## View/Print Label

- Print the label: Select Print from the File menu in this browser window to print the label below.
- 2. Fold the printed label at the dotted line. Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.
- 3. GETTING YOUR SHIPMENT TO UPS

## Customers without a Daily Pickup

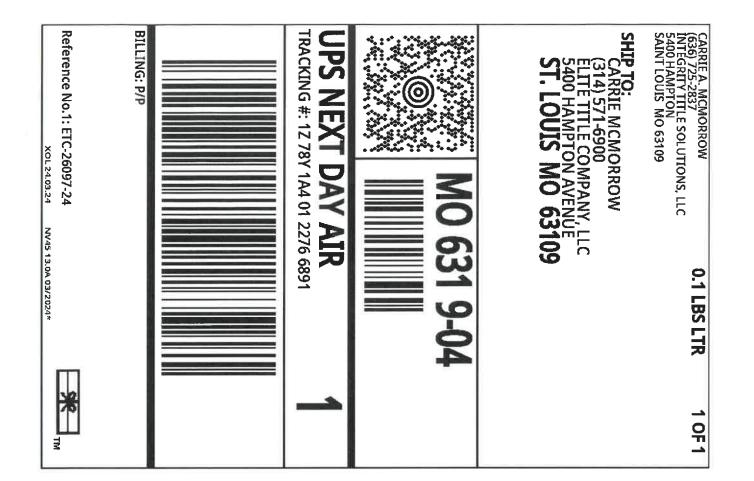
- Take this package to any location of The UPS Store®, UPS Drop Box, UPS Customer Center, UPS
   Alliances (Office Depot® or Staples®) or Authorized Shipping Outlet near you or visit
- www.ups.com/content/us/en/index.jsz and select Drop Off.

  Air shipments (including Worldwide Express and Expedited) can be picked up or dropped off. To schedule a pickup, or to find a drop-off location, select the Pickup or Drop-off icon from the UPS schedule a pickup, or to find a drop-off location, select the Pickup or Drop-off icon from the UPS

## Customers with a Daily Pickup

Your driver will pickup your shipment(s) as usual.

FOLD HERE



Elite Title Company, LLC ALTA Universal ID: 5400 Hampton Avenue St. Louis, MO 63109



File No./Escrow No.:

ETC-26097-24

Print Date & Time:

March 28, 2024 11:26 am

Officer/Escrow Officer: Settlement Location:

Carrie McMorrow

5400 Hampton Avenue

Property Address:

St. Louis, MO 63109

502 South 2nd Street

De Soto, MO 63020

Buyer:

De Soto Ventures LLC 5406 Crossing Dr

Ste 102 #369 Rocklin, CA 95677

Seller:

Haley Agers and Ian W Hayes

10346 Pear Rd Sullivan, MO 63080

Lender:

Settlement Date:

March 29, 2024

Disbursement Date:

March 29, 2024

Description	Buyer		
	Debit	Credit	
Financial			
Sale Price of Property	13,500.00		
Deposit		1,000.00	
Prorations/Adjustments			
Buyer Paid Closing Cost	320.00		
County Taxes 01/01/24-03/30/24		259.41	
Title Charges and Escrow/Settlement Charges			
Closing Protection Letter to Agents National Title Insurance Company	25.00		
Recording Service/Handling Fee to Elite Title Company, LLC	30.00		
Settlement/Closing Fee to Elite Title Company, LLC	295.00		
Title Service Charge to Elite Title Company, LLC	595.38		
Wire Fraud Service Fee to Elite Title Company, LLC	25.00		

Description	Buyer		
Description	Debit	Credit	
Title Charges and Escrow/Settlement Charges (continued)			
Wire/Delivery Service and Handling Fee to Elite Title Company, LLC	35.00		
Owner's Title Insurance to Elite Title Company, LLC Coverage: \$13,500.00 Premium: \$18.90 Version: ALTA Owners Policy (07/01/21)	18.90		
Government Recording and Transfer Charges			
Recording Fees to Jefferson County Recorder	57.00		
Miscellaneous			
e-Recording Fee to Simplifile	5.00		
Admin Fee to Legacy Property Buyers LLC	300.00		
Agreement per Section 4 of Assignment to Legacy Property Buyers LLC	500.00		
Assignment Fee to Legacy Property Buyers LLC	10,400.00		
Mobile Notary Fee to Signing Carolina	150.00		
Search Fee to Accurate Title Co \$179.00 paid by Legacy Property Buyers LLC on behalf of Buyer	0.00		
	Debit	Credit	
Subtotals	26,256.28	1,259.41	
Due from Buyer		24,996.87	
Totals	26,256.28	26,256.28	

## Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Elite Title Company, LLC to cause the funds to be disbursed in accordance with this statement.

statement.		
Buyer		
De Soto Ventures LLC		
BY: Robert Yeager, Jr. Member	製	

Elite Title Company, LLC	
BY:	
Carrie McMorrow	
Escrow Closer	

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment

Condition 5.e.:

**Issuing Agent:** 

Elite Title Company, LLC

Issuing Office:

5400 Hampton Avenue, St. Louis, MO 63109

Issuing Office's ALTA® Registry ID:

Loan ID No.:

Commitment No.:

ETC-26097-24

Issuing Office File No.: ETC-26097-24

Property Address:

502 South 2nd Street, De Soto, MO 63020

SCHEDULE A

Commitment Date: March 7, 2024 at 08:01 AM

2. Policy to be issued:

a. ALTA Owners Policy (07/01/21)

Proposed Insured: De Soto Ventures LLC Proposed Amount of Insurance: \$13,500,00 The estate or interest to be insured: Fee Simple

The estate or interest in the Land at the Commitment Date is:

Fee Simple.

4. The Title is, at the Commitment Date, vested in:

Ian W. Haves

The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

Christina Kelly

Elite Title Company, LLC 5400 Hampton Avenue, St. Louis, MO 63109

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### SCHEDULE B. PART I - REQUIREMENTS

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - General Warranty Deed from Ian W. Hayes to De Soto Ventures LLC. a.
- 5. Pay the delinquent real estate taxes for the year 2023.
- Release the Deed of Trust and Security Agreement executed by Ian W. Hayes, a single person, to Rosalie C. Buchanan-Bloecher Trustee for Economic Development Corporation of Jefferson County, dated 6. 02/20/2019 and recorded 02/20/19 as Document No. 20 9R-005219 in the amount of \$5,000.00.
- With regard to De Soto Ventures LLC, a Limited Liability Company, any instrument to be executed by the 7. LLC must be executed in the company's name and be signed by all of the members, in addition, the following is required:
  - (a) a copy of the filed stamped and dated articles of organization and any amendments thereto
  - (b) a copy of the Certificate of Organization
  - (c) a copy of the Operating Agreement and any amendments thereto
  - (d) proof that said LLC is in good standing in the State of Missouri
- 8. If the property to be insured is new construction, the following requirements must be met prior to closing pursuant to RSMO 429.016.3.
  - a. Notice of Intended Sale must be recorded a minimum of 45 days prior to the Proposed Sale Date in the Notice of Intended Sale
  - All Notices of Rights must be recorded prior to five days before the Proposed Sale Date on the Notice of Intended Sale.
  - c. A Final Unconditional Lien Waiver must be obtained for all Notices of Rights recorded.
- 9. Pay any unpaid general and/or special taxes by the City of De Soto.

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## SCHEDULE B, PART I

(Continued)

- 10. NOTE: Grantors on all documents must show a marital status and any spouse of a grantor must join in the execution of all documents to be recorded.
- 11. Execution of Owner's Title Affidavit in a form satisfactory to the Company.
- 12. Execution of Survey Affidavit in lieu of survey in a form satisfactory to the Company.
- 13. Payment in full at closing of all taxes, charges, assessments, levied, assessed and currently due against the subject premises.
- 14. If any portion of the proceeds of the Deed of Trust to be insured hereunder are to be used for new construction, rehab construction, or renovation on the property described on Schedule A of this Commitment the Company must be notified and hereby reserves the right to add additional requirements and exceptions to this Commitment.
- NOTE: Closings wherein this Company will be acting as Settlement and Disbursing Agent, will require that 15. funds be placed on deposit with us in the form of either a Cashier's Check or Wired Funds prior to disbursement.
- 16. Pay any unpaid sewer assessments and/or sewer lateral fees, if any.
- 17. Pay any unpaid subdivision assessments, if any.
- 18. Real Property Information: The following information is provided as a courtesy to assist persons using this commitment. As such, this information is not warranted for use by third party users of this commitment for the purpose of determining real estate taxes due and owing at closing.

Parcel No.24-1.2-02.2-3-029-001 2023 Assessed Value:\$16,400.00

2023 Jefferson County Real Property Taxes in the amount of \$1,223.26 ARE

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LAND TITLE





## **SCHEDULE B, PART II - EXCEPTIONS**

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

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



Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

- (2.) Rights or claims of parties in possession not shown by the Public Records.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- 4.) Easements, or claims of easements, not shown by the Public Records.
  - Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
  - Taxes or special assessments which are not shown as existing liens by the Public Records.
- 8. Tenancy rights, either as month to month, or by virtue of written leases of persons in possession of any part of the subject property.

Real estate taxes or special assessments for the year(s) 2024, that are not yet due or payable.

- Judgments and/or Tax Liens (whether State or Federal) if any, against the proposed insured buyer(s).

  NOTE: This exception will be deleted on a Mortgagee's Loan Policy which insures the lien of a purchase money mortgage on the subject property.
- Building lines, easements, covenants and restrictions of record according to the plat thereof recorded in Plat Book 1 at page 30, including provisions for assessments, if any, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604, any violation of which will not work a forfeiture or reversion of title.
- Easements contained within the former right of way of W. Kelly Street vacated by Ordinance 3254. A copy of said Ordinance is recorded as Document No. 2008R-002236.

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## SCHEDULE B, PART II

(Continued)

12. Chain of title for informational purposes only:

General Warranty Deed from Joshua Warden and Anna R. Warden, husband and wife to Ian W. Hayes, a single person, dated 02/20/2019 and recorded 02/21/2019 as Document No. 2019R-004847.

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Adopted 07-30-2021 Issued by:

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LAND TITLE ASSOCIATION
The USE of

Issued by: Agents National Title Insurance Company





## **EXHIBIT A**

The Land	is	described	as	follows:
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Lots 10, 11 and 23 in Block 7 of Railroad Addition to the City of DeSoto, Missouri, according to the plat thereof recorded in Plat Book 1 page 30 of the Jefferson County Records.

FACTS	WHAT DOES <b>AGENTS NATIONAL TITLE INSURANCE</b> DO WITH YOUR PERSONAL INFORMATION?							
Why?	Your privacy is important to us. We have developed this policy to describe how we collect, use, share and protect your personal information. Please read this notice carefully to understand what we do.							
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include:  • Information we receive from you, your representatives, or other parties related to your application for insurance. This may include your social security number, name, address, financial account numbers, driver's license number, or other unique identifiers.  • Information about your transactions with us, including information related to your insurance claims  • Information from government entities, public records and other third-party sources When you are no longer a customer, we continue to share your information as described in this notice.							
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Agents National Title Insurance chooses to share; and whether you can limit this sharing.							
Reasons we can	share your personal information	Does Agents National Can you limit this shari Title Insurance share?						
such as to provide respond to your the law and industrial orders and	de our services and products to you, to requests and inquiries, to comply with stry standards, to respond to court	Yes	No					
For our marketi		No	We don't share					
To offer our prod	ducts and services to you							
	ting with other financial companies	No	We don't share					
	s' everyday business purposes - it your transactions and experiences	Yes	No					
For our affiliate	s everyday business purposes – at your creditworthiness	No	We don't share					
	s to market to you	No	We don't share					
For our nonaffil	liates to market to you	No	We don't share					
Questions	Call toll free at (866) 483-2763 or pr	rivacy@incenterms.com.						

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Page 2					
Who we are					
Who is providing this notice?	Agents National Title Insurance				
What we do					
How does Agents National Title Insurance protect my information?  To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and					
	secured files and buildings.				
How does Agents National Title Insurance collect my personal information?	We collect your personal information, for example:  When you interact with us directly or through your attorney, agent, or representative  When you make a claim against your insurance policy  When we receive it from other entities, such as government entities or public records providers.				
	We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.				
Why can't I limit all sharing?	Federal law gives you the right to limit only     Sharing for affiliates everyday business purposes – information about your creditworthiness     Affiliates from using your information to market to you     Sharing for nonaffiliates to market to you				
	State laws and individual companies may give you additional rights to limit sharing.				
Definitions					
Affiliates	Companies related by common ownership or control. They can be financial or nonfinancial companies.  • Our affiliates include financial companies such as Boston National Title Agency, LLC, companies with BNT in the name, The Closer, and Companies with Incenter in the Name.				
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.  • Agents National Title Insurance does not share with nonaffiliates so they can market to you.				
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.  • Agents National Title Insurance doesn't jointly market.				

## Other Important Information

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning

our privacy policies can be found on our website or by calling 1-(866) 483-2763.



1207 W Broadway, Suite C Columbia, MO 65203 Phone: (573)442-3351

Fax:

Website: www.AgentsTitle.com

### ALTA COMMITMENT FOR TITLE INSURANCE

#### NOTICE

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

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

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

## **COMMITMENT TO ISSUE POLICY**

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

If all of the Schedule B, Part I - Requirements have not been met within 90 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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Adopted 07-30-2021





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#### **COMMITMENT CONDITIONS**

#### 1. DEFINITIONS

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

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#### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

#### 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - comply with the Schedule B. Part I Requirements:
  - eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
  - acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- The Company is not liable for the content of the Transaction Identification Data, if any.
- The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

#### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B. Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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#### 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

#### 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

#### 9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

#### 10. CLASS ACTION

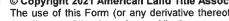
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

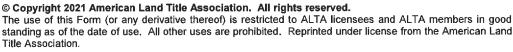
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Issued by: Agents National Title Insurance Company









## **CLOSING CERTIFICATION AGREEMENT**

Property Address:	502 South 2nd Street, De Soto, MO 63020
Closing Date:	March 29, 2024
Purchaser(s):	De Soto Ventures LLC
Seller(s):	Haley Agers and Ian W Hayes
	SERVICES
We, the undersign	ed herein acknowledge the following as conditions of the above referenced transaction:
provide title and e	he "Agreement") sets forth the terms and conditions under which Elite Title Company, LLC will scrow services, consisting primarily of issuing title insurance written on a licensed underwriter ds for disbursement as instructed.
lender or the bene no insurance cove once it issues a commitments issue a representation of arising out of this	ite Title Company, LLC's duties are to issue a policy of title insurance for the benefit of your fit of you, depending on the transaction. If your transaction is a re-finance, you understand that rage is afforded to you. You understand that Elite Title Company, LLC's duties are completed title insurance policy and your claims are limited to that policy. The title reports or title ed are not necessarily a complete or accurate status of title and are not to be relied on by you as if the status of title. You agree to not name Elite Title Company, LLC as a defendant in any claim transaction provided Elite Title Company, LLC issues the title policy and disburses funds written instruction on the settlement statement or other written document.
	NO LIENS/JUDGMENT/BANKRUPTCIES
	ned, do certify that they DO NOT have any STATE OR FEDERAL TAX LIENS, GENERAL BANKRUPTCIES against them
	CONFIRMATION OF MARITAL STATUS
The undersigned h	ereby certify under oath that my marital status is as follows:
☐ Unmarried (Inc	cluding single, divorced or widowed)
☐ Married (To ea	nch other or another person)
Spouse's Nam	e:
Not Applicable	

#### **FDIC NOTICE**

We, the undersigned, do hereby certify that we are aware that the Federal Deposit Insurance Corporation ("FDIC") coverage applies only to a cumulative maximum amount of \$250,000.00 for each individual depositor's accounts at the same, or related, institution. The funds for this settlement are being deposited in the Elite Title Company, LLC's escrow account for disbursement. We understand that Elite Title Company, LLC assumes no responsibility for, nor will be held same liable for, any loss occurring which arises from the fact that the amount of the above account may cause the aggregated amount of any individual depositor's accounts to exceed \$250,000.00, and that the excess amount is not insured by the FDIC.

We further understand FDIC insurance is not available on certain types of bank instruments, including, but not limited to, repurchase agreements, letters of credit, etc.

#### **PAYOFFS**

I/We, the undersigned, do hereby acknowledge and agree that any payoff information, be it verbal or in writing, is tentative. Accordingly, I/We hereby hold Elite Title Company, LLC harmless with regard to any payoff type shortage. I/We further agree, if after the lender or beneficiary receives said payoff, and if said payoff is insufficient, that I/We will immediately assist Elite Title Company, LLC in expediting the resolution of the shortage and will, upon request from Elite Title Company, LLC bring such shortage funds to Elite Title Company, LLC to pay the lender or beneficiary in order to secure a release of the debt in question. Further, if Elite Title Company, LLC is forced to seek enforcement of this agreement, then the undersigned hereto, will pay Elite Title Company, LLC's reasonable Attorney's fees and/or Court cost.

TERMINATION OF LINE OF CREDIT - If applicable I/we will hereby terminate credit availability as to future advances from any equity credit lines on the above mentioned property, and will destroy all unused drafts received hereinafter by my/our lender on said loan.

CREDITOR CHECKS MADE PAYABLE AT CLOSING - If applicable I/we do hereby understand any checks made payable to creditor(s) at closing on the above referenced property, will be my full responsibility to provide those checks with statements to the creditor(s) as soon as possible to insure proper payment.

I/We hereby hold Elite Title Company, LLC harmless with regard to any payoff shortage, interest, or penalties that may occur. If a shortage is found it is the undersigned full responsibility to make arrangements to pay those creditors in full.

#### **ASSOCIATION DUES**

ACTIVE -	The	Home	Association	is	<b>ACTIVE</b>	and	dues	are	not	delinquent,	have	been	paid	thru	the
month/qua	rter/ye	ear.													

×	INACTIVE - Although the above property is in a subdivision, there are NO subdivision Trustees AND	NO
	ASSESSMENTS ARE LEVIED AGAINST SAID PROPERTY, and that the undersigned have received	NO
	notice with respect to any assessments being due on said property.	

#### PROPERTY TAX PRORATIONS

The undersigned Seller(s) and Purchaser(s) hereby acknowledge that they understand that property in Missouri is periodically reassessed as provided by law. As a result, there may be an increase or decrease in the amount of real estate taxes depending upon the value and rate placed upon the property (the reassessment amount and tax rate). Taxes have been prorated at this closing on the basis of the assessed valuation and tax rate called for in your contract.

Both parties acknowledge that Elite Title Company, LLC has disclosed potential change in the taxes as a result of the reassessment and the parties agree that Elite Title Company, LLC shall not be responsible for any adjustment of the taxes as a result of any change in the reassessment and tax rate.

Furthermore, the purchaser acknowledges that they are responsible for all future tax bills as long as they own the property and this is the only notice that the purchaser will receive from Elite Title Company, LLC.

#### CITY AND/OR SPECIAL ASSESSMENT TAXES

Buyer/Borrower(s) and/or Seller(s) agree to promptly pay any unpaid balances which may occur due to inadequate information at the time of closing. Furthermore, Seller(s) agree to fully indemnify and hold Elite Title Company, LLC harmless from any liability these potential shortages may cause.

#### **DOCUMENT CORRECTION AGREEMENT**

AGREEMENT TO CORRECT MISSTATED DOCUMENTATION OR PROVIDE ADDITIONAL DOCUMENTATION AND/OR FEES: In consideration of Elite Title Company, LLC, hereinafter called Settlement Agent, disbursing funds for the closing on the above-mentioned property, and regardless of the reason for any loss, misplacement, or inaccuracy in any closing documentation including specifically, but not limited to, any additional fees owed for taxes and/or any other matter. Seller(s) agree(s) to the following: If any document is lost, misplaced, misstated or inaccurately reflects the true and correct terms of the closing, upon request of the Settlement Agent, Seller(s) will comply with the Settlement Agent's request to execute, acknowledge, initial and deliver to Settlement Agent any documentation and/or fees Settlement Agent deems necessary to replace or correct the lost, misplaced, misstated or inaccurate document(s). All documents and/or fees Settlement Agent requests of the Seller(s) shall be referred to as "Replacement Documents" and/or "Fees". Seller(s) agree to deliver the Replacement Documents, and/or Fees to Settlement Agent within ten (10) days of receipt by Seller(s) of a written request for such replacement.

REQUEST BY SETTLEMENT AGENT: Any written statement addressed to Seller(s) at the address indicated in the closing documentation shall be considered conclusive evidence of the necessity for Replacement Documents.

SELLER(S) LIABILITY: If Seller(s) fails or refuses to execute, acknowledge, initial and deliver the Replacement Documents and/or Fees or provide the Additional Documents and/or Fees to the Settlement Agent more than ten (10) days after being requested to do so by Settlement Agent, and understanding that Settlement Agent is relying on these representations, Seller(s) agrees to be liable for any and all loss or damage which Settlement Agent reasonably sustains thereby, including, but not limited to, all reasonable attorney's fees and costs incurred by Settlement Agent. This agreement shall survive the closing and shall be binding upon the heirs, devisees, personal representatives, successors and assigns or Seller(s).

De Soto Ventures LLC	
BY:	
Robert Yeager, Jr.	
Member	

### STATE OF

## COUNTY OF

On this 29th day of March, 2024, before me appeared Robert Yeager, Jr., to me personally known, who being by me duly sworn did say that he/she/they is/are the Member of De Soto Ventures LLC and that the said instrument was signed on behalf of said limited liability company by authority of its Members and said, acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State the day and year first above written.

, Notary Public	
My term Expires:	

March 27, 2024 Elite Title Company, LLC

RE: 502 South 2nd Street, De Soto, MO 63020

Re: Survey Coverage

We, De Soto Ventures LLC, acknowledge we will <u>not be receiving survey coverage on my owner's policy</u> on property located at 502 South 2nd Street, De Soto, MO 63020. If we wish to have survey coverage on our owner's policy, we will need to provide Elite Title Company, LLC with an approved survey.

De Soto Ventures LLC	
BY:	
Robert Yeager, Jr.	
Member	

No Survey Coverage ETC-26097-24



#### SERVICE AGREEMENT

THIS AGREEMENT CONTAINS ARBITRATION AND CLASS ACTION WAIVER PROVISIONS THAT WAIVE THE RIGHT TO A COURT HEARING, THE RIGHT TO A JURY TRIAL, OR THE RIGHT TO PARTICIPATE IN A CLASS ACTION. ARBITRATION IS MANDATORY AND IS THE EXCLUSIVE REMEDY FOR ALL DISPUTES. PLEASE CAREFULLY REVIEW THE ARBITRATION AGREEMENT SECTION.

This agreement (the "Agreement") sets forth the terms and conditions under which Elite Title Company, LLC ("ELITE") will provide title and escrow services, consisting primarily of issuing title insurance written on a licensed underwriter and escrowing funds for disbursement as instructed.

#### **SERVICES**

You agree that ELITE's duties are to issue a policy of title insurance for the benefit of your lender or the benefit of you, depending on the transaction. If your transaction is a re-finance, you understand that no insurance coverage is afforded to you. You understand that ELITE's duties are completed once it issues a title insurance policy and your claims are limited to that policy. The title reports or title commitments issued are not necessarily a complete or accurate status of title and are not to be relied on by you as a representation of the status of title. You agree to not name ELITE as a defendant in any claim arising out of this transaction provided ELITE issues the title policy and disburses funds according to your written instruction on the settlement statement or other written document.

#### ARBITRATION AGREEMENT

(1) Elite Title Company, LLC and you must arbitrate ALL DISPUTES AND CLAIMS between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of, or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to the status of title);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "ELITE," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND ELITE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision survives termination of this Agreement.

(2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to ELITE should be addressed to: Elite Title Company, LLC, Attention: Claims Department, 11715 Administration Drive, Suite 103, St. Louis, MO 63146 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If ELITE and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or ELITE may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by ELITE or

you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or ELITE is entitled.

- (3) After ELITE receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, ELITE will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless ELITE and you agree otherwise, any arbitration hearings will take place in the county of your property. If your claim is for \$1,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$1,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned, written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, ELITE will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse ELITE for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.
- (4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of ELITE's last written settlement offer made before an arbitrator was selected, then ELITE will:
- pay you the amount of the award or \$1,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, the amount of attorneys' fees reasonably incurred and actually paid by you.

If ELITE did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

- (5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs.
- (6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND ELITE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and ELITE agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision is null and void.
- (7) Notwithstanding any provision in this Agreement to the contrary, we agree that if ELITE makes any future change to this arbitration provision (other than a change to the Notice Address) during your Service Commitment, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice

AGREED AND ACCEPTED:	
De Soto Ventures LLC	
BY:Robert Yeager, Jr Member	
Date:	
AGREED AND ACCEPTED:	
Haley Agers	
lan W Hayes	
Data	

Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

## JUDGMENT AFFIDAVIT

On this March 29, 2024. Before me, personally appeared, Robert Yeager who after being by me duly sworn, upon their oath does certify that they DO NOT have any STATE OR FEDERAL TAX LIENS, GENERAL JUDGMENTS, OR BANKRUPTCIES against them.

BY:			
Robert Yeager, Jr.			
Member			
Subscribed and sworn to before me this	day of	,	
Ву			
Notary Public			

Affidavit (Judgment) ETC-26097-24

# MEMBER RESOLUTION

At a Meeting of all current members of De Soto Ventures LLC, of the State of
on this day of , 20 the
, on this day of, 20 the following Resolution was adopted on motion duly made and seconded, all of the members voting in favor thereof:
RESOLVED that Robert Yeager, Jr, as <b>member/manager</b> of De Soto Ventures LLC, is authorized to execute and deliver on behalf of De Soto Ventures LLC, any and all documents and instruments necessary to effectuate the purchase, sale and/or mortgaging of Real Property known and numbered as 502 South 2nd Street, De Soto MO 63020 including, but not limited to, purchase contracts, warranty deeds, deeds of trust, affidavits, promissory notes and settlement statements.
AND RESOLVED, that the members certify to Elite Title Company, LLC, that Elite Title Company, LLC may act in reliance upon this resolution as if it remains in full force and effect unless Elite Title Company, LLC hereafter receives written notice from the undersigned member(s) that this resolution has been modified, amended and/or rescinded and is no longer in full force and effect.
The undersigned being all the current members of De Soto Ventures LLC, the above is certified to be a true copy from the record of the Meeting of the Members.
By: Robert Yeager, Jr, Member



Dear Valued Customer:

Thank you for giving us the opportunity to serve you. Please take a moment to review the following disclosures:

The undersigned parties acknowledge receipt of the Elite Title Company, LLC Privacy Policy Notice.

All Documents and other papers pertaining to this transaction, including the settlement statement, have been examined by and approved by the undersigned as representing a complete and final compliance with all agreements pertaining to this transaction and Elite Title Company, LLC is hereby authorized to complete the transaction as set out therein. Elite Title Company, LLC shall be under no duty to invest or reinvest any deposits at any time held by it unless written instructions are provided. Elite Title Company, LLC may use any part of such funds without obligation to any party for interest or earnings delivered thereby. The amount of taxes charged or credited according to the settlement statement was arrived by the current assessment rates and assessed valuation. This Company is not responsible for any increase or decrease in taxes caused by a future change in said rates or assessed valuation.

The undersigned hereby certifies they have received a copy of their settlement statement. Said settlement statement is often needed in order to file yearly tax returns. If this company is required to pull a copy of the settlement statement at a future date for said purposes, a fee of \$30.00 will be assessed to the party requesting said copy.

De Soto Ventures LLC
BY: Robert Yeager, Jr. Member
STATE OF
COUNTY OF
On this 29th day of March, 2024, before me appeared Robert Yeager, Jr., to me personally known, who being by me duly sworn did say that he/she/they is/are the Member of De Soto Ventures LLC and that the said instrument was signed on behalf of said limited liability company by authority of its Members and said, acknowledged said instrument to be the free act and deed of said limited liability company.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State the day and year first above written.
, Notary Public
My term Expires: