



**ALTA COMMITMENT FOR TITLE INSURANCE**

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

**NOTICE**

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO 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, Old Republic National Title Insurance Company, (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.

Issued By:

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

*Brent Wa*

By

*C Monroe*

President

\_\_\_\_\_  
Authorized Signatory

Attest

*Kent Lewis*

Secretary

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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 counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

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

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5. 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 - Exceptions does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

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

9. CLAIMS PROCEDURES

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

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10. CLASS ACTION

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

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

Issuing Agent: Acisure Title of Kansas  
Issuing Office: 615 N Main St, El Dorado, KS 67042  
Issuing Office's ALTA® Registry ID: 1238779  
Loan ID No.:  
Commitment No.: BU-25-12715-1  
Issuing Office File No.: BU-25-12715  
Property Address: 233 N Main, Latham, KS 67072  
234 N Walnut St, Latham, KS 67072  
Revision No.: 1st Revised Commitment 5-7-2026/LT

**SCHEDULE A  
COMMITMENT**

1. Commitment Date: April 30, 2026 at 08:00 AM
2. Policy to be issued:
  - a. ALTA Owner's Policy (2021)  
Proposed Insured: To Be Determined  
Proposed Amount of Insurance: \$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:  
  
Wayne Calvin, Trustee of the Wayne Calvin Living Trust dated October 29, 2013
5. The Land is described as follows:  
  
Parcel 1  
  
Lots 13, 14, 15, 16, 17, and 18, all in Block 6 in the Original Town of Latham, Butler County, Kansas.  
  
Parcel 2  
  
Lots 19, 20, 21, and 22, all in Block 6 in the Original Town of Latham, Butler County, Kansas.

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## SCHEDULE B I COMMITMENT

### REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Based upon guidance issued by FinCEN on March 20, 2026, reporting persons are not currently required to file real estate reports with FinCEN pending the outcome of a federal court case. In the event FinCEN amends this guidance, please note the following: Based upon guidance issued by FinCEN on March 20, 2026, reporting persons are not currently required to file real estate reports with FinCEN pending the outcome of a federal court case. In the event FinCEN amends this guidance, please note the following: Effective March 1, 2026, the U. S. Department of Treasury's Financial Crimes Enforcement Network ("FinCEN") requires that a Real Estate Report ("FinCEN Report") be filed with FinCEN for certain residential real estate transfers, including purchases with all cash or without institutional lender financing, where at least one buyer or transferee is a legal entity, limited liability company, corporation, partnership, trust, trustee or other non-natural person. If the proposed transaction involves a reportable transfer, the buyer(s) and seller(s) must, prior to closing, provide all information and documentation necessary to complete and file the FinCEN Report. If the required information is not fully and timely provided, Acrisure Title of Kansas expressly reserves the right to withdraw as the settlement agent for the transaction. Additional information regarding FinCEN's reporting requirements is available at [www.fincen.gov/rre](http://www.fincen.gov/rre).
6. FURNISH an Owner's Affidavit and Certification.
7. RECORD A Trustee's Warranty Deed from Wayne Calvin, Trustee of the Wayne Calvin Living Trust dated October 29, 2013 to To Be Determined, along with the Kansas Real Estate Validation Questionnaire fully completed and signed to accompany the Deed.
8. Please be advised that our search did not disclose any open Mortgages of record. If you should have knowledge of any outstanding obligation, please contact us immediately for further review prior to closing.
9. The Company requires a copy of the fully executed sales contract setting forth the names of all parties and the sales price of the subject property and this commitment must be updated to show any additional exceptions and/or requirements prior to closing.

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## SCHEDULE B I

(Continued)

10. 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. Amount of Insurance, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
  
11. Furnish for our file the attached Certification of Trust as to the Wayne Calvin Living Trust dated October 29, 2013, to be completed by the Trustee(s). The right is reserved to make additional requirements and/or exceptions, including requirement of copies of the pertinent provisions of the trust document.

For information only"

Parcel 1

Tax ID: [9-32000](#)

Taxes for:	2025
General Tax:	\$681.40
Special Assessments:	\$0.00
Total:	\$681.40

Taxes for the year 2025 are paid in full.

Parcel 2

Tax ID: [9-33000](#)

Taxes for:	2025
General Tax:	\$36.72
Special Assessments:	\$0.00
Total:	\$36.72

Taxes for the year 2025 are paid in full.

Chain:

Statutory Warranty Deed from Wayne Calvin, a single man, by reason of the death of Helen Calvin on August 19, 2013 to Wayne Calvin, Trustee of the Wayne Calvin Living Trust dated October 29, 2013, dated October 29, 2013, recorded October 30, 2013, in [Book 2013, Page 27274](#).

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## SCHEDULE B II COMMITMENT

### EXCEPTIONS FROM COVERAGE

Policy No.: BU-25-12715-1

**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.

#### STANDARD EXCEPTIONS

2. (a) Rights or claims of parties in possession not shown by the public records.  
(b) Easements, or claims of easements not shown by the public records.  
(c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey.  
(d) Any lien, or right to a lien, for services, labor or material heretofore, or hereafter furnished, imposed by law and not shown by the public records.

#### SPECIAL EXCEPTIONS

3. General and special taxes for the year 2026 and subsequent years. Parcel 1 and 2
4. Oil and Gas Lease dated July 19, 1959, recorded July 23, 1959 in Misc. [Book 234, Page 112](#). Parcel 1
5. Oil and Gas Lease dated July 19, 1959, recorded July 23, 1959 in Misc. [Book 234, Page 116](#). Parcel 1
6. Easements, restrictions, reservations, building set-back lines, notes and access limitations which are shown on the recorded plat of [Original Town of Latham](#).
7. Rights of Tenants now in possession of the Land by either month-to-month or under written leases.

NOTE: This exception may be removed upon receipt of the signed seller(s) affidavit stating there are no tenants in possession of this property.

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