

GF&A

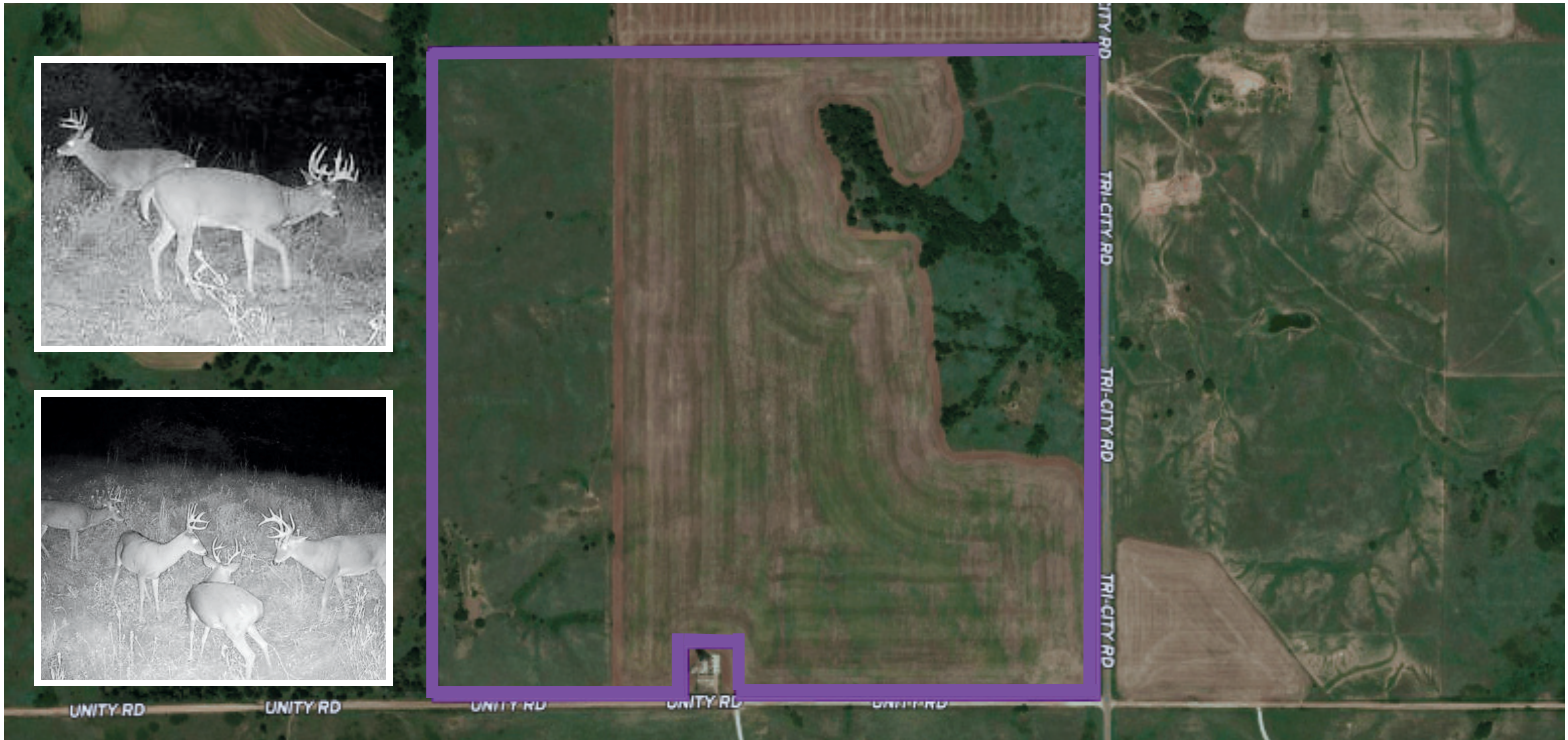
ONLINE ONLY

LAND AUCTION

154 ± ACRES • BARBER COUNTY, KANSAS

Wednesday, November 29, 2023 • 10:00 AM

ONLINE AT WWW.GAVELROADS.COM



Legal Description: SE ¼ except a tract of 8-31-10W in Barber Co., Kansas

Location: Located 7 miles north of Sharon, Kansas, on Tri-City Road. Property sits in the northwest corner at the intersection of Tri-City Road & Unity Road.

Description: Discover an exceptional 154 ± acre hunting paradise in Barber County, Kansas Deer Management Unit 16. This property is a hunter's dream, featuring a reliable water source, 80 ± acres of lush wheat fields, and abundant wildlife, including trophy white-tailed deer. Its prime location near 20 square miles of road-free land and a nearby milo field make it an irresistible destination. With half the land as natural habitat and the other half as income-generating tillable ground and pasture lease, this is your chance to own a perfect blend of beauty and practicality. Don't miss this rare opportunity!

Taxes: 2022 - \$615.72 Taxes will be prorated to the date of closing.

Minerals: Sellers do not own any mineral interest.

Possession: Possession of cultivation will be after 2024 wheat harvest. Possession of the pasture will be upon closing.

Terms: \$15,000.00 Earnest money required and shall be paid the day of the auction with the balance due on or before December 29, 2023. The property is selling in "as is" condition and is accepted by the buyer without any expressed or implied warranties. It is the buyer's responsibility to have any and all inspections completed prior to bidding. The buyer and seller shall split equally in the cost of title insurance and the closing fee. Bidding is not contingent upon financing. Financing, if necessary, needs to be arranged and approved prior to the auction. Statements made the day of the auction take precedence over all printed advertising and previously made oral statements. Gene Francis & Associates and Gavel Roads are agents of the Seller. Property selling in conjunction with Gavel Roads, LLC, Connie Francis, Broker (316) 425-7732. 



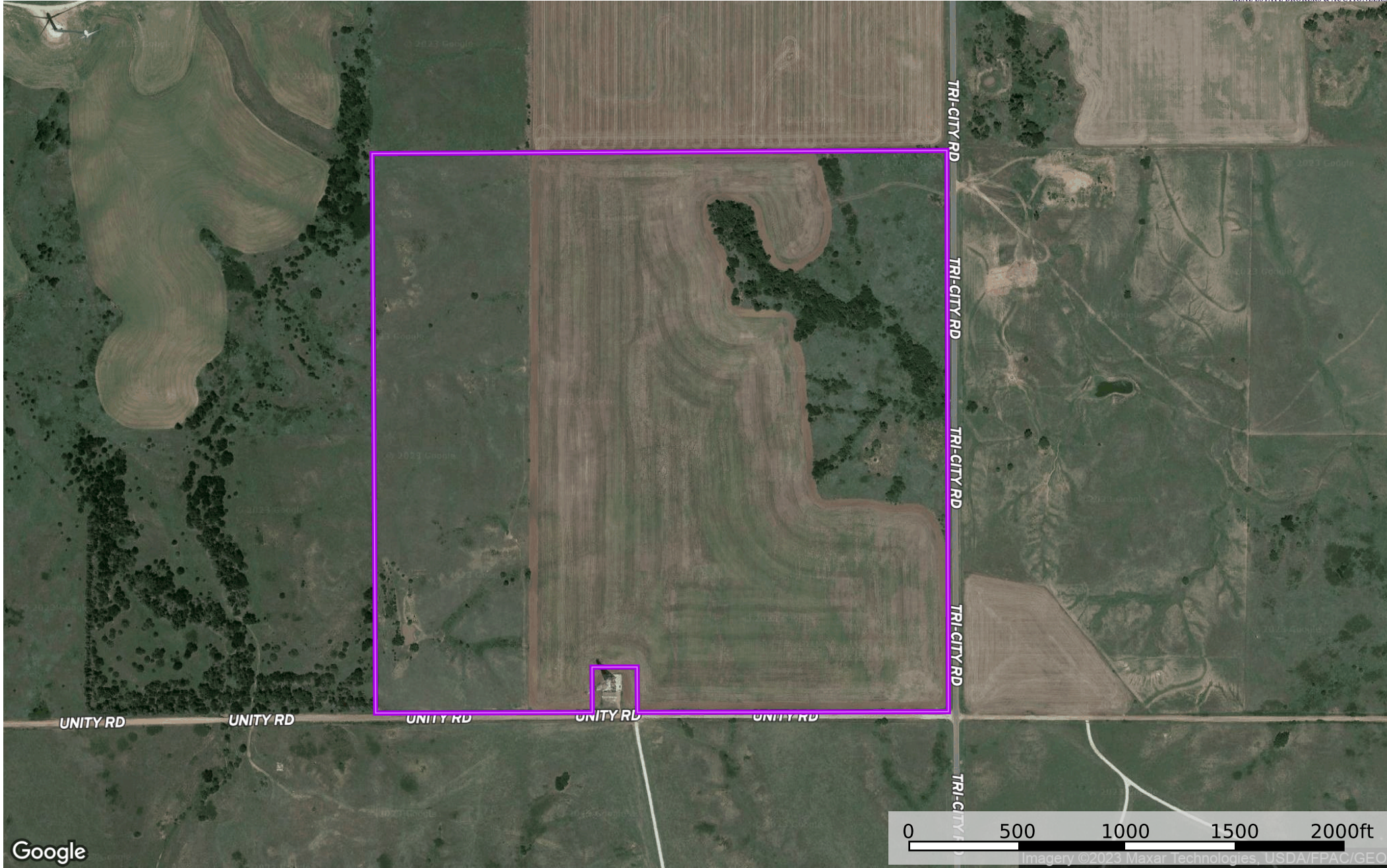
GENE FRANCIS & ASSOCIATES
REAL ESTATE BROKERS & AUCTIONEERS

Ralph Lilja, REALTOR®
(620) 243-3244
ralph@genefrancis.com

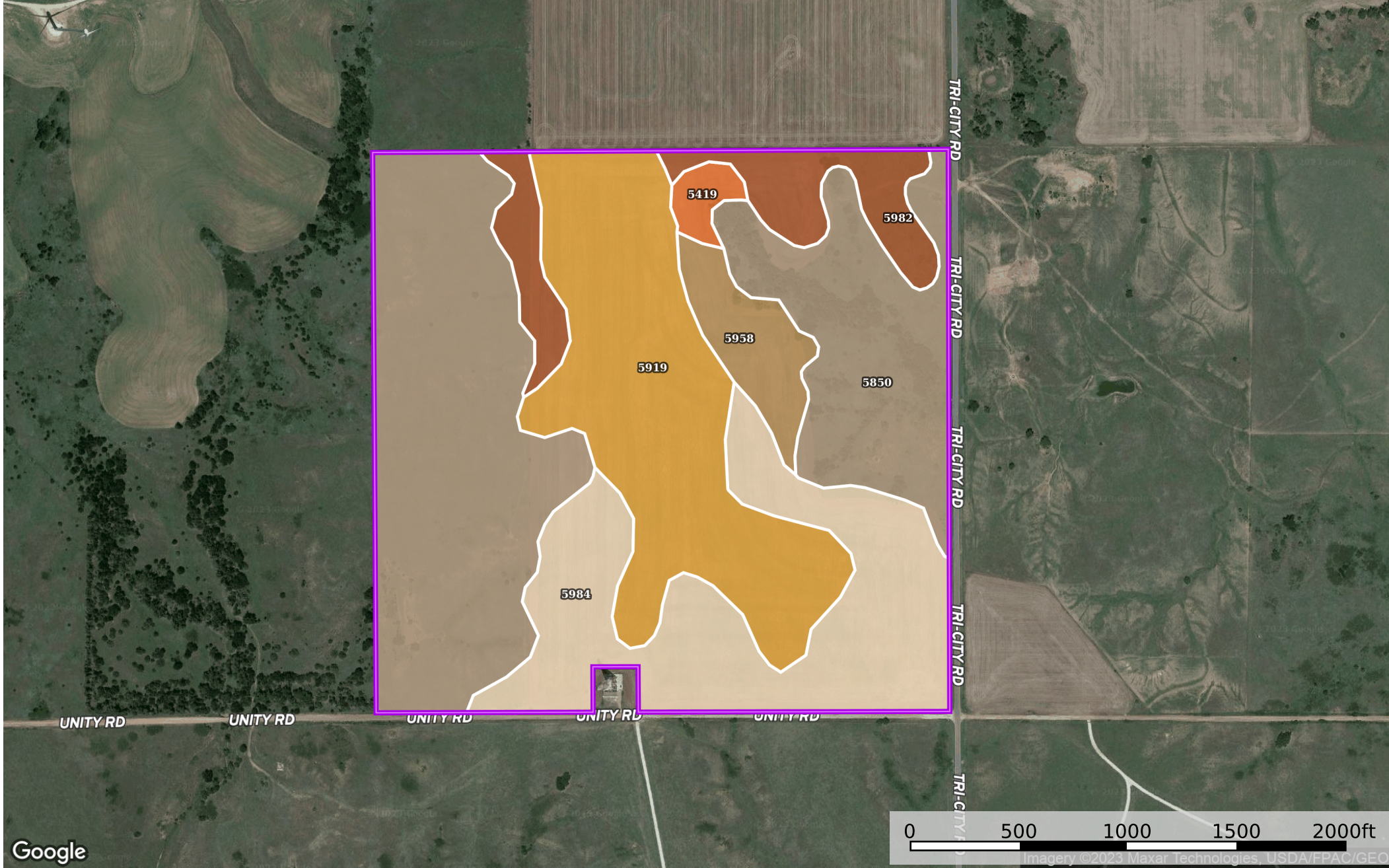
Tyler Francis, REALTOR® & Auctioneer
(316) 734-7342
tyler@genefrancis.com

For more information, please visit www.genefrancis.com





 Boundary 1



Boundary 1

| Boundary 1 154.75 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
5850	Albion and Shellabarger sandy loams, 6 to 15 percent slopes	64.37	41.6	0	40	6e
5919	Ost clay loam, 1 to 3 percent slopes	36.54	23.61	0	69	2e
5984	Nalim clay loam, 3 to 6 percent slopes, eroded	33.4	21.58	0	54	3e
5982	Nalim loam, 1 to 3 percent slopes	11.8	7.63	0	68	2e
5958	Shellabarger sandy loam, 3 to 6 percent slopes, eroded	6.71	4.34	0	47	3e
5419	Case-Clark clay loams, 3 to 7 percent slopes	1.93	1.25	0	63	4e
TOTALS		154.75(*)	100%	-	52.59	3.95

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability

								
	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

(s) soil limitations within the rooting zone (w) excess of water

Map of Farm 9091 in Kingm...

▼

Done

Common Land Unit

Cropland

No n-cropland

CRP

2023 Crop Year

Farm 9091

Tract 12272

Wetland Determination Identifiers

● Restricted Use

▼ Limited Restrictions

■ Exempt from Conservation Compliance Provisions

Tract 8 of 13

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

USDA Kingman County, Kansas



Common Land Unit

Cropland

No n-cropland

CRP

2023 Crop Year

Farm 9091

Tract 12397

Wetland Determination Identifiers

● Restricted Use

▼ Limited Restrictions

■ Exempt from Conservation Compliance Provisions

Tract 9 of 13

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

USDA Kingman County, Kansas



TOTAL	88.50	0.00
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7 of 10

NOTES

Tract Number	: 12397
Description	: SE4 8-31-10 (Barber)
FSA Physical Location	: KANSAS/BARBER
ANSI Physical Location	: KANSAS/BARBER
BIA Unit Range Number	:
HEL Status	: NHEL: No agricultural commodity planted on undetermined fields
Wetland Status	: Tract does not contain a wetland
WL Violations	: None
Owners	: WBGCOM INC
Other Producers	: None
ReconID	: None

Tract Land Data							
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
153.94	85.18	85.18	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	85.18	0.00	0.00	0.00	0.00	0.00

DCP Crop Data			
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	85.18	0.00	39
TOTAL	85.18	0.00	

NOTES

Tract Number	: 12425
Description	: Parcel in 34-30-9, S2SW4 35-30-9
FSA Physical Location	: KANSAS/KINGMAN
ANSI Physical Location	: KANSAS/KINGMAN
BIA Unit Range Number	:
HEL Status	: NHEL: No agricultural commodity planted on undetermined fields
Wetland Status	: Tract does not contain a wetland
WL Violations	: None
Owners	: WBGCOM INC
Other Producers	: None
ReconID	: 20-0952015-34

Tract Land Data							
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
552.75	188.08	188.08	0.00	0.00	0.00	0.00	0.0

Tract 12425 Continued ...



Print Current Tax Information

Type	CAMA Number	Tax Identification
RL	113 08 0 00 00 006 00 0 01	100-1000370
Owner ID	WBGC00001 WBG COM, INC	
Taxpayer ID	WBGC00001 WBG COM, INC	
Situs Address: 0 NE TRI-CITY; 67138		
Subdivision	RIDGE/SHARON	Block
		Lot(s)
Section	8	Township
		31
Range	10	
Tract 1 100-10-370		

Year	Statement #	Line #	Warrant #	1st Half Due	2nd Half Due	Total Due*	1st Half Paid	2nd Half Paid
2022	0000114	001		307.86	307.86	0.00	Yes	Yes

* - Does not include all interest, penalties and fees.

For delinquent tax pay off amount contact Atchison County Treasurer 423 N. Fifth St. Atchison, KS 66002, (913) 804-6050.



First American Title™

Commitment for Title Insurance
Kansas - 2021 v. 01.00 (07-01-2021)

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

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

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

Issuing Agent: Security 1st Title

 Security 1st Title

Lisa D. Lilja
(620) 532-2011 (Work)
lilja@security1st.com

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

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

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

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- i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title	Buyer:	A Legal Entity - To Be Determined
Issuing Office:	109 W. Main Street Anthony, KS 67003	Title Contact:	Lisa D. Lilja (620) 532-2011 (Work) llilja@security1st.com
ALTA Universal ID:	0001194		
Loan ID Number:			
Commitment No.:	KS-C3050392-KM		
Property Address:	0 NE Tri-City Rd. Sharon, KS 67138		

SCHEDULE A

1. Commitment Date:

11/01/2023 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021

Proposed Insured: A Legal Entity - To Be Determined

The estate or interest to be insured: Fee Simple

TBD

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Sammy J. Schrimsher and Robert R. Story and Steven J. Whitesides

5. The Land is described as follows:

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

Security 1st Title, LLC

By: 



Commitment No.: KS-C3050392-KM

Exhibit A

The Southeast Quarter (SE/4) of Section 8, Township 31 South, Range 10 West of the 6th P.M., Barber County, Kansas, LESS a tract of land described as follows:

Beginning at a point on the South boundary of said Section 8, which point bears N 90°00'W, 1476.25 feet from the Southeast corner of said Section 8 and marks the Southeast corner of the tract herein conveyed; thence N00°00' W, 238.7 feet to an iron pin which marks the Northeast corner of said tract; thence N90°00' W, 208.7 feet to an iron pin which marks the Northwest corner of said tract; thence S00°00' E, 238.7 feet to a point located on the South boundary of said Section 8, which point marks the Southwest corner of said tract; thence S90°00'E, 208.7 feet along the South boundary of said Section 8 to the point of beginning, containing 1.0 acre, more or less.

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SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, and recorded in the Public Records.
5. **Access to court records is currently not available. We require the owner to provide a proper owner's affidavit stating no court action in BARBER County, Kansas exists wherein the owner is subject to (or may become subject to) a judgement lien which may attach to the Land. We further require a proper indemnity signed by the affiant owner(s). If we are to issue a loan policy on a non-purchase money mortgage, we must also be provided with a proper indemnity from the purchaser(s). Absence of which will result in the following exceptions to appear on any policy to be issued:**

Owner's Policy: 'Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the District Court of BARBER County, Kansas including, but not limited to, (i) an inability to search the Public Records, or (ii) any delay in recordation or filing of documents affecting title to the Land in the Public Records.'

Loan policy: 'Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the District Court of BARBER County, Kansas including, but not limited to, (i) an inability to search the Public Records, or (ii) any delay in recordation or filing of documents affecting title to the Land and/or the priority of the lien of the Insured Mortgage in the Public Records.'

6. **File a Warranty Deed from Sammy J. Schrimsher and Robert R. Story and Steven J. Whitesides, stating marital status and joined by spouses, if any, to A Legal Entity - To Be Determined.**
7. **Provide this company with a properly completed and executed Owner's Affidavit.**

8. Recording Information for Kansas Counties:

Deed: \$21.00 (first page) + \$17.00 (each additional page)

Mortgage: \$21.00 (first page) + \$17.00 (each additional page)

Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page)

Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

NOTE: For documents electronically recorded. There is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **Taxes for the fiscal year 2023, a lien not yet available..**
8. **General taxes and special assessments for the year 2022 in the amount of \$615.72, Paid.**

Property ID # 113-08-0-00-00-006.00-0-01

9. **Terms and conditions of Memorandum of Lease and Easements by and between Jo E Denton Living Trust dated January 2, 2001 and BP Wind Energy North America, Inc., recorded July 27, 2009 in Book 81, Page 462, together with all subsequent assignments and conveyances.**
10. **Terms and provisions of the oil and gas lease executed between Jo E. Denton living Trust dated 1/2/01, Jo E. Denton, Trustee, lessor, and Continental Land Resources, LLC, lessee, filed May 9, 2011, recorded in/on Book 331, Page 375, together with all subsequent assignments and conveyances.**
11. **Subject to existing road, street or highway rights of way.**
12. **Any interest outstanding of record in and to all the oil, gas and other minerals in and under and that may be produced from said premises, together with all rights incident to or growing out of said outstanding minerals, including but not limited to outstanding oil and gas leases and easements.**
13. **Tenancy rights, if any, either month-to-month or by virtue of written leases, of parties now in possession of any part of the premises described herein.**
14. **The definition of land as described in the policy does not include any manufactured home or mobile home located on the insured premises, unless the personal title to the same has been cancelled by the Kansas Department of Motor Vehicles and filed with the BARBER County Register of Deeds.**

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