

# ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



**CHICAGO TITLE  
INSURANCE COMPANY**

Commitment Number:

**190820**

## 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, Chicago Title Insurance Company, a Florida 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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### Chicago Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



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**Transaction Identification Data for reference only:**

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company, LLC 2345 Grand Avenue, Suite 690 Kansas City, MO 64108 Main Phone: (816)833-4117	Escrow Officer: Meghan Gray Chicago Title Insurance Company 603 Stanwix St, Two Gateway Center Pittsburgh, PA 15222 Phone: (412)904-6833 Main Phone: (800)229-1159 Email: meghan.gray@ctt.com Escrow No.: PIT191026

**Order Number: 190820**

Property Address: 423 First Capitol Drive, Saint Charles, MO 63301

Project Name: Regions Bank

**SCHEDULE A**

1. Commitment Date: April 18, 2019 at 08:00 AM
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2006
    - Proposed Insured: Grady Commercial, LLC, a Missouri limited liability company
    - Proposed Policy Amount: \$1,200,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:
  - Fee Simple
4. The Title is, at the Commitment Date, vested in:
  - [Regions Bank Inc., successor in interest to Regions Bank, an Alabama State Banking Corporation, successor by merger to The First National Bank of St. Charles as to Parcels 1, 2, 3, 4, 5, 7, 8 and 9; Regions Bank Inc., successor in interest to Regions Bank, an Alabama State Banking Corporation, successor by merger to First National Bank of St. Charles as to Parcel 6](#)
5. The Land is described as follows:
  - SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**END OF SCHEDULE A**

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## EXHIBIT "A"

### Legal Description

#### PARCEL 1:

A lot of ground located in Block No. 130 in the City of St. Charles, St. Charles County, Missouri, fronting fifty (50 ) feet, more or less, on the Southern line of 1st Capitol Dr. and extending back with even width a distance of one hundred fifty (150) feet, more or less, and more particularly described as follows, to wit:

Beginning at the Northwest corner of the lot of ground first above described, said point of beginning being one hundred forty (140) feet West along the South side of First Capitol Drive (formerly Clay Street) from the point of intersection of the Western line of Fourth Street and the Southern line of First Capitol Drive; thence Westwardly along the Southern line of First Capitol Drive a distance of fifty (50) feet, more or less, thence Southwardly parallel with Fourth Street (as originally established) a distance of one hundred fifty (150) feet, more or less, thence Eastwardly parallel to First Capitol Drive a distance of fifty (50) feet to a point on the Western line of the lot of ground first above described; thence Northwardly along the Western line of the lot of ground above described a distance of one hundred fifty (150) feet to the Point of Beginning. Bounded on the North by First Capitol Drive, on the East by lot of ground first above described, on the South by lot now or formerly owned by E. Stoltze's heirs and on the West by lot now or formerly owned by Charles Cappel and being the same lot of ground conveyed by Josephine Mittrucker to Otto H. Willbrand by deed dated May 21, 1918, recorded in the Recorder's Office of St. Charles County, Missouri, in Book 132 page 39.

#### PARCEL 2:

Part of City Square No. One Hundred Thirty (130), beginning at the corner of Clay and Fifth Streets in said City of St. Charles, St. Charles County, Missouri; thence South 21° West with Fifth Street 150 feet; thence South 69° East with a line parallel with Clay Street 50 feet; thence North 21° East parallel with Fifth Street 150 feet to Clay Street; thence North 69° West with Clay Street 50 feet to the Place of Beginning; EXCEPTING THEREFROM that portion conveyed to the City of Saint Charles, Missouri by instrument recorded August 21, 2008 in [Book 5038 page 811](#) and being more particularly described as follows:

A tract of land in Block No. 130 of the City of St. Charles, St. Charles County, Missouri and being more particularly described as follows:

Beginning at the Northwest corner of property conveyed to First National Bank of St. Charles, as recorded in Deed Book 672 page 214 of the St. Charles County, Missouri, thence South 67 degrees 46 minutes 24 seconds East, 57.58 feet; thence South 68 degrees 17 minutes 46 seconds West, 41.92 feet; thence South 57 degrees 46 minutes 22 seconds West, 27.44 feet; thence North 22 degrees 13 minutes 36 seconds East, 340.00 feet to the Point of Beginning.

