



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.

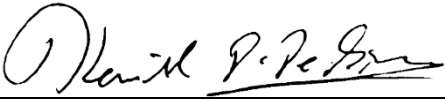
THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

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 six months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Accent Title Inc.. 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].





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.

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Form 50128017 (6-7-22)





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.

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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>.

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

Issuing Agent: **Accent Title, Inc.**
 Issuing Office: 399 Veterans Pkwy, Columbia, IL 62236
 Issuing Office's ALTA® Registry ID:
 Loan ID Number:
 Commitment Number: **0424-2196**
 Issuing Office File Number: **0424-2196**
 Property Address: **XXX Franklin Hill Road, (5 Properties), Hardin, IL 62031**
 Revision Number:

SCHEDULE A

1. Commitment Date: **April 1, 2024**
2. Policy to be issued:
 - a. 2021 Alta Owner's Policy (07/01/2021)
 Proposed Insured: **TBD**
 Proposed Amount of Insurance: **\$**
 The estate or interest to be insured: Fee Simple
 - b. 2021 ALTA Loan Policy (07/01/2021)
 Proposed Insured: **TBD**
 Proposed Amount of Insurance: **\$1,000.00**
 The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: fee simple
 The Title is, at the Commitment Date, vested in: **Scott L. Goeddel and Sally A. Goeddel, as joint tenants of an undivided 2/3 interest; and Kenneth J. Parker, as to an undivided 1/3 interest (Parcels 1 & 2)**

Scott L. Goeddel and Sally A. Goeddel, as joint tenants of an undivided 1/3 interest; Kenneth J. Parker, as to an undivided 1/3 interest; and Edward J. Hale, as to an undivided 1/3 interest (Parcels 3, 4, & 5) [and, as disclosed in the Public Records, has been since]
4. The Land is described as follows:

Parcels 1 & 2 (New Tract 3)

A tract of land lying and being part of the North One-Half of the Northeast Quarter of Section 27 and part of the South One-Half of the Southeast Quarter of Section 22, all in Township 11 South, Range 2 West of the Fourth Principal Meridian, Calhoun County, Illinois and being more fully described as follows:

Beginning at the Southwest corner of the North One-Half of the Northeast Quarter of the aforementioned Section 27, thence North 00 degrees, 54 minutes and 32 seconds East along the West line of said North One-Half of the Northeast Quarter 1,173.44 feet in a point on the center of Franklin Hill Road; thence North 75 degrees, 35 minutes and 07 seconds East along the center of said road

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465.75 feet; thence North 44 degrees, 11 minutes and 47 seconds East along the center of said road 191.38 feet; thence North 38 degrees, 14 minutes and 47 seconds East along the center of said road 498.61 feet; thence North 70 degrees, 26 minutes and 47 seconds East along the center of said road 349.86 feet; thence North 89 degrees, 37 minutes and 17 seconds East along the center of said road 602.55 feet; thence North 68 degrees, 53 minutes and 17 seconds East along the center of said road 87.47 feet to a point on the West line of the East 19.37 acres of the South One-Half of the Southeast Quarter of Section 22; thence South 00 degrees, 26 minutes and 50 seconds East 616.41 feet to a point on the North line of the North One-Half of the Northeast Quarter of Section 27; thence North 89 degrees, 07 minutes and 55 seconds East along said North line 636.53 feet to the Northeast corner of the North One-Half of the Northeast Quarter of said Section 27; thence South 00 degrees, 54 minutes and 32 seconds West along the East line of said North One-Half 1,309.44 feet to the Southwest corner of said North One-Half of the Northeast Quarter; thence South 88 degrees, 46 minutes and 19 seconds West along the South line of said North One-Half 2,546.67 feet to the point of beginning.

Excepting coal, oil, gas and other minerals excepted or reserved in prior conveyances, if any.

Situated in the County of Calhoun, and the State of Illinois.

For informational purposes only: PPN: 07-10-27-200-001, and 07-10-22-400-001-B (a/k/a 07-10-22-400-102)

Parcel 3 (New Tract 1)

The South Three Fourths ($S \frac{3}{4}$) of the East Half ($E \frac{1}{2}$) of the Southwest Quarter ($SW \frac{1}{4}$) of Section 22, all in Township 11 South, Range 2 West of the 4th Principal Meridian, Calhoun County, Illinois.

AND: All that portion of the following described tracts lying North of the center line of public road, said public road commonly known as Franklin Hill;

A part of the Northwest Quarter ($NW \frac{1}{4}$) of Section 27, Township 11 South, Range 2 West of the Fourth Principal Meridian, more fully described as follows:

Beginning at the Northeast corner of the Northwest Quarter ($NW \frac{1}{4}$) of Section 27; thence running West 68 $\frac{1}{3}$ rods; thence South 66 rods; thence East 15 rods; thence South 36 rods; thence East 53 $\frac{1}{3}$ rods; thence North 102 rods to the place of beginning.

ALSO, a part of the Northwest Quarter ($NW \frac{1}{4}$) of Section 27, Township 11 South, Range 2 West of the Fourth Principal Meridian more fully described as follows:

Beginning at the Southeast corner of the Northwest Quarter ($NW \frac{1}{4}$) of Section 27, and running thence North 58 rods; thence West 53 $\frac{1}{3}$ rods; thence South 58 rods; thence East 53 $\frac{1}{3}$ rods to the place of beginning.

ALSO, a part of the Northwest Quarter ($NW \frac{1}{4}$) of Section 27, Township 11 South, Range 2 West of the Fourth Principal Meridian, more fully describe as follows:

Beginning at a point at the middle of the West line of the East third of said Northwest Quarter ($NW \frac{1}{4}$) and running thence West 17 rods; thence South 40 rods; thence East 17 rods; thence North 40 rods to the place of beginning, more or less, including the right of use to a spring branch near the North line of said

4 ¼ acre tract, hereforto reserved by the Grantors in Warranty Deed dated November 1, 1916, and recorded in Book A-5, on Page 98

But Excepting all of the portion of the South ¾ of the East Half of the Southwest Quarter (SW ¼) of Section 22, Township 11 South, Range Two (2) West of the Fourth Principal Meridian, lying South of a public road, said public road commonly known as Franklin Hill.

Excepting coal, oil, gas and other minerals excepted or reserved in prior conveyances, if any.

Situated in the County of Calhoun, and the State of Illinois.

For informational purposes only: PPN: 07-10-22-300-004

Parcel 4 & 5 (New Tract 2)

A tract of land lying and being a part of the South One-Half of the Southeast Quarter of Section 22 and a part of the North One-Half of the Northeast Quarter of Section 27 all in Township 11 South, Range 2 West (Hardin Township) of the 4th Principal Meridian, Calhoun County, Illinois, and being more fully described as follows:

Beginning at a point marking the Northwest corner of the South One-Half of the Southeast Quarter of the aforementioned Section 22; thence North 88 degrees, 40 minutes and 28 seconds East 1,945.57 feet to the Northwest corner of the East 19.37 acres of the South One-Half of the Southeast Quarter of Section 22; thence South 00 degrees, 26 minutes and 50 seconds East along the West line of said 19.37 acre tract 694.29 feet to a point of the center of Franklin Hill Road; thence South 68 degrees. 53 minutes and 17 seconds West along the center of said road 87.47 feet; thence South 89 degrees 37 minutes and 17 seconds West along the center of said road 602.55 feet; thence South 70 degrees, 26 minutes and 47 seconds West along the center of said road 349.86 feet; thence South 38 degrees, 14 minutes and 47 seconds West along the center of said road 498.61 feet; thence South 44 degrees, 11 minutes and 47 seconds West along the center of said road 191.38 feet; thence South 75 degrees, 35 minutes, 07 seconds West along the center of said road 465.75 feet to a point on the West line of the North One-Half of the Northeast Quarter of Section 27, thence North 00 degrees, 54 minutes and 32 seconds East along said West line 151.98 feet to the Northwest corner of the Northeast Quarter of Section 27 and the Southwest corner of the Southeast Quarter of Section 22; thence North 02 degrees, 01 minutes and 51 seconds West along the West line of South One-Half of the Southeast Quarter of Section 22, a distance of 1,295.41 feet to the point of beginning, with the above described subject to that portion now being used for Public Road purposes as per survey of Marvin J. Likes, Registered Land Surveyor #35-2150 Illinois in June of 1977 (Identical Book 28 Page 651).

Excepting coal, oil, gas and other minerals excepted or reserved in prior conveyances, if any.

Situated in the County of Calhoun, and the State of Illinois.

For informational purposes only: PPN: 07-10-22-400-101 (a/k/a 07-10-22-400-001-A), and 07-10-27-200-101 (a/k/a 07-10-27-200-001-A)

FIRST AMERICAN TITLE INSURANCE COMPANY

Elizabeth Gallagher

By: _____

Authorized Signatory

Issuing Agent: Accent Title, Inc.
399 Veterans Parkway, Columbia, IL 62236
(618) 281-2040

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. Accent Title, Inc., acting as closing agent requires the following to be satisfied at or prior to the closing:
 - a. The borrower/buyer and seller must provide a **valid** government issued photo ID bearing their signature at the time of 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 in excess of \$49,999.99 needed for closing must be in the form of a **wire transfer**. Any other funds brought to closing must be in the form of a certified or cashier's check.

