

Transaction Identification Data for reference only:

Issuing Agent: Allied Capital Title, LLC
Issuing Office: 42 N. Vermilion St.
Danville, IL 61832
Issuing Office's ALTA® Registry ID: 1070779
Issuing Office File Number: 2022-15426
Property Address: 302 Gray, Sidell, IL 61876
302 Gray, Sidell, IL 61876

Revision No.: Revision Number: 0

Commitment No.: 2022-15426

SCHEDULE A

1. Commitment Date: November 22, 2022
2. Policy or Policies to be issued:

	Proposed Policy Amount
a. Owner's Policy:	\$10,000.00
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below	
b. Loan Policy:	
Proposed Insured:	
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:

Prospect Bank
5. The Land is described as follows:

SEE ATTACHED EXHIBIT A

Allied Capital Title, LLC

By: 
Authorized Signatory

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Exhibit A Legal Description

Part of Lots 13 and 14 in Block 7 in the Original Town of Sidell, described as follows: Beginning at the Southeast corner of Lot 14 Block 7 in the Original Town of Sidell, Illinois; thence North 106 feet 6 inches to the center of a brick wall; thence West 66 feet; thence South 106 feet 6 inches; thence East 66 feet to the place of beginning. AND ALSO the East 7 feet of Lot 13 Block 7 in the Town of Sidell, Except any interest in the coal, oil, gas and other minerals 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. Situated in Vermilion County, Illinois.

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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.
 - a) Deed from Prospect Bank to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below to be recorded in the Vermilion County Recorder's Office, State of Illinois.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. Be advised that the "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) becomes effective 1-1-2010. This act places limitations upon our ability to accept certain types of deposits into escrow. Please consult with your closer regarding the application of this new law to your transaction.
7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois Notary Public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or the value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
9. **Release of Mortgage dated November 13, 2019 and recorded November 25, 2019 as Document Number 19-07316.**

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10. Release of Assignment of Rents dated November 13, 2019 and recorded November 25, 2019 as Document Number 19-07317.
11. Release of Mortgage dated November 13, 2019 and recorded November 25, 2019 as Document Number 19-07322.
12. Release of Assignment of Rents dated November 13, 2019 and recorded November 25, 2019 as Document Number 19-07323.

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SCHEDULE B, PART II**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTIONS, 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. We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I -Requirements are met.

8. **Taxes and assessments for the year 2021 and all subsequent years are a lien but not yet due and payable.**

Tax ID #: 31-22-304-040-0060 [SDLL0501]

Tax Year: 2021

First Installment of \$23.74 is Paid

Second Installment of \$23.74 is Paid

Notes: NOTE: Property information off of the Assessors Website

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Site Address: 302 Gray, Sidell IL 61876

Net Taxable Value: \$443

Lot size or acreage: 131.5' X 19'

Exemptions: N/A

Tax rate: 9.743240%

Tax Code: SD008 - Sidell Twp

Assessed Value: \$443

9. Tax ID #: 31-22-304-041-0060 [SDLL0502]

Tax Year: 2021

First Installment of \$673.57 is Paid

Second Installment of \$673.57 is Paid

Notes: NOTE: Property information off of the Assessors Website

Site Address: 302 Gray, Sidell IL 61876

Net Taxable Value: \$13,816

Lot size or acreage: 66' X 106.6'

Exemptions: NONE

Tax rate: 9.743240%

Tax Code: SD008 - Sidell Twp

Assessed Value: \$13,816

10. Taxes for the year(s) 2022 are not yet due and payable.

11. Mortgage dated November 13, 2019 and recorded November 25, 2019 as Document Number 19-07316, executed by Charles Sergent and Julieanne Sergent, and given to Prospect Bank, to secure a note in the amount of \$45,917.68, and such other sums as provided therein.

12. Assignment of Rents dated November 13, 2019 and recorded November 25, 2019 as Document Number 19-07317, executed by Charles Sergent and Julieanne Sergent, and given to Prospect Bank.

13. Mortgage dated November 13, 2019 and recorded November 25, 2019 as Document Number 19-07322, executed by Charles Sergent and Julieanne Sergent, and given to Prospect Bank, to secure a note in the amount of \$97,437.82, and such other sums as provided therein.

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14. Assignment of Rents dated November 13, 2019 and recorded November 25, 2019 as Document Number 19-07323, executed by Charles Sergent and Julieanne Sergent, and given to Prospect Bank.
15. All rights and easements in favor of the holder of any interest in the mineral estate or of any party claiming by, through, or under said holder, if any. This commitment/policy does not purport to insure the minerals underlying the land. Note: No examination has been made of the title to minerals underlying the land.
16. Party wall rights of the owners of the property adjoining the land.
17. 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.
18. Rights of way for drainage ditches, drain tiles, feeders, laterals, and underground pipes, if any.
19. Existing unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through or under the leases.
20. 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.

Note for Information – Wire Instructions for Allied Capital Title, LLC as follows:

Bank: Iroquois Federal Savings & Loan

ABA Routing Number: 271173724

Account Number: 89023318

File Number: 2022-15426

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COMMITMENT CONDITIONS**1. DEFINITIONS**

- (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; and
- (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

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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;
 - (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(i) through 5(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

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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 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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COMMITMENT FOR TITLE INSURANCE

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO 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, First American Title Insurance Company, a company (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 90 days* after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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Allied Capital Title, LLC
42 N. Vermilion St.
Danville, IL 61832
(217) 442-3100

Estimated Invoice

Date: 11/30/2022

Evans, Froehlich, Beth & Chamley
44 E. Main St. 3rd FL
Champaign, IL 61820

File Number	Transactee	Client's File #	Class/Description	Memo	Amount
2022-15426	Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below		Owner's Premium		\$100.00
2022-15426	Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below		State of Illinois Policy Fee	302 Gray, Sidell, IL 61876	\$3.00
2022-15426	Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below		Search Fee- Buyer	Search Fee- Buyer	\$70.00
2022-15426	Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below		Search Fee- Seller	Search Fee- Seller	\$130.00
2022-15426	Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below		\$5 Will be charged per document for e-recording		
Total					\$303.00



42 N. Vermillion St.,
Danville, IL 61832
Phone: (217) 442-3100
Fax: (217) 442-4688

ALTA LOAN AND EXTENDED COVERAGE POLICY STATEMENT

Commitment No: 2022-15426

Date: **November 30, 2022**

With respect to the land described in the above commitment number, the signatories herein make the following statements for the purpose of inducing ACT and its' underwriter to issue the subject title policies.

STATEMENT OF SELLER(S) AND PURCHASER(S)

The seller(s) and purchaser(s) certify that, to the best of their knowledge and belief:

- 1) No contracts for the furnishing of any labor or material to the land or the improvements thereon, and no security agreements or leases in respect to any goods or chattels that have or are to become attached to the land or any improvements thereon as fixtures, have been given or are outstanding that have not been fully performed and satisfied;
- 2) No unrecorded leases to which the land may be subject are for more than a three-year term or contain an option to purchase, right of renewal or other unusual provisions;
- 3) That there are no unrecorded contracts, deeds, mortgage, leases or options affecting the subject property, except as follows:
- 4) That the only occupants of the subject property are the sellers or purchasers. (If other than sellers or purchasers, give names and interest held)
- 5) 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 IF NOT APPLICABLE]

STATEMENT OF MORTGAGOR(S)

The mortgagor(s) (if any) certifies that the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and the 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 or pledges thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.

INDIVIDUALS/BENEFICIARIES OF TRUSTS

Seller/Owner(s)

Prospect Bank

CORPORATIONS

IN WITNESS WHEREOF, _____ has caused these presents to be signed by its _____ President and attested by its _____ Secretary under its corporate seal on the above date.

BY _____
President
ATTEST: _____
Secretary

INDIVIDUALS/BENEFICIARIES OF TRUSTS

Purchaser(s)

Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
CORPORATIONS

IN WITNESS WHEREOF, _____ has caused these presents to be signed by its _____ President and attested by its _____ Secretary under its corporate seal on the above date.

BY _____
President
ATTEST: _____
Secretary

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 number were fully disbursed to or on the order of the mortgagor on _____; and, to the best knowledge and belief of the undersigned, the proceeds are not to be used to finance the making of future improvements or repairs on the land.

Dated: _____ Signature: _____



42 N. Vermilion St.,
Danville, IL 61832
Phone: (217) 442-3100
Fax: (217) 442-4688

Privacy Statement

Allied Capital Title, LLC (“ACT”) 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 ACT’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. ACT follows the privacy practices described in this Privacy Statement and, depending on the business performed, ACT 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 companies, 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 ACT 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.

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 who your Personal Information has been disclosed to, and request correction or deletion of your Personal Information. However, ACT'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
Allied Capital Title, LLC
201 W. Springfield
Ave, Suite 101
Champaign, IL 61820

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.