



CHICAGO TITLE
INSURANCE COMPANY

File No: 220725-A

**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 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 Policy Amount and the name of the Proposed Insured.

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

Issued By:
MOCOTICO, LLC d/b/a Monroe County Title Co.
P.O. Box 188
231 South Main Street
Waterloo, IL 62298-0188
Tel. (618) 939-8292
Fax (618) 939-3931

CHICAGO TITLE INSURANCE COMPANY

By:

ATTEST

President

Secretary

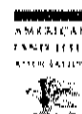
Authorized Signatory

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72C165B

ALTA Commitment for Title Insurance 8-1-16

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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 shall not be liable for any other amendment to this Commitment.

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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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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.

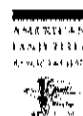
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7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

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 the purpose of providing closing or settlement services.

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. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option 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>.

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CHICAGO TITLE
INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Agent: MOCOTICO, LLC d/b/a Monroe County Title Co.
Issuing Office: P.O. Box 188
231 South Main Street, Waterloo, IL 62298-0188
Issuing Office File Number: 220725-A
Property Address: Schlemmer Lane Columbia, IL 62236

SCHEDULE A

- 1. Commitment Date: **February 28, 2023**
- 2. Policy to be issued:

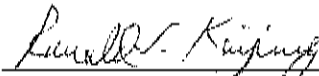
(a) 2006 ALTA® Owner's Policy

Proposed Insured: Purchaser with contractual rights under a Purchase Agreement with the vested owner identified at Item 4 below.

Proposed Policy Amount: **\$15,000.00**

- 3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**
- 4. The Title is, at the Commitment Date, vested in:
Estate of Alice A. Schlemmer, deceased.
- 5. The Land is described as follows:
SEE ATTACHED EXHIBIT "A"

MOCOTICO, LLC d/b/a Monroe County Title Co.

By: 
Authorized Signatory

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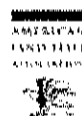


Exhibit A

PARCEL 1:

A tract of land commencing at the intersection of the East line of Survey 416, Claim 492 in T. 1 S., R. 10 W. of the 3rd P.M., Monroe County, Illinois with the Southerly right of way line of F.A. Route #4 for the point of beginning; thence Southeasterly, along the said Southerly right of way line of F.A. Route #4 to the intersection with the North line of Section 21 in T. 1 S., R. 10 W. of the 3rd P.M., Monroe County, Illinois; thence West on said North line of Section 21 to the intersection with the East line of Survey 416, Claim 492 aforesaid; thence Northeasterly, along said East line of Survey 416, Claim 492 aforesaid to the point of beginning, containing 0.35 acres, more or less, and being a part of Tax Lot Four (4) of Section 16 in Township 1 South, Range 10 West of the 3rd P.M., Monroe County, Illinois.

PARCEL 2:

Tax Lot No. Five (5) of Section 21, Township 1 South, Range 10 West of the 3rd P.M., Monroe County, Illinois, as shown on Page 32 of the Surveyor's Official Plat Record "A" in the Recorder's Office of Monroe County, Illinois.

EXCEPTING THEREFROM that portion conveyed to Budnick Converting, Inc. in Warranty Deed dated April 26, 2002, and recorded April 26, 2002, as Document No. 259317 in Deed Book 239 Pages 856-858 in the Recorder's Office of Monroe County, Illinois, being described as follows:

A tract of land being part of Tax Lot 5 of Section 21 of Township 1 South, Range 10 West of the Third Principal Meridian, Monroe County, Illinois, more particularly described as follows:

Commencing at the Northwest corner of Tax Lot 4 of Section 21, Township 1 South, Range 10 West of the Third Principal Meridian, said point being the Northwest corner of Lot 1 of Admiral Parkway Center as recorded in Envelope 2-48A of the Monroe County Recorder's Office; thence South 18 degrees 14 minutes 05 seconds East, along the East line of said Tax Lot 5, also being the West line of of said Lot 1 of Admiral Parkway Center a distance of 447.26 feet to the Point of Beginning of the tract herein described; thence continuing South 18 degrees 14 minutes 05 seconds East a distance of 50.02 feet to a point; thence South 73 degrees 27 minutes 30 seconds West a distance of 82.89 feet to a point; thence along a curve to the right having a radius of 225.00 feet to an arc length of 63.35 feet, along a chord bearing of South 81 degrees 31 minutes 28 seconds West for a chord distance of 63.14 feet to a point; thence South 89 degrees 35 minutes 26 seconds

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West a distance of 196.09 feet to a point on the West line of Tax Lot 5; thence along said West line of Tax Lot 5, North 00 degrees 24 minutes 54 seconds West a distance of 50.00 feet to a point; thence North 89 degrees 35 minutes 26 seconds East a distance of 196.09 feet to a point; thence along a curve to the left having a radius of 175.00 feet to an arc length of 49.27 feet, along a chord bearing of North 81 degrees 31 minutes 28 seconds East for a chord distance of 49.11 feet to a point; thence North 73 degrees 27 minutes 30 seconds East for a distance of 81.41 feet to the Point of Beginning. Said tract contains 0.38 acres, more or less.

PARCEL 3:

Tax Lots Seven (7), Eight (8), Nine (9), Eleven (11) and Twelve (12) of Section 21, Township 1 South, Range 10 West of the 3rd P.M., Monroe County, Illinois, as shown on Page 32 of the Surveyor's Official Plat Record "A" in the Recorder's Office of Monroe County, Illinois.

EXCEPTING THEREFROM the following described real estate:

Lots 1 and 2 of "Schlemmer Estates", reference being had to the plat thereof recorded in the Monroe County Recorder's Office, Monroe County, Illinois, as Document #252388 in Envelope 2-134B.

FURTHER EXCEPTING THEREFROM the following described real estate:

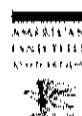
Part of the Southwest Quarter of the Northeast Quarter of Section 21, Township 1 South, Range 10 West of the Third Principal Meridian, Monroe County, Illinois, more particularly described as follows:

Beginning at a stone marking the Southeast corner of the Southwest Quarter of the Northeast Quarter of said Section 21; thence North 00° 54' 27" West, an assumed bearing along the East line of the Southwest Quarter of the Southeast Quarter a distance of 60 feet to the POINT OF BEGINNING of the tract of land herein described; thence continuing North 00° 54' 27" West, an assumed bearing along the East line of the Southwest Quarter of the Northeast Quarter a distance of 163.49 feet to an iron bar; thence North 80° 42' 33" West, a distance of 927.53 feet to a point; thence South 01° 54' 13" East, a distance of 317.00 feet to a point; thence South 89° 46' 19" East, a distance of 907.41 feet, more or less, to the Point of Beginning, containing 5 acres, more or less.

FURTHER EXCEPTING THEREFROM that portion conveyed to Clyde K. Schlemmer and Barbara M. Schlemmer in Warranty Deed dated May 26, 1973, and recorded May 29, 1973, as Document No. 95542 in Deed Book 113 Page 438 in the Recorder's Office of Monroe County, Illinois, being described as follows:

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Beginning at the Southwest corner of the Southeast Quarter of the Northwest Quarter of Section 21 of Township 1 South, Range 10 West of the 3rd P.M., Monroe County, Illinois; thence East 910 feet along the South line of said Southeast Quarter of the Northwest Quarter to a post; thence North 148 feet to a point in the center of a private roadway; thence North 46° West 142 feet along the center of said private roadway to a point; thence West 810 feet along a line parallel to the South line of said Southeast Quarter of the Northwest Quarter to a post on the West line of said parcel; thence South 250 feet along the said West line to the place of beginning, containing 5.10 acres, more or less, and being part of the Southeast Quarter of the Northwest Quarter of Section 21 of Township 1 South, Range 10 West of the 3rd P.M., Monroe County, Illinois. However, excepting from said 5.10 acre tract, the following described tract as conveyed to Alice Schlemmer in Quit Claim Deed dated May 5, 1994, and recorded May 17, 1994, as Document No. 192247 in Deed Book 185 Pages 336-337, in the Recorder's Office of Monroe County, Illinois, being described as follows: Part of the Southeast 1/4 of the Northwest 1/4 of said Section 21, T. 1 S., R. 10 W., of the 3rd P.M., Monroe County, Illinois, more particularly described as follows, to wit: Commencing at the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 21; thence North 89° 46' 19" East, an assumed bearing along the South line of the Southeast 1/4 of the Northwest 1/4 of said Section 21, a distance of 910.00 feet; thence North 01° 20' 32" West, a distance of 48.06 feet, to the POINT OF BEGINNING for the tract herein described; thence South 88° 39' 28" West, a distance of 60.00 feet; thence North 01° 20' 32" West, a distance of 60.00 feet; thence North 88° 39' 28" East, a distance of 60.00 feet; thence South 01° 20' 32" East, a distance of 60.00 feet, to the POINT OF BEGINNING, containing 0.08 acres, more or less.

