

FirstAmerican Title Insurance Company

SCHEDULE A

1. Commitment Date: January 9, 2026 at 08:30 AM
2. Policy to be issued:
 - a.
 - Proposed Insured: FOR INFORMATIONAL PURPOSES ONLY
 - Proposed Amount of Insurance:
 - The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple
4. The Title is, at the Commitment Date, vested in: ZACHARY J. SMITH, TRUSTEE OF THE ZACHARY J. SMITH REVOCABLE LIVING TRUST, DATED THE 25TH DAY OF JANUARY 2000.
5. The Land is described as follows:

TRACT 1: ALL OF THE EAST ONE-HALF OF THE NORTHEAST QUARTER AND THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 32, RANGE 30, BARTON COUNTY, MISSOURI.

TRACT 2: ALL OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER SECTION 19, TOWNSHIP 32, RANGE 29, BARTON COUNTY, MISSOURI.

TRACT 3: ALL OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER SECTION 18, TOWNSHIP 32, RANGE 29, BARTON COUNTY, MISSOURI.

TRACT 4: ALL OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 32, RANGE 29, BARTON COUNTY, MISSOURI, EXCEPT THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER.

Barton County Title Company, Inc.

By: 
BARTON COUNTY TITLE COMPANY, INC.

FirstAmerican Title Insurance Company

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 Deed of Trust to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

TO BE DETERMINED AFTER WE ARE INFORMED AS TO THE IDENTITY OF INSURED ON SCHEDULE A. THIS TITLE COMMITMENT IS FOR THE PURPOSE OF A TITLE SEARCH ONLY. SHOULD A TITLE POLICY BE REQUESTED, WE RESERVE THE RIGHT TO MAKE ADDITIONAL EXCEPTIONS AND/OR REQUIREMENTS.

Pay the full consideration to, or for the account of, the Grantors or Mortgagors.

Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

If there has been construction, improvements or repairs to or on the property in the last 12 months, or a portion or all of the loan proceeds will be used for such, then unrecorded mechanics lien coverage will not be furnished unless arrangements are made prior to closing. The Company reserves the request, but not limited to, the following: a mechanic lien indemnity agreement, satisfactory financial statements, affidavits and lien waivers. Failure to notify the company in writing before closing will invalidate any mechanic's lien coverage given in the policy.

NOTE: NO INQUIRY, SEARCH, OR EXAMINATION HAS BEEN MADE OF THE FEDERAL COURTS FOR PENDING BANKRUPTCY PROCEEDINGS.

Certified funds, which is either a cashier's check or wire transfer, MUST be brought to closing, made payable to Barton County Title Company.

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. Taxes for 2025 and all prior years are shown paid.
TRACT 1: 2025 TAX AMOUNT: \$301.02 PARCEL NO. 09-060-24-000-000-001000
TRACT 2: 2025 TAX AMOUNT: \$199.06 PARCEL NO. 10-040-19-000-000-005000

SCHEDULE B
(Continued)

TRACT 3: 2025 TAX AMOUNT: \$89.03 PARCEL NO. 10-040-18-000-000-004000
TRACT 4: 2025 TAX AMOUNT: \$408.56 PARCEL NO. 10-040-19-000-000-003000

2. DEED OF TRUST GIVEN BY ZACHARY J. SMITH, TRUSTEE OF THE ZACHARY J. SMITH REVOCABLE LIVING TRUST DATED JANUARY 25, 2000, A MISSOURI REVOCABLE TRUST, TO GEORGE D. NICHOLS, TRUSTEE FOR LAMAR BANK & TRUST COMPANY, DATED JANUARY 7, 2026, AND RECORDED JANUARY 7, 2026 IN BOOK 2026, PAGE 24, DEED OF TRUST RECORDS OF BARTON COUNTY, MISSOURI, SECURING A PROMISSORY NOTE DATED JANUARY 7, 2026 IN THE ORIGINAL PRINCIPAL AMOUNT OF \$1,653,000.00 AND SECURING FUTURE ADVANCES NOT TO EXCEED \$1,653,000.00, PURSUANT TO SECTION 443.055 RSMo.
3. TRACT 1: WATER LINE EASEMENT IN FAVOR OF PUBLIC WATER SUPPLY DISTRICT NO. 1 OF BARTON COUNTY, MISSOURI, RECORDED SEPTEMBER 2, 1970 IN BOOK 302 PAGE 90, DEED RECORDS OF BARTON COUNTY, MISSOURI.
4. TRACT 2 & 4: AGREEMENT FOR PERPETUAL RIGHT-OF-WAY RECORDED MAY 18, 1982, IN BOOK 352 PAGE 363, DEED RECORDS OF BARTON COUNTY, MISSOURI.
5. TRACT 4: EASEMENT IN FAVOR OF SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED JANUARY 23, 1967, IN BOOK 286 PAGE 333, DEED RECORDS OF BARTON COUNTY, MISSOURI.
6. Rights of the Public, State of Missouri, County of Barton, in and to that part of subject premises taken or used for HWY 160, NE 70TH LN & NE 10TH RD.

Recorded in Barton County, Missouri



Recording Date/Time: 01/07/2026 at 11:07:27 AM

Instr #: 2026R00023

Book: 2026 Page: 23

Type: WD

Pages: 2

Fee: \$27.00 S 20260000024

BARTON COUNTY TITLE COMPANY INC



Lisa Cunningham
Recorder of Deeds

GENERAL WARRANTY DEED

THIS DEED, made this 7th day of January, 2026, by and between **NEAL SMITH FARMS, LLC, a Missouri Limited Liability Company ("GRANTOR")** AND **ZACHARY J. SMITH, TRUSTEE OF THE ZACHARY J. SMITH REVOCABLE TRUST DATED JANUARY 25, 2000 ("GRANTEE")**.

Mailing address of Grantee is 226 S Hwy O, Lamar, MO 64759

WITNESSETH, that GRANTOR, for and in consideration of the sum of Ten Dollars and other valuable consideration paid by GRANTEE, the receipt of which is hereby acknowledged, does or do these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto GRANTEE, the following described Real Estate, situated in the County of Barton and State of Missouri, to-wit:

TRACT 1: ALL OF THE EAST ONE-HALF OF THE NORTHEAST QUARTER AND THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 32, RANGE 30, BARTON COUNTY, MISSOURI.

TRACT 2: ALL OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER SECTION 19, TOWNSHIP 32, RANGE 29, BARTON COUNTY, MISSOURI.

TRACT 3: ALL OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER SECTION 18, TOWNSHIP 32, RANGE 29, BARTON COUNTY, MISSOURI.

TRACT 4: ALL OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 32, RANGE 29, BARTON COUNTY, MISSOURI.

TO HAVE AND TO HOLD the same together with all rights and appurtenances to the same belonging, unto GRANTEE, and to GRANTEE'S heirs and assigns forever, GRANTOR hereby covenanting that GRANTOR and GRANTOR'S heirs, executors and administrators, shall and will WARRANT AND DEFEND the title to the premises unto GRANTEE, and to GRANTEE'S heirs and assigns forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has hereunto set GRANTOR'S hand or hands the day and year first above written.

NEAL SMITH FARMS, LLC


BY:


ZACHARY J. SMITH, Manager

STATE OF MISSOURI)
)SS.
COUNTY OF BARTON)

On this 7th day of January, 2026, before me personally appeared **ZACHARY J. SMITH** to me personally known, who affirmed he is the Manager of the above named limited liability company, that said instrument was signed on behalf of said company pursuant to duly enacted Resolution and authority of its Members and acknowledged said instrument to be the free act and deed of said company.

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


NOTARY PUBLIC

