

Cover page for:

Preliminary Title Insurance Schedules **(with copies of recorded exception documents)**

Preliminary title insurance schedules prepared by:

Town & Country Abstract Co. Inc.

File Number: Wilmoth-Monroe (May 13, 2025)

Auction Tracts 1 - 5

Note: The tracts identified in the attached preliminary title insurance schedules ("Title Tracts") are correlated to the Auction Tracts as follows:

Title Tract:	Auction Tract(s):
1	3, 4 & 5
2	1 & 2
3	1 & 2

For September 16, 2025 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Shirley A. Wilmoth Trust dated December 2, 2016



Fidelity National Title Insurance Company

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Town & Country Abstract Co. Inc.
Issuing Office: 541 West Coates, Moberly, Missouri 65270
Issuing Office's ALTA® Registry ID:
Loan ID No.:
Commitment No.: WILMOTH-MONROE
Issuing Office File No.: WILMOTH-MONROE
Property Address: County Road 127, 1052, 1085 & Highway 151, Madison, MO
Revision No.:

SCHEDULE A

- 1. Commitment Date: May 13, 2025 at 08:00 AM
2. Policy to be issued:
a. ALTA Own. Policy 7/01/2021
Proposed Insured: TO BE DETERMINED
Proposed Amount of Insurance:
Premium:
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple
4. The Title is, at the Commitment Date, vested in:
Shirley Ann Wilmoth, Trustee of the Shirley A. Wilmoth Trust dated December 2, 2016.
5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

TOWN & COUNTRY ABSTRACT CO. INC.

By: Sarah Swallow
Authorized Signature

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C170B25 Sch. A

ALTA Commitment for Title Insurance (07-01-2021) w-MO Mod

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(WILMOTH-MONROE.PFDWILMOTH-MONROE/7)



EXHIBIT A

Commitment No.: WILMOTH-MONROE

File No. WILMOTH-MONROE

Tract 1: All of the South Half (S 1/2) of the Southeast Quarter (SE 1/4) and the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4), all in Section Two (2), Township Fifty-three (53), Range Twelve (12) West; and, all of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4), and the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section Two (2), Township Fifty-three (53), Range Twelve (12), Monroe County, Missouri, except lands heretofore deeded to the State of Missouri for highway purposes, as shown in Record No. 97, at page 441, of the deed records of Monroe County, Missouri.

Tract 2: All of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section Two (2), Township Fifty-Three (53) North, Range Twelve (12) West of the Fifth Principal Meridian; the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Two (2), Township Fifty-Three (53) North, Range Twelve (12) West; and the South One-Fourth (S 1/4) of the East half (E 1/2) of the Northwest Quarter (NW 1/4) of Section Two (2), Township Fifty-Three (53) North, Range Twelve (12) West of the Fifth principal Meridian; all in Monroe County, Missouri.

Tract 3: The East Half (E 1/2) of the Northwest Quarter (NW 1/4) EXCEPT twenty (20) acres off the South side thereof, ALSO, the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) EXCEPT Twenty-five (25) acres off the East side thereof, all in Section Two (2), Township Fifty-Three (53) North, Range Twelve (12) West, in Monroe County, Missouri.



Fidelity National Title Insurance Company

SCHEDULE B, PART I - Requirements

Commitment No.: WILMOTH-MONROE

File No. WILMOTH-MONROE

All of the following Requirements must be met

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Deed of Trust to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from Shirley Ann Wilmoth, Trustee of the Shirley A. Wilmoth Trust dated December 2, 2016 to TO BE DETERMINED
5. We will require a current Trust Certification of the Shirley A. Wilmoth Trust in Compliance with RSMo.456.10-1013. Include any amendments thereto. Upon receipt and review, additional requirements may be made.
6. Notice: Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
7. Please read the exceptions and the terms shown or referred to herein carefully. The exceptions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

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27C170B25 Sch.B

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(WILMOTH-MONROE.PFD\WILMOTH-MONROE\7)

SCHEDULE B
(Continued)

Commitment No.: WILMOTH-MONROE

File No. WILMOTH-MONROE

SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records.
4. Any encumbrance, violation, variation, or adverse circumstance, boundary lines overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.
5. Any lien or right to a lien, for services, labor, material, or equipment 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. All assessments and taxes due in 2025 and thereafter.
Tax I.D. 18-1.0-02-0-00-008.000; 2024 County taxes were paid in the amount of \$716.41.
Tax I.D. 18-1.0-02-0-00-008.010; 2024 County taxes were paid in the amount of \$159.69.
Tax I.D. 18-1.0-02-0-00-004.000; 2024 County taxes were paid in the amount of \$444.24.
Tax I.D. 18-1.0-02-0-00-002.000; 2024 County taxes were paid in the amount of \$278.63.
8. Judgments, state tax liens, and federal tax liens, if any, against the party(ies) to be insured as owner(s).
9. Water Line Easement to the Public Water Supply District #2 of Monroe County, Missouri, recorded July 17, 1985 in Book 212 at page 46.
10. NOTE: This informational commitment is not an abstract or opinion of title, nor is it a commitment to insure title. This commitment is furnished for reference purposes only and should not be relied upon for title purposes when acquiring or conveying an interest in the land. It may not be relied upon as a commitment to insure title to the land identified herein. If title insurance coverage is desired, application should be made for a title insurance commitment in a specified amount and identifying the proposed insured.

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27C170B25 Sch. B

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(WILMOTH-MONROE.PFDWILMOTH-MONROE/8)

Return - Olope Menzies

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Water Line Easement

KNOW ALL MEN BY THESE PRESENTS:

That Robert Lee Gluck, et al. of the County of Monroe, and State of Missouri, hereinafter designated as Grantor for and in consideration of the sum of \$1.00 and other valuable considerations, paid and delivered by the Public Water Supply District #2 of Monroe County, Missouri (hereinafter referred to as the District), organized under the laws of the State of Missouri; the receipt of which is hereby acknowledged, hereby Grants, Bargains, Sells and Conveys to said District the perpetual easement and right to enter upon the lands of Grantor; situated in the County of Monroe, in the State of Missouri, described as follows: A tract of land

139.08 acres E 1/2 SESW & S 1/2 SENESE 2-53-12

and to erect, construct, install, lay, operate, survey, inspect, maintain, repair, rebuild, replace, remove and patrol on or over or under said lands, and in and upon all streets, roads, or highways abutting said lands, pipes or tiles for the transmission of water, and all appliances necessary in connection therewith, together with the perpetual right to go in and upon said land for said purposes. The water line easement hereby granted shall be 20 feet in width, the center line thereof to be located across said land as installed.

To have and to hold said easement and rights unto said District forever.

Title to said water pipe line shall be and remain in said District.

Grantor covenants to and with said District that subject to existing easements, if any, for public highways or roads, railroads, laterals, ditches, pipe lines and electrical transmission or distribution lines and telephone and telegraph lines covering the land herein described, Grantor is lawfully seized and possessed of said lands, has a good and lawful right and power to sell and convey them and that they are free and clear of all liens and encumbrances, except as herein stated and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

And in the event of a prior lien upon said lands, the Grantor agrees to secure a subordination or release from the holder of such lien, so that this easement shall be first or prior to such lien. That the lien recorded in Book _____ at Page _____ of the Records of the Recorder of Deeds for Monroe County, Missouri, is the only lien thereon.

Grantor further agrees that all checks or warrants that may be paid under the provisions of this easement, may be made payable to the Grantor and the holder of such lien. That the lien holder shall execute waiver on the second sheet hereof, which is made a part hereof.

IN WITNESS WHEREOF, We have set our hands this 21 day of May

A.D., 1925

Please have notarized on Back

X Robert Lee Gluck, et al.

Corporate Acknowledgement

State of Missouri)
) ss.
County of Monroe)

On This _____ day of _____, 19____ before me appeared _____
to me personally known, who, being by me duly sworn, did say that he is the President of _____
_____ a Corporation of the State of Missouri, and that the seal affixed to the foregoing instru-
ment is the corporate seal of said Corporation and that said instrument was signed and sealed in behalf
of said Corporation by authority of its Board of Directors and said _____
acknowledged said instrument to be the free act and deed of said Corporation.

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

STATE OF MISSOURI)
COUNTY OF MONROE) Commission expires: _____

This instrument was duly filed for record in
the Recorder's Office of the County & State
aforesaid on the 17th day of July
1985, at 10 o'clock 35 minutes PM
and has been duly recorded in Book 212
at page _____

Notary Public

Witness my hand and the seal of said office on
the day and year aforesaid

Individual Acknowledgement

Dean L. Dorney
in witness whereof, (we) (I) have set (our) (my) (hands) (hand) this 21ST day of MAY
by Sharon S. Thurman Roger Lee Grier, et al
Deputy Recorder

State of Missouri,)
) ss.
County of Monroe)

On This 21ST day of MAY, 1985, before me a Notary Public in and for the
County of ST CLAIR in the State of MISSOURI, personally appeared _____

to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged
that (they) (he) (she) executed the same as (their) (his) (her) free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in
11111015 the day and year first above written.

My commission expires: 1-16-89

Wilfred M. Burish
Notary Public

ST CLAIR County, MISSOURI

Authorize