



*First American*

# Commitment

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-972596-MKE

## COMMITMENT FOR TITLE INSURANCE

Issued By

***FIRST AMERICAN TITLE INSURANCE COMPANY***

### 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, ***First American Title Insurance Company***, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

***First American Title Insurance Company***

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

**If this jacket was created electronically, it constitutes an original document.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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;

### 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.

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**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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# Schedule A

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-972596-MKE

**Transaction Identification Data for reference only:**

Commitment No.: NCS-972596-MKE

Issuing Office: 833 East Michigan St., Suite 550, Milwaukee, WI 53202

Property Address: 1175 North Cedar Court, Carbondale, IL  
Revision Date:

Customer Reference:

**Title Inquiries to:**

**Escrow Inquiries to:**

### SCHEDULE A

1. Commitment Date: August 01, 2019
2. Policy to be issued:
  - (a)  2006 ALTA® Owner Policy  
Proposed Insured: To Be Furnished  
Proposed Policy Amount: \$1,000.00
  - (b)  2006 ALTA® Lender Policy  
Proposed Insured:None  
Proposed Policy Amount: \$0.00
3. The estate or interest in the Title described or referred to in this Commitment and covered herein is Fee Simple and Title to the estate or interest in said Land is [at the effective date hereof vested in:](#)  
  
Egyptian 2010, LLC, an Illinois limited liability company
4. The Land referred to in this Commitment is described as follows:

LOT 2 IN CEDAR TREE NO. [1 RECORDED IN PLAT CABINET 1 SLOT 54A](#), BEING A SUBDIVISION OF LOT 3 IN THE CEDARS PROFESSIONAL CENTER, BEING A SUBDIVISION OF A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 9 SOUTH, RANGE 1 WEST OF THE 3RD PRINCIPAL MERIDIAN, JACKSON COUNTY, ILLINOIS, AS SHOWN BY THE RECORDED PLAT THEREOF IN PLAT [CABINET 1 ON PAGE 43-A](#) IN THE RECORDERS OFFICE OF JACKSON COUNTY, ILLINOIS.

AND

4 FEET PARALLEL IN WIDTH OFF THE SOUTH SIDE OF THE EAST 115.91 FEET OF LOT 1 IN CEDAR TREE NO. [1 RECORDED IN PLAT CABINET 1 SLOT 54A](#), BEING A SUBDIVISION OF LOT 3 IN THE CEDARS PROFESSIONAL CENTER, BEING A SUBDIVISION OF A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 9 SOUTH, RANGE 1 WEST OF THE 3RD PRINCIPAL MERIDIAN, JACKSON COUNTY, ILLINOIS, AS SHOWN BY THE RECORDED PLAT THEREOF IN PLAT [CABINET 1 ON PAGE 43-A](#), ALL IN JACKSON COUNTY, ILLINOIS.

**THIS COMMITMENT IS VALID ONLY IF SCHEDULE B IS ATTACHED.**

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# Schedule BI & BII

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-972596-MKE

### 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. The Land is located within Cook, DuPage, Grundy, Jackson, Kane, Kankakee, Lake, La Salle, Logan, McDonough, McLean, Madison, Marion, Ogle, Peoria, Rock Island, Sangamon, Tazewell, Whiteside, Winnebago or Woodford counties which use the MyDec system for the completion of the state and county transfer tax forms. As of January 1, 2016, The City of Chicago Transfer Tax declaration must be completed in the MyDec system. The form and instructions can be found at [https://mytax.illinois.gov/MyDec/\\_/](https://mytax.illinois.gov/MyDec/_/).

Note: If the county is listed in MyDec, but the municipality is not, you may prepare your State and County Declaration with this site. However, you must contact the municipality for their current procedures and requirements.

6. Release of Mortgage dated July 17, 2015 and recorded July 29, 2015 as Document No. [2015R004614](#), made by Egyptian 2010 LLC, to Banterra Bank, to secure an indebtedness in the amount not to exceed of \$322,000.00, and the terms and conditions thereof.
7. We should be furnished either (a) an affidavit from the owner indicating that there is no property manager employed; or (b) a final lien waiver from the property manager acting on behalf of the owner.
8. Relative to the deletion of Standard Exceptions 1 through 5, we should be furnished the following:
  - 1) A sworn statement disclosing all parties in possession of the land, including parties in possession under unrecorded leases and the terms and provisions thereof; options; and unrecorded contracts to purchase the land.
  - 2) A current survey of the land, properly certified to the Company, made in accordance with (i) the

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accuracy requirements of a survey pursuant to the 'Minimum Standard Detail Requirements for Land Title Surveys' Jointly Established and Adopted by the American Land Title Association and American Congress on Survey and Mapping; and (ii) the Laws of the State of Illinois.

3) An ALTA Extended Coverage Policy Statement. If new construction has taken place within the last six months, the following should be produced: Satisfactory evidence of the payment in full of the cost of furnishing services, labor and materials in connection with any improvements made on the land within six months of the date of this commitment. This evidence should consist of sworn contractors' and subcontractors' affidavits, together with all necessary waivers of lien.

9. This Company must be provided with the following for Egyptian 2010, LLC , for review, prior to closing:
  1. Articles of Organization and all amendments thereto.
  2. Operating Agreement authorizing the sale or encumbrance of the property described under Schedule A hereof and setting forth the Entity authorized to act on behalf of said limited liability company in this transaction.
  3. Current Certificate of Good Standing for said limited liability company from the jurisdiction in which the limited liability company is chartered and evidence of authority to conduct business in the State of Illinois, if applicable.
  4. Receipt of an Affidavit signed by all members of the limited liability company certifying that:
    - i. They are the only members at the date of execution and delivery of the instrument(s) required herein;
    - ii. That said company has not been dissolved by a voluntary act;
    - iii. That said execution and delivery of the instruments required in the transaction to be insured are in accordance with all operative terms of the Operation Agreement of said company.
10. Note: If any contemplated deed of conveyance of the land is exempt from the operation of the provisions of paragraph 1(a) of 765 ILCS 205/1, the plat act, such deed should be accompanied by a proper affidavit establishing to the satisfaction of the recorder of deeds of Jackson County, Illinois, that the conveyance is so exempt. If said conveyance is not so exempt, compliance should be had with the provisions of said paragraph 1(a).
11. Submit proof satisfactory to the Company of completion of improvements, including tenant improvements, and satisfactory evidence that all contracts for labor, materials and services have been paid in full.

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## Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

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**First American Title Insurance Company**

File No: NCS-972596-MKE

### 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:

#### Part One:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements, not shown by Public Records.
3. Any encroachments, encumbrance, violation, variation or adverse circumstance affecting Title that would be disclosed by an accurate and complete survey of the Land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/NSPS land title survey standards for commercial/industrial property.
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, if any, not shown as existing liens by the Public Records.
6. 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.

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## Schedule BII (Cont.)

### ALTA Commitment for Title Insurance

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**First American Title Insurance Company**

File No: NCS-972596-MKE

#### SCHEDULE B, PART II (Continued)

#### Exceptions (Continued)

##### Part Two:

1. General real estate taxes for the year(s) 2018, 2019 and subsequent years.

The first installment of the 2018 taxes in the amount of \$5,599.84 is due August 26, 2019.

The final installment of the 2018 taxes in the amount of \$5,599.84 is due September 26, 2019.

The 2019 taxes are not yet ascertainable or payable.

Permanent Index Number: 15-18-252-018

If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.

2. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Cedar Tree No. 1, as recorded in Plat Cabinet [1 Slot 54A](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
3. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of The Cedars Professional Center, as recorded in Plat Cabinet [1 Slot 43A](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
4. Utility Easement on the East 10 feet of Lots 1 and 2 reserved in deeds recorded in [Book 649 Page 212](#) as Document 144320 and [Book 689 Page 516](#) as Document 161440.
5. Unrecorded Easement for ingress and egress over the land as disclosed by deed recorded June 10, 2003 in [Book 2003 Page 29564](#) as Document 321751.
6. Minerals or mineral rights or any other subsurface substances (including, without limitations, oil, gas and coal) and all rights incidents thereto, now or previously leased, granted, excepted or reserved.

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7. Existing unrecorded leases, if any, and rights of all parties claiming thereunder.

End of Schedule B

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