

**PREFERRED LAND TITLE, LLC**  
**dba Preferred Land Title Agency**  
95 Wildcat Drive Ste 500 Wright City, MO 63390  
Agent for

***OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY***

**SCHEDULE A**

**Informational Commitment**

1. Effective Date: **April 4, 2017 at 8:00 A.M.**                      Commitment Number: **R1703049**
2. Policy or Policies to be issued:
- a.  ALTA Owner's Policy (6/17/06):    **\$NONE**
- Proposed Insured: **NONE**
- b.  ALTA Loan Policy (6/17/06):    **\$NONE**
- Proposed Insured: **NONE**
- c.  ALTA Loan Policy (6/17/06):    **\$NONE**
- Proposed Insured: **NONE**

3. The estate or interest in the Land described or referred to in this Commitment is:
- FEE SIMPLE**
4. Title to the **Fee Simple** estate or interest in the Land is at the Effective Date vested in:
- Betsy McBride Trust U/T/I dated January 10, 2001, an undivided one-half (1/2) interest and Lura Weir Hemsted Trust U/T/I dated December 5, 2001, an undivided one-half (1/2) interest**
5. The Land referred to in this Commitment is situated in **Warren** County, Missouri and is described as follows:

**SEE EXHIBIT A**

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**EXHIBIT A**

A tract of land being part of the Southeast Quarter of Section 1, part of the Northeast Quarter, part of the Southeast Quarter of the Northwest Quarter and all of the Northwest Quarter of the Southeast Quarter of Section 12, all in Township 46 North, Range 1 West, Warren County, Missouri and being described as follows: Beginning at an old iron rod by a stone at the Southeast Corner of the Northwest Quarter of the Southeast Quarter; thence along the South line of the Northwest Quarter of the Southeast Quarter, South 88° 53' West 1330.53 feet; thence along the West line of the Northwest Quarter of the Southeast Quarter, North 00° 28' East 1349.08 feet to an iron rod; thence along the South line of the Southeast Quarter of the Northwest Quarter, South 88° 52' West 130.13 feet; thence in the County Road, North 46° 10' West 48.08 feet; thence North 00° 08' West 421.48 feet; thence North 01° 14' East 796.29 feet to an old iron rod; thence along the North line of the Southeast Quarter of the Northwest Quarter, South 89° 44' East 158.80 feet to an iron rod; thence along the West line of the Northeast Quarter, North 01° 32' East 1442.70 feet; thence along the West line of the Southeast Quarter of Section 1, North 01° 11' East 1297.04 feet to an old iron rod; thence North 89° 13' East 105.84 feet to an old iron rod; thence in the County Road, North 21° 47' East 106.04 feet; thence North 03° 14' East 1165.33 feet to an old iron rod; thence along the South line of Missouri State Highway "OO", South 88° 43' East 141.24 feet; thence South 83° 01' East 50.25 feet; thence North 85° 34' East 50.25 feet; thence South 88° 46' East 1536.64 feet to an iron rod; thence leaving the South line of Missouri State Highway "OO", South 01° 08' West 661.32 feet to a corner in a pond; thence South 88° 45' East 662.09 feet to an iron rod; thence along the West line of Missouri State Highway "T", South 01° 08' West 110.19 feet; thence North 88° 52' West 5.00 feet to a concrete right of way marker; thence South 01° 08' West 160.00 feet; thence South 88° 52' East 5.00 feet; thence South 01° 08' West 1518.41 feet to a concrete right of way marker at Point "A"; thence South 00° 50' West 1380.20 feet; thence South 00° 21' West 1320.28 feet to an old iron rod; thence along the South line of the Northeast Quarter, South 89° 06' West 1313.31 feet to an old iron rod; thence along the East line of the Northwest Quarter of the Southeast Quarter, South 00° 44' West 1349.66 feet to the place of beginning and containing 345.80 acres, more or less.

EXCEPT, a tract of land commencing at Point "A", thence South 88° 29' West 50.09 feet to an old iron rod at the place of beginning of the said tract of land; thence South 88° 29' West 170.82 feet to an old iron rod; thence North 01° 06' East 255.00 feet to an old iron rod; thence North 89° 29' East 170.82 feet to an old iron rod; thence South 01° 06' West 255.00 feet to the place of beginning and containing 1.00 acres, more or less. Leaving a balance of 344.80 acres, more or less.

EXCEPT, a 1/4 acre graveyard.

The above legal description is a portion of the property erroneously described in Book 909 page 70, Book 909 page 74, Book 1041 page 685 and Book 1082 page 175 in the Warren County Records.

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**SCHEDULE B-I**

Requirements:

1. Instruments in insurable form which must be executed, delivered, and duly filed for record:
  - A. N/A
2. **This commitment is provided for information purposes only and no policy is to be issued under this commitment unless:**
  - a.) A request for policy is made,
  - b.) The Company agrees to issue such policy,
  - c.) The premium for said policy is paid in full.
  - d.) The Owner's Policy is to be issued for the full purchase price or fair market value evidenced by a recent appraisal.
  - e) We reserve the right to make such further requirements when the identity of the purchaser and the sale price are known as the title company may deem necessary.
3. **The following figures were obtained from the County and/or City Collector's Records. They are being provided only for information and we assume no liability for the correctness of these figures. THE INFORMATION MUST BE VERIFIED BEFORE USING IT FOR PRORATION FOR CLOSING OR FOR ESCROW.**

**ID #11-120-0-00-001000000, ASSESSED VAL \$9,899.00, County Rate 5.9316  
2016 Real Estate Taxes are reported PAID in the amount of \$587.17**

**ID #11-010-0-00-004000000, ASSESSED VAL \$5,153.00, County Rate 5.9316  
2016 Real Estate Taxes are reported PAID in the amount of \$305.68**

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**SCHEDULE B-II**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. 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.
3. Rights or claims of parties in possession not shown by the Public Records.
4. Easements or claims of easements not shown by the Public Records.
5. 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.
6. Taxes or special assessments, if any, not shown as existing by the Public Record.
7. The lien of the General Taxes and Special Assessments for Warren County, Missouri for the year 2017 and thereafter.
8. Right of way agreement with Williams Brothers Pipe Line Company according to instrument recorded in Book 123 page 673.
9. Non-exclusive access and utility easement to Williams Gas Pipelines Central Inc. according to instrument recorded in Book 883 page 296.
10. Right of way to State of Missouri according to instrument recorded in Book 62 page 106.
11. Easement and rights of the public and others to use existing Missouri State Highway OO and Missouri State Highway T, as referenced on the on the GIS Map of Warren County, Missouri.
12. Easement and rights of the public and others to use existing Carter Lane, as referenced on the on the GIS Map of Warren County, Missouri.

13. Right of owners of gravesites in cemetery and others in and to the cemetery land and easements in their favor over the insured premises for the purpose of visitation to cemetery as filed with the cemetery organization and according to the Statutory rights and powers of the State of Missouri to regulate and control the use of that portion of the real estate described in Schedule A as a cemetery or easement thereto.
14. Any reference to acreage content of the land described on Schedule A is shown as it appears of record and is shown for descriptive purposes only. No representation as to the accuracy of stated acreage is implied or assured.

# **Old Republic National Title Insurance Company**

400 Second Avenue South  
Minneapolis, Minnesota 55401  
(612) 371-1111

## **PRIVACY POLICY NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides YOU with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic National Title Insurance Company.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have Joint Marketing Agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to non-public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

# **PREFERRED LAND TITLE, LLC**

## **Privacy Policy Notice**

### **PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Preferred Land Title, LLC**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



# Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company Old Republic National Title Insurance Company, a Minnesota corporation (“Company”), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued through the Office of:

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

**Preferred Land Title, LLC dba  
dba Preferred Land Title Agency  
95 Wildcat Drive Ste 500  
Wright City, MO 63390  
Phone: 636-745-2652**

BY

*President*

Attest

*Secretary*

## Conditions

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

You may review a copy of the arbitration rules at: <http://www.alta.org/>.