

263± Acres · STEPHENSON COUNTY, IL

FARMLAND AUCTION

NOVEMBER 7TH AT 10AM CT

In-Person and Online

**AUCTION HELD AT: Stephenson County Farm Bureau
210 W Spring Street, Freeport, IL 61032**

INFORMATION BOOKLET



Murray Wise
ASSOCIATES LLC

MurrayWiseAssociates.com
800-607-6888 | liz@mwallc.com

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*Call (800) 607-6888 or email liz@mwallc.com
with any questions.*

263± Acres · STEPHENSON COUNTY, IL

FARMLAND AUCTION

NOV 7TH
10AM CT

In-Person and Online

**AUCTION HELD AT: STEPHENSON COUNTY FARM BUREAU
210 W SPRING STREET, FREEPORT, IL 61032**



Farmland Directions

TRACTS 1 & 2: Travel east of Freeport for approximately 9 miles on US Route 20, turn north on South Farewell Bridge Road, continue for 5 miles and the farm will be on the east side of the road.

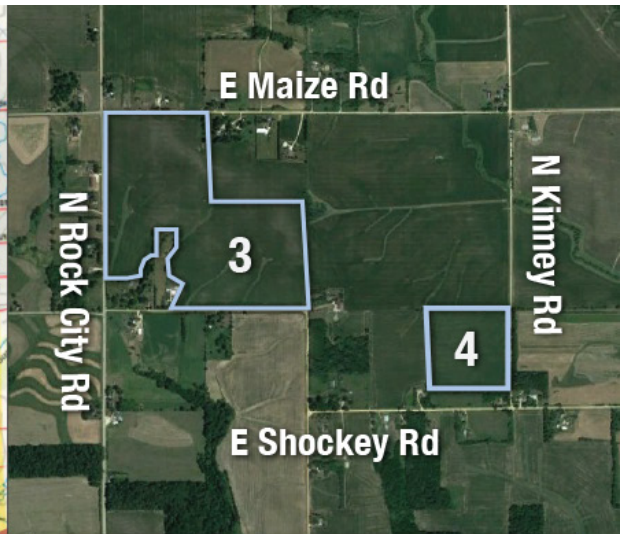
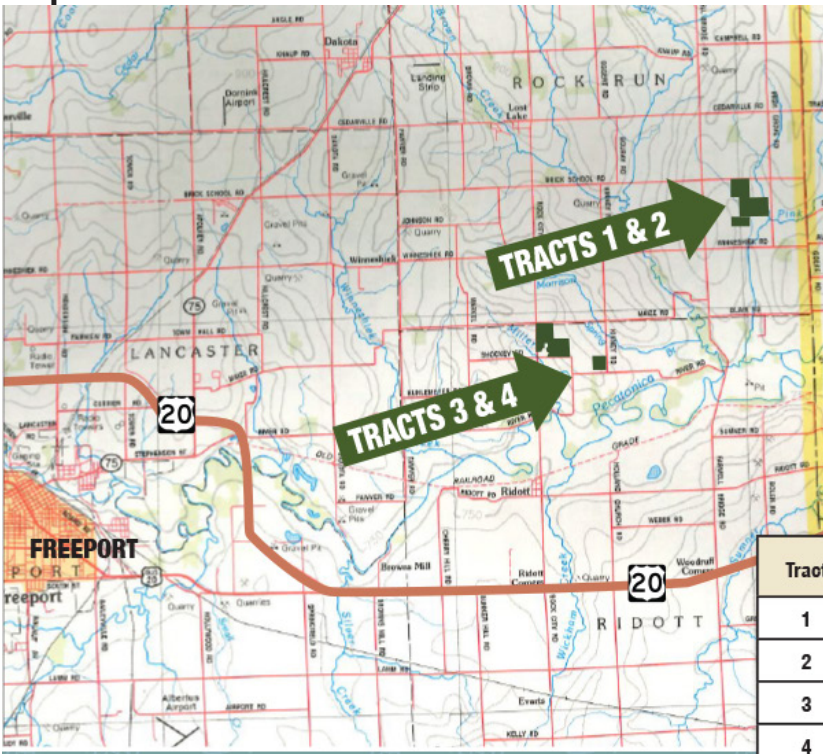
**263±
ACRES**

*Stephenson County
Farmland*

Located Near
**FREEPORT, IL
&
US ROUTE 20**



4 | Brochure



Tract	Surveyed Aores	FSA Effective DCP Aores*	Productivity Index
1	104.399	94.38	116.1
2	20.007	18	114.9
3	112.031	108.21	114.5
4	26.977	26.69	112.4
Total	263.414	247.28	



TRACT 3
112± ACRES



TRACT 4
27± ACRES

TRACTS 3 & 4: Travel east of Freeport for approximately 7 miles on US Route 20, turn north on North Rock City Road, continue for 3 miles and tract 3 will be on the east side of the road. To view tract 4, turn east on East Shockey Road, travel for .75 miles and turn east at the intersection of East River road, travel for .5 miles and turn north at the intersection of North Kinney Road, the farm will be on the west side of the road.

*FSA aores are estimated, the reconstitution done by FSA will result in the final FSA aores.

ONLINE REGISTRATION DUE BY NOVEMBER 6TH AT NOON

To register for online bidding, visit www.MurrayWiseAssociates.com or contact us at (800) 607-6888 or layna.spratt@mwallc.com



Murray Wise
ASSOCIATES LLC

MurrayWiseAssociates.com
800-607-6888 | liz@mwallc.com



1605 S. State Street, Suite 110
Champaign, Illinois 61820

Auctioneer:

Robert Warmbir #441.002377 #471.021140

Sale Managers:

Elizabeth Strom #471.021846, #441.002523

Ross Perkins #471.021587

MurrayWiseAssociates.com

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263± Acres · STEPHENSON COUNTY, IL

FARMLAND AUCTION

**NOV 7TH
10AM CT**

In-Person and Online

**AUCTION HELD AT:
Stephenson County Farm Bureau
210 W Spring Street
Freeport, IL 61032**

AUCTION TERMS & CONDITIONS

PROCEDURE: The property will be offered in 4 individual tracts using the "Buyer's Choice" method of sale, whereas the high bidder at the conclusion of the first round of bidding can purchase any individual tract or combination of tracts for their high bid. Should the high bidder not select all available tracts, all the remaining tracts will be offered with another round of bidding. This process will repeat until all the parcels have been chosen by a high bidder. Bidding and livestream viewing will be available at www.MurrayWiseAssociates.com. Bidding will be on a dollars per acre basis. Final purchase prices will be calculated by multiplying surveyed acreage by the high bid amounts for the respective tracts.

ONLINE REGISTRATION: Online bidders are required to register at www.MurrayWiseAssociates.com on or before Noon CT on Wednesday, November 6, 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. Final bid price is subject to approval or rejection by Seller.

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 December 3, 2024.

POSSESSION: Possession will be given at closing subject to the existing farm lease expiring November 30, 2024.

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

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

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

SURVEY: A survey has been completed for all tracts. Visit MurrayWiseAssociates.com to download the Information Book for the survey and additional information.

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

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

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

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

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

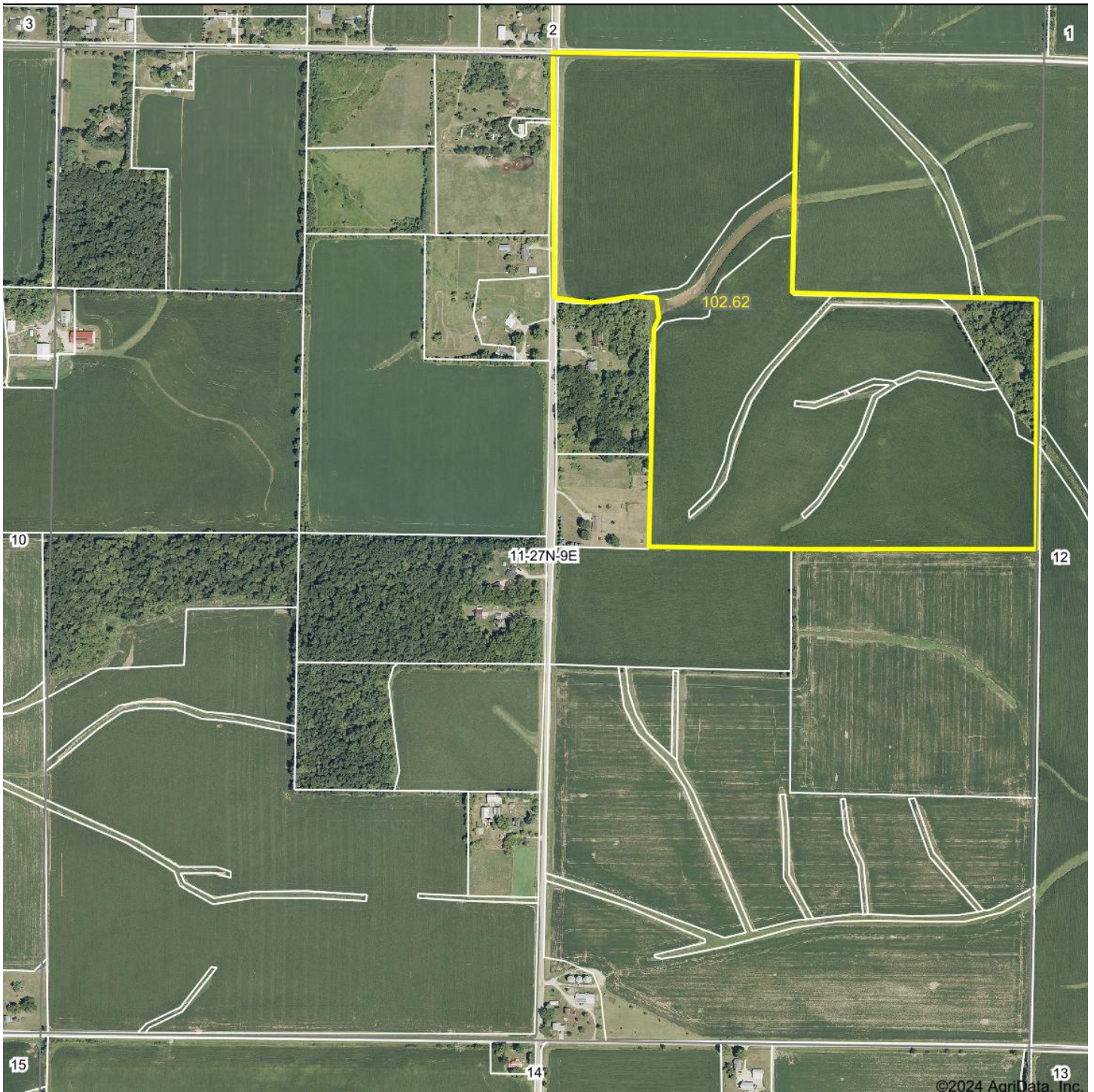
SELLER: Phil Hayunga Living Trust

ATTORNEY: David D. Shockey of Shockey and Cox, LLC, Freeport, IL

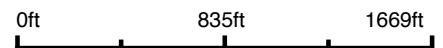


6 | Tract 1 - Aerial Map

Aerial Map



Boundary Center: 42° 21' 26.92, -89° 25' 20.46



11-27N-9E
Stephenson County
Illinois

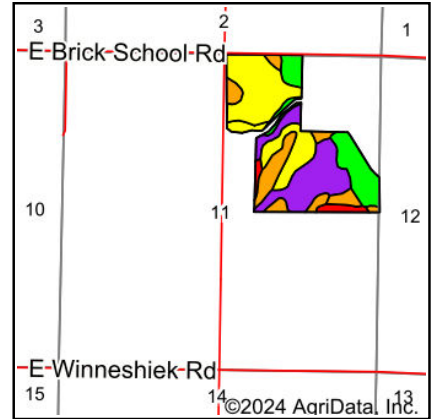
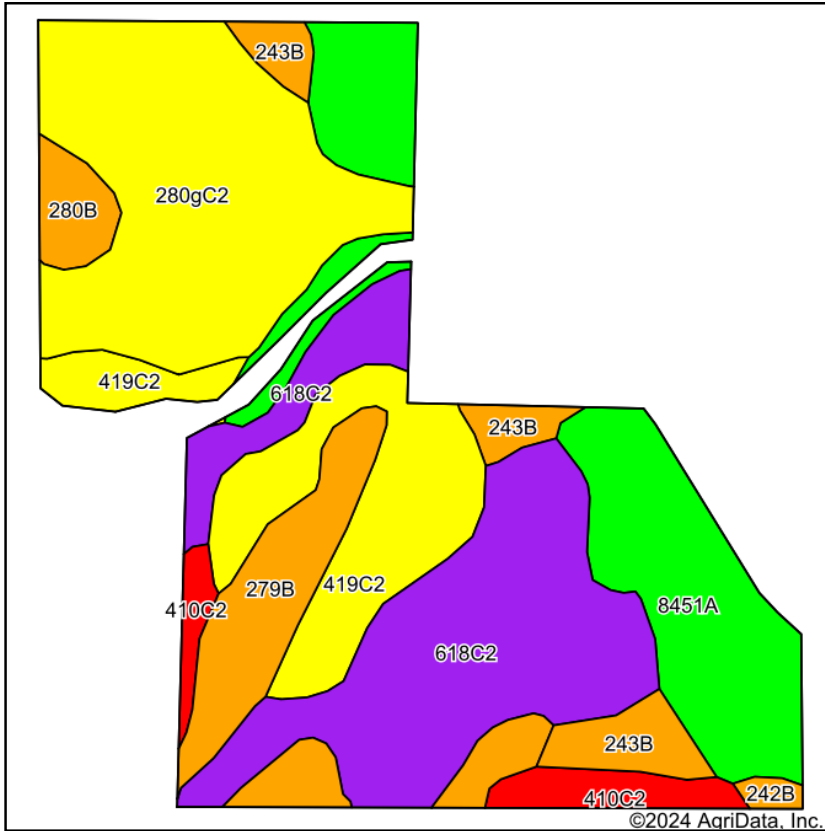


5/16/2024

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

All boundary lines and acreages are approximated

Soils Map



State: **Illinois**
 County: **Stephenson**
 Location: **11-27N-9E**
 Township: **Rock Run**
 Acres: **94.38**
 Date: **9/5/2024**



Soils data provided by USDA and NRCS.

