

Vernon and Cedar County, Missouri

LAND AUCTION



Tract 6

INFORMATION BOOKLET

Three Ponds • Hay Meadow • Pasture Land • Mature Hardwoods • 3 Bdrm Home



Tract 1



238[±]
acres

offered in 7 tracts
from 10 to 48 acres

ONLINE BIDDING AVAILABLE 

Tract 3

Thursday, November 12 at 6pm
held at the El Dorado Springs Community Center

DISCLAIMER

All information contained is believed to be accurate and from accurate resources. However, buyers are encouraged to do their own due diligence. Schrader Auction Company assumes no liability for the information provided.

FOR LOCAL CALLS CONTACT AUCTION MANAGER:

C. Brent Wellings, CAI

Cell: 972.768.5165



SCHRADER REAL ESTATE AND AUCTION CO., INC.

950 N. Liberty Dr., Columbia City, IN 46725

260-244-7606 or 800-451-2709

SchraderAuction.com

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BIDDER PRE-REGISTRATION FORM

238± ACRES – EL DORADO SPRINGS, MO

THURSDAY, NOVEMBER 12, 2015

This form must be received at Schrader Real Estate and Auction Company, Inc.,

P.O. Box 508, Columbia City, IN, 46725,

Fax # 260-244-4431, no later than Thursday, November 5, 2015

BIDDER INFORMATION

(FOR OFFICE USE ONLY)

Bidder # _____

Name _____

Address _____

City/State/Zip _____

Telephone: (Res) _____ (Office) _____

My Interest is in Property or Properties # _____

BANKING INFORMATION

Check to be drawn on: (Bank Name) _____

City, State, Zip: _____

Contact: _____ Phone No: _____

HOW DID YOU HEAR ABOUT THIS AUCTION?

Brochure Newspaper Signs Internet Radio TV Friend

Other _____

WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?

Regular Mail E-Mail E-Mail address: _____

Tillable Pasture Ranch Timber Recreational Building Sites

What states are you interested in? _____

Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity.

I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction.

Signature: _____ Date: _____

Online Auction Bidder Registration
238± Acres • El Dorado Springs, Missouri
Thursday, November 12, 2015

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

As the registered bidder, I hereby agree to the following statements:

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder's Package for the auction being held on Thursday, November 12, 2015 at 6:00 PM.
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc.
950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725
Phone 260-244-7606; Fax 260-244-4431

For wire instructions please call 1-800-451-2709.

7. My bank routing number and bank account number is: _____ . (This for return of your deposit money). My bank name and address is:

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.

9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Thursday, November 5, 2015**. Send your deposit and return this form via fax to: **260-244-4431**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

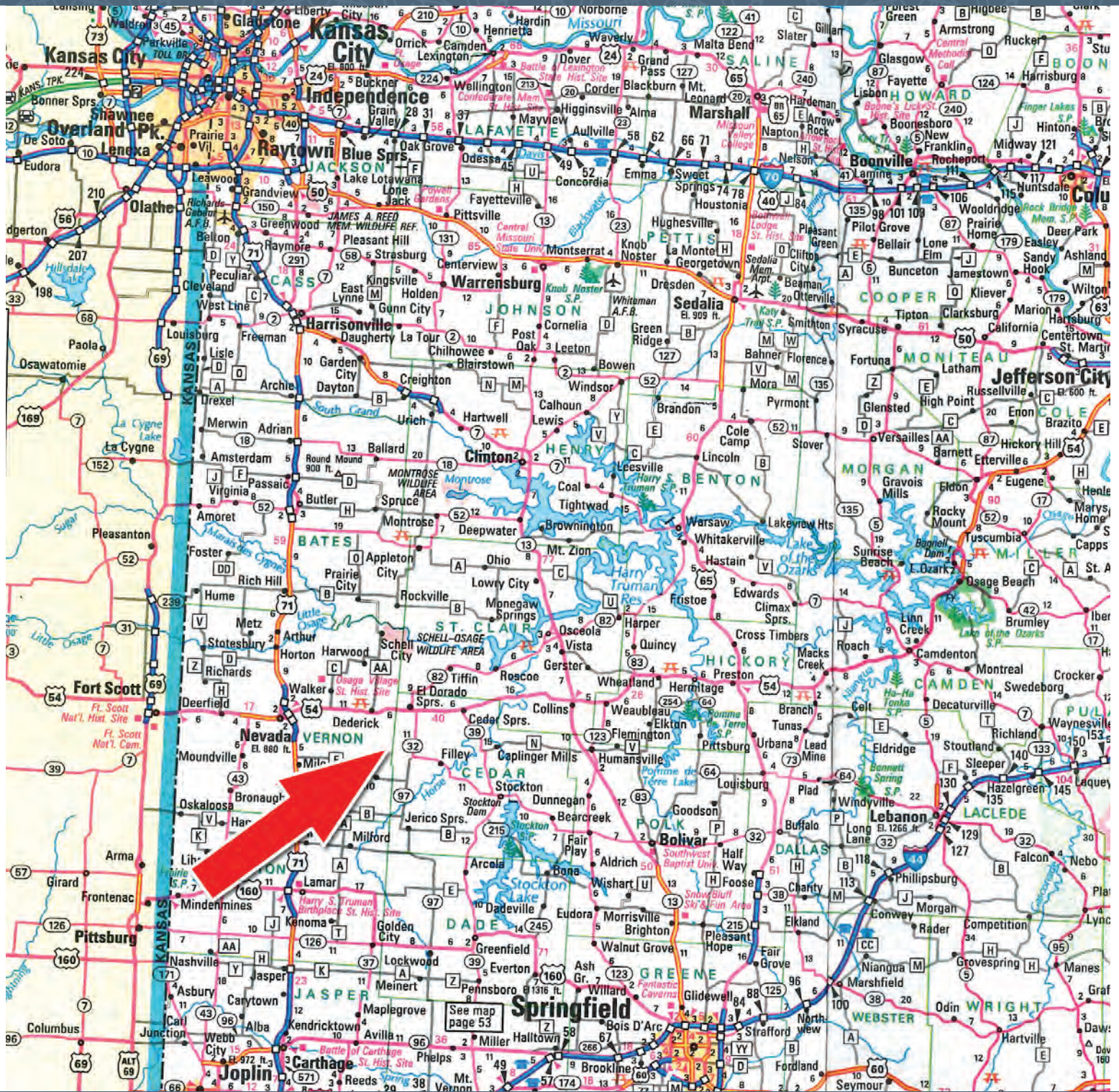
E-mail address of registered bidder: _____

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to: kevin@schraderauction.com or call Kevin Jordan at 260-229-1904.



LOCATION MAPS

AREA MAP



AUCTION LOCATION

El Dorado Springs Community Center
135 W Spring St, El Dorado Springs, MO 64744

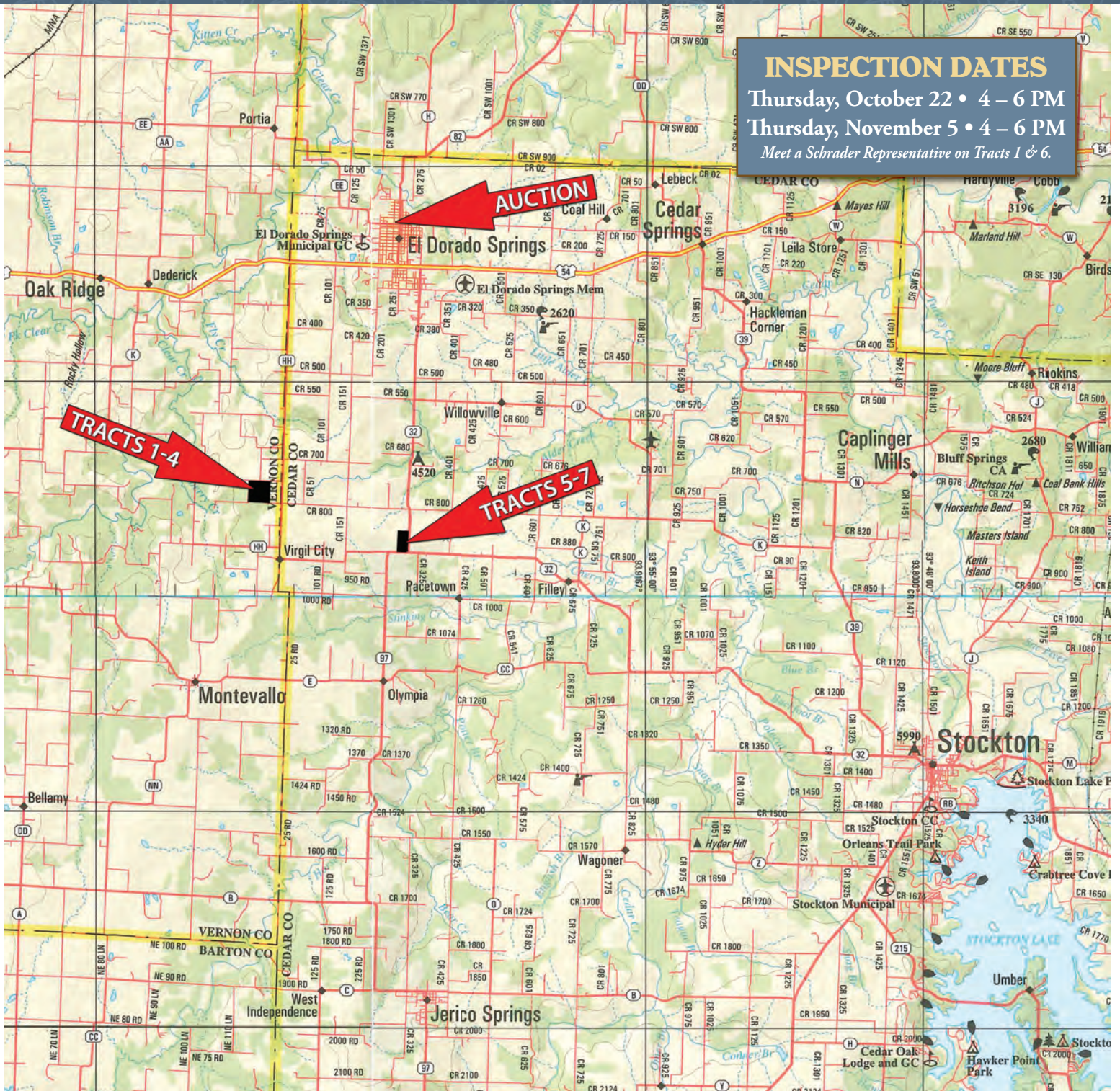


ONLINE BIDDING AVAILABLE

You may bid online during the auction at www.schraderauction.com. You must be registered **One Week in Advance** of the Auction to bid online. For online bidding information, call Kevin Jordan at Schrader Auction Co. - 800-451-2709.



GAZZETEER MAP



PROPERTY LOCATION

Tracts 1-4: From Hwy 54 and County Line Rd HH intersection go south from approximately 5 miles, turn right on Quantrill Rd and the property entrance will be the first on your left.

Tracts 5-7: From Hwy 54 and Hwy 32 intersection go south on Hwy 32 for 6 miles, the property will begin on your right.



PROPERTY DESCRIPTION

PROPERTY DESCRIPTION

Comprised of 238± acres in Vernon and Cedar Counties, these farms offer an opportunity to purchase quality land in multiple tracts and combinations. The acreage features diverse terrain throughout, creating appeal for a wide range of potential Buyers. The Vernon County farm includes a 3 Bedroom, 1 Bathroom single-family home with full basement, cross-fenced pastureland, three ponds and groves of mature Oak, Hickory and other hardwood trees. The Cedar County farm is comprised of mostly open hay meadow, is fronted by paved highways on two sides and has over 60 acres of Class II Barco-Sylvania Complex and Barden Loam soils. Both farms are located only 5-6 miles south of Highway 54/El Dorado Springs and will be offered in 7 individual tracts and combinations.

TRACT DESCRIPTION

TRACT 1: 40± acres that include a mixture of gently rolling pastureland, mature hardwood trees, a large pond and all of the improvements. 3 Bedroom, 1 Bath home with full basement, hardwood floors, like-new windows and a large back patio. Other improvements include a small garage with workshop, carport, farm shop with concrete floors and multiple open face bays for equipment storage and a pole-style metal barn used for hay and equipment storage. The house and shop buildings are currently using well water, however a public water tap is available on Quantrill Rd at the property entrance and the rights to that water tap will go with Tract 1.

TRACT 2: 47± acres situated in the Northeast corner of the Vernon County farm. This tract has no improvements and is comprised of rolling pastureland, a nice pond and is dissected by a tree-lined creek bottom. There is excellent elevation and multiple potential building sites on this parcel.

TRACT 3: 27± acres of densely wooded mature trees create a very secluded parcel for a potential building site or recreational property.

TRACT 4: 46± acres along the southern side of the Vernon County farm. This tract is a split of pastureland, mature hardwood trees and one nice pond. The parcel is accessed from County Line Rd HH using the county road right-of-way that extends west from E 800 Rd, creating a nice private entrance. Wild Turkey and Whitetail Deer have both been spotted on Tract 4.

TRACT 5: 10± acres located in the Southwest corner of the Cedar County farm. This parcel has paved road frontage on Hwy 97 and is a mixture of nice lying hay meadow and scattered trees around the perimeter; primary soil type is Barden Silt Loam.

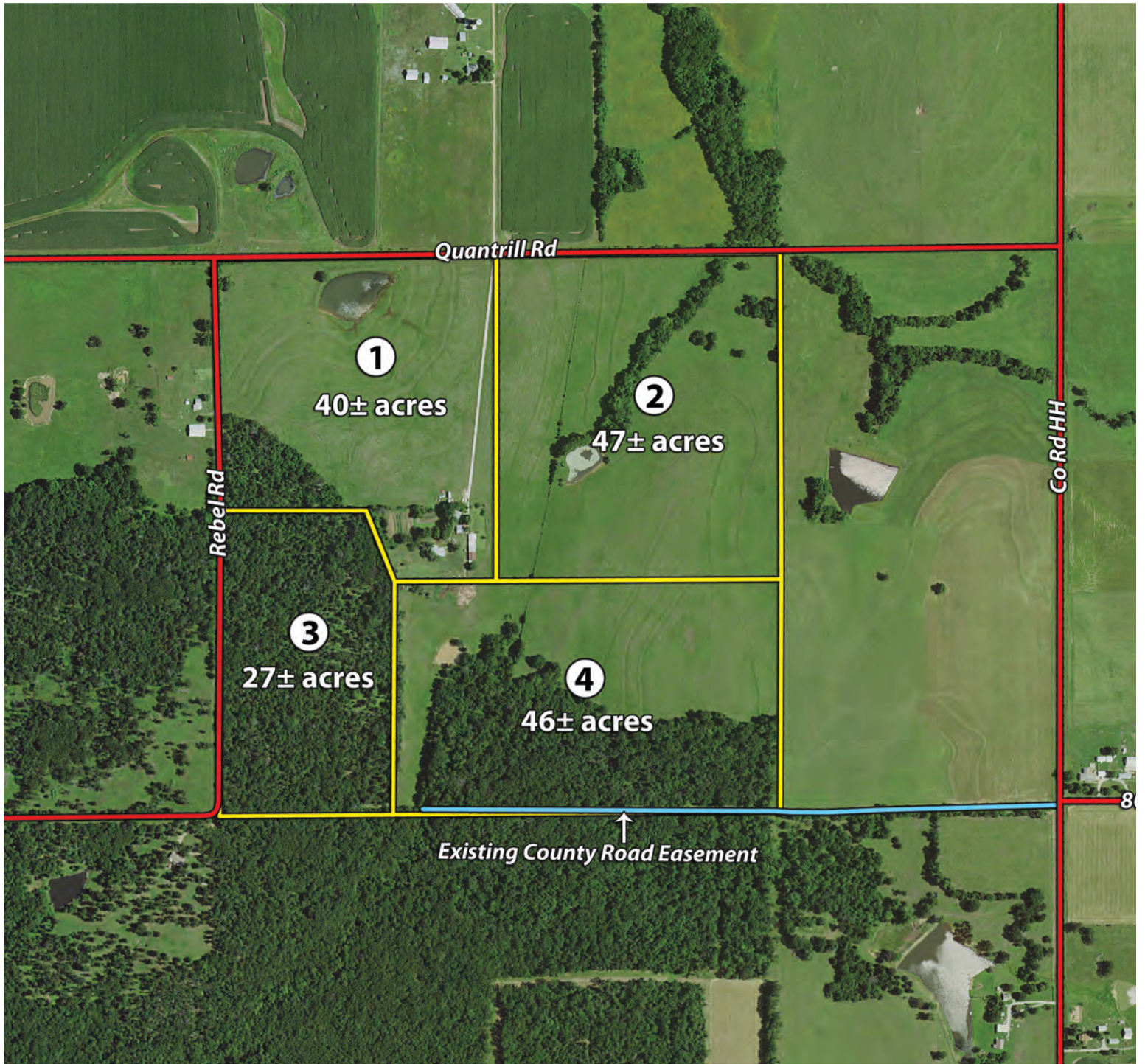
TRACT 6: 20± acres located in the Southeast corner of the Cedar County farm. This parcel is fronted on the south by Hwy 97 and is a mixture of hay meadow and trees; great potential building site.

TRACT 7: 48± acres of quality hay meadow fronting Hwy 32 that could be put into cultivation if wanted. This tract is mostly open and is comprised of primarily Barco-Sylvania Complex, class II soils.

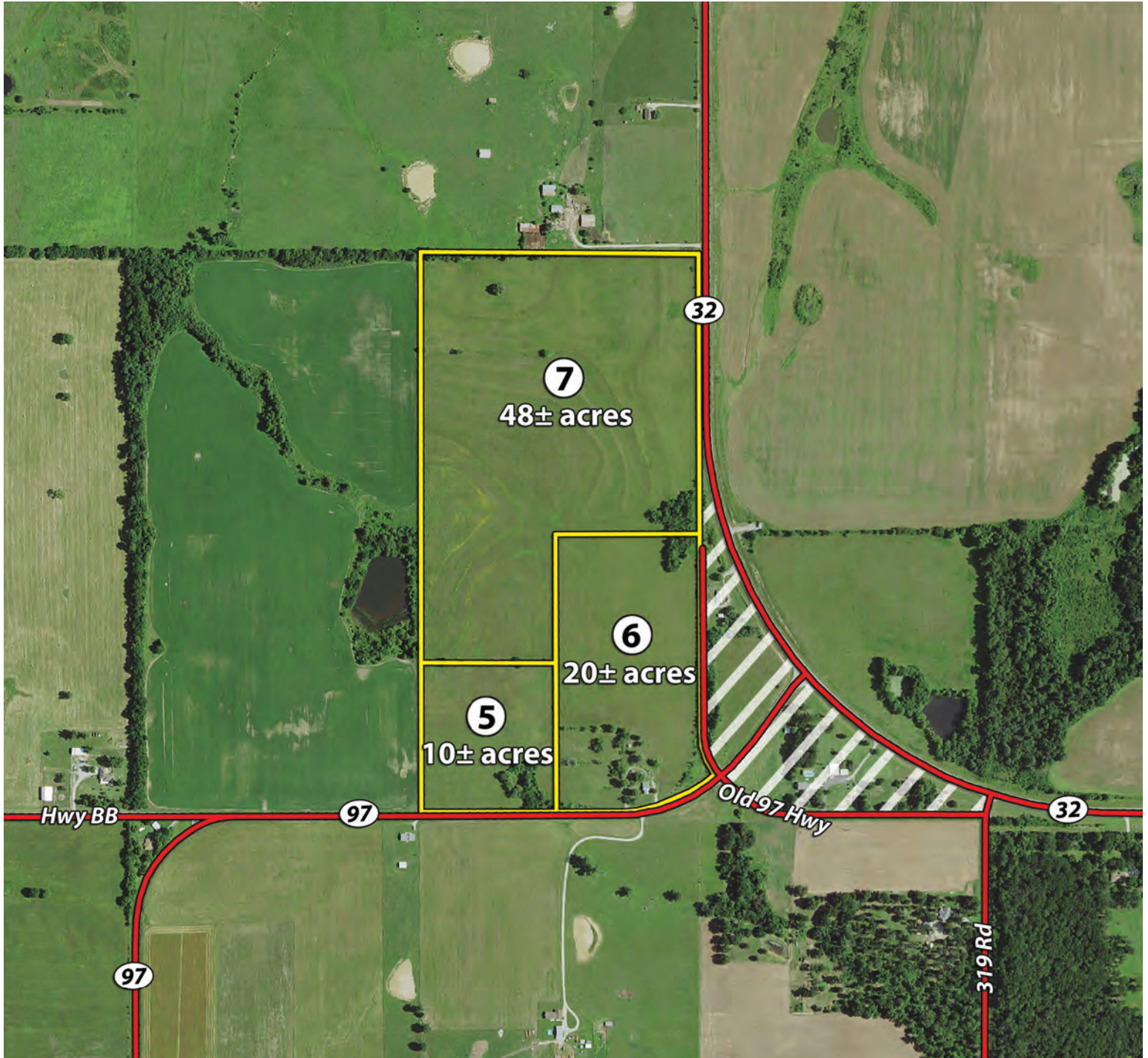
SELLER: Ellison Trust

AERIAL & TRACT MAP

AERIAL & TRACT MAP



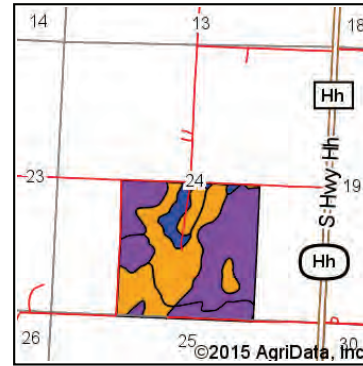
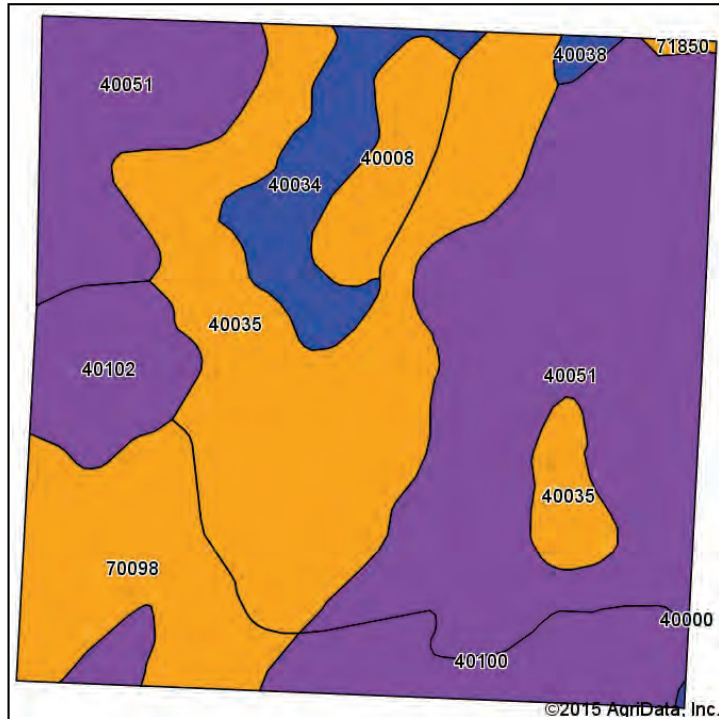
AERIAL & TRACT MAP



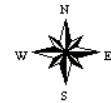


SOILS MAPS

SOILS MAP - TRACTS 1-4



State: **Missouri**
 County: **Vernon**
 Location: **24-35N-29W**
 Township: **Virgil**
 Acres: **159.72**
 Date: **5/4/2015**

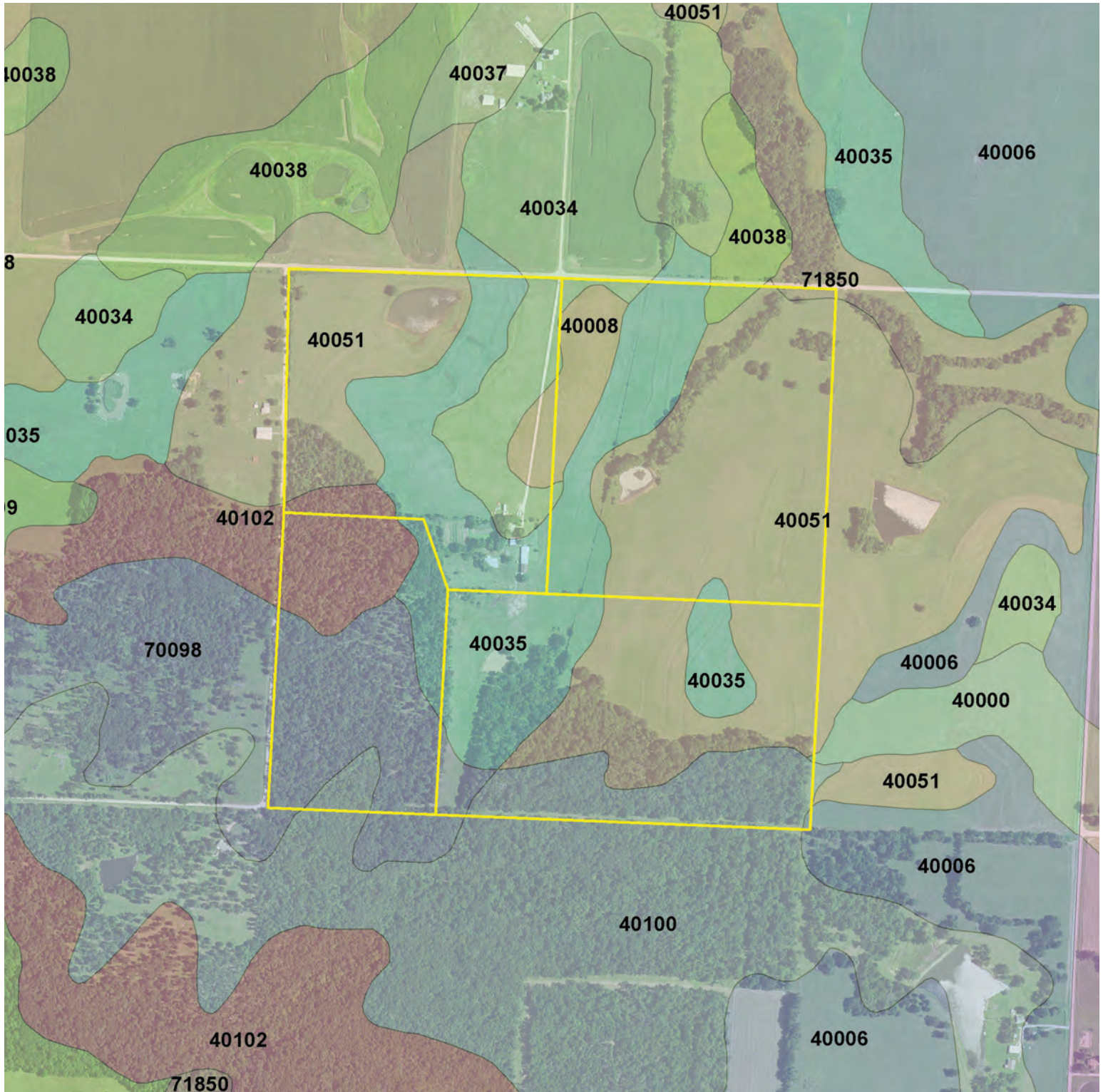


Soils data provided by USDA and NRCS.

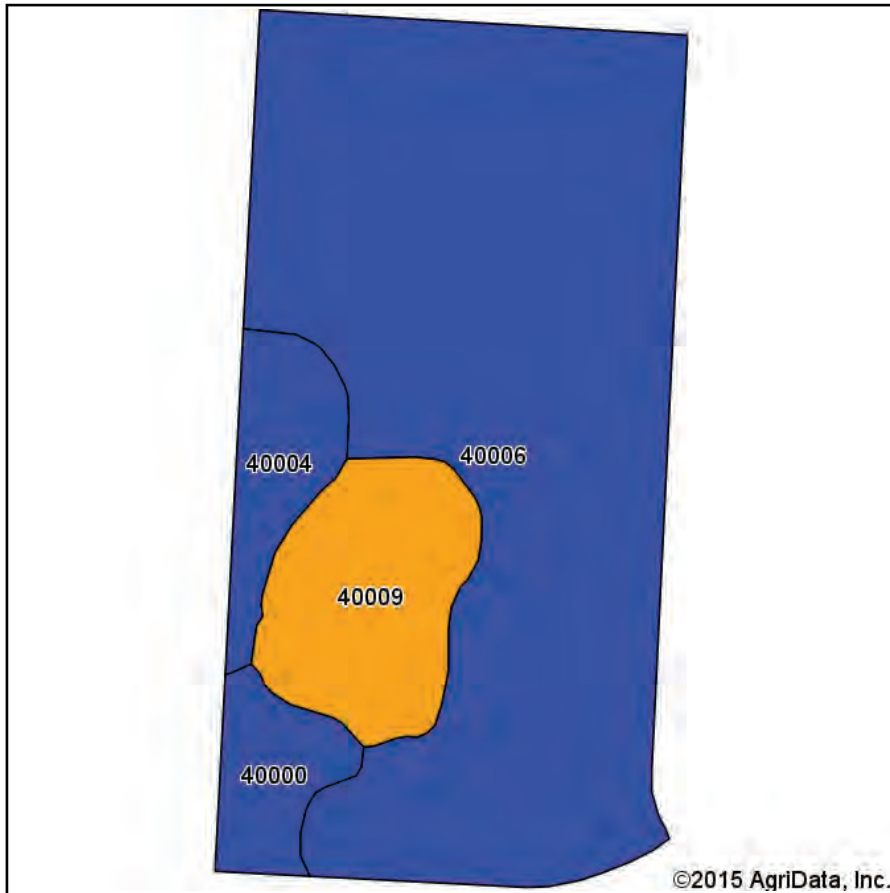
Area Symbol: MO217, Soil Area Version: 16

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn	Common bermudagrass	Caucasian bluestem	Warm season grasses	Alfalfa hay	Orchardgrass red clover	Tall fescue	Tall fescue seed	Winter wheat	Grain sorghum	Soybean
40051	Coweta loam, 5 to 14 percent slopes	63.87	40.0%		Vis			2	2	1		1				
40035	Barco loam, 2 to 5 percent slopes, eroded	42.11	26.4%		Ille		4	7	7	4	6	5				
70098	Bolivar fine sandy loam, 2 to 5 percent slopes	16.37	10.2%		Ille		4	7	7	4	6	5				
40100	Hector fine sandy loam, 5 to 14 percent slopes	12.24	7.7%		Vis			2	2	1		1				
40034	Barco loam, 2 to 5 percent slopes	9.25	5.8%		Ile		4	7	7	4	6	5				
40102	Hector fine sandy loam, 5 to 14 percent slopes, stony	8.47	5.3%		Vlls			2	2	1		1				
40008	Parsons silt loam, 0 to 1 percent slopes	6.29	3.9%		Illw											
40038	Barden silt loam, 1 to 5 percent slopes	0.73	0.5%		Ile		7	8	8	5	8	7				
71850	Cleora fine sandy loam, 1 to 3 percent slopes, frequently flooded	0.33	0.2%		Illw		7	8	8	5	6	6				
40006	Barco-Sylvania complex, 2 to 5 percent slopes	0.06	0.0%		Ile		5	7	7	4	7	6				
Weighted Average						*-	1.7	4.1	4.1	2.3	2.6	2.7	*-	*-	*-	

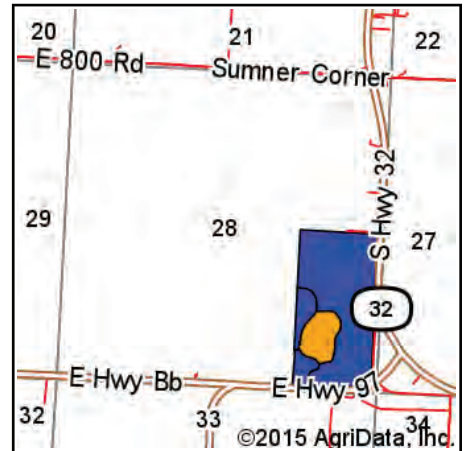
SOILS MAP - TRACTS 1-4



SOILS MAP - TRACTS 5-7



Soils data provided by USDA and NRCS.



State: **Missouri**
 County: **Cedar**
 Location: **28-35N-28W**
 Township: **Box**
 Acres: **78.21**
 Date: **5/4/2015**



Area Symbol: MO039, Soil Area Version: 15

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn	Grain sorghum	Grass legume hay	Orchardgrass alfalfa hay	Soybeans	Tall fescue	Winter wheat
40006	Barco-Sylvania complex, 2 to 5 percent slopes	58.93	75.3%		Ile							
40009	Sylvania loam, 3 to 8 percent slopes	10.16	13.0%		Ille	86	75	3.3		31	6.6	35
40004	Barden loam, 2 to 5 percent slopes	4.97	6.4%		Ile	74	63		3.9	27	7.8	40
40000	Barden silt loam, 1 to 3 percent slopes	4.15	5.3%		Ile							
Weighted Average						15.9	13.7	0.4	0.2	5.7	1.4	7.1

Area Symbol: MO039, Soil Area Version: 15

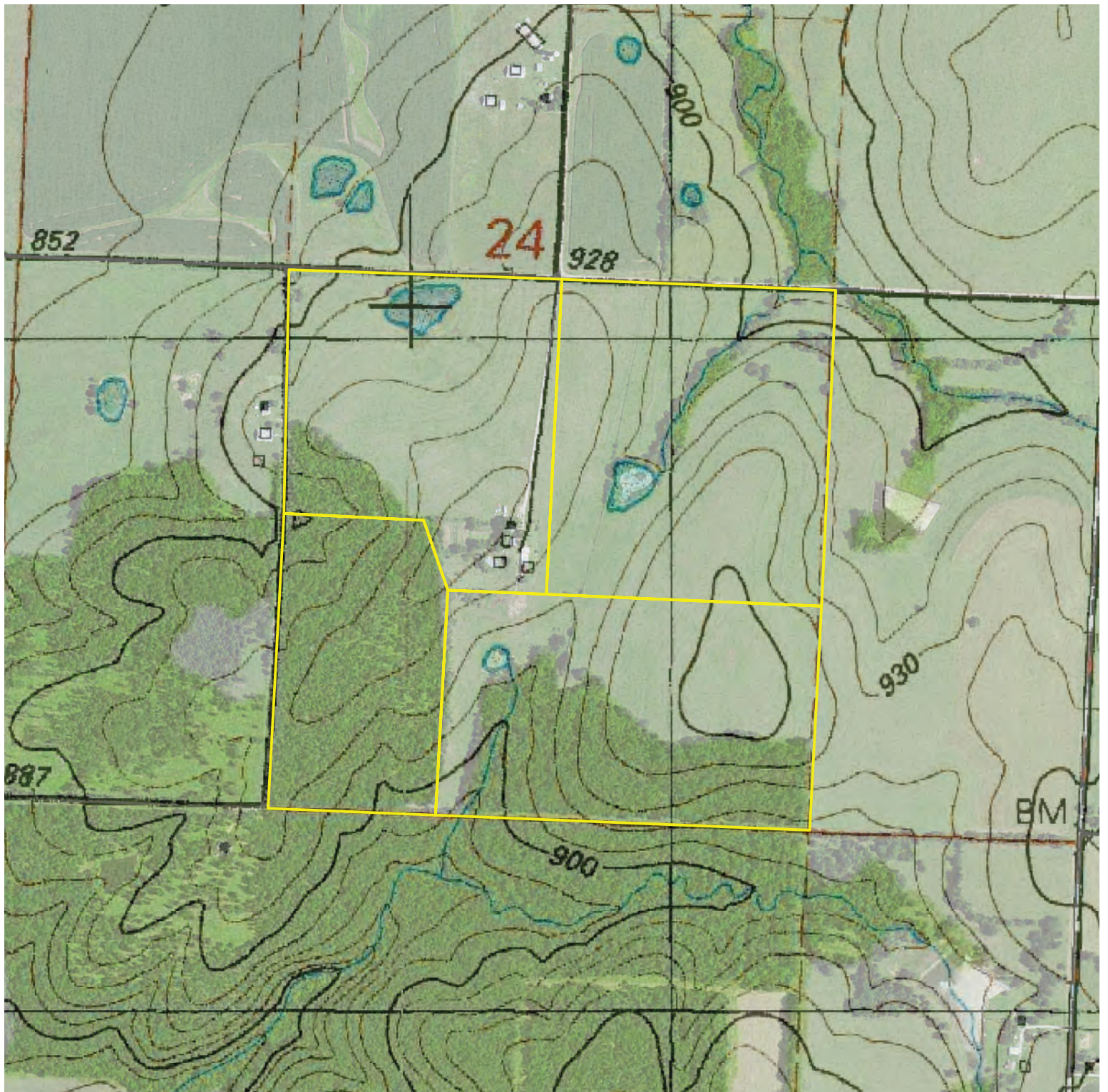
Soils data provided by USDA and NRCS.

SOILS MAP - TRACTS 5-7

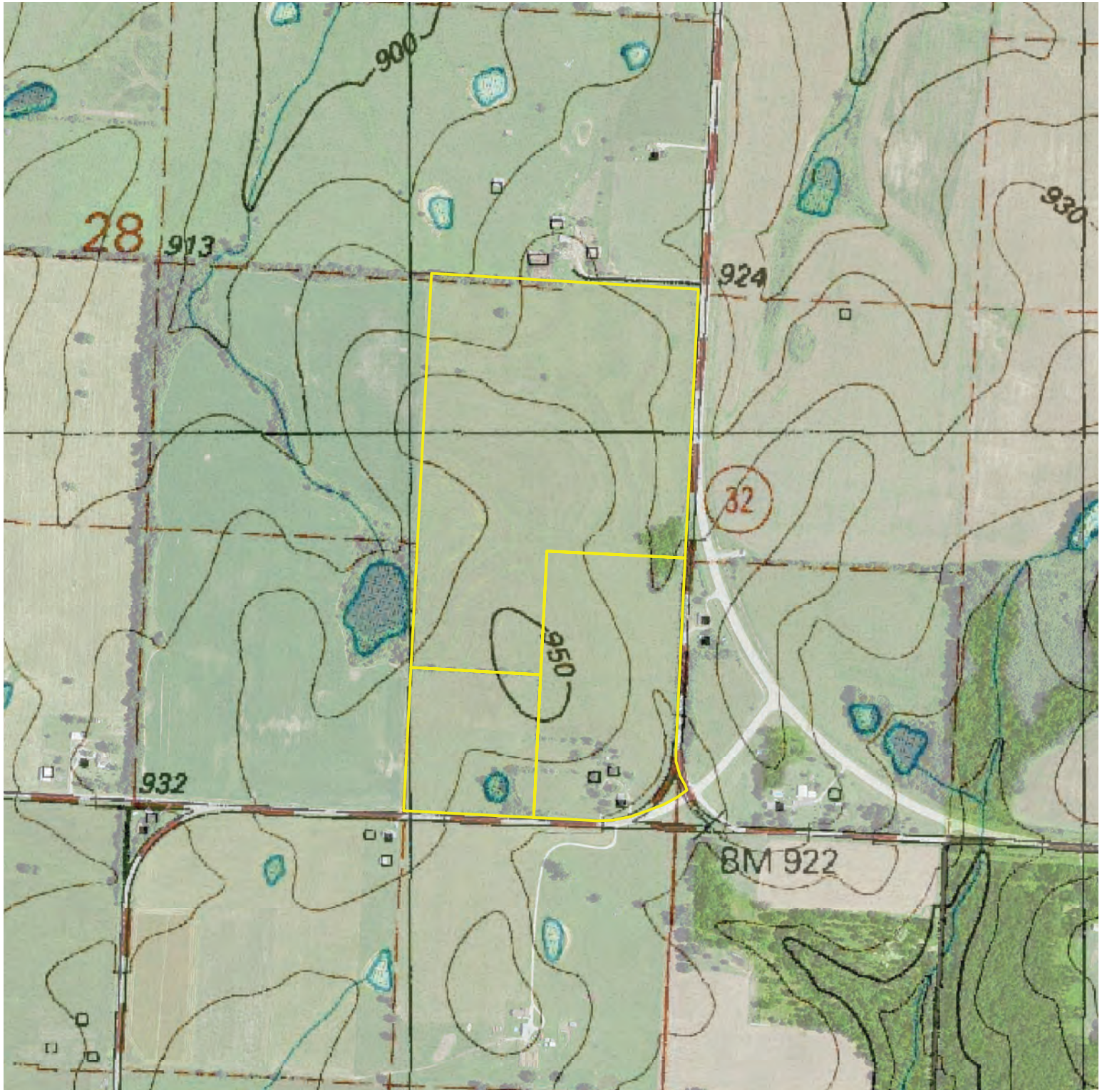


TOPOGRAPHICAL MAP

TOPOGRAPHICAL MAP - TRACTS 1-4



TOPOGRAPHICAL MAP - TRACTS 5-7



FSA INFORMATION

FSA INFORMATION - TRACTS 1-4



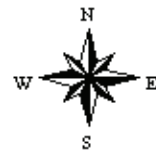
SCHRADER
Real Estate and Auction Company, Inc.

24-35N-29W
Vernon County
Missouri

Maps Provided By:
surety
CUSTOMIZED ONLINE MAPPING
© AgriData, Inc. 2014 www.AgriDataInc.com

map center: 37° 47' 18.89, 94° 4' 52.1

scale: 7295



5/4/2015

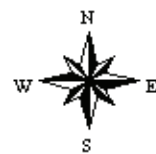
FSA INFORMATION - TRACTS 5-7



28-35N-28W
Cedar County
Missouri

map center: 37° 46' 20.67, 94° 1' 11.56

scale: 5823



5/4/2015



TAX INFORMATION

TAX INFORMATION - TRACTS 1-4

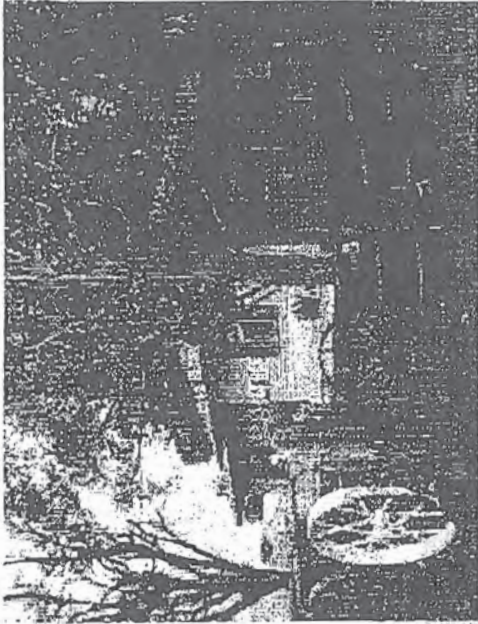
PDF 20 WORKING

Vernon County Assessor

Parcel Summary
 PIN 20-6.0-24-000-000-004.000
 Deed ELLISON TRUST
 Contract 30474 E QUANTRILL RD
 Address ZNE 3 NOT R5 NOT PAV Plat Map ZNE3
 Map Area 000-000-000
 Route Number E 1/2 SW4 & W 1/2 SE4
 Legal

Section 24 Deeded Acres 164.400
 Township 35 Lot
 Range 29 Block
 Loc. / Class Rural / Ag Dwelling

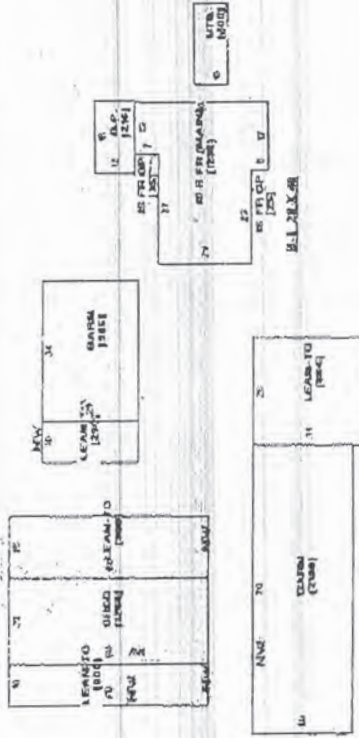
Land Basis	Front	Rear	Side 1	Side 2	R. Lot	SF	Acres
Ag Land						87,120.00	2.000
Site-Excess						43,560.00	1.000
Sub Total						7,161,264.00	164.400
Grand Total (includes all land areas)							



Residential Dwelling

Occupancy Single-Family / Owner Occupied
 Year Built 1950
 TLA/GLA 1,296 / 1,296 Ttl Rms 4
 Bsmt/Attic Full / None
 Heat/AC FHA & AC / Yes AC
 Bsmt Finish 0 / 0 / 0
 Ttl Bdrms 3
 Ttl Fireplaces 3

Plumbing Full Bath
 Garage 1



Agriculture	Residential	Comm/Other	Exempt
Lnd	\$19,600	\$6,500	
LdC			
Dwf	\$5,600	\$36,980	
Total	\$25,200	\$42,480	
Tax Val	\$67,680		
Sale Amount	Sale Date	Recording	
\$0	11/02/2012	00519 - 00274	
	04/01/1998	00426-00164	

TAX INFORMATION - TRACTS 5-7

Cedar County

Property Record Card

1/4 Printed : Monday, October 19, 2015

Parcel: **04-0-8-28-000-000-007.00**

Sec: 28 Twp: 35 Rge: 28
 Deed Acres: 75.90 Calc Acres: 77.38
 NBHD: Subd:

Situs: 2935 E HWY 97
 Owner and Mailing Address:
ELLISON TRUST

Legal Description:

E4 SE4 EX HY 32 & HY 97 R/W

CO: BANK OF OKLAHOMA NA
 9520 N MAY AVE., LOWER LEVEL
 OKLAHOMA CITY, OK 73120

Tax Entities Summary Values

School	R2 - EL DORADO SPG	ROAD	01	TYPE	BLDG	LAND	APPRAISED	ASSESSED
				Residential	10700	3000	13700	2600
				Agriculture	1730	14750	16480	1980
				Commerical	0	0	0	0
				Total	12430	17750	30180	4580

Deed and Sale Information:

Doc #	DB	PG	Date	T	Price	S	V	Grantor
0	2013	237	02/06/2013	QC	0	0	0	ELLISON HERMAN & ROSIE
0	RL19	969	05/06/2002		0			

Land Information:

Type	Cls	Code	Size	Unit Pr	Inf	Value
Acres	R	0	1.00	3,000	0	3,000
Ag	A	5	62.00	205	0	12,710
Ag	A	6	12.90	158	0	2,040

Assessed Value Information:

Year 2015: 4,580 Year 2016: 4,580 Pct Change: 0

Value Change Information:

YEAR	AGRICULTURAL	RESIDENTIAL	COMMERCIAL
2013	0	0	0
2013	0	0	0
2013	0	0	0
2013	0	0	0

Notes:

\$90,000 005-06-02CHANGED ADDRESS PER BANK OF AMERICA RECEIVED A LETTER FROM BANK OF AMERICA, LETTER IN PACKET

TAX INFORMATION - TRACTS 5-7

Parcel: 04-0.8-28-000-000-007.00

Improvement 1 of 3

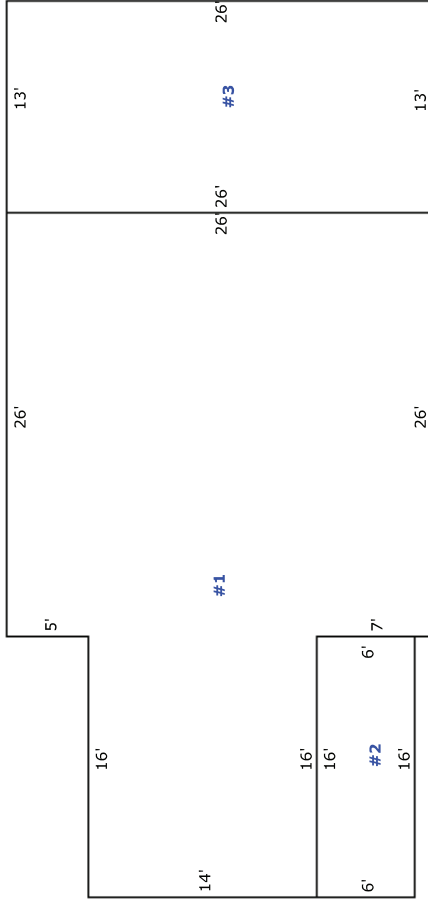
Cedar County 2/4 Printed : Monday, October 19, 2015

Class: R Use Type: 1 RES Style: 0
Improvement Information:
 Grade Scale: H Base: Heat:
 Year Built: 1890 Features: 0
 Apartments: 0 Class Units: 69
 Rooms: 0 Adj Area: 1,088
 Bedrooms: 0 Living Area: 900

Valuation Information:
 900 RCN:
 0 Comp Phys: 10
 0 Ovrdr Phys: 33
 -12 Functional: 0
 69 Economic: 0
 1,088 Tot Pct Gd: 33
 900 RCNLD: 10,700

Features:

QTY	DESC	VALUE
-----	------	-------



Type	Desc	Pct	Pts
Foundation	Cont Wall	100	0.0
Exterior Walls	Wood Fr Asb	100	30.0
Roof Type	Gable	100	8.0
Roof Material	Shingle, Asp	100	4.0
Floors	SP & A Tile	100	6.0
Interior Finish	Plaster No Furr	100	24.0
Electricity	Minimum	100	1.0
Plumbing	Avg	100	8.0

Component Units = 81

Addr#	#1	#2	#3
Level	1	1	1
Code	BA1	OP2	G5
Area	900	96	338

Use Type	Code	Qty	Class	Gr Scale	Gr Class	Class Units	Const Units	Total	Base Rate	Adj Rate	Index	Sq Ft Cost	Base Area	Adj Area	Base Cost	Extra Features	Repl Cost	Pct Gd	Value
1 RES		0	R	H	E	-12	81.00	69.00	19.62	13.54	2.2	29,79	900.00	1,088.00	32,412.00	0.00	32,412.00	33.00	10,700.00

TAX INFORMATION - TRACTS 5-7

Parcel: 04-0-8-28-000-000-007.00

Class: A Use Type: 21 BARN Style: 0

Improvement Information:

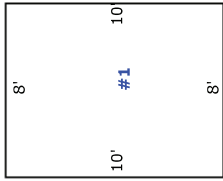
Grade Scale: 1900
 Year Built: 0
 Eff Year: 0
 Apartments: 0
 Rooms: 0
 Bedrooms: 0

Valuation Information:

Base: 80
 Heat: 0
 Features: 0
 Class Units: 0
 Const Units: 0
 Adj Area: 80
 Living Area: 0

RCN Information:

RCN: 720
 Comp Phys: 25
 Ovrld Phys: 17
 Functional: 0
 Economic: 0
 Tot Pct Gd: 17
 RCNLD: 120



Improvement 2 of 3

Features:	QTY	DESC	VALUE
	720		
	25		
	17		
	0		
	0		
	17		
	120		

Component Units = 0

Addin# #1
 Level 1
 Code A1
 Area 80

Use Type	Code	Qty	Class	Gr Scale	Gr Class	Class Units	Const Units	Total	Base Rate	Adj Rate	Index	Sq Ft Cost	Base Area	Adj Area	Base Cost	Extra Features	Repl Cost	Pct Gd	Value
21 BARN	B42	0	A			0	0,00	0,00	4,08	0,00	2,2	8,98	80,00	80,00	717,00	0,00	717,00	17,00	120,00

TAX INFORMATION - TRACTS 5-7

Parcel: 04-0.8-28-000-000-007.00

Class: A Use Type: 25 BIN Style: 0
Improvement Information:
 Grade Scale: Base: 0
 Year Built: Heat: 0
 Eff Year: Features: 3,916
 Apartments: 0 Class Units: 0
 Rooms: 0 Const Units: 0
 Bedrooms: 0 Adj Area: 1,780
 Living Area: 0

Valuation Information:
 RCN: 0
 Comp Phys: 0
 Ovrld Phys: 3,916
 Functional: 0
 Economic: 0
 Tot Pct Gd: 1,780
 RCNLD: 0

Improvement 3 of 3

Features:	DESC	QTY	VALUE
	BIN	1	1780

Cedar County 4/4 Printed : Monday, October 19, 2015

Component Units = 0

Addin#
 Level
 Code
 Area

Use Type	Code	Qty	Class	Gr Scale	Gr Class	Class Units	Const Units	Total	Base Rate	Adj Rate	Index	Sq Ft Cost	Base Area	Adj Area	Base Cost	Extra Features	Repl Cost	Pct Gd	Value
25 BIN	MISC	0	A			0	0,00	0,00	0,00	0,00	2.2	0,00	0,00	1,780,00	0,00	3,916,00	3,916,00	41.00	1,610,00



TITLE COMMITMENT

TITLE COMMITMENT



*Agents National Title
Insurance Company*

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by

Agents National Title Insurance Company

Agents National Title Insurance Company, a Missouri corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate ninety days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Agents National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.**

Countersigned:

A handwritten signature in blue ink that reads "Alisha J. Pitts".

Authorized Countersignature

Advantage Title & Abstract LLC

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TITLE COMMITMENT



*Agents National Title
Insurance Company*

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

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TITLE COMMITMENT



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SCHEDULE A

1. Effective Date: September 03, 2015 at 2:49 PM
2. Policy or Policies to be issued: Amount
 - a. Owner's Policy (N/A): \$ TBD
Proposed Insured: TBD
 - b. Loan Policy (N/A): \$ TBD
Proposed Insured: TBD
3. The estate or interest in the land described or referred to in this Commitment is:
Fee Simple
4. Title to the Fee Simple estate or interest in said land is at the Effective Date vested in:

Tract 1: Herman E. Ellison or Rosie E. Ellison, trustees of the Ellison Trust Dated October 8, 2012, by Quit Claim Deed from Herman E. Ellison and Rosie E. Ellison, husband and wife, filed February 6, 2013, in Book 2013 at Page 237, in Cedar County, Missouri.

Tract 2: Herman E. Ellison and Rosie E. Ellison, Trustees of the Ellison Trust Dated October 8, 2012, by Quit Claim Deed from Herman E. Ellison and Rosie E. Ellison, husband and wife, filed November 2, 2012, in Book 519 at Page 274, in Vernon County, Missouri.
5. The land referred to in this Commitment is described as follows:

Tract 1: All of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section Twenty-eight (28), Township Thirty-five (35) North, Range Twenty-eight (28) West of the 5th P.M., Cedar County, Missouri, LESS AND EXCEPT: Any and all that part deeded for highway purposes only.

Tract 2: The West Half of the Southeast Quarter (W 1/2 SE 1/4) AND the East Half of the Southwest Quarter (E 1/2 SW 1/4) of Section Twenty-four (24), Township Thirty-five (35) North, Range Twenty-nine (29) West of the Fifth Principal Meridian, Vernon County, Missouri.

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TITLE COMMITMENT



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Insurance Company*

SCHEDULE B I

1. Requirements:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- e. This commitment is subject to such further requirements or exceptions, if any, as may then be deemed necessary.
- f. **Tract 1 & 2:** If asked to insure subject property in the future, the title company would require a copy of the Ellison Trust Dated October 8, 2012 together with any amendments. In the alternative, a certification of the trust may be provided for review. A certification may be obtained from an attorney. We reserve the right to make additional requirements once we have reviewed the submitted documents.

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TITLE COMMITMENT



*Agents National Title
Insurance Company*

SCHEDULE B II

1. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:
 - a. Rights or Claims of parties in possession not shown by the public records.
 - b. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the land.
 - c. Easements, or claims of easements, not shown by public records.
 - d. Any liens, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - e. Taxes or special assessments which are not shown as existing liens by the public records.
 - f. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
 - g. Minerals, both subsurface and surface substances, including but not limited to coal, oil, gas, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests.
 - h. **Tract 1:** Taxes for 2015 and subsequent years. Parcel No. 04-08-28-000-000-007.00. 2014 Cedar County Taxes are **paid** in the base amount of \$220.84. None now due and payable.
 - i. **Tract 2:** Taxes for 2015 and subsequent years. Parcel No. 20-6.0-24-000-000-004.000. 2014 Vernon County Taxes are **paid** in the base amount of \$503.22. None now due and payable.
 - j. No examination for bankruptcy or federal court judgments has been performed.
 - k. **Tract 1:** Subject property is located within the boundaries of a Public Water Supply District No. 1, as evidenced by instrument filed April 16, 1991, in Book 210 at Page 304, in Cedar County, Missouri.
 - l. **Tract 1:** Subject property is located within the boundaries of a Public Water Supply District No. 1, as evidenced by instrument filed September 13, 1989, in Book 205 at Page 266, in Cedar County, Missouri.
 - m. **Tract 1:** Subject to Easement in favor of Kansas Power and Light Company and Missouri Highway Transportation Commission, filed August 14, 1989, in Book 205 at Page 207, in Cedar County, Missouri.
 - n. **Tract 1:** Subject to Easement in favor of Public Water Supply District No. 1 and Missouri Highway Transportation, filed May 18, 1989, in Book 205 at Page 121, in Cedar County, Missouri.
 - o. **Tract 1:** Subject property is located within the boundaries of a Public Water Supply District No. 1, as evidenced by instrument filed June 17, 1969, in Book 159 at Page 449, in Cedar County, Missouri.

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SCHEDULE B II

- p. **Tract 1:** Subject property is located within the boundaries of a Public Water Supply District, as evidenced by instrument filed February 23, 1968, in Book G at Page 65, in Cedar County, Missouri.
- q. **Tract 1:** Subject to Easement in favor of Gas Service Company, filed April 23, 1963, in Book 156 at Page 71, in Cedar County, Missouri.
- r. **Tract 1:** Subject to Quit Claim Deed filed November 7, 1995, in favor of Cedar County, Missouri, in Book 229 at Page 392, in Cedar County, Missouri.
- s. **Tract 1:** Subject to Memorandum of Agreement in favor of Southwestern Bell Wireless LLC, d/b/a Cingular Wireless, filed August 26, 2004, in Reel 48 at Pages 1213-1217, in Cedar County, Missouri.
- t. **Tract 1:** Subject to Assignment of Easements and Rights-of-Way in favor of Laclede Gas Company, filed September 4, 2013, in Book 2013 at Page 1993, in Cedar County, Missouri.
- u. **Tract 2:** Easement for waterline in favor of Consolidated Public Water Supply District No. 1 of Vernon County, Missouri, Dated July 15, 1997 and Recorded April 15, 1998 in Book 426 at Page 164 in the Recorder's Office, Vernon County, Missouri.
- v. **Tract 2:** Any part lying in 3025 Road along the West side thereof, as shown on the Assessor's Map of Vernon County, Missouri. (SESW)
- w. **Tract 2:** Any part lying in Quantrill Road along the North side thereof, as shown on the Assessor's Map of Vernon County, Missouri.
- x. **Tract 2:** Rights of upper and lower riparian owners to the free and unobstructed flow of the water of Fly Creek, without diminution or pollution. (SWSE)
- y. **Tract 2:** Consequences, if any, from past or future change in the location of Fly Creek, or any dispute arising over the location of the old bed of the Fly Creek, as used and occupied. (SWSE)
- z. **Tract 2:** Any adverse effect of any Federal Flood Control Act, Wetlands or Submerged Land Acts or other related legislation. (SWSE)
- aa. **Tract 2:** Any adverse claim to any portion of said land which may have been created by artificial means or has accreted to such portion so created. (SWSE)
- ab. **Tract 2:** No title is or will be insured as to any portion of the described land which constitutes the bed of Fly Creek, its sloughs or backwaters. (SWSE)
- ac. **Tract 2:** No title is or will be insured to any land lying below the present or former high water line of Fly Creek. (SWSE)
- ad. **Tract 2:** Any inconsistencies in the boundaries of the insured land created by accretions, avulsions, relictions, or the meandering of Fly Creek. (SWSE)

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SCHEDULE B II

Note: There should be set forth in paragraph numbered II of Schedule B all matters that would be shown in Schedule B of an Owner's Policy issued on the effective date of the Commitment, including those general exceptions such as rights of parties in possession, survey matters, etc., which in many instances are printed as part of Schedule B of the Policy. It is proper to note that an exception shown may be omitted from the Policy as outside of the coverage of the Policy to be issued, or for some other reason.

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TITLE COMMITMENT



*Agents National Title
Insurance Company*

Privacy Policy Notice
as of September 1, 2015
PURPOSE OF THIS NOTICE

Agents National Title Insurance Company and its affiliates ("Agents National Title," "we" and "us") share your concerns about privacy. As such, in accordance with federal and state laws and regulations, we are providing you with this notice of how we might use the information about you which we gather in the process of issuing our title insurance products.

Title V of the Gramm-Leach-Bliley Act (GLBA) and the laws of the state in which you reside generally prohibit us from sharing nonpublic personal information about you with a third party unless we provide you with this notice of our privacy policies and practices, such as the type of information that we collect about you and the categories of persons or entities to whom that information may be disclosed. In compliance with the GLBA and the laws of this state, we are providing you with this document, which notifies you of the privacy policies and practices of Agents National Title.

OUR PRIVACY POLICIES AND PRACTICES

I. Information we collect and sources from which we collect it:

We do not collect any nonpublic personal information about you other than the following:

Information we receive from you or from your attorney or other representatives by verbal or written communication, on applications or other forms, or by other means;

Information about your transactions with us, including your contact information and information concerning you and the real property that is the subject of your transaction.

Information about you from individuals and companies other than those proposed for coverage, including your real estate agent(s), lender(s), insurer(s) or other individuals and companies with which you do business.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional information will be collected about you.

II. Information we disclose to third parties:

In the course of our general business practices, we may disclose the information that we collect (as described above) about you or others without your prior authorization to the following types of institutions for the reasons described:

To a third party such as a surveying, real estate tax research, municipal data firm or other third party if the disclosure will enable that party to perform a business, professional or insurance function in conjunction with your transaction that you have requested or that is fundamental to services and products provided by us for you;

To an insurance institution, agent or credit reporting agency in order to detect or prevent criminal activity, fraud or misrepresentation in connection with an insurance transaction;

To an insurance institution, agent or credit reporting agency for either us or the entity to which we disclose the information to perform a function in connection with an insurance transaction involving you;

To an insurance regulatory authority, law enforcement, or other governmental authority in order to protect our interests in preventing or prosecuting, fraud, or if we believe that you have conducted illegal activities, or to otherwise comply with federal, state or local laws or judicial or administrative orders or requests;

To an actuarial or research organization for the purpose of conducting actuarial or research studies.

To lenders, lienholders, judgment creditors or other parties having or claiming an interest in the real property that is the subject of your transaction for the purpose of providing our services and products to you.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH AFFILIATES OR NON-AFFILIATED THIRD PARTIES FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

TITLE COMMITMENT



*Agents National Title
Insurance Company*

III. Your right to access and amend your personal information:

You have the right to request access to the personal information that we record about you. Your right includes the right to know the source of the information and identity of the persons, institutions or types of institutions to whom we have disclosed such information within 2 years prior to your request. Your right includes the right to view such information and copy it in person, or request that a copy of it be sent to you by mail (for which we may charge you a reasonable fee to cover our costs). Your right also includes the right to request corrections, amendments or deletions of any information in our possession. The procedures that you must follow to request access to or an amendment of your information are as follows:

To obtain access to your information from Agents National Title: You should submit a request in writing to Agents National Title Insurance Company, Attention: National Risk Department, 1207 West Broadway, Ste C, Columbia, MO 65203. The request should include your name, address, policy number, telephone number, and the information to which you would like access. The request should state whether you would like access in person or a copy of the information sent to you by mail. Upon receipt of your request, we will contact you within 30 business days to arrange providing you with access in person or the copies that you have requested.

To obtain access to your information from the issuing agent: You should submit your written request including the specified information to the address stated on your title insurance product. The request should include the same information mentioned above for request to Agents National Title.

To correct, amend, or delete any of your information: You should submit a request in writing to the address referenced directly above. The request should include your name, address, policy number, telephone number, the specific information in dispute, and the identity of the document or record that contains the disputed information. Upon receipt of your request, we will contact you within 30 business days to notify you either that we have made the correction, amendment or deletion, or that we refuse to do so and the reasons for the refusal which you will have an opportunity to challenge.

IV. Our practices regarding information confidentiality and security:

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic person information.

V. Our Policy regarding dispute resolution:

Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

VI. Reservation of the right to disclose information in unforeseen circumstances:

In connection with the potential sale or transfer of its interest, Agents National Title, your issuing agent, and their respective affiliates reserve the right to sell or transfer your information (including but not limited to your address, name, age, sex, zip code, state and country of residency and other information that you provide through other communications) to a third party entity that (1) concentrates its business in a similar practice or service; (2) agrees to be successor in interest of Agents National Title or your issuing agent with regard to the maintenance and protection of the information collected; and (3) agrees to the obligations of this privacy statement.



PHOTOGRAPHY



TRACT 1



TRACT 1



TRACT 1





TRACT 2



TRACT 2



TRACT 2





TRACT 4



TRACT 4



TRACT 4



TRACT 4



TRACT 5



TRACT 6

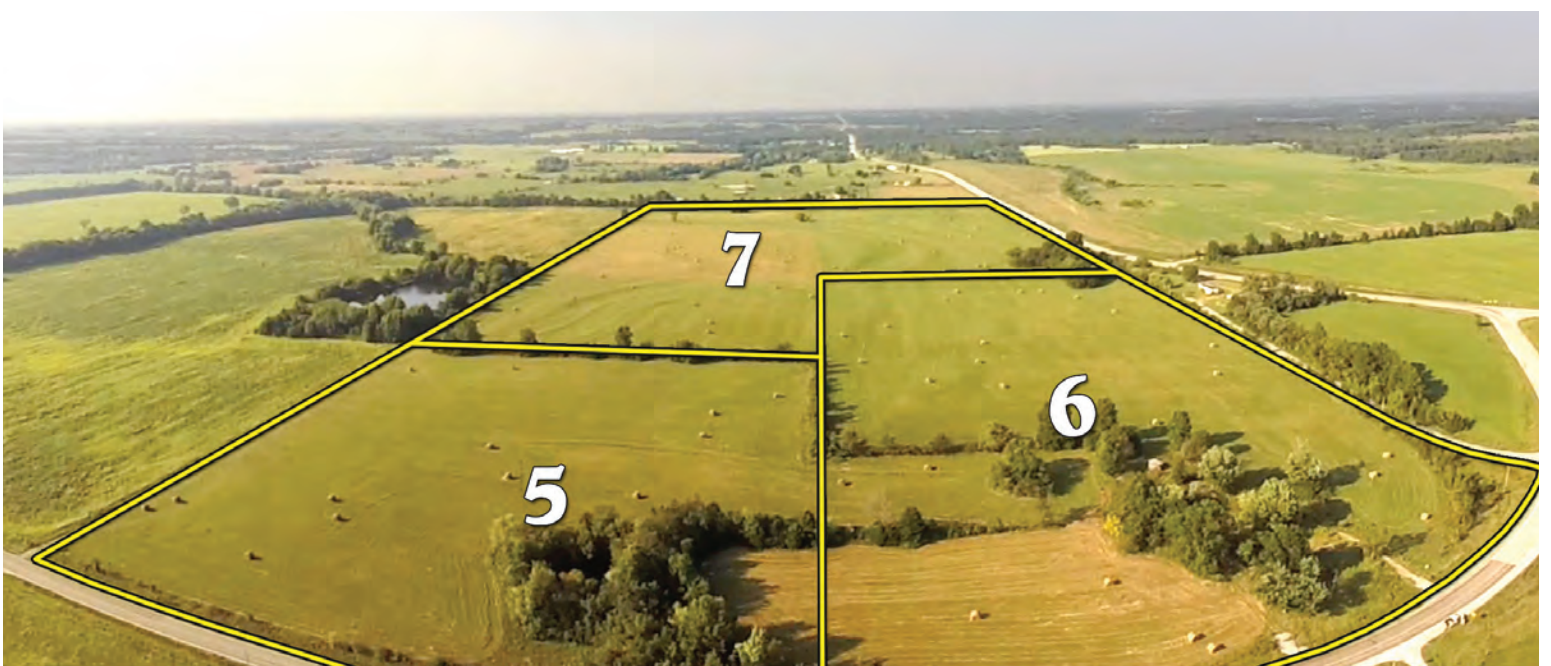
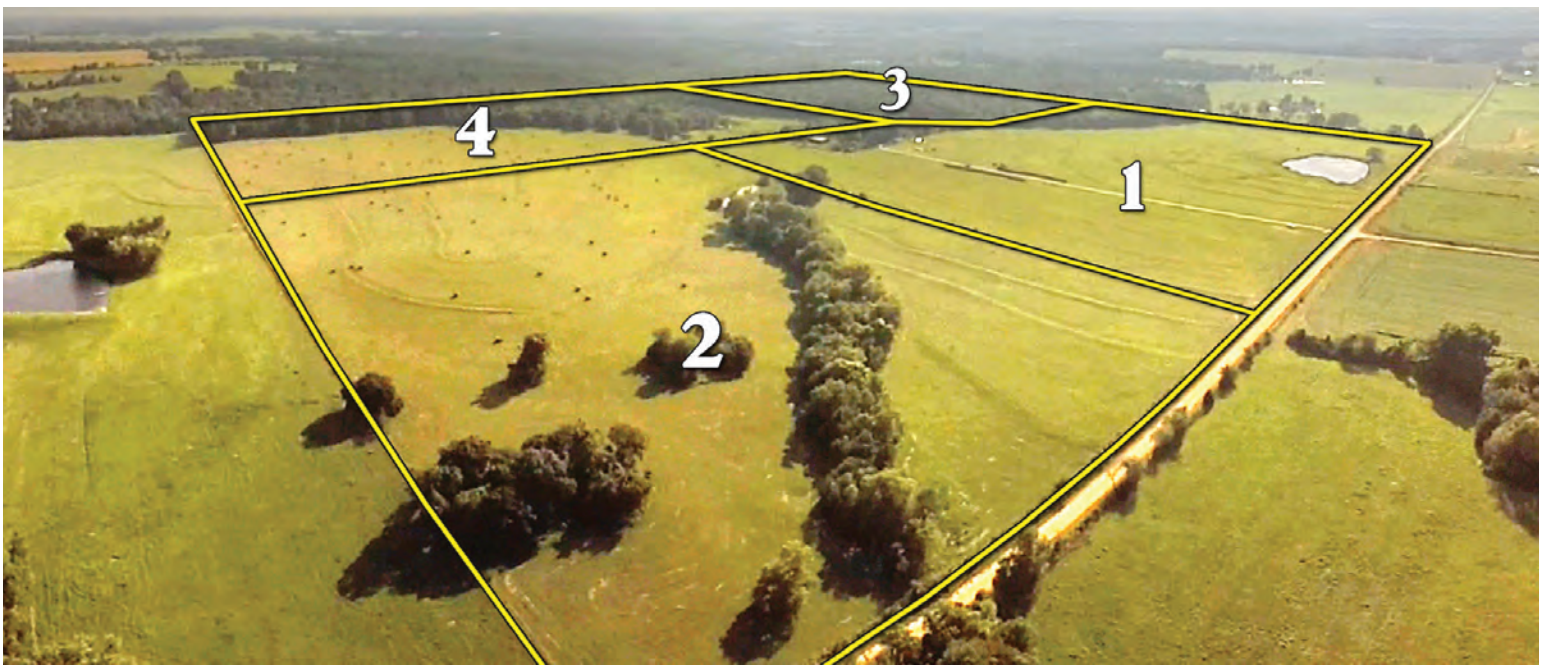


TRACT 6



TRACT 6







AUCTION TERMS & CONDITIONS

PROCEDURE: Tracts 1 through 7 will be offered in individual tracts, in any combination of these tracts, or as a total unit per auction date and time. There will be open bidding on all tracts and combinations during the auctions as determined by the Auctioneer. Bids on tracts, tract combinations and the total property may compete. The property will be sold in the manner resulting in the highest total sale price.

BUYER'S PREMIUM: The contract purchase price will include a Buyer's Premium equal to 4% of the bid amount.

DOWN PAYMENT: 10% of the total contract purchase price will be due as a down payment on the day of auction, with the balance due in cash at closing. The down payment may be made in the form of cashier's check, personal check, or corporate check. **YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, SO BE SURE YOU HAVE ARRANGED FINANCING, IF NEEDED, AND ARE CAPABLE OF PAYING CASH AT CLOSING.**

APPROVAL OF BID PRICES: All successful bidders will be required to enter into purchase agreements at the auction site immediately following the close of the auction. The auction bids are subject to the acceptance or rejection by the Seller.

DEED: Seller shall be obligated only to convey a merchantable title by individual DEED and/or TRUSTEES DEED WITHOUT WARRANTY.

EVIDENCE OF TITLE: Seller agrees to make available to bidder a preliminary title insurance commitment to

review prior to auction. The cost of title insurance, if the buyer(s) elects to purchase the title insurance policy, will be the responsibility of the buyer(s). Seller agrees to provide merchantable title to the property subject to matters of record, general conditions of title, and similar related matters. All tracts sold "AS-IS".

CLOSING: The closing shall take place 45 days after the auction or as soon thereafter as applicable closing documents are completed by Seller.

POSSESSION: Possession of the land shall be at closing.
REAL ESTATE TAXES: Real Estate taxes shall be prorated to the date of closing.

SURVEY: The Seller shall provide a new survey where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Any need for a new survey shall be determined solely by the Seller. Seller and successful bidder shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the Seller's option and sufficient for providing title insurance. Closing prices shall be adjusted to reflect any difference between advertised and surveyed acres, if a new survey is determined to be necessary by the Seller.

ACREAGE AND TRACTS: All acreages are approximate and have been estimated based on current legal descriptions and/or aerial photos. Any corrections, additions, or deletions will be made known prior to the auction.

AGENCY: Schrader Real Estate and Auction Company,

Inc. and their representatives are exclusive agents of the Seller.

DISCLAIMER AND ABSENCE OF WARRANTIES: All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches and dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Seller and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final. **ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.**

NEW DATE, CORRECTIONS AND CHANGES: Please arrive prior to scheduled auction time to inspect any changes or additions to the property information.



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