

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

5271-1900929 PIT191954
NCS
Revision amend legal

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 Policy Amount and the name of the Proposed Insured.

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

Chicago Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



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CHICAGO TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company 1043 S. Fifth St. Springfield, IL 62703 Main Phone: (217)789-9863 Email: springfield.il@ctt.com	

Order Number: 5271-1900929

Property Ref.: ST CLAIR PIT191954

SCHEDULE A

1. Commitment Date: July 15, 2019
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2006
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount: \$15,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
Regions Bank, successor by merger with [Magna Bank of Cahokia](#) as to Parcels 1 through 7 and
Regions Bank, successor by merger with [Bank of Cahokia](#) as to Parcels 8 and 9
5. The Land is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 01-35.0-314-033 (Pt Pcl 7), 01-35.0-314-034 (Pt Pcl 3), 01-35.0-314-035 (Pt Pcl 3), 01-35.0-314-062 (Pcl 5, 6 and Pt. 7), 01-35.0-314-063 (Pcl 2), 01-35.0-314-002 (Pcl 9), 01-35.0-314-003 (Pcl 8), 01-35.0-314-066 (Pcl 1), 01-35.0-314-039 (Pt Pcl 4) and 01-35.0-314-038 (Pt Pcl 4)

Parcel 1:

Lots No. 4 and 5 in Block No. 2 of "Godin's subdivision of part of lot 213 surveys 62, 63 & 64 of Commonfields of Cahokia"; reference being had to the Plat thereof recorded in the recorder's Office of St. Clair County, Illinois, in [Book of Plats "W" on pages 49 and 50.](#)

Except any interest in the coal, oil, gas and other minerals 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 St. Clair County, Illinois.

Parcel 2

Lots No. 2 and 3 in Block No. 2 of "Godin's subdivision of part of lot 213 surveys 62, 63 & 64 of Commonfields of Cahokia"; reference being had to the Plat thereof recorded in the recorder's Office of St. Clair County, Illinois, in [Book of Plats "W" on pages 49 and 50.](#)

Except any interest in the coal, oil, gas and other minerals 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 St. Clair County, Illinois.

Parcel 3

Lots No. 50 and 51 in Block No. 2 of "Godin's subdivision of part of lot 213 surveys 62, 63 & 64 of Commonfields of Cahokia"; reference being had to the Plat thereof recorded in the recorder's Office of St. Clair County, Illinois, in [Book of Plats "W" on pages 49 and 50.](#)

Except any interest in the coal, oil, gas and other minerals 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 St. Clair County, Illinois.

Parcel 4

Lots No. 46 and 47 in Block No. 2 of "Godin's subdivision of part of lot 213 surveys 62, 63 & 64 of Commonfields of Cahokia"; reference being had to the Plat thereof recorded in the recorder's Office of St. Clair County, Illinois, in [Book of Plats "W" on pages 49 and 50.](#)

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Situated in St. Clair County, Illinois.

Parcel 5

Part of lots No. 1 and 53 in Block No. 2 of "Godin's subdivision of part of Lot 213, surveys 62, 63 & 64, Commonfields of Cahokia, St. Clair County, Illinois"; reference being had to the Plat thereof recorded in the recorder's Office of St. Clair County, Illinois, in [Book of Plats "W" on pages 49 and 50](#), described as follows, to-Wit:

Commencing at a point in the southeasterly line of said lot No. 53 distant 65.53 feet northeastwardly from southerly corner of Said Lot No. 53; and running thence North 47 degrees east along the southeasterly lines of said lots No. 53 and 1 a distance of 119.87 feet; thence north 43 degrees 10 minutes West 54.4 feet; thence south 47 degrees West 119.87 feet; thence south 43 degrees 10 minutes east 54.4 feet to the point of beginning.

Except any interest in the coal, oil, gas and other minerals 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 St. Clair County, Illinois.

Parcel 6

Part of lot No. 213 of the "Cahokia Common Fields"; reference being had to the Plat thereof recorded in the recorder's Office of St. Clair County, Illinois, in [Book of Plats "e" on pages 16 and 17](#), lying on the southeasterly side of what is known as the Upper Cahokia Wagon road, described as follows, to-wit:

Beginning the survey thereof at a point on the southeasterly line of what is known as the Upper Cahokia Wagon road, a distance of 85 feet from the most westerly corner of that part of Said Lot No. 213; running thence in a southeasterly direction and parallel with the northeasterly line of said lot a distance of 109 feet to a point; thence in a northeasterly direction at right angles with the southwesterly line of Said Lot, 119.87 feet to the southwesterly line of that part of Said Lot 213 formerly owned by Henry L. Godin; thence in a northwesterly direction parallel with the southwesterly line of said lot and along the southwesterly line of that part of Said Lot formerly owned by Henry L. Godin, to the southeasterly line of Said Upper Cahokia Wagon Road; thence in a southwesterly direction along the southeasterly line of said Upper Cahokia Wagon road to the place of beginning.

Excepting from said Parcels 5 and 6 that part thereof lying northeasterly of a line commencing at a point in the southeasterly line of said Lot 1 distant north 47 degrees east 6.53 feet from the most southerly corner of Said Lot 1 and running thence north 43 degrees 10 minutes west a distance of 135.85 feet to a point in the southeasterly line of Upper Cahokia road. Situated in St. Clair County, Illinois.

Except any interest in the coal, oil, gas and other minerals 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 St. Clair County, Illinois.

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EXHIBIT "A"

Legal Description

Parcel 7

Lot No. 52 in Block No. 2 of "Godin's subdivision of part of lot 213, surveys 62, 63 & 64, Commonfields of Cahokia, St. Clair County, Illinois"; reference being had to the plat thereof recorded in the recorder's Office of St. Clair County, Illinois, in [Book of Plats "W" on pages 49 and 50](#), and that part of Lot No. 53 in block No. 2 of Godin's subdivision of the Commonfields of Cahokia, described as follows:

Commencing at the most southerly corner of Said Lot No. 53, and running thence in a northeasterly direction along the southeastern line of Said Lot No. 53, a distance of 65.53 feet to a point, thence in a northwesterly direction and parallel with the southwesterly line of Said Lot No. 53 to a point on the southerly line of the Upper Cahokia road, thence in a most westerly direction along the southerly line of said Upper Cahokia road a distance of 69.54 feet to the most westerly corner of Said Lot No. 53, thence in a southeasterly direction along the southwesterly line of Said Lot No. 53 a distance of 177 feet to the point of beginning; according the Plat of Said Godin's subdivision of record in the recorder's Office of St. Clair County, Illinois, in Book of Plats "W" on pages 49 and 50. Except that part lying within "Upper Cahokia Road" (County Highway 36) and "Jerome Lane" (County Highway 62) as shown on Plat thereof recorded in the recorder's Office of St. Clair County, Illinois, in Book of Plats "64" on page 171.

Except any interest in the coal, oil, gas and other minerals 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 St. Clair County, Illinois.

Parcel 8

Part of lots No. 1 and 53 in Block No. 2 of "Godin's subdivision of part of Lot 213, surveys 62, 63 & 64, Commonfields of Cahokia, St. Clair County, Illinois"; reference being had to the Plat thereof recorded in the recorder's Office of St. Clair County, Illinois, in [Book of Plats "W" on pages 49 and 50](#), described as follows, to-wit:

Commencing at a point in the southeasterly line of said lot No. 53 distant 65.53 feet northeastwardly from southerly corner of Said Lot No. 53; and running thence North 47 degrees east along the southeasterly lines of said lots No. 53 and 1 a distance of 119.87 feet; thence north 43 degrees 10 minutes West 54.4 feet; thence south 47 degrees West 119.87 feet; thence south 43 degrees 10 minutes east 54.4 feet to the point of beginning.

Except any interest in the coal, oil, gas and other minerals 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 St. Clair County, Illinois.

Parcel 9

Part of lot No. 213 of the "Cahokia Common Fields"; reference being had to the Plat thereof recorded in the recorder's Office of St. Clair County, Illinois, in [Book of Plats "e" on pages 16 and 17](#), lying on the southeasterly side of what is known as the Upper Cahokia Wagon road, described as follows, to-wit:

Beginning the survey thereof at a point on the southeasterly line of what is known as the Upper Cahokia Wagon road, a

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EXHIBIT "A"

Legal Description

distance of 85 feet from the most westerly corner of that part of Said Lot No. 213; running thence in a southeasterly direction and parallel with the northeasterly line of said lot a distance of 109 feet to a point; thence in a northeasterly direction at right angles with the southwesterly line of Said Lot, 119.87 feet to the southwesterly line of that part of Said Lot 213 formerly owned by Henry L. Godin; thence in a northwesterly direction parallel with the southwesterly line of said lot and along the southwesterly line of that part of Said Lot formerly owned by Henry L. Godin, to the southeasterly line of Said Upper Cahokia Wagon Road; thence in a southwesterly direction along the southeasterly line of said Upper Cahokia Wagon road to the place of beginning.

Except any interest in the coal, oil, gas and other minerals 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 St. Clair County, Illinois

Excepting from said Parcels 8 and 9 that Part of Lot No. 213 of the Commonfields of Cahokia, and that part of Lot No. 53 in Block No. 2 of Godin's Subdivision described as follows

Commencing at the bolt which marks the most Southerly corner of said Lot No. 53 in said Block No. 2 of Godin's Subdivision, thence North 47 degrees East along the Southeasterly line of said Lot No. 53, 65.53 feet to a pipe at the point of beginning of the tract of land herein described, thence North 47 degrees East 58 feet to a bolt, thence North 43 degrees 10 minutes West 140.8 feet to a bolt in a Southeasterly line of the Upper Cahokia Road, thence South 63 degrees 53 minutes West along the Southeasterly line of said Upper Cahokia Road 62.1 feet to a bolt, thence South 43 degrees 10 minutes East 162.9 feet to the pipe at the point of beginning.

Excepting Further from said Parcels 8 and 9 that part thereof described as follows, to-wit:

That part of Lots 1 and 53 in Block 2 of "Godin's Subdivision" and that part of Lot 213 of the Commonfields of Cahokia; being more particularly described as follows:

Beginning at the point that marks the most Southerly corner of said lot 1; thence South 47 degrees West along the Southeasterly line of said Lot 53, a distance of 6.47 feet to an iron rod; thence North 43 degrees 10 minutes West, a distance of 140.8 feet to an iron rod set in the Southeasterly line of upper Cahokia Road, as shown on said plat; thence in a Northeasterly direction along the Southeasterly line of Upper Cahokia Road, a distance of 13.88 feet to a point, thence South 43 degrees 10 minutes East, a distance of 135.85 feet to a point in the Southeasterly line of said Lot 1; thence South 47 degrees West along the Southeasterly line of said Lot 1, a distance of 6.53 feet to the point of beginning.

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CHICAGO TITLE INSURANCE COMPANY

Name and Address of Title Insurance Company: Chicago Title Company
1043 S. Fifth St.
Springfield, IL 62703

**SCHEDULE B, PART I
REQUIREMENTS**

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.
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. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago 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.**

END OF SCHEDULE B, PART I

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CHICAGO TITLE INSURANCE COMPANY

Name and Address of Title Insurance Company: Chicago Title Company
1043 S. Fifth St.
Springfield, IL 62703

**SCHEDULE B, PART II
EXCEPTIONS**

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 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.**
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, attaches, 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 2019 are not yet due or payable.

Permanent Tax No.: 01-35.0-314-066 (Pcl 1)

Note: Taxes for the year 2018 amounting to \$320.74 are paid of record.

Permanent Tax No.: 01-35.0-314-063 (Pcl 2)

Note: Taxes for the year 2018 amounting to \$734.18 are paid of record.

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

Permanent Tax No.: 01-35.0-314-035 (Pt Pcl 3)

Note: Taxes for the year 2018 amounting to \$417.34 are paid of record.

Permanent Tax No.: 01-35.0-314-034 (Pt Pcl 3)

Note: Taxes for the year 2018 amounting to \$416.90 are paid of record.

Permanent Tax No.: 01-35.0-314-039 (Pt Pcl 4)

Note: Taxes for the year 2018 amounting to \$152.48 are paid of record.

Permanent Tax No.: 01-35.0-314-038 (Pt Pcl 4)

Note: Taxes for the year 2018 amounting to \$152.24 are paid of record.

Permanent Tax No.: 01-35.0-314-062 (Pcl 5, 6 and Pt. 7)

Note: Taxes for the year 2018 amounting to \$15,788.98 are paid of record.

Permanent Tax No.: 01-35.0-314-033 (Pt Pcl 7)

Note: Taxes for the year 2018 amounting to \$416.66 are paid of record.

Permanent Tax No.: 01-35.0-314-003 (Pcl 8)

Note: Taxes for the year 2018 amounting to \$191.86 are paid of record.

Permanent Tax No.: 01-35.0-314-002 (Pcl 9)

Note: Taxes for the year 2018 amounting to \$369.96 are paid of record.

9. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
10. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Regions Bank

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

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

11. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Illinois Power Company
Purpose: pipeline
Recording Date: September 23, 1959
Recording No: [A3812](#)
Affects: 20 foot strip

12. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Union Electric Company
Purpose: electric or telephone lines
Recording Date: April 17, 1963
Recording No: [A150582](#)

13. Building Lines as set by Supervisors Resolution adopted June 6, 1966 and recorded June 7, 1966 in Book 2017 on page 13 as Document No [A237034](#).

14. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Union Electric Company
Purpose: electric and communication lines
Recording Date: February 27, 1967
Recording No: [A254525](#)

15. Dedication of Right of Way for Public Road Purposes recorded April 19, 1968 as Document No. [A283802](#). (For further particulars, see record.)

16. Dedication of Right of Way for Public Road Purposes recorded April 19, 1968 as Document No. [A283803](#). (For further particulars, see record.)

17. Dedication of Right of Way for Public Road Purposes recorded April 19, 1968 as Document No. [A283804](#). (For further particulars, see record.)

18. Dedication of Right of Way for Public Road Purposes recorded April 19, 1968 as Document No. [A283812](#). (For

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

further particulars, see record.)

19. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Union Electric Company
Purpose: electric and communication lines
Recording Date: July 29, 1976
Recording No: [A528713](#)

20. Note for Information: Attention is directed to ordinances and regulations regarding connections, charges and liens for the use of any public sewerage, water or other utility systems serving the land referred to herein. We call your attention to the fact that all sewer and utility bills should be obtained from the offices supplying the service. We indicate only recorded liens.

21. Note for Information: The recording of any deed hereunder is contingent upon approval by Department of Mapping and Platting of St. Clair County as to compliance with the Plat Act, Chapter 109 Illinois Revised Statutes, and County Board Resolution No. 62, as amended.

22. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes.

23. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.

24. Note for information (Endorsement Requests):

All endorsement requests should be made prior to closing to allow ample time for the company to examine required documentation.

(This note will be waived for policy).

25. 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.

END OF SCHEDULE B, PART II

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

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 shall not be 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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

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(continued)

- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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.

7. IF THIS COMMITMENT HAS BEEN 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 the purpose of providing closing or settlement services.

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. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option 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>.

END OF CONDITIONS

1031 EXCHANGE SERVICES

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

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Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Revised May 1, 2018**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer