



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. Comehl, 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.
- 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.

9. CLAIMS PROCEDURES

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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: Touchstone Title & Abstract
 Issuing Office: 1 McBride and Son Center Drive Suite 144, Chesterfield, MO 63005
 Issuing Office's ALTA® Registry ID:
 Loan ID No.:
 Commitment No.: 251029
 Issuing Office File No.: 251029
 Property Address: Old Jefferson City Rd., Fulton, MO 65251
 Revision No.:

SCHEDULE A

1. Commitment Date: July 14, 2025 at 08:00 AM
2. Policy to be issued:
 - a. ALTA OWNERS POLICY (07/01/2021)

Proposed Insured: TO BE DETERMINED
 Proposed Amount of Insurance: TBD
 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: Jeanenne K. Wilds.
5. The Land is described as follows:

A tract of land in Sections 17, 18, 19 and 20, Township 47 North, Range 9 West, and more particularly described as follows: Commencing at the corner of Sections 17, 18, 19, and 20, Township 47 North, Range 9 West, thence North on East line of Section 18, 1515.9 feet to an iron pipe set for point of beginning of the land herein described; thence West along fence 862.0 feet; thence South 20 degrees 0 minutes West 308.9 feet; thence North 88 degrees 38 minutes West 1708.7 feet; thence South 0 degrees 28 minutes West 1205.7 feet to quarter corner between Sections 18 and 19; thence South 0 degrees 10 minutes East, 1308.2 feet to pipe in fence corner; thence South 88 degrees 50 minutes East 1335.1 feet; thence North 0 degrees 07 minutes West 642.7 feet; thence South 89 degrees 06 minutes East 1578.3 feet to iron pin in center of road; thence North 18 degrees 36 minutes East, 683.4 feet down center line of road to iron pin on Section line between Sections 17 and 20; thence North 17 degrees 35 minutes East, 877.1 feet; thence North 61 degrees 16 minutes East 693.1 feet; thence North 0 degrees 08 minutes East 264 feet to pipe in center of old creek channel; thence North 58 degrees 59 minutes East 209.2 feet to pipe in center line of Stinson Creek (reference is here made to Survey Number 431, Recorded August 29, 1924 in Survey Book "Q" page 122 Survey Records of Callaway County, Missouri); thence North 65 degrees 36 minutes East 191.5 feet along center line of Stinson Creek as shown in Survey Number 431 as aforesaid; thence North 9 degrees 21 minutes East 208.5 feet, end of center line of Stinson Creek and on the South right-of-way line of Columbia Road; thence North 82 degrees 06 minutes West. 67 4.2 feet this being the South right-of-way line of Columbia Road and West right-of-way line of Hickman Alley; thence North 5 degrees 39 minutes East 68.1 feet; thence North 89 degrees 36 minutes West 1047.8 feet to pipe in fence corner; thence South along line between Sections 17 and 18, 468 feet to the point of beginning.

EXCEPT Lots 1, 2, 3, 4, and 5 of Corrected Plat of Westminster College Subdivision No. 1, being a part of Sections 17, 18, 19 and 20, Township 47 North, Range 9 West, as shown by plat recorded in Plat Book 8 at page 12, Records of Callaway County, Missouri.

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SCHEDULE A
(Continued)

Commitment No.: 251029
File No.: 251029

FURTHER EXCEPT that part conveyed to the Callaway County Ambulance District by instrument recorded in Book 270 at page 612, Records of Callaway County, Missouri.
FURTHER EXCEPT that part conveyed to The City of Fulton, Missouri, by instrument recorded in Book 270 at page 654, Records of Callaway County, Missouri.
FURTHER EXCEPT that part conveyed to Bristol Care, Inc. by Deed recorded in Book 313 at page 583, Records of Callaway County, Missouri.
EXCEPT that part conveyed to Callaway Family Medical Care, Inc. by Deed recorded in Book 292 at page 566, Records of Callaway County, Missouri.
FURTHER EXCEPT that part conveyed to Robert L. Ingram and wife, etal by Deed recorded in Book 311 at page 336, Records of Callaway County, Missouri.
FURTHER EXCEPT that part conveyed to Americare Properties, Inc. by Deed recorded in Book 325 at page 977, Records of Callaway County, Missouri.
FURTHER EXCEPT Lot 1 of Americare Independent Living Residence Plat 1, as shown by Plat recorded in Plat Book 9 at page 137, Records of Callaway County, Missouri, being a part of Lot 5 of the Corrected Plat of Westminster College Subdivision No. 1, as per plat of record in Plat Book 8 at page 12, Records of Callaway County, Missouri.
FURTHER EXCEPT That part lying in Section 18, 19 and 20, Township 47 North, Range 9.
FURTHER EXCEPT That part lying North of Route F.

ALSO

Lots 5-11 of Block 100 of the New City Plat of the City of Fulton, Missouri, except that part, if any, conveyed to the Fulton Housing Authority and the State of Missouri for highway purposes.
FURTHER EXCEPT that part conveyed to Mary Klick by deed recorded in Book M483 at page 308, Records of Callaway County, Missouri.

First American Title Insurance Company

By: Kathren Finch
Touchstone Title & Abstract

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SCHEDULE B, PART I - Requirements

Commitment No.: 251029
File No.: 251029

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.
5. Warranty Deed to be executed by Jeanenne K. Wilds, together with spouse if any, as grantor to TO BE DETERMINED, as grantee.
6. INFORMATIONAL NOTE: There is a Beneficiary Deed recorded May 6, 2020 in Book M484 Page 800. Upon filing of the deed to buyer, said Beneficiary Deed will be of no force and effect.
7. Provide this Company with a properly executed and completed Owner's Affidavit.
8. If there has been construction, improvements or repairs to or on the property in the past 12 months, or a portion or all of the loan proceeds will be used for such, then unrecorded mechanics lien coverage will not be furnished unless arrangements are made prior to closing.
9. Minimum Standards for Property Boundary Surveys and that the survey to accurately reflects all improvements, including fences, and easements, both recorded and visible unrecorded.
10. NOTE: In addition to the above, the following information must be furnished this Company.
 - (1) Proof of payment of unpaid assessments or charges for sewer services, if any.
 - (2) Proof of payment of unpaid assessments by trustees of said subdivision, if any.
 - (3) Proof of payment of unpaid General or Special Taxes by any taxing authority, if any.
 - (4) Proof of payment of delinquent real estate taxes, if any.

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 read carefully.

If there is a transfer of title, a Certificate of Value executed by the Grantee(s) must be submitted with all deeds and instruments transferring title.

CLOSING INFORMATION NOTE: If the closing for the subject property is to be conducted by this 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 of any "payoffs" pursuant to the closing require "Good Funds" then monies by us for such must be by bank or wire transfer.

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SCHEDULE B
(Continued)

Commitment No.: 251029
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The above applies to all closings unless other 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.

11. NOTE: If any requirements shown on Schedule B-Section 1 of this Commitment are not complied with, then the requirements or the matters constituting the requirement will be shown as an exception or exceptions on the Policy or Policies provided the Company elects to issue such Policy or Policies.

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SCHEDULE B
(Continued)

Commitment No.: 251029
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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, material, or equipment 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.
8. NOTE: For informational purposes only, we submit the following tax figures, property address, if known. We assume no liability for the correctness of same. Based upon information provided us by the public authorities.

Based upon 2024 figures

Tax I.D. No.: 13-04.0-17.0-30-002-005.000

Assessed Value: \$460.00

2024 Tax Amount: \$28.46

2024 Real Estate Taxes and prior years are paid.

9. The lien of the City of Fulton general and special taxes.
10. Building Lines, Easements, Covenants, Conditions, Dedications, Restrictions, which may include a provision for assessments and rights of trustees, according to instrument(s) recorded in Book 264 Pages 896 and 897 of the Callaway County Records and any additional amendments of record, but deleting any Covenant, Condition or Restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientations, marital status, ancestry, source of income or disability, to the extent such Covenants, Conditions or Restrictions violate Title 42, Section 3604 (c), of the United States Codes or any State Statute or Local Ordinance. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
11. Charges and assessments by Trustees of said Subdivision, sewer service charges, sewer lateral charges, sewer maintenance charges, roadway maintenance assessments, neighborhood improvement district charges and/or public water

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SCHEDULE B
(Continued)

Commitment No.: 251029
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supply district charges and assessments, if any.

12. Tenancy rights, either as month to month or by virtue of written lease of any party now in possession of the premises in question.
13. Easement described in Book 313 at page 583, Records of Callaway County, Missouri.
14. Easement to the City of Fulton, as shown by instrument recorded in Book 177 at page 170, Records of Callaway County, Missouri.
15. That part conveyed to the State of Missouri for highway purposes, including abutters' rights of direct access to and from U.S. Highway 54 and Missouri Supplementary State Highway Route F and the right to construct and maintain drainage ditches and channel control easement as shown in Highway Deeds recorded in Book 211 at pages 123 and 131, Book 221 at pages 18 and 20, and in Book 211 at page 97, Records of Callaway County, Missouri.
16. Easements to Southwestern Bell as shown by instruments recorded in Book 271 at page 43, Book 275 at page 624, 625, 626 and 627, and Book 284 at pages 39 and 40, Records of Callaway County, Missouri.
17. Easements to the City of Fulton as shown by instruments recorded in Book 219 at page 377, Book 253 at page 44, Book 259 at page 30, Book 266 at pages 361, 360 and 693, Book 220 at page 946, Book 272 at page 75, Book 293 at pages 914 and 915, Book 294 at page 11, Book 327 at page 532, Book 322 at page 977, Book 332 at page 977, Book 341 at pages 196 and 197, and Book 348 at page 349, Records of Callaway County, Missouri.
18. Right of Way of the County Road constituting a boundary of the land.
19. Consequences of one or more boundaries of the Land referring to a river, creek, stream or any other water boundary, including, but not limited to: Decrease in area, if any, of the Land by erosion and/or the consequences of any past or future change in the location of any river, creek, or channel which affects the Land
20. Loss or damage to the insured as a result of the legal description of the premises in question being ambiguous, erroneous or indefinite, or by reason of the inability to establish the location of same on the ground.
21. Terms and provisions of RSMO 137.082 which allows for re-assessment of new construction after the date of occupancy.

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