, CONVI described real estate in Cloud	y of March, 1999, Carmelo Mallia and Roslit EY AND WARRANT to Roscar, Inc., Gran ad County, Kansas:  See Attached	a Green Mallia, husband tee, all of the following-
	ion, contribution to a corporation. Pursuant to ire is not required due to Exception No. 4.	o K.S.A. 79-1437e, a real
SUBJECT TO:		
Carmelo Mallia	Roslita Green Malli	ieen mallis
STATE OF NEW YORK, C	COUNTY OF Queens	ss:
This instrument was and Roslita Green Mallia, h	They KA	1999, by Carmelo Mallia  Octories  gor Levoniuk
My appointment expires:		

NO man Fig. 12 Col. No. 12 Col

NOTARY PULLIC, Good of New York
NO. 41-25-3200
Qualified in Queens County
Term Expires 2 126 7000

CADOR of

The East Half of the Northeast Quarter of Section 4, Township 8 South, Range 3 West of the 6th P.M., Cloud County, Kansas.

The Southeast Quarter of Section 28, Township 7 South, Range 3 West of the 6th P.M., Cloud County, Kansas.

The East Half of the Southeast Quarter of Section 33, Township 7 South, Range 3 West of the 6th P.M., Cloud County, Kansas.

The West Half of the Northwest Quarter and the West Half of the Southwest Quarter of Section 34, Township 7 South, Range 3 West of the 6th P.M., Cloud County, Kansas.

The Northwest Quarter of Section 3, Township 8, Range 3 West of the 6<sup>th</sup> P.M., Cloud County, Kansas.



# **Commitment Cover Page**

Order Number: 3084292 Delivery Date: 07/30/2024

Property Address: 1500 FAWN RD, Aurora, KS 67417

For Closing Assistance

Jacqua Askren 213 W. 6th Street

Suite B

Concordia, KS 66901 Office: (785) 243-3545 jaskren@security1st.com Kayla Sicard 213 W. 6th Street

Suite B

Concordia, KS 66901 Office: (785) 243-3545 ksicard@security1st.com For Title Assistance

Jacqua M. Askren 213 W. 6th Street

Suite B

Concordia, KS 66901 Office: (785) 243-3545 jaskren@security1st.com

Seller/Owner

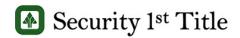
Roscar, Inc. 1500 FAWN RD AURORA, KS 67417

Delivered via: Electronic Mail

**Ordering Customer** 

Trophy Properties and Auction Attention: Jason L Wallingford 640 Cepi Drive, Suite 100 Chesterfield, MO 63005 (314) 882-6971 (Cell) (855) 573-5263 (Work) (314) 689-0046 (Work Fax) JasonW@TrophyPA.com Delivered via: Electronic Mail





## **Title Fee Invoice**

Date: 07/30/2024 Buyer(s):

Order No.: Seller(s): Roscar, Inc., aka R O S C A R Inc., a

Kansas Corporation

1500 FAWN RD, Aurora, KS 67417

Issuing Office: Security 1st Title

213 W. 6th Street Property

Suite B Address:

Concordia, KS 66901

#### **Title Insurance Fees**

ALTA Owner's Policy 07-01-2021 (TBD)

**Total TBD** 

If Security 1st Title will be closing this transaction, the fees listed above will be collected at closing.

Otherwise, please remit payment to the issuing office above.

#### Thank you for your order!

**Note:** The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

#### **Tax Information:**

182-03-0-00-00-002.00-0



# ALTA COMMITMENT FOR TITLE INSURANCE issued by **Chicago 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, CHICAGO TITLE INSURANCE COMPANY, a Missouri 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 Amount of Insurance and the name of the Proposed Insured.

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

Chicago Title Insurance Company

By:

Randy Quirk, President

Attest:

Marjorie Nemzura, Secretary

Marjoin Hemogua

**Issuing Agent: Security 1st** Title

Security 1<sup>st</sup> Title

Jacqua M. Askren (785) 243-3545 (Work) jaskren@security1st.com



# Transaction Identification Data for reference only:

Issuing Agent: **Security 1st Title** Buyer:

Issuing Office: 213 W. 6th Street Title Contact: Jacqua M. Askren (785) 243-3545 (Work)

Suite B

Concordia, KS 66901 jaskren@security1st.com

ALTA Universal ID: 0001150

Loan ID Number:

KS-C3084292 Commitment No.: Property Address: **1500 FAWN RD** Aurora, KS 67417

#### **SCHEDULE A**

1. Commitment Date:

06/27/2024 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021

Proposed Insured:

The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Roscar, Inc., aka R O S C A R Inc., a Kansas Corporation

5. The Land is described as follows:

The Northwest Quarter (NW1/4) of Section Three (3), Township Eight (8) South, Range Three (3) West of the 6th P.M., in Cloud County, Kansas.

#### Security 1st Title, LLC

By:

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. 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



**TBD** 



#### 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, and recorded in the Public Records.
- 5. Note: For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in the Conditions, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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 charge for same shall have been paid.



#### SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

- 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 encumbrance, violation, variation, or adverse circumstance, boundary lines overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.
- 5. Any lien or right to a lien, for services, labor, material, or equipment 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 year 2023 in the amount of \$2,493.82, paid.

Property ID # 182-03-0-00-002.00-0

**PIN # ME0018** 

- 8. Subject to existing road, street or highway rights of way.
- 9. The terms and provisions contained in the document entitled "Fence Agreement" filed as Volume Y Misc. at pages 206-7.
- 10. Rights or claims of parties in possession not shown by the public records.



#### **COMMITMENT CONDITIONS**

#### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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.

#### 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
  - 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
  - c. 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.
  - 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 IS 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 closing, settlement, escrow, or any other purpose.

- 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. CLAIMS PROCEDURES
  - This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION
  - ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE



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# FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

#### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- · information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

#### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

<u>Cookies</u>. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose



whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

<u>Web Beacons</u>. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

<u>Do Not Track</u>. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

<u>Links to Other Sites</u>. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

#### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

#### When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

#### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

#### **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third



parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<a href="https://fnf.com/pages/californiaprivacy.aspx">https://fnf.com/pages/californiaprivacy.aspx</a>) or call (888) 413-1748.

<u>For Nevada Residents</u>: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

<u>For Oregon Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

<u>For Vermont Residents</u>: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

<u>For Virginia Residents</u>: For additional information about your Virginia privacy rights, please email privacy@fnf.com or call (888) 714-2710.

#### Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do <u>not</u> collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

#### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

#### FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

# Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

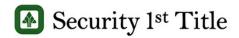
#### Accessing and Correcting Information; Contact Us



If you have questions or would like to correct your Personal Information, visit FNF's <u>Privacy Inquiry Website</u> or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc. 601 Riverside Avenue Jacksonville, Florida 32204 Attn: Chief Privacy Officer





#### **PRIVACY POLICY**

WHAT DOES SECURITY 1<sup>ST</sup> TITLE DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Security 1<sup>ST</sup> Title, LLC, pursuant to Title V of the Gramm-Leach-Billey Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Security 1st Title, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?	
For our everyday business purposes—to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No	
For our marketing purposes—to offer our products and services to you.	Yes	No	
For joint marketing with other financial companies	No	We don't share	
For our affiliates' everyday business purposes—information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No	
For our affiliates' everyday business purposes—information about your creditworthiness.	No	We don't share	
For our affiliates to market to you	Yes	No	
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share	

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. (We do not control their subsequent use of information, and suggest you refer to their privacy notices.)

Sharing practices	
How often does Security 1 <sup>st</sup> Title notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How does Security 1 <sup>st</sup> Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How does Security 1 <sup>st</sup> Title collect my personal information?	We collect your personal information, for example, when you
	request insurance-related services     provide such information to us  We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.
Contact Us	If you have any questions about this privacy notice, please contact us at: Security 1st Title, 727 N. Waco, Suite 300, Wichita, KS 67203

