

Security Title, a div. of Fidelity National Title Company, LLC

7701 Forsyth Blvd, Suite 950, Clayton, MO 63105

Phone: (314)798-1890 | Fax: (314)514-9735

BUYER'S STATEMENT

Settlement Date: December 31, 2024

Disbursement Date: December 31, 2024

Escrow Number: SEC2403847

Escrow Officer: Karen Taylor

Email: Karen.Taylor@fnf.com

Buyer: City of Ladue

9345 Clayton Road

Saint Louis, MO 63124

Seller: Tinsley Atwood

7 Westridge Court

Saint Louis 63124

Seller: Gustave J Saettele

12 Overbrook Drive

Saint Louis, MO 63124

Property: 12 Foxboro Rd

Saint Louis, MO 63124

Foxboro Road Lot Pts 11 & 12

		\$	DEBITS	\$	CREDITS
FINANCIAL CONSIDERATION					
Sale Price of Property			397,051.66		
PRORATIONS/ADJUSTMENTS					
County Taxes at \$4,869.40	01/01/24 to 01/01/25 (\$4,869.40 / 360 X 360 days)				4,869.40
TITLE & ESCROW CHARGES					
Title - Closing Protection Letter	Security Title, a div. of Fidelity National Title Company, LLC		25.00		
Title - E-Recording Fees	Security Title, a div. of Fidelity National Title Company, LLC		4.00		
Title - Settlement/Closing Fee	Security Title, a div. of Fidelity National Title Company, LLC		345.00		
Title - Title Service Charge	Security Title, a div. of Fidelity National Title Company, LLC		835.00		
Title - Owner's Title Insurance	Security Title, a div. of Fidelity National Title Company, LLC		367.68		
Policies to be issued:					
Owners Policy					
Coverage: \$397,051.66 Premium: \$367.68 Version: ALTA Owner's Policy 2021 w-MO Mod					
GOVERNMENT CHARGES					
Recording Fee - Deed	County Clerk		42.00		
Subtotals			398,670.34		4,869.40
Balance Due FROM Buyer					393,800.94
TOTALS			398,670.34		398,670.34

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

BUYER:

City of Ladue

BY: _____
Nancy Spewak
Mayor

To the best of my knowledge, the Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.



Security Title, a div. of Fidelity National Title
Company, LLC
Settlement Agent



TITLE INSURANCE PREMIUM AND TITLE SERVICE CHARGE CLOSING DISCLOSURE STATEMENT

File No.: SEC2403847F
Property: 12 Foxboro Rd, Saint Louis, MO 63124
Sale Price: \$397,051.66 **and/or Loan Amount:** \$N/A

Pursuant to 20 CSR 500-7.050(2)(B), Security Title, a div. of Fidelity National Title Company, LLC, a Missouri limited liability company, does hereby disclose that you have been charged the following premiums, charges and/or fees in connection with your transaction. In the event of any discrepancy between the items reflected below and the amounts shown on your Settlement Statement (or HUD-1, if applicable), your Settlement Statement will control:

1. Owner's Title Insurance Premium:	\$367.68
2. Title Agent Service Charge:	\$835.00
3. Lender's Title Insurance Premium:	\$
4. Buyer/Lender Closing Protection Letter Fee:	\$25.00
5. Settlement/Closing Charge:	\$345.00
6. Other Charges: e-Recording Charge(s):	\$4.00

The Title Insurance Premium(s) and the Closing Protection Letter Fee have been calculated according to rates filed with Missouri's insurance director. However, the Title Agent Service Charge, Settlement/Closing Charge and Other Charges are not limited by state law and may vary between different title insurers, agencies and agents.

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

Security Title, a div. of Fidelity National Title Company, LLC

Signature

Date

By: Karen Taylor
Print Name

Its: Escrow Officer
Print Title

**TITLE INSURANCE PREMIUM AND TITLE SERVICE CHARGE
CLOSING DISCLOSURE STATEMENT**

(continued)

The undersigned acknowledges receipt of the foregoing Title Insurance Premium and Title Service Charge Closing Disclosure Statement.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

City of Ladue

BY: _____
Nancy Spewak
Mayor

Date

Date

Date

Date

Type or print all information. All questions must be answered by grantee.

DAILY _____



Fidelity National Title

Insurance Company

City of Ladue
9345 Clayton Road
Saint Louis, MO 63124

Transaction (hereafter, "the Real Estate Transaction"):
Re: Closing Protection Letter:
File Number: SEC2403847
Buyer(s)/Borrower(s): City of Ladue
Property Address: 12 Foxboro Rd, Saint Louis, MO 63124

DATE: 10/07/2024
ISSUING AGENT:
Fidelity National Title Company, LLC
7701 Forsyth Blvd Ste 950
Clayton, MO 63105-1841
3148354115

Fidelity National Title Company, LLC
DBA Security Title, a Division of Fidelity National Title
Company, LLC
7701 Forsyth Blvd Ste 950
Clayton, MO 63105-1841
3148354115

Agent ID: 120772.93.27.25

Dear Madam or Sir:

Fidelity National Title Insurance Company ("Company"), subject to the Conditions and Exclusions set forth below, to reimburse you for actual loss incurred by you, in connection with the closing of the Real Estate Transaction conducted by the Issuing Agent, provided:

- (A) Title insurance of the Company is specified for your protection in connection with the closing;
 - (B) You are to be the (i) lender secured by a mortgage (including any other security instrument) of an interest in land, its assignees or a warehouse lender, (ii) purchaser of an interest in land, or (iii) lessee of an interest in land;
 - (C) The protection offered herein shall not exceed the lesser of \$10,000,000.00 or the amount of settlement funds due you in the Real Estate Transaction if such funds are transmitted to the Issuing Agent;
- and provided the loss arises out of:

1. Failure of the Issuing Agent to comply with your written closing instructions to the extent that they relate to (a) the status of the title to that interest in land or the validity, enforceability and priority of the lien of the mortgage on that interest in land, including the obtaining of documents and the disbursement of funds necessary to establish the status of title or lien, or (b) the obtaining of any other document, specifically required by you, but only to the extent the failure to obtain the other document affects the status of the title to that interest in land or the validity, enforceability and priority of the lien of the mortgage on that interest in land, and not to the extent that your instructions require a determination of the validity, enforceability or the effectiveness of the other document, or
2. Acts of theft of settlement funds or fraud with regard to settlement funds by the Issuing Agent in connection with such closings to the extent such theft or fraud affects the status of the title to said interest in land or the validity, enforceability or priority of the lien of said mortgage or deed of trust on said interest in land; or
3. Acts of theft or fraud with regard to the purchaser's earnest money or settlement funds deposited with Issuing Agent.

If you are a lender protected under the foregoing paragraph, your borrower, your assignee and your warehouse lender in connection with a loan secured by a mortgage shall be protected as if this letter were addressed to them.

Conditions and Exclusions

1. The Company will not be liable to you for loss arising out of:
 - A. Failure of the Issuing Agent to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in the binder or commitment shall not be deemed to be inconsistent.
 - B. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except as shall result from failure of the Issuing Agent to comply with your written closing instructions to deposit the funds in a bank which you designated by name.
 - C. Defects, liens, encumbrances or other matters in connection with your purchase, lease or loan transactions except to the extent that protection against those defects, liens, encumbrances or other matters is afforded by a policy of title insurance not inconsistent with your closing instructions.
 - D. Fraud, dishonesty or negligence of your employee, agent, attorney or broker.
 - E. Your settlement or release of any claim without the written consent of the Company.
 - F. Any matters created, suffered, assumed or agreed to by you or known to you.
2. The protection herein offered shall not exceed the lesser of \$10,000,000.00 or the amount of settlement funds you transmit to the Issuing Agent.
3. When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of this right of subrogation.
4. The Issuing Agent is the Company's agent only for the limited purpose of issuing title insurance policies, and is not the Company's agent for the purpose of providing other closing or settlement services. The Company's liability for your losses arising from those other closing or settlement services is strictly limited to the protection expressly provided in this letter. Any liability of the Company for loss does not include liability for loss resulting from the negligence, fraud or bad faith of any party to a real estate transaction other than an Issuing Agent, the lack of creditworthiness of any borrower connected with a real estate transaction, or the failure of any collateral to adequately secure a loan connected with a real estate transaction. However, this letter does not affect the Company's liability with respect to its title insurance binders, commitments or policies.
5. You must promptly send written notice of a claim under this letter to the Company at its principal office at Fidelity National Title Insurance Company, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023. The Company is not liable for a loss if the written notice is not received within one year from the date of the closing.
6. The protection herein offered extends only to real property transactions in Missouri.

Any previous closing protection letter provided to you is hereby cancelled only with respect to the Real Estate Transaction.

CPL80025A(10/2012)

Fidelity National Title Insurance Company
By:

INITIAL X _____


Sydney M. Tarin, Senior Underwriting Counsel

LETTER ID: 54900989 Agent 120772.93.27.25 Settlement Agent: 120772.93.27.25

Please direct all correspondence and inquiries to: 601 Riverside Ave., Jacksonville, FL 32204 Telephone: (800) 586-0031-Fax: (866) 871-6771

THIS LETTER IS ONLY AUTHORIZED FOR USE IN MISSOURI AND MAY BE USED ONLY FOR THE SPECIFIC TRANSACTION IDENTIFIED ABOVE.

ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



Fidelity National Title
Insurance Company

Commitment Number:

SEC2403847
Revision 2

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, Fidelity National Title Insurance Company, a Florida 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Countersigned By:

John W. Schaefer Authorized Officer or Agent

Attest:

Marjorie Nemzura, Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity 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.

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FIDELITY NATIONAL TITLE INSURANCE COMPANY**COMMITMENT NO. SEC2403847
REVISION 2****Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Security Title, a div. of Fidelity National Title Company, LLC 7701 Forsyth Blvd, Suite 950 Clayton, MO 63105 Title Officer: Dan McCarthy	Escrow Officer: Karen Taylor Security Title, a div. of Fidelity National Title Company, LLC 7701 Forsyth Blvd, Suite 950 Clayton, MO 63105 Phone: 314-446-7320 Main Phone: (314)798-1890 Main Fax: (314)514-9735 Email: Karen.Taylor@fnf.com

Order Number: SEC2403847**Client Ref. No.:**

Property Address: 12 Foxboro Rd, Saint Louis, MO 63124

Survey Waived

SCHEDULE A

1. Commitment Date: September 17, 2024 at 08:00 AM DOR

2. Policy to be issued:

(a) ALTA Owner's Policy 2021 w-MO Mod

Proposed Insured: City of Ladue

Proposed Amount of Insurance: \$397,051.66

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:

~~Tinsley Atwood and Gustave J. Saettele~~

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

BII - Delete # 1 and 5

X _____

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ALTA Commitment for Title Insurance w-MO Mod (07/01/2021)

Page 2

Printed: 10.04.24 @ 10:13 AM
MO-FT-FSTL-01040.331046-SPS-1-24-SEC2403847

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 19M310116
For Tax Map ID(s): 02 0155 A

Lot 11 and the Northeast part of Lot 12 of Foxboro Road, per plat thereof recorded In Plat Book 41

Page 49 of the St. Louis County Recorder's Office, State of Missouri, that portion of Lot 12 being described as follows: Beginning at the most Northern corner of said lot 12 in the Southeast line of Foxboro Road, South 38 degrees 37 1/2 minutes West 45 feet to a point; thence South 35 degrees 34 1/2 minutes East 130.64 feet to a point in the Southeast line of said Lot 12; thence along said lot line, North 61 degrees 52 minutes East 56.75 feet to the most Eastern corner of Lot 12; thence along the Northeast line of said Lot, North 40 degrees 28 minutes West 150.81 feet to the point of beginning. EXCEPTING THEREFROM that part conveyed to the State of Missouri, by instrument recorded In Book 4357 Page 167.

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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.
5. If the closing for the subject property is to be conducted by the Company, all funds due from the purchaser or purchaser's lender must be in the form of a Cashier's Check, Certified Check or wire transfer. If any part of the sale proceeds is required for the payoff of existing mortgages, or other liens, then such funds must be in the form of a wire transfer.

The above applies to all closings unless specific arrangements are made with the Company. Due to the Company's lack of control of electronic funds transfers through the Federal Reserve System, the Company cannot accept financial responsibility for any delays in the clearing of wire transferred funds.

6. In the event any party to the transaction contemplates the use of a Power of Attorney, the Company requires that the proposed Power of Attorney form be submitted for approval not less than three (3) business days prior to the scheduled closing. The Company may then make additional requirements or exceptions to this Commitment.
7. If requested by the Company, provide evidence satisfactory to the Company that the improvements located on the subject property do not or will not consist of a house trailer, mobile home or manufactured housing unit.
8. If there has been construction, improvements or repairs to or upon the subject property within the last twelve (12) months, neither this commitment, nor any policy of title insurance issued pursuant to this commitment, will insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

The Company may provide, but is not obligated to provide, such insurance upon the lender, builder or owner making satisfactory arrangements with the Company for the furnishing for review of final affidavits, lists of contractors and suppliers, schedule of disbursements, final waivers of lien, and other information and indemnities that the Company may require. The Company will charge a to be determined fee for such a review. If such insurance is to be requested or required, the Company must be informed of same prior to any closing.

Should any portion of the loan proceeds secured by any Deed of Trust to be insured hereunder be used for construction, improvements or repairs, the Company must be notified in writing, and hereby reserves the right to add additional requirements or exceptions to this commitment. Failure to notify the Company in writing before closing will invalidate any mechanic's lien coverage given by the policy.

9. Section 381.022.5 RSMo (effective 08/28/2016) requires, in part, that a title insurer, title agency or title agent may

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SCHEDULE B, PART I - Requirements (continued)

not act as an escrow, settlement, or closing agent in a residential real estate transaction unless, as part of the same transaction, the title agency or title agent issues a commitment, binder, or title insurance policy, and Closing Protection Letters (CPL) have been issued protecting the buyer/lender and seller interests.

The statute does not specifically define the CPL, but each title underwriter has filed with the Missouri Department of Insurance a form CPL which generally indemnifies a buyer, lender or seller solely against losses, not to exceed the amount of the settlement funds, only because of the following acts of the title agency or title agent: (a) acts of theft of settlement funds or fraud with regard to settlement funds; and (b) failure to comply with written closing instructions by the proposed insureds when agreed to by the title agency or title agent relating to the title insurance coverage.

The issuance of the CPL is mandatory, and the statute does not permit any waiver of the protections provided by the CPL by any party to the transaction.

Each CPL has a fee of \$25.00.

10. Original "wet ink" signatures for all documents to be recorded, or digital reproductions of "wet ink" signatures on other documents, shall be required for all documents that require a signature, unless such requirement is expressly waived by the Company. Under no circumstances shall the use of e-mails, text messages or other electronic communications constitute an agreement to accept electronic or computer generated signatures with respect to the transaction contemplated by this commitment.
11. The Company has prepared this Commitment assuming the issuance of a standard form ALTA 2021 owner and/or lender policy without any endorsements. The prospective owner and/or lender must notify the Company in writing not less than ten (10) business days prior to closing if the owner and/or lender requires any specific endorsement(s) to the policy. The Company may then make additional requirements or exceptions to this Commitment.
12. If the proposed insured elects to obtain a Surveyor's Real Property Report of the subject land, in lieu of a survey prepared in accordance with Missouri Minimum Standards for Property Boundary Surveys, also known as a boundary or stake survey, the following exception will appear in Schedule B of the Owner's Policy when issued:

Any discrepancies between the actual boundaries of the land and the apparent boundaries as indicated by fences, plantings or other improvements.
13. 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.
14. Any documents requiring notarization to be tendered to Company that will not be notarized by a notary public appointed by the State of Missouri must be delivered for review no less than 72 hours prior to closing
15. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
16. **The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to**

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SCHEDULE B, PART I - Requirements
(continued)

approval by the Company, entered as the amount of the Policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this Commitment, the amount of the requested Policy will be assumed to be \$5000.00, and the total liability of the Company on account of this Commitment shall not exceed that amount, until such time as the actual amount of the Policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable charges for same shall have been paid.

17. **Warranty Deed executed by Tinsley Atwood and Gustave J. Saeetele, and spouses if any to City of Ladue.**

NOTE: The spouse of any record owner must join or assent to any conveyance contemplated by this commitment.

NOTE: Attention is directed to the fact that a "Certificate of Value" must be fully executed, signed and presented with all deeds of conveyances for recording for the Counties of Jackson County, St. Louis County and St. Louis City and St. Charles County.

18. **Deed of Trust executed by City of Ladue to Trustee for Lender as shown on Item 2(b) of Schedule A herein.**

Note: If Lender does not have a Trustee for Missouri Deeds of Trust, then Lender may use the following Trustee: Hanley Forsyth Trustee, Inc., 7701 Forsyth Blvd., Suite 200, Clayton, Missouri, 63105.

NOTE: The spouse of any record owner must join or assent to any Deed of Trust contemplated by this commitment.

19. **Furnish for recordation a Satisfaction or Release of the Deed of Trust that secures a debt:**

Dated: July 2, 2015

Filed: July 7, 2015

Book/Page: Book 21580, Page 2477

Pd @ close

Mortgagor: Gustave J. Saeetele and Tinsley Atwood, husband and wife, by his attorney in fact Tinsley Atwood, acting individually and pursuant to rights and power of attorney recorded herewith of even date

Trustee: M, L & L Foreclosure Services, Inc.

Mortgagee: Mortgage Electronic Registration Systems, Inc. (MERS), as nominee for Bank of America, N.A.

Amount: \$245,600.00

By instrument recorded July 16, 2021 under Book 24994, Page 4368, the foregoing Deed of Trust and note secured thereby were assigned to Bank of America, N.A..

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: Gustave J. Saeetele

Recording Date: September 2, 2022

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ALTA Commitment for Title Insurance w-MO Mod (07/01/2021)



SCHEDULE B, PART I - Requirements
(continued)Recording No.: 2022090200022

20. Compliance with the terms, provisions, stipulations, etc., contained in the property settlement agreement and Decree of Dissolution by and between Gustave Saettele and Tinsley Atwood rendered in Cause No. 19SL-DR04781 filed on October 25, 2022 in the Circuit Court of the County of Saint Louis, State of Missouri.

- INTENTIONALLY DELETED

21. An Affidavit stating the judgment for installment payments of spousal and/or child support are current and up to date, to be made by:

Payor: Gustave Saettele
Payee: Tinsley Atwood
Date entered: October 25, 2022
County: St. Louis
Court: Circuit
Case No.: 19SL-DR04781

Aff @ Close

22. Furnish for recordation a Satisfaction or Release of the judgment, for the amount shown below, and any other amounts due:

Amount: \$2,000.00
Debtor: Gustave Saettele and Tinsley Atwood
Creditor: Robert Hamilton, G.A.L.
Date entered: May 31, 2023
County: St. Louis
Court: Circuit
Case No.: 19SL-DR04781

Pd @ Close

23. Release of Mechanic's Lien filed in the Circuit Court of Saint Louis, County, Missouri, under Mechanic's Lien Number 21SL-ML00050, in the amount of \$39,482.38.

Pd @ Close

24. Furnish for recordation a Satisfaction or Release of the judgment, for the amount shown below, and any other amounts due:

Amount: \$39,482.38 and any additional fees and interest
Debtor: Gustave J. Saettele and Tinsley Atwood
Creditor: Belfor USA Group, Inc.
Date entered: September 13, 2022
County: St. Louis
Court: Circuit
Case No.: 21SL-CC05052

Pd @ Close

25. The acquisition of the Land by the City of Ladue, a Municipal Corporation, must be authorized by an Ordinance of the Ladue City Council, passed in conformity with the City Charter.

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SCHEDULE B, PART I - Requirements
(continued)

26. **Pay any unpaid Subdivision Assessments, if any.**
27. **Pay any unpaid Sewer Assessments, if any.**
28. **Pay unpaid general and/or Special Taxes by the City of Ladue, if any.**

NOTE: The following is provided for informational purposes only. While we have obtained this information from sources we consider to be reliable, we do not guarantee its accuracy. You should contact the Assessor's Office to verify the information.

Parcel Number: 19M310116
Property Address: 12 Foxboro Rd, Saint Louis, MO 63124
Assessed: Residential
Assessed Values: \$72,150.00
County Tax Rate: 6.7362
City Tax Rate: .8470 (included)

2023 General taxes are paid in the amount of \$4,860.16. 2024 paid

The following deeds affecting said land were recorded within 24 months of the date of this report.

