



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

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

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

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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.

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9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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

Issuing Agent: Accurate Land Title Company
Issuing Office: Accurate Land Title Company
Issuing Office's ALTA® Registry ID: 1069460
Loan ID Number:
Commitment Number: 2024-0313
Issuing Office File Number: 2024-0313
Property Address: 116.4 Acres Shelby 265, Shelbyville, MO 63469
Revision Number:

SCHEDULE A

1. Commitment Date: April 4, 2024
2. Policy to be issued:
 - a. 2021 ALTA® Owners Policy
Proposed Insured: INFORMATIONAL – BUYER AT AUCTION
Proposed Amount of Insurance: \$
The estate or interest to be insured:
 - b. 2021 ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured:
 - c. 2021 ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is: *FEE*
4. The Title is, at the Commitment Date, vested in: **Urban Wiskirchen and Lindsay Wiskirchen, Husband and Wife**
5. The Land is described as follows:

A tract of land situated in a portion of the Southeast Quarter of Section 11 and the West Half of the Southwest Quarter of Section 12, Township 58 North, Range 9 West, Shelby County, Missouri and being more particularly described as follows:

Beginning at an iron rod set on the mid line of Section 11 at the Northerly prolongation of a fence line, from whence an iron rod set at the center 1/4 corner bears N89°25'41"W a distance of 941.94'; thence along said fence line as follows: S02°29'04"E a distance of 767.81' to a corner post; thence N82°22'54"E a distance of 385.48' to a corner post; thence S87°52'23"E a distance of 91.59' to a corner post; thence S77°03'51"E a distance of 23.58' to a corner post; thence S58°33'30"E a distance of 1335.88' to an iron rod set

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on the line between Sections 11 and 12; thence along said line, S01°10'16"W a distance of 1233.37' to a corner post at the corner common to Sections 11, 12, 13, and 14; thence along the line between Sections 12 and 13, S89°27'21"E a distance of 1311.61' to an iron rod set at the West 1/16 corner common to said Sections; thence along the West 1/16 line of said Section 12, N01°12'20"E a distance of 2637.59' to a corner post accepted as the Center-West 1/16 corner; thence along the mid line of Section 12 and its Westerly prolongation, N89°25'41"W a distance of 3011.58' to the point of beginning.

The above tract of land contains 116.4 acres more or less, subject to easements and restrictions of record, or not of record, if any.

Description of ingress, egress and utility easement: A strip of land 30.00' in width, situated in the Northwest Fourth of the Southeast Quarter of Section 11, Township 58 North, Range 9 West, Shelby County, Missouri and being more particularly described as follows:

Beginning at a point on the mid line of Section 11, from whence an iron rod set at the Center-South 1/16 corner bears S00°55'28"W a distance of 470.57'; thence along the centerline of said easement as follows: N24°00'17"E a distance of 91.88'; thence 54.53' along an arc to the right, with a radius of 45.11', and a chord that bears N58°38'10"E, a distance of 51.27'; thence S86°43'56"E a distance of 330.26'; thence S81°29'52"E a distance of 51.94'; thence S70°44'09"E a distance of 59.87'; thence 47.58' along an arc to the left, with a radius of 83.21', and a chord that bears S87°06'59"E, a distance of 46.93'; thence N76°30'12"E a distance of 46.30'; thence N88°36'46"E a distance of 83.48'; thence S59°39'58"E a distance of 45.61'; thence S40°10'39"E a distance of 59.47'; thence 129.08' along an arc to the left, with a radius of 109.25', and a chord that bears S74°01'30"E, a distance of 121.70'; thence N72°07'40"E a distance of 117.15'; thence N65°13'13"E a distance of 208.65' to the point of ending on the South line of the hereon described tract 6.

FIRST AMERICAN TITLE INSURANCE COMPANY**By: Accurate Land Title Company**

By: Kane Harris
Authorized Signatory

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SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Deed of Trust from Urban Wiskirchen and Lindsay Wiskirchen, Husband and Wife, to Bank of Monticello, dated September 27, 2022, and filed of record September 28, 2022, in Book 2022 at Page 913 of the Deed Records of Shelby County, Missouri, must be released.
6. General Warranty Deed from Urban Wiskirchen and Lindsay Wiskierchen, Husband and Wife, to "To Be Determined", must be executed, acknowledged, delivered and recorded.
7. The Owner's Affidavit must be fully executed and returned to Accurate Land Title Company.

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SCHEDULE B, PART II—Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encumbrance, violation, variation or adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), that would be disclosed by an accurate and complete land title survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, unless such lien is shown by the Public Records at Date of Policy.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. The lien of the General Taxes for the year 2024, and thereafter.

NOTE: For informational purposes only we submit the following tax figures and property address, if known. We assume no liability for the correctness of same. Based upon information provided by us by the public authorities: The 2023 County Taxes are paid in the amounts of \$39.32 and \$79.98. The parcel numbers are 08-01-11-000-00-04.03 and 08-01-12-000-00-04.00.

8. Water Line Easement granted to Public Water Supply District No. 1 of Macon County, Missouri, dated November 8, 1962, and filed of record November 16, 1982, in Book 164 at Page 465 of the Deed Records of Shelby County, Missouri.

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