Advocus National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
ADVOCUS NATIONAL 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, Advocus National Title Insurance Company, a(n) Illinois 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.
   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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Advocus National 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.

AMERICAN LAND TITLE ASSOCIATION

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 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.

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.

ADVOCUS NATIONAL TITLE INSURANCE COMPANY
One South Wacker Drive, Suite 2400, Chicago, IL
60606-4654

Cadwell

By:______________________________
Jill Cadwell, President

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Advocus National 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.

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

Issuing Agent: Weber, Heap, Ayres & Greene, P.C.
Issuing Office: 122 South Van Buren Street
Newton, IL 62448
Issuing Office's ALTA® Registry ID: 1115014
Loan ID Number:
Commitment Number: 2025-15938-IL-C
Issuing Office File Number: 25-2152
Property Address: Rural Route, Newton, IL 62448
Revision Number:

SCHEDULE A

1. Commitment Date: September 16, 2025 at 5:00 p.m.

2. Policy to be issued:

(a) 2021 ALTA Owner's Policy
Proposed Insured:
Proposed Amount of Insurance: **$1.00**
The estate or interest to be insured: **fee simple**

(b) 2021 ALTA Loan Policy
Proposed Insured:
Proposed Amount of Insurance: **$1.00**
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:
Valerie F. Chapman and Craig U. Fehrenbacher, Co-Trustees of Fehrenbacher Family Trust dated October 7, 1998 - Decedent's Martial Share Trust B, as to an undivided One-Half Interest; and Yvonne I. Thormahlen, and her Successors in Office as Trustee, of the Yvonne I. Thormahlen Trust dated June 16, 2000, as to an Undivided One-Half Interest

5. The land is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

WEBER, HEAP, AYRES & GREENE, P.C.
122 South Van Buren Street, Newton, IL 62448
Telephone: (618) 783-8471

Countersigned by:

Craig Weber
Weber, Heap, Ayres & Greene, P.C., License #IL02.4006185

ADVOCUS NATIONAL TITLE INSURANCE COMPANY
One South Wacker Drive, Suite 2400, Chicago, IL 60606-4654

By:
Jill Cadwell, President

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Advocus National 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.

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.

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. The following additional requirements must be satisfied at or prior to the closing:

   The borrower and seller must bring a valid government issued photo ID bearing their signature to the closing.

   Each seller must provide a valid forwarding address and social security number to be submitted to the IRS for 1099 purposes.

   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.

   All funds brought to closing must be in the form of wire transfer, certified check, or cashier's check.

6. The Good Funds provision of the Illinois Title Insurance Act (215 ILCS 155/26) became effective January 1, 2010. This law imposes stricter rules on the type of funds that can be accepted for real estate closings and requires wired funds in many circumstances. Contact your settlement agent to confirm the type of funds that are required for your transaction.

7. Per Illinois law, for closings on or after January 1, 2011, the Company will issue Closing Protection Letters to the parties to the transaction if it is closed by the Company or its approved title insurance agent.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Advocus National 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.

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

2. Any encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment that would be disclosed by an inspection or 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 in the Public Records.

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

6. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the Commitment Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

7. Any Loan Policy issued pursuant to this Commitment will be subject to the following exceptions a. and b., in the absence of the production of the data and other matters contained in the ALTA Statement form or an equivalent form:

   a. 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;

   b. Consequences of the failure of the lender to pay out properly the whole or any part of the loan secured by the mortgage described in Schedule A, as affecting: (i) the validity of the lien of said mortgage; and (ii) the priority of the lien over any other right, claim, lien, or encumbrance that has or may become superior to the lien of said mortgage before the disbursement of the entire proceeds of the loan.

8. Taxes for the year 2025 and thereafter:
   First installment 2024 taxes in the amount of $1,092.86 is paid.
   Second installment 2024 taxes in the amount of $1,092.86 is paid.
   Taxes for year 2025 are not yet due and payable.
   Permanent Index No. 78-12-33-100-002 TRACT 1

9. Pipeline Right of Way in favor of Sohio Pipeline Company dated March 31, 1944 and recorded May 23, 1944 in Lease Record 28, at Page 603. (For particulars see record) (Affect Tract 1)

10. Taxes for the year 2025 and thereafter:
    First installment 2024 taxes in the amount of $496.93 is paid.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Advocus National 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.

Second installment 2024 taxes in the amount of $496.93 is paid.
Taxes for year 2025 are not yet due and payable.
Permanent Index No. 90-12-14-100-003 TRACT 2

11. Taxes for the year 2025 and thereafter:
First installment 2024 taxes in the amount of $344.22 is paid.
Second installment 2024 taxes in the amount of $344.22 is paid.
Taxes for year 2025 are not yet due and payable.
Permanent Index No. 90-12-14-300-003 TRACT 3 (40 acres)

12. Taxes for the year 2025 and thereafter:
First installment 2024 taxes in the amount of $2.47 is paid.
Second installment 2024 taxes in the amount of $2.47 is paid.
Taxes for year 2025 are not yet due and payable.
Permanent Index No. 90-12-14-300-001 TRACT 3 (1 acre)

13. Right of Way Grant and Agreement in favor of Marathon Pipeline Company dated March 28, 1973 and recorded in Miscellaneous Record 96 at Page 307. (For particulars see record) (Affects Tract 3.)

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

15. Rights of the public, State of Illinois and the municipality in and to that part of the premises in question taken, used, or dedicated for roads, streets, alleys, or highways.

16. Terms and provisions of Jasper County Mobile Home Park Ordinance dated April 25, 2000, filed February 8, 2002, in Miscellaneous Record UU at Page 173-174 as Document No. 747. (For Particulars see record.)

17. This property is subject to highway set back rules adopted June 10, 1940 by the Board of Supervisors of Jasper County, Illinois, proscribing the location of signs and bill boards. (For particulars see record.)

18. All right, title and easements in favor of the owners of the oil, gas, coal or other mineral estate or of any party or lessee claiming by, through or under said estate including but not limited to, the right to the use of the surface for the exploration for and the production thereof; and this commitment and policy when and if issued, shall not insure oil, gas, coal or other mineral or leasehold title.

19. Rights of any persons, firms, entities, or corporations not appearing of public record in possession of all Land.

20. Existing leases and tenancies, and rights of the of the tenants thereunder, and those claiming by, through, or under those tenants.

21. Advocus reserves the right to additional items or make further review of the documents provided.

22. INFORMATION NOTE AND REQUIREMENT: We are advised that Yvonne I. Thormahlen is deceased. However, no Death Certificate appears of record. We require that a Death Certificate for Yvonne I. Thormahlen be recorded in Jasper County, Illinois.

23. INFORMATION NOTE AND REQUIREMENT: We are advised that James L. Thormahlen and Cheryl L. Thormahlen are the Co-Trustees of the Yvonne I. Thormahlen Trust dated June 16, 2000. We require that a Certification of Trust be recorded in Jasper County, Illinois regarding the Yvonne I. Thormahlen Trust dated June 16, 2000.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Advocus National 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.

EXHIBIT "A"

The Land referred to herein below is situated in the County of Jasper, State of Illinois and is described as follows:

TRACT 1: The East Half (E/2) of the Northwest Quarter (NW/4) of Section Thirty-three (33), Township Six (6) North, Range Nine (9) East of the Third Principal Meridian, Jasper County, Illinois.

TRACT 2: The Southwest Quarter (SW/4) of the Northwest Quarter (NW/4) of Section Fourteen (14), Township Six (6) North, Range Nine (9) East of the Third Principal Meridian, Jasper County, Illinois.

TRACT 3: The Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of Section Fourteen (14), Township Six (6) North, Range Nine (9) East of the Third Principal Meridian, Jasper County, Illinois,

AND

One (1) acre of even width off the North side of the Northwest Quarter of the Southwest Quarter of Section Fourteen (14), Township Six (6) North, Range Nine (9) East of the Third Principal Meridian, Jasper County, Illinois.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Advocus National 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.