Commitment No. **DRAFT**
**A T23 / SH T22**

ATTORNEYS' TITLE GUARANTY FUND, INC.

**CHAMPAIGN, ILLINOIS**

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

# 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.*


"ATG" is a registered trademark of Attorneys' Title Guaranty Fund, Inc.

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 T23 / SH T22

1. Effective Date: TO BE DETERMINED

2. Policy or policies to be issued:

[X] 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 South Half (S ½) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼); the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼); and that portion of the East Half (E ½) of the Southeast Quarter (SE ¼) lying West of the right-of-way of the former Southern Illinois and Kentucky Railroad, all in Section Eleven (11), Township Eight (8) South, Range Four (4) East of the Third (3rd) Principal Meridian, Williamson County, Illinois.

A strip of land of equal width, to-wit: Ten (10) rods wide off the East side of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section Fourteen (14), Township Eight (8) South, Range Four (4) East of the Third Principle Meridian, Williamson County, Illinois, being the East five (5) acres of the said above described forty acre tract; and the West One Half (W ½) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section Fourteen (14), Township Eight (8) South, Range Four (4) East of the Third Principle Meridian, Williamson County, Illinois, being Twenty-five acres, more or less, hereby conveyed. Subject to a strip of land Six (6) feet wide off the west side of the said above described premises for road purposes.

The East Half (E ½) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼); and the North Half (N ½) of the Northeast Quarter (NE ¼), excepting therefrom the right-of-way of the former Southern Illinois and Kentucky Railroad, all in Section Fourteen (14), Township Eight (8) South, Range Four (4) East of the Third (3rd) Principal Meridian, Williamson County, Illinois.

*SUBJECT TO PREVIOUS EXCEPTIONS, RESERVATIONS AND CONVEYANCES OF COAL, OIL, GAS AND OTHER MINERALS AND RIGHTS APPURTENANT THERETO.*

Rhine Ernest LLP
631 N. Market Street
Mt. Carmel, IL 62863
(618) 262-8611

Member No.
1275

Signature of Member or Authorized Signatory

*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 T23 / SH T22

## 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.

Rhine Ernest LLP
631 N. Market Street
Mt. Carmel, IL 62863
(618) 262-8611

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 _____ are PAID. (Based on allocations)

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

   The Property Tax Id Nos. for the subject property: _____.

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. Survey and boundary adjustments as a result of possessions by third parties.

   g. Rights contained within a Warranty Deed dated November 2, 1912, recorded on February 27, 1924, in Deed Record Book 183, at page 566, wherein Ferby Willis was conveyed a strip ten feet wide of equal width off the North side of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section Eleven (11), Township Eight (8) South, Range Four (4) East of the Third Principle Meridian, Williamson County, Illinois "for pass way or road and when not used for road purposes, it shall revert back to the owner of the land immediately joining above-described ten-foot strip on the South."

   h. Right of Way Easement in favor of the Corinth Water District dated February 12, 1974, and recorded on May 9, 1974, in Miscellaneous Record Book 138, at page 478, granting the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove a water line across a part of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section Fourteen (14), Township Eight (8) South, Range Four (4) East of the Third Principle Meridian, Williamson County, assigned to the Village of Galatia by assignment dated March 7, 1974, recorded on May 9, 1974.

   i. Easement granted to the Corinth Water District by instrument filed for record May 9, 1974, in Miscellaneous Record Book 138, at page 463, assigned to the Village of Galatia by assignment dated March 7, 1974, recorded on May 9, 1974.

   j. Easement from Southern Illinois Land Company, Inc., to Williamson Energy, LLC, dated February 19, 2013, recorded on March 1, 2013, as File 2013-00001877, in the Office of the Recorder, Williamson County, Illinois.

9. Consequences, if any, due to failure of patent to be recorded in the Office of the Recorder of Williamson County.

10. The description of the subject property refers to a railroad "right-of-way." The railroad described in the legal description actually possesses ownership in fee. The location of the railroad is indicated by the following deeds:

    a. Warranty deed dated January 29, 1924, and recorded March 24, 1924, in Deed Record Book 177 at page 536, to the Southern Illinois and Kentucky Railroad Company covering the following described property in Williamson County, Illinois:

       A strip of land one hundred twenty (120) feet wide, extending over and across the Southeast Quarter of the Southeast Quarter of Section Eleven (11) and the North fifteen (15) acres of the Northeast

Quarter of the Northeast Quarter of section Fourteen (14), Township Eight (8) South, Range Four (4) East of the Third (3rd) Principal Meridian, being fifty-three (53) feet in width on the East side and sixty-seven (67) feet in width on the West side of the located center line of Grantee's track, containing five and one tenth (5.1) acres, more or less. Said located center line intersects the North line of said Southeast Quarter of the Southeast Quarter at a point seven hundred sixty-seven (767) feet West of the Northeast corner thereof and runs thence South nine (9) degrees East, eighteen hundred forty-nine (1849) feet more or less to a point in the South line of Grantor's land four hundred fifty-eight (458) feet West of the East line of said Section Fourteen (14).

b. Warranty Deed dated June 6, 1927, and recorded June 17, 1927, in Deed Record Book 197 at page 245, conveying the following described property in Williamson County, Illinois, to the Southern Illinois and Kentucky Railroad Company:

A strip of land seventeen (17) feet right-of-way of the Southern Illinois and Kentucky Railroad Company and extending over and across the Southeast quarter of the Southeast Quarter of Section Eleven (11), Township Eight (8) South, Range Four (4) East of the Third (3) Principal Meridian, from the North line of the South line of said land, containing fifty four hundredths (.54) of an acre, more or less.

c. Warranty deed dated March 13, 1924, and recorded April 22, 1924, in Deed Record Book 185 at page 31, conveying the following described property in Williamson County, Illinois, to the Southern Illinois and Kentucky Railroad Company:

A strip of land 100 feet wide extending over and across the Northeast quarter of the Southeast Quarter of Section 11, Township 8 South, Range 4 East of the third P.M., being 43 feet in width on the East side and 57 feet in width on the West side of the located center line of grantee's track, containing 3.05 acres, more or less. Said located center line intersects the North line of said Northeast Quarter of the Southeast Quarter at a point 364 feet East of the Northwest corner thereof, and runs thence South 9 degrees East, 1330 feet, more or less, to a point in the South line thereof 767 feet West of the East line of said Section Eleven (11).

11. Consequences, if any, due to the failure of the Office of the Recorder of Williamson County, Illinois, to properly record the reverse side of a Release of Mortgage, dated June 5, 1980, and recorded in Miscellaneous Record Book 159, Page 675. Said Release releases a mortgage dated November 17, 1977, recorded in Record Book 174, Page 997, from Jimmy G. and Nancy Jo Travis to the Bank of Johnson City. The Release provides the legal description of the property securing mortgage; however, the Office of the Recorder of Williamson County failed to record the reverse side, which would appear to provide the legal description for the E ½ SW NE S14, T8S, R4E.

12. This commitment, and policy when issued, does not cover any loss due to any errors or discrepancies not indicated in the Title Insurance Commitment issued by Lawyers Title Insurance Corporation, Richmond, Virginia, dated October 18, 1990, at 8:00 a.m., covering the subject property.

13. Rights of any tenant, farm tenant, lessee, or other party in possession or rights created by virtue of any unrecorded document.

14. Riparian rights and water rights, if any.

15. Financing statements, if any, which are not of record in the County of Saline and the State of Illinois.

16. Matters affecting title, if any, occurring seventy-five years prior to the effective date of this commitment.

17. We note that the legal description for the subject property contains a reference to a right-of-way line of the Southern Illinois Railway & Power Company, said right-of-way is not of record during the period of our search, and an inspection of the surface of the property has not been conducted to ascertain the existence of said right-of-way.

18. 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.

19. This commitment, and policy when issued, does not cover the accuracy of any survey provided to any party, exact area/acreage recitals concerning the subject property, errors in the legal descriptions of the property, if any, 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.

# DISCLOSURE STATEMENT
# CONTROLLED BUSINESS ARRANGEMENT

Commitment No. (if available): DRAFT

This disclosure is made to (check one or both):

[v] Seller/Owner: Shawnee Holdings, LLC, a Delaware limited liability company

[v] Buyer: Buyer at Auction

Regarding the property located at:

| Street Address | City | State | Zip Code |
|---|---|---|---|
| | | IL | |

This disclosure is made by the undersigned as an agent of Attorneys' Title Guaranty Fund, Inc. (ATG).

In connection with the property described above, the undersigned will issue title insurance and/or provide escrow services through ATG. The undersigned producer is a title insurance agent of ATG and has a financial interest in that company and, therefore, makes, or has made, the following estimate of the fees and charges that are known and which will be made in connection with the recommended title and/or escrow services.

Only those charges that may be paid by the parties to whom this disclosure is made are disclosed herein. If there are additional parties who choose to utilize services from ATG, there may be additional charges for those services.

Thank you for selecting ATG.

| | |
|---|---|
| *Owner Title Policy: | |
| *Mortgagee Title Policy: | |
| Escrow or Closing Fee: | $0.00 |
| Closing Protection Letter(s) | $0.00 |
| Other Fees: | |
| | |
| Total Estimated Charges: | $0.00 |

*These estimated figures include all charges/services such as title search, title examination, title insurance premiums, and final issuance of policies. These estimates may be revised if any unusual circumstances occur, unusual risks are "insured over," and/or lenders require special endorsements, which extend their coverage.

You are not required to use ATG as a condition for settlement of your loan on, or purchase, sale, or refinance of, the subject property. There are frequently 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.

The undersigned does hereby certify that the above disclosure was made to the above named parties on _____ (Date)

Signature of Agent: _____

Name of Agent: Rhine Ernest LLP

Date: _____

## ACKNOWLEDGMENT

I/WE have read this disclosure form and understand that the above-named agent is referring me/us to purchase the above described settlement services from ATG and may receive a financial or other benefit as a result of this referral.

Seller/Owner: _____ Date: _____

_____ Date: _____

Buyer: _____ Date: _____

_____ Date: _____

**NOTE: (IN ILLINOIS) PURSUANT TO SECTION 18(B) OF THE TITLE INSURANCE ACT, THE TITLE INSURANCE COMPANY, INDEPENDENT ESCROWEE, OR TITLE INSURANCE AGENT SHALL MAINTAIN THIS DISCLOSURE FORM FOR A PERIOD OF 3 YEARS.**

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
Day Month Year
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: _____