



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.

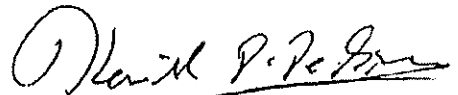
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

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: 2024-0579
Issuing Office File Number: 2024-0579
Property Address: County Road 402, Palmyra, MO 63461
Revision Number: 1

SCHEDULE A

1. Commitment Date: July 22, 2024
2. Policy to be issued:
 - a. 2021 ALTA® Owners Policy
Proposed Insured: 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: **Marla K. Sterneke (formerly known as Marla K. Sparks)**
5. The Land is described as follows:

TRACT I:

A tract of land lying in the North Half of the Northwest Quarter of Section 33, Township 58 North, Range 5 West, Marion County, Missouri and being more fully described as follows to-wit: Commencing at the North Quarter Corner of said Section 33, from which a found corner post bears South 01 degree, 23 minutes and 24 seconds West 25.34 feet; thence North 89 degrees, 22 minutes and 49 seconds West along the North line of said Section and along Marion County Route #402 a distance of 200.02 feet to the **True Point of Beginning**, from which a 5/8" iron pin bears South 01 degree, 23 minutes and 24 minutes West 22.00 feet; thence South 01 degree, 23 minutes and 24 minutes West leaving said North line and said County Route and parallel with the North-South centerline of said Section 394.43 feet to a 5/8" iron pin; thence North 88 degrees, 53 minutes and 56 seconds West 506.52 feet to a found corner post; thence South 11 degrees, 23 minutes and 53 seconds West 301.72 feet to a 5/8" iron pin; thence

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North 78 degrees, 34 minutes and 42 seconds West 354.27 feet to a 5/8" iron pin; thence North 86 degrees, 12 minutes and 45 seconds West 216.49 feet to a 5/8" iron pin; thence North 19 degrees, 21 minutes and 37 seconds West 165.66 feet to a 5/8" iron pin; thence North 08 degrees, 55 minutes and 45 seconds West 122.79 feet to a 5/8" iron pin; thence North 67 degrees, 40 minutes and 49 seconds West 123.04 feet to a 5/8" iron pin; thence North 12 degrees, 23 minutes and 42 seconds West 85.85 feet to a 5/8" iron pin; thence North 55 degrees, 56 minutes and 55 seconds East 355.54 feet to the North line of said Section, from which a 5/8" iron pin bears South 55 degrees, 56 minutes and 55 seconds West 25.00 feet; thence South 89 degrees, 22 minutes and 49 seconds East along said North line and along Marion County Route #402 a distance of 1050.59 feet to the Point of Beginning, containing 14.7 Acres, more or less, with the above described being subject to that portion now being used for public road purposes and subject to other easements and rights-of-way of record or not of record, if any. As per survey #2024-008770 of Jason D. Janes, Missouri Professional Land Surveyor #2004017826 during July of 2024.

TRACT II:

A tract of land lying in the Northwest Quarter of Section 33, Township 58 North, Range 5 West, Marion County, Missouri and being more fully described as follows to-wit: Beginning at the North Quarter Corner of said Section 33, from which a found corner post bears South 01 degree, 23 minutes and 24 seconds West 25.34 feet; thence South 01 degree, 23 minutes and 24 seconds West along the North-South centerline of said Section 2659.44 feet to a found concrete corner post marking the Center of said Section; thence North 89 degrees, 19 minutes and 30 seconds West leaving said North-South centerline and along the East-West centerline of said Section 2676.26 feet to a found Aluminum Monument marking the West Quarter Corner of said Section; thence North 01 degree, 39 minutes and 45 seconds East leaving said East-West centerline and along the West line of said Section 1328.53 feet to a 5/8" iron pin marking the Northwest Corner of the Southwest Quarter of the Northwest Quarter of said Section; thence South 89 degrees, 21 minutes and 09 seconds East leaving said West line and along the North line of said Quarter-Quarter Section 667.49 feet to a 5/8" iron pin marking the Southwest Corner of the East Half of the Northwest Quarter of the Northwest Quarter of said Section; thence North 01 degree, 35 minutes and 40 seconds East leaving said North line and along the West line of said East Half 526.30 feet to a 5/8" iron pin; thence South 87 degrees, 37 minutes and 38 seconds East leaving said West line 215.86 feet to a found corner post; thence South 26 degrees, 32 minutes and 32 seconds West 39.50 feet to a 5/8" iron pin; thence South 03 degrees, 22 minutes and 06 seconds West 121.63 feet to a found corner post; thence South 69 degrees, 32 minutes and 06 seconds East 16.85 feet to a found corner post; thence North 87 degrees, 10 minutes and 15 seconds East 659.67 feet to a 5/8" iron pin; thence South 84 degrees, 29 minutes and 45 seconds East 156.84 feet to a 5/8" iron pin; thence North 58 degrees, 04 minutes and 47 seconds East 229.96 feet to a 5/8" iron pin; thence North 17 degrees, 17 minutes and 42 seconds East 102.37 feet to a found corner post; thence North 26 degrees, 10 minutes and 45 seconds West 15.67 feet to a 5/8" iron pin; thence North 09 degrees, 43 minutes and 29 seconds East 23.44 feet to a 5/8" iron pin; thence North 11 degrees, 23 minutes and 53 seconds East 301.72 feet to a found corner post; thence South 88 degrees, 53 minutes and 56 seconds East 506.52 feet to a 5/8" iron pin;

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thence North 01 degree, 23 minutes and 24 seconds East parallel with the North-South centerline of said Section 394.43 feet to the North line of said Section, from which a 5/8" iron pin bears South 01 degree, 23 minutes and 24 seconds West 22.00 feet; thence South 89 degrees, 22 minutes and 49 seconds East along said North line and along Marion County Route #402 a distance of 200.02 feet to the Point of Beginning, containing 111.4 Acres, more or less, with the above described being subject to that portion now being used for public road purposes and subject to other easements and rights-of-way of record or not of record, if any. As per survey #2024-008770 of Jason D. Janes, Missouri Professional Land Surveyor #2004017826 during July of 2024.

FIRST AMERICAN TITLE INSURANCE COMPANY
By: Accurate Land Title Company

By: *James C. Hanks*
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 Marla K. Sternke, a Single Person, to HOMEBANK, dated March 7, 2022, and filed of record March 9, 2022, as Document #2022R000700 of the Deed Records of Marion County, Missouri, must be released as to the property described in Schedule A of this Commitment.
6. Deed of Trust from Marla K. Sternke, a Single Person, to HOMEBANK, dated May 23, 2022, and filed of record May 24, 2022, as Document #2022R001712 of the Deed Records of Marion County, Missouri, must be released as to the property described in Schedule A.
7. Deed of Trust from Marla K. Sternke, a Single Person, to HOMEBANK, dated April 20, 2023, and filed of record April 25, 2023, as Document #2023R000972 of the Deed Records of Marion County, Missouri, must be released as to the property described in Schedule A.
8. General Warranty Deed from Marla K. Sternke, a Single Person, to "To Be Determined", must be executed, acknowledged, delivered and recorded.
9. 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 amount of \$2,513.92. The parcel number is 008-08-33-0-00-002.000.

8. Right of Way granted to Panhandle Eastern Pipeline dated April 24, 1932, and filed of record April 29, 1932, in Book 298 at Page 601 of the Deed Records of Marion County, Missouri.
9. Water Line Easement granted to Marion County Public Water Supply District No. 1 of Marion County, Missouri, dated May 5, 1992, and filed of record June 26, 1992, in Book 552 at Page 2655 of the Deed Records of Marion County, Missouri.

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10. Right of Way Easement granted to Missouri Rural Electric Cooperative dated May 15, 2020; and filed of record July 15, 2020, as Document #2020R002543 of the Deed Records of Marion County, Missouri.

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