



ATTORNEYS' TITLE GUARANTY FUND, INC.

Commitment No. 200047401680

CHAMPAIGN, ILLINOIS

COMMITMENT FOR TITLE INSURANCE

American Land Title Commitment for Title Insurance—adopted August 1, 2016

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST ATTORNEYS' TITLE GUARANTY FUND, INC., (ATG®) 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 ATG TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO ATG, WERE PERFORMED SOLELY FOR THE BENEFIT OF ATG, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

ATG'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. ATG 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, Attorneys' Title Guaranty Fund, Inc., (ATG) 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 ATG has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and ATG's liability and obligation end.

This page is only a part of a 2016 ALTA® Commitment for 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; Schedule B, Part II—Exceptions; and a counter-signature by ATG or its issuing agent that may be in electronic form].

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by ATG pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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 ATG's liability and obligation end.

3. ATG'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;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by ATG or its issuing agent that may be in electronic form.

4. ATG'S RIGHT TO AMEND

ATG may amend this Commitment at any time. If ATG 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 ATG is limited by Commitment Condition 5. ATG shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) ATG's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between ATG'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 ATG's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) ATG shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify ATG about it in writing.

- (c) ATG will only have liability 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) ATG's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) ATG shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall ATG be 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 ATG.
- (g) In any event, ATG's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 ATG.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and ATG's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is ATG's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not ATG's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

ATG may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that ATG 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. ARBITRATION

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

ATTORNEYS' TITLE GUARANTY FUND, INC.
ATG® COMMITMENT FORM – SCHEDULE A

Transaction Identification Data for reference only:

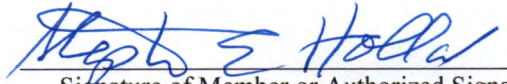
Commitment No.: 200047401680
Issuing Agent: Holland & Holland
Issuing Office's
ALTA® Registry ID: 1114907
Property Address: Rural Route
Smithfield, IL 61477
ATG licenses: Illinois: TU.0000002 Wisconsin: 000-51560

1. Commitment Date: September 22, 2020 at 8:00 am
2. Policy or policies to be issued:
 - a. 2006 ALTA Owner's Policy
Proposed Insured:
Proposed Policy Amount:
 - b. 2006 ALTA Loan Policy
Proposed Insured:
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment: is a Fee Simple
4. The Title is, at the Commitment Date, vested in:
Gary L. Yaste and Nancy J. Yaste, as Co-Trusees of the Yaste Family Trust dated March 21, 2019

5. The Land is described as follows:
A TRACT OF LAND BEING PART OF THE SOUTH HALF OF SECTION 28, AND PART OF THE NORTHEAST QUARTER OF SECTION 33 IN TOWNSHIP 7 NORTH, RANGE 2 EAST OF THE FOURTH PRINCIPAL MERIDIAN, FULTON COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.
BEGINNING AT A FOUND IRON ROD MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 28; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, NORTH 87 DEGREES 21 MINUTES 41 SECONDS WEST, 466.14 FEET TO A SET IRON ROD ON THE EAST RIGHT-OF-WAY (ROW) LINE OF COUNTY HIGHWAY #2; THENCE LEAVING SAID SOUTH LINE, ALONG SAID EAST (ROW) LINE, NORTH 31 DEGREES 47 MINUTES 55 SECONDS EAST, 900.85 FEET TO A SET IRON ROD ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE LEAVING SAID EAST (ROW) LINE, ALONG SAID WEST LINE, SOUTH 00 DEGREES 39 MINUTES 30 SECONDS WEST, 456.97 FEET TO A SET IRON ROD AT AN EXISTING FENCE CORNER POST; THENCE LEAVING SAID WEST LINE, ALONG AN EXISTING FENCE LINE, THE FOLLOWING TWO COURSES: SOUTH 83 DEGREES 59 MINUTES 35 SECONDS EAST, 548.25 FEET TO A SET IRON ROD AT AN EXISTING FENCE CORNER POST; THENCE SOUTH 03 DEGREES 27 MINUTES 20 SECONDS WEST, 310.97 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE ALONG SAID NORTH LINE, SOUTH 85 DEGREES 56 MINUTES 31 SECONDS EAST, 1510.29 FEET; THENCE LEAVING SAID NORTH LINE, TO AND ALONG AN EXISTING FENCE LINE, SOUTH 02 DEGREES 00 MINUTES 09 SECONDS WEST, 1273.15 FEET TO A FOUND 4" IRON PIPE POST; THENCE LEAVING SAID FENCE LINE, NORTH 80 DEGREES 20 MINUTES 39 SECONDS WEST, 1023.49 FEET TO A SET IRON ROD; THENCE SOUTH 88 DEGREES 19 MINUTES 07 SECONDS WEST,

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Holland & Holland
397 W. Main Street P.O. Box 298
Bushnell, IL 61422
(309) 772-3178

474
Member No. 
Signature of Member or Authorized Signatory

 ATTORNEYS' TITLE GUARANTY FUND, INC.

ATG[®] COMMITMENT FORM – SCHEDULE A

Commitment No.: 200047401680

413.85 FEET TO A SET IRON ROD; THENCE NORTH 08 DEGREES 58 MINUTES 31 SECONDS WEST, 526.51 FEET TO A SET IRON ROD; THENCE NORTH 84 DEGREES 26 MINUTES 26 SECONDS WEST, 504.98 FEET TO A SET IRON ROD ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE ALONG SAID WEST LINE, NORTH 01 DEGREES 15 MINUTES 23 SECONDS EAST, 688.53 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 58.30 ACRES IS BASED UPON AN ACTUAL BOUNDARY SURVEY COMPLETED BY THE JONES SURVEYING AND ENGINEERING CORPORATION, DURING THE MONTH OF SEPTEMBER, 2020 AND IS SUBJECT TO ALL ROAD RIGHT-OF-WAYS, EASEMENTS OF RECORD AND/OR PRESCRIPTION, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

ATTORNEYS' TITLE GUARANTY FUND, INC.

ATG® COMMITMENT FORM – SCHEDULE B

Commitment No.: 200047401680

Commitment Date: September 22, 2020 at 8:00 am

State Issued: IL

File Name:

**PART I
Requirements**

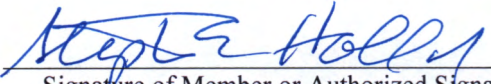
All of the following Requirements must be met:

1. The Proposed Insured must notify ATG® 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. ATG 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.
4. Documents satisfactory to ATG 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. The following additional requirements must be satisfied at or prior to the closing:
 - a. The borrower and seller must bring a valid government issued photo ID bearing their signature to the closing.
 - b. Each seller must provide a valid forwarding address and social security number to be submitted to the IRS for 1099 purposes.
 - c. Payoff letters must be current and not subject to additional terms. We reserve the right to verify payoff figures prior to disbursement. Any additional funds required to satisfy a lien in full must be deposited by the parties involved immediately.
 - d. All funds brought to closing must be in the form of wire transfer, certified check, or cashier's check.
6. If the Property is Commercial and Extended Coverage over the five General Exceptions is requested, ATG should be furnished with the following:
 - a. A current ALTA/ASCM or Illinois Land Title Survey Certified to Attorneys' Title Guaranty Fund, Inc.;
 - b. A Properly executed ALTA Statement;Matters disclosed by the above documentation will be shown specifically on Schedule B.
NOTE: There will be an additional charge for this coverage.
7. The Good Funds provision of the Illinois Title Insurance Act (215 ILCS 155/26) became effective January 1, 2010. This law imposes stricter rules on the type of funds that can be accepted for real estate closings and requires wired funds in many circumstances. Contact your settlement agent to confirm the type of funds that are required for your transaction.
8. Per Illinois law, for closings on or after January 1, 2011, ATG will issue Closing Protection Letters to the parties to the transaction if it is closed by ATG or its approved title insurance agent.
9. If you are a lender, your ATG Closing Protection Letter will be valid only if you receive it in one of the following two ways:
 - (1) as an email from the domain "@atgf.com," or
 - (2) as a fax from fax number 312.372.9509 or 217.403.7401.
10. **Execution of COVID-19 Indemnity and Hold Harmless Agreement by the parties to the transaction.**

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Holland & Holland
397 W. Main Street P.O. Box 298
Bushnell, IL 61422
(309) 772-3178

474
Member No.


Signature of Member or Authorized Signatory

PART II
Exceptions

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

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

Standard Exceptions

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land 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, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records; and
5. Taxes or special assessments that are not shown as existing liens by the Public Records.

Special Exceptions

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the Commitment Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any Loan Policy issued pursuant to this Commitment will be subject to the following exceptions (a) and (b), in the absence of the production of the data and other matters contained in the ATG ALTA Statement form or an equivalent form:
 - a. 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;
 - b. Consequences of the failure of the lender to pay out properly the whole or any part of the loan secured by the mortgage described in Schedule A, as affecting: (i) the validity of the lien of said mortgage; and (ii) the priority of the lien over any other right, claim, lien, or encumbrance that has or may become superior to the lien of said mortgage before the disbursement of the entire proceeds of the loan.
3. Any Owner's Policy issued pursuant to this Commitment will be subject to the following exception:

The property address listed on Schedule A is provided solely for informational purposes, without warranty as to accuracy or completeness, and is not hereby insured and is not included in the Land as defined in Condition 1.

