

# COMMITMENT FOR TITLE INSURANCE

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued through the office of: Coffelt Land Title, Inc 1006 W. Foxwood Dr Raymore, MO 64083

Coffelt Land Title Inc.

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY** 

A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

John J. Bastion, Title Manager

Authorized Officer or Agent

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# **CONDITIONS**

- 1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
- 2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
- 3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
- 4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
- 5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at: <a href="http://www.alta.org/">http://www.alta.org/</a>.





File No.: 15005981

### SCHEDULE A

1. Effective Date: November 2, 2015 at 08:00 AM

2. Policy or Policies to be issued:

(a) ALTA Owners Policy (6/17/06)

Coverage Amount: \$0.00

Premium: \$0.00 Title Services Fee: \$0.00

Proposed Insured: TBD

- 3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
- 4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

## Tract I:

A portion of Tract I is in the name of Richard L. Harmon, Trustee of the Richard L. Harmon Trust under Trust Agreement dated April 29, 2009 and a portion of Tract I is in the name of Harmon Land, L.L.C., a Missouri Limited Liability Company

#### Tract II:

Harmon Land , L.L.C., a Missouir Limited Liability Company

5. The land referred to in this Commitment is described as follows:

Tract I:
PART OF A TRACT OF LAND DESCRIBED IN BOOK 2647, AT PAGE 474, AND ALL OF A TRACT OF
LAND DESCRIBED IN BOOK 3475, AT PAGE 85, IN THE OFFICE OF THE RECORDER OF DEEDS IN
CASS COUNTY, MISSOURI, BEING PART OF THE EAST 80 ACRES OF THE SOUTHWEST QUARTER
AND PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 46, RANGE 32, IN CASS
COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF THE
SOUTHWEST QUARTER OF SECTION 26, AFORESAID, RUN THENCE NORTH 89 DEGREES 59
MINUTES 27 SECONDS WEST ALONG THE SOUTH LINE THEREOF, 722.50 FEET; THENCE NORTH 00
DEGREES 33 MINUTES 33 SECONDS EAST, 330.00 FEET; THENCE NORTH 15 DEGREES 13 MINUTES
19 SECONDS WEST, 1127.12 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 33 SECONDS EAST,
353.81 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 16 SECONDS EAST, 1684.12 FEET; THENCE
SOUTH 00 DEGREES 13 MINUTES 02 SECONDS WEST, 1762.80 FEET TO A POINT ON THE SOUTH
LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE NORTH 89 DEGREES 59
MINUTES 59 SECONDS WEST ALONG SAID SOUTH LINE, 665.65 FEET TO THE POINT OF
BEGINNING. SUBJECT TO THE RIGHT-OF-WAY OF EAST 195TH STREET AND ANY EXISTING

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# **SCHEDULE A**

(Continued)

EASEMENTS, AND OR RIGHT-OF-WAYS.

#### Tract II:

PART OF A TRACT OF LAND DESCRIBED IN BOOK 2647, AT PAGE 474, IN THE OFFICE OF THE RECORDER OF DEEDS IN CASS COUNTY, MISSOURI, BEING PART OF THE EAST 80 ACRES OF THE SOUTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 46, RANGE 32, IN CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 26, AFORESAID, RUN THENCE NORTH 89 DEGREES 59 MINUTES 27 SECONDS WEST ALONG THE SOUTH LINE THEREOF, 722.50 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; CONTINUING THENCE NORTH 89 DEGREES 59 MINUTES 27 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26, 590.08 FEET TO THE SOUTHWEST CORNER OF THE EAST 80 ACRES OF SAID QUARTER SECTION; THENCE NORTH 00 DEGREES 33 MINUTES 33 SECONDS EAST ALONG THE WEST LINE OF THE EAST 80 ACRES OF THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTH 89 DEGREES 42 MINUTES 16 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 1962.36 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 02 SECONDS WEST, 885.50 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 16 SECONDS WEST, 353.81 FEET; THENCE SOUTH 15 DEGREES 13 MINUTES 33 SECONDS WEST, 353.81 FEET; THENCE SOUTH 15 DEGREES 13 MINUTES 33 SECONDS WEST, 353.81 FEET; THENCE SOUTH 15 DEGREES 13 MINUTES 19 SECONDS EAST, 1127.12 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 33 MINUTES 33 SECONDS WEST, 350.00 FEET TO THE TRUE POINT OF BEGINNING. SUBJECT TO THE RIGHT-OF-WAY OF EAST 195TH STREET AND ANY EXISTING EASEMENTS, AND OR RIGHT-OF-WAYS.

