



**For questions about your commitment  
or other title needs, please contact us:**

**7171 W 95th St., Ste 200  
Overland Park, KS 66212  
Phone: (913) 338-0100  
Fax: (913) 754-0221  
[www accuratetitleco.com](http://www accuratetitleco.com)**

**Thank you for your business!**

# Invoice

**Remit payment to:**

Accurate Title Company  
7171 W 95th St, Suite 200  
Overland Park, KS 66212-2249

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**Billed to:**

**Invoice number:** 2014362  
**Invoice date:** December 24, 2020  
**Please pay before:** December 24, 2020  
**Our file number:** 2014362

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**Property:**

NE Russell Rd.  
Kansas City, MO 64119  
Clay County

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DESCRIPTION	AMOUNT
Search Fee	240.00
<b>Invoice total amount due:</b>	<b>\$ 240.00</b>

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**WESTCOR LAND TITLE INSURANCE COMPANY**  
**ALTA COMMITMENT FOR TITLE INSURANCE**  
**(Adopted 6-17-06; Rev. 08-01-2016)**

**Transaction Identification Data for reference only:**

Issuing Agent: Accurate Title Company

Commitment No.: 2014362

**SCHEDULE A**

1. Commitment Date: December 4, 2020 at 8:00 A.M.

2. Policy to be issued:

	Amount	Premium
(a) Loan Policy (ALTA Loan Policy (06/17/06))	\$0.00	\$0.00
Proposed Insured:		

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:

Seldin Properties, LLC, a Nebraska limited liability company

5. The Land is described as follows:

A Part of the East 1/2 of the Northwest 1/4 of Section 12, Township 50, Range 33 and a part of Lot 42, Sunset Hill Addition to Kansas City, Clay County, Missouri. Described as follows: Beginning at a point which is 20 feet South of the North line of said East 1/2 of the Northwest 1/4 and 631.24 feet East of the Northwest corner thereof, which point is the Northeast corner of Lot 20, Sunset Hill, an Addition in Kansas City, Clay County, Missouri (now vacated); thence South in the West line of Wayne Avenue as Dedicated on the Plat of Sunset Hill (now vacated) a distance of 856.60 feet, more or less to the Southeast corner of Lot 42, Sunset Hill; thence West along the South line of Lot 42, a distance of 143 feet; thence North in a straight line 143 feet West of and parallel to the West line of Wayne Avenue as dedicated by the Plat of Sunset Hill (now vacated), to a point that is 20 feet South of the North line of said East 1/2 of the Northwest 1/4 of Section 12, Township 50, Range 33; thence East to the point of beginning.

BY:



Troy Podraza, Authorized Signatory

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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; and signed by the Company or its issuing agent that may be in electronic form.*



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ALTA COMMITMENT FOR TITLE INSURANCE  
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Commitment No.: 2014362

**SCHEDULE B, PART I  
Requirements**

All of the following Requirements must be met:

- 1. NOTE: WE ARE ISSUING THIS COMMITMENT FOR INFORMATIONAL PURPOSES ONLY. THERE WILL BE NO POLICY ISSUED IN CONJUNCTION WITH THIS COMMITMENT. LIABILITY OF THE COMPANY UNDER THIS SEARCH IS LIMITED TO THE AMOUNT PAID FOR SAME.**

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Commitment No.: 2014362

**SCHEDULE B, PART II**  
**Exceptions**

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

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.

**SPECIAL EXCEPTIONS**

(Special Exceptions are those defects disclosed by a search of the title to this property for which no coverage is provided by the policy to be issued.)

7. 2020 Taxes in the base amount of \$330.98, PAID IN FULL. (Key No. 17315000102500) Assessed as NE Russell Rd., Kansas City, MO.
8. NOTE: No open mortgages have been found of record, please verify this information and if this is incorrect notify the title department immediately.

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**ALTA COMMITMENT FOR TITLE INSURANCE**  
**(Adopted 6-17-06; Rev. 08-01-2016)**

Commitment No.: 2014362

9. Easements, Restrictions and Setbacks, if any, contained in the Plat and Dedication of SUNSET HILL, filed 5/20/1927, Book B, Page 8, but deleting any covenant, condition or restriction based on indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 ©.
10. Temporary Construction Easement granted to Kansas City, a Missouri municipal corporation, as set forth in the instrument filed 11/09/1984, as Document No. E93203 in Book 1581, Page 706
11. Standard Sewer Easement granted to Kansas City, a Missouri municipality, as set forth in the instrument filed October 1, 2003 as Document No. S28349 in Book 4361, Page 668.
12. No Certification is made as to special assessments except those certified to the Office of the County Treasurer.
13. CHAIN OF TITLE:

Special Warranty Deed, dated 11/15/2010, filed 12/21/2010, as Document No. 2010044107, in Book 6546, Page 84, executed by Seldin Properties, a Nebraska General Partnership, as Grantor(s), in favor of Seldin Properties, LLC, a Nebraska limited liability company, as Grantee(s).

NOTE: This chain of title is for informational purposes only and will not appear on the final policy to be issued hereafter.

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**ALTA Commitment Form  
(Adopted 06-17-06) (Revised 08-01-2016)**

**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 Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

WESTCOR LAND TITLE INSURANCE COMPANY

BY:



Troy Podraza, Authorized Signatory



By: Mary O'Vannelli

President

Attest: Patricia W. Bower

Secretary

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) signed by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. INTENTIONALLY OMITTED**

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## **NOTICE OF PRIVACY POLICY of Accurate Title Company**

Accurate Title Company value their customers and are 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 Accurate Title Company take to safeguard that information.

### **Who is Covered**

Accurate Title Company value their customers and are 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 Accurate Title Company take to safeguard that information.

### **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, Accurate Title Company do 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. Accurate Title Company may share nonpublic personal information as permitted by law with entities with whom Accurate Title Company has a joint marketing agreement. Entities with whom Accurate Title Company 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 Accurate Title Company use to protect this information and to use the information for lawful purposes. Accurate Title Company, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

### **Information Security**

Accurate Title Company, at all times, strive 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.



7171 W 95th St, Ste 200  
Overland Park, KS 66212  
Phone: (913) 338-0100  
Fax: (913) 754-0221

## Options for Paying Closing Funds (FUNDS MUST BE RECEIVED BY THE DISBURSEMENT DATE)

*Due to recent reports of attempted fraud involving the hacking of email accounts and the misdirection of wired funds, please phone our office immediately if you receive any deviations from or revisions to the wiring instructions contained herein. We are not liable for any misdirected funds that do not reach our Escrow Bank Account number listed below.*

### 1. Direct Deposit

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Visit any Country Club Bank branch location, and request your funds to be deposited into Accurate Title Company's account # 435244114. Deposit slip must be faxed to (913)754-0221 and include borrower's name. NOTE: Must be a certified check or a transfer from an account at the financial institution mentioned below.

### 2. Wire

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Provide your bank with the following instructions:

Receiving Bank Name: Country Club Bank  
Bank Address: PO Box 410889  
Kansas City, Missouri 64141-0889  
ABA/Routing No.: 101001306  
Beneficiary Account No.: 435244114  
Beneficiary Account Name: Accurate Title Company

\*Must reference borrower's name\*

### 3. Bring Funds to Closing

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Funds MUST BE IN THE FORM OF A CASHIER'S CHECK if over \$500.00. If overnighted via UPS or FedEx, please send to the Accurate Title Company address above, Attn: .

**NOTE: ACCURATE TITLE COMPANY DOES NOT ACCEPT ACH TRANSFERS.**