

**IF YOU ARE DIRECTED TO WIRE FUNDS FOR YOUR REAL ESTATE
TRANSACTION BY EMAIL**



**AND VERIFY WIRE INSTRUCTIONS BY TELEPHONE OR IN PERSON
BEFORE INITIATING ANY WIRE TRANSFER OF FUNDS**

**EMAIL HACKING AND FRAUDULENT WIRE INSTRUCTIONS ARE ON THE RISE WITH THE INTENT TO
MISDIRECT YOUR FUNDS. WE STRONGLY RECOMMEND THAT YOU CALL THE WIRE RECIPIENT TO
VERIFY WIRE INSTRUCTIONS BEFORE INITIATING ANY WIRE TRANSFER OF FUNDS**

**ONLY USE CONTACT INFORMATION FOR THE WIRE RECIPIENT THAT YOU KNOW IS CORRECT AND
THAT CAN BE VERIFIED FROM AN INDEPENDENT SOURCE, SUCH AS THE SALES CONTRACT, PRIOR
COMMUNICATION, OR THE RECIPIENT'S WEBSITE. DO NOT RELY ON CONTACT INFORMATION
CONTAINED IN AN EMAIL.**



WE DO NOT ACCEPT OR REQUEST
CHANGES TO WIRING INSTRUCTIONS VIA EMAIL.
Always call to verify.

Invoice

TERRILL TITLE COMPANY, INC.



Invoice Date: 6/20/2025

File Number: 46780

To:

Whitetail Properties Real Estate, LLC
PO Box 251
Pittsfield, IL

Please Remit Payment To:

West State Title Company dba Terrill Title Co., Inc.
117 S. Side Square
Macomb, IL 61455
309-833-2881

Description	Seller / Owner Expenses	Buyer / Borrower Expenses
Search and Exam Fee (residential) 2 Tracts		\$225.00
Note: Later Date Searches are \$70 each		\$0.00
SubTotals	\$0.00	\$225.00
Total Amount Due:		\$225.00

Invoices for Commitments are due at the time of Closing no later than 60 days of invoice date.

Invoices for all other title products are due upon receipt. Cancellation fees will be due for completed work. Contact the issuing office for details.

This invoice is for search fees only. Premiums for the policy are not included and will be added to the invoice once the actual amount of insurance is determined. The minimum premium is \$125.00 plus \$3.00 Illinois Policy Fee.

In Reference To:

Daniel E. Lotz and Cynthia L. Lotz

Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Rural Property, McDonough County, McDonough County, IL



WEST STATE TITLE COMPANY

As you may have noticed, title commitments issued by the West State Title Family of Companies now include hyperlinks to relevant property documents. We are excited about how this new feature allows us to present you with detailed, and easy-to-understand additional information.

In today's world, there should be hesitancy to click unknown links, and our team always appreciates your vigilant efforts to help us fight cybersecurity and wire fraud. However, we wanted to make it clear that these new links in your commitments are indeed legitimate, and we hope, very useful to you and your customers.

As always, reach out to us with any questions you may have.

Best regards,

Amy L. Coats
President
West State Title Company

ALTA COMMITMENT FOR TITLE INSURANCE



Issued by **OLD REPUBLIC 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 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, **Old Republic National Title Insurance Company**, a Florida 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.

WEST STATE TITLE COMPANY

Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607

(612) 371-1111

www.oldrepublictitle.com

By

President

Attest

Secretary

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

ORT Form 4757

ALTA Commitment for Title Insurance 2021 v. 01.00

07/01/2021

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.

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.

