

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Audrain County Title Company
Issuing Office: 120 N Jefferson St., Mexico, MO 65265
Issuing Office's ALTA® Registry ID: 0001626
Loan ID Number:
Commitment Number: 23-36150
Issuing Office File Number: 23-36150
Property Address: 13456 Audrain Road 965 ., Thompson, MO 65285
Revision Number:

SCHEDULE A

1. Commitment Date: February 02, 2023 at 8:00 A.M.
2. Policy to be issued:
 - (a) 2021 ALTA® Owner's Policy
Proposed Insured: REPORT FOR INFORMATIONAL PURPOSES ONLY
Proposed Amount of Insurance: \$
The estate or interest to be insured:
 - (b) 2021 ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance \$
The estate or interest to be insured:

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:

GARY H. LUCK and MARY ELAINE LUCK

5. The Land is described as follows:

A tract of land being part of the Northwest Quarter and part of the Southwest Quarter of Section 3, Township 50 North, Range 10 West of the Fifth Principal Meridian, in the County of Audrain and State of Missouri and being more particularly described as follows: Beginning at an old iron pipe at the center of Section 3; thence along the South line of the Northwest Quarter, North 89° 58' West 1328.66 feet to an old iron pipe; thence South 00° 15' West 650.24 feet to an old stone; thence along the North line of a tract of land described in Document No. 2015DR001877 of the Audrain County Records, North 88° 35' West 1340.33 feet to a corner in a bridge; thence along the West line of Section 3, in Audrain Road 965, North 01° 08' East 922.64 feet; thence along the South and East lines of a tract of land described in Book 287 Page 293 of the Audrain County Records, North 86° 38' East 368.88 feet to an old iron pipe; thence North 01° 02' East 1263.54 feet to an old iron pipe; thence along the South line of a tract of land described in Book 298 Page 137 of the Audrain County Records, South 88° 32" East 2277.84 feet to an old post; thence along the East line of the Northwest Quarter, South 00° 34' West 1532.80 feet to the point of beginning and containing 103.98 acres, more or less, as shown on survey by Larry P. Bade, Missouri Professional Land Surveyor No. 1434, during February of 2022.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Agents National 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

ANTIC CF001 MO (12-2021) ALTA Commitment for Title Insurance - Schedule A
Adopted 07-30-2021

Issued by: Agents National Title Insurance Company

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File Number: 23-36150

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ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B, PART I
Requirements

ISSUED BY

Agents National Title Insurance Company

File No.: 23-36150

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.
5. Deed of Trust (With Future Advance Clause) dated February 28, 2022, executed by Gary H. Luck a/k/a Gary Herbert Luck, spouse of Mary Elaine Luck and Mary Elaine Luck, spouse of Gary H. Luck, to Tory C. Teasley, Trustee, for use of Silex Banking Company, filed for record March 2, 2022 and recorded as Document No. 2022DT000141 of the Deed of Trust Records of Audrain County, Missouri.

NOTE: The foregoing information is furnished strictly with the understanding that such information has been taken from the public record without a complete examination of instruments that purport to affect the subject real property and therefore, the Title Company assumes no liability as to the accuracy or completeness of such information.

The Title Company shall have no liability for this report unless the invoice for this report is paid in full within 30 days of the invoice date.

The Title Company's liability for this report is limited to the amount paid for the same. There is no liability assumed for items not indexed properly in the public records or other data bases on which the Title Company relies or for matters that would be disclosed by an accurate survey or inspection of the property. This report and the legal description given herein are based upon information supplied by the applicant as to the location and identification of the property in question, and no liability is assumed for any discrepancies resulting therefrom.

This report is prepared by the Title Company as an accommodation and does not represent a Commitment to insure title or an abstract of title. Further, the report is not an opinion as to the marketability of title to the subject premises and should not be considered providing legal advice.

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ANTIC CF001 MO (12-2021) ALTA Commitment for Title Insurance - Schedule B I
Adopted 07-30-2021



Issued by: **Agents National Title Insurance Company**

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ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B, PART II

Exceptions

ISSUED BY

Agents National Title Insurance Company

Exceptions

File No.: 23-36150

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. 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. 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.
5. 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.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. Real estate taxes or special assessments for the year(s) 2023, that are not yet due or payable.

(Parcel No. 09-04139.002 - 2022 taxes were \$293.44)
8. Title to that portion of the premises in question lying within the bounds of Audrain Road 965.
9. Rights of riparian owners and the public in and to the free and unobstructed flow of any river, creek or channel which abuts or flows through the Land, without diminution or pollution.
10. The consequences of the use of monuments (including but not limited to "corner in a bridge") as boundaries or calls in the legal description of the Land which monuments are not definite, or are subject to more than one interpretation or have or could have been relocated, including but not limited to the inability to locate the boundaries of the Land and any dispute regarding the location of said boundaries.
11. Terms and provisions of instrument entitled "Easement For Construction and Maintenance of Water Line" to Public Water Supply District No. 2 of Audrain County, Missouri, said instrument recorded in Book 277, at Page 700 of the Deed Records of Audrain County, Missouri. (Copy attached)
12. Terms and provisions of instrument entitled "Right of Way and Easement Agreement" to Williams Communications, Inc., said instrument recorded in Book 302, at Page 34 of the Deed Records of Audrain County,

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ANTIC CF001 MO (12-2021) ALTA Commitment for Title Insurance - Schedule B II
Adopted 07-30-2021



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File Number: 23-36150

Page 1 of 2



ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B, PART II

Exceptions

ISSUED BY

Agents National Title Insurance Company

Exceptions

Missouri. (Copy attached)

13. Reference to acreage in the legal description of the Land is for informational or descriptive purposes only.

NOTE: Subject premises are located within the bounds of Audrain County Public Water Supply District No. 2.

NOTE: Subject premises are located within the Little Dixie Fire Protection District of Audrain County, Missouri.

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ANTIC CF001 MO (12-2021) ALTA Commitment for Title Insurance - Schedule B II
Adopted 07-30-2021



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SECTION 3 TOWNSHIP 50 NORTH RANGE 10 WEST AUDRAIN COUNTY, MO.

103.98 AC. TRACT

A tract of land being part of the Northwest Quarter and part of the Southwest Quarter of Section 3, Township 50 North, Range 10 West, Audrain County, Missouri and being described as follows:

Beginning at an old iron pipe at the Center of Section 3; thence along the South line of the Northwest Quarter, North 89°-58' West 1323.66 feet to an old iron pipe; thence South 00°-15' West 650.24 feet to an old stone; thence along the North line of a tract of land described in Document No. 2015DR001877 of the Audrain County records, North 88°-35' West 1340.33 feet to a corner in a bridge; thence along the West line of Section 3, in Audrain Road 965, North 01°-08' East 922.64 feet; thence along the South and East lines of a tract of land described in Book 287 Page 293 of the Audrain County records, North 86°-38' East 368.88 feet to an old iron pipe; thence North 01°-02' East 1263.54 feet to an old iron pipe; thence along the South line of a tract of land described in Book 298 Page 137 of the Audrain County records, South 88°-32' East 2277.84 feet to an old post; thence along the East line of the Northwest Quarter, South 00°-34' West 1552.80 feet to the place of beginning and containing 103.98 acres, more or less. As shown on survey by Larry P. Bade, Missouri Professional Land Surveyor No. 1454, during February of 2022.

PROPERTY N/T
JOHN W. &
JENNIE TRUST
DOC. #2015DR001877

PROPERTY N/T
ALMA MAINE SPENCE
DOC. #2015DR001877

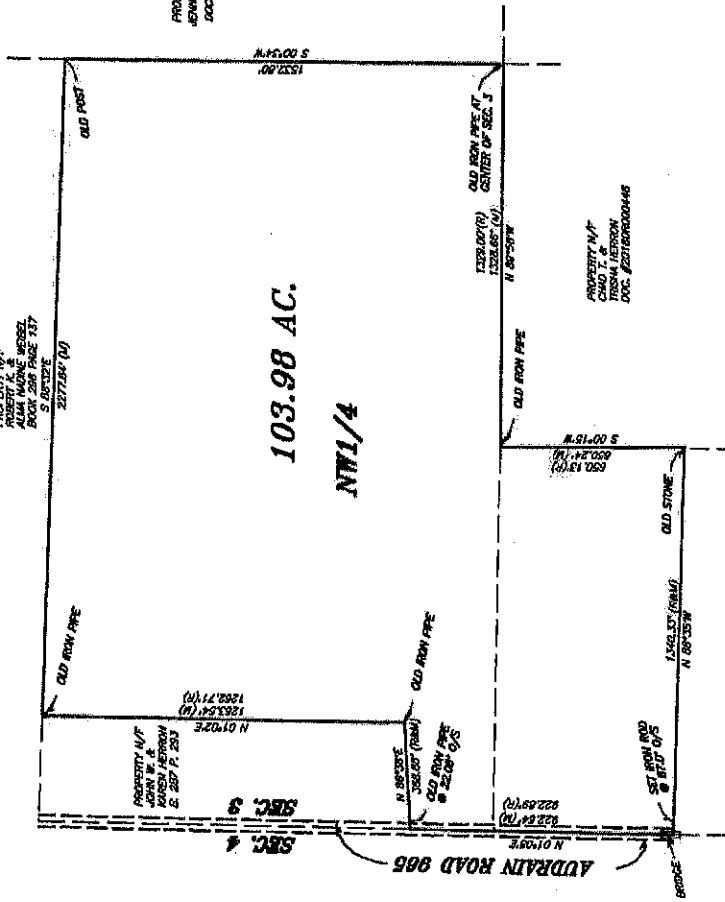
PROPERTY N/T
JOHN W. &
JENNIE TRUST
DOC. #2015DR001877

