



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

Issuing Agent: Title Professionals, Inc. dba Roe Abstract & Title
Issuing Office: 113 North Main Street, Pinckneyville, IL 62274
Issuing Office's ALTA® Registry ID: 1068820
Loan ID No.:
Commitment No.: ROE 25-069
Issuing Office File No.: ROE 25-069
Property Address: _____ Phlox Rd. and West Lake Rd., Pinckneyville, IL 62274
Revision No.: 1

SCHEDULE A


1. Commitment Date: April 29, 2025 at 07:30 AM
2. Policy to be issued:
 - a. ALTA® Owner's Policy
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Amount of Insurance: \$ 10,000.00
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: Michael G. Kelly, as Successor Trustee under the provisions of a Trust Agreement dated the 1st day of January, 1998 and known as HWK LAND TRUST #1.
5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

Title Professionals, Inc. dba Roe Abstract & Title

By: /s/ Stormie Frost by pjc
**Title Professionals Inc., dba Roe
Abstract & Title, PHONE 618 357-2929
FAX 618 357-3164**

Chicago Title Insurance Company

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary

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Chicago 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 Michael G. Kelly, as Successor Trustee under the provisions of a Trust Agreement dated the 1st day of January, 1998 and known as HWK LAND TRUST #1 to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
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. 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.
10. A certification of the Trust under which title to the land is held, must be furnished this Company in order to eliminate Exception No. 24.
11. 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.
12. We should be furnished with a Letter of Direction from the current Beneficiaries of the HWK Land Trust #1 authorizing this transaction.
13. In order to eliminate Exception No. 18 an Affidavit signed by the owner stating that the referenced Bills of Sale do not affect this property, or that there are no cottages or cabins on this property.

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SCHEDULE B
(Continued)

14. Recordation of a dedication of a strip of land to Perry County, as referenced on the Plat of Survey. This is required to insure that all lots have public access.

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. 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. 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 line 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.
9. 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.

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SCHEDULE B
(Continued)

10. Taxes: The General Taxes for the years 2024 and 2025 are a lien, but not yet due and payable.
- Property Record Number 1-53-0150-190
General Taxes of record for the year 2023 payable in 2024 appear paid in the amount of \$675.92 with No Exemptions. (Affect premises in question and other lands)
11. 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.
12. Resolution A-6-25-02, dated Jun 25 2002, recorded Jun 26 2002 in Record Book 639, page 14, alterations and relocation of all buildings or structures, and the location or relocation of mobile homes, requires a Perry County Building Permit prior to commencement. The violation of any rule or regulation shall be subject to a fine. (For further particulars see record)
13. Subdivision Ordinance of Perry County, adopted Mar 9 1998, revised Apr 26 1999, and recorded Apr 27 1999 in Record Book 461, pages 303-341.
- Perry County Government Ordinance A-5-28-02 dated May 28, 2002, recorded June 26, 2002 in Record Book 639, page 17, as to Compliance with Plat Act and Perry County Subdivision Ordinance.
14. All rights and easements in favor of the owner of the mineral estate or of any party claiming by, through, or under said estate.
15. This commitment and policy when issued does not insure any coal, oil, gas or other minerals. Therefore, any document of record affecting the mineral estate including oil and gas leases has been intentionally omitted.
16. Terms, conditions, reservation and limitations as set forth in Quit Claim Deed in favor of the City of Pinckneyville, IL dated November 7, 1947 and recorded in Deed Record 155 at page 17.
17. Right of way easement in favor of Washington County Water Company dated July 25, 1994 and recorded in Record Book 240 at page 7.
18. Right, title and interest of those persons having or claiming possessary rights to "cottages", "cabins" and the like as reflected in recorded Bills of Sale describing portions of the insured premises.
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 lake.
21. Right of owners of land bordering on the lake in respect to the water and use of the surface of said lake.
22. Riparian rights, if any.

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SCHEDULE B
(Continued)

23. Easement dated February 24, 2003 and recorded March 6, 2003 in Record Book 688 at page 59; and re-recorded March 10, 2003 in Record Book 688 at page 214 to Illinois Power Company.
24. The Company should be furnished with the following:

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

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.

25. Terms, powers, provisions and limitations of the trust under which title to said land is held.
26. Mortgage With Future Advance Clause dated April 26, 2012, recorded May 1, 2012, as Document Number 2012-01102, made by Michael G. Kelly as Successor Trustee under the Provisions of A Trust Agreement dated the 1st day January 1998, and known as HWK Land Trust #1, An Illinois Land Trust, to Murphy Wall State Bank and Trust Company covering the premises in question, to secure an indebtedness in the principal amount of \$850,000.00, with interest as therein specified, and subject to covenants, agreements and conditions therein contained. (Affects additional property)
27. Assignment of Leases and Rents dated April 26, 2012 recorded May 1, 2012, as Document Number 2012-01103 by Michael G. Kelly as Successor Trustee under the provisions of a Trust and Agreement dated the 1st day of January, 1998, and known as HWK Land Trust #1, An Illinois Land Trust to Murphy Wall State Bank and Trust Company. (Affects additional property)
28. Mortgage dated January 21, 2014, recorded January 22, 2014, as Document Number 2014-00132, made by Michael G. Kelly, not personally but as Trustee under the provisions of a Trust Agreement dated January 1, 1998 and known as the HWK Land Trust #1, to Murphy Wall State Bank and Trust Company, to secure an indebtedness in the principal amount not to exceed \$104,580.00, with interest as therein specified, and subject to covenants, agreements and conditions therein contained. (Affects additional property)
29. Assignment of Rents dated January 21, 2014, recorded January 22, 2014, as Document Number 2014-00133 by HWK Land Trust #1 to Murphy Wall State Bank and Trust Company. (Affects additional property)
30. Trust Agreement dated January 1, 1998, recorded April 15, 2024, as Document No. 2024-00694 by and between Robert D. Kelly, as Trustee and as Howard F. Kelly, Robert D. Kelly, Michael F. Kelly and Maria Gloria Kelly, Beneficiaries and known as HWK LAND TRUST #1. Effective September 26 2006, Robert D. Kelly, resigns as Trustee under the provision of the Trust Agreement dated January 1, 1998 and known as the HWK LAND TRUST #1 Designate and appoint Michael G. Kelly as Successor Trustee under the above named trust effective September 26, 2006.

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SCHEDULE B
(Continued)

31. A Resolution Regarding the Plat of Annexation of the Pinckneyville City Lake recorded January 27, 2003 in Record Book 679, page 66. Ordinance No. O-2001-05, An Ordinance annexing Territory to the City of Pinckneyville, Perry County, Illinois recorded March 5, 2001 in Record Book 555, page 9.
32. Consequences of changes of the elevation of the land by natural or unnatural means on the physical location of the boundaries of the land described by reference to elevations in Schedule A herein.
33. Matters referenced on Plat of Survey dated April 9, 2024 and recorded April 24, 2025 as Document Number 2025-00851 made by Jason Taylor, Big Muddy Land Surveying, LLC, PLS 3680 including building setback lines. We are referencing what we see on the survey; we are not insuring that the surveyor properly depicted it on the ground.

NOTE: The recorded plat is not executed by the surveyor Jason Taylor or the Highway Engineer. A corrected and fully executed version should be recorded.
34. Encroachment of two sheds on Lot 1 as depicted on Plat of Survey of KELLY LAKE ESTATES.

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.08.0804436

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Commitment No.: ROE 25-069

EXHIBIT A

Lots 1 through 7, inclusive, of Final Plat of KELLY LAKE ESTATES, a Minor Subdivision in Perry County, Illinois, being a part of the Southwest Quarter of Section Eleven (11), Township Five (5) South, Range Three (3) West of the Third Principal Meridian, Perry County, Illinois as shown by the Plat thereof recorded April 24, 2005 as Document Number 2025-00851 in the Recorder's Office of Perry County, Illinois.

EXCEPT any interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

BEING PREVIOUSLY DESCRIBED AS:

PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, PERRY COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (REFERENCE PLAT OF SURVEY IN SLOT 330 OF THE SURVEY CABINET), FROM SAID POINT AN IRON PIPE IS LOCATED ON AZIMUTH OF 158°46'39" A DISTANCE OF 35.35 FEET (REFERENCE MONUMENT RECORD RECORDED IN BOOK 368, PAGE 254); THENCE EASTERLY ON THE SOUTH LINE OF SECTION 11 ON AN AZIMUTH OF 89°59'35" A DISTANCE OF 1334.46 FEET TO AN IRON ROD FOUND AT THE POINT OF BEGINNING; THENCE CONTINUING EASTERLY ON THE SOUTH LINE OF SECTION 11 ON AN AZIMUTH OF 92°04'49" A DISTANCE OF 165.35 FEET TO THE WEST LINE OF A TRACT OF LAND CONVEYED TO ROGER AND KAREN HEAPE IN DOCUMENT 2019-01202; THENCE NORTHERLY ON THE EAST LINE OF THE WEST 5 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER ON AN AZIMUTH OF 358°22'36" A DISTANCE OF 1293.74 FEET; THENCE NORTHWESTERLY ON AN AZIMUTH OF 342°07'22" A DISTANCE OF 818.41 FEET; THENCE NORTHWESTERLY ON AN AZIMUTH OF 285°34'28" A DISTANCE OF 1312.60 FEET TO THE WEST LINE OF SECTION 11; THENCE SOUTHERLY ON THE WEST LINE OF SECTION 11 ON AN AZIMUTH OF 179°02'53" A DISTANCE OF 517.82 FEET; THENCE EASTERLY ON AN AZIMUTH OF 84°03'37" A DISTANCE OF 49.96 FEET; THENCE SOUTHERLY ON AN AZIMUTH OF 180°39'46" A DISTANCE OF 584.97 FEET; THENCE SOUTHERLY ON AN AZIMUTH OF 179°17'04" A DISTANCE OF 676.58 FEET; THENCE SOUTHERLY ON AN AZIMUTH OF 179°32'32" A DISTANCE OF 609.10 FEET; THENCE EASTERLY ON AN AZIMUTH OF 90°42'52" A DISTANCE OF 1321.78 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTHERLY ON AN AZIMUTH OF 178°22'36" A DISTANCE OF 18.94 FEET TO THE POINT OF BEGINNING, CONTAINING 71.91 ACRES, MORE OR LESS.