



Monarch Title Company, Inc.

"Service with Distinction"

111 E. Broadway, Suite 100 • Columbia, MO 65203

573-441-0725 • Fax: (573)441-0705

www.monarchtitle.com

File No.: MT23K016

13140 State Highway M
Wright City, MO 63390-4934

As you requested, we searched the records of Warren County, Missouri pertaining to the following described real estate:

A tract of land being part of the Northeast Quarter of the Southeast Quarter of Section 33, Township 47 North, Range 1 West, Warren County, Missouri and being described as follows: Commencing at an old stone at the Southwest Corner of the Southeast Quarter of the Southeast Quarter; thence along the West line of the East Half of the Southeast Quarter, North 00 degrees 24' West 1764.94 feet to an iron rod; thence leaving the said West line, North 87 degrees 59' East 423.21 feet to an iron rod at the place of beginning of the said tract of land; thence North 09 degrees 23' East 270.06 feet to an iron rod; thence along South line of Missouri State Highway "M", South 69 degrees 57' East 494.39 feet to an old iron rod; thence along the West line of a tract of land described in Book 550 at page 259 of the Warren County Records, South 00 degrees 52' West 256.53 feet to an iron rod; thence leaving the said West line, North 72 degrees 27' West 529.16 feet to the place of beginning.

Our search covered the period of February 16, 1966 to November 20, 2023.

Title: Title is vested in Charles Kolberg and Jill D. Harrell, both single people by Quit Claim Deed recorded February 24, 2006 in Book 1372, Page 958 Records of Warren County, MO.

Conveyances: None of Record since February 24, 2006.

Liens: 1. NOTE: This is NOT a commitment to insure and has been issued as a report as to the status of title only, and as such should not be relied upon for a Real Estate Transaction. This is not a commitment to insure, and no insurance is provided by this commitment; nor is the Company liable for errors or omissions in this foreclosure report. If a Commitment for Title Insurance is desired, the identity of the entities to be insured and policy amounts must be disclosed to this Company, and this Company will then issue a Commitment for Title Insurance disclosing all requirements for issuance of the policy, as well as any additional exceptions which may then be necessary.

2. Furnish for recordation a Satisfaction or Release of the Deed of Trust that secures a debt:

Dated: 11/23/2009

Filed: 12/02/2009

Recording No.: 200907186

Mortgagor: Jill D. Kolberg and Charles Kolberg, wife and husband

Trustee: Missouri Title Associates

Mortgagee: MERS as nominee for Cherry Creek Mortgage Co., Inc.

Amount: \$ 205,000.00

3. Furnish for recordation a Satisfaction or Release of the Deed of Trust that secures a debt:

Dated: 06/23/2023

Filed: 06/30/2023

Recording No.: 202303462

Mortgagor: Charles Kolberg and Jill D. Kolberg fka Jill D Harrell, husband and wife

Trustee: Daniel D. Robb

Mortgagee: Jonesburg State Bank

Amount: \$ 225,000.00

Request for Notice of Sale as recorded 06/30/2023, Recording No. 202303460.

4. Subject to Easement to Union Electric Company, dated October 17, 1985 and filed for record November 1, 1985 in Book 319 at page 98, Warren County Recorder's Office.
5. Subject to Provisions of Warren County Official Master Plan recorded March 24, 1983 in Book 265 at page 365 and amendments thereto recorded September 7, 1983 in Book 271 at page 53 and recorded April 16, 1904 in Book 277 at page 61 1 and Order Adopting a Zoning Order and Zoning Map for Warren County as recorded November 27, 1985 in Book 321 at page 257 and subsequent pages, Warren County Recorder's Office.

Judgments: None of Record.

Tax Liens: None of Record.

Special Assessments: None of Record.

Parcel No.: 04-33.0-0-00-009.000.000

Taxes: (2023) Taxes DUE: \$1,058.33



Christy Lyon

13140 State Highway M, Wright City MO



Legend

- Road
 - <all other values>
 - Interstate
 - Numbered State Highway
 - Lettered State Highway
- + Railroad
- Parcel
 - Parcel Number/Acres
- Corporate Limit Line
- Land Hook
 - DASHED LAND HOOK
 - SOLID LAND HOOK
- County Boundary

Notes

Charles Kolberg and Jill Harrell
Parcel 04-33.0-0-00-009.000.000

211.7 0 105.87 211.7 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Parcel
2.8294
Owner Name KOLBERG CHARLES & HARRELL JILL
Situs Address 13140 STATE HIGHWAY M
Owner Address 13140 STATE HIGHWAY M
Owner Address 2 N/A
City WRIGHT CITY
State MO
Zip 63390-4934
Acres 3
Legal Description SOUTH OF M PT E1/2 SE1/4, SEC 33 TWP 47 NR1W
School District R-2
Ambulance District WARREN CO



Warren Co, MO Collector's Office – Julie Schaumberg, Collector

101 Mockingbird Ln, Suite 200 – Warrenton, MO 63383 – Phone: 636-456-3330

General Information		Bill Number	220011764
Account Number	043300000090000000	Tax Market Value	84,130
Owner Name	KOLBERG CHARLES & HARRELL JILL	Tax Assessed Value	15,934
Mailing Address	13140 STATE HIGHWAY M WRIGHT CITY, MO 63390-4934	Paid Tax	\$980.74
		Penalties / Interest / Fees	\$0.00
		Minus Deposits	\$0.00
Year/Bill Type	2022 Real Estate	Total Paid	\$980.74
Date Paid	12-14-2022		
Status	PAID		
City Name	RURAL		
Property Address	13140 STATE HIGHWAY M WRIGHT CITY, MO 63390-4934 WRIGHT CITY		

Tax Details

Taxing Authority	District Name	Tax Levy	Tax Amount
SCHOOL	R-2	4.4487	\$708.86
AMBULANCE	WARREN CO	0.4931	\$78.57
FIRE	WRIGHT CITY	0.5818	\$92.70
JR.COLL		0.0000	\$0.00
STATE		0.0300	\$4.78
COUNTY		0.0736	\$11.73

ROAD		0.1767	\$28.16
LIBRARY		0.1908	\$30.40
S.B.40		0.1603	\$25.54
SUR TAX		0.0000	\$0.00
LATE ASMT CHG		0.0000	\$0.00
HOSPITAL		0.0000	\$0.00
CITY TAX	NO CITY TAX	0.0000	\$0.00
Special Assessment			\$0.00
	Totals	6.1550	\$980.74

Property Details

Valuations	Appraised	Assessed	Tax Amounts
Agr. Value	740	89	5.48
Res. Value	83,390	15,845	975.26
Com. Value	0	0	0.00
F C Value	0	0	0.00
Special			
Totals	84,130	15,934	980.74

Acres: 3.000

Legal Description

SOUTH OF M PT E1/2 SE1/4, SEC 33 TWP 47 NR1W		
Sect	33	Lot
Twp	47N	Blk
Rng	1W	Lot

THIS IS A PAID TAX RECEIPT

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

Warren Co, MO Collector's Office – Julie Schaumberg, Collector

101 Mockingbird Ln, Suite 200 – Warrenton, MO 63383 – Phone: 636-456-3330

General Information		Bill Number	230011811
Account Number 043300000090000000		Tax Market Value	90,801
Owner Name	KOLBERG CHARLES &	Tax Assessed Value	17,200
	HARRELL JILL	Unpaid Tax	\$1,058.33
Mailing Address	13140 STATE	Penalties / Interest /	\$0.00
	HIGHWAY M	Fees	Minus Deposits
	WRIGHT CITY, MO		
	63390-4934		\$0.00
Year/Bill Type	2023 Real Estate	Balance Due	\$1,058.33
Status	UNPAID		
City Name	RURAL		
Property Address	13140 STATE		
	HIGHWAY M		
	WRIGHT CITY, MO		
	63390-4934		
	WRIGHT CITY		

Tax Details				2023 Taxes in 2024 Late Payment Chart	
Taxing Authority	District Name	Tax Levy	Tax Amount		
SCHOOL	R-2	4.4487	\$765.18	January	1,176.66
AMBULANCE	WARREN CO	0.4901	\$84.30	February	1,199.72
FIRE	WRIGHT CITY	0.5769	\$99.23	March	1,233.97
JR.COLL		0.0000	\$0.00	April	1,257.04
STATE		0.0300	\$5.16	May	1,280.11
COUNTY		0.0806	\$13.86	June	1,303.18
ROAD		0.1761	\$30.29		

LIBRARY		0.1908	\$32.82	July	1,326.26
S.B.40		0.1598	\$27.49	August	1,349.32
SUR TAX		0.0000	\$0.00	Sept-Dec	1,372.40
LATE ASMT CHG		0.0000	\$0.00		
HOSPITAL		0.0000	\$0.00		
CITY TAX	NO CITY TAX	0.0000	\$0.00		
Special Assessment			\$0.00		
Totals		6.1530	\$1,058.33		

Property Details

Valuations	Appraised	Assessed	Tax Amounts
Agr. Value	740	89	5.48
Res. Value	90,061	17,111	1,052.85
Com. Value	0	0	0.00
F C Value	0	0	0.00
Special			
Totals	90,801	17,200	1,058.33

Acres: 3.000

Legal Description

SOUTH OF M PT E1/2 SE1/4, SEC 33 TWP 47 NR1W

Sect	33	Lot
Twp	47N	Blk
Rng	1W	Lot

Payment Options:

In Person: Cash, checks, money orders, MasterCard, Visa, Discover, American Express or Debit Cards. A 2.4% with minimum fee of \$1.50 convenience fee is charged on cards. Visa Debit \$3.95 flat fee.

By Mail: Checks or money orders. Do Not Mail Cash.

Credit Card Payment Online or By Phone.

Have your property tax bill and credit card on hand to use these services

Online: <https://billpay.forte.net/WARRENCOMOCOLLECTOR/>

or

By Phone: [1-877-690-3729](tel:1-877-690-3729)

Enter jurisdiction code for Warren County - **3563**

Follow Prompts.

Visa, MasterCard, American Express, and Discover or Debit Cards may be used for the online and phone options . A convenience fee of 2.4% of the total paid (\$1.50 minimum) is charged to each transaction processed online or by phone. Visa Debit \$3.95 flat fee.

All Convenience Fees are retained by the processing company to use the company's services. The Collector's office does not charge or retain any of these fees. Allow 7 to 10 business days for the return of the official paid receipt.

TITLE SEARCH REPORT
ISSUED BY
TitleWave Real Estate Solutions

THE ATTACHED TITLE SEARCH REPORT IS ISSUED FOR USE OF THE AGENT LISTED, HEREIN 'THE AGENT', A POLICY ISSUING AGENT FOR THE FIDELITY GROUP OF TITLE INSURANCE COMPANIES, HEREIN 'THE COMPANY', AND IS TO BE USED BY THE AGENT IN THE EXAMINATION AND DETERMINATION OF THE INSURABILITY OF TITLE TO THE PROPERTY DESCRIBED HEREIN IN CONJUNCTION WITH THE ISSUANCE OF THE COMPANY'S COMMITMENTS, POLICIES AND ENDORSEMENTS.

The Agent who examines this Title Search Report must follow all underwriting guidelines set forth in the underwriting manual and bulletins issued by the Company. The Agent is responsible for obtaining proper "High-Liability" approval, when applicable, in accordance with their agency contract. The agent is responsible for obtaining appropriate updates or continuations of this Title Search Report prior to the issuance of any commitment or policy in accordance with prudent underwriting practices and the Company's guidelines. The Agent is responsible for any errors, omissions, defect, liens, encumbrances or adverse matters not shown by this Title Search Report but known to or discovered by the Agent prior to the issuance of the Company's commitment, policy or endorsement.

The Title Search Report does not provide or offer any title insurance, liability coverage or errors and omissions coverage. No assurance is given as to the insurability or status of title. The Title Search Report does not insure or guarantee the validity or sufficiency of any documents attached, nor is it to be considered a title insurance commitment and/or title insurance policy, an opinion of title, an ownership and encumbrance report, a property information report, a guarantee of title or as any other form of guarantee or warranty of title and should not be relied upon as such.

LIABILITY UNDER THE ATTACHED TITLE SEARCH REPORT IS LIMITED TO THE LIABILITY UNDER THE COMPANY'S COMMITMENTS, POLICY OR POLICIES ISSUED PURSUANT TO THIS TITLE SEARCH REPORT. IN THE EVENT THE ATTACHED TITLE SEARCH REPORT IS USED FOR ANY PURPOSE OTHER THAN IN CONJUNCTION WITH THE ISSUANCE OF THE COMPANY'S COMMITMENTS, POLICIES OR ENDORSEMENTS, THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

TitleWave Real Estate Solutions
TITLE SEARCH REPORT

Order Number: 11471987
MT23K016

Monarch Title Company, Inc
111 E. Broadway Ste. 100
Columbia, MO 65203
573-441-0725
573-441-0705

1. Effective Date:

11/20/2023 8:00 AM

2. Policy or Policies to be issued:

Policy to be Issued:
ALTA Loan Policy 2021
Proposed Insured:
Amount of Insurance:

3. Title to the estate or interest in the land described or referred to in this report is at the effective date hereof vested in:

Fee Simple

4. Last grantee of record for the period searched:

Charles Kolberg and Jill D. Harrell

Title Search Report
Mortgages, Liens, Other Title Defects

1. Notice: Please be aware that 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.
2. 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.
3. Pay the agreed amount for the estate or interest to be insured.
4. Pay the premiums, fees, and charges for the Policy to the Company.
5. 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.
 - A. Properly executed Deed of Trust executed by recited mortgagor, to recited mortgagee in the amount indicated.

The Company requires that any Deed of Trust from the present titleholder recite his/her marital status, and if married, that his/her spouse join in the execution of said Deed of Trust.

6. Furnish for recordation a Satisfaction or Release of the Deed of Trust that secures a debt:

Dated: 11/23/2009
Filed: 12/02/2009
Recording No.: 200907186
Mortgagor: Jill D. Kolberg and Charles Kolberg, wife and husband
Trustee: Missouri Title Associates
Mortgagee: MERS as nominee for Cherry Creek Mortgage Co., Inc.
Amount: \$ 205,000.00

7. Furnish for recordation a Satisfaction or Release of the Deed of Trust that secures a debt:

Dated: 06/23/2023
Filed: 06/30/2023
Recording No.: 202303462
Mortgagor: Charles Kolberg and Jill D. Kolberg fka Jill D Harrell, husband and wife
Trustee: Daniel D. Robb
Mortgagee: Jonesburg State Bank
Amount: \$ 225,000.00

Request for Notice of Sale as recorded 06/30/2023, Recording No. 202303460.

8. General Taxes for the year 2024 and all subsequent years.

Title Search Report
Mortgages, Liens, Other Title Defects, continued

General taxes for the year 2023 in the amount of \$1,058.33, Due and Payable

FOR INFORMATIONAL PURPOSES ONLY:

City, State and County Tax ID No.: 04-33.0-0-00-009.000.00

Special assessments and sewer usage fees, if any, which are DUE AND PAYABLE to the City of Wright City.

9. Furnish evidence that all assessments which are due the owners' association and/or master association, if any, have been paid in full and are current.
10. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable, if any.

Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of a Company agent, an authorized employee of the insured lender, or by using Bancserv or other Company-approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

Notice: Please be aware that 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.

Title Search Report Easements, Restrictions and Other Matters Affecting Title Searched

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

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.

The Company reserves the right to add additional items or make further requirements after review of any new matters appearing in the Public Records.

1. Any defect, lien, encumbrance, adverse claim, or other matter, 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 form.

Rights or claims of parties in possession not shown by the public records.

Tenancy rights or written leases of persons in possession of the premises in question, not shown of public record.

Easements or claims of easements, not shown by the public records.

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

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.

Taxes or special assessments which are not shown as existing liens by the public records.

2. Subject to Easement to Union Electric Company, dated October 17, 1985 and filed for record November 1, 1985 in Book 319 at page 98, Warren County Recorder's Office.
3. Subject to Provisions of Warren County Official Master Plan recorded March 24, 1983 in Book 265 at page 365 and amendments thereto recorded September 7, 1983 in Book 271 at page 53 and recorded April 16, 1904 in Book 277 at page 61 1 and Order Adopting a Zoning Order and Zoning Map for Warren County as recorded November 27, 1985 in Book 321 at page 257 and subsequent pages, Warren County Recorder's Office.
4. This Company performed a 24 month chain of title and results are as follows:

Chain of Title

Document Type: Quit Claim

Grantor: Charles Kolberg, aka Charles Erwin Kolberg, a single person

Grantee: Charles Kolberg and Jill D. Harrell, both single people

Recording Date: 02/24/2006

Recording No: Book 1372, Page 958

Title Search Report
Easements, Restrictions and Other Matters Affecting Title Searched, continued

Warren Co, MO Collector's Office – Julie Schaumberg, Collector

101 Mockingbird Ln, Suite 200 – Warrenton, MO 63383 – Phone: 636-456-3330

General Information

Account Number 04330000009000000

Owner Name KOLBERG CHARLES &
HARRELL JILL

Mailing Address 13140 STATE HIGHWAY M
WRIGHT CITY, MO
63390-4934

Year/Bill Type **2023 Real Estate**

Status UNPAID

City Name RURAL

Property Address 13140 STATE HIGHWAY M
WRIGHT CITY, MO
63390-4934
WRIGHT CITY

Bill Number

230011811

Tax Market Value

90,801

Tax Assessed Value

17,200

Unpaid Tax

\$1,058.33

Penalties / Interest / Fees

\$0.00

Minus Deposits

\$0.00

Balance Due**\$1,058.33****Tax Details**

Taxing Authority	District Name	Tax Levy	Tax Amount
SCHOOL	R-2	4.4487	\$765.18
AMBULANCE	WARREN CO	0.4901	\$84.30
FIRE	WRIGHT CITY	0.5769	\$99.23
JR.COLL		0.0000	\$0.00
STATE		0.0300	\$5.16
COUNTY		0.0806	\$13.86
ROAD		0.1761	\$30.29
LIBRARY		0.1908	\$32.82
S.B.40		0.1598	\$27.49
SUR TAX		0.0000	\$0.00
LATE ASMT CHG		0.0000	\$0.00
HOSPITAL		0.0000	\$0.00
CITY TAX	NO CITY TAX	0.0000	\$0.00
Special Assessment			\$0.00
Totals		6.1530	\$1,058.33

2023 Taxes in 2024

Late Payment Chart	
January	1,176.66
February	1,199.72
March	1,233.97
April	1,257.04
May	1,280.11
June	1,303.18
July	1,326.26
August	1,349.32
Sept-Dec	1,372.40

Property Details

Valuations	Appraised	Assessed	Tax Amounts
Agr. Value	740	89	5.48
Res. Value	90,061	17,111	1,052.85
Com. Value	0	0	0.00
F C Value	0	0	0.00
Special			
Totals	90,801	17,200	1,058.33

Acres: 3.000

Legal Description

SOUTH OF M PT E1/2 SE1/4, SEC 33 TWP 47 NR1W

Sect	33	Lot
Twp	47N	Blk
Rng	1W	Lot

Payment Options:

In Person: Cash, checks, money orders, MasterCard, Visa, Discover, American Express or Debit Cards. A 2.4% with minimum fee of \$1.50 convenience fee is charged on cards. Visa Debit \$3.95 flat fee.

By Mail: Checks or money orders. Do Not Mail Cash.

Credit Card Payment Online or By Phone.

Have your property tax bill and credit card on hand to use these services

Online: <https://billpay.forte.net/WARRENCOMOCOLLECTOR/>

or

By Phone: [1-877-690-3729](tel:1-877-690-3729)

Enter jurisdiction code for Warren County - **3563**

Follow Prompts.

Visa, MasterCard, American Express, and Discover or Debit Cards may be used for the online and phone options . A convenience fee of 2.4% of the total paid (\$1.50 minimum) is charged to each transaction processed online or by phone. Visa Debit \$3.95 flat fee.

All Convenience Fees are retained by the processing company to use the company's services. The Collector's office does not charge or retain any of these fees. Allow 7 to 10 business days for the return of the official paid receipt.

©2023 GovernMENTOR – Generated on November 21, 2023 a 1:00 PM Central Time

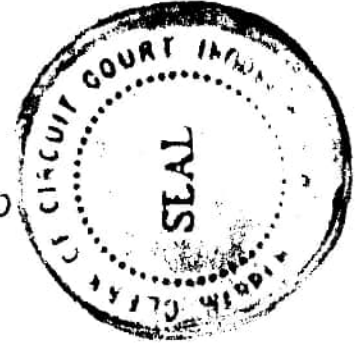
RECORDED and INDEXED

01605

STATE OF MISSOURI
County of Warren
I hereby certify that this instrument was
FILED FOR RECORD
on February 24, 2006
at 1 o'clock 50 min P M. and is
recorded in Book 1372 Page 958

JERRI JORDAN
Ex-Officio Recorder of Deeds
By Deborah L. Engemann
Deputy Recorder 30

BOOK 1372 PAGE 958



File No. 6-02193

QUIT CLAIM DEED

THIS DEED, made and entered into as of this 17th day of February, 2006, by and between **Charles Kolberg, aka Charles Erwin Kolberg**, a single person, party(ies) of the first part/Grantor(s) of the City/County of Warren State of Missouri AND **Charles Kolberg and Jill D. Harrell**, both single people, party(ies) of the second part/Grantee(s) whose mailing address is: 13140 State Hwy M Wright City, MO 63390 of the City/County of Warren State of Missouri.

WITNESSETH, that the said party(ies) of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the said party(ies) of the second part, the receipt of which is hereby acknowledged, does or do by these presents REMISE, RELEASE AND FOREVER QUIT CLAIM unto the said party(ies) of the second part, the following described Real Estate, situated in the County of Warren and State of Missouri, to wit:

See Exhibit "A" Attached

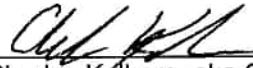
Subject to: deed restrictions, easements, rights of way of record, and zoning regulations.
Locator Number:

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party(ies) of the second part, and to the heirs and assigns of such party(ies) forever.

So that neither the said party(ies) of the first part, nor their heirs, nor any other person or persons for them or in their names or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and everyone of them shall, by these presents, be excluded and forever barred.

QUIT CLAIM DEED (Continued)

IN WITNESS WHEREOF, the said party(ies) of the first part has or have hereunto set their hand or hands the day and year first above written.


 Charles Kolberg, aka Charles Erwin Kolberg

STATE OF MISSOURI)
)ss.
 COUNTY of WARREN)

On this 17th day of February, 2006, before me personally appeared Charles Kolberg, aka Charles Erwin Kolberg a single person, to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that He / She / They executed the same as His / Her / Their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County / City and State aforesaid, the day and year first above written.


 Notary Public Christine M. Gray

My term expires: ~~April 17, 2008~~



JEANETTE M. HOOTON
 Warren County
 My Commission Expires
 July 14, 2008

EXHIBIT "A"**Legal Description****File No. 6-02193**

A tract of land being part of the Northeast Quarter of the Southeast Quarter of Section 33, Township 47 North, Range 1 West, Warren County, Missouri and being described as follows: Commencing at an old stone at the Southwest Corner of the Southeast Quarter of the Southeast Quarter; thence along the West line of the East Half of the Southeast Quarter, North 00 degrees 24' West 1764.94 feet to an iron rod; thence leaving the said West line, North 87 degrees 59' East 423.21 feet to an iron rod at the place of beginning of the said tract of land; thence North 09 degrees 23' East 270.06 feet to an iron rod; thence along South line of Missouri State Highway "M", South 69 degrees 57' East 494.39 feet to an old iron rod; thence along the West line of a tract of land described in Book 550 at page 259 of the Warren County Records, South 00 degrees 52' West 256.53 feet to an iron rod; thence leaving the said West line, North 72 degrees 27' West 529.16 feet to the place of beginning.

RECORDED and INDEXED

01250

STATE OF MISSOURI
County of Warren
I hereby certify that this instrument was
FILED FOR RECORD
on February 14, 20 06
at 1 o'clock 30 min P.M. and is
recorded in Book 1371 Page 187.
JERRI JORDAN
Ex-Officio Recorder of Deeds
By Deborah Engemann
Deputy Recorder 30

BOOK 1371 PAGE 187



File Number: 6-02193-UST

UST

RECORDING DOCUMENT IDENTIFICATION SHEET

TITLE: Quit Claim Deed

DATE: February 13, 2006

GRANTOR(S): Deborah Jeanne Kolberg n/k/a Deborah Jeanne Jones
Grantor(s) mailing address:

GRANTEE(S): Charles Erwin Kolberg
Grantee(s) mailing address: 130140 State Hwy M
Wright City, MO 63390

LEGAL DESCRIPTION: next page

157-6-02193

QUIT CLAIM DEEDTHIS DEED, Made and entered into this 13 day of Feb, 2006, by and between**DEBORAH JEANNE KOLBERG**

n/k/a Deborah Jeanne Jones , a single person

of the County of Warren, State of Missouri, party or parties of the first part, and

CHARLES ERWIN KOLBERG**130140 State Hwy M, Wright City, MO 63390**

of the County of Warren, State of Missouri, party or parties of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents REMISE, RELEASE AND FOREVER QUIT CLAIM unto the said party or parties of the second part, the following Real Estate in the County of Warren and State of Missouri, to-wit:

A tract of land being part of the Northwest Quarter of the Southeast Quarter of Section 33, Township 47 North, Range 1 West, Warren County, Missouri and being described as follows: Commencing at an old stone at the Southwest Corner of the Southeast Quarter of the Southeast Quarter; thence along the West line of the East half of the Southeast Quarter, North 00 degrees 24' West 1764.94 feet to an iron rod; thence leaving the said West line, North 87 degrees 59' East 423.21 feet to an iron rod at the place of beginning of the said tract of land; thence North 09 degrees 23' East 270.06 feet to an iron rod; thence along South line of Missouri State Highway "M", South 69 degrees 57' East 494.39 feet to an old iron rod; thence along the West line of a tract of land described in Book 550 at page 259 of the Warren County Records, South 00 degrees 52' West 256.53 feet to an iron rod; thence leaving the said West line, North 72 degrees 27' West 529.16 feet to the place of beginning.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part. and to the heirs and assigns of such party or parties forever. So that neither the said party or parties of the first part, nor their heirs, nor any other person or persons for them or in their names or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

Deborah Jeanne Kolberg
 DEBORAH JEANNE KOLBERG
 n/k/a Deborah ^{Jeanne} Jones
 aka *Deborah Jeanne*

STATE OF MISSOURI)
)
 COUNTY OF ST. CHARLES) SS.

On this 13th day of February, 2006, before me personally appeared **DEBORAH JEANNE KOLBERG n/k/a Deborah Jean Jones**, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that She executed the same as her free act and deed. * a single person

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



KELLY J. MARTIN
 Warren County
 My Commission Expires
 July 15, 2006

Notary Public *Kelly J. Martin*
 My Commission Expires: 7-15-06

RECORDED and INDEXED

08811

Book 1135 Page 00144

STATE OF MISSOURI
County of Warren
I hereby certify that this instrument was
FILED FOR RECORD
on November 4, 2002
at 9 o'clock 25 min A M. and is
recorded in Book 1135 Page 144.

JERRI JORDAN

Ex-Officio Recorder of Deeds

By Deborah L. Engeman
Deputy Recorder

68



RECORDER OF DEEDS CERTIFICATE
WARREN COUNTY, MISSOURI
EXEMPT DOCUMENT

This document has been recorded under exempt status pursuant to RSMo 59.310.4 and this certificate has been added to your document in compliance with the laws of the State of Missouri.

