

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-Section One.
- The Exceptions in Schedule B-Section Two.
- The Conditions.

This Commitment is not valid without Schedule A and Sections One and Two of Schedule B.



**First American Title Insurance Company
of Kansas**

BY:

Craig L. Dunn

PRESIDENT

ATTEST

Rebecca J. Carpenter

SECRETARY



First American Title Insurance Company
National Commercial Services

7200 College Blvd., Overland Park, KS 66210
(913)451-4611 Phone - (913)451-8891 Fax

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

1. Commitment Date: June 05, 2009, at 7:30 A.M.
FIRST REVISION
2. Policy or policies to be issued:
 - a. ALTA Owner's Policy (06.17.06) \$TBD
Proposed Insured: Premium: \$TBD
To Be Determined
 - b. ALTA Loan Policy (06.17.06) \$N/A
Proposed Insured: Premium: \$N/A
N/A
3. Title to the fee simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:

Dorothy J. Rose
4. The land referred to in this Commitment is described as follows:

**Legal Description attached hereto as Exhibit A
and by this reference incorporated herein.**

**If there are any questions concerning this commitment,
please contact Karl Phares at kphares@firstam.com,
or Steven T. Osborn at sosborn@firstam.com.**

SCHEDULE B
SECTION ONE
REQUIREMENTS

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. In order to delete Exceptions 1, 2, 5 and 6 on Schedule B - II, the Company requires a properly completed and executed Owner's Affidavit in a form that is acceptable to the Company.
6. The spouses, if any, of all parties listed on Schedule A are required to sign all instruments.

In the event of a cancellation, there will be a minimum charge of \$400.00.

CLOSING INFORMATION NOTE: If the closing for the subject property is to be conducted by First American Title Insurance Company, we require all monies due to be in the form of a Cashier's Check or Wire Transfer. If the sale proceeds of any "payoffs" pursuant to the closing require "Good Funds" then monies received by us for such must be by bank or wire transfer.

The above applies to all closings unless other specific arrangements are made. Due to wide variances in banking practices and lack of control over funds "on the wire" we cannot accept financial responsibility for delays in the clearing of funds.

SCHEDULE B

SECTION TWO

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, shortages in area or other matters which would be disclosed by an accurate survey or inspection of the premises.
4. Easements, or claims of easements, not shown by the public records.
5. Any liens, or right to a 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 which are not shown as existing liens by the public records.
7. Taxes and assessments for the year 2009 and subsequent years.

Taxes for the year 2008 have been paid in the amount of \$2,484.94, which includes \$26 for solid waste management and \$N/A for special assessments. (Tax I.D. #18702) Cama #192-10-0-20-02-002.00-0. Assessed on 20,209.

8. Affect, if any, of Transfer on Death Deed Dated March 14, 2006 executed by Dorothy J. Rose, widow, Grantor, to Brenda D. Stacer, Jennifer Mitchell and Calvin D. Rose Jr., Grantee Beneficiary / Beneficiaries, filed May 17, 2006, in Book 983, Page 2061.

NOTE: The above exception will be deleted from our policy/policies when issued.

9. This item has been intentionally deleted.
10. Tenancy rights, either as month to month, or by virtue of written leases of persons in possession of any part of the subject property.

NOTE: If any requirements shown on Schedule B-Section I of this Commitment are not complied with, then the requirement or the matters constituting the requirement will be shown as an exception or exceptions on the Policy or Policies provided the Company elects to issue such Policy or Policies.

EXHIBIT A

Fee Simple in the following:

A TRACT OF LAND IN THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 11 SOUTH, RANGE 21 EAST OF THE SIXTH P.M., MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING 146.53 FEET SOUTH AND 100 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION; THENCE WEST 338.74 FEET ALONG THE SOUTH SIDE OF THE HIGHWAY RIGHT-OF-WAY; THENCE SOUTH 358.7 FEET; THENCE EAST 268.74 FEET; THENCE NORTH 80 FEET; THENCE EAST 70 FEET; THENCE NORTH 282.47 FEET TO THE PLACE OF BEGINNING

AND

An Easement interest created by that General Warranty Deed dated February 18, 1983 and recorded February 18, 1983 in Book 562, Page 1930 in the following:

AN EASEMENT OF INGRESS AND EGRESS OVER THE EXISTING DRIVEWAY FACILITIES LOCATE IN A TRACT OF LAND IN THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 11, RANGE 21 AS DESCRIBED AS: BEGINNING AT A POINT 146.53 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION, THENCE RUNNING SOUTH 40 FEET, THENCE RUNNING WEST 100 FEET, THENCE RUNNING NORTH 40 FEET, THENCE RUNNING EAST 100 FEET TO THE PLACE OF BEGINNING.

CONDITIONS

1. DEFINITIONS

(a)"Mortgage" means mortgage, deed of trust or other security instrument.

(b)"Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.