



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

Issuing Agent: Pike County Title Company
Issuing Office: 215 W. Church Street, Bowling Green, MO 63334
Issuing Office's ALTA® Registry ID: 1091109
Commitment No.: 2024098237
Issuing Office File No.: 2024098237
Property Address: 19728 Pike 275 & Pike 263, Bowling Green, MO 63334

SCHEDULE A

1. Commitment Date: September 13, 2024 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (07/01/21)
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:

Randall Eugene Dempsey
5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

Pike County Title Company

By: Kenzie Hart
Title: Closing Agent

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Co.. 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.

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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 from Randall Eugene Dempsey and Melissa Deanne Dempsey, his wife to To Be Determined.
5. Notice: Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. Pursuant to §381.412 RSMo., effective August 28, 1996, real estate settlement funds must be in the form of a cashier's check, certified check, teller's check or wire transfer. If this company is preparing a HUD1 Settlement Statement in connection with this commitment, we must receive figures at least 24 hours in advance of closing.
7. Execute and return to this Company the Affidavit by Owner. If any problems are disclosed by said Affidavit or it is not properly executed, this Company reserves the right to make additional requirements and/or exceptions.
8. The spouse, if any, of the fee holder must join in conveying this property
9. Cancellation or release of Future Advance Deed of Trust executed by Randall Eugene Dempsey and Melissa Deanne Dempsey, husband and wife, to Mark A. Goodin, Trustee for Community State Bank of Missouri, dated 12/20/10 and recorded in Book 330, Page 4417 on 12/21/10, Deed Records of Pike County, Missouri, securing the principal sum of \$1,227,000.00. The maximum obligation amount under this security agreement is \$1,400,000.00.
10. Cancellation or release of Future Advance Deed of Trust executed by Randall Eugene Dempsey and Melissa Deanne Dempsey, husband and wife, to Mark A. Goodin, Trustee for Community State Bank of Missouri, dated 03/25/14 and recorded in Book 331, Page 3529 on 03/26/14, Deed Records of Pike County, Missouri, securing the principal sum of \$1,000,000.00.
11. Cancellation or release of Future Advance Deed of Trust executed by Randall Eugene Dempsey and Melissa Deanne Dempsey, husband and wife, to Mark A. Goodin, Trustee for Community State Bank of Missouri, dated 06/02/17 and recorded in Book 332, Page 1822 on 06/02/17, Deed Records of Pike County, Missouri, securing the principal sum of \$749,000.00. The maximum obligation amount under this security agreement is \$1,000,000.00.

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SCHEDULE B

(Continued)

12. Cancellation or release of Future Advance Deed of Trust executed by Randall Eugene Dempsey and Melissa Deanne Dempsey, husband and wife, to Mark A. Goodin, Trustee for Community State Bank of Missouri, dated 04/27/22 and recorded in Book 333, Page 6144 on 04/28/22, Deed Records of Pike County, Missouri, securing the principal sum of \$1,000,000.00.
13. Cancellation or release of Future Advance Deed of Trust executed by Randall Eugene Dempsey and Melissa Deanne Dempsey, husband and wife, to Mark A. Goodin, Trustee for Community State Bank of Missouri, dated 04/18/23 and recorded in Book 333, Page 9399 on 04/18/23, Deed Records of Pike County, Missouri, securing the principal sum of \$1,201,069.00.
14. Cancellation or release of Future Advance Deed of Trust executed by Randall Eugene Dempsey and Melissa Deanne Dempsey, husband and wife, to (no trustee named), Trustee for Community State Bank of Missouri, dated 04/17/24 and recorded in Book 334, Page 1873 on 04/17/24, Deed Records of Pike County, Missouri, securing the principal sum of \$1,100,000.00.

For informational purposes only, we submit the following tax information. We assume no liability for the correctness of same.

