



ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY 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, STEWART TITLE GUARANTY COMPANY, a Texas 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 Policy Amount 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.

Countersigned by:

Authorized Countersignature

Mark Twain Title Company
Company Name

123 South Main Street
Palmyra, MO 63461
City, State



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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;
 - (f) Schedule B, Part II - Exceptions; and
 - (g) a countersignature 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 shall not be 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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

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- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

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. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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STEWART TITLE GUARANTY CO

Commitment Number: M-23-13339 UPDATE

SCHEDULE A

1. Effective Date: October 4, 2023 at 04:00 PM
2. Policy or Policies to be issued: Amount
 - (a) X Owner's Policy (ALTA Own. Policy (6/17/06)) \$ 1,000.00
Proposed Insured:
POLICY TO BE ISSUED
 - (b) X Loan Policy (ALTA Loan Policy (6/17/06))
Proposed Insured:
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:
JAMES UNDERHILL AND SHERYL UNDERHILL, CO-TRUSTEES OF THE UNDERHILL FAMILY TRUST,
REVOCABLE INTER VIVOS TRUST DATED OCTOBER 5, 2022
5. The land referred to in the Commitment is described as follows:
SEE EXHIBIT A ATTACHED HERETO

STEWART TITLE GUARANTY CO

By: Charlene Jones-Liendo

CHARLENE JONES-LIENDO

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STEWART TITLE GUARANTY CO

Commitment Number: M-23-13339

SCHEDULE B

1. Requirements:
 1. Pay us the premiums, fees and charges for the policy.
 2. All instruments required to be recorded herein must be in insurable form, executed, delivered and duly filed for record.
 3. We require a copy of the Underhill Family Trust, Revocable Inter Vivos Trust dated October 5, 2022, stating that James Underhill and Sheryl Underhill are the Co-Trustees of the said trust and have the full power to convey the property, and any amendments thereto, prior to closing.
 4. We require a Trustee's Warranty Deed executed by James Underhill and Sheryl Underhill, Co-Trustees of the Underhill Family Trust, Revocable Inter Vivos Trust dated October 5, 2022 to the purchaser(s), and properly filed in the Office of the Recorder of Deeds, Palmyra, Marion County, Missouri.
2. 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. Standard Exceptions:
 - (a) Rights or claims of parties in possession not shown by the public records.
 - (b) Easements, or claims of easements, not shown by the public records.
 - (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
 - (d) 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.
 - (e) Taxes or special assessments which are not shown as existing liens by the public records.
 3. The lien of Marion County taxes for the year 2023, due December 31, 2023, none now due and payable. Taxes were paid for 2022 in the amount of \$247.40.
 4. SUBJECT TO RIGHT-OF-WAY EASEMENT granted to Marion County Public Water Supply District No 1 of Marion County, Missouri, by Earl M Karr and Mary F Karr, His Wife, dated November 23, 1985 and filed June 30, 1986, in the Office of the Recorder of Deeds, Palmyra, Marion County, Missouri, in Book 546, at Page 2133.
 5. SUBJECT TO LAND USE ORDER FOR MARION COUNTY as adopted by the Marion County Commissioners on April 14, 1975 and any subsequent revisions and/or amendments thereto.
 6. SUBJECT TO: A Comprehensive Long Range Development Plan; to Subdivision Regulations; to Zoning Regulations; for Marion County, Missouri, recorded in Book 529A at Pages No. 913;1430; and 1942 respectively, and any subsequent amendments.

Commitment Number: M-23-13339

SCHEDULE B

(Continued)

7. This property lies within the boundaries of the Marion County Public Water Supply District #1 and the Marion County Sewer District.
8. We do not insure as to the accuracy of the acreage content as shown in the legal description contained within policy.
9. **SUBJECT TO** Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
10. **PLEASE READ THE EXCEPTIONS AND THE TERMS SHOWN OR REFERRED TO HEREIN CAREFULLY. THE EXCEPTIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED.**

STEWART TITLE GUARANTY CO

Commitment Number: M-23-13339

EXHIBIT A
PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Tract 1 - 38.54 Acres

A tract of land lying in part of the Southwest Quarter of Section 22, Township 57 North, Range 7 West of the Fifth Principal Meridian, Marion County, Missouri being more particularly described as follows; Beginning at a #5 rebar set at the Northwest corner of said Southwest Quarter; thence South 88 degrees 41 minutes 20 seconds East a distance of 1309.83 feet to a #5 rebar set at the Northeast corner of the West half of said Southwest Quarter; thence South 01 degrees 38 minutes 20 seconds West along the East line of said West half a distance of 1349.06 feet to a point on the centerline of the West Branch of Sees Creek, a #5 rebar set as a reference marker bears North 01 degrees 38 minutes 20 seconds East a distance of 45.00 feet; thence along said centerline the following four courses, North 84 degrees 17 minutes 40 seconds West a distance of 84.20 feet; thence South 65 degrees 32 minutes 19 seconds West a distance of 150.45 feet; thence South 50 degrees 44 minutes 51 seconds West a distance of 152.53 feet; thence South 24 degrees 22 minutes 36 seconds West a distance of 133.21 feet; thence leaving said centerline North 90 degrees 00 minutes 00 seconds West a distance of 156.51 feet to a #5 rebar set; thence North 41 degrees 56 minutes 37 seconds West a distance of 387.85 feet to a #5 rebar set; thence North 30 degrees 02 minutes 36 seconds West a distance of 596.54 feet to a #5 rebar set; thence North 34 degrees 28 minutes 25 seconds West a distance of 318.44 feet to a point on the West line of said Southwest Quarter, a #5 rebar set as a reference marker bears South 34 degrees 28 minutes 25 seconds East a distance of 45.00 feet; thence North 01 degrees 43 minutes 36 seconds East along said West line a distance of 583.12 feet to the Point of Beginning, containing 38.54 acres more or less and being subject to all that portion being used for public road purposes.

All as per Survey #23-0175 as made in September 2023 by Norman D. Ellerbrock, Missouri Professional Land Surveyor #2001011921.

Tract 2 - 41.15 Acres

A tract of land lying in part of the Southwest Quarter of Section 22, Township 57 North, Range 7 West of the Fifth Principal Meridian, Marion County, Missouri being more particularly described as follows; Beginning at the Southwest corner of said Southwest, a #5 rebar set as a reference marker bears North 01 degrees 43 minutes 35 seconds East a distance of 60.00 feet; thence North 01 degrees 43 minutes 35 seconds East along the West line of said Southwest Quarter a distance of 2066.00 feet, a #5 rebar set as a reference marker bears South 34 degrees 28 minutes 25 seconds East a distance of 45.00 feet; thence leaving said West line South 34 degrees 28 minutes 25 seconds East a distance of 318.44 feet to a #5 rebar set; thence South 30 degrees 02 minutes 36 seconds East a distance of 596.54 feet to a #5 rebar set; thence South 41 degrees 56 minutes 37 seconds East a distance of 387.85 feet to a #5 rebar set; thence North 90 degrees 00 minutes 00 seconds East a distance of 156.51 feet to a point on the centerline of the West Branch of Sees Creek; thence along said centerline the following four courses, North 24 degrees 22 minutes 36 seconds East a distance of 133.21 feet; thence North 50 degrees 44 minutes 51 seconds East a distance of 152.53 feet; thence North 65 degrees 32 minutes 19 seconds East a distance of 150.45 feet; thence South 84 degrees 17 minutes 40 seconds East a distance of 84.20 feet to a point on the East line of the West half of said Southwest Quarter, a #5 rebar set as a reference marker bears South 01 degrees 38 minutes 20 seconds West a distance of 50.00 feet; thence South 01 degrees 38 minutes 20 seconds West along said East line a distance of 1294.04 feet to a found iron pin at the Southeast corner of the West half of said Southwest Quarter; thence North 88 degrees 57 minutes 00 seconds West along the South line of said Southwest Quarter a distance of 1313.93 feet to the Point of Beginning, containing 41.15 acres more or less and being subject to all that portion being used for public road purposes.

All as per Survey #23-0175 as made in September 2023 by Norman D. Ellerbrock, Missouri Professional Land Surveyor #2001011921.

Parcel ID: 20-013-05-22-0-00-004.000

MARION COUNTY, MISSOURI

REAL ESTATE TAX BILL

TAX YEAR 2022 RECEIPT

ACCOUNT P13555



TR# 403557

750386

PARCEL ID 013.05.22.0.00.004.000

Description:

W1/2 SW1/4

Sec: 22 Twp: 57 Rng: 7 Acres: 80.000

ADDRESS: CO. RD. 251

ASSESSED VALUE

Residential	0
Agricultural	4,290
Commercial	0
TOTAL	4,290

WHERE YOUR TAXES GO

AMB.-MONROE	6.43
COUNTY	5.79
COUNTY HEALTH	3.97
HANDICAP	5.58
NURS.HOME	5.92
SCH. MONROE R-1	204.89
SPEC.RD/BRDG.	13.53
STATE	1.29
TOTAL TAX	247.40

UNDERHILL FAMILY TRUST
6775 HWY. U
PALMYRA, MO 63461-3412

PAID**12/31/2022**

Ck# 967

Notes: Mailed - BJ

Stewart Trusted Provider Pledge of Protection

Pledge your commitment to being a top tier agency.

With increased regulatory oversight in today's business environment, your customers need to know you're doing your best to adhere to the Consumer Financial Protection Bureau® (CFPB) regulations and follow the American Land Title Association® (ALTA) Best Practices – and with Stewart's new Trusted Provider™ Pledge of Protection™ program, it's never been easier to show your customers your commitment.

We're providing a convenient and effective way for you to share your commitment to follow the ALTA's Best Practices and the CFPB's rules and regulations with your customers and prospects. Simply answer the questions below and confirm your compliance with these practices and regulations. We will then email you a Pledge of Protection certificate that can be used to demonstrate your commitment to being a top tier agency – and that Stewart stands behind you.

Agency Name: Mark Twain Title Company

Agency ID: 250211

Please answer the questions below*:

1. Does your agency operate in accordance with the Stewart Trusted Provider Standards?
☒ YES ☐ NO
2. Does your agency follow the American Land Title Association® Best Practices?
☒ YES ☐ NO
3. Does your agency provide consumers with timely access to closing documents?
☒ YES ☐ NO
4. Does your agency communicate effectively with consumers throughout the transaction process?
☒ YES ☐ NO
5. Does your agency make every attempt to protect consumers' non-public personal information?
☒ YES ☐ NO
6. Does your agency provide consumers with a means to provide feedback and to register complaints?
☒ YES ☐ NO
7. Does your agency comply with all applicable federal and state consumer financial laws?
☒ YES ☐ NO

Our agency pledges to maintain the highest ethical and service standards in all aspects of our business.

Signed: Charlene Jones-Liendo
Charlene Jones-Liendo (Mar 6, 2015)

Charlene Jones-Liendo



stewart

Vetted and verified.

* All questions must be answered "YES" in order to qualify for the Stewart Trusted Provider Pledge of Protection.