



**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**ADVOCUS NATIONAL TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT – READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, Advocus National Title Insurance Company, a(n) Illinois corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**COMMITMENT CONDITIONS**

**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

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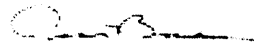
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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:
- 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 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 is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- 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:
    - comply with the Schedule B, Part I – Requirements;
    - eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
    - acquire the Title or create the Mortgage covered by this Commitment.
  - The Company is not 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.
  - The Company is only liable 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.
  - The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
  - The Company is not liable for the content of the Transaction Identification Data, if any.
  - The Company is not 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.
  - The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

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- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.
- 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. CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**  
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**  
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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>.

**ADVOCUS NATIONAL TITLE INSURANCE COMPANY**  
One South Wacker Drive, Suite 2400, Chicago, IL  
60606-4654



By: \_\_\_\_\_  
Peter J. Birnbaum, President and Chief Executive  
Officer

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**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: Nash Bean Ford & Brown, LLP  
Issuing Office: 445 U.S. 6 East  
Geneseo, IL 61254  
Issuing Office's ALTA® Registry ID: 1114965  
Loan ID Number:  
Commitment Number: DRAFT  
Issuing Office File Number: 2024-82  
Property Address: East 2200 Strett, Atkinson, IL 61235  
Revision Number:

**SCHEDULE A**


1. Commitment Date: September 19, 2024 4:00 pm
2. Policy to be issued:
  - (a) 2021 ALTA Owner's Policy  
Proposed Insured:  
Proposed Amount of Insurance: **\$10,000.00**  
The estate or interest to be insured: **fee simple**
3. The estate or interest in the Land at the Commitment Date is:  
fee simple
4. The Title is, at the Commitment Date, vested in:  
Mary Katherine Saylor, Brian John Carmichael, Jill Marie Buysse and Patrick Emil Carmichael by deed from Margaret Carmichael dated 12/11/1989 and recorded with Henry County Recorder of Deeds on 12/14/1989 as Document 19-8906803.
5. The land is described as follows:  
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

**NASH BEAN FORD & BROWN, LLP**  
445 U.S. 6 East, Geneseo, IL 61254  
Telephone: (309) 944-2188

**ADVOCUS NATIONAL TITLE INSURANCE COMPANY**  
One South Wacker Drive, Suite 2400, Chicago, IL  
60606-4654

Countersigned by:

\_\_\_\_\_  
Nash Bean Ford & Brown, LLP, License  
#02.4006010

  
By: \_\_\_\_\_  
Peter J. Birnbaum, President and Chief Executive  
Officer

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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.
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. The following additional requirements must be satisfied at or prior to the closing:

The borrower and seller must bring a valid government issued photo ID bearing their signature to the closing.

Each seller must provide a valid forwarding address and social security number to be submitted to the IRS for 1099 purposes.

Payoff letters must be current and not subject to additional terms. We reserve the right to verify payoff figures prior to disbursement. Any additional funds required to satisfy a lien in full must be deposited by the parties involved immediately.

All funds brought to closing must be in the form of wire transfer, certified check, or cashier's check.

6. The Good Funds provision of the Illinois Title Insurance Act (215 ILCS 155/26) became effective January 1, 2010. This law imposes stricter rules on the type of funds that can be accepted for real estate closings and requires wired funds in many circumstances. Contact your settlement agent to confirm the type of funds that are required for your transaction.
7. Per Illinois law, for closings on or after January 1, 2011, the Company will issue Closing Protection Letters to the parties to the transaction if it is closed by the Company or its approved title insurance agent.

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**SCHEDULE B, PART II – Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions 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 encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment that would be disclosed by an inspection or an accurate and complete land title 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, material, or equipment heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Taxes or special assessments which 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 ALTA Statement form or an equivalent form:
  - a. Any lien, or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law, and not shown by the Public Records;
  - b. 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. Taxes for the year 2024 are a lien, but not yet due and payable.  
Taxes for the year 2023:  
First Installment in the amount of \$1,567.43, shows paid.  
Second Installment in the amount of \$1,567.43, shows paid.  
Lot Size 63.20 acres  
Parcel No. 09-26-100-006
9. Annual Maintenance Assessment Roll dated September 5, 2007 and recorded September 5, 2007, as Document No. 20-0707509

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**EXHIBIT "A"**

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

The North Half of the Northwest Quarter of Section 26 Township 17 North, Range 4 East of the Fourth Principal Meridian, EXCEPT a tract of land being part of the Northwest Quarter of Section 26, Township 17 North, Range 4 East of the Fourth Principal Meridian, Henry County, Illinois, more particularly bounded and described as follows and bearings are for the purpose of description only: Beginning at a "P.K." nail at the Northwest corner of the Northwest Quarter of said Section 26; thence South 89 degrees 02'20" East, along the North line of the Northwest Quarter of said Section 26, a distance of 873.95 feet; thence South 00 degrees 04'57" East, 837.50 feet; thence North 8 degrees 02'20" West, 873.50 feet; thence North 9 degrees 02'20" West, 873.95 feet to the West line of the Northwest Quarter of said Section 26; thence North 00 degrees 04'57" West, along the West line of the Northwest Quarter of said Section 26, a distance of 837.50 feet to the Place of Beginning.

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**CHAIN OF TITLE**

The only conveyances affecting said land, which recorded within twenty-four (24) months of the date of this report, are as follows:

**Property: East 2200 Strett, Atkinson, IL 61235**

Margaret Carmichael to William Emerson Carmichael, Mary Katherine Saylor, Brian John Carmichael, Jill M. Buysse and Patrick Emil Carmichael by deed dated 12/11/1989 and recorded on 12/14/1989 as Document 19-8906803 in the Official Records of the Henry County Recorder of Deeds.

William E. Carmichael to Jill M. Buysse, Patrick E. Carmichael, Mary K. Saylor and Brian J. Carmichael, as tenants in common, his one-fifth interest by deed dated 06/26/2008 and recorded on 08/12/2008 as Document 20-0806509 in the Official Records of the Henry County Recorder of Deeds.

L. Joseph Buysse and Jill M. Buysse, individually and as husband and wife to L. Joseph Buysse and Jill M. Buysse, Trustees under the L. Joseph and Jill M. Buysse Living Trust, dated Septebmer 16, 2014 by deed dated 09/16/2014 and recorded on 10/03/2014 as Document 20-1405611 in the Official Records of the Henry County Recorder of Deeds, as to an undivided one-fourth interest

Jill M. Buysse, Trustee of the L. Joseph and Jill M. Buysse Living Trust, dated September 16, 2014 to Jill M. Buysse, Trustee of the Jill M. Buysse Survivor's Trust under the L. Joseph and Jill M. Buysse Living Trust , dated September 16, 2014 by deed dated 11/17/2017 and recorded on 11/29/2017 as Document 20-1706909 in the Official Records of the Henry County Recorder of Deeds.

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