Tax locator #20-01-02-000-000-006.000

2023 Assessed Value: \$860.00

2023 County Tax: \$76.31 - PAID

Situs: 51.00 ac Pike 263, Bowling Green, MO 63334

Tax locator #20-01-02-000-000-005.000

2023 Assessed Value: \$8,410.00

2023 County Tax: \$539.89 - PAID

Situs: 115.00 ac., 19728 Pike 275, Pike 263, Bowling Green, MO 63334

Consequences of any allegation or determination that the transfer to the insured is a preference, fraudulent transfer or otherwise avoidable, under bankruptcy or insolvency laws. (Note: No search has been made in the Federal Courts or Bankruptcy Courts for pending bankruptcy proceedings.)

WE RESERVE THE RIGHT OF REVISION OF THE SCHEDULES OF THIS "TO BE DETERMINED" COMMITMENT WHEN THE IDENTITY OF THE BUYER(S) IS MADE KNOWN; AND WHEN WE HAVE REVIEWED ANY NEW SURVEY.

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:

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SCHEDULE B

(Continued)

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. Title to and easements in that portion of the Land within Pike 275 and Pike 263 or their right of ways.
8. Easement to Public Water Supply District #1 of Pike County, Missouri recorded in Book 319 Page 838, Pike County Deed Records.
9. Terms and provisions of Mutual Benefit Access Agreement recorded in Book 331 Page 8262, Pike County Deed Records.
10. Easement to Public Water Supply District #1 of Pike County, Missouri recorded in Book 332 Page 229, Pike County Deed Records.
11. Boundary Survey performed by Donald B. Mayhew, P.L.S. #2389-Missouri dated May 16, 2024, Allied Engineering Services, LLC Job No. 24-4460. (17 acre exception tract in Exhibit A legal description)
12. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A or attached plat, if any. The Company does not insure the area, square footage, or acreage of the land.

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File No.: 2024098237

The Land referred to herein below is situated in the County of Pike, State of Missouri and is described as follows:

ALL OF THE SOUTH HALF OF THE NORTHEAST QUARTER, AND THE SOUTHEAST FOURTH OF THE NORTHWEST QUARTER OF SECTION TWO (2); ALSO TEN (10) ACRES, THE NORTH HALF OF THE EAST HALF OF THE NORTHEAST FOURTH OF THE SOUTHEAST QUARTER OF SAID SECTION TWO (2), ALL IN TOWNSHIP FIFTY-TWO (52) NORTH, RANGE TWO (2) WEST, CONTAINING ONE HUNDRED THIRTY-THREE AND 26/100 ACRES, EXCEPTING FROM THIS DEED OF CONVEYANCE, THIRTY-THREE ACRES OFF OF THE EAST END OF THE ABOVE DESCRIBED TRACT OF LAND CONVEYED TO WILLIAM WILKERSON, LEAVING HEREBY CONVEYED 100.26 ACRES. THERE IS ALSO HEREBY CONVEYED TO SAID SECOND PARTIES A STRIP OF LAND TWENTY (20) FEET WIDE FOR ROAD PURPOSES OUT OF THE ABOVE DESCRIBED TEN (10) ACRES SOLD TO WILLIAM WILKERSON, AND WHICH SAID STRIP BEGINS AT THE NORTHWEST CORNER OF SAID TEN ACRES AND RUN THENCE SOUTH ABOUT 60 YARDS, THENCE DOWN A BRANCH IN A SOUTHEASTERLY DIRECTION TO THE SOUTH LINE OF SAID TEN ACRES, SAME BEING RESERVED IN A DEED FROM W. T. FARMER AND WIFE, TO SAID WILLIAM WILKERSON, RECORDED IN BOOK 125 AT PAGE 247 IN THE RECORDER'S OFFICE OF PIKE COUNTY, MISSOURI.

ALSO THE NORTHWEST FOURTH OF THE SOUTHEAST QUARTER OF SECTION TWO (2), AND THE WEST HALF OF THE NORTHEAST FOURTH OF THE SOUTHEAST QUARTER OF SAID SECTION TWO (2), AND ALL THE ABOVE DESCRIBED REAL ESTATE SITUATED, LYING AND BEING IN TOWNSHIP FIFTY-TWO (52) NORTH OF RANGE TWO (2) WEST, PIKE COUNTY, MISSOURI.

EXCEPTING THEREFROM A TRACT OF LAND BEING A PART OF A TRACT OF LAND AS DESCRIBED IN BOOK 322, AT PAGE 1232, PIKE COUNTY RECORDS, SAID TRACT BEING PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 52 N., RANGE 2 W., PIKE COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE ALONG THE EAST LINE OF SAID WEST HALF, S01°49'24"W, 536.57 FEET, TO AN IRON PIN AND THE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE, N87°12'29"W, 632.38 FEET, TO AN IRON PIN; THENCE N01°49'24"E, 102.90 FEET, TO AN IRON PIN; THENCE N87°12'29"W, 286.77 FEET, TO THE CENTERLINE OF "PIKE ROAD 275"; THENCE ALONG SAID CENTERLINE THE FOLLOWING COURSES: THENCE S03°19'17"W, 147.39 FEET; THENCE S04°22'54"W, 369.41 FEET; THENCE S03°20'15"W, 178.64 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET, AND AN ARC LENGTH OF 186.09 FEET, AND A CHORD OF S18°34'08"W, 183.90 FEET; THENCE S33°48'02"W, 35.40 FEET, TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE S86°44'09"E, 350.47 FEET, TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE ALONG THE SOUTH LINE OF SAID WEST HALF, S86°44'09"E, 67.62 FEET, TO THE CENTERLINE OF "PIKE ROAD 263"; THENCE ALONG SAID CENTERLINE THE FOLLOWING COURSES: THENCE N84°21'29"E, 166.32 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 800.00 FEET, AND AN ARC LENGTH OF 393.66 FEET, AND A CHORD OF N70°15'40"E, 389.70 FEET; THENCE N56°09'50"E, 86.79 FEET, TO THE EAST LINE OF LAST SAID WEST HALF; THENCE N01°49'24"E, 577.75 FEET, TO THE POINT OF BEGINNING. CONTAINING 17.00 ACRES, MORE OR LESS.

ANY NEW LEGAL DESCRIPTION RESULTING FROM FUTURE SURVEY(S) OF THIS PROPERTY WILL GOVERN IN ANY TRANSACTION INVOLVING SAID PROPERTY.

Pike County Title Company – Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- * Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- * Information about your transactions with us, our affiliated companies, or others; and
- * Information we receive from a consumer-reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



Privacy Notice

Last Updated and Effective Date: December 1, 2023

First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") describe in our full privacy policy ("Policy"), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, and disclose your personal information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) when you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). This shortened form of the Policy describes some of the terms contained in the Policy.

The Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that the Policy does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy policy can be found [here](#).

What Type Of Personal Information Do We Collect About You? We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Personal Information? We collect your personal information: (1) directly from you automatically when you interact with us; and (3) from other parties, including business parties and affiliates

How Do We Use Your Personal Information? We may use your personal information in a variety of including but not limited to providing the services you have requested, fulfilling your transactions, complying relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Disclose Your Personal Information? We do not sell your personal information or share personal information for cross-context behavioral advertising. We may, however, disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers contractors: (1) with your consent; (2) in a business transfer; (3) to service providers and contractors subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we disclose personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Personal Information? The security of your personal information important to us. That is why we take all commercially reasonable steps to make sure your personal information protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

How Long Do We Keep Your Personal Information? We keep your personal information for as long necessary in accordance with the purpose for which it was collected, our business needs, and our legal regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection storage, and disclosure of your personal information. You can learn more about your choices by visting <https://www.firstam.com/privacy-policy/>.



International Jurisdictions: Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Policy. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

Changes to Our Policy: We may change the Policy from time to time. Any and all changes to the Policy will be reflected on this page and in the full Policy, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE POLICY.**

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. To learn more, please visit <https://www.firstam.com/privacy-policy/>.

Contact Us: dataprivacy@firstam.com or toll free at 1-866-718-0097.