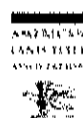
PARCEL 4:

Tax Lot No. Fourteen (14) of Section 21, Township 1 South, Range 10 West of the 3rd P.M., Monroe County, Illinois, as shown on Page 32 of the Surveyor's Official Plat Record "A" in the Recorder's Office of Monroe County, Illinois.

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**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

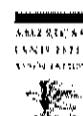
1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate 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. 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 "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact your local 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. IN THE EVENT ANY PARTY TO THE TRANSACTION CONTEMPLATES THE USE OF A POWER OF ATTORNEY. THE COMPANY REQUIRES SUBMISSION OF THE POWER OF ATTORNEY FOR APPROVAL NO LESS THAN THREE DAYS PRIOR TO CLOSING
10. THE COMPANY REQUIRES RECEIPT OF FINAL LOAN FIGURES NO LESS THAN 24 HOURS PRIOR TO CLOSING
11. We should be provided with our standard form of indemnity (GAP Indemnity) for defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date but prior to the date of recording of the instruments under which the Proposed Insured acquires the estate or interest or mortgage covered by this commitment. Note: Due to office closures related to covid-19 we may be temporarily unable to record documents in the normal course of business.

MOCOTICO, LLC d/b/a Monroe County Title Co.
P.O. Box 188
231 South Main Street
Waterloo, IL 62298-0188

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**SCHEDULE B, PART II
Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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. 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 2022 and 2023 which are not now due and payable.**

NOTE: Taxed in 2021 as the following:

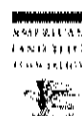
- As to Parcel 1: Tract 04-16-300-004 and -0- assessed.**
- As to Parcel 2: Tract 04-21-100-005 and \$119.60 paid.**
- As to Parcel 3: Tract 04-21-300-003 and \$3,641.10 paid.**
- As to Parcel 4: Tract 04-21-300-002 and \$92.70 paid.**

9. **Rights of the public, the State of Illinois and the municipality in and to any part of the land taken or used for roadway purposes.**
10. **Rights of public or quasi-public utility companies in and to any portion of the premises used for utility purposes.**

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11. Rights of way for drainage tiles, ditches, feeders, laterals and underground pipes.
12. This Commitment does not insure the accuracy of any description in Schedule A which describes or excepts land by acreage.
13. Rights of owners of land bordering on the Wilson Creek in respect to the water and the use of the surface of said creek.
14. Rights of others in and to the use of the private roadway commonly known as Schlemmer Lane.
15. Right of Way granted December 14, 1946, to Mississippi River Fuel Corporation, as shown by document recorded February 25, 1947, in Deed Record 64 at page 463 in the Recorder's Office of Monroe County, Illinois.
16. Easement for ingress and egress over existing roadway, granted October 5, 1950, to Mississippi River Fuel Corporation, as shown by document recorded October 18, 1950, in Deed Record 69 at page 347 in the Recorder's Office of Monroe County, Illinois.
17. Right of Way granted March 31, 1951, to Mississippi River Fuel Corporation, as shown by document recorded April 17, 1951, in Deed Record 64 at page 511 in the Recorder's Office of Monroe County, Illinois.
18. Right of Way granted September 27, 1950, to Illinois Power Company, as shown by document recorded April 27, 1951, in Deed Record 68 at page 343 in the Recorder's Office of Monroe County, Illinois.
19. Terms, provisions and conditions contained in Roadway Maintenance Agreement dated May 9, 1994, and recorded May 17, 1994, as Document No. 192248 in Deed Record 185 at pages 338-348 in the Recorder's Office of Monroe County, Illinois.
20. Terms, provisions and conditions contained in First Amended Roadway Easement and Maintenance Agreement dated January 6, 1997, and recorded January 9, 1997, as Document No. 211837 in Deed Record 204 at pages 410-415 in the Recorder's Office of Monroe County, Illinois.
21. Municipal Sanitary Sewer Easement Deed granted November 23, 1999, to The City of Columbia, Illinois, as shown by document recorded April 14, 2000, as Document No. 239311 in Deed Record 225 at pages 251-255 in the Recorder's Office of Monroe County, Illinois.
22. Permanent Drainage Easements Deed granted April 26, 2002, to Budnick Converting, Inc., as shown by document recorded April 26, 2002, as Document No. 259318 in Deed Record 239 at pages 859-863 in the Recorder's Office of Monroe County, Illinois.

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- 23. Temporary Construction Easements Deed granted April 26, 2002, to Budnick Converting, Inc., as shown by document recorded April 26, 2002, as Document No. 259319 in Deed Record 239 at pages 864-868 in the Recorder's Office of Monroe County, Illinois.
- 24. Easement granted March 27, 2003, to Harrisonville Telephone Company, as shown by document recorded March 31, 2003, as Document No. 272011 in the Recorder's Office of Monroe County, Illinois.
- 25. Alice A. Schlemmer, owning the land, died testate on April 27, 2019, leaving a Will dated November 7, 1978, with a Codicil dated 2019, and admitted to Probate on December 5, 2019, in Case Number 2019-P-63 in the Circuit Court of Monroe County, Illinois.

We have examined said estate and note the following:

- (A) STATUTORY RIGHTS AND POWERS OF THE EXECUTOR OR ADMINISTRATOR WITH WILL ANNEXED;
- (B) CLAIMS ALLOWED OR WHICH MAY BE ALLOWED AGAINST THE ESTATE;
- (C) EXPENSES OF ADMINISTRATION;
- (D) ILLINOIS ESTATE TAX, ILLINOIS GENERATION SKIPPING TRANSFER TAX AND FEDERAL ESTATE TAX WHICH MAY BE CHARGED AGAINST THE ESTATE;
- (E) POWER OF SALE CONFERRED UPON THE EXECUTOR OR ADMINISTRATOR;
- (F) RIGHTS OF LEGATEES UNDER THE WILL.

NOTE: THIS COMMITMENT IS BASED UPON THE ASSUMPTION THAT TITLE IS TO BE CONVEYED PURSUANT TO AN EXECUTOR'S OR ADMINISTRATOR'S DEED PURSUANT TO POWER OF SALE (ORDER OF COURT ALLOWING SALE).

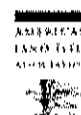
NOTE: IF TITLE IS TO BE DERIVED THROUGH A DEED BY ONE OTHER THAN THE EXECUTOR OR ADMINISTRATOR, A NOTICE OF PROBATE PURSUANT TO SECTION 20-24 OF THE PROBATE ACT SHOULD BE RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS.

- 26. 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.
- 27. Information should be furnished establishing the present value of the land and improvements thereon. If such value is greater than the amount of insurance requested, the application should be amended to request an amount equivalent to the full value of the property, and in default thereof, the right is reserved to insert in the owner's policy the Company's usual coinsurance endorsement.

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28. **NOTE FOR INFORMATION:** The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. *Any deposit which exceeds \$50,000.00 must be presented in the form of wire transfer.* Please contact Monroe County Title Co. regarding the application of this new law to your transaction.
29. **NOTE FOR INFORMATION:** The recording of any deed hereunder is contingent upon approval by the Department of Mapping and Platting of Monroe County as to compliance with the Plat Act, Chapter 109 Illinois Revised Statutes, and County Board Ordinances No. 89-07 and the Conveyances Act, Chapter 30 Illinois Revised Statutes, all as may be amended. This Commitment should not be construed as insuring the conformity of the legal description herein with any of the aforementioned provisions.
30. **NOTE FOR INFORMATION:** The recording of any documents hereunder will be subject to recording fees pursuant to the Public Act 87-1121, Chapter 55 ILCS 5/3-6018. The Recorder shall charge an additional fee, in an amount equal to the fee otherwise provided by law, for recording any documents that do not conform to the standards.

End of Schedule B.

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MONROE COUNTY TITLE CO.

Privacy Statement

Monroe County Title Co. ("MCTC") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains MCTC's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. MCTC follows the privacy practices described in this Privacy Statement and, depending on the business performed, MCTC Company may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance companies, agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with other MCTC companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out who your Personal Information has been disclosed to, and request correction or deletion of your Personal Information. However, MCTC's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Monroe County Title
Attn: Privacy Compliance
P.O. Box 188
Waterloo, IL 62298

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.