

Cover page for:

Preliminary Title Insurance Schedules

Prepared by:

Terrill Title Co., Inc.

(Mercer County, Illinois)

For auction conducted on December 12, 2016 by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Wilder Corporation of Delaware

COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

SCHEDULE A

1. Effective Date: **August 30, 2016, 8:00 am**

2. Policy or Policies to be issued: Amount
 - a. ALTA Owner's Policy (6-17-06): **\$1,000.00**
Proposed Insured: **To Be Determined**
 - b. ALTA Loan Policy (6-17-06):
Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.

4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in:

Wilder Corporation of Delaware

5. The land referred to in this Commitment is described as follows:

SEE ATTACHED EXHIBIT "A"

Property Address: Rural Route
Mercer County, IL
(Address for reference purposes only.)

Issuing Agent:
Terrill Title Co., Inc.
117 South Side Square, Macomb, Illinois 61455
309-833-2881

Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Countersigned
Terrill Title Co., Inc.

A handwritten signature in black ink, appearing to be 'H. B.', written in a cursive style.

By
Authorized Signature

This commitment valid only if Schedule B is attached.

End of Schedule A

EXHIBIT "A"

Tract I:

Part of Sections 7, 17, and 18, all in Township 15 North, Range 5 West of the Fourth Principal Meridian, Mercer County, Illinois, more fully described as follows, to-wit: Commencing at an iron pin found at the Southeast Corner of the Southeast Quarter of said Section 18, thence North 00 degrees 01 minutes 57 seconds East a distance of 1311.41 feet along the East line of the Southeast Quarter of said Section 18 to a point on the South line of the North Half of the Southeast Quarter of said Section 18, thence South 89 degrees 34 minutes 33 seconds West a distance of 343.98 feet along said South line to a point, said point being the Point of Beginning, thence continuing South 89 degrees 34 minutes 33 seconds West a distance of 2197.60 feet to an iron marker found, thence South 56 degrees 33 minutes 37 seconds West a distance of 119.00 feet to an iron marker found on the West line of the Southeast Quarter of said Section 18, thence South 00 degrees 02 minutes 10 seconds East a distance of 1208.30 feet to an iron pin set at the Southeast Corner of the Southwest Quarter of said Section 18, thence North 89 degrees 35 minutes 37 seconds West a distance of 2597.05 feet along the South line of the Southwest Quarter of said Section 18 to an iron pin set at the Southwest Corner of the Southwest Quarter of said Section 18, thence North 00 degrees 28 minutes 24 seconds West a distance of 3940.53 feet along the West line of said Section 18, to a point at the Northwest Corner of the South Half of the Northwest Quarter of said Section 18, thence South 89 degrees 33 minutes 46 seconds East a distance of 2624.83 feet to an iron pin set at the Northeast Corner of the South Half of the Northwest Quarter of said Section 18, thence North 00 degrees 05 minutes 04 seconds West a distance of 1307.15 feet along the West line of the Northeast Quarter of said Section 18 to an iron pin set at the Northwest corner of the Northeast Quarter of said Section 18, thence North 00 degrees 04 minutes 42 seconds West a distance of 1745.16 feet along the West line of the Southeast Quarter of said Section 7 to a point, thence South 61 degrees 48 minutes 08 seconds East a distance of 1303.58 feet to a point, thence South 58 degrees 49 minutes 09 seconds East a distance of 146.48 feet to a point, thence South 55 degrees 13 minutes 22 seconds East a distance of 214.56 feet to a point, thence South 47 degrees 02 minutes 53 seconds East a distance of 487.16 feet to a point, thence South 38 degrees 08 minutes 00 seconds East a distance of 114.10 feet to a point, thence South 35 degrees 58 minutes 31 seconds East a distance of 8.13 feet to a point, thence South 28 degrees 47 minutes 00 seconds East a distance of 507.69 feet to a point, thence South 18 degrees 57 minutes 12 seconds East a distance of 166.39 feet to a point, thence South 82 degrees 44 minutes 37 seconds West a distance of 212.74 feet to an iron marker found, thence South 05 degrees 10 minutes 09 seconds East a distance of 774.11 feet to an iron marker found, thence North 88 degrees 33 minutes 06 seconds East a distance of 340.16 feet to a point, thence South 14 degrees 03 minutes 13 seconds East a distance of 1483.45 feet to a point, thence on a curve to the right with a radius of 1146.00 feet, an arc length of 893.79 feet and a chord direction of South 04 degrees 40 minutes 25 seconds West a distance of 871.31 feet to a point, thence South 25 degrees 34 minutes 47 seconds West a distance of 841.99 feet to the point of beginning; and all shown as Tract 1 on a Plat of Survey prepared by William J. Lee, Illinois Professional Land Surveyor dated February 20, 1998 and filed for record with the Mercer County Recorder of Deeds Office on the 23rd day of February, 1998, as Document Number 311444 in Map File 37B,

