

# LAND AUCTION

**NORTHWEST MISSOURI**

Atchison County

**Attention  
Farmers &  
Investors**

**805<sup>±</sup>  
Acres**

Offered in 5 Tracts

Tillable Productive Cropland

# INFORMATION BOOKLET

 **SCHRADER**  
Real Estate and Auction Company, Inc.  
800.451.2709 | [SchraderAuction.com](http://SchraderAuction.com)

**m<sup>3</sup>**

In Schrader's M<sup>3</sup> Method of Auction, You May Bid on any Individual Tract, Any Combination of Tracts, Or the Entire Property. Puth Together the Combination that Fits Your Needs.

**TUESDAY, AUGUST 14<sup>TH</sup> • 9AM**

Held at the Velma Houts Fair Building - Rock Port, MO

## **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.



**SCHRADER REAL ESTATE & AUCTION CO., INC.**

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

**260-244-7606 or 800-451-2709**

**SchraderAuction.com**

# INFORMATION BOOKLET INDEX

- **Bidder Pre-Registration Form**

## **TRACTS 1-4**

- **Overall Location Map**
- **Tract Map, Plat Map & Soil Maps**
- **Tract Photos**
- **FSA Information**
- **Tax Information**
- **Preliminary Title Work**
- **Survey**

## **TRACT 5**

- **Overall Location Map**
- **Tract Map, Plat Map & Soil Maps**
- **Tract Photos**
- **FSA Information**
- **Tax Information**
- **Preliminary Title Work**
- **Survey**

**FARM LEASE:** Contact the Auction Company for the Farm Lease Information. Tracts 1-5 are leased until the last day of February 2014.



**BIDDER PRE-REGISTRATION FORM**  
**H&W ENTERPRISES - ATCHISON COUNTY, MISSOURI**  
**TUESDAY, AUGUST 14, 2012**

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, August 9, 2012.

**BIDDER INFORMATION**

(FOR OFFICE USE ONLY)

Name \_\_\_\_\_

Bidder # \_\_\_\_\_

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: \_\_\_\_\_



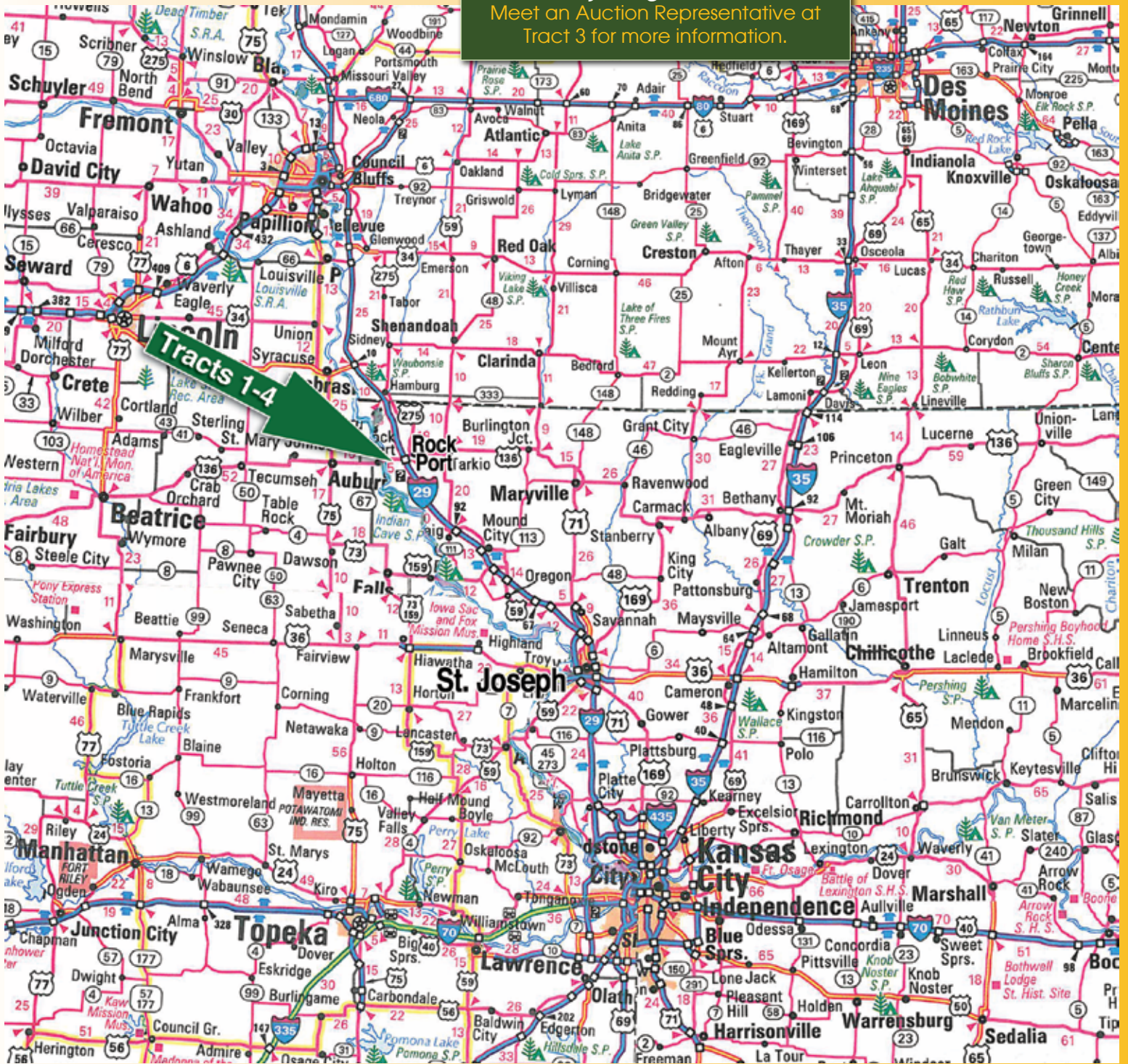
# TRACTS 1-4

## INSPECTION DATES:

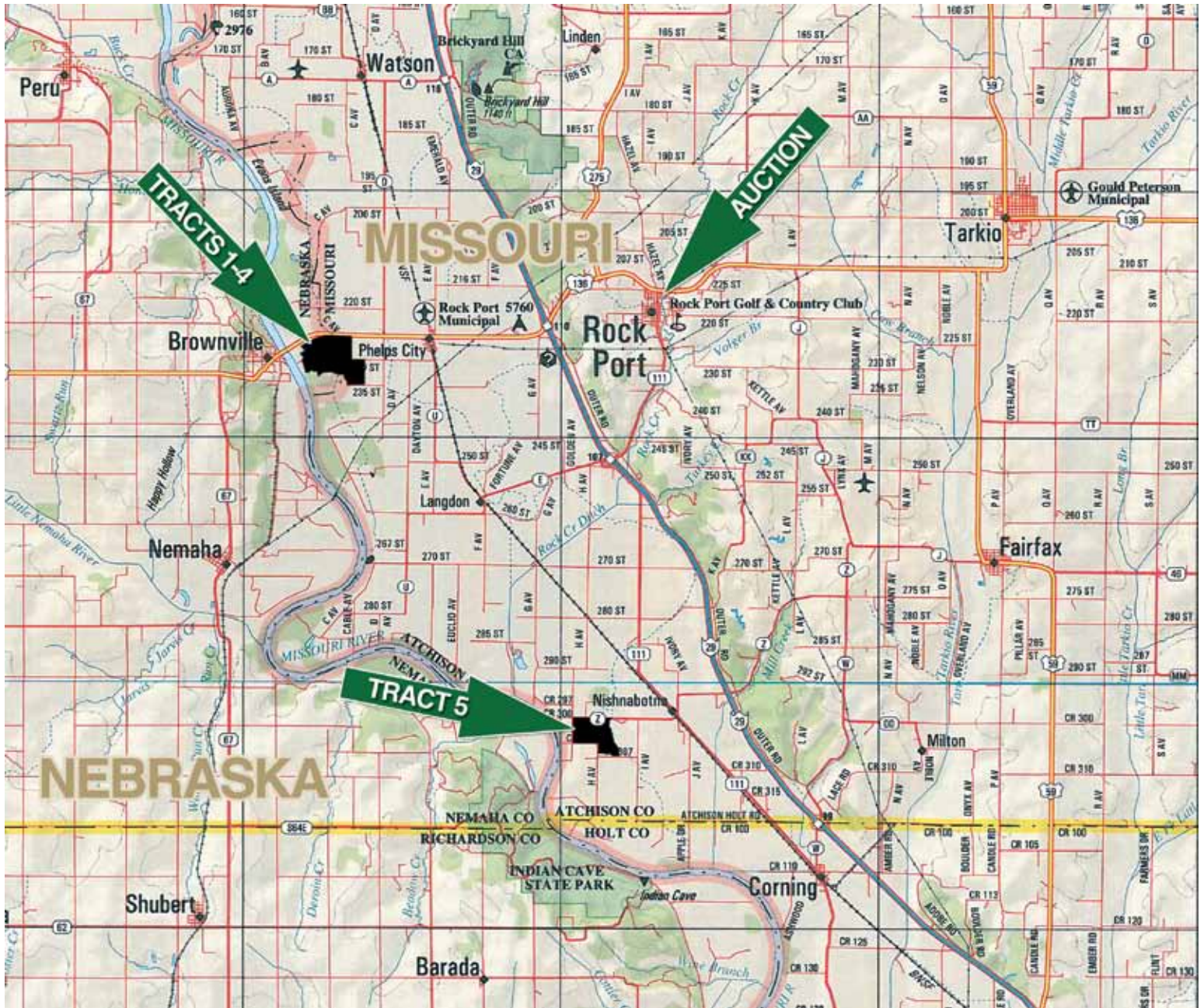
Monday, July 30, 2-4PM

Monday, August 13, 2-4PM

Meet an Auction Representative at  
Tract 3 for more information.



# OVERALL LOCATION MAP



## PROPERTY LOCATION:

**Tracts 1 through 4:** From Interstate 29 (near Rock Port) take exit 110. Travel west on Highway 136 for 4 miles to the property, located on the south side of Highway 136 near the Missouri/Nebraska state line.

**Tract 5:** From Interstate 29 (south of Rock Port) take exit 107. Travel south on State Route 111 for 5.5 miles to State Highway Z. Turn west and travel 1.5 miles to the property on the south side of State Highway Z.

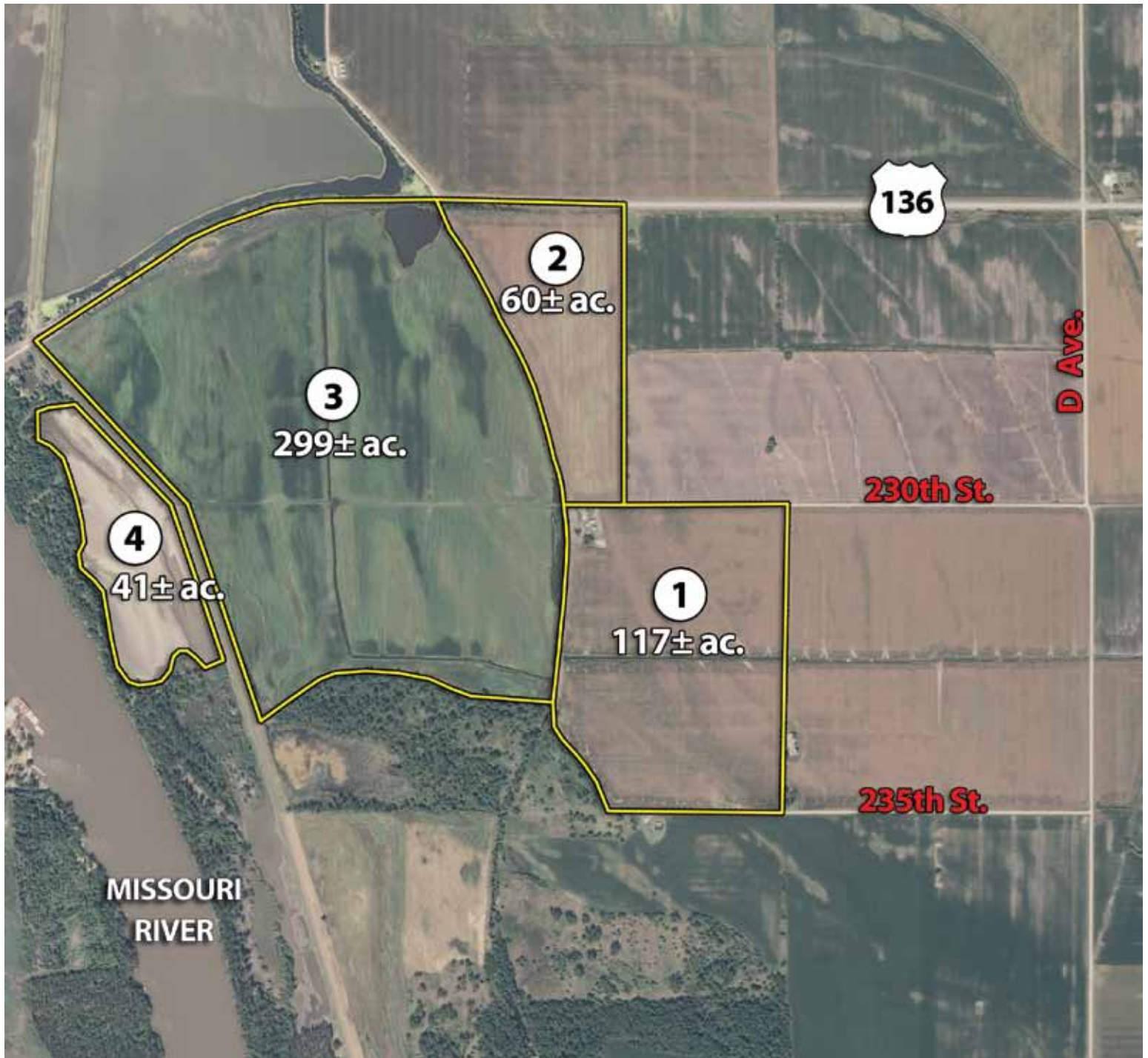
## AUCTION SITE:

Velma Houts Fair Building  
201 Highway 136 East  
Rock Port, MO 64482

From Interstate 29 take exit 110 and travel east on Highway 136 for 2.5 miles to the Velma Houts Fair Building in Rock Port.

