GENE FRANCIS & ASSOCIATES
REAL ESTATE - AUCTIONS

Live & Online
LAND AUCTION

76± Acres

Sumner County, KS

Wednesday, Oct 21 at 11:00 AM CT

Auction Location:
Viola Community Hall
100 N Grice St, Viola, KS

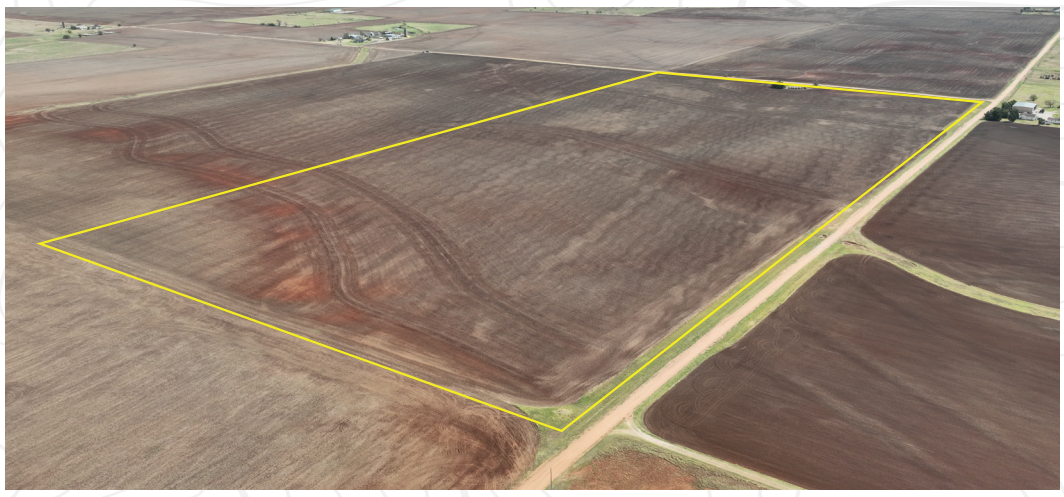
Online Bidding:
gavelroads.com

CULTIVATION | AGRICULTURAL PROPERTY
00000 W 60th Ave N, Conway Springs, KS

This 76± acre tract consists primarily of productive tillable farmland, located one mile off K-49 Hwy, providing easy access for agricultural equipment.

The property features soils suitable for crop production and a layout that supports efficient farming practices. The NCCPI soil rating is 44.49, soils range from Renfrow-Grainola complex with 1 to 3 percent slope and Kirkland silt loam. Wheat was harvested in the summer of 2026 and will be planted wheat for 2027. The tract presents an opportunity to invest in Kansas farmland.

Located just south of Conway Springs, the property is well-positioned for local operators or investors seeking to add to their acreage base. Utilities are nearby, offering flexibility for future use. Buyer will take possession after the wheat harvest 2027.



Property Highlights
- Productive Farmland
- One Mile From Paved K-49
- Three Miles South of Conway Springs

Legal Description: S15, T31, R03W, ACRES 76.4, S2-SE4 LESS ROW

Location: Northwest corner of W 60th Ave N & Springdale Rd

Driving Directions: 3 miles south of Conway Springs on K-49 and ½ mile east on W 60th Ave N

Taxes: $88.12 (2025) 2026 taxes will be prorated to the closing date.

Possession: After the 2027 wheat harvest

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

Terms: Earnest money required and shall be paid the day of auction with the balance due on or before November 23, 2026. Earnest money to be paid: $5,000. The property is selling in "as is" condition and is accepted by the Buyer without any expressed or implied warranties. It is the Buyer's responsibility to have any and all inspections completed prior to bidding. The Buyer and Seller shall split equally in the cost of title insurance and the closing fee. Bidding is not contingent upon financing. If necessary, financing needs to be arranged and approved before the auction. Statements made on the day of the auction take precedence over all printed advertising and previously made oral statements. Gene Francis & Associates is an agent of the Seller. There is no Buyer's premium. Broker registration must be received no later than 24 hours prior to the auction.

EST. 1984

Andrew Pauly
Real Estate Agent
316-619-2918

Tyler Francis
Broker & Auctioneer
316-734-7342

genefrancis.com

GAVEL ROADS ONLINE AUCTIONS

Print Page

These Links May Require Adobe Acrobat Reader, Click here to Download it.

