

AUCTION

PROPERTY INFORMATION

A photograph of an auction scene, showing several people holding up numbered paddles. The paddles are white with black numbers. The numbers visible include 33, 79, 38, 32, 78, and a large 8 in the foreground. The background is blurred, showing the silhouettes of people and the auctioneer's podium.

Find Your Freedom[®]

***5560 Hwy KK
Smithville, MO 64089***



**Heritage Brokers
& Auctioneers**

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**Heritage Brokers
& Auctioneers**

WELCOME AUCTION BIDDERS...!

On behalf of United Country | Heritage Brokers & Auctioneers, and the Sellers, we would like to welcome you to the auction event. Our number one goal is to provide as much clarity and information needed for you to make a well-informed purchase.

The real estate auction process should not be complicated. We believe in creating an open and transparent environment for our clients and customers by providing full disclosure, pertinent information and walking through the process to make the auction event an exciting opportunity that it was designed to be. Remember, we are here to provide a service so please let us know if you have any questions about the property being offered or questions about the auction process.

Real Estate Auctions have become increasingly popular over recent years, as property owners and buyers are realizing the advantages to an expedited sales process. Professional real estate auction services allow sellers to present their property to the marketplace and an opportunity for well informed and qualified buyers to present their offers.

Over the past 100 years, United Country has become recognized as the leader in real estate auction marketing. As the largest fully integrated real estate and auction organization in the United States, we consistently deliver industry leading auction marketing, technology, training and results to our clients. For more information about United Country | Heritage Brokers & Auctioneers, feel free to visit our websites: www.BidHeritage.com (for Auctions) and www.BuyHeritage.com (for Traditional Real Estate Sales).

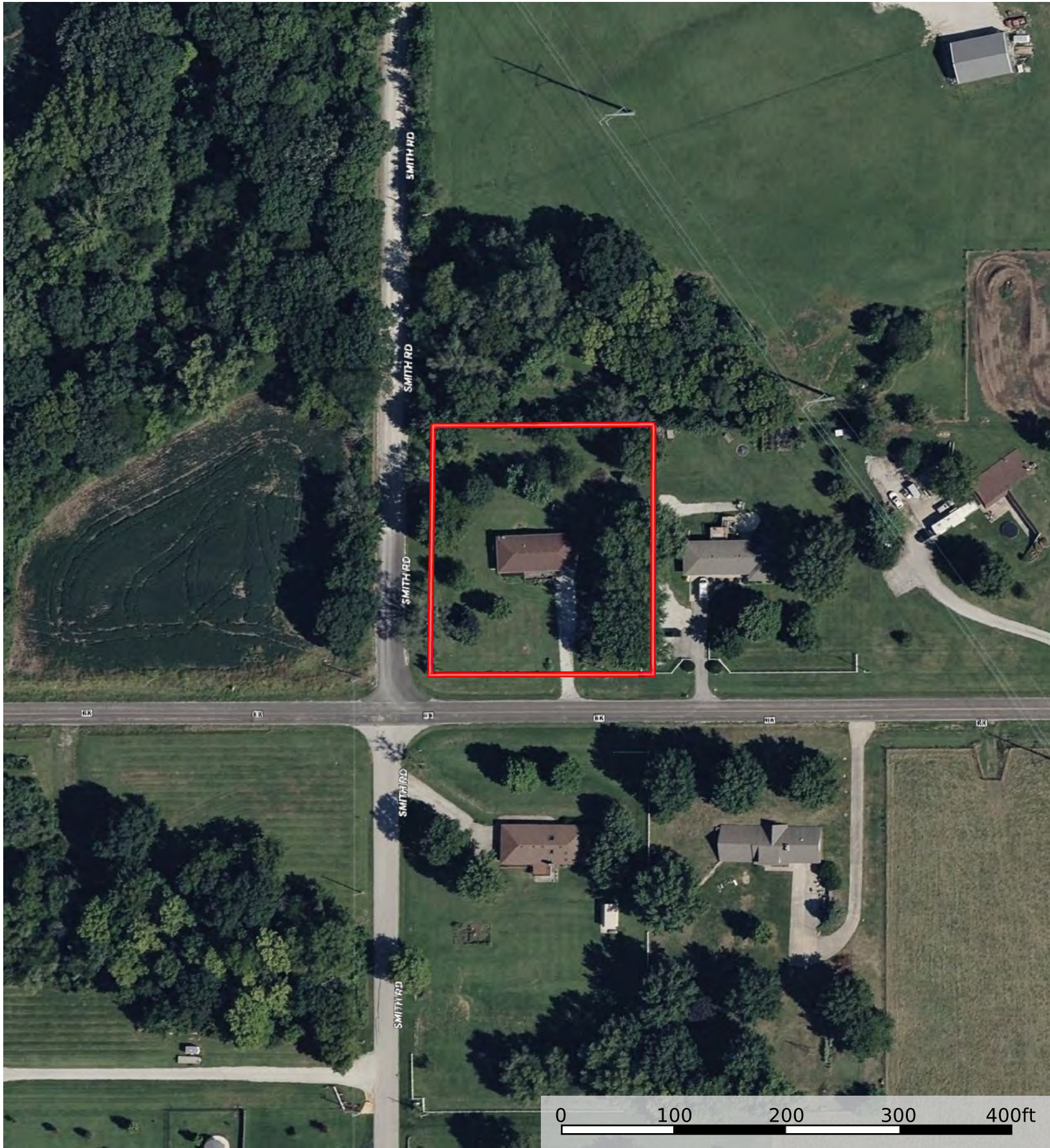
Thanks again for your attendance,

A handwritten signature in black ink, appearing to read "Shawn Terrel", with a stylized flourish at the end.

R. Shawn Terrel, CAI, AARE
Owner / Broker / Auctioneer

UNITED COUNTRY®
in Kansas City since 1925

(877) 318-0438 Office * (816) 420-6219 Fax * 2820 NW Barry Rd., Kansas City, MO 64154
www.BidHeritage.com & www.BuyHeritage.com



 Boundary

MISSOURI BROKER DISCLOSURE FORM



This disclosure is to enable you, a prospective buyer, seller, tenant or landlord of real estate, to make an informed choice BEFORE working with a real estate licensee.

Missouri law allows licensees to work for the interest of one or both of the parties to the transaction. The law also allows the licensee to work in a neutral position. How the licensee works depends on the type of brokerage service agreements involved. Since the sale or lease of real estate can involve several licensees it is important that you understand what options are available to you regarding representation and to understand the relationships among the parties to any transaction in which you are involved.

Missouri laws require that if you want representation, you must enter into a written agreement. This may or may not require you to pay a commission. You do not need to enter into a written agreement with a transaction broker unless you intend to compensate this licensee. These agreements vary and you may also want to consider an exclusive or nonexclusive type of relationship.

If you choose not to be represented by an agent, the licensee working with you may be working for the other party to the transaction.

CHOICES AVAILABLE TO YOU IN MISSOURI

Seller's or Landlord's Limited Agent

Duty to perform the terms of the written agreement made with the seller or landlord, ***to exercise reasonable skill and care for the seller or landlord, and to promote the interests of the seller or landlord*** with the utmost good faith, loyalty and fidelity in the sale, lease, or management of property.

Information given by the buyer/tenant to a licensee acting as a Seller's or Landlord's Limited Agent will be disclosed to the seller/landlord.

Buyer's or Tenant's Limited Agent

Duty to perform the terms of the written agreement made with the buyer or tenant, ***to exercise reasonable skill and care for the buyer or tenant and to promote the interests of the buyer or tenant*** with the utmost good faith, loyalty and fidelity in the purchase or lease of property.

Information given by the seller/landlord to a licensee acting as a Buyer's or Tenant's Limited Agent will be disclosed to the buyer/tenant.

Sub-Agent (Agent of the Agent)

Owes the same obligations and responsibilities as the Seller's or Landlord's Limited Agent, or Buyer's or Tenant's Limited Agent.

Disclosed Dual Agent

With the written consent of all parties, represents both the seller and the buyer or the landlord and the tenant.

A Disclosed Dual Agent may disclose any information to either party that the licensee gains that is material to the transaction.

A dual agent may not disclose information that is considered confidential, such as:

- Buyer/Tenant will pay more than the purchase price or lease rate
- Seller/Landlord will accept less than the asking price or lease rate

- Either party will agree to financing terms other than those offered
- Motivating factors for any person buying, selling or leasing the property
- Terms of any prior offers or counter offers made by any party.

Designated Agent

Acts as your specific agent, whether you are a buyer or tenant, or seller or landlord. When the broker makes this appointment, the other real estate licensees in the company do not represent you.

