

 First American Title™	CLTA Guarantee Form No. 28 – Condition of Title
Guarantee	ISSUED BY First American Title Insurance Company
	GUARANTEE NUMBER 50046120-0006214e

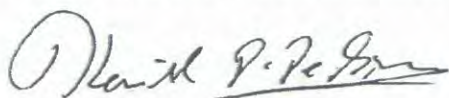
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE.

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

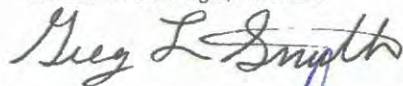
GUARANTEES
the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A

First American Title Insurance Company

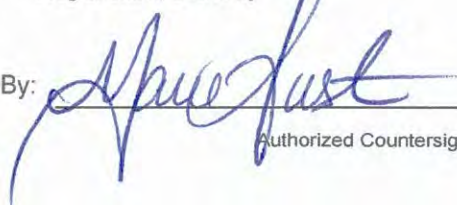


Kenneth D. DeGiorgio, President



Greg L. Smith, Secretary

By: _____



Authorized Countersignature

For Reference:

File #: 2023-KS-1754

Policy #: 50046120-0006214e

Issued By:

Farmers & Lawyers Title Company, LLC

517 S. Main Street

Hugoton, KS 67951

This jacket was created electronically and constitutes an original document

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters against the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or, (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.

- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- a. the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- b. "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- c. "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- d. "Public Records": those records established under Kansas statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- e. "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- f. "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- a. The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- b. If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- c. Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- d. In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing

GUARANTEE CONDITIONS (Continued)

evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

- a. In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- b. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonable necessary information from third parties, as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- a. To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- b. To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time

of payment or tender of payment and that the Company is obligated to pay; or

- c. To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation Liability.

- a. This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.
- b. If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- c. In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- d. The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

- a. No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- b. When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

GUARANTEE CONDITIONS (Continued)

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

- a. This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- b. Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- c. No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability.


In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum.

- a. Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- b. Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United State of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com)**

 <div style="display: inline-block; vertical-align: middle; margin-left: 10px;"> First American Title™ </div>	CLTA Guarantee Form No. 28 – Condition of Title
<h1>Schedule A</h1>	<small>ISSUED BY</small> First American Title Insurance Company
	<small>GUARANTEE NUMBER</small> 50046120-0006214e

File No.: 2023-KS-1754

Address Reference: NE/4 32-32-38, Stevens Co., KS

Guarantee No.: 50046120-0006214e

Amount of Liability: \$100.00

Date of Guarantee: 10/02/2023

1. Name of Assured:

Daniel Melson, Trophy Properties & Auction

2. The estate or interest in the Land which is covered by this Guarantee is:

Fee Simple

3. The Land referred to in this Guarantee is described as follows:

Surface rights only in and to the Northeast Quarter (NE/4) of Section Thirty-Two (32), Township Thirty-Two (32) South, Range Thirty-Eight (38) West of the Sixth Principal Meridian, Stevens County, Kansas


4. ASSURANCES:

According to the Public Records as of the Date of Guarantee,

a. Title to the estate or interest in the Land is vested in:

Gail Armstrong

b. Title to the estate or interest is subject to defects, liens, or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

 <div style="display: inline-block; vertical-align: middle; margin-left: 10px;"> <i>First American Title™</i> </div>	CLTA Guarantee Form No. 28 – Condition of Title
Schedule B	<small>ISSUED BY</small> First American Title Insurance Company
	<small>GUARANTEE NUMBER</small> 50046120-0006214e

File No.: 2023-KS-1754

Taxes for the year 2021 and all prior years are paid.

Parcel ID: 095-079-32-0-00-00-001.00-0-00

Taxes for the year 2022 in the amount of \$134.23 are paid in full.

EXCEPTIONS

10. Subject to the Right of Way Grant from Marie L. Chamberlin, widow, to Panhandle Eastern Pipe Line Company, recorded on November 2, 1945 in Book Misc. Q, Page 252 in the official records of Stevens County Register of Deeds, and any assignments thereof.

11. Subject to the Pipeline Easement from Price Stout and Alice Stout, husband and wife, to Northern Natural Gas Company, recorded on February 18, 1977 in Book 76, Page 420 in the official records of Stevens County Register of Deeds, and any assignments thereof.

Tax Year: 2022

Stmnt: 455 Type: REAL ESTATE Parcel ID: 095-079-32-0-00-00-001.00-0-00

Property Address:

COUNTY

WEST CENTER

Legal Description:

S32 , T32 , R38W , ACRES 158.0 , NE

T/U: 030 - WEST CENTER TOWNSHIP City/Twp: WEST CENTER Sub Div: USD: 210

Levy: 146.735 Sec: 32 Twp: 32 Rng: 38W Lot: Blk:

General Tax: \$126.34

Specials: 7.89

Total Tax: 134.23

Rec To-Dt: 134.23

Owner Information:

ARMSTRONG, GAIL

14141 HUNTINGTON LN

LEAVENWORTH KS 66048-

7289

Balance: 0.00

Int-To-Dt (As of
09/25/2023): 0.00

Fees: 0.00

Total Due: \$0.00

Receipt Information

Type	Receipt Number	Date	Tax	Int/Fee
CUR *	05 4215	12/28/2022	134.23	0.00

Additional Years Statements

Tax Year	Stmnt #	Redemption #	Owner Name	Taxpayer Name	Total Due
2021	439		ARMSTRONG, GAIL		\$0.00
2020	434		ARMSTRONG, GAIL		\$0.00
2019	433		ARMSTRONG, GAIL		\$0.00
2018	430		ARMSTRONG, GAIL		\$0.00
2017	204		ARMSTRONG, GAIL		\$0.00
2016	274		ARMSTRONG, GAIL		\$0.00
2015	260		ARMSTRONG, GAIL		\$0.00
2014	515		ARMSTRONG, GAIL		\$0.00
2013	262		ARMSTRONG, GAIL		\$0.00
2012	255		ARMSTRONG, GAIL		\$0.00
2011	255		ARMSTRONG, GAIL		\$0.00

2010	247	ARMSTRONG, GAIL	\$0.00
2009	263	ARMSTRONG, GAIL (BAILIFF)	\$0.00
2008	265	ARMSTRONG, GAIL (BAILIFF)	\$0.00
2007	267	ARMSTRONG, GAIL (BAILIFF)	\$0.00
2006	261	ARMSTRONG, GAIL (BAILIFF)	\$0.00
2005	260	ARMSTRONG, GAIL (BAILIFF)	\$0.00

DEED-GENERAL WARRANTY

TO
FROM
Entered in Transfer Record
in
my office, this
day of
A. D. 19

STATE OF KANSAS,
County,
This instrument was filed for record on the
day of month, A. D. 19
at
County Clerk, for recording, \$
Total, \$

THIS INDENTURE, made this 10th day of June
A. D. 1968, between Joseph Chamberlin and Jean Chamber-
lin, Husband and Wife; Betty Jane MacPherson and
Frank MacPherson, Wife and Husband; Doris C. Brown
and Galen Brown, Wife and Husband, in the State of Connecticut
of the first part, and
Price Stout and Alice Stout, Husband and Wife,
of Morton
County, in the State of Kansas
of the second part,
WITNESSETH, That said parties of the first part, in consideration of
the sum of One Dollar and other good and XXXXXXXXXX
valuable considerations----- by these presents grant,
bargain, sell and convey unto said parties of the second part, their
heirs and assigns, all the following-described real estate, situated in the County
of Stevens and State of Kansas, to wit:

The Northeast Quarter (NE/4) of Section Thirty-two (32), Township Thirty-two
(32) South, Range Thirty-eight (38) West of the Sixth Principal Meridian, ex-
cepting and reserving unto the grantors all the oil, gas and other minerals lying
in or under, or that may be produced from the above described property, in-
cluding the right of ingress and egress for the purpose of producing the same.
It is the intention of the grantors to convey only the surface rights which includes
the right to use underground water for purposes of irrigation and other purposes.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances
thereunto belonging or in anywise appertaining, forever,
and said First Parties
for themselves, their heirs, executors or administrators, do
hereby covenant, promise and agree, to and
with said parties of the second part, that at the delivery of these presents they are lawfully seized in their
own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and
described premises, with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former
and other grants, titles, charges, estates, judgments, assessments and incumbrances, of what nature or kind soever,
Subject to mineral reservations, oil and gas leases and easements of record, insofar
as the same are valid
and that they
will warrant and forever defend the same unto said parties of the second part, their
heirs, and all and every person or persons,
whomsoever, lawfully claiming or to claim the same,
IN WITNESS WHEREOF, the said parties of the first part have hereunto set their
hands, the
day and year first above written.

Joseph Chamberlin
Betty Jane MacPherson
Frank MacPherson
Doris C. Brown
Galen Brown

STATE OF KANSAS, County,
under signed, a
day of
1968, before me, the
In and for the County and State aforesaid, came
Joseph Chamberlin and Jean Chamberlin, Husband and Wife

who are personally known to me to be the same persons who executed the foregoing in-
strument of writing, and duly acknowledged the execution of the same.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my
seal on the day and year last above written.

Robert A. Locke
My Commission Expires Mar. 31, 1969
Notary Public

Deed
GENERAL WARRANTY.

FROM

to

P-1-4TW Hall Latho. Co., Inc., Toledo

STATE OF LOUISIANA , CALCASIEU PARISHXXXXXX, ss:

BE IT REMEMBERED, That on this 20 day of June , 1968, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Betty Jane MacPherson and Frank MacPherson, Wife and Husband, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.



My Comm. expires 6-30-68

Charles Vincent
Notary Public
Evelyn Vincent
Clerk of Court & Ex Off. Notary Public
Calcasieu Parish, Louisiana

STATE OF California , San Diego COUNTY, ss:

BE IT REMEMBERED, That on this 24th day of June , 1968, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Doris C. Brown and Galen Brown, Wife and Husband, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.



Notary Public

ELISE M. COON, Notary Public
in and for the State of California
My Commission Expires 11-1-71



GENERAL WARRANTY DEED

STATE OF KANSAS
COUNTY OF STEVENS

This instrument was filed
of record on the 23
day of April,
1996, at 10:20 o'clock
A.M., and duly recorded
in Book 167 of
Records at page 262.
[Signature]
Register of Deeds.