View Tax Information --- View Sketch --- View Property Image --- View GIS Map --- Back to Search Page --- Home

The Parcel Number for this Property is 096-085-15-0-00-00-005.00-0
Quick Ref ID: 5217

Owner Information

Owner Name	MOURNING,JOYCE & GLEN L;REV TR
Address	204 W LAVERN LN GARDEN PLAIN, KS 67050

Property Situs Address

Address	00000 W 60TH AVE N, Conway Springs, KS 67031

Land Based Classification System

Function	Farming / ranch land (no improvements)
Activity	Farming, plowing, tilling, harvesting, or related activities
Ownership	Private-fee simple
Site	Dev Site - crops, grazing etc - no structures

General Property Information

Prop Class	Agricultural Use - A
Living Units	
Zoning	
Neighborhood	605
Tax Unit Group	086

2026 Appraised Value

Class	Land	Building	Total
Agricultural Use - A	1,980	0	1,980
Total	1,980	0	1,980

2025 Appraised Value

Class	Land	Building	Total
Agricultural Use - A	2,410	0	2,410
Total	2,410	0	2,410

Tract Description

S15, T31, R03W, ACRES 76.4, S2-SE4 LESS ROW Deed Book/Page 0296/0252 0614/0384

Deed Information

Book1	Page1	Book2	Page2	Book3	Page3	Book4	Page4

0296	**0252**	**0614**	**0384**				

Agricultural Land

Ag Type	Ag Acres	Soil Unit	Irr Type	Well Depth	Acre Feet	Acre Ft/Ac	Adj Code	Govt Prog	Base Rate	Adj Rate	Ag Value
Native Grass - NG	0.4	6421				0			51	51	20
Dry Land - DR	24	6354				0			50	50	1,200
Dry Land - DR	35.8	6421				0			10	10	360
Dry Land - DR	10.5	5480				0			10	10	110
Dry Land - DR	4.8	6356				0			44	44	210
Tame Grass - TG	0.9	6421				0			92	92	80

Ag Land Summary

Dry Land Acres	75.1
Irrigated Acres	0
Native Grass Acres	0.4
Tame Grass Acres	0.9
Total Ag Acres	76.4
Total Ag Use Value	1,980
Total Ag Market Value	224,030

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View Tax Information --- View Sketch --- View Property Image --- View GIS Map --- Back to Search Page --- Home

Parcel Search powered by Aumentum™ TECHNOLOGIES

Tax History Inquiry for MOURNING,JOYCE & GLEN L;REV TR

View Parcel Information --- Tax Search Page

Property Address
W 60TH AVE N

Tax ID	Sec-Twn-Rng	Sub	Blk	Lot	Description	Parcel Id/Cama	Parcel Classes
2025 RealEstate - SDT141A	15-31-03W				S15, T31, R03W, ACRES 76.4, S2-SE4 LESS; ROW	085-15-0-00-00-005.00-0	Agricultural Real Estate

Tax Unit	USD	Cty/Twn	Assessed Valuation	Mill Levy	Ad Valorem	Special Assessments	Total Tax	Total Paid	Dlq	Book-Page	Date of Transfer
086	356	SPRINGDALE	$723	121.89	$88.14	$0	Amount $88.14	Amount $88.14	No	0930R - 0592	03/10/14

