



## UPDATES AND SUPERSEDES PREVIOUS COMMITMENT



### Fidelity National Title

**Transaction Identification Data for reference only:**

Issuing Agent: Fidelity Title Agency

Issuing Office: 1368 A East Kingsley, Springfield, MO 65804

**Commitment Number: 2018040149**

cp,jcb(07/20/18),(12/06/18)

### SCHEDULE A

1. Commitment Date: November 29, 2018 at 08:00 AM
  
2. Policy (or Policies) to be issued: Amount
  - (a) Owner's Policy ( ALTA Own. Policy (6/17/06) ) \$ 1,250,000.00  
Proposed Insured:  
**LEE'S SUMMIT SENIOR COMMUNITY, LLC**
  
  - (b) Loan Policy ( ALTA Loan Policy (6/17/06) ) \$ 1,250,000.00  
Proposed Insured:  
**Lender with contractual obligations under a loan agreement with the proposed insured owner identified in Item 2 above**
  
  - (c) Loan/Mtg Policy ( ATLA Loan Policy (6/17/06) )  
Proposed Insured:
  
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
  
4. The Title is Fee Simple at the Commitment Date vested in:  
**CENTRAL BANK OF THE MIDWEST, FORMERLY KNOWN AS METCALF BANK**
  
5. The land is described as follows:  
**SEE EXHIBIT A ATTACHED HERETO**

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27C165B72

ALTA Commitment for Title Insurance 8-1-16 w- KS MO Mod

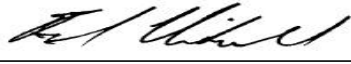
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**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

Fidelity Title Agency

By:   
**Counter  
Signatory**

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## Fidelity National Title

### EXHIBIT A PROPERTY DESCRIPTION

**Commitment Number: 2018040149**

The land referred to in this Commitment is described as follows:

**All that part of the Southwest Quarter of Section 10, Township 47 North, Range 31 West, in the City of Lee's Summit, JACKSON County, Missouri, described as follows:**

**COMMENCING at the Northwest corner of the Southwest Quarter of Section 10, Township 47 North, Range 31 West, said point also lying on the centerline of Westbound U.S. Route 50 right of way, as established in MoDOT Job No. J4P1191, dated 12/14/98; thence South 87 degrees 49 minutes 47 seconds East, along the North line of said Southwest Quarter, and along said centerline, a distance of 1938.21 feet to a point; thence South 02 degrees 10 minutes 13 seconds West, departing said North line and said centerline, a distance of 246.56 feet to a point on the South line of said U.S. Route 50 right of way, as established in said MoDOT Job No. J4P1191, dated 12/14/98, the POINT OF BEGINNING; thence South 87 degrees 48 minutes 47 seconds East, along said South line, a distance of 375.44 feet to a point; thence South 82 degrees 16 minutes 26 seconds East, continuing along said South line, a distance of 72.52 feet to a point; thence North 79 degrees 54 minutes 16 seconds East, continuing along said South line, a distance of 94.02 feet to a point; thence South 87 degrees 48 minutes 47 seconds East, continuing along said South line, a distance of 162.49 feet to a point on the East line of said Southwest Quarter; thence South 02 degrees 13 minutes 14 seconds West, departing said South line, along said East line, a distance of 769.10 feet to the Northeast corner of Princeton Heights 3rd Plat, a subdivision in the City of Lee's Summit, Jackson County, Missouri; thence North 87 degrees 51 minutes 04 seconds West, departing said East line, along the North line of said Princeton Heights 3rd Plat, and along the North line of Princeton Heights 2nd Plat, a subdivision in the City of Lee's Summit, Jackson County, Missouri, a distance of 701.97 feet to a point; thence North 02 degrees 13 minutes 14 seconds East, departing said North lines, a distance of 756.57 feet to the POINT OF BEGINNING.**

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## Fidelity National Title

### SCHEDULE B, PART I Requirements

Commitment Number: **2018040149**

All of the following Requirements must be met:

1. Payment to, or for the account of, the sellers or mortgagors of the full consideration for the estate or interest to be insured.
2. Instruments in insurable form which must be executed, delivered and filed for record.
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. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured which is acceptable to the Company. The Company may amend this commitment to add, among other matters, additional exceptions or requirements after being provided the designation of the Proposed Insured.
6. Warranty Deed to be properly executed and acknowledged, conveying fee simple title to the premises herein described, from CENTRAL BANK OF THE MIDWEST, FORMERLY KNOWN AS METCALF BANK to LEE'S SUMMIT SENIOR COMMUNITY, LLC, and properly filed of record in JACKSON County, Missouri.
7. Deed of Trust to be properly executed and acknowledged, covering the premises herein described, from LEE'S SUMMIT SENIOR COMMUNITY, LLC, to -----, as Trustee for -----, securing the payment of a Promissory Note in the amount of \$1,250,000.00, and filed of record in JACKSON County, Missouri.
8. 2018 Real Estate taxes are due November 1, 2018, and are a lien upon the premises in question. 2018 Real Estate taxes are delinquent January 1, 2019.
9. A copy of the "Filed" stamped and dated Articles of Organization and any amendments thereto of LEE'S SUMMIT SENIOR COMMUNITY, LLC.  
A copy of the "Operating Agreement" and any amendments thereto of LEE'S SUMMIT SENIOR COMMUNITY, LLC.  
Proof that said LLC is in good standing in the State of registration.  
NOTE: Any instrument to be executed by the limited liability company must:  
Be executed in the limited liability company's name and  
Be signed by all the members if management has been retained by the members, or by such managers or other persons as provided in the operating agreement, if said document creates a lower approval threshold.
10. If there has been construction, improvements or repairs to or on the property in the last 12 months, or if a portion or all of the loan proceeds will be used for such, then unrecorded mechanics lien coverage will not be furnished unless arrangements are made prior to closing.  
If the property is Commercial, then satisfactory financial statements, indemnities, affidavits and possibly lien waivers, will need to be furnished to the company in order to obtain mechanics lien coverage.  
Failure to notify the company of construction, improvements or repairs to or on the property in the last 12 months will invalidate any mechanic's lien coverage given in the policy. Please direct any questions to Bob



Commitment Number: **2018040149**

**SCHEDULE B**

(Continued)

Clinkenbeard at 417-887-8836.

11. If this transaction is closing at Fidelity Title Agency, we require loan figures to be in our office 24 hours before the closing.
12. CLOSING INFORMATION NOTE: If the closing for the subject property is to be conducted by Fidelity Title Agency of Springfield, Inc., we require all monies due from the purchase to be in the form of a Cashier's Check, Certified Check or Wire Transfer. If the said proceeds or any "payoffs" pursuant to the closing require "Good Funds", then monies received by us for such must be bank or wire transfer. The above applies to all closings unless other specific arrangements are made. Due to wide variances in banking practices and lack of control over funds "on the wire", we cannot accept financial responsibility for delays in the clearing of funds.

Note: This Company makes no requirement that the proceeds under this sale/loan be disbursed, based upon the procedure of running the record to date, filing the instruments and giving verbal clearance. However adherence to this optional procedure will automatically delete item #1 from Schedule BII from this Commitment.

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**Commitment Number: 2018040149**

**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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid for the year 2018 and all subsequent years.

Tax ID# 60-430-98-01-00-0-00-000      VL: \$2,968.00      TX: \$265.45

3. 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.
4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey land survey of the Land.
5. Rights or claims of parties in possession not shown by the Public Records.
6. Easements, or claims of easements, not shown by the Public Records.
7. Taxes or special assessments which are not shown as existing liens by the Public Records.
8. Intentionally Deleted
9. Intentionally Deleted
10. Easement granted to The City of Lee's Summitt, as set out in Document No. I0004650 in Book I2792, at Page 2196, Recorder's Office, JACKSON County, Missouri.
11. The Terms and Provisions of Right of Way granted to Big Creek Sewer Company, as set out in Document No. I824898 in Book I1768, at Page 81, Assigned to Tarquad Corporation, as set out in Document No.



**Commitment Number: 2018040149**

**SCHEDULE B - SECTION II  
EXCEPTIONS  
(Continued)**

I1031951 in Book I2110 at Page 236, Recorder's Office, JACKSON County, Missouri.

12. Intentionally Deleted
13. Intentionally Deleted
14. Intentionally Deleted
15. Intentionally Deleted
16. Intentionally Deleted
17. Water Line Easement granted to Tri County Water Authority, as set out in Document No. 2016E0073914, Recorder's Office, JACKSON County, Missouri.
18. The Terms and Provisions of Decree as set forth in Case No. CV192-985CC filed in the Circuit Court of Cass County, Missouri at Harrisonville in favor of Middle Creek Sewer Sub-district, as set out in Document No. 1992I1156654 in Book I2335, at Page 1479, Recorder's Office, JACKSON County, Missouri.
19. The Terms and Provisions of Lack of Abutters right of access to and from the premises in question and Route 50 as set forth in the Report of Commissioners, as set out in Case No. 98CV-22760 in the Circuit Court of Jackson County at Independence, JACKSON County, Missouri.
20. Intentionally Deleted
21. Intentionally Deleted.
22. Apparent Encroachment of Fence on the South which is disclosed on Survey by Olsson Associates, Job Number 018-1450, dated June 26, 2018.
23. We will make no inspection of the premises herein described. All papers for processing or filing should be sent through the office at 1368-A E. Kingsley.
24. All inquiries should be directed to Angela Wells, at 1368 A East Kingsley, Springfield, MO 65804. Phone: 417-887-8836.

Note: This Company makes no requirement that the proceeds under this sale/loan be disbursed, based upon the procedure of running the record to date, filing the instruments and giving verbal clearance. However adherence to this optional procedure will automatically delete item #1 from Schedule BII from



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**SCHEDULE B - SECTION II  
EXCEPTIONS  
(Continued)**

this Commitment.

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# Fidelity National Title

## COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE

### 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 EXTRACTIONAL 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, Fidelity National Title, a 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 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

#### FIDELITY NATIONAL TITLE INSURANCE COMPANY

By:

ATTEST

President

Secretary

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# Fidelity National Title

## 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; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 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.

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## Fidelity National Title

### 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

- (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.

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## Fidelity National Title

### 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.

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## 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 personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide us. Therefore, 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 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.

### **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 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 Customer**

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. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.