



File Number: A250334

**ALTA 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 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, 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.

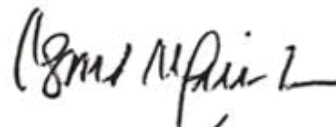
If all of the Schedule B, Part I-Requirements have not been met within **180** days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Community Title & Escrow, Ltd. (Alton)

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

By: 

By:



ATTEST

President



Secretary

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

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File Number: A250334

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

ALTA® Universal ID: 0004715

Loan ID Number:

Issuing Office File Number: A250334

Revision Number:

Closer:

Phone:

Email:

Examiner: Dorothy Seibert

Phone: 618-509-6708

Email: dseibert@communitytitle.net

Property Address: McCoy Road, Bethalto IL 62010

### SCHEDULE A

1. Commitment Date: April 23, 2025, 08:00 am
2. Policy to be issued:
  - (a) 2021 ALTA Owner's Policy
    - Proposed Insured: TBD - Prelim for realtor
    - Proposed Policy Amount: \$450,000.00
  - (b) 2021 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:  
Patrice A. Shalenko, Trustee of the Patricia A. Augsburger Family Irrevocable Trust dated July 30, 2020
5. The Land is described as follows: See Attached Exhibit A

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## Exhibit A

### Tract 1

**Part of the South 1/2 of Section 26, Township 6 North, Range 9 West of the 3rd PM, Madison County, Illinois, more particularly described as follows:**

**Beginning at an Iron Pin (set) marking the Northwest corner of the Southeast Quarter of said Section 26, Thence N.89°41'24"E., (basis of bearings per Illinois State Plane Coordinate System, Zone West, NAD83) along the North line of the Northwest Quarter of the Southeast Quarter of said Section 26, a distance of 1406.43 feet to the Northeast Corner of the West Half of the Southeast Quarter of said Section 26, Thence S.0°56'19"W., along the East line of the West Half of the Southeast Quarter of said Section 26, a distance of 165.03 feet to the centerline of the East Fork of Wood River, Thence S.49°50'49"W., a distance of 132.62 feet, Thence Southwesterly along the meandering branch of the East Fork of Wood River to its intersection with the South line of the Northwest Quarter of the Southeast Quarter of said Section 26, Thence N.89°20'37"E., along the South line of the Northwest Quarter of the Southeast Quarter of said Section 26, a distance of 37 feet more or less, Thence S.0°56'19"W., parallel with the East line of the West Half of the Southeast Quarter of said Section 26, a distance of 231.00 feet to an Iron Pin (set), Thence N.89°20'37"E., parallel with the South line of the Northwest Quarter of the Southeast Quarter of said Section 26, a distance of 478.50 feet to an Iron Pin (set) on the East line of the West Half of the Southeast Quarter of said Section 26, Thence S.0°56'19"W., along the East line of the West Half of the Southeast Quarter of said Section 26, a distance of 913.01 feet to an Iron Pin (set) on the Northerly right of way line of McCoy Road, The following 8 calls are along said right of way line; Thence S.68°48'18"W., a distance of 39.50 feet to an Iron Pin (set), Thence N.21°11'42"W., a distance of 20.00 feet to an Iron Pin (set), Thence S.68°48'18"W., a distance of 40.00 feet to an Iron Pin (set), Thence S.21°11'42"E., a distance of 20.00 feet to an Iron Pin (set), Thence S.68°48'18"W., a distance of 77.69 feet to an Iron Pin (set), Thence S.75°11'30"W., a distance of 281.01 feet to an Iron Pin (set), Thence S.89°36'24"W., a distance of 202.09 feet to an Iron Pin (set), Thence S.0°30'52"E., a distance of 46.87 feet to the South line of said Section 26, Thence S.89°04'19"W., along the South line of said Section 26, a distance of 1013.11 feet, Thence N.0°38'27"W., a distance of 1209.68 feet to an Iron Pin (set), Thence N.49°37'55"W., a distance of 190.50 feet to an Iron Pin (set), Thence N.36°40'45"W., a distance of 159.66 feet to an Iron Pin (set), Thence N.70°24'55"W., a distance of 177.07 feet to an Iron Pin (set), Thence N.34°10'25"W., a distance of 501.71 feet to an Iron Pin (set), Thence N.3°00'36"E., a distance of 253.65 feet to an Iron Pin (set), Thence N.25°03'29"E., a distance of 149.35 feet to an Iron Pin (set), Thence N.35°01'56"E., a distance of 379.54 feet to an Iron Pin (set) on the North line of the Southwest Quarter of said Section 26, Thence N.89°32'05"E., along the North line of the Southwest Quarter of said Section 26, a distance of 674.93 feet to**

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the Point of Beginning. The herein described tract contains an area of 100.86 acres more or less.

Subject to a 12 foot wide access easement being described as the West 12 feet of the Northwest Quarter of the Southeast Quarter of said Section 26 and a 15 foot wide access easement being described as the West 15 feet of the Southwest Quarter of the Southeast Quarter of said Section 26.

And subject to right of way requirements for McCoy Road along the South line of the property.

#### Tract 2

Part of the East half of the Southwest Quarter of Section 26, Township 6 North, Range 9 West of the Third Principal Meridian, Madison County, Illinois, more particularly described as follows:

Beginning at an Iron Pin (set) marking the Northeast corner of the West Half of the Southwest Quarter of said Section 26, Thence N.89°32'05"E., (basis of bearings per Illinois State Plane Coordinate System, Zone West, NAD83) along the North line of the Southwest Quarter of said Section 26, a distance of 697.09 feet to an Iron Pin (set), Thence S.35°01'56"W., a distance of 379.54 feet to an Iron Pin (set), Thence S.25°03'29"W., a distance of 149.35 feet to an Iron Pin (set), Thence S.3°00'36"W., a distance of 253.65 feet to an Iron Pin (set), Thence S.34°10'25"E., a distance of 501.71 feet to an Iron Pin (set), Thence S.70°24'55"E., a distance of 177.07 feet to an Iron Pin (set), Thence S.36°40'45"E., a distance of 159.66 feet to an Iron Pin (set), Thence S.49°37'55"E., a distance of 190.50 feet to an Iron Pin (set), Thence S.0°38'27"E., a distance of 1209.68 feet to the South line of said Section 26, Thence S.89°04'19"W., along the South line of said Section 26, a distance of 468.86 feet, Thence N.0°30'24"E., parallel with the East line of the West Half of the Southwest Quarter of said Section 26, a distance of 329.82 feet to an Iron Pin (found), Thence S.89°04'19"W., a distance of 660.00 feet to an Iron Pin (found) on the East line of the West Half of the Southwest Quarter of said Section 26, Thence N.0°30'24"E., along the East line of the West Half of the Southwest Quarter of said Section 26, a distance of 2317.70 feet to the Point of Beginning. The herein described tract contains an area of 46.12 acres more or less.

Subject to right of way requirements for McCoy Road along the South side of property.

#### Tract 3

Part of the Northwest Quarter of the Southwest Quarter of Section 26, Township 6 North,

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**RAnge 9 WEst of the Third Principal Meridian, Madison County, Illinois, more particularly described as follows:**

**Beginning at an Iron Pin (found) marking the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 26, Thence N.0°47'03"E., (basis of bearings per Illinois State Plane Coordinate System, Zone West, NAD83) along the West line of the Northwest Quarter of the Southwest Quarter of said Section 26, a distance of 539.39 feet to an Iron Pin (set) marking the Southwest corner of the North 25 acres of the Northwest Quarter of the Southwest Quarter of said Section 26, Thence N.89°34'53"E., along the South line of the North 25 acres of the Northwest Quarter of the Southwest Quarter of said Section 26, a distance of 1375.85 feet to an Iron Pin (set) marking the Southeast corner of the North 25 acres of the Northwest Quarter of the Southwest Quarter of said Section 26, Thence S.0°30'24"W., along the East line of the West Half of the Southwest Quarter of said Section 26, a distance of 528.38 feet to an Iron Pin (found) marking the Southeast corner of the Northwest Quarter of the Southwest Quarter of said Section 26, Thence S.89°07'32"W., along the South line of the Northwest Quarter of the Southwest Quarter of said Section 26, a distance of 1378.68 feet to the Point of Beginning. The herein described tract contains an area of 16.87 acres more or less.**

**Subject to a 25 foot wide access easement over the West 25 feet of the above described tract.**

**And subject to right of way requirements for McCoy Road by the Southwest corner of the above described tract.**

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## 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 notified in writing (by ANY party to the underlying transaction with knowledge) of any known construction, improvements and/or repairs done on the property in the last twelve (12) months. Also, if any portion (or all) of the loan proceeds of the Loan to be insured hereunder will be used for new and/or rehab construction, this Company must be notified in writing. Upon being notified in either regard, this Company has the right to add additional requirements including, but not limited to, financial statements, indemnities, affidavits and/or lien waivers and receipts. Upon review, the Company reserves the right to deny coverage for mechanic's liens. **If a proposed insured fails to notify this Company, in writing, as required herein, such party's mechanic's lien coverage will be invalidated.**
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

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exceptions or requirements after the designation of the Proposed Insured.

11. Record the Plat of Survey prepared by Ricky R. Cox, an Illinois Professional Land Surveyor No. 035-3031, Job No. 2025-03-23 dated April 30, 2025.
12. Approval of the legal description shown at Schedule A herein by the Mapping and Platting Division of **Madison** County, Illinois.
13. Approval of land division to conform to "Subdivision Control Ordinances and /or Zoning Laws" of local municipality, if any.
14. Note: The recording of any deed hereunder is contingent upon approval by the department of Mapping and Platting as to compliance with the Plat Act, Chapter 109 Illinois Revised Statutes, all as may be amended. This commitment should not be construed as insuring the conformity of the legal description herein with any of the aforesaid provisions.
15. Trustee's Deed executed by Patrice A. Shalenko, Trustee of the Patricia A. Augsburger Family Irrevocable Trust dated July 30, 2020 to TBD - Prelim for realtor. Must be made a matter of public record.
16. The Company should be furnished, from the Seller, the following:
  - (a) A Certification of Trust executed by the trustee in accordance with 760 ILCS 3/1013, together with excerpts of the trust agreement and amendments thereto relating to the designation of trustees and the power of the trustee to act in the current transaction, or
  - (b) In the alternative, the trustee, in his or her sole discretion, may deliver to the Company a full copy of the trust agreement together with all amendments thereto.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
17. Mortgage executed by TBD - Prelim for realtor to Lender with contractual obligations under a loan agreement with the proposed insured owner in the amount of \$TBD. Must be made a matter of Public Record.
18. 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.
19. 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.
20. Affidavit of Marital Status/Civil Union to be executed by the individuals as listed in Schedule A, if any.
21. Any installment of real estate taxes that are due and payable must be paid.

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22. Certificate executed and acknowledged by the Homeowner's Association stating that there are no unpaid assessments as per the Declaration of Covenants, Conditions and Restrictions, if any.
23. CLOSING INFORMATION NOTE: If the closing of subject property is to be conducted by Community Title & Escrow, Ltd. (Alton), 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.
24. CONSTRUCTION NOTIFICATION: If any portion of the loan secured by the Mortgage to be insured hereunder, is used for any type of New Construction, including Rehab Construction or Remodeling, this company must be notified in writing before closing. Failure to do so will invalidate any mechanics lien coverage given in the policy. If the company is notified that any portion of the loan proceeds are being used for New Construction, Rehab Construction or Remodeling, the company hereby reserves the right to add additional requirements to this commitment.

**WE NOTE, FOR INFORMATIONAL PURPOSES ONLY, THE FOLLOWING 24 MONTH CHAIN OF TITLE:**

Title to the premises in question was acquired by the following:

Corrected Deed in Trust from Patricia A. Albrecht nka Patricia A. Augsburgers to Patrice A. Shalenko, Trustee of the Patricia A. Augsburgers Family Irrevocable Trust dated July 30, 2020, and any amendments thereto recorded September 28, 2023 in Document 2023R26053.

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## **SCHEDULE B- 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 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. 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. Rights or claims of parties in possession not shown by Public Records.
3. 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.
4. Easements, or claims of easements, not shown by the Public Records.
5. 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.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. Taxes for the year 2024 and thereafter are a lien. Taxes for the year 2023 due and payable in 2024 are as follows:

Parcel ID Number: 20-1-02-26-00-000-015 - Taxes are assessed in the amount of \$2,602.40 and are now paid.

The current tax information reflects no exemption.
8. NOTE: PERMANENT PARCEL NUMBERS ARE PROVIDED FOR INFORMATION ONLY. WE NEITHER GUARANTEE NOR INSURE THE ACCURACY OR COMPLETENESS THEREOF. YOU ARE ADVISED THAT YOU SHOULD NOT RELY UPON THESE NUMBERS AND SHOULD INDEPENDENTLY VERIFY TAX PARCEL NUMBERS AND THE STATUS THEREOF.
9. Special Assessments, Subdivision Assessments, and Homeowner's Association dues which are not shown as existing liens by the public records.

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10. Terms, powers, provisions and limitations of the Trust under which title to said property is held.
11. Drainage Easement in favor of Foster Township, Highway Commissioner recorded July 25, 2000 in Book 4388 page 2657 Document 2536 0673. (As to Tract 1)
12. Right of Way Deed in favor of Township of Foster recorded September 24, 1999 in Book 4348 page 810 Document 2496 0223. (As to Tract 1)
13. Right of Way Deed in favor of The Foster Drainage and Levee District recorded June 26, 1924 in Book 532 page 381. (As to Tract 1)
14. Easement for Roadway as shown in Deed recorded in Book 191 page 299. (As to Tract 1)
15. Perpetual Right of Way and Easement for Ingress and Egress in favor of Robert Kasten, his successors or assigns recorded January 24, 1986 in Book 3353 page 1382 Document 1501 471. (As to Tract 1)
16. Easement for Water Line in favor of Fosterburg Water District recorded November 10, 1999 in Book 4354 page 4191 Document 2502 1198. (As to Tract 1,2)
17. Subject to Roadway for ingress and egress as shown in Deed recorded April 9, 1955 in Book 1588 page 467 Document 132-96075. (As to Tract 1,2)
18. Right of Way Easement in favor of Union Electric Company of Illinois recorded June 19, 1941 in Book 832 page 196. (As to Tract 3)
19. Right of Way Easement in favor of Union Electric Company of Illinois recorded June 9, 1941 in Book 831 page 473. (As to Tract 3)
20. Terms and Conditions as to a private roadway as shown in Deed recorded March 7, 1887 in Book 178 page 616. (As to Tract 3)
21. Rights of the upper and lower riparian owners in and to the free and unobstructed flow of the water of the Wood River, without diminution or pollution.
22. Changes in the land due to accretion, avulsion, reliction or meandering of the Wood River.
23. The rights of the United States, State of Illinois and the public in and to the navigable servitudes of the Wood River.
24. Land now, formerly, or in the future lying below the normal high water mark of the Wood River.
25. Title to accreted land is not insured.
26. Riparian rights are neither guaranteed nor insured.
27. Rights of adjoining landowners in and to the use of any part of the land inundated by the waters of the lake/pond located upon the land.
28. 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

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any discrepancy in the quantity of Land so described.

29. No examination has been made of the mineral title. Coverage shall not be construed as including the title to minerals underlying the subject premises.
30. Existing unrecorded leases and tenancies and all rights thereunder of the lessees and tenants and of any person claiming by, through or under lessees.
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 way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
33. If any document referenced herein contains a covenant, condition or restriction violative of 42 USC 3604(c), such covenant, condition or restriction to the extent of such violation is hereby deleted.
34. Attention is directed to ordinances and regulations relating to connections, charges, liens for use of any public sewerage, water or other utility system serving the land referred to herein. We call attention to the fact that all sewer and utility bills should be obtained from the offices supplying the service. We indicate only recorded liens.
35. Rights of dower, curtesy, homestead or other marital rights of spouse, if any.
36. We have made a search of the public records under the proposed buyer as TBD - Prelim for realtor. We reserve the right to amend this commitment after making a further search in the event of additional buyers and/or substitution of buyers.
37. This Commitment is made pursuant to an application for an ALTA form mortgage policy. Relative thereto we note:
  - a. A survey is not required.
  - b. We should be furnished with an Affidavit in Lieu of Survey properly executed.

The following endorsements will be shown on the Mortgage Policy:

1. Location Endorsement
2. Environmental Protection Lien Endorsement
3. Restrictions, Encroachments and Minerals

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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## 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; 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

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,

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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 shall not be 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.
- 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.

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**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>.



## **PRIVACY POLICY**

To better serve your needs now and in the future, we may ask you to provide us with certain information and/or we may obtain information from collateral sources as summarized below. We understand that you may be concerned about what we will do with such information, particularly personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

This Privacy Policy governs our use of the information which you provide us, either from you directly or from one of your authorized real estate agents, loan officers, attorneys or other such persons on your behalf. It does not govern the way we may use information obtained from public records. .

## **COLLECTION & USE OF INFORMATION**

Depending upon which of our services you are utilizing, we may obtain nonpublic personal information from the following persons and/or sources:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone, electronically or any other means;
- Information about your transactions with us, our affiliated companies, or others;
- Information we receive from others involved in your transaction, such as your real estate agent, your lender, your attorney, or your attorney-in-fact;
- Information we receive from a consumer-reporting agency and/or governmental entities.

We may collect the following categories of personal and/or financial information from you in connection with your transaction and/or pertaining to the product(s) and service(s) we are providing to you:

- Identifiers: real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, social security number, driver's license number, passport number, or other similar identifiers;
- Demographic Information: marital status, gender, date of birth;
- Personal Information and Personal Financial Information: name, signature, social security number, physical characteristics or description, address, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, appraisals, or any other information necessary to complete the transaction.

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested from us; or (2) as permitted or required by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all the types of nonpublic personal information listed above to one or more of our affiliated companies as permitted by law. Such affiliated companies may include title insurers, construction disbursing companies, 1031 like-kind exchange facilitators, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we

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may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

### **CONSENT**

By having submitted Personal Information to us, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Policy, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Policy, we will try to post the updated Privacy Notice on our website. Each time we collect information from you, any amendment of our Privacy Policy will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information, or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have any questions or concerns, please let us know by sending your comments or requests to: Community Title & Escrow, Ltd. (Alton), Attn: General Counsel, 2600-D State Street, Alton, IL 62002.

Effective July 1, 2014, rev. January 1, 2024

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