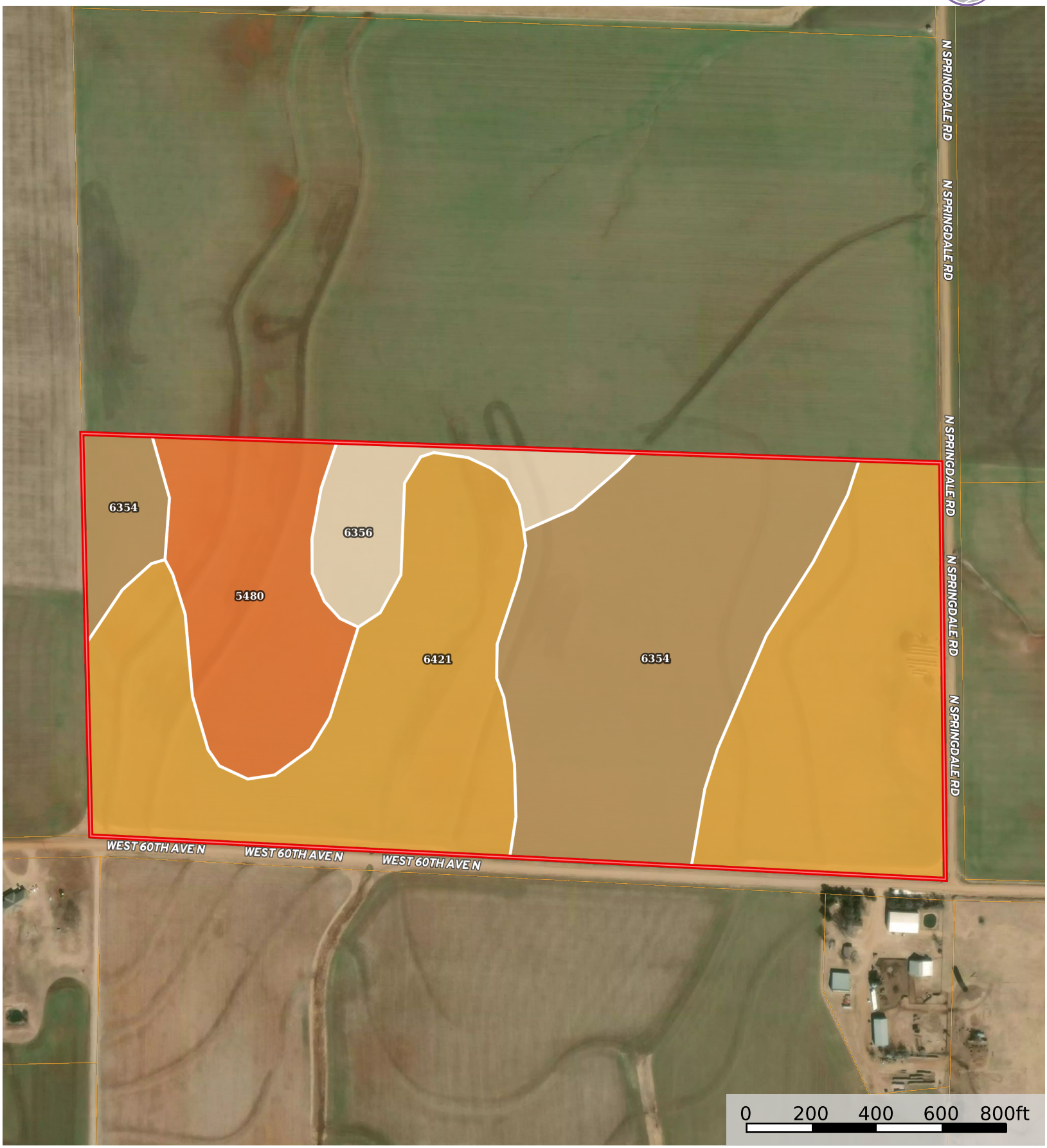
Click here for Additional Years

View Parcel Information --- Tax Search Page

Tax Search powered by Aumentum™ TECHNOLOGIES

.

Kansas, AC +/-



Boundary

Gene Francis

P: 316-524-8345 https://genefrancis.com/ 12140 W K-42 Hwy, Wichita, KS

The information contained herein was obtained from sources deemed to be reliable.
Land id® Services makes no warranties or guarantees as to the completeness or accuracy thereof.

| Boundary 76.39 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
6421	Renfrow-Grainola complex, 1 to 3 percent slopes	37.08	48.53	0	43	3e
6354	Kirkland silt loam, 0 to 1 percent slopes, cool	24.02	31.44	0	53	3s
5480	Wellsford clay loam, 1 to 3 percent slopes	10.53	13.78	0	27	4e
6356	Kirkland silt loam, 1 to 3 percent slopes	4.76	6.23	0	52	2s
TOTALS		76.39(*)	100%	-	44.49	3.08

(*) 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

Security 1st Title

Commitment Cover Page

Order Number: **3215809**

Delivery Date: **10/01/2026**

Property Address: **00000 W. 60th Ave. N., Conway Springs, KS 67031**

For Closing Assistance

Teresa Anders
116 E. Harvey Avenue
Wellington, KS 67152
Office: (620) 326-7460
tanders@security1st.com

Jodie Heath
116 E. Harvey Avenue
Wellington, KS 67152
Office: (620) 326-7460
jaheath@security1st.com

For Title Assistance

Chelsea Scott
116 E. Harvey Avenue
Wellington, KS 67152
Office: (620) 326-7460
cscott@security1st.com

Buyer/Borrower
A legal entity to be determined
Delivered via: Electronic Mail

Agent for Seller
Gene Francis & Associates
Attention: Gene Francis
12140 W K-42 Hwy
Wichita, KS 67215
(316) 641-3120 (Cell)
(316) 524-8345 (Work)
(316) 524-1412 (Work Fax)
gene@genefrancis.com
Delivered via: Electronic Mail

Seller/Owner
Glen L. Mourning and Joyce Mourning Revocable Living Trust
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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AMERICAN LAND TITLE ASSOCIATION

Security 1st Title

Title Fee Invoice

Date:	**10/01/2026**	Buyer(s):	**A legal entity to be determined**
Order No.:	**3215809**	Seller(s):	**Glen L. Mourning and Joyce Mourning Revocable Living Trust created by Agreement dated the 29th day of February, 2000**
Issuing Office:	**Teresa Anders Security 1st Title 116 E. Harvey Avenue Wellington, KS 67152**	Property Address:	**00000 W. 60th Ave. N., Conway Springs, KS 67031**

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 ($1,000.00)	$420.00
	Total $420.00
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:

Sumner county recorded 01/22/2003 at book 614 page 384

Tax Information:

SDT141A

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AMERICAN LAND TITLE ASSOCIATION

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 EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska 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: _____
Sally F. Tyler, President

By: _____
William J. Aulbert, Secretary

Issuing Agent: Security 1st Title, LLC

Security 1st Title

Chelsea Scott
(620) 326-7460
cscott@security1st.com
(620) 326-2357

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AMERICAN LAND TITLE ASSOCIATION

Transaction Identification Data for reference only:

Issuing Agent:	**Security 1st Title, LLC**	Buyer:	**A legal entity to be determined**
Issuing Office:	**116 E. Harvey Avenue Wellington, KS 67152**	Title Contact:	**Chelsea Scott (620) 326-7460 cscott@security1st.com (620) 326-2357**
ALTA Universal ID:	**1100301**		
Loan ID Number:			
Commitment No.:	**KS-C3215809**		
Property Address:	**00000 W. 60th Ave. N., Conway Springs, KS 67031**		

SCHEDULE A

1. **Commitment Date:**

   09/18/2026 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:**

   Glen L. Mourning and Joyce Mourning Revocable Living Trust created by Agreement dated the 29th day of February, 2000

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

   South Half of the Southeast Quarter of Section 15, Township 31 South, Range 3 West of the 6th P.M., Sumner County, Kansas

Security 1st Title

By: _____

David Armagost, President

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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. **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: 2025
   Full Amount: $88.14, Paid
   Tax Parcel Number: SDT141A

7. **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.**

8. **Furnish for our approval a Certification of Trust that is given pursuant to KSA 58a-1013 of the Kansas Uniform Trust Code, which may be executed by any of the current trustees of the Glen L. Mourning and Joyce Mourning Revocable Living Trust created by Agreement dated the 29th day of February, 2000.**

   In the alternative, we may be provided with said Trust together with all amendments thereto. We reserve the right to make additional requirements we deem necessary.

9. **File a Trustee's Deed from Glen L. Mourning and Joyce Mourning Revocable Living Trust created by Agreement dated the 29th day of February, 2000 to A legal entity to be determined.**

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

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

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11. 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 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 2026, 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 and East of subject property.**

9. **The terms and provisions contained in the document entitled "Memorandum of Participation and Development Agreement" filed as Book 867, Page 1.**

10. **The terms and provisions contained in the document entitled "Memorandum of Wind Farm Lease and Easement Agreement" filed as Book 930, Page 592.**

11. **Rights of the owners of the mineral estate as conveyed or reserved on/in Book 286, Page 416, and of the parties claiming thereunder.**

12. **Terms and provisions of the oil and gas leases executed between Bernetta E. Wolke, a widow, lessor, and J. Fred Hambright, lessee, filed May 12, 1976 recorded in/on Book P-179, Page 276, Unitization recorded in/on Book 223, Page 6, together with all subsequent assignments and conveyances.**

    NOTE: If there is no production of oil and gas from all of the property covered by the above lease, if any set terms including options to renew in the lease have expired, and we are furnished with a properly executed affidavit of Non-Production, the above exception will not appear on the policy to be issued.

