

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
Chicago Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Iroquois Title Company
Issuing Office: 101 East Cherry Street, PO Box 189, Watseka, IL 60970
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 68770
Issuing Office File Number: 68770
Property Address: IL
Revision Number:

1. Commitment Date: October 07, 2021 at 5:00 PM

2. Policy to be issued:

Proposed Policy Amount

(a) 2006 ALTA Owner's Policy Standard \$10,000.00

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

(b) 2006 ALTA Loan Policy

Proposed Insured:

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:

First Trust & Savings Bank of Watseka, as Trustee under Trust Agreement known as Trust #6170

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Chicago Title Insurance Company

Iroquois Title Company



Authorized Countersignature

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**ALTA COMMITMENT FOR TITLE INSURANCE
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**EXHIBIT "A"
LEGAL DESCRIPTION**

All that part of the Northeast Quarter of Section 29, Township 28 North, Range 14 West of the Second Principal Meridian, Iroquois County, Illinois, lying East and South of the Federal Aid Interstate Highway No. 57, EXCEPT a tract of land in the Northeast Quarter of Section 29, Township 28 North, Range 14 West of the Second Principal Meridian in Iroquois County, Illinois described as beginning at an iron pin on the East line of said Section 29, said iron pin being 47.25 feet Southerly of the Northeast corner of said Section 29, said point being also on the Southerly right of way line of Illinois Route 116 extended Easterly, thence South 6°59'50" East on the Easterly line of said Section 29, 479.21 feet to an iron pin; thence South 81°23'10" West 1475.70 feet to a iron pin on the Southeasterly right of way line of Interstate Route 57; thence North 69°57'25" East on the said right of way line 428.23 feet to an iron pin; thence North 43°35'00" East on the said right of way line 194.75 feet to an iron pin; thence North 25°33'00" East on the said right of way line 285.10 feet; thence North 78°26'20" East on the Southerly right of way line of Illinois Route 116, 756.50 feet to the point of beginning. Also EXCEPTING the following tract of land: That part of the Northeast Quarter of Section 29, Township 28 North, Range 14 West of the Second Principal Meridian, Iroquois County, Illinois, bounded and described as follows: Beginning at a point on the East line of said Northeast Quarter, which point is 1081.25 feet South from the Northeast corner of said Northeast Quarter and running; thence West, perpendicular to said East line, 296 feet; thence South parallel with said East line; 296 feet; thence East 296 feet to said East line; and thence North, along said East line, 296 feet to the point of beginning

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I**

ISSUED BY
Chicago Title Insurance Company

Requirements

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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. The Company should be furnished the following:
 - (a) A Certification of Trust executed by the trustee in accordance with 760 ILCS 5/8.5, together with excerpts of the trust agreement and amendments thereto relating to the designation of trustees and the power of the trustee to act in the current transaction, or
 - (b) In the alternative, the trustee, in his or her sole discretion, may deliver to the Company, a full copy of the trust agreement together with all amendments thereto.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

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Exceptions

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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. Rights or claims of parties in possession not shown by Public Record.
3. 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.
4. Easement, or claims of easements, not shown by the Public Records.
5. 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.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. 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.
8. An ALTA LOAN POLICY will be subject to consequences of the failure of the insured to pay out properly the whole or any part of the loan secured by the mortgage described in Schedule A as affecting:
 - (i) The validity of the lien of said mortgage; and
 - (ii) The priority of the lien over any other right, claim, lien or encumbrance which has or may become superior to the lien of said mortgage before the disbursement of the entire proceeds of the loan.
9. Taxes for the year 2021. (Ashkum Township)
Informational Note:
Taxes for the year 2020 amount to \$3,428.56.
Tax I.D. No. 10-29-200-013
10. Rights of the Public, State of Illinois, the County, the Township and the Municipality in and to that part of the premises in question taken, used, and dedicated for roads and highways.
11. Rights of way for drainage ditches, drain tiles, feeders, laterals, and underground pipes, if any.
NOTE: Drainage assessments, drainage taxes, water rentals and water taxes are included in general exception hereinbefore shown and should be considered when dealing with the land.

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SCHEDULE B PART II**

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Exceptions

12. The premises lie within Union Drainage District No. 2 of Danforth and Ashkum Townships, and Sub-district No. 6 thereof, Iroquois County, Illinois.
 13. Right of Way granted General Telephone Company recorded in Book 830, page 343 and as Document No. 77-R-225.
 14. Easement Grant to Verizon North Inc. recorded as Document No. 08-R-0725.
 15. Terms, powers, provisions and limitations of the trust under which title to said land is held.
 16. In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:
 - (1) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or
 - (2) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.
- The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.
17. 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.

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