



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
CHICAGO 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, Chicago Title Insurance Company, a Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

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

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.

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- 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.

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- 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.
 - 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.

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

Issuing Agent: Kaiser Abstract Company
 Issuing Office: 111 S. State Street, Monticello, IL 61856 - 217-762-7041
 Issuing Office's ALTA® Registry ID: 0001003
 Loan ID No.:
 Commitment No.: 24-157
 Issuing Office File No.: 24-157
 Property Address: Willow Branch Township Real Estate, Piatt County, IL 61856

SCHEDULE A

1. Commitment Date: February 16, 2024 at 05:00 PM
2. Policy to be issued:
 - a. ALTA Owner's Policy (2021)
 Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 Proposed Amount of Insurance: \$ 500,000.00
 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: John Giuliani.

5. The Land is described as follows:

Tract 1: 08-33-18-005-002-00

Part of the North Half (N 1/2) of Section 33, Township 18 North, Range 5 East of the Third (3rd) Principal Meridian, Piatt County, Illinois, said tract being more particularly described as follows:

Beginning at the Northwest corner of the East Half (E 1/2) of the Northwest Quarter (NW 1/4) of said Section 33, running thence South 89 degrees 08 minutes 00 seconds East for 1250.00 feet; thence South 0 degrees 00 seconds 00 minutes East for 1463.45 feet; thence South 41 degrees 07 minutes 39 seconds East for 628.10 feet; thence South 35 degrees 39 minutes 49 seconds east for 884.00 feet; thence North 89 degrees 20 minutes 29 seconds west for 853.08 feet; thence North 89 degrees 06 minutes 38 seconds West for 1325.51 feet; thence North 0 degrees 00 minutes 00 seconds East for 2643.30 feet to the point of beginning, situated in the County of Piatt, State of Illinois and as shown on a plat of survey dated August 301, 983 by William c. Faulkner ILS #1940 recorded in Book 8 of plats at page 37 in the Office of the Recorder of Deeds of Piatt County, Illinois;

EXCEPT: Part of the East Half (E 1/2) of the Northwest Quarter (NW 1/4) of Section 33, Township 18 North, Range 5 East of the Third Principal Meridian, Piatt County, Illinois, said tract being more particularly described as follows:

Beginning at a point on the West line of the East Half (E 1/2) of the Northwest Quarter (NW 1/4) of said Section 33, said point being 1555.45 feet South of the Northwest corner of the East Half (E 1/2) of the Northwest Quarter (NW 1/4) of said

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SCHEDULE A
(Continued)

Section 33, running thence East for 300.00 feet; thence South for 435.60 feet; thence West for 300.00 feet; thence North for 435.60 feet to the point of beginning, situated in the County of Piatt, State of Illinois and as shown by plat of survey dated September 10, 1983 by William C. Faulkner ILS #1940 recorded in Book 8 at page 58 in the Office of the Recorder of Deeds of Piatt County, Illinois.

Tract 2: (08-33-18-005-006-00)

The Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) and the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section Thirty-three (33), Township Eighteen (18) North, Range Five (5) East of the Third Principal Meridian and the South 2.5 acres of even width of the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) and the South 2.5 acres of even width of the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) all in Section Thirty-three (33), Township Eighteen (18) North, Range Five (5) East of the Third Principal Meridian. Said premises being situated in Piatt County, Illinois.

Tract 3: (08-33-18-005-006-01)

The Northeast Quarter of the Southwest Quarter except the South 2.5 acres of even width thereof; and the Northwest Quarter of the Southeast Quarter, except the South 2.5 acres of even width thereof, all in Section Thirty-three (33) Township Eighteen (18) North, Range Number Five (5) East of the Third Principal Meridian in Piatt County, Illinois; ALSO: ACCESS EASEMENT over the West 32 feet of the Southeast Quarter or the Southwest Quarter of Section 33, Township 18 North, Range 5 East of the third Principal Meridian as recorded in Book 300 at page 330. Said premises being situated in Piatt County, Illinois.


Kaiser Abstract Company

By:


Renee Koyak, Manager

Chicago Title Insurance Company

By:


Michael J. Nolan
President

ATTEST:


Marjorie Nemzura
Secretary

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AMERICAN
LAND TITLE
ASSOCIATION



(24-157.PFD/24-157/1)



Chicago Title Insurance Company
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. 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.
6. The Company should be provided a statement from the borrower(s) relative to any mortgage shown on Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or post postponed payments or other restructuring of the debt secured by the mortgage.
7. Please send CPL requests, Prelim CDF requests and closing documents to rkoyak@kaiseraabstract.com.

NOTE: All incoming funds between \$500.00 and \$49,999.99 will need to be in the form of a cashier's check, anything \$50,000.00 or greater will need to be wired.

8. Upon issuance of the Final Mortgage Policy, an ALTA 22.06 Endorsement, ALTA 8.1 Endorsement and ALTA 9 Endorsement will be issued.
9. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
10. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

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:

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SCHEDULE B

(Continued)

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 Public Records.
3. Any Encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be The effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
8. Taxes for the year 2023, which are a lien although not yet due or payable.
9. Taxes for the year 2022 are in the total amount of \$1,212.36 - PAID
Property Tax No. 08-33-18-005-002-00.
Taxes for the year 2022 are in the total amount of \$1,634.76 - PAID
Property Tax No. 08-33-18-005-006-00.
Taxes for the year 2022 are in the total amount of \$1,969.26 - PAID
Property Tax No. 08-33-18-005-006-01.
10. Rights of the public, the State of Illinois, the County, the Township and the municipality in and to that part of the premises in question taken, used, or dedicated for roads or highways.
11. Rights of way for drainage ditches, drain tile, feeders, laterals, and underground pipes, if any, not shown of record.
12. Existing unrecorded farm leases, if any.
13. Financing statements, if any.
14. Reservation of the oil, gas and other minerals in an undivided 1/4 interest by Henry W. Moore and Constance H Moore in deed by them to Same And Elizabeth J. Armstrong dated 12/12/1966 and recorded 12/21/1966 in Volume 262 of Deeds at page 469 for the joint lifetimes of the said grantors.
(For Further important provisions see records.)
(Tract 1)
15. Access Easement recorded 10/03/1984 in Volume 317 of Deeds at page 209, see Termination of Access Easement recorded 06/08/2010 as Document No. 340284.
(For Further important provisions see records.)
(Tract 1)

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SCHEDULE B

(Continued)

16. Easement or passageway over the West 32 feet of the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section 33-18-5 E. 3rd. P.M., dated January 21, 1976, and recorded January 21, 1976, in Book 300 at page 330, given by Maurice E. Oakley and Gladys A. Oakley to Charles M. Oakley and Dorothy I. Oakley, their successors and assigns, for ingress and egress to lands directly North of the premises in question.
(For Further important provisions see records.)
(Tract 2)
17. Access Easement dated 01/21/1976 and recorded 01/21/1976 in Volume 300 of Deeds at page 330.
(For Further important provisions see records.)
(Tract 3)
18. The acreage stated in the legal description is for descriptive purposes only. Nothing in this commitment or in the Policy, when issued, should be construed as insuring against loss or damage due to the inaccuracy of the acreage or any discrepancy in the quantity of land so described.

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