#### PARCEL 3:

A lot of ground, part of Block numbered one hundred thirty (130) of the City of St. Charles, St. Charles County, Missouri, fronting eighty seven (87') feet on the Southern side of Clay Street, and extending Southwardly with even width and parallel with Fifth Street, one hundred forty (140') feet, and being more particularly described as follows:

Beginning at a point in the Southern line of Clay Street distant Eastwardly fifty five (55') feet from the Eastern line of Fifth Street; thence Eastwardly, with the Southern line of Clay Street, eighty seven (87') feet; thence Southwardly parallel with Fifth Street, one hundred forty (140') feet; thence Westwardly, parallel with Clay Street, eighty seven (87') feet; and thence Northwardly parallel with Fifth Street, one hundred forty (140') feet to the Point of Beginning; EXCEPTING THEREFROM that portion conveyed to the City of Saint Charles, Missouri by instrument recorded August 21, 2008 in Book 5038 page 811 and being more particularly described as follows:

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## EXHIBIT "A"

### Legal Description

A tract of land in Block No. 130 of the City of St. Charles, St. Charles County, Missouri and being more particularly described as follows:

Beginning at the Northwest corner of property conveyed to First National Bank of St. Charles, as recorded in Deed Book 672 page 214 of the St. Charles County, Missouri, thence South 67 degrees 46 minutes 24 seconds East, 57.58 feet; thence South 68 degrees 17 minutes 46 seconds West, 41.92 feet; thence South 57 degrees 46 minutes 22 seconds West, 27.44 feet; thence North 22 degrees 13 minutes 36 seconds East, 340.00 feet to the Point of Beginning.

#### PARCEL 4:

A lot of ground part of Block numbered 130 of the City of St. Charles, St. Charles County, Missouri fronting 42 feet, more or less, on the Eastern side of Fifth Street and extending Eastwardly with even width and parallel with Clay Street 200 feet, and being more particularly described as follows:

Beginning at a point in the Eastern line of Fifth Street which point is distant Southwardly 192 feet, more or less, from the Southern line of Clay Street and which beginning point is the Northwestern corner of a lot of ground now owned by Theine, thence Northwardly with the Eastern line of Fifth Street 42 feet, more or less, to the Southwestern corner of a lot of ground now owned by the Mount Zion Baptist Church; thence Eastwardly parallel with Clay Street 200 feet; thence Southwardly parallel with Fifth Street 42 feet, more or less; thence Westwardly parallel with Clay Street 200 feet to the Point of Beginning.

#### PARCEL 5:

A lot of ground, part of Block Numbered 130 of the City of St. Charles, St. Charles County, Missouri fronting 50 feet, more or less on the Eastern side of Fifth Street and extending Eastwardly with even width and parallel with Jackson Street 125 feet, more or less, and being more particularly described as follows:

Beginning at a point in the Eastern line of Fifth Street distant Northwardly 100 feet from the Northern line of Jackson Street the Northwestern corner of a lot of ground now or formerly owned by Rosien; thence Northwardly with the Eastern line of Fifth Street, 50 feet, more or less, to the Southwestern corner of a lot of ground now or formerly owned by Machens; thence Eastwardly parallel with Jackson Street, 125 feet, more or less, to the Northwestern corner of a lot of ground now or formerly owned by Lanvernmeier; thence Southwardly, parallel with Fifth Street 50 feet, more or less, to the Northeastern corner of a lot of ground now or formerly owned by Mench; and thence Westwardly, parallel with Jackson Street 125 feet, more or less, to the Point of Beginning.

#### PARCEL 6:

Part of City Block 130 of the City of St. Charles, St. Charles County, Missouri described as follows:

Beginning at the intersection of the North line of Jackson Street, 32 feet 1 inch wide and the East line of South Fifth Street 60 feet wide; thence North along the East line of South Fifth Street 101.35 feet to an iron pipe; thence leaving said East line thereof, Eastwardly along a line parallel to the North line of said Jackson Street 80 feet to an iron pipe; thence South and parallel to the East line of South Fifth Street 101.35 feet to an iron pipe in the North line of Jackson Street; thence West along said North line thereof 80 feet to a point in the East line of said South Fifth Street, the Point of Beginning, according to survey thereof executed by Engineering & Surveying, Inc., on November 5-12, 1969.

#### PARCEL 7:

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## EXHIBIT "A"

### Legal Description

Part of City Block No. One Hundred Thirty (130) of the City of St. Charles, St. Charles County, Missouri, fronting forty five (45) feet on the North side of Jackson Street and extending Northwardly with even width and parallel with Fifth Street one hundred (100) feet; bounded on the West by lot now or formerly of Poser, on the North by lot now or formerly of Theien, on the East by lot now owned by Tainter and on the South by Jackson Street.

#### PARCEL 8:

A lot of ground, part of Block Numbered One Hundred Thirty (130) of the City of St. Charles, St. Charles County, Missouri, fronting thirty seven feet six inches (37' 6") on the Northern side of Jackson Street and extending Northwardly with even width and parallel with Fifth Street, one hundred fifty (150) feet, more or less, and being more particularly described as follows, to-wit:

Beginning at a point in the Northern line of Jackson Street distant Eastwardly one hundred sixty two feet six inches (162' 6") from the Eastern line of Fifth Street and which beginning point is the Southwestern corner of a lot of ground now owned by Fredenburg; thence Northwardly, parallel with Fifth Street, one hundred fifty (150) feet, more or less, to the Southern line of a lot of ground now owned by Machens; thence Westwardly parallel with Jackson Street, thirty seven feet six inches (37' 6") to the Eastern line of a lot of ground now owned by Bacon; thence Southwardly parallel with Fifth Street, one hundred fifty (150) feet, more or less, to the Northern line of Jackson Street; thence Eastwardly along the Northern line of Jackson Street, thirty seven feet six inches (37' 6") to the Place of Beginning.

#### PARCEL 9:

A lot of ground, being part of Block Numbered 130 of the City of St. Charles, St. Charles County, Missouri, fronting 38 feet, more or less, on the Northern side of Jackson Street and extending Northwardly, with even width and parallel with Fifth Street, 150 feet, more or less, and being more particularly described as follows:

Beginning at a point in the Northern line of Jackson Street distant Westwardly 162 feet 6 inches (162' 6") from the Eastern line of Fifth Street and which beginning point is the Southeastern corner of a lot of ground now or formerly owned by Lanvermeier; thence Northwardly, parallel with Fifth Street, 150 feet, more or less, to a point in the Southern line of a lot of ground now or formerly owned by Machens; thence Eastwardly, parallel with Jackson Street, 38 feet, more or less, to a point in the Western line of a lot of ground now or formerly owned by Feldmann; thence Southwardly, parallel with Fifth Street, 150 feet, more or less, to a point in the Northern line of Jackson Street; and thence Westwardly, with the Northern line of Jackson Street, 38 feet, more or less, to the Point of Beginning.

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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. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Grady Commercial, LLC, a Missouri limited liability company

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

6. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Regions Bank Inc.

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent

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**SCHEDULE B, PART I  
REQUIREMENTS**  
(continued)

- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

7. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
8. Certain counties in Missouri require that deeds transferring real estate be accompanied by the Real Property Certificate of Value. Presently those counties include Jackson, St. Louis, City of St. Louis and St. Charles. This form must be executed by the buyer/grantee in these transactions. Certain exemptions do apply. The official form can be obtained from the Recorder of Deeds or from our Company.
9. Our Company e-records in all counties where this service is offered. An additional electronic recording service fee of \$4.50 per document will be assessed by the county at the time of recording.
10. Request for Special Coverage must be received by the Company for approval at least 15 business days prior to closing.
11. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please contact your closer. If your transaction does not involve a closer, please contact the title production office, Chicago Title Insurance Company at (816)833-4117.
12. The transaction contemplated in connection with this Commitment is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

**END OF SCHEDULE B, PART I**

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## SCHEDULE B, PART II EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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 encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. 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.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. The lien of real estate [taxes](#) or assessments imposed on the Title by a governmental authority due or payable November 1, 2019, delinquent January 1, 2020.

City, State and County Tax ID No.: 011840A000

2018 Base Amount: \$19,865.45, Paid

2018 Assessed Value: \$251,118.00

2018 County Rate: 7.5536

a) We require proof of payment of special assessments and sewer usage fees, if any, due and payable to the City of Saint Charles, Missouri. If unpaid, these charges may become a lien against the property.

Our policy, when issued, will contain the following exception, unless proper proof of payment is provided:

Special Assessments, if any, which are DUE AND PAYABLE to the City of Saint Charles.

8. Right-of-Way of sidewalks over that part of subject property embraced therein. (Parcel 1 and Parcel 2)
9. Easement granted to City of St. Charles, Missouri for street and sidewalk, by the instrument recorded January 17, 1961 in [Book 356 at Page 49](#). (Parcel 2)

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**SCHEDULE B, PART II**  
**EXCEPTIONS**  
(continued)

10. Easement granted to State of Missouri, acting by and through the State Highway Commission of Missouri by the instrument recorded October 25, 1972 in [Book 640 at Page 547](#). (Parcel 2)
11. Temporary Construction Easement granted to City of Saint Charles, Missouri, a Municipal Corporation of the State of Missouri by the instrument recorded August 21, 2008 in [Book 5038 at Page 806](#).
12. Right of way granted to the City of Saint Charles, Missouri, a municipal corporation by the instrument recorded August 21, 2008 in [Book 5308 at Page 811](#).
13. Permanent Sidewalk and Utility Easement granted to City of Saint Charles, Missouri, a constitutional home rule charter city and political subdivision of the State of Missouri by the instrument recorded August 4, 2016 in [Book 6586 at Page 2232](#).
14. Building lines, restrictions, utility, drainage, storm sewer, sanitary sewer, and waterline easements shown on the plat recorded in [Plat Book 3 at Page 19](#).
15. Subdivision assessments, if any.
16. Sewer assessments, if any.
17. State court judgments, state tax liens, and federal tax liens, if any, against the party(ies) to be insured as owner(s).
18. Tenancy rights, either as month to month or by virtue of written leases, of persons now in possession of any part of the Land.

**END OF SCHEDULE B, PART II**

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## COMMITMENT CONDITIONS

**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

**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 shall not be liable for any other amendment to this Commitment.

**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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (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 and must be restricted solely to the terms and provisions of this Commitment.

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(continued)

- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

**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.

**9. ARBITRATION - Intentionally Deleted****END OF CONDITIONS**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

**FIDELITY NATIONAL FINANCIAL  
PRIVACY NOTICE  
Revised May 1, 2018**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

**Types of Information Collected**

We may collect two types of information from you: Personal Information and Browsing Information.

**Personal Information.** FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

**Browsing Information.** FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

**How Personal Information is Collected**

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

**How Browsing Information is Collected**

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

**Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

### **When Information Is Disclosed**

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

### **Choices With Your Information**

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

### **Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

### **Accessing and Correcting Information; Contact Us**

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

# Recording Regulations for Kansas, Missouri, and Nebraska

Courtesy of Chicago Title Company, LLC  
2345 Grand Avenue, Suite 690  
Kansas City, MO 64108  
(816)421-5040

## Jackson County, Missouri

- \$21 first page, \$3 each additional page + \$4.50 per document E-recording fee
- Margins: 3" top margin on first page, 1" margin everywhere else\*
- First page must show Grantor, Grantee, and Grantee's address; legal description must either be shown or referenced.\*\*
- No printed material in the margins\*
- Notary: Printed name must be under signature; notary seal must be within the margins; commission expiration must be shown\*\*
- Real Property Certificate of Value required on all conveyance/corrective deeds (also in St. Louis County, St. Louis City, and St. Charles County)

## Clay/Platte/Other Counties, Missouri

- \$24 first page, \$3 each additional page + \$4.50 per document E-recording fee, where available
- Margins: 3" top margin on first page, 1" margin everywhere else\*
- First page must show Grantor, Grantee, and Grantee's address; legal description must either be shown or referenced.\*\*
- No printed material in the margins\*
- Notary: Printed name must be under signature; notary seal must be within the margins; commission expiration must be shown\*\*
- St. Louis **City**, Missouri: 1) Grantor's address must also be shown on the first page; 2) fees are \$23 first page, \$5 each additional page; and 3) **GRANTEE MUST ALSO SIGN ANY CONVEYANCE DEEDS**

## Kansas

- \$21 first page, \$17 each additional page + \$4.50 per document E-recording fee, where available
- Margins: 3" top margin on first page, 1" margin everywhere else\*\*
- First page must show Grantor, Grantee, and Grantee's address; legal description must either be shown or referenced.\*\*
- No printed material in the margins\*\*
- Notary: Printed name must be under signature; notary seal must be within the margins; commission expiration must be shown\*\*
- KS Real Estate Validation Questionnaire required on all conveyance/corrective deeds\*\*

## Nebraska

- \$10 first page, \$6 each additional page + \$4.50 per document E-recording fee, where available
- \$2.25/\$1,000 transfer tax
- Margins: 3" top margin on 1<sup>st</sup> page, 1" margin everywhere else\*\*
- First page must show Grantor, Grantee, and Grantee's address; legal description must either be shown or referenced.\*\*
- No printed material in the margins
- Notary: Printed name must be under signature; notary seal must be within the margins; commission expiration must be shown\*\*
- Nebraska Form 521 required on all conveyance/corrective deeds and leases\*\*

\* Failure to comply will result in a \$25 non-standard fee.

\*\* Failure to comply will result in the instrument's being rejected by the Recorder's Office.

All documents must be printed on standard 8½" x 11" white paper ONLY