

Investors Title Insurance Company

P.O. Drawer 2687, Chapel Hill, North Carolina 27515-2687
919.968.2200 | invtitle.com

Illinois Real Estate Title Center, LLC
2055 W. Iles Avenue, Suite B
Springfield, IL 62704
(217) 787-3330
Fax: (217) 787-3331

State of Illinois, County of Edgar

SELLER/BORROWER AFFIDAVIT

(Seller to execute if sale; Borrower to execute if refinance or construction)

Commitment No.: 202210861IL/RC

To induce the above-referenced Investors Title Insurance Company to issue a policy in accordance with the above commitment, the undersigned Seller/Borrower being first duly sworn, depose and say as follows:

1. The deponent(s) is/are the owner of the land referred to in the above-referenced commitment (the "Land").
2. The deponent(s) is/are a citizen of the United States, is under no legal disability, has not been divorced since purchasing the Land, and had never been known by any other name (except as listed below), or the Seller/Borrower is not a non-resident alien, foreign corporation, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code or Income Tax Regulations).
3. That no proceedings in bankruptcy or receivership have been instituted by or against the deponents(s), nor has deponent(s) made any assignment for the benefit of creditors, which is in effect as to said Land.
4. That there are no actions or proceedings now pending in any State or Federal Court, nor any State or Federal tax liens, or any other State or Federal lien or civil judgment of any kind or nature, including but not limited to support obligations, which could constitute a lien or charge against the Land.
5. That there are no delinquent real estate taxes or unpaid current real estate taxes, special assessments or pending assessments, or unpaid utility bills.
6. That there are no unpaid bills or claims for labor, services, material, or equipment furnished for alteration, repair or construction of any improvement on the Land, and no such alteration, repair or construction has occurred within the last six (6) months. NOTE: If alterations, repairs or construction has occurred within this time frame, an Affidavit Regarding Liens must be completed. Please contact the agent listed above for the appropriate form.
7. That unless otherwise indicated, the real estate is occupied by deponent(s), and there are no unrecorded liens, leases or options to purchase, or other unrecorded provisions, easements, rights of way, or agreements which encumber the Land.
8. That no dispute exists between deponent(s) and others concerning the title to said Land, the boundary lines of same, nor the location of the improvements upon the Land or the adjoining land.

9. The deponent(s) know(s) of no other mortgages on the property other than the mortgage(s) disclosed on the title insurance commitment AND deponent(s) have not made any draws against any open equity line loans secured by the Land that are to be paid down or closed as a condition of the loan.
10. That unless otherwise indicated, the Land has not been used as collateral for a loan made to a person other than the deponent(s) or to a business in which the deponent(s) has (have) an interest. If so, please list below.
11. There are no purchase money obligations being created in this transfer in favor of any seller.
12. There are no mobile or manufactured houses located on the Land that have not been previously disclosed.
13. If you have evidence of prior title insurance on this property, you may be entitled to a reduced premium. Please contact the above agent for details.

Note any exceptions to the above statements here: _____

The undersigned agree(s) to indemnify Investors Title Insurance Company for any loss or expense, including reasonable attorney fees, it may incur by reason of its reliance on the accuracy of the statements made herein.

FURTHER DEPONENT(S) SAYETH NOT.

SELLER/BORROWER:

 Larca L. Ludeks

Executed, subscribed and sworn to me this _____ day of _____, 20____.

 Notary Public **[NOTARY SEAL]**

My Commission Expires: _____

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ALTA COMMITMENT FOR TITLE INSURANCE

(Adopted 08-01-2016)
(Technical Corrections 04-02-2018)

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, Investors 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 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.

COMMITMENT CONDITIONS

1. DEFINITIONS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Investors 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; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "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.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements;
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.
- 4. 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 shall not be liable for any other amendment to this Commitment.
- 5. LIMITATIONS OF LIABILITY**
- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;

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- (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
- (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

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. ARBITRATION

THE POLICY CONTAINS AN ARBITRATION CLAUSE. ALL ARBITRABLE MATTERS WHEN THE PROPOSED POLICY AMOUNT IS \$2,000,000 OR LESS SHALL BE ARBITRATED AT THE OPTION OF

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EITHER THE COMPANY OR THE PROPOSED INSURED AS THE EXCLUSIVE REMEDY OF THE PARTIES. A PROPOSED INSURED MAY REVIEW A COPY OF THE ARBITRATION RULES AT <http://www.alta.org/arbitration>.

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This Commitment is not complete without appropriate Schedules and corresponding Jacket unless otherwise agreed in writing.

Transaction Identification Data for reference only:

Issuing Agent: Illinois Real Estate Title Center, LLC
Commitment No.: 2022108611L/RC
Issuing Office File No.: 2022108611L/RC
Property Address: 159.0 Acres of Farmland, Edgar County, IL 61944
Revision No.: 1

REVISED COMMITMENT DATED AUGUST 12, 2022 NO. 1

SCHEDULE A

1. Commitment Date: February 1, 2022 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (06/17/06) Policy Amount: \$10,000.00
Proposed Insured: TO BE DETERMINED
 - b. ALTA Loan Policy (06/17/06) Policy Amount: \$10,000.00
Proposed Insured: TO BE DETERMINED
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:

Larca L. Ludeks

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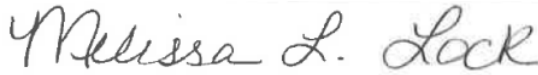
Commitment No.: 202210861IL/RC

SCHEDULE A (Continued)

5. The Land is described as follows:

The East Half of the Northwest Quarter; all that part of the East Half of the Southwest Quarter which lies North of the Grandview and Charleston Wagon Road; the Northwest Quarter of the Northwest Quarter; and the North Half of the Southwest Quarter of the Northwest Quarter; all in Section 24, Township 13 North, Range 13 West of the 2nd P.M., containing 159 acres, more or less, situated in Grandview Township, Edgar County, Illinois.

Issued through the Office of:
Illinois Real Estate Title Center, LLC
2055 W. Iles Avenue, Suite B
Springfield, IL 62704
Tel. (217) 787-3330 Fax (217) 787-3331
Email info@ilttitlecenter.com



Authorized Countersignature

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Commitment No.: 202210861IL/RC

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy 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. Receipt of satisfactory, notarized Seller/Borrower Affidavit (Form SB-1, copy attached).
6. Duly authorized and executed deed from Larca L. Ludeks, vesting fee simple title in TO BE DETERMINED.
7. Duly authorized and executed Mortgage by TO BE DETERMINED in favor of TO BE DETERMINED in the amount of \$10,000.00.
8. In order to insure the accuracy of this commitment, an update on title must be performed prior to closing if more than thirty (30) days elapse between the Commitment Date shown in Schedule A and the date of closing. Please advise as to the scheduled closing date as soon as possible to insure that all necessary updates are obtained in a timely manner.
9. In order to issue final policy(ies) (a) Agency must obtain final title update; and (b) settlement agent must provide all required documentation as noted in Commitment.

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Form No. 201-16-B

ALTA Commitment Form - 2016
(Adopted 08-01-16) (Technical Corrections 04-02-2018)
Schedule B
Page 3
202210861IL

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Commitment No.: 202210861IL/RC

SCHEDULE B, PART 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. Taxes for the year 2021, and subsequent years, not yet due and payable.

Tax I.D. No. 06-17-24-100-001. Taxes for the year 2020 paid in the amount of \$3,478.86.
Tax I.D. No. 06-17-24-300-002. Taxes for the year 2020 paid in the amount of \$354.12.
2. Rights of the public, the State of Illinois, the County, the Township, and the Municipality in and to that part of the Land in question taken, used or dedicated for roads and highways.
3. Rights of way for drainage ditches, drainage tiles, feeders, laterals and underground pipes, if any.
4. Rights or claims of parties in possession not shown by the public records.

THE FOLLOWING EXCEPTIONS WILL BE SHOWN ON THE OWNERS POLICY ONLY:

5. This policy does not insure against loss or damage by reason of the following:
 - a. Roads, ways or easements or claims of easements not shown by the Public Records.
 - b. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

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Schedule B
Page 4
202210861IL

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Commitment No.: 202210861IL/RC

- c. Pending assessments by any taxing authority not yet filed in the Public Records.
6. 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land. Paragraph 2 (c) of the Covered Risks is hereby deleted.

Note: Title Insurance insured by Investors Title Insurance Company through Illinois Real Estate Title Center, LLC, 2055 W. Iles Avenue, Suite B, Springfield, IL 62704.

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Schedule B
Page 5
202210861IL

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SCHEDULE C

The East Half of the Northwest Quarter; all that part of the East Half of the Southwest Quarter which lies North of the Grandview and Charleston Wagon Road; the Northwest Quarter of the Northwest Quarter; and the North Half of the Southwest Quarter of the Northwest Quarter; all in Section 24, Township 13 North, Range 13 West of the 2nd P.M., containing 159 acres, more or less, situated in Grandview Township, Edgar County, Illinois.

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