

# 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.

#### 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.





# Transaction Identification Data for reference only:

Issuing Agent:

Issuing Office: Sharp-Hundley, P.C.

Issuing Office's ALTA® Registry ID:

Loan ID No .:

Commitment No.:

RE-13977

Issuing Office File No.:

RE-13977

Property Address:

N. Seagull Ln., Bluford, IL 62814

Tax Key:

08-10-100-007 and 154.50 ac.M/L

**SCHEDULE A** 

FOR INFORMATIONAL PURPOSES

1. Commitment Date: January 27, 2023 at 08:00 AM

2. Policy to be issued:

a. ALTA Owners Policy (06/17/06)

Proposed Insured:

Proposed Policy Amount: TBD

b. ALTA Loan Policy (06/17/06)

Proposed Insured:

Proposed Policy Amount: TBD

- 3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple
- 4. The Title is, at the Commitment Date, vested in:

Beverly Sheley, not individually but as Administrator of the Estate of Curtiss C. Bean, deceased

5. The Land is described as follows:

SEE Exhibit A ATTACHED HERETO

.38104.1.72.13 RE-13977

Sharp-Hundley, P.C. 1115 Harrison St.

Mt. Vernon, IL 62864

Tel: 618-242-0200

Fax: 618-242-1170

Countersigned:

Authorized Signatory



# **EXHIBIT A**

The Land is described as follows:

The Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4), except a part of such Northwest Quarter (NW1/4) Southwest Quarter (SW1/4) more particularly described as follows:

Beginning at the point of intersection of the South line of such quarter-quarter section with the West right-of-way line of the public road running North and South along the East side of such quarter-quarter section, running then West along the South line of such quarter-quarter section a distance of 454 feet, thence North along a line parallel to the West right-of-way line of such public road 480 feet, then East along a line parallel to the South line of such quarter-quarter section 454 feet to the West right-of-way line of such public road, then South along the West right-of-way line of such public road a distance of 480 feet to the point of beginning;

The Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4), except:

Beginning at a point on the South line of such Northeast Quarter (NE1/4) Southwest Quarter (SW1/4) which is
1,020 feet West of the East line of such Northeast Quarter (NE1/4) Southwest Quarter (SW1/4), running then
West along such South line 208 feet, then North parallel with such East line 208 feet, then East parallel with such South line 208 feet, then South parallel with such East line 208 feet to the point of beginning;

The Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4); and the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4), except a strip of land 20 feet wide off the North side of such Southeast Quarter (SE1/4) Northwest Quarter (NW1/4);

All of said land above described being situated in Section 10, Township 2 South, Range 4 East of the Third Principal Meridian, except however all coal, oil, gas and other minerals as previously excepted, reserved, or conveyed situated in Jefferson County, Illinois.





# 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.
  - a. Warranty Deed from Curtiss C. Bean Estate c/o Beverly Sheley, as Independent Administrator to .
  - b. Mortgage from to, securing the principal amount of \$0.00.
- 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. Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured.
- 10. Pay us the premiums, fees and charges for the policy.
- 11. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements and exceptions.



# SCHEDULE B, PART I

(Continued)

- 12. If Sharp-Hundley, P.C. agent of Chicago Title Insurance Company is acting as closing agent on behalf of the proposed Insureds, the following additional requirements must be satisfied at or prior to the closing::
  - a. The borrower and seller must bring a valid government issued photo ID bearing their signature to the closing.
  - b. Each seller must provide a valid forwarding address and social security number to be submitted to the IRS for 1099 purposes.
  - c. Payoff letters must be current and not subject to additional terms. We reserve the right to verify payoff figures prior to disbursement. Any additional funds required to satisfy a lien in full must be deposited by the parties involved immediately.
  - d. All funds brought to closing must be in the form of wire transfer, certified or cashier's check made payable to Sharp-Hundley, P.C.
- 13. Per Illinois law, for closings on or after January 1, 2011, Chicago Title Insurance Company will issue Closing Protection letters to the parties to the transaction if it is closed by Chicago Title Insurance Company or its approved title insurance agent.





# 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:

# General Exceptions

- 1. Rights or claims of parties in possession not shown by Public Records.
- 2. 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.
- 3. 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.
- 5. Taxes or special assessments which are not shown as existing liens by the Public Records.
- 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.

Special Exceptions

- 8. Roads, ways, streams or easements, if any, not shown by the Public Records, riparian rights and the title to any filled-in lands.
- 9. Right of way for drainage ditches, feeders, tiles and laterals, if any.
- 10. Rights of the public, the State of Illinois, township, county and the municipality in and to that part of the land shown on Schedule A, taken, used or dedicated for road or highway purposes.



# SCHEDULE B, PART II

(Continued)

- 11. Rights of the public or quasi-public utility companies in and to any portion of the land used for utility purposes.
- 12. Subject to building lines, easements and restrictions, if any, of record.
- 13. Subject to all oil, gas, coal and other mineral reservations, conveyances and exceptions of record.
- 14. Tax liens created by Special Area Ordinances not searched or insured.
- 15. Financing statements, if any, not certified to by abstractor.
- 16. If any document referenced herein contains a covenant, condition or restriction which violates 42 USC (c), such covenant, condition or restriction to the extent of such violation is hereby deleted.
- 17. Taxes for 2022 and therafter. Taxes for 2021 under PIN 08-10-100-007 in the amount of \$2,157.30 are paid. Taxes for 2022 & 2023 are now a lien but are not yet due and payable.
- 18. Easement dated October 3, 1946 and recorded September 6, 1947 in Deed Record 189, Page 340 made by George Voyles to Illinois Power Company and its assigns. (affects NESW10-2-4 and other land)
- All rights and easements in favor of the owner of the mineral estate and of any party claiming by, through or under said estate.
- 20. This commitment and policy when issued should not be construed as insuring any mobile home which may be standing upon premises.
- 21. Deed for a road or public highway dated August 31, 1927 and recorded September 1, 1927 in Deed Record 110, Page 267 made by Lizzie L. Young to Webber Township. (affects N 40 feet SWNW, Sec 10)
- 22. Note: Curtiss C. Bean inherited the premises in question through the Will of Arthur O. Voyles which was duly admitted to Probate on May 2, 2019 in Case 2019-P-33 in the Circuit Court of the 2nd Judicial Circuit Court of Jefferson County, Illinois. Subsequently Curtiss C. Bean was conveyed the premises posthumously by Executor's Deed recorded October 20, 2022 as Document No. 202204208 to Beverley Sheley, Administrator of the Estate of Curtiss C. Bean, deceased. Curtis C. Bean had died of December 22, 2021 leaving no Will and his surviving heirs at law being Beverley Sheley, sister; Norma Bean, sister and Darrell Bean, brother. Letters of Independent Administration issued to Beverley Sheley on March 16, 2022 in Case No. 2022PR11 in the Circuit Court of the 2nd Judicial Circuit Court of Jefferson Cuonty, Illinois. We have examined the Estate of the decedent and note the following; Statutory rights and Power of the Administrator.
  - a. Note: This exception will be waived upon a conveyance or conveyances from Beverley Sheley as Indpendent Administrator of the Estate of Curtiss C. Bean, deceased, to a bona fide purchaser or purchasers.



# **SCHEDULE B, PART II**

(Continued)

23. This title commitment is made for the purpose of reporting the status of all property as described herein in Section 10, Township 2 South, Range 4 East of the Third Principal Meridian, Jefferson County, Illinois as owned by the Estate of Curtiss C. Bean, deceased. This title commitment will be revised and other title commitments issued upon a split or sale of parts of the premises. A survey may be necessary.

END SCHEDULE B - SECTION II



# **SCHEDULE B, PART II**

(Continued)

23. This title commitment is made for the purpose of reporting the status of all property as described herein in Section 10, Township 2 South, Range 4 East of the Third Principal Meridian, Jefferson County, Illinois as owned by the Estate of Curtiss C. Bean, deceased. This title commitment will be revised and other title commitments issued upon a split or sale of parts of the premises. A survey may be necessary.

END SCHEDULE B - SECTION II





- (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)(ii) 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 <a href="http://www.alta.org/arbitration">http://www.alta.org/arbitration</a>.





# JEFFERSON COUNTY COLLECTOR

# MOBILE HOME TAX

TAX YEAR: 2022

Due Date: August 26, 2022

BILL NUMBER

INDEX NUMBER

CLASS CODE

TAX CODE

TAX RATE

2016

92-MH-021-6

9000

92178

0.075

92-MH-021-6 VOYLES, ARTHUR O C/O CURTISS BEAN 16562 N SEAGULL LN BLUFORD IL 62814

OWNER ADDRESS

VOYLES, ARTHUR O

1825 E SWAN RD BLUFORD IL 62814

MOBILE HOME INFO

MODEL YEAR: 1985

MODEL: SCOTTSDALE

TITLE NO: TITLE STATE:

SERIAL NO: SHS3CTN4384175693

LOCATION: 08-10-100-007

LENGTH:

960 ADDITIONAL LENGTH:

WIDTH: 1

ADDITIONAL WIDTH:

TOTAL SQUARE FEET:

960

REAL ESTATE INDEX: 08-10-100-007

{

TAX INFORMATION

TAX AMOUNT:

72.00

(LESS) EXEMPTIONS:

INTEREST/PENALTY:

0.00)

ADDITIONAL TAX:

16562 N SEAGULL LN

62814

BLUFORD IL

INTEREST

0.00 72.00

TAX DUE:

TAX

TOTAL PAID

07/12/2022

0

0

72.00

72.00

92178

Late payment penalty = \$25.00 per month, or any portion thereof, up to \$100.00 maximum.

DATE PAID

NOTICE: The former tax lien procedure has been eliminated. Unpaid taxes and penalties will be sold at the annual tax sale auction. The property owner risks forfeiture of ownership if taxes and penalties are not paid.

OFFICE HOURS: 8:00 - 4:00

MONDAY-FRIDAY PHONE 618-244-8010

THIS RECEIPT IS VOID IF CHECK IS NOT HONORED BY BANK.

No receipt will be mailed back unless a self addressed stamped envelope is enclosed. TO PAY ONLINE - GO TO: paytaxes.us/il jefferson OR by phone at 844-924-2100

#### PLEASE RETURN BOTTOM COUPON WITH PAYMENT

DATE PAID:

07/12/2022

TAX COLLECTED:

72.00

TOTAL COLLECTED:

72.00

BILL NUMBER 2016	PAY TO: BOB WATT COUNTY TREASURER
INDEX # 92-MH-021-6	100 SOUTH 10TH ROOM 100 MT VERNON, IL 62864
DUE DATE August 26, 2022	TOTAL TAX 72.00
INTEREST	AMOUNT COLLECTED
VOYLES, ARTHUR O	

TAX YEAR: 2022