



*Agents National Title
Insurance Company*

ALTA Owner's Policy (6-17-06)

ALTA Loan Policy (6-17-06)

ALTA Loan Policy (6-17-06)

ALTA Short Form Residential Loan Policy (6-17-06)

TITLE INSURANCE COMMITMENT

BY

Agents National Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within 90 days after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-I.

The Exceptions in Schedule B-II.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

Countersigned:

Exact Title Services, LLC
1950 Craig Road Suite 600
St. Louis, Missouri 63146

By: _____
Authorized Signatory



*Agents National Title
Insurance Company*

SCHEDULE A

File No. **EX-10-03603**

1. Commitment Date: **February 10, 2010 at 8:00 am**

2. Policy (or Policies) to be issued:

Amount

(a) Owners Policy Amount

\$

TBD

Proposed Insured:

TO BE DETERMINED

(b) Loan Policy Amount

\$

TBD

Proposed Insured:

TO BE DETERMINED

3. A Fee simple interest in the land described in this Commitment is owned, at the Commitment Date, by

David G. Barkley and Wanda L. Barkley, his wife

4. The land referred to in this Commitment is located at 1885 Derhake Rd., Florissant, MO 63033, St. Louis County, Missouri and is described as follows:

Lot 161 of Bon Aire Park Plat 5, a Subdivision in St. Louis County, Missouri, according to the plat thereof recorded in Plat Book 110 Page 19 of the St. Louis County Records.

Chain of Title:

The subject property having been conveyed to David G. Barkley and Wanda L. Barkley, his wife from R.A. Vorhof Construction Company by General Warranty Deed dated April 20, 1965 and recorded on April 21, 1965 in Book 5649 Page 486 as Document No. 143 of the St. Louis County Records.



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SCHEDULE B – SECTION I
REQUIREMENTS

File No. **EX-10-03603**

The following requirements must be met:

1. Pay the agreed amounts for the Title and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us, creating the interest in the Land and/or the mortgage to be insured, must be signed, delivered and recorded:
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements or exceptions relating to the interest or the loan.
5. THERE ARE NO OPEN DEEDS OF TRUST RECORDED ON THIS PROPERTY AT THIS TIME.
6. A Beneficiary's deed executed by David G. Barkley, a single person, as grantor, to Lydia Roberts and Loo Barkley, grantee beneficiaries, has been recorded June 5, 2006 in Book 17182 Page 4472. If the transaction contemplated by this commitment is completed and closed during the lifetime of the grantor, no further requirement or exception will be made.
7. Per the above Beneficiary Deed, David G. Barkley is a single person. If Wanda L. Barkley is now deceased, we require the following:

Execute and Record a Tenancy by the Entireties Affidavit as to the death of Wanda L. Barkley and stating that Wanda L. Barkley and David G. Barkley were never divorced.

However, if Wanda L. Barkley is not deceased, but rather a divorce proceeding was held, we require a certified copy of the Decree of Dissolution and property settlement agreement. Further requirements may then be deemed necessary.



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SCHEDULE B – SECTION II
EXCEPTIONS

File No. **EX-10-03603**

Schedule B of the Policy of policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Rights or Claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, shortages in area or other matters which would be disclosed by an accurate survey or inspection of the premises.
3. Easements, or claims of easements, not shown by public records.
4. Any liens, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Real estate taxes and municipal charges as follows: Subject to taxes and assessments for the year **2010** and all subsequent years.
09H520059 Assessed Value: \$21,910.00
7. The lien of taxes for the year **2010** and thereafter.
8. Subdivision assessments, if any.
9. Sewer assessments, if any.
10. Building Lines, easements, restrictions, rights and powers of Trustees, according to the plat recorded in Plat Book 110 Page 19 and instrument recorded in Book 5329 Page 371.

FOR INFORMATIONAL PURPOSES ONLY:

PARCEL ID NUMBER: 09H520059

2009 TAX RATE: 7.9818

2009 CITY RATE: N/A

2009 ASSESSED VALUE: \$21,910.00

THE 2009 REAL ESTATE TAXES WERE PAID IN THE AMOUNT OF: \$1,869.46 ON FEBRUARY 10, 2010.

ANNUAL SEWER LATERAL FEE OF \$50.00 IS INCLUDED IN THE ABOVE AMOUNT.

ADDRESS: 1885 Derhake Rd., Florissant, MO 63033



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CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.



Agents National Title Insurance Company

Privacy Policy Notice
as of March 28, 2006

PURPOSE OF THIS NOTICE

Agents National Title Insurance Company ("Agents National Title") and the above names Agent (the "Agent") share your concerns about privacy. Each Company is committed to respecting the privacy of our policyholders. Therefore, in accordance with Federal and State laws and regulations, we are providing you with this notice of how we might use the information about you which we gather in the process of issuing our policy of title insurance.

Title V of the Gramm-Leach-Bliley Act (GLBA) and the laws of the State in which you reside generally prohibit us from sharing nonpublic personal information about you with a third party unless we provide you with this notice of our privacy policies and practices, such as the type of information that we collect about you and the categories of persons or entities to whom that information may be disclosed. In compliance with the GLBA and the laws of this State, we are providing you with this document, which notifies you of the privacy policies and practices of Agents National Title and the Agent.

OUR PRIVACY POLICIES AND PRACTICES

I. Information we collect and sources from which we collect it:

We do not collect any nonpublic personal information about you other than the following:

Information we receive from you or from your attorney, or other representatives on applications or other forms;

Information about your transactions with us, our affiliates or our agents.

In addition, we may collect other nonpublic personal information about you from individuals and companies other than those proposed for coverage.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional information will be collected about you.

II. Information we disclose to third parties:

In the course of our general business practices, we may disclose the information that we collect (as described above) about you or others without your permission to the following types of institutions for the reasons described:

To a third party such as a surveying, real estate tax research or municipal data firm of the disclosure will enable that party to perform a business, professional or insurance function for us;

To an insurance institution, agent or credit reporting agency in order to detect or prevent criminal activity, fraud or misrepresentation in connection with an insurance transaction;

To an insurance institution, agent or credit reporting agency for either this Company or the entity to which we disclose the information to perform a function in connection with an insurance transaction involving you;

To an insurance regulatory authority, law enforcement, or other governmental authority in order to protect our interests in preventing or prosecuting, fraud, or if we believe that you have conducted illegal activities;

To an actuarial or research organization for the purpose of conducting actuarial or research studies.

The disclosures described above are permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH AFFILIATES OR NON-AFFILIATED THIRD PARTIES FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

III. Your right to access and amend your personal information:

You have the right to request access to the personal information that we record about you. Your right included the right to know the source of the information and identity of the persons, institutions or types of institutions to whom we have disclosed such information within 2 years prior to your request. Your right includes the right to view such information and copy it in person, or request that a copy of it be sent to you by mail (for which we may charge you a reasonable fee to cover our costs). Your right also includes the right to request corrections, amendments or deletions of any information in our possession. The procedures that you must follow to request access to or an amendment of your information are as follows:

To obtain access to your information from Agents National Title: You should submit a request in writing to Agents National Title Insurance Company, Attention: National Risk Department, 1207 West Broadway, Ste C, Columbia, MO 65203. The request should include your name, address, policy number, telephone number, and the information to which you would like access. The request should state whether you would like access in person or a copy of the information sent to you by mail. Upon receipt of your request, we will contact you within 30 business days to arrange providing you with access in person or the copies that you have requested.

To obtain access to your information from the above named Agent: You should submit your written request including the specified information to the address state at the top of page 1. The request should include the same information mentioned above for request to Agents National Title.

To correct, amend, or delete any of your information: You should submit a request in wiring to the address referenced directly above. The request should include your name, address, policy number, telephone number, the specific information in dispute, and the identity of the document or record that contains the disputed information. Upon receipt of your request, we will contact you within 30 business days to notify you either that we have made the correction, amendment or deletion, or that we refuse to do so and the reasons for the refusal which you will have an opportunity to challenge.

IV. Our practices regarding information confidentiality and security:

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic person information.

V. Our Policy regarding dispute resolution:

Any controversy or claim arising our of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) maybe entered in any court having jurisdiction thereof.

VI. Reservation of the right to disclose information in unforeseen circumstances:

In connection with the potential sale or transfer of its interest, Agents National Title and Agent and their respective affiliates reserve the right to sell or transfer your information (including but not limited to your address, name, age, sex, zip code, state and country of residency and other information that you provide through other communications) to a third party entity that (1) concentrates its business in a similar practice or service; (2) agrees to be successor in interest of Agents National Title or the Agent with regard to the maintenance and protection of the information collected; and (3) agrees to the obligations of this privacy statement.