EXCEPTING THEREFROM that part thereof conveyed to the People of the State of Illinois, County of Mercer, by Instrument filed June 7, 2006, as Document No. 352500;

Tract II:

The East Half of the Northwest Quarter of Section 24; The East Half of Section 24, except the Northwest Quarter of the Southeast Quarter thereof; and, the Northeast Quarter of the Northeast Quarter of Section 25, all in Township 15 North, Range 6 West of the Fourth Principal Meridian, in the County of Mercer and State of Illinois;

Tract III:

The West Half of Section 14; the Southwest Quarter of the Northeast Quarter of Section 14; the Northwest Quarter of the Southeast Quarter of Section 14; and the East Half of the Northeast Quarter of Section 15, all in Township 15 North, Range 6 West of the Fourth Principal Meridian, in the County of Mercer and State of Illinois;

Tract IV:

The Northeast Quarter of Section 35 in Township 15 North, Range 6 West of the Fourth Principal Meridian, in the County of Mercer and State of Illinois;

TOGETHER with an Easement for the purposes therein stated; as created on Easement Agreement between Edgar Farms and George W. Welch Conservatorship, dated March 11, 1981, filed March 27, 1981, and recorded in Record Book 375, page 311, over and across the extreme Northwest and Southwest corner of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 36, and the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 36, all in Township 15 North, Range 6 West of the Fourth Principal Meridian, in the County of Mercer and State of Illinois;

Tract V:

The Southwest Quarter of Section 23, Township 15 North, Range 6 West of the Fourth Principal Meridian, in the County of Mercer and State of Illinois;

Tract VI:

The East Half of Section 22, in Township 15 North, Range 6 West of the Fourth Principal Meridian, in the County of Mercer and State of Illinois;

Tract VII:

The East Half of the Northeast Quarter of Section 27, in Township 15 North, Range 6 West of the Fourth Principal Meridian, in the County of Mercer and State of Illinois;

Tract VIII:

The Southwest Quarter of Section 22 in Township 15 North, Range 6 West of the Fourth Principal Meridian, according to the Survey of E. N. Guthrie, County Surveyor of Mercer County, Illinois, dated March 30, 1938, and recorded April 5, 1938, in Book "D" of Plats, at page 45, in the Office of the Recorder of Mercer County, Illinois, EXCEPTING that part conveyed to Bay Island Drainage and Levee District No. 1, as shown by deed dated June 8, 1962, and recorded in the Mercer County Recorder's Office in Deed Book 273, page 19, all situated in the County of Mercer and State of Illinois;

Tract IX:

The South Half of the Northwest Quarter; the Northwest Quarter of the Northwest Quarter; the Southwest Quarter; and the West Half of the Southeast Quarter; all in Section 19, Township 15 North, Range 5 West of the

Fourth Principal Meridian, Mercer County, Illinois, less and except part of the West Half of the Southeast Quarter of Section 19, Township 15 North, Range 5 West of the Fourth Principal Meridian, Eliza Township, County of Mercer and the State of Illinois and more particularly described as follows: Commencing at the Northeast corner of the said West Half of the Southeast Quarter of Section 19, which also is the point of beginning, thence South 90 degrees 00 minutes 00 seconds West, 1099.03 feet, on the North line of the said West Half; thence South 02 degrees 43 minutes 58 seconds West, 1278.49 feet; thence South 87 degrees 03 minutes 30 seconds East, 241.84 feet; thence South 01 degrees 32 minutes 47 seconds West, 578.71 feet; thence South 88 degrees 39 minutes 46 seconds East, 381.88 feet; thence South 10 degrees 16 minutes 56 seconds East, 749.55 feet, to the South line of the said West Half of the Southeast Quarter; thence North 88 degrees 50 minutes 44 seconds East, 388.68 feet, on the South line of the said West Half of the Southeast Quarter; thence North 00 degrees 39 minutes 34 seconds East, 2606.71 feet, to the Point of Beginning. For the purpose of this description only the North line of the said West Half of the Southeast Quarter was assumed to have a true bearing of South 90 degrees 00 minutes 00 seconds West; AND,

The Northwest Quarter of the Northwest Quarter of Section 30, Township 15 North, Range 5 West of the Fourth Principal Meridian, in the County of Mercer and State of Illinois;

Tract X:

The West Half of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 30, (lying West of 14); the North Half of the Northwest Quarter and the West Half of the Northeast Quarter of Section 31, all in Township 15 North, Range 5 West of the Fourth Principal Meridian, EXCEPTING THEREFROM that part thereof conveyed to the Bay Island Drainage and Levee District No. 1, by various deeds: 1) filed February 14, 1907 and recorded in Deed Book 94, pages 415 and 419; 2) filed July 20, 1931 and recorded in Deed Book 157, page 161; and 3) filed August 8, 1962 and recorded in Deed Book 273, page 91, all in the County of Mercer and State of Illinois;

Tract XI:

Section 26; Section 25 except the East Half of the Northeast Quarter; that part of the Northeast Quarter of Section 34 lying East of the Main Ditch; Northwest Quarter of Section 35; and all of Section 36 lying West of Eliza Creek, all in Township 15 North, Range 6 West of the Fourth Principal Meridian, EXCEPTING THEREFROM that part thereof conveyed to the Bay Island Drainage and Levee District No. 1, by various deeds: 1) filed February 14, 1907 and recorded in Deed Book 94, pages 417, 418, 420, and 421; 2) filed February 23, 1907 and recorded in Deed Book 94, pages 488, 489, 490, 491, 492, and 493; 3) filed June 12, 1930 and recorded in Deed Book 154, page 448; 4) filed December 6, 1943 and recorded in Deed Book 193, page 535; and 5) filed August 8, 1962 and recorded in Deed Book 273, page 91; AND FURTHER EXCEPTING THEREFROM that part thereof conveyed to the Eliza Road District by instrument filed October 13, 1992, and recorded in Record Book 466, page 813, and corrected by instrument filed January 20, 1993, and recorded in Record Book 469, page 811, all in the County of Mercer and State of Illinois.

COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

SCHEDULE B

I. Requirements:

THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH IN ORDER FOR THE COMPANY TO ISSUE THE POLICY OR POLICIES SET FORTH ON SCHEDULE A OF THIS COMMITMENT:

1. Instrument(s) creating the estate or interest to be insured, and/or lender instruments, executed and delivered to Terrill Title Co., Inc. for recording in the appropriate county.
2. 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.
3. The Company requires recordation of a satisfaction of the mortgage(s) on Schedule B, if any.
4. Duly executed, signed and notarized ALTA Statement.
5. Pay us the premiums, fees and charges for the policy.
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 Terrill Title Co., Inc. regarding the application of this new law to your transaction.

Issuing Agent:
Terrill Title Co., Inc.
117 South Side Square, Macomb, Illinois 61455
309-833-2881

AMERICAN
LAND TITLE
ASSOCIATION



Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

SCHEDULE B (continued)

