

Northwest Missouri • Holt County



**379[±]
Acres**
Offered in 5 Tracts

LAND AUCTION

Tillable Productive Cropland • Between Rock Port & Mound City, MO



INFORMATION BOOKLET

 **SCHRADER** 800.451.2709
Real Estate and Auction Company, Inc. www.schraderauction.com

LUND
COMPANY

TUESDAY, NOVEMBER

Held at the Velma Houts Fair Building - Rockport, MO

13th
At 10AM

DISCLAIMER

All information contained is believed to be accurate and from accurate resources. However, buyers are encouraged to do thier own due diligence. Schrader Auction Company and the Lund Company assume 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



THE LUND COMPANY
120 Regency Parkway, Ste. 116, Omaha, NE 68114
402.548.4006 / 402.981.8831
www.lundco.com

Bidder # _____

BIDDER PRE-REGISTRATION FORM
PEBLEY AUCTION - HOLT COUNTY, MISSOURI
TUESDAY, NOVEMBER 13, 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 Monday, November 5, 2012.

BIDDER INFORMATION

Name _____

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: _____



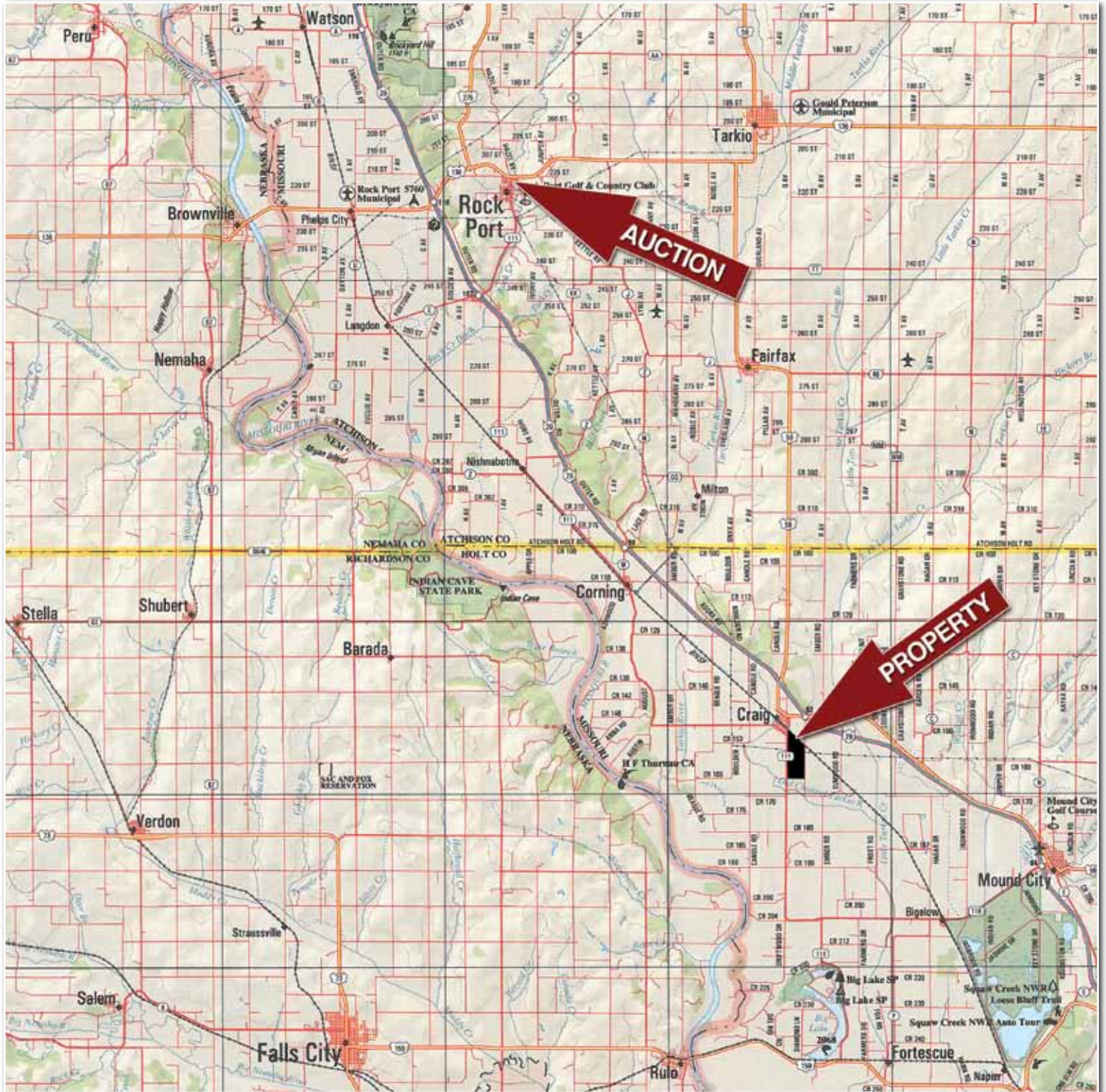
INSPECTION DATES:

Wednesday, October 10th • 4-6 pm

Monday, November 12th • 9-11am

Meet an Auction Representative at Tract 1 For More Information.