By _____ Deputy.



FEES
of Deeds,
including: \$ 6.00

County Clerk, for transfer
Total \$ 6.00

Entered in transfer Record
in my office,
this 24 day of April,
A.D., 1996.

[Signature]
County Clerk.
By _____ Deputy.

THIS INDENTURE, Made this 18th day of April A.D. 1996,
between ALICE STOUT, a single person, hereinafter known as the
FIRST PARTY, and GAIL ARMSTRONG, hereinafter known as the
SECOND PARTY:

WITNESSETH, That said FIRST PARTY, in consideration of a
gift and other valuable consideration, the receipt of which is hereby ack-
nowledged, do by these presents, Grant, Bargain, gift, and convey unto
said SECOND PARTY, her heirs and assigns all the following described
real estate, situated in Stevens County, State of Kansas, to-wit:

Surface and water rights only in and to the Northeast
Quarter (NE/4) of Section Thirty-Two (32), Township
Thirty-Two (32) South, Range Thirty-Eight (38) West of
the Sixth Principal Meridian;

TO HAVE AND TO HOLD THE SAME, together with all and singular
the tenements, hereditaments and appurtenances thereunto belonging, or in
anywise appertaining forever.

And said Grantor do hereby covenant, promise and agree, to and
with said SECOND PARTY, that at the delivery of these presents she is
lawfully seized in her own right, of an absolute and indefeasible estate of
inheritance, in fee simple, of and in all and singular the above granted and
described premises, with the appurtenances; that the same are free, clear,
discharged and unencumbered of and from all former and other grants,
titles, charges, estates, judgments, taxes, assessments and encumbrances,
of what nature or kind soever;

and that she will warrant and forever defend the same unto said SECOND
PARTY, her heirs and assigns, against said FIRST PARTY, and all and
every person or persons whomsoever, lawfully claiming or to claim the
same.

IN WITNESS WHEREOF the said FIRST PARTY have hereunto set her hand, the day and year first
above written.

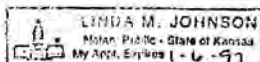
[Signature]
ALICE STOUT

Note: This transfer is exempt from the requirement for the KREVQ pursuant to K.S.A. 79-1437e (a) (4),
by way of gift, donation or contribution stated in the deed or other instrument.

STATE OF KANSAS, MORTON COUNTY, ss.

BE IT REMEMBERED, That on this 18th day of April, 1996, before me, the undersigned, a
Notary Public in and for the County and State aforesaid, came ALICE STOUT, a single person, who is
personally known to me to be the same person who executed the foregoing instrument of writing, and duly
acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day
and year last above written.



[Signature]
Notary Public

My commission expires:
January 6, 1997

WHITE & JOHNSON, L.L.P.
ATTORNEYS AND COUNSELORS AT LAW
TELEPHONE (316) 697-2163
701 VILYMACA
P.O. DRAWER "O"
ELKHART, KS 67950

- Return -

IN THE DISTRICT COURT OF MORTON COUNTY, KANSAS

FILED
CLERK DISTRICT COURT
MORTON COUNTY

'85 MAY 2 PM 3 38

IN THE MATTER OF THE ESTATE)
OF)
PRICE STOUT a/k/a PRICE E. STOUT)
a/k/a PRICE EDSON STOUT, DECEASED)
_____)

Wise Mrs. Edson LA

Case No. 83-P-48

FAMILY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 26 day of March, by and between ALICE STOUT, hereinafter referred to as FIRST PARTY; CHARLENE CONRAD, hereinafter referred to as SECOND PARTY; and GAIL BAILIFF, hereinafter referred to as THIRD PARTY

W I T N E S S E T H :

WHEREAS, on May 14, 1974, PRICE STOUT a/k/a PRICE E. STOUT a/k/a PRICE EDSON STOUT executed his Last Will & Testament which has now been probated in the District Court of Morton County, Kansas, in which he established a trust for said THIRD PARTY, GAIL BALIFF;

WHEREAS, conditions and circumstances have changed since the execution of said Last Will & Testament by the decedent, and the THIRD PARTY is now 32 years of age;

IT IS THEREFORE, the desire of all of the parties hereto, who are the sole and only heirs-at-law of said PRICE STOUT a/k/a PRICE E. STOUT a/k/a PRICE EDSON STOUT, DECEASED, and who are also the sole and only devisees under the will of said decedent, to DISSOLVE said trust.

Said parties hereto AGREE that said trust be dissolved and held for naught and at the proper time, the property that was to be set up in trust for THIRD PARTY, shall be distributed directly to said THIRD PARTY.

EXECUTED the day and year first above written.

Alice Stout

Alice Stout-FIRST PARTY

STATE OF KANSAS, COUNTY OF MORTON, ss:

BE IT REMEMBERED, that on this 25th day of March, 1985, before me, the undersigned, a notary public in and for the County and State aforesaid, came

ALICE STOUT

who are personally known to me to be the same person(s) who executed the foregoing agreement and such person(s) duly acknowledge the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.



Helen C. Brown
Notary Public

My commission expires: March 22, 1986.