Area Symbol: IL177, Soil Area Version: 17

Code	Soil Description	Acres	Percent of field	Il. State Productivity Index Legend	Subsoil rooting a	Corn Bu/A	Soybeans Bu/A	Crop productivity index for optimum management	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains	*n NCCPI Soybeans
**618C2	Senachwine silt loam, 5 to 10 percent slopes, eroded	22.78	24.1%		FAV	**136	**44	**100	61	61	56	55
**280gC2	Fayette silt loam, glaciated, 5 to 10 percent slopes, eroded	21.85	23.2%		FAV	**155	**49	**113	84	84	68	66
8451A	Lawson silt loam, cool mesic, 0 to 2 percent slopes, occasionally flooded	17.47	18.5%		FAV	190	61	140	89	89	69	86
**419C2	Flagg silt loam, 5 to 10 percent slopes, eroded	12.90	13.7%		FAV	**151	**48	**111	75	75	63	62
**279B	Rozetta silt loam, 2 to 5 percent slopes	9.16	9.7%		FAV	**161	**50	**118	87	87	75	78
**243B	St. Charles silt loam, 2 to 5 percent slopes	4.47	4.7%		FAV	**166	**51	**121	90	90	75	79

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

All boundary lines and acreages are approximated

8 | Tract 2 - Soils Map

Maps Provided By:



Code	Soil Description	Acres	Percent of field	Il. State Productivity Index Legend	Subsoil rooting a	Corn Bu/A	Soybeans Bu/A	Crop productivity index for optimum management	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains	*n NCCPI Soybeans
**410C2	Woodbine silt loam, 5 to 10 percent slopes, eroded	3.25	3.4%		FAV	**123	**40	**91	71	71	62	52
**280B	Fayette silt loam, glaciated, 2 to 5 percent slopes	2.03	2.2%		FAV	**164	**52	**120	89	89	72	78
**242B	Kendall silt loam, 2 to 5 percent slopes	0.47	0.5%		FAV	**170	**52	**124	71	71	60	51
Weighted Average						156.6	49.8	114.9	*n 78.3	*n 78.3	*n 65.5	*n 68

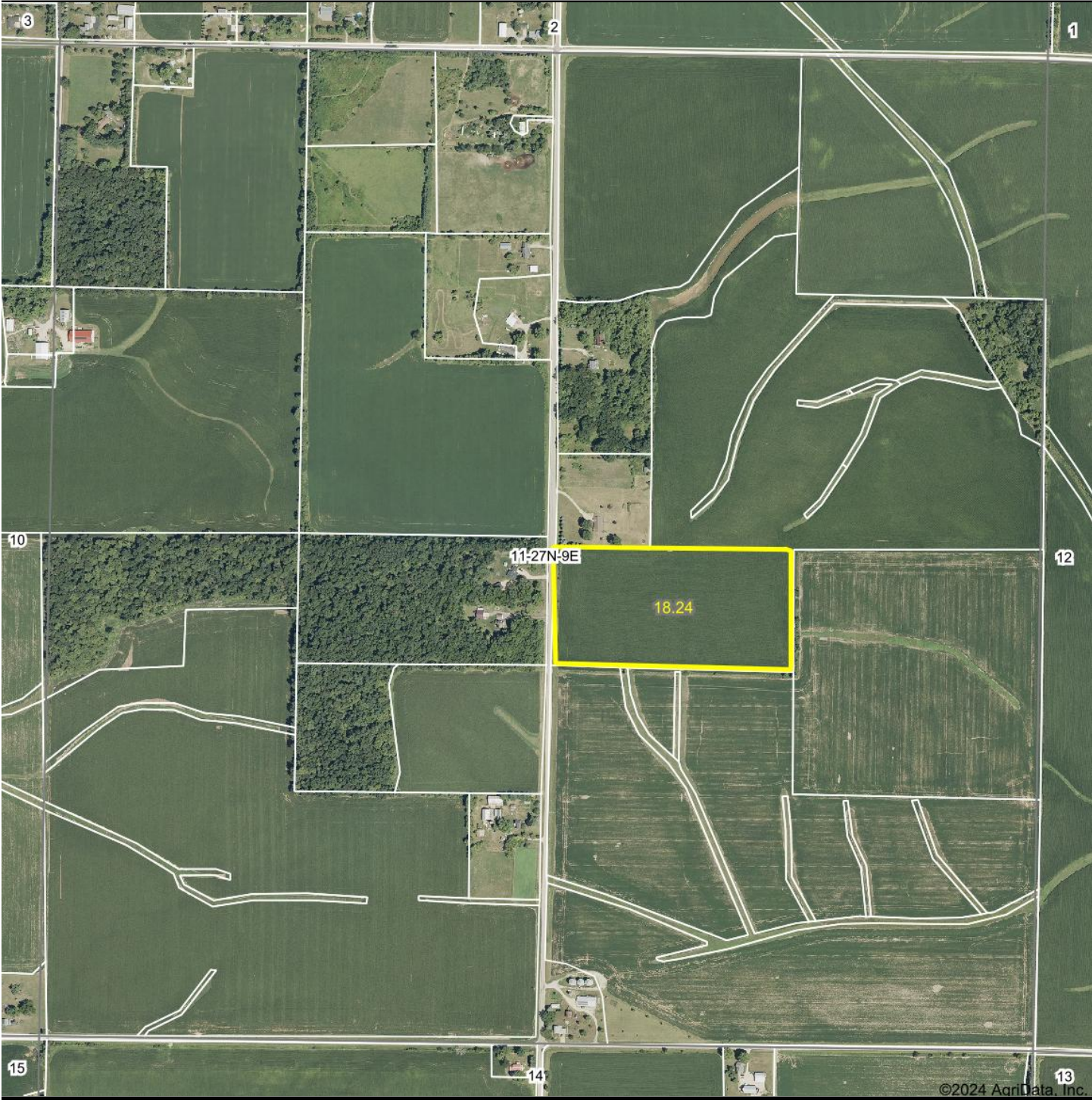
Table: Optimum Crop Productivity Ratings for Illinois Soil EFOTG are sourced from Bulletin 811 calculated Map Unit Base Yield Indices, and adjusted (Adj) for slope, erosion, flooding, and surface texture. Publication Date: 02-08-2023

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>

** Base indexes from Bulletin 811 adjusted for slope, erosion, flooding, and surface texture according to the Il. Soils EFOTG

*n: The aggregation method is "Weighted Average using all components"

Aerial Map



©2024 AgriData, Inc.



Boundary Center: 42° 21' 10.73, -89° 25' 28.72



11-27N-9E
Stephenson County
Illinois



Maps Provided By:
surety
 CUSTOMIZED ONLINE MAPPING
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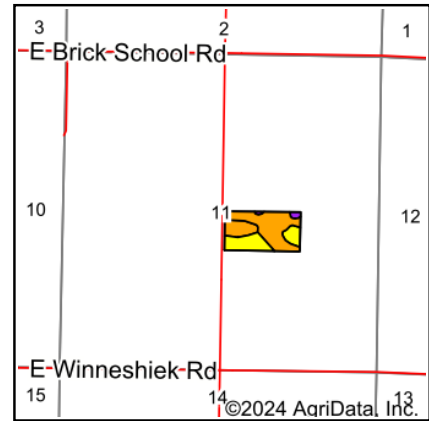
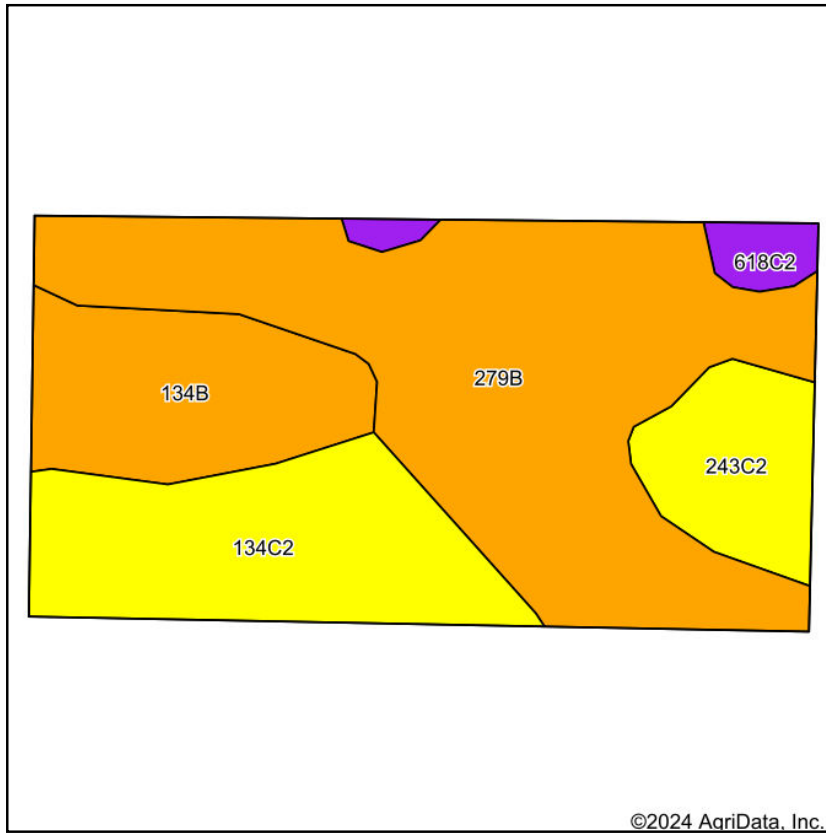
5/16/2024

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

All boundary lines and acreages are approximated

10 | Tract 2 - Soils Map

Soils Map



State: **Illinois**
 County: **Stephenson**
 Location: **11-27N-9E**
 Township: **Rock Run**
 Acres: **19**
 Date: **8/23/2024**



Soils data provided by USDA and NRCS.

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Area Symbol: IL177, Soil Area Version: 17

Code	Soil Description	Acres	Percent of field	Il. State Productivity Index Legend	Subsoil rooting a	Corn Bu/A	Soybeans Bu/A	Crop productivity index for optimum management	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains	*n NCCPI Soybeans
**279B	Rozetta silt loam, 2 to 5 percent slopes	9.49	50.0%		FAV	**161	**50	**118	87	87	75	78
**134C2	Camden silt loam, 5 to 10 percent slopes, eroded	4.15	21.8%		FAV	**154	**47	**111	84	84	66	66
**134B	Camden silt loam, 2 to 5 percent slopes	3.05	16.1%		FAV	**164	**50	**118	90	90	74	78
**243C2	St. Charles silt loam, 5 to 10 percent slopes, eroded	1.77	9.3%		FAV	**156	**48	**113	85	85	67	68
**618C2	Senachwine silt loam, 5 to 10 percent slopes, eroded	0.54	2.8%		FAV	**136	**44	**100	61	61	56	55
Weighted Average						158.8	49	115.5	*n 85.9	*n 85.9	*n 71.6	*n 73.8

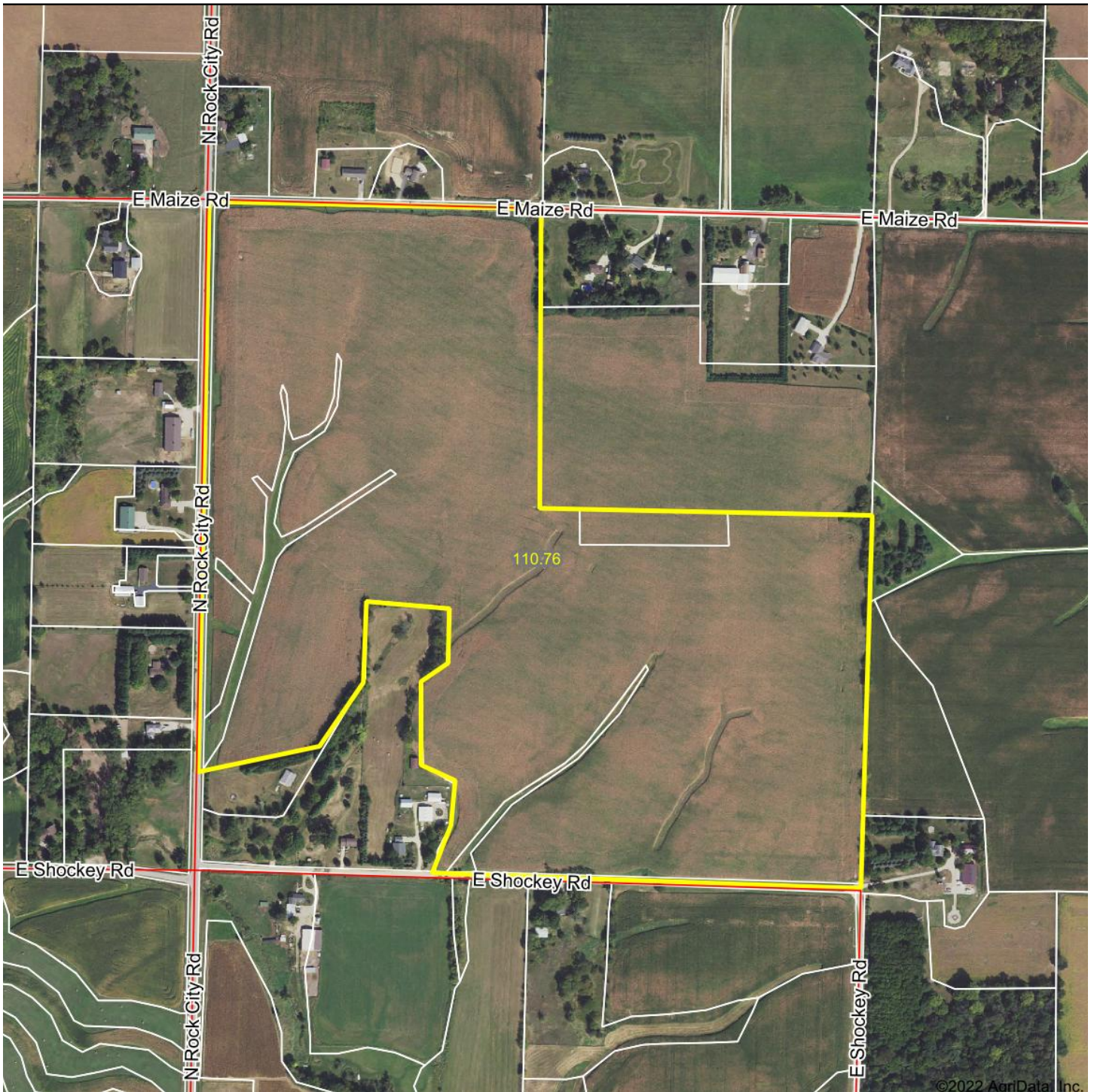
Table: Optimum Crop Productivity Ratings for Illinois Soil EFOTG are sourced from Bulletin 811 calculated Map Unit Base Yield Indices, and adjusted (Adj) for slope, erosion, flooding, and surface texture. Publication Date: 02-08-2023

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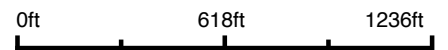
** Base indexes from Bulletin 811 adjusted for slope, erosion, flooding, and surface texture according to the Il. Soils EFOTG

*n: The aggregation method is "Weighted Average using all components"

Aerial Map



Map Center: 42° 19' 40.29, -89° 28' 14.24



21-27N-9E
Stephenson County
Illinois



11/14/2022

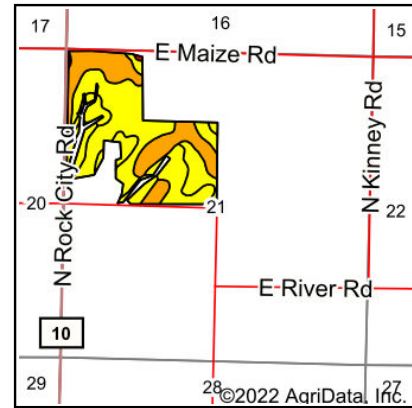
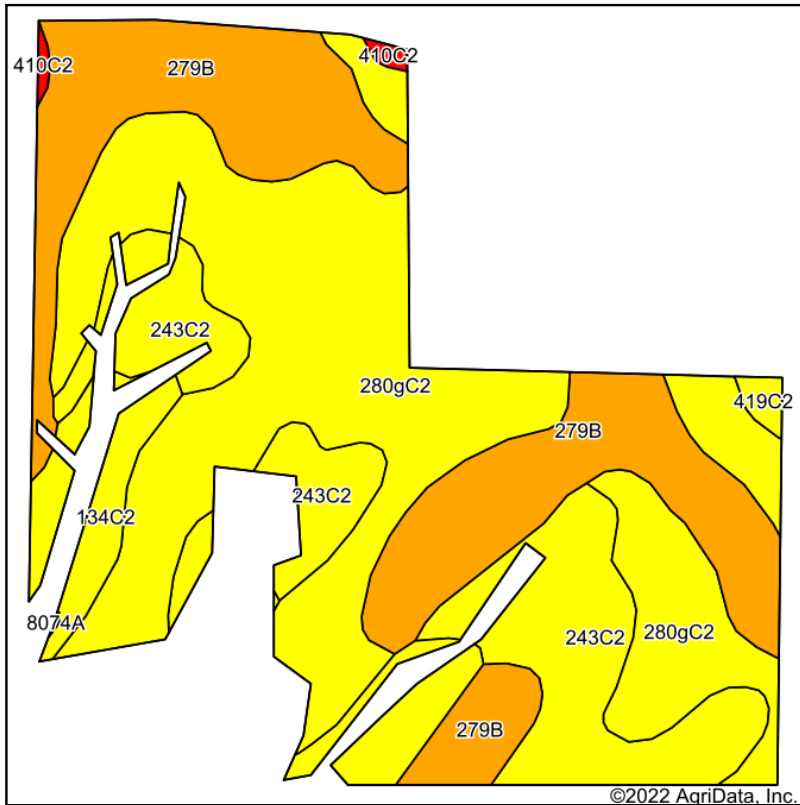


Field borders provided by Farm Service Agency as of 5/21/2008

All boundary lines and acreages are approximated

12 | Tract 3 - Soils Map

Soils Map



State: **Illinois**
 County: **Stephenson**
 Location: **20-27N-9E**
 Township: **Ridott**
 Acres: **100.09**
 Date: **11/14/2022**



Soils data provided by USDA and NRCS.

Area Symbol: IL177, Soil Area Version: 16								
Code	Soil Description	Acres	Percent of field	Il. State Productivity Index Legend	Subsoil rooting ^a	Corn Bu/A	Soybeans Bu/A	Crop productivity index for optimum management
**280gC2	Fayette silt loam, glaciated, 5 to 10 percent slopes, eroded	43.78	43.7%		FAV	**155	**49	**113
**279B	Rozetta silt loam, 2 to 5 percent slopes	29.39	29.4%		FAV	**162	**50	**119
**243C2	St. Charles silt loam, 5 to 10 percent slopes, eroded	19.06	19.0%		FAV	**156	**48	**113
**134C2	Camden silt loam, 5 to 10 percent slopes, eroded	6.92	6.9%		FAV	**154	**47	**111
**419C2	Flagg silt loam, 5 to 10 percent slopes, eroded	0.53	0.5%		FAV	**151	**48	**111
**410C2	Woodbine silt loam, 5 to 10 percent slopes, eroded	0.41	0.4%		FAV	**123	**40	**91
Weighted Average						157	48.9	114.5

Table: Optimum Crop Productivity Ratings for Illinois Soil by K.R. Olson and J.M. Lang, Office of Research, ACES, University of Illinois at Champaign-Urbana. Version: 1/2/2012 Amended Table S2 B811

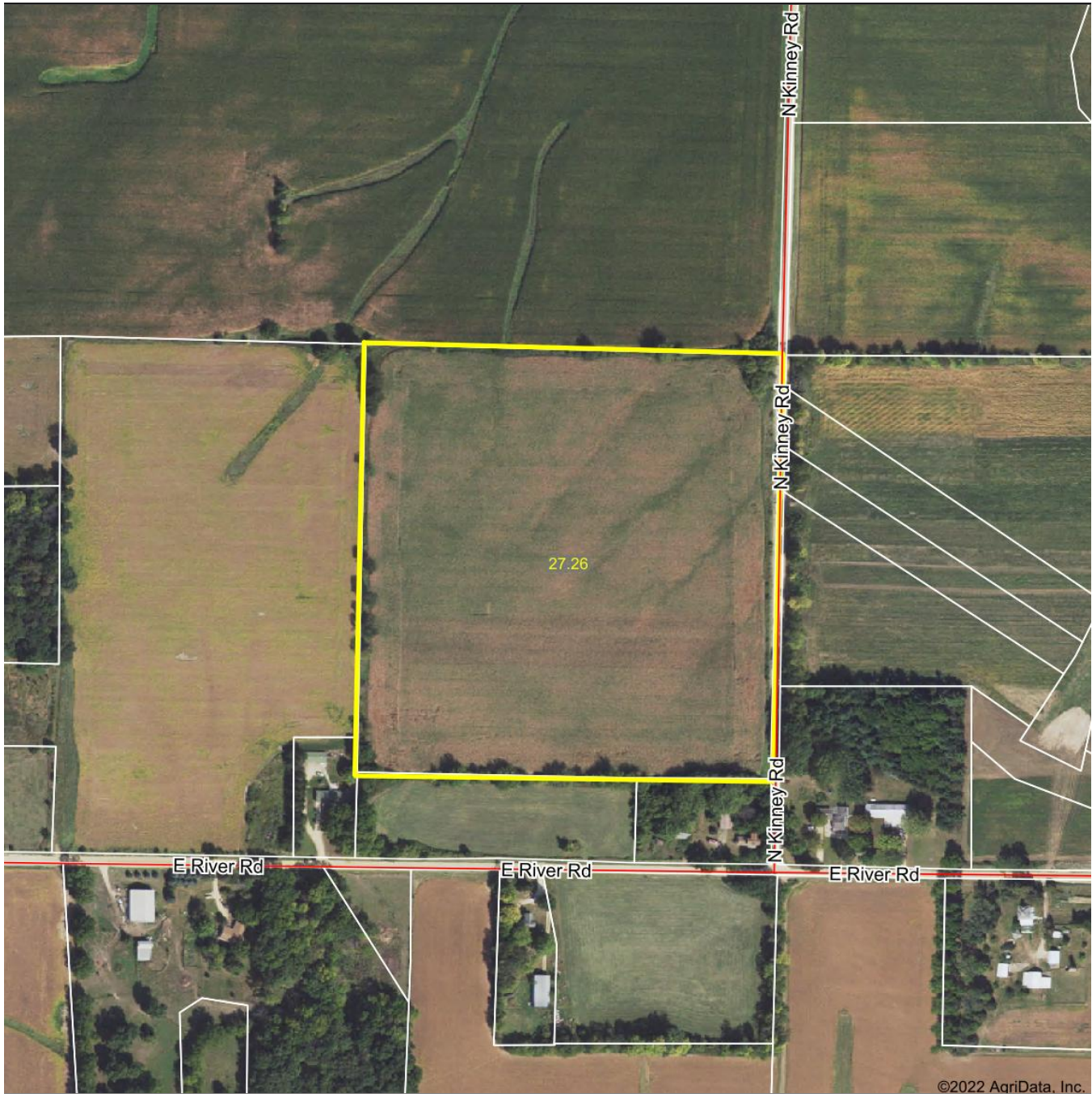
Crop yields and productivity indices for optimum management (B811) are maintained at the following NRES web site: <http://soilproductivity.nres.illinois.edu/>

** Indexes adjusted for slope and erosion according to Bulletin 811 Table S3

^a UNF = unfavorable; FAV = favorable

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

Aerial Map



Map Center: 42° 19' 22.41, -89° 27' 29.92



21-27N-9E
Stephenson County
Illinois



11/14/2022

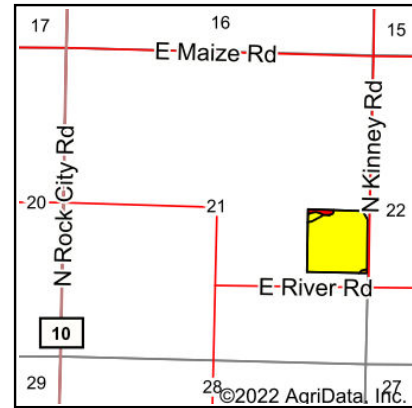
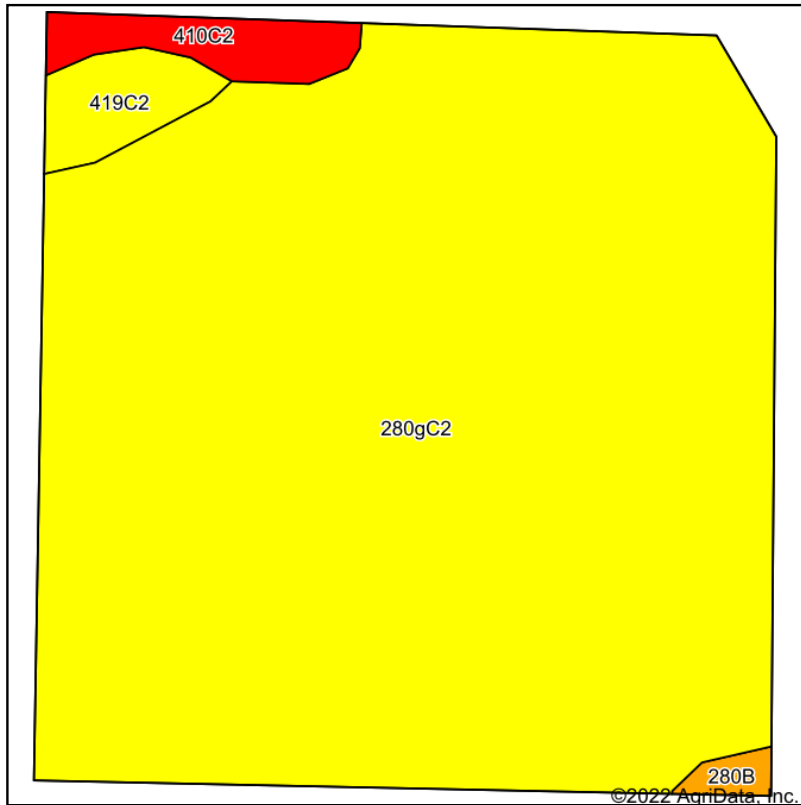


Field borders provided by Farm Service Agency as of 5/21/2008.

All boundary lines and acreages are approximated

14 | Tract 4 - Soils Map

Soils Map



State: **Illinois**
 County: **Stephenson**
 Location: **21-27N-9E**
 Township: **Ridott**
 Acres: **25.25**
 Date: **11/14/2022**



Area Symbol: IL177, Soil Area Version: 16								
Code	Soil Description	Acres	Percent of field	Il. State Productivity Index Legend	Subsoil rooting ^a	Corn Bu/A	Soybeans Bu/A	Crop productivity index for optimum management
**280gC2	Fayette silt loam, glaciated, 5 to 10 percent slopes, eroded	23.74	94.0%		FAV	**155	**49	**113
**410C2	Woodbine silt loam, 5 to 10 percent slopes, eroded	0.70	2.8%		FAV	**123	**40	**91
**419C2	Flagg silt loam, 5 to 10 percent slopes, eroded	0.66	2.6%		FAV	**151	**48	**111
**280B	Fayette silt loam, glaciated, 2 to 5 percent slopes	0.15	0.6%		FAV	**165	**52	**121
Weighted Average						154.1	48.7	112.4

Table: Optimum Crop Productivity Ratings for Illinois Soil by K.R. Olson and J.M. Lang, Office of Research, ACES, University of Illinois at Champaign-Urbana. Version: 1/2/2012 Amended Table S2 B811

Crop yields and productivity indices for optimum management (B811) are maintained at the following NRES web site: <http://soilproductivity.nres.illinois.edu/>

** Indexes adjusted for slope and erosion according to Bulletin 811 Table S3

^a UNF = unfavorable; FAV = favorable

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

Tax Information - Tract 1 | 15

6/3/24, 11:57 AM

Parcel Details for 061511200006

Disclaimer

Information on this site was derived from data which was compiled by the Stephenson County Assessor's office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of ownership of property. No warranties, expressed or implied, are provided for the accuracy of data herein, its use, or its interpretation.

Although it is periodically updated, this information may not reflect the data currently on file in the Assessor's office. The assessed values may NOT be certified values and therefore may be subject to change before being finalized for ad valorem assessment purposes.

Property Information		
Parcel Number 06-15-11-200-006	Site Address	Owner Name & Address
Tax Year 2023 (Payable 2024) ▼		
Sale Status None	Neighborhood Code	Land Use
Property Class 0021 - Rural Vac - Farmland	Tax Code 06008 -	Tax Status Taxable
Net Taxable Value 37,864	Tax Rate 8.031530	Total Tax \$3,041.06 Pay Taxes
Township Rock Run	Acres 104.3100	Mailing Address
Tract Number 1511200006	Lot Size	TIF Base Value 0
Legal Description SE NE & W1/2 NE SEC 11-27-9		

16 | Tax Information - Tract 1

6/3/24, 11:57 AM

Parcel Details for 061511200006

Assessments							
Level	Homesite	Dwelling	Farm Land	Farm Building	Mineral	Total	Partial Building
DOR Equalized	0	0	37,864	0	0	37,864	No
Department of Revenue	0	0	37,864	0	0	37,864	No
Board of Review Equalized	0	0	37,864	0	0	37,864	No
Board of Review	0	0	37,864	0	0	37,864	No
S of A Equalized	0	0	37,864	0	0	37,864	No
Supervisor of Assessments	0	0	37,864	0	0	37,864	No
Township Assessor	0	0	37,864	0	0	37,864	No
Prior Year Equalized	0	0	29,855	0	0	29,855	No

No Property Sketches

Billing			
	1st Installment (Due 07/19/2024)	2nd Installment (Due 09/13/2024)	Totals
Tax Billed	\$1,520.53	\$1,520.53	\$3,041.06
Penalty Billed	\$0.00	\$0.00	\$0.00
Cost Billed	\$0.00	\$0.00	\$0.00
Fees/Liens/SSA Billed	\$0.00	\$0.00	\$0.00
Total Billed	\$1,520.53	\$1,520.53	\$3,041.06
Amount Paid	\$0.00	\$0.00	\$0.00
Total Unpaid	\$1,520.53	\$1,520.53	\$3,041.06

Tax Information - Tract 1 | 17

6/3/24, 11:57 AM

Parcel Details for 061511200006

Payment History			
Tax Year	Total Billed	Total Paid	Amount Unpaid
2023	\$3,041.06	\$0.00	\$3,041.06
2022	\$2,546.12	\$2,546.12	\$0.00
2021	\$2,588.70	\$2,588.70	\$0.00

[Show 21 More](#)

No Exemptions

Farmland		
Land Type	Acres	EAV
CROPLAND	88.4700	36,578
OTHER FARMLAND	14.0100	1,286
RIGHT OF WAY	1.8300	0
Totals	104.3100	37,864

[Click to open Farmland Details](#)

No Genealogy Information

Parcel Owner Information			
Name	Tax Bill	Address	Document #
	Y		35398

No Redemptions

No Sales History Information

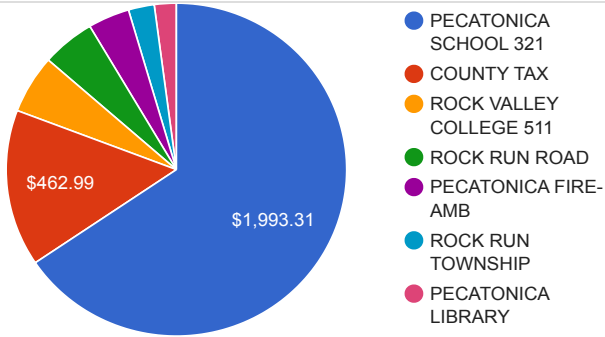
18 | Tax Information - Tract 1

6/3/24, 11:57 AM

Parcel Details for 061511200006

Taxing Bodies

District	Tax Rate	Extension
PECATONICA SCHOOL 321	5.264400	\$1,993.31
COUNTY TAX	1.222750	\$462.99
ROCK VALLEY COLLEGE 511	0.455220	\$172.36
ROCK RUN ROAD	0.406840	\$154.05
PECATONICA FIRE-AMB	0.317090	\$120.06
ROCK RUN TOWNSHIP	0.197500	\$74.78
PECATONICA LIBRARY	0.167730	\$63.51
TOTAL	8.031530	\$3,041.06



Tax Information- Tract 2 | 19

6/3/24, 11:55 AM

Parcel Details for 061511400001

Disclaimer

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Although it is periodically updated, this information may not reflect the data currently on file in the Assessor's office. The assessed values may NOT be certified values and therefore may be subject to change before being finalized for ad valorem assessment purposes.

Property Information		
Parcel Number 06-15-11-400-001	Site Address	Owner Name & Address
Tax Year 2023 (Payable 2024) ▼		
Sale Status None	Neighborhood Code	Land Use
Property Class 0021 - Rural Vac - Farmland	Tax Code 06008 -	Tax Status Taxable
Net Taxable Value 7,486	Tax Rate 8.031530	Total Tax \$601.24 Pay Taxes
Township Rock Run	Acres 20.0000	Mailing Address
Tract Number 1511400001	Lot Size	TIF Base Value 0
Legal Description N1/2 NW SE SEC 11-27-9		

20 | Tax Information- Tract 2

6/3/24, 11:55 AM

Parcel Details for 061511400001

Assessments							
Level	Homesite	Dwelling	Farm Land	Farm Building	Mineral	Total	Partial Building
DOR Equalized	0	0	7,486	0	0	7,486	No
Department of Revenue	0	0	7,486	0	0	7,486	No
Board of Review Equalized	0	0	7,486	0	0	7,486	No
Board of Review	0	0	7,486	0	0	7,486	No
S of A Equalized	0	0	7,486	0	0	7,486	No
Supervisor of Assessments	0	0	7,486	0	0	7,486	No
Township Assessor	0	0	7,486	0	0	7,486	No
Prior Year Equalized	0	0	5,769	0	0	5,769	No

No Property Sketches

Billing			
	1st Installment (Due 07/19/2024)	2nd Installment (Due 09/13/2024)	Totals
Tax Billed	\$300.62	\$300.62	\$601.24
Penalty Billed	\$0.00	\$0.00	\$0.00
Cost Billed	\$0.00	\$0.00	\$0.00
Fees/Liens/SSA Billed	\$0.00	\$0.00	\$0.00
Total Billed	\$300.62	\$300.62	\$601.24
Amount Paid	\$0.00	\$0.00	\$0.00
Total Unpaid	\$300.62	\$300.62	\$601.24

Tax Information - Tract 2 | 21

6/3/24, 11:55 AM

Parcel Details for 061511400001

Payment History			
Tax Year	Total Billed	Total Paid	Amount Unpaid
2023	\$601.24	\$0.00	\$601.24
2022	\$492.00	\$492.00	\$0.00
2021	\$500.22	\$500.22	\$0.00

[Show 21 More](#)

No Exemptions

Farmland		
Land Type	Acres	EAV
CROPLAND	18.6100	7,425
OTHER FARMLAND	0.9300	61
RIGHT OF WAY	0.4600	0
Totals	20.0000	7,486

[Click to open Farmland Details](#)

