

**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**Issuing Agent: **Madison County Title and Escrow, LLC**Issuing Office: **120 North Main Street  
Suite 2, Edwardsville, IL 62025**

Issuing Office's ALTA® Registry ID: \_\_\_\_\_

Loan ID Number:

Commitment Number:

Issuing Office File Number: **T46970**Property Address: **Unknown Rd, Alton, IL 62002**Revision Number: **1****SCHEDULE A**

1. Commitment Date: **August 2, 2024, at 5:00 pm**
2. Policy to be issued:
  - a. 2021 ALTA® Owner's Policy  
Proposed Insured: **Prospective Purchaser**  
Proposed Amount of Insurance: **\$1,000.00**  
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 **Organic MX, LLC as to Parcel 1; Brian C. Welsh and Heather M. Hey, as joint tenants, as to Parcel 2**  
and, as disclosed in the Public Records, has been since **September 29, 2023**
5. The Land is described as follows:  
**SEE ATTACHED EXHIBIT "A"**

**FIRST AMERICAN TITLE INSURANCE COMPANY**By:   
Authorized Signatory

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## EXHIBIT "A"

**Parcel 1: A tract of land in the Northeast Quarter of Section 5, Township 5 North, Range 9 West of the Third Principal Meridian, being that portion of land conveyed to Larry Manns by Deed in Lieu of Foreclosure recorded in Deed Document No. 2023R18325, Madison County, Illinois, and being more particularly described as follows: Commencing at a found iron pin at the Northwest corner of said Northeast quarter; thence North 89 degrees 04 minutes 10 seconds East, 526.00 feet along the North line of said Northeast Quarter (basis of bearings is the IL State Plane Coordinate System West Zone, NAD83) to a set 5/8 " iron pin with cap stamped "SMS FIRM #184-00992" (hereinafter referred to as "set iron pin") at the Northeast corner of land conveyed to John B. Barry and Gayvonna Francene as described in Deed Document No. 2022R15672 for the point of beginning; thence continuing North 89 degrees 04 minutes 10 seconds East, 535.40 feet along the North line of said Northeast Quarter to a set iron pin at its intersection with the Westerly line of a discontinued 100-foot wide Burlington Northern Railroad Company right of way as conveyed to Larry Manns (no documentation); thence in a general Southerly direction along said West line as offset 50.00 feet Westerly from field located centerline the following (2) courses;**

- 1.) South 14 degrees 49 minutes 12 seconds East, 1,455.29 feet to a set iron pin at a point of curve;
- 2.) 594.17 feet along the arc of a curve to the right, having a radius of 1,826.74 feet and a chord of South 05 degrees 30 minutes 07 seconds East, 591.55 feet to a set iron pin at its intersection with the North line of the South 779 feet of said Northeast Quarter;

**Thence North 89 degrees 44 minutes 35 seconds West, 1,328.57 feet along said North line to a set iron pin at its intersection with the West line of said Northeast Quarter; thence North 04 degrees 41 minutes 06 seconds West, 613.12 feet along said West line to a set iron pin at the most Southerly corner of said Barry/Francene land; thence in a general Northerly direction along the Westerly bounds of said Barry/Francene land the following (10) courses;**

- 1.) North 36 degrees 18 minutes 18 seconds East, 209.97 feet to a set iron pin;
- 2.) North 01 degree 41 minutes 18 seconds East, 169.00 feet to a set iron pin;
- 3.) North 28 degrees 51 minutes 18 seconds East, 103.00 feet to a set iron pin;
- 4.) North 48 degrees 16 minutes 18 seconds East, 639.50 feet to a set iron pin;
- 5.) North 28 degrees 11 minutes 18 seconds East, 139.00 feet to a set iron pin;
- 6.) North 11 degrees 53 minutes 42 seconds West, 97.00 feet to a set iron pin;
- 7.) North 31 degrees 18 minutes 42 seconds West, 136.00 feet to a set iron pin;
- 8.) North 58 degrees 13 minutes 42 seconds West, 115.00 feet to a set iron pin;
- 9.) North 49 degrees 18 minutes 42 seconds West, 142.00 feet to a set iron pin
- 10.) North 21 degrees 48 minutes 42 seconds West, 31.50 feet to the place of beginning,

