TITLE REPORT

Office No.: 23H8218

SCHEDULE A

1. Effective Date: 7th day of July, 2023, at 08:00 AM.

2. The last apparent owner of record as to said land is:

   Shawn R. Gordon and Brenda A. Gordon, husband and wife

3. The land referred to in this title report is situated in the County of Hickory, State of Missouri, and described as follows:

   The Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) EXCEPT the West 330 feet thereof, in Section Twenty-nine (29), Township Thirty-seven (37) North, Range Twenty-two (22) West of the Fifth Principal Meridian. Subject to existing public road off the South side thereof and existing pole line easements.

This report, intended solely for the benefit of the person ordering the same, cannot be relied upon as establishing ownership, but is only intended to show the names of the persons presently appearing to claim ownership of record by reflecting the above information. In no way is this report to be construed as a commitment to issue title insurance or as an abstract of title. A title commitment, abstract, or report for the benefit of others, can be purchased, upon written request, for an additional fee. This report is limited to and only reports items that have been recorded from the date the last apparent owner, as listed above, appeared to acquire title to the date of this report as shown above. The liability of the company is limited to the amount paid for this report.

HICKORY COUNTY TITLE COMPANY

Countersigned: Patty Jones
Authorized Officer or Agent

HICKORY COUNTY TITLE COMPANY
P.O. BOX 46
Hermitage, Missouri 65668
Phone (417)745-2331
Fax (417)745-2327

File No. 23H8218

Schedule B - Section I

I. The following items appear of record:

1. Deed of trust executed by Shawn R. Gordon and Brenda A. Gordon, husband and wife to Centre Trustee Corp trustee for Great Southern Bank appearing of record as Mortgage Electronic Registration System, Inc., ("MERS"), solely as a nominee for Lender and Lender's successors and assigns, dated November 4,2 021, filed November 4, 2021 in Document #2021 R-2497 of deed records of Hickory County, Missouri to secure a note in the original amount of $142,025.00.
2. Deed of trust executed by Shawn R. Gordon and Brenda A. Gordon, husband and wife to Katherine Jeter-Boldt trustee for Missouri Housing Development Commission, dated November 4, 2021, filed November 4, 2021 in Document #2021R-2498 of deed records of Hickory County, Missouri to secure a note in the original amount of $5,681.00.
3. The lien of all assessments and taxes for the tax year 2023, and thereafter. (For informational purposes only: Parcel Number 06-9.0-29-000-000-006.000; Taxes paid for last year $421.13; Assessed value for last year $10240.
4. Subject to an easement with GTE Midwest as filed in Book 357 at Page 7 (RL 76 PR 60545) of deed records of Hickory County, Missouri.
5. Subject to an existing public road off the South side of said property described in Document #2019R-0998 of deed records of Hickory County, Missouri.

There are no judgments rendered, executions issued, mechanic's liens filed, or transcript judgments filed within ten (10) years preceding the date of this report, or Federal or State tax liens filed within ten (10) years preceding the date of this report which do not appear to be properly satisfied and which would constitute a lien on the described real estate indexed under the name of the last apparent owner, as listed on Schedule A, except as may be shown above. This report does not cover any names other than the last apparent owner.

This report does not include the following: Financing statements or security agreement not recorded in the real estate records of the County recorders office, sewer use charges or assessment pursuant to Chapter 88, city taxes or special assessments.

Hickory Co, MO Collector's Office – Karen Stokes, Collector

23645 Polk Street, PO Box 92 – Hermitage, MO 65668 – Phone: 417-745-6713

General Information

Account Number	069029000000006000
Owner Name	GORDON, SHAWN & BRENDA
Mailing Address	20191 CO RD 190 WHEATLAND, MO 65779
Year/Bill Type	**2022 Real Estate**
Date Paid	12-09-2022
Status	PAID
City Name	Rural
Property Address	20191 CO RD 190 WHEATLAND MO 65779

Bill Number	22002880
Taxpayer ID	0020154
Tax Market Value	54,716
Tax Assessed Value	10,240
Paid Tax	$421.13
Penalties / Interest / Fees	$0.00
Minus Deposits	$0.00
Total Paid	**$421.13**

Tax Details

Taxing Authority	District Name		Tax Levy	Tax Amount
STATE			0.0300	$3.07
COUNTY			0.2168	$22.20
LIBRARY			0.1349	$13.81
HEALTH			0.1571	$16.09
SCHOOL	WHEATLAND R2		3.3337	$341.37
ROAD	Road		0.2401	$24.59
FIRE			0.0000	$0.00
JUCO			0.0000	$0.00
SUR TAX			0.0000	$0.00
LATE ASMT CHG			0.0000	$0.00
Special Assessment				$0.00
		Totals	4.1126	$421.13

Property Details

Valuations	Appraised	Assessed	Tax Amounts
Agr. Value	2,256	270	11.10
Res. Value	52,460	9,970	410.03
Com. Value	0	0	0.00
F C Value	0	0	0.00

Special			
Totals	54,716	10,240	421.13

Acres: 31.90

Legal Description

SW NW LESS W 330'

Sect	29	Lot	
Twp	37	Blk	
Rng	22	Lot	

THIS BILL IS A PAID TAX RECEIPT

This is a paid tax receipt memorandum from the Hickory County Collector.

Sort Date Entries: Descending Ascending

Display Options: All Entries

06/27/2023

Summons Issued-Circuit

Document ID: 23-SM32-110, for GORDON, SHAWN. Summons issued in PDF form for attorney to retrieve from SecureCase.net for service by appropriate Sheriff Dept. tf

Summons Returned Non-Est

Document ID - 23-SM32-109; Served To - GORDON, SHAWN; Server - ; Served Date - 27-JUN-23; Served Time - 00:00:00; Service Type - Other; Reason Description - Non-est; Service Text - SUMMONS RETURNED NON-EST

Request Filed

Request for Summons.

Filed By: CALE BRAXTON HADDOCK

On Behalf Of: BRENDA GORDON

Notc Change of Address Filed

Notice of Change of Address for respondent. tf

Filed By: CALE BRAXTON HADDOCK

06/23/2023

Summons Issued-Circuit

Document ID: 23-SM32-109, for GORDON, SHAWN. Summons attaced in PDF form for attorney to retrieve from SecureCase.net for service by appropriate Sheriff Dept. tf

Order

Signed and executed Family Law Interim Order Form 68-1. tf

06/22/2023

Filing Info Sheet eFiling

Filed By: CALE BRAXTON HADDOCK

Certificate of Dissolution

Certificate of Dissolution.

Filed By: CALE BRAXTON HADDOCK

On Behalf Of: BRENDA GORDON

Petition Filed - Domestic Rel

Petition for Dissolution of Marriage.

Filed By: CALE BRAXTON HADDOCK

Judge Assigned

Sort Date Entries: Descending Ascending

Display Options: All Entries

06/27/2023

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On Behalf Of: BRENDA GORDON

Notc Change of Address Filed

Notice of Change of Address for respondent. tf

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06/23/2023

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Filed By: CALE BRAXTON HADDOCK

On Behalf Of: BRENDA GORDON

Petition Filed - Domestic Rel

Petition for Dissolution of Marriage.

Filed By: CALE BRAXTON HADDOCK

Judge Assigned

Recorded In Hickory County, Missouri

Recording Date/Time: 11/04/2021 at 02:41:30 PM
Instr #: 2021R-2496

Pages: 2
Fee: $27.00 S 20210002396

RECORDER OF DEEDS SEAL HICKORY COUNTY, MO
Pamela Hutton
Recorder of Deeds

File 21H7224

WARRANTY DEED

THIS INDENTURE, Made November 4, 2021, by and between Michael Antal Tighe and Alexis Hope Tighe, husband and wife, **GRANTOR,** hereinafter referred to as Party of the First Part, whether one or more, and Shawn R. Gordon and Brenda A. Gordon, husband and wife, **GRANTEE,** hereinafter referred to as Party of the Second Part, whether one or more. Mailing address of said first named Grantee is: 20191 CR. 190, Wheatland, MO 65779.

WITNESSETH, That the said Party of the First Part, in consideration of the sum of Ten and NO/100 DOLLARS ($10.00) and other good and valuable consideration to him paid by the said Party of the Second Part, the receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, unto the said Party of the Second Part, his heirs and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Hickory and State of Missouri, to-wit:

> The Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) EXCEPT the West 330 feet thereof, in Section Twenty-nine (29), Township Thirty-seven (37) North, Range Twenty-two (22) West of the Fifth Principal Meridian. Subject to existing public road off the South side thereof and existing pole line 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 Party of the Second Part, and unto his heirs and assigns forever; the said Party of the First Part hereby covenanting that he is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that he has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by him or those under whom he claims and that he will warrant and defend the title to the said premises unto the said Party of the Second Part and unto his heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

Reference herein to the masculine singular shall refer to all parties that the context shall require, whether masculine or feminine, and whether one or more. If Party of the First Part or Party of the Second Part shall be corporations, all references herein to the heirs of such corporate party shall be construed to refer to the successors thereof.

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

Michael Antal Tighe

Alexis Hope Tighe

STATE OF MISSOURI)
(ss.
COUNTY OF HICKORY)

ON November 4, 2021, before me personally appeared Michael Antal Tighe and Alexis Hope Tighe, husband and wife, to me known to be the person(s) 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 at my office in Hermitage, Missouri, the day and year first above written.

Misty D. Greig
Notary Public

My commission expires: July 20, 2025

After recording, mail or return this instrument to:

MISTY D GREIG
Notary Public – Notary Seal
STATE OF MISSOURI
Hickory County
My Commission Expires July 20, 2025
Commission #17008026

HICKORY COUNTY TITLE COMPANY, LLC
P.O. Box 46
Hermitage, Missouri 65668

15

Recorded In Hickory County, Missouri

Recording Date/Time: 11/04/2021 at 02:41:31 PM
Instr #: 2021R-2497

Pages: 15
Fee: $66.00 S 20210002396

RECORDER OF DEEDS SEAL HICKORY COUNTY, MO
Pamela Hutton
Recorder of Deeds

Space above this line for recording data

When recorded, return to:
Great Southern Bank
Residential Lending
P.O. Box 9600
Springfield, MO 65801-9600

LOAN #: 1700044983

DEED OF TRUST COVER PAGE
For Recorder of Deeds Indexing Purposes

This Cover Page **MUST** be attached with your recordable document

1. Document Being Recorded: Deed of Trust
2. Date of Document: **November 4, 2021**
3. Grantor/Borrower Name(s) for Indexing Purposes: **SHAWN R GORDON AND BRENDA A GORDON, HUSBAND AND WIFE**
   826 S Kansas Ave
   Springfield, MO 65802.
4. Grantee/Lender Name and Address for Indexing Purposes: **Great Southern Bank**
   Residential Lending
   P.O. Box 9600
   Springfield, MO 65801-9600
5. Legal Description or Location of Legal Description in the Document:
   SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
   APN #: 06-9.0-29-000-000-006.000
6. Reference Book(s) and Page(s), if required: **N/A**

LOAN #: 1700044983

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN 1002200-1700044840-3

MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **November 4, 2021,** together with all Riders to this document.

(B) "Borrower" is **SHAWN R GORDON AND BRENDA A GORDON, HUSBAND AND WIFE.**

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **Great Southern Bank.**

Lender is **a Missouri Chartered Trust Company,** organized and existing under the laws of **Missouri.** Lender's address is **Residential Lending, P.O. Box 9600, Springfield, MO 65801-9600.**

(D) "Trustee" is **Centre Trustee Corp, 120 S Central Avenue, Suite 1600, St. Louis, MO 63105.**

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this**

Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(F) **"Note"** means the promissory note signed by Borrower and dated **November 4, 2021.**
The Note states that Borrower owes Lender **ONE HUNDRED FORTY TWO THOUSAND TWENTY FIVE AND NO/100*** Dollars (U.S. **$142,025.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **December 1, 2051.**
(G) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."
(H) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(I) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ Other(s) [specify]
☐ 1-4 Family Rider	☐ Biweekly Payment Rider	
☐ V.A. Rider		