Jerri Jordan
Ex-Officio Recorder
104 West Main
Warrenton, Missouri 63383
636-456-9800

THIS PAGE HAS BEEN ADDED AS THE FIRST PAGE OF YOUR DOCUMENT--DO NOT REMOVE THIS PAGE

COPY

STATE OF MISSOURI)
) ss.
COUNTY OF WARREN)

IN THE CIRCUIT COURT OF WARREN COUNTY, MISSOURI
CIRCUIT JUDGE DIVISION

In re the Marriage of:)
)
KOLBERG, Charles Erwin)
SS# 374-62-9269)
)
Petitioner,)
vs.)
)
KOLBERG, Deborah Jeanne)
SS# 488-58-0372)
)
Respondent.)

CAUSE NO. 02CV155367
DIVISION I

JUDGMENT, ORDER AND DECREE OF DISSOLUTION

NOW on this 18th day of October, 2002, comes the Petitioner in person and with his attorney, TIMOTHY M. JOYCE, and the Respondent and her attorney, ROBERT M. WOHLER appear not, having waived their appearance, whereupon said cause was taken up for hearing and submitted to the Court upon the pleadings and proof adduced, and thereupon, having heard evidence submitted and being well and truly advised in the premises, the COURT FINDS:

(a) That the parties have both been residents of the State of Missouri for Ninety (90) days next preceding the commencement of this action and that thirty (30) days have elapsed since the filing of the petition herein;

(b) That there is no reasonable likelihood that the marriage between the parties can be preserved and the marriage is, therefore, irretrievably broken;

(c) That no children were born as issue of this marriage;

(d) That the Respondent is not now pregnant;

(e) That the Court has proper jurisdiction and venue to hear said dissolution;

(f) That the Separation Agreement signed previously by the Petitioner and Respondent is reasonable and not unconscionable and is to be attached to and made a part of this Judgment and Decree of Dissolution;

(g) That neither party hereto asked for maintenance;

(h) That the Respondent has asked the Court to reinstate her maiden name of "JONES";

(i) That each party shall pay his or her own attorney's fees; and,

(j) That the costs of this action shall be taxed to the Petitioner.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. That the marriage between the parties is hereby dissolved;

2. That neither party hereto asked for maintenance and none is awarded;

3. That the marital property of the parties hereto shall be distributed in the following manner, to-wit:

A. That the Petitioner shall have and receive as his share of the marital property, the following:

1. 1997 Cadillac
2. 1984 Dodge 4-wheel drive pickup
3. 1948 8N tractor
4. Miscellaneous tools
5. Pool table
6. Washer and dryer
7. Refrigerator
8. Miscellaneous appliances and furniture
9. King size bed
10. One-half (1/2) of linens, dishes plants and décor
11. One-half (1/2) of small appliances

12. Miscellaneous personal property not listed in paragraph B below.
13. Miscellaneous jewelry, clothing and personal effects

Petitioner will indemnify and hold Respondent harmless with respect to any liability therefore.

B. That the Respondent shall have and receive as her share of the marital property, the following:

1. Zenith Television and VCR
2. Kenwood CD Player and Kenwood Tape Player
3. 2 large DCM Speakers and small DCM speakers
4. Infinity Woofer and Infinity Centralizer
5. One (1) white pole lamp
6. One (1) table lamp
7. Hoover Vacuum
8. Dinette set and four (4) chairs
9. Air Cleaner
10. Utility cart
11. One (1) Queen size bed
12. One (1) double size bed
13. One (1) black Halogen Pole lamp
14. One (1) Mauve recliner
15. One (1) rocker chair
16. One (1) bamboo chair
17. Two (2) wood block end tables
18. One (1) room divider
19. Ironing board and iron
20. GE speaker phone and one (1) cordless phone
21. Luggage
22. Miscellaneous CD's and tapes
23. One-half (1/2) linens, dishes, plants and decor
24. One-half (1/2) of small appliances
26. Miscellaneous jewelry, clothing and personal effects

Respondent will indemnify and hold Petitioner harmless with respect to any liability therefore.

4. That Petitioner and Respondent are the owners of the following described real estate situate in the County of Warren, State of Missouri:

See attached Exhibit "A"

(said real property, marital home and adjoining rental properties are known and numbered as 130140 State Highway M, Wright City, Missouri

63390, and 26400, 26410A and 25410B Lost Trail, Wright City, Missouri 63390)

NOTE: THE ABOVE LEGAL DESCRIPTION WAS BASED SOLELY ON DOCUMENTATION PROVIDED BY CLIENT AND MR. JOYCE IN NO WAY EXAMINED ANY ABSTRACT OF TITLE.

Both parties agree that said real property and improvements thereon shall be the sole property of the Petitioner. Petitioner shall pay to Respondent the sum of \$20,000.00 for her equity in said real property and improvements. Petitioner agrees to hold Respondent harmless with respect to said real property.

5. That the marital debt of the parties shall be divided as follows, to-wit:

A. The Petitioner shall be responsible for the payment of the following debts:

- (1) Debt on the 1997 Cadillac
- (2) Debt on the real property and improvements thereon
- (3) Debt on any credit card bills incurred prior to June 1, 2002.
- (4) Any personal debt incurred since the separation of the parties

B. The Respondent shall be responsible for the payment of the following debts:

- (1) Any personal debt incurred since the separation of the parties

Petitioner and Respondent agree to indemnify and save the other harmless with respect to any liability for the above listed debts.

6. That the Respondent's maiden name of "JONES" shall be reinstated to her and that her name shall henceforth be **"DEBORAH JEANNE JONES"**;

7. The Petitioner and Respondent shall each pay his or her own attorney's fees.

8. Costs of this action shall be taxed to the Petitioner.

9. Circuit Clerk is ordered to file for record a certified copy of this Judgment, Order and Decree of Dissolution in the office of the Recorder of Deeds in the County of Warren, State of Missouri, where said real property is located.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Separation Agreement signed by both parties hereto is reasonable and is not unconscionable and is to be attached to this Judgment, Order and Decree of Dissolution and is to become a part of this Judgment, Order and Decree of Dissolution and both parties, unless otherwise ordered, are to act, convey, distribute, etc. as agreed to in said agreement.

[Handwritten Signature]

Honorable Wesley C. Dalton
Judge of the Circuit Court, Div. II

STATE OF MISSOURI

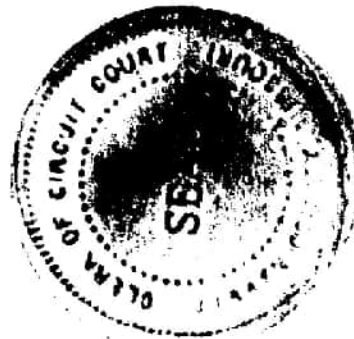
SS:

COUNTY OF WARREN

I, CIRCUIT CLERK, AM THE HONORABLE JUDGE OF THE
DEEDS OF WARREN COUNTY, MISSOURI, AND THE
FOREGOING IS A TRUE AND CORRECT COPY OF THE
ORIGINAL FILED IN MY OFFICE ON
WITNESS MY HAND AND SEAL THIS 21st
DAY OF Oct 2002

JERRI JORDAN, CLERK & RECORDER

[Handwritten Signature]
DEPUTY



County of Warren and State of Missouri, to-wit:

A tract of land being part of the Southeast Quarter of the Southeast Quarter of Section 33, Township 47 North, Range 1 West, Warren County, Missouri, and being described as follows:

Commencing at an Old Stone at the Southwest Corner of the Southeast Quarter of the Southeast Quarter; thence along the West line of the Southeast Quarter of the Southeast quarter, North 0 degree 24 minutes West 742.50 feet to the place of beginning of the said tract of land; thence continuing along the said West line, North 0 degree 24 minutes West 148.50 feet; thence leaving the said West line, North 89 degrees 08 minutes East 880.03 feet; thence South 0 degree 24 minutes East 148.50 feet; thence South 89 degrees 08 minutes West 880.03 feet to the place of beginning and containing 3.00 acres, more or less.

Grantors grant unto Grantees, their heirs and assigns and reserve unto Grantors, their heirs and assigns a strip of land 10 feet wide for a Utility Easement being part of the East Half of the Southeast Quarter of Section 33, Township 47 North, Range 1 West, Warren County, Missouri, and being described as follows:

Commencing at an Old Stone at the Southwest Corner of the Southeast Quarter of the Southeast Quarter; thence along the South line of Section 33, North 89 degrees 08 minutes East 40.00 feet to the place of beginning of the West line of the said 10 foot wide strip of land; thence leaving the said South line of Section 33, and along the West line of the 10 foot wide strip of land, North 0 degree 24 minutes West, parallel to the West line of the East Half of the Southeast Quarter to a point on the South right of way line of State Highway "M", and the end of the said 10 foot wide Utility Easement. The 10 foot wide strip of land lies on the East side of the above described line.

Grantors also grant unto Grantees, their heirs and assigns and reserve unto Grantors, their heirs and assigns a strip of land 40 feet wide for a Road Easement being part of the East Half of the Southeast Quarter of Section 33, Township 47 North, Range 1 West, Warren County, Missouri, and being described as follows:

Beginning at an Old Stone at the Southwest Corner of the Southeast Quarter of the Southeast Quarter; and said stone is on the West line of the 40 foot wide strip of land; thence along the said West line of the 40 foot wide strip, and the West line of the East Half of the Southeast Quarter, North 0 degree 24 minutes West 2203.98 feet to a point on the South right of way line of State Highway "M", and the end of the said 40 foot wide Road Easement. The said 40 foot wide strip lies on the East side of the above described line.

Subject to Easement to Union Electric Company, dated October 17, 1985 and filed for record November 1, 1985 in Book 319 at page 98, Warren County Recorder's Office.

Subject to Provisions of Warren County Official Master Plan recorded March 24, 1983 in Book 265 at page 365 and amendments thereto recorded September 7, 1983 in Book 271 at page 53 and recorded April 16, 1984 in Book 277 at page 611 and Order Adopting a Zoning Order and Zoning Map for Warren County as recorded November 27, 1985 in Book 321 at page 257 and subsequent pages, Warren County Recorder's Office.

COPY

STATE OF MISSOURI)
)
 COUNTY OF WARREN) SS

IN THE CIRCUIT COURT OF WARREN COUNTY, MISSOURI
 CIRCUIT JUDGE DIVISION

In Re the Marriage of:	)	
	)	
CHARLES ERWIN KOLBERG	)	
SS# 374-62-9269	)	
	)	
Petitioner,	)	
	)	
vs.	)	Cause No. 02CV155367
	)	Division I
DEBORAH JEANNE KOLBERG,	)	
SS# 488-58-0372	)	
	)	
Respondent.	)	

MARITAL SETTLEMENT AGREEMENT

COMES NOW, the parties and hereby agree to resolve the issues of the dissolution of their marriage as follows subject to approval by the court:

1. The parties were lawfully married the 19th day of October 1996 in Eureka Arkansas and lived together as husband and wife until or about the 7th day of May, 2002.
2. The Petitioner has filed the within Petition for Dissolution of Marriage now pending in the Circuit Court of Warren County, Missouri and is the desire of the parties herein to settle all of their property rights and other rights which they may have acquired as a result of their marriage.
3. Each party acknowledges that he or she has had the opportunity to seek the benefit of the advice, investigations and recommendations of any attorney with reference to the subject matter of this Agreement, and the parties acknowledge that each of them has been fully

informed of the assets, property, estate and income of the other.

NOW THEREFORE, in consideration of the mutual and several promises and undertaking herein contained the parties do hereby freely and voluntarily stipulate and agree as follows:

DIVISION OF MARITAL PROPERTY:

Respondent agrees to quit claim her interest in the marital residence to the Petitioner upon receipt from Petitioner of the sum of \$20,000. Said marital residence is located at 13140 Highway M, Wright City, MO 63390, and its legal description is set out in Exhibit "A" which is attached hereto and is incorporated by reference herein.

Petitioner agrees that the Respondent is to receive the personal property items listed on Exhibit "B" which is attached hereto and is incorporated by reference herein; and the Petitioner is to receive all of the personal property items that are not listed on Exhibit "B".

Vehicles: Respondent is to receive the motor vehicle currently in her possession, a 1993 Nissan Centra and Petitioner agrees to relinquish any interest therein.

Petitioner agrees to be responsible for the debt on the 1997 Cadillac he is to receive, holding Respondent harmless thereon, and Respondent agrees to relinquish her interest therein.

MAINTENANCE: Neither party will seek maintenance from the other.

ATTORNEY FEES AND COURT COSTS: Each party agrees to pay their own attorney's fees. Petitioner agrees to pay the court costs of the dissolution proceeding.

BILLS: Petitioner agrees to be responsible for the payment of all credit card bills of the parties that they incurred up until June 1, 2002.

EXECUTION OF FURTHER DOCUMENTS: The parties agree to execute, upon demand, any and all documents necessary and convenient to carry out the provisions of this Agreement at reasonable times and places within thirty (30) days of the entry of the Decree of

Dissolution of Marriage in this matter.

WAIVER: The parties agree that failure of either party to insist on any one or more instances upon strict performance to any one of the terms or provisions of this Agreement, to exercise any option or to make an election herein contained provided for shall not be construed as a waiver or relinquishment of the future of any such term, provision, option or election and the same shall continue in full force and effect. No modification or waiver of any terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any default hereunder shall be deemed a waiver of any subsequent default.

RELEASE: Each of the parties hereto does hereby release and discharge the other from any and all claims, demands, causes of action, whether in law or in equity, both in real and in personal property allowances, both under statute and common law, and all other claims of every kind, character or nature which either one can, does or might have against the arising in any manner whatsoever except as herein specifically reserved to each of the parties hereto.

INDEMNIFICATION:

(a) Petitioner hereby agrees to indemnify and hold Respondent harmless on any loss, cost or expense, including reasonable attorney's fees incurred by Respondent as a result of Petitioner's failure to perform any of the terms of this Agreement;

(b) Respondent hereby agrees to indemnify and hold Petitioner harmless for any loss, cost or expense, including reasonable attorney's fees incurred by Petitioner as a result of Respondent's failure to perform any of the terms of this Agreement.

BREACH OF AGREEMENT: In the event of a breach of this Agreement by a party hereto, and Petitioner or Respondent is required to employ an attorney to enforce the terms of the

Agreement, the party breaching the Agreement shall pay a reasonable attorney fee to the aggrieved party hereto.

