



CHICAGO TITLE  
INSURANCE COMPANY

File No.:

**COMMITMENT FOR TITLE INSURANCE**  
**Issued by**  
**CHICAGO TITLE INSURANCE COMPANY**  
**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

By:

  
Authorized Signatory

Adams County Abstract & Title Company  
231 N 6th St  
Quincy, IL 62301  
Tel: 217-222-2090  
Fax: 217-222-2694

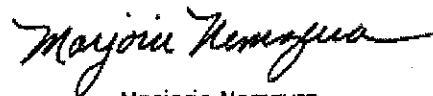
**CHICAGO TITLE INSURANCE COMPANY**

By:



Randy R. Quirk  
President

Attest:



Marjorie Nemzura  
Secretary

This page is only a part of a 2016 ALTA<sup>®</sup> Commitment for Title Insurance issued by CHICAGO TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



## COMMITMENT 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; 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 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

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incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

- e. The Company shall not be liable for the content of the Transaction Identification Data, if any.
- f. In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. In any event, the Company's liability is limited by the terms and provisions of the Policy.

**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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## Chicago Title Insurance Company

**Transaction Identification Data for reference only:**

Issuing Agent: Adams County Abstract & Title Co.  
Issuing Office: 231 N 6th St, Quincy, IL 62301-2905  
ALTA® Universal ID:  
Loan ID Number:  
Commitment Number: 39018  
Issuing Office File Number: 39018  
Property Address: RR, Brown County, IL  
Revision Number: 1

**SCHEDULE A**

1. Commitment Date: July 24, 2023
2. Policy to be issued:
  - (a) ALTA-2006 (6/17/06)
    - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
    - Proposed Policy Amount: \$ 10,000.00
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:  
Roger Herbert Busen and Marcia Dianne Snyder and Patricia Louise Henry, as equal tenants in common
5. The Land is described as follows:  
A tract of land lying in part of the Northeast and Southeast Quarters of Section 32 and the Southwest Quarter of Section 33, Township 1 North, Range 4 West of the Fourth Principal Meridian, Brown County, Illinois being more particularly described as follows:

Beginning at the Southeast corner of said Southeast Quarter; thence North 89 degrees 12 minutes 27 seconds West along the South line of said Southeast Quarter a distance of 1058.14 feet, a #5 rebar set as a reference marker bears North 02 degrees 30 minutes 36 seconds East a distance of 20.00 feet; thence leaving said South line North 02 degrees 30 minutes 36 seconds East a distance of 1334.07 feet to a #5 rebar set; thence North 01 degrees 21 minutes 06 seconds East along the West line of the East 30 acres of the Northeast Quarter of said Southeast Quarter a distance of 1333.52 feet to a #5 rebar set on the South line of said Northeast Quarter; thence South 88 degrees 53 minutes 24 seconds East along said South line a distance of 442.91 feet to a #5 rebar set; thence North 00 degrees 18 minutes 04 seconds East a distance of 1656.43 feet to a #5 rebar set; thence South 88 degrees 53 minutes 12 seconds East a distance of 631.74 feet to a #5 rebar set on the East line of said Northeast Quarter; thence South 01 degrees 56 minutes 20 seconds West a distance of 1656.40 feet to a #5 rebar set at the Northwest corner of said Southwest Quarter; thence South 88 degrees 48 minutes 26 seconds East along the North line of said Southwest Quarter a distance of 1012.98 feet to a #5 rebar set; thence leaving said South line South 01 degrees 55 minutes 33 seconds West along the East line of the West 30 acres of the Northwest Quarter and Southwest Quarter of said Southwest Quarter a distance of 2657.78 feet to a point on the South line of said Southwest Quarter, a #5 rebar set as a reference marker bears North 01 degrees 55 minutes 33 seconds East a distance of 45.00 feet; thence North 89 degrees 01 minutes 35 seconds West along said South line a

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(39018.PFD/39018/3)

**SCHEDULE A**  
(Continued)

distance of 982.54 feet to the Point of Beginning, containing 147.40 acres more or less subject to all that portion being used for public road purposes.

All as per Survey #23-0166 as made in August 2023 by Norman D. Ellerbrock, Illinois Professional Land Surveyor #35-3159.

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**SCHEDULE A**  
(Continued)

Adams County Abstract & Title Co.

By: \_\_\_\_\_

Adams County Abstract & Title Co.

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## Chicago Title Insurance Company

**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. Instruments creating the estate or interest to be insured, in insurable form, must be executed, delivered and duly filed for record.
6. In the event any party to the transaction contemplates the use of a Power of Attorney, the Company requires submission of the Power of Attorney for approval no less than three days prior to closing.
7. The Company requires receipt of final loan figures no less than 24 hours prior to closing.
8. 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.
9. Release of any mortgage set forth in Schedule B unless the policies to be issued hereunder are to be subject to such mortgage, if any.
10. Executed ALTA 3738 Statement, if applicable.
11. 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.
12. 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.
13. 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.
14. The Company should be provided a statement from the borrower(s) relative to any mortgage shown on Schedule B

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**SCHEDULE B**  
(Continued)

disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or post postponed payments or other restructuring of the debt secured by the mortgage.

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**SCHEDULE B**  
(Continued)**SCHEDULE B, PART II**  
**Exceptions**

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:

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. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the Public Records.
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 which are not shown as existing liens by the Public Records.
7. Financing Statements, if any, not indexed against said real estate. The following Financing Statements are indexed against the real estate: None.
8. Rights of the public, the State of Illinois, the township and the municipality in and to that part of the premises in question taken, used or dedicated for roads or highways.
9. Rights of way for drainage ditches, drain tiles, feeders, laterals, public utilities and underground pipes, if any.
10. Under the provisions of the Illinois Religious Freedom Protection and Civil Union Act, the parties to a Civil Union or any substantially similar legal relationship recognized by another state, are the same as those of married persons. Any reference herein to "spouse", "marital rights", "husband", "wife" or similar reference to marital status or rights associated with marital status, shall include parties to a Civil Union or any substantially similar legal relationship recognized by another state and the rights thereunder.
11. Taxes for the years 2022 and 2023, which are a lien although 2023 not yet due and payable.

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**SCHEDULE B**  
(Continued)

Tax Code Nos. 03-043-009-00 (pt); 03-043-005-00 (pt) and 03-045-003-00 (pt).

12. INFORMATIONAL NOTE: Taxes for the year 2022 are in the total amount of \$9,164.48. (covers 361 A)  
1st installments are PAID  
2nd installments are due by September 22, 2023  
  
Lot Size: 147.40 A
13. Matters shown on plat of survey recorded as Document No. 2016-558, File #649.
14. Right of Way Dedication to the People of the State of Illinois recorded in Book 4 of Highway Dedications, at page 219.
15. Right of Way Easement to Illinois Bell Telephone Company recorded in Book 13 of Miscellaneous Records, at page 113.
16. Right of Way Grant to Central Illinois Public Service Company recorded in Book 11 of Miscellaneous Records, at page 135.
17. Right of Way Easement and Agreement recorded in Book 505, at page 131.
18. THE ACREAGE STATED IN THE LEGAL DESCRIPTION IS FOR DESCRIPTIVE PURPOSES ONLY. NOTHING IN THIS COMMITMENT OR POLICY WHEN ISSUED SHOULD BE CONSTRUED AS INSURING AGAINST LOSS OR DAMAGE DO TO THE INACCURACY OR DISCREPANCY IN THE QUANTITY OF LAND SO DESCRIBED.
19. Any right, interest or claim that may exist, arise or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.
20. Right of Way Easement to Randy Katzenberger and Alana Katzenberger, theirs successors and assigns, a perpetual easement recorded as Document No. 2021-1179.
21. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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# Adams County Abstract & Title Co.

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231 N 6th St, Quincy IL 62301-2905 • (217) 222-2090 • FAX (217) 222-2694

## **Privacy Statement**

**January 1, 2021**

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

### **In the course of our business, we may collect Personal Information about you from the following sources:**

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

### **Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information**

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

### **Our Policies and Practices Regarding the Sharing of Your Personal Information**

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested,
- to third-party contractors or service providers who provide services or other functions on our behalf.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of our important responsibilities is to record documents in the public domain. Such documents may contain your Personal Information.

### **Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion**

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Adams County Abstract & Title Co.  
231 N 6<sup>th</sup> St  
Quincy IL 62301-2905

### **Multiple Products or Services**

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.