

Thank you for choosing Kenzley Title Group, Inc. for your Real Estate Title Insurance and related services. We understand you have a choice and we are committed to providing World Class Service and support. Should you have any questions related to your Title Insurance Commitment, please contact the office below. For your added convenience we have included the E-mail address of the person who examined our order. You may E-mail them directly for prompt service.

Kenzley Title Group, Inc.
308 N. Cherry Street
Morrison, IL 61270
PHONE: (815)772-7393 FAX: (815)772-7953
E-MAIL:

CLOSING INFORMATION

In order to properly facilitate your closing:

- * Please contact the office of your choice to schedule a closing appointment. All appointments must be confirmed with the lender.
- * Please furnish closing figures at least 48 hours prior to the closing. If electronic documents will be utilized, please inform the closing office. This will ensure that we can receive the package.
- * Please make sure your payoff letters are current through the date of disbursement.
- * Please bring the buyer's funds in the form of either a certified or cashier's check payable to Kenzley Title Group. All funds greater than \$50,000.00 must be in the form of a wire transfer.
- * Please provide proper identification (i.e. picture I.D. with signature or Driver's License) which is required before we can notarize documents at the closing.
- * If married or registered in a Civil Union (Buyer or Seller) both parties may be required to sign documents. Check with Closer if you have any questions.

By following these guidelines, Kenzley Title Group, Inc. can minimize any difficulties that might otherwise delay your closing.

The following parties were furnished copies of this document:

Monte Van Kooten
Sterling Land Company

Attorney William Shirk
Law Office of William R. Shirk, P.C.

Below is a list of our office locations and contact information. If you require directions to our offices, please call your closing office.

Oregon Office - 119 S. 4th Street, Oregon, IL 61061 - Phone: (815) 732-2445 Fax: (815) 732-3742
Dixon Office - 224 W. River Road, Dixon, IL 61021 - Phone: (815) 288-3333 Fax: (815) 288-3334
Byron Office - 117 S. Lafayette Street, Byron, IL 61010 - Phone: (815) 234-4440 Fax: (815) 234-4454
Mt. Carroll Office - 301 N. Clay Street, Mt. Carroll, IL 61053 - Phone: (815) 244-9414 Fax: (815) 244-9365
Morrison Office - 308 North Chery Street, Morrison, IL 61053 - Phone: (815) 772-7393 Fax: (815) 772-7953
Sterling Office - 205 3rd Avenue, Sterling, IL 61081 - Phone: (815) 626-3775 Fax: (815) 626-3808

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
Kenzley Title Group, Inc.****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, Kenzley Title Group, Inc., (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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Co. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and 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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- (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 as 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;
 - (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.

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- (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.
- (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 \$2,000,000 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>.

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Kenzley Title Group, Inc.
agent for
Chicago Title Insurance Co

Transaction Identification Data for reference only:

Issuing Agent: Kenzley Title Group, Inc.
Issuing Office: 308 N. Cherry Street, Morrison, IL 61270
ALTA® Universal ID:
Loan ID Number:
Commitment Number: KW247409COM
Issuing Office File Number: KW247409COM
Property Address: 31382 Holly Road, Sterling, IL 61081
Revision Number:

SCHEDULE A

- 1. Commitment Date: November 17, 2022 at 04:30 PM
- 2. Policy to be issued:
 - (a) **Owner's Policy: ALTA - 2006 (6/17/06)**
 Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at item 4 below.
 Proposed Policy Amount: \$ 10,000.00
- 3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
- 4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
Peter J. Harkness
- 6. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

Kenzley Title Group, Inc.

By: 

Authorized Signatory

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Kenzley Title Group, Inc.
agent for
Chicago Title Insurance Co
SCHEDULE B, PART I
Requirements

Commitment No. KW247409COM

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. The present Marital Status (including a co-party to a Civil Union pursuant to the Illinois Religious Freedom Protection and Civil Union Act or any substantially similar legal relationship recognized by another state) of all persons shown on Schedule A herein must be disclosed in any subsequent deed of conveyance and/or any Mortgage we are asked to insure, and their spouses (including a co-party to a Civil Union or substantially similar legal relationship recognized by another state), if any, must join in the execution of said Instruments in order to release any homestead estate.
 - B. Warranty Deed from Peter J. Harkness conveying fee simple title to PTBN.
 - C. Payment and PARTIAL Release of Mortgage from Peter J. Harkness to The First National Bank in Amboy dated December 10, 2013 and recorded December 12, 2013 as Document No. 2013-08536 to secure \$950,000.00.
 - D. Kenzley Title Group, Inc. should be provided a statement from the seller(s) relative to the above mortgage disclosing whether the seller(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or postponed payments or other restructuring of the debt secured by the mortgage.

Notes for Information

1. The coverage afforded by this Commitment and any policy issued pursuant hereto shall not commence prior to the date on which all charges properly billed by the Company have been fully paid.
2. Extended coverage will be provided at no additional charge on all residential owners' policies if the Company is furnished a properly executed ALTA statement and current ALTA/ACSM or Illinois Land Title Survey certified to the Company. Matters disclosed by the above documentation will be shown

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Commitment No. KW247409COM

SCHEDULE B
(Continued)

Commitment No. KW247409COM

specifically.

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Commitment No. KW247409COM

SCHEDULE B
(Continued)

Commitment No. KW247409COM

If the property to be insured is unimproved, or is improved with a structure other than one containing no more than four residential units, extended coverage over the six general exceptions must be requested and an additional charge will be made for such coverage. The Company should be furnished a properly executed ALTA statement and a current ALTA/ACSM or Illinois Land Title Survey certified to the Company. Matters disclosed by the above documentation will be shown specifically.

3. Mortgage policies insuring a first lien position on one to four family properties will contain our Environmental Protection Lien, ALTA endorsement - Form 8.1.
4. 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.

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:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the Public Records.
3. 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.
4. Easements, or claims of easements, not shown by the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. 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.

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Commitment No. KW247409COM

SCHEDULE B
(Continued)

Commitment No. KW247409COM

7. Taxes for the year 2022 and subsequent years.

P.I.N. Number: 11-01-300-002

(2021 \$5,160.68) PAID

Note - The following is for informational purposes only:

Exemption: NONE

Lot Dimensions: 79.0100 acres

Township: Sterling

Rate: 8.1000

2022 SEV: \$67,388.00

8. Right of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
9. Title to, and easements in, any portion of the land lying within any highways, roads, streets, alleys or other ways.
10. This land falls within the WhitesideCounty Soil Conservation District and is subject to the Rules and Regulations thereof
11. Unrecorded leases, if any, and all rights thereunder of the lessees and of any person claiming by, through or under the lessees.
12. Commonwealth Edison Company easement set forth in the instrument recorded June 10, 1975 as Document No. 2767-75.
13. Rights of the Public in and to those parts of Holly Road and Polo Road along the premises in question.

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AMERICAN
LAND TITLE
ASSOCIATION



Commitment No. KW247409COM

EXHIBIT A

The South Half (S 1/2) of the Southwest Quarter (SW 1/4) of Section 1, Township 21 North, Range 7 East of the Fourth Principal Meridian, Whiteside County, Illinois, EXCEPTING THEREFROM part of the Southwest Quarter (SW 1/4) of Section 1 described as follows, to wit: Commencing at the Southeast corner of said Southwest Quarter (SW 1/4) of said Section 1, and running thence North along the East line of said Southwest Quarter (SW 1/4) a distance of 240 feet; thence West parallel with the South line of said Southwest Quarter (SW 1/4), a distance of 181.5 feet; thence South parallel with the East line of said Southwest Quarter (SW 1/4) a distance of 240 feet; thence East along the South line of said Southwest Quarter (SW 1/4) a distance of 181.5 feet to the Place of Beginning; all situated in the Township of Sterling, County of Whiteside, State of Illinois.

Fidelity National Financial, Inc.
Privacy Statement

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

Personal Information Collected

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

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, 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 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 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, judgement creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

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

Disclosure to Affiliated Companies

We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer 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 whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information.

However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

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

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

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

Changes to this Privacy Statement

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



Kenzley Title Group, Inc.

INVOICE

Remit Payment To:

Kenzley Title Group, Inc.
308 N. Cherry Street
Morrison, IL 61270

Billed To:
Sterling Land Company
Attn: Monte Van Kooten
306 West 14th
Sterling, IL 61081

Invoice Date: November 14, 2022
Please Pay Before: November 14, 2022
Our File Number: KW247409COM

Property:
31382 Holly Road
Sterling, IL 61081
Whiteside County

Brief Legal: S 1/2 SW (EX S 240' OF E 181
1/2') SEC 1 TWP 21 RNG 7
11-01-300-002

Borrower(s):
PTBN

Seller(s):
Peter J. Harkness

Description	Seller's Charges	Borrower's Charges
Policy premium for Owner's	120.00	
Search Fee	200.00	
IL DFI Policy Fee	3.00	
Closing Protection Letter Seller	50.00	
Seller Closing Fee	100.00	
Courier\Overnight Fee	45.00	
Wire Fee	25.00	
Closing Protection Letter Buyer		25.00
Buyer Closing Fee		100.00
Wire Fee		25.00
TOTALS	\$543.00	\$150.00

Owner's Premium + Simultaneous Mortgage Premium - Full Loan Policy Premium = Owner's Rate
Amount to be quoted for Owner's Policy on Loan Estimate = \$
Amount to be quoted for Loan Policy on Loan Estimate = \$

Kenzley Title Group, Inc.

STATEMENT REQUIRED FOR THE ISSUANCE OF ALTA OWNERS AND LOAN POLICIES

Commitment No. KW247409COM

Loan No.

Date:

To the best knowledge and belief of the undersigned, the following is hereby certified with respect to the land described in the above commitment.

1. That, except as noted at the end of this paragraph, within the last six (6) months, (a) no labor, service or materials have been furnished to improve the land, or to rehabilitate, repair, refurbish, or remodel the building(s) situated on the land; (b) nor have any goods, chattels, machinery, apparatus or equipment been attached to the building(s) thereon, as fixtures; (c) nor have any contracts been let for the furnishing of labor, service, materials, machinery, apparatus or equipment which are to be completed subsequent to the date hereof; (d) nor have any notices of lien been received, except the following, if any:
2. There are no revolving credit mortgages, line of credit mortgages, home equity loan mortgages, or other voluntary liens or mortgages affecting title, other than those shown on Schedule B of the Commitment, except the following, if any:
3. That all management fees, if any, are fully paid, except the following:
4. That there are no unrecorded security agreements, leases, financing statements, chattel mortgages or conditional sales agreements in respect to any appliances, equipment or chattels that have or are to become attached to the land or any improvements thereon as fixtures, except the following if any:
5. That there are no unrecorded contracts or options to purchase the land, except the following, if any:
6. That there are no unrecorded leases, easements, or other servitudes to which the land or building, or portions thereof, are subject, except the following, if any:
7. That, in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchasers or pledgees thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.
8. The following applies if checked:
 That I/we am/are the purchaser(s) or mortgagor(s) of land improved with a residential dwelling not exceeding four units, and no current survey or mortgagee's inspection report has been furnished to or is available to me/us.

The undersigned makes the above statement for the purpose of inducing Chicago Title Insurance Co to issue its owners or loan policy pursuant to the above commitment.

Seller or Owner

Purchaser

Peter J. Harkness

PTBN

LENDER'S DISBURSEMENT STATEMENT

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment was fully disbursed to or on the order of the mortgagor on . You are hereby authorized to date down the above commitment to cover the date of said disbursement.

Dated

Signature

KENZLEY TITLE GROUP, INC.

Agent for
Chicago Title Insurance Co

**AFFIDAVIT IN LIEU OF SURVEY
FOR EXTENDED LOAN POLICY COVERAGE**

Re: Order No. KW247409COM

Date:

The undersigned ("Owner") being first duly sworn, under oath, states as follows:

That the Owner of record of the real estate described in Chicago Title Insurance Co Commitment referred to above have not made or cause to be made any structural additions or improvements to the existing improvements.

That the Owner did not receive any survey at the time we purchased the property, nor have we subsequently obtained a survey.

To the best of our knowledge, we certify that the improvements (house, garage, out-buildings, etc.) on the subject property are within the boundary lines and set back lines, if any, of said property, and that there are no encroachments (fence, walkways, driveway, eaves, drains, etc.) by improvements on adjoining property onto the subject property, and that we know of no assertion being made by any adjoining property owner nor by us against them as to the location of boundary lines or disputes as to the occupancy of any portion of our property or their property except (list any):

Owner state that to the best of our knowledge the land is not affected by or subject to:

- I. Rights of way, including those for roads, lanes, driveways or walks across said premises serving other property;
- II. Underground installations such as sewers, water pipes, gas or oil pipe lines, conduits, across said premises serving other property;
- III. Joint, driveways, or walkways; party or curtain walls; beam rights; porches, steps or roofs used in common or joint garages.

The land has access by means of a public road known as _____.

The land is improved with :

The improvements on the land have the address of _____.

together with:

- | | |
|---|--|
| <input type="checkbox"/> single story residence | <input type="checkbox"/> attached garage |
| <input type="checkbox"/> multi-story residence | <input type="checkbox"/> detached garage |
| | <input type="checkbox"/> no garage |

This affidavit is made to induce Chicago Title Insurance Co to provide title insurance coverage over questions of survey on the policy or policies issued under the title commitment mentions above. The request for this affidavit, and the providing of it by the owner, shall not be construed as expanding the coverage of the policy as issued, or committing Chicago Title Insurance Co to provide any coverage to the owner and/or lender regarding the matters addresses herein.

By: _____

By: _____

Seller Statement re: Mortgage Forbearance

The undersigned Borrower(s)/Seller(s) attest to the following:

The following represents all of the mortgages presently encumbering my Property

FIRST MORTGAGE

Lender/servicer: _____

Loan No.: _____

Have you entered into a forbearance* agreement or loan modification with this lender?

_____ Yes _____ No

SECOND MORTGAGE

Lender/servicer: _____

Loan No.: _____

Have you entered into a forbearance* agreement or loan modification with this lender?

_____ Yes _____ No

OTHER MORTGAGES

Lender/servicer: _____

Loan No.: _____

Have you entered into a forbearance* agreement or loan modification with this lender?

_____ Yes _____ No

*Forbearance: An agreement made between a mortgage lender and delinquent borrower in which the lender agrees not to foreclose on a mortgage and the borrower agrees to a mortgage re-payment plan that will bring the borrower current on their payments.

Property 31382 Holly Road, Sterling, IL 61081 _____

Peter J. Harkness

Date: _____