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# **SCHEDULE B-I**

# Requirements:

The following are the requirements to be complied with:

- 1. Instruments in insurable form which must be executed, delivered, and duly filed for record.
- 2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest or mortgage to be insured.
- 3. The recording of a properly executed warranty deed from Harmon Land, L.L.C., a Missouir Limited Liability Company and Richard L. Harmon, Trustee of the Richard L. Harmon Trust under Trust Agreement dated April 29, 2009 to TBD.
- 4. Provide for our records a Certification of Trust executed by the Trustee(s) of Richard L. Harmon, Trustee of the Richard L. Harmon Trust under Trust Agreement dated April 29, 2009. Upon review of the same, we reserve the right to make further requirements.
- 5. The Trustee's Deed 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.
- 6. In regards to Harmon Land, L.L.C., a Missouri limited liability company, we require (i) evidence of good standing in the state of said limited liability company's formation, (ii) a copy of its Articles of Organization, (iii) a copy of its Operating Agreement, any amendments thereto and any assignments of membership interests, (iv) written consents signed by the necessary number of members and/or managers necessary under the Operating Agreement to authorize the proposed transaction, (v) recording of the proposed Warranty Deed executed by the manager(s) or managing member(s) authorized to sign legal documents under the Operating Agreement.
- 7. Payment and Release of record of the Deed of Trust executed by Harmon Land, LLC to David Coffelt, Trustee for Community Bank of Raymore, dated 05/01/2009 and recorded 05/12/2009 as Document No. 432700 in Book 3232 at Page 374, stating that it secures \$736,000.00 and interest. (a portion of Tract I)
- 8. NOTE: All documents required to be recorded pursuant to this commitment must be recorded at the Cass County Courthouse in Harrisonville.
- 9. NOTE: Any document recorded by Coffelt Land Title, Inc. will be filed electronically and will incur an e-recording services fee of \$4.00 per document. Please ensure that all recording fees forwarded to our recording department include the aforementioned fee.
- 10. NOTE: The Premium charges shown on Schedule A hereof are premiums established by filed rates with the State of Missouri in accordance with RSMo 381.181, in addition there will also be a title services fee charged in conjunction with the issuance of this policy for Owners of \$TBD and for Borrowers of \$n/a.
- 11. CLOSING INFORMATION NOTE: If the closing for the subject property is to be conducted by Coffelt Land Title, Inc., we require all monies due from the purchaser to be in the form of a Cashier's Check, Certified Check or Wire Transfer. If the sale proceeds or any "payoffs" pursuant to the closing require "Good Funds," then monies received by us for such must be by bank or wire transfer. The above applies to all closings unless other specific arrangements are made. Due to wide variances in banking practices and lack of control over the funds "on the wire," we cannot accept financial responsibility for delays in the clearing of funds.
- 12. Inquiries Should Be Directed To:

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# **SCHEDULE B-I**

(Continued)

Coffelt Land Title, Inc. 1006 W Foxwood Drive Raymore, Missouri 64083 Teresa Miller

Phone: (816) 581-2213 Fax: (816) 581-2281

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## SCHEDULE B II

### **EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

### STANDARD EXCEPTIONS

- 2. (a) Rights or claims of parties in possession not shown by the public records.
  - (b) Easements, or claims of easements not shown by the public records.
  - (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey.
  - (d) Any lien, or right to a lien, for services, labor or material heretofore, or hereafter furnished, imposed by law and not shown by the public records.

# **SPECIAL EXCEPTIONS**

- 3. The paragraph titled "Arbitration" in the conditions of this policy is hereby deleted.
- 4. Taxes for 2015 and subsequent years.
- 5. Tract II and portion of Tract I:

Property Address: 13802 E. 195th St.