PROPERTY N/T
ALMA MAINE SPENCE
DOC. #2015DR001877

103.98 AC.

NW1/4

SW1/4



02-10-2022

THIS IS TO CERTIFY THAT AT THE REQUEST OF
PAUL DILLER, WE HAVE MADE A
SURVEY AS SHOWN ABOVE AND THAT IT REPRESENTS A
TRUE AND ACCURATE RECORD OF SAID SURVEY AND
WAS EXECUTED IN ACCORDANCE WITH THE CURRENT
MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS
OF THE MISSOURI STATE LAND SURVEYING
LARRY P. BADE
PROFESSIONAL LAND SURVEYOR NO. 1454

(R) - RECORD DISTANCE
(M) - MEASURED DISTANCE
FACED RED - DOC. #2015DR001877

BOUNDARY SURVEY
CLASS OF SURVEY - RURAL
STANDARD FOR RECORDS OF RECORD

Lewis-Bade Inc. LSC-312
Professional Land Surveyors
and Professional Engineers
PHONE (636) 438-2815 101 EAST WALTON, WARRENTON, MO. 63385
STYL. MICHAEL
DATE FEB. 2022
CHECKED BY: [Signature]
DRAWN BY: [Signature]
SCALE 1"=300'
FILE 22054

2022DR000495

JANIS DEIMEKE, RECORDER OF DEEDS
AUDRAIN COUNTY, STATE OF MISSOURI
RECORDED ON: 03/02/2022 08:02:58 AM

FEES: 27.00

RECORDED BY: ER



THIS DOCUMENT WAS ERECORDED

(Space above reserved for Recorder of Deeds certification)

GENERAL WARRANTY DEED

This Deed, made and entered into this February 18, 2022, by and between

Chad T. Herron and Trisha Herron, husband and wife, Grantor(s)

Of the County of Audrain, State of Missouri party of the first part.

Gary H. Luck and Mary Elaine Luck, husband and wife, Grantee(s)

Grantee's Address: 77 Luck Farm Lane, Troy, MO 63379

Of the County of Lincoln, State of Missouri party or parties of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Audrain and State of Missouri, to wit:

A tract of land being part of the Northwest quarter and part of the Southwest quarter of Section 3, Township 50 North, Range 10 West, Audrain County, Missouri and being described as follows: Beginning at an old iron pipe at the Center of Section 3; thence along the South line of the Northwest Quarter, North 89 degrees 58' West 1328.66 feet to an old iron pipe; thence South 00 degrees 15' West 650.24 feet to an old stone; thence along the North line of a tract of land described in Document No. 2015DR001877 of the Audrain County Records, North 88 degrees 35' West 1340.33 feet to a corner in a bridge; thence along the West line of Section 3, in Audrain Road 965, North 01 degree 08' East 922.64 feet; thence along the South and East line s of a tract of land described in Book 287 page 293 of the Audrain County Records, North 86 degrees 38' East 368.88 feet to an old iron pipe; thence North 01 degrees 02' East 1263.54 feet to an old iron pipe; thence along the South line of a tract of land described in Book 298 page 137 of the Audrain County Records, South 88 degrees 32' East 2277.84 feet to an old post; thence along the East line of the Northwest Quarter, South 00 degrees 34' West 1532.80 feet to the place of beginning and containing 103.98 acres, more or less. As shown on a survey by Larry P. Bade, Missouri Professional Land Surveyor No. 1434, during February of 2022.

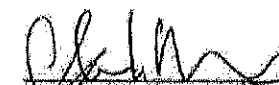

Street address of said property is: Audrain Rd 965, Thompson, MO 65285

Subject to building lines, conditions, restrictions, easements, and zoning regulations of record if any.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

The said party of the first part or parties hereby covenanting that the said party or parties and the heirs, executors and administrators of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2022 and thereafter, and special taxes becoming a lien after the date of this deed.

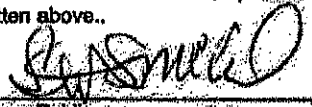
IN WITNESS WHEREOF, the said party or parties of the first part, has or have hereunto set their hand or hands the day and year first above written.

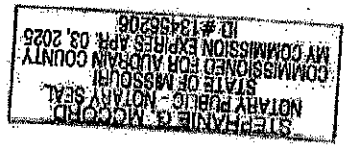

Chad T. Herron

Trisha Herron

STATE OF MISSOURI
COUNTY OF Audrain

On 28th of February, 2022, before me Stephanie G. McConch, a Notary Public for the County of Audrain and State of Missouri, personally appeared Chad T. Herron and Trisha Herron, husband and wife to me proven to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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


Notary Public
My Commission Expires: 4.3.25
Commission Number:



LICENSE TO AUDRAIN COUNTY TITLE AND RECORDS DEPARTMENT FOR PUBLIC USE, RELICENSE, OR ANY OTHER TRANSFER

EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF WATER LINE

003571

11277 700

THIS INSTRUMENT, entered into this 28th day of June, 1993, by and between Betty and

Tom Herron

of Audrain County

parties of the first part, which expression includes his, her or their heirs, executors, administrators, agents or assigns, where the context so requires or admits, and Public Water Supply District No. 2 of Audrain County, Missouri, party of the second part, which expression shall include its assigns where the context so requires.

WITNESSETH, that for and in consideration of the sum of One Dollar and other valuable consideration, the parties of the first part, have this day bargained and sold, and by these presents do bargain, grant, sell, convey and deliver unto said party, a permanent easement and right of way, including the perpetual right to enter upon the real estate hereinafter described, at any time that it may see fit, and construct, maintain and repair underground water lines and/or mains for the purpose of conveying water over, across, through, and under the lands hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of said water lines and/or mains, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said water lines and/or mains.

The land affected by the grant of this easement and right of way is located in Audrain County, Missouri, and is more particularly described as follows:

The land affected by the grant of this easement and right of way is located in Audrain County, Missouri, and is more particularly described as follows: A 20 foot wide strip of land located 10 feet either side of water line as constructed along said property, parallel to Audrain County Road #243, located in the NW 1/4 of Section 3, T50, R10, State of Missouri

To have and to hold said easement and right of way unto second parties, and unto its successors and assigns forever.

The parties of the first part do hereby covenant with second party that they are lawfully seized and possessed of the real estate above described that they have a good and lawful right to convey it, or any part thereof, that it is free from all encumbrances, and that they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

As a part of the consideration for this grant, the parties of the first part do hereby release any and all claims for damages from whatsoever cause incidental to the exercise of the rights herein granted, except damages to growing crops.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and their seal, the day and year first above written.

Thomas S. Herron

Betty S. Herron

STATE OF MISSOURI

COUNTY OF AUDRAIN

On this 28th day of June, 1993, before me personally appeared *Tom & Betty Herron*

to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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



Carolyn S. Haynes

RECORDER'S INFORMATION

State of Missouri, County of Audrain, ss.

Filed for record at 10 o'clock 10 min.

A. M. Recorded in book 277 page 700

30th Day Aug Month 19 93

Witness my hand seal of office

Virginia Pehle, Recorder

Virginia Pehle

By Wanda Kelsay

Deputy

Wanda Kelsay

AUG 31 1993

Return To:

005110

0302-000 034

Williams Communications, Inc.
2102 North Berthelton Street
Suite 900

Columbia MO 65202

TRACT #: _____
STATE: MISSOURI
COUNTY: AUDRAIN
SORT #: 930
DRAFT #: 144352

RIGHT OF WAY AND EASEMENT AGREEMENT

Missouri D Individual Grantor

THIS RIGHT OF WAY AND EASEMENT AGREEMENT ("Agreement") is made this 20th day of SEPTEMBER, 1999, between THOMAS R. HERRON, and BETTY S. HERRON ("Grantor") and Williams Communications, Inc., a Delaware corporation [operating as a communication's common carrier and telephone public utility] whose mailing address is P.O. Box 22064, Tulsa, Oklahoma 74121, its successors and assigns ("Grantee").

WITNESSETH

For and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants, sell and conveys unto Grantee, its successors and assigns, the perpetual easement and right of way (hereinafter, together with the rights and privileges herein granted, the "Easement"), together with all improvements located thereon, with a width and centerline as indicated below, to survey, construct, install, test, maintain, inspect, operate, protect, repair, upgrade, replace, abandon and remove underground communications system(s) together with necessary underground conduits, cables, wires, underground splicing boxes, and any other appurtenances thereto, at any time or times for the transmission of data or communications (including, without limitation, pipeline data) for and by others upon and along a route or routes on, in, over, under, through, and across the following described land (the "Property") located in the County of Audrain, State of Missouri, to wit:

A portion of the South Half of the Southwest Quarter of Section 3, Township 50 North, Range 10 West, 5th P.M., more particularly described in Deed dated January 2, 1996, recorded in Book 286, Page 949, in the Deed Records of Audrain County, Missouri,

together with the right of ingress and egress to, from and along the Easement and the right to use Grantee's adjacent property, gates and existing roads for the aforesaid purposes (Grantee shall and does hereby agree to restore any damage to such adjacent lands, gates, or roads caused by its use thereof) and together with a temporary easement to provide work space along and adjacent to the Easement as may be deemed necessary by Grantee.

The communications system(s) shall be installed across the Property within, and the temporary work space easement shall be limited to, the area of the Property on either side of an existing pipeline owned by Williams Pipeline Company. The Easement herein granted shall be ten feet (10') in width entirely within the existing right of way as it exists as of the date of the execution of this Agreement.

Grantee shall restore the surface of the Easement and temporary easement as nearly as reasonably practical to its original condition, grade and level after performing any construction or other work that disturbs the surface. Grantee shall cause reasonable payment to be made for actual damages to crops, timber, and improvements of Grantor directly resulting from the exercise, now or in the future, of the rights herein granted; provided, however, that after Grantee's initial installation and construction of its facilities on the Property, Grantee shall not be liable for damages caused to trees, undergrowth and/or brush on the Property and Grantee shall have the right to clear such obstructions from the Property within the Easement.

Grantee shall place no above ground structures or improvements (except for markers at property lines, fence lines, road and stream crossings) upon the Easement.

Grantee agrees to comply with all State and Federal laws relating to the exercise of rights herein granted. Grantee agrees to indemnify and hold Grantor harmless from and against all third party claims which may result from the construction, operation and maintenance by Grantee, its agents or subcontractors, of said Easement facilities, including, but not limited to, injuries to or deaths of persons or animals, court costs and reasonable attorneys' fees.

Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the Easement and the temporary work space easement for the purposes stated herein.

Grantor shall have the right to use and enjoy the Property provided that Grantor shall not in any way interfere with or impair, or permit third parties to interfere with or impair, Grantee's exercise and enjoyment of the rights granted herein. No rights reserved to Grantor herein shall be deemed to expand rights reserved to Grantor under any other easement. No limitation herein on the rights of Grantee shall be deemed to limit rights heretofore granted by Grantor or its predecessors in interest under any other easement.

The terms and provisions of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, personal representatives, and heirs.

This instrument fully sets forth the terms and conditions of the Agreement. There are no oral or other written agreements between Grantor and Grantee that modify, alter, or amend this Agreement.

Grantor warrants that Grantor has the right to convey the Easement, including the rights and privileges set forth herein and that he/she/they is/are the sole owner(s) of the Property. Grantor shall execute such further assurances thereof as may be requested by Grantee.

TO HAVE AND TO HOLD the Easement, temporary work space easement, rights and privileges unto Grantee, its successors and assigns forever, and Grantor hereby binds Grantor, Grantor's heirs, executors, administrators, successors, and assigns, to warrant and forever defend all and singular the Easement, temporary work space easement, and the property, rights, privileges, and interests above-described; unto Grantee, its successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be signed hereto the day and year above written.

GRANTOR


THOMAS E. HERRON


BETTY S. HERRON

(If husband and wife)

STATE OF MISSOURI

COUNTY OF Audrain

On this 20th day of Sept, 1999, before me the undersigned, a Notary Public within and for said County and State, personally appeared Thomas L. Herron and Betty S. Herron, husband and wife, to me known to be the persons described in and who executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Mexico, MO, that day and year last above written.

Dolores M. Jesse
Notary Public in and for said
County and State of Missouri
NOTARY PUBLIC
NOTARY SEAL STATE OF MISSOURI
AUDRAIN COUNTY
My Commission Expires on August 13, 2001
(Type, print or stamp the Notary's
name below his or her signature.)

My Commission Expires:

Aug. 13, 2001



RECORDER'S INFORMATION

State of Missouri, County of Audrain
Filed for record at 2 o'clock PM on

16th Day NOV Month 19 1999

Witness my hand and seal of office

Virginia Pehle, Recorder

Claire Lowry, Deputy

By Claire Lowry