There are two exceptions with both resulting in dual agency or transaction brokerage:

1. The agent representing you as a buyer or tenant is also the agent who listed the property you may want to buy or lease.
2. The supervising broker of two designated agents becomes involved in the transaction.

Transaction Broker

Does not represent either party, therefore, does not advocate the interest of either party.

A transaction broker is responsible for performing the following:

- Protect the confidences of both parties
- Exercise reasonable skill and care
- Present all written offers in a timely manner
- Keep the parties fully informed
- Account for all money and property received
- Assist the parties in complying with the terms and conditions of the contract
- Disclose to each party of the transaction any adverse material facts known by the licensee
- Suggest that the parties obtain expert advice.

A transaction broker shall not disclose:

- Buyer/Tenant will pay more than the purchase or lease price
- Seller/Landlord will accept less than the asking or lease price
- Motivating factors of the parties
- Seller/Buyer will accept financing terms other than those offered.

A transaction broker has no duty to:

- Conduct an independent inspection of, or discover any defects in, the property for the benefit of either party
- Conduct an independent investigation of the buyer's financial condition.

Other Agency Relationships

Missouri law does not prohibit written agency agreements which provide for duties exceeding that of a limited agent described in this pamphlet.

This brokerage authorizes the following relationships:

- ☒ Seller's Limited Agent
- ☐ Landlord's Limited Agent
- ☒ Buyer's Limited Agent
- ☐ Tenant's Limited Agent
- ☐ Sub-Agent
- ☒ Disclosed Dual Agent
- ☒ Designated Agent
- ☒ Transaction Broker
- ☐ Other Agency Relationship

Broker or Entity Name and Address

Heritage Brokers & Auctioneers
2820 NW Barry Road
Kansas City, MO 64154



Online Auction Bidders Agreement

THIS IS A LEGALLY BINDING DOCUMENT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH HEREIN, PLEASE CONSULT AN ATTORNEY PRIOR TO SIGNING.

I _____ (Buyer) agree to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if I am declared the high bidder (winning bidder) by the auctioneer during the following auction: **5560 Hwy KK, Smithville, MO 64089**

Legal Description: The full legal description shall be provided by the Title Company.

Online Auction Dates:

- o Online Bidding Opens on Monday, August 4th, 2025 at 6:00 pm (CT)
- o Online Bidding Closes on Thursday, September 4th, 2025 at 6:00 pm (CT)

By signing below, I agree that I have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

I fully understand and agree that an Online Auction Bidders Agreement MUST be signed and returned to United Country| Heritage Brokers & Auctioneers, prior to being allowed to bid in the Online Auction. As a bidder, it is solely my responsibility to contact the auction company at (877) 318-0438 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction by completing and signing the (Online Auction Bidders Agreement), which will be sent by email via DocuSign. Upon completing this registration form and receiving approval, bidding privileges will be turned on. If you need assistance with registration, you may contact **Lucinda Terrel at (816) 420-6257 or by email at lucinda@buyheritage.com**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction (i.e. Internet Auction) bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below.
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders and can be conducted during the advertised property preview dates, or by contacting the auction company at (877) 318-0438.
- 5) **Buyer's Premium:** A **Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).

- 6) **Cash Offer/No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. By placing a bid in this auction, bidders are making a "cash offer" to purchase the property. Financing is NOT a contingency in the purchase agreement. Purchase and sale are conducted in U.S. Funds only.
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Seller. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by the Auctioneer, no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, or scanned and emailed. A sample purchase contract is available for Bidder to review prior to bidding in the auction.
- 8) **Down Payment:** A Ten Percent (10%) non-refundable down payment based on the total contract purchase price (which includes the buyer's premium) will be wire transferred or hand delivered in the form of certified funds to the Title Company no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or by **Friday, October 3rd, 2025**. Closing shall take place at **Coffelt Land Title, 1201 NW Briarcliff Pkwy, Kansas City, MO 64116**. The closing agent is **Janelle Vergouven**, email is **JVergouven@coffeltlandtitle.com**, phone number is **816-581-2223**. Out of state buyers will be afforded the opportunity to close via email, mail and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Minerals:** The seller's share of minerals (if any) will transfer with the surface at closing.
- 12) **Survey:** No survey is required to transfer the property as the property is legally described. If the buyer desires any additional survey, it shall be at the buyer sole expense.
- 13) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title at closing.
- 14) **Title Insurance:** Owner's Title Insurance Policy in the full amount of the purchase price will be provided by the Seller. Buyer shall be responsible for a Lender's Title Insurance Policy (if any). Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 15) **Taxes:** Seller shall pay any previous years taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 16) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Heritage Brokers & Auctioneers, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount, if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 17) **Soft Close:** If a bid is received within the last 3 minutes of the auction, the auction close time will automatically extend 3 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 18) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no

warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

- 19) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers should meet the auction terms and conditions, and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required down payment. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offers at their sole and absolute discretion. All pre-auction offers should allow a minimum of 24 hours for seller's acceptance.

Signature and Information to Follow



**SELLER'S DISCLOSURE AND
CONDITION OF PROPERTY ADDENDUM
(Residential)**

SELLER (Indicate Marital Status):

Miller Trust

PROPERTY:

5560 KK Hiway, Smithville, MO 64089

1. NOTICE TO SELLER.

Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets if space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any material defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in civil liability for damages. Non-occupant SELLERS are not relieved of this obligation. This disclosure statement is designed to assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this information. If residential dwelling on Property was built prior to 1978, SELLER is required to complete the federally mandated Lead Based Paint Disclosure Addendum.

2. NOTICE TO BUYER.

This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not a substitute for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any kind by SELLER or a warranty or representation by the Broker(s) or their licensees.

3. OCCUPANCY.

Approximate age of Property? 62 yrs How long have you owned? _____

Does SELLER currently occupy the Property? _____ Yes ☐ No ☒

If "No", how long has it been since SELLER occupied the Property? _____ years/months

☒ SELLER has never occupied the Property. SELLER to answer all questions to the best of SELLER'S knowledge.

4. TYPE OF CONSTRUCTION.

☒ Conventional/Wood Frame ☐ Modular ☐ Manufactured
☐ Mobile ☐ Other _____

5. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH SELLER'S LAND DISCLOSURE ALSO.) ARE YOU AWARE OF:

- a. Any fill or expansive soil on the Property? _____ Yes ☐ No ☒
- b. Any sliding, settling, earth movement, upheaval or earth stability problems on the Property? _____ Yes ☐ No ☒
- c. The Property or any portion thereof being located in a flood zone, wetlands area or **proposed** to be located in such as designated by FEMA which requires flood insurance? _____ Yes ☐ No ☒
- d. Any drainage or flood problems on the Property or adjacent properties? _____ Yes ☐ No ☒
- e. Any flood insurance premiums that you pay? _____ Yes ☐ No ☒
- f. Any need for flood insurance on the Property? _____ Yes ☐ No ☒
- g. Any boundaries of the Property being marked in any way? _____ Yes ☒ No ☐
- h. The Property having had a stake survey? _____ Yes ☒ No ☐
- i. Any encroachments, boundary line disputes, or non-utility easements affecting the Property? _____ Yes ☐ No ☒
- j. Any fencing on the Property? _____ Yes ☒ No ☐
If "Yes", does fencing belong to the Property? _____ N/A ☐ Yes ☐ No ☐
- k. Any diseased, dead, or damaged trees or shrubs on the Property? _____ Yes ☐ No ☒
- l. Any gas/oil wells, lines or storage facilities on Property or adjacent property? _____ Yes ☐ No ☒
- m. Any oil/gas leases, mineral, or water rights tied to the Property? _____ Yes ☐ No ☒

If any of the answers in this section are "Yes", explain in detail or attach other

documentation: North boundary marked by fencing. Survey provides information on stakes.

ljm LKV
SELLER SELLER Initials

Initials
BUYER BUYER

6. ROOF.

- a. Approximate Age: 9 years ☐ Unknown Type: GAF Timberline
- b. Have there been any problems with the roof, flashing or rain gutters? Yes ☐ No ☒
If "Yes", what was the date of the occurrence? _____
- c. Have there been any repairs to the roof, flashing or rain gutters? Yes ☐ No ☒
Date of and company performing such repairs _____ / _____
- d. Has there been any roof replacement? Yes ☒ No ☐
If "Yes", was it: ☒ Complete or ☐ Partial
- e. What is the number of layers currently in place? 1 layers or ☐ Unknown.

