

**PRELIMINARY TITLE SEARCH REPORT**

Prepared By:  
**Security 1<sup>st</sup> Title**  
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Prepared Exclusively For:  
**Sundgren Realty**  
**218 E. Central**  
**El Dorado, KS 67042**  
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Contact: **Jeremy Sundgren**  
Email: **jeremy@sundgren.com**

Report No: **2541863**

Report Effective Date: **August 8, 2022, at 7:30 a.m.**

Property Address: **Land, Sedgwick, KS 67135**

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

**Christopher Michael Gwinup**

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

**Parcel 1:**

**The North half of the West half of the East half of the Northwest Quarter of Section 16, Township 25 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas**

**Parcel 2:**

**The South half of the West half of the East half of the Northwest Quarter of Section 16, Township 25 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas**

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Phone: **316-283-2750**, Email: **twoker@security1st.com**

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. **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 Christopher Michael Gwinup, stating marital status and joined by spouse, if any, to TBD.**
  7. **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.)**

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**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 1<sup>st</sup> 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 2021 in the original amount of \$184.59, PAID.**  
**Property I.D. # VC-00123**  
**PIN #00315049 (Parcel 1)**



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8. **General taxes and special assessments for the fiscal year 2021 in the original amount of \$169.51, PAID.**  
**Property I.D. # VC-00123-0004**  
**PIN #00315053 (Parcel 2)**
9. **Roadway easement, if any, over the North 30 feet of Parcel 1 of subject property.**
10. **An easement for pipeline, recorded as [Condemnation Case A-71063](#); last assigned as Film 2367, Page 1657.**  
**In favor of: Jayhawk Pipeline Corporation; last assigned to Jayhawk Pipeline LLC**  
**Affects: a portion of subject portion**
11. **Terms and provisions of the oil and gas lease executed between Edward A. Fry, et al, lessor, and Jay Boy Oil Inc., lessee, filed February 24, 0198, recorded in/on [Film 950, Page 444](#), 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.**

12. **Parcel 2 of subject property as set forth in Schedule A hereof, is an interior parcel and does not front or border on any public street or road; there is no means by which access to and from said parcel can be obtained. However, same parties own Parcel 1 adjacent on the North. Access to and from Parcel 2 is afforded over Parcel 1, but only so long as both parcels remain in common ownership. Our Policy will contain the following:**

**Note: Access to and from Parcel 2 of subject property is afforded by Parcel 1 adjacent on the North by virtue of common ownership.**

13. **Rights or claims of parties in possession not shown by the public records.**



# Security 1<sup>st</sup> Title

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Dated: **August 8, 2022, at 7:30 a.m.**

SECURITY 1<sup>ST</sup> TITLE

By: Glenn B. Edwards

LICENSED ABSTRACTER