

# 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.: 202215987IL

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:

\_\_\_\_\_  
Gary Price

\_\_\_\_\_  
Philip Price

\_\_\_\_\_  
Karen Price

Executed, subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public **[NOTARY SEAL]**

My Commission Expires: \_\_\_\_\_

## ALTA COMMITMENT FOR TITLE INSURANCE

### NOTICE

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

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

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

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, 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 Amount of Insurance 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.

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

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

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements;

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- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

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

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

**5. LIMITATIONS OF LIABILITY**

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

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

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

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- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

**8. PRO-FORMA POLICY**

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

**9. CLAIMS PROCEDURES**

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

**10. CLASS ACTION**

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

**11. ARBITRATION**

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

  
President

  
Secretary

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

Issuing Agent: Illinois Real Estate Title Center, LLC  
Commitment No.: 202215987IL  
Issuing Office File No.: 202215987IL  
Property Address: VACANT FARMLAND, Paris, IL 61944

## **SCHEDULE A**

1. Commitment Date: August 3, 2022 at 08:00 AM
2. Policy to be issued:
  - a. ALTA 2021 Owner's Policy  
Proposed Insured: TO COME  
Proposed Amount of Insurance: \$10,000.00  
The estate or interest to be insured: Fee Simple
  - b. ALTA 2021 Loan Policy  
Proposed Insured: To Come, its successors and/or assigns as their interests may appear  
Proposed Amount of Insurance: \$10,000.00  
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple
4. The Title is, at the Commitment Date, vested in:  
  
Gary Price, Philip Price, and Karen Price, each as to an undivided 1/3 interest

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## SCHEDULE A (Continued)

5. The Land is described as follows:

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 16 NORTH, RANGE 10  
WEST OF THE 2ND P.M., EDGAR COUNTY, ILLINOIS.

SITUATED IN 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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## 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 Gary Price and Philip Price and Karen Price, vesting fee simple title in TO COME.
7. Duly authorized and executed Mortgage by TO COME in favor of To Come in the amount of \$10,000.00.
8. NOTE: This commitment is subject to additional requirements upon receipt of the purchaser's name and lender information.
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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## SCHEDULE B, PART II - Exceptions

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

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

1. 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.
2. Taxes for the year 2021, and subsequent years, not yet due and payable. Tax I.D. No. 10-05-05-300-003. Taxes for the year 2020 paid in the amount of \$4,358.74.
3. 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.
4. Rights of way for drainage ditches, drainage tiles, feeders, laterals and underground pipes, if any.
5. Rights or claims of parties in possession not shown by the Public Records.

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

6. This policy does not insure against loss or damage and the Company will not pay costs, attorneys', or expenses resulting from:

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- (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, materials, or equipment heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- (c) Pending assessments by any taxing authority not yet filed in the Public Records.

7. The effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land. 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 C

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 16 NORTH, RANGE 10  
WEST OF THE 2ND P.M., EDGAR COUNTY, ILLINOIS.

SITUATED IN EDGAR COUNTY, ILLINOIS.

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