



ATTORNEYS' TITLE GUARANTY FUND, INC.

Commitment No. 230399905614

CHAMPAIGN, ILLINOIS

## ALTA COMMITMENT FOR TITLE INSURANCE

American Land Title Association Commitment for Title Insurance - adopted July 1, 2021

Issued by

ATTORNEYS' TITLE GUARANTY FUND, INC.

### 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, Attorneys' Title Guaranty Fund, Inc. ("ATG®" or 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.

### COMMITMENT CONDITIONS

#### DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

**2.** If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

**3.** The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements;
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. THE COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

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

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

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

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

**8. PRO-FORMA POLICY**

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

**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at [www.alta.org/arbitration](http://www.alta.org/arbitration).

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

Commitment Number: 230399905614  
Issuing Agent: Advanced Title Solutions, Inc.  
Issuing Office's  
ALTA® Registry ID: 1138261  
Property Address: 6117 Mathews Lane  
Millstadt, IL 62260  
Property Address: 6105 Mathews Lane  
Millstadt, IL 62260  
Property Address: 6101 Mathews Lane  
Millstadt, IL 62260

**COMMITMENT FORM - SCHEDULE A**

1. Commitment Date: January 31, 2023 at 8:00 am
2. Policy to be issued:
- a. ☐ 2021 ALTA Owner's Policy
- Proposed Insured:
- Proposed Amount of Insurance:
- b. ☐ 2021 ALTA Loan Policy
- Proposed Insured:
- Proposed Amount of Insurance: To Come

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:

Danny Mathews as to Parcels 1 and 3

Estate of Rosemary Mathews, as to a 5/6 interest and Danny Mathews as to a 1/6 interest as to Parcel 2

5. The Land is described as follows:

Parcel 1 - (024)

Part of the Southwest Quarter of the Southeast Quarter of Section 14, Township 1 South, Range 9 West of the Third Principal Meridian, St. Clair County, Illinois, more particularly described as follows, to-wit:

Commencing at the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 14; thence South 89° 49' 24" East, an assumed bearing along the North line of the Southwest Quarter of the southeast Quarter, a distance of 20.0 feet, to the Point of Beginning for the tract therein described; thence continuing 89° 49' 24" East, along said North line, a distance of 592.04 feet; thence South 00° 31' 14" West, a distance of 367.89 feet; thence North 89° 49' 24" West, a distance of 592.04 feet; thence North 00° 31' 14" East, a distance of 367.89 feet to the Point of Beginning.

Also, Part of the Northwest Quarter of the Southeast Quarter of Section 14, Township 1 South, Range 9 West of the Third Principal Meridian, St. Clair County, Illinois, more particularly described as follows, to-wit:

Commencing at an iron pin marking the Northeast corner of the Southeast Quarter of Section 14; thence North 89° 44' 54" West

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**Issued By:**

**Advanced Title Solutions, Inc.**  
**807 West Highway 50, Suite 5**  
**O'Fallon, IL 62269**  
**618-622-9750**

**3999**  
Agent No.

Signature of Agent or Authorized Signatory

along the North line of the Southeast Quarter of Section 14, a distance of 1987.41 feet to an iron pin; thence South 00° 12' 43" West, a distance of 1319.94 feet to an iron pin in the South line of the Northwest Quarter of the Southeast Quarter of Section 14; thence North 89° 41' 25" West, along the South line of the Northwest Quarter of the Southeast Quarter of Section 14, a distance of 114.32 feet to an iron pin in the South line of the Northwest Quarter of the Southeast Quarter of Section 14, said being the Point of Beginning for the tract herein described; thence North 89° 41' 25" West, along the South line of the Northwest Quarter of the Southeast Quarter of Section 14, a distance of 349.30 feet to an iron pin; thence North 29° 09' 51" East, a distance of 36.02 feet to an iron pin; thence South 84° 15' 40" East, a distance of 333.41 feet to the Point of Beginning.

Easement for Ingress and Egress as to Parcel 1 only, as stated in Grant of Easement dated March 2, 2011 and recorded May 6, 2011, as Document No. A02263993 by Paul Linder and given to Danny J. Mathews, described as follows:

Road Easement Centerline across part of the Northwest Quarter of the Southeast Quarter of Section 14, Township 1 South, Range 9 West of the Third Principal Meridian, St. Clair County, Illinois, more particularly described as follows, to-wit:

Commencing an iron pin marking the Northeast corner of the Southeast Quarter of Section 14; thence North 89° 44' 54" West along the North line of the Southeast Quarter of Section 14, a distance of 2645.93 feet to an iron pin marking the Northwest corner of the Southeast Quarter of Section 14; thence South 00° 17' 39" West along the West line of the Southeast Quarter of Section 14, a distance of 48.11 feet to the point of intersection with the Southerly Right-of-Way line of Urbana Road; thence North 89° 51' 45" East along the Southerly Right-of-Way line of Urbana Road, a distance of 9.68 feet to the Point of Beginning for the Road Easement Centerline herein described; thence South 05° 30' 53" East, a distance of 132.27 feet to a point; thence in a Southerly direction along a curve of the centerline to the left, having a radius of 728.37 feet, a chord bearing of South 11° 16' 21" East, a chord distance of 111.91 feet, an arc length of 112.02 feet to a point; thence in a Southerly direction along a curve of the centerline to the right, having a radius of 711.70 feet, a chord bearing of South 12° 41' 08" East, a chord distance of 114.23 feet, an arc length of 114.35 feet to a point; thence South 08° 23' 12" East, a distance of 280.69 feet to a point; thence in a Southerly direction along a curve of the centerline to the left, having a radius of 306.93 feet, a chord bearing of South 27° 30' 30" East, a chord distance of 205.49 feet, an arc length of 209.53 feet to a point; thence South 48° 43' 14" East, a distance of 75.44 feet to a point; thence in a Southerly direction along a curve of the centerline to the right, having a radius of 228.17 feet, a chord bearing of South 28° 33' 35" East, a chord distance of 165.29 feet, an arc length of 169.14 feet to a point; thence South 11° 21' 01" East, a distance of 34.05 feet to a point; thence in a Southerly direction along a curve of the centerline to the left having a radius of 216.42 feet, a chord bearing of South 38° 20' 03" East, a chord distance of 197.05 feet, an arc length of 204.59 feet to a point; thence South 62° 54' 00" East, a distance of 46.53 feet to a point; thence in a Southeasterly direction along a curve of the centerline to the right, having a radius of 273.90 feet, a chord bearing of South 51° 11' 17" East, a chord distance of 102.30 feet, an arc length of 102.90 feet to the point of intersection with the South line of the Northwest Quarter of the Southeast Quarter of Section 14, said point being the end point of the centerline and also being South 89° 41' 25" East, a distance of 596.84 feet from the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 14.

Except the coal, oil, gas and other minerals.

Parcel 2 - (010)

The Southwest Quarter of the Southeast Quarter, and the South Half of the Southeast Quarter of the Southeast Quarter, all in Section 14, Township 1 South, Range 9 West of the Third Principal Meridian, St. Clair County, Illinois.

EXCEPT THAT PORTION AS FOLLOWS:

Part of the Southwest Quarter of the Southeast Quarter of Section 14, Township 1 South, Range 9 West of the Third Principal Meridian, St. Clair County, Illinois, more particularly described as follows, to-wit:

Commencing at the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 14; thence South 89° 49' 24" East, an assumed bearing along the North line of the Southwest Quarter of the Southeast Quarter, a distance of 20.0 feet, to the Point of Beginning for the tract therein described; thence continuing 89° 49' 24" East, along said North line, a distance of 592.04 feet; thence South 00° 31' 14" West, a distance of 367.89 feet; thence North 89° 49' 24" West, a distance of 592.04 feet; thence North 00° 31' 14" East, a distance of 367.89 feet to the Point of Beginning.

ALSO EXCEPTION THAT PORTION AS FOLLOWS:

A tract of land situated in the North Half of the Southwest Quarter of the Southeast Quarter of Section 14, Township 1 South, Range 9 West of the Third Principal Meridian, more particularly described as follows:

Beginning at the Southeast corner of the North Half of the Southwest Quarter of the Southeast Quarter of Section 14, Township 1 South, Range 9 West; thence Northwardly along the East line of the said North Half of the Southwest Quarter of the Southeast Quarter of Section 14, Township 1 South, Range 9 West, 539 feet to a point on said East line; thence West, at right angles to the last described course, 417.4 feet to a point; thence South, at right angles to the last described course, 209.0 feet to a point; thence East, at right angles to the last described course, 208.7 feet to a point; thence South, at right angles to the last described course, 330 feet to a point in the South line of said North Half of the Southwest Quarter of the Southeast Quarter of Section 14; thence

East along the said Southerly line of the said North Half, 208.7 feet to the Point of Beginning.

Except the coal, oil, gas and other minerals.

Parcel 3 - (006)

A tract of land situated in the North Half of the Southwest Quarter of the Southeast Quarter of Section 14, Township 1 South, Range 9 West of the Third Principal Meridian, more particularly described as follows:

Beginning at the Southeast corner of the North Half of the Southwest Quarter of the Southeast Quarter of Section 14, Township 1 South, Range 9 West; thence Northwardly along the East line of the said North Half of the Southwest Quarter of the Southeast Quarter of Section 14, Township 1 South, Range 9 West, 539 feet to a point on said East line; thence West, at right angles to the last described course, 417.4 feet to a point; thence South, at right angles to the last described course, 209.0 feet to a point; thence East, at right angles to the last described course, 208.7 feet to a point; thence South, at right angles to the last described course, 330 feet to a point in the South line of said North Half of the Southwest Quarter of the Southeast Quarter of Section 14; thence East along the said Southerly line of the said North Half, 208.7 feet to the Point of Beginning.

Except the coal, oil, gas and other minerals.

COMMITMENT FORM - SCHEDULE B

Commitment No.: 230399905614

Commitment Date: January 31, 2023 at 8:00 am

State Issued: IL

File Name:

**PART I**  
**Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy.
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. 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.
  - b. Each seller must provide a valid forwarding address and social security number to be submitted to the IRS for 1099 purposes.
  - c. Payoff letters must be current and not subject to additional terms. We reserve the right to verify payoff figures prior to disbursement. Any additional funds required to satisfy a lien in full must be deposited by the parties involved immediately.
  - d. All funds brought to closing must be in the form of wire transfer, certified check, or cashier's check.
6. 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.
7. 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.
8. 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.

**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:

**Standard Exceptions**

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment that would be disclosed by an inspection or an accurate and complete land title survey of the Land.

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Issued By:

Advanced Title Solutions, Inc.  
807 West Highway 50, Suite 5  
O'Fallon, IL 62269  
618-622-9750

3999

Agent No.

Signature of Agent or Authorized Signatory

3. Easements, or claims of easements, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law, and not shown by the Public Records; and
5. Taxes or special assessments that are not shown as existing liens by the Public Records.

### Special Exceptions

1. 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.
2. 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 ALTA Statement form or an equivalent form:
  - a. Any lien, or right to a lien, for services, labor, material, or equipment 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.

3. The lien of taxes assessed for the year 2022 and thereafter:

First installment 2021 taxes in the amount of \$84.53 is PAID.  
Second installment 2021 taxes in the amount of \$84.53 is PAID.  
Taxes for the year 2022 are not yet due and payable.

Permanent Index No. 12-14.0-400-024

Exemptions: None

4. The lien of taxes assessed for the year 2022 and thereafter:

First installment 2021 taxes in the amount of \$745.82 is PAID.  
Second installment 2021 taxes in the amount of \$745.82 is PAID.  
Taxes for the year 2022 are not yet due and payable.

Permanent Index No. 12-14.0-400-010

Exemptions: Owner Occupied - \$6,000; Senior - \$5,000; Senior Freeze - \$45,766

5. The lien of taxes assessed for the year 2022 and thereafter:

First installment 2021 taxes in the amount of \$464.19 is PAID.  
Second installment 2021 taxes in the amount of \$464.19 is PAID.  
Taxes for the year 2022 are not yet due and payable.

Permanent Index No. 12-14.0-400-006

Exemptions: None

6. Oil and Gas Lease dated October 3, 1929 and recorded February 15, 1930 in Book 754, page 132 by Mary M. Buecher and given to Richard Zeppfeld and Frank Seibel. Said Lease assigned in Book 753, page 622.
7. Oil and Gas Lease dated September 30, 1929 and recorded February 15, 1930 in Book 760, page 731 by Emil Buecher and Frieda Buecher and given to Richard Zeppenfeld and Frank Seibel. Said Lease assigned in Book 753, page 622.
8. Oil and Gas Lease dated December 11, 1930 and recorded March 8, 1932 in Book 784, page 218 by Mary M. Buecher and given to Richard Zeppenfeld, Joseph G. May and Paul Sherest. Said Lease assigned in Book 784, page 240.
9. Oil and Gas Lease dated November 26, 1930 and recorded March 8, 1932 in Book 791, page 42 by Emil Buecher and Frieda Buecher and given to Richard Zeppenfeld, Joseph G. May and Paul Sherest. Said Lease assigned in Book 784, page 240.



10. Lease dated June 8, 1936 and recorded June 15, 1936 in Book 849, page 426 by Emil Buecher and Frieda Buecher and given to R. Clair Luster.
11. Deed for Right-of-way for Public Road Purposes dated August 21, 1939 and recorded January 14, 1941 in Book 902, page 447 by Emil Buecher and Frieda Buecher and given to Town of Millstadt, County of St. Clair in the State of Illinois.
12. Coal Lease and Contract dated May 8, 1939 and recorded October 5, 1939 in Book 915, page 252 by Emil Buecher and Frieda Buecher and given to F. C. Morgan Coal Co.
13. Oil and Gas Lease dated June 4, 1940 and recorded June 26, 1940 in Book 919, page 171 by Mary Buecher and given to J.L. Jefferis.
14. Oil and Gas Lease dated June 3, 1940 and recorded June 26, 1940 in Book 919, page 478 by Emil Buecher and Frieda Buecher and given to J.L. Jefferis.
15. Oil and Gas Lease dated June 6, 1940 and recorded June 26, 1940 in Book 919, page 480 by August F. Buecher and Elfrieda Buecher and given to J.L. Jefferis.
16. Easement dated April 26, 1968 and recorded June 15, 1970 in Book 2228, page 587 by Leroy Wm. Mathews and Rosemary C. Mathews and given to Illinois Power Company.
17. Restriction for tributary area as stated in Warranty Deed dated August 25, 1986 and recorded September 2, 1986 in Book 2647, page 538 by Leroy Wm. Mathews and Rosemary Mathews and given to Danny J. Mathews and Suzanne M. Mathews.
18. Easement dated November 10, 1986 and recorded April 21, 1987 in Book 2672, page 285 by Danny J. Mathews and Suzanne M. Mathews and given to Illinois Power Company.
19. Easement dated November 10, 1986 and recorded April 21, 1987 in Book 2672, page 287 by Leroy Wm. Mathews and Rosemary Mathews and given to Illinois Power Company.
20. Notice of Corridor Protection Map Approval - FAP 888 - Gateway Connector recorded April 13, 2005, as Document No. A01903009. Notice of Abolition of Protected Corridor - FAP 888 - Gateway Connector recorded February 10, 2017, as Document No. A02526619.
21. Grant of Easement dated March 2, 2011 and recorded May 5, 2011 as Document No. A02263993 by Paul Linder and given to Danny J. Mathews.
22. Ingress and Egress as stated in Deed recorded December 29, 1947 in Book 1142, page 312 by Emil Buecher and Frieda Buecher and given to Leo Forbeck and Clara Forbeck.
23. Lease dated June 8, 1936 and recorded June 15, 1936 in Book 849, page 426 by Emil Buecher and Frieda Buecher and given to R. Clair Luster.
24. Access to the insured land is obtained through the following described parcel: 12-14.0-400-024 ("Access Parcel"). In the event title to the Access Parcel is severed from ownership of the insured land, any subsequent commitment and/or policy insuring the insured land will contain a Schedule B exception regarding the lack of access.
25. NOTE: Title to minerals has not been followed out.
26. Subject to building lines, easements and restrictions of record.
27. Except coal, gas or other minerals excepted or reserved in prior conveyances. NOTE: mineral title, if any, has not been followed out.
28. Rights of the public, the State of Illinois, township, county and the municipality in and to that part of the land shown on Schedule A, taken, used or dedicated for road or highway purposes.
29. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes.
30. If any document referenced herein contains a covenant, condition or restriction which violates 42 USC Section 3601 *et seq.* such covenant, condition or restriction to the extent of such violation is hereby deleted.
31. NOTE FOR INFORMATION: Attention is directed to ordinances and regulations relating to connections, charges and liens for use of any public sewerage, water or other utility system serving the land referred to herein. We call your attention to the fact that all sewer and utility bills should be obtained from the offices supplying the service. We indicate only recorded liens.

32. **NOTE OF INFORMATION:** The recording of any deed hereunder is contingent upon approval by the Department of Mapping and platting (or relevant office thereto) in the County where the land is located as to compliance with the Plat Act.
33. We should be provided with the amount of insurance for the MPA and this Commitment is subject to further exception upon receipt of same.
34. This Commitment, and any final policies issued, are subject to attorney/underwriting review and exam.
35. **NOTE FOR INFORMATION:** For questions on this Commitment, please contact your assigned closer.
36. If you would like to schedule a closing for this transaction, please contact our processor listed below:
- (618) 622-9750 phone or (618) 622-9751 fax or email us at:  
mo@ats-title.com
37. **NOTE:** ALL FUNDS REQUIRED FOR CLOSING MUST BE IN THE FORM OF A CASHIER'S CHECK, OR IF OVER \$50,000.00, IN THE FORM OF A WIRE TRANSFER ONLY.
38. **NOTE:** FOR PRELIMINARY HUDS OR CLOSING DISCLOSURES FOR CLOSINGS, PLEASE SEND REQUEST AND/OR FIGURES TO YOUR ASSIGNED CLOSER.
- LEEANN@ATS-TITLE.COM OR BONNIE@ATS-TITLE.COM. SENDING YOUR REQUEST TO ANY OTHER EMAIL WILL RESULT IN A DELAY.
39. **NOTE:** FOR ALL POST CLOSING RELATED ITEMS, INCLUDING BUT NOT LIMITED TO, FINAL TITLE POLICIES, PLEASE CONTACT MO WILKERSON AT (618) 622-9750 OR EMAIL YOUR REQUEST TO MO@ATS-TITLE.COM.

*End of Schedule B*