



STANDARD TITLE COMPANY  
A WHEATLAND TITLE 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 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 90 days\* after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Standard Title Company

By   
Authorized Signatory

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STANDARD TITLE COMPANY  
A WHEATLAND TITLE COMPANY

**Transaction Identification Data for reference only:**

<b>ORIGINATING OFFICE:</b> Standard Title Company 215 S. Schuyler Avenue Kankakee, IL 60901 Main Phone: (815) 933-5100 Email: email@standardtitle.com	<b>FOR SETTLEMENT INQUIRIES, CONTACT:</b> Standard Title Company 215 S. Schuyler Avenue Kankakee, IL 60901 Main Phone: (815) 933-5100 Email: email@standardtitle.com
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Issuing Office File Number: STC-CRE-2023IR-40628  
Property Address: Farmland, 3100 N Rd, Clifton, IL 60927

**SCHEDULE A**

1. Effective Date:
2. Policy or Policies to be issued:

<ol style="list-style-type: none"> <li>a. Owner's Policy: Proposed Insured: To Be Named</li> <li>b. Loan Policy: Proposed Insured:</li> </ol>	Proposed Policy Amount \$1,000.00
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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:  
Anna Myers, as Trustee of the Truitt Family Irrevocable Trust dated May 23, 2016
5. The Land is described as follows:  
See Exhibit A Attached

**END OF SCHEDULE A**

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7/10/2023 2:30PM  
ALTA Commitment for Title Insurance

---

### Exhibit A

The West Half of the Southeast Quarter and the East Half of the Southwest Quarter and East 5.8 acres of the West Fractional Half of the Southwest Quarter of Section 30, Township 29 North, Range 14 West of the Second Principal Meridian in Iroquois County, Illinois, EXCEPTING that part of the West Half of the Southeast Quarter of Section 30, Township 29 North, Range 14 West of the Second Principal Meridian, Iroquois County, Illinois bounded and described as follows: Beginning at the Southeast corner of said West Half of the Southeast Quarter and running; thence North along the East line of said West Half, 1288 feet; thence West, parallel with the South line of said Southeast Quarter, 384 feet; thence South, parallel with said East line, 435 feet; thence East, parallel with said South line, 324 feet; thence South, parallel with said East line 853 feet to said South line; and thence East along said South line 60 feet to the point of beginning.

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**Adopted 08-01-2016  
Technical Corrections 04-02-2018**





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ALTA Commitment for Title Insurance

---

## 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.
9. 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.

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10. Satisfy requirements for final utilities and any transfer stamps pursuant to the requirements set forth by municipality for which the subject property lies.
11. 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 past postponed payments or other restructuring of the debt secured by the mortgage.
12. Any recorded lien shown in Schedule B-2 will appear as an exception in the policy unless a sufficient release of said lien is recorded in the county where the subject premises is located.
13. We do not insure access to the mineral estate or interest insured. The Proposed Insured must notify Company if a coal or other mineral or subsurface estate search is needed.
14. We should be furnished with an affidavit concerning any lien, or right to a lien, imposed by law under the provisions of the Commercial Real Estate Broker Lien Act, and not shown in the public records, for compensation agreed upon by a broker and the broker's client or customer under the terms of a written agreement entered into for the purposes of buying, selling, leasing, or conveying an interest in the insured property.
15. We should be furnished with an affidavit concerning the rights of the property manager, if any, to a statutory lien on the insured property for its property manager's fee.
16. The Company should be furnished the following: a.) A Certification of Trust executed by the Trustee in accordance with 760 ILCS 5/8.5, together with excerpts of the Trust Agreement and amendments thereto relating to the designation of Trustees and the power of the Trustee to act in the current transaction, or b.) In the alternative, the Trustee, in his or her sole discretion, may deliver to the Company a full copy of the Trust Agreement together with all amendments thereto. The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

**END OF SCHEDULE B, Part I**

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## SCHEDULE B, PART II

### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTIONS, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXENT 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 encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. 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.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. Loss or damage by reason of there being recorded in the Public Records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.

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**SCHEDULE B, PART II, CONTINUED**

7. Taxes and assessments for the year 2022 and all subsequent years are a lien but not yet due and payable.
  
8. Tax Year: 2021  
  
Tax ID #: 03-30-300-003  
Taxes Assessed in the Name of: Hertz Farm Management, Inc.  
PO Box 500  
Nevada, IA 50201-0500  
Total Annual Tax: \$4,994.40  
First Installment Amount: \$2,497.20  
First Installment Status: Paid  
Second Installment Amount: \$2,497.20  
Second Installment Status: Paid
  
9. Intentionally Left Blank
  
10. Possible unrecorded easements for utilities and/or actual utilities and the rights of the public or quasi-public utility companies to access, improve, repair or maintain said poles, conduits, pipes, sewers, etc.
  
11. Rights of the public, the State of Illinois, the County, the Township and the Municipality in and to that part of the land, if any, taken or used for road purposes.
  
12. Rights of way for drainage ditches, tiles, feeders and laterals, if any.
  
13. Existing unrecorded leases, if any, and all rights thereof and all acts done or suffered thereunder by any lessee or by any party claiming by, through or under said lease or lessees.

**END OF SCHEDULE B, Part II**

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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.

**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;

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7/10/2023 2:30PM  
ALTA Commitment for Title Insurance

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- (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(i) through 5(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 Statement

Standard Title Company (“The Company”) respects the privacy and security of your non-public personal information (“Personal Information”) and protecting your Personal Information is one of our top priorities. This Privacy Statement explains the Company’s privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. We believe that making you aware of how we use your non-public personal information (“Personal Information”), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. The Company follows the privacy practices described in this Privacy Statement and, depending on the business performed, The Company may share information as described herein.

### Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

### Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures.

Disclosures may include, without limitation, the following:

- To insurance companies, agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;

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- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process. In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We may also disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities is to record documents in the public domain. Such documents may contain your Personal Information.

#### **Disclosure to Affiliated Companies**

We are permitted by law to share your name, address and facts about your transaction with other companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

#### **Disclosure to Nonaffiliated Third Parties**

We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

#### **Confidentiality and Security of Personal Information**

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

#### **Access to Personal Information/**

#### **Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out who your Personal Information has been disclosed to, and request correction or deletion of your Personal Information. However, the Company's current policy is to

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maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer  
Standard Title Company  
215 S. Schuyler Avenue  
Kankakee, IL 60901

**Changes to this Privacy Statement**

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. The effective date of this Privacy Statement is May 1, 2014, which indicates the last time this Privacy Statement was revised or materially changed.

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**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.

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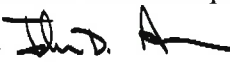
THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**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 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 90 days\* after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Standard Title Company

By   
Authorized Signatory

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STANDARD TITLE COMPANY  
A WHEATLAND TITLE COMPANY

**Transaction Identification Data for reference only:**

<p><b>ORIGINATING OFFICE:</b> Standard Title Company 215 S. Schuyler Avenue Kankakee, IL 60901 Main Phone: (815) 933-5100 Email: email@standardtitle.com</p>	<p><b>FOR SETTLEMENT INQUIRIES, CONTACT:</b> Standard Title Company 215 S. Schuyler Avenue Kankakee, IL 60901 Main Phone: (815) 933-5100 Email: email@standardtitle.com</p>
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Issuing Office File Number: STC-CRE-2023IR-40630  
Property Address: 3200 N Rd, Clifton, IL 60927

**SCHEDULE A**

1. Effective Date:
  
2. Policy or Policies to be issued:
 

	Proposed Policy Amount
a. Owner's Policy:	\$1,000.00
Proposed Insured: To Be Named	
b. Loan Policy:	
Proposed Insured:	
  
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:  
Anna Myers, as Trustee of the Truitt Family Irrevocable Trust dated May 23, 2016
  
5. The Land is described as follows:  
See Exhibit A Attached

**END OF SCHEDULE A**

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STANDARD TITLE COMPANY  
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7/10/2023 2:54PM  
ALTA Commitment for Title Insurance

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**Exhibit A**

The West Half of the Northwest Quarter, Section 29, Township 29 North, Range 14 West of the Second Principal Meridian, Iroquois County, Illinois, EXCEPTING THEREFROM, one acre of the Northwest corner thereof now used for school purposes, as described in Book 177, Page 132, in the office of the County recorder.

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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. 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.
9. 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.

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10. Satisfy requirements for final utilities and any transfer stamps pursuant to the requirements set forth by municipality for which the subject property lies.
11. 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 past postponed payments or other restructuring of the debt secured by the mortgage.
12. Any recorded lien shown in Schedule B-2 will appear as an exception in the policy unless a sufficient release of said lien is recorded in the county where the subject premises is located.
13. We do not insure access to the mineral estate or interest insured. The Proposed Insured must notify Company if a coal or other mineral or subsurface estate search is needed.
14. We should be furnished with an affidavit concerning any lien, or right to a lien, imposed by law under the provisions of the Commercial Real Estate Broker Lien Act, and not shown in the public records, for compensation agreed upon by a broker and the broker's client or customer under the terms of a written agreement entered into for the purposes of buying, selling, leasing, or conveying an interest in the insured property.
15. We should be furnished with an affidavit concerning the rights of the property manager, if any, to a statutory lien on the insured property for its property manager's fee.
16. The Company should be furnished the following: a.) A Certification of Trust executed by the Trustee in accordance with 760 ILCS 5/8.5, together with excerpts of the Trust Agreement and amendments thereto relating to the designation of Trustees and the power of the Trustee to act in the current transaction, or b.) In the alternative, the Trustee, in his or her sole discretion, may deliver to the Company a full copy of the Trust Agreement together with all amendments thereto. The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

**END OF SCHEDULE B, Part I**

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## SCHEDULE B, PART II

### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTIONS, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXENT 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 encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. 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.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. Loss or damage by reason of there being recorded in the Public Records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.

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**SCHEDULE B, PART II, CONTINUED**

7. Taxes and assessments for the year 2022 and all subsequent years are a lien but not yet due and payable.
  
8. Tax Year: 2021  
  
Tax ID #: 03-29-100-002 (pt)  
Taxes Assessed in the Name of: Mary Ellen Tomesetti, Trustee  
c/o Hertz Farm Management, Inc. PO Box 500  
Nevada, IA 50201  
Total Annual Tax: \$3,520.00  
First Installment Amount: \$1,760.00  
First Installment Status: Paid  
Second Installment Amount: \$1,760.00  
Second Installment Status: Paid
  
9. Intentionally Left Blank
  
10. Possible unrecorded easements for utilities and/or actual utilities and the rights of the public or quasi-public utility companies to access, improve, repair or maintain said poles, conduits, pipes, sewers, etc.
  
11. Rights of the public, the State of Illinois, the County, the Township and the Municipality in and to that part of the land, if any, taken or used for road purposes.
  
12. Rights of way for drainage ditches, tiles, feeders and laterals, if any.
  
13. Existing unrecorded leases, if any, and all rights thereof and all acts done or suffered thereunder by any lessee or by any party claiming by, through or under said lease or lessees.
  
14. Terms, powers, provisions and limitations of the Trust under which title to said land is held.

**END OF SCHEDULE B, Part II**

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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.

### 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;

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- (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(i) through 5(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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7/10/2023 2:54PM  
ALTA Commitment for Title Insurance

## Privacy Statement

Standard Title Company (“The Company”) respects the privacy and security of your non-public personal information (“Personal Information”) and protecting your Personal Information is one of our top priorities. This Privacy Statement explains the Company’s privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. We believe that making you aware of how we use your non-public personal information (“Personal Information”), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. The Company follows the privacy practices described in this Privacy Statement and, depending on the business performed, The Company may share information as described herein.

### Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

### Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures.

Disclosures may include, without limitation, the following:

- To insurance companies, agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;

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- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process. In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We may also disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities is to record documents in the public domain. Such documents may contain your Personal Information.

#### **Disclosure to Affiliated Companies**

We are permitted by law to share your name, address and facts about your transaction with other companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

#### **Disclosure to Nonaffiliated Third Parties**

We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

#### **Confidentiality and Security of Personal Information**

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

#### **Access to Personal Information/**

#### **Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out who your Personal Information has been disclosed to, and request correction or deletion of your Personal Information. However, the Company's current policy is to

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7/10/2023 2:54PM  
ALTA Commitment for Title Insurance

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maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer  
Standard Title Company  
215 S. Schuyler Avenue  
Kankakee, IL 60901

### **Changes to this Privacy Statement**

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. The effective date of this Privacy Statement is May 1, 2014, which indicates the last time this Privacy Statement was revised or materially changed.

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**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.

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**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 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 90 days\* after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Standard Title Company

By 

Authorized Signatory

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**Transaction Identification Data for reference only:**

<p><b>ORIGINATING OFFICE:</b> Standard Title Company 215 S. Schuyler Avenue Kankakee, IL 60901 Main Phone: (815) 933-5100 Email: email@standardtitle.com</p>	<p><b>FOR SETTLEMENT INQUIRIES, CONTACT:</b> Standard Title Company 215 S. Schuyler Avenue Kankakee, IL 60901 Main Phone: (815) 933-5100 Email: email@standardtitle.com</p>
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Issuing Office File Number: STC-CRE-2023IR-40629  
Property Address: 1800 N Rd, Onarga, IL 60955

**SCHEDULE A**

1. Effective Date: 9th day of June, 2023
2. Policy or Policies to be issued:
 

a. Owner's Policy:	Proposed Policy Amount
Proposed Insured: To Be Named	\$1,000.00
b. Loan Policy:	
Proposed Insured:	
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:  
Anna Myers, as Trustee of the Truitt Family Irrevocable Trust dated May 23, 2016
5. The Land is described as follows:  
See Exhibit A Attached

**END OF SCHEDULE A**

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**Exhibit A**

That part of the following described proeprty lying in the Northwest Quarter of the Northwest Quarter of Section 2:

The West Half of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter, Section 2, Township 26 North, Range 10 East of the Third Principal Meridian, Iroquois County, Illinois; EXCEPTING 3 Tracts.

Tract 1: A part of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section Two (2), Township Twenty-six (26) North, Range Ten (10) East of the Third Principal Meridian in Douglas Township, Iroquois County, Illinois, described as follows: Commencing at the Northeast corner of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of said Section Two (2); thence South 89 degrees 29 minutes 30 seconds West along the North line of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of said Section Two (2) a distance of 93.50 feet to a PK nail, said point to be known as the point of beginning. From said point of beginning; thence South 00 degrees 30 minutes 30 seconds East a distance of 273.00 feet to an iron rod; thence South 89 degrees 29 minutes 30 seconds West a distance of 378.00 feet to an iron rod; thence North 00 degrees 30 minutes 30 seconds West a distance of 273.00 feet to a PK nail on the North line of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of said Section Two (2); thence North 89 degrees 29 minutes 30 seconds East a distance of 378.00 feet to the point of beginning.

Tract 2: A part of the Northwest Quarter of the Northwest Quarter of Section 2, Township 26 North, Range 10 East of the Third Principal Meridian, in Douglas Township, Iroquois County, Illinois, described as follows: Commencing at the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 2; thence South 89 degrees 29 minutes 30 seconds West along the North line of the Northwest Quarter of the Northwest Quarter of said Section 2 a distance of 93.50 feet to a PK nail; thence South 00 degrees 30 minutes 30 seconds East a distance of 273.00 feet to an iron rod; thence South 89 degrees 29 minutes 30 seconds West a distance of 85.00 feet to an iron rod, said point to be known as the point of beginning. From said point of beginning; thence South 00 degrees 30 minutes 30 seconds East a distance of 230.00 feet to an iron rod; thence South 89 degrees 20 minutes 30 seconds West a distance of 293.00 feet to an iron rod; thence North 00 degrees 30 minutes 30 seconds West a distance of 230.00 feet to an iron rod; thence North 89 degrees 29 minutes 30 seconds East a distance of 293.00 feet to the point of beginning.

Tract 3: A part of the Northwest Quarter of the Northwest Quarter of Section 2, Township 26 North, Range 10 East of the Third Principal Meridian in Douglas Township, Iroquois County, Illinois, described as follows: Commencing at the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 2; thence South 89 degrees 29 minutes 30 seconds West along the North line of the Northwest Quarter of the Northwest Quarter of said Section 2 a distance of 93.50 feet to a PK nail; thence South 00 degrees 30 minutes 30 seconds East a

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distance of 273.0 feet to an iron rod, said point to be known as the point of beginning. From said point of beginning; thence continuing South 00 degrees 30 minutes 30 seconds East a distance of 50.00 feet to an iron rod; thence South 89 degrees 29 minutes 30 seconds West a distance of 85.00 feet to an iron rod; thence North 00 degrees 30 minutes 30 seconds West a distance of 50.00 feet to an iron rod; thence North 89 degrees 29 minutes 30 seconds East a distance of 85.00 feet to the point of beginning.

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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. 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.
9. 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.

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10. Satisfy requirements for final utilities and any transfer stamps pursuant to the requirements set forth by municipality for which the subject property lies.
11. 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 past postponed payments or other restructuring of the debt secured by the mortgage.
12. Any recorded lien shown in Schedule B-2 will appear as an exception in the policy unless a sufficient release of said lien is recorded in the county where the subject premises is located.
13. We do not insure access to the mineral estate or interest insured. The Proposed Insured must notify Company if a coal or other mineral or subsurface estate search is needed.
14. We should be furnished with an affidavit concerning any lien, or right to a lien, imposed by law under the provisions of the Commercial Real Estate Broker Lien Act, and not shown in the public records, for compensation agreed upon by a broker and the broker's client or customer under the terms of a written agreement entered into for the purposes of buying, selling, leasing, or conveying an interest in the insured property.
15. We should be furnished with an affidavit concerning the rights of the property manager, if any, to a statutory lien on the insured property for its property manager's fee.
16. The Company should be furnished the following: a.) A Certification of Trust executed by the Trustee in accordance with 760 ILCS 5/8.5, together with excerpts of the Trust Agreement and amendments thereto relating to the designation of Trustees and the power of the Trustee to act in the current transaction, or b.) In the alternative, the Trustee, in his or her sole discretion, may deliver to the Company a full copy of the Trust Agreement together with all amendments thereto. The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

**END OF SCHEDULE B, Part I**

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## SCHEDULE B, PART II

### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTIONS, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXENT 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 encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. 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.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. Loss or damage by reason of there being recorded in the Public Records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.

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**SCHEDULE B, PART II, CONTINUED**

7. Taxes and assessments for the year 2022 and all subsequent years are a lien but not yet due and payable.
8. Tax Year: 2021  
Tax ID #: 22-02-100-005 (Part)  
Taxes Assessed in the Name of: Hertz Farm Management, Inc.  
PO Box 500  
Nevada, IA 50201-0500  
Total Annual Tax: \$3,780.00  
First Installment Amount: \$1,890.00  
First Installment Status: Paid  
Second Installment Amount: \$1,890.00  
Second Installment Status: Paid  
  
Notes: Note: This tax parcel number covers more than the property in question.
9. Intentionally Left Blank
10. The Iroquois County public records do not contain an accurate legal description of the subject property. We therefore have used a brief legal description compiled from various sources. Due to this fact, we reserve the right to modify our legal description, if necessary.
11. Possible unrecorded easements for utilities and/or actual utilities and the rights of the public or quasi-public utility companies to access, improve, repair or maintain said poles, conduits, pipes, sewers, etc.
12. Rights of the public, the State of Illinois, the County, the Township and the Municipality in and to that part of the land, if any, taken or used for road purposes.
13. Rights of way for drainage ditches, tiles, feeders and laterals, if any.
14. Terms, powers, provisions and limitations of the Trust under which title to said land is held.
15. Existing unrecorded leases, if any, and all rights thereof and all acts done or suffered thereunder by any lessee or by any party claiming by, through or under said lease or lessees.

**END OF SCHEDULE B, Part II**

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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.

### 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;

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- (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(i) through 5(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 Statement

Standard Title Company (“The Company”) respects the privacy and security of your non-public personal information (“Personal Information”) and protecting your Personal Information is one of our top priorities. This Privacy Statement explains the Company’s privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. We believe that making you aware of how we use your non-public personal information (“Personal Information”), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. The Company follows the privacy practices described in this Privacy Statement and, depending on the business performed, The Company may share information as described herein.

### Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

### Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures.

Disclosures may include, without limitation, the following:

- To insurance companies, agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;

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- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process. In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We may also disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities is to record documents in the public domain. Such documents may contain your Personal Information.

**Disclosure to Affiliated Companies**

We are permitted by law to share your name, address and facts about your transaction with other companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

**Disclosure to Nonaffiliated Third Parties**

We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

**Confidentiality and Security of Personal Information**

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

**Access to Personal Information/**

**Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out who your Personal Information has been disclosed to, and request correction or deletion of your Personal Information. However, the Company's current policy is to

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STANDARD TITLE COMPANY  
A WHEATLAND TITLE COMPANY

7/7/2023 10:22AM  
ALTA Commitment for Title Insurance

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maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer  
Standard Title Company  
215 S. Schuyler Avenue  
Kankakee, IL 60901

### **Changes to this Privacy Statement**

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. The effective date of this Privacy Statement is May 1, 2014, which indicates the last time this Privacy Statement was revised or materially changed.

*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.*

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**Adopted 08-01-2016  
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