

ALTA COMMITMENT FOR TITLE INSURANCE



Issued by OLD REPUBLIC NATIONAL 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, **Old Republic National 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 Amount of Insurance 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.

WEST STATE TITLE COMPANY

Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607

(612) 371-1111

www.oldrepublictitle.com

By

President

Attest

Secretary

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ORT Form 4757

ALTA Commitment for Title Insurance 2021 v. 01.00

07/01/2021

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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; and
- 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 is not liable for any other amendment to this Commitment.

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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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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.

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9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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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EXHIBIT "A"

TRACT 1:

The East Half of the Northwest Quarter of Section 7 being 20.62 chains wide at the South end and 21.95 chains wide at the North end;

Also, the West Half of the said Northwest Quarter of Section Number 7 being 20.87 chains wide at the South end and 22.2 chains wide at the North end;

EXCEPT a tract of land commencing at a point marking the Northwest Quarter corner of the aforementioned Section 7; thence South 00 degrees 54 minutes 18 seconds West (along the East line of the Northwest Quarter), a distance of 550.57 feet to the true point of beginning; thence continue South 00 degrees 54 minutes 18 seconds West (along said East line) 998.41 feet; thence North 59 degrees 52 minutes 23 seconds West (leaving said East line) 431.23 feet; thence North 04 degrees 02 minutes 50 seconds East 426.68 feet; thence North 12 degrees 34 minutes 14 seconds East 349.53 feet; thence North 86 degrees 56 minutes 43 seconds East 282.96 feet to the point of beginning;

All of the above-described lands lying and being in Township 1 South of the Base Line, Range 3 West of the Fourth Principal Meridian, situated in the County of Brown and State of Illinois.

TRACT 2:

The Northwest Quarter of Section Number 5;

Also, a part of the East Half of the Northeast Quarter of Section Number 6 in Township 1 South of the Base Line, Range 3 West of the Fourth Principal Meridian, situated in Brown County, Illinois, being all of said East Half lying East of the public road and North of the excepted tract hereinafter described:

EXCEPTING THEREFROM the following described tract, to-wit:

A part of the Southeast Quarter of the Northeast Quarter of Section 6; a part of the Southwest Quarter of the Northwest Quarter of Section 5, Township 1 South of the Base Line, Range 3 West of the Fourth Principal Meridian, Brown County, Illinois, being more particularly bounded and described as follows, to-wit:

The point of beginning being described as the East Quarter corner of Section 6, thence West 39.12 feet along the South line of the Northeast Quarter of Section 6; thence North 02 degrees 48 minutes 23 seconds West, 426.51 feet; thence East 57.52 feet to the North-South line between Sections 5 and 6; thence continuing East 263.48 feet; thence South 03 degrees 05 minutes East 171.05 feet; thence North 87 degrees 30 minutes East 146.50 feet; thence South 00 degrees 20 minutes East 261.50 feet to the North line of the Southwest Quarter of Section 5; thence West along the South line of the Northwest Quarter of Section 5, 418 feet to the place of beginning, as shown in Plat recorded in Plat Book #1 of Plats, page 167 of the records in the Recorder's Office of Brown County and State of Illinois;

EXCEPTING THEREFROM the following described tract, to-wit:

A part of the Northwest Quarter of Section 5, Township 1 South, Range 3 West of the Fourth Principal Meridian, in Brown County, Illinois, described as follows:

Commencing at the North Quarter corner of Section 5; thence South 88 degrees 57 minutes 43 seconds East 16.24 feet along the North line of Section 5 to the centerline of Federal Aid Route 550 (IL Rte. 99); thence South 0 degrees 31 minutes 14 seconds East 1495.35 feet along the centerline of FA Rte. 550; thence South 89 degrees 28 minutes 46 seconds West 40.00 feet to the existing West right of way line of FA Route 550 and the point of beginning; thence South 0 degrees 31 minutes 14 seconds East 300.00 feet along said existing West right of way

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line; thence South 89 degrees 28 minutes 46 seconds West 10.00 feet; thence North 0 degrees 31 minutes 14 seconds West 300.00 feet; thence North 89 degrees 28 minutes 46 seconds East 10.00 feet to said existing West right of way line and the point of beginning;

EXCEPTING THEREFROM the following described tract, to-wit:

A part of the Northwest Quarter of Section 5, Township 1 South, Range 3 West of the Fourth Principal Meridian, in Brown County, Illinois, described as follows:

Commencing at the North Quarter corner of Section 5; thence South 88 degrees 57 minutes 43 seconds East 16.24 feet along the North line of Section 5 to the centerline of Federal Aid Route 550; thence South 0 degrees 31 minutes 14 seconds East 995.35 feet along said centerline; thence South 89 degrees 28 minutes 46 seconds West 30.00 feet to the existing West right of way line of FA Route 550 and the point of beginning; thence South 0 degrees 31 minutes 14 seconds East 70.00 feet along the existing West right of way line; thence South 89 degrees 28 minutes 46 seconds West 10.00 feet; thence North 0 degrees 31 minutes 14 seconds West 70.00 feet; thence North 89 degrees 28 minutes 46 seconds East 10.00 feet to the existing West right of way line and the point of beginning;

TOGETHER WITH a perpetual easement for the laying, maintaining and future replacement of a 6-inch subsurface drainage tile, which easement shall be 30 feet in width along a centerline 35 feet in length, the said centerline shall commence at a point which is described as follows:

Commencing 426.01 feet North of the Southwest Quarter of the Northwest Quarter of Section 5 on the section line, thence East 263.48 feet to a 1 inch iron pipe, thence South 03 degrees 05 minutes East 171.05 feet to the beginning point of said centerline, thence running 45 degrees West into the lake afore-described.

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SCHEDULE B I COMMITMENT

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 the 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.

Deed

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. If **West State Title Company dba Terrill Title Co., Inc.** is acting as closing agent on behalf of the Proposed Insureds, the following additional requirements must be satisfied at or prior to closing:
 - (a) Each Seller must provide a valid forwarding address and social security number to be submitted to the IRS for 1099 purposes.
 - (b) 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.
 - (c) Pursuant to the "Good Funds" section of the Illinois Title Insurance Act all funds brought to closing must be in the form of wire transfer, certified or cashier's check provided that funds in excess of \$50,000.00 must be received by wire transfer. Please contact the Company for more information on the application of this requirement to your transaction.
 - (d) Pursuant to Illinois law, Closing Protection Letters shall be issued by Old Republic National Title Insurance Company to the parties to the transaction if it is closed by Old Republic National Title Insurance Company or its approved title insurance agent. The following charges shall be added to the Settlement Statement: \$25.00 for Lender coverage, \$25.00 for Buyer coverage and \$50.00 for Seller coverage. A refinance transaction will be \$50.00 for Borrower coverage plus Lender coverage as shown above.
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.

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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. The Company should be provided a statement from the Borrower(s) relative to any mortgage shown on Schedule B disclosing whether the Borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or postponed payments or other restructuring of the debt secured by the mortgage.
10. 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 may be shown as an exception to Title on the Policy, when and if issued.

End of Schedule B I

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SCHEDULE B II COMMITMENT

EXCEPTIONS FROM COVERAGE

Policy Number:

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. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate 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/NSPS land title survey standards for commercial/industrial property.
5. 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.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. No search has been made for filings under the Uniform Commercial Code except for the County or Counties where the Land is located and we find none of record unless shown on Schedule B. (NOTE: We do not search for State UCC filings.)
8. 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 for roads or highways.

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9. All assessments and taxes for the year 2023 and all subsequent years which are a lien although not yet due and payable.

Taxes for the year 2022 in the amount of \$6,344.54 are as follows:

1st installment in the amount of \$3,172.27 paid.

2nd installment in the amount of \$3,172.27 paid.

Tax I.D. #05-07-100-001 Tract 1.

Taxes for the year 2022 in the amount of \$1,082.20 are as follows:

1st installment in the amount of \$541.10 paid.

2nd installment in the amount of \$541.10 paid.

Tax I.D. #05-06-200-002 Tract 2.

Taxes for the year 2022 in the amount of \$6,590.36 are as follows:

1st installment in the amount of \$3,295.18 paid.

2nd installment in the amount of \$3,295.18 paid.

Tax I.D. #05-05-100-002 Tract 2.

10. Rights of way for drainage ditches, drain tile, feeders, laterals and underground pipes, not shown of record.

NOTE: Drainage assessments and drainage taxes are included in the General Exceptions herein before shown on Schedule B and should be considered when dealing with the Land.

11. Easement granted to Dakota Access, LLC dated January 29, 2016 and recorded March 8, 2016 as Document [#2016-0171](#). (Affects Tract 1)

Supplement to Easement Agreement dated September 27, 2017 and recorded October 19, 2017 as Document [#2017-0941](#).

12. Easement granted to General Telephone Company of Illinois dated September 23, 1970 and recorded November 12, 1970 in Book 16 at page 475 as Document [#70-494](#). (Affects Tract 2)
13. Easement for Drainage Tile dated October 23, 1973 and recorded October 25, 1973 in Book 18 at page 55 as Document [#73-697](#). (Affects Tract 2)
14. Easement granted to City of Mt. Sterling, Illinois dated June 12, 1986 and recorded September 11, 1986 in Book 28 at page 59 as Document [#86-891](#). (Affects Tract 2)
15. Easement granted for water transmission dated November 30, 1987 and recorded December 3, 1987 in Book 30 at page 81 as Document [#87-1118](#). (Affects Tract 2)
16. Easement granted to Prairie Power, Inc. dated May 6, 2023 and recorded July 24, 2023 as Document [#2023-0580](#). (Affects Tract 2)
17. Easement granted to Prairie Power, Inc. dated May 6, 2023 and recorded July 24, 2023 as Document [#2023-0579](#). (Affects Tract 2)
18. Rights of the owners of lands bordering upon the lake in and to that part of the land inundated by the waters of said lake.
19. Consequences of the meandering of the lake.
20. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this

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commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

21. We should be furnished (A) Certification from the Illinois Secretary of State that Hendrick Family, LLC has properly filed its Articles of Organization, (B) A copy of the Articles of Organization, together with any amendments thereto, (C) A copy of the Operating Agreement, if any, together with any amendments thereto, (D) A list of incumbent managers or of incumbent members if managers have not been appointed, (E) Certification that no event of dissolution has occurred, and (F) the executed Affidavit of LLC.

NOTE: In the event of a sale of all or substantially all of the assets of the L.L.C. or of a sale of L.L.C. assets to a member or manager, we should be furnished a copy of a resolution authorizing the transaction adopted by the members of said L.L.C.

End of Schedule B II

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TERRILL TITLE COMPANY, INC.



Privacy Statement

West State Title Company (“WSTC”) respects the privacy and security of your non-public personal information (“Personal Information”) and protecting your Personal Information is one of our top priorities. This Privacy Statement explains WSTC’s privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. WSTC follows the privacy practices described in this Privacy Statement and, depending on the business performed, WSTC and its companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you, your lender, attorney or agent, on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders, attorneys, agents, and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with other companies with which WSTC is affiliated, such as insurance companies, agents, and other real estate service providers, to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information / Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, WSTC’s current policy is to maintain customers’ Personal Information for no less than your state’s required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
West State Title Company
230 West State Street
Jacksonville, IL 62650

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. The revision date of this Privacy Statement, as shown below, indicates the last time this Privacy Statement was revised or materially changed. You may also contact our office for the most current version of our Privacy Statement. Revised 07/16.