

# ALTA COMMITMENT FOR TITLE INSURANCE



Issued by OLD REPUBLIC NATIONAL 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, Old Republic National Title Insurance Company, a Florida 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.

Kayla Cunningham, License #8466374  
Authorized Signatory

## OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

*A Stock Company*

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607

(612) 371-1111

[www.oldrepublictitle.com](http://www.oldrepublictitle.com)

By

President

Attest

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; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

### 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 and authenticated by a person authorized by the Company.
- 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

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.

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#### 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: Macon County Title, LLC

Issuing Office: 1707 Prospect Drive

Macon, MO 63552

Issuing Office's ALTA® Registry ID: 1153638

Loan ID Number:

Commitment Number: MC24-421

Issuing Office File Number: MC24-421

Property Address: 19435 Missouri 149, Ethel, MO 63539

Revision Number:

## SCHEDULE A

## COMMITMENT

1. Commitment Date: January 2, 2025 8:00 AM
2. Policy to be issued:
  - (a) 2021 ALTA Owner's Policy

|                                       |                    |
|---------------------------------------|--------------------|
| Proposed Insured:                     |                    |
| Proposed Amount of Insurance:         | \$To Be Determined |
| The estate or interest to be insured: | fee simple         |
3. The estate or interest in the Land at the Commitment Date is: (Identify each estate or interest covered, i.e., fee, leasehold, etc.)  
fee simple
4. The Title is, at the Commitment Date, vested in  
Brian Schrift and Michelle Schrift, husband and wife
5. The Land is described as follows:  
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

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# SCHEDULE B I

## COMMITMENT

### 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.  
  
Duly authorized and executed Deed from Brian Schrifft and Michelle Schrifft, husband and wife, to To Be Determined, to be executed and recorded at closing.
5. Seller's/Owner's Affidavit must be completed, executed and returned to this title agent.
6. The survey exception may be deleted from the loan title policy if we are provided with an accurate survey or signed survey affidavit, where applicable, showing no title objections, and no easements or claims of easements not shown by the Public Records on tracts of 25 acres or less, as long as there is no construction on the property within the past one year. Please inform this title agent immediately if survey coverage will be required. We reserve the right to make further requirements.
7. Release of Deed of Trust from Brian Schrifft and Michelle Schrifft to John R Bandy for the benefit of FCS Financial FLCA recorded December 14, 2023, in Book 1109 Page 085, securing a note in the original principal sum of \$240,000.00 and other obligations described therein.

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# SCHEDULE B II

## COMMITMENT

### EXCEPTIONS FROM COVERAGE

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.

#### Standard Exceptions

2. (a) Rights or claims of parties in possession not shown by the public records.  
(b) Easements, or claims of easements, not shown by the public records.  
(c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey.  
(d) 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.  
(e) General taxes for the year 2025 and thereafter [, none now due and payable].
3. Subject to public Streets, Roads, public alleys and/or Highways as may now exist and be located, specifically, but not limited to, State Highway 149, Ethel, Missouri.
4. The land herein described lies within the boundaries of the Ethel Fire Protection District.
5. Subject to lands granted to the State of Missouri for highway purposes. Specifically those granted in deed recorded in Book 277 at Page 277 of the Macon County Deed Records.
6. Water Line Easement granted to Public Water Supply District No. 1 of Macon County, Missouri as shown recorded in Book 1007 Page 166 of the deed records of Macon County, Missouri.
7. Water Line Easement granted to Public Water Supply District No. 1 of Macon County, Missouri as shown recorded in Book 1007 Page 186 of the deed records of Macon County, Missouri.
8. Deed of Trust from Brian Schrift and Michelle Schrift to John R Bandy for the benefit of FCS Financial FLCA recorded December 14, 2023, in Book 1109 Page 085, securing a note in the original principal sum of \$240,000.00 and other obligations described therein.
9. Changes in the land due to accretion, avulsion, reliction or meandering of Brush Creek. Rights of the United States, State of Missouri and the public in and to the navigable servitudes of Brush Creek. Land lying below the normal high water mark of Brush Creek. Title to accreted land is not insured.
10. TAXES FOR INFORMATIONAL PURPOSES ONLY:  
Property Address: 19435 State Hwy 149  
Parcel/Tax ID # 000006-0623-00000-000500  
State and County real estate tax amount for 2024: \$356.65