**Containing 1,831.765 square feet, or 42.052 acres of land, more or less, in Madison County, Illinois. (Excepting therefrom the following tract of land: A tract of land in the Northeast Quarter of Section 5, Township 5 North, Range 9 West of the Third Principal Meridian, being that portion of land conveyed to Larry Manns by Deed in Lieu of Foreclosure recorded in Deed Document No. 2023R18325, Madison County, Illinois, and being more particularly described as follows: Commencing at a found iron pin at the Northwest corner of said Northeast Quarter; thence South 04 degrees 41 minutes 06 second East, along the West line of said Northeast Quarter (basis of bearings is the IL State Plane Coordinate System West Zone, NAD83) passing over a set 5/8" iron pin with cap stamped "SMS FIRM #184-00992" (hereinafter referred to as "set iron pin") at the most Southerly corner of land conveyed to John B. Barry and Gayvonna Francene as described in Deed Document No. 2022R51672 at 1,366.00 feet, for a total distance of 1,738.23 feet to a set iron pin for the point of beginning; thence East and Northeasterly over and upon land conveyed to Larry Manns as Described in Deed Document No. 2023R18325 the following (2) courses;**

- 1.) South 89 degrees 44 minutes 35 seconds East, 712.86 feet to a set iron pin on the Southeasterly line of a 150-foot wide Transmission Easement granted to Ameren Illinois Company, d/b/a Ameren Illinois by Deed Document No. 2017R19996.

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2.) North 59 degrees 07 minutes 33 seconds East, 674.21 feet to a set iron pin at a point of curvature in the Westerly line of a discontinued 100-foot wide Burlington Northern Railroad Company right of way as conveyed to Larry Manns (no documentation);  
thence Southerly 594.17 feet along said Westerly line, being the arc of a curve to the right, having a radius of 1,826.74 feet and a chord of South 05 degrees 30 minutes 07 seconds East, 591.55 feet to a set iron pin at its intersection with the North line of the South 779 feet of said Northeast Quarter; thence North 89 degrees 44 minutes 35 seconds West, 1,328.57 feet along said North line to a set iron pin at its intersection with the West line of said Northeast Quarter; thence North 04 degrees 41minutes 06 seconds West, 240.90 feet along said West line to the place of beginning, containing 434,668 square feet, or 9.979 acres of land more or less, in Madison County, Illinois.

Parcel 2: A tract of land in the Northeast Quarter of Section 5, Township 5 North, Range 9 West of the Third Principal Meridian, being that portion of land conveyed to Larry Manns by Deed in Lieu of Foreclosure recorded in Deed Document No. 2023R18325, Madison County, Illinois, and being more particularly described as follows: Commencing at a found iron pin at the Northwest corner of said Northeast Quarter; thence South 04 degrees 41 minutes 06 second East, along the West line of said Northeast Quarter (basis of bearings is the II State Plane Coordinate System West Zone, NAD83) passing over a set 5/8" iron pin with cap stamped "SMS FIRM #184-00992" (hereinafter referred to as "set iron pin") at the most Southerly corner of land conveyed to John B. Barry and Gayvonna Francene as described in Deed Document No. 2022R51672 at 1,366.00 feet, for a total distance of 1,738.23 feet to a set iron pin for the point of beginning; thence East and Northeasterly over and upon land conveyed to Larry Manns as Described in Deed Document No. 2023R18325 the following (2) courses;

1.) South 89 degrees 44 minutes 35 seconds East, 712.86 feet to a set iron pin on the Southeasterly line of a 150-foot wide Transmission Easement granted to Ameren Illinois Company, d/b/a Ameren Illinois by Deed Document No. 2017R19996.

2.) North 59 degrees 07 minutes 33 seconds East, 674.21 feet to a set iron pin at a point of curvature in the Westerly line of a discontinued 100-foot wide Burlington Northern Railroad Company right of way as conveyed to Larry Manns (no documentation);  
thence Southerly 594.17 feet along said Westerly line, being the arc of a curve to the right, having a radius of 1,826.74 feet and a chord of South 05 degrees 30 minutes 07 seconds East, 591.55 feet to a set iron pin at its intersection with the North line of the South 779 feet of said Northeast Quarter; thence North 89 degrees 44 minutes 35 seconds West, 1,328.57 feet along said North line to a set iron pin at its intersection with the West line of said Northeast Quarter; thence North 04 degrees 41minutes 06 seconds West, 240.90 feet along said West line to the place of beginning, containing 434,668 square feet, or 9.979 acres of land more or less, in Madison County, Illinois.

Permanent Parcel No. 19-1-08-05-00-000-018.001 (Parcel 1)

19-1-08-05-00-000-018.002 (Parcel 2)

NOTE: The Permanent Parcel No. is given for information purposes only and is not warranted or insured herein.

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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.

**Instruments creating the estate or interest to be insured, in insurable form, must be executed, delivered and duly filed for record.**

**In the event any party to the transaction contemplates the use of a Power of Attorney, the Company requires submission of the Power of Attorney for approval no less than three days prior to closing.**

**We should be furnished with proper information and authorization to obtain Loan/Lien Payoff figures. The Company requires receipt of payoff figures no less than 24 hours prior to closing.**

**All funds required from any party at Closing must be in the form of a Wire Transfer, Cashier's Check or Certified Check in accordance with the requirements of federal, state or local law.**

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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. 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.

