

# KANSAS CITY TITLE, Inc.

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www.kansascitytitle.com

May 13, 2020

RE: File No.: KCT-228357

Seller: John B. Boyd and Linda S. Boyd

Buyer: Travis Eugene Neff and Misty M. Neff

Property Address: 504 NE Promised View Drive, Lee's Summit, MO 64064

Enclosed is your Commitment for Title Insurance along with a preliminary estimate of charges and a copy of applicable privacy policies.

We have also included a copy of our Notice of Arbitration Agreement. Real Estate transactions are always complex and involve large sums of money. While Kansas City Title always tries to resolve or settle differences that may arise due to closing liability or issues concerning fees, there are circumstances in which the Title Company may not agree that it is responsible for a perceived loss to the customer. The arbitration process aids in diffusing any antagonism or anger and focus on whether there was an error by the Title Company, resulting in harm to the customer. The Arbitration Agreement specifically provides that the Title Company will bear the cost of arbitration without out-of-pocket expense to the customer. Execution of this form at closing is optional.

## **Schedule of Fees – Standard Residential Resale Transaction**

Standard Seller Closing Fee	\$225.00
Standard Buyer Loan Closing Fee	\$375.00*
Standard Buyer Cash Closing Fee	\$225.00*
Closing Protection Letter	\$ 25.00 each buyer/seller (Missouri only)
Wire Transfer or Express Delivery Service	\$ 25.00 each (if applicable)
eRecord Portal Fee	\$ 4.00 per recorded document
Title Policy Costs	See Commitment for Title Insurance - Schedule A

(\* includes notary services)

If you have any questions regarding the commitment, the closing of your transaction or the related fees, please contact the closing office listed at the bottom of Schedule A of the Commitment. We appreciate the opportunity to do business with you and look forward to servicing your closing needs.

## NOTICE AND ARBITRATION AGREEMENT

### Resolving Disputes - Arbitration Agreement:

**In this Arbitration Agreement, "Title Company" means , and "I", "me", "my" means the undersigned customer(s), individually and jointly**

I understand that I am a valued customer of and agree to contact the Title Company immediately, in writing or by telephone, if I have a problem with the real estate closing services provided to me. The Title Company will use its best efforts to work with me to resolve any problems that I may have. If the Title Company and I cannot arrive at a mutually agreeable solution, I agree that any dispute between me and the Title Company, regardless of when it arises or arose, will be resolved, at my option or the Title Company's option using the following arbitration procedures.

#### Disputes:

A dispute is any unresolved disagreement between the Title Company and me that in any way arises out of or is related to any of the closing services provided by the Title Company. A dispute includes any closing claim or controversy of any kind, including those based on broken promises or contracts, closing charges, tort (injury caused by negligent or intentional conduct), breach of fiduciary duty, fraud, or other wrongful actions. It includes any statutory, common law or equitable claim. A dispute also includes any disagreement about the meaning of this Arbitration Agreement and whether a disagreement or claim is a "dispute" subject to this Arbitration Agreement. No dispute may be joined in arbitration with a dispute of any other person or arbitrated on class action basis. A dispute regarding a policy of title insurance is subject to the terms of the policy rather than this agreement.

#### Binding Arbitration:

Binding Arbitration is a means of having one or more independent third parties (arbitrators) resolve disputes without using the court system, judges or juries. Arbitration is often a more cost effective and efficient means of resolving disputes. Either the Title Company or I may submit a dispute to binding arbitration at any reasonable time, even if a lawsuit or other proceeding has been started. If either the Title Company or I fail to submit to binding arbitration following a lawful demand, the party who fails to submit to arbitration shall bear the cost and expenses incurred by the party that demanded arbitration, except as otherwise provided with respect to Conciliation Court below.

The American Arbitration Association (the AAA) shall administer the arbitration, including the selection of arbitrators, pursuant to the commercial arbitration rules of the AAA and the AAA's supplementary procedures for consumer-related disputes. The arbitration shall be located in the county where the customer's property was purchased. Each arbitration will be governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code) and, to the extent any provision of that Act is inapplicable, unenforceable, or invalid, the laws of the State in which the property is located shall govern this Arbitration Agreement and the arbitration proceeding. **The Title Company agrees to pay all filing and hearing fees for any dispute which I file against the Title Company, except where otherwise expressly provided in this Arbitration Agreement.** To find out how to initiate arbitration, I can call the AAA office at (800)778-7879 or check the AAA's website at [www.adr.org](http://www.adr.org).

#### Miscellaneous:

All parties to the arbitration (the AAA, the arbitrator, the Title Company, and I) shall take any action necessary, and reasonably possible to assure that an arbitration proceeding started under this Arbitration Agreement is finished within one hundred eighty (180) days from the date the dispute is filed with the AAA. The arbitration proceeding shall be conducted at a location determined by the AAA in accordance with this Arbitration Agreement. All statutes of limitation applicable to any dispute shall apply to any arbitration between the Title Company and me. If a dispute is properly filed in conciliation, small claims or justice court (collectively a Conciliation Court) and the Conciliation Court has the jurisdiction to resolve the dispute, including all cross-claims and counterclaims, the party that demands arbitration and removes the dispute from Conciliation Court shall pay the administrative fee of the AAA and the fees, costs, and expenses of the arbitrator(s). This Arbitration Agreement shall survive the termination, amendment or expiration of any documents or relationships between the parties.

#### Severability:

If the arbitrator or any court determines that one or more of the terms of this Arbitration Agreement are unenforceable, such determination will not impair or affect the enforceability of the other terms of this Arbitration Agreement.

#### NOTICE:

WHEN YOU SIGN THIS ARBITRATION AGREEMENT, YOU ARE AGREEING THAT EVERY DISPUTE DESCRIBED ABOVE MAY BE DECIDED EXCLUSIVELY BY ARBITRATION AND THAT THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. YOU AGREE THAT YOU WILL RECEIVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION, BUT ARE GIVING UP RIGHTS YOU MIGHT HAVE TO LITIGATE THOSE CLAIMS AND DISPUTES IN A COURT OR JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH CLAIMS OR DISPUTES. NEITHER THE TITLE COMPANY NOR I SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN ANY PRIVATE ATTORNEY GENERAL CAPACITY.

**IT IS IMPORTANT THAT YOU READ THIS ENTIRE AGREEMENT CAREFULLY**

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## ALTA COMMITMENT FOR TITLE INSURANCE



Issued By Old Republic National 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, Old Republic National 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Kansas City Title  
103 N Main, Suite 300  
Independence, MO 64050  
(816) 836-8233

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

BY: Kathy A. Pearce

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Authorized Officer or Agent

By

President

Attest

Secretary

## 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.

*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.*

**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 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.

# KANSAS CITY TITLE

Agent for Old Republic National Title Insurance Company

## ALTA COMMITMENT

### SCHEDULE A

Revised 5/13/20

File No.: KCT-228357

1. **Commitment Date:** May 5, 2020 at 8:00 a.m.

2. **Policy or Policies to be Issued:**

(a) ☒ ALTA Owner's Policy (06/17/06)

**Proposed Policy Amount:** \$1,750,000.00

Title Insurance Premium: \$842.00

Title Service Charge: \$1,184.00

Total Policy Cost: \$2,026.00

**Proposed Insured:** Travis Eugene Neff and Misty M. Neff

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:**

John B. Boyd and Linda S. Boyd, husband and wife

5. **The land is described as follows:**

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

Address Reference:

504 NE Promised View Dr, Lee's Summit, MO 64064

Kansas City Title  
103 N Main, Suite 300  
Independence, MO 64050  
(816) 836-8233

BY: Kathy A. Pearce



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Authorized Officer or Agent

Closing Office:

458 NE Coronado Drive  
Blue Springs, MO 64014  
Phone: (816)655-6640  
Fax: (816)224-8572

Closing Officer:

Jennifer Long  
jenniferl@kansascitytitle.com

## EXHIBIT A - LEGAL DESCRIPTION

All of Lot 5, TIFFANY WOODS, LOTS 1-13 AND TRACTS A, B, and C, a subdivision in Lee's Summit, Jackson County, Missouri, EXCEPT that part described as follows:

Beginning at the Northeast corner of said Lot 5; thence South 2 degrees 04 minutes 13 seconds West (Plat = South 2 degrees 02 minutes 37 seconds West) along the East line thereof a distance of 30.89 feet to the Southeasterly corner of said Lot 5; thence South 48 degrees 57 minutes 13 seconds West (Plat = South 48 degrees 55 minutes 37 seconds West) along the Southeast line of said Lot 5, a distance of 174.40 feet; thence North 17 degrees 08 minutes 11 seconds West, a distance of 158.87 feet to the North line of said Lot 5; thence South 87 degrees 56 minutes 55 seconds East (Plat = South 87 degrees 57 minutes 23 seconds East) along said North line, a distance of 179.57 feet to the point of beginning.

# ALTA COMMITMENT

## SCHEDULE B - Section I

### Requirements

File No.: KCT-228357

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 Record.
5. Properly executed Warranty Deed from John B. Boyd and Linda S. Boyd, husband and wife, conveying title to the proposed insured.
6. Satisfaction and Release of the Deed of Trust executed by John B. Boyd and Linda S. Boyd, husband and wife to Alan South, Trustee for UBS Bank, USA dated March 6, 2015 and recorded March 13, 2015 as Document No. 2015E0020844, securing an original amount of \$425,000.00, and interest.

FOR YOUR INFORMATION: We find a Beneficiary Deed recorded October 13, 2015 by and between John B. Boyd and Linda S. Boyd, husband and wife and John Richard Boyd, Kevin Patrick Boyd and Jennifer Elizabeth Meisberger, Successor Trustees of the John B. Boyd and Linda S. Boyd Family Trust dated October 8, 2015 as Document No. 2015E0092639.

NOTE: This will be deleted from the proposed policy upon recordation of the above Warranty Deed by the grantor of this Beneficiary Deed.

FOR YOUR INFORMATION REGARDING TAXES:

State, County and City Taxes for the year 2019 are paid, \$16,336.43.

Map No. 34-830-26-05-00-0-00-000, 2019 Assessed Valuation \$196,460, 2019 Mill Levy .083145

FOR YOUR INFORMATION REGARDING TRANSFER OF TITLE:

Please find below a list of the Transfer(s) of Title regarding the property contained in this Commitment for the past 36 months or the last transfer of record:

Date Recorded: 04/10/2013

Doc No.: 2013E0035632

Type of Deed: Warranty Deed

Grantor: BMO Harris Bank, N.A. successor by merger to M & I Marshall and Ilsley Bank

Grantee: John B. Boyd and Linda S. Boyd, husband and wife

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# **ALTA COMMITMENT**

## **SCHEDULE B - Section II**

### **Exceptions**

File No.: KCT-228357

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.

### **Standard Exceptions**

2.
  - (a) Rights or claims of parties in possession not shown by the public records.
  - (b) Easements, or claims of easements, not shown by the public records.
  - (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey.
  - (d) 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.
  - (e) General taxes for the year 2020 and thereafter: None now due and payable.

### **Special Exceptions**

3. Special Assessments levied against the premises in question now or in the future which may now be payable, but which have not been filed of record as of the date hereof.
4. Building Set-Back Line as shown by the recorded plat over a portion of the premises in question.
5. Public Utility Easement granted by the recorded plat over a portion of the premises in question.
6. Terms and provisions of the Restrictions contained in the instrument recorded as Document No. 2005I0112283, and amended by the instrument recorded as Document No. 2012E0044040.
7. Terms and provisions of the Homes Association Declaration recorded as Document No. 2005I0112283, and amended by the instrument recorded as Document No. 2012E0044040, which provides for, among other things, the levy of assessments, which if unpaid, may become a lien thereon.

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8. Assignment of Rights as Developers to The Bank of Grain Valley, as set forth in the instrument recorded as Document No. 2012E0044041.
9. Terms and provisions of Development Agreement between Burkart Enterprises, Inc. and the City of Lee's Summit, Missouri as shown in Document No. 2005I0060004.
10. Terms and provisions of Cooperative Agreement between Tiffany Woods Community Improvement District and Burkart Enterprises, Inc. and the City of Lee's Summit, Missouri as shown in Document No. 2005I0060005.
11. Easement over a portion of the premises in question, granted to Missouri Public Service Corp., by the instrument recorded as Document No. 461834 in Book 660 at page 261, more fully described therein.

Copies:

Travis Eugene Neff and Misty M. Neff  
Boyd  
Reece & Nichols Blue Springs  
John B. Boyd and Linda S. Boyd

# **PRIVACY POLICY**

## **A Guide to How We Use and Protect Customer Information**

### *Our Pledge To You*

We value the trust you have placed in us and we intend to continue to earn your trust each day. That's why we welcome this opportunity to describe our privacy policies and the steps we take to protect your customer information. In this brochure, you'll find details about these policies and procedures. In this brochure, "we", "our" and "us" refers to .

**The practices and policies contained in this disclosure are subject to change, but we will communicate any material changes to you when required by applicable laws.**

#### **This Is Our Pledge To You**

- We are committed to protecting your privacy at all times.
- We do not share customer information with outside companies for purposes of selling their products and services to you.
- We are committed to bringing you the services you need to successfully complete your real estate purchase, sale or finance transaction.
- We maintain security standards and procedures designed to protect customer information. We will continue to test and update our technology to improve the protection of our information about you. Behind this pledge is a simple idea. We want you to know that you can count on us - to protect the privacy and security of your customer information, and to provide you with the responsive, professional service you deserve.

#### **Our Policies Regarding The Collection, Use and Disclosure of Customer Information**

Our goal is to provide you with the services you will need to successfully complete your real estate purchase, sale or finance transaction. Along the way, we are committed to providing you with responsive, personalized service, and keeping you informed about new services that may be of immediate interest to you, or new benefits that can help you derive the greatest value from your relationship with us. Customer information is at the heart of our ability to provide superior service to you. In the sections that follow, we describe the types of information that are collected, and how and why that information may be shared with others.

#### **Information Collection**

The primary reason that we collect and maintain customer information is to serve you and administer our customer relationship with you. This information may be collected from a variety of sources, such as:

- information you provide to us on applications or forms;
- information we receive from an outside source, such as a county recorder, mortgage company or your real estate agent; or
- information about your transactions or experiences with companies affiliated with us.

The information we collect from these sources allows us to provide you with responsive and professional services to make sure the closing of your transaction is as trouble free as we can make it.

#### **We Do Not Sell Your Personal Information to Anyone**

We do not sell your personal information to anyone for the purpose of selling their products or services to you.

#### **We Limit The Disclosure Of Your Personal Information**

We do not disclose your personal information to anyone other than to effect or administer the service or product you have requested from us. The purchase, sale or finance of real estate is a complex transaction which requires us to obtain certain information about you and the property you are selling or buying in order to complete the home sale or purchase transaction. We do not share your personal information, unless one of the following exceptions apply:

- We share a limited amount of your personal information with companies that help us process or service your transaction. For example, we may share your name and the property address with a survey company or plat drawing company in order to collect information about the property in connection with providing you with a title insurance policy.
- We are permitted by law to share your personal information with others to protect the confidentiality of your records and to protect against claims, unauthorized transactions or other liabilities.
- We may also disclose personal information in limited circumstances where we believe in good faith it is required or permitted by law, for example: to cooperate with law enforcement authorities, regulatory authorities, or judicial process; and to resolve consumer disputes.

#### **Information Disclosed to Outside Parties in Other Situations**

We also disclose certain customer information to government agencies, consumer reporting agencies, and other outside parties as permitted or required by the Federal Privacy Act and other applicable laws. These disclosures are made for specific, limited purposes, such as to verify individuals' identities (reducing fraud and identity theft), to meet customer service expectations, or to make certain information a matter of public record (recording mortgages to let prospective buyers, title insurers, and others know about property liens).

#### **Information Confidentiality and Security Information Confidentiality and Protection Practices**

As we described in our Pledge to you, we are committed to preventing others from unauthorized access to your customer information, and we maintain procedures and technology designed for this purpose. We take several steps to protect the customer information we have about you, including the following:

- We update and test our technology on a regular basis in order to improve the protection of customer information.
- We require outside companies and independent contractors to whom we provide customer information, such as plat drawing companies, to enter into a confidentiality agreement that restricts the use of the information to those purposes and prohibits independent use of the information.
- We have internal procedures that limit access to customer information, such as procedures that require an employee to have a business need to access customer information. We maintain policies about the proper physical security of workplaces and records. Our physical, electronic, and procedural safeguards comply with federal regulations regarding the protection of customer information.

#### **Information Integrity Measures**

We protect the integrity of customer information about you through measures such as maintaining backup copies of account data in the event of power outages or other business interruptions, using computer virus detection and eradication software on systems containing customer data, installing computer hardware and software, and employing other technical means (known as "firewalls") to protect against unauthorized computer entry into systems containing customer information.

#### **How To Contact Us**

If you have questions or concerns about this Privacy Policy, you can write to us at: Kansas City Title, 11601 Granada Lane, Leawood, KS 66211 Attention: Compliance Officer; or you may call us at (816)836-8233.



## WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>Social Security number and employment information</li> <li>Mortgage rates and payments and account balances</li> <li>Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> — to offer our products and services to you	<b>No</b>	<b>We don't share</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	<b>No</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>
<b>For non-affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

<b>Questions</b>	Go to <a href="http://www.oldrepublictitle.com" style="color: blue; text-decoration: underline;">www.oldrepublictitle.com</a> (Contact Us)
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Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
<b>How does Old Republic Title protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .
<b>How does Old Republic Title collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i></li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>

<b>Joint marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn't jointly market.</i></li> </ul>
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Other Important Information
<p>Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at <a href="http://www.oldrepublictitle.com">www.oldrepublictitle.com</a> and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.</p>

Affiliates Who May be Delivering This Notice				
American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				