



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 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, Chicago Title Insurance Company, a(n) 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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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.

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- 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:
- the Notice;
 - the Commitment to Issue Policy;
 - the Commitment Conditions;
 - Schedule A;
 - Schedule B, Part I – Requirements;
 - 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**
- 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:
 - comply with the Schedule B, Part I – Requirements;
 - eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - acquire the Title or create the Mortgage covered by this Commitment.
 - 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.
 - 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.
 - 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.
 - The Company is not liable for the content of the Transaction Identification Data, if any.
 - 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.
 - 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**
- Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

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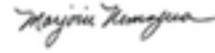
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
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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CHICAGO TITLE INSURANCE COMPANY
P.O. Box 45023, Jacksonville, FL 32232-5023



By: _____
Michael J. Nolan, President



By: _____
Marjorie Nemzura, Secretary

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

Issuing Agent: Southern Illinois Title Insurance Services, Inc.
Issuing Office: 209 E. Main St.
Carmi, IL 62821
Issuing Office's ALTA® Registry ID: TA.04.0401913
Loan ID Number:
Commitment Number: IL-2024-224
Issuing Office File Number: IL-2024-224
Property Address: Farmaland, Mt. Carmel, IL 62863
Revision Number:

SCHEDULE A

1. Commitment Date: October 4, 2024 8:00 AM
2. Policy to be issued:
 - (a) 2021 ALTA Owner's Policy
Proposed Insured: **Purchase with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**
 - Proposed Amount of Insurance: **\$10,000.00**
 - The estate or interest to be insured: **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:
Dalisa D. Ware, Successor-Trustee of Anthony J. and Janice D. Keepses Trust dated December 15, 1992
5. The land is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

SOUTHERN ILLINOIS TITLE INSURANCE SERVICES, INC.

209 E. Main St., Carmi, IL 62821
Telephone: (618) 382-2623

Countersigned by:

Raven Brown

Raven Brown, License #TA.04.0401913
Southern Illinois Title Insurance Services, Inc.,
License #TA.04.0401913

CHICAGO TITLE INSURANCE COMPANY

P.O. Box 45023, Jacksonville, FL 32232-5023

Michael J. Nolan

By: _____
Michael J. Nolan, President

Marjorie Nemzura

By: _____
Marjorie Nemzura, Secretary

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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 the final amounts are approved.

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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. 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 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 in the Public Records.
5. 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.
6. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
7. Property record numbers and figures are for informational purposes only and should not be relied upon for accuracy. Please verify all tax information with the County Treasurer's Office. This company will not be responsible for payment of taxes under any circumstances.
Real Estate Taxes are assessed under Tax I.D. #10-29-100-001, # 10-20-300-007, and #09-12-400-007, and have been paid to and including the year 2022 in the amount of \$531.74, \$469.68, \$351.78. Taxes for the years 2023 and 2024 are now a lien, but not yet due and payable.
8. The Company assumes no liability for increases in the amount of real estate taxes as shown above, and any civil penalties, as a result of retroactive revaluation of the land and improvements, changes in the usage of the land or the loss of any exemption or deduction applicable to the land insured herein.
9. NOTE: We will require and Affidavit of Owner in Possession for Part of the W/2 of the SW/4, 20-1S-13W
10. NOTE: A deed transferring property from the Estate to the Trust per Agreed Order filed on July 24, 2024 in Case No. 2023-PR-15.
11. SUBJECT TO Right-of-Way dated November 15, 1966 from Herman Keepes and Hazel Keepes to General Telephone Company of Illinois, recorded April 6, 1967 in Miscellaneous Record 90, at Page 50 in the Recorder's Office of Wabash County, Illinois.
12. SUBJECT TO Right-of-Way dated November 9, 1966 from Herman Keepes and Hazel Keepes to General Telephone Company of Illinois, recorded April 6, 1967 in Miscellaneous Record 90, at Page 61 in the Recorder's

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Office of Wabash County, Illinois.

13. SUBJECT TO Right-of-Way dated November 9, 1966 from Robert H. Keepes and Yvonne E. Keepes to General Telephone Company of Illinois, recorded April 6, 1967 in Miscellaneous Record 90, at Page 62 in the Recorder's Office of Wabash County, Illinois.
14. SUBJECT TO Right-of-Way dated Mach 6, 1972 from Hazel Keepes to General Telephone Company of Illinois, recorded December 21, 1972 in Miscellaneous Record 93, at Page 793 in the Recorder's Office of Wabash County, Illinois.
15. SUBJECT TO Right-of-Easement dated August 6, 1999 from Anthony J. Keepes to The Rural Wabash County Water, District Phase IV, recorded December 16, 1999 in Miscellaneous Book 116, at Page 855 in the Recorder's Office of Wabash County, Illinois.
16. SUBJECT TO Right-of-Easement dated August 6, 1999 from Anthony J. Keepes to The Rural Wabash County Water, District Phase IV, recorded December 16, 1999 in Miscellaneous Book 116, at Page 867 in the Recorder's Office of Wabash County, Illinois.
17. SUBJECT TO Dedication of Right of Way for Public Road Purposes, dated March 18, 2004 from Anthony J. Keepes to Wabash County Treasurer, recorded March 31, 2004 in Miscellaneous Book 121, at Page 585 in the Recorder's Office of Wabash County, Illinois.
18. 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.
19. The acreage stated in the legal description is for descriptive purposes only. Nothing in this commitment or in the Policy, when issued, should be construed as insuring against loss or damage due to the inaccuracy of the acreage or any discrepancy in the quantity of land so described.
20. **INFORMATORY RESTRICTIONS:** 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 later of: (1) the date on which all of the Schedule B Requirements are met and (2) the date of recording of the deed, mortgage or other instruments under which the Proposed Insured acquires the estate or interest covered by the Title Insurance Commitment. (Wabash County Recorder's Office is not up to date on their Recording of Records.)
21. **THE COMPANY SHOULD BE FURNISHED THE FOLLOWING:**
 - A. A certification of Trust executed by the Trustee in accordance with 760 ILCS 5/8.5, together with excerpts of the Trust agreement and amendments thereto relating to the designation of trustees and the power of the trustee to act in the current transaction, or
 - B. In the alternative, the trustee, in his or her sole discretion, may deliver to the company a full copy of the trust agreement together with all amendments thereto. The company reserves the right to add additional items or make further requirements after review of the requested documentation.

Terms, powers, provisions, and limitations of the trust under which title to the Land is held.

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22. TESTATE ESTATE SALE BY ESTATE
VEST IN "HEIRS AT LAW OR LEGATEES" OR "ESTATE OF" OF DECEDENT

Anthony J. Keepes, OWNING [AN

UNDIVIDED 100% INTEREST IN] THE LAND, DIED TESTATE ON
November 7, 2022 , LEAVING A WILL DATED December 15, 1992, AND

ADMITTED TO PROBATE ON November 6, 2023 IN CASE NUMBER
2023-PR-15 IN THE CIRCUIT COURT OF Wabash COUNTY, ILLINOIS.

WE HAVE EXAMINED SAID ESTATE AND NOTE THE FOLLOWING:

- (A) STATUTORY RIGHTS AND POWERS OF THE EXECUTOR OR ADMINISTRATOR WITH WILL ANNEXED;
- (B) CLAIMS ALLOWED OR WHICH MAY BE ALLOWED AGAINST THE ESTATE;
- (C) EXPENSES OF ADMINISTRATION;
- (D) ILLINOIS ESTATE TAX, ILLINOIS GENERATION SKIPPING TRANSFER TAX AND FEDERAL ESTATE TAX WHICH MAY BE CHARGED AGAINST THE ESTATE;
- (E) POWER OF SALE CONFERRED UPON THE EXECUTOR OR ADMINISTRATOR;
- (F) RIGHTS OF LEGATEES UNDER THE WILL.

NOTE: THIS COMMITMENT IS BASED UPON THE ASSUMPTION THAT TITLE IS TO BE CONVEYED PURSUANT TO AN EXECUTOR'S OR ADMINISTRATOR'S DEED PURSUANT TO POWER OF SALE [ORDER OF COURT ALLOWING SALE].

NOTE: IF TITLE IS TO BE DERIVED THROUGH A DEED BY ONE OTHER THAN THE EXECUTOR OR ADMINISTRATOR, A NOTICE OF PROBATE PURSUANT TO SECTION 20-24 OF THE PROBATE ACT SHOULD BE RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS.

- 23. Security Agreement and Financing Statement filed under the Uniform Commercial Code or other consumer protection laws, state or federal.
- 24. Coal, oil, gas and other minerals are excepted from this policy and no examination has been made of the title to minerals or leases of minerals underlying said premises.
- 25. Confirmed special assessments, if any, constructive notice of which is not imparted by the records of the Recorder of Deeds.
- 26. Rights of the public, the State of Illinois, the County, the Township and the Municipality in and to that part of the premises in question taken, used, or dedicated for roads or highways.
- 27. All rights and easements in favor of the holder of any interest in the mineral estate or of any party claiming by, through, or under said holder, if any.

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28. Rights of way for drainage ditches, drain tiles, feeders, laterals, and underground pipes, if any.
29. 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.

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EXHIBIT "A"

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

TRACT I:

The Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section Number Twenty-nine (29), in Township One (1) South, Range Thirteen (13) West, of the Second Principal Meridian, comprising 40 acres, more or less, Wabash County, Illinois; AND

TRACT II:

A tract of land in the West Half of the Southwest Quarter of Section 20, Township 1 South, Range 13 West, more particularly described as follows: Commencing at the Southwest corner of said Section 20, Township 1 South, Range 13 West, thence North 24.89 chains, to a point; thence East 16.89 chains to a point, thence South 24.89 chains to the South line of said Section 20; thence West 16.89 chains to the point of beginning, containing 40 acres, more or less, Wabash County, Illinois. AND

TRACT III:

That Part of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE 1/4) of Section Twelve (12) Township One (1) South, Range Thirteen (13) West of the Second Principal Meridian, Wabash County, Illinois, lying North and Northerly of the center line of Fordice Creek.

EXCEPT ANY INTEREST IN THE COAL, OIL, GAS AND OTHER MINERALS UNDERLYING THE LAND WHICH HAVE BEEN HERETOFORE CONVEYED OR RESERVED IN PRIOR CONVEYANCES, AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL, OIL, GAS AND OTHER MINERALS, IF ANY.

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