



**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.: 251349  
 Issuing Office File No.: 251349  
 Property Address: 4.57 Acres - 07-2.0-03.0-0-001-021, Cedar Hill, MO 63016  
 Revision No.: 2

**SCHEDULE A**

1. Commitment Date: August 27, 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:  
 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:  
Stanley M. Bonacker Trust (more correctly known as Stanley M. Bonacker Revocable Living Trust dated October 16, 2006)\*

\*SUBJECT to requirements no. 5, 6 and 9 of Schedule B, Part I of this title commitment.

5. The Land is described as follows:

Part of Lot 2 of the Northwest quarter of Fractional Section 3, Township 42 North, Range 4 East, Jefferson County, Missouri, described as follows: Beginning at an iron pin in the Western boundary line of said Section 3, said point being located South 20 minutes East 40 feet distant from the Northwest corner of said Fractional Section 3; proceed thence with the Western boundary line of said Fractional Section 3, South 20 minutes East 986.57 feet to an iron pin in the Northwestern right-of-way line of State Highway No. 30; thence Northeastwardly with said right-of-way line, the following chord bearings and distances: North 37 degrees 58 minutes East 123 feet; North 29 degrees 3 minutes East 198.16 feet; thence North 23 degrees 56 minutes East 502.28 feet to an iron pin marking the most Southern corner of a tract of land described as 1.42 acres in deed to Henry F. Weber recorded in Book 81 Page 419 of the Jefferson County Land Records; thence with the Southwestern boundary line of said 1.42 acre tract, North 56 degrees West 460.1 feet to the place of beginning.

ALSO, part of Lot 2 of the Northwest quarter of fractional Section 3, Township 42 North, Range 4 East, , Jefferson County, Missouri, described as follows: Beginning at an iron pin marking the point of intersection of the Western boundary line of said Fractional Section 3 with the Southeastern right-of-way of State Highway No. 30; proceed thence with the Western boundary line of Fractional Section 3, South 20 minutes East 135.9 feet to an iron pin in the Northern boundary line of U.S. Survey No. 666, said point marking the Southwest corner of a tract of land described as containing 20.43 acres conveyed by Price to Liske by deed dated July 12, 1895, recorded in Quit Claim Book 2 Page 253 of the Jefferson County Land

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**SCHEDULE A**  
(Continued)

Commitment No.: 251349  
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Records; thence with the Northern boundary line of said U.S. Survey No. 666, South 65 degrees 11 minutes East 23.2 feet to an iron pin marking a corner of said 20.43 acre tract conveyed to Liske as above-mentioned; thence with the boundary line of said Liske tract, North 13 degrees 33 minutes East 203.28 feet to a point in the Western right-of-way line of State Highway "AMM"; thence Northwardly with said right-of-way line for a distance of 33 feet to a point in the Southeastern right-of-way line of State Highway No. 30; thence Southwestwardly with said right-of-way line for a distance of 112.6 feet to the place of beginning.

**First American Title Insurance Company**

By: Kathren Finch  
Touchstone Title & Abstract

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## SCHEDULE B, PART I - Requirements

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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. Furnish for recording an Affidavit as to Tenancy by Entirety showing that Kenneth E. Bonacker, spouse of Matilda A. Bonacker, is deceased and said parties were never divorced from each other from the date they acquired the premises in question until the date of his death.
6. Furnish for recording an Affidavit as to Heirs of Matilda A. Bonacker, deceased, naming all heirs of decedent, including any surviving spouse, all children, and all descendants of deceased children.

Any affidavit furnished in compliance with the above requirement is subject to the approval of the Company and we reserve the right to make additional requirements as we may deem necessary once we receive and review the foregoing documentation.

7. We have been informed that Stanley M. Bonacker is deceased. We require the following:

A copy of the Death Certificate.

Furnish a properly executed Affidavit establishing the death of Stanley M. Bonacker to be recorded in the Jefferson County public records.

8. We have been informed that Mary J. Bonacker is deceased. We require the following:

A copy of the Death Certificate.

Furnish a properly executed Affidavit establishing the death of Mary J. Bonacker, wife of Stanley M. Bonacker, to be recorded in the Jefferson County public records.

9. Furnish for recording an Affidavit correcting the legal description on Quit Claim Deeds recorded May 15, 2020 in Document No. 2020R-016504, Document No. 2020R-016505, Document No. 2020R-016506, Document No. 2020R-016507 and Document No. 2020R-016508 to the legal description as shown on Schedule A of this title commitment.
10. Furnish for examination an authentic copy of the Stanley M. Bonacker Revocable Living Trust dated October 16, 2006 or Declaration of Trust and any Amendments or Revocation thereto. We reserve the right to make any additional requirements we may deem necessary.
11. Trustee's Deed to be executed by Jeffrey Mourice Bonacker, David Kenneth Bonacker and Mary Marsha Patrickus, the Successor Trustees of the Stanley M. Bonacker Revocable Living Trust dated October 16, 2006, as amended, as grantor to

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**SCHEDULE B**  
(Continued)

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TO BE DETERMINED, as grantee.

NOTE: Said instrument must make reference to the terms and provisions of the Trust Agreement; be made pursuant to the powers conferred by said Agreement; state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked, and finally, recite the full consideration being received.

12. Provide this Company with a properly executed and completed Owner's Affidavit.
13. 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.
14. Minimum Standards for Property Boundary Surveys and that the survey to accurately reflects all improvements, including fences, and easements, both recorded and visible unrecorded.
15. 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.

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.

16. 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)

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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.: 07-2.0-03.0-0-001-021.

Assessed Value: \$11,200.00

2024 Tax Amount: \$151.02

2024 Real Estate Taxes and prior years are paid.

9. 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 supply district charges and assessments, if any.
10. Tenancy rights, either as month to month or by virtue of written lease of any party now in possession of the premises in question.
11. Easement granted to the State of Missouri for maintaining drainage, according to instrument recorded in Book 230 Page 388.
12. Easement granted to Union Electric Company, according to instrument recorded in Book 426 Page 721.
13. Right of Way of the County Road constituting a boundary of the land.

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**SCHEDULE B**  
(Continued)

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14. Terms and provisions of RSMO 137.082 which allows for re-assessment of new construction after the date of occupancy.

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