

**Security First Title Co.**  
**205 West Stephenson Street**  
**Freeport, IL 61032**  
**Phone (815)235-2900 Fax (815)235-9955**  
**"WHERE THE SECURITY OF YOUR HOME BEGINS WITH THE TITLE"**

**INVOICE**

**CASE NUMBER:** 2021-1586S

**Address:** Multiple Addresses, Lena, IL 61048

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

**Date:** May 4, 2021

	<b>Seller's Charges</b>	<b>Buyer's Charges</b>	<b>Total Charges</b>
<b>Owner's Policy \$10,000.00</b>	\$ 350.00		\$350.00
<b>Mortgage Policy \$</b>			\$
<b>Closing Fee \$</b>			\$
State of Illinois Title Policy Fee	\$ 3.00		\$ 3.00
Search & Exam Add'l Tracts (7 x \$125.00)	\$ 875.00		\$ 875.00
Later Date Search Fee / County Copy Fee	\$ 300.00		\$ 300.00
			\$1,528.00

(STEPHENSON COUNTY, ILLINOIS)

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

**PURCHASER:**

Purchaser with Contractual  
Rights

**SELLER:**

Schoney Farms, LLC

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

**E-mail us at [Sec1Title@aol.com](mailto:Sec1Title@aol.com) or visit us on the web at [www.securityfirsttitleco.com](http://www.securityfirsttitleco.com)**

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

**THANK YOU FOR YOUR BUSINESS!**

**COMMITMENT FOR TITLE INSURANCE  
ISSUED BY  
CHICAGO TITLE INSURANCE COMPANY  
NOTICE**

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

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

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

**COMMITMENT TO ISSUE POLICY**

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

If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**COMMITMENT CONDITIONS**

**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment
  - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in 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 shall not be 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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

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- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

**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. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option 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>.

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**Transaction Identification Data for reference only:**

Issuing Agent: Security First Title Co.  
 Issuing Office: 205 West Stephenson Street, Freeport, IL 61032  
 Issuing Office's ALTA® Registry ID:  
 Loan ID Number:  
 Commitment Number: 2021-1586S  
 Issuing Office File Number: 2021-1586S  
 Property Address: Multiple Addresses, Lena, IL 61048

**SCHEDULE A**

1. Commitment Date: April 29, 2021 at 08:00 AM
2. Policy to be issued:
  - (a) ALTA® Owner's Policy
    - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner, identified at Item 4, below.
    - Proposed Policy Amount: \$ 10,000.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:  
Schoney Farms, LLC, an Illinois limited liability company
5. The Land is described as follows:

**TRACT I:**

The Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section 14, Township 28 North, Range 5 East of the Fourth Principal Meridian, more particularly described as follows: Beginning at an iron rod at the Northeast corner of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section 14; thence South 01 degrees 19 minutes 15 seconds East, along the East line thereof, a distance of 1344.96 feet to the Southeast corner thereof; thence South 88 degrees 39 minutes 36 seconds West, along the South line thereof, a distance of 1325.13 feet to an iron rod at the Southwest corner thereof; thence North 01 degrees 26 minutes 44 seconds West, along the West line thereof, a distance of 1343.27 feet to an iron rod at the Northwest corner thereof; thence North 88 degrees 35 minutes 13 seconds East, along the North line of said Northeast Quarter (1/4) of the Northeast Quarter (1/4), a distance of 1328.05 feet to the Point of Beginning; situated in the Township of West Point, County of Stephenson and State of Illinois.

**TRACT II:**

Part of the South Half (1/2) of the Southeast Quarter (1/4) of Section 11, Township 28 North, Range 5 East of the Fourth Principal Meridian, more particularly described as follows: Beginning at an iron rod at the Southeast corner of the Southeast Quarter (1/4) of Section 11; thence North 01 degrees 06 minutes 48 seconds West, along the East line thereof, a distance of 873.24 feet to the Southeast corner of the parcel of land conveyed to Kevin Gyland with a Quit Claim Deed recorded as Document No. 201200123557, in Book 199, Pages 1950-1952, in the Office of the Stephenson County Recorder; thence South 88 degrees 53 minutes 25 seconds West, along the South line thereof, a distance of 279.36 feet to an iron rod at the Southwest corner thereof; thence North 01 degrees 06 minutes 56 seconds West, along the West line thereof, a distance of 461.87 feet (461.37 feet deeded) to an iron rod at the Northwest corner thereof; thence South 88 degrees 33 minutes 43 seconds West, along the North

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**SCHEDULE A**  
(Continued)

Commitment Number: 2021-1586S

line of the South Half (1/2) of the Southeast Quarter (1/4) of said Section 14, a distance of 2376.93 to an iron rod at the Northwest corner thereof; thence South 01 degrees 07 minutes 19 seconds East, along the West line thereof, a distance of 1335.56 feet to an iron rod at the Southwest corner thereof; thence North 88 degrees 35 minutes 13 seconds East, along the South line thereof, a distance of 2656.11 feet to the Point of Beginning; situated in the Township of West Point, County of Stephenson and State of Illinois.

**TRACT III:**

A part of the Northwest Quarter (1/4) of Section 12, Township 28 North, Range 5 East of the Fourth Principal Meridian, more particularly described as follows: Beginning at an iron rod at the Northwest corner of the Northwest Quarter (1/4) of Section 12; thence South 01 degrees 07 minutes 16 seconds East, along the West line thereof, a distance of 2673.04 feet to an iron rod at the Southwest corner thereof; thence South 89 degrees 35 minutes 39 seconds East, along the South line thereof, a distance of 1307.30 feet to an iron rod; thence North 01 degrees 25 minutes 18 seconds West, a distance of 2672.31 feet to the Northwest corner of the parcel of land conveyed to Kelly Lobdell with a Quit Claim Deed recorded as Document No. 201100118224, in Book 190, Pages 2842-2844, in the Office of the Stephenson County Recorder; thence North 89 degrees 32 minutes 38 seconds West, along the North line of the Northwest Quarter (1/4) of said Section 12, a distance of 1293.30 feet to the Point of Beginning; situated in the Township of West Point, County of Stephenson and State of Illinois.

**TRACT IV:**

A part of the Northwest Quarter (1/4) of Section 12, Township 28 North, Range 5 East of the Fourth Principal Meridian, more particularly described as follows: Beginning at a found stone at the Northeast corner of the Northwest Quarter (1/4) of Section 12; thence South 00 degrees 57 minutes 19 seconds East, along the East line thereof, a distance of 2670.47 feet to an iron rod at the Southeast corner thereof; thence North 89 degrees 35 minutes 39 seconds West, along the South line thereof, a distance of 1365.57 feet to an iron rod; thence North 01 degrees 25 minutes 18 seconds West, a distance of 2379.61 feet to an iron rod at the Southwest corner of the parcel of land conveyed to Kelly Lobdell with a Quit Claim Deed recorded as Document No. 201100118224, in Book 190, Pages 2842-2844, in the Office of the Stephenson County Recorder; thence South 89 degrees 02 minutes 40 seconds East, along the South line of said parcel, a distance of 518.71 feet (518.65 feet deeded) to an iron rod; thence South 70 degrees 31 minutes 53 seconds East, along said South line, a distance of 180.98 feet (180.94 feet deeded) to an iron rod; thence North 89 degrees 17 minutes 10 seconds East, along said South line, a distance of 201.62 feet (201.78 feet deeded) to an iron rod at the Southeast corner of said parcel; thence North 00 degrees 34 minutes 52 seconds East, along the East line of said parcel, a distance of 79.83 feet (79.76 feet deeded) to an iron rod; thence North 89 degrees 31 minutes 26 seconds West, along the boundary of said parcel, a distance of 64.84 feet (64.80 feet deeded) to an iron rod; thence North 00 degrees 25 minutes 28 seconds East, along the East line of said parcel, a distance of 272.05 feet (272.10 feet deeded) to the North line of the Northwest Quarter (1/4) of said Section 12; thence South 89 degrees 32 minutes 36 seconds East, along said North line, a distance of 551.22 feet to the Point of Beginning; situated in the Township of West Point, County of Stephenson and State of Illinois.

**TRACT V:**

A part of the Northeast Quarter (1/4) of Section 12, Township 28 North, Range 5 East of the Fourth Principal Meridian, more particularly described as follows: Beginning at a found stone at the Northwest corner of the Northeast Quarter (1/4) of Section 12; thence South 00 degrees 57 minutes 19 seconds East, along the West line thereof, a distance of 2670.47 feet to an iron rod at the Southwest corner thereof; thence South 89 degrees 35 minutes 39 seconds East, along the South line thereof, a distance of 1330.38 feet to an iron rod at the Southwest corner of the Southeast Quarter (1/4) of said Northeast Quarter (1/4) of Section 12; thence North 00 degrees 49 minutes 03 seconds West, along the West line thereof, a distance of 1299.91 feet to an iron rod on the South line of a 2 rod wide exception to the parcel of land owned by the Ronald Fuchs Living Trust, described in a Deed in

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(2021-1586S.PFD/2021-1586S/9)

## SCHEDULE A

(Continued)

Commitment Number: 2021-1586S

Trust, recorded as Document No. 201100118520, in Book 191, Page 1184, in the Office of the Stephenson County Recorder; thence South 89 degrees 29 minutes 50 seconds East, 2 rods South of and parallel to the North line of said Southeast Quarter (1/4), a distance of 1333.57 feet to the East line thereof; thence North 00 degrees 40 minutes 46 seconds West, along the East line of the Northeast Quarter (1/4) of said Section 12, a distance of 1026.21 feet to the Southeast corner of the West Point Cemetery Association parcel, described in a Warranty Deed, recorded as Document No. 96-7602, in Book P-285, Page 197, in said Recorder's Office; thence North 89 degrees 24 minutes 06 seconds West, along the South line of said Cemetery parcel, a distance of 352.11 feet to an iron rod at the Southwest corner thereof; thence North 00 degrees 40 minutes 42 seconds West, along the West line of said Cemetery parcel, a distance of 337.40 feet to the North line of said Northeast Quarter (1/4); thence North 89 degrees 24 minutes 06 seconds West, along said North line, a distance of 1066.52 feet to the Northeast corner of a parcel of land conveyed to Ray and Elizabeth Gable, with a Warranty Deed recorded as Document No. 201600150344, in said Recorder's Office; thence South 00 degrees 35 minutes 19 seconds West, along the East line thereof, a distance of 333.22 feet (333.26 feet deeded) to an iron rod; thence North 89 degrees 23 minutes 19 seconds West, along the South line thereof, a distance of 261.15 feet (261.43 feet deeded) to an iron rod; thence North 00 degrees 33 minutes 18 seconds East, along the West line thereof, a distance of 333.17 feet (333.26 feet deeded) to the North line of said Northeast Quarter (1/4) of Section 12; thence North 89 degrees 24 minutes 06 seconds West, along said North line, a distance of 993.85 feet to the Point of Beginning; situated in the Township of West Point, County of Stephenson and State of Illinois.

### TRACT VI:

The South Half (1/2) of the North Half (1/2) of the Northeast Quarter (1/4) of Section 13, and part of Lots One (1) and Five (5) of the Subdivision of the Estate of William Waddams, located in the South Half (1/2) of the Northeast Quarter (1/4) of Section 13, according to the Plat thereof recorded in Deed Book 38, Page 566, in the Office of the Stephenson County Recorder, all in Township 28 North, Range 5 East of the Fourth Principal Meridian, more particularly described as follows: Beginning at a point on the East line of said Northeast Quarter (1/4) of Section 13, said point being North 00 degrees 56 minutes 12 seconds West, a distance of 366.99 feet from an iron rod at the Southeast corner thereof; thence North 89 degrees 15 minutes 04 seconds West, along the North line of the parcel conveyed to Matthew & Kathy Gieser with a Warranty Deed, recorded as Document No. 200500068243, in Book 107, Page 2113, in said Recorder's Office, a distance of 1142.14 feet to an iron rod at the Northwest corner thereof; thence North 00 degrees 56 minutes 10 seconds West, a distance of 953.48 feet to an iron rod on the South line of the South Half (1/2) of the North Half (1/2) of the Northeast Quarter (1/4) of said Section 13; thence North 89 degrees 46 minutes 45 seconds West, along said South line, a distance of 1505.08 feet to an iron rod at the Southwest corner thereof; thence North 00 degrees 55 minutes 57 seconds West, along the West line thereof, a distance of 669.75 feet to an iron rod at the Northwest corner of said South Half (1/2) of the North Half (1/2) of the Northeast Quarter (1/4); thence South 89 degrees 41 minutes 13 seconds East, along the North line thereof, a distance of 2646.99 feet to the Northeast corner thereof; thence South 00 degrees 56 minutes 12 seconds East, along the East line of the Northeast Quarter (1/4) of said Section 13, a distance of 1629.50 feet to the Point of Beginning; situated in the Township of West Point, County of Stephenson and State of Illinois.

### TRACT VII:

A part of the Fractional Northwest Quarter (1/4) of Section 18, Township 28 North, Range 6 East of the Fourth Principal Meridian, being also part of Lot Six (6) of a Subdivision of said Section 18, more particularly described as follows: Beginning at a point on the West line of the Northwest Quarter (1/4) of Section 18, said point being North 00 degrees 56 minutes 12 seconds West, a distance of 763.89 feet from an iron rod at the Southeast corner of the Northeast Quarter (1/4) of Section 13, Township 28 North, Range 5 East of the Fourth Principal Meridian; thence South 89 degrees 40 minutes 35 seconds East, a distance of 1330.78 feet to an iron rod on the East line of said Lot Six (6); thence North 00 degrees 25 minutes 00 seconds West, along said East line, a distance of 339.61 feet to an iron rod; thence North 87 degrees 45 minutes 16 seconds West, a distance of 1027.30 feet to an iron rod; thence South 02 degrees 29 minutes 04 seconds West, a distance of 96.41 feet (96.34 feet deeded) to an iron rod;

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(2021-1586S.PFD/2021-1586S/9)

**SCHEDULE A**  
(Continued)

Commitment Number: 2021-1586S

thence North 88 degrees 57 minutes 21 seconds West, a distance of 302.26 feet (302.47 feet deeded) to the West line of the Northwest Quarter (1/4) of said Section 18; thence South 00 degrees 56 minutes 12 seconds East, along said West line, a distance of 281.57 feet to the Point of Beginning; situated in the Township of West Point, County of Stephenson and State of Illinois.

**TRACT VIII:**

A part of the Fractional Northwest Quarter (1/4) of Section 18, Township 28 North, Range 6 East of the Fourth Principal Meridian, being also part of Lot Six (6) of a Subdivision of said Section 18, more particularly described as follows: Beginning at a point on the West line of the Northwest Quarter (1/4) of Section 18, said point being South 00 degrees 56 minutes 12 seconds East, a distance of 795.56 feet from an iron rod at the Northwest corner thereof; thence South 00 degrees 56 minutes 12 seconds East, along said West line, a distance of 407.83 feet to the Northwest corner of the parcel of land described in Book P-194, Page 936, in the Office of the Stephenson County Recorder; thence South 88 degrees 18 minutes 06 seconds East, a distance of 1336.46 feet to an iron rod on the East line of said Lot Six (6); thence North 01 degrees 01 minutes 13 seconds West, along said East line, a distance of 444.94 feet to an iron rod at the Southeast corner of the parcel of land conveyed to Mark & Anita Mau with a Warranty Deed recorded as Document No. 9877289, in said Recorder's Office; thence North 89 degrees 53 minutes 31 seconds West, along the South line thereof, a distance of 1334.62 feet to the Point of Beginning; situated in the Township of West Point, County of Stephenson and State of Illinois.

**Security First Title Co.**

By:   
Security First Title Co.

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(2021-1586S.PFD/2021-1586S/9)



**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. 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.
7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
9. We should be furnished (a) a certification from the Department of Financial Institutions that Schoney Farms, LLC, an Illinois limited liability company, has properly filed its articles of organization; (b) a copy of the articles of organization, together with any amendments thereto; (c) a copy of the operating agreement, if any, together with any amendments thereto; (d) a list of incumbent managers or of incumbent members if managers have not been appointed; (e) a certification that no event of dissolution has occurred; and (f) a resolution that both authorizes the contemplated transaction and authorizes and names the appropriate signatories to execute the transaction documentation.  
  
NOTE: In the event of a sale of all or substantially all of the assets of the L.L.C. or of a sale of L.L.C. assets to a member or manager, we should be furnished a copy of a Resolution authorizing the transaction adopted by the members of said L.L.C.
10. Properly executed and recordable Warranty Deed, accompanied by affidavits and declarations, if appropriate, from Schoney Farms, LLC, an Illinois limited liability company, conveying fee simple title to a Purchaser with contractual rights under a purchase agreement with the vested owner, identified on Schedule A at Item 4.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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AMERICAN  
LAND TITLE  
ASSOCIATION



(2021-1586S.PFD/2021-1586S/9)

**SCHEDULE B**  
(Continued)

Commitment Number: 2021-1586S

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

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AMERICAN  
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(2021-1586S.PFD/2021-1586S/9)

**SCHEDULE B**  
(Continued)

Commitment Number: 2021-1586S

**SCHEDULE B, PART II**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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 year 2020 and subsequent years. None yet due or payable.

MULTIPLE TAX CODES - SEE ATTACHED LIST.

9. Title to that part of the insured premises lying within the bounds of any public or private road or highway.
10. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
11. Memorandum of Option to Lease, Lease and Wind Easement Agreement, made between Richard A. & Gary L. Schoney and Nancy K. Jones (Owner") and EcoGrove Wind LLC, ("Lessee"), recorded December 1, 2006, as Document No. 200600081509. (TRACTS I, II, III, V, and VI)

Amended and Restated Memorandum of Lease and Wind Easement Agreement and Setback Waiver, between Nancy K. Jones, as Trustee of the Nancy K. Jones Revocable Trust under a certain Trust Agreement dated January 25, 2006, Richard A. Schoney and Gary L. Schoney, ("Owner") and EcoGrove Wind LLC, ("Lessee") recorded February 24, 2009, as Document No. 200900100909. (TRACTS I, II, III, V, and VI)

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(2021-1586S.PFD/2021-1586S/9)

**SCHEDULE B**  
(Continued)

Commitment Number: 2021-1586S

12. Existing unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through and under the lessees.
13. Financing Statements, if any.
14. Terms, provisions, limitations and conditions contained in the Articles of Organization and the Operating Agreement for Schoney Farms, LLC, an Illinois limited liability company.
15. "The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. Upon request, the company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction."
16. In the event of a partial loss, the Insured shall be a co-insurer, and only such proportion of any partial loss established, including the cost of defense, shall be borne by this Company, as the amount of this policy bears to the actual value of the subject property at the effective date of this policy. Nothing contained herein shall be construed as impairing or modifying the co-insurance and apportionment provision of the conditions and stipulations of this policy.

NOTE: cc:

Shockey & Cox, LLC

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(2021-1586S.PFD/2021-1586S/9)

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**EXHIBIT A**

The Land referred to in this Commitment is described as follows:

**TRACT I:**

The Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section 14, Township 28 North, Range 5 East of the Fourth Principal Meridian, more particularly described as follows: Beginning at an iron rod at the Northeast corner of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section 14; thence South 01 degrees 19 minutes 15 seconds East, along the East line thereof, a distance of 1344.96 feet to the Southeast corner thereof; thence South 88 degrees 39 minutes 36 seconds West, along the South line thereof, a distance of 1325.13 feet to an iron rod at the Southwest corner thereof; thence North 01 degrees 26 minutes 44 seconds West, along the West line thereof, a distance of 1343.27 feet to an iron rod at the Northwest corner thereof; thence North 88 degrees 35 minutes 13 seconds East, along the North line of said Northeast Quarter (1/4) of the Northeast Quarter (1/4), a distance of 1328.05 feet to the Point of Beginning; situated in the Township of West Point, County of Stephenson and State of Illinois.

**TRACT II:**

Part of the South Half (1/2) of the Southeast Quarter (1/4) of Section 11, Township 28 North, Range 5 East of the Fourth Principal Meridian, more particularly described as follows: Beginning at an iron rod at the Southeast corner of the Southeast Quarter (1/4) of Section 11; thence North 01 degrees 06 minutes 48 seconds West, along the East line thereof, a distance of 873.24 feet to the Southeast corner of the parcel of land conveyed to Kevin Gyland with a Quit Claim Deed recorded as Document No. 201200123557, in Book 199, Pages 1950-1952, in the Office of the Stephenson County Recorder; thence South 88 degrees 53 minutes 25 seconds West, along the South line thereof, a distance of 279.36 feet to an iron rod at the Southwest corner thereof; thence North 01 degrees 06 minutes 56 seconds West, along the West line thereof, a distance of 461.87 feet (461.37 feet deeded) to an iron rod at the Northwest corner thereof; thence South 88 degrees 33 minutes 43 seconds West, along the North line of the South Half (1/2) of the Southeast Quarter (1/4) of said Section 14, a distance of 2376.93 to an iron rod at the Northwest corner thereof; thence South 01 degrees 07 minutes 19 seconds East, along the West line thereof, a distance of 1335.56 feet to an iron rod at the Southwest corner thereof; thence North 88 degrees 35 minutes 13 seconds East, along the South line thereof, a distance of 2656.11 feet to the Point of Beginning; situated in the Township of West Point, County of Stephenson and State of Illinois.

