

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

SCHEDULE A

1. Commitment Effective Date: **12/05/2022** Commitment No. **1731234-Revised**

2. Policy or Policies to be issued

	Amount
ALTA Owner's Policy (2006 Form)	\$10,000.00
Proposed Insured: To Come	
ALTA Loan Policy (2006 Form)	\$ None
Proposed Insured: None	

3. The estate or interest in the land described or referred to in this Commitment, and covered herein, is fee simple and title to the estate or interest in said land is at the effective date hereof vested in:

Heirs at Law and Devisees of Tobein Tegard, deceased

4. The land referred to in this Commitment is situated in the County of **Woodford**, State of Illinois, and is described as follows:

Parcel 1:
The Northwest Quarter of the Northeast Quarter of Section 28, Township 26 North, Range 2 East of the Third Principal Meridian, EXCEPTING THEREFROM that part previously conveyed for cemetery purposes and FURTHER EXCEPTING THEREFROM Lot No. 2, being a part of the Northeast Quarter of Section 28, Township 26 North, Range 2 East of the Third Principal Meridian, as shown on a plat thereof prepared by Harold D. Imhoff, Illinois Land Surveyor No. 521, dated November 25, 1994, and recorded in Plat Book 40, page 46, as Document No. 9406980, and FURTHER EXCEPTING THEREFROM the following described tract: Beginning at a point on the North line of said Northeast Quarter, which point is 30 feet East from the Northwest corner of said Northeast Quarter and running thence North 87 degrees 55 minutes 02 seconds East along said North line, 533.20 feet; thence South 04 degrees 57 minutes 33 seconds East along a Northerly extension of and along the Westerly fence line of cemetery and said fence line extended 307.00 feet; thence South 33 degrees 01 minute 40 seconds East, 87.45 feet; thence South 01 degree 55 minutes 47 seconds East parallel with the West line of said Northeast Quarter, 265.00 feet; thence South 03 degrees 54 minutes 27 degrees West, 79.01 feet; thence South 33 degrees 20 minutes 38 seconds West, 56.10 feet; thence South 67 degrees 19 minutes 49 seconds West, 56.29 feet; thence South 83 degrees 16 minutes 13 seconds West, 72.49 feet; thence North 81 degrees 01 minute 03 seconds West, 44.71 feet; thence North 74 degrees 30 minutes 12 seconds West, 142.81 feet; thence North 82 degrees 36 minutes 15 seconds West, 41.08 feet; thence North 62 degrees 07 minutes 51 seconds West, 88.45 feet; thence North 28 degrees 41 minutes 11 seconds West, 99.83 feet; thence South 87 degrees 55 minutes 02 seconds West parallel with said North line, 86.89 feet to a point 30 feet East from said West line of the Northeast Quarter; thence North 01 degree 55 minutes 47 seconds West parallel with said West line, 604.67 feet to the point of beginning, as shown on the plat recorded November 8, 2017 as Document No. 1704668, situated in WOODFORD COUNTY, ILLINOIS.

Parcel 2:

The West 28 acres of even width off of the West side of the Southwest Quarter of the Northeast Quarter of Section 28, Township 26 North, Range 2 East of the Third Principal Meridian, situated in WOODFORD COUNTY, ILLINOIS.

Parcel 3:

The Southwest Quarter of the Northeast Quarter of Section 28, Township 26 North, Range 2 East of the Third Principal Meridian, EXCEPTING THEREFROM the West 28 acres of even width, situated in WOODFORD COUNTY, ILLINOIS,

TOGETHER WITH an access easement 33 feet in width over and across the West Half of the Northeast Quarter of the Northeast Quarter of Section 28, Township 26 North, Range 2 East of the Third Principal Meridian, as reserved on the Warranty Deeds recorded January 6, 1995, as Document No. 9500090, and recorded March 15, 1995, as Document No. 9500986, situated in WOODFORD COUNTY, ILLINOIS.

Parcel 4:

The Southeast Quarter of the Northeast Quarter of Section 28, Township 26 North, Range 2 East of the Third Principal Meridian, situated in WOODFORD COUNTY, ILLINOIS,

TOGETHER WITH an easement of ingress and egress over, upon and across the East 2 rods of the Northeast Quarter of the Northeast Quarter of Section 28, Township 26 North, Range 2 East of the Third Principal Meridian, as conveyed by Easement dated November 24, 1961, and recorded November 30, 1961, in Miscellaneous Record 49, page 35, situated in WOODFORD COUNTY, ILLINOIS.

Note: For informational purposes only, the land is described as:

County Road 700 N, El Paso, IL 61738

This commitment is valid only if Schedule B is attached.



Woodford County Title Company
126 North Main Street
Eureka, IL 61530
(309) 467-2711

First American Title Insurance Company

Commitment No. 1731234

SCHEDULE B (EXCEPTIONS)

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records attaching subsequent to the effective 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.

STANDARD EXCEPTIONS:

Informational Note: The final policy to be issued contains an arbitration provision. When the Amount of Insurance is \$2,000,000 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>.

1. Right 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 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. 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.

EXCEPTIONS:

1. General taxes for the year 2022 and subsequent years which are not yet due and payable.
Tax Identification No.: **16-28-200-018, Parcel 1**
General taxes for the year 2021 in the amount of \$435.58 are paid.
2. General taxes for the years 2022 and subsequent years which are not yet due and payable.
Tax Identification No.: **16-28-200-006, Parcel 2**
General taxes for the year 2021 in the amount of \$308.08 are paid.
3. General taxes for the year 2022 and subsequent years which are not yet due and payable.
Tax Identification No.: **16-28-200-007, Parcel 3**
General taxes for the year 2021 in the amount of \$325.94 are paid.

4. General taxes for the year 2022 and subsequent years which are not yet due and payable.
Tax Identification No.: **16-28-200-005, Parcel 4**
General taxes for the year 2021 in the amount of \$1614.26 are paid.
5. Financing statements, if any.
6. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
7. 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.
8. Rights of the United States of America, State of Illinois, the municipality and the Public, in and to that part of the premises in question falling in the bed of the Wolf Creek; also rights of the property owners in and to the free and unobstructed flow of the waters of said River.
Affects Parcels 1, 2, and 3
9. Ingress/Egress Easement dated November 24, 1961 and recorded November 30, 1961 in Miscellaneous Record 49, page 35, across the tract to the North of Parcel 4 for the benefit of Parcel 4 and as conveyed in the Warranty Deed recorded March 15, 1995 as Document No. 9500984 and the Warranty Deed recorded March 15, 1995 as Document No. 9500985, and all terms contained therein.
Affects Parcel 4
10. Access easement 33 feet wide over the West Half of the Northeast Quarter of the Northeast Quarter of Section 28, Township 26 North, Range 2 East of the Third Principal Meridian, for the benefit of Parcel 3 described herein as reserved in the Warranty Deeds recorded January 6, 1995, as Document No. 9500090, and recorded March 15, 1995, as Document No. 9500986, and all terms contained therein.
Affects Parcel 3
11. This commitment, and our policy when issued, does not insure the location of the easement described on Schedule A as part of Parcel 3.
12. Any loss or damage due to the fact that the location of the easement insured on Schedule A as part of Parcel 3 could theoretically cross Wolf Creek and hinder physical access.
13. Building setback line along the North side of premises in question as referenced on the plat recorded December 16, 1994, in Plat Book 40, page 46, as Document No. 94-6980.
Affects Parcel 1
14. Road Right of Way along the North side of premises in question as referenced on the plat recorded December 16, 1994, in Plat Book 40, page 46, as Document No. 94-6980.
Affects Parcel 1
15. This commitment, and our policy when issued, does not guarantee access to Parcel 3 if separated from Parcels 1 and 4. The public records do not show any means of ingress and egress to and from Parcel 3 and by reason thereof, no assurance is provided hereunder of a right of access to and from said Parcel 3 if separated from Parcels 1 and 4.
16. This commitment, and our policy when issued, does not guarantee access to that portion of Parcel 2 lying South and East of Wolf Creek if separated from either of Parcels 1 or 3. The public records do not show any means of ingress and egress to and from that portion of Parcel 2 lying South and East of Wolf Creek and by reason thereof, no assurance is provided hereunder of a right of access to and from said portion of Parcel 2 if separated from either of Parcels 1 or 3.
17. This commitment, and our policy when issued, does not guarantee access to that portion of Parcel 2 lying North and West of Wolf Creek if separated from Parcel 1. The public records do not show any means of ingress and egress to and from that portion of Parcel 2 lying North and West of Wolf Creek and by reason thereof, no assurance is provided hereunder of a right of access to and from said portion of Parcel 2 if separated from Parcel 1.

18. Tobein Tegard, owning the land, died testate on January 9, 2022, leaving a will dated October 28, 2020, and admitted to probate on May 2, 2022, in Case No. 2022PR000092, Circuit Court, Probate Division, McLean County, Illinois. Said will devised the land to Deborah Tegard Harroun, as Trustee of the Tobein Tegard Trust.

Letters testamentary issued to Deborah Tegard-Harroun, Independent Executor, on May 2, 2022.

We have examined the estate of the decedent and note the following with respect thereto:

- (a) Statutory rights and powers of the independent executor.
- (b) Claims allowed or which may be allowed against the estate of the decedent; also expenses of administration.
- (c) **Illinois** Estate Tax which may be charged against the estate of the decedent.
- (d) Federal Estate Tax which may be charged against the estate of the decedent.
- (e) Right of any party interested by appeal to have the order, if any, admitting the will to probate pursuant to 755 ILCS 5/6-21 set aside or reversed within the time allowed by law. Right of any person interested to contest the will within the time allowed by law.
- (f) Right of any person interested to demand formal proof of will within the time provided in 755 ILCS 5/6-21 of the probate act.
- (g) Power of sale conferred on the independent executor by the terms of the will, if any.
- (h) Pursuant to 755 ILCS 5/28-6(A) an inventory properly describing the land must be mailed and delivered to each interested person not less than 30 days prior to the filing of the verified report required by 755 ILCS 5/28-11.
- (i) The independent executor must provide to the surety on the bond, by certified mail, a copy of the inventory of the estate within 90 days of the issuance of letters as required by 755 ILCS 5/28-6(A).
- (j) Possible failure of the independent executor to comply with distribution of the estate under 755 ILCS 5/28-10 and closing the estate pursuant to 755 ILCS 5/28-11.
- (k) Right of any interested person to terminate independent administration as set forth in 755 ILCS 5/28-4(A).
- (l) Legacies created by the will.
- (m) Rights of devisees and legatees to contribution.
- (n) Note: If the conveyance is pursuant to 755 ILCS 5/28-8 of the probate act, the conveyance should so recite and the full consideration for the same should be stated. If the conveyance by the independent executor is pursuant to a power of sale in the will the conveyance should recite that the same is executed in pursuance of the power and authority vested in said party by the last will and testament of Tobein Tegard, deceased, and state therein the full consideration for which it is given.
- (o) If title is to be derived through a deed by one other than the independent executor an instrument of distribution and release should be recorded pursuant to 755 ILCS 5/28-10 of the probate act.

19. Unrecorded leases, if any.

20. Municipal and County ordinances and all matters contained in such ordinances are excluded from the coverage of the policy.

21. Note: Please be advised that any provision contained in any document referenced herein that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.

Note: We have made the usual search against Tobein Tegard and find no judgments of record, other than any noted herein, in Woodford County, Illinois.

End of Schedule B

By: Teresa K. Meghinnes
Authorized Signatory



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