

Invoice

Remit payment to:

First Illinois Title Group, LLC
101 S. State Street, Suite 102
Decatur, IL 62523-1363

Billed to:

Didde Cattle Company, LLC, an Illinois limited liability
company and Greg N. Miller

Invoice number: Miller.Didde Cattle Company

Invoice date: November 25, 2024

Please pay before:

Our file number: SD9147-24

Property:

Shelby County

Brief legal: W 1/2 NE NW Sec. 18-10-4

E 1/2 NE NW Sec. 18-10-4

DESCRIPTION	AMOUNT
Initial Search Fee (Seller)	367.00
Invoice total amount due:	\$ 367.00

CHICAGO TITLE COMPANY
STATEMENT REQUIRED FOR THE ISSUANCE OF ALTA OWNERS AND LOAN POLICIES

Commitment No.: SD9147-24

Loan No.: _____

To the best of my knowledge and belief of the undersigned, the following is hereby certified with respect to the land described in the above commitment.

1. That except as noted at the end of this paragraph, within the last six (6) months, (a) no labor, service or materials have been furnished to improve the land, or to rehabilitate, repair, refurbish, or remodel the building(s) situated on the land; (b) nor have any goods, chattels, machinery, apparatus or equipment been attached to the building(s) thereon, as fixtures; (c) nor have any contracts been let for the furnishings of labor, service, materials, machinery, apparatus or equipment which are to be completed subsequent to the date hereof; (d) nor have any notices of lien been received, except the following, if any: _____
2. There are no revolving credit mortgages, line of credit mortgages, home equity loan mortgages or other voluntary liens or mortgages affecting title other than those shown on Schedule B of the Commitment, except the following:

3. That all management fees, if any, are fully paid, except the following: _____
4. That there are no unrecorded security agreements, leases, financing statements, chattel mortgages or conditional sales agreements in respect to any appliances, equipment or chattels that have or are to become attached to the land or any improvements thereon as fixtures, except the following, if any: _____
5. That there are no unrecorded contracts or options to purchase the land, except the following, if any: _____

6. That there are no unrecorded leases, easements or other servitudes to which the land or building, or portion thereof, are subject, except the following, if any: _____
7. That, in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligations it secures are good and 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, and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge, or otherwise dispose of the same freely at any time, and to insure the purchasers or pledges thereof against any defenses thereto by the mortgagor or the mortgagors heirs, personal representative or assigns.
8. That I/we am/are the purchaser(s) or mortgagor(s) of land improved with a residential dwelling not exceeding four units, and no current survey or mortgagee's inspection report has been furnished to or is available to me/us.

The undersigned makes the above statement for the purpose of inducing First Illinois Title Group, LLC to issue its owners and/or loan policy pursuant to the above commitment.

Seller or Owner

Purchaser

Didde Cattle Company, LLC, an Illinois limited liability company

BY: _____
Jeff Didde
Manager

Greg N. Miller

LENDER'S DISBURSEMENT STATEMENT: The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be 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 _____. You are hereby authorized to date down the above commitment to cover the date of said disbursement.

Dated: _____

Signature: _____



CHICAGO TITLE
INSURANCE COMPANY

ALTA COMMITMENT FOR TITLE INSURANCE

issued by
CHICAGO TITLE COMPANY

NOTICE

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

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

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

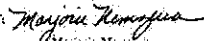
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, Chicago Title 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: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemura
Secretary

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72C170B

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.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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9. CLAIMS PROCEDURES

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

10. CLASS ACTION

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

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**CHICAGO TITLE
INSURANCE COMPANY**

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

Issuing Agent: First Illinois Title Group, LLC
Issuing Office: 101 S. State Street, Suite 102, Decatur, IL 62523-1363
Issuing Office's ALTA® Registry ID:
Loan ID No.:
Commitment No.: SD9147-24
Issuing Office File No.: SD9147-24
Property Address:

SCHEDULE A

1. Commitment Date: November 12, 2024 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Owner's Policy 2021
Proposed Insured:
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: fee simple
 - b. ALTA Loan Policy 2021
Proposed Insured:
Proposed Amount of Insurance: \$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:

Didde Cattle Company, LLC, an Illinois limited liability company, as to an undivided 1/2 interest and Greg N. Miller, as to an undivided 1/2 interest
5. The Land is described as follows:

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SCHEDULE A

(Continued)

Tract 1: The West Half (W 1/2) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Eighteen (18), Township Ten (10) North, Range Four (4) East of the Third Principal Meridian, Shelby County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Shelby County, Illinois.

Permanent Index Number: 0319-18-00-100-002

Tract 2: The East Half (E 1/2) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Eighteen (18), Township Ten (10) North, Range Four (4) East of the Third Principal Meridian, Shelby County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Shelby County, Illinois.

Permanent Index Number: 0319-18-00-100-003

CHICAGO TITLE INSURANCE

By: Nancy M Handegau
First Illinois Title Group LLC
101 S. State Street, Suite 102
Decatur, IL 62523
Office (217) 422-2420
Facsimile (217) 422-4520

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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. 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. All of the following Requirements must be met:
 1. 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. See Specific Requirements.
 2. Pay taxes and assessments unless shown as paid. For specific tax information see Schedule B.
 3. Record discharges of mortgages referenced in Schedule B II.

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SCHEDULE B, PART II - EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

General Exceptions

1. Rights or claims of parties in possession not shown by Public Records.
2. Any encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment that would be 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, material, or equipment 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, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I -Requirements are met.

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SCHEDULE B - PART II

(Continued)

8. The lien of taxes for the year 2024 and thereafter.

Permanent Index Number: 0319-18-00-100-002 (Tract 1)

First installment 2023 taxes \$248.42 has been paid.
Second installment 2023 taxes \$248.42 has been paid.
2024 General real estate taxes are not yet due or payable.

Permanent Index Number: 0319-18-00-100-003 (Tract 2)

First installment 2023 taxes \$261.05 has been paid.
Second installment 2023 taxes \$261.05 has been paid.
2024 General real estate taxes are not yet due or payable.

NOTE: The above tax code is shown for informational purposes only and no liability is assumed therefore. It is a known fact that parcels are re-assigned tax code numbers mainly as a result of property division. These re-assignments occur sometimes after our search and as a result no liability can be assumed. Furthermore, no liability can be assumed for the lien for additional taxes that may result for any year in which there is construction of new or additional improvements in such year, which will be assessed in a subsequent year and added to a subsequent year's tax bill.

NOTE: The above stated tax information is provided as of the effective date of this commitment. Such tax liability can change at any time. After the effective date of this commitment, the County Treasurer and/or County Assessor should be contacted to determine whether tax liabilities have changed.

9. Mortgage dated March 4, 2015 and recorded March 10, 2015 as Document No. 2015R00692, made by Greg N. Miller, individually and Didde Cattle Company, LLC, an Illinois limited liability company to First Federal Savings & Loan Association of Central Illinois to secure an indebtedness in the principal amount of \$360,000.00, with interest as therein specified and subject to covenants, agreements and conditions as therein contained.

The Company should be provided a statement from the borrower(s) relative to the above mortgage disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or postponed payments or other restriction of the debt secured by the mortgage.

NOTE: Modification of Mortgage by and between Greg N. Miller and Didde Cattle Company, LLC, an Illinois limited liability company, as Grantor and First Federal Savings & Loan Association of Central Illinois, as Lender, as shown by instrument dated March 4, 2015 and recorded April 2, 2015 as Document No. 2015R00957.

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SCHEDULE B - PART II

(Continued)

10. A. Terms, provisions, and limitations of the Articles Of Organization and the Operating Agreement of Didde Cattle Company, an Illinois limited liability company.

B. The Articles Of Organization and the Operating Agreement establishing the limited liability company of Didde Cattle Company, together with all Amendments thereto, properly identified in writing by all of the members as being the terms and provisions of the Articles and Agreement under which the limited liability company will acquire and holds title should be furnished and this commitment is subject to such further exceptions, if any, as may then be deemed necessary.

C. A Certificate of Good Standing issued by the Secretary of State should be produced, and in default thereof, the final policy or policies will contain the following exception:

Consequences, if any, that may result by reason of the failure of the party in title to the estate or interest in the land described in Schedule A to comply with the applicable Doing Business laws of the State of Illinois.

D. Upon a conveyance or mortgage of the land a certified copy of the proper resolutions authorizing the execution of the deed or mortgage by Didde Cattle Company, an Illinois limited liability company should be produced to First Illinois Title Group LLC for examination.

11. As per Secretary of State, Didde Cattle Company, an Illinois corporation, is shown to be in "good standing" with the State of Illinois. The next annual report due is prior to September 9, 2025.

12. Warranty Deed from Greg N. Miller and Judy K. Miller to Hennings Farms, Inc. dated July 20, 2001 and recorded July 27, 2001, as Document No. 01-2805, subject to a reservation in the seller, their heirs and assigns, of fifty-two percent (52%) of all oil, gas, coal and other mineral rights, together with ingress and egress thereto.

13. Oil and Gas Lease by and between Greg N. Miller and Judy K. Miller, as Lessors and Ruesch Oil Inc., an Illinois corporation, as Lessee dated April 13, 1994 and recorded April 13, 1994, as Document No. 94-1665. (Affects Tract 1)

NOTE: Assignment of said Oil & Gas Lease from Walter H. Ruesch and Debra A. Ruesch to Walter H. Ruesch and Debra A. Ruesch dated March 7, 1995 and recorded March 24, 1995 as Document No. 95-1163.

NOTE: Memorandum of Trust and Assignment of Oil & Gas Leases from The Martha K. DeMier Property Trust to George S. DeMier (1/4); Fred Henderson DeMier (1/4); Judith DeMier Crewson (1/4) and Elizabeth DeMier Follis (1/4) dated November 21, 2003 and recorded December 5, 2003 as Document No. 03-5788.

NOTE: Assignment of said Oil & Gas Lease from Sheron L. DeMier to DeMier, LLC dated November 16, 2006 and recorded November 27, 2006 as Document No. 06-3877.

NOTE: Assignment of said Oil & Gas Lease from George DeMier to DeMier, LLC dated November 16, 2006 and recorded November 26, 2006 as Document No. 06-3878.

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72C170B

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

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SCHEDULE B - PART II

(Continued)

NOTE: Assignment of said Oil & Gas Lease from Judith DeMier to Judith DeMier Crewson, Manager "JD Crewson, LLC, an Oklahoma limited liability company" dated August 20, 2008 and recorded August 28, 2008 as Document No. 08-3035.

NOTE: Assignment of said Oil & Gas Lease from Elizabeth DeMier Follis to E.D. Follis Oil, LLC dated November 4, 2009 and recorded November 16, 2009 as Document No. 09-4220.

NOTE: Assignment of said Oil & Gas Lease from DeMier, LLC to Broken Drum LLC dated June 1, 2014 and recorded July 8, 2014 as Document No. 2014R01948.

14. Subject to Mineral Deed from Glenn J. Smith and Bess L. Smith to Joe W. Smith dated October 6, 1959 and recored August 30, 1967 in Book 460 on Page 179 in the Recorder's Office of Shelby County, Illinois, of undivided 1/2 of all oil, gas and other minerals. (Affects Tract 2)

NOTE: Affidavit of Mineral Ownership dated June 15, 1984 and recorded June 18, 1984 in Book 671 on Page 21 in the Recorder's Office of Shelby County, Illinois.

NOTE: Affidavit of Mineral Ownership dated November 12, 1991 and recorded November 15, 1991 as Document No. 91-4382 in the Recorder's Office of Shelby County, Illinois. (For further particulars, see records) (Affects Tract 2)

15. Rights of the Public, the State of Illinois, the Township, the County and the Municipality in and to that part of the land, if any, taken, used or dedicated for roads, streets, alleys or highways.

16. Rights of Way for drainage ditches, feeders, laterals and underground pipe or tile, if any.

17. Rights of a property manager, if any, to a statutory lien on the premises for its property manager's fee.

Note: Furnish the Company with an Affidavit by the owners stating that there is no property manager for the insured premises. In the absence thereof, provide a waiver of lien by the Property Manager covering the date of recording of the Deed and Mortgage to our insureds.

18. Existing unrecorded leases and tenancies and all rights thereunder of the lessees and tenants and of any person claiming by, through or under the lessees.

19. Rights of adjoining and contiguous owners to have maintained the uninterrupted flow of any stream across the premises.

20. This Commitment should not be construed as insuring a valid title in and to that part of the premises in question which may have been added or subtracted by virtue of any change of course of the creek.

21. As of January 1, 1998, all Agricultural filings for Uniform Commercial Code must be filed in the Office of the Secretary of State of Illinois. The search for this Commitment/Policy only covers filings made in the County Recorder's Office. No examination has been made of the Secretary of State's filings which may affect the property in question.

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SCHEDULE B - PART II

(Continued)

22. All rights and easements in favor of the holder of any interest in the mineral estate or of any party claiming by, through, or under said holder, if any.
23. 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.
24. Interest of Buyer to come, under an unrecorded contract.
25. 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.
26. ALTA Requirements. (We must be furnished with a signed Alta Statement. If no signed statement is received, the following exceptions will be included on any Mortgagee Policy issued:

Rights or claims of parties in possession not shown by the Public Records.

Any encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.

Easements, or claims of easements, not shown by the Public Records.

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.

Taxes or special assessments which are not shown as existing liens by the Public Records.)

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