

AGREEMENT TO PURCHASE REAL ESTATE

Tract No. 2
137.95 acres +/- (Surveyed)

Purchase Price: \$ _____

Non-Refundable Deposit
Towards Purchase Price: \$ _____

At public auction on this day the undersigned (hereafter "Purchaser") agreed to purchase from Karel K. Dingerson, trustee of the Family Trust established under the Raymond F. Dingerson Trust dated July 6, 2004 and Karel K. Dingerson, trustee of the Karel K. Dingerson Trust dated July 6, 2004, as amended, (hereafter collectively referred to as "Seller") and Seller agreed to transfer real estate described as:

[See attached **Exhibit A** which by reference is made a part hereof]

and improvements, if any, thereon for the Purchase Price set forth above (hereafter "Purchase Price") subject to the terms of this Agreement. Purchaser has paid the Non-Refundable Deposit in the amount set forth above to Seller to be applied on the Purchase Price and agrees to pay the balance of the Purchase Price upon delivery of a Trustee's Deed which shall be subject to exceptions and easements noted in the description and in the attached title insurance commitment, as applicable to the Tract referenced in this Agreement.

This Agreement is made subject to the following terms:

- A) Seller will pay 2024 real estate taxes (payable in 2025). Purchaser to be fully responsible for 2025 real estate taxes (payable in 2026) and subsequent years.
- B) Transaction to be fully completed on or before **February 25, 2025**. Closing will be held at Adams County Abstract, 231 N 6th St, Quincy, IL 62301, 217-222-2090. Standard closing fee for closing agent to be split between the parties. Notwithstanding the foregoing, Purchaser agrees to any reasonable extension of the closing date in order to accommodate the schedule of closing agent, Adams County Abstract.
- C) Possession is subject to the rights of the current farm tenant for the 2025 crop year. Chance Barker and Jeff Barker have been long-term share crop tenants for Seller. Purchaser takes possession subject to the following lease terms with the tenant:
 - a. Terms Applicable to Auction Tracts 1, 2 and 3:
 - i. All fertilizer, anhydrous, herbicide, and pesticide will be purchased from Prairieland FS in Payson, Illinois. The costs will be split 50/50 between the tenant and the Purchaser.
 - ii. All custom application of the fertilizer, anhydrous, herbicide, pesticide will be performed by Prairieland FS in Payson, Illinois. The

- cost of application will be split 50/50 between the tenant and Purchaser.
- iii. All seed will be purchased from a local and reputable seed dealer. The cost of the seed will be split 50/50 between the tenant and the Purchaser.
- iv. All grain hauling will be performed by Jeremy Boone. The cost of the hauling will be split 50/50 between the tenant and the Purchaser.
- v. The electricity costs of operating the grain bins for drying will be reimbursed to the Purchaser of Auction Tract 4 through December 31, 2025. The reimbursement for electricity costs will be split between the tenant and the Purchaser.
- b. Terms Applicable to Auction Tract 4
 - i. Storage of the grain that is harvested from Auction Tracts 1, 2 and 3 will be stored onsite in the grain bins located on Auction Tract 4.
 - ii. The tenant will have full access to and use of the grain bins and sheds located on Tract 4 until December 31, 2025.
 - iii. If all grain and the tenant's equipment is removed prior to December 31, 2025, the Purchaser of Auction Tract 4 will have possession upon tenant vacating the premises.
- D) Purchaser has inspected the title insurance commitment attached hereto relating to the auction tract referenced and agrees to purchase said tract of real estate referenced in this Agreement subject to the standard exceptions, special exceptions and real estate taxes (2025 real estate taxes payable in 2026) noted therein.
- E) **The real estate and any improvements located thereon are sold "AS IS" and "WITH ALL FAULTS".**
- F) Seller to furnish at Seller's expense after closing an owner's title insurance policy subject to exceptions noted in the description and attached title commitment as applicable to the tract of real estate referenced in this Agreement.
- G) Seller agrees to pay real estate transfer taxes incurred in connection with the transfer of \$1.50 per thousand.
- H) Auction Tracts 1, 2 & 4 are sold based on surveyed acres. A copy of the survey is attached and posted to the Auction website. Auction Tract 3 is sold based on taxable acres and is expressly agreed to by the parties for the purpose of determining the sale price. No survey is provided for Auction Tract 3 and no warranty of actual acreage is made by Seller to Purchaser for any Auction Tract.
- I) If Purchaser defaults in any provision of this agreement, Purchaser shall forfeit to the Seller all monies paid under this agreement. Purchaser further agrees that if upon the resale of this property that the purchase price does not equal the purchase price of this agreement, the Purchaser will be liable for that difference.
- J) Seller represents that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from withholding requirements of said section. Seller will furnish Purchaser any exemption certificates required.
- K) Wherever the context shall so require, the singular shall include the plural and the masculine gender shall include the feminine; that any notices required hereunder shall

be in writing and shall be sent by email, fax, or registered mail to the party entitled thereto, or delivered in person; that time is of the essence of this agreement and that this agreement shall be binding upon and shall inure to the benefit of the heirs, devisees and personal representatives of the parties hereto.

- L) There is no financing contingency.
- M) There is no inspection contingency.
- N) To the extent any portion of the real estate is currently enrolled in the Conservation Reserve Program (hereafter "CRP Acres") then Purchaser hereby expressly agrees to the following:
 - a. Purchaser shall be entitled to receive without proration the CRP payment attributable to the real estate conveyed that is payable/paid after 2024 and for years thereafter.
 - b. Purchaser agrees to execute such documents and contracts as may be necessary to maintain the eligibility of the CRP Acres under the Conservation Reserve Program for the remaining period of the Conservation Reserve Program applicable to the CRP Acres.
 - c. Purchaser agrees for the remaining term of the Conservation Reserve Program contract to maintain the CRP Acres to strictly comply with all eligibility requirements of the Conservation Reserve Program.
 - d. In the event Purchaser fails to maintain the eligibility of the CRP Acres or otherwise causes the CRP Acres not to be enrolled in the Conservation Reserve Program, then Purchaser agrees to pay any and all required repayments, refunds or penalties that may be applicable under any Conservation Reserve Program contracts applicable to the real estate for such amounts whether such amounts are attributable to any time prior to the date hereof or thereafter.
 - e. Purchaser agrees to indemnify and hold harmless Seller from any and all responsibilities for any costs, expenses (including Seller's reasonable attorney fees), claims or repayments required by Seller arising from Purchaser's failure to enroll and maintain eligibility of the CRP Acres under the Conservation Reserve Program for the remaining period applicable to the CRP acres.
 - f. The obligations under this paragraph and all subparagraphs thereto shall survive closing and delivery of the deed.
- O) This agreement and any addendum hereto may be executed in any number of counterparts and by each party, each of which when so executed and delivered shall be an original, and all of which together shall constitute one document. In proving this agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. The parties may execute this contract by facsimile, scanned Portable Document Format ("PDF") or other electronically transmitted signature, and such facsimile, scanned PDF or other electronically transmitted document, including the signatures thereon, shall be treated in all respects as an original instrument bearing an original signature.

[remainder of this page intentionally left blank – signature pages follow]

Dingerson Auction Purchaser Signature Page

THIS IS A LEGAL AND BINDING CONTRACT.

Dated: _____

PURCHASER:

Purchaser Sign Here: _____

Purchaser Printed Name Here: _____

Purchaser Print Address Here: _____

Purchaser Phone Number: _____

Purchaser Email _____

Purchaser Lender Name (if applicable) _____

[remainder of this page intentionally left blank – Seller signature page follows]

Dingerson Auction Seller Signature Page

SELLER:

Dated: _____

Karel K. Dingerson,
successor trustee of the Family Trust
established under the Raymond F. Dingerson
Trust dated July 6, 2004 and as trustee of the
Karel K. Dingerson Trust dated July 6, 2004

Seller's Attorney: William L. Siebers
625 Vermont Street
Quincy, IL 62301
Phone: (217) 214-1000
Fax: (217) 919-6505
Email: bill@sieberselderlaw.com

Exhibit A

Tract 2

A tract of land lying in part of the Northeast Quarter of Section 1, Township 3 South, Range 8 West and the Northwest Quarter of Section 6, Township 3 South, Range 7 West of the Fourth Principal Meridian, Adams County, Illinois being more particularly described as follows;

Beginning at a found iron pin at the Southeast corner of said Northeast Quarter; thence North 88 degrees 30 minutes 03 seconds West along the South line of said Northeast Quarter a distance of 697.47 feet, a #5 rebar set as a reference marker bears North 24 degrees 53 minutes 41 seconds West a distance of 30.00 feet; thence leaving said South line North 24 degrees 53 minutes 41 seconds West a distance of 300.34 feet to a #5 rebar set; thence North 21 degrees 17 minutes 29 seconds East a distance of 341.48 feet to a #5 rebar set; thence North 26 degrees 53 minutes 32 seconds East a distance of 320.70 feet to a #5 rebar set; thence North 08 degrees 27 minutes 29 seconds East a distance of 345.59 feet to a #5 rebar set; thence North 89 degrees 04 minutes 08 seconds West a distance of 792.43 feet to a #5 rebar set; thence North 01 degrees 04 minutes 16 seconds East a distance of 1124.49 feet to a found stone; thence South 89 degrees 15 minutes 02 seconds East a distance of 1334.47 feet to a #5 rebar set; thence South 01 degrees 26 minutes 27 seconds West a distance of 64.08 feet to a #5 rebar set; thence South 89 degrees 27 minutes 03 seconds East a distance of 1564.79 feet to a point on the centerline of E. 1325th Street, a #5 rebar set as a reference marker bears North 89 degrees 27 minutes 03 seconds West a distance of 30.00 feet; thence South 04 degrees 23 minutes 05 seconds East along said centerline a distance of 2302.69 feet to a point on the South line of said Northwest Quarter; thence North 89 degrees 09 minutes 12 seconds West along said South line a distance of 1174.77 feet, a #5 rebar set as a reference marker bears North 01 degrees 26 minutes 27 seconds East a distance of 30.00 feet; thence leaving said South line North 01 degrees 26 minutes 27 seconds East a distance of 222.91 feet to a #5 rebar set; thence North 87 degrees 51 minutes 09 seconds West a distance of 170.60 feet to a #5 rebar set; thence North 01 degrees 26 minutes 27 seconds East a distance of 133.49 feet to a #5 rebar set; thence North 88 degrees 02 minutes 38 seconds West a distance of 369.48 feet to a #5 rebar set; thence South 01 degrees 26 minutes 27 seconds West a distance of 367.42 feet to a point on said South line, a #5 rebar set as a reference marker bears North 01 degrees 26 minutes 27 seconds East a distance of 30.00 feet; thence North 89 degrees 09 minutes 12 seconds West a distance of 83.58 feet to a found iron pin at the Southwest corner of said Northwest Quarter; thence South 01 degrees 26 minutes 27 seconds West along the West line of said Northwest Quarter a distance of 7.98 feet to the Point of Beginning, containing 137.95 acres more or less being subject to all that portion being used for public road purposes.
All per Survey #24-0229 as made in January 2025 by Norman D. Ellerbrock, Illinois Professional Land Surveyor #35-3159.

Dingerson Auction Title Commitment

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 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, 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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS**1. DEFINITIONS**

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

This page is only a part of a 2021 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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- 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; and
 - f. Schedule B, Part II-Exceptions.
4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.

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- 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 purpose.
8. PRO-FORMA POLICY
- The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. CLAIMS PROCEDURES
- This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. CLASS ACTION
- ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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Chicago Title Insurance Company

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

Issuing Agent: Adams County Abstract & Title Co.
Issuing Office: 231 N 6th St, Quincy, IL 62301-2905
Issuing Office's ALTA® Registry ID:
Loan ID No.:
Commitment No.: 39727
Issuing Office File No.: 39727
Property Address: RR, Payson, IL 62360

SCHEDULE A

1. Commitment Date: December 19, 2024
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: \$ 10,000.00
The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is: Fee Simple

4. The Title is, at the Commitment Date, vested in: Karel K. Dingerson, Trustee of the Family Trust under Article 5 of the Declaration of Trust dated July 6, 2004, and known as the Raymond F. Dingerson Trust, an undivided one-half (1/2) interest; and Karel K. Dingerson, Trustee under the provisions of a Declaration of Trust dated July 6, 2004 and known as the Karel K. Dingerson Trust, an undivided one-half (1/2) interest.

5. The Land is described as follows:

Tract I:

A tract of land lying in part of the Northeast Quarter of Section 1, Township 3 South, Range 8 West of the Fourth Principal Meridian, Adams County, Illinois being more particularly described as follows:

Commencing at a found iron pin at the Southeast corner of said Northeast Quarter; thence North 88 degrees 30 minutes 03 seconds West along the South line of said Northeast Quarter a distance of 697.47 feet to the True Point of Beginning, a #5 rebar set as a reference marker bears North 24 degrees 53 minutes 41 seconds West a distance of 30.00 feet; thence continuing along said South line North 88 degrees 30 minutes 03 seconds West a distance of 314.82 feet to a point on the Easterly right-of-way of Highway 96; thence along said Easterly right-of-way the following six courses, North 47 degrees 40 minutes 21 seconds West a distance of 193.49 feet to a #5 rebar set; thence North 74 degrees 14 minutes 15 seconds West a distance of 55.90 feet to a #5 rebar set; thence North 47 degrees 40 minutes 21 seconds West a distance of 162.53 feet to a #5 rebar set; thence North 55 degrees 16 minutes 24 seconds West a distance of 37.80 feet to a #5 rebar set; thence North 47 degrees 41 minutes 59 seconds West a distance of 1543.70 feet; thence North 31 degrees 39 minutes 08 seconds West a distance of 1.94; thence leaving said Easterly right-of-way North 01 degrees 19 minutes 27 seconds East a distance of 980.41 feet to a found iron pin; thence South 84 degrees 22 minutes 42 seconds East a distance of 167.46 feet to a #5 rebar set; thence North 01 degrees 13 minutes 42 seconds

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SCHEDULE A
(Continued)

East a distance of 732.25 feet to a found iron pin on the North line of said Northeast Quarter; thence South 89 degrees 15 minutes 02 seconds East along said North line a distance of 1034.99 feet to a found iron pin; thence leaving said North line South 01 degrees 04 minutes 16 seconds West a distance of 1776.54 feet to a #5 rebar set; thence South 89 degrees 04 minutes 08 seconds East a distance of 792.43 feet to a #5 rebar set; thence South 08 degrees 27 minutes 29 seconds West a distance of 345.59 feet to a #5 rebar set; thence South 26 degrees 53 minutes 32 seconds West a distance of 320.70 feet to a #5 rebar set; thence South 21 degrees 17 minutes 29 seconds West a distance of 341.48 feet to a #5 rebar set; thence South 24 degrees 53 minutes 41 seconds East a distance of 300.34 feet to the True Point of Beginning, containing 76.14 acres more or less being subject to all that portion being used for public road purposes. (21-0-0004-001-00; 21-0-0004-006-00 and 21-0-0002-000-00 pt)

Tract II:

A tract of land lying in part of the Northeast Quarter of Section 1, Township 3 South, Range 8 West and the Northwest Quarter of Section 6, Township 3 South, Range 7 West of the Fourth Principal Meridian, Adams County, Illinois being more particularly described as follows:

Beginning at a found iron pin at the Southeast corner of said Northeast Quarter; thence North 88 degrees 30 minutes 03 seconds West along the South line of said Northeast Quarter a distance of 697.47 feet; a #5 rebar set as a reference marker bears North 24 degrees 53 minutes 41 seconds West a distance of 30.00 feet; thence leaving said South line North 24 degrees 53 minutes 41 seconds West a distance of 300.34 feet to a #5 rebar set; thence North 21 degrees 17 minutes 29 seconds East a distance of 341.48 feet to a #5 rebar set; thence North 26 degrees 53 minutes 32 seconds East a distance of 320.70 feet to a #5 rebar set; thence North 08 degrees 27 minutes 29 seconds East a distance of 345.59 feet to a #5 rebar set; thence North 89 degrees 04 minutes 08 seconds West a distance of 792.43 feet to a #5 rebar set; thence North 01 degrees 04 minutes 16 seconds East a distance of 1124.49 feet to a found stone; thence South 89 degrees 15 minutes 02 seconds East a distance of 1334.47 feet to a #5 rebar set; thence South 01 degrees 26 minutes 27 seconds West a distance of 64.08 feet to a #5 rebar set; thence South 89 degrees 27 minutes 03 seconds East a distance of 1564.79 feet to a point on the centerline of E. 1325th Street; a #5 rebar set as a reference marker bears North 89 degrees 27 minutes 03 seconds West a distance of 30.00 feet; thence South 04 degrees 23 minutes 05 seconds East along said centerline a distance of 2302.69 feet to a point on the South line of said Northwest Quarter; thence North 89 degrees 09 minutes 12 seconds West along said South line a distance of 1174.77 feet; a #5 rebar set as a reference marker bears North 01 degrees 26 minutes 27 seconds East a distance of 30.00 feet; thence leaving said South line North 01 degrees 26 minutes 27 seconds East a distance of 222.91 feet to a #5 rebar set; thence North 87 degrees 51 minutes 09 seconds West a distance of 170.60 feet to a #5 rebar set; thence North 01 degrees 26 minutes 27 seconds East a distance of 133.49 feet to a #5 rebar set; thence North 88 degrees 02 minutes 38 seconds West a distance of 369.48 feet to a #5 rebar set; thence South 01 degrees 26 minutes 27 seconds West a distance of 367.42 feet to a point on said South line; a #5 rebar set as a reference marker bears North 01 degrees 26 minutes 27 seconds East a distance of 30.00 feet; thence North 89 degrees 09 minutes 12 seconds West a distance of 83.58 feet to a found iron pin at the Southwest corner of said Northwest Quarter; thence South 01 degrees 26 minutes 27 seconds West along the West line of said Northwest Quarter a distance of 7.98 feet to the Point of Beginning, containing 137.95 acres more or less being subject to all that portion being used for public road purposes. (21-0-0002-000-00 pt and 18-0-0050-000-00 pt)

Tract III:

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SCHEDULE A
(Continued)

Forty-seven and One-half (47½) acres off of the East end of the North One-half (N½) of the Southwest Quarter (SW¼) of Section Thirty-two (32), in Township Two (2) South of the Base Line, Range Seven (7) West of the Fourth Principal Meridian, Adams County, Illinois, comprising all of said North One-half (N½) of said Southwest Quarter (SW¼); EXCEPT Forty (40) acres on West end thereof. (17-0-0407-000-00)

Tract IV:

A tract of land lying in part of the Northwest Quarter of Section 6, Township 3 South, Range 7 West of the Fourth Principal Meridian, Adams County, Illinois being more particularly described as follows:

Commencing at a found iron pin at the Southwest corner of said Northwest Quarter; thence South 89 degrees 09 minutes 12 seconds East along the South line of said Northwest Quarter a distance of 83.58 feet to the True Point of Beginning, a #5 rebar set as a reference marker bears North 01 degrees 26 minutes 27 seconds East a distance of 30.00 feet; thence leaving said South line North 01 degrees 26 minutes 27 seconds East a distance of 367.42 feet to a #5 rebar set; thence South 88 degrees 02 minutes 38 seconds East a distance of 369.48 feet to a #5 rebar set; thence South 01 degrees 26 minutes 27 seconds West a distance of 133.49 feet to a #5 rebar set; thence South 87 degrees 51 minutes 09 seconds East a distance of 170.60 feet to a #5 rebar set; thence South 01 degrees 26 minutes 27 seconds West a distance of 222.91 feet to a point on said South line, a #5 rebar set as a reference marker bears North 01 degrees 26 minutes 27 seconds East a distance of 30.00 feet; thence North 89 degrees 09 minutes 12 seconds West along said South line a distance of 540.08 feet to the point of beginning, containing 3.97 acres more or less being subject to all that portion being used for public road purposes. (18-0-0050-000-00 pt)

Tracts I, II and IV per Survey #24-0229 as made in January 2025 by Norman D. Ellerbrock, Illinois Professional Land Surveyor #35-3159 and recorded as Document No. 2025R-_____ to which reference is made for greater certainty.

Adams County Abstract & Title Co.

By: _____

Adams County Abstract & Title Co.

This page is only a part of a 2021 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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(39727.PFD/39727/4)

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. Instruments creating the estate or interest to be insured, in insurable form, must be executed, delivered and duly filed for record.
6. In the event any party to the transaction contemplates the use of a Power of Attorney, the Company requires submission of the Power of Attorney for approval no less than three days prior to closing.
7. The Company requires receipt of final loan figures no less than 24 hours prior to closing.
8. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact your local Title office regarding the application of this new law to your transaction.
9. Release of any mortgage set forth in Schedule B unless the policies to be issued hereunder are to be subject to such mortgage, if any.
10. Executed ALTA 3738 Statement, if applicable.
11. 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.
12. 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.
13. 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.
14. The Company should be provided a statement from the borrower(s) relative to any mortgage shown on Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or post postponed payments or other restructuring of the debt secured by the mortgage.

