



**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 EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

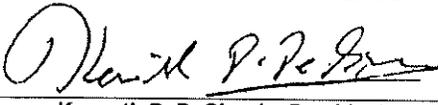
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

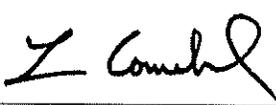
**COMMITMENT TO ISSUE POLICY**

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. Cornehl, 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 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.

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Form 50201429 (2-6-23)





**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.

**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: Accurate Land Title Company  
Issuing Office: Accurate Land Title Company  
Issuing Office's ALTA® Registry ID: 1069460  
Loan ID Number:  
Commitment Number: 2024-1166  
Issuing Office File Number: 2024-1166  
Property Address: Shelby 414 - 76.9 Acres, Clarence, MO 63437  
Revision Number:

**SCHEDULE A**

1. Commitment Date: January 2, 2025
2. Policy to be issued:
  - a. 2021 ALTA® Owners Policy  
Proposed Insured: **INFORMATIONAL – BUYER AT AUCTION**  
Proposed Amount of Insurance: \$  
The estate or interest to be insured:
  - b. 2021 ALTA® Loan Policy  
Proposed Insured:  
Proposed Amount of Insurance: \$  
The estate or interest to be insured:
  - c. 2021 ALTA® Loan Policy  
Proposed Insured:  
Proposed Amount of Insurance: \$  
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is: *fee*
4. The Title is, at the Commitment Date, vested in: **Richard G. Chinn and Carolyn S. Chinn, Husband and Wife.**
5. The Land is described as follows:

The West Half (W-1/2) of the Northwest Quarter (NW-1/4) of Section Ten (10), Township Fifty-Six (56) North, Range Twelve (12) West, Shelby County, Missouri. **EXCEPTING THEREFROM:** A tract of land lying in the Northwest Quarter of Section 10, Township 56 North, Range 12 West, Shelby County, Missouri and being more fully described as follows to-wit: Beginning at a found 5/8” iron pin marking the Northwest corner of said Section 10, thence South 89 degrees, 19 minutes and 09 seconds East along Marion County Route #414 and the North line of said Section 325.29 feet; thence South 00 degrees, 43 minutes and 58 seconds West leaving said North line and said County Route 23.17 feet to a 5/8” iron pin; thence South 31 degrees 40 minutes and 09 seconds West 233.65 feet to a 5/8” iron pin; thence South 11 degrees, 23 minutes and 39 seconds West 396.90 feet to a 5/8” iron pin; thence

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South 52 degrees, 29 minutes and 16 seconds West 75.23 feet to a 5/8" iron pin; thence South 88 degrees, 31 minutes and 06 seconds West 79.33 feet to a 5/8" iron pin on the West line of said Section 10; thence North 01 degree, 18 minutes and 12 seconds East along said West line 663.00 feet to the Point of Beginning, containing 3.1 acres, more or less, with the above described being subject to that portion now being used for public road purposes and subject to other easements and rights-of-way of record or not of record, if any. As per survey #2012-003190 of Jason D. Janes, Missouri Professional Land Surveyor #2004017826 during December of 2012.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By: **Accurate Land Title Company**

By: *Gene Harris*  
Authorized Signatory

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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.
5. Deed of Trust from Richard G. Chinn and Carolyn S. Chinn, Husband and Wife, to HOMEBANK, dated March 13, 2015, and filed of record March 16, 2015, in Book 2015 at Page 205 of the Deed Records of Shelby County, Missouri, must be released as to the property described in Schedule A of this Commitment.
6. Deed of Trust from Richard G. Chinn and Carolyn, S. Chinn, Husband and Wife, to HOMEBANK, dated May 16, 2018, and filed of record May 21, 2018, in Book 2018 at Page 433 of the Deed Records of Shelby County, Missouri, must be released as to the property described in Schedule A of this Commitment.
7. Deed of Trust from Richard G. Chinn and Carolyn S. Chinn, Husband and Wife, to HOMEBANK, dated April 24, 2020, and filed of record April 29, 2020, in Bok 2020 at Page 279 of the Deed Records of Shelby County, Missouri, must be released as to the property described in Schedule A of this Commitment.
8. General Warranty Deed from Richard G. Chinn and Carolyn S. Chinn, Husband and Wife, to "To Be Determined", must be executed, acknowledged, delivered and recorded.
9. The 2024 County Taxes are past due and delinquent in the amount of \$296.21 plus penalties and interest. We require that these taxes be paid in full. The parcel number is 13.02.10.000.00.02.00.
10. The Owner's Affidavit must be fully executed and returned to Accurate Land Title Company.

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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.

NOTE: For informational purposes only we submit the following tax figures and property address, if known. We assume no liability for the correctness of same. Based upon information provided by us by the public authorities: The 2024 County Taxes are unpaid and delinquent in the amount of \$296.21 plus penalties and interest. The parcel number is 13.02.10.000.00.02.00.

8. Manure Easement Agreement dated September 27, 2005, and filed of record September 28, 2005, in Book 194 at Page 954 of the Deed Records of Shelby County, Missouri. Said Agreement was for a period of 15 years so can assume it is expired.
9. Manure Easement Agreement dated September 27, 2005, and filed of record September 28, 2005, in Book 194 at Page 953 of the Deed Records of Shelby County, Missouri. Said Agreement was for a period of 15 years so can assume it is expired.

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## GENERAL WARRANTY DEED

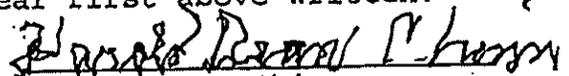
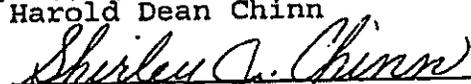
THIS INDENTURE, Made on the 13th day of May, 1996, by and between Harold Dean Chinn and Shirley J. Chinn, husband and wife, of the County of Shelby, in the State of Missouri, Parties of the First Part, and Richard G. Chinn and Carolyn S. Chinn, husband and wife, of the County of Shelby, in the State of Missouri, Parties of the Second Part,  
(mailing address of first named grantee is Route 3, Box 225, Clarence, MO 63437).

WITNESSETH, That the said parties of the First Part, in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION, to them paid by the said parties of the Second Part, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said parties of the Second Part, their heirs and assigns, the following described Lots, Tracts or Parcels of Land, lying, being and situate in the County of Shelby and State of Missouri, to-wit:

The Northwest Fractional Quarter of Section Two (2) except commencing at the Southwest corner of said Northwest Quarter of Section Two (2), thence North on the West line of said tract 332 feet to the point of beginning, thence East 208.75 feet, thence North 208.75 feet, thence West 208.75 feet, thence South 208.75 feet to the point of beginning; the West One-half of the Northwest Quarter of Section Ten (10); and the North One-half of the Southwest Quarter of Section Twelve (12); all in Township Fifty-six (56) North, Range Twelve (12) West of the Fifth Principal Meridian, in Shelby County, Missouri. Subject to all public and private roads and easements.

TO HAVE AND TO HOLD the premises aforesaid with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said parties of the Second Part, and their heirs and assigns, FOREVER, the said First Parties hereby covenanting that they are lawfully seized of an indefeasible Estate in Fee in the premises herein conveyed; that they have good right to convey the same; and that the said premises are free and clear of any encumbrance done or suffered by them or those under whom they claim, and that they will WARRANT AND DEFEND the title to the said premises unto the said parties of the Second Part, and unto their heirs and assigns, FOREVER, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the First Part have hereunto set their hands the day and year first above written.

  
Harold Dean Chinn  
  
Shirley J. Chinn



DUPLICATE # R161911

# 2024 REAL ESTATE PROPERTY TAX

## How Your Tax Dollars Are Used



County of Shelby, State of Missouri

Taxcode COR4CSR  
Valuation 4944  
Tax Levy 5.9912

If paid in 2025  
JAN 329.32  
FEB 335.79  
MAR 353.41  
APR 359.87  
MAY 366.33  
JUN 372.79  
JUL 379.24  
AUG 385.70  
SEP through  
DEC 392.16

State		1.48
County		20.27
Road & Bridge	C0	17.01
School	R4	221.49
Nursing Home	C	15.73
Ambulance	S	7.87
Health Unit		12.36
ORIG. TAX DUE		<u>296.21</u>
TAX DUE 1/2025		329.32

