



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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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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Form 50201429 (2-6-23)





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:
Loan ID Number:
Commitment Number: 2026-0554
Issuing Office File Number: 2026-0554
Property Address: 507 Hope Street, Monroe City, MO 63456
Revision Number:

SCHEDULE A

1. Commitment Date: June 12, 2026
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: **Eric G. Wilper and Ryan A. Wilper, Co-Personal Representatives of the Estate of Katherine S. Wilper, Deceased.**
5. The Land is described as follows:

Lot Four (4) and West Half (W-1/2) of Lot Five (5) in Robey's Subdivision in Monroe City, Monroe County, Missouri.

FIRST AMERICAN TITLE INSURANCE COMPANY
By: Accurate Land Title Company

By: 
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. Personal Representative's Deed from Eric G. Wilper and Ryan A. Wilper, Co-Personal Representative's of the Estate of Katherine S. Wilper, Deceased, 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, or material 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 2026, 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 2025 County and City Taxes are paid in the amount of \$1,150.86. The parcel number is 02-6.0-13-4-08-012.000.

8. Subject to Plat of Robey's Subdivision filed of record June 24, 1968, in Plat Book H at Page 15 of the Deed Records of Monroe County, Missouri.
9. Easement granted to Charles Henry Friant and Ida Elizabeth Friant, and to their successors and assigns, for the purpose of installing and maintaining and repairing a water line and sewer to attach to the water line and sewer of the City of Monroe, dated June 11, 1970, and filed of record June 25, 1970, in Book 151 at Page 424 of the Deed Records of Monroe County, Missouri.

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MONROE COUNTY ONLINE TAX RECEIPT 2025 REAL ESTATE

Chrissy Graupman, Collector

WILPER, GERALD H. & KATHERINE SUE
C/O ERIC WILPER
8050 NE 102ND TERRACE
KANSAS CITY MO 64157-0000

PARCEL ID#: 02-6.0-13-4-08-012.000
SEC, TWN, RNG: 13-56-8
ACRES: 0.00
SITUS ADDRESS:

| Property Description | |
|---|---------------|
| LOT 4 & W 1/2 LOT 5 ROBEY SUB DIV MONROE CITY | |
| Residential | 16,280 |
| Agricultural | 0 |
| Commercial | 0 |
| SUBTOTALS | 16,280 |
| TOTAL VALUATION | |
| | 16,280 |

| Tax District | Levy per \$100 | Total Tax |
|-------------------|----------------|-----------------|
| STATE | 0.0300 | 4.88 |
| COUNTY | 0.2531 | 41.20 |
| HEALTH | 0.0895 | 14.57 |
| SHWS | 0.0895 | 14.57 |
| R1 MC | 4.6407 | 755.51 |
| MCSR | 0.2995 | 48.76 |
| M.C. | 0.9150 | 148.96 |
| MCRB | 0.2671 | 43.48 |
| MCAM | 0.1519 | 24.73 |
| MCFR | 0.3329 | 54.20 |
| Total Tax: | | 1,150.86 |

PAID

Date Paid: 12/30/2025

KEEP THIS PORTION FOR YOUR RECORDS

| | | | |
|--|------------------------------|----------------|--|
| VALIDATED BY Chrissy Graupman MONROE COUNTY COLLECTOR | | | |
| RECEIPT #: <u>9006593</u> | PAYMENT TYPE: _____ | | |
| DATE PAID: <u>12/30/2025</u> | AMOUNT PAID: <u>1,150.86</u> | PAID BY: _____ | |

REAL ESTATE TAX RECEIPTS CANNOT
BE USED TO LICENSE VEHICLES

Helmeri K. Mallow's Mutual

No. 788

GENERAL WARRANTY DEED

STANDARD—HARRISAL, MO.

STATE OF MISSOURI,
COUNTY OF Monroe

IN THE
RECORDER'S
OFFICE

THIS DEED, Made and entered into this Twenty-sixth day of September, 1972 by and between

I, Cecar J. Tawney, Recorder of said County, do hereby certify that the within instrument of writing was at 9 o'clock and 30 Minutes A.M., on the 28 day of September, A. D., 1972 duly filed for record in my office, and is recorded in the records of this office, in Book 160, at page 116

G. E. Robey and Gladys L. Robey, husband and wife

of the county of Monroe State of Missouri party or parties of the first part and

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Paris, Missouri, Missouri, this 28 day of September, A. D., 1972

Gerald H. Wilper and Katherine Sue Wilper, Husband and wife

By: Cecar J. Tawney Recorder of the county of Monroe State of Missouri party or parties of the second part.

(mailing address of said first named grantee is 401 E. Cleveland, Monroe City, Mo.)
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 Monroe and State of Missouri, to-wit:

Lot Four (4) and West Half of Lot Five (5) in Robey's Sub-division in Monroe City, Missouri.

97
42
137

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 their 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.

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.

D E P. A

Robeys Sub
Book H Pg 15
rec. 6/24/68

[Faint, mostly illegible typed text, likely the main body of a legal document or deed.]

[Handwritten signature or name, possibly "Robey" or similar.]

SIXTH
COUNT

IT IS HEREBY CERTIFIED THAT HIS
1885, BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED C. THURTELL
ROBEY AND GLADYS L. ROBEY HIS WIFE, KNOWN BY ME TO BE THE
PERSONS DESCRIBED IN, AND WHO EXECUTED THE FOREGOING INSTRUMENT
AND ACKNOWLEDGED SAME TO BE THEIR FREE ACT AND DEED

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL
ON THIS DAY AND YEAR LAST

1968 6-8-68

[Handwritten notes or scribbles on the left margin.]

[Faint typed text, possibly a notary's name or address.]



JUNE
24th
1968

[Faint typed text at the bottom of the page.]

[Handwritten notes or scribbles at the bottom right.]

Return Cedar Boulevard

151/424

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, C. Emmett Robey and wife, Gladys Robey, in consideration of the sum of One (\$1.00) Dollar to us paid by Charles Henry Friant and Ida Elizabeth Friant, and to their successors and assigns the right to enter upon the lands of the undersigned, situate in the County of Monroe and State of Missouri, to-wit:

A strip of ground ~~xxxxxxxxxxxxxxxx~~ immediately north of the 65 ft. of land this day conveyed by the said C. Emmett Robey and wife to said Charles Henry Friant and extending north to Hope Street in Monroe City, Missouri, said strip sold to said Friants being described as beginning at a point on north line of public road on south side of Sec. 13, Twp. 56, Range 8 West and 9.055 chains more or less West of west line of Oak St. in Monroe City, Mo.; thence East 65 ft; thence North 131.4 ft.; thence West 65 ft.; thence south to the point of beginning.

for the purpose of installing and maintaining and repairing a water line and sewer to attach to the water line and sewer of the City of Monroe on Hope St.

In witness whereof we have hereunto set our hands and seals this 11th day of June, 1970.

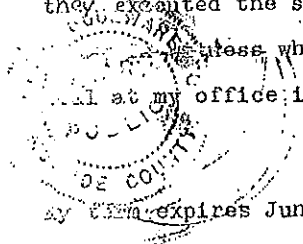
C. Emmett Robey
Gladys Robey

State of Missouri)
County of Monroe } ss.

On this 11th day of June, 1970, before me personally appeared C. Emmett Robey and wife, Gladys, 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 witness whereof I have hereunto set my hand and affixed my official seal at my office in said county the day and year first above written.

Kelma B. Bussard
Notary Public



Filed for record this 25 day of June, 1970 at 8 o'clock — MIN. A M.
by: Jeanne Lechliter, Deputy OSCAR L. TAWNEY, RECORDER