



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

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

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

By

President

Attest

Secretary

pursuant to this Commitment.

- (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.alta.org/arbitration>.



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. 2249539

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

1. Commitment Date: **November 13, 2022, 08:00 am**
Issue Date: **November 17, 2022, 10:41 am**
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:

Stanley E.H. Koerber, as Trustee of the Koerber Land Trust dated December 18, 1980
5. Legal description of the land:

See Attached Exhibit A

Countersigned
Town & Country Title, Co.

By 



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Exhibit A

Parcel 1:

The East Half of the Southeast Quarter of Section 12, Township 2 South, Range 9 West of the 3rd Principal Meridian, containing 80 acres, more or less, except 4.44 acres conveyed to Victor and Christy Klein by Warranty Deed recorded in the Recorder's Office of St. Clair County, Illinois in Book 2451 Page 1756, as Document #A602245.

EXCEPT that portion conveyed in Trustee's Deed between First National Bank of Millstadt, Illinois, a banking corporation, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated April 4, 1974, and Victor M. Klein and Christy E. Klein, his wife, dated September 11, 1978 and recorded September 21, 1978 as Document #A602245 in Book 2451 on Page 1756, being more particularly described as follows, to wit:

Part of the East Half of the Southeast Quarter of Section 12, Township 2 South, Range 9 West of the 3rd Principal Meridian, and being more particularly described as follows, to wit:

Commencing the description thereof at the center of said Section 12; running thence in an Easterly direction along the North line of said Southeast Quarter of Section 12, a distance of 1738.6 feet to a point; running thence in an Southerly direction along a line at right angles to the last described course a distance of 30.0 feet to a point on the Southerly Right-of-Way line of a public road known as "Koerber Road", said point being the point of beginning of the tract herein being described; continuing thence in a Southerly direction along the Southerly prolongation of the last described course, a distance of 530.0 feet to a point; running thence in an Easterly direction along a line at right angles to the last described course, a distance of 365.0 feet to a point; running thence in a Northerly direction along a line at right angles to the last described course, a distance of 530.0 feet to a point in said Southerly Right-of-Way line of said "Koerber Road"; running thence in a Westerly direction along said Southerly Right-of-Way line of said "Koerber Road", and at right angles to the last described course, a distance of 365.0 feet to the point of beginning, and containing 4.44 acres more or less.

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.

Parcel 2:

The West Half of the Southwest Quarter of the Southwest Quarter of Section 6, Township 2 South, Range 8 West of the 3rd Principal Meridian, containing 20 acres, more or less, in St. Clair County, Illinois.

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.

Continuation of Exhibit A



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Parcel 3:

The Northwest Quarter of the Northwest Quarter of Section 7, Township 2 South, Range 8 West of the 3rd Principal Meridian, containing 40 acres, more or less, in St. Clair County, Illinois.

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: November 13, 2022

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. **The Company must be furnished with a copy of the Agreement, Indenture or Declaration of Trust as shown on Schedule A, together with copies of any amendments, modifications, or revocations. In the event there have been no amendments, modifications, or revocations, the Company will require satisfactory evidence to that effect. At the time the Company is furnished these items, the Company may make additional requirements or exceptions.**
 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.**

Phone

Continuation of Schedule B - Section I



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5. **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.**
6. **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.**

For informational purposes only:

Parcel # 16-12-0-400-004 (Parcel 1)

2021 taxes Paid \$1,562.48

Parcel # 17-06-0-300-003 (Parcel 2)

2021 taxes Paid \$217.48

Parcel # 17-07-0-100-001 (Parcel 3)

2021 taxes Paid \$492.84



TOWN & COUNTRY TITLE COMPANY

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COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II

EXCEPTIONS

Effective Date: **November 13, 2022**

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 **2022** 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. **The acreage described in the attached legal description is for reference only and is not guaranteed.**
11. **Rights of others in and to the free and unobstructed flow of the waters of the creek. (Affects Parcels 1 and 2)**



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12. 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.
13. Rights of tenants to current crops, if any.
14. Rights of the public or quasi public utility companies in and to that portion of the property taken or used for utility purposes.
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. Existing unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through or under the lessees.
17. Rights of the public in and to that portion of the property falling within the bounds of a public road, street or highway.
18. Rights of others in and to the free and unobstructed flow of the waters of the pond. (Affects Parcel 3)
19. Rights of others in and to the free and unobstructed flow of the waters of the ditch. (Affects Parcels 2 and 3)
20. Oil and gas lease granted to James A. Burhans as contained in document as recorded July 24, 1939 in Book 919 on page 112, and all assignments thereof.
21. Rights granted the Town of Prairie Du Long in the County of St. Clair, State of Illinois, by Deed for Right of Way for Public Road Purposes from Oscar Koerber and Eliza Koerber, his wife dated February 28, 1941 and recorded October 20, 1941 in Book 902 on page 613. (Affects Parcel 3)
22. Rights granted the Town of Millstadt, County of St. Clair, Illinois, by Deed for Right of Way from Oscar J. Koerber and Eliza Koerber, his wife, dated September 20, 1937 and recorded February 18, 1938 in Book 797 on page 495. (Affects Parcel 1)
23. Easement granted to Illinois Iowa Power Company as contained in document recorded in Book 885 on page 569. (Affects Parcel 1)
24. Easement granted to Illinois Power Company as contained in Book 2076 on page 193. (Affects Parcel 1)
25. The captioned premises does not appear to have recorded access other than the fee owner owning a contiguous parcel. If the ownership of the contiguous parcel that provides access is severed the property will have a lack of a right of access to and from the land. This commitment and subsequent policy should not be construed as insuring access. (Affects Parcel 2)



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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> <table border="1"> <tr> <td>•</td><td>Social Security number and employment information</td></tr> <tr> <td>•</td><td>Mortgage rates and payments and account balances</td></tr> <tr> <td>•</td><td>Checking account information and wire transfer instructions</td></tr> </table> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>	•	Social Security number and employment information	•	Mortgage rates and payments and account balances	•	Checking account information and wire transfer instructions
•	Social Security number and employment information						
•	Mortgage rates and payments and account balances						
•	Checking account information and wire transfer instructions						
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

Questions

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 <http://www.OldRepublicTitle.com/newnational/Contact/privacy>.

How does Old Republic Title collect my personal information?

We collect your personal information, for example, when you:

- 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:

- 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

State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- 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., Mississippi Valley Title Services Company, and The Title Company of North Carolina.

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.

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Abstract, LLC	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	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company	
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company	
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.	
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	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 Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC	
Trident Land Transfer Company, LLC					