

Transaction Identification Data for reference only:

Issuing Agent: Larimer Abstract & Title, Inc.
Issuing Office: Larimer Abstract & Title, Inc.

Fidelity National Title Insurance Co.
Larimer Abstract & Title, Inc.
104 North Washington
Salem, IL 62881

Loan ID Number:
Commitment Number: LA22-1-56
Issuing Office File Number: LA22-1-56
Property Address: North Elm Street
Iuka, IL 62849

SCHEDULE A

1. Commitment Date: January 28, 2022 at 4:00 p.m.
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
Proposed Policy Amount: \$10,000.00
 - (b) 2006 ALTA[®] Loan Policy
Proposed Insured: identified at Item 4 below.
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is fee simple.
4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:
Heirs at Law or Legatees of Maxine Clifton, aka Virginia Maxine Clifton,
5. The Land is described as follows: deceased

Block 42 of the Original Town of Iuka, Marion County, Illinois, as described in Village of Iuka Ordinance dated May 2, 1904, filed May 4, 1904 and recorded in Miscellaneous Book 6, Page 600.

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.

For Information Only:

Property Index No.: 61-13-13-18-218-001

LARIMER ABSTRACT & TITLE, INC.

By: Mark W. Larimer
Authorized Signatory

This page is only a part of a 2016 ALTA[®] Commitment for Title Insurance, 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).

This Commitment is not valid

Fidelity National Title Insurance Co.
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CONTINUATION
SCHEDULE B - PART 1
REQUIREMENTS

File No. LA22-1-56

Policy No.

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.

NOTICE

THE TRANSFER DECLARATION ACCOMPANYING THE DEED CALLED FOR ABOVE MUST BE FILLED OUT COMPLETELY. THIS COMMITMENT SHOULD NOT BE CONSTRUED AS INSURING THAT THE RECORDER OR REGISTRAR WILL ACCEPT THE DEED. THE COMPANY OR THIS AGENCY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE PREPARATION OF OR STATEMENTS CONTAINED IN SAID TAX DECLARATION. AND FURTHER, WE WILL NOT BE RESPONSIBLE FOR ANY INTERVENING LIENS IF THE RECORDER RETURNS THE DECLARATION FOR INSUFFICIENCY.

Fidelity National Title Insurance Co.
Larimer Abstract & Title, Inc.
104 North Washington
Salem, IL 62881

CONTINUATION

File No. LA22-1-56

Policy No.

10. The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction.
NOTE: This item will not appear in Schedule B of the policy to be issued.
11. Ordinances, resolutions and restrictions, if any, of the Village of Iuka affecting the property.

LARIMER ABSTRACT & TITLE, INC.

PRIVACY STATEMENT

Larimer Abstract & Title, Inc. 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 Larimer Abstract & Title, Inc.'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. Larimer Abstract & Title, Inc. follows the privacy practices described in this Privacy Statement, and, depending on the business performed, Larimer Abstract & Title, Inc. 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 on applications or other forms, such as your name, address, social security number, tax identification number;
- * Information we receive from you through Internet websites, such as your name, address, email address, Internet Protocol address;
- * Information about your transactions with or services performed by us, our affiliates, or other, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transactions, account balances; and
- * Information we receive from publicly recorded documents.

DISCLOSURE OF PERSONAL INFORMATION

We may provide your Personal Information 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, but are not limited to, the following:

- * To insurance companies, 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 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; and/or
- * To governmental agencies, such as the Internal Revenue Service, when required to do so by law.

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, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested.

Commitment No. LA22-1-56

**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 EXTRACTIONAL 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 Policy Amount 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.

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.

This page is only a part of a 2016 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.

- (d) "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.
 - (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 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 shall not be 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 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 the Company about it in writing.
 - (c) The Company 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) The Company'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.

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- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company 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 the Company.
- (g) In any event, the Company'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 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 HAS BEEN 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 the purpose of providing closing or settlement services.

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. 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 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>.

Countersigned: Mark W. Lavimer
Authorized Signatory

END OF CONDITIONS

1031 EXCHANGE SERVICES

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

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JOHN W. LARIMER 1866-1930
D.W. LARIMER 1907-1967
DWIGHT W. LARIMER, JR. 1947-2009
MARK W. LARIMER

MEMBERS
ILLINOIS LAND TITLE
ASSOCIATION
AND



LARIMER ABSTRACT & TITLE

ABSTRACTERS OF TITLES

104 - 106 NORTH WASHINGTON AVE.
PHONE 548-1121
FAX 548-8940

SALEM, ILLINOIS 62881

February 7, 2022

Buy A Farm Land & Auction Company
11849 County Farm Road
Steeleville, Illinois 62288

To Larimer Abstract & Title, Inc., Abstracters of Titles - Dr.,

To preliminary search (abstracting) for issuance of title commitment covering Block 42, O.T., Iuka	\$ 148.00
To title insurance (\$10,000.00 owner's policy), including examination of title (\$25.00) preparation of commitment (\$20.00) and premium (no charge at this time)	45.00
To State of Illinois policy tax	no charge
To final search for issuance of policy	<u>no charge</u>
TOTAL	\$ 193.00

(Clifton Heirs)

NOTE: No charge is made for items not completed at this time. It is anticipated that a new commitment will be prepared when a buyer is determined.

NOTE: Two separate informational commitments have been prepared because title in the two tracts to be conveyed is held differently. One policy for the entire purchase price can be issued if the same buyer purchases both tracts.

COMMITMENT NO: LA22-1-56

RESIDENTIAL

AFFIDAVIT IN LIEU OF SURVEY

The undersigned ("Owner") being first duly sworn, under oath, state as follows:

That the Owner of record of the real estate described in Fidelity National Title Insurance Company's Commitment referred to above has not made or caused to be made any structural additions or improvements to the existing improvements.

That Owner did not receive any survey at the time the property was purchased, nor has Owner subsequently obtained a survey.

To the best of Owner's knowledge, Owner certifies that the improvements (house, garage, outbuildings, etc.) on the subject property are within the boundary lines and set back lines, if any, of said property, and that there are no encroachments (fence, walkways, driveway, eaves, drains, etc.) of improvements on adjoining property onto the subject property, and that Owner has no knowledge of any dispute or disagreement with any adjoining property owner as to the location of boundary lines; or disputes or disagreements as to occupancy of any portion of Owner's property except (list any):

Owner states that to the best of Owner's knowledge the land is not affected by or subject to:

- I. Rights of way, including those for roads, lanes, driveways or walks across said premises serving other property;
- II. Underground installations such as sewers, water pipes, gas or oil pipe lines, conduits, across said premises serving other property;
- III. Joint, driveways or walkways; party or curtain walls; beam rights; porches, steps or roofs used in common or joint garages.

The land has access by means of a public road known as _____.

The improvements on the land have the address of _____.

The land is improved with:

single story residence

multi-story residence

together with:

attached garage

detached garage

no garage

This affidavit is made to induce Fidelity National Title Insurance Company to provide title insurance coverage over questions of survey on the policy or policies issued under the title commitment mentioned above. The request for this affidavit, and the providing of it by the Owner, shall not be construed as expanding the coverage of the policy as issued, or committing Fidelity National Title Insurance Company to provide any coverage to any party regarding the matters addressed herein.

owner

owner

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public