



# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## ALTA COMMITMENT FOR TITLE INSURANCE issued by FIDELITY NATIONAL TITLE INSURANCE CORPORATION

### 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 EXTRACONTRACTUAL 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 Corporation, a California 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*Fidelity National Title Insurance Company*

By:

  
Michael J. Nolan  
President

ATTEST:

  
Marjorie Nemzura  
Secretary

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ALTA Commitment for Title Insurance (7-1-21)

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## 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.

### 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.

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## 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.

## 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.

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**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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## 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: Abstracts & Titles, Inc.  
Issuing Office: 205 North Second St., Edwardsville, IL 62025  
Issuing Office's ALTA® Registry ID: 1116833  
Commitment No.: TI143873  
Issuing Office File No.: TI143873  
Property Address:

### SCHEDULE A

1. Commitment Date: July 30, 2024 at 04:30 PM
2. Policy to be issued:
  - a. ALTA Owner's Policy (07/01/21)  
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below  
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:  
  
Barbara Ann Miller Faber, as Trustee of the Barbara Ann Miller Faber Revocable Trust dated June 13, 2018
5. The Land is described as follows:  
  
SEE EXHIBIT "A" ATTACHED HERETO

Abstracts & Titles, Inc.  
Authorized Signatory

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# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## 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. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
6. 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.
7. CLOSING INFORMATION NOTE: If the closing of subject property is to be conducted by Abstracts and Titles, Inc., we require all monies due from the purchase or the loan to be in the form of a "cashier's check", "money order" or "wire transfer". 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. Due to wide variances in banking practices and lack of control over funds, we cannot accept financial responsibility for delays in the clearing of funds. Please call your local title office regarding the application of this new law and requirements to your transaction.
8. NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.
9. 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.

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## SCHEDULE B - PART I

(Continued)

10. 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. The Company reserves the right to modify the Proposed Policy Amount(s) and premiums charged consistent therewith when the final amounts are approved or become known.
11. The Company should be provided a statement from the borrower(s) relative to any mortgage shown on Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or post postponed payments or other restructuring of the debt secured by the mortgage.
12. Trustee's Deed from Barbara Ann Miller Faber, as Trustee of the Barbara Ann Miller Faber Revocable Trust dated June 13, 2018 vesting fee simple title in Prospective Purchaser.
13. A license agreement may be required from Madison County Mass Transit District if access crosses the bike trail.
14. By virtue of the Affidavit recorded October 30, 2018 as Document No. 2018R34202 by the Madison County Government Chief County Assessment Official stating the legal description on the deed recorded August 20, 2018 as Document No. 2018R25802 contains grammatical errors with regard to the property in Section 6, Township 3 North, Range 8 West of the Third Principal Meridian, we note the following: We should be furnished with an accurate survey and legal description of the premises to be conveyed, which will be substituted for the one herein contained. NOTE: This report is subject to such further matters as may then appear.
15. We should be furnished the following concerning the trust under which title is held:
  - (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 information.
16. We should be provided with an Illinois Tax Lien Verification Affidavit or a Release of the following: Illinois Tax Lien filed October 4, 2023 as Lien Identification No. 187752 against Barbara Miller, address: 224 Moseley St., Elgin, IL 60123-6323, in the amount of \$480.04 plus interest and penalties.
17. NOTE: Please be aware that Abstracts & Titles, Inc. will issue a check payable to the trust in title. Abstracts & Titles, Inc. recommends a bank account be opened in the name of the trust prior to closing if one does not already exist. The check for disbursement must match the vesting in title.

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## FIDELITY NATIONAL TITLE INSURANCE COMPANY

### 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 Public Records.
3. The effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
4. Easements, or claims of easements, not shown by the Public Records.
5. 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.
6. 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.
7. Boundary line disputes, overlaps and other matters not shown by the public records.

