

**Transaction Identification Data for reference only:**

Issuing Agent: Kaiser Abstract Company  
 Issuing Office: 111 S. State Street, Monticello, IL 61856 - 217-762-7041  
 Issuing Office's ALTA® Registry ID: 0001003  
 Loan ID Number:  
 Commitment Number: 23-529  
 Issuing Office File Number: 23-529  
 Property Address: Cerro Gordo Township Real Estate, Piatt County, IL 61856

**SCHEDULE A**

1. Commitment Date: December 7, 2023 at 05:00 PM
2. Policy to be issued:
  - (a) ALTA®
    - Proposed Insured: TBD
    - Proposed Policy Amount: \$ 500,000.00
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:
 

Patricia Ann Brewer, John Michael Flenniken and Cindy Lou Flenniken, as Co-Trustees of the John W. Flenniken Trust created under the Last Will of John W. Flenniken as to an undivided one-half interest and Cindy Lou Flenniken, Independent Executor of the Estate of Mary Louis Flenniken, deceased as to an undivided one-half interest
5. The Land is described as follows:
 

Parcel 1:

The South Half (S ½) of the Northeast Quarter (NE ¼) of Section 14 Township 17 North, Range 5 East of the 3rd Principal Meridian in Piatt County, Illinois.

Parcel 2:

Lot 6 and Part of Lot 5 in the Southeast Quarter of Section 22 and Part of Lots 2 and 3 in the Southwest Quarter of Section 23, all in Township 17 North, Range 5 East of the Third Principal Meridian, Piatt County, Illinois, being more particularly described as follows:

Beginning at the Southeast corner of said Southeast Quarter of Section 22, thence North 89 degrees 17 minutes 55 seconds West, along the South line of said Southeast Quarter, 1678.03 feet to the Southwest corner of said Lot 6; thence North 00 degrees 19 minutes 17 seconds East, along the West line of said Lots 5 and 6, 1824.75 feet to the Southerly line of the Norfolk and Southern railroad (formerly Wabash railroad company) right of way; thence North 75 degrees 42 minutes 38 seconds East, along said Southerly right of way line, 2074.32 feet; thence South 00 degrees 16 minutes 23 seconds West, parallel with the East line of said Southeast Quarter of Section 22, 2359.29 feet to the South line of said Southwest Quarter of Section 23; thence North 89 degrees 38 minutes 59 seconds West, along said South line, 331.24 feet to the point of beginning, subject to any easements, restrictions and right of way of record.

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**SCHEDULE A**  
(Continued)

Commitment Number: 23-529

**Kaiser Abstract Company**

BY: Renee Koyak  
Renee Koyak

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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. The Company should be provided a statement from the borrower(s) relative to any mortgage shown on Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or post postponed payments or other restructuring of the debt secured by the mortgage.
  10. Please send CPL requests, Prelim CDF requests and closing documents to [rkoyakr@kaiserabstract.com](mailto:rkoyakr@kaiserabstract.com).
- NOTE: All incoming funds between \$500.00 and \$49,999.99 will need to be in the form of a cashier's check, anything \$50,000.00 or greater will need to be wired.
11. Upon issuance of the Final Mortgage Policy, an ALTA 22.06 Endorsement, ALTA 8.1 Endorsement and ALTA 9 Endorsement will be issued.

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**SCHEDULE B**  
(Continued)

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12. 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.

13. Testate Estate Sale by Estate vest in "Heirs at Law or Legatees" or "Estate Of" of decedent Mary Lou Flenniken, owning the land, died in testate on March 9, 2023, leaving a Will dated December 23, 2015, and admitted to Probate on March 20, 2023 in Case No. 23-PR-11 in the Circuit Court of Piatt County, Illinois.

We have examined said Estate and note the following:

- (A) Statutory Rights and Powers of the Executor or Administrator with Will annexed;
- (B) Claims allowed or which may be allowed against the Estate;
- (C) Expenses of Administration;
- (D) Illinois Estate Tax, Illinois Generation Skipping Transfer Tax and Federal Estate Tax which may be charged against the Estate;
- (E) Power of Sale conferred upon the Executor or Administrator;
- (F) Rights of Legatees under the Will.

NOTE: This Commitment is based upon the assumption that title is to be conveyed pursuant to an Executor's or Administrator's Deed pursuant to Power of Sale (order of Court allowing Sale).

NOTE: If title is to be derived through a Deed by one other than the Executor or Administrator, a Notice of Probate pursuant to Section 20-24 of the Probate Act should be recorded in the Office of the Recorder of Deeds.

14. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
15. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

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**SCHEDULE B**  
(Continued)

Commitment Number: 23-529

**SCHEDULE B, PART II**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions

1. Rights or claims of parties in possession not shown by 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. 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.
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I -Requirements are met.
8. Taxes for the year 2023, which are a lien although not yet due or payable.
9. Taxes for the year 2022 are in the total amount of \$4,850.46 - PAID  
Property Tax No. 01-14-17-005-001-00. (Parcel1)  
Taxes for the year 2022 are in the total amount of \$2,466.48 - PAID  
Property Tax No. 03-22-17-005-006-00. (Parcel 2 Tract 1)  
Taxes for the year 2022 are in the total amount of \$2,473.90 - PAID  
Property Tax No. 03-22-17-005-007-00. (Parcel 2 Tract 2)  
Taxes for the year 2022 are in the total amount of \$573.92 - PAID  
Property Tax No. 01-23-17-005-007-03. (Parcel 2 Tract 3)  
Taxes for the year 2022 are in the total amount of \$2,625.54 - PAID  
Part of Property Tax No. 01-23-17-005-007-02. (Parcel 2 Tract 4)
10. Rights of the public, the State of Illinois, the County, the Township and the municipality in and to that part of the premises in question taken, used, or dedicated for roads or highways.

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**SCHEDULE B**  
(Continued)

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11. Rights of way for drainage ditches, drain tile, feeders, laterals, and underground pipes, if any, not shown of record.
12. The land is part of Lake Fork Special Drainage District and is thereby subject to special assessment from time to time.  
  
NOTE: Drainage assessments, drainage taxes, water rentals and water taxes are included in General Exception (8) hereinbefore shown and should be considered when dealing with the land.  
(Parcel 1)
13. The land is part of Union Mutual Drainage District No. 4 and is thereby subject to special assessment from time to time.  
  
NOTE: Drainage assessments, drainage taxes, water rentals and water taxes are included in General Exception (8) hereinbefore shown and should be considered when dealing with the land.  
(Parcel 2)
14. Financing statements, if any.
15. Existing unrecorded farm leases, if any.
16. Easement dated July 31, 1946 and recorded October 23, 1946 in Volume 205 of Deeds at page 560 to Illinois Power Company.  
(Parcel 1)  
(For Further important provisions see records.)
17. Easement dated April 1, 1946 and recorded August 26, 1946 in Volume 205 of Deeds at page 550 to Illinois Power Company. (Parcel 2 Tract 3)  
(For Further important provisions see records.)

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