

# GF&A

# ABSOLUTE • MULTI PARCEL • LIVE & ONLINE LAND AUCTION

## THURSDAY, APRIL 25, 2024 • 11:00 AM

LIVE LOCATION: GF&A Facility, 12140 W K-42 Hwy, Wichita, KS

ONLINE BIDDING: [www.gavelroads.com](http://www.gavelroads.com)



### THIS EXCEPTIONAL 156± - ACRE PROPERTY IN KINGMAN COUNTY

boasts a perfect blend of features, including a well-kept homestead, productive cultivation, fenced pasture, and several ponds. With abundant waterfowl opportunities, water, and electricity readily available, it's ideal for various uses, including potential homesites. Situated just a mile south of Cheney Lake, it benefits from the influx of new waterfowl in the area, making it a desirable destination for hunters and nature enthusiasts. The rolling topography adds a uniqueness to the landscape, while the presence of the old Eck fish farm adds character and potential for creative endeavors.

**Location:** From Mount Vernon, KS, travel 2 miles east on 21st St and turn south on NE 170 Ave (at the Kingman Co./Sedgwick Co. line) for another mile. You'll find the property just 1 mile south of the Cheney Lake Dam. Conveniently located just a short 25-minute drive from West Wichita, this property is easily accessible.

**Tract 1:** This 76 ± acre property features a mix of cultivated fields planted with wheat and alfalfa, fenced pastureland with three ponds (two of which equal 2 ½ acres and are spring fed), an old fish farm, a fish house, and the Evans Township Cemetery. With 15 acres dedicated to cultivation, 46 acres to pasture with ponds, and an additional 15 acres for alfalfa, this property offers versatile opportunities.

**Tract 2:** This 75 ± acre property features 10 acres of alfalfa, 40 acres of cultivation currently planted to wheat, and 25 acres of fenced pasture with a single pond.

**Tract 3:** This quaint homestead, built in 1936, features a 1 ½ story farmhouse with 3 bedrooms, 1 ½ bathrooms, and 1,897 sq. ft. The main floor includes a dining room, living room, spacious kitchen, laundry room, and master bedroom with a ½ bath. Upstairs, there are two bedrooms. Large windows provide ample natural light, and hardwood floors lie beneath the carpet. The home has been well-maintained with upgrades including windows (1996), siding (1996), gutters (1998), water heater (2018), roof (2013), basement waterproofing (2017), and a new sewer line (2016). Outside, there's a 32x50 barn, 40x60 Quonset, silo, grain bins, and 2-car garage, all on a well-maintained 5 ± acres with mature trees.

**Legal Description:** The Northeast Quarter (NE ¼) in 13-27-5W in Kingman Co., KS (full legal description to be described by Security 1st Title)

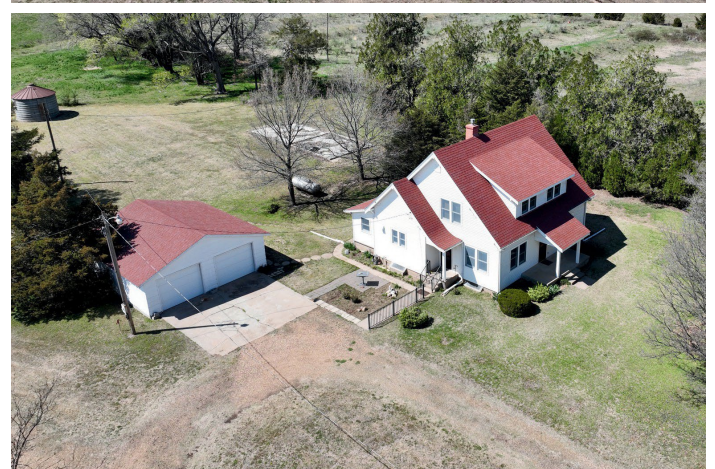
**Minerals:** Seller's mineral interest will pass to the Buyer.

**Possession:** Possession of the cultivation will be after the 2024 summer harvest. Possession of the alfalfa and pasture will be upon closing. Sellers will retain the 2024 summer wheat harvest. Possession of the homestead will be upon closing.

**Taxes:** 2023 – \$2,512.36. Security 1st Title will prorate taxes to the date of closing.

**Open House:** Sunday, April 14th, from 2:00 - 4:00 PM at 3733 NE 170 Ave, Cheney, KS 67025

**Terms:** Earnest money required and shall be paid the day of the auction. Tract 1: \$20,000; Tract 2: \$20,000; Tract 3: \$7,500, with the balance due on or before May 24, 2024. 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.