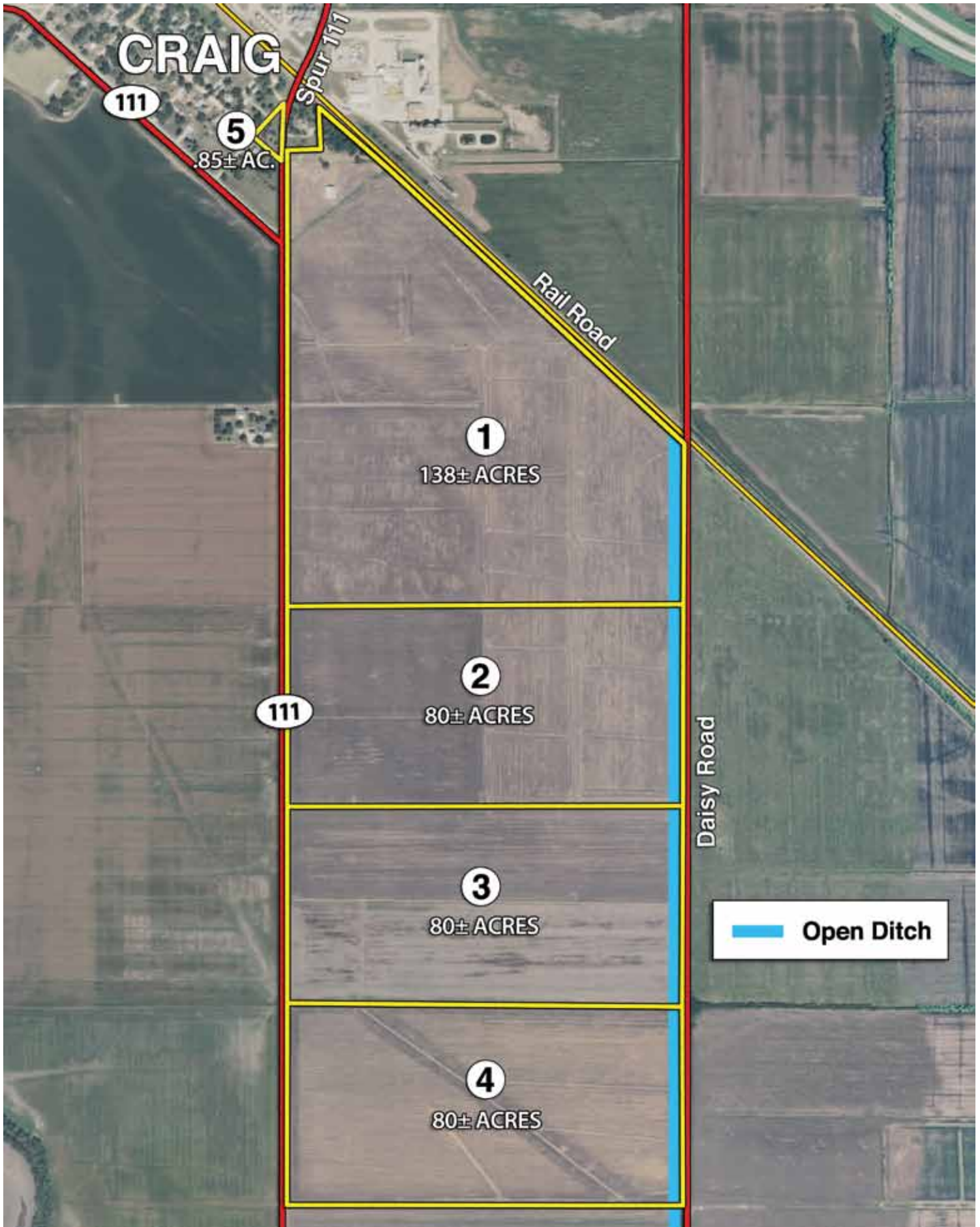
OVERALL LOCATION MAP



PROPERTY LOCATION: From Interstate 29 take exit 92. Travel on Highway 59 south towards Craig approximately .5 mile to State Route 111 (Craig Street.) Travel south .6 mile to the property on the east side of State Route 111.

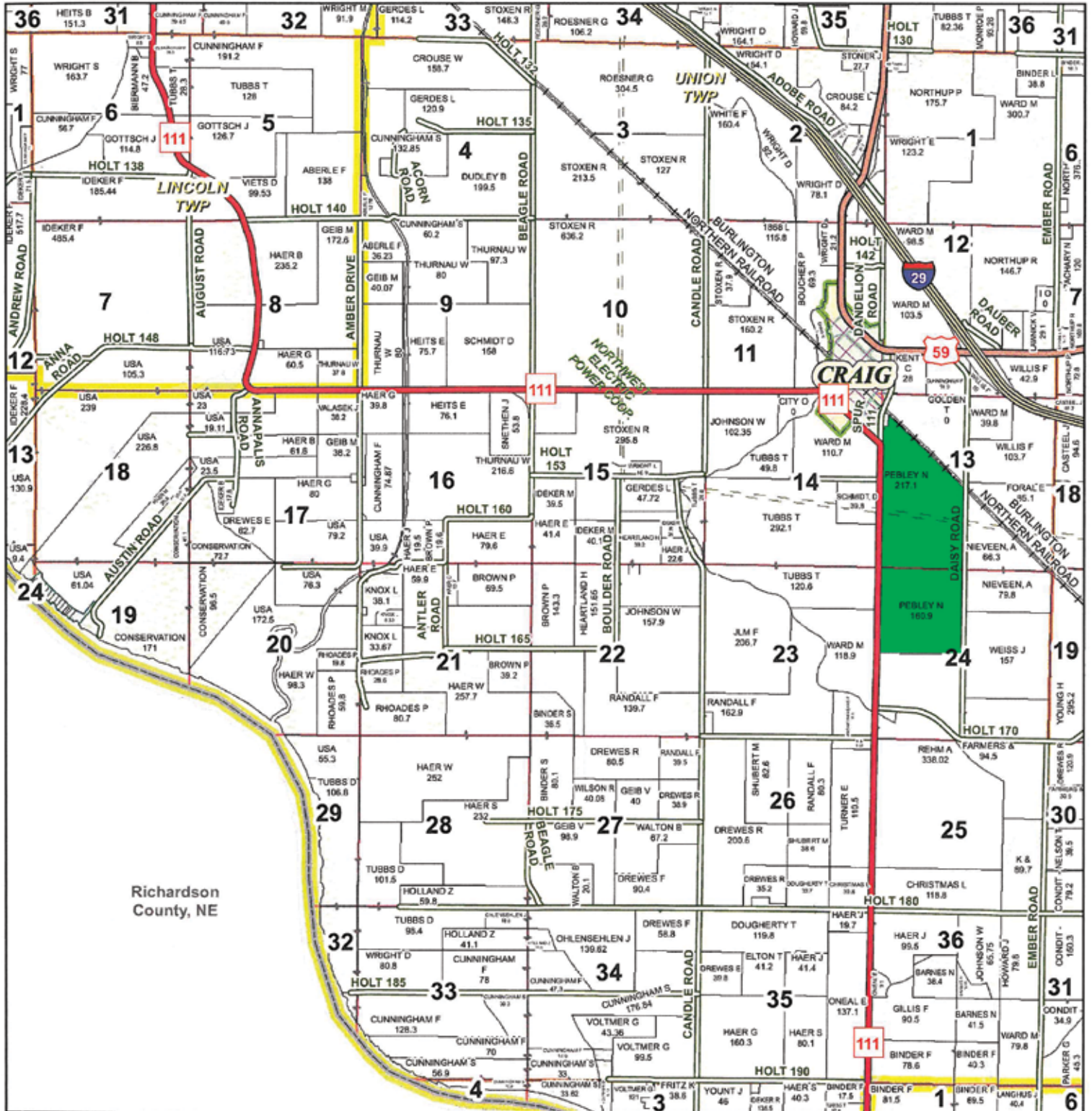
AUCTION LOCATION: Velma Houts Fair Building, 201 Highway 136 East, Rock Port, Mo. 64482. From Interstate 29 take exit 110 and travel east on Highway 136 for 2.5 miles to the Velma Houts Fair Building in Rock Port.

TRACT MAP



PLAT MAP

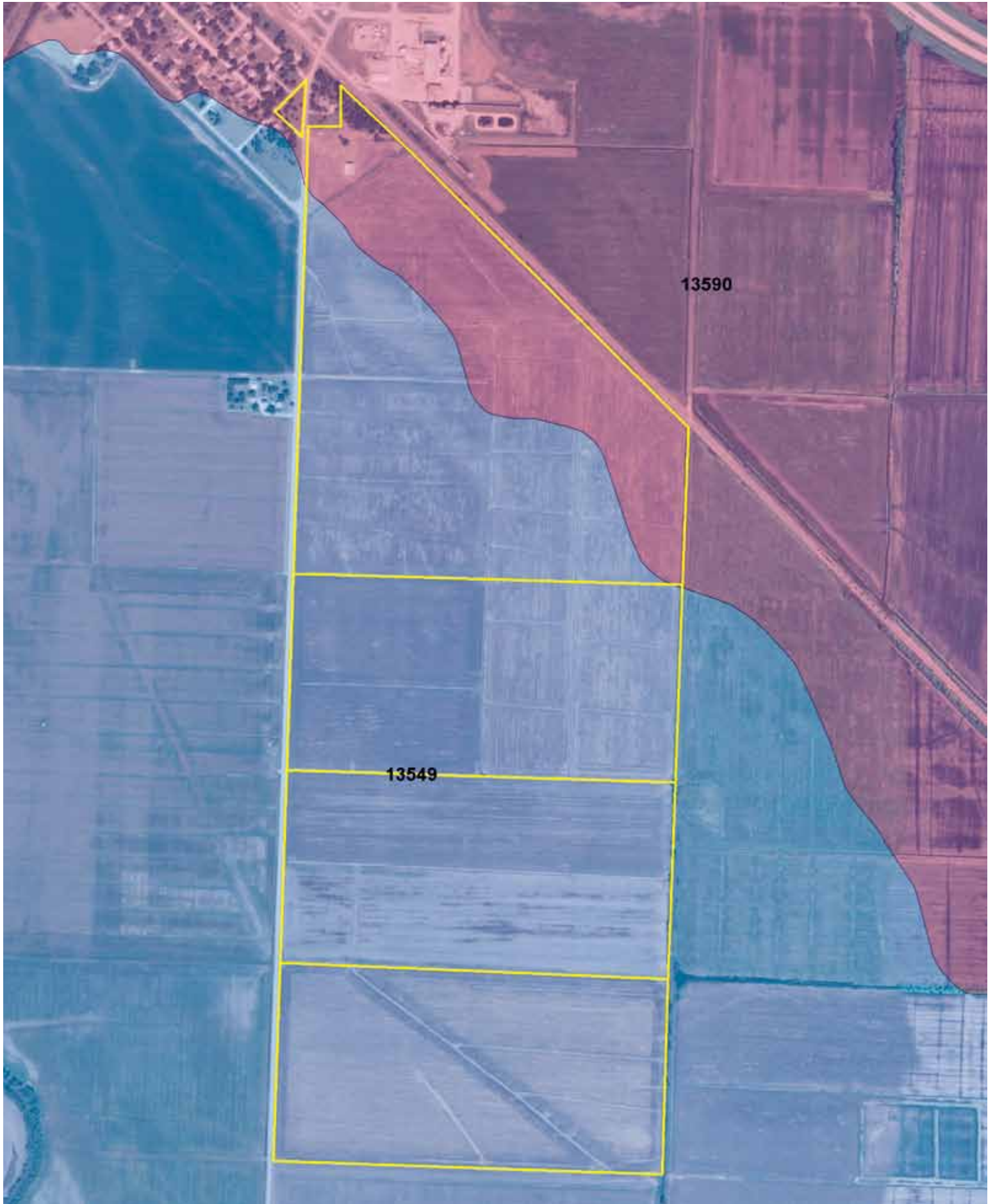
T62N-R40W



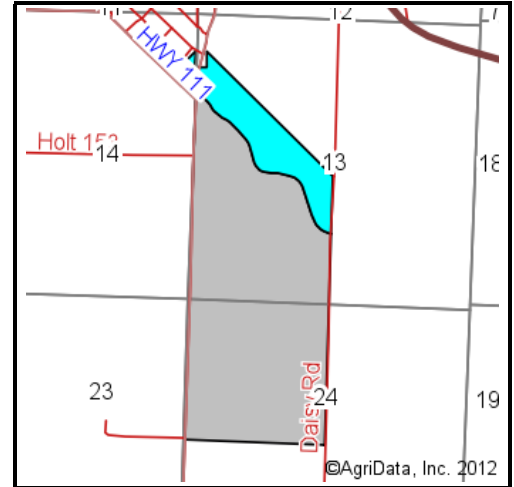
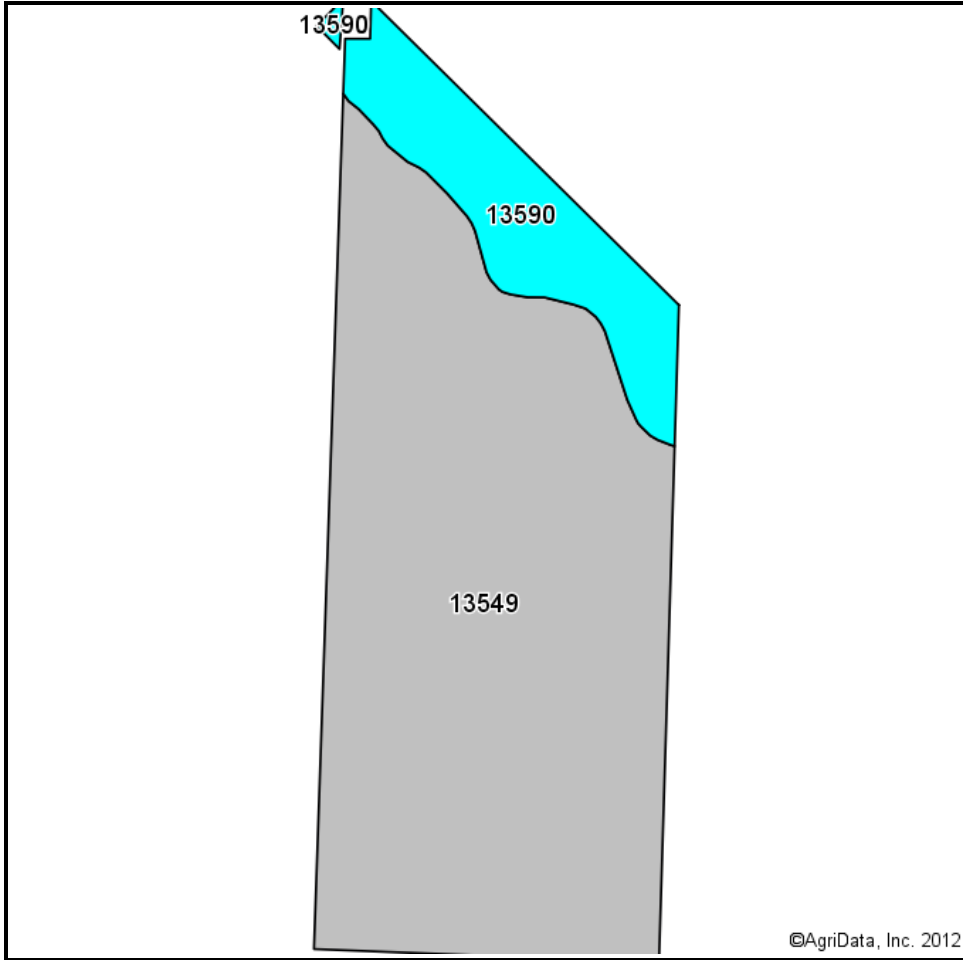


The Farm has 1.3± Miles of Frontage Along St. Rte. 111

SOIL MAP



SURETY SOIL MAP



State: **Missouri**
 County: **Holt**
 Location: **13-62N-40W**
 Township: **Union**
 Acres: **378.8**
 Date: **9/24/2012**



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	Common bermudagrass	Orchardgrass red clover	Tall fescue	Warm season grasses
13549	Luton clay, 0 to 2 percent slopes, rarely flooded	321.7	84.9%		IVw	8	7	8	9
13590	Wabash silty clay, 0 to 2 percent slopes, rarely flooded	57.1	15.1%		IIIw	8	7	8	9
Weighted Average						8	7	8	9



FSA INFORMATION

Missouri
Holt
Report ID: FSA-156EZ

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

FARM: 2734
Prepared: 9/20/12 10:26 AM
Crop Year: 2013
Page: 1 of 2

Farm Identifier
G3 (T2645) G4 (T481) Recon Number

Farms Associated with Operator:
994, 1162, 1163, 2409, 2673, 2941, 3383, 3502, 3919, 3921

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
380.0	369.3	369.3	0.0	0.0	0.0	0.0	Active	2
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			FAV/WR History	ACRE Election
0.0	0.0	369.3	0.0	0.0			N	None

Crop	Base Acreage	Direct Yield	CC Yield	CCC-505 CRP Reduction
WHEAT	19.2	36	28	0.0
CORN	161.8	85	116	0.0
SOYBEANS	143.4	27	33	0.0
Total Base Acres:	324.4			

Tract Number: 481 Description: G4 S24-62-40 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
160.0	159.4	159.4	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP		
0.0	0.0	159.4	0.0	0.0		

Crop	Base Acreage	Direct Yield	CC Yield	CCC-505 CRP Reduction
WHEAT	8.3	36	28	0.0
CORN	69.8	85	116	0.0
SOYBEANS	61.8	27	33	0.0
Total Base Acres:	139.9			

Owners: NANCY L PEBLEY
Other Producers: None

KATHERINE J O'NEAL

FSA INFORMATION

Missouri
Holt
Report ID: FSA-156EZ

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

FARM: 2734
Prepared: 9/20/12 10:26 AM
Crop Year: 2013
Page: 2 of 2

Tract Number: 2645 Description: G3 S13-62-40

FAV/WR
History

BIA Range Unit Number:

N

HEL Status: Classified as not HEL

Wetland Status: Tract contains a wetland or farmed wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
220.0	209.9	209.9	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP		
0.0	0.0	209.9	0.0	0.0		

Crop	Base Acreage	Direct Yield	CC Yield	CCC-505 CRP Reduction
WHEAT	10.9	36	28	0.0
CORN	92.0	85	116	0.0
SOYBEANS	81.6	27	33	0.0
Total Base Acres:	184.5			

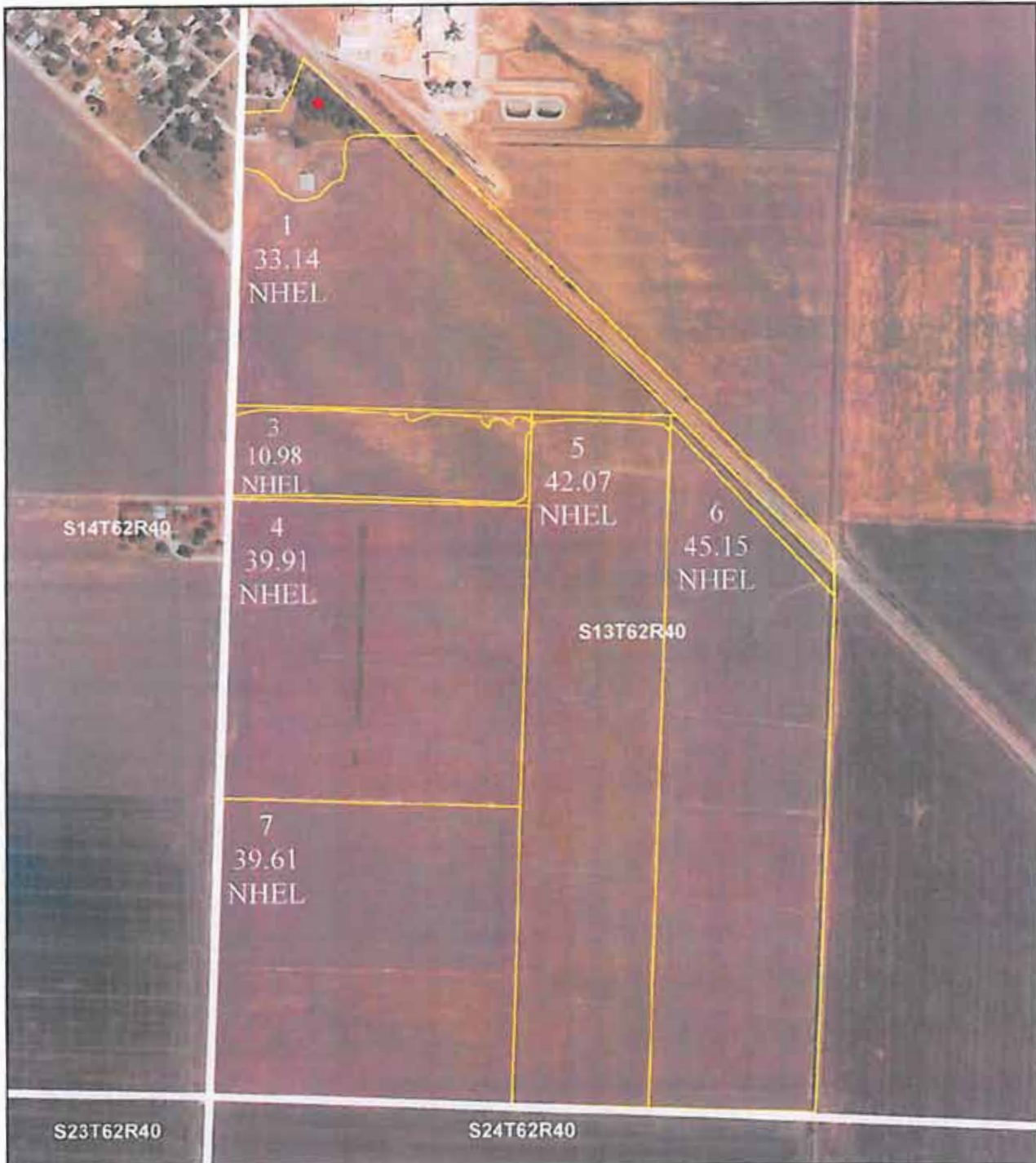
Owners: NANCY L PEBLEY

KATHERINE J O'NEAL

Other Producers: None

FSA INFORMATION

HOLT, MO



F2734 T2645

1 inch equals 637 feet

Prepared by FSA

Date: March 08, 2012

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 NR

FSA INFORMATION

HOLT, MO



F2734 T481

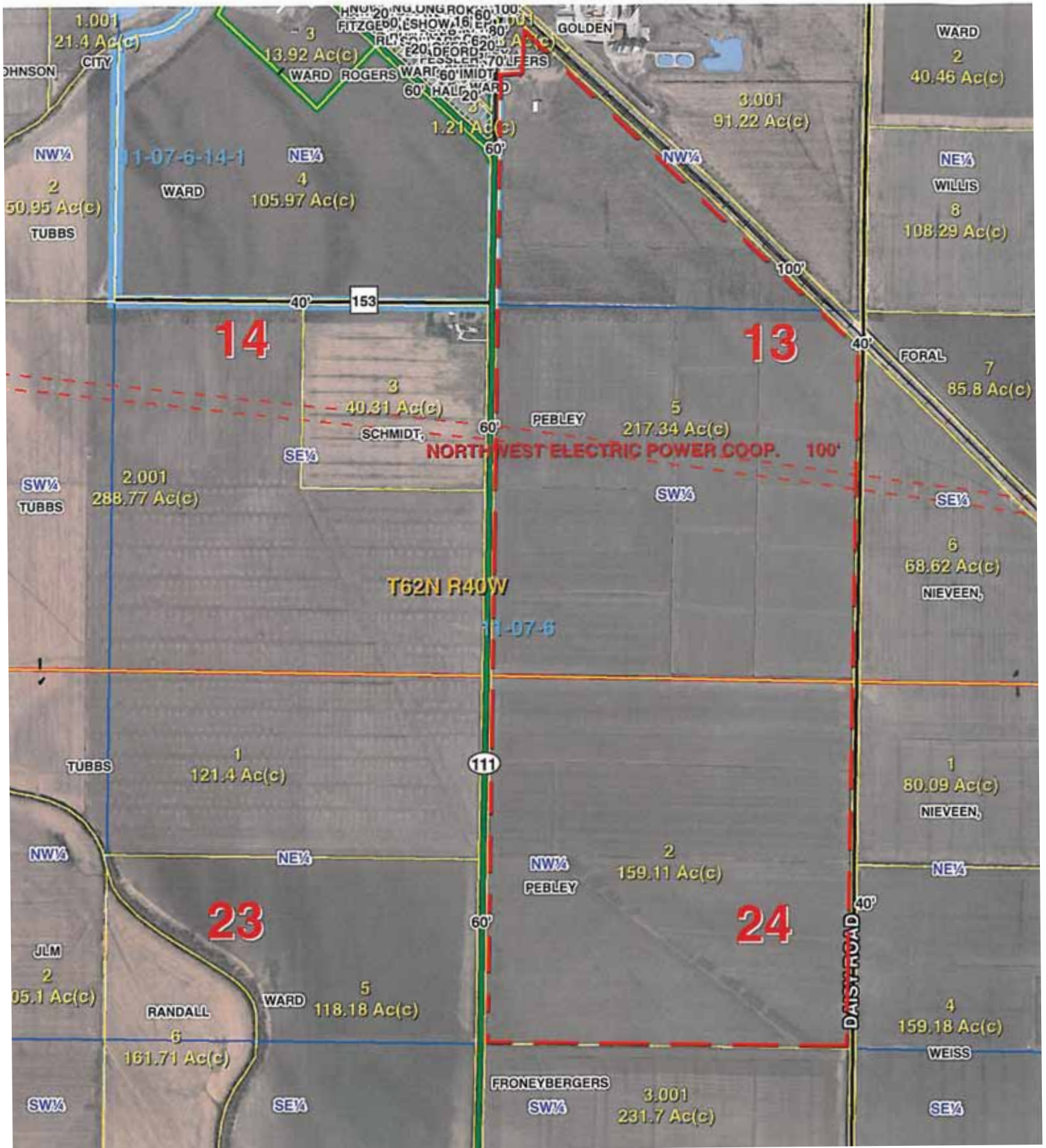
1 inch equals 424 feet

Prepared by FSA

Date: March 08, 2012

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 NR(

TAX INFORMATION



TAX INFORMATION



PROPERTY NUMBER	TAX CODE	YEAR	ASSESSED VALUE
07-6-13-00-00-05.000	R342	2011	RES 0 COM 0 AG 12,128 TOTAL 12,128
ACRES		217.10	
TAX RATE		6.79610	

