



Fidelity National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIDELITY NATIONAL TITLE INSURANCE

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 EXTRA CONTRACTUAL 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, Fidelity National Title Insurance, a Illinois 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.

Fidelity National Title Insurance

By: 
 Michael J. Nolan
 President

ATTEST: 
 Marjorie Nemzura
 Secretary

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27C170B25

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(F24-0236 COX.PFD/F24-0236 COX/6)



Fidelity National Title Insurance Company

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

Issuing Agent: Main Street Title Services, LLC
 Issuing Office: 1902 Broadway, Cape Girardeau, MO 63701
 Issuing Office's ALTA® Registry ID:
 Loan ID No.:
 Commitment No.: F24-0236
 Issuing Office File No.: F24-0236
 Property Address: 23872 Twente School Road, Thebes, IL 62990
 Revision No.:

SCHEDULE A

1. Commitment Date: May 20, 2024 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Owner's Policy (07/01/21)
 Proposed Insured: TBD
 Proposed Amount of Insurance:
 Premium:
 The estate or interest to be insured: Fee Simple
 - b.
 Proposed Insured:
 Proposed Amount of Insurance:
 Premium:
 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: Lauren Hobart, Jason Roach, and Kimberly Holtgrave, being heirs at law of Howard Cox and Martha Cox.
5. The Land is described as follows:
 SEE EXHIBIT A ATTACHED HERETO

MAIN STREET TITLE SERVICES, LLC

By:


 Main Street Title Services, LLC

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SCHEDULE B, PART I - Requirements

Commitment No.: F24-0236

File No. F24-0236

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.
 - a. Warranty Deed from Lauren Hobart and Jason Roach and Kimberly Holtgrave to TBD
 - b. Mortgage from TBD to TBD, securing the principal amount of \$
5. If the closing for the land described herein is to be conducted by Main Street Title, we require all funds necessary to close the transaction to be in the form of a cashier's check, certified check or wire transfer. If the proceeds from the closing or any "payoffs" pursuant to the closing require "Good Funds", then the funds received by us for such closing must be bank or wire transfer. The above applies to all closings unless other specific arrangements are made. Due to the wide variances in banking practices and lack of control over funds in transit, we cannot accept responsibility for delays in the clearing of funds.
6. Owners Affidavit to be signed by Owner/Seller at time of closing and returned to Main Street Title.
7. 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 of insure any transaction involving Land that is associated with these.

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SCHEDULE B
(Continued)

Commitment No.: F24-0236

File No. F24-0236

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. 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
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records.
4. Any encumbrance, violation, variation, or adverse circumstance, boundary lines overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.
5. Any lien or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
 - A. For informational purposes only:
Taxes on parcel are paid for the year 2022.
Parcel No. 05-25-300-005 in the amount of \$192.88
Parcel No. 05-25-300-007 in the amount of \$128.60
7. County taxes for the year 2023 and the years thereafter.
8. 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.
9. Rights of the public, State of Illinois, and the municipality in and to that part of the premises in question, taken, used or dedicated for roads or highways.
10. Title to all coal, oil, gas and other minerals within and underlying the premises, together with all mining and drilling rights and other rights, privileges and immunities relating thereto, and subject to all other rights and easements in favor of the owner of the mineral estate or any party claiming by, through or under said estate.
11. Right of Way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
12. Per Survey by Billy J. Abernathy, Illinois Professional Land Surveyor, No. 3536, dated 01/24/2024, Job No. 2023-457, Shawnee Professional Services.

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SCHEDULE B
(Continued)

Commitment No.: F24-0236

File No. F24-0236

13. Easement to Union Electric Company, dated 05/16/1968 and recorded 06/05/1968, in Book 193 at Page 348 of the land records of Alexander County, IL.

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EXHIBIT A

Commitment No.: F24-0236

File No. F24-0236

A parcel of land being a part of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 25, Township 15 South, Range 3 West of the Third Principal Meridian, said parcel being a part of the property described and recorded in Deed Book 136 at Page 486 in the Alexander County Courthouse; said parcel being more particularly described as follows:

BEGINNING at an iron rod set at the Southeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence S.89°03'05"W., 1306.87 feet to an iron rod found at the Southwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence N.00°37'10"W., 731.83 feet to an iron rod found at the Southwest corner of the Burns property (Book 319 at Page 335); thence N.73°23'31"E., 789.88 feet to an iron rod found at a corner of the Cox property (Book D404 at Page 857); thence along said Cox property the following Three (3) calls: S.35°30'43"E., 346.82 feet to an iron rod found; thence N.74°22'17"E., 72.64 feet to an iron rod found; thence N.65°30'49"E., 322.28 feet passing an iron rod found 295.69 feet to a mag nail set in the East line of $\frac{1}{4}$ - $\frac{1}{4}$ Section, in the West right-of-way of Twente School Road; thence S.00°29'57"W., 809.79 feet, along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section, to the Point of Beginning.

LESS AND EXCEPT:

COMMENCING at an iron rod set at the Southeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence N.00°29'57"E., 765.65 feet along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section to a point; thence S.66°32'57"W., 104.72 feet leaving said East line to an iron rod found at the Northeast corner of the Tedlock property (Book D400 at Page 213), this being the Point of Beginning; thence along said Tedlock property the following Four (4) calls: thence S.15°27'06"E., 68.00 feet to an iron rod set; thence S.66°32'57"W., 320.00 feet to an iron rod set; thence N.15°27'20"W., 68.00 feet to an iron rod set; thence N.66°32'57"E., 320.00 feet to the Point of Beginning.

Said parcel to contain 23.727 acres, more or less, per Survey by Billy J. Abernathy, Illinois Professional Land Surveyor, No. 3536, dated 01/24/2024.

Said parcel being SUBJECT TO the right-of-way of Twente School Road and all other rights-of-way and easements, recorded or otherwise, all situated in the County of Alexander, State of Illinois.

TOGETHER WITH:

A Twenty-five (25) foot wide easement for right of ingress and egress being a part of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 25, Township 15 South, Range 3 West of the Third Principal Meridian, said easement is a part of the property described and recorded in Deed Book 136 at Page 486, in the Alexander County Courthouse, said easement being Twelve and One-Half (12 $\frac{1}{2}$) feet each side of the following described centerline:

COMMENCING at an iron rod set at the Southeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence N.00°29'57"E., 779.33 feet along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section to a point; said point being the Eastern terminus of said centerline and the Point of Beginning; thence S.66°32'57"W., 135.27 feet to a point; said point being the Western terminus of said centerline.

Said Easement to contain 0.078 acres, more or less, per Survey by Billy J. Abernathy, Illinois Professional Land Surveyor, No. 3536, dated 1/24/2024.

Said Easement being SUBJECT TO all rights-of-way and easements, recorded or otherwise, all being situated in the County of Alexander, State of Illinois.

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; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

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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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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 – INTENTIONALLY DELETED

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