Acres: 76.900  
Sec 10 Twp 56 Rng 12  
Map: 13-02-10-000-00-02.00  
Desc: W1/2 NW; EX 3.1 AC IN NW COR 10-56-12  
Owner: CHINN RICHARD G & CAROLYN S

CHINN RICHARD G & CAROLYN S  
7360 SHELBY 407

CLARENCE MO 63437-0000

Fees	_____
Interest	_____
Commission	_____
GRAND TOTAL	_____

Make checks payable and mail to:  
**John K. Chinn, Collector**  
P.O. Box 148  
Shelbyville, MO 63469

### REAL ESTATE VALUATION SUMMARY

Valuation:		
Residential		0
Agricultural	4944	
Commercial		0

Special Assessment: 0.00

RECORDED

Book 194 Page 954

State of Missouri) ss.  
County of Shelby)

I, Recorder of Deeds of said County, do hereby certify that the within instrument of writing was, at 1 o'clock and 40 minutes P m, on the 28 day of September

A.D., 20 05, duly filed for record in my office, and is recorded in the records of this office, in book 194 at page 954

In Witness Whereof, I have hereunto set my hand and affixed my official seal at Shelbyville this 28 day of September

A.D., 20 05  
By Rosalie Shively Recorder  
Donna Langhammer Deputy



**MANURE EASEMENT AGREEMENT**

THIS AGREEMENT is made on September 27, 2005, by and between Thomas Lee Ellyson and Joyce Ellyson, husband and wife, (hereinafter "Grantors") and Richard G. Chinn and Carolyn S. Chinn, husband and wife (hereinafter "Grantees").

WHEREAS, the Grantors are the fee owners of real estate legally described as follows ("Property"):

**The South one-half of the Southwest Quarter of Section Thirty-five (35), Township Fifty-seven (57), Range Twelve (12), Shelby County, Missouri.**

WHEREAS, the Grantees are the fee owners of real estate legally described as follows ("Facility Site"):

**The West One-half of the Northwest Quarter of Section Ten (10), Township Fifty-six (56), Range Twelve (12), Shelby County, Missouri.**

WHEREAS, the Grantees desire to enter into an agreement with the Grantors to haul and apply manure and other animal biosolids generated by the livestock facilities leased and/or owned by the Grantees over the Property.

WHEREAS, the Grantors will receive the benefit of reduced costs and expenses with regard to fertilizer application on account of such manure application and other related benefits.

WHEREAS, the Grantors and the Grantees have had mutual discussions with regard to entering into such an agreement and wish to reduce the agreement to writing.

NOW, THEREFORE, in consideration of the premises and under the mutual covenants, promises, and conditions set forth herein, the Grantors and the Grantees hereby agree as follows:

### Easement to Apply Animal Biosolids

The Grantors hereby grant to the Grantees an easement over the Property for purposes of hauling and applying manure and other animal biosolids generated by the livestock facilities leased or owned by the Grantees and located on the Facility Site.

### Term of Agreement

This Agreement and the easements connected herewith shall become effective on the date first above written and shall remain in effect for a period of 15 years, unless terminated earlier by mutual agreement between the parties.

### Application of Manure and Other Animal Biosolids

The parties hereto agree that the Grantees shall be solely responsible for application of the manure and/or other animal biosolids to the real estate, and the Grantees covenant and agree that:

- a. Any and all application of manure or other animal biosolids shall be done in a good and husbandlike manner, taking into account weather conditions, soil conditions, and time of year, all so as to reduce any odor that might emanate from such manure application.
- b. That the application of such manure and other animal biosolids shall be done in conformance with state rules and local county zoning ordinances and in accordance with all other applicable permits, statutes, rules, and regulations relating to such acts and practices.
- c. At all times during the term of this Agreement, the Grantees agree that, so far as reasonably practicable, it shall honor all requests and directions made by the Grantors with respect to the timing, location, and manner of any manure or other animal biosolids application to the soil, and such application shall in no event be done in any way that would interfere with any other right to use, possession, and quiet enjoyment of the premises currently owned by the Grantors.
- d. The Grantees agree that they are responsible for any claims, causes of action, demands, or damages arising from or on account of their application and agree to fully indemnify and hold harmless the Grantors of and from all such claims.
- e. The parties agree the benefits between them described herein constitute reasonable equivalent consideration.

Successors and Assigns

This Agreement shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the parties hereto. It is understood by the parties that rights of the Grantees under the terms of this Agreement are fully assignable without the consent of the Grantors.

Execution of Documents

All parties agree to execute any and all additional documents that may be necessary to implement the full terms and conditions of this Agreement, including, but not limited to, any additional state or county permit forms that may be required.

Default

In the event of default, either party shall have all rights and remedies that may exist at law or in equity, including a right to seek specific performance and the right to recover damages for a default of this Agreement.

Entire Agreement

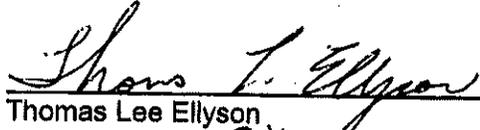
The foregoing constitutes the entire agreement between the parties.

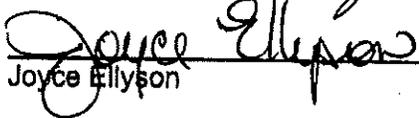
Severability

If one provision of this Agreement is held invalid, that shall not affect the validity of any other provision of this Agreement.

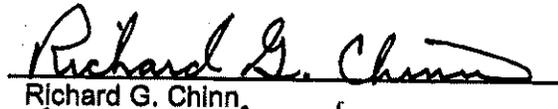
IN WITNESS WHEREOF, this Agreement has been executed on the day and year first above written.

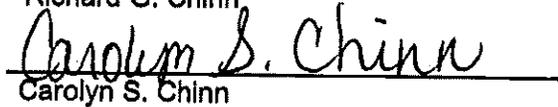
**GRANTORS**

  
\_\_\_\_\_  
Thomas Lee Ellyson

  
\_\_\_\_\_  
Joyce Ellyson

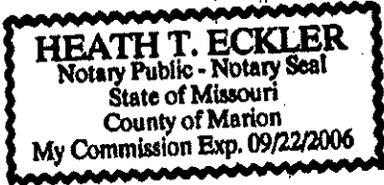
**GRANTEES**

  
\_\_\_\_\_  
Richard G. Chinn

  
\_\_\_\_\_  
Carolyn S. Chinn

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF SHELBY )

On this 27th day of September, 2005, before me appeared Thomas Lee Ellyson and Joyce Ellyson, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

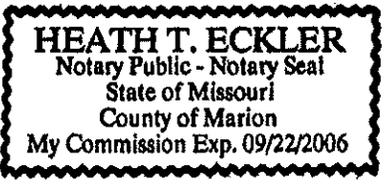


Heath T. Eckler  
Name: Heath T. Eckler  
Notary Public, State of Missouri  
Commissioned in Marion County

My Commission Expires: September 22, 2006

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF SHELBY )

On this 27th day of September, 2005, before me appeared Richard G. Chinn and Carolyn S. Chinn, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



Heath T. Eckler  
Name: Heath T. Eckler  
Notary Public, State of Missouri  
Commissioned in Marion County

My Commission Expires: September 22, 2006

(2)  
See 33rd  
File

RECORDED

Book 194 Page 953

State of Missouri) ss.  
County of Shelby)

I, Recorder of Deeds of said County, do hereby certify that the within instrument of writing was, at 1 o'clock and 35 minutes P m, on the 28 day of September A.D., 20 05, duly filed for record in my office, and is recorded in the records of this office, in book 194 at page 953

In Witness Whereof, I have hereunto set my hand and affixed my official seal at Shelbyville this 28 day of September

A.D., 20 05.  
By Rosalie Shively Recorder  
Donna Langhammer Deputy



**MANURE EASEMENT AGREEMENT**

THIS AGREEMENT is made on September 27, 2005, by and between Richard Kent Chinn, a single person (hereinafter "Grantors") and Richard G. Chinn and Carolyn S. Chinn, husband and wife (hereinafter "Grantees").

WHEREAS, the Grantors are the fee owners of real estate legally described as follows ("Property"):

**The North One-Half of the Southwest Quarter of Section Thirty-five (35), Township Fifty-seven (57), Range Twelve (12) West; and the West thirty-three (33) acres off the West side of the Northwest Quarter of Section Thirty-five (35), Township Fifty-seven (57), Range Twelve (12), Shelby County, Missouri.**

WHEREAS, the Grantees are the fee owners of real estate legally described as follows ("Facility Site"):

**The West One-half of the Northwest Quarter of Section Ten (10), Township Fifty-six (56), Range Twelve (12), Shelby County, Missouri.**

WHEREAS, the Grantees desire to enter into an agreement with the Grantors to haul and apply manure and other animal biosolids generated by the livestock facilities leased and/or owned by the Grantees over the Property.

