



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:


Sally R. Tyler, President

By:


Lisa W. Cornehl, Secretary

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Form 50201429 (2-6-23)





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:
Loan ID Number:
Commitment Number: 2025-0859
Issuing Office File Number: 2025-0859
Property Address: 418 Elizabeth Avenue, Palmyra, MO 63461
Revision Number:

SCHEDULE A

1. Commitment Date: August 28, 2025
2. Policy to be issued:
 - a. 2021 ALTA® Owners Policy
Proposed Insured: INFORAMTIONAL – 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: **James B. Woodall, a Married Person, and Mark K. Woodall, a Single Person, as joint tenants with right of survivorship and not as tenants in common.**
5. The Land is described as follows:

All of Lot Six (6) Eileen's Subdivision of part of the City of Palmyra, Marion County, Missouri.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: Accurate Land Title Company

By: 
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. General Warranty Deed from James B. Woodall and spouse, if any, and Mark K. Woodall and spouse, if any, to "To Be Determined", must be executed, acknowledged, delivered and recorded.
6. 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 2025, 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 2024 County and City Taxes are paid in the amount of \$1,109.32. The parcel number is 007.07.25.1.03.006.000.

8. Subject to Plat of Eileen's Subdivision filed of record July 2, 1968, in Plat Book 8 at Page 31 of the Deed Records of Marion County, Missouri.

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Form 50120429 (8-5-22)





828225

TR# 425566

PARCEL ID 007.07.25.1.03.006.000

Description:
SUBD: EILEEN'S SD, ALL LOT 6 DIM: DEED-80' X
100'

Sec: 25 Twp: 58 Rng: 6
ADDRESS: 418 ELIZABETH AVE

ASSESSED VALUE	
Residential	18,600
Agricultural	0
Commercial	0
TOTAL	18,600

WHERE YOUR TAXES GO	
STATE	5.58
COUNTY	25.11
SPEC.RD/BRDG.	58.65
NURS.HOME	25.67
HANDICAP	24.18
COUNTY HEALTH	16.28
SCH. PAL. R-1	749.21
AMB.-MARION	8.89
PALMYRA LIB	26.86
PALMYRA FIRE	53.72
PALMYRA CITY	115.17
TOTAL TAX	1,109.32

WOODALL, JAMES B & MARK K
18036 TURKEY BEND DRIVE
WILDWOOD, MO 63038-0000

PAID

12/12/2024
CREDIT

Notes: Online Payment 12/11/24 - BS



8 0 5 8 4 6 5
Tx:4039640

2021R001598

FILED AND RECORDED ON:

04/26/2021 02:58:55 PM

REC FEE: 30.00

MARION COUNTY

HARLA FRIESZ

RECORDER OF DEEDS

PAGES: 3

(Space above reserved for Recorder of Deeds certification)

1. Title Of Document: General Warranty Deed
2. Date of Document: April 26, 2021
3. Grantor(s): Patsy V Woodall, a single person
4. Grantee(s): James B Woodall, a married person and Mark K Woodall, a single person
5. Mailing Address: 418 Elizabeth Ave, Palmyra, MO 63461
6. Legal Description:

All of Lot Six (6) Eileen's Subdivision of Part of the City of Palmyra, Marion County, Missouri.

MTTC D-21-015

General Warranty Deed

THIS INDENTURE, Made on the 26th day of April, 2021, by and between Patsy V Woodall, a single person, of the County of Marion, State of Missouri, Party of the First Part, and James B Woodall, a married person and Mark K Woodall, a single person, as joint tenants with right of survivorship and not as tenants in common, of the County of Marion, State of Missouri, Parties of the Second Part: (mailing address of said first named grantee is 418 Elizabeth Ave, Palmyra, MO 63461).

WITNESSETH, That the said party of the First Part, in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, to her paid by the said parties of the Second Part, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain and Sell, Convey and Confirm, unto the said parties of the Second Part, their heirs and assigns, the following described Lots, Tracts or Parcels of Land, lying and being and situate in the County of Marion, and State of Missouri, to-wit:

All of Lot Six (6) Eileen's Subdivision of Part of the City of Palmyra, Marion County, Missouri.

NOTE: This document was prepared by Donald McMaster Bastian, Attorney-at-Law, without title search or examination. The information contained in this document is based solely and completely upon information provided by the Grantor's/Grantee's named herein.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said parties of the Second Part, and unto their heirs and assigns, FOREVER, the said party of the First Part hereby covenanting that she is lawfully seized of an indefeasible Estate in Fee in the premises herein conveyed; that she has good right to convey the same: that the said premises are free and clear of any encumbrances done or suffered by her or under those she claims, and that she will WARRANT AND DEFEND the title to the said premises unto the said parties of the Second Part, and unto their heirs and assigns, FOREVER, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the First Part has hereunto set her hand the day and year first above written.

Patsy V. Woodall
PATSY V WOODALL

STATE OF MISSOURI)
) SS
COUNTY OF MARION)

On this 26th day of April, 2021, before me, Veronica L Dryden, a Notary Public in and for said state, personally appeared Patsy V Woodall, a single person, to me known to be the person described in and who executed the within general warranty deed and acknowledged that he executed the same for the purpose therein stated and further declared herself to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year first above written.

My Commission Expires: 6-26-22



VERONICA L DRYDEN
My Commission Expires
June 26, 2022
Marion County
Commission #18859809

Veronica L Dryden
NOTARY PUBLIC
Veronica L Dryden
PRINT NAME

EILEEN'S SUBDIVISION

BEING PART OF THE WEST $\frac{1}{2}$ OF
THE NORTHEAST $\frac{1}{4}$ OF SECTION 25,
T58N, R6W, IN THE CITY OF PALMYRA,
MARION COUNTY, MISSOURI.

THIS IS TO CERTIFY THAT WE THE UNDERSIGNED, MARION S. POLLITT, and EILEEN E. POLLITT, SOLE OWNERS OF THE FOLLOWING DESCRIBED TRACT OF LAND BEING PART OF THE WEST ONE HALF (1/2) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TWENTY FIVE (25), TOWNSHIP FIFTY EIGHT (58) NORTH, RANGE SIX (6) WEST, IN THE CITY OF PALMYRA, MARION COUNTY, MISSOURI, DESCRIBED AS FOLLOWS TO WIT: BEGINNING AT AN IRON POINT ON THE NORTH-SOUTH QUARTER (NS1/4) SECTION LINE OF THIS SECTION TWENTY FIVE (25), SAID POINT BEING FIVE HUNDRED FIFTY SEVEN AND FIFTY SEVEN HUNDREDTHS (557.57) FEET NORTH OF THE NORTH LINE OF OLIVE STREET EXTENDED; THENCE SOUTH ELEVEN DEGREES AND TWENTY THREE MINUTES EAST (181° - 23') THREE HUNDRED NINETEEN (399.03) FEET; THENCE SOUTH TWENTY FOUR DEGREES AND FOUR MINUTES EAST (204° - 04') FOUR HUNDRED FORTY NINE AND SIXTY FIVE HUNDREDTHS (449.65) FEET; THENCE SOUTH THREE DEGREES AND FOUR MINUTES WEST (193° - 04') FOUR HUNDRED SEVEN (407.03) FEET; THENCE SOUTH TWENTY FOUR DEGREES AND FOUR MINUTES EAST (204° - 04') FIFTY FIVE AND FIVE TENTHS (55.5) FEET; THENCE NORTH EIGHTY NINE DEGREES AND TWENTY MINUTES WEST (89° - 20') TWO HUNDRED FORTY FIVE (245.0) FEET TO A POINT ON THE NORTH-SOUTH QUARTER (NS1/4) SECTION LINE OF THIS SECTION, SAID POINT BEING SIX HUNDRED NINETEEN (619.0) FEET NORTH OF THE CENTER OF SAID SECTION TWENTY FIVE (25); THENCE NORTH NO DEGREES AND THIRTY ONE MINUTES EAST (90° - 31') ALONG SAID QUARTER (Q1/4) LINE THREE HUNDRED THIRTY TWO AND TWO TENTHS (332.2) FEET; THENCE NORTH NO DEGREES AND SEVENTEEN MINUTES EAST (90° - 17') NINE HUNDRED NINETEEN AND NINETY SEVEN HUNDREDTHS (919.97) FEET TO THE POINT OF BEGINNING, CONTAINING FOUR AND NINETY EIGHT HUNDREDTHS (4.98) ACRES MORE OR LESS, AS PER SURVEY SETTING OUT EILEEN'S SUBDIVISION AS SHOWN HEREON, AND HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AND SUBDIVIDED INTO LOTS ONE (1) THROUGH TWELVE (12) FOR THE PURPOSE OF CONVEYING THE SAME BY THIS SHOWN ON PLAT; AND SAID TRACT OF LAND IS SO SUBDIVIDED SHALL HEREOFORTH BE KNOWN AS "EILEEN'S SUBDIVISION" AND SAID SUBDIVISION SHALL BE SUBJECT TO THE RESTRICTIONS AND COVENANTS AS SET FORTH ON SAID PLAT, AND THE STREETS AND EASEMENT AREAS SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC USE FOREVER.

IN TESTIMONY WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS 27th DAY OF May, 1960.

Marion S. Pollitt
MARION S. POLLITT

Eileen E. Pollitt
EILEEN E. POLLITT

STATE OF MISSOURI,
COUNTY OF MARION

BE IT REMEMBERED THAT ON THIS 27th DAY OF May, 1960, BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED MARION S. and EILEEN E. POLLITT, HUSBAND AND WIFE, KNOWN BY ME TO BE THE PERSONS DECLAIMED IN, AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED SAME TO BE THEIR FREE ACT AND DEED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND, AND AFFIXED MY OFFICIAL SEAL ON THIS DAY AND YEAR LAST ABOVE MENTIONED.

James H. Fleming
JAMES H. FLEMING, NOTARY PUBLIC OF
MARION COUNTY, MISSOURI

MY COMMISSION EXPIRES 10-13-69.



RESTRICTIONS & COVENANTS

- 1 - LOTS ONE (1) THROUGH SEVEN (7) SHALL BE FOR RESIDENTIAL PURPOSES ONLY. LOTS EIGHT (8) THROUGH TWELVE (12) SHALL BE FOR EITHER RESIDENTIAL OR COMMERCIAL PURPOSES.
- 2 - MINIMUM BUILDING SET BACK LINES TO BE TWENTY FIVE (25) FEET FROM STREET PROPERTY LINE, AND FIVE (5) FEET FROM SIDE LOT LINES.
- 3 - NO BUILDING SHALL BE PERMITTED OF LESS THAN ONE THOUSAND (1,000) SQUARE FEET, EXCLUSIVE OF ATTACHED PORCHES OR GARAGES AND BASEMENTS.
- 4 - EASEMENTS FOR INSTALLING AND MAINTENANCE ON UTILITIES AND DRAINAGE FACILITIES ARE RESERVED AS SHOWN ON PLAT. WITHIN THESE EASEMENTS, NO STRUCTURE, FENCE, PLANTING, OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY DAMAGE OR INTERFERE WITH THE INSTALLATION OR MAINTENANCE OF UTILITIES, OR WHICH MAY CHANGE THE DIRECTION OF FLOW OF WATER THROUGH DRAINAGE CHANNELS WITHIN THE EASEMENTS, OR WHICH MAY OBSTRUCT OR RETARD THE FLOW OF WATER THROUGH THE DRAINAGE CHANNELS, OR THE EASEMENTS. THE EASEMENT AREA OF EACH LOT, AND ALL IMPROVEMENTS ON IT SHALL BE MAINTAINED CONTINUOUSLY BY THE OWNER OF THE LOT EXCEPT FOR IMPROVEMENTS FOR WHICH A PUBLIC AUTHORITY OR UTILITY COMPANY IS RESPONSIBLE.
- 5 - NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, TENT, SHACK, BARN OR OUT-BUILDING SHALL BE USED ON ANY LOT AT ANY TIME FOR RESIDENCE EITHER PERMANENTLY OR TEMPORARILY.
- 6 - NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE RAISED, BRED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSE.
- 7 - NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE, OR OTHER WASTE SHALL NOT BE KEPT EXCEPT IN SANITARY CONTAINERS, ALL INCINERATORS OR OTHER EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIAL SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION.
- 8 - NO LOT OR STREET SHALL BE USED FOR COMMERCIAL OR PRIVATE REPAIR OF ANY VEHICLE OTHER THAN TEMPORARY REPAIRS THAT CAN BE COMPLETED WITHIN TWO (2) DAYS, AND NO VEHICLE, JUNKED, DISABLED OR NON-USED VEHICLES SHALL REMAIN ON ANY LOT OR STREET FOR MORE THAN TWO (2) DAYS.
- 9 - NO FENCE, WALL, HEDGE, OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN TWO (2) FEET AND SIX (6) FEET ABOVE THE ROADWAYS SHALL BE PLACED OR PERMITTED TO REMAIN WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES AND A LINE CONNECTING THEM OF POINTS TWENTY FIVE (25) FEET FROM THE INTERSECTION OF THE STREET LINES, OR IN THE CASE OF ROUNDED PROPERTY CORNERS, FROM THE INTERSECTION OF THE STREET LINES EXTENDED. THE SAME SIGHT LINE LIMITATIONS SHALL APPLY ON ANY LOT WITHIN TEN (10) FEET OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY. NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE POLICE LINE IS MAINTAINED AT A SUFFICIENT HEIGHT TO PREVENT ANY OBSTRUCTION OF SUCH SIGHT LINES.
- 10 - THESE RESTRICTIONS AND COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING UPON ALL PARTIES AND PERSONS CLAIMING THEM FOR A PERIOD OF THIRTY (30) YEARS, AND THE DATE THESE RESTRICTIONS AND COVENANTS ARE RECORDED, AND SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS, UNLESS AN INSTRUMENT SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS HAS BEEN RECORDED AGREEING TO CHANGE SAID RESTRICTIONS AND COVENANTS IN WHOLE OR IN PART.
- 11 - INVALIDATION OF ANY ONE OR MORE OF THESE RESTRICTIONS AND COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

THIS AS A RESULT OF MY SURVEY OF PARTS OF APRIL 1960, WHICH I HEREBY CERTIFY TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF:

James H. Fleming
JAMES H. FLEMING, S.T.S. 16177 MISSOURI



THIS PLAT IS HEREBY ACCEPTED AND APPROVED BY AND FOR THE CITY OF PALMYRA, MISSOURI ON THIS 6th DAY OF June, 1960.

James H. Fleming
James H. Fleming
CITY CLERK

FILED FOR RECORD IN PLAT BOOK 3 ON THIS 27th DAY OF May, 1960.

James H. Fleming
James H. Fleming
RECORDER OF DEEDS, MARION COUNTY, MISSOURI

SCALE IN FEET
0 50 100

FILED FOR RECORD JULY 7 1960 EILEEN'S SUBDIVISION