

WEDNESDAY, JANUARY 8, 2025 • 11:00 AM CT

Auction: GF&A Auction Facility, 12140 W K-42 HWY, Wichita

Online Bidding: www.gavelroads.com



218± ACRES SEDGWICK COUNTY, KANSAS

Here are two outstanding tracts of land located less than 25 miles southwest of Wichita. Crop production has had highs of 111 bu/acre of Milo, 49 bu/acre of soybeans, and 80 bu/acre of wheat.

Tract 1: 62.33± acres of level cultivation consisting primarily of soil types Nilam loam and Tabler silty clay loam.

Tract 2: 155.7± acres of level cultivation. Soils are Nilam loam, Tabler silty clay loam, and Bethany silt loam.

Tract 1: Part of the E ½ SW ¼ SEC 35-29-4W

Tract 2: Part of the SE ¼ SEC 35-29-4W

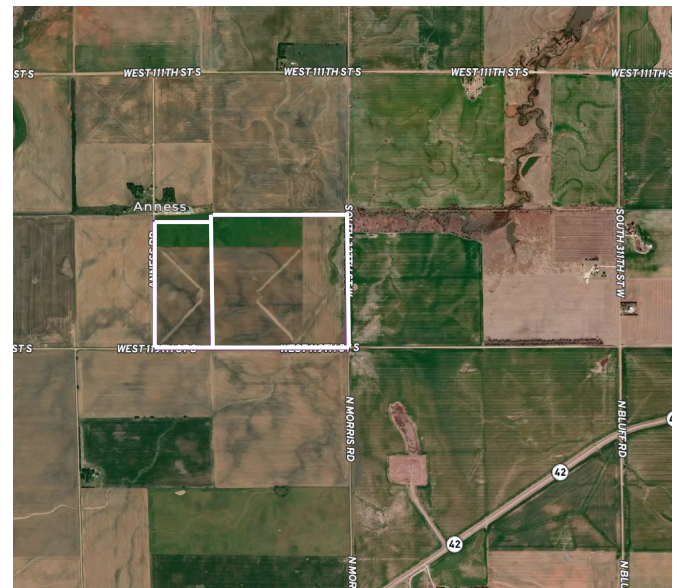
Possession: Upon Closing. Buyer to receive ⅓ of growing wheat. Buyer to pay ⅓ of fertilizer herbicide and crop insurance.

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

Taxes: Tract 1 is \$488.05 and Tract 2 is \$1,370.37 - Taxes will be prorated to the date of closing.

Location: To reach Tract 1 from Viola, travel west on West 111th St S for 4 miles. Proceed South on South 327th St West for 1 mile to West 119th St S and go west for ½ mile to the tract which is on the NE corner of West 119th St S and Anness Rd. To reach Tract 2 from Viola, travel west on West 111th St S for 4 miles. Proceed South on South 327th St West for ½ mile to the property.

Terms: Earnest money required and shall be paid the day of auction with the balance due on or before February 10, 2025. Earnest money to be paid: \$10,000 on Tract 1 and \$25,000 on Tract 2. The Buyer and Seller shall split equally in the cost of title insurance and the closing fee. Bidding is not contingent upon financing. Financing, if necessary, needs to be arranged and approved prior to the auction. Statements made the day of the auction take precedence over all printed advertising and previously made oral statements. Property sells in "as is" condition. Gene Francis & Associates is an agent of the Seller. Property is being sold in conjunction with Gavel Roads Online Auctions. Seller hereby notifies Buyer that Jason Gregory is related to the Seller and is a licensed Real Estate Agent in the State of Kansas.



Anness

ANNEX DR

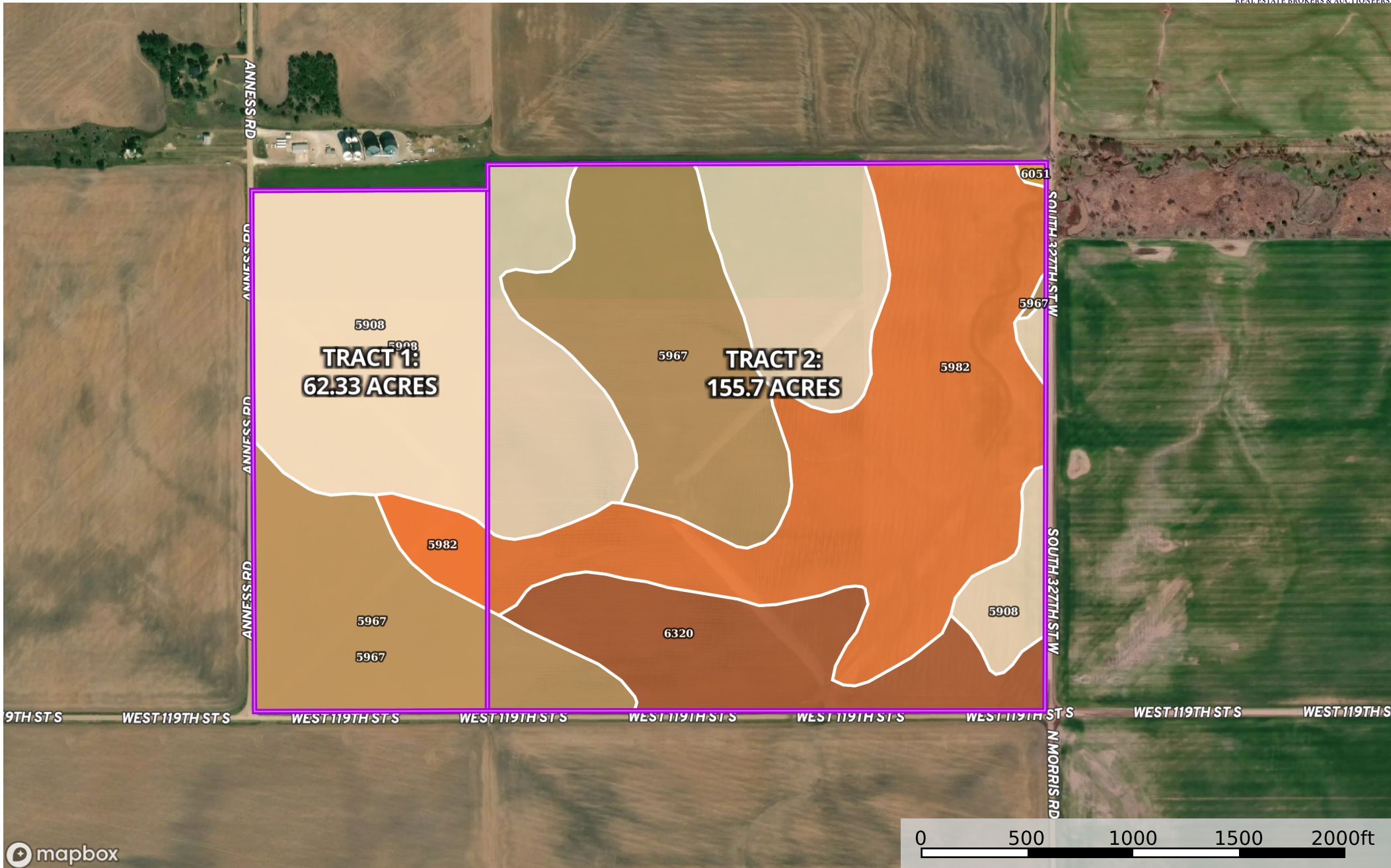
**TRACT 1:
62.33 ACRES**

**TRACT 2:
155.7 ACRES**

SOUTH 327TH ST W

WEST 119TH ST S

WEST 119TH ST S



mapbox

Boundary

|  All Polygons 280.29 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
5908	Nalim loam, 0 to 1 percent slopes	113.47	40.48	0	69	2c
5967	Tabler silty clay loam, 0 to 1 percent slopes	80.46	28.7	0	56	2s
5982	Nalim loam, 1 to 3 percent slopes	63.04	22.49	0	68	2e
6320	Bethany silt loam, 0 to 1 percent slopes	23.02	8.21	0	56	1
6051	Elandco silt loam, frequently flooded	0.3	0.11	0	50	5w
TOTALS		280.29(*)	100%	-	63.95	1.92

(*) 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.

|  Boundary 62.29 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
5908	Nalim loam, 0 to 1 percent slopes	36.32	58.3	0	69	2c
5967	Tabler silty clay loam, 0 to 1 percent slopes	22.21	35.65	0	56	2s
5982	Nalim loam, 1 to 3 percent slopes	3.76	6.04	0	68	2e
TOTALS		62.29(*)	100%	-	64.29	2.0

(*) 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.

|  Boundary 218.0 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
5908	Nalim loam, 0 to 1 percent slopes	77.15	35.39	0	69	2c
5982	Nalim loam, 1 to 3 percent slopes	59.28	27.19	0	68	2e
5967	Tabler silty clay loam, 0 to 1 percent slopes	58.25	26.72	0	56	2s
6320	Bethany silt loam, 0 to 1 percent slopes	23.02	10.56	0	56	1
6051	Elandco silt loam, frequently flooded	0.3	0.14	0	50	5w
TOTALS		218.0(*)	100%	-	63.85	1.9









(*) 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	•							

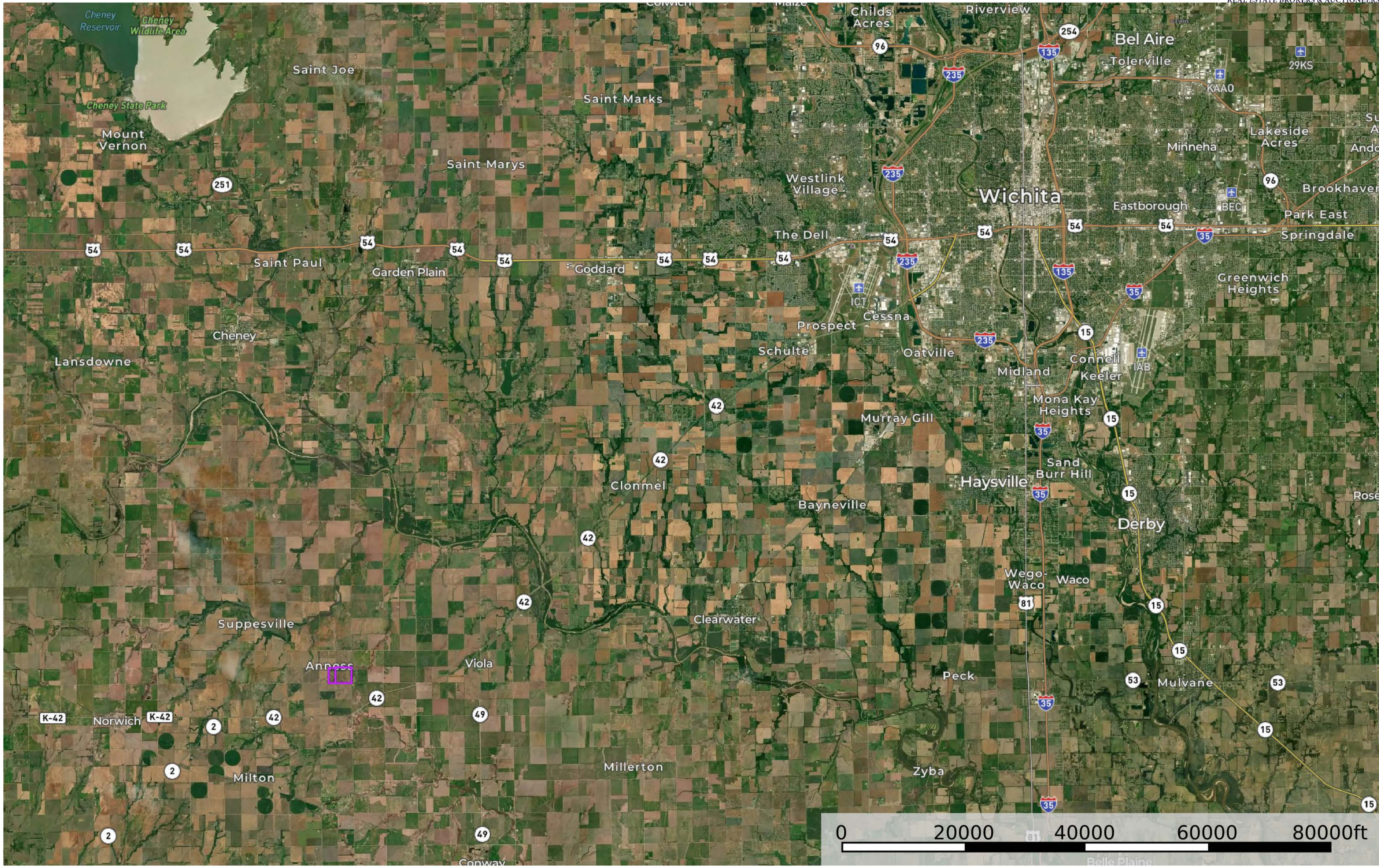
Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