Soil Types: 73% Class 2 Shellabarger sandy loam, 1-6% slopes; 10% Class 3 Shellabarger sandy loam, 3-6% slopes, & 17% Class 6 Albion sandy loam, 6-15% slopes



**GENE FRANCIS & ASSOCIATES**  
REAL ESTATE BROKERS & AUCTIONEERS

Katie Detmer, Associate Broker  
(316) 214-1715  
[katie@genefrancis.com](mailto:katie@genefrancis.com)

Tyler Francis, REALTOR® & Auctioneer  
(316) 734-7342  
[tyler@genefrancis.com](mailto:tyler@genefrancis.com)

For more information, please visit [www.genefrancis.com](http://www.genefrancis.com)



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# ABSOLUTE • MULTI PARCEL • LIVE & ONLINE LAND AUCTION

**THURSDAY, APRIL 25, 2024 • 11:00 AM**

**LIVE LOCATION: GF&A Facility, 12140 W K-42 Hwy, Wichita, KS**

**ONLINE BIDDING: [www.gavelroads.com](http://www.gavelroads.com)**

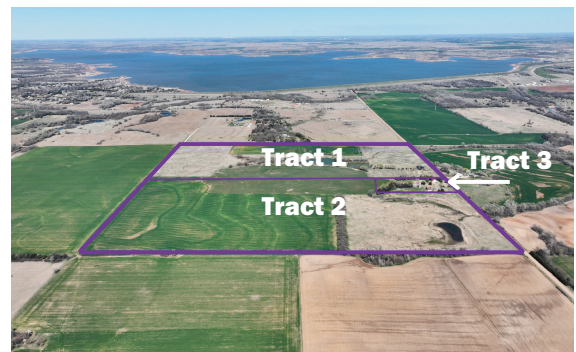


**Address:** 3733 NE 170 Ave, Cheney, KS 67025

**Description:** This quaint homestead, built in 1936, features a 1 ½ story farmhouse with 3 bedrooms, 1 ½ bathrooms, and 1,897 sq. ft. The main floor includes a dining room, living room, spacious kitchen, laundry room, and master bedroom with a ½ bath. Upstairs, there are two bedrooms. Large windows provide ample natural light, and hardwood floors lie beneath the carpet. The home has been well-maintained with upgrades including windows (1996), siding (1996), gutters (1998), water heater (2018), roof (2013), basement waterproofing (2017), and a new sewer line (2016). Outside, there's a 32x50 barn, 40x60 Quonset, silo, grain bins, and 2-car garage, all on a well-maintained 5 ± acres with mature trees.

**Open House:** Sunday, April 14th at 2:00 - 4:00 PM

**Terms:** The homestead on 5 ± acres is selling as Tract 3 in a multi-parcel land auction. Earnest money required and shall be paid the day of the auction. Tract 1: \$20,000; Tract 2: \$20,000; Tract 3: \$7,500, with the balance due on or before May 24, 2024. 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.



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Katie Detmer, Associate Broker  
(316) 214-1715  
[katie@genefrancis.com](mailto:katie@genefrancis.com)

Tyler Francis, REALTOR® & Auctioneer  
(316) 734-7342  
[tyler@genefrancis.com](mailto:tyler@genefrancis.com)

For more information, please visit [www.genefrancis.com](http://www.genefrancis.com)