No Genealogy Information

Parcel Owner Information			
Name	Tax Bill	Address	Document #
	Y		35398

No Redemptions

No Sales History Information

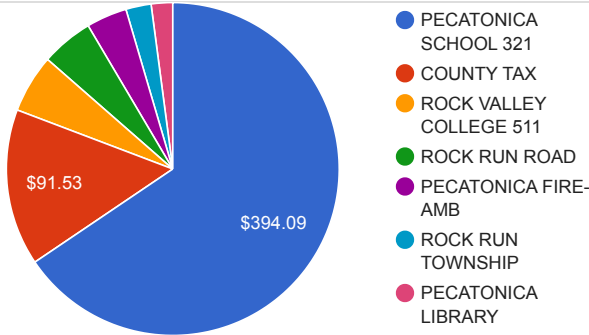
22 | Tax Information- Tract 2

6/3/24, 11:55 AM

Parcel Details for 061511400001

Taxing Bodies

District	Tax Rate	Extension
PECATONICA SCHOOL 321	5.264400	\$394.09
COUNTY TAX	1.222750	\$91.53
ROCK VALLEY COLLEGE 511	0.455220	\$34.08
ROCK RUN ROAD	0.406840	\$30.46
PECATONICA FIRE-AMB	0.317090	\$23.74
ROCK RUN TOWNSHIP	0.197500	\$14.78
PECATONICA LIBRARY	0.167730	\$12.56
TOTAL	8.031530	\$601.24



Tax Information- Tract 3 | 23

6/3/24, 11:59 AM

Parcel Details for 051521100003

Disclaimer

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Property Information		
Parcel Number 05-15-21-100-003	Site Address	Owner Name & Address
Tax Year 2023 (Payable 2024) ▼		
Sale Status None	Neighborhood Code	Land Use
Property Class 0021 - Rural Vac - Farmland	Tax Code 05010 -	Tax Status Taxable
Net Taxable Value 8,202	Tax Rate 8.375850	Total Tax \$687.00 Pay Taxes
Township Ridott	Acres 22.0000	Mailing Address
Tract Number 1521100003	Lot Size 22 ACRES M/L	TIF Base Value 0
Legal Description 4 5 6 E1/2 E1/2 NW1/4 SEC 21-27-9		

24 | Tax Information- Tract 3

6/3/24, 11:59 AM

Parcel Details for 051521100003

Assessments							
Level	Homesite	Dwelling	Farm Land	Farm Building	Mineral	Total	Partial Building
DOR Equalized	0	0	8,202	0	0	8,202	No
Department of Revenue	0	0	8,202	0	0	8,202	No
Board of Review Equalized	0	0	8,202	0	0	8,202	No
Board of Review	0	0	8,202	0	0	8,202	No
S of A Equalized	0	0	8,202	0	0	8,202	No
Supervisor of Assessments	0	0	8,202	0	0	8,202	No
Township Assessor	0	0	8,202	0	0	8,202	No
Prior Year Equalized	0	0	6,466	0	0	6,466	No

No Property Sketches

Billing			
	1st Installment (Due 07/19/2024)	2nd Installment (Due 09/13/2024)	Totals
Tax Billed	\$343.50	\$343.50	\$687.00
Penalty Billed	\$0.00	\$0.00	\$0.00
Cost Billed	\$0.00	\$0.00	\$0.00
Fees/Liens/SSA Billed	\$0.00	\$0.00	\$0.00
Total Billed	\$343.50	\$343.50	\$687.00
Amount Paid	\$0.00	\$0.00	\$0.00
Total Unpaid	\$343.50	\$343.50	\$687.00

Tax Information - Tract 3 | 25

6/3/24, 11:59 AM

Parcel Details for 051521100003

Payment History			
Tax Year	Total Billed	Total Paid	Amount Unpaid
2023	\$687.00	\$0.00	\$687.00
2022	\$576.46	\$576.46	\$0.00
2021	\$586.54	\$586.54	\$0.00

[Show 21 More](#)

No Exemptions

Farmland		
Land Type	Acres	EAV
CROPLAND	21.3000	8,187
OTHER FARMLAND	0.2500	15
RIGHT OF WAY	0.4500	0
Totals	22.0000	8,202

[Click to open Farmland Details](#)

No Genealogy Information

Parcel Owner Information			
Name	Tax Bill	Address	Document #
	Y		35396

No Redemptions

No Sales History Information

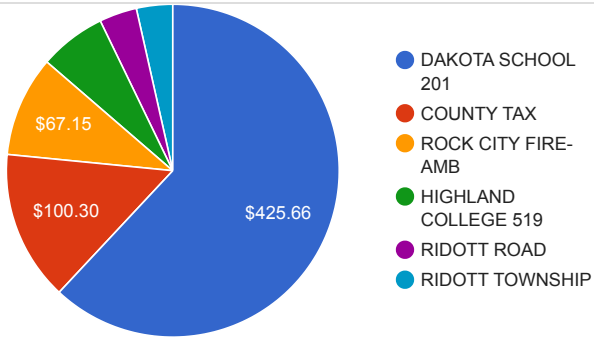
26 | Tax Information- Tract 3

6/3/24, 11:59 AM

Parcel Details for 051521100003

Taxing Bodies

District	Tax Rate	Extension
DAKOTA SCHOOL 201	5.189690	\$425.66
COUNTY TAX	1.222750	\$100.30
ROCK CITY FIRE-AMB	0.818670	\$67.15
HIGHLAND COLLEGE 519	0.543410	\$44.57
RIDOTT ROAD	0.306200	\$25.11
RIDOTT TOWNSHIP	0.295130	\$24.21
TOTAL	8.375850	\$687.00



Tax Information - Tract 3 | 27

6/3/24, 11:58 AM

Parcel Details for 051521100020

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Property Information		
Parcel Number 05-15-21-100-020	Site Address	Owner Name & Address
Tax Year 2023 (Payable 2024) ▼		
Sale Status None	Neighborhood Code	Land Use
Property Class 0011 - Rural Imp - Farm	Tax Code 05010 -	Tax Status Taxable
Net Taxable Value 30,818	Tax Rate 8.375850	Total Tax \$2,581.28 Pay Taxes
Township Ridott	Acres 88.7600	Mailing Address
Tract Number 1521100020	Lot Size 88.76 ACRES M/L	TIF Base Value 0
Legal Description PT W1/2 NW SEC 21-27-9		

28 | Tax Information- Tract 3

6/3/24, 11:58 AM

Parcel Details for 051521100020

Assessments							
Level	Homesite	Dwelling	Farm Land	Farm Building	Mineral	Total	Partial Building
DOR Equalized	0	0	30,471	347	0	30,818	No
Department of Revenue	0	0	30,471	347	0	30,818	No
Board of Review Equalized	0	0	30,471	347	0	30,818	No
Board of Review	0	0	30,471	347	0	30,818	No
S of A Equalized	0	0	30,471	347	0	30,818	No
Supervisor of Assessments	0	0	30,471	347	0	30,818	No
Township Assessor	0	0	30,471	347	0	30,818	No
Prior Year Equalized	0	0	24,018	347	0	24,365	No

Property Sketches

One Story Barn

#1 1900 8'

Tax Information - Tract 3 | 29

6/3/24, 11:58 AM

Parcel Details for 051521100020

Billing			
	1st Installment (Due 07/19/2024)	2nd Installment (Due 09/13/2024)	Totals
Tax Billed	\$1,290.64	\$1,290.64	\$2,581.28
Penalty Billed	\$0.00	\$0.00	\$0.00
Cost Billed	\$0.00	\$0.00	\$0.00
Fees/Liens/SSA Billed	\$0.00	\$0.00	\$0.00
Total Billed	\$1,290.64	\$1,290.64	\$2,581.28
Amount Paid	\$0.00	\$0.00	\$0.00
Total Unpaid	\$1,290.64	\$1,290.64	\$2,581.28

Payment History			
Tax Year	Total Billed	Total Paid	Amount Unpaid
2023	\$2,581.28	\$0.00	\$2,581.28
2022	\$2,172.16	\$2,172.16	\$0.00
2021	\$2,210.20	\$2,210.20	\$0.00

[Show 21 More](#)

No Exemptions

Farmland		
Land Type	Acres	EAV
CROPLAND	78.1900	30,049
OTHER FARMLAND	6.8100	422
RIGHT OF WAY	3.7600	0
Totals	88.7600	30,471

[Click to open Farmland Details](#)

30 | Tax Information- Tract 3

6/3/24, 11:58 AM

Parcel Details for 051521100020

No Genealogy Information

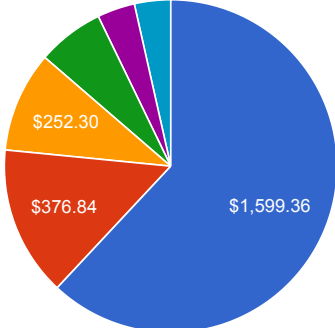
Parcel Owner Information			
Name	Tax Bill	Address	Document #
	Y		35396

No Redemptions

No Sales History Information

Taxing Bodies

District	Tax Rate	Extension
DAKOTA SCHOOL 201	5.189690	\$1,599.36
COUNTY TAX	1.222750	\$376.84
ROCK CITY FIRE-AMB	0.818670	\$252.30
HIGHLAND COLLEGE 519	0.543410	\$167.47
RIDOTT ROAD	0.306200	\$94.36
RIDOTT TOWNSHIP	0.295130	\$90.95
TOTAL	8.375850	\$2,581.28



- DAKOTA SCHOOL 201
- COUNTY TAX
- ROCK CITY FIRE-AMB
- HIGHLAND COLLEGE 519
- RIDOTT ROAD
- RIDOTT TOWNSHIP

Tax Information - Tract 4 | 31

6/3/24, 11:58 AM

Parcel Details for 051521400003

Disclaimer

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Property Information		
Parcel Number 05-15-21-400-003	Site Address	Owner Name & Address
Tax Year 2023 (Payable 2024) ▼		
Sale Status None	Neighborhood Code	Land Use
Property Class 0021 - Rural Vac - Farmland	Tax Code 05010 -	Tax Status Taxable
Net Taxable Value 8,984	Tax Rate 8.375850	Total Tax \$752.50 Pay Taxes
Township Ridott	Acres 27.2600	Mailing Address
Tract Number 1521400003	Lot Size 27.26 ACRES M/L	TIF Base Value 0
Legal Description E30 A NE SE SEC 21-27-9		

32 | Tax Information- Tract 4

6/3/24, 11:58 AM

Parcel Details for 051521400003

Assessments							
Level	Homesite	Dwelling	Farm Land	Farm Building	Mineral	Total	Partial Building
DOR Equalized	0	0	8,984	0	0	8,984	No
Department of Revenue	0	0	8,984	0	0	8,984	No
Board of Review Equalized	0	0	8,984	0	0	8,984	No
Board of Review	0	0	8,984	0	0	8,984	No
S of A Equalized	0	0	8,984	0	0	8,984	No
Supervisor of Assessments	0	0	8,984	0	0	8,984	No
Township Assessor	0	0	8,984	0	0	8,984	No
Prior Year Equalized	0	0	6,998	0	0	6,998	No

No Property Sketches

Billing			
	1st Installment (Due 07/19/2024)	2nd Installment (Due 09/13/2024)	Totals
Tax Billed	\$376.25	\$376.25	\$752.50
Penalty Billed	\$0.00	\$0.00	\$0.00
Cost Billed	\$0.00	\$0.00	\$0.00
Fees/Liens/SSA Billed	\$0.00	\$0.00	\$0.00
Total Billed	\$376.25	\$376.25	\$752.50
Amount Paid	\$0.00	\$0.00	\$0.00
Total Unpaid	\$376.25	\$376.25	\$752.50

Tax Information - Tract 4 | 33

6/3/24, 11:58 AM

Parcel Details for 051521400003

Payment History			
Tax Year	Total Billed	Total Paid	Amount Unpaid
2023	\$752.50	\$0.00	\$752.50
2022	\$623.88	\$623.88	\$0.00
2021	\$634.80	\$634.80	\$0.00

[Show 21 More](#)

No Exemptions

Farmland		
Land Type	Acres	EAV
CROPLAND	23.9800	8,828
OTHER FARMLAND	2.5100	156
RIGHT OF WAY	0.7700	0
Totals	27.2600	8,984

[Click to open Farmland Details](#)

No Genealogy Information

Parcel Owner Information			
Name	Tax Bill	Address	Document #
	Y		35396

No Redemptions

No Sales History Information

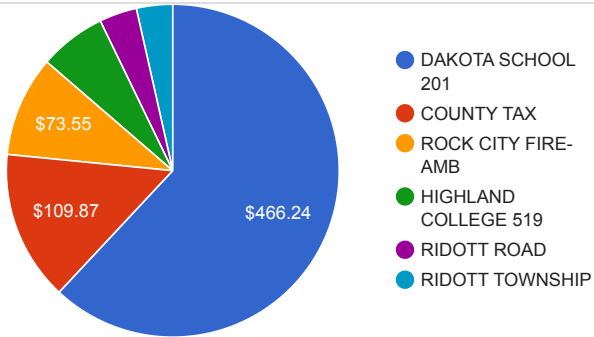
34 | Tax Information- Tract 4

6/3/24, 11:58 AM

Parcel Details for 051521400003

Taxing Bodies

District	Tax Rate	Extension
DAKOTA SCHOOL 201	5.189690	\$466.24
COUNTY TAX	1.222750	\$109.87
ROCK CITY FIRE-AMB	0.818670	\$73.55
HIGHLAND COLLEGE 519	0.543410	\$48.82
RIDOTT ROAD	0.306200	\$27.51
RIDOTT TOWNSHIP	0.295130	\$26.51
TOTAL	8.375850	\$752.50



ILLINOIS
STEPHENSON
Form: FSA-156EZ



FARM : 6741
Prepared : 5/3/24 7:49 AM CST
Crop Year : 2024

See Page 3 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name :
CRP Contract Number(s) : None
Recon ID : 17-177-2007-38
Transferred From : None
ARCPLC G/WF Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
281.45	245.88	247.28	0.00	0.00	0.00	0.00	0.0	Active	3
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD	
0.00	0.00	247.28	0.00		0.00	0.00	1.40	0.00	

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	CORN	None

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	242.90	0.00	164	
TOTAL	242.90	0.00		

NOTES

Tract Number : 1953

Description : P7 SEC 11 ROCK RUN T27NR9E
FSA Physical Location : ILLINOIS/STEPHENSON
ANSI Physical Location : ILLINOIS/STEPHENSON
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract contains a wetland or farmed wetland
WL Violations : None
Owners :
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
131.66	112.38	112.38	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	112.38	0.00	0.00	0.00	0.00	0.00

36 | FSA 156 - TRACT 3+4

ILLINOIS
STEPHENSON
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 6741
Prepared : 5/3/24 7:49 AM CST
Crop Year : 2024

Tract 1953 Continued ...

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	109.70	0.00	164
TOTAL	109.70	0.00	

NOTES

Tract Number : 2240

Description : N8 SEC 21 RIDOTT T27NR9E
FSA Physical Location : ILLINOIS/STEPHENSON
ANSI Physical Location : ILLINOIS/STEPHENSON
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners :
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
26.69	26.69	26.69	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	26.69	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	26.60	0.00	164
TOTAL	26.60	0.00	

NOTES

Tract Number : 5703

Description : SEC 21 RIDOTT T27N R9E
FSA Physical Location : ILLINOIS/STEPHENSON
ANSI Physical Location : ILLINOIS/STEPHENSON
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Wetland determinations not complete

ILLINOIS STEPHENSON Form: FSA-156EZ	 United States Department of Agriculture Farm Service Agency Abbreviated 156 Farm Record	FARM : 6741 Prepared : 5/3/24 7:49 AM CST Crop Year : 2024
---	--	--

Tract 5703 Continued ...

WL Violations : None
 Owners :
 Other Producers : None
 Recon ID : 17-177-2010-22

Tract Land Data							
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
123.10	106.81	108.21	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	108.21	0.00	0.00	0.00	1.40	0.00

DCP Crop Data			
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	106.60	0.00	164
TOTAL	106.60	0.00	

NOTES

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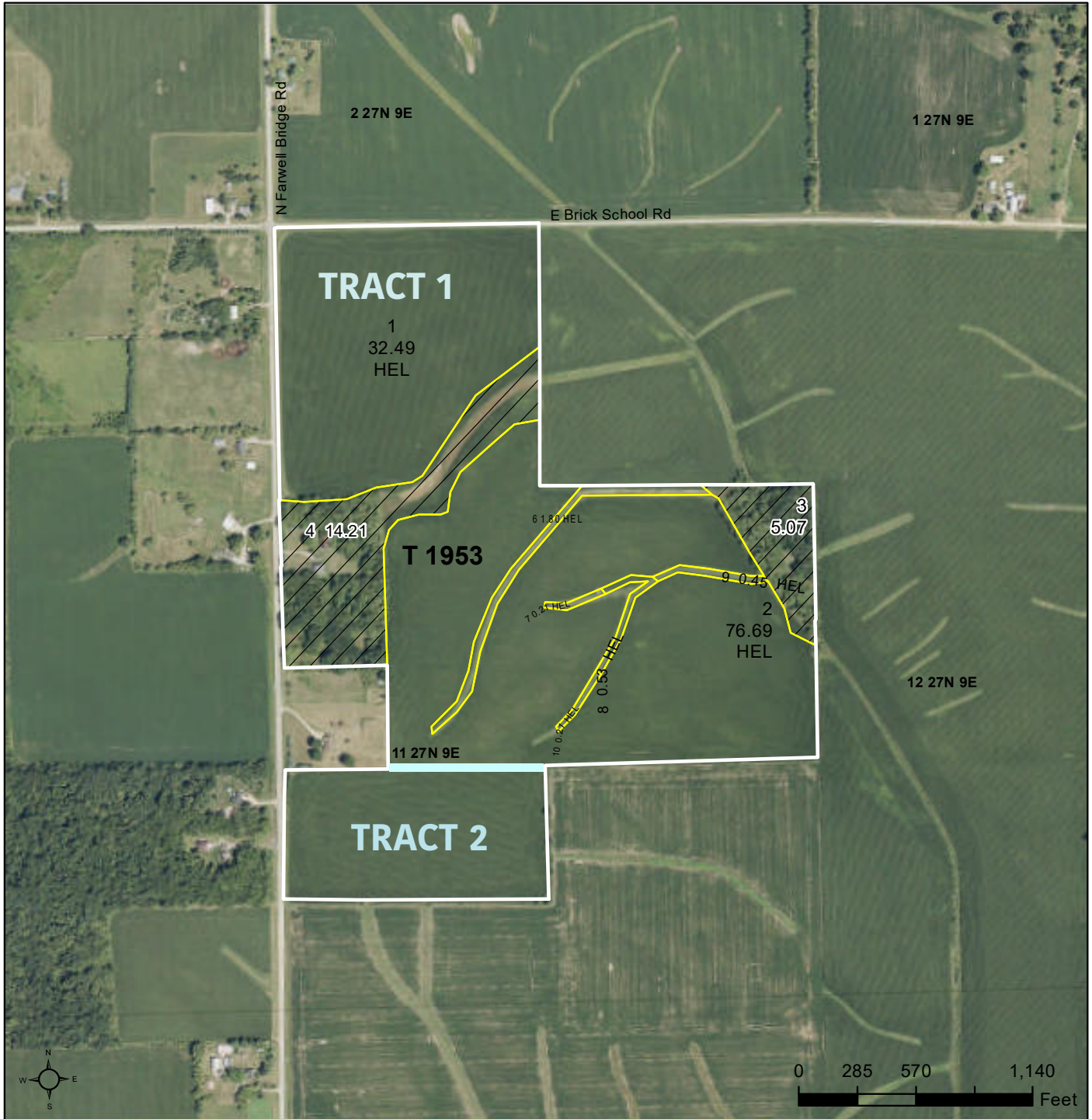
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To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide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

38 | FSA 156 - TRACT 1 + 2



Stephenson County, Illinois



Legend

- Tract Boundary
- Non-Cropland
- Cropland
- CRP

Wetland Determination Identifiers

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

2024 Program Year
Map Created April 19, 2024

Farm 6741
Tract 1953

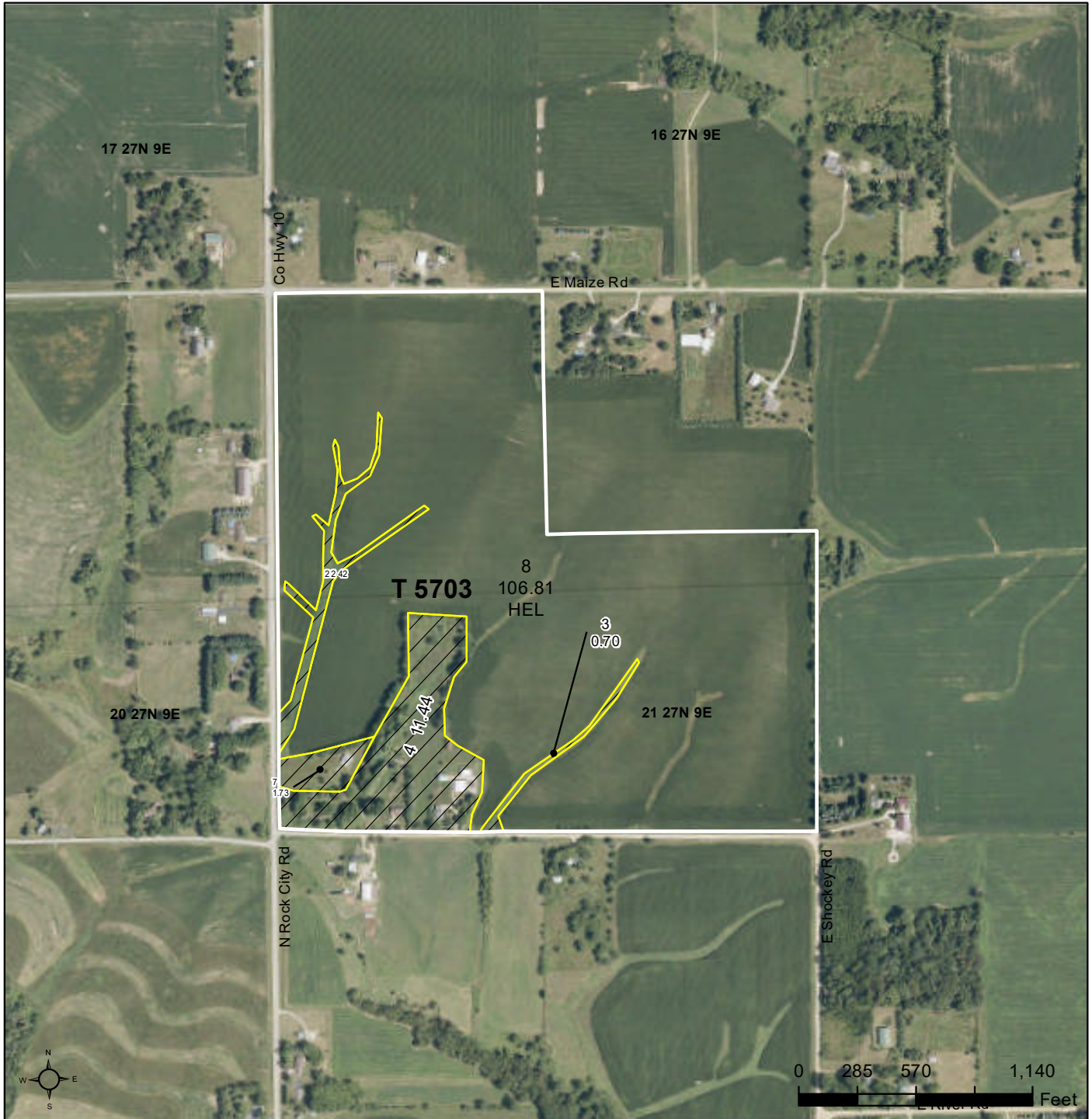
Tract Cropland Total: 112.38 acres

IL177_T1953

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Stephenson County, Illinois



Legend

- Tract Boundary
- Non-Cropland
- Cropland
- CRP

Wetland Determination Identifiers

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

2024 Program Year

Map Created April 19, 2024

Farm 6741
Tract 5703

Tract Cropland Total: 106.81 acres

IL177_T5703

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40 | FSA 156 - TRACT 4



Stephenson County, Illinois



Legend

- Tract Boundary
- Non-Cropland
- Cropland
- CRP

Wetland Determination Identifiers

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

2024 Program Year

Map Created April 19, 2024

Farm 6741
Tract 2240

Tract Cropland Total: 26.69 acres

IL177_T2240

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IL-ENG-22
4/71
(No File Code)

UNITED STATES DEPARTMENT OF AGRICULTURE
Soil Conservation Service

DRAIN RECORD

Landowner _____ Address _____
Job location: Section 21 Township Ridott County Stephenson

DRAIN INSTALLED
Manufactured By

S.P. RINGFIELD

	Clay	Concrete	Plastic	Other (describe)
_____ ft. of 4"			/	
<u>315</u> ft. of 5"			/	
<u>1364</u> ft. of 6"				
_____ ft. of 8"				
_____ ft. of ___"				

Flattest grade in main line has _____ feet of fall in 100-foot length. Minimum earth cover over any tile is _____ feet.

Outlet: (Check one)

Existing _____" tile line

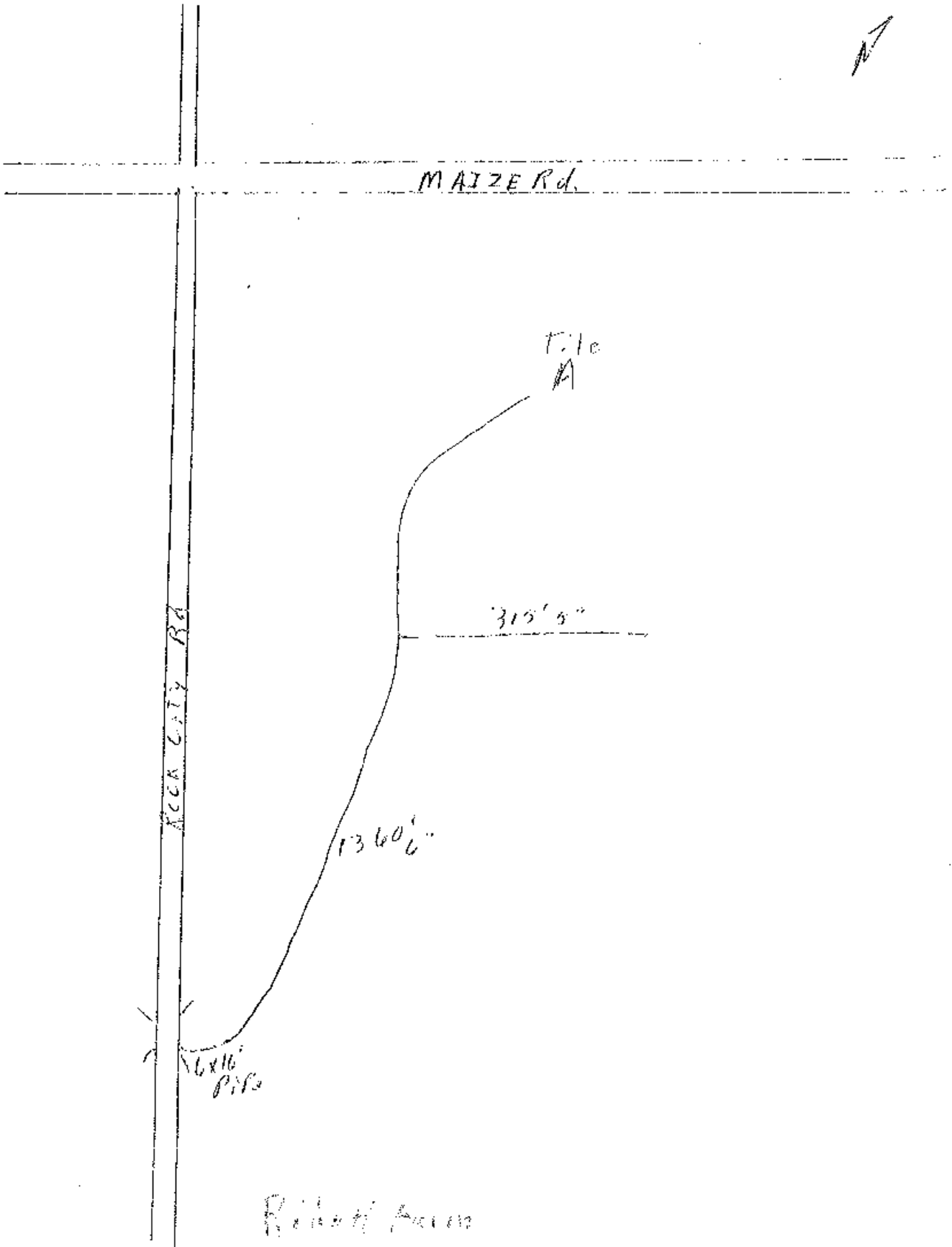
Open ditch, using 16 feet of 6" diameter corr pipe, which is _____ feet higher than low water level in ditch. Animal guard installed y.e.s.

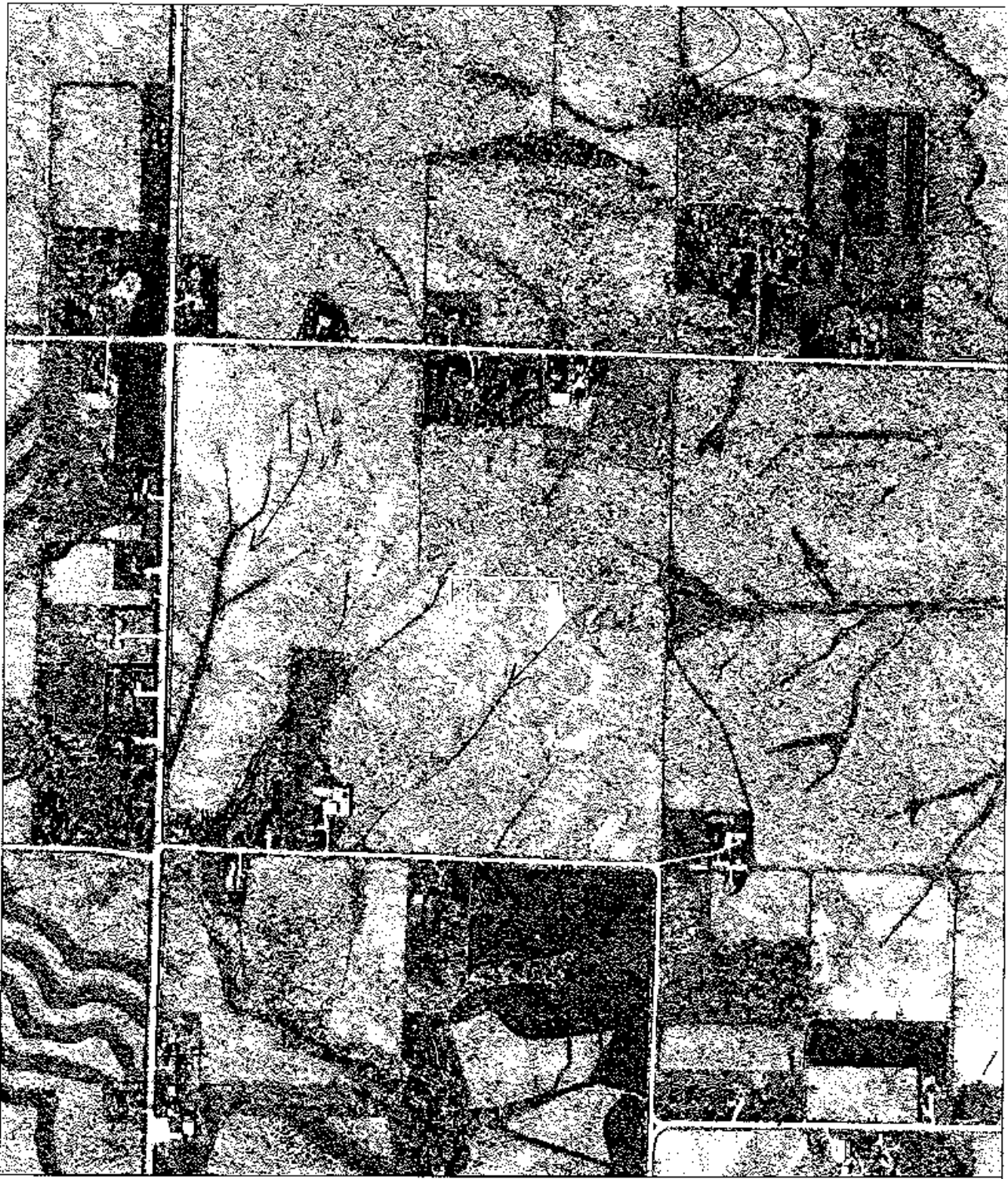
Pump

Note location and type of any special construction features used (such as filters, inlets, breathers, etc.), or usual soil conditions found: _____

This job meets SCS standards and specifications, and was completed on 5-19-71
by Kenneth C. [Signature] _____ (Date)
(Certifier's Signature) (Title)

42 | TILE MAP - TRACT 3





Farm: 4684
Tract: 4304

0 400 800 1200 1600 Feet



Pidett Farm



Scale 1:7920

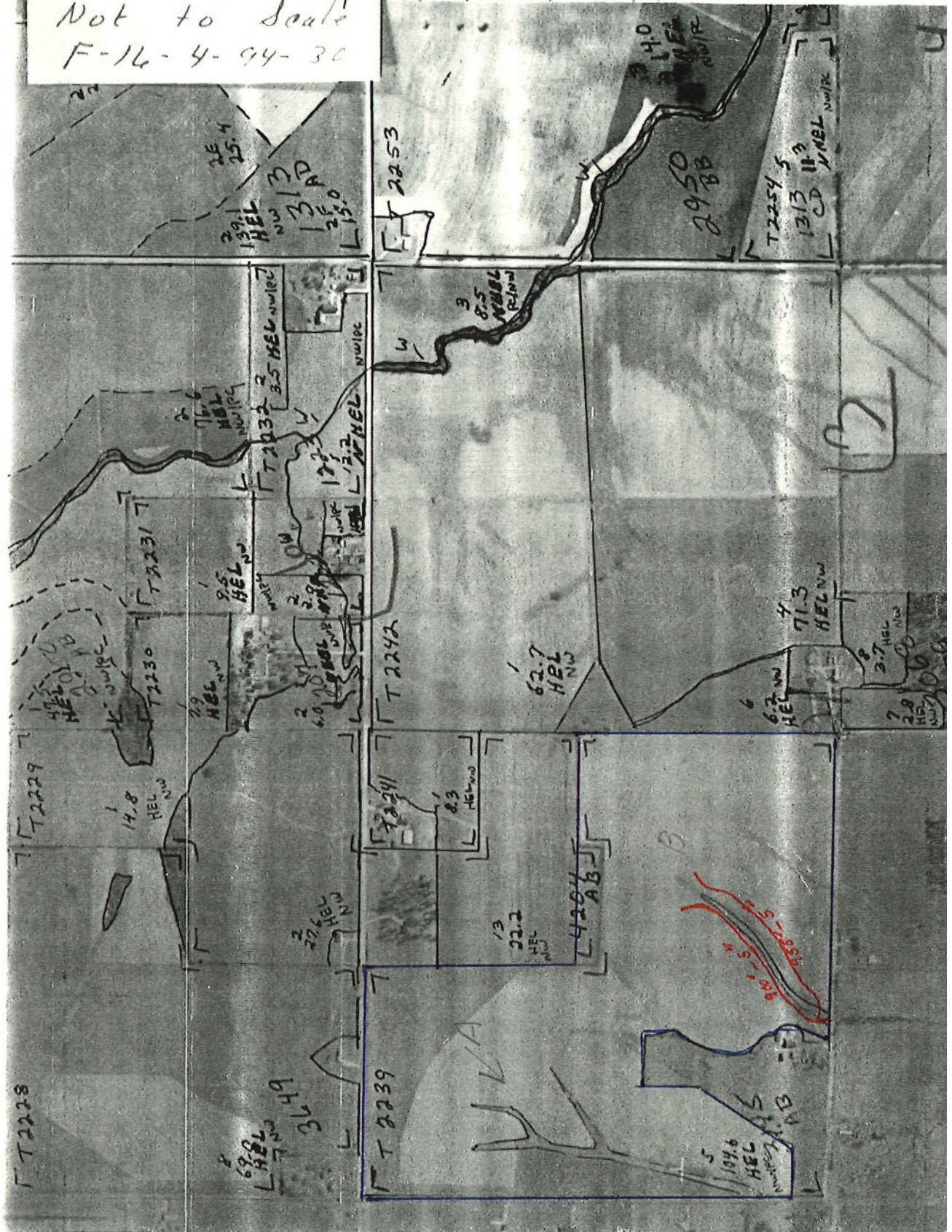
This map is for FSA program purposes only.

Qu_a_j1177.shp

Printed: Jun 3, 2005

Tile Map
Not to Scale
F-14-4-94-30

Pido H FARM



IL-ENG-22
4-71
(No File Code)

U.S. Department of Agriculture
Soil Conservation Service

DRAIN RECORD

Landowner: _____ Address: _____
 Job Location: Section 21 Township R10077 County STEPHENSON

DRAIN INSTALLED
Manufactured by

SPRINGFIELD

	Clay	Concrete	Plastic	Other (describe)
_____ ft. of 4"				
<u>1855</u> ft. of 5"			✓	
_____ ft. of 6"				
_____ ft. of 8"				
_____ ft. of _____"				

Flattest grade in main line has 5/10 feet of fall in 100-foot length. Minimum earth cover over any tile is 2 feet.

Outlet: (Check one)

Existing _____" tile line

Open ditch, using 16 feet of 6" diameter ^{CMP} pipe, which is _____ feet higher than low water level in ditch. Animal guard installed _____.

Pump

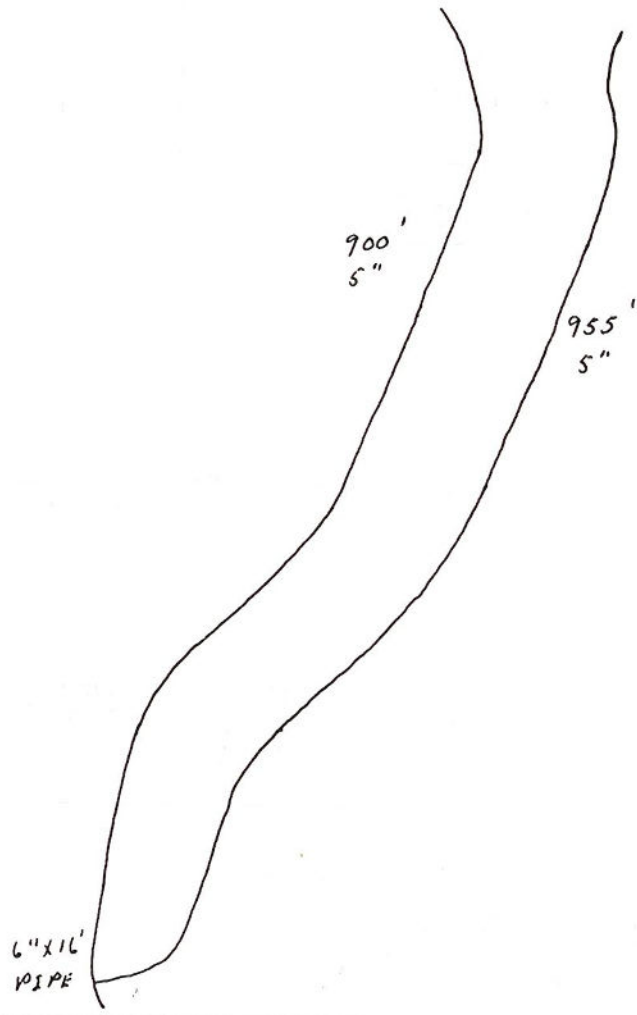
Note location and type of any special construction features used (such as filters, inlets, breathers, etc.), or usual soil conditions found: _____

Began on Shokey Rd, then north on each side of waterway

This job meets SCS standards and specifications, and was completed on 8-2-95
 by [Signature] _____ (Date)
 (Certifier's Signature) (Title)

46 | TILE MAP - TRACT 3

↑
N



SHOCKEY RD

PRELIMINARY TITLE COMMITMENT - TRACT 1 | 47

Security First Title Co.
205 West Stephenson Street
Freeport, IL 61032

Phone (815)235-2900 Fax (815)235-9955

"WHERE THE SECURITY OF YOUR HOME BEGINS WITH THE TITLE"

INVOICE

CASE NUMBER: 2024-2489S

Address: Farwell Bridge Road (Survey Parcel A), Rock City, IL 61070

To: Shockey & Cox, LLC Attn: Attorney Dave Shockey
208 West Stephenson Street, Suite 101
Freeport, IL 61032

Date: September 24, 2024

	Seller's Charges	Buyer's Charges	Total Charges
Owner's Policy \$50,000.00	\$ 425.00		\$425.00
Mortgage Policy \$			\$
Closing Fee \$			\$
State of Illinois Title Policy Fee	\$ 3.00		\$ 3.00
Search, Exam & County Copy Fee	\$ 225.00		\$ 225.00
Later Date Search Fee	\$ 75.00		\$ 75.00
			<hr/>
			\$728.00

(STEPHENSON COUNTY, ILLINOIS)

NOTE: INVOICE SUBJECT TO: WIRE FEE (\$15.00), EMAIL FEE (\$25.00), COURIER FEE (\$25.00 PER PACKAGE).

PURCHASER:

Purchaser with Contractural
Rights

SELLER:

Phil A. Hayunga Living Trust
dated November 19, 2002

NOTE: EFFECTIVE JANUARY 1, 2010, PURSUANT TO PUBLIC ACT 096-0645, SFTC REQUIRES INCOMING FUNDS OF \$50,000 OR GREATER FROM ANY SINGLE PARTY TO BE WIRED FUNDS AND INCOMING FUNDS LESS THAN \$50,000 TO BE EITHER WIRED FUNDS OR IN THE FORM OF CERTIFIED OR CASHIERS CHECKS, BANK MONEY ORDERS, OFFICIAL BANK CHECKS OR TELLER'S CHECKS MADE PAYABLE TO SECURITY FIRST TITLE COMPANY.

E-mail us at Sec1Title@aol.com or visit us on the web at www.securityfirsttitleco.com

Serving all of your title insurance needs for the entire STATES of ILLINOIS, IOWA, AND WISCONSIN.
We close transactions 7 days a week at our office or any outside location.

THANK YOU FOR YOUR BUSINESS!

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
CHICAGO TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

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 A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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- 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.

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American Land Title Association

Commitment for Title Insurance
(07-01-2021)

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- 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.
- 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

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(2024-2489S.PFD/2024-2489S/4)

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American Land Title Association

Commitment for Title Insurance
(07-01-2021)

purpose.

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American Land Title Association

Commitment for Title Insurance
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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.

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(2024-2489S.PFD/2024-2489S/4)

PRELIMINARY TITLE COMMITMENT - TRACT 1 | 53

American Land Title Association

Commitment for Title Insurance
(07-01-2021)

Chicago Title Insurance Company

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

Issuing Agent: Security First Title Co.
Issuing Office: 205 West Stephenson Street, Freeport, IL 61032
Issuing Office's ALTA® Registry ID:
Loan ID No.:
Commitment No.: 2024-2489S
Issuing Office File No.: 2024-2489S
Property Address: Farwell Bridge Road (Survey Parcel A), Rock City, IL 61070

SCHEDULE A

1. Commitment Date: September 12, 2024 at 08:00 AM
2. Policy to be issued:
 - a. (2021 ALTA Owner's Policy)
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner, identified at Item 4, below.
Proposed Amount of Insurance: \$ 50,000.00
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:

Phil A. Hayunga, as Trustee of the Phil A. Hayunga Living Trust dated November 19, 2002.

5. The Land is described as follows:

A part of the Northeast Quarter (1/4) of Section 11, Township 27 North, Range 9 East of the Fourth Principal Meridian, Stephenson County, Illinois, more particularly described as follows: Beginning at an iron rod at the Southeast corner of the Northeast Quarter (1/4) of said Section 11; thence South 88 degrees 36 minutes 58 seconds West, along the South line thereof, a distance of 2105.21 feet to the Southeast corner of the parcel of land described on a Warranty Deed recorded as Document No. 9862552 in the Office of the Stephenson County Recorder; thence North 01 degrees 59 minutes 55 seconds West, along the East line thereof, also the East line of the parcel of land described on a Warranty Deed recorded as Document No. 201700160923 in said Stephenson County Recorder's Office, a distance of 1347.91 feet to an iron rod at the Northeast corner thereof; thence South 77 degrees 13 minutes 00 seconds West, along the North line of said parcel described in Document No. 201700160923, a distance of 185.84 feet (186.10 feet deeded) to an iron rod; thence South 86 degrees 53 minutes 50 seconds West, along said North line, a distance of 328.39 feet (328.26 feet deeded) to the West line of the Northeast Quarter (1/4) of said Section 11; thence North 01 degrees 28 minutes 19 seconds West, along said West line, a distance of 1348.26 feet to a survey nail at the Northwest corner thereof; thence North 88 degrees 43 minutes 07 seconds East, along the North line of the Northwest Quarter (1/4) of said Northeast Quarter (1/4) of Section 11, a distance of 1319.21 feet to the Northeast corner thereof; thence South 01 degrees 21 minutes 38 seconds East, along the East line of said Northwest Quarter (1/4) of the Northeast

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(2024-2489S.PFD/2024-2489S/4)

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American Land Title Association

Commitment for Title Insurance
(07-01-2021)

SCHEDULE A (Continued)

Quarter (1/4) of Section 11, a distance of 1323.57 feet to an iron rod at the Southeast corner thereof; thence North 88 degrees 40 minutes 03 seconds East, along the North line of the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section 11, a distance of 1316.63 feet to an iron rod at the Northeast corner thereof; thence South 01 degrees 14 minutes 54 seconds East, along the East line of said Southeast Quarter (1/4) of the Northeast Quarter (1/4) of Section 11, a distance of 1322.40 feet to the Point of Beginning; situated in the Township of Rock Run, County of Stephenson and State of Illinois.

Security First Title Co.

By: 

Security First Title Co.

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(2024-2489S.PFD/2024-2489S/4)

American Land Title Association

Commitment for Title Insurance
(07-01-2021)

Chicago Title Insurance Company

SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. 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. You are advised that the "Good Funds" section of the Title Insurance Act, (215 ILCS 155/26), became effective January 1, 2010. This statute places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact our 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 the following:
 - A) A certification of trust executed by the trustee, 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 trustee, in his or her sole discretion, may deliver to the company a full copy of the trust agreement together with all amendments thereto.The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
10. Properly executed and recordable Trustee's Deed, accompanied by affidavits and declarations, if appropriate, from Phil A. Hayunga, as Trustee of the Phil A. Hayunga Living Trust dated November 19, 2002 conveying fee simple title to a Purchaser with contractual rights under a purchase agreement with the vested owner, identified on Schedule A at Item 4.

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(2024-2489S.PFD/2024-2489S/5)

SCHEDULE B (Continued)

11. 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.
12. The search did not disclose any open mortgages of record, thereof the Company reserves the right to require further evidence to confirm that the Land is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence. To delete this requirement, the title agent must confirm with the owner that the Land is free and clear of mortgages and include such a recitation in the title affidavit.

SCHEDULE B, PART II - Exceptions

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

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

1. Rights or claims of parties in possession not shown by the public records.
2. The effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Easements or claims of easements not recorded in 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.

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PRELIMINARY TITLE COMMITMENT - TRACT 1 | 57

American Land Title Association

Commitment for Title Insurance
(07-01-2021)

SCHEDULE B (Continued)

8. Taxes for the year 2024 and subsequent years. None yet due or payable.

TAX CODE: 06-15-11-200-006
TAX AMOUNT: \$ 3,041.06

9. Title to that part of the insured premises lying within the bounds of any public or private road or highway.
10. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
11. Rights of the Public, State of Illinois, the County, the Township and the Municipality in and to that part of the premises in question taken, used or dedicated for roads and highways, including but not limited to Book 8 of Dedications, pages 52 and 55.
12. Existing unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through and under the lessees.
13. Financing Statements, if any.
14. Terms, powers, provisions and limitations of the trust under which title to the land is held.
15. "The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction."
16. In the event of a partial loss, the Insured shall be a co-insurer, and only such proportion of any partial loss established, including the cost of defense, shall be borne by this Company, as the amount of this policy bears to the actual value of the subject property at the effective date of this policy. Nothing contained herein shall be construed as impairing or modifying the co-insurance and apportionment provision of the conditions and stipulations of this policy.
17. NOTE: cc:

Shockey and Cox, LLC
Murray Wise Associates, LLC

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(2024-2489S.PFD/2024-2489S/5)

58 | PRELIMINARY TITLE COMMITMENT - TRACT 1

Chicago Title Insurance Company

Commitment No.: 2024-2489S

EXHIBIT A

A part of the Northeast Quarter (1/4) of Section 11, Township 27 North, Range 9 East of the Fourth Principal Meridian, Stephenson County, Illinois, more particularly described as follows: Beginning at an iron rod at the Southeast corner of the Northeast Quarter (1/4) of said Section 11; thence South 88 degrees 36 minutes 58 seconds West, along the South line thereof, a distance of 2105.21 feet to the Southeast corner of the parcel of land described on a Warranty Deed recorded as Document No. 9862552 in the Office of the Stephenson County Recorder; thence North 01 degrees 59 minutes 55 seconds West, along the East line thereof, also the East line of the parcel of land described on a Warranty Deed recorded as Document No. 201700160923 in said Stephenson County Recorder's Office, a distance of 1347.91 feet to an iron rod at the Northeast corner thereof; thence South 77 degrees 13 minutes 00 seconds West, along the North line of said parcel described in Document No. 201700160923, a distance of 185.84 feet (186.10 feet deeded) to an iron rod; thence South 86 degrees 53 minutes 50 seconds West, along said North line, a distance of 328.39 feet (328.26 feet deeded) to the West line of the Northeast Quarter (1/4) of said Section 11; thence North 01 degrees 28 minutes 19 seconds West, along said West line, a distance of 1348.26 feet to a survey nail at the Northwest corner thereof; thence North 88 degrees 43 minutes 07 seconds East, along the North line of the Northwest Quarter (1/4) of said Northeast Quarter (1/4) of Section 11, a distance of 1319.21 feet to the Northeast corner thereof; thence South 01 degrees 21 minutes 38 seconds East, along the East line of said Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section 11, a distance of 1323.57 feet to an iron rod at the Southeast corner thereof; thence North 88 degrees 40 minutes 03 seconds East, along the North line of the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section 11, a distance of 1316.63 feet to an iron rod at the Northeast corner thereof; thence South 01 degrees 14 minutes 54 seconds East, along the East line of said Southeast Quarter (1/4) of the Northeast Quarter (1/4) of Section 11, a distance of 1322.40 feet to the Point of Beginning; situated in the Township of Rock Run, County of Stephenson and State of Illinois.

PRELIMINARY TITLE COMMITMENT - TRACT 1 | 59

SECURITY FIRST TITLE CO.

205 West Stephenson Street - Freeport, IL 61032 - (815)235-2900 - FAX (815)235-9955

For informational purposes only.

The assessment for the 2023 payable 2024 tax bill is as follows:

Parcel Identification Number06-15-11-200-006 **Township:**ROCK RUN

Assessed Value for 2023 payable 2024 is: \$37,864.00

Owner Occupied Exemption: \$

Homestead Exemption / Senior Citizen: \$

Senior Freeze: \$

Home Improvement: \$

Lot Size:

Parcel Identification Number: **Township:**

Assessed Value for 2023 payable 2024 is: \$

Owner Occupied Exemption: \$

Homestead Exemption / Senior Citizen: \$

Senior Freeze: \$

Home Improvement: \$

Lot Size:

60 | PRELIMINARY TITLE COMMITMENT - TRACT 2

Security First Title Co.
205 West Stephenson Street
Freeport, IL 61032

Phone (815)235-2900 Fax (815)235-9955

"WHERE THE SECURITY OF YOUR HOME BEGINS WITH THE TITLE"

INVOICE

CASE NUMBER: 2024-2490S

Address: Farwell Bridge Road (Survey Parcel B), Rock City, IL 61070

To: Shockey & Cox, LLC Attn: Attorney Dave Shockey
208 West Stephenson Street, Suite 101
Freeport, IL 61032

Date: September 24, 2024

	Seller's Charges	Buyer's Charges	Total Charges
Owner's Policy \$50,000.00	\$ 425.00		\$425.00
Mortgage Policy \$			\$
Closing Fee \$			\$
State of Illinois Title Policy Fee	\$ 3.00		\$ 3.00
Search, Exam & County Copy Fee	\$ 225.00		\$ 225.00
Later Date Search Fee	\$ 75.00		\$ 75.00
			<hr/>
			\$728.00

(STEPHENSON COUNTY, ILLINOIS)

NOTE: INVOICE SUBJECT TO: WIRE FEE (\$15.00), EMAIL FEE (\$25.00), COURIER FEE (\$25.00 PER PACKAGE).

PURCHASER:

Purchaser with Contractural
Rights

SELLER:

Phil A. Hayunga Living Trust
dated November 19, 2002

NOTE: EFFECTIVE JANUARY 1, 2010, PURSUANT TO PUBLIC ACT 096-0645, SFTC REQUIRES INCOMING FUNDS OF \$50,000 OR GREATER FROM ANY SINGLE PARTY TO BE WIRED FUNDS AND INCOMING FUNDS LESS THAN \$50,000 TO BE EITHER WIRED FUNDS OR IN THE FORM OF CERTIFIED OR CASHIERS CHECKS, BANK MONEY ORDERS, OFFICIAL BANK CHECKS OR TELLER'S CHECKS MADE PAYABLE TO SECURITY FIRST TITLE COMPANY.

E-mail us at Sec1Title@aol.com or visit us on the web at www.securityfirsttitleco.com

Serving all of your title insurance needs for the entire STATES of ILLINOIS, IOWA, AND WISCONSIN.
We close transactions 7 days a week at our office or any outside location.

THANK YOU FOR YOUR BUSINESS!

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
CHICAGO TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

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American Land Title Association

Commitment for Title Insurance
(07-01-2021)

- 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.

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(2024-2490S.PFD/2024-2490S/4)

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- 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.
- 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

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American Land Title Association

Commitment for Title Insurance
(07-01-2021)

purpose.

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(2024-2490S.PFD/2024-2490S/4)

PRELIMINARY TITLE COMMITMENT - TRACT 2 | 65

American Land Title Association

Commitment for Title Insurance
(07-01-2021)

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.

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American Land Title Association

Commitment for Title Insurance
(07-01-2021)

Chicago Title Insurance Company

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

Issuing Agent: Security First Title Co.
Issuing Office: 205 West Stephenson Street, Freeport, IL 61032
Issuing Office's ALTA® Registry ID:
Loan ID No.:
Commitment No.: 2024-2490S
Issuing Office File No.: 2024-2490S
Property Address: Farwell Bridge Road (Survey Parcel B), Rock City, IL 61070

SCHEDULE A

1. Commitment Date: September 13, 2024 at 08:00 AM
2. Policy to be issued:
 - a. (2021 ALTA Owner's Policy)
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner, identified at Item 4, below.
Proposed Amount of Insurance: \$ 50,000.00
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:

Phil A. Hayunga, as Trustee of the Phil A. Hayunga Living Trust dated November 19, 2002.
5. The Land is described as follows:

The North Half (1/2) of the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 11, Township 27 North, Range 9 East of the Fourth Principal Meridian, Stephenson County, Illinois, more particularly described as follows: Beginning at a PK nail at the Northwest corner of the Southeast Quarter (1/4) of said Section 11; thence North 88 degrees 36 minutes 58 seconds East, along the North line thereof, a distance of 1314.05 feet to an iron rod at the Northeast corner of the Northwest Quarter (1/4) of said Southeast Quarter (1/4) of Section 11; thence South 00 degrees 59 minutes 40 seconds East, along the East line thereof, a distance of 662.74 feet to an iron rod at the Southeast corner of the North Half (1/2) of said Northwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 11; thence South 88 degrees 36 minutes 30 seconds West, along the South line thereof, a distance of 1315.77 feet to the West line of said Northwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 11; thence North 00 degrees 50 minutes 44 seconds West, along said West line, a distance of 662.94 feet to the Point of Beginning; situated in the Township of Rock Run, County of Stephenson and State of Illinois.

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PRELIMINARY TITLE COMMITMENT - TRACT 2 | 67

American Land Title Association

Commitment for Title Insurance
(07-01-2021)

SCHEDULE A (Continued)

Security First Title Co.

By: 
Security First Title Co.

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(2024-2490S.PFD/2024-2490S/4)

Chicago Title Insurance Company
SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. 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. You are advised that the "Good Funds" section of the Title Insurance Act, (215 ILCS 155/26), became effective January 1, 2010. This statute places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact our 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 the following:
 - A) A certification of trust executed by the trustee, 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 trustee, in his or her sole discretion, may deliver to the company a full copy of the trust agreement together with all amendments thereto.The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
10. Properly executed and recordable Trustee's Deed, accompanied by affidavits and declarations, if appropriate, from Phil A. Hayunga, as Trustee of the Phil A. Hayunga Living Trust dated November 19, 2002 conveying fee simple title to a Purchaser with contractual rights under a purchase agreement with the vested owner, identified on Schedule A at Item 4.

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SCHEDULE B
(Continued)

- 11. 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.
- 12. The search did not disclose any open mortgages of record, thereof the Company reserves the right to require further evidence to confirm that the Land is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence. To delete this requirement, the title agent must confirm with the owner that the Land is free and clear of mortgages and include such a recitation in the title affidavit.

SCHEDULE B, PART II - Exceptions

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

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

- 1. Rights or claims of parties in possession not shown by the public records.
- 2. Any 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 recorded in 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.
- 8. Taxes for the year 2024 and subsequent years. None yet due or payable.

TAX CODE: 06-15-11-400-001
TAX AMOUNT: \$ 601.24

- 9. Title to that part of the insured premises lying within the bounds of any public or private road or highway.

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American Land Title Association

Commitment for Title Insurance
(07-01-2021)

SCHEDULE B (Continued)

10. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
11. Rights of the Public, State of Illinois, the County, the Township and the Municipality in and to that part of the premises in question taken, used or dedicated for roads and highways, including but not limited to Book 8 of Dedications, pages 52 and 55.
12. Existing unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through and under the lessees.
13. Financing Statements, if any.
14. Terms, powers, provisions and limitations of the trust under which title to the land is held.
15. "The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction."
16. In the event of a partial loss, the Insured shall be a co-insurer, and only such proportion of any partial loss established, including the cost of defense, shall be borne by this Company, as the amount of this policy bears to the actual value of the subject property at the effective date of this policy. Nothing contained herein shall be construed as impairing or modifying the co-insurance and apportionment provision of the conditions and stipulations of this policy.
17. NOTE: cc:

Shockey and Cox, LLC
Murray Wise Associates, LLC

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(2024-2490S.PFD/2024-2490S/4)

PRELIMINARY TITLE COMMITMENT - TRACT 2 | 71

Chicago Title Insurance Company

Commitment No.: 2024-2490S

EXHIBIT A

The North Half (1/2) of the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 11, Township 27 North, Range 9 East of the Fourth Principal Meridian, Stephenson County, Illinois, more particularly described as follows: Beginning at a PK nail at the Northwest corner of the Southeast Quarter (1/4) of said Section 11; thence North 88 degrees 36 minutes 58 seconds East, along the North line thereof, a distance of 1314.05 feet to an iron rod at the Northeast corner of the Northwest Quarter (1/4) of said Southeast Quarter (1/4) of Section 11; thence South 00 degrees 59 minutes 40 seconds East, along the East line thereof, a distance of 662.74 feet to an iron rod at the Southeast corner of the North Half (1/2) of said Northwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 11; thence South 88 degrees 36 minutes 30 seconds West, along the South line thereof, a distance of 1315.77 feet to the West line of said Northwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 11; thence North 00 degrees 50 minutes 44 seconds West, along said West line, a distance of 662.94 feet to the Point of Beginning; situated in the Township of Rock Run, County of Stephenson and State of Illinois.

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SECURITY FIRST TITLE CO.

205 West Stephenson Street - Freeport, IL 61032 - (815)235-2900 - FAX (815)235-9955

For informational purposes only.

The assessment for the 2023 payable 2024 tax bill is as follows:

Parcel Identification Number06-15-11-400-001 **Township:**ROCK RUN

Assessed Value for 2023 payable 2024 is: \$7,486.00

Owner Occupied Exemption: \$

Homestead Exemption / Senior Citizen: \$

Senior Freeze: \$

Home Improvement: \$

Lot Size:

Parcel Identification Number: **Township:**

Assessed Value for 2023 payable 2024 is: \$

Owner Occupied Exemption: \$

Homestead Exemption / Senior Citizen: \$

Senior Freeze: \$

Home Improvement: \$

Lot Size:

PRELIMINARY TITLE COMMITMENT - TRACT 3 | 73

Security First Title Co.
205 West Stephenson Street
Freeport, IL 61032

Phone (815)235-2900 Fax (815)235-9955

"WHERE THE SECURITY OF YOUR HOME BEGINS WITH THE TITLE"

INVOICE

CASE NUMBER: 2024-2491S

Address: Rock City, Maize & Shockey Roads, Ridott, IL 61067

To: Shockey & Cox, LLC Attn: Attorney Dave Shockey
208 West Stephenson Street, Suite 101
Freeport, IL 61032

Date: October 3, 2024

	Seller's Charges	Buyer's Charges	Total Charges
Owner's Policy \$50,000.00	\$ 425.00		\$425.00
Mortgage Policy \$			\$
Closing Fee \$			\$
State of Illinois Title Policy Fee		\$ 3.00	\$ 3.00
Search, Exam & County Copy Fee		\$ 150.00	\$ 150.00
Later Date Search Fee		\$ 75.00	\$ 75.00
State of Illinois Title Policy Fee	\$ 3.00		\$ 3.00
Search, Exam & County Copy Fee (2)	\$ 300.00		\$ 300.00
Later Date Search Fee	\$ 150.00		\$ 150.00
			<u>\$1,106.00</u>

(STEPHENSON COUNTY, ILLINOIS)

NOTE: INVOICE SUBJECT TO: WIRE FEE (\$15.00), EMAIL FEE (\$25.00), COURIER FEE (\$25.00 PER PACKAGE).

PURCHASER:

Purchaser with Contractual
Rights

SELLER:

Phil A. Hayunga Living Trust
dated November 19, 2002
Phil Hayunga

NOTE: EFFECTIVE JANUARY 1, 2010, PURSUANT TO PUBLIC ACT 096-0645, SFTC REQUIRES INCOMING FUNDS OF \$50,000 OR GREATER FROM ANY SINGLE PARTY TO BE WIRED FUNDS AND INCOMING FUNDS LESS THAN \$50,000 TO BE EITHER WIRED FUNDS OR IN THE FORM OF CERTIFIED OR CASHIERS CHECKS, BANK MONEY ORDERS, OFFICIAL BANK CHECKS OR TELLER'S CHECKS MADE PAYABLE TO SECURITY FIRST TITLE COMPANY.

E-mail us at Sec1Title@aol.com or visit us on the web at www.securityfirsttitleco.com

Serving all of your title insurance needs for the entire STATES of ILLINOIS, IOWA, AND WISCONSIN.
We close transactions 7 days a week at our office or any outside location.

THANK YOU FOR YOUR BUSINESS!

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, First American Title Insurance Company, a North Carolina 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

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PRELIMINARY TITLE COMMITMENT - TRACT 3 | 75

American Land Title Association

Commitment for Title Insurance
(07-01-2021)

- 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.

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(2024-2491S.PFD/2024-2491S/8)

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American Land Title Association

Commitment for Title Insurance
(07-01-2021)

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- 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

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(2024-2491S.PFD/2024-2491S/8)

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American Land Title Association

Commitment for Title Insurance
(07-01-2021)

and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

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American Land Title Association

Commitment for Title Insurance
(07-01-2021)

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.

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(2024-2491S.PFD/2024-2491S/8)

PRELIMINARY TITLE COMMITMENT - TRACT 3 | 79

American Land Title Association

Commitment for Title Insurance
(07-01-2021)

First American Title Insurance Company

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment

Condition 5.e.:

Issuing Agent: Security First Title Co.
Issuing Office: 205 West Stephenson Street, Freeport, IL 61032
Issuing Office's ALTA® Registry ID:
Loan ID No.:
Commitment No.: 2024-2491S
Issuing Office File No.: 2024-2491S
Property Address: Rock City, Maize & Shockey Roads, Ridott, IL 61067

SCHEDULE A

1. Commitment Date: September 19, 2024 at 08:00 AM
2. Policy to be issued:
 - a. 2021 ALTA Owner's Policy
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner, identified at Item 4, below.
Proposed Amount of Insurance: \$ 50,000.00
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:

Phil A. Hayunga, as Trustee of the Phil A. Hayunga Living Trust dated November 19, 2002 and Phil Hayunga.
5. The Land is described as follows:

A part of the Northwest Quarter of Section 21, Township 27 North, Range 9 East of the Fourth Principal Meridian, Stephenson County, Illinois, more particularly described as follows: Beginning at a Railroad Spike at the Northwest corner of the Northwest Quarter of said Section 21; Thence North 89 degrees 24 minutes 34 seconds East, along the North line thereof, a distance of 1321.84 feet to an iron rod at the Northeast corner of the Northwest Quarter of said Northwest Quarter of Section 21; Thence South 01 degrees 08 minutes 15 seconds East, along the East line thereof, a distance of 1192.63 feet to an iron rod; Thence North 89 degrees 33 minutes 34 seconds East, a distance of 1323.35 feet to an iron rod on the East line of the Northwest Quarter of said Section 21; Thence South 01 degrees 12 minutes 30 seconds East, along said East line, a distance of 1465.35 feet to an iron rod at the Southeast corner of said Northwest Quarter of Section 21; Thence South 89 degrees 33 minutes 37 seconds West, along the South line thereof, a distance of 1747.27 feet to the Southeast corner of the parcel of land described in a deed recorded as Document No. 201500145405 in the Office of the Stephenson County Recorder; Thence North 24 degrees 30 minutes 21 seconds East, along the East line of said parcel, a distance of 221.75 feet (222.76 feet deeded) to an iron rod; Thence North 01 degrees 07 minutes 19 seconds West, along the boundary of said parcel, a distance of 154.10 feet to an iron rod; Thence South 87 degrees 18 minutes 12 seconds West, along said boundary of parcel, a distance of 181.46 feet (181.96 feet deeded) to an iron rod; Thence North 01 degrees 58 minutes 33 seconds East, along said boundary, a distance

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(2024-2491S.PFD/2024-2491S/11)

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American Land Title Association

Commitment for Title Insurance
(07-01-2021)

SCHEDULE A (Continued)

of 329.44 feet (329.49 feet deeded) to an iron rod; Thence North 26 degrees 25 minutes 54 seconds East, along said boundary, a distance of 187.58 feet (187.80 feet deeded) to an iron rod; Thence North 04 degrees 23 minutes 38 seconds East, along the boundary of said parcel, a distance of 218.94 feet (219.51 feet deeded) to an iron rod; Thence North 88 degrees 38 minutes 34 seconds West, along the North line of said parcel, a distance of 280.98 feet to an iron rod; Thence South 00 degrees 18 minutes 26 seconds East, along the West line of said parcel, a distance of 328.72 feet (328.74 feet deeded) to an iron rod; Thence South 34 degrees 18 minutes 21 seconds West, a distance of 304.74 feet (303.32 feet deeded) to an iron rod; Thence South 73 degrees 31 minutes 44 seconds West, along the North line of the parcel of land described in a deed recorded as Document No. 9895867 in said Recorder's Office, a distance of 498.52 feet (498.79 feet deeded) to the West line of the Northwest Quarter of Section 21; Thence North 01 degrees 04 minutes 00 seconds West, along said West line, a distance of 2299.75 feet to the Point of Beginning; situated in the Township of Ridott, County of Stephenson and State of Illinois.

Security First Title Co.

By:


Security First Title Co.

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AMERICAN
LAND TITLE
ASSOCIATION



(2024-2491S.PFD/2024-2491S/11)

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American Land Title Association

Commitment for Title Insurance
(07-01-2021)

First American Title Insurance Company

SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. 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. You are advised that the "Good Funds" section of the Title Insurance Act, (215 ILCS 155/26), became effective January 1, 2010. This statute places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact our 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 the following:
 - A) A certification of trust executed by the trustee, 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 trustee, in his or her sole discretion, may deliver to the company a full copy of the trust agreement together with all amendments thereto.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
10. Properly executed and recordable Trustee's Deed, accompanied by affidavits and declarations, if appropriate, from Phil A. Hayunga, as Trustee of the Phil A. Hayunga Living Trust dated November 19, 2002 conveying fee simple title to a Purchaser with contractual rights under a purchase agreement with the vested owner, identified on Schedule A at Item 4.

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(2024-2491S.PFD/2024-2491S/13)

SCHEDULE B (Continued)

11. Properly executed and recordable Warranty Deed, accompanied by affidavits and declarations, if appropriate, from Phil Hayunga and spouse, if any, conveying fee simple title to conveying fee simple title to a Purchaser with contractual rights under a purchase agreement with the vested owner, identified on Schedule A at Item 4.
12. 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.
13. The search did not disclose any open mortgages of record, thereof the Company reserves the right to require further evidence to confirm that the Land is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence. To delete this requirement, the title agent must confirm with the owner that the Land is free and clear of mortgages and include such a recitation in the title affidavit.

SCHEDULE B, PART II - Exceptions

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

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

1. Rights or claims of parties in possession not shown by the public records.
2. The effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Easements or claims of easements not recorded in 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.

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AMERICAN
LAND TITLE
ASSOCIATION



SCHEDULE B
(Continued)

8. Taxes for the year 2024 and subsequent years. None yet due or payable

ADDRESS: Rock City & Maize Roads, Ridott, IL 61067
TAX CODE: 05-15-21-100-020
TAX AMOUNT: \$ 2,581.28

ADDRESS: Shockey Road, Ridott, IL 61067
TAX CODE: 05-15-21-100-003
TAX AMOUNT: \$ 687.00

NOTE: Addresses are shown for informational purposes only.

9. Title to that part of the insured premises lying within the bounds of any public or private road or highway.
10. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
11. Transmission Line Right of Way Agreement recorded August 6, 1946 in Book Y-Misc page 79, as Document No. 70-86.
12. Transmission Line Right of Way Agreement recorded August 21, 1946 in Book Y-Misc, page 92, as Document No. 70-261.
13. Dedication of Right of Way for Public Road Purposes recorded July 23, 1963 in Ded. Book 7, page 24 as Document No. 83-9960.
14. Grant of Easement by James A Trussoni and Phil Hayunga to Commonwealth Edison Company, an Illinois Corporation, its successors and assigns, recorded March 4, 1986 in Book P-283, pages 13-14 as Document No. 96-5749.
15. Grant of Easement by Veryl R. Mills and Nancy C. Mills to Commonwealth Edison Company, an Illinois Corporation, its successors and assigns, recorded March 25, 1986 in Book P-283, pages 728-729 as Document No. 96-6075.
16. Existing unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through and under the lessees.
17. Financing Statements, if any.
18. Terms, powers, provisions and limitations of the trust under which title to the land is held.
19. "The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction."

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American Land Title Association

Commitment for Title Insurance
(07-01-2021)

SCHEDULE B (Continued)

20. NOTE: cc:
Shockey & Cox, LLC

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{2024-2491S.PFD/2024-2491S/13}

PRELIMINARY TITLE COMMITMENT - TRACT 3 | 85

First American Title Insurance Company

Commitment No.: 2024-2491S

EXHIBIT A

A part of the Northwest Quarter of Section 21, Township 27 North, Range 9 East of the Fourth Principal Meridian, Stephenson County, Illinois, more particularly described as follows: Beginning at a Railroad Spike at the Northwest corner of the Northwest Quarter of said Section 21; Thence North 89 degrees 24 minutes 34 seconds East, along the North line thereof, a distance of 1321.84 feet to an iron rod at the Northeast corner of the Northwest Quarter of said Northwest Quarter of Section 21; Thence South 01 degrees 08 minutes 15 seconds East, along the East line thereof, a distance of 1192.63 feet to an iron rod; Thence North 89 degrees 33 minutes 34 seconds East, a distance of 1323.35 feet to an iron rod on the East line of the Northwest Quarter of said Section 21; Thence South 01 degrees 12 minutes 30 seconds East, along said East line, a distance of 1465.35 feet to an iron rod at the Southeast corner of said Northwest Quarter of Section 21; Thence South 89 degrees 33 minutes 37 seconds West, along the South line thereof, a distance of 1747.27 feet to the Southeast corner of the parcel of land described in a deed recorded as Document No. 201500145405 in the Office of the Stephenson County Recorder; Thence North 24 degrees 30 minutes 21 seconds East, along the East line of said parcel, a distance of 221.75 feet (222.76 feet deeded) to an iron rod; Thence North 01 degrees 07 minutes 19 seconds West, along the boundary of said parcel, a distance of 154.10 feet to an iron rod; Thence South 87 degrees 18 minutes 12 seconds West, along said boundary of parcel, a distance of 181.46 feet (181.96 feet deeded) to an iron rod; Thence North 01 degrees 58 minutes 33 seconds East, along said boundary, a distance of 329.44 feet (329.49 feet deeded) to an iron rod; Thence North 26 degrees 25 minutes 54 seconds East, along said boundary, a distance of 187.58 feet (187.80 feet deeded) to an iron rod; Thence North 04 degrees 23 minutes 38 seconds East, along the boundary of said parcel, a distance of 218.94 feet (219.51 feet deeded) to an iron rod; Thence North 88 degrees 38 minutes 34 seconds West, along the North line of said parcel, a distance of 280.98 feet to an iron rod; Thence South 00 degrees 18 minutes 26 seconds East, along the West line of said parcel, a distance of 328.72 feet (328.74 feet deeded) to an iron rod; Thence South 34 degrees 18 minutes 21 seconds West, a distance of 304.74 feet (303.32 feet deeded) to an iron rod; Thence South 73 degrees 31 minutes 44 seconds West, along the North line of the parcel of land described in a deed recorded as Document No. 9895867 in said Recorder's Office, a distance of 498.52 feet (498.79 feet deeded) to the West line of the Northwest Quarter of Section 21; Thence North 01 degrees 04 minutes 00 seconds West, along said West line, a distance of 2299.75 feet to the Point of Beginning; situated in the Township of Ridott, County of Stephenson and State of Illinois.

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Security First Title Co.
205 West Stephenson Street
Freeport, IL 61032

Phone (815)235-2900 Fax (815)235-9955

"WHERE THE SECURITY OF YOUR HOME BEGINS WITH THE TITLE"

INVOICE

CASE NUMBER: 2024-2492S

Address: Kinney Road, Ridott, IL 61067

To: Shockey & Cox, LLC Attn: Attorney Dave Shockey
208 West Stephenson Street, Suite 101
Freeport, IL 61032

Date: October 3, 2024

	Seller's Charges	Buyer's Charges	Total Charges
Owner's Policy \$50,000.00	\$ 425.00		\$425.00
Mortgage Policy \$			\$
Closing Fee \$			\$
State of Illinois Title Policy Fee	\$ 3.00		\$ 3.00
Search, Exam & County Copy Fee	\$ 150.00		\$ 150.00
Later Date Search Fee	\$ 75.00		\$ 75.00
			<u>\$653.00</u>

(STEPHENSON COUNTY, ILLINOIS)

NOTE: INVOICE SUBJECT TO: WIRE FEE (\$15.00), EMAIL FEE (\$25.00), COURIER FEE (\$25.00 PER PACKAGE).

PURCHASER:

Purchaser with Contractural
Rights

SELLER:

Phil A. Hayunga Living Trust

NOTE: EFFECTIVE JANUARY 1, 2010, PURSUANT TO PUBLIC ACT 096-0645, SFTC REQUIRES INCOMING FUNDS OF \$50,000 OR GREATER FROM ANY SINGLE PARTY TO BE WIRED FUNDS AND INCOMING FUNDS LESS THAN \$50,000 TO BE EITHER WIRED FUNDS OR IN THE FORM OF CERTIFIED OR CASHIERS CHECKS, BANK MONEY ORDERS, OFFICIAL BANK CHECKS OR TELLER'S CHECKS MADE PAYABLE TO SECURITY FIRST TITLE COMPANY.

E-mail us at Sec1Title@aol.com or visit us on the web at www.securityfirsttitleco.com

Serving all of your title insurance needs for the entire STATES of ILLINOIS, IOWA, AND WISCONSIN.
We close transactions 7 days a week at our office or any outside location.

THANK YOU FOR YOUR BUSINESS!

PRELIMINARY TITLE COMMITMENT - TRACT 4 | 87

American Land Title Association

Commitment for Title Insurance
(07-01-2021)

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, First American Title Insurance Company, a North Carolina 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

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(2024-2492S.PFD/2024-2492S/4)

- 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.

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- 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.
- 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

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American Land Title Association

Commitment for Title Insurance
(07-01-2021)

purpose.

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PRELIMINARY TITLE COMMITMENT - TRACT 4 | 91

American Land Title Association

Commitment for Title Insurance
(07-01-2021)

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.

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American Land Title Association

Commitment for Title Insurance
(07-01-2021)

First American Title Insurance Company

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

Issuing Agent: Security First Title Co.
Issuing Office: 205 West Stephenson Street, Freeport, IL 61032
Issuing Office's ALTA® Registry ID:
Loan ID No.:
Commitment No.: 2024-2492S
Issuing Office File No.: 2024-2492S
Property Address: Kinney Road, Ridott, IL 61067

SCHEDULE A

1. Commitment Date: September 19, 2024 at 08:00 AM
2. Policy to be issued:
 - a. 2021 ALTA Owner's Policy
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner, identified at Item 4, below.
Proposed Amount of Insurance: \$ 50,000.00
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:

Phil A. Hayunga, as Trustee of the Phil A. Hayunga Living Trust dated November 19, 2002.
5. The Land is described as follows:

A part of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section 21, Township 27 North, Range 9 East of the Fourth Principal Meridian, more particularly described as follows: Beginning at an iron rod at the Northeast corner of the Southeast Quarter (1/4) of said Section 21; thence South 00 degrees 57 minutes 36 seconds East, along the East line thereof, a distance of 1098.32 feet; thence South 88 degrees 52 minutes 39 seconds West, a distance of 1067.73 feet (1067.88 feet deeded) to an iron pipe; thence North 00 degrees 53 minutes 03 seconds West, a distance of 1104.34 feet to an iron pipe on the North line of the Northeast Quarter (1/4) of said Southeast Quarter (1/4) of Section 21; thence North 89 degrees 12 minutes 03 seconds East, along said North line, a distance of 1066.27 feet to the Point of Beginning; situated in the Township of Ridott, County of Stephenson and State of Illinois.

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PRELIMINARY TITLE COMMITMENT - TRACT 4 | 93

American Land Title Association

Commitment for Title Insurance
(07-01-2021)

SCHEDULE A (Continued)

~~Security First Title Co.~~

By: 

~~Security First Title Co.~~

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(2024-2492S.PFD/2024-2492S/5)

American Land Title Association

Commitment for Title Insurance
(07-01-2021)

First American Title Insurance Company

SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. 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. You are advised that the "Good Funds" section of the Title Insurance Act, (215 ILCS 155/26), became effective January 1, 2010. This statute places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact our 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 the following:
 - A) A certification of trust executed by the trustee, 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 trustee, in his or her sole discretion, may deliver to the company a full copy of the trust agreement together with all amendments thereto.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
10. Properly executed and recordable Trustee's Deed, accompanied by affidavits and declarations, if appropriate, from Phil A. Hayunga, as Trustee of the Phil A. Hayunga Living Trust dated November 19, 2002 conveying fee simple title to a Purchaser with contractual rights under a purchase agreement with the vested owner, identified on Schedule A at Item 4.

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SCHEDULE B (Continued)

11. 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.
12. The search did not disclose any open mortgages of record, thereof the Company reserves the right to require further evidence to confirm that the Land is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence. To delete this requirement, the title agent must confirm with the owner that the Land is free and clear of mortgages and include such a recitation in the title affidavit.

SCHEDULE B, PART II - Exceptions

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

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

1. Rights or claims of parties in possession not shown by the public records.
2. The effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Easements or claims of easements not recorded in 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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B
(Continued)

8. Taxes for the year 2024 and subsequent years. None yet due or payable.

TAX CODE: 05-15-21-400-003
TAX AMOUNT: \$ 752.50

9. Title to that part of the insured premises lying within the bounds of any public or private road or highway.
10. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
11. Existing unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through and under the lessees.
12. Financing Statements, if any.
13. Terms, powers, provisions and limitations of the trust under which title to the land is held.
14. "The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction."
15. In the event of a partial loss, the Insured shall be a co-insurer, and only such proportion of any partial loss established, including the cost of defense, shall be borne by this Company, as the amount of this policy bears to the actual value of the subject property at the effective date of this policy. Nothing contained herein shall be construed as impairing or modifying the co-insurance and apportionment provision of the conditions and stipulations of this policy.
16. NOTE: cc:

Shockey & Cox, LLC

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PRELIMINARY TITLE COMMITMENT - TRACT 4 | 97

First American Title Insurance Company

Commitment No.: 2024-2492S

EXHIBIT A

A part of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section 21, Township 27 North, Range 9 East of the Fourth Principal Meridian, more particularly described as follows: Beginning at an iron rod at the Northeast corner of the Southeast Quarter (1/4) of said Section 21; thence South 00 degrees 57 minutes 36 seconds East, along the East line thereof, a distance of 1098.32 feet; thence South 88 degrees 52 minutes 39 seconds West, a distance of 1067.73 feet (1067.88 feet dedeed) to an iron pipe; thence North 00 degrees 53 minutes 03 seconds West, a distance of 1104.34 feet to an iron pipe on the North line of the Northeast Quarter (1/4) of said Southeast Quarter (1/4) of Section 21; thence North 89 degrees 12 minutes 03 seconds East, along said North line, a distance of 1066.27 feet to the Point of Beginning; situated in the Township of Ridott, County of Stephenson and State of Illinois.

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SECURITY FIRST TITLE CO.

205 West Stephenson Street - Freeport, IL 61032 - (815)235-2900 - FAX (815)235-9955

For informational purposes only.

The assessment for the 2023 payable 2024 tax bill is as follows:

Parcel Identification Number 05-15-21-400-003 **Township:** RIDOTT

Assessed Value for 2023 payable 2024 is: \$8,984.00

Owner Occupied Exemption: \$

Homestead Exemption / Senior Citizen: \$

Senior Freeze: \$

Home Improvement: \$

Lot Size:

Parcel Identification Number: **Township:**

Assessed Value for 2023 payable 2024 is: \$

Owner Occupied Exemption: \$

Homestead Exemption / Senior Citizen: \$

Senior Freeze: \$

Home Improvement: \$

Lot Size: