

**MARY H. WITTE, DOROTHY M. SPURGEON REVOCABLE TRUST,**  
**ARTHUR H. WITTE,**  
**and HUGH D. WITTE PROPERTY**  
**AUCTION OFFER**  
**TRACT #2**  
**(36.17 Acres)**

**SELLER:** Mary H. Witte, Dorothy M. Spurgeon Revocable Trust, Arthur H. Witte, and Hugh D. Witte, as their interests exist

**PURCHASER(S):** \_\_\_\_\_

**REAL ESTATE:** LEGAL DESCRIPTION ATTACHED AS EXHIBIT A (the "Property").

**OFFER:** \$ \_\_\_\_\_ PER ACRE (or a total of \$ \_\_\_\_\_), which is \_\_\_\_\_ times the per acre price.

**DEPOSIT (10%):** \$ \_\_\_\_\_

**DATE:** April 8, 2024

**SELLER'S**

**ATTORNEY(S):** James A. Rapp and Shelby N. Clinging  
Schmiedeskamp Robertson Neu & Mitchell LLP  
525 Jersey, Quincy, IL 62301  
(217) 223-3030; [jrapp@srm.com](mailto:jrapp@srm.com) or [sclinging@srm.com](mailto:sclinging@srm.com)

Purchaser offers to purchase the above-described real estate subject to the following terms and conditions (the "Offer"):

1. Purchaser agrees, if this Offer is accepted, to purchase the Property for the above-stated price. At the time of execution of this Agreement, Purchaser shall make a deposit check payable to Adams County Abstract & Title Co., as Escrow Agent, or if approved by Seller, wired to said Escrow Agent. If the check fails to clear, payment is stopped, or funds are not wired, Seller shall be entitled to recover said deposit amount, together with attorney's fees and costs of collection.

2. The purchase price is based on a surveyed acreage of 36.17 acres per the surveys of Norman Ellerbrock of Four Points Land Surveying & Engineering, Inc. This purchase price is not subject to adjustment should acreage vary for any reason including, but not limited to, roadways. There will be no adjustment of the purchase price or counterclaim or setoff against the purchase price.

3. Title insurance in the full amount of the purchase price showing good and merchantable title will be furnished at the cost of Seller, subject to roadways, easements, and matters apparent or of record, any unrecorded public utility easements, subdivision regulations and zoning regulations for Adams County, State of Illinois, matters disclosed on the title

insurance commitment issued by Adams County Abstract & Title Co., dated on or after March 18, 2024 (Commitment No. 39274) (which may include other property not included in this transaction), and the title insurer's customary exceptions, a copy of which commitment has been made available to Purchaser. Seller also will reserve an easement for ingress and egress over and across the east 30 feet of the real estate to and from an approximately 7.72 acre parcel adjoining the real estate. These exceptions do not include mortgages which will be satisfied on or before closing.

4. Conveyance will be by a good and sufficient Warranty deed. Title is to be conveyed as Purchaser directs.

5. The real estate taxes and drainage assessments for 2023 will be paid in full by the Seller. The real estate taxes and drainage assessments for 2024 and subsequent years will be paid in full by the Purchaser without proration.

6. Seller shall receive any and all crop, rent, or government agricultural payments, including CRP, for 2023 crop year and before. Prior to closing, Purchaser shall be entitled at Purchaser's sole cost and risk to commence normal farming activities including, for example, cultivation and planting. Purchaser shall provide proof of liability insurance with not less than \$1,000,000.00 coverage naming Seller as additional insured. Should Purchaser fail to close, Purchaser will vacate the real estate and forfeit without payment any crop or planting or work in addition to Seller's other remedies.

8. The condition of the Property and all improvements, if any, will be accepted **AS IS** at closing. Descriptions or information provided separately regarding the Property are for information only and do not form a part of the agreement.

9. The closing will be completed on or before **May 8, 2024**, with payment due in full at that time by wire transfer to the closing agent or as the closing agent requires. The closing will be held at Adams County Abstract & Title Company at 231 North Sixth Street, Quincy, Illinois, or at Seller's election, at a place and time reasonably designated by Seller. The parties will execute such documents customarily required for closings, including, but not limited to, a real estate transfer declaration and a settlement statement.

10. The deposit will apply against the purchase price, but may be forfeited as liquidated damages if Purchaser fails to complete the purchase; however, this does not limit Seller's remedies under this Agreement or otherwise. Purchaser further agrees to pay Seller's reasonable attorney fees and costs to enforce this agreement if Purchaser defaults. If Seller is unable to complete the sale for any reason, Seller will refund the deposit in full to Purchaser as Purchaser's sole remedy.

11. Should any party wish to engage in a Section 1031 or like kind exchange, the other party will do so, but any costs or expenses related thereto will be paid by the party undertaking the exchange.

12. Purchaser may assign this agreement, but this shall not release Purchaser of Purchaser's obligations hereunder.

13. Purchaser recognizes that Seller is represented by attorneys from the firm of Schmiedeskamp Robertson Neu & Mitchell LLP. In the event Purchaser is or desires to be represented by attorneys from the same firm or may have been represented by such attorneys in the past, the Purchaser hereby expressly and knowingly waives any conflict of interest that exists, if in fact any conflict does exist.

14. Once accepted, this agreement shall be binding on the parties and their successors and assigns. This agreement is **NOT** subject to financing, appraisal, inspection or other contingencies or delays the closing for such reasons. Also, any disclosure of a lender by Purchaser or the auctioneer is informational only. This agreement may be executed in one or more counterparts or separate copies, each of which will be deemed an original, but all of which together will constitute one and the same instrument, and the facsimile or e-mail transmission of any signed original counterpart or copy of this agreement and transmission or re-transmission of any signed facsimile or e-mail transmission shall be the same as delivery of an original.

15. This contract constitutes the full and complete agreement and understanding between the parties hereto and shall supersede any and all prior written and oral agreements concerning the subject matter contained herein.

16. A modification of any provision herein contained or any other amendment to this contract shall be effective only if the modification or amendment is in writing and signed by both Seller and Purchaser.

17. Any notice required herein shall be given to Sellers, through their attorney, at the address set forth above and to Purchaser at the address stated below Purchaser's signature line.

18. Signatures may be manual, electronic, scanned, or otherwise made, and may be on separate documents, together then constituting the agreement.

**[SIGNATURE PAGE FOLLOWS]**

_____ Purchaser	_____ Purchaser
Address: _____	
Telephone: _____	
Email: _____	
Attorney: _____	

**NOTE:** Lender is informational and transaction is not subject to financing.

Lender: \_\_\_\_\_

Contact with Lender: \_\_\_\_\_

Lender Telephone: \_\_\_\_\_

Lender Email: \_\_\_\_\_

1031 Exchange: \_\_\_\_\_

ACCEPTED:

EARNEST MONEY RECEIVED:

SELLER

By: \_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Mary H. Witte

\_\_\_\_\_  
Dorothy M. Spurgeon, as Trustee of the Dorothy  
M. Spurgeon Revocable Trust dated June 2, 2008