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation: Roof replaced in 2016 with GAF Timberline shingles

7. INFESTATION. ARE YOU AWARE OF:

- a. Any termites or other wood destroying insects on the Property? Yes ☐ No ☒
- b. Any other pests including rodents, bats or other nuisance wildlife? Yes ☐ No ☒
- c. Any damage to the Property by wood destroying insects or other pests? Yes ☐ No ☒
- d. Any termite, wood destroying insects or other pest control treatments on the Property in the last five (5) years? Yes ☐ No ☒
If "Yes", list company, when and where treated _____
- e. Any current warranty, bait stations or other treatment coverage by a licensed pest control company on the Property? Yes ☐ No ☒
If "Yes", the annual cost of service renewal is \$ _____ and the time remaining on the the service contract is _____.
- (Check one) ☐ The treatment system stays with the Property or ☐ the treatment system is subject to removal by the treatment company if annual service fee is not paid.

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation: _____

8. STRUCTURAL, BASEMENT/CRAWL SPACE, FIREPLACE AND EXTERIOR ITEMS.
ARE YOU AWARE OF:

- a. Any movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab? Yes ☐ No ☒
- b. Any cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage? Yes ☒ No ☐
- c. Any corrective action taken including, but not limited to piercing or bracing? Yes ☒ No ☐
- d. Any water leakage or dampness in the house, crawl space or basement? Yes ☒ No ☐
- e. Any dry rot, wood rot or similar conditions on the wood of the Property? Yes ☐ No ☒
- f. Any problems with windows or exterior doors? Yes ☐ No ☒
- g. Any problems with driveways, patios, decks, fences or retaining walls on the Property? Yes ☐ No ☒
- h. Any problems with fireplace including, but not limited to firebox, chimney, chimney cap and/or gas line? N/A ☒ Yes ☐ No ☐
Date of any repairs, inspection(s) or cleaning? _____
Date of last use? _____
- i. Does the Property have a sump pump? Yes ☒ No ☐
If "Yes", location: Southwest corner of basement
- j. Any repairs or other attempts to control the cause or effect of any problem described above? Yes ☐ No ☐

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation: Installation of the sump pump corrected all water issues. Dry Basement system installed in 2010. Yearly maintenance by Dry Basement. Warranty is transferable.

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BUYER BUYER

9. ADDITIONS AND/OR REMODELING.

- a. Are you aware of any additions, structural changes, or other material alterations to the Property? Yes ☒ No ☐
If "Yes", explain in detail: Garage space reduced to 1 car. Additional living area & bathroom added
- b. If "Yes", were all necessary permits and approvals obtained, and was all work in compliance with building codes? N/A ☒ Yes ☐ No ☐
If "No", explain in detail: _____

10. PLUMBING RELATED ITEMS.

- a. What is the drinking water source? ☒ Public ☐ Private ☐ Well ☐ Cistern ☐ Other: _____
If well water, state type _____ depth _____ diameter _____ age _____
- b. If the drinking water source is a well, has water been tested for safety? N/A ☒ Yes ☐ No ☐
If "Yes", when was the water last checked for safety? _____ (attach test results)
- c. Is there a water softener on the Property? Yes ☐ No ☒
If "Yes", is it: ☐ Leased ☐ Owned?
- d. Is there a water purifier system? Yes ☐ No ☒
If "Yes", is it: ☐ Leased ☐ Owned?
- e. What type of sewage system serves the Property? ☐ Public Sewer ☐ Private Sewer
☒ Septic System, Number of Tanks 1 ☐ Cesspool ☐ Lagoon ☐ Other _____
- f. Approximate location of septic tank and/or absorption field: North side of house
- g. The location of the sewer line clean out trap is: unknown
- h. Is there a sewage pump on the septic system? unknown N/A ☐ Yes ☐ No ☐
- i. Is there a grinder pump system? unknown Yes ☐ No ☐
- j. If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? unknown By whom? _____
- k. Is there a sprinkler system? Yes ☐ No ☒
Does sprinkler system cover full yard and landscaped areas? N/A ☐ Yes ☐ No ☐
If "No", explain in detail: _____
- l. Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage related systems? Yes ☐ No ☒
- m. Type of plumbing material currently used in the Property:
☐ Copper ☐ Galvanized ☐ PVC ☐ PEX ☐ Other unknown
The location of the main water shut-off is: unknown
- n. Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? unknown N/A ☐ Yes ☐ No ☐

If your answer to (l) in this section is "Yes", explain in detail or attach available documentation: _____

[Signature] [Signature]
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11. HEATING AND AIR CONDITIONING.

- a. Does the Property have air conditioning? Yes ☒ No ☐
☒ Central Electric ☐ Central Gas ☐ Heat Pump ☐ Window Unit(s)
Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
1. 1yr ✓ Outside 6/25
2. _____
- b. Does the Property have heating systems? Yes ☒ No ☐
☒ Electric ☐ Fuel Oil ☐ Natural Gas ☐ Heat Pump ☐ Propane
☐ Fuel Tank ☐ Other _____
Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
1. 1yr ✓ basement 6/25
2. _____
- c. Are there rooms without heat or air conditioning? Yes ☐ No ☒
If "Yes", which room(s)? _____
- d. Does the Property have a water heater? Yes ☒ No ☐
☒ Electric ☐ Gas ☐ Solar ☐ Tankless
Unit Age of Unit Leased Owned Location Capacity Last Date Serviced/By Whom?
1. unknown
2. _____
- e. Are you aware of any problems regarding these items? Yes ☐ No ☒
If "Yes", explain in detail: _____

12. ELECTRICAL SYSTEM.

- a. Type of material used: ☐ Copper ☐ Aluminum ☒ Unknown
b. Type of electrical panel(s): ☒ Breaker ☐ Fuse
Location of electrical panel(s): basement west wall
Size of electrical panel(s) (total amps), if known: unknown
c. Are you aware of any problem with the electrical system? Yes ☐ No ☒
If "Yes", explain in detail: _____

13. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:

- a. Any underground tanks on the Property? Yes ☐ No ☒
b. Any landfill on the Property? Yes ☐ No ☒
c. Any toxic substances on the Property (e.g. tires, batteries, etc.)? Yes ☐ No ☒
d. Any contamination with radioactive or other hazardous material? Yes ☐ No ☒
e. Any testing for any of the above-listed items on the Property? Yes ☐ No ☒
f. Any professional testing for radon on the Property? Yes ☐ No ☒
g. Any professional mitigation system for radon on the Property? Yes ☐ No ☒
h. Any professional testing/mitigation for mold on the Property? Yes ☐ No ☒
i. Any other environmental issues? Yes ☐ No ☒
j. Any controlled substances ever manufactured on the Property? Yes ☐ No ☒
k. Any methamphetamine ever manufactured on the Property? Yes ☐ No ☒
(In Missouri, a separate disclosure is required if methamphetamine or other controlled substances have been produced on the Property, or if any resident of the Property has been convicted of the production of a controlled substance.)

If any of the answers in this section are "Yes", explain in detail or attach test results and other documentation: _____

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BUYER BUYER

210 **14. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:**

- 211 a. The Property located outside of city limits? Yes ☒ No ☐
- 212 b. Any current/pending bonds, assessments, or special taxes that
213 apply to Property? Yes ☐ No ☒
- 214 If "Yes", what is the amount? \$ _____
- 215 c. Any condition or proposed change in your neighborhood or surrounding
216 area or having received any notice of such? Yes ☐ No ☒
- 217 d. Any defect, damage, proposed change or problem with any
218 common elements or common areas? Yes ☐ No ☒
- 219 e. Any condition or claim which may result in any change to assessments or fees? Yes ☐ No ☒
- 220 f. Any streets that are privately owned? Yes ☐ No ☒
- 221 g. The Property being in a historic, conservation or special review district that
222 requires any alterations or improvements to the Property be approved by a
223 board or commission? Yes ☐ No ☒
- 224 h. The Property being subject to tax abatement? Yes ☐ No ☒
- 225 i. The Property being subject to a right of first refusal? Yes ☐ No ☒
- 226 If "Yes", number of days required for notice: _____
- 227 j. The Property being subject to covenants, conditions, and restrictions of a
228 Homeowner's Association or subdivision restrictions? Yes ☐ No ☒
- 229 k. Any violations of such covenants and restrictions? N/A ☒ Yes ☐ No ☐
- 230 l. The Homeowner's Association imposing its own transfer fee and/or
231 initiation fee when the Property is sold? N/A ☒ Yes ☐ No ☐
- 232 If "Yes", what is the amount? \$ _____
- 233 m. The Property being subject to a Homeowners Association fee? Yes ☐ No ☒
- 234 If "Yes", Homeowner's Association dues are paid in full until _____ in the amount of
235 \$ _____ payable ☐ yearly ☐ semi-annually ☐ monthly ☐ quarterly, sent to:
236 _____ and such includes:

237 _____
238 Homeowner's Association/Management Company contact name, phone number, website, or email address:
239 _____
240 _____
241 _____

- 242 n. The Property being subject to a secondary Master Community Homeowners Association fee?... Yes ☐ No ☐

243 **If any of the answers in this section are "Yes" (except m), explain in detail or attach other documentation:**

244 _____
245 _____
246 _____
247 _____

248 **15. PREVIOUS INSPECTION REPORTS.**

- 249 Has Property been inspected in the last twelve (12) months? Yes ☐ No ☒
- 250 If "Yes", a copy of inspection report(s) are available upon request.

