



THIS IS A DRAFT AND MAY BE CHANGED AS A RESULT OF ADDITIONAL TITLE SEARCHES AND OTHER MATTERS.

Commitment No. **DRAFT**
A T11 / SH T06D

ATTORNEYS'
TITLE
GUARANTY
FUND,
INC.

CHAMPAIGN, ILLINOIS

COMMITMENT FOR TITLE INSURANCE

Attorneys' Title Guaranty Fund, Inc., an Illinois corporation ("ATG®"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the Amount of the policy or policies committed for have been inserted in Schedule A by ATG.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of ATG.

ATG will provide a sample of the policy form upon request.

This Commitment shall become effective and binding when Schedule A and Schedule B and any endorsements are signed by a title insurance agent or other authorized signatory of ATG.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to ATG in writing, ATG shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent ATG is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to ATG, or if ATG otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, ATG at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve ATG from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of ATG under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against ATG arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either ATG or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at www.alta.org.*

⚡ ATTORNEYS' TITLE GUARANTY FUND, INC.
and
Affiliated Companies

PRIVACY POLICY NOTICE

This Notice sets forth the privacy policies and practices of Attorneys' Title Guaranty Fund, Inc. (ATG®) and its affiliated companies, Auctions by ATG, ATG Trust Company, NLT Title, L.L.C., and The Judicial Sales Corporation. This Notice identifies the sources of nonpublic, personal information we collect regarding our customers, and specifies what measures we take to secure that information.

The words “**you**” and “**your**” mean all of our consumer customers who have a business relationship with us, such as:

- Insureds under ATG title insurance policies;
- Parties to real estate transactions;
- Persons with a trust account; and
- Borrowers who have a loan account or who have applied for a loan.

“**We**,” “**our**,” and “**us**” mean ATG and its affiliated companies listed above.

“**Nonpublic personal information**” means information about you that we collect in connection with providing a financial product or service to you. Non-public personal information does not include information that is available from public sources, such as telephone directories or government records.

An “**affiliate**” is a company we own or control, a company that owns or controls us, or a company that is owned or controlled by the same company that owns or controls us. Ownership does not mean complete ownership, but means owning a sufficient share to have control.

A “**nonaffiliated third party**” is a company that is not an affiliate of ours.

THE INFORMATION WE COLLECT

We collect nonpublic, personal information about you from the following sources:

- Information we receive from you on title insurance applications or other forms associated with your transaction with us;
- Information from a consumer reporting agency;
- Miscellaneous information about your transaction that becomes part of our file on your transaction with us; and
- Information about your transactions with nonaffiliated third parties.

We do not disclose any nonpublic, personal information about you to anyone, except as authorized by law.

**THE CONFIDENTIALITY, SECURITY, AND INTEGRITY
OF YOUR NONPUBLIC PERSONAL INFORMATION**

We restrict access to nonpublic, personal information about you to only those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to protect your nonpublic personal information from unauthorized use.

**NONPUBLIC PERSONAL INFORMATION AND
NONAFFILIATED THIRD PARTIES**

You have entrusted us with important personal information about you, and we will not disclose your nonpublic, personal information to nonaffiliated third parties, except as permitted by law.

**NONPUBLIC PERSONAL INFORMATION AND
FORMER CUSTOMERS**

We do not disclose nonpublic, personal information about former customers, except as permitted by law.

ATTORNEYS' TITLE GUARANTY FUND, INC.

ATG® COMMITMENT FORM – SCHEDULE A

Commitment No.: DRAFT

State Issued: IL

File Name: A T11 / SH T06D

1. Effective Date: TO BE DETERMINED

2. Policy or policies to be issued:

Owner's Policy: 2006 ALTA Owner's Policy Amount: TO BE DETERMINED

Proposed Insured: Buyer at Auction

Loan Policy: 2006 ALTA Loan Policy Amount: TO BE DETERMINED IF APPLICABLE*

*NOTE: If requested, a loan policy will be issued for an additional fee paid by Buyer.

Proposed Insured: TO BE DETERMINED IF APPLICABLE

3. The estate or interest in the land described or referred to in this Commitment is a Fee Simple (if other, specify same) and title thereto is at the effective date hereof vested in:

Shawnee Holdings, LLC, a Delaware limited liability company

4. The land referred to in the Commitment is described as follows:

The West Half (W ½) of the East Half (E ½) of the Northeast Quarter (NE ¼) of Section Thirty (30), Township Nine (9) South, Range Six (6) East of the Third (3rd) Principal Meridian, Saline County, Illinois, except Five hundred (500) feet of even width off of the South side, thereof.

The Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) and the West Half (W ½) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼), all in Section Nineteen (19) in Township Nine (9) South, Range Six (6) East of the Third (3rd) Principal Meridian, Saline County, Illinois.

The Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section Thirty (30), Township Nine (9) South, Range Six (6) East of the Third (3rd) Principal Meridian, Saline County, Illinois.

EXCEPT part of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of said Section Thirty (30): Beginning at the Southeast corner of said quarter-quarter section; run West along the South land line of said quarter-quarter section Two Hundred Eighty (280) feet; thence run North parallel with the East land line of said quarter-quarter section Five Hundred (500) feet; thence run East parallel with the South land line Two Hundred Eighty (280) feet to the East land line of said quarter-quarter section; thence run South along the East land line of said quarter-quarter section Five Hundred (500) feet to the point of beginning, containing in

Rhine Ernest LLP
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(618) 262-8611

Member No.
1275

Signature of Member or Authorized Signatory

said exception 3.21 acres, more or less.

Also, the Northwest Quarter (NW ¼) of Section Thirty (30), Township Nine (9) South, Range Six (6) East of the Third (3rd) Principal Meridian, Saline County, Illinois.

The Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section Thirty (30) in Township Nine (9) South, Range Six (6) East of the Third (3rd) Principal Meridian, Saline County, Illinois.

The West Half (W ½) of the Southwest Quarter (SW ¼) of Section Thirty (30), Township Nine (9) South, Range Six (6) East of the Third (3rd) Principal Meridian, Saline County, Illinois.

The Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section Thirty (30), Township Nine (9) South, Range Six (6) East of the Third (3rd) Principal Meridian, Saline County, Illinois.

The Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section Thirty (30), Township Nine (9) South, Range Six (6) East of the Third (3rd) Principal Meridian, Saline County, Illinois.

EXCEPT part of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of said Section Thirty (30): Beginning at a point on the South land line of said quarter-quarter section, Nineteen (19) rods east of the Southwest corner, thereof; thence North parallel with the West land line of said quarter-quarter section, Twenty-five (25) rods and five and one half (5 ½) feet; thence East parallel with the South land line of said quarter-quarter section to the East land line of said quarter-quarter section; thence South along said East land line to the South land line, thereof; thence West to the point of beginning.

Also, the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section thirty (30), Township Nine (9) South, Range Six (6) East of the Third Principal Meridian, Saline County, Illinois, except that part lying South of the North right of way line of the Southern Illinois Railway and Power Company, containing 2.32 acres more or less, and except also, granted for cemetery purposes, the following described property: Beginning at the Northwest Corner of the South Half (S ½) of the Southeast Quarter (SE ¼) of Section Thirty (30), thence East 522.72 feet, thence South 293.53 feet, thence East 279 feet, thence Southeasterly 469.04 feet more or less to a concrete monument which is 875.13 feet, more or less, East of the West line of said South Half (S ½) of the Southeast Quarter (SE ¼); thence West 875.13 feet to the West line of said South Half (S ½) of the Southeast Quarter (SE ¼) of Section Thirty (30), thence North on the West line of the South Half (S ½) of the Southeast Quarter (SE ¼) of Section Thirty (30), 786.80 feet to the point of beginning, said exception containing 12.44 acres, more or less.

The North Half (N ½) of the Southeast Quarter (SE ¼) of Section Thirty (30) in Township Nine (9) South, Range Six (6) East of the Third Principal Meridian, Saline County, Illinois, EXCEPT the following described property:

A part of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of said Section Thirty (30), described as follows: Beginning at the Northwest corner of the above referenced quarter-quarter section; run East along the North land line to the East land line of said quarter-quarter section; thence run South along the East land line of said quarter-quarter section, One Thousand One Hundred (1,100) feet; thence run West parallel with the North land line to the West land line of said quarter-quarter section; thence run North along the West land line of said quarter-quarter section, One Thousand One Hundred (1,100) feet to the point of beginning, containing 33.33 acres, more or less.

A part of the East Half (E ½) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of said Section Thirty (30), described as follows: Beginning at the Northeast corner of the above referenced half quarter-quarter section; run South along the East land line of said half quarter-quarter section, One Thousand One Hundred (1,100) feet; thence run West parallel with the North land line of said half quarter-quarter section Two Hundred Eighty (280) feet; thence run North parallel with the East land line One Thousand One Hundred (1,100) feet to the North land line of said half quarter-quarter section; thence run East along the North land line of said half quarter-quarter section Two Hundred Eighty (280) feet to the point of beginning, containing 7.07 acres, more or less.

Also, a part of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section Thirty (30), Township Nine (9) South, Range Six (6) East of the Third Principal Meridian, Saline County, Illinois, described as follows: Beginning at the Northwest

corner of said Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼), thence running East along the North land line of said quarter-quarter section to the Northeast corner of said quarter-quarter section, thence South a distance of 728 feet along the East land line of said quarter-quarter section to the point of intersection of said land line and the North right of way line of the C.C.C. & St. L. Railroad, thence Southwesterly along the North right of way line of said railroad a distance of 745 feet to the East side of North Street, thence Northwesterly along the East side of said North Street a distance of 612 feet to a point on the North right of way line of the Southern Illinois Railway and Power Company, thence Southwesterly along the North right of way line of said Railway and Power Company a distance of 483 feet to the point of intersection of said right of way and the West land line of said quarter-quarter section, thence North along said land line a distance of 925 feet to the place of beginning. Excepting a strip of land subsequently acquired by the S.I.R. & P. Company by condemnation proceedings March 24, 1913, as follows: A strip of land 60 feet in width lying 30 feet on each side of a line produced by beginning at a point 13.7 feet West of the Northeast corner of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of said Section thirty (30) and running in a Southwesterly direction a distance of 1,133 feet to a point on the East side of North Street, containing 1.56 acres more or less.

A part of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section Twenty-nine (29), Township Nine (9) South, Range Six (6) East of the Third Principal Meridian, Saline County, Illinois, described as follows: Beginning at the Northwest corner of said Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) and running East along the North land line of said quarter-quarter section a distance of 1,038 feet to the point of intersection of said North land line and the North right of way line of C. C. C. & St. L. Railroad, thence Southwesterly along said North right-of-way line a distance of 1,275 feet to the point of intersection of said North right-of-way line and the West land line of said quarter-quarter section, thence North along the West land line of said quarter-quarter section a distance of 728 feet to the place of beginning.

EXCEPTING ALL COAL, OIL, GAS AND OTHER MINERALS AND RIGHTS APPURTENANT THERETO.

In all of the above property descriptions, reference to railroads, roads and highways and other monuments may be to prior locations of such monuments, as the context and record may indicate.

ATTORNEYS' TITLE GUARANTY FUND, INC.

ATG® COMMITMENT FORM – SCHEDULE B

Commitment No.: DRAFT

Effective Date: TO BE DETERMINED

State Issued: IL

File Name: A T11 / SH T06D

SECTION I
REQUIREMENTS

The following requirements must be met:

1. Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured.
2. Pay us the premiums, fees, and charges for the policy.
3. Documents satisfactory to us creating the interest in the Land and/or the mortgage to be insured must be signed, delivered, and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.
5. If ATG is acting as closing agent on behalf of the proposed Insureds, the following additional requirements must be satisfied at or prior to the closing:
 - a. The borrower and seller must bring a valid government issued photo ID bearing their signature to the closing.
 - b. Each seller must provide a valid forwarding address and social security number to be submitted to the IRS for 1099 purposes.
 - c. Payoff letters must be current and not subject to additional terms. We reserve the right to verify payoff figures prior to disbursement. Any additional funds required to satisfy a lien in full must be deposited by the parties involved immediately.
 - d. All funds brought to closing must be in the form of wire transfer, certified or cashier's check made payable to Attorneys' Title Guaranty Fund, Inc.
6. If the Property is Commercial and Extended Coverage over the five General Exceptions is requested, ATG should be furnished with the following:
 - a. A current ALTA/ASCM or Illinois Land Title Survey Certified to Attorneys' Title Guaranty Fund, Inc.;
 - b. A Properly executed ALTA Statement;Matters disclosed by the above documentation will be shown specifically on Schedule B.
NOTE: There will be an additional charge for this coverage.
7. The Good Funds provision of the Illinois Title Insurance Act (215 ILCS 155/26) became effective January 1, 2010. This law imposes stricter rules on the type of funds that can be accepted for real estate closings and requires wired funds in many circumstances. Contact your settlement agent to confirm the type of funds that are required for your transaction.
8. Per Illinois law, for closings on or after January 1, 2011, ATG will issue Closing Protection Letters to the parties to the transaction if it is closed by ATG or its approved title insurance agent.

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Member No.
1275

Signature of Member or Authorized Signatory

9. If you are a lender, your ATG Closing Protection Letter will be valid only if you receive it in one of the following two ways, (1) as an email from the domain "@atgf.com," or (2) as a fax from a fax number that is in the range 312.224.0195 thru 312.224.0395 or 217.403.7400 thru 217.403.7459.

SECTION II EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

Standard Exceptions

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or 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; and
5. Taxes or special assessments that are not shown as existing liens by the Public Records.

Special Exceptions

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the Effective Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any loan policy issued pursuant to this Commitment will be subject to the following exceptions (a) and (b), in the absence of the production of the data and other matters contained in the ATG ALTA Statement form or an equivalent form:
 - a. 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;
 - b. Consequences of the failure of the lender to pay out properly the whole or any part of the loan secured by the mortgage described in Schedule A, as affecting: (i) the validity of the lien of said mortgage; and (ii) the priority of the lien over any other right, claim, lien, or encumbrance that has or may become superior to the lien of said mortgage before the disbursement of the entire proceeds of the loan.
3. Payment of the full consideration to, or for the account of, the grantors or mortgagors for the estate or interest to be insured.
4. Recordation or registration of duly executed and delivered instruments sufficient to create the estate or interest to be insured.
5. Taxes for the year 2014 and thereafter.

2013 taxes in the amount of \$13,043.35 are PAID. (based on allocations)

Taxes for the years 2014 and 2015 are not yet due and payable.

The Property Tax Id No.s for the subject property are: 06-1-114-02part; 06-1-180-01part; 06-1-183-01part; 06-1-184-01; 06-1-185-01; 06-1-186-01.

6. The certificate of authority of Shawnee Holdings, LLC to do business in Illinois issued by the Secretary of State should be produced, and in default thereof, the policy or policies to be issued will contain the following exception:

"Consequences, if any, that may result because of the failure of the party in title to the estate or interest in the land described in Schedule A to comply with the applicable 'doing business' laws of the State of Illinois."

Upon a conveyance or mortgage of the land provide a certified copy of proper resolutions, passed by the stockholders and directors of the party in title, authorizing the execution of the deed of conveyance or mortgage.

Franchise tax in favor of the State of Illinois against Shawnee Holdings, LLC, a foreign company existing under the laws of the State of Illinois.

7. As per Secretary of State, Shawnee Holdings, LLC, is shown to be in "good standing" with the State of Illinois. The next annual report due is prior to April 17, 2015.
8. All rights-of-way and easements apparent on the premises and the following rights-of-way or easements, if any, appearing of record:
 - a. Various rights of ingress, egress or transportation held by other mineral owners and/or lessees.
 - b. Rights of the public, State of Illinois, and/or municipality to property dedicated for roads or highways.
 - c. Rights of way for drainage ditches, drainage tiles, feeders, laterals, and underground pipes or pipelines, if any.
 - d. Various rights of ingress, egress, or transportation held by third parties, if any.
 - e. Any public utility easements on, over, or through the premises, if any.
 - f. Right of Way Easement between Sahara Coal Company and General Telephone Company of Illinois, dated October 14, 1964, and recorded November 17, 1964, in Book 405, page 511-512, in the Office of the Recorder, Saline County, Illinois, to construct operate and maintain a buried telephone line upon over and across a part of the West One Half (W ½), South One Half (S ½), Southeast One Quarter (SE ¼), Southwest One Quarter (SW ¼) of Section Twenty (20) and a part of the West One Half (W ½), West One Half (W ½), Northeast One Quarter (NE ¼), Northwest One Quarter (NW ¼) of Section Twenty Nine (29), all in Township Nine (9) South, Range Six (6) East of the Third Principal Meridian, Saline County, Illinois. Said land, requirements and liabilities are more particularly described in the deed. (479-S)
 - g. Railroad Right of Way Easement dated June 14, 1966, recorded in Record Book 460, at page 165, from Sahara Coal Company to Illinois Central Railroad Company. (123-S; 142-S)
 - h. Right of Way Permit dated and recorded on May 27, 1970, in Record Book 477, at page 420, from Edgar Hancock and Esther Hancock to General Telephone Company, and granting the right, privilege, easement and authority to construct, operate, patrol and maintain its communication lines including the necessary underground cables, wires, conduits, splicing boxes, surface terminals, markers and appurtenances upon, over and across together with the right of access to the said land hereinafter described with the right to permit the attachment of the wires of any other Company. (187-S)
 - i. Right of Way dated June 15, 1970, recorded June 25, 1970, in Record 477, at page 494 in the Office of the Recorder, Saline County, Illinois, from Jackie Winters and Mary Winters to the General Telephone Company of Illinois for the right, privilege, easement and authority to construct, operate, patrol, and maintain its communication lines including the necessary underground cables, wires, conduits, splicing boxes, surface terminals, markers and appurtenances upon, over and across a part of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of Section 30, Township Nine (9) South, Range Six (6) East of the Third Principal Meridian, and which said land is included in the public highway. (134-S)
 - j. Right of Way Deed dated October 14, 1974, recorded October 15, 1974, in book 501, at page 50, in the Office of the Recorder, Saline County, Illinois, in which Sahara Coal Company, Inc., conveyed and warranted an easement and right of way for use as a public road to the Town of Harrisburg in the County of Saline and State of Illinois specifically described as: a strip of land 40 feet in width, being 20 feet on each side of the following described center line: Beginning at a point 250 feet East of Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 30, Township 9 South, Range 6 East of the Third Principal Meridian, Saline County, Illinois, and running Northwesterly at a deflection of 30 degrees 00' to the right for a distance of 3 00 feet, thence running West a distance of 1,355 feet; thence deflecting left 22 degrees 15' and

running a distance of 150 feet to a point on the Harrisburg-Carrier Mills Township Line 81 feet North of the Southwest corner of Section 30, in Township 9 South, Range 6 East of the Third Principal Meridian. (123-S; 134-S; 142-S; 178-S; 179-S; 187-S)

- k. Right of Way Easement from Sahara Coal Company, Inc., to Southeastern Illinois Electric Cooperative, Inc., and Illinois Corporation, dated May 17, 1988, recorded on June 28, 1988, in Record Book 779, at page 290, in the Office of Recorder, Saline County, Illinois, granting the perpetual right and easement to construct, operate, patrol, maintain, repair, relocate, reconstruct and remove electric transmission and/or distribution lines or systems, equipment and attachments appurtenant thereto for the transmission and distribution of electric energy through, under, over and across the subject property. (111-S)

- l. A Right of Way Easement from Sahara Coal Company to Southeastern Illinois Electric Cooperative, Inc., conveyed and quit-claimed a perpetual right and easement to construct, operate, patrol, maintain, repair, relocate, reconstruct, and remove electric transmission and or distribution lines or systems and equipment and attachments appurtenant thereto for the transmission and distribution of electric energy through under, over and across the land, dated May 17, 1988, recorded June 28, 1988, in Book 779, page 290, in the Office of the Recorder, Saline County, Illinois, covering a strip fifty (50) feet wide across parts of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4), the Northwest Quarter (NW/4) of the Southeast Quarter (SE/4), the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼), the Southeast Quarter (SE/4) of the Northeast Quarter (NE/4), and the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) all in Section Thirty (30), Township Nine (9) South, Range Six (6) East of the Third Principal Meridian, Saline County, Illinois. For a more specific description of the land affected and more specific terms please refer to the actual easement. (109-S; 124-S; 151-S; 193-S; 206-S; 323)

- m. In a Special Corporate Warranty Deed, dated September 9, 2002, recorded September 19, 2002, in Record Book 1567, page 294, in the Office of the Recorder, Saline County, Illinois, the Sahara Coal Company conveyed to the City of Harrisburg the land which is now adjacent to the subject property. Contained in said Corporate Warranty Deed is a provision in which Sahara conveyed to the City of Harrisburg a nonexclusive easement to intermittently impound flood water to an elevation of 410 feet Mean Sea Level on acreage described as the Northwest Quarter (NW/4) of the Southeast Quarter (SE/4), the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4), the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4), and the Southeast Quarter (SE/4) of the Northwest Quarter (NW/4) all in Section Thirty (30), Township Nine (9) South, Range Six (6) East of the Third Principal Meridian, Saline County, Illinois. However, Sahara Coal Company did not give the City of Harrisburg the right to permanently impound water on such property; normal stabilized water level of any flood control impoundment shall not cause water to be impounded on this acreage, but such impoundment shall occur only after extremely heavy rainfall events on an intermittent basis. (109-S; 124-S; 206-S)

- n. In that same Special Corporate Warranty Deed dated September 9, 2002, recorded September 19, 2002, in Book 1567, page 294, in the Office of the Recorder, Saline County, Illinois, Sahara Coal Company also granted the City of Harrisburg a nonexclusive private right of way, appurtenant to the surface lands conveyed by said Corporate Warranty Deed, over and across a portion of the Northeast Quarter (NE/4) Quarter of the Southeast Quarter (SE/4) of Section Thirty (30), and a portion of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section Twenty Nine (29), all in Township Nine (9) South, Range Six (6) East of the Third Principal Meridian, Saline County, Illinois A more detailed description is contained in the actual document. (109-S; 323)

- o. Right of Way Easement from Southern Illinois Land Co. Inc. to Southern Illinois Power Cooperative dated August 5, 2008, recorded on August 22, 2008, in Record Book 1942, pages 160 - 164. (109-S; 134-S; 142-S; 178-S, 179-S; 181-S, 184-S; 187-S; 206-S)

- p. A Rural Development Right of Way Easement from Southern Illinois Land Company, Inc, to Liberty Ledford Water District, dated April 20, 2009, recorded on May 5, 2009, in Record Book 1955, at page 429, in the Office of the Recorder, Saline County, Illinois.

- q. Right of way agreement in favor of Southern Illinois Power Cooperative, conveying the right to construct and maintain a transmission line upon an eighty (80) foot strip of the West Half (W 1/2) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4). Since this Right of Way is not specifically located by legal description, we are not able to determine the exact location. (181-S)

- r. A private road right of way providing access to the Ledford Cemetery and Hungarian Cemetery located in the Southwest

Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 30, in Township 9 South, Range 6 East of the Third Principal Meridian, Saline County, Illinois.

- s. A Conservation Easement from Shawnee Holdings, LLC, to Land Conservation Trust of Southern Illinois, dated November 28, 2014, and recorded December 3, 2014, in Book 2086, at pages 771 to 782, in the Office of the Recorder, Saline County, Illinois, granting the perpetual right and exclusive easement to use, monitor and enforce a Conservation Easement pursuant to the Illinois Real Property Conservation Rights Act, 765 ILCS 120.
- t. A Conservation Easement from Shawnee Holdings, LLC, to Land Conservation Trust of Southern Illinois, dated November 28, 2014, and recorded December 3, 2014, in Book 2086, at pages 764 to 770, in the Office of the Recorder, Saline County, Illinois, granting the perpetual right and exclusive easement to use, monitor and enforce a Conservation Easement pursuant to the Illinois Real Property Conservation Rights Act, 765 ILCS 120.
9. This commitment, and policy when issued, does not cover any loss due to any errors, discrepancies, deficiencies, or irregularities in an base abstract of title covering a part of the Northeast Quarter (NE) of the Northeast Quarter (NE) of Section 30, in Township Nine (9) South, Range Six (6) East of the 3rd P. M., except the coal thereunder and the right to mine and remove the same, in Saline County, Illinois, from sovereignty to March 7, 1930, as certified by John W. Meyer, abstractor, consisting of Forty-Two (42) items, exclusive of caption and certificate; extension from March 7, 1930, to August 24, 1936, as certified by Curely Fumane, abstractor, consisting of 1 page, inclusive of caption and certificate; extension from August 24, 1936, at 8:00 a.m., to January 5, 1973, at 8:00 a.m., as certified by John W. Lockwood, abstractor, consisting of two pages numbered one to two, exclusive of caption and certificate.
10. This commitment, and policy when issued, does not cover any loss due to any errors, discrepancies, irregularities, or deficiencies in a title opinion dated February 25, 1974, by Charles W. Phillips, Attorney at Law, Harrisburg, Illinois, or the abstracts of title relied upon for said opinion. Said abstracts being abstract covering the coal underlying the surface of the North Half (N/2) of the Northeast Quarter (NE) of Section 30, Township Nine (9) South, Range Six (6) East of the 3rd P. M., in Saline County, Illinois, and other coal land from sovereignty to July 7, 25, 1952, at 8:00 a.m., consisting of 63 pages, certified by C. E. Taylor, abstractor, extension of abstract for same coal as described above in the first part from July 25, 1952, to March 20, 1953, at 11:00 a.m. consisting of 4 pages, certified by John W. Lockwood, abstractor, Supplemental Abstract number #7108, certified by John W. Lockwood, consisting of 33 pages, covering the surface only of the North Half (N/2) of the Northeast Quarter (NE) of Section 30, Township Nine (9) South, Range Six (6) East of the 3rd P.M., in Saline County, Illinois, complementing and supplementing part one and two as described above to June 20, 1967, at 8:00 a.m., extension of the abstract described as part three to February 21, 1974, at 8:00 a.m., consisting of 4 pages, certified by Lockwood Abstract Company.
11. This commitment, and policy when issued, does not cover any loss due to any errors or discrepancies in the base abstract of title covering a portion of the subject property, from sovereignty to June 17, 1936, certified by John T. Wheatly, abstractor, The Egyptian Abstract Company, consisting of 21 items, numbered 1 through 21, exclusive of the caption and certificate; extended to June 3, 1946, certified by C. E. Taylor, abstractor, which extension consists of 2 items, numbered 1 and 2, exclusive of the caption and certificate; extended to March 3, 1952, certified by John W. Lockwood, abstractor, which extension consists of 2 items, numbered 1 and 2, exclusive of the caption and certificate; extended to March 14, 1952, certified by John W. Lockwood, abstractor, which extension consists of 1 item, exclusive of the caption and certificate; extended to May 17, 1962, certified by John W. Lockwood, abstractor, which extension consists of 4 pages, numbered 1 through 4 consecutively, exclusive of the caption and certificate; extended to August 16, 1974, certified by Juanita Rhodes, abstractor, which extension consists of 6 pages, numbered 1 through 6 consecutively, exclusive of the caption and certificate, and relied upon for said commitment.
12. This commitment, and policy when issued, does not cover any loss due to any errors, discrepancies, irregularities, or deficiencies in a title opinion dated September 10, 1981, by Charles W. Phillips, Attorney at Law, Harrisburg, Illinois. In his title opinion, covering a portion of the land covered by this commitment, Mr. Phillips examined a base abstract, consisting of 75 pages and an extension consisting of 98 pages purporting to show the record title from sovereignty to August 31, 1981, at 8:00 a.m.
13. Consequences, if any, due to James Cozart failing to be one and the same individual as James Cozert. In an abstract relied on for this commitment, the name Cozart is spelled two different ways. The last will and testament of James Cozart spells the last name as "Cozart." However the certificate of entry from the United States and all of the following conveyances by James Cozart's heirs spell that last name as "Cozart." Although this seems to only be a variation in the spelling, this title commitment excepts any errors, defects or problems in to chain of title as a result of the differences in spelling of the name Cozart.
14. Consequences, if any, of the failure of a Warranty Deed to be recorded prior to the death of the grantor Roy Cozart. A Warranty Deed dated November 20, 1972, recorded October 13, 1981, wherein Roy Cozart and Edna Cozart conveyed a part of the Northeast Quarter (NE) of the Southwest Quarter (SW) of Section 30, in Township Nine(9) South, Range Six (6) East of the 3rd P. M., Saline County, Illinois, to Sahara Coal Company, Inc. The Deed appears to have been recorded subsequent to the death of

grantor Roy Cozart.

15. Consequences, if any, of the failure to record an affidavit of heirship of Richard E. Oliver. In the title opinion by Charles W. Phillips dated February 25, 1974, he indicated that following Richard E. Oliver's death on October 22, 1919, there appears in the record a Warranty Deed dated April 4, 1921, executed by Thomas E. Oliver et. ux., Maggie Norman et. vir., Otto Oliver et. ux., and Rosa Oliver to convey the Northwest Quarter (NW) of the Northeast Quarter (NE) of Section 30, Township Nine (9) South, Range Six (6) East of the 3rd P. M., in Saline County, Illinois, to W. P. Oliver. Said Warranty Deed does not contain a recital that the parties to the deed are all the heirs of law of the said Richard E. Oliver. Since there was a possibility that there are other tenants in common that could have an interest in said Northwest Quarter (NW) of the Northeast Quarter (NE/4), Charles Phillips required that an affidavit of heirship of Richard E. Oliver be obtained to obtain a clear title. We find no affidavit of heirship appearing of record subsequent to the title opinion of Charles Phillips.
16. Consequences, if any, of the failure to record an affidavit of death of Mora Patton. In the title opinion by Charles W. Phillips dated February 25, 1974, he indicated that he was informed that the above named Mora Patton, was deceased so that the surviving joint tenant, Gladys Patton would be the sole owner of a portion of the subject property. However, the abstract relied upon did not show a death certificate for Mora Patton, nor was Mr. Phillips informed of the exact date of his death. In his title opinion, Mr. Phillips made a requirement that an affidavit of death of Mora Patton be filed of record. We find no affidavit of death of Mora Patton appearing of record subsequent to the title opinion of Charles Phillips. This commitment excepts from coverage any errors, defects, or problems that could arise from the lack of an affidavit of death being made public record in Saline County, Illinois.
17. Consequences relating to the recording of Affidavit of Adverse Possession concerning a portion of the subject property. We note that Sahara Coal Company received the subject property by virtue of numerous deeds conveying to it smaller divided portions of the subject property. Said deeds contain numerous errors, overlapping descriptions and potential gaps, particularly in the Southwest Quarter (SW) of Section 30, Township Nine (9) South, Range Six (6) East of the 3rd P. M. We note sufficient possession of the property has occurred to cure any such discrepancies by adverse possession, however exempt any issues arising from or involving said errors, gaps, and internal boundary overlaps, including tax-related matters and/or discrepancies.
18. Consequences, if any, due to failure of patents of any portion of the subject property of this commitment to be made of public record in the Office of the Recorder, Saline County, Illinois.
19. This commitment, and policy when issued, does not cover ownership of oil and gas, coal, or any other mineral or surface rights appurtenant thereto, nor does this commitment cover any rights created by any Oil and Gas or Coal Mining Lease covering the subject property, including, but not limited to, leases with expired primary terms with interests that could continue by virtue of continuous production. Any references or information provided herein as to minerals, any subsurface rights, or any surface rights appurtenant thereto are for informational purposes only, may not be comprehensive, and should not be relied upon.
20. Rights of any tenant, farm tenant, lessee, or other party in possession or rights created by virtue of any unrecorded document.
21. Survey and boundary adjustments as a result of possessions by third parties.
22. Riparian rights and water rights, if any.
23. Financing statements, if any, which are not of record in the County of Williamson and the State of Illinois.
24. Matters affecting title, if any, occurring seventy five years prior to the effective date of this commitment.
25. We note the legal description to the subject property contains a reference to a Railroad as well as a concrete monument, both of which form parts of the boundaries of said property. Without conducting a physical inspection of the property, one is unable to ascertain to the location of the said railroad and concrete monument or whether both or either continue to exist. This title commitment does not cover the accuracy of any survey provided to any party concerning the subject property, nor does this title commitment cover errors in the legal descriptions of the property or other matters which would be disclosed by a current and complete survey of the property.

End of Schedule B

ATTORNEYS' TITLE GUARANTY FUND, INC.

ATTORNEY-TITLE AGENT DISCLOSURE

Property in Saline County, Illinois.

Please be advised that (Agent) is authorized to issue title insurance as an agent for Attorneys' Title Guaranty Fund, Inc., (ATG®) and plans to examine the public records and issue title insurance as part of his/her representation on your real estate transaction. Agent has a financial interest in the title insurance portion of the transaction and will be paid a fee for providing services as a title insurance agent.

You are also receiving a DS-1 Disclosure Statement setting forth the estimated total title fees in this transaction. In addition, once it is determined, the amount of Agent's compensation will be set forth on line 1107 of the HUD-1 Settlement Statement you will receive at the closing of the transaction.

You are not required to use ATG as a condition for settlement of your transaction. There are other settlement service providers available with similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services.

In the event you have any questions with respect to Agent's representation or with respect to Agent's role as a title agent, please contact Agent. You may also, if you desire, seek an opinion from another attorney regarding the provision of these services.

ACKNOWLEDGMENT AND APPROVAL:

I/we understand and approve the foregoing and that Agent will provide title insurance through ATG.

_____	_____
Name of Client (print)	Name of Client (print)
_____	_____
Signature of Client	Signature of Client
_____	_____
Date	Date

**ATTORNEYS' TITLE GUARANTY FUND, INC.
ALTA STATEMENT**

Commitment to Insure Title No. DRAFT

The Owner/Seller and Purchaser certify to Attorneys' Title Guaranty Fund, Inc. that, with respect to the land described in the above Commitment to Insure Title, and to their best knowledge and belief:

1. Within the last six (6) months: (a) no labor, services, or materials have been furnished to improve the land, or to rehabilitate, repair, refurbish, or remodel the building(s) situated on the land; (b) nor have any goods, chattels, machinery, apparatus, or equipment been attached to the land or building(s) thereon, as fixtures; (c) nor have any contracts been let for the furnishing of labor, service, materials, machinery, apparatus, or equipment that are to be completed subsequent to the date hereof; (d) nor have any notices of lien been received; except the following, if any:
None.
2. There are no open mortgages, revolving credit mortgages, line of credit mortgages, home equity loan mortgages, or other voluntary liens or mortgages on title, other than those shown on Schedule B of the Commitment to Insure Title, except the following, if any:
None.
3. All management fees are fully paid, except the following, if any:
None.
4. There are no unrecorded security agreements, leases, financing statements, chattel mortgages, or conditional sales agreements regarding any appliances, equipment, or chattels that have or are to become attached to the land or any improvements thereon as fixtures, except the following, if any:
None.
5. There are no unrecorded contracts or options to purchase the land, except the following, if any:
None.
6. There are no unrecorded leases, easements, or other servitudes to which the land or building, or portions thereof, are subject, except the following, if any:
None.
7. If the land is "commercial real estate," as defined per statute, there are no written agreements with any "broker," nor has anyone provided licensed services that resulted in the procuring of a person or entity for the purpose of buying, selling, leasing, subleasing, or otherwise conveying or acquiring any interest in the land, except the following, if any:
None.

Any person or entity signing this Statement who is also the mortgagor in a mortgage to be insured under a Mortgagee Policy to be issued pursuant to the above Commitment to Insure Title 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 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 mortgage and obligations to sell, pledge, or otherwise dispose of the same freely at any time, and to insure the purchasers or pledgee thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative, or assigns.

The Owner/Seller and the Purchaser make this Statement for the purpose of inducing Attorneys' Title Guaranty Fund, Inc. to issue Owner and Mortgagee Title Insurance Policies with respect to the land described in the above Commitment to Insure Title.

Seller(s) or Owner(s)

Purchaser(s) or Borrower(s)

Shawnee Holdings, LLC

Buyer at Auction

NOTARY

Subscribed and sworn to before me this

_____ day of _____, _____
Day Month Year

Notary Public

NOTARY

Subscribed and sworn to before me this

_____ day of _____, _____
Day Month Year

Notary Public

LENDER'S DISBURSEMENT STATEMENT

The Lender hereby certifies to Attorneys' Title Guaranty Fund, Inc., that on the _____ day of _____, _____, complete and final disbursement of the proceeds of the loan secured by the mortgage to be insured pursuant to above Commitment to Insure Title was made to or on the order of the mortgagors; and that the Lender has no knowledge nor does the Lender require that the proceeds of the loan are to be used to pay for labor and material in the making of future improvements or repairs on the land described in the mortgage or upon any building located thereon. Attorneys' Title Guaranty Fund, Inc. is authorized and directed to issue its Mortgagee Title Insurance Policy as of a date no earlier than the date of the complete and final disbursement set forth above.

Lender: _____ Loan No.: _____

By:
ATG FORM 3004
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