\_\_\_\_\_  
Hugh D. Witte

\_\_\_\_\_  
Arthur H. Witte

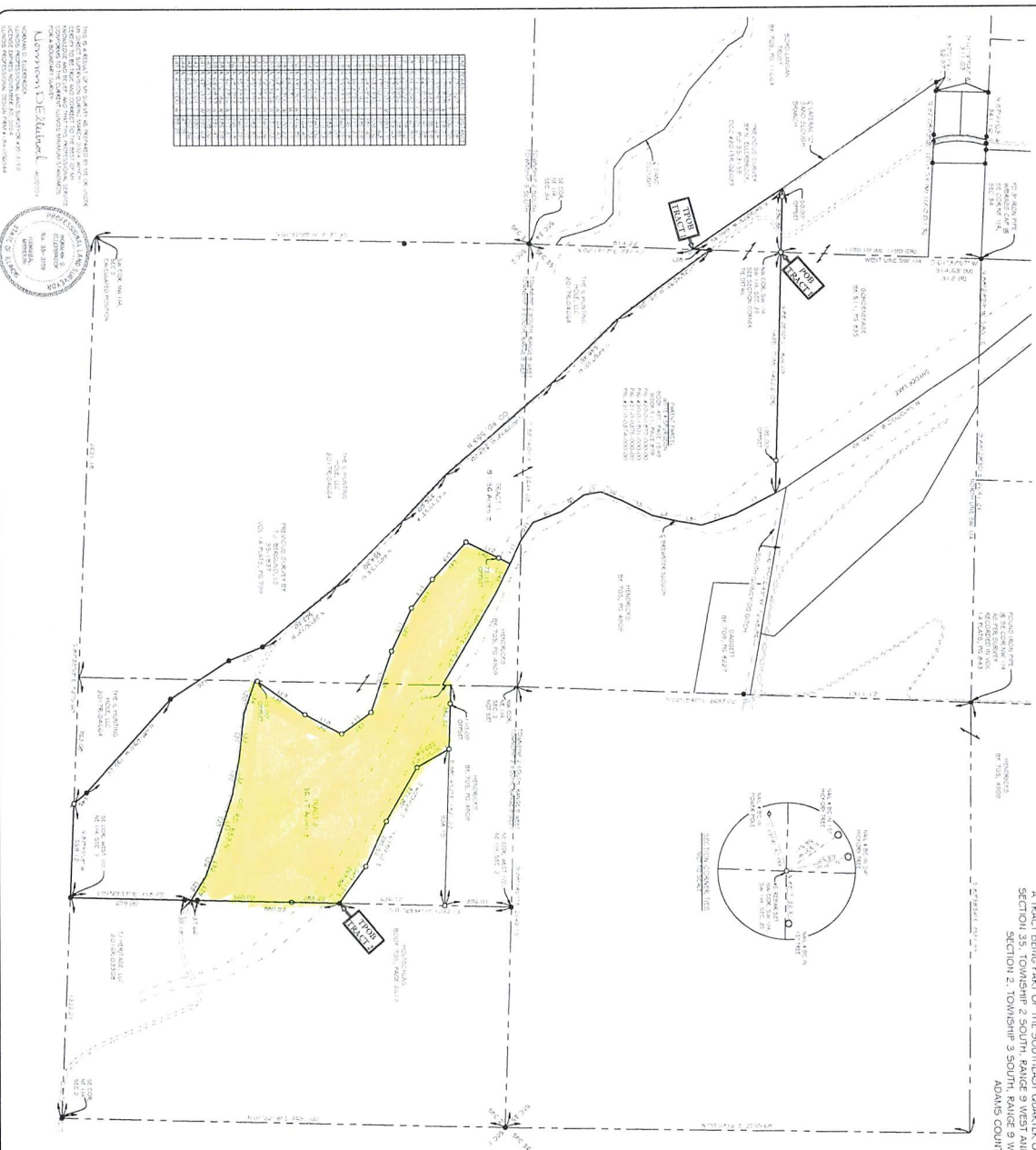
**EXHIBIT A  
LEGAL DESCRIPTION  
TRACT 2 (36.17 ACRES)**

A tract of land lying in part of the Northeast and Northwest Quarters of Section 2, Township 3 South, Range 9 West of the Fourth Principal Meridian, Adams County, Illinois being more particularly described as follows;

Commencing at a found iron pin at the Northeast corner of the West half of said Northeast Quarter; thence South 01 degrees 23 minutes 34 seconds West along the East line of said West half a distance of 1022.13 feet to found iron pin and the True Point of Beginning; thence continuing along said East line South 01 degrees 23 minutes 34 seconds West a distance of 880.93 feet to a point on the centerline of County Road 553N; thence along said centerline the following six courses, North 57 degrees 31 minutes 01 seconds West a distance of 164.40 feet; thence North 70 degrees 36 minutes 56 seconds West a distance of 151.03 feet; thence North 72 degrees 34 minutes 25 seconds West a distance of 360.06 feet; thence North 79 degrees 07 minutes 31 seconds West a distance of 212.73 feet; thence North 83 degrees 13 minutes 55 seconds West a distance of 283.82 feet; thence North 71 degrees 25 minutes 35 seconds West a distance of 215.07 feet, a #5 rebar set as a reference marker bears North 35 degrees 29 minutes 33 seconds East a distance of 15.00 feet; thence leavings said centerline North 35 degrees 29 minutes 33 seconds East a distance of 360.25 feet to a #5 rebar set; thence North 28 degrees 19 minutes 53 seconds East a distance of 245.18 feet to a #5 rebar set; thence North 36 degrees 27 minutes 56 seconds West a distance of 217.37 feet to a #5 rebar set; thence North 71 degrees 01 minutes 46 seconds West a distance of 385.59 feet to a #5 rebar set; thence North 64 degrees 48 minutes 33 seconds West a distance of 281.47 feet to a #5 rebar set; thence North 53 degrees 43 minutes 39 seconds West a distance of 209.06 feet to a #5 rebar set; thence North 47 degrees 40 minutes 16 seconds West a distance of 297.63 feet to a #5 rebar set; thence North 26 degrees 16 minutes 01 seconds East a distance of 290.17 feet to a point on the centerline of Brewster Slough, a #5 rebar set as a reference marker bears South 26 degrees 16 minutes 01 seconds West a distance of 75.15 feet; thence South 63 degrees 43 minutes 59 seconds East along said centerline a distance of 202.36 feet; thence continuing along said centerline South 59 degrees 46 minutes 30 seconds East a distance of 620.22 feet to a point on the West line of said Northeast Quarter; thence North 01 degrees 24 minutes 50 seconds East along said West line a distance of 47.05 feet, a #5 rebar set as a reference marker bears South 88 degrees 14 minutes 52 seconds East a distance of 110.00 feet; thence leavings said West line South 88 degrees 14 minutes 52 seconds East a distance of 382.52 feet to a #5 rebar set; thence South 30 degrees 32 minutes 14 seconds East a distance of 220.58 feet to a #5 rebar set; thence South 60 degrees 34 minutes 24 seconds East a distance of 371.85 feet to a #5 rebar set; thence South 65 degrees 07 minutes 02 seconds East a distance of 295.52 feet to a #5 rebar set; thence South 54 degrees 15 minutes 13 seconds East a distance of 269.80 feet to the True Point of Beginning, containing 36.17 acres more or less being subject to all that portion being used for public road purposes.

All as per Survey #23-0252 as made in March 2024 by Norman D. Ellerbrock, Illinois Professional Land Surveyor #35-3159.

