



## CHICAGO TITLE INSURANCE COMPANY

**ALTA COMMITMENT FOR TITLE INSURANCE**  
**issued by**  
**CHICAGO TITLE INSURANCE COMPANY**

Commitment No.: Pike 18322D

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued By

Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY

WESTERN ILLINOIS TITLE  
SERVICES, LLC

130 SOUTH MADISON STREET  
P.O. BOX 492

PITTSFIELD, IL 62363

Telephone # (217) 285-4220

Fax # (217) 285-5742

By:

Randy Quirk  
President

ATTEST

Marjorie Nemzura  
Corporate Secretary

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72C170B

ALTA Commitment for Title Insurance (7-1-21)

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

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# CHICAGO TITLE INSURANCE COMPANY

## 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

## 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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# CHICAGO TITLE INSURANCE COMPANY

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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# CHICAGO TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: WESTERN ILLINOIS TITLE SERVICES, LLC  
 Issuing Office: 130 SOUTH MADISON STREET, P.O. BOX 492, PITTSFIELD, IL 62363  
 Issuing Office's ALTA® Registry ID:  
 Loan ID Number:  
 Commitment Number: Pike 18322D  
 Issuing Office File Number: Pike 18322D  
 Property Address: Rural Route, Pittsfield, IL 62363 AUCTION TRACT 5  
 Revision Number:

## SCHEDULE A

1. Commitment Date: 08/01/2024 at 04:00 p.m.
2. Policy to be issued: Proposed Amount of Insurance  
 a. 2021 ALTA® Owner's Policy \$ 10,000.00  
 Proposed Insured:  
 Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.

The estate or interest to be insured: Fee Simple

- b. 2021 ALTA® Loan Policy \$ 0.00  
 Proposed Insured:  
 None

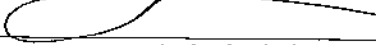
The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is: Fee Simple
4. The Title is, at the Commitment Date, vested in:  
 F. Wayne Baughman Revocable Trust dated the 18th day of December, 1997, an undivided one-half interest,  
 Virginia Baughman, Mark Baughman and Matthew Baughman, an undivided one-half interest.

5. The Land is described as follows:  
 A tract of land lying in and being a part of Section 6, Township 5 South, Range 4 West of the Fourth  
 Principal Meridian, Pike County Illinois, and being more fully described as follows:  
 Commencing at a point marking the South Quarter corner of the aforementioned Section 6; thence North

See Continuation Sheet

CHICAGO TITLE INSURANCE COMPANY

By:   
Authorized Signatory

Ronald K. Hoskin, Member

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**SCHEDULE A**  
**Legal Description (Continued)**

File No.: Pike 18322D

00°39'20" East along the center of the public road a distance of 612.78 feet; thence North 00°09'07" West along the center of the public road a distance of 60.44 feet to the point of beginning; thence North 00°09'07" West along the center of the public road a distance of 675.66 feet; thence North 00°26'44" West along the center of the public road a distance of 741.85 feet; thence South 74°22'10" East leaving the center of the public road and along the center of a ditch a distance of 101.04 feet; the following courses will be along the center of said ditch until otherwise stated; thence South 77°01'31" East a distance of 67.02 feet; thence South 15°20'05" East a distance of 30.08 feet; thence South 25°32'44" East a distance of 28.40 feet; thence South 57°33'10" East a distance of 87.53 feet; thence North 77°35'44" East a distance of 36.92 feet; thence North 31°04'42" East a distance of 24.08 feet; thence South 06°51'52" West a distance of 33.36 feet; thence South 64°50'36" East a distance of 116.09 feet; thence North 03°35'36" East a distance of 40.22 feet; thence North 83°34'43" East a distance of 22.12 feet; thence South 25°58'48" East a distance of 34.37 feet; thence South 48°29'51" East a distance of 45.46 feet; thence South 33°23'21" West a distance of 59.46 feet; thence South 56°42'01" East leaving said center of ditch a distance of 62.96 feet; thence South 14°23'04" East a distance of 488.40 feet; thence South 79°13'34" West a distance of 304.10 feet; thence South 01°05'44" West a distance of 554.18 feet; thence South 83°47'37" West a distance of 306.00 feet to the point of beginning.



SCHEDULE B, PART I - Requirements

File No.: Pike 18322D

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may 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 the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. For each policy to be issued as identified in Schedule A, Item 2: the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
  - b. We will require that the Plat of Survey of the premises in question prepared by Hart and Wyatt Professional Land Surveyors in July of 2024 be recorded in the Recorder's Office of Pike County, Illinois.
  - c. In regard to the one-half interest of said real estate titled in F. Wayne Baughman Revocable Trust dated the 18th day of December, 1997, the Company should be furnished the following:

See Continuation Sheet

5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. 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. Please contact your local Title office regarding the application of this new law to your transaction.
7. 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.
8. The 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) will be revised and premiums charged consistent therewith when the final amounts are approved.

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# CHICAGO TITLE INSURANCE COMPANY

## SCHEDULE B, PART I Instruments (Continued)

File No.: Pike 18322D

(1) A Certification of Trust executed by the Trustee in accordance with 760 ILCS 5/8.5, together with excerpts of the Trust Agreement and Amendments thereto relating to the designation of Trustees the Power of the Trustee to act in the current transaction, or

(2) In the alternative, the Trustee, in his or her sole discretion, may deliver to the Company a full copy of the Trust Agreement together with all amendments thereto.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.





SCHEDULE B, PART II - Exceptions

File No.: Pike 18322D

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions

- 1. Rights or claims of parties in possession not shown by the Public Records.
2. The effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment...
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.
6. We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
8. Taxes for the years 2023 and 2024, which are a lien although not yet due or payable.

Note: Property Tax Numbers are parts of 54-005-02 and 54-005-03

2022 taxes are paid as follows:

54-005-02 - \$6,307.26

54-005-03 - \$1,368.06

- 9. The tax parcel numbers are not guaranteed and the amount of taxes is provided for informational purposes only.
10. Confirmed special assessments, if any, constructive notice of which is not imparted by the records

See Continuation Sheet

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# CHICAGO TITLE INSURANCE COMPANY

## SCHEDULE B II

(Continued)

File No.: Pike 18322D

of the Recorder of Deeds.

11. Financing statements, if any.
12. 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.
13. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
14. Rights of zoning ordinances and building codes, if any.
15. Oil and Gas Lease dated June 11, 1938 and recorded June 1, 1940 in Miscellaneous Record 13, page 322, Recorder's Office of Pike County, Illinois.
16. Oil and Gas Lease dated August 12, 1982 and recorded February 14, 1983 as Document Number 83-611, Drawer 4, Card 7498, Recorder's Office of Pike County, Illinois.
17. Easement for Application of Animal Waste to E & C Pork, LLC, dated April 1, 2008 and recorded April 4, 2008 as Document Number 2008-1222, Book 772, page 78, Recorder's Office of Pike County, Illinois.
18. Easement for Application of Animal Waste to Eugene Myers dated August 7, 2009 and recorded August 7, 2009 as Document Number 2009-2658, Book 788, page 308, Recorder's Office of Pike County, Illinois.
19. Easement for Application of Animal Waste to E & C Pork, LLC, dated July 3, 2012 and recorded August 9, 2012 as Document Number 2012-2391, Book 821, page 260, Recorder's Office of Pike County, Illinois.
20. Easement for Application of Animal Waste to The Maschhoffs LLC dated December 4, 2020 and recorded March 2, 2021 as Document Number 2021-0503, Recorder's Office of Pike County, Illinois.
21. Terms, powers, provisions and limitations of the trust under which title to an undivided one-half interest is held.

**Western Illinois Title Services, LLC**  
**Privacy Statement**

Western Illinois Title Services, LLC., ("WITS") 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 explains WITS 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. WITS follows the privacy practices described in this Privacy Statement and, depending on the business performed, WITS Company 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, email 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 transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

**Disclosure of Personal Information**

We may provide your Personal Information (excluding information we receive from 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 companies, 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 connection with an insurance transaction;
- 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 authority, or a 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 joint marketing agreements and/or
- To lenders, lien holders, judgment 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.

Effective Date: 1/1/2013

**Disclosure to Affiliated Companies** – We are permitted by law to share your name, address and facts about your transaction with other WITS 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 outlined 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 regulations 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 who your Personal Information has been disclosed to, and request correction or deletion of your Personal Information. However, WITS'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  
Western Illinois Title Services, LLC  
130 South Madison Street, Suite A  
Pittsfield, Illinois 62363

**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.