(J) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(K) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(L) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(M) **"Escrow Items"** means those items that are described in Section 3.
(N) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(O) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(P) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(Q) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(R) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY
The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower

irrevocably grants, bargains, sells, conveys and confirms to Trustee, in trust, with power of sale, the following described property located in the **County** of **Hickory**

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 06-9.0-29-000-000-006.000

which currently has the address of **20191 County Road 190, Wheatland,**

[Street] [City]

Missouri **65779** ("Property Address"):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

LOAN #: 1700044983

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

11-4-21 (Seal)
SHAWN R GORDON DATE

11-04-21 (Seal)
BRENDA A GORDON DATE

STATE OF Missouri Hickory **County ss:**

On this 4th **day of** November **in the year** 2021**, before me, the undersigned notary public, personally appeared SHAWN R GORDON AND BRENDA A GORDON, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.**

In witness whereof, I hereunto set my hand and official seal.

My Term Expires: 7-20-2025

Notary Public

MISTY D GREIG
Notary Public – Notary Seal
STATE OF MISSOURI
Hickory County
My Commission Expires July 20, 2025
Commission #17008026

Lender: Great Southern Bank
NMLS ID: 423054
Loan Originator: Stephanie R Sweet
NMLS ID: 1126813

EXHIBIT A

The Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) EXCEPT the West 330 feet thereof, in Section Twenty-nine (29), Township Thirty-seven (37) North, Range Twenty-two (22) West of the Fifth Principal Meridian. Subject to existing public road off the South side thereof and existing pole line easements.

Recorded In Hickory County, Missouri

Recording Date/Time: 11/04/2021 at 02:41:32 PM
Instr #: 2021R-2498

Pages: 8
Fee: $45.00 S 20210002396

SEAL

Pamela Hutton
Recorder of Deeds

SECOND DEED OF TRUST

November 4, 2021

GRANTOR:

Shawn R Gordon

Brenda A Gordon

GRANTEE:

Missouri Housing Development Commission
920 Main Street, Suite 1400, Kansas City, Missouri 64105

LEGAL DESCRIPTION:

See Exhibit "A" (page 8)

REFERENCE TO RECORDING INFORMATION:

Document No. __________ **Book No.** ____________ **Page No.** ____________ **Date Filed** ____________

SECOND DEED OF TRUST

(Missouri Housing Development Commission Single Family Loan Programs)

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 12 and 18. Certain rules regarding the usage of words used in this document are also provided in Section 10.

(A) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(B) **"Borrower"** is **Shawn R Gordon** **Brenda A Gordon** . a **a married couple** (marital status i.e. a single person or a married couple) Borrower is the trustor under this Security Instrument.

(C) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(D) **"Lender"** is Missouri Housing Development Commission. Lender is a governmental instrumentality organized and existing under the laws of the State of Missouri. Lender's address is 920 Main Street, Suite 1400, Kansas City, Missouri 64105. Lender is the beneficiary under this Security Instrument.

(E) **"Loan"** means the debt evidenced by the Second Note, plus interest, any prepayment charges and late charges due under the Second Note, and all sums due under this Security Instrument, plus interest.

(F) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(G) **"Second Note"** means the Second Deed of Trust Note signed by Borrower and dated **November 4** , **2021** . The Second Note states that Borrower owes Lender **Five thousand Six hundred eighty-one** Dollars (U.S. $ **5,681.00**) plus interest. Borrower has promised to pay this debt as described in the Second Note.

(H) **"Security Instrument"** means this document, which is dated **November 4, 2021** , together with all Riders to this document.

(I) **"Trustee"** is Katherine Jeter-Boldt.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Second Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Second Note. For this purpose, Borrower irrevocably grants, bargains, sells, conveys and confirms to Trustee, in trust, with power of sale, the property which currently has the address of **20191 County Road 190** (Street), City of **Wheatland**, County of **Hickory**, State of Missouri., **65779-8110** (Zip Code) and which is further described in attached Exhibit "A" which is attached hereto and made a part hereof.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all rights, privileges, easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Second Note. Payments due under the Second Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Second Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Second Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Second Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 9. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Second Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any.

