Auction Prospectus

Walter Cleveland Gardner Sr. Trust
15665 E. Quail Rd. | Nevada, MO



Presented By: J.J. Curtis | REALTOR®

Enjoy peaceful country living with this charming 2-bedroom, 1-bath home situated on approximately 1.9 acres at 15665 E Quail Road in Nevada, Missouri. Conveniently located on a paved road about one mile from Frank E. Peters Golf Course and within the Nevada R-5 School District, this property offers an appealing combination of rural tranquility and convenient access to town. Offering comfortable single-level living, an attached 2-car garage, and numerous recent improvements, this home combines rustic character with modern conveniences. Updates include new vinyl siding and seamless gutters installed in 2026, along with a newer roof, vinyl replacement windows, PEX plumbing, septic system, air conditioning unit, and upgraded 200-amp electrical service on the exterior of the home. Inside, you'll find an inviting living room featuring luxury vinyl plank flooring, warm wood accents, and a fireplace with a convenient wood pass-through from the attached garage. The adjoining dining area offers a sliding glass door overlooking the spacious yard, while the kitchen features solid oak cabinetry, granite-look countertops, tile backsplash, and a center island with pendant lighting. Both bedrooms offer comfortable living space, while the bathroom features an updated-style vanity and glass-enclosed shower. Additional interior features include rustic barn-style doors, a dedicated laundry room, and a practical floor plan designed for easy everyday living. Outside, the approximately 1.9-acre setting provides plenty of room for gardening, outdoor activities, or simply enjoying the peaceful countryside. With its paved road location, proximity to Frank E. Peters Golf Course, Nevada R-5 School District, attached 2-car garage, and numerous improvements already completed, this property offers an attractive opportunity for homeowners and investors alike. 2025 Taxes were $856.

Curtis & Sons Realty

(417) 667-7868



www.curtisandsonsrealty.com

Property Client Full

15665 E Quail Road, Nevada, MO 64772 L Price: **$1**
MLS#: **2641713** Status: **Active** County: **Vernon**
Residential
Area: **235 - Vernon, St Clair, Cedar, Barton and Dade**



Sub:
Type: **Other**
Bed: **Single Family**
2 Full Bath: **1** Half Bth: **0**
Above Grade Fin: **1,232** Source: **Assessor**
Below Grade Fin: **0** Source:**Assessor**
Below Grade Unfin: Source:
Total Fin SqFt: **1,232** Est. Comp Date:
Lot Size: **1.9 - Acres** Age: **41-50 Years**
Elem: Yr Built: **1978**
Middle: Senior: Tax: **$856**
District: **Nevada** FP: **Yes**
Bsmt: **No**
HOA: **$/None** CA: **Yes**
Terms: Gar: **Yes**
Legal: **BEG SE COR W 3/4 SW4 SE4 W 488.4 FT N 138.2 FT E 40 FT N 60 FT E 448.4 FT**
Direction Faces: **South**

General Information

Floor Plan: **Ranch**
Construct: **Frame, Vinyl Siding**
Garage: **2/Attached**
Dining: **Formal**
Lot Desc: **Acreage, Level**
Fireplace: **1/Living Room**
Style:
Roof: **Composition**
Bsmt: **Crawl Space**
Lake:
Fence:
Utilities: **Main Level, Off The Kitchen**

Remarks & Directions

Enjoy peaceful country living with this charming 2-bedroom, 1-bath home situated on approximately 1.9 acres at 15665 E Quail Road in Nevada, Missouri. Conveniently located on a paved road about one mile from Frank E. Peters Golf Course and within the Nevada R-5 School District, this property offers an appealing combination of rural tranquility and convenient access to town. Offering comfortable single-level living, an attached 2-car garage, and numerous recent improvements, this home combines rustic character with modern conveniences. Updates include new vinyl siding and seamless gutters installed in 2026, along with a newer roof, vinyl replacement windows, PEX plumbing, septic system, air conditioning unit, and upgraded 200-amp electrical service on the exterior of the home. Inside, you'll find an inviting living room featuring luxury vinyl plank flooring, warm wood accents, and a fireplace with a convenient wood pass-through from the attached garage. The adjoining dining area offers a sliding glass door overlooking the spacious yard, while the kitchen features solid oak cabinetry, granite-look countertops, tile backsplash, and a center island with pendant lighting. Both bedrooms offer comfortable living space, while the bathroom features an updated-style vanity and glass-enclosed shower. Additional interior features include rustic barn-style doors, a dedicated laundry room, and a practical floor plan designed for easy everyday living. Outside, the approximately 1.9-acre setting provides plenty of room for gardening, outdoor activities, or simply enjoying the peaceful countryside. With its paved road location, proximity to Frank E. Peters Golf Course, Nevada R-5 School District, attached 2-car garage, and numerous improvements already completed, this property offers an attractive opportunity for homeowners and investors alike.

Directions:**From Austin & Ash St, proceed South on Ash St, will become BB Hwy. Proceed to Quail Rd. Turn East on Quail.**

Property will be on the North side of the road.

Room Information

Room Type	Dim	Level	Room Features	Room Type	Dim	Level	Room Features
Bed 1		**Main**		**Bath 2**		**Main**	
Laundry				**Bath 1**			

Additional Information

Exclude:
Bldg Conv: Age Rest: Ownrshp:
Ceiling R: Walls R: Road Mnt: **Public Maint** Road Surf: **Paved**
Heating: **Forced Air Electric** Other R: City Limits: **No**
Water: **PWS Dist** Cooling: **Central Electric**
Patio: **Patio- Covered, Porch** Sewer: **Septic**
Flooring: **Carpeted Floors, Luxury Vinyl Plank** Pool:
Interior: **Ceiling Fan(s), Pantry** Windows: **Thermal Windows**
Exterior: **Storm Doors**
Accessibility:**Accessible Approach with Ramp**
Appliances: **Refrigerator**

Financial Information

Will Sell: **Cash** HOA: **$0**
Tax: **$856** Spc Tax: **$0** Total Tax: **$856** Tax Comm:

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Sample Contract

THIS AGREEMENT made this **7th day of November, 2026** between: **Walter Cleveland Gardner Sr. Trust, *Debbie Garten POA,*** and the person or persons signing below as SELLER, hereinafter referred to as "Seller," and the person or persons signing below as BUYER, hereinafter referred to as "Buyer."

WITNESSETH:

For and in consideration of the mutual obligations of the parties hereto, Seller agrees to sell and convey unto the Buyer, and Buyer agrees to purchase from Seller, the real estate described as:

BEGIN AT THE SOUTHEAST CORNER OF THE WEST THREE FOURTHS (W 3/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION SIXTEEN (16), TOWNSHIP THIRTY-FIVE (35) NORTH, RANGE THIRTY-ONE (31) WEST OF THE 5TH P.M., VERNON COUNTY, MISSOURI; THENCE RUN WEST 488.4 FEET; THENCE NORTH 138.2 FEET; THENCE EAST 40 FEET; THENCE NORTH 60 FEET; THENCE EAST 448.4 FEET; THENCE SOUTH 198.2 FEET TO THE PLACE OF BEGINNING. SUBJECT TO RESERVATIONS, RESTRICTIONS OR ESEMENTS AFFECTING SUJECT LAND. ALSO, SUBJECT TO ANY PART LYING IN THE PUBLIC ROADWAY.

The contract sales price shall be calculated by adding a buyer's premium of five percent (5%) or two thousand dollars, whichever is greater, to the final bid amount.

The contract sales price shall be $ _____

_____ (10%) Ten percent of the contract sales price as earnest money is to be deposited with McFadden Land & Title, as escrowee, upon execution of this contract by Buyer.

The balance of the purchase price to be delivered at the date of closing.

This contract is subject to all the terms and conditions set forth in the "General Terms and Conditions."

BUYER(S): SELLER(S):

Sample Contract

GENERAL TERMS AND CONDITIONS

1. EVIDENCE OF TITLE. The Seller shall, within 15 days from the date hereof, obtain a commitment to issue an owner's policy of title insurance in the amount of the purchase price, naming Buyer as the insured, written by a title insurance company licensed in Missouri which policy shall insure the owner's title to be in the condition called for by this contract, and which commitment shall provide that said policy shall be issued forthwith after the seller's general warranty deed shall be placed of record. After delivery of said title insurance commitment, the Buyer shall have ten days to examine said title insurance commitment and notify the Seller in writing of any objections thereto. If there be any objections, the Seller shall within a reasonable time furnish to Buyer a new or amended title insurance commitment satisfying any such objections, but if such commitment shall not be furnished within 30 days after said notice, the Buyer at his election may avoid this contract by written notice to the Seller prior to the furnishing of such commitment, in which case the down payment shall be returned to the Buyer. If the failure to furnish a title insurance commitment is due to the fact that title defects cannot be corrected, then this contract shall be void, unless the Buyer gives notice to the Seller in writing of his election to waive such defects, and the down payment shall be returned to the Buyer, and if the Seller was in actual good faith the Seller shall not be liable to the Buyer for any damages. The Seller shall pay all costs for the issuance of the title insurance commitment and policy.

It is understood and agreed that the title herein required to be furnished is marketable title as set forth in Title Standard 4 of the Missouri Bar. It is also agreed that any encumbrance or defect in the title which is within the scope of any of the title standards of the Missouri Bar shall not constitute a valid objection on the part of the Buyer, provided the Seller furnishes Affidavits, or other title papers, if any, described in the applicable standard.

2. CONVEYANCE BY SPECIAL WARRANTY DEED. If the title to said real property be marketable in fact as called for herein, the Seller shall deliver to the Buyer at closing a trustee's deed free and clear of all liens and encumbrances whatsoever, except as herein provided.

3. TAXES AND RENTS. The Seller shall pay in full all state and county taxes and assessments, general and special, which are a lien upon the said property, except those taxes for this calendar year which shall be prorated as of the date of closing of this contract as a credit to Buyer, and Buyer shall thereafter be solely liable for all taxes payable on the premises for the year of closing.

4. POSSESSION. Possession of the property shall be delivered to the Buyer AT CLOSING/FUNDING.

5. FIXTURES, IMPROVEMENTS AND PERSONAL PROPERTY. If applicable, all fencing, gates, buildings and fixtures on said real estate shall be included in the property to be conveyed to Buyer, along with the following described personal property located thereon, to wit: Electric, plumbing, heating and air conditioning fixtures and equipment, attached floor coverings, window shades, venetian blinds, curtain rods, storm doors and windows, screens, awnings, and attached mirrors. All remaining personal property remaining on site as of close shall be property of the purchaser. The Buyer accepts the premises "as is" without any warranty, express or implied. The Buyer acknowledges and agrees that they are not relying on any representation of Seller or Seller's agent in signing this contract and agreeing to purchase the premises above described. The condition of the premises is reflected in the purchase price. Buyer acknowledges that they have conducted or have had an opportunity to conduct their own inspection of the premises and of its various components and accept the premises in its present condition

6. RIGHTS OF TENANTS. This sale is subject to the rights of use and possession of the following named tenants:

Tenant	Rights of Tenants
N/A	

7. GROWING CROPS. This sale includes all crops or hay or crop residues growing on the premises as of the date of this contract.

8. GOVERNMENT PAYMENTS. Buyer shall receive or be given credit at closing for all government payments payable with respect to or identifiable to these premises and payable to the owner of the real estate paid after the date of this contract.

Sample Contract

GENERAL TERMS AND CONDITIONS

9. SECTION 442.606 DISCLOSURE. The following disclosure is required by Missouri State Statute. Seller has no knowledge as to whether or not the Property has ever been used for methamphetamine production. Seller has no knowledge as to whether or not the Property has ever been used as the residence of a person convicted, or has ever been used as the storage site or laboratory for any of the substances for which a person was convicted, of any of those crimes listed in §442.606, RSMo.

10. CLOSING. This contract shall be closed at the offices of the escrowee on the first business day which is no more than 45 days from the date of this contract. The date of closing may be extended by either party upon notice to the other to allow sufficient time to correct title defects or provide evidence of title within the time limits presented by this contract.

Each party shall pay one-half of any fee charged by the escrowee for closing this transaction. Buyer will pay all recording costs other than for recording any documents required to be recorded by Seller in order to make title marketable.

11. EARNEST MONEY. The parties acknowledge that, should the Buyer fail to comply with the terms of this contract due to the Buyer's fault, that at the option of the Seller, the earnest money deposit paid down at the date of sale shall be considered as liquidated damages, and forfeited to Seller. Notwithstanding the foregoing provision if the Seller after making diligent effort to sell the premises in a commercially reasonable manner, sells the property for an amount that is less than the purchase price called for herein, and as a result incurs actual damages as a result of Buyer's breach that are greater than the liquidated damages, Seller may recover from Buyer the difference between the actual damages and the liquidated damages; and if the damages claimed are not paid within ten days from demand may also recover reasonable attorney's fees and costs incurred in collecting such additional damages.

12. AUCTIONEER'S BUYERS PREMIUM. In the event of a default by Buyer, Auctioneer is entitled to forfeiture of buyer’s premium. In the event of a default by Seller, buyer’s premium will be refunded to the buyer and Seller will be responsible for the repayment of buyer’s premium to the Auctioneer.

This contract shall be binding upon each of the signatories hereto and their heirs and assigns.

