
SCHEDULE A

1. Commitment Date: December 27, 2024 at 08:30 AM
2. Policy to be issued:
 - a.

Proposed Insured:	FOR INFORMATIONAL PURPOSES ONLY
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: BRETT WILLIAM TODD AND EMMY KATHERINE TODD HUSBAND AND WIFE.
5. The Land is described as follows:

ALL OF THE NORTHWEST QUARTER OF SECTION TWENTY (20), TOWNSHIP THIRTY-TWO (32), RANGE THIRTY (30), BARTON COUNTY, MISSOURI, EXCEPT A TRACT COMMENCING 1192 FEET EAST OF THE NORTHWEST CORNER THEREOF, AND RUNNING THENCE EAST 474 FEET, THENCE SOUTH 367.6 FEET, THENCE WEST 474 FEET, THENCE NORTH 367.6 FEET TO THE PLACE OF BEGINNING.

Barton County Title Company, Inc.

By: 
BARTON COUNTY TITLE COMPANY, INC.

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 Deed of Trust to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

TO BE DETERMINED AFTER WE ARE INFORMED AS TO THE IDENTITY OF INSURED ON SCHEDULE A. THIS TITLE COMMITMENT IS FOR THE PURPOSE OF A TITLE SEARCH ONLY. SHOULD A TITLE POLICY BE REQUESTED, WE RESERVE THE RIGHT TO MAKE ADDITIONAL EXCEPTIONS AND/OR REQUIREMENTS.

NOTE: NO INQUIRY, SEARCH, OR EXAMINATION HAS BEEN MADE OF THE FEDERAL COURTS FOR PENDING BANKRUPTCY PROCEEDINGS.

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. Taxes for 2023 and all prior years are shown paid. Taxes for 2024 ARE NOW DUE AND PAYABLE.
2024 TAX AMOUNT: \$373.77
PARCEL NO. 09-040-20-000-000-002000
2. DEED OF TRUST GIVEN BY BRETT WILLIAM TODD, SPOUSE OF EMMY KATHERINE TODD, AND EMMY KATHERINE TODD, SPOUSE OF BRETT WILLIAM TODD, TO GEORGE NICHOLS, TRUSTEE FOR COMMUNITY NATIONAL BANK & TRUST, DATED APRIL 22, 2021, AND RECORDED APRIL 22, 2021 IN BOOK 2021, PAGE 660, DEED OF TRUST RECORDS OF BARTON COUNTY, MISSOURI, SECURING A PROMISSORY NOTE DATED APRIL 22, 2021 IN THE ORIGINAL PRINCIPAL AMOUNT OF \$463,369.00 AND SECURING FUTURE ADVANCES NOT TO EXCEED \$580,000.00, PURSUANT TO SECTION 443.055 RSMo.
3. DEED OF TRUST GIVEN BY BRETT WILLIAM TODD, SPOUSE OF EMMY KATHERINE TODD, AND EMMY KATHERINE TODD, SPOUSE OF BRETT WILLIAM TODD, TO GEORGE NICHOLS, TRUSTEE FOR COMMUNITY NATIONAL BANK & TRUST, RECORDED JANUARY 12, 2023 IN BOOK 2023, PAGE 69, DEED OF TRUST RECORDS OF BARTON COUNTY, MISSOURI, SECURING A PROMISSORY NOTE DATED JANUARY 12, 2023 IN THE ORIGINAL

SCHEDULE B

(Continued)

PRINCIPAL AMOUNT OF \$504,985.50 AND SECURING FUTURE ADVANCES NOT TO EXCEED \$510,000.00,
PURSUANT TO SECTION 443.055 RSMo.

4. JUDGMENT AGAINST BRETT WILLIAM TODD IN FAVOR OF EMMY KATHERINE TODD AS SHOWN IN JUDGMENT OF DISSOLUTION OF MARRIAGE FILED IN THE BARTON COUNTY CIRCUIT COURT CASE NO. 24B4-CV00159 ON JULY 29, 2024.
5. Rights of the Public, State of Missouri, County of Barton, in and to that part of subject premises taken or used for NW 10TH RD.
6. NOTE: This is NOT a commitment to insure and has been issued as a report as to the status of title only, and as such should not be relied upon for a Real Estate Transaction. This is not a commitment to insure, and no insurance is provided by this commitment; nor is the company liable for errors or omissions in this report. If a Commitment for Title Insurance is desired, the identity of the entities to be insured and policy amounts must be disclosed to this Company, and this Company will then issue a Commitment for Title Insurance disclosing all requirements for issuance of the policy, as well as any additional exceptions which may then be necessary, additional fees will be charged to issue a policy, the liability of this company is the amount paid for same.

Recorded in Barton County, Missouri



Recording Date/Time: 04/22/2021 at 11:57:41 AM

Instr #: 2021R00659

Book: 2021 Page: 659

Type: TD

Pages: 2

Fee: \$27.00 S 20210000752



Lisa Cunningham
Recorder of Deeds

BARTON COUNTY TITLE COMPANY, INC.

TRUSTEE'S DEED

THIS INDENTURE, made this 21st day of April, 2021, by and between **JOE H. THRONSON, TRUSTEE OF THE WHW TRUST AGREEMENT DATED AUGUST 4, 2010** ("GRANTOR"), and **BRETT WILLIAM TODD and EMMY KATHERINE TODD, husband and wife** ("GRANTEE").

(Mailing Address of Grantee is 89B SE 30th Lane, Lamar, MO 64759).

GRANTOR warrants that he is the duly appointed, qualified and acting Trustee under the aforesaid Trust Agreement, and that said Trust Agreement and all powers contained therein, including those hereinafter described, remain in full force and effect, and that the Settlor did not alter, nor revoke said Trust Agreement, nor amend it in any way pertinent to the sale of the hereinafter described real estate, and did not request withdrawal from the Trust of the hereinafter described real estate; and

GRANTOR further warrants that the provisions of the aforesaid Trust Agreement grant to Trustees the power to sell and convey the hereinafter described real estate.

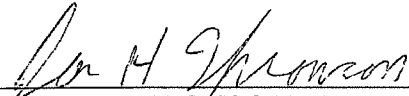
GRANTOR further warrants that there are no provisions of the aforesaid Trust Agreement, or any amendments thereto, that limit the aforementioned powers nor are there any provisions in said Trust Agreement, or amendments thereto, by which GRANTOR retained or gave to any other person or organization the right to negate, consent or approve of the conveyance by the Trustees of the real estate hereinafter described.

NOW, THEREFORE, GRANTOR, for and in consideration of the sum of One and 00/100 (\$1.00) Dollar and other valuable consideration, paid by the GRANTEE, receipt of which is hereby acknowledged, do by these presents, grant, bargain, convey and confirm to GRANTEE, the following described real estate situated in Barton County, Missouri, to wit:

ALL OF THE NORTHWEST QUARTER OF SECTION TWENTY (20), TOWNSHIP THIRTY-TWO (32), RANGE THIRTY (30), BARTON COUNTY, MISSOURI, EXCEPT A TRACT COMMENCING 1192 FEET EAST OF THE NORTHWEST CORNER THEREOF, AND RUNNING THENCE EAST 474 FEET, THENCE SOUTH 367.6 FEET, THENCE WEST 474 FEET, THENCE NORTH 367.6 FEET TO THE PLACE OF BEGINNING.

TO HAVE AND TO HOLD the same with all rights, immunities, privileges and appurtenances thereto belonging unto the GRANTEE, forever, the said GRANTOR, as Trustee, hereby covenanting that they will warrant and defend the title to the premises hereby conveyed unto the GRANTEE against the lawful claims and demands of all persons whomsoever claiming or to claim the same or any part thereof by, through or under him as such Trustee, but not otherwise, it being understood that the duty to warrant and defend attaches only during the continuance of said Trust, during the time GRANTOR is serving as Trustee, and only to the extent of the assets in the Trust from time to time.

IN WITNESS WHEREOF, GRANTOR as Trustee has hereunto caused this instrument to be executed the day and year first above written.

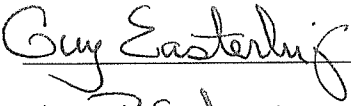


JOE H. THRONSON, Trustee

STATE OF MISSISSIPPI)
)SS.
COUNTY OF Leflore)

BE IT REMEMBERED, that on this 21 day of April, 2021, before me, the undersigned, a notary public in and for the County and State aforesaid, came JOE H. THRONSON, not individually but in his fiduciary capacity as Trustee under the WHW Trust Agreement dated August 4, 2010, who is personally known to me to be the same person who executed, as such Trustee, the within instrument of writing on behalf of said Trust and such person duly acknowledged the execution of the same to be the free act and deed of said Trust.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.



by: R. Schaub NOTARY PUBLIC

