



File Number: A241011

INFORMATIONAL REPORT

1. Title to the estate or interest in the Land is at the date of this Informational Report is vested in: [Edward A. Derler, Jr.](#)
2. The estate or interest in the Land described or referred to in this Informational Report is [Fee Simple](#).
3. The report reflects a title search of the public records thru the Search Date of: [January 28, 2025](#).

By: 

The legal description of the land searched is:

Parcel 1:

Part of the Southwest Quarter of the Northwest Quarter of Section 29, Township 9 North, Range 1 East of the Third Principal Meridian, Fayette County, Illinois, more particularly described as follows:

Beginning at an Iron Pin (set) marking the Southwest corner of the North Half of the Southwest Quarter of the Northwest Quarter of said Section 29, Thence North 1 degree 07 minutes 49 seconds East, (basis of bearings per Illinois State Plane Coordinate System, Zone East, NAD83) along the West line of the Northwest Quarter of said Section 29, a distance of 30.00 feet to an Iron Pin (set), Thence South 88 degrees 18 minutes 21 seconds East, parallel with the South line of the North Half of the Southwest Quarter of the Northwest Quarter of said Section 29, a distance of 394.90 feet to an Iron Pin (set), Thence North 0 degrees 40 minutes 12 seconds East, a distance of 51.40 feet to an Iron Pin (set), Thence South 88 degrees 18 minutes 21 seconds East, parallel with the South line of the North Half of the Southwest Quarter of the Northwest Quarter of said Section 29, a distance of 925.14 feet to an Iron Pin (set) on the East line of the Southwest Quarter of the Northwest Quarter of said Section 29, Thence South 1 degree 02 minutes 15 seconds West, along the East line of the Southwest Quarter of the Northwest Quarter of said Section 29, a distance of 741.51 feet to the Southeast corner to the Southwest Quarter of the Northwest Quarter of said Section 29, Thence North 88 degrees 18 minutes 42 seconds West, along the South line of the Northwest Quarter of said Section 29, a distance of 1320.82 feet to the Southwest corner of the Southwest Quarter of the Northwest Quarter of said Section 29, Thence North 1 degree 07 minutes 49 seconds East, along the West line of the Northwest Quarter of said Section 29, a distance of 495.24 feet to the Southwest corner of Prater Cemetery, Thence South 88 degrees 18 minutes 21 seconds East, along the South line of Prater Cemetery, a distance of 528.00 feet to the Southeast corner of Prater Cemetery, Thence North 1 degree 07 minutes 49 seconds East, along the East line of Prater Cemetery, a distance of 165.00 feet to the South line of the North Half of the Southwest Quarter of the Northwest Quarter of said Section 29, Thence North 88 degrees 18 minutes 21 seconds West, along the South line of the North Half of the Southwest Quarter of the Northwest Quarter of said Section 29, a distance of 528.00 feet to the Point of Beginning, as shown on Plat of Survey made by Ricky R. Cox dated January 8, 2025 and recorded _____, as Document No. _____.



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Together with and subject to an access/utility easement being described as the West 30 feet of the North Half of the Southwest Quarter of the Northwest Quarter of said Section 29, Township 9 North, Range 1 East of the Third Principal Meridian. as shown on Plat of Survey made by Ricky R. Cox dated January 8, 2025 and recorded _____, as Document No. _____.

Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

Situated in Fayette County, Illinois.

PPN: 13-02-29-100-003 (Larger Parcel)

Parcel 2:

The West Half of the Southwest Quarter of Section 29, 9 North, Range 1 East of the Third Principal Meridian, in Fayette County, Illinois.

Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

Situated in Fayette County, Illinois.

PPN: 13-02-29-300-001



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EXPECTED REQUIREMENTS

Based on the results of this Informational Report, if a policy of title insurance were to be ordered as of the Search Date, the following requirements would need to be met, in order to issue a policy of title insurance:

1. Any proposed Insured must notify the company in writing of the name of any party not referred to in this Informational Report who will obtain an interest in the Land or who would make a loan on the land. Our Company would 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 any policy to the company.
4. Documents satisfactory to our company that convey title or create any mortgage to be insured, or both, would have to be properly authorized, executed, delivered, and recorded in the public records.
5. Our company would need be informed, prior to closing, of any alterations, repairs or new construction in progress, recently completed or contemplated, at which time additional requirements might become necessary.
6. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, our company would not be able to close or insure any transaction involving land that is associated with these activities.
7. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow.
8. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
9. Any proposed policy amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed policy amount(s) would be revised and premiums charged consistent therewith when any final amounts were approved.
10. Purchase Agreement executed by and between Edward A. Derler, Jr. and Becky Derler, as sellers, and _____, as purchasers. This Commitment is subject to such further exceptions and requirements as may be deemed necessary.
11. Obtain and Record Plat of Survey made by Ricky R. Cox, Job No. 2025-01-03, dated January 8, 2025. Must be made a matter of Public Record.
12. Warranty Deed executed by Edward A. Derler, Jr and Becky Derler to _____. Must be made a matter of Public Record.
13. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.



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14. This commitment is subject to an update if the effective date as listed on Schedule A is older than 30 days. Please contact Community Title and Escrow to request and update to this commitment.
15. Any installment of real estate taxes that are due and payable must be paid.
16. We require a notarized affidavit from all seller(s), purchaser(s), borrower(s), lessee(s), and any other parties holding an interest in the land establishing:
 - (i) the identity of any broker(s), known to have an agreement with the affiant, or any party claiming by, through or under said affiant, relative to any interest in the land, and
 - (ii) the amount of compensation due or to become due such broker(s), or
 - (iii) certifying that there are no broker(s) with any lien, or right to a lien, under any existing agreement with a broker.

We must be advised whether the subject premises has a property manager, and this Commitment is subject to such additional exceptions or requirements as we then deem necessary. We should be furnished either a statement that there is no property manager employed to manage the land, or in the alternative, if there is a property manager, we should be furnished a final lien waiver from any property manager acting on behalf of the owner.

In the event that said affidavit(s) is not provided, then our policy(ies) when issued shall contain the following exception(s):

Any lien, or right of lien, of a broker for compensation agreed upon by the broker and the broker's client or customer under the terms of any agreement for the purpose of buying, selling, leasing, financing, or otherwise conveying any interest in the land, under Public Act 87-779, S.H.A. Ch. 82 Paragraph 651.

Any lien, or right of lien, of any Property Manager.

17. CLOSING INFORMATION NOTE: If the closing of subject property is to be conducted by Community Title & Escrow, Ltd., we require all monies due from the purchase or the loan to be in the form of a wire transfer. We are required by law not to disburse funds until such "Good Funds" have been deposited, finally settled and credited to our escrow account. Wire transfers qualify as "Good Funds" immediately upon receipt.



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EXPECTED EXCEPTIONS

Based on the results of this Informational Report, if a policy of title insurance were to be ordered as of the Search Date, the following exceptions would be expected to appear on any policy of title insurance:

THIS INFORMATIONAL REPORT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

Any Policy would not insure against loss or damage resulting from the terms and provisions 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 Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land 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 or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes or special assessments which are 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 2024 and thereafter are a lien. Taxes for the year 2023 due and payable in 2024 are as follows:

Parcel ID Number: 13-02-29-100-003 (Larger Parcel)
Taxes are assessed in the amount of \$744.20 and are now paid.
The current tax information reflects Owner Occupied and Senior Homestead exemptions.

Parcel ID Number: 13-02-29-300-001
Taxes are assessed in the amount of \$260.48 and are now paid.
The current tax information reflects no exemptions.

NOTE: PERMANENT PARCEL NUMBERS ARE PROVIDED FOR INFORMATION ONLY. WE NEITHER GUARANTEE NOR INSURE THE ACCURACY OR COMPLETENESS THEREOF. YOU ARE ADVISED THAT YOU SHOULD NOT RELY UPON THESE NUMBERS AND SHOULD INDEPENDENTLY VERIFY TAX PARCEL NUMBERS AND THE STATUS THEREOF.

8. Special Assessments dues which are not shown as existing liens by the public records.
9. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
10. Utility and/or drainage easements, if any.
11. Easement for public and quasi-public utilities, if any.
12. No examination has been made of the mineral title. Coverage shall not be construed as including the title to minerals underlying the subject premises.
13. Any and all easements, restrictions, outstanding oil, gas and mineral rights, and rights to aboriginal antiquities of record, but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status, or national origin.
14. All rights and easements in favor of the holder of any interest in the mineral estate or any party claiming by, through, or under said holder.
15. Rights of the Public, the State of Illinois, the County, the Township and the Municipality in and to that part of the premises taken, used, or dedicated for roads or highways.
16. Rights of tenants in possession under unrecorded leases, if any.
17. We have made a search of the public records under the proposed buyer as _____. We reserve the right to amend this commitment after making a further search in the event of additional buyers and/or substitution of buyers.
18. Any lien, or right of lien, of a broker for compensation agreed upon by the broker and the broker's client or customer under the terms of any agreement for the purpose of buying, selling, leasing, financing, or otherwise conveying any interest in the land, under Public Act 87-779, S.H.A. Ch. 82 Paragraph 651.
19. Any lien, or right of lien, of any property manager.
20. Attention is directed to ordinances and regulations relating to connections, charges, liens for use of any public sewerage, water or other utility system serving the land referred to herein. We call attention to the fact that all sewer and utility bills should be obtained from the offices supplying the service. We indicate only recorded liens.
21. Oil and Gas Lease executed by P.S. Lewis and Valetta L. Lewis to W. A. Wainright, dated July 1, 1938 and recorded August 17, 1938 in Book 313 Page 547, in the Recorder's Office of Fayette County, Illinois. (For further particulars see record.)
22. Easement executed by Rex W. Lee and Catherine Lee to the General Telephone Company, dated March 1, 1961 and recorded January 31, 1962 in Book 451 Page 768, in the Recorder's Office of Fayette County, Illinois. (For further particulars see record.)
23. Oil and Gas Lease executed by Rex W. Lee and Catherine Lee to Jess Harris, Jr., dated February 15, 1972 and recorded June 12, 1972 in Book 581 Page 873, in the Recorder's Office of Fayette County, Illinois. (For further particulars see record.)
24. Mineral Reservation as shown in Warranty Deed executed by Charles L. Cox and Michael L. Cox to Edward A. Derler and Carylton C. Derler, dated October 16, 1989 and recorded October 25, 1989 in Book 814 Page 1, in the Recorder's Office of Fayette County, Illinois. (For further particulars see record.)
25. Access for parcel number 13-02-29-300-001 is through adjoining parcel number 13-02-29-100-003. Access for parcel number 13-02-29-300-001 will not be insured if the properties are sold separately.
26. Restrictions, if any, of the County and City Zoning Departments.
27. Rights of the upper and lower riparian owners in and to the free and unobstructed flow of the water of the Ash Creek, without diminution or pollution.

28. Restrictions if any of the County and City Zoning Departments.

29. Terms, Provisions, and Conditions relating to the Easement described on Schedule A, contained in the Plat of Survey made by Ricky R. Cox, dated January 8, 2025, recorded _____, as Document No. _____.

30. Rights of the adjoining owner or owners to the concurrent use of said easement.

31. Matters of Plat of Survey made by Ricky R. Cox, dated January 8, 2025 and recorded _____, as Document No. _____. For further particulars see record.

The Company has delivered this Commitment and/or Policy to the proposed insured and/or insured by electronic means. All signatures contained herein are to be effective under the provisions of Section 5-110 of the Illinois Electronic Commerce Security Act (5 ILCS 175/5-110).

LIMITATION OF LIABILITY

This Informational Report is given for informational purposes only, is not a guarantee or opinion of title, and does not insure any party. This report is limited in scope and is not an abstract of title, title opinion, preliminary title report, title report, commitment to issue title insurance, or a title policy, and should not be relied upon as such. In providing this report, the Company is not acting as an abstractor of title. This report does not provide or offer any title insurance, liability coverage or errors and omissions coverage. This report is not to be relied upon as a representation of the status of title to the property and does not make a determination as to whether there may be a break in the chain of title.

If you do not wish to limit liability as stated herein and you desire that additional liability be assumed by the Company, you may request and purchase a policy of title insurance, a binder, or a commitment to issue a policy of title insurance. You therefore agree, as part of the consideration for the issuance of this report and to the fullest extent permitted by law, to limit the liability of the Company, its licensors, agents, service providers, subsidiaries, affiliates, employees, and subcontractors, for any and all claims, liabilities, causes of action, losses, costs, damages and expenses of any nature whatsoever, including attorney's fees, however alleged or arising including but not limited to those arising from breach of contract, negligence, the Company's own fault and/or negligence, errors, omissions, strict liability, breach of warranty, equity, the common law, statute, or any other theory of recovery or from any person's use, misuse, or inability to use the report, so that the total aggregate liability of the Company, its employees, agents and subcontractors shall not exceed the Company's total fee for this report.