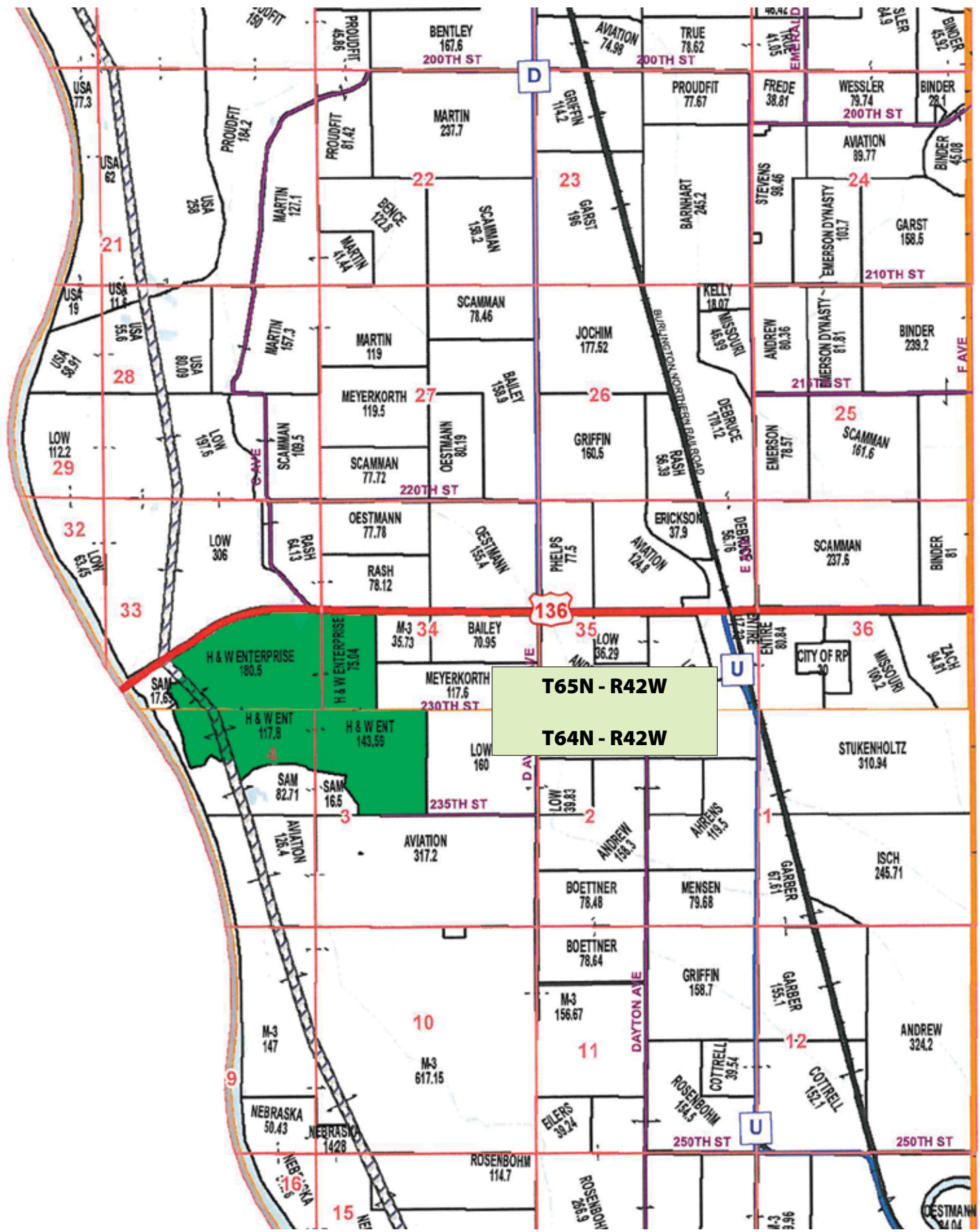


# TRACT MAP - TRACTS 1-4

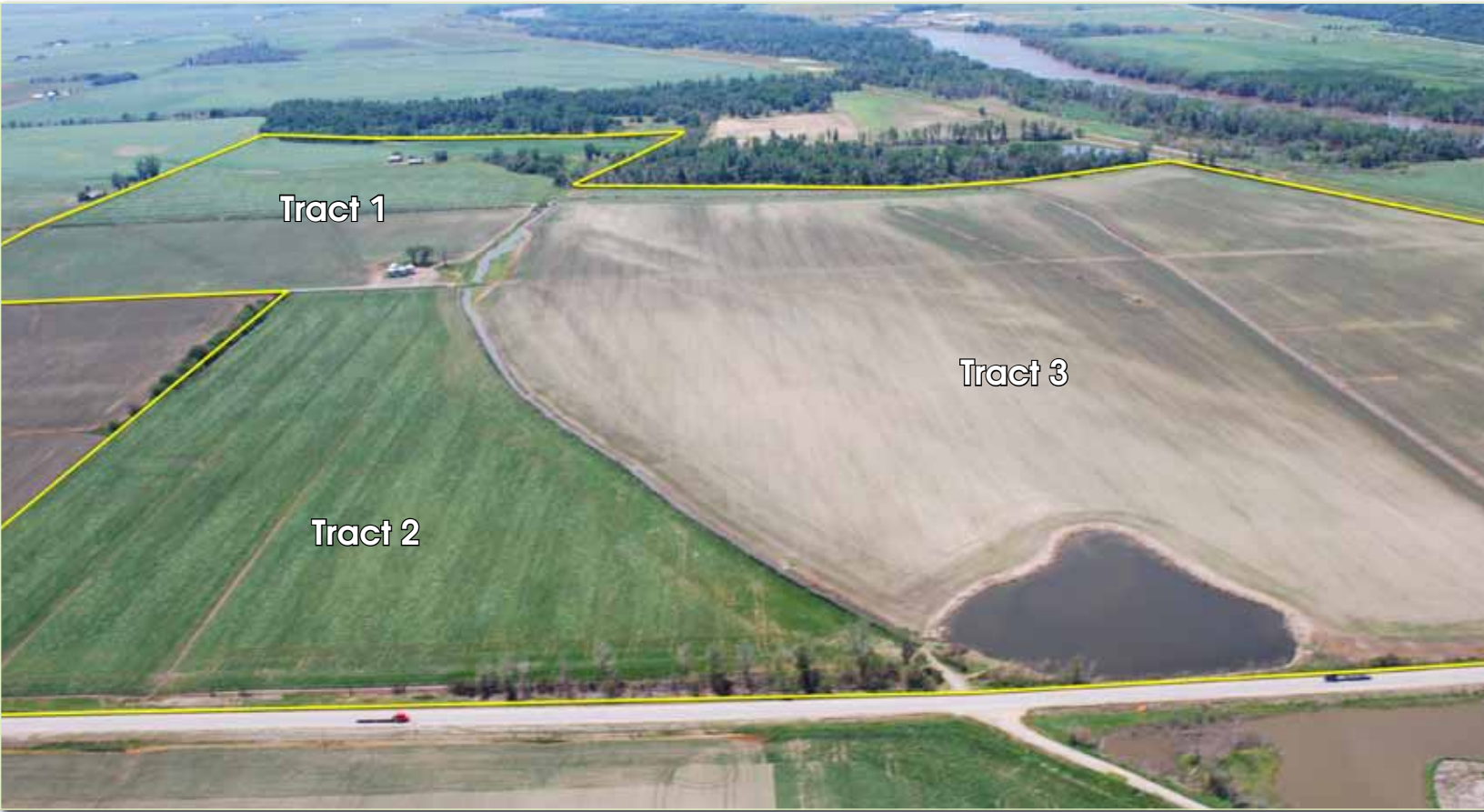


• The property is currently managed by U.S. Agri-Services Group LLC. They can be reached at 1-866-276-6014 should you like to discuss ongoing professional farm management of these farms.

# PLAT MAP - TRACTS 1-4



# TRACTS 1-4



Tract 1

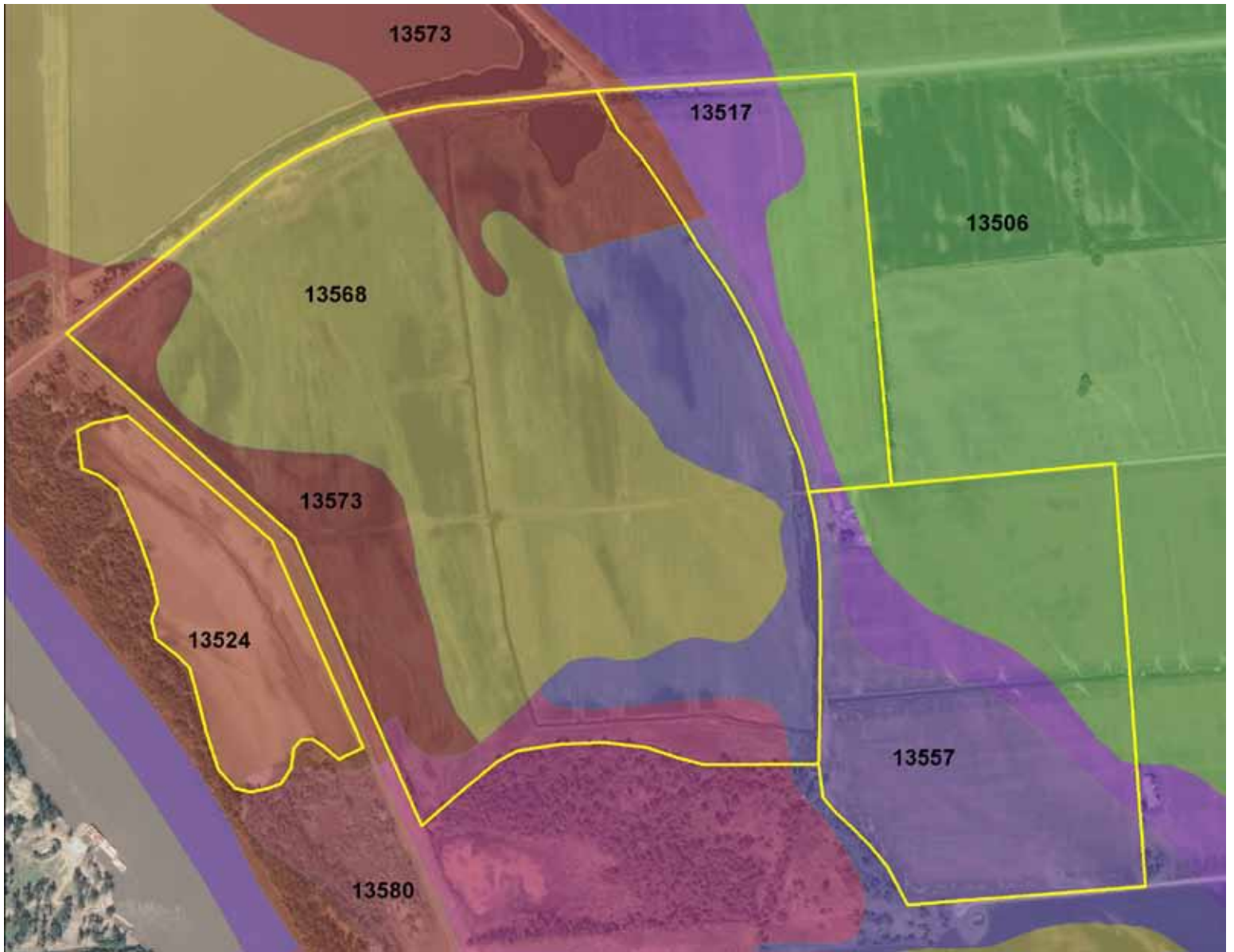
Tract 3

Tract 2

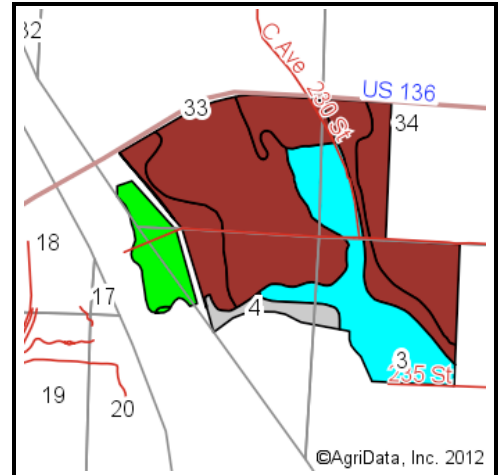
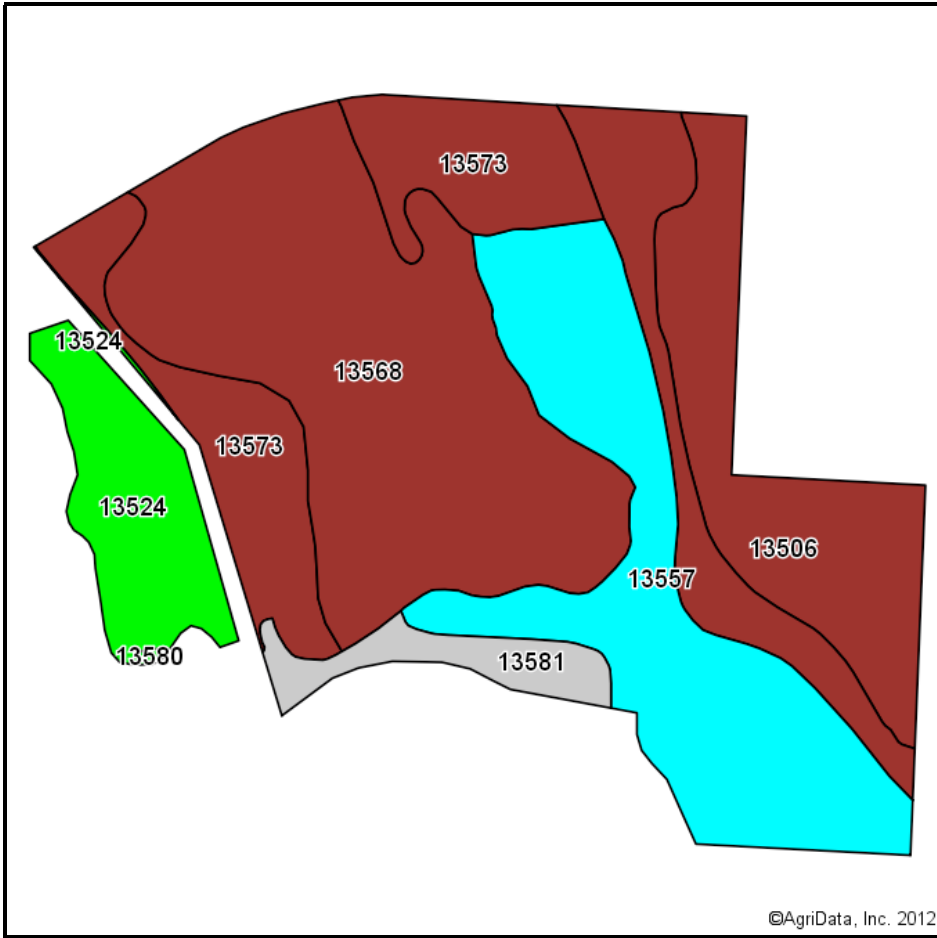


Tract 4

# SOIL MAP - TRACTS 1-4



# SURETY SOIL MAP - TRACTS 1-4



State: **Missouri**  
 County: **Atchison**  
 Location: **4-64N-42W**  
 Township: **Templeton**  
 Acres: **519.1**  
 Date: **6/12/2012**



Field borders provided by Farm Service Agency as of 5/21/2008.  
 Soils data provided by USDA and NRCS.

Maps provided by:  
**surety**  
 ©AgriData, Inc 2012  
 www.AgriDataInc.com

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Irr Class	Tall fescue	Orchardgrass red clover	Common bermudagrass	Warm season grasses	Alfalfa hay	Caucasian bluestem
13568	Onawa silty clay, 0 to 2 percent slopes, rarely flooded	167.7	32.3%		IIw	IIw	8	7	8	9		
13557	Moville silt loam, 0 to 2 percent slopes, rarely flooded	112.5	21.7%		IIIw	IIw	8	9	8	10		
13573	Paxico silt loam, 0 to 2 percent slopes, rarely flooded	71.6	13.8%		IIw		8	9	8	10		
13506	Blencoe silty clay loam, clayey substratum, 0 to 2 percent slopes, rarely flooded	69.2	13.3%		IIw	IIw	8	7	8	9		
13524	Haynie silt loam, sandy substratum, 0 to 2 percent slopes, frequently flooded	40.9	7.9%		Vw		8	9	8	10		
13517	Gilliam silt loam, 0 to 2 percent slopes, rarely flooded	39.3	7.6%		IIw		8	9	8	10		
13581	Sarpy loamy fine sand, loamy substratum, 0 to 2 percent slopes, rarely flooded	17.4	3.4%		IVs		3	3	4	3	2	3
13580	Sarpy loamy fine sand, 0 to 2 percent slopes, frequently flooded	0.5	0.1%		Vw		3	3	4	3	2	3
<b>Weighted Average</b>							<b>7.8</b>	<b>7.9</b>	<b>7.9</b>	<b>9.3</b>	<b>0.1</b>	<b>0.1</b>

# TRACT 1



## **TRACT 1:**

117± acres of mostly tillable productive crop land with frontage on 230<sup>th</sup> Street and 235<sup>th</sup> Street. Blenco Silt Loam, Gilliam Silt Loam and Merville Silt Loam are the predominate soil types. This tract includes a 2004 Zimmatic 6 tower center pivot powered by three phase electric and four 27'x30' 9,200 bushel grain bins. The well that services the irrigation on Tract 1 is located on Tract 3. If Tract 1 and Tract 3 sell separately the buyer of Tract 1 would be responsible for procuring an alternative water supply to Tract 1.



# TRACT 1



# TRACT 2



## **TRACT 2:**

60± acres of prime tillable crop land with frontage on Highway 136 with primarily Blenco Silty Loam and Gilliam Silt Loam soils.





# TRACT 3



## **TRACT 3:**

299± acres of tillable productive farmland in one contiguous field with frontage along Highway 136. Onawa Silty Clay and Paxico Silt Loam are the two predominate soil types. This tract includes a 2004 Zimmatic 9 tower center pivot powered by three phase electric.



# TRACT 4



## **TRACT 4:**

41± acres of mostly tillable land with access from Highway 136 via the levee drive. This tract has Haynie Silt Loam soil and is located near the Missouri River.



# FSA INFORMATION - TRACTS 1-4

**FARM: 3235**

Missouri  
Atchison  
Report ID: FSA-156EZ

U.S. Department of Agriculture  
Farm Service Agency  
Abbreviated 156 Farm Record

Prepared: 5/22/12 12:30 PM  
Crop Year: 2012  
Page: 1 of 1

<b>Operator Name</b>	<b>Farm Identifier</b>	<b>Recon Number</b>
	D7	

**Farms Associated with Operator:**

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
523.0	501.0	501.0	0.0	0.0	0.0	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	NAP	MPL/FPW		FAV/WR History	ACRE Election
0.0	0.0	501.0	0.0	0.0	0.0		N	None

Crop	Base Acreage	CRP Reduction	CRP Pending	Direct Yield	CC Yield	CCC-505 CRP Reduction
WHEAT	2.4	0.0	0.0	36	36	0.0
CORN	314.9	0.0	0.0	98	98	0.0
GRAIN SORGHUM	38.1	0.0	0.0	71	71	0.0
SOYBEANS	136.4	0.0	0.0	34	34	0.0
<b>Total Base Acres:</b>	491.8					

**Tract Number:** 8547      **Description:** D7 SEC 33 & 34 T65 R42 & SEC 3 & 4 T64 R42      **FAV/WR History:** N

**BIA Range Unit Number:**

**HEL Status:** Classified as not HEL

**Wetland Status:** Tract does not contain a wetland

**WL Violations:** None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
523.0	501.0	501.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	NAP	MPL/FPW	
0.0	0.0	501.0	0.0	0.0	0.0	

Crop	Base Acreage	Direct Yield	CC Yield	CRP Reduction	CRP Pending	CRP Yield	CCC-505 CRP Reduction
WHEAT	2.4	36	36	0.0	0.0	0	0.0
CORN	314.9	98	98	0.0	0.0	0	0.0
GRAIN SORGHUM	38.1	71	71	0.0	0.0	0	0.0
SOYBEANS	136.4	34	34	0.0	0.0	0	0.0
<b>Total Base Acres:</b>	491.8						

**Owners:** H & W ENTERPRISES LLC  
**Other Producers:**



Farm 3235  
Tract 8547



All measurements are for FSA program purposes only.

May 22, 2012

1 inch equals 993.1 feet

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

GIS\_MO.SDE.Wet\_P\_mo005  
**Wetland Determination Identifiers**  
■ Restricted Use  
\* Limited Restrictions  
○ Exempt from Conservation Compliance Provisions

# TAX INFORMATION - TRACTS 1-4

## ATCHISON COUNTY PAID TAX RECEIPT

2011 REAL ESTATE DUPLICATE PAID RECEIPT

Diane Livengood, Collector  
400 S. Washington  
Rock Port, MO 64482  
660-744-2770

H & W ENTERPRISES LLC  
C/O BANK OF AMERICA NA  
ATTN: BOB FRIZELL  
317 6TH AVENUE, STE 200  
DES MOINES, IA 50309

Tax Receipt 102435

Parcel No. 0000-17-001590

PROPERTY DESCRIPTION		ITEMIZATION OF TAX	
Parcel No. 0000-17-001590		State	1.44
Map No. 10-17-08-33-00-000-000300		County General	23.94
Location		Sb 40	4.79
Legal Description		Health Center	4.79
ALL OF SEC 33 LYING S OF HWY 136 & E OF MO RIVER, EXC A TR B		Library	14.36
S R/W HWY 136 & W R/W ATCH CO LEVEE, T H		Senior Citizen	2.39
Acres 180.50		Ambulance	14.28
S-T-R: 33-65-42		Rock Port R-2	235.09
ASSESSED VALUATION		West Atchison F-2	11.73
Agr Val 4,788		Road-phelp City	15.18
Res Val 0		R & B - Phelps City	23.94
Com Val 0		TOTAL BASE TAX	351.93
Tot Val 4,788			
Assessments are made by the Assessor INQUIRIES ON VALUATION SHOULD BE ADDRESSED TO ASSESSOR. It is the obligation of the taxpayer to see that their property is properly described and assessed on the tax books. Failure to receive a tax statement does not relieve the taxpayer of their obligation to pay their taxes when due.			

DATE PAID - BY WHOM  
11/28/2011 - BANK OF AMERICA

PMT MTHD - REF  
02 - 16557659

CL BATCH #  
938

TAX PAID 351.93

INTEREST & FEES 0.00

TOTAL PAID 351.93

NON-CLEARANCE OF CHECKS VOIDS THIS RECEIPT

H & W ENTERPRISES LLC  
C/O BANK OF AMERICA NA  
ATTN: BOB FRIZELL  
317 6TH AVENUE, STE 200  
DES MOINES, IA 50309

Diane Livengood, Atchison County Collector

# Atchison County, MO



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Diane Livengood, Collector  
 400 S. Washington  
 Rock Port, MO 64482  
 660-744-2770

H & W ENTERPRISES LLC  
 C/O BANK OF AMERICA NA  
 ATTN: BOB FRIZELL IA1-100-02-  
 317 6TH AVENUE, STE 200  
 DES MOINES, IA 50309

Tax Receipt 102513  
 Parcel No. 0000-18-000140

PROPERTY DESCRIPTION	ITEMIZATION OF TAX
Parcel No. 0000-18-000140 Map No. 10-18-02-03-00-000-000200 Location  Legal Description NW 1/4 EXC A 20 AC TR IN SW 1/4 NW 1/4 AND EXC PUB RD R/W AT MISSO URI  Acres 143.59  S-T-R: 3-64-42	State 3.60 County General 59.94 Sb 40 11.99 Health Center 11.99 Library 35.96 Senior Citizen 5.99 Ambulance 35.75 Rock Port R-2 588.61 West Atchison F-2 29.36 Road-phelp City 38.01 R & B - Phelps City 59.94
<b>ASSESSED VALUATION</b> Agr Val 11,988 Res Val 0 Com Val 0  Tot Val 11,988	<b>TOTAL BASE TAX 881.14</b>
Assessments are made by the Assessor INQUIRIES ON VALUATION SHOULD BE ADDRESSED TO ASSESSOR. It is the obligation of the taxpayer to see that their property is properly described and assessed on the tax books. Failure to receive a tax statement does not relieve the taxpayer of their obligation to pay their taxes when due.	

DATE PAID - BY WHOM	PMT MTHD - REF	CL BATCH #	TAX PAID	881.14
11/28/2011 - BANK OF AMERICA	02 - 16557659	938	INTEREST & FEES	0.00
			<b>TOTAL PAID</b>	<b>881.14</b>

NON-CLEARANCE OF CHECKS VOIDS THIS RECEIPT

H & W ENTERPRISES LLC  
 C/O BANK OF AMERICA NA  
 ATTN: BOB FRIZELL IA1-100-02-  
 317 6TH AVENUE, STE 200  
 DES MOINES, IA 50309

Diane Livengood, Atchison County Collector





# ATCHISON COUNTY PAID TAX RECEIPT

2011 REAL ESTATE DUPLICATE PAID RECEIPT

Diane Livengood, Collector  
 400 S. Washington  
 Rock Port, MO 64482  
 660-744-2770

H & W ENTERPRISES LLC  
 C/O BANK OF AMERICA NA  
 ATTN: BOB FRIZELL IA1-100-02-  
 317 6TH AVENUE, STE 200  
 DES MOINES, IA 50309

Tax Receipt 102515  
 Parcel No. 0000-18-000150

PROPERTY DESCRIPTION	
Parcel No. 0000-18-000150	
Map No. 10-18-02-04-00-000-000100	
Location	
Legal Description	
N 1/2 OF SEC 4 EXC A TR BEG @ E 1/4 COR OF SEC, TH W ALONG S MO RIVER TO N SEC LINE, E 684', SE 107 6	
Acres 117.80	
S-T-R: 4-64-42	ASSESSED VALUATION
	Agr Val 2,676
	Res Val 0
	Com Val 0
	Tot Val 2,676

ITEMIZATION OF TAX	
State	0.80
County General	13.38
Sb 40	2.68
Health Center	2.68
Library	8.03
Senior Citizen	1.34
Ambulance	7.98
Rock Port R-2	131.39
West Atchison F-2	6.54
Road-phelp City	8.49
R & B - Phelps City	13.38
TOTAL BASE TAX	196.69

Assessments are made by the Assessor INQUIRIES ON VALUATION SHOULD BE ADDRESSED TO ASSESSOR.  
 It is the obligation of the taxpayer to see that their property is properly described and assessed on the tax books.  
 Failure to receive a tax statement does not relieve the taxpayer of their obligation to pay their taxes when due.

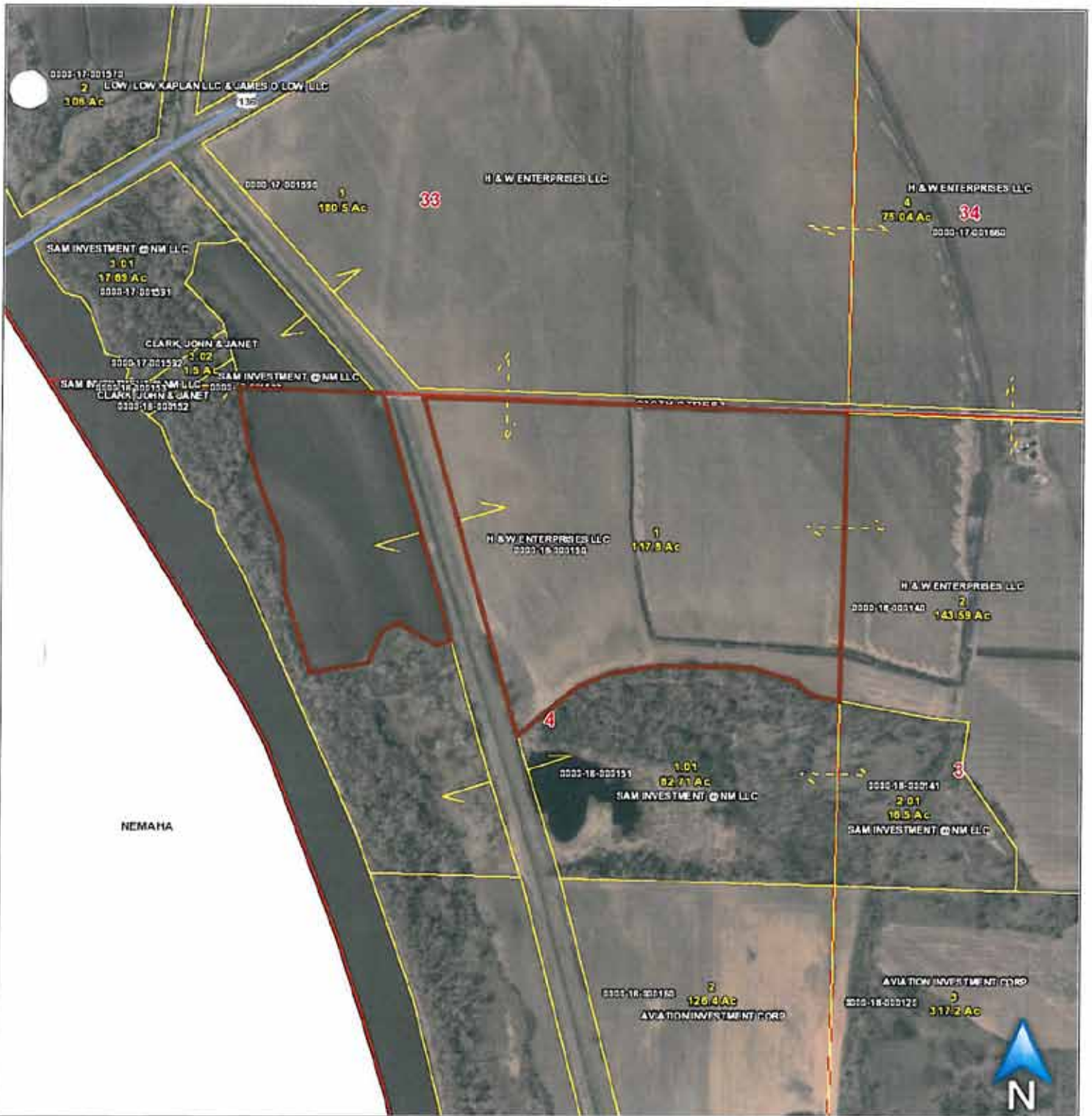
DATE PAID - BY WHOM	PMT MTHD - REF	CL BATCH #	TAX PAID	196.69
11/28/2011 - BANK OF AMERICA	02 - 16557659	938		
			INTEREST & FEES	0.00
			TOTAL PAID	196.69

NON-CLEARANCE OF CHECKS VOIDS THIS RECEIPT

H & W ENTERPRISES LLC  
 C/O BANK OF AMERICA NA  
 ATTN: BOB FRIZELL IA1-100-02-  
 317 6TH AVENUE, STE 200  
 DES MOINES, IA 50309

Diane Livengood, Atchison County Collector

# Atchison County, MO



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 660-744-2770

H & W ENTERPRISES LLC  
 C/O BANK OF AMERICA NA  
 ATTN: BOB FRIZELL IA1-100-02-  
 317 6TH AVENUE, STE 200  
 DES MOINES, IA 50309

Tax Receipt 102445  
 Parcel No. 0000-17-001660

PROPERTY DESCRIPTION	ITEMIZATION OF TAX
Parcel No. 0000-17-001660	State 1.40
Map No. 10-17-08-34-00-000-000400	County General 23.28
Location	Sb 40 4.66
Legal Description	Health Center 4.66
W 1/2 SW 1/4 EXC PUB RD R/W	Library 13.97
	Senior Citizen 2.33
	Ambulance 13.88
Acres 75.04	Rock Port R-2 228.61
	West Atchison F-2 11.40
S-T-R: 34-65-42	Road-phelp City 14.76
	R & B - Phelps City 23.28
ASSESSED VALUATION	
Agr Val 4,656	
Res Val 0	
Com Val 0	
Tot Val 4,656	
	TOTAL BASE TAX 342.23
Assessments are made by the Assessor INQUIRIES ON VALUATION SHOULD BE ADDRESSED TO ASSESSOR. It is the obligation of the taxpayer to see that their property is properly described and assessed on the tax books. Failure to receive a tax statement does not relieve the taxpayer of their obligation to pay their taxes when due.	

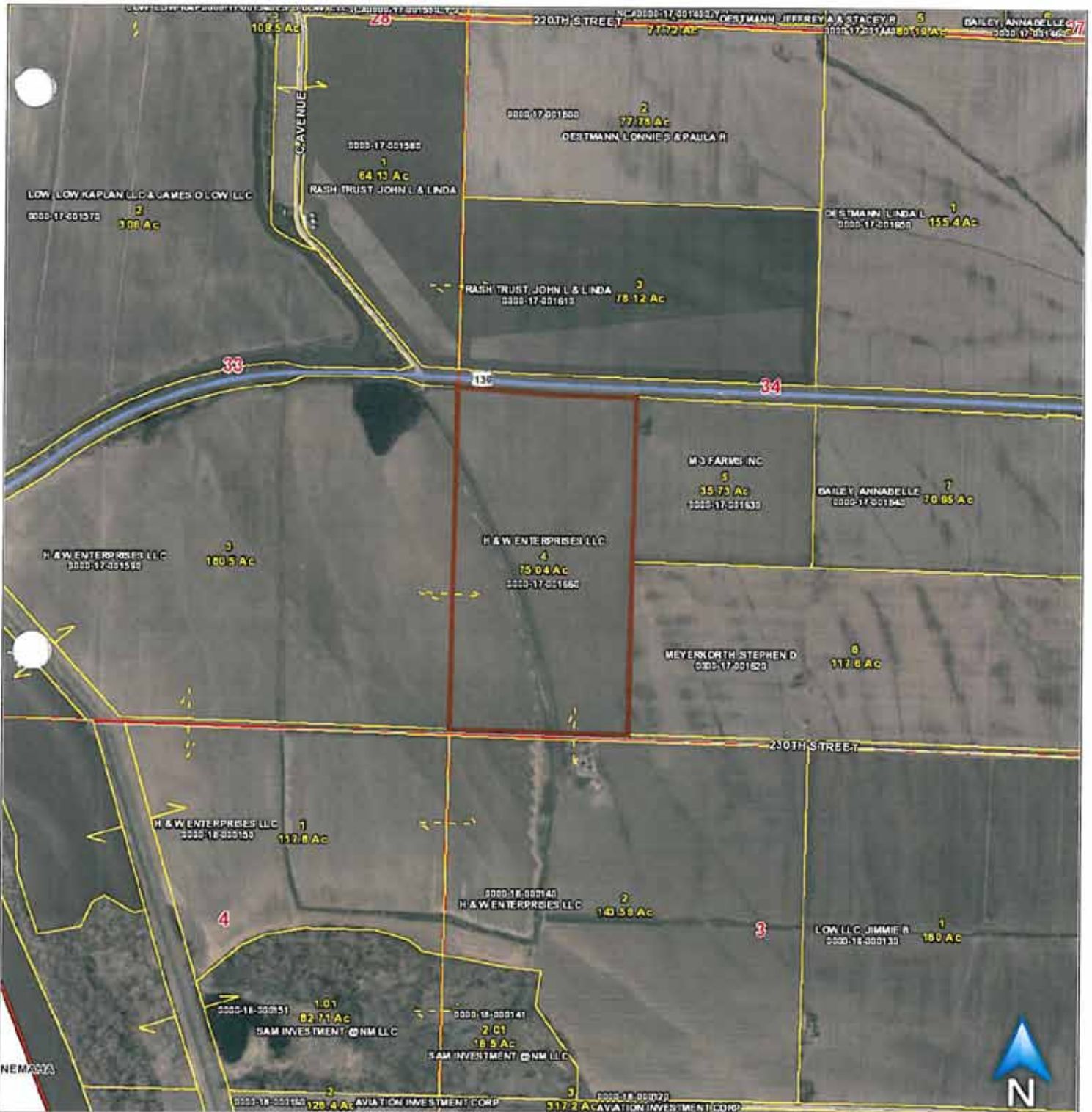
DATE PAID - BY WHOM	PMT MTHD - REF	CL BATCH #	TAX PAID	342.23
11/28/2011 - BANK OF AMERICA	02 - 16557659	938	INTEREST & FEES	0.00
			TOTAL PAID	342.23

NON-CLEARANCE OF CHECKS VOIDS THIS RECEIPT

H & W ENTERPRISES LLC  
 C/O BANK OF AMERICA NA  
 ATTN: BOB FRIZELL IA1-100-02-  
 317 6TH AVENUE, STE 200  
 DES MOINES, IA 50309

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# PRELIMINARY TITLE - TRACTS 1-4

ALTA Plain Language Commitment (2006)

Commitment No.: **1267579**

Page Number: **1**

## ALTA Plain Language Commitment Form



### 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.

The Policy contains an arbitration clause. All arbitrable matters, when the Amount of Insurance is \$2,000,000.00 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.

### TABLE OF CONTENTS

	Page
Agreement to Issue Policy	2
Schedule A	
1. Commitment Date	3
2. Policies to be Issued, Amounts and Proposed Insured	3
3. Interest in the Land and Owner	3
4. Description of the Land	3
Schedule B-1 - Requirements	
Schedule B-2 - Exceptions	
Conditions	

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.  
If you have any questions about the Commitment,  
please contact the issuing office.**



COMMITMENT FOR TITLE INSURANCE

Issued by

*First American Title Insurance Company*

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this 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.

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

FIRST AMERICAN TITLE INSURANCE COMPANY has caused this Commitment to be signed and sealed by its authorized officers

First American Title Insurance Company

Dennis J. Gilmore  
President

Timothy Kemp  
Secretary



This commitment is invalid unless the insuring provisions and Schedules A and B are attached.

