

# ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

**5271-2400240**

## 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 one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Michael J. Nolan  
Authorized Officer or Agent

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ALTA Commitment for Title Insurance (07/01/2021)



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

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company 1043 S. Fifth St. Springfield, IL 62703 Main Phone: (217)789-9863 Email: springfield.il@ctt.com	

**Order Number: 5271-2400240**

**Property Ref.:** Farmland, Pawnee, IL 62558

## SCHEDULE A

1. Commitment Date: March 22, 2024

2. Policy to be issued:

(a) ALTA Owner's Policy 2021

Proposed Insured:

Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below

Proposed Amount of Insurance: \$15,000.00

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:

MARINE BANK, SPRINGFIELD, as successor trustee of a testamentary trust for the benefit of Susan Woods Homeier created under the Last Will and Testament of Frances Shepherd Schryver dated October 31, 1960, and amended by a codicil dated March 27, 1961, admitted to probate in the Circuit Court of Sangamon County, Illinois, on May 10, 1961, in Case No.: 28125.

5. The Land is described as follows:

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

## END OF SCHEDULE A

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ALTA Commitment for Title Insurance (07/01/2021)



## EXHIBIT "A"

### Legal Description

**For APN/Parcel ID(s): 29-35.0-200-008 (Parcel 1), 29-35.0-100-015 (Parcel 2), 29-35.0-300-009 (Parcel 3), 29-35.0-200-004 (Parcel 4), 29-35.0-400-001 (Parcel 5) and 35-02.0-200-002 (Parcel 6)**

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**Parcel 1:** (Auction Tract 3)

The South Half (1/2) of the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of Section 35;

**Parcel 2:** (Part of Auction Tract 2)

The East Quarter (1/4) of the South 2 acres of the Southeast Quarter (1/4) of the Northwest Quarter (1/4) of Section 35;

**Parcel 3:** (Part of Auction Tract 2)

The East Quarter (1/4) of Lot 4 of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section 35;

**Parcel 4:** (Part of Auction Tract 2)

Lot 2 of the Southwest Quarter (1/4) of the Northeast Quarter (1/4) of Section 35;

**Parcel 5:** (Part of Auction Tract 2)

Lot 3 of the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 35;

All in Township Fourteen (14) North, Range Five (5) West of the Third Principal Meridian, in Sangamon County, Illinois.

For a more particular description of said Lots reference is had to the Plat in Partition of the Estate of Jacob Weber, deceased, in Chancery Record 5, Page 187, in the Office of the Circuit Clerk, in Sangamon County, Illinois.

Also, described in the Inventory of the Estate of Frances Shepherd Schryver, filed in the Circuit Court of Sangamon County, Illinois, February 6, 1962, and as amended and filed September 13, 1965 (Estate #28125).

**Parcel 6:** (Auction Tract 1)

The East Half (1/2) of the Northeast Quarter (1/4) of Section 2, in Township Thirteen (13) North, Range Five (5) West of the Third Principal Meridian, in Sangamon County, Illinois.

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ALTA Commitment for Title Insurance (07/01/2021)



## EXHIBIT "A"

### Legal Description

Except any interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

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Name and Address of Title Insurance Company: Chicago Title Company  
1043 S. Fifth St.  
Springfield, IL 62703

### 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. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
8. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**

### END OF SCHEDULE B, PART I

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1043 S. Fifth St.  
Springfield, IL 62703

## **SCHEDULE B, PART II EXCEPTIONS**

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

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

### **General Exceptions**

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

Permanent Tax No.: 29-35.0-200-008 (Parcel 1)(Auction Tract 3)

Note: Taxes for the year 2022 amounting to \$539.68 are paid of record.

Permanent Tax No.: 29-35.0-100-015 (Parcel 2)(Part of Auction Tract 2)

Note: Taxes for the year 2022 amounting to \$11.82 are paid of record.

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Name and Address of Title Insurance Company: Chicago Title Company  
1043 S. Fifth St.  
Springfield, IL 62703

## SCHEDULE B, PART II EXCEPTIONS

(continued)

Permanent Tax No.: 29-35.0-300-009 (Parcel 3)(Part of Auction Tract 2)

Note: Taxes for the year 2022 amounting to \$86.34 are paid of record.

Permanent Tax No.: 29-35.0-200-004 (Parcel 4)(Part of Auction Tract 2)

Note: Taxes for the year 2022 amounting to \$79.80 are paid of record.

Permanent Tax No.: 29-35.0-400-001 (Parcel 5)(Part of Auction Tract 2)

Note: Taxes for the year 2022 amounting to \$566.40 are paid of record.

Permanent Tax No.: 35-02.0-200-002 (Parcel 6)(Auction Tract 1)

Note: Taxes for the year 2022 amounting to \$3,229.94 are paid of record.

9. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
10. Terms, powers, provisions, and limitations of the Trust under which title to the Land is held.
11. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;
- Purpose: Public Highway  
Affects: See instrument  
Recording No: [146364](#)
12. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;
- Purpose: Public Highway  
Affects: See instrument  
Recording No: [146366](#)

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Name and Address of Title Insurance Company: Chicago Title Company  
1043 S. Fifth St.  
Springfield, IL 62703

**SCHEDULE B, PART II**  
**EXCEPTIONS**  
(continued)

13. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;
- Purpose: Public Roadway  
Affects: See instrument  
Recording No: [293876](#)
14. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- In favor of: General Telephone Company of Illinois  
Purpose: communication Lines  
Recording Date: December 31, 1962  
Recording No: [296234](#)  
Affects: Parcel 1
15. Coal Deed to Peabody Coal Company recorded April 6, 1965 as Document [307729](#). (Affects Parcel 6)
- Note: this mineral chain was not followed out.
16. Coal Deed to Peabody Coal Company recorded October 26, 1965 as Document No. [311170](#). (Affects Parcels 2-5)
- Note: this mineral chain was not followed out.
17. Coal Deed to Peabody Coal Company recorded February 8, 1966 as Document No. [312633](#) (Affects Parcel 1)
- Note: this mineral chain was not followed out.
18. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:
- In favor of: General Telephone Company of Illinois  
Purpose: Communication system  
Recording Date: May 19, 1970  
Recording No: [334069](#)  
Affects: Parcel 1

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## SCHEDULE B, PART II EXCEPTIONS

(continued)

19. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein.
- Dated: November 1, 1960  
Lessor: Francis Shepherd Schryver, a widow by death  
Lessee: Victor R. Gallagher  
Recording Date: November 2, 2003  
Recording No: [422132](#)
20. All rights and easements in favor of the holder of any interest in the mineral estate excepted from the legal description in Schedule A hereof, or of any party claiming by, through, or under said holder, if any.
- Note: No examination has been made of the title to minerals excepted in the legal description.
21. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes, together with utility rights therein
22. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
23. The acreage indicated in the legal description on Schedule A is solely for the purpose of identifying the Land. The Company does not insure the quantity of the Land.
24. The Land described in Schedule A either is unsubdivided property or constitutes part of a subdivided lot. As a result, a Plat Act Affidavit should accompany any conveyance to be recorded. In the alternative, compliance should be had with the provisions of the Plat Act (765 ILCS 205/1 et seq.)

## END OF SCHEDULE B, PART II

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**COMMITMENT CONDITIONS****1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements;
- f. Schedule B, Part II-Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

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

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(continued)

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

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is Two Million And No/100 Dollars (\$2,000,000.00) or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**END OF CONDITIONS****1031 EXCHANGE SERVICES**

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

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Inquire before you wire!

## WIRE FRAUD ALERT

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

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

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

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

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

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

## **FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE**

Effective December 1, 2023

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

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

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

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

We may collect Personal Information about you from:

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

### **Collection of Browsing Information**

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

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

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

### **Other Online Specifics**

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

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

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

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

### **Use of Personal Information**

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

### **When Information Is Disclosed**

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

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

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

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

### **Security of Your Information**

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

### **Choices With Your Information**

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

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

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

**For Colorado Residents:** For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

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

**For Oregon Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

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

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

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

### **Information From Children**

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

### **International Users**

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

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

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

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

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

### **Accessing and Correcting Information; Contact Us**

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

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



## TRUSTEE'S DEED

3

The Grantor, JPMORGAN CHASE BANK, N.A., formerly known as Bank One, formerly known as Springfield Marine Bank, of the County of Sangamon, State of Illinois, AS TRUSTEE of a testamentary trust for the benefit of Susan Woods Homeier created under the Last Will and Testament of Frances Shepherd Schryver, dated October 31, 1960 and amended by a codicil dated March 27, 1961, admitted to probate in the Circuit Court of Sangamon County, Illinois, on May 10, 1961, in Case No.: 28125, not individually or personally, and in consideration of the sum of TWO DOLLARS (\$2.00) in hand paid, does hereby CONVEY unto the Grantee, MARINE BANK, SPRINGFIELD, as successor trustee of a testamentary trust for the benefit of Susan Woods Homeier created under the Last Will and Testament of Frances Shepherd Schryver dated October 31, 1960, and amended by a codicil dated March 27, 1961, admitted to probate in the Circuit Court of Sangamon County, Illinois, on May 10, 1961, in Case No.: 28125, of the County of Sangamon, State of Illinois, the following described real estate:

The South Half (1/2) of the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of Section 35; the East Quarter (1/4) of the South 2 acres of the Southeast Quarter (1/4) of the Northwest Quarter (1/4) of Section 35; the East Quarter (1/4) of Lot 4 of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section 35; Lot 2 of the Southwest Quarter (1/4) of the Northeast Quarter (1/4) of Section 35; Lot 3 of the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 35; all in Township Fourteen (14) North, Range Five (5) West of the Third Principal Meridian, in Sangamon County, Illinois.

For a more particular description of said Lots reference is had to the Plat in Partition of the Estate of Jacob Weber, deceased, in Chancery Record 5, Page 187, in the Office of the Circuit Clerk, in Sangamon County, Illinois.

Also, described in the Inventory of the Estate of Frances Shepherd Schryver, filed in the Circuit Court of Sangamon County, Illinois, February 6, 1962, and as amended and filed September 13, 1965 (Estate #28125).

Also, the East Half (1/2) of the Northeast Quarter (1/4) of Section 2, in Township Thirteen (13) North, Range Five (5) West of the Third Principal Meridian, in Sangamon County, Illinois.

Commonly known as: Farmland

Tax I.D. #s: 29-35.0-100-015  
29-35.0-200-004  
29-35.0-200-008  
29-35.0-300-009  
29-35.0-400-001  
35-02.0-200-002

SUBJECT TO: all covenants of record; building and use restrictions of record; conveyances or reservations of coal, minerals and mining rights of record, if any; easements of record or in place; and the liens of the taxes for 2007 and subsequent years, which the Grantee herein assumes and agrees to pay.

To have and to hold unto said Grantee free and discharged of said Trust, but without covenant, warranty, or liability on the part of said Grantor, express or implied. This deed is executed pursuant to authorization of the Board of Directors of said Grantor.



\* 2 0 0 8 R 0 5 6 6 8 \*

2008R05668

02/08/2008 04:29PM

REC FEE: 15.00

REC REST FEE: 4.00

GIS FEE: 9.00

GIS REST FEE: 1.00

RHSP FEE: 10.00

TOTAL: \$39.00

PAGES: 3

JENNIFER

MARY ANN LAMM

SANGAMON COUNTY RECORDER

RECORDING INFORMATION ONLY



This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

Exempt under provision of Paragraph (e), 35 ILCS 200/31-45, Real Estate Transfer Tax Act.

Dated this 30<sup>th</sup> day of January, 2008.

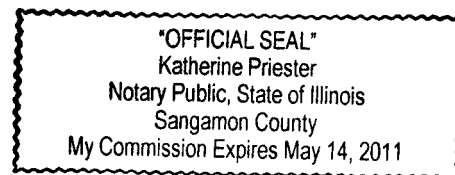
JPMorgan Chase Bank, N.A., as Trustee  
aforesaid and not individually or personally

By Patrick R. Gooding  
Its Vice President and Farm Manager

ATTEST:

Katherine A. Priester  
Its Fiduciary Officer JPMorgan

STATE OF ILLINOIS )  
COUNTY OF SANGAMON ) SS.



I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Patrick R. Gooding, as Farm Manager, and Heather Smith, as Trust Officer, of JPMORGAN CHASE BANK, N.A., AS TRUSTEE of a testamentary trust for the benefit of Susan Woods Homeier created under the Last Will and Testament of Frances Shepherd Schryver, dated October 31, 1960 and amended by a codicil dated March 27, 1961, admitted to probate in the Circuit Court of Sangamon County, Illinois, on May 10, 1961, in Case No.: 28125, personally known to me to be the Schryver Trust and \_\_\_\_\_ of said Bank, respectively, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers they signed, sealed and delivered the foregoing instrument and caused the corporate seal of said Bank to be affixed thereto, as their free and voluntary act and as the free and voluntary act and deed of said Trustee for the uses and purposes therein set forth, pursuant to the authority of its Board of Directors.

Given under my hand and notarial seal this 30<sup>th</sup> day of January, 2008.

Katherine Priester  
Notary Public

Prepared by:  
Barber, Segatto, Hoffee & Hines  
P. O. Box 79  
Springfield, IL 62705-0079  
217/544-4868

Mail to and Tax Bill to Grantee:  
Marine Bank, Springfield, Successor Trustee  
3050 W. Wabash  
Springfield, IL 62704

**AFFIDAVIT FOR PURPOSE OF PLAT ACT AND SURVEY REQUIREMENTS**

(Relevant Zoning and Subdivision Ordinances Will Also Apply)

STATE OF ILLINOIS )

) SS

COUNTY OF SANGAMON )

DATE: 2/7/08

Affiant is a resident of Sangamon Co, and is (agent for) (an officer) (one of) the grantor(s) in a (deed) (lease) bearing the above date transferring an interest in the real estate described in the accompanying document(s). Affiant further states this transfer is exempt from the Illinois Plat Act because it is:

☒ a. NOT A DIVISION OF LAND;

- ☒ 1. Conveyance of entire parcel as described in current tax records,  
( ) 2. Conveyance of a parcel resulting from a division contained in a document recorded prior to November 1, 1987. Indicate the recording date \_\_\_\_\_ and the document number \_\_\_\_\_.

( ) b. A division or subdivision of land into tracts five acres or more in size which does not involve any new streets or easements of access;

- \*\* ( ) 1. Division by metes and bounds description;  
( ) 2. Fractional Parts Division;

( ) c. A division of lots or blocks in any approved and recorded subdivision which does not involve any new streets of easement access;

- \*\* ( ) 1. Division is being done to create a new building site;  
( ) 2. Division is being done to add land to a contiguous lot and no drainage or utility easements are affected;

\*\* ( ) d. A sale or exchange of land between owners of adjoining and contiguous land provided a new building site is not being created,

( ) e. A conveyance of land for use as a right of way for railroad or other public utilities which does not involve any new streets or easements of access;

( ) f. A conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;

( ) g. A conveyance of land for highway or other public purposes and grants relating to the dedication or vacation of land for public use;

( ) h. A conveyance made to correct descriptions in prior conveyances.

\*\* ( ) i. A conveyance of land resulting from the one-time division of a parcel which is less than 5 acres and existed on July 17, 1959 and which does not involve any new streets or easements of access.

\*\* ( ) j. A conveyance of land less than five acres resulting from the one-time division of a parcel greater than 5 acres which existed on October 1, 1973 and which does not involve any new streets or easements of access.

\*\* ( ) k. A division of land to allow fee simple sale of a duplex.

\*\* ( ) l. Division meets criteria for agricultural exemption.

\*\* If an exemption with a double asterisk is checked also check one of the following:

\_\_\_\_\_ Plat Officer Approval is required and attached.

\_\_\_\_\_ Plat Officer Approval is not required because parcel is located wholly within municipal limits of \_\_\_\_\_ which does not require Plat Officer review.

\_\_\_\_\_ Agricultural Exemption Certificate Attached.

Further affiant sayeth not.

Signature: \_\_\_\_\_



## EASEMENT

Document Number 146364

J. F. Lard To Sangamon County.

STATE OF ILLINOIS  
COUNTY OF SANGAMON  
DEPARTMENT OF HIGHWAYS  
Springfield, Ill.

## DEDICATION OF RIGHT OF WAY FOR PUBLIC ROAD PURPOSES.

THIS INDENTURE WITNESSETH, That the Grantor J.F. Lard of the County of Sangamon and State of Illinois, for and in consideration of benefits derived from the construction and maintenance of the highway herein referred to, does, by these presents, hereby grant, convey and dedicate to the people of Sangamon County, State of Illinois, for the purpose of a public highway, tracts of land situated in the County of Sangamon and State of Illinois, and described as follows:

S.A.R. 5-b-1  
5-B-3  
5-B-6

## 5-B-1

In general the land is described as being a part of the S.W. $\frac{1}{4}$  of the S.W. $\frac{1}{4}$  of Sec. 26, T. 14 N., R. 5 W. of the 3rd P.M.

The point of beginning of said tract of land is described as follows: From a stone at the S.W. corner of said Section 26; thence N. 89°-45' E. 71.0 ft., thence North 25.0 ft. to the point of beginning.

The land is described in detail as follows: From the said point of beginning N. 89°-45' E. 155 ft., thence N. 45°-07' W. 283.4 ft., thence North 275.0 ft., thence West 7.0 ft., thence South 421.1 ft., thence S. 43°-51' E. 75.6 ft., to the point of beginning; containing 0.52 Acres, more or less.

## 5-B-3

In general the tracts of land are described as being a part of the N.2 of Section 35, T. 14 N., R. 5 W. of the 3rd P.M.

## Parcel "A"

The land in Parcel "A" is described in detail as follows: Beginning at a point that is south 16.0 ft., from an iron pin at the N.W. corner of the N.E. $\frac{1}{4}$  of the N.W. $\frac{1}{4}$  of said Section 35, thence N. 89°-56' E. 13.1 ft., thence S. 76°-53' E. 625.8 ft., thence south 9.2 ft., thence N. 77°-10' W. 618.8 ft., thence N. 83°-42' W. 18.8 ft., thence North 12.0 ft., to the point of beginning, containing 0.15 acres, more or less.

## Parcel "B"

The point of beginning of said Parcel "B" is described in detail as follows: From an iron pin at the N.W. corner of the N.E. $\frac{1}{4}$  of the N.W. $\frac{1}{4}$  of Section 35, T. 14 N., R. 5 W. of the 3rd P.M., thence S. 77°-10' E. 1047.2 ft., thence S. 89°-52' E. 16.1 ft., thence North 22.0 ft. to the point of beginning.

The land in said Parcel "B" is described in detail as follows: From the said point of beginning N. 77°-10' W. 69.0 ft., thence S. 83°-31' E. 110.6 ft., thence S. 89°-52' E. 600.2 ft., thence N. 83°-22' E. 47.2 ft., thence S. 76°-35' W. 45.1 ft., thence N. 89°-41' W. 639.8 ft., to the point of beginning, containing 0.05 acres, more or less.

## Parcel "C"

The land in Parcel "C" is described in detail as follows: Beginning 19.0 ft., West of a stone at the S.E. corner of the N.W. $\frac{1}{4}$  of the N.E. $\frac{1}{4}$  of said Sec. 35, thence N. 0°-18' E. 812.7 ft., thence N. 0°-56' E. 257.3 ft., more or less, thence North westerly along a curve of 350 ft. radius for a distance of 305 ft., more or less, thence S. 75°-48' W. 748.5 ft., thence S. 89°-52' E. 20.0 ft., thence N. 76°-35' E. 584.1 ft., thence Southeasterly along a curve of 300 ft. radius for 538.6 ft., thence S. 0°-18' W. 896.0 ft., thence East 6.0 ft. to the point of beginning. Containing 0.7 Acres, more or less.



5-B-6

In general the land is described as being a part of the East 1/2 of Section 35 T. 14 N., R. 5. W. of the 3rd P.M.

The location of the point of beginning is described as follows; From a stone at the S.W. Corner of the S.E. 1/4 of the S.E. 1/4 of said Section 35, thence N. 0°-20' E., 2117.3 ft., to a stone, thence West 25.0 ft. to the point of beginning.

The land is described in detail as follows: From the said point of beginning N. 0°-18' E. 597.0 ft., thence East 10.0 ft., thence S. 0°-13' W. 597.1 ft., thence West 11.0 ft., to the point of beginning. Containing 0.14 Acres, more or less.

Total land in 5-B-1, 3 and 6 is 1.56 Acres, more or less.

Said tract also shown by the plat hereto attached and to be considered a part thereof.

And the grantor further, as a part of this dedication agree to remove any and all fences, enclosures and obstructions from the above described tract upon due notice and to completely vacate the same. After the above notice any fences, enclosures or obstructions on the above tract of ground, may be removed by the County of Sangamon, Division of Highways, or its representatives, engineers, agents, contractors or employees, and the expense thereof the said grantor agree to pay upon demand.

IN WITNESS WHEREOF, The Grantor has hereunto set his hand and seal this 25th day of February, A.D. 1926.

J.F. Lard

(SEAL)  
(SEAL)  
(SEAL)

(SEAL)  
(SEAL)  
(SEAL)

State of Illinois, }  
County of Sangamon. } ss.



I, I.P. Davenport, a Notary Public in and for said County & State, Do hereby certify, that J.F.Lard, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed & delivered the said instrument as his free & voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of February, A.D.1926.

I.P. Davenport,  
Notary Public.



Filed and Recorded at 9:00 o'clock A.M. March 20, 1926.

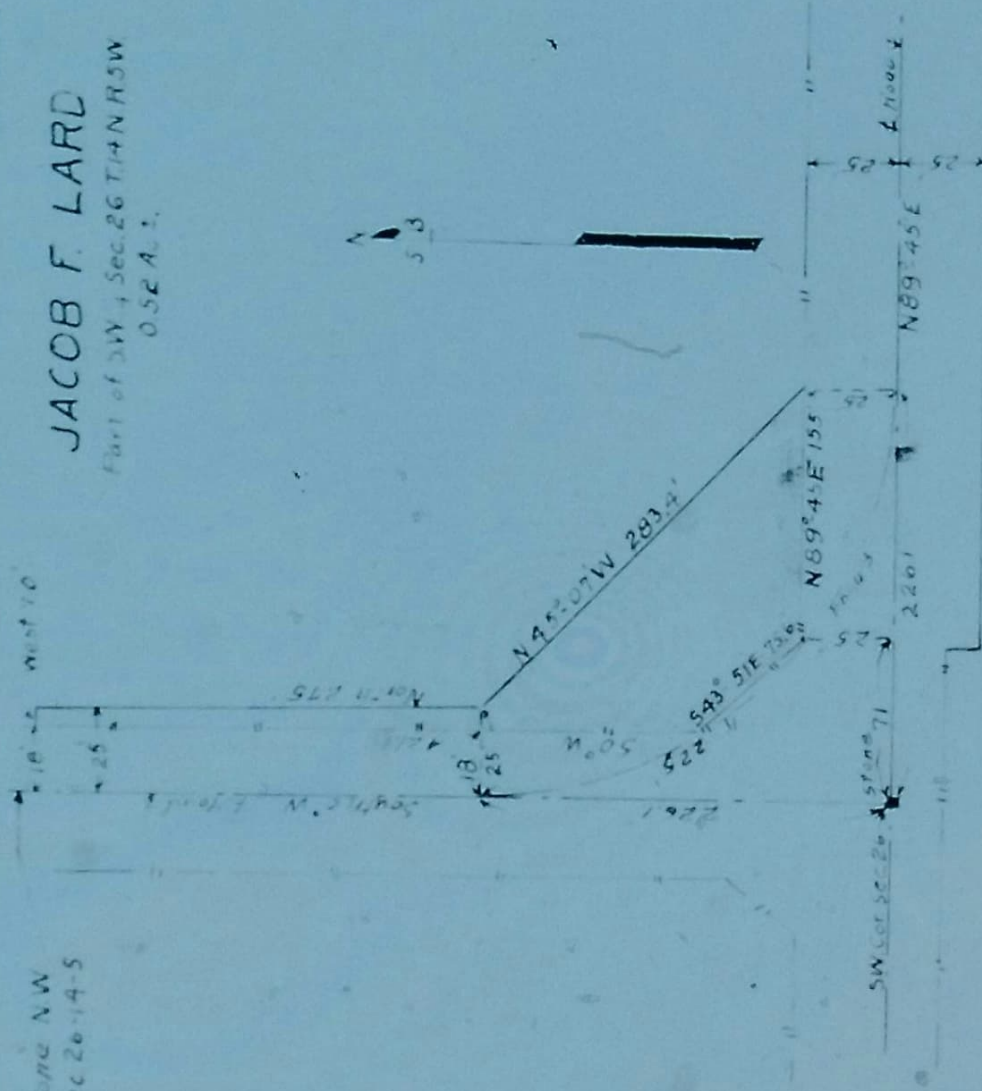
James A. Jones, Recorder of Deeds, Sangamon County, Illinois.

\*\*\*\*\*

To stone NW  
Cor Sec 26-14-5

JACOB F. LARD

Part of SW 1/4 Sec 26 T14 N R5W  
0.52 A. 2.



Stone Sec 26 T14 N R5W

PAWNEE ROAD  
SANGAMON CO. 5A R#5B  
PLAT OF RIGHT OF WAY FROM  
JACOB F. LARD

1820

5-1

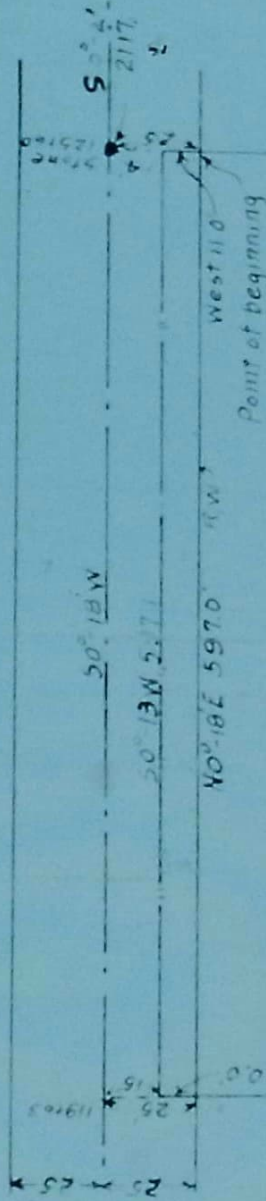


# JACOB F LARD

Part of E 1/4 Sec 35 T14N R3W

0.14 A2

N  
5.8



PAWNEE ROAD

SANGAMON CO SAR#

PLAT OF RIGHT OF WAY FM

JACOB F LARD

JACOB F. LARD  
SEC 35 T14N R15W  
0.9 AC

Q R=225

N 83° 22' E 47.2

57.6° 35' W 45.1

Parcel B 0.05 AC

N 83° 22' E 60.0

N 68° 41' W 63.8

58.3° 32' E

58.3° 52' E 20.0

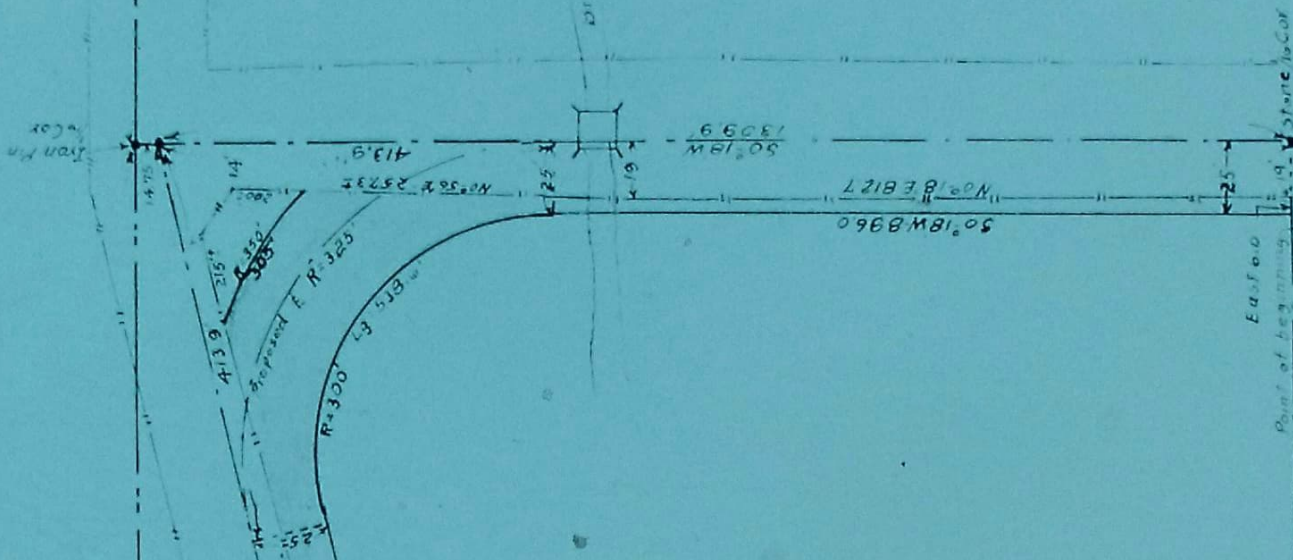
Burn

99.5 E  
N 76° 48' W 74.85  
515.48 W 58.41  
Parcel C  
0.7 AC

PAWNEE ROAD  
SANGAMON CO S1R#5B  
PLAT OF RIGHT OF WAY FROM  
JACOB F LARD

15.40

58.3





sec 26-14-5

N 89° 45 E 2671.6  
See Line

Sec. 35-145

4A-525

083°31'E-110.6  
-N 77°10'W-490

Parcel B-0.05Ac.  
589° 52'E - 6002'

277° 10 E

376° 53' E - 6258

W/W

264405

513



**E A S E M E N T**

Document Number 146366

Carroll V. Lard & Odce Lard To Sangamon County.

STATE OF ILLINOIS  
COUNTY OF SANGAMON  
DEPARTMENT OF HIGHWAYS  
Springfield, Ill.

**DEDICATION OF RIGHT OF WAY FOR PUBLIC ROAD PURPOSES.**

THIS INDENTURE WITNESSETH, That the Grantors Carroll V. Lard and Odce Lard of the County of Sangamon and State of Illinois, for and in consideration of benefits derived from the construction and maintenance of the highway herein referred to, do, by these presents, hereby grant, convey and dedicate to the people of Sangamon County, State of Illinois, for the purpose of a public highway, tracts of land situated in the County of Sangamon and State of Illinois, and described as follows:

S.A.R. 5-2-2

In general the land is described as being part of the N.W. 1/4 of the N.W. 1/4 of Section 35, T. 14 N., R. 5. W. of the 3rd P.M.

The location of the point of beginning of said tract of land is as follows: From a stone at the N.W. corner of said section 35, thence N. 89°-45' E. 50.0 ft., thence South 13.0 ft., to the point of beginning.

The land is described in detail as follows: From the said point of beginning N. 89°-45' E. 1205.9 ft., thence South 12.0 ft., thence N. 89°-45' E. 27.2 ft., thence S. 89°-45' W. 1239.8 ft., thence North 12.0 ft., to the point of beginning, containing 0.31 Acres, more or less.

Said tract also shown by the plat hereto attached and to be considered a part thereof.

And the grantor further, as a part of this dedication agree to remove any and all fences, enclosures and obstructions from the above described tract upon due notice and to completely vacate the same. After the above notice any fences, enclosures or obstructions on the above tract of ground, may be removed by the County of Sangamon, Division of Highways, or its representatives, engineers, agents, contractors or employees, and the expense thereof the said grantor agree to pay upon demand.

IN WITNESS WHEREOF, The Grantors have hereunto set their hands and seals this 25 day of February, A.D. 1926.

Carroll V. Lard  
Odce Lard

(SEAL)  
(SEAL)  
(SEAL)

(SEAL)  
(SEAL)  
(SEAL)

STATE OF ILLINOIS, }  
CO. OF SANGAMON. } ss.

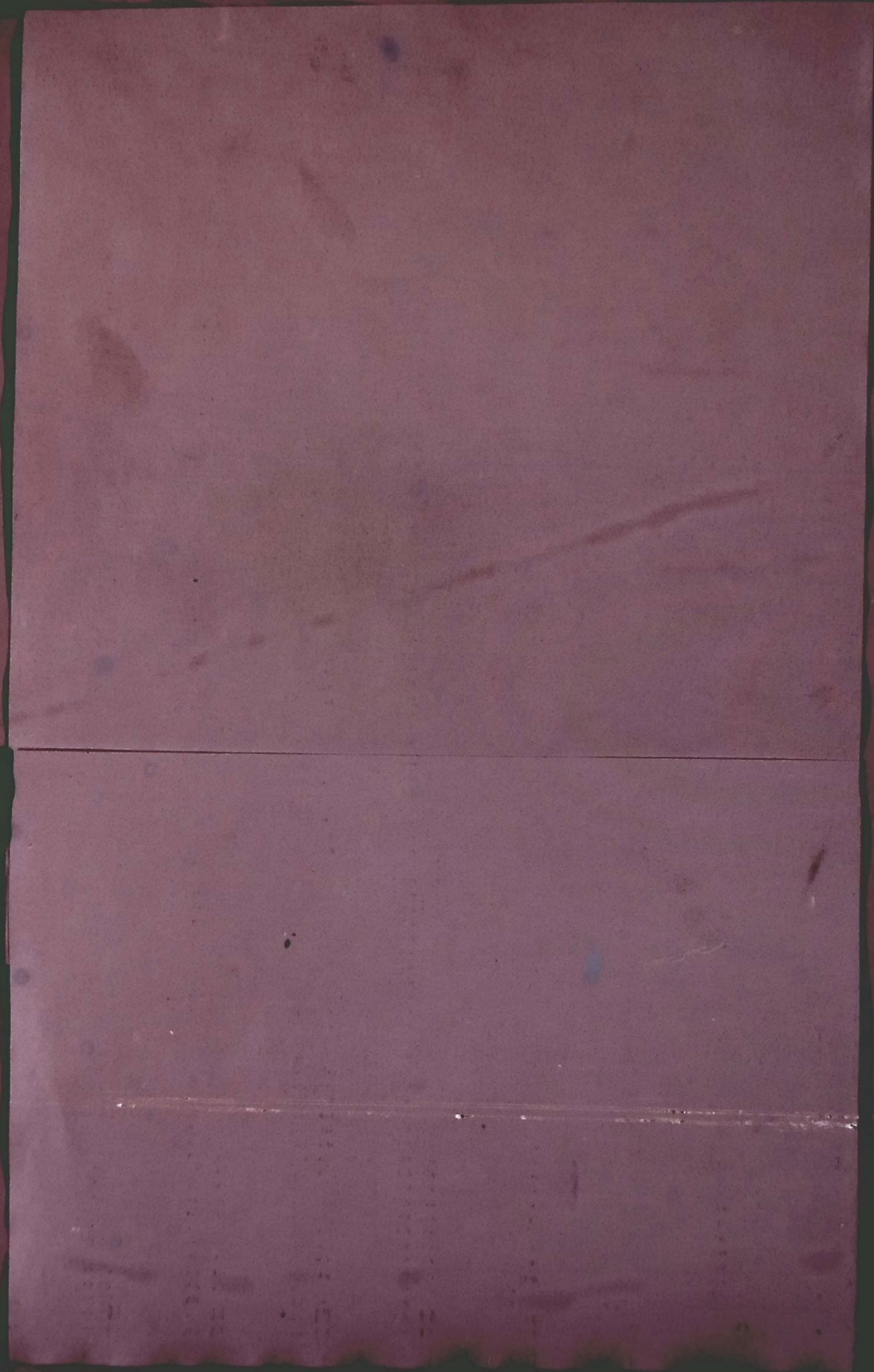


I, J. P. Burroughs, a Notary Public in and for said County and State, do hereby certify that Carroll V. Lard & Odce Lard personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

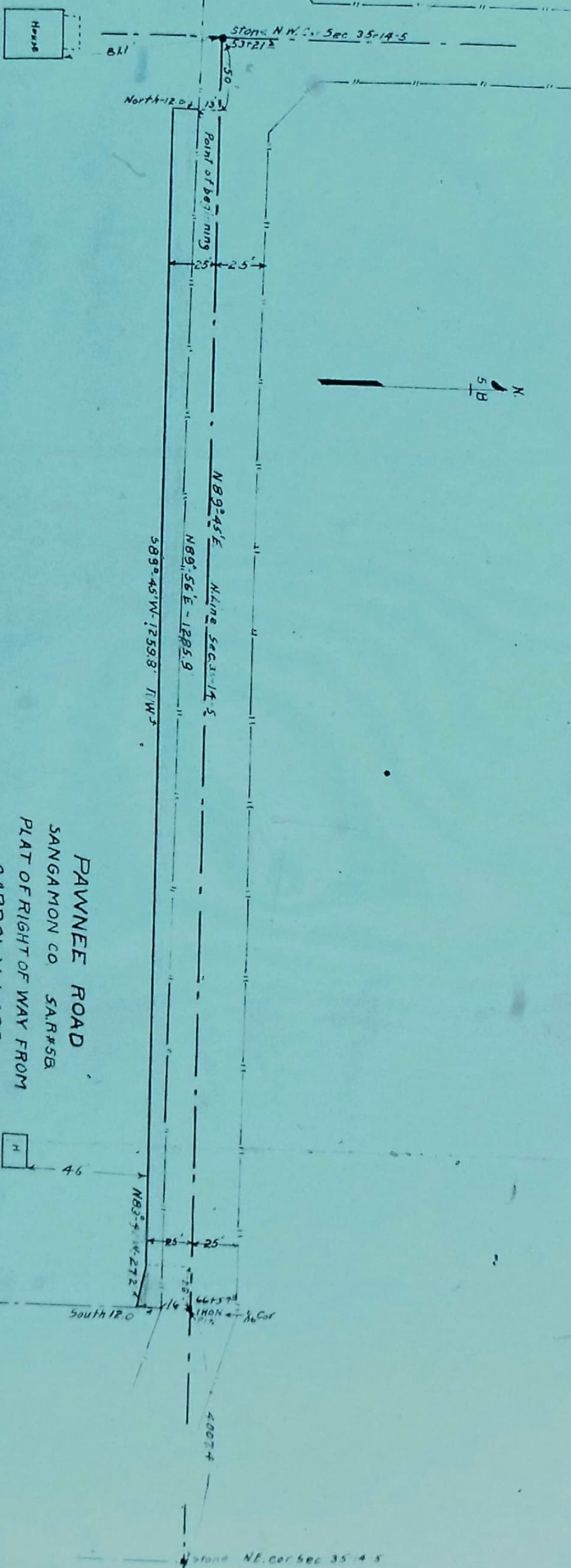
Given under my hand and notarial seal this 25th day of February, A.D. 1926.

J. P. Burroughs,  
Notary Public.





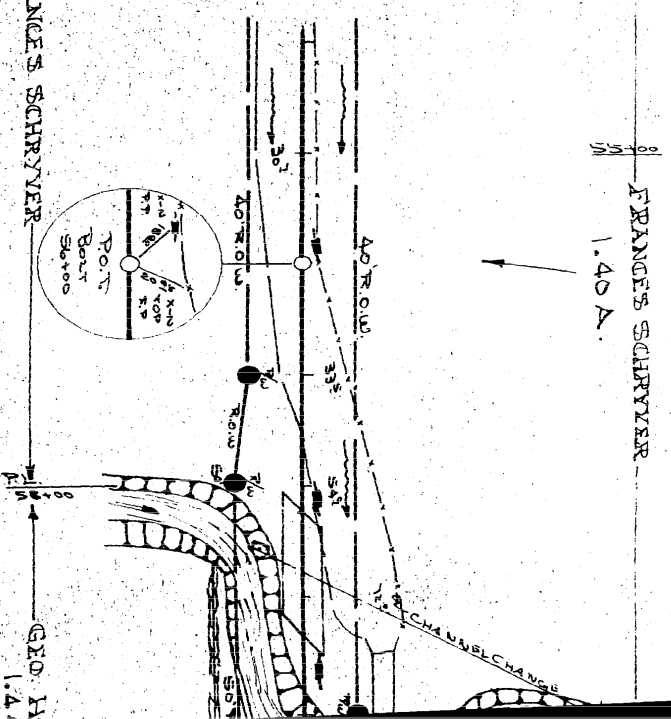
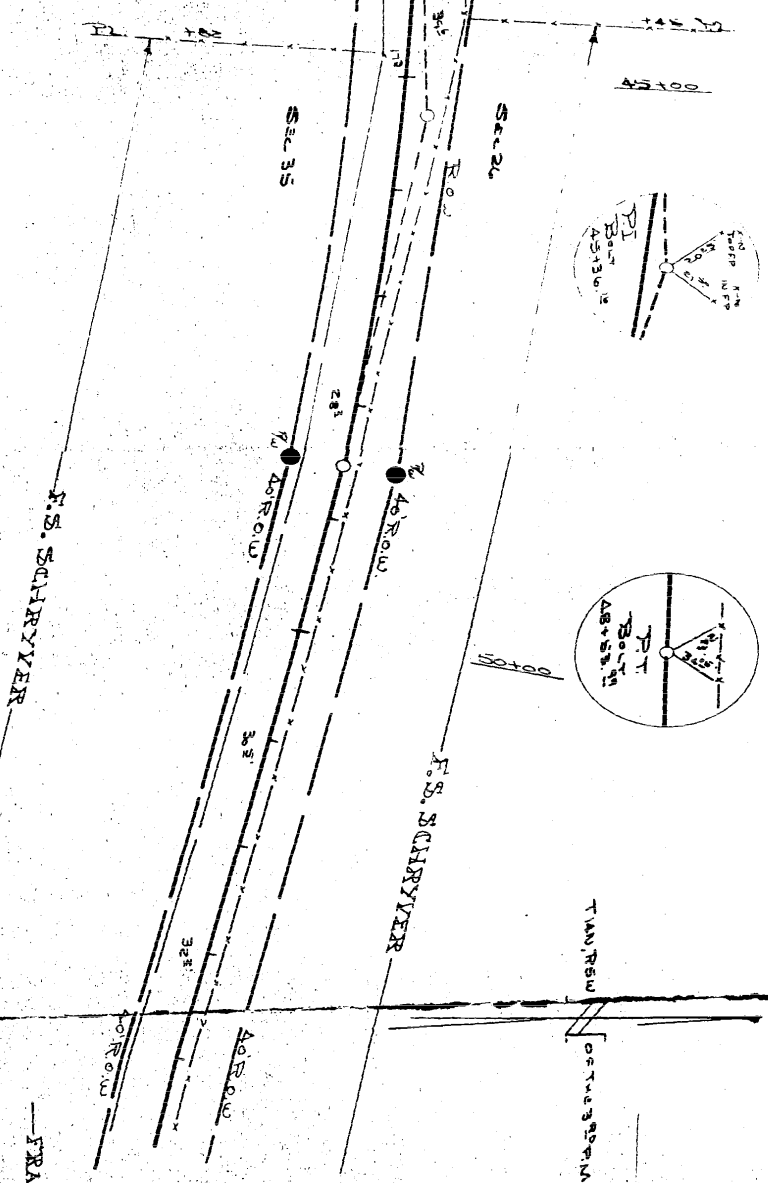
CARROL V. LARD  
 NW 1/4 SEC. 35, T.14N., R.5W.  
 0.31 A.



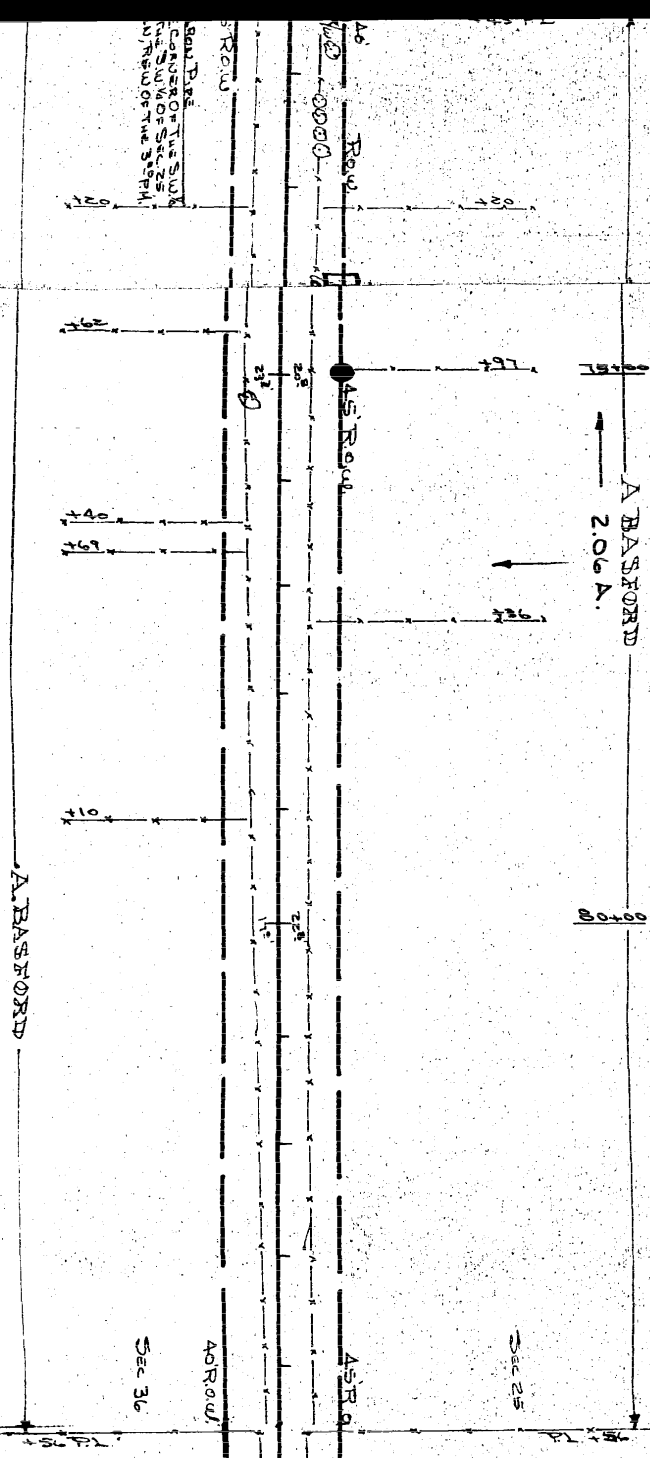
PAWNEE ROAD  
 SANGAMON CO. S.A.R.#5B.  
 PLAT OF RIGHT OF WAY FROM  
 CARROL V. LARD

12-26

5-B-2





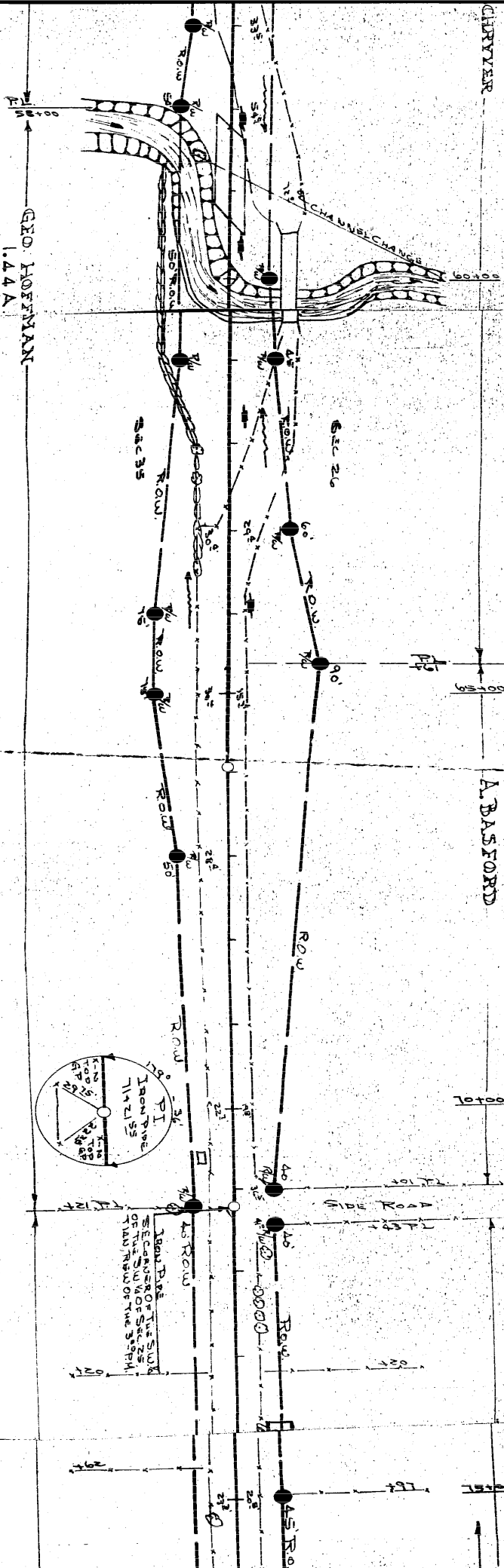


May 22, 1961

Lewis P. Lusk

CLIFFYER

A. BASFORD



GEO. HOFFMAN  
1.4.4 A

BOOK 569 PAGE 562

State of Illinois, } I hereby certify  
Sangamon County } that the foregoing  
was filed for record at \_\_\_\_\_  
and \_\_\_\_\_  
in JUL 12 1962 on \_\_\_\_\_  
Book \_\_\_\_\_ of \_\_\_\_\_  
Page \_\_\_\_\_  
*James J. [Signature]*  
RECORDED OR DATA

293876

522-5



62-6581

42-0117-0

Form 690

Received of General Telephone Company of Illinois, One Dollar (\$1.00), in consideration of which the undersigned hereby grant unto said Company, its successors and assigns, the right, privilege, easement and authority to construct, operate, patrol and maintain its communication lines, including the necessary underground cables, wires, conduits, splicing boxes, surface terminals, markers and appurtenances upon, over and across the land hereinafter specifically described, to form a part of a communication system to be owned and operated by the said Company, its successors and assigns, extending from the lands owned by the said Company and the structures thereon in Sangamon County, Illinois, to other lands and structures located beyond the lands hereinafter described, and upon, along, under and across the roads, streets, or highways on or adjoining said land hereinafter described, together with the right of access to the said land, with the right to permit the attachment of the wires of any other Company and the right to trim now and hereafter all brush and trees along the said lines as may be necessary for the installation, operation and maintenance of said lines. The property of the undersigned over which this grant is given and the location of the line or lines, to be constructed thereon are described as follows: Sec 35 E. 1/2 of N.E. 1/4 T-14-N R-5-W

The General Telephone Company will reimburse, in a reasonable amount, the property owners and tenant for any damage to growing crops or property arising from the construction and maintenance of said lines. Access to the above described property limited to an area parallel to the public road and not to exceed one (1) rod. Owners or tenant to assume no liability for facility in event of accidental damage.

Witness, notary and seal this 16th day of November, 1962, at Springfield, Illinois, Under the Last Will of Frances Shepherd Schryver

By Betty Dixon Vice President & Assistant Trust Officer (SEAL)

STATE OF ILLINOIS

COUNTY OF Sangamon

ss.

I, Betty Dixon, a Notary Public in and for said County and State, do hereby certify that Frances Shepherd Schryver, personally known to me and to be the same person whose name is

subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16th day of November, A. D. 1962

Chatham  
A.P. 063863

Betty Dixon  
Notary Public

I hereby certify  
Sangamon County, Ill. that this instrument  
was filed for record at 9064 M.  
and recorded  
in DEC 31 1962 on  
Book 574 of Page 591

BOOK 574 PAGE 591

Frances Shepherd Schryver  
RECORDED  
OF DEEDS

296234

## WARRANTY DEED

THE GRANTOR, SPRINGFIELD MARINE BANK, a banking association organized under the laws of the State of Illinois with its banking house in Springfield, Illinois, AS TRUSTEE under the Last Will and Testament of Frances Shepherd Schryver, deceased, late of Springfield, in Sangamon County, Illinois, for and in consideration of Twelve Thousand Dollars (\$12,000.00) in hand paid, the receipt of which is hereby acknowledged, CONVEYS and WARRANTS to PEABODY COAL COMPANY, an Illinois corporation, all of the coal and other minerals mixed with coal, except oil and gas, underlying the surface of the following described premises, situated in the County of Sangamon and State of Illinois, to wit:

The East Half of the Northeast Quarter of Section Two (2), Township Thirteen (13) North, Range Five (5) West of the Third Principal Meridian;

together with the following rights and privileges, to wit:

To enter beneath the surface of said premises and mine, dig and remove the coal and such other minerals as are mixed with the coal and as are necessarily mined and removed in mining and removing the coal and to drive and maintain under said premises entries, slopes and ways to connect with other lands now owned or which may hereafter be acquired by said Peabody Coal Company, its successors or assigns, and with mines, entries, slopes and ways underlying other lands and to drain and ventilate the same and to remove through or under said lands coal and such other minerals as are mined in the mining of the coal and as may be taken from other lands and premises; and to enter upon the surface for the sole purpose of constructing, operating, controlling, maintaining and removing a power transmission line, including but not limited to poles, anchors, transformers and necessary fixtures and wires attached thereto and to drill and maintain drill holes for the transmission of electrical energy from the surface to the coal underlying the above described premises, it being understood that such appurtenances shall be located as close as is practicable to fence lines or property lines of the above described real estate; and further hereby releasing and waiving all rights in said premises under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Should any subsidence of the surface of said real estate occur by reason of removal of coal thereunder, Grantee shall pay for all damages so caused, including all expenses incurred by Grantor in seeking to recover such damages. The Grantee shall also pay for all damage caused to Grantor by reason of the construction, maintenance or operation of said electrical lines, drill holes, guywires and anchors. Should the parties be unable to agree upon any of said damages, the amount thereof may be determined by the majority in number of a board of three disinterested appraisers, to be selected, one by said Grantor, one by said Grantee, and the third by the two so selected; and should either party fail or refuse to select an appraiser or the two so selected be unable or fail to select a third appraiser, any vacancy or vacancies in said board of appraisers shall be filled by a then presiding judge of the Circuit Court of Sangamon County, Illinois, upon application by either party and not less than five days' notice to the other party; and the determination of a majority of said appraisers so selected shall be conclusive and binding on the parties hereto.

The Grantor reserves the right to drill for, remove from said premises, and market all oil and gas, provided that all drilling locations shall be such as will do no unnecessary damage to Grantee's coal operations.

The provisions hereof shall run with the land and extend to and be binding upon the respective heirs, devisees, successors and assigns of the parties hereto.

Any covenants of warranty herein shall not apply to said Bank in its corporate capacity, but only to the assets of the trust estate.

DATED this 30th day of March,

1965.

SPRINGFIELD MARINE BANK,  
as Trustee as aforesaid,

By Donald R. Patton  
Vice-President and Trust Officer

ATTEST:

John F. Sullivan  
Assistant Cashier

STATE OF ILLINOIS :  
:SS.  
COUNTY OF SANGAMON :

I, Betty Dixon, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Donald R. Patton, Vice-President and Trust Officer, and John F. Sullivan, Assistant Cashier, of SPRINGFIELD MARINE BANK, as Trustee under the Last Will and Testament of Frances Shepherd Schryver, deceased, personally known to me to be the same persons and such officers, respectively, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice-President and Trust Officer and as such Assistant Cashier, they signed, sealed and delivered the said instrument as the free and voluntary act of said Bank, as such Trustee, for the uses and purposes therein set forth, pursuant to due authority conferred by said Will and the Board of Directors of said Bank.

Given under my hand and notarial seal this 30th day of March, 1965.

Betty Dixon  
Notary Public  
307729



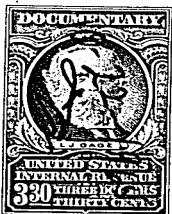
State of Illinois, I hereby certify that this instrument was filed for record at 3:14 P.M. and in APR - 6 1965 recorded on Book 591 of Page 597

Ronald J. Jones  
RECORDER OF DEEDS

BOOK 591 PAGE 597 -2- 252

WARRANTY DEED

THE GRANTOR, SPRINGFIELD MARINE BANK, a banking association organized under the laws of the State of Illinois with its banking house in Springfield, Illinois, AS TRUSTEE under the Last Will and Testament of Frances Shepherd Schryver, deceased, late of Springfield, in Sangamon County, Illinois, for and in consideration of Ten and more Dollars in hand paid, the receipt of which is hereby acknowledged, CONVEYS and WARRANTS to PEABODY COAL COMPANY, an Illinois corporation, all of the coal and other minerals mixed with coal, except oil and gas, underlying the surface of the following described premises, situated in the County of Sangamon and State of Illinois, to wit:



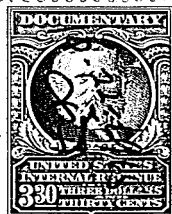
Lot Two (2) of the Southwest Quarter of the Northeast Quarter of Section Thirty-five (35), containing 2.25 acres;

Lot Three (3) of the Northwest Quarter of the Southeast Quarter of Section Thirty-five (35), containing 16.27 acres;

Lot Four (4) of the Northeast Quarter of the Southwest Quarter of Section Thirty-five (35), containing 16.73 acres; and

The South two (2) acres of the Southeast Quarter of the Northwest Quarter of Section Thirty-five (35);

All in Township Fourteen (14) North, Range Five (5) West of the Third Principal Meridian, containing in all 37.25 acres;



Said Lots being according to Plat in Partition of Estate of Jacob Weber, deceased, in Chancery Record 5, page 187, in the Office of the Circuit Clerk of said County;

together with the following rights and privileges, to wit:

To enter beneath the surface of said premises and mine, dig and remove the coal and such other minerals as are mixed with the coal and as are necessarily mined and removed in mining and removing the coal and to drive and maintain under said premises, entries, slopes and ways to connect with other lands now owned or which may hereafter be acquired by said Peabody Coal Company, its successors or assigns, and with mines, entries, slopes and ways underlying other lands and to drain and ventilate the same and to remove through or under said lands coal and such other minerals as are mined in the mining of the coal and as may be taken from other lands and premises; and to enter upon the surface for the sole purpose of constructing, operating, controlling, maintaining and removing a power transmission line, including but not limited to poles, anchors, transformers and necessary fixtures and wires attached thereto and to drill and maintain drill holes for the transmission of electrical energy from the surface to the coal underlying the above described premises, it being understood that such appurtenances shall be located as close as is practicable to fence lines or property lines of the above described real estate; and further hereby releasing and waiving all rights in said premises under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Should any subsidence of the surface of said real estate occur by reason of removal of coal thereunder, Grantee shall pay for all damages so caused, including all expenses incurred by Grantor in seeking to recover such damages. The Grantee shall also pay for all damage caused to Grantor by reason of the construction, maintenance or operation of said electrical lines, drill holes, guywires and anchors. Should the parties be unable to agree upon any of said damages, the amount thereof may be determined by the majority in number of a board of three disinterested appraisers, to be selected, one by said Grantor, one by said Grantee, and the third by the two so selected; and should either party fail or refuse to select an appraiser or the two so selected be unable or fail to select a third appraiser, any vacancy or vacancies in said board of appraisers shall be filled by a then presiding judge of the Circuit Court of Sangamon County, Illinois, upon application by either party and not less than five days' notice to the other party; and the determination of a majority of said appraisers so selected shall be conclusive and binding on the parties hereto.

The Grantor reserves the right to drill for, remove from said premises, and market all oil and gas, provided that all drilling locations shall be such as will do no unnecessary damage to Grantee's coal operations.

The provisions hereof shall run with the land and extend to and be binding upon the respective heirs, devisees, successors and assigns of the parties hereto.

Any covenants of warranty herein shall not apply to said Bank in its corporate capacity, but only to the assets of the trust estate.

DATED this 8th day of October, 1965.

SPRINGFIELD MARINE BANK, as Trustee  
as aforesaid

By

Donald R. Patton  
Its Vice President and Trust Officer

ATTEST:

John M. Thompson  
Its Assistant Cashier

STATE OF ILLINOIS

ss.

COUNTY OF SANGAMON

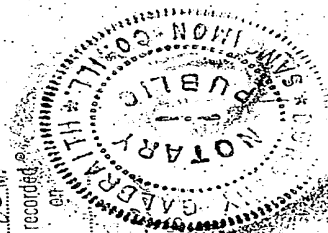
I, Dorothy Galbraith, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Donald R. Patton Vice President and Trust Officer, and John M. Thompson Assistant Cashier, of SPRINGFIELD MARINE BANK, as Trustee under the Last Will and Testament of Frances Shepherd Schryver, deceased, personally known to me to be the same persons and such officers, respectively, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Trust Officer and as such Assistant Cashier they signed, sealed and delivered the said instrument as the free and voluntary act of said Bank, as such Trustee, for the uses and purposes therein set forth, pursuant to due authority conferred by said Will and the Board of Directors of said Bank.

Given under my hand and notarial seal this 8th day of October 1965.

Dorothy Galbraith  
Notary Public.

BOOK 596 PAGE 742

I hereby certify  
State of Illinois, }  
Sangamon County }  
that this instrument  
was filed for record at  
this office on  
OCT 25 1965  
in  
Book of Page  
1965



Frances Shepherd  
Dorothy Galbraith  
P.O. Box 162  
Marion, Ill.

311170

WARRANTY DEED

THE GRANTOR, SPRINGFIELD MARINE BANK, a banking association organized under the laws of the State of Illinois with its banking house in Springfield, Illinois, AS TRUSTEE under the Last Will and Testament of Frances Shepherd Schryver, deceased, late of Springfield, in Sangamon County, Illinois, for and in consideration of Ten and more Dollars in hand paid, the receipt of which is hereby acknowledged, CONVEY and WARRANT to PEABODY COAL COMPANY, an Illinois corporation, all of the coal and other minerals mixed with coal, except oil and gas, underlying the surface of the following described premises, situated in the County of Sangamon and State of Illinois, to-wit:

The East Half of the Northeast Quarter of Section Thirty-five (35);

The South one-third of the Southeast Quarter of the Southeast Quarter of Section Twenty-six (26); and

The South one-third of the West Half of the Southwest Quarter of the Southwest Quarter of Section Twenty-five (25);

All in Township Fourteen (14) North, Range Five (5) West of the Third Principal Meridian;

together with the following rights and privileges, to-wit:

To enter beneath the surface of said premises and mine, dig and remove the coal and such other minerals as are mixed with the coal and as are necessarily mined and removed in mining and removing the coal and to drive and maintain under said premises entries, slopes and ways to connect with other lands now owned or which may hereafter be acquired by said Peabody Coal Company, its successors or assigns, and with mines, entries, slopes and ways underlying other lands and to drain and ventilate the same and to remove through or under said lands coal and such other minerals as are mined in the mining of the coal and as may be taken from other lands and premises; and to enter upon the surface for the sole purpose of constructing, operating, controlling, maintaining and removing a power transmission line, including but not limited to poles, anchors, transformers and necessary fixtures and wires attached thereto and to drill and maintain drill holes for the transmission of electrical energy from the surface to the coal underlying the above described premises, it being understood that such appurtenances shall be located as close as is practicable to fence lines or property lines of the above described real estate; and further hereby releasing and waiving all rights in said premises under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Should any subsidence of the surface of said real estate occur by reason of removal of coal thereunder, Grantee shall pay for all damages so caused, including all expenses incurred by Grantor in seeking to recover such damages. The Grantee shall also pay for all damage caused to Grantor by reason of the construction, maintenance or operation of said electrical lines, drill holes, guywires and anchors. Should the parties be unable to agree upon any of said damages, the amount thereof may be determined by the majority in number of a board of three disinterested appraisers, to be selected, one by said Grantor, one by said Grantee, and the third by the two so selected; and should either party fail or refuse to select an appraiser or the two so selected be unable or fail to select a third appraiser, any vacancy or vacancies in said board of appraisers shall be filled by a then presiding judge of the Circuit Court of Sangamon County, Illinois, upon application by either party and not less than five days' notice to the other party; and the determination of a majority of said appraisers so selected shall be conclusive and binding on the parties hereto.

The Grantor reserves the right to drill for, remove from said premises, and market all oil and gas, provided that all drilling locations shall be such as will do no unnecessary damage to Grantee's coal operations.

The provisions hereof shall run with the land and extend to and be binding upon the respective heirs, devisees, successors and assigns of the parties hereto.

Any covenants of warranty herein shall not apply to said Bank in its corporate capacity, but only to the assets of the trust estate.

DATED this 4th day of February, 1964.

SPRINGFIELD MARINE BANK,  
as Trustee as aforesaid,

By P. W. Vance  
Vice President and Trust Officer

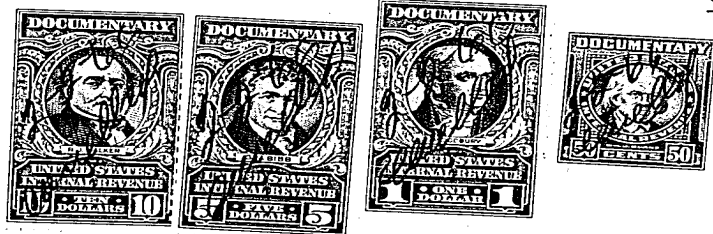
ATTEST:

R. A. Rakers  
Assistant Cashier

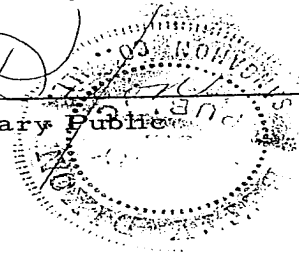
STATE OF ILLINOIS : SS.  
County of Sangamon :

I, Betty Dixon, a Notary Public in and for said County, in the State aforesaid, do hereby certify that P. W. Vance Vice President and Trust Officer, and R. A. Rakers, Assistant Cashier, of SPRINGFIELD MARINE BANK, as Trustee under the Last Will and Testament of Frances Shepherd Schryver, deceased, personally known to me to be the same persons and such officers, respectively, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Trust Officer and as such Assistant Cashier they signed, sealed and delivered the said instrument as the free and voluntary act of said Bank, as such Trustee, for the uses and purposes therein set forth, pursuant to due authority conferred by said Will and the Board of Directors of said Bank.

Given under my hand and notarial seal this 4th day of February, 1964.



Betty Dixon  
Notary Public



*Reprobaby Corp Co. Ry 63*  
*Murissa, Ill.*

WARRANTY DEED

SPRINGFIELD MARINE BANK,  
as Trustee u/w of Frances  
Shepherd Schryver, deceased,

TO

PEABODY COAL COMPANY

312633

BOOK

598

PAGE

926

State of Illinois, County of Sangamon, I hereby certify that the foregoing instrument was filed for record at \_\_\_\_\_, Ill.  
on \_\_\_\_\_ 1936 recorded in  
Book \_\_\_\_\_ of \_\_\_\_\_.

*James J. Barber*  
NOTARY PUBLIC

BARBER & BARBER

LAWYERS

SPRINGFIELD, ILLINOIS

*Peabody Coal Co.*

*P.O. Box 63 - Mineola, Ill.*



Received of General Telephone Company of Illinois, One Dollar (\$1.00), in consideration of which the undersigned hereby grant unto said Company, its successors and assigns, the right, privilege, easement and authority to construct, operate, patrol and maintain its communication cables ~~including~~ including the necessary underground cables, wires, conduits, splicing boxes, surface terminals, markers and appurtenances ~~on~~ under ~~across~~ the land hereinafter specifically described, to form a part of a communication system to be owned and operated by the said Company, its successors and assigns, extending from the lands owned by the said Company and the structures thereon in Sangamon County, Illinois, to other lands and structures located beyond the lands hereinafter described, and ~~along~~ along, under ~~the~~ the roads, streets, or highways on or adjoining said land hereinafter described, together with the right of access to the said land, with ~~all rights therein~~ all rights therein ~~of the~~ of the ~~General Telephone Company~~ General Telephone Company and the right to trim now and hereafter all brush and trees along the said ~~cables~~ cables as may be necessary for the installation, operation and maintenance of said ~~cables~~ cables. The property of the undersigned over which this grant is given and the location of the cables ~~to be constructed thereon are described as follows:~~ to be constructed thereon are described as follows: Underground telephone facilities to be buried within 1 rod East of the public road right-of-way extending North and South and parallel to the road and at a minimum depth of 24 inches in the East ½ of the NE¼ of Section 35, T-14-N, R-5-W. General Telephone Company to reimburse grantor and tenant for damages to property and crops as a result of the construction and maintenance of its facilities. Grantor and his tenant not liable for any damages to buried facilities. The above underground cables is to be parallel to the East property line. All above ground equipment necessary to operate the above cables is to be surfaced in road right-of-way only.

Witness \_\_\_\_\_ hand and seal this 16<sup>th</sup> day of April A. D. 1967

Francis Shepherd Schryver Trust  
Springfield Marine Bank, Trustee (SEAL)

STATE OF ILLINOIS

COUNTY OF

By: [Signature]  
Assistant Vice-President and Trust Officer (SEAL)

I, Edward J. Maff, a Notary Public in and for said County and State, do hereby certify that Lee Damager personally known to me and to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that Lee signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notorial seal this 16th day of April, A. D. 1980

Notary Public

PAWNEE 167051 BOOK 631 PAGE 402 Springfield, Ill

334069

BOOK 631 PAGE 403

State of Illinois, I hereby certify  
Sangamon County, that this instrument  
was filed for record at 10 41 M.  
and recorded  
on MAY 19 1970  
in Page  
Book of

*[Signature]*  
RECORDER OF DEEDS



1st day of November 60

Francis Shepherd Schryver, a widow by death,  
1545 Willemore, Springfield, Illinois

Name called (whether one or more), and Victor R. Gallagher, Evansville, Indiana

1. Lease, in consideration of five and more Dollars (\$ 5.00) to said party, consist of which is hereby acknowledged, and of the royalties herein provided and of the payments of the lease herein contained, hereby grants, leases and lets unto said party for the purposes of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, including gas, water, other fluids, and air line substances, steam, living pipe line, storing oil, building tanks, pumps, power stations, pipelines, lines, and other structures and things therein to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases, and their respective constituent products and other goods

only manufactured therefrom, together with the right of ingress and egress thereto or to other land under lease to lessee, the following described land in Sangamon County, Illinois to-wit:

The North 18 $\frac{1}{2}$  acres of the East Half of the Southeast Quarter (E/2 SE/4) and the North 18 $\frac{1}{2}$  acres of the East Half of the Southwest Quarter (E/2 SW/4); also, the East Half of the Northeast Quarter (E/2 NE/4) all in Section 35, Township 14 North, Range 5 West.

and containing ..... 117 ..... acres, more or less. It is intended hereby to include herein all lands and interest therein contiguous to or pertinent to the above described land owned or claimed by Lessor. For the purpose of making any payments based on acreage, said land and its constituent parcels shall be deemed to contain the acreage above stated whether they actually contain more or less. This lease shall cover all the interest in said land now owned by or hereafter vested in Lessor, even though greater than the undivided interest (if any) described above.

Two (2) years from this date (called "primary term"), and commencing thereafter on the second day of January, 1961, the lease shall continue in full force and effect only so long as oil or gas is produced from said land or land with which said land is pooled; provided, however, that the lease shall continue in full force and effect only so long as the subsurface strata or strata into which such injections are being made, together with such surface strata as may be necessary or desirable to continue such injections.

[illegible]

4. If operations for drilling are not commenced on said land or on land pooled therewith on or before one (1) year from this date, this lease shall terminate as to both parties, unless on or before one (1) year from this date lessee shall pay or tender to the lessor a rental of One Hundred Twenty and no/100-- Dollars.

... 120.00-- ) which shall cover the privilege of deferring commencement of such operations for a period of twelve (12) months. In like manner and upon like pay-  
ments or tenders, annually, the commencement of said operations may be further deferred for successive periods of the same number of months, each during the primary term

First National Bank of Springfield, Ill.

6. Lessee is hereby granting the right to pool or unitize this lease, the land covered by it, or any part thereof, with any other land, lease or leases or parts thereof, for the production of all liquid hydrocarbons and all gases and their respective constituents, or any of them. No unit for the production of oil shall embrace (60) acres, except to the extent where it may be necessary or convenient to conform to a survey subdivision, such unit may contain not to exceed forty-five (45) acres; provided, however, that if any Federal or State law, Executive Order, or regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable acreage per well, then the unit shall contain not more than the acreage so prescribed. The unit shall be described by a plat or map of record in writing showing the location and describing the pooled acreage. Such units may be designated either before or after the completion of wells. Drilling operations on any part of the pooled acreage shall be treated as if such drilling operations were taken on such production was from the land described in this lease, whether the well or wells be located on the land covered by this lease or not. The unit shall be treated for all purposes, except the payment of royalties on production from the pooled acreage, as if it were a single tract of land. The fee of the royalty herein provided shall be paid to the owner of the pooled acreage, less the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled by the particular unit. Pro-

[illegible]

7. Lessee shall have free use of oil, gas, and water from said land, except water from lessor's wells and tanks, for all operations hereunder, including repressuring, pressure maintenance, cycling, and secondary recovery operations, and the royalty shall be computed after deducting any use. Lessee shall have the right, at any time during or after the expiration of this lease to remove all equipment and fixtures placed by Lessee on said land, including but not limited to, any well owned by lessor, or lessee, or any gas lines, tank batteries, and other equipment, and to remove the same from said land without lessor's consent. Lessor shall have the privilege, at his risk and expense, of taking gas from any gas well on said land (200 ft.) of any residence or barn on said land without lessor's consent. Lessor shall have the privilege, at his risk and expense, of taking gas from any gas well on said land (200 ft.) of any residence or barn on said land without lessor's consent. Lessor shall have the privilege, at his risk and expense, of taking gas from any gas well on said land (200 ft.) of any residence or barn on said land without lessor's consent. Lessor shall have the privilege, at his risk and expense, of taking gas from any gas well on said land (200 ft.) of any residence or barn on said land without lessor's consent.

[illegible]

9. When drilling or other operations are delayed or interrupted as a result of any cause whatsoever beyond the control of lessee, the time of such delay or interruption shall not be counted against lessee. Lessee shall not be held liable in damages for failure to comply with any express or implied covenant of this lease if compliance is prevented by, or if such failure is the result of any State, Federal, or Municipal law, ordinance, Executive order, rule or regulation.

19. Lessor hereby warrants and agrees to defend the title to said land, and agrees that lessee, at its option, may discharge any tax, mortgage, or other lien upon said land, and in the event lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of lessor's rights under the warranty in the event of failure of title, it is agreed that, if lessor owns an interest in the oil and gas and the minerals underlying said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately. This lease shall be binding upon all who execute it, and they shall be considered Lessors, whether or not they are named in the granting clause hereof and whether or not all parties named in the granting clause execute this lease.

11. The undersigned issuers, for themselves and their heirs, successors, and assigns, hereby surrender, release and waive all right of dower and homestead in the premises herein described, in so far as said right of dower and homestead may in any way affect the purpose for which this loan is made as recited herein.

IN WITNESS WHEREOF, we sign the day and year first above written.

(Francis Shepherd Schryver)



STATE OF ILLINOIS  
County of SANGAMON } ss.

## ACKNOWLEDGMENT

I, The Undersigned a Notary Public in and for the County of SANGAMON and residing therein in the State aforesaid, Do Herely Certify, That

Francis Shepherd Schryver, a widow by death

personally known to me to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said Instrument, including the release and waiver of the right of homestead, as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 1st day of November  
My Commission expires May 3, 1963

Phyllis J. White  
Notary Public

STATE OF \_\_\_\_\_ } ss.  
County of \_\_\_\_\_

## ACKNOWLEDGMENT

I, \_\_\_\_\_ a Notary Public in and for the County of \_\_\_\_\_ and residing therein in the State aforesaid, Do Herely Certify, That

personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing Instrument, appeared before me this day in person, and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said Instrument, including the release and waiver of the right of homestead, as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_  
My Commission expires \_\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_ } ss.  
County of \_\_\_\_\_

## ACKNOWLEDGMENT

I, \_\_\_\_\_ a Notary Public in and for the County of \_\_\_\_\_ and residing therein in the State aforesaid, Do Herely Certify, That

personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing Instrument, appeared before me this day in person, and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said Instrument, including the release and waiver of the right of homestead, as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_  
My Commission expires \_\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_ } ss.  
County of \_\_\_\_\_

## ACKNOWLEDGMENT OF CORPORATION

I, \_\_\_\_\_ a Notary Public in and for said County in the State aforesaid, DO HERELY CERTIFY, that \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ President of the \_\_\_\_\_ and

\_\_\_\_\_ personally known to me to be the \_\_\_\_\_ Secretary of said Corporation, whose names are subscribed to the foregoing Instrument, appeared before me this day in person, and acknowledged their signing, sealing and delivering the said Instrument as the free and voluntary act of said Corporation, and caused the seal of said Corporation to be affixed thereto pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have set my hand and seal hereto this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
My Commission expires \_\_\_\_\_

Notary Public

422438  
OIL AND GAS LEASE

Victor J. Gallagher  
303 E. Spring Street  
1976 422438



STATE OF ILLINOIS  
County of SANGAMON

#### ACKNOWLEDGMENT

I, The Undersigned a Notary Public in and for the County of San Joaquin and residing therein in the State aforesaid, Do hereby Certify, That

Francis Shepherd Schryver, a widow by death

personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument, including the release and waiver of the right of homestead, as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 1st day of November, 1963 A.D. 1963  
My Commission expires May 3, 1963 Phyllis White

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ }

#### ACKNOWLEDGMENT

I, \_\_\_\_\_, a Notary Public in and for the County of \_\_\_\_\_ and residing therein in the State aforesaid, Do Hereby Certify, That

personally known to me to be the same person.....whose name.....subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that.....signed, sealed and delivered the said instrument, including the release and waiver of the right of homestead, as.....free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_  
My Commission expires \_\_\_\_\_ Notary Public

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ }

#### ACKNOWLEDGMENT

I, \_\_\_\_\_ a Notary Public in and for the County of \_\_\_\_\_  
\_\_\_\_\_ and residing therein in the State aforesaid, Do Hereby Certify, That

personally known to me to be the same person-----whose name-----subscribed to the foregoing Instrument, appeared before me this day in person, and acknowledged that-----signed, sealed and delivered the said Instrument, including the release and waiver of the right of homestead, as-----free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_  
My Commission expires \_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ }

#### ACKNOWLEDGMENT OF CONTRIBUTION

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_ personally known to me to be the President of the \_\_\_\_\_ and \_\_\_\_\_

..... personally known to me to be the ..... Secretary of said Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged their signing, sealing and delivering the said instrument as the free and voluntary act of said Corporation, and caused the seal of said Corporation to be affixed thereto pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have set my hand and seal hereto this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My Commission expires \_\_\_\_\_

1921-22

**OIL AND GAS LEASE**

**Keywords:** *depression, mood, anxiety, self-esteem, self-concept, self-identity, self-esteem, self-concept, self-identity*

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