

# **INFORMATION BOOK TRACTS 1-3**

# NOVEMBER 12TH - 10AM CT

IN-PERSON AUCTION HELD AT: Holiday Inn, Champaign 101 Trade Center Dr. Champaign, IL 61820

Online Also Available



MurrayWiseAssociates.com 217-398-6400 | liz@mwallc.com

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# NOV 12TH 10AM CT

IN-PERSON AUCTION HELD AT:
Holiday Inn, Champaign
101 Trade Center Dr. Champaign, IL 61820

Online Also Available

# ONLINE REGISTRATION DUE BY NOVEMBER 11TH AT NOON To register for online bidding, visit www.MurrayWiseAssociates.com or contact us at (217) 398-6400 or layna.spratt@mwallc.com

Tract	Surveyed/ Taxed Aores	FSA Tillable Aores	Soil Pl
1	70.00	71.37	143.9
2	37.49	35.38*	143.1
3	27.21	26.92*	142.7
4	40.00	39.26	143.3
4	40.00	39.26	

\* Approximate FSA tillable acres Reconstitution not complete.







175± Acres of Champaign County High Quality Farmland

Located just west of Champaign and south of Seymour, IL & in close proximity to Interstates 57 and 72.

#### **EXECUTIVE SUMMARY**

Located in Colfax and Tolono townships, these tracts feature Drummer silty clay loam, Flanagan silt loam and Elburn silt loam soil types and each have average Pls of 142+. For more information on the soil types for individual tracts, download the Information Book for this sale from MurrayWiseAssociates.com.



#### FROM THE MONTICELLO ROAD EXIT (EXIT 229) ON 157:

FOR TRACT 4, head west on Monticello Road for 1.5 miles. Turn right (north) on CR 700E for 1.5 miles. Tract 4 will be on the west (left) side of the road.

FOR TRACTS 1-3, head west on Monticello Road for 7.5 miles. Turn right (north) on CR 100E for 1 mile. Tracts 1-3 are on both sides of the road. Please look for MWA signage.







#### AUCTION TERMS & CONDITIONS

AUCTION METHOD: The farm will be offered as 4 individual tracts. Tracts 1-3 will use the "Buyer's Choice" method of sale, whereas the high bidder at the conclusion of the first round of bidding can purchase either an individual tract or multiple tracts for their high bid. Should the high bidder not select all tracts, the remaining tracts will be offered with another round of bidding. This process will repeat until all of tracts 1-3 have been chosen by a high bidder. Upon completion of tracts 1-3, tract 4 will be offered individually. Bidding and livestream viewing will be available at www.MurrayWiseAssociates.com. Bidding will be on a dollars per acre basis and the final purchase price will be determined by multiplying the high bid by the taxable (tracts 1 & 4) or surveyed (tracts 2 & 3) acreage.

ONLINE REGISTRATION: All online bidders are required to register at www.MurrayWiseAssociates.com on or before Noon CT on Monday, November II, 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: The successful high bidder(s) will enter into a purchase agreement immediately following the close of bidding for presentation to the Seller(s). Final bid price is subject to approval or rejection by Seller(s).

**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(s) and shall be made via a wire transfer. 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 January 15, 2025.

POSSESSION: Possession will be given at closing.

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

INCOME: Seller(s) shall retain the 2024 income and be responsible for all the farm expenses. Buyer will be responsible for all the 2025 income and expenses.

LEASE: The lease is open for 2025.

REAL ESTATE TAXES & ASSESSMENTS: The 2024 calendar year taxes due and payable in 2025 shall be paid by the Seller(s) 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 has been completed for tracts 2 and 3. Tracts 1 and 4 will be sold on taxable acres. Visit MurrayWiseAssociates.com to download the Information Book for the survey and additional information. The Seller(s) will not complete any additional surveys.

MINERAL RIGHTS: The sale shall include any and all mineral rights owned by the Seller(s).

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(s) 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 in assumed by the Seller(s) or Murray Wise Associates LLC. All sketches and dimensions in this brochure approximate all 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(s) 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.

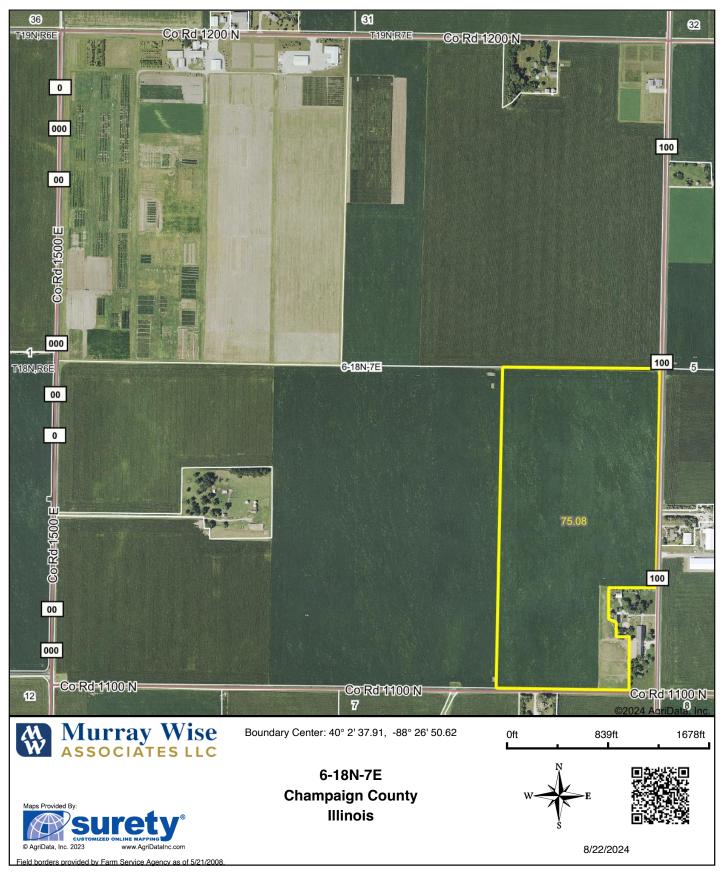
AGENCY: Murray Wise Associates LLC and its representatives are exclusive agents of the Seller(s).

SELLER: D&R Schumacher Trust/Joe and Kelly Schumacher

REPRESENTING ATTORNEY: Marc Miller of Miller and Hendren, Champaign, IL

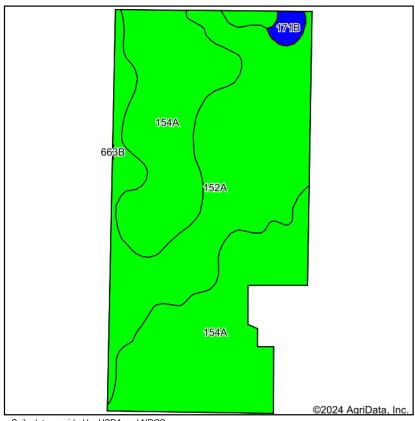
# 6 | AERIAL MAP - TRACT 1

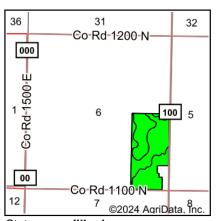
## **Aerial Map**



## **SOIL MAP - TRACT 1 | 7**

#### Soils Map





State: Illinois
County: Champaign
Location: 6-18N-7E
Township: Colfax
Acres: 75.08
Date: 8/22/2024







Soils data provided by USDA and NRCS

	ta provided by GGB/											
Area Sy	mbol: IL019, Soil	Area Ve	ersion: 18									
Code	Soil Description	Acres	Percent of field	II. State Productivity Index Legend	Subsoil rooting <i>a</i>	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
154A	Flanagan silt loam, 0 to 2 percent slopes	41.37	55.1%		FAV	194	63	144	90	90	73	76
**152A	Drummer silty clay loam, 0 to 2 percent slopes	32.71	43.6%		FAV	**195	**63	**144	82	81	68	74
**171B	Catlin silt loam, 2 to 5 percent slopes	1.00	1.3%		FAV	**185	**58	**137	77	77	70	72
	1		1	Weighte	d Average	194.3	62.9	143.9	*n 86.3	*n 85.9	*n 70.8	*n 75.1

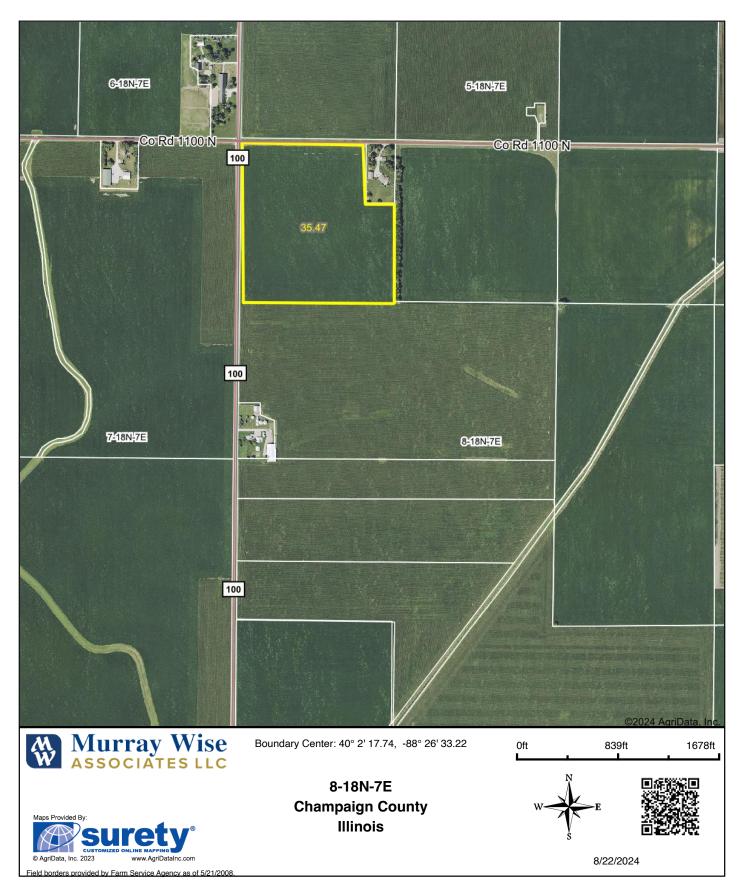
Table: Optimum Crop Productivity Ratings for Illinois Soil EFOTG are sourced from Bulletin 811 calculated Map Unit Base Yield Indices, and adjusted (Adj) for slope, erosion, flooding, and surface texture. Publication Date: 02-08-2023

Crop yields and productivity (B811 EFOTG) are maintained at the following USDA web site: 2023 Illinois Soil Productivity and Yield Indices: https://efotg.sc.egov.usda.gov/#/state/IL/documents/section=2&folder=52809

<sup>\*\*</sup> Base indexes from Bulletin 811 adjusted for slope, erosion, flooding, and surface texture according to the II. Soils EFOTG