TRACT 1 - 76 ACRES

TRACT 2 - 75 ACRES

TRACT 3 - HOMESTEAD &  
5 ACRES

ST

NE 40 ST

WEST 13TH ST N

Mount Vernon  
Cemetery

**TRACT 1**  
**76 +/- ACRES**

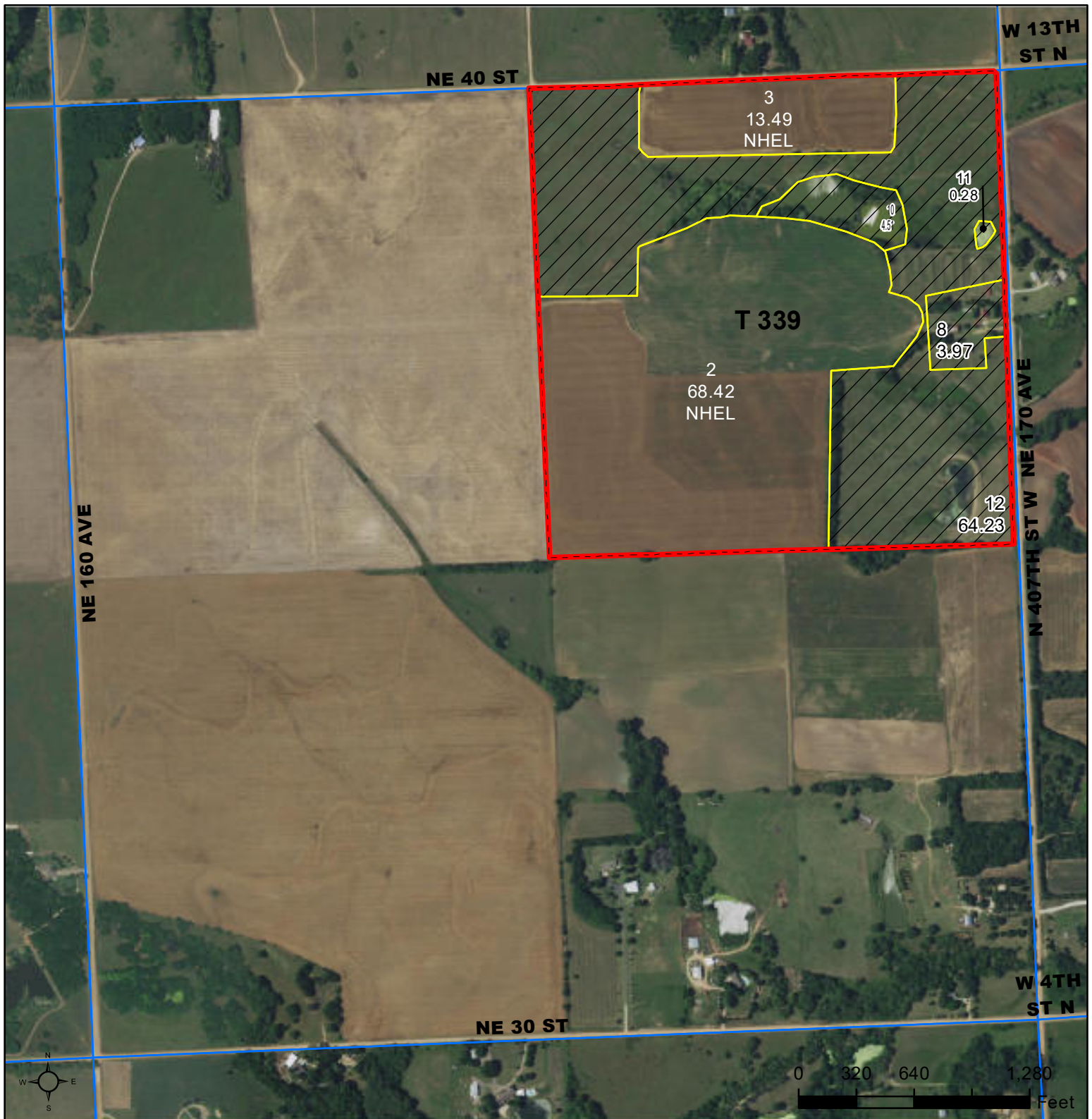
**TRACT 3**  
**5 +/- ACRES**

**TRACT 2**  
**75 +/- ACRES**

NE 170 AVE

NE 170 AVE

NE 170 AVE



**Common Land Unit**

- Non-Cropland
- Cropland

**Wetland Determination Identifiers**

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

- Tract Boundary
- PLSS

**Unless noted on field:**

- |                             |                                 |
|-----------------------------|---------------------------------|
| 1/ All Wheat HRW, NI, GR    | 6/ Grass NAG, NI, LS            |
| 2/ All Sorghum GRS, NI, GR  | 7/ Grass SMO, NI, FG            |
| 3/ All Corn YEL, NI, GR     | 8/ Grass SMO, NI, LS            |
| 4/ All Soybeans COM, NI, GR | 9/ Grass, NAG, NI, GZ           |
| 5/ Grass NAG, NI, FG        | 10/ Sorghum Forage, CAN, NI, FG |

**2024 Program Year**

Map Created October 25, 2023

**Farm 4597**

**Tract 339**

**13-27-5**

Displayed over 2021 NAIP

**Tract Cropland Total: 81.91 acres**

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

**Tract Number** : 339  
**Description** : NE4 13-27-5  
**FSA Physical Location** : KANSAS/KINGMAN  
**ANSI Physical Location** : KANSAS/KINGMAN  
**BIA Unit Range Number** :  
**HEL Status** : NHEL: No agricultural commodity planted on undetermined fields  
**Wetland Status** : Tract does not contain a wetland  
**WL Violations** : None  
**Owners** : ELAINE M SQUIRES, JOHN J ECK II, BELINDA S RAUSCH, NANCY JACKSON  
**Other Producers** : None  
**Recon ID** : None

**Tract Land Data**

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
154.90	81.91	81.91	0.00	0.00	0.00	0.00	0.0