13. AGENCY DISCLOSURE. Seller and Buyer acknowledge that the real estate licensees involved in this transaction may be functioning as agents of the Seller, agents of the Buyer, or transaction brokers. Licensees functioning as an agent of the Seller have a duty to represent the Seller’s interest and will not be the agent of the Buyer. INFORMATION GIVEN BY THE BUYER TO AN AGENT FOR THE SELLER WILL BE DISCLOSED TO THE SELLER. Licensees functioning as an agent of the Buyer have a duty to represent the Buyer’s interest and will not be an agent of the Seller. INFORMATION GIVEN BY THE SELLER TO AN AGENT FOR THE BUYER WILL BE DISCLOSED TO THE BUYER. Licensees functioning in the capacity of a transaction broker are not agents for either party and do not advocate the interests of either party. Listing Licensee and Selling Licensee are functioning as Seller’s Agent.

Sample Contract

1. **“AS IS" SALE.** Buyer(s) are purchasing the property in its “EXISTING CONDITION" WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE. Buyer(s) acknowledge for Buyer(s) and Buyer(s’) successors, heirs and assignees, that Buyers have been given a reasonable opportunity to inspect and investigate the property and all improvements thereon, either independently or through agents of Buyer(s’) choosing at Buyer(s’) expense and that in purchasing the property, Buyer(s) is/are not relying on Seller or Seller's agents as to the condition of the property and/or any improvements thereon, including but not necessarily limited to: ALL EXISTING WINDOW COVERINGS, FLOOR COVERINGS, ELECTRICAL, PLUMBING, HEATING, SEWAGE, SEPTIC, ROOF, FOUNDATION, SOILS AND GEOLOGY, LOT SIZE OR SUITABILITY OF THE PROPERTY AND/OR ITS IMPROVEMENTS FOR PARTICULAR PURPOSES, OR THAT THE IMPROVEMENTS ARE STRUCTURALLY SOUND AND/OR IN COMPLIANCE WITH ANY CITY, COUNTY, STATE AND/OR FEDERAL CODES OR ORDINANCES. The closing of this transaction shall constitute an acknowledgment by the Buyer(s) that the premises were accepted without representation or warranty of any kind or nature and in its "EXISTING CONDITION" based solely on Buyer(s’) own inspection.

Terms & Conditions

Real Property Terms & Conditions: To register, a prospective bidder must provide **name, residence address, phone number, and a valid driver's license.** By registering, a prospective bidder is acknowledging that he/she has read and agrees to be bound by the Terms and Conditions of Sale.

Contract - Immediately following the conclusion of the auction, we will write the sale contract and receive the escrow/earnest money of a 10% down payment. Payment check is non-refundable and payable to McFadden Land & Title.

Earnest Money- A **10% non-refundable earnest money deposit** will be required should successful bidding occur. The down payment may be paid in the form of a personal check, business check or cashier's check. The remainder of the purchase price is payable at closing. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING. Be sure you have arranged financing, if needed, and are capable of paying balance at closing.

Buyer's Premium - Purchase will be accompanied by an additional **five percent (5%) or two thousand dollars ($2,000), whichever is greater buyer's premium.** The entire purchase price must be paid at closing in the form of certified funds.

Live Auction: The real estate auction will be conducted, **in-person live Saturday November 7, 2026 at 12:00 P.M. PM CST at 15665 E. Quail Rd. Nevada, MO .** Real Estate will be sold to the highest bidder with owner confirmation. Bids can be submitted live on the day of the auction.

Closing - Closing **on or before December 22, 2026** (45 days) at the office of **McFadden Land and Title**, 121 E. Cherry St. Nevada, Mo, phone 417-667-2882, closer shall be Lonnie McFadden.

Agency: Curtis & Sons, Inc. is **acting as an agent for the seller**. Curtis & Sons, Inc. reserves the right to remove or cancel the bids and or bidding rights and privileges of any part, deemed not to be in the best interest of the seller. Curtis & Sons, Inc. or sellers may cancel the auction at their sole discretion any time prior to the execution of the Real Estate Contract.

Seller Approval: This sale is **owner approval.** The seller reserves the right to refuse or accept the final bid.

All announcements made the day of sale take precedence over any prior written or verbal terms of sale.

Curtis & Sons, Inc. | 121 S. Main St. Nevada, MO 64772 | 417-667-7868
www.CurtisAndSonsRealty.com
Curtis & Sons, Inc. is licensed in Missouri & Kansas

WESTCOR
LAND TITLE INSURANCE COMPANY

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 EXTRACONTRACTUAL 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 ConcourseParkwaySouthSuite200,Maitland,
FL 32751

WESTCOR LAND TITLE INSURANCE COMPANY CORPORATE SEAL 1993 SOUTH CAROLINA

By:_____
Steven D. Black - President

By:_____
Donald A. Berube - Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land 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.

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AMERICAN LAND TITLE ASSOCIATION

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 LANDANDTITLECOMPANY,LLC
Issuing Office: 121 East Cherry Street
Nevada, MO 64772
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: N-5364
Issuing Office File Number: N-5364
Property Address: 15665 East Quail Road, Nevada, MO 64772
Revision Number:

SCHEDULE A

1. Commitment Date: September 21, 2026 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 Walter Cleveland Gardner, Sr, Trustee of Walter Cleveland Gardner Sr. Revocable Trust

5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

MCFADDEN LAND AND TITLE COMPANY, LLC
121EastCherry Street,Nevada,MO64772
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. 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.

   Duly authorized and executed Deed from Walter Cleveland Gardner, Sr, Trustee of Walter Cleveland Gardner Sr.

5. Revocable Trust, to , to be executed and recorded at closing.

6. Payment of the full consideration to, or for the account of, the grantors or mortgagors, and recording of the deed and/or mortgages, the form and execution of which is satisfactory to the Company.

7. All real estate settlement funds MUST be in the form of Cashier's Check, Certified Check, or Wire Transfer.

8. A properly executed Owner's Affidavit to be signed by Sellers prior to or day of closing.

   Company requires a Certificate of Trust for Walter Cleveland Garndner Sr. Revocable Trust.

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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. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.

7. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.
   Taxes for the year 2026 and subsequent years.
   Parcel #18-5.0+16-000-000-006.000
   (2025 taxes are shown as PAID in the amount of $856.80)

8. If an owner's policy is to be issued, the mortgage encumbrance, if any, created as part of the purchase transaction.

9. Roads, ways, streams, riparian rights, title to any filled-in-lands, easements or claims of easements not shown by public records.

10. Easement for water line as reserved in Warranty Deed dated December 13, 1976 and filed in the Real Estate Records of Vernon County, Missouri December 13, 1976 in Book 327 at Page 87. Note: Easement is South 20 feet of property adjoining on the West.

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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:

BEGIN AT THE SOUTHEAST CORNER OF THE WEST THREE FOURTHS (W 3/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION SIXTEEN (16), TOWNSHIP THIRTY-FIVE (35) NORTH, RANGE THIRTY-ONE (31) WEST OF THE 5TH P.M., VERNON COUNTY, MISSOURI; THENCE RUN WEST 488.4 FEET; THENCE NORTH 138.2 FEET; THENCE EAST 40 FEET; THENCE NORTH 60 FEET; THENCE EAST 448.4 FEET; THENCE SOUTH 198.2 FEET TO THE PLACE OF BEGINNING.

SUBJECT TO RESERVATIONS, RESTRICTIONS OR EASEMENTS AFFECTING SUBJECT LAND. ALSO, SUBJECT TO ANY PART LYING IN THE PUBLIC ROADWAY.

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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: 15665 East Quail Road, Nevada, MO 64772

- IrlP. and Margaret L. Haynes to DorothyCarter by deed dated 08/07/1963 and recorded on 08/07/1963 in Book 270 at Page 316 in the Official Records of the Vernon County Recorder of Deeds.
- Dorothy Carter to Dorothy Carter and Thelma Hammett, Trustees by deed dated 10/28/1996 and recorded on 10/29/1996 in Book 414 at Page 487 as Document 13175 in the Official Records of the Vernon County Recorder of Deeds.
- Dorothy Carter and Thelma Hammett, Trustees to James R. and Mary L. Journey by deed dated 05/27/1997 and recorded on 05/27/1997 as Document 15866 in the Official Records of the Vernon County Recorder of Deeds.
- James R. and Mary L. Journey to Mitchell and Carol Earll by deed dated 02/26/2002 and recorded on 02/28/2002 in Book 448 at Page 85 as Document 2002R 40238 in the Official Records of the Vernon County Recorder of Deeds.
- Mitchell and Carol Earll to Dennis B. Bales and Dianna R. Brendlinger by deed dated 01/25/2022 and recorded on 01/26/2022 in Book 2022 at Page 253 as Instrument Number 2022R00255 in the Official Records of the Vernon County Recorder of Deeds.
- Dennis B. Bales and Dianna R. Brendlinger to Walter Cleveland Gardner, Sr, Trustee of Walter Cleveland Gardner Sr. Revocable Trust by deed dated 02/08/2023 and recorded on 02/08/2023 in Book 2023 at Page 284 as Instrument Number 2023R0000243 in the Official Records of the Vernon County Recorder of Deeds.

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