



CHICAGO TITLE INSURANCE COMPANY

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.

CHICAGO TITLE INSURANCE COMPANY

By

Randy Quirk
President

ATTEST

Marjorie Nemzura
Corporate Secretary

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CHICAGO TITLE INSURANCE COMPANY

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.
 - j. "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.

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CHICAGO TITLE INSURANCE COMPANY

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

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CHICAGO TITLE INSURANCE COMPANY

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>.

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ALTA Commitment for Title Insurance (7-1-21)

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AMERICAN
LAND TITLE
ASSOCIATION





CHICAGO TITLE INSURANCE COMPANY

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

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: 72105
Issuing Office File Number: 72105
Property Address:
Revision Number:

SCHEDULE A

1. Commitment Date: September 13, 2024 at 5:00 PM
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: \$ 10,000.00
The estate or interest to be insured:
 - (b) 2021 ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance \$
The estate or interest to be insured:
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:
James F. Keigher, as Trustee under the James F. Keigher, dated December 30, 2008, and Mary Jane Keigher, as Trustee under the Mary Jane Keigher, dated December 30, 2008
5. The Land is described as follows:

Tract 1 will be offered as Tract 1 at the auction

Tract I:

The Southwest Quarter of Section 12, Township 26 North, Range 10 East of the Third Principal Meridian, Iroquois County, Illinois, except the following: That part of the Southwest Quarter of Section 12, Township 26 North, Range 10 East of the Third Principal Meridian, Iroquois County, Illinois, being more particularly bounded and described as follows: Commencing at the Southwest corner of said Southwest Quarter; thence South 89°52'21" East, along the South line of said Southwest Quarter, 2102.00 feet, to the Point of Beginning; thence North 00°07'39" East, at right angles to the last described line, 267.00 feet, to the North line of the South 267.00 feet of said Southwest Quarter; thence South 89°52'21" East, along said North line, 222.00 feet; thence South 00°07'39" West, at right angles to the last described line 267.00 feet, to the South line of said Southwest Quarter; thence North 89°52'21" West, along said South line, 222.00 feet, to the Point of Beginning.

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ALTA Commitment for Title Insurance (7-1-21)
Schedule A

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CHICAGO TITLE INSURANCE COMPANY

Tract II includes Tracts 4-5 offered at the auction

Tract II:

All of that part of the North Half of Section 5, Township 26 North, Range 14 West of the Second Principal Meridian in Iroquois County, Illinois, lying South of the South line of right of way of US Route 24, except the East 200 acres thereof; also all that part of the East Half of the Northeast Quarter and the East Half of the West Half of the Northeast Quarter of Section 6, Township 26 North, Range 14 West of the Second Principal Meridian, lying South of the right of way of said US Route 24 except the 10.3 acre tract heretofore deeded to Douglas Park District and known as Mann Park; also except commencing at a point 612 feet and 10 inches in an Easterly direction along the South boundary of Mann Park from the Northeast corner of Lot 1 of Mann's Second Addition to Gilman; thence North 9°22' West for 176 feet; thence North 51°51' East for 136 feet 2 inches; thence South 39°39' East for 316 feet 6 inches; thence in a Westerly direction 280 feet to the point of beginning, and further excepting the West 1156 feet, as measured along the South Line thereof, of the tract comprised of the said East Half of the Northeast Quarter together with the said East Half of the West Half of the Northeast Quarter, all in said Section 6.


Tract III:

Tract III will be offered as Tract 2 at the auction

The South Half of the Northeast Quarter of Section 20, Township 28 North, Range 14 West of the Second Principal Meridian, situated in Iroquois County, Illinois, except all that part of the South Half of the Northeast Quarter of Section 20, Township 28 North, Range 14 West of the Second Principal Meridian, in Iroquois County, Illinois, lying South and East of the Westerly right of way line of Interstate Highway 57 in Iroquois County, Illinois, and also except the following: That part of the North 615 feet of the East 430 feet of the South Half of the Northeast Quarter of Section 20, Township 28 North, Range 14 West of the Second Principal Meridian, Iroquois County, Illinois, lying West of the Township Road along the East side of said tract.

CHICAGO TITLE INSURANCE COMPANY

Iroquois Title Company


Authorized Countersignature

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Schedule A

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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. 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 (7-1-21)
Schedule B I - B II

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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. 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. The effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title 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 2024. (Onarga, Douglas and Ashkum Townships)
Informational Note:
Taxes for the year 2023 amount to \$5,360.50. (22-12-300-002)
Taxes for the year 2023 amount to \$1,460.44. (24-06-276-002)
Taxes for the year 2023 amount to \$3,450.62. (24-05-100-002)
Taxes for the year 2023 amount to \$2,441.08. (10-20-200-007)
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 I - B II

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CHICAGO TITLE INSURANCE COMPANY

12. The premises lie within Union Drainage District No. 1 of Onarga and Ridgeland Townships, Iroquois County, Illinois. (Tract I)
13. The premises lie within Onarga Ridgeland Drainage District No. 1 of Iroquois County, Illinois. (Tract I)
14. The premises lie within Onarga, Douglas and Danforth Drainage District No. 1 of Iroquois County, Illinois. (Tract II)
15. The premises lie within Danforth and Ashkum Union Drainage District No. 2 of Iroquois County, Illinois. (Tract III)
16. Easement granted Eastern Illini Electric Cooperative recorded as Document No. 04-R-2451. (Tract I)
17. Right of Way Easement to Northern Illinois Gas recorded February 11, 1963 in Book 789, Page 22. (Tract II)
18. Right of Way Easement to Illinois Bell Telephone Company or its assigns and successors, recorded July 29, 1931 in Book 496, at Page 6. (Tract II)
19. Right of Way Easement to Midwestern Gas Transmission Company, assigned to El Paso Global Networks Company for pipeline construction, operation, maintenance, and repair, recorded December 24, 2000 as Document No. 00-R-5528. (Tract II)
20. Interest of Donald T. Keigher, as Trustee of the Donald T. Keigher 2024 Declaration of Trust, dated June 18, 2024, as disclosed by Quit Claim Deed recorded as Document Number 24-R-1945. (Tracts I-III)
21. Terms, powers, provisions and limitations of the trust under which title to said land is held.
22. 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.
23. 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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Schedule B I - B II

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CHICAGO TITLE INSURANCE COMPANY

Issuing Agent:

Iroquois Title Company
101 East Cherry Street
PO Box 189
Watseka, IL 60970
(815) 432-4929

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Schedule B I - B II

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