WHEREAS, the Grantors will receive the benefit of reduced costs and expenses with regard to fertilizer application on account of such manure application and other related benefits.

WHEREAS, the Grantors and the Grantees have had mutual discussions with regard to entering into such an agreement and wish to reduce the agreement to writing.

NOW, THEREFORE, in consideration of the premises and under the mutual covenants, promises, and conditions set forth herein, the Grantors and the Grantees hereby agree as follows:



### Easement to Apply Animal Biosolids

The Grantors hereby grant to the Grantees an easement over the Property for purposes of hauling and applying manure and other animal biosolids generated by the livestock facilities leased or owned by the Grantees and located on the Facility Site.

### Term of Agreement

This Agreement and the easements connected herewith shall become effective on the date first above written and shall remain in effect for a period of 15 years, unless terminated earlier by mutual agreement between the parties.

### Application of Manure and Other Animal Biosolids

The parties hereto agree that the Grantees shall be solely responsible for application of the manure and/or other animal biosolids to the real estate, and the Grantees covenant and agree that:

- a. Any and all application of manure or other animal biosolids shall be done in a good and husbandlike manner, taking into account weather conditions, soil conditions, and time of year, all so as to reduce any odor that might emanate from such manure application.
- b. That the application of such manure and other animal biosolids shall be done in conformance with state rules and local county zoning ordinances and in accordance with all other applicable permits, statutes, rules, and regulations relating to such acts and practices.
- c. At all times during the term of this Agreement, the Grantees agree that, so far as reasonably practicable, it shall honor all requests and directions made by the Grantors with respect to the timing, location, and manner of any manure or other animal biosolids application to the soil, and such application shall in no event be done in any way that would interfere with any other right to use, possession, and quiet enjoyment of the premises currently owned by the Grantors.
- d. The Grantees agree that they are responsible for any claims, causes of action, demands, or damages arising from or on account of their application and agree to fully indemnify and hold harmless the Grantors of and from all such claims.
- e. The parties agree the benefits between them described herein constitute reasonable equivalent consideration.

Successors and Assigns

This Agreement shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the parties hereto. It is understood by the parties that rights of the Grantees under the terms of this Agreement are fully assignable without the consent of the Grantors.

Execution of Documents

All parties agree to execute any and all additional documents that may be necessary to implement the full terms and conditions of this Agreement, including, but not limited to, any additional state or county permit forms that may be required.

Default

In the event of default, either party shall have all rights and remedies that may exist at law or in equity, including a right to seek specific performance and the right to recover damages for a default of this Agreement.

Entire Agreement

The foregoing constitutes the entire agreement between the parties.

Severability

If one provision of this Agreement is held invalid, that shall not affect the validity of any other provision of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed on the day and year first above written.

**GRANTORS**

Richard Kent Chinn  
Richard Kent Chinn

\_\_\_\_\_

**GRANTEES**

Richard G. Chinn  
Richard G. Chinn

Carolyn S. Chinn  
Carolyn S. Chinn

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF SHELBY )

On this 27th day of September, 2005, before me appeared Richard Kent Chinn, a single person, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



PAMELA K. RATLIFF  
Shelby County  
My Commission Expires  
April 28, 2008

Pamela K. Ratliff  
Name: Pamela K. Ratliff

Notary Public, State of Missouri  
Commissioned in Shelby County

My Commission Expires: April 28, 2008

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF SHELBY )

On this 27th day of September, 2005, before me appeared Richard G. Chinn and Carolyn S. Chinn, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



