



Security 1st Title

PRELIMINARY TITLE SEARCH REPORT

Prepared By:
Security 1st Title
414 E. River
Eureka, KS 67045
Phone: 620-583-5020
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Contact: **Rita Anello**
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Report No: **2462605**

Report Effective Date: **July 12, 2021, at 7:30 a.m.**

Property Address: **211 "K" Road, Piedmont, KS 67122**

This Title Search Report is NOT a commitment to insure and is not to be construed as an Abstract of Title or Title Opinion. It has been issued as a Report as to the status of title for the specific benefit of **Sundgren Realty**, and as such should not be relied upon by any other party for any Real Estate Transaction. Any and all loss or damage that may occur by reason of any errors and omissions in this Company's Report is limited to \$1,000.00 and the fee it received for the preparation and issuance of this report, if any.

1. **Fee Simple** interest in the Land described in this Report is owned, at the Report Effective Date, by

Matthew H. Crook and Tamara M. Crook

2. The Land referred to in this Report is described as follows:

SEE ATTACHED EXHIBIT A

3. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following requirements, along with any other matters that may arise after the date of this report:

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.



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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. **Our search of the public records does not disclose a mortgage/deed of trust on the property. We must be advised if you have any knowledge of an unreleased mortgage/deed of trust, recorded or unrecorded. The Company reserves the right to make such further requirements as it deems necessary.**
6. **File a Warranty Deed from Matthew H. Crook and Tamara M. Crook, stating marital status and joined by spouse, if any, to To Be Determined.**
7. **Provide this Company with a properly completed and executed Owner's Affidavit.**
8. **Recording Fees and 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



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third-party service fee of \$5.00 per document, which is in addition to the County recording fees.

4. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any other matters that may arise after the date of this report:
 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.
 6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records
 7. **General taxes and special assessments for the fiscal year 2020 in the amount of \$5,966.86, Paid.**
Property ID # [1-04368](#)
 8. **Terms and provisions of the oil and gas lease executed between Matthew H. Crook and Tamara M. Crook, lessor, and Murfin Drilling Company, Inc., lessee, filed April 13, 2015, recorded in/on [Lease Book 53, Page 91](#), 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



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renew in the lease have expired; and if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued. Said Affidavit must include the same land covered in the Lease.

9. Terms and provisions contained in the document entitled "Affidavit Of Extension Of Leases" filed November 1, 2017 as [Misc. Book 110, Page 47](#).
10. Terms and provisions of the oil and gas lease executed between Matthew H. Crook and Tamara M. Crook, his wife, lessor, and Murfin Drilling Company, Inc., lessee, filed January 6, 2012, recorded in/on [Lease Book 54, Page 44](#), 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 if a properly executed Affidavit of Non-Production is recorded, the above exception will not appear on the policy to be issued. Said Affidavit must include the same land covered in the Lease.

11. Easement granted to The Secretary of Transportation of the State of Kansas., as set forth in the instrument filed as [Misc. Book 75, Page 105](#).
12. Easement granted to Rural Water District No. 1, Greenwood County, Kansas, as set forth in the instrument filed as [Misc. Book 74, Page 145](#).
13. Easement granted to Otter Creek Watershed Joint District No. 83, as set forth in the instrument filed as [Misc. Book 42, Page 481](#).

Dated: July 12, 2021, at 7:30 a.m.

SECURITY 1ST TITLE

By: _____

LICENSED ABSTRACTER



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EXHIBIT "A"

The West Half of the Southeast Quarter (W2 SE4) and the East Half of the Southwest Quarter (E2 SW4) and the Southwest Quarter of the Southwest Quarter (SW4 SW4) EXCEPT a tract in the Southwest corner (SW/c) more particularly described as follows: Beginning at the Southwest corner of the Southwest Quarter (SW/c SW4); thence East a distance of 1326.50 feet to the Southeast corner West Half of the Southwest Quarter (SE/c W2 SW4); thence North 48.8 feet; thence N88°18'00"W 1326.5 feet; thence South 48 feet to the point of beginning; all in Section 1, Township 28 South, Range 9 East of the 6th P.M., Greenwood County, Kansas.

LESS AND EXCEPT THE FOLLOWING TRACTS, to-wit:

(a) A tract of land in the Southwest Quarter (SW4) of Section 1, Township 28 South, Range 9 East of the 6th P.M., described as follows: beginning at the Southwest corner (SW/c) of said Quarter Section, the South line of said Quarter Section having an assumed bearing of S89°21'48"W; FIRST COURSE, N00°50'57"W, 881.00 feet along the West line of said Quarter Section; SECOND COURSE, thence N89°09'03"E, 30.00 feet; THIRD COURSE, thence S19°17'01"E, 158.11 feet; FOURTH COURSE, thence S06°26'32"E, 451.72 feet; FIFTH COURSE, thence N88°59'25"E, 900.00 feet; SIXTH COURSE, thence S83°24'54"E, 151.31 feet; SEVENTH COURSE, thence N88°59'25"E, 1481.91 feet to a point on the East line 278.38 feet North of the Southeast corner (SE/c) of said Quarter Section; EIGHTH COURSE, thence S01°04'04"E, 278.38 feet along the East line to the South line of said Quarter Section; NINTH COURSE, thence S89°21'48"W, 2657.04 feet along said South line to the point of beginning.

(b) A tract of land in the West Half of the Southeast Quarter (W2 SE4) of Section 1, Township 28 South, Range 9 east of the 6th P.M., described as follows: Beginning at the Southwest corner of said West Half of the Southeast Quarter (SW/c W2 SE4), the South line of said West Half of the Southeast Quarter (W2 SE4) having an assumed bearing of S89°21'41"W; FIRST COURSE, thence N01°04'04"W, 278.38 feet along the West side of said West Half of the Southeast Quarter (W2 SE4); SECOND COURSE, thence N88°59'25"E, 418.09 feet; THIRD COURSE, thence N87°26'32"E, 740.27 feet; FOURTH COURSE, thence N29°14'48"E, 208.39 feet; FIFTH COURSE, thence N53°40'45"E, 78.77 feet to a point on the East line 532.52 feet North of the Southeast corner of said West Half of the Southeast Quarter (SE/c W2 SE4); SIXTH COURSE, thence S01°10'43"E, 532.52 feet along said East line to the South line of said West Half of the Southeast Quarter (W2 SE4); SEVENTH COURSE, thence S89°21'41"W, 1328.68 feet along the South line to the place of beginning.