251 **16. OTHER MATTERS. ARE YOU AWARE OF:**

- 252 a. Any of the following?
253 ☐ Party walls ☐ Common areas ☐ Easement Driveways Yes ☐ No ☒
- 254 b. Any fire damage to the Property? Yes ☐ No ☒
- 255 c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? Yes ☐ No ☒
- 256 d. Any violations of laws or regulations affecting the Property? Yes ☐ No ☒
- 257 e. Any other conditions that may materially affect the value
258 or desirability of the Property? Yes ☐ No ☒
- 259 f. Any other condition, including but not limited to financial, that may prevent
260 you from completing the sale of the Property? Yes ☐ No ☒
- 261 g. Any animals or pets residing in the Property during your ownership? Yes ☐ No ☒
- 262 h. Any general stains or pet stains to the carpet, the flooring or sub-flooring? Yes ☒ No ☐
- 263 i. Missing keys for any exterior doors, including garage doors to the Property? Yes ☐ No ☒
- 264 List locks without keys _____
- 265 j. Any violations of zoning, setbacks or restrictions, or non-conforming uses? Yes ☐ No ☒
- 266 k. Any unrecorded interests affecting the Property? Yes ☐ No ☒

267 Jim LKR Initials
268 SELLER SELLER

Initials _____
BUYER BUYER

- 269 l. Anything that would interfere with giving clear title to the BUYER? Yes ☐ No ☒
- 270 m. Any existing or threatened legal action pertaining to the Property? Yes ☐ No ☒
- 271 n. Any litigation or settlement pertaining to the Property? Yes ☐ No ☒
- 272 o. Any added insulation since you have owned the Property? unknown Yes ☐ No ☐
- 273 p. Having replaced any appliances that remain with the Property in the
- 274 past five (5) years? Yes ☒ No ☐
- 275 q. Any transferable warranties on the Property or any of its
- 276 components? Yes ☒ No ☐
- 277 r. Having made any insurance or other claims pertaining to the Property
- 278 in the past five (5) years? Yes ☐ No ☒
- 279 If "Yes", were repairs from claim(s) completed? N/A ☒ Yes ☐ No ☐
- 280 s. Any use of synthetic stucco on the Property? Yes ☐ No ☒

281 If any of the answers in this section are "Yes", explain in detail: Refrigerator replaced in

282 the last year. Dry Basement is a transferable warranty

283 Blood stains on living room carpet

284 **17. UTILITIES.** Identify the name and phone number for utilities listed below.

285 Electric Company Name: Platte Clay Electric Phone # _____

286 Gas Company Name: None Phone # _____

287 Water Company Name: PWSD #8 Phone # _____

288 Trash Company Name: None Phone # _____

289 Other: _____ Phone # _____

290 Other: _____ Phone # _____

291 **18. ELECTRONIC SYSTEMS AND COMPONENTS.**

292 Any technology or systems staying with the Property? N/A ☒ Yes ☐ No ☐

293 If "Yes" list: _____

294 Upon Closing SELLER will provide BUYER with codes and passwords, or items will be reset to factory settings.

295 **19. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS).**

296 The Residential Real Estate Sale Contract, including this paragraph of the residential Seller's Disclosure and

297 Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other promotional material, provides for

298 what is included in the sale of the Property. Items listed in the "Additional Inclusions" or "Exclusions" in

299 Subparagraphs 1b and 1c of the Contract supersede the Seller's Disclosure and the pre-printed list in Paragraph 1

300 of the Contract. If there are no "Additional Inclusions" or "Exclusions" listed, the Seller's Disclosure and the pre-

301 printed list govern what is or is not included in this sale. If there are differences between the Seller's Disclosure and

302 the Paragraph 1 list, the Seller's Disclosure governs. Unless modified by the Seller's Disclosure and/or the

303 "Additional Inclusions" and/or the "Exclusions" in Paragraph 1b and/or 1c, all existing improvements on the Property

304 (if any) and appurtenances, fixtures and equipment (which seller agrees to own free and clear), whether buried,

305 nailed, bolted, screwed, glued or otherwise permanently attached to Property are expected to remain with Property,

306 including, but not limited to:

307 Attached shelves, racks, towel bars	Fireplace grates, screens, glass doors
308 Attached lighting	Mounted entertainment brackets
309 Attached floor coverings	Plumbing equipment and fixtures
310 Bathroom vanity mirrors,	Storm windows, doors, screens
311 attached or hung	Window blinds, curtains, coverings
312 Fences (including pet systems)	and window mounting components

313 Jim LRV

314 Initials

315 Initials

316 BUYER BUYER

- 324 **Fill in all blanks using one of the abbreviations listed below.**
 325 "OS" = Operating and Staying with the Property (any item that is performing its intended function).
 326 "EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable
 327 Condition.
 328 "NA" = Not applicable (any item not present).
 329 "NS" = Not staying with the Property (item should be identified as "NS" below.)
 330
 331

332 NA Air Conditioning Window Units, # _____
 333 OS Air Conditioning Central System
 334 NA Attic Fan
 335 OS Ceiling Fan(s), # _____
 336 NA Central Vac and Attachments
 337 NA Closet Systems, Location _____
 338 NA Camera-Surveillance Equipment
 339 EX Doorbell
 340 NA Electric Air Cleaner or Purifier
 341 NA Electric Car Charging Equipment
 342 NA Exhaust Fan(s) – Baths
 343 NA Fences – Invisible & Controls
 344 Fireplace(s), # NA
 345 Location #1 _____ Location #2 _____
 346 _____ Chimney _____ Chimney
 347 _____ Gas Logs _____ Gas Logs
 348 _____ Gas Starter _____ Gas Starter
 349 _____ Heat Re-circulator _____ Heat Re-circulator
 350 _____ Insert _____ Insert
 351 _____ Wood Burning _____ Wood Burning
 352 _____ Other _____ Other _____
 353 NA Fountain(s)
 354 OS Furnace/Heat Pump/Other Heating System
 355 NA Garage Door Keyless Entry
 356 OS Garage Door Opener(s), # _____
 357 OS Garage Door Transmitter(s), # _____
 358 NA Generator
 359 NA Humidifier
 360 NA Intercom
 361 NA Jetted Tub
 362 KITCHEN APPLIANCES
 363 Cooking Unit
 364 OS Stove/Range
 365 ✓ Elec. _____ Gas _____ Convection
 366 OS Built-in Oven
 367 ✓ Elec. _____ Gas _____ Convection
 368 OS Cooktop ✓ Elec. _____ Gas _____
 369 NS Microwave Oven
 370 OS Dishwasher
 371 OS Disposal
 372 NS Freezer
 373 Location Basement
 374 OS Refrigerator (#1)
 375 Location Kitchen
 376 NA Refrigerator (#2)
 377 Location _____
 378 NA Trash Compactor

OS Laundry - Washer
OS Laundry - Dryer
 _____ Elec. _____ Gas
MOUNTED Entertainment Equipment
NA TV, Location _____
NA TV, Location _____
NA TV, Location _____
NA TV, Location _____
NA Speakers, Location _____
NA Speakers, Location _____
NA Other/Location _____
NA Other/Location _____
NA Other/Location _____
NA Other/Location _____
NA Outside Cooking Unit
NA Propane Tank
 _____ Owned _____ Leased
NA Security System
 _____ Owned _____ Leased
OS Smoke/Fire Detector(s), # _____
OS Shed(s), # _____
NA Spa/Hot Tub
NA Spa/Sauna
NA Spa Equipment
NA Sprinkler System Auto Timer
NA Sprinkler System Back Flow Valve
NA Sprinkler System (Components & Controls)
NA Statuary/Yard Art
NA Swing set/Playset
OS Sump Pump(s), # 1
NA Swimming Pool (Swimming Pool Rider Attached)
NA Swimming Pool Heater
NA Swimming Pool Equipment
NA TV Antenna/Receiver/Satellite Dish
 _____ Owned _____ Leased
OS Water Heater(s)
NA Water Softener and/or Purifier
 _____ Owned _____ Leased
NA Wood Burning Stove
NA Yard Light
 _____ Elec. _____ Gas
NA Boat Dock, ID# _____
NA Other _____
NA Other _____
NA Other _____
NA Other _____
NA Other _____

LKV Initials
 SELLER SELLER

Initials

Initials

BUYER BUYER

Disclose any material information and describe any significant repairs, improvements or alterations to the Property not fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports, invoices, notices or other documents describing or referring to the matters revealed herein:

The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or guarantee of any kind. SELLER hereby authorizes the Licensee assisting SELLER to provide this information to prospective BUYER of the Property and to real estate brokers and licensees. **SELLER will promptly notify Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing, of such changes. (SELLER and BUYER initial and date any changes and/or attach a list of additional changes. If attached, # of pages).**

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

Linda J. Miller 6/7/25 Lucinda K VanWinkle 6-7-25
SELLER DATE SELLER DATE

BUYER ACKNOWLEDGEMENT AND AGREEMENT

1. I understand and agree the information in this form is limited to information of which SELLER has actual knowledge and SELLER need only make an honest effort at fully revealing the information requested.
2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or licensees concerning the condition or value of the Property.
3. I agree to verify any of the above information, and any other important information provided by SELLER or Broker(s) (including any information obtained through the Multiple Listing Service) by an independent investigation of my own. I have been specifically advised to have Property examined by professional inspectors.
4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in Property.
5. I specifically represent there are no important representations concerning the condition or value of Property made by SELLER or Broker(s) on which I am relying except as may be fully set forth in writing and signed by them.

BUYER DATE BUYER DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of the Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised September 2024. All previous versions of this document may no longer be valid. Copyright January 2025.



LEAD BASED PAINT DISCLOSURE ADDENDUM

Disclosure of Information on Lead-Based Paint and/or
Lead-Based Paint Hazards

1 SELLER: Miller Trust

2
3 PROPERTY: 5560 KK Hiway, Smithville, MO 64089

Lead Warning Statement:

6 Every purchaser of any interest in residential real property on which a residential dwelling was built
7 prior to 1978 is notified that such property may present exposure to lead from lead-based paint that
8 may place young children at risk of developing lead poisoning. Lead poisoning in young children
9 may produce permanent neurological damage, including learning disabilities, reduced intelligence
10 quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk
11 to pregnant women. The seller of any interest in residential real property is required to provide the
12 buyer with any information on lead-based paint hazards from risk assessments or inspections in the
13 seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment
14 or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (Initial applicable lines)

- 17 a. John LKV PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED
18 PAINT HAZARDS: (check one below)
19 ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
20

21 ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

- 22
23 b. John LKV RECORDS AND REPORTS AVAILABLE TO THE SELLER:
24 (check one below)

25 ☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based
26 paint and/or lead-based paint hazards in the housing (list documents below).

27
28 ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based
29 paint hazards in the housing.

Buyer's Acknowledgment (Initial applicable lines)

- 32 c. _____ BUYER HAS RECEIVED COPIES OF ALL INFORMATION LISTED
33 ABOVE

- 34 d. _____ BUYER HAS RECEIVED THE PAMPHLET
35 "Protect Your Family from Lead in Your Home"

- 36 e. _____ BUYER HAS: (Check one below)

- 37 ☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment
38 or inspection for the presence of lead-based paint or lead-based paint hazards; or
39 ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of
40 lead-based paint and/or lead-based paint hazards.

Licensee's Acknowledgment: (Initial)

f. ML Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852 and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, the information they have provided is true and accurate.

**CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,
THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.
IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

<u>Linda G. Miller</u>	<u>6/7/25</u>		
SELLER	DATE	BUYER	DATE
<u>Lucinda K VanWinkle</u>	<u>6/7/25</u>		
SELLER	DATE	BUYER	DATE
<u>Michelle J. [Signature]</u>	<u>6.7.25</u>		
LICENSEE ASSISTING SELLER	DATE	LICENSEE ASSISTING BUYER	DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 07/15. All previous versions of this document may no longer be valid. Copyright January 2025.

Platte County, MO

Summary



Parcel ID	11-4.0-18-000-000-005.000
Property Address	5560 KK HWY
Sec/Twp/Rng	18/53/33
Brief Tax Description	PART OF SE1/4 OF NE1/4 DESC AS BEG AT A POI 2653.8' N & 1082'W OF SE COR (Note: Not to be used on legal documents or any document to be recorded)
Gross Living Area	1260
Assessment Class	Residential
Lot Size	
Route Number	CNU-400-865

Owner

Deed MILLER TRUST	Mail To 5560 HIGHWAY KK SMITHVILLE MO 64089-0000
--------------------------------------	--

Land

Lot Area 0.99 Acres

Residential Dwellings

Residential Dwelling	
Occupancy	Single-Family / Owner Occupied
Style	1 Story Frame
Architectural Style	N/A
Year Built	1963
Roof	Composition Shingle
Exterior Material	Composite Siding
Brick or Stone Veneer	
Gross Living Area	1260 SF
Attic Type	None;
Number of Rooms	0 above; 0 below
Number of Bedrooms	3 above; 0 below
Basement Area Type	Full
Basement Area	1,260
Basement Finished Area	45 - Walk-out (PLF Exposed)
Plumbing	1 Standard Bath - 3 Fi;
Appliances	1 Range Unit; 1 Oven - Single; 1 Dishwasher; 1 Microwave;
Central Air	Yes
Heat	Forced Air
Fireplaces	
Porches	
Decks	Wood Deck (200 SF);
Additions	
Garages	616 SF (22F W x 28F L) - Att Frame (Built 1963);

Yard Extras

Shed

Recorders

Book & Page 1157-599

Previous Transfers

Date	Seller	Buyer	Recording
6/10/2010	MILLER, HAROLD R		
5/26/2010			1157-599
1/2/1920			209-211

Tax Collector Link

[Click here to view Tax Collector data.](#)

Map



No data available for the following modules: Commercial Buildings, Agricultural Buildings.

Platte County, the Platte County Assessor and their employees make every effort to produce and publish the most current and accurate information possible. The maps included in this website do not represent a survey and are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contain information required for government purposes. See the recorded documents for more detailed legal information. For assessment purposes only.

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Us

Developed
by



CLOSING OFFICE

Coffelt Land Title, Inc.
14 S. Broadway, Louisburg, KS 66053
816-581-2223
Closer: Janelle Vergouven
Office email: Louisburg@coffeltlandtitle.com

July 17, 2025

COMMITMENT NO.: 25079815

LEGAL DESCRIPTION: Section 18, Township 53, Range 33

SELLER: Harold R. Miller or Shirley J. Miller, trustees of the Miller Trust Dated December 29, 2009
BUYER: TBD
PROPERTY ADDRESS: 5560 KK HWY, Smithville, MO 64089

Enclosed is your Commitment for Title Insurance and applicable privacy policies, along with a preliminary estimate of charges.

Upon request from the above escrow office, the closing protection letter, wire instructions and estimated statement will be sent.

Standard Residential Schedule of Fees

Seller/Cash Buyer Closing Fee	\$280.00
Standard Buyer Loan Closing Fee/Refinance	\$370.00
Loan Funding Fee	\$50.00
Closing Protection Letter	\$25.00 each buyer/seller (Missouri only)
Wire/Delivery Handling Fees	\$ split 50/50 buyer/seller
E-file Fee (Estimated)	\$10.50
Title Policy Costs	See Schedule A of Title Commitment
All other services	Please contact your closer

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. All parties understand and agree that any escrow funds being held by Escrow Agent will be retained in an interest-bearing account with any interest earned being retained by the Escrow Agent.

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.

If you have any questions regarding the commitment, the closing of your transaction or the related fees, please contact the closing office listed above. We appreciate the opportunity to do business with you and look forward to servicing your closing and title insurance needs.



ALTA COMMITMENT FOR TITLE INSURANCE

Issued by OLD REPUBLIC 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, Old Republic National Title Insurance 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 Amount of Insurance and the name of the Proposed Insured.

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

Coffelt Land Title Inc.

John J. Bastion, Title Manager

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607

(612) 371-1111

www.oldrepublictitle.com

By

President

Attest

Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Commitment Conditions

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements; and
- f. Schedule B, Part II - Exceptions; 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 is not liable for any other amendment to this Commitment.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II - Exceptions does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National 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; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Coffelt Land Title, Inc.
Issuing Office: 14 S. Broadway, Louisburg, KS 66053
Issuing Office's ALTA® Registry ID:
Loan ID No.:
Commitment No.: 25079815
Issuing Office File No.: 25079815
Property Address: 5560 KK HWY, Smithville, MO 64089

**SCHEDULE A
COMMITMENT**

1. Commitment Date: July 9, 2025 at 08:00 AM

2. Policy to be issued:

(a) 2021 ALTA Owners Policy (07/01/21)

Proposed Insured: TBD

Proposed Policy Amount: TBD

Premium: \$0.00

Title Services Fee: \$0.00

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Harold R. Miller or Shirley J. Miller, trustees of the Miller Trust Dated December 29, 2009

5. The Land is described as follows:

Part of the Southeast quarter of the Northeast Quarter of Section 18, Township 53, North, Range 33 West, Platte County, Missouri, described as follows: Beginning at a point on the Northerly Right of Way line of Highway designated Platte County Route KK, said point being 2653.8 feet North and 1082 feet West of the Southeast corner of said Section 18, thence South 89° 10' West along the Northerly line of said Highway a distance of 198 feet to a point in the Easterly Right of Way line of a County Road; thence North along the Easterly Right of Way line of said County Road a distance of 220.0 feet; thence North 89° 10' East 198 feet; thence South 220.0 feet to the point of beginning, except any part thereof in public roads.

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SCHEDULE B I COMMITMENT

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. Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. The recording of a properly executed Trustee's Deed from Harold R. Miller or Shirley J. Miller, trustees of the Miller Trust Dated December 29, 2009 to TBD.
7. 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.
8. Provide for our records a Certification of Trust executed by the Trustee(s) of Miller Trust Dated December 29, 2009. Upon review of the same, we reserve the right to make further requirements.
9. **This company finds no open Mortgages of record executed by the current owner of the Land. If you are aware of any existing loans executed by the current owner encumbering the Land, please notify this company immediately.**
10. **We must be provided evidence satisfactory to the company that no labor or materials has been provided for the improvement of the property in the last 6 months or for examination a satisfactory mechanic lien inspection provided by a third party. Upon receipt of the same, we reserve the right to make further requirements.**

In the alternative, if improvements have been made to the subject property, a Notice of Intended sale must be recorded in the office of the Recorder of Deeds in the county in which the property is located, and contain an intended sale date not less than 45 days from the date of recording of the Notice of Intent pursuant to Mo.Rev.Stat. 429.016. Closing may then only occur after the stated intended sale date, but no more than 90 days after the intended sale date.

For Informational Purposes Only Regarding Taxes

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SCHEDULE B I

(Continued)

Property Address: 5560 KK HWY
Tax I.D. No.: 11-4.0-18-000-000-005.000
2024 St./Co./Ci. Real Estate Tax: \$2,108.05 (Paid)
2024 Assessed Value: \$29,637.00
2024 Mill Levy: .071129
2023 and prior are paid

For Informational Purposes Only Regarding 24 Month Chain of Title

Quit Claim Deed executed by Harold R. Miller and Shirley A. Miller, husband and wife to Harold R. Miller or Shirley J. Miller, trustees of the Miller Trust Dated December 29, 2009 filed 05/26/2010 as Document No. 2010006165 in Book 1157 at Page 599.

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SCHEDULE B II COMMITMENT

EXCEPTIONS FROM COVERAGE

Commitment No.: 25079815

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.


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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

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.
 - (e) General taxes for the year 2025 and thereafter , none now due and payable.
3. The subject property may be located within the boundaries of Smithville Fire Protection District and may be subject to assessments by reason thereof.
4. The subject property may be located within the boundaries of Northland Regional Ambulance District and may be subject to assessments by reason thereof.
5. Tenancy rights, if any, either month to month or by virtue of written leases, of parties now in possession of any part of the premises described herein.

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 OLD REPUBLIC TITLE																										
FACTS		WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?																								
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.																									
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>																									
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.																									
<table border="1"> <thead> <tr> <th>Reasons we can share your personal information</th> <th>Does Old Republic Title share?</th> <th>Can you limit this sharing?</th> </tr> </thead> <tbody> <tr> <td>For our everyday business purposes - such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus</td> <td>Yes</td> <td>No</td> </tr> <tr> <td>For our marketing purposes - to offer our products and services to you</td> <td>No</td> <td>We don't share</td> </tr> <tr> <td>For joint marketing with other financial companies</td> <td>No</td> <td>We don't share</td> </tr> <tr> <td>For our affiliates' everyday business purposes - information about your transactions and experiences</td> <td>Yes</td> <td>No</td> </tr> <tr> <td>For our affiliates' everyday business purposes - information about your creditworthiness</td> <td>No</td> <td>We don't share</td> </tr> <tr> <td>For our affiliates to market to you</td> <td>No</td> <td>We don't share</td> </tr> <tr> <td>For non-affiliates to market to you</td> <td>No</td> <td>We don't share</td> </tr> </tbody> </table>			Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?	For our everyday business purposes - such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No	For our marketing purposes - to offer our products and services to you	No	We don't share	For joint marketing with other financial companies	No	We don't share	For our affiliates' everyday business purposes - information about your transactions and experiences	Yes	No	For our affiliates' everyday business purposes - information about your creditworthiness	No	We don't share	For our affiliates to market to you	No	We don't share	For non-affiliates to market to you	No	We don't share
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Go to www.oldrepublictitle.com (Contact Us)																										

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.
What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company.</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i>

Affiliates Who May be Delivering This Notice				
American First Title and Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.
Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company
Old Republic Title Company of Conroe	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis
Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.	RamQuest Software, Inc.	Republic Abstract and Settlement, LLC
Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC		

COFFELT LAND TITLE, INC.

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 Coffelt Land Title, Inc. .

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.

ATTENTION!!!!!!!

DON'T BECOME A VICTIM OF WIRE FRAUD.

Call Your Closer!

**DO NOT WIRE FUNDS
WITHOUT VOICE VERIFYING
WIRING INSTRUCTIONS WITH
YOUR CLOSER**

Wire Fraud, Email Spoofing and Phishing Schemes are at an all-time high. To protect yourself and/or your clients, please make sure that any wiring instructions you receive are authentic, regardless how legitimate they look. These fraudsters are very talented in generating emails which look very similar to or identical to those you might receive from your closer.

Thank you for choosing Coffelt Land Title, Inc. and for helping us to protect your funds.





CLOSING OFFICE

Coffelt Land Title, Inc.
14 S. Broadway, Louisburg, KS 66053
816-581-2223
Closer: Janelle Vergouven
Office e-mail: Louisburg@coffeltlandtitle.com

**TITLE INSURANCE PREMIUM AND TITLE SERVICE CHARGE
DISCLOSURE STATEMENT (T-1 FORM)**

Based upon the information available to us at this time, we estimate that you will pay as part of your residential real estate transaction the following premiums, charges and/or fees:

1. Title Insurance Premium:	
Owner's Policy Premium	\$0.00
Loan Policy Premium	\$
2. Closing Protection Fee (per policy issued):	\$25.00
3. Title Service Charge(s) (i.e. search and examination, clearing items, etc.):	
Title Service-S	\$0.00
Title Service-B	\$
4. Closing Charge(s):	
Settlement Closing Fee (S)	\$280.00
Settlement Closing Fee (B)	\$370.00

Title insurance premium and a closing protection fee have been calculated according to rates filed with Missouri's insurance director. However, title service charges, closing charges and other fees are not limited by state law.

For further general information regarding title insurance, you may visit the Missouri Insurance website at www.insurance.mo.gov or call the Missouri Department of Insurance, Financial Institutions and Professional Registration at (800)726-7390.

Date

Title Agent - Janelle Vergouven

Seller:

Buyer:

Miller Trust Dated December 29, 2009

TBD

BY: _____

STATE OF MISSOURI
COUNTY OF PLATTE

BIDDER# _____

AUCTION REAL ESTATE SALES CONTRACT

THIS CONTRACT, made this the 4th day of September 2025, by and between Miller Trust, Lucinda VanWinkle, Trustee, and Linda Miller, Trustee whose address is 5560 Highway KK, Smithville, MO 64089 (collectively herein referred to as "Seller") and _____ ("Buyer") whose address is _____.

