

*Bray Title Services  
1000 West Jefferson Ave.  
Effingham, IL 62401  
Authorized Agent of Chicago Title Insurance Company*


Commitment No. **525380**

**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE A**

1. Commitment Date: September 22, 2017,
2. The policy or policies to be issued are: POLICY AMOUNT
  - (a) ALTA OWNER POLICY (06-17-06) \$0.00  
Proposed Insured: To Be Determined
  - (b) ALTA MORTGAGEE POLICY (06-17-06)  
Proposed Insured:
3. The estate or interest in the land described or referred to in the Commitment and covered herein is located in the State of Illinois.
4. Title to the Fee Simple estate or interest in said land is at the effective date hereof vested in  
Carol Jean Vahling, formerly known as Carol Jean Hartke, surviving joint tenant of Herman A. Hartke, deceased
5. The land referred to in this commitment is described as follows:  
  
SEE ATTACHED EXHIBIT "A"

Countersigned  
Bray Title Services

By\_  \_\_\_\_\_  
Authorized Signatory

## Schedule A

### Exhibit "A"

The East Half of the Southeast Quarter and also the East Half of the Northwest Quarter of the Southeast Quarter and also the Southwest Quarter of the Northwest Quarter of the Southeast Quarter in Section 28, Township 7 North, Range 7 East of the Third Principal Meridian, EXCEPTING THEREFROM: A part of the Southeast Quarter of Section 28, Township 7 North, Range 7 East of the Third Principal Meridian, more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of said Section 28; thence North along the West line of said Section, a distance of 1,643.3 feet to the Point of Beginning, thence continuing North along the the West line of said Section, a distance of 282 feet, thence East parallel with the South line of said Section, a distance of 647 feet, thence South parallel with the West line of said Section, a distance of 282 feet, thence West parallel with the South line of said Section to the Point of Beginning;

all situated in the County of Effingham and State of Illinois.

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SCHEDULE B

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed to the satisfaction of the Company:

STANDARD EXCEPTIONS

1. Right or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the 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/ACSM land title survey standards for commercial/industrial property.
4. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by and law not shown by the public records.
5. Taxes, or special assessments, if any, not shown as existing liens by the public records.
6. Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.

Note for informational purposes:

The Final 2006 ALTA Policy issued will contain an arbitration provision. When the Amount of Insurance is \$2,000,000 or less, all arbitral matters in dispute shall be arbitrated at the option of either the Company or the Insured and will be the exclusive remedy available to the Parties. You may review a copy of the arbitration rules at <http://www.alta.org>.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

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SCHEDULE B

EXCEPTIONS

SPECIAL EXCEPTIONS

1. Taxes for the years 2017 which are a lien but not yet due or payable. Taxes for the year 2016 assessed in the total amount of \$545.62 appear unpaid. The first installment in the amount of \$272.81 plus interest was due on August 11, 2017; the second installment in the amount of \$272.81 is due on October 13, 2017. NOTE: Property Tax Number: 02-14-028-037.
2. Rights of way for drainage ditches, drain tiles, feeders, laterals, and underground pipes, if any.
3. Rights of the public, the State of Illinois, the county, the township and the municipality in and to that part of the premises in question taken, used or dedicated for roads or highways.
4. Rights of the farm tenant. if any.
5. Right of Way dated November 27, 1942, recorded January 14, 1943, in Book 212 page 433, as Document No. 25202, made by Allie Hartke and Clara Hartke, wife, to The Illinois Pipe Line Company. (Premises in question and other land)
6. Right of Way Easement dated November 15, 2001, recorded November 26, 2001, in Book 1690 page 175, made by Carol Jean Hartke, to E J Water Corporation. (Premises in question and other land)
7. Oil and Gas Lease dated August 29, 2012, recorded December 3, 2012, in Book 2901 page 91, made by Carol J. Vahling, wife of Louis F. Vahling, dealing in her sole and separate property, to Peak Resource Management, Inc., for a term of 3 years, with a production clause; and all rights thereunder of, and all acts done or suffered thereunder by, the said lessees or by any party claiming by, through, or under said lessee. NOTE: Title to this interest is not shown further.
8. Homestead Interest, if any, of the spouse or partner in a civil union, if any, of Carol Jean Vahling.
9. The names of the proposed insured under the Owner's Policy should be furnished when available in order for this Commitment to become effective.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.