STATE OF KANSAS, COUNTY OF MORTON, ss:

BE IT REMEMBERED, that on this 26th day of March, 1985, before me, the undersigned, a notary public in and for the County and State aforesaid, came

CHARLENE CONRAD

who are personally known to me to be the same person(s) who executed the foregoing agreement and such person(s) duly acknowledge the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.



Helen C. Brown
Notary Public

My commission expires: March 22, 1986.

STATE OF KANSAS, COUNTY OF MORTON, ss:

BE IT REMEMBERED, that on this 18th ^{April} day of ~~March~~, 1985,
before me, the undersigned, a notary public in and for the County
and State aforesaid, came

GAIL BAILIFF

who are personally known to me to be the same person(s) who
executed the foregoing agreement and such person(s) duly acknow-
ledge the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name
and affixed my official seal, the day and year last above written.

David A Tate

Notary Public

My commission expires: 3/6/89



APPROVED this 2nd day of ^{May}~~March~~, 1985.

Shirley A. Ketchum
District Magistrate Judge



FILED
CLERK DISTRICT COURT
MORTON COUNTY
'85 JUN 25 PM 2 45

IN THE DISTRICT COURT OF MORTON COUNTY, KANSAS *Under Seal* *U.A.*

IN THE MATTER OF THE ESTATE)
)
 OF)
)
 PRICE STOUT, a/k/a PRICE E. STOUT,)
 a/k/a PRICE EDSON STOUT, DECEASED.)
 _____)

Case No. 83-P-48

JOURNAL ENTRY OF FINAL SETTLEMENT
NUNC PRO TUNC

On this 6th day of February, 1985, is heard the Petition for Final Settlement filed by Alice Stout, petitioner of the estate of PRICE STOUT, deceased.

Petitioner appears in person and by attorney, Edgar W. White of WHITE & JOHNSON. There are no other appearances.

After consideration of the file and the evidence produced, the Court finds as follows:

1. Notice of the time and place of hearing has been given as required by law and order of this Court, and proof thereof has been filed and is hereby approved.

2. The provisions of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, have been complied with; the rights of all persons under legal disability have been fully protected according to law.

3. Due diligence has been exercised in the search for names, ages, relationships, residences and addresses of heirs, devisees and legatees.

4. All the allegations of the petition are true.

5. More than nine months have expired since the date of

Page -2-

JOURNAL ENTRY OF FINAL SETTLEMENT NUNC PRO TUNC, PRICE STOUT,
DECEASED.

from the order admitting the will to probate and the time for appeal has expired; no other will has been offered for probate and the time therefor has expired. Alice Stout, surviving spouse of the testator, has consented in writing to the will as provided by law.

7. The accountings of Alice Stout, executrix, were waived, and all of her acts and proceedings have been in accordance with the law and the orders of this Court and should be approved.

8. All the taxes imposed by the State of Kansas and the United States have been paid; all demands against the estate have been paid as authorized by law and order of this Court, and the time for filing such demands has expired.

9. Decedent was survived by the following persons who, so far as known or can with reasonable diligence be ascertained, are all the heirs:

<u>NAME</u>	<u>AGE</u>	<u>RELATIONSHIP</u>	<u>ADDRESS</u>
ALICE STOUT	Legal	Wife	Box 68, Rolla, Kansas 67954;
CHARLENE CONRAD	Legal	Daughter	South Star Rte. Rolla, KS 67954;
GAIL BAILIFF (daughter of Virgie Banker)			Rte. 2, Box 11154 Leavenworth, KS 66048

10. The following persons are all of the legatees and devisees under the will:

<u>NAME</u>	<u>AGE</u>	<u>RELATIONSHIP</u>	<u>ADDRESS</u>
-------------	------------	---------------------	----------------

Page -3-

JOURNAL ENTRY OF FINAL SETTLEMENT NUNC PRO TUNC, PRICE STOUT,
DECEASED.

11. Decedent's will is construed to distribute the estate as set forth in the order below.

12. The following persons have performed valuable services in this estate and should be given the following amounts for their services and expenses:

- a. to the executrix for executrix's fees: NONE.
- b. to Edgar W. White for attorney's fees \$ 6,375.00 .
- c. to the appraisers \$ 150.00 .
- d. to Edgar W. White fees advanced \$ 89.00 .

13. Court costs in the amount of \$ 95.00 are due and should be paid this Court.

IT IS, THEREFORE, ORDERED AND ADJUDGED BY THE COURT that:

A. The findings made above are hereby made a part of the order of the Court.

B. The accounts, acts and proceedings of Alice Stout, executrix, of the estate of PRICE STOUT, deceased, are approved; she is authorized to pay the fees, expenses and costs set forth above.

C. After the payment of the remaining fees, expenses and costs, all other real and personal property owned by decedent at death, subject to lawful disposition heretofore made, is assigned pursuant to the provisions of decedent's will as follows:

"FOURTH: (a) All of my household goods, personal effects, furniture, jewelry, books and clothing, I give and bequeath to my beloved wife, ALICE STOUT, hereinafter sometimes referred to as 'Alice', to be hers absolutely and in fee simple forever."

Page -4-

JOURNAL ENTRY OF FINAL SETTLEMENT NUNC PRO TUNC, PRICE STOUT,
DECEASED.

My undivided one-half (1/2) interest in the surface and surface rights only, including water rights, in and to the NE/4 of Section 14, Township 34 South, Range Forty (40) West of the 6th P.M.,

with the full benefit and use of said land, and the rents and profits therefrom, for and during her natural life; and upon her death, I give, devise and bequeath the same to my daughter, CHARLENE CONRAD, to be hers absolutely and in fee simple forever."

"SEVENTH: To my wife, ALICE STOUT, I give, devise and bequeath a life estate interest in the following described real estate situate in Stevens County, Kansas:

My undivided one-half (1/2) interest in the surface and surface rights only, including water rights, in and to the NE/4 of Section 32, Township 32 South, Range 38 West of the 6th P.M.,

with the full benefit and use of said land, and the rents and profits therefrom, for and during her natural life; and upon her death, I give, devise and bequeath the same to my granddaughter, GAIL BAILIFF, to be hers absolutely and in fee simple forever, subject, however, to all of the provisions of the trust hereinafter established in Paragraph TENTH for Gail."

"EIGHTH: I give, devise and bequeath all of the rest and residue of my personal property, and one-half of all of the rest and residue of any real estate, or interests therein, wheresoever situated, which I may own at the time of my death, to my wife, ALICE STOUT, to be hers absolutely and in fee simple forever."

"NINTH: I hereby give, devise and bequeath the remaining one-half of all of the rest and residue of any real estate or interests therein, wheresoever situated, which I may own at the time of my death, to my beloved wife, ALICE STOUT, to have and to hold the same for and during her natural lifetime, with the full benefit and use thereof, and the rents, royalties and profits therefrom for and during her natural life.

JOURNAL ENTRY OF FINAL SETTLEMENT NUNC PRO TUNC, PRICE STOUT,
DECEASED.

interests therein, wheresoever situated, which I may own at the time of my death, to hold and administer such property for the use and benefit of my granddaughter, GAIL BAILIFF, as beneficiary thereof, subject to the terms and conditions set forth in Paragraph TENTH below."

"TENTH: The trust estate herein established for my granddaughter, GAIL BAILIFF, hereinafter sometimes referred to as "Gail", shall be upon the following terms and conditions:

- (a) The trust estate for Gail shall be primarily held and administered for her benefit until until she reaches the age of 35 years, unless the trust is otherwise terminated earlier as hereinafter provided.
- (b) My trustee shall have the full right, power and authority to do any and all things necessary that shall, in her good judgment and discretion, be deemed necessary or advisable to conserve, protect, manage, handle and control the trust estate. Provided, however, she shall not be authorized to sell, mortgage or otherwise encumber the trust estate without prior order, approval or authority of the Probate Court.
- (c) The main purpose of the trust is to provide for the support, health and maintenance of Gail until she reaches the age of 35 years. My trustee shall pay monthly, if convenient, or at such intervals as agreed upon between the trustee and Gail, such portions of the net income of the trust estate as may be necessary for her support, health or maintenance.
- (d) My trustee shall pay all costs, taxes, expenses and charges in connection with the administration of the trust estate and shall pay the net income to Gail as above provided. The term "income" as used herein shall mean gross income of the trust estate, less all expenses in connection with the administration, management and upkeep thereof.
- (e) During the term of the trust, my trustee shall


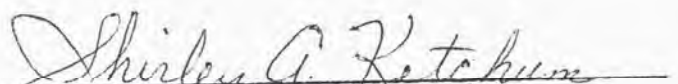
JOURNAL ENTRY OF FINAL SETTLEMENT NUNC PRO TUNC, PRICE STOUT,
DECEASED.

provided however, Gail may require the trustee to give bond for the faithful performance of her duties in such amount and with such sureties as may appear reasonable. The bond premium shall be charged against the income from the trust estate.

- (g) In the event Charlene does not desire to serve or is unable to serve as trustee for any reason, I hereby appoint my friend and attorney, B. E. NORDLING, as trustee, to serve without bond.
- (h) The trust herein created shall terminate when Gail shall have attained the age of 35 years. Upon such termination, the trust shall at once cease and all trust property and assets shall thereupon pass to my granddaughter, GAIL BAILIFF, to be hers absolutely and in fee simple forever.
- (i) In the event of Gail's death during the term of the trust, the trust shall at once then cease, and all trust property and assets belonging to the trust estate shall thereupon pass to Gail's bodily issue, to be theirs in equal shares, share and share alike, absolutely and in fee simple forever.

All real estate is assigned as of the date of death of decedent; all personal property is to be distributed forthwith.

D. Upon the filing of proper receipts, the administration of the estate shall be closed, and Alice Stout shall be discharged as executrix of the estate of PRICE STOUT, deceased, and she shall be released from further liability.

A circular seal for Morton County, North Dakota, is partially visible in the bottom left corner. It features a central emblem surrounded by the text "MORTON COUNTY, NORTH DAKOTA".
A handwritten signature in cursive script, reading "Shirley A. Ketchum", is written over a horizontal line.
District Magistrate, Judge

FILED
CLERK DISTRICT COURT
IN THE DISTRICT COURT OF MONROE COUNTY, KANSAS
MORTON COUNTY

'85 MAR 19 AM 10 32

IN THE MATTER OF THE ESTATE

OF

PRICE STOUT, a/k/a PRICE E. STOUT,
a/k/a PRICE EDSON STOUT, DECEASED.

Wade M. White

Case No. 83-P-48

JOURNAL ENTRY OF FINAL SETTLEMENT

On this 6th day of February, 1985, is heard the Petition for Final Settlement filed by Alice Stout, petitioner of the estate of PRICE STOUT, deceased.

Petitioner appears in person and by attorney, Edgar W. White of WHITE & JOHNSON. There are no other appearances.

After consideration of the file and the evidence produced, the Court finds as follows:

1. Notice of the time and place of hearing has been given as required by law and order of this Court, and proof thereof has been filed and is hereby approved.

2. The provisions of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, have been complied with; the rights of all persons under legal disability have been fully protected according to law.

3. Due diligence has been exercised in the search for names, ages, relationships, residences and addresses of heirs, devisees and legatees.

4. All the allegations of the petition are true.

5. More than nine months have expired since the date of

JOURNAL ENTRY OF FINAL SETTLEMENT, PRICE STOUT, DECEASED

appeal has expired; no other will has been offered for probate and the time therefor has expired. Alice Stout, surviving spouse of the testator, has consented in writing to the will as provided by law.

7. The accountings of Alice Stout, executrix, were waived, and all of her acts and proceedings have been in accordance with the law and the orders of this Court and should be approved.

8. All the taxes imposed by the State of Kansas and the United States have been paid; all demands against the estate have been paid as authorized by law and order of this Court, and the time for filing such demands has expired.

9. Decedent was survived by the following persons who, so far as known or can with reasonable diligence be ascertained, are all the heirs:

<u>NAME</u>	<u>AGE</u>	<u>RELATIONSHIP</u>	<u>ADDRESS</u>
ALICE STOUT	Legal	Wife	Box 68, Rolla, Kansas 67954;
CHARLENE CONRAD	Legal	Daughter	South Star Rte. Rolla, KS 67954;
GAIL BAILIFF (daughter of Virgie Banker)			Rte. 2, Box 11154 Leavenworth, KS 66048

10. The following persons are all of the legatees and devisees under the will:

<u>NAME</u>	<u>AGE</u>	<u>RELATIONSHIP</u>	<u>ADDRESS</u>
ALICE STOUT	Legal	Wife	Box 68, Rolla, Kansas 67954;

JOURNAL ENTRY OF FINAL SETTLEMENT, PRICE STOUT, DECEASED

12. The following persons have performed valuable services in this estate and should be given the following amounts for their services and expenses:

- a. to the executrix for executrix's fees NONE.
- b. to Edgar W. White for attorney's fees \$ 6375.00.
- c. to the appraisers \$ 150⁰⁰.
- d. to Edgar W. White fees advanced \$ 89⁰⁰.

13. Court costs in the amount of \$ 95⁰⁰ are due and should be paid this Court.

IT IS, THEREFORE, ORDERED AND ADJUDGED BY THE COURT that:

A. The findings made above are hereby made a part of the order of the Court.

B. The accounts, acts and proceedings of Alice Stout, executrix, of the estate of PRICE STOUT, deceased, are approved; she is authorized to pay the fees, expenses and costs set forth above.

C. After the payment of the remaining fees, expenses and costs, all other real and personal property owned by decedent at death, subject to lawful disposition heretofore made, is assigned pursuant to the provisions of decedent's will as follows:

"FOURTH: (a) All of my household goods, personal effects, furniture, jewelry, books and clothing, I give and bequeath to my beloved wife, ALICE STOUT, hereinafter sometimes referred to as 'Alice', to be hers absolutely and in fee simple forever."

"FIFTH: If ALICE survives me, I recognize that we have certain real and personal property in joint tenancy, and that the same becomes her property by operation of law upon my death. I specifically direct that this will shall not be effective as to such property for any purpose, notwithstanding any of the other provisions herein."

JOURNAL ENTRY OF FINAL SETTLEMENT, PRICE STOUT, DECEASED

bequeath the same to my daughter, CHARLENE CONRAD, to be hers absolutely and in fee simple forever."

"SEVENTH: To my wife, ALICE STOUT, I give, devise and bequeath a life estate interest in the following described real estate situate in Stevens County, Kansas:

My undivided one-half (1/2) interest in the surface and surface rights only, including water rights, in and to the NE/4 of Section 32, Township 32 South, Range 38 West of the 6th P.M.,

with the full benefit and use of said land, and the rents and profits therefrom, for and during her natural life; and upon her death, I give, devise and bequeath the same to my granddaughter, GAIL BAILIFF, to be hers absolutely and in fee simple forever, subject, however, to all of the provisions of the trust hereinafter established in Paragraph TENTH for Gail."

"EIGHTH: I give, devise and bequeath all of the rest and residue of my personal property, and one-half of all of the rest and residue of any real estate, or interests therein, wheresoever situated, which I may own at the time of my death, to my wife, ALICE STOUT, to be hers absolutely and in fee simple forever."

"NINTH: I hereby give, devise and bequeath the remaining one-half of all of the rest and residue of any real estate or interests therein, wheresoever situated, which I may own at the time of my death, to my beloved wife, ALICE STOUT, to have and to hold the same for and during her natural lifetime, with the full benefit and use thereof, and the rents, royalties and profits therefrom for and during her natural life.

Upon her death, I give, devise and bequeath the same as follows:

(a) To my daughter, CHARLENE CONRAD, being an undivided one-fourth (1/4) interest in all of the rest and residue of any real estate, or interests therein, wheresoever situated, which I may own at the time of my death, to be hers absolutely and in fee simple forever.

Page -5-

JOURNAL ENTRY OF FINAL SETTLEMENT, PRICE STOUT, DECEASED

be released from further liability.

Shirley A Ketchum
District Magistrate, Judge

Recorded Journal 13
Pages 614 - 618

APPROVAL:

Edgar W. White
Edgar W. White
Attorney for Petitioner



Last Will and Testament

OF

PRICE STOUT

I, PRICE STOUT, a resident of Rolla, Kansas 67954, in Morton County, Kansas, being of sound mind and memory and desiring to make final disposition of any property which I may own at the time of my death, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking any and all former wills made by me at any time.

FIRST: I hereby direct that all of my just debts, including expenses of my last illness and funeral expenses, and any estate or inheritance taxes, be paid by my executor from the assets of my estate as soon as practicable after my death. The same may be paid without order, approval or authority of the Probate Court.

SECOND: If I am engaged in farming or any other business at the time of my death, either in partnership with some other person or individually, I hereby authorize and direct my executor to continue my business operations so long as necessary during the administration of my estate, paying the expenses out of the assets of the estate. My executor shall have full power and authority to continue the operations so long as necessary, or until such time as the estate is fully settled, all without order, approval or authority of the Probate Court.

THIRD: During the administration of my estate, if my executor shall deem it to be for the best interests of my estate, I hereby authorize her to liquidate and convert into cash any personal property which I may have on hand at the time of my death. My executor may sell or dispose of the same, either at public auction or at private sale, in such manner and upon such terms and conditions as she shall, in her discretion, determine to be for the best interests of my estate. She shall have full power and authority to execute any and all instruments necessary to vest title thereto in the purchaser or purchasers of said property. The same may be done without approval or authority of the Probate Court.

The proceeds from the sale and liquidation of such property shall become a part of the rest and residue of my estate, to pass as hereinafter provided.

(b) If Alice does not survive me, I then give devise and bequeath the same to my daughter, CHARLENE CONRAD, hereinafter sometimes referred to as "Charlene", and to my granddaughter, GAIL BAILIFF, hereinafter sometimes referred to as "Gail", as follows:

(1) I direct that my executor shall deliver to Charlene and Gail any personal gifts they have given to either myself or my wife, or to both of us, during our lifetimes, if they desire to have such gifts returned to them; provided, that they shall state their election within 30 days following my death to have such gifts returned.

(2) All of my remaining household goods, personal effects, furniture, jewelry, books and clothing, I give and bequeath to CHARLENE and GAIL, to be divided between them by my executor in as nearly equal portions as may be practicable, having due regard for their personal preferences.

FIFTH: If ALICE survives me, I recognize that we have certain real and personal property in joint tenancy, and that the same becomes her property by operation of law upon my death. I specifically direct that this will shall not be effective as to such property for any purpose, notwithstanding any of the other provisions herein.

SIXTH: To my wife, ALICE STOUT, I give, devise and bequeath a life estate interest in the following described real estate situate in Morton County, Kansas:

My undivided one-half (1/2) interest in the surface and surface rights only, including water rights, in and to the NE/4 of Section 14, Township 34 South, Range 40 West of the 6th P.M.,

with the full benefit and use of said land, and the rents and profits therefrom, for and during her natural life; and upon her death, I give, devise and bequeath the same to my daughter, CHARLENE CONRAD, to be hers absolutely and in fee simple forever.

SEVENTH: To my wife, ALICE STOUT, I give, devise and bequeath a life estate interest in the following described real estate situate in Stevens County, Kansas:

My undivided one-half (1/2) interest in the surface and surface rights only, including water rights, in and to the NE/4 of Section 32, Township 32 South, Range 38 West of the 6th P.M.,

with the full benefit and use of said land, and the rents and pro-

EIGHTH: I give, devise and bequeath all of the rest and residue of my personal property, and one-half of all of the rest and residue of any real estate, or interests therein, wheresoever situated, which I may own at the time of my death, to my wife, ALICE STOUT, to be hers absolutely and in fee simple forever.

NINTH: I hereby give, devise and bequeath the remaining one-half of all of the rest and residue of any real estate or interests therein, wheresoever situated, which I may own at the time of my death, to my beloved wife, ALICE STOUT, to have and to hold the same for and during her natural lifetime, with the full benefit and use thereof, and the rents, royalties and profits therefrom for and during her natural life.

Upon her death, I give, devise and bequeath the same as follows:

(a) To my daughter, CHARLENE CONRAD, being an undivided one-fourth (1/4) interest in all of the rest and residue of any real estate, or interests therein, wheresoever situated, which I may own at the time of my death, to be hers absolutely and in fee simple forever.

(b) To my daughter, CHARLENE CONRAD, in trust, an undivided one-fourth (1/4) interest in all of the rest and residue of any real estate, or interests therein, wheresoever situated, which I may own at the time of my death, to hold and administer such property for the use and benefit of my granddaughter, GAIL BAILIFF, as beneficiary thereof, subject to the terms and conditions set forth in Paragraph TENTH below.

TENTH: The trust estate herein established for my granddaughter, GAIL BAILIFF, hereinafter sometimes referred to as "Gail", shall be upon the following terms and conditions:

(a) The trust estate for Gail shall be primarily held and administered for her benefit until she reaches the age of 35 years, unless the trust is otherwise terminated earlier as hereinafter provided.

(b) My trustee shall have the full right, power and authority to do any and all things necessary that shall, in her good judgment and discretion, be deemed necessary or advisable to conserve, protect, manage, handle and control the trust estate. Provided, however, she shall not be authorized to sell, mortgage or otherwise encumber the trust estate without prior order, approval or authority of the Probate Court.

(c) The main purpose of the trust is to provide for the support, health and maintenance of Gail until she reaches the age of 35 years. My trustee shall pay monthly, if convenient, or at such intervals as agreed upon between the trustee and Gail, such

(d) My trustee shall pay all costs, taxes, expenses and charges in connection with the administration of the trust estate and shall pay the net income to Gail as above provided. The term "income" as used herein shall mean gross income of the trust estate, less all expenses in connection with the administration, management and upkeep thereof.

(e) During the term of the trust, my trustee shall keep an accurate account of the trust estate. The books of account shall be open at all reasonable times to inspection by the beneficiaries or any other interested party. The trustee shall render an annual accounting to Gail and to the Probate Court during the term of the trust. My trustee shall be entitled to reasonable compensation and reimbursement for any expenses incurred in the performance of the trust, such compensation and reimbursement being subject to the approval of the Probate Court.

(f) No bond shall be required of my trustee, provided however, Gail may require the trustee to give bond for the faithful performance of her duties in such amount and with such sureties as may appear reasonable. The bond premium shall be charged against the income from the trust estate.

(g) In the event Charlene does not desire to serve or is unable to serve as trustee for any reason, I hereby appoint my friend and attorney, B. E. NORDLING, as trustee, to serve without bond.

(h) The trust herein created shall terminate when Gail shall have attained the age of 35 years. Upon such termination, the trust shall at once cease and all trust property and assets shall thereupon pass to my granddaughter, GAIL BAILIFF, to be hers absolutely and in fee simple forever.

(i) In the event of Gail's death during the term of the trust, the trust shall at once then cease, and all trust property and assets belonging to the trust estate shall thereupon pass to Gail's bodily issue, to be theirs in equal shares, share and share alike, absolutely and in fee simple forever.

ELEVENTH: If my wife, ALICE STOUT, does not survive me, or if we both should die as the result of a common disaster within sixty (60) days following its occurrence, I give, devise and bequeath all of the rest and residue of my property, both real and personal and wheresoever situated, to my daughter, CHARLENE CONRAD, and to my granddaughter, GAIL BAILIFF, to be theirs in equal shares, share and share alike, absolutely and in fee simple forever; provided, however, that in the event Gail shall not have reached the age of 35 years at the time of my death, her share of my estate shall be placed in trust with my daughter, Charlene Conrad, as trustee, subject to all of the terms and provisions of the trust established in Paragraph TENTH above.

such share shall go to the survivor, or her bodily issue, if deceased, in equal shares, share and share alike, per stirpes and not per capita.

THIRTEENTH: In the event any of my heirs, devisees and legatees hereunder, or any other person shall object to the probate of this will or shall in anywise directly or indirectly contest or aid in contesting my will, or any of the provisions hereof, or the distribution of my estate hereunder, then I annul any and all bequests and devises herein made to such person. It is my will and direction that such person shall be absolutely barred from receiving any share or part of my estate, and that such share shall be disposed of as if such person were deceased at the time of my death and had left no heirs.

FOURTEENTH: I hereby appoint my wife, ALICE STOUT, as executor of this my Last Will and Testament, to serve without bond. In the event of her death before mine, or if she does not desire or is unable to serve for any reason, I hereby appoint my daughter, CHARLENE CONRAD, as executor hereunder, to serve without bond.

FIFTEENTH: Whenever necessary in this will and where the context requires, the singular term and the related pronoun shall include the plural, the masculine and the feminine.

IN WITNESS WHEREOF, I have hereunto subscribed my name and declared this to be my last will and testament at Hugoton, Kansas, this 14th day of May, 1974.

Price Stout
Testator

ATTESTATION CLAUSE

BE IT KNOWN, that the foregoing instrument, consisting of five (5) pages, including this Attestation Clause, was signed, declared and published by the testator, PRICE STOUT, as and for his Last Will and Testament, in the presence of us, and each of us, who at his request, in his presence, and in the presence of each other, have hereunto subscribed our names as attesting witnesses at Hugoton, Kansas, this 14th day of May, 1974.

Burns Olsen

Hugoton, Kansas 67951