

Auction Tract 1
(Ford County, Illinois)

Preliminary Title Insurance Schedules

(Effective Date: October 15, 2014)

Prepared by:

Ford County Abstract Company
145 N. Taft St.
Paxton, IL 60957
Tel: 217-379-2413

As issuing agent for:

Chicago Title Insurance Company

For:

Auction conducted on November 17, 2014 by
Schrader Real Estate and Auction Company, Inc.
on behalf of Midway Investment Holdings, LLC



Chicago Title Insurance Company

CTIC-14004218
Mid Albers
IL (Ford)

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.

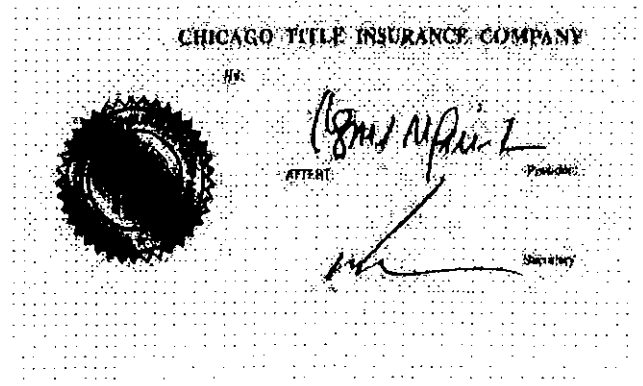
This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

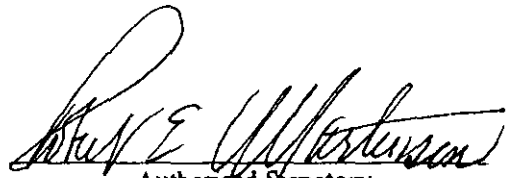
All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

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.

IL2094
Ford County Abstract Company
145 North Taft Street
Paxton, IL 60957
Tel: (217) 379-2413
Fax: (217) 379-9752



Countersigned: 
Authorized Signatory
Robert E. Martensen



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/>>.*

GENERAL EXCEPTIONS IN POLICIES

The owners policy will be subject to the following General Exceptions: (1) Rights or claims of parties in possession not shown by the public records; (2) 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; (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; (5) Taxes or special assessments which are not shown as existing liens by the public records.

SCHEDULE B

Schedule B of the policy or policies to be issued will contain the applicable General Exceptions (see above); and, if an owners policy is to be issued, the encumbrance, if any, shown in Schedule A; and exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- (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) An ALTA LOAN POLICY will be subject to the following Exceptions (a) and (b), in the absence of the production of the data and other essential facts requested in our standard "ALTA Statement": (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 Insured 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 which has or may become superior to the lien of said mortgage before the disbursement of the entire proceeds of the loan.

CHICAGO TITLE INSURANCE COMPANY

Commitment Number: 26029FORDNBU14004218

SCHEDULE A

1. Effective Date: October 15, 2014 at 04:30 PM
2. Policy or Policies to be issued: Amount

(a)	<input checked="" type="checkbox"/> Owner's Policy Proposed Insured: BUYER TO COME	(ALTA Owners Policy (06/17/06)) \$ 1,000.00
(b)	<input checked="" type="checkbox"/> Loan Policy Proposed Insured: UNKNOWN	(ALTA Loan Policy (06/17/06))
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:
 MIDWAY INVESTMENT HOLDINGS, LLC, a Delaware Limited Liability Company
5. The land referred to in the Commitment is described as follows:

The West Half (W¹/₂) of the Southeast Quarter (SE¹/₄) of Section Nineteen (19), Township Twenty-four (24) North, Range Nine (9) East of the Third Principal Meridian, situated in the County of Ford and the State of Illinois, EXCEPTING THEREFROM the East 358 feet of the South 426 feet of said West Half (W¹/₂).