**SCHEDULE A**

## Commitment Amendment:

1. Commitment Date: June 13, 2012 at 7:30 A.M.
2. Policy or Policies to be issued: Amount
  - (A) **ALTA Owner's Policy** \$TBD  
ALTA Std Owner Policy 1402.06 (2006)  
Proposed Insured:  
To Be Determined
3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by  
  
TRACT A: H & W Enterprises, LLC, a Missouri Limited Liability Company  
TRACT B: H & W Enterprises, LLC
4. The land referred to in this Commitment is described as follows:

**TRACT A:**

**ALL OF THE WEST ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 34 AND ALL OF THE SOUTH ONE-HALF OF SECTION 33, ATCHISON COUNTY, MISSOURI, EXCEPT THAT PART LYING NORTH OF UNITED STATES HIGHWAY NUMBER 136 IN SECTION 33, OF TOWNSHIP 65, OF RANGE 42.**

**ALSO, ALL OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 64, OF RANGE 42, ATCHISON COUNTY, MISSOURI, EXCEPT A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 64 NORTH, RANGE 42 WEST, ALL IN ATCHISON COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE N 88 DEGREES 18'49" W, ALONG THE NORTH SECTION LINE OF SAID SECTION 3, 1566.31 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING N 88 DEGREES 18'49" W, 295.23 FEET; THENCE S 2 DEGREES 23'07" W, 372.02 FEET; THENCE N 89 DEGREES 54'10" E, 315.80 FEET; THENCE N 0 DEGREE 49'28" W, 362.51 FEET TO THE POINT OF BEGINNING.**

**ALSO, ALL OF THE NORTH ONE-HALF OF SECTION 4, TOWNSHIP 64, OF RANGE 42, ATCHISON COUNTY, MISSOURI, EXCEPT FROM THE ABOVE DESCRIBED TRACTS THAT PART CONVEYED TO NORMAN J. BARNES, A MARRIED PERSON, BOOK 201 AT PAGE 283 AND RE-RECORDED IN BOOK 205 AT PAGE 003, FILED FOR RECORD OCTOBER 9, 2002 OF THE OFFICIAL RECORDS.**

**TRACT B:**

**A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 64 NORTH, RANGE 42 WEST, ALL IN ATCHISON COUNTY, MISSOURI MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE N 88 DEGREES 18' 49" W, ALONG THE NORTH SECTION LINE OF SAID SECTION 3, 1566.31 FEET TO THE TRUE POINT OF BEGINNING;**

**THENCE CONTINUING N 88 DEGREES 18' 49" W, 295.23 FEET; THENCE S 2 DEGREES 23' 07" W, 372.02 FEET; THENCE N 89 DEGREES 54' 10" E, 315.80 FEET; THENCE N 0 DEGREES 49' 28" W, 362.51 FEET TO THE POINT OF BEGINNING.**





**SCHEDULE B  
SECTION I  
REQUIREMENTS**

The following requirements must be met:

- (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 timely 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 make additional requirements or exceptions relating to the interest or the loan.
- (E) We have a copy of the Articles of Organization dated \_\_\_\_\_ and a copy of the Operating Agreement dated \_\_\_\_\_ of H & W Enterprises, LLC, a Missouri Limited Liability Company, a limited liability company. We must be furnished with a copy of any amendments to said documents. We reserve the right to make any additional requirements we deem necessary.
- (F) We have a copy of the Articles of Organization dated \_\_\_\_\_ and a copy of the Operating Agreement dated \_\_\_\_\_ of H & W Enterprises, LLC, a limited liability company. We must be furnished with a copy of any amendments to said documents. We reserve the right to make any additional requirements we deem necessary.
- (G) Obtain and submit to the Company for recording a Warranty Deed from H & W Enterprises, LLC, a Missouri Limited Liability Company (as to Tract A) H & W Enterprises, LLC (as to Tract B) to the proposed insured.
- (H) Any instrument to be executed by the limited liability company must:
  - a. Be executed in the limited liability company's name, and
  - b. Be signed by all the members if management has been retained by the members (in the alternative one member can sign the documents and the rest can sign a separate consent form), or by such managers or other persons as provided in the operating agreement, if said document creates a lower approval threshold.
- (I) The application for title insurance does not give the name of the prospective purchaser. When such name is ascertained, the records must be searched for possible judgments. If the purchaser is to be an entity other than a natural person or persons, certain additional requirements may be necessary.
- (J) Provide this Company with a properly completed and executed Owner's Affidavit.
- (K) If there has been construction, improvements or repairs to or on the property in the past 12 months, or a portion or all of the loan proceeds will be used for such, then unrecorded mechanics lien coverage will not be furnished unless arrangements are made prior to closing.

If the property is 1-4 family residential and we are being asked to extend mechanic's lien coverage (through date downs or otherwise) on a construction loan, a Mechanic's Lien Indemnity Agreement secured by a satisfactory Letter of Credit will need to be furnished to the company. If the transaction is not a residential construction loan or a sale of "residential real property" (as defined by Section 429.016 RSMO) to a bona fide purchaser which would entitle the owner to utilize Section 429.016.1 to 429.016.31 RSMO, either the aforesaid secured indemnity or satisfactory financial statements, indemnities, affidavits and possibly lien waivers, will need to be furnished to the company. Failure to notify the company in writing before closing will invalidate any mechanic's lien coverage given in the policy.

If the transaction is a sale covered by Section 429.016.1 to 429.016.31, that is, (1) the Land is not-owner occupied - unless it is residential real property of five or more units; and (2) the Land is considered "residential real property" as defined in the statute; and (3) the purchaser is a bona fide purchaser for value, then the following requirements must be met for mechanic's lien coverage:

1. The owner must record a Notice of Intended Sale satisfactory to the Company in all counties which the Land is located not less than 45 days prior to the intended closing date;
2. The actual closing date cannot be earlier than the date set forth in the above Notice;
3. If the date set forth in the above Notice is more than 90 days after the date of the recording of the Notice, proof satisfactory to the Company that the owner had a contract with a subcontractor or supplier as of the date must be furnished;
4. If the Land is 1-4 family, proof satisfactory to the Company that the Land is not owner occupied;
5. Recorded Notices of Rights, if any, are addressed to the satisfaction of the Company;
6. The owner (and spouse, if any) executes the Company's Construction Lien Indemnity Agreement



**SCHEDULE B  
SECTION II  
EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, claims or 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 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.
5. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
6. The lien of the General, State, County and City taxes for 2012 and subsequent years and the lien of special assessment not shown as existing liens by the public records.

NOTE: General, state, county and city taxes for the year 2011 in the amount of \$351.93 are PAID.

Parcel Number 17-08-33-00-000-00-03.00 (Tract A-Section 33)  
(Prior City Number N/A)  
Alt. No. 17-015.90  
Cama No. N/A

NOTE: General, state, county and city taxes for the year 2011 in the amount of \$196.69 are PAID.

Parcel Number 18-02-04-00-000-00.0100 (Tract A-Section 4)  
(Prior City Number N/A)  
Alt. No. 18-001.50  
Cama No. N/A

NOTE: General, state, county and city taxes for the year 2011 in the amount of \$342.23 are PAID.

Parcel Number 17-08-34-00-00-04.00 (Tract A-Section 34)  
(Prior City Number N/A)  
Alt. No. 17-1660  
Cama No. N/A

NOTE: General, state, county and city taxes for the year 2011 in the amount of \$881.14 are PAID.

Parcel Number 18-02-03-00-00-02.00 (Tract B)  
(Prior City Number N/A)  
Alt. No. 18-140  
Cama No. N/A

NOTE: Phelps City Drainage and Levee District No. 1 taxes for the year 2011 in the amount of \$50.00 are paid. (TRACT A- 17-001590.1)

NOTE: Atchison Levy District No. 1 assessments for the year 2011 in the amount of \$679.24 are paid. (TRACT A- 17-001590)

NOTE: Atchison Levy District No. 1 assessments for the year 2011 in the amount of \$500.00 are paid. (TRACT A- 18-000150)

NOTE: Phelps City Drainage and Levee District No. 1 taxes for the year 2011 in the amount of \$150.00 are paid. (TRACT A-17-1660.1)

NOTE: Atchison Levee District No. 1 assessments for the year 2011 in the amount of \$315.20 are paid. (TRACT A-17-1660)

NOTE: Phelps City Drainage and Levee District No. 1 taxes for the year 2011 in the amount of \$362.50 are paid. (TRACT B-18-140.1)

NOTE: Atchison Levee District No. 1 assessments for the year 2011 in the amount of \$640.00 are paid. (TRACT B-18-140)

7. Highway Deed granted to the State of Missouri in the document recorded as Book 151 at Page 32 of Official Records. (TRACT A)
8. An easement for ingress and egress in the document recorded March 17, 2005 as Book 209 at Page 222 of Official Records.
9. The terms and provisions contained in the document entitled "Easement Agreement" recorded March 17, 2005 as Book 209 and Page 222 of Official Records.
10. An easement for drainage in the document recorded March 17, 2005 as Book 209 and Page 223 of Official Records. (TRACT A)
11. The terms and provisions contained in the document entitled "Drainage Easement Agreement" recorded March 17, 2005 as Book 209 at Page 223 of Official Records. (TRACT A)
12. Subject to the right of others in and to the bed and water of the creek or stream crossing the premises. (TRACT B)
13. Subject property lies within the boundaries of Phelps City Drainage and Levee District No. 1, and therefore may be subject to possible assessments and taxation. (TRACTS A & B)
14. Rights of the Atchison County Levee District No. 1 and/or The United States Corp of Engineers to maintain, repair and have access to the levee located on a portion of the premises in question. (Section 33)
15. Rights of the Public, State of Missouri, County of Atchison in and to that part of the premises in question, if any, taken or used for Route A. (Tracts A & B)
16. Rights of the Public, State of Missouri, County of Atchison in and to that part of the premises in question, if any, taken or used for Highway 136 and 230th Street. (Tract A)

## **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 the title according to the state law where the 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.



*First American Title*

#### Privacy Information

##### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

#### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

#### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

***The following notice applies only to commitments wherein the property is located in the State of Missouri or the Closing of the proposed transactions takes place in the State of Missouri.***

### **NOTICE REGARDING SENATE BILL 66**

Senate Bill 66, which became effective January 1, 2008, requires the issuance of Closing Protection Letters (CPL's), one to the Seller and one to the Buyer/Lender, in every residential transaction where First American Title Company, Inc. is involved in the closing of the transaction. According to the statute, the CPL is defined as a letter which shall "indemnify a buyer, lender or seller solely against losses not to exceed the amount of the settlement funds only because of the following acts of the title insurer's named issuing agency or title agent: (a) Acts of theft of settlement funds or fraud with regard to settlement funds; and (b) Failure to comply with written closing instructions by the proposed insured when agreed to by the title agency or title agent relating to title insurance coverage." Each letter has a fee of \$25.00. You may waive this protection, but must do so in writing using a form acceptable to First American Title Insurance Company.

First American Title Company, Inc.



# **SURVEY - TRACTS 1-4**





# TRACT 5

## INSPECTION DATES:

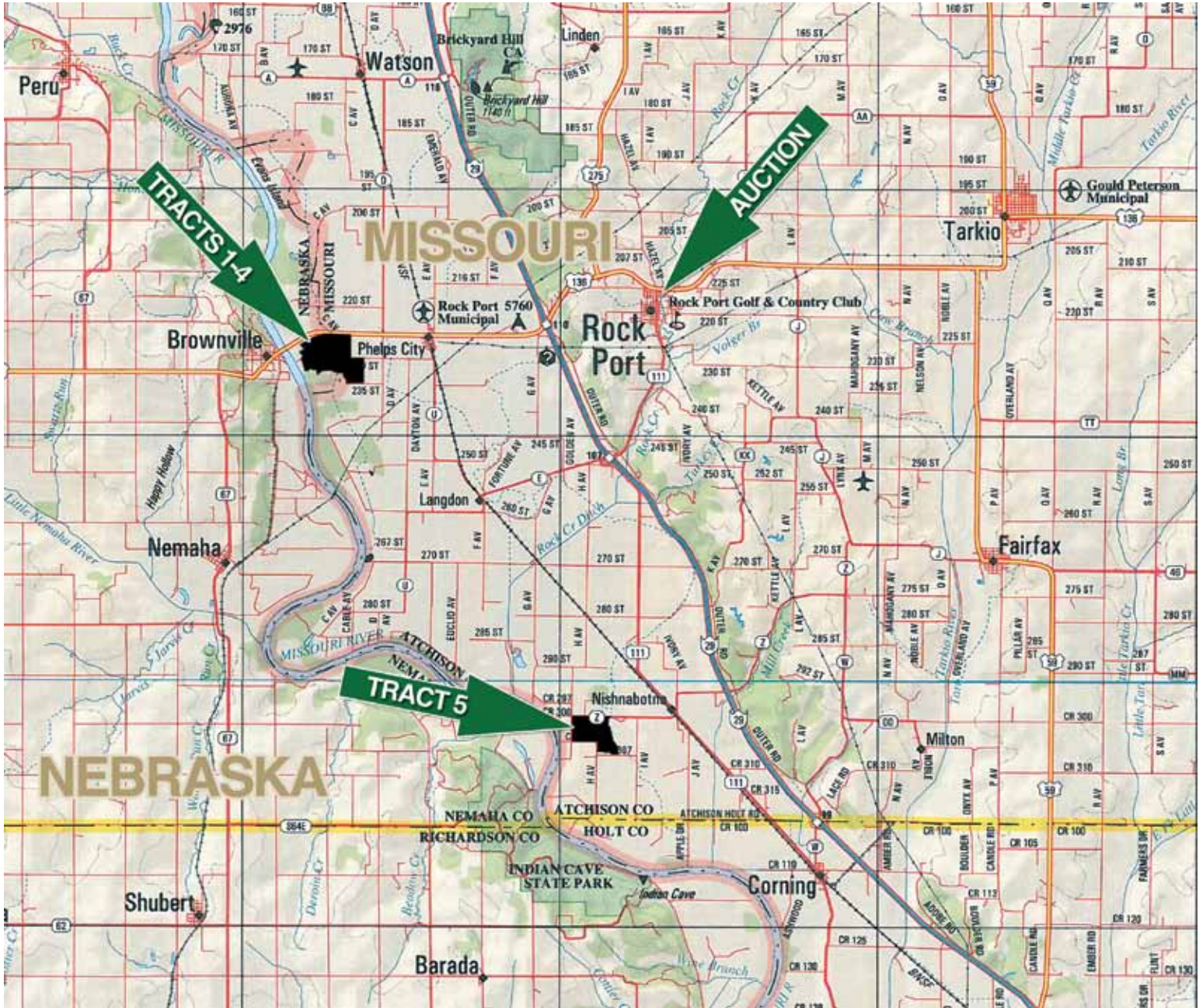
Monday, July 30, 2-4PM

Monday, August 13, 2-4PM

Meet an Auction Representative of  
Tract 3 for more information.



# OVERALL LOCATION MAP



## PROPERTY LOCATION:

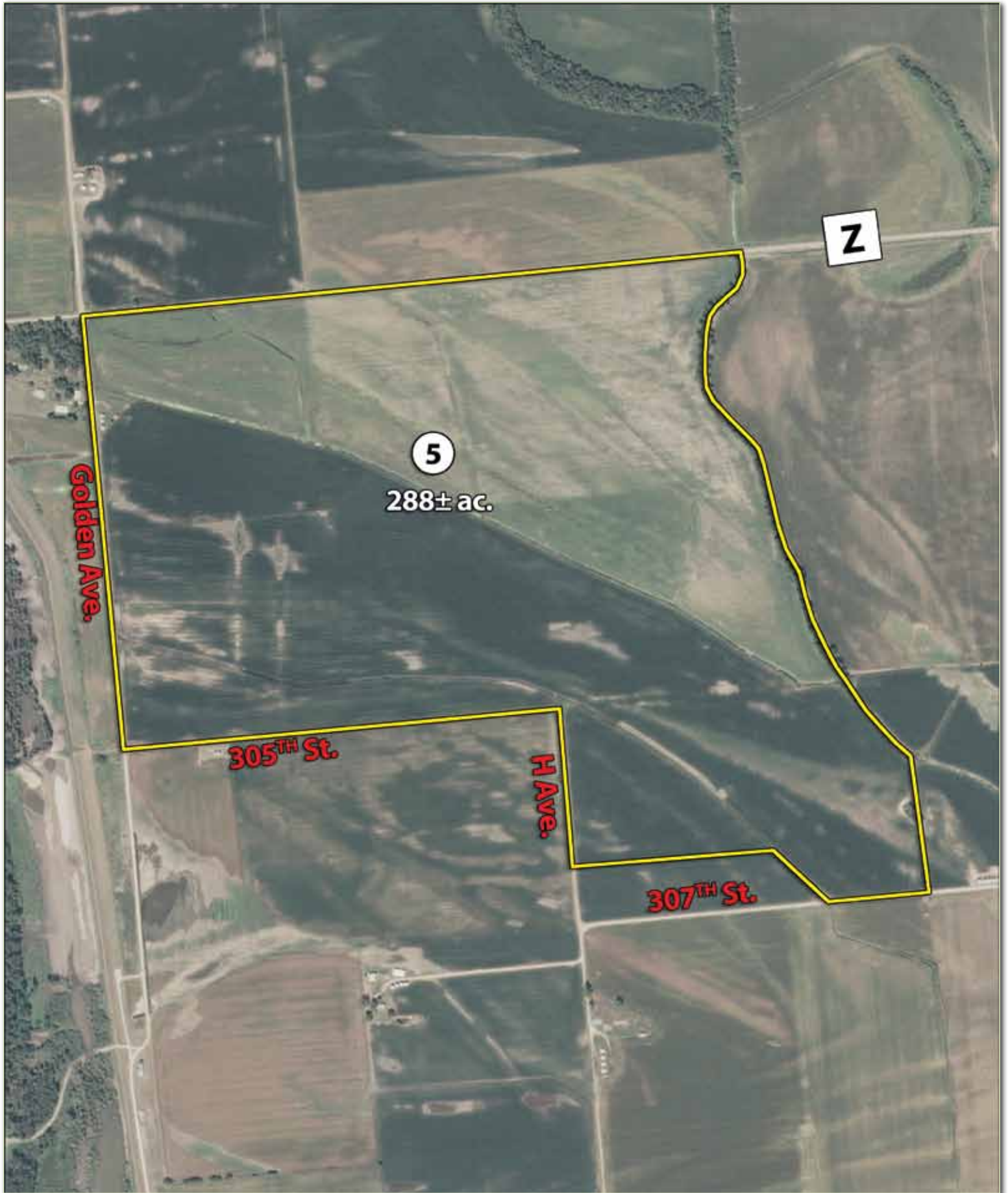
**Tract 5:** From Interstate 29 (south of Rock Port) take exit 107. Travel south on State Route 111 for 5.5 miles to State Highway Z. Turn west and travel 1.5 miles to the property on the south side of State Highway Z.

## AUCTION SITE:

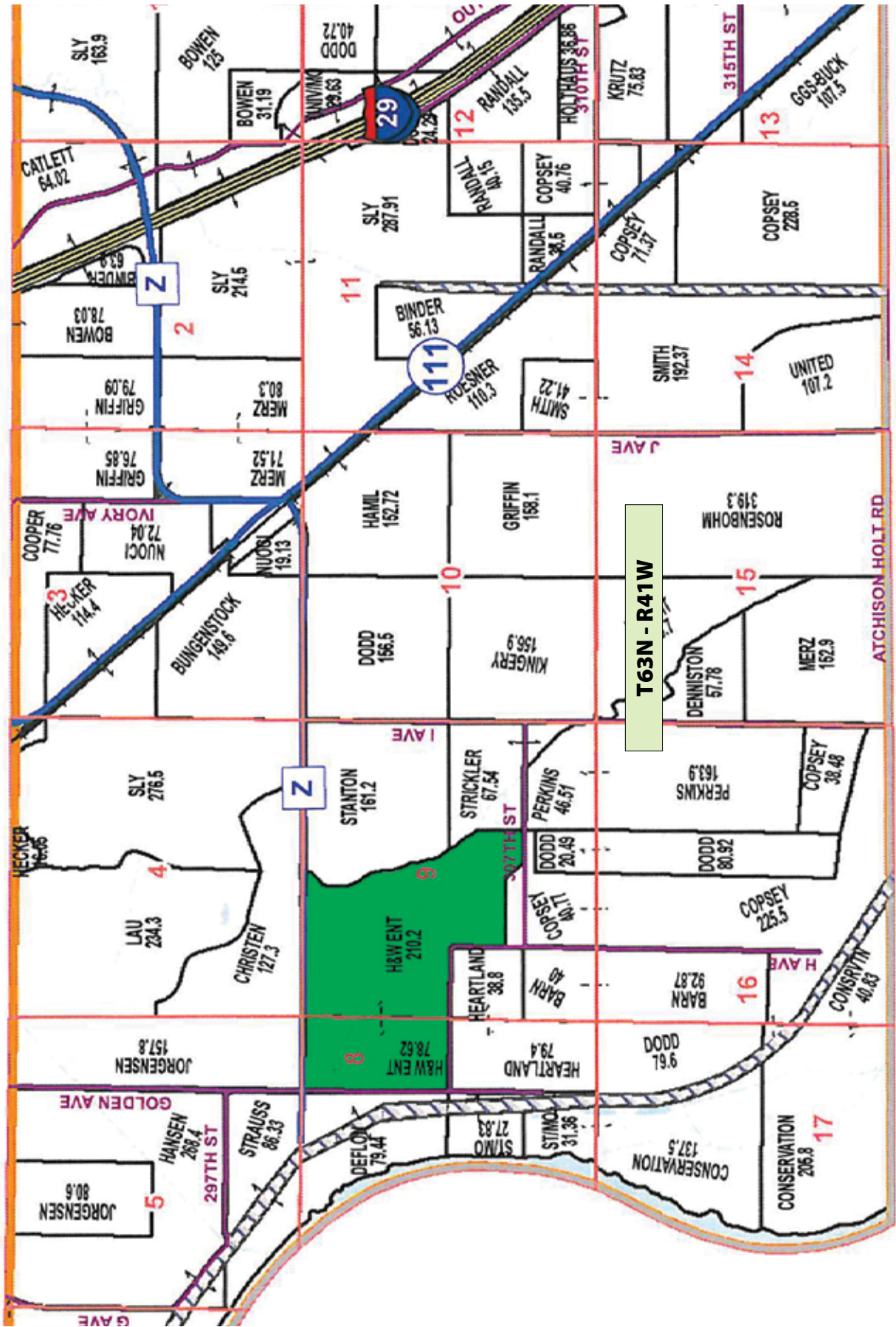
Velma Houts Fair Building  
201 Highway 136 East  
Rock Port, MO 64482

From Interstate 29 take exit 110 and travel east on Highway 136 for 2.5 miles to the Velma Houts Fair Building in Rock Port.

# TRACT MAP - TRACT 5



# PLAT MAP - TRACT 5

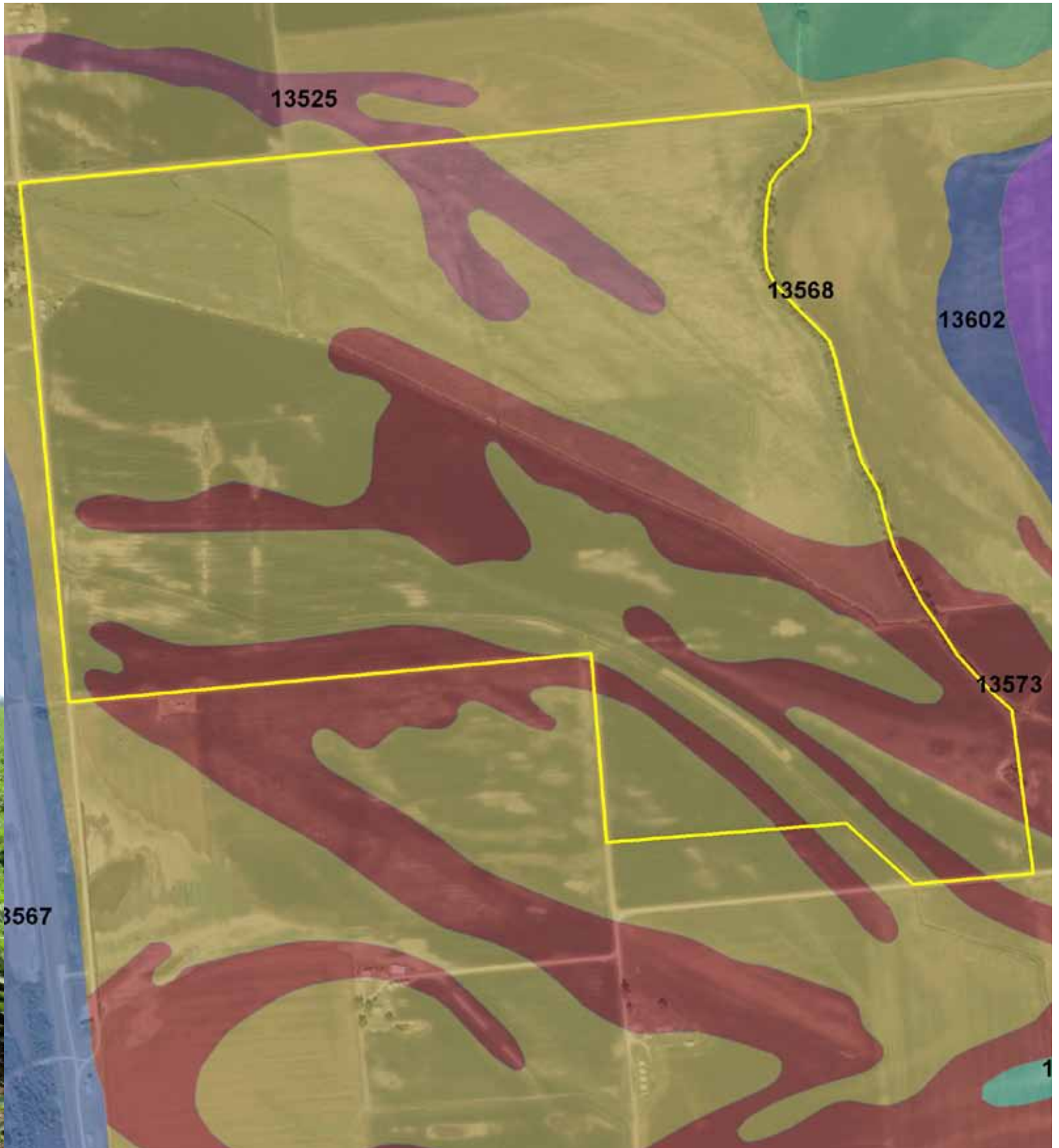


# TRACT 5

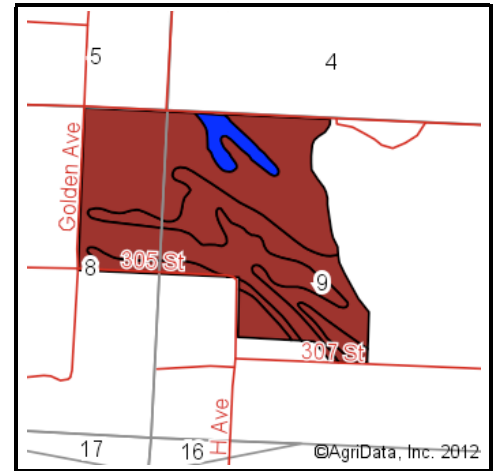
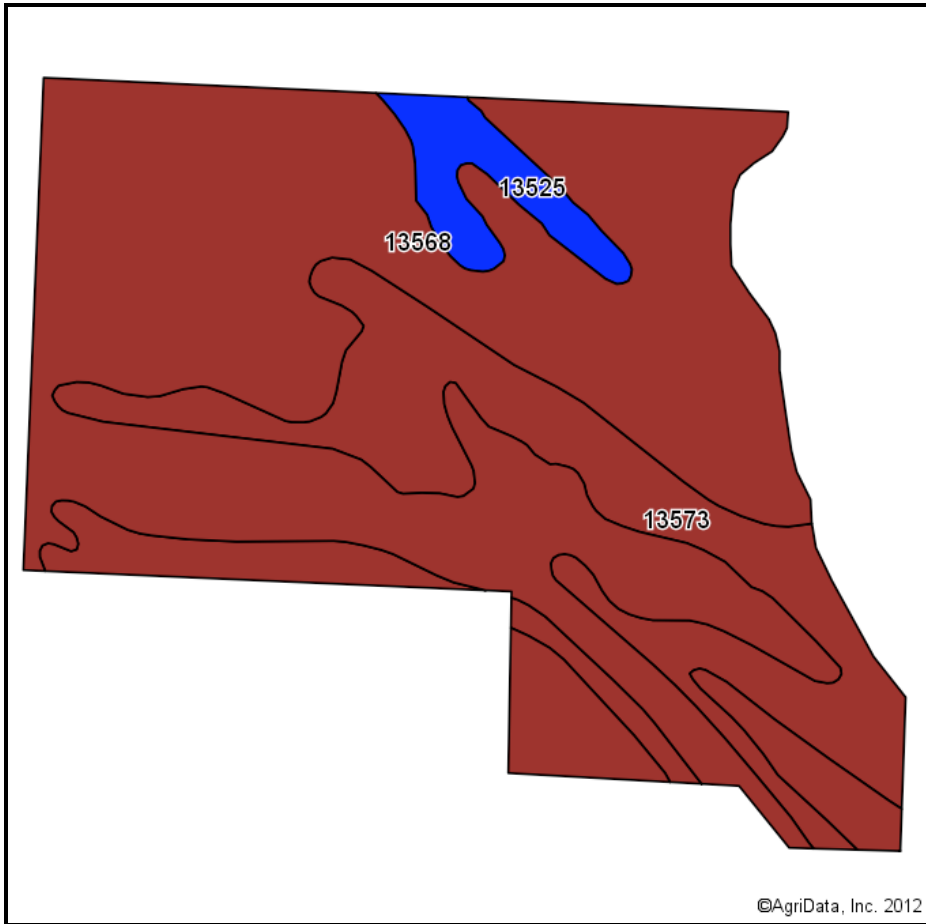


Tract 5

# SOIL MAP - TRACT 5



# SURETY SOIL MAP - TRACT 5



State: **Missouri**  
 County: **Atchison**  
 Location: **9-63N-41W**  
 Township: **Clark**  
 Acres: **297.2**  
 Date: **6/12/2012**



Field borders provided by Farm Service Agency as of 5/21/2008.  
 Soils data provided by USDA and NRCS.



Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Irr Class	Tall fescue	Orchardgrass red clover	Warm season grasses	Common bermudagrass
13568	Onawa silty clay, 0 to 2 percent slopes, rarely flooded	210.3	70.8%		IIw	IIw	8	7	9	8
13573	Paxico silt loam, 0 to 2 percent slopes, rarely flooded	74.7	25.1%		IIw		8	9	10	8
13525	Haynie silt loam, sandy substratum, 0 to 2 percent slopes, rarely flooded	12.2	4.1%		I		8	9	10	8
<b>Weighted Average</b>							<b>8</b>	<b>7.6</b>	<b>9.3</b>	<b>8</b>



# TRACT 5



## **TRACT 5:**

288± acres of tillable productive farmland with easy access off State Highway Z and Golden Avenue. Onawa Silty Clay, Paxico Silt Loam and Haynie Silt Loam are the three predominate soil types.

This tract includes a 2004 Zimmatic 9 tower center pivot and a 2004 Zimmatic 7 tower center pivot, both with very low hours. There are five grain storage bins in various sizes.



# TRACT 5



# FSA INFORMATION - TRACT 5

Missouri  
Atchison  
Report ID: FSA-156EZ

U.S. Department of Agriculture  
Farm Service Agency  
Abbreviated 156 Farm Record

**FARM: 3404**  
Prepared: 5/22/12 12:31 PM  
Crop Year: 2012  
Page: 1 of 2

Operator Name: \_\_\_\_\_ Farm Identifier: SEC 8, 9 T63 R41 Recon Number: \_\_\_\_\_

Farms Associated with Operator:

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
295.0	293.9	293.9	0.0	0.0	0.0	0.0	Active	2
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	NAP	MPL/FWP		FAV/WR History	ACRE Election
0.0	0.0	293.9	0.0	0.0	0.0		N	None

Crop	Base Acreage	CRP Reduction	CRP Pending	Direct Yield	CC Yield	CCC-505 CRP Reduction
CORN	206.4	0.0	0.0	95	95	0.0
SOYBEANS	20.7	0.0	0.0	27	27	0.0
<b>Total Base Acres:</b>	227.1					

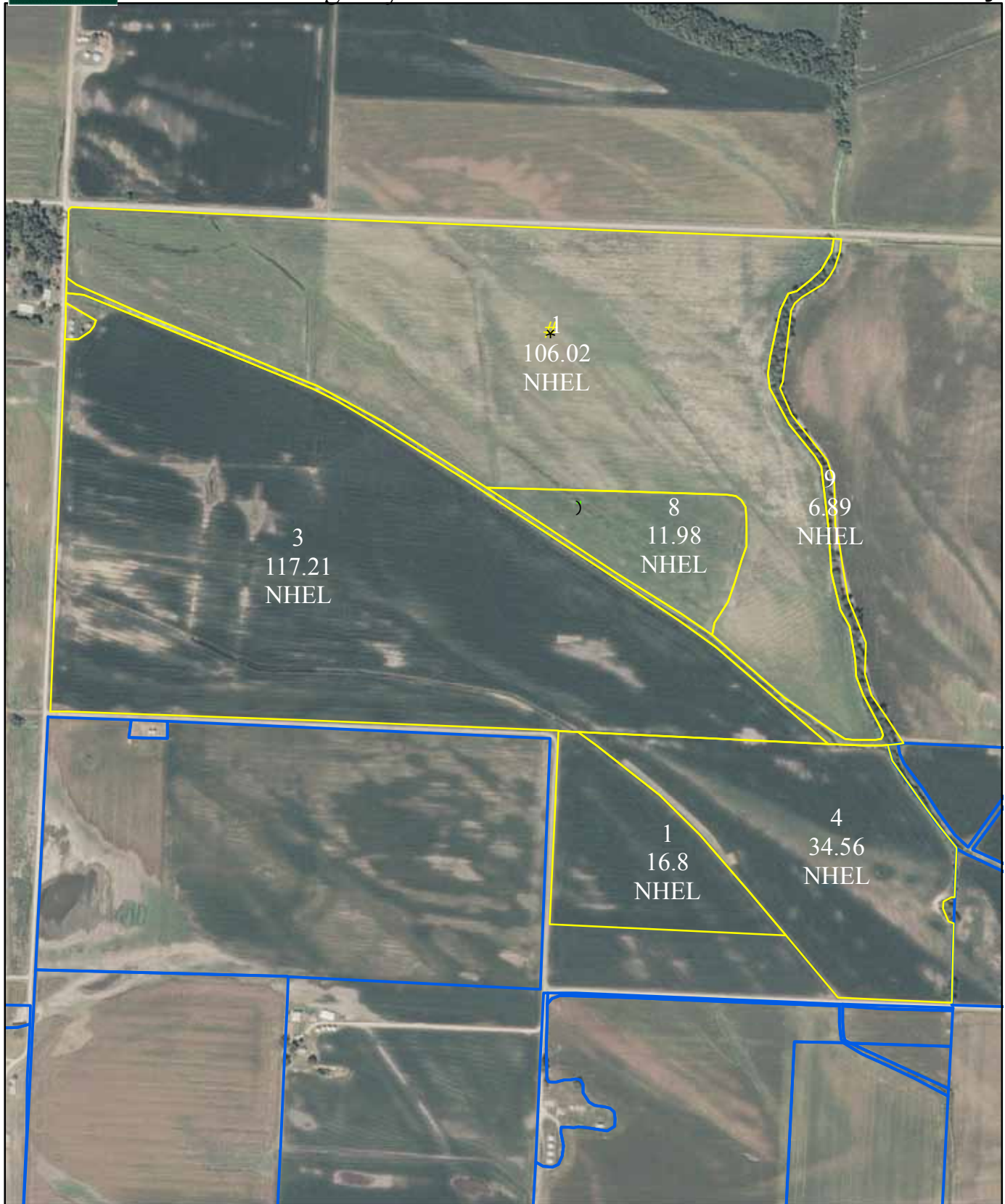
Tract Number: 8675 Description: SEC 9 T63 R41 FAV/WR History: N  
 BIA Range Unit Number: \_\_\_\_\_  
 HEL Status: Classified as not HEL  
 Wetland Status: Tract does not contain a wetland  
 WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
52.0	51.3	51.3	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	NAP	MPL/FWP	
0.0	0.0	51.3	0.0	0.0	0.0	

Crop	Base Acreage	Direct Yield	CC Yield	CRP Reduction	CRP Pending	CRP Yield	CCC-505 CRP Reduction
CORN	31.0	95	95	0.0	0.0	0	0.0
SOYBEANS	7.0	27	27	0.0	0.0	0	0.0
<b>Total Base Acres:</b>	38.0						

Owners: H & W ENTERPRISES LLC

Other Producers: None



Farm 3404  
Tract 8676



All measurements are for FSA program purposes only.

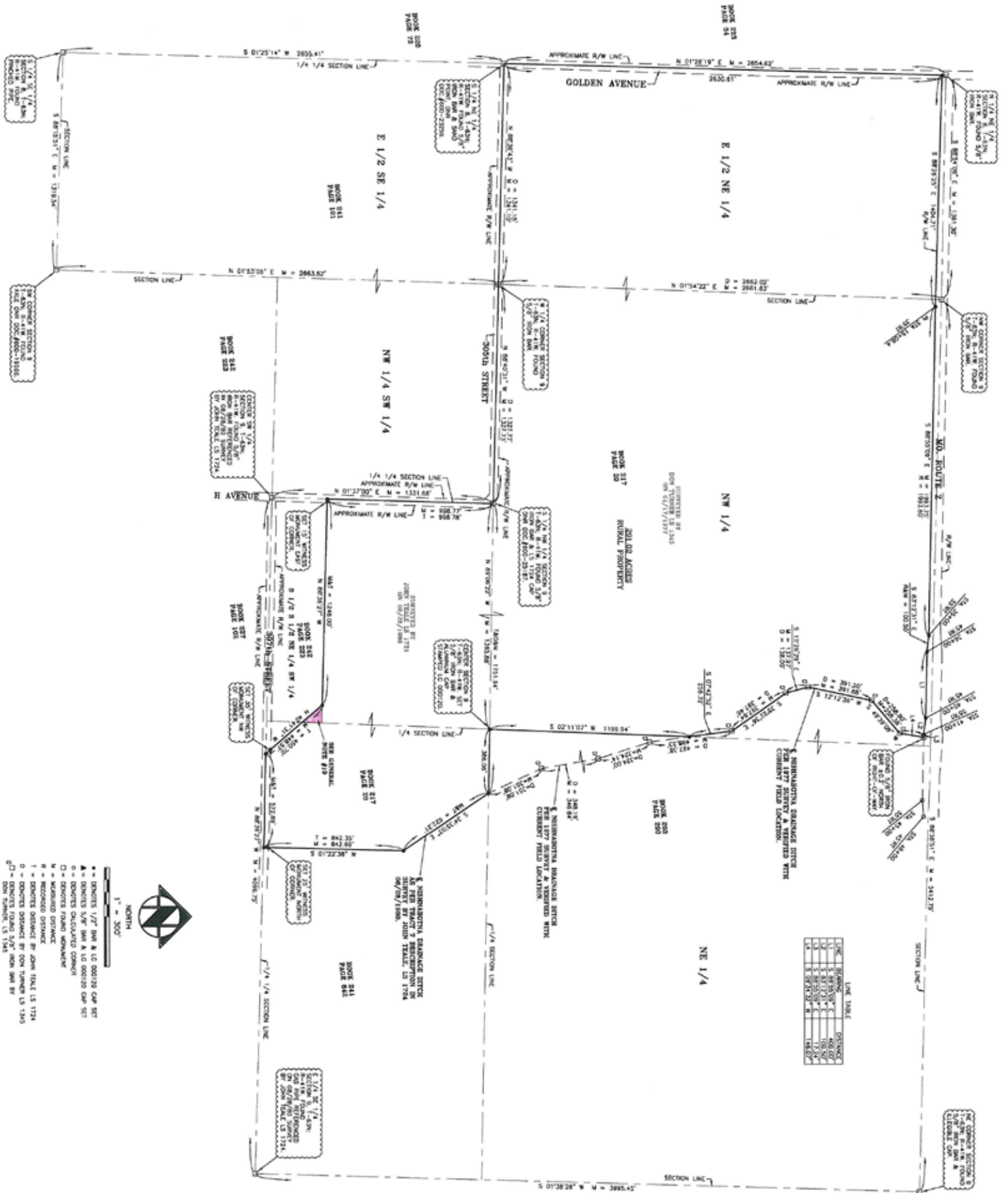
May 22, 2012

1 inch equals 726.5 feet

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

GIS\_MO.SDE.Wet\_P\_mo005  
Wetland Determination Identifiers  
Ⓜ Restricted Use  
Ⓜ Limited Restrictions  
Ⓜ Exempt from Conservation Compliance Provisions

# SURVEY - TRACT 5



# TAX INFORMATION - TRACT 5

## ATCHISON COUNTY PAID TAX RECEIPT

2011 REAL ESTATE DUPLICATE PAID RECEIPT

Diane Livengood, Collector  
 400 S. Washington  
 Rock Port, MO 64482  
 660-744-2770

H & W ENTERPRISES LLC  
 C/O BANK OF AMERICA NA  
 ATTN: BOB FRIZELL IA1-100-02-  
 317 6TH AVENUE, STE 200  
 DES MOINES, IA 50309

Tax Receipt 103895

Parcel No. 0000-26-000420

PROPERTY DESCRIPTION	
Parcel No.	0000-26-000420
Map No.	10-26-03-08-00-000-000100
Location	
Legal Description	E 1/2 NE 1/4 EXC PUB RD R/W
Acres	78.62
S-T-R: 8-63-41	
	ASSESSED VALUATION
	Agr Val 6,312
	Res Val 0
	Com Val 0
	Tot Val 6,312
Assessments are made by the Assessor INQUIRIES ON VALUATION SHOULD BE ADDRESSED TO ASSESSOR. It is the obligation of the taxpayer to see that their property is properly described and assessed on the tax books. Failure to receive a tax statement does not relieve the taxpayer of their obligation to pay their taxes when due.	

ITEMIZATION OF TAX	
State	1.89
County General	31.56
Sb 40	6.31
Health Center	6.31
Library	18.94
Senior Citizen	3.16
Ambulance	18.82
Rock Port R-2	309.92
West Atchison F-2	15.46
Road-co Gen	23.16
R & B - County Gener	31.56
<b>TOTAL BASE TAX</b>	<b>467.09</b>

DATE PAID - BY WHOM	PMT MTHD - REF	CL BATCH #	TAX PAID	467.09
11/28/2011 - PHYLISS STEVENSON	02 - 16557652	938	INTEREST & FEES	0.00
			<b>TOTAL PAID</b>	<b>467.09</b>

NON-CLEARANCE OF CHECKS VOIDS THIS RECEIPT

H & W ENTERPRISES LLC  
 C/O BANK OF AMERICA NA  
 ATTN: BOB FRIZELL IA1-100-02-  
 317 6TH AVENUE, STE 200  
 DES MOINES, IA 50309

Diane Livengood, Atchison County Collector

# Atchison County, MO



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# PRELIMINARY TITLE - TRACT 5

ALTA Plain Language Commitment (2006)

Commitment No.: **1267585**

Page Number: **1**

## ALTA Plain Language Commitment Form



### 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.

The Policy contains an arbitration clause. All arbitrable matters, when the Amount of Insurance is \$2,000,000.00 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.

### TABLE OF CONTENTS

	Page
Agreement to Issue Policy	2
Schedule A	
1. Commitment Date	3
2. Policies to be Issued, Amounts and Proposed Insured	3
3. Interest in the Land and Owner	3
4. Description of the Land	3
Schedule B-1 - Requirements	
Schedule B-2 - Exceptions	
Conditions	

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.  
If you have any questions about the Commitment,  
please contact the issuing office.**



COMMITMENT FOR TITLE INSURANCE

Issued by

*First American Title Insurance Company*

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this 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.

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

FIRST AMERICAN TITLE INSURANCE COMPANY has caused this Commitment to be signed and sealed by its authorized officers

First American Title Insurance Company

Dennis J. Gilmore  
President

Timothy Kemp  
Secretary



This commitment is invalid unless the insuring provisions and Schedules A and B are attached.

**SCHEDULE A**

Commitment Amendment:

- 1. Commitment Date: June 13, 2012 at 7:30 A.M.
- 2. Policy or Policies to be issued: Amount
  - (A) **ALTA Owner's Policy** \$TBD
  - ALTA Std Owner Policy 1402.06 (2006)
  - Proposed Insured:
  - To Be Determined
- 3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by  
  
H & W Enterprises, LLC, a Missouri Limited Liability Company
- 4. The land referred to in this Commitment is described as follows:

**THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION NUMBER EIGHT (8) AND ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION NINE (9) LYING WEST OF THE NISHNABOTNA DRAINAGE DITCH THAT RUNS THROUGH SAID QUARTER SECTION IN A NORTH-SOUTH DIRECTION, ALL IN TOWNSHIP SIXTY-THREE (63) OF RANGE FORTY-ONE (41), ATCHISON COUNTY, MISSOURI.**

**ALSO, A TRACT OF LAND SITUATE IN THE SOUTH HALF OF SECTION 9, TOWNSHIP 63 NORTH, RANGE 41 WEST, ATCHISON COUNTY, MISSOURI, SAID TRACT BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON BAR FOUND AT THE NORTH QUARTER CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 9, SAID MONUMENT BEING ESTABLISHED IN ROAD SURVEY BOOK 5, PAGE 176, THENCE ALONG QUARTER SECTION LINE, SOUTH 89°32'14" EAST 1751.94 FEET TO WHERE SAID LINE INTERSECTS AN EXISTING DITCH; THENCE ALONG SAID CENTERLINE, SOUTH 35°02'18" EAST 622.21 FEET; THENCE SOUTH 00°55'23" WEST 842.35 FEET; THENCE NORTH 89°04'13" WEST 572.89 FEET; THENCE ALONG THE CENTERLINE OF AN EXISTING DITCH, NORTH 41°27'15" WEST 450.70 FEET; THENCE NORTH 89°04'13" WEST 1248.00 FEET; THENCE ALONG QUARTER QUARTER SECTION LINE, NORTH 01°02'50" EAST 998.78 FEET TO THE POINT OF BEGINNING.**

**SCHEDULE B  
SECTION I  
REQUIREMENTS**

The following requirements must be met:

- (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 timely 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 make additional requirements or exceptions relating to the interest or the loan.
- (E) We have a copy of the Articles of Organization dated and a copy of the Operating Agreement dated of H & W Enterprises, LLC, a Missouri Limited Liability Company, a limited liability company. We must be furnished with a copy of any amendments to said documents. We reserve the right to make any additional requirements we deem necessary.
- (F) Obtain and submit to the Company for recording a Warranty Deed from H & W Enterprises, LLC, a Missouri Limited Liability Company to the proposed purchaser.
- (G) Any instrument to be executed by the limited liability company must:
  - a. Be executed in the limited liability company's name, and
  - b. Be signed by all the members if management has been retained by the members (in the alternative one member can sign the documents and the rest can sign a separate consent form), or by such managers or other persons as provided in the operating agreement, if said document creates a lower approval threshold.
- (H) The application for title insurance does not give the name of the prospective purchaser. When such name is ascertained, the records must be searched for possible judgments. If the purchaser is to be an entity other than a natural person or persons, certain additional requirements may be necessary.
- (I) Provide this Company with a properly completed and executed Owner's Affidavit.
- (J) If there has been construction, improvements or repairs to or on the property in the past 12 months, or a portion or all of the loan proceeds will be used for such, then unrecorded mechanics lien coverage will not be furnished unless arrangements are made prior to closing.

If the property is 1-4 family residential and we are being asked to extend mechanic's lien coverage (through date downs or otherwise) on a construction loan, a Mechanic's Lien Indemnity Agreement secured by a satisfactory Letter of Credit will need to be furnished to the company. If the transaction is not a residential construction loan or a sale of "residential real property" (as defined by Section 429.016 RSMO) to a bona fide purchaser which would entitle the owner to utilize Section 429.016.1 to 429.016.31 RSMO, either the aforesaid secured indemnity or satisfactory financial statements, indemnities, affidavits

and possibly lien waivers, will need to be furnished to the company. Failure to notify the company in writing before closing will invalidate any mechanic's lien coverage given in the policy.

If the transaction is a sale covered by Section 429.016.1 to 429.016.31, that is, (1) the Land is not-owner occupied - unless it is residential real property of five or more units; and (2) the Land is considered "residential real property" as defined in the statute; and (3) the purchaser is a bona fide purchaser for value, then the following requirements must be met for mechanic's lien coverage:

1. The owner must record a Notice of Intended Sale satisfactory to the Company in all counties which the Land is located not less than 45 days prior to the intended closing date;
2. The actual closing date cannot be earlier than the date set forth in the above Notice;
3. If the date set forth in the above Notice is more than 90 days after the date of the recording of the Notice, proof satisfactory to the Company that the owner had a contract with a subcontractor or supplier as of the date must be furnished;
4. If the Land is 1-4 family, proof satisfactory to the Company that the Land is not owner occupied;
5. Recorded Notices of Rights, if any, are addressed to the satisfaction of the Company;
6. The owner (and spouse, if any) executes the Company's Construction Lien Indemnity Agreement



**SCHEDULE B**  
**SECTION II**  
**EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, claims or 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 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.
5. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
6. The lien of the General, State, County and City taxes for 2012 and subsequent years and the lien of special assessment not shown as existing liens by the public records.

NOTE: General, state, county and city taxes for the year 2011 in the amount of \$1,098.47 are PAID.

Parcel Number 26-02-09-00-00-02.00 (26-440)  
(Prior City Number N/A)  
Alt. No. N/A  
Cama No. N/A

NOTE: General, state, county and city taxes for the year 2011 in the amount of \$467.09 are PAID.

Parcel Number 26-03-08-00-00-01.00 (26-420)  
(Prior City Number N/A)  
Alt. No. N/A  
Cama No. N/A

NOTE: Nishnabotna Drainage assessments for the year 2011 in the amount of \$412.22 are paid. (26-440)

NOTE: Nishnabotna Drainage assessments for the year 2011 in the amount of \$160.00 are paid. (26-420)

NOTE: Atchison Levee assessments for the year 2011 in the amount of \$841.12 are paid. (26-440.1)

NOTE: Atchison Levee assessments for the year 2011 in the amount of \$320.00 are paid. (26-420.1)

7. Easement for Underground Communication Systems in favor of United Telephone Company of Missouri, Inc. in the document recorded in Book 155 at Page 513 of Official Records.
8. Subject property lies within the boundaries of Atchison Levy District No. 1, and therefore may be subject to possible assessments and taxation.
9. Subject property lies within the boundaries of Nishnabotna Drainage, and therefore may be subject to possible assessments and taxation.
10. Terms and provisions of the oil and gas lease executed between WALDO Riverside Farms, Inc., a Missouri Corporation, lessor, and R.B. McCullar, lessee, dated February 22nd, 1982, filed May 10th, 1982, recorded Book 174 at Page 91, together with all subsequent assignments and conveyances.
11. Rights of the Public, State of Missouri, County of Atchison in and to that part of the premises in question, if any, taken or used for Golden Ave.
12. Rights of the Public, State of Missouri, County of Atchison in and to that part of the premises in question, if any, taken or used for 305th Street.
13. Rights of the Public, State of Missouri, County of Atchison in and to that part of the premises in question, if any, taken or used for 307th Street.
- (N) Outstanding rights in and to that portion of the premises in question lying within the boundaries of the Midland Surveying Plat and the location of the property line deeded to Max Harold Peeler, Trustee under "Amendment and Restatement of Declaration of Trust dated October 8, 2008", Max Harold Peeler, Settlor, as to an undivided one-half interest and Roberta Sharlene Peeler, Trustee under "Amendment and Restatement of Declaration of Trust dated October 8, 2008, Roberta Sharlene Peeler, Settlor, as to an undivided one-half interest, March 9, 2012, said gaps and overlaps are shown on the survey dated June 15, 2012, made by Midland Surveying.





## **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 the title according to the state law where the 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.



*First American Title*

#### **Privacy Information**

##### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

##### **Applicability**

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

##### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

##### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

##### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

##### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

##### **Information Obtained Through Our Web Site**

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

##### **Business Relationships**

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

##### **Cookies**

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

##### **Fair Information Values**

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

***The following notice applies only to commitments wherein the property is located in the State of Missouri or the Closing of the proposed transactions takes place in the State of Missouri.***

**NOTICE REGARDING SENATE BILL 66**

Senate Bill 66, which became effective January 1, 2008, requires the issuance of Closing Protection Letters (CPL's), one to the Seller and one to the Buyer/Lender, in every residential transaction where First American Title Company, Inc. is involved in the closing of the transaction. According to the statute, the CPL is defined as a letter which shall "indemnify a buyer, lender or seller solely against losses not to exceed the amount of the settlement funds only because of the following acts of the title insurer's named issuing agency or title agent: (a) Acts of theft of settlement funds or fraud with regard to settlement funds; and (b) Failure to comply with written closing instructions by the proposed insured when agreed to by the title agency or title agent relating to title insurance coverage." Each letter has a fee of \$25.00. You may waive this protection, but must do so in writing using a form acceptable to First American Title Insurance Company.



# LAND AUCTION

**NORTHWEST MISSOURI**

Atchison County

**Attention  
Farmers &  
Investors**



**SCHRADER**  
*Real Estate and Auction Company, Inc.*

**805<sup>±</sup>  
Acres**

Offered in 5 Tracts

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**TUESDAY, AUGUST 14<sup>TH</sup> • 9AM**



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**SCHRADER REAL ESTATE & AUCTION CO., INC.**

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

260-244-7606 or 800-451-2709