

*Cover page for:*

# **Preliminary Title Insurance Schedules**

*Preliminary title insurance schedules prepared by:*

**Community Title & Escrow, Ltd.**

**(File Number: A211099)**

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## **Auction Tract 5**

**(Montgomery County, Illinois)**

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*For October 21, 2021 auction to be conducted by:*

**Schrader Real Estate and Auction Company, Inc.**

*On behalf of:*

**New River Royalty LLC**



File Number: A211099

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
Commonwealth Land Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Community Title & Escrow, Ltd.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: [Handwritten signature of Melinda Kimler]

By: [Handwritten signature of President]

ATTEST

[Handwritten signature of Secretary]

President

Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



Issuing Agent: Community Title & Escrow, Ltd., authorized Agent of: Commonwealth Land Title Insurance Company

Issuing Office: 2600-D State Street, Alton, IL 62002

ALTA® Universal ID: 0004715

Loan ID Number:

Issuing Office File Number: A211099

Revision Number: Rev 2 09-29-21

Closer:

Phone:

Email:

Examiner:

Phone:

Email:

**If applicable to this transaction, your Wiring Instructions are available at this link: [Wire Instructions](#)**

Any wiring instructions contained herein are for the use of the Lender only and are not valid unless verified by phone with your closer. Wiring Instructions for all other parties must be obtained per instructions obtained by phone from your closer.

## SCHEDULE A

1. Commitment Date: [August 26, 2021, 8:00 am](#)

2. Policy to be issued:

(a) 2006 ALTA Owner's Policy

Proposed Insured:

[Purchaser with contractual rights under a purchase agreement with the vested owner identified in item 4 of schedule A](#)

Proposed Policy Amount:

(b) 2006 ALTA Loan Policy

Proposed Insured:

[Lender with contractual obligations under a loan agreement with the proposed insured owner identified in Item 2 above](#)

Proposed Policy Amount:

3. The estate or interest in the Land described or referred to in this Commitment is [Fee Simple](#).

4. Title to the estate or interest in the Land is at the Commitment Date vested in:  
[New River Royalty LLC, a Delaware limited liability company](#)

5. The Land is described as follows: [See Attached Exhibit A](#)



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## Exhibit A

### Tract 1:

Part of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section Nineteen (19) **LESS and EXCEPT** part of the Southeast Quarter of the Northeast Quarter of Section 19 in Township 8 North, Range 3 West of the Third Principal Meridian, Montgomery County, Illinois being more particularly described as follows:

Commencing at the Northwest corner of the said Southeast Quarter of the Northeast Quarter of Section 19; thence on the West line of the said Quarter-Quarter section, South 1 degree, 29 minutes 32 seconds East, 564.20 feet to the Northeasterly right of way line of Illinois Route 185; thence on the said Northeasterly right of way line, 236.34 feet along an arc to the left having a radius of 24874.83 feet, the chord of which is South 58 degrees 59 minutes 03 seconds East, 236.34 feet to the point of beginning.

From the said point of beginning; thence North 30 degrees 27 minutes 13 seconds East 45.41 feet; thence North 0 degrees 00 minutes 00 seconds East, 136.41 feet; thence North 90 degrees 00 minutes 00 seconds East, 120.21 feet; thence South 0 degrees 00 minutes 00 seconds East, 81.17 feet; thence South 59 degrees 47 minutes 12 seconds East, 67.29 feet; thence North 0 degrees 00 minutes 00 seconds East, 91.48 feet; thence North 90 degrees 00 minutes 00 seconds East 76.18 feet; thence South 59 degree 47 minutes 12 seconds East, 418.44 feet; thence South 37 degrees 13 minutes 32 seconds West, 102.43 feet; thence South 50 degrees 27 minutes 38 seconds West 79.13 feet; thence North 59 degrees 47 minutes 12 seconds West, 364.28 feet; thence North 0 degrees 00 minutes 00 seconds East, 28.36 feet; thence North 59 degrees 47 minutes 12 seconds West 66.35 feet; thence North 90 degrees 00 minutes 00 seconds West 62.83 feet; thence South 30 degrees 27 minutes 13 seconds West 73.28 feet; thence South 10 degrees 20 minutes 29 seconds West 16.11 feet to the Northeasterly right of way line of Illinois Route 185; thence on the said Northeasterly right of way line 47.89 feet along an arc to the right, having a radius of 24874.83 feet, the chord of which is North 59 degrees 18 minutes 41 seconds West 47.89 feet to the point of beginning.

PPN: 17-19-200-011

IDENT: 201500000645

### Tract 2:

Part of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section Nineteen (19), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, Montgomery County, Illinois,

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File Number: A211099

### **Exhibit A**

described as follows: Beginning at the Northwest corner of the said East Half (E ½) of the Southeast Quarter (SE ¼; of Section Nineteen (19); thence on the North line of the said Southeast Quarter (SE¼), North 88° 59' 04" East, 300.00 feet to the Northwest corner of a tract of land previously conveyed to Brian D. Redman and Amy Redman by deed. recorded in Record Book 509, Page 262 in the Montgomery County Recorder's Office; thence on the Westerly line of the said tract of land, South 1° 19' 49" East, 230.00 feet to the Southwest corner thereof; thence South 88° 59' 04" West, 300 feet to the West line of the said East Half (E ½) of the Southeast Quarter (SE ¼) of Section Nineteen (19); thence on the said West line, North 1° 19' 49" West, 230.00 feet to the point of beginning.

### **ALSO**

A non-exclusive easement for ingress and egress, overhead and underground utilities and telecommunications for the benefit of the above described 1.584 acre tract and for the benefit of the original tract per Record Book 509, page 262 is more particularly described as follows:

Commencing at the Northwest corner of the said East Half (E ½) of the Southeast Quarter (SE ¼) of Section Nineteen (19); thence on the North line of the said Southeast Quarter (SE¼), North 88° 59' 04" East, 460.00 feet to the Northeast corner of a tract of land previously conveyed to Brian D. Redman and Amy Redman by deed recorded in Record Book 509, page 262 in the Montgomery County Recorder's Office, said point of being the point of beginning.

From the said point of beginning; thence continuing on the North line of the said Southeast Quarter (SE ¼), North 88° 59' 04" East, 605.47 feet to the Southwesterly right of way line of Illinois Route 185; thence on the said Southwesterly right of way line, South 58° 34' 32" East, 37.28 feet; thence South 88° 59' 04" West, 636.82 feet to the Easterly line of the said Redman tract as recorded in Record Book 509, page 262; thence on the said Easterly tract line, North 1° 19' 49" West, 20.00 feet to the point of beginning.

### Tract 3:

Part of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section Nineteen (19), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, described as follows: Beginning 460 feet East of the Northwest corner of the above described tract, running thence South 230 feet, more or less; running thence West 160 feet, more or less; running thence North 230 feet, more or less; running thence East along the quarter section line 160 feet, more or less, to the place of beginning, together with all rights to use the existing roadway to State Route 185 as a way of ingress and egress from said tract, situated in Montgomery County, Illinois.

PPN: 17-19-400-006

IDENT: 201000059729

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



File Number: A211099

**Exhibit A**

PPN: 17-19-200-011(part of) and 17-19-400-006 (both parcels make up Tract 5)



File Number: A211099

## SCHEDULE B-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 to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Company must be informed, prior to closing, of any alterations, repairs or new construction in progress, recently completed or contemplated, at which time additional requirements may become necessary.
6. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
7. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact your local Title office regarding the application of this new law to your transaction.
8. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
9. 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.
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.
11. Warranty Deed executed by **New River Royalty, LLC** to Purchaser with contractual rights under a purchase agreement with the vested owner identified in item 4 of schedule A, must be made a matter of public record.
12. The Company should be furnished, from the Seller, the following:

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## **SCHEDULE B-I Requirements**

- (a) A copy of the Articles of Organization of the **New River Royalty, LLC**, as amended.
- (b) A copy of the Operating Agreement for the **New River Royalty, LLC**, as amended, showing whether the manager(s) or members are authorized to act on behalf of the LLC and how many signators are required to approve the transaction.
- (c) A current Certificate of Good Standing of **New River Royalty, LLC** from the Secretary of State of Illinois, and in the event the state of the formation of the LLC is not Illinois, in addition, a current Certificate of Good Standing from the proper governmental authority of the state in which the entity was created.

- 13. Mortgage executed by Purchaser with contractual rights under a purchase agreement with the vested owner identified in item 4 of schedule A to Lender with contractual obligations under a loan agreement with the proposed insured owner identified in Item 2 above in the amount of \$10,000.00, must be made a matter of Public Record.
- 14. At the time of this commitment, the final loan amount was not available to the Company. Therefore, said requested loan policy will only be issued for the contractual face amount as listed in Schedule A of this commitment. If a differing loan amount should be requested from the Lender, the Company shall make this commitment subject to further exceptions and charges as deemed necessary by the Company, if any, to accommodate additional liability on the policy as requested by the Lender.

NOTE: Any revisions to said contractual face amount as listed in Schedule A shall be submitted in writing to the Company.

### **17-19-400-006 Requirements**

- 15. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

### **17-19-200-011 Requirements**

- 16. Obtain and record a Satisfaction or Release of First Lien Fee and Leasehold Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (Illinois) executed by) Hillsboro Energy, LLC to Alter Domus (US) LLC, as Collateral Agent, dated November 17, 2020, and filed of record on January 8, 2021, as Instrument No. 202100000071, secure an indebtedness, must be made a matter of record.
- 17. The Company should be provided a statement from the borrower(s) relative to any mortgage shown on Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or post postponed payments or other restructuring of the debt secured by any mortgage affecting the property.
- 18. Obtain and record a Termination of UCC Financing Statement executed by Hillsboro Energy, LLC recorded January 8, 2021 as Document No. 202100000072.
- 19. Obtain and record a non-production affidavit for Oil and Gas Lease:  
  
Oil and Gas Lease by and between Maggie Isaacs, a widow and Magnolia Petroleum Company, dated October





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## **SCHEDULE B-I Requirements**

24, 1955 recorded November 25, 1955 in Misc. Record 65 Page 325 as Document No. 6991. (Section 19)

NOTE: Affidavit of Non-Development 200900052768 references a lease from 1983 and does not appear to include this lease.

### **All Tracts:**

20. This commitment is subject to an update if the effective date as listed on Schedule A is older than 30 days. Please contact Community Title and Escrow to request and update to this commitment.
21. Any installment of real estate taxes that are due and payable must be paid.
22. Furnish this company with a Broker's Lien Affidavit all seller(s), purchaser(s), borrower(s), lessee(s), and any other parties holding an interest in the land establishing:
  - (i) the identity of any broker(s), known to have an agreement with the affiant, or any party claiming by, through or under said affiant, relative to any interest in the land, and
  - (ii) the amount of compensation due or to become due such broker(s), or
  - (iii) certifying that there are no broker(s) with any lien, or right to a lien, under any existing agreement with a broker.
23. CLOSING INFORMATION NOTE: If the closing of subject property is to be conducted by Community Title & Escrow, Ltd., we require all monies due from the purchase or the loan to be in the form of a wire transfer. We are required by law not to disburse funds until such "Good Funds" have been deposited, finally settled and credited to our escrow account. Wire transfers qualify as "Good Funds" immediately upon receipt.



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## **SCHEDULE B- II Exceptions**

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

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

1. Rights or claims of parties in possession not shown by Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I —Requirements are met.
7. Real Estate Taxes for the year 2020, 2021 and subsequent years; which are a lien but not yet due nor payable. Real Estate Taxes for the year 2020 show as paid in full in the amount of \$170.10.

NOTE: Parcel Identification Numbers are for informational purposes only.

### **17-19-400-006 and 17-19-200-011 Exceptions**

8. Terms, powers, and provisions of a Second Amended and Restated Mitigation Agreement dated August 21, 2018 and recorded August 31, 2018 as Document No. 201800002829. (For further particulars, see record)

### **17-19-400-006 Exceptions**

9. Certified Land Register recorded February 11, 2009 in Book 1302 at Page 93 as Document No. 200900050057. (For further particulars see record)
10. Dedication of Right of Way for Public Road Purposes to State of Illinois Department of Public Works and Buildings dated July 30, 1940, filed October 3, 1940 in Deed Record 175, Page 89 as Doc. No. 80434.
11. Easement granted to Illinois Power Company by instrument dated January 3, 1966, filed February 14, 1966 in Misc. Record 89, Page 197 as Doc. No. 210916.
12. Right of ingress and egress over an existing roadway as shown in a Warranty Deed dated January 10, 1969, filed January to, 1969 in Deed Record 267, Page 31 as Doc. No. 221334.
13. Right of Way easement granted to The City of Coffeen by instrument dated May 5, 1983, filed October 24, 1983 in

**SCHEDULE B- II  
Exceptions**

Misc. Record 144; Page 280 as Doc. No. 284241.

14. Rights of the adjoining owner or owners to the concurrent use of the easement described at Schedule A herein.
15. Terms, provisions and conditions as set forth in the instrument creating the easement described at Schedule A herein.

**17-19-200-011 Exceptions**

16. Terms, powers, and provisions of Special Warranty Deed recorded August 30, 2010 as Document No. 201000059727. (For further particulars, see record)
17. Certified Land Register recorded October 11, 2008 in Book 1302 at Page 89 as Document No. 200900050056. (Section 19) (For further particulars see record)
18. NOTE: Ordinance No. 1573 recorded November 20, 2012 at Book 1523 at Page 212 as Document No. 201200004720. (For further particulars see record)
19. Dedication of Right of Way for Public Road Purposes to the People of the State of Illinois by instrument dated July 29, 1940, filed October 3, 1940 in Deed Record 175, Page 97 as Doc. No. 80442. (Section 19) (For further particulars see record)
20. Easement granted to Illinois Power Company by instrument dated November 3, 1960, filed November 30, 1960 in Misc. Record 75, Page 462 as Doc; No. 188111. (Section 19) (For further particulars see record)
21. Easement granted to Illinois Power Company by instrument dated December 21, 1965, filed February 14, 1966 in Misc. Record 89, Page 195 as Doc. No. 210915. (Section 19) (For further particulars see record)
22. Right of Way Easement granted to the City of Coffeen by instrument dated April 6, 1983, filed October 24, 1983 in Misc. Record 144, Page 279 as Doc, No. 284240. (Section 19) (For further particulars see record)
23. Subject to any Right of Way, Dedication or Easement for Illinois Route 185, if any

**All Tracts:**

24. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
25. Utility and/or drainage easements, if any.
26. Easement for public and quasi-public utilities, if any.
27. Special Assessments dues which are not shown as existing liens by the public records.
28. No examination has been made of the mineral title. Coverage shall not be construed as including the title to minerals underlying the subject premises.

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**SCHEDULE B- II  
Exceptions**

29. Any and all easements, restrictions, outstanding oil, gas and mineral rights, and rights to aboriginal antiquities of record, but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status, or national origin.
30. All rights and easements in favor of the holder of any interest in the mineral estate or any party claiming by, through, or under said holder.
31. Rights of the Public, the State of Illinois, the County, the Township and the Municipality in and to that part of the premises taken, used, or dedicated for roads or highways.
32. Rights of tenants in possession under unrecorded leases, if any.
33. The acreage stated in the subject 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 of the acreage or any discrepancy in the quantity of Land so described.
34. We have made a search of the public records under the proposed buyer as \_\_\_\_\_. We reserve the right to amend this commitment after making a further search in the event of additional buyers and/or substitution of buyers.

Vesting Deed: [deeds](#)

Schedule B II Exception Docs: [Exception documents](#)

Tax Info: [Property Tax](#)

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

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