



SERVICE BEYOND EXPECTATION

Kansas Secured Title, Inc. - McPherson  
 209 E. Kansas  
 McPherson, Kansas 67460  
 Phone: 620-241-8289 Fax: 620-869-9040

**Transaction Information**

The information in this section is provided as a courtesy and is not a part of the commitment.

<b>KST File MP010969</b>	Loan No.	Customer File
	<b>Your Closer is:</b>	
If KST is to handle closing and a closer is not listed please contact our office.		
	<b>Your Title Officer is</b>	
<b>Carley Carpenter</b>		<b>ccarpenter@kstitle.com</b>
Buyer:	<b>Purchaser with contractual rights under a purchase agreement with the vested owner as shown on Schedule A, Item 4</b>	
Seller:	<b>Rhodes Family Investments, LLC</b>	
Property Address:	<b>2275 Highway 50 Florence, KS 66851</b>	
Property Address:	<b>00000 Highway 50 Florence, KS 66851</b>	
Property Address:	<b>00000 CR Florence, KS 66851</b>	
Property Address:	<b>00000 CR Florence, KS 66851</b>	
Property Address:	<b>00000 CR Florence, KS 66851</b>	
Property Address:	<b>00000 CR Florence, KS 66851</b>	

**\*\*\*CALL OUR OFFICE TO VERIFY WIRE INSTRUCTIONS BEFORE YOU WIRE ANY FUNDS\*\*\*  
 \*\*\*DO NOT RELY ON EMAILED WIRE INSTRUCTIONS FROM ANY SOURCE\*\*\***

INFORMATION FROM THE COUNTY TAX RECORDS (NOTE: if taxes are delinquent, the hyperlinked tax amount does not constitute a payoff amount):

Tax ID [FPL0199](#) - Tract 1  
 Taxes for 2024:  
 General Tax: \$3,536.66  
 Special Assessments: \$125.00  
 Total: \$3,661.66  
 2024 taxes are paid in full.

Tax ID [FPL0164A](#) - Tract 2  
 Taxes for 2024:  
 General Tax: \$37.64  
 Special Assessments: \$0.00  
 Total: \$37.64  
 2024 taxes are paid in full.

Tax ID [FPL0167A](#) - Tract 3  
 Taxes for 2024:  
 General Tax: \$6.80  
 Special Assessments: \$0.00  
 Total: \$6.80  
 2024 taxes are paid in full.

Tax ID [FPL0203](#) - Tract 4  
 Taxes for 2024:  
 General Tax: \$982.70  
 Special Assessments: \$0.00  
 Total: \$982.70  
 2024 taxes are paid in full.

Tax ID [FPL0160](#) - Tract 5  
Taxes for 2024:  
General Tax: \$570.02  
Special Assessments: \$0.00  
Total: \$570.02  
2024 taxes are paid in full.

]Tax ID [DOY0002](#) - Tract 6  
Taxes for 2024:  
General Tax: \$833.16  
Special Assessments: \$0.00  
Total: \$833.16  
2024 taxes are paid in full.

TITLE CHAIN: FOR INFORMATION WE NOTE THE FOLLOWING DEED(S) APPEARING ON THE RECORD:

Warranty Deed from Vincenzo Trani, a single person, to Rhodes Family Investments, LLC, recorded July 21, 2010, in [Book 431, Page 484](#). - Tract 1, 3

Warranty Deed from Roger L. Williams and Laura E. Williams, husband and wife (1/2 interest) and Betty June Williams, a single person ( 1/2 interest), to Rhodes Family Investments, LLC, recorded August 27, 2010, in [Book 431, Page 653](#). - Tract 2

Warranty Deed from Randy E. Savage and Killi R. Savage aka Kelli Savage, husband and wife, to Rhodes Family Investments, LLC, recorded August 2, 2010, in [Book 431, Page 567](#). - Tract 4, 5 and 6

No other instrument conveying title to the land appears within the 24 months preceding the date of this commitment. This information is shown to evidence transfers of title within the last 24 months and should not be construed as an abstract or representation of title.

*E-RECORDING: OUR COMPANY E-RECORDS IN ALL COUNTIES WHERE THIS SERVICE IS OFFERED. An electronic recording service fee of \$5.00 per document will be assessed at the time of recording.*

*LOAN POLICY ENDORSEMENTS ALTA 4 Condominium, ALTA 5 P.U.D., ALTA 6, 6.1 or 6.2 Variable Rate, ALTA 8.1 Environmental and ALTA 9 Comprehensive, as applicable, are included at no additional charge. For other endorsements please contact our office.*

*CLOSING FUNDS, pursuant to KSA 40-1137(c), funds for closing in excess of \$2,500.00 must be in the form of a wire transfer or bank issued check (cashier's, tellers, money order).*

*RECORDING FEES are generally \$21.00 for the first page and \$17.00 for each additional page of each document. Recording fees for releases and assignments of a single mortgage will be \$20.00 for the first page and \$4.00 for each additional page.*

*ANY DEED to be recorded must be accompanied by a Kansas Real Estate Sales Validation Questionnaire (original form, in triplicate) unless a valid exemption is stated on the face of the deed pursuant to KSA 17-1437.*

*REAL ESTATE TAXES are billed on November 1 of the tax year and are due and payable at that time. The first half becomes delinquent on December 20 of the tax year; the second half becomes delinquent on May 10 of the following year.*

**ALTA COMMITMENT FOR TITLE INSURANCE**



Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

**NOTICE**

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **Old Republic 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned

**Kansas Secured Title, Inc. - McPherson**

By Greg D. Haehl

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

A Stock Company  
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607  
(612) 371-1111 [www.oldrepublictitle.com](http://www.oldrepublictitle.com)

By  President

Attest  Secretary

*Authorized Officer or Licensed Agent*

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

Issuing Agent: Kansas Secured Title, Inc. - McPherson

Issuing Office: Kansas Secured Title, Inc. - McPherson

Issuing Office's ALTA Registry ID: 0048818

Loan ID Number:

**Issuing Office File Number: MP010969**

Property Address: 2275 Highway 50 Florence, KS 66851

Revision Number:

**SCHEDULE A**

1. Commitment Date: **March 26, 2025, at 8:00 am**
2. Policy to be Issued:
  - (a) ALTA® 2021 Owner's Policy Premium Amount:  
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner as shown on Schedule A, Item 4**  
Proposed Policy Amount:  
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 **Rhodes Family Investments, LLC**
5. The Land is described as follows:  
**SEE ATTACHED EXHIBIT "A"**

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ORT Form 4757 DA

ALTA Commitment for Title Insurance 2021 v. 01.00

07/01/2021

**EXHIBIT A**

The Land is described as follows:

**Tract 1:**

**East Half (E/2) of Section 22, Township 21 South, Range 4 East of the 6th P.M., Marion County, Kansas, EXCEPT all that part of the North Half (N/2) of the Northeast Quarter (NE/4) of Section 22-21-4 lying North and West of State Highway 50 South.**

**Tract 2:**

**A tract in the East 1/3 of the Southeast 1/4 of Section 15, Township 21 South, Range 4 East of the 6th P.M., Marion County, Kansas, more particularly described as follows: Beginning at the SW corner of the E 1/2 of the Southeast 1/4 of said Section 15; thence N 89 °23'49" E (assumed) on the South line of said SE 1/4 for a distance of 750.00 feet; thence N 03°11'20" W for a distance 608.74 feet to the South Right of Way of the BN&SF Railroad; thence S 60°47'09" W on said Right of Way for a distance of 826.17 feet to the West line of said E 1/2 SE 1/4; thence S 01°20'45" E on said West line for a distance of 212.51 feet to the point of beginning.**

**Tract 3:**

**All that part of the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) of Section 15, Township 21 South, Range 4 East of the 6th P.M. lying South of the Right of Way of the Atchison, Topeka & Santa Fe Railway Company, Marion County, Kansas.**

**Tract 4:**

**North Half (N/2) of Section 23, Township 21 South, Range 4 East of the 6th P.M., Marion County, Kansas.**

**Tract 5:**

**All that part of the Southeast Quarter (SE/4) of Section 14, Township 21 South, Range 4 East of the 6th P.M., Marion County, Kansas, lying South of the center line of Doyle Creek, said line described as follows: Beginning at a point on the East section line (bearing 0 degrees 0 minutes North) 2916 feet South of the Northeast corner of Section 14, Township 21 South, Range 4 East of the 6th P.M. in Marion County, Kansas; thence North 84 degrees 35 minutes West, 149.6 feet; thence North 87 degrees 32 minutes West, 580.0 feet; thence North 49 degrees 47 minutes West, 152.4 feet; thence North 75 degrees 36 minutes West, 364.8 feet; thence South 11 degrees 16 minutes West, 525.3 feet; thence South 80 degrees 20 minutes West, 203.8 feet; thence South 49 degrees 44 minutes West, 237.5 feet; thence South 82 degrees 35 minutes West, 120.9 feet; thence South 52 degrees 15 minutes West, 207.4 feet; thence South 17 degrees 38 minutes West, 433.8 feet; thence South 31 degrees 11 minutes West, 801.2 feet; thence South 65 degrees 49 minutes West, 150.0 feet to the North and South half section line of said section.**

**Tract 6:**

**Southwest Quarter (SW/4) AND Part of the Northwest Quarter (NW/4) of Section 24, Township 21 South, Range 4 East of the 6th P.M., Marion County, Kansas, more particularly described as follows: Beginning at the Southwest corner of the NW/4 of said Section 24; thence N 00 °41'45" W (GEOID 03) on the West line of said NW/4 for a distance of 557.26 feet; thence N 65 °11'51" E for a distance of 569.21 feet to the center of a 5" pipe corner fence post; thence N 65°20'04" E with an existing fence for a distance of 328.02 feet to the center of a 5" pipe corner fence post; thence S 47 °10'55" E with an existing fence for a distance of 162.70 feet to the center of a 5" pipe corner fence post; thence S 33 °33'23" W with an existing fence for a distance of 201.86 feet to the center of a 5" pipe corner fence post; thence S 48 °11'43" E with an existing fence for a distance of 636.79 feet to the center of a 5" pipe corner fence post; thence S 02 °59'43" W with an existing fence for a distance of 235.67 feet to the South line of said NW/4; thence N 89 °44'35" W for a distance of 1278.16 feet to the point of beginning.**

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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. FURNISH executed Affidavit and Indemnification as prescribed by the Company.
6. **For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured and Amount of Insurance, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.**
7. **The Company requires a copy of the fully executed sales contract setting forth the names of all parties and the sales price of the subject property and this commitment must be updated to show any additional exceptions and/or requirements prior to closing.**