4. **Some counties are experiencing delays in recording of documents that will prevent timely recording of the transaction documents and issuance of the title policies. ATG will provide Gap Coverage to the proposed insureds upon satisfaction of the following requirements:**
 - a. **If e-recording or drop off recording is available in the county and the documents have met all of the requirements for recording (inspections, transfer stamps, etc.), nothing else is required from the buyer, seller or lender.**
 - b. **If e-recording or drop off recording is not available in the county or the documents have not met all of the recording requirements, then the following will be required:**

- 1). **Execution of the COVID-19 Indemnity and Hold Harmless Agreement (ATG Forms 3077 or 3077-B and 3077-S) by the buyers and sellers, and**

2). Acknowledgement by the lender, either in its closing instructions, separate communication, or by execution of ATG Form 4266, that neither ATG nor its title agents can provide any estimate as to the date of recordation of such title documents and issuance of the final title insurance policies. Upon request by the lender, ATG will issue an ALTA Short Form Loan policy immediately after closing.

5. The lien of taxes assessed for the year 2019 and thereafter:

First installment 2019 taxes in the amount of \$23.66 is PAID.
Second installment 2019 taxes in the amount of \$23.66 is PAID.
Taxes for the year 2020 are not yet due and payable.

Permanent Index No. 07-06-28-300-005

6. The lien of taxes assessed for the year 2019 and thereafter:

First installment 2019 taxes in the amount of \$189.72 is PAID.
Second installment 2019 taxes in the amount of \$189.72 is PAID.
Taxes for the year 2020 are not yet due and payable.

Part of Permanent Index No. 07-06-33-200-001

7. Mortgage dated July 9, 2015, and recorded July 9, 2015, as Document No. 1566220, executed by Gary L. Yaste and Nancy J. Yaste, and given to Ipava State Bank, to secure a note in the amount of \$570,000.00, and such other sums as provided therein. This is a First Mortgage Lien on said premises.

8. Subject to a Modification and Extension of Mortgage Agreement dated May 17, 2017, and recorded on May 22, 2017, as Document No. 1776175. Said Agreement modifies and/or extends the mortgage dated July 9, 2015, and recorded July 9, 2015, as Document No. 1566220, from Gary L. Yaste and Nancy J. Yaste to Ipava State Bank.

9. Subject to a Modification and Extension of Mortgage Agreement dated May 17, 2017, and recorded on June 28, 2019, as Document No. 1986133. Said Agreement modifies and/or extends the mortgage dated July 9, 2015, and recorded July 9, 2015, as Document No. 1566220, from Gary L. Yaste and Nancy J. Yaste to Ipava State Bank.

10. Mortgage dated October 8, 2015, and recorded October 8, 2015, as Document No. 1567755, executed by Gary L. Yaste and Nancy J. Yaste, and given to Ipava State Bank, to secure a note in the amount of \$75,200.00, and such other sums as provided therein. This is a Second Mortgage Lien on said premises.

11. Assignment of Rents dated July 23, 2019 and recorded July 24, 2019 as Document No. 1986399 executed by Gary L. Yaste and Nancy J. Yaste and given to Ipava State Bank.

End of Schedule B

ATTORNEYS' TITLE GUARANTY FUND, INC.
and
Affiliated Companies

PRIVACY POLICY NOTICE

This Notice sets forth the privacy policies and practices of Attorneys' Title Guaranty Fund, Inc. (ATG®) and its affiliated companies, ATG Trust Company, NLT Title, and The Judicial Sales Corporation. This Notice identifies the sources of nonpublic, personal information we collect regarding our customers, and specifies what measures we take to secure that information.

The words “**you**” and “**your**” mean all of our consumer customers who have a business relationship with us, such as:

- Insureds under ATG title insurance policies;
- Parties to real estate transactions;
- Persons with a trust account; and
- Borrowers who have a loan account or who have applied for a loan.

“**We**,” “**our**,” and “**us**” mean ATG and its affiliated companies listed above.

“**Nonpublic personal information**” means information about you that we collect in connection with providing a financial product or service to you. Non-public personal information does not include information that is available from public sources, such as telephone directories or government records.

An “**affiliate**” is a company we own or control, a company that owns or controls us, or a company that is owned or controlled by the same company that owns or controls us. Ownership does not mean complete ownership, but means owning a sufficient share to have control.

A “**nonaffiliated third party**” is a company that is not an affiliate of ours.

THE INFORMATION WE COLLECT

We collect nonpublic, personal information about you from the following sources:

- Information we receive from you on title insurance applications or other forms associated with your transaction with us;
- Information from a consumer reporting agency;
- Miscellaneous information about your transaction that becomes part of our file on your transaction with us; and
- Information about your transactions with nonaffiliated third parties.

We do not disclose any nonpublic, personal information about you to anyone, except as authorized by law.

**THE CONFIDENTIALITY, SECURITY, AND INTEGRITY
OF YOUR NONPUBLIC PERSONAL INFORMATION**

We restrict access to nonpublic, personal information about you to only those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to protect your nonpublic personal information from unauthorized use.

**NONPUBLIC PERSONAL INFORMATION AND
NONAFFILIATED THIRD PARTIES**

You have entrusted us with important personal information about you, and we will not disclose your nonpublic, personal information to nonaffiliated third parties, except as permitted by law.

**NONPUBLIC PERSONAL INFORMATION AND
FORMER CUSTOMERS**

We do not disclose nonpublic, personal information about former customers, except as permitted by law.