# Kansas Department of Agriculture Division of Water Resources

### CHANGE: pu WORKSHEET

1. File Number:	2. Status Change Date:	3. Change Num:	4. Field Office:	5. GMD:
28809	1-11-2023	C1	04	03
6. Status: ☐ Approved ☐ Deni	ed by DWR/GMD	Dismiss by Reques	t/Failure to Return	7. Filing Date of Change:
				1/5/2023
8a. Landowner, APPLICANT, WUC New to system □	Person ID 68281 Add Seq#	8c. Landown		Person IDAdd Seq#
FEHR FARMS ATTN: GUILLERMO FEH 3502 S ROAD INGALLS, KS 67853	R UNRAW			
8b. Landowner(s)  New to system □	Person ID Add Seg#	8d. Correspo New to sy		Person ID Add Seg#
		_  ,		
9. Documents and Enclosure(s): 🛛 DV	VR Meter(s) Date to Compl	y: <b>12/31/2023</b>	□ N & P Date to	Comply:
☐ Anti-Reverse Meter ☐ Meter				riller opy
☐ Conservation Plan  Date Require	ed: Da	te Approved:	Date to	Comply:
10. Use Made of Water From:		To: _		
			Date Prepared: <b>1/5/20</b> Date Entered:	<b>23</b> Ву: <b>МАМ</b> Ву:

File No. <b>28809</b>	11. County: 0	ΒΥ	Bas	sin: AR	RKAN	SASR	RIVER			St	ream:							Fo	ormation Co	de:	Special Use:	
12. Points of Diversion CHK MOD												F		and Q	uantity zed		А	dditional				
DEL PDIV ENT Qualifier	S	Т	R	ID	•	N	'W		Com	ment (	AKA L	ine)		Rate		Quantit af	ty	Rate			Overlap PD Files	
CHK 35306																						
13. Storage: Rate	NF	F	Quan	itity					ac/ft	Ad	ditiona	al Rate					NF	Addi	tional Quan	tity		ac/ft
14. Limitation:	af/yr at					gpm (_				cfs) wh	en cor	nbined	l with f	file nu	ımber	(s)						
Limitation:																						
15. 5YR Allocation: Allocation																						
16. Place of Use			NE	1/4			NV	V¹/4			SV	<b>V</b> <sup>1</sup> / <sub>4</sub>			,	SE¼		Total	Owner	Chg?	Overlap Files	
MOD DEL ENT PUSE S T R	ID	NE 1⁄4	NW ¼	SW 1/4	SE 1/4	NE 1⁄4	NW 1/4	SW 1/4	SE 1/4	NE 1⁄4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4					
CHK 22403 3 26 30														34	34	34	34	136	8a	Υ	21418	
ENT 5114 10 26 3	0W 1	34	34	34	34													136	8a	Υ	21418	
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- 1 f	r Ba	1										160							1			
		1	1 1												1				2 3			
Base Acres: Year: 130 M Comments:	linimum Reaso	nable (	Quanti	ty:		- 1					-			17.40	7		ر ا ا ا	Ę.		-	-	

Submit completed application to: Kansas Department of Agriculture Division of Water Resources Field Office for your area. Call for address:

Topeka -- (785) 296-5733 Stafford -- (620) 234-5311 Stockton -- (785) 425-6787 Garden City -- (620) 276-2901 http://agriculture.ks.gov/dwr

### **DWR FIELD OFFICE** APPLICATION FOR APPROVAL TO CHANGE THE PLACE OF **USE AND/OR THE** POINT OF DIVERSION



#### STATE OF KANSAS

Filing Fee Must Accompany the Application, K.S.A. 82a-708b(b), as amended. Fee Schedule is on the third page of this application form.

Paragraph Nos. 1, 2, 3 & 5 must be completed. Complete all other applicable portions. If change in point of diversion is greater than 100 feet, or if place of use will be changed, include a topographic map or detailed plat showing the authorized and proposed point(s)

of div	ersion a	and/or p	lace of	fuse.														REC	CEIVED 4:11 pm
						F	File No	. 2880	9									JAN	<b>05</b> 2023
1. <i>F</i>	Applicati	on is he	ereby r	nade fo	or app		f the Clace of		nginee			the (ch		ne or b	oth):		G Divi	arden sion of	City Field Office Water Resource
ι	inder th	e water	right v	vhich is	s the s	ubject	of this	applic	ation i	n acco	rdance	e with	the co	ndition	s desc	ribed b	pelow.		
Т	he sou	rce of si	upply is	s:		$\boxtimes$ G	round	water			Surfac	ce wat	er						
	Name ar						ARMS	S, Attn:	GUILI	LERM	O FEH	R UNF	RAW						
F	hone N	lumber:	(620)	640-50	)52				Email	addre	ss:								
١	Name ar	nd addre	ess of	Water	Use C	orresp	onden	it: <u>Sar</u>	ne										
3. Т	Phone N The pres	ently a f Land -	uthoriz	ed pla	ce of u Same	se is:	a bo												
(	If there is	more th	an one	landov	vner, at	tach su	ppleme	ental sh	eets as	neces	sary.)								
				NE	=1/4			NV	N <sup>1</sup> / <sub>4</sub>			SV	V1/4			TOTAL			
Sec.	Twp.	Range	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	ACRES
3	26	30W	ř												34	34	34	34	136
(	f this ap Owner o	f Land -	NA Addri	AME: ; ESS: ;	Same	95	96	900											
				NF	Ξ1/4			N\	N <sup>1</sup> / <sub>4</sub>			SV	V1/4			SE	=1/4		TOTAL
Sec.	Twp.	Range	NE1/4	NW1/4		SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	ACRES
10	26	30W	34	34	34	34													136
3	26	30W													34	34	34	34	136
								L				<u> </u>	<u> </u>						
F	or Offi	ce Use	Only:	Code		<i>F</i> e	e \$ <u></u>	100.0	O TR	#		Re	eceipt	Date _	-5-	23	Chec	:k# <u>n</u> /	Juster Card

5.	Presently authorized point of diversion:		
	One in the Quarter of the	Quarter of the	Quarter
	of Section, Township		
	in County, Kansas, fee Authorized Rate Authorized Quantity	et North feet West of Southeast corner of s	ection.
	Authorized Rate Authorized Quantity	Depth of well (feet)	
	(DWR use only: Computer ID No GPS	feet North feet West)	1 30 1
	☐ This point will not be changed ☐ This point will be changed as		follows:
	Proposed point of diversion: (Complete only if change is		
	One in the Quarter of the		
	of Section Township	South Range	(E/W)
	of Section, TownshipinCounty, Kansas, fee	et North feet West of Southeast corner of s	ection
	Proposed Rate Proposed Quantity	Proposed well denth (feet)	occion.
	This point is: Additional Well Geo Center List other	water rights that will use this point	IND.
Į.	This point is.   Additional Well   Geo Center List other	water rights that will use this point	
- 1	Describe with wind a sint of discussions		
6.	Presently authorized point of diversion:	0 ( ( ) ( ) ( ( )	0 1
	One in the Quarter of the of Section, Township in County, Kansas, fee	Quarter of the	Quarter
	of Section, Township	South, Range	_ (E/VV),
	in County, Kansas, fee	et North feet West of Southeast corner of s	section.
	Authorized Rate Authorized Quantity	Depth of well (feet)	
	(DWR use only: Computer ID No GPS _		nima.
	☐This point will not be changed ☐This point will be changed as		
	Proposed point of diversion: (Complete only if change is	requested or if existing point is better described by	(GPS)
	One in the Quarter of the		
	of Section, Township	South, Range	_ (E/W),
	in County, Kansas, fee	et North feet West of Southeast corner of s	section.
	Proposed Rate Proposed Quantity	Proposed well depth (feet)	
	This point is: Additional Well Geo Center List other	water rights that will use this point	
7.	The criamiges mere a control for the first the first tendering		
	(please be specific) Detre use of W97e	300 200 100 North 0 100 200 3	00
		5mlmlmlmlmlm#mlmlmlmlmlmlmlm	3
8.	If a well, is the test hole log attached?  Yes No	200 + 1 + 1 = 1 + 1 + 1	200
			200
9.	The change(s) (was)(will be) completed by?		
	ASEV	100 -   +   +   -   +   +   -	100
10.	If the point of diversion is a well:		
	(a) What are you going to do with the old well?	West 0 = +-	0 East
		100	100
	(b) When will this be done?		
11.	Groundwater Management District recommendation attached?	200 -   +   +   -   +   +   -	200
	Yes No		
		Emtouloutouloutou <del>-</del> Emtouloutouloutouloutou	
12.	Assisted by mdf/GCFO	300 200 100 0 100 200 3	00
13a	a. If the proposed point of diversion will be relocated more than 300	South Scale: 1 hashmark=10 fi	t
	feet but within 2,640 feet of the existing point of diversion, attach	13b. If the proposed point of diversion will be relocated with	in 300 feet
	a topographic map or aerial photograph. For groundwater sources, show all wells (including domestic) within one-half mile	of the existing point of diversion, indicate its locati diagram shown above in relation to the existing	on on the
	of the proposed point of diversion and the names and mailing	diversion. (PLEASE NOTE: The "X" in center of	f diagram
	addresses of the owners. For surface water sources, show the	above represents the presently authorized	point of
	names and addresses of the landowner(s) one-half mile downstream and one-half mile upstream from your property	diversion.)	
	lines		

14. If the proposed groundwater point of diversion is 300 or fewer feet from	m the existing point of diversion, complete the following:
(a) Does the undersigned represent all owners of the currently autho ☐ Yes ☐ No (If no, all owners must sign this application)	
<ul> <li>(b) Will the ownership interest of any owner of the currently authorisaffected if this application is approved as requested?</li> <li>☐ Yes</li> <li>☐ No</li> <li>(If yes, all owners must sign this application)</li> </ul>	
(c) If this application is not approved expeditiously, will there be subs	
If the application proposes a surface water change in point of diversion, a or a change in place of use, the application must be signed by all owners agent (attach notarized statement authorizing representation).	
I hereby verify, being first duly sworn upon my oath or affirma age and the owner, the spouse of the owner, or a duly authorize their behalf, in regards to the water right(s) to which this app contained in this application are true, correct and complete.	zed agent of the owner(s) to make this application on lication pertains. I further verify that the statements
Dated at, Kansas, this _	5 day of January, 20 23.
A do	Elo-Fel
(Owner)	(Spouse)
Guillemo Fohr	Eva Fehr
(Please Print)	(Please Print)
(Owner)	(Spouse)
(Please Print)	(Please Print)
(Owner)	(Spouse)
(Please Print)	(Please Print)
State of Kansas  County of SS	44
I hereby certify that the foregoing application was signed in mof 20 23.	by presence and sworn to before me this $\underline{5}$ day
JULIE JONES My Appointment Expires	Notary Aublic
My Commission Expires December 15, 2026	0
ONLY COMPLETE APPLICATIONS WILL BE PROCESSED. To be complete, all o accurate information; maps, if necessary, must be included; signatures of all the app	f the applicable portions of the application form must be completed with
the appropriate fee must be paid.	propriate owners must be affixed to the application and notarized, and
FEE SCHEDUL	<u>.E</u>
Each application to change the place of use or the point of diversion under forth in the schedule below: Make checks payable to: Kansas Departmet (1) Application to change a point of diversion 300 feet or less (2) Application to change a point of diversion more than 300 feet	nt of Agriculture\$100\$200
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#### SUMMARY ORDER APPROVING APPLICATION FOR CHANGE AND IMPOSING CONDITIONS

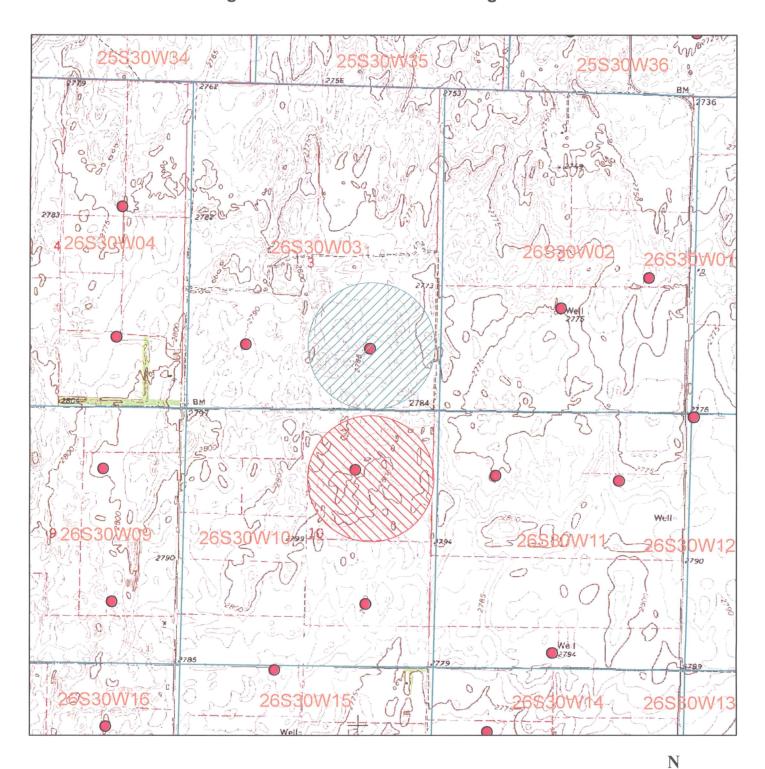
This Summary Order is issued under authority of K.S.A. 82a-708b, as amended, and K.A.R. 5-5-1, et seq. and other applicable provisions of the Kansas Water Appropriation Law, K.S.A. 82a-701 et. seq., and rules and regulations promulgated thereunder, With the exception of those conditions expressly contained herein, this Summary Order does not change the terms, conditions and limitations of File No. 28809 5,2023 anualy requesting that the place of use and / or point of A change application was received on diversion authorized under the above-referenced file number be changed as described in the application. On and after the effective date of this summary order, the authorized place(s) of use shall be located substantially as shown on the topographic map accompanying the application to change the place of use. The change in point of diversion shall not impair existing rights and shall be limited to the same source or sources of water as previously authorized. The point of diversion authorized by this summary order shall be located within a ☑ Not Applicable radius of the authorized point(s) of diversion. 

Applicable The point(s) of diversion described herein is administratively corrected to be more accurately described using the Global Positioning System (GPS), as described in the application. 

Applicable The point(s) of diversion authorized herein shall not actually be located more than feet from the previously authorized point(s) of diversion. ☐ Applicable Not Applicable As required by K.A.R. 5-3-5d, if the works for diversion is a well with a diversion rate of 100 gallons per minute or more, a tube or other device suitable for making water level measurements shall be installed, operated and maintained in accordance with K.A.R. 5-6-13. 

Applicable Thorontomy of the control of the c The owner of the authorized place(s) of use shall properly install an acceptable water flow meter on or before December 31, 20\_23, or before the first use of water, whichever occurs first. The water flow meter shall be installed, operated and maintained in accordance with K.A.R. 5-1-4 through 5-1-12. As required by K.S.A. 82a-732, as amended, and K.A.R. 5-3-5e, the owner shall maintain records and report the reading of the water flow meter and the total quantity of water diverted annually to the Chief Engineer by March 1 following the end of each calendar year. Applicable ☐ Not Applicable Installation of the works for diversion of water shall be completed on or before December 31, 20 authorized extension of time. By March 1, 20\_\_\_\_ the applicant shall notify the Chief Engineer that construction of the works for diversion has been completed, on the form provided by the Chief Engineer, as required by K.A.R. 5-8-4e. ☐ Applicable Not Applicable Not Applicable The completed well log shall be submitted with the required notice. Applicable 10. All diversion works into which any type of chemical or other foreign substance will be injected into the water shall be equipped with an in-line, automatic, quick-closing check valve capable of preventing pollution of the source of the water supply. The check valve(s) shall be installed, operated and maintained in accordance with K.A.R. 5-3-5c. Applicable Not Applicable No Additional Conditions are attached. ☐ Yes 12. In accordance with K.S.A. 82a-708a, as amended, and K.A.R. 5-5-14, all of the owners of the authorized place(s) of use of water appropriated under the above-referenced file number are responsible for compliance with its terms, conditions and limitations, as amended and/or supplemented by this Summary Order, and with applicable provisions of the Kansas Water Appropriation Law and the Rules and Regulations promulgated thereunder. Failure to comply with these provisions may result in civil penalties pursuant to K.S.A. 82a-737, as amended, and/or the suspension or revocation and dismissal of the water or appropriation right or any other enforcement actions authorized by law. FOR OFFICE USE ONLY Administrative Appeal and Effective Date of Order APPLICATION APPROVED AND If you are aggrieved by this order, pursuant to K.S.A. 82a-1901, SUMMARY ORDER ISSUED you may request an evidentiary hearing before the Chief Engineer or request administrative review by the Secretary of Agriculture. A request for hearing by the Chief Engineer must be filed within 15 days of service of this Order and a request for Duly Authorized Designee of the Chief Engineer administrative review by the Secretary must be filed within 30 HOMESCA MOYO days pursuant to K.S.A. 77-531. Any request for administrative (Print Name): review must state a basis for review pursuant to K.S.A. 77-527. Division of Water Resources - Kansas Department of Agriculture File any request with Kansas Department of Agriculture, Date of Issuance: Legal Division, 1320 Research Park Drive, Manhattan, KS 66502. Failure to timely request a hearing or review may State of Kansas preclude review under the Kansas Judicial Review Act. SS For Use by Register of Deeds County of Q Acknowledged before me on Signature: one Notary Public **JULIE JONES** My commission expires NOTARY Appointment Expires December 15, 2026

### Change in Place of Use for water right 28809







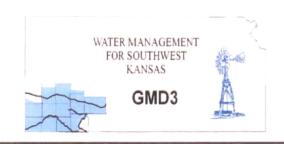
0 0.1 0.2 0.4 0.6 0.8 Miles



Proposed place of use







### Southwest Kansas Groundwater Management District No. 3 2009 E. Spruce Street Garden City, Kansas 67846

(620) 275-7147 phone www.gmd3.org

January 10, 2023

Michael A. Meyer Division of Water Resources 4532 W Jones Ave., Suite B Garden City, Kansas 67846

RE: Application for Change in Place of Use

Water Right, File No. 21418 & 28809

Dear Mike:

We have reviewed the application for the above referenced water right. The proposal is not in conflict with the Management Program of the Southwest Kansas Groundwater Management District No. 3 (GMD3). The proposed change in place of use will make a complete overlap in currently authorized place of use with Water Right 11413, in accordance with K.A.R. 5-5-11(b). No new acres are proposed that are not currently authorized by one of the water rights. It is therefore recommended that the application be approved at this time.

Thank you for the opportunity to review the applications and to provide a recommendation. If you have any questions, please don't hesitate to contact us.

Sincerely,

Jason L. Norquest Assistant Manager

# GMD3 Change Review

File No(s).: 21418, 28	<u>809</u> .		DWR office: <u>GC</u> .
App filed to change: I	oU.		
Is Landowner(s) correct	t in WRIS:	Fehr Farms.	
If NO, is docum			
Is Water Use Correspon	ident correc	et in WRIS?	
If NO, is docum			•
Regulation(s) Reviewed			
Point of diversion ID N			
ft. N	North ft	. West	
Authorized PD			
Proposed PD			
Difference	0	0	
a2 + b2 = c2	0	0	0
GPS for proposed PD:	Lat:	Long:	
Is proposed PD stacking	g on existing	g WRs? No C	hange .
Is Proposed PU overlap	ping existin	ng WRs? <u>Mak</u>	ce complete overlap.
Neighboring certified w	ell(s) notifi	ied:	
Name			
Address			
Zip			
Email: Phone:	<u>.</u>		
Domestic well(s) notifie	ed:		
Name			
Address			
Zip			
Base Acres:			
Perfected Acres:			
Irr. Return-Flow%			
21418 authorized: 272	AF @ 795g	gpm	
136 acres NE 1	0-26-30		
28809 authorized: 272	2AF @ 995	gpm	
136 acres SE 3-	26-30		
No recent issues with	either wate	r right.	
Is a waiver needed: No	new acres	proposed, just	overlapping currently authorized acres
Recommendation: Af	ter review o	of all available	information, it appears current area
rules are met. Staff rec	ommends a	pproval of the	applications.

Ja-

Garden City Field Office 4532 W. Jones, Suite B Garden City, KS 67846



Phone: 620-276-2901 Fax: 620-276-9315 www.agriculture.ks.gov

Mike Beam, Secretary

Laura Kelly, Governor

January 9, 2023

SOUTHWEST KANSAS GROUNDWATER MANAGEMENT DISTRICT NO. 3 2009 E SPRUCE ST GARDEN CITY KS 67846

Re:

Request for Recommendation

Water Right, File Nos. 21418, 28809

Dear Mr. Norquest:

This is to advise you that the Nairn & Nairn Farms filed applications for approval of the Chief Engineer, Division of Water Resources, Kansas Department of Agriculture, to change the place of use.

We are delaying action on the change applications to allow you time to review and provide a recommendation. Please submit a recommendation within 15 days from the date of this letter.

Thank you and as always feel free to contact this office at any time.

Sincerely,

Michael A. Meyer

Water Commissioner

MAM Enclosures

#### WARRANTY DEED

#### PRESTON SCHMIDT and KIM SCHMIDT, husband and wife

CONVEY AND WARRANT TO

GUILLERMO FEHR

all the following described real estate in Gray County, Kansas:

The Southeast Quarter (SE½) of Section 3, Township 26 South, Range 30 West of the 6th P.M. LESS AND EXCEPT all oil, gas, and other minerals in and under such real estate reserved to Grantor.

FOR THE SUM OF: \$10 and other valuable considerations

EXCEPT AND SUBJECT TO: Reservations, restrictions and rights of way of record.

DATED: /2 - 21, 2022

Preston Schmidt

Preston Schmidt

Kim Schmidt

Kim Schmidt

STATE OF KANSAS

COUNTY OF BAGY

BE IT REMEMBERED, that on December 21, 2022, before me, the undersigned, a notary public in and for the County and State aforesaid, came Preston Schmidt and Kim Schmidt, husband and wife, who are known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Notary Public

My Term Expires:

CLARICE RICHARDSON
Notary Public - State of Kansas
My Appt. Expires X-12-23

P.O. BOX 937 CIMARRON, KANSAS 67835 (620) 855-3100

RECEIVED

JAN 05 2023

#### AMENDMENT TO REAL ESTATE CONTRACT

THIS AMENDMENT executed this 277½ day of 2022, by and between PRESTON SCHMIDT as SELLER ("SELLER") and GUILLERMO FEHR as BUYER ("BUYER").

**THE PARTIES** have previously entered a Real Estate Contract for the sale and purchase of the following real estate located in Gray County, Kansas:

Southeast Quarter (SE¼) of Section 3, Township 26 South, Range 30 West of the 6th P.M., LESS AND EXCEPTING all mineral rights retained by Seller.

Purchase Price and Terms. The purchase price under paragraph 2 is set to be paid in two (2) equal payments in 2022 and 2023. That paragraph is amended to provide that the entire purchase price of \$520,000 will be paid in full on or before December 30, 2022.

Closing. Closing under paragraph 8 is modified to provide that the closing of the contract in full will be on or before December 30, 2022. At closing, Buyer shall pay to Seller the purchase price in full, and Seller shall deliver to Buyer a good and sufficient warranty deed to the property. Any closing agent fees, as well as the legal cost for preparation of the contract, shall be paid one-half by Seller and one-half by Buyer.

<u>Counterparts</u>. This contract may be signed in counterparts and via facsimile or email, and as long as the parties have signed at least one counterpart of this contract, the combined counterparts shall constitute a contract binding upon all parties.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

Preston Schmi

'SELLER"

Guillermo Fehr

"BUYER"

KYLER G. KNOBBE
P.O. BOX 937

CIMARRON, KANSAS 67835

(620) 855-3100

knobbe@ucom.net



## RECEIVED

JAN 05 2023

Garden City Field Office Division of Water Resources

#### RECORDATION REQUESTED BY:

THE WESTERN STATE BANK, GARDEN CITY BANKING CENTER, 1500 E KANSAS AVE, GARDEN CITY, KS 67846

#### WHEN RECORDED MAIL TO:

THE WESTERN STATE BANK, GARDEN CITY BANKING CENTER, 1500 E KANSAS AVE, GARDEN CITY, KS 67846

#### SEND TAX NOTICES TO:

THE WESTERN STATE BANK, GARDEN CITY BANKING CENTER, 1500 E KANSAS AVE, GARDEN CITY, KS 67846

FOR RECORDER'S USE ONLY

#### MORTGAGE

MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$520,000.00.

THIS MORTGAGE dated December 27, 2022, is made and executed between GUILLERMO UNRAW and EVA FEHR, as husband and wife (referred to below as "Grantor") and THE WESTERN STATE BANK, whose address is 1500 E KANSAS AVE, GARDEN CITY, KS 67846 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages and warrants to Lender the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in GRAY County, State of Kansas:

THE SOUTHEAST QUARTER (SE/4) OF SECTION THREE (3), TOWNSHIP 26 SOUTH, RANGE 30 WEST OF THE 6TH P.M., GRAY COUNTY, KANSAS.

The Real Property or its address is commonly known as  $\,$  SE/4 3-26-30, GRAY COUNTY, KS 67853.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unilquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with

thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Ernergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to

with Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

DEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage, shall promptly take such steps as may be necessary be the nominal party in such proceeding and proceeding and proceeding are a part of this Mortgage.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES. FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

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**MORTGAGE** (Continued)

Loan No: 5838700969

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right to collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover Lender's reasonable expenses that Lender incurs in realizing on the Property. Whether or not any court action is involved, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, and any court costs and collection agency fees, except that such costs of collection shall not include recovery of both attorneys' fees and collection agency fees.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage

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Page 5

LaserPro, Ver. 22.3.0.039

of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:	
XGUILLERMO_PEHR UNRAW	
X BOR Fely	
INDIVIDUAL	ACKNOWLEDGMENT
STATE OF Kansag	)
COUNTY OF Gray	) SS
On this Officer, personally appeared GUILLERMO FEHR UN satisfactorily proven) to be the persons whose nam they executed the same for the purposes therein control of the purposes the purpose the	, 20 22, before me, the undersigned IRAW and EVA FEHR, as husband and wife, known to me (or less are subscribed to the within Mortgage and acknowledged that tained.
IN WITNESS WHEREOF, I hereunto set my hand and	official seal.  Residing at
Notary Public in and for the State of $\chi_{\alpha} \rho \chi_{\alpha}$	My appointment expires 1/2/2U

Copr. Finastra USA Corporation 1997, 2022.

C:\LASERPRO\CFI\LPL\G03.FC TR-511 PR-3

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#### WARRANTY DEED

PRESTON SCHMIDT and KIM SCHMIDT, husband and wife

CONVEY AND WARRANT TO

**GUILLERMO FEHR** 

all the following described real estate in Gray County, Kansas:

The Southeast Quarter (SE½) of Section 3, Township 26 South, Range 30 West of the 6th P.M. LESS AND EXCEPT all oil, gas, and other minerals in and under such real estate reserved to Grantor.

FOR THE SUM OF: \$10 and other valuable considerations

EXCEPT AND SUBJECT TO: Reservations, restrictions and rights of way of record.

DATED: /2 - 21 , 2022

Preston Schmidt

Kim Och

STATE OF KANSAS

COUNTY OF BACK

BE IT REMEMBERED, that on <u>lecomber 21</u>, 2022, before me, the undersigned, a notary public in and for the County and State aforesaid, came <u>Preston Schmidt</u> and <u>Kim Schmidt</u>, <u>husband</u> and <u>wife</u>, who are known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

a Manga

My Term Expires:

CLARICE RICHARDSON
Notary Public - State of Kansas
My Appt. Expires 7-2-3

KYLER G. KNOBBE P.O. BOX 937 CIMARRON, KANSAS 67835 (620) 855-3100 RECEIVED

JAN 0 5 2023

OMB No. 2502-0265

B. Type of Loan					
1. □ FHA 2. □ FmHA 3. □ Conv Unins 4. □ VA 5. □ Conv Ins. 6. □ Seller Finance 7. □ Cash Sale.	6. File Number 229184	7. Loan Number	8. Mortgage Ins C	ase Number	
C. Note: This form is furnished to give you a stateme	nt of actual settlement costs.	Amounts paid to and by the settlement	agent are shown. It	tems marked	
"(p.o.c.)" were paid outside the closing; they D. Name & Address of Borrower	E. Name & Address of Se				
Guillermo Fehr	Preston Schmidt		TATE BANK ISA	OA	
ÿ	PO Box 202 Ingalls, KS 67853	PO BOX 1198 GARDEN CIT			
G. Property Location		. Settlement Agent Name igh Plains Title, LLC			
SE/4 of Section 3-Twp.26S-Rge.30W: Gray Co. Ks. Section 3-26-30: Gray Co. Ks. Ingalls, KS 67835	10 D	07 Gunsmoke odge City, KS 67801 Tax ID: 20-3172 nderwritten By: Old Republic	2401		
	1	Place of Settlement High Plains Title, LLC 07 Gunsmoke Dodge City, KS 67801	1	. Settlement Date 12/27/2022 Fund:	
J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction			
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller			
101. Contract Sales Price	\$520,000.00	401. Contract Sales Price		\$520,000.00	
102. Personal Property		402. Personal Property			
103. Settlement Charges to borrower	\$1,355.00	403.			
104. 105.		404. 405.			
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in	n advance		
106. City property taxes		406. City property taxes			
107. County property taxes		407. County property taxes			
108. Assessment Taxes		408. Assessment Taxes			
109. School property taxes		409. School property taxes			
110. MUD taxes		410. MUD taxes			
111. Other taxes		411. Other taxes			
112. Soly a confidential autom	Alabatem account	412.			
113.	this Bus I had be	413.			
114.	Lillian	414.			
115.	5	415.			DIA
116.	N. 1. A.	416.			10181
120. Gross Amount Due From Borrower	\$521,355.00	420. Gross Amount Due to Seller	ller	\$520,000.00	19 3 PIE 2
200. Amounts Paid By Or in Behalf Of Borrower		500. Reductions in Amount Due to Sel	lier		1878MJ
201. Deposit or earnest money 202. Principal amount of new loan(s)	\$520,000.00	<ul><li>501. Excess Deposit</li><li>502. Settlement Charges to Seller (line)</li></ul>	1400)	\$4,865.02	The States
203. Existing loan(s) taken subject to	3320,000.00	503. Existing Loan(s) Taken Subject to		34,000.02	-JINOS DIS. O MAI
204. Loan Amount 2nd Lien			to		30,1/10 20
205.		505. Payoff of second mortgage loan			5200
206.		506.			135
207.		507.			12/1
208.		508.			On
209.		509.			CSUL GO WAL
Adjustments for items unpaid by seller	Hittig Co. 1 Gt	Adjustments for items unpaid by selle	er		
210. City property taxes		510. City property taxes			
211. County property taxes		511. County property taxes			
212. Assessment Taxes	L. H. C. B.	512. Assessment Taxes			
213. School property taxes	THE WILLIAM W.	513. School property taxes			
214. MUD taxes		514. MUD taxes			
215. Other taxes		515. Other taxes			
216.		516.			
217.	7 10 10 10 10 10 10 10 10 10 10 10 10 10	517.			
218.		518.			
219.	0500 000 00	519.	llor	\$4,865.02	
220. Total Paid By/For Borrower 300. Cash At Settlement From/To Borrower	\$520,000.00	520. Total Reduction Amount Due Se 600. Cash At Settlement To/From Sel		34,003.02	
300. Cash At Settlement From/To Borrower 301. Gross Amount due from borrower (line 120)	\$521,355.00	601. Gross Amount due to seller (line 42		\$520,000.00	
301. Gross Amount due from borrower (line 120) 302. Less amounts paid by/for borrower (line 220)	\$521,355.00	602. Less reductions in amt. due seller (		\$4,865.02	
303. Cash From Borrower	\$1,355.00	603. Cash To Seller		\$515,134.98	
Section 5 of the Real Estate Settlement Procedures A		Section 4(a) of RESPA mandates that	HUD develop and		
following: • HUD must develop a Special Information		form to be used at the time of loan settle			

borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services;

 Each lender must provide the booklet to all applicants from whom it receives or for • Each related miss provise the obotest to an applicants non-whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

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imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement

designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.

The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

The information requested does not lend itself to confidentiality.

form HUD-1 (3/86) Handbook 4305.2

700. Total Sales/Broker's Commission based on price \$520,000.00 @ % = \$0.00	Paid From	Paid From
Division of Commission (line 700) as follows:	Borrower's	Seller's
701. to	Funds at	Funds at
702. to	Settlement	Settlement
703. Commission Paid at Settlement	\$0.00	\$0.00
800. Items Payable in Connection with Loan	30100	0010
801. Loan Origination Fee % to		
802. Loan Discount % to		
803. Appraisal Fee to		
804. Credit Report to		
805. Lender's Inspection Fee to		
806. Mortgage Insurance Application to		
807. Assumption Fee to		
900. Items Required by Lender To Be Paid in Advance		
901. Interest from 12/27/2022 to 1/1/2023 @ \$0/day		
902. Mortgage Insurance Premium for months to		
903. Hazard Insurance Premium for years to		
1000. Reserves Deposited With Lender		
1001. Hazard insurance months @ per month		
1002. Mortgage insurance months @ per month		
1003. City property taxes months @ per month		
1004. County property taxes months @ per month		
1005. Assessment Taxes months @ per month		
1006. School property taxes months @ per month		
1007. MUD taxes months @ per month		
1008. Other taxes months @ per month		
1011. Aggregate Adjustment		
1100. Title Charges		
1101. Settlement or closing fee to High Plains Title, LLC	\$200.00	\$200.00
1102. Abstract or title search to		
1103. Title examination to		
1104. Title insurance binder to		
1105. Document preparation to		
1106. Notary fees to		
1107. Attorney's fees to Kyler Knobbe Law	\$270.00	\$270.00
(includes above items numbers:	)	
1108. Title insurance to High Plains Title, LLC	\$720.00	\$720.00
(includes above items numbers:		
1109. Lender's coverage \$520,000.00/\$0.00.		
1110. Owner's coverage \$520,000.00/\$0.00		THE RESIDENCE AND
1111. Escrow fee to High Plains Title, LLC	WHEN THE THE TAKE A SERVICE AND USE	Signature (S. Moralus) (Comp. or Franchis
1112. to		
1200. Government Recording and Transfer Charges to GRAY COUNTY REGISTER OF		
1201. Recording Fees Deed \$21.00; Mortgage \$144.00; Rel DEEDS	\$165.00	
1202. City/county tax/stamps Deed ; Mortgage to		
1203. State tax/stamps Deed ; Mortgage to		
1204. Tax certificates to		
1205. Courier/Messenger Fee to		
1205. Courier/Messenger Fee to 1300. Additional Settlement Charges		

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

eston Sohmidt

Guillermo F

SETTLEMENT AGENT CERTIFICATION
The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent
Date
Warning: It is a crime to knowingly make false statements to the United
States on this or any other similar form. Penalties upon conviction can
include a fine and imprisonment. For details see: Title 18 U.S. Code Section

1001 and Section 1010.
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