

ALTA Commitment Form
COMMITMENT FOR TITLE INSURANCE
Issued by



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

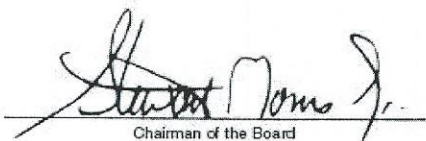
This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

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

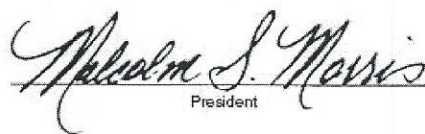
The Company will provide a sample of the Commitment upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

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


Chairman of the Board




President

Countersigned:


Authorized Countersignature

OSAGE COUNTY ABSTRACT COMPANY
Company

LINN, MISSOURI
City, State

CONDITIONS

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



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

OSAGE COUNTY ABSTRACT COMPANY
P.O. BOX 800
LINN, MISSOURI 65051
Telephone 573-897-2105 Fax 573-897-4697

INFORMATIONAL COMMITMENT

SCHEDULE A

Order Number: CT113515

1. Effective Date: 11/30/2015

2. Policy or Policies to be issued:
(a) ALTA Owner's 2006
Proposed Insured: TBD

Amount of Insurance
INFORMATIONAL

3. The estate or interest in the land described or referred to in this Commitment is **FEE SIMPLE**.

4. Title to the fee simple estate or interest in the land is at the effective date vested in: **JACQUELINE S. PORTHOUSE AND J. DAVID PORTHOUSE, TRUSTEES U/T/I DATED APRIL 25, 1994 F/B/O JACQUELINE S. PORTHOUSE**

5. The land referred to in this Commitment is located in the County of **OSAGE**, State of **MISSOURI**, and is described as follows: **SEE APPENDIX A**

SCHEDULE B - PART I

REQUIREMENTS

Requirements: Instruments in insurable form which must be executed, delivered, and duly filed for record:

1. Pay the agreed amounts for the interest in the land or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land or the mortgage to be insured must be signed, delivered and recorded:
 - a. Warranty Deed from **JACQUELINE S. PORTHOUSE AND J. DAVID PORTHOUSE, TRUSTEES U/T/I DATED APRIL 25, 1994 F/B/O JACQUELINE S. PORTHOUSE** to **TBD**
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions relating to the interest or the loan.
5. In the event any party to the transaction contemplates the use of a Power of Attorney, the Company requires submission of the original Power of Attorney no less than three (3) days prior to the closing for approval
6. The Company requires receipt of final loan figures no less than twenty-four (24) hours prior to closing.
7. Pursuant to Senate Bill No. 644, effective August 28, 1996, Real Estate Settlement Funds from both Purchasers and Lenders must be in the form of Cashier's Check, Certified Check, Teller's Check or Wire Transfer. In the event funds are wire transferred, the party transferring said funds shall be responsible for all bank charges incurred therewith and shall transfer enough funds to cover the same.

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.

SCHEDULE B - PART II

EXCEPTIONS

1. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:
 - a. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Standard Exceptions:
 - 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. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an accurate and complete land survey of the Land.
 - 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. Taxes or special assessments which are not shown as existing liens by the public records.

Special Exceptions:

3. Real Estate Taxes for 2015 and subsequent years.
4. **EASEMENT AND RIGHT OF WAY OF OSAGE COUNTY ROAD #701.**
5. **SUBJECT TO AN ACCURATE METES AND BOUNDS DESCRIPTION.**
6. **THE AMOUNT OF ACRES SHOWN IN THE DESCRIPTION IS FOR REFERENCE PURPOSES ONLY, AND IS NOT A GUARANTEE OF THE AMOUNT OF ACREAGE IN THE PROPERTY.**
7. **ROADWAY EVIDENCED BY DEED RECORDED IN BOOK 147 PAGE 551, OSAGE COUNTY, MISSOURI, DEED RECORDS.**
8. **ALL RIGHT, TITLE OR CLAIM OR ANY CHARACTER BY THE UNITED STATES, STATE, LOCAL GOVERNMENT OR BY THE PUBLIC GENERALLY IN AND TO ANY PORTION OF THE LAND LYING WITHIN THE CURRENT OR FORMER BED, OR BELOW THE ORDINARY HIGH WATER MARK OR BETWEEN THE CUT BANKS OF A STREAM NAVIGABLE IN FACT OR IN LAW.**
9. **RIGHT OF RIPARIAN WATER RIGHTS OWNERS TO THE USE AND FLOW OF THE WATER.**
10. **THE CONSEQUENCE OF ANY PAST OR FUTURE CHANGE IN THE LOCATION OF THE BED.**
11. **ANY PAST OR FUTURE CHANGE IN THE GASCONADE RIVER AND SLOUGH WHICH FORMS A BOUNDARY OF THE LAND.**
12. **ANY DISPUTE ARISING OVER THE LOCATION OF THE OLD BED.**
13. **ANY VARIANCE BETWEEN THE BOUNDARY LINE AS ORIGINALLY CONVEYED AND THE CURRENT BOUNDARY THEREOF AS NOW USED OR OCCUPIED.**
14. **RIGHTS OF THE UPPER OR LOWER RIPARIAN OWNERS IN AND TO THE FREE AND UNOBSTRUCTED FLOW OF WATER OF SAID BODY OF WATER.**
15. **DEED OF TRUST EXECUTED BY J DAVID PORTHOUSE AND JACQUELINE S PORTHOUSE, HIS WIFE, TO MARK TWAIN BANK, DATED APRIL 15, 1988 AND RECORDED MAY 3, 1988 IN BOOK 199 PAGE 176, OSAGE COUNTY, MISSOURI, DEED RECORDS.**

APPENDIX "A"

All that part of the east half of the southwest quarter of Section 28 lying south of the Gasconade River (this tract also known and described as Lot 4 of the southwest quarter of Section 28 in Township 43 north, Range 7 west of the 5th p.m.

All of the east one half of the northwest quarter and the west one half of the northwest quarter of the northeast quarter and 7 acres, the northwest part of the southwest quarter of the northeast quarter all in Section 33; and the northwest corner of lot number 1 and part of lot number 3, and the west part of Lot Number 2 in Section 28 and bounded as follows: Beginning at the quarter section corner between Sections 28 and 33, Township 43, Range 7 west, thence east along the section line between Sections 28 and 33, var $4^{\circ}15'$ E, 15 chains to a post; from which a w.o. 9' diam. bears $N 31 \frac{1}{2}^{\circ} E$, 48 $\frac{1}{2}$ links; and w.o. 10' diam. bears $S 47 \frac{1}{2}^{\circ} W$, 11 links; thence north var. $5^{\circ}40'$ E, 15.50 chains, center of slough, 16 13|100 chains north bank of slough; thence east 28 $\frac{1}{2}$ links to a post, from which a h. walnut 10' diam. bears $S 52 \frac{1}{2}^{\circ} E$, 29 $\frac{1}{2}$ links, thence $N 34 \frac{1}{2}^{\circ} E$ (var. $5^{\circ}40'$ E) to the Gasconade River, thence up said river with meanderings of same, to the intersection of the legal subdivisional line running north and south between the east and west halves of Section 28, thence south along said line to point of beginning, all of said lands are in Township 43 north, Range 7 west in Osage County, Missouri.

All of the southeast quarter of the southwest quarter of Section 33, Township 43 north, Range 7 west and the east one half of Lot Three of the northwest quarter of Section 4, Township 42 north, Range 7 west.

Also, the southwest quarter of the southwest quarter of Section 33, Township 43 north, Range 7 west of the 5th p.m., excepting from the above, all roadways and easements heretofore granted.

All of the northwest quarter of the southeast quarter and all that part of the northeast quarter of the southwest quarter that lies east of a certain road used by Clete and Les Pointer. The above described land being located in Section 33, Township 43, Range 7 west.