

ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

AA5253-2302265

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago 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.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Countersigned By:

Attest:

Marjorie Nemzura, Secretary

Michael J. Nolan
Authorized Officer or Agent

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

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company 301 North Neil, Suite 304 Champaign, IL 61820 Main Phone: (217)356-0501 Email: champaign.il@ctt.com	Chicago Title and Trust Company 301 North Neil, Suite 304 Champaign, IL 61820 Main Phone: (217)356-0501 Main Fax: (217)351-2982

Name and Address of Title Insurance Agent: Meyer Capel Law Offices
306 West Church St., PO Box 6750
Champaign, IL 61820

Order Number: AA5253-2302265
Property Ref.: Reeder Family Living Trust

SCHEDULE A

1. Commitment Date: December 22, 2023
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: \$10,000.00
 - 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:
 - Reeder Family Living Trust under Agreement dated October 22, 1999

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SCHEDULE A
(continued)

5. The Land is described as follows:

Tract 4

For APN/Parcel ID(s): 05-01-14-100-003

PARCEL 1:

THE WEST 1/2 OF THE FOLLOWING DESCRIBED 100 ACRE TRACT OF REAL ESTATE:

THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 14 AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14; ALL IN TOWNSHIP 16 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN DOUGLAS COUNTY, ILLINOIS.

Tract 4

For APN/Parcel ID(s): 05-01-14-200-006

PARCEL 2:

THE EAST 1/2 OF THE FOLLOWING DESCRIBED 100 ACRE TRACT OF REAL ESTATE:

THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 14 AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14; ALL IN TOWNSHIP 16 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN DOUGLAS COUNTY, ILLINOIS.

Tract 3

For APN/Parcel ID(s): 05-01-15-100-003

PARCEL 3:

THE SOUTH 1/2 OF THE FOLLOWING DESCRIBED TRACT:

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 IN SECTION 15, TOWNSHIP 16 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN DOUGLAS COUNTY, ILLINOIS.

TRACT 1

For APN/Parcel ID(s): Part of 05-01-16-200-001

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SCHEDULE A
(continued)

Tract 1

PARCEL 4:

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 16 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN DOUGLAS COUNTY, ILLINOIS;

EXCEPTING THEREFROM THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 16 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DOUGLAS COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT AN EXISTING MAG NAIL MARKING THE NORTHEAST CORNER OF SAID SECTION 16; THENCE NORTH 89 DEGREES 41 MINUTES 10 SECONDS WEST 1190.46 FEET ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16 TO A MAG NAIL SET MARKING THE POINT OF BEGINNING; THENCE SOUTH 1 DEGREE 40 MINUTES 37 SECONDS WEST 232.00 FEET TO AN IRON PIN SET; THENCE SOUTH 89 DEGREES 43 MINUTES 58 SECONDS WEST 298.00 FEET TO AN IRON PIN SET; THENCE NORTH 0 DEGREES 46 MINUTES 57 SECONDS WEST 235.00 FEET TO A MAG NAIL SET ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE SOUTH 89 DEGREES 41 MINUTES 10 SECONDS EAST 308.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

For APN/Parcel ID(s): 05-01-16-300-003

Tract 2

PARCEL 5:

PART OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 16 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DOUGLAS COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 16, AS PER MONUMENT RECORD IN BOOK 1, PAGE 65 OF MONUMENT RECORDS, IN THE RECORDER'S OFFICE OF SAID COUNTY; THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 (BEARINGS BASED ON TRUE MERIDIAN DETERMINED BY SOLAR OBSERVATION) NORTH 89 DEGREES 46 MINUTES 24 SECONDS WEST 809.39 FEET TO THE CENTERLINE OF AN OPEN DITCH; THENCE NORTH 15 DEGREES 53 MINUTES 30 SECONDS EAST 60.31 FEET ALONG SAID CENTERLINE TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1408.79 FEET; THENCE NORTHERLY 648.31 FEET ALONG SAID CURVE AND CENTERLINE; THENCE NORTH 10 DEGREES 28 MINUTES 31 SECONDS WEST 1980.00 FEET ALONG SAID CENTERLINE TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE SOUTH 89 DEGREES 41 MINUTES 24 SECONDS EAST 1104.71 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 0 DEGREES 23 MINUTES 07 SECONDS EAST 2644.17 FEET ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 TO THE POINT OF BEGINNING, SITUATED IN DOUGLAS COUNTY, ILLINOIS.

For APN/Parcel ID(s): 05-01-23-200-001

Tract 5

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ALTA Commitment for Title Insurance (07/01/2021)



SCHEDULE A
(continued)

PARCEL 6:

Tract 5

BEGINNING AT A POINT 66.96 RODS WEST OF THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE IN A SOUTHERLY DIRECTION ALONG THE WEST LINE OF THE NOW EXISTING PUBLIC ROAD 74.76 RODS, THENCE WESTERLY 98.72 RODS TO THE WEST LINE OF THE NORTHEAST 1/4, THENCE IN A NORTHERLY DIRECTION 74.96 RODS, THENCE EASTERLY ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 95.45 RODS TO THE PLACE OF BEGINNING, SITUATED IN DOUGLAS COUNTY, ILLINOIS.

For APN/Parcel ID(s): 05-01-23-200-010**Tract 5**

PARCEL 7:

THE WEST 1/2 OF ALL THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DOUGLAS COUNTY, ILLINOIS, WHICH LIES WEST OF THE CENTER OF THE PUBLIC ROAD.