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13. **Terms and provisions of the oil and gas leases executed between The Glen L. Mourning and Joyce C. Mourning Revocable Trust dated 2/29/2000, lessor, and SandRidge Exploration and Production, L.L.C., lessee, filed April 04, 2011 recorded in/on Book 830, Page 239; Extension filed January 23, 2014, recorded in/on Book 924, Page 169, together with all subsequent assignments and conveyances.**

    NOTE: If there is no production of oil and gas from all of the property covered by the above lease, if any set terms including options to renew in the lease have expired, and we are furnished with a properly executed affidavit of Non-Production, the above exception will not appear on the policy to be issued.

14. **The terms and provisions contained in the Affidavit of Memorandum of Agreement between Targa Pipeline Mid-Continent Westok LLC and Sandridge Exploration and Production LLC, filed April 1, 2016 in Book 975, Page 186. NOTE: This is a blanket document that is indexed in all Sections, Townships and Ranges in Sumner County, Kansas and may or may not pertain to the subject property set forth in Schedule A herein.**

15. **Tenancy rights, if any, either month-to-month or by virtue of written leases, of parties now in possession of any part of the premises described herein.**

16. **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.**

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

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COMMITMENT CONDITIONS

1. DEFINITIONS
   a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
   b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
   c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
   e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
   g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
   i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
   j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   a. the Notice;
   b. the Commitment to Issue Policy;
   c. the Commitment Conditions;
   d. Schedule A;
   e. Schedule B, Part I—Requirements; and
   f. Schedule B, Part II—Exceptions; and
   g. a signature by the Company or its issuing agent that may be in electronic form.
4. COMPANY'S RIGHT TO AMEND
   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any

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liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY
    a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
        i. comply with the Schedule B, Part I—Requirements;
        ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
        iii. acquire the Title or create the Mortgage covered by this Commitment.
    b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
    c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
    d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
    e. The Company is not liable for the content of the Transaction Identification Data, if any.
    f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
    g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
    a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
    b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
    c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
    d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
    e. Any amendment or endorsement to this Commitment must be in writing.
    f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT
   The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. PRO-FORMA POLICY
   The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. CLAIMS PROCEDURES
   This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. CLASS ACTION
    ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A

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

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

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AMERICAN LAND TITLE ASSOCIATION

First American Title™

Privacy Notice

Last Updated and Effective Date: December 1, 2024

First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") describe in our full privacy notice ("Notice"), which can be found at **https://www.firstam.com/privacy-policy/**, how we collect, use, store, sell or share your personal information when: (1) you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Notice is posted ("Sites"); (2) you use our products and services ("Services"); (3) you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) 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 Notice describes some of the terms contained in the full Privacy Notice. Personal information is sometimes also referred to as personal data, personally identifiable information or other like terms to mean any information that directly or indirectly identifies you or is reasonably capable of being associated with you or your household. However, certain types of information are not personal information and thus, not within the scope of our Notice, such as: (1) publicly available information; and (2) de-identified and aggregated data that is not capable of identifying you. If we use de-identified or aggregated data, we commit to maintain and use the information in a nonidentifiable form and not attempt to reidentify the information, unless required or permitted by law.

This Notice 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 this Notice does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy notice 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 may 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; and (3) for legal process and protection. Although we do not "sell" your information in the traditional sense, the definition of "sale" is broad under the CCPA that some disclosures of your information to third parties may be considered a "sale" or "sharing" for targeted advertising. 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. 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.

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 Notice. 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 Notice We may change the Notice from time to time. Any and all changes to the Notice will be reflected on this page and in the full Notice, and where appropriate provided in person or by another electronic method.

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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 NOTICE.

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 ("CCPA"). To learn more, please visit **https://www.firstam.com/privacy-policy/**.

Contact Us: **dataprivacy@firstam.com** or toll free at 1-866-718-0097.

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AMERICAN LAND TITLE ASSOCIATION

Security 1st Title

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?	We collect your personal information, for example, when you • request insurance-related services • provide such information to us 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.
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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