General Warranty Deed recorded July 7, 2015 in Book 21580 page 2471 executed by James E. Godfrey, Jr., a married person acting individually and pursuant to Assent to Execution of Deeds and Waiver of Marital Rights recorded of even date herewith to Tinsley Atwood and Gustave J. Saettele, husband and wife.

NOTE: The company performed a 24 month ownership chain of title and any transfers found are noted or if none in the last 24 months the vesting deed is noted.

END OF REQUIREMENTS**NOTES****END OF NOTES****END OF SCHEDULE B, PART I**

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity 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.

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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. 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. Rights or claims of parties in possession not shown by the public records.
3. Easements, liens or encumbrances, or claims thereof, 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 land survey of the Land.
- ~~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. All assessments and taxes for the year 2024 and all subsequent years for the County of Saint Louis and the City of Ladue. **NND&P**
7. Building lines, restrictions, utility, drainage, storm sewer, sanitary sewer, and waterline easements shown on the plat recorded in Plat Book 41 page 49.
8. Covenants, conditions and restrictions, including a provision for assessments, contained in the instrument recorded in Book 2197 page 206, Book 2185 page 339, Book 2847 page 79, Book 11207 page 2169, Book 19168 page 1857.
9. Easement granted to St. Louis County Water Company by the instrument recorded in Book 2292 page 33.
10. Easement granted to Laclede Gas Company by the instrument recorded in Book 2374 page 500.
11. Easement granted to the Metropolitan St. Louis Sewer District by the instrument recorded in Book 23411 page 610.
12. Subdivision assessments, if any. **NND&P**
13. Sewer assessments, if any. **NND&P**
14. Rights of parties in possession or with an equitable interest under any unrecorded instruments, including (without limitation) leases, month-to-month tenancies, contracts for deed or installment sale contracts.

END OF SCHEDULE B, PART II

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FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "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.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of 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;
 - 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity 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.

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(continued)

- e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. 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 IS 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 closing, settlement, escrow, or any other purpose.
- 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. CLAIMS PROCEDURES**
- This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
- ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION – INTENTIONALLY DELETED**

END OF CONDITIONS

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Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective July 1, 2024

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information);
- biometric data (e.g. fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics, and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Texas Residents: For additional information about your Texas consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy

notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Closing Date: December 31, 2024
File No.: SEC2403847
Seller(s): Tinsley Atwood and Gustave J Saettele
Purchaser(s): City of Ladue
Property: 12 Foxboro Rd, Saint Louis, MO 63124

The property is legally described as follows ("Property"):

For APN/Parcel ID(s): 19M310116
For Tax Map ID(s): 02 0155 A

Lot 11 and the Northeast part of Lot 12 of Foxboro Road, per plat thereof recorded In Plat Book 41 Page 49 of the St. Louis County Recorder's Office, State of Missouri, that portion of Lot 12 being described as follows: Beginning at the most Northern corner of said lot 12 in the Southeast line of Foxboro Road, South 38 degrees 37 1/2 minutes West 45 feet to a point; thence South 35 degrees 34 1/2 minutes East 130.64 feet to a point in the Southeast line of said Lot 12; thence along said lot line, North 61 degrees 52 minutes East 56.75 feet to the most Eastern corner of Lot 12; thence along the Northeast line of said Lot, North 40 degrees 28 minutes West 150.81 feet to the point of beginning. EXCEPTING THEREFROM that part conveyed to the State of Missouri, by instrument recorded In Book 4357 Page 167.

The Purchaser/Borrower acknowledges the following as conditions precedent to and that Security Title, a div. of Fidelity National Title Company, LLC and its underwriters ("Title Company") shall justifiably rely on the provisions of this Closing Compliance Agreement ("Agreement"), in issuing title insurance policy(ies) with respect to the Property and engaging in the escrow closing with respect to this transaction ("Closing"). The Purchaser/Borrower shall indemnify, defend and hold Title Company harmless from and against any loss, costs or damage (including court costs and attorneys' fees and expenses) resulting from inaccuracies contained herein or in the Closing Documents (as hereinafter defined) or failure to comply with the provisions of this Agreement in any respect.

In addition, the Purchaser/Borrower authorizes the Title Company to review my Closing Documents (as hereinafter defined), which may contain non-public personal information, with or in the presence of (a) (i) the Seller and (ii) Seller's real estate agent(s) or broker(s), (b) the Purchaser/Borrower's (i) lender, (ii) attorney, (iii) accountant, (iv) attorney in fact, (v) officers, (vi) agents, (vii) personal representative or (viii) real estate agent(s) or broker(s), (c) Title Company personnel, and (d) the Seller's title company, if different from Title Company. Furthermore, the Purchaser/Borrower authorizes the Title Company to distribute a copy of the Purchaser/Borrower's Settlement Statement (a) to the real estate agent(s) or broker(s) involved in the transaction, (b) to the Purchaser/Borrower's (i) lender and (ii) attorney or accountant and (c) the Seller's title company, if different from the Title Company.

1. SETTLEMENT AGENT

Title Company and its employee(s) may be acting as a closing agent in your Transaction, including (without limitation) the preparation of this Agreement, some of the documents referenced below, and any other affidavits or other instructions provided by either the Seller, the Purchaser/Borrower or the Purchaser/Borrower's lender ("Closing Documents") including (without limitation) the following:

- Closing Compliance form
- Settlement statement
- Closing Protection Letter
- T-1 Title Insurance Premium Disclosure
- Privacy Statement
- Notary Log
- COV
- Marked up binder

Initials: _____ / _____

MISSOURI PURCHASER CLOSING COMPLIANCE AGREEMENT

(continued)

Other than its obligations hereunder and as closing agent for the Transaction, Title Company has no other duties or obligations to the Purchaser/Borrower. Title Company has not, and may not express any opinion regarding, the legal effects of the Closing Documents or the Closing. The Purchaser/Borrower has read all of the Closing Documents applicable to the Purchaser/Borrower, and carefully examined each for completeness, adequacy and accuracy. The Title Company has addressed all of Purchaser/Borrower's questions with respect to the Closing Documents, applicable to the Purchaser/Borrower. Title Company shall not be liable to Purchaser/Borrower for any Title Company acts or omissions unless taken or suffered in bad faith, in willful disregard of Title Company's duties, or involving gross negligence.

2. SALE CONTRACT

The contingencies in favor of the Purchaser/Borrower set forth in the contract for sale (or similarly titled document) with respect to the Property which sets forth the provisions governing this Transaction ("Sale Contract") have been waived or complied with, in full. There are no oral or written agreements with the seller under the Sale Contract ("Seller") other than those set forth in the Sales Contract. The property specified in the Sale Contract is the Property. The only real estate agent providing services on behalf of the Buyer with respect to the Property and the Transaction is with .

3. PAYOFFS

As a requirement of Closing, Title Company may be requested to payoff one (1) or more deed of trusts, mortgages, liens or other debts ("Debts"). Title Company does not guarantee the creditors' acceptance of the payoff figure(s) (as shown in the Closing Documents) of such Debts.

Title Company does not guarantee the Seller's lender or other creditor will provide an acceptable and recordable satisfaction of the Debt(s).

4. ASSESSMENT, TAXES, LIENS AND UTILITY PRO-RATIONS

The Purchaser/Borrower shall pay all assessments (whether in accordance with a subdivision indenture or pursuant to governmental authority) real estate taxes, liens and utilities ("Pro-Rated Items") associated with the Property (i) that are the Purchaser/Borrower's obligations under the Sale Contract, (ii) as required by the lender in such Transaction, (iii) or as required by Title Company. Further, the Seller and Purchaser/Borrower acknowledge and accept full responsibility for compliance with all governmental requirements including (without limitation) payment of Pro-Rated Items.

The Purchaser/Borrower acknowledges that Title Company receives written or verbal information on assessments of Pro-Rated Items from homeowners or condominium associations, governmental entities, utilities or vendors who supply such information. Title Company does not guarantee the accuracy of the information provided to Title Company with respect to Pro-Rated Items. If the information received is inaccurate, the Seller and Purchaser/Borrower shall cooperate and the Purchaser/Borrower shall pay all amounts due (i) that are the Purchaser/Borrower's obligation under the Sale Contract, or (ii) as required by the lender in such Transaction.

Pro-Rated Items (and the underlying bills or assessments to the Pro-Rated Items) are ultimately the responsibility of the Seller and Purchaser/Borrower. All disputes regarding Pro-Rated Items shall be handled outside of Closing, unless Title Company is specifically notified of Pro-Rated Items that are to be handled as part of the Closing. The Seller and Purchaser/Borrower shall cooperate with all parties and the Purchaser/Borrower shall pay all Pro-Rated items that are the Purchaser/Borrower's obligation under the Sale Contract.

If a dispute arises with respect to payment for services rendered to the Property prior to the Closing, from any utilities, homeowners or condominium associations, or governmental units other than the Pro-Rated Items ("Non-Prorated Items"), Purchaser/Borrower and its selling agent shall look solely to the Seller or the Seller's listing agent for payment for such services to the Property for the Non-Prorated Items.

The Purchaser/Borrower is encouraged to contact all utilities following closing to insure that the utilities are transferred into the name of the Purchaser/Borrower.

Taxes, any other credits and escrows shall be pro-rated (i) in accordance with the Sale Contract, (ii) as required by the lender, or (iii) as required by Title Company. Title Company receives the tax figures in writing or verbally from the relevant governmental unit(s), County, City or from vendors who supply the information. The Seller and Purchaser/Borrower hereby acknowledge that property in Missouri is periodically reassessed as provided by law. As a result, there may be an increase or decrease in the amount of real estate taxes depending upon the revised value and/or the tax rate placed upon the Property. Taxes have been prorated at this Closing on the basis of the assessed valuation and tax rate in accordance with the Sale Contract. Title Company does not guarantee the accuracy of the tax information received. The Seller and Purchaser/Borrower acknowledge that Title Company has disclosed that potential changes in the taxes as a result of the reassessment and that Title Company shall not be responsible for any adjustment of the taxes as a result of any changes in the value of the Property pursuant to the reassessment and/or change in the tax rate. The Purchaser/Borrower hereby releases Title Company from any obligation or liability should the actual tax figures differ in any way.

Initials: _____ / _____

MISSOURI PURCHASER CLOSING COMPLIANCE AGREEMENT

(continued)

There is no guarantee that the current year's taxes will reflect Purchaser/Borrower's ownership of the Property or that the tax rate and assessment at the end of the year will be the same as the amounts used in this Closing.

