

*Cover page for:*

**Preliminary Title Evidence  
(Informational Report)**

*Prepared by:*

**Community Title & Escrow, Ltd.**

**(File Number: A211072)**

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**Auction Tracts 8 - 12  
(Madison County, Illinois)**

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*For October 20, 2021 auction to be conducted by:*

**Schrader Real Estate and Auction Company, Inc.**

*On behalf of:*

**111 West South, LLC, 111 East LLC,  
111 West North, LLC and/or Wanda Road, LLC**



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## INFORMATIONAL REPORT

1. Title to the estate or interest in the Land is at the date of this Informational Report is vested in: **111 East LLC, an Illinois Limited Liability Company**
2. The estate or interest in the Land described or referred to in this Informational Report is **Fee Simple**.
3. The report reflects a title search of the public records thru the Search Date of: **August 30, 2021**.

By *Melinda Kimler*

The legal description of the land searched is:

### PARCEL 1

The West Half of the Northeast Quarter of Section 11, Township 4 North, Range 9 West of the Third Principal Meridian;

LESS AND EXCEPT the 20.55 acre portion thereof conveyed to South Roxana Sanitary District under Exchange Deed and Agreement recorded February 6, 1967 in Book 2472 Page 366 in the Office of the Recorder of Deeds of Madison County, Illinois.

EXCEPTING THEREFROM that part conveyed to the Village of Roxana, a municipal corporation, from John G. Helmkamp, Jr., Janice Carol Farrell and Jane E. Hadley by Quit Claim Deed of Easement and Right of Way recorded August 22, 2002 in Book 4510 Page 3141 as Document No. 2002R49131, more particularly described as follows:

Said 30 feet wide permanent utility easement shall be described as follows:

The North 30 feet of the South 75 feet being located North of and running parallel with the North right of way line of Wagon Wheel Road (50 feet in width);

AND

Said 20 feet proposed right of way for Wagon Wheel Road shall be described as follows:

The North 20 feet of the South 45 feet being located North of and running parallel with the North right of way line of Wagon Wheel Road (50 feet in width) and a 50 foot x 50 foot triangular wedge adjacent to the East right of way line of Illinois Route 111 (175 feet in width) and located 20 feet North of the existing right of way line of Wagon Wheel Road (50 feet in width);

All being situated in Madison County, Illinois.

Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been



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**heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil gas and other minerals, if any.**

PPN: 18-1-14-11-00-000-006  
PPN: 18-1-14-11-00-000-006.001

#### PARCEL 2

A tract of land off the South end of the East Half of the Southeast Quarter of Section 2, Township 4 North, Range 9 West of the Third Principal Meridian, described as follows:

Beginning at the intersection of the South line of the Southeast Quarter of Section 2 with the West line of a 50 foot township road; thence Westerly along the South line of said Quarter Section a distance of 1,313.42 feet to the West line of the East Half of said Quarter Section; thence Northerly along said West line a distance of 678.31 feet to the South line of the Second Addition to Gonterman Place, located in said Section 2; thence Easterly along said South line and the South line of Washington Park Subdivision, located in said Section 2 a distance of 1,309.32 feet to the West line of a 50 foot township road located in said Section 2; thence Southerly along said West line a distance of 687.97 feet to the Point of Beginning. Situated in Madison County, Illinois.

**Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil gas and other minerals, if any.**

PPN: 18-1-14-02-00-000-006

#### PARCEL 3

The East One-Half of the Northeast Quarter of Section 11, Township 4 North, Range 9 West of the Third Principal Meridian. Situated in Madison County, Illinois.

EXCEPTING THEREFROM that part conveyed to the Village of Roxana, a municipal corporation, from John G. Helmkamp, Jr., Janice Carol Farrell and Jane E. Hadley by Quit Claim Deed of Permanent Easement recorded January 22, 2009 as Document No. 2009R03070, more particularly described as follows:

Said 30 feet wide permanent utility easement shall be described as follows:

The West 30 feet of the East 50 feet being located West of and running parallel with the Easterly right of way line of Cemetery Road (40 feet in width);

**Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil gas and other minerals, if any.**

PPN: 18-1-14-11-00-000-007

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## EXPECTED REQUIREMENTS

Based on the results of this Informational Report, if a policy of title insurance were to be ordered as of the Search Date, the following requirements would need to be met, in order to issue a policy of title insurance:

1. Any proposed Insured must notify the company in writing of the name of any party not referred to in this Informational Report who will obtain an interest in the Land or who would make a loan on the land. Our Company would then make additional requirements or exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for any policy to the company.
4. Documents satisfactory to our company that convey title or create any mortgage to be insured, or both, would have to be properly authorized, executed, delivered, and recorded in the public records.
5. Our company would need be informed, prior to closing, of any alterations, repairs or new construction in progress, recently completed or contemplated, at which time additional requirements might become necessary.
6. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, our company would not able to close or insure any transaction involving land that is associated with these activities.
7. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow.
8. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
9. Any proposed policy amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed policy amount(s) would be revised and premiums charged consistent therewith when any final amounts were approved.
10. LLC Warranty Deed executed by 111 East LLC, an Illinois Limited Liability Company to Purchaser with contractual rights under a purchase agreement with the vested owner identified in item 4 of schedule A.
11. Furnish this company with copies of the Articles of Organization and all amendments thereto; the Operating Agreement and all amendments thereto; and a Certificate of Good Standing from the Secretary of State for 111 East, LLC, an Illinois limited liability company.

Any instrument to be executed by the limited liability company must:

- a. be executed in the limited liability company's name;
- b. and be signed by all the members if management has been retained by the members, or by such managers or other persons as provided in the operating agreement, if said document creates a lower approval threshold.



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12. This commitment is subject to an update if the effective date as listed on Schedule A is older than 30 days. Please contact Community Title and Escrow to request and update to this commitment.
13. Affidavit of Marital Status/Civil Union to be executed by the individuals as listed in Schedule A, if any.
14. Any installment of real estate taxes that are due and payable must be paid.
15. **CLOSING INFORMATION NOTE:** If the closing of subject property is to be conducted by Community Title & Escrow, Ltd., we require all monies due from the purchase or the loan to be in the form of a wire transfer. We are required by law not to disburse funds until such "Good Funds" have been deposited, finally settled and credited to our escrow account. Wire transfers qualify as "Good Funds" immediately upon receipt.
16. **CONSTRUCTION NOTIFICATION:** If any portion of the loan secured by the Mortgage to be insured hereunder, is used for any type of New Construction, including Rehab Construction or Remodeling, this company must be notified in writing before closing. Failure to do so will invalidate any mechanics lien coverage given in the policy. If the company is notified that any portion of the loan proceeds are being used for New Construction, Rehab Construction or Remodeling, the company hereby reserves the right to add additional requirements to this commitment.



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## EXPECTED EXCEPTIONS

Based on the results of this Informational Report, if a policy of title insurance were to be ordered as of the Search Date, the following exceptions would be expected to appear on any policy of title insurance:

### 1. STANDARD EXCEPTIONS

- (a) Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date of any proposed policy but prior to the date any proposed insured acquired for value of record the estate or interest or mortgage thereon covered by any proposed commitment/policy.
- (b) Rights or claims of parties in possession not shown by the public records.
- (c) Easements, or claims of easements, not shown by the public record.
- (d) 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.
- (e) 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) Taxes which are not shown as existing liens by the public records.
- (g) Bankruptcies or any other court filings not reflected in a search of the county public records.
- (i) Under the provisions of the Illinois Religious Freedom Protection and Civil Union Act, the parties to a Civil Union or any substantially similar legal relationship recognized by another state, are the same as those of married persons. Any reference herein to "spouse", "marital rights", "husband", "wife" or similar reference to marital status or rights associated with marital status, shall include parties to a Civil Union or any substantially similar legal relationship recognized by another state and the rights thereunder.

2. **ARBITRATION** The final 2016 ALTA Policy would contain an arbitration provision. When the Amount of Insurance is \$2,000,000 or less, all arbitral matters in dispute would be required to be arbitrated at the option of either the underwriter or the insured and would be the exclusive remedy available to the parties. A copy of the arbitration rules can be viewed at <http://www.alta.org>.

- 3. Taxes for the year 2021 and thereafter are a lien. Taxes for the year 2020 are assessed in the amount of \$512.80 (PPN: 18-1-14-11-00-000-006), \$177.06 (PPN: 18-1-14-11-00-000-006.001), \$1,751.16 (PPN: 18-1-14-11-00-000-007) and \$537.66 (PPN: 18-1-14-02-00-000-006) and are now paid. The current tax information reflects no exemption. PERMANENT PARCEL NUMBERS ARE PROVIDED FOR INFORMATION ONLY. WE NEITHER GUARANTEE NOR INSURE THE ACCURACY OR COMPLETENESS THEREOF. YOU ARE ADVISED THAT YOU SHOULD NOT RELY UPON THESE NUMBERS AND SHOULD INDEPENDENTLY VERIFY TAX PARCEL NUMBERS AND THE STATUS THEREOF.
- 4. Easement granted to South Roxana Sanitary District as contained in Deed dated December 1, 1966 and recorded February 6, 1967 in Book 2472 Page 366 as Document No. 171-25. With further considerations concerning Sewer line connections and tap on connections. (For further particulars, see record.) (Affects Parcel 2)
- 5. Pipeline Easement granted by G. Helmkamp Excavating and Trucking Co. to Explorer Pipeline Company dated December 15, 1970 in Book 2733 Page 203 as Document No. 184-2340. (For further particulars, see record.) (Affects Parcel 2)
- 6. Easement Granted by John G. Helmkamp and Flossie E. Helmkamp to the Village of Roxana dated September 25, 1987 and Recorded October 8, 1987 in Book 3443 Page 1568 as Document No. 1591-595. (For further particulars, see record.) (Affects Parcel 1)

7. Easement granted by John G. Helmkamp Jr., and Flossie E. Helmkamp to the Village of Roxana dated September 25, 1987 and recorded October 21, 1987 in Book 3445 Page 505 as Document No. 1593-185. (For further particulars, see record.) (Affects Parcel 1)
8. Right-of-Way Easement granted by John Gilbert Helmkamp, Jr., Janice Carol Farrell and Jane E. Hadley to Equilon Pipeline Company, LLC dated April 30, 2002 in Book 4498 Page 3863 as Document No. 2002R35290. (For further particulars see record.) (Affects Parcel 1 and 2)
9. Right-of-Way Easement granted by John G. Helmkamp, Jr., Janice Carol Farrell and Jane E. Hadley to the Village of Roxana dated November 8, 2001 and recorded August 22, 2002 in Book 4510 Page 3141 as Document No. 2002R49131. (For further particulars, see record.) (Affects Parcel 1 and 2)
10. Easement granted by Flossie Helmkamp, a widow to the Village of Roxana dated September 25, 1987 and recorded October 8, 1987 in Book 3443 Page 1560 as Document No. 1591-593. (For further particulars, see record.) (Affects Parcel 1)
11. Easement and Right-of-Way Agreement granted by John G. Helmkamp Jr., Janice C. Farrell and Jane E. Hadley, as tenants in common, to Transcanada Keystone Pipeline, LP., a Limited Partnership, dated June 13, 2008 and recorded April 1, 2009 as Document No. 2009R16090. (For further particulars, see record.)
12. The acreage stated in the subject legal description is for descriptive purposes only. Nothing in this commitment or Policy, when issued, should be construed as insuring against loss or damage due to the inaccuracy of the acreage or any discrepancy in the quantity of Land so described. (Affects Parcel 1)
13. Any and all easements, restrictions, outstanding oil, gas and mineral rights, and rights to aboriginal antiquities of record, but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status, or national origin.
14. All rights and easements in favor of the holder of any interest in the mineral estate or any party claiming by, through, or under said holder.
15. Rights of the Public, the State of Illinois, the County, the Township and the Municipality in and to that part of the premises taken, used, or dedicated for roads or highways.
16. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
17. Rights of dower, curtesy, homestead or other marital rights of spouse, if any.
18. Attention is directed to ordinances and regulations relating to connections, charges, liens for use of any public sewerage, water or other utility system serving the land referred to herein. We call attention to the fact that all sewer and utility bills should be obtained from the offices supplying the service. We indicate only recorded liens.
19. We have made a search of the public records under the proposed buyer as To Be Determined. We reserve the right to amend this commitment after making a further search in the event of additional buyers and/or substitution of buyers.

## LIMITATION OF LIABILITY

This Informational Report is given for informational purposes only, is not a guarantee or opinion of title, and does not insure any party. This report is limited in scope and is not an abstract of title, title opinion, preliminary title report, title report, commitment to issue title insurance, or a title policy, and should not be relied upon as such. In providing this report, the Company is not acting as an abstractor of title. This report does not provide or offer any title insurance, liability coverage or errors and omissions coverage. This report is not to be relied upon as a representation of the status of title to the property and does not make a determination as to whether there may be a break in the chain of title.

If you do not wish to limit liability as stated herein and you desire that additional liability be assumed by the Company, you may request and purchase a policy of title insurance, a binder, or a commitment to issue a policy of title insurance. You therefore agree, as part of the consideration for the issuance of this report and to the fullest extent permitted by law, to limit the liability of the Company, its licensors, agents, service providers, subsidiaries, affiliates, employees, and subcontractors, for any and all claims, liabilities, causes of action, losses, costs, damages and expenses of any nature whatsoever, including attorney's fees, however alleged or arising including but not limited to those arising from breach of contract, negligence, the Company's own fault and/or negligence, errors, omissions, strict liability, breach of warranty, equity, the common law, statute, or any other theory of recovery or from any person's use, misuse, or inability to use the report, so that the total aggregate liability of the Company, its employees, agents and subcontractors shall not exceed the Company's total fee for this report.