# ALTA COMMITMENT FOR TITLE INSURANCE issued by FIRST AMERICAN TITLE INSURANCE COMPANY

#### NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

# COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, First American Title Insurance Company, a North Carolina Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

# **COMMITMENT CONDITIONS**

#### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

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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.
- i. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I-Requirements;
  - 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
  - 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

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and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

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- 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.

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# FirstAmerican Title Insurance Company

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

Issuing Agent

Security First Title Co.

Issuing Office:

205 West Stephenson Street, Freeport, IL 61032

Issuing Office's ALTA® Registry ID:

Loan ID No .:

Commitment No.:

2024-2749\$

Issuing Office File No.: Property Address: 2024-2749S Timber Road, Lena, IL 61048

**SCHEDULE A** 

1. Commitment Date:

September 23, 2025 at 08:00 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:

\$50,000.00

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: The Estate of Jeannine L. Raders, deceased.
- 5. The Land is described as follows:

TRACT I:

The South Half (1/2) of the Southwest Fractional Quarter (1/4) of Section 19, Township 27 North, Range 6 East of the Fourth Principal Meridian; situated in the Township of Kent, County of Stephenson and State of Illinois.

TRACT II:

The North Half (1/2) of the Southwest Fractional Quarter (1/4) of Section 19, Township 27 North, Range 6 East of the Fourth Principal Meridian; EXCEPT that part thereof dedicated or taken for Public Road purposes; situated in the Township of Kent, County of Stephenson and State of Illinois.

Security First Title Co.

Bv:

Security First Title Co.

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#### FirstAmerican Title Insurance Company

#### SCHEDULE B, PART I- Requirements

All of the following Requirements must be met

- The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 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. You are advised that the "Good Funds" section of the Title Insurance Act, (215 ILCS 155/26), became effective January 1, 2010. This statute places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact our office regarding the application of this new law to your transaction.
- 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.
- 9. Properly executed and recordable Administrator's Deed, accompanied by affidavits and declarations, if appropriate, from Craig M. Raders, as Independent Administrator of The Estate of Jeannine L. Raders aka Jeannine Raders, deceased conveying fee simple title to a Purchaser with contractual rights under a purchase agreement with the vested owner, identified on Schedule A at Item 4.
- 10. 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.

This Commitment does not insure against judgments and/or liens which may appear of record against the unnamed proposed owners. Said judgments and/or liens, if any will be made part of the Commitment after the names of said Proposed owners are disclosed to us.

# SCHEDULE B, PART II - Exceptions

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AMERICAN LAND TITLE ASSOCIATION

# SCHEDULE B (Continued)

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Rights or claims of parties in possession not shown by the public records.
- 2. The effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
- Easements or claims of easements not recorded in 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.
- Taxes or special assessments which are not shown as existing liens by the public records.
- 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 will be shown specifically.
- 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
- 8. Taxes for the year 2025 and subsequent years. None yet due or payable.

TRACT I:

TAX CODE: 10-12-19-300-002 TAX AMOUNT: \$693.04

TRACT II:

TAX CODE:10-12-19-300-001 TAX AMOUNT: \$964.56

- 9. Riparian Rights are neither insured nor guaranteed.
- 10. Subject to the rights of others in and to the bed and waters of Yellow Creek crossing the premises insured hereunder.

Consequences of the meandering of Yellow Creek. (TRACT I)

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#### **SCHEDULE B**

(Continued)

- 11. Title to that part of the insured premises lying within the bounds of any public or private road or highway.
- 12. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
- 13. Existing unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through and under the lessees.
- 14. Financing Statements, if any.
- 15. Jeannine L. Raders a/k/a Jeannine Raders, owning the land, died intestate on August 23, 2024, leaving surviving the following heirs at law:

Jeffrey S. Raders Craig M. Raders Tracey E. Raders.

Letter of Administration issued to Craig M. Raders, in Case Number 2024PR70 in the Circuit Court of the Fifteenth Judicial Circuit Stephenson County, Illinois.

We have examined said estate and note the following:

- (A) Statutory rights and powers of the Personal Representative;
- (B) Claims allowed or which may be allowed against the Estate;
- (C) Expenses of Administration;
- (D) Illinois Estate Tax, Illinois Generation Skipping Transfer Tax and Federal Estate Tax which may be charged against the Estate.

Note: This commitment is based upon the assumption that title is to be conveyed pursuant to a deed from the Personal Representative.

Note: If title is to be derived through a deed by one other than the Executor or Administrator, a Notice of Probate pursuant to section 20-24 of the Probate Act should be recorded in the Office of the Recorder of Deeds.

"The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction."

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AMERICAN LAND TITLE ASSOCIATION

#### **SCHEDULE B**

(Continued)

17. In the event of a partial loss, the Insured shall be a co-insurer, and only such proportion of any partial loss established, including the cost of defense, shall be borne by this Company, as the amount of this policy bears to the actual value of the subject property at the effective date of this policy. Nothing contained herein shall be construed as impairing or modifying the co-insurance and apportionment provision of the conditions and stipulations of this policy.

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#### First American Title Insurance Company

Commitment No.: 2024-2749S

#### **EXHIBIT A**

#### TRACT I:

The South Half (1/2) of the Southwest Fractional Quarter (1/4) of Section 19, Township 27 North, Range 6 East of the Fourth Principal Meridian; situated in the Township of Kent, County of Stephenson and State of Illinois.

#### TRACT II:

The North Half (1/2) of the Southwest Fractional Quarter (1/4) of Section 19, Township 27 North, Range 6 East of the Fourth Principal Meridian; EXCEPT that part thereof dedicated or taken for Public Road purposes; situated in the Township of Kent, County of Stephenson and State of Illinois.