PAMELA K. RATLIFF  
Shelby County  
My Commission Expires  
April 28, 2008

Pamela K. Ratliff  
Name: Pamela K. Ratliff

Notary Public, State of Missouri  
Commissioned in Shelby County

My Commission Expires: April 28, 2008



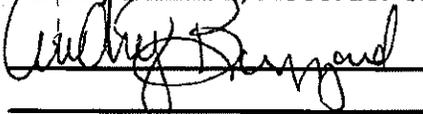
201300192 Book 2013 Page 192

Shelby County, Missouri

Recorded in Book 2013 Page 192

2/19/2013 at 2:16:53 PM

Audrey Buzzard, Recorder of Deeds

  
Recorder  
Deputy

## *Warranty Deed*

THIS DEED, Made and entered into this 19th day of February, 2013, by and between **Richard G. Chinn and Carolyn S. Chinn**, Grantors, parties of the first part, and **Mark A. Sizemore and Jessie L. Sizemore, husband and wife**, Grantees, parties of the second part: (Grantee's mailing address is: 304 N. Shelby St., Clarence, Missouri 63437.)

WITNESSETH, That the said party or parties of the First part, for and in consideration of the sum of ten dollars and other valuable considerations paid by the said party or parties of the Second part, the receipt of which is hereby acknowledged, does or do by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said party or parties of the Second Part, the following described real estate situated in the County of Shelby, in the State of Missouri, to-wit:

A tract of land lying in the Northwest Quarter of Section 10, Township 56 North, Range 12 West, Shelby County, Missouri and being more fully described as follows to-wit: Beginning at a found 5/8" iron pin marking the Northwest corner of said Section 10, thence South 89 degrees, 19 minutes and 09 seconds East along Shelby County Route #414 and the North line of said Section 325.29 feet; thence South 00 degrees, 43 minutes and 58 seconds West leaving said North line and said County Route 23.17 feet to a 5/8" iron pin; thence South 31 degrees 40 minutes and 09 seconds West 233.65 feet to a 5/8" iron pin; thence South 11 degrees, 23 minutes and 39 seconds West 396.90 feet to a 5/8" iron pin, thence South 52 degrees, 29 minutes and 16 seconds West 75.23 feet to a 5/8" iron pin; thence South 88 degrees, 31 minutes and 06 seconds West 79.33 feet to a 5/8" iron pin on the West line of said Section 10; thence North 01 degree, 18 minutes and 12 seconds East along said West line 663.00 feet to the Point of Beginning, containing 3.1 acres, more or less, with the above described being subject to that portion now being used for public road purposes and subject to other easements and rights-of-way of record or not of record, if any. As per survey #2012-003190 of Jason D. Janes, Missouri Professional Land Surveyor #2004017826 during December of 2012..

TO HAVE AND TO HOLD the same together with all the rights, immunities, privileges and appurtenances to the same belonging unto the said party or parties of the Second part, and to their heirs and assigns, forever; the said party or parties of the first part hereby covenanting that said premises are free and clear of any incumbrances and that said party or parties and the heirs, executors, and administrators of such party or parties shall and will warrant and defend the title to the premises, unto the said party or parties of the second part, and to their heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party or parties of the First Part has or have hereunto set their hand or hands the day and year first above written.

Richard G. Chinn  
Richard G. Chinn

Carolyn S. Chinn  
Carolyn S. Chinn

The State of Missouri,        )  
  ) ss.  
County of Shelby        .)

On this 19th day of February 2013, before me personally appeared **Richard G. Chinn and Carolyn S. Chinn, husband and wife**, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, n Shelby County, Missouri the day and year first above written.