**TRACT III:**

A part of the Northwest Quarter (1/4) of Section 12, Township 28 North, Range 5 East of the Fourth Principal Meridian, more particularly described as follows: Beginning at an iron rod at the Northwest corner of the Northwest Quarter (1/4) of Section 12; thence South 01 degrees 07 minutes 16 seconds East, along the West line thereof, a distance of 2673.04 feet to an iron rod at the Southwest corner thereof; thence South 89 degrees 35 minutes 39 seconds East, along the South line thereof, a distance of 1307.30 feet to an iron rod; thence North 01 degrees 25 minutes 18 seconds West, a distance of 2672.31 feet to the Northwest corner of the parcel of land conveyed to Kelly Lobdell with a Quit Claim Deed recorded as Document No. 201100118224, in Book 190, Pages 2842-2844, in the Office of the Stephenson County Recorder; thence North 89 degrees 32 minutes 38 seconds West, along the North line of the Northwest Quarter (1/4) of said Section 12, a distance of 1293.30 feet to the Point of Beginning; situated in the Township of West Point, County of Stephenson and State of Illinois.

**TRACT IV:**

A part of the Northwest Quarter (1/4) of Section 12, Township 28 North, Range 5 East of the Fourth Principal Meridian, more particularly described as follows: Beginning at a found stone at the Northeast corner of the Northwest Quarter (1/4) of Section 12; thence South 00 degrees 57 minutes 19 seconds East, along the East line thereof, a distance of 2670.47 feet to an iron rod at the Southeast corner thereof; thence North 89 degrees 35 minutes 39 seconds West, along the South line thereof, a distance of 1365.57 feet to an iron rod; thence North 01 degrees 25 minutes 18 seconds West, a distance of 2379.61 feet to an iron rod at the Southwest corner of the parcel of land conveyed to Kelly Lobdell with a Quit Claim Deed recorded as Document No. 201100118224, in Book 190, Pages 2842-2844, in the Office of the Stephenson County Recorder; thence South 89 degrees 02 minutes 40 seconds East, along the South line of said parcel, a distance of 518.71 feet (518.65 feet deeded) to an iron rod; thence South 70 degrees 31 minutes 53 seconds East, along said South line, a distance of 180.98 feet (180.94 feet deeded) to an iron rod; thence North 89 degrees 17 minutes 10 seconds East, along said South line, a distance of 201.62 feet (201.78 feet deeded) to an iron rod at the Southeast corner of said parcel; thence North 00 degrees 34 minutes 52 seconds East, along the East line of said parcel, a distance of 79.83 feet (79.76 feet deeded) to an iron rod; thence North 89 degrees 31 minutes 26 seconds West, along the boundary of said parcel, a distance of 64.84 feet (64.80 feet deeded) to an iron rod; thence North 00 degrees 25 minutes 28 seconds East, along the East line of said parcel, a distance of 272.05 feet (272.10 feet deeded) to the North line of the Northwest Quarter (1/4) of said Section 12; thence South 89 degrees 32 minutes 36 seconds East, along said North line, a distance of 551.22 feet to the Point of Beginning; situated in the Township of West Point, County

**EXHIBIT A**  
(Continued)

Commitment Number: 2021-1586S

of Stephenson and State of Illinois.

**TRACT V:**

A part of the Northeast Quarter (1/4) of Section 12, Township 28 North, Range 5 East of the Fourth Principal Meridian, more particularly described as follows: Beginning at a found stone at the Northwest corner of the Northeast Quarter (1/4) of Section 12; thence South 00 degrees 57 minutes 19 seconds East, along the West line thereof, a distance of 2670.47 feet to an iron rod at the Southwest corner thereof; thence South 89 degrees 35 minutes 39 seconds East, along the South line thereof, a distance of 1330.38 feet to an iron rod at the Southwest corner of the Southeast Quarter (1/4) of said Northeast Quarter (1/4) of Section 12; thence North 00 degrees 49 minutes 03 seconds West, along the West line thereof, a distance of 1299.91 feet to an iron rod on the South line of a 2 rod wide exception to the parcel of land owned by the Ronald Fuchs Living Trust, described in a Deed in Trust, recorded as Document No. 201100118520, in Book 191, Page 1184, in the Office of the Stephenson County Recorder; thence South 89 degrees 29 minutes 50 seconds East, 2 rods South of and parallel to the North line of said Southeast Quarter (1/4), a distance of 1333.57 feet to the East line thereof; thence North 00 degrees 40 minutes 46 seconds West, along the East line of the Northeast Quarter (1/4) of said Section 12, a distance of 1026.21 feet to the Southeast corner of the West Point Cemetery Association parcel, described in a Warranty Deed, recorded as Document No. 96-7602, in Book P-285, Page 197, in said Recorder's Office; thence North 89 degrees 24 minutes 06 seconds West, along the South line of said Cemetery parcel, a distance of 352.11 feet to an iron rod at the Southwest corner thereof; thence North 00 degrees 40 minutes 42 seconds West, along the West line of said Cemetery parcel, a distance of 337.40 feet to the North line of said Northeast Quarter (1/4); thence North 89 degrees 24 minutes 06 seconds West, along said North line, a distance of 1066.52 feet to the Northeast corner of a parcel of land conveyed to Ray and Elizabeth Gable, with a Warranty Deed recorded as Document No. 201600150344, in said Recorder's Office; thence South 00 degrees 35 minutes 19 seconds West, along the East line thereof, a distance of 333.22 feet (333.26 feet deeded) to an iron rod; thence North 89 degrees 23 minutes 19 seconds West, along the South line thereof, a distance of 261.15 feet (261.43 feet deeded) to an iron rod; thence North 00 degrees 33 minutes 18 seconds East, along the West line thereof, a distance of 333.17 feet (333.26 feet deeded) to the North line of said Northeast Quarter (1/4) of Section 12; thence North 89 degrees 24 minutes 06 seconds West, along said North line, a distance of 993.85 feet to the Point of Beginning; situated in the Township of West Point, County of Stephenson and State of Illinois.

**TRACT VI:**

The South Half (1/2) of the North Half (1/2) of the Northeast Quarter (1/4) of Section 13, and part of Lots One (1) and Five (5) of the Subdivision of the Estate of William Waddams, located in the South Half (1/2) of the Northeast Quarter (1/4) of Section 13, according to the Plat thereof recorded in Deed Book 38, Page 566, in the Office of the Stephenson County Recorder, all in Township 28 North, Range 5 East of the Fourth Principal Meridian, more particularly described as follows: Beginning at a point on the East line of said Northeast Quarter (1/4) of Section 13, said point being North 00 degrees 56 minutes 12 seconds West, a distance of 366.99 feet from an iron rod at the Southeast corner thereof; thence North 89 degrees 15 minutes 04 seconds West, along the North line of the parcel conveyed to Matthew & Kathy Gieser with a Warranty Deed, recorded as Document No. 200500068243, in Book 107, Page 2113, in said Recorder's Office, a distance of 1142.14 feet to an iron rod at the Northwest corner thereof; thence North 00 degrees 56 minutes 10 seconds West, a distance of 953.48 feet to an iron rod on the South line of the South Half (1/2) of the North Half (1/2) of the Northeast Quarter (1/4) of said Section 13; thence North 89 degrees 46 minutes 45 seconds West, along said South line, a distance of 1505.08 feet to an iron rod at the Southwest corner thereof; thence North 00 degrees 55 minutes 57 seconds West, along the West line thereof, a distance of 669.75 feet to an iron rod at the Northwest corner of said South Half (1/2) of the North Half (1/2) of the Northeast Quarter (1/4); thence South 89 degrees 41 minutes 13 seconds East, along the North line thereof, a distance of 2646.99 feet to the Northeast corner thereof; thence South 00 degrees 56 minutes 12 seconds East, along the East line of the Northeast Quarter (1/4) of said Section 13, a distance of 1629.50 feet to the Point of Beginning; situated in the Township of West Point, County of Stephenson and State of Illinois.

**TRACT VII:**

A part of the Fractional Northwest Quarter (1/4) of Section 18, Township 28 North, Range 6 East of the Fourth Principal Meridian, being also part of Lot Six (6) of a Subdivision of said Section 18, more particularly described as follows: Beginning at a point on the West line of the Northwest Quarter (1/4) of Section 18, said point being North 00 degrees 56 minutes 12 seconds West, a distance of 763.89 feet from an iron rod at the Southeast corner of the Northeast Quarter (1/4) of Section 13, Township 28 North, Range 5 East of the Fourth Principal Meridian; thence South 89 degrees 40 minutes 35 seconds East, a distance of 1330.78 feet to an iron rod on the East line of said Lot Six (6); thence North 00 degrees 25 minutes 00 seconds West, along said East line, a distance of 339.61 feet to an iron rod; thence North 87 degrees 45 minutes 16 seconds West, a distance of 1027.30 feet to an iron rod; thence South 02 degrees 29 minutes 04 seconds West, a distance of 96.41 feet (96.34 feet deeded) to an iron rod; thence North 88 degrees 57 minutes 21 seconds West, a

**EXHIBIT A**  
(Continued)

Commitment Number: 2021-1586S

distance of 302.26 feet (302.47 feet deeded) to the West line of the Northwest Quarter (1/4) of said Section 18; thence South 00 degrees 56 minutes 12 seconds East, along said West line, a distance of 281.57 feet to the Point of Beginning; situated in the Township of West Point, County of Stephenson and State of Illinois.

**TRACT VIII:**

A part of the Fractional Northwest Quarter (1/4) of Section 18, Township 28 North, Range 6 East of the Fourth Principal Meridian, being also part of Lot Six (6) of a Subdivision of said Section 18, more particularly described as follows: Beginning at a point on the West line of the Northwest Quarter (1/4) of Section 18, said point being South 00 degrees 56 minutes 12 seconds East, a distance of 795.56 feet from an iron rod at the Northwest corner thereof; thence South 00 degrees 56 minutes 12 seconds East, along said West line, a distance of 407.83 feet to the Northwest corner of the parcel of land described in Book P-194, Page 936, in the Office of the Stephenson County Recorder; thence South 88 degrees 18 minutes 06 seconds East, a distance of 1336.46 feet to an iron rod on the East line of said Lot Six (6); thence North 01 degrees 01 minutes 13 seconds West, along said East line, a distance of 444.94 feet to an iron rod at the Southeast corner of the parcel of land conveyed to Mark & Anita Mau with a Warranty Deed recorded as Document No. 9877289, in said Recorder's Office; thence North 89 degrees 53 minutes 31 seconds West, along the South line thereof, a distance of 1334.62 feet to the Point of Beginning; situated in the Township of West Point, County of Stephenson and State of Illinois.

## **Address and Tax code attachment**

TRACT I: (40.934 Acres)  
ADDRESS: Waddams Grove Road, Lena, Illinois, 61048  
TAX CODE: 11-06-14-200-003  
TAX AMOUNT: \$2,295.24

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TRACT II: (78.506 Acres)  
ADDRESS: Waddams Grove Road, Lena, Illinois, 61048  
TAX CODE: 11-06-11-400-003  
TAX AMOUNT: \$4,445.48

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TRACT III: (79.745 Acres per Survey)  
ADDRESS: Waddams Grove & Fisher Road, Lena, Illinois, 61048  
TAX CODE: PART OF: 11-06-12-100-003  
TAX AMOUNT: \$7,393.36

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TRACT IV: (78.320 Acres per Survey)  
ADDRESS: Waddams Grove & Fisher Road, Lena, Illinois, 61048  
TAX CODE: PART OF: 11-06-12-100-003  
TAX AMOUNT: \$7,393.36

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TRACT V: (118.763 Acres per Survey)  
ADDRESS: Fisher & Crossroads Road, Lena, Illinois, 61048  
TAX CODE: 11-06-12-200-007  
TAX AMOUNT: \$4,389.04

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TRACT VI: (65.687 Acres per Survey)  
ADDRESS: Crossroads Road, Lena, Illinois, 61048  
TAX CODE: 11-06-13-200-005  
TAX AMOUNT: \$477.14

& NOTE: Tax Codes 11-06-13-200-005 and 11-06-13-200-002 will be combined.

ADDRESS: Crossroads Road, Lena, Illinois, 61048  
TAX CODE: 11-06-13-200-002  
TAX AMOUNT: \$1,481.04

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TRACT VII: (10.374 Acres per Survey)  
ADDRESS: Crossroads Road, Lena, Illinois, 61048  
TAX CODE: PART OF: 11-07-18-100-006  
TAX AMOUNT: \$466.90

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TRACT VIII: (13.064 Acres per Survey)  
ADDRESS: Crossroads Road, Lena, Illinois, 61048  
TAX CODE: PART OF: 11-07-18-100-006  
TAX AMOUNT: \$466.90