

**Tuesday, June 2**  
**11:00 AM CDT**

**Live Auction Location:**  
**South Hutch Community Center**  
**101 W Ave C, South Hutch**

**ONLINE BIDDING**  
**GAVELROADS.COM**



**Property Highlights:**

- **Productive Farmland**
- **NCCPI Rating: 57.19**
- **Predominantly Class II Soils**
- **Blacktop Frontage**
- **Close to Hutchinson, Yoder, and Pretty Prairie**

**150± Acres | Reno County, KS**

**This 150± acre tract** consists primarily of productive tillable farmland with direct blacktop frontage on Arlington Rd, providing easy access for agricultural equipment.

**The property features** soils suitable for row crop production and a layout that supports efficient farming practices. The NCCPI soil rating is 57.19, with a strong majority of Class II soils, including Shellabarger Sandy Loam, Nalim Loam, and Shellabarger-Nalim Complex. Currently planted to wheat, the tract presents an opportunity to begin a farm operation, expand production, or invest in Kansas farmland.

**Located near Hutchinson, Yoder, and Pretty Prairie,** the property is well-positioned for local operators or investors seeking to add to their acreage base. Utilities are nearby, offering flexibility for future use.

**Seller**

William P Haines Living Trust

**Location**

From Hutchinson, head south 8 miles on K-14 Highway to W Arlington Rd. Head west 2 miles to S Broadacres Rd. The property is located on the northwest corner.

**Legal Description**

Castleton Township, S04, T25, R06 W, Acres 150.5, Se/4 Exc A Tr Com At Ne Cor Se/4 Th S 961.5 Ft Th W 400 Ft Th N 961.5 Ft Th E 400 Ft To Pob

**Minerals**

The seller's mineral interest will transfer to the buyer.

**Taxes**

\$1,849.18 Specials and \$7.53 (2025). 2026 taxes will be prorated to the closing date.

**Possession**

After the 2026 wheat harvest

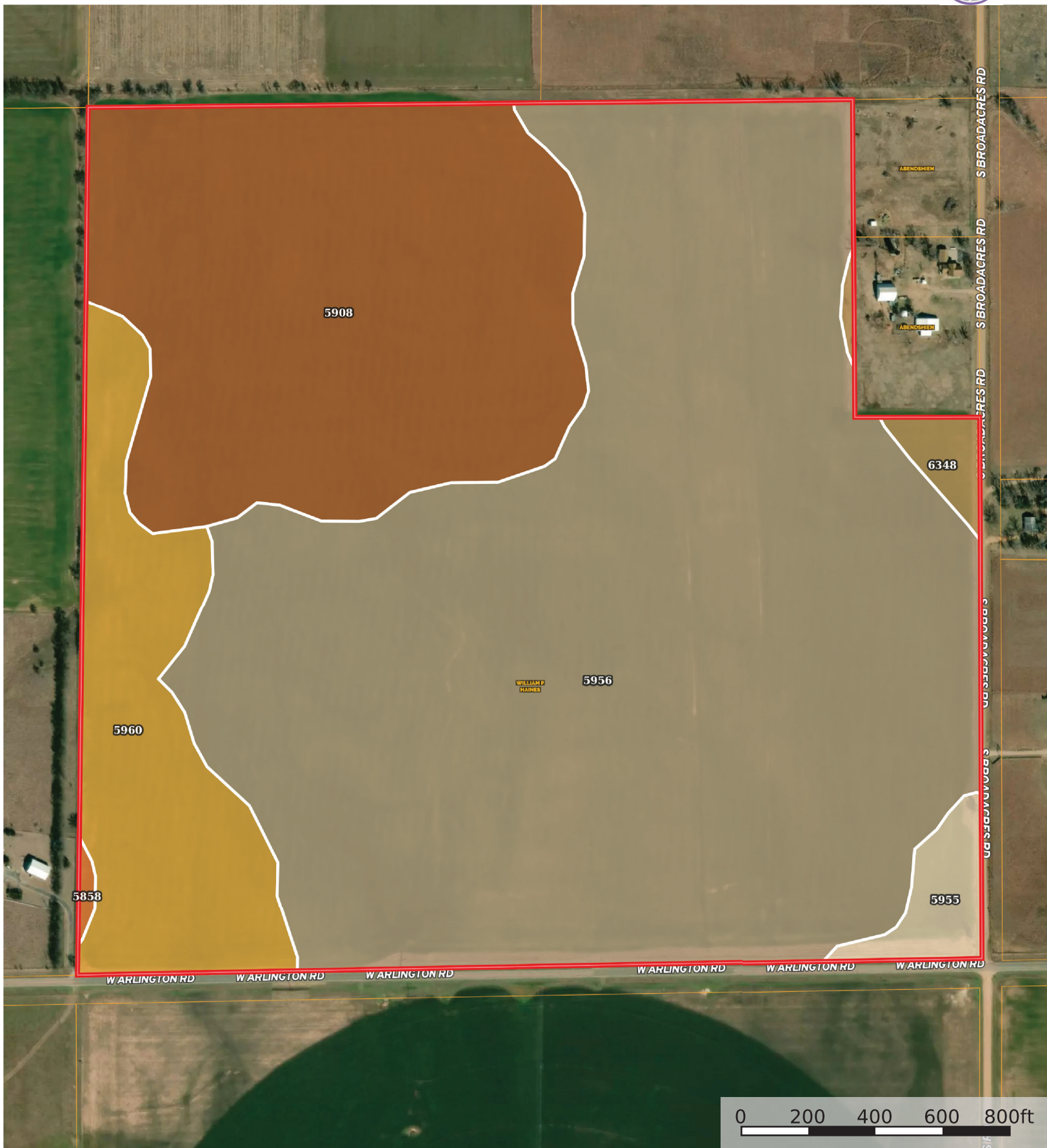
Terms: Earnest money required and shall be paid the day of auction with the balance due on or before July 2, 2026. Earnest money to be paid: \$10,000. The property is selling in "as is" condition and is accepted by the Buyer without any expressed or implied warranties. It is the Buyer's responsibility to have any and all inspections completed prior to bidding. The Buyer and Seller shall split equally in the cost of title insurance and the closing fee. Bidding is not contingent upon financing. If necessary, financing needs to be arranged and approved before the auction. Statements made on the day of the auction take precedence over all printed advertising and previously made oral statements. Gene Francis & Associates and Gavel Roads are agents of the Seller. There is no Buyer's premium. Broker registration must be received no later than 24 hours prior to the auction.



**Lakin Petz**  
**REALTOR®**  
**316-680-2345**

**Tyler Francis**  
**Broker & Auctioneer**  
**316-734-7342**





- Boundary 2
- Boundary 1
- Boundary 3
- Boundary

Boundary 150.49 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
5956	Shellabarger sandy loam, 1 to 3 percent slopes	93.34	62.02	0	53	2e
5908	Nalim loam, 0 to 1 percent slopes	37.38	24.84	0	69	2c
5960	Shellabarger-Nalim complex, 1 to 3 percent slopes	15.54	10.33	0	57	2e
5955	Shellabarger sandy loam, 0 to 1 percent slopes	2.45	1.63	0	53	2c
6348	Jamash-Piedmont clay loams, 1 to 3 percent slopes	1.52	1.01	0	35	4s
5858	Albion-Shellabarger sandy loams, 1 to 3 percent slopes	0.26	0.17	0	45	3e
TOTALS		150.49(*)	100%	-	57.19	2.02

(\*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

### Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability

	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

### Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

(s) soil limitations within the rooting zone (w) excess of water

# Reno County, KS

## Summary

**Tax ID** HAIN00081  
**Tax Year** 2025  
**Name** HAINES, WILLIAM P  
**Property Address** 00000 W ARLINGTON  
**Sec-Twp-Rng** 4--25-06  
**Description**  
**Parcel ID/Cama** 262040000006010  
**Parcel Classes** RL  
**Tax Unit** 280

## Tax History

Tax Year	Assessed Valuation	Mill Levy	Ad Valorem	Special Assessments	Total Tax	Total Paid	DIQ
2025	\$0	0.000	\$0.00	\$0.00	\$7.53	\$7.53	N
2025	\$0	0.000	\$0.00	\$0.00	\$1,849.18	\$1,849.18	N
2024	\$0	0.000	\$0.00	\$0.00	\$7.53	\$7.53	N
2024	\$0	0.000	\$0.00	\$0.00	\$1,934.54	\$1,934.54	N
2023	\$0	0.000	\$0.00	\$0.00	\$2,146.98	\$2,146.98	N
2023	\$0	0.000	\$0.00	\$3.76	\$7.53	\$7.53	N
2022	\$0	0.000	\$0.00	\$0.00	\$7.53	\$7.53	N
2022	\$0	0.000	\$0.00	\$0.00	\$2,083.06	\$2,083.06	N
2021	\$0	0.000	\$0.00	\$0.00	\$7.53	\$7.53	N
2021	\$0	0.000	\$0.00	\$0.00	\$2,079.38	\$2,079.38	N
2020	\$0	0.000	\$0.00	\$0.00	\$7.53	\$7.53	N
2020	\$0	0.000	\$0.00	\$0.00	\$2,182.44	\$2,182.44	N
2019	\$0	0.000	\$0.00	\$0.00	\$7.53	\$7.53	N
2019	\$0	0.000	\$0.00	\$0.00	\$2,269.72	\$2,269.72	N
2018	\$0	0.000	\$0.00	\$0.00	\$7.53	\$7.53	N
2018	\$0	0.000	\$0.00	\$0.00	\$2,199.08	\$2,199.08	N
2017	\$0	0.000	\$0.00	\$0.00	\$7.53	\$7.53	N
2017	\$0	0.000	\$0.00	\$0.00	\$2,112.14	\$2,112.14	N
2016	\$0	0.000	\$0.00	\$0.00	\$7.53	\$7.53	N
2016	\$0	0.000	\$0.00	\$0.00	\$1,916.54	\$1,916.54	N
2015	\$0	0.000	\$0.00	\$0.00	\$1,736.76	\$1,736.76	N
2014	\$0	0.000	\$0.00	\$0.00	\$1,564.98	\$1,564.98	N
2013	\$0	0.000	\$0.00	\$0.00	\$1,468.70	\$1,468.70	N
2012	\$0	0.000	\$0.00	\$0.00	\$1,370.02	\$1,370.02	N
2011	\$0	0.000	\$0.00	\$0.00	\$1,297.88	\$1,297.88	N
2010	\$0	0.000	\$0.00	\$0.00	\$1,288.24	\$1,288.24	N
2010	\$0	0.000	\$0.00	\$3.76	\$7.53	\$7.53	N
2009	\$0	0.000	\$0.00	\$0.00	\$1,216.39	\$1,216.39	N
2009	\$0	0.000	\$0.00	\$3.76	\$7.53	\$7.53	N
2008	\$0	0.000	\$0.00	\$0.00	\$1,238.85	\$1,238.85	N
2008	\$0	0.000	\$0.00	\$3.76	\$7.53	\$7.53	N
2007	\$0	0.000	\$0.00	\$0.00	\$1,219.21	\$1,219.21	N
2007	\$0	0.000	\$0.00	\$3.76	\$7.53	\$7.53	N
2006	\$0	0.000	\$0.00	\$0.00	\$1,250.53	\$1,250.53	N
2006	\$0	0.000	\$0.00	\$3.76	\$7.53	\$7.53	N
2005	\$0	0.000	\$0.00	\$0.00	\$1,226.85	\$1,226.85	N
2005	\$0	0.000	\$0.00	\$3.76	\$7.53	\$7.53	N
2004	\$0	0.000	\$0.00	\$0.00	\$1,141.22	\$1,141.22	N
2003	\$0	0.000	\$0.00	\$0.00	\$994.53	\$994.53	N
2003	\$0	0.000	\$0.00	\$3.76	\$7.53	\$7.53	N
2002	\$0	0.000	\$0.00	\$0.00	\$974.29	\$974.29	N
2002	\$0	0.000	\$0.00	\$3.76	\$7.53	\$7.53	N
2001	\$0	0.000	\$0.00	\$0.00	\$842.27	\$842.27	N
2001	\$0	0.000	\$0.00	\$3.76	\$7.53	\$7.53	N
2000	\$0	0.000	\$0.00	\$0.00	\$782.53	\$782.53	Y
2000	\$0	0.000	\$0.00	\$3.76	\$7.53	\$7.53	Y
1999	\$0	0.000	\$0.00	\$0.00	\$731.60	\$731.60	N
1999	\$0	0.000	\$0.00	\$3.75	\$7.50	\$7.50	N
1998	\$0	0.000	\$0.00	\$0.00	\$696.10	\$696.10	N
1998	\$0	0.000	\$0.00	\$3.75	\$7.50	\$7.50	N

Tax Year	Assessed Valuation	Mill Levy	Ad Valorem	Special Assessments	Total Tax	Total Paid	Dtq
1997	\$0	0.000	\$0.00	\$0.00	\$668.66	\$668.66	N
1997	\$0	0.000	\$0.00	\$3.75	\$7.50	\$7.50	N

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## Commitment Cover Page

Order Number: **3189683**

Delivery Date: **04/29/2026**

Property Address: **00000 W. Arlington Rd, Hutchinson, KS 67501**

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**For Closing Assistance**

Security 1st Title  
1001 N. Main Street  
Hutchinson, KS 67501  
Office: (620) 669-8289  
[hutchinson@security1st.com](mailto:hutchinson@security1st.com)

**For Title Assistance**

Reno County Title Department  
1001 N. Main Street  
Hutchinson, KS 67501  
Office: (620) 669-8289  
[hutchinson@security1st.com](mailto:hutchinson@security1st.com)

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**Buyer/Borrower**

A legal entity, to be determined  
Delivered via: Electronic Mail

**Agent for Seller**

Gene Francis & Associates LLC  
Attention: Lakin Petz  
12140 W K-42 Hwy  
Wichita, KS 67215  
(316) 680-2345 (Cell)  
[lakin@genefrancis.com](mailto:lakin@genefrancis.com)  
Delivered via: Electronic Mail

**Seller/Owner**

William P. Haines Revocable Trust dated September 12,  
2019  
1611 Ritchie St  
Winfield, KS 67156  
Delivered via: Electronic Mail

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions*

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## Title Fee Invoice

Date:	04/29/2026	Buyer(s):	A legal entity, to be determined
Order No.:	3189683	Seller(s):	William P. Haines Revocable Trust dated September 12, 2019
Issuing Office:	Hutchinson Closing Security 1st Title 1001 N. Main Street Hutchinson, KS 67501	Property Address:	00000 W. Arlington Rd, Hutchinson, KS 67501

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (\$1,000.00)	
	<b>Total \$0.00</b>
If Security 1st Title will be closing this transaction, the fees listed above will be collected at closing. Otherwise, please remit payment to the issuing office above.	
<b>Thank you for your order!</b>	

**Note:** The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

### Vesting Documents:

[Reno county recorded 10/23/1992 at book 504 page 110](#)

[Reno county recorded 10/04/2019 at book 672 page 90](#)

### Tax Information:

[35304](#)

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**ALTA COMMITMENT FOR TITLE INSURANCE**  
**issued by**  
**Westcor Land 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 EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

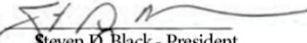
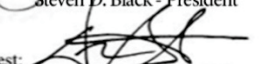
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina 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.



By:   
Steven D. Black - President  
Attest:   
Donald A. Berube - Secretary

**Issuing Agent: Security 1st Title, LLC**



**Security 1<sup>st</sup> Title**

**Reno County Title Department**  
**(620) 669-8289**  
**[hutchinson@security1st.com](mailto:hutchinson@security1st.com)**

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**Transaction Identification Data for reference only:**

Issuing Agent:	<b>Security 1st Title, LLC</b>	Buyer:	<b>A legal entity, to be determined</b>
Issuing Office:	<b>1001 N. Main Street Hutchinson, KS 67501</b>	Title Contact:	<b>Reno County Title Department (620) 669-8289 hutchinson@security1st.com</b>
ALTA Universal ID:	<b>1100300</b>		
Loan ID Number:			
Commitment No.:	<b>rctd3189683</b>		
Property Address:	<b>00000 W. Arlington Rd, Hutchinson, KS 67501</b>		

**SCHEDULE A**

**1. Commitment Date:**

04/24/2026 at 07:00 AM

**2. Policy to be issued:**

ALTA Owner's Policy 07-01-2021

\$1,000.00

Proposed Insured: A legal entity, to be determined

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:**

William P. Haines Revocable Trust dated September 12, 2019

**5. The Land is described as follows:**

The Southeast Quarter of Section 4, Township 25 South, Range 6 West of the 6th P.M., Reno County, Kansas, EXCEPT a tract commencing at the Northeast corner of said Southeast Quarter; thence South 961.5 feet; thence West 400 feet; thence North 961.5 feet; thence East 400 feet to the place of beginning.

