



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN 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, First American Title Insurance Company, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Lisa W. Cornehl, Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance[issued by First American 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].





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.

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.

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

Issuing Agent: Knuppel & Lindner
Issuing Office: 124 W. Market St., Havana, IL 62644
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 3873-24
Issuing Office File Number: 3873-24
Property Address: Rural Property, Havana, IL 62644
Revision Number:

SCHEDULE A

1. Commitment Date: October 16, 2024 @ 10:35AM
2. Policy to be issued:
 - a. ALTA Owner's Policy (7-1-21)
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured:
 - b.
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured:
 - c. None
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 Mary B Berry as to an undivided 1/2 interest, Brenda Thomas as to an undivided 1/4 interest, and Brett Allen Thomas as to an undivided 1/4 interest
5. The Land is described as follows: See Exhibit A attached hereto and made a part hereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 

 Blake Lindner
 Authorized Signatory
 Knuppel & Lindner
 Issuing Agent

Issuing Agent: Knuppel & Lindner
Name: Blake Lindner
Address: 124 W. Market St., Havana, IL 62644
Phone Number: 309-543-2291

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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 the public records
2. Easements or claims of easements, not shown by the Public Records
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting Title that would be disclosed by an accurate survey of the Land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/NSPS land title survey standards for commercial/industrial property.
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, if any, not shown as existing liens by the Public Records.
6. 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.
7. The lien of taxes assessed for the year 2023 and thereafter:
First installment 2023 taxes in the amount of \$452.96 is PAID.
Second installment 2023 taxes in the amount of \$452.96 is PAID.
*Exemptions include: None
Permanent Index No. 05-01-100-033 (Affects Parcel A)
8. The lien of taxes assessed for the year 2023 and thereafter:
First installment 2023 taxes in the amount of \$127.97 is PAID.
Second installment 2023 taxes in the amount of \$127.97 is PAID.
*Exemptions include: None
Permanent Index No. 05-001-100-006 (Affects Parcel B)
9. The lien of taxes assessed for the year 2023 and thereafter:
First installment 2023 taxes in the amount of \$38.11 is PAID.
Second installment 2023 taxes in the amount of \$38.11 is PAID.
*Exemptions include: None
Permanent Index No. 05-01-100-002 (Affects Parcel C)
10. The lien of taxes assessed for the year 2023 and thereafter:
First installment 2023 taxes in the amount of \$335.65 is PAID.
Second installment 2023 taxes in the amount of \$335.65 is PAID.

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File No.: 3873-24

The Land referred to herein below is situated in the County of Mason, State of Illinois, and is described as follows:

(Parcel A) That part of the East Half (E ½) of the Northwest Quarter (NW ¼) of Section 1, Township 22 North, Range 8 West of the Third Principal Meridian, Mason County, Illinois, lying South and East of Havens' Lease Map and the township road located in said Quarter Section; EXCEPTING commencing at the Northeast corner of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of said Section 1 and running thence West 441.44 feet; thence South 58° 28' 670.56 feet; thence South 43° 11' West, 176.00 feet to the actual place of beginning; thence continuing South 43° 11' West, 317.6 feet; thence South 2004.00 feet to the Southwest corner of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of said Section 1; running thence North 88° 06' East, 300.00 feet; thence North 2162.8 feet; thence North 48° 39' West, 110.13 feet to the actual place of beginning, exception containing 14.75 acres, more or less; FURTHER EXCEPTING commencing at the Northeast Corner of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of said Section 1, thence South 0° 16' West, 1062.00 feet, thence West 20.00 feet to the actual place of beginning; thence West 250.00 feet; thence South 0° 16' West, 400.00 feet; thence East 250.00 feet; thence North 0° 16' East, 400.00 feet to the actual place of beginning, said exception containing 2.30 acres, more or less; FURTHER EXCEPTING commencing at the Southeast corner of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼), thence North along the East line of said Northwest Quarter (NW ¼) a distance of 671.29 feet to an iron pin, the true point of beginning; thence North 90° 00' 00" West, a distance of 300.00 feet to an iron pin; Thence North a distance of 435.60 feet to an iron pin; thence South 90° 00' 00" East a distance of 300.00 feet to an iron pin in the East line of said Northwest Quarter (NW ¼); thence South along the East line of said Northwest Quarter (NW ¼), a distance of 435.60 feet to the true point of beginning, said exception containing 3.00 acres, more or less, all situated in the County of Mason, in the State of Illinois.

(Parcel B) That part of the East Half of Lot 2 and the East Half of Lot 1 being the Northeast Quarter of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 1, Township 22 North, Range 8 West of the Third Principal Meridian, Mason County, Illinois, and more fully described as follows: Commencing at the Half Section corner on the North side of said Section 1 and running thence West on the North line of said Section 1, 441.14 feet to the intersection of said North line and the boundary line of the Chautauqua Migratory Waterfowl Refuge and running thence South 58 degrees 28 minutes West 670.56 feet to a concrete marker with a bronze plate, running thence South 43 degrees 11 minutes West 493.60 feet to the intersection of the last described line and the West line of the East Half of Lot 2 in said Section (being the West line of the Northeast Quarter of the Northwest Quarter of said Section 1) thence South 149.38 feet along the West line of the East Half of the Northwest Quarter of said Section 1 to a point on the Southerly right of way line of a road survey known as FAS 571, and as relocated in 1970, said point being 40 feet right of Sta. 198 + 25.32, the actual place of beginning, thence Northeasterly along a right of way line curving to the right, the tangent to said curve forming a deflection angle of 124 degrees 49 minutes 38 seconds to the left with the last described line extended, and having a radius of 1105.92 feet, a distance of 337.63 feet to a point on a line 300 feet East of, and parallel with the West line of the East Half of the Northwest Quarter of said Section 1, said point being 40 feet right of Sta. 201 + 75.17; thence South 2002.48 feet; thence South 88 degrees 06 minutes West 300 feet; thence North on the West line of the East Half of the Northwest Quarter of said Section 1, 1854.62 feet to the actual place of beginning, subject to roads right of way on the South end thereof. Situated in the County of Mason and State of Illinois.

(Parcel C) The Southeast Part of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section One (1), Township Twenty-two (22) North, Range Eight (8) West of the Third Principal Meridian, Mason County, Illinois.

(Parcel D) The Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section One (1), excepting that part of said premises conveyed by Master's Deed, dated July 23, 1935, and recorded in Miscellaneous Record 129, Page 344, in the office of the Recorder of Deeds, Mason County, Illinois, containing Seven and one-half (7.5) acres, and also excepting two (2) triangular tracts of land shown as Tract 76a and Tract 76b on an instrument shown as Instrument No. 95017 and recorded in the Miscellaneous Records in Volume 161 at Page 104 in the Office of the Recorder of Mason County, Illinois, said Tract 76a containing .21 of an acre and said Tract 76b containing .84 of



Privacy Notice

Last Updated and Effective Date: December 1, 2023

First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") describe in our full privacy policy ("Policy"), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, and disclose your personal information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) when you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). This shortened form of the Policy describes some of the terms contained in the Policy.

The Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that the Policy does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy policy can be found [here](#).

What Type Of Personal Information Do We Collect About You? We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Personal Information? We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

How Do We Use Your Personal Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Disclose Your Personal Information? We do not sell your personal information or share your personal information for cross-context behavioral advertising. We may, however, disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; (3) to service providers and contractors; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we disclose your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Personal Information? The security of your personal information is important to us. That is why we take all commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

How Long Do We Keep Your Personal Information? We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Policy.