

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

Issuing Agent: YORK TITLE AND ABSTRACT CO., INC.  
Issuing Office: 1155 Aguilar Drive, Montgomery City, MO 63361  
Issuing Office's ALTA® Registry ID: 1073443  
Loan ID No.:  
Commitment No.: LR2401012  
Issuing Office File No.: LR2401012  
Property Address: 71.3+/- AC Bluebird Rd., Montgomery City, MO 63361  
Revision No.:

**SCHEDULE A**

1. Commitment Date:
2. Policy to be issued:
  - a. ALTA Own. Policy (07/07/21)  
Proposed Insured:  
Proposed Amount of Insurance: \$ 5,000.00  
The estate or interest to be insured: Fee Simple
  - b. ALTA Loan Policy (07/07/21)  
Proposed Insured: Lender with Contractual Obligations under a Loan Agreement with the Vested Owner identified in Item 4 below  
Proposed Amount of Insurance:  
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple
4. The Title is, at the Commitment Date, vested in: Joseph M. Frazier and Jane E. Frazier.
5. The Land is described as follows:  
  
SEE SCHEDULE C ATTACHED HERETO

**YORK TITLE AND ABSTRACT CO., INC.**

By: Bret L. Muenks  
York Title and Abstract Agent, Escrow  
Closer/Title Producer

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by YORK TITLE fbo Agents National 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 counter-signature by the Company or its issuing agent that may be in electronic form.*

**ANTIC CF001 MO (12-2021) ALTA Commitment for Title Insurance - Schedule A**  
Adopted 07-30-2021

AMERICAN  
LAND TITLE  
ASSOCIATION



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(FRAZIER.BLUEBIRD.TROPHY.PFD/LR2401012/19)

## **SCHEDULE B, PART I**

### **Requirements**

Commitment No.: LR2401012

File No.: LR2401012

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 Deed of Trust to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. General Warranty Deed from Joseph M. Frazier and Jane E. Frazier to
  - b. Deed of Trust from to , Trustee for Lender with Contractual Obligations under a Loan Agreement with the Vested Owner identified in Item 4 below, securing the principal amount of \$
5. Instruments in insurable form which must be executed, delivered and duly filed for record.
6. Seller to furnish lien affidavit on form acceptable to YORK TITLE AND ABSTRACT CO., INC.
7. **NOTE FOR INFORMATIONAL PURPOSES ONLY:**  
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.
8. **CLOSING INFORMATION NOTE:**
  - a) If the closing for the subject property is to be conducted by York Title and Abstract Co., Inc, we require all monies due from the purchaser to be in the form of a Cashiers Check, Certified Check or wire Transfer, being collected funds.
  - b) If the Sale proceeds or any "payoffs" pursuant to the closing require "Good Funds" then monies received by us for such must be by bank or wire transfer.
  - c) The above applies to all closings unless other specific arrangements are made.
  - d) 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.
  - e) All documents which are to be recorded in connection with this file in the Office of the Recorder of Deeds must comply with Sections 59.005, 59.310 and 59.313 RSMo. Any document which does not comply with the provisions of these Sections will be subject to an additional \$25.00 recording fee to charged by the Recorder of Deeds.
9. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
10. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional 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.

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**ANTIC CF001 MO (12-2021) ALTA Commitment for Title Insurance - Schedule BI**

Adopted 07-30-2021



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(FRAZIER.BLUEBIRD.TROPHYP.PFD/LR2401012/19)

**SCHEDULE B, PART II**  
**Exceptions**

Commitment No.: LR2401012

File No. LR2401012

**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, attached, or 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. 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.
4. Easements, or claims of easements, not shown by the Public Records.
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. Real estate taxes or special assessments for the year(s) 2024 that are not yet due or payable.
8. Lien of the general taxes for the year 2024 and thereafter. The following information is believed to be accurate, but it is not guaranteed:  
NOTE: Real Estate Taxes for the County are collected by the County Collector of Montgomery County.  
The fiscal tax year in Missouri is January 1 through December 31. Taxes are a lien as of January 1; become due and payable as of November 1; and become delinquent after December 31.

Tax Identification Number: 11-3.0-08-000-000-006.000

Amount of 2022 Taxes: Montgomery County \$161.07 PAID.

Address of Property: 71.3+/- AC Bluebird Rd., Montgomery City, MO 63361

9. Survey #2022-007649 of Jason D. Janes, Missouri Professional Land Surveyor #2004017826 done September 1, 2022.

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**ANTIC CF001 MO (12-2021) ALTA Commitment for Title Insurance - Schedule BII**  
Adopted 07-30-2021



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## SCHEDULE C

Commitment No.: LR2401012

File No.: LR2401012

A tract of land lying in the Southeast Quarter of Section 8, Township 48 North, Range 5 West, Montgomery County, Missouri and being more fully described as follows to-wit:

Beginning at a found iron pipe marking the East Quarter Corner of said Section 8; thence South 02 degrees, 19 minutes and 16 seconds West along the East line of said Section and along Montgomery County Route #209 a distance of 2624.59 feet to a 5/8" iron pin; thence North 86 degrees, 37 minutes and 25 seconds West leaving said East line and said County Route and parallel with the South line of said Section 1186.00 feet to a 5/8" iron pin; thence North 02 degrees, 19 minutes and 07 seconds East 2616.73 feet to the East-West centerline of said Section, from which a 5/8" iron pin bears South 02 degrees, 19 minutes and 07 seconds West 30.00 feet; thence South 89 degrees, 59 minutes and 57 seconds East along said East-West centerline and along Montgomery County Route #208 a distance of 1186.00 feet to the Point of Beginning, containing 71.3 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 #2022-007649 of Jason D. Janes, Missouri Professional Land Surveyor #2004017826 during September of 2022.

