# 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 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 6 months 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.

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.

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# ADVOCUS NATIONAL TITLE INSURANCE COMPANY

- 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.
- "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.
- 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.

#### 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.

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# ADVOCUS NATIONAL TITLE INSURANCE COMPANY

- 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

- 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.
- 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.

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# ADVOCUS NATIONAL TITLE INSURANCE COMPANY

#### 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 <a href="http://www.alta.org/arbitration">http://www.alta.org/arbitration</a>.

Issued By:
Western Illinois Title Services, LLC
130 S. Madison St.
Pittsfield, Illinois 62363
(217) 285-4220

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### Issued By ADVOCUS NATIONAL TITLE INSURANCE COMPANY

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

Issuing Agent:

Western Illinois Title Services, LLC

Issuing Office:

130 S. Madison St., Pittsfield, IL 62363

Issuing Office's ALTA® Registry ID: 1068297

Loan ID No .:

Commitment No.:

PIKE 18549-1

Issuing Office File No.: PIKE 18549

Property Address:

500 Piper Lane, Pittsfield, IL 62363

#### SCHEDULE A

Commitment Date: January 7, 2025 at 04:00 PM

Policy to be issued:

a. 2021 ALTA ® Loan Policy

Proposed Insured: Purchaser with contractual rights under a purchased agreement with the vested

owner identified at Item 4 below

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:

PCRE Real Estate & Auction, Inc., a dissolved Illinois corporation

5. The Land is described as follows:

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#### SCHEDULE A

(Continued)

A tract of land lying in and being a part of a certain three acre tract of land as recorded in Deed Record #235 at Page #150 in the Pike County Recorder of Deeds Office, Pittsfield, Pike County, Illinois and being more fully described as follows:

COMMENCING at a point marking the Southwest corner of the Northwest Quarter of Fractional Section 30 in Township 5 South, Range 3 West of the Fourth Principal Meridian, Pike County, Illinois; Thence North 01 degree, 19 minutes and 07 seconds West, along the West line of said Quarter Section, 1274.00 feet to the true point of beginning; Thence continue North 01 degree, 19 minutes and 07 seconds West, along the West line of said Quarter Section, 111.11 feet to a point marking the Southwest corner of a certain tract of land as recorded in Deed Book #50 at Page #12 in the Pike County Recorder of Deeds Office, Pittsfield, Illinois; Thence North 87 degrees 36 minutes and 22 seconds East, leaving the West line of the Northwest Quarter of said Fractional Section 30, and along the South line of a certain tract of land as recorded in Deed Book #50 at Page #12 in the Pike County Recorder of Deeds Office, Pittsfield, Illinois, 300.00 feet to a point marking the Southeast corner of said tract as recorded in Deed Book #50 at Page #12: Thence North 01 degree 19 minutes and 07 seconds West, along the East line of said tract as recorded in Deed Book #50 at Page 12, a distance of 94.00 feet to a point on the South line of Lot 7 of the Subdivision of the West One-half of the Northwest Quarter of the Northwest Quarter of said Fractional Section 30; Thence North 87 degrees, 36 minutes and 22 seconds East, along said South line, 360.00 feet to a point on the East line of the West One-half of the West One-half of the South One-half of the Northwest Quarter of said Fractional Section 30; Thence South 01 degree, 19 minutes and 07 seconds East, along said East line, 210.42 feet; Thence South 88 degrees, 04 minutes and 01 seconds West, 659.92 feet to the point of beginning, containing 2.50 acres, more/less, with the above described subject to that portion now being used for public road purposes (County Route #7). As per survey in October of 1995 of Marvin J. Likes, Illinois Professional Land Surveyor #35-2150.

#### EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL ESTATE:

A tract of land lying in and being a part of a certain three acre tract of land as recorded in Deed Record #235 at Page #150 in the Pike County Recorder of Deeds Office, Pittsfield, Pike County, Illinois and being more fully described as follows:

COMMENCING at a point marking the Southwest corner of the Northwest Quarter of Fractional Section 30 in Township 5 South, Range 3 West of the Fourth Principal Meridian, Pike County, Illinois; Thence North 01 degree, 19 minutes and 07 seconds West, along the West line of said Quarter Section, 1385.11 feet to a point marking the Southwest corner of a certain tract of land as recorded in Deed Book #50 at Page #12 in the Pike County Recorder of Deeds Office, Pittsfield, Illinois; Thence North 87 degrees 36 minutes and 22 seconds East, leaving the West line of the Northwest Quarter of said Fractional Section 30, and along the South line of a certain tract of land as recorded in Deed Book #50 at Page #12 in the Pike County Recorder of Deeds Office, Pittsfield, Illinois, 300.00 feet to a point marking the Southeast corner of said tract as recorded in Deed Book #50 at Page #12; Thence North 01 degrees 19 minutes and 07 seconds West, along the East line of said tract as recorded in Deed Book #50 at Page #12, a distance of 94.00 feet to a point on the South line of Lot 7 of the Subdivision of the West One-half of the Northwest Quarter of the Northwest Quarter of said Fractional Section 30; Thence North 87 degrees, 36 minutes and 22 seconds East, along said South line, 360.00 feet to the true point of beginning; Thence South 01 degree, 19 minutes and 07 seconds East, along said East line, 210.42 feet; Thence West 115 feet, more or less; thence North 01 degree 19 minutes and 07 seconds West, a distance of 210.42 feet; Thence East 115 feet, more or less to the point of beginning, with

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# SCHEDULE A

(Continued)

the above described subject to that portion now being used for public road purposes.

ISSUED BY:

Western Illinois Title Services, LLC

130 S. Madison

Pittsfield, IL 62363

Phone: (217) 285-4822

Authorized Signatory

ADVOCUS NATIONAL TITLE INSURANCE COMPANY

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# ADVOCUS NATIONAL TITLE INSURANCE COMPANY

### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

- 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.
- Pay the agreed amount for the estate or interest to be insured.
- Pay the premiums, fees, and charges for the Policy to the Company.
- 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.
  - Warranty Deed from PCRE Real Estate & Auction, Inc., a dissolved Illinois corporation & Christopher Nichols and Cyndi Borrowman as the only shareholders to To Come.
- 5. The following additional requirements must be satisfied at or prior to the closing:
  - a. The borrower and seller must bring a valid government issued photo ID bearing their signature to the closing.
  - Each seller must provide a valid forwarding address and social security number to be submitted to the IRS for 1099 purposes.
  - c. Payoff letters must be current and not subject to additional terms. We reserve the right to verify payoff figures prior to disbursement. Any additional funds required to satisfy a lien in full must be deposited by the parties involved immediately.
  - d. All funds brought to closing must be in the form of wire transfer, certified check, or cashier's check.
- If the Property is Commercial and Extended Coverage over the five General Exceptions is requested, ATG should be furnished with the following:
  - a. A Current ALTA/ASCM or Illinois Land Title Survey Certified to Attorneys' Title Guaranty Fund, Inc.;
  - b. A Properly executed ALTA Statement;

Matters disclosed by the above documentation will be shown specifically on Schedule B.

NOTE: There will be an additional charge for this coverage.

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

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## SCHEDULE B, PART I

(Continued)

- If you are a lender, your ATG Closing Protection Letter will be valid only if you receive it in one of the following two ways:
  - (1) as an email from the domain "@atgf.com," or
  - (2) as a fax from fax number 312.372.9509 or 217.403.7401.
- 10. The following additional requirements must be satisfied:

Release of Mortgage: 2020-2955 Release of Mortgage: 2020-2956

Personal Undertaking from corporate officers and/or stockholders/members of PCRE Real Estate &

Auction, Inc.

Affidavit from corporate officers stating all potential claims from creditors have been satisfied.

A list of all shareholders and corporate officers.

Issued By:
Western Illinois Title Services, LLC
130 S. Madison St.
Pittsfield, Illinois 62363
(217) 285-4220

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# ADVOCUS NATIONAL TITLE INSURANCE COMPANY

# 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:

#### **General Exceptions**

- Rights or claims of parties in possession not recorded in the Public Records.
- 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.
- 3. Easements or claims of easements not recorded in the Public Records.
- Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the Public Record.
- Taxes or special assessments which are not shown as existing liens by the Public Records.

#### **Special Exceptions**

 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.

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## SCHEDULE B, PART II

(Continued)

- 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 ATG ALTA Statement form or an equivalent form:
  - a. 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;
  - 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. Any Owner's Policy issued pursuant to this Commitment will be subject to the following exception: The property address listed on Schedule A is provided solely for informational purposes, without warranty as to accuracy or completeness, and is not hereby insured and is not included in the Land as defined in Condition 1.
- The lien of taxes assessed for the year 2024 and thereafter:

First installment 2023 taxes in the amount of \$290.47 is Paid. Second installment 2023 taxes in the amount of \$290.47 is Paid. Taxes for the year 2024 are not yet due and payable. Permanent Index No. 53-045-04C

The lien of taxes assessed for the years 2024/2025 and thereafter:

First installment 2023 taxes in the amount of \$92.19 is Paid. Second installment 2023 taxes in the amount of \$92.19 is Paid. Taxes for the years 2024/2025 are not yet due and payable. Permanent Index No. 53-045-04B

- The parcel I.D. number(s) is not guaranteed and the amount of taxes is provided for informational purposes only.
- Mortgage dated November 30, 2020 and recorded November 30, 2020, as Document No. 2020-2955, executed by Pcre Real Estate & Auction Inc, and given to CNB Bank & Trust, N. A., to secure a note in the amount of \$130,000.00, and such other sums as provided therein.

ADVOCUS should be provided with a statement from the borrower regarding the above mortgage disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender regarding delayed or postponed payments or other restructuring of the debt secured by the mortgage

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### SCHEDULE B, PART II

(Continued)

- 13. Real Estate Mortgage dated November 30, 2020 and recorded November 30, 2020, as Document No. 2020-2956, executed by PCRE Real Estate & Auction, Inc, and given to Two Rivers RC&D/City of Pittsfield Revolving Loan Fund, to secure a note in the amount of \$20,000.00, and such other sums as provided therein.
  - ADVOCUS should be provided with a statement from the borrower regarding the above mortgage disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender regarding delayed or postponed payments or other restructuring of the debt secured by the mortgage
- 14. The lien of any additional taxes resulting from construction of new or additional improvements in such years which are assessed in a subsequent year and added to a subsequent year's tax bill.
- 15. Rights of way for drainage ditches, feeders, laterals and underground pipe or tile, if any.
- Financing statements, if any.
- Rights of ways for public utilities, if any.
- Rights of the public, the State of Illinois and the municipality in and to that part of the land, if any, taken, used or dedicated for roads, streets, alleys or highways.
- Confirmed special assessments, if any, constructive notice of which is not imparted by the records of the Recorder of Deeds.
- 20. Rights of zoning ordinances and building codes, if any.
- Existing unrecorded leases and tenancies and all rights thereunder of the lessees and tenants and of any person claiming by, through or under the leases.
- 22. The acreage stated in the legal description is for descriptive purposes only. Nothing in this commitment, or any policy, when issued, should be construed as insuring against loss or damage due to the inaccuracy or discrepancy in the quantity of land so described.
- Rights of the City of Pittsfield for water, sewer or gas assessments, easements, hook-on and use charges, if any.
- Subject to the grant of an easement for ingress and egress contianed in Warranty Deed recorded August 26, 2008 as Document #2008-2981 in Book 777 at Page 87, Recorder's Office of Pike County, Illinois.
- Temporary Construction Easement dated April 27, 2012, and recorded June 4, 2012, as Document No. 2012-1626, in Book 819 at Page 194 in the Office of the Pike County Recorder. (See record for further particulars)

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### SCHEDULE B, PART II

(Continued)

- 26. PCRE Real Estate & Auction, Inc. was dissolved on January 7, 2025. We note the following with respect thereto and this Commitment is subject to:
  - 1. Rights of the creditors of said corporation, including the United States of America;
  - Franchise tax in favor of the State of Illinois against PCRE Real Estate & Auction, Inc., an Illinois corporation existing under the laws of the State of Illinois.
- 27. The product provided to the customer Trophy Properties and Auction is for a Commitment only. The liability of Western Illinois Title Services, LLC, and Advocus National Title Insurance Company, (hereinafter Company) in issuing this Commitment is limited to the Commitment amount of \$10,000.00 only. If this Commitment is used by the customer as the search required in order for the customer to issue a title insurance commitment policy, or if the information contained in this Commitment is resold, or relied on by the customer to an extent greater than \$10,000.00 in value, the customer does so at their own risk. The customer, by receipt of, or reliance on, this Commitment, hereby acknowledges their understanding of the above and agrees to the above and that this Commitment will be automatically deemed void 6 months after issuance of same unless a final policy has been requested of and provided by the Company. Customer also acknowledges and agrees by receipt of, or reliance on, this Commitment, that the fee paid to Company is commensurate with \$10,000.00 of title insurance coverage. This paragraph shall survive termination or voiding of this Commitment.

Issued By:
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# ▲ Advocus National Title Insurance Company

# Affiliated Companies

#### PRIVACY POLICY NOTICE

This Notice sets forth the privacy policies and practices of Advocus National Title Insurance Company (Advocus™) and its affiliated companies, Advocus Title Agency, LLC, ATG Trust Company, NLT Title, and The Judicial Sales Corporation. This Notice identifies the sources of nonpublic, personal information we collect regarding our customers, and specifies what measures we take to secure that information.

The words "you" and "your" mean all of our consumer customers who have a business relationship with us, such as:

- Insureds under Advocus title insurance policies;
- Parties to real estate transactions;
- Persons with a trust account; and
- Borrowers who have a loan account or who have applied for a loan.

"We," "our," and "us" mean Advocus and its affiliated companies listed above.

"Nonpublic personal information" means information about you that we collect in connection with providing a financial product or service to you. Non-public personal information does not include information that is available from public sources, such as telephone directories or government records.

An "affiliate" is a company we own or control, a company that owns or controls us, or a company that is owned or controlled by the same company that owns or controls us. Ownership does not mean complete ownership, but means owning a sufficient share to have control.

A "nonaffiliated third party" is a company that is not an affiliate of ours.

#### THE INFORMATION WE COLLECT

We collect nonpublic, personal information about you from the following sources:

- Information we receive from you on title insurance applications or other forms associated with your transaction with us;
- Information from a consumer reporting agency;
- Miscellaneous information about your transaction that becomes part of our file on your transaction with us; and
- Information about your transactions with nonaffiliated third parties.

We do not disclose any nonpublic, personal information about you to anyone, except as authorized by law.

#### THE CONFIDENTIALITY, SECURITY, AND INTEGRITY OF YOUR NONPUBLIC PERSONAL INFORMATION

We restrict access to nonpublic, personal information about you to only those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to protect your nonpublic personal information from unauthorized use.

#### NONPUBLIC PERSONAL INFORMATION AND NONAFFILIATED THIRD PARTIES

You have entrusted us with important personal information about you, and we will not disclose your nonpublic, personal information to nonaffiliated third parties, except as permitted by law.

#### NONPUBLIC PERSONAL INFORMATION AND FORMER CUSTOMERS

We do not disclose nonpublic, personal information about former customers, except as permitted by law.