For APN/Parcel ID(s): 05-01-23-200-011**Tract 5**

PARCEL 8:

THE EAST 1/2 OF ALL THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DOUGLAS COUNTY, ILLINOIS, WHICH LIES WEST OF THE CENTER OF THE PUBLIC ROAD.

END OF SCHEDULE A

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Name and Address of Title Insurance Agent: Meyer Capel Law Offices
306 West Church St., PO Box 6750
Champaign, IL 61820

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. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
8. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**
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.

END OF SCHEDULE B, PART I

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Name and Address of Title Insurance Agent: Meyer Capel Law Offices
306 West Church St., PO Box 6750
Champaign, IL 61820

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:

General Exceptions

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **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.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **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.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
6. **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.**
7. 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.
8. Taxes for the years 2023 and 2024.

Taxes for the years 2023 and 2024 are not yet due or payable.

Permanent Tax No.: 05-01-14-100-003 (Affects part of the land)

Note: Taxes for the year 2022 amounting to \$2,844.90 are paid of record.

Garrett Township

9. Taxes for the years 2023 and 2024.

Taxes for the years 2023 and 2024 are not yet due or payable.

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SCHEDULE B, PART II - Exceptions
(continued)

Permanent Tax No.: 05-01-14-200-006 (Affects part of the land)

Note: Taxes for the year 2022 amounting to \$2,699.86 are paid of record.

Garrett Township

10. Taxes for the years 2023 and 2024.

Taxes for the years 2023 and 2024 are not yet due or payable.

Permanent Tax No.: 05-01-15-100-003 (Affects part of the land)

Note: Taxes for the year 2022 amounting to \$1,650.64 are paid of record.

Garrett Township

11. Taxes for the years 2023 and 2024.

Taxes for the years 2023 and 2024 are not yet due or payable.

Permanent Tax No.: 05-01-16-200-001 (Affects part of the land and other property)

Note: Taxes for the year 2022 amounting to \$6,265.48 are paid of record.

Garrett Township

12. Taxes for the years 2023 and 2024.

Taxes for the years 2023 and 2024 are not yet due or payable.

Permanent Tax No.: 05-01-16-300-003 (Affects part of the land)

Note: Taxes for the year 2022 amounting to \$2,174.54 are paid of record.

Garrett Township

13. Taxes for the years 2023 and 2024.

Taxes for the years 2023 and 2024 are not yet due or payable.

Permanent Tax No.: 05-01-23-200-001 (Affects part of the land)

Note: Taxes for the year 2022 amounting to \$1,814.78 are paid of record.

Garrett Township

14. Taxes for the years 2023 and 2024.

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SCHEDULE B, PART II - Exceptions
(continued)

Taxes for the years 2023 and 2024 are not yet due or payable.

Permanent Tax No.: 05-01-23-200-010 (Affects part of the land)

Note: Taxes for the year 2022 amounting to \$1,385.00 are paid of record.

Garrett Township

15. Taxes for the years 2023 and 2024.

Taxes for the years 2023 and 2024 and are not yet due or payable.

Permanent Tax No.: 05-01-23-200-011 (Affects part of the land)

Note: Taxes for the year 2022 amounting to \$1,158.84 are paid of record.

Garrett Township

16. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
17. The Company should be furnished the following:
- a) A Certification of Trust executed by the trustee in accordance with 760 ILCS 3/1013, together with excerpts of the trust agreement and amendments thereto relating to the designation of trustees and the power of the trustee to act in the current transaction, or
 - b) In the alternative, the trustee, in his or her sole discretion, may deliver to the Company a full copy of the trust agreement together with all amendments thereto.
- The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
18. Terms, powers, provisions, and limitations of the Trust under which title to the Land is held.
19. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
20. The Land described in Schedule A either is unsubdivided property or constitutes part of a subdivided lot. As a result, a Plat Act Affidavit should accompany any conveyance to be recorded. In the alternative, compliance should be had with the provisions of the Plat Act (765 ILCS 205/1 et seq.)
21. The acreage indicated in the legal description on Schedule A is solely for the purpose of identifying the Land. The Company does not insure the quantity of the Land.
22. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes, together with utility rights therein.

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ALTA Commitment for Title Insurance (07/01/2021)



SCHEDULE B, PART II - Exceptions
(continued)

- 23. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
- 24. Utility easements or other easements apparent or otherwise.
- 25. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Illinois Consolidated Telephone Company
 Purpose: right of way
 Recording Date: April 11, 1994
 Recording No: 197082 in Book 320, page 176
 (For further particulars, see record.)
 (Parcel 3)

- 26. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: General Telephone Company of Illinois
 Purpose: telephone line
 Recording No: 120128 in Book 92, page 31

(For further particulars, see record.)

- 27. License Grant dated December 15, 1987 and recorded February 10, 1988 in Record Book 144, page 34, as Document 172241, made by Thomas W. Samuels, Jr., et al to Drainage District No. 2 of the Town of Garrett. (Parcel 5)

- 28. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Illini Electric Cooperative
 Purpose: right of way
 Recording Date: April 1, 1985
 Recording No: 156932 in Book 131, page 68

(For further particulars, see record.)
(Parcel 4)

END OF SCHEDULE B, PART II

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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
 - 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.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago 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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ALTA Commitment for Title Insurance (07/01/2021)



(continued)

- 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**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is Two Million And No/100 Dollars (\$2,000,000.00) or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

END OF CONDITIONS**1031 EXCHANGE SERVICES**

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

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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 December 1, 2023

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); 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 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: aginqueries@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 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