

COMMITMENT FOR TITLE INSURANCE

Issued By



Agents National Title Insurance

Agents National Title Insurance Company
1207 West Broadway Suite C
Columbia, MO 65203
573-442-3351 Fax 573-442-3927 www.agentstitle.com

LANDMARK TITLE CO., INC.
202 S. Silver, P.O. Box 468
Paola, KS 66071
913-294-4600

Agents National Title Insurance Company, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefore; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate 120 days after the effective date hereof, or when the policy or policies committed for shall be issued, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the company.

IN WITNESS WHEREOF, AGENTS NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Commitment to become valid when countersigned by an authorized officer or agent, of the Company.



Attest:

David Townsend, President

Countersigned By:

(Title)

Conditions and Stipulations

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

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*Agents National Title
Insurance Company*

SCHEDULE A

1. Effective Date: March 24, 2017 at 8:00 AM

2. Policy or Policies to be issued:	Amount
a. _____ Owner's Policy (2006 ALTA Owner's Policy)	\$ TBD

Proposed Insured:

b. _____ Loan Policy (2006 ALTA Loan Policy)

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 said land is at the Effective Date vested in:

Carl F. Tepesch and Virginia M. Tepesch as Co-Trustees of the Carl F. Tepesch and Virginia M. Tepesch Co-Grantor Trust dated the 8th day of June, 1991.

5. The land referred to in this Commitment is described as follows:

Beginning at a point 47 rods East of the Northwest corner of the Northeast Quarter of Section 32, Township 16, Range 23, Miami County, Kansas, thence East 113 rods to the Northeast corner of the Northeast Quarter, thence South 70 rods, thence West 113 rods, thence North 70 rods to the place of beginning, in Miami County, Kansas. Subject to any part thereof in roads or highways.

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docs@landmarktitleinc.com





**Agents National Title
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SCHEDULE B1

1. Requirements:
 - a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
 - b. Pay us the premiums, fees and charges for the policy.
 - c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
 - d. 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 then make additional requirements or exceptions.
 - e. File a deed executed by the Trustees of the Carl F. Tepesch and Virginia M. Tepesch Co-Grantor Trust dated the 8th day of June, 1991 to Buyers.
 - f. Provide our office with a copy of the Carl F. Tepesch and Virginia M. Tepesch Co-Grantor Trust Dated June 8, 1991. We reserve the right to make additional requirements when trust agreement is provided.
 - g. Once our office is provided a real estate contract, we reserve the right to make additional requirements.
 - h. Landmark's E-MAIL address: docs@landmarktitleinc.com

If this Mortgage secures an EQUITY LINE of and/or REVOLVING LOAN. We require a satisfactory written statement from the existing lender confirming: (a) the payoff amount, (b) that the line of credit has been closed or frozen, and no further draws/advances will be permitted and/or the right to future advances has been terminated, and (c) agreeing to deliver a full satisfaction/release upon payment of the outstanding balance.

If we are closing this transaction we RECOMMEND to wire funds. We will accept a CASHIER'S CHECK, ONLY if approved by our company PRIOR to closing. ABSOLUTELY NO OFFICIAL CHECKS OR PERSONAL CHECKS will be accepted by our office. If an OFFICIAL CHECK is presented the customer will be asked to return the check and have funds wired.

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SCHEDULE BII

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof; but prior to the date proposed insured acquires for value the estate or interest or mortgage thereon covered by the commitment.
2. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:
 - a. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the land.
 - b. Rights or Claims of parties in possession not shown by the public records.
 - c. Encroachments, overlaps, boundary line disputes, shortages in area or other matters which would be disclosed by an accurate survey or inspection of the premises.
 - d. Easements, or claims of easements, not shown by public records.
 - e. Any liens, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - f. Taxes or special assessments which are not shown as existing liens by the public records.
 - g. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
 - h. All Taxes and assessments for the year 2017 and thereafter.
Tax code no. 089-32-0-00-00-001-00, 2016 taxes were \$ 1,292.96 and are paid in full.
Tax code numbers can be changed by the county at any time.
 - i. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed
 - j. Roads, ways or streams, if any not shown by the public records.
 - k. Right of Way Easement granted to Rural Water District No. 2, Miami County, Kansas, recorded May 19, 1969 in Book 224, Page 548.





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SCHEDULE BII

Note: There should be set forth in paragraph numbered II of Schedule B all matters that would be shown in Schedule B of an Owner's Policy issued on the effective date of the Commitment, including those general exceptions such as rights of parties in possession, survey matters, etc., which in many instances are printed as part of Schedule B of the Policy. It is proper to note that an exception shown may be omitted from the Policy as outside of the coverage of the Policy to be issued, or for some other reason.





Agents National Title Insurance Company

Privacy Policy Notice
as of September 1, 2015
PURPOSE OF THIS NOTICE

Agents National Title Insurance Company and its affiliates ("Agents National Title," "we" and "us") share your concerns about privacy. As such, in accordance with federal and state laws and regulations, we are providing you with this notice of how we might use the information about you which we gather in the process of issuing our title insurance products.

Title V of the Gramm-Leach-Bliley Act (GLBA) and the laws of the state in which you reside generally prohibit us from sharing nonpublic personal information about you with a third party unless we provide you with this notice of our privacy policies and practices, such as the type of information that we collect about you and the categories of persons or entities to whom that information may be disclosed. In compliance with the GLBA and the laws of this state, we are providing you with this document, which notifies you of the privacy policies and practices of Agents National Title.

OUR PRIVACY POLICIES AND PRACTICES

I. Information we collect and sources from which we collect it:

We do not collect any nonpublic personal information about you other than the following:

Information we receive from you or from your attorney or other representatives by verbal or written communication, on applications or other forms, or by other means;

Information about your transactions with us, including your contact information and information concerning you and the real property that is the subject of your transaction.

Information about you from individuals and companies other than those proposed for coverage, including your real estate agent(s), lender(s), insurer(s) or other individuals and companies with which you do business.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional information will be collected about you.

II. Information we disclose to third parties:

In the course of our general business practices, we may disclose the information that we collect (as described above) about you or others without your prior authorization to the following types of institutions for the reasons described:

To a third party such as a surveying, real estate tax research, municipal data firm or other third party if the disclosure will enable that party to perform a business, professional or insurance function in conjunction with your transaction that you have requested or that is fundamental to services and products provided by us for you;

To an insurance institution, agent or credit reporting agency in order to detect or prevent criminal activity, fraud or misrepresentation in connection with an insurance transaction;

To an insurance institution, agent or credit reporting agency for either us or the entity to which we disclose the information to perform a function in connection with an insurance transaction involving you;

To an insurance regulatory authority, law enforcement, or other governmental authority in order to protect our interests in preventing or prosecuting, fraud, or if we believe that you have conducted illegal activities, or to otherwise comply with federal, state or local laws or judicial or administrative orders or requests;

To an actuarial or research organization for the purpose of conducting actuarial or research studies.

To lenders, lienholders, judgment creditors or other parties having or claiming an interest in the real property that is the subject of your transaction for the purpose of providing our services and products to you.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH AFFILIATES OR NON-AFFILIATED THIRD PARTIES FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.



III. Your right to access and amend your personal information:

You have the right to request access to the personal information that we record about you. Your right includes the right to know the source of the information and identity of the persons, institutions or types of institutions to whom we have disclosed such information within 2 years prior to your request. Your right includes the right to view such information and copy it in person, or request that a copy of it be sent to you by mail (for which we may charge you a reasonable fee to cover our costs). Your right also includes the right to request corrections, amendments or deletions of any information in our possession. The procedures that you must follow to request access to or an amendment of your information are as follows:

To obtain access to your information from Agents National Title: You should submit a request in writing to Agents National Title Insurance Company, Attention: National Risk Department, 1207 West Broadway, Ste C, Columbia, MO 65203. The request should include your name, address, policy number, telephone number, and the information to which you would like access. The request should state whether you would like access in person or a copy of the information sent to you by mail. Upon receipt of your request, we will contact you within 30 business days to arrange providing you with access in person or the copies that you have requested.

To obtain access to your information from the issuing agent: You should submit your written request including the specified information to the address stated on your title insurance product. The request should include the same information mentioned above for request to Agents National Title.

To correct, amend, or delete any of your information: You should submit a request in writing to the address referenced directly above. The request should include your name, address, policy number, telephone number, the specific information in dispute, and the identity of the document or record that contains the disputed information. Upon receipt of your request, we will contact you within 30 business days to notify you either that we have made the correction, amendment or deletion, or that we refuse to do so and the reasons for the refusal which you will have an opportunity to challenge.

IV. Our practices regarding information confidentiality and security:

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic person information.

V. Our Policy regarding dispute resolution:

Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

VI. Reservation of the right to disclose information in unforeseen circumstances:

In connection with the potential sale or transfer of its interest, Agents National Title, your issuing agent, and their respective affiliates reserve the right to sell or transfer your information (including but not limited to your address, name, age, sex, zip code, state and country of residency and other information that you provide through other communications) to a third party entity that (1) concentrates its business in a similar practice or service; (2) agrees to be successor in interest of Agents National Title or your issuing agent with regard to the maintenance and protection of the information collected; and (3) agrees to the obligations of this privacy statement.