

Cover page for:

Preliminary Title Insurance Schedules

Prepared by:

Terrill Title Co., Inc.

(Fulton County, Illinois)

For auction conducted on December 12, 2016 by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Wilder Corporation of Delaware

COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

SCHEDULE A

1. Effective Date: **September 12, 2016, 8:00 am**
2. Policy or Policies to be issued: Amount
 - a. ALTA Owner's Policy (6-17-06): **\$1,000.00**
Proposed Insured: **To Be Determined**
 - b. ALTA Loan Policy (6-17-06):
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.
4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in:

Wilder Corporation of Delaware
5. The land referred to in this Commitment is described as follows:

SEE ATTACHED EXHIBIT "A"

Property Address: Specketer Rd.
Havana, IL 62644
(Address for reference purposes only.)

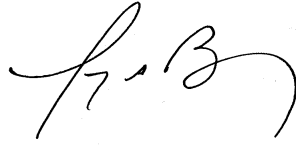
Issuing Agent:
Terrill Title Co., Inc.
 117 South Side Square, Macomb, Illinois 61455
 309-833-2881

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Countersigned
Terrill Title Co., Inc.

A handwritten signature in black ink, appearing to be 'H. B.', written in a cursive style.

By
Authorized Signature

This commitment valid only if Schedule B is attached.

End of Schedule A

EXHIBIT "A"

PARCEL 1:

Section 1, excepting and reserving therefrom the property situated in the Northwest Quarter of the Southwest Quarter of said Section 1, herefore conveyed for school purposes and described as follows: Commencing at a point 150 feet West of the point where the center line of the main drainage ditch of the Langellier Drainage and Levee District, in the County of Fulton and State of Illinois, intersects the East and West center line of the Southwest Quarter of said Section 1; running thence North 212 feet, thence West 212 feet, thence South 212 feet, thence East 212 feet to the place of beginning, in Township 3 North, Range 3 East of the Fourth Principal Meridian, situated in the County of Fulton, in the State of Illinois;

PARCEL 2:

Section 2, excepting therefrom a right of way for drainage and levee purposes conveyed by Auguste L. Langellier and his wife to the Lacey Levee and Drainage District in the County of Fulton, State of Illinois, and to John W. Rhodes, described as follows, to wit: All right, title and interest of Auguste L. Langellier in and to the main ditch running East and West of the said drainage and levee district, in the said County of Fulton, and as has or as may be hereafter extended along the North line of Section 2, in said County and State; (excepting and reserving therefrom the rights and interest of the said Auguste L. Langellier to all lands directly South of the South line of said main ditch; and also all right, title and interest of the lands of the said Auguste L. Langellier South of the said main ditch of said drainage and levee district in and to the pumping plant and each and every part thereof of said drainage and levee district, which was owned or may have accrued for the benefit of the lands of the said Auguste L. Langellier which have been detached from the said drainage and levee district), in Township 3 North, Range 3 East of the Fourth Principal Meridian, situated in the County of Fulton, in the State of Illinois;

PARCEL 3:

The North Half of Section 11, excepting therefrom that portion of said above described real estate heretofore conveyed to George K. Watkins, the same being described as follows: The South 4 acres of the Southeast Quarter of the Northwest Quarter of Section 11, also the South 8 acres of the Northeast Quarter of Section 11, in Township 3 North, Range 3 East of the Fourth Principal Meridian, situated in the County of Fulton, in the State of Illinois;

PARCEL 4:

The Fractional North Half of Section 12, all in Township 3 North, Range 3 East of the Fourth Principal Meridian, situated in the County of Fulton, in the State of Illinois;

PARCEL 5:

Section 12, except a strip of land off of the Southwest Quarter of Section 12 bounded on the East and South by Main Ditch of Langellier Drainage and Levee District, bounded on the North by the Half Section line of Section 12 and bounded on the West by the West boundary of Section 12, in Township 3 North, Range 3 East of the Fourth Principal Meridian, situated in the County of Fulton, in the State of Illinois;

PARCEL 6:

The Southwest Quarter of the Southeast Quarter of Section 14, in Township 3 North, Range 3 East of the Fourth Principal Meridian, situated in the County of Fulton, in the State of Illinois;

PARCEL 7:

The West Half of Section 14, in Township 3 North, Range 3 East of the Fourth Principal Meridian, situated in the County of Fulton, in the State of Illinois;

PARCEL 8:

The Northeast Quarter of the Northeast Quarter of Section 15, in Township 3 North, Range 3 East of the Fourth Principal Meridian, situated in the County of Fulton, in the State of Illinois;

PARCEL 9:

The South Half of the Northeast Quarter of Section 15, in Township 3 North, Range 3 East of the Fourth Principal Meridian, situated in the County of Fulton, in the State of Illinois;

PARCEL 10:

The East Half of the Southwest Quarter of Section 15, in Township 3 North, Range 3 East of the Fourth Principal Meridian, situated in the County of Fulton, in the State of Illinois;

PARCEL 11:

The Southeast Quarter of Section 15, in Township 3 North, Range 3 East of the Fourth Principal Meridian, situated in the County of Fulton, in the State of Illinois;

PARCEL 12:

Section 22, except the South Half of the Southeast Quarter; except the West Half of the Northwest Quarter; and except that portion of the Northwest Quarter of the Southwest Quarter which lies North and West of the lower Matanzas Drainage Ditch, EXCEPT THE FOLLOWING:

A tract of land situated in the County of Fulton, State of Illinois, located in the Southwest Fractional 1/4 of Section 22, Township 3 North, Range 3 East of the Fourth Principal Meridian, more particularly described as follows, all bearing being referred to the Illinois Coordinate System, West Zone, 1983:

Commencing at the Northeast corner Section 22 marked by a 1.5 inch iron pipe; thence South 36 degrees 51 minutes West a distance of 3939.3 feet to the Point of Beginning; thence South 80 degrees 39 minutes West, 776.5 feet; thence South 69 degrees 10 minutes West, 1255.2 feet; thence South 49 degrees 03 minutes West, 597.6 feet; thence North 00 degrees 09 minutes East, 714.5 feet, to the top of bank of an existing drainage ditch; thence South 60 degrees 22 minutes West, 634.6 feet along said top of bank; thence South 00 degrees 02 minutes West, 1193.3 feet to the ordinary high water mark of the Illinois River; thence Northeasterly, 3304.9 feet along said ordinary high water mark to a point bearing South 00 degrees 02 minutes East, 377.9 feet from the point of beginning; thence North 00 degrees 02 minutes West, 377.9 feet to the point of beginning, in Township 3 North,

Range 3 East of the Fourth Principal Meridian, situated in the County of Fulton, in the State of Illinois;

PARCEL 13:

The Fractional Northwest Quarter of Section 23, in Township 3 North, Range 3 East of the Fourth Principal Meridian, situated in the County of Fulton, in the State of Illinois;

PARCEL 14:

The Northwest Quarter of the Southwest Quarter of Section 23, in Township 3 North, Range 3 East of the Fourth Principal Meridian, situated in the County of Fulton, in the State of Illinois;

PARCEL 15:

Fractional Northwest Quarter of Section 13 **except** parcel described as follows: Commencing where East and West center line of said Section 13 intersects the center line of the levee of the West Matanzas Drainage and Levee District as existed on June 11, 1940, thence North 400 feet, thence West 400 feet, thence South 400 feet, thence East to the place of beginning;

And also except from said Fractional Northwest Quarter of Section 13 aforesaid a right of way over a strip of and 300 feet in even width along the East side thereof, in Township 3 North, Range 3 East of the Fourth Principal Meridian, situated in the County of Fulton, in the State of Illinois;

PARCEL 16:

The Southwest Quarter of the Northeast Quarter of Section 3; and the Northwest Quarter of the Southeast Quarter of Section 3, all in Township 3 North, Range 3 East of the Fourth Principal Meridian, in Fulton County, Illinois;

PARCEL 17:

The Northeast Quarter of the Northwest Quarter of Section 10; and the Northwest Quarter of the Northeast Quarter of Section 10, all in Township 3 North, Range 3 East of the Fourth Principal Meridian, in Fulton County, Illinois;

AND ALSO, Easement for ingress and egress for the benefit of Parcel 17, located in the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 10, Township 3 North, Range 3 East, over and across a strip of land 20 feet of even width extending across the entire Westerly side of the Southwest Quarter of the Southeast Quarter of Section 3, Township 3 North, Range 3 East of the Fourth Principal Meridian, as created by instrument recorded April 22, 1960 in Book 705, page 110 as Document 367430 in Fulton County, Illinois,

PARCEL 18:

Fractional Section 6, Township 3 North, Range 4 East of the Fourth Principal Meridian, in Fulton County, Illinois.

COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

SCHEDULE B

I. Requirements:

THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH IN ORDER FOR THE COMPANY TO ISSUE THE POLICY OR POLICIES SET FORTH ON SCHEDULE A OF THIS COMMITMENT:

1. Instrument(s) creating the estate or interest to be insured, and/or lender instruments, executed and delivered to Terrill Title Co., Inc. for recording in the appropriate county.
2. In the event any party to the transaction contemplates the use of a Power of Attorney, the Company requires submission of the Power of Attorney for approval no less than three days prior to closing.
3. The Company requires recordation of a satisfaction of the mortgage(s) on Schedule B, if any.
4. Duly executed, signed and notarized ALTA Statement.
5. Pay us the premiums, fees and charges for the policy.
6. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This act places limitations upon our ability to accept certain types of deposits into escrow. Please contact Terrill Title Co., Inc. regarding the application of this new law to your transaction.

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SCHEDULE B (continued)

- II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:
1. Note: Exception (1) can be reviewed on Schedule B of the Commitment Jacket.
 2. Note: Exception (2) can be reviewed on Schedule B of the Commitment Jacket.
 3. Taxes or special assessments which are not shown as existing liens by the public records.
 4. Rights or claims of parties in possession not shown by the public records.
 5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 6. Easements, or claims of easements, not shown by the public records.
 7. 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.
 8. Under the provisions of the Illinois Religious Freedom Protection and Civil Union Act, the parties to a Civil Union or any substantially similar legal relationship recognized by another state, are the same as those of married persons. Any reference herein to "spouse", "marital rights", "husband", "wife" or similar reference to marital status or rights associated with marital status, shall include parties to a Civil Union or any substantially similar legal relationship recognized by another state and the rights thereunder.
 9. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable. NOTE: Property Tax Number(s): 26-28-01-100-001. 2015 taxes paid in the amount(s) of \$7155.12. (Covers Parcel 1.)
 10. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable. NOTE: Property Tax Number(s): 26-28-02-100-001. 2015 taxes paid in the amount(s) of \$23,758.92 (Covers Parcel 2.)
 11. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable. NOTE: Property Tax Number(s): 26-28-11-100-001. 2015 taxes paid in the amount(s) of

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- \$4084.86. (Covers Parcel 3.)
12. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable.
NOTE: Property Tax Number(s): 26-28-12-100-001. 2015 taxes paid in the amount(s) of \$2568.02. (Covers part Parcels 4 and 5.)
 13. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable.
NOTE: Property Tax Number(s): 26-28-12-300-002. 2015 taxes paid in the amount(s) of \$2130.72. (Covers part Parcels 4 and 5.)
 14. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable.
NOTE: Property Tax Number(s): 26-28-14-100-001. 2015 taxes paid in the amount(s) of \$5383.96. (Covers Parcels 6 and 7.)
 15. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable.
NOTE: Property Tax Number(s): 26-28-15-400-001. 2015 taxes paid in the amount(s) of \$3936.64. (Covers 8, 9, 10, and 11.)
 16. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable.
NOTE: Property Tax Number(s): 26-28-22-200-002. 2015 taxes paid in the amount(s) of \$3406.02. (Covers Parcels 12 and 13.)
 17. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable.
NOTE: Property Tax Number(s): 26-28-23-100-001. 2015 taxes paid in the amount(s) of \$2743.68. (Covers Parcel 14.)
 18. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable.
NOTE: Property Tax Number(s): 26-28-13-100-001. 2015 taxes paid in the amount(s) of \$1419.86. (Covers Parcel 15.)
 19. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable.
NOTE: Property Tax Number(s): 26-28-03-200-002. 2015 taxes paid in the amount(s) of \$1611.98. (Covers Parcel 16.)
 20. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable.
NOTE: Property Tax Number(s): 26-28-10-100-001. 2015 taxes paid in the amount(s) of \$1533.32. (Covers Parcel 17.)
 21. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable.
NOTE: Property Tax Number(s): 26-29-06-100-001. 2015 taxes paid in the amount(s) of \$4158.04. (Covers Parcel 18.)

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22. Confirmed special assessments, if any, constructive notice of which is not imparted by the records of the Recorder of Deeds.
23. NOTE: Drainage assessments, drainage taxes, water rentals and water taxes are included in the General Exceptions herein before shown and should be considered when dealing with the land.
24. 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.
25. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
26. Upon a conveyance of the land, a certified copy of proper resolutions passed by the stockholders and directors of the party in title authorizing the execution of the deed should be furnished.
27. We should be furnished a certified copy of the Directors' resolutions authorizing the conveyance to be insured. Said resolution should evidence the authority of the person executing the conveyance. If they do not, a certified copy of the corporate by-laws also should be furnished.
28. Consequences of the meandering of the Illinois River.
29. The acreage stated in the legal description is for descriptive purposes only. Nothing in this Commitment or Policy when issued should be construed as insuring against loss or damage due to the inaccuracy or discrepancy in the quantity of land so described.
30. The premises in question lies within parts of the Langellier, Thompson, and West Matanzas Drainage and Levee Districts, and are subject to the rights and powers of said Districts and to assessments for the benefits derived therefrom.
31. Rights of the United States of America, State of Illinois, the municipality and the Metropolitan Sanitary District of Greater Chicago, and the public in and to that part of premises in question falling in the bed of the Illinois River; also rights of the property owners in and to the free and unobstructed flow of the waters of said river. (Affects Parcels 1 and 2.)
32. Right of way for drainage and levee purposes over the following described land, to wit: A strip of land 75 feet wide with the North line of said strip described as follows: Commencing at a point in the South line of Section 31, Township 4 North, Range 4 East of the Fourth Principal Meridian, 4485 feet, East of the Southwest corner of said Section 31; thence West on the South line of said Section 31 and South line of Section 36, Township 4 North, Range 3 East of the Fourth Principal Meridian and South line of Section 35, Township and Range aforesaid to a point 775 feet West of Southeast corner of said Section 35 and being situated in Sections 1 and 2,

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Township 3 North, Range 3 East of the Fourth Principal Meridian and Section 6, Township 3 North, Range 4 East of the Fourth Principal Meridian. (Affects Parcels 1, 2, 18, and other land.)

33. Agreement dated May 27, 1914, between the West Matanzas Drainage and Levee District in the County of Fulton and A. L. Langellier, recorded in Volume 1, Page 27, in the Office of the County Clerk, Fulton County, Illinois, which contains the following provisions:

(a) That the following described property will be included within the boundaries of the levees of said drainage district: A strip of land 100 feet in even width off of the South side, or end of the Southeast Quarter of the Northwest Quarter of said Section 11, containing 3 acres; a strip of land 100 feet in even width off of South side of the Northeast Quarter of said Section 11 containing 6 acres and a strip of land described as follows: commencing at the center of the East side of said Section 11 and running thence East 1500 feet, thence North 100 feet, thence West 1500 feet and thence South to the place of beginning, containing 3.45 acres, and hence the above described property is subject to assessments thereunder;

(b) Right of way conveyed to said District for drainage and levee purposes over the following described lands to wit: A part of Section 12, in Township 3 North, Range 3 East of the Fourth Principal Meridian, described as follows, to wit: Commencing at a point in said Section 12, 180 feet East of the center of West Half of said Section 12, running thence East 1800 feet, thence North 75 feet, thence West 1800 feet and thence south to the place of beginning, containing 3.15 acres;

(c) Right of way conveyed to said District for drainage purposes over the following described lands, to wit: Commencing at a point 100 feet North of the center of West Half of said Section 11 and running thence East 1 mile, thence West 1 mile, thence North 50 feet to the place of beginning, being the space occupied by the borrow pit or ditch of said Langellier, located immediately South of this said levee in said Sections 11 and 12;

(d) The right granted to said District, if they so desire, at any time, to increase the height and width of said levee owned by Langellier from its junction with the levee of said District, West to the Sand Ridge, and the right to keep same in reasonable and ordinary repair;

(e) Right of said District to as much dirt from the soil or waste banks of the ditch of Langellier in North Half of said Section 12, which extends from a point a short distance West of the pumping station of said Langellier, North to his tile, as said District may desire to use in constructing its levee at the point of its junction with levee of said Langellier. (Affects Parcels 1, 2, and 18.)

(f) Rights of the public, the United States of America and the State of Illinois in and to so much of premises in question, if any, which may have been formed other than by natural accretions. (Affects Parcels 1, 2, and 18.)

34. Perpetual easement and right of way for drainage and levee purposes over parts of said Sections

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- 6, 1, and North Half of 12 in favor of the Langellier Drainage and Levee District, as granted by instrument dated February 22, 1947, and recorded July 1, 1947, in Book 551, page 94, as Document No. 317716. Note: For full description of said easement, reference is had to said grant. (Affects Parcels 1, 2, and 18.)
35. Perpetual easement and right of way for drainage and levee purposes over parts of said Sections 6, 1, and North Half of 12 in favor of the Langellier Drainage and Levee District, as granted by instrument dated May 8, 1946, and recorded July 1, 1947, in Book 551, page 105 as Document 315718. Note: For full description of said easement, reference is had to said grant. (Affects Parcels 1, 2, and 18.)
36. Easement running in a generally Easterly-Westerly direction on, over and through said Sections 12 and 2; also Northwest Quarter and the Northeast Quarter of Fractional Section 6 in favor of Sinclair Pipe Line Company to lay and maintain its pipe lines for the transportation of liquids and or gases, together with right of access thereto, as granted by instrument dated March 10, 1952, and recorded April 22, 1952, in Volume 618, Page 554, as Document 338440, and the terms therein contained. Note: It appears from mesne assignments that an undivided 30% interest in said easement is now vested in Pure Transportation Company. (Affects Parcels 1, 2, and 18.)
37. Easement over the Northwest Quarter of the Southwest Quarter of Section 2, Township 3 North, Range 3 East of the Fourth Principal Meridian, in favor of Sinclair Pipe Line Company, a Delaware corporation, to install and maintain electrolysis control equipment as granted by instrument dated June 1, 1953, and recorded June 18, 1953, in Volume 624, Page 578, as Document 340565. (Affects Parcels 1 and 2.)
38. Rights of the public, the United States of America and the State of Illinois in and to so much of premises in question which may have been formed by accretions unlawfully or unnaturally made.
39. Rights of the State of Illinois, the public and the United states of America in the Illinois River and right of all other owners, adjoining owners, adjoining rivers or streams running through or adjoining premises in question to the flow of waters in such streams in their natural courses.
40. Easement for drainage and levee purposes granted March 12, 1920, and recorded April 26, 1920, in right of way drainage Record 1, Page 383, by William F. Gilman and others to West Matanzas Drainage and Levee District. (Affects Parcels 5, 8, 9, 10, 11, 15, and other land.)
41. Easement for road purposes created by instrument dated June 29, 1915 and filed June 30, 1917 in Volume 340, page 161 from William H. Boyer to Kerton Township of County of Fulton, State of Illinois of 20 feet of even width off the North side of the Northwest Quarter of the Northwest Quarter of Section 22. (Affects Parcel 12.)

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42. Release of any damages caused or to be caused by improvements, repairs, etc., of drainage facilities executed by George K. Watkins and Mae Watkins, his wife and Oliver Thomas to Chicago Sanitary District of Chicago, a municipal corporation dated December 2, 1931 and filed August 9, 1944 as Document 301958. (Affects Parcel 12.)
43. Release of any damages caused or to be caused by improvements, repairs, etc., of drainage facilities executed by Glenn Ratcliff to Sanitary District of Chicago, a municipal corporation dated October 10, 1931 and filed August 1, 1944 in Volume 507 page 395. (Affects part Parcel 14.)
44. Easement for drainage and levee purposes granted by Philip Coon and others to West Matanzas Drainage District in County of Fulton, State of Illinois dated February 1, 1947 and recorded July 1, 1947 as Document 315710. (Affects part Parcels 12, 13, and 14.)
45. Easement for drainage and levee purposes granted by Emma C. Turner and others to West Matanzas Drainage District in County of Fulton, State of Illinois dated May 28, 1946 and recorded July 1, 1947 as Document 315711. (Affects Parcels 12, 13, and 14.)
46. Easement for drainage and levee purposes granted by Glenn Ratcliff and others to West Matanzas Drainage District in County of Fulton, State of Illinois dated February 24, 1947 and recorded July 1, 1947 as Document 315719. (Affects Parcels 5 and 15.)
47. Easement for drainage and levee purposes granted by Glenn Ratcliff and others to West Matanzas Drainage District in County of Fulton, State of Illinois dated May 28, 1946 and recorded July 1, 1947 as Document 315720. (Affects Parcels 5, 14, and 15.)
48. Easement for drainage and levee purposes granted by West Matanzas Shooting Club to West Matanzas Drainage and Levee District in County of Fulton, State of Illinois dated August 30, 1914 and shown in West Matanzas Drainage and Levee District recorded in Book 1, page 91 and described on the plat attached thereto. (Affects Parcels 6, 7, and 12.)
49. Easement for drainage and levee purposes granted by W. H. Boyer to West Matanzas Drainage District in County of Fulton, State of Illinois dated October 5, 1914 and shown in West Matanzas Drainage and Levee District recorded in Book 1, page 99. (Affects Parcels 7 and 12.)
50. Release dated June 29, 1915 and recorded June 30, 1917 as Document 201634 by Hannah McCousland and Laura Edwards to Kerton Township of right of way for highway purposes only over the North 20 feet of the Northeast Quarter of Section 22, Township 3 North, Range 3 East. (Affects Parcel 12.)

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51. Release dated June 10, 1915 and recorded as Document Number 201623 by Michael J. O'Mara, Jacob Manhartz, and J. L. Danner to (grantee not shown) of right of way for highway purposes only, over the South 20 feet of the Southwest Quarter and the East 40 feet of the Northeast Quarter, both Section 15 aforesaid. (Affects Parcels 8, 9, and 10.)
52. Release dated June 29, 1915 and recorded June 30, 1917 as Document Number 201627 by John E. Carlock and others to Kerton Township, of right of way for highway purposes only, over the East 20 feet of the North 45 acres of the South Half of the Southeast Quarter of Section 15 aforesaid. (Affects Parcel 11.)
53. Release dated April 6, 1916 and recorded June 30, 1917 as Document Number 201627 by William F. Gilman, Bert Tucker and George W. Hamilton to Kerton Township, of right of way for highway purposes only, over the South 20 feet and the East 20 feet of the South 45 acres of the Southeast Quarter of Section 15 aforesaid. (Affects Parcel 11.)
54. Release of damages sustained or hereafter sustained by reason of improvement or maintenance of drainage facilities granted by Don R. Metcalf to Sanitary District of Chicago, a municipal corporation dated October __, 1931 and recorded August 1, 1944 as Document 301838 in Volume 507 page 389. (Affects Parcels 7 and 15.)
55. Unrecorded right of way grant dated November 3, 1970 made by Norris Grain Company to Central Illinois Public Service Company. (Reference Deed Book 1146 page 125.)
56. Rights or claims of public or quasi-public utilities in possession not shown by the public records.
57. All recorded and unrecorded easements, encroachments and other survey claims and defects, but only as to such matters disclosed by three surveys of the premises prepared by R. A. Nack and Associates, Inc., Project No. 76538P, last certified January 26, 1977 as to Drawings 1 and 2 and last certified February 17, 1977 as to Drawing 3. (Affects Parcels 1-15, 18, and other land.)
58. Encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey and inspection of the premises, but only as to such matters arising on or after January 26, 1977, as to the lands shown on Drawings 1 and 2 of the R. A. Nack surveys referred to in Exception above, and also only as to such matters arising on or after February 17, 1977 as to the lands shown on Drawing 3 of said R. A. Nack surveys. (Affects Parcels 1-15, 18, and other land.)
59. The premises fall within the boundaries of Kerton Valley Drainage and Levee District in the County of Fulton and State of Illinois and are subject to assessments thereunder. (Affects Parcels 16, 17, and 18.)

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60. Right of Way for drainage and levee purposes as created by Quit-Claim Deed for Right-of-Way dated September 24, 1918 and filed June 11, 1919 as found in Kerton Valley Drainage District Record Volume 1, at Page 131 in the Office of the Clerk of the County Court of Fulton County, Illinois, made by H. O. Kraft to the Kerton Valley Drainage and Levee District in the County of Fulton and State of Illinois, and the terms, conditions and provisions thereof. (Affects Parcels 16, 17, and 18.)
61. Right-of-Way dated January 17, 1952 and recorded January 17, 1952 in Book 609 Page 390 as Document 335366 made by Ethel L. Hensel and Oscar B. Hensel, husband and wife to Sinclair Pipe Line Company, a Delaware Corporation, its successors and assigns. (Affects Parcels 16, 17, and 18.)
62. Easement dated May 5, 1939 and recorded April 15, 1942 in Book 493 page 191 as Document Number 292682 made by Ethel L. Hensel and Oscar B. Hensel, her husband to The Kerton Valley Drainage and Levee District. (Affects Parcels 16, 17, and 18.)
63. Easement dated April 22, 1960 and recorded April 22, 1960 in Book 705 page 110 as Document 367430 made by Oscar B. Hensel, et al to Mary Lillian King granting a free and unrestricted right-of-way and easement and right of ingress and egress over a strip of land 20 feet of even width extending across the entire Westerly side of the Northwest Quarter of the Southeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 3, Township 3 North, Range 3 East of the Fourth Principal Meridian and the terms, conditions and provisions thereof. (Affects 16, 17, and 18.)
64. Right-of-Way dated January 17, 1952 and recorded March 8, 1952 in Book 609 at Page 388 as Document Number 335365 made by William E. King and Mary L. King, husband and wife to Sinclair Pipe Line Company, a Delaware Corporation, its successors and assigns. (Affects Parcels 16, 17, and 18.)
65. Right of adjoining owners in and to the concurrent use of the easement shown at Parcel 18.
66. Terms, conditions and provisions of the instrument creating the easement shown as Parcel 18.
67. Right-of-Way for Drainage and Levee Purposes as created by Quit-Claim Deed dated September 24, 1918, found in Kerton Valley Drainage District Record 1, page 129 made by William Leonard to Kerton Valley Drainage and Levee District, and the terms, conditions and provisions thereof. (Affects Parcels 16, 17, and 18.)
68. 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, including but not limited to that part set forth in Survey dated May 11, 1989 by Kevin R. Wallace, Illinois

Issuing Agent:
Terrill Title Co., Inc.
117 South Side Square, Macomb, Illinois 61455
309-833-2881

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- Registered Land Surveyor #2814 and that part dedicated to the State of Illinois by instrument dated November 24, 1937 and recorded August 16, 1938 in Book 451 Page 220. (Affects Parcels 16, 17, and 18.)
69. Right-of-Way and Easement Grant dated November 7, 2012 and recorded December 12, 2012 as Document Number 1251296 made by Wilder Corporation of Delaware to Enbridge Pipelines (FSP) L.L.C. (Affects Parcel 2.)
 70. Right-of-Way and Easement Grant dated December 3, 2012 and recorded January 17, 2013 as Document Number 1352020 made by Wilder Corporation of Delaware to Enbridge Pipelines (FSP) L.L.C. (Affects Parcel 16.)
 71. Langellier Drainage & Levee District Additional Assessment Roll for Pump Project-2013 recorded November 8, 2013 as Document Numbr 1357177.
 72. West Matanzas Drainage & Levee District Additional Assessment Roll for Pump Project-2013 recorded November 8, 2013 as Document Number 1357179.
 73. Right of Way Grant dated February 29, 1996 and recorded April 16, 1996 in Book 1389 page 236 as Document Number 96-73607 made by Wilder Corporation of Delaware to Central Illinois Public Service Company. (Affects Parcels 10, 12, and 13.)
 74. Right of Way Grant dated February 29, 1996 and recorded April 16, 1996 in Book 1389 page 244 as Document Number 96-73609 made by Wilder Corporation of Delaware to Central Illinois Public Service Company. (Affects Parcels 1, 4, 5, 15, and 18.)
 75. Valve Facility Installation Agreement recorded November 4, 2005 as Document Number 0500992 made by Wilder Corporation of Delaware, a Delaware Corporation to CCPS Transportation, LLC, a Delaware limited liability company. (Affects Parcel 2.)
 76. Annual Assessment Roll of Kerton Valley Levee and Drainage District recorded October 25, 2010 as Document Number 1036528.
 77. Additional Pipeline Rights Exercise and Receipt dated November 7, 2012 and recorded December 12, 2012 as Document Number 1251294 made by Wilder Corporation of Delaware to Enbridge Pipelines (FSP) L.L.C. (Affects Parcel 18.)
 78. Right-of-Way and Easement Grant dated November 7, 2012 and recorded December 12, 2012 as Document Number 1251295 made by Wilder Corporation of Delaware to Enbridge Pipelines (FSP) L.L.C. (Affects Parcel 1.)

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79. Release of damages sustained or hereafter sustained by reason of improvements or maintenance of drainage facilities granted by Ora J. Coon to Sanitary District of Chicago, a municipal corporation dated October 10, 1931 and recorded on August 1, 1944 in Volume 507, page 393.
80. Easement for drainage and levee purposes granted by Clara Coon and others to West Matanzas Drainage District in County of Fulton, State of Illinois dated May 29, 1946 and recorded July 1, 1947. (Affects part Parcels 12, 13, and 14.)
81. Agreement concerning land for Borrow Pits, dated October 25, 1934 and recorded January 19, 1935 in Book 439 page 149 as Document 265736 made by Samuel M. Talbot, et al to State of Illinois.
82. Right of Way Grant dated October 24, 1957 and recorded October 28, 1967 in Book 677 Page 408 as Document 357816 made by Winifred G. Talbot, a widow to Central Illinois Public Service Company.
83. Release of Damages dated April 11, 1931 and recorded August 1, 1944 in Book 507 page 401 as Document 301844 made by Samuel M. Talbot to the Sanitary District of Chicago, a municipal corporation.
84. Permit dated August 26, 1940 and recorded October 7, 1940 in Book 483 page 436 as Document 206314 made by E. B. Miles to Illinois Bell Telephone Company.
85. Partial Assignment of Rights of Way and Easements recorded November 16, 1989 in Volume 1102 Page 105 as Document 89-34495 made by ARCO Pipe Line Company to Amoco Pipeline Company.
86. Easement for drainage and levee purposes reserved in deed from the West Matanzas Drainage and Levee District to P. E. Baily, Trustee, dated June 11, 1940 and filed August 28, 1941 in Volume 489 Page 324 as Document 290055.
87. Easement for drainage and levee purposes reserved in deed from the West Matanzas Drainage and Levee District to P. E. Baily, Trustee, dated January 27, 1940 and filed August 28, 1941 in Volume 489 Page 327 as Document 290056. (Affects Parcels 4, 5, 6, 7, and 15.)
88. Right of Way dated October 15, 1952 and recorded June 20, 1953 in Book 625 page 37 as Document Number 340595 made by Margaret Cullinane to Sinclair Pipe Line Company. (Affects Parcel 16.)
89. Easement dated May 29, 1946 and recorded July 1, 1947 in Book 551 page 69 as Document Number 315712 made by Clara Coon and others to West Matanzas Drainage and Levee District.

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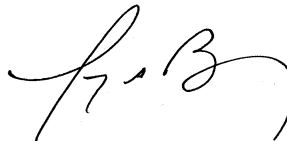
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(Affects Parcels 12, 13, and 14.)

90. Right-of-Way Easement dated June 14, 1979 and recorded August 7, 1979 in Book 857 page 1006 as Document Number 79-4217 made by The Northern Trust Company, an Illinois corporation, as Trustee under Agreement dated June 4, 1976 and known as Trust No. 2-45463 to Spoon River Electric Cooperative, Inc., an Illinois Corporation. (Affects Parcels 2 and 3.)
91. Assignment of Right of Way Easements dated March 1, 1991 and recorded June 5, 1992 in Book 1189 page 307 as Document Number 92-48168 made by ARCO Transportation Alaska, Inc., a Delaware corporation formerly known as ARCO Pipe Line Company to ARCO Pipe Line Company, a Delaware corporation; assigns Right of Way Easement recorded in Book 609 page 390 and Book 618 page 554. (Affects Parcels 1, 2, 16 and other land.)
92. Order dated April 8, 1992 and recorded April 9, 1992 in Volume 2 page 850 as Document Number 92-46941 relating to the Fire Protection District of Hickory-Kerton Fire Protection District. (Affects premises in question and other land.)
93. Release dated August 30, 1914 and recorded in West Matanzas Drainage and Levee District Record, page 91 by West Matanzas Shooting Club, Illinois corporation to West Matanzas Drainage and Levee District of right of way for drainage ditch and levee in Section 22 for main drainage ditch and levee in Section 23, and for lateral ditch and levee in Section 14, all being in Township 3 North, Range 3 East of the Fourth Principal Meridian.

Countersigned
Terrill Title Co., Inc.

By 
Authorized Signature

End of Schedule B

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CHICAGO TITLE INSURANCE COMPANY

STATEMENT REQUIRED FOR THE ISSUANCE OF ALTA OWNERS AND LOAN POLICIES

Date: **File No. 162154CM**

To the best knowledge and belief of the undersigned, the following is hereby certified with respect to the land described in the above commitment.

1. That, except as noted at the end of this paragraph, within the last six (6) months a) no labor, service or materials have been furnished to improve the land, or to rehabilitate, repair, refurbish, or remodel the building(s) situated on the land: b) nor have any goods, chattels, machinery, apparatus or equipment been attached to the land or building(s) thereon, as fixtures: c) nor have any contracts been let for the furnishing of labor, service, materials, machinery, apparatus or equipment which are to be completed subsequent to the date hereof: d) nor have any notices of lien been received, except the following, if any:

2. There are no revolving credit mortgages, lines of credit mortgages, home equity loan mortgages, or other voluntary liens or mortgages affecting title, other than those shown on Schedule B of the Commitment, except the following, if any:

3. That all management fees, if any, are fully paid, except the following:

4. That there are no unrecorded security agreements, leases, financing statements, chattel mortgages or conditional sales agreements in respect to any appliances, equipment or chattels that have or are to become attached to the land or any improvements thereon as fixtures, except the following, if any:

5. That there are no unrecorded contracts or options to purchase the land, except the following, if any:

6. That there are no unrecorded leases, easements or other servitudes to which the land or building, or portions thereof, are subject, except the following, if any:

7. That, in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligations it secures are good and valid and free from all defenses: that any person purchasing the mortgage and obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited: and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchasers of pledgee thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.

8. That I/We am/are the purchaser(s) or mortgagor(s) of land improved with a residential dwelling not exceeding four units, and no current survey or mortgagee's inspection report has been furnished to or is available to me/us. (Delete statement if not applicable.)

The undersigned makes the above statement for the purpose of inducing Chicago Title Insurance Company to issue its owners or loan policy pursuant to the above commitment.

Seller(s) or Owner(s)

Purchaser(s)

Lender's Disbursement Statement

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be 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 _____. You are hereby authorized to date down the above commitment to cover the date of said disbursement.

Date

Signature

Terrill Title Co., Inc.

Privacy Statement

Terrill Title Co., Inc. ("TTC") 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 TTC'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. TTC follows the privacy practices described in this Privacy Statement and, depending on the business performed, TTC 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 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 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 TTC companies, 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, TTC'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
Terrill Title Co., Inc.
117 South Side Square
Macomb, IL 61455

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.

COMMITMENT FOR TITLE INSURANCE

Issued by

CHICAGO TITLE INSURANCE COMPANY

Chicago Title Insurance Company, a Nebraska Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

CHICAGO TITLE INSURANCE COMPANY



By:

[Handwritten signature of President]

President

ATTEST

[Handwritten signature of Secretary]

Secretary

[Handwritten signature of Authorized Signatory]

Countersigned:

Authorized Signatory

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/>>.*

GENERAL EXCEPTIONS IN POLICIES

The owners policy will be subject to the following General Exceptions: **(1)** Rights or claims of parties in possession not shown by the public records; **(2)** Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land; **(3)** Easements, or claims of easements, not shown by the public records; **(4)** Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records; **(5)** Taxes or special assessments which are not shown as existing liens by the public records.

SCHEDULE B

Schedule B of the policy or policies to be issued will contain the applicable General Exceptions (see above); and, if an owners policy is to issued, the encumbrance, if any, shown in Schedule A; and exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

(1) Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insurance acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

(2) An ALTA LOAN POLICY will be subject to the following Exceptions (a) and (b), in the absence of the production of the data and other essential facts requested in our standard "ALTA Statement": **(a)** Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records; **(b)** Consequences of the failure of the Insured 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 which has or may become superior to the lien of said mortgage before the disbursement of the entire proceeds of the loan.