



ALTA COMMITMENT FOR TITLE INSURANCE
Issued By
FIRST AMERICAN 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 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, First American Title Insurance Company, a Nebraska 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 Policy Amount 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.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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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 or imputed knowledge, 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 Policy Amount”: 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 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.

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 is not be liable for any other amendment to this Commitment.

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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 have 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5.a. Proposed Policy 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 provision 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 Sate 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 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 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.

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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 PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount of Insurance is \$2,000,000 or less shall be arbitrated at the election 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>.

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**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:****Issuing Agent:** Ness County Abstract & Title, LLC**Issuing Office:** Ness County Abstract & Title, LLC**Issuing Office's ALTA® Registry ID:** 1049872**Loan ID No.:****Commitment No.:** 23-185T**Issuing Office File No.:** 23-185T**Property Address:** NW/4 27-16-24, lying N of Hwy, Ransom, KS 67572**Revision No.:****SCHEDULE A**

1. Commitment Date: December 1, 2023 at 8:00 A.M.

2. Policy to be issued:

a. ALTA® Owners Policy (07-01-2021)

Proposed Insured:

To Be DeterminedProposed Amount of Insurance: **\$TBD**

The estate of interest to be insured: Fee Simple

b. ALTA® Loan Policy (07-01-2021)

Proposed Insured:

To Be DeterminedProposed Amount of Insurance: **\$TBD**

The estate of interest to be insured: Fee Simple

c. ALTA® Loan Policy (07-01-2021)

Proposed Insured:

NONEProposed Amount of Insurance: **\$**

The estate of interest to be insured:

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:

James W. Hobson and Sandra G. Hobson, Trustees of the James W. and Sandra G. Hobson Family Trust, dated April 7, 2005 and, as disclosed in the Public Records, has been since May 7, 2014

5. The Land is described as follows:

All land north of Kansas Highway 4 right of way in the Northwest Quarter (NW/4) of Section Twenty-seven (27), Township Sixteen (16S) Range Twenty-four (24W) of the 6th P.M., Ness County Kansas

NESS COUNTY ABSTRACT & TITLE, LLCBy: **Megan M. Stoecklein, Authorized Signatory**

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SCHEDULE B, PART I -- Requirements

All of the following Requirements must be met:

1. Pay the general taxes and special assessments for the year 2023.
2. The Kansas court system was affected by a security incident limiting the ability to search, file and/or post documents affecting title to the Land. Closing will not be able to take place until all issues relating to this matter have been resolved and an updated search performed. If the parties are not willing to delay closing, then the following exceptions will appear on the final policy:

Owner's Policy:

Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the Kansas court system, including, but not limited to, (i) an inability to search the Public Records, or (ii) any delay in recordation or filing of documents affecting title to the Land in the Public Records.

Loan Policy:

Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the Kansas court system, including, but not limited to, (i) an inability to search the Public Records, (ii) any delay in recordation or filing of documents affecting title to the Land and/or the priority of the lien of the Insured Mortgage in the Public Records.

In order to remove these exceptions from a policy, First American requires the following:

- 1) An owner's affidavit (signed by the seller and/or buyer) stating no court action in Kansas exists wherein the owner is subject to (or may become subject to) a judgment lien which may attach to the Land.

AND

- 2) First American's Indemnity III (Off-Record Matters) signed by the affiant owner(s) and/or purchaser(s).
3. Obtain and record a properly executed Certification of Trust in accordance with Kansas Statute 58a-1013 from Trustee(s) of the James W. and Sandra G. Hobson Family Trust, dated April 7, 2005, evidencing to the public the status, the existence, and the authority of the Trustee(s) to confer and act, more specifically to convey the real estate covered by this commitment, in the office of the Register of Deed, Ness County, Kansas.
4. Obtain and record a properly executed Trustee's Deed from the Trustee(s) of James W. and Sandra G. Hobson Family Trust, dated April 7, 2005 to a prospective purchaser to be determined. A properly executed Real Estate Sales Validation Questionnaire must accompany Trustee's Deed for recording.
5. Obtain and record a properly executed Mortgage from a prospective purchaser to be determined in favor of a prospective lender to be determined in the office of the Register of Deeds, Ness County, Kansas, securing a principal amount to be determined.
6. 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.

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7. Pay the agreed amount for the estate or interest to be insured.
8. Pay the premiums, fees, and charges for the Policy to the Company.
9. 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.
10. Upon examination of the above aforementioned, we reserve the right to make additional requirements and exceptions as may be necessary.
11. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may make additional requirements and exceptions relating to the interest or the loan.

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 provision of the document will be excepted from coverage.

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. Right 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 lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, unless such lien is shown by the Public Records at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. The lien of the General Taxes for the year 2023, and thereafter.
8. General Taxes and special assessments for the year 2023: 1st half of 2023 Tax Statement #1215 in the amount of \$429.05 is currently due and payable, on or before December 20, 2023; and 2nd half of 2023 Tax Statement #1215 in the amount of \$429.05 is currently due and payable, on or before May 10, 2024.
9. Financing statements, if any, affecting crops growing or to be grown on the land in question. No liability is assumed hereunder for financing statements not recorded in the Real Estate Records, which may affect crops growing or to be grown on the land above described.

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10. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand and gravel located in, on or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
11. Condemnation for Railroad purposes for the Denver, Memphis & Atlantic Railway Company, dated April 15, 1887, filed in the office of the Register of Deeds, Ness County, Kansas on August 19, 1887 at 1:35 P.M. in Misc Book 2, Page 122, and any subsequent assignments or conveyances thereof, together with any right or claim of right to enter onto the surface.
12. Terms and Conditions of Disclaimer dated December 28, 2011 from Union Pacific Railroad Company (successor through mergers) to The Public, it's successors and assigns, filed for record in the office of the Register of Deeds, Ness County, Kansas on May 7, 2012 at 08:15-AM in Record Book 353, Page 41, and all subsequent assignments or conveyances thereof, together with any right or claim of right to enter onto the surface.
13. Condemnation of Land for State Highway Purposes, filed in the office of the Register of Deeds, Ness County, Kansas on September 18, 1941 at 9:00 A.M. in Misc Book 24, Page 423, and any subsequent assignments or conveyances thereof, together with any right or claim of right to enter onto the surface.
14. Terms and Conditions of Right of Way Easement dated July 3, 1962 from Daisy A. Baer, a widow to Clear Creek, Inc., it's successors and assigns, filed for record in the office of the Register of Deeds, Ness County, Kansas on August 30, 1962 at 03:05-PM in Record Book 55, Page 320, and all subsequent assignments or conveyances thereof, together with any right or claim of right to enter onto the surface.
15. Terms and Conditions of Oil & Gas Lease dated May 15, 1963 from Daisy A. Baer, a widow; Dorothy Baer Hobson and James M. Hobson, wife and husband, to Vyrl W. Levan, filed for record in the office of the Register of Deeds, Ness County, Kansas on May 28, 1963 at 03:05-PM in Record Book 62, Page 332; and thereby extended by Proof of Extension of Leases by Production as filed in Record Book 64, Page 218, and any subsequent conveyances of assignments thereof, together with any right or claim of right to enter onto the surface for exploration, drilling, or excavation.
16. Terms and Conditions of Oil & Gas Lease dated May 18, 1963 from Daisy A. Baer Trustee for and on behalf of all of the vested remaindermen, both known and unknown, born and unborn, under Paragraph 3 of the will of W. F. Baer, deceased, to Vyrl W. Levan, filed for record in the office of the Register of Deeds, Ness County, Kansas on June 14, 1963 at 09:30-AM in Record Book 62, Page 476; and thereby extended by Proof of Extension of Leases by Production as filed in Record Book 64, Page 218, and any subsequent conveyances of assignments thereof, together with any right or claim of right to enter onto the surface for exploration, drilling, or excavation.
17. Terms and Conditions of Oil & Gas Lease dated June 14, 1963 from Daisy A. Baer, Guardian of the estates of James William Hobson, Michael Roy Hobson and Charles Bruce Hobson, minors, to Vyrl W. Levan, filed for record in the office of the Register of Deeds, Ness County, Kansas on June 14, 1963 at 11:00-AM in Record Book 62, Page 496; and thereby extended by Proof of Extension of Leases by Production as filed in Record Book 64, Page 218, and any subsequent conveyances of assignments thereof, together with any right or claim of right to enter onto the surface for exploration, drilling, or excavation.

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18. Terms and Conditions of Declaration of Pooling and Unitization of Oil and Gas Leases filed for record in the office of the Register of Deeds, Ness County, Kansas on July 7, 2003 at 03:15-PM in Record Book 282, Page 137, and any subsequent conveyances of assignments thereof, together with any right or claim of right to enter onto the surface for exploration, drilling, or excavation.
19. Terms and Conditions of Declaration of Pooling and Unitization of Oil and Gas Leases filed for record in the office of the Register of Deeds, Ness County, Kansas on July 7, 2003 at 03:10-PM in Record Book 282, Page 134, and any subsequent conveyances of assignments thereof, together with any right or claim of right to enter onto the surface for exploration, drilling, or excavation.
20. Terms and Conditions of Declaration of Pooling and Unitization of Oil and Gas Leases filed for record in the office of the Register of Deeds, Ness County, Kansas on July 7, 2003 at 03:20-PM in Record Book 282, Page 140, and any subsequent conveyances of assignments thereof, together with any right or claim of right to enter onto the surface for exploration, drilling, or excavation.
21. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$1,000.00 and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charges for the same shall have been paid.

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