



First American Title™

Preliminary Title
Commitment
Commitment for Title Insurance
Kansas - 2021 v. 01.00 (07-01-2021)

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Norton County Title, LLC

Issuing Office: 119 S First Street
Norton, KS 67654

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Commitment Number: 25-NC-94

Issuing Office File Number: 25-NC-94

Property Address: S/2 NE/4 and N/2 SE/4 5-3-23, Norton, KS 67654

Revision Number:

SCHEDULE A

1. Commitment Date: August 5, 2025 at 8:00 AM
2. Policy to be issued:
 - a. 2021 ALTA Owner's Policy

Proposed Insured:	TBD
Proposed Amount of Insurance:	\$
The estate or interest to be insured:	fee simple
 - b. 2021 ALTA Loan Policy

Proposed Insured:	
Proposed Amount of Insurance:	\$
The estate or interest to be insured:	fee simple
3. The estate or interest in the Land at the Commitment Date is:
fee simple
4. The Title is, at the Commitment Date, vested in:
Genevieve S. Miller Revocable Living Trust dated January 17, 2001
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

Norton County Title, LLC

By: _____
Authorized Signatory

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Form 50186120 (10-5-22)





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. Require signed Owner's Affidavit for the Title Company's files.
6. Provide certified copy of Trust Agreement Genevieve S. Miller Revocable Living Trust and all amendments thereto.

In lieu thereof, the Company will consider a Certification of Trust in compliance with K.S.A. Section 58a-1013, but reserves the right to require specific sections of the Trust Agreement if deemed necessary.
7. Require a properly executed Trustees Deed from Genevieve S. Miller Revocable Living Trust to TBD, be recorded with the Register of Deeds, Norton County, Kansas along with a Sales Validation Questionnaire.
8. Require a properly executed Certification of Trust in accordance with K.S.A. 58(a)-1013 be recorded stating that the Genevieve S. Miller Revocable Living Trust is in full force and effect, who the trustees are, that trustees have the authorization without limitation to convey the described real estate.

SCHEDULE B, PART II—Exceptions

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

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

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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 encumbrance, violation, variation or adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), that would be disclosed by an accurate and complete land title survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law, unless such lien is shown by the Public Records at Date of Policy.
6. Taxes or special assessments, if any, not shown as existing liens by the Public Records.
7. General taxes and special assessments for the year 2025 and subsequent years, not yet due and payable.

(Taxes for the year 2024 have been paid in full. Tax ID #133-05-0-00-00-002-00-0-01, total 2024 taxes \$1,308.70).

8. Subject to: Reservation of Oil, Gas and Other Minerals as contained in Deed by and between Isabel L. Derks, a widow not remarried, as grantor and Rosemary Anderson, Jack R. Anderson, Genevieve S. Miller, Herbert Miller, Edwin C. Derks and Nina Derks as grantee, recorded on February 6, 1984, in Book 52A, Page 676, filed in the Official Records of the Register of Deeds, Norton County, State of Kansas.
9. Subject to: Quitclaim Deed from the United States of America and the Chicago, Rock Island and Pacific Railroad Company as recorded in Book 18A, Page 326, filed with the Register of Deeds, Norton County, Kansas.
10. Subject to: Notice of Lis Pendens by the United States of America as recorded in Book R, Page 227, filed with the Register of Deeds, Norton County, Kansas.
11. Subject to: In the Matter of Required Water Flow Meters for wells within the Prairie Dog Creek Subbasin by the Kansas Department of Agriculture Division of Water Resources as recorded in Book 4, Page 175, filed with the Register of Deeds, Norton County, Kansas.

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12. Subject to: Oil and Gas Leases of Record.
13. We do not insure "Water and Water rights, claims or title to water." Consult with the Kansas Department of Agriculture, Division of Water Resources for the current status of water rights, change in place of use, point of diversion and use made of water rights, etc. under Kansas law. It should be noted that documents relating to water are not always filed of record in the local County Register of Deeds, the Division of Water Resources is the controlling office.
14. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

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EXHIBIT "A"

The Land referred to herein below is situated in the County of Norton, State of Kansas, and is described as follows:

The South Half of the Northeast Quarter (S/2 NE/4) and the North Half of the Southeast Quarter (N/2 SE/4) of Section Five (5), Township Three (3) South, Range Twenty-three (23) West of the 6th P.M., Norton County, Kansas