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

Gregory

Kansas, 219 AC +/-



 Boundary 1

Commitment Cover Page

Order Number: **3108740**

Delivery Date: **12/23/2024**

Property Address: **No Situs Address , Milton, KS 67106**

For Closing Assistance

Gina Dixon
727 N Waco Ave
Ste 300
Wichita, KS 67203
Office: (316) 267-8371
gdixon@security1st.com

Andrea Stewart
727 N Waco Ave
Ste 300
Wichita, KS 67203
Office: (316) 267-8371
astewart@security1st.com

For Title Assistance

Scott Brown
727 N Waco Ave, Ste 300
Wichita, KS 67203
Office: (316) 293-1622
sbrown@security1st.com

Agent for Seller

InSite Real Estate Group
Attention: Jason Gregory
608 W. Douglas
Suite 106
Wichita, KS 67203
(316) 303-2627 (Cell)
jason@insitere.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 Fee Invoice

Date:	12/23/2024	Buyer(s):	A Legal Entity, to be determined
Order No.:	3108740	Seller(s):	Rocky G. Gregory AKA Rocky Gayle Gregory and Charlene K. Gregory
Issuing Office:	Security 1st Title 727 N Waco Ave, Ste 300 Wichita, KS 67203	Property Address:	No Situs Address , Milton, KS 67106

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (\$1,000.00)	\$545.00
Total \$545.00	
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.	
Thank you for your order!	

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:

- [Sedgwick county recorded 02/26/1992 at book 1227 page 641](#)
- [Sedgwick county recorded 01/03/2003 at book 2603 page 1155](#)
- [Sedgwick county recorded 03/25/2010 under reception no. 29130171](#)
- [Sedgwick county recorded 03/25/2010 under reception no. 29130174](#)
- [Sedgwick county recorded 06/09/2010 under reception no. 29147423](#)
- [Sedgwick county recorded 06/09/2010 under reception no. 29147424](#)
- [Sedgwick county recorded 02/27/2013 under reception no. 29355399](#)
- [Sedgwick county recorded 02/27/2013 under reception no. 29355401](#)

Tax Information:

[00260209](#)

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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.

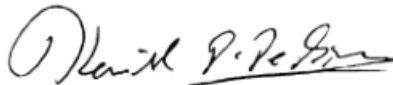
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

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, LLC



Security 1st Title

Scott Brown
727 N Waco Ave, Ste 300
Wichita, KS 67203
(316) 293-1622 (Work)
(316) 267-8115 (Work Fax)
sbrown@security1st.com

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Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title, LLC	Buyer:	A Legal Entity, to be determined
Issuing Office:	727 N Waco Ave, Ste 300 Wichita, KS 67203	Title Contact:	Scott Brown 727 N Waco Ave, Ste 300 Wichita, KS 67203 (316) 293-1622 (Work) (316) 267-8115 (Work Fax) sbrown@security1st.com
ALTA Universal ID:	1010831		
Loan ID Number:			
Commitment No.:	C-SB3108740-GD		
Property Address:	No Situs Address , Milton, KS 67106		

SCHEDULE A

1. Commitment Date:

12/12/2024 at 7:00 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:

Rocky G. Gregory AKA Rocky Gayle Gregory and Charlene K. Gregory

5. The Land is described as follows:

The Southeast Quarter of Section 35, Township 29 South, Range 4 West of the 6th P.M., Sedgwick County, Kansas.

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.
5. **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.**
6. **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: 2024

Full Amount: \$1,144.77, Not Paid

Tax Parcel Number: 00260209

7. **File a partial release of Mortgage dated March 13, 2013, recorded March 22, 2013, as Doc#/Flm-Pg: [29361364](#), made by Rocky G Gregory and Charlene Gregory aka Charlene K. Gregory, to High Plains Farm Credit, FLCA, in the amount of \$225,000.00.**

Cross Default and Cross Lien Agreement filed March 17, 2023 as Doc#/Flm-Pg: [30226995](#).

8. **File a release of Mortgage dated July 31, 2018, recorded August 09, 2018, as Doc#/Flm-Pg: [29790992](#), made by Rocky G. Gregory and Charlene Gregory aka Charlene K. Gregory, to High Plains Farm Credit, in the amount of \$275,000.00.**

Subordination Agreement filed April 28, 2023 as Doc#/Flm-Pg: [30235437](#).

Subordination Agreement filed April 28, 2023 as Doc#/Flm-Pg: [30235438](#).

