 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Commitment	

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 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, **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.

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(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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 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule A	

Transaction Identification Data for reference only:

Issuing Agent: Marshall County Title Company
 Issuing Office: 116 S. Main Street
 P.O. Box 188
 Lacon, Illinois 61540
 (309) 246-2513
marshallcountytile@mchsi.com
 (309) 246-3496 (fax)

Customer Reference: Simpson
 Commitment No.: 23-190
 Property Address: Pattonsburg Road, Toluca, Illinois 61369
 Revision Date:

SCHEDULE A

1. Commitment Date: December 20, 2023 at 8:30 a.m.

2. Policy to be issued:

(a) ☒ 2006 ALTA® Owner's Policy
 Proposed Insured:
 Proposed Policy Amount:

(b) ☐ 2006 ALTA® Loan Policy
 Proposed Insured:
 Proposed Policy Amount:

3. The estate or interest in the Land described or referred to in this Commitment is fee simple.

4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:

Jane Simpson

5. The Land is described as follows

A part Lots 1, 2, 3 and 15 in the Pierce Perry Estate Subdivision of Section 26, T29N, R1W of the 3rd P.M., Marshall County, Illinois. More particularly bounded and described as follows and bearings are for the purpose of description only:--

Beginning at an iron rod at the Northeast Corner of the SE¼ of said Section 26; Thence S 01°09'38" E, along the East line of said SE¼, a distance of 219.61 feet to an iron rod; Thence S 87°10'00" W, a distance of 2668.50

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feet to an iron rod at the Northeast corner of a 2.40 acre tract; Thence S 88°08'43" W, along the North line of said tract, a distance of 403.00 feet to the Northwest corner of said tract and also being the center of a Public Road; Thence N 28°02'39" W, a distance of 232.95 feet; Thence N 28°06'04" W, a distance of 561.32 feet; Thence with a curve turning to the right with an arc length of 225.02 feet, with a radius of 442.02 feet, with a chord bearing of N 13°31'06" W, , with a chord length of 222.59 feet; Thence N 01°03'56" E, a distance of 104.14 feet to the North line of said Lot 3. The last four (4) named courses being along said centerline; Thence N 87°09'29" E, along said North line and continuing along the North line of said Lots 2 and 1, a distance of 3470.74 feet to an iron rod at the Northeast corner of said Lot 1; Thence S 01°27'36" E, along the East line of said NE¼, a distance of 829.13 feet to the Place of Beginning and containing 79.75 acres, more or less. Subject to the right-of-way of the Public Road along the West side of the above described tract and also subject to all easements of record.

FIRST AMERICAN TITLE INSURANCE COMPANY


Justin Meierkord

By: _____
Authorized Signatory
Marshall County Title Company

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	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule BI & BII	

Commitment No.: 23-190

SCHEDULE B, PART I

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 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. *If this office is requested to act as closing agent for this transaction, the loan package and closing figures must be presented at least one business day prior to closing. If any one party to the transaction will not attend closing, all closing figures must be presented at least three business days prior to closing.*
6. Upon receipt of the loan package subsequent to the final approval and circulation of any Closing Disclosures and it is determined that the lender has not provided adequate funds for recording charges, our office will pay for said difference in recording charges and send a statement for funds advanced to the lender.
7. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective as of January 1, 2010. This law imposes stricter rules on the type of funds that can be accepted for real estate closing and requires wired funds in many circumstances. Contact your settlement agent to confirm the type of funds that are required for your transaction.
8. Each Seller must provide a valid forwarding address and social security number which shall be submitted to the IRS by this office for 1099-S reporting purposes.
9. *If our office does not act as closing settlement agent, we must be provided a copy of all closing disclosures and settlement statements signed by all parties to the transaction.*
10. *If our office does not act as closing settlement agent, we must be provided a copy of all of the seller's loan/mortgage payoff statements.*

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION

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SCHEDULE B, PART II

Exceptions (continued)

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.

Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.

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:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements, not shown by public records.
3. Any encroachments, encumbrance, violation, variation or adverse circumstance affecting 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.
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, not shown as existing liens by the public records.
6. 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.
7. Real Estate Taxes for the year 2023 payable in 2024 and thereafter:

Real Estate Taxes for the year 2022 payable in 2023 in the amount of \$2,385.64 have been paid in full. Real Estate Taxes for the year 2023 payable in 2024 are not yet due or payable.

The tax parcel number listed below is provided solely for informational purposes, without warranty, as to accuracy or completeness.

Property Index Number: 13-26-200-003

Real Estate Taxes for the year 2022 payable in 2023 in the amount of \$1,206.22 have been paid in full. Real Estate Taxes for the year 2023 payable in 2024 are not yet due or payable.

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The tax parcel number listed below is provided solely for informational purposes, without warranty, as to accuracy or completeness.

Property Index Number: part of 13-26-100-008

Real Estate Taxes for the year 2022 payable in 2023 in the amount of \$3,338.62 have been paid in full. Real Estate Taxes for the year 2023 payable in 2024 are not yet due or payable.

The tax parcel number listed below is provided solely for informational purposes, without warranty, as to accuracy or completeness.

Property Index Number: part of 13-26-400-001

8. Mortgage dated June 13, 2023 and recorded on June 13, 2023 in the Office of the Marshall County, Illinois Recorder of Deeds in Book 1066 at Pages 271-291, as Document Number 202300000838, by and between Jane A. Simpson and given to Compeer Financial, FLCA to secure a promissory note in the principal amount of \$40,000.00 and such other additional sums as provided for therein. (Mortgage secures additional real estate)
9. Mortgage dated December 14, 2023 and recorded on December 14, 2023 in the Office of the Marshall County, Illinois Recorder of Deeds in Book 1074 at Pages 73-78, as Document Number 202300001906, by and between Jane A. Simpson and given to Compeer Financial, FLCA to secure a promissory note in the principal amount of \$30,000.00 and such other additional sums as provided for therein. (Mortgage secures additional real estate)
10. Rights of farm tenants, if any, for the 2023 and 2024 crop years.

Note: Please provide satisfactory evidence of termination of farm tenancy for the 2024 crop year delivered prior to November 1, 2023.
11. Nothing in this Commitment/Policy should be construed as insuring acreage.
12. Any claim that the Title is subject to a trust or lien created under the Perishable Agricultural Commodities Act (7 U.S.C. §§ 499a, et seq.), the Packers and Stockyards Act (7 U.S.C. §§ 181, et seq.) or under similar federal or state laws.
13. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any, not shown of record.
14. Existing easements for public and quasi-public utilities.
15. 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.
16. Municipal and county ordinances and zoning regulations.

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Privacy Notice

Effective: November 1, 2019

Notice Last Updated: November 1, 2019

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. For more information about our privacy practices, please visit <https://www.firstam.com/privacypolicy/index.html>. 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 both **personal** and **non-personal information** about and from you. **Personal information** is non-public information that can be used to directly or indirectly identify or contact you. **Non-personal information** is any other type of information.

How Do We Collect Your Information? We collect your **personal** and **non-personal 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 personal 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. We may use your **non-personal information** for any purpose.

How Do We Share Your Personal Information? We do not sell your **personal information** to nonaffiliated third parties. We will only share your **personal 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. If you have any questions about how First American shares your **personal information**, you may contact us at dataprivacy@firstam.com or toll free at 1-866-718-0097.

How Do We Secure Your Personal Information? The security of your **personal information** is important to us. That is why we take commercially reasonable steps to make sure your **personal information** is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your **personal information**.

How Long Do We Keep Your Personal Information? We keep your **personal 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 **personal information**. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices by sending an email to dataprivacy@firstam.com or toll free at 1-866-718-0097.

International Jurisdictions: Our Products are hosted and 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 **personal information** to us in the US, and you consent to that transfer and use of your **personal 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 of your personal information; (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 and submitting written proof of such authorization to dataprivacy@firstam.com.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from 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 and submitting written proof of such authorization to dataprivacy@firstam.com.

Verification Process. 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 personal 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.

Right to Opt-Out. We do not sell your personal information to third parties, and do not plan to do so in the future.

Right of Non-Discrimination. 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.

Collection Notice. The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

Categories of Personal Information Collected	The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.
Categories of Sources	Categories of sources from which we've collected personal information include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties.
Business Purpose for Collection	The business purposes for which we've collected personal information include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent or illegal activity.



First American Title™

Categories of
Third Parties
Shared

The categories of third parties with whom we've shared **personal information** include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service providers; government entities; operating systems and platforms; social media networks; non-affiliated third parties; affiliated third parties

Categories of Personal Information We Have Sold In The Past Year. We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

Categories of Personal Information Disclosed For A Business Purpose In The Past Year. The following is a list of the categories of **personal information** of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.

ALTA 2006 LOAN AND EXTENDED COVERAGE STATEMENT (ILLINOIS FORM)

File No: 23-190

Date: _____

With respect to the land described in the above Commitment, the Signatories herein make the following statements to induce First American Title Insurance Company and its Agent, Marshall County Title Company, to issue the subject title policy or policies, now or in the future.

STATEMENT OF SELLER(S) AND PURCHASER(S)

The seller(s) and purchaser(s) certify:

- 1) No contracts for the furnishing of any labor or material to the land or the improvements thereon have been let that have not been fully performed and satisfied.
- 2) No labor or materials have been furnished within the previous six months that has not been paid in full;
- 3) No security agreements or leases in respect to any goods or chattels that have or will become attached to the land or any improvements thereon as fixtures, have been given or are outstanding that have not been fully performed and satisfied;
- 4) There are no unrecorded leases to which the land may be subject that are for more than a three-year term or contain an option to purchase, right of renewal, right of first refusal or other unusual provisions;
- 5) There are no unrecorded contracts, deed, mortgage, lines of credit, leases or options affecting the subject property
- 6) No special assessments affect the land and no notice has been received of any proposed special assessments or common expense assessments;
- 7) No homeowners association affects the land;
- 8) The only occupants of the subject property are the Sellers or Purchasers;
- 9) No proceedings in bankruptcy or receivership or other action in any state or federal court affecting the property are pending.

The above certifications are true except for:

STATEMENT OF MORTGAGOR(S)

The mortgagor(s) (if any) certifies that the mortgage and the principal obligations it secures are good, valid and free from all defenses; that any person purchasing the mortgage and the obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited. This certification is made to enable the holder or holders, from time to time, of the mortgage, and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the Purchasers or Pledgees thereof against and defenses thereto by the Mortgagor or the Mortgagor's heirs, personal representative or assigns.

Seller

Buyer

Jane A. Simpson

LENDER'S DISBURSEMENT STATEMENT

The undersigned hereby certifies that the proceeds of the loan, secured by the mortgage insured under the loan policy to be issued pursuant to the above Commitment, were fully disbursed to or on the order of the mortgagor on _____. To the best knowledge and belief of the undersigned, the proceeds will not be used to finance future improvements or repairs on the land.

Date: _____

Signature: _____

EXTENDED COVERAGE AFFIDAVIT OR NO NEW IMPROVEMENTS (ILLINOIS FORM)

File No: 23-190

Date: _____

This affidavit is given to First American Title Insurance Company and its Agent, Marshall County Title Company, as an inducement to issue extended coverage on the proposed Owner's and/or Loan Policies over questions of survey, encroachments, and easements not shown of record. The undersigned owners of record, sellers, or mortgagors, being first duly sworn on oath, states as follows:

There have been no new improvements made to the property covered by the commitment since the survey of said property attached hereto (if applicable);

I/We have not entered into any unrecorded agreements granting utility or other easements over, across, or under the land to any public or quasi-public utility or to any other person;

I/We have not received any notice of unrecorded agreements granting utility or other easements over, across, or under the land;

I/We have not received any notice or obtained any knowledge of the exercise or attempted exercise of unrecorded utility rights or other unrecorded easement rights by any public or quasi-public utility or by any other person over, across, or under the land;

AND, I/We certify that the improvements (house, garage, outbuilding, fences, etc.) on the subject property are within the boundary, easement and set back lines, if any, of said property, and that there are no encroachments (house, garage, outbuildings, fences, walkways, driveways, eaves, drains, etc.) of improvements of adjoining property onto our property and there is no issue of adjoining property owners against us, nor by us against any adjoining property owner, as to the location of boundary lines or disputes as to occupancy of any portions of our property or their property.

