
SCHEDULE A

1. Commitment Date: August 9, 2024 at 08:30AM
2. Policy to be issued:
 - a. Proposed Insured: FOR INFORMATIONAL PURPOSES ONLY
Proposed Amount of Insurance:
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple
4. The Title is, at the Commitment Date, vested in: C. CLAFLIN FARMS LLC, a Missouri Limited Liability Company, by General Warranty Deed recorded December 21, 2021 in Book 2021, Page 2046.
5. The Land is described as follows:

All that part of the Northeast Quarter lying West of the Railroad right-of-way in Section Two (2), Township Thirty-three (33), Range Thirty-one (31), in Barton County, Missouri, EXCEPT that part heretofore conveyed for highway purposes;
AND

All that part of the Southeast Quarter of Section Two (2), Township Thirty-three (33), Range Thirty-one (31), lying West of the Railroad right-of-way, EXCEPT 37 acres off the South end thereof, AND EXCEPT about 3.72 acres heretofore deeded for highway purposes, in Barton County, Missouri;

FURTHER DESCRIBED AS FOLLOWS:

All that part of Section Two (2), Township Thirty-three (33), Range Thirty-one (31), Barton County, Missouri, described as follows: Commencing at a found iron pin and cap at the Northwest Corner of Lot Two (2) of the Northeast Fractional Quarter, thence N 88 degrees 42' 10" W along the North line of Lot 2 of the Northwest Fractional Quarter a distance of 5.24 feet; thence S 01 degrees 33' 03" W a distance of 18.50 feet to the Point of Beginning; thence continuing S 01 degrees 33' 03" W a distance of 1388.85 feet to a 4" steel corner post; thence S 00 degrees 32' 02" W a distance of 1312.04 feet to a corner post; thence S 00 degrees 30' 16" W a distance of 1054.63 feet to a point on the East Right-of-way line of Interstate 49; thence S 22 degrees 03' 11" E along said East Right-of-way line a distance of 399.86 feet to a found right-of-way marker; thence S 21 degrees 29' 55" E along said East Right-of-way line a distance of 534.67 feet; thence S 88 degrees 22' 21" E a distance of 1793.35 feet to a point on the West Right-of-way line of the Missouri Pacific Railroad; thence N 04 degrees 45' 43" W along said West Right-of-way line a distance of 4648.17 feet to a point on the South Right-of-way line of NW 100th Road; thence N 88 degrees 35' 11" W along said South Right-of-way line a distance of 1694.24 feet to the point of beginning. Except any part taken or deeded for road. Subject to any easements or restrictions of record. Containing 200.6 acres more or less.

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SCHEDULE A
(Continued)

Barton County Title Company, Inc.

By: Chandler Besendorp
BARTON COUNTY TITLE COMPANY, INC.

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 Deed of Trust to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

TO BE DETERMINED AFTER WE ARE INFORMED AS TO THE IDENTITY OF INSURED ON SCHEDULE A. THIS TITLE COMMITMENT IS FOR THE PURPOSE OF A TITLE SEARCH ONLY. SHOULD A TITLE POLICY BE REQUESTED, WE RESERVE THE RIGHT TO MAKE ADDITIONAL EXCEPTIONS AND/OR REQUIREMENTS.

NOTE: NO INQUIRY, SEARCH, OR EXAMINATION HAS BEEN MADE OF THE FEDERAL COURTS FOR PENDING BANKRUPTCY PROCEEDINGS.

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:

1. Taxes for 2023 and all prior years are shown paid. Taxes for 2024 and subsequent years, although not yet due, now constitute a lien.
2023 TAX AMOUNT: \$537.72 PARCEL NO. 03-010-02-000-000-002010
 2. DEED OF TRUST GIVEN BY C. CLAFLIN FARMS LLC, a Missouri Limited Liability Company, TO CHINNERY, EVANS & NAIL, TRUSTEE FOR LANDMARK NATIONAL BANK, DATED DECEMBER 21, 2021, AND RECORDED DECEMBER 21, 2021 IN BOOK 2021, PAGE 2047, DEED OF TRUST RECORDS OF BARTON COUNTY, MISSOURI, SECURING A PROMISSORY NOTE DATED DECEMBER 21, 2021 IN THE ORIGINAL PRINCIPAL AMOUNT OF \$523,090.00 AND SECURING FUTURE ADVANCES NOT TO EXCEED \$523,090.00, PURSUANT TO SECTION 443.055 RSMo, WITH AGREEMENT WITH PRIOR LIENHOLDER IN REFERENCE TO THE ABOVE DEED OF TRUST FILED BY THE UNITED STATES OF AMERICA, UNITED STATES DEPARTMENT OF AGRICULTURE, ACTING THROUGH THE FARM SERVICE AGENCY, RECORDED DECEMBER 21, 2021 IN BOOK 2021, PAGE 2049.
 3. DEED OF TRUST GIVEN BY C. CLAFLIN FARMS LLC, TO P. JEREMY MOSLEY, TRUSTEE FOR THE UNITED STATES OF AMERICA, ACTING THROUGH THE FARM SERVICE AGENCY, UNITED STATES DEPARTMENT OF
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SCHEDULE B
(Continued)

AGRICULTURE, RECORDED DECEMBER 21, 2021 IN BOOK 2021, PAGE 2048, DEED OF TRUST RECORDS OF BARTON COUNTY, MISSOURI, SECURING A PROMISSORY NOTE DATED DECEMBER 21, 2021 IN THE ORIGINAL PRINCIPAL AMOUNT OF \$189,470.00.

4. Reference(s) to acreage in the description of the Land is/are for informational or descriptive purposes only and acreage is not insured by this commitment or policy.
 5. Rights of the Public, State of Missouri, County of Barton, in and to that part of subject premises taken or used for NW 90th Road and NW 100th Road.
 6. Rights-of-way for railroads, switch tracks, spur tracks, railway facilities, and other related easements, if any, on and across the Land.
 7. Title to that portion of the Land, if any, lying within the railroad right of way.
 8. SURVEY OF SUBJECT PROPERTY RECORDED JANUARY 10, 2020 IN BOOK 2020, PAGE 49, IN PLAT SLEEVE #815-818, IN THE RECORDER'S OFFICE OF BARTON COUNTY, MISSOURI.
 9. TERMS AND PROVISIONS OF THE LEASE TO INVENERGY WIND DEVELOPMENT LLC, WHICH IS GIVEN BY THE MEMORANDUM OF WIND EASEMENT AGREEMENT RECORDED SEPTEMBER 6, 2023 IN BOOK 2023, PAGE 1261, DEED RECORDS OF BARTON COUNTY, MISSOURI.
 10. NOTE: This is NOT a commitment to insure and has been issued as a report as to the status of title only, and as such should not be relied upon for a Real Estate Transaction. This is not a commitment to insure, and no insurance is provided by this commitment; nor is the company liable for errors or omissions in this report. If a Commitment for Title Insurance is desired, the identity of the entities to be insured and policy amounts must be disclosed to this Company, and this Company will then issue a Commitment for Title Insurance disclosing all requirements for issuance of the policy, as well as any additional exceptions which may then be necessary, additional fees will be charged to issue a policy, the liability of this company is the amount paid for same.
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2023 Barton County Real Estate Tax Receipt

PAID on Monday, November 13, 2023



Brittanica Born, Collector of Revenue
 1004 Gulf St Rm 101
 Lamar, MO. 64579
 Phone: (417) 682-5881

Mailing Address:

C CLAFLIN FARMS LLC
 17485 E WALDO RD
 SHELDON, MO 64784-2709

Office Hours: Monday-Friday, 8:30 AM - 4:30 PM
Website: <https://www.bartoncountycollector.org>

Tax Receipt: T110-20231113-168960
Statement: R23007982
Parcel/Tax ID: 03-010-02-000-000-002010

Property Description

Legal Description:
 TR COM NW COR L2 NE4, TH W A/L N/L 5.24,
 TH S 18.5 POB, TH CONT S 1388.85 TO COR
 NER POST, TH CONT S 1312.04 TO CORNE□□
 Acres: 200.60
 Acres: 200.60

Assessors Valuation:

Residential:	0
Agriculture:	8510
Commercial:	0
Total Valuation:	8510

Payment Details

Payment	11/13/2023 Posted: July 31,2024 09:27:08	\$537.72
Total Payments:		\$537.72

Itemization of Taxes

Taxes based on Master Tax District: 151150

Taxing Entity	Levy Rate	Tax Amount
STATE	0.0300	\$2.55
COUNTY	0.1089	\$9.27
LIBRARY	0.1580	\$13.45
HOSPITAL	0.4332	\$36.87
HEALTH	0.1500	\$12.77
LAMAR R1 SCHOOL	4.2600	\$362.50
UNION TWP	0.0956	\$8.14
UNION TWP R & B	0.4130	\$35.15
UNION TWP SPEC	0.4700	\$40.00
SURTAX	0.3300	\$0.00
SB 40	0.2000	\$17.02
Total Amount Due:	6.6487	\$537.72

Paid in Full November 13, 2023 1:31:29 PM
Total Due: \$0.00

Generated: 8/12/2024 3:10:24 PM

RETURN OR CANCELLATION OF PAYMENTS WILL RESULT IN RECEIPT CANCELLATION AND REPORTING TO THE DEPARTMENT OF REVENUE

Questions about your taxes:

Property / Vehicles listed, values, address change, or corrections to tax bills contact: Assessors Office at (417) 682-3553
 Payment(s) Contact: Collectors Office at (417) 682-5881

Recorded in Barton County, Missouri



Recording Date/Time: 12/21/2021 at 02:22:20 PM

Instr #: 2021R02046

Book: 2021 Page: 2046

Type: WD

Pages: 2

Fee: \$27.00 S 20210002389

BARTON COUNTY TITLE COMPANY INC



Lisa Cunningham
Recorder of Deeds

GENERAL WARRANTY DEED

THIS DEED, made this 21st day of December, 2021, by and between **49 FARM, LLC**, a Missouri Limited Liability Company ("GRANTOR") AND **C. CLAFLIN FARMS LLC**, a Missouri Limited Liability Company ("GRANTEE").

Mailing address of Grantee is 17485 E Waldo Road, Sheldon, MO 64784.

WITNESSETH, that GRANTOR, for and in consideration of the sum of Ten Dollars and other valuable consideration paid by GRANTEE, the receipt of which is hereby acknowledged, does or do these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto GRANTEE, the following described Real Estate, situated in the County of Barton and State of Missouri, to-wit:

All that part of the Northeast Quarter lying West of the Railroad right-of-way in Section Two (2), Township Thirty-three (33), Range Thirty-one (31), in Barton County, Missouri, EXCEPT that part heretofore conveyed for highway purposes;

AND

All that part of the Southeast Quarter of Section Two (2), Township Thirty-three (33), Range Thirty-one (31), lying West of the Railroad right-of-way, EXCEPT 37 acres off the South end thereof, AND EXCEPT about 3.72 acres heretofore deeded for highway purposes, in Barton County, Missouri;

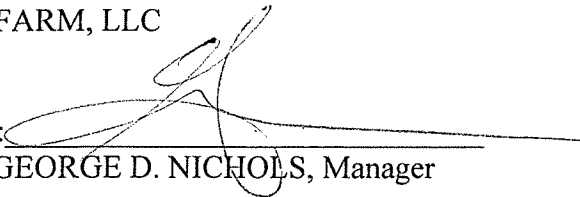
FURTHER DESCRIBED AS FOLLOWS:

All that part of Section Two (2), Township Thirty-three (33), Range Thirty-one (31), Barton County, Missouri, described as follows: Commencing at a found iron pin and cap at the Northwest Corner of Lot Two (2) of the Northeast Fractional Quarter, thence N 88 degrees 42' 10" W along the North line of Lot 2 of the Northwest Fractional Quarter a distance of 5.24 feet; thence S 01 degrees 33' 03" W a distance of 18.50 feet to the Point of Beginning; thence continuing S 01 degrees 33' 03" W a distance of 1388.85 feet to a 4" steel corner post; thence S 00 degrees 32' 02" W a distance of 1312.04 feet to a corner post; thence S 00 degrees 30' 16" W a distance of 1054.63 feet to a point on the East Right-of-way line of Interstate 49; thence S 22 degrees 03' 11" E along said East Right-of-way line a distance of 399.86 feet to a found right-of-way marker; thence S 21 degrees 29' 55" E along said East Right-of-way line a distance of 534.67 feet; thence S 88 degrees 22' 21" E a distance of 1793.35 feet to a point on the West Right-of-way line of the Missouri Pacific Railroad; thence N 04 degrees 45' 43" W along said West Right-of-way line a distance of 4648.17 feet to a point on the South Right-of-way line of NW 100th Road; thence N 88 degrees 35' 11" W along said South Right-of-way line a distance of 1694.24 feet to the point of beginning. Except any part taken or deeded for road. Subject to any easements or restrictions of record. Containing 200.6 acres more or less.

TO HAVE AND TO HOLD the same together with all rights and appurtenances to the same belonging, unto GRANTEE, and to GRANTEE'S heirs and assigns forever, GRANTOR hereby covenanting that GRANTOR and GRANTOR'S heirs, executors and administrators, shall and will WARRANT AND DEFEND the title to the premises unto GRANTEE, and to GRANTEE'S heirs and assigns forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has hereunto set GRANTOR'S hand or hands the day and year first above written.

49 FARM, LLC

BY: 
GEORGE D. NICHOLS, Manager

STATE OF MISSOURI)
)SS.
COUNTY OF BARTON)

On this 21st day of December, 2021, before me personally appeared **GEORGE D. NICHOLS**, to me personally known, who being duly sworn did say that **he** is the Manager of the above named limited liability company, that said instrument was signed and on behalf of said company pursuant to duly enacted Resolution and authority of its Members and acknowledged said instrument to be the free act and deed of said company.

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


NOTARY PUBLIC

CHANEL L. BEENDORFER
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES OCTOBER 1, 2025
BARTON COUNTY
COMMISSION #13401413