



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 EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

COMMITMENT TO ISSUE POLICY

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

Issued through the Office of Town & Country Title, Co.

Authorized Signatory

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

Attest

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.

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.

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.ata.org/arbitration>.



TOWN & COUNTRY TITLE COMPANY

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. 2454406

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

1. Commitment Date: **September 25, 2024, 08:00 am**
Issue Date: **October 07, 2024, 03:45 pm**

2. The policy or policies to be issued are: POLICY AMOUNT

(a) ALTA OWNER POLICY OF TITLE INSURANCE **\$1,000.00**
Proposed Insured:

(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:

Lucille B. Moehrs, as Trustee under the provisions of a trust agreement dated February 13, 2001 , known as the Lucille B. Moehrs Living Trust

5. Legal description of the land:

See Attached Exhibit A

Countersigned
Town & Country Title, Co.

By 



**TOWN &
COUNTRY**
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Exhibit A

The South One-Half (1/2) of the Southeast Quarter (1/4), and the East One-Half (1/2) of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Numbered Twenty-Four (24), in Township One (1) North, Range Six (6) West of the Third Principal Meridian.

Excepting a portion of Lot 5 in the Southeast Quarter of Section 24, Township 1 North, Range 6 West, of the Third Principal Meridian, St. Clair County, Illinois, being more particularly described as:

Commencing at a Brass Disk at the Southeast corner of Section 24, Township 1 North, Range 6 West, thence running N 00° 00' 00" E (assumed bearing) along the East line of said section, a distance of 1,414.36 feet to a point, thence S 90° 00' 00" W, a distance of 30.00 feet to the point of beginning; thence S 90° 00' 00" W, a distance of 630.00 feet to a point, thence N 00° 00' 00" E, a distance of 353.00 feet to a point, thence N 90° 00' 00" E, a distance of 630.00 feet to a point, thence S 00° 00' 00" W, a distance of 353.00 feet to the point of beginning.

Further Excepting that part conveyed to the State of Illinois for the use of the Department of Public Works and Buildings by virtue of a Warranty Deed recorded January 5, 1967 in Book 2047 on page 296.

Further Excepting that part conveyed to the County of St. Clair, a municipal corporation by virtue of a Warranty Deed recorded August 13, 1991 in Book 2826 on page 2023.

Excepting coal, oil gas and other minerals excepted or reserved in prior conveyances, if any.

Situated in the County of St. Clair and the State of Illinois.



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COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I

REQUIREMENTS

Effective Date: **September 25, 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. **The Company requires closing instructions, final closing documents and Closing Disclosure approval from the lender at least 24 hours in advance. Failure to provide figures 24 hours in advance will result in cancellation of the scheduled closing or an additional "Rush Fee" of \$300.00 will be assessed at the time of closing. Upon review of said closing instructions the company reserves the right to make additional requirements or exceptions.**

Phone

Continuation of Schedule B - Section I



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5. **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.
6. Approval of any Deed hereunder By Department of Mapping and Platting of St. Clair 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 # 10-24-0-400-004

2023 taxes PAID \$2,946.28

**Address Given: 8161 Clinton County Line Road
New Baden, IL 62265**

Parcel # 10-24-0-400-006

2023 taxes PAID \$569.24

**Address Given: Clinton County Line Road
New Baden, IL 62265**

Parcel # 10-24-0-400-007

2023 taxes PAID \$1,262.84

**Address Given: Fusser Road
New Baden, IL 62265**

Parcel # 10-24-0-400-009

2023 taxes PAID \$558.48

**Address Given: Fusser Road
New Baden, IL 62265**



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SCHEDULE B - SECTION II

EXCEPTIONS

Effective Date: **September 25, 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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12. Existing unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through or under the lessees.
13. 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.
14. Rights of tenants to current crops, if any.
15. Resolution of the Board of Supervisors of St. Clair County, Illinois recorded in Book 2017 on page 13 pertaining to the establishment of building lines on premises fronting highways.
16. Right of Way Easement granted to New Memphis Water District recorded January 28, 2004 in Book 3979 on page 853 as Document A01819493.
17. Right of Way Easement granted to New Memphis Water District recorded January 28, 2004 in Book 3979 on page 855 as Document A01819495.
18. Memorandum of Option to Lease by and between Lucille B. Moehr, Trustee (Landlord) and BRT Group LLC (Tenant) recorded June 9, 2017 as Document A02539468.
19. Memorandum of Option to Lease by and between Lucille B. Moehr, Trustee (Landlord) and BRT Group LLC (Tenant) recorded May 31, 2018 as Document A02577865.
20. Easement and Assignment of Lease Agreement by and between Lucille B. Moehr, Trustee (Grantor) and BRT Group LLC (Grantee) recorded January 8, 2019 as Document A02601031.
21. Illinois Real Estate Transfer Tax Payment Document recorded June 6, 2022 as Document A02748512.
22. Mortgage from VB-SI Assets, LLC to Deutsche Bank and Trust Company Americas dated May 22, 2024 and recorded June 3, 2024 as Document #A02814733 in the Recorder's Office of St. Clair County, Illinois to secure an amount of \$165,756.06.



OLD REPUBLIC TITLE

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.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
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

Go to www.oldrepublictitle.com (Contact Us)

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 Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> · 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 <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> · Sharing for affiliates' everyday business purposes - information about your creditworthiness · Affiliates from using your information to market to you · Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>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</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i>

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	