

 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
<b>Commitment</b>	ISSUED BY <b>First American Title Insurance Company</b>  <b>Alliance Land Title, Inc.</b>

**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 Policy Amount 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**



Dennis J. Gilmore, President



Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 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; Schedule B, Part II— Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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;
- (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 Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be 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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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.

*This page is only a part of a 2016 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; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

**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. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option 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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**TITLE INSURANCE COMMITMENT**

BY

***First American Title Insurance Company***

**SCHEDULE A**

1. Commitment Date: **January 13, 2023, 05:00 pm**
2. Policy (or Policies) to be issued: Policy Amount
  - a. Owner's Policy  
Proposed Insured: **TBD**
  - b. Loan Policy  
Proposed Insured: **TBD**
3. **Fee Simple** interest in the land described in this Commitment is owned, at the Commitment Date, by **James L. Kirkton, Sharon S. Hughes, Dean M. Kirkton and Rick L. Kirkton**
4. The land referred to in the Commitment is described as follows:  
**SEE ATTACHED EXHIBIT "A"**

Countersigned  
Alliance Land Title, Inc.

By

  
Authorized Signature

## **EXHIBIT "A"**

**The South Half of the West Half of the Southwest Quarter of Section 10 except beginning at a nail set on the Westerly line of said Section 10, said point of beginning being 486.76 feet North of the stone which marks the Southwest corner of said Section 10, thence North 260.72 feet along the Westerly line of said Section 10 to a nail, thence Easterly on an angle to the left of 91 degrees 27 minutes turned from the last mentioned course 33 feet to an iron rod set for a reference point in the East right of way line of the public road, thence East along the last mentioned course 338.25 feet to an iron rod on the Northerly extension of a North-South fence, thence Southerly 260.72 feet along a line parallel to the Westerly line of said Section 10 said line also being said extension and said fence to an iron rod, thence Westerly on an angel to the left of 91 degrees 27 minutes turned from the last mentioned course 338.25 feet along an existing fence to an iron rod set for reference point on the East right of way line of said public road, thence West along the last mentioned course 33 feet to the point of beginning, in Township 27 North, Range 3 East of the Third Principal Meridian, Livingston County, Illinois.**

**TITLE INSURANCE COMMITMENT**

BY

***First American Title Insurance Company***

**SCHEDULE B - SECTION I**

**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.
5. If First American Title Insurance Company is acting as closing agent on behalf of the proposed Insureds, the following additional requirements must be satisfied at or prior to the closing:
  - a. The borrower and seller must bring a valid government issued photo ID bearing their signature to the closing.
  - b. Each seller must provide a valid forwarding address and social security number to be submitted to the IRS for 1099 purposes.
  - c. 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.
  - d. All funds brought to closing must be in the form of wire transfer, certified 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 1/1/11, Closing Protection Letters will be issued by First American Title Insurance Company to the parties to the transaction if it is closed by First American Title Insurance Company or its approved title insurance agent.
8. Execution of Affidavit of Understanding and Indemnity and Hold Harmless Agreement Due to the COVID-19 Emergency by the Parties to the Contemplated Transaction.

**8. Execution of Affidavit of Understanding and Indemnity and Hold Harmless Agreement Due to the**

**COVID-19 Emergency by the Parties to the Contemplated Transaction.**

**SCHEDULE B - SECTION II**

**EXCEPTIONS**

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

**Standard Exceptions**

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Easements, or claims of easements, not shown by the public records.
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; and
5. Taxes or special assessments that are not shown as existing liens by the Public Records.

**Special Exceptions**

1. **Defects, Liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the Public Records, or 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.**
2. **Any loan 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 First American ALTA Statement form or an equivalent:**
  - a. **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.**
  - 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.**

3. Payment of the full consideration to, or for the account of, the grantors or mortgagors for the estate or interest to be insured.
4. Recordation or registration of duly executed and delivered instruments sufficient to create the estate or interest to be insured.
5. Taxes for the year 2021 and thereafter:

First installment 2021 taxes in the amount of \$677.10 is paid.  
Second installment 2021 taxes in the amount of \$677.10 is paid.  
Taxes for the year 2022 are not yet due and payable.

Permanent Index No. 19-19-10-300-006

6. Building setback lines as shown on the Plat of Record.
7. Easement(s) for utilities as shown on the Plat of Record.
8. Rights of the public, State of Illinois, and the municipality in and to that part of the premises in question taken, used, or dedicated for roads, streets, alleys or highways.
9. Rights of way for drainage tiles, ditches, feeders and laterals.
10. The present Marital Status (including a co-party to a Civil Union pursuant to the IL Religious Freedom Protection and Civil Union Act or any substantially similar legal relationship recognized by another state) of all persons shown on Schedule "A" herein must be disclosed in any subsequent deed of conveyance and/or any Mortgage we are asked to insure, and their spouses (including a co-party to a Civil Union or any substantially similar legal relationship recognized by another state), if any, must join in the execution of said Instruments in order to release any homestead estate.
11. If any document is to be executed by an agent under a power of attorney, the power of attorney form must be submitted to Alliance Land Title prior to closing for approval. Pursuant to 755 ILCS 45/3-3, all powers of attorney must be notarized and also witnessed by at least one witness.
12. Existing leases and tenancies, and rights of tenants thereunder, and those claiming by, through, or under those tenants.
13. Rights of a property manager, if any, to a statutory lien on the premises for its property manager's fee.

**Note:** Furnish Alliance Land Title with an affidavit by the owner stating that there is no property manager for the insured premises. In the absence thereof, provide a waiver of lien by the property manager covering the date of recording of the deed and mortgage to the insured.

**CHAIN OF TITLE:** Quit Claim Deed dated May 25, 2004 and recorded May 28, 2004, as Document No. 00555418 conveying said property from Hugh Max Kirkton and June R. Kirkton to James L Kirkton, Sharon S. Hughes, Dean M. Kirkton and Rick L. Kirkton.



# FIRST AMERICAN TITLE INSURANCE COMPANY

## PRIVACY POLICY NOTICE

This Notice sets forth the privacy policies and practices of First American Title Insurance Company (FATIC). This Notice identifies the sources of nonpublic, personal information we collect regarding our customers, and specifies what measures we take to secure that information.

The words "you" and "your" mean all of our consumer customers who have a business relationship with us, such as:

- ☐ Insureds under FATIC title insurance policies;
- ☐ Parties to real estate transactions;
- ☐ Persons with a trust account; and
- ☐ Borrowers who have a loan account or who have applied for a loan.

"We," "our," and "us" mean FATIC and its affiliated companies listed above.

"Nonpublic personal information" means information about you that we collect in connection with providing a financial product or service to you. Non-public personal information does not include information that is available from public sources, such as telephone directories or government records.

An "affiliate" is a company we own or control, a company that owns or controls us, or a company that is owned or controlled by the same company that owns or controls us. Ownership does not mean complete ownership, but means owning a sufficient share to have control.

A "nonaffiliated third party" is a company that is not an affiliate of ours.

### THE INFORMATION WE COLLECT

We collect nonpublic, personal information about you from the following sources:

- ☐ Information we receive from you on title insurance applications or other forms associated with your transaction with us;
- ☐ Information from a consumer reporting agency;
- ☐ Miscellaneous information about your transaction that becomes part of our file on your transaction with us; and
- ☐ Information about your transactions with nonaffiliated third parties.

We do not disclose any nonpublic, personal information about you to anyone, except as authorized by law.

### THE CONFIDENTIALITY, SECURITY, AND INTEGRITY OF YOUR NONPUBLIC PERSONAL INFORMATION

We restrict access to nonpublic, personal information about you to only those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to protect your nonpublic personal information from unauthorized use.

### NONPUBLIC PERSONAL INFORMATION AND NONAFFILIATED THIRD PARTIES

You have entrusted us with important personal information about you, and we will not disclose your nonpublic, personal information to nonaffiliated third parties, except as permitted by law.

### NONPUBLIC PERSONAL INFORMATION AND FORMER CUSTOMERS

We do not disclose nonpublic, personal information about former customers, except as permitted by law.