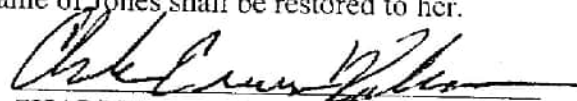
INCORPORATED INTO DECREE:

The parties do hereby agree and covenant that the entire provisions contained in this Settlement Agreement are to be included and made a part of the Decree of Dissolution entered herein by reference.

MARRIAGE IS IRRETRIEVABLY BROKEN:

That there is no reasonable likelihood that the marriage of the parties can be preserved and, therefore, this marriage is irretrievably broken.

Parties agree that Respondent's maiden name of Jones shall be restored to her.


CHARLES ERWIN KOLBERG Petitioner

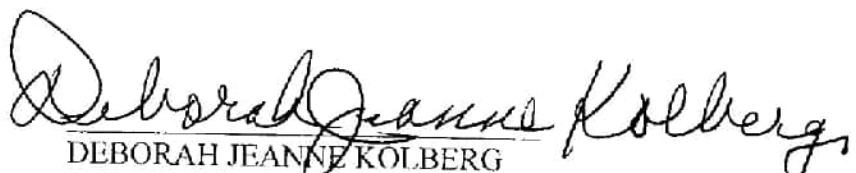
STATE OF MISSOURI)
)
COUNTY OF)

On this 17 day of October, 2002, personally appeared before me, Charles Erwin Kolberg to me known to be the person described herein and who executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

THOMAS M. JOYCE
Notary Public - Notary Seal
STATE OF MISSOURI
Warren County
My Commission Expires: Apr. 19, 2006


Notary Public
My Term Expires: 4-18-06


DEBORAH JEANNE KOLBERG
Respondent

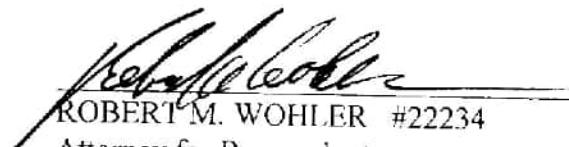
STATE OF MISSOURI)
)
COUNTY OF ST CHARLES)

On this 10th day of ~~April~~ October, 2002, personally appeared before me Deborah Jeanne Kolberg, to me known to be the person described herein and executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.


Notary Public

My Term Expires: 2-28-03


ROBERT M. WOHLER #22234
Attorney for Respondent
225 S. Main, Suite 100
O'Fallon, MO 63366
(3636) 272-6601
(636) 272-3405 Fax


TIMOTHY MICHAEL JOYCE
Attorney for Petitioner
625 E. Old Highway 40
Warrenton, MO 63383

Property Respondent wants:

Zenith TV
Zenith VCR
Kenwood Receiver
Kenwood CD Player
Kenwood Tape Player
2 large speakers DCM
small speakers DCM
Infinity Woofer
Infinity Centralizer
1 white pole lam
1 table lamp
Hoover Vacuum
Dinette set and four chairs
Air Cleaner
Utility Cart
~~Sears Whirlpool Washer and Dryer~~ *Ch*
1 Queen Size Bed
1 Double size bed
1 black Halogen Pole Lamp
1 Mauve Recliner
1 Rocker Chair
1 Bamboo Chair
2 Wood Block end tables
1 room divider
Ironing Board and Iron
GE Speaker Phone
1 Cordless Phone
Luggage
CD's
Tapes

Property to be divided in half

Linens
Dishes
Plants
Decor

Property to be shared

small appliances

STATE OF MISSOURI)
) SS
COUNTY OF WARREN)

**IN THE CIRCUIT COURT OF WARREN COUNTY, MISSOURI
CIRCUIT JUDGE DIVISION**

In Re the Marriage of:)

CHARLES ERWIN KOLBERG)
SS# 374-62-9269)

Petitioner,)

vs.)

**Cause No. 02CV155367
Division I**

DEBORAH JEANNE KOLBERG,)
SS# 488-58-0372)

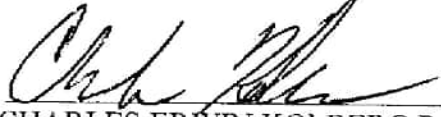
Respondent.)

REQUEST FOR ENTRY OF JUDGMENT UPON AFFIDAVIT

COMES NOW the Petitioner and Respondent and having been duly sworn state to the Court as follows:

1. The Respondent is represented by Robert M. Wohler. And the Petitioner is represent by Timothy Joyce.
2. The Petitioner is a resident of the State of Missouri, County of Warren, and has resided in the State of Missouri more than ninety (90) days immediately preceding the filing of the Petition for Dissolution of Marriage. The Respondent is a resident of the State of Missouri, County of Warren, and has resided in the State of Missouri for more than ninety (90) days immediately preceding the filing of the Petition for Dissolution of Marriage.
3. That Petitioner and Respondent were married on the 19th day of October 1996 in Eureka Arkansas.

4. That Petitioner and Respondent separated on or about the 7th day of May, 2002.
5. There were no children born of the marriage and the Respondent is not now pregnant.
6. That there was separate and marital property and said property has been distributed as stated in the aforementioned Marital Settlement Agreement, attached hereto and that such distribution is fair and equitable and not unconscionable.
7. That there remains no reasonable likelihood that the marriage can be preserved and therefore is irretrievably broken.
8. That neither party is a member of the armed forces of the United States of America.
9. That the parties to this action are over the age of eighteen.
10. That the Petitioner is employed at Crown Industries and the Respondent is employed at Account Temps, and the Petitioner's income is reflected in the Income and Expense Statement filed.
11. That we consent to the Judgment and Order of Dissolution of Marriage being entered in this matter through this Affidavit without our being present.
12. Both parties have signed the attached Marital Settlement Agreement marked as Exhibit 2 and incorporated herein by reference. Exhibit 2 provides for the division of all the marital property. As a result of both parties signing said Marital Settlement Agreement there are no genuine issues as to any material fact.
13. The parties agree that neither party shall receive maintenance.
14. The parties agree and stipulate that all the facts and allegations set forth in paragraphs 1 through 11 of the attached Petition for Dissolution of Marriage marked as Petitioner's Exhibit 3 and incorporated herein by reference are true.
15. That both parties agree that Respondent's maiden name of Jones be restored to her.

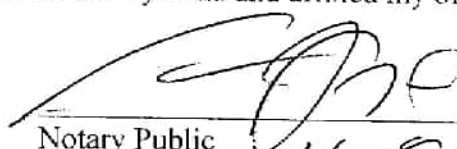

 CHARLES ERWIN KOLBERG Petitioner

STATE OF MISSOURI)
)
 COUNTY OF)

On this 18 day of October, 2002, personally appeared before me, Charles Erwin Kolberg to me known to be the person described herein and who executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

TIMOTHY M. JOYCE
 Notary Public - Notary Seal
 STATE OF MISSOURI
 Warren County
 My Commission Expires: Apr. 18, 2006

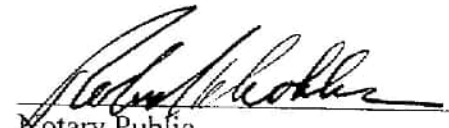

 Notary Public
 My Term Expires: 4-18-06


 DEBORAH JEANNE KOLBERG
 Respondent

STATE OF MISSOURI)
)
 COUNTY OF ST CHARLES)

On this 10th day of October, 2002, personally appeared before me Deborah Jeanne Kolberg, to me known to be the person described herein and executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.


 Notary Public

My Term Expires: 2-28-03



ROBERT M. WOHLER #22234
Attorney for Respondent
225 S. Main, Suite 100
O'Fallon, MO 63366
(3636) 272-6601
(636) 272-3405 Fax



TIMOTHY MICHAEL JOYCE
Attorney for Petitioner
625 E. Old Highway 40
Warrenton, MO 63383

RECORDED and INDEXED

08304

STATE OF MISSOURI

County of Warren

I hereby certify that this instrument was
FILED FOR RECORD

on October 21, 2002
at 12 o'clock 30 min P M. and is
recorded in Book 1132 Page 1.

JERRI JORDAN

Ex-Officio Recorder of Deeds

By Ellen D. Ross
Deputy Recorder

32

BOOK 1132 PAGE 001



GENERAL WARRANTY DEED

THIS DEED made and entered into this 18th day of October, 2002 by and between Deborah Jeanne Kolberg (grantor) to CHARLES ERWIN KOLBERG (grantee). Grantee's mailing address is 13140 Highway M, Wright City, Missouri, 63390

WITNESSETH, that the grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration paid by the said grantee, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN, AND SELL, CONVEY AND CONFIRM unto the grantees, the following described Real Estate, situated in the County of Warren and State of Missouri, to wit:

See Attached Exhibit "A"

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the grantee forever, grantor covenanting that grantor and the heirs, executors, administrators and assigns of such grantor shall and will WARRANT AND DEFEND the title to the premises unto the said grantees and to the heirs and assigns for such grantee against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year 2002 and thereafter, and special taxes becoming a lien after the date of this deed and

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written


DEBORAH JEANNE KOLBERG

STATE OF MISSOURI)
) SS
 COUNTY OF ST. CHARLES)

On this 21st day of October, 2002, personally appeared before me, DEBORAH JEANNE KOLBERG, to me known to be the person described herein and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affix my official seal in the County and State aforesaid, the day and year first above written.



KELLY J. MARTIN
 Warren County
 My Commission Expires
 July 15, 2006

Kelly J. Martin
 Notary Public
 My Term Expires: 7-15-06

EXHIBIT "A"

County of Warren and State of Missouri, to-wit:

A tract of land being part of the Southeast Quarter of the Southeast Quarter of the Section 33, Township 47 North, Range 1 West, Warren County, Missouri, and being described as follows:

Commencing at an Old Stone at the Southwest Corner of the Southeast Quarter of the Southeast Quarter; thence along the West line of the Southeast Quarter of the Southeast Quarter, North 0 degrees 24 minutes West 742.50 feet to the place of beginning of the said tract of land; thence continuing along the said West line, North 0 degrees 24 minutes West 148.50 feet; thence leaving the said West line, North 89 degrees 08 minutes East 880.03 feet; thence South 0 degrees 24 minutes East 148.50 feet; thence South 89 degrees 08 minutes West 880.03 feet to the place of beginning and containing 3.00 acres, more or less.

Grantors grant unto Grantees, their heirs and assigns and reserve unto Grantors, their heirs and assigns a strip of land 10 feet wide for a Utility Easement being part of the East Half of the Southeast Quarter of Section 33, Township 47 North, Range 1 West, Warren County, Missouri, and being described as follows:

Commencing at an Old Stone at the Southwest Corner of the Southeast Quarter of the Southeast Quarter; thence along the South line of Section 33, North 89 degrees 08 minutes East 40.00 feet to the place of beginning of the West line of the said 10 foot wide strip of land; thence leaving the said South line of Section 33, and along the West line of the 10 foot wide strip of land, North 0 degree 24 minutes West, parallel to the West line of the East Half of the Southeast Quarter to a point on the South right of way line of State Highway "M", and the end of the said 10 foot wide Utility Easement. The 10 foot wide strip of land lies on the East said of the above described line.

Exhibit "A"

Subject to Easement to Union Electric Company, dated October 17, 1985 and filed for record November 1, 1985 in Book 319 at page 98, Warren County Recorder's Office.

Subject to Provisions of Warren County Official Master Plan recorded March 24, 1983 in Book 265 at page 365 and amendments thereto recorded September 7, 1983 in Book 271 at page 53 and recorded April 16, 1984 in Book 277 at page 611 and Order Adopting a Zoning Order and Zoning Map for Warren County as recorded November 27, 1985 in Book 321 at page 257 and subsequent pages, Warren County Recorder's Office.

U.S. TITLE GUARANTY COMPANY
OF ST. CHARLES, INC.

BOOK 0984 PAGE 247

Abstract Number: L9W16453

GENERAL WARRANTY DEED
(INDIVIDUAL - INDIVIDUAL)

THIS DEED, Made and entered into on October 01, 1999, by and between
ALLAN D. SHERRY-SUE SHERRY, HUSBAND AND WIFE

of the COUNTY of WARREN State of MISSOURI party or parties of the first part, and
CHARLES KOLBERG AND DEBORAH J. KOLBERG, HUSBAND AND WIFE

Address: 150 E. HWY M, WRIGHT CITY, MO 63390
of the COUNTY of WARREN State of MISSOURI party or parties of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the COUNTY of WARREN and State of MO, to-wit:

A tract of land being part of the Northeast Quarter of the Southeast Quarter of Section 33, Township 47 North, Range 1 West, Warren County, Missouri and being described as follows: Commencing at an old stone at the Southwest Corner of the Southeast Quarter of the Southeast Quarter; thence along the West line of the East Half of the Southeast Quarter, North 00 degrees 24' West 1764.94 feet to an iron rod; thence leaving the said West line, North 87 degrees 59' East 423.21 feet to an iron rod at the place of beginning of the said tract of land; thence North 09 degrees 23' East 270.06 feet to an iron rod; thence along South line of Missouri State Highway "M", South 69 degrees 57' East 494.39 feet to an old iron rod; thence along the West line of a tract of land described in Book 550 at page 259 of the Warren County Records, South 00 degrees 52' West 256.53 feet to an iron rod; thence leaving the said West line, North 72 degrees 27' West 529.16 feet to the place of beginning.

Subject to: deed restrictions, easements, rights of way of record, and zoning regulations.
Locator Number:

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

The said party or parties of the first part hereby covenanting that said party or parties and the heirs, executors and administrators of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 1999 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

Allan D. Sherry
ALLAN D. SHERRY

Sue Sherry
SUE SHERRY

STATE OF MISSOURI)
COUNTY of WARREN) ss.

On this 1ST day of October, 1999, before me personally appeared
ALLAN D. SHERRY SUE SHERRY, HUSBAND AND WIFE

to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that
THEY executed the same as THEIR free act and deed.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the COUNTY and State aforesaid,
the day and year first above written.

Michelle G. Lee
MICHELLE G. LEE

Notary Public
My term expires: September 09, 2001

MICHELLE G. LEE
Notary Public - Notary Seal
STATE OF MISSOURI
WARREN COUNTY
MY COMMISSION EXPIRES SEPTEMBER 9, 2001

CTB 5-14-45

RECORDED BY JERRI JORDAN
201 2200000 23 70

00984 248



RECORDED and INDEXED

6878

STATE OF MISSOURI } ss. In Recorder's Office
County of Warren

I, the undersigned, Clerk of Circuit Court and ex-officio Recorder for said County certify that
the foregoing instrument of writing was on the 5th day of October
1994 at 1 o'clock 35 minutes P.M. duly filed in this office for record, and
the same is truly recorded in the records in this office in book 984 on page 247
Witness my hand and official seal this 5th day of October, 1994
By Jerry Jordan JERRI JORDAN
DEPUTY RECORDER EX-OFFICIO RECORDER 21

45

COPY BOOK 0707 PAGE 107

STATE OF MISSOURI)
COUNTY OF WARREN) ss.

IN THE CIRCUIT COURT OF WARREN COUNTY, MISSOURI
DIVISION I

In re the Marriage of:

SHERRY, ALLAN D.,
SS# [REDACTED]

Petitioner,

CAUSE NO. CV5-93-53 DR

vs.

SHERRY, Carolyn R.
SS#487-46-5358

Respondent.

DECREE OF DISSOLUTION

Now on the 30th day of June, 1994, comes the Petitioner in person and by his attorney, MICHAEL S. WRIGHT, and the Respondent appears in person and with her counsel, TIMOTHY M. JOYCE. The parties having announced ready for hearing, the cause is now submitted to the Court upon the pleadings and proof adduced and the COURT FINDS:

That the parties have both been residents of the State of Missouri for Ninety (90) days next preceding the commencement of this action and that thirty (30) days have elapsed since the filing of the petition herein;

That there is no reasonable likelihood that the marriage between the parties can be preserved and the marriage is, therefore, irretrievably broken;

That no children were born as issue to this marriage;

That the Petitioner is not now pregnant;

That the Petitioner's social security number is [REDACTED] and the Respondent's social security number is [REDACTED];

That the Court has proper jurisdiction and venue to hear said dissolution;

That no agreement has been reached as to the distribution of marital property or the division of the marital debt of the parties;

That Respondent requested maintenance herein;

That Respondent has asked the Court to reinstate her maiden name of "COOPER";

That the Respondent does not have adequate financial resources with which to maintain this proceeding and asks that Respondent's reasonable attorneys fees be taxed to the Petitioner.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. That the marriage between the parties is hereby dissolved;
2. That the Petitioner shall pay to the Respondent the sum of \$400.00 per month as and for maintenance *which shall be modifiable;* 16
3. That the Respondent shall receive 15.5% of the husbands pension plan benefits from General Motors; both parties hereto shall execute the Qualified Domestic Relations Order necessary to effect said division of pension; and, the Court shall retain jurisdiction of this matter;
4. That the 15.5% of the pension and the \$400.00 per month maintenance are to be included in a Qualified Domestic Relations Order as one lump sum to be paid to the Respondent;
5. That the marital property of the parties hereto shall be distributed in the following manner, to-wit:

A. That the Petitioner shall have and receive as his share of the marital property, the following:

- (a) 1976 Pickup truck
- (b) Two (2) tractors
- (c) Mowers
- (d) Miscellaneous farm/tractor equipment and implements
- (e) One-half (1/2) of all furniture and furnishings (pictures and knickknacks)
- (f) One-half (1/2) of all household goods, including towels, bedding, dishes, utensils, pots, pans, etc.
- (g) Miscellaneous, jewelry, clothing and personal effects.

The Petitioner will indemnify and hold the Respondent harmless with respect to any liability therefor.

B. That the Respondent shall have and receive as her share of the marital property, the following:

- (a) 1984 Oldsmobile
- (b) Two (2) tractors
- (c) Mower
- (d) One-half (1/2) of all furniture and furnishings (pictures and knickknacks)
- (e) One-half (1/2) of all household goods, including towels, bedding, dishes, utensils, pots, pans, etc.
- (f) Miscellaneous jewelry, clothing and personal effects

The Respondent will indemnify and hold the Petitioner harmless with respect to any liability therefor.

C. The Petitioner and Respondent are the owners of the following described real estate situate in the County of Warren, State of Missouri, to-wit:

TRACT ONE:

A tract of land being part of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Thirty-three (33), Township Forty-seven (47) North, Range One (1) West, Warren County Missouri, and being described as follows:

Commencing at an Old Stone at the Southwest Corner of the Southeast Quarter of the Southeast Quarter; thence along the West line of the Southeast Quarter of the Southeast Quarter, North 0°-34' West 445.50 feet to an iron rod at the place of beginning of the said tract of land; thence continuing along the said West line, North 0°-24' West 148.50 feet to an iron rod; thence leaving the said West line, North 89°-08' East 880.03 feet to an iron rod; thence South 0°-24' East 148.50 feet to an iron rod; thence South 89°-08' West 880.03 feet to the place of beginning and containing 3.00 acres, more or less.

(known and numbered as 190 Shady Lane, Wright City, Missouri)

Together with 1985 Fleetwood Mobile Home, VIN NO. TNFL1AE392610273, located thereon.

EXCEPTING THEREFROM:

A strip of land Forty (40) feet wide for a Road Easement being part of the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Thirty-three (33), Township Forty-seven (47) North, Range One (1) West, County of Warren, State of Missouri, and being described as follows:

Beginning at an Old Stone at the Southwest Corner of the Southeast Quarter of the Southeast Quarter; and said stone is on the West line of the 40 foot wide strip of land; thence along the said West line of the 40 foot wide strip, and the West line of the East Half of the Southeast Quarter, North 0°-24' West 2203.98 feet to a point on the South right-of-way line of State Highway "M", and the end of the said 40 foot wide Road Easement. The said 40 foot wide strip lies on the East side of the above described line.

EXCEPTING THEREFROM:

A strip of land Ten (10) feet wide for a Utility Easement being part of the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Thirty-three (33), Township Forty-seven (47) North, Range One (1) West, County of Warren, State of Missouri, and being described as follows:

Commencing at an Old Stone at the Southwest Corner of the Southeast Quarter of the Southeast Quarter; thence along the South line of Section 33, North 89°-08' East 40.00 feet to the place of beginning of the West line of the said 10 foot wide strip of land; thence leaving the said South line of Section 33, and along the West line of the 10 foot wide strip of land, North 0°-24' West, parallel to the West line of the East Half of the Southeast Quarter to a point on the South right-of-way line of State Highway "M", and the end of the said 10 foot wide Utility Easement. The 10 foot wide strip of land lies on the East side of the above described line.

Said real property and the mobile home located thereon shall be the sole property of the Respondent and Respondent agrees to hold the Petitioner harmless on said property.

TRACT TWO:

A tract of land being part of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Thirty-three (33), Township Forty-seven (47) North, Range One (1) West, Warren County, Missouri, and being described as follows:

Commencing at an Old Stone at the Southwest Corner of the Southeast Quarter of the Southeast Quarter; thence along the West line of the Southeast Quarter of the Southeast Quarter, North 0°-24' West 148.50 feet to an iron rod at the place of beginning of the said tract of land; thence continuing along the said West line, North 0°-24' West 148.50 feet to an iron rod; thence leaving the said West line, North 89°-08' East 880.03 feet to an iron rod; thence South 0°-24' East 148.50 feet to an iron rod; thence South 89°-08' West 880.03 feet to the place of beginning and containing 3.00 acres, more or less (known and numbered as 196 and 198 Shady Lane, Wright City, Missouri)

EXCEPTING THEREFROM:

A strip to land Forty (40) feet wide for a Road Easement being part of the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Thirty-three (33), Township Forty-seven (47) North, Range One (1) West, County of Warren, State of Missouri, and being described as follows:

Beginning at an Old Stone at the Southwest Corner of the Southeast Quarter of the Southeast Quarter; and said stone is on the West line of the 40 foot wide strip of land; thence along the said West line of the 40 foot wide strip, and the West line of the East Half of the Southeast Quarter, North 0°-24' West 2203.98 feet to a point on the South right-of-way line of State Highway "H", and the end of the said 40 foot wide Road Easement. The said 40 foot wide strip lies on the East side of the above described line.

EXCEPTING THEREFROM:

A strip of land Ten (10) feet wide for a Utility Easement being part of the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Thirty-three (33), Township Forty-seven (47) North, Range One (1) West, County of Warren, State of Missouri, and being described as follows:

Commencing at an Old Stone at the Southwest Corner of the Southeast Quarter of the Southeast Quarter; thence along the South line of Section 33, North 89°-08' East 40.00 feet to the place of beginning of the West line of the said 10 foot wide strip of land; thence leaving the said South line of Section 33, and along the West line of the 10 foot wide strip of land, North 0°-24' West, parallel to the West line of the East Half of the Southeast Quarter to a point on the South right-of-way line of State Highway "H", and the end of the said 10 foot wide Utility Easement. The 10 foot wide strip of land lies on the East side of the above described line.

Said real property shall be the sole property of the Respondent and Respondent agrees to hold the Petitioner harmless on said property.

TRACT THREE:

A tract of land being part of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Thirty-three (33), Township Forty-seven (47) North, Range One (1) West, Warren County, Missouri, and being described as follows:

Beginning at an Old Stone at the Southwest Corner of the Southeast Quarter of the Southeast Quarter; thence along the West line of the Southeast Quarter of the Southeast Quarter, North 0°-24' West 148.50 feet to an iron rod; thence leaving the said West line, North 89°-08' East 880.03 feet to an iron rod; thence South 0°-24' East 148.50 feet to an iron rod; thence along the South line of Section 33, South 89°-08' West 880.03 feet to the place of beginning and containing 3.00 acres, more or less.

(known and numbered as 210 Shady Lane, Wright City, Missouri)

Together with 1972 Guerdon mobile home, VIN No. 30436, located thereon.

EXCEPTING THEREFROM:

A strip to land Forty (40) feet wide for a Road Easement being part of the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Thirty-three (33), Township Forty-seven (47) North, Range One (1) West, County of Warren, State of Missouri, and being described as follows:

Beginning at an Old Stone at the Southwest Corner of the Southeast Quarter of the Southeast Quarter; and said stone is on the West line of the 40 foot wide strip of land; thence along the said West line of the 40 foot wide strip, and the West line of the East Half of the Southeast Quarter, North 0°-24' West 2203.98 feet to a point on the South right-of-way line of State Highway "M", and the end of the said 40 foot wide Road Easement. The said 40 foot wide strip lies on the East side of the above described line.

EXCEPTING THEREFROM:

A strip of land Ten (10) feet wide for a Utility Easement being part of the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Thirty-three (33), Township Forty-seven (47) North, Range One (1) West, County of Warren, State of Missouri, and being described as follows:

Commencing at an Old Stone at the Southwest Corner of the Southeast Quarter of the Southeast Quarter; thence along the South line of Section 33, North 89°-08' East 40.00 feet to the place of beginning of the West line of the said 10 foot wide strip of land; thence leaving the said South line of Section 33, and along the West line of the 10 foot wide strip of land, North 0°-24' West, parallel to the West line of the East Half of the Southeast Quarter to a point on the South right-of-way line of State Highway "M", and the end of the said 10 foot wide Utility Easement. The 10 foot wide strip of land lies on the East side of the above described line.

Said real property and the mobile home located thereon shall be the sole property of the Petitioner and Petitioner agrees to hold the Respondent harmless on said property.

TRACT FOUR:

A tract of land being part of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Thirty-three (33), Township Forty-seven (47) North, Range One (1) West, Warren County, Missouri, and being described as follows:

Commencing at an Old Stone at the Southwest Corner of the Southeast Quarter of the Southeast Quarter; thence along the West line of the Southeast Quarter of the Southeast Quarter, North 0°-24' West 1034.23 feet to the place of beginning of the said tract of land; thence continuing along the said West line, North 0°-24' West 142.75 feet; thence leaving the said West line, North 89°-08' East 917.03 feet; thence South 0°-52' West 142.81 feet; thence South 89°-08' West 913.86 feet to the place of beginning and containing 3.00 acres, more or less. (known and numbered as 160 and 162 Shady Lane, Wright City, Missouri)

EXCEPTING THEREFROM:

A strip to land Forty (40) feet wide for a Road Easement being part of the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Thirty-three (33), Township Forty-seven (47) North, Range One (1) West, County of Warren, State of Missouri, and being described as follows:

Beginning at an Old Stone at the Southwest Corner of the Southeast Quarter of the Southeast Quarter; and said stone is on the West line of the 40 foot wide strip of land; thence along the said West line of the 40 foot wide strip, and the West line of the East Half of the Southeast Quarter, North 0°-24' West 2203.98 feet to a point on the South right-of-way line of State Highway "M", and the end of the said 40 foot wide Road Easement. The said 40 foot wide strip lies on the East side of the above described line.

EXCEPTING THEREFROM:

A strip of land Ten (10) feet wide for a Utility Easement being part of the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Thirty-three (33), Township Forty-seven (47) North, Range One (1) West, County of Warren, State of Missouri, and being described as follows:

Commencing at an Old Stone at the Southwest Corner of the Southeast Quarter of the Southeast Quarter; thence along the South line of Section 33, North 89°-08' East 40.00 feet to the place of beginning of the West line of the said 10 foot wide strip of land; thence leaving the said South line of Section 33, and along the West line of the 10 foot wide strip of land, North 0°-24' West, parallel to the West line of the East Half of the Southeast Quarter to a point on the South right-of-way line of State Highway "M", and the end of the said 10 foot wide Utility Easement. The 10 foot wide strip of land lies on the East side of the above described line.

Said real property shall be the sole property of the Respondent and Respondent agrees to hold the Petitioner harmless on said property.

TRACT FIVE:

The Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) and all that part of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) lying South of the Boonlick Road, all in Section Thirty-three (33), Township Forty-seven (47) North, Range One (1) West, County of Warren, State of Missouri, containing Sixty (60) acres, more or less.

EXCEPTING THEREFROM:

A tract of land being part of the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Thirty-three (33), Township Forty-seven North, Range One (1) West, County of Warren, State of Missouri, and being described as follows:

Beginning at an Old Iron Rod at the Southeast Corner of Section 33; thence along the South line of Section 33, South 89°-08' West 464.50 feet to an old iron rod; thence leaving the said South line, North 0°-24' West 594.00 feet to an old iron rod; thence North 89°-08' East 24.03 feet to an iron rod; thence North 0°-52' East 1269.30 feet to an iron rod on the South right-of-way line of State Highway "M"; thence along the said South line, South 69°-50' East 440.00 feet to an iron rod; thence leaving the said South line, and along the East line of Section 33, South 0°-25' East 1704.88 feet to the place of beginning and containing 18.00 acres, more or less.

EXCEPTING THEREFROM:

A tract of land being part of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Thirty-three (33), Township Forty-seven (47) North, Range One (1) West, County of Warren, State of Missouri, and being described as follows:

Commencing at an Old Stone at the Southwest Corner of the Southeast Quarter of the Southeast Quarter; thence along the West line of the Southeast Quarter of the Southeast Quarter, North 0°-24' West 297.00 feet to an iron rod at the place of beginning of the said tract of land; thence continuing along the said West line, North 0°-24' West 148.50 feet to an iron rod; thence leaving the said West line, North 89°-08' East 880.03 feet to an iron rod; thence South 0°-24' East 148.50 feet to an iron rod; thence South 89°-08' West 880.03 feet to the place of beginning and containing 3.00 acres, more or less.

(known and numbered as 194 Shady Lane, Wright City, Missouri)

EXCEPTING THEREFROM:

A tract of land being part of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Thirty-three (33), Township Forty-seven (47) North, Range One (1) West, County of Warren, State of Missouri, and being described as follows:

Commencing at an Old Stone at the Southwest Corner of the Southeast Quarter of the Southeast Quarter; thence along the West line of the Southeast Quarter of the Southeast Quarter North 0°-24' West 742.50 feet to the place of beginning of the said tract of land; thence continuing along the said West line, North 0°-24' West 148.50 feet; thence leaving the said West line, North 89°-08' East 880.03 feet; thence South 0°-24' East 148.50 feet; thence South 89°-08' West 880.03 feet to the place of beginning and containing 3.00 acres, more or less.

(known and numbered as 174-176 Shady Lane, Wright City, Missouri)

EXCEPTING THEREFROM the real property hereinabove described in Tract One, Tract Two, Tract Three and Tract Four.

EXCEPTING THEREFROM:

A strip of land Forty (40) feet wide for a Road Easement being part of the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Thirty-three (33), Township Forty-seven (47) North, Range One (1) West, County of Warren, State of Missouri, and being described as follows:

Beginning at an Old Stone at the Southwest Corner of the Southeast Quarter of the Southeast Quarter; and said stone is on the West line of the 40 foot wide strip of land; thence along the said West line of the 40 foot wide strip, and the West line of the East Half of the Southeast Quarter, North 0°-24' West 2203.98 feet to a point on the South right-of-way line of State Highway "H", and the end of the said 40 foot wide Road Easement. The said 40 foot wide strip lies on the East side of the above described line.

EXCEPTING THEREFROM:

A strip of land Ten (10) feet wide for a Utility Easement being part of the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Thirty-three (33), Township Forty-seven (47) North, Range One (1) West, County of Warren, State of Missouri, and being described as follows:

Commencing at an Old Stone at the Southwest Corner of the Southeast Quarter of the Southeast Quarter; thence along the South line of Section 33, North 89°-08' East 40.00 feet to the place of beginning of the West line of the said 10 foot wide strip of land; thence leaving the said South line of Section 33, and along the West line of the 10 foot wide strip of land, North 0°-24' West, parallel to the West line of the East Half of the Southeast Quarter to a point on the South right-of-way line of State Highway "H", and the end of the said 10 foot wide Utility Easement. The 10 foot wide strip of land lies on the East side of the above described line.

Said real property shall be the sole property of the Petitioner and Petitioner agrees to hold the Respondent harmless on said property

6. That the marital debt of the parties shall be divided as follows,
to-wit:

A. The Petitioner shall be responsible for the payment of the
following debts:

- (a) \$3,800.00 - South County Urological
- (b) \$7,400.00 - St. Anthony's Medical
- (c) Any and all real estate taxes due, past due or to become due
on the property located at 210 Shady Lane, 154 East Highway
M, 160 East Highway and 150 East Highway M
- (d) One-half (1/2) of the following debts:
 - (1) \$2,700.00 - VISA
 - (2) \$3,000.00 - Sears
 - (3) \$ 900.00 - Discover
 - (4) \$5,000.00 - Citi Bank
 - (5) \$1,000.00 - First Bank VISA
 - (6) \$5,000.00 - First Bank
 - (7) \$5,000.00 - Bessie Sherry
 - (8) \$25,400.00 - Federal and State taxes
 - (9) \$1,000.00 - Loy Cooper
 - (10) \$1,000.00 - Harry Blair
 - (11) \$ 500.00 - Bob Emery
 - (12) \$ 700.00 - Dr. Paz, DDS.
 - (13) \$2,700.00 - Chemical Bank

B. The Respondent shall be responsible for the payment of the
following debts:

- (a) Any and all real estate taxes due, past due or to become due
on the property located at 196 - 198 Shady Lane, 190 Shady
Lane, 160 - 162 Shady Lane
- (b) One-half (1/2) of the following debts:
 - (1) \$2,700.00 - VISA
 - (2) \$3,000.00 - Sears
 - (3) \$ 900.00 - Discover
 - (4) \$5,000.00 - City Bank
 - (5) \$1,000.00 - First Bank VISA
 - (6) \$5,000.00 - First Bank
 - (7) \$5,000.00 - Bessie Sherry
 - (8) \$25,400.00 - Federal and State taxes
 - (9) \$1,000.00 - Loy Cooper
 - (10) \$1,000.00 - Harry Blair
 - (11) \$ 500.00 - Bob Emery
 - (12) \$ 700.00 - Dr. Paz, DDS
 - (13) \$2,700.00 - Chemical Bank

Petitioner and Respondent agree to indemnify and save the other harmless with
respect to any liability for the above listed debts.

7. That the Respondent's maiden name of "COOPER" shall be reinstated to her and that her name shall henceforth be "CAROLYNE R. COOPER".

8. That the costs of this action shall be taxed to the Petitioner.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Petitioner shall pay to Respondent's attorney, TIMOTHY M. JOYCE, the sum of TWO THOUSAND DOLLARS (\$2,000.00) attorney's fees in addition to the amounts already paid and that said sum shall be paid directly to Timothy M. Joyce, who may enforce this Order in his name and be a lien in favor of Timothy M. Joyce and that execution shall lie thereon.

Done in Open Court the day and year first above written.

BY THE COURT:

[Signature]
Honorable Keith M. Sutherland
Judge of the Circuit Court - Div. II

STATE OF MISSOURI }
COUNTY OF WARREN }

I, CIRCUIT CLERK AND EX-OFFICIO RECORDER OF DEEDS OF WARREN COUNTY, CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL DOCUMENT IN MY CUSTODY.

WITNESS MY HAND AND SEAL THIS 13

DAY OF July, 1945

CAROLYN M. FRICK, CLERK & RECORDER

[Signature]
DEPUTY



STATE OF MISSOURI }
County of Warren }

ss. In Recorder's Office

I, the undersigned, Clerk of Circuit Court and ex-officio Recorder for said County certify that the foregoing instrument of writing was on the 13 day of July, 1945 at 10 o'clock 45 minutes A. M., duly filed in this office for record; and the same is truly recorded in the records in this office in book 207 on page 103.
Witness my hand and official seal this 13 day of July, 1945

By *[Signature]*
DEPUTY RECORDER

CAROLYN M. FRICK
EX-OFFICIO RECORDER

45



THIS INDENTURE, Made on the 29th day of September A. D. One Thousand Nine
Hundred and Eighty-two by and between

Ora Pauk and Viola Pauk, both single persons

of the County of Warren in the State of Missouri, Parties of the First Part, and

Allan D. Sherry and Carolyn Sherry,
husband and wife,

as tenants by the entirety and to the survivor thereof

of the County of Warren, in the State of Missouri, Parties of the Second Part:

(mailing address of said first named grantee is

).

WITNESSETH, That the said parties of the First Part, in consideration of the sum of

ONE DOLLAR AND OTHER VALUABLE CONSIDERATION

100

~~XXXXXX~~

to them paid by the said parties of the Second Part, the receipt of which is hereby acknowledged, do by these

presents, Grant, Bargain and Sell, Convey and Confirm, unto the said parties of the Second Part their heirs and assigns,

the following described Lots, Tracts or Parcels of Land, lying, being and situate in the County of Warren
and State of Missouri, to-wit: ~~XXX~~

The Southeast Quarter of the Southeast Quarter and all that
part of the Northeast Quarter of the Southeast Quarter lying
South of the Boonslick Road. all in Section Thirty-three (33),
Township Forty-seven (47) North, Range One (1) West containing
60 acres, more or less.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto
belonging or in anywise appertaining unto the said parties of the Second Part, and unto their heirs and assigns,

FOREVER, the said Ora Pauk and Viola Pauk

hereby covenanting that they are lawfully seized of an indefeasible Estate in Fee in the premises herein conveyed; that

they have good right to convey the same; that the said premises are free and clear of any encumbrance done or

suffered by them or those under whom they claim, and that they will WARRANT AND

DEFEND the title to the said premises unto the said parties of the Second Part, and unto their heirs and assigns,
FOREVER, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the First Part have hereunto set their hands
the day and year first above written.

Signed and Delivered in the presence of us,

Ora Pauk
Ora Pauk

Viola Pauk
Viola Pauk

STATE OF MISSOURI, }
COUNTY OF _____ } ss. On this _____ day of _____ 19____
before me personally appeared _____
and _____

his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office
in _____ the day and year first above written.

My term expires _____ 19____.

STATE OF MISSOURI, }
COUNTY OF WARREN } ss. On this 29th day of September 1982
before me personally appeared Ora Pauk and Viola Pauk

to me known to be the person--Sdescribed in and who executed the foregoing instrument, and acknowledged that---they---executed
the same as---their---free act and deed. And the said---Ora Pauk and Viola Pauk

further declared---themselves---to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office
in Warrenton, Missouri the day and year first above written.

My term expires September 26 1986

Jacqueline C. Schettler
Jacqueline C. Schettler

STATE OF MISSOURI, }
COUNTY OF _____ } ss. IN THE RECORDER'S OFFICE.

I, _____, Recorder of said County, do hereby certify that the within
instrument of writing was, at _____ o'clock and _____ minutes _____ M., on the _____ day of _____

A. D. 19____, duly filed for record in my office, and is recorded in the records of this office, in book _____ at page _____

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at

_____, this _____ day
of _____ A. D. 19____.

RECORDER.

2246
GENERAL WARRANTY DEED
FROM _____
TO _____

Filed for Record this 4th day of October, A. D. 1982
at 9 o'clock 35 minutes A. M.
Carolee M. Fries
Lutz V. Stautmann

RECORDED

Under this Deed the Taxes for the current year and any out-
standing liens for any local assessment will fall on the Grantor,
unless a clause to the contrary be inserted.

STANDARD FORM

This Deed conforms precisely to the form of Printed War-
ranty Deed Records manufactured by the STANDARD PRINTING
Co., Hannibal, Mo., and now in use in many of the Counties
in Missouri.

RECORDER'S FEE \$ 6.00



Emma W *Edler* Pauk



Photo added by DL James

BIRTH 1882

Missouri, USA

DEATH 1973 (aged 90–91)

BURIAL Lippstadt Cemetery

Warrenton, Warren County, Missouri, USA

MEMORIAL ID 178784377

Family Members

Parents



Herman Heinrich Edward Edler
1855–1934



Mathilda Julie *Bohle* Edler
1860–1933

Spouse

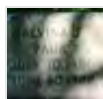


Ernst Heinrich Pauk
1871–1963

Siblings



Albert Wilhelm Edler
1884–1937



Alvina Johanna *Edler* Pauk
1886–1922



Edward H Edler
1888–1976



Alma Friedericke *Edler* Kunze
1894–1973

Children



Ora H Pauk
1906–1985



Warner F Pauk
1910–1994



Viola Matilda Pauk
1912–1999



Orgain J. Pauk
1919–2011

Created by: DL James

Added: 26 Apr 2017

Find a Grave Memorial ID: **178784377**



citing Lippstadt Cemetery, Warrenton, Warren County, Missouri,
USA; Maintained by DL James (contributor 46994913).



No. 787 Rev. GENERAL WARRANTY DEED.

PRINTED AND FOR SALE BY STANDARD PRINTING CO., HANSTRAAL, MO.

THIS INDENTURE, Made on the **Sixteenth** day of **February** A. D. One Thousand Nine
Hundred and **Sixty-six** by and between

Emma Pauk, widow of Ernst Pauk, Deceased

of the County of **Warren** in the State of **Missouri**, Part **y** of the First Part, and

Emma Pauk, Ora Pauk and Viola Pauk,
as joint tenants and not as tenants in common

of the County of **Warren**, in the State of **Missouri**, Part **ies** of the Second Part.

(mailing address of said first named grantee is **Route 1, Wright City, Missouri**).

WITNESSETH, That the said part **y** of the First Part, in consideration of the sum of -----

ONE and **no** ¹⁰⁰ **DOLLARS,**

to **her** paid by the said part **ies** of the Second Part, the receipt of which is hereby acknowledged, do **es** by these

presents, Grant, Bargain and Sell, Convey and Confirm, unto the said part **ies** of the Second Part **their** heirs and assigns,

the following described Lots, Tracts or Parcels of Land, lying, being and situate in the County of **Warren**
and State of Missouri, to-wit: ~~the~~

The Southeast quarter of the Southeast quarter and all that part
of the Northeast quarter of the Southeast quarter lying south of the
Boonslick Road, all in Section Thirty-three (33), Township Forty-seven
(47), North, Range One (1) West, containing 60 acres, more or less.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto
belonging or in anywise appertaining unto the said part **ies** of the Second Part, and unto **their** heirs and assigns,

FOREVER, the said **Emma Pauk**

hereby covenanting that **she is** lawfully seized of an indefeasible Estate in Fee in the premises herein conveyed; that

she has good right to convey the same; that the said premises are free and clear of any encumbrance done or
suffered by **her** or those under whom **she** claims, and that **she** will WARRANT AND

DEFEND the title to the said premises unto the said parties of the Second Part, and unto **their** heirs and assigns,
FOREVER, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said part **y** of the First Part has hereunto set **her** hand
the day and year first above written.

Signed and Delivered in the presence of us,

Emma Pauk

STATE OF MISSOURI,
COUNTY OF _____ } ss. On this _____ day of _____ 19____
before me personally appeared _____
and _____
his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same
as their free act and deed.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office
in _____ the day and year first above written.
My term expires _____ 19____

STATE OF MISSOURI,
COUNTY OF Warren } ss. On this 16th day of February 66
before me personally appeared Emma Pauk, widow of Ernst Pauk, Deceased
to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed
the same as her free act and deed. And she said Emma Pauk
further declared herself to be single and unmarried.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office
in Warrenton, Missouri the day and year first above written.
My term expires September 10, 68
Alvin J. Jurgensmeyer
Notary Public

STATE OF MISSOURI,
COUNTY OF _____ } ss. IN THE RECORDER'S OFFICE
I, _____, Recorder of said County, do hereby certify that the within
instrument of writing was, at _____ o'clock and _____ minutes _____ M., on the _____ day of _____
A. D. 19____, duly filed for record in my office, and is recorded in the records of this office, in book _____ at page _____
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at
_____ this _____ day
of _____ A. D. 19____.

Recorder.

60122

GENERAL WARRANTY DEED	
FROM	TO
Emma Pauk, widow of Ernst Pauk, Deceased	Emma Pauk, Ora Pauk and Viola Pauk, as joint tenants
Filed for Record this 16th day of Feb. A.D. 1966	Recorded this 21st day of Feb. A.D. 1966
This deed conforms precisely to the form of Printed Warranty Deed furnished by the STANDARD PRINTER, Inc., and now in use in many of the Counties of Missouri.	
RECORDED'S FEES	1.20



200907186

RECORDED ON
12/02/2009 10:24:28AM
REC FEE: 60.00
PAGES: 13

JERRI JORDAN
EX-OFFICIO RECORDER OF DEEDS
WARREN COUNTY, MO

After Recording Return To:
CHERRY CREEK MORTGAGE CO., INC.
7600 EAST ORCHARD ROAD #250-N
GREENWOOD VILLAGE, CO 80111

[Space Above This Line For Recording Data]

DEED OF TRUST

Date of Document: **NOVEMBER 23, 2009**

KOLBERG
Loan #: 941900248
MIN: 100030209419002489
PIN: 04-33.0-0-00-009.000

Grantor(s): **JILL D. KOLBERG AND CHARLES KOLBERG, WIFE AND HUSBAND**

Grantor's Address: **13140 STATE HIGHWAY M, WRIGHT CITY, MO 63390**

Grantee: **Mortgage Electronic Registration Systems, Inc. (MERS)**

Grantee's Mailing Address: **P.O. Box 2026, Flint, Michigan 48501-2026**

Property Address: **13140 STATE HIGHWAY M, WRIGHT CITY, MO 63390**

Legal Description:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Missouri Title Associates
601 E. Cherry St.
Troy, MO 63379

0910-00355

On page 13

DEFINITIONS

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

(A) "**Security Instrument**" means this document, which is dated **NOVEMBER 23, 2009**, together with all Riders to this document.

(B) "**Borrower**" is **JILL D. KOLBERG AND CHARLES KOLBERG, WIFE AND HUSBAND**. Borrower is the mortgagor under this Security Instrument.

(C) "**Lender**" is **CHERRY CREEK MORTGAGE CO., INC.**. Lender is a **CORPORATION** organized and existing under the laws of **THE STATE OF COLORADO**. Lender's address is **7600 E. ORCHARD RD #250-N, GREENWOOD VILLAGE, CO 80111**.

(D) "**Trustee**" is **MISSOURI TITLE ASSOCIATES**.

(E) "**MERS**" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument**. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "**Note**" means the promissory note signed by Borrower and dated **NOVEMBER 23, 2009**. The Note states that Borrower owes Lender **TWO HUNDRED FIVE THOUSAND AND 0000/100 Dollars (U.S. \$205,000.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **DECEMBER**

MISSOURI- Single Family -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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1, 2039.

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

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

(I) "**Riders**" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

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

(K) "**Community Association Dues, Fees, and Assessments**" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

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

(M) "**Escrow Items**" means those items that are described in Section 3.

(N) "**Miscellaneous Proceeds**" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "**Mortgage Insurance**" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "**Periodic Payment**" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "**RESPA**" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "**Successor in Interest of Borrower**" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants, bargains, sells, conveys and confirms to Trustee, in trust, with power of sale, the following described property located in the **COUNTY** (Type of Recording Jurisdiction) of **WARREN** (Name of Recording Jurisdiction):

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which currently has the address of **13140 STATE HIGHWAY M, WRIGHT CITY, Missouri 63390** ("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right:

MISSOURI- Single Family -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At

origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts

(including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

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

decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's

obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either

to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of

address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a

notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender or Trustee shall mail copies of a notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by Applicable Law. Trustee, without

demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property to any later time on the same date by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

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

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

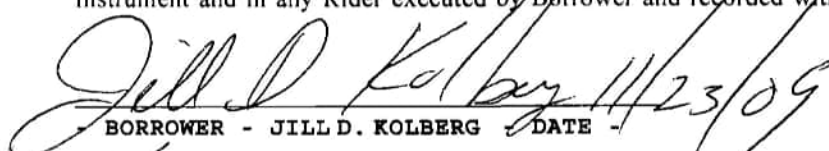
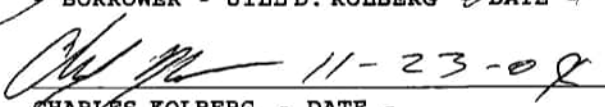
24. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall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

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

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

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

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


 BORROWER - JILL D. KOLBERG DATE - 11/23/09

 CHARLES KOLBERG - DATE - 11-23-09

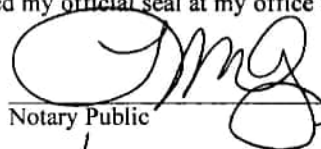
[Space Below This Line For Acknowledgment]

STATE OF MISSOURI

COUNTY OF WARREN

On this 23rd day of November 2009, before me personally appeared **JILL D. KOLBERG AND CHARLES KOLBERG, WIFE AND HUSBAND**, to me known to be the person(s) described in, and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

In testimony whereof I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.



Notary Public

LISA M. AVERY

(Printed Name)

My Commission Expires: 7/18/2010

A tract of land being part of the Northeast Quarter of the Southeast Quarter of Section 33, Township 47 North, Range 1 West, Warren County, Missouri and being described as follows: Commencing at an old stone at the Southwest Corner of the Southeast Quarter of the Southeast Quarter; thence along the West line of the East Half of the Southeast Quarter, North 00 degrees 24 minutes West 1764.94 feet to an iron rod; thence leaving the said West line, North 87 degrees 59 minutes East 423.21 feet to an iron rod at the place of beginning of the said tract of land; thence North 09 degrees 23 minutes East 270.06 feet to an iron rod; thence along South line of Missouri State Highway "M", South 69 degrees 57 minutes East 494.39 feet to an old iron rod; thence along the West line of a tract of land described in Book 550 at Page 259 of the Warren County Records, South 00 degrees 52 minutes West 256.53 feet to an iron rod; thence leaving the said West line, North 72 degrees 27 minutes West 529.16 feet to the place of beginning.

Also Known As: 13140 State Hwy M, Wright City, MO 63390

Δ

page 13

(0910-00355.PFD/0910-00355/12)



DocId:8015708

Tx:4013393

202303460

RECORDED ON

06/30/2023 11:37:46 AM

REC FEE 30.00

PAGES: 3

**CHRISTY BONSTELL
RECORDER OF DEEDS
WARREN COUNTY, MO**

[Space Above this Line for Recording Data]

Title(s) of Document: Request for Notice of Sale-MO

Date of Document: June 23, 2023

Grantor(s): CHARLES KOLBERG and JILL D KOLBERG f/k/a JILL D HARRELL

Grantor's Address: 13140 STATE HWY M , WRIGHT CITY, MO 63390

Grantee(s): CHERRY CREEK MORTGAGE CO., INC.

Grantee's Address: 5887 COPLEY DR, SAN DIEGO , CA 92111

Full Legal Description is located on page: 2

Reference Book(s) and Page(s), if required:

Recorder's no. DOCUMENT NUMBER 200907186 or in Book _____, Page _____, of the records of County of WARREN and State of Missouri.

Request for Notice of Sale

Return To:

Loan Department, Jonesburg State Bank
P.O. Box E
Jonesburg, MO 63351

The date of this Request for Notice of Sale is June 23, 2023

In accordance with *RSMo* 443.325, request is hereby made that notice of sale under the deed of trust (or mortgage) recorded on June 22, 2023, as Recorder's No. DOCUMENT NUMBER 200907186 or in Book _____, Page _____ of the records of County of WARREN and State of Missouri, the legal description of the property being:

A TRACT OF LAND BEING PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 47 NORTH, RANGE 1 WEST, WARREN COUNTY, MISSOURI AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT AN OLD STONE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE ALONG THE WEST TINE OF THE EAST HALF OF THE SOUTHEAST QUARTER, NORTH 00 DEGREES 24' WEST 1764.94 FEET TO AN IRON ROD; THENCE LEAVING THE SAID WEST LINE, NORTH 87 DEGREES 59' EAST 423.21 FEET TO AN IRON ROD AT THE PLACE OF BEGINNING OF THE SAID TRACT OF LAND; THENCE NORTH 09 DEGREES 23' EAST 270.06 FEET TO AN IRON ROD; THENCE ALONG SOUTH LINE OF MISSOURI STATE HIGHWAY "M", SOUTH 69 DEGREES 57' EAST 494.39 FEET TO AN OLD IRON ROD; THENCE ALONG THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 550 AT PAGE 259 OF THE WARREN COUNTY RECORDS, SOUTH 00 DEGREES 52' WEST 256.53 FEET TO AN IRON ROD; THENCE LEAVING THE SAID WEST LINE, NORTH 72 DEGREES 27' WEST 529.16 FEET TO THE PLACE OF BEGINNING. ,

Executed by CHARLES KOLBERG and JILL D KOLBERG f/k/a JILL D HARRELL as Grantor (or Mortgagor) in which CHERRY CREEK MORTGAGE CO., INC. is named as Beneficiary/Grantee (or Mortgagee) and MISSOURI TITLE ASSOCIATES as Trustee, be mailed to: Jonesburg State Bank

508 N Hwy 47
Warrenton, MO 63383

Lender

Jonesburg State Bank

a/an Missouri Bank Holding Company

 6-28-23
KYLE P SMITH **Date**
SENIOR VICE PRESIDENT

Acknowledgment

State of Missouri

County _____ of WARREN

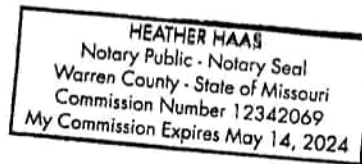
On this 23 day of June, 2023, before me, the undersigned notary, personally appeared KYLE P SMITH, personally known to me or proved to me through identification, which was a/an _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose as SENIOR VICE PRESIDENT for Jonesburg State Bank.



Notary Public

HEATHER HAAS

Notary Public Name



This notarial act was completed:

- ☒ In Person
☐ In Person Electronic
☐ Remote Online Notarization



DocId:8015710

Tx:4013395

202303462

RECORDED ON

06/30/2023 11:41:44 AM

REC FEE 54.00

PAGES: 11

**CHRISTY BONSTELL
RECORDER OF DEEDS
WARREN COUNTY, MO**

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Title(s) of Document: Deed of Trust With Future Advance Clause

Date of Document: June 23, 2023

Grantor(s): CHARLES KOLBERG , spouse of JILL D KOLBERG F/K/A JILL D HARRELL and
JILL D KOLBERG f/k/a JILL D HARRELL , spouse of CHARLES KOLBERG

Grantor's Address: 13140 STATE HWY M , WRIGHT CITY, MO 63390 and 13140 STATE HWY
M, WRIGHT CITY, MO 63390-0000

Grantee(s): Jonesburg State Bank

Grantee's Address: 508 N Hwy 47, Warrenton, MO 63383

Full Legal Description is located on page: 2

Reference Book(s) and Page(s), if required:

Book _____, page _____, of the records of the
County of WARREN and State of Missouri.

Deed of Trust

Return To:

Loan Department, Jonesburg State Bank
P.O. Box E
Jonesburg, MO 63351

The date of this Deed of Trust ("*Security Instrument*") is June 23, 2023.

Grantor

CHARLES KOLBERG
Spouse of JILL D KOLBERG F/K/A JILL D
HARRELL
JILL D KOLBERG f/k/a JILL D HARRELL
Spouse of CHARLES KOLBERG
13140 STATE HWY M
WRIGHT CITY, MO 63390

Trustee

DANIEL D ROBB
P.O. Box E
JONESBURG, MO 63351

Lender/Grantee

Jonesburg State Bank
Organized and existing under the laws of Missouri
508 N Hwy 47
Warrenton, MO 63383

1. Conveyance. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, bargains, sells, and conveys to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

A TRACT OF LAND BEING PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 47 NORTH, RANGE 1 WEST, WARREN COUNTY, MISSOURI AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT AN OLD STONE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER, NORTH 00 DEGREES 24' WEST 1764.94 FEET TO AN IRON ROD; THENCE LEAVING THE SAID WEST LINE, NORTH 87 DEGREES 59' EAST 423.21 FEET TO AN IRON ROD AT THE PLACE OF BEGINNING OF THE SAID TRACT OF LAND; THENCE NORTH 09 DEGREES 23' EAST 270.06 FEET TO AN IRON ROD; THENCE ALONG SOUTH LINE OF MISSOURI STATE HIGHWAY "M", SOUTH 69 DEGREES 57' EAST 494.39 FEET TO AN OLD IRON ROD; THENCE ALONG THE WEST LINE OF A TRACT OF LAND DESCRIBED IN

BOOK 550 AT PAGE 259 OF THE WARREN COUNTY RECORDS, SOUTH 00 DEGREES 52' WEST 256.53 FEET TO AN IRON ROD; THENCE LEAVING THE SAID WEST LINE, NORTH 72 DEGREES 27' WEST 529.16 FEET TO THE PLACE OF BEGINNING.

The property is located in County of WARREN ; the property has the address of 13140 STATE HWY M, WRIGHT CITY, Missouri 63390.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "*Property*").

2. Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time shall not exceed \$225,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

3. Secured Debt. The term "*Secured Debt*" is defined as follows:

- (A) Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, refinancings, modifications or substitutions.

The promissory note signed by JILL D KOLBERG and CHARLES KOLBERG (the "*Borrower*") and dated the same date as this Security Instrument (the "*Note*"). The Note states that Borrower owes Lender Three hundred eighty five thousand and 00/100 Dollars (U.S. \$385,000.00) plus interest. Borrower has promised to pay this debt in regular periodic payments and to pay the debt in full not later than March 23, 2024.

☒ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.

- (B) All present and future debts from Grantor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing.

- (C) All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

4. Limitations on Cross-Collateralization. The Security Instrument is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Security Instrument is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act (*Regulation X*) that are required for loans secured by the Property or if, as a result, the other debt would become subject to 10 U.S.C. 987 (the "*Military Lending Act*").

The Security Instrument is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (*Regulation Z*) that are required for loans secured by the Property.

5. Payments. Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

6. Warranty of Title. Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

7. Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:

- (A) To make all payments when due and to perform or comply with all covenants.
- (B) To promptly deliver to Lender any notices that Grantor receives from the holder.
- (C) Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

8. Claims Against Title. Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

9. Due on Sale or Encumbrance. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

10. Warranties and Representations. Grantor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Grantor or to which Grantor is a party.

11. Property Condition, Alterations and Inspection. Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.

12. Authority to Perform. If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument to the extent permitted by law. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

13. Assignment of Leases and Rents. Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "*Leases*") and rents, issues and profits (all referred to as "*Rents*"). In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Grantor will promptly provide Lender with true and correct copies of all existing and future Leases. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default under the terms of this Security Instrument.

Grantor agrees that this assignment is immediately effective between the parties to this Security Instrument. Grantor agrees that this assignment is effective as to third parties when Lender or Trustee takes affirmative action prescribed by law, and that this assignment will remain in effect during any redemption period until the Secured Debt is satisfied. Grantor agrees that Lender or Trustee may take actual possession of the Property without the necessity of commencing legal action and that actual possession is deemed to occur when Lender, or its agent, notifies Grantor of default and demands that any tenant pay all future Rents directly to Lender. On receiving notice of default, Grantor will endorse and deliver to Lender any payment of Rents in Grantor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Grantor warrants that no default exists under the Leases or any applicable landlord/tenant law. Grantor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

14. Leaseholds; Condominiums; Planned Unit Developments. Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

15. Default. Grantor will be in default if any party obligated on the Secured Debt fails to make payment when due. A significant impairment of Lender's prospect of any payment, performance, or ability to realize upon the property shall also constitute an event of default.

16. Remedies on Default. In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided

by law, the terms of the Secured Debt, this Security Instrument and any related documents, including without limitation, the power to sell the Property.

If there is a default, Trustee shall, in addition to any other permitted remedy, at the request of the Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

17. Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs. Except when prohibited by law, Grantor agrees to pay all of Lender's expenses if Grantor breaches any covenant in this Security Instrument. Grantor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include attorneys' fees (not exceeding 15% of the unpaid balance if referred to an attorney not a salaried employee of ours) and court costs. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.

18. Environmental Laws and Hazardous Substances. As used in this section, (1) "Environmental Law" means, without limitation, the *Comprehensive Environmental Response, Compensation and Liability Act* (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

- (A) Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does

not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.

- (B) Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- (C) Grantor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Grantor shall take all necessary remedial action in accordance with any Environmental Law.
- (D) Grantor shall immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

19. Condemnation. Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

20. Insurance. Grantor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding sentence can change during the term of the loan. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument. Grantor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on purchase of this insurance.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

21. Escrow for Taxes and Insurance. Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

22. Financial Reports and Additional Documents. Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.

23. Joint and Individual Liability; Co-Signers; Successors and Assigns Bound. All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.

24. Applicable Law; Severability; Interpretation. This Security Instrument is governed by *Mo. Rev. Stat. §443.055* and the law of the jurisdiction in which the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

25. Successor Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.

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

27. Notice. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address in this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.

28. Waivers. Except to the extent prohibited by law, Grantor waives all appraisal and homestead exemption rights relating to the Property.

Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable.

To protect you (Grantor) and us (Lender) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

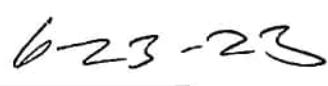
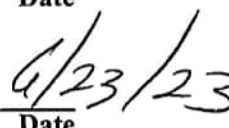
29. Other Terms. If checked, the following are applicable to this Security Instrument:

- ☐ **Fixture Filing.** Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the *Uniform Commercial Code*.
- ☐ **Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
- ☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Other:
- ☐ **Additional Terms.** _____

Signatures

By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated in this Security Instrument.

Grantor

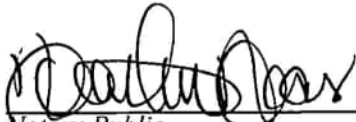
	
CHARLES KOLBERG	Date
	
JILL D KOLBERG f/k/a JILL D HARRELL	Date

Acknowledgment

State of Missouri

County _____ of WARREN

On this 23 day of June, 2023, before me, the undersigned notary,
personally appeared
CHARLES KOLBERG, married to JILL D KOLBERG F/K/A JILL D HARRELL,
personally known to me or proved to me through identification, which was a/an
Drivers License, to be the person whose name is signed on the preceding or
attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.



Notary Public

HEATHER HAAS

Notary Public Name

HEATHER HAAS Notary Public - Notary Seal Warren County - State of Missouri Commission Number 12342069 My Commission Expires May 14, 2024
--

☒ This notarial act was completed:

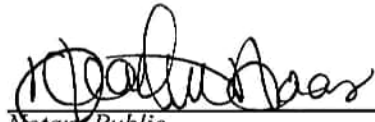
- ☒ In Person
☐ In Person Electronic
☐ Remote Online Notarization

Acknowledgment

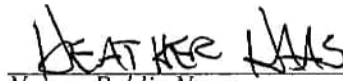
State of Missouri

County _____ of WARREN _____

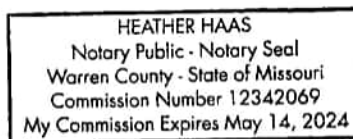
On this 23 day of June, 2023, before me, the undersigned notary,
personally appeared
JILL D KOLBERG f/k/a JILL D HARRELL, married to CHARLES KOLBERG,
personally known to me or proved to me through identification, which was a/an
Drivers License, to be the person whose name is signed on the preceding or
attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.



Notary Public



Notary Public Name



☒ This notarial act was completed:

- ☒ In Person
☐ In Person Electronic
☐ Remote Online Notarization

Loan Origination Organization: Jonesburg State Bank

NMLS ID: 411944

Loan Originator: KYLE P SMITH

NMLS ID: 611040

Name Search Result

Warren County - 12th Judicial Circuit

Displaying records returned for parties with a name of **kolberg, char** for **All** case types in **ALL** court locations on **11/30/2023**.

KOLBERG, CHARLES ERWIN

Case Type: CC Dissolution- w/o Children
Circuit: Circuit 12
Case Number: 02CV155367
Party Type: Petitioner
Address On File: WRIGHT CITY MO
Filing Date: 05/14/2002
County: Warren County
Style of Case: CHARLES ERWIN KOLBERG V DEBORAH JEANNE KOLBERG
Location: Circuit Division
Ocn:

Case Type: CC Adult Abuse w/o Stalking
Circuit: Circuit 12
Case Number: 02CV155338
Party Type: Respondent
Address On File: WRIGHT CITY MO
Filing Date: 05/07/2002
County: Warren County
Style of Case: PROTECTION ORDER
Location: Circuit Division
Ocn:

KOLBERG, CHARLES JASON

Case Type: AC Felony
Circuit: Circuit 12
Case Number: 05A8-CR00869
Party Type: Defendant
Address On File: OLD MONROE MO
Filing Date: 07/07/2005
County: Warren County
Style of Case: ST V CHARLES J KOLBERG
Location: Associate Division
Ocn: 98950035

Case Type: CC Felony
Circuit: Circuit 12
Case Number: 05A8-CR00869-01
Party Type: Defendant
Address On File: OLD MONROE MO
Filing Date: 12/13/2005
County: Warren County
Style of Case: ST V CHARLES J KOLBERG
Location: Circuit Division
Ocn: 98950035

Case Type: AC TR State Traffic Ticket
Circuit: Circuit 12
Case Number: 060220477
Party Type: Defendant
Address On File: OLD MONROE MO
Filing Date: 08/14/2006
County: Warren County
Style of Case: STATE V CHARLES J. KOLBERG
Location: Circuit Division
Ocn:

Case Type: AC TR State Traffic Ticket
Circuit: Circuit 12
Case Number: 060220477-01
Party Type: Defendant
Address On File: OLD MONROE MO
Filing Date: 02/26/2007
County: Warren County
Style of Case: STATE V CHARLES J. KOLBERG
Location: Circuit Division
Ocn:

Case Type: AC TR State Traffic Ticket
Circuit: Circuit 12
Case Number: 060220485
Party Type: Defendant
Address On File: OLD MONROE MO
Filing Date: 08/14/2006
County: Warren County
Style of Case: STATE V CHARLES J. KOLBERG
Location: Circuit Division
Ocn:

Case Type: AC TR State Traffic Ticket
Circuit: Circuit 12
Case Number: 060220485-01
Party Type: Defendant
Address On File: OLD MONROE MO
Filing Date: 02/26/2007
County: Warren County
Style of Case: STATE V CHARLES J. KOLBERG
Location: Circuit Division
Ocn:

Case Type: AC Misdemeanor
Circuit: Circuit 12
Case Number: 06BB-CR00033
Party Type: Defendant
Address On File: OLD MONROE MO
Filing Date: 01/11/2006
County: Warren County
Style of Case: ST V CHARLES J KOLBERG
Location: Circuit Division
Ocn: 98943986

Case Type: AC Misdemeanor
Circuit: Circuit 12
Case Number: 06BB-CR00834
Party Type: Defendant
Address On File: OLD MONROE MO
Filing Date: 08/14/2006
County: Warren County
Style of Case: STATE V CHARLES J. KOLBERG
Location: Circuit Division
Ocn: K1000672

Displaying records returned for parties with a name of **kolberg, char** for **All** case types in **ALL** court locations on **11/30/2023**.

Name Search Result

Warren County - 12th Judicial Circuit

Displaying records returned for parties with a name of **kolberg, jill** for **All** case types in **ALL** court locations on **11/30/2023**.

KOLBERG, JILL DIANA

Case Type: Municipal Ordinance - Traffic

Circuit: Circuit 12

Case Number: 170010857

Party Type: Defendant

Address On File: WRIGHT CITY MO

Filing Date: 07/05/2018

County: Warren County

Style of Case: TRUESDALE V JILL DIANA KOLBERG

Location: Circuit Division

Ocn:

Displaying records returned for parties with a name of **kolberg, jill** for **All** case types in **ALL** court locations on **11/30/2023**.

Name Search Result

Warren County - 12th Judicial Circuit

Displaying records returned for parties with a name of **harrell, jill** for **All** case types in **ALL** court locations on **11/30/2023**.

HARRELL, JILL D

Case Type: CC Dissolution- w/ Children
Circuit: Circuit 12
Case Number: 02CV155745
Party Type: Petitioner
Address On File: WRIGHT CITY MO
Filing Date: 09/04/2002
County: Warren County
Style of Case: JILL DIANA HARRELL V ROBERT MICHAEL HARRELL
Location: Circuit Division
Ocn:

HARRELL, JILL DIANA

Case Type: Municipal Ordinance - Traffic
Circuit: Circuit 12
Case Number: 990598720
Party Type: Defendant
Address On File: WRIGHT CITY MO
Filing Date: 06/09/2004
County: Warren County
Style of Case: TRUESDALE V JILL DIANA HARRELL
Location: Associate Division
Ocn:

Displaying records returned for parties with a name of **harrell, jill** for **All** case types in **ALL** court locations on **11/30/2023**.

Title Search Report Legal Description

A tract of land being part of the Northeast Quarter of the Southeast Quarter of Section 33, Township 47 North, Range 1 West, Warren County, Missouri and being described as follows: Commencing at an old stone at the Southwest Corner of the Southeast Quarter of the Southeast Quarter; thence along the West line of the East Half of the Southeast Quarter, North 00 degrees 24' West 1764.94 feet to an iron rod; thence leaving the said West line, North 87 degrees 59' East 423.21 feet to an iron rod at the place of beginning of the said tract of land; thence North 09 degrees 23' East 270.06 feet to an iron rod; thence along South line of Missouri State Highway "M", South 69 degrees 57' East 494.39 feet to an old iron rod; thence along the West line of a tract of land described in Book 550 at page 259 of the Warren County Records, South 00 degrees 52' West 256.53 feet to an iron rod; thence leaving the said West line, North 72 degrees 27' West 529.16 feet to the place of beginning.