1. **AGREEMENT TO PURCHASE.** In consideration of the sum as identified in Paragraph 2 below, the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Buyer, by (Warranty Deed), and Buyer agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the real property identified as **5560 Highway KK, Smithville, MO 64089** and further described as follows:

Legal Description: Part of the Southeast quarter of the Northeast Quarter of Section 18, Township 53, North, Range 33 West, Platte County, Missouri, described as follows: Beginning at a point on the Northerly Right of Way line of Highway designated Platte County Route KK, said point being 2653.8 feet North and 1082 feet West of the Southeast corner of said Section 18, thence South 89° 10' West along the Northerly line of said Highway a distance of 198 feet to a point in the Easterly Right of Way line of a County Road; thence North along the Easterly Right of Way line of said County Road a distance of 220.0 feet; thence North 89° 10' East 198 feet; thence South 220.0 feet to the point of beginning, except any part thereof in public roads.

2. **High Bid Price** \$ _____

Buyer's Premium (10%)..... \$ _____

Total Purchase Price \$ _____

Non-Refundable Down Payment/Deposit \$ _____

In U.S. Funds, based on 10% of the Total Purchase Price, to be held in a non-interest bearing escrow account by Closing Agent.

Balance of Purchase Price \$ _____

In U.S. Funds, due at Closing, not including Buyer's Closing Costs or financing costs, prepaids or prorations, in immediately available cash or by confirmed wire transfer.

3. **CLOSING.** Closing shall be on or by **Friday, October 3rd, 2025**. Closing shall take place at **Coffelt Land Title, 1201 NW Briarcliff Pkwy, Kansas City, MO 64116**. The closing agent is **Janelle Vergouven**, email is **JVergouven@coffeltlandtitle.com**, phone number is **816-581-2223**. At Closing, Seller shall deliver to Buyer a **Warranty Deed** (the "Deed"), which shall convey fee simple title to the Property to Buyer without any warranties, including, without limitation, habitability or fitness for a particular purpose, and an Assignment and Assumption of Leases which shall assign any leases of the Property to Buyer; and Buyer shall pay, or cause to be paid, Seller the Total Purchase Price and shall execute and deliver to any tenant of the Property an acknowledgement of receipt of its security deposit in form required by applicable law. Seller and Buyer shall also execute and deliver any notices, statements, certificates, affidavits, releases or other documents required by this Contract, the Title Commitment (as hereinafter defined) or applicable law. Possession of the Property shall be delivered at Closing, subject to those matters contained in the Deed, Title Commitment and this Contract. Time is of the essence in this Contract.

4. **TAXES AND OTHER PRORATIONS.** The current year's Property Taxes shall be prorated between Seller and Buyer at Closing based upon the amount of taxes for the prior year. All unpaid taxes for prior years, if any, shall be the responsibility of Seller. Buyer shall assume the payment of taxes for the year of Closing and all subsequent years. Buyer shall pay all taxes for the year of Closing on or before the last day of the year of closing and shall deliver Seller a copy of the tax receipts evidencing payment thereof within ten (10) days after payment. In addition, all rents, operating expenses and utilities shall be prorated between Seller and Buyer as of the Closing Date and Seller shall pay to Buyer any tenant security deposits and Buyer shall pay to Seller any prepaid security deposits paid by Seller for utilities or other items. This Paragraph 4 shall expressly survive the Closing.

5. **CLOSING COSTS.**

- (a) **Seller's Costs.** At Closing, Seller shall pay the fees for preparation of the Deed and the Owner's Title Policy and Title Commitment, (50%) of the closing agents closing fee, and all costs relating to tax certificates and overnight courier fees and messenger charges on behalf of the Seller. Seller shall also pay for any survey cost (if required), but limited to providing a complete legal description.
- (b) **Buyer's Costs.** At Closing, Buyer shall pay for any Lender's Title Policy, the recording costs of the Deed, overnight courier fees and messenger charges on behalf of the Buyer, escrow fees (if any), (50%) of the closing agent's closing fees, and all additional sale or closing fees.

6. **TERMS.** This is a cash sale with Ten Percent (10%) down payment, with the balance due at Closing on or before **Friday, October 3rd 2025**. This sale is not contingent upon financing or due diligence. BUYER ACKNOWLEDGES AND AGREES THAT BUYER'S OBLIGATIONS UNDER THIS CONTRACT ARE NOT CONTINGENT UPON BUYER OBTAINING A LOAN FROM ANY LENDER. ACCORDINGLY, BUYER SHALL BE OBLIGATED TO PERFORM ITS OBLIGATIONS UNDER THIS CONTRACT WHETHER OR NOT BUYER CAN OBTAIN A LOAN TO FINANCE THE PURCHASE OF THE PROPERTY.

7. **DOWN PAYMENT/ DEPOSIT AND CLOSING AGENT.** Buyer and Seller hereby acknowledge and agree that Closing Agent shall hold and deliver the Down Payment/Deposit, in accordance with the terms and conditions of this Contract, and that Closing Agent shall be relieved of all liability and held harmless by both Seller and Buyer in the event Closing Agent makes a disbursement of the Down Payment/Deposit in accordance with the terms and provisions of this Contract. Closing Agent shall be relieved from any responsibility or liability and held harmless by both Seller and Buyer in connection with the discharge of any Closing Agent's duties hereunder provided that Closing Agent exercises ordinary and reasonable care in the discharge of said duties. Both parties understand that the Buyer's Down Payment/Deposit is non-refundable unless the Seller fails to close this transaction.

8. **DISCLAIMER OF WARRANTIES ("AS-IS" CONVEYANCE)**

- (a) Buyer warrants and acknowledges to and agrees with Seller, and United Country - Heritage Brokers & Auctioneers ("Auctioneer") that Buyer is purchasing the Property in an "As-Is, Where Is" condition "WITH ALL FAULTS" and specifically and expressly without any warranties, representations or guarantees, either expressed or implied, of any kind, nature, or type whatsoever, from or on behalf of the Seller and Auctioneer.
- (b) Buyer acknowledges to and agrees with Seller and Auctioneer that with respect to the Property, Seller and Auctioneer have not, do not, and will not make any warranties or representations, expressed or implied, or arising by operation of law, including, but in no way limited to, any warranty as to the value, physical condition, square footage, environmental condition, zoning, good repair, operability, habitability, tenantability, suitability, merchantability, profitability, marketability, past or present compliance with any rules, regulations, covenants or restrictions, development potential or fitness for a particular use or purpose of the property.
- (c) Buyer acknowledges that it is Buyer's responsibility to make such legal, factual and other inquiries and investigations, as Buyer deems necessary with respect to the Property. Buyer acknowledges that Buyer

has executed this Contract based solely on its own independent due diligence investigations and findings, and not in reliance on any information provided by SELLER OR AUCTIONEER or their affiliates, agents, officers, employees or representatives. Buyer acknowledges that Buyer has not relied, and is not relying upon information, document, sales brochures or other literature, maps or sketches, projection, pro forma, statement, representation, guarantee or warranty (whether expressed or implied, oral or written, material or immaterial) that may have been given or made by or on behalf of the Seller or Auctioneer or Broker of Record.

(d) Buyer shall look only to Seller, and not to Auctioneer, as to all matters regarding this Contract and the Property. The Auctioneer shall not be responsible or liable in any way if the Seller fails or refuses to or cannot close this transaction.

(e) Without in any way limiting the generality of the preceding subparagraphs (a) through (d), Buyer specifically acknowledges and agrees that Buyer hereby waives, releases and discharges any claim it has, might have had, or may have against Seller and Auctioneer with respect to the condition of the Property, either patent or latent.

9. **PROPERTY INSPECTION.** It is the Buyer's sole responsibility to perform all inspections (physical, legal, economic, environmental, archeological or otherwise) on the Property and to be satisfied as to its condition prior to making an offer on the Property; review all property information and due diligence materials; independently verify any information Buyer deems important including information available in public records; and inquire of public officials as to the applicability of and compliance with land use and environmental laws building ordinances, zoning, health & safety codes, and any other local, state or federal laws and regulations.

Buyer is responsible for the costs of all inspections, surveys, engineering reports, -environmental studies, including, but not limited to, lead-based paint tests, or for any other work performed at Buyer's request and Buyer shall pay for any damage which occurs to the Property or to any person as a result of such activities. Buyer shall not permit any claims or liens of any kind against the Property for inspections, surveys, engineering reports, or for any other work performed on the Property at Buyer's request. Buyer agrees to indemnify, protect and hold Seller and Auctioneer harmless against any liability, damage, cost or expense incurred, directly or indirectly, by Seller, as result of Buyer's inspection, examination, or survey of the Property, either prior to, on or after the date hereof. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this section, including Seller's reasonable attorney's fees. Buyer agrees to repair any damage caused by such inspections and to restore the Property to its condition prior to the inspection. This Paragraph 9 shall expressly survive the Closing and any termination of this Contract.

Potential Proximity of Registered Offenders to Property: In Missouri, law requires persons who are convicted of certain crimes, including sexually violent crimes, to register with the Sheriff of the county in which they reside. If you, as the Buyer, desire information regarding those registrants, you may find information on the homepage of the Missouri State Highway Patrol, at <https://www.mshp.dps.missouri.gov/CJ38/search.jsp> or Buyer should contact the Sheriff of the county in which the Property is located.

10. **TITLE.** Buyer hereby acknowledges receipt of a title commitment (the "Title Commitment") issued by the Closing Agent as agent for the "Title Insurer". Buyer hereby agrees to accept title to the Property subject to (i) all standard exclusions and printed exceptions set forth in the Title Commitment, including all matters that would be disclosed by a current and accurate survey of the Property; (ii) liens for taxes not yet due and payable; (iii) easements for public utilities affecting the Property; (iv) all other easements or claims to easements, covenants, restrictions and rights-of-way affecting the Property; (v) rights and claims of parties in possession; and (vi) all title exceptions referenced in Schedule B of the Title Commitment (the foregoing title matters are herein referred to as the "Permitted Title Exceptions"). Any applicable zoning ordinances, other land use laws and regulations, together with taxes for the current year and those matters, if any, which are waived by Buyer pursuant to this Paragraph 10, shall also be deemed Permitted Title Exceptions. At or prior to Closing, Seller shall satisfy all requirements on Schedule C which are the responsibility of Seller and

Buyer shall satisfy all requirements on Schedule C which are the responsibility of Buyer. At Closing, Seller shall cause the Title Insurer to issue and deliver to Buyer an owner's policy of title insurance (the "Title Policy"), insuring Buyer's fee simple estate in the Property in the amount of the Total Purchase Price, subject to the Permitted Title Exceptions.

Buyer also acknowledges and agrees that:

- (a) Maps and depictions included in the marketing material for the auction are for illustration purposes only and neither Seller, nor Auctioneer warrants or guarantees any of these materials or other information to be accurate or complete.
- (b) Any fencing situated on the Property is not necessarily an indication of the Property boundary.
- (c) Buyer shall be responsible for its own due diligence regarding the availability and/or accessibility of any utilities or the suitability for building on the Property. In addition, the Buyer shall be responsible for obtaining any and all permits for installation of utilities, wells, septic systems, and/or any costs related to such installation. Permits, tanks, meters, lines, and any other applicable fees shall be at the Buyer's expense.
- (d) Only the fixtures, machinery and equipment currently attached to the Property will be conveyed to the Buyer.
- (e) The Property is selling subject to any restrictive covenants and easements as shown in the Title Commitment and the Survey.

11. **FIXTURES AND PERSONAL PROPERTY.** Only the fixtures currently attached to or located upon the Property at the time of closing will be conveyed to Buyer and no other personal property will be conveyed with the Property.

12. **TITLE DEFECTS.** If the Title Commitment reveals a defect in title which is not one of the Permitted Title Exceptions, or if prior to the Closing a new defect in title is disclosed by an updated endorsement to the Title Commitment, which defect is not one of the Permitted Title Exceptions, prior to Closing Date, Buyer may either waive such defect or give written notice to Seller and Closing Agent no later than five (5) days from the date of discovery of such defect in title, whereupon Seller may, at its option, attempt to cure such defect prior to Closing or decline to cure such defect. If Seller is unable or unwilling to cure, on or before the Closing Date, any defect as to which Buyer has notified Seller as herein provided and if Buyer does not waive such defect on or prior to the Closing Date by written notice to Seller, this Contract shall be terminated without liability to either party and the Down Payment/Deposit shall be returned to the Buyer. Seller shall have the right, at its sole election, to extend the Closing Date by not more than Sixty (60) Days to attempt to cure any such defect in title.

13. **BROKER AGENCY.**

- (a) **Agency Disclosure.** Auctioneer and Broker of Record are an agent for Seller in this transaction and is to be paid a commission by Seller pursuant to a separate written listing agreement between Seller and Auctioneer/ Broker of Record.
- (b) **Franchise Disclosure.** Although one or more of the Brokers is a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

14. **BREACH OF CONTRACT BY SELLER.** If Seller defaults in the performance of any of its obligations pursuant to this Contract, and Closing fails to occur by reason thereof, Buyer, as its sole remedy, may terminate this Contract and receive the Down Payment/Deposit, or waive the default and proceed to Closing. In no event shall Seller or Auctioneer be liable for any damages including special, incidental or consequential damages, or economic loss and/or attorney fees.

15. **BREACH OF CONTRACT BY BUYER.** In the event the purchase and sale contemplated in this Contract is not consummated as a result of Buyer's default, Buyer's Down Payment/Deposit shall be forfeited to Seller, and Seller shall have all rights as allowed by law to file for damages, specific performance or cancellation of this transaction, with Buyer to be responsible for all costs of suit, including attorney's fees and court costs.

In addition, in the event that Seller is unable to collect on any check delivered by Buyer to Seller or Closing Agent, then, at Seller's option, without notice, this Contract may be terminated immediately and any Down Payment/ Deposit held by Seller or Closing Agent shall be paid to Seller, and Seller may pursue any rights and remedies available at law or in equity.

16. **CASUALTY.** Except as herein provided, all risk of loss with respect to damage to the Property shall be borne by Seller until the Closing; thereafter all risk of loss shall be borne by Buyer. In the event that the Property is, in the opinion of Seller, significantly damaged or is destroyed by fire or other casualty or hazard prior to Closing, Seller shall have the option to restore the Property to its pre-casualty condition or to cancel this Contract and Buyer's Down Payment/ Deposit shall be returned as a complete and final settlement to Buyer of all Seller's obligations hereunder. Should Seller desire to restore the Property to its pre-casualty condition, Seller shall notify Buyer and thereafter have 120 days to complete such restoration, with the Closing Date to be postponed accordingly.

17. **NOTICES.** All notices under this Contract shall be deemed delivered when personally delivered or mailed postage prepaid, certified or registered mail, return receipt requested, or when delivered by a courier service to the addresses of the parties set forth in the preamble of this Contract. Either party may change its address for notice purposes by giving written notice thereof to the other party in accordance with the terms hereof. A copy of all notices given hereunder shall be delivered to Auctioneer, Broker of Record, and Closing Agent.

18. **WAIVER.** No failure or delay on the part of Seller in exercising any right of Seller nor any action on the part of Seller or any course of dealing or partial performance shall be deemed a waiver of any right of Seller set forth herein or a modification of any terms set forth herein.

19. **ENTIRE AGREEMENT; AMENDMENT.** This written Contract and any Exhibits, Schedules and Addenda attached hereto and made a part of this Contract signed by Buyer constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written agreements between the parties with respect to the Property. This Contract may not be amended, altered, modified or discharged except by an instrument in writing signed by the Buyer and Seller.

20. **SEVERABILITY.** The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision set forth herein.

21. **ASSIGNMENT.** Buyer may not assign this Contract or Buyer's rights hereunder without the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion.

22. **BINDING EFFECT.** This Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and permitted assigns.

23. **COUNTERPARTS.** The Contract may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.

24. **ACKNOWLEDGEMENT.** The Buyer certifies that if Buyer is a natural person, he or she is of legal age and has full legal capacity and authority to understand, execute and deliver this Contract on behalf of himself or herself. If Buyer is a domestic or foreign entity (as defined by the Missouri State Statutes), Buyer represents to Seller that the party executing this Contract on behalf of such entity has the authority to execute this Contract on behalf of such entity, and that such entity shall be bound by the terms and conditions contained herein.

25. **ARBITRATION OF DISPUTES.** Any dispute or claim in law or equity between Seller and Buyer directly or indirectly arising out of or relating to this Contract or any resulting transaction (including any dispute regarding whether this arbitration clause is enforceable or applicable) shall be decided by a neutral, binding arbitration and not by court action, except as provided by Missouri law for judicial enforcement or review of arbitration decisions. The arbitration shall be heard by one arbitrator and conducted in Kansas City, Missouri by and in accordance with the Commercial Arbitration Rules of American Arbitration Association or its successor. Arbitration fees, including the fees and expenses of the arbitrator, shall be divided equally among the parties involved, unless awarded to the prevailing party by the arbitrator.

26. **ATTACHMENTS.** The Exhibits, Schedules and Addenda, if any, attached hereto are fully incorporated herein by reference for all purposes.

27. **POSSESSION:** Possession of the property will be given upon payment in full of the purchase price and transfer of title at closing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, as of the day and year first written above.

FOR REVIEW