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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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: **West State Title Company dba Terrill Title Co., Inc.**

Issuing Office: **117 S. Side Square, Macomb, IL 61455**

Issuing Office's ALTA® Registry ID: **0001000**

Loan ID Number:

Commitment Number:

Issuing Office File Number: **46780**

Property Address: **Rural Property, McDonough County, IL**

SCHEDULE A COMMITMENT

1. Commitment Date: **June 12, 2025, at 8:00 am**
2. Policy to be Issued:
 - a. 2021 ALTA® Owner's Policy
Proposed Insured: **Purchaser with contractual rights under a purchase 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 **Daniel E. Lotz and Cynthia L. Lotz** and, as disclosed in the Public Records, has been since **Tract 1: October 20, 2006 Tracts 2 & 3: February 15, 2008**
5. The Land is described as follows:
SEE ATTACHED EXHIBIT "A"

WEST STATE TITLE COMPANY

By: 

Authorized Signatory

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EXHIBIT "A"

TRACT 1:

A tract of land lying in and being a part of the Southeast Quarter of Section 26, Township 5 North, Range 2 West of the Fourth Principal Meridian, McDonough County, Illinois, and being more fully described as follows: Commencing at a point marking the Southwest corner of the Southeast Quarter of the aforementioned Section 26; thence North 88 degrees 29'22" East (along the South line of said Quarter Section) a distance of 899.42 feet to the true point of beginning; said point of beginning being the Southwest corner of a certain 15 acre tract as described in Document #04-2561 in the Office of McDonough County Recorder of Deeds; thence North 01 degrees 02'54" East (along the West line of said 15 acre tract) 1418.59 feet to a point marking the Northwest corner thereof; thence North 87 degrees 03'17" East (along the North line of said tract and along the North line of a certain tract as described in Document #81-2459 and Document #81-2460 in the office of McDonough County Recorder of Deeds) a distance of 451.07 feet to a point on the East line of the West half of the Southeast Quarter of said Section 26; thence South 00 degrees 58'25" West (along said East line) 49.71 feet; thence North 89 degrees 00'07" East (leaving said East line) 59.47 feet; thence South 09 degrees 48'39" East 223.37 feet; thence South 88 degrees 25'27" East 305.30 feet; thence South 20 degrees 52'22" East 861.08 feet; thence South 48 degrees 50'36" East 440.33 feet; thence South 01 degrees 30'38" East 30.00 feet to a point on the South line of the Southeast Quarter of said Section 26; thence South 88 degrees 29'22" West (along said South line) 1517.92 feet to the point of beginning; containing 32.70 acres, more or less, with the above described subject to that portion now being used for public road purposes (County Route #22 and North 700th); as per survey during April of 2005 of Marvin J. Likes, Illinois Professional Land Surveyor #35-2150, situated in McDonough County, Illinois.

EXCEPT THE FOLLOWING:

A tract of land being part of the Southeast Quarter of Section 26, Township 5 North, Range 2 West of the Fourth Principal Meridian, McDonough County, Illinois, and being more particularly described as follows.

Commencing at a found iron rod marking the Southeast corner of the Southeast Quarter of said Section 26, as referenced on a plat of survey, recorded as Document Number 06-4864 of the McDonough County, Illinois, Recorder's Office; thence along the South line of the Southeast Quarter of said Section 26, South 88 degrees 28 minutes 39 seconds West, 286.07 feet to the point of beginning of the herein described tract of land.

From the point of beginning; thence continuing along said South line, South 88 degrees 28 minutes 39 seconds West, 728.88 feet to a point; thence leaving said South line, the following courses and distances: North 02 degrees 05 minutes 20 seconds East, 172.89 feet to a set iron rod; thence North 87 degrees 55 minutes 53 seconds East, 118.88 feet to a set iron rod; thence North 02 degrees 10 minutes 36 seconds East, 42.15 feet to a set iron rod; thence North 81 degrees 09 minutes 15 seconds East, 73.78 feet to a set iron rod; thence North 61 degrees 04 minutes 55 seconds East, 224.60 feet to found iron rod on the Western line of land, as described in a deed to Steve Onion and Cathy Onion, as recorded in Document Number 06-5549 of said Recorder's Office; thence along said Western line, South 48 degrees 50 minutes 57 seconds East, 440.51 feet to a found iron rod; thence South 01 degrees 23 minutes 20 seconds East, 29.91 feet to the point of beginning, being the same land described in survey made by the Jones Corporation, dated September 24, 2009 and recorded October 16, 2009 as Document Number 2009-4817 in the Recorder's Office of McDonough County, Illinois.

TRACT 2:

A tract of land lying in and being a part of the Southeast Quarter of Section 26, Township 5 North, Range 2 West of the Fourth Principal Meridian, McDonough County, Illinois, and being more fully described as follows: Commencing at a point marking the Southeast corner of the Southeast Quarter of the aforementioned Section 26; thence South 88° 29' 22" West (along the South Line of the Southeast Quarter of said Section 26) a distance of 37.23 feet to the true point of beginning; thence continue South 88° 29' 22" West (along said South Line) 248.84

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feet; thence North 01° 30' 38" West (leaving said South Line) 30.00 feet; thence North 48° 50' 36" West 440.33 feet; thence North 20° 52' 22" West 861.08 feet; thence North 88° 25' 27" West 305.30 feet; thence North 04° 24' 24" West 221.12 feet; thence South 89° 00' 07" West 80.54 feet to a point on the West Line of the East Half of the Southeast Quarter of said Section 26; thence North 00° 58' 25" East (along said West Line) 453.96 feet to a point on the Southerly Line of a certain tract of land as described in Document #81-2459 and Document #81-2460 in the office of McDonough County Recorder of Deeds; thence North 6° 46' 46" East (along said Southerly Line) 596.34 feet; thence South 41° 31' 27" East (leaving said Southerly Line) 498.98 feet; thence South 10° 47' 42" East 610.65 feet; thence South 68° 39' 48" East 234.40 feet; thence South 48° 14' 02" East 160.23 feet; thence South 01° 36' 08" West 96.06 feet to the point of beginning, containing 32.36 acres, more or less with the above described subject to that portion now being used for public road purposes (County Route #22 and North 700th); as per survey during April of 2005 of Marvin J Likes, Illinois Professional Land Surveyor #35-2150, situated in McDonough County, Illinois.

TRACT 3:

A tract of land lying in and being a part of the Southwest Quarter of Section 25, AND a part of the East Half of the Southeast Quarter of Section 26, all in Township 5 North, Range 2 West of the Fourth Principal Meridian, McDonough County, Illinois and being more fully described as follows: Beginning at a point marking the Southeast corner of the Southeast Quarter of the aforementioned Section 26; said point also being the Southwest corner of the Southwest Quarter of the aforementioned Section 25; thence South 88 degrees 29' 22" West (along the South line of the Southeast Quarter of said Section 26) a distance of 37.23 feet; thence North 01 degrees 36' 08" East (leaving said South line) 916.06 feet; thence North 48 degrees 14' 02" West 160.23 feet; thence North 68 degrees 39' 48" West 234.40 feet; thence North 10 degrees 47' 42" West 610.65 feet; thence North 41 degrees 31' 27" West 498.98 feet to a point on the Southerly line of a certain tract of land as described in Document #81-2459 and Document #81-2460 in the Office of the McDonough County Recorder of Deeds; thence North 61 degrees 46' 46" East (along said Southerly line) 946.31 feet to a point on the East line of the Southeast Quarter of said Section 26; said point also being on the West line of the Southwest Quarter of said Section 25; thence North 00 degrees 53' 20" East (along the West line of said Section 25) a distance of 132.00 feet to a point marking the Northwest corner of the Southwest Quarter of said Section 25; thence North 89 degrees 30' 03" East (along the North line of the Southwest Quarter of said Section 25) a distance of 560.16 feet; thence South 26 degrees 04' 57" West (leaving said North line) 226.68 feet; thence South 28 degrees 47' 40" West 230.56 feet; thence South 19 degrees 37' 11" West 48.34 feet; thence South 02 degrees 21' 24" West 854.34 feet; thence North 89 degrees 06' 15" West 298.37 feet; thence South 01 degrees 36' 08" West 1364.88 feet to a point on the South line of the Southeast Quarter of said Section 25; thence South 88 degrees 29' 22" West (along said South line) 2.83 feet to the point of beginning; containing 28.58 acres, more or less; with the above described subject to that portion now being used for public road purposes (County Route #22 and North 700th); as per survey during April of 2005 of Marvin J. Likes, Illinois Professional Land Surveyor #35-2150, situated in McDonough County, Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. There is excepted from this conveyance the rights of the public, the State of Illinois, any municipality, and any person or entity in and to that part of the premises in question taken, used, or dedicated for road or highway purposes, if any. This conveyance is subject to all easements and restrictions of record.

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SCHEDULE B I COMMITMENT

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 the 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. 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.
6. If **West State Title Company dba Terrill Title Co., Inc.** is acting as closing agent on behalf of the Proposed Insureds, the following additional requirements must be satisfied at or prior to closing:
 - (a) Each Seller must provide a valid forwarding address and social security number to be submitted to the IRS for 1099 purposes.
 - (b) 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.
 - (c) Pursuant to the "Good Funds" section of the Illinois Title Insurance Act all funds brought to closing must be in the form of wire transfer, certified or cashier's check provided that funds in excess of \$50,000.00 must be received by wire transfer. Please contact the Company for more information on the application of this requirement to your transaction.
 - (d) Pursuant to Illinois law, Closing Protection Letters shall be issued by Old Republic National Title Insurance Company to the parties to the transaction if it is closed by Old Republic National Title Insurance Company or its approved title insurance agent. The following charges shall be added to the Settlement Statement: \$25.00 for Lender coverage, \$25.00 for Buyer coverage and \$50.00 for Seller coverage. A refinance transaction will be \$50.00 for Borrower coverage plus Lender coverage as shown above.
7. 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.
8. The 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) will be revised and premiums charged consistent therewith when the final amounts are approved.

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9. The Company should be provided a statement from the Borrower(s) relative to any mortgage shown on Schedule B disclosing whether the Borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or postponed payments or other restructuring of the debt secured by the mortgage.
10. We should be furnished a properly executed ALTA statement and, unless the Land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation may be shown as an exception to Title on the Policy, when and if issued.

End of Schedule B I

SCHEDULE B II COMMITMENT

EXCEPTIONS FROM COVERAGE

Policy Number:

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. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate survey of the Land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/NSPS land title survey standards for commercial/industrial property.
5. 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.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. No search has been made for filings under the Uniform Commercial Code except for the County or Counties where the Land is located and we find none of record unless shown on Schedule B. (NOTE: We do not search for State UCC filings.)
8. 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.

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9. All assessments and taxes for the year 2024 and all subsequent years which are a lien although not yet due and payable.

Taxes for the year 2024 in the amount of \$3,687.06 are as follows:
1st installment in the amount of \$1,843.53 due June 23, 2025.
2nd installment in the amount of \$1,843.53 due September 12, 2025.
Tax I.D. #17-000-251-20 Part Tract 1.

Taxes for the year 2024 in the amount of \$145.24 are as follows:
1st installment in the amount of \$72.62 due June 23, 2025.
2nd installment in the amount of \$72.62 due September 12, 2025.
Tax I.D. #17-000-242-05 Part Tracts 2 & 3.

10. Mortgage dated June 10, 2021 and recorded June 14, 2021 as Document [#2021-1955](#) from Daniel E. Lotz and Cynthia Lee Lotz to Compeer Financial to secure payment of a note in the principal amount of \$117,500.00.
11. NOTE: Survey of premises in question recorded October 17, 2006 as Document [#2006-4864](#) with the Recorder's Office of McDonough County, Illinois.
12. Rights of way for drainage ditches, drain tile, feeders, laterals and underground pipes, not shown of record.

NOTE: Drainage assessments and drainage taxes are included in the General Exceptions herein before shown on Schedule B and should be considered when dealing with the Land.

13. Lease Agreement granted to RWE Renewables Development, LLC, a Delaware LLC dated September 27, 2022 and recorded September 30, 2022 as Document [#2022-2752](#).
14. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

End of Schedule B II

TERRILL TITLE COMPANY, INC.



Privacy Statement

West State Title Company (“WSTC”) respects the privacy and security of your non-public personal information (“Personal Information”) and protecting your Personal Information is one of our top priorities. This Privacy Statement explains WSTC’s privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. WSTC follows the privacy practices described in this Privacy Statement and, depending on the business performed, WSTC and its companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you, your lender, attorney or agent, on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders, attorneys, agents, and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with other companies with which WSTC is affiliated, such as insurance companies, agents, and other real estate service providers, to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information / Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, WSTC’s current policy is to maintain customers’ Personal Information for no less than your state’s required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
West State Title Company
230 West State Street
Jacksonville, IL 62650

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. The revision date of this Privacy Statement, as shown below, indicates the last time this Privacy Statement was revised or materially changed. You may also contact our office for the most current version of our Privacy Statement. Revised 07/16.



FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
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Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Go to www.oldrepublictitle.com (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> · Give us your contact information or show your driver's license · Show your government-issued ID or provide your mortgage information · Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> · Sharing for affiliates' everyday business purposes - information about your creditworthiness · Affiliates from using your information to market to you · Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non- financial companies.</p> <ul style="list-style-type: none"> • Old Republic Title does not share with non-affiliates so they can market to you
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Old Republic Title doesn't jointly market.

Affiliates Who May be Delivering This Notice

American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.
Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company
Old Republic Title Company	Old Republic Title Company of Conroe	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.	RamQuest Software, Inc.
Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC	

Old Republic National Title Insurance Company
ALTA (2006) LOAN AND EXTENDED COVERAGE STATEMENT (ILLINOIS FORM)
STATEMENT REQUIRED FOR THE ISSUANCE OF ALTA OWNERS AND LOAN POLICIES

Commitment No.: **46780**

Date:

With respect to the land described in the above Commitment the Signatories herein, make the following statements to induce Old Republic National Title Insurance Company or its Agents to issue the subject title policy or policies, now or in the future.

STATEMENT OF SELLER(S) AND PURCHASER(S)

The Seller(s) and Purchaser(s) certify:

- 1) No contracts for the furnishing of any labor or material to the land or the improvements thereon have been let that have not been fully performed and satisfied;
- 2) No labor or materials have been furnished within the previous six months that has not been paid in full;
- 3) No security agreements or leases in respect to any goods or chattels that have or will become attached to the land or any improvements thereon as fixtures, have been given or are outstanding that have not been fully performed and satisfied;
- 4) There are no unrecorded leases to which the land may be subject for more than a three-year term or contain an option to purchase, right of renewal, right of first refusal or other unusual provisions;
- 5) There are no unrecorded contracts, deeds, mortgages, lines of credit, leases or options affecting the subject property;
- 6) No special assessments affect the land and no notice has been received of any proposed special assessments or common expense assessments;
- 7) No homeowners association affects the land;
- 8) The only occupants of the subject property are the Seller(s) or Purchaser(s);
- 9) No proceedings in bankruptcy or receivership or other action in any state or federal court affecting the property are pending.

The above certifications are true except for: _____

STATEMENT OF MORTGAGOR(S)

The Mortgagor(s), if any, certifies that the mortgage and the principal obligations it secures are good, valid, and free from all defenses; that any person purchasing the mortgage and the obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited. This certification is made to enable the holder or holders, from time to time, of the mortgage, and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the Purchasers or Pledges thereof against any defenses thereto by the Mortgagor or the Mortgagor's heirs, personal representative or assigns.

Individuals/Beneficiaries of Trust or Seller(s)/Owner(s)

Individuals/Beneficiaries of Trust or Purchaser(s)

Corporations

Corporations

IN WITNESS WHEREOF,

IN WITNESS WHEREOF,

_____ has caused these presents to be signed by its _____ President and attested to by its _____ Secretary under its corporate seal on the above date.

_____ has caused these presents to be signed by its _____ President and attested to by its _____ Secretary under its corporate seal on the above date.

By: _____

By: _____

President

President

Attest: _____

Attest: _____

Secretary

Secretary

LENDER'S DISBURSEMENT STATEMENT

The undersigned hereby certifies that the proceeds of the loan, secured by the mortgage insured under the loan policy to be issued pursuant to the above Commitment, were fully disbursed to or on the order of the Mortgagor on _____. To the best knowledge and belief of the undersigned, the proceeds will not be used to finance future improvements or repairs on the land.

Date: _____ Signature: _____