



**FARMLAND  
AUCTION**

HENRY COUNTY, ILLINOIS

**80± ACRES**

**INFORMATION BOOKLET**

**WED, OCTOBER 30TH AT 10AM CDT**  
**VIRTUAL LIVE AUCTION - ONLINE ONLY**

 **Murray Wise**  
ASSOCIATES LLC

[MurrayWiseAssociates.com](http://MurrayWiseAssociates.com)  
800-607-6888 | [liz@mwallc.com](mailto:liz@mwallc.com)

## 2 | TABLE OF CONTENTS

<b>BROCHURE</b>	<b>3-4</b>
<b>AERIAL &amp; SOIL MAP</b>	<b>5-6</b>
<b>TAX INFORMATION</b>	<b>7-9</b>
<b>FSA INFORMATION</b>	<b>10-12</b>
<b>TILE MAP</b>	<b>13</b>
<b>SURVEY</b>	<b>14</b>
<b>PRELIMINARY TITLE COMMITMENT</b>	<b>15-23</b>

*Call (800) 607-6888 or email [Liz@mwallc.com](mailto:Liz@mwallc.com)  
with any questions.*

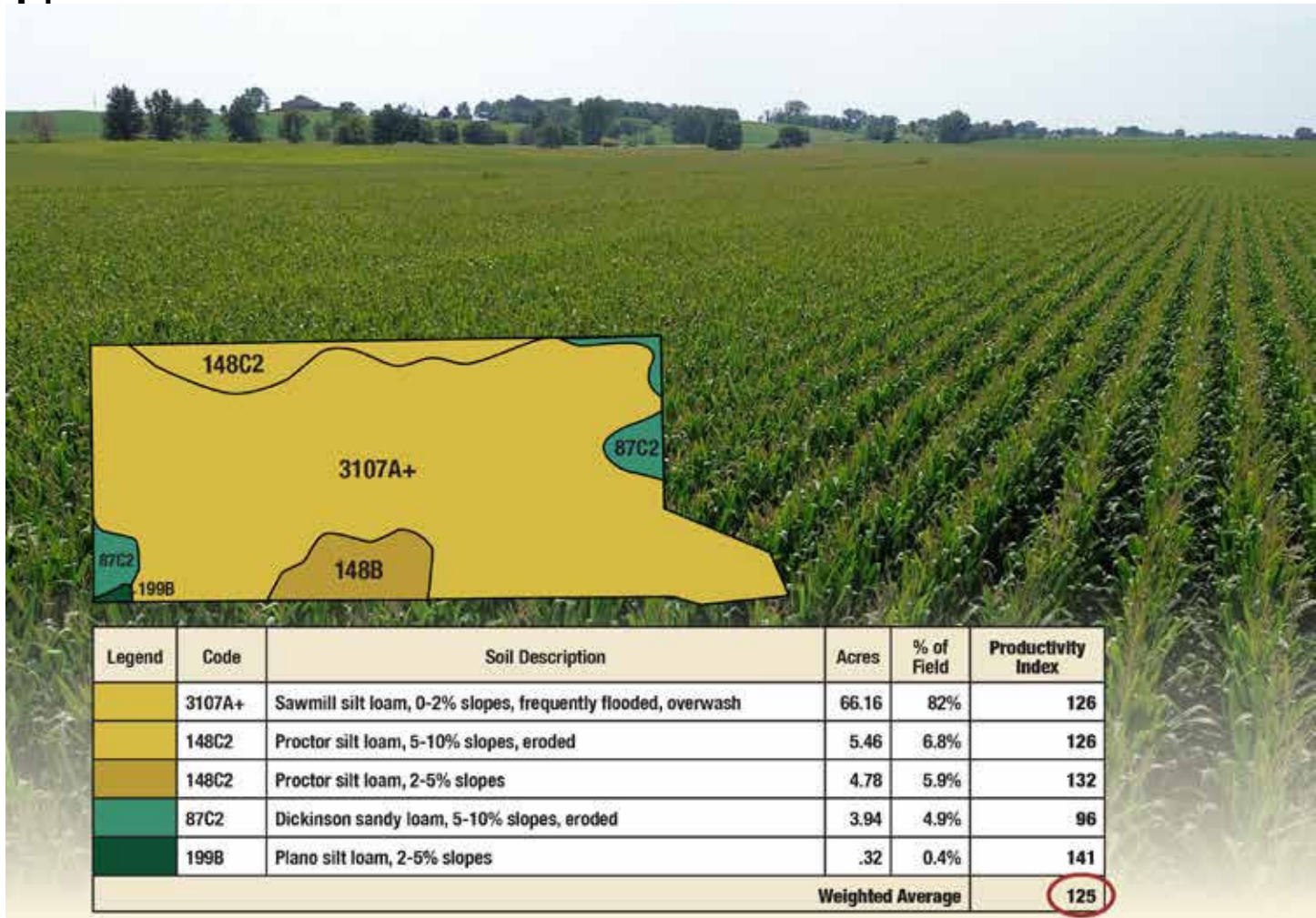


**80± ACRES OF PRIME HENRY COUNTY FARMLAND**



**THIS PROPERTY IS LOCATED:**

- In close proximity to Interstate 80 and Interstate 74
- 1 mile west of Atkinson, Illinois on US Route 6
- In Section 33 of Atkinson Township, Henry County, IL



**AUCTION TERMS & CONDITIONS**

**PROCEDURE:** The Property will be offered in a virtual online auction format as a single tract. The high bidder at the conclusion of the round of bidding will purchase the tract for their high bid. Bidding and livestream viewing will be available at [www.MurrayWiseAssociates.com](http://www.MurrayWiseAssociates.com). Bidding will be on a dollars per acre basis. The final price per acre will be high bid multiplied by surveyed acreage.

**REGISTRATION:** All bidders are required to register at [www.MurrayWiseAssociates.com](http://www.MurrayWiseAssociates.com) on or before Noon CDT on Tuesday, October 29, 2024. Once the online registration form is filled out it will be automatically sent to Murray Wise Associates LLC for approval to allow bidding. Auction company may request a letter of recommendation from prospective bidder's financial institution stating funds are available for the 10% deposit and that bidder has the financial capacity for final purchase.

**ACCEPTANCE OF BID PRICES:** Seller reserves the right to accept or reject any and all bids. The successful high bidder will enter into a purchase agreement in DocuSign immediately.

**DOWN PAYMENT:** A 10% non-refundable down payment of the total contract purchase price will be due within 24 hours of the close of the auction from the winning bidder. The down payment shall be made via a wire transfer as a non-refundable deposit. The balance of the contract purchase price is due in cash at closing. **YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING**

**CLOSING:** The closing shall take place on or before December 3, 2024.

**POSSESSION:** Possession will be given at closing subject to the existing farm lease expiring February 28th 2025.

**TITLE:** Seller will provide a proper deed conveying merchantable title to the real estate to the successful buyer free and clear of liens.

**INCOME:** Seller shall retain the 2024 cash rent income and be responsible for all the farm expenses. Buyer will receive all 2025 income and all 2025 farm expenses shall be the responsibility of the Buyer.

**REAL ESTATE TAXES & ASSESSMENTS:** The 2024 calendar year taxes due and payable in 2025 shall be paid by the Seller in the form of a credit at closing. The amount of the credit will be determined by using the most recent ascertainable tax figures available.

**SURVEY:** A survey was previously on the farm and shows an acreage of 80.66. This survey is available to review in the Information Book available on [www.MurrayWiseAssociates.com](http://www.MurrayWiseAssociates.com).

**MINERAL RIGHTS:** The sale shall include any and all mineral rights owned by the Seller, if any.

**ACREAGES:** All acreages are approximate and have been estimated based upon current legal descriptions, FSA records and aerial mapping software.

**EASEMENTS & LEASES:** The sale is subject to any and all easements and leases of record.

**DISCLAIMER:** All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the agreement to purchase. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either express or implied, concerning the property is made by the Seller or Murray Wise Associates LLC. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is believed to be accurate but is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by the Seller or Murray Wise Associates LLC. All sketches and dimensions in this brochure are approximate. All acreages are approximate and have been estimated based on legal descriptions or aerial photographs. Conduct at the final round of bidding and increments of bidding are at the direction and discretion of the seller's agent. The Seller and Murray Wise Associates LLC reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. Under no circumstances shall Bidder have any kind of claim against Murray Wise Associates LLC, or anyone else if the internet service fails to work correctly before or during the auction.

**AGENCY:** Murray Wise Associates LLC and its representatives are exclusive agents of the Seller.

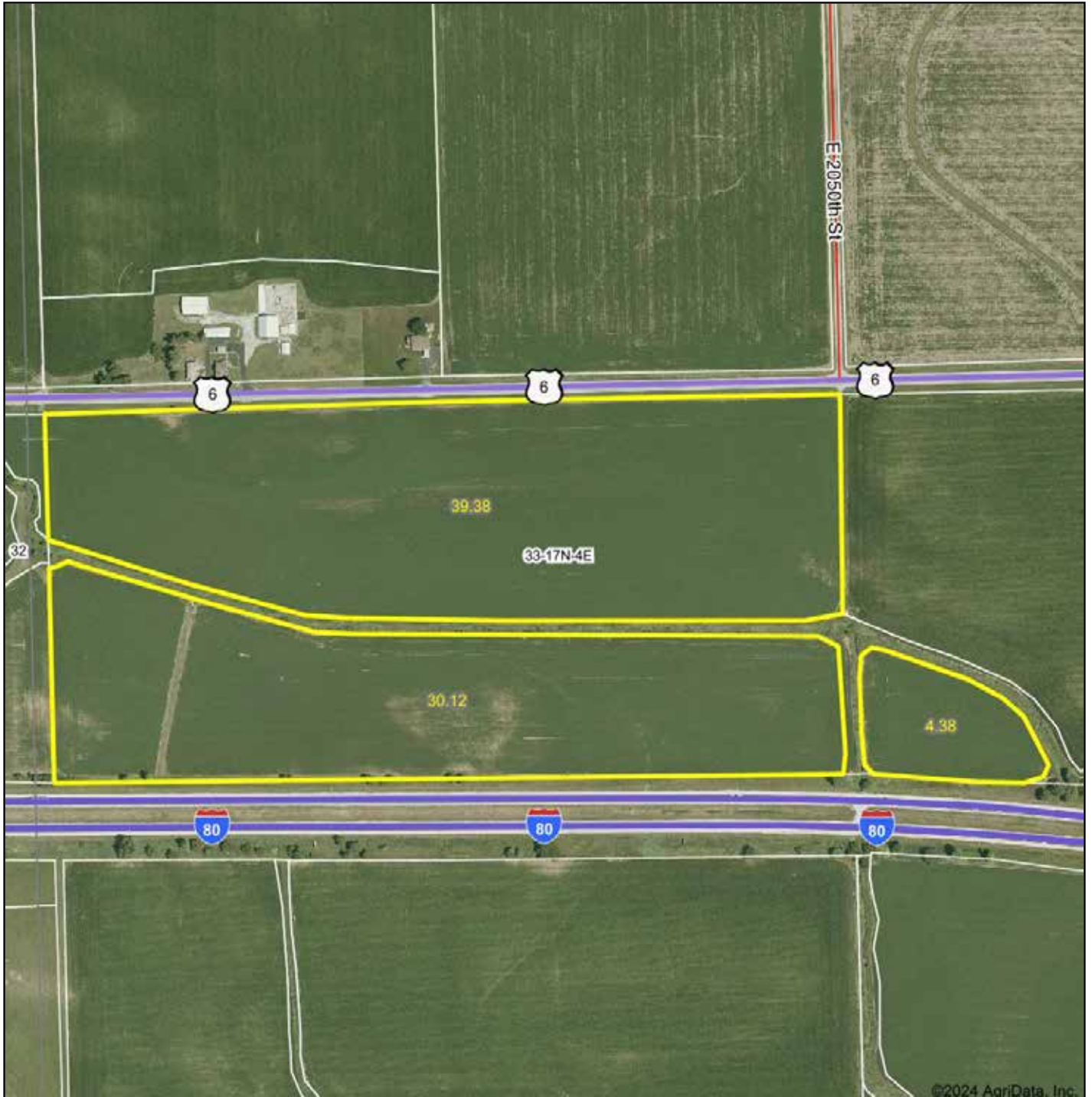
**SELLER:** Drew Murphy, Wade Murphy and Collin Murphy



**Murray Wise ASSOCIATES LLC**

[MurrayWiseAssociates.com](http://MurrayWiseAssociates.com)  
800-607-6888 | [liz@mwallc.com](mailto:liz@mwallc.com)

Aerial Map



©2024 AgriData, Inc.



Boundary Center: 41° 24' 56, -90° 2' 34.86



33-17N-4E  
Henry County  
Illinois



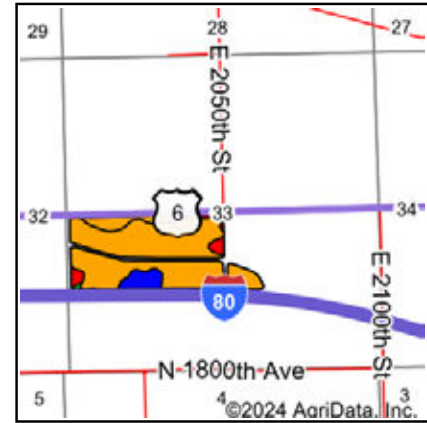
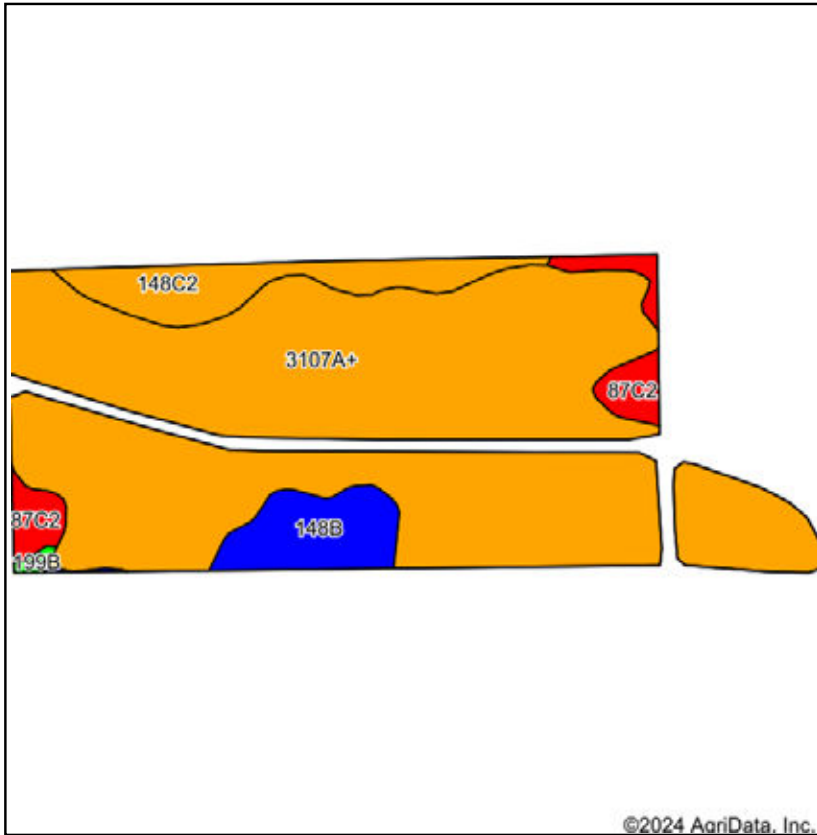
5/24/2024

Field borders provided by Farm Service Agency as of 5/21/2008.

All boundary lines and acreages are approximated

# 6 | SOIL MAP

## Soils Map



State: **Illinois**  
 County: **Henry**  
 Location: **33-17N-4E**  
 Township: **Atkinson**  
 Acres: **73.88**  
 Date: **5/24/2024**



Soils data provided by USDA and NRCS.

Area Symbol: IL073, Soil Area Version: 20

Code	Soil Description	Acres	Percent of field	Il. State Productivity Index Legend	Subsoil rooting a	Corn Bu/A	Soybeans Bu/A	Crop productivity index for optimum management	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains	*n NCCPI Soybeans
**3107A+	Sawmill silt loam, 0 to 2 percent slopes, frequently flooded, overwash	60.11	81.4%		FAV	**172	**55	**126	67	66	67	49
**148C2	Proctor silt loam, 5 to 10 percent slopes, eroded	5.70	7.7%		FAV	**172	**54	**126	82	82	65	67
**148B	Proctor silt loam, 2 to 5 percent slopes	4.53	6.1%		FAV	**181	**57	**132	88	88	70	78
**87C2	Dickinson sandy loam, 5 to 10 percent slopes, eroded	3.30	4.5%		FAV	**132	**43	**96	65	65	51	40
**199B	Plano silt loam, 2 to 5 percent slopes	0.24	0.3%		FAV	**192	**59	**141	93	93	79	81
<b>Weighted Average</b>						<b>170.8</b>	<b>54.5</b>	<b>125.1</b>	<b>*n 69.4</b>	<b>*n 68.6</b>	<b>*n 66.4</b>	<b>*n 51.9</b>

Soils data provided by USDA and NRCS. Soils data provided by University of Illinois at Champaign-Urbana.

All boundary lines and acreages are approximated

# TAX INFORMATION | 7

8/9/24, 3:10 PM

Parcel Details for 0933300007

Property Information		
<b>Parcel Number</b> 09-33-300-007	<b>Site Address</b>  <div style="text-align: center; color: red; font-weight: bold;">See note on Page 9 regarding 2024 taxable acres.</div>	<b>Owner Name &amp; Address</b>
<b>Tax Year</b> 2023 (Payable 2024) ▼		
<b>Sale Status</b> None	<b>Neighborhood Code</b>	<b>Land Use</b>
<b>Property Class</b> 0021 - Farmland	<b>Tax Code</b> 090004 -	<b>Tax Status</b> Taxable
<b>Net Taxable Value</b> 45,626	<b>Tax Rate</b> 7.424800	<b>Total Tax</b> \$3,387.64
<b>Township</b> ATKINSON	<b>Acres</b> 73.6500	<b>Mailing Address</b>
<b>Tract Number</b>	<b>Lot Size</b> 3.01A adjusted for highway	<b>TIF Base Value</b> 0
<b>Legal Description</b> SW SEC 33, N OF I-80 & PT SW SE N OF I-80 SEC 33 T17N R4E		
<b>Notes</b> A15- Split 300-001 Now 100-001 & 300-007; mapped to the center of Hwy 6 took 3.01A out.		

Assessments						
Level	Homesite	Dwelling	Farm Land	Farm Building	Mineral	Total
DOR Equalized	0	0	45,626	0	0	45,626
Department of Revenue	0	0	45,626	0	0	45,626
Board of Review Equalized	0	0	45,626	0	0	45,626
Board of Review	0	0	45,626	0	0	45,626
S of A Equalized	0	0	45,626	0	0	45,626
Supervisor of Assessments	0	0	45,626	0	0	45,626
Township Assessor	0	0	45,626	0	0	45,626
Prior Year Equalized	0	0	42,588	0	0	42,588

Billing									
Installment	Date Due	Tax Billed	Penalty Billed	Cost Billed	Drainage Billed	Total Billed	Amount Paid	Date Paid	Total Unpaid
1	06/12/2024	\$1,693.82	\$0.00	\$0.00	\$0.00	\$1,693.82	\$1,693.82	6/12/2024	\$0.00
2	09/12/2024	\$1,693.82	\$0.00	\$0.00	\$0.00	\$1,693.82	\$0.00		\$1,693.82
<b>Total</b>		<b>\$3,387.64</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,387.64</b>	<b>\$1,693.82</b>		<b>\$1,693.82</b>

No Exemptions

Parcel Genealogy					
Relationship	Parcel Number	Action	Year	Change Effective Year	Completed
Parent Parcel	0933300001	Split	2015	2015	Yes

# 8 | TAX INFORMATION

8/9/24, 3:10 PM

Parcel Details for 0933300007

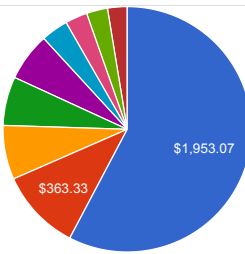
Sales History								
Year	Document #	Sale Type	Sale Date	Sold By	Sold To	Gross Price	Personal Property	Net Price
2015	20-1505818	Probate	9/29/2015			\$0.00	\$0.00	\$0.00
2015	20-1505505	Deed	9/16/2015			\$0.00	\$0.00	\$0.00
2015	20-1505501	Survey	9/16/2015			\$0.00	\$0.00	\$0.00

Payment History			
Tax Year	Total Billed	Total Paid	Amount Unpaid
2023	\$3,387.64	\$1,693.82	\$1,693.82
2022	\$3,241.38	\$3,241.38	\$0.00
2021	\$3,113.88	\$3,113.88	\$0.00

[Show 6 More](#)

No Redemptions

District	Tax Rate	Extension
GENESEO SCHOOL UNIT #228	4.280600	\$1,953.07
Henry County	0.796300	\$363.33
BLACKHAWK COLLEGE #503	0.529000	\$241.36
ATKINSON FIRE DISTRICT	0.477500	\$217.86
GENESEO PARK DISTRICT	0.469800	\$214.35
ATKINSON ROAD DISTRICT	0.263000	\$120.00
ATKINSON TOWNSHIP	0.214600	\$97.91
HAMMOND HENRY HOSPITAL	0.204300	\$93.21
ATKINSON LIBRARY	0.189700	\$86.55
<b>TOTAL</b>	<b>7.424800</b>	<b>\$3,387.64</b>



- GENESEO SCHOOL UNIT #228
- Henry County
- BLACKHAWK COLLEGE #503
- ATKINSON FIRE DISTRICT
- GENESEO PARK DI...
- ATKINSON ROAD D...
- ATKINSON TOWNS...
- HAMMOND HENRY...
- ATKINSON LIBRARY

**Disclaimer**

Although this data is regularly updated, the information may not reflect the data currently on file in the Assessment or Treasurer Offices. Contact the Assessment Office (309) 937-3570 or the Treasurer's Office (309) 937-3576 if you have questions. See the "User Guide" for instructions on how to use the site and how to interpret the data.



**Per the below e-mail, the taxable acres had been miscalculated in the past. The 2024 tax bill will be issued for 77.65 acres, per the Henry County GIS office.**

**Elizabeth Strom**

**Wednesday, September 18, 2024 at 09:18:12 Central Daylight Time**

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**Subject:** RE: GIS Acreage question

**Date:** Monday, September 9, 2024 at 2:33:30 PM Central Daylight Time

**From:** Susan Fry

**To:** Elizabeth Strom

Hi Elizabeth,

I was able to pull the original split paper work and see that the acreage was calculated incorrectly for 09-33-300-007 in 2015 when the split was done. The correct acreage after the road row is deducted should in fact be 77.65 acres. We will make a correction for the acreage to reflect 77.65 acres. The 2024 tax bill will show that as well.

I doubled checked the other parcels associated with the survey and they are all correct.

Please let me know if you have any questions.

Thank you,

**Susan Fry**

Henry County G.I.S.

ILLINOIS  
HENRY  
Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

**FARM : 8898**  
Prepared : 7/30/24 11:21 AM CST  
Crop Year : 2024

See Page 2 for non-discriminatory Statements.

## Abbreviated 156 Farm Record

**Operator Name** :  
**CRP Contract Number(s)** : None  
**Recon ID** : 17-073-2016-143  
**Transferred From** : None  
**ARCPLC G/M/F Eligibility** : Eligible

### Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
78.12	74.09	74.09	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD	
0.00	0.00	74.09	0.00		0.00	0.00	0.00	0.00	

### Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	CORN, SOYBN	None

### DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	36.32	0.00	186	0
Soybeans	36.21	0.00	56	0
<b>TOTAL</b>	<b>72.53</b>	<b>0.00</b>		

### NOTES

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**Tract Number** : 10086

**Description** : SEC 33 ATKINSON  
**FSA Physical Location** : ILLINOIS/HENRY  
**ANSI Physical Location** : ILLINOIS/HENRY  
**BIA Unit Range Number** :  
**HEL Status** : NHEL: No agricultural commodity planted on undetermined fields  
**Wetland Status** : Tract contains a wetland or farmed wetland  
**WL Violations** : None  
**Owners** :  
**Other Producers** : None  
**Recon ID** : 17-073-2016-142

### Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
78.12	74.09	74.09	0.00	0.00	0.00	0.00	0.0

ILLINOIS  
HENRY  
Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 8898  
Prepared : 7/30/24 11:21 AM CST  
Crop Year : 2024

Tract 10086 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	74.09	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	36.32	0.00	186
Soybeans	36.21	0.00	56
<b>TOTAL</b>	<b>72.53</b>	<b>0.00</b>	

NOTES

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*In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.*

*Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.*

*To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.*

# 12 | FSA MAP



Henry County, Illinois

W=Wheat,SWR,GR C=Corn,Yel,GR  
 SB,S,B=Soybeans,Com,GR Hay=MixFG,LGM,FG  
 Alf=Alfalfa,FG WW=MixFG,LGM,LS  
 G=Grass,LS,FG,GZ Pasture,Past=MixFG,LGM,GZ

2024 Produce Shares: \_\_\_\_\_

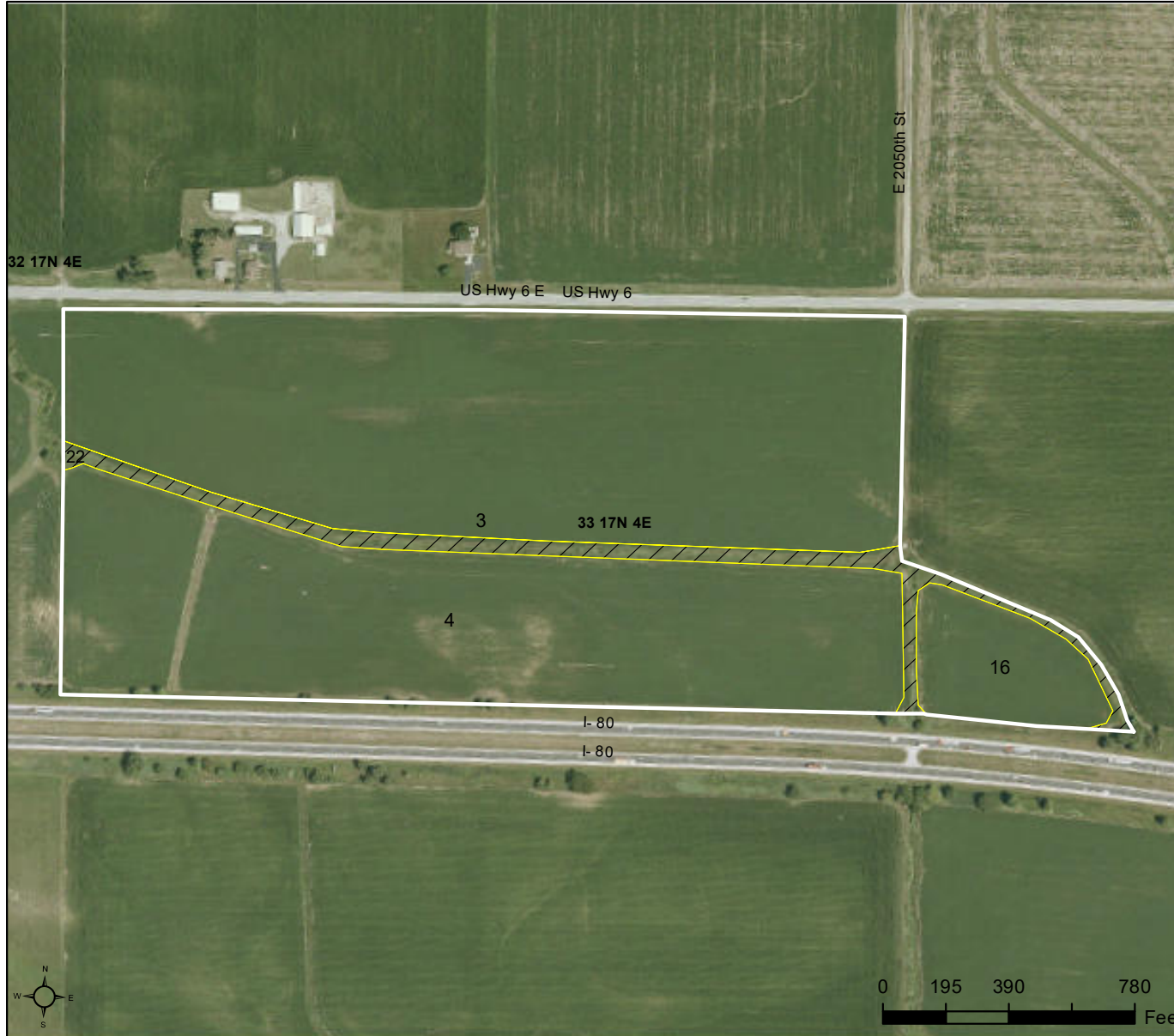
**Farm 8898**

**Tract 10086**

**2024 Program Year**

CLU	Acres	HEL	Crop
3	39.38	NHEL	
4	30.33	NHEL	
16	4.38	NHEL	
22	4.03	UHEL	NC

Page Cropland Total: 74.09 acres



Map Created March 09, 2024

Common Land Unit	
	Cropland
	Non-Cropland
	Tract Boundary

**Wetland Determination Identifiers**

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

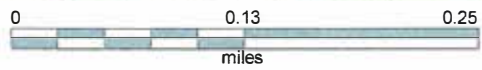
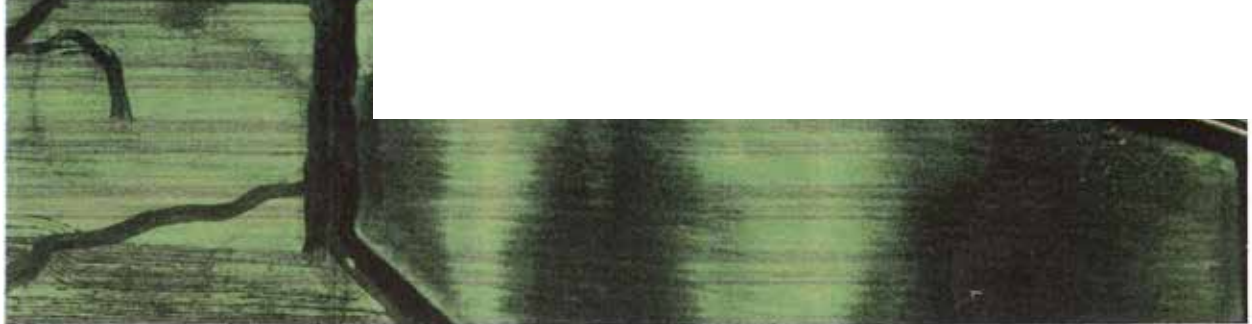
USDA FSA maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or the NAIP imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS.

**East End of the Farm** along interstate 80  
Pipe

**Route 6**



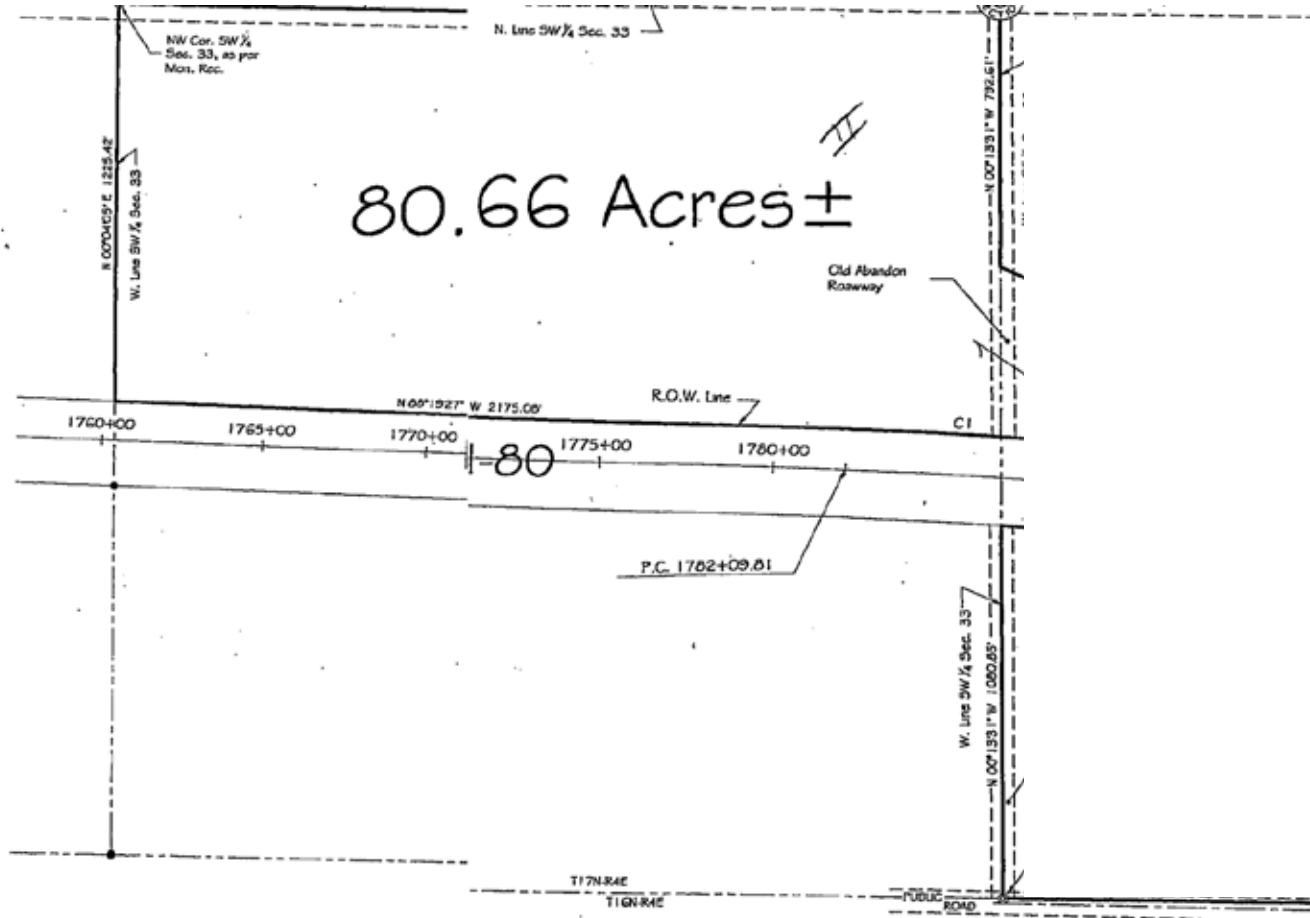
**Interstate 80**



**Client:**  
**Farm:**  
**Field:** along interstate 80  
**Name:** Drainage - Completed

- 4 in 685.88 ft
- 12 in 438.44 ft

# 14 | SURVEY



Field Survey done:  
Dec. 2013 to March 2014

NOTE: Iron pins only set at  
locations as instructed by client.

NOTE: Acreage includes area in  
apparent right-of-way of Public  
Roadways, unless otherwise noted.

NOTE: The Murphy family also owns  
Lots 1-4 of "Murphy Subdivision".

File No: 8/7/2014 12:55:41, USCAN-STATION: 00194002



**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**ADVOCUS NATIONAL 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 EXTRACTIONAL 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, Advocus National Title Insurance Company, a(n) Illinois corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

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

**COMMITMENT CONDITIONS**

**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Advocus National 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; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



# 16 | TITLE COMMITMENT

American Land Title Association

Commitment for Title Insurance  
2021 v. 01.00 (07-01-2021)

- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
        - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
        - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I – Requirements;
  - 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 is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
  - a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
    - i. comply with the Schedule B, Part I – Requirements;
    - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
    - iii. acquire the Title or create the Mortgage covered by this Commitment.
  - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
  - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
  - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
  - e. The Company is not liable for the content of the Transaction Identification Data, if any.
  - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.
  - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
  - a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

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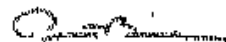
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- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
  - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - d. The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**  
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**  
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**ADVOCUS NATIONAL TITLE INSURANCE COMPANY**  
One South Wacker Drive, Suite 2400, Chicago, IL  
60606-4654



By: \_\_\_\_\_  
Peter J. Blibaum, President and Chief Executive  
Officer

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# 18 | TITLE COMMITMENT

American Land Title Association

Commitment for Title Insurance  
2021 v. 01.00 (07-01-2021)

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

Issuing Agent: Pepping, Balk, Kincaid & Olson, Ltd.  
Issuing Office: 105 7th Street  
                    Silvis, IL 61282  
Issuing Office's ALTA® Registry ID: 1115060  
Loan ID Number:  
Commitment Number: 2024-9548-IL-C  
Issuing Office File Number: 2024-248  
Property Address: Farmland, Atkinson, IL 61235  
Revision Number:

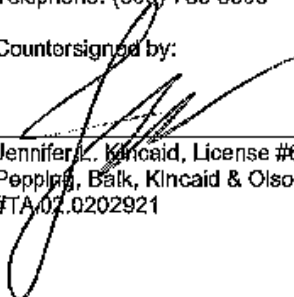
**SCHEDULE A**

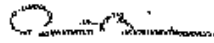
1. Commitment Date: September 17, 2024 4:30 PM
2. Policy to be issued:
  - (a) 2021 ALTA Owner's Policy  
Proposed Insured: TBD  
  
Proposed Amount of Insurance: TBD  
The estate or interest to be Insured: **fee simple**
3. The estate or interest in the Land at the Commitment Date is:  
fee simple
4. The Title is, at the Commitment Date, vested in:  
Drew P. Murphy, Wade R. Murphy, and Pamela Cox, Trustee for Collin P. Murphy under the Patrick M. Murphy Testamentary Trust under Will dated July 10, 2007
5. The land is described as follows:  
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

**PEPPING, BALK, KINCAID & OLSON, LTD.**  
105 7th Street, Silvis, IL 61282  
Telephone: (309) 755-5096

**ADVOCUS NATIONAL TITLE INSURANCE COMPANY**  
One South Wacker Drive, Suite 2400, Chicago, IL  
60606-4654

Countersigned by:

  
\_\_\_\_\_  
Jennifer L. Kincaid, License #6289947  
Pepping, Balk, Kincaid & Olson, Ltd., License  
#TA 02.0202921

  
By: \_\_\_\_\_  
Peter J. Birnbaum, President and Chief Executive  
Officer

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## 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.
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 following additional requirements must be satisfied at or prior to the closing:

The borrower and seller must bring a valid government issued photo ID bearing their signature to the closing.

Each seller must provide a valid forwarding address and social security number to be submitted to the IRS for 1099 purposes.

Payoff letters must be current and not subject to additional terms. We reserve the right to verify payoff figures prior to disbursement. Any additional funds required to satisfy a lien in full must be deposited by the parties involved immediately.

All funds brought to closing must be in the form of wire transfer, certified check, or cashier's check.

6. The Good Funds provision of the Illinois Title Insurance Act (215 ILCS 155/26) became effective January 1, 2010. This law imposes stricter rules on the type of funds that can be accepted for real estate closings and requires wired funds in many circumstances. Contact your settlement agent to confirm the type of funds that are required for your transaction.
7. Per Illinois law, for closings on or after January 1, 2011, the Company will issue Closing Protection Letters to the parties to the transaction if it is closed by the Company or its approved title insurance agent.
8. Effective January 1, 2018 the Illinois Department of Revenue (IDOR) began utilizing a central registry for maintaining notices of tax liens filed or released that are enforced by the IDOR. The notices and releases will no longer be filed with the county recorder's offices. In order to complete the title search for any possible judgments and liens against parties with an interest in the Insured land, The Company must be furnished with an Illinois State Lien Registry Information form (Form 4235) for each seller and buyer, and this commitment is subject to such further exceptions, if any, as may then be deemed necessary.
9. The Company should be furnished with the following:
  - a. A Certification of Trust executed by the trustee in accordance with 760 ILCS 5/8.5, together with excerpts of the trust agreement and amendments thereto relating to the designation of trustees and the powers of the trustee to act in the current transaction; or
  - b. In the alternative, the trustee, in his or her sole discretion, may deliver to the Company a properly certified copy of the original trust agreement, under which title to the land is held, together with all amendments thereto.

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c. The Company reserves the right to raise additional exceptions or make further requirements after review of the documentation provided. The Company should be advised as to whether the trust under which title to the land is held is still in force and effect, and this Commitment is subject to such further exceptions, if any, as may be deemed necessary.

10. Marital rights and interests of spouse of titleholder, if any.

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## SCHEDULE B, PART II – Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment that would be disclosed by an inspection or an accurate and complete land title 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, material, or equipment heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the Commitment Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
7. Any Loan Policy issued pursuant to this Commitment will be subject to the following exceptions a. and b., in the absence of the production of the data and other matters contained in the ALTA Statement form or an equivalent form:
  - a. Any lien, or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law, and not shown by the Public Records;
  - b. Consequences of the failure of the lender to pay out properly the whole or any part of the loan secured by the mortgage described in Schedule A, as affecting: (i) the validity of the lien of said mortgage; and (ii) the priority of the lien over any other right, claim, lien, or encumbrance that has or may become superior to the lien of said mortgage before the disbursement of the entire proceeds of the loan.
8. Real estate taxes for the year 2023 and thereafter.  
1st installment 2023 taxes in the amount of \$1,693.82 is shown paid.  
2nd installment 2023 taxes in the amount of \$1,693.82 is shown unpaid.  
2024 taxes and thereafter are not yet due or payable, but technically constitute a lien against the property.  
PIN: 09-33-300-007
9. Survey dated August 26, 2014 and filed September 16, 2015 as Document No. 20-1505501 prepared by Kevin R. Wallace for Mike Murphy.
10. Rights of the public, State of Illinois and the municipality in and to that part of the premises in question taken, used or dedicated for roads or highways.

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# 22 | TITLE COMMITMENT

American Land Title Association

Commitment for Title Insurance  
2021 v. 01.00 (07-01-2021)

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11. Rights of way for drainage tiles, ditches, feeders and laterals.

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## EXHIBIT "A"

The Land referred to herein below is situated in the County of Henry, State of Illinois and is described as follows:

A part of the S 1/2 of Section 33, T17N, R4E of the 4th P.M., Henry County, Illinois. More particularly bounded and described as follows and bearings are for the purpose of description only:

Beginning at a Mag Nail at the Northwest Corner of the SW 1/4 of said Section 33; Thence S 89°26'32" E, along the North line of said SW 1/4, a distance of 2616.20 feet to the Northeast corner of said SW 1/4; Thence S 00°13'31" E, along the East line of said SW 1/4, a distance of 792.61 feet to the center of a ditch; Thence S 65°59'39" E, a distance of 513.14 feet; Thence S 58°42'35" E, a distance of 74.29 feet; Thence S 40°07'26" E, a distance of 106.21 feet; Thence S 26°35'26" E, a distance of 223.61 feet to the North right-of-way line of Interstate #80. The last four (4) named courses being along said center line; Thence N 89°20'48" W, a distance of 319.89 feet; Thence with a curve turning to the left with an arc length of 829.34 feet with a radius of 11579.19 feet with a chord bearing of N 86°16'20" W, with a chord length of 829.16 foot; Thence N 88°19'27" W, a distance of 2175.08 feet to the West line of said SW 1/4. The last three (3) named courses being along said right-of-way line; Thence N 00°04'05" E, along said West line, a distance of 1225.42 feet to the Place of Beginning and containing 80.66 acres, more or less. Subject to the right-of-way of the Public Road along the North side of the above described tract and also subject to all easements of record. Public Road along the East side of the above described tract appear to no longer be open.

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