



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN 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, First American Title Insurance Company, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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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.
- 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:

- 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

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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

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company 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.
- c. 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.
- d. 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.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. 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.
- g. 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

- 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 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.

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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>.

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

Issuing Agent: Marshall County Title Company
Issuing Office: 116 S. Main Street, PO Box 188, Lacon, IL 61540
Issuing Office's ALTA® Registry ID: 1027816
Loan ID Number: 7927260600
Commitment Number: 24-141
Property Address: Toluca, Illinois 61369
Revision Number:

SCHEDULE A

1. Commitment Date: November 1, 2024 at 10:30 a.m.
2. Policy to be issued:
 - a. ALTA® Owner's Policy (7-1-21)
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured: Fee Simple
 - b. ALTA® Loan Policy (7-1-21)
Proposed Insured:
Proposed Amount of Insurance: \$
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:

Parcels 1-5, 7-9: The Heirs and Devisees of Lois A. Becker, deceased, as to an undivided one-half (1/2) interest; and

Mary Houser, as Successor Trustee of the Testamentary Trust created under the Last Will and Testament of Vernon O. Becker, deceased, dated March 1, 1999, as to an undivided one-half (1/2) interest

Parcel 6: The Heirs and Devisees of Lois A. Becker, deceased, as to an undivided one-half (1/2) interest; and

Mary Houser, as Successor Trustee of the Testamentary Trust created under the Last Will and Testament of Vernon O. Becker, deceased, dated March 1, 1999, as to an undivided one-half (1/2) interest (as to part); and

Mary Houser, as Successor Trustee of the Testamentary Trust created under the Last Will and Testament of Vernon O. Becker, deceased, dated March 1, 1999 (as to that part of Parcel 6 being 3.143 surveyed acres in Section 25)
5. The Land is described as follows:

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- Parcel 1: The Southeast Quarter of the Northeast Quarter of Section Thirty-two (32), in Township Thirty (30) North, Range One (1) East of the Third Principal Meridian, in Evans Township, containing 40 acres of land, more or less, excepting and reserving therefrom all bituminous or stone coal and fire clay in and underlying said premises with the right to dig, mine and remove the same therefrom, situated in the County of Marshall, in the State of Illinois;
- ALSO, The North Half of the East Half of the Southeast Quarter of Section 32, Township 30 North, Range 1 East of the 3rd Principal Meridian, Marshall County, Illinois.
- Parcel 2: That part of the West Half of the Southeast Quarter of Section 32, Township 30 North, Range 1 East of the Third Principal Meridian described as follows: Commencing at the Southwest corner of the Southeast Quarter of said Section 32; thence North 00 degrees 39 minutes 44 seconds West 431.10 feet along the West line of the Southeast Quarter of said Section 32 to the Point of Beginning; thence continuing North 00 degrees 39 minutes 44 seconds West 2223.87 feet along said West line to the Northwest corner of the Southeast Quarter of said Section 32; thence South 89 degrees 26 minutes 13 seconds East 1329.89 feet along the North line of the Southeast Quarter of said Section 32 to the Northeast corner of the West Half of the Southeast Quarter of said Section 32; thence South 00 degrees 42 minutes 07 seconds East 1335.12 feet along said East line to a stone marking the Northwest corner of the Southeast Quarter of the Southeast Quarter of said Section 32; thence South 00 degrees 33 minutes 53 seconds East 1325.60 feet along said East line to the Southeast corner of said West Half; thence North 89 degrees 11 minutes 19 seconds West 998.92 feet along the South line of the Southeast Quarter of said Section 32; thence North 00 degrees 39 minutes 45 seconds West 431.10 feet; thence North 89 degrees 11 minutes 19 seconds West 329.76 feet to the Point of Beginning containing 77.871 acres more or less and all situated in the Township of Evans, Marshall County, Illinois.
- Parcel 3: The South Half (S ½) of the Southwest Quarter (SW ¼) of Section Thirty (30), Township Thirty (30) North, Range One (1) East of the Third Principal Meridian, Marshall County, Illinois, EXCEPTING THEREFROM a strip 100 feet in even width off of the entire East side thereof; AND ALSO EXCEPTING THEREFROM a tract of land referenced in a dedication of right of way by Jobst Schulte and Emma Schulte, husband and wife, to the State of Illinois, which dedication of right of way is dated July 25, 1922, was filed for record on July 27, 1922 at 8:00 A.M. and is recorded in Book 108 at Page 585 in the Recorder's Office of Marshall County, Illinois.
- Parcel 4: That part of the Northeast Quarter of Section 36, Township 30 North, Range 1 West of the Third Principal Meridian described as follows:
- Beginning at the Northeast corner of the Northeast Quarter of said Section 36; thence South 01 degrees 10 minutes 37 seconds East 2677.97 feet along the East line of the Northeast Quarter of said Section 36 to the Southeast corner of the Northeast Quarter of said Section 36; thence South 87 degrees 00 minutes 28 seconds West 1336.12 feet along the South line of the Northeast Quarter of said Section 36; thence North 01 degrees 17 minutes 06 seconds West 2676.06 feet to a point on the North line of the Northeast Quarter of said Section 36; thence North 86 degrees 55 minutes 59 seconds East 1341.23 feet along said North line to the Point of Beginning, containing 82.229 acres, more or less, and all situated in the Township of Roberts, Marshall County, Illinois.

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Parcel 5: That part of the Northeast Quarter of Section 36, Township 30 North, Range 1 West of the Third Principal Meridian described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section 36; thence South 86 degrees 55 minutes 59 seconds West 1341.23 feet along the North line of the Northeast Quarter of said Section 36 to the Point of Beginning; thence South 01 degrees 17 minutes 06 seconds East 2676.06 feet to a point on the South line of the Northeast Quarter of said Section 36; thence South 87 degrees 00 minutes 28 seconds West 1348.62 feet along said South line to the Southwest corner of the Northeast Quarter of said Section 36; thence North 01 degrees 17 minutes 06 seconds West 2674.30 feet to the Northwest corner of the Northeast Quarter of said Section 36; thence North 86 degrees 55 minutes 59 seconds East 340.24 feet along the North line of the Northeast Quarter of said Section 36; thence South 02 degrees 57 minutes 58 seconds East 31.72 feet to a point on the Southerly right of way line of Illinois Route 17; thence South 82 degrees 45 minutes 45 seconds East 153.05 feet along said Southerly right of way line; thence North 86 degrees 55 minutes 05 seconds East 99.70 feet along said Southerly right of way line; thence North 81 degrees 06 minutes 05 seconds East 251.59 feet along said Southerly right of way line; thence North 03 degrees 15 minutes 43 seconds West 33.51 feet along said Southerly right of way line to a point on the North line of the Northeast Quarter of said Section 36; thence North 86 degrees 55 minutes 59 seconds East 508.04 feet along said North line to the Point of Beginning, containing 82.229 acres, more or less, and all situated in the Township or Roberts, Marshall County, Illinois.

Parcel 6: That part of the Southeast Quarter and that part of the Southwest Quarter all in Section 25, Township 30 North, Range 1 West of the Third Principal Meridian described as follows:

Beginning at the Southeast corner of the Southeast Quarter of said Section 25; thence South 86 degrees 55 minutes 59 seconds West 1127.12 feet along the South line of the Southeast Quarter of said Section 25; thence North 02 degrees 23 minutes 01 seconds West 406.02 feet; thence South 87 degrees 39 minutes 05 seconds West 206.82 feet; thence Southwesterly 124.55 feet along a 91.35 radius curve concave to the Southeast whose chord bears South 48 degrees 35 minutes 48 seconds West 115.12 feet; thence South 09 degrees 32 minutes 24 seconds West 74.45 feet; thence South 00 degrees 19 minutes 00 seconds West 264.98 feet to a point on the South line of the Southeast Quarter of said Section 25; thence South 86 degrees 55 minutes 59 seconds West 397.99 feet along said South line; thence North 03 degrees 15 minutes 43 seconds West 33.56 feet to a point on the Northerly Right of Way line of Illinois Route 17; thence North 82 degrees 27 minutes 16 seconds West 152.94 feet along said Northerly Right of Way line; thence South 86 degrees 47 minutes 38 seconds West 149.87 feet along said Northerly Right of Way line; thence South 79 degrees 51 minutes 24 seconds West 201.56 feet along said Northerly Right of Way line; thence South 02 degrees 57 minutes 58 seconds East 36.53 feet along said Northerly Right of Way line to a point on the South line of the Southeast Quarter of said Section 25; thence South 86 degrees 55 minutes 59 seconds West 340.24 feet along said South line to the Southwest corner of the Southeast Quarter of said Section 25; thence North 01 degrees 16 minutes 36 seconds West 2099.68 feet along the West line of the Southeast Quarter of said Section 25 to a point on the centerline of a drainage ditch; thence North 51 degrees 57 minutes 24 seconds West 47.71 feet along said centerline; thence North 31 degrees 43 minutes 04 seconds West 196.37 feet along said centerline; thence North 55 degrees 40 minutes 28 seconds West 34.40 feet along said centerline; thence North 80 degrees 44 minutes 13 seconds West 187.18 feet along said centerline; thence North 68

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degrees 54 minutes 23 seconds West 186.71 feet along said centerline; thence North 28 degrees 59 minutes 30 seconds West 99.44 feet; thence North 07 degrees 00 minutes 52 seconds West 50.18 feet to a point on the former Northerly Right of Way of Illinois Central Gulf Railroad; thence North 87 degrees 47 minutes 16 seconds East 572.38 feet along said former Northerly Right of Way line to the East line of said Southwest Quarter; thence North 87 degrees 50 minutes 28 seconds East 2693.49 feet along said former Northerly Right of Way line to the intersection of said former Northerly Right of Way line and the East line of the Southeast Quarter of said Section 25; thence South 01 degrees 10 minutes 22 seconds East 2529.24 feet along said East line to the Point of Beginning containing 157.216 acres, more or less, and all situated in the Township of Roberts, Marshall County, Illinois.

Parcel 7: The West Half of the Southwest Quarter of Section 24, Township 30 North, Range 1 West of the Third Principal Meridian, Marshall County, Illinois.

Parcel 8: That part of the Southeast Quarter of Section 25, Township 30 North, Range 1 West of the Third Principal Meridian described as follows: Commencing at the Southeast corner of said Section 25; thence South 86 degrees 55 minutes 59 seconds West 1127.12 feet along the South line of said Section 25 to the Point of Beginning; thence continuing South 86 degrees 55 minutes 59 seconds West 324.15 feet along said South line; thence North 00 degrees 19 minutes 00 seconds East 264.98 feet; thence North 09 degrees 32 minutes 24 seconds East 74.45 feet; thence Northeasterly 124.55 feet along a 91.35 foot curve concave to the Southeast whose chord bears North 48 degrees 35 minutes 48 seconds East 115.12 feet; thence North 87 degrees 39 minutes 05 seconds East 206.82 feet; thence South 02 degrees 23 minutes 01 seconds 406.02 feet to the Point of Beginning, containing 2.881 acres, more or less, and all situated in the Township of Roberts, Marshall County, Illinois.

Parcel 9: That part of the West Half of the Southeast Quarter of Section 32, Township 30 North, Range 1 East of the Third Principal Meridian, described as follows: Beginning at the Southwest corner of the Southeast Quarter of said Section 32; thence North 00 degrees 39 minutes 44 seconds West along the West line of the Southeast Quarter of said Section 32; thence South 89 degrees 11 minutes 19 seconds East 329.76 feet; thence South 00 degrees 39 minutes 45 seconds East 431.10 feet to a point on the South line of the Southeast Quarter of said Section 32; thence North 89 degrees 11 minutes 19 seconds West 998.92 feet along said South line to the Point of Beginning, containing 3.263 acres, more or less, and all situated in the Township of Evans, Marshall County, Illinois.

First American Title Insurance Company

Justin Meierkord

By: _____
Authorized Signatory

Issuing Agent: Marshall County Title Company
Name: Justin Meierkord
Phone Number: 309-246-2513

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SCHEDULE B, PART I—Requirements

Commitment Number: 24-141

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. If this office is requested to act as closing agent for this transaction, the loan package and closing figures must be presented at least one business day prior to closing. If any one party to the transaction will not attend closing, all closing figures must be presented at least three business days prior to closing.
6. Upon receipt of the loan package subsequent to the final approval and circulation of any Closing Disclosures and it is determined that the lender has not provided adequate funds for recording charges, our office will pay for said difference in recording charges and send a statement for funds advanced to the lender.
7. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective as of January 1, 2010. This law imposes stricter rules on the type of funds that can be accepted for real estate closing and requires wired funds in many circumstances. Contact your settlement agent to confirm the type of funds that are required for your transaction.
8. Each Seller must provide a valid forwarding address and social security number which shall be submitted to the IRS by this office for 1099-S reporting purposes.
9. If our office does not act as closing settlement agent, we must be provided a copy of all closing disclosures and settlement statements signed by all parties to the transaction.
10. If our office does not act as closing settlement agent, we must be provided a copy of all of the seller's loan/mortgage payoff statements.

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Commitment Number: 24-141

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. Easements or claims of easements, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting Title that would be disclosed by an accurate survey of the Land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/NSPS land title survey standards for commercial/industrial property.
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, if any, not shown as existing liens by the Public Records.
6. 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.
7. Real Estate Taxes for the year 2024 payable in 2025 and thereafter:

Real Estate Taxes for the year 2022 payable in 2023 in the amount of \$3,538.54 have been paid in full. Real Estate Taxes for the year 2023 payable in 2024 are not yet due or payable.

The tax parcel number listed below is provided solely for informational purposes, without warranty, as to accuracy or completeness.

Property Index Number: 06-24-300-001 (Parcel 7)

Real Estate Taxes for the year 2022 payable in 2023 in the amount of \$15,452.26 have been paid in full. Real Estate Taxes for the year 2023 payable in 2024 are not yet due or payable.

The tax parcel number listed below is provided solely for informational purposes, without warranty, as to accuracy or completeness.

Property Index Number: 06-25-400-002 (Parcel 6 and Parcel 8)

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Real Estate Taxes for the year 2022 payable in 2023 in the amount of \$4,198.02 have been paid in full. Real Estate Taxes for the year 2023 payable in 2024 are not yet due or payable.

The tax parcel number listed below is provided solely for informational purposes, without warranty, as to accuracy or completeness.

Property Index Number: 06-36-200-002 (part of Parcel 4 and part of Parcel 5)

Real Estate Taxes for the year 2022 payable in 2023 in the amount of \$4,220.52 have been paid in full. Real Estate Taxes for the year 2023 payable in 2024 are not yet due or payable.

The tax parcel number listed below is provided solely for informational purposes, without warranty, as to accuracy or completeness.

Property Index Number: 06-36-200-003 (part of Parcel 4 and part of Parcel 5)

Real Estate Taxes for the year 2022 payable in 2023 in the amount of \$3,990.42 have been paid in full. Real Estate Taxes for the year 2023 payable in 2024 are not yet due or payable.

The tax parcel number listed below is provided solely for informational purposes, without warranty, as to accuracy or completeness.

Property Index Number: 07-30-300-003 (Parcel 3)

Real Estate Taxes for the year 2022 payable in 2023 in the amount of \$4,754.82 have been paid in full. Real Estate Taxes for the year 2023 payable in 2024 are not yet due or payable.

The tax parcel number listed below is provided solely for informational purposes, without warranty, as to accuracy or completeness.

Property Index Number: 07-32-200-004 (Parcel 1)

Real Estate Taxes for the year 2022 payable in 2023 in the amount of \$6,440.96 have been paid in full. Real Estate Taxes for the year 2023 payable in 2024 are not yet due or payable.

The tax parcel number listed below is provided solely for informational purposes, without warranty, as to accuracy or completeness.

Property Index Number: 07-32-200-004 (Parcel 2 and Parcel 9)

Real Estate Taxes for the year 2022 payable in 2023 in the amount of \$425.66 have been paid in full. Real Estate Taxes for the year 2023 payable in 2024 are not yet due or payable.

8. Easement for F.A.S. Route 2368 granted the Illinois Department of Transportation in instrument dated December 5, 1973 as referenced in Deed Book 389 at Page 547 in the Office of the Marshall County, Illinois Recorder of Deeds on January 28, 1988. (Parcel 6 and Parcel 8)
9. Right of Way Plans for F.A.P. Route 649 (IL 17) dated August 23, 1991 and recorded in the Office of the Marshall County, Illinois Recorder of Deeds in Plat Book 7 at Page 29, as Document Number 52326. (Parcel 4, Parcel 5, Parcel 6, Parcel 8)

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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.





10. Plat of Survey dated November 4, 1982 and recorded on November 15, 1982 in the Office of the Marshall County, Illinois Recorder of Deeds in Plat Book 5 at Page 551. (part of Parcel 6)
11. Pole Line Right as granted by Jobst Schule to the Public Service Co. of Northern Ill., which pole line right is dated December 30, 1912 was filed for record on February 15, 1913 at 11:00 a.m. and is recorded in Book Misc. E at Page 198 in the Recorder's Office of Marshall County, Illinois. (Tract Three)
12. Right of Way Permit to General Telephone Company of Illinois dated August 31, 1978 and recorded on February 14, 1979 in the Office of the Marshall County, Illinois Recorder of Deeds in Book 378 at Page 101, as Document Number 26202. (Parcel 2 and Parcel 9)
13. Utility Easement to the City of Toluca, Marshall County, Illinois dated May 7, 1979 and recorded on May 18, 1979 in the Office of the Marshall County, Illinois Recorder of Deeds in Book 380 at Page 55, as Document Number 26906. (Parcel 2 and Parcel 9)
14. Annexation Ordinance dated March 27, 1978 and recorded in the Office of the Marshall County, Illinois Recorder of Deeds in Book 733 at Page 341, as Document Number 079789. (Parcel 2 and Parcel 9)
15. Matters arising by reason of the estate of Lois A. Becker, deceased.
16. Proceedings in case number 2023 PR 11 Circuit Court of Marshall County.
17. Rights, powers and duties of Mary Russell appointed Independent Executor in said estate.
18. Claims allowed or which may be allowed against the said estate.
19. Federal Estate Tax, which may be charged against said estate.
20. Illinois Estate Tax, which may be charged against said estate.
21. Deed to recite court authorization, case number and actual consideration.
22. We should be advised as to whether the Trust under which title to the land is held is still in full force and effect, and this commitment is subject to further exceptions, if any, as may then be deemed necessary.
23. Rights of farm tenants, if any, for the 2024 and 2025 crop years.

Note: Please provide satisfactory evidence of termination of farm tenancy for the 2025 crop year delivered prior to November 1, 2024.
24. Nothing in this Commitment/Policy should be construed as insuring acreage.
25. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any, not shown of record.
26. Existing easements for public and quasi-public utilities.
27. Rights of the Public, the State of Illinois and the Municipality in and to that part of the land, if any, taken or used for road purposes.
28. Municipal and county ordinances and zoning regulations.

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Form 50128017 (6-7-22)





Privacy Notice

Notice Last Updated: December 1, 2022

This Privacy Policy (“Policy”) describes how First American Financial Corporation and its subsidiaries and affiliates (collectively, “First American,” “we,” “us,” or “our”) collect, use, store, and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Policy is posted (“Sites”); (2) when you use our products and services (“Services”); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method (“Communications”); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies (“Third Parties”).

This Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.



International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.

PRELIMINARY



For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations (“CCPA”). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy or by calling toll-free at 1-866-718-0097.

Right to Correct. You have a right to request that we correct your personal information. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for correction, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy or by calling toll-free at 1-866-718-0097.

Verification Process. For a request to know, correct or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale and Share. We have not sold or shared the personal information of California residents in the past 12 months. To the extent any First American affiliated entity has a different practice, it will be stated in the applicable privacy policy. We do not knowingly sell or share the personal information of any California resident under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, how we have used that information, and how we share that information, please see “California Privacy Rights Act and Disclosures” in <https://www.firstam.com/privacy-policy>.

Notice of Disclosure. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see “California Privacy Rights Act and Disclosures” in <https://www.firstam.com/privacy-policy>.

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