



*First American Title™*

# ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

## Commitment

### COMMITMENT FOR TITLE INSURANCE

Issued By

**FIRST AMERICAN 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 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, **First American Title Insurance Company**, a Nebraska 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 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

#### **First American Title Insurance Company**

Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

**VALIDATING AGENT**  
**Meade County Title Co. Inc.**  
**P.O. BOX 520**  
**MEADE, KANSAS 67864**

If this jacket was created electronically, it constitutes an original document.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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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## 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;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

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

### 5. LIMITATIONS OF LIABILITY

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

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

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

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

**8. PRO-FORMA POLICY**

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

**9. ARBITRATION**

Arbitration provision intentionally removed.

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## Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

**What Type Of Information Do We Collect About You?** We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Collect Your Information?** We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

**How Do We Use Your Information?** We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Share Your Information?** We do not sell your information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Store and Protect Your Information?** The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

**How Long Do We Keep Your Information?** We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

**International Jurisdictions:** Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

**Contact Us** [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.



First American Title™

# ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

## Schedule A

### Transaction Identification Data for reference only:

Issuing Agent: Meade County Title Company, Inc.  
 Issuing Office: 121 East Carthage, P. O. Box 520, Meade, KS 67864  
 Issuing Office's ALTA® Registry ID: 1044906  
 Loan ID No.:  
 Commitment No.: 230112 TWIST  
 Issuing Office File No.: 230112 TWIST  
 Property Address: , , KS  
 Revision No.:

### SCHEDULE A

1. Commitment Date: January 23, 2023 at 08:00 AM
2. Policy to be issued:
  - (a)  ALTA® Own. Policy (06/17/06) Policy  
 Proposed Insured: To Be Determined  
 Proposed Policy Amount:
  - (b)  ALTA® Loan Policy (06/17/06) Policy  
 Proposed Insured:  
 Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:  
 Twist Family Farms, LLC, a Kansas limited liability company
5. The Land is described as follows:  
 Lots One (1) and Two (2) and the East Half of the Northwest Quarter (E/2 NW/4) of Section Thirty (30); the Northeast Quarter (NE/4) of Section Thirty (30); that part of the Southeast Quarter (SE/4) of Section Thirty (30) lying North of the Right of Way of the C.R.I.&P. Ry. Co.; that part of Lots Three (3) and Four (4) and the East Half of the Southwest Quarter (E/2 SW/4) of Section Thirty (30) lying North of the Right of Way of the C.R.I.&P. Ry. Co.; that part of the Northeast Quarter of Section Thirty-one (31) lying North of the Right of Way of the C.R.I.&P. Ry. Co.; that part of the Northwest Quarter of Section Thirty-two (32) lying North of the Right of Way of the C.R.I.&P. Ry. Co.; all in Township Thirty-one (31) South, Range Twenty-eight (28) West of the Sixth Principal Meridian, Meade County, Kansas.

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**Schedule A**  
(Continued)

Commitment No.: 230112 TWIST

Meade County Title Company, Inc.

By:   
Meade County Title Company, Inc.

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# Schedule BI & BII

Commitment No.: 230112 TWIST

### 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.
- a. An informational search has found the following:

1. No Mortgages found filed of record.
2. No current Oil & Gas Leases found filed of record.

3. FOR YOUR INFORMATION:

All N & E of RR

Tax/Map ID: 089-30-0-00-00-001.00-0 Parcel: 00933  
2022 taxes in the amount of \$10,031.30 paid.

part NE/4 31-31-28

Tax/Map ID: 089-31-0-00-00-001.00-0 Parcel: 00936  
2022 taxes in the amount of \$0.85 paid.

NW/4 N & E of RR

Tax/Map ID: 089-32-0-00-00-002.00-0 Parcel: 00942  
2022 taxes in the amount of \$412.98 paid.

- b. Requirements:

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## Schedule BI & BII

(Continued)

Commitment No.: 230112 TWIST

1. Provide Meade County Title Co., Inc. with any changes and/or amendments to the Operating Agreement of Twist Family Farms, LLC dated of April 27, 2013.
2. File and record a property executed Warranty Deed from Twist Family Farms, LLC, a Kansas limited liability company, to To Be Determined conveying title in and to the property described in Schedule A. No. 5 of this commitment.
3. Provide Meade County Title Co., Inc. with any lender information.
4. Provide Meade County Title Co., Inc. with an Owner's Affidavit.
5. We reserve the right to make any additional requirements.

### 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 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, unless such lien is 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. The lien of the general taxes for the year 2023, and thereafter.
8. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interest or rights excepted in (a) or (b) appear

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**Schedule BI & BII**

(Continued)

Commitment No.: 230112 TWIST

in the Public Records or are shown in Schedule B.

9. Easements and rights of way for roads and/or highways and/or railroads as may appear by physical inspection of the premises.
10. Easements and rights of way for public utilities underground and as may appear by physical inspection of the premises.
11. Report of Commissioners dated May 24, 1887, between Moses Black, William H. Hutchinson, Minor Wightman, Commissioners, to Chicago, Kansas and Nebraska Railway Company, granting for said company through the County of Meade, for its proposed railroad, and along the line of such proposed railroad a route for such proposed railroad, not exceeding one hundred feet in width, except for the purpose of cuttings and embankments it shall be necessary to take more, through the NE/4 31-31-28 & SE/4 30-31-28, along with other property also described. Filed in 1887, and any assignments and/or conveyances thereof.
12. Easement dated June 14, 1956, given unto P.H. Berghaus, an easement to enter upon the N/2 30-31-28, and to construct, operate, maintain, repair, and reconstruct thereon an irrigation ditch. Filed June 14, 1956 at 10:00 a.m. and recorded in Book 11, page 448, and any assignments and/or conveyances thereof.
13. Case No 4745 In the Matter of the Petition of Westerns Light & Telephone Company, Inc., a Corporation, to Exercise the Right of Eminent Domain for the Purpose of Obtaining an Easement for the Transmission of Electrical Energy, Plaintiff, vs Land Owners Anna J. Twist, widow & Roy Twist, Jr. and Betty Twist, Jr, wife. Petition dated –, to grant authority for easement or right-of-way to construct, operate, and maintain transmission line along the route proposed, together with rights of ingress and egress on and over part of the SW/4 of Section 30, lying N of CRI&P Railway Right-of-Way, and the N/2 of Section 30; all in T31-R28W. Filed 5/7/1956 in Meade County District Court, and any assignments and/or conveyances thereof.
14. Certificate of Appropriation for Beneficial Use of Water dated November 5, 1969, Application No. 3149, Priority date November 29, 1954, Certificate No 2,977, covering NE/4; E/2 NW/4; Lot 1; Lot 2; NE/4 SW/4; Lot 3; all in 30-31-28, along with other property also described. Filed November 18, 1969 at 1:45 p.m. and recorded in Book 18, page 399.
15. Findings and Order in the Matter of the Division of Water Right, File No. 13, 158, dated December 14, 2018, covering two wells; 1 well located near the center of the SW/4 NE/4 30-31-28 for irrigation use on the NE/4; E/2 NW/4; Lot 1; Lot 2; NE/4 SW/4; Lot 3; Lot 4; SE/4 SW/4; SE/4 all in 30-31-28, along with other property and wells also described. Filed February 28, 2019 at 1:30 p.m. and recorded in Book 56, pages 285-289.
16. Minerals Reserved by Seller of this Commitment.
17. It is agreed between the Company and the proposed insured that this commitment is a statement of the terms and conditions upon which the company will issue its title policy and that it is not an abstract of title. No title policy will be issued unless a request for such title policy is made in writing and payment of premium for such title policy has been tendered to the company prior to the expiration of the 180 days from the effective date on Schedule A. It is further understood that the charges made for this commitment contain no policy premium. This contract, including its liabilities and its obligations hereunder shall cease and terminate 180 days after the effective date hereof and all proposed coverages stated herein shall become null and void.

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