



## CHICAGO TITLE INSURANCE COMPANY

**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**CHICAGO TITLE INSURANCE COMPANY**

### NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

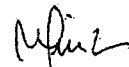
### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Chicago 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.

### CHICAGO TITLE INSURANCE COMPANY

By:

  
Randy Quirk  
President

ATTEST

  
Marjorie Nemzura  
Corporate Secretary

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

72C170B25

ALTA Commitment for Title Insurance (7-1-21) w-MO Mod

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**Chicago Title Insurance Company**  
**COMMITMENT FOR TITLE INSURANCE**

**Transaction Identification Data for reference only:**

**Issuing Agent:** Franklin County Title Company  
**Issuing Office:** 301 S. Church Street Union, MO 63084  
**ALTA Universal ID:**  
**Loan ID Number:**  
**Commitment Number:** 44353  
**Issuing Office File Number:** 44353  
**Property Address:** 9084 Highway HH  
**Revision Number:**

**SCHEDULE A**

1. Commitment Date: **February 09, 2024**
2. Policy (or Policies) to be issued: Policy Amount: **TBD**
  - (a) ALTA OWNER'S POLICY  
Proposed Insured: **TBD**
  - (b) ALTA LOAN POLICY Policy Amount:  
Proposed Insured:
3. The estate or interest in the Land described or referred to in this Commitment is a fee simple.
4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:  
**Michael D. Tierney Special Needs Trust U/T/A Dated September 8, 2022**
5. The Land is described as follows: **Franklin County, Missouri,**  
**SEE ATTACHED EXHIBIT "A"**

Countersigned  
**Franklin County Title Company**

By *Daura B. Archer*  
AUTHORIZED SIGNATORY

**Chicago Title Insurance Company**  
COMMITMENT FOR TITLE INSURANCE  
EXHIBIT "A"

Part of the Southeast qr of the Northeast qr in Section 34, and part of the Southwest qr of the Northwest qr in Section 35, all in Township 42 North, Range 2 East of the 5th P.M., described as follows: Beginning at an iron bar in the Southeast corner of said Southwest qr of the Northwest qr, thence South 89 degrees West on the South line of said qr qr Sections 2,624.85 feet to an iron pipe in the East right of way line of Missouri State Highway "HH", thence with the East line of said highway North 14 degrees 45 minutes 35 seconds East 900 feet to an iron pipe, thence North 89 degrees East 2,405.61 feet to an iron pipe in the East line of said Southwest qr of the Northwest qr, thence South 0 degrees 40 minutes West on said East line 866.53 feet to the point of beginning, and according to plat of survey made by Ray E. Oberkramer, Registered Land Surveyor, during the month of May, 1987.

Part of the Northeast qr of Section 34 and part of the Northwest qr of Section 35, Township 42 North, Range 2 East of the 5th P.M., described as follows: Beginning at the Southeast corner of Lot One of Sheldon Acres, a subdivision of record in Plat Book P Page 991 in the office of the Recorder of Deeds, thence North 00 degrees 33 minutes 20 seconds East 349.65 feet to an iron rod, thence South 89 degrees 40 minutes 35 seconds East 1,150.00 feet to an iron rod, thence South 02 degrees 54 minutes 16 seconds West 350.00 feet to an iron rod, thence North 89 degrees 40 minutes 35 seconds West 1,135.66 feet to the point of beginning, as per plat of survey by Norbert Wunderlich, Registered Land Surveyor, in March, 2000.

# Chicago Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B - PART I

### REQUIREMENTS

Effective Date: **February 09, 2024**

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 premium, 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.

At that time, this Company may make additional requirements or exceptions.

5. **Power of Attorney of Joan K. Tierney to be recorded in Franklin County, Missouri, Recorder of Deeds Office.**
6. **Furnish for our approval a Certification of Trust that is given pursuant to RSMo.456.10-1013 of the Missouri Uniform Trust Code, which must be executed by all current trustees of the Michael D. Tierney Special Needs Trust U/T/A Dated September 8, 2022.**
7. **Affidavit as to the death of Joseph E. Tierney.**
8. **Warranty Deed to be executed by the Michael D. Tierney Special Needs Trust U/T/A dated September 8, 2022 to a buyer to be determined.**
9. Closing Information Note: If the closing for the subject property is to be conducted by Franklin County Title Company we require all monies due from the purchaser, seller or lender to be in the form of a Cashier Check, Certified Check or Wire Transfer. If the sale proceeds or any "payoffs" pursuant to the closing require "Good Funds" then monies received by us for such amount must be by the bank or wire transfer.

The above applies to all closings unless other specific arrangements are made. Due to wide variances in banking practices and lack of control over funds "on the wire" we cannot accept financial responsibility for delays in the clearing of funds.

**Lenders figures must be sent 24 hours before closing or this Company reserves the right to reschedule the closing date and/or charge additional closing fees.**

**Senate Bill 66, which became effective January 1, 2008, requires the issuance of CLOSING PROTECTION LETTERS (CPL's) in every residential transaction if Franklin County Title Company is performing the closing. One CPL for the seller and one CPL for the Buyer/Lender.**

**A CLOSING PROTECTION LETTER is issued through the title insurance underwriter and shall "indemnify" a buyer, lender or seller solely against losses not to exceed the amount of the settlement funds only because of the following acts of the title insurer's name issuing agency or title agent:**

- a) Acts of theft of settlement funds or fraud with regard to settlement funds.
- b) Failure to comply with written closing instructions by the proposed insured when agreed to by the title agency or title agent relating to title insurance coverage.

File No: 44353

**Chicago Title Insurance Company**  
**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE B - PART II**  
**EXCEPTIONS**

Effective Date: **February 09, 2024**

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:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
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 which are not shown as existing liens by the public records.
7. **Right of Way of Highway over any part embraced therein and together with any drainage easements adjacent thereto and recorded in Book 225 Page 22.**
8. The land described on Schedule A may lie within the boundaries of a public sewer district. Unpaid charges for sewer services, including tap-on fees, assessed pursuant to 249.255 and 249.645 RSMo Supp. 1991, shall be excluded from policy coverage.

2023 TAXES FURNISHED FOR INFORMATIONAL PURPOSES ONLY:

TAX I.D. NO.	ASSESSED	COUNTY TAXES
20-7-35.0-0-000-003.100	\$42078.00	\$2,707.00
20-8-34.0-0-000-001.100	\$7020.00	\$451.62

Issued by: Franklin County Title Company 301 South Church Street Union, MO 63084 Phone: (636)583-2511 Fax: (636)583-8253



# CHICAGO TITLE INSURANCE COMPANY

## 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.

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## CHICAGO TITLE INSURANCE COMPANY

### 4. COMPANY'S RIGHT TO AMEND

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

### 5. LIMITATIONS OF LIABILITY

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

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## CHICAGO TITLE INSURANCE COMPANY

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

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**ALTA PRIVACY FORM**  
**Chicago Title Insurance Company and/or Franklin County Title Company**  
**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 **Chicago Title Insurance Company** and **Franklin County Title 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 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.