**KANSAS**  
**KINGMAN**  
 Form: FSA-156EZ



**Abbreviated 156 Farm Record**

**FARM : 4597**  
 Prepared : 3/19/24 12:02 PM CST  
 Crop Year : 2024

**Tract 339 Continued ...**

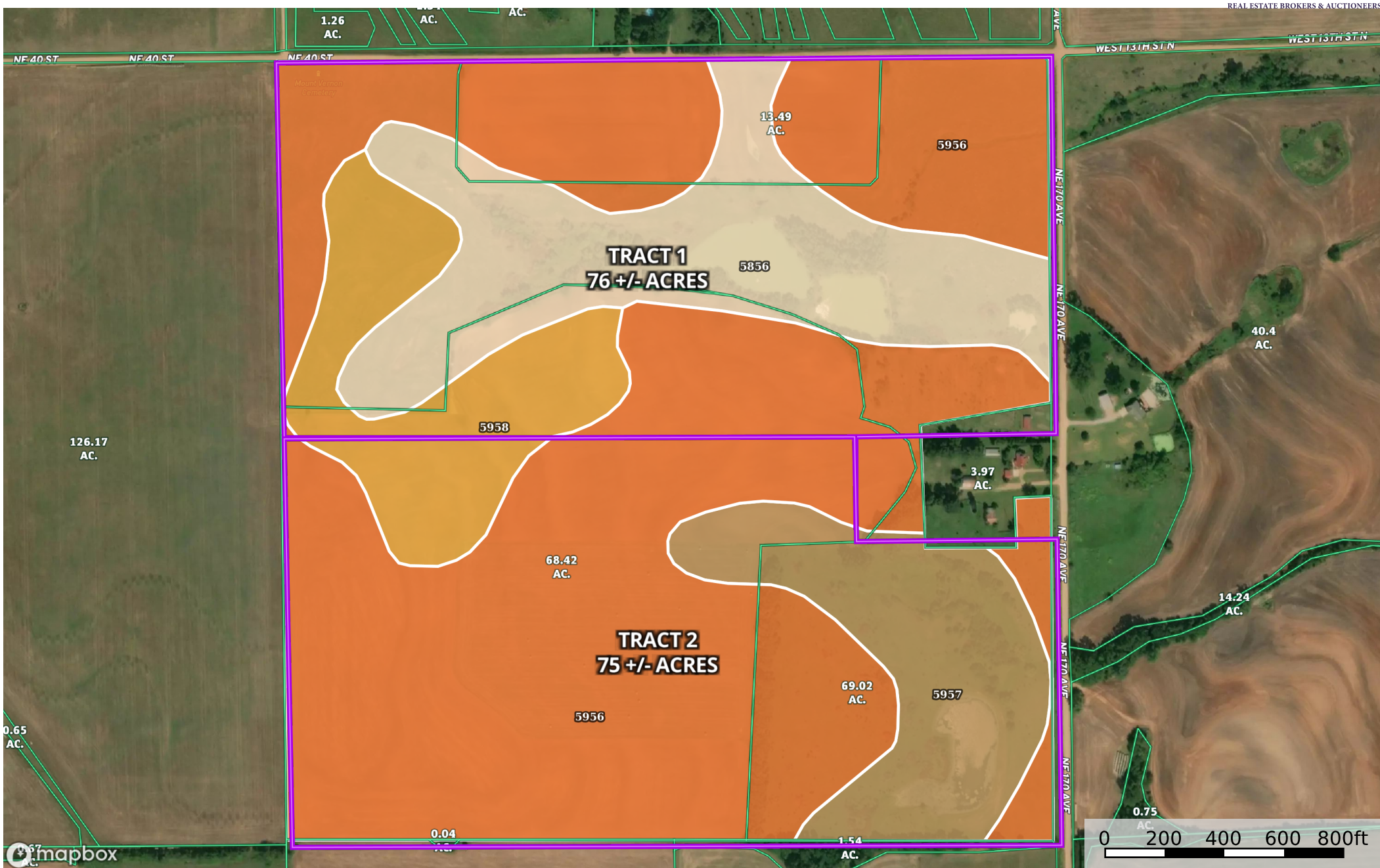
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	81.91	0.00	0.00	0.00	0.00	0.00

**DCP Crop Data**

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	75.15	0.00	37
Grain Sorghum	4.20	0.00	38
<b>TOTAL</b>	<b>79.35</b>	<b>0.00</b>	

