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 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 **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 StreetWaterloo, IL 62298-0188

Tel. (618) 939-8292 Fax (618) 939-3931

Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY

Michael J. Nolan President

ATTEST: Mayoru Hemogreo

Marjorie Nemzura



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.
- i. "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.
- 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 \$2,000,000 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.



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

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's ALTA® Registry ID: 0000998

Loan ID Number:

Commitment Number: 240058
Issuing Office File Number: 240058

Property Address: 175 Shelly Lane, Columbia, IL 62236

Revision Number:

SCHEDULE A

- Commitment Date: February 2, 2024
- 2. Policy to be Issued:
 - a. 2021 ALTA® Owner's Policy

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

Proposed Amount of Insurance: **\$415,000.00**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 Estate of Carol M. Merz, deceased.
- 5. The Land is described as follows:

SEE ATTACHED EXHIBIT "A"

CHICAGO TITLE INSURANCE COMPANY

Authorized Signatory



EXHIBIT "A"

Beginning at the Northwest corner of the Northwest Quarter of the Southeast Quarter of Section 27 of T. 1 S., R. 10 West of the 3rd P.M., Monroe County, Illinois; thence South along the center section line (North and South) of said Section 27, an approximate distance of 2,640 feet to the Southwest corner of the Southwest Quarter of the Southeast Quarter of said Section 27: thence East along the South line of the said Southwest Quarter of the Southeast Quarter of said Section 27, a distance of 315 feet to the Southwest corner to Tax Lot 6 of said Section 27, as shown on page 32 of the Surveyor's Official Plat Record "A" and being those tracts of land as described by deeds of record in the Recorder's Office of Monroe County, III., in Deed Record 35 on page 529 and Deed Record 42 on page 149; thence N. 24° E. 287 feet along the West line of said Tax Lot 6 to a point; thence S. 66° E. 29 feet along the line of said Tax Lot 6 to a point; thence N. 14° 15' E. 142 feet along the West line of said Lot 6 to a point; thence N. 11° 20' W. 499 feet along the West line of said Tax Lot 6 to a point; thence N. 14° 30' W. 790 feet along the said West line of said Tax Lot 6 to the most Northerly corner of said Tax Lot 6 on the Westerly Right of Way line of the Gulf, Mobile and Ohio Railroad; thence Northwesterly along the said Westerly Right of Way line of the said Railroad, an approximate distance of 925 feet to the North line of the Northwest Quarter of the Southeast Quarter of said Section 27; thence West along the North line of the said Northwest Quarter of the Southeast Quarter, a distance of 132 feet to the place of beginning, containing 25.08 acres, more or less, and being all that part of the Southeast Quarter of said Section 27 which lies West of the Westerly Right of Way line of the Gulf, Mobile and Ohio Railroad and West of Tax Lot 6 of said Section 27, T. 1 S., R. 10 West of the 3rd P.M., Monroe County, Illinois.

ALSO:

A parcel of land in the Southeast Quarter of Section 27, Township 1 South, Range 10 West of the 3rd Principal Meridian, in Monroe County, Illinois, being a part of a right-of-way described as "all that portion of the original and relocated right-of-way of the Illinois Central Gulf Railroad Company's abandoned Sparta District, varying in width and irregular in shape, situated partly in the West half of the East half of Section 27, partly in the fractional Northeast Quarter of Section 34, and partly in Survey 413, Claim 341, and extending Southwardly approximately 5986 feet, as measured along the centerline of the main track of said railroad in place on November 15, 1984, from the North line of the Southwest Quarter of the Northeast Quarter of said Section 27, at approximate Railroad Valuation Station 33200+00, to the center of a public road crossing at Railroad Valuation Station 33139+20 in said Survey 413, as shown generally on Right-of-Way and Track Map (V-8)/33 of the Mobile & Ohio R.R."; said parcel being more particularly described as:

All that portion of said right-of-way lying east of said centerline, and lying between the extensions westwardly of the north and south lines of a tract of land conveyed to Dennis W. Kempf and Sandra J. Kempf, his wife, by instrument recorded in Deed Book 114 on Page 479 in the office of the Recorder of Deeds for Monroe County, Illinois, extending along said centerline 210 feet, more or less, and containing 0.24 acres, more or less. ALSO, All that portion of said right-of-way lying west of said centerline, and lying between the extensions eastwardly of the north and south lines of a tract of land conveyed to Paul J. Merz, Sr. and Carol Merz, his wife, by instrument recorded in Deed Book 93 on Page 120 in the Office of the Recorder of Deeds for Monroe County, Illinois, extending along said centerline 2,654 feet, more or less, and containing 6.93 acres, more or less.

Also the right of usage of the 20 foot easement granted by previous owners as shown by deeds of record in the Recorder's Office of Monroe County, Illinois in Deed Record 89 on pages 293 and 296.

Together with easements granted by deeds of record in the Recorder's Office of Monroe County, Illinois in Deed Record 153 on pages 230 and 232.



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.
- 12. 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.

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

SOME HISTORICAL LAND RECORDS CONTAIN DISCRIMINATORY COVENANTS THAT ARE ILLEGAL AND UNENFORCEABLE BY LAW. THIS COMMITMENT AND THE POLICY TREAT ANY DISCRIMINATORY COVENANT IN A DOCUMENT REFERENCED IN SCHEDULE B AS IF EACH DISCRIMINATORY COVENANT IS REDACTED, REPUDIATED, REMOVED, AND NOT REPUBLISHED OR RECIRCULATED. ONLY THE REMAINING PROVISIONS OF THE DOCUMENT WILL BE EXCEPTED FROM COVERAGE.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. 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 which are not now due and payable.
 - NOTE: Taxed in 2022 as Tract 04-27-400-001 and \$974.26 paid. 6,000 Owner Occupied Exemption. 5,000 Elderly Exemption. 2,000 Senior Freeze Exemption.
- 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.
- 11. Rights of way for drainage tiles, ditches, feeders, laterals and underground pipes.
- 12. Rights of others in and to the concurrent use of any easements.
- 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. Right of Way granted January 27, 1951, to Mississippi River Fuel Corporation, as shown by document recorded March 24, 1951, in Deed Record 64 at page 503 in the Recorder's Office of Monroe County, Illinois.

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- 15. Easement granted August 4, 1947, to Illinois Power Company, as shown by document recorded September 4, 1947, in Deed Record 66 at page 22 in the Recorder's Office of Monroe County, Illinois.
- 16. Easement granted July 18, 1968, to Illinois Power Company, as shown by document recorded January 24, 1969, in Deed Record 102 at page 336 in the Recorder's Office of Monroe County, Illinois.
- 17. Reservations made by Illinois Central Gulf Railroad Company in deed dated December 30, 1986, and recorded January 14, 1987, in the Recorder's Office of Monroe County, Illinois.
- 18. Easement for ingress and egress, as shown by Easement Deed dated January 24, 1987, and recorded February 2, 1987, in Deed Record 153 at page 231 in the Recorder's Office of Monroe County, Illinois.
- Recorded easements, rights of way or licenses, the location of which can not be determined by an
 examination of the recorded instrument and reference to the records of the Recorder of Deeds of Monroe
 County, Illinois.
- 20. The acreage stated in the legal description on Schedule A is for descriptive purposes only. Nothing in this commitment or policy when issued should be construed as insuring against loss or damage due to the inaccuracy or discrepancy in the quantity of Land so described.
- Carol M. Merz, owning the land, died testate on June 6, 2023, leaving a Will dated May 16, 2023, and admitted to Probate on July 12, 2023, in Case Number 2023-PR-14 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.

22. 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.

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- 23. 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.
- 24. 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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Effective Date: 1/1/2013

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.

Effective Date: 1/1/2013

<u>Disclosure to Affiliated Companies</u> — 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.

<u>Disclosure to Nonaffiliated Third Parties</u> – 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, <u>all requests made under this section must be in writing and must include your notarized signature to establish your identity</u>. 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.