

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Commitment Number: 230038307659
Issuing Agent: Hart Cantrell LLC
Issuing Office's
ALTA® Registry ID: 1114904
Property Address: 13021 Water Road
Sesser, IL 62884

COMMITMENT FORM - SCHEDULE A

1. Commitment Date: March 21, 2023 at 8:45 am
2. Policy to be issued:
 - a. 2021 ALTA Owner's Policy
Proposed Insured: To Come

Proposed Amount of Insurance:
 - b. 2021 ALTA Loan Policy
Proposed Insured:
Proposed Amount of Insurance: \$0.00
3. The estate or interest in the Land at the Commitment Date is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
Heirs and Devisees of Edward E. Hale, deceased
5. The Land is described as follows:
The East Ten (10) Acres of the following described parcels:

The North One-Half (N ½) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) and the East 198 feet of the North One-Half (N ½) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section Thirty-Two (32), Township Five (5) South, Range Two (2) East of the Third Principal Meridian LESS AND EXCEPT the South 150 feet of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of said Section Thirty-Two (32), LESS AND EXCEPT that part of the South 150 of the East 150 feet of the Northwest Fourth (NW ¼) of the said Northeast Fourth (NE ¼) of the Northeast Quarter (NE ¼) lying South of a line running from the Southwest Corner of the East 150 feet of said Northwest Fourth (NW ¼) of the Northeast Fourth (NE ¼) of the Northeast Quarter (NE ¼), to a point in the East Line of said Northwest Fourth (NW ¼) of the Northeast Fourth (NE ¼) of the Northeast Quarter (NE ¼), said point being 150 feet North of the Southeast corner, thereof, subject to prior reservations, exceptions and conveyances of the coal, oil, gas and other minerals underlying the same, situated in Franklin County, Illinois.

This page is only a part of a 2021 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; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Issued By:
Hart Cantrell LLC
<http://hartcantrell.com>
602 West Public Square, P.O. Box 937
Benton, IL 62812
(618) 435-8123

383
Agent No.


Signature of Agent or Authorized Signatory

COMMITMENT FORM - SCHEDULE B

Commitment No.: 230038307659

Commitment Date: March 21, 2023 at 8:45 am

State Issued: IL

File Name:

PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy.
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. The following additional requirements must be satisfied at or prior to the closing:
 - a. The borrower and seller must bring 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.
 - d. All funds brought to closing must be in the form of wire transfer, certified check, or cashier's check.
6. The Good Funds provision of the Illinois Title Insurance Act (215 ILCS 155/26) became effective January 1, 2010. This law imposes stricter rules on the type of funds that can be accepted for real estate closings and requires wired funds in many circumstances. Contact your settlement agent to confirm the type of funds that are required for your transaction.
7. Per Illinois law, for closings on or after January 1, 2011, ATG will issue Closing Protection Letters to the parties to the transaction if it is closed by ATG or its approved title insurance agent.
8. If you are a lender, your ATG Closing Protection Letter will be valid only if you receive it in one of the following two ways, (1) as an email from the domain "@atgf.com" or (2) as a fax from fax number 312.372.9509 or 217.403.7401.

PART II
Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

Standard Exceptions

1. Rights or claims of parties in possession not shown by the Public Records.

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Issued By:

Hart Cantrell LLC

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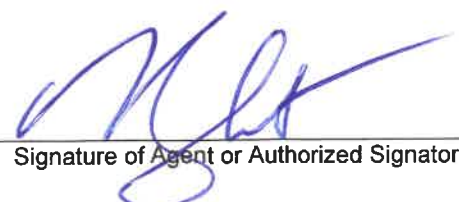
602 West Public Square, P.O. Box 937

Benton, IL 62812

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383

Agent No.



Signature of Agent or Authorized Signatory

2. Any encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment that would be disclosed by an inspection or an accurate and complete land title 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, material, or equipment heretofore or hereafter furnished, imposed by law, and not shown by the Public Records; and
5. Taxes or special assessments that are not shown as existing liens by the Public Records.

Special Exceptions

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the Commitment Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any Loan Policy issued pursuant to this Commitment will be subject to the following exceptions (a) and (b), in the absence of the production of the data and other matters contained in the ALTA Statement form or an equivalent form:
 - a. Any lien, or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law, and not shown by the Public Records;
 - b. Consequences of the failure of the lender to pay out properly the whole or any part of the loan secured by the mortgage described in Schedule A, as affecting: (i) the validity of the lien of said mortgage; and (ii) the priority of the lien over any other right, claim, lien, or encumbrance that has or may become superior to the lien of said mortgage before the disbursement of the entire proceeds of the loan.
3. The lien of taxes assessed for the year 2022 and thereafter:
 Taxes for the year 2021 in the amount of \$925.38 are paid.
 Taxes for the year 2022 & 2023 are not yet due and payable.
 Permanent Index No. 02-32-200-016
4. Rights of the owners of the coal, oil, gas and other minerals.
5. Rights of the public, the State of Illinois, the Township, the County, and the municipality in and to that part of the premises in question taken, used or dedicated for roads or highways.
6. Rights of Way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
7. RIGHT OF WAY EASEMENT recorded January 26, 1967 as Document No. 16-363 to Southern Illinois Electric Cooperative District.
8. WATER LINE RIGHT OF WAY GRANT recorded December 10, 1974 as Document No. 23-6513 to Rend Lake Conservancy District.
9. EASEMENT FOR RIGHT OF WAY FOR WATER PIPE LINE AND METER BOX recorded May 14, 1974 as Document No. 23-2215 to Sohio Petroleum Company.
10. EASEMENT FOR POWER LINE recorded July 16, 1951 in Misc. Record 8 Page 619 to Illinois Power Company.
11. DEDICATION OF RIGHT OF WAY FOR ROAD PURPOSES recorded March 10, 1967 as Document No. 16-996 to the County of Franklin in Illinois.
12. EASEMENT recorded June 16, 1967 as Document No. 16-2601 to General Telephone Company of Illinois.
13. Decedent Edward Eugene Hale, Sr., owner of the property, died intestate. In connection therewith, the following is noted:
 - (a) A satisfactory table of the heirship and of the value of the estate of Edward Eugene Hale, Sr. deceased, should be furnished; and this commitment is subject to such further exceptions, if any, as may then be deemed necessary.
 - (b) Expenses of administration and claims against the estate of Edward Eugene Hale, Sr., deceased.
 - (c) Federal and Illinois Estate Taxes, which may be charged against said estate.
 - (d) Statutory rights, powers and duties of the personal representative of said decedent, if and when appointed.

