

Title Insurance Commitment

ISSUED

First American Title Insurance Company

Commitment

Ringer Farm TI Case No. 220531

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Policy contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at http://www.alta.org/.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact: FIRST AMERICAN TITLE INSURANCE COMPANY 1 First American Way, Santa Ana, California 92707

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SCHEDULE A Insert

Commitment Date

Policies to be Issued, Amounts and Proposed Insureds

3. Interest in the Land and Owner

4. Description of the Land

SCHEDULE B-I - REQUIREMENTS Insert

SCHEDULE B-II – EXCEPTIONS Insert

AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A. this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- · The Exceptions in Schedule B-II.
- The Conditions, Requirements and Standard Exceptions on Page 3.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

First American Title Insurance Company

Dennis J. Gilmore President

Jeffery S. Robinson Secretary

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EVERHART & EVERHART ABSTRACTORS

P.O. Box 37 • Toledo, IL 62468 Phone: 217-849-2671 • Fax 217-849-2671 Policy Issuing Agent



First American Title Insurance Company

(This Commitment is valid only when Schedules A and B are attached)

1

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B – Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B – Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B – Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

REQUIREMENTS

The following requirements must be met:

- 1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- 2. Pay us the premiums, fees and charges for the policy.
- 3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- 4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions relating to the interest or the loan.
- 5. Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.

STANDARD EXCEPTIONS

- 1. Rights or claims by 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 the Title that would be disclosed by an accurate and complete land survey of the land pursuant to "Minimum Standard of Practice," 68 III. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM 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 in the public records.
- 5. Taxes or special assessments, if any, not shown as existing liens by the public records.
- 6. 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.

Form 5011017 (7-1-14) Page 3 of 4 Plain Language Commitment

FIRST AMERICAN TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

Everhart & Everhart Abstractors Case Number: 220531 Invoice Number: 26832

- I. Effective Date and Time: May 31, 2022, at 8:00 o'clock A.M.
- II. Policy or Policies to be issued:
 - A. ALTA Owner's Policy (Revised 6-17-2006) in the amount of \$10,000.00 US.
 - 1. Proposed Insured:

To Be Determined.

- B. ALTA Loan Policy (Revised 06-17-2006) in the amount of \$ US.
 - 1. Proposed Insured:

[No Lender coverage was requested nor is committed; however, should this coverage be desired, it is available prior to closing at an additional cost of Seventy-eight Dollars (\$78.00), excluding the optional ALTA Loan Endorsements, which may also be available].

III. Title to the FEE SIMPLE estate or interest in the land described or referred to in this Commitment is at the effective date and time vested in:

Apparent Record Owner: Chicago Title Land Trust Company, as Trustee under the provisions of a Trust Agreement dated May 14, 2019, and known as Trust No. 8002380849.

IV. The land referred to in this Commitment is described as follows:

[PLEASE SEE PAGE TWO FOR LEGAL DESCRIPTION]

Countersigned at Toledo, Illinois.

Joshua A. Ross (217) 849-2671

COMMITMENT FOR TITLE INSURANCE

Schedule A

LEGAL DESCRIPTION:

The Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section Twenty-eight (28), Township Nine (9) North, Range Eight (8) East of the Third Principal Meridian, except that portion conveyed to the State of Illinois for FAI Route 70;

and also, Seventy-seven (77) acres of even width off the West side of the East Half (E½) of the Southwest Quarter (SW½) of Section Twenty-eight (28), Township Nine (9) North, Range Eight (8) East of the Third Principal Meridian, except the railroad right-of-way and also except the right-of-way of State Highway Route 40;

and also, the North Half (N½) of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Thirty-three (33), Township Nine (9) North, Range Eight (8) East of the Third Principal Meridian, situated in the County of Cumberland and State of Illinois.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B-SECTION 1

Requirements

The following are the requirements to be complied with:

- I. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- II. Proper instrument(s) creating the estate or interest to be insured must be executed in proper form and duly filed for record, to-wit:
 - A. An affidavit regarding the heirship of Winifred E. King. (NOTE: The proposed insurer should be provided a copy of said affidavit prior to closing for review and possible further requirements).
 - B. A Certificate of Trust for Chicago Title Land Trust Company Trust Agreement dated May 14, 2019, and known as Trust No. 8002380849
 - C. A proper conveyance from Apparent Record Owner: Chicago Title Land Trust Company, as Trustee under the provisions of a Trust Agreement dated May 14, 2019, and known as Trust No. 8002380849, to a buyer to be named.

Commitment for Title Insurance

SCHEDULE B-SECTION 2: EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

STANDARD EXCEPTIONS:

- 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 encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete 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/ACSM 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, which are not shown as existing liens by either the public records or the records of any taxing authority that levies taxes or assessments on real property.
- 6. 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.
- 7. Subject to 2022 real estate taxes due and payable in 2023, and for all subsequent taxes.
- 8. Subject to all matters pertaining to conveyance, reservation, lease or other severance of any interest in and to the minerals underlying the real estate described in Schedule A hereof, including, but not limited to express or implied easements for ingress, egress or production. This commitment makes no representation as to the status of title to the minerals underlying the surface of the real estate described herein.
- 9. Subject to security interests, if any, in chattels, trade fixtures and/or growing crops that may be affixed to the real estate pursuant to the provisions of the Uniform Commercial Code.
- *Note for informational purposes: The final 2006 ALTA Policy issued will contain an arbitration provision. When the amount of insurance is \$2,000,000.00 or less, all arbitral matters in dispute shall be arbitrated at the option of either the Company or the Insured and will be the exclusive remedy available to the Parties. You may review a copy of the arbitration rules at http://www.alta.org.

SPECIAL EXCEPTIONS:

1. Subject to a Right of Way Easement in favor of the Ohio Oil Company, dated March 12, 1907, and recorded August 26, 1907, in the Recorder's Office of Cumberland County, Illinois, in Miscellaneous Book 3 at Page 249; said easement embraces the right to construct, lay, operate, maintain, repair and replace a pipeline for the transportation of petroleum products.

Commitment for Title Insurance

SCHEDULE B-SECTION 2: EXCEPTIONS

...continued

- 2. Subject to the interest of any unknown heirs of Winifred E. King.
- 3. Subject to the terms, provisions and limitations of the Trust which holds title to the real estate.

Real Estate Tax Bill Information:

The records at the County Treasurer's Office indicate that the 2021 payable 2022 Real Estate Tax Bills for Parcel Identification Numbers 12-28-100-005, 12-28-300-002 and 12-33-100-002, which embrace subject real estate, haves been paid in full in the amounts of \$501.98, \$766.74 and \$80.66, respectively; the 2022 payable 2023 Real Estate Taxes are a lien on the real estate, but are not yet due or payable. The County Treasurer's Office should be contacted to confirm the amount and payment status of any real estate taxes that are now or may become due.

****** End of Schedule B-Section 2 *********



Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit https://www.firstam.com/privacy-policy/. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

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; and (4) 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.



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 ("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 to submit your request 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 to submit your request or by calling 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 to submit your request 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 to submit your request or by calling toll-free at 1-866-718-0097.

<u>Verification Process</u>. For either a request to know 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. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

<u>Right of Non-Discrimination</u>. 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, please see "What Information Do We Collect About You" in https://www.firstam.com/privacy-policy. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in https://www.firstam.com/privacy-policy.

Notice of Sale. We have not sold the personal information of California residents in the past 12 months.

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 "How Do We Use Your Information" and "How Do We Share Your Information" in https://www.firstam.com/privacy-policy.

Everhart & Everhart Abstractors

A Division of the Sarah Jay Corporation P.O. Box 37, 122 Courthouse Sq., Toledo, Illinois 62468 Invoice

Invoice Number

26832-RINGER FARM

Invoice Date

Jun 7, 2022

Voice: 217-849-2671

Fax: 217-849-2671 E-mail: everhartabst@mchsi.com

Duplicate

Sold To: FIRST MID BANK & TRUST-MATT

1515 CHARLESTON AVE. MATTOON, IL 61938

Page: 1

Customer ID: F1910

Customer PO	Payment Terms	Due Date	Sales Rep ID		
	Net Due	6/7/22			

		•		•	Descrip	tion				Extension
TITLE	COMMITMENT	FEE	-RINGER	FARM	AUCTION,	ΤĪ	CASE	#220531		325.00

Subtotal	325.00
Sales Tax Total Invoice Amoun ⁻	325.00
Payment/Credit Applied	
TOTAL	325.00