ALLIANT NATIONAL

COMMITMENT FOR TITLE INSURANCE

Issued by: Alliant 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, Alliant National Title Insurance Company, a Colorado company (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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 120 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.



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- 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 shall not be liable for any other amendment to this Commitment.

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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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.



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- (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 HAS BEEN 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 the purpose of providing closing or settlement services.

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. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <u>http://www.alta.org/arbitration</u>. *This paragraph does not apply to the State of Kansas.*

Countersigned: Chalfant-Tompkins Title Guaranty, Inc. 84 N. Business Route 5 P.O. Box 500 Camdenton, MO 65020

BY:

Authorized Agent or Officer

ALLIANT NATIONAL TITLE INSURANCE COMPANY



Ort President

Secretary



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PRIVACY POLICY

PURPOSE OF NOTICE

Alliant National Title Insurance Company and its agent, , respects the privacy of our customers' personal information, so we want you to know the ways in which we may collect and use non-public personal information, also known as personally identifiable information (NPI/PII). The "transactions" which we refer to below are those transactions which are related to our business of title insurance, including the issuance of title insurance policies and the handling of claims. Our practices and policies are set out in this notice.

Type of Information We May Collect

In the course of our business, the types of personal information that we may collect about you include:

- Information we receive from you or your authorized representative on applications and forms, and in other communications to us
- Information about your transactions with us, our affiliated companies, or others
- Information from consumer or other reporting agencies
- Information that we receive from others involved in your transaction, such as from a real estate agent or lender.

Use and Disclosure Information

We use your information to provide the product or service you or your authorized agent have requested of us. We may disclose information to our affiliated companies and nonaffiliated third parties as necessary to service your transaction, to protect against fraudulent or criminal activities, when required to do so by law, and as otherwise permitted by law. We do not share any personal information we collect from you with nonaffiliated third parties for their own use.

Protection of Your Personal Information

We restrict access to personal information about you to those employees who need to know that information in order to provide products and services to you or for other legitimate business purposes. We maintain physical, electronic and procedural safeguards to protect your personal information from unauthorized access or intrusion.

Changes

This notice may be revised in accordance with applicable privacy laws.

How to Contact us

If you have any questions or concerns regarding this Privacy Policy, please contact our National Operations Center (NOC) at <u>noc@alliantnational.com</u>, or (303) 682-9800 ext. 100.

Chalfant-Tompkins Title Guaranty, Inc.

Alliant National Title Insurance Company ALTA COMMITMENT FOR TITLE INSURANCE

Transaction Identification Data for Reference Only: Issuing Agent: Chalfant-Tompkins Title Guaranty, Inc. Issuing Office: 01 - Camdenton, MO Commitment No.: **0122136414** Property Address: TBD Grace Wood Lane, Gravois Mills, MO 65037 TBD Grace Wood Lane, Gravois Mills, MO 65037

SCHEDULE A

- 1. Commitment Date: 5th day of May, 2022 at 8:00 A.M.
- 2. Policy to be issued:

(a) ☑ 2006 ALTA® Owner's Policy
 Proposed Insured: Discover Land Now LLC, a Missouri Limited Liability Company
 Proposed Policy Amount: \$16,877.10

(b) ☑ 2006 ALTA[®] Loan Policy
Proposed Insured: CASH
Proposed Policy Amount: N/A

- 3. The estate or interest in the land described or referred to in this Commitment is: FEE SIMPLE
- 4. Title to the estate or interest in the land is at the Commitment Date vested in: CARROLL SIMMS ANDERSON II AND MARION ISSERMAN ANDERSON, husband and wife
- 5. The land referred to in this Commitment is described as follows: **SEE ATTACHED EXHIBIT A**

L'M Bv

Authorized Signatory

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ALTA 2016 Commitment Schedules A, B-I, B-II ANTIC #1346

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SCHEDULE B Part I

File No.: 0122136414

All of the following Requirements must be met:

- 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. Properly executed Warranty Deed from CARROLL SIMMS ANDERSON II AND MARION ISSERMAN ANDERSON, husband and wife, vesting title to the proposed insured.
- 6. Obtain and furnish to this company an Operating Agreement for Discover Land Now LLC, a Texas Limited Liability Company, together with all changes and amendments thereto if any, if there are no such changes or amendments to such operating agreement and said Limited Liability Company is still in effect and not since revoked a notarized statement by the current managers/members stating such facts should also be obtained and forwarded to this company for our review and for our title files.
- 7. Obtain and furnish to this Company that Discover Land Now, LLC, is a Limited Liability Company in good standing with the Office of the Secretary of State, State of Texas.

FOR INFORMATIONAL PURPOSES ONLY:

Tax Year: 2021 Total Tax Amount: \$68.27 Status: PAID Next Installment Due: N/A Tax ID: 06 1.0 02.2 000.0 001 001.000 Assessed valuation for N/A. Per County Records, Property Address Is: TBD Grace Wood Lane (Mailing Address may be different.)