9. **File a partial release of the Mortgage dated February 13, 2023, recorded February 21, 2023, as Doc#/Flm-Pg: [30222092](#), made by Charlene Gregory aka Charlene k Gregory and Rocky G Gregory aka Rocky Gregory, to High Plains Farm Credit, PCA, in the amount of \$500,000.00.**
10. **File a partial release of Mortgage dated March 07, 2023, recorded March 13, 2023, as Doc#/Flm-Pg: [30226236](#), made by Rocky G. Gregory a.k.a. Rocky Gayle Gregory and Charlene Gregory, to High Plains Farm Credit, FLCA, in the amount of \$239,822.32.**

Cross Default and Cross Lien Agreement filed March 17, 2023 as Doc#/Flm-Pg: [30226995](#).

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11. File a satisfactory Affidavit of Non Production sufficient to show no production as to the property contained in the following:

Oil and gas lease executed between K. Gayle Gregory and Barbara A. Gregory, lessor, and Continental Energy Leasing, lessee, filed July 17, 1981 as Film 486, Page [1330](#). and refiled September 2, 1981 as Film 493, Page [805](#).

Oil and gas lease executed between Rodney Dee Gregory, Dianna June Gregory, Roger Kent Gregory, Peggy Gregory, Rocky Gayle Gregory and Charlene K. Gregory, lessor, and J. Fred Hambright, lessee, filed June 25, 2009 recorded in/on Doc#/Flm-Pg: [29071262](#), affidavit of lease extension filed May 8, 2012, as Doc#/Flm-Pg: [29289288](#).

12. File a Warranty Deed from Rocky G. Gregory AKA Rocky Gayle Gregory and Charlene K. Gregory, stating marital status and joined by spouse, if any, to A Legal Entity, to be determined.
13. Provide this company with a properly completed and executed Owner's Affidavit.
14. 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: Beginning January 1, 2019, Mortgage Registration Tax is no longer required in the State of Kansas.)

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 year 2025, and subsequent years, none now due and payable.**

NOTE: We reserve the right to amend the above exception if any taxes remain due and payable, but not delinquent, for the current tax year.

8. **Roadway easement, if any, over the South 20 feet and East 20 feet of subject property.**
9. **Rights or claims of parties in possession not shown by the public records.**



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 or toll free at 1-866-718-0097.

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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?
For our everyday business purposes —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
For our marketing purposes —to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes —information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
For our affiliates' everyday business purposes —information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. 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	
How often does Security 1st Title notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How does Security 1st Title protect my personal information?	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.
How does Security 1st Title collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <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>
What sharing can I limit?	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.
Contact Us	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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Commitment Cover Page

Order Number: **3108741**

Delivery Date: **12/23/2024**

Property Address: **No Situs Address, Milton, KS 67106**

For Closing Assistance

Gina Dixon
727 N Waco Ave
Ste 300
Wichita, KS 67203
Office: (316) 267-8371
gdixon@security1st.com

Andrea Stewart
727 N Waco Ave
Ste 300
Wichita, KS 67203
Office: (316) 267-8371
astewart@security1st.com

For Title Assistance

Scott Brown
727 N Waco Ave, Ste 300
Wichita, KS 67203
Office: (316) 293-1622
sbrown@security1st.com

Agent for Seller

InSite Real Estate Group
Attention: Jason Gregory
608 W. Douglas
Suite 106
Wichita, KS 67203
(316) 303-2627 (Cell)
jason@insitere.com
Delivered via: Electronic Mail

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Title Fee Invoice

Date: 12/23/2024 Buyer(s): A Legal Entity, to be determined
Order No.: 3108741 Seller(s): Rocky G. Gregory a/k/a Rocky Gayle
Issuing Office: Security 1st Title Gregory and Charlene K. Gregory
727 N Waco Ave, Ste 300 Property: No Situs Address, Milton, KS 67106
Wichita, KS 67203 Address:

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (\$1,000.00)	\$545.00
	Total \$545.00
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.	
Thank you for your order!	

