



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 EXTRACTIONAL 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: 
Sally F. Tyler, President

By: 
Lisa W. Cornehl, Secretary

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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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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: 2026-0358
Issuing Office File Number: 2026-0358
Property Address: 83.3 Acres 31-55-9, Monroe City, MO 63456
Revision Number:

SCHEDULE A

1. Commitment Date: April 1, 2026
2. Policy to be issued:
 - a. 2021 ALTA® Owners Policy
Proposed Insured: INFORMATIONAL
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: **Diana L. Heinecke.**
5. The Land is described as follows:

A tract of land being the East Half (E-1/2) of the Northwest Quarter (NW-1/4) and the West 10.00 acres of the Northeast Quarter (NE-1/4) of Section Thirty-One (31), Township Fifty-Five (55) North, Range Nine (9) West, Monroe County, Missouri, and being more fully described as follows to-wit: Commencing at a 5/8 inch iron pin marking the center of said Section Thirty-One (31); thence South 89 degrees 08 minutes and 30 seconds West along the East-West centerline of said Section 1389.55 feet to a 5/8 inch iron pin marking the Southwest corner of the East Half (E-1/2) of said Northwest Quarter (NW-1/4); thence North 00 degrees 26 minutes and 57 seconds West along the West line of said East Half (E-1/2) 2634.42 feet to a 5/8 inch iron pin marking the Northwest corner of said East Half (E-1/2) on the North line of said Section Thirty-One (31); thence North 89 degrees 24 minutes and 40 seconds East along said North line 1368.82 feet to a 5/8 inch iron pin marking the Northeast corner of the West 10.00 acres of the Northeast Quarter (NE-1/4) of said Section Thirty-One (31); thence South 00


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degrees 54 minutes and 01 seconds East along the East line of said West 10.00 acres 2627.92 feet to a 5/8 inch iron pin marking the Southeast corner of said West 10.00 acres on the East-West centerline of said Section Thirty-One (31); thence South 89 degrees 08 minutes 30 seconds West along said East-West centerline 165.73 feet to the point of beginning, containing 83.3 acres, more or less, with the above described being subject to a 30.00 foot wide access easement being the North 30.00 feet of the West 1035.00 feet of the above described tract; and also being subject to other easements and rights of way of record or not of record, if any. As per Survey #96-4071 of Harold R. Crane, Registered Land Surveyor #1111-Missouri, during April of 1996.

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. Deed of Trust from John S. Heinecke and Diana L. Heinecke, Husband and Wife, to Equitable Financial Life Insurance Company, dated August 18, 2023, and filed of record August 19, 2023, as Document #2023-0922 of the Deed Records of Monroe County, Missouri, must be released as to the property described in Schedule A of this Commitment.
6. General Warranty Deed from Diana L. Heinecke, a Single Person, to "To Be Determined", must be executed, acknowledged, delivered and recorded.
7. The 2025 County Taxes are unpaid and delinquent in the amount of \$264.36 plus penalties and interest. We require that these taxes be paid in full. The parcel number is 09-9.0-31-0-00-005.000.
8. There is a Judgment for Contempt in the Circuit Court of Monroe County, Missouri, against Diana L. Heinecke in favor of John S. Heinecke which was entered March 25, 2026, Cause No. 23MN-CV00237. We require a satisfaction of this judgment for contempt.
9. It is the understanding of this title company that a license will need to be obtained from the railroad in order to continue to retain access to the property as described in Schedule A of this Commitment.
10. 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 Taxes are unpaid and delinquent in the amount of \$264.36 plus penalties and interest. The parcel number is 09-9.0-31-0-00-005.000.

8. Zoning and Subdivision Regulations of Monroe County, Missouri, as filed of record December 9, 1968, in Book 147 at Page 541+; and Comprehensive Development Plan of Monroe County, Missouri, as filed of record in Book 174 at Page 176+, and amendments thereto in Book 205 at Page 331+ and 485+, all of the Deed Records of Monroe County, Missouri.

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9. Monroe County Code of Health Regulations dated and filed of record March 4, 1994, in Book 255 at Page 359 of the Deed Records of Monroe County, Missouri, regarding the construction, installation or modification of small on-site waste water treatment systems.
10. Subject to Mark Twain Solid Waste Management District, Intergovernmental Cooperative Agreement dated January 14, 1999, and filed of record March 26, 1999, in Book 281 at Page 1237 of the Deed Records of Monroe County, Missouri.
11. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, limestone, clay, rock, sand and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interest or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
12. The consequences of the use of monuments (including but not limited to "railroad or railroad right-of-way") as boundaries or calls in the legal description(s) of the Land which monument are not definite, or are subject to more than one interpretation or have or could have been relocated, including but not limited to the inability to locate the boundaries of the land and any dispute regarding the location of said boundaries.
13. Rights-of-way for railroads, switch tracks, spur tracks, railway facilities, and other related easements, if any, on and across the Land.
14. Subject to Survey #96-4071 of Harold R. Crane, Registered Land Surveyor #1111-Missouri during April of 1996.
15. Subject to the right of ingress and egress as shown on said Survey #96-4071 of Harold R. Crane, Registered Land Surveyor #1111-Missouri during April of 1996.

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