(Use space below to explain any disputes. Attach extra sheets if necessary)

Seller	Buyer
_____ Jane A. Simpson	_____ _____

I, the undersigned, a Notary Public DO HEREBY CERTIFY THAT Jane A. Simpson, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument appeared before me this day in person acknowledged that he/she/they has/have signed, sealed and delivered said instrument as his/her/their free and voluntary act(s) for the purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 20____.

Notary Public

Stamp Notary Seal Here

I, the undersigned, a Notary Public DO HEREBY CERTIFY THAT _____, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument appeared before me this day in person acknowledged that he/she/they has/have signed, sealed and delivered said instrument as his/her/their free and voluntary act(s) for the purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 20____.

Notary Public

Stamp Notary Seal Her

TAX PRORATION CALCULATION SHEET

Tax year 2023 payable in 2024

Current Assessed Value:	\$31,270.00	PIN 13-26-200-003
	\$17,838.00	part of PIN 13-26-100-008
Total Assessed Value:	\$49,108.00	
Current available tax rate	x	8.18710%
Total Estimated Taxes Per Year	\$4,020.52	
	\$4,154.22	

THESE FIGURES ARE ESTIMATES ONLY. THEY ARE BASED UPON CURRENT INFORMATION AVAILABLE FROM THE SUPERVISOR OF ASSESSMENTS. FIGURES ARE ROUNDED OFF TO THE NEAREST CENT.

Seller

Buyer

Jane A. Simpson

REAL ESTATE TAX ADJUSTMENT AGREEMENT

File No. 23-190

Closing Date: _____

TAX ADJUSTMENT (Mark A, B or C)

_____ A. TAX ADJUSTMENT OUTSIDE CLOSING

It is hereby agreed by and between the parties that no tax proration has been or will be made at this time. Therefore, it is agreed that the seller(s) will be responsible for the real estate taxes for the year _____. Furthermore, the parties agree to make an adjustment between themselves when the tax bill for real estate taxes for _____ becomes payable. For the purpose of this adjustment the closing date is stated above.

 x B. TAX ADJUSTMENT MADE AT THE TIME OF CLOSING

The undersigned parties state and agree to the following:

1. The parties understand the manner in which real estate taxes have been prorated and are in agreement with the method used to estimate taxes, which are not yet due and payable. Unless the sales contract or other agreement between the parties calls for a post closing adjustment the dollar amount shown in the closing statement for tax proration is a final adjustment and not subject to change.
2. The buyer(s) acknowledges that they received credit for taxes which are a lien but not yet due and payable and has an obligation to obtain all real estate tax bills for taxes as they become payable.
3. The seller(s) acknowledges that he has an obligation to forward any real estate tax bill that come into their possession to the buyer.

_____ C. NO TAX ADJUSTMENT

The undersigned acknowledge that no real estate tax adjustment was made at the time of closing.

1. Buyer(s) is/are to assume and pay _____ real estate taxes and thereafter.
2. Seller(s) to pay _____ taxes when due and payable.

RELEASE

The undersigned parties hereby release and discharge MARSHALL COUNTY TITLE COMPANY and any employees thereof from any and all liability or any loss or damage claimed by them as a result of any of the following acts or omissions.

1. The method used in determining taxes which are not yet due and payable for proration purposes.
2. The failure of the responsible party to obtain a tax bill and pay taxes which are not yet due or payable.
3. The failure of either party to make and/or honor a tax adjustment between themselves, if a post closing tax adjustment has been agreed upon.

It is further agreed that disbursement of said taxes according to the adjustment agreed upon, are subject to the separate Escrow Disbursement Agreement signed by Buyer(s) and Seller(s).

Seller

Buyer

Jane A. Simpson

STATE OF ILLINOIS

COUNTY OF MARSHALL

**AFFIDAVIT AND INDEMNITY REGARDING
PERISHABLE AGRICULTURAL COMMODITIES ACT
AND PACKERS AND STOCKYARD ACT STATUTORY TRUST**

Personally appeared before me, the undersigned individuals, ("Owner") who, being duly sworn according to law, deposes and says on oath, as follows:

THAT Owner is the owner of the following described property:

A part Lots 1, 2, 3 and 15 in the Pierce Perry Estate Subdivision of Section 26, T29N, R1W of the 3rd P.M., Marshall County, Illinois. More particularly bounded and described as follows and bearings are for the purpose of description only:--

Beginning at an iron rod at the Northeast Corner of the SE¼ of said Section 26; Thence S 01°09'38" E, along the East line of said SE¼, a distance of 219.61 feet to an iron rod; Thence S 87°10'00" W, a distance of 2668.50 feet to an iron rod at the Northeast corner of a 2.40 acre tract; Thence S 88°08'43" W, along the North line of said tract, a distance of 403.00 feet to the Northwest corner of said tract and also being the center of a Public Road; Thence N 28°02'39" W, a distance of 232.95 feet; Thence N 28°06'04" W, a distance of 561.32 feet; Thence with a curve turning to the right with an arc length of 225.02 feet, with a radius of 442.02 feet, with a chord bearing of N 13°31'06" W, , with a chord length of 222.59 feet; Thence N 01°03'56" E, a distance of 104.14 feet to the North line of said Lot 3. The last four (4) named courses being along said centerline; Thence N 87°09'29" E, along said North line and continuing along the North line of said Lots 2 and 1, a distance of 3470.74 feet to an iron rod at the Northeast corner of said Lot 1; Thence S 01°27'36" E, along the East line of said NE¼, a distance of 829.13 feet to the Place of Beginning and containing 79.75 acres, more or less. Subject to the right-of-way of the Public Road along the West side of the above described tract and also subject to all easements of record.

PIN: 13-26-200-003, part of 13-26-100-008 and part of 13-26-400-001

Affiant further swears that Owner has been made aware that the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC §499a et seq. ("PACA") and the Packers and Stockyard Act of 1921, as amended, 7 USC §181 et seq. ("PSA") provide for the creation of a statutory trust, which trust is the equivalent of an unrecorded lien on the proceeds from the sale of goods covered by PACA/PSA.

Affiant further swears that it has no outstanding unpaid sellers or suppliers of PACA/PSA goods.

Affiant further swears that Owner has not been made aware of any claim or potential claim relating to the PACA/PSA trust.

Affiant herein understands that it is in reliance upon the statements herein made as well as upon the acknowledgements to said instrument that First American Title Insurance Company has agreed to remove from its commitment and/or policy of insurance to Owner's lender its exception to any lien interest created under PACA/PSA.

Owner promises and agrees to hold harmless, protect and indemnify First American Title Insurance Company from and against any and all liabilities, losses, damage, expenses and charges, including, but not limited to, attorney's fees and expenses of litigation, for which First American Title Insurance Company may or might become liable or sustain arising out of or any way connected with any policy of title insurance, any endorsement, any binders or any agreements insuring against or guaranteeing against matters attested to herein.

Owner

Jane A. Simpson

I, the undersigned, a Notary Public DO HEREBY CERTIFY THAT Jane A. Simpson, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument appeared before me this day in person acknowledged that he/she/they has/have signed, sealed and delivered said instrument as his/her/their free and voluntary act(s) for the purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 20_____.

Notary Public

MARSHALL COUNTY TITLE COMPANY

116 S. Main Street
P.O. Box 188
Lacon, Illinois 61540

Telephone: (309) 246-2513

Telefax: (309) 246-3496

1099 SOLICITATION
(Use only if reportable sale)

You are required by law to provide our office with your correct taxpayer identification number. If you do not provide our office with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

Please provide your name, mailing address, tax identification number and other requested information in the spaces provided below:

NAME: Jane A. Simpson

CLOSING DATE: _____

NEW MAILING ADDRESS: 230 W. First Street, Dallas City, IL 62330

TAX ID NUMBER: _____

GROSS PROCEEDS: \$

GROSS PROCEEDS ALLOCATED TO TRANSFEROR: \$

PROPERTY DESCRIPTION: 79.75 acres Section 26, Bell Plain Township, Marshall County, Illinois

Check the appropriate category or categories:

_____ Principal Residence

_____ x _____ Other Real Estate

_____ Check here if the Transferor received or will receive property or services as part of the consideration.

CERTIFICATION

Under penalties of perjury, I certify that the number shown on this statement is my correct tax identification number.

Jane A. Simpson

Date