## Doma Insurance Agency of Illinois, Inc.

A Policy Issuing Agent of Doma Title Insurance, Inc.

**ALTA Commitment** 



## DOMA TITLE INSURANCE, INC.

#### **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, Doma Title Insurance, Inc., a South Carolina 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.

NORTH AMERICAN TITLE INSURANCE COMPANY

Emilio Fernandez, PRESIDENT

ATTEST

Valerie Jahn-Grandin, SECRETARY



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.



#### **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:
  - (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.

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- (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.
- (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 <a href="http://www.alta.org/arbitration">http://www.alta.org/arbitration</a>.

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Transaction Identification Data for reference only:

Issuing Agent: Doma Insurance Agency of Illinois, Inc. Issuing Office: 2419 Broadway, Mount Vernon, IL 62864

ALTA Universal ID:

Loan ID No.:

Commitment No.: 15846-23-00216-IL Issuing Office File No.: 15846-23-00216-IL

Property Address: E. Homestead Vacant Ground & Vacant Lots Prairie View Resort, Dix, IL 62830

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: January 3, 2023 at 12:00 AM

2. Policy to be issued:

ALTA 2006 Owner's Policy of Title Insurance
 Proposed Insured: AUCTION-BUYER TO COME

Proposed Policy Amount: \$10,000.00

b. ALTA Loan Policy of Title Insurance

Proposed Insured: , its successors and/or assigns as their respective interests may appear.

Proposed Policy Amount: \$0.00

- 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:

Kiah J. McCance and Stephanie R. McCance, husband and wife, not in tenancy in common, but in joint tenancy

5. The Land is described as follows:

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

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Issued by:

Doma Insurance Agency of Illinois, Inc. 2419 Broadway
Mount Vernon, IL 62864

Phone: 618-241-0080 Fax: 618-207-3949

Authorized Countersignature:

Doma·Title·Insurance,·Inc. Emilio·Fernandez President



By: Andy McKelvy

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Doma Insurance Agency of Illinois, Inc.

Schedule A – ALTA® Commitment for Title Insurance (8/1/16)



#### SCHEDULE B-I

#### AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Issuing Office File No.: 15846-23-00216-IL Commitment No.: 15846-23-00216-IL

#### Requirements

All of the following Requirements must be met:

- The Proposed Insured must notify the Company in writing of the name of any party not referred to in this 1. 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.
- Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or 4. both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- We should be furnished a properly executed ALTA Statement and, unless the Land insured is a 5. 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. 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.
- Note: Our search discloses no mortgage encumbrance(s) of record. Inquiry should be made with the 8. current vested title holder as to the existence of any mortgages or other voluntary liens and a written statement submitted confirming that none exist or proving information regarding any that do exist, and this commitment may be subject to further possible exceptions that may be deemed necessary.
- 9. Warranty Deed executed by Kiah J. McCance and Stephanie R. McCance to (Buyer)

10.	Mortgage executed by	(buver) to	(Bank).

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



#### 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, North American Title Company requires "good funds" for funds greater than \$50,000.00 from a single party to a transaction; and North American Title Company requires "good funds" or "collected funds" for funds less than \$50,000.00 received from a single party to a transaction.
- 14. This transaction may be subject to the current FinCEN Geographic Targeting Order affecting sale transactions. This Issuing Agent may be required by Federal law to collect certain additional information from the proposed insured(s) regarding this purchase of real property. United States Code Title 31 Section 5326 authorizes the U.S. Department of Treasury to collect information about certain transactions in specified geographic areas in order to carry out the purposes or prevent evasions of the Bank Secrecy Act.
- 15. If a Mortgage Policy is to be issued with this transaction, all parties in title, or proposed to be in title, must sign the Mortgage Document.
- 16. 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.

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



#### SCHEDULE B-I

(Continued)

- 17. 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.
- 18. 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.

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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.: 15846-23-00216-IL Commitment No.: 15846-23-00216-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 2023 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.

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#### **SCHEDULE B-II**

(Continued)

9. All assessments and taxes for 2022 due in 2023, and thereafter. Taxes or assessments which are 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.

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2021 General Real Estate Taxes have been paid in the following amounts:
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$136.56... 02-04-409-010 (Tract 1)
$19.54... 02-04-408-008 (Tract 2)
$19.54... 02-04-408-009 (Tract 2)
$19.54... 02-04-408-010 (Tract 2)
$19.54... 02-04-408-011 (Tract 2)
$19.54... 02-04-408-012 (Tract 2)
$19.54... 02-04-408-013 (Tract 2)
$19.54... 02-04-408-014 (Tract 2)
$19.54... 02-04-408-017 (Tract 2)
$194.98... 02-04-407-033 (Tract 3)
$383.08... 02-04-451 004 (Tract 4)
$19.54... 02-04-408-015 (Tract 5)
$19.54... 02-04-408-016 (Tract 5)
$19.54... 02-04-405-001 (Tract 6)
$19.54... 02-04-405-002 (Tract 6)
$19.54... 02-04-405-003 (Tract 7)
$19.54... 02-04-405-004 (Tract 7)
$19.54... 02-04-405-005 (Tract 8)
$19.54... 02-04-405-006 (Tract 8)
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2022 & 2023 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. Easements, or claims of Easement, not shown by the public records.
- 12. 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.
- 13. Rights of the public or quasi-public utility companies in and to any portion of the land used for utility purposes.
- Right of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any, not shown of record.
- 15. 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.
- 16. Rights or claims of parties in possession not shown by the public records.

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Schedule B-II – Exceptions - ALTA  $^{\circledR}$  Commitment for Title Insurance (8/1/16) Form: C.GU.1006.



### **SCHEDULE B-II**

(Continued)

- 17. Subject to Right of Way Grant to Carter Oil Company executed by Allee L. Boggs recorded on August 23, 1939, in Book 139, Page 524 in the Recorder of Deeds Office, Jefferson County, Illinois. (Affects W/2 SE and SE NE Tract 4)
- 18. Subject to Plat of Prairie View Resort dated September 1962 and recorded in Plat Cabinet "C", Page 56 recorded in the Recorder of Deeds Office, Jefferson County, Illinois.

END OF SCHEDULE B

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Schedule B-II – Exceptions -  $\rm ALTA^{\textcircled{8}}$  Commitment for Title Insurance (8/1/16) Form: C.GU.1006.



#### **EXHIBIT "A"**

Legal Description

Issuing Office File No.: 15846-23-00216-IL Commitment No.: 15846-23-00216-IL

TRACT 1: LOTS 3, 4, 5, 6, 7, 8 & 9 IN BLOCK "O" IN PRAIRIE VIEW RESORT PROPERTIES SECTION 4, TOWNSHIP 1 SOUTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON AND 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. PARCEL NO. 02-04-409-010

TRACT 2: LOTS 39, 40, 41, 42, 43, 44, 45, AND 48 IN BLOCK "L" IN PRAIRIE VIEW RESORT PROPERTIES SECTION 4, TOWNSHIP 1 SOUTH, RANGE 2 EAST, OF THE 3RD PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON AND 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,

PARCEL NO. 02-04-408-008 (LOT 39); 02-04-408-009 (LOT40); 02-04-408-010 (LOT 41); 02-04-408-011 (LOT 42); 02-04-408-012 (LOT 43); O2-04-408-013 (LOT 44); 02-04-408-014 (LOT 45) 02-04-408-017 (LOT 48)

TRACT 3: LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10 IN BLOCK "L" OF PRAIRIE VIEW RESORT PROPERTIES SECTION 4, TOWNSHIP 1 SOUTH, RANGE 2 EAST, OF THE 3RD PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON AND 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. PARCEL NO. 02-04-407-033 (LOTS 1 TO 10)

#### TRACT 4:

PARCEL A: THE SOUTH 25 ACRES OF THE SOUTHWEST ONE-QUARTER (SW¼) OF THE SOUTHEAST ONE-QUARTER (SE½) OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, JEFFERSON COUNTY, 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. PARCEL NO. PART OF 02-04-451-004

PARCEL B: THE NORTH 15 ACRES OF THE SOUTHWEST ONE-QUARTER (SW½) OF THE SOUTHEAST ONE-QUARTER (SE½) OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, JEFFERSON COUNTY, 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. PARCEL NO. PART OF 02-04-451-004

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

OIL, GAS AND OTHER MINERALS., IF ANY.

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#### **EXHIBIT "A"**

(Continued)

PARCEL C: THE SOUTH 10 ACRES OF THE NORTHWEST ONE-QUARTER (NW1/4) OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, EXCEPT ALL OF THE COAL, OIL, GAS AND OTHER MINERALS UNDERLYING THE SURFACE THEREOF, TOGETHER WITH THE RIGHT TO MINE AND REMOVE THE SAME, JEFFERSON COUNTY, ILLINOIS.

PARCEL NO. PART OF 02-04-451-004

PARCEL D: A TRACT OF LAND BEING 2.11 ACRES OF EVEN WIDTH LYING SOUTH OF AND ADJACENT TO THE SOUTH LINE OF PRAIRIE VIEW RESORT PROPERTIES SECTION 4, IN THE NORTHWEST ONE-QUARTER (NW½) OF THE SOUTHEAST ONE-QUARTER (SE½) OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, SITUATED IN JEFFERSON COUNTY, ILLINOIS. EXCEPT ANY INTEREST IN THE COAL, OIL, GAS AND OTHER MINERALS UNDERLYING THE LAND, IF ANY. PARCEL NO. PART OF 02-04-451-004

TRACT 5: LOTS 46 & 47 IN BLOCK "L" IN PRAIRIE VIEW RESORT PROPERTIES SECTION 4, TOWNSHIP 1 SOUTH,, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON AND 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

PARCEL NO. 02-04-408-015 (LOT 46); 02-04-408-016 (LOT 47)

TRACT 6: LOT 1 IN BLOCK "N" OF PRAIRIE VIEW RESORT, SECTION 4, SITUATED IN THE COUNTY OF JEFFERSON AND STATE OF ILLINOIS AND

LOT 2 IN BLOCK "N" OF PRAIRIE VIEW RESORT, SECTION 4, SITUATED IN THE COUNTY OF JEFFERSON AND STATE OF ILLINOIS

PARCEL NO. 02-04-405-001 (LOT 1); 02-04-405-002 (LOT 2)

PARCEL 7: LOT 3 IN BLOCK "N" OF PRAIRIE VIEW RESORT, SECTION 4, SITUATED IN THE COUNTY OF JEFFERSON AND STATE OF ILLINOIS AND

LOT 4 IN BLOCK "N" OF PRAIRIE VIEW RESORT, SECTION 4, SITUATED IN THE COUNTY OF JEFFERSON AND STATE OF ILLINOIS

PARCEL NO. 02-04-405-003 (LOT 3); 02-04-405-004 (LOT 4)

PARCEL 8: LOT 5 IN BLOCK "N" OF PRAIRIE VIEW RESORT, SECTION 4, SITUATED IN THE COUNTY OF JEFFERSON AND STATE OF ILLINOIS AND

LOT 6 IN BLOCK "N" OF PRAIRIE VIEW RESORT, SECTION 4, SITUATED IN THE COUNTY OF JEFFERSON AND STATE OF ILLINOIS

PARCEL NO. 02-04-405-005 (LOT 5); 02-04-405-006 (LOT 6)

EXCEPT FROM ALL OF THE ABOVE 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.

# **Privacy Policy**

# The Doma Family of Companies

FACTS	What does the Doma family of companies do with your personal information?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the rigi limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect you personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include:  Social Security number, date of birth and income Transaction history and payment history Purchase history and account balances	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons the Doma Family of Companies chooses to share, and whether you can limit this sharing.	

Reasons we can share your personal information	Does Doma share?	Can you limit this sharing?
For our everyday business purposes Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes To offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes Information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes Information about your creditworthiness	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you	No	We don't share
Call 1-866-929-7437—our menu will prompt you ti	hrough your choice(s) or	

To limit our sharing	Visit us online: www.doma.com
	Please note:
	If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
	However, you can contact us at any time to limit our sharing.
Questions?	Call 1 (866) 929-7437 or go to <u>www.doma.com</u>

Privacy Policy NATG 15846-23-00216-IL

# **Privacy Policy**

# The Doma Family of Companies

Who is providing this notice?	The Doma Family of Companies (identified below), which offers		
	title insurance and settlement services.		
What we do			
How does Doma protect my	To protect your personal information from unauthorized access and use, we use		
personal information?	security measures that comply with federal law. These		
	measures include computer safeguards and secure files and buildings.		
How does Doma collect my	We collect your personal information, for example, when you		
personal information?	Apply for insurance		
	Apply for financing		
	Give us your contact information		
	<ul> <li>Provide your mortgage information</li> </ul>		
	Show your government-issued ID		
	We also collect your personal information from others, such as credit		
	bureaus, affiliates, or other companies.		
Why can't I limit all sharing?	Federal law gives you the right to limit only		
	<ul> <li>Sharing for affiliates' everyday business purposes – information</li> </ul>		
	about your creditworthiness		
	<ul> <li>Affiliates from using your information to market to you</li> </ul>		
	<ul> <li>Sharing for nonaffiliates to market to you</li> </ul>		
	State laws and individual companies may give you additional rights to		
	limit sharing.		
What happens when I limit sharing	Your choices will apply to everyone on your account – unless you tell us otherwise.		
for an account I hold jointly with			
someone else?			
Definitions			
Affiliates	Companies related by common ownership or control. They can be		
	financial and nonfinancial companies.		
	<ul> <li>Our affiliates are the entities that comprise the Doma Family of Companies</li> </ul>		
	(listed below) and include companies with a Doma name; financial companies		
	such as Doma Insurance Agency, Inc. and Doma Home Insurance Services, LLC		
	and nonfinancial companies such as Title Agency Holdco, LLC.		
Nonaffiliates	Companies not related by common ownership or control. They can be financial and		
	nonfinancial companies.		
	Nonaffiliates we share with can include collection agencies, our service		
	providers, companies that perform marketing and advertising services on our		
	behalf, and consumer reporting agencies.		
Joint marketing	A formal agreement between nonaffiliated financial companies that together market		
	financial products or services to you.		
	Doma doesn't jointly market.		
Other important information			

Privacy Policy NATG 15846-23-00216-IL

# **Privacy Policy**

# The Doma Family of Companies

## The Doma Family of Companies consists of the following entities:

Doma Holdings, Inc.

Doma Corporate, LLC

Doma Customer Financing LLC

Doma Home Insurance Services, LLC

Doma Insurance Agency, Inc.

Doma Insurance Agency of Arizona, Inc.

North American Title Company of Colorado Doma

Insurance Agency of Florida, Inc.

Doma Insurance Agency of Illinois, Inc.

Doma Insurance Agency of Indiana, LLC

Doma Insurance Agency of Louisiana, LLC

Doma Insurance Agency of Minnesota, Inc.

Doma Title Insurance Company of New York

Doma Title Agency of Nevada, Inc.

Doma Insurance Agency of New Jersey, Inc.

Doma Insurance Agency of Texas, Inc.

Doma Insurance Agency of Utah, LLC

Doma Title Insurance, Inc.

Doma Trustee Services, LLC

Doma Title of California, Inc.

Cura Home, Inc.

NASSA LLC

North American Title Company

North American Title Insurance Company

North American Asset Development, LLC

North American Services, LLC

Spear Agency Acquisition Inc.

States Title Holding, Inc.

States Title, LLC

Title Agency Holdco, LLC

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Privacy Policy (Stewart) 15846-23-00216-IL