

Cover page for:

**Preliminary Title Evidence
(Informational Report)**

Prepared by:

Community Title & Escrow, Ltd.

(File Number: A211073)

Auction Tract 13

(Madison County, Illinois)

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**



File Number: A211073

INFORMATIONAL REPORT

1. Title to the estate or interest in the Land is at the date of this Informational Report is vested in: **111 West North, 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 31, 2021**.

By Melinda Kimler

The legal description of the land searched is:

A tract of land being part of the South Half of the Southwest Quarter of Section 2, Township 4 North, Range 9 West of the Third Principal Meridian, Village of Hartford, Madison County, Illinois, described as follows:

Beginning at a point on the north line of the above said South Half, said point being South 85 degrees 34 minutes 21 seconds East (basis of bearings: Illinois State Plane Coordinate System-West Zone), 886.90 feet from the Northwest corner of said South Half; thence along said North line South 85 degrees 24 minutes 11 seconds East, 1760.85 feet to the Westerly right of way line of Illinois Route 111, variable width; thence along said right of way line South 00 degree 19 minutes 55 seconds East 1,146.87 feet to the North right of way line of Robbins Road, 80 feet wide; thence along last said right of way line North 85 degrees 36 minutes 14 seconds West 1,752.17 feet; thence departing last said right of way line North 00 degrees 44 minutes 08 seconds West 1,153.76 feet to the Point of Beginning. **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.**

Situated in the County of Madison in the State of Illinois.

IDENT 2021R09114

PPN: 18-1-14-02-00-000-003



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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. Warranty Deed executed by 111 West North, 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 West North, 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.



File Number: [A211073](#)

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. Certificate executed and acknowledged by the Homeowner's Association stating that there are no unpaid assessments as per the Declaration of Covenants, Conditions and Restrictions, if any.
16. **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.
17. **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.



File Number: A211073

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 2020 and thereafter are a lien. Taxes for the year 2018 are assessed in the amount of \$7,420.62 (PPN: 18-1-14-02-00-000-003 Larger Parcel) 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. Special Assessments, Subdivision Assessments, and Homeowner's Association dues which are not shown as existing liens by the public records.
5. Existing unrecorded leases and tenancies and all rights thereunder of the lessees and tenants and of any person claiming by, through or under lessees.
6. Easement for Right of Way in favor of Wood River Drainage District recorded November 15, 1967 in Book 2523 on Page 204. (For further particulars, see record.)
7. Rights of the public, the State of Illinois and the municipality in and to that part of the land described herein taken or used for State Aid Route 30 by proceedings in the County Court of Madison County, Illinois, as condemnation #58 and shown on plats thereof recorded in Road Record 5 Pages 254 and 255. (For further particulars, see record.)

8. Easement in favor of Illinois Bell Telephone Company, made by Gilbert Helmkamp and Flossie Helmkamp dated September 2, 1971 and recorded October 5, 1971 in Book 2785 on Page 404. (For further particulars, see record.)
9. Rights of the public, the State of Illinois and the municipality in and to that part of the land described herein lying within Illinois Route 111, as shown on plat recorded in Plat Book 46 on Page 12. (For further particulars, see record.)
10. Easement in favor of Union Electric Company made by Gilbert Helmkamp and Flossie Helmkamp, his wife, dated September 4, 1980 and recorded December 11, 1980 in Book 3181 on Page 2236. (For further particulars, see record.)
11. Easement in favor of Village of South Roxana for a sanitary sewer force main and pumping station, made by John Gilbert Helmkamp, Jr. and Flossie E. Helmkamp, as successor co-trustees of John Gilbert Helmkamp, Sr. Trust dated October 2, 1980, dated December 30, 1982 and recorded February 9, 1983 in Book 3239 on Page 2012. (For further particulars, see record.)
12. Road easement in favor of the Village of Hartford made by Jane E. Hadley, etal, dated January 8, 1997 in Book 4144 on Page 215. (For further particulars, see record.)
13. Roadway Easement in favor of Illinois Petroleum Supply Corporation, an Illinois corporation, dated July 1, 1999 and recorded October 28, 1999 in Book 4353 at Page 702 as Document No. 2501-174. (For further particulars, see record.)
14. Ordinance No. 2002-0-147 dated February 5, 2002 and recorded February 21, 2002 in Book 4480 at Page 2803 as Document No. 2002R11642, an ordinance annexing certain territory to the Village of Hartford, Madison County, Illinois (The Helmkamp Property - 414 acres). (For further particulars, see record.)
15. Ordinance No. 2002-0-153 dated September 18, 2002 and recorded September 23, 2002 in Book 4516 at Page 2971 as Document No. 2002R55440, ordinance approving the Route 111 Tax Increment Financing Redevelopment Plan and Redevelopment Project. (For further particulars, see record.)
16. Ordinance No. 2002-0-155 dated September 18, 2002 and recorded September 23, 2002 in Book 4516 at Page 2983 as Document No. 2002R55442, an ordinance adopting tax increment financing. (For further particulars, see record.)
17. Terms, provisions and conditions of Boundary Line Agreement made by and between Explorer Pipeline Company and Gilbert Helmkamp and Flossie Helmkamp, his wife, dated May 6, 1976 and recorded May 19, 1976 in Book 3027 on Page 394 and as shown on plat attached to said instrument. (For further particulars, see record.)
18. Pipe Line Right of Way Easement dated February 25, 1952 and recorded March 1952 in Book 1334 on Page 416 as Document No. 123-7262 made by Cities Service Oil Company by H. Ben Cox, Attorney in Fact, the Ohio Oil Company. Assignment of Rights of Way dated November 19, 1959 and recorded February 23, 1960 in Book 1988 on Page 339 as Document No. 147-7499. Assignment of Rights of Way and Permits in favor of Plains Pipeline, L.P., a Texas limited partnership, dated March 1, 2004 and recorded May 25, 2006 as Document No. 2006R26807. (For further particulars, see record.)
19. Pipe Line Right of Way Easement in favor of Wabash Pipe Line Company, a Delaware corporation, dated July 15, 1958 and recorded July 31, 1958 in Book 1872 at Page 254 as Document No. 142-7522. (For further particulars, see record.)

20. Pipe Line Easement in favor of Socony-Vacuum Oil Company, Inc. dated July 13, 1940 and recorded October 9, 1940 in Book 814 at Page 457. Assignment to Magnolia Pipe Line Company dated July 1, 1942 and recorded July 13, 1942 in Book 865 at Page 202. (For further particulars, see record.)
21. Easement and Right of Way Agreement in favor of Transcanada Keystone Pipeline, LP, a Limited Partnership dated June 13, 2008 and recorded April 1, 2009 as Document No. 2009R16089. (For further particulars, see record.)
22. Easement and Right of Way Agreement in favor of 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.)
23. Right of Way Contract in favor of Conoco Phillips Pipe Line Company dated January 20, 2006 and recorded June 20, 2006 as Document No. 2006R31690. (For further particulars, see record.)
24. Right of Way Agreement in favor of Continental Pipe Line Company, a Delaware corporation, dated December 27, 1988 and recorded February 1, 1989 in Book 3509 at Page 1673. Assignment to Conoco, Inc., a Delaware corporation, dated January 1, 1996 and recorded June 19, 1996 in Book 4056 at Page 354 as Document No. 2204-102. (For further particulars, see record.)
25. Permanent and Construction Easement for Water Line in favor of The Village of Roxana, a municipal corporation, dated January 22, 1997 and recorded June 18, 1997 in Book 4144 at Page 144 as Document No. 2292-51. (For further particulars, see record.)
26. Easement for Construction and Maintenance of Gravity Drainage Structure dated February 1, 1956 and recorded May 29, 1968 in Book 2558 at Page 414 as Document No. 175-4449. (For further particulars, see record.)
27. Easement Deed by Court Order in Settlement of Landowner Action entitled Don Wayne McDaniel et al, Plaintiffs v. Qwest Communications Corporation et al filed in the United States District Court for the Northern District of Illinois as Civil Action NO. 05-C-1008 and recorded December 27, 2011 as Document No. 2011R48567 in the Madison County Records. (For further particulars, see record.)
28. Easement Deed by Court Order in Settlement of Landowner Action entitled Don Wayne McDaniel et al, Plaintiffs v. Qwest Communications Corporation et al filed in the United States District Court for the Northern District of Illinois as Civil Action NO. 05-C-1008 and recorded as Document No. 2012R28077 and re-recorded February 27, 2014 as Document No. 2014R05991 in the Madison County Records. (For further particulars, see record.)
29. Easement Agreement in favor of Omega Partners Hartford, LLC, a Delaware limited liability company, dated January 14, 2013 and recorded January 23, 2013 as Document No. 2013R03798. Amendment to Easement Agreement dated August 27, 2013 and recorded September 5, 2013 as Document No. 2013R38633. (For further particulars, see record.)
30. Access Easement Agreement in favor of Omega Partners Hartford, LLC, a Delaware limited liability company, dated January 14, 2013 and recorded January 23, 2013 as Document No. 2013R03799. (For further particulars, see record.)
31. Assignment and Assumption of Easements made by and between Koch Pipeline Company, L.P., a Delaware limited partnership, Assignor, and KLP Northern States, LLC, a Delaware limited liability company, Assignee, dated December 1, 2017 and recorded March 5, 2018 as Document No. 2018R06619. (For further particulars, see record.)
32. Easements and reservations in deed dated December 22, 1950 and recorded January 13, 1951 in Book 1252 on Page 362 as Document No. 121-1081 made by Northwestern Refining Company to Ashland Oil and Refining Company. (For further particulars, see record.)
33. Easement in favor of Union Electric Company made by Gilbert Helmkamp and Flossie Helmkamp, his wife, dated February 10, 1967 and recorded July 5, 1967 in Book 2492 on Page 176.

34. Roadway easement in favor of Explorer Pipeline Company made by Gilbert Helmkamp and Flossie Helmkamp, his wife, dated December 15, 1970 and recorded January 6, 1971 in Book 2728 on Page 585. (For further particulars, see record.)
35. Pipeline easement in favor of Explorer Pipeline Company made by Gilbert Helmkamp and Flossie Helmkamp, his wife, dated April 7, 1971 and recorded May 5, 1971 in Book 2751 on Page 761.
36. Easement in favor of Union Electric Company made by Gilbert Helmkamp and Flossie E. Helmkamp, his wife dated October 12, 1971 and recorded November 17, 1971 in Book 2794 on Page 456.
37. Easement in favor of Village of Roxana for a water line, made by Gilbert Helmkamp and Flossie Helmkamp, his wife, dated December 5, 1975 and recorded December 11, 1975 in Book 3015 on Page 82.
38. Terms, provisions and conditions of Boundary Line Agreement made by and between Explorer Pipeline Company and Gilbert Helmkamp and Flossie Helmkamp, his wife, dated May 6, 1976 and recorded May 19, 1976 in Book 3027 on Page 394 and as shown on plat attached to said instrument.
39. Right of Way Easement in favor of Equilon Pipeline Company L.L.C., its successors and assigns, dated April 30, 2002 and recorded June 13, 2002 in Book 4498 on Page 3871 as Document No. 2002R35291. (For further particulars, see record.)
40. Deed Notice as of the 9th day of February, 2008, John Gilbert Helmkamp, Jr., Jane E. Hadley, Sarah Hadley Trust II, Flossie E. Helmkamp, Angela Hadley Trust II, the owner of the property, on their/his/her/its behalf and on behalf of their tenants, licensees, invitees, occupants, successors, and assigns (collectively "Owners") have settled and released any claims they had or have against the BP entities with respect to the purported accumulation of hydrocarbons an/or other petroleum products beneath Property recorded March 22, 2012 as Document No. 2012R12527.
41. Deed Notice as of the 9th day of February, 2008 John Gilbert Helmkamp, Jr. and Flossie E. Helmkamp, the owner of the property, on their/his/her/its behalf and on behalf of their tenants, licensees, invitees, occupants, successors and assign (collectively "Owners"), have settled and released any claims they had or have against the BP entities with respect to the purported accumulation of hydrocarbons and/or other petroleum products beneath the property. recorded March 22, 2012 as Document No. 2012R12541.
42. Building Lines, Easements, Conditions and Restrictions which are shown on the recorded plat of said subdivision. For further particulars, see record.
43. 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.
44. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
45. 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.

46. 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.
47. We have made a search of the public records under the proposed buyer as 111 West South, LLC, an Illinois limited liability company. 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.