Please understand the following, if applicable:

- ☐ As of the Closing, according to the records of the Assessor's office for the county in which the Property is located, the Property is exempt from taxation.
- ☐ As of Closing, the real estate taxes on this Property are assessed on the lot only without a structure. The real estate taxes may be subsequently adjusted or additional tax bills may be forthcoming for the period after completion of the structure. Any additional real estate taxes so imposed will be the responsibility of the Purchaser/Borrower.
- ☐ As of Closing, the real estate taxes are assessed on more property than the Property conveyed.
- ☐ The Seller and Purchaser/Borrower have agreed upon a different allocation of real estate taxes other than the allocation specified in the Sale Contract.
- ☒ Not applicable.

NOTE: If the Purchaser/Borrower is not escrowing for the payment of real estate taxes with their lender, the Purchaser/Borrower must contact the appropriate governmental unit(s) to obtain copies of tax statements and payment schedules.

5. SURVEY

If Purchaser/Borrower has elected not to order or obtain a boundary and improvement survey (sometimes called a staked survey) ("Survey") for the Property, the Purchaser/Borrower understands the Purchaser/Borrower has no protection against encroachments or easements onto or off of the Property or adjoining properties, nor protection from any violation, which an accurate Survey would have disclosed.

6. CLOSING FUNDS

The Seller and the Purchaser/Borrower understand that (a) the funds received by Title Company will be deposited in an escrow account maintained by Title Company at an FDIC insured depository institution(s); (b) no interest will be paid to the Seller and the Purchaser/Borrower on the funds in the escrow account; and (c) Title Company and its affiliates may receive direct or indirect benefits from such depository institution(s) as a result of the aggregated balances in such account and other accounts established by Title Company or its affiliates. No one (other than Title Company or its affiliates) shall have any interest or right to such benefits.

The Purchaser/Borrower understands that the Federal Deposit Insurance Corporation's (FDIC) coverage applies only to a cumulative maximum amount of Two Hundred Fifty Thousand And No/100 Dollars (\$250,000.00) for each individual depositor for all of the depositor's accounts at the same depository institution. The Title Company assumes no responsibility for nor will the Purchaser/Borrower hold the Title Company liable for, any loss occurring which arises from the fact that the funds deposited in the Title Company's escrow account may cause the aggregate amount of the Purchaser/Borrower's accounts at that depository institution to exceed Two Hundred Fifty Thousand And No/100 Dollars (\$250,000.00) and that the excess amount is not insured. The Purchaser/Borrower also understands that certain banking instructions such as, without limitation, repurchase agreements are not covered at all by such insurance.

7. ERRORS AND OMISSIONS

The Purchaser/Borrower shall cooperate and adjust for clerical errors or oversights on any of the Closing Documents, if requested by the lender or Title Company. This includes (without limitation) typographical errors, omissions, missed or incorrect fees or expenses, verifications or similar mistakes.

The Seller and Purchaser/Borrower hereby acknowledges (and to the extent necessary, hereby authorizes) that Title Company has requested and received and may request and receive information on the Purchaser/Borrower's behalf from many parties, including (without limitation) lenders, mortgagees and creditors as the information pertains to the Property and/or the Closing. These requests are expressly made for the purpose of investigating matters as needed either before or after Closing. The Purchaser/Borrower hereby releases Title Company from any liability arising from any action, notice, request, waiver or other document believed to be genuine and received and relied on in good faith by Title Company in the Closing.

8. VESTING

The Purchaser/Borrower has instructed Title Company to establish title to the Property in the following manner: City of Ladue.

Please acknowledge that the above vesting is correct: _____ / _____

Initials: _____ / _____

MISSOURI PURCHASER CLOSING COMPLIANCE AGREEMENT

(continued)

9. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT

The Foreign Investment in Real Property Tax Act, Title 26 U.S.C., Section 1445, and the regulations thereunder ("FIRPTA"), provide in part, that a transferee (buyer) of a U.S. real property interest from a foreign person must withhold a statutory percentage of the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service (IRS) within twenty (20) days after the transfer. Title Company will not determine nor aid in the determination of whether the FIRPTA withholding provisions are applicable to the Transaction, nor act as a Qualified Substitute under state or federal law, nor furnish tax advice to any party to the transaction. Title Company will not determine nor aid in the determination of whether the Transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the IRS as they relate to FIRPTA, nor be responsible for collecting and holding of any documentation from the Purchaser/Borrower or Seller on the Purchaser/Borrower's behalf for the purpose of supporting a claim of an exception or exemption. Title Company is not an agent for the Purchaser/Borrower for the purposes of receiving and analyzing any evidence or documentation that the Seller in the Transaction is a U.S. citizen or resident alien. Title Company is not responsible for the payment of this tax and/or and penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by the Purchaser/Borrower's policy of title insurance. Title Company is not responsible for the completion of any IRS documents or related forms related to FIRPTA. Purchaser/Borrower must (i) independently make a determination of whether the Transaction is subject to the withholding requirement; (ii) bear full responsibility for compliance with the withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction; and (iii) be responsible for the completion of any and all forms, including (but not limited to) applicable IRS documentation, and the mailing of those forms. If the Purchaser/Borrower authorizes Title Company to provide Purchaser/Borrower's confidential, non public information to Seller to assist in the preparation of IRS documents, Purchaser/Borrower releases Title Company from and Title Company shall have no liability deriving therefrom. The Purchaser/Borrower is advised any forms, documents, or information received from Title Company are not tax or legal advice and should not be construed as such nor treated as a complete representation of FIRPTA requirements. Purchaser/Borrower should seek outside counsel from a qualified individual to determine any and all implications of FIRPTA.