Tax I.D. No.: 2173500

2015 St./Co./Ci. Real Estate Tax: \$371.07 (Due 11/01/2015 - Delinquent 01/01/2016)

2015 Assessed Value: \$5,520.00

2014 and prior are paid

6. Part of Tract I:

Property Address: 13802 E. 195th St.

Tax I.D. No.: 2173502

2015 St./Co./Ci. Real Estate Tax: \$4,675.37 (Due 11/01/2015 - Delinquent 01/01/2016)

2015 Assessed Value: \$69,550.00

2014 and prior are paid

- 7. Note: For informational purposes only: 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.
- 8. The premises herein described may lie within the boundaries of Public Water Supply District No. 6 as shown by decree recorded April 12, 1972 as Indenture 149, November 17, 1976 as Indenture 223, April 7, 1980 in Book 762 at Page 239 and June 4, 1981 in Book 791 at Page 297 and may be subject to assessment by reason thereof.

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# **SCHEDULE B II**

(Continued)

- 9. TERMS AND CONDITIONS OF RIGHT OF WAY GRANTED TO THE STATE OF MISSOURI OVER A PORTION OF THE PREMISES IN QUESTION AS SHOWN BY INSTRUMENT RECORDED APRIL 13, 1956 IN BOOK 409 AT PAGE 4.
- 10. TERMS AND CONDITIONS OF EASEMENT GRANTED TO MISSOURI PUBLIC SERVICE COMPANY WITH RIGHT OF INGRESS AND EGRESS OVER A PORTION OF THE PREMISES IN QUESTION AS SHOWN BY INSTRUMENT RECORDED IN BOOK 506 AT PAGE 135.
- 11. TERMS AND CONDITIONS OF EASEMENT GRANTED PUBLIC WATER SUPPLY ISTRICT NO. 6 OVER A PORTION OF THE PREMISES IN QUESTION AS SHOWN BY INSTRUMENT RECORDED FEBRUARY 25, 1977 IN BOOK 672 AT PAGE 69.
- 12. TERMS AND CONDITIONS OF EASEMENT GRANTED MISSOURI PUBLIC SERVICE COMPANY OVER A PORTION OF THE PREMISES IN QUESTION AS SHOWN BY INSTRUMENT RECORDED JULY 2, 1980 IN BOOK 766 AT PAGE 104.
- 13. PERMANENT AND TEMPORARY EASEMENT FOR WATER MAIN AND APPURTENANCES GRANTED TO KANSAS CITY, A MISSOURI MUNICIPAL CORPORATION OF THE COUNTIES OF CASS, CLAY, JACKSON AND PLATTE, MISSOURI OVER A PORTION OF TRACT II AS SHOWN BY INSTRUMENT RECORDED OCTOBER 31, 2003 AS DOCUMENT NO. 281084 IN BOOK 2367 AT PAGE 97.
- 14. For Your Information: Warranty Deed executed by Melodi Harmon, a single person and undivided 1/3 interest to Harmon Land L.L.C. filed 10/15/2008 as Document No. 420582 in Book 3168 at Page 703, and no other conveyances have been filed of record since this deed other than those contained within the form of this Commitment. (Tract II and a portion of Tract I)
- 15. For Your Information: Warranty Deed executed by Richard L. Harmon and Jo Ann S. Harmon, husband and wife and Bradley A. Harmon and Cynthia L. Harmon, husband and wife, easch and undivided 1/3 to Harmon Land L.L.C. filed 10/16/2008 as Document No. 420624 in Book 3168 at Page 888, and no other conveyances have been filed of record since this deed other than those contained within the form of this Commitment. (Tract II and a portion of Tract I)
- 16. For Your Information: Warranty Deed executed by Richard L. Harmon, a single person to Richard L. Harmon, Trustee of the Richard L. Harmon Trust under Trust Agreement dated April 29, 2009 filed 07/27/2011 as Document No. 481149 in Book 3475 at Page 85, and no other conveyances have been filed of record since this deed other than those contained within the form of this Commitment. ((portion of Tract I)

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# PRIVACY POLICY NOTICE

# PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of .

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Privacy Policy Notice 15005981