PLAT OF SURVEY  
 A TRACT BEING PART OF THE SOUTHEAST QUARTER OF SECTION 34 AND THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 9 WEST AND THE NORTHEAST AND NORTHWEST QUARTERS OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 9 WEST OF THE FOURTH PRINCIPAL MERIDIAN, ADAMS COUNTY, ILLINOIS



NO.	DESCRIPTION	ACRES
1	Tract of land containing 1.00 acre, more or less, being the Southeast Quarter of Section 34, Township 2 South, Range 9 West, Adams County, Illinois.	1.00
2	Tract of land containing 1.00 acre, more or less, being the Southwest Quarter of Section 35, Township 2 South, Range 9 West, Adams County, Illinois.	1.00
3	Tract of land containing 1.00 acre, more or less, being the Northeast Quarter of Section 2, Township 3 South, Range 9 West, Adams County, Illinois.	1.00
4	Tract of land containing 1.00 acre, more or less, being the Northwest Quarter of Section 2, Township 3 South, Range 9 West, Adams County, Illinois.	1.00

THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY MAP AS FILED IN THE PUBLIC RECORDS OF ADAMS COUNTY, ILLINOIS, ON MAY 15, 1911, AT 10:00 A.M.

WITNESSED my hand and the seal of said County, this 15th day of May, 1911.

CLERK OF ADAMS COUNTY, ILLINOIS

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of said County, this \_\_\_\_\_ day of \_\_\_\_\_, 1911.

CLERK OF ADAMS COUNTY, ILLINOIS

NOTARY PUBLIC

**MARY H. WITTE, DOROTHY M. SPURGEON REVOCABLE TRUST,**  
**ARTHUR H. WITTE, and HUGH D. WITTE**

DESCRIPTIONS WILL BE REVISED TO REFLECT SUREVYED DESCRIPTIONS  
INCLUDED IN OFFERS AND SURVEY OF FOURT POINTS LAND SURVEYING &  
ENGINEERING, INC.



# Four Points Land Surveying & Engineering, Inc.

17 Northport Plaza ▪ Hannibal, MO. 63401 ▪ Phone: 573-406-5533

## WITTE ESTATE SEC 34 & 35, T2S, R9W SEC. 2, T3S, R 9W ADAMS COUNTY, IL

### Suggested Description

Tract 1 - 91.56 Acres

A tract of land lying in part of the Southeast Quarter of Section 34 and the Southwest Quarter of Section 35, Township 2 South, Range 9 West and the Northeast and Northwest Quarters of Section 2, Township 3 South, Range 9 West of the Fourth Principal Meridian, Adams County, Illinois being more particularly described as follows;

Commencing at a #5 rebar set at the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 35; thence South 88 degrees 28 minutes 30 seconds East a distance of 1439.17 feet to a point on the centerline of Brewster Slough, a #5 rebar set as a reference marker bears North 88 degrees 28 minutes 30 seconds West a distance of 195.00 feet; thence along said centerline the following eleven courses, South 27 degrees 49 minutes 27 seconds East a distance of 271.08 feet; thence South 18 degrees 10 minutes 06 seconds East a distance of 206.70 feet; thence South 10 degrees 17 minutes 29 seconds West a distance of 158.71 feet; thence South 13 degrees 07 minutes 57 seconds West a distance of 144.68 feet; thence South 26 degrees 59 minutes 43 seconds West a distance of 195.59 feet; thence South 22 degrees 48 minutes 40 seconds West a distance of 141.38 feet; thence South 11 degrees 21 minutes 18 seconds East a distance of 101.67 feet; thence South 36 degrees 30 minutes 43 seconds East a distance of 167.90 feet; thence South 20 degrees 52 minutes 33 seconds East a distance of 178.16 feet; thence South 55 degrees 59 minutes 52 seconds East a distance of 128.95 feet; thence South 63 degrees 43 minutes 59 seconds East a distance of 153.43 feet, a #5 rebar set as a reference marker bears South 26 degrees 16 minutes 01 seconds West a distance of 75.15 feet; thence leaving said centerline South 26 degrees 16 minutes 01 seconds West a distance of 290.17 feet to a #5 rebar set; thence South 47 degrees 40 minutes 16 seconds East a distance of 297.63 feet to a #5 rebar set; thence South 53 degrees 43 minutes 39 seconds East a distance of 209.06 feet to a #5 rebar set; thence South 64 degrees 48 minutes 33 seconds East a distance of 281.47 feet to a #5 rebar set; thence South 71 degrees 01 minutes 46 seconds East a distance of 385.59 feet to a #5 rebar set; thence South 36 degrees 27 minutes 56 seconds East a distance of 217.37 feet to a #5 rebar set; thence South 28 degrees 19 minutes 53 seconds West a distance of 245.18 feet to a #5 rebar set; thence South 35 degrees 29 minutes 33 seconds West a distance of 360.25 feet to a point on the centerline of County Road 553N, a #5 rebar set as a reference marker bears North 35 degrees 29 minutes 33 seconds East a distance of 15.00 feet; thence along said centerline the following six courses, South 71 degrees 25 minutes 35 seconds East a



distance of 215.07 feet; thence South 83 degrees 13 minutes 55 seconds East a distance of 283.82 feet; thence South 79 degrees 07 minutes 31 seconds East a distance of 212.73 feet; thence South 72 degrees 34 minutes 25 seconds East a distance of 360.06 feet; thence South 70 degrees 36 minutes 56 seconds East a distance of 151.03 feet; thence South 57 degrees 31 minutes 01 seconds East a distance of 164.40 feet to a point on the East line of the West half of said Northeast Quarter; thence South 01 degrees 23 minutes 34 seconds West a distance of 718.23 feet to a found iron pin at the Southeast corner of said West half; thence North 87 degrees 35 minutes 58 seconds West along the South line of said Northeast Quarter a distance of 559.13 feet to a #5 rebar set; thence North 41 degrees 14 minutes 00 seconds West a distance of 99.25 feet to a found iron pin; thence North 48 degrees 16 minutes 54 seconds West a distance of 755.26 feet to a found iron pin; thence North 33 degrees 19 minutes 05 seconds West a distance of 416.85 feet to a found iron pin; thence North 22 degrees 07 minutes 11 seconds West a distance of 217.17 feet to a found iron pin; thence North 39 degrees 06 minutes 33 seconds West a distance of 563.30 feet; thence North 44 degrees 21 minutes 33 seconds West a distance of 554.30 feet; thence North 47 degrees 19 minutes 33 seconds West a distance of 376.60 feet; thence North 40 degrees 39 minutes 33 seconds West a distance of 839.20 feet; thence North 44 degrees 07 minutes 33 seconds West a distance of 548.45 feet; thence North 36 degrees 45 minutes 33 seconds West a distance of 681.03 feet to a found iron pin on the West line of said Southwest Quarter; thence South 02 degrees 08 minutes 00 seconds West along the West line of said Southwest Quarter a distance of 100.32 feet to a point on the centerline of Lateral C of Sand Slough Branch; thence along said centerline North 34 degrees 30 minutes 23 seconds West a distance of 646.46 feet, a #5 rebar set as a reference marker bears South 88 degrees 28 minutes 30 seconds East a distance of 50.00 feet; thence leaving said centerline South 88 degrees 28 minutes 30 seconds East a distance of 386.85 feet to the Point of Beginning, containing 91.56 acres more or less being subject to all that portion being used for public road purposes.

Suggested Description  
Tract 2 – 36.17 Acres

A tract of land lying in part of the Northeast and Northwest Quarters of Section 2, Township 3 South, Range 9 West of the Fourth Principal Meridian, Adams County, Illinois being more particularly described as follows;

Commencing at a found iron pin at the Northeast corner of the West half of said Northeast Quarter; thence South 01 degrees 23 minutes 34 seconds West along the East line of said West half a distance of 1022.13 feet to found iron pin and the True Point of Beginning; thence continuing along said East line South 01 degrees 23 minutes 34 seconds West a distance of 880.93 feet to a point on the centerline of County Road 553N; thence along said centerline the following six courses, North 57 degrees 31 minutes 01 seconds West a distance of 164.40 feet; thence North 70 degrees 36 minutes 56 seconds West a distance of 151.03 feet; thence North 72 degrees 34 minutes 25 seconds West a distance of 360.06 feet; thence North 79 degrees 07 minutes 31 seconds West a distance of 212.73 feet; thence North 83 degrees 13 minutes 55 seconds West a distance of 283.82

feet; thence North 71 degrees 25 minutes 35 seconds West a distance of 215.07 feet, a #5 rebar set as a reference marker bears North 35 degrees 29 minutes 33 seconds East a distance of 15.00 feet; thence leavings said centerline North 35 degrees 29 minutes 33 seconds East a distance of 360.25 feet to a #5 rebar set; thence North 28 degrees 19 minutes 53 seconds East a distance of 245.18 feet to a #5 rebar set; thence North 36 degrees 27 minutes 56 seconds West a distance of 217.37 feet to a #5 rebar set; thence North 71 degrees 01 minutes 46 seconds West a distance of 385.59 feet to a #5 rebar set; thence North 64 degrees 48 minutes 33 seconds West a distance of 281.47 feet to a #5 rebar set; thence North 53 degrees 43 minutes 39 seconds West a distance of 209.06 feet to a #5 rebar set; thence North 47 degrees 40 minutes 16 seconds West a distance of 297.63 feet to a #5 rebar set; thence North 26 degrees 16 minutes 01 seconds East a distance of 290.17 feet to a point on the centerline of Brewster Slough, a #5 rebar set as a reference marker bears South 26 degrees 16 minutes 01 seconds West a distance of 75.15 feet; thence South 63 degrees 43 minutes 59 seconds East along said centerline a distance of 202.36 feet; thence continuing along said centerline South 59 degrees 46 minutes 30 seconds East a distance of 620.22 feet to a point on the West line of said Northeast Quarter; thence North 01 degrees 24 minutes 50 seconds East along said West line a distance of 47.05 feet, a #5 rebar set as a reference marker bears South 88 degrees 14 minutes 52 seconds East a distance of 110.00 feet; thence leavings said West line South 88 degrees 14 minutes 52 seconds East a distance of 382.52 feet to a #5 rebar set; thence South 30 degrees 32 minutes 14 seconds East a distance of 220.58 feet to a #5 rebar set; thence South 60 degrees 34 minutes 24 seconds East a distance of 371.85 feet to a #5 rebar set; thence South 65 degrees 07 minutes 02 seconds East a distance of 295.52 feet to a #5 rebar set; thence South 54 degrees 15 minutes 13 seconds East a distance of 269.80 feet to the True Point of Beginning, containing 36.17 acres more or less being subject to all that portion being used for public road purposes.

All as per Survey #23-0252 as made in March 2024 by Norman D. Ellerbrock, Illinois Professional Land Surveyor #35-3159.

Prepared By:

Norman D. Ellerbrock

Illinois Professional Land Surveyor #35-3159

License Expires 11/30/2024

Four Points Land Surveying & Engineering, Inc.

Illinois Professional Design Firm #184-006044

**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**CHICAGO TITLE INSURANCE COMPANY****NOTICE**

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

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

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

**COMMITMENT TO ISSUE POLICY**

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

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

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

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

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

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(39274.PFD/39274/3)

- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
  - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
  - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
  - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I-Requirements; and
  - f. Schedule B, Part II-Exceptions.
4. **COMPANY'S RIGHT TO AMEND**  
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
    - i. comply with the Schedule B, Part I-Requirements;
    - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
    - iii. acquire the Title or create the Mortgage covered by this Commitment.
  - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
  - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
  - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
  - e. The Company is not liable for the content of the Transaction Identification Data, if any.

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

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(39274.PFD/39274/3)

- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
  - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
  - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
  - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - e. Any amendment or endorsement to this Commitment must be in writing.
  - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**  
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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(39274.PFD/39274/3)

## Chicago Title Insurance Company

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

Issuing Agent: Adams County Abstract & Title Co.  
Issuing Office: 231 N 6th St, Quincy, IL 62301-2905  
Issuing Office's ALTA® Registry ID:  
Loan ID No.:  
Commitment No.: 39274  
Issuing Office File No.: 39274  
Property Address: RR, Adams County, IL

**SCHEDULE A**

1. Commitment Date: March 18, 2024
2. Policy to be issued:
  - a. ALTA-2006 (6/17/06)  
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below  
Proposed Amount of Insurance: \$ 10,000.00  
The estate or interest to be insured: Fee Simple

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

4. The Title is, at the Commitment Date, vested in: Tract I: Mary Helen Witte, undivided one-third interest; Hugh Douglas Witte, undivided one-sixth interest; Arthur Hagan Witte aka Arthur H. Witte, an undivided one-sixth interest; and Dorothy M. Spurgeon, Trustee of the Dorothy M. Spurgeon Revocable Trust dated June 2, 2008, an undivided one-third interest.

Tract II: Dorothy M. Spurgeon, undivided one-third interest; Mary Helen Witte, undivided one-third interest; Arthur H. Witte, undivided one-sixth interest; and Hugh D. Witte, undivided one-sixth interest.

5. The Land is described as follows:

Tract I:

The West One-half (W½) of the Northeast Quarter (NE¼) of Section Two (2); EXCEPT the North 12 acres thereof, subject to the rights of Anton Vidas and Leona Vidas, his wife, and their successors and assigns, as owners of all that part of the South One-half (S½) of said Section Two (2), lying on the landward side of the Levee of the South Quincy Drainage and Levee District, to an easement for ingress and egress, and the rights of the said Anton and Leona Vidas, their successors and assigns, to gravel the road along the East bank of the East arm of Sand Slough, in said Section Two (2) as aforesaid;

ALSO all that part of the Northwest fractional quarter of Section Two (2), lying on the East and North and landward side of the Levee of the South Quincy Drainage and Levee District, and Southerly and Westerly of the center of the channel of Brewer Slough (sometimes called Brewster Slough), the center line of said Brewer Slough, insofar as it crosses the Northwest Quarter (NW¼) of said Section Two (2), being described as follows:

Commencing at a point in the East line of the Northwest Quarter (NW¼) of said Section Two (2), 449.5 feet South of the Northeast

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(39274.PFD/39274/4)

