



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
WESTCOR LAND TITLE INSURANCE COMPANY

NOTICE

IMPORTANT – READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

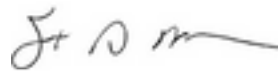
COMMITMENT TO ISSUE POLICY


Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, Westcor Land Title Insurance Company, a South Carolina corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

WESTCOR LAND TITLE INSURANCE COMPANY
875 Concourse Parkway South Suite 200, Maitland,
FL 32751




By: _____
President


By: _____
Secretary

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COMMITMENT CONDITIONS**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I – Requirements;
- 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 is not 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

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- iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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

Issuing Agent: MCFADDEN LAND AND TITLE COMPANY, LLC
 Issuing Office: 121 East Cherry Street
 Nevada, MO 64772
 Issuing Office's ALTA® Registry ID:
 Loan ID Number:
 Commitment Number: N-5016
 Issuing Office File Number: N-5016
 Property Address: 101 East Atlantic Street, Nevada, MO 64772
 Revision Number:

SCHEDULE A

1. Commitment Date: June 27, 2025 at 8:00 AM
2. Policy to be issued:
 - (a) 2021 ALTA Owner's Policy
 Proposed Insured:
 Proposed Amount of Insurance: \$
 The estate or interest to be insured: **fee simple**
3. The estate or interest in the Land at the Commitment Date is:
 fee simple
4. The Title is, at the Commitment Date, vested in Todd Butterfield and May Ling Butterfield, Co-Trustees of Dean S. Butterfield Trust of 2002 as appointed by Vernon County, Missouri, Circuit Court, Case No. 25VE-PR00160.
5. The Land is described as follows:
 See Exhibit A attached hereto and made a part hereof.

MCFADDEN LAND AND TITLE COMPANY, LLC

121 East Cherry Street, Nevada, MO 64772
 Telephone: (417) 667-2882

Countersigned by:



 Lonnie J McFadden, License #0264727
 MCFADDEN LAND AND TITLE COMPANY, LLC, License
 #8008495

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SCHEDULE B, PART I – Requirements

All of the following Requirements must be met:

1. This Title Commitment is for Informational purposes only, therefore no other requirements listed.

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SCHEDULE B, PART II – Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements or claims of easements not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
5. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by public records.
6. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.
 1. Taxes for 2025, base amount of \$862.60, plus penalties and interest, are shown as UNPAID.
Parcel #13-8.0-33-003-008-020.000
7. If an owner's policy is to be issued, the mortgage encumbrance, if any, created as part of the purchase transaction.
8. Roads, ways, streams, riparian rights, title to any filled-in-lands, easements or claims of easements not shown by public records.
9. Sewer Line Easement granted to City of Nevada, MO dated February 14, 1956 and filed in the Real Estate Records of Vernon County, Missouri August 8, 1956 in Book 256 at Page 370. (Tract 1)

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EXHIBIT A

The Land referred to herein below is situated in the County of Vernon, State of Missouri and is described as follows:

Tract 1:

ALL OF LOTS ONE (1), TWO (2), THREE (3), FOUR (4) AND FIVE (5) OF BLOCK FOURTY-SEVEN (47) OF PARK ADDITION TO NEVADA, VERNON COUNTY, MISSOURI, AS PER THE RECORDED PLAT THEREOF; EXCEPT THE EAST 109.50 FEET OF LOTS ONE (1), TWO (2), THREE (3), FOUR (4) AND FIVE (5), ALSO EXCEPT THE EAST 109.50 FEET OF THE NORTH 34.87 FEET OF LOT THREE (3). SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

TRACT 2:

ALL OF LOTS TWO (2), THREE (3), FOUR (4), FIVE (5) AND SIX (6) OF BLOCK FOUR (4) OF DUNPHY'S ADDITION TO THE CITY OF NEVADA, VERNON COUNTY, MISSOURI, AS PER THE RECORDED PLAT THEREOF.

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CHAIN OF TITLE

The only conveyances affecting said land, which recorded within twenty-four (24) months of the date of this report, are as follows:

Property: 101 East Atlantic Street, Nevada, MO 64772

- Thomas J. Maxwell and Eva Maxwell, h/w to Forrest Maxwell etal by deed dated 08/31/1953 and recorded on 09/02/1953 in Book 242 at Page 278 in the Official Records of the Vernon County Recorder of Deeds.
- Forrest Maxwell etal to Maxwell Bros., Inc by deed dated 01/01/1963 and recorded on 07/03/1963 in Book 276 at Page 192 in the Official Records of the Vernon County Recorder of Deeds.
- Maxwell Bros., Inc to Orville Maxwell and Blanche Maxwell, h/w by deed dated 04/24/1978 and recorded on 05/15/1978 in Book 319 at Page 575 in the Official Records of the Vernon County Recorder of Deeds.
- Orville Maxwell and Blanche Maxwell, h/w to Blanche Maxwell, asp, Nancy Maxwell Caldwell and Robert Caldwell, w/h by deed dated 06/01/1978 and recorded on 06/01/1978 in Book 333 at Page 541 in the Official Records of the Vernon County Recorder of Deeds.
- Blanche Maxwell, asp, Nancy Maxwell Caldwell and Robert Caldwell, w/h to Robert D. Butterfield and Kuan Kuan Butterfield, h/w by deed dated 10/13/1992 and recorded on 10/21/1992 in Book 395 at Page 95 in the Official Records of the Vernon County Recorder of Deeds.
- Robert D. Butterfield and Kuan Kuan Butterfield, h/w to Dean Butterfield, a single person by deed dated 08/06/1994 and recorded on 08/09/1994 in Book 404 at Page 480 in the Official Records of the Vernon County Recorder of Deeds.
- Dean Butterfield, a single person to Dean Butterfield, a single person by deed dated 08/31/1995 and recorded on 09/08/1995 in Book 409 at Page 423 in the Official Records of the Vernon County Recorder of Deeds.
- Dean S. Butterfield, Trustee of Dean Butterfield RLT Agreement of 1994 to Dean S. Butterfield and Dean K. Butterfield, Trustees of Dean S. Butterfield Trust of 2002 by deed dated 03/20/2002 and recorded on 03/21/2002 in Book 447 at Page 595 in the Official Records of the Vernon County Recorder of Deeds.
- Dean Butterfield, a single person to Dean S. Butterfield, Trustee of Dean Butterfield RLT Agreement of 1994 by deed dated 03/20/2002 and recorded on 03/21/2002 in Book 447 at Page 592 in the Official Records of the Vernon County Recorder of Deeds.

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