

**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.

Issued by:

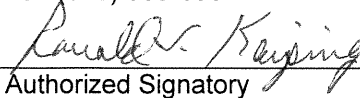
MOCOTICO, LLC d/b/a Monroe County Title Co.

P.O. Box 188

231 South Main Street Waterloo, IL 62298-0188


Tel. (618) 939-8292

Fax (618) 939-3931

  
Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY

By:

  
Michael J. Nolan  
President

ATTEST:

  
Marjorie Nemzura  
Secretary

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. 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 counter-signature by the Company or its issuing agent that may be in electronic form.*

**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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**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.

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**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**

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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**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**Issuing Agent: **MOCOTICO, LLC d/b/a Monroe County Title Co.**Issuing Office: **P.O. Box 188****231 South Main Street, Waterloo, IL 62298-0188**Issuing Office's ALTA® Registry ID: **0000998**

Loan ID Number:

Commitment Number: **240498**Issuing Office File Number: **240498**Property Address: **Rogers Street & Country Club Lane, Waterloo, IL 62298**

Revision Number:

**SCHEDULE A**

1. Commitment Date: **October 4, 2024**
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: **\$15,000.00**  
The estate or interest to be insured: **Fee Simple**
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 **LaVerne R. Proctor, Trustee of the LaVerne R. Proctor Trust dated April 11, 1997, as to an undivided 1/2 interest; Timothy J. Harlin and Joann D. Harlin, trustees, or successor trustee(s), of The Timothy J. and Joann D. Harlin Trust dated November 14, 2013, as to an undivided 1/18 interest; Mary Mosir, as to an undivided 1/18 interest; Virginia Busch, as to an undivided 1/18 interest; Robert Schoenborn, as to an undivided 1/18 interest; Eugene Schoenborn, as to an undivided 1/18 interest; Glenn Schoenborn, as to an undivided 1/18 interest; Patricia Seibel, as to an undivided 1/18 interest; Susan Strobel, as to an undivided 1/18 interest; and Thomas Schoenborn as to an undivided 1/18 interest.**
5. The Land is described as follows:  
  
**SEE ATTACHED EXHIBIT "A"**

**CHICAGO TITLE INSURANCE COMPANY**

By:   
**Authorized Signatory**

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**EXHIBIT "A"**

The South Half (S1/2) of the Northwest Quarter (NW1/4); the North Half (N1/2) of the Southwest Quarter (SW1/4); the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4); and Tax Lots Numbered One (1), Two (2) and Three (3); as shown by Surveyor's Official Plat Record "A" on page 10 in the Surveyor's Office of Monroe County, Illinois; all in Section Numbered Eighteen (18) in T. 2 S., R. 9 W. of the 3<sup>rd</sup> P.M., Monroe County, Illinois.

**EXCEPTING THEREFROM THE FOLLOWING:**

Part of the North Half of the Southwest Quarter of Section 18 and part of Tax Lot 1 of Section 18 as shown by Surveyor's Official Plat Record A on Page 10 in the Monroe County records, all in Township 2 South, Range 9 West of the Third Principal Meridian, Monroe County, Illinois, and being more particularly described as follows:

Commencing at the intersection of the Easterly right of way line of Rogers Street as shown by the plat thereof recorded in Envelope 2-156A and 2-156B in the Monroe County records with the North line of US Survey 641, Claim 1645; thence North 89 degrees 33 minutes 18 seconds West, an assumed bearing along said North line of US Survey 641, Claim 1645, a distance of 130.00 feet to the westerly right of way line of said Rogers Street and the point of beginning for the herein described tract; thence North 89 degrees 33 minutes 18 seconds West, along said North line of US Survey 641, Claim 1645, a distance of 179.81 feet to the west line of said Section 18; thence North 00 degrees 30 minutes 50 seconds East, along the west line of said Section 18, a distance of 495.14 feet to the westerly right of way line of said Rogers Street; thence the following courses and distances along the westerly right of way line of said Rogers Street: North 67 degrees 15 minutes 01 second East 35.58 feet; thence southeasterly 11.08 feet along a non-tangent curve to the left having a radius of 789.30 feet, with a central angle of 00 degrees 48 minutes 15 seconds, and a chord which bears South 24 degrees 58 minutes 01 second East, a chord distance of 11.08 feet; thence South 25 degrees 22 minutes 09 seconds East 150.35 feet; thence South 64 degrees 37 minutes 51 seconds West 10.00 feet; thence South 25 degrees 22 minutes 09 seconds East 74.65 feet; thence southeasterly 253.54 feet along a tangent curve to the right having a radius of 679.30 feet, with a central angle of 21 degrees 23 minutes 06 seconds, and a chord which bears South 14 degrees 40 minutes 35 seconds East, a chord distance of 252.07 feet; thence South 86 degrees 00 minutes 58 seconds West 15.00 feet; thence southerly 47.79 feet along a non-tangent curve to the right having a radius of 664.30 feet, with a central angle of 04 degrees 07 minutes 20 seconds, and a chord which bears South 01 degree 55 minutes 22 seconds East, a chord distance of 47.78 feet to the point of beginning.

**FURTHER EXCEPTING THEREFROM THE FOLLOWING:**

Part of the North Half of the Southwest Quarter of Section 18 and part of Tax Lots 1 and 2 of Section 18 as shown by Surveyor's Official Plat Record A on Page 10 in the Monroe County records, all in Township 2 South, Range 9 West of the Third Principal Meridian, Monroe County, Illinois, and being more particularly described as follows:

Beginning at the intersection of the Easterly right of way line of Rogers Street as shown by the plat thereof recorded in Envelope 2-156A and 2-156B in the Monroe County records with the North line of US Survey 641, Claim 1645; thence the following courses and distances along said Easterly right of way line of Rogers Street, 4.76 feet along a curve to the left having a radius of 794.30 feet, with a central angle of 00 degrees 20 minutes 35 seconds, and a chord which bears an assumed bearing of North 00 degrees 01 minute 01 second East, a chord distance of 4.76 feet; thence North 89 degrees 50 minutes 43 seconds East 5.00 feet; thence 216.23 feet along a non-tangent curve to the left having a radius of 799.30 feet, with a central angle of 15 degrees 30 minutes 00

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seconds, and a chord which bears North 07 degrees 54 minutes 17 seconds West, a chord distance of 215.57 feet; thence South 74 degrees 20 minutes 43 seconds West 5.00 feet; thence 53.72 feet along a non-tangent curve to the left having a radius of 794.30 feet, with a central angle of 03 degrees 52 minutes 30 seconds, and a chord which bears North 17 degrees 35 minutes 32 seconds West, a chord distance of 53.71 feet; thence South 70 degrees 28 minutes 13 seconds West 10.00 feet; thence 79.94 feet along a non-tangent curve to the left having a radius of 784.30 feet, with a central angle of 05 degrees 50 minutes 23 seconds, and a chord which bears North 22 degrees 26 minutes 58 seconds West, a chord distance of 79.90 feet; thence South 64 degrees 37 minutes 51 seconds West 10.00 feet; thence North 25 degrees 22 minutes 09 seconds West 225.00 feet; thence 312.52 feet along a tangent curve to the right having a radius of 704.30 feet, with a central angle of 25 degrees 25 minutes 25 seconds, and a chord which bears North 12 degrees 39 minutes 26 seconds West, a chord distance of 309.96 feet; thence North 00 degrees 03 minutes 16 seconds East 235.70 feet; thence leaving said Easterly right of way line of Rogers Street, South 89 degrees 41 minutes 50 seconds East 2134.67 feet; thence South 00 degrees 05 minutes 55 seconds West 1072.30 feet to the North line of US Survey 641, Claim 1645; thence South 89 degrees 48 minutes 47 seconds West, along the North line of US Survey 641, Claim 1645, a distance of 613.65 feet to a stone; thence North 89 degrees 33 minutes 18 seconds West, along the north line of US Survey 641, Claim 1645, a distance of 1260.43 feet to the point of beginning.

FURTHER EXCEPTING THEREFROM that tract conveyed to the People of the County of Monroe, State of Illinois, by deeds recorded as Document Numbers 269094, 269225 and 269898, said excepted tract being described as:

Part of the West Half of Section 18, Township 2 South, Range 9 West of the Third Principal Meridian, Monroe County, Illinois being more particularly described as follows:

Beginning at the southwest corner of the Northwest Quarter of Section 18; thence North 0 degrees 03 minutes 16 seconds East (assumed bearing) along the west line of said quarter section 395.34 feet to the west right of way line of Country Club Lane ( 30 feet wide) as established by instrument recorded in Monroe County Commissioner's Record G on page 95; thence North 29 degrees 32 minutes 44 seconds East along said right of way line 83.88 feet; thence North 18 degrees 02 minutes 44 seconds East along said right of way line 79.77 feet; thence North 17 degrees 27 minutes 16 seconds West along said right of way line 20.00 feet; thence North 78 degrees 45 minutes 01 second East 53.62 feet; thence along a curve to the right having a radius of 645.83 feet and a chord which bears South 0 degrees 46 minutes 51 seconds West 180.11 feet, an arc distance of 180.69 feet; thence along a curve to the left having a radius of 6905 feet and a chord which bears South 7 degrees 16 minutes 47 seconds West 365.42 feet, an arc distance of 365.46 feet; thence South 84 degrees 14 minutes 11 seconds East 5.00 feet; thence along a curve to the left having a radius of 6900 feet and a chord which bears South 4 degrees 06, minutes 40 seconds West 397.93 feet, an arc distance of 397.99 feet; thence South 87 degrees 32 minutes 28 seconds East 5.00 feet: thence along a curve to the left having a radius of 6895 feet and a chord which bears South 1 degree 15 minutes 24 seconds West 289.31 feet, an arc distance of 289.33 feet; thence South 0 degrees 03 minutes 16 seconds West 8.99 feet; thence North 89 degrees 56 minutes 44 seconds West 5.00 feet; thence South 0 degrees 03 minutes 16 seconds West 371.61 feet; thence along a curve to the left having a radius of 704.30 feet and a chord which bears South 12 degrees 39 minutes 26 seconds East 309.96 feet, an arc distance of 312.52 feet; thence South 25 degrees 22 minutes 09 seconds East 225.00 feet; thence North 64 degrees 37 minutes 51 seconds East 10.00 feet: thence along a curve to the right having a radius of 784.30 feet and a chord which bears South 22 degrees 26 minutes 58 seconds East 79.90 feet, an arc distance of 79.94 feet; thence North 70 degrees 28 minutes 13 seconds East 10.00 feet; thence along a curve to the right having a radius of 794.30 feet and a chord which bears South 17 degrees 35 minutes 32 seconds East 53.71 feet, an arc distance of 53.72 feet; thence North 74 degrees 20 minutes 43 seconds East 5.00 feet; thence along a curve to the right having a radius of 799.30 feet and a chord which bears South 7 degrees 54 minutes 17 seconds East 215.57 feet, an arc distance of 216.23 feet; thence South 89 degrees 50 minutes 43 seconds West 5.00 feet; thence along a curve to the right having a radius of 794.30 feet and a chord which bears South 0 degrees 01 minute 01

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second West 4.76 feet, an arc distance of 4.76 feet to the north line of U.S. Survey 641 Claim 1645; thence North 89 degrees 33 minutes 18 seconds West along said north line 130.00 feet; thence along a curve to the left having a radius of 664.30 feet and a chord which bears North 1 degree 55 minutes 22 seconds West 47.79 feet, an arc distance of 47.80 feet; thence North 86 degrees 00 minutes 58 seconds East 15.00 feet; thence along a curve to the left having a radius of 679.30 feet and a chord which bears North 14 degrees 40 minutes 35 seconds West 252.07 feet, an arc distance of 253.54 feet; thence North 25 degrees 22 minutes 09 seconds West 74.65 feet; thence North 64 degrees 37 minutes 51 seconds East 10.00 feet; thence North 25 degrees 22 minutes 09 seconds West 150.35 feet; thence along a curve to the right having a radius of 789.30 feet and a chord which bears North 24 degrees 58 minutes 01 second West 11.08 feet, an arc distance of 11.08 feet; thence South 67 degrees 15 minutes 01 second West 35.89 feet to the west line of the Southwest Quarter of Section 18; thence North 0 degrees 30 minutes 50 seconds East along said west line 1378.94 feet to the point of beginning.

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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. IN THE EVENT ANY PARTY TO THE TRANSACTION CONTEMPLATES THE USE OF A POWER OF ATTORNEY. THE COMPANY REQUIRES SUBMISSION OF THE POWER OF ATTORNEY FOR APPROVAL NO LESS THAN THREE DAYS PRIOR TO CLOSING
10. THE COMPANY REQUIRES RECEIPT OF FINAL LOAN FIGURES NO LESS THAN 24 HOURS PRIOR TO CLOSING
11. We should be provided with our standard form of indemnity (GAP Indemnity) for defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date but prior to the date of recording of the instruments under which the Proposed Insured acquires the estate or interest or mortgage covered by this commitment. Note: Due to office closures related to covid-19 we may be temporarily unable to record documents in the normal course of business.

**12. 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.**

MOCOTICO, LLC d/b/a Monroe County Title Co.  
P.O. Box 188  
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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. Rights or claims of parties in possession not shown by Public Records.
2. 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.
3. Easements, or claims of easements, not shown by the Public Records.
4. 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.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. 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.
7. 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.

