



**Secured Title of Kansas City - Wyandotte**  
**2100 Hutton Road, Suite 101**  
**Kansas City, Kansas 66109**  
**Phone: 913-788-9800 Fax: 913-788-5027**

### Transaction Information

**The information in this section is provided as a courtesy and is not a part of the commitment.**

Our File Number is: SKC0076409

Your Closer is:		
Molly VonAhn	816-439-4967	mvonahn@securedtitlekc.com
If Secured Title of Kansas City is to handle the closing and closer is not listed please contact our office.		

Buyer:	TBD
Seller:	Diane Wheeler
Property Address:	<b>4709 Ballentine St</b> <b>Shawnee, KS 66203</b>

**COMMITMENT FOR TITLE INSURANCE  
ISSUED BY  
FIDELITY NATIONAL 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 EXTRACONTRACTUAL 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, Fidelity National Title Insurance Company, a Florida 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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*Fidelity National Title Insurance Company*

By:



ATTEST

President



Secretary

**Countersigned  
Secured Title of Kansas City - Wyandotte**

By *Sherin L. Mordecai*

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COMMITMENT FOR TITLE INSURANCE  
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SCHEDULE A

Transaction Identification Data for Reference Only.

Title Officer:		Title No.:	<b>SKC0076409</b>
Escrow Officer:	<b>Molly VonAhn</b>	Revision No.:	
Loan No.:		Customer File No.:	

File No: SKC0076409

1. Commitment Date: August 15, 2023, 8:00 am
2. Policy to be issued:
  - (a) 2006 ALTA® Owner's Policy Premium Amount: \$333.00  
 Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.  
  
 Proposed Policy Amount: \$5,000.00
  - (b) 2006 ALTA® Loan Policy Premium Amount \$0.00  
 Proposed Insured:  
 Proposed Policy Amount:
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:  
  
 Diane Elaine Wheeler
5. The Land is described as follows:  
  
 Lot 4, Block 3, ESQUIRE ESTATES, a subdivision in the City of Shawnee, Johnson County, Kansas.

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COMMITMENT FOR TITLE INSURANCE  
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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, delivered, and recorded in the Public Records.
5. FURNISH executed Owner's Affidavit and Certification as prescribed by the Company.
6. The Contract and/or Title Application provided for the proposed transaction shows a property address only and contains no legal description. The legal description shown in Schedule A herein represents the description per the county tax records for the property address 4709 Ballentine St Shawnee, Kansas 66203. We make no representation that the land described at Schedule A herein is the same property intended to be the subject of the proposed transaction. The parties (seller/buyer or borrower/lender) are responsible for determining if the land described in Schedule A is in fact the subject of the proposed transaction. If the proposed transaction involves a sale, we require an amendment to the real estate sales contract signed by the seller(s) and buyer(s) showing the legal description for the intended transaction.
7. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
8. Please be advised that our search did not disclose any open Mortgages of record. If you should have knowledge of any outstanding obligation, please contact us immediately for further review prior to closing.

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9. File Release of Kansas State Tax Warrant No. 06TW1586, filed December 15, 2006, in the office of the Clerk of the District Court of Johnson County, against Diane E Wheeler, in the amount of \$7,324.47, interest and penalty.
10. File Release of Kansas State Tax Warrant No. 18TW00785, filed February 24, 2018, in the office of the Clerk of the District Court of Johnson County, against Diane Wheeler, in the amount of \$1,561.47, interest and penalty.
11. File Release of Kansas State Tax Warrant No. 21TW08756, filed October 13, 2021, in the office of the Clerk of the District Court of Johnson County, against Diane Wheeler, in the amount of \$1,453.93, interest and penalty.
12. We require an affidavit from the owner as to payment of the Homes Association dues, payable under the Homes Association Declaration, if any, affecting said premises in question.
13. If the proposed transaction requires Mechanic's Lien Coverage, and if there has been construction, improvements or repairs on the premises in question in the last 12 months, or a portion of the loan proceeds will be used for such, we must be advised so that satisfactory arrangements can be made prior to closing, and we reserve the right to make further requirements.
14. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
15. We find no sealed cases in the public records involving the owner(s). If any sealed case does exist, we require information regarding said case and copies of the documents filed therein. Upon receipt thereof we reserve the right to review and to make such additional requirements and/or exceptions as we deem necessary.

ALL TAX INFORMATION PROVIDED HEREIN WAS RETRIEVED FROM THE TAXING AUTHORITY AND IS REPORTED FOR INFORMATIONAL PURPOSES ONLY:

2022 General Taxes, in the Base Amount of \$3,083.27 are PAID IN FULL.

Tax Code No.: QP20000003 0004  
Assessed Value: \$28,692.00  
Mill Levy: 108.158  
Specials: \$72.00

**DIRECT CLOSING INQUIRIES TO :** Molly VonAhn at 816-439-4967 or mvonahn@securedtitlekc.com

End of Requirements

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COMMITMENT FOR TITLE INSURANCE  
Issued by  
*Fidelity National Title Insurance Company*  
SCHEDULE B, PART II  
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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 circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien 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. General and special taxes for 2023 and subsequent years.
8. Liability is limited to general or special taxes certified to the Office of the County Treasurer and entered on the tax rolls thereof, prior to the date hereof.
9. Judgments and federal and/or state tax liens, if any, against the proposed insured party herein.

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NOTE: The foregoing exception will be deleted from a loan policy issued on a full purchase money mortgage. If the proposed loan includes any non-purchase money financing, the Company should be immediately so advised. The public records may indicate judgments and/or tax liens against party(s) with name(s) similar to the above. In the event any of the loan proceeds are not to be applied to the purchase price, we reserve the right to examine such matters. IF THE PROPOSED DEED OF TRUST OR MORTGAGE SECURES ONLY PURCHASE MONEY, THE DEED OF TRUST OR MORTGAGE MUST CONTAIN A RECITAL INDICATING THAT "THIS IS A PURCHASE MONEY DEED OF TRUST" OR "THIS IS A PURCHASE MONEY MORTGAGE," OR OTHER WORDS TO THIS EFFECT.

10. Tenancy rights, either month to month or by virtue of written leases of persons now in possession of any part of the premises in question.
11. Easements, restrictions, reservations and building set-back lines which are shown on the recorded plat, recorded in Book 26, Page 46.
12. Terms and provisions of Declaration of Restrictions or Protective Covenants recorded in Book 150, Page 307.
13. NOTE: Unpaid Homes Association assessments, if any, are hereby excepted.
14. Easement granted to Kansas City Power and Light District, in Book 1066, Page 60.

24 MONTH CHAIN OF TITLE IS AS FOLLOWS AND IS REPORTED FOR INFORMATION PURPOSES ONLY:

Warranty Deed from Charles H. Raplinger and Martha J. Raplinger, husband and wife, to Diane Elaine Wheeler, a single person, recorded December 2, 1988, as Document No. 1837227, in Book 2906 at Page 117.

KH/kh  
August 29, 2023

End of Exceptions

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**COMMITMENT CONDITIONS****1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

**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 shall not be liable for any other amendment to 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 shall not be 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 will only have liability 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.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 and authenticated by a person authorized by the Company.
- (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 HAS BEEN 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 the purpose of providing closing or settlement services.

**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.

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**Secured Title of Kansas City - Wyandotte/Title Midwest, Inc.**

**PRIVACY POLICY**

**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 and/or financial information. We agree that you have a right to know how we will utilize the personal information you provide us. Therefore, 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 that 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.

**TYPES OF INFORMATION**

Depending upon which of our services you are utilizing, the type 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, 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 agent.

**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 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 that 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. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.