

Commitment No. 64000000477

CHAMPAIGN, ILLINOIS

COMMITMENT FOR TITLE INSURANCE

American Land Title Commitment for Title Insurance—adopted August 1, 2016

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST ATTORNEYS' TITLE GUARANTY FUND, INC., (ATG®) 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 ATG TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO ATG, WERE PERFORMED SOLELY FOR THE BENEFIT OF ATG, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

ATG'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. ATG 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, Attorneys' Title Guaranty Fund, Inc., (ATG) 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 ATG 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 six months after the Commitment Date, this Commitment terminates and ATG's liability and obligation end.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by ATG or its issuing agent that may be in electronic form.

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 ATG 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 ATG's liability and obligation end.
- 3. ATG's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A:
 - (e) Schedule B, Part I—Requirements;
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by ATG or its issuing agent that may be in electronic form.

4. ATG'S RIGHT TO AMEND

ATG may amend this Commitment at any time. If ATG 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 ATG is limited by Commitment Condition 5. ATG shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) ATG's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between ATG'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 ATG's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) ATG 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 ATG about it in writing.

- (c) ATG 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) ATG'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) ATG shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall ATG 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 ATG.
- (g) In any event, ATG'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 ATG.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and ATG's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is ATG's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not ATG's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

ATG may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that ATG 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 ATG or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at **www.alta.org/arbitration**.

ATTORNEYS' TITLE GUARANTY FUND. INC.

ATG® COMMITMENT FORM - SCHEDULE A

Transaction Identification Data for reference only:

Commitment No.:

64000000477

Issuing Agent:

JBN Title Services, Inc.

Issuing Office's

ALTA® Registry ID:

ILTA.02.0200064

Loan ID Number:

Issuing Office File No.: 23-64-477

Property Address:

LAKE WINDERMERE ROAD, TREMONT, IL 61568

Commitment Date: 08/10/2023 at 8:00 AM

PRELIMINARY DRAFT

- 2. Policy to be issued:
 - ALTA Owner's Policy

Proposed Insured: To Come

Proposed Policy Amount: \$To Come

b. ALTA Loan Policy

Proposed Insured: To Come

Proposed Policy Amount: \$To Come

The estate or interest in the Land described or referred to in this Commitment is:

Property 1: fee simple Property 2: fee simple

The Title is, at the Commitment Date, vested in:

Property 1: MARY S. GOULD, Trustee MARY S. GOULD TRUST dated July 23, 2003 as to an undivided 75% interest HANCOCK REALTY PARTNERS LLC, a North Carolina Limited Liability Company as to an undivided 25% interest

Property 2:

GOULD FAMILY TRUST dated June 30, 1994, as amended and restated October 18, 2008 as to an undivided 35.66685% interest

HANCOCK REALTY PARTNERS LLC, a North Carolina Limited Liability Company as to an undivided 35.66685% TRUST NUMBER 272 dated December 29, 1977 as to an undivided 13.237182 % interest TRUST NUMBER 495 dated December 29, 1983 as to an undivided 15.429118% interest

The Land is described as follows:

Property description set forth in Exhibit A attached hereto and made a part hereof.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by ATG or its issuing agent that may be in electronic form.

ISSUED BY JBN Title Services, Inc. 7800 N. Sommer Street Suite 425 Peoria, IL 61615 (309) 691-9650

Member No.

Signature of Member or Authorized Signatory

FOR USE IN: ALL STATES

ATG FORM 1001-16 © ATG (REV. 4/18)

ATTORNEYS' TITLE GUARANTY FUND. INC.

ATG COMMITMENT FORM - SCHEDULE B

Commitment No.: 64000000477 Commitment Date: 08/10/2023 at 8:00 AM

State Issued: IL File Name: 23-64-477

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.
- Pay the premiums, fees, and charges for the policy.
- 4. Documents satisfactory to the Company creating the estate or interest to be insured, must be properly executed, delivered and recorded, as follows:

Duly authorized and executed Deed from MARY S. GOULD, Trustee MARY S. GOULD TRUST dated July 23, 2003, HANCOCK REALTY PARTNERS LLC, a North Carolina Limited Liability Company, of TRUST NUMBER 272 dated December 29, 1977, and of TRUST NUMBER 495 dated December 29, 1983, to , to be executed and recorded at closing.

Duly au	thorized and executed Deed of Trust from , to	, securing its loan in the amount of \$
5.		(215 ILCS 155/26) we will require deposits in the amount of disbursement must be delayed until the funds are fully collected

- by our bank. (Typically 4 or 5 business days.) Please call with any questions or to request our wire instructions.
 PLEASE NOTE: Funds that are not wired, but brought to closing must be in the form of a Certified or Cashier's Check
- 7. In the event any mortgage appearing on Schedule B is a line of credit or other type of open-end account, a payoff statement containing a request by the borrower to close the account must be provided and signed at closing by the borrower. Failure to provide such a statement may prevent the payoff and release of said mortgage as a prior mortgage lien against the insured premises.
- 8. Payoff and Release of Mortgage(s) appearing on Schedule B.

payable to: JBN TITLE SERVICES, INC.

9. The present marital status of all persons shown on Schedule "A" herein must be disclosed in any subsequent deed of conveyance and/or any mortgage we are asked to insure, and their spouses, if any, must join in the execution of said instrument(s) in order to release any homestead estate.

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Member No.

Signature of Member or Authorized Signatory

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NOTE: If a marital description of "unmarried" is used, it must be disclosed if the party executing the deed of conveyance and/or mortgage is or is not a party to a Civil Union. In the absence of proper marital status description, the following exception will appear on the policy(ies) to be issued:"Homestead Rights, if any, of the spouse/partner of

Under the provisions of the Illinois Religious Freedom Protection and Civil Union Act, the parties to a Civil Union or any substantially similar legal relationship recognized by another state, are the same as those of married persons. Any reference to marital status or rights associated with marital status, shall include parties to a Civil Union or any substantially similar legal relationship recognized by another state and the rights thereunder.

10. Effective January 1, 2018 the Illinois Department of Revenue (IDOR) began utilizing a central registry for maintaining notices of tax liens filed or released that are enforced by the IDOR. The notices and releases will no longer be filed with the county recorder's offices.

In order to complete the title search for any possible judgments and liens against parties with an interest in the insured land, JBN Title Services, Inc. must be furnished with an Illinois State Lien Registry Information form (ATG Form 4235) for each seller and buyer, and this commitment is subject to such further exceptions, if any, as may then be deemed necessary.

- 11. Any Deed of Conveyance recorded on or after July 1, 2013 as part of the transaction we are asked to insure, must be accompanied by the AFFIDAVIT FOR PURPOSE OF ILLINOIS PLAT ACT REQUIREMENTS. Closing and disbursement will be subject to receipt of the fully/properly executed AFFIDAVIT FOR PURPOSE OF ILLINOIS PLAT ACT REQUIREMENTS.
- JBN TITLE SERVICES, INC. assumes no responsibility for preparation of, or obtaining necessary signatures for the 12. AFFIDAVIT FOR PURPOSE OF ILLINOIS PLAT ACT REQUIREMENTS.
- 13. JBN TITLE SERVICES, INC. assumes no liability for any AFFIDAVIT FOR PURPOSE OF ILLINOIS PLAT ACT REQUIREMENTS that is improperly completed or executed.

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 ATG:

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Standard Exceptions

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

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Member No.

Signature of Member or Authorized Signatory

FOR USE IN: ALL STATES

ATG FORM 1001-16 © ATG (REV. 4/18)

- 2. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land.
- 3. Easements, or claims of easements, not shown by the Public Records.
- 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 that are not shown as existing liens by the Public Records.
- 6. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the Commitment Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment
- 7. Any Loan Policy issued pursuant to this Commitment will be subject to the following exceptions (a) and (b), in the absence of the production of the data and other matters contained in the ATG ALTA Statement form or an equivalent form

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;

Consequences of the failure of the lender to pay out properly the whole or any part of the loan secured by the mortgage described in Schedule A, as affecting: (i) the validity of the lien of said mortgage; and (ii) the priority of the lien over any other right, claim, lien, or encumbrance that has or may become superior to the lien of said mortgage before the disbursement of the entire proceeds of the loan.

8. Any Owner's Policy issued pursuant to this Commitment will be subject to the following exception:

The property address listed on Schedule A is provided solely for informational purposes, without warranty as to accuracy or completeness, and is not hereby insured and is not included in the Land as defined in Condition 1.

Affecting Property 1

9. Taxes for the year 2023 and thereafter.

First installment 2022 taxes in the amount of \$67.55 is paid. Second installment 2022 taxes in the amount of \$67.55 is paid.

Taxes for the year 2023 are not yet due.

Permanent Index No.: 12-12-15-300-003

- 10. ATG should be furnished with the following for the MARY S. GOULD TRUST dated July 23, 2003:
 - a. A Certification of Trust executed by the trustee in accordance with 760 ILCS 3/1013, together with excerpts of the trust agreement and amendments thereto relating to the designation of trustees and the powers of the trustee to act in the current transaction; or

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b. In the alternative, the trustee, in his or her sole discretion, may deliver to ATG a properly certified copy of the original trust agreement, under which title to the land is held, together with all amendments thereto.

ATG reserves the right to raise additional exceptions or make further requirements after review of the documentation provided.

ATG should be advised as to whether the trust under which title to the land is held is still in force and effect, and this Commitment is subject to such further exceptions, if any, as may be deemed necessary.

Terms, powers, provisions and limitations of the trust under which title to the land is held.

If title is to be conveyed to a trustee, the deed in trust must be recorded.

In any sale of trust property for which ATG or its agents are responsible for reporting the sale for tax purposes, if the trust is a grantor trust under the provisions of the Internal Revenue Code, then the taxpayer identification numbers of the grantors, along with any allocation of the sales price among the grantors, must be provided to ATG, its agents, or closers. If the trust is not a grantor trust, then the trustee must provide its taxpayer identification number to ATG, its agents, or closers. A taxpayer identification number may be obtained at https://irs.gov

- 11. RIGHT OF WAY PERMIT to GENERAL TELEPHONE COMPANY OF ILLINOIS dated March 30, 1976 and recorded June 9, 1976 as Document Number 579256 in Book 1188, Page 297. For Particulars, see record.
- 12. Dedication for Public Highway Purposes as set forth in Deed dated February 22, 1993 and recorded April 30, 1993 as Document No. 861835 in Book 3840, Page 72. For Particulars, see record.
- 13. Dedication for Public Highway Purposes as set forth in Deed dated February 22, 1993 and recorded April 30, 1993 as Document No. 861836 in Book 3840, Page 73. For Particulars, see record.

Affecting Property 2

14. Taxes for the year 2023 and thereafter.

First installment 2022 taxes in the amount of \$9,241.95 is paid. Second installment 2022 taxes in the amount of \$9,241.95 is paid.

Taxes for the year 2023 are not yet due.

Permanent Index No.: 12-12-16-400-001

- 15. ATG should be furnished with the following information for Trust Number 272, Trust Number 495 and the Gould Family Trust:
 - a. A Certification of Trust executed by the trustee in accordance with 760 ILCS 3/1013, together with excerpts of the trust agreement and amendments thereto relating to the designation of trustees and the powers 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 ATG a properly certified copy of the original trust agreement, under which title to the land is held, together with all amendments thereto.

ATG reserves the right to raise additional exceptions or make further requirements after review of the documentation provided.

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ATG should be advised as to whether the trust under which title to the land is held is still in force and effect, and this Commitment is subject to such further exceptions, if any, as may be deemed necessary.

Terms, powers, provisions and limitations of the trust under which title to the land is held.

In any sale of trust property for which ATG or its agents are responsible for reporting the sale for tax purposes, if the trust is a grantor trust under the provisions of the Internal Revenue Code, then the taxpayer identification numbers of the grantors, along with any allocation of the sales price among the grantors, must be provided to ATG, its agents, or closers. If the trust is not a grantor trust, then the trustee must provide its taxpayer identification number to ATG, its agents, or closers. A taxpayer identification number may be obtained at https://irs.gov

- 16. RIGHT OF WAY PERMIT to GENERAL TELEPHONE COMPANY OF ILLINOIS dated March 30, 1976 and recorded June 9, 1976 as Document Number 579257 in Book 1188, Page 298. For Particulars, see record.
- 17. Dedication for Public Highway Purposes as set forth in Trustee's Deed dated April 26, 1993 and recorded April 30, 1993 as Document No. 861834 in Book 3840, Page 70. For Particulars, see record.
- 18. Additional Pipeline Rights Exercise and Receipt Agreement between Gould-Hancock Farm Trust and Enbridge Pipelines (FPS) LLC dated January 10, 2013 and recorded March 27, 2013 as Document No. 20130005956. For Particulars, see record.

Affecting Property 1 and 2:

19. The following exceptions will appear on all policies issued pursuant to this commitment except to the extent the same are cleared to ATG's satisfaction.

A certified copy of the articles of organization and the operating agreement, if any, of HANCOCK REALTY PARTNERS LLC should be furnished for examination, and this commitment shall be subject to such further exceptions as may then be deemed necessary.

Terms, provisions, and limitations of the articles of organization and the operating agreement of HANCOCK REALTY PARTNERS LLC, a limited liability company of the state of North Carolina.

Upon a conveyance or mortgage of the land, ATG must be furnished with a certified copy of proper resolutions, passed by the members and managers of the party in title, in conformity with the laws of the State of North Carolina, authorizing the execution of the deed of conveyance or mortgage of the land, and

20. Right of Way to Sinclair Pipe Line Company dated January 2, 1952 and recorded February 20, 1952 as Document Number 286320 in Book 427, Page 504. For Particulars, see record.

Sale and Assignment recorded October 13, 1955 as Document No. 322430 in Volume 520, Page 460.

Sale and Assignment recorded October 13, 1955 as Document No. 322432 in Volume 520, Page 605.

Sale and Assignment recorded December 12, 1957 as Document No. 345302 in Volume 575, Page 139.

Sale and Assignment recorded December 12, 1957 as Document No. 345304 in Volume 575, Page 171.

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Partial Assignment of Rights of Way and Easements recorded Novemer 17, 1989 as Document No. 789874 in Book 3233, Page 122.

Assignment of Right of Way Easements dated March 1, 1991 and recorded July 15, 1992 as Document No. 840926 in Book 3646, Page 151.

Conveyance of Agreements recorded March 3, 1995 as Document No. 910724 in Book 4278, Page 1.

Assignment and Assumption of Right of Way Interests dated September 1, 2003 and recorded October 2, 2003 as Document No. 200300037488.

- 21. Apparent easements for public utilities and drainage serving the premises.
- 22. Municipal and County ordinances and all matters contained in such ordinances are excluded from the coverage of the policy.
- 23. Rights of the public, State of Illinois, and the municipality in and to that part of the premises in question taken, used, or dedicated for roads, streets, alleys, or highways.
- 24. Rights of way for drainage tiles, ditches, feeders and laterals.
- 25. Existing unrecorded leases and tenancies, and rights of tenants thereunder, and those claiming by, through, or under those tenants.
- 26. If Extended Coverage over the five General Exceptions is requested, ATG should be furnished with the following:
 - A. A current ALTA/NSPS Survey certified to Attorneys' Title Guaranty Fund, Inc.;
 - B. A Properly executed ALTA Statement;

Matters disclosed by the above documentation will be shown specifically on Schedule B

NOTE: There will be an additional charge for this coverage.

27. Information should be furnished establishing whether any written agreement has been entered into by and between any party or broker for the purposes of buying, selling, leasing, or otherwise conveying any interest in the land described herein; and, if any such agreement has been entered into, satisfactory evidence should be furnished establishing that the compensation agreed upon in such agreement has been paid and the broker's lien, or right to a lien, for such amount has been extinguished. In the event the evidence is not furnished, our policy or policies when issued will be subject to the following exception:

"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 otherwise conveying any interest in the land described in Schedule A".

28. Rights of a property manager, if any, to a statutory lien on the premises for its property manager's fee.

Note: Furnish ATG with an affidavit by the owner stating that there is no property manager for the insured premises. In the

EGR USE IN: ALL STATES Page 10 of 12 absence thereof, provide a waiver of lien by the property manager covering the date of recording of the deed and mortgage to the insured.

- 29. 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.
- 30. Any endorsement requested by an insured or proposed insured must be approved by ATG.
- 31. If work has been performed on the Land within the last six months which may subject the Land to liens under the mechanics lien laws, ATG should be furnished with satisfactory evidence that those who have performed such work have been fully paid and have waived their rights to a lien. If evidence is not provided or is unsatisfactory, this commitment/policy will be subject to the following exception:
 - "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."
- 32. ATG reserves the right to add additional items or make further requirements after review of the requested documentation.

End of Schedule B

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EXHIBIT A

The Land referred to herein below is situated in the County of TAZEWELL, State of Illinois, and is described as follows:

Property 1:

The Southwest Quarter of the Southwest Quarter of Section 15, Township 24 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois.

Property 2:

The Southeast Quarter of Section 16; the South Half of the Northeast Quarter of Section 16; the East Half of the Southwest Quarter of Section 16; the East Half of the Southwest Quarter of the Southwest Quarter of Section 16; the East Half of the Southwest Quarter of the Southwest Quarter of Section 16; all in Township 24 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois; EXCEPTING HOWEVER THEREFROM a certain tract of land conveyed to Township of Tremont by Deed recorded in Book 3840, Page 70 in the Office of the Recorder of Deeds of Tazewell County, Illinois.

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