

# ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



**CHICAGO TITLE  
INSURANCE COMPANY**

Commitment Number:

**KCC242255**

## 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 EXTRACTIONAL 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, Chicago 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

James Hemenway, President  
Authorized Officer or Agent

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**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company, LLC 2345 Grand Avenue, Suite 690 Kansas City, MO 64108	Escrow Officer: Melissa Reno Chicago Title Company, LLC 2345 Grand Avenue, Suite 690 Kansas City, MO 64108 Phone: 816-274-0224 Fax: 816-274-0245 Main Phone: (816)421-5040 Email: Melissa.Reno@ctt.com

**Order Number: KCC242255**

Property Address: 10515 Grandview Road, Kansas City, MO 64137

**SCHEDULE A**

1. Commitment Date: November 27, 2024 at 08:00 AM
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2021
    - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
    - Proposed Amount of Insurance: \$5,000.00
    - The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is:
  - Fee Simple
4. The Title is, at the Commitment Date, vested in:
  - [The North American Islamic Trust, Inc. \(NAIT\), a not-for-profit corporation, F/B/O Universal Foundation, Inc.](#)
5. The Land is described as follows:
  - SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**END OF SCHEDULE A**

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**EXHIBIT "A"**  
Legal Description

All that part of the West 14 acres of the North 26.76 acres of the South One-half of the Southwest One-Quarter of Section 35, Township 48, Range 33, in Kansas City, Jackson County, Missouri described as follows:

Beginning at a point lying 25.00 feet North of the Southwest corner of the West 14 acres of the North 26.76 acres of the South One-half of the Southwest One-Quarter of said Section 35; thence North 01 degree 08 minutes 58 seconds West along the West line of said tract, a distance of 414.86 feet to the Northwest corner of said tract; thence North 89 degrees 45 minutes 51 seconds East along the South line of WESTRIDGE MANOR, a subdivision in Kansas City, Jackson County, Missouri, a distance of 1387.79 feet; thence South 01 degrees 07 minutes 42 seconds East, a distance of 439.09 feet to a point of curve, said point being on the North right-of-way-line of 105th Street; thence in a Westerly direction along said North right-of-way line along a curve to the left having a radius of 328.09 feet and an initial tangent bearing of North 68 degrees 07 minutes 28 seconds West an arc distance of 126.90 feet (Deed = 128.08 feet); thence South 89 degrees 42 minutes 50 seconds West, along said North right-of-way line, a distance of 1258.23 feet to the point of beginning, EXCEPT that part in Grandview Road, and EXCEPT the East 75 feet of the tract described herein.

BEARING REFERENCE: The West line of the Southwest Quarter of Section 35, Township 48, Range 33, having an assumed bearing of North 01 degree 08 minutes 58 seconds West.

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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. 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.
6. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: The North American Islamic Trust

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

7. Furnish for examination a Certificate of Trust executed by all trustees of the The North American Islamic Trust. This commitment is subject to such further exceptions, if any, as may then be deemed necessary.
8. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Universal Foundation, Incorporation, a Missouri not-for-profit corporation

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws

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**SCHEDULE B, PART I - Requirements**  
(continued)

of the parent

- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

9. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
10. Certain counties in Missouri require that deeds transferring real estate be accompanied by the Real Property Certificate of Value. Presently those counties include Jackson, St. Louis, City of St. Louis and St. Charles. This form must be executed by the buyer/grantee in these transactions. Certain exemptions do apply. The official form can be obtained from the Recorder of Deeds or from our Company.
11. Our Company e-records in all counties where this service is offered. An additional electronic recording service fee will be assessed per document at the time of recording.
12. Request for Special Coverage must be received by the Company for approval at least 15 business days prior to closing.
13. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of a Company agent, an authorized employee of the insured lender, or by using Bancserv or other Company-approved third-party service, or under the supervision of attorneys actively licensed in the state where the document signings take place.
14. The transaction contemplated in connection with this Commitment is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.
15. The application for our title insurance does not give the name of the prospective purchaser. When such name is ascertained, the records must be searched for public record documents affecting the prospective purchaser, including, but not limited to, judgments, state tax liens, federal tax liens and federal non-revenue liens, if any. If the prospective purchaser is an entity, including, but not limited to, a corporation, limited liability company, partnership, limited partnership or trust, certain additional requirements may be necessary.
16. 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.
17. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed

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**SCHEDULE B, PART I - Requirements**

(continued)

Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

18. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the Policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this Commitment, the amount of the requested Policy will be assumed to be \$5000.00, and the total liability of the Company on account of this Commitment shall not exceed that amount, until such time as the actual amount of the Policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable charges for same shall have been paid.
19. The Company has been advised about an issue affecting the ability to accurately search business names in Missouri Case.net. Once this issue has been resolved, the Company will require an updated search and reserves the right to make additional requirements and/or exceptions as we may deem necessary.
20. Furnish for recordation of deed from Universal Foundation, Incorporated, a Missouri not-for-profit corporation to the prospective purchaser. The application for our title insurance does not give the name of the prospective purchaser.
21. Furnish satisfactory evidence assessments due and payable to the City of Kansas City evidenced by Account ID No. [0686301824](#), in the amount of \$7,524.00, plus applicable penalties, interest, and fees, are fully paid.
22. Furnish satisfactory evidence assessments due and payable to the City of Kansas City evidenced by Account ID No. [0299442816](#), in the amount of \$3,948.00, plus applicable penalties, interest, and fees, are fully paid.
23. Furnish for recordation a Satisfaction or Release of the Lien and Notice for Delinquent Assessments due and payable to The City of Kansas City, Missouri, by and through its Water Services Department shown below:
- Amount: \$4,782.19, plus applicable, penalties interest and fees  
 Recording Date: August 26, 2021  
 Recording No.: [2021E0094102](#)
24. Furnish proof of dismissal of the pending court action shown below:
- Plaintiff: City of Kansas City, Missouri  
 Defendant: The North American Islamic Trust, Inc.  
 County: Jackson  
 Court: Jackson  
 Case No.: [2416-CV22962](#)  
 Nature of Action: Petition for Recovery of Delinquent City Tax  
 Attorney: See Document
25. The delinquent land tax foreclosure suit filed in the Circuit Court of Jackson County, Missouri under Case Number K2024-02532.

Note: Concerning the deletion of the above requirement, the Company will require that the collector of revenue

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**SCHEDULE B, PART I - Requirements**  
(continued)

be **paid all delinquent taxes (including but not limited to 2019-2021 taxes)**, including principal, interest, penalties, attorney's fees, and cost prior to any delinquent tax foreclosure sale and the collector's certificate of redemption be satisfactorily issued pursuant to Section 141.420 RSMo. and presented for our examination. The Company reserves the right to make additional requirements and/or exceptions after review of the requested documentation.

26. The existence of **Universal Foundation, Incorporated** and **The North American Islamic Trust, Inc. (NAIT)**, a **not-for-profit corporation** ended by a dissolution. Under Section 351.476, RSMo., the existence of said Corporation(s) is continued for the limited purpose of winding up its affairs. It must be established to the Company's satisfaction that the sale of the Land to the proposed Insured is in furtherance of the winding up of said Corporation. In this connection, the Company must be furnished with a corporate resolution of shareholder agreement bearing on the liquidation, after examination of which the Company reserves the right to raise additional requirements.

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART II - Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions 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 encumbrance, violation, variation, or adverse circumstance, boundary lines overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.
5. Any lien or right to a lien, for services, labor, material, or equipment 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. The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable November 1, 2024, delinquent January 1, 2025.

City, State and County Tax ID No.: [49-830-06-23-00-0-000](#)

2024 Base Amount: \$22,609.44, DUE AND PAYABLE, but not yet delinquent  
 2023 Base Amount: \$32,801.15, DUE AND DELINQUENT, plus applicable penalties, interest, and fees  
 2022 Base Amount: \$29,992.83, DUE AND DELINQUENT, plus applicable penalties, interest, and fees  
 2021 Base Amount: \$26,352.59, DUE AND DELINQUENT, plus applicable penalties, interest, and fees  
 2020 Base Amount: \$27,675.24, DUE AND DELINQUENT, plus applicable penalties, interest, and fees  
 2019 Base Amount: \$4,023.79, DUE AND DELINQUENT, plus applicable penalties, interest, and fee - PARITAL PAYMENT FOR 2019 TAXES applied in the amount of \$20,069.54 under Receipt No. [14153542](#) and \$22,445.35 under Receipt No. [14177836](#).

2024 Assessed Value: \$224,000.00  
 2023 Assessed Value: \$334,394.00  
 2022 Assessed Value: \$267,528.00  
 2021 Assessed Value: \$267,528.00  
 2020 Assessed Value: \$267,528.00

a) We require proof of payment of special assessments and sewer usage fees, if any, due and payable to the City of Kansas City. If unpaid, these charges may become a lien against the property.

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**SCHEDULE B, PART II - Exceptions**  
(continued)

Our policy, when issued, will contain the following exception, unless proper proof of payment is provided:

Special Assessments, if any, which are DUE AND PAYABLE to the City of Kansas City.

8. All taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, which are not yet due and payable, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.

Any possible charges or assessments for water bills, public utilities, code enforcement and sanitary bills which may exist, but have not yet been recorded and/or filed.

9. Ingress and egress easement reserved in the deed filed April 24, 1956, in Book B-5027, at Page 611, as Document No. B-195652, assigned by Instrument No. [B-481048](#) in Book 5695 at Page 556.

10. Covenants, conditions and restrictions, including but not limited to a right of reversion set forth in the document(s):

Recording No: [B-494622](#) in Book 5734 at Page 666

Recording No: [B-551263](#) in Book 5895 at Page 229

11. Subject to that part, if any, lying within 105th St. dedicated as a public street by recorded plat of ROYAL OAKS OF ETEM THIRD PLAT, recorded as Document No. [B-498361](#) in Book 32 at Page 65.

12. Sewer easement condemned by the Circuit Court of Jackson County, Missouri, in Case Number 674731, evidenced by the copy of the decree filed May 10, 1966, in Book B-5890, at Page 481, as Document No. [B-549530](#).

13. Sewer easement granted to The City of Kansas City, recorded in Book B-5911, at Page 538, as Document No. [B-557470](#).

14. Easement granted to Kansas City Power & Light Company, recorded in Book K-642, at Page 929, as Document No. [K-280103](#).

15. Unrecorded easement for sanitary sewer as evidenced by the existence of a sanitary sewer line over the Eastern portion of the property, as shown on the Survey by Land Survey Company dated August 17, 1995, Job No. 43937.

16. Consequences, if any, of the encroachment of an overhead power line outside the easement recorded in Book K-642, Page 929, as Document No. [K-280103](#), as shown on the Survey by Land Survey Company dated August 17, 1995, Job No. 43937.

17. Unrecorded easement for the overhead power line and pole as evidenced by the existence of a overhead power line and pole on the Northern portion of the property, as shown on the Survey by Land Survey Company dated August 17, 1995, Job No. 43937.

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ASSOCIATION



**SCHEDULE B, PART II - Exceptions**

(continued)

18. Unrecorded easement for sanitary sewer as evidenced by the existence of a manhole and 24" RCP line on the Western portion of the property, as shown on the Survey by Land Survey Company dated August 17, 1995, Job No. 43937.
19. Prescriptive easement for ingress and egress for the benefit of the East 75 feet excepted from the land described in Schedule A, across the greater tract of land described in Schedule A.
20. Covenants, conditions and restrictions set forth in the Draft Declaration Trust by and between the North American Islamic Trust, Inc., and Universal Foundation Incorporation, Kansas City Missouri:  
  
Recording Date: January 15, 2010  
Recording No: [2010E0004629](#)
21. Tenancy rights, either as month to month or by virtue of written leases, of persons now in possession of any part of the Land.
22. State court judgments, state tax liens, and federal tax liens, if any, against the party(ies) to be insured as owner(s).

**END OF SCHEDULE B, PART II**

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## COMMITMENT CONDITIONS

**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
  - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
  - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
  - e. "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.
  - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
  - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
  - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
  - j. "Title": The estate or interest in the Land identified in Item 3 of 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;
    - 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 is not 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 is not 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 is only liable 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.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

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- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

**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.

**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION – INTENTIONALLY DELETED****END OF CONDITIONS**

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.

If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**

<http://www.fbi.gov>

**Internet Crime Complaint Center:**

<http://www.ic3.gov>

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective July 1, 2024

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information);
- biometric data (e.g. fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics, and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.



For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [aginqueries@ag.state.nv.us](mailto:aginqueries@ag.state.nv.us).

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Texas Residents: For additional information about your Texas consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

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- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

### **Accessing and Correcting Information; Contact Us**

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at [privacy@fnf.com](mailto:privacy@fnf.com), or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

# Recording Regulations for Kansas, Missouri, and Nebraska

Courtesy of Chicago Title Company, LLC  
2345 Grand Avenue, Suite 690  
Kansas City, MO 64108  
(816)421-5040

## Jackson County, Missouri

- \$21 first page, \$3 each additional page + \$4.75 per document E-recording fee
- Margins: 3" top margin on first page, 1" margin everywhere else\*
- First page must show Grantor, Grantee, and Grantee's address; legal description must either be shown or referenced.\*\*
- No printed material in the margins\*
- Notary: Printed name must be under signature; notary seal must be within the margins; commission expiration must be shown\*\*
- Real Property Certificate of Value required on all conveyance/corrective deeds (also in St. Louis County, St. Louis City, and St. Charles County)

## Clay/Platte/Other Counties, Missouri

- \$24 first page, \$3 each additional page + \$4.75 per document E-recording fee, where available
- Margins: 3" top margin on first page, 1" margin everywhere else\*
- First page must show Grantor, Grantee, and Grantee's address; legal description must either be shown or referenced.\*\*
- No printed material in the margins\*
- Notary: Printed name must be under signature; notary seal must be within the margins; commission expiration must be shown\*\*
- St. Louis **City**, Missouri: 1) Grantor's address must also be shown on the first page; 2) fees are \$23 first page, \$5 each additional page; and 3) **GRANTEE MUST ALSO SIGN ANY CONVEYANCE DEEDS**

## Kansas

- \$21 first page, \$17 each additional page + \$4.75 per document E-recording fee, where available
- Margins: 3" top margin on first page, 1" margin everywhere else\*\*
- First page must show Grantor, Grantee, and Grantee's address; legal description must either be shown or referenced.\*\*
- No printed material in the margins\*\*
- Notary: Printed name must be under signature; notary seal must be within the margins; commission expiration must be shown\*\*
- KS Real Estate Validation Questionnaire required on all conveyance/corrective deeds\*\*

## Nebraska

- \$10 first page, \$6 each additional page + \$4.75 per document E-recording fee, where available
- \$2.25/\$1,000 transfer tax
- Margins: 3" top margin on 1<sup>st</sup> page, 1" margin everywhere else\*\*
- First page must show Grantor, Grantee, and Grantee's address; legal description must either be shown or referenced.\*\*
- No printed material in the margins
- Notary: Printed name must be under signature; notary seal must be within the margins; commission expiration must be shown\*\*
- Nebraska Form 521 required on all conveyance/corrective deeds and leases\*\*

\* Failure to comply will result in a \$25 non-standard fee.

\*\* Failure to comply will result in the instrument's being rejected by the Recorder's Office.

All documents must be printed on standard 8½" x 11" white paper ONLY