**8. Taxes for the years 2023 and 2024 which are not now due and payable.**

**NOTE: Taxed in 2023 as Tract 08-18-300-001 and \$5,184.20 assessed. First Installment due November 15, 2024. Second Installment due December 27, 2024.**

9. Rights of the public, the State of Illinois and the municipality in and to any part of the land taken or used for roadway purposes.
10. Rights of public or quasi-public utility companies in and to any portion of the premises used for utility purposes.
11. Rights of way for drainage tiles, ditches, feeders, laterals and underground pipes.
12. Rights of others in and to any portion of the land lying within the right-of-way lines of any public roadways.
13. Easement granted September 27, 1990, to Harrisonville Telephone Company, as shown by document recorded October 3, 1990, in Deed Record 167 at page 709 in the Recorder's Office of Monroe County, Illinois.

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14. Utility Easement granted July 20, 1995, to the City of Waterloo, Illinois, as shown by document recorded July 25, 1995, in Deed Record 195 at page 319 in the Recorder's Office of Monroe County, Illinois.
15. Conditions, provisions and restrictions contained in deeds granted to the People of the County of Monroe, State of Illinois, as recorded as Document Numbers 269094, 269225 and 269898 in the Recorder's Office of Monroe County, Illinois.
16. Conditions, provisions and restrictions contained in Resolution No. 01-49 dated April 16, 2001, and passed by the County Commissioners of Monroe County, Illinois, and also contained in Resolution No. 01-04 dated March 26, 2001, and passed by the City Council of the City of Waterloo, Illinois.
17. Permanent Easement - Drainage Facility Installation and Maintenance agreement, made with the County of Monroe, State of Illinois, dated January 21, 2003, and recorded January 21, 2003, as Document No. 269096 in the Recorder's Office of Monroe County, Illinois.
18. Permanent Easement - Drainage Facility Installation and Maintenance agreement, made with the County of Monroe, State of Illinois, dated January 24, 2003, and recorded January 24, 2003, as Document No. 269227 in the Recorder's Office of Monroe County, Illinois.
19. Permanent Easement - Drainage Facility Installation and Maintenance agreement, made with the County of Monroe, State of Illinois, dated February 6, 2003, and recorded February 6, 2003, as Document No. 269900 in the Recorder's Office of Monroe County, Illinois.
20. Relating to the LaVerne R. Proctor Trust dated April 11, 1997, The Company should be furnished the following:

- a) A Certification of Trust executed by the Trustee in accordance with 760 ILCS 3/1013, 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.

21. Relating to the Timothy J. and Joann D. Harlin Trust dated November 14, 2013, The Company should be furnished the following:

- a) A Certification of Trust executed by the Trustee in accordance with 760 ILCS 3/1013, 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.

MOCOTICO, LLC d/b/a Monroe County Title Co.  
P.O. Box 188  
231 South Main Street  
Waterloo, IL 62298-0188

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22. **NOTE FOR INFORMATION:** 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. *Any deposit which exceeds \$50,000.00 must be presented in the form of wire transfer.* Please contact Monroe County Title Co. regarding the application of this new law to your transaction.
23. **NOTE FOR INFORMATION:** The recording of any deed hereunder is contingent upon approval by the Department of Mapping and Platting of Monroe County as to compliance with the Plat Act, Chapter 109 Illinois Revised Statutes, and County Board Ordinances No. 89-07 and the Conveyances Act, Chapter 30 Illinois Revised Statutes, 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.
24. **NOTE FOR INFORMATION:** The recording of any documents hereunder will be subject to recording fees pursuant to the Public Act 87-1121, Chapter 55 ILCS 5/3-6018. The Recorder shall charge an additional fee, in an amount equal to the fee otherwise provided by law, for recording any documents that do not conform to the standards.

End of Schedule B.

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**MONROE COUNTY TITLE CO.**  
**Privacy Statement**

Monroe County Title Co. ("MCTC") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains MCTC's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. MCTC follows the privacy practices described in this Privacy Statement and, depending on the business performed, MCTC Company may share information as described herein.

**Personal Information Collected**

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

**Disclosure of Personal Information**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance companies, agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Effective Date: 1/1/2013

**Disclosure to Affiliated Companies** – We are permitted by law to share your name, address and facts about your transaction with other MCTC companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

**Disclosure to Nonaffiliated Third Parties** – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

**Confidentiality and Security of Personal Information**

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

**Access to Personal Information/**

**Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out who your Personal Information has been disclosed to, and request correction or deletion of your Personal Information. However, MCTC's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Monroe County Title  
Attn: Privacy Compliance  
P.O. Box 188  
Waterloo, IL 62298

**Changes to this Privacy Statement**

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.