

CRAWFORD COUNTY TITLE COMPANY, INC.

302 EAST MAIN STREET, ROBINSON, ILLINOIS 62454

TELEPHONE No. 618-544-2112 FAX No. 618-544-8833 EMAIL office@crawfordcountytileco.com

Date: **March 12, 2026**
Attention: **ZANE PARROTT**
To: **Sellafarm**

Abstract No: **262-15**
Title Ins. No: **26-FA-10712**
County Of Property: **Crawford**
Your File No:

Titleholder: **Newlin Family**
Buyer:

TRANSMITTAL MEMORANDUM

☐ Abstract Of Title ☐ Parts	☐ <u>Title Insurance</u>
☐ Supplemental	☐ Preliminary Title Commitment
☐ Ownership Title Search	☐ Final Title Insurance Policy(ies)
☐ UCC Search	☐ Alta Statement - (closing agent only)
☐ Lien, Judg., Mtg. Search	☐ Closing Protection Letter - (closing agent only)
☐ Tax Information Report	
☐ Copy of Tax Statement	☐ Original Survey
☐ Statement(s)	☐ Original Deed
	☐ Original Mortgage

Legal Description: **The East 29 Acres of the East Half of the Southeast Quarter lying North of the Road in Section 20, Township 8 North, Range 12 West, Crawford County Illinois. Also, All that part of the Southwest fractional quarter West of the Indian Boundary Line in Section Twenty-one (21), Township (8) North, Range Twelve (12) West, lying North of the Public Highway. All land being situated in the County of Crawford and State of Illinois**

Ladies and Gentlemen:

We are pleased to forward to you, enclosed, the above captioned, as we have been instructed, for your file and/or disposition.

It is our privilege to extend these services to you and your clients, and we thank you for the opportunity!

Respectfully,

CRAWFORD COUNTY TITLE COMPANY, INC.

Erica Hatfield

cc: [Click here to enter text.](#)

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 EXTRA CONTRACTUAL 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 California 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 _____ 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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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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 described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

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- 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.

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

Issuing Agent: Crawford County Title Co., Inc.
Issuing Office: 302 E. Main St., Robinson, IL 62454
Issuing Office's ALTA® Registry ID:
Loan ID No.:
Commitment No.: 26FA10712
Issuing Office File No.: 26FA10712
Property Address: Rural Land, Hutsonville, IL 62433

SCHEDULE A

1. Commitment Date: March 6, 2026 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Owner's Policy 7/1/2021
Proposed Insured: TBD
Proposed Amount of Insurance:
The estate or interest to be insured: Fee Simple
 - b. ALTA Loan Policy 7/1/2021
Proposed Insured: TBD
Proposed Amount of Insurance:
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: Marsha Rich, Mark Newlin, Melinda Cofer and Melinda Cofer as Trustee of the Michael Newlin Trust, U/A/D 1/15/2014 as to an undivided one- half interest and Christina N. Draper, as to an undivided one-half interest
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

Crawford County Title Co., Inc.

By: 
Crawford County Title Co., Inc.

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AMERICAN
LAND TITLE
ASSOCIATION



(26FA10712.PFD/26FA10712/2)

Commitment No.: 26FA10712

EXHIBIT A

The East 29 Acres of the East Half of the Southeast Quarter lying North of the Road in Section 20, Township 8 North, Range 12 West, Crawford County Illinois.

Also, All that part of the Southwest fractional quarter West of the Indian Boundary Line in Section Twenty-one (21), Township (8) North, Range Twelve (12) West, lying North of the Public Highway.

All land being situated in the County of Crawford and State of 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.
5. In the event any party to the transaction contemplates the use of a power of attorney, we require the submission of the power of attorney for approval no less than three days prior to closing.
6. In the event we are closing this transaction, we require receipt of final loan figures no less than 24 hours prior to closing.
7. In the event we are closing this transaction, all funds required from any party at closing in the amount of \$50,000.00. or greater, must be in the form of a wire transfer. All other funds may be in the form of a cashier's check, certified check or wire transfer.
8. In the event we are closing this transaction, written authorization for us to get payoff information, if applicable, must be provided.
9. In the event we are closing this transaction, we require receipt of any deeds of conveyance, for review, no less than 24 hours prior to closing.
10. 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.

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. 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.

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SCHEDULE B
(Continued)

3. Rights or Claims of parties in possession not shown by the public records.
4. Easements or claims of easements, not shown by the public records.
5. 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.
6. 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.
7. Taxes, or special assessments, if any, not shown as existing liens by the public records.
8. REQUIREMENT: A completed ALTA statement is required for the issuance of ALTA Owners and/or Loan Policies.
9. NOTE: Drainage assessments, drainage taxes, water rentals and water taxes are included in General Exception (5) hereinbefore shown and should be considered when dealing with the land.
10. Rights of way for drainage ditches, drain tiles, feeders, laterals, and underground pipes, if any.
11. Rights of the public, the State of Illinois, the County, the Township and the municipality in and to that part of the premises in question taken, used, or dedicated for roads or highways.
12. Acreage, if any, shown in the legal description in Schedule A and/or on Schedule B is for information and identification purposes only, and in no way implies that the amount of acreage is insured.
13. The names of the proposed Insured under the Owner's Policy should be furnished in order that this Commitment may become effective.
14. 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.
15. REQUIREMENT: A completed ALTA statement is required for the issuance of ALTA Owners and/or Loan Policies.
16. The mortgage to be insured should recite the marital, or civil union, status of the mortgagor(s); and, if applicable, the spouse(s), or party(ies) to a civil union, not in title, should join in the signing of the mortgage for the purpose of releasing homestead. If this requirement is not fulfilled, the following will appear on the final policy:

"Possible outstanding homestead estate in the spouse(s) of, or party(ies) to a civil union with, the mortgagor(s), if any."
17. Parties in possession under month to month leases and/or tenants under existing unrecorded leases, if any.
18. Existing unrecorded leases, if any, and rights of tenants in possession as tenants only under such unrecorded leases.
19. Taxes for the year, 2025 and subsequent years, which are a lien although not yet due or payable.

INFORMATIONAL NOTE: Taxes for the year 2024 appear paid in the amount of \$353-98

TAX ID #02-1-20-000-013-000

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SCHEDULE B
(Continued)

20. Taxes for the year, 2025 and subsequent years, which are a lien although not yet due or payable.

INFORMATIONAL NOTE: Taxes for the year 2024 appear paid in the amount of \$563.38

TAX ID #02-1-21-000-004-000

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