Pursuant to Section 381.058 RSMo., Purchase/Lender and Seller have the right to be issued a closing protection letter at the cost of \$25.00. A closing protection letter protects a buyer, lender or seller against losses because of the following acts of the title insurer's named issuing title agency or agent:

(a) Acts of theft of settlement funds or fraud with regard to settlement finds; and

(b) Failure to comply with written closing instructions by the proposed insured when agreed to by the title agency or title agent relating to title insurance coverage.

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DUE TO INTERNET SECURITY ISSUES OUR COMPANY WILL NOT ACCEPT RESPONSIBILITY FOR LOAN DOCUMENTS SENT VIA E-MAIL. LENDER HAS THE SOLE RESPONSIBILITY FOR SECURITY ISSUES.

NOTE: Upon receipt and review of the above-required documents, this Company may make further Schedule B-I requirements (or take further Schedule B exceptions on any subsequent policy to be issued) if deemed necessary.

CLOSING INFORMATION NOTE: If the closing for the subject property is to be conducted or disbursed by Chalfant-Tompkins Title Guaranty, Inc., we require all monies due from the purchase/loan to be in the form of a <u>WIRE</u> <u>TRANSFER ONLY</u>, unless Cashier's Check from a lender within Camden County. This applies to all closings.

In addition, the loan closing package and fees must be received by Chalfant-Tompkins Title Guaranty, Inc. at least 24 hours prior to scheduled closing. FAILURE OF LENDER TO DELIVER LOAN PACKAGE 24 HOURS PRIOR TO SCHEDULED CLOSING WILL RESULT IN ADDITIONAL CLOSING FEES AND RESCHEDULING OF CLOSING DAY AND TIME.

MISSOURI COMMITMENT NOTICE:

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.

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SCHEDULE B, PART II Exceptions

File No.: 0122136414

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, REILTION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 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 encroachment, encumbrance, violation, or adverse circumstance that would be disclosed by an accurate and complete land survey of the Land.
- 5. Any lien, or right to a line, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 6. Rights and Easement granted to Union Electric Light and Power Company as set forth in instrument recorded in Book 63, Page 162, and in Book 110, Page 462, Records of Camden County, Missouri.
- 7. Rights and Easements granted to the County of Camden as set forth in instrument recorded in Book 87, Page 106, Records Aforesaid.
- 8. Rights and Easements for roadway as set forth in instrument recorded in Book 103, Page 289, Records Aforesaid.
- 9. Subject to utility line easements as set forth in Quit Claim Deed recorded in Book 208, Page 233, Records Aforesaid.
- 10. Easement for underground facilities granted to Southwestern Bell Telephone as set forth in instruments recorded in Book 267, Page 31, and in Book 267, Page 32, Records Aforesaid.
- 11. Joint perpetual easement 40 feet in width for the purpose of ingress and egress over existing roadways as set forth in Warranty Deeds recorded in Book 208, Page 233, Book 387, Page 889, Book 471, Page 792, Book 606, Page 109, and in Book 606, Page 618, Records Aforesaid.
- 12. Terms and conditions set forth in the Unified Land-Use Codes of Camden County, Missouri recorded in Book 583, Page 829, Records of Camden County, Missouri, and all amendments thereto, if any.

CHAIN OF TITLE:

None

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ALTA 2016 Commitment Schedules A, B-I, B-II ANTIC #1346







EXHIBIT A Legal Description

A tract of land lying in the East half of Lot 5 of the Northeast quarter of Section 2, Township 39 North, Range 18 West, in Camden County, Missouri, described by metes and bounds as follows: From the Southeast corner of said East half of Lot 5 of the Northeast quarter run South 89 degrees 39 minutes West along the South line of said East half of Lot 5 of the Northeast quarter 75.0 feet for the point of beginning of the tract of land herein and hereby described; thence continue South 89 degrees 39 minutes West 582.65 feet; thence leaving said South line and run North 0 degrees 16 minutes West 673.2 feet; thence North 89 degrees 20 minutes East 661.4 feet to the East line of said East half of Lot 5 of the Northeast quarter; thence run along said East line South 477.05 feet; thence leaving said East line and run South 89 degrees 45 minutes West 75.0 feet; thence South 200.0 feet to the point of beginning.

SAVE AND EXCEPT THEREFROM a joint perpetual easement for the purpose of ingress and egress over the existing roadways; said easement to be joint between Grantors, Grantees and their respective heirs, successors and assigns. Together with a joint easement as a means of ingress and egress over the existing roads that lies between the aforedescribed lands and the public road; said easement to be joint with Grantors herein and any other person that they have previously designated or may hereinafter designate.

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