



Auction Prospectus Barth Cox



1015 Quincy | Pittsburg, KS

This spacious one-level fixer-upper offers approximately 2,187 sq. ft., 3 bedrooms and 2 baths, all situated on two tracts totaling approximately 1.35 acres. Built around 1970, the home is ready for updating and renovation but offers loads of character and plenty to work with. The exterior features attractive stone accents with lap siding, a composite roof and an attached 2-car garage. Inside you'll find a formal living room, separate family room with a stone fireplace, laundry room and a comfortable one-level floor plan. Electrical service is reported to have been upgraded in approximately 2019. Outside may be one of the property's best features! The large, park-like tree-shaded setting includes beautiful mature oak and cypress trees, plenty of open yard space, a rear deck, partial concrete driveway and road frontage on two sides. The generous lot size provides considerably more outdoor space than you might expect from an in-town property. The property is currently zoned RP-3 (Planned Medium Density Residential District) and consists of two separate tracts, offering buyers an opportunity to investigate additional possibilities for the property. Whether you're looking for a renovation project, investment opportunity or a spacious property to make your own, this one has tremendous potential.

Presented By:

Andy

Remington

417-448-4727



(417) 667-7868



www.curtisandsonsrealty.com

Property Client Full

1015 E Quincy, Pittsburg, KS 66762

MLS#: 2633732 Status: Active

County:Crawford, KS

L Price: \$1

Residential

Area: 460 - Crawford County



Sub: Other
Type: Single Family
Bed: 3 Full Bath: 2 Half Bth: 0
Above Grade Fin: 2,187 Source: Assessor
Below Grade Fin: 0 Source: Assessor
Total Square Feet: 2,187 Source:
Lot Size: 1.35 - Acres Age: 51-75 Years
Elem: Yr Built: 1960
Middle: Senior: Tax: \$2,712
District: Pittsburg FP: Yes
Bsmt: No
HOA: \$/None CA: Yes
Terms: Gar: Yes
Legal: Lengthy, please call office.
Direction Faces:

General Information

Floor Plan: Ranch
Construct: Other, Wood Siding
Garage: 2/Attached, Other
Dining: Kit/Dining Combo
Lot Desc: City Limits, City Lot, Corner Lot, Wooded
Fireplace: 1/Gas Starter
Oth Rms: Family Room
Style: Traditional
Roof: Composition
Bsmt: Crawl Space
Lake:
Fence:
Utilities: Off The Kitchen

Remarks & Directions

ABSOLUTE REAL ESTATE AUCTION – SEPTEMBER 16TH AT 5:30 PM! Don’t miss this opportunity at 1015 E. Quincy in Pittsburg, Kansas. This spacious one-level fixer-upper offers approximately 2,187 sq. ft., 3 bedrooms and 2 baths, all situated on two tracts totaling approximately 1.35 acres. Built around 1970, the home is ready for updating and renovation but offers loads of character and plenty to work with. The exterior features attractive stone accents with lap siding, a composite roof and an attached 2-car garage. Inside you'll find a formal living room, separate family room with a stone fireplace, laundry room and a comfortable one-level floor plan. Electrical service is reported to have been upgraded in approximately 2019. Outside may be one of the property's best features! The large, park-like tree-shaded setting includes beautiful mature oak and cypress trees, plenty of open yard space, a rear deck, partial concrete driveway and road frontage on two sides. The generous lot size provides considerably more outdoor space than you might expect from an in-town property. The property is currently zoned RP-3 (Planned Medium Density Residential District) and consists of two separate tracts, offering buyers an opportunity to investigate additional possibilities for the property. Whether you're looking for a renovation project, investment opportunity or a spacious property to make your own, this one has tremendous potential. SELLING AT ABSOLUTE AUCTION — NO MINIMUM, NO RESERVE! Auction held Wednesday, September 16th at 5:30 PM. Property sells in its present condition.

Directions:**From the intersection of 4th Street and Broadway in downtown Pittsburg, travel east on 4th Street approximately 0.6 miles to Joplin Street. Turn right (south) on Joplin Street and continue approximately 2 blocks to Quincy Street. Turn left (east) on Quincy Street. The property is located on the left at 1015 E. Quincy Street.**

Room Information

Room Type	Dim	Level	Room Features	Room Type	Dim	Level	Room Features
Prim Bed	12 X 13	Main		Bed 2	12 X 13	Main	
Bed 3	9 X 11	Main		Bath 1	7 X 8	Main	Vinyl
Bath 2	4 X 7	Main	Vinyl	Family Rm	14 X 22	Main	Fireplace, Laminate Floors
Living Rm	14 X 28	Main		Kitchen	10 X 15	Main	Laminate Floors
Dining Rm	9 X 11	Main	Laminate Floors	Entry Rm	9 X 9	Main	Laminate Floors

Additional Information

Exclude:
Bldg Conv: Age Rest:
Ceiling R: Walls R:
Heating: Central Gas
Water: City/Public
Patio: Deck
Flooring: Luxury Vinyl Plank, Vinyl Floors
Interior: Fixer Up, Kitchen Island, Stained Cabinets
Exterior: Fixer Up
Appliances: Dishwasher, Disposal
Ownrshp:
Road Mnt: Public Maint
Other R:
Cooling: Central Electric
Sewer: City/Public
Pool:
Windows: Storm Windows, Wood Windows
Road Surf: Paved
City Limits: Yes

Financial Information

Will Sell: Cash
Tax: \$2,712
Spc Tax: \$0
HOA: \$0
Total Tax: \$2,712
Tax Comm: 0

Sample Contract

THIS AGREEMENT made this **16th day of September, 2026** between: **Barth Cox** and the person or persons signing below as SELLER, hereinafter referred to as "Seller," and the person or persons signing below as BUYER, hereinafter referred to as "Buyer."

WITNESSETH:

For and in consideration of the mutual obligations of the parties hereto, Seller agrees to sell and convey unto the Buyer, and Buyer agrees to purchase from Seller, the real estate described as:

Tract 1: Lots Five (5), Six (6), Seven (7), Eight (8), and Nine (9) in Block Seventeen (17) in the "Bon View" Addition to the City of Pittsburg, Crawford County, Kansas, according to the recorded Plat thereof. **EXCEPT** that part deeded to the City of Pittsburg in "Deed for Highway Purposes" dated March 8, 1968 and filed July 1, 1968 and recorded in Book 320, Page 303 in the Office of the Register of Deeds, Crawford County, Kansas, bounded and described as follows: Beginning at the Southeast Corner of said Lot Nine (9), and running thence West Thirty feet (30') on the south line of said Lot Nine (9), Thence Northeasterly Forty-two and Forty-two Hundredths feet (42.42') to the East Line of Lot Nine (9), thence South Thirty feet (30.0') to the place of beginning.

Tract 2: Lots Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14) in Block Seventeen (17) in the "Bon View" Addition to the City of Pittsburg, Crawford County, Kansas, according to the recorded Plat thereof.

The contract sales price shall be calculated by adding a buyer's premium of five percent (5%) or two thousand dollars, whichever is greater, to the final bid amount.

The contract sales price shall be \$ _____

_____ (10%) Ten percent of the contract sales price as earnest money is to be deposited with McFadden Land & Title, as escrowee, upon execution of this contract by Buyer.

The balance of the purchase price to be delivered at the date of closing.

This contract is subject to all the terms and conditions set forth in the "General Terms and Conditions."

BUYER(S):

SELLER(S):

Sample Contract

GENERAL TERMS AND CONDITIONS

1. EVIDENCE OF TITLE. The Seller shall, within 15 days from the date hereof, obtain a commitment to issue an owner's policy of title insurance in the amount of the purchase price, naming Buyer as the insured, written by a title insurance company licensed in Missouri which policy shall insure the owner's title to be in the condition called for by this contract, and which commitment shall provide that said policy shall be issued forthwith after the seller's general warranty deed shall be placed of record. After delivery of said title insurance commitment, the Buyer shall have ten days to examine said title insurance commitment and notify the Seller in writing of any objections thereto. If there be any objections, the Seller shall within a reasonable time furnish to Buyer a new or amended title insurance commitment satisfying any such objections, but if such commitment shall not be furnished within 30 days after said notice, the Buyer at his election may avoid this contract by written notice to the Seller prior to the furnishing of such commitment, in which case the down payment shall be returned to the Buyer. If the failure to furnish a title insurance commitment is due to the fact that title defects cannot be corrected, then this contract shall be void, unless the Buyer gives notice to the Seller in writing of his election to waive such defects, and the down payment shall be returned to the Buyer, and if the Seller was in actual good faith the Seller shall not be liable to the Buyer for any damages. The Seller shall pay all costs for the issuance of the title insurance commitment and policy.

It is understood and agreed that the title herein required to be furnished is marketable title as set forth in Title Standard 4 of the Missouri Bar. It is also agreed that any encumbrance or defect in the title which is within the scope of any of the title standards of the Missouri Bar shall not constitute a valid objection on the part of the Buyer, provided the Seller furnishes Affidavits, or other title papers, if any, described in the applicable standard.

2. CONVEYANCE BY GENERAL WARRANTY DEED. If the title to said real property be marketable in fact as called for herein, the Seller shall deliver to the Buyer at closing a trustee's deed free and clear of all liens and encumbrances whatsoever, except as herein provided.

3. TAXES AND RENTS. The Seller shall pay in full all state and county taxes and assessments, general and special, which are a lien upon the said property, except those taxes for this calendar year which shall be prorated as of the date of closing of this contract as a credit to Buyer, and Buyer shall thereafter be solely liable for all taxes payable on the premises for the year of closing.

4. POSSESSION. Possession of the property shall be delivered to the Buyer AT CLOSING/FUNDING.

5. FIXTURES, IMPROVEMENTS AND PERSONAL PROPERTY. If applicable, all fencing, gates, buildings and fixtures on said real estate shall be included in the property to be conveyed to Buyer, along with the following described personal property located thereon, to wit: Electric, plumbing, heating and air conditioning fixtures and equipment, attached floor coverings, window shades, venetian blinds, curtain rods, storm doors and windows, screens, awnings, and attached mirrors. All remaining personal property remaining on site as of close shall be property of the purchaser. The Buyer accepts the premises "as is" without any warranty, express or implied. The Buyer acknowledges and agrees that they are not relying on any representation of Seller or Seller's agent in signing this contract and agreeing to purchase the premises above described. The condition of the premises is reflected in the purchase price. Buyer acknowledges that they have conducted or have had an opportunity to conduct their own inspection of the premises and of its various components and accept the premises in its present condition

6. RIGHTS OF TENANTS. This sale is subject to the rights of use and possession of the following named tenants:

Tenant	Rights of Tenants
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N/A

7. GROWING CROPS. This sale includes all crops or hay or crop residues growing on the premises as of the date of this contract.

8. GOVERNMENT PAYMENTS. Buyer shall receive or be given credit at closing for all government payments payable with respect to or identifiable to these premises and payable to the owner of the real estate paid after the date of this contract.

Sample Contract

GENERAL TERMS AND CONDITIONS

9. SECTION 442.606 DISCLOSURE. The following disclosure is required by Missouri State Statute. Seller has no knowledge as to whether or not the Property has ever been used for methamphetamine production. Seller has no knowledge as to whether or not the Property has ever been used as the residence of a person convicted, or has ever been used as the storage site or laboratory for any of the substances for which a person was convicted, of any of those crimes listed in §442.606, RSMo.

10. CLOSING. This contract shall be closed at the offices of the escrowee on the first business day which is no more than 45 days from the date of this contract. The date of closing may be extended by either party upon notice to the other to allow sufficient time to correct title defects or provide evidence of title within the time limits presented by this contract.

Each party shall pay one-half of any fee charged by the escrowee for closing this transaction. Buyer will pay all recording costs other than for recording any documents required to be recorded by Seller in order to make title marketable.

11. EARNEST MONEY. The parties acknowledge that, should the Buyer fail to comply with the terms of this contract due to the Buyer's fault, that at the option of the Seller, the earnest money deposit paid down at the date of sale shall be considered as liquidated damages, and forfeited to Seller. Notwithstanding the foregoing provision if the Seller after making diligent effort to sell the premises in a commercially reasonable manner, sells the property for an amount that is less than the purchase price called for herein, and as a result incurs actual damages as a result of Buyer's breach that are greater than the liquidated damages, Seller may recover from Buyer the difference between the actual damages and the liquidated damages; and if the damages claimed are not paid within ten days from demand may also recover reasonable attorney's fees and costs incurred in collecting such additional damages.

12. AUCTIONEER'S BUYERS PREMIUM. In the event of a default by Buyer, Auctioneer is entitled to forfeiture of buyer's premium. In the event of a default by Seller, buyer's premium will be refunded to the buyer and Seller will be responsible for the repayment of buyer's premium to the Auctioneer.

This contract shall be binding upon each of the signatories hereto and their heirs and assigns.

13. AGENCY DISCLOSURE. Seller and Buyer acknowledge that the real estate licensees involved in this transaction may be functioning as agents of the Seller, agents of the Buyer, or transaction brokers. Licensees functioning as an agent of the Seller have a duty to represent the Seller's interest and will not be the agent of the Buyer. INFORMATION GIVEN BY THE BUYER TO AN AGENT FOR THE SELLER WILL BE DISCLOSED TO THE SELLER. Licensees functioning as an agent of the Buyer have a duty to represent the Buyer's interest and will not be an agent of the Seller. INFORMATION GIVEN BY THE SELLER TO AN AGENT FOR THE BUYER WILL BE DISCLOSED TO THE BUYER. Licensees functioning in the capacity of a transaction broker are not agents for either party and do not advocate the interests of either party. Listing Licensee and Selling Licensee are functioning as Seller's Agent.

Sample Contract

SPECIAL TERMS AND CONDITIONS

1. **"AS IS" SALE.** Buyer(s) are purchasing the property in its "EXISTING CONDITION" WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE. Buyer(s) acknowledge for Buyer(s) and Buyer(s') successors, heirs and assignees, that Buyers have been given a reasonable opportunity to inspect and investigate the property and all improvements thereon, either independently or through agents of Buyer(s') choosing at Buyer(s') expense and that in purchasing the property, Buyer(s) is/are not relying on Seller or Seller's agents as to the condition of the property and/or any improvements thereon, including but not necessarily limited to: ALL EXISTING WINDOW COVERINGS, FLOOR COVERINGS, ELECTRICAL, PLUMBING, HEATING, SEWAGE, SEPTIC, ROOF, FOUNDATION, SOILS AND GEOLOGY, LOT SIZE OR SUITABILITY OF THE PROPERTY AND/OR ITS IMPROVEMENTS FOR PARTICULAR PURPOSES, OR THAT THE IMPROVEMENTS ARE STRUCTURALLY SOUND AND/OR IN COMPLIANCE WITH ANY CITY, COUNTY, STATE AND/OR FEDERAL CODES OR ORDINANCES. The closing of this transaction shall constitute an acknowledgment by the Buyer(s) that the premises were accepted without representation or warranty of any kind or nature and in its "EXISTING CONDITION" based solely on Buyer(s') own inspection.

Terms & Conditions

Real Property Terms & Conditions: To register, a prospective bidder must provide **name, residence address, phone number, and a valid driver's license**. By registering, a prospective bidder is acknowledging that he/she has read and agrees to be bound by the Terms and Conditions of Sale.

Contract - Immediately following the conclusion of the auction, we will write the sale contract and receive the escrow/earnest money of a 10% down payment. Payment check is non-refundable and payable to McFadden Land & Title.

Earnest Money- A **10% non-refundable earnest money deposit** will be required should successful bidding occur. The down payment may be paid in the form of a personal check, business check or cashier's check. The remainder of the purchase price is payable at closing. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING. Be sure you have arranged financing, if needed, and are capable of paying balance at closing.

Buyer's Premium - Purchase will be accompanied by an additional **five percent (5%) or two thousand dollars (\$2,000), whichever is greater buyer's premium**. The entire purchase price must be paid at closing in the form of certified funds.

Live Auction: The real estate auction will be conducted, **in-person live on Wednesday September 16, 2026 at 5:30 P.M. PM CST at 1015 Quincy Pittsburg, KS 66762**. Real Estate will be sold to the highest bidder with owner confirmation. Bids can be submitted live on the day of the auction.

Closing - Closing **on or before October 30, 2026** (45 days) at the office of **Security 1st Title**, 910 S. Broadway Pittsburg, KS 66762, phone 620-231-7755.

Agency: Curtis & Sons, Inc. is **acting as an agent for the seller**. Curtis & Sons, Inc. reserves the right to remove or cancel the bids and or bidding rights and privileges of any part, deemed not to be in the best interest of the seller. Curtis & Sons, Inc. or sellers may cancel the auction at their sole discretion any time prior to the execution of the Real Estate Contract.

Seller Approval: This sale is **owner approval**. The seller reserves the right to refuse or accept the final bid.

All announcements made the day of sale take precedence over any prior written or verbal terms of sale.

Curtis & Sons, Inc. | 121 S. Main St. Nevada, MO 64772 | 417-667-7868
www.CurtisAndSonsRealty.com
Curtis & Sons, Inc. is licensed in Missouri & Kansas

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
Westcor Land 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.

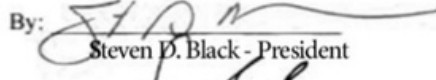
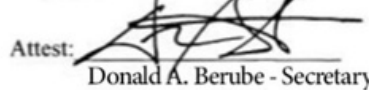
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

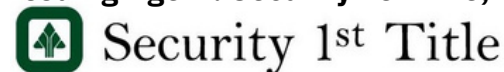
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.



By: 
Steven D. Black - President
Attest: 
Donald A. Berube - Secretary

Issuing Agent: Security 1st Title, LLC



Samantha Brutchin
(620) 231-7755
srbrutchin@security1st.com

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land 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; and Schedule B, Part II—Exceptions

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Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title, LLC	Buyer:	TBD
Issuing Office:	910 S. Broadway Pittsburg, KS 66762	Title Contact:	Samantha Brutchin (620) 231-7755 srbrutchin@security1st.com
ALTA Universal ID:	1147380		
Loan ID Number:			
Commitment No.:	KS-R3207520		
Property Address:	1015 E Quincy St; 0 S Rouse, Pittsburg, KS 66762		

SCHEDULE A

1. Commitment Date:

07/22/2026 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021

Proposed Insured: TBD

The estate or interest to be insured: Fee Simple

TBD

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:

Barth Cox

5. The Land is described as follows:

Property description set forth in Exhibit A attached hereto and made a part hereof.

Security 1st Title



By: _____

David Armagost, President

Commitment No.: KS-R3207520

Exhibit A

Tract 1: Lots Five (5), Six (6), Seven (7), Eight (8), and Nine (9) in Block Seventeen (17) in the "Bon View" Addition to the City of Pittsburg, Crawford County, Kansas, according to the recorded Plat thereof.

EXCEPT that part deeded to the City of Pittsburg in "Deed for Highway Purposes" dated March 8, 1968 and filed July 1, 1968 and recorded in Book 320, Page 303 in the Office of the Register of Deeds, Crawford County, Kansas, bounded and described as follows:

Beginning at the Southeast Corner of said Lot Nine (9), and running thence West Thirty feet (30') on the south line of said Lot Nine (9), Thence Northeasterly Forty-two and Forty-two Hundredths feet (42.42') to the East Line of Lot Nine (9), thence South Thirty feet (30.0') to the place of beginning.

Tract 2: Lots Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14) in Block Seventeen (17) in the "Bon View" Addition to the City of Pittsburg, Crawford County, Kansas, according to the recorded Plat thereof.

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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, and recorded in the Public Records.
5. **We require all general taxes and special assessments for the current year, and all previous years, to be paid in full or as otherwise agreed to by the parties. County tax information is hyperlinked on the Cover Page of this Commitment. General taxes and special assessments for the Land are currently taxed as follows, subject to interest and penalties:**

Tax Year: 2025

Full Amount: \$2,539.48, Paid

Tax Parcel Number: 209-29-0-40-23-004.00-0 (Tract 1)

6. **We require all general taxes and special assessments for the current year, and all previous years, to be paid in full or as otherwise agreed to by the parties. County tax information is hyperlinked on the Cover Page of this Commitment. General taxes and special assessments for the Land are currently taxed as follows, subject to interest and penalties:**

Tax Year: 2025

Full Amount: \$163.80, Delinquent

Tax Parcel Number: 209-29-0-40-23-001.00-0 (Tract 2)

7. **Tax Year: 2024**
Full Amount: \$176.61, Delinquent
Tax Parcel Number: 209-29-0-40-23-001.00-0 (Tract 2)
8. **File a release of Mortgage dated June 21, 2019, recorded June 24, 2019, as Book 638 at page 176, made by Barth Cox, to Zillow Home Loans, LLC fka Mortgage Lenders of America, L.L.C., in the amount of \$126,663.00. (Tract 1)**
9. **File a Warranty Deed from Barth Cox, stating marital status and joined by spouse, if any, to TBD.**
10. **Provide this company with a properly completed and executed Owner's Affidavit.**

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11. Recording 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: 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 per document, which is in addition to the County recording fees.

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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 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 at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **General taxes and special assessments for the year 2026, and subsequent years, none now due and payable.**
8. **Easements, restrictions, setback lines or servitudes, if any, reflected on the plat of said land filed March 18, 1975 as Plat Book F at page 31.**
9. **An easement for Ingress and Egress, recorded as Book 47 at page 65.
In favor of: City of Pittsburg, Crawford County, Kansas
Affects: portion of subject property**
10. **An easement for construction, recorded as Book 62 at page 221.
In favor of: City of Pittsburg, Kansas
Affects: portion of subject property**
11. **An easement for temporary use, recorded as Book 618 at page 590.
In favor of: City of Pittsburg, Crawford County, Kansas
Affects: portion of subject property**
12. **An easement for ingress and egress, recorded as Book 618 at page 589.
In favor of: City of Pittsburg, Crawford County, Kansas
Affects: portion of subject property**
13. **An easement for Permanent Right of Easement for Highway Purposes, recorded as Book 654 at page 943.
In favor of: City of Pittsburg, Crawford County, Kansas
Affects: portion of subject property**

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11. Recording 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: 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 per document, which is in addition to the County recording fees.

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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; and
- f. Schedule B, Part II—Exceptions; and
- g. a 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.
- 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.
- 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

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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

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Notice of Privacy Policy
of
Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can also be found on WLTIC's website at www.wltic.com.

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PRIVACY POLICY

WHAT DOES SECURITY 1ST TITLE DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Security 1st Title, LLC, pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Security 1st Title, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. (We do not control their subsequent use of information, and suggest you refer to their privacy notices.)

Sharing practices	
How often does Security 1st Title notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How does Security 1st Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How does Security 1st Title collect my personal information?	We collect your personal information, for example, when you • request insurance-related services • provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, <u>we do not share your personal information in those instances.</u>
Contact Us	If you have any questions about this privacy notice, please contact us at: Security 1st Title, 727 N. Waco, Suite 300, Wichita, KS 67203

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