

CENTRAL ILLINOIS TITLE COMPANY

145 South Water Street

Decatur, Illinois 62523

Telephone (217) 422-1719

Fax (217) 422-2919

Agent for

Attorneys' Title Guaranty Fund, Inc.

Chicago Title Insurance Company

Fidelity National Title Insurance Company

STATEMENT

Title Insurance File No. CT: **4297**

To: Jeb Howell

Ordered By: Auction Management Corporation Email: jeb@amcbid.com

Date: September 23, 2019

File Name: CT: Timbrook to Come
 615 W. Prairie Ave.
 Decatur, IL 62522
 Macon County

Seller's Charges:

Initial Lien Search	\$ 200.00
Title Insurance (\$To Come)	\$To Come
State Policy Fee for Owner's Policy	\$ 3.00
Preparation of Deed and Real Estate Transfer Declaration	<u>\$ 85.00</u>
Seller's Total Due	\$ 288.00

Buyer's Charges:

Later Date Search	<u>\$ 100.00</u>
Buyer's Total Due	\$ 100.00
TITLEWORK TOTAL:	\$ 388.00

Effective January 1, 2011, a new Illinois State Law goes into effect to provide consumer protection. On all transactions, under Two Million Dollars, that we close and issue title policies, our Underwriter will be required to issue the Closing Protection Letter (CPL). We will no longer be charging to issue this CPL. The charges that will be collected and sent to our Underwriter will be:

Seller's CPL \$50.00

Buyer's CPL \$25.00



CHICAGO TITLE
INSURANCE COMPANY

**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.

Countersigned

Central Illinois Title Company

By: *Faig Mihail/SJS*
Authorized Signature

CHICAGO TITLE INSURANCE COMPANY

By:

Robert R. P... L
ATTEST President

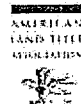
[Signature]
Secretary

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.

72C165B

ALTA Commitment for Title Insurance 8-1-16

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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.

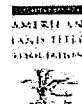
4. COMPANY'S RIGHT TO AMEND

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.

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72C165D

ALTA Commitment for Title Insurance 8-1-16 (MA ME NH RI VT)





5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (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.

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ALTA Commitment for Title Insurance 8-1-16 (MA ME NH RI VT)





CHICAGO TITLE
INSURANCE COMPANY

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

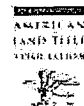
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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ALTA Commitment for Title Insurance 8-1-16 (MA ME NH RI VT)

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COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company**SCHEDULE B, 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 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. 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.

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SCHEDULE B, PART II 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:

Standard Exceptions

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or 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; and
5. Taxes or special assessments that are not shown as existing liens by the Public Records.
6. We should be furnished with a properly executed ALTA statement, and unless the land insured is a condominium unit, a survey, if available, or an Affidavit in Lieu of Survey. 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, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

Special Exceptions

8. **Taxes for the year 2019 and thereafter.**

**First Installment 2018 taxes in the amount of \$1,381.40 has been paid.
Second Installment 2018 taxes in the amount of \$1,381.40 has been paid.
Taxes for the year 2109 are not yet due or payable.**

Permanent Index No. 04-12-15-179-018

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9. Mortgage dated June 22, 2004, and recorded June 23, 2004, in Book 3503, on Page 840, as Document No. 1660930, made by M & N Properties, LLC to First Mid-Illinois Bank & Trust, N.A., to secure an indebtedness in the principal amount of \$180,000.00 with interest as therein specified and subject to covenants, agreements and conditions as therein contained.

Note: Modification Agreement by and between First Mid-Illinois Bank & Trust, N.A., Lender and M & N Properties, LLC, Borrower as shown by instrument dated June 29, 2012, and recorded July 27, 2012, in Book 4235 on Page 41 as Document No. 1838419.

Note: Modification Agreement by and between First Mid-Illinois Bank & Trust, N.A., Lender and M & N Properties, LLC, Borrower as shown by instrument dated June 29, 2017, and recorded July 12, 2017, in Book 4572 on Page 734 as Document No. 1921366.

10. Terms and conditions of a Memorandum of Agreement by and between Dennis E. Minks of M & N Properties LLC, as Contract Seller, and Michael W. Timbrook, as Contract Buyer, dated July 27, 2010 and recorded May 2, 2014 in Book 4366 on Page 863 as Document No. 1870940.
11. Deed from M & N Properties LLC to Michael W. Timbrook needs to be recorded prior to the sale of this property from Michael W. Timbrook.
12. Lease Agreement by and between Ruth Rosan and Maye Midkiff dated February 17, 1973 and recorded February 22, 1973 in Book 1764 on Page 37 as Document No. 932568.
13. A statement that no property manager has been contracted or employed to manage the land or the improvements thereon, or a final lien waiver from any such manager, should be furnished to the Company at the time of closing. Absent such statement or waiver, the policy to be issued pursuant to this commitment will be subject to the following:
- Any lien, or right to a lien, in favor of any property manager established pursuant to the provisions of the Illinois Mechanic's Lien Act.
14. Existing unrecorded leases and tenancies and all rights thereunder of the lessees and tenants and of any person claiming by, through or under the lessees.
15. The search for this Commitment/Policy only covers Uniform Commercial Code filings made in the County Recorder's Office. No examination has been made of the Secretary of State's filings which may affect the property in question.

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16. No buyer or buyers have been disclosed. This Commitment is subject to such further exceptions, if any, as may be deemed necessary when such parties are identified.

NOTE: This Commitment is subject to such further exceptions, if any, which may be disclosed after a name search has been made for judgments and other matters against all parties disclosed.

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**CENTRAL ILLINOIS TITLE COMPANY
PRIVACY POLICY NOTICE**

We collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as your name, address, telephone number, or social security number;

- Information about your transactions with us, our affiliates, or others. We receive this information from your lender, attorney, real estate broker, etc; and

- Information from public records.

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide the products or services requested by you or your lender.

We maintain physical, electronic, and procedural safeguards that comply with appropriate federal and state regulations.