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SCHEDULE B
(Continued)**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. 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.
2. Rights or claims of parties in possession not shown by the Public Records.
3. 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.
4. Easements, or claims of easements, not shown by the Public Records.
5. 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.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. Financing Statements, if any, not indexed against said real estate. The following Financing Statements are indexed against the real estate: None.
8. Rights of the public, the State of Illinois, the township and the municipality in and to that part of the premises in question taken, used or dedicated for roads or highways.
9. Rights of way for drainage ditches, drain tiles, feeders, laterals, public utilities and underground pipes, if any.
10. Under the provisions of the Illinois Religious Freedom Protection and Civil Union Act, the parties to a Civil Union or any substantially similar legal relationship recognized by another state, are the same as those of married persons. Any reference herein to "spouse", "marital rights", "husband", "wife" or similar reference to marital status or rights associated with marital status, shall include parties to a Civil Union or any substantially similar legal relationship recognized by another state and the rights thereunder.
11. Taxes for the year 2024, not yet due and payable.
Tax Code Nos. 21-0-0004-001-00; 21-0-0004-006-00 & 21-0-0002-000-00 (pt) (I) and 21-0-0002-000-00 (pt) & 18-0-0050-000-00 (pt) (II) and 17-0-0407-000-00 (III) and 18-0-0050-000-00 (pt) (IV).

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SCHEDULE B
(Continued)

12. INFORMATIONAL NOTE: Taxes for the year 2023 in the total amount of \$11,354.26 are PAID.
- Lot Size: 76.14 A (I) - 137.95 A (II) - 47.5 A (III) - 3.97 A (IV)
13. Right of Way Easement to Soyland Power Cooperative, Inc recorded in Book 706, at page 510. (pt NE 1 and NW 6) (re: Tracts I & II)
14. Right of Way Easements to ABS Water Co-Operative recorded in Book 709, at page 5176. (re: Tracts I & II)
15. Right of Way Easements to ABS Water Co-Operative recorded in Book 709, at page 12675. (re: Tract III)
16. Memorandum of Option to purchase Transmission Easement recorded as Document No. 2014R-02728, grantee; Ameren Transmission Company of Illinois, and Transmission Easement to Ameren Transmission Company of Illinois, recorded as Document No. 2016R-03778. (re: Tracts I & II)
17. Dedication of Right of Way for public road purposes recorded in Book 10 of Right of Ways, at page 326. (re: Tract I)
18. Reservation of one-half (1/2) of all oil, gas and mineral rights contained in Warranty Deed recorded in Book 475, at page 866. (re: Tract II)
19. Plat of Survey recorded in Book 14 of Plats, at page 219. (re: Tract I)
20. Right of Way Easement to Adams Electrical Co-Operative recorded in Book 12 of Right of Ways, at page 1467. (re: Tracts I & II)
21. Right of Way Easement to Adams Telephone Co-Operative recorded as Document No. 2019R-08991. (re: Tracts I & II)
22. Terms, powers, provisions and limitations of the trusts under which title is held.
23. Matters shown on plat of survey furnished the company. NOTE: To be recorded prior to any conveyance.
24. 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.

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(39727.PFD39727/4)

Adams County Abstract & Title Co.

231 N 6th St, Quincy IL 62301-2905 • (217) 222-2090 • FAX (217) 222-2694

Privacy Statement

January 1, 2024

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested,
- to third-party contractors or service providers who provide services or other functions on our behalf.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of our important responsibilities is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Adams County Abstract & Title Co.
231 N 6th St
Quincy IL 62301-2905

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

Dingerson
Auction
Plat of Survey

A circular postmark from Montreal, Quebec, dated 20-11-65. The text inside the circle reads: "MONTREAL QUEBEC", "20-11-65", and "POSTAL TELEGRAPH".

A horizontal number line is shown with major tick marks at 0, 100, 200, and 400. A red rectangular segment is drawn between the 100 and 200 marks. Below this segment, the text "100 = 200" is written.

1 OF 1	SHEET NO.
62022	PROJECT NO.
62022	DRAWING NAME
202	DATE
12/1/77	DESIGNED BY
KAR	CHECKED BY

PLAY OF SURVEY

PLAT OF SURVEY
SEC. 1, T35, R2W & SEC. 6, T35, R2W
4TH PM, ADAMS COUNTY, ILLINOIS

**FOUR POINTS LANDSURVEYING
& ENGINEERING, INC.**
17 NORTHPORT PLAZA
HARRISBURG, MD 21740
373.406.5535
KUNDS PRODUCTIONS, DESIGN MEDIA 2104 CHANDLER

REPORTED FOR
KARL DINGFROST