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## SCHEDULE B - PART II

(Continued)

8. Taxes for the year 2023.  
Taxes for the year 2024, which are a lien but not yet due and payable.

Note for information purposes only:

The 2023 2nd, 3rd and 4th installments of General Taxes have not been paid in the amount of:  
\$1,248.27 (Total Tax \$1,664.36 which includes \$90.24 in drainage) Permanent Parcel No.

14-1-15-31-00-000-001.

\$48.00 (Total Tax \$64.00 which includes \$4.60 in drainage) Permanent Parcel No.

14-1-15-31-00-000-001.001.

\$4,804.65 (Total Tax \$6,406.20 which includes \$369.12 in drainage) Permanent Parcel No.

14-1-15-31-00-000-012.

Zero bill Permanent Parcel No. 14-1-15-31-00-000-002.004.

\$54.90 (Total Tax \$73.20 which includes \$7.38 in drainage) Permanent Parcel No.

14-1-15-31-00-000-002.

\$28.20 (Total Tax \$37.60 which includes \$3.60 in drainage) Permanent Parcel No.

14-1-15-31-00-000-011.

\$22.26 (Total Tax \$29.68 which includes \$1.56 in drainage) Permanent Parcel No.

14-1-15-31-00-000-010.

\$1,503.21 (Total Tax \$2,004.28 which includes \$111.60 in drainage) Permanent Parcel No.

13-1-21-06-00-000-001.

The 2023 General Taxes have been paid in the amount of \$0.30 (which is the drainage) on Permanent Parcel No. 14-1-15-31-00-000-002.002.

Permanent Parcel No. 14-1-15-31-00-000-001

Permanent Parcel No. 14-1-15-31-00-000-001.001

Permanent Parcel No. 14-1-15-31-00-000-012

Permanent Parcel No. 14-1-15-31-00-000-002.004

Permanent Parcel No. 14-1-15-31-00-000-002

Permanent Parcel No. 14-1-15-31-00-000-002.002

Permanent Parcel No. 14-1-15-31-00-000-011

Permanent Parcel No. 14-1-15-31-00-000-010

Permanent Parcel No. 13-1-21-06-00-000-001

PERMANENT PARCEL NUMBERS ARE PROVIDED FOR INFORMATION ONLY. WE NEITHER GUARANTEE NOR INSURE THE ACCURACY OR COMPLETENESS THEREOF. YOU ARE ADVISED THAT YOU SHOULD NOT RELY UPON THESE NUMBERS AND SHOULD INDEPENDENTLY VERIFY TAX PARCEL NUMBERS AND THE STATUS THEREOF.

9. Easements for public and quasi-public utilities, if any.
10. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
11. Assessments and Taxes, if any, not shown as a lien in the public records or the records of any taxing authority that levies taxes or assessments on real property.

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## SCHEDULE B - PART II

(Continued)

