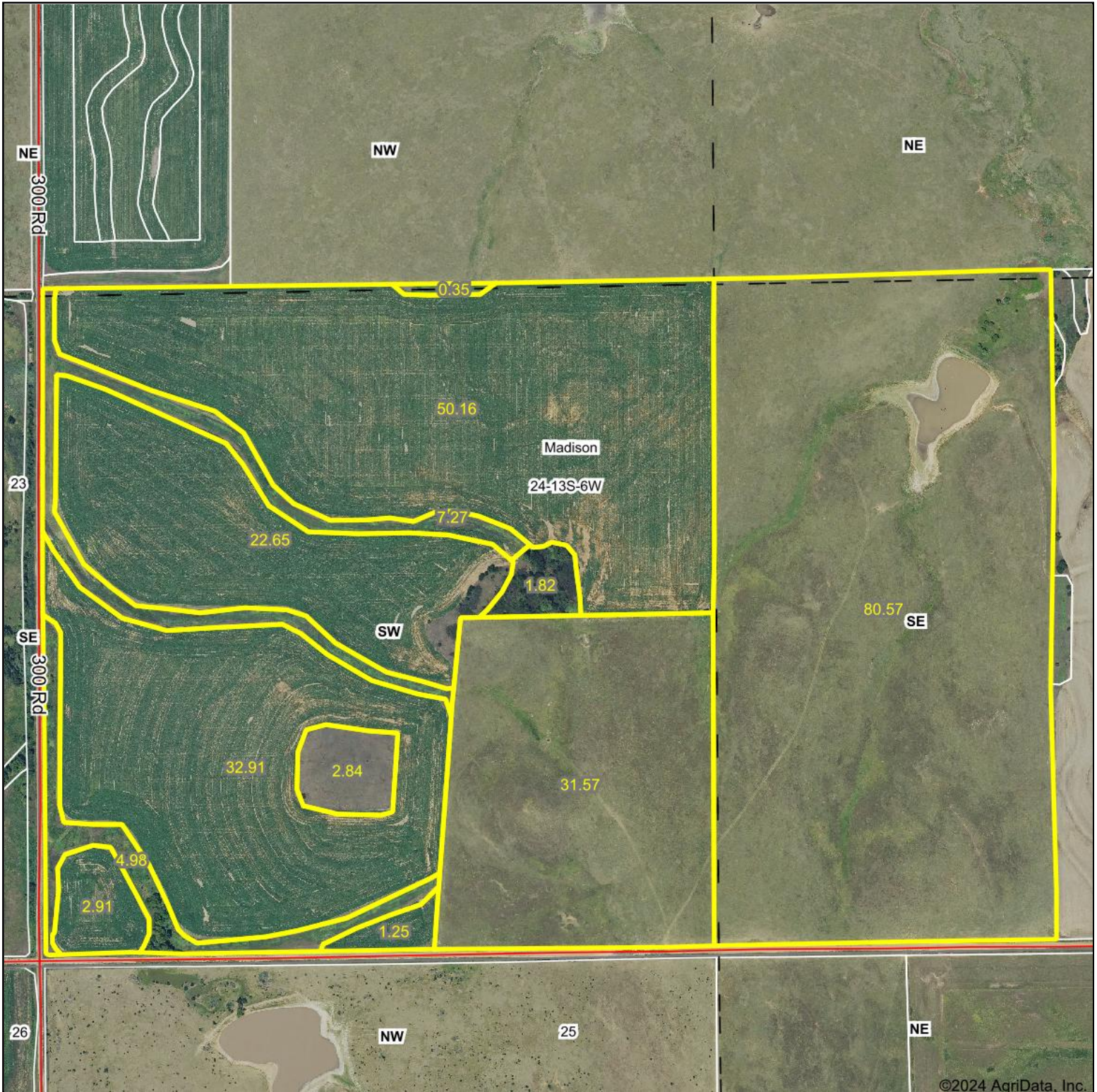
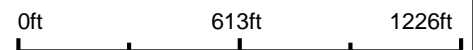


