

	ALTA Commitment for Title Insurance
	Issued by Chicago Title Insurance Company
Schedule A	

Transaction Identification Data for reference only:

Issuing Agent: **Terrill Title Co., Inc.**
 Issuing Office's ALTA® Registry ID: 0001000
 Commitment No.: **31397**
 Property Address: **E. County Rd 2000 & N. County Rd. 1700, Carthage, IL, 62321**

Issuing Office: **117 S. Side Square - PO Box 573 Macomb, IL 61455**

SCHEDULE A

1. Commitment Date: **August 02, 2021, 8:00**
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy
 Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.**

 Proposed Policy Amount: **\$5,000.00**
 - (b) 2006 ALTA® Loan Policy
 Proposed Insured:
 Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**.
4. The Title is, at the Commitment Date, vested in:
Donald R. Mapes and Carolyn J. Mapes, as Co-Trustees of The Mapes Family Trust
5. The Land is described as follows:
 See Exhibit A attached hereto and made a part of hereof

TERRILL TITLE COMPANY, INC.


By: 
 Authorized Counter Signature

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; Exhibit A; Schedule B- Part I, Requirements; and Schedule B- Part II, Exceptions.

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	ALTA Commitment for Title Insurance
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Exhibit A	

Commitment File No.: **31397**



The Land is described as follows:

A tract of land being a part of the Southeast Quarter (SE 1/4) of Section Twenty-two (22), in Township Six (6) North of the Base Line, Range Seven (7) West of the Fourth Principal Meridian, Hancock County, Illinois, and being more particularly described as follows: Beginning at the Southwest corner of the Southeast Quarter (SE 1/ 4) of said Section Twenty-two (22); thence North 89° 45' 52" East (assumed bearing for this description) 2471.40 feet along the South line of said Southeast Quarter (SE 1/4); thence North 00° 25' 44" West 297.35 feet along an existing property line; thence North 89° 36' 35" East 241.00 feet along an existing property line to a point on the East Line of said Southeast Quarter (SE 1/4); thence North 00° 25' 43" West 1745.44 feet along said East line; thence North 88° 57' 41" West 2679.18 feet along an existing property line to a point on the West line of said Southeast Quarter (SE 1/4); thence South 00° 30' 00" West 2103.19 feet to the point of beginning, according to a Plat of Survey made by David R. Wolfe, Illinois Registered Land Surveyor No. 35-2341, on July 20, 2012, and recorded in the Recorder's Office of Hancock County, Illinois on July 25, 2012, in Book 32 of Surveys on page 52 as Document No. 2012-1923, all situated in the County of Hancock, in the State of Illinois.

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 	ALTA Commitment for Title Insurance
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Schedule B-I	

Commitment File No.: **31397**

**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 the 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. 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. If **Terrill Title Co., Inc.** is acting as closing agent on behalf of the Proposed Insureds, the following additional requirements must be satisfied at or prior to closing:
 - (a) Each Seller must provide a valid forwarding address and social security number to be submitted to the IRS for 1099 purposes.
 - (b) 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.
 - (c) Pursuant to the "Good Funds" section of the Illinois Title Insurance Act all funds brought to closing must be in the form of wire transfer, certified or cashier's check provided that funds in excess of \$50,000.00 must be received by wire transfer. Please contact the Company for more information on the application of this requirement to your transaction.
 - (d) Pursuant to Illinois law, Closing Protection Letters shall be issued by Chicago Title Insurance Company to the parties to the transaction if it is closed by Chicago Title Insurance Company or its approved title insurance agent. The following charges shall be added to the Settlement Statement: \$25.00 for Lender coverage, \$25.00 for Buyer coverage and \$50.00 for Seller coverage. A refinance transaction will be \$50.00 for Borrower coverage plus Lender coverage as shown above.

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Schedule B-I	

Commitment File No.: **31397**


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.
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 postponed payments or other restructuring of the debt secured by the mortgage.
10. 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 may be shown as an exception to Title on the Policy, when and if issued.

End of Schedule B – Part I

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	ALTA Commitment for Title Insurance
	Issued by Chicago Title Insurance Company
Schedule B-II	

Commitment File No.: **31397**

**SCHEDULE B - PART II
EXCEPTIONS**

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.


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 the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements, not shown by the Public Records.
3. Any encroachments, encumbrance, violation, variation or adverse circumstance affecting Title that would be disclosed by an accurate survey of the Land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/NSPS land title survey standards for commercial/industrial property.
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.
5. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
6. 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.
7. No search has been made for filings under the Uniform Commercial Code except for the County or Counties where the Land is located and we find none of record unless shown on Schedule B. (NOTE: We do not search for State UCC filings.)
8. Rights of the Public, the State of Illinois, the County, the Township and the municipality in and to that part of the premises in question taken, used or dedicated for roads or highways.

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	ALTA Commitment for Title Insurance
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Schedule B-II	

Commitment File No.: 31397

9. All assessments and taxes for the year 2021 and all subsequent years.

**Taxes for the year 2020 in the amount of \$5,086.32 are as follows:
 1st installment in the amount of \$2,543.16 paid.
 2nd installment in the amount of \$2,543.16 due September 3, 2021.
 Tax I.D. #08-22-400-007.**

10. Rights of way for drainage ditches, drain tile, feeders, laterals and underground pipes, not shown of record.

NOTE: Drainage assessments and drainage taxes are included in the General Exceptions herein before shown on Schedule B and should be considered when dealing with the Land.

11. Subject to a Drainage Easement by and between Donald R. Mapes as Grantor and Nathan Huls and Nancy Huls as Grantees, dated May 29, 2012 and recorded in the Recorder's Office of Hancock County, Illinois, on June 15, 2012 as Document No. 2012-1580.

12. Easement granted to Dallas Rural Water District dated November 5, 1993 and recorded June 15, 1994 as Document #94-2391.

13. Easement granted to KLG, LLC dated June 1, 2016 and recorded July 11, 2016 as Document #2016-1678 for application of animal waste. (Covers premises in question and other land.)

14. 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.

15. The Company should be furnished the following:

(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 documentation.

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TERRILL TITLE COMPANY, INC.  A WEST STATE TITLE COMPANY	ALTA Commitment for Title Insurance
	Issued by Chicago Title Insurance Company
Schedule B-II	

Commitment File No.: **31397**

16. Terms, powers, provisions and limitations of the Trust under which title to the land is held.

End of Schedule B – Part II

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Chicago Title Insurance Company
ALTA (2006) LOAN AND EXTENDED COVERAGE STATEMENT (ILLINOIS FORM)
STATEMENT REQUIRED FOR THE ISSUANCE OF ALTA OWNERS AND LOAN POLICIES

Commitment No.: **31397**

Date:

With respect to the land described in the above Commitment the Signatories herein, make the following statements to induce Chicago Title Insurance Company or its Agents to issue the subject title policy or policies, now or in the future.

STATEMENT OF SELLER(S) AND PURCHASER(S)

The Seller(s) and Purchaser(s) certify:

- 1) No contracts for the furnishing of any labor or material to the land or the improvements thereon have been let that have not been fully performed and satisfied;
- 2) No labor or materials have been furnished within the previous six months that has not been paid in full;
- 3) No security agreements or leases in respect to any goods or chattels that have or will become attached to the land or any improvements thereon as fixtures, have been given or are outstanding that have not been fully performed and satisfied;
- 4) There are no unrecorded leases to which the land may be subject for more than a three-year term or contain an option to purchase, right of renewal, right of first refusal or other unusual provisions;
- 5) There are no unrecorded contracts, deeds, mortgages, lines of credit, leases or options affecting the subject property;
- 6) No special assessments affect the land and no notice has been received of any proposed special assessments or common expense assessments;
- 7) No homeowners association affects the land;
- 8) The only occupants of the subject property are the Seller(s) or Purchaser(s);
- 9) No proceedings in bankruptcy or receivership or other action in any state or federal court affecting the property are pending.

The above certifications are true except for: _____

STATEMENT OF MORTGAGOR(S)

The Mortgagor(s), if any, certifies that the mortgage and the principal obligations it secures are good, valid, and free from all defenses; that any person purchasing the mortgage and the obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited. This certification is made to enable the holder or holders, from time to time, of the mortgage, and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the Purchasers or Pledges thereof against any defenses thereto by the Mortgagor or the Mortgagor's heirs, personal representative or assigns.

Individuals/Beneficiaries of Trust or Seller(s)/Owner(s)

Individuals/Beneficiaries of Trust or Purchaser(s)

Corporations

Corporations

IN WITNESS WHEREOF,

IN WITNESS WHEREOF,

_____ has caused these presents to be signed by its _____ President and attested to by its _____ Secretary under its corporate seal on the above date.

_____ has caused these presents to be signed by its _____ President and attested to by its _____ Secretary under its corporate seal on the above date.

By: _____

By: _____

President

President

Attest: _____

Attest: _____

Secretary

Secretary

LENDER'S DISBURSEMENT STATEMENT

The undersigned hereby certifies that the proceeds of the loan, secured by the mortgage insured under the loan policy to be issued pursuant to the above Commitment, were fully disbursed to or on the order of the Mortgagor on _____. To the best knowledge and belief of the undersigned, the proceeds will not be used to finance future improvements or repairs on the land.

Date: _____ Signature: _____

Terrill Title Co., Inc.
A West State Title Company
Privacy Statement

West State Title Company (“WSTC”) respects the privacy and security of your non-public personal information (“Personal Information”) and protecting your Personal Information is one of our top priorities. This Privacy Statement explains WSTC’s privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. WSTC follows the privacy practices described in this Privacy Statement and, depending on the business performed, WSTC and its companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you, your lender, attorney or agent, on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders, attorneys, agents, and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with other companies with which WSTC is affiliated, such as insurance companies, agents, and other real estate service providers, to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information / Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, WSTC’s current policy is to maintain customers’ Personal Information for no less than your state’s required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
West State Title Company
230 West State Street
Jacksonville, IL 62650

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. The revision date of this Privacy Statement, as shown below, indicates the last time this Privacy Statement was revised or materially changed. You may also contact our office for the most current version of our Privacy Statement. Revised 07/16.