ALSO KNOWN AS:

A part of the Southeast Quarter (SE¹/₄) of Section Nineteen (19), Township Twenty-four (24) North, Range Nine (9) East of the Third Principal Meridian, situated in the County of Ford and State of Illinois, more particularly described as follows:

Beginning at the Southwest Corner of said Southeast Quarter (SE¹/₄) and running; thence North 00 degrees 09 minutes 52 seconds West, along the West line of said Southeast Quarter (SE¹/₄), 2660.94 feet to the Northwest Corner of said Southeast Quarter (SE¹/₄); thence North 89 degrees 50 minutes 15 seconds East along the North line of said Southeast Quarter (SE¹/₄), 1333.56 feet to the Northeast Corner of the West Half (W¹/₂) of said Southeast Quarter (SE¹/₄); thence South 00 degrees 16 minutes 14 seconds East along the East line of said West Half (W¹/₂), 2232.78 feet; thence South 89 degrees 44 minutes 40 seconds West parallel with the South line of said Southeast Quarter (SE¹/₄), 358.00 feet; thence South 00 degrees 16 minutes 14 seconds East parallel with said East line 426.00 feet to the South line of said Southeast Quarter (SE¹/₄); thence South 89 degrees 44 minutes 40 seconds West along said South line 980.48 feet to the point of beginning, situated in the County of Ford and State of Illinois.

Commitment Number: 26029FORDNBU14004218

SCHEDULE A
(Continued)

CHICAGO TITLE INSURANCE COMPANY

By: Robert E. Martensens
FORD COUNTY ABSTRACT COMPANY, Issuing Agent,
145 N. Taft St., Paxton, IL 60957 (217) 379-2413

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CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B

1. Requirements:

1. a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
 - b) Pay us the premiums, fees and charges for the policy.
 - c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
 - d) 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.
 - e) If work has been performed on the land within the last six months which may subject the land to liens under the Mechanics Lien Laws, the company should be furnished satisfactory evidence that those who have performed such work have been fully paid and have waived their rights to a lien and this commitment is subject to such further exceptions as may be deemed necessary. If evidence is not provided or is unsatisfactory, the policy(ies), if and when issued, will be subject to the following exception:
"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."
 - f) In the event the amount of insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:
 - (I) Where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or
 - (II) Where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.
- The provisions of this paragraph shall not apply to costs, attorney's fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.
- g) In all deeds and mortgages given by an individual, and in the acknowledgments thereto, the marital status of the grantor must be stated. If the real estate is the homestead of the grantor and/or grantor's spouse, the spouse must join in the execution of the deed or mortgage. Unless

SCHEDULE B
(Continued)

shown to us to the contrary, we will assume that the real estate is homestead property. Failure to state the marital status, or failure of the spouse to join in the execution of the deed or mortgage of homestead property, will result in an objection being raised on the title policies as to the outstanding homestead estate of the spouse of the grantor.

h) The present Marital Status (including a co-party to a Civil Union pursuant to the Illinois Religious Freedom Protection and Civil Union Act, or any substantially similar legal relationship by another state) of all persons shown on Schedule "A" herein must be disclosed in any subsequent Deed of conveyance and/or any Mortgage we are asked to insure, and their spouses (including a co-party to a Civil Union or any substantially similar legal relationship recognized by another state), if any, must join in the execution of said instruments in order to release any homestead estate.

i) NOTE REGARDING USE OF POWERS OF ATTORNEY: Pursuant to Public Act 96-1195, all Powers of Attorney executed in the State of Illinois after July 1st, 2011, must meet new statutory requirements which include the requirement of a witness. If you anticipate the use of a Power of Attorney in your transaction please contact the local Chicago Title office prior to closing.

2. PLEASE NOTE THE FOLLOWING:

a) If you record instruments at the Recorder's Office, we should be notified immediately so that an Owner's and/or Loan Policy can be issued without undue delay.

b) Applicable General Exceptions and Schedule B Exceptions (1) and (2) appear on the inside of the Commitment Jacket.

This Commitment consists of said Commitment Jacket and insert pages labeled Schedule A and Schedule B (continued from Commitment Jacket). This Commitment is of no force and effect unless all Schedules are included, along with any Rider pages incorporated by reference in the insert pages.

c) This Commitment for Title Insurance is made in connection with the above numbered application for an Owner's Policy and/or Loan Policy.

d) The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) was effective January 1, 2010. This Act places limitations upon our ability to accept certain types of monetary deposits into our escrow account. Please contact us regarding the application of this new law to your transaction, if we are to be the closing agent.

FORD COUNTY ABSTRACT COMPANY
145 North Taft Street, PO Box 145
Paxton, IL 60957-0145
Telephone: 217-379-2413 Fax: 217-379-9752

CHICAGO TITLE INSURANCE COMPANY

Commitment Number: 26029FORDNBU14004218

SCHEDULE B

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

3. Taxes for the year 2013, payable in 2014, are in the sum of \$1,377.18 and are shown paid. Permanent Tax Index No. 06-10-19-400-003. (Pt SE Beg SW Cor N2660.94' E1333.56' S2232.78' W358' S426' W980.48' to POB in 19-24-9)
4. Said premises are subject to taxes for the year 2014.
NOTE: Not yet due and payable.
5. Said premises lie within the boundaries of the Ford County Soil Conservation District.
NOTE: There are no assessments due and/or payable in said Soil Conservation District.
6. Said premises lie within the boundaries of the Big Four Drainage District of Ford County, Illinois, and are subject to assessment thereby.
NOTE: There are no unpaid assessments due and/or payable in said Drainage District.
7. Said premises lie within the boundaries of SubDistrict #4 of the Big Four Drainage District of Ford County, Illinois, and are subject to assessment thereby.
NOTE: There are no unpaid assessments due and/or payable in said Drainage District.
8. Said premises lie within the boundaries of the Roberts-Melvin Community Fire Protection District and are subject to assessment thereby.
9. Rights of the Public, the 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 or highways.
10. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
11. Said premises lie within the boundaries of the Moyer District Library and are subject to assessment thereby.
NOTE: There are no assessments due and/or payable in said District Library.
12. Encroachments onto the premises as disclosed by Survey of Krause Surveying, Inc. dated October 25, 2007.
 - (a) A fence is encroaching onto the property 11.2 feet South of the Northern boundary line of the property.
 - (b) An end post is 6.7 feet South and 1.2 feet East of the Northwestern Corner of the property.
 - (c) A post is located 18.5 feet South and 0.8 feet West of the top Southeastern Corner of the property.
 - (d) County Road No. 2 on the South boundary line of the property.
 - (e) The hedge at the North end of the property.
13. We should be furnished by Midway Investment Holdings, LLC:
 - a) A copy of the Articles Of Organization, together with any amendments thereto;
 - b) A copy of the Operating Agreement, if any, together with any amendments thereto;
 - c) A list of incumbent managers or of incumbent members if managers have not been appointed;

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Commitment Number: 26029FORDNBU14004218

SCHEDULE B
(Continued)

d) Certification that no event of dissolution has occurred;

NOTE: In the event of a sale of all or substantially all of the assets of the L.L.C. or of a sale of the L.L.C. assets to a member or manager, we should be furnished a copy of a resolution authorizing the transaction adopted by the members of said L.L.C.

- 14. Rights or claims of parties in possession not shown of record.
- 15. Questions of Survey; easements or claims of easements not shown of record.

NOTE: A Mortgage Policy, if issued, will contain the above 2 objections.

Effective Date: May 1, 2008

Fidelity National Financial, Inc. Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explain FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in the Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information and income information;

Information we receive from you through our Internet websites, such as your name, address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites.

Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transactions, account balances, and credit card information; and

Information we receive from consumer or other reporting agencies and publicly recorded.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from our consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connections with an insurance transactions.

To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested.

To an insurance regulatory, or law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation

To companies that perform marketing services on our behalf or to other financial institutions with which we have had joint marketing agreements and/or

To lenders, lien holders, judgement creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlines herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulation to guard Personal Information.

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity.

Where permitted by law we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.