



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
WESTCOR LAND TITLE INSURANCE COMPANY
(ALTA Adopted 07-01-2021)

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](#), Westcor Land Title Insurance Company, a South Carolina 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 (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

WESTCOR LAND TITLE INSURANCE COMPANY

Issued By:

Investors Title Company
219 South Central Ave
Clayton, MO 63105



By: Mary O'Donnell
Mary O'Donnell - President

Attest: Donald A. Berube
Donald A. Berube - 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; and
- g. a signature by the Company or its issuing agent that may be in electronic form.

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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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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. INTENTIONALLY OMITTED

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ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

WESTCOR LAND TITLE INSURANCE COMPANY

875 Concourse Parkway South, Suite 200 Maitland, FL 32751

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

Issuing Agent: Investors Title Company

Issuing Office: 219 South Central Ave Clayton, MO 63105

Issuing Office's ALTA® Registry ID: 1036587

Loan ID Number:

Issuing Office File Number: 765719

Escrow Closer: Cindy McCarthy

Client: Trophy Properties and Auction; Jason Wallingford

Property Address: 471 Old Colony Road, Defiance, MO 63341

Revision Number: Revision Number:

1. Commitment Date: December 15, 2023 10:28AM

2. Policy to be issued:

(a) 2021 ALTA® Owner's Policy:

Proposed Insured: TBD

Proposed Policy Amount: \$1,000.00

(b) 2021 ALTA® Loan Policy:

Proposed Insured:

Proposed Policy Amount:

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:

Connie L. Wilson

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CM-39 ALTA Commitment for Title Insurance (ALTA Adopted 07-01-2021) –NON ARB

(WLTIC Edition 09/17/2021)



5. The Land is described as follows:
See Attached Exhibit A

Investors Title Company

By: 

Authorized Officer or Agent

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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.
 - a) Warranty Deed properly executed by Connie L. Wilson, and spouse(s), if any to TBD.
 5. In the event the improvements located on the property to be insured include any house trailer, mobile home or manufactured housing unit, the Company requires the following to comply with RSMO 442.015:
 - The home shall be permanently affixed to the real estate;
 - The certificate of title must reflect that the title to the home is vested in the owner of the land;
 - Seller to sign an affidavit at closing stating that there are no outstanding liens or loans against the housing unit;
 - The person(s) having an ownership interest in the home shall execute and record in the county where the property is located, an Affidavit of Affixation (Missouri Department of Revenue Form 5312);
 - A certified recorded copy of Affidavit of Affixation (Form 5312) is to be properly filed with the Missouri Department of Revenue along with submitting either Form 5315 or 5314 as applicable or any other documentation as may be necessary, within 60 days of the recording date in order to have the house assessed as real estate.
- NOTE: The Company may make additional requirements or exceptions.
6. In the event that this is a purchase transaction of a residential property that was constructed within the last 12 months or is a non-owner occupied property that has had rehab work completed in the last 12 months, the Company requires that an appropriate Notice of Intended Sale be recorded indicating a closing date of not less than 45 days from the date of recording.
 7. N/A

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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. Standard Exceptions:
 - a. Right 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. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
 - d. Any lien, or right to 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, if any, not shown as existing liens by the Public Records.

Special Exceptions:

3. The lien of all taxes and assessments for the year 2024 and all subsequent years. 2023 taxes are paid in the amount of \$1,724.30.
4. Proper Satisfaction and Release of Deed of Trust properly executed by Connie L. Wilson, single woman to Copper Title LLC, trustee for JLB Corporation DBA Golden Oak Lending, dated August 29, 2017 and recorded September 7, 2017 in Book 6803 Page 2213, securing \$139,100.00 and interest evidenced by one note payable as set forth in said note.
5. Easement granted for sewer and water lines as recorded in Book 611 Page 868 of the Recorder's Office, in and for the County of Saint Charles and State of Missouri Records.
6. Assessments for maintenance of sanitary sewer systems, if any.
7. Assessments by trustees of said subdivision as provided by the restrictions referenced above, if any.
8. We find no judgments against Connie L. Wilson.
9. The following figures are furnished for informational purposes only:
Locator #622202A000
Assessed Valuation: 29,298 (23)

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Notice regarding Closing Protection Letter Coverage:

Closing Protection Letters are issued to the Lender and/or Buyer, and Seller when the fee for the letter has been paid. Their respective interest in the closing or settlement are then protected by **WESTCOR LAND TITLE INSURANCE COMPANY**.

Company as described in 381.058 RSMO. If no escrow services are provided or policy coverage given, no fee will be collected and there is no protection to their respective interests given by **WESTCOR LAND TITLE INSURANCE COMPANY**.

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The following is being furnished for informational purposes only:

Property Type:

Risk Rates:

Owners Policy Amount: \$1,000.00

Risk Rate: \$4.00

Reissue Credit: -0-

Mortgage Policy Amount:

Risk Rate: \$0.00

Reissue Credit: N/A

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.

STANDARD EXCEPTIONS NOTE: Item 1 will be deleted from title Insurance Policy. Item 2b and 2c will be eliminated from policy provided an appropriate currently certified survey is presented and found to be acceptable to the company. Items 2a, 2d and 2e may be eliminated from the policy provided there is no new construction and further provided we are furnished an appropriate affidavit concerning possession and construction. We require full payment of premiums as a condition to the issuance of policies pursuant to this commitment. Policies will not be issued until we have received payment of said premiums.

CLOSING INFORMATION NOTE: If the closing for the subject property is to be conducted by Investors Title Company, we require all monies due from the purchase to be in the form of a Cashier's Check, Certified Check or Wire Transfer. If the sale proceeds for any "payoffs" pursuant to the closing required "Good Funds", then monies received by us for such must be by bank or wire transfer.

The above applies to all closing unless 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.

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LEGAL DESCRIPTION

EXHIBIT A

Legal Description:

A tract of land in Fractional Section 15, Township 45 North, Range 2 East, more particularly described as follows: Commencing at the intersection of the Southern line of Old Colony Road, and the Eastern line of property acquired by Victor G. Klein and wife by Deed recorded in Book 207 Page 477 of the St. Charles County Records, being also the Northwest corner of the property conveyed to Marjorie L. Shaplin by deed recorded in Book 584 Page 754 of the St. Charles County Records; thence running South along the Eastern line of Kleins' Eastern line, South 23 degrees 28' West 646.36 feet to a point; thence running North 1 degree 14' West 567.72 feet to a point in the South line of Old Colony Road; thence running North 84 degrees 38' East 270.80 feet along the Southern line of Old Colony Road, to the point of beginning, and being shown as Tract "A" on Survey executed by Frederick C. Overall, Surveyor, executed during the month of October, 1971, being Survey #6117.

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