FIRPTA acknowledgment: _____ / _____

Initials: _____ / _____

MISSOURI PURCHASER CLOSING COMPLIANCE AGREEMENT

(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

PURCHASER(S)/BORROWER(S):

City of Ladue

BY: _____
Nancy Spewak
Mayor

Date

Date

Date

Date

Mailing Address (if different from property):

9345 Clayton Road

Saint Louis, MO 63124

Daytime Phone: _____

Evening Phone: _____

Email: _____

Our company will email your Owner's policy and Recorded Conveyance Deed within thirty (30) days to the email address provided on this form unless otherwise instructed.

TITLE COMPANY:

Security Title, a div. of Fidelity National Title Company, LLC



Signature

Date

By: Karen Taylor
Print Name

Its: Escrow Officer
Print Title

Initials: ____ / ____

Name of Notary: _____
File No.: SEC2403847
Buyer(s)/Borrower(s): City of Ladue
Date Notarized: December 31, 2024
Document Date: _____
Property: 12 Foxboro Rd, Saint Louis, MO 63124

Identification of Signor:

- ☐ Personally Known by the Notary _____
☐ ID Cards - Describe each card below

Place of Notarization:

_____ of _____, _____

Document Kind or Type:

Service of Notary:

☒ Acknowledgment ☐ Jurat ☐ Oath ☐ Other _____

Name and Address of each signer:

City of Ladue
9345 Clayton Road
Saint Louis, MO 63124

NOTARY INFORMATION
BUYER/BORROWER
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

City of Ladue

BY: _____
Nancy Spewak
Mayor

Date

Date

Date

Date

NOTE: This document is for informational purposes for File No. SEC2403847 and is not intended to replace the need of the signer to execute the Notary's permanently bound journal, where required.

WARRANTY DEED

THIS DEED, dated as of _____ day of _____, _____, WITNESSETH, that **Tinsley Atwood, a single person and Gustave J Saettele, a single person**, whose mailing address is **7 Westridge Court, Saint Louis 63124**, Grantor(s), for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD VALUABLE CONSIDERATIONS, does by these presents, GRANT, BARGAIN AND SELL, Convey and Confirm unto **City of Ladue**, whose mailing address is **9345 Clayton Road, Saint Louis, MO 63124**, Grantee(s), his/her/their heirs, successors and assigns, the following described land situated in **Saint Louis County, Missouri**:

For APN/Parcel ID(s): 19M310116

For Tax Map ID(s): 02 0155 A

Lot 11 and the Northeast part of Lot 12 of Foxboro Road, per plat thereof recorded In Plat Book 41 Page 49 of the St. Louis County Recorder's Office, State of Missouri, that portion of Lot 12 being described as follows: Beginning at the most Northern corner of said lot 12 in the Southeast line of Foxboro Road, South 38 degrees 37 1/2 minutes West 45 feet to a point; thence South 35 degrees 34 1/2 minutes East 130.64 feet to a point in the Southeast line of said Lot 12; thence along said lot line, North 61 degrees 52 minutes East 56.75 feet to the most Eastern corner of Lot 12; thence along the Northeast line of said Lot, North 40 degrees 28 minutes West 150.81 feet to the point of beginning. EXCEPTING THEREFROM that part conveyed to the State of Missouri, by instrument recorded In Book 4357 Page 167.

Locator No.: 19M310116

Commonly known as: 12 Foxboro Rd, Saint Louis, MO 63124

Subject to easements, reservations, restrictions, and covenants, if any, of record. Subject to additional restrictions as stated in the Model Deed Restrictions attached hereto as Exhibit "A".

TO HAVE AND TO HOLD The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto said Grantee, and unto his/her/their heirs, successors and assigns forever; said Grantor does hereby covenant that he/she/they is/are lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that he/she/they has/have good right to convey the same; that said premises are free and clear from any encumbrance done or suffered by him/her/them or those under whom he/she/they claim(s), and that he/she/they will warrant and defend the title to said premises unto said Grantee unto his/her/their heirs, successors and assigns forever, against the lawful claims and demand of all persons whomsoever.

IN WITNESS WHEREOF, said Grantor(s) has/have hereunto set his/her/their hand(s) the day and year last above written.

Tinsley Atwood

Gustave J Saettele

STATE OF _____

COUNTY OF _____

On the 31st day of December, 2024, before me, a Notary Public in and for said State, personally appeared Tinsley Atwood, a single person.

Witness my hand and seal

Notary Public

My Commission Expires: _____

(SEAL)

STATE OF _____

COUNTY OF _____

On the 31st day of December, 2024, before me, a Notary Public in and for said State, personally appeared Gustave J Saettele, a single person.

Witness my hand and seal

Notary Public

My Commission Expires: _____

(SEAL)