12. Attention is directed to ordinances and regulations relating to connections, charges and liens for use of any public sewerage, water or other utility systems serving the premises. NOTE: 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.
13. Rights, easements, leases and appurtenances relating to or associated with the estate of coal, oil, gas and other minerals underlying the land.
14. Rights of the public, the State of Illinois and the Municipality in and to those portions of the premises in question, if any, taken, used or dedicated for street, alley or highway purposes.
15. Easement dated November 14, 1922 and recorded January 3, 1923 in Book 501 Page 603 made by Herman W. Douforth to Madison County Light and Power Company in Book 501 Page 603 and all rights thereto and terms thereof. NOTE: Said easement subordinated in Book 2189 Page 105 to construction of Federal Aid Interstate Route 270.
16. Easement dated January 22, 1946 and recorded February 11, 1946 in Book 965 Page 226 made by Eugene O. Barton and Alma Barton to Illinois Power Company for lines and appurtenances and all rights thereto and terms thereof. NOTE: Said easement subordinated in Book 2289 Page 105 to Construction of Federal Aid Interstate Route 270.
17. Easement dated October 21, 1948 and recorded October 28, 1948 in Book 1093 Page 201 and supplemented in Book 2079 Page 518 made by Arthur H. Faber and Hilda M. Faber to Illinois Power Company for lines and appurtenances and all rights thereto and terms thereof. NOTE: Said easement subordinated in Book 2189 Page 105 to construction of Federal Aid Interstate Route 270.
18. Easement for electric distribution pole and system purposes dated November 23, 1962 recorded May 1, 1963 in Book 2212 Page 639 as Document No. 158-1963 made by Arthur H. Faber and Hilda M. Faber to Illinois Power Company, its successors and assigns and all the rights and privileges therein granted and contained.
19. Easement for overhang purposes for electric transmission and distribution line purposes dated May 14, 1968 recorded June 3, 1968 in Book 2559 Page 35 as Document No. 175-4615 made by Arthur H. Faber and Hilda M. Faber to Illinois Power Company, its successors and assigns and all the rights and privileges therein granted and contained.
20. Easement for electric power transmission and distribution purposes dated April 29, 1970 and recorded May 7, 1970 in Book 2687 Page 518 as Document No. 182-355 made by Arthur H. Faber and Hilda M. Faber to Illinois Power Company its successors and assigns and all the rights and privileges therein granted and contained. Location Notice in Book 2721 Page 78.
21. Easement for transmission and distribution of electric current purposes dated April 2, 1976 recorded April 22, 1976 in Book 3024 Page 1980 as Document No. 203-4672 made by Arthur H. Faber to Illinois Power Company, its successors and assigns and all the rights and privileges therein granted and contained.
22. Rights of County Ditch, Drainage and Levee District for County Ditch taken in Special improvements Record P Page 242 and all rights thereto and terms thereof.

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## SCHEDULE B - PART II

(Continued)

23. Easement dated April 12, 1939 and recorded May 15, 1939 in Book 783 Page 11 from Eugene O. Barton and Alma Barton, his wife to Socony-Vacuum Oil Company, Inc., its successors and assigns, and all the terms therein contained. Assigned to Magnolia Pipe Line Company in Book 865 Page 202.
24. Easement dated June 30, 1984 and recorded August 7, 1984 in Book 3295 Page 1515 as Document No. 238-6046 from Walter Dean Faber to Illinois Power Company, its successors and assigns, and all the terms therein contained.
25. Right of Way Easement dated April 29, 1986 and recorded May 1, 1986 in Book 3365 Page 222 as Document No. 1513-0088 from Walter Dean Faber to the Village of Glen Carbon, its successors and assigns and all the terms therein contained.
26. Resolution recorded October 2, 1983 in Book 3266 Page 572 as Document No. 235-0542 reclassifying the premises in question to be known as Agricultural Area and all the terms therein contained. NOTE: Retention of designation recorded in Book 3938 Page 1124.
27. Ordinance dated June 10, 1986 and recorded June 18, 1986 in Book 3371 Page 2132 as Document No. 1519-0783 and in Plat Book 53 Page 101 annexing certain property into the Village of Pontoon Beach and all the terms therein contained.
28. Ordinance No. 398 de-annexing certain territory from the Village of Pontoon Beach recorded August 17, 1987 in Book 3436 Page 639 as Document No. 1584-0262 and all the terms therein contained.
29. Temporary Easement dated May 27, 1992 and recorded July 29, 1992 in Book 3712 Page 845 as Document No. 1860-0262 from Walter Dean Faber to the State of Illinois, Department of Transportation and all the terms therein contained.
30. Ordinance No. 2002-65 annexing certain territory into the Village of Glen Carbon recorded December 24, 2002 in Book 4537 Page 4999 as Document No. 2002R77996 and all the terms therein contained. Note: Amendment recorded in Book 4544 Page 2167.
31. Ordinance 2003-10 annexing certain territory to the Village of Glen Carbon recorded April 8, 2003 in Book 4562 Page 5772 as Document No. 2003R24773 and all the terms therein contained.
32. Temporary Easement contained in Order Vesting Title Case No. 07-ED-2 recorded July 16, 2010 as Document No. 2010R26664 made by and between Arthur H. Faber, et al and the State of Illinois Department of Transportation and all the terms therein contained.
33. Ordinance No. 11-1101 recorded in Document No. 2011R07375 annexing certain territory into the Village of Pontoon Beach and all the terms therein contained.
34. Ordinance No. 11-1102 disconnecting certain territory from the Village of Pontoon Beach recorded August 29, 2014 as Document No. 2014R27449 and all the terms therein contained.
35. Ordinance No. 2011-3 recorded May 20, 2011 as Document No. 2011R18664 annexing certain territory into the Village of Glen Carbon and all the terms therein contained.

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ALTA Commitment for Title Insurance (7-1-21)

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## SCHEDULE B - PART II

(Continued)

36. Affidavit recorded October 30, 2018 as Document No. 2018R34202 by the Madison County Government Chief County Assessment Official stating the legal description on the deed recorded August 20, 2018 as Document No. 2018R25802 contains grammatical errors with regard to the property in Section 6, Township 3 North, Range 8 West of the Third Principal Meridian.
37. Supplemental Easement dated March 23, 2023 and recorded March 24, 2023 as Document No. 2023R07763 and revision recorded March 27, 2023 as Document No. 2023R07885 from Barbara Ann Miller Faber Revocable Trust to Ameren Illinois Company d/b/a Ameren Illinois, its successors and assigns, and all the terms therein contained. NOTE: This easement is supplementing the easement recorded in Book 2721 Page 78.
38. Easement dated March 20, 2023 and recorded March 24, 2023 as Document No. 2023R07764 from Barbara Ann Miller Faber Revocable Trust to Ameren Illinois Company dba Ameren Illinois, its successors and assigns, and all the terms therein contained.
39. Permanent Easement Grant dated July 19, 2023 and recorded September 20, 2023 as Document No. 2023R25231 from Barbara Ann Miller Faber as Trustee of the Barbara Ann Miller Faber Revocable Trust dated June 13, 2018 to Enable Mississippi River Transmission, LLC, its successors and assigns, and all the terms therein contained.
40. Permanent Easement Grant dated July 19, 2023 and recorded September 20, 2023 as Document No. 2023R25232 from Barbara Ann Miller Faber as Trustee of the Barbara Ann Miller Faber Revocable Trust dated June 13, 2018 to Enable Mississippi River Transmission, LLC, its successors and assigns, and all the terms therein contained.
41. Permanent Easement Grant dated July 19, 2023 and recorded September 20, 2023 as Document No. 2023R25233 from Barbara Ann Miller Faber as Trustee of the Barbara Ann Miller Faber Revocable Trust dated June 13, 2018 to Enable Mississippi River Transmission, LLC, its successors and assigns, and all the terms therein contained.
42. Permanent Easement Grant dated July 19, 2023 and recorded September 20, 2023 as Document No. 2023R25234 from Barbara Ann Miller Faber as Trustee of the Barbara Ann Miller Faber Revocable Trust dated June 13, 2018 to Enable Mississippi River Transmission, LLC, its successors and assigns, and all the terms therein contained.
43. Ordinance No. 2023-36 abating municipal corporation real estate taxes on certain real estate located in the Village of Glen Carbon recorded December 4, 2023 in Document No. 2023R32307 for one year commencing January 1, 2023 and ending on December 31, 2023 for real estate taxes incurred in the taxable year 2023 for real estate taxes due and payable in 2024 and all the terms therein contained.
44. Ordinance No. 2023-37 abating municipal corporation real estate taxes on certain real estate located in the Village of Glen Carbon recorded December 14, 2023 in Document No. 2023R33371 for one year commencing January 1, 2023 and ending on December 31, 2023 for real estate taxes incurred in the taxable year 2023 for real estate taxes due and payable in 2024 and all the terms therein contained.
45. Terms, powers, provisions and limitations of the Trust Agreement under which title to the premises in question is held.

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## SCHEDULE B - PART II

(Continued)

46. The acreage stated in the legal description is for descriptive purposes only. Nothing in this commitment or policy when issued should be construed as insuring against loss or damage due to the inaccuracy or discrepancy in the quantity of land so described.
47. Access may be limited and permission for driveway location may be required from the proper governing authority.
48. Access to parcel 3 appears to be Sand Road which crosses the Madison County Mass Transit District Nature Trail.
49. Premises in question is located in the Metro East Sanitary District and is subject to regulations and assessments thereof.
50. Premises in question is subject to existing leases, if any.
51. This report of title is made pursuant to an application for an ALTA form mortgage policy. Relative thereto we note:  
(a) Survey not required. A report of possession will be made.  
(b) We should be furnished with Abstracts and Titles Form No. 135 properly executed, and with any contractors affidavits and supporting lien waivers required thereby.
52. NOTE: The following endorsements will be shown on the Mortgage Policy.  
(A) Location Endorsement.  
(B) Restrictions, Encroachments, Minerals Endorsement: A 9-06 ALTA form endorsement will be issued with the policy. The Company hereby insures the Insured against loss or damage which the Insured shall sustain by reason of:  
(1) Any inaccuracies in the following assurances:  
(a) That there are no covenants, conditions or restrictions under which the lien of the mortgage referred to in Schedule A can be divested or subordinated or its validity, priority or enforceability otherwise impaired;  
(b) That, unless otherwise expressly set forth or indicated to the contrary in Schedule B:  
(1) There are no present violations on said land of any enforceable covenants, conditions or restrictions or plat building lines,  
(2) Any instrument referred to in Schedule B as specifically containing "covenants and restrictions" affecting said land does not, in addition, establish an easement thereon or provide for either a lien for liquidated damages, a levy of a private charge or assessment, an option to purchase, or the prior approval of a future purchaser or occupant,  
(3) There are no encroachments of existing improvements located on said land onto adjoining land, nor any encroachments onto said land of existing improvements located on adjoining land;  
(4) There are no encroachments of existing improvements located on said land onto that portion of said land subject to any easement shown in Schedule B.  
(C) Environmental Endorsement.

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## SCHEDULE B - PART II

(Continued)

### CHAIN OF TITLE

**WE NOTE FOR INFORMATION PURPOSES ONLY:**

**TITLE TO THE PREMISES IN QUESTION WAS CONVEYED TO BARBARA ANN MILLER**

**FABER, AS TRUSTEE OF THE BARBARA ANN MILLER FABER REVOCABLE TRUST**

**DATED JUNE 13, 2018 BY VIRTUE OF QUIT CLAIM DEED IN TRUST RECORDED AUGUST 20,**

**2018 AS DOCUMENT NO. 2018R25802.**

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# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## EXHIBIT A

The Land is described as follows:

### Parcel 1:

A tract of land lying in the North Half of Section 31, Township 4 North, Range 8 West of the 3rd Principal Meridian, Madison County, Illinois and being more fully described as follows to-wit:

Commencing at a found brass plug marking the Northwest Corner of said Section 31; thence South 00 degrees, 01 minute and 35 seconds West along the West line of said Section 51.66 feet to the South right-of-way of Chain of Rocks Road marking the True Point of Beginning, from which a 5/8" iron pin bears South 00 degrees, 01 minute and 35 seconds West 10.00 feet thence South 86 degrees, 00 minutes and 07 seconds East leaving said West line and along said right-of-way 62.87 feet to a 5/8" iron pin; thence South 89 degrees, 18 minutes and 56 seconds East along said right-of-way 275.27 feet to a 5/8" iron pin; thence North 77 degrees, 00 minutes and 38 seconds East along said right-of-way 123.49 feet to a 5/8" iron pin; thence South 89 degrees, 31 minutes and 54 seconds East along said right-of-way 2588.09 feet to a 5/8" iron pin; thence South 64 degrees, 30 minutes and 45 seconds East along said right-of-way 220.57 feet to a found concrete right-of-way marker; thence South 89 degrees, 27 minutes and 03 seconds East along said right-of-way 225.00 feet to a found 1/2" iron pin; thence North 54 degrees, 20 minutes and 05 seconds East along said right-of-way 92.96 feet to a 5/8" iron pin; thence South 89 degrees, 25 minutes and 43 seconds East along said right-of-way 91.33 feet to a 5/8" iron pin on the West right-of-way of Sand Road; thence South 00 degrees, 13 minutes and 03 seconds West leaving said Chain of Rocks Road right-of-way and along said Sand Road right-of-way 322.35 feet to a 5/8" iron pin; thence Southerly along said right-of-way and along a 01 degree, 05 minute and 45 second curve to the right having a central angle of 00 degrees, 27 minutes and 38 seconds, an arc length of 42.03 feet and a chord of South 00 degrees, 00 minutes and 46 seconds East 42.03 feet to a 5/8" iron pin; thence South 09 degrees, 50 minutes and 32 seconds West along said right-of-way 509.02 feet to a 5/8" iron pin; thence South 00 degrees, 20 minutes and 42 seconds West along said right-of-way 184.73 feet to a 5/8" iron pin on the North right-of-way of Interstate #270; thence North 88 degrees, 46 minutes and 37 seconds West leaving said Sand Road right-of-way and along said Interstate #270 right-of-way 118.26 feet to a 5/8" iron pin; thence North 00 degrees, 12 minutes and 23 seconds East along said right-of-way 55.01 feet to a point from which a 5/8" iron pin bears North 89 degrees, 29 minutes and 03 seconds West 40.00 feet; thence North 89 degrees, 29 minutes and 03 seconds West along said right-of-way 1620.55 feet to a 5/8" iron pin; thence North 88 degrees, 46 minutes and 37 seconds West along said right-of-way 1000.00 feet to a 5/8" iron pin; thence North 85 degrees, 54 minutes and 52 seconds West along said right-of-way 600.75 feet to a 5/8" iron pin; thence North 71 degrees, 34 minutes and 28 seconds West along said right-of-way 222.02 feet to a 5/8" iron pin on the West line of said Section; thence North 00 degrees, 01 minute and 35 seconds East leaving said right-of-way and along said West line 889.02 feet to the Point of Beginning as per survey #2024-008727 of John D. Janes, Illinois Professional Land Surveyor #35-004044 during August of 2024, (except coal and other mineral rights conveyed, excepted or reserved in prior conveyances) in Madison County, Illinois.

### Parcel 2:

A tract of land lying in the Northwest Quarter of Section 6, Township 3 North, Range 8 West of the 3rd Principal Meridian and Section 31, Township 4 North, Range 8 West of the 3rd Principal Meridian, Madison County, Illinois and being more fully described as follows to-wit:

Beginning at a found 5/8" iron pin marking the Corner common to Section 1, Township 3 North, Range 9 West, Section 6, Township 3 North, Range 8 West, Section 31, Township 4 North, Range 8 West and Section 36, Township 4 North, Range 9 West; thence North 00 degrees, 01 minute and 35 seconds East along the West line of said Section 31, Township 4 North, Range 8 West 3768.74 feet to a 5/8" iron pin on the South right-of-way of Interstate #270; thence North 64 degrees, 01 minute and 19 seconds East leaving said West line and along said right-of-way 112.56 feet to a 5/8" iron pin; thence North 89 degrees, 08 minutes and 26 seconds East along said right-of-way 2201.45 feet to a 5/8" iron pin; thence South 01 degree, 12 minutes and 23 seconds West along said right-of-way 50.00 feet to a 5/8" iron pin; thence North 89 degrees, 48 minutes and 36 seconds East along said right-of-way 1039.64 feet to a 5/8" iron pin; thence South 69 degrees, 20 minutes and 27 seconds East along said right-of-way 238.96 feet to a 5/8" iron pin on the West right-of-way of Sand Road; thence South 01 degree, 13



## EXHIBIT A

(Continued)

minutes and 03 seconds West leaving said Interstate #270 right-of-way and along said Sand Road right-of-way 276.11 feet to the West right-of-way of the old Illinois Terminal Railroad, from which a 5/8" iron pin bears South 32 degrees, 23 minutes and 22 seconds West 330.00 feet; thence South 32 degrees, 23 minutes and 22 seconds West leaving said Sand Road right-of-way and along said old Illinois Terminal Railroad right-of-way 6327.84 feet to a 5/8" iron pin on the South line of the North 92 Acres of the Northwest Quarter of said Section 6, Township 3 North, Range 8 West; thence North 88 degrees, 09 minutes and 44 seconds West leaving said right-of-way along said South line 190.39 feet to a 5/8" iron pin on the West line of said Section 6, Township 3 North, Range 8 West; thence North 00 degrees, 35 minutes and 28 seconds East leaving said South line and along said West line 1893.22 feet to the Point of Beginning as per survey #2024-008727 of John D. Janes, Illinois Professional Land Surveyor #35-004044 during August of 2024, (except coal and other mineral rights conveyed, excepted or reserved in prior conveyances) in Madison County, Illinois.

### Parcel 3:

A tract of land lying in the Northwest Quarter of Section 6, Township 3 North, Range 8 West of the 3rd Principal Meridian and Section 31, Township 4 North, Range 8 West of the 3rd Principal Meridian, Madison County, Illinois and being more fully described as follows to-wit:

Beginning at a found 1/2" iron pin marking the North Quarter Corner of Section 6, Township 3 North, Range 8 West; thence South 01 degree, 04 minutes and 17 seconds West along the North-South centerline of said Section 6, Township 3 North, Range 8 West 1892.94 feet to a 5/8" iron pin marking the Southeast Corner of the North 92 Acres of the Northwest Quarter of said Section 6, Township 3 North, Range 8 West; thence North 88 degrees, 09 minutes and 44 seconds West leaving said North-South centerline and along the South line of said North 92 Acres 1924.54 feet to a 5/8" iron pin on the East right-of-way of the old Illinois Terminal Railroad; thence North 32 degrees, 23 minutes and 22 seconds East leaving said South line and along said right-of-way 5775.96 feet to a 5/8" iron pin; thence North 43 degrees, 37 minutes and 08 seconds East along said right-of-way 275.12 feet to a 5/8" iron pin on the West right-of-way of Sand Road; thence South 07 degrees, 38 minutes and 58 seconds East leaving said old Illinois Terminal Railroad right-of-way and along said Sand Road right-of-way 162.19 feet to a 5/8" iron pin; thence South 01 degree, 13 minutes and 03 seconds West along said right-of-way 390.09 feet to the East-West centerline of said Section 31, Township 4 North, Range 8 West from which a 5/8" iron pin bears South 89 degrees, 42 minutes and 00 seconds East 20.00 feet; thence South 89 degrees, 42 minutes and 00 seconds East leaving said right-of-way and along said East-West centerline 39.25 feet to a 5/8" iron pin marking the Northeast Corner of the West Half of the Southeast Quarter of said Section 31, Township 4 North, Range 8 West; thence South 01 degree, 12 minutes and 22 seconds West leaving said East-West centerline and along the East line of said West Half 2714.79 feet to a 5/8" iron pin marking the Southeast Corner of said West Half; thence North 89 degrees, 09 minutes and 15 seconds West leaving said East line and along the line common to said Section 6, Township 3 North, Range 8 West and Section 31, Township 4 North, Range 8 West 1320.42 feet to the Point of Beginning as per survey #2024-008727 of John D. Janes, Illinois Professional Land Surveyor #35-004044 during August of 2024, (except coal and other mineral rights conveyed, excepted or reserved in prior conveyances) in Madison County, Illinois.