



CHICAGO TITLE INSURANCE COMPANY

ALTA 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 Amount of Insurance 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.

CHICAGO TITLE INSURANCE COMPANY

By:


Randy Quirk
President

ATTEST


Marjorie Nemzura
Corporate Secretary

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ALTA Commitment for Title Insurance (7-1-21)

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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.

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CHICAGO TITLE INSURANCE COMPANY

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.

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.

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CHICAGO TITLE INSURANCE COMPANY

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.

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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CHICAGO TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: WASHINGTON COUNTY TITLE & ABSTRACT COMPANY

Issuing Office: 225 WEST ST. LOUIS STREET, NASHVILLE, IL 62263

Issuing Office's ALTA® Registry ID: 1089420

Loan ID Number:

Commitment Number: WCT 24-0237

Issuing Office File Number: WCT 24-0237

Property Address: Honeysuckle Rd, Marissa, IL

Revision Number:

SCHEDULE A

1. Commitment Date: 05/29/2024 at 4:00 p.m.

2. Policy to be issued:

a. 2021 ALTA® Owner's Policy

Proposed Insured:

To be determined

Proposed Amount of Insurance

\$ 10,000.00

The estate or interest to be insured: Fee Simple

b. 2021 ALTA® Loan Policy

Proposed Insured:

N/A

\$ 0.00

The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is: Fee Simple

4. The Title is, at the Commitment Date, vested in:

James R Zinck, Mary L Rennegarbe and Daniel L Zinck, Independent Co-Executors of the Estate of Charlotte Dona Zinck, deceased.

5. The Land is described as follows:

See Continuation Sheet

CHICAGO TITLE INSURANCE COMPANY

By: *Andra Knolhoff*
Authorized Signatory

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CHICAGO TITLE INSURANCE COMPANY

SCHEDULE A

Legal Description (Continued)

File No.: WCT 24-0237

The Northeast Quarter of the Southwest Quarter of Section 32, EXCEPT the coal underlying said land and all rights and easements in favor of said mineral estate, AND the Northwest Quarter of the Southeast Quarter of Section 32, EXCEPT the oil, gas, coal and other minerals underlying the land and all rights and easements in favor of said mineral estate, all situated in Township 3 South, Range 5 West of the Third Principal Meridian, WASHINGTON COUNTY, ILLINOIS.



CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B, PART I - Requirements

File No.: WCT 24-0237

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. In order to eliminate Exception No. 21, the requirements as stated thereon should be furnished.

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SCHEDULE B, PART II - Exceptions

File No.: WCT 24-0237

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. The effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title 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 years 2023 and 2024 which are a lien although not yet due or payable.
Taxes for the year 2022 paid.
Parcel Nos.: 09-15-32-300-002 - NE SW 32-3-5 - \$830.42;
09-15-32-400-001 - NW SE 32-3-5 - \$1,004.90.
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 for roads or highways.
10. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
11. 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.
12. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
13. Mineral Severance: Warranty Deed made by Mary Ann Smith, a widow to The Aluminum Ore
See Continuation Sheet

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(1/8/2024-DSI.NET-25-IL-CMTB2_21)



CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B II (Continued)

File No.: WCT 24-0237

Company, dated May 28, 1912 and recorded June 8, 1912 in Book 121 Page 188, conveyed all coal underlying the land. NOTE: Mineral title not shown further. (For further particulars see record) (Not followed further) (Affects the NE SW Sec. 32 T3S R5W)

14. Reservation of the oil, gas, coal, and other minerals underlying said land, contained in the Quit Claim Deed made by Flora Delia Wylie, a widow to Elmo Prest and Lydia B. Prest, dated November 23, 1938 and recorded December 9, 1938 in Book 163 Page 251, and all rights and easements thereunder of said holder of the mineral estate or of any party claiming by, through or under said holder. (For further particulars see record) (Affects the NW SE Sec 32 T3S R5W)
15. Mineral Severance: Quit Claim Deed made by Flora Delia Wylie, widow to Arthur A. Morrow et ux, dated February 18, 1948 and recorded October 19, 1948 in Book 190 Page 447, conveyed all the oil, gas, coal and other minerals underlying the land with certain stipulations. NOTE: Mineral title not shown further. (For further particulars see record)
16. Oil and Gas Lease made by W. Elmo Prest et ux to C. D. Ham, dated April 21, 1955 and recorded July 7, 1955 in Oil and Gas Book V Page 218, demising the oil and gas, for a term of 5 years, with a production clause, and all rights thereunder of, and all acts done or suffered thereunder by, said lessee or by any party claiming by, through, or under said lessee. (For further particulars see record) (Not followed further)
17. Oil and Gas Lease made by W. Elmo Prest et ex to C. D. Ham, dated March 11, 1957 and recorded March 13, 1957 in Oil and Gas Book W Page 418, demising the oil and gas, for a term of 3 years, with a production clause, and all rights thereunder of, and all acts done or suffered thereunder by, said lessee or by any party claiming by, through, or under said lessee. (For further particulars see record) (Not followed further) (Affects NW SE Sec 32 T3S R5W)
18. Right-of-Way Easement dated August 26, 1969 and recorded October 8, 1969 in Book 272 Page 328, made by Lydia B. Prest et al to Ashland Pipe Line Company. (For further particulars see record) (Not followed further) (Affects premises in caption)
19. Easement dated December 16, 1971 and recorded January 13, 1972 in Book 281 Page 614, made by Lydia B. Prest to General Telephone Company. (For further particulars see record) (Affects premises in caption and other land)
20. Reservation of 1/2 of the oil and gas underlying said land for a term of 15 years with a production clause, contained in the Warranty Deed made by Florence Webster et al to Ronald Vanek et ux, dated November 17, 1977 and recorded December 28, 1977 in Book 310 Page 773, and all rights and easements thereunder of said holder of the mineral estate or of any party claiming by, through or under said holder. (For further particulars see record) (Not followed further) (Affects premises in caption) (Affects the premises in caption)
21. Charlotte Dona Zinck, owning the land, died testate on March 11, 2024 leaving a Will dated October 8, 2019 and a First Codicil to the Will dated October 28, 2022 and admitted to probate on April 1, 2024 in Case No. 2024PR94, Circuit Court, Probate Division, Washington County, Illinois. Said Will devises the land to: my children, James R. Zinck, Mary L. Rennegarbe, John F. Zinck and Daniel L. Zinck, in equal shares, per stirpes. Letters testamentary issued to James R. Zinck, Mary L. Rennegarbe and Daniel L. Zinck, Independent Co-Executors, on April 16, 2024.

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

- (a) Statutory rights and powers of the Independent Executor.
- (b) Claims allowed or which may be allowed against the estate of the decedent.

See Continuation Sheet



CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B II (Continued)

File No.: WCT 24-0237

22. (c) Expenses of administration.

(d) Illinois Estate Tax and Illinois Generation Skipping Transfer Tax which may be charged against the estate of the decedent.

(e) Federal Estate Tax which may be charged against the estate of the decedent.

(f) Surviving spouse's and child's award which may be allowed in said estate.

(g) Right of any party interested by appeal to have the order, if any, admitting the said will to probate pursuant to Section 6-21 of the Probate Act set aside or reversed within the time allowed by law.

(h) Right of any person interested to contest the will within the time allowed by law.

(i) Right of any person to demand formal proof of will within the time provided in Section 6-21 of the Probate Act.

(l) Power of sale conferred on James R. Zinck, Mary L. Rennegarbe and Daniel L. Zinck,, Independent CoExecutors, by the terms of will.

(m) Legacies created by the will.

(n) Rights of devisees and legatees to contribution.

(o) NOTE: If the conveyance is pursuant to Section 28-8 of the Probate Act, the conveyance should so recite. If the conveyance by the Independent Executor or Trustee, if any, is pursuant to a power in the will, the conveyance should recite the same is executed in pursuance of the power and authority vested in said party by the Last Will and Testament of Charlotte Dona Zinck, deceased, and recite therein the full consideration for which it is given.

(q) NOTE: If title is to be derived through a deed by one other than the Independent Representative, an instrument of distribution and release should be recorded.

(r) NOTE: If title is to be derived through a deed by one other than the Independent Representative, a Notice of Probate pursuant to Section 20-24 of the Probate Act should be recorded in the Office of the Recorder of Deeds.

Requirement: This company should be furnished a letter from the Attorney of the Estate of Charlotte Dona Zinck, stating that all taxes and claims are paid or that the assets of the estate are adequate to pay said taxes and claims against Dona Zinck or her estate.