1. **Standard Exceptions:**

- (a) Rights or claims of parties in possession not shown by the public records.
- (b) Easements, or claims of easements, not shown by the public records.
- (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
- (d) Any lien, or right of lien, for services, labor or material hereto or hereafter furnished, imposed by law and not shown by the public records.
- (e) Taxes or special assessments which are not shown as existing liens by the public records in the Recorder's Office of Madison County, Illinois.
- (f) This commitment is not an abstract, examination, report, or representation of fact or title and does not create and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort, claim or action. The sole liability of company and its title insurance agent shall arise under and be governed by paragraph 4 of the conditions.

2. Taxes for the years 2023 and 2024, not yet due and payable. Note for information purposes only: The 2023 General Taxes appear unpaid in the amount of \$1,693.00 plus penalties. (018.001). Note: The General Taxes for 19-1-08-05-00-000-018.002 will not be assessed until 2024.

3. **NOTE FOR INFORMATION:** Attention is directed to ordinances and regulations relating to connections, charges, and liens for use of any public sewerage, water or other utility system serving the land referred to herein.

We call your attention to the fact that all sewer and utility bills should be obtained from the offices supplying the service. We indicate only recorded liens.

4. 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 road purposes.

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

6. Easement for public utility purposes as created by instrument dated July 13, 1903 and recorded in Book 298 Page 622 from Meinard Joehl to St. Clair and Eastern Telephone Company, its successors and assigns, and the rights and privileges therein granted and contained.

7. Easement for driveway purposes made by William M. Manns, etux and Francis M. Wolff to George J. Penning dated November 23, 1937 and recorded December 4, 1937 in Book 753 Page 328. Said easement is described as

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beginning at the Southwest corner of the Northeast Quarter of Section 5; thence North 2 rods; thence Southeast to a point on the South line of said Northeast Quarter 2 rods East of the point of beginning; thence West to the point of beginning.

8. Rights of the Public, the State of Illinois and the municipality in and to that part of premises in question taken and used for S.A.R. 5.
9. Order of Condemnation entered May 12, 1964 in the Circuit Court of Madison County, Illinois, Case No. 63-L-1065 in favor of Illinois Power Company assessing damages to be paid to the owners of premises in question and awarding a right of way for electric transmission purposes over and across premises in question.
10. Easement dated April 6, 1990 and recorded June 29, 1990 in Book 3582 Page 202 as Roll and Frame No. 1730-58 made by Larry R. Manns to Union Electric Company, its successors and assigns for the right to construct, operate and maintain communication lines and appurtenances, and all rights thereto and terms thereof.
11. Rights of the Public, the State of Illinois and the municipality in and to the road known as Alton Commerce Parkway dedicated in Book 51 Page 24 and all rights thereto and terms thereof.
12. Rights of the Public, State of Illinois and the municipality in and to that part of premises in question conveyed or dedicated for public highway in Book 760 Page 575, and all rights thereto and terms thereof.
13. Easement dated August 30, 1938 and recorded in Book 768 Page 362 made by Oliver J. Deem to Union Electric Company of Illinois and all rights thereto and terms thereof.
14. Easement dated February 27, 1963 and recorded March 5, 1963 in Book 2202 Page 83 made by Robert C. Long and Donald A. Long to Illinois Power Company for electric transmission and distribution lines and appurtenances and all rights thereto and terms thereof.
15. Easement dated February 2, 1963 and recorded April 16, 1963 in Book 2209 Page 558 made by Robert Charles Long and Donald Albert Long to Illinois Power Company for a gas pipeline and appurtenances and all rights thereto and terms thereof.
16. Easement dated August 30, 1963 and recorded September 5, 1963 in Book 2237 Page 607 made by Robert C. Long and Donald A. Long to Illinois Power Company for electric transmission and distribution lines and appurtenances and all rights thereto and terms thereof.
17. Rights of way easements reserved in Book 3317 Page 1493.
18. Transmission Easement dated April 20, 2017 and recorded June 16, 2017 as Document No. 2017R19996 made by Terry A. Meyer to Ameren Illinois Company doing business as Ameren Illinois, its successors and assigns for the right to construct, operate, maintain and relocate electric lines and appurtenances, and all rights thereto and terms thereof.
19. Declaration of Easements dated July 14, 2023 and recorded July 31, 2023 as Document No. 2023R20009 made by Larry R. Manns for the use and benefit of each current and future owner for the installation of utilities and for access, ingress and egress to, from and between all parts of the property and the Public Right of Way known as Harris Lane, and all rights thereto and terms thereof.

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