

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

Issuing Agent: YORK TITLE AND ABSTRACT CO., INC.
Issuing Office: 1155 Aguilar Drive, Montgomery City, MO 63361
Issuing Office's ALTA® Registry ID: 1073443
Loan ID No.:
Commitment No.: LR2409021
Issuing Office File No.: LR2409021
Property Address: 95.3+/- AC Hwy 100, Hermann, MO 65041
Revision No.:

SCHEDULE A

1. Commitment Date:
2. Policy to be issued:
 - a. ALTA Own. Policy (07/07/21)
Proposed Insured:
Proposed Amount of Insurance:
The estate or interest to be insured: Fee Simple
 - b. ALTA Loan Policy (07/07/21)
Proposed Insured:
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: Brock M. Lutz Revocable Living Trust U/A December 12, 1984.
5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

YORK TITLE AND ABSTRACT CO., INC.

By: Bret L. Muenks
York Title and Abstract Agent, Escrow
Closer/Title Producer

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by YORK TITLE fbo Agents National Title Insurance. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

ANTIC CF001 MO (12-2021) ALTA Commitment for Title Insurance - Schedule A
Adopted 07-30-2021

AMERICAN
LAND TITLE
ASSOCIATION



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(LUTZ-TRST.HWY100.TROPHY.PFD/LR2409021/17)

SCHEDULE B, PART I

Requirements

Commitment No.: LR2409021

File No.: LR2409021

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.
 - a. General Warranty Deed from Brock M. Lutz Revocable Living Trust U/A December 12, 1984 to
 - b. Deed of Trust from to , Trustee for Lender with Contractual Obligations under a Loan Agreement with the Vested Owner identified in Item 4 below, securing the principal amount of \$
5. Instruments in insurable form which must be executed, delivered and duly filed for record.
6. Seller to furnish lien affidavit on form acceptable to YORK TITLE AND ABSTRACT CO., INC.
7. **NOTE FOR INFORMATIONAL PURPOSES ONLY:**
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 carefully considered.
8. **CLOSING INFORMATION NOTE:**
 - a) If the closing for the subject property is to be conducted by York Title and Abstract Co., Inc, we require all monies due from the purchaser to be in the form of a Cashiers Check, Certified Check or wire Transfer, being collected funds.
 - b) If the Sale proceeds or any "payoffs" pursuant to the closing require "Good Funds" then monies received by us for such must be by bank or wire transfer.
 - c) The above applies to all closings unless other specific arrangements are made.
 - d) 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.
 - e) All documents which are to be recorded in connection with this file in the Office of the Recorder of Deeds must comply with Sections 59.005, 59.310 and 59.313 RSMo. Any document which does not comply with the provisions of these Sections will be subject to an additional \$25.00 recording fee to charged by the Recorder of Deeds.
9. Furnish for examination authentic copies of the Trust Certification made by Brock M. Lutz Revocable Living Trust U/A December 12, 1984 , naming Brock Lutz as Trustee.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
11. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

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ANTIC CF001 MO (12-2021) ALTA Commitment for Title Insurance - Schedule BI

Adopted 07-30-2021

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(LUTZ-TRST.HWY100.TROPHY.PFD/LR2409021/17)

SCHEDULE B, PART II
Exceptions

Commitment No.: LR2409021

File No. LR2409021

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, attached, or 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. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. Real estate taxes or special assessments for the year(s) 2024 that are not yet due or payable.
8. Lien of the general taxes for the year 2024 and thereafter. The following information is believed to be accurate, but it is not guaranteed:
NOTE: Real Estate Taxes for the County are collected by the County Collector of Montgomery County.
The fiscal tax year in Missouri is January 1 through December 31. Taxes are a lien as of January 1; become due and payable as of November 1; and become delinquent after December 31.

Tax Identification Number:

Amount of 2023 Taxes: Montgomery County \$ PAID.

Address of Property: 95.3+/- AC Hwy 100, Hermann, MO 65041

9. Tract 2: Reservation for Grantors in a Warranty Deed recorded March 31, 1989 in Book 230 Page 374 to lay pipe from a spring as recorded in an deed in Book 85 Page 288 in the deed records of Gasconade County.
10. Tract 1-3: Easement recorded February 24, 1972 in Book 129 Page 757 in the deed records of Gasconade County.
11. Tract 3: Timber Sale Affidavit recorded August 4, 1997 in Book 317 Page 75 in the deed records of Gasconade County.

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ANTIC CF001 MO (12-2021) ALTA Commitment for Title Insurance - Schedule BII
Adopted 07-30-2021



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(LUTZ-TRST.HWY100.TROPHY:PDF/LR2409021/17)

SCHEDULE C

Commitment No.: LR2409021

File No.: LR2409021

TRACT 1 & 2:

That part of the SE1/4 of the NE1/4 of Section 31, lying North and East of Hwy. #100. That part of the SW1/4 of the NW1/4 of Section 32, lying North and East of Hwy. #100. That part of the NW1/4 of the SW1/4 of Section 32, lying North and East of Hwy. #100. The South 417.4 feet off the West 626.1 feet off the NW1/4 of the NW1/4 of Section 32 containing 6 acres. That part of the NW1/4 of the NW1/4 lying South and East of a private road which said private road is shown on Birk Survey 10,284. Part of the SE1/4 of the NW1/4 of Section 32, described as follows:

Commencing at the Southwest corner and running North 0° 16' 35" East 200 feet along the West line of said SE1/4 of the NW1/4 to the point of beginning, thence South 89° 55' 10" East 719.7 feet to a point on the Bluff, thence Northwesterly along the Bluff as follows: North 45° 51' 35" West 162.23 feet, thence North 26° 51' 35" West 462 feet, North 69° 30' West 363 feet, North 78° West 66 feet to the West line of the SE 1/4 of the NW1/4, thence South along the West line of the SE 1/4 of the NW1/4 to the point of beginning, all being situate in Township 46 North, Range 4 West of the 5th P.M.

EXCEPT

Part of the SE1/4 of the NW1/4 of Section 32, Township 46 North, Range 4 West of the 5th P.M., more particularly described as follows: Commencing at the Southeast corner of the SE1/4 of the NW1/4 and running North 01° 10' East 65.3 feet to the point of beginning, thence North 27° 11' West 58.71 feet; thence South 81° 30' West 183.28 feet to a 1" pipe; thence North 7° East 25.94 feet; thence North 17° 05' East 135.1 feet; thence North 88° 51' East 144.5 feet; thence South 12° 29' East 103.6 feet to the East line of the SE1/4 of the NW1/4, thence South 1° 10' West 81.8 feet to the point of beginning, containing .64 acres as per Birk Survey #10,640 and Schulte Survey #81-8-5.

TRACT 3:

Part of the Southeast qr. of the Northwest qr. lying North of the Northern most Bluff described as follows:

Commencing at the Southeast corner, North 01 degrees 10 minutes East 147.1 feet along the East line of the Southeast qr. of the Northwest qr., thence North 12 degrees 29 minutes West 103.6 feet, thence North 88 degrees 51 minutes East 24.5 feet to a point on the East line of the Southeast qr. of the Northwest qr. the point of beginning, thence South 88 degrees 51 minutes West 169 feet, thence South 17 degrees 05 minutes West 135.1 feet to the bluff, thence along the bluff as follows:

North 75 degrees 21 minutes 35 seconds West 330 feet, North 45 degrees 51 minutes 35 seconds West 162.23 feet, North 26 degrees 51 minutes 35 seconds West 462 feet, North 69 degrees 30 minutes West 363 feet North 78 degrees West 66 feet to the West line of the Southeast qr. of the Northwest qr., thence North along the West line of the Southeast qr. of the Northwest qr. approximately 508 feet, to the Northwest corner of said Southeast qr. of the Northwest qr., thence East to the Northeast corner of the Southeast qr. of the Northwest qr., thence South along the East line to the point of the beginning, containing approximately 28 acres. Part of the Northeast qr. of the Northwest qr. described as follows:

Commencing at the Southeast corner, North 49 degrees, 32 minutes West 272.7 feet, North 29 degrees 03 minutes West 244.4 feet, North 40 degrees 28 minutes West 239.6 feet, North 18 degrees 24 minutes West 371.65 feet, to the North line of a private road, thence North 46 degrees 34 minutes East 507 feet, to the North line of the Northeast qr., of the Northwest qr., thence West along said North line to the Northwest corner, thence South to the southwest corner, thence East to the point of beginning containing 25.5 acres together with road easement as per book 129 Page 757, all in Section 32, Township 46 North, Range 4 West of the 5th P.M.

EXCEPT

Part of the SE1/4 of the NW1/4 lying North of the Northern most Bluff described as follows:

Commencing at the Southeast corner, North 01° 10' East 147.1 feet along the East line of the SE1/4 of the NW1/4, thence North 12° 29' West 103.6 feet, thence North 88° 51' East 24.5 feet to a point on the East line of the SE1/4 of the NW1/4 the point of beginning, thence South 88° 51' West 169 feet, thence South 17° 05' West 135.1 feet to the bluff, thence along the bluff as follows:

North 75° 21' 35" West 330 feet, North 45° 51' 35" West 162.23 feet, North 26° 51' 35" West 462 feet, North 69° 30' West 363 feet, North 78° West line of the SE1/4 of the NW1/4 approximately 508 feet to the Northwest corner of said SE1/4 of the NW1/4, thence East to the Northeast corner of the SE1/4 of the NW1/4, thence South along the East line to the point of beginning containing approximately 28 acres. Part of the NE1/4 of the NW1/4 described as follows:

Commencing at the Southeast corner, North 49° 32' West 272.7 feet, North 39° 03' West 244.4 feet, North 40° 28' West 239.6 feet, North 18° 24' West 371.65 feet to the North line of a private road, thence North 46° 34' East 507 feet to the North line of the NE1/4 of the NW1/4, thence West along said North line to the Northwest corner, thence South to the Southwest corner, thence East to the point of



SCHEDULE C
(Continued)

Commitment No.: LR2409021

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beginning and containing 25.5 acres together with road easement as per Book 129 Page 757, all in Section 32, Township 46 North, Range 4 West of the 5th P.M. and containing in the aggregate approximately 53 1/2 acres.

Part of the South 200 feet off of the SE 1/4 of the NW 1/4 of Section 32, Township 46 North, Range 4 West of the 5th P.M., described as follows:

Commencing at the Southwest corner of the SE 1/4 of the NW 1/4 and running North 0° 16' 35" East 200 feet; thence South 89° 55' 10" East 719.7 feet; thence South 75° 21' 35" East 330 feet; thence South 7° 36' 10" West 25.94 feet; thence South 6° 54' 55" West to the South line of the SE 1/4 of the NW 1/4; thence West along said South line to the point of beginning.

