## **ALTA Commitment for Title Insurance**



Issued by Old Republic National 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, Old Republic National 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

#### **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.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

 ${\it Issued through the Office of Town \& Country Title, Co.}$ 

Authorized Signatory

**ORT Form 4690** 6/06 Rev. 8-1-16 ALTA Commitment for Title Insurance

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607 (612) 371-1111 www.oldrepublictitle.com

By

President

Attact

Secretary

- (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.
- 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.

#### 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.

#### 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.



File No. 2453949

#### COMMITMENT FOR TITLE INSURANCE

#### SCHEDULE A

1. Commitment Date: **September 19, 2024, 08:00 am** Issue Date: **October 01, 2024, 04:13 pm** 

2. The policy or policies to be issued are:

POLICY AMOUNT

(a) ALTA OWNER POLICY OF TITLE INSURANCE Proposed Insured:

\$1,000.00

(b) ALTA MORTGAGEE POLICY OF TITLE INSURANCE Proposed Insured:

Proposed Borrower:

- 3. The estate or interest in the land described or referred to in the Commitment and covered herein is located in the State of Illinois.
- 4. Title to the fee simple estate or interest in said land is at the effective date hereof vested in:

Lorena C. Gleiber

5. Legal description of the land:

See Attached Exhibit A

Countersigned

Town & Country Title, Co.

By Com Allieuma



File No. 2453949

#### Exhibit A

The Northeast Quarter (NE 1/4) of the Northeast Quarter (NE1/4) of Section No. Twenty-four (24) all in Township Three (3) South, Range Eight (8) West, of the 3rd P.M., in Monroe County, Illinois, State of Illinois.

Excepting that part conveyed to Robert L. Haug II and Lisa Haug by Warranty Deed recorded September 28, 2001 in Book 235 on page 74 described as follows:

Beginning at the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 13 of Township 3 South Range 8 West of the 3rd Principal Meridian, Monroe County, Illinois; thence West 299 feet along the North line of the said Southeast 1/4 of the Southeast 1/4 of Section 13 to a post; thence South 3 degrees East 390 feet along the Easterly line of a private road to a point; thence South 89 degrees East 270 feet along the Northerly line of the said private road to a point on the East line of the said Southeast 1/4 of the Southeast 1/4; thence North 390 feet along the said East line to the place of beginning and being part of the Southeast 1/4 of the Southeast 1/4 of Section 13 of Township 3 South Range 8 West of the 3rd Principal Meridian, Monroe County, Illinois.

Also, commencing at the Southeast corner of Section 13 of Township 3 South Range 8 West of the 3rd Principal Meridian, Monroe County, Illinois; thence North 298 feet along the East line of said Section 13 to a point of beginning of the tract herein described; thence South 19 degrees West 310 feet to a point; thence North 88 degrees 30 minutes West 82 feet to a post; thence South 2 degrees 45 minutes West 285 feet to a point; thence South 88 degrees 30 minutes East 1060 feet to a point on the Westerly line of that tract heretofore conveyed to the State of Illinois as shown by Deed of Recorded in Deed Recorder 94 page 172 Recorder's Office Monroe County, Illinois; thence Northerly 285 feet along the Westerly line of that track conveyed to the State of Illinois to a point on the North line of Section 19 of Township 3 South Range 7 West of the 3rd Principal Meridian; thence West 65 feet along the said North line of Section 19 to a post at the Southwest corner of that tract heretofore conveyed to the State of Illinois as shown by Deed of Record in Deed Record 97 page 250; thence North 739 feet along the West of line the said State of Illinois tract to an iron pin on the North line of Tax Lot 3-b of Section 18 of Township 3 South Range 7 West of the 3rd Principal Meridian as shown on page 1 of the Surveyor's Official Plat Record "A" of Monroe County, Illinois Recorders; thence West 825 feet along the North line of said Tax Lot 3-B to the Northwest corner thereof on the West line of Section 18 of Township 3 South Range 7 West of the 3rd Principal Meridian; thence South 441 feet along the West line of said Section 18 to the place of beginning and being part of the Southeast 1/4 of the Southeast 1/4 of Section 13 and part of the Northeast 1/4 of the Northeast 1/4 of Section 24 both in Township 3 South Range 8 West of the 3rd Principal Meridian and part of the Southeast 1/4 of the Southwest 1/4 of Section 18 and part of the Northwest 1/4 of the Northwest 1/4 of Section 19 both in Township 3 South Range 7 West of the 3rd Principal Meridian, all in Monroe County, Illinois.

Deed Book 111 Page 558.



221 West Pointe Drive, Suite 1, Swansea, Illinois 62226 Phone (618)233-5300 Fax (618)233-0143 www.tctitle.tv

Authorized Agent of Old Republic National Title Insurance Company

File No. 2453949

#### Except that that part described as follows:

Beginning at the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 13 of Township 3 South Range 8 West of the 3rd Principal Meridian, Monroe County, Illinois; thence West 299 feet along the North line of the said Southeast 1/4 of the Southeast 1/4 of Section 13 to a post; thence South 3 degrees East 390 feet along the Easterly line of a private road to a point; thence South 89 degrees East 270 feet along the Northerly line of the said private road to a point n the East line of the said Southeast 1/4 of the Southeast 1/4; thence North 390 feet along the said East line to the place of beginning and being part of the Southeast 1/4 of the Southeast 1/4 of Section 13 of Township 3 South Range 8 West of the 3rd Principal Meridian, Monroe County, Illinois.

Deed Book 170 Page 508.

Excepting further that part described as follows:

Beginning at the Southeast corner of the Northwest 1/4 of the Northwest 1/6 of Section 19 Township 3 South Range 7 West, Monroe County, Illinois thence West along the South line of 520 feet; thence in a Northerly direction 1310 feet to a point on the North line 430 feet West of the Northeast corner; thence East 430 feet to said Northeast corner; thence South ling the East line 1310 feet to the point of beginning.

Deed Book 94 Page 172.

Excepting further that part described as follows:

All that part of the Southwest 1/4 of the Southeast 1/4 of Section 18 Township 3 South Range 7 West of the 3rd Principal Meridian, Monroe County, Illinois described as follows:

Beginning at a point in the South line of Tax Lot 3-A being 825 feet East of the Southwest corner of said Lot as measured along said South line; thence East 256 feet to the Southeast corner of said Tax Lot 3-A and being the centerline of the KasKaskia River; thence Southeasterly with the centerline of said River to its intersection with the South line of Section 18 Township 3 South Range 7 West of the 3rd Principal Meridian; thence West with the South line of said Section 18 to a point in said South line being 825 feet East of the Southwest corner of said Section 18 as measured along said South lien; thence North to the point of beginning.

Situated in the County of Monroe and the State of Illinois.

Deed Book 97 Page 250.



File No. 2453949

#### COMMITMENT FOR TITLE INSURANCE

#### **SCHEDULE B - SECTION I**

#### REQUIREMENTS

Effective Date: September 19, 2024

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded
- d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- e. The present marital status including Civil Unions pursuant to the Illinois Religious Freedom Protection and Civil Union Act or any substantially similar legal relationship recognized by another state of all persons shown on Schedule "A" herein must be disclosed on any deed and/or mortgage we are asked to insure, and their spouses including a co-party to a Civil Union or any substantially similar legal relationship recognized by another state, if any must join in the execution of said instruments in order to release any homestead rights.
- 1. The Company should be informed if there have been any alterations, service, labor or material heretofore or hereafter furnished within the last six months to the land referred to herein. In the instance of new construction or a recent remodel, the Company should be in furnished with a Sworn Contractors Statement and Final Lien Waivers for examination and approval prior to closing.
- 2. NOTE FOR INFORMATION: Attention is directed to ordinances and regulations relating to connections, charges and liens for use of any public sewerage, water or other utility systems serving to land referred to herein. We call your attention to the fact that all sewer and utility bills should be obtained from the offices supplying the service. We indicated only recorded liens.
- 3. CLOSING INFORMATION NOTE: If the closing of the "Property" is to be conducted by Town & Country Title, Co., we require funds due from the "Parties" to be in the form of a "Cashier's Check", "Money Order" or "Wire Transfer".
- 4. NOTE FOR INFORMATION: As of January 1, 2010 the Good Funds Act states a title insurance company shall not make disbursements in connection with any escrows, settlements, or closings unless the funds in the aggregate amount of \$50,000 or greater received from any single party to the transaction are good funds. "Good funds" are defined as wired funds unconditionally held by and credited to the fiduciary trust account of the title insurance company.

Continuation of Schedule B - Section I



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File No. 2453949

5. Approval of any Deed hereunder By Department of Mapping and Platting of Monroe County as to compliance with the Plat Act, 765 ILCS 205/1, and County Board Resolution No. 62 and the Conveyances Act, 765 ILCS 5/1, 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.

For informational purposes only:
Parcel # 12-24-200-002
2022 taxes PAID \$567.12



File No. 2453949

#### COMMITMENT FOR TITLE INSURANCE

#### **SCHEDULE B - SECTION II**

#### **EXCEPTIONS**

Effective Date: September 19, 2024

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

- 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 2. 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 record.
- 3. Any encroachments, easements, measurements, variations in area or content, party walls or other facts which a correct survey of the premises would show.
- 4. Rights or claims of parties in possession not shown by the public records.
- 5. Roads, ways, streams or easements, if any, not shown by the public records, riparian rights and the title to any filled-in lands.
- 6. All assessments and taxes for the year **2024** and all subsequent years.
- 7. Right of way for drainage ditches, feeders, tiles and laterals, if any.
- 8. Under the provisions of the Illinois Religious Freedom Protection and Civil Union Act, the parties to a Civil Union or any substantially similar legal relationship recognized by another state, are the same as those of married persons. Any reference herein to "spouse", "marital rights", "husband", "wife" or similar reference to marital status or rights associated with marital status shall include parties to a Civil Union or any substantially similar legal relationship recognized by another state and the rights thereunder.
- 9. Title to all coal, oil, gas and other minerals within an underlying the premises together with all mining and drilling rights and other rights, privileges and immunities relating thereto. NOTE: No examination had been made of the mineral title. The Commitment and the Policies, to be issued hereafter, should not be construed as insuring the title to minerals underlying the premises.
- 10. Rights of the public in and to that portion of the property falling within the bounds of a public road, street or highway.
- 11. Rights of the public or quasi public utility companies in and to that portion of the property taken or used for utility purposes.



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File No. 2453949

- 12. Existing unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through or under the lessees.
- 13. Rights of others in and to the free and unobstructed flow of the waters of the creek.
- 14. Subject to farmers rights in and to that portion of the property to any remaining crops, and further subject to the terms, conditions and restrictions of any unrecorded leases, if any.
- 15. Rights of tenants to current crops, if any.
- 16. Right of Way Easement granted to Continental Telephone Company of Illinois recorded November 21, 1977 in Deed Record 125 on page 267.
- 17. Subject to Rights of others in and to any portion of the land lying within the right-of-way lines of any public roadways.
- 18. Subject to Easement for roadway purposes, as created by Warranty Deed recorded October 30, 1947 in Deed Record 65 at page 618. Rights of the adjoining owner or owners to the concurrent use of the easement.
- 19. Oil and gas lease granted to O.O. Borden as contained in document as recorded in Book 59 on page 35, and all assignments thereof.
- 20. Oil and gas lease granted to Gerald Kruse as contained in document as recorded in Book 56 on page 1, and all assignments thereof.



# **FACTS**

# WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
	The types of personal information we collect and share depend on the product or service you have with us. This information can include:
What?	Social Security number and employment information
	<ul> <li>Mortgage rates and payments and account balances</li> <li>Checking account information and wire transfer instructions</li> </ul>
	_
	When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Who we are				
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.			

What we do				
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy			
How does Old Republic	We collect your personal information, for example, when you:			
Title collect my personal information?	Give us your contact information or show your driver's license Show your government-issued ID or provide your mortgage information Make a wire transfer			
	We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.			
Why can't I limit all sharing?	Federal law gives you the right to limit only:			
	<ul> <li>Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>Affiliates from using your information to market toyou</li> <li>Sharing for non-affiliates to market toyou</li> </ul>			
	State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> for your rights under state law.			

Definitions			
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.		
	<ul> <li>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company</li> </ul>		
Non-affiliates	Companies not related by common ownership or control. They can be financial and non- financial companies.		
	Old Republic Title does not share with non-affiliates so they can market to you		
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you.		
	Old Republic Title doesn't jointly market.		

Affiliates Who May be Delivering This Notice						
American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC		
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	L.T. Service Corp.	Lenders Inspection Company		
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.		
Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company		
Old Republic Title Company	Old Republic Title Company of Conroe	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon		
Old Republic Title Company of St. Louis	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.	RamQuest Software, Inc.		
Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC			