

First American Title™

## ALTA Commitment for Title Insurance

ISSUED BY

## First American Title Insurance Company

# **Schedule A**

Transaction Identification Data for reference only:

| Issuing Agent:                      | TITLE PROFESSIONALS, INC.                              |
|-------------------------------------|--|
| Issuing Office's ALTA® Reg          | istry ID: 1068820                                      |
| Issuing Office:                     | 606 NORTH MAIN STREET, SUITE B, BENTON, ILLINOIS 62812 |
| Customer Reference:                 | B23-234  |
| Commitment No.:                     | B23-234  |
| Property Address:<br>Revision Date: | Vacant Land, , IL 62812                                |

## SCHEDULE A

- 1. Commitment Date: August 15, 2023 at 07:30 AM
- 2. Policy to be issued:
  - (a) [X] ALTA® Owner's Policy
    Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
     Proposed Policy Amount: \$ 10,000.00
  - (b) [ ] Proposed Insured: Proposed Policy Amount:
- 3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
- 4. The Title is, at the Commitment Date, vested in:

Scott W. Corn and Betty J. Corn, as Trustees of The Scott W. Corn & Betty J. Corn Revocable Trust, under the provisions of a Trust Agreement dated August 9, 2018, and any amendments thereto, as to an undivided 1/6 interest; Vance E. Corn, as to an undivided 1/6 interest; Ruth Moak, as Trustee of the Ruth Moak Revocable Trust dated the 20th day of February, 2014 and any amendments thereto, as to an undivided 1/3 interest; and Emma Lou Beckwith, as trustee under the Emma Lou Beckwith Trust Agreement dated August 25, 1999, and any amendments thereto, as to an undivided 1/3 interest

5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

This page is only a part of a 2016 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; Schedule B, Part I-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Commitment No.: B23-234

## FIRST AMERICAN TITLE INSURANCE COMPANY

By: <u>/s/ Stormic Frost by A.H.</u> Title Professionals Inc

Title Professionals, Inc., Phone:(618)435-3668 Fax:(618)435-3667

Issuing Agent TITLE PROFESSIONALS, INC.

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## Schedule BI & BII

Commitment No.: B23-234

## 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.
  - a. Warranty Deed from Scott W. Corn and Betty J. Corn, as Trustees of The Scott W. Corn & Betty J. Corn Revocable Trust, under the provisions of a Trust Agreement dated August 9, 2018, and any amendments thereto, as to an undivided 1/6 interest; Vance E. Corn, as to an undivided 1/6 interest; Ruth Moak, as Trustee of the Ruth Moak Revocable Trust dated the 20th day of February, 2014 and any amendments thereto, as to an undivided 1/3 interest; and Emma Lou Beckwith, as trustee under the Emma Lou Beckwith Trust Agreement dated August 25, 1999, and any amendments thereto, as to an undivided 1/3 interest to TBD
- 5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.
- 6. Release of any mortgage set forth in Schedule B-II unless the policies to be issued hereunder are to be subject to such mortgage, if any.
- 7. Executed ALTA Statement, if applicable.
- 8. 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.
- 9. 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.

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## 10. The Company should be furnished with 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.

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## SCHEDULE B, PART II

#### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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 Public Records.
- Any encroachments, 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 III. 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. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in Public Records.
- 8. 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.

Taxes: The lien for General Taxes for the year 2022 and thereafter.

Property Record Number 07-33-300-001. Taxes of record for 2021 payable in 2022 were: \$245.92, PAID OF RECORD.

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## SCHEDULE B (Continued)

Commitment No.: B23-234

- 9. This Company has not been provided with and cannot confirm via the public record the correct property address for the legal description shown herein. Therefore, this commitment and policy, when issued, should not be construed to guarantee the accuracy of the property address shown herein.
- 10. Homestead interest of the spouse, if any.
- 11. Under the provisions of the Illinois Religious Freedom Protection and Civil Union Act, the parties to a Civil Union or any substantially similar legal relationship recognized by another state, are the same as those of married persons. Any reference herein to "spouse", "marital rights", "husband", "wife" or similar reference to marital status or rights associated with marital status, shall include parties to a Civil Union or any substantially similar legal relationship recognized by another state.
- 12. Terms, powers, provisions and limitations of the Trust Agreement pursuant to which title is held.
- 13. Subject to the rights of tenants in possession, if any.
- 14. Subject to existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
- 15. Subject to CRP contracts, if any.
- 16. Informational Note: Survey coverage is not available on commercial property without a current ALTA Survey.
- 17. Notwithstanding the references to acreage in the legal description, the policy does not insure the quantity described as acreage.
- 18. This commitment, and policy, when issued does not insure any coal, oil, gas, or other minerals. Therefore, any documents of record affecting the mineral estate including oil and gas leases have been intentionally omitted.
- 19. Rights, if any, of the United States of America, State of Illinois, the municipality and the public in and to so much of the land, if any, as may have been formed by means other than natural accretions or may be covered by the waters of any lake or reservoir located on the surface lying above or within the description contained herein.
- 20. Rights of the United States of America, State of Illinois, the municipality and the public in and to that part of the land lying within the bed of the Big Muddy River.
- 21. Right of owners of land bordering on the Big Muddy River in respect to the water and use of the surface of said Big Muddy River.
- 22. Subject to riparian rights, if any.

**Customer Service Contact Information:** 

Thank you for choosing TITLE PROFESSIONALS, INC. If you would like to share a compliment or report a complaint, please contact us via email: customerservice@title-pro.com.

Title Office License Number: TA.08.0800068

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ALTA Commitment for Title Insurance

**Exhibit A** 

Commitment File No.: B23-234

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

THE WEST ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION THIRTY-THREE, TOWNSHIP SIX SOUTH, RANGE TWO EAST OF THE THIRD PRINCIPAL MERIDIAN. Situated in Franklin County, Illinois. EXCEPT all coal, oil, gas, and other minerals.