SCHEDULE A  
(Continued)

corner of said Northwest Quarter (NW¼) of said Section Two (2), at which point the center of the channel of said Brewer Slough intersects the East line of the Northwest Quarter (NW¼) of said Section Two (2); thence along the center of the channel of said Brewer Slough North 58° 28' West, 558.5 feet; thence continuing along the center of the channel of said Brewer Slough, North 65° 46' West, approximately 429 feet to a point where the center line of said Brewer Slough bisects the North line of the Northwest Quarter (NW¼) of said Section Two (2), all of the above described real estate lying and being in Township Three (3) South of the Base Line, in Range Nine (9) West of the Fourth Principal Meridian, situated in the County of Adams, in the State of Illinois; EXCEPTING THEREFROM, that part of the Northwest Quarter (NW¼) of Section Two (2) in Township Three (3) South of the Base Line, Range Nine (9) West of the Fourth Principal meridian, Adams County, Illinois, more particularly bounded and described as follows, to-wit:

Commencing at the Southwest corner of said Southwest Quarter (SW¼) of Section Thirty-five (35); thence North 00° 29' East 1104.60 feet to a pipe on the Southerly edge of a gravel road; thence meandering Southeasterly along said road as follows: South 37° 27' East 714.70 feet; thence South 44° 49' East 548.45 feet; thence South 41° 21' East 839.20 feet; thence South 48° 01' East 376.60 feet; thence South 45° 03' East 554.30 feet; thence South 39° 48' East 563.30 feet to a point Southwesterly of said road; thence departing from said gravel road South 67° 10' West 70 feet; thence South 22° 50' East 217.15 feet; thence North 67° 10' East 70 feet; thence South 34° 03' East 416.30 feet; thence South 48° 58' East 755.60 feet; thence South 41° 14' East 126.50 feet to a point on the South line of said Northwest Quarter (NW¼) of Section Two (2); thence North 88° 28' West along said South line 2001.60 feet to a point on the Control Traverse Line of the South Quincy Drainage District Levee Right of Way; thence Northwesterly along said Traverse Line as follows: North 42° 21' 50" West 470.89 feet; thence North 31° 09' 10" West 304.20 feet; thence North 25° 56' 40" West 158.40 feet; thence North 33° 10' 10" West 300 feet; thence North 41° 11' 00" West 381.90 feet; thence North 45° 22' 20" West 477.20 feet; thence North 55° 25' 30" West 120.10 feet to the point of intersection of said Traverse Line and the West line of the Northwest Quarter (NW¼) of said Section Two (2); thence North 00° 20' East along said West line 948.20 feet to the point of beginning, exclusive of the Right of Way of said Levee; all as referenced on Plat of Survey made by T. J. Berglund, Registered Illinois Land Surveyor, April, 1987 and recorded in the Office of the Recorder of Deeds in and for Adams County, Illinois in Book 14 of Plats at page 799, to which reference is made for greater certainty; subject to easements and rights-of-way of record; situated in the County of Adams and State of Illinois.

## Tract II:

That part of the Southeast Quarter (SE¼) of Section Thirty-four (34) AND the Southwest Quarter (SW¼) of Section Thirty-five (35) in Township Two (2) South, Range Nine (9) West of the Fourth Principal Meridian, bounded and described as follows:

Beginning at a point 1190 feet South and 1452.6 feet East of the Northeast corner of said Southeast Quarter (SE¼) of Section Thirty-four (34); running thence South 36° 15' East 400 feet, more or less, to center of the Channel of Brewster Slough located in the Southwest Quarter (SW¼) of said Section Thirty-five (35); thence in a Southerly and irregular direction along the center of the channel of said Slough to a point where the center of the Channel of said Slough intersects the South line of the Southwest Quarter (SW¼) of said Section Thirty-five (35), which point of intersection is approximately 1525 feet East of the Southwest corner of said Section Thirty-five (35); thence West along the South line of said Southwest Quarter (SW¼) of Section Thirty-five (35) to the Southwest corner of said Quarter; running thence North to the center line of Lateral "C" of the works of the South Quincy Drainage & Levee District; running thence along the center line of said Lateral "C" to a point which is 1835.6 feet West of the place of beginning; and running thence 1835.6 feet to the place of beginning; situated in the County of Adams, State of Illinois;

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**SCHEDULE A**  
(Continued)

ALSO, One (1) acre in the form of a square in the extreme Southwest corner of Section Thirty-five (35), Township Two (2) South, Range Nine (9) West of the Fourth Principal Meridian, situated in the County of Adams, in the State of Illinois.

**Adams County Abstract & Title Co.**

By: \_\_\_\_\_

~~Adams County Abstract & Title Co.~~

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## Chicago Title Insurance Company

**SCHEDULE B, PART I - Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Instruments creating the estate or interest to be insured, in insurable form, must be executed, delivered and duly filed for record.
6. In the event any party to the transaction contemplates the use of a Power of Attorney, the Company requires submission of the Power of Attorney for approval no less than three days prior to closing.
7. The Company requires receipt of final loan figures no less than 24 hours prior to closing.
8. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact your local Title office regarding the application of this new law to your transaction.
9. Release of any mortgage set forth in Schedule B unless the policies to be issued hereunder are to be subject to such mortgage, if any.
10. Executed ALTA 3738 Statement, if applicable.
11. NOTICE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
12. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
13. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
14. The Company should be provided a statement from the borrower(s) relative to any mortgage shown on Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or post postponed payments or other restructuring of the debt secured by the mortgage.

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SCHEDULE B  
(Continued)

## SCHEDULE B, PART II - Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. The effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. Financing Statements, if any, not indexed against said real estate. The following Financing Statements are indexed against the real estate: None.
8. Rights of the public, the State of Illinois, the township and the municipality in and to that part of the premises in question taken, used or dedicated for roads or highways.
9. Rights of way for drainage ditches, levees, sloughs, drain tiles, feeders, laterals, public utilities and underground pipes, if any.
10. Under the provisions of the Illinois Religious Freedom Protection and Civil Union Act, the parties to a Civil Union or any substantially similar legal relationship recognized by another state, are the same as those of married persons. Any reference herein to "spouse", "marital rights", "husband", "wife" or similar reference to marital status or rights associated with marital status, shall include parties to a Civil Union or any substantially similar legal relationship recognized by another state and the rights thereunder.

Re: Tract I:

11. Taxes for the years 2023 and 2024, not yet due and payable.  
Tax Code Nos. 21-0-0374-000-00 and 21-0-0375-000-00.

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SCHEDULE B  
(Continued)

12. INFORMATIONAL NOTE: Taxes for the year 2022 in the total amount of \$1,130.40 are PAID.

Lot Size: 95.08 A m/l

(21-0-0374-000-00)

2022 - Net Assessment Value (after all deductions) 8785

County A/V - 14570; County E/V - 14570; State E/V - 14570

Drainage Exemption - 5785

2023 Assessed Value 15950

Limited Homestead - N; Over 65 - N; New Construction - N; SCF - N; Ent - N; Drainage - Y

(21-0-0375-000-00)

2022 - Net Assessment Value (after all deductions) 8686

County A/V - 11940; County E/V - 11940; State E/V - 11940

Drainage Exemption - 3254

2023 Assessed Value 13090

Limited Homestead - N; Over 65 - N; New Construction - N; SCF - N; Ent - N; Drainage - Y

13. Rights of Anton Vidas and Leona Vidas, his wife, and their successors and assigns, as owners of all that part of the South One-half of said Section Two (2), lying on the landward side of the Levee of the South Quincy Drainage and Levee District, to an easement for ingress and egress, and the rights of the said Anton and Leona Vidas, their successors and assigns, to gravel the road along the East bank of the East arm of Sand Slough, in said Section Two (2) as aforesaid. (Applies to Surveyed Tract 1 Only)
14. [REDACTED] (Omitted)
15. Matters shown on plat of survey recorded in Book 14 of Plats, at page 799.
16. Interests of tenants in possession, if any.
17. A certification of trust executed by the trustee in accordance with 760 ILCS 3/1013, together with excerpts of the trust agreement and amendments thereto relating to the designation of trustees and the power of the trustee to act in the current transaction; or in the alternative, the trustee, in his or her sole discretion, may deliver to the Company a full copy of the trust agreement together with all amendments thereto.
18. This commitment will be subject to such additional matters upon receipt of the proposed survey legal.
- Re: Tract II:
19. Taxes for the years 2023 and 2024, not yet due and payable.  
Tax Code Nos. 20-0-1901-000-00 and 20-0-1877-000-00.
20. INFORMATIONAL NOTE: Taxes for the year 2022 in the total amount of \$658.24 are PAID.

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SCHEDULE B  
(Continued)

Lot Size: 39.30 A

(20-0-1901-000-00)

2022 - Net Assessment Value (after all deductions) 8982

County A/V - 13110; County E/V - 13110; State E/V - 13110

Drainage Exemption - 4128

2023 Assessed Value 16490

Limited Homestead - N; Over 65 - N; New Construction - N; SCF - N; Ent - N; Drainage - Y

(20-0-1877-000-00)

2022 - Net Assessment Value (after all deductions) 1450

2023 Assessed Value 540

Limited Homestead - N; Over 65 - N; New Construction - N; SCF - N; Ent - N; Drainage - Y

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

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*High P. M. b. 2/16/05*  
 Stephen P. Mack, State Professional Land Surveyor No. 2714  
 License Expires 11/30/2008  
 Design Firm No. 1442728

NORTH 55.30 LANE NORTH OF WAY  
 TAKEN FROM ADAMS COUNTY  
 PARCEL MAP

0 SURVEY MONUMENT FOUND  
 1 SET 3/4" IRON PIPE  
 2 SURVEY MONUMENT FOUND  
 3 SURVEY MONUMENT SET