3. **Lien Subordinate to First Security Instrument.** Lender and Borrower acknowledge that this Security Instrument is subject to a recorded Deed of Trust which is a **first** mortgage lien on the Property, dated **November 4, 2021**, executed by Grantor in favor of **Great Southern Bank** as Beneficiary, securing a promissory note in the amount of $ **142,025.00**, (which Deed of Trust and Promissory Note secured thereby are hereinafter collectively called the "First Mortgage

Loan Documents" and together evidence the "First Mortgage Loan"), which First Mortgage Loan Documents and the promises, obligations, covenants and conditions contained therein are by this reference incorporated herein as if set forth verbatim. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the First Mortgage Loan Documents and shall comply with all of the promises, obligations, covenants and conditions contained therein.

4. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence until the Borrower has satisfied the obligations due to the Lender under the Second Note. In the event of foreclosure or deed in lieu of foreclosure of Prior Security Deed or assignment of the first mortgage to the Secretary of Housing and Urban Development, any provisions herein or any provisions in any other collateral agreement restricting the use of the property or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect. Any person (including his successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of a Prior Security Deed shall receive title to the Property free and clear from such restrictions.

5. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition.

6. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

7. Joint and Several Liability; Co-signers. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Second Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Second Note without the co-signer's consent.

8. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

9. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

10. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Second Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Second Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

11. Borrower's Copy. Borrower shall be given one copy of the Second Note and of this Security Instrument.

12. Sale of Second Note; Change of Loan Servicer; Notice of Grievance. The Second Note or a partial interest in the Second Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects periodic payments as may be due under the Second Note and this Security Instrument and performs other mortgage loan servicing obligations under the Second Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Second Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Second Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Second Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Second Note purchaser unless otherwise provided by the Second Note purchaser.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

13. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not

less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender or Trustee shall mail copies of a notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by Applicable Law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property to any later time on the same date by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

14. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

15. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

16. Lease of the Property. Trustee hereby leases the Property to Borrower until this Security Instrument is either satisfied and released or until there is a default under the provisions of this Security Instrument. The Property is leased upon the following terms and conditions: Borrower, and every person claiming an interest in or possessing the Property or any part thereof, shall pay rent during the term of the lease in the amount of one cent per month, payable on demand, and without notice or demand shall and will surrender peaceable possession of the Property to Trustee upon default or to the purchaser of the Property at the foreclosure sale.

17. Homestead Exemption. Borrower hereby waives all homestead exemptions in the Property to which Borrowers would otherwise be entitled under Applicable Law.

18. Notice. Oral agreements or commitments to loan money, extend credit or to

forebear from enforcing repayment of debt including promises to extend or renew such debt are not enforceable. To protect you (Borrower(s)) and us (Creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Shawn R Gordon - Borrower

Brenda A Gordon - Borrower

______________[Space Below This Line for Acknowledgment]______________

ACKNOWLEDGMENT

STATE OF MISSOURI)
)ss.
COUNTY OF Hickory)

On this 4th day of November, Year 2021, before me personally appeared **Shawn R Gordon** **Brenda A Gordon** known to me to be the person(s) who executed the foregoing Agreement and acknowledged to me that executed the same for the purposes therein stated and the said **Shawn R Gordon** **Brenda A Gordon** husband & wife acknowledged (himself) (herself) (themselves) to be (unmarried) (married).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and State aforesaid, the day and year first above written.

My Commission Expires: 7-20-2021

Notary Public

MISTY D GREIG
Notary Public – Notary Seal
STATE OF MISSOURI
Hickory County
My Commission Expires July 20, 2025
Commission #17006026

EXHIBIT A
(Legal Description)

The Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) EXCEPT the West 330 feet thereof, in Section Twenty-Nine (29), Township Thirty-seven (37) North, Range Twenty-two (22) West of the Fifth Principal Meridian. Subject to existing public road off the South side thereof and existing pole line easements.