Transaction Identification Data for reference only:

Issuing Agent: Issuing Office:

Doma Insurance Agency of Illinois, Inc. 140 S. Poplar Street, Centralia, IL 62801

**ALTA Universal ID:** 

Commitment No.: Issuing Office File No.: 15844-22-01211-IL

15844-22-01211-IL

**Property Address:** 

Reed Road, Red Bud, IL 62278

# SCHEDULE A

#### AMERICAN LAND TITLE ASSOCIATION COMMITMENT

- 1. Commitment Date: July 7, 2022 at 12:00 AM
- 2. Policy to be issued:
  - a. ALTA 2006 Owner's Policy of Title Insurance

Proposed Insured: To Come

Proposed Policy Amount: \$10,000.00

- 3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
- 4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Blake Farms Illinois, L.L.C., an Illinois limited liability company.

5. The Land is described as follows:

# LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

### Issued by:

Doma Insurance Agency of Illinois, Inc.

140 S. Poplar Street Centralia, IL 62801 Phone: 618-532-1000 Fax: 618-532-1370

**Authorized Countersignature:** 

**NORTH AMERICAN TITLE INSURANCE COMPANY** 

dez, PRESIDENT

ATTEST Valerio Jahn-Grandin, SECRETARY

By: Andy McKelvy

Alu HH tus

Doma Insurance Agency of Illinois, Inc.

Schedule A – ALTA® Commitment for Title Insurance (8/1/16) Form: C.GU.1006



# **EXHIBIT "A"**

Legal Description

Issuing Office File No.: 15844-22-01211-IL Commitment No.: 15844-22-01211-IL

A PART OF THE NORTHEAST QUARTER AND A PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION EIGHT, TOWNSHIP FOUR SOUTH, RANGE NINE WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT FOUND AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 89 DEGREES 58 MINUTES 23 SECONDS EAST (BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM WEST, ZONE 1202), ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8, 2,411.38 FEET TO AN IRON PIPE AT THE NORTHWEST CORNER OF THE EAST 20 ACRES OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE SOUTH 00 DEGREES 02 MINUTES 22 SECONDS WEST, ALONG THE WEST LINE OF SAID EAST 20 ACRES, 2,656.26 FEET TO AN IRON PIPE ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8: THENCE SOUTH 00 DEGREES 02 MINUTES 22 SECONDS WEST, ALONG SAID WEST LINE OF THE EAST 20 ACRES OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 8, 344,12 FEET TO AN IRON PIPE: THENCE NORTH 89 DEGREES 53 MINUTES 56 SECONDS WEST, 734,60 FEET: THENCE NORTH 00 DEGREES 06 MINUTES 04 SECONDS EAST, 225.00 FEET TO AN IRON PIPE; THENCE NORTH 89 DEGREES 53 MINUTES 56 SECONDS WEST, 160.00 FEET TO AN IRON PIPE; THENCE NORTH 00 DEGREES 06 MINUTES 04 SECONDS EAST, 1,400.00 FEET TO AN IRON PIPE; THENCE NORTH 89 DEGREES 53 MINUTES 56 SECONDS WEST, 500.00 FEET TO AN IRON PIPE; THENCE NORTH 00 DEGREES 06 MINUTES 04 SECONDS EAST, 300.00 FEET TO AN IRON PIPE; THENCE NORTH 89 DEGREES 53 MINUTES 56 SECONDS WEST, 620.00 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 04 SECONDS EAST, 375.00 FEET TO AN IRON PIPE; THENCE NORTH 89 DEGREES 53 MINUTES 56 SECONDS WEST, 400.00 FEET TO AN IRON PIPE ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8: THENCE NORTH 00 DEGREES 06 MINUTES 04 SECONDS EAST, ALONG SAID WEST LINE, 695.00 FEET TO THE POINT OF BEGINNING. SITUATED IN THE COUNTY OF MONROE, STATE OF ILLINOIS.

EXCEPT ANY INTEREST IN THE COAL, OIL, GAS, AND OTHER MINERALS UNDERLYING THE LAND WHICH HAVE BEEN HERETOFORE CONVEYED OR RESERVED IN PRIOR CONVEYANCES AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL, OIL, GAS, AND OTHER MINERALS. IF ANY.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form

Exhibit A - ALTA® Commitment for Title Insurance (8/1/16) Form: C.GU.1006.

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. Schedule B-II



# SCHEDULE B-I

### AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Issuing Office File No.: 15844-22-01211-IL Commitment No.: 15844-22-01211-IL

### 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.
- 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.
- 5. 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 said documentation will be shown specifically.
- 6. Pay or redeem any sold, forfeited, delinquent or back property taxes, current property taxes, or special assessments.
- 7. Release of Mortgage executed by Blake Farms Illinois, L. C. to Farm Credit Illinois FLC4 data.

  December 10, 2019 and recorded December 13, 2019 as Document No. 405229 to secure the amount of \$720,300.00.
- 8. Warranty Deed executed by Blake Farms Illinois L.L. O to Buyer to come.
- 9. We must be provided copies of the Articles of Organization, Operating Agreement (including any addendums thereto) and evidence of good standing for the following LLC(s), and this report is subject to any further findings contained therein.
  - Name of LLC entity: Blake Farms Illinois, L.L.C.
  - Note: In addition to the above, we must be provided with a current properly executed LLC Resolution authorizing the proposed conveyance and/or mortgage.
- 10. 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.

This page is only a part of a 2016 ALTA<sup>®</sup> Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form

Schedule B-I – Requirements - ALTA® Commitment for Title Insurance (8/1/16) Form: C.GU.1006.





The second secon

## **SCHEDULE B-I**

(Continued)

- 11. Requirement for coverage of Owner's and Loan Policies:
  - A) A survey, if available, should be produced for examination and a copy for our files. If a survey is not available, a statement by the proposed insured to this effect should be furnished. If survey is more than 6 months old, an Affidavit of No New Improvements should be furnished.
  - B) An "ALTA Loan and Owner's Policy Statement" executed by all parties holding title to the land during the six (6) months preceding the date of the policy. If land vested in a land trust, the Trustee as well as the beneficiaries should execute said statement.
  - C) Satisfactory evidence of the payment in full of the cost of furnishing services, labor and materials in connection with any improvements made on the land within six months of the date of Policy. This evidence should consist of sworn Contractor's and Subcontractor's affidavits together with all necessary waivers of lien.
- 12. 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.
- 13. Pursuant to 215 ILCS 155/26, Doma Insurance Agency of Illinois requires "good funds" for funds greater than \$50,000.00 from a single party to a transaction; and Doma Insurance Agency of Illinois requires "good funds" or "collected funds" for funds less than \$50,000.00 received from a single party to a transaction.
- 14. Public Act 96-1454, which became effective January 1, 2011, requires the issuance of Closing Protection Letters (CPL's) on to the seller, one to the buyer/sorrower and Lender in every residential transaction or commercial transaction under \$2,000,000.00 where Doma Insurance Agency of Illinois acts as a closing agent. According to the statute, the CPL is defined as a letter which shall "Indemnify a buyer, lender or seller solely against losses not to exceed the amount of the settlement funds only because of the following acts of the title insurer's named issuing agency or title agent: (a) acts of theft of the settlement funds or fraud with regard to settlement funds; and (b) failure to comply with written closing instructions by the proposed insured when agreed to by the title agency or the title agent relating to title insurance coverage." Each letter has a fee of \$25.00 per policy issued and \$50.00 per transaction when the policy is not being issued to a noninsured party, but funds are being disbursed by Doma Insurance Agency of Illinois.
- 15. If Doma Insurance Agency of Illinois is acting as closing agent on behalf of the proposed insured, the following requirements must be satisfied at or prior to closing.
  - a. The borrower or buyer and seller must bring in a valid government issued photo ID bearing their signature to the closing.
  - b. Each seller must provide a valid forwarding address and social security number to be submitted to the IRS for 1099 purposes.
  - c. Payoff letters must be current and not subject to additional terms. We reserve the right to verify payoff figures prior to disbursement. Any additional funds required to satisfy a lien in full must be deposited by the parties involved immediately.
- 16. Real Estate Transfer Declaration executed by Buyer and Seller or Agent pursuant to 35 Illinois Complied Statues 200/31 et seq. Please note that form PTAX-203 must be executed by Buyer and Seller and presented with the Deed for recording or the Recorder of Deeds will not record said Deed. See website hhps://www.revenue.state.il.us/app/rtdi to download said form. For those transactions over \$1,000,000.00 you will also need to add the PTAX-203A form with the PTAX-203 form for recording.

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 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

Schedule B-I – Requirements - ALTA® Commitment for Title Insurance (8/1/16) Form: C.GU.1006.



# **SCHEDULE B-I**

(Continued)

17. 24 MONTH CHAIN OF TITLE: Last Deed recorded on December 13, 2019 as Document Number 405228 executed by James W. Storment, Executor of the Last Will and Testament of David L. Storment, Deceased to Blake Farms Illinois, L.L.C., an Illinois limited liability company.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form

Schedule B-I – Requirements - ALTA® Commitment for Title Insurance (8/1/16) Form: C.GU.1006.



# **SCHEDULE B-II**

#### AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Issuing Office File No.: 15844-22-01211-IL Commitment No.: 15844-22-01211-IL

### **Exceptions**

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

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

#### **General Exceptions**

- 1. 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.
- 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. Rights or claims of parties in possession not recorded in the Public Records.
- 4. Easements, or claims of easements, not recorded in the Public Records.
- 5. Any liens, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
- 6. Taxes or special assessments required to be paid in the year 2022 and subsequent years.

# **Special Exceptions**

- 7. NOTE: The Loan Policy issued pursuant hereto will contain, under Schedule "B", the Standard Exceptions for Owner's Policy set forth in the inside cover, hereof. Items 1, 2, 3, 4, 5, 6 and 7 will be omitted from the Mortgage Title Insurance Policy provided that this company is furnished with an adequate Survey or meeting of the requirements stated therein.
- 8. NOTE FOR INFORMATION: Attention is directed to ordinances and regulations relating to connections, charges and liens for use of any public sewage, water or other utility system serving the land referred therein. We call your attention to the fact that all sewer and utility bills should be obtained from the offices supplying the services. We indicate only recorded liens.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form



### SCHEDULE B-II

(Continued)

9. All assessments and taxes for 2021 due in 2022, and thereafter. Taxes or assessments which are not not shown as existing liens by either the public records or the records of any taxing authority that levies taxes or assessments on real property.

Parcel Index No. 16-08-200-003-000

2020 General Real Estate Taxes have been assessed in the amount of \$940,48 have been paid.

2021 and 2022 General Real Estate Taxes are a lien but are not yet due and payable.

NOTE: We assume no responsibility for taxes which had been shown paid on the Collector's Book but may have been incorrectly credited or had payment voided for whatever reason.

- 10. Rights of way for underground utilities.
- 11. All rights and easement 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.
- 12. Subject to all public and quasi-public utilities, if any.
- 13. Subject to all drainage ditches, feeders, laterals, and underground pipe or tile, if any.
- 14. Subject to all rights of the public, the State of Illinois, the County, the Township, and Municipality in and to that part of the premises taken, used or dedicated to roads or highways.
- 15. Easement for Municipal Gas System dated October 14, 1961 and recorded November 29, 1961, in Book 85, at pate 367, Monroe County, Illinois, as noted on said plat of survey.
- Subject to Plat of Survey recorded on December 13, 2019 in Envelope 2 slide 363A. as Document No. 405230.
- 17. Subject to possible encroachment existing gravel drive as noted on said plat of survey.
- 18. Subject to Farm Tenant Rent Agreement Blake Farms Illinois, L.L.C. as landlord and Scott Rippelmeyer, as tenant. (For further particulars see document)
- 19. The acreage stated in the legal description is for informational purposes only. Nothing in this commitment or policy when issued should be construed as insuring against loss or damage to the inaccuracy or discrepancy in the quantity of land so described.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form

