



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

Issuing Agent: First American Title Insurance Company  
Issuing Office: 2820 Arizona Avenue, Joplin, MO 64804  
Issuing Office's ALTA® Registry ID: 0001674

**Inquiries Should Be Directed To:**

Scott Lauridsen  
Phone: (417)726-4465  
Email: slauridsen@firstam.com  
Commitment Number: 1657177  
Issuing Office File Number: 1657177  
Property Address: 4206 Swede Ln, Joplin, MO 64801  
Revision Number:

**SCHEDULE A**

1. Commitment Date: June 10, 2024 at 8:00 a.m.
2. Policy to be issued:
  - a. ALTA® Standard Owner's Policy  
Proposed Insured: To Be Determined  
Proposed Amount of Insurance: \$1,000.00  
The estate or interest to be insured: See Item 3 below
  - b. ALTA® Standard Loan Policy  
Proposed Insured: To Be Determined  
Proposed Amount of Insurance: \$TBD  
The estate or interest to be insured: See Item 3 below
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](#):  
  
Brenda Kay Fahmy and Samir Fahmy, wife and husband
5. The Land is described as follows:  
  
See Exhibit A attached hereto and made a part hereof

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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; and Schedule B, Part II—Exceptions*

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**First American Title Insurance Company**

By:

**Authorized Signatory**

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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. Obtain and submit to the Company for recording a Warranty Deed from Brenda Kay Fahmy and Samir Fahmy, wife and husband, to To Be Determined.
6. Obtain and submit to the Company for recording a Deed of Trust/Mortgage from To Be Determined, to To Be Determined, in the amount of \$TBD.
7. Obtain for recording a full release/satisfaction of the following:

A Deed of Trust/Mortgage to secure an original indebtedness of \$35,000.00 recorded October 05, 2006 as Document No. [06-20409](#) in Book 2013 at Page 87 of Official Records.

Dated: September 13, 2006  
Trustor/Mortgagor: Brenda K. Fahmy and Samir Fahmy, wife and husband  
Trustee/Mortgagee: Richard L. Martin, M, L&L Foreclosure Services Inc., Trustee  
for Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Bank, N.A.

A Subordination Agreement recorded March 09, 2015 as Document No. [15-03188](#) in Book 2353 at Page 787 and Re-recorded May 22, 2015 as Document No. [15-07490](#) in Book 2361 at Page 951 provides that the lien or charge of the Deed of Trust recorded October 05, 2006 as Document No. [06-20409](#) in Book 2013 at Page 87 was subordinated to the lien or charge of the Deed of Trust recorded March 09, 2015 as Document No. [15-03187](#) in Book 2353 at Page 771.

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8. Obtain for recording a full release/satisfaction of the following:

A Deed of Trust/Mortgage to secure an original indebtedness of \$36,871.00 recorded March 09, 2015 as Document No. [15-03187](#) in Book 2353 at Page 771 of Official Records.

Dated: February 09, 2015  
Trustor/Mortgagor: Samir Fahmy and Brenda Kay Fahmy, husband and wife  
Trustee/Mortgagee: M L & L Foreclosure Service Inc., Trustee for Bank of America,  
N.A.

9. Despite any provision in the purchase contract or closing instructions requiring coverage for unfiled mechanic's liens, in the event there has been construction, improvements or repairs to or on the Land in the last 12 months, or 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 Land is 1-4 family residential and we are being asked to extend mechanic's lien coverage (through date downs or otherwise) on a construction loan, a Mechanic's Lien Indemnity Agreement secured by a satisfactory Letter of Credit will need to be furnished to the company. If the transaction is not a residential construction loan or a sale of "residential real property" (as defined by Section 429.016 RSMO) to a bona fide purchaser which would entitle the owner to utilize Section 429.016.1 to 429.016.31 RSMO, either the aforesaid secured indemnity or satisfactory financial statements, indemnities, affidavits and possibly lien waivers, will need to be furnished to the company. Failure to notify the company in writing before closing will invalidate any mechanic's lien coverage given in the policy.

If the transaction is a sale covered by Section 429.016.1 to 429.016.31, that is, (1) the Land is not-owner occupied - unless it is residential real property of five or more units; and (2) the Land is considered "residential real property" as defined in the statute; and (3) the purchaser is a bona fide purchaser for value, then the following requirements must be met for mechanic's lien coverage:

1. The owner must record a Notice of Intended Sale satisfactory to the Company in all counties in which the Land is located not less than 45 days prior to the intended closing date;
2. The actual closing date cannot be earlier than the intended closing date set forth in the above Notice;
3. If the actual closing date is more than 90 days after the date of the recording of the Notice, proof satisfactory to the Company that the owner had a contract with a subcontractor or supplier as of the date the Notice was recorded must be furnished;
4. If the Land is 1-4 family, proof satisfactory to the Company that the Land is not owner occupied;
5. Recorded Notices of Rights, if any, are addressed to the satisfaction of the Company;
6. The owner (and spouse, if any) executes the Company's Construction Lien Indemnity Agreement

10. Provide this Company with a properly executed and completed Owner's Affidavit.

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NOTE: In addition to the above, the following information must be furnished this Company.

- (1) Proof of payment of unpaid assessments or charges for sewer services, if any.
- (2) Proof of payment of unpaid assessments by trustees of said subdivision, if any.
- (3) Proof of payment of unpaid General or Special Taxes by any taxing authority, if any.
- (4) Proof of payment of delinquent real estate taxes, if any.

**Please read the exceptions and the terms shown or referred to herein carefully. The exceptions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be read carefully.**

CLOSING INFORMATION NOTE: If the closing for the subject property is to be conducted by this Company, 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 sale proceeds of any "payoffs" pursuant to the closing require "Good Funds" then monies by us for such must be by 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.

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NOTE: State of Missouri, County of Jasper recording information:

Recording Fees are \$24.00 for the first page and \$3.00 each additional page thereafter per Document.

NOTE: This company E-Records all documents in Missouri counties where available. There is an E-Recording Fee of \$2.25 per document, which is in addition to the above county recording fees.

For additional recording fees for documents not listed, please call the recording department.  
Phone:(417)623-1553.

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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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encumbrance, violation, variation or adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), that would be disclosed by an accurate and complete land title survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law, unless such lien is shown by the Public Records at Date of Policy.
6. Taxes, or special assessments which are not shown as existing liens by the Public Records.
7. The lien of the general taxes for the year 2024, and thereafter.
8. Taxes for the fiscal year 2024, a lien not yet due or payable.

NOTE: For informational purposes only, we submit the following tax figures, property address, if known. We assume no liability for the correctness of same. Based upon information provided us by the public authorities.

Based upon 2023 figures  
Tax I.D. No.: 33-8407-0/16-6.0-23-000-000-008.000  
Assessed Value: \$21,460.00  
County Tax Rate: \$940.89 Paid 12-13-23  
DELINQUENT GENERAL TAXES: None

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9. Special Taxes or Assessments entered after the date hereof.
10. Easements, Restrictions and setback lines as per plat, recorded in Plat [Book 3 at Page 196](#).

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### EXHIBIT A

The Land referred to herein below is situated in the County of Jasper, State of Missouri, and is described as follows:

All of the North One-half (N½) of Lot Numbered Eleven (11) and All of Lot Numbered Twelve (12) in Midway Gardens, a Sub-division in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

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**ALTA COMMITMENT FOR TITLE INSURANCE**  
**issued by**  
**FIRST AMERICAN TITLE INSURANCE COMPANY**

**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, First American Title Insurance Company, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

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## 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; and
- f. Schedule B, Part II—Exceptions.

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**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.
- 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.

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- 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.

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