



Commitment No.: **22G329**

**COMMITMENT FOR TITLE INSURANCE ISSUED
BY
CHICAGO 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 EXTRACONTRACTUAL 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, Chicago Title Insurance Company, a Florida 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 **180 days** after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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.



Commitment No.: 22G329

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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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.



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>.

Issuing Agent:

**GILLINGHAM ABSTRACT &
TITLE COMPANY**

**220 SIXTH STREET
CARROLLTON, IL 62016**

Telephone # (217) 942-5306
Fax # (217) 942-5148

CHICAGO TITLE INSURANCE COMPANY



By:

President

ATTEST

Secretary

Countersigned:

Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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.





Transaction Identification Data for reference only:

Issuing Agent: **GILLINGHAM ABSTRACT & TITLE COMPANY**
Issuing Office: **220 SIXTH STREET, CARROLLTON, IL 62016**
ALTA Universal ID: **1079506**
Loan ID Number:
Commitment Number: **22G329**
Issuing Office File Number: **22G329**
Property Address: **farmland, Greenfield, IL 62044**
Revision Number:

SCHEDULE A

1. Commitment Date: **10/19/2022** at **4:00 p .m.**
2. Policy to be issued: Proposed Policy Amount:
\$ 10,000.00
(a) ALTA Owner's Policy 2006
Proposed Insured:
Mary Jo Jarzen, Trustee of the John C. Jarzen Trust No. 2015, established by Declaration of Trust dated December 16, 2015, as to an undivided one-half interest, AND John C. Jarzen, Trustee of the Mary Jo Jarzen Trust No. 2015, established by Declaration of Trust dated December 16, 2015, as to an undivided on-half interest (or their designees)
3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**
(Identify estate covered, i.e., fee, leasehold, etc.)
4. Title to the **Fee Simple** estate or interest in the Land is at the Commitment Date vested in:
Mary Jo Jarzen, Trustee of the John C. Jarzen Trust No. 2015, established by Declaration of Trust dated December 16, 2015, as to an undivided one-half interest, AND John C. Jarzen, Trustee of the Mary Jo Jarzen Trust No. 2015, established by Declaration of Trust dated December 16, 2015, as to an undivided on-half interest
5. The Land is described as follows:
The Southeast Quarter of the Southwest Quarter of Section Seven (7); the Northeast Quarter of the Northwest Quarter of Section Eighteen (18); and a tract described as follows: Commencing at the Northeast corner of the West Half of the Northwest Quarter of Section Eighteen (18), thence West 73 feet, thence South 304 feet, thence East 73 feet, thence North 304 feet to the place of beginning; all in Township Eleven (11) North, Range Eleven (11) West of the Third Principal Meridian, situated in the County of Greene, in the State of Illinois.

See Continuation Sheet

Agent Name: **GILLINGHAM ABSTRACT & TITLE COMPANY**

By: 
Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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.

Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





CHICAGO TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION

SCHEDULE A
Legal Description (Continued)

File No.: **22G329**

EXCEPT any interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.



SCHEDULE B, PART I
Requirements

File No.: **22G329**

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. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact your local Title office regarding the application of this new law to your transaction.
7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
9. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may

See Continuation Sheet

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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.

Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





CHICAGO TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B, PART I
Requirements (Continued)

File No.: **22G329**

amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.



SCHEDULE B, PART II
Exceptions

File No.: **22G329**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General 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 land survey of the 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.
 5. Taxes or special assessments which are not shown as existing liens by the Public Records.
 6. We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
 7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
- 8. Taxes for the year 2022 which are a lien although not yet due or payable.**

NOTE:

Property Tax Number: 09-07-300-004. (40A)

2021 taxes paid in the amount of \$1,918.16.

Property Tax Number: 09-18-100-002. (40.5A)

2021 taxes paid in the amount of \$722.92.

Note: The property tax numbers, acres and amounts paid are shown for identification purposes only, this office does not warrant the information provided.

- 9. Rights of the public, the State of Illinois, the county, the township and the municipality in and to that part of the premises in question taken, used, or dedicated**

See Continuation Sheet

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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.

Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





SCHEDULE B, PART II
Exceptions (Continued)

File No.: **22G329**

for roads or highways.

10. Rights of way for drainage ditches, drain tiles, feeders, laterals, and underground pipes, if any.
11. Terms, powers, provisions and limitations of the trust under which title to said land is held.
12. Right of Way Easement to Greene County Rural Water District dated May 20, 2004, and recorded June 30, 2005, in Book 413, page 215, as Doc. No. 136739.
13. Right of Way Easement to Greene County Rural Water District dated June 28, 2011, and recorded December 22, 2011, in Book 649, page 102, as Doc. No. 154997.
14. Mortgage dated April 21, 2009 and recorded April 21, 2009 in Book 565, page 29, as Doc. No. 148335 made by John C. Jarzen to Farm Credit Services of Illinois, FLCA, in the principal amount of \$240,000.00 with interest as therein specified and subject to covenants, agreements, and conditions therein contained.
15. All rights and easements in favor of the holder of any interest in the mineral estate or of any party claiming by, through, or under said holder, if any. **NOTE:** No examination has been made of the title to minerals underlying the land.
16. Financing statements, if any.
17. Existing unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through or under the lessees.
18. **NOTE FOR INFORMATION:** Attention is directed to ordinances and regulations regarding connections, charges and liens for the use of any public sewerage, water or other utility systems serving the land referred to herein. We call your attention to the fact that all sewer and utility bills should be obtained from the offices supplying the service. We indicate only recorded liens.
19. **NOTE:** It appears that the amount of insurance stated in Schedule A may be less than 80 percent of the lesser of: (1) the value of the insured estate or interest or (2) the full consideration paid for the land. Your attention is directed to those provisions of paragraph 7(b) of the conditions and stipulations of the owner's policy which provide that in such case, the company may only be obligated to pay part of any loss insured against under the terms of the policy.

GILLINGHAM ABSTRACT & TITLE COMPANY

PHONE (217) 942-5306

220 SIXTH STREET
CARROLLTON, IL 62016

FAX (217) 942-5148

Email: gatctitle@richardgillingham.net

Allan Worrell
Worrell Land Services

Jacksonville, IL 62650

REFERENCE: John Jarzen Trust No. 2015
Mary Jo Jarzen Trust No. 2015

OFFICE FILE NUMBER: 22G329

=====	
INVOICE DATE: 10/24/22	
	BORROWER /BUYER SELLER
CLOSING PROTECTION LETTER- BORROWER	
CLOSING PROTECTION LETTER – LENDER	
ILLINOIS POLICY FEE	
OVERNIGHT DELIVERY TO UPS	
SETTLEMENT / ESCROW FEE	
SEARCH & EXAM (Includes Later-Date Search)	\$100.00
TITLE INSURANCE CHARGES:	
LENDERS POLICY - \$ Minimum Commitment for Sale	
ENDORSEMENTS (Location, EPA, ALTA 9)	
WIRE TRANSFER FEE, IF APPLICABLE	
	=====
TOTAL INVOICE	\$100.00

THANK YOU FOR YOUR BUSINESS!

TERMS: PLEASE REMIT PAYMENT WITH REMITTANCE COPY ON DATE OF CLOSING. SHOULD THIS ORDER BE CANCELLED, ANY CHARGES FOR WORK COMPLETED TO DATE BECOME DUE AND PAYABLE.