



INFORMATIONAL REPORT

SCHEDULE A

File No.: 24018483

1. Effective Date: April 26, 2024 at 8:00 AM
2. The estate or interest in the land described or referred to in this Report is:

Fee Simple
3. Title to the Fee Simple estate or interest in said land is at the Effective Date vested in:

WEIGAND RANCH, L.L.C.
4. The land referred to in this Report is described as follows:

THE N.E. 1/4 OF SEC. 36, TWP. 17 S., RNG 17 E., CONTAINING 160 ACRES, MORE OR LESS, FRANKLIN COUNTY, KANSAS; **AND** THE W. 1/2 OF THE S.E. 1/4 AND THE WEST 2 1/2 RODS OF THE N.E. 1/4 OF THE S.E. 1/4 OF SEC. 36, TWP. 17 S., RNG. 17 E., FRANKLIN COUNTY, KANSAS.

TRACT 5: THE N.E. 1/4 OF THE S.E. 1/4 OF SEC. 36, TWP. 17 S., RNG. 17 E. OF THE 6TH P.M., EXCEPT THE WEST 2.5 RODS THEREOF, FRANKLIN COUNTY, KANSAS, AND EXCEPT BEGINNING AT A 1/2" IRON BAR AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 17 SOUTH, RANGE 17 EAST OF THE SIXTH P.M., THENCE SOUTH 00 DEGREES 34 MINUTES 02 SECONDS EAST 553.97 FEET ON THE EAST LINE OF THE SOUTHEAST QUARTER TO A 1/2" IRON BAR, AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 34 MINUTES 02 SECONDS EAST 774.46 FEET ON THE EAST LINE OF THE SOUTHEAST QUARTER, TO THE SOUTHEAST CORNER NORTHEAST QUARTER OF THE SOUTHEAST QUARTER SECTION 36, BEING MARKED WITH A 1/2" IRON BAR; THENCE NORTH 89 DEGREES 31 MINUTES 41 SECONDS WEST 483.23 FEET ON SAID SOUTH LINE TO A 1/2" IRON BAR; THENCE NORTH 01 DEGREES 47 MINUTES 55 SECONDS WEST 755.43 FEET ALONG AN EXISTING FENCE TO A 1/2" IRON BAR; THENCE NORTH 88 DEGREES 14 MINUTES 06 SECONDS EAST 499.49 FEET TO THE POINT OF BEGINNING, ALL IN FRANKLIN COUNTY, KANSAS.

For information purposes only, the property address is purported to be:
2020 CALIFORNIA Rd., QUENEMO, KS 66528

CROUCHER ABSTRACT & TITLE LLC
324 S. MAIN
OTTAWA, KS 66067
(785) 242-3281 / Fax (785) 242-3223
contactus@crouchertitle.com

File No.: 24018483



SCHEDULE B

- a. Lien of taxes for the second half of the year 2023 and all subsequent years. Taxes for the first half of the year 2023 and prior years are paid in full. Amount of 2023 taxes: \$1,045.88, Tax ID No. GRE0067. SECOND HALF OF 2023 TAXES ARE DUE BUT NOT DELINQUENT UNTIL MAY 10, 2024.

Lien of taxes for the second half of the year 2023 and all subsequent years. Taxes for the first half of the year 2023 and prior years are paid in full. Amount of 2023 taxes: \$138.60, Tax ID No. GRE0070. SECOND HALF OF 2023 TAXES ARE DUE BUT NOT DELINQUENT UNTIL MAY 10, 2024.

- b. SUBJECT TO PUBLIC ROAD(S).
- c. RIGHT OF WAY GRANTED TO CITIES SERVICE GAS CO., RECORDED MAY 11, 1928 IN MISC. BOOK 19 PAGE 612.
- d. OIL AND GAS LEASE GRANTED TO RANTOUL ENERGY CORP., RECORDED DECEMBER 14, 1979 IN MISC. BOOK 94 PAGE 20.
- e. SURVEY RECORDED MAY 13, 2002 IN SURVEY BOOK 2 PAGE 606 ON SLIDE 186A.
- f. MORTGAGE FROM WEIGAND RANCH, L.L.C., TO FREEDOMBANK, DATED MAY 22, 2015, RECORDED MAY 22, 2025 IN MORTGAGE BOOK 553 PAGE 791
- g. MORTGAGE FROM WEIGAND RANCH, L.L.C., A KANSAS LIMITED LIABILITY COMPANY, TO FREEDOMBANK, DATED OCTOBER 20, 2017, RECORDED OCTOBER 20, 2017 IN MORTGAGE BOOK 583 PAGE 617
- h. MORTGAGE FROM WEIGAND RANCH LLC, TO FREEDOMBANK, DATED FEBRUARY 15, 2024, RECORDED FEBRUARY 16, 2024 AS INSTRUMENT NO. 2024-00371 (INCLUDES OTHER PROPERTY)
- i. Information provided on this report is for informational purposes only, CROUCHER ABSTRACT & TITLE LLC, will not assume any responsibility for claims on said property.



A handwritten signature in black ink, appearing to read 'Rodney K. Croucher'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Rodney K. Croucher

City Service Gas Company - Central Kansas Bank - Street Company
- May - June 17, 1930 - Vol 27 Page 101

STATE OF Kansas)
County of Franklin) ss.

On this 30th day of April, 1928, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared T. W. Scott and Kate Hamilton Scott his wife to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as there free and voluntary act and deed for the uses and purposes therein set forth.
My commission expires Aug 19th 1930
(SEAL)

Martin Strafass
Notary Public.

Recorded May 11th A.D. 1928 at 8 o'clock A.M.

By Catherine Wassmer
Deputy.

Lynne A. Wilson
Register of Deeds.

RIGHT OF WAY

10645

STATE OF Kansas)
COUNTY OF Franklin) SS.

KNOW ALL MEN BY THESE PRESENTS: THAT FOR AND IN CONSIDERATION of Fifty Cents Per Rod DOLLARS to - paid, the receipt of which is hereby acknowledged, J. O. Mize and Anna M. Mize his wife do hereby grant and convey to Cities Service Gas Company, a corporation, with offices at Bartlesville, Oklahoma, its successors and assigns, the right of way, easement and privilege, to lay, repair, maintain, operate and remove pipe lines for the transportation of oil, gas, water, or any other fluid or substance, over and through our lands; described herein, to-wit:

Said Lands lying within Franklin County, State of Kansas, described as follows:

the NW 1/4 Section 36, Township 17 Range 17

with ingress and egress to and from the same.
TO HAVE AND TO HOLD unto Cities Service Gas Co., its successors and assigns, so long as such line or lines shall be maintained for the purpose of constructing, inspecting, repairing, operating and maintaining the same and the removal of such at will, in whole or in part. The said Grantors to fully use and enjoy the said premises, except for the purposes hereinbefore granted to said Cities Service Gas Co. who hereby agrees to pay any damages which may arise to crops or fences from the laying, erecting, and repairing of said pipe, lines; said damages if not mutually agreed upon to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor their heirs or assigns; one by Cities Service Gas Co., or its assigns; and the third by the two so appointed as aforesaid, and the written award of such three persons, shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, Fifty Cents per rod shall be paid for each additional line so laid, besides the damage above provided for.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

Witness - hand, this 30th day of April, 1928.
Signed and delivered in the presence of the undersigned witnesses: - - - - -

J. O. Mize
Anna M. Mize

STATE OF Kansas)
County of Franklin) ss.

On this 30th day of April, 1928, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared J. O. Mize and Anna M. Mize his wife to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as there free and voluntary act and deed for the uses and purposes therein set forth.
My commission expires Aug 19th 1930

Martin Strafass
Notary Public.

(SEAL)
Recorded May 11th A.D. 1928 at 8:05 o'clock A.M.

By Catherine Wassmer
Deputy.

Lynne A. Wilson
Register of Deeds.

AFFIDAVIT OF IDENTITY.

STATE OF KANSAS,)
County of Franklin) ss.
John Flaherty being duly sworn, deposes and says: That he was well acquainted with J. C. Hughes to whom H. E. Silliman conveyed Lots 2-4-6 & 8 Block 18 University Addition No. 2 to Ottawa Franklin County, Kansas, by Warranty deed, dated the 28th day of November 1888, and with Joseph C. Hughes who conveyed said above described land to Clarence Hooker and Dero Austin by Warranty deed, dated the 11th day of June 1909, and affiant positively knows that the said J. C. Hughes and the said Joseph C. Hughes are one and the same persons, notwithstanding the discrepancy of the names. And further deponent saith not.

John Flaherty

Subscribed and sworn to before me this 10th day of March A.D. 1921.

(SEAL)
Notarial Commission Expires April 11th 1924.

B. L. Rowland
Notary Public.

Recorded May 14th A.D. 1928 at 11:45 o'clock A.M.

By Catherine Wassmer
Deputy.

Lynne A. Wilson
Register of Deeds.

OIL AND GAS LEASE

94-19
THE WESTERN SPIRIT
Paola, Kansas

AGREEMENT Made and entered into the 13th day of December, 1979
by and between Eugene Hart and Elizabeth Hart

of Franklin County Party of the first part, hereafter called lessor (whether one or more)
and Raitoul Energy Corp. party of the second part, lessee.

WITNESSETH, That the said lessor, for and in consideration of Six Hundred Eighty and 25/100 DOLLARS cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee, for the sole and only purpose of mining and operating for oil and gas; and laying pipe lines, and building tanks, powers, stations and structures thereon to produce, save and take care of said product, all that certain tract of land situate in the County of Franklin State of Kansas described as follows, to-wit:
N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 30 Township 18 Range 18 and containing 80 acres more or less SW $\frac{1}{4}$ SE $\frac{1}{4}$ and W 2 $\frac{1}{2}$ Rods NE $\frac{1}{4}$ SE $\frac{1}{4}$ and NE $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ all in Section 36 Township 17 Range 17 and containing 241.15 acres more or less; NE $\frac{1}{4}$ of Section 25 Township 18 Range 17 and containing 160 acres more or less; SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 31 Township 17, Range 18 and containing 40 acres more or less; NW $\frac{1}{4}$ of Section 5 Township 18 Range 18 and containing 159 acres, more or less.

It is agreed that this lease shall remain in force for a term of five years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee.

In consideration of the premises the said lessee covenants and agrees:

- 1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, or other conveyance, the equal one-eighth ($\frac{1}{8}$) part of all oil produced and saved from the leased premises.
- 2nd. To pay lessor as royalty one-eighth of the proceeds from the sale of gas from each well where gas only is found, for all gas used off the premises, and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by lessor making own connections with the well at lessor's own risk and expense.
- 3rd. To pay lessor for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gas, one-eighth ($\frac{1}{8}$) of the proceeds at the prevailing market rate for the gas used, for the time during which such gas shall be used, said payments to be made annually at the end of each yearly period.

If no well be commenced on said land on or before the 13th day of December, 1980 this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the lessor's credit in the Peoples National Bank at Ottawa, Kansas or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Six Hundred Eighty and 25/100 DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date.

In like manner and upon like payments or tenders the commencement of a well may be further deferred for a like period of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable, as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if the second well is not commenced on said land within 12 months from the expiration of the last rental period which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner or hereinafter provided. And it is agreed that upon the resumption of payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operations thereon, except water from wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.
No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by lessee's operations to growing crops on said land.
Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rental.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

In Testimony Whereof We Sign, this the 13th day of December, 1979

Witness,
Eugene Hart
Eugene Hart
Elizabeth Hart
Elizabeth Hart

(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

ACKNOWLEDGMENT TO THE LEASE.

94-20

STATE OF Kansas
County of Franklin

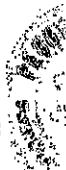
ss.

BE IT REMEMBERED, That on this 13th day of December in the year of our Lord one thousand nine hundred and 79, before me, a Notary Public in and for said County and State, came

Eugene Hart and Elizabeth Hart, his wife
to me personally known to be the identical person who executed the above and foregoing instrument, and who each duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.
My commission expires May 14, 1983

Peggy Stephenson
Peggy Stephenson Notary Public.



ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____ State of _____ the within named grant _____ in consideration of the sum of _____ Dollars to _____ in hand paid, the receipt whereof is hereby acknowledged, do _____ hereby sell, assign, transfer, set over and convey unto _____ heirs, and assigns, the within grant

TO HAVE AND TO HOLD THE SAME FOREVER, subject nevertheless, to the conditions therein contained.
In Witness Whereof, The said grant _____ hereunto set _____ hand _____ this _____ day of _____, 19 _____

ACKNOWLEDGMENT TO THE ASSIGNMENT.

STATE OF _____
County of _____

ss.

BE IT REMEMBERED, That on this _____ day of _____ in the year of our Lord one thousand nine hundred and _____, before me, a Notary Public in and for said County and State, came _____ and _____

to me personally known to be the identical person who executed the above and foregoing instrument, and who each duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires _____
Notary Public.

OIL AND GAS LEASE

FROM _____ TO _____

Date _____ 19 _____
Section _____ Township _____ Range _____
No. of Acres _____ County, Kansas.

Term _____

STATE OF Kansas
County of Franklin

ss.

This instrument was filed for record on the 14 day of December 1979 at 12:50 o'clock P. M., and duly recorded in book 94 page 19 of the records of this office.

By Shirley A. Coffey Register of Deeds
Deputy.

When recorded return to _____

James (377)

ACKNOWLEDGMENT WHERE LESSOR SIGNS BY MARK.

STATE OF _____
County of _____

ss.

On this _____ day of _____ A. D. 19____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____ and _____

to me known to be the identical person who executed the within and foregoing instrument by _____ mark. In my presence and in the presence of _____ and _____ as witnesses, and acknowledged to me that _____

executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal of office the day and year last above written.

My commission expires _____
Notary Public.

NOTE—The signature by mark of a lessor who cannot write his name must be witnessed by two witnesses, one of whom must write lessor's name near such mark.