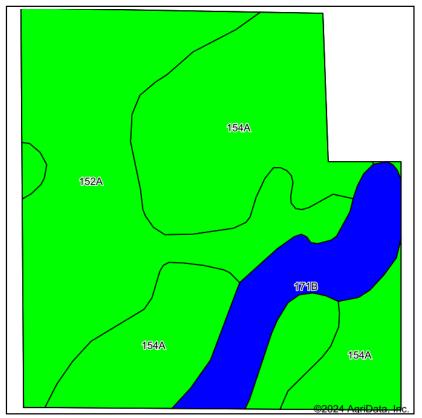
<sup>\*</sup>n: The aggregation method is "Weighted Average using all components"

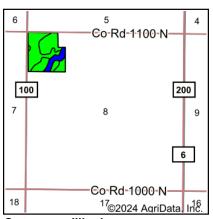
## **Aerial Map**



# **SOIL MAP - TRACT 2 | 9**

#### Soils Map





State: Illinois
County: Champaign
Location: 8-18N-7E
Township: Colfax
Acres: 35.47
Date: 8/22/2024







Soils data provided	by USDA and NRC	S.
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Area Sy	mbol: IL019, Soil	Area Ve	ersion: 18					_				
Code	Soil Description	Acres	Percent of field	II. State Productivity Index Legend	Subsoil rooting <i>a</i>	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
154A	Flanagan silt loam, 0 to 2 percent slopes	15.63	44.1%		FAV	194	63	144	90	90	73	76
**152A	Drummer silty clay loam, 0 to 2 percent slopes	15.41	43.4%		FAV	**195	**63	**144	82	81	68	74
**171B	Catlin silt loam, 2 to 5 percent slopes	4.43	12.5%		FAV	**185	**58	**137	77	77	70	72
	•			Weighte	d Average	193.3	62.4	143.1	*n 84.9	*n 84.5	*n 70.5	*n 74.6

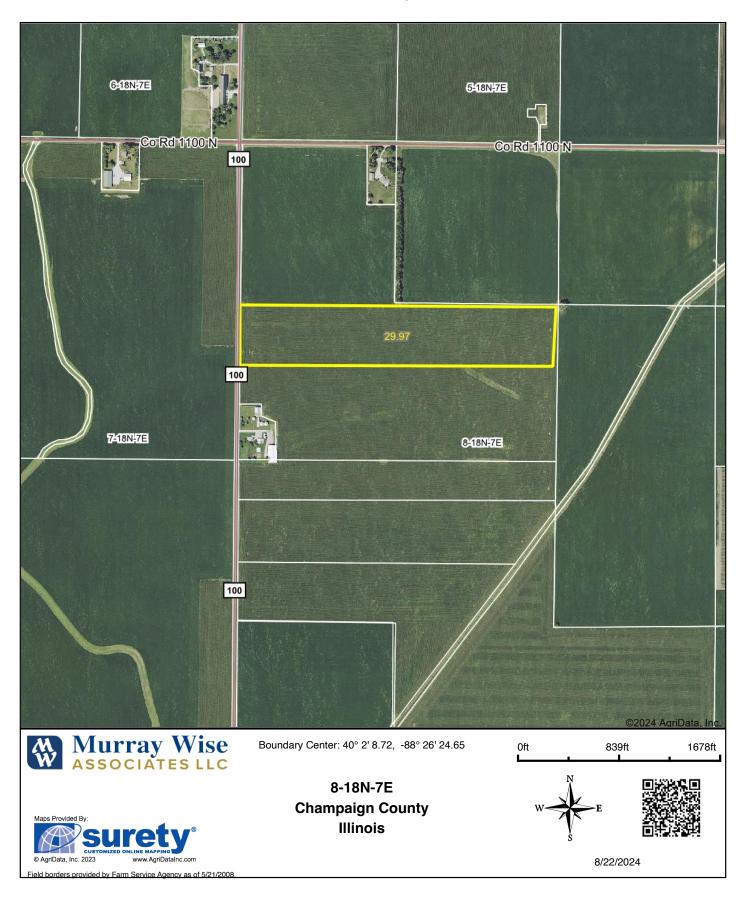
Table: Optimum Crop Productivity Ratings for Illinois Soil EFOTG are sourced from Bulletin 811 calculated Map Unit Base Yield Indices, and adjusted (Adj) for slope, erosion, flooding, and surface texture. Publication Date: 02-08-2023

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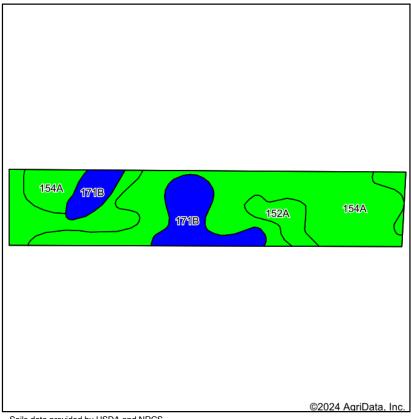
<sup>\*\*</sup> Base indexes from Bulletin 811 adjusted for slope, erosion, flooding, and surface texture according to the II. Soils EFOTG

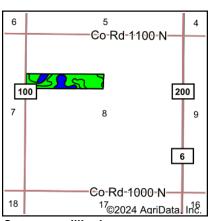
<sup>\*</sup>n: The aggregation method is "Weighted Average using all components"

## **Aerial Map**



## Soils Map





Illinois State: County: Champaign Location: 8-18N-7E Township: Colfax Acres: 29.97 8/22/2024 Date:







Soils data provided by USDA and NRCS.

Area Sy	mbol: IL019, Soil	Area Ve	ersion: 18									
Code	Soil Description	Acres	Percent of field	II. State Productivity Index Legend	Subsoil rooting <b>a</b>	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
154A	Flanagan silt loam, 0 to 2 percent slopes	17.63	58.8%		FAV	194	63	144	90	90	73	76
**152A	Drummer silty clay loam, 0 to 2 percent slopes	6.70	22.4%		FAV	**195	**63	**144	82	81	68	74
**171B	Catlin silt loam, 2 to 5 percent slopes	5.64	18.8%		FAV	**185	**58	**137	77	77	70	72
			,	Weighte	d Average	192.5	62.1	142.7	*n 85.8	*n 85.5	*n 71.3	*n 74.8

Table: Optimum Crop Productivity Ratings for Illinois Soil EFOTG are sourced from Bulletin 811 calculated Map Unit Base Yield Indices, and

adjusted (Adj) for slope, erosion, flooding, and surface texture. Publication Date: 02-08-2023
Crop yields and productivity (B811 EFOTG) are maintained at the following USDA web site: 2023 Illinois Soil Productivity and Yield Indices: https://efotg.sc.egov.usda.gov/#/state/IL/documents/section=2&folder=52809

<sup>\*\*</sup> Base indexes from Bulletin 811 adjusted for slope, erosion, flooding, and surface texture according to the II. Soils EFOTG

<sup>\*</sup>n: The aggregation method is "Weighted Average using all components"

# 12 | YIELD DATA - TRACT 1

Year	Corn Yield Per Acre	Soybean Yield Per Acre
	Tract 1	Tract 1
2018	246	
2019		60
2020	212	
2021		79
2022	209	
2023		75
2024	240	
Average Yield	227	71

<sup>\*\*</sup> Yield information provided by current tenant

Year	Corn Yield Per Acre	Soybean Yield Per Acre
	Tract 2	Tract 2
2018	240	
2019		65
2020	230	
2021		70
2022	210	
2023		86
2024	257	
Average Yield	234	74

 $<sup>\</sup>hbox{\tt ** Yield information provided by current tenant also includes other fields}$ 

# 14 | YIELD DATA - TRACT 3

Year	Corn Yield Per Acre	Soybean Yield Per Acre
	Tract 3	Tract 3
2018		85
2019	241	
2020		73
2021	244	
2022		74
2023	234	
2024		79
Average Yield	240	78

 $<sup>\</sup>ensuremath{^{\star\star}}$  Yield information provided by current tenant also includes other fields

ILLINOIS CHAMPAIGN

Form: FSA-156EZ

USDA United States Department of Agriculture Farm Service Agency

Abbreviated 156 Farm Record

FARM: 12957

Prepared: 7/2/24 8:22 AM CST

Crop Year: 2024

Tract Number : 15116

Description :

FSA Physical Location : ILLINOIS/CHAMPAIGN
ANSI Physical Location : ILLINOIS/CHAMPAIGN

BIA Unit Range Number :

HEL Status : NHEL: No agricultural commodity planted on undetermined fields

Wetland Status : Tract does not contain a wetland

WL Violations : None

Owners :

Other Producers : None

Recon ID : 17-019-2016-50

			Tract Land Data				
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
71.37	71.37	71.37	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	71.37	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	43.20	0.00	169				
Soybeans	28.17	0.00	54				

TOTAL 71.37 0.00

NOTES

## 16 | FSA 156 - TRACT 1



## **Champaign County, Illinois**

Unless Noted: All crops are Non-Irrigated
All crops intended use is Grain
All Corn - YEL
All Soybeans - COM



Tract Cropland Total: 71.37 acres

United States Department of Agriculture (USDA) Farm Service Agency (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 National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA 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 USDA Natural Resources Conservation Service (NRCS).

# FSA 156 - TRACTS 2 + 3 | 17

Tract Number : 13926

Description : Sec 8 D T18N R7E

FSA Physical Location : ILLINOIS/CHAMPAIGN

ANSI Physical Location : ILLINOIS/CHAMPAIGN

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 : 17-019-2009-21

			Tract Land Data				
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
138.75	133.03	133.03	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	133.03	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	67.70	0.00	169				
Soybeans	65.30	0.00	54				

TOTAL 133.00 0.00

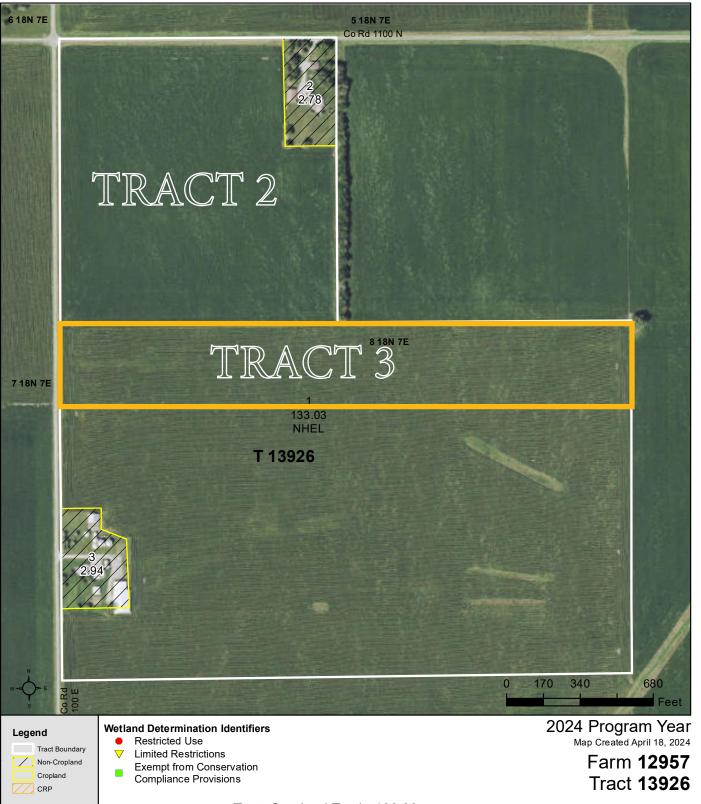
NOTES

# 18 | FSA 156 - TRACTS 2 + 3



Champaign County, Illinois

Unless Noted: All crops are Non-Irrigated
All crops intended use is Grain
All Corn - YEL
All Soybeans - COM



Tract Cropland Total: 133.03 acres

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# TAX INFORMATION - TRACT 1 | 19

#### 3/4/24, 10:34 AM

#### Parcel Details for 052506400002

Property Information		
Parcel Number 05-25-06-400-002	Site Address	Owner Name & Address
Tax Year 2024 (Payable 2025) ▼		
Sale Status None		
Property Class 0021 - Farmland	<b>Tax Code</b> 0503 -	Tax Status Taxable
<b>Net Taxable Value</b> 0	Tax Rate Unavailable	Total Tax Unavailable  Print Tax Bill
<b>Township</b> Colfax	<b>Acres</b> 70.0000	Mailing Address
Legal Description	1	1

No Billing Information

#### No Drainage / Special District Information

Payment History							
Tax Year	Total Billed	Total Paid	Amount Unpaid				
2022	\$3,539.50	\$3,539.50	\$0.00				
2021	\$3,366.68	\$3,366.68	\$0.00				
2020	\$3,041.06	\$3,041.06	\$0.00				
		Show 29 More					

Assessments								
Level	Homesite	Dwelling	Farm Land	Farm Building	Mineral	Total	Partial Building	
Township Assessor	0	0	59,940	0	0	59,940	No	
Prior Year Equalized	0	0	56,860	0	0	56,860	No	
**** Values not final. May be sul	**** Values not final. May be subject to change.							

No Exemptions		
NO EXCITIDUOUS		
•		

No Taxing Bodies Information

No Redemptions

No Forfeiture Information

# 20 | TAX INFORMATION - TRACT 1

3/4/24, 10:34 AM

Parcel Details for 052506400002

Farmland		
Land Type	Acres	EAV
CROPLAND	68.3300	61,068
DRNGE DEBASE	0.0000	-1,135
NON-AG	1.6400	0
OTHER FARMLAND	0.0300	4
Totals	70.0000	59,937
Click to open Farmland Details		

No Sales History Information	on
------------------------------	----

Legal Information			
O Legal 1			
Legal Description			

#### Important Information

#### Please make check payable to "Champaign County Collector" and mail payment to:

Champaign County Collector

1776 E Washington Street

OR

P.O. Box 4306

Urbana, IL 61802

Springfield, IL 62708-4306

1st Installment Due: 6/1/2023 2nd Installment Due: 9/1/2023

If you are paying after 9/30/2023 it must be in-person at the Treasurer/Collector's Office with cash, cashier's check, or money order.

Last day to pay to avoid Tax Sale: 10/26/2023

Tax Sale: 10/27/2023

Failure to receive a real estate tax bill or receiving it late for any reason does not relieve the taxpayer of penalties accruing if taxes are not paid by their respective due dates.

Please make sure the Supervisor of Assessments has your most current address on file. Forms for address updates and exemptions can be found here.

# TAX INFORMATION - TRACT 2 21

3/4/24, 10:35 AM

Parcel Details for 052508100015

Property Information		
Parcel Number 05-25-08-100-015	Site Address	Owner Name & Address
Tax Year 2024 (Payable 2025) ▼		
Sale Status None		
Property Class 0011 - Homesite-Dwelling	<b>Tax Code</b> 0503 -	Tax Status Taxable
Net Taxable Value 0	Tax Rate Unavailable	Total Tax Unavailable  Print Tax Bill
<b>Township</b> Colfax	<b>Acres</b> 135.7100	Mailing Address
Legal Description	'	

No Billing Information

#### No Drainage / Special District Information

Payment History							
Tax Year	Total Billed	Total Paid	Amount Unpaid				
2022	\$7,016.44	\$7,016.44	\$0.00				
2021	\$6,701.92	\$6,701.92	\$0.00				
2020	\$6,216.32	\$6,216.32	\$0.00				
	Show 12 More						

Assessments								
Level	Homesite	Dwelling	Farm Land	Farm Building	Mineral	Total	Partial Building	
Township Assessor	0	0	110,140	9,720	0	119,860	No	
Prior Year Equalized	0	0	104,120	9,720	0	113,840	No	
**** Values not final. May be su	**** Values not final. May be subject to change.							

No Exemptions		
NO EXCITIDUOUS		
•		

No Taxing Bodies Information

No Redemptions

No Forfeiture Information

# 22 | TAX INFORMATION - TRACT 2

3/4/24, 10:35 AM

Parcel Details for 052508100015

Farmland		
Land Type	Acres	EAV
CROPLAND	130.5800	111,607
DRNGE DEBASE	0.0000	-1,892
NON-AG	2.2000	0
OTHER FARMLAND	2.9300	429
Totals	135.7100	110,144
Click to open Farmland Details		

Nο	Sales	History	Informat	ion

_	Legal Information
	• Legal 1
	Legal Description

#### Important Information

#### Please make check payable to "Champaign County Collector" and mail payment to:

Champaign County Collector Champaign County Collector 1776 E Washington Street OR P.O. Box 4306 Urbana, IL 61802

Springfield, IL 62708-4306

1st Installment Due: 6/1/2023 2nd Installment Due: 9/1/2023

If you are paying after 9/30/2023 it must be in-person at the Treasurer/Collector's Office with cash, cashier's check, or money order.

Last day to pay to avoid Tax Sale: 10/26/2023

Tax Sale: 10/27/2023

Failure to receive a real estate tax bill or receiving it late for any reason does not relieve the taxpayer of penalties accruing if taxes are not paid by their respective due

Please make sure the Supervisor of Assessments has your most current address on file. Forms for address updates and exemptions can be found here.

# TAX INFORMATION - TRACT 3 23

3/4/24, 10:38 AM

Parcel Details for 052529200002

Parcel Number	Site Address	Owner Name & Address
05-25-29-200-002		
Tax Year		
2024 (Payable 2025) 🔻		
Sale Status		
None		
Property Class	Tax Code	Tax Status
0021 - Farmland	0504 -	Taxable
Net Taxable Value	Tax Rate	Total Tax
0	Unavailable	Unavailable Print Tax Bill
Township	Acres	Mailing Address
Colfax	39.0400	

No Billing Information

#### No Drainage / Special District Information

Payment History								
Tax Year	Total Billed	Total Paid	Amount Unpaid					
2022	\$2,331.90	\$2,331.90	\$0.00					
2021	\$2,266.54	\$2,266.54	\$0.00					
2020	\$2,245.52	\$2,245.52	\$0.00					
Show 35 More								

Assessments									
Level Homesite Dwelling Farm Land Farm Building Mineral Total P							Partial Building		
Township Assessor	0	0	30,400	0	0	30,400	No		
Prior Year Equalized	0	0	28,720	0	0	28,720	No		
**** Values not final. May be subject to change.									

No Exemptions		

No Taxing Bodies Information

No Redemptions

#### No Forfeiture Information

# 24 | TAX INFORMATION - TRACT 3

3/4/24, 10:38 AM

Parcel Details for 052529200002

Farmland						
Land Type	Acres	EAV				
CROPLAND	37.2600	33,217				
DRNGE DEBASE	0.0000	-2,846				
NON-AG	1.5800	0				
OTHER FARMLAND	0.2000	30				
Totals	39.0400	30,401				
Click to open Farmland Details						

Sales	History							
Year	Document #	Sale Type	Sale Date	Sold By	Sold To	Gross Price	Personal Property	Net Price
1976		Miscellaneous	8/1/1976			\$100,000.00	\$0.00	\$100,000.00

Legal Information			
• Legal 1			
Legal Description			

#### Important Information

#### Please make check payable to "Champaign County Collector" and mail payment to:

Champaign County Collector
1776 E Washington Street

OR
P.O. Box 4306
Urbana, IL 61802

Champaign County Collector
P.O. Box 4306
Springfield, IL 62708-4306

1st Installment Due: 6/1/2023 2nd Installment Due: 9/1/2023

If you are paying after 9/30/2023 it must be in-person at the Treasurer/Collector's Office with cash, cashier's check, or money order.

Last day to pay to avoid Tax Sale: 10/26/2023

Tax Sale: 10/27/2023

Failure to receive a real estate tax bill or receiving it late for any reason does not relieve the taxpayer of penalties accruing if taxes are not paid by their respective due dates.

Please make sure the Supervisor of Assessments has your most current address on file. Forms for address updates and exemptions can be found here.



## **Soil Test Sampling Map**

Area: 70.00

Farm: Sample Date: Jun 13, 2023

Field: Lab Name:



Location:

County: Champaign, IL

Township:

Twp Rng Sec: TColfax R S6

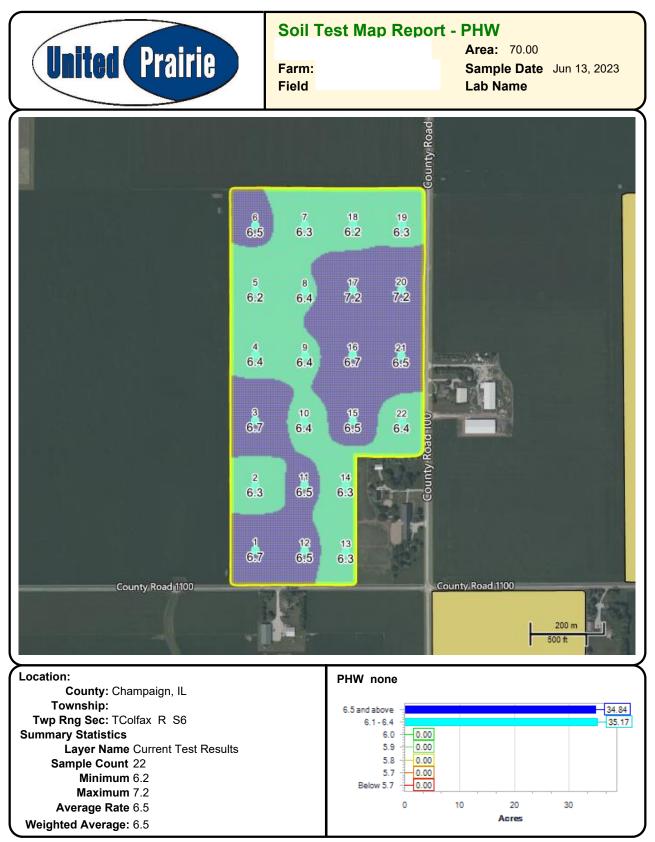
**Summary Statistics** 

Layer Name: Current Test Results

Sample Count: 22

LayerID: 34065H2ba0

Notes:



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## Soil Test Map Report - P1

Farm:

Field

Area: 70.00

Sample Date Jun 13, 2023

Lab Name





County: Champaign, IL

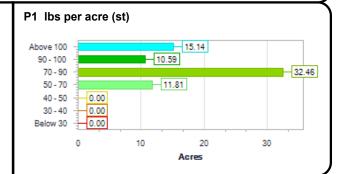
Township:

Twp Rng Sec: TColfax R S6

**Summary Statistics** 

Layer Name Current Test Results

Sample Count 22 Minimum 54 Maximum 126 Average Rate 84.69 Weighted Average: 84.72



## Soil Test Map Report - K

Farm: Area: 70.00
Sample Date Jun 13, 2023

Field Lab Name





County: Champaign, IL

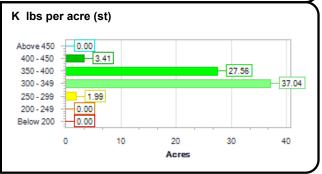
Township:

Twp Rng Sec: TColfax R S6

**Summary Statistics** 

Layer Name Current Test Results

Sample Count 22 Minimum 271 Maximum 435 Average Rate 349.35 Weighted Average: 349.24



## **SOIL TEST - TRACT 1 | 29**



#### Soil Test Map Report - OM

**Area:** 70.00

Sample Date Jun 13, 2023

Field Lab Name



Farm:



County: Champaign, IL

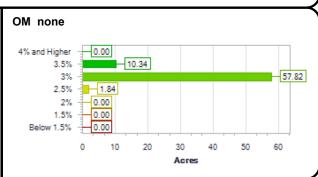
Township:

Twp Rng Sec: TColfax R S6

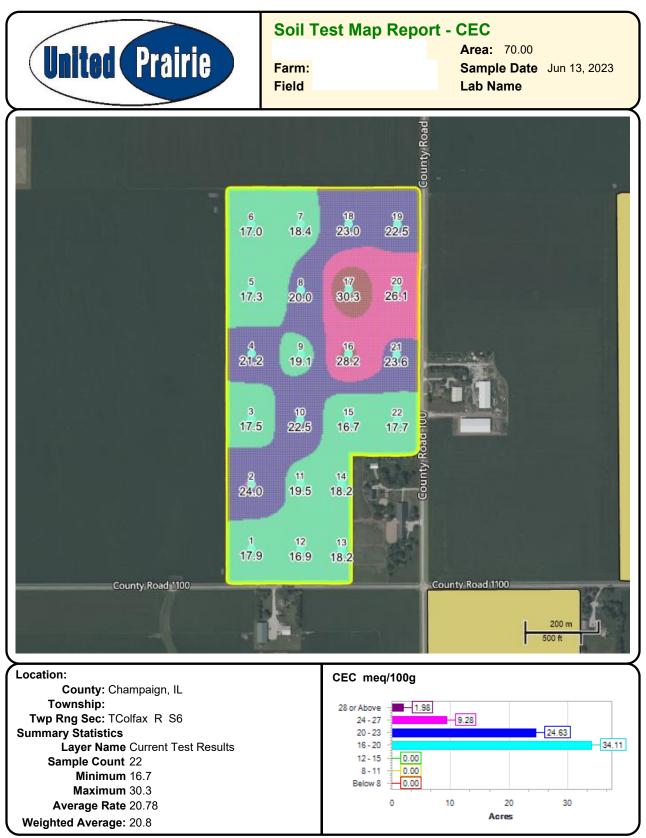
**Summary Statistics** 

Layer Name Current Test Results

Sample Count 22 Minimum 2.8 Maximum 3.6 Average Rate 3.33 Weighted Average: 3.33



## 30 |SOIL TEST - TRACT 1



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# **United Prairie**

#### Soil Types

Area: 70.00

Farm: Field:



Location: County: Champaign, IL Township: Twp Rng Sec: TColfax R S6 **Directions:** across road from Bernie Magsamen

154A - Flanagan silt loam, 0 to 2 percent slopes 36.91 152A - Drummer silty clay loam, 0 to 2 percent sl 32.14 171B - Catlin silt loam, 2 to 5 percent slopes 0.93 663B - Clare silt loam, 2 to 5 percent slopes 0.02

MuSym by Acres



## **Soil Test Summary**

Farm: Field: **Area:** 70.00

Sample Date: Jun 13, 2023

Lab Name:

	Villa Control										J
SampleID	PHW	PHB	P1	K	OM	CA	MG	CEC	PERK	PERCA	PERMG
none	none	none	lbs per acre (st)	lbs per acre (st)	none	lbs per acre (st)	lbs per acre (st)	meq/100g	percent	percent	percent
	_							_	_		
1	6.7	7.0	74	357	3.3	4,986	936	17.9	2.6	69.7	21.8
2	6.3	7.0	107	372	3.4	5,919	1,284	24.0	2.0	61.7	22.3
3	6.7	7.0	68	341	2.8	4,793	976	17.5	2.5	68.5	23.3
4	6.4	7.0	99	388	3.4	5,440	1,090	21.2	2.4	64.2	21.5
5	6.2	7.0	68	339	3.0	4,161	887	17.3	2.6	60.2	21.4
6	6.5	7.0	73	300	3.4	4,405	926	17.0	2.3	64.8	22.7
7	6.3	6.9	63	315	3.5	4,614	935	18.4	2.2	62.7	21.2
8	6.4	7.0	84	348	3.3	5,201	1,001	20.0	2.3	65.1	20.9
9	6.4	7.0	73	317	3.4	4,960	954	19.1	2.2	65.0	20.9
10	6.4	7.0	101	340	3.4	5,799	1,177	22.5	2.0	64.5	21.8
11	6.5	7.0	73	337	3.2	5,216	981	19.5	2.3	66.9	21.0
12	6.5	7.0	60	271	3.3	4,515	865	16.9	2.1	66.8	21.4
13	6.3	7.0	63	337	3.2	4,633	883	18.2	2.4	63.7	20.3
14	6.3	7.0	77	435	3.4	4,550	897	18.2	3.1	62.6	20.6
15	6.5	7.0	54	330	3.0	4,337	894	16.7	2.6	65.0	22.4
16	6.7	7.0	104	372	3.4	7,626	1,664	28.2	1.7	67.7	24.6
17	7.2	7.0	108	343	3.5	9,432	1,504	30.3	1.5	77.9	20.7
18	6.2	6.9	74	308	3.4	5,734	1,099	23.0	1.8	62.4	20.0
19	6.3	6.9	113	399	3.6	5,614	1,154	22.5	2.3	62.4	21.4
20	7.2	7.0	126	388	3.3	7,876	1,420	26.1	2.0	75.5	22.7
21	6.5	7.0	102	361	3.5	6,139	1,307	23.6	2.0	65.1	23.1
22	6.4	7.0	94	419	3.4	4,508	906	17.7	3.1	63.7	21.4
Average:	6.5	7.0	84	351	3.3	5,475	1,079	20.7	2.3	65.7	21.7



## **Soil Test Summary**

Farm: Field:

Area: 70.00

Sample Date: Jun 13, 2023

Lab Name:

	VIXIA CARGO										
SampleID	OM	CEC	PERK	PERCA	PERMG	S	ZN	FE	MN	CU	В
none	none	meq/100g	percent	percent	percent	lbs per acre (st)					
_		_	_								
1	3.3	17.9	2.6	69.7	21.8	12.4	1.7	89.9	42.2	3.0	1.0
2	3.4	24.0	2.0	61.7	22.3	18.7	2.7	108.0	31.8	5.5	1.3
3	2.8	17.5	2.5	68.5	23.3	16.7	2.0	87.4	48.9	3.3	1.1
4	3.4	21.2	2.4	64.2	21.5	16.7	2.9	132.0	44.8	4.5	1.4
5	3.0	17.3	2.6	60.2	21.4	15.3	1.9	97.9	51.5	3.3	0.9
6	3.4	17.0	2.3	64.8	22.7	15.9	2.1	90.7	47.0	3.1	1.1
7	3.5	18.4	2.2	62.7	21.2	10.9	2.2	90.7	45.0	3.1	1.0
8	3.3	20.0	2.3	65.1	20.9	17.3	2.9	123.0	40.7	4.2	1.3
9	3.4	19.1	2.2	65.0	20.9	14.8	2.6	104.0	43.7	3.6	1.2
10	3.4	22.5	2.0	64.5	21.8	18.3	3.0	116.0	32.9	5.9	1.4
11	3.2	19.5	2.3	66.9	21.0	12.8	3.1	117.0	47.8	4.4	1.3
12	3.3	16.9	2.1	66.8	21.4	15.8	2.6	104.0	48.6	3.6	1.0
13	3.2	18.2	2.4	63.7	20.3	15.2	2.9	111.0	45.6	3.7	1.2
14	3.4	18.2	3.1	62.6	20.6	16.4	3.6	113.0	52.2	3.6	1.0
15	3.0	16.7	2.6	65.0	22.4	13.5	1.8	87.0	48.7	3.1	1.0
16	3.4	28.2	1.7	67.7	24.6	14.1	4.1	77.1	34.1	8.0	1.9
17	3.5	30.3	1.5	77.9	20.7	16.7	3.6	64.4	44.5	8.3	3.1
18	3.4	23.0	1.8	62.4	20.0	15.5	2.7	115.0	32.3	5.0	1.4
19	3.6	22.5	2.3	62.4	21.4	15.3	2.6	112.0	34.8	4.9	1.4
20	3.3	26.1	2.0	75.5	22.7	21.1	3.1	62.7	39.4	8.5	2.9
21	3.5	23.6	2.0	65.1	23.1	16.6	3.1	136.0	29.8	6.3	1.6
22	3.4	17.7	3.1	63.7	21.4	13.0	2.3	104.0	41.6	3.3	1.1
Average:	3.3	20.7	2.3	65.7	21.7	15.6	2.7	101.9	42.2	4.6	1.4

# United Prairie

## **Soil Test Sampling Map**

Farm: Area: 35.75
Sample Date: Jun 13, 2023

Field: Lab Name:



Location:

County: Champaign, IL

Township:

Twp Rng Sec: TColfax R S8

**Summary Statistics** 

Layer Name: Current Test Results

Sample Count: 11

LayerID: 34067H0bc6

Notes:

# **United Prairie**

## Soil Test Map Report - PHW

Area: 35.75

Farm: Sample Date Jun 13, 2023

**Lab Name** 



**Field** 



County: Champaign, IL

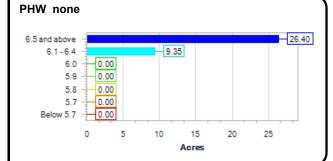
Township:

Twp Rng Sec: TColfax R S8

**Summary Statistics** 

Layer Name Current Test Results

Sample Count 11 Minimum 6.4 Maximum 6.7 Average Rate 6.51 Weighted Average: 6.51



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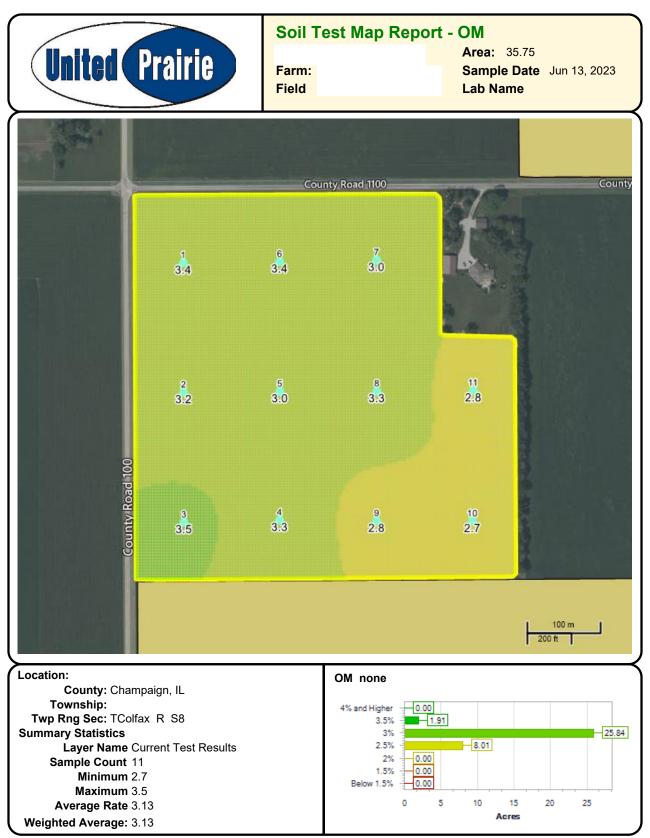
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### Soil Test Map Report - CEC

**Area:** 35.75

Farm: Sample Date Jun 13, 2023

Field Lab Name





County: Champaign, IL

Township:

Twp Rng Sec: TColfax R S8

**Summary Statistics** 

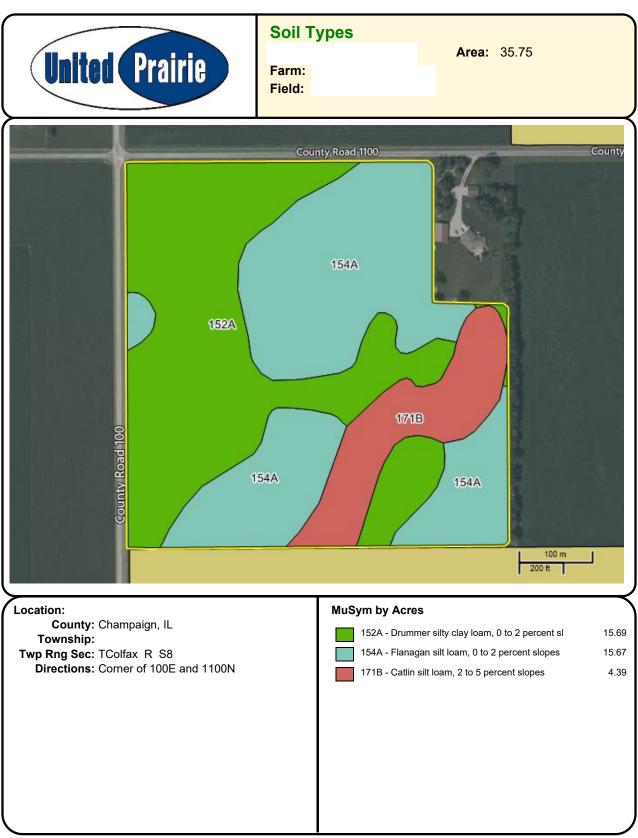
Layer Name Current Test Results

Sample Count 11 Minimum 14.5 Maximum 25.7 Average Rate 18.7

Weighted Average: 18.7

CEC meq/100g 0.00 28 or Above 24 - 27 2.15 20 - 23 9.25 16-20 15.15 9.21 12 - 15 0.00 8-11 0.00 Below 8 9 12 15 Acres

# 40 | SOIL TEST - TRACT 2





### **Soil Test Summary**

Farm: Field: **Area:** 35.75

Sample Date: Jun 13, 2023

Lab Name:

SampleID	PHW	PHB	P1	K	OM	CA	MG	CEC	PERK	PERCA	PERMG
none	none	none	lbs per acre (st)	lbs per acre (st)	none	lbs per acre (st)	lbs per acre (st)	meq/100g	percent	percent	percent
1	6.4	7.0	85	290	3.4	5,668	1,135	21.9	1.7	64.8	21.6
2	6.4	7.0	68	279	3.2	5,856	1,018	21.9	1.7	66.9	19.4
3	6.5	7.0	103	318	3.5	7,030	1,245	25.7	1.6	68.4	20.2
4	6.4	7.0	65	284	3.3	4,393	809	16.7	2.2	65.8	20.2
5	6.5	7.0	50	290	3.0	4,760	962	18.1	2.1	65.8	22.2
6	6.5	7.0	56	340	3.4	5,262	962	19.6	2.3	67.2	20.5
7	6.6	7.0	59	591	3.0	4,092	714	15.2	5.0	67.4	19.6
8	6.5	7.0	87	390	3.3	5,564	968	20.5	2.5	67.9	19.7
9	6.5	7.0	50	273	2.8	4,328	702	15.7	2.3	69.0	18.7
10	6.7	7.0	64	332	2.7	4,365	790	15.6	2.8	70.0	21.2
11	6.6	7.0	64	303	2.8	3,926	745	14.5	2.7	67.7	21.5
Average:	6.5	7.0	68	335	3.1	5,022	914	18.7	2.4	67.4	20.4



### **Soil Test Summary**

 Area:
 35.75

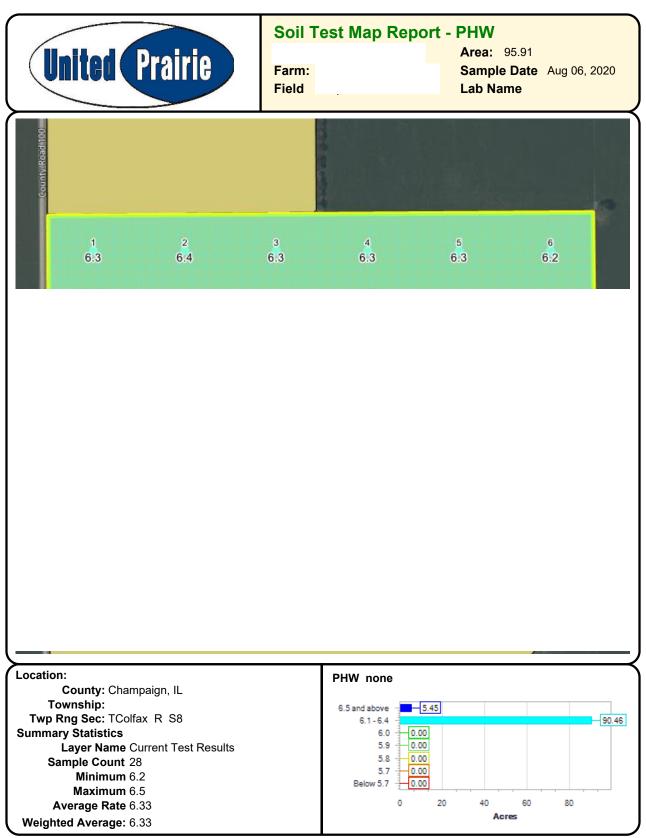
 Farm:
 Sample Date:
 Jun 13, 2023

Field: Lab Name:

SampleID	OM	CEC	PERK	PERCA	PERMG	S	ZN	FE	MN	CU	В
none	none	meq/100g	percent	percent	percent	lbs per acre (st)					
1	3.4	21.9	1.7	64.8	21.6	19.5	2.8	117.0	26.8	6.7	1.6
2	3.2	21.9	1.7	66.9	19.4	19.3	2.3	82.2	29.8	5.4	1.4
3	3.5	25.7	1.6	68.4	20.2	18.8	3.1	109.0	24.0	6.9	1.8
4	3.3	16.7	2.2	65.8	20.2	16.1	2.3	97.5	49.1	3.5	1.3
5	3.0	18.1	2.1	65.8	22.2	16.3	2.1	86.8	52.0	3.6	1.4
6	3.4	19.6	2.3	67.2	20.5	16.8	3.8	97.0	46.6	4.8	1.6
7	3.0	15.2	5.0	67.4	19.6	17.3	3.8	112.0	63.8	3.9	1.5
8	3.3	20.5	2.5	67.9	19.7	15.2	3.4	109.0	36.9	5.0	1.5
9	2.8	15.7	2.3	69.0	18.7	17.1	1.9	101.0	45.1	3.4	1.3
10	2.7	15.6	2.8	70.0	21.2	15.8	2.1	97.4	43.8	3.4	1.5
11	2.8	14.5	2.7	67.7	21.5	16.8	2.3	100.0	39.2	3.3	1.9
Average:	3.1	18.7	2.4	67.4	20.4	17.2	2.7	100.8	41.6	4.5	1.5

# **Soil Test Sampling Map United Prairie** Area: 95.91 Farm: Sample Date: Aug 06, 2020 Field: Lab Name: Location: Notes: County: Champaign, IL Township: Twp Rng Sec: TColfax R S8 **Summary Statistics** Layer Name: Current Test Results Sample Count: 28 **LayerID:** 31006He015

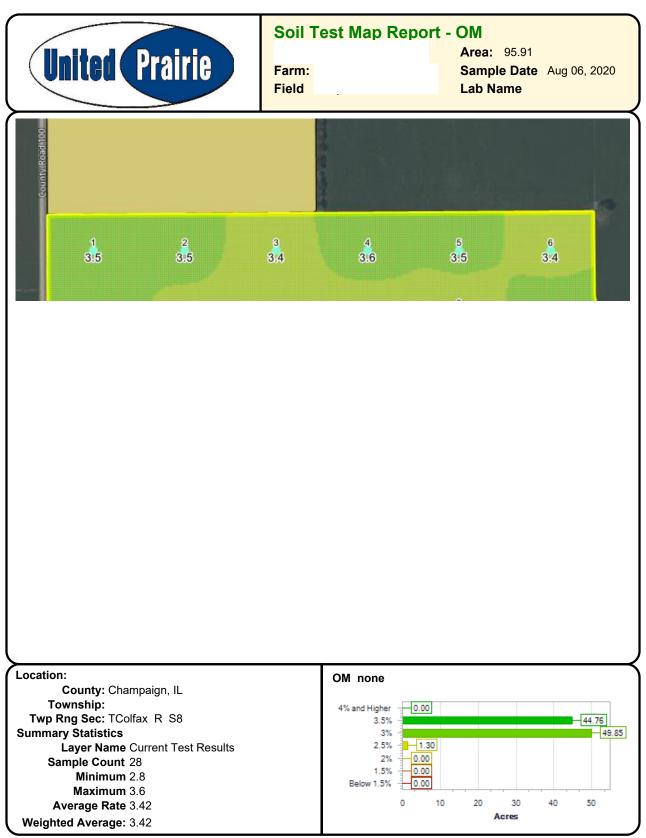
# 44 |SOIL TEST - TRACT 3



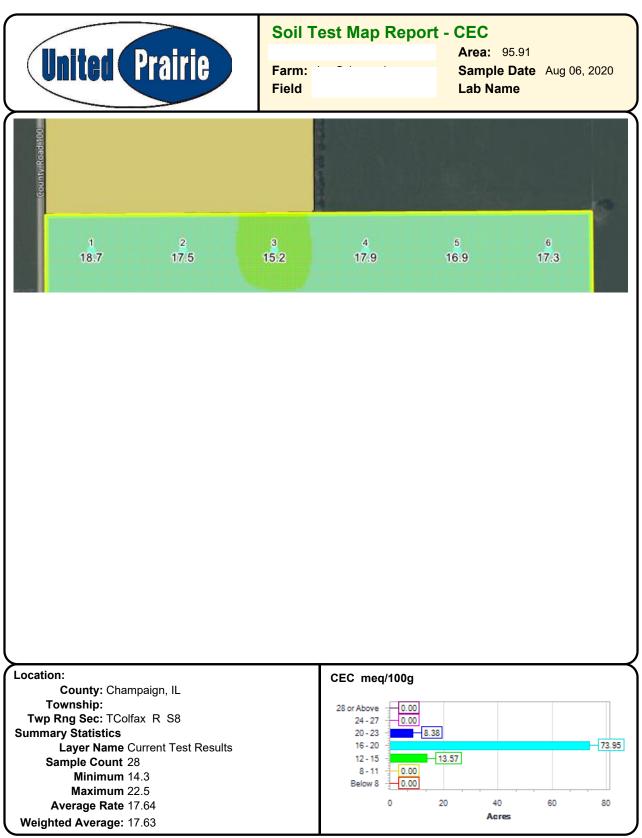
### Soil Test Map Report - P1 **United Prairie** Area: 95.91 Farm: Sample Date Aug 06, 2020 **Field Lab Name** 55 58 54 60 53 46 Location: P1 lbs per acre (st) County: Champaign, IL Township: 6.82 Above 100 Twp Rng Sec: TColfax R S8 0.89 90 - 100 **Summary Statistics** 70 - 90 10.10 50 - 70 64.31 Layer Name Current Test Results 30 - 40 1.54 Below 30 0.00 Sample Count 28 Minimum 36 Maximum 247 40 60 Average Rate 65.02 Acres Weighted Average: 64.92

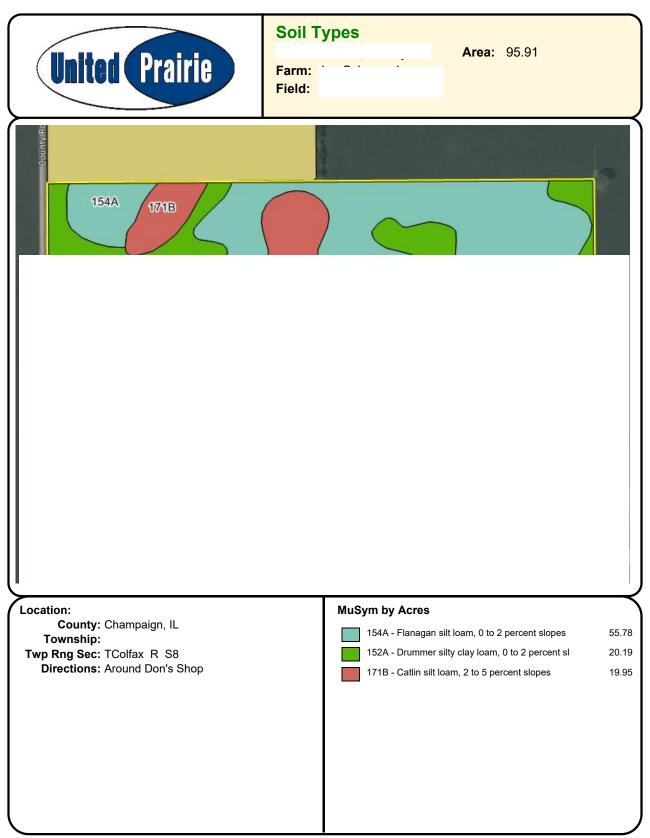
# 46 | SOIL TEST - TRACT 3





# 48 | SOIL TEST - TRACT 3





# **50**\$OIL TEST - TRACT 3



### **Soil Test Summary**

Farm: Field: Area: 95.91

Sample Date: Aug 06, 2020

Lab Name:

		2301,000									
SampleID	PHW	PHB	P1	K	OM	CA	MG	CEC	PERK	PERCA	PERMG
none	none	none	lbs per acre (st)	lbs per acre (st)	none	lbs per acre (st)	lbs per acre (st)	meq/100g	percent	percent	percent
			(01)	(61)		(01)	(01)				
1	6.3	6.9	55	289	3.5	4,836	876	18.7	2.0	64.7	19.6
2	6.4	7.0	58	304	3.5	4,847	701	17.5	2.3	69.3	16.7
3	6.3	7.0	54	243	3.4	4,074	619	15.2	2.1	67.1	17.0
4	6.3	6.9	60	265	3.6	4,902	664	17.9	1.9	68.5	15.5
5	6.3	6.9	53	272	3.5	4,656	612	16.9	2.1	68.9	15.1
6	6.2	6.9	46	243	3.4	4,572	672	17.3	1.9	66.1	16.2
7	6.4	7.0	52	257	3.6	4,877	793	18.0	1.9	67.8	18.4
8	6.3	7.0	36	250	3.3	4,813	663	17.6	1.9	68.4	15.7
9	6.5	7.0	50	286	3.2	4,253	719	15.6	2.4	68.2	19.3
10	6.4	7.0	37	238	3.2	4,338	743	16.2	1.9	67.0	19.2
11	6.4	7.0	48	270	3.4	4,599	788	17.2	2.1	66.9	19.1
12	6.5	7.0	54	303	3.6	5,428	908	19.7	2.0	68.9	19.3
13	6.4	7.0	247	877	3.5	5,588	886	21.3	5.3	65.6	17.4
14	6.2	6.9	50	289	3.3	3,701	675	14.8	2.6	62.6	19.1
15	6.3	6.9	59	277	3.5	4,203	772	16.4	2.2	64.1	19.7
16	6.4	7.0	55	250	3.2	4,055	688	15.1	2.2	67.2	19.0
17	6.2	6.9	55	262	3.4	4,169	638	16.0	2.1	65.2	16.7
18	6.2	6.8	74	274	3.6	5,554	831	21.1	1.7	65.9	16.5
19	6.4	7.0	55	239	3.6	5,252	671	18.4	1.7	71.4	15.2
20	6.4	7.0	56	277	2.8	3,842	626	14.3	2.5	67.2	18.3
21	6.2	6.8	73	277	3.5	4,794	782	18.6	2.0	64.5	17.6
22	6.2	6.9	44	220	3.4	4,264	742	16.7	1.7	63.9	18.6
23	6.2	6.9	69	322	3.4	4,518	823	18.0	2.3	62.8	19.1
24	6.4	7.0	63	292	3.6	4,573	862	17.5	2.2	65.4	20.6
25	6.5	7.0	80	295	3.4	4,936	921	18.4	2.1	67.1	20.9
26	6.3	6.9	61	302	3.6	5,197	927	20.0	2.0	65.0	19.4
27	6.3	6.9	62	291	3.5	4,582	791	17.6	2.2	65.1	18.8
28	6.4	7.0	126	318	3.4	5,888	1,116	22.5	1.9	65.5	20.7
Average:	6.3	6.9	65	296	3.4	4,690	768	17.7	2.2	66.4	18.2



### **Soil Test Summary**

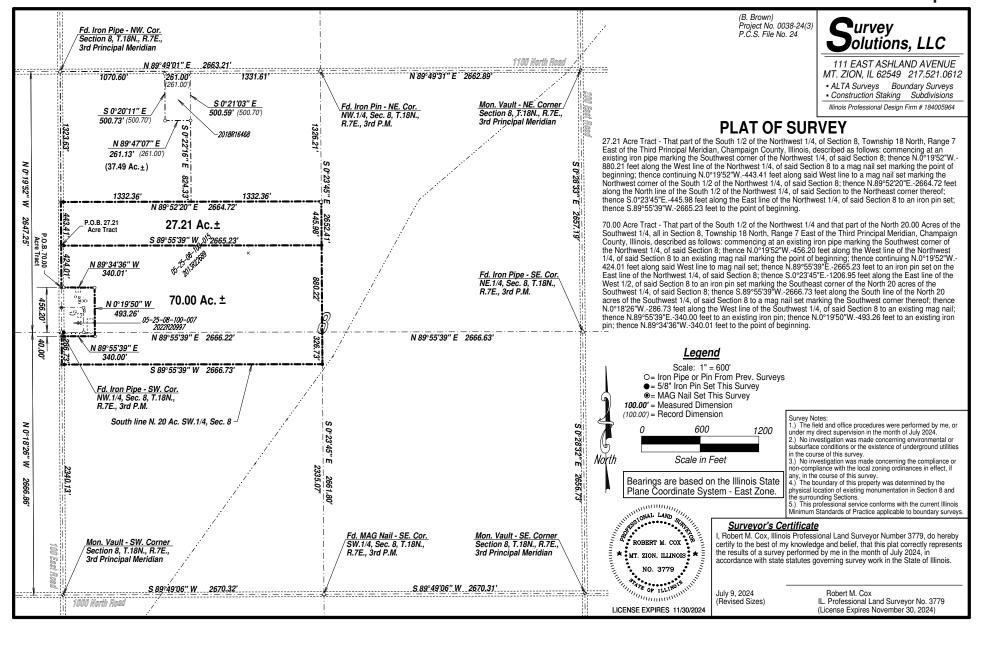
Farm: Field:

**Area:** 95.91

Sample Date: Aug 06, 2020

Lab Name:

SampleID	ОМ	CEC	PERK	PERCA	PERMG
none	none	meq/100g	percent	percent	percent
1	3.5	18.7	2.0	64.7	19.6
2	3.5	17.5	2.3	69.3	16.7
3	3.4	15.2	2.1	67.1	17.0
4	3.6	17.9	1.9	68.5	15.5
5	3.5	16.9	2.1	68.9	15.1
6	3.4	17.3	1.9	66.1	16.2
7	3.6	18.0	1.9	67.8	18.4
8	3.3	17.6	1.9	68.4	15.7
9	3.2	15.6	2.4	68.2	19.3
10	3.2	16.2	1.9	67.0	19.2
11	3.4	17.2	2.1	66.9	19.1
12	3.6	19.7	2.0	68.9	19.3
13	3.5	21.3	5.3	65.6	17.4
14	3.3	14.8	2.6	62.6	19.1
15	3.5	16.4	2.2	64.1	19.7
16	3.2	15.1	2.2	67.2	19.0
17	3.4	16.0	2.1	65.2	16.7
18	3.6	21.1	1.7	65.9	16.5
19	3.6	18.4	1.7	71.4	15.2
20	2.8	14.3	2.5	67.2	18.3
21	3.5	18.6	2.0	64.5	17.6
22	3.4	16.7	1.7	63.9	18.6
23	3.4	18.0	2.3	62.8	19.1
24	3.6	17.5	2.2	65.4	20.6
25	3.4	18.4	2.1	67.1	20.9
26	3.6	20.0	2.0	65.0	19.4
27	3.5	17.6	2.2	65.1	18.8
28	3.4	22.5	1.9	65.5	20.7
Average:	3.4	17.7	2.2	66.4	18.2



### PRELIMINARY TITLE COMMITMENT - TRACT 1 53

#### ALTA COMMITMENT FOR TITLE INSURANCE

issued by:

CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

5253-2401884

#### NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### **COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

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

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule 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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Authorized Officer or Agent



### **54 | PRELIMINARY TITLE COMMITMENT - TRACT 1**

#### **CHICAGO TITLE INSURANCE COMPANY**

**COMMITMENT NO. 5253-2401884** 

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

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company 301 North Neil, Suite 304 Champaign, IL 61820	Chicago Title and Trust Company 301 North Neil, Suite 304 Champaign, IL 61820
Main Phone: (217)356-0501 Email: champaign.il@ctt.com	Main Phone: (217)356-0501 Main Fax: (217)351-2982

Order Number: 5253-2401884

Property Ref.: Schumacher Trust

#### **SCHEDULE A**

1. Commitment Date: October 1, 2024

2. Policy to be issued:

(a) ALTA Owner's Policy 2021

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the

vested owner identified at Item 4 below

Proposed Amount of Insurance: \$1,000.00 The estate or interest to be insured: Fee Simple

(b) ALTA Loan Policy 2021

Proposed Insured: Lender with a contractual obligation under a loan agreement with the

Proposed Insured

Proposed Amount of Insurance: \$1,000.00 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:

Beth Brown, as Successor Trustee of the "Donald J. Schumacher and Regina M. Schumacher Family Trust Under Agreement Dated August 29, 2013"

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# PRELIMINARY TITLE COMMITMENT - TRACT 1 | 55

#### CHICAGO TITLE INSURANCE COMPANY

**COMMITMENT NO. 5253-2401884** 

#### **SCHEDULE A**

(continued)

The Land is described as follows:

For APN/Parcel ID(s): 05-25-06-400-002

THE EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION SIX (6), TOWNSHIP EIGHTEEN (18) NORTH, RANGE SEVEN (7) EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN CHAMPAIGN COUNTY, ILLINOIS, EXCEPT THE SOUTH 890 FEET OF THE EAST 489.4382023 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 18 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CHAMPAIGN COUNTY, ILLINOIS, CONVEYED BY DEED FILED AS DOCUMENT NO. 90R22718, RECORDED ON NOVEMBER 14,1990.

**END OF SCHEDULE A** 

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### 56 | PRELIMINARY TITLE COMMITMENT - TRACT 1

#### **CHICAGO TITLE INSURANCE COMPANY**

**COMMITMENT NO. 5253-2401884** 

Name and Address of Title Insurance Company: Chicago Title Company 301 North Neil, Suite 304 Champaign, IL 61820

#### **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.
- Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- 6. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
- 7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
- 8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

**END OF SCHEDULE B, PART I** 

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### PRELIMINARY TITLE COMMITMENT - TRACT 1 | 57

#### CHICAGO TITLE INSURANCE COMPANY

**COMMITMENT NO. 5253-2401884** 

Name and Address of Title Insurance Company: Chicago Title Company 301 North Neil, Suite 304 Champaign, IL 61820

#### 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:

#### **General Exceptions**

- 1. Rights or claims of parties in possession not shown by Public Records.
- 2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.
- 3. Easements, or claims of easements, not shown by the Public Records.
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 5. Taxes or special assessments which are not shown as existing liens by the Public Records.
- 6. We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
- 7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
- Taxes for the years 2023 and 2024.

Taxes for the years 2024 are not yet due or payable.

Permanent Tax No.: 05-25-06-400-002, assessed as 70.00 acres

Note: Taxes for the year 2023 amounting to \$3,677.32 are paid of record.

Colfax Township

- 9. The land lies within the boundaries of Kanakaee Drainage District and Sub-District 12 thereof and is subject to assessments thereunder.
- 10. Terms, powers, provisions, and limitations of the Trust under which title to the Land is held.

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### 58 | PRELIMINARY TITLE COMMITMENT - TRACT 1

#### CHICAGO TITLE INSURANCE COMPANY

**COMMITMENT NO. 5253-2401884** 

#### **SCHEDULE B, PART II - Exceptions**

(continued)

- 11. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes, together with utility rights therein
- 12. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
- 13. Easement in favor of American Telegraph and Telephone Company, its successors and/or assigns, under Grant recorded March 4, 1929 in Book 211 at page 401.
- 14. Easement in favor of illinois Bell Telephone Comapny, its successors and/or assigns, under Grant recorded November 4, 1985 as Document 85R219825.
- 15. It appears that the original trustee in title is deceased. Relative thereto, the Company should be furnished the following:
  - a) A Certification of Trust executed by the current 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 power of the trustee to act in the current transaction, or
  - b) In the alternative, the current trustee, in his or her sole discretion, may deliver to the Company
  - (1) A certified or uncertified copy of the Death Certificate of the original trustee;
  - (2) A certified copy of the original trust agreement, together with any amendments thereto; and
  - (3) Certified copies of the appointment and acceptance of Beth Brown, the Successor Trustee.

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

16. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

**END OF SCHEDULE B, PART II** 

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### PRELIMINARY TITLE COMMITMENT - TRACT 1 | 59

#### CHICAGO TITLE INSURANCE COMPANY

**COMMITMENT NO. 5253-2401884** 

#### **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.
- 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.
- i. "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.

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# 60 | PRELIMINARY TITLE COMMITMENT - TRACT 1

#### **CHICAGO TITLE INSURANCE COMPANY**

**COMMITMENT NO. 5253-2401884** 

(continued)

- 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.

#### 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.
- 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 Two Million And No/100 Dollars (\$2,000,000.00) 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 <a href="http://www.alta.org/arbitration">http://www.alta.org/arbitration</a>.

#### **END OF CONDITIONS**

#### **1031 EXCHANGE SERVICES**

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

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## PRELIMINARY TITLE COMMITMENT - TRACT 1 | 61



#### **WIRE FRAUD ALERT**

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

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

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

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

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

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

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

Wire Fraud Alert Original Effective Date: 5/11/2017 Current Version Date: 5/11/2017 Page 3

### 62 | PRELIMINARY TITLE COMMITMENT - TRACT 1

# FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective July 1, 2024

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

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

#### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

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

We may collect Personal Information about you from:

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

#### **Collection of Browsing Information**

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

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

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

#### **Other Online Specifics**

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

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

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

<u>Links to Other Sites</u>. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### PRELIMINARY TITLE COMMITMENT - TRACT 1 | 63

#### **Use of Personal Information**

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

#### When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

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

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

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

#### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

#### **Choices With Your Information**

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

<u>For California Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<a href="https://fnf.com/pages/californiaprivacy.aspx">https://fnf.com/pages/californiaprivacy.aspx</a>) or call (888) 413-1748.

<u>For Connecticut Residents</u>: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email <u>privacy@fnf.com</u> or call (888) 714-2710.

<u>For Colorado Residents</u>: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email <a href="mailto:privacy@fnf.com">privacy@fnf.com</a> or call (888) 714-2710.

<u>For Nevada Residents</u>: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: <a href="mailto:aginquiries@ag.state.nv.us">aginquiries@ag.state.nv.us</a>.

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<u>For Oregon Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email <a href="mailto:privacy@fnf.com">privacy@fnf.com</a> or call (888) 714-2710

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order

<u>For Texas Residents</u>: For additional information about your Texas consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email <u>privacy@fnf.com</u> or call (888) 714-2710.

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

<u>For Utah Residents</u>: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

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

<u>For Virginia Residents</u>: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email <u>privacy@fnf.com</u> or call (888) 714-2710.

#### Information From Children

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

#### **International Users**

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

#### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal

## PRELIMINARY TITLE COMMITMENT - TRACT 1 | 65

Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

#### Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

#### Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's <u>Privacy Inquiry Website</u> or contact us by phone at (888) 714-2710, by email at <u>privacy@fnf.com</u>, or by mail to:

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

# 66 | PRELIMINARY TITLE COMMITMENT - TRACT 2 + 3

#### ALTA COMMITMENT FOR TITLE INSURANCE

issued by:

CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

5253-2401886

#### NOTICE

**IMPORTANT - READ CAREFULLY**: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### **COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

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

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Countersigned By:

Attest:

Marjorie Nemzura, Secretary

Michael J. Nolan Authorized Officer or Agent

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# PRELIMINARY TITLE COMMITMENT - TRACT 2 + 3 | 67

#### CHICAGO TITLE INSURANCE COMPANY

#### **COMMITMENT NO. 5253-2401886**

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

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company 301 North Neil, Suite 304 Champaign, IL 61820 Main Phone: (217)356-0501 Email: champaign.il@ctt.com	Chicago Title and Trust Company 301 North Neil, Suite 304 Champaign, IL 61820 Main Phone: (217)356-0501 Main Fax: (217)351-2982

Order Number: 5253-2401886
Property Ref.: Schumacher Trust

#### **SCHEDULE A**

1. Commitment Date: October 7, 2024

2. Policy to be issued:

(a) ALTA Owner's Policy 2021

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the

vested owner identified at Item 4 below

Proposed Amount of Insurance: \$10,000.00 The estate or interest to be insured: Fee Simple

(b) ALTA Loan Policy 2021

Proposed Insured: Lender with a contractual obligation under a loan agreement with the

Proposed Insured, its successors and/or assigns

Proposed Amount of Insurance: \$10,000.00 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:

Brown Beth, Successor Trustee of the Donald J. Schumacher and Regina M. Schumacher Family Trust under Agreement dated August 29, 2013

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

#### **END OF SCHEDULE A**

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#### **EXHIBIT "A"**

Legal Description

For APN/Parcel ID(s): 05-25-08-100-015 (Part of)

#### PARCEL 1:

THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION EIGHT (8), TOWNSHIP EIGHTEEN (18) NORTH, RANGE SEVEN (7) EAST OF THE THIRD PRINCIPAL MERIDIAN IN CHAMPAIGN COUNTY, ILLINOIS, EXCEPT THE FOLLOWING DESCRIBED PORTION THEREOF:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 18 NORTH OF THE BASE LINE, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE WEST 261.00 FEET ON THE NORTH LINE OF SAID NW 1/4, THENCE SOUTH 500.7 FEET PARALLEL WITH THE EAST LINE OF SAID NW 1/4 NW 1/4, THENCE, EAST 261.0 FEET PARALLEL WITH SAID NORTH LINE, AND THENCE NORTH 500.7 FEET ON SAID EAST LINE TO THE POINT OF BEGINNING, ENCOMPASSING 3.000 ACRES IN SAID NW 1/4 NW 1/4, SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

#### PARCEL 2:

THAT PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4, OF SECTION 8, TOWNSHIP 18 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIPE MARKING THE SOUTHWEST CORNER OF THE NORTHWEST 1/4, OF SAID SECTION 8; THENCE N.0°19'52"W.- 880.21 FEET ALONG THE WEST LINE OF THE NORTHWEST 1/4, OF SAID SECTION 8 TO A MAG NAIL SET MARKING THE POINT OF BEGINNING; THENCE CONTINUING N.0°19'52"W.-443.41 FEET ALONG SAID WEST LINE TO A MAG NAIL SET MARKING THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4, OF SAID SECTION 8; THENCE N.89°52'20"E.-2664.72 FEET ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4, OF SAID SECTION TO THE NORTHWEST 1/4, OF SAID SECTION 8 TO AN IRON PIN SET; THENCE S.89°55'39"W.-2665.23 FEET TO THE POINT OF BEGINNING.

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# PRELIMINARY TITLE COMMITMENT - TRACT 2 + 3 | 69

#### **CHICAGO TITLE INSURANCE COMPANY**

**COMMITMENT NO. 5253-2401886** 

Name and Address of Title Insurance Company: Chicago Title Company 301 North Neil, Suite 304 Champaign, IL 61820

#### **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.
- Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- 6. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
- 7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
- 8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
- 9. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.

**END OF SCHEDULE B, PART I** 

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#### **CHICAGO TITLE INSURANCE COMPANY**

**COMMITMENT NO. 5253-2401886** 

Name and Address of Title Insurance Company: Chicago Title Company 301 North Neil, Suite 304 Champaign, IL 61820

#### **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:

#### **General Exceptions**

- 1. Rights or claims of parties in possession not shown by Public Records.
- 2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.
- 3. Easements, or claims of easements, not shown by the Public Records.
- Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 5. Taxes or special assessments which are not shown as existing liens by the Public Records.
- We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
- 7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
- Taxes for the years 2023 and 2024.

Taxes for the years 2024 are not yet due or payable.

Permanent Tax No.: 05-25-08-100-015 (Part of)

Note: Taxes for the year 2023 amounting to \$7,266.60 are paid of record.

(Colfax Township)

(Affects the property and other land)

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### PRELIMINARY TITLE COMMITMENT - TRACT 2 + 3 | 71

#### CHICAGO TITLE INSURANCE COMPANY

**COMMITMENT NO. 5253-2401886** 

#### **SCHEDULE B, PART II - Exceptions**

(continued)

- 9. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
- 10. Terms, powers, provisions, and limitations of the Trust under which title to the Land is held.
- 11. It appears that the original trustee in title is deceased. Relative thereto, the Company should be furnished the following:
  - a) A Certification of Trust executed by the current 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 power of the trustee to act in the current transaction, or
  - b) In the alternative, the current trustee, in his or her sole discretion, may deliver to the Company
  - (1) A certified or uncertified copy of the Death Certificate of the original trustee;
  - (2) A certified copy of the original trust agreement, together with any amendments thereto; and
  - (3) Certified copies of the appointment and acceptance of Beth Brown, the Successor Trustee.

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

12. To assist in our analysis of the name search, the Company should be furnished prior to closing an Information Statement signed by:

#### Beth Brown

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

- 13. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
- 14. The land lies within the boundaries of Kankakee Drainage District and is subject to assessments thereunder.
- 15. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
- 16. The Land described in Schedule A either is unsubdivided property or constitutes part of a subdivided lot. As a result, a Plat Act Affidavit should accompany any conveyance to be recorded. In the alternative, compliance should be had with the provisions of the Plat Act (765 ILCS 205/1 et seq.)
- 17. Rights of way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.

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#### **CHICAGO TITLE INSURANCE COMPANY**

**COMMITMENT NO. 5253-2401886** 

#### **SCHEDULE B, PART II - Exceptions**

(continued)

- 18. Rights of the public, the State of Illinois and the municipality in and to that part of the land, if any, taken or used for road purposes.
- 19. Rights of owners of land bordering on the Kankakee Drainage Ditch relative to said body of water.

**END OF SCHEDULE B, PART II** 

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# PRELIMINARY TITLE COMMITMENT - TRACT 2 + 3 | 73

#### CHICAGO TITLE INSURANCE COMPANY

**COMMITMENT NO. 5253-2401886** 

#### 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.
- 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.

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#### **CHICAGO TITLE INSURANCE COMPANY**

**COMMITMENT NO. 5253-2401886** 

(continued)

- 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.

#### 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.
- 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 Two Million And No/100 Dollars (\$2,000,000.00) 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 <a href="http://www.alta.org/arbitration">http://www.alta.org/arbitration</a>.

#### **END OF CONDITIONS**

#### **1031 EXCHANGE SERVICES**

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

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule 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.

#### Copyright American Land Title Association. All rights reserved.



# PRELIMINARY TITLE COMMITMENT - TRACT 2 + 3 | 75



#### **WIRE FRAUD ALERT**

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

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

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

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

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

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

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

Wire Fraud Alert Original Effective Date: 5/11/2017 Current Version Date: 5/11/2017 Page 3

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# FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective July 1, 2024

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

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

#### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

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

We may collect Personal Information about you from:

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

#### **Collection of Browsing Information**

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

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

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

#### **Other Online Specifics**

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

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

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

<u>Links to Other Sites</u>. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

## PRELIMINARY TITLE COMMITMENT - TRACT 2 + 3 | 77

#### **Use of Personal Information**

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

#### When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

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

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

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

#### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

#### **Choices With Your Information**

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

<u>For California Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<a href="https://fnf.com/pages/californiaprivacy.aspx">https://fnf.com/pages/californiaprivacy.aspx</a>) or call (888) 413-1748.

<u>For Connecticut Residents</u>: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email <u>privacy@fnf.com</u> or call (888) 714-2710.

<u>For Colorado Residents</u>: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email <a href="mailto:privacy@fnf.com">privacy@fnf.com</a> or call (888) 714-2710.

<u>For Nevada Residents</u>: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: <a href="mailto:aginquiries@ag.state.nv.us">aginquiries@ag.state.nv.us</a>.

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<u>For Oregon Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email <u>privacy@fnf.com</u> or call (888) 714-2710

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

<u>For Texas Residents</u>: For additional information about your Texas consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email <u>privacy@fnf.com</u> or call (888) 714-2710.

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

<u>For Utah Residents</u>: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

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

<u>For Virginia Residents</u>: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email <u>privacy@fnf.com</u> or call (888) 714-2710.

#### Information From Children

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

#### **International Users**

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

#### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal

## PRELIMINARY TITLE COMMITMENT - TRACT 2 + 3 | 79

Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

#### Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

#### Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's <u>Privacy Inquiry Website</u> or contact us by phone at (888) 714-2710, by email at <u>privacy@fnf.com</u>, or by mail to:

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

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#### PERSONAL INFORMATION AFFIDAVIT

Escrow No.: 5253-2401886

The affiant's social security no. is: xxxxxxx				certi	fies, a	avows and a	affirmatively	represents	that
The affiant's Date of Birth is:  2.	is t	ne		of th	e pre	emises desc	ribed in the	above orde	r.
The affiant's Date of Birth is:    2.   the widow of		•	•		_				
3.			•						
The affiant's Place of Birth is:    said marriage having taken place in   year   and year	ın	e amant's Date of Birth	IS:						
State   Stat	_,	(C   D   CD:		3.	ш				
(State) whose maiden name was See No. 1 below  Affiant herein further states that affiant:  1. HAS NEVER BEEN A PARTY TO A DIVORCE PROCEEDING OR  Was divorced from in year in Case No County - State  Was divorced from in year in Case No County - State  2. HAS NEVER BEEN KNOWN BY ANY OTHER NAME OR  Changed name from in year in Case No County - State  3. HAS NEVER BEEN ADJUDGED A BANKRUPT OR  Was adjudged a bankrupt in Case No in _ year in _ Case No County - State  And affiant further states:  4. THAT THERE ARE NO UNSATISFIED OR UNRELEASED JUDGMENTS, DECREES OR LIENS OF RECORD IN THE COUNT OR PARISH IN WHICH THE AFORESAID PREMISES ARE LOCATED AGAINST AFFIANT OR  Affiant is a party to the following cases:  CASE NO AND COURT PLANTIFF DEFENDANT DATE OF JUDGMENT AMOUNT  AMOUNT  AMOUNT  FROM (DATE) TO (DATE) STREET NO. CITY STATE  5. THAT DURING THE LAST TEN (10) YEARS, AFFIANT HAS RESIDED AT THE FOLLOWING ADDRESSES, AND NON OTHER:  FROM (DATE) TO (DATE) STREET NO. CITY STATE  6. THAT DURING THE LAST TEN (10) YEARS, AFFIANT HAS HAD THE FOLLOWING OCCUPATIONS AND BUSINES ADDRESSES, AND NONE OTHER:  FROM (DATE) TO (DATE) CCUPATION EMPLOYER PLACE OF BUSINESS  7. Further that affiant makes this affidavit for the purposes of inducing the Chicago Title and Trust Company to represent that the title under consideration is not affected by any judgments, decrees, bankruptcy, divorce, change of nam proceedings, Federal and State tax liens against persons whose names are the same as affiant or similar thereto.  PRESENTED TO: Chicago Title and Trust Company  IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.  Signature  Print Name			IS:			said marris	age naving	taken place	
Affiant herein further states that affiant:  1. HAS NEVER BEEN A PARTY TO A DIVORCE PROCEEDING OR  Was divorced from	•					whose ma	iden name	was	•
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Was adjudged a bankrupt in Case No	2.	HAS NEVER BEEN K	NOWN BY ANY OTHER NAM	ME OR			you		2000 No. County - Otato
Was adjudged a bankrupt in Case No		Changed	name from			in		in	
Was adjudged a bankrupt in Case No	^						year		Case No County - State
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Notary Public	Su	Print Name bscribed and sworn t		f				·	