

Fidelity National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIDELITY NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL 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, Fidelity National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:



Randy Quirk
President

ATTEST



Marjorie Nemzura
Corporate Secretary

COMMITMENT #24-069
Notice - Page 1 of 1

Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE SCHEDULE A

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Uriah Eggers

Issuing Office: Scotland County Abstract & Title, Inc.

Issuing Office's ALTA® Registry ID: 0049419

Loan ID Number:

Issuing Office File Number: 24-069

Property Location: Adjoining County Road 462, Granger Missouri 63442.

Tract #2 - April 9, 2024 Sullivan Auctioneers, Auction.

1. Commitment Date: **March 20, 2024** at 8:00 a.m.

COMMITMENT # **24-069**

2. Policy or policies to be issued:

(A)

✓ **Owner's Policy** 2021 ALTA®

Proposed Amount of Insurance \$ **5,000.00**

Proposed insured:

Premium:

Purchaser of Tract #2 at the April 9, 2024 Sullivan Auctioneers, Auction.

(B)

✓ **Loan Policy** 2021 ALTA®

Proposed Amount of Insurance \$

Proposed insured:

Premium:

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

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

Michael L. Steeples (deceased)

1/6 interest;

Stephanie L. Duncan

1/6 interest;

Crystal M. Smith (deceased)

1/6 interest;

Marion W. Steeples

1/6 interest;

Anita J. Cline

1/6 interest;

Angela D. Steeples

1/6 interest.

5. The Land is described as follows: **SEE ATTACHED EXHIBIT "A".**

Fidelity National Title Insurance Company

Scotland County Abstract & Title, Inc.

205 East Monroe Street, Memphis, Missouri 63555
phone 660-465-7052 scat@nemr.net phax 660-465-7452

By:



AUTHORIZED SIGNATORY

COMMITMENT #24-069
Schedule A - Page 1 of 1

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by **Fidelity National Title Insurance Company**.

This Commitment is not valid without the Notice; the Commitment to issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part 1-Requirements and Schedule B, Part 2-Exceptions and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C170B25. ALTA Commitment for Title Insurance 7-1-21 w-MO Mod.

Fidelity National Title Insurance Company

Tract #2 - April 9, 2024 Sullivan Auctioneers, Auction.

COMMITMENT # 24-069

Legal Description

SCOTLAND COUNTY, MISSOURI:

A tract of land lying in the South Half of the Southwest Quarter of Section 25 & the Northwest Quarter of Section 36, Township 66 North, Range 10 West, Scotland County, Missouri and being more fully described as follows to-wit:

Beginning at a found iron pipe marking the Quarter Corner common to said Sections 25 & 36; thence South 00 degrees, 08 minutes and 53 seconds West along the North-South centerline of said Section 36 a distance of 2647.07 feet to the Center of said Section 36, from which a 5/8" iron pin bears North 00 degrees, 08 minutes and 53 seconds East 24.00 feet; thence North 89 degrees, 18 minutes and 09 seconds West leaving said North-South centerline and along the East-West centerline of said Section 36 and along Scotland County Route #462 a distance of 2015.94 feet to a point from which a 5/8" iron pin bears North 02 degrees, 43 minutes and 01 second West 18.00 feet; thence North 02 degrees, 43 minutes and 01 second West leaving said East-West centerline and said County Route 297.65 feet to a 5/8" iron pin; thence North 00 degrees, 15 minutes and 07 seconds East 3934.10 feet to the centerline of the Wyaconda Drainage Canal #2, from which a 5/8" iron pin bears South 00 degrees, 15 minutes and 07 seconds West 44.75 feet; thence South 68 degrees, 04 minutes and 20 seconds East along said centerline 1315.29 feet; thence South 60 degrees, 30 minutes and 24 seconds East along said centerline 921.29 feet to the North-South centerline of said Section 25, from which a 5/8" iron pin bears South 00 degrees, 13 minutes and 24 seconds West 57.26 feet; thence South 00 degrees, 13 minutes and 24 seconds West leaving said Wyaconda Drainage Canal #2 centerline and along said North-South centerline 664.11 feet to the Point of Beginning, containing 177.4 Acres, more or less. As per survey #2024-008568 of Jason D. Janes, Missouri Professional Land Surveyor #2004017826 during March of 2024.

Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION 1 REQUIREMENTS

Tract #2 - April 9, 2024 Sullivan Auctioneers, Auction.

COMMITMENT # **24-069**

All of the following Requirements must be met:

- (A) 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.
- (B) Pay the agreed amount for the estate or interest to be insured.
- (C) Pay the premiums, fees and charges for the Policy to the Company.
- (D) Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- (E) Due to conflict between Federal and State laws concerning the cultivation, distribution, manufacture, or sale of marijuana, the Company is not able to close or insure transactions involving Land associated with these activities.
(Documents listed here)

1. **Provide Title Company with documentation** evidencing the date of death of Audrey W. Steeples, who granted title to the real estate referred to in Schedule "A" of this Title Commitment, by a Beneficiary Deed recorded January 13, 2003 in Book 269 at Page 903 of the Scotland County Deed Records.
2. **Affidavit of Heirship** to be executed by a person knowledgeable in the family history of **Crystal M. Smith** (deceased), with reference to the real estate referred to in Schedule "A" of this Commitment. Note: Above mentioned **Affidavit** must be filed in the Scotland County Deed Records prior to the instrument of conveyance (below mentioned Warranty Deed).
3. **Affidavit of Heirship** to be executed by a person knowledgeable in the family history of **Michael L. Steeples** (deceased), with reference to the real estate referred to in Schedule "A" of this Commitment. Note: Above mentioned **Affidavit** must be filed in the Scotland County Deed Records prior to the instrument of conveyance (below mentioned Warranty Deed).
4. **Quit Claim Deed** to be executed by **Warren J. Miller**, joined by **Patricia Miller**, his wife, conveying all their right, title, and interest in the real estate referred to as in Schedule "A" of this Commitment to **Mckenzie Steeples, Stephanie L. Duncan, Jason Shelton, Kaylene Campbell, Marion W. Steeples, Anita J. Cline, and Angela D. Steeples**.
5. **OWNER'S AFFIDAVIT AND INDEMNITY AGREEMENT** (attached hereto), to be completed and executed in the presence of a Notary by **Mckenzie Steeples, Stephanie L. Duncan, Jason Shelton, Kaylene Campbell, Marion W. Steeples, Anita J. Cline, and Angela D. Steeples**, and returned to Title Company.

Requirements continued on next page...

COMMITMENT #24-069 - Requirements
Schedule B Section 1 - Page 1 of 2

6. **Satisfaction of a MO Healthnet Claim** against the Estate of Audrie W. Steeples, Case #21SE-PR00022.
7. **Warranty Deed** to be executed by **Mekenzie Steeples**, a single person, **Stephanie L. Duncan**, a single person, **Jason Shelton**, joined by **Becky Shelton**, his wife, **Kaylene Campbell**, joined by **John Campbell**, her husband, **Marion W. Steeples**, a single person, **Anita J. Cline**, a single person, and **Angela D. Durbin** (fka Angela D. Steeples), joined by **Charlie Durbin**, her husband, vesting fee simple interest in the real estate referred to in Schedule "A" of this Commitment to **Purchaser of Tract #2** at the April 9, 2024 Sullivan Auctioneers, Auction.
8. **Deed of Trust** to be executed by **Purchaser of Tract #2** at the April 9, 2024 Sullivan Auctioneers, Auction, in favor of the **Lender**.

Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION 2 EXCEPTIONS

COMMITMENT # 24-069

Tract #2 - April 9, 2024 Sullivan Auctioneers, Auction.

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

GENERAL EXCEPTIONS:

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 encumbrance, violation, variation, or adverse circumstance, boundary lines overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.
5. Any lien or right to a lien, for services, labor, or material, or equipment heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.

SPECIAL EXCEPTIONS:

7. Rights of the public and Scotland County in and to that part of the land, if any, within County Road #462.
8. Taxes for 2024 and subsequent years.
9. Property is subject to an ingress/egress and pond dam and water easement to Warren Miller, recorded May 9, 2007 in Book 274 at Page 578 of the Scotland County Deed Records.
10. Property is subject to right-of-way easement to the Consolidated Public Water Supply District #1 of Scotland County, filed September 12, 1988 in Book 254 at Page 886 of the Scotland County Deed Records.
11. The consequence of any past or future change in the location of the Wyaconda River which may form a boundary, or any dispute arising over the location of the old bed of the Wyaconda River, or any variance between the boundary of said land as originally conveyed and the boundary thereof as used and occupied. Rights of the upper and lower riparian owners in and to the free and unobstructed flow of water of the Wyaconda River extending through the subject land, without diminution or pollution.
12. Navigation servitudes and all other statutory and regulatory rights and powers of the United States, the State of Missouri, and the Public, over the Wyaconda River and its shore lands extending to the ordinary high-water line thereof and which may be exercised without obligation for compensation to the riparian owners.

Exceptions continued on next page...

COMMITMENT #24-069 - Exceptions
Schedule B Section 2 - Page 1 of 2

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by **Fidelity National Title Insurance Company**.

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27C170B25. ALTA Commitment for Title Insurance 7-1-21 w-MO Mod.

13. Changes in the land due to the accretion, avulsion, relictions, or meandering of the Wyaconda River.
14. No title will be insured (or, is herein insured), to any land now or formerly lying in the bed of the Wyaconda River, its arms, branches, or tributaries by whatever name called.
15. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any addition premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

TAX INFORMATION – FOR INFORMATIONAL PURPOSES ONLY

This tract has been split off larger assessed tracts and has not as yet been assessed separately.

Assessor Tax ID on said larger tracts is # 2-08-07.0-25-00.0-00-06.000 & 2-08-07.0-36-00.0-00-03.000 &
2-08-07.0-36-00.0-00-04.000

2023 Scotland County Real Estate Taxes are paid in full in the amount of **\$708.56**

Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

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; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

COMMITMENT #24-069 Commitment Conditions - Page 1 of 2

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company 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 and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT 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.

11. ARBITRATION – INTENTIONALLY DELETED

COMMITMENT #24-069 Commitment Conditions - Page 2 of 2

EXHIBIT "A"
LEGAL DESCRIPTION

SCOTLAND COUNTY, MISSOURI:

A tract of land lying in the South Half of the Southwest Quarter of Section 25 & the Northwest Quarter of Section 36, Township 66 North, Range 10 West, Scotland County, Missouri and being more fully described as follows to-wit:

Beginning at a found iron pipe marking the Quarter Corner common to said Sections 25 & 36; thence South 00 degrees, 08 minutes and 53 seconds West along the North-South centerline of said Section 36 a distance of 2647.07 feet to the Center of said Section 36, from which a 5/8" iron pin bears North 00 degrees, 08 minutes and 53 seconds East 24.00 feet; thence North 89 degrees, 18 minutes and 09 seconds West leaving said North-South centerline and along the East-West centerline of said Section 36 and along Scotland County Route #462 a distance of 2015.94 feet to a point from which a 5/8" iron pin bears North 02 degrees, 43 minutes and 01 second West 18.00 feet; thence North 02 degrees, 43 minutes and 01 second West leaving said East-West centerline and said County Route 297.65 feet to a 5/8" iron pin; thence North 00 degrees, 15 minutes and 07 seconds East 3934.10 feet to the centerline of the Wyaconda Drainage Canal #2, from which a 5/8" iron pin bears South 00 degrees, 15 minutes and 07 seconds West 44.75 feet; thence South 68 degrees, 04 minutes and 20 seconds East along said centerline 1315.29 feet; thence South 60 degrees, 30 minutes and 24 seconds East along said centerline 921.29 feet to the North-South centerline of said Section 25, from which a 5/8" iron pin bears South 00 degrees, 13 minutes and 24 seconds West 57.26 feet; thence South 00 degrees, 13 minutes and 24 seconds West leaving said Wyaconda Drainage Canal #2 centerline and along said North-South centerline 664.11 feet to the Point of Beginning, containing 177.4 Acres, more or less. As per survey #2024-008568 of Jason D. Janes, Missouri Professional Land Surveyor #2004017826 during March of 2024.

- END LEGAL DESCRIPTION -