



Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 1543053

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 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, **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 Policy Amount 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

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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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.

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 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.

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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.
- (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

Arbitration provision intentionally removed.

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Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 1543053

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company

Issuing Office: 3723 Beck Road

St. Joseph, MO 64506

Issuing Office's ALTA® Registry ID:

Commitment No.: 1543053

Property Address: 7712 State Highway C, Rosendale, MO 64483 Issuing Office File No.: 1543053

Revision No.:

Inquiries Should Be Directed To:

Melissa Williams

Phone: (816)279-3095

Email: mrwilliams@firstam.com

SCHEDULE A

1. Commitment Date: March 05, 2020 8:00 AM
2. Policies to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured: To Be Determined
Proposed Policy Amount: \$1,000.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple
4. The Title is, at the Commitment Date, vested in: Burl Franklin Crowder, Jr. and Linda Lou Clapham Crowder, as Trustees under a certain Declaration of Trust known as The Frank and Linda Crowder Revocable Living Trust dated March 25, 2005
5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

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Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 1543053

Commitment No.: 1543053

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. We have been informed that only a portion of the property described on Schedule A herein will be subject to the proposed transaction. We must be furnished a Certificate of Survey or Re-Plat made by a competent and qualified surveyor, which must establish the exact boundaries of the land. The Survey or Re-Plat must establish a satisfactory legal description which precisely describes the property to be insured. We reserve the right to make further requirements as we may deem necessary.
6. Furnish for examination an authentic copy of the Trust Agreement dated March 25, 2005 or Declaration of Trust and any Amendments or Revocation thereto made by Burl Franklin Crowder, Jr. and Linda Lou Clapham Crowder, settlor, naming Burl Franklin Crowder, Jr. and Linda Lou Clapham Crowder, as trustees. We reserve the right to make any additional requirements we may deem necessary. In lieu thereof, the Company will consider a Certification of Trust in compliance with RSMO Section 456.10-1013 but reserves the right to require specific sections of the Trust Agreement if deemed necessary.
7. Obtain and submit to the Company for recording a Trustee's Deed from Burl Franklin Crowder, Jr. and Linda Lou Clapham Crowder, as Trustees under a certain Declaration of Trust known as The Frank and Linda Crowder Revocable Living Trust dated March 25, 2005, to To Be Determined.

NOTE: Said instrument must make reference to the terms and provisions of the Trust Agreement; be made pursuant to the powers conferred by said Agreement; state that the Trust Agreement remains in full force and effect at this time and that the same has not been amended or revoked, and finally, recite the full consideration being received.

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8. The application for title insurance does not give the name of the prospective purchaser. When such name is ascertained, the records must be searched for possible judgments. If the purchaser is to be an entity other than a natural person or persons, certain additional requirements may be necessary.
9. Obtain and submit to the Company a release of deed of trust dated June 26, 2017, and filed for record June 28, 2017 and recorded as document no. 974 in book 423 at page 974 in the office of the recorder of deeds for Andrew County, Missouri, executed by Burl Franklin Crowder, Jr. and Linda Lou Clapham Crowder, as Trustees under a certain Declaration of Trust known as The Frank and Linda Crowder Revocable Living Trust dated March 25, 2005 to Morton, Reed, Counts, Briggs and Robb, LLC, Trustee for HNB National Bank, stating to secure \$175,000.00.
10. Obtain and submit to the Company a release of deed of trust dated March 02, 2015, and filed for record March 04, 2015 and recorded as document no. 670 in book 417 at page 670 in the office of the recorder of deeds for Andrew County, Missouri, executed by Burl Franklin Crowder Jr. and Linda Lou Clapham Crowder, as Trustees under a certain Declaration of Trust known as the Frank and Linda Crowder Revocable Living Trust dated March 25, 2005 to Morton, Reed, Counts, Briggs and Robb, LLC, Trustee for HNB National Bank, stating to secure \$75,000.00.
11. Obtain and submit to the Company a release of deed of trust dated November 20, 2012, and filed for record November 28, 2012 and recorded as in book 411 at page 117 in the office of the recorder of deeds for Andrew County, Missouri, executed by Burl Franklin Crowder Jr. and Linda Lou Clapham Crowder, as Trustees under a certain Declaration of Trust known as the Frank and Linda Crowder Revocable Living Trust dated March 25, 2005 to Morton, Reed, Counts, Brigs and Robb, LLC, Trustee for HNB National Bank , stating to secure \$36,000.00.
12. Obtain and submit to the Company a release of deed of trust dated August 10, 2012, and filed for record August 20, 2012 and recorded as in book 410 at page 175 in the office of the recorder of deeds for Andrew County, Missouri, executed by Burl Franklin Crowder Jr. and Linda Lou Clapham Crowder, each individually, and Trustees of the Frank and Linda Crowder Revocable Living Trust dated March 25, 2005 to C. Gregg Larson, Trustee for Nodaway Valley Bank and/or Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Lender, stating to secure \$84,500.00.

****Note--**this deed of trust is shown for informational purposes and affects the excepted tract from our legal description.

13. In case of Cancellation, there will be a minimum charge of \$300
14. Provide this Company with a properly completed and executed Owner's Affidavit.
15. If there has been construction, improvements or repairs to or on the property in the past 12 months, or a portion or all of the loan proceeds will be used for such, then unrecorded mechanics lien coverage will not be furnished unless arrangements are made prior to closing.

If the property is 1-4 family residential and we are being asked to extend mechanic's lien coverage (through date downs or otherwise) on a construction loan, a Mechanic's Lien Indemnity Agreement secured by a satisfactory Letter of Credit will need to be furnished to the company. If the transaction is not a residential construction loan or a sale of "residential real property" (as defined by Section 429.016 RSMO) to a bona fide purchaser which would entitle the owner to utilize Section 429.016.1 to 429.016.31 RSMO, either the aforesaid secured indemnity or satisfactory financial statements, indemnities, affidavits and possibly lien waivers, will need to be furnished to the company. Failure to

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notify the company in writing before closing will invalidate any mechanic's lien coverage given in the policy.

If the transaction is a sale covered by Section 429.016.1 to 429.016.31, that is, (1) the Land is not-owner occupied - unless it is residential real property of five or more units; and (2) the Land is considered "residential real property" as defined in the statute; and (3) the purchaser is a bona fide purchaser for value, then the following requirements must be met for mechanic's lien coverage:

1. The owner must record a Notice of Intended Sale satisfactory to the Company in all counties which the Land is located not less than 45 days prior to the intended closing date;
2. The actual closing date cannot be earlier than the date set forth in the above Notice;
3. If the date set forth in the above Notice is more than 90 days after the date of the recording of the Notice, proof satisfactory to the Company that the owner had a contract with a subcontractor or supplier as of the date must be furnished;
4. If the Land is 1-4 family, proof satisfactory to the Company that the Land is not owner occupied;
5. Recorded Notices of Rights, if any, are addressed to the satisfaction of the Company;
6. The owner (and spouse, if any) executes the Company's Construction Lien Indemnity Agreement

FOR INFORMATIONAL PURPOSES ONLY:
24 MONTH CHAIN OF TITLE

Burl Franklin Crowder, Jr. and Linda Lou Clapham Crowder, as Trustees under a certain Declaration of Trust known as the "Frank and Linda Crowder Revocable Living Trust" and dated the 25 March, 2005 acquired title from Burl Franklin Crowder, Jr. and Linda Lou Clapham Crowder, husband and wife by virtue of a Quit-Claim Deed recorded March 25, 2005 as Book 386 at Page 164.

NOTE: In the event that all requirements set out in this Schedule B-I have not been met within 30 days of receipt of premium, the Company reserves the right to issue the proposed Policy(ies) with exceptions for the requirements that have not been met, even if those exception(s) do not appear in Schedule B-II of this Commitment. While we reserve the right, we are not obligated to issue the Policy(ies), depending on the nature of the requirement(s) that has/have not been met.

NOTE: State of Missouri, County of Andrew recording information:

Recording Fees are \$24.00 for the first page and \$3.00 each additional page thereafter per Document.

NOTE: This company E-Records all documents in Missouri counties where available. There is an E-Recording Fee of \$2.25 per document, which is in addition to the above county recording fees.

For additional recording fees for documents not listed, please call the recording department.
Phone:(816)279-3095.

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Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 1543053

Commitment No.: 1543053

SCHEDULE B, PART II

Exceptions

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, RELIGION, 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:

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 encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete 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, or material 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, if any, not shown as existing liens by the Public Records.
7. The lien of the general taxes for the year 2020, and thereafter.

NOTE: General, state, county and city taxes for the year 2019 in the amount of \$39.89 are PAID.
Parcel Number 08-5.0-22-0-00-02.01000
(Prior City Number N/A)
Alt. No. 05-00108.01
Cama No. N/A

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8. An easement for granted to the State Highway Commission of Missouri and Earl Ferguson et al in the document recorded as Book 226 at Page 335 of Official Records.
9. An easement for Water Line granted to Public Water Supply District No. 4 of Andrew County, Missouri in the document recorded as Book 343 at Page 429 of Official Records.
10. Rights of the United States of America and the Public in and to lands lying below the high water line of the 102 River and in and to the land lying between the harbor or levy lines, as established by any governmental authority and the low water line of the 102 River.

NOTE: The policy, when issued, will not insure the title described herein as to any land which may comprise the bed of the 102 River.

Subject to any Federal Flood Control Act, Submerged Land Act or other related legislation.

Subject to any inconsistencies of the above boundaries caused by accretions, avulsions, or relictions.

Provided no portion of the herein described property lies within any islands, now or formerly existing in the 102 River.

11. Rights of the riparian owners and the public in and to the free and unobstructed flow of any river, creek, channel, which abuts or flows through the Land without diminution or pollution.
12. Subject to any inconsistencies in the boundaries of the Land and/or any adverse claims to any portion of the Land created by accretions, avulsions, relictions or the meanderings of any river, creek, channel.
13. No title is or will be insured to any Land lying below the present or former high water line of the 102 River.
14. Rights of parties in possession of any part of the premises under unrecorded leases.
15. Rights of the Public, State of Missouri, County of Andrew in and to that part of the premises in question, if any, taken or used for C Highway & County Road 165.

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Exhibit A

ISSUED BY

First American Title Insurance Company

File No: 1543053

File No.: 1543053

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

ALL THAT PART OF THE FOLLOWING DESCRIBED LAND LYING WEST OF STATE ROUTE "C" AS NOW LOCATED:

ALL OF LOT 7 AND 8 OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 60, RANGE 35, EXCEPT THE RIGHT OF WAY OF THE CHICAGO, GREAT WESTERN RAILWAY AS NOW LOCATED, ALSO EXCEPT THAT PART DEEDED TO MARK A. EDWARDS AND WIFE IN BOOK 372 AT PAGE 516, IN THE OFFICE OF THE RECORDER OF DEEDS, ANDREW COUNTY, MISSOURI. ALSO, LOT 3 OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 60, RANGE 35, ANDREW COUNTY, MISSOURI. SUBJECT TO 20 FOOT WIDE INGRESS-EGRESS EASEMENT, 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 15, TOWNSHIP 60 NORTH, RANGE 35 WEST OF THE FIFTH PRINCIPAL MERIDIAN, ANDREW COUNTY, MISSOURI; THENCE SOUTH 89°42'15" WEST (ASSUMED BEARING) 908.95 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 0°17'45" EAST 1145.69 FEET TO THE CENTERLINE OF A GRAVEL DRIVE (DRIVE) AND THE TRUE POINT OF BEGINNING; THENCE FOLLOWING SAID DRIVE, NORTH 84°23'41" WEST 144.90 FEET; THENCE SOUTH 86°48'03" WEST 36.32 FEET; THENCE SOUTH 67°09'07" WEST 33.30 FEET; THENCE SOUTH 57°20'50" WEST 27.17 FEET; THENCE SOUTH 47°21'10" WEST 380.89 FEET; THENCE SOUTH 65°12'53" WEST 27.17 FEET; THENCE SOUTH 82°25'35" WEST 27.70 FEET; THENCE NORTH 80°12'57" WEST 28.98 FEET; THENCE SOUTH 89°11'07" WEST 15.69 FEET; THENCE SOUTH 22°43'56" WEST 127.41 FEET TO THE POINT OF TERMINATION.

ALSO EXCEPT: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 15, TOWNSHIP 60 NORTH, RANGE 35 WEST OF THE FIFTH PRINCIPAL MERIDIAN, ANDREW COUNTY, MISSOURI; THENCE SOUTH 89°41'15" WEST (ASSUMED BEARING) 1308.65 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE LEAVING SAID NORTH LINE SOUTH 0°17'45" EAST 1312.17 FEET; THENCE SOUTH 40°33'08" WEST 335.31 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 13°10'24" WEST 223.97 FEET; THENCE SOUTH 76°48'58" WEST 332.97 FEET TO A POINT ON THE CENTERLINE (C/L) OF THE ONE-HUNDRED TWO RIVER (RIVER); THENCE FOLLOWING SAID C/L RIVER, NORTH 9°30'49" WEST 454.68 FEET; THENCE LEAVING SAID C/L RIVER, SOUTH 62°46'20" EAST 337.48 FEET TO THE POINT AND PLACE OF BEGINNING, ANDREW COUNTY, MISSOURI.

-----LEGAL FROM SURVEY TO GOVERN-----

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