



First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska 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 Policy Amount and the name of the Proposed Insured.

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

First American Title Insurance Company

Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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; and
- (f) Schedule B, Part II—Exceptions.

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 shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

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- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN 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 the purpose of providing closing or settlement services.

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. ARBITRATION

Arbitration provision intentionally removed.

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: **Bay National Title Company**

Issuing Office: **13577 Feather Sound Drive, Suite 250
Clearwater, FL 33762**

Issuing Office File No.: **LAT-60942**

Property Address: **0 Real Property South of 25333 Cheyenne Lane, Warrenton, MO 63383**

SCHEDULE A

1. Commitment Date: **January 2, 2019 at 8:00AM**
2. Policy to be issued:
 - (a) ALTA® 2006 Owners Policy
Proposed Insured: **A Natural Person or Legal Entity To Be Determined**
Proposed Policy Amount: **\$1,000.00**
3. The estate or interest in the Land described or referred to in this Commitment is **FEE SIMPLE**
4. The Title is, at the Commitment Date, vested in:
United States of America
5. The Land is described as follows:
SEE SCHEDULE A (CONTINUED)

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____

Authorized Signatory

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ALTA Commitment for Title Insurance

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First American Title Insurance Company

Schedule A (Continued)

File No.: LAT-60942

A tract of land being part of the Southeast Quarter of the Southeast Quarter of Section 2, Township 46 North, Range 3 West, Warren County, Missouri, and being described as follows:

Commencing at an old rock pile at the Southeast Corner of Section 2; thence along the East line of Section 2, North 01°-42' East 103.59 feet; thence along the centerline of Clark's Hollow, South 58°-37' West 51.16 feet; thence North 83°-41' West 98.31 feet to the place of beginning of the said tract of land; thence North 83°-41' West 585.89 feet thence South 66°-59' West 202.24 feet; thence South 46°-44' West 90.92 feet; thence along the South line of the Southeast Quarter of the Southeast Quarter, North 89°-22' West 444.24 feet to an old iron rod; thence North 66°-39' East 1048.78 feet to an iron rod; thence North 27°-38' East 270.84 feet to a point in the centerline of a 50 foot wide road and utility easement; thence leaving the said centerline, South 30°-01' East 159.73 feet to an old iron rod; thence South 15°-45' East 443.37 feet to the place of beginning and containing 6.00 acres, more or less.

TOGETHER WITH road and utility easements as more fully described in Book 1301 page 920 of the Warren County Records.

Parcel ID: 09-02.2-0-00-001.013.000

Commonly known as: 0 Real Property South of 25333 Cheyenne Lane, Warrenton, MO 63383

The property address and tax parcel identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.

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ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule BI

File No.: LAT-60942

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.
 - a. Warranty Deed or Special Warranty Deed to be executed by the duly authorized representative of The United States of America, acting by and through the United States Marshals Service to A Natural Person or Legal Entity To Be Determined, conveying the property as described in Schedule A of this Commitment. In the event the conveyance of title to the proposed insured is to be made by any entity other than the foregoing named Grantor or is to be made through use of any other deed format other than a Warranty Deed or Special Warranty Deed as herein required or the deed contains an exception for any Code Enforcement Lien(s), Company must be notified and thereupon this Commitment will be revised to require the release of the land described in Schedule A from any cross-attaching Code Enforcement Liens attaching to said land.
5. Issuance of the final commitment is subject to review and underwriting approval of the federal forfeiture proceedings by the Company. The Company reserves the right to make additional requirements and/or exceptions after review of the requested documentation.
6. Proof that sufficient funds have been collected to comply with Missouri CPL rules. We must collect for all parties to the transaction, even if another title company is splitting the closing duties with us.
7. No liability is incurred by this Commitment until the Proposed Insured Owner has been disclosed to this Company, and/or its policy issuing agent herein. Once the Buyer(s) names have been disclosed, this Report can be completed and may be redrafted to deal with the effect of any documents, proceedings, liens, decrees, or other matters, if any, relating to said Buyer(s), which may affect the title to or impose liens or encumbrances on the Insured Land. The Company reserves the right to make additional requirements, or exceptions, should any additional facts or information be disclosed by the compliance with the preceding requirement.

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8. When the Company has been provided the amount of the full insurable value of the land, and the Company has agreed to that value, Schedule A will be amended accordingly.

NOTE: An owner's policy, insuring an estate or interest in the subject property herein, will not be issued for less than full value of the subject property.
9. The amount of insurance of the proposed Policy is limited to \$1,000.00. The total liability of the Company under this commitment shall not exceed that amount, unless and until another amount of insurance of the Policy to be issued is agreed upon and the Company's applicable insurance charges are paid. The Company requires satisfactory evidence of the loan, actual value, or sales price, of the estate or interest to be insured. If the Company approves that amount, it may be entered as the amount of insurance of the proposed Policy to be issued.
10. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.
11. Obtain a sworn affidavit by the current owner(s), certifying that there are no liens against the insured land other than as disclosed by this commitment; that there are no outstanding or pending claims against the affiant that may constitute the basis for a lien against the insured land; that other than as disclosed by this commitment there are no matters which constitute defects in affiants' title to the insured land; and that there are no matters existing at this date which would adversely affect the ability of the affiant to convey and/or mortgage the insured land.
12. Furnish Company with an Affidavit satisfactory thereto executed by owner, or its agent, that there are no parties in possession of the land described in Schedule A and that there are no claims to any rights of possession or any lease affecting said land known to exist. Said Affidavit must be based on the actual knowledge of the Affiant after their due investigation and inquiry and not merely to the best of their knowledge and belief. In lieu of such owner's Affidavit, Company will accept a similar affidavit from the buyer proposed to be insured hereunder.
13. Immediately prior to disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this Commitment arising from the matters which would be revealed by such search, to the extent that Company, or its Agent countersigning this Commitment, has disbursed said proceeds

NOTE: All recording references in this commitment/policy shall refer to the public records of Warren Parish, Missouri, unless otherwise noted.

NOTE: Any matters listed as requirements on Schedule B-I above that are not resolved to the satisfaction of Company will be shown as an exception on final policy.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

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	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BII	

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. 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.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. The lien of the General Taxes for the year 2019, and thereafter.
8. Covenants, conditions and restrictions of record, if any, and all amendments and/or supplements thereto, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.
9. Subject to [Right-of-Way Easement](#) recorded in Book 1314, Page 851.
10. The rights of tenants in possession under bona fide lease(s) not shown by the public records.

NOTE: Upon receipt of a satisfactory affidavit confirming the identity of unrecorded leases and parties in possession this exception can be further limited. (for the lender only)

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11. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
12. This policy excludes all loss or damage, including attorney's fees and costs, arising or resulting from unpaid municipality charges, including but not limited to those for gas, water or sewer, and for liens resulting from violations or alleged violations of statutes, ordinances, codes and/or regulations including, but not limited to, charges for summary abatement, rubbish removal, grass cutting, tree removal and board-up. The proposed insured is cautioned to obtain the current status of these charges, if any.

NOTE: All recording references in this commitment/policy shall refer to the public records of Warren Parish, Missouri, unless otherwise noted.

NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the LA Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

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CHAIN OF TITLE

Deed Type: Final Order of Forfeiture
Grantors: Honorable John A. Ross, United States District Judge
Grantees: United States of America
Instrument: 201606333
Dated: September 23, 2016
Recorded Date: November 17, 2016

Deed Type: Warranty Deed
Grantors: Michelle Sutter, a single person
Grantees: Paul W. Berra, Jr
Instrument: 201200561
Dated: January 30, 2012
Recorded Date: January 31, 2012

Deed Type: General Warranty Deed
Grantors: Michelle Sutter, a single person
Grantees: Paul W. Berra, Jr., a single person
Instrument: 201104519
Dated: September 20, 2011
Recorded Date: September 22, 2011

For your convenience please find attached the current Vesting Deed:

[Final Order of Forfeiture](#)

TAX CERTIFICATION

Tax Year: 2018
Tax Type: County
Tax ID #: 09-02.2-0-00-001.013.000
Taxing Entity: Warren County Tax Collector
Total Annual Tax: \$0.00
Frequency: Annual

First Installment: \$0.00
First Installment Status: Exempt



Bay National Title Company
13577 Feather Sound Drive, Suite 250
Clearwater, FL 33762
(727)449-8733

FILE # LAT-60942

Closer Brandy Markley

Property Address 0 Real Property South of 25333 Cheyenne Lane, Warrenton, MO 63383

Title Insurance Premium and Title Service Charge Disclosure Statement

Based upon the information available to us at this time, we estimate that you will pay as part of your residential real estate transaction the following premiums, charges and/or fees:

1. Title Insurance Premium
2. Closing Protection Fee
3. Title Service Charge(s) (i.e. search and examination, clearing items, etc.)
4. Closing Charge(s)

Title insurance premium and a closing protection fee have been calculated according to rates filed with Missouri's insurance director. However, title service charges, closing charges and other fees are not limited by state law.

For further general information regarding title insurance, you may visit the Missouri Insurance website at www.insurance.mo.gov or call the Missouri Department of Insurance, Financial Institutions and Professional Registration at (800) 726-7390.

Date: 1/21/2019

Bay National Title Company
Title Agent



*First American
Title Company*

**THE FIRST AMERICAN
CORPORATION**

PRIVACY POLICY

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 person 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 parent company, The First American Corporation, 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 which 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*, a copy of which can be found on our website at www.firstam.com.

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.

Note: The above Privacy Policy applies to individuals who obtain from First American a financial service or product that is to be used primarily for personal family or household purposes.