

**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**FIRST AMERICAN TITLE INSURANCE COMPANY****NOTICE**

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO 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, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed 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.

**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.

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- 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;
  - 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.
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

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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.
  - 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.
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

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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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## First American Title Insurance Company

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

Issuing Agent: LAWRENCE COUNTY TITLE  
Issuing Office: 811 11TH STREET, LAWRENCEVILLE, IL 62439  
Issuing Office's ALTA® Registry ID: 0000949  
Loan ID No.:  
Commitment No.: FAM239619  
Issuing Office File No.: FAM239619  
Property Address: CR 1800N - Birds Ln, Sumner, IL 62466

## SCHEDULE A

1. Commitment Date: August 29, 2023 at 08:00 AM
2. Policy to be issued:
  - a. ALTA Owner's Policy 7/1/2021  
Proposed Insured: tbd  
Proposed Amount of Insurance: \$ 10,000.00  
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: Patricia Y. Kaufman as Trustee for THE PATRICIA Y. KAUFMAN TRUST.
5. The Land is described as follows:  
SEE EXHIBIT A ATTACHED HERETO

## First American Title Insurance Company

By: Janet K. Rhinehart

LAWRENCE COUNTY TITLE

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## First American 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. 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. Wire is required for Funds to close equal to or greater than \$50,000.00. All other funds must be in the form of a Cashier's Check.
7. A completed ALTA statement is required for the issuance of ALTA Owners and/or Loan Policies.
8. We note that this Commitment is being issued in less than the full value of the estate to be acquired. The amount of insurance must be increased to the full value of the estate prior to Policy being issued.
9. A certification of trust executed by the trustee in accordance with 760 ILCS 3/1013, together with excerpts of the trust agreement and amendments thereto relating to the designation of trustees and the power of the trustee to act in the current transaction; or In the alternative, the trustee, in his or her sole discretion, may deliver to the Company a full copy of the trust agreement together with all amendments thereto.

**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:

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. Easements or claims of easements, not shown by the public records.

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SCHEDULE B  
(Continued)

4. 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.
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, if any, not shown as existing liens by the public records.
7. Existing easements for public roads and public utilities now in use.
8. All coal, oil, gas and other minerals, together with right to mine and remove the same and subject to all other rights and easements in favor of the owner of the mineral estate or of any party claiming by, through, or under said estate. NOTE: No examination has been made of the title to minerals underlying the land.
9. Will probated in the Estate of Walter G. Bunyan, 69-P-60, contains the following: Paragraph Third, 'I hereby give, devise and bequeath to my three children, Emmett X. Bunyan, Patricia Y. Kaufman, and Theodore M. Bunyan, in equal undivided shares and interests, all of my right, title and interest in and to all oil, gas and minerals of any kind and nature and wheresoever situate, including above described premises.'  
NOTE: No examination has been made of the title to minerals underlying the land.
10. Oil and Gas Lease made by Theodore M. Bunyan and Mildred M. Bunyan, husband and wife; Emmett X. Bunyan, a widower having never remarried; Patricia Y. Kaufman and Mathew J. Kaufman, wife and husband to John A. Schlensker dated September 4, 1975 and recorded September 15, 1975 in Oil and Gas Lease Book 54 at pages 330-331 for a primary term of 6 months.  
NOTE: Not followed further.
11. Corrected Oil and Gas Lease made by Theodore M. Bunyan and Mildred Bunyan, husband and wife, and Emmett X. Bunyan, a single man, and Patricia Y. Kaufman and M.J. Kaufman, her husband, to Floyd L. Legg and Gary Brednich effective January 3, 1980 and recorded June 11, 1980 in Lease Book 1980 at pages 244-245 for a primary term of 6 months. NOTE: Not followed further.
12. Right of Way and Easement contained in Warranty Deed to The American Telephone and Telegraph Company of Illinois made by W.G. Bunyan dated August 31, 1961 and recorded September 22, 1961 in Deed Book 119 at pages 381-382.  
NOTE: For full particulars, see record. Note followed further.
13. Taxes for the year(s) 2022 and 2023 which are a lien, although not yet due or payable.  
INFORMATIONAL NOTE: Taxes for the year 2022 appear assessed in the amount of \$1544.74 (Due dates of 10/6/23 & 11/10/23).  
TAX ID#: 08-001-108-00  
  
LOT SIZE: 78.33A  
EXEMPTIONS: none
14. Premises in question lies within the boundary of the Eagle Branch Main Drainage District and is subject to special assessments and annual benefits of said district.
15. Parties in possession under month to month leases and/or tenants under recorded/unrecorded leases, if any.

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**SCHEDULE B**  
(Continued)

16. Subject to the terms, powers, provisions and limitations of the trust under which title to said land is held.

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