



Security 1st Title

PRELIMINARY TITLE SEARCH REPORT

Prepared By:
Security 1st Title
109 W. Main
Anthony, KS 67003
Phone: 620-842-3333
Fax: 620-842-3331

Prepared Exclusively For:
Unruh Law Office
1216 Central Street
Harper, KS 67058
Phone: 620-896-7301

Contact: **Lisa Lilja**
Email: **llilja@security1st.com**

Contact: **Philip Unruh**
Email: **unruhlaw@att.net**

Report No: **2406947 Revision A**

Report Effective Date: **October 13, 2020, at 7:30 a.m.**

Property Address: **0000 SW 106 Rd., Anthony, KS 67003**

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 **Unruh Law Office**, 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

The Revocable Trust of Ronnie B. Steward u/a dated June 11, 2003, as to an undivided 3/15th interest

The Bernice K. Burnet Living Trust dated the 14th day of February 1989, as to an undivided 12/15th interest

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

Lot Two (2) and the Northwest Quarter (NW/4) of Section 17, Township 35 South, Range 7 West of the 6th P.M., and the West 40 acres of the East Half (E/2) of Section 17, Township 35 South, Range 7 West of the 6th P.M., all in Harper County, Kansas.

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



Security 1st Title

Any questions regarding this report should be directed to: **Lisa Lilja**
Phone: **620-842-3333**, Email: **llilja@security1st.com**
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. **The Warranty Deed dated March 16, 2011, and recorded March 17, 2011 as Book G91, Page 1610 failed to recite the marital status of H. Neil Roach. If said individual was single, then we require the filing of a properly executed Affidavit of Marital Status from a person of knowledge stating that said person was single on the date said instrument was executed. If said person was married at such time, then we require proper conveyance from the spouse of said individual.**
6. **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 The Revocable Trust of Ronnie B. Steward u/a dated June 11, 2003.**
In the alternative, we may be provided with a copy of said Trust together with all amendments thereto. We reserve the right to make any additional requirements we deem necessary.
7. **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 The Bernice K. Burnet Living Trust dated the 14th day of February 1989 .**
In the alternative, we may be provided with a copy of said Trust together with all amendments thereto. We reserve the right to make any additional requirements we deem necessary.
8. **File a Trustee's Deed from the current acting trustees of the The Revocable Trust of Ronnie B. Steward u/a dated June 11, 2003 to TBD.**
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; and state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked.



Security 1st Title

Any questions regarding this report should be directed to: Lisa Lilja
Phone: 620-842-3333, Email: llilja@security1st.com

9. **File a Trustee's Deed from the current acting trustees of the The Bernice K. Burnet Living Trust dated the 14th day of February 1989 to TBD.**

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; and state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked.

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

11. **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 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



Security 1st Title

Any questions regarding this report should be directed to: **Lisa Lilja**

Phone: **620-842-3333**, Email: llilja@security1st.com

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. The lien of the General Taxes for the year **2020**, and thereafter.

NOTE: The real estate taxes for the year 2020 became due on November 1, 2020. The amount is not available at this time.

8. **General taxes and special assessments for the fiscal year 2019 in the amount of \$2,319.42, paid.**
Property ID #[039-237-17-0-00-00-002.00](#)
9. **An easement for Rural Water, recorded as [Book 31M, Page 428](#).**
In favor of: Rural Water District No. 2
Affects: Lot 2 & NW/4 a/k/a W/2
10. **An easement for Rural Water, recorded as [Book 37M, Page 734](#).**
In favor of: Rural Water District #2
Affects: SE/4



Security 1st Title

Any questions regarding this report should be directed to: **Lisa Lilja**
Phone: **620-842-3333**, Email: llilja@security1st.com

11. **A Right of Way for Electric Transmission Line, recorded as [Book M38, Page 1080](#).**
In favor of: SandRidge Exploration and Production, LLC
Affects: W/2
12. **A Right of Way for Electric Transmission Line, recorded as [Book M38, Page 1088](#).**
In favor of: SandRidge Exploration and Production, LLC
Affects: SE/4
13. **A Right of Way for Electric Transmission Line, recorded as [Book M38, Page 1135](#).**
In favor of: SandRidge Exploration and Production, LLC
Affects: W/2
14. **A Right of Way for Electric Transmission Line, recorded as [Book M38, Page 1136](#).**
In favor of: SandRidge Exploration and Production, LLC
Affects: SE/4
15. **A Pipeline and Facilities Right of Way Grant, recorded as [Book G92, Page 1247](#).**
In favor of: SandRidge Exploration and Production, LLC
Affects: W/2
16. **A Pipeline and Facilities Right of Way Grant, recorded as [Book G92, Page 1382](#).**
In favor of: SandRidge Exploration and Production, LLC
Affects: W/2
17. **A Pipeline and Facilities Right of Way Grant, recorded as [Book G92, Page 706](#).**
In favor of: SandRidge Exploration and Production, LLC
Affects: W/2
18. **A Right of Way for 3 pipelines, recorded as [Book G93, Page 1831](#).**
In favor of: Atlas Pipeline Mid-Continent Westok, LLC
Affects: Lot 2 & NW/4 & W 40 acres of E/2



Security 1st Title

Any questions regarding this report should be directed to: Lisa Lilja
Phone: 620-842-3333, Email: llilja@security1st.com

19. **A Right of Way for 3 pipelines, recorded as [Book G93, Page 1832](#).
In favor of: Atlas Pipeline Mid-Continent Westok, LLC
Affects: Lot 2 & NW/4 & W 40 acres of E/2**
20. **A Pipeline and Facilities Right of Way Grant, recorded as [Book G93, Page 53](#).
In favor of: SandRidge Exploration and Production, LLC
Affects: W/2**
21. **A Pipeline and Facilities Right of Way Grant, recorded as [Book G93, Page 614](#).
In favor of: SandRidge Exploration and Production, LLC
Affects: W/2**
22. **A Pipeline and Facilities Right of Way Grant, recorded as [Book G93, Page 584](#).
In favor of: SandRidge Exploration and Production, LLC
Affects: W/2**
23. **Terms and provisions of the oil and gas lease executed between Ronnie B. Steward, a married man, lessor, and T.S. Dudley Land Company, Inc. , lessee, filed August 7, 2008, recorded in/on [Book G90, Page 328](#), together with all subsequent assignments and conveyances. Ratification of Oil and Gas Lease recorded in Book G91, Page 1814. Declaration of Pooling and Unitization recorded in Book G91, Page 1806 and Book G92, Page 1258. Affidavit of Production recorded in Book G93, Page 1343 and Book G93, Page 1760.**
24. **Terms and provisions of the oil and gas lease executed between Bernice K. Burnet Living Trust, lessor, and T.S. Dudley Land Company, Inc. , lessee, filed October 8, 2008, recorded in/on [Book G90, Page 530](#), together with all subsequent assignments and conveyances. Declaration of Pooling and Unitization recorded in Book G91, Page 1806 and Book G92, Page 1258. Affidavit of Production recorded in Book G93, Page 1343 and Book G93, Page 1760.**
25. **Memorandum of Participation and Development Agreement by and between SandRidge Exploration and Production, LLC and Altinum MidCon I, LLC, recorded September 30, 2011 in [Book G92, Page 804](#).**
26. **Memorandum of Operating Agreement and Financing Statement executed by SandRidge Exploration and Production, LLC recorded September 30, 2011 in [Book G92, Page 805](#).**



Security 1st Title

Any questions regarding this report should be directed to: **Lisa Lilja**

Phone: **620-842-3333**, Email: llilja@security1st.com

- 27. Memorandum of Operating Agreement and Financing Statement executed by SandRidge Exploration and Production, LLC recorded April 5, 2016 in [Book G96, Page 588](#).**
- 28. Memorandum of Crude Oil Sales Commitment by and between SandRidge Exploration and Production, LLC and Plains Marketing, LP, recorded March 1, 2012 in [Book G93, Page 207](#).**
- 29. Terms and conditions of Memorandum of Agreement between Targa Pipeline Mid-Continent WestOk, LLC (formerly Atlas Pipeline Mid-Continent WestOk, LLC) and Sandridge Exploration and Production, LLC, recorded March 29, 2016 in [Book G96, Page 547](#).**
- 30. The possible existence of overhead or underground utility lines serving adjacent land or extending from the insured land onto adjacent land.**
- 31. Subject to existing road, street or highway rights of way.**



Security 1st Title

Any questions regarding this report should be directed to: **Lisa Lilja**
Phone: **620-842-3333**, Email: **llilja@security1st.com**

- 32. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exceptions, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interest or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.**

- 33. Rights of parties in possession under unrecorded leases.**

- 34. The definition of land as described in the policy does not include any manufactured home or mobile home located on the insured premises, unless the personal title to the same has been cancelled by the Kansas Department of Motor Vehicles and filed with the Harper County Register of Deeds.**

Dated: **October 13, 2020**, at **7:30 a.m.**

SECURITY 1ST TITLE

By: _____

LICENSED ABSTRACTER