Ruth E. Redman  
Ruth E. Redman, Notary Public

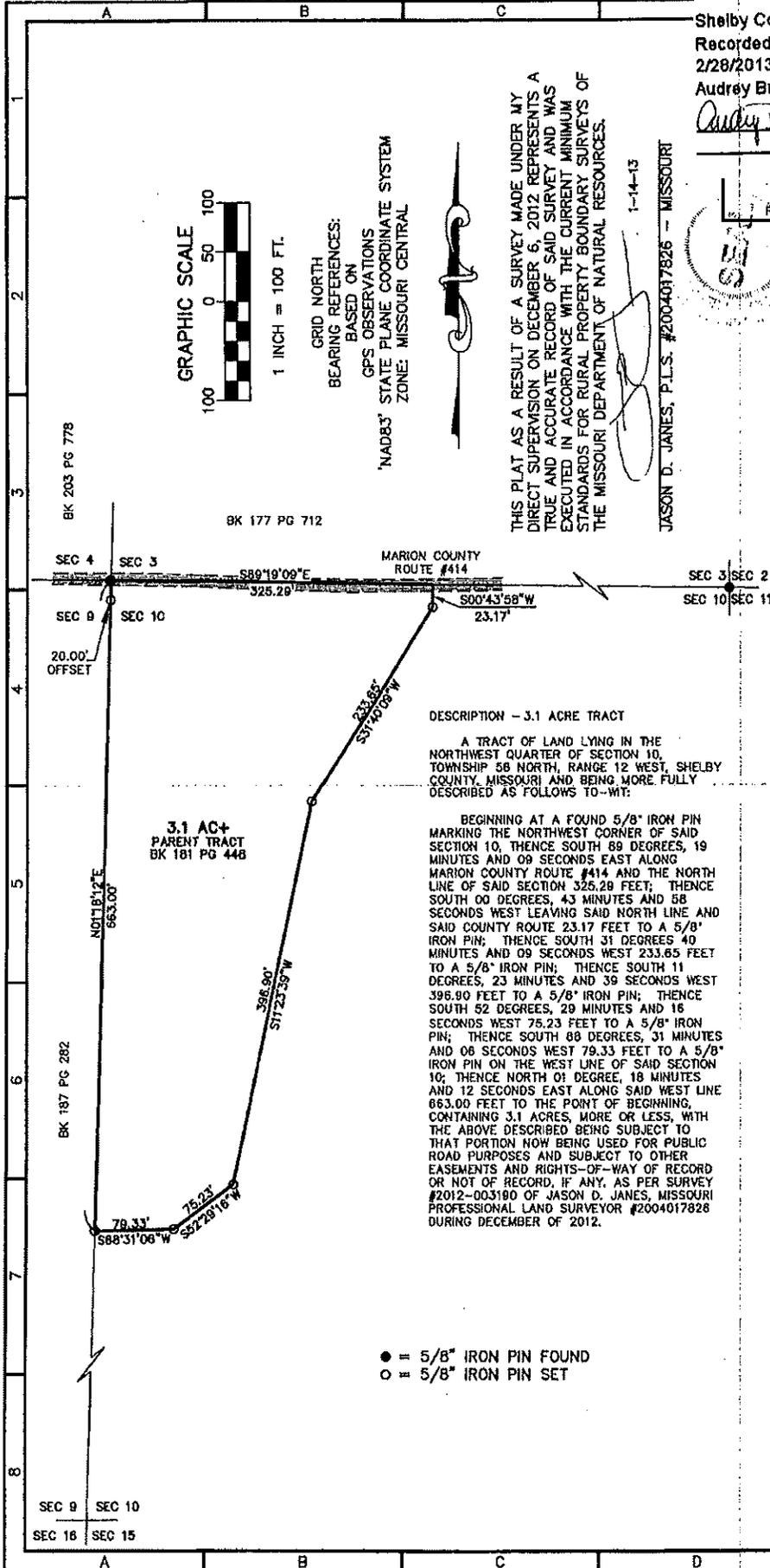
My Commission Expires:



RUTH E. REDMAN  
My Commission Expires  
October 20, 2014  
Marion County  
Commission #10427274

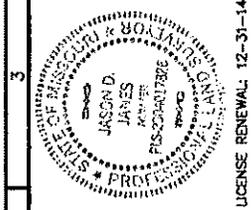
Shelby County, Missouri  
 Recorded in Book 2013 Page 217  
 2/28/2013 at 10:00:26 AM  
 Audrey Buzzard, Recorder of Deeds

*Audrey Buzzard* Recorder  
 Deputy



RECORDER INFORMATION ONLY

JASON D. JANES, SURVEYOR NO# PLS-2004017828	2
JSI PROJECT NO. 2012-003180	
FIELD BOOK NO: 18	
FIELD: LUKE	
DRAWING: RYAN	
CHECKED: JASON	
REVISED: 1/14/13	
REVISED:	



**BOUNDARY SURVEY**  
 A TRACT OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 56 NORTH, RANGE 12 WEST, SHELBY COUNTY, MISSOURI.  
 (AS MADE FOR RICHARD CHINN)

**JANES SURVEYING, INC.**  
 MISSOURI STATE CERTIFICATE OF AUTHORITY #000342  
 RENEWAL: 12-31-13