



File No.: 21-899

COMMITMENT FOR TITLE INSURANCE
Issued by
CHICAGO 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, CHICAGO 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.

By:

Handwritten signature of authorized signatory with a large circular scribble over it.

Authorized Signatory

Marion Abstract Company
406 N Monroe St
Marion, IL 62959-2328
Tel:618-997-6262
Fax:618-993-3779

CHICAGO TITLE INSURANCE COMPANY

By:

Handwritten signature of Randy R. Quirk

Randy R. Quirk
President

Attest:

Handwritten signature of Marjorie Nemzura

Marjorie Nemzura
Secretary

This page is only a part of a 2016 ALTA Commitment for Title Insurance issued by CHICAGO 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. "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 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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by CHICAGO 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.



incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

- 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>>.

This page is only a part of a 2016 ALTA[®] Commitment for Title Insurance issued by CHICAGO 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.





Transaction Identification Data for reference only:

Issuing Agent: **Marion Abstract Company**
Issuing Office: **406 N. Monroe Street, Marion, IL 62959**
ALTA Universal ID:
Loan ID Number:
Commitment Number: **21-899**
Issuing Office File Number: **21-899**
Property Address:
Revision Number:

SCHEDULE A

1. Commitment Date: **11/24/21 at 08:00.00 a.m.**

2. Policy to be issued:

(a) ALTA Owner's Policy 2006

Proposed Policy Amount:

\$660,000.00

Proposed Insured:

CJ LANDS - WILLIAMSON, LLC, AND ILLINOIS LIMITED LIABILITY COMPANY

(b) ALTA Loan Policy 2006

Proposed Insured:

\$700,000.00

FIRST COMMUNITY BANK

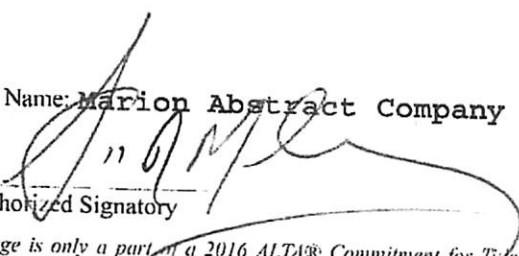
3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**
(Identify estate covered, i.e., fee, leasehold, etc.)

4. Title to the **Fee Simple**
SPRINGFIELD COAL COMPANY, LLC

estate or interest in the Land is at the Commitment Date vested in:

5. The Land is described as follows:
SEE ATTACHED.

Agent Name: **Marion Abstract Company**

By: 
Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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 commitment signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SECRET

CONFIDENTIAL

MEMORANDUM FOR THE DIRECTOR, NATIONAL SECURITY AGENCY

SECRET

DATE: 12/15/50

[REDACTED]

[REDACTED]

[REDACTED]

MEMORANDUM FOR THE DIRECTOR, NATIONAL SECURITY AGENCY

DATE: 12/15/50

CONFIDENTIAL

SECRET



CHICAGO TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

SCHEDULE B, PART I
Instruments (Continued)

File No.: 21-899

a. Quit-Claim Deed from Springfield Coal Company, LLC, Williamson, LLC, if necessary for mineral rights. to CJ Lands

SECRET
CONFIDENTIAL
SECURITY OF PAGE
CONFIDENTIAL

10-10

[REDACTED]

[REDACTED]



**SCHEDULE B, PART I
Requirements**

File No.: 21-899

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 Springfield Coal Company, LLC, to CJ Lands - Williamson, LLC

See Continuation Sheet

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.
9. We should be furnished (A) certification from the Illinois Secretary of State that Springfield Coal Company, LLC and CJ Lands - Williamson, LLC has properly filed its Articles of Organization, (B) a copy of the Articles of Organization, together with any amendments thereto, (C) a copy of the Operating Agreement, if any, together with any amendments thereto, (D) a list of incumbent managers or of incumbent members if managers have not been appointed, and (E) certification that no event of dissolution has occurred (F) A resolution that both authorizes the contemplated transaction and
See Continuation Sheet

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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.

Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



CONFIDENTIAL - SECURITY INFORMATION
U.S. GOVERNMENT PRINTING OFFICE: 1964 O 241-000

1-882

The following information was obtained from a review of the files of the [redacted] and is being furnished to you for your information. It is requested that you keep this information confidential and not disseminate it to any other personnel.



See Confidential Sheet

The following information was obtained from a review of the files of the [redacted] and is being furnished to you for your information. It is requested that you keep this information confidential and not disseminate it to any other personnel.

We should be advised (a) certification from the [redacted] is being provided to the [redacted] and the [redacted] is being provided to the [redacted]. (b) the [redacted] is being provided to the [redacted] and the [redacted] is being provided to the [redacted]. (c) the [redacted] is being provided to the [redacted] and the [redacted] is being provided to the [redacted]. (d) the [redacted] is being provided to the [redacted] and the [redacted] is being provided to the [redacted]. (e) the [redacted] is being provided to the [redacted] and the [redacted] is being provided to the [redacted]. (f) the [redacted] is being provided to the [redacted] and the [redacted] is being provided to the [redacted]. (g) the [redacted] is being provided to the [redacted] and the [redacted] is being provided to the [redacted]. (h) the [redacted] is being provided to the [redacted] and the [redacted] is being provided to the [redacted]. (i) the [redacted] is being provided to the [redacted] and the [redacted] is being provided to the [redacted]. (j) the [redacted] is being provided to the [redacted] and the [redacted] is being provided to the [redacted].

The following information was obtained from a review of the files of the [redacted] and is being furnished to you for your information. It is requested that you keep this information confidential and not disseminate it to any other personnel.



CHICAGO TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

SCHEDULE B, PART I
Requirements (Continued)

File No.: 21-899

authorizes and names the appropriate signatories to execute the transaction documentation.

1944

...

...

...

...

...

ADDED PAGE

CHICAGO TITLE INSURANCE COMPANY

File Number: 21-899

TRACTS 1-19 ARE ALL LOCATED IN SECTION TWENTY-SEVEN (27), TOWNSHIP EIGHT (8) SOUTH, RANGE THREE (3) EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN WILLIAMSON COUNTY, ILLINOIS.

Tract 1:

Part of the surface only of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4), more particularly described as follows: Beginning at a point 33 rods North of the Southeast corner of said Quarter Quarter section, thence West 80 rods, thence North 14 rods, thence East 80 rods, thence South 14 rods to the point of beginning.

Tract 2:

A part of the Southwest quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) described as follows: Beginning at the Southeast corner, thence West 210 feet, thence North 175 feet, thence East 210 feet, thence South 175 feet to the point of beginning.

Tract 3:

The surface only of a part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) described as follows:

Commencing 47 rods North of the Southwest corner of said tract for a place of beginning, thence run North with the West line of said 40 acre tract 28 rods, thence East 400 feet, thence South 28 rods, thence West 400 feet to the point of beginning.

Tract 4:

The surface only of the following described lands; The North 16 acres of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) EXCEPT a 400 foot strip off the West side thereof; AND a part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) described as follows:

The South 176 feet of the East 15 acres of the said Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4). EXCEPT from both tracts any part lying East of the Westerly Right of Way Line of Johnston city Lake Road.

Tract 5:

See Continuation Sheet

Marion Abstract Company

NAME OF AGENT

(618) 997-6262

PHONE NUMBER

406 N. Monroe Street

MAILING ADDRESS

Marion

CITY

IL

STATE

62959

ZIP

ADDED PAGE
CHICAGO TITLE INSURANCE COMPANY

(Continued)

File Number: 21-899

Part of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW 1/4) described as follows:

Beginning at the Southeast corner, thence North 175 feet for the point of beginning, thence North 295 feet, thence West 210 feet, thence South 295 feet, thence East 210 feet to the point of beginning.

Tract 6:

The surface only of the East Half (E ½) of the North 9 acres of the South 29 acres of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼).

Tract 7:

The surface only of the West 4 ½ acres of the North 9 acres of the South 29 acres of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼).

Tract 8:

The South 20 acres of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼);
The North One-half (N ½) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼).

Tract 9:

The surface only of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼).

Tract 10:

The surface only of a part of the Southwest Quarter of the Southeast Quarter described as follows:

Beginning at a point 1,108 or 1,180 feet North and 920 feet East of the Southwest corner of said Quarter Quarter section and thence run West 660 feet, thence South 74.25 feet, thence East to a small ravine or branch running in a Northeasterly direction, thence Northeasterly along said branch to the point of beginning. This deed is made SUBJECT TO the actual measurements of the last described tract of land. In certain deeds the width of the Western line of this tract is described as being 1,108 feet, and in other deeds as being 1,180 feet. If correct measurement is 1,108 or 1,180 feet, that
See Continuation Sheet

Marion Abstract
Company

NAME OF AGENT

(618) 997-6262

PHONE NUMBER

406 N. Monroe Street

MAILING ADDRESS

Marion

CITY

IL

STATE

62959

ZIP

ADDED PAGE
CHICAGO TITLE INSURANCE COMPANY
(Continued)

File Number: 21-899

measurement is warranted, herein.

Tract 11:

The surface only of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼).

Tract 12:

Parcel 1:

Part of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) described as follows:

Beginning 5 rods North of the Southeast corner of said 40 acre tract for a point of beginning, thence West 80 rods, thence North 14 rods, thence East 80 rods, thence South 14 rods to the point of beginning:

Parcel 2:

Part of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) and the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼), described as follows:

Beginning 5 rods North of the Southeast corner of said Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼), for a point of beginning, thence run West 80 rods to the West line of said 40 acre tract, thence South 28 rods, thence East 80 rods, thence North 28 rods to the point of beginning, the same being a strip 5 rods wide along and off the South side of said Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) and also a strip 23 rods wide along and off the North side of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼).

Tract 13:

The surface only of:

Part of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼), described as follows:

Beginning 19 rods North of the Southeast corner of said 40 acre tract and run thence West 80 rods, thence North 14 rods, thence East 80 rods, thence South 14 rods to the place of beginning.

Tract 14:

See Continuation Sheet

**Marion Abstract
Company**

NAME OF AGENT

(618) 997-6262
PHONE NUMBER

406 N. Monroe Street
MAILING ADDRESS

Marion
CITY

IL 62959
STATE ZIP

ADDED PAGE
CHICAGO TITLE INSURANCE COMPANY

(Continued)

File Number: 21-899

The surface only of the following:

Beginning at the Southwest corner of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼), thence East 600 feet along the South line of said Northwest Quarter (NW ¼), thence Northwesterly 710 feet, thence West 150 feet, thence South along the centerline of said Northwest Quarter (NW ¼) to the point of beginning. Authorized by Ordinance No. 17-86 with all its appurtenances and warrants the title against all persons claiming under it but SUBJECT TO the perpetual easement of 6-28-73 from the City of Johnston City, Illinois to Freeman Coal Mining Company.

Tract 15:

The surface only of part of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼), beginning at the Northwest corner of said tract, South 5 rods, thence East 400 feet, thence North to the North line of said tract, thence West along the North line to the point of beginning.

Tract 16:

Surface only of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) EXCEPT 15 acres of equal width off the East side thereof.

ALSO EXCEPT that part lying North & East of the Southwesterly Right of Way Line of Johnston City Lake Road.

Tract 17:

Parcel 1:

The surface only of the South One-half (S ½) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼).

Parcel 2:

Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼), EXCEPTING 10 acres in the Northwest corner of said Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼), a small ravine or branch marking the line, and ALSO EXCEPTING bounded as follows:

Beginning at the Northeast corner of said Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼), thence run South 100 feet, thence West to said ravine or branch, thence run in a Northeasterly direction with the meandering of said branch to the North line of said 40 acre

See Continuation Sheet

Marion Abstract
Company

NAME OF AGENT

(618) 997-6262

PHONE NUMBER

406 N. Monroe Street

MAILING ADDRESS

Marion

CITY

IL

STATE

62959

ZIP

ADDED PAGE
CHICAGO TITLE INSURANCE COMPANY

(Continued)

File Number: 21-899

tract, thence East on said North line to the place of beginning.

Parcel 3:

The surface only of the South 71-17/33 rods of the East One-half (E ½) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) and part of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼), described as follows:

Beginning at a point on the West line of said Southwest Quarter (SW ¼) of the Southeast quarter (SE ¼) and North of the Southwest Corner 500 feet, thence North on said line 680 feet, thence East 920 feet, more or less, to a small ravine or branch, thence up said branch by its meanders in a Southwesterly direction to the place of beginning. EXCEPT 1 acre deeded to M.R. Hudgens) This deed is made SUBJECT TO the actual measurements of the last described tract of land. In certain deeds the width of the Western line of this tract is described as being 608 feet, and in other deeds as being 680 feet. If correct measurement is 608 or 680 feet, that measurement is warranted, herein.

Tract 18:

Parcel 1:

18 rods in a strip of equal width across and off the East side of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼), EXCEPT the North One-half (N ½) thereof;

Parcel 2:

The Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼), EXCEPT the East Quarter (E ¼) thereof and ALSO EXCEPTING:

Beginning at a point 660 feet East of the center of said section, thence run South 210 feet, thence East 330 feet, thence North 210 feet, thence West to the point of beginning;

Parcel 3:

Part of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) and part of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) bounded as follows:

See Continuation Sheet

Marion Abstract
Company

NAME OF AGENT

(618) 997-6262

PHONE NUMBER

406 N. Monroe Street

MAILING ADDRESS

Marion

CITY

IL
STATE

62959

ZIP

ADDED PAGE
CHICAGO TITLE INSURANCE COMPANY

(Continued)

File Number: 21-899

Beginning at the Northeast corner of said Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) and running thence West 18 rods, thence South 10 rods, thence East about 75 rods to a branch or ravine, thence North with said branch or ravine to the North line of said Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼), thence West with said line about 58 rods to the point of beginning.

Parcel 4:

Part of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) bounded as follows:

Beginning at the Northeast corner of said 40 acre tract, thence South 100 feet, thence West to a branch or ravine in said 40 acre tract, thence Northeast along said branch or ravine to the North line of said 40 acre tract, thence East to the point of beginning.

Tract 19:

Parcel 1:

Surface only of the following parcels; the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼), EXCEPT 9 acres of equal width off the East side thereof;

EXCEPT 5 acres in a square at the Northeast corner of said described land.

Parcel 2:

Part of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) as follows:

Beginning at the Northeast corner of said Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) and running thence West 18 rods for a beginning point, thence South 10 rods, thence West 40 rods, thence North 10 rods, thence East 40 rods to the beginning point.

Parcel 3:

Part of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW 1/4) as follows:

See Continuation Sheet

Marion Abstract
Company

NAME OF AGENT

(618) 997-6262

PHONE NUMBER

406 N. Monroe Street

MAILING ADDRESS

Marion

CITY

IL
STATE

62959

ZIP

ADDED PAGE
CHICAGO TITLE INSURANCE COMPANY

(Continued)

File Number: 21-899

Beginning at the Southwest corner of said Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼), thence North along the land line to the Northwest corner of said Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) 660 feet, more or less, thence East 363 feet, more or less, to a point 58 rods West of the Northeast corner of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼), thence South 165 feet, thence Southwesterly to the place of beginning.

TRACTS 20-23 ARE ALL LOCATED IN SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHT (8) SOUTH, RANGE THREE (3) EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN WILLIAMSON COUNTY, ILLINOIS.

Tract 20:

The South One-half (S ½) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) and the North One-half of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼).

Tract 21:

The surface only of part of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) described as beginning at the Southeast corner thereof, thence North 243 feet, thence West 376 feet to a ravine or branch, thence South 243 feet, thence East 376 feet to the point of beginning.

Tract 22:

The surface only of the South One-half (S ½) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼); and Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼), EXCEPT 243 feet North and South by 376 feet East and West in the Southeast corner thereof.

Tract 23:

Northeast Quarter (NE ¼) of the Northeast quarter (NE ¼) and 20 acres off the North side of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼), EXCEPT that part lying West of a line extending South from a point in the North line of said Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) 220 feet East of the Northwest corner of said Quarter Quarter section to a point in the South line of said 20 acres 475 feet East of the Southwest corner of said 20 acres.
See Continuation Sheet

Marion Abstract
Company

NAME OF AGENT

(618) 997-6262

PHONE NUMBER

406 N. Monroe Street

MAILING ADDRESS

Marion

CITY

IL

STATE

62959

ZIP

ADDED PAGE
CHICAGO TITLE INSURANCE COMPANY
(Continued)

File Number: 21-899

TRACTS 24-27 ARE ALL LOCATED IN SECTION THIRTY-THREE (33), TOWNSHIP EIGHT (8) SOUTH, RANGE THREE (3) EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN WILLIAMSON COUNTY, ILLINOIS.

Tract 24:

The North One-half (N ½) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼), EXCEPT the following described tract:

The West 940 feet of the North One-half (N ½) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼).

Tract 25:

A part of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) described as follows:

Beginning at a point 808 feet East of the Northwest corner of said 40 acre tract, thence South 734 feet, thence East 512 feet or to the East line of said 40 acre tract, thence North 734 feet to the Northeast corner of said 40 acre tract, thence West 512 feet or to the place of beginning.

EXCEPTING a tract 6 rods 8 1/3 links East and West by 12 rods, 16 2/3 links North and South in the Northeast corner of the above described tract used for school purposes as shown by the recorded deed thereof in Deed Record 43 on page 582, in Recorder's Office of Williamson County, Illinois, the land hereby conveyed.

Tract 26:

Commencing at the Northeast Corner of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼), running W 6 Rods and 8 1/3 links; thence S 12 rods and 16 2/3 links; thence E 6 rods and 8 1/3 links; thence N 12 rods and 16 2/3 links to the beginning.

Tract 27:

Parcel 1:

A part of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) described as follows:

See Continuation Sheet

Marion Abstract
Company

NAME OF AGENT

(618) 997-6262

PHONE NUMBER

406 N. Monroe Street

MAILING ADDRESS

Marion

CITY

IL

STATE

62959

ZIP

ADDED PAGE
CHICAGO TITLE INSURANCE COMPANY
(Continued)

File Number: 21-899

Commencing at a point 734 feet South of the Northwest corner of the above described 40 acre tract, thence run East 742 feet, thence run South 586 feet or to the South line of said 40 acre tract, thence West 742 feet to the Southwest corner of said 40 acre tract, thence North 586 feet or to the point of beginning.

Parcel 2:

A part of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼), described as follows:

Commencing at a point 734 feet South and 742 feet East of the Northwest corner of the above described 40 acre tract thence East 578 feet, or to the East line of said 40 acre tract, thence South 586 feet, or to the Southeast corner of said 40 acre tract, thence West 578 feet, or to a point directly South of the Beginning point, thence North 586 feet, or to the point of beginning.

EXCEPT FROM PARCLES 1 & 2 ABOVE the following described tract:

The surface only beginning at the Northwest corner of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4), thence South along the West line of said Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4), a distance of 734 feet to the point of beginning, running thence East 808 feet, thence South 586 feet, more or less to a point on the South line of said Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4), thence West along said South line 808 feet to the Southwest corner, thence North along the West line to the point of beginning.

TRACTS 28-31 ARE ALL LOCATED IN SECTION THIRTY-FOUR (34), TOWNSHIP EIGHT (8) SOUTH, RANGE THREE (3) EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN WILLIAMSON COUNTY, ILLINOIS.

Tract 28:

The North Quarter (N ¼) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼), EXCEPT a tract of land for school purposes, described as follows:

Beginning at the Northwest corner of the North Quarter (NW ¼) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼), thence run East 6 rods and 8 1/3 links, thence South 12 rods and 16 2/3 links, thence West 6 rods and 8 1/3 links, North 12 rods and 16 2/3 links to the beginning point.

See Continuation Sheet

Marion Abstract
Company

NAME OF AGENT

(618) 997-6262

PHONE NUMBER

406 N. Monroe Street

MAILING ADDRESS

Marion

CITY

IL
STATE

62959

ZIP

ADDED PAGE
CHICAGO TITLE INSURANCE COMPANY

(Continued)

File Number: 21-899

Tract 29:

Commencing at the Northwest corner, of Section Thirty-four (34), running thence East 6 rods and 8 1/3 links; thence s 12 rods and 16 2/3 links; thence W 6 rods and 8 1/3 links; thence N 12 rods and 16 2/3 links to the beginning.

Tract 30:

The South 30 acres of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4). SUBJECT TO an easement dated February 23, 1957 to Freeman Coal Mining Corporation.

Tract 31:

The North One-half (N 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4).

EXCEPT FROM ALL THE ABOVE any interest in the coal, oil, gas and other minerals underlying said 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, situated in Williamson County, Illinois.

Marion Abstract
Company

NAME OF AGENT

(618) 997-6262

PHONE NUMBER

406 N. Monroe Street

MAILING ADDRESS

Marion

CITY

IL
STATE

62959

ZIP



SCHEDULE B, PART II
Exceptions

File No.: 21-899

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 the Company:

General Exceptions

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by 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.
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, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
8. **Taxes for the year 2021, which are a lien although not yet due or payable.**
Taxes for the year 2020 are PAID in the amount of \$1,414.28.
Index #03-27-100-001

Taxes for the year 2020 are PAID in the amount of \$1,612.02.
Index #03-27-100-004

Taxes for the year 2020 are PAID in the amount of \$763.40.
Index #03-27-100-009

Taxes for the year 2020 are PAID in the amount of \$282.86.
Index #03-27-100-011

See Continuation Sheet

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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.

Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





CHICAGO TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

SCHEDULE B, PART II
Exceptions (Continued)

File No.: 21-899

Taxes for the year Index #03-27-300-001	2020	are	PAID	in	the	amount	of	\$3,393.56.
Taxes for the year Index #03-27-300-002	2020	are	PAID	in	the	amount	of	\$1,724.54.
Taxes for the year Index #03-27-300-006	2020	are	PAID	in	the	amount	of	\$1,389.46.
Taxes for the year Index #03-27-300-007	2020	are	PAID	in	the	amount	of	\$565.74.
Taxes for the year Index #03-27-300-008	2020	are	PAID	in	the	amount	of	\$565.74.
Taxes for the year Index #03-27-300-010	2020	are	PAID	in	the	amount	of	\$80.40.
Taxes for the year Index #03-27-300-011	2020	are	PAID	in	the	amount	of	\$47.44.
Taxes for the year Index #03-27-400-001	2020	are	PAID	in	the	amount	of	\$1,614.46.
Taxes for the year Index #03-27-400-004	2020	are	PAID	in	the	amount	of	\$2,262.90.
Taxes for the year Index #03-27-400-006	2020	are	PAID	in	the	amount	of	\$205.22.
Taxes for the year Index #03-28-200-009	2020	are	PAID	in	the	amount	of	\$1,108.46.
Taxes for the year Index #03-28-200-010	2020	are	PAID	in	the	amount	of	\$2,453.20.
Taxes for the year Index #03-28-400-002	2020	are	PAID	in	the	amount	of	\$4,324.98.
Taxes for the year Index #03-28-400-006	2020	are	PAID	in	the	amount	of	\$277.30.
Taxes for the year Index #03-33-200-005	2020	are	PAID	in	the	amount	of	\$450.60.
Taxes for the year Index #03-33-200-006	2020	are	PAID	in	the	amount	of	\$103.98.

See Continuation Sheet



CHICAGO TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

SCHEDULE B, PART II
Exceptions (Continued)

File No.: 21-899

Taxes for the year 2020 are PAID in the amount of \$381.26.
Index #03-33-200-016

Taxes for the year 2020 are PAID in the amount of \$318.30.
Index #03-33-200-018

Taxes for the year 2020 are PAID in the amount of \$28.14.
Index #03-34-100-001

Taxes for the year 2020 are PAID in the amount of \$536.78.
Index #03-34-100-002

Taxes for the year 2020 are PAID in the amount of \$1,696.36.
Index #03-34-100-005

Taxes for the year 2020 are PAID in the amount of \$1,130.68.
Index #03-34-100-006

9. All rights and easements in favor of the holder of any interest in the mineral estate or of any party claiming by, through, or under said holder, if any.
10. Easement to Freeman Coal Mining Corporation, filed March 9, 1954 in Misc. Record 67 page 101. (PT SE SW 27-8-3)
11. Easement to Freeman Coal Mining Corporation, filed March 9, 1954 in Misc. Record 67 page 103. (PT SW NW 27-8-3)
12. Right-of-Way Easement to Southeastern Illinois Electric cooperative, Inc., filed December 1, 1954 in Misc. Record 68 page 548. (NE NE 28/ N2 SE NE 28/PT NW NW 27 ALL 8-3)
13. Right-of-Way Easement to Southeastern Illinois Electric Cooperative, Inc., filed December 1, 1954 in Misc. Record 68 page 552. (PT SE SE / S2 NE SE ALL 28-8-3)
14. Right-of-Way Easement to Southeastern Illinois Electric Cooperative, Inc., filed December 1, 1954 in Misc. Record 68 page 555. (SE SE 28/ NE NE 33 ALL 8-3)
15. Easement to Freeman Coal Mining Corporation, filed February 28, 1958 in Misc. Record 83 page 348. (NE NE 33-8-3)
16. Easement to Freeman Coal Mining Corporation, filed July 28, 1958 in Misc. Record 84 page 166. (W2 SE SW 27-8-3)

See Continuation Sheet



CHICAGO TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

SCHEDULE B, PART II
Exceptions (Continued)

File No.: 21-899

17. Easement to Chicago & Eastern Illinois Railroad Company, filed October 30, 1958 in Misc. Record 84 page 385. (PT E2 E2 28-8-3)
18. Easement to Freeman Coal Mining Corporation, filed November 21, 1958 in Misc. Record 84 page 420. (PT E2 SE SW 27-8-3)
19. Easement to Freeman Coal Mining Corporation, filed August 4, 1958 in Misc. Record 85 page 128. (PT NW NW 34-8-3)
20. Easement to Freeman Coal Mining Corporation, filed September 24, 1958 in Misc. Record 85 Page 239. (PT NE 28-8-3)
21. Easement with Option to Freeman Coal Mining Corporation, filed October 6, 1958 in Misc. Record 85 page 278. (SE SE 27-8-3)
22. Easement to Freeman Coal Mining Corporation, filed October 6, 1958 in Misc. Record 85 page 280. (SW SE 27-8-3)
23. Easement to Freeman Coal Mining Corporation, filed May 26, 1960 in Misc. Record 90 page 51. (SW SE 27-8-3)
24. Right-of-Way Agreement to Southern Illinois Power Cooperative, filed April 17, 1961 in Misc. Record 93 page 34. (PT SE SW 27-8-3)
25. Right-of-Way Agreement to Southern Illinois Power Cooperative, filed April 17, 1961 in Misc. Record 93 page 35. (S2 SE/ E2 NE SE/ PT SE SE ALL 27-8-3)
26. Right-of-Way Agreement to Southern Illinois Power Cooperative, filed April 17, 1961 in Misc. Record 93 page 36. (SE SW 27-8-3)
27. Right-of-Way Agreement to Southern Illinois Power Cooperative, filed April 17, 1961 in Misc. Record 93 page 42. (PT. NE NE 33-8-3)
28. Right-of-Way Agreement to Southern Illinois Power Cooperative, filed April 17, 1961 in Misc. Record 93 page 46. (9 ½ ACRE N4 NW NW 34-8-3)
29. Right-of-Way Agreement to Southern Illinois Power Cooperative, filed April 25, 1961 in Misc. Record 93 page 103. (NE NE 33-8-3)
30. Easement to Freeman Coal Mining Corporation, filed April 19, 1962 in Misc. Record 96 page 167. (SW SW SW 27-8-3)
31. Right-of-Way Easement to Southeastern Illinois Electric Cooperative, Inc., filed April 11, 1963 in Misc. Record 99 page 208. (S2 NW NW 27-8-3)

See Continuation Sheet



SCHEDULE B, PART II
Exceptions (Continued)

File No.: 21-899

32. Easement to Freeman Coal Mining Corporation, filed December 8, 1965 in Misc. Record 112 page 703. (PT SW SW 27-8-3)
33. Right of Way Permit to General Telephone Company of Illinois, filed June 30, 1966 in Misc. Record 115 page 132. (PT SW SW 27-8-3)
34. Right of Way Permit to General Telephone Company of Illinois, filed June 30, 1966 in Misc. Record 115 page 132. (PT SW SW 27-8-3)
35. Right of Way Permit to General Telephone Company of Illinois, filed June 30, 1966 in Misc. Record 115 page 133. (PT SE SE 28-8-3)
36. Right of Way Permit to General Telephone Company of Illinois, filed June 30, 1966 in Misc. Record 115 page 133. (PT SE 27-8-3)
37. Right of Way Permit to General Telephone Company of Illinois, filed June 30, 1966 in Misc. Record 115 page 134. (W2 SE SW 27-8-3)
38. Right of Way Permit to General Telephone Company of Illinois, filed June 30, 1966 in Misc. Record 115 page 138. (W2 SE SW 27-8-3)
39. Easement to General Telephone Company of Illinois, filed October 17, 1966 in Misc. Record 116 page 343. (E4 28-8-3)
40. Right-of-Way Easement to the Village of Pittsburg, filed February 6, 1967 in Misc. Record 117 page 230. (S2 SE SE 27-8-3)
41. Right-of-Way Easement to the Village of Pittsburg, filed February 6, 1967 in Misc. Record 117 page 232. (Pt SW SE 27-8-3)
42. Right-of-Way Easement to the Village of Pittsburg, filed February 7, 1967 in Misc. Record 117 page 441. (S2 SE NE/ E2 SE 28-8-3)
43. Right-of-Way Easement to the Village of Pittsburg, filed February 7, 1967 in Misc. Record 117 page 463. (PT E2 SE SW / PT SW SE ALL 27-8-3)
44. Right-of-Way Easement to the Village of Pittsburg, filed February 7, 1967 in Misc. Record 117 page 465. (PT SW SE SW 27-8-3)
45. Right-of-Way Easement to the Village of Pittsburg, filed February 7, 1967 in Misc. Record 117 page 467. (PT SW SE SW 27-8-3)
46. Right-of-Way Easement to the Village of Pittsburg, filed February 7, 1967 in Misc. Record 117 page 469. (SE SW SW 27-8-3)
See Continuation Sheet



CHICAGO TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

SCHEDULE B, PART II
Exceptions (Continued)

File No.: 21-899

47. Right-of-Way Easement to the Village of Pittsburg, filed February 7, 1967 in Misc. Record 117 page 471. (SW SW SW 27-8-3)
48. Right-of-Way Easement to the Village of Pittsburg, filed February 7, 1967 in Misc. Record 117 page 473. (SE CORNER SE SE 28-8-3)
49. Easement to General Telephone Company of Illinois, filed August 9, 1967 in Misc. Record 119 page 590. (PT NW NW 27-8-3)
50. Dedication of Right of Way for Public Road Purposes, to the County of Williamson, filed March 1, 1968, in Misc. Record 121 page 533. (PT SE SE 27-8-3)
51. Road Easement to Freeman Coal Mining Company, filed February 27, 1973, in Misc. Record 134 page 835. (PT SE SW 27-8-3)
52. Right-of-Way Easement to Southeastern Illinois Electric Cooperative, Inc., filed August 29, 1977 in Misc. Record 149 page 254. (PT SE SW 27-8-3)
53. Right-of Way Grant to Central Illinois Public Service Company, filed January 31, 1978 in Misc. Record 150 page 904. (E2 SE 28/ N2 SW SW 27/ PT SE SW 27 / PT SW SE 27 / PT SE SE 27 ALL IN 8-3)
54. Right-of Way Grant to Central Illinois Public Service Company, filed November 24, 1981 in Misc. Record 164 page 525. (E2 SE 28/ N2 SW SW 27/ SW SW SW 27 ALL 8-3)
55. Easement to County of Williamson, filed January 2, 1985 in Misc. Record 177 page 132. (PT NW NW 27-8-3)
56. Easement Grant to Verizon North, Inc., filed October 20, 2005 in Misc. Record 294 page 457. (PT NW NW 34/ PT NE NE 33 ALL 8-3)
57. Right-of-Way Easement to Williamson Development Company, LLC, filed January 18, 2008 in Misc. Record 309 page 402. (PT NE NE 28/ PT NW NW 27 ALL 8-3)
58. Transmission Easement to Ameren Illinois Company D/B/A Ameren Illinois, filed February 5, 2013 in Book 340 page 884. (PT E2 SE / PT SE NE ALL in 28-8-3)
59. Warranty Deed by Mary J. Collins, conveying a perpetual roadway from said land to the country road, filed November 17, 1913 in Deed Record 117, Page 220. (SW SE 27-8-3)

See Continuation Sheet



CHICAGO TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

SCHEDULE B, PART II
Exceptions (Continued)

File No.: 21-899

60. Warranty Deed by and between Roy M. Hudgens and Laura Hudgens, to L. D. Hobbs, filed June 18, 1917 in Deed Record 133 page 106. (NE NE 33/ SE SE & S2 NE SE 28 ALL 8-3)
61. Warranty Deed by and between Mon Hudgens and Alice Hudgens to L. D. Hobbs, filed June 26, 1917 in Deed Record 133 page 144. (S 71 17/33 Rds E 2 SE SW / PT SW SE ALL 27-8-3)
62. Warranty Deed by and between Harvey M. Harris, to L.D. Hobbs, filed June 26, 1917, in Deed Record 133 page 145. (S2 SE NE / N2 NE SE ALL 28-8-3)
63. Warranty Deed by and between E. J. Moake and Dell Moake to J.B. Katz, authorizing the right to lay, construct, and perpetually use and maintain a cast iron pipe line, filed January 10, 1922 in Deed Record 162 page 593. (E 15 AC. NW NW 27-8-3)
64. Warranty Deed Forrest T. Hudgens, Zada D. Hudgens, Kenneth Hudgens, Virginia Hudgens, Samuel Hudgens, Helen Hudgens, Sylvia Price, Orville Price, Gay Stroud, and Jesse Stroud to Gladys Goddard, where grantor's reserve the right of ingress and egress, filed August 27, 1940 in Deed Record 234 page 605. (PT NE NE 33-8-3)
65. Easement to the Illinois Power Company, filed April 2, 1952 in Deed Record 283 page 274. (NE SE / SE NE ALL 33-8-3)
66. Easement to the Illinois Power Company, filed April 2, 1952 in Deed Record 283 page 276. (NE SE / SE NE ALL 33-8-3)
67. Easement to the Illinois Power Company, filed April 2, 1952 in Deed Record 283 page 278. (NE SE / SE NE ALL 33-8-3)
68. Easement to the Illinois Power Company, filed April 2, 1952 in Deed Record 283 page 279. (NE SE / SE NE ALL 33-8-3)
69. Easement to the Illinois Power Company, filed April 2, 1952 in Deed Record 283 page 281. (NE SE / SE NE ALL 33-8-3)
70. Easement to the Illinois Power Company, filed April 2, 1952 in Deed Record 283 page 283. (NE SE / SE NE ALL 33-8-3)
71. Warranty Deed by and between Eugene Campbell and Lorena Campbell to John Winder and Loretta Winder, reseving the right and easement to use and maintain a private road, filed May 12, 1954 in Deed Record 293 page 167. (PT SW SE SW 27-8-3)

See Continuation Sheet



CHICAGO TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

SCHEDULE B, PART II
Exceptions (Continued)

File No.: 21-899

72. Right of Way Grant to Central Illinois Public Service Company, filed February 17, 1958 in Deed Record 304 page 554. (PT SE SE 28-8-3)
73. Quit-Claim Deed by and between Chicago & Eastern Illinois Railroad Company to Freeman Coal Mining Corporation, reserving unto the grantor herein, its successors or assigns, an easement for right of way for tracks, filed November 2, 1959, in Deed Record 311 page 431. (PT NW NW 27 / PT NE NE & N 20 AC. SE NE 28 ALL 8-3)
74. Special Warranty Deed by and between the City of Johnston City, Illinois to Freeman United Coal Mining Company, filed November 20, 1986 in Deed Record 410 page 122. (PT SE NW 27-8-3)
75. Mortgage dated August 29, 2007, recorded September 17, 2007, in Mortgage Record 260 page 500, made by Springfield Coal Company, LLC, to Peabody Energy Corporation and Coaltrade LLC, given to secure indebtedness in the principal amount of \$73,600,000.00.
76. UCC Financing Statement by Springfield Coal Company, LLC to Peabody Energy Corporation, filed September 17, 2007 in Mortgage Record 260 page 501.
77. Leases or permits if any.

Marion Abstract Company
Privacy Statement

Marion Abstract Company, respect 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 Marion Abstract Company'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. Marion Abstract Company follows the privacy practices described in this Privacy Statement and, depending on the business performed, Marion Abstract Company 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, 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 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 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 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.

Effective Date: 1/14/2015

Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with others, 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.

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 who your Personal Information has been disclosed to, and request correction or deletion of your Personal Information. However, Marion Abstract Company'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
Marion Abstract Company
406 N. Monroe St.
Marion, IL 62959**

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.