# Preliminary Title Work For Tracts 1 - 14, 29 - 41, 47 & 48 (part of Tracts 8 & 11)

## TITLE UNDERWRITERS AGENCY Agent for CHICAGO TITLE INSURANCE COMPANY



Thank you for choosing Title Underwriters Agency for your Real Estate Title Insurance and related services. We understand you have a choice and we are committed to providing World Class Service and support. Should you have any questions related to your Title Insurance Commitment, please contact the office below. For your added convenience we have included the E-mail address of the person who examined our order. You may E-mail them directly for prompt service.

Title Underwriters Agency 417 S. State Street Belvidere, IL 61008

PHONE: (815)544-2222 FAX: (815)544-2244 E-MAIL: bcampbell@titleunderwriters.com

#### **CLOSING INFORMATION**

In order to properly facilitate your closing:

- \* Please contact the office of your choice to schedule a closing appointment. All appointments must be confirmed with the lender.
- \* Please furnish closing figures at least 48 hours prior to the closing. If electronic documents will be utilized, please inform the closing office. This will ensure that we can receive the package.
- Please make sure your payoff letters are current through the date of disbursement.
- \* Please bring the buyer's funds in the form of either a certified or cashier's check payable to Title Underwriters Agency. All funds greater than \$50,000.00 must be in the form of a wire transfer.
- \* Please provide proper identification (i.e. picture I.D. with signature or Driver's License) which is required before we can notarize documents at the closing.
- \* If married or registered in a Civil Union (Buyer or Seller) both parties may be required to sign documents. Check with Closer if you have any questions.

By following these guidelines, Settlement Agent can minimize any difficulties that might otherwise delay your closing.

The following parties were furnished copies of this document:

Schrader Real Estate&Auction R.D. Schrader

Below is a list of our office locations and contact information. If you require directions to our offices, please visit our website at www.titleunderwriters.com or call your closing office.

Waterside Center - 126 North Water Street, Rockford, IL 61107 - Phone: (815) 964-9800
Customer Service Fax (815) 964-4135 - Closing Department Fax: (815) 964-0084
Mulford Office - 1235 N. Mulford, Rockford, IL 61107 - Phone: (815) 227-9800 Fax: (815) 227-9808
Construction Department - Phone: (815) 969-1870 Fax: (815) 637-6906
Roscoe Office - 4908 Hononegah Road, Roscoe, IL 61073 - Phone: (815) 623-3400 Fax: (815) 623-3260

Belvidere Office - 417 South State Street, Belvidere, IL 61008 - Phone: (815) 544-2222 Fax: (815) 544-2244

Byron Office - 117 South Lafayette Street, Byron, IL 61010 - Phone: (815) 234-4440 Fax: (815) 234-4454

Oregon Office - 119 S. 4th Street, Oregon, IL 61061 - Phone: (815) 732-2445 Fax: (815) 732-3742

Rochelle Office - 242 May Mart Drive, Rochelle, IL 61068 - Phone: (815) 562-4132 Fax: (815) 562-4133

#### CHICAGO TITLE INSURANCE CO

COMMITMENT FOR TITLE INSURANCE
Chicago Title Insurance Co, 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, under the terms of and subject to the provisions contained in the "AMERICAN LAND TITLE ASSOCIATION COMMITMENT - 2006" issued by the Company, which are incorporated herein by reference and made a part of this Commitment, upon payment of the premiums and charges and compliance with the requirements, if any; 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 hereof by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

#### 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 acquires 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.
- Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under 3. 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.
- 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 4. 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.
- The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or 5. 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.

#### SCHEDULE B

Schedule B of the policy or policies to be issued will contain the applicable General Exceptions; and, if an owner's policy is to be 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 but prior to the date the proposed Insured 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.

IN WITNESS WHEREOF, the Chicago Title Insurance Co has caused this Commitment to be signed and sealed as of the Effective Date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

Issued by:

Title Underwriters Agency 417 S. State Street Belvidere, IL 61008

Phone: (815)544-2222 Fax: (815)544-2244

is Campbell

#### TITLE UNDERWRITERS AGENCY

#### agent for

Chicago Title Insurance Co

### COMMITMENT FOR TITLE INSURANCE SCHEDULE A

Amended on: 10/27/2011 bsc Amended for:

**Prepared For:** 

Address Given:

Schrader Real Estate&Auction

R.D. Schrader

1. Effective Date: September 25, 2011 at 07:59 AM

Our No.

B195888COM

2. Policy or Policies to be issued:

(a) Owner's Policy: ALTA - 2006 (6/17/06)

Amount \$

1.000.00

**Proposed Insured:** 

PURCHASER TO BE NAMED

**(b) Loan Policy:**ALTA - 2006 (6/17/06)

**Amount \$** 

**Proposed Insured:** 

- 3. The estate or interest in the Land described or referred to in this Commitment and covered herein is: Fee Simple
- **4.** Title to the Fee Simple estate or interest in said Land is at the Effective Date hereof vested in: K-B Farms, Inc., a Delaware corporation
- 5. The Land referred to in the Commitment is in the State of , County of Boone, and is described as follows:

SEE SCHEDULE A CONTINUED

**CHICAGO TITLE INSURANCE CO** 

BY:

Authorized Signatory

REGISTERED AGENT:

Title Underwriters Agency