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Property Address: State Hwy 149

Parcel/Tax ID # 000006-0623-00000-000400

State and County real estate tax amount for 2024: \$138.06 (includes other land)

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**ORT Form 4757 B II**

**Schedule B II – ALTA Commitment 2021 v. 01.00**

07/01/2021



## EXHIBIT "A"

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

### 10.0 Acre Tract #1

A tract of land lying in the Southeast Quarter of the Northwest Quarter of Section 23, Township 59 North, Range 17 West, Macon County, Missouri and being more fully described as follows to-wit: Commencing at the Center of said Section 23; thence North 89 degrees, 07 minutes and 03 seconds West along the East-West centerline of said Section 28.89 feet to the True Point of Beginning on the West right-of-way of Missouri Route #149, from which a found 1/2" iron pin bears South 89 degrees, 07 minutes and 03 seconds East 0.69 feet; thence continue North 89 degrees, 07 minutes and 03 seconds West leaving said right-of-way and along said East-West centerline 645.29 feet to a found 1/2" iron pin; thence North 00 degrees, 04 minutes and 57 seconds East leaving said East-West centerline 82.54 feet to a found 1/2" iron pin; thence North 07 degrees, 00 minutes and 07 seconds East 617.02 feet to a found 1/2" iron pin; thence South 89 degrees, 07 minutes and 03 seconds East 592.62 feet to a found 1/2" iron pin on the West right-of-way of said Missouri Route #149; thence South 01 degree, 17 minutes and 23 seconds West along said right-of-way 361.71 feet to a 5/8" iron pin; thence South 02 degrees, 29 minutes and 23 seconds West along said right-of-way 334.46 feet to the Point of Beginning, containing 10.0 Acres, more or less, with the above described being subject to easements and rights-of-way of record or not of record, if any. As per survey #2024-009023 of Jason D. Janes, Missouri Professional Land Surveyor #2004017826 during January of 2025.

### 45.6 Acre Tract #2

A tract of land lying in the South Half of the Northwest Quarter of Section 23, Township 59 North, Range 17 West, Macon County, Missouri and being more fully described as follows to-wit: Commencing at the Center of said Section 23; thence North 89 degrees, 07 minutes and 03 seconds West along the East-West centerline of said Section 28.89 feet to the West right-of-way of Missouri Route #149, from which a found 1/2" iron pin bears South 89 degrees, 07 minutes and 03 seconds East 0.69 feet; thence continue North 89 degrees, 07 minutes and 03 seconds West leaving said right-of-way and along said East-West centerline 645.29 feet to a found 1/2" iron pin marking the True Point of Beginning; thence continue North 89 degrees, 07 minutes and 03 seconds West along said East-West centerline 651.19 feet to a 5/8" iron pin marking the Southeast Corner of the Southwest Quarter of the Northwest Quarter of said Section; thence North 89 degrees, 24 minutes and 56 seconds West along said East-West centerline 550.00 feet to the centerline of a creek, from which a 5/8" iron pin bears South 89 degrees, 24 minutes and 56 seconds East 40.00 feet; thence North 02 degrees, 57 minutes and 49 seconds East leaving said East-West centerline and along said creek centerline 1323.99 feet to the North line of the South Half of the Northwest Quarter of said Section, from which a 5/8" iron pin bears South 89 degrees, 11 minutes and 13 seconds East 36.51 feet; thence South 89 degrees, 11 minutes and 13 seconds East leaving said creek centerline and along said North line 1815.37 feet to a 5/8" iron pin on the West right-of-way of Missouri Route #149; thence South 01 degree, 54 minutes and 23 seconds West along said right-of-way 53.31 feet to a 5/8" iron pin; thence South 01 degree, 17 minutes and 23 seconds West along said right-of-way 573.13 feet to a found 1/2" iron pin; thence North 89 degrees, 07 minutes and 03 seconds West leaving said right-of-way 592.62 feet to a found 1/2" iron pin; thence South 07 degrees, 00 minutes and 07 seconds West 617.02 feet to a found 1/2" iron pin; thence South 00 degrees, 04 minutes and 57 seconds West 82.54 feet to the Point of Beginning, containing 45.6 Acres, more or less, with the above described being subject to easements and rights-of-way of record or not of record, if any. As per survey #2024-009023 of Jason D. Janes, Missouri Professional Land Surveyor #2004017826 during January of 2025.