PROPERTY DESCRIPTION
13-62-40 W½, LYING S OF RR R/W, EXC CO RD & HWY R/W

PEBLEY, NANCY L; ONEAL, KATHERINE JO
306 COBBLESTONE DR
COLORADO SPRINGS, CO 80906

HOLT COUNTY, MO
REAL ESTATE

TAX STATEMENT
REC NO: 2011000895

AMOUNT TO PAY IF PAID IN
2012

JAN 1,898.68	JUL 2,064.14
FEB 1,926.21	AUG 2,091.67
MAR 1,954.02	SEP 2,119.20
APR 1,981.54	OCT 2,129.09
MAY 2,009.07	NOV 2,138.98
JUN 2,036.61	DEC 2,148.87

PAID
DEC 13 2011
Donna Cotton
COUNTY COLLECTOR

MAKE PAYABLE AND REMIT TO:
DONNA COTTON
HOLT COUNTY COLLECTOR
PO BOX 572
OREGON, MO 64473

**NON-CLEARANCE OF CHECK VOIDS RECEIPT.

	TAX AMOUNT
CRAIG SCHOOL DISTRICT	\$584.34
AMBULANCE	\$36.17
NORTHERN FIRE	\$54.92
STATE	\$3.64
COUNTY	\$40.08
JOHNSON GRASS	\$4.78
SOUTH UNION ROAD & BRIDGE	\$52.04
SOUTH UNION ADDED ROAD &	\$42.30
SENIOR CITIZEN FUND	\$5.97
BIG TARKIO DRAINAGE	\$924.50

TOTAL TAX \$1,748.74

INTRS _____
PNLTY _____
FEES _____

TOTAL DUE _____

Original



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Office Copy

QUESTIONS ABOUT ASSESSMENTS AND CHANGE OF ADDRESS CONTACT THE COUNTY ASSESSOR

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RETURN THIS ENTIRE STATEMENT

DUE 12/31/2011 Statement

**FAILURE TO RECEIVE A TAX BILL DOES NOT RELIEVE THE TAXPAYER OF OBLIGATION TO PAY TAX.

TAX INFORMATION



PROPERTY NUMBER	TAX CODE	YEAR	ASSESSED VALUE
07-6-24-00-00-02.000	R342	2011	RES 0
			COM 0
	ACRES 160.90		AG 7,419
	TAX RATE 6.79610		TOTAL 7,419

PROPERTY DESCRIPTION
24-62-40 NW1/4

HOLT COUNTY, MO
REAL ESTATE

TAX STATEMENT
REC NO: 2011000975

TAX AMOUNT	
CRAIG SCHOOL DISTRICT	\$357.45
AMBULANCE	\$22.12
NORTHERN FIRE	\$33.59
STATE	\$2.23
COUNTY	\$24.52
JOHNSON GRASS	\$2.92
SOUTH UNION ROAD & BRIDGE	\$31.83
SOUTH UNION ADDED ROAD &	\$25.88
SENIOR CITIZEN FUND	\$3.65
BIG TARKIO DRAINAGE	\$684.26

AMOUNT TO PAY IF PAID IN
2012

JAN 1,289.75	JUL 1,398.69
FEB 1,307.88	AUG 1,416.80
MAR 1,326.25	SEP 1,434.90
APR 1,344.35	OCT 1,442.23
MAY 1,362.46	NOV 1,449.55
JUN 1,380.58	DEC 1,456.87

TOTAL TAX \$1,188.45

INTRS _____
PNLTY _____
FEES _____

TOTAL DUE _____

PEBLEY, NANCY L; ONEAL, KATHERINE JO
306 COBBLESTONE DR
COLORADO SPRINGS, CO 80906

PAID
DEC 14 2011
COUNTY COLLECTOR
MAKE PAYABLE AND REMIT TO:
DONNA COTTON
HOLT COUNTY COLLECTOR
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OREGON, MO 64473

****NON-CLEARANCE OF CHECK VOIDS RECEIPT.**

Original



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DUE 12/31/2011 Statement



TRACT 4

PRELIMINARY TITLE

ALTA Plain Language Commitment (2006)

Commitment No.: **1281235**
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.**

PRELIMINARY TITLE

ALTA Plain Language Commitment (2006)

Commitment No.: **1281235**
Page Number: **2**



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.

PRELIMINARY TITLE

SCHEDULE A

Commitment Amendment:

1. Commitment Date: September 19, 2012 at 7:30 A.M.
2. Policy or Policies to be issued: Amount

(A) **ALTA Owner's Policy** \$TBD
Proposed Insured:
To Be Determined
3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by

Nancy L. Pebley and Katherine Jo O'Neal
4. The land referred to in this Commitment is described as follows:

TRACT 1:

THE WEST HALF OF THE NORTHWEST QUARTER AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION THIRTEEN (13), TOWNSHIP SIXTY-TWO (62) NORTH, RANGE FORTY (40) WEST OF THE 5TH P.M., HOLT COUNTY, MISSOURI, EXCEPT THAT PART CONVEYED TO LOUIS C. FELUMB AND MARY MILDRED FELUMB, HUSBAND AND WIFE RECORDED IN BOOK 230 AT PAGE 107; EXCEPT THAT PART CONVEYED TO GOLDEN TRIANGLE ENERGY COOPERATIVE, INC. IN BOOK 329 AT PAGE 547 AND EXCEPT THAT CONVEYED TO LARRY HELFERS AND CLARISSA HELFERS, HUSBAND AND WIFE IN BOOK 347 AT PAGE 914 AND IN BOOK 348 AT PAGE 1 OF THE OFFICAL RECORDS AND EXCEPT THAT PART CONVEYED TO STATE OF MISSOURI HIGHWAY IN BOOK 212 AT PAGE 413 OF THE OFFICAL RECORDS AND EXCEPT THE RAILROAD RIGHT OF WAY.

ALSO,

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION THIRTEEN (13), TOWNSHIP SIXTY-TWO (62) NORTH, RANGE FORTY (40), OF THE 5TH P.M., HOLT COUNTY, MISSOURI.

TRACT 2:

ALL OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION THIRTEEN (13), OF TOWNSHIP SIXTY-TWO (62) NORTH, OF RANGE FORTY (40), WEST OF THE FIFTH P.M., HOLT COUNTY, MISSOURI.

TRACT 3:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION TWENTY-FOUR (24), TOWNSHIP SIXTY-TWO (62) NORTH, RANGE FORTY (40) WEST OF THE 5TH P.M., HOLT COUNTY, MISSOURI.

TRACT 4:

PRELIMINARY TITLE

ALTA Plain Language Commitment (2006)

Commitment No.: **1281235**

Page Number: **4**

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION TWENTY-FOUR (24), TOWNSHIP SIXTY-TWO (62) NORTH, RANGE FORTY (40) WEST OF THE 5TH P.M., HOLT COUNTY, MISSOURI.

TRACT 5:

ALL OF BLOCK THREE (3), WARD AND PRICE ADDITION, AN ADDITION TO THE ORIGINAL TOWN OF CRAIG, HOLT COUNTY, MISSOURI.

PRELIMINARY TITLE

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) Obtain and submit to the Company for recording a Warranty Deed from Nancy L. Pebley and Katherine Jo O'Neal and spouses, if any to To Be Determined.

NOTE: The Warranty Deed should contain the following recital: "Franklin Jardine Pebley a/k/a Franklin J. Pebley a/k/a Frank J. Pebley died July 11, 2000 and at the time of his death he was the husband of Nancy L. Pebley and their marriage was never interrupted by divorce."

- (F) 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.
- (G) Provide this Company with a properly completed and executed Owner's Affidavit.
- (H) 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;

PRELIMINARY TITLE

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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

PRELIMINARY TITLE

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 \$1,748.74 are PAID.

Parcel Number 07-6-13-00-00-05.000 (TRACTS 1 & 2)
(Prior City Number NA)
Alt. No. NA
Cama No. NA

NOTE: General, state, county and city taxes for the year 2011 in the amount of \$1,188.45 are PAID.

Parcel Number 07-6-24-00-00-02.000 (TRACTS 3 & 4)
(Prior City Number NA)
Alt. No. NA
Cama No. NA

NOTE: General, state, county and city taxes for the year 2011 in the amount of \$45.55 are PAID.

Parcel Number 07-6-14-01-07-01.000 (TRACT 5)
(Prior City Number NA)
Alt. No. NA
Cama No. NA

7. Terms and provisions of the oil and gas lease executed between Charles M. Pebley and Lucy Margaret Pebley, husband and wife and Franck C. Pebley and Sarah Alta Pebley, husband and wife, lessor, and Kay W. Thorsen, lessee, dated February 26, 1941, filed May 1, 1941, recorded Book 189 at Page 258, together with all subsequent assignments and conveyances. (PART OF TRACT 1)

PRELIMINARY TITLE

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8. A permanent easement for construction and maintenance of a side road or street approach and connection to East Street in Craig, Missouri as filed in Book 212 at Page 413 of the Official Records. (TRACT 1)
9. Terms and conditions of right of way contract granted to Michigan Wisconsin Pipe Line Company as filed in Book 229 at Page 59 of the Official Records. (PART TRACT 2)
10. Terms and conditions of right of way contract granted to Michigan Wisconsin Pipe Line Company as filed in Book 229 at Page 75 of the Official Records. (PART TRACT 1)
11. Terms and conditions of right of way contract granted to Michigan Wisconsin Pipe Line Company as filed in Book 229 at Page 58 of the Official Records. (TRACTS 3 & 4)
12. An easement for electrical supply line with the right of ingress and egress in favor of St. Joseph Light & Power Company in the document recorded September 13, 1968 as Book 241 at Page 115 of Official Records. (W 1/2 OF SECTION 13, EXCEPT SW 1/4 SW 1/4)
13. An easement for right of way in favor United Telephone Company of Missouri, Inc. in the document recorded October 31, 1972 as Book 245 at Page 389 of Official Records. (PART OF TRACTS 1 & 2)
14. An easement for right of way in favor of N.W. Electric Power Cooperative, Inc. in the document recorded November 2, 2011 as Book 401 at Page 736 of Official Records. (PART OF TRACTS 1 & 2)
15. Rights of the Public, State of Missouri, County of Holt in and to that part of the premises in question, if any, taken or used for Highway 111 and Daisy Road. (ALL TRACTS)

NOTE: THERE IS A TRANSFER ON DEATH/BENEFICIARY DEED FILED July 8, 1999 in Book 329 at Page 560, Grantors: Nancy L. Pebley and Franklin J. Pebley, wife and husband to Katherine Jo O'Neal, (daughter), an undivided one-half interest. UPON FILING OF THE DEED TO BUYER, SAID TRANSFER ON DEATH/BENEFICIARY DEED WILL BE OF NO FORCE AND EFFECT. (TRACTS 3 & 4)

NOTE: THERE IS A TRANSFER ON DEATH/BENEFICIARY DEED FILED June 17th, 1996 in Book 317 at Page 489, Grantors: Nancy L. Pebley and Franklin Jardine Pebley, (a/k/a Franklin J. Pebley and Frank J. Pebley), her husband to Katherine Jo O'Neal, (daughter) an undivided one half interest.. UPON FILING OF THE DEED TO BUYER, SAID TRANSFER ON DEATH/BENEFICIARY DEED WILL BE OF NO FORCE AND EFFECT. (TRACTS 1, 2 & 5)

PRELIMINARY TITLE

ALTA Plain Language Commitment (2006)

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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 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.

PRELIMINARY TITLE

ALTA Plain Language Commitment (2006)

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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 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.

PRELIMINARY TITLE

ALTA Plain Language Commitment (2006)

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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.

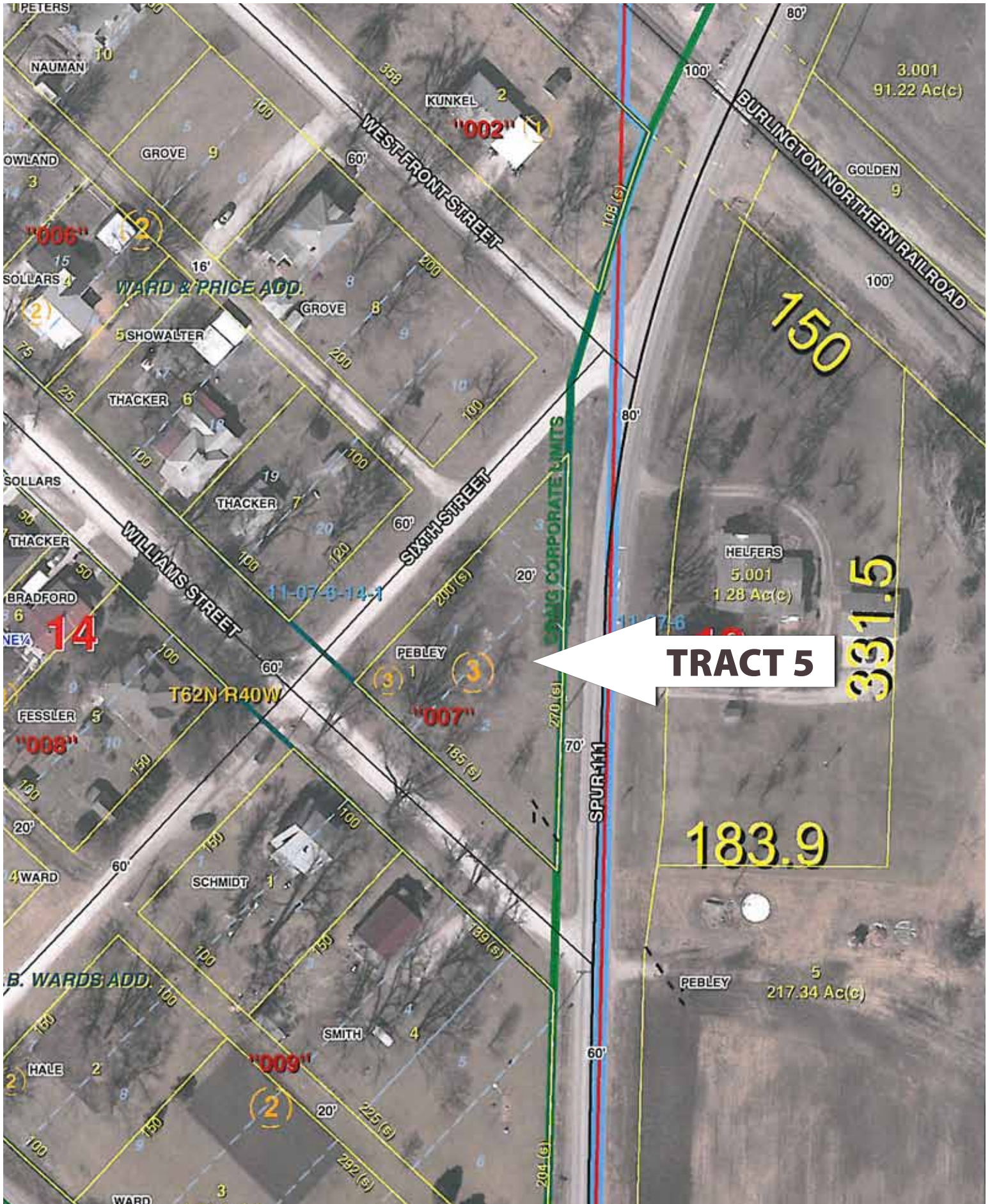
NOTICE REGARDING SENATE BILL 66

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.

TRACT 5 - LOT



TAX INFORMATION - TRACT 5



TAX INFORMATION - TRACT 5



PROPERTY NUMBER	TAX CODE	YEAR	ASSESSED VALUE
07-6-14-01-07-01.000	R3CR	2011	492
	ACRES	0.85	COM 0
	TAX RATE	9.25670	AG 0
			TOTAL 492

PROPERTY DESCRIPTION
14-62-40 ALL BLK 3; WARD PRICE ADD--CRAIG

HOLT COUNTY, MO
REAL ESTATE

TAX STATEMENT
REC NO: 2011000947

TAX AMOUNT	
CRAIG SCHOOL DISTRICT	\$23.71
AMBULANCE	\$1.47
NORTHERN FIRE	\$2.23
STATE	\$0.15
COUNTY	\$1.63
JOHNSON GRASS	\$0.19
COMMON ROAD & BRIDGE	\$2.11
SENIOR CITIZEN FUND	\$0.24
CITY OF CRAIG	\$13.82

PAID

DEC 19 2011

Donna Cotton
COUNTY COLLECTOR HOLT COUNTY

PEBLEY, NANCY L; ONEAL, KATHERINE JO
306 COBBLESTONE DR
COLORADO SPRINGS, CO 80906

AMOUNT TO PAY IF PAID IN
2012

JAN	49.71	JUL	55.83
FEB	50.69	AUG	56.81
MAR	51.93	SEP	57.78
APR	52.90	OCT	57.78
MAY	53.89	NOV	57.78
JUN	54.86	DEC	57.78

TOTAL TAX \$45.55

INTRS _____
PNLTY _____
FEES _____

TOTAL DUE _____

MAKE PAYABLE AND REMIT TO:
DONNA COTTON
HOLT COUNTY COLLECTOR
PO BOX 572
OREGON, MO 64473

**NON-CLEARANCE OF CHECK VOIDS RECEIPT.

Original



PROPERTY NUMBER	TAX CODE	YEAR	ASSESSED VALUE
07-6-14-01-07-01.000	R3CR	2011	492
	ACRES	0.85	COM 0
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HOLT COUNTY COLLECTOR
PO BOX 572
OREGON, MO 64473

PEBLEY, NANCY L; ONEAL, KATHERINE JO
306 COBBLESTONE DR
COLORADO SPRINGS, CO 80906

Office Copy

QUESTIONS ABOUT ASSESSMENTS AND CHANGE OF ADDRESS CONTACT THE COUNTY ASSESSOR

PROPERTY NUMBER	TAX CODE	YEAR	ASSESSED VALUE
07-6-14-01-07-01.000	R3CR	2011	492
	ACRES	0.85	COM 0
	TAX RATE	9.25670	AG 0
			TOTAL 492

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INTRS _____
PNLTY _____
FEES _____

TOTAL DUE _____

MAKE PAYABLE AND REMIT TO:
DONNA COTTON
HOLT COUNTY COLLECTOR
PO BOX 572
OREGON, MO 64473

PEBLEY, NANCY L; ONEAL, KATHERINE JO
306 COBBLESTONE DR
COLORADO SPRINGS, CO 80906

RETURN THIS ENTIRE STATEMENT

DUE 12/31/2011 Statement

**FAILURE TO RECEIVE A TAX BILL DOES NOT RELIEVE THE TAXPAYER OF OBLIGATION TO PAY TAX.

AUCTION

379± ACRES
IN 5 TRACTS

TRACT
1
138± ACRES

TUES. NOV. 13 – 10AM

HELD AT THE VELMA HOUTS FAIR BLDG.



SCHRADER

www.schraderauction.com

800-451-2709



950 North Liberty Drive, Columbia City, IN 46725
800.451.2709 / 260.244.7606
www.schraderauction.com



120 Regency Parkway, Ste. 116, Omaha, NE 68114
402.548.4006 / 402.981.8831
www.lundco.com