P.O. Drawer 2687, Chapel Hill, North Carolina 27515-2687 919.968.2200 | invtitle.com

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

Issuing Agent: The Title Center, LLC

Commitment No.: 202510884IL Issuing Office File No.: 202510884IL

Property Address: 19.13 & 22.45 Acres Farmland, Okaw, IL

## **SCHEDULE A**

1. Commitment Date: January 17, 2025 at 08:00 AM

2. Policy to be issued:

a. ALTA 2021 Owner's Policy Proposed Insured: TO COME

> Proposed Amount of Insurance: \$10,000.00 The estate or interest to be insured: Fee Simple

b. ALTA 2021 Loan Policy

Proposed Insured: LENDER TO COME, its successors and/or assigns as their interests may appear

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:

Heirs of Jean Sargant

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Commitment No.: 202510884IL

### SCHEDULE A

(Continued)

## 5. The Land is described as follows:

#### Tract A:

All that part of the North Half of the North Half of the South East Quarter of Section 4 lying East of the Chicago and Eastern Illinois Railroad as now located, in Township 2 North, Range 4 East of the Third Principal Meridian.

### Tract B:

All that part of the South Half of the North Half of the South East Quarter of Section 4 lying East of the Chicago and Eastern Illinois Railroad as now located, in Township 2 North, Range 4 East of the Third Principal Meridian.

All situated in Shelby County, Illinois.

Issued through the Office of: The Title Center, LLC 2055 W. Iles Avenue, Suite B Springfield, IL 62704 Tel. (217) 787-3330 Fax (217) 787-3331 Email info@iltitlecenter.com

**Authorized Countersignature** 

anna Lyons

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Commitment No.: 202510884IL

## 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. Receipt of satisfactory, notarized Seller/Borrower Affidavit (Form SB-1, copy attached).
- 6. Provide the attached ITC Privacy Statement to the Borrower/Buyer at the time of closing.
- 7. As pertaining to the Estate of Jean Sargent:
  - (a) Execution of Deed by all heirs to the proposed insured.
  - (b) Receipt and recordation of satisfactory copy of an affidavit of heirship.
  - (c) Proof of payment of all state and federal death, estate, and/or inheritance taxes.
  - (d) Satisfactory evidence of payment of all debts of the estate OR satisfactory evidence of sufficient assets in the estate to pay said debts.
- 8. Duly authorized and executed deed from Heirs of Jean Sargant, vesting fee simple title in TO COME.
- 9. Joinder of the spouse of the seller in the execution of the proposed deed, if applicable.
- 10. Duly authorized and executed Mortgage by TO COME in favor of LENDER TO COME in the amount of \$10,000.00.

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Commitment No.: 202510884IL

11. In order to issue final policy(ies) (a) Agency must obtain final title update; and (b) settlement agent must provide all required documentation as noted in Commitment.

NOTE: 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 Underwriting Department immediately for further review prior to closing.

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Commitment No.: 202510884IL

## **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. 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.
- 2. Taxes for the year 2024, and subsequent years, not yet due and payable.

Tract A:

Tax I.D. No. 1208-04-00-400-006. Taxes for the year 2023 paid in the amount of \$1,077.04.

Tract B:

Tax I.D. No. 1208-04-00-400-007. Taxes for the year 2023 paid in the amount of \$1,266.94.

- 3. Rights of the public, the State of Illinois, the County, the Township, and the Municipality in and to that part of the Land in question taken, used or dedicated for roads and highways.
- 4. Rights of way for drainage ditches, drainage tiles, feeders, laterals and underground pipes, if any.
- 5. Rights or claims of parties in possession not shown by the Public Records.
- 6. Title to all coal, minerals, oil and gas within and underlying the Land, together with all mining rights and other rights, privileges and immunities relating thereto; including but not limited to that reservation reference in Warranty Deed recorded 03/09/1946 in Book 310 at Page 447. (Parcel II)

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Commitment No.: 202510884IL

### THE FOLLOWING EXCEPTIONS WILL BE SHOWN ON THE OWNERS POLICY ONLY:

- 7. This policy does not insure against loss or damage and the Company will not pay costs, attorneys', or expenses resulting from:
  - (a) Roads, ways or easements or claims of easements not shown by the Public Records.
  - (b) Any lien, or right to a lien, for services, labor, materials, or equipment heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
  - (c) Pending assessments by any taxing authority not yet filed in the Public Records.
- 8. The effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land. Paragraph 2 (c) of the Covered Risks is hereby deleted.
- 9. Mortgage from TO COME for the benefit of LENDER TO COME dated TBD and recorded TBD as Document No. TBD, securing a note in the original principal sum of \$10,000.00, and any other obligations secured thereby and/or described therein.

Note: Title Insurance insured by Investors Title Insurance Company through The Title Center, LLC, 2055 W. Iles Avenue, Suite B, Springfield, IL 62704.

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Commitment No.: 202510884IL

## **SCHEDULE C**

### Tract A:

All that part of the North Half of the North Half of the South East Quarter of Section 4 lying East of the Chicago and Eastern Illinois Railroad as now located, in Township 2 North, Range 4 East of the Third Principal Meridian.

#### Tract B:

All that part of the South Half of the North Half of the South East Quarter of Section 4 lying East of the Chicago and Eastern Illinois Railroad as now located, in Township 2 North, Range 4 East of the Third Principal Meridian.

All situated in Shelby County, Illinois.

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> The Title Center, LLC 2055 W. Iles Avenue, Suite B Springfield, IL 62704 (217) 787-3330 Fax: (217) 787-3331

State of Illinois, County of Shelby

## **SELLER/BORROWER AFFIDAVIT**

(Seller to execute if sale; Borrower to execute if refinance or construction)

Commitment No.: 202510884IL

To induce the above-referenced agent to issue a policy in accordance with the above commitment, the undersigned Seller/Borrower being first duly sworn, depose and say as follows:

- 1. The deponent(s) is/are the owner of the real estate referred to in the above-referenced commitment.
- 2. The deponent(s) is/are a citizen of the United States, is under no legal disability, has not been divorced since purchasing the real estate, and had never been known by any other name (except as listed below), or the Seller/Borrower is not a non-resident alien, foreign corporation, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code or Income Tax Regulations).
- 3. That no proceedings in bankruptcy or receivership have been instituted by or against the deponents(s), nor has deponent(s) made any assignment for the benefit of creditors, which is in effect as to said real estate.
- 4. That there are no actions or proceedings now pending in any State or Federal Court, nor any State or Federal tax liens, or any other State or Federal lien or civil judgment of any kind or nature, including but not limited to support obligations, which could constitute a lien or charge against the real estate.
- 5. That there are no delinquent real estate taxes or unpaid current real estate, special assessments or pending assessments, or unpaid utility bills.
- 6. That there are no unpaid bills or claims for labor, services, or material furnished for alteration, repair or construction of any improvement to said real estate, and no such alteration, repair or construction has occurred within the last six (6) months. NOTE: If alterations, repairs or construction has occurred within this time frame, an Affidavit Regarding Liens must be completed. Please contact the agent listed above for the appropriate form.
- 7. That unless otherwise indicated, the real estate is occupied by deponent(s), and there are no unrecorded liens, leases or options to purchase, or other unrecorded provisions, easements, rights of way, or agreements which encumber the real estate.
- 8. That no dispute exists between deponent(s) and others concerning the title to said real estate, the boundary lines of same, nor the location of the improvements upon this real estate or the adjoining real estate.

Seller/Borrower Affidavit 202510884IL

- 9. The deponent(s) know(s) of no other real estate mortgages on the property other than the mortgage(s) disclosed on the title insurance commitment AND deponent(s) have not made any draws against any open equity line loans secured by the above referenced real estate that are to be paid down or closed as a condition of the loan.
- 10. That unless otherwise indicated, the real estate has not been used as collateral for a loan made to a person other than the deponent(s) or to a business in which the deponent(s) has (have) an interest. If so, please list below.
- 11. There are no purchase money obligations being created in this transfer in favor of any seller.
- 12. There are no mobile or manufactured houses located on the real estate that have not been previously disclosed.
- 13. If you have evidence of prior title insurance on this property, you may be entitled to a reduced premium. Please contact the above agent for details.

Note any exceptions to the above statements he	ere:		
The undersigned agree(s) to indemnify Investoreasonable attorney fees, it may incur by reason			
FURTHER DEPONENT(S) SAYETH NOT.			
SELLER/BORROWER:			
Heirs of Jean Sargant			
BY:			
Executed, subscribed and sworn to me this	day of	, 20	<u> </u>
Notary Public [NOTARY SEAL]	My Commission	on Expires:	

Seller/Borrower Affidavit 202510884IL