

# Chicago Title Insurance Company

## ALTA Commitment for Title Insurance Schedule A

File Number: **122979**

Refer Inquiries to: **Monica Stengel**

1. Effective Date: **July 13, 2012**

2. Policy (or Policies) to be issued: POLICY AMOUNT

(a) 2006 ALTA OWNER'S POLICY  
Proposed Insured: **\$10,000.00**  
**To Be Determined**

(b) 2006 ALTA LOAN POLICY  
Proposed Insured: **NONE**  
**NONE**

(c) 2006 ALTA LOAN POLICY  
Proposed Insured: **NONE**  
**NONE**

3. **Fee Simple** interest in the Land described in this Commitment is owned, at the Effective Date, by  
**Heirs at law and/or devisees of Noah Hermie, deceased**

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

**The West half of Section 31, Township 19 North, Range 7 East of the 4th P.M., Whiteside County, Illinois, EXCEPTING THEREFROM the following described tract: Beginning at the Southwest corner of said Section 31, running thence East 39 rods; thence North 2 rods; thence West 39 rods; thence South 2 rods to the place of beginning.**

# Chicago Title Insurance Company

## ALTA Commitment for Title Insurance Schedule B - Exceptions

File No: 122979

Effective Date: July 13, 2012

- (C) Expenses of the Administration;
- (D) Illinois Estate Tax which may be charged against the estate;
- (E) Surviving spouse's and child's award which may be allowed in said estate;
- (F) Power of sale conferred upon the Executor or Administrator;
- (G) Rights of Legacies under the will.

**NOTE:** This Commitment is based upon the assumption that title is to be conveyed pursuant to a deed from the Personal Representative.

**NOTE:** If title is to be derived through a deed by one other than the Executor or Administrator, a Notice of Probate pursuant to Section 20-24 of the Probate Act should be recorded in the Office of the Recorder of Deeds.

3. Special assessments and special taxes, if any.
4. Easements for public and quasi-public utilities, if any.
5. Gas Main Easement in favor of Northern Illinois Gas Company, an Illinois Corporation,, its successors and assigns, as granted by Instrument dated May 27, 1965 and recorded June 14, 1965 as Document No. 314848, over and across a portion of the premises; and with the terms and provisions therein contained.
6. Pipeline Easement in favor of Hydrocarbon Transportation, Inc., a Delaware corporation,, its successors and assigns, as granted by Instrument dated April 2, 1968 and recorded September 9, 1969 in Record Book 593, page 243 as Document No. 339653, over and across a portion of the premises; and with the terms and provisions therein contained.  
AND Conveyance, Assignment and Bill of sale recorded August 3, 1992 as Document No. 6741-92 to Enron Liquids Pipeline Operating Limited Partnership.  
AND Conveyance and Assignment of Easements, Licenses, Permits and Leases recorded October 9, 2007 as Document No. 9489-2007 made to Oneok North System, L.L.C., a Delaware limited liability company.
7. Pipeline Easement in favor of Alliance Pipeline L.P., a Delaware limited partnership,, its successors and assigns, as granted by Instrument dated June 10, 1998 and recorded July 30, 1998 as Document No. 8207-98, over and across a portion of the premises; and with the terms and provisions therein contained.
8. Rights of the public, State of Illinois, the County, the Township and the Municipality in and to that part of the premises in question taken, used or dedicated for roads and highways.

# Chicago Title Insurance Company

## ALTA Commitment for Title Insurance Schedule B - Exceptions

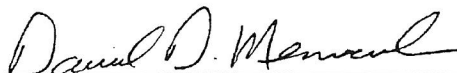
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9. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
10. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
11. Rights or claims of parties in possession not shown by the public records; any encroachment, encumbrance, violation variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land; and easements and claims of easements not shown by the public records.

**INFORMATIONAL NOTE:** Be advised that the "Good Funds" section of the Illinois Title Insurance Act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow when the settlement agent is located in Illinois. Please contact your local H B Wilkinson Title Company, Inc. regarding the application of this new law to your transaction.

Countersigned  
H.B. Wilkinson Title Company, Inc.



David D. Menzies

H.B. Wilkinson Title Company, Inc.  
500 North Cherry Street  
P.O. Box 310  
Morrison, IL 61270  
Phone: 815-772-2159  
Fax: 815-772-4799  
Email: [whiteside-morr@hbwttitle.com](mailto:whiteside-morr@hbwttitle.com)



Visit us at [www.hbwttitle.com](http://www.hbwttitle.com)

**File No.** 122979

**Date:** 07/16/2012

**To:** Rod W. Copeland, Attorney at Law  
107 East Third Street  
Prophetstown, IL 61277  
**Attn:** [rcopeland@frontiernet.net](mailto:rcopeland@frontiernet.net)

**Fax** 815-537-2437  
**Customer File No/**  
**Ref No.**  
**Closing Date**

**PROPERTY ADDRESS:** , , IL

**BRIEF LEGAL DESCRIPTION:** NW S31 T19N R7E

**OWNER:** Estate fo Noah Hermie

**BUYER/BORROWER:** To Be Determined

**LENDER:**

**Sales Price:** \$10,000.00

**1<sup>st</sup> Mortgage Amount:** \$0.00

**Owners Policy Amount:** \$10,000.00

**2<sup>nd</sup> Mortgage Amount:** \$0.00

	SELLER/OWNER EXPENSES	BUYER/BORROWER EXPENSES
OWNERS PREMIUM	\$35.00	
IL DFI \$3.00 POLICY FEE OP	\$3.00	
SEARCH/EXAM	\$75.00	
LATER DATE	\$50.00	
<b>SubTotals</b>	<b>\$163.00</b>	<b>\$0.00</b>
<b>Total Amount</b>	<b>\$163.00</b>	

**Underwriter:** Chicago Title Insurance Company

Standard Endorsements fee includes Comprehensive Endorsement, Location Endorsement & EPA Endorsement.

**Invoices for Commitments are considered pending transactions. Invoices for ALL other title products are due upon receipt.**

Cancellation Fees may apply. Please check with the issuing office for details.

PLEASE MAKE CHECKS PAYABLE TO H.B. WILKINSON TITLE COMPANY, INC.

INVOICE DOES NOT INCLUDE RECORDING FEES, AND RECORDING FEES WILL NOT BE ADVANCED.

TU: 1 CL: INV: 35357

**Tax Information Sheet**

NOTE: The following is provided for informational purposes only and is based on data available as of the search date and is subject to change. Please contact the Supervisor of Assessments or the Treasurer for the County indicated below for further information.

Search Date: 07/11/2012  
Tax ID Number: 23-31-100-001  
County: Whiteside  
Address Currently known as: , , IL

Township: Hahnaman  
Approximate Lot Size or Acreage: 160.05 Acres  
2011 Tax Rate: 8.0354

**Assessments**

Land/Lot: \$20,771.00  
Improvements: \$36,003.00

**Exemptions**

Owner Occupied:  
Senior:  
Senior Freeze:  
Home Improvement:  
Veteran:

**Other Information**

Enterprise Zone:  
Drainage: \$861.64  
Forestry Program Plan:

**Tax Information Sheet**

NOTE: The following is provided for informational purposes only and is based on data available as of the search date and is subject to change. Please contact the Supervisor of Assessments or the Treasurer for the County indicated below for further information.

Search Date: 07/11/2012  
Tax ID Number: 23-31-300-001  
County: Whiteside  
Address Currently known as: , , IL

Township: Hahnaman  
Approximate Lot Size or Acreage: 159.98 Acres  
2011 Tax Rate: 8.0354

**Assessments**

Land/Lot: \$30,171.00  
Improvements:

**Exemptions**

Owner Occupied:  
Senior:  
Senior Freeze:  
Home Improvement:  
Veteran:

**Other Information**

Enterprise Zone:  
Drainage:  
Forestry Program Plan:



# CHICAGO TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

Issued by

**Chicago Title Insurance Company**

*Chicago Title Insurance Company, a Nebraska corporation ("Company"), 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 the Company.*

*All liability and obligation under this Commitment shall cease and terminate 6 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 the Company.*

*The Company will provide a sample of the policy form upon request.*

*IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.*

122979  
H.B. Wilkinson Title Company, Inc.  
500 North Cherry Street  
P.O. Box 310  
Morrison, IL 61270  
Phone: 815-772-2159  
Fax: 815-772-4799  
Email: [whiteside-morr@hbwtitle.com](mailto:whiteside-morr@hbwtitle.com)

CHICAGO TITLE INSURANCE COMPANY

By:

President

ATTEST

Secretary

Authorized Signatory



## 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 the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company 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 the Company 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 the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*