



First American Title™

# Title Insurance Commitment

ISSUED BY

**First American Title Insurance Company**

## Commitment

### INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

This Policy contains an arbitration clause. All arbitrable matters when the Matter of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>. **THIS PARAGRAPH DOES NOT APPLY IN THE STATE OF MISSOURI.**

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

**THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**

If you have any questions about the Commitment, contact:  
**FIRST AMERICAN TITLE INSURANCE COMPANY**  
1 First American Way, Santa Ana, California 92707

### TABLE OF CONTENTS

AGREEMENT TO ISSUE POLICY	1
CONDITIONS	2
SCHEDULE A	Insert
1. Commitment Date	
2. Policies to be Issued, Amounts and Proposed Insureds	
3. Interest in the Land and Owner	
4. Description of the Land	
SCHEDULE B-I – REQUIREMENTS	Insert
SCHEDULE B-II – EXCEPTIONS	Insert

### AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II.
- The Conditions on Page 2.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

**First American Title Insurance Company**

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

**Town & Country Abstract Co., Inc.**

541 W. Coates St., Suite 101  
Moberly, MO 65270

(This Commitment is valid only when Schedules A and B are attached)

**This jacket was created electrically and constitutes an original document**

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## CONDITIONS

### 1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B – Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B – Section I are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B – Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B – Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

Town & Country Abstract Co., Inc.

Commitment Number: WOODLAND

SCHEDULE A

- 1. Effective Date: August 29, 2016 at 08:00 AM
- 2. Policy or Policies to be issued: Amount
  - (a)  X  Owner's Policy ( ALTA Own. Policy 6/17/2006 )  
Proposed Insured:  
For Informational Purposes Only.
  - (b) \_\_\_\_\_ Loan Policy ( ALTA Loan Policy 6/17/2006 )  
Proposed Insured:
- 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 the land is at the Effective Date vested in:  
Randolph County Health Department, a Nonprofit Corporation
- 5. The land referred to in the Commitment is described as follows:

**TRACT 1:**

All of Lots 4 and 8 in Block 1 in Wilson's Addition to Moberly, Missouri. ALSO all that part of the alley shown on the recorded plat of Block 1 of Wilson's First Addition to Moberly, Missouri, lying South of Lot 4 and North of Lot 8 in Block 1 of Wilson's First Addition to Moberly, Missouri, which was vacated by the City of Moberly.

Auction  
Tract 1

**TRACT 2:**

All of Lot 16 of A. D. Long's Subdivision of Lots 1, 2, 3, 5, 6 and 7 of Block 1 of Wilson's Addition to the City of Moberly, Missouri; EXCEPT the West 20 feet of Lot 16 of A. D. Long's Subdivision of Lots 1, 2, 3, 5, 6 and 7 of Block 1 of Wilson's Addition to the City of Moberly, Missouri, said strip of ground to be used solely for an alley.

**TRACT 3:**

Lot 15 of A. D. Long's Subdivision of Lots 1, 2, 3, 5, 6 and 7, Block 1, Wilson's Addition to Moberly, Missouri; EXCEPT the South 116 feet thereof.

Auction  
Tract 2

**TRACT 4:**

The South 116 feet of Lot 15 of A. D. Long's Subdivision of Lots 1, 2, 3, 5, 6 and 7 of Block 1, Wilson's Addition to Moberly, Missouri.



Town & Country Abstract Co., Inc.

Commitment Number: WOODLAND

**SCHEDULE B**

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:

1. Right or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
4. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by Public Records.
5. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
6. Loss or damage by reason of there being recorded in the Public Records, any deeds, mortgages, liens, pendens, liens or other title encumbrances subsequent to the commitment date and prior to the effective date of the Final Policy.
7. All assessments and taxes due in 2017 and thereafter.  
#10-10-010-40-001-030.000 Not currently assessed.  
#10-10-010-40-001-030.002 Not currently assessed.
8. ON TRACT 1: Benefits and burdens of a easement right to lay and maintain a drain over and across property to the West of subject land, as provided in Warranty Deed recorded March 15, 1909, in Book 87 at page 354.
9. ON TRACTS 1, 2 and 3: Terms and provisions of an Agreement recorded August 12, 1994, in Book 313H at page 171.
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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