



CHICAGO TITLE INSURANCE COMPANY

ALTA 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 (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.

ATA NATIONAL TITLE GROUP, LLC

BY: DAVID WALKER
AUTHORIZED SIGNATORY

CHICAGO TITLE INSURANCE COMPANY



By:

President

Attest:

Secretary

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ALTA® COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

Issued by
Chicago Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: ATA National Title Group, LLC
Issuing Office: 175 E. Hawthorn Pkwy., Suite 135
Vernon Hills, IL 60061
Ph:(847) 281-9332 Fax:(847) 281-9334
ALTA® Universal ID: 1033513
Issuing Office File Number: 21799026-IL
Property Address: 4113 Credence Ave., Zion, IL 60099, 4100 Grace Ave, Zion, IL 60099, 4102 Grace Ave, Zion, IL 60099,
4104 Grace Ave., Zion, IL 60099, 4106 Grace Ave, Zion, IL 60099, 4108 Grace Ave., Zion, IL 60099,
4110 Grace Ave., Zion, IL 60099, 4112 Grace Ave, Zion, IL 60099, 4114 Grace Ave., Zion, IL 60099,
4116 Grace Ave, Zion, IL 60099, 4118 Grace Ave., Zion, IL 60099, 4115 Grace Ave., Zion, IL 60099,
4105 Grace Ave., Zion, IL 60099, 4103 Grace Ave., Zion, IL 60099, 4112 Credence Dr, Zion, IL 60099,
4102 Cypress Dr, Zion, IL 60099, 4104 Cypress Dr., Zion, IL 60099, 4117 Grace Ave., Zion, IL 60099

Revision Number:

1. Commitment Date: July 13, 2021
2. Policy to be issued: Proposed Policy Amount
 - (a) ALTA® OWNERS POLICY WITH STANDARD EXCEPTIONS **\$10,000.00**
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested**
 - (b) ALTA® LOAN POLICY WITH STANDARD EXCEPTIONS **\$10,000.00**
Proposed Insured: **Lender with a contractual obligation under a loan agreement with the Proposed Insured for an Owners Policy**
3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.
4. The Title is, at Commitment Date, vested in:
REO Funding Solutions V, LLC, a Georgia limited liability company
5. The land referred to in this commitment is situated in the County of Lake, State of Illinois, as follows:
SEE EXHIBIT A

ATA National Title Group, LLC

By: David Walker
AUTHORIZED SIGNATORY

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Exhibit "A"

The land referred to in this commitment is described as follows: County of Lake, State of Illinois

LOTS 41, 44-57 AND 59-61, ALL INCLUSIVE, IN CYPRESS PARK, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 19, LYING EAST OF THE EAST LINE OF KENOSHA ROAD (EXCEPT THE NORTH 737.50 FEET, MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF) TOGETHER WITH THE NORTH 462.50 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, AND THE EAST 157.50 FEET OF THE NORTH 462.50 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOGETHER WITH THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20 AND THE NORTH 33 FEET OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP 46 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON FEBRUARY 9, 2006 AS DOCUMENT NO. 5944150, IN LAKE COUNTY, ILLINOIS.

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SCHEDULE B, PART I
REQUIREMENTS

All of the following Requirements must be met:

1. Instruments necessary to create the estate or interest to be insured must be executed by, delivered and duly filed for record.
2. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements or exceptions relating to the interest or the loan.
3. Pay the agreed amounts for the Title and/or the mortgage to be insured.
4. Pay us the premiums, fees and charges for the policy.
5. General taxes for the year(s) 2nd installment 2020, 2021 and subsequent years which are not yet due or payable.

Permanent Index Number: 04-19-405-003
(Affects Lot 41)

First Installment of 2020 taxes in the amount of \$183.35 has been paid.

Second Installment of 2020 taxes in the amount of \$183.35 has not been paid. Due 09/07/2021

Permanent Index Number: 04-19-404-006
(Affects Lot 44)

First Installment of 2020 taxes in the amount of \$167.49 has been paid.

Second Installment of 2020 taxes in the amount of \$167.49 has not been paid. Due 09/07/2021

Permanent Index Number: 04-19-404-005
(Affects Lot 45)

First Installment of 2020 taxes in the amount of \$160.25 has been paid.

Second Installment of 2020 taxes in the amount of \$160.25 has not been paid. Due 09/07/2021

Permanent Index Number: 04-19-404-004
(Affects Lot 46)

First Installment of 2020 taxes in the amount of \$159.82 has been paid.

Second Installment of 2020 taxes in the amount of \$159.82 has not been paid. Due 09/07/2021

Permanent Index Number: 04-19-404-003
(Affects Lot 47)

First Installment of 2020 taxes in the amount of \$160.10 has been paid.

Second Installment of 2020 taxes in the amount of \$160.10 has not been paid. Due 09/07/2021

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**Permanent Index Number: 04-19-404-002
(Affects Lot 48)**

First Installment of 2020 taxes in the amount of \$167.49 has been paid.

Second Installment of 2020 taxes in the amount of \$167.49 has not been paid. Due 09/07/2021

**Permanent Index Number: 04-19-404-001
(Affects Lot 49)**

First Installment of 2020 taxes in the amount of \$222.10 has been paid.

Second Installment of 2020 taxes in the amount of \$222.10 has not been paid. Due 09/07/2021

**Permanent Index Number: 04-19-404-007
(Affects Lot 50)**

First Installment of 2020 taxes in the amount of \$162.59 has been paid.

Second Installment of 2020 taxes in the amount of \$162.59 has not been paid. Due 09/07/2021

**Permanent Index Number: 04-19-404-008
(Affects Lot 51)**

First Installment of 2020 taxes in the amount of \$158.19 has been paid.

Second Installment of 2020 taxes in the amount of \$158.19 has not been paid. Due 09/07/2021

**Permanent Index Number: 04-19-404-009
(Affects Lot 52)**

First Installment of 2020 taxes in the amount of \$195.22 has been paid.

Second Installment of 2020 taxes in the amount of \$195.22 has not been paid. Due 09/07/2021

**Permanent Index Number: 04-19-404-011
(Affects Lot 53)**

First Installment of 2020 taxes in the amount of \$170.35 has been paid.

Second Installment of 2020 taxes in the amount of \$170.35 has not been paid. Due 09/07/2021

**Permanent Index Number: 04-19-408-001
(Affects Lot 54)**

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First Installment of 2020 taxes in the amount of \$211.23 has been paid.

Second Installment of 2020 taxes in the amount of \$211.23 has not been paid. Due 09/07/2021

**Permanent Index Number: 04-19-408-002
(Affects Lot 55)**

First Installment of 2020 taxes in the amount of \$160.74 has been paid.

Second Installment of 2020 taxes in the amount of \$160.74 has not been paid. Due 09/07/2021

**Permanent Index Number: 04-19-408-003
(Affects Lot 56)**

First Installment of 2020 taxes in the amount of \$160.74 has been paid.

Second Installment of 2020 taxes in the amount of \$160.74 has not been paid. Due 09/07/2021

**Permanent Index Number: 04-19-408-004
(Affects Lot 57)**

First Installment of 2020 taxes in the amount of \$214.28 has been paid.

Second Installment of 2020 taxes in the amount of \$214.28 has not been paid. Due 09/07/2021

**Permanent Index Number: 04-19-408-007
(Affects Lot 59)**

First Installment of 2020 taxes in the amount of \$160.74 has been paid.

Second Installment of 2020 taxes in the amount of \$160.74 has not been paid. Due 09/07/2021

**Permanent Index Number: 04-19-408-006
(Affects Lot 60)**

First Installment of 2020 taxes in the amount of \$160.74 has been paid.

Second Installment of 2020 taxes in the amount of \$160.74 has not been paid. Due 09/07/2021

**Permanent Index Number: 04-19-408-005
(Affects Lot 61)**

First Installment of 2020 taxes in the amount of \$214.28 has been paid.

Second Installment of 2020 taxes in the amount of \$214.28 has not been paid. Due 09/07/2021

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6. Our Search of the property in question did not reveal an Open Mortgage. If there is an unrecorded mortgage to be paid at closing, we must be furnished with a payoff statement from the current lender. This Commitment remains subject to additional exceptions as the Company may deem necessary.
7. Upon any conveyance or Mortgage of the Land, a statement from the secretary of the board of managers of the townhome, homeowners, or other association, that there are no unpaid assessment liens existing by reason of the nonpayment of assessments should be furnished.

Note: The statement should cover the recording date of the Mortgage or, if title is to be conveyed, the recording date of the deed, whichever date is later.

8. The Operating Agreement for REO Funding Solutions V. LLC, a Limited Liability Company, together with all amendments thereto, should be furnished and this commitment is subject to such further exceptions, if any, as may then be deemed necessary.
9. Waiver of lien or right to a lien for services provided by a property management agent in accordance with the provisions of the Mechanic's Lien Act.
10. Waiver of lien or right to a lien for services provided by a commercial real estate broker in accordance with the provisions of the Commercial Real Estate Broker Lien Act.
11. It appears that the land described herein lies within the municipal boundaries of Zion. Please contact the municipality for any requirements which must be complied with prior to closing.
12. For any special service areas and/or sanitary districts referenced below as a Schedule B Exception, a full payment letter must be presented in conjunction with any deed to be recorded.
13. If applicable, the spouse or civil union partner of the party (parties) in title should join in any conveyance for the purpose of releasing homestead interest.
14. 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.
15. 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.
16. 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.
17. 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

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Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

18. We should be provided with our standard form of indemnity (GAP Indemnity) for defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date but prior to the date of recording of the instruments under which the Proposed Insured acquires the estate or interest or mortgage covered by this commitment. Note: Due to office closures related to Covid-19 we may be temporarily unable to record documents in the normal course of business.

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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:

1. Rights or claims of parties in possession not shown by the Public Records.
- 2.. Any facts, rights, interests or claims not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof of the Land.
3. Easements, claim of easements or encumbrances that are not shown in the Public Records and existing water, mineral, oil and exploration rights.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien or right to lien for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the effective date. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage.
7. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective 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.
8. General taxes for the year(s) 2nd installment 2020, 2021 and subsequent years which are not yet due or payable.

Permanent Index Number: 04-19-405-003
(Affects Lot 41)

First Installment of 2020 taxes in the amount of \$183.35 has been paid.

Second Installment of 2020 taxes in the amount of \$183.35 has not been paid. Due 09/07/2021

Permanent Index Number: 04-19-404-006
(Affects Lot 44)

First Installment of 2020 taxes in the amount of \$167.49 has been paid.

Second Installment of 2020 taxes in the amount of \$167.49 has not been paid. Due 09/07/2021

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**Permanent Index Number: 04-19-404-005
(Affects Lot 45)**

First Installment of 2020 taxes in the amount of \$160.25 has been paid.

Second Installment of 2020 taxes in the amount of \$160.25 has not been paid. Due 09/07/2021

**Permanent Index Number: 04-19-404-004
(Affects Lot 46)**

First Installment of 2020 taxes in the amount of \$159.82 has been paid.

Second Installment of 2020 taxes in the amount of \$159.82 has not been paid. Due 09/07/2021

**Permanent Index Number: 04-19-404-003
(Affects Lot 47)**

First Installment of 2020 taxes in the amount of \$160.10 has been paid.

Second Installment of 2020 taxes in the amount of \$160.10 has not been paid. Due 09/07/2021

**Permanent Index Number: 04-19-404-002
(Affects Lot 48)**

First Installment of 2020 taxes in the amount of \$167.49 has been paid.

Second Installment of 2020 taxes in the amount of \$167.49 has not been paid. Due 09/07/2021

**Permanent Index Number: 04-19-404-001
(Affects Lot 49)**

First Installment of 2020 taxes in the amount of \$222.10 has been paid.

Second Installment of 2020 taxes in the amount of \$222.10 has not been paid. Due 09/07/2021

**Permanent Index Number: 04-19-404-007
(Affects Lot 50)**

First Installment of 2020 taxes in the amount of \$162.59 has been paid.

Second Installment of 2020 taxes in the amount of \$162.59 has not been paid. Due 09/07/2021

**Permanent Index Number: 04-19-404-008
(Affects Lot 51)**

First Installment of 2020 taxes in the amount of \$158.19 has been paid.

Second Installment of 2020 taxes in the amount of \$158.19 has not been paid. Due 09/07/2021

**Permanent Index Number: 04-19-404-009
(Affects Lot 52)**

First Installment of 2020 taxes in the amount of \$195.22 has been paid.

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Second Installment of 2020 taxes in the amount of \$195.22 has not been paid. Due 09/07/2021

Permanent Index Number: 04-19-404-011
(Affects Lot 53)

First Installment of 2020 taxes in the amount of \$170.35 has been paid.

Second Installment of 2020 taxes in the amount of \$170.35 has not been paid. Due 09/07/2021

Permanent Index Number: 04-19-408-001
(Affects Lot 54)

First Installment of 2020 taxes in the amount of \$211.23 has been paid.

Second Installment of 2020 taxes in the amount of \$211.23 has not been paid. Due 09/07/2021

Permanent Index Number: 04-19-408-002
(Affects Lot 55)

First Installment of 2020 taxes in the amount of \$160.74 has been paid.

Second Installment of 2020 taxes in the amount of \$160.74 has not been paid. Due 09/07/2021

Permanent Index Number: 04-19-408-003
(Affects Lot 56)

First Installment of 2020 taxes in the amount of \$160.74 has been paid.

Second Installment of 2020 taxes in the amount of \$160.74 has not been paid. Due 09/07/2021

Permanent Index Number: 04-19-408-004
(Affects Lot 57)

First Installment of 2020 taxes in the amount of \$214.28 has been paid.

Second Installment of 2020 taxes in the amount of \$214.28 has not been paid. Due 09/07/2021

Permanent Index Number: 04-19-408-007
(Affects Lot 59)

First Installment of 2020 taxes in the amount of \$160.74 has been paid.

Second Installment of 2020 taxes in the amount of \$160.74 has not been paid. Due 09/07/2021

Permanent Index Number: 04-19-408-006
(Affects Lot 60)

First Installment of 2020 taxes in the amount of \$160.74 has been paid.

Second Installment of 2020 taxes in the amount of \$160.74 has not been paid. Due 09/07/2021

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**Permanent Index Number: 04-19-408-005
(Affects Lot 61)**

First Installment of 2020 taxes in the amount of \$214.28 has been paid.

Second Installment of 2020 taxes in the amount of \$214.28 has not been paid. Due 09/07/2021

9. Covenants and restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said Covenant (A) is exempt under Chapter 42, Section 3607 of the United States Code or (B) relates to handicap but does not discriminate against Handicapped Persons), relating in part to Association, assessments and Lien Therefor, contained in the document recorded July 2006 as Document No. [6035266](#), and any amendments or assignment thereto, which does not contain a reversionary or forfeiture clause.
10. Setback line, as referenced on the Plat of Cypress Park recorded as Document No. [5944150](#), as follows:
- 30 feet along the West Line of Lot 41;
 - 30 feet along the South Line of Lot 44;
 - 25 feet along the South Line of Lots 45 and 46;
 - 27.5 feet along the Southerly line of Lot 47;
 - 25 feet along the Southeasterly curved line of Lot 48;
 - 30 feet along the Southeasterly curved line of Lot 49;
 - 35 feet along the Southeasterly curved line of Lot 50;
 - 27.5 feet along the Southeasterly curved line of Lot 51;
 - 35 feet along the East Line of Lot 52;
 - 30 feet along the East line and 25 feet along the sly curved line of Lot 53;
 - 27.5 feet along the West Line and 30 feet along the North Line of Lot 54;
 - 25 feet along the North Line of Lot 55;
 - 27.5 feet along the North Line of Lot 56;
 - 30 feet along the North line and 27.5 feet along the East Line of Lot 57;
 - 27.5 feet along the South Line of Lot 59;
 - 25.0 feet along the South Line of Lot 60;
 - 30 feet along the South line and 25 feet along the West Line of Lot 61;
11. Public utility and drainage easements and the easement provisions and grantees as referenced and set forth on the Plat of Cypress Park, aforesaid, as follows:
- 15 feet along the East line, 10 feet along the West Line and 5 feet along the North and South lines of Lot 41
 - 20 feet along the North line, 10 feet along the East and South lines and 5 feet along the West Line of Lot 44
 - 20 feet along the North line, 10 feet along the South line and 5 feet along the East and West Lines of Lot 45, 46 and 47
 - 20 feet along the North line, 10 feet along the Southeasterly curved line and 5 feet along the Westerly and East lines of Lot 48
 - 20 feet along the North and West lines, 10 feet along the Southeasterly curved line, and 5 feet along the Easterly and Southwesterly lines of Lot 49
 - 20 feet along the West Line, 10 feet along the Southeasterly curved line, and 5 feet along the Northeasterly and Southwesterly lines of Lot 50
 - 20 feet along the West Line, 10 feet along the Easterly curved line and 5 feet along the Northeasterly and Southwesterly lines of Lot 51
 - 20 feet along the West Line and along a Westerly portion of the Southerly line, 10 feet along the East line, and 5 feet along the Northeasterly line and along the remainder of the Southerly line of Lot 52 (see Plat for further particulars)
 - 20 feet along the West Line, 10 feet along the Southwesterly curved and East lines, and 5 feet along the North Line

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of Lot 53

10 feet along the North, Northwesterly curved, West and South lines and 5 feet along the East Line of Lot 54

10 feet along the North and South lines and 5 feet along the East and West lines of Lots 55 and 56

10 feet along the North and East lines and 5 feet along the West Line of Lot 57

10 feet along the North and South lines and 5 feet along the East and West lines of Lots 59 and 60

10 feet along the North, South and West Lines and 5 feet along the East Line of Lot 61

12. Easement for stormwater management as referenced and set forth on the Plat of Cypress Park, aforesaid, as follows:

15 feet along the North Line of Lots 44 through 49, inclusive

10 feet along the South Line of Lot 57

13. Note referenced on and set forth on the Plat of Cypress Park, aforesaid, as follows:

Direct access to Kenosha Road (County Highway No. 53) from Lots 49, 50, 51, 52, 62 and Outlot "A" is hereby prohibited.

14. Note for information: The Plat of Cypress Park, aforesaid, includes a certification by the surveyor that the Land is not located within a special flood area as identified by the Federal Emergency Management Agency.
15. Terms, covenants and conditions contained in the settlement order filed April 14, 1999 in case 98MR276, (and recorded April 29, 1999 as document [4346144](#)), which provides among other things that the property is disconnected from the Village of Beach Park, Illinois, and legally annexed to the City of Zion, Illinois, effective April 15, 1986.
16. Terms, provisions and conditions contained in the Recapture Agreement made by and between DPH Zion, LLC and Deer Point Homes Development Corporation, and the City of Zion, an Illinois Municipal Corporation, dated September 10, 2003 and recorded March 9, 2004 as document number [5513878](#), as amended by instrument recorded June 2, 2005 as document [5791788](#).
17. Terms, provisions and conditions contained in the Sewer Service Agreement made by and between the North Shore Sanitary District ("District") and Thunderhawk Properties, Inc. ("Owner") for the installation and connection of a sanitary sewer from the Land herein to the district's sanitary sewer system, dated July 14, 2004 and recorded July 21, 2004 as document number [5605157](#).
18. Terms, provisions and conditions contained in First Amendment to Development Agreement recorded April 18, 2006 as document [5979323](#), by and among the City of Zion, an Illinois Municipal Corporation, and Pulte Home Corporation, a Michigan Corporation, amending that certain Thunderhawk Estates P.U.D. Development Agreement dated December 6, 2005, affecting property, a portion of which, Pulte acquired title to, and the remainder of which, Pulte is contract purchaser of.
19. Existing unrecorded leases and all rights thereunder of the lessees and any person claiming by, through and under the lessees.
20. The property may be within the boundaries of the North Shore Water Reclamation District and may be subject to the provisions of a certain Ordinance recorded as document number [2501179](#), and as amended from time to time, and Ordinance recorded as document number [7553576](#) and any amendments thereto, imposing charges for use and connection thereto and providing said charges are liens against the subject land until paid.
21. 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.

This page is only 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 countersignature by the Company or its issuing agent that may be in electronic form.

NOTE: The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction.

NOTE: All of the terms, conditions, and provisions contained in the ALTA 2016 Commitment jacket are incorporated therein, and that same is available upon request.

END OF SCHEDULE B

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 countersignature 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:

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- (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.
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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PRIVACY POLICY NOTICE

ATA National Title Group, LLC and its family of affiliated companies, respect the privacy of our customers' personal information. This Notice explains the ways in which we may collect and use personal information under the ATA National Title Group, LLC Privacy Policy.

ATA National Title Group, LLC as an agent for Chicago Title Insurance Company provides title insurance products and other settlement and escrow services to customers. The ATA National Title Group, LLC Privacy Policy applies to all ATA National Title Group, LLC customers, former customers and applicants.

What kinds of information we collect: Depending on the services you use, the types of information we may collect from you, your lender, attorney, real estate broker, public records or from other sources include:

- information from forms and applications for services, such as your name, address and telephone number
- information about your transaction, including information about the real property you bought, sold or financed such as address, cost, existing liens, easements, other title information and deeds
- with closing, escrow, settlement or mortgage lending services or mortgage loan servicing, we may also collect your social security number as well as information from third parties including property appraisals, credit reports, loan applications, land surveys, real estate tax information, escrow account balances, and sometimes bank account numbers or credit card account numbers to facilitate the transaction, and
- information about your transactions and experiences as a customer of ours or our affiliated companies, such as products or services purchased and payments made.

How we use and disclose this information: We use your information to provide you with the services, products and insurance that you, your lender, attorney, or real estate brokers have requested. We disclose information to our affiliates and unrelated companies as needed to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, to provide information to government and law enforcement agencies and as otherwise permitted by law. As required to facilitate a transaction, our title affiliates record documents that are part of your transaction in the public records as a legal requirement for real property notice purposes.

We do not share any nonpublic personal information we collect from you with unrelated companies for their own use.

We do not share any information regarding your transaction that we obtain from third parties (including credit report information) except as needed to enable your transaction as permitted by law.

We may also disclose your name, address and property information to other companies who perform marketing services such as letter production and mailing on our behalf, or to other financial service companies (such as insurance companies, banks, mortgage brokers, credit companies) with whom we have joint marketing arrangements.

How we protect your information: We maintain administrative, physical, electronic and procedural safeguards to guard your nonpublic personal information. We reinforce our privacy policy with our employees and our contractors. Joint marketers and third parties service providers who have access to nonpublic personal information to provide marketing or services on our behalf are required by contract to follow appropriate standards of security and confidentiality.

If you have any questions about this privacy statement or our practices at ATA National Title Group, LLC, please write us at: **ATA National Title Group, LLC c/o 31440 Northwestern Highway, Ste. 100, Farmington Hills, Michigan 48334. Attn: Legal Resources.**

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective April 9, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Effective April 9, 2020

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Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer