



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

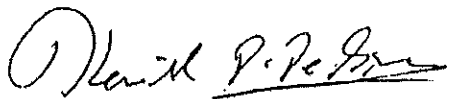
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

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

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance Issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

**COMMITMENT CONDITIONS****1. DEFINITIONS**

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

- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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Form 50201429 (2-6-23)





5. LIMITATIONS OF LIABILITY

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

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

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

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9. CLAIMS PROCEDURES

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

10. CLASS ACTION

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

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

Issuing Agent: Accurate Land Title Company
Issuing Office: Accurate Land Title Company
Issuing Office's ALTA® Registry ID: 1069460
Loan ID Number:
Commitment Number: 2024-1169
Issuing Office File Number: 2024-1169
Property Address: 137 Acres M/L 5744 Highway Z, Monroe City, MO 63456
Revision Number:

SCHEDULE A

1. Commitment Date: December 30, 2024
2. Policy to be issued:
 - a. 2021 ALTA® Owners Policy
Proposed Insured: INFORMATIONAL – BUYER AT AUCTION
Proposed Amount of Insurance: \$
The estate or interest to be insured:
 - b. 2021 ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured:
 - c. 2021 ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is: *fee*
4. The Title is, at the Commitment Date, vested in: **Gale Behring and Richelle M. Behring, Husband and Wife.**
5. The Land is described as follows:

The Northeast Quarter (NE-1/4) of Section Seventeen (17), Township Fifty-Seven (57) North, Range Seven (7) West, except Seven (7) acres out of the Northeast corner thereof, and except that portion of same conveyed to the State of Missouri for road purposes, in Marion County, Missouri. **FURTHER EXCEPTNG THEREFROM:** A tract of land containing 8.0 acres, more or less, conveyed to William D. Elliott, a Single Person, and Karen A. Stover, a Single Person, by General Warranty Deed dated April 13, 2007, and filed of record April 24, 2007, in Book 567 at Page 8002 as Document #58397 of the Deed Records of Marion County, Missouri.

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FIRST AMERICAN TITLE INSURANCE COMPANY
By: Accurate Land Title Company

By: _____

Lane Harris
Authorized Signatory

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SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. General Warranty Deed from Gale Behring and Richelle M. Behring, Husband and Wife, to "To Be Determined", must be executed, acknowledged, delivered and recorded.
6. The Owner's Affidavit must be fully executed and returned to Accurate Land Title Company.

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SCHEDULE B, PART II—Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encumbrance, violation, variation or adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), that would be disclosed by an accurate and complete land title survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law, unless such lien is shown by the Public Records at Date of Policy.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. The lien of the General Taxes for the year 2025, and thereafter.

NOTE: For informational purposes only we submit the following tax figures and property address, if known. We assume no liability for the correctness of same. Based upon information provided by us by the public authorities: The 2024 County Taxes are paid in the amount of \$241.52. The parcel number is 013.04.17.0.00.002.000.

8. Right of Way granted to the State of Missouri, dated October 17, 1936, and filed of record November 16, 1936, in Book 347 at Page 153 of the Deed Records of Marion County, Missouri.
9. Right of Way granted to the State of Missouri, dated March 10, 1948, and filed of record March 15, 1948, in Book 399 at Page 146 of the Deed Records of Marion County, Missouri.

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10. Right of Way Easement granted to Marion County Public Water Supply District No. 1 of Marion county, Missouri, dated November 13, 1985, and filed of record July 2, 1986, in Book 546 at Page 2161 of the Deed Records of Marion County, Missouri.

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Form 50120429 (8-5-22)



MARION COUNTY, MISSOURI

REAL ESTATE TAX BILL

TAX YEAR 2024 RECEIPT

ACCOUNT P13509



TR# 425869

840238

PARCEL ID 013.04.17.0.00.002.000

Description:

ALL THE NE. 1/4, EXC. 7@ OUT OF NE. COR.
THEREOF, & EXC. R/W EXC. 40@ BEING SE NE &
EXC. 8

Sec: 17 Twp: 57 Rng: 7 Acres: 137.000

ADDRESS: 5744 HWY. Z

ASSESSED VALUE

| | |
|--------------|--------------|
| Residential | 0 |
| Agricultural | 3,950 |
| Commercial | 0 |
| TOTAL | 3,950 |

WHERE YOUR TAXES GO

| | |
|------------------|---------------|
| STATE | 1.19 |
| COUNTY | 5.33 |
| SPEC.RD/BRDG. | 12.45 |
| NURS.HOME | 5.45 |
| HANDICAP | 5.14 |
| COUNTY HEALTH | 3.46 |
| SCH. MONROE R-1 | 188.65 |
| AMB.-MONROE | 6.02 |
| MONROE CITY FIRE | 13.83 |
| TOTAL TAX | 241.52 |

BEHRING, GALE M. & RICHELLE M.
839 CO. RD. 206
HUNNEWELL, MO 63443-2016

PAID

12/13/2024

Ck# 1640

Notes: PD in person by Richelle - BS

46622

Doc# 46622
Book 565
Page 609 - 610
Filed and Recorded
01/07/2005
04:02:48 PM
MARION COUNTY
JOHN E. YANCEY
RECORDER OF DEEDS

D.C.

N 1/2 NE JC Schmidt 71913
S 1/2 NE Cora Schmidt

GENERAL WARRANTY DEED

THIS DEED, Made and entered into this 7th day of January, 2005, by and between James Morris Klein and Ruby B. Klein, his wife, of the County of Monroe, State of Missouri, Grantors, hereinafter referred to as parties of the first part, and Gale Behring and Richelle M. Behring, husband and wife, as tenants by the entirety, of the County of Marion, State of Missouri, Grantees, hereinafter referred to as parties of the second part (mailing address of said grantees is 839 County Road 206, Hunnewell, Missouri 63443).

WITNESSETH, that the said Parties of the First Part, for and in consideration of the sum of Ten Dollars and other valuable considerations 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, the following described Real Estate, situated in the County of Marion and State of Missouri, to wit:

The Northeast Quarter of Section Seventeen (17), Township Fifty-seven (57), Range Seven (7) West, except seven (7) acres out of the Northeast corner thereof, and except that portion of same conveyed to the State of Missouri for road purposes, in Marion County, Missouri.

Grantors hereby revoke the beneficiary designation contained in the Beneficiary Deed dated March 20, 1977, and filed of record March 26, 1997, in Book 557 at Page 3103 of the deed records of Marion County, Missouri.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Parties of the Second Part, and their successors and assigns, forever, the said James Morris Klein and Ruby B. Klein hereby covenanting that they are lawfully seized of an indefeasible estate in fee simple 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 their successors and assigns, forever, against the lawful claims 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.

James Morris Klein
James Morris Klein

Ruby B. Klein
Ruby B. Klein

STATE OF MISSOURI)
) SS.
COUNTY OF MONROE)

On this 7th day of January, 2005, before me personally appeared James Morris Klein and Ruby B. Klein, 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 in Monroe City the County and State aforesaid, the day and year first above written.

Samuel J. Sandifer
Samuel J. Sandifer Notary Public

SAMUEL J. SANDIFER
Notary Public - State of Missouri
Marion County
My Commission Expires: January 6, 2007

My Commission expires: January 6, 2007.

58397

Doc# 58397
Book 567 Page 8002

Doc# 58397
Book 567
Page 8002 - 8004
Filed and Recorded
04/24/2007
11:10:49 AM
MARION COUNTY
JANET L. DEARING
RECORDER OF DEEDS

(Space above reserved for Recorder of Deeds certification)

1. Title Of Document: General Warranty Deed
2. Date of Document: April 13, 2007
3. Grantor(s): Gale Behring and Richelle M. Behring, his wife
4. Grantee(s): William D. Elliott, a single person; and Karen A. Stover, a single person
5. Mailing Address: 280 Floridian Ave., Apt. B, St. Augustine, FL 32080
6. Legal Description:

A tract of land lying in the Northwest Quarter of the Northeast Quarter of Section 17, Township 57 North, Range 7 West, Marion County, Missouri and being more fully described as follows to-wit: Commencing at the North Quarter corner of said Section 17, thence North 89 degrees, 34 minutes and 44 seconds East along the North line of said Section 52.45 feet to a 5/8" iron pin on the East right-of-way of Missouri Route "Z" marking the True Point of Beginning; thence continue North 89 degrees, 34 minutes and 44 seconds East leaving said right-of-way and along said North line and along Marion County Route #238 a distance of 742.48 feet to a point from which a 5/8" iron pin bears South 00 degrees, 25 minutes and 16 seconds East 13.98 feet; thence South 00 degrees, 25 minutes and 16 seconds East leaving said North line 478.72 feet to a 5/8" iron pin; thence South 89 degrees, 34 minutes and 44 seconds West parallel with the North line of said Section 717.04 feet to a 5/8" iron pin on the East right-of-way of Missouri Route "Z"; thence Northerly along said right-of-way and along a 0.993 degree curve to the left having a central angle of 01 degree, 38 minutes and 00 seconds, an arc length of 164.49 feet and a chord of North 02 degrees, 55 minutes and 38 seconds West 164.48 feet to a 5/8" iron pin; thence North 03 degrees, 44 minutes and 37 seconds West along said right-of-way 314.92 feet to the Point of Beginning, containing 8.0 Acres, more or less, with the above described being subject to that portion now being used for public road purposes, and subject to other easements and rights-of-way of record or not of record, if any. As per survey #07-032 of Jason D. Janes, Missouri Professional Land Surveyor #2004017826 during March of 2007.

GENERAL WARRANTY DEED

THIS INDENTURE, Made on the 13th day of April A.D. Two Thousand Seven, by and between Gale Behring and Richelle M. Behring, his wife, of the County of Marion, State of Missouri, Parties of the First Part, and William D. Elliott, a single person, of the County of Alachua, State of Florida, Party of the Second Part: (mailing address of said first named grantee is 4809 NW 36th Place, Gainesville, FL 32606).

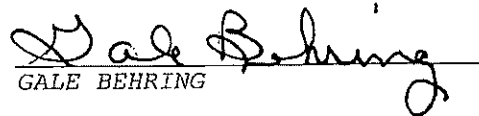
WITNESSETH, That the said parties of the First Part, in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, to them paid by the said party of the Second Part, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain and Sell, Convey and Confirm, unto the said party of the Second Part, his heirs and assigns, the following described Lots, Tracts or Parcels of Land, lying and being and situate in the County of Marion, and State of Missouri, to-wit:

A tract of land lying in the Northwest Quarter of the Northeast Quarter of Section 17, Township 57 North, Range 7 West, Marion County, Missouri and being more fully described as follows to-wit: Commencing at the North Quarter corner of said Section 17, thence North 89 degrees, 34 minutes and 44 seconds East along the North line of said Section 52.45 feet to a 5/8" iron pin on the East right-of-way of Missouri Route "2" marking the True Point of Beginning; thence continue North 89 degrees, 34 minutes and 44 seconds East leaving said right-of-way and along said North line and along Marion County Route #238 a distance of 742.48 feet to a point from which a 5/8" iron pin bears South 00 degrees, 25 minutes and 16 seconds East 13.98 feet; thence South 00 degrees, 25 minutes and 16 seconds East leaving said North line 478.72 feet to a 5/8" iron pin; thence South 89 degrees, 34 minutes and 44 seconds West parallel with the North line of said Section 717.04 feet to a 5/8" iron pin on the East right-of-way of Missouri Route "2"; thence Northerly along said right-of-way and along a 0.993 degree curve to the left having a central angle of 01 degree, 38 minutes and 00 seconds, an arc length of 164.49 feet and a chord of North 02 degrees, 55 minutes and 38 seconds West 164.48 feet to a 5/8" iron pin; thence North 03 degrees, 44 minutes and 37 seconds West along said right-of-way 314.92 feet to the Point of Beginning, containing 8.0 Acres, more or less, with the above described being subject to that portion now being used for public road purposes, and subject to other easements and rights-of-way of record or not of record,

if any. As per survey #07-032 of Jason D. Janes,
Missouri Professional Land Surveyor #2004017826 during
March of 2007.

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 party of the Second Part, and unto his heirs and
assigns, FOREVER, the said parties of the First Part 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 encumbrances done or suffered by them or under those
whom they claim, and that they will WARRANT AND DEFEND the title to the said
premises unto the said party of the Second Part, and unto his 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.


GALE BEHRING


RICHELLE M. BEHRING

STATE OF MISSOURI)
) SS
COUNTY OF MARION)

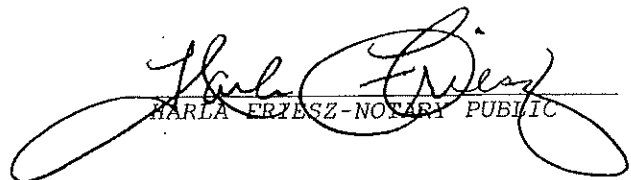
On this 13th day of April, 2007 before me Harla Friesz, a Notary Public in
and for said state, personally appeared Gale Behring and Richelle M. Behring, his
wife, to me known to be the persons described in and who executed the within
general warranty deed and acknowledged that they executed the same for the
purpose therein stated.

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

My Commission Expires



HARLA FRIESZ
My Commission Expires
January 26, 2009
Marion County
Commission #05469748


HARLA FRIESZ-NOTARY PUBLIC

A TRACT OF LAND Lying in the Northwest Quarter of the
NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 57 NORTH, RANGE 7 WEST,
MARION COUNTY, MISSOURI.
(AS MADE FOR GALE BEHRING)

BK 565 PG 525-4

1/4 SEC LINE

N 1/4 COR SECTION 17

N 89°13'58"E
2606.76'

N 89°34'44"E
52.45'

N 03°44'37"W
314.92'

D=0.993'

8.0 AC±
PARENT TRACT
BK 565 PG 609

742.48'
N 89°34'44"E

MARION COUNTY ROUTE #238

478.72'
S 00°25'16"E

BK 565 PG 609

13.98'

SEC 18
SEC 17

SEC 7
SEC 8

SEC 17

SEC 8

GRAPHIC SCALE

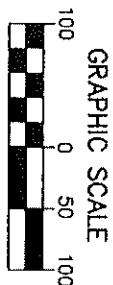
1 INCH = 100 FT.

100 0 50 100

▲ = STONE FOUND
○ = 5/8" IRON PIN SET

BK 565 PG 609

▲ = STONE FOUND
○ = 5/8" IRON PIN SET



1 INCH = 100 FT.



ASSUMED

THIS PLAN AS A RESULT OF A SURVEY MADE UNDER MY DIRECT SUPERVISION ON MARCH 22, 2007 REPRESENTS A TRUE AND ACCURATE RECORD OF SAID SURVEY AND WAS EXECUTED IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR RURAL PROPERTY BOUNDARY SURVEYS OF THE MISSOURI DEPARTMENT OF NATURAL RESOURCES.

JASON D. JAMES, P.L.S. #2004017826 -- MISSOURI

07-032 BK#32



Conveyance for State Highway Purposes.

This Indenture, Made this 17 day of October, A.D. 1936 by and between John C. Schmidt and Core L. Schmidt, his wife of the County of Marion, and State of Missouri, parties of the first part, and the State of Missouri, party of the second part,

Witnesseth, That the said parties of the first part, in consideration of the sum of One and No/100 Dollars, to them paid by the said party 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 party of the second part; its successors and assigns, the following described tracts or parcels of land, lying, being and situate in the County of Marion and in the State of Missouri, to wit:

A certain strip of land for a Supplementary State Highway, which lies on the right and left sides of the centerline of a certain proposed road known as Supplementary Route Z, Marion County, Missouri; said strip of land shall be laid off according to the angles, bearings, ties, distances, widths and 100 foot stations on the centerline, as shown by a set of plans of said proposed road on file in the office of the County Clerk at Potosi, Missouri; said strip of land is a part of the Northwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 17, Township 57 North, Range 7 West and is more particularly described as follows:

Beginning at the Northwest corner of the Northwest Quarter of the Northeast Quarter of Section 17, said corner is 9 feet West of Station 347+80 On the centerline of said proposed road; thence East 49 feet; thence South 3 degrees 38 minutes East 321.3 feet to a point 40 feet East of Station 351+01.3, which station is the point of curve of a 1 degree curve; thence Southeasterly on the arc of a curve to the right having a radius of 5789.7 feet 224.9 feet to a point 40 feet east of station 363+24.8, the point of tangent of said curve; thence South 1 degree 24 minutes East 515.3 feet to a point 40 feet East of Station 358+39.8, which station is the point of curve of a 3 degree curve; thence Southwesterly on the arc of a curve to the right having a radius of 1950.2 feet 226.8 feet to a point 40 feet Southeasterly at right angles to Station 360+02.1 the point of tangent of said curve; thence South 5 degrees 16 minutes West 361.5 feet to a point 40 feet Southeasterly at right angles to Station 364+23.6, which station is the point of curve of a 2 degree curve; thence Southwesterly on the arc of a curve to the left having a radius of 2824.9 feet, 388.4 feet to a point 40 feet east of station 387+16.1 the point of tangent of said curve; thence South 0 degrees 35 minutes East 721.9 feet to intersect the South Line of the Southeast Quarter of the Northeast Quarter of Section 17; thence West 40 feet to the Southwest corner of the Southeast Quarter of the Northeast Quarter of Section 17, said corner coincides with Station 374+38; thence North on the West line of the Southeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 17, a distance of 2858 feet to the point of beginning.

Hereinabove described tract of land contains 1.80 acres, more or less new right-of-way to be obtained and 1.68 acres in old road, making a total of 3.48 acres, more or less.

To have and to hold the premises aforesaid, for the purpose of constructing and maintaining a State Highway on the said land herein conveyed according to the plans of the State Highway Commission, with all and singular the rights, privileges, appurtenances and liabilities thereto belonging or in anywise appertaining, unto the said party of the second part, and unto its successors and assigns, Forever.

In witness whereof, The said parties of the first part have hereunto set their hands and seal, the day and year first above written.

John C. Schmidt
Core L. Schmidt

Witnessed by
Oney D. Bowen
Otis W. Christian

State of Missouri, }
County of Marion }

On this... day of .., 193.. before me personally appeared John C. Schmidt and Core L. Schmidt, his wife to as known to be the persons described in and who executed the foregoing instrument, who being duly sworn by me acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Potosi, Marion County, the day and year first above written. My term expires Jan 1st, 1936.

J. E. Briscoe
County Clerk

(Seal)

Filed for record November 16, 1936 at 8 A.M. Frances E. Johnson, Recorder.

399/146

RIGHT OF WAY DEED

This Indenture, made this 10th 2 March, 1948, by and between Elmer Kespohl and Ruth K Kespohl, his wife of the county of Marion and State of Missouri, parties of the first part, and the State of Missouri, acting by and through the State Highway Commission of Missouri, party of the Second Part.

Witnesseth: That the said parties of the first part, in consideration of the sum of Seventy and no/100 dollars, to them paid by the said party 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 party of the second part, its successors and assigns, the following described tracts or parcels of land, lying, being and situate in the county of Marion, State of Missouri, to-wit:

A strip of land which lies on the right and left sides of the centerline of a certain proposed Supplementary State Highway known as Route Z, Marion County, Missouri; said strip of land is a part of the $W\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 17, T.57N., R.7W and described as follows: (Station as used in this description being a reference to the 100 foot stations on the centerline of said Route Z)

Beginning at the northwest corner of the NE $\frac{1}{4}$ of said Sec. 17, said corner is 9 feet west of Station 347+80; thence East 49 feet; thence South $3^{\circ}38'$ East 321.3 feet to a point 40 feet east of Station 351+01.3 which Station is the P.O. of a 1° curve; thence southerly on a line curving to the right with a radius of 5769.7 feet tangent to last described line, 224.9 feet to

