



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 EXTRACTIONAL 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

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Form 50128017 (6-7-22)





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: 3874-24
Issuing Office File Number: 3874-24
Property Address: 21017 East Co Road 2250N, 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 \$2710.78 is PAID.
Second installment 2023 taxes in the amount of \$2710.78 is PAID.
*Exemptions include: None
Permanent Index No. 05-01-300-001 (pt)
- The property address(es) and permanent index number(s) listed herein are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.
8. Dedication of Right of Way for Public Road Purposes from Loren A Thomas and Jane Thomas and given to the County of Mason, dated September 11, 1969 and recorded September 11, 1969 as document 146763 in Book 251, Page 432-433, Mason County Records.
 9. Covenants, conditions and restrictions contained in the Right-of-Way Easement from Loren A and S Jane Thomas and given to Menard Electric Cooperative dated April 26, 2006 and recorded May 30, 2006 as document 253619 in Book 1051, Page 59-60, Mason County Records, and any amendments thereto.
 10. Rights of the public, State of Illinois, and the municipality in and to that part of the premises in questions taken, used or dedicated for roads, streets, alleys, or highways.
 11. Drainage tiles, laterals, feeders, and underground pipes, if any.

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File No.: 3874-24

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

A part of the Southwest Quarter of Section 1, Township 22 North, Range 8 West of the Third Principal Meridian, Mason County, Illinois, described using bearings based on the Illinois State Plane Coordinate System NAD-83 (2011 ADJ) IL-West Zone, more particularly described as follows:

Commencing at a 5/8" iron rod at the northwest corner of the Southwest Quarter of said Section 1; thence North 88 degrees 39 minutes 12 seconds East 480.79 feet along the north line of the Southwest Quarter of said Section 1 to an iron rod, said iron rod being the Point of Beginning; thence South 01 degrees 14 minutes 26 seconds East 230.00 feet to an iron rod; thence North 88 degrees 39 minutes 12 seconds East 447.71 feet to an iron rod; thence North 01 degrees 14 minutes 26 seconds West 230.00 feet to an iron rod on the north line of the Southwest Quarter of said Section 1; thence South 88 degrees 39 minutes 12 seconds West 447.71 feet along the north line of the Southwest Quarter of said Section 1 to the Point of Beginning, containing 2.364 acres, more or less, subject to all rights of way and easements of record.

You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

Changes to Our Policy: We may change the Policy from time to time. Any and all changes to the Policy will be reflected on this page and in the full Policy, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE POLICY.**

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. To learn more, please visit <https://www.firstam.com/privacy-policy/>.

Contact Us: dataprivacy@firstam.com or toll free at 1-866-718-0097.