# **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: 68757 Issuing Office File Number: 68757 Property Address: IL **Revision Number:** 

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

#### 2. Policy to be issued:

(a) 2006 ALTA Owner's Policy Standard **Proposed Policy Amount** 

\$10,000.00

Purchaser with contractual rights under a purchase agreement with the vested owner Proposed Insured: 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:

Marcie L. Kolberg and Mark S. Meents, as Co-Trustees under Article IV, Section Fourth, of the last Will and Testament of Perna-Lee Meents, deceased, undivided 1/3 interest; Marcie L. Kolberg, undivided 1/3 interest; Mark S. Meents, undivided 1/3 interest

5. The Land is described as follows: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

### **Chicago Title Insurance Company**

**Iroquois Title Company** 

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Authorized Countersignature



NOTE: This legal contains the 25 acres that were recently sold to the neighbor. New Acreage: 54.96

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# EXHIBIT "A" LEGAL DESCRIPTION

The North Half of the Southeast Quarter of Section 2, Township 28 North, Range 14 West of the Second Principal Meridian, in Iroquois County, Illinois, excepting therefrom a tract of land in the Northeast Quarter of the Southeast Quarter of Section 2, Township 28 North, Range 14 West of the Second Principal Meridian, described as follows: Beginning at the Southeast corner of the Northeast Quarter of the Southeast Quarter, said point being an iron pin over a boulder 14 inches below the surface; thence Westerly on the South line of said Northeast Quarter of the Southeast Quarter 270.00 feet to an iron pin; thence Northerly parallel with the East line of the said Northeast Quarter of the Southeast Quarter 250.00 feet to an iron pin on the East line of the said Northeast Quarter; thence Southerly on the East line of the said Northeast Quarter; thence Southerly on the East line of the said Northeast Quarter; thence Southerly on the East line of the said Northeast Quarter; thence Southerly on the East line of the said Northeast Quarter; thence Southerly on the East line of the said Northeast Quarter; thence Southerly on the East line of the Southeast Quarter of the Southeast Quarter 270.00 feet to an iron pin on the East line of the said Northeast Quarter; thence Southerly on the East line of the said Northeast Quarter; thence Southerly on the East line of the Southeast Quarter 250.00 feet to the point of beginning, as shown by plat recorded in Plat Book "M" Page 2 of the records of Iroquois County, Illinois.



# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

### ISSUED BY Chicago Title Insurance Company

#### Requirements

File No.: 68757

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 present Marital Status (including a co-party to a Civil Union 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 in any subsequent Deed of conveyance and/or any 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 estate.
- 10. The Company should be provided a statement from the borrower(s) relative to any mortgage shown on Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or post postponed payments or other restructuring of the debt secured by the mortgage.
- 11. The Company should be furnished the following:

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(a) A Certification of Trust executed by the trustee in accordance with 760 ILCS 5/8.5, together with excerpts of



## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

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#### Requirements

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.



## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

### ISSUED BY Chicago Title Insurance Company

#### Exceptions

File No.: 68757

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. (Chebanse Township) Informational Note: Taxes for the year 2020 amount to \$2,180.52. Tax I.D. No. 10-02-400-004
- 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.



## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

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#### Exceptions

- 12. The premises lie within Chebanse Drainage District No. 1 of Iroquois County, Illinois.
- 13. The premises lie within Union Drainage District No. 2 of Danforth and Ashkum Townships, and Sub District No. 13, Iroquois County, Illinois.
- 14. Terms, powers, provisions and limitations of the trust under which title to said land is held.
- 15. Easement to Northern Illinois Gas Company recorded as Document No. 91-R-3504.
- 16. Mortgage dated March 8, 2019, and recorded March 18, 2019, as Document No. 19-R-724, from Marcie L. Kolberg and Mark S Meents, as Co-Trustees under Article IV, Section Fourth, of the last Will and Testament of Perna-Lee Meents, deceased, undivided 1/3 interest; Marcie L. Kolberg, undivided 1/3 interest; Mark S. Meents undivided 1/3 interest to Farmers State Bank of Danforth. Secures payment of a note in the amount of \$ payable according to the terms, conditions and provisions thereof.
- 17. 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.

18. 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.



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; and a countersignature by the Company or its issuing agent that may be in electronic form.