Aerial Map



COLDWELL BANKER
APW REALTORS®

Boundary Center: 38° 54' 13.66, -97° 56' 25.35



24-13S-6W
Lincoln County
Kansas



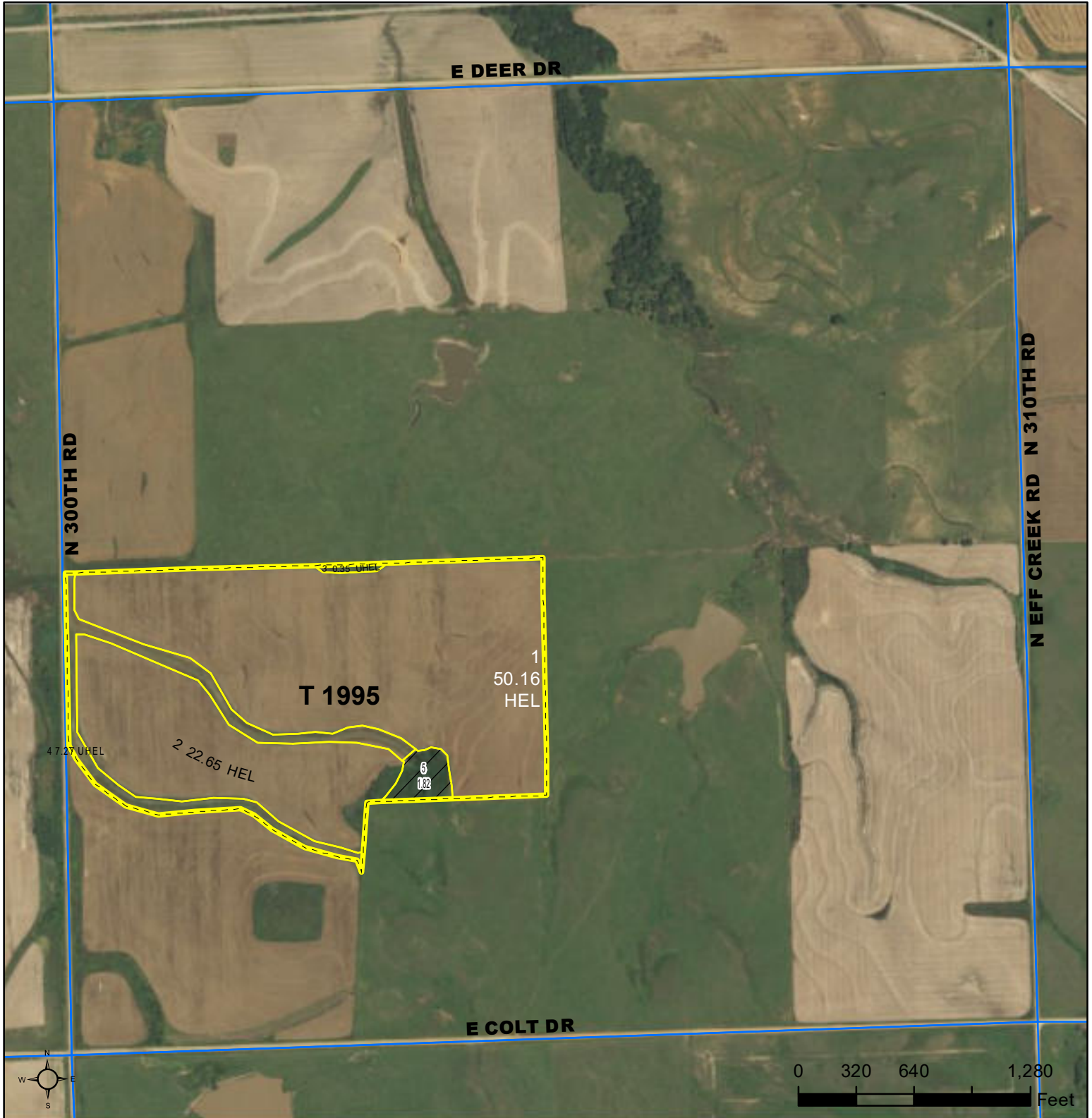
Maps Provided By:



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2/1/2024

Field borders provided by Farm Service Agency as of 5/21/2008.



Common Land Unit
 Tract Boundary
 PLSS
 Non-Cropland
 Cropland

Wetland Determination Identifiers
 Restricted Use
 Limited Restrictions
 Exempt from Conservation Compliance Provisions

All fields NI unless noted on field:

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

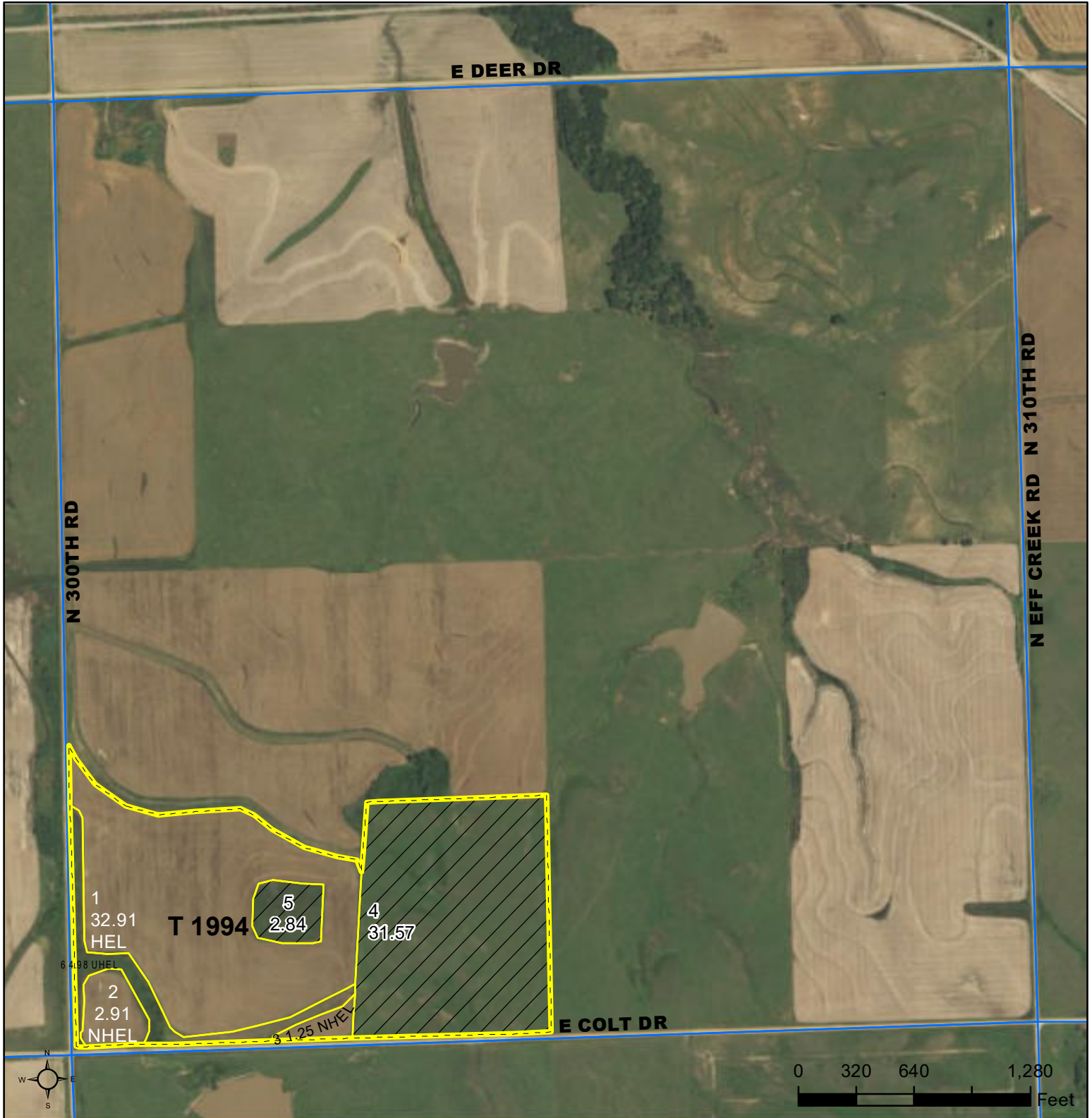
Tract Cropland Total: 80.43 acres

2024 Program Year
 Map Created September 28, 2023

Farm 1658
Tract 1995

24-13-6

Displayed over 2021 NAIP



Common Land Unit
 Non-Cropland
 Cropland
 Tract Boundary
 PLSS

Wetland Determination Identifiers
 Restricted Use
 Limited Restrictions
 Exempt from Conservation Compliance Provisions

All fields NI unless noted on field:

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

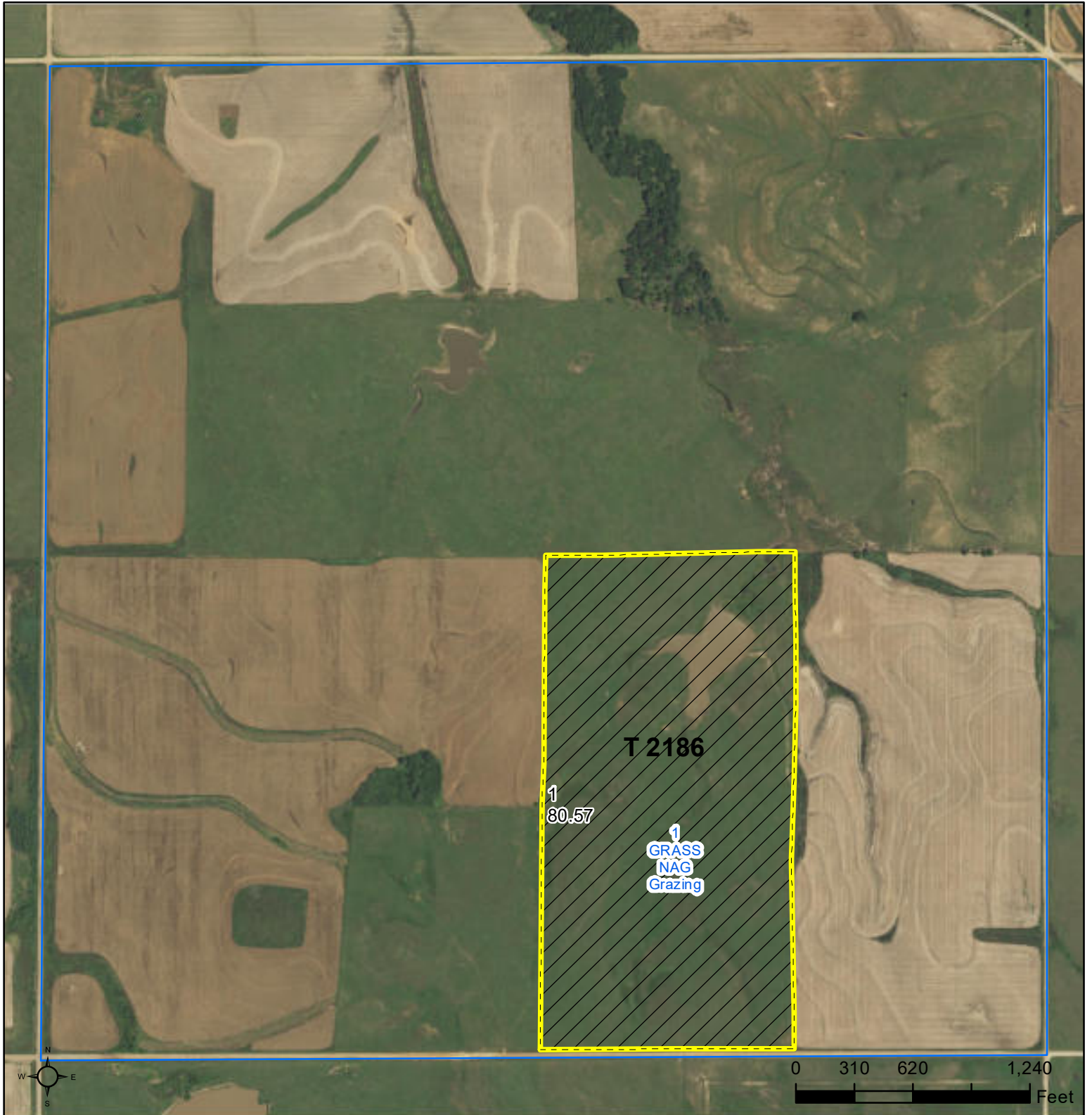
Tract Cropland Total: 42.05 acres

2024 Program Year
 Map Created September 28, 2023

Farm 1658
Tract 1994

24-13-6

Displayed over 2021 NAIP



Unless noted on field:

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

2024 Program Year
Map Created September 22, 2023

Farm 1139
Tract 2186
24-13-6

Wetland Determination Identifiers

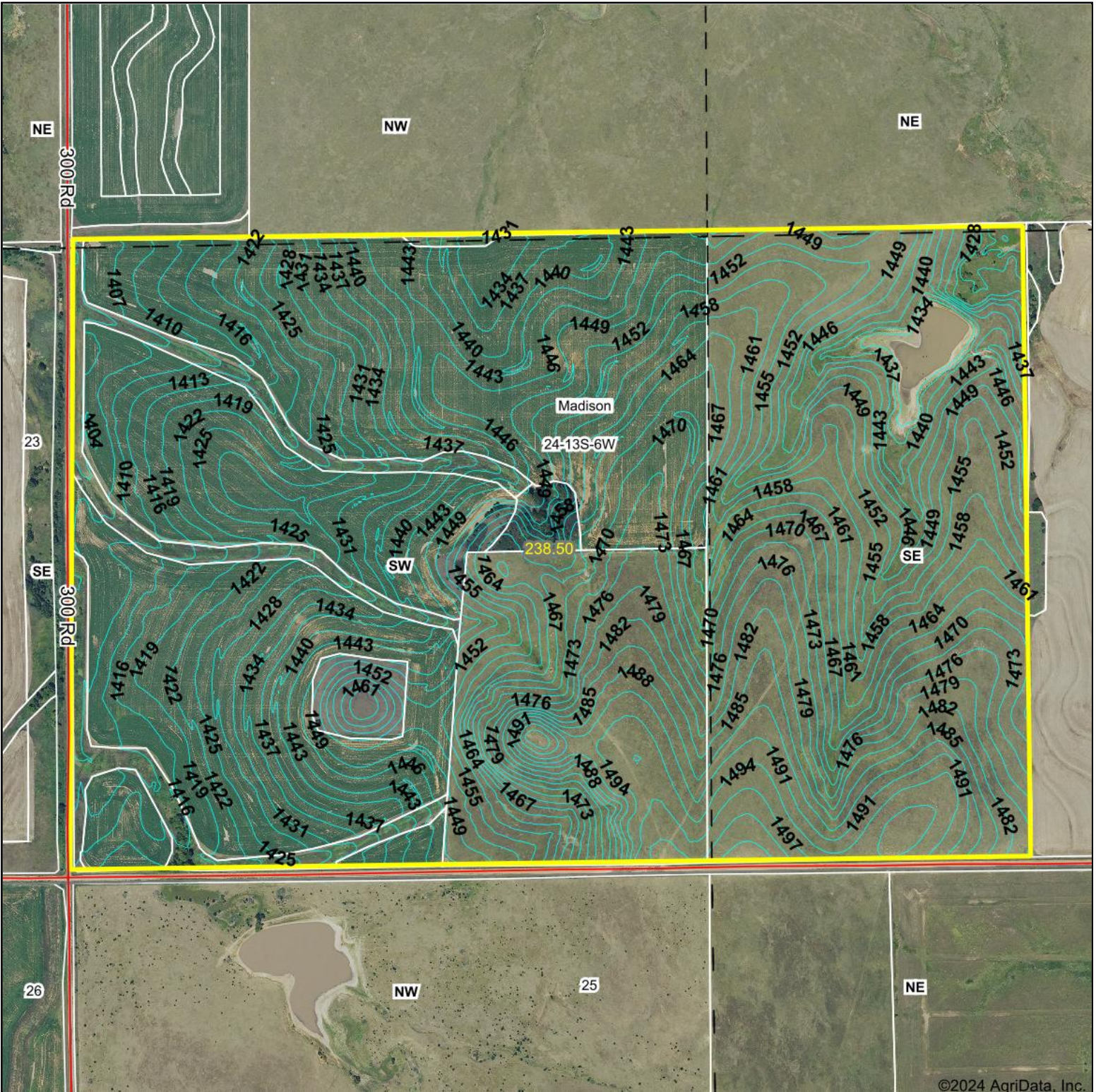
- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

Tract Cropland Total: 0.00 acres

Displayed over 2021 NAIP

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

Topography Contours



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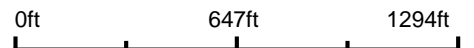
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APW REALTORS®

Maps Provided By:



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Source: USGS 3 meter dem
Interval(ft): 3.0
Min: 1,400.2
Max: 1,505.0
Range: 104.8
Average: 1,448.7
Standard Deviation: 24.57 ft



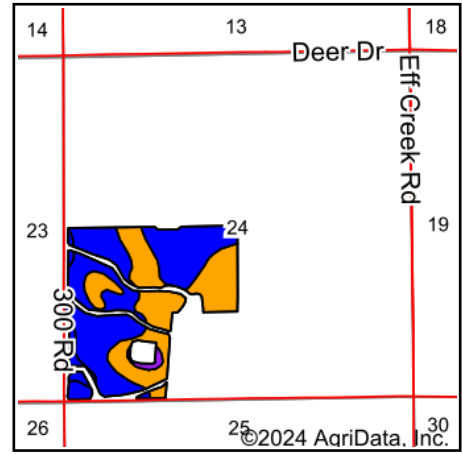
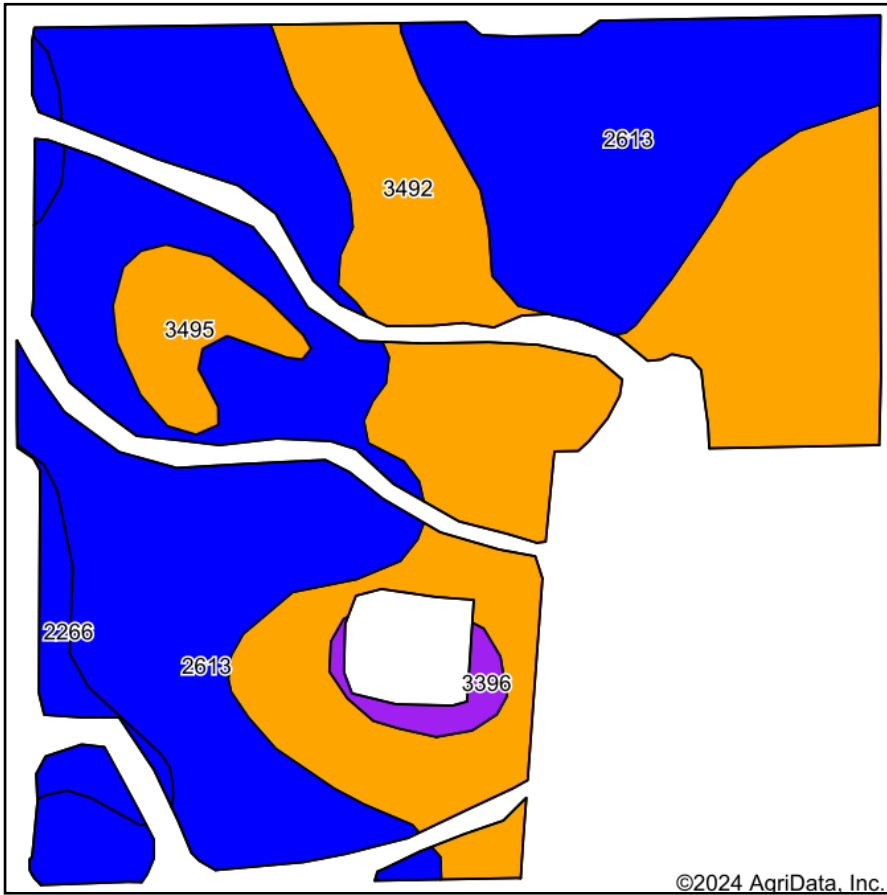
2/21/2024

24-13S-6W
Lincoln County
Kansas

Boundary Center: 38° 54' 13.65, -97° 56' 25.55

Field borders provided by Farm Service Agency as of 5/21/2008.

Soils Map



State: **Kansas**
 County: **Lincoln**
 Location: **24-13S-6W**
 Township: **Madison**
 Acres: **109.88**
 Date: **2/1/2024**



COLDWELL BANKER
APW REALTORS®

Maps Provided By:



Soils data provided by USDA and NRCS.

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Area Symbol: KS105, Soil Area Version: 22

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Irr Class	*n NCCPI Soybeans
2613	Harney silt loam, 1 to 3 percent slopes	60.92	55.4%		Ile	Ile	68
3492	Wells loam, 3 to 7 percent slopes	39.63	36.1%		IIIle	IIIle	64
3495	Wells-Edalgo complex, 3 to 7 percent slopes	4.23	3.8%		IIIle	IIIle	58
2266	Tobin silt loam, occasionally flooded	3.66	3.3%		IIw	IIw	83
3396	Lancaster-Hedville complex, 3 to 20 percent slopes	1.44	1.3%		Vle		39
Weighted Average					2.45	*-	*n 66.3

*n: The aggregation method is "Weighted Average using all components"

*- Irr Class weighted average cannot be calculated on the current soils data due to missing data.

Abbreviated 156 Farm Record

Tract 1993 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	289.76	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	122.95	0.00	44
Grain Sorghum	79.58	0.00	74
Soybeans	60.87	0.00	31
TOTAL	263.40	0.00	

NOTES

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Tract Number : 1994

Description : M8,1B S2SW4 24-13-6
FSA Physical Location : KANSAS/LINCOLN
ANSI Physical Location : KANSAS/LINCOLN
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : H J BERKLEY IRREVOCABLE TRUST
Other Producers : MRS JEAN NICOLE STILL
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
76.46	42.05	42.05	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	42.05	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	17.84	0.00	44
Grain Sorghum	11.54	0.00	74
Soybeans	8.83	0.00	31
TOTAL	38.21	0.00	

NOTES

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Abbreviated 156 Farm Record

Tract Number : 1995

Description : M8,1B N2SW4 24-13-6
FSA Physical Location : KANSAS/LINCOLN
ANSI Physical Location : KANSAS/LINCOLN
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : H J BERKLEY IRREVOCABLE TRUST
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
82.25	80.43	80.43	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	80.43	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	34.13	0.00	44
Grain Sorghum	22.09	0.00	74
Soybeans	16.90	0.00	31
TOTAL	73.12	0.00	

NOTES

Tract Number : 1996

Description : M8,1B E2SE4 24-13-6
FSA Physical Location : KANSAS/LINCOLN
ANSI Physical Location : KANSAS/LINCOLN
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : DON H BERKLEY
Other Producers : None
Recon ID : None

Abbreviated 156 Farm Record

Tract Land Data

Tract 1996 Continued ...

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
79.94	79.38	79.38	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	79.38	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	33.69	0.00	44
Grain Sorghum	21.80	0.00	74
Soybeans	16.68	0.00	31
TOTAL	72.17	0.00	

NOTES

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Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

Real Estate Information



This database was last updated on 1/30/2024 at 12:11 PM

[Return to County Website](#) | [Log_Out](#)

Parcel Details for 053-206-24-0-00-00-002.00-0 - Printer Friendly Version

Quick Reference #: R4958

Owner Information

Owner's Name: BERKLEY, H J, Tr
Mailing Address: PO Box 1280
Salina, KS 67402-1280

Property Address

Address: 0 N 300th Rd
Madison Twp, KS 67423

General Property Information

Property Class: Agricultural Use - A
Living Units:
Zoning:
Neighborhood: 200
Taxing Unit: 160

Deed Information

Document #	Document Link
------------	---------------

Neighborhood / Tract Information

Neighborhood: 200
Tract: Section: 24 Township: 13 Range: 06
Tract Description: S24, T13, R06, ACRES 238.5, SW4 & W2 SE4 LESS RD R/W SECTION 24 TOWNSHIP 13 RANGE 06
Acres: 238.50
Market Acres: 0.00

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

Property Factors

Topography:	Level - 1; Rolling - 4	Parking Type:	None - 0
Utilities:	None - 8	Parking Quantity:	None - 0
Access:	Dirt Road - 3	Parking Proximity:	Far - 0
Fronting:	Residential Street - 4	Parking Covered:	
Location:	Neighborhood or Spot - 6	Parking Uncovered:	

Appraised Values

Tax Year	Property Class	Land	Building	Total
2023	Agricultural Use - A	42,000	00	42,000

Market Land Information [Information Not Available]

Residential Information [Information Not Available]

Residential Information [Information Not Available]

Commercial Information [Information Not Available]

Other Building Improvement Information [Information Not Available]

Agricultural Information

Agricultural Land

Land Type: Dry Land - DR	Irrig. Type:	Adjust Code:	Use Value: 1,170
Acres: 3.85	Well Depth:	Govt. Prgm:	Market Value: 13,280
Soil Unit: 2266	Acre Feet:	Base Rate: 303	
	Acre Feet/Ac:	Adjust Rate: 303	
Land Type: Dry Land - DR	Irrig. Type:	Adjust Code:	Use Value: 19,670
Acres: 60.53	Well Depth:	Govt. Prgm:	Market Value: 181,590
Soil Unit: 2613	Acre Feet:	Base Rate: 325	
	Acre Feet/Ac:	Adjust Rate: 325	
Land Type: Dry Land - DR	Irrig. Type:	Adjust Code:	Use Value: 140
Acres: 1.59	Well Depth:	Govt. Prgm:	Market Value: 3,450
Soil Unit: 3396	Acre Feet:	Base Rate: 85	
	Acre Feet/Ac:	Adjust Rate: 85	
Land Type: Dry Land - DR	Irrig. Type:	Adjust Code:	Use Value: 13,400
Acres: 38.62	Well Depth:	Govt. Prgm:	Market Value: 115,860
Soil Unit: 3492	Acre Feet:	Base Rate: 347	
	Acre Feet/Ac:	Adjust Rate: 347	
Land Type: Dry Land - DR	Irrig. Type:	Adjust Code:	Use Value: 1,280
Acres: 4.23	Well Depth:	Govt. Prgm:	Market Value: 12,690
Soil Unit: 3495	Acre Feet:	Base Rate: 303	
	Acre Feet/Ac:	Adjust Rate: 303	
Land Type: Native Grass - NG	Irrig. Type:	Adjust Code:	Use Value: 100
Acres: 1.45	Well Depth:	Govt. Prgm:	Market Value: 2,550
Soil Unit: 2266	Acre Feet:	Base Rate: 71	
	Acre Feet/Ac:	Adjust Rate: 71	
Land Type: Native Grass - NG	Irrig. Type:	Adjust Code:	Use Value: 60
Acres: 1.30	Well Depth:	Govt. Prgm:	Market Value: 2,290
Soil Unit: 2613	Acre Feet:	Base Rate: 49	
	Acre Feet/Ac:	Adjust Rate: 49	
Land Type: Native Grass - NG	Irrig. Type:	Adjust Code:	Use Value: 870
Acres: 17.76	Well Depth:	Govt. Prgm:	Market Value: 31,260
Soil Unit: 3396	Acre Feet:	Base Rate: 49	
	Acre Feet/Ac:	Adjust Rate: 49	
Land Type: Native Grass - NG	Irrig. Type:	Adjust Code:	Use Value: 4,500
Acres: 91.83	Well Depth:	Govt. Prgm:	Market Value: 161,620
Soil Unit: 3492	Acre Feet:	Base Rate: 49	
	Acre Feet/Ac:	Adjust Rate: 49	
Land Type: Dry Land - DR	Irrig. Type:	Adjust Code:	Use Value: 30
Acres: 2.81	Well Depth:	Govt. Prgm:	Market Value: 2,810
Soil Unit: WST	Acre Feet:	Base Rate: 10	
	Acre Feet/Ac:	Adjust Rate: 10	
Land Type: Tame Grass - TG	Irrig. Type:	Adjust Code:	Use Value: 210
Acres: 2.94	Well Depth:	Govt. Prgm:	Market Value: 5,170
	Acre Feet:	Base Rate: 71	

Soil Unit: 2266	Acre Feet/Ac:	Adjust Rate: 71	
Land Type: Tame Grass - TG	Irrig. Type:	Adjust Code:	Use Value: 320
Acres: 6.49	Well Depth:	Govt. Prgm:	Market Value: 11,420
Soil Unit: 2613	Acre Feet:	Base Rate: 49	
	Acre Feet/Ac:	Adjust Rate: 49	
Land Type: Tame Grass - TG	Irrig. Type:	Adjust Code:	Use Value: 110
Acres: 2.34	Well Depth:	Govt. Prgm:	Market Value: 4,120
Soil Unit: 3492	Acre Feet:	Base Rate: 49	
	Acre Feet/Ac:	Adjust Rate: 49	
Land Type: Tame Grass - TG	Irrig. Type:	Adjust Code:	Use Value: 120
Acres: 2.38	Well Depth:	Govt. Prgm:	Market Value: 4,190
Soil Unit: 3396	Acre Feet:	Base Rate: 49	
	Acre Feet/Ac:	Adjust Rate: 49	
Land Type: Tame Grass - TG	Irrig. Type:	Adjust Code:	Use Value: 20
Acres: 0.35	Well Depth:	Govt. Prgm:	Market Value: 620
Soil Unit: 3492	Acre Feet:	Base Rate: 49	
	Acre Feet/Ac:	Adjust Rate: 49	

Agricultural Land Summary

Dry Land - DR Acres: 111.63	Total Land Acres: 238.47
Native Grass - NG Acres: 112.34	Total Land Use Value: 42,000
Tame Grass - TG Acres: 14.50	Total Land Mkt Value: 552,920

[This parcel record was last updated on 2/1/2024 at 6 am.](#)

PROPERTY TAX INFORMATION



Database was last updated on 02/01/2024

[Return To County Website](#)

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Tax Statement Details

Type	CAMA Number	Tax Identification
RL	206 24 0 00 00 002 00 0 01	160-1050
Owner ID	BERK00007BERKLEY TRUST, H J	
Taxpayer ID	BERK00007BERKLEY TRUST, H J	
Situs Address: 0 N 300TH; 67423		
Subdivision	Block	Lot(s)
Rural		
Section	Township	Range
24	13	6
Tract 1	640000001050	

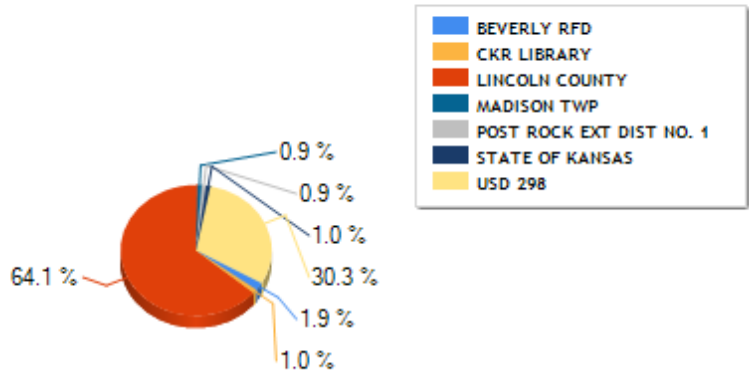
[Current Taxes](#)
[Current Real Estate Detail](#)
[GIS Map](#)
[Print Friendly Version](#)

Statement # 0007733

Details

Total Assessed Value:	\$12,600.00
Total Mill Levy:	156.30000
General Tax:	\$1,969.38
Specials:	\$0.00
Total Tax:	\$1,969.38
Received To Date:	\$1,969.38
Balance:	\$0.00
Interest To Date:	\$0.00
Fees:	\$0.00
Total Due:	\$0.00

Taxes by Tax Districts



Receipt Information

Receipt #	Date	Tax Year	Tax	Int/Fee
195	11/27/2023	2023	\$1,969.38	\$0.00

For delinquent tax pay off amount contact Lincoln County Treasurer 216 E Lincoln Ave, Lincoln, KS 67455, 785-524-4190.

Commitment Cover Page

Order Number: **3061134**

Delivery Date: **02/21/2024**

Property Address: **00000 N. 300th Rd, Beverly, KS 67423**

For Closing Assistance

Sherri Underwood
113 S. 5th Street, PO Box 341
Lincoln, KS 67455
Office: (785) 524-4228
sunderwood@security1st.com

For Title Assistance

Sherri Underwood
113 S. 5th Street, PO Box 341
Lincoln, KS 67455
Office: (785) 483-3415
sunderwood@security1st.com

Seller/Owner

H.J. Berkley Trust U/A dated May 6, 1969, all of the interest of the Paulina E. Berkley Trust U/A dated 1/19/88 in then following described real estate in the County of Lincoln, Sate of Kansas.
Delivered via: Electronic Mail

Ordering Customer

Coldwell Banker Antrim-Piper Wenger
Attention: Chris Rost
631 E Crawford St
Salina, KS 67401
(785) 493-2476 (Cell)
(785) 827-3641 (Work)
crost@cbsalina.com

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

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Title Fees

Date: **02/21/2024**
Order Number: **3061134**
Property Address: **00000 N. 300th Rd, Beverly, KS 67423**
Buyer(s): **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**
Seller(s): **Bennington State Bank as trustee of the H.J. Berkley Trust U/A dated May 6, 1969**

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (\$1,000.00)	\$396.00
ALTA Loan Policy 07-01-2021 (\$1,000.00)	\$260.00
	Total \$656.00
If Security 1st Title will be closing this transaction, the fees listed above will be collected at closing.	
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.

Tax Information:

[160-1050](#)

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

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ALTA COMMITMENT FOR TITLE INSURANCE

issued by
First American Title Insurance Company

NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

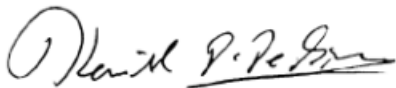
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.


COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, FIRST AMERICAN TITLE INSURANCE COMPANY, a California Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.


If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

Issuing Agent: Security 1st Title

 Security 1st Title

Sherri Underwood
(785) 483-3415 (Work)
sunderwood@security1st.com

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Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title	Buyer:	Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Issuing Office:	113 S. 5th Street, PO Box 341 Lincoln, KS 67455	Title Contact:	Sherri Underwood (785) 483-3415 (Work) sunderwood@security1st.com
ALTA Universal ID:	1216570		
Loan ID Number:			
Commitment No.:	KS-C3061134		
Property Address:	00000 N. 300th Rd Beverly, KS 67423		

SCHEDULE A

1. Commitment Date:

02/12/2024 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021 Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below The estate or interest to be insured: Fee Simple	\$1,000.00
ALTA Loan Policy 07-01-2021 Proposed Insured: TBD 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:

Bennington State Bank as trustee of the H.J. Berkley Trust U/A dated May 6, 1969

5. The Land is described as follows:

The Southwest Quarter (SW/4) and the West Half of the Southeast Quarter (W2 SE/4) of Section 24 in Township 13 South, Range 6 West of the Sixth Principal Meridian, Lincoln County, Kansas.

Security 1st Title, LLC

By: 

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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. **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 H. J. Berkley Trust U/A dated May 6, 1969.**
6. **File a Trustee's Deed from Bennington State Bank as trustee of the H.J. Berkley Trust U/A dated May 6, 1969 to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below .**

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.

7. **Provide this company with a properly completed and executed Owner's Affidavit.**
8. **Access to court records is currently not available. We require the owner to provide a proper owner's affidavit stating no court action in LINCOLN County, Kansas exists wherein the owner is subject to (or may become subject to) a judgement lien which may attach to the Land. We further require a proper indemnity signed by the affiant owner(s). If we are to issue a loan policy on a non-purchase money mortgage, we must also be provided with a proper indemnity from the purchaser(s). Absence of which will result in the following exceptions to appear on any policy to be issued:**

Owner's Policy: 'Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the District Court of LINCOLN County, Kansas including, but not limited to, (i) an inability to search the Public Records, or (ii) any delay in recordation or filing of documents affecting title to the Land in the Public Records.'

Loan policy: 'Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the District Court of LINCOLN County, Kansas including, but not limited to, (i) an inability to search the Public Records, or (ii) any delay in recordation or filing of documents affecting title to the Land and/or the priority of the lien of the Insured Mortgage in the Public Records.'

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NOTE: This is NOT a commitment to insure and has been issued as a report as to the status of title, and as such should not be relied upon for a Real Estate Transaction. This is not a commitment to insure, and no insurance is provided by this commitment.

If a Commitment for Title Insurance is desired, the identity of the entities to be insured and policy amounts must be disclosed to this Company and this Company will issue a Commitment for Title Insurance disclosing all requirements for issuance of the policy, as well as any additional exceptions which may be taken.

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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 2023 in the amount of \$1,969.38, PAID.**

Property ID # 160-1050

8. **An easement for water distribution system, recorded as Misc. Book S, Page 42.
In favor of: Rural Water District No. 1, Ellsworth County**
9. **Any part or portion of the subject property which may lie within the boundaries or right-of-way of any street, road, highway or railroad right-of-way**
10. **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.
 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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