**NOTES**

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Boundary 2 Boundary 1

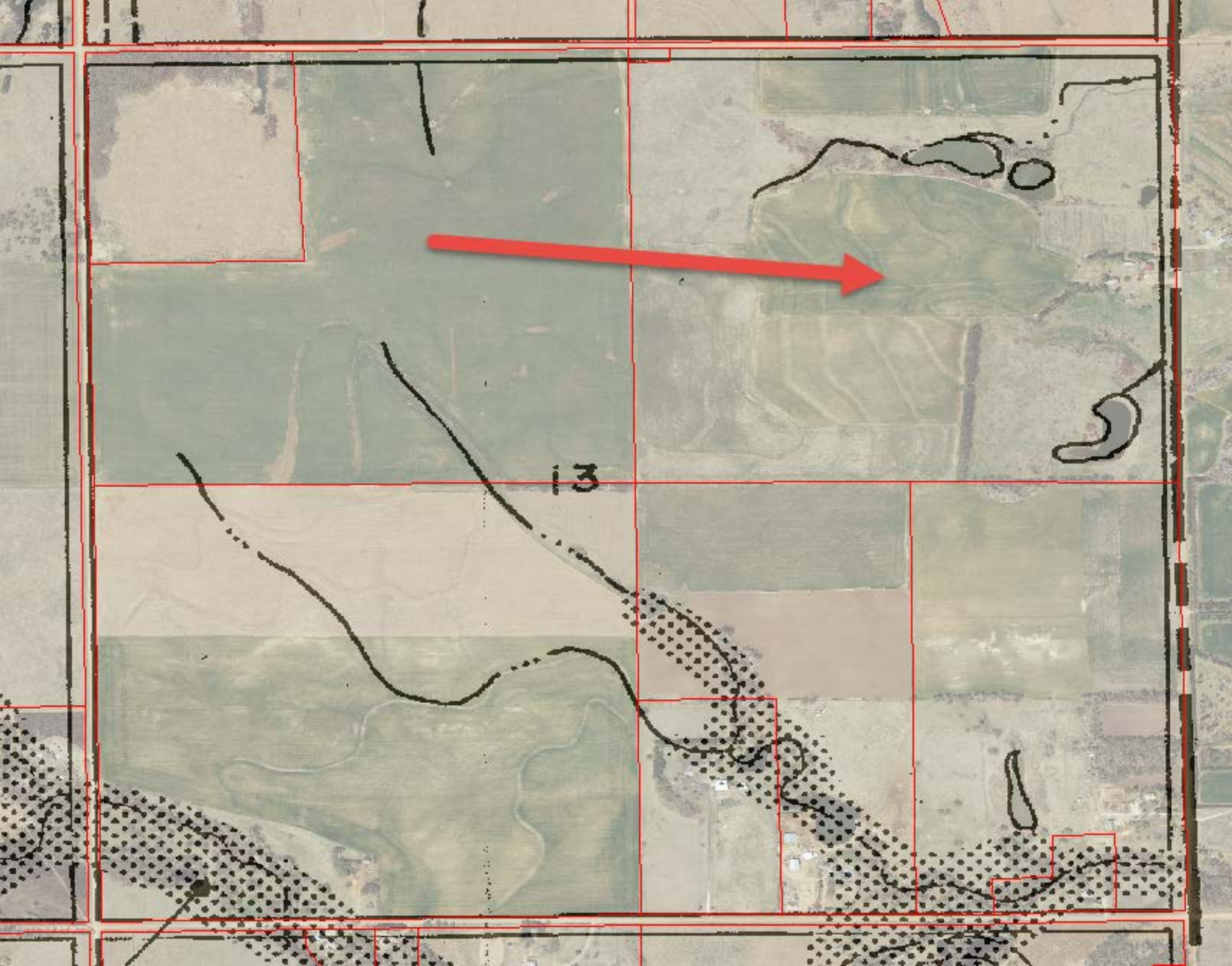
|  150.92 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
5956	Shellabarger sandy loam, 1 to 3 percent slopes	92.76	61.46	0	53	2e
5856	Albion sandy loam, 6 to 15 percent slopes	25.91	17.17	0	39	6e
5957	Shellabarger sandy loam, 3 to 6 percent slopes	16.67	11.04	0	45	2e
5958	Shellabarger sandy loam, 3 to 6 percent slopes, eroded	15.58	10.32	0	47	3e
TOTALS		150.92(*)	100%	-	49.09	2.79

(\*) 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.







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## Property Details for PID: 0480161300000001000

Shareable link to Property Information :	<a href="https://www.kansasgis.org/orka/permalinkprop.cfm?parcelid=0480161300000001000">https://www.kansasgis.org/orka/permalinkprop.cfm?parcelid=0480161300000001000</a>
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Shareable link to Map:	<a href="https://www.kansasgis.org/orka/permalink.cfm?parcelId=0480161300000001000">https://www.kansasgis.org/orka/permalink.cfm?parcelId=0480161300000001000</a>
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QuickRef ID :	R205
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Owner Name :	ECK, JOHN J II
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Location:	3733 NE 170 AVE, Cheney, KS 67025
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Abbreviated Boundary Description:	S13, T27, R05W, ACRES 156, NE4 LESS R/W EXC S70 OF N100 OF W200
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### Owner Information:

Owner	ECK, JOHN J II SQUIRES, ELAINE M RAUSCH, BELINDA S JACKSON, NANCY J ECK
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Mailing Address	2399 NE 168 AVE CHENEY, KS 67025
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### Property Information:

Type	Farm Homesite
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Status	Active
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Taxing Unit	010 EVAN 268
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Neighborhood Code	001
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**No Secondary Address Details found**

**Market Land Details:**

Actual Width:	0
Eff. Width	0
Eff. Depth	0
Acres	1
Square Feet	30,492

**No Permit Details found**

**Deed Book Page Details**

Book	Page
222	162

**Additional Deed Book Page Details**

Deed Book/Page mM269/0137 97 P/0077 0189/0377 0159/0406 0148/0171 0103/0571 0081/0340 0069/0253 0024/0351 0020/0160

**Value Details**

	Year	2023
<b>Current Final Value (Agricultural)</b>	Land	\$14,330.00
	Building	\$6,350.00
	Total	\$20,680.00

	Year	2023
<b>Current Final Value (Farm Homesite)</b>	Land	\$7,900.00
	Building	\$98,020.00
	Total	\$105,920.00

	Year	2022
<b>Current Final Value (Agricultural)</b>	Land	\$16,170.00
	Building	\$7,730.00
	Total	\$23,900.00

	Year	2022
<b>Current Final Value (Farm Homesite)</b>	Land	\$6,500.00
	Building	\$89,790.00
	Total	\$96,290.00

**Dwelling Details**

Story Height	1 1/2 Story Finished	Style	Old Style	Year Built	1936
Total Sq Ft Living Area	1897	Main Floor Living SqFt :	1084	Upper Floor Living Pct :	
Total Rooms:	6	Bedrooms:	3	Remodel Year:	
Full Baths:	1	Half Baths:	1	Basement:	Full - 4
Depreciation Rating:	AV	Physical Condition:	GD	Quality:	AV+

## No Manufactured Home Details found

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## Additional Dwelling Details

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Residential Component	Units	Quality	Year Built
Raised Slab Porch with Roof	60		
Raised Slab Porch with Roof	16		
Frame, Siding, Vinyl	100%		
Composition Shingle	100%		
Total Basement Area	1084		
Warmed & Cooled Air	100%		
Plumbing Fixtures	7		
Open Slab Porch	70		

## Other Improvements

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Type :	Quantity :	Area :	Year Built :	Quality :	Condition :
Residential Garage - Detached	1	676	1970	FR	AV
Residential Garage - Detached	1	960	1965	FR	FR
Prefabricated Storage Shed	1	96	1936	AV+	GD

## No Commercial Building Details found

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## No Commercial Building Section Details found

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## Ag Land Details

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Acre Type :	No Acres :	Map Unit :	Irrig :	Well Depth :
Dry Land - DR	5.10	5856		
Dry Land - DR	64.60	5956		
Dry Land - DR	2.60	5957		
Dry Land - DR	10.10	5958		
Native Grass - NG	21.10	5856		
Native Grass - NG	32.10	5956		
Native Grass - NG	14.30	5957		
Native Grass - NG	5.40	5958		
<b>Total Acres :</b>	155.30			

## Ag Building Details

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Type	Quantity	Size	Year Built	Grade	Condition
Barn, General Purpose		32X50	1935	AV	FR
Farm Utility Arch-rib, Quon.		40X60	1940	FR	PR
Tool Shed		12X14	1940	AV	UN
Tool Shed		18X46	1940	AV	PR

Print Current Tax Information

Type	CAMA Number		Tax Identification						
RL	016 13 0 00 00 001 00 0 01		010-0161300000001000						
Owner ID	ECKM00000	ECK, MARY ROSE (LE)							
Taxpayer ID	ECKM00000	ECK, MARY ROSE (LE)							
3733 NE 170			67025						
Subdivision	Unknown	Block	Lot(s)	Section	13	Township	27	Range	05
Tract 1 EVA 1973									
Year	Statement #	Line #	Warrant #	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid	
2023	0002579	001		1,256.18	1,256.18	1,256.18	Yes	No	

\* - Does not include all interest, penalties and fees.

For delinquent tax pay off amount contact Kingman County Treasurer, 130 N. Spruce, Kingman KS, 67068, (620) 532-3461.





Print Current Tax Information

Type	CAMA Number		Tax Identification						
RL	016 13 0 00 00 002 00 0 01		010-0161300000002000						
Owner ID	ECKM00000	ECK, MARY ROSE (LE)							
Taxpayer ID	ECKM00000	ECK, MARY ROSE (LE)							
0 NE 40			67025						
Subdivision	Unknown	Block	Lot(s)	Section	13	Township	27	Range	05
Tract 1 EVA1973-A									
Year	Statement #	Line #	Warrant #	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid	
2023	0002580	001		0.00	0.00	0.00	Yes	Yes	

\* - Does not include all interest, penalties and fees.

For delinquent tax pay off amount contact Kingman County Treasurer, 130 N. Spruce, Kingman KS, 67068, (620) 532-3461.

## Commitment Cover Page

Order Number: **3062915**

Delivery Date: **03/06/2024**

Property Address: **3733 N 170th Ave, Cheney, KS 67025**

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**For Closing Assistance**

Courtney Ellithorpe  
410 N. Main Street  
Kingman, KS 67068  
Office: (620) 532-2011  
[cellithorpe@security1st.com](mailto:cellithorpe@security1st.com)

Gail Brown  
410 N. Main Street  
Kingman, KS 67068  
Office: (620) 532-2011  
[gbrown@security1st.com](mailto:gbrown@security1st.com)

**For Title Assistance**

Regina Adelhardt  
410 N. Main Street  
Kingman, KS 67068  
Office: (620) 532-2011  
[radelhardt@security1st.com](mailto:radelhardt@security1st.com)

---

**Seller/Owner**

Elaine M. Squires  
Delivered via: Electronic Mail

**Seller/Owner**

Belinda S. Rausch  
Delivered via: Electronic Mail

**Seller/Owner**

Nancy J. Eck Jackson  
Delivered via: Electronic Mail

**Seller/Owner**

John J. Eck, II  
Delivered via: Electronic Mail

**Agent for Seller**

Gene Francis & Associates LLC  
Attention: Katie Detmer  
12140 W K-42 Hwy  
Wichita, KS 67215  
(316) 214-1715 (Cell)  
(316) 524-8345 (Work)  
(316) 524-1412 (Work Fax)  
[katie@genefrancis.com](mailto:katie@genefrancis.com)  
Delivered via: Electronic Mail

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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 Fees

Date: **03/06/2024**  
Order Number: **3062915**  
Property Address: **3733 N 170th Ave, Cheney, KS 67025**  
Buyer(s): **A Legal Entity To Be Determined**  
Seller(s): **Elaine M. Eck Trego a/k/a Elaine M. Squires and Belinda Rausch a/k/a Belinda S. Rausch and Nancy Eck Jackson a/k/a Nancy J. Eck Jackson and John J. Eck, II**

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (TBD)	<b>Total TBD</b>
If Security 1st Title will be closing this transaction, the fees listed above will be collected at closing.	
<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:

[Kingman county recorded 12/04/2023 at book M269 page 137](#)  
[Kingman county recorded 09/05/2013 at book 222 page 162](#)  
[Kingman county recorded 08/21/1997 under reception no. 1997P77](#)  
[Kingman county recorded 07/21/1997 at book 189 page 377](#)  
[Kingman county recorded 06/14/1889 at book 20 page 160](#)

### Tax Information:

048-016-13-0-00-00-001.00-0 - Tract 1, 048-016-13-0-00-00-002.00-0 - Tract 2

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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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## ALTA COMMITMENT FOR TITLE INSURANCE

issued by  
First American 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.

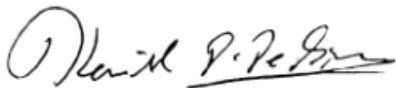
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, FIRST AMERICAN TITLE INSURANCE COMPANY, a California 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.

#### FIRST AMERICAN TITLE INSURANCE COMPANY

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

#### Issuing Agent: Security 1st Title

 Security 1<sup>st</sup> Title

**Regina Adelhardt**  
(620) 532-2011 (Work)  
(620) 532-5383 (Work Fax)  
[radelhardt@security1st.com](mailto:radelhardt@security1st.com)

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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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**Transaction Identification Data for reference only:**

Issuing Agent:	<b>Security 1st Title</b>	Buyer:	<b>A Legal Entity To Be Determined</b>
Issuing Office:	<b>410 N. Main Street Kingman, KS 67068</b>	Title Contact:	<b>Regina Adelhardt (620) 532-2011 (Work) (620) 532-5383 (Work Fax) <a href="mailto:radelhardt@security1st.com">radelhardt@security1st.com</a></b>
ALTA Universal ID:	<b>0001194</b>		
Loan ID Number:			
Commitment No.:	<b>KS-C3062915-KM</b>		
Property Address:	<b>3733 N 170th Ave Cheney, KS 67025</b>		

**SCHEDULE A**

**1. Commitment Date:**

02/28/2024 at 7:00 AM

**2. Policy to be issued:**

ALTA Owner's Policy 07-01-2021  
Proposed Insured: A Legal Entity To Be Determined  
The estate or interest to be insured: Fee Simple

TBD

**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:**

Elaine M. Eck Trego a/k/a Elaine M. Squires, an undivided 1/4 interest  
and  
Belinda Rausch a/k/a Belinda S. Rausch, an undivided 1/4 interest  
and  
Nancy Eck Jackson a/k/a Nancy J. Eck Jackson, an undivided 1/4 interest  
and  
John J. Eck, II, an undivided 1/4 interest

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

Property description set forth in Exhibit A attached hereto and made a part hereof.

**Security 1st Title, LLC**

By:

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Commitment No.: KS-C3062915-KM

## Exhibit A

Tract 1:

Northeast Quarter (NE/4) of Section Thirteen (13), Township Twenty-seven (27) South, Range Five (5) West of the 6th P.M., Kingman County, Kansas, except a tract in Northwest corner of the NE/4 13-27S-05W, described as the South 70 feet of the North 100 feet of the West 200 feet.

Tract 1a:

A tract in Northwest corner, described as the South 70 feet of the North 100 feet of the West 200 feet, in the Northeast Quarter (NE/4) of Section Thirteen (13), Township Twenty-seven (27) South, Range Five (5) West of the 6th P.M., Kingman County, Kansas, as described on Warranty Deed recorded as Deed Book 20, Page [160](#)

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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, and recorded in the Public Records.
5. **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.**
6. **File a Warranty Deed from Elaine M. Eck Trego a/k/a Elaine M. Squires and Belinda Rausch a/k/a Belinda S. Rausch and Nancy Eck Jackson a/k/a Nancy J. Eck Jackson and John J. Eck II, stating marital status and joined by spouse, if any, to A Legal Entity To Be Determined.**
7. **Provide this company with a properly completed and executed Owner's Affidavit.**
8. **Recording Information for Kansas Counties:**

**Deed: \$21.00 (first page) + \$17.00 (each additional page)**

**Mortgage: \$21.00 (first page) + \$17.00 (each additional page)**

**Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page)**

**Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)**

**The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.**

**NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.**

**NOTE: For documents electronically recorded. There is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.**



## 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 fiscal year 2023 in the original amount of \$2,512.36. (Tract 1)**

**First Installment: \$1,256.18, Paid**

**Second Installment: \$1,256.18, Due on or before May 10, 2024**

**Property I.D. # 048-016-13-0-00-0001.0-0**

8. **General taxes and special assessments for the year 2023 in the amount of \$0.00, Exempt. (Tract 1a, Cemetery)**

**Property ID # 048-016-13-0-00-002.00-0**



9. A tract of land in the Northwest corner of NE/4 13-27-05, as described in Deed Book 20, Page 160, excepted for cemetery. Restrictions, either expressed or implied, limiting the use of the land for cemetery or burial purposes. No deed of recorded showing ownership of this tract.
- Rights of lot owners and others in and to the cemetery land and easements in their favor over the premises in question for the purposes of visitation.
  - Rights of parties and lot owners created by instruments filed or recorded with the cemetery corporation.
  - Rights of parties entitled thereto to keep therein bodies and remains of deceased persons now interred.
  - Statutory rights and powers of the State of Kansas and of the Municipality in or near which the premises in question is located, to regulate and control the use of the premises as a cemetery.
  - Existing unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through or under the lessees.
10. The possible existence of overhead or underground utility lines serving adjacent land or extending from the insured land onto adjacent land.
11. Subject to existing road, street or highway rights of way.
12. Rights or claims of parties in possession not shown by the public records.
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. 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 KINGMAN County Register of Deeds.

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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.
  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

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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 COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE

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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.

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## Privacy Notice

**Last Updated and Effective Date:** December 1, 2023

First American Financial Corporation and its subsidiaries and affiliates (collectively, “First American,” “we,” “us,” or “our”) describe in our full privacy policy (“Policy”), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, and disclose your personal information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Policy is posted (“Sites”); (2) when you use our products and services (“Services”); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method (“Communications”); (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies (“Third Parties”); and (5) when you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services (“B2B”). This shortened form of the Policy describes some of the terms contained in the Policy.

The Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that the Policy does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy policy can be found [here](#).

**What Type Of Personal Information Do We Collect About You?** We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Collect Your Personal Information?** We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

**How Do We Use Your Personal Information?** We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Disclose Your Personal Information?** We do not sell your personal information or share your personal information for cross-context behavioral advertising. We may, however, disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; (3) to service providers and contractors; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we disclose your personal information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Store and Protect Your Personal Information?** The security of your personal information is important to us. That is why we take all commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

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**How Long Do We Keep Your Personal Information?** We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

**International Jurisdictions:** Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Policy. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

**Changes to Our Policy** We may change the Policy from time to time. Any and all changes to the Policy will be reflected on this page and in the full Policy, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE POLICY.**

#### **For California Residents**

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. [To learn more, please visit https://www.firstam.com/privacy-policy/](https://www.firstam.com/privacy-policy/).

**Contact Us:** [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.

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## PRIVACY POLICY

### WHAT DOES SECURITY 1<sup>ST</sup> 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 1<sup>ST</sup> 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 1<sup>st</sup> Title notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How does Security 1<sup>st</sup> 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 1<sup>st</sup> 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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