



# 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 EXTRACTIONAL 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.

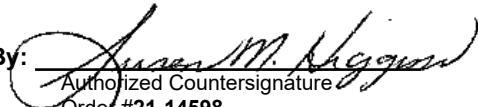
### COMMITMENT TO ISSUE POLICY

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.

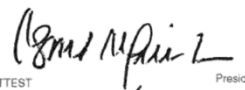

Agency Office

**WESTERN ILLINOIS TITLE COMPANY**  
126 West Exchange Street  
PO Box 179  
Cambridge, IL 61238

By:   
Authorized Countersignature  
Order #21-14598

CHICAGO TITLE INSURANCE COMPANY

By:

  
ATTEST President  
  
Secretary

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**72C276B**

**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; and
- (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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**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.

**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**

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## CHICAGO TITLE INSURANCE COMPANY

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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CHICAGO TITLE INSURANCE COMPANY

**Transaction Identification Data for reference only:**

Issuing Agent: WESTERN ILLINOIS TITLE COMPANY  
Issuing Office: 126 West Exchange Street, PO Box 179, Cambridge, IL 61238  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number:  
Issuing Office File Number: 21-14598  
Revision Number:

**SCHEDULE A**

1. Commitment Date: **August 20, 2021 at 4:30 pm**
2. Policy to be issued:
  - (a) 2006 ALTA® Owners Policy  
Proposed Insured: **To Be Determined at Auction**  
Proposed Policy Amount: **\$100,000.00**
  - (b) 2006 ALTA® Loan Policy  
Proposed Insured: **TBD**  
Proposed Policy Amount: \$ *tbd*
3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**.
4. The Title is, at the Commitment Date, vested in:

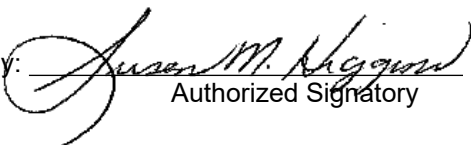
**Estate of Marietta I. Hultgren, deceased**

5. The Land is described as follows:

**See continuation of Schedule A for Legal Description**

Countersigned:

WESTERN ILLINOIS TITLE COMPANY

By:   
Authorized Signatory

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**SCHEDULE A  
(Continued)**

**DESCRIPTION FOR 90.11 ACRE TRACT  
(Tract 3 – West Tract of East Place)**

A part of the Southwest Quarter of Section Thirty-one (31) in Munson Township, Township Sixteen (16) North, Range Three (3) East of the Fourth Principal Meridian, Henry County, Illinois, more particularly bounded and described as follows and bearings are for the purpose of description only: Commencing at an iron rod at the Southwest Corner of the Southwest Quarter of said Section 31; Thence S 89°54'13" E, along the South line of said Southwest Quarter, a distance of 630.22 feet to the Place of Beginning for the tract to be described; Thence N 04°31'24" W, along the center of a township road, a distance of 1397.80 feet; Thence N 01°38'40" W, along said centerline, a distance of 879.48 feet; Thence N 89°58'01" E, along an existing property line, a distance of 1785.08 feet to the East line of said Southwest Quarter; Thence S 00°16'32" W, a distance of 1764.38 feet to an iron rod; thence S 00°02'57" E, a distance of 512.00 feet to the South line of said Southwest Quarter; thence N 89°54'13" W, along said South line, a distance of 1641.56 feet to the Place of Beginning and containing **90.11 acres**, more or less; as shown on the Plat of Survey thereof prepared by Wallace Land Surveying Co., Ltd. last revised on October 4, 2021 for Job No. 21147-001, and therein identified as TRACT 3;

PARCEL ID: (part of) 13-31-300-002

PROPERTY ADDRESS: 12382 North 1200 Avenue, Cambridge, IL 61238

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**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. NOTE: 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.
5. The Company should be provided a statement from the borrower(s) relative to any mortgage shown on Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or post postponed payments or other restructuring of the debt secured by the mortgage.
6. 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.
  - a. **Deed conveying the subject property set forth under Schedule A.**
  - b. **Mortgage to be properly executed by To Be Determined at Auction in favor of TBD, to secure the proposed loan in the amount of \$ tbd .**

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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. 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. **PARCEL ID: 13-31-300-002\* (\*Property in question and other land)**  
**Taxes for the year 2021 and subsequent years, a lien not yet due and payable.**  
Taxes for the 1<sup>st</sup> installment of the year 2020 are paid in the amount of \$4,187.96.  
Taxes for the 2<sup>nd</sup> installment of the year 2020 are paid in the amount of \$4,187.96.
3. Any existing, unrecorded leases, if any, and rights of parties in possession under such unrecorded leases.
4. Any claim that the Title is subject to a trust or lien created under the Perishable Agricultural Commodities Act (7 U.S.C. § 499a, et seq.), the Packers and Stockyards Act (7 U.S.C. § 181, et seq.) or under similar federal or state laws.

(NOTE: a form known as the "Affidavit and Indemnity Regarding Perishable Agricultural Commodities Act and Packers and Stockyard Act Statutory Trust" must be completed. See attached document).

5. The acreage stated in the legal description is for descriptive purposes only. Nothing in this commitment or policy when issued should be construed as insuring against loss or damage due to the inaccuracy or discrepancy in the quantity of land so described
6. Matters arising by reason by the estate of Marietta I. Hultgren, deceased.  
Proceedings in case number 2021P23 Circuit Court of Henry County.  
Rights of David R. Hultgren, appointed Executor in said estate.  
Claims allowed or which may be allowed against the said estate.

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**SCHEDULE B, PART II  
(Continued)**

Federal Estate Tax, which may be charged against said estate.

Illinois Estate Tax, which may be charged against said estate.

Notice of Probate is not recorded.

Deed to recite court authorization, case number and actual consideration.

7. Right of Way Easement created by grant thereof to Illinois Power Company by instrument recorded 9/16/46, in Book 488, at Page 412.
8. Right of Way Easement created by grant thereof to Illinois Valley Electric Co. by instrument recorded 8/26/40, in Book 431, at Page 377.
9. Confirmed special assessments, if any, constructive notice of which is not imparted by the records of the Recorder of Deeds.
10. NOTE: Drainage assessments, drainage taxes, water rentals and water taxes should be considered when dealing with the land.
11. Financing Statement, if any.
12. Rights of the Public, the State of Illinois, the County, the Township and the municipality in and to that part of the premises in question taken, used or dedicated for roads or highways.
13. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.

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# CHICAGO TITLE INSURANCE COMPANY

## STATEMENT REQUIRED FOR THE ISSUANCE OF ALTA OWNERS AND LOAN POLICIES

Commitment No. 21-14598

Loan No. \_\_\_\_\_

Date \_\_\_\_\_

To the best knowledge and belief of the undersigned, the following is hereby certified with respect to the land described in the above commitment.

1. That, except as noted at the end of this paragraph, within the last six (6) months a) no labor, service or materials have been furnished to improve the land, or to rehabilitate, repair, refurbish, or remodel the building(s) situated on the land; b) nor have any goods, chattels, machinery, apparatus or equipment been attached to the land or building(s) thereon, as fixtures, c) nor have any contracts been let for the furnishing of labor, service, materials, machinery, apparatus or equipment which are to be completed subsequent to the date hereof, d) nor have any notices of lien been received, except the following, if any: \_\_\_\_\_
2. There are no revolving credit mortgages, line of credit mortgages, home equity loan mortgages, or other voluntary liens or mortgages affecting title, other than those shown on Schedule B of the Commitment, except the following, if any: \_\_\_\_\_
3. That all management fees, if any, are fully paid, except the following: \_\_\_\_\_
4. That there are no unrecorded security agreements, leases, financing statements, chattel mortgages or conditional sales agreements in respect to any appliances, equipment or chattels that have or are to become attached to the land or any improvements thereon as fixtures, except the following, if any: \_\_\_\_\_
5. That there are no unrecorded contracts or options to purchase the land, except the following, if any: \_\_\_\_\_
6. That there are no unrecorded leases, easements or other servitudes to which the land or building, or portions thereof, are subject, except the following, if any: \_\_\_\_\_
7. That, in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchasers or pledgee thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.
8. That, I/we am/are the purchaser(s) or mortgagor(s) of land improved with a residential dwelling not exceeding four units, and no current survey or mortgagee's inspection report has been furnished to or is available to me/us. **(Delete statement if not applicable.)**

The undersigned makes the above statement for the purpose of inducing Chicago Title Insurance Company to issue its owners or loan policy pursuant to the above commitment.

**Seller or Owner**

**Purchaser**

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

Subscribed and sworn to before me this day of .

Subscribed and sworn to before me this day of .

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

### LENDER'S DISBURSEMENT STATEMENT

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment were fully disbursed to or on the order of the mortgagor on . You are hereby authorized to date down the above commitment to cover the date of said disbursement.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signature

# Western Illinois Title Company, Inc.

204 East Main – PO Box 7  
Biggsville, Illinois 61418  
Phone: 309-627-2050  
Fax: 309-627-2741

411 East Broadway  
Monmouth, Illinois 61462  
Phone: 309-734-3582  
Fax: 309-734-2964

352 North Henderson Street  
Galesburg, Illinois 61401  
Phone: 309-342-6135  
Fax: 309-342-7955

126 W. Exchange Street – PO Box 179  
Cambridge, Illinois 61238  
Phone: 309-937-2483  
Fax: 309-937-5040

## Privacy Information

### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. Western Illinois Title Company, Inc. has also adopted broader guidelines that govern our use of personal information regardless of its source. Western Illinois Title Company, Inc. calls these guidelines its [Fair Information Values](#).

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and Western Illinois Title Company, Inc.'s Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

### Information Obtained Through Our Web Site

Western Illinois Title Company, Inc. is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit Western Illinois Title Company, Inc. or its affiliates Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. Western Illinois Title Company, Inc. uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

Western Illinois Title Company, Inc. Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of Western Illinois Title Company, Inc.'s Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### Fair Information Values

**Fairness.** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record.** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use.** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy.** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education.** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security.** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.