

File No.: 24-1251

ALTA COMMITMENT FOR TITLE INSURANCE
Issued by
FIDELITY NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO 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 COMPANY, a Florida 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 COMPANY

Countersigned: 

By: 
Authorized Officer or Agent

Preferred Title & Escrow, Inc.
208 South State Street
Jerseyville, IL 62052-1624
Tel: 618-498-3503
Fax:

By:



Michael J. Nolan
President

Attest:



Marjorie Nemzura
Secretary

This page is only a part of a 2021 ALTA[®] Commitment for Title Insurance issued by FIDELITY NATIONAL 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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.

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.

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- 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 closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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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: Preferred Title & Escrow, Inc.
Issuing Office: 208 S. State Street, Jerseyville, IL 62052
Issuing Office's ALTA® Registry ID: 1181950
Commitment No.: 24-1251-1
Issuing Office File No.: 24-1251
Property Address: Salt Spring Road, Hardin, IL 62047

SCHEDULE A

1. Commitment Date: August 22, 2024 at 08:00 AM
2. Policy to be issued:
 - a. 2021 ALTA Owner's Policy (07/01/21)
Proposed Insured:
Proposed Amount of Insurance: \$0.00
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:

Cynthia Borrowman
5. The Land is described as follows:

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

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24-1251

SCHEDULE A

(Continued)

TRACT 1

A PART OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION TEN (10), TOWNSHIP ELEVEN (11) SOUTH, RANGE TWO (2) WEST OF THE FOURTH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST CORNER OF SAID SECTION TEN (10); THENCE NORTH ON SAID QUARTER-QUARTER SECTION LINE TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF THE PUBLIC ROAD KNOWN AS SALT SPRING HOLLOW ROAD; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID SALT SPRING HOLLOW PUBLIC ROAD TO ITS INTERSECTION WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION TEN (10) TO THE PLACE OF BEGINNING, CONTAINING APPROXIMATELY 8 ACRES, MORE OR LESS SITUATED IN CALHOUN COUNTY, STATE OF ILLINOIS.

TRACT 2

A TRACT OF LAND LYING IN THE NORTH ONE-HALF OF SECTION FIFTEEN (15), TOWNSHIP ELEVEN (11) SOUTH, RANGE TWO (2) WEST (HARDIN TOWNSHIP SOUTH PART) CALHOUN COUNTY, ILLINOIS AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

FROM A POINT MARKING THE NORTHEAST CORNER OF THE NORTH ONE-HALF OF THE NORTH ONE-HALF OF THE AFOREMENTIONED SECTION FIFTEEN (15), RUN SOUTH 88 DEGREES 29 MINUTES 09 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTH ONE-HALF OF THE NORTH ONE-HALF 579.76 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 44 MINUTES 44 SECONDS WEST 1344.71 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTH ONE-HALF OF THE NORTH ONE-HALF; THENCE SOUTH 87 DEGREES 58 MINUTES 43 SECONDS WEST ALONG SAID SOUTH LINE 2211.98 FEET; THENCE NORTH 00 DEGREES 00 MINUTES WEST 1229.69 FEET TO A POINT IN THE CENTERLINE OF A PUBLIC ROAD; THENCE NORTH 72 DEGREES 40 MINUTES 32 SECONDS EAST ALONG SAID CENTRAL LINE 118.37 FEET; THENCE NORTH 59 DEGREES 54 MINUTES 24 SECONDS EAST ALONG SAID CENTERLINE 215.28 FEET TO A POINT ON THE NORTH LINE OF THE NORTH ONE-HALF OF THE NORTH ONE-HALF THE AFOREMENTIONED SECTION FIFTEEN (15); THENCE NORTH 88 DEGREES 29 MINUTES 09 SECONDS EAST ALONG SAID NORTH LINE OF THE NORTH ONE-HALF OF THE NORTH ONE-HALF 1929.53 FEET TO THE POINT OF BEGINNING, CONTAINING 68.51 ACRES, MORE OR LESS, WITH THE ABOVE DESCRIBED SUBJECT TO THAT PORTION NOW BEING USED FOR PUBLIC ROAD PURPOSES, AS PER SURVEY OF MARVIN J. LIKES, REGISTERED ILLINOIS LAND SURVEYOR #35-2150, ILLINOIS, IN SEPTEMBER OF 1979.

SUBJECT TO EASEMENTS, RESERVATIONS, RIGHT-OF-WAY GRANTS, EXCEPTIONS, COVENANTS, AGREEMENTS AND RESTRICTIONS OF RECORD.

ALSO SUBJECT TO AN ORDINANCE ADOPTING RULES AND REGULATIONS AS THEY APPEAR IN THE "CALHOUN COUNTY ZONING ORDINANCE OF 1971", AS AMENDED.

EXCEPTION FROM TRACTS 1 & 2

PART OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION TEN (10) AND PART OF THE NORTH HALF (N ½) OF THE NORTH HALF (N ½) OF SECTION FIFTEEN (15) ALL IN TOWNSHIP ELEVEN (11) SOUTH, RANGE TWO (2) WEST OF THE FOURTH PRINCIPAL

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24-1251

SCHEDULE A

(Continued)

MERIDIAN, CALHOUN COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN SET AT THE NORTHWEST CORNER OF SECTION FIFTEEN (15) AND THENCE NORTH 89 DEGREES 00 MINUTES 58 SECONDS EAST, ON THE NORTH LINE OF SAID SECTION FIFTEEN (15), 2801.04 FEET TO A RAILROAD SPIKE SET IN THE CENTERLINE OF SALT SPRING HOLLOW ROAD, 40 FEET WIDE, FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 00 MINUTES 58 SECONDS EAST 38.37 FEET TO AN IRON PIN SET ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID SALT SPRING HOLLOW ROAD; THENCE ON SAID SOUTHERLY RIGHT-OF-WAY, NORTH 57 DEGREES 35 MINUTES 48 SECONDS EAST, 41.13 FEET TO AN IRON PIN SET; THENCE NORTH 65 DEGREES 05 MINUTES 09 SECONDS EAST, 248.33 FEET TO AN IRON PIN SET; THENCE CONTINUING ON SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 57 DEGREES 22 22 MINUTES 16 SECONDS EAST, 202.86 FEET TO AN IRON PIN SET; THENCE NORTH 61 DEGREES 03 MINUTES 21 SECONDS EAST, 60.40 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 01 DEGREES 55 MINUTES 50 SECONDS EAST, 645.99 FEET TO AN IRON PIN SET; THENCE SOUTH 33 DEGREES 29 MINUTES 12 SECONDS WEST, 1185.44 FEET TO THE SOUTH LINE OF THE NORTH HALF (N ½) OF THE NORTH OF THE NORTH HALF (N ½) OF SAID SECTION FIFTEEN (15) FROM WHICH A PIPE FOUND BEARS SOUTH 29 DEGREES 00 MINUTES 42 SECONDS WEST, 1.14 FEET; THENCE SOUTH 88 DEGREES 25 MINUTES 53 SECONDS WEST ON SAID SOUTH LINE, 200.29 FEET TO THE SOUTHWEST CORNER OF TRACT OF LAND DESCRIBED IN THE WARRANTY DEED TO MICHAEL A. GRACEY AND FRANCES E. GRACEY AS RECORDED ON JANUARY 18, 2000 IN DEED RECORD BOOK 40, ON PAGE 604, FROM WHICH A IRON PIN FOUND BEARS NORTH 00 DEGREES 38 MINUTES 52 SECONDS EAST, 2.69 FEET; THENCE NORTH 00 DEGREES 28 MINUTES 52 SECONDS EAST ON THE WEST LINE OF SAID GRACEY TRACT, 1229.69 FEET TO A RAILROAD SPIKE FOUND IN THE CENTERLINE OF THE AFORESAID SALT SPRING HOLLOW ROAD; THENCE NORTH 73 DEGREES 04 MINUTES 34 SECONDS EAST ON SAID ROAD CENTERLINE, 111.30 FEET TO A NAIL SET; THENCE NORTH 65 DEGREES 59 MINUTES 10 SECONDS EAST, 51.08 FEET TO A NAIL SET; THENCE CONTINUING ON SAID ROAD CENTERLINE, NORTH 57 DEGREES 35 MINUTES 48 SECONDS EAST, 169.91 FEET TO THE POINT OF BEGINNING.

CONTAINING 20 ACRES MORE OR LESS.

TRACT 3

A TRACT OF LAND LYING IN AND BEING A PART OF THE SOUTH HALF (S ½) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION FIFTEEN (15), TOWNSHIP ELEVEN (11) SOUTH, RANGE TWO (2) WEST OF THE FOURTH PRINCIPAL MERIDIAN, CALHOUN COUNTY, ILLINOIS AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKING THE NORTHEAST CORNER OF THE SOUTH HALF (S ½) OF THE NORTHEAST QUARTER (NE ¼) OF THE AFOREMENTIONED SECTION FIFTEEN; THENCE SOUTH 87 DEGREES 58 MINUTES 43 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTH HALF (S ½), A DISTANCE OF 574.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 16 MINUTES 24 SECONDS WEST (LEAVING SAID NORTH LINE), 903.50 FEET; THENCE SOUTH 86 DEGREES 56 MINUTES 09 SECONDS WEST, 1164.13 FEET; NORTH 00 DEGREES 00 MINUTES EAST, 923.77 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF (S ½) OF THE NORTHEAST QUARTER (NE ¼) OF SAID SECTION FIFTEEN (15); THENCE NORTH 87 DEGREES 56 MINUTES 43 SECONDS EAST ALONG SAID NORTH LINE, 1183.28 FEET TO THE POINT OF BEGINNING, CONTAINING 24.58 ACRES, MORE OR LESS. AS PER SURVEY IN APRIL OF 2002 OF MARVIN J. LIKES,

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

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24-1251

SCHEDULE A

(Continued)

ILLINOIS PROFESSIONAL LAND SURVEYOR #35-2150.

EASEMENT

PART OF THE NORTH HALF (N ½) OF THE NORTH HALF (N ½) OF SECTION FIFTEEN (15), TOWNSHIP ELEVEN (11) SOUTH, RANGE TWO (2) WEST OF THE FOURTH PRINCIPAL MERIDIAN, CALHOUN COUNTY, ILLINOIS.

A TWENTY (20) FOOT WIDE EASEMENT, LYING TEN (10) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF SAID SECTION 15 AND THENCE NORTH 89 DEGREES 00 MINUTES 58 SECONDS EAST, ON THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 2801.04 FEET TO A RAILROAD SPIKE FOUND IN THE CENTERLINE OF SALT SPRING HOLLOW ROAD, 40 FEET WIDE; THENCE SOUTH 57 DEGREES 35 MINUTES 48 SECONDS WEST, ON SAID ROAD CENTERLINE, 169.91 FEET TO A NAIL FOUND AND SAID CENTERLINE THERE BEGINS; THENCE SOUTH 33 DEGREES 51 MINUTES 57 SECONDS EAST, 27.66 FEET TO AN IRON PIN SET; THENCE SOUTH 88 DEGREES 21 MINUTES 44 SECONDS EAST, 60.11 FEET TO AN IRON PIN SET; THENCE NORTH 78 DEGREES 38 MINUTES 27 SECONDS EAST, 58.78 FEET TO AN IRON PIN SET; THENCE SOUTH 81 DEGREES 48 MINUTES 29 SECONDS EAST, 40.00 FEET TO AN IRON PIN SET; THENCE SOUTH 51 DEGREES 00 MINUTES 51 SECONDS EAST, 22.22 FEET TO AN IRON PIN SET ON THE WEST LINE OF A 20.00 ACRE TRACT AND SAID CENTERLINE THERE TERMINATES.

Preferred Title & Escrow, Inc.

Authorized Signature or 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.
 - a. Warranty Deed from Cynthia Borrowman to .
 - b. Mortgage from to , securing the principal amount of \$0.00.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact your local Title office regarding the application of this new law to your transaction.
7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

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SCHEDULE B, PART II - EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions

1. Rights or claims of parties in possession not shown by Public Records.
2. Any encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.
3. Easements, or claims of easements, not shown by the Public Records.
4. 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.
5. Taxes or special assessments which are not shown as existing liens 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. 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.
8. General real estate taxes for the year(s) 2022 and subsequent years
Permanent Index Number: 07-10-10-400-102
Note: The first installment of the 2022 taxes in the amount of \$8.63 is paid.
The second installment of the 2022 taxes in the amount of \$8.63 is paid.
Taxes for the year 2023 are not yet due, payable or delinquent.

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SCHEDULE B - PART II

(Continued)

9. General real estate taxes for the year(s) 2022 and subsequent years
Permanent Index Number: 07-10-15-200-001
Note: The first installment of the 2022 taxes in the amount of \$79.23 is paid.
The second installment of the 2022 taxes in the amount of \$79.23 is paid.
Taxes for the year 2023 are not yet due, payable or delinquent.
10. General real estate taxes for the year(s) 2022 and subsequent years
Permanent Index Number: 07-10-15-200-106
Note: The first installment of the 2022 taxes in the amount of \$12.05 is paid.
The second installment of the 2022 taxes in the amount of \$12.05 is paid.
Taxes for the year 2023 are not yet due, payable or delinquent.
11. Mortgage dated May 7, 2021 and recorded on May 7, 2021 as Document No. 202100073223, executed by Cynthia Borrowman-Kamp and given to C.N.B. Bank & Trust, N.A. to secure a note in the amount of \$129,600.00 and such other sums as provided therein.
12. Subject to Rules and Regulations of "Calhoun County Zoning Ordinance of 1971", as amended.
(For particulars, see record)
13. Subject to and together with an Easement dated April 27, 2017, and filed for record in the Calhoun County Recorder's Office on May 1, 2017, as Document Number 201700069985, in Book 194, at Page 15.
(For particulars, see record)
14. Rights of Way for drainage ditches, drain tile, feeders, laterals, and underground pipes, if any.
15. Rights of the public, the State of Illinois and the municipality in and to that part of the premises in question taken, used or dedicated for roads or highways.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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

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