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. Easements or claims of easements, not shown by the Public Records
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting Title that would be disclosed by an accurate survey of the Land pursuant to the "Minimum Standards of Practice," 68 III. Admin Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/NSPS land title survey standards for commercial/industrial property.
4. 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, if any, not shown as existing liens by the Public Records.
6. 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.

7. Taxes for the year 2022 and thereafter:

Total taxes for the year 2022 were \$386.68.

First Installment 2022 taxes in the amount of \$193.34 is PAID.

Second Installment 2022 taxes in the amount of \$193.34 is PAID.

Taxes for the year 2023 are not yet due and payable.

Permanent Index No. 07-10-27-200-001 (Parcel 1).

Property commonly known as XXX Franklin Hill Road, Hardin, IL 62031.

NOTE: The above does not include a homeowner's exemption.

NOTE: As a result of a current Real Estate Tax Assessment being issued, the tax bill associated with that assessment may change by a considerable amount.

8. Taxes for the year 2022 and thereafter:

Total taxes for the year 2022 were \$57.62.

First Installment 2022 taxes in the amount of \$28.81 is PAID.

Second Installment 2022 taxes in the amount of \$28.81 is PAID.

Taxes for the year 2023 are not yet due and payable.

Permanent Index No. 07-10-22-400-102 (07-10-22-400-001-B) (Parcel 2).

Property commonly known as XXX Franklin Hill Road, Hardin, IL 62031.

NOTE: The above does not include a homeowner's exemption.

NOTE: As a result of a current Real Estate Tax Assessment being issued, the tax bill associated with that assessment may change by a considerable amount.

9. Taxes for the year 2022 and thereafter:

Total taxes for the year 2022 were \$1,960.64.

First Installment 2022 taxes in the amount of \$980.32 is PAID.

Second Installment 2022 taxes in the amount of \$980.32 is PAID.

Taxes for the year 2023 are not yet due and payable.

Permanent Index No. 07-10-22-300-004 (Parcel 3).

Property commonly known as XXX Franklin Hill Road, Hardin, IL 62031.

NOTE: The above does not include a homeowner's exemption.

NOTE: As a result of a current Real Estate Tax Assessment being issued, the tax bill associated with that assessment may change by a considerable amount.

10. Taxes for the year 2022 and thereafter:

Total taxes for the year 2022 were \$40.90.

First Installment 2022 taxes in the amount of \$20.45 is PAID.

Second Installment 2022 taxes in the amount of \$20.45 is PAID.

Taxes for the year 2023 are not yet due and payable.

Permanent Index No. 07-10-22-400-101 (07-10-22-400-001-A) (Parcel 4).

Property commonly known as XXX Franklin Hill Road, Hardin, IL 62031.

NOTE: The above does not include a homeowner's exemption.

NOTE: As a result of a current Real Estate Tax Assessment being issued, the tax bill associated with that assessment may change by a considerable amount.

11. Taxes for the year 2022 and thereafter:

Total taxes for the year 2022 were \$6.92.

First Installment 2022 taxes in the amount of \$3.46 is PAID.

Second Installment 2022 taxes in the amount of \$3.46 is PAID.

Taxes for the year 2023 are not yet due and payable.

Permanent Index No. 07-10-27-200-101 (07-10-27-200-001-A) (Parcel 5).

Property commonly known as XXX Franklin Hill Road, Hardin, IL 62031.

NOTE: The above does not include a homeowner's exemption.

NOTE: As a result of a current Real Estate Tax Assessment being issued, the tax bill associated with that assessment may change by a considerable amount.

12. Mortgage dated September 24, 2013, and recorded October 9, 2013, as Document No. 201300066996, made by Scott L. Goeddel, to Lonnie L Goeddel and Linda K. Goeddel, to secure a note in the originally stated principal amount of \$40,000.00, and to the terms and conditions thereof. (Parcels 4 & 5).

13. Subordination Agreement dated May 28, 2015, and recorded June 22, 2015, as Document No. 201500068385, made by Scott L. Goeddel, and given to Lonnie L. Goeddel and Linda K. Goeddel, which subordinates their Mortgage recorded as Document No. 201300066996. (Parcels 4 & 5).

14. Subordination Agreement dated November 25, 2016, and recorded December 1, 2016, as Document No. 69613, made by Scott L. Goeddel, and given to Lonnie L. Goeddel and Linda K. Goeddel, which subordinates their Mortgage recorded as Document No. 201300066996. (Parcels 4 & 5).

15. Mortgage dated July 25, 2022, and recorded August 17, 2022, as Document No. 202200074432, made by Scott L. Goeddel, Sally A. Goeddel, Lonnie L. Goeddel, Kenneth J. Parker, and Edward J. Hale, to State Bank, to secure a note in the originally stated principal amount of \$138,000.00, and to the terms and conditions thereof. (All Parcels).

16. Subordination Agreement dated July 29, 2022, and recorded August 17, 2022, as Document No. 202200074433, made by Lonnie L. Goeddel and Linda K. Goeddel, and given to State Bank of Waterloo, which subordinates the Mortgage recorded as Document No. 201300066996. (All Parcels).
17. We should be supplied with satisfactory evidence establishing the death, the testacy or intestacy, the status of tenancy at time of death, and the value of the Estate of Lonnie L. Goeddel, deceased; and this commitment is subject to such further exceptions, if any, as may then be deemed necessary.
18. Rights and interest of the spouse, **if any**, or the rights of a party to a civil union, **if any**, of title holder or person(s) taking title named in Schedule "A", and any claim asserted through or under the spouse or the party of a civil union.

NOTE: "Under the provisions of the Illinois Religious Freedom Protection and Civil Union Act, the parties to a Civil Union or any substantially similar legal relationship recognized by another state, are the same as those of married persons. Any reference herein to "spouse", "marital rights", "husband", "wife", or similar reference to marital status or rights associated with the marital status, shall include parties to a Civil Union or any substantially similar legal relationship recognized by another state and the rights thereunder.
19. NOTE: All documents are recorded in the Recorder's Office of Calhoun County, Illinois.
20. Right of use to a spring branch reserved by the Grantors in Warranty Deed dated November 1, 1916, and recorded in Book A-5, on Page 98. (Affects Parcel 3).
21. Easement of Right of Way heretofore conveyed to General Telephone Company on November 18, 1969, and recorded in Miscellaneous Record 14 on Page 143. (Affects Parcel 3).
22. Right of Way Permit conveyed to General Telephone Company dated September 10, 1969, in Book 14 on Page 115. (Affects Parcels 4 & 5).
23. Right of Way Easement dated November 16, 2004, and recorded June 29, 2005, as Document No. 58275, in Miscellaneous Record 34 on Page 46. (Affects Parcels 4 & 5).
24. Possible flood risks affecting the land and other land. (Affects All Parcels).
25. Rights of the City of Pittsfield, if any, for gas, water, and sewer assessments, easements, hook-on or use charges. (Affects All Parcels).
26. Scrivener's Error Affidavit dated July 9, 2018, and recorded July 12, 2018, as Document No. 201800070925, in Book 208 on Page 40. (Affects Parcels 3, 4, & 5).

- 27.** Any endorsement requested by an insured or proposed insured must be approved by First American Title Insurance Company.
- 28.** 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.
- 29.** Rights of the public or quasi-public utility companies in and to any portion of the land used for utility purposes.
- 30.** Zoning and/or other restrictions and prohibitions imposed by governmental authority.
- 31.** Rights of way for drainage ditches, feeders, tiles and laterals, if any.
- 32.** Right of the interested parties to the free and unobstructed flow of the brooks, streams, rivers, ponds, lakes or other bodies of water located on or bordering the property, if any.
- 33.** Subject to building lines, easements and restrictions, if any, of record.
- 34.** Financing statements, if any, not certified to by abstractor.
- 35.** Existing unrecorded leases, if any and rights of parties in possession under such unrecorded leases.
- 36.** 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.
- 37.** Except coal, oil, gas and other mineral title, and all rights and easements in favor of the estate of said coal, oil, gas, and other minerals excepted or reserved in prior conveyances. NOTE: No search has been made of the coal, oil, gas or other mineral title. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Record.
- 38.** NOTE FOR INFORMATION: Attention is directed to ordinance and regulations relating to connections, charges and liens for use of any public sewerage, water or other utility system serving the land referred to herein. We call your attention to the fact that all sewer and utility bills should be obtained from the offices supplying the service. We indicate only recorded liens.
- 39.** NOTE FOR INFORMATION: The recording of any deed hereunder is contingent upon approval by Department of Mapping and Platting of Calhoun County, Illinois as to compliance with the Plat Act.