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:

[Sedgwick county recorded 11/08/1972 at book 37 page 1266](#)
[Sedgwick county recorded 02/26/1992 at book 1227 page 641](#)
[Sedgwick county recorded 01/03/2003 at book 2603 page 1155](#)
[Sedgwick county recorded 03/25/2010 under reception no. 29130171](#)
[Sedgwick county recorded 03/25/2010 under reception no. 29130174](#)
[Sedgwick county recorded 06/09/2010 under reception no. 29147423](#)
[Sedgwick county recorded 06/09/2010 under reception no. 29147424](#)
[Sedgwick county recorded 02/27/2013 under reception no. 29355399](#)
[Sedgwick county recorded 02/27/2013 under reception no. 29355401](#)

Tax Information:

[00260212](#)

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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.

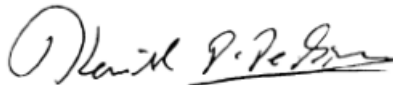
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

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, LLC



Security 1st Title

Scott Brown
727 N Waco Ave, Ste 300
Wichita, KS 67203
(316) 293-1622 (Work)
(316) 267-8115 (Work Fax)
sbrown@security1st.com

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Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title, LLC	Buyer:	A Legal Entity, to be determined
Issuing Office:	727 N Waco Ave, Ste 300 Wichita, KS 67203	Title Contact:	Scott Brown 727 N Waco Ave, Ste 300 Wichita, KS 67203 (316) 293-1622 (Work) (316) 267-8115 (Work Fax) sbrown@security1st.com
ALTA Universal ID:	1010831		
Loan ID Number:			
Commitment No.:	C-SB3108741-GD		
Property Address:	No Situs Address, Milton, KS 67106		

SCHEDULE A

1. Commitment Date:

12/12/2024 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

\$1,000.00

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:

Rocky G. Gregory a/k/a Rocky Gayle Gregory and Charlene K. Gregory

5. The Land is described as follows:

All of that part of the Southwest Quarter of Section 35, Township 29 South, Range 4 West of the 6th P.M., Sedgwick County, Kansas, lying east of a public road, which runs directly south from Main Street in the Town of Anness, now vacated (including Blocks 33, 34, 35, 36, and 37 in Town of Anness).

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.
5. **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.**
6. **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: 2024

Full Amount: \$413.32, Not Paid

Tax Parcel Number: 00260212

7. **File a partial release of the Mortgage dated February 13, 2023, recorded February 21, 2023, as Doc#/Flm-Pg: [30222092](#), made by Charlene Gregory and Rocky Gregory, to High Plains Farm Credit, in the amount of \$500,000.00.**
8. **File a partial release of the Mortgage dated March 7, 2023, recorded March 13, 2023, as Doc#/Flm-Pg: [30226236](#), made by Rocky G. Gregory a/k/a Rocky Gayle Gregory and Charlene Gregory, to High Plains Farm Credit, FLCA, in the amount of \$266,434.79.**

Cross Default and Cross Lien Agreement filed March 17, 2023 as Doc#/Flm-Pg: [30226995](#).

9. **File a satisfactory Affidavit of Non Production sufficient to show no production as to the property contained in the following:**

Oil and gas lease executed between K. Gayle Gregory and Barbara A. Gregory, lessor, and Continental Energy Leasing, lessee, filed July 17, 1981 as Film 486, Page [1330](#). and refiled September 2, 1981 as Film 493, Page [805](#).

Oil and gas lease executed between Rodney Dee Gregory, Dianna June Gregory, Roger Kent Gregory, Peggy Gregory, Rocky Gayle Gregory and Charlene K. Gregory, lessor, and J. Fred Hambright, lessee, filed June 25, 2009 recorded in/on Doc#/Flm-Pg: [29071262](#), affidavit of lease extension filed May 8, 2012, as Doc#/Flm-Pg: [29289288](#).

10. **File a Warranty Deed from Rocky G. Gregory a/k/a Rocky Gayle Gregory and Charlene K. Gregory, husband and wife, to A Legal Entity, to be determined.**

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11. Provide this company with a properly completed and executed Owner's Affidavit.
12. 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.

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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 2025, and subsequent years, none now due and payable.**

NOTE: We reserve the right to amend the above exception if any taxes remain due and payable, but not delinquent, for the current tax year.

8. **Roadway easement, if any, over the south 20 feet of subject property.**
9. **Rights or claims of parties in possession not shown by the public records.**



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 or toll free at 1-866-718-0097.

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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?
For our everyday business purposes —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
For our marketing purposes —to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes —information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
For our affiliates' everyday business purposes —information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. 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	
How often does Security 1st Title notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How does Security 1st Title protect my personal information?	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.
How does Security 1st Title collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <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>
What sharing can I limit?	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.
Contact Us	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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