



PRELIMINARY TITLE SEARCH REPORT

Prepared By:
Security 1st Title
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Contact: **Lisa Lilja**
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Report No: **2529688 Revision A**

Report Effective Date: **June 15, 2022, at 7:30 a.m.**

Property Address: **NW 10 Rd, Attica, KS 67009**

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 , 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

Daniel Zimmerman and Lindsay Zimmerman, Debtors in Bankruptcy Chapter 12 Case # 20-10947

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

Tract 1:

The Southeast Quarter of Section 20, Township 33 South, Range 9 West of the 6th P.M., Harper County, Kansas.

Tract 2

East Half of the Northwest Quarter (E/2 NW4) lying south and east of the Railroad Right of Way and the Northeast Quarter (NE/4) lying south and east of the Railroad Right of Way Section Twenty (20), Township Thirty-three (33) South, Range Nine (9) West of the 6th P.M., Harper County, Kansas.



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Tract 3

East Half of the Northwest Quarter (E/2 NW4) lying north and west of the Railroad Right of Way and the Northeast Quarter (NE/4) lying north and west of the Railroad Right of Way Section Twenty (20), Township Thirty-three (33) South, Range Nine (9) West of the 6th P.M., 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 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. **In the United States Bankruptcy Court for the District of Kansas at Wichita as Chapter 12, Case No. 20-10947, Daniel J. Zimmerman and Lindsay Eileen Zimmerman, Debtors. We require the following:**
 - (a) **Satisfactory Motion and Notice of Sale, with proper certificate of mailing, showing that the sale of the premises in question is free and clear of liens and encumbrances and that same shall attach to and follow the proceeds of the sale.**
 - (b) **File affidavit of Record Check showing no objections have been filed to proposed sale specified in Motion filed January 1, 2020.**
 - (c) **File proper Order Approving Sale, showing that the property is being conveyed free and clear of liens and encumbrances.**
 - (d) **A Debtor in Possession Deed showing the property is being conveyed free and clear of liens and encumbrances, and further showing that such liens and encumbrances are to attach and follow the**

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proceeds of the sale.

(e) If the Debtor in Possession Deed conveys subject property free and clear of liens, and proper notice is given to the parties with interests arising from the items set out below, the following will not appear in the policy, when issued:

- 1. Mortgage dated September 27, 2018, recorded October 23, 2018 in Book MTGE 138,
Page 718, executed by Daniel J Zimmerman and Lindsay Eileen Zimmerman to BancCentral
National Association in the original amount of \$669,200.00**
- 2. District Court Case 2020 CV 24 entitled BancCentral National Association, Plaintiff vs.
Daniel J. Zimmerman and Lindsay Eileen Zimmerman, Defendants.**

- 6. File in Register of Deeds officer of Harper County, Kansas, certified copies of the Motion and Notice of Sale and order approving sale.**
- 7. Provide this Company with a properly completed and executed Owner's Affidavit.**
- 8. Recording Fees and Information for Kansas Counties:**

For Documents recorded on or after January 1, 2018, but prior to January 1, 2019:

Deed: \$21.00 (first page) + \$17.00 (each additional page)

Mortgage: \$21.00 (first page) + \$17.00 (each additional page)

Mortgage Release or Assignment: \$20.00 (first page) + \$4.00 (each additional page)

*** Mortgage Registration Tax: Calculated at \$0.05 per each \$100.00 of the loan amount.**

(This fee shall not exceed \$125.00 for recording on single-family mortgages on principal residences where the principal debt or obligation is \$75,000.00 or less.)

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

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for the specific county in question.

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 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 \$151.38, paid.**

Property ID # 039-154-20-0-00-00-001.00-0 (NE/4 & E/2 NW/4)

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- 8. General taxes and special assessments for the fiscal year 2020 in the amount of \$320.88, Paid.
Property ID # 039-154-20-0-00-00-003.00-0 (SE/4)**
- 9. Sale of Oil and Gas Royalty executed by Wilber J. McDaniel, et ux, to W. N. Craig recorded May 14, 1945 recorded in Oil and Gas Book 26, Page 437 together with any subsequent assignments and conveyances.**
- 10. Rights of the owners of the mineral estate as conveyed or reserved on/in Deed Book 106, Page 819, and of the parties claiming thereunder.**
- 11. Terms and provisions of the oil and gas leases executed between Jana Neufeld and Brian Neufeld, wife and husband, lessor, and Woolsey Energy Corporation, lessee, filed December 2, 2010, recorded in/on Oil and Gas Book 91, Page 878. Primary Term of 3 years. Affidavit of Extension filed 3/7/11 in Oil and Gas Book 91, Page 1497, together with all subsequent assignments and conveyances.**
- 12. Terms and provisions of the oil and gas leases executed between Randall D. Landwehr and Dana N. Landwehr, husband and wife, lessor, and Thompson Interests, Inc., lessee, filed March 14, 2006, recorded in/on Oil and Gas book 88, Page 1527. Primary Term 5 years; together with any subsequent assignments and conveyances Assignment of Oil and Gas Lease to Woolsey Energy Corporation recorded in Oil and Gas Book 91, Page 729. Affidavit of Lease Extension for a period of 5 years from February 8, 2011 in Oil and Gas Book 91, Page 1497.**
- 13. Right of Way Agreement executed by Danny J. Stewart and Lavina Jane Stewart to Southwestern Bell Telephone recorded December 12, 1975 in Misc. Book 33, Page 446a (NW/4-20)**
- 14. Right of Way Agreement executed by Danny J. Stewart and Lavina Stewart to Rural Water District No. 2, recorded April 19, 1976 in Misc. Book 33, Page 512b (NW/4-20)**
- 15. Rights of Ways and Easements for public roadways, streets and highways.**
- 16. Warranty Deed July 9, 1948, executed by Ludwig A. Loesch also known as L. A. Loesch and Johannah Loesch, his wife to Atchison Topeka and Sante Fe Railway Company recorded in Deed Book 67, Page 598 together with all subsequent assignments and conveyances.**

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- 17. Warranty Deed July 9, 1948 executed by Harry M. Houlton and Hazel P. Houlton, his wife to The Atchison, Topeka and Sante Fe Railway Company recorded in Deed Book 67, Page 599; together with all subsequent assignments and conveyances.**
- 18. Warranty Deed to Harper and Western Railway Company recorded in Book G, Page 414; together with all subsequent assignments and conveyances.**
- 19. Warranty Deed to Harper and Western Railway Company recorded in Book M, Page 358; together with all subsequent assignments and conveyances.**
- 20. Borrow Right given to the Atchison, Topeka and Sante Fe Railway Company in Book Misc. 11, Page 245.**
- 21. Any portion(s) of subject property used for railroad purposes.**
- 22. 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. NOTE: This is a blanket document that is indexed in all Section, Township, and Ranges in Harper County, Kansas and may or may not pertain to the subject property set forth in Schedule A herein**
- 23. The possible existence of overhead or underground utility lines serving adjacent land or extending from the insured land onto adjacent land.**
- 24. Subject to existing road, street or highway rights of way.**
- 25. 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.**
- 26. Rights of parties in possession under unrecorded leases.**



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- 27. 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: **June 15, 2022, at 7:30 a.m.**

SECURITY 1ST TITLE

By: _____
LICENSED ABSTRACTER