



Woodford County Title Company
126 North Main Street
Eureka, Illinois 61530
Telephone: (309) 467-2711 / Facsimile: (309) 467-3245

INVOICE

BILL TO	DATE	INVOICE #
Ag Exchange Farm Real Estate	5/07/2024	14724
ATTN:		
Ref #:		

ORDER INFORMATION	
Buyer/Seller:	Come, To/Maria Krpan Trust No. 102
Escrow #:	Title#: 1732410
Closing Date:	/ /
Property:	Benson IL 61516
Parcel #'s:	05-26-300-003,05-35-100-001,05-35-300-005,05-35-300-006

Date	Description	Liability	Charge
5/07/2024	Preliminary Title Commitment		\$275.00
		Balance:	\$275.00

Office Copy - Duplicate



ALTA 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 EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

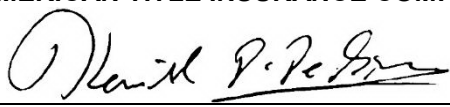
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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Form 50128017 (6-7-22)





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

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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.
- 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.
- 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

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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>.

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

Issuing Agent: **Woodford County Title Company**

Commitment Number: **1732410**

Property Address: **Parcel 1: State Route 116, Benson, IL 61516**

Parcel 2: County Road 1700 North, Benson, IL 61516

Parcel 3: State Route 116, Benson, IL 61516

SCHEDULE A

1. Commitment Date: **April 23, 2024**
2. Policy or Policies to be issued:
 - a. **ALTA Owner's Policy (7-1-21)**
Proposed Insured: **A natural person or legal entity to be determined**
Proposed Amount of Insurance: **\$10,000.00**
The estate or interest to be insured: Fee Simple
 - b. **ALTA Loan Policy (7-1-21)**
Proposed Insured: **None**
Proposed Amount of Insurance: **\$None**
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:
Maria Krpan, as Trustee under the provisions of a Trust Agreement dated April 5, 1976, and known as the Maria Krpan Trust No. 102
5. The Land is described as follows:
Parcel 1:
Tract W, being a part of the Northwest Quarter of Section 35, Township 28 North, Range 1 East of the Third Principal Meridian, as shown on the plat dated September 25, 2007 and recorded October 3, 2007 in Plat Book 52, page 96, situated in WOODFORD COUNTY, ILLINOIS.
Parcel 2:
Tract W-1, being a part of the East Half of the Southwest Quarter of Section 35, Township 28 North, Range 1 East of the Third Principal Meridian, as shown on the Plat dated February 15, 2008 and recorded February 19, 2008 in Plat Book 53, page 32, situated in WOODFORD COUNTY, ILLINOIS.
Parcel 4:
Tract W-2, being a part of the East Half of the Southwest Quarter of Section 26, Township 28 North, Range 1 East of the Third Principal Meridian, as shown on the plat dated February 14, 2008 and recorded February 19, 2008 in Plat Book 53, page 31, situated in WOODFORD COUNTY, ILLINOIS.

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FIRST AMERICAN TITLE INSURANCE COMPANY

By: Teresa K. Meginnes
Authorized Signatory

Issuing Agent:



Woodford County Title Company
126 North Main Street, Eureka, IL 61530
(309) 467-2711

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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

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. Rights or claims of parties in possession not shown by the public records
2. Easements or claims of easements, not shown by the Public Records
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting Title that would be disclosed by an accurate survey of the Land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/NSPS land title survey standards for commercial/industrial property.
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, if any, not shown as existing liens by the Public Records.
6. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

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7. General taxes for the years 2023, 2024, and subsequent years which are not yet due and payable.
Tax identification No: **05-35-100-001 (Parcel 1)**
General taxes for the year 2023 amount to \$9,932.06.
First installment of the 2023 taxes in the amount of \$4,966.03 is due on or before June 7, 2024.
Second installment of the 2023 taxes in the amount of \$4,966.03 is due on or before September 6, 2024.
8. General taxes for the years 2023, 2024, and subsequent years which are not yet due and payable.
Tax identification No: **05-35-300-005 (Part of Parcel 2)**
General taxes for the year 2023 amount to \$2,328.42.
First installment of the 2023 taxes in the amount of \$1,164.21 is due on or before June 7, 2024.
Second installment of the 2023 taxes in the amount of \$1,164.21 is due on or before September 6, 2024.
9. General taxes for the years 2023, 2024, and subsequent years which are not yet due and payable.
Tax identification No: **05-35-300-006 (Part of Parcel 2)**
General taxes for the year 2023 amount to \$2,565.72.
First installment of the 2023 taxes in the amount of \$1,282.86 is due on or before June 7, 2024.
Second installment of the 2023 taxes in the amount of \$1,282.86 is due on or before September 6, 2024.
10. General taxes for the years 2023, 2024, and subsequent years which are not yet due and payable.
Tax identification No: **05-26-300-003 (Parcel 3)**
General taxes for the year 2023 amount to \$4,868.52.
First installment of the 2023 taxes in the amount of \$2,434.26 is due on or before June 7, 2024.
Second installment of the 2023 taxes in the amount of \$2,434.26 is due on or before September 6, 2024.
11. Financing statements, if any.
12. Rights of the Public, the State of Illinois and the Municipality in and to that part of the land, if any, taken or used for road purposes.
13. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
14. Dedication of Right of Way for Public Road Purposes to the State of Illinois dated November 5, 1927 and recorded December 5, 1927 in Deed Record 113, page 27, and all terms contained therein. (Parcel 1)
15. Right of Way Permit to General Telephone Company of Illinois dated May 12, 1980 and recorded June 2, 1980 as Document No. 80-1368, and all terms contained therein. (Parcel 1)
16. Building setback lines as shown on the plat of Tract W recorded October 3, 2007, in Plat Book 52, page 96. (Parcel 1)
17. Gas Main Easement to Northern Illinois Gas Company dated November 16, 1963 and recorded December 16, 1963 in Miscellaneous Record 53, page 217, and all terms contained therein. (Parcel 2)
18. Road right of way along the South line of Tract W-1 as referenced on the plat thereof recorded February 19, 2008, in Plat Book 53, page 32. (Parcel 2)
19. Building setback lines as shown on the plat of Tract W-1 recorded February 19, 2008, in Plat Book 53, page 32. (Parcel 2)
20. Dedication of Right of Way for Public Road Purposes to the State of Illinois dated October 27, 1927 and recorded December 5, 1927 in Deed Record 113, page 13 and all terms contained therein. (Parcel 3)
21. Building setback lines as shown on the plat of Tract W-2 recorded February 19, 2008, in Plat Book 53, page 31. (Parcel 3)
22. Memorandum of Wind Lease and Easement Agreement between Maria Krpan, as Trustee under the provisions of a Trust Agreement dated April 5, 1976, and known as Maria Krpan Trust No. 102 and TGE 181 Illinois, LLC, a Delaware limited liability company dated September 11, 2018 and recorded December 14, 2018 as Document No. 1805085, and all terms contained therein.
Note: Memorandum of Correction dated July 6, 2021 and recorded July 23, 2021 as Document No. 2103904, and all terms contained therein.
(Parcels 1, 2, & 3)



- 23.** The premises in question lies within the boundaries of the Clayton-Bennington Drainage District and is subject to assessments and annual benefits levied by said district.
Note: This commitment, and our policy when issued, does not purport to insure the payment of any or all such assessments. (Parcels 1, 2, & 3)
- 24.** Existing unrecorded leases, if any, and all rights thereunder of the lessees and of any person or party claiming by, through, or under the lessees.
- 25.** Terms, powers, provisions and limitations of the Trust under which title to the land is held.
- 26.** Furnish this Company with a copy of the Maria Krpan Trust No. 102 Trust Agreement and any amendments thereof and a letter stating said Trust is still in full force and effect and that said Trustee has not resigned. Upon receipt, further requirement and/or exceptions may be made.
- 27.** Municipal and County ordinances and all matters contained in such ordinances are excluded from the coverage of the policy.

Note: We have made the usual search against Maria Krpan Trust No. 102 and find no judgments of record, other than any noted herein, in Woodford County, Illinois.

End of Schedule B