**Security 1st Title**

By: \_\_\_\_\_



**David Armagost, President**

**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, and recorded in the Public Records.

**NOTE: This is NOT a commitment to insure and has been issued as a report as to the status of title, and as such should not be relied upon for a Real Estate Transaction. This is not a commitment to insure, and no insurance is provided by this commitment.**

**If a Commitment for Title Insurance is desired, the identity of the entities to be insured and policy amounts must be disclosed to this Company and this Company will issue a Commitment for Title Insurance disclosing all requirements for issuance of the policy, as well as any additional exceptions which may be taken.**

5. We require all general taxes and special assessments for the current year, and all previous years, to be paid in full or as otherwise agreed to by the parties. County tax information is hyperlinked on the Cover Page of this Commitment. General taxes and special assessments for the Land are currently taxed as follows, subject to interest and penalties:

**Tax Year: 2025**

**Full Amount: \$1,856.71, Paid**

**Tax Parcel Number: 35304**

6. Our search of the public records does not disclose a mortgage/deed of trust on the property. We must be advised if you have any knowledge of an unreleased mortgage/deed of trust, recorded or unrecorded. The Company reserves the right to make such further requirements as it deems necessary.
7. Furnish for examination an authentic copy of the William P. Haines Revocable Trust dated September 12, 2019. We reserve the right to make any additional requirements we deem necessary.
8. File a Trustee's Deed from the Proper Trustee of the William P. Haines Revocable Trust dated September 12, 2019 to A legal entity, to be determined.

**NOTE: Said instrument must make reference to the terms and provisions of the Trust Agreement; be made pursuant to the powers conferred by said Agreement; state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked, and finally, recite the full consideration being received.**

9. Provide this company with a properly completed and executed Owner's Affidavit.

10. **Note:** 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, acceptable to the Company. As provided in the Conditions, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$1,000.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charge for same shall have been paid.

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**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:

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 or that could be ascertained by an inspection 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 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 2026, and subsequent years, none now due and payable.**
8. **The definition of land as described in the policy does not include any manufactured home or mobile home located on the insured premises, unless the personal title to the same has been cancelled by the Kansas Department of Motor Vehicles and filed with the RENO County Register of Deeds.**
9. **Subject to existing road, street or highway rights of way.**
10. **Easement granted to Board of County Commissioners of Reno County, Kansas, as set forth on July 11, 1960 as Book 108, Page [256](#).**
11. **"In the Matter of the Proposed Extension of the Boundaries of Equus Beds Groundwater Management District No. 2", recorded January 4, 1989 in Book 219 at Page [147](#) of the Reno County Record.**
12. **The terms and provisions contained in the document entitled "Resolution 89-36" filed as Book 221, Page [207](#).**
13. **Any interest outstanding of record in and to all the oil, gas and other minerals in and under and that may be produced from said premises, together with all rights incident to or growing out of said outstanding minerals, including but not limited to outstanding oil and gas leases and easements.**
14. **Tenancy rights, if any, either month-to-month or by virtue of written leases, of parties now in possession of any part of the premises described herein.**

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15. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$1,000.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charge for same shall have been paid.

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**COMMITMENT CONDITIONS****1. DEFINITIONS**

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it 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 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

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liability of the Company is limited by Commitment Condition 5. The Company is not 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 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.
- 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.

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

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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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**Notice of Privacy Policy**  
**of**  
**Westcor Land Title Insurance Company**

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

**Who is Covered**

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

**Information Collected**

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

**Access to Information**

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

**Information Sharing**

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

**Information Security**

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

*The WLTIC Privacy Policy can also be found on WLTIC's website at [www.wltic.com](http://www.wltic.com).*

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## PRIVACY POLICY

### WHAT DOES SECURITY 1ST TITLE DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Security 1st Title, LLC, pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Security 1st Title, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
<b>For our everyday business purposes</b> —to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> —to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> —information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
<b>For our affiliates' everyday business purposes</b> —information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For nonaffiliates to market to you.</b> Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. (We do not control their subsequent use of information, and suggest you refer to their privacy notices.)

Sharing practices	
<b>How often does Security 1st Title notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How does Security 1st Title protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
<b>How does Security 1st Title collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• request insurance-related services</li> <li>• provide such information to us</li> </ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.
<b>Contact Us</b>	If you have any questions about this privacy notice, please contact us at: Security 1st Title, 727 N. Waco, Suite 300, Wichita, KS 67203

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