End of Requirements

**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 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 circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien, or right to a 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. **General and special taxes for the year 2024 and subsequent years.**
8. **Wind Energy Lease and Easement to Windborne Energy, Inc., recorded May 1, 2014, in [Book Misc. 204, Page 745](#). - Tract 1**
9. **Right of Way Agreement to Southwestern Bell Telephone Company, recorded April 4, 1975, in [Book Misc. 155, Page 935](#). - Tract 2**
10. **Right of Way Agreement to Southwestern Bell Telephone Company, recorded June 30, 1975, In [Book Misc. 156, Page 523](#). - Tract 2**
11. **Temporary Easement to Secretary of Transportation, recorded July 9, 1996, in [Book Misc. 184, Page 570](#). - Tract 2**
12. **Temporary Easement for Channel Change, recorded July 9, 1996, in [Book Misc. 184, Page 572](#). - Tract 2**
13. **Survey recorded October 14, 2010, in [Book Misc. 196, Page 631](#). - Tract 2**
14. **Right of Way Agreement to Southwestern Bell Telephone Company, recorded April 17, 1975, in [Book Misc. 155, Page 966](#). - Tract 3**
15. **Temporary Easement to Secretary of Transportation, recorded July 9, 1996, in [Book Misc. 184, Page 568](#). - Tract 3**
16. **Wind Energy Lease and Easement to Windborne Energy, Inc., recorded March 19, 2010, in [Book Misc. 195, Page 1000](#). Amendment to Wind Energy Lease and Easement and Delay Rental Receipt, recorded April 27, 2012, in [Book Misc. 199, Page 472](#). Amendment to Wind Energy Lease and Easement and Delay Rental Receipt, recorded May 17, 2012, in [Book Misc. 199, Page 599](#). - Tract 4, 5 and 6**
17. **Right of Way Agreement to Southwestern Bell Telephone Company, recorded April 14, 1975, in [Book Misc. 155, Page 952](#). - Tract 5**
18. **Telegraph Right of Way to Sinclair Refining Company, recorded December 21, 1946, in [Book Misc. 66, Page 448](#). - Tract 6**

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19. Option Agreement by and between Randy E. Savage and Kelli R. Savage, husband and wife; and Rhodes Family Investments, LLC, Darryl W. Rhodes, Manager, recorded February 8, 2024, in [Book Misc. 219, Page 43](#). - Tract 4, 5 and 6
20. Terms and provisions of Oil and Gas Lease recorded November 1, 2011, in [Book Misc. 198, Page 637](#), for the purposes of mining and operating for oil and gas for a term of 3 year(s) from date and as long thereafter as oil and gas or either of them is produced from said land. - Tract 1, 2 and 3

We follow the mineral title no further.

21. Terms and provisions of Oil and Gas Lease recorded June 26, 1967, in [Book Misc. 151, Page 358](#), for the purposes of mining and operating for oil and gas for a term of 2 year(s) from date and as long thereafter as oil and gas or either of them is produced from said land. - Tract 2

We follow the mineral title no further.

End of Exceptions



## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that under applicable law illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.

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

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

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

### 4. COMPANY'S RIGHT TO AMEND

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

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**5. DEFINITIONS**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I-Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

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

**7. IF THIS COMMITMENT IS 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 closing, settlement, escrow, or any other purpose.

**8. PRO-FORMA POLICY**

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

**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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## FACTS

### WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>! Social Security number and employment information</li> <li>! Mortgage rates and payments and account balances</li> <li>! Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
<b>For our everyday business purposes</b> - such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> - to offer our products and services to you	<b>No</b>	<b>We don't share</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> - information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> - information about your creditworthiness	<b>No</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>
<b>For non-affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.
What we do	
<b>How does Old Republic Title protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/privacy-policy">http://www.OldRepublicTitle.com/privacy-policy</a> .
<b>How does Old Republic Title collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>  Give us your contact information or show your driver's license</li> <li>  Show your government-issued ID or provide your mortgage information</li> <li>  Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>  Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>  Affiliates from using your information to market to you</li> <li>  Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> for your rights under state law.</p>
Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>  <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company.</i></li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>  <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>  <i>Old Republic Title doesn't jointly market.</i></li> </ul>

### Affiliates Who May be Delivering This Notice

American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC	
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc	L.T. Service Corp.	Lenders Inspection Company	
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	
Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company	
Old Republic Title Company of Conroe	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	
Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.	RamQuest Software, Inc	Republic Abstract & Settlement , LLC	
Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC			

**Kansas Secured Title, Inc. - McPherson/Title Midwest, Inc.**

**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 any personal and/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 that you provide to 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 type 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, 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 agent.

**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 of 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 of 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 our affiliated companies have joint marketing agreements.

**FORMER CUSTOMERS**

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.