



Fidelity National Title Insurance Company



COMMITMENT FOR TITLE INSURANCE

**ISSUED BY
CONTINENTAL TITLE 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, Fidelity National Title Insurance Company, a Florida 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 180 Days after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Fidelity National Title Insurance Company

By:

ATTEST

President

Secretary

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ALTA Commitment for Title Insurance 8-1-16 w- KS MO Mod

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Fidelity National Title Insurance Company



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SCHEDULE A

Transaction Identification Data for reference only:

Issuing Office: Buyer(s) Side: Continental Title Company - 13571 S Murlen Rd, Olathe, KS 66062
 Closer: | Phone: (913)764-7711 | Fax: (913)764-7733
 Seller(s) Side: Continental Title Company - 13571 S Murlen Rd, Olathe, KS 66062
 Closer: | Phone: (913)764-7711 | Fax: (913)764-7733
 CTC File No.: 18330518
 Property Address: 108 Delaware Street, Stilwell, KS 66085

1. Commitment Date: 15th day of October, 2018 at 8:00 A.M.
2. Policy to be issued:
 - (a) 2006 ALTA Owner's Policy Proposed Policy Amount: \$5,000.00
 Proposed Insured: Donald F. Dougan and Barbara L. Dougan
 - (b) None Proposed Policy Amount:
 Proposed Insured:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
 Donald F. Dougan and Barbara L. Dougan
5. The Land is described as follows:
 Lots 1, 2 and 11 in Block 12, in the Townsite of Mount Auburn now called Stilwell, in Johnson County, Kansas, according to the recorded plat thereof.

CONTINENTAL TITLE COMPANY

By: _____
Authorized Signatory

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**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, delivered, and recorded in the Public Records.
5. Payment of Assessments, Dues and/or Liens, levied by the Homeowners Association of said Subdivision, if any.
6. Payment of Special Assessments and/or Taxes levied by the City of Stilwell, and/or County of Johnson, if any.
7. NOTE: Prior to closing, the identity of the entities to be insured and policy amounts must be confirmed and at that time this Company will revise this commitment, disclosing all requirements for issuance of the policy as well as any additional exceptions which may be taken.
8. Properly executed Deed from Donald F. Dougan and Barbara L. Dougan to .
9. Furnish a Sales Validation Questionnaire executed by the seller or buyer, to accompany any deed for filing.
10. Properly executed Mortgage from to in the amount of .
11. Properly executed Owner's Affidavit by Donald F. Dougan and Barbara L. Dougan.

NOTE: Grantors on all documents must show a marital status and grantors spouses must join in the execution of all documents to be recorded.

12. Our search of the public records discloses that Barbara Dougan signed for Donald F. Dougan as his Power of Attorney on the Transfer on Death Deed dated September 13, 2007 and recorded September 18, 2007, as Document No. 20070918-0005117 in Book 200709 at Page 005117. We do not find that the POA has been recorded. In this regard we require a copy of the Power of Attorney for our review and recordation.
13. Note: This Company finds no open Mortgages of record; if there are any unrecorded Mortgages, please notify immediately. This Company reserves the right to make additional requirements and/or exceptions upon any review of any documentation received regarding the above requirements.

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SCHEDULE B, PART II

EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I – Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land.
5. Any lien or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. The lien of General Taxes for the year 2018, and thereafter.
8. Building Setback Lines, Easements, Covenants, Conditions and Restrictions according to the plat recorded in Plat Book 2 Page 43, including provisions for Subdivision Assessments according to the recorded plat, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604, any violation of which will not work a forfeiture or reversion of title.
9. Vacation of Walnut Street recorded as Document No. 2303193, in Book 4087 at Page 156.
10. Easements, if any, for public utilities installed in, under or upon the vacated street prior to the vacation thereof, and for which no notice appears in the Office of the Recorder of Deeds.
11. Right, title and interest, if any, of Diana M. Dougan, David A. Dougan and Darrel E. Dougan as grantee beneficiary(s) under Transfer on Death Deed executed by Donald F. Dougan and Barbara L. Dougan, married as grantor(s), dated September 13, 2007 and recorded September 18, 2007, as Document No. 20070918-0005117 in Book 200709 at Page 005117. (Barbara Dougan signed for Donald F. Dougan as POA - No Power of Attorney has been recorded).

NOTE: If the foregoing grantor is deceased, we must be informed and reserve the right to make further requirements and/or exceptions as we deem necessary otherwise, upon completion of this transaction by the grantor of the above said Transfer on Death Deed, this exception will be deleted from the policy(s), when issued.

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12. Judgments and/or Tax Liens (whether State or Federal), if any, against the proposed insured buyer(s).

NOTE: This exception will be deleted on a Mortgagee's Loan Policy which insures the lien of a purchase money mortgage on the subject property.

13. Tenancy rights, either as month to month or by virtue of written lease of any party now in possession of the premises in question.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) “Knowledge” or “Known”: Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) “Land”: The land described in Schedule A and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) “Mortgage”: A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) “Proposed Policy Amount”: Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) “Public Records”: Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) “Title”: The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY’S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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Commitment No.: 18330518

For Reference Only:

24 Month Chain of Title and Tax Information:

NOTE: The Title Agent issuing this commitment is furnishing a 24 Month Chain of Title for informational purposes only and the Company has no liability for any of the information provided:

Warranty Deed from Cecil O. Caray and Ella Caray, h&w to Donald F. Dougan and Barbara L. Dougan, h&w recorded January 31, 1957 in Book 397 at Page 67.

NOTE: For informational purposes only we submit the following tax figures and property address, if known. We assume no liability for the correctness of the same.

Commonly known as: 108 Delaware Street, Stilwell, KS 66085

Tax Year: 2017

Tax ID No.: 1P40000012 0011

Assessed Value: \$6,905

Tax Amount: \$1,203.42

Includes the following Special Assessments, if any: None

Delinquent Taxes, if any: None

Commonly known as: 19670 Wall Street, Stilwell, KS 66085

Tax Year: 2017

Tax ID No.: 1P40000012 0002

Assessed Value: \$1,458

Tax Amount: \$366.41 Paid

Includes the following Special Assessments, if any: None

Delinquent Taxes, if any: None

NOTE: First Half of Taxes are due on or before December 20th; Second Half of Taxes are due on or before May 10th.

Closing Notes:

CLOSING INFORMATION NOTE: If the closing for the subject property is to be conducted by Continental Title Company, we require all monies due from the purchase to be in the form of a Cashier's Check, Certified Check or Wire Transfer. If the sale proceeds of any "payoffs" pursuant to the closing require "Good Funds" then monies received by us for such must be by bank or wire transfer.

The above applies to all closings unless other specific arrangements are made. Due to wide variances in banking practices and lack of control over funds "on the wire" we cannot accept financial responsibility for delays in the clearing of funds.

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information, which you provide us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others;
- And Information we receive from a consumer-reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customer

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.