- II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:
1. Note: Exception (1) can be reviewed on Schedule B of the Commitment Jacket.
 2. Note: Exception (2) can be reviewed on Schedule B of the Commitment Jacket.
 3. Taxes or special assessments which are not shown as existing liens by the public records.
 4. Rights or claims of parties in possession not shown by the public records.
 5. 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.
 6. Easements, or claims of easements, not shown by the public records.
 7. 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.
 8. 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.
 9. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable. Taxes for the first half of 2015 are PAID in the amount(s) of \$81.71. Taxes for the second half of 2015 are DUE on September 9, 2016 in the amount(s) of \$81.71. NOTE: Property Tax Number(s): 01-02-07-400-005. Taxes for the year 2014 are paid. (Covers pt Se lying S of CL of hwy & twp rds exc .75a & exc pt in Se cor Se lying E'ly & S'ly of CL of Rd ROW of Tract I.)
 10. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable. NOTE: Property Tax Number(s): 01-02-17-300-009. 2015 taxes show no amount due. (Covers pt Nw & Sw lying W of CL 45th St 17-15-5 of Tract I.)

Issuing Agent:
Terrill Title Co., Inc.
117 South Side Square, Macomb, Illinois 61455
309-833-2881

Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



11. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable. Taxes for the first half of 2015 are PAID in the amount(s) of \$405.07. Taxes for the second half of 2015 are DUE on September 9, 2016 in the amount(s) of \$405.07. NOTE: Property Tax Number(s): 01-02-18-100-005. Taxes for the year 2014 are paid. (Covers S 1/2 Nw-Ne-Sw-N 1/2 Se less tracts & less pt for road ROW 18-15-5 of Tract I.)
12. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable. Taxes for the first half of 2015 are PAID in the amount(s) of \$1651.89. Taxes for the second half of 2015 are DUE on September 9, 2016 in the amount(s) of \$1651.89. NOTE: Property Tax Number(s): 01-01-24-100-004. Taxes for the year 2014 are paid. (Covers E 1/2 Nw & Ne & E 1/2 Se & Sw Se 24-15-6 of Tract II.)
13. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable. Taxes for the first half of 2015 are PAID in the amount(s) of \$29.42. Taxes for the second half of 2015 are DUE on September 9, 2016 in the amount(s) of \$29.42. NOTE: Property Tax Number(s): 01-01-25-200-002. Taxes for the year 2014 are paid. (Covers Ne Ne 25-15-6 of Tract II.)
14. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable. Taxes for the first half of 2015 are PAID in the amount(s) of \$748.48. Taxes for the second half of 2015 are DUE on September 9, 2016 in the amount(s) of \$748.48. NOTE: Property Tax Number(s): 01-01-14-100-002. Taxes for the year 2014 are paid. (Covers W 1/2 & Sw Ne & Nw Se 14-15-6 of Tract III.)
15. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable. Taxes for the first half of 2015 are PAID in the amount(s) of \$46.66. Taxes for the second half of 2015 are DUE on September 9, 2016 in the amount(s) of \$46.66. NOTE: Property Tax Number(s): 01-01-15-200-002. Taxes for the year 2014 are paid. (Covers E 1/2 Ne 15-15-6 of Tract III.)
16. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable. Taxes for the first half of 2015 are PAID in the amount(s) of \$188.28. Taxes for the second half of 2015 are DUE on September 9, 2016 in the amount(s) of \$188.28. NOTE: Property Tax Number(s): 01-01-35-200-001. Taxes for the year 2014 are paid. (Covers Tract IV.)
17. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable. Taxes for the first half of 2015 are PAID in the amount(s) of \$54.29. Taxes for the second half of 2015 are DUE on September 9, 2016 in the amount(s) of \$54.29. NOTE: Property Tax Number(s): 01-01-23-300-001. Taxes for the year 2014 are paid. (Covers Tract V.)
18. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable.

Issuing Agent:
Terrill Title Co., Inc.
117 South Side Square, Macomb, Illinois 61455
309-833-2881

AMERICAN
LAND TITLE
ASSOCIATION



Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Taxes for the first half of 2015 are PAID in the amount(s) of \$2397.79. Taxes for the second half of 2015 are DUE on September 9, 2016 in the amount(s) of \$2397.79. NOTE: Property Tax Number(s): 01-01-22-200-002. Taxes for the year 2014 are paid. (Covers Tract VI.)

19. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable. No taxes due for 2015. NOTE: Property Tax Number(s): 01-01-27-200-003. (Covers Tract VII.)
20. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable. NOTE: Property Tax Number(s): 01-01-22-300-001. 2015 taxes paid in the amount(s) of \$2,138.82. (Covers Tract VIII.)
21. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable. NOTE: Property Tax Number(s): 01-02-19-100-007. 2015 taxes paid in the amount(s) of \$341.70. (Covers W 3/4 S 1/2 less E53.15a & W 1/2 Nw & Se Nw 19-15-5 of Tract IX.)
22. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable. NOTE: Property Tax Number(s): 01-02-30-100-001. 2015 taxes paid in the amount(s) of \$51.56. (Covers Nw Nw 30-15-5 of Tract IX.)
23. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable. NOTE: Property Tax Number(s): 01-02-30-300-005. 2015 taxes paid in the amount(s) of \$5,136.56. (Covers W 1/2 Sw & S 1/4 W 2/3 E 3/4 less 15.03a Drainage District 30-15-5 of Tract X.)
24. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable. NOTE: Property Tax Number(s): 01-02-31-100-003. 2015 taxes paid in the amount(s) of \$347.52. (Covers W 1/2 Ne & 1a N si E 3/4 Se Nw & N 1/2 Nw less Drainage District 15.01a 31-15-5 of Tract X.)
25. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable. NOTE: Property Tax Number(s): 01-01-25-200-001. 2015 taxes show no amount due. (Covers W 1/2 Ne 25-15-6 of Tract XI.)
26. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable. NOTE: Property Tax Number(s): 01-01-25-100-004. 2015 taxes show no amount due. (Covers Nw less 9a BIDD less .28a to Rd 25-15-6 of Tract XI.)
27. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable. NOTE: Property Tax Number(s): 01-01-25-300-003. 2015 taxes paid in the amount(s) of \$60.28. (Covers S 1/2 less 9a BIDD 25-15-6 of Tract XI.)

Issuing Agent:
Terrill Title Co., Inc.
117 South Side Square, Macomb, Illinois 61455
309-833-2881

AMERICAN
LAND TITLE
ASSOCIATION



Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

28. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable. NOTE: Property Tax Number(s): 01-01-26-100-003. 2015 taxes paid in the amount(s) of \$4087.64. (Covers Sec. 26 less Drainage Ditches 12.05a 26-15-6 of Tract XI.)
29. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable. NOTE: Property Tax Number(s): 01-01-34-200-002. 2015 taxes show no amount due. (Covers Ne lying E of DD 34-15-6 of Tract XI.)
30. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable. NOTE: Property Tax Number(s): 01-01-35-100-001. 2015 taxes paid in the amount(s) of \$74.08. (Covers Nw 35-15-6 of Tract XI.)
31. Taxes for the year 2016 and subsequent years which are a lien although not yet due or payable. NOTE: Property Tax Number(s): 01-01-36-100-004. 2015 taxes paid in the amount(s) of \$138.72. (Covers Sec. 36 less BIDD & Levee 58.18a 36-15-6 of Tract XI.)
32. Confirmed special assessments, if any, constructive notice of which is not imparted by the records of the Recorder of Deeds.
33. NOTE: Drainage assessments, drainage taxes, water rentals and water taxes are included in the General Exceptions herein before shown and should be considered when dealing with the land.
34. Rights of the Public, the State of Illinois, the County, the Township and the municipality in and to that part of the premises in question taken, used or dedicated for roads or highways.
35. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
36. Dedication to the People of the State of Illinois, for the purpose of a public highway, by instrument filed February 26, 1936, and recorded in Deed Book 174, page 294, as to part of the Se 7 and Ne 18-15-5. (Affects Tract I.)
37. Attention is directed to the fact that the Plat of Survey by William J. Lee, dated February 20, 1998, filed February 23, 1998, and recorded in Map File 37B shows that the survey lines do not agree with survey lines on survey by Martin J. Herman, dated June 13, 2002, filed June 13, 2002, and recorded in Map File 51A. No liability is assumed for boundary line disputes, overlaps, encroachments, possession or other matters of survey. (Affects Tract I.)
38. Right of others thereto entitled in and to the continued uninterrupted flow of Keating Creek; and the consequences of the meandering of said Keating Creek. (Affects Tract I.)

Issuing Agent:
Terrill Title Co., Inc.
117 South Side Square, Macomb, Illinois 61455
309-833-2881

AMERICAN
LAND TITLE
ASSOCIATION



Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

39. Upon a conveyance of the land, a certified copy of proper resolutions passed by the stockholders and directors of the party in title authorizing the execution of the deed should be furnished.
40. We should be furnished a certified copy of the Directors' resolutions authorizing the conveyance to be insured. Said resolution should evidence the authority of the person executing the conveyance. If they do not, a certified copy of the corporate by-laws also should be furnished.
41. Terms, conditions and obligations contained in Quit Claim Deed to Bay Island Drainage and Levee District Number One, filed February 18, 1907, and recorded in Deed Book 94, page 486, with regard to right of way for Main ditch including the right to excavate, clear the timber therefrom, blast, undermine, discharge waters thereupon, rip-rap, and for all other purposes necessary in the erection and maintenance of said main ditch work of said drainage and levee district. (Affects Tract II.)
42. The property herein is located within the bounds of Bay Island Drainage and Levee District No. 1, Mercer County, Illinois. No liability is assumed for taxes or special assessments due said District. Nor is any liability assumed with regard to rights of said District, or in connection with easements, levees and ditches. (Affects all tracts.)
43. Mortgage dated December 23, 2011 and recorded January 17, 2012 as Document Number 373936 made by Wilder Corporation of Delaware to American Farm Mortgage Company, Inc. given to secure an indebtedness in the principal amount of \$. Assigned to The Prudential Insurance Company of America by instrument filed January 17, 2012 as Document No. 373937. Modified and cross default/collateralized by instrument filed February 13, 2015 as Document No. 384250. (Affects Tracts II, III, IV, V, VI, VII, VIII, IX, X, and XI.)
44. Mortgage and Security Agreement dated February 10, 2015 and recorded February 13, 2015 as Document Number 384248 made by Wilder Corporation of Delaware to The Prudential Insurance Company of America given to secure an indebtedness in the principal amount of \$. (Affects Tracts II, III, IV, V, VI, VII, VIII, IX, X and XI.)
45. Assignment of Leases, Contracts, Rents and Agreements dated February 10, 2015 and recorded February 13, 2015 as Document Number 384249 made by Wilder Corporation of Delaware to The Prudential Insurance Company of America. (Affects Tracts II, III, IV, V, VI, VII, VIII, IX, X, and XI.)
46. Terms, conditions, and obligations with regard to Easement Agreement as described under Schedule A hereof. (Affects Tract IV.)
47. Easement granted Bay Island Drainage and Levee District No. 1, Mercer County, Illinois, by instrument dated June 8, 1962 and filed August 21, 1962 in Deed Book 273 page 191. (Affects

Issuing Agent:
Terrill Title Co., Inc.
117 South Side Square, Macomb, Illinois 61455
309-833-2881

AMERICAN
LAND TITLE
ASSOCIATION



Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Tract VIII.)

48. Dedication to the People of the State of Illinois for purposes of a public highway by instrument dated December 12, 1935, filed February 26, 1936 and recorded in Deed Book 174, page 295. (Affects Tract IX.)
49. Dedication to Mercer County of the State of Illinois for purposes of a public highway by instrument dated January 4, 1935, filed March 11, 1935, and recorded in Deed Book 162 page 22, as to land in 31-15-5. (Affects Tract X.)
50. Terms, conditions and obligations with regard to Easement Agreement between Edgar Farms and George W. Welch Conservatorship, dated March 11, 1981, filed March 27, 1981, and recorded in Record Book 375, page 311, as to lands in SW 1/4 & NW 1/4 of Sec. 36.) (Affects Tract XI.)

Countersigned
Terrill Title Co., Inc.



By
Authorized Signature

End of Schedule B

Issuing Agent:
Terrill Title Co., Inc.
117 South Side Square, Macomb, Illinois 61455
309-833-2881

AMERICAN
LAND TITLE
ASSOCIATION



Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

CHICAGO TITLE INSURANCE COMPANY

STATEMENT REQUIRED FOR THE ISSUANCE OF ALTA OWNERS AND LOAN POLICIES

Date: **File No. 162153CM**

To the best knowledge and belief of the undersigned, the following is hereby certified with respect to the land described in the above commitment.

1. That, except as noted at the end of this paragraph, within the last six (6) months a) no labor, service or materials have been furnished to improve the land, or to rehabilitate, repair, refurbish, or remodel the building(s) situated on the land: b) nor have any goods, chattels, machinery, apparatus or equipment been attached to the land or building(s) thereon, as fixtures: c) nor have any contracts been let for the furnishing of labor, service, materials, machinery, apparatus or equipment which are to be completed subsequent to the date hereof: d) nor have any notices of lien been received, except the following, if any:

2. There are no revolving credit mortgages, lines of credit mortgages, home equity loan mortgages, or other voluntary liens or mortgages affecting title, other than those shown on Schedule B of the Commitment, except the following, if any:

3. That all management fees, if any, are fully paid, except the following:

4. That there are no unrecorded security agreements, leases, financing statements, chattel mortgages or conditional sales agreements in respect to any appliances, equipment or chattels that have or are to become attached to the land or any improvements thereon as fixtures, except the following, if any:

5. That there are no unrecorded contracts or options to purchase the land, except the following, if any:

6. That there are no unrecorded leases, easements or other servitudes to which the land or building, or portions thereof, are subject, except the following, if any:

7. That, in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligations it secures are good and valid and free from all defenses: that any person purchasing the mortgage and obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited: and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchasers of pledgee thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.

8. That I/We am/are the purchaser(s) or mortgagor(s) of land improved with a residential dwelling not exceeding four units, and no current survey or mortgagee's inspection report has been furnished to or is available to me/us. (Delete statement if not applicable.)

The undersigned makes the above statement for the purpose of inducing Chicago Title Insurance Company to issue its owners or loan policy pursuant to the above commitment.

Seller(s) or Owner(s)

Purchaser(s)

Lender's Disbursement Statement

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment were fully disbursed to or on the order of the mortgagor on _____. You are hereby authorized to date down the above commitment to cover the date of said disbursement.

Date

Signature

Terrill Title Co., Inc.

Privacy Statement

Terrill Title Co., Inc. ("TTC") respects the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains TTC's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. TTC follows the privacy practices described in this Privacy Statement and, depending on the business performed, TTC companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with other TTC companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, TTC's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Terrill Title Co., Inc.
117 South Side Square
Macomb, IL 61455

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. The revision date of this Privacy Statement, as shown below, indicates the last time this Privacy Statement was revised or materially changed. You may also contact our office for the most current version of our Privacy Statement.

COMMITMENT FOR TITLE INSURANCE

Issued by

CHICAGO TITLE INSURANCE COMPANY

Chicago Title Insurance Company, a Nebraska Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

CHICAGO TITLE INSURANCE COMPANY



By:

A handwritten signature in black ink, appearing to read "Robert M. [unclear]".

President

ATTEST

A handwritten signature in black ink, appearing to read "John C. [unclear]".

Secretary

A large, stylized handwritten signature in black ink, appearing to read "R. B.".

Countersigned:

Authorized Signatory

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/>>.*

GENERAL EXCEPTIONS IN POLICIES

The owners policy will be subject to the following General Exceptions: **(1)** Rights or claims of parties in possession not shown by the public records; **(2)** Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land; **(3)** Easements, or claims of easements, not 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.

SCHEDULE B

Schedule B of the policy or policies to be issued will contain the applicable General Exceptions (see above); and, if an owners policy is to issued, the encumbrance, if any, shown in Schedule A; and exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

(1) Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insurance acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

(2) An ALTA LOAN POLICY will be subject to the following Exceptions (a) and (b), in the absence of the production of the data and other essential facts requested in our standard "ALTA Statement": **(a)** 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; **(b)** Consequences of the failure of the Insured to pay out properly the whole or any part of the loan secured by the mortgage described in Schedule A, as affecting: (i) the validity of the lien of said mortgage; and (ii) the priority of the lien over any other right, claim, lien or encumbrance which has or may become superior to the lien of said mortgage before the disbursement of the entire proceeds of the loan.