a point 40 feet east of Station 353+24.6, which Station is the P.T. of said curve; thence south 1°24' east tangent to last described curved line 515.3 feet to a point 40 feet east of Sta. 358+39.9, which Station is the P.C. of a 3°00' curve; thence southerly on a line curving to the right with a radius of 1950.1 feet tangent to last described line 226.8 feet to a point 40 feet southeasterly opposite Station 360+62.1, which Station is the P.T. of said curve; thence South 5°16' West, tangent to last described line 361.5 feet to a point 40 feet southeasterly opposite Station 364+23.6 which Station is the P.C. of a 2°00' curve; thence southerly on a line curving to the left with a radius of 2824.9 feet tangent to last described line 288.4 feet to a point 40 feet east, opposite Station 367+16.1, which Station is the P.T. of said curve; thence South 0°35' East tangent to last described line 721.9 feet to intersect at the south line of the said NE $\frac{1}{4}$; thence west 40 feet to the southwest corner of said NE $\frac{1}{4}$ which corner coincides with Station 374+38 thence north on the west line of said NE $\frac{1}{4}$ 2658 feet to the point of beginning.

Hereinabove described tract of land contains 1.80 acres more or less new right of way to be obtained and 1.68 acres in old road, making a total of 3.48 acres, more or less.

To Have and To Hold the premises aforesaid for the purpose of constructing and maintaining a state highway thereon or for the purposes above set out according to the plans of the State Highway Commission of Missouri, with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said party of the second part and unto its successors and assigns, Forever.

In Witness Whereof, the said parties of the first part has hereunto set their hands and seal the day and year first above written.

Elmer Kespohl

Ruth Kespohl

State of Missouri }
County of Monroe } ss Acknowledgment by Individuals

On this 10th day of March, 1948 before me personally appeared Elmer Kespohl and Ruth Kespohl to me known to be the persons described in and who executed the foregoing instrument, who being duly sworn by me acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Monroe County, the day and year first above written. My term expires May 11, 1949.

(SEAL)

Malone Gill
Notary Public, Title

Filed for Record March 15, 1948 at 9 A.M.

Eugene B. Poole, Recorder

C

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to JAMES MORRIS KLEIN and RUBY B. KLEIN, Husband and Wife, hereinafter referred to as GRANTORS (whether singular or plural), by Marion County Public Water Supply District #1 of Marion County, Missouri, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTORS do hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove underground pipelines and/or mains for the purpose of conveying water over, across, and through the land of the GRANTORS situate in Marion County, State of Missouri, said land being described as follows:

The Northeast Quarter (NE-1/4), except Seven (7) acres out of the Northeast corner thereof, and except that portion of same conveyed to the State of Missouri, for road purposes; the Southeast Quarter (SE-1/4) of the Northwest Quarter (NW-1/4). All in Section Seventeen (17), Township Fifty-Seven (57), Range Seven (7) West.

together with the right of ingress and egress over the adjacent lands of the GRANTORS, their successors and assigns, for the purpose of this easement.

The easement and right of way hereby granted covers a strip of land Twenty (20) feet in width, the centerline thereof to be located across said land as installed, over and across the above described land at the location of an underground pipeline and/or mains to be constructed and installed after the date hereof to convey water.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTORS, their successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTORS, their successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 13 day of November, 19 85.

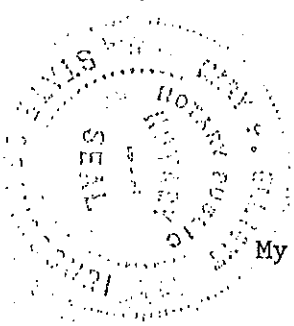
James Morris Klein
JAMES MORRIS KLEIN

Ruby B. Klein
RUBY B. KLEIN

STATE OF MISSOURI]
] ss.
 COUNTY OF Marion]

On this 13 day of December, 1985 before me personally appeared James Morris Klein and Ruby B. Klein, Husband and Wife, 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.



Jerry P. Sampson, Notary
 Public for Marion, County,
Mo.

My Commission Expires: 3-8-86

Filed for record July 2, 1986 at 9:00 A.M. Jerry P. Sampson, Recorder

State of Missouri)
 County of Marion) ss.

In the Recorder's Office

I, Jerry P. Sampson, Recorder of said County, do hereby certify that the within instrument of writing was at 9 o'clock and 00 minutes A Mon the 2 day of July AD. 19 86, duly filed for record in my office and is duly recorded in the records of this office in Book 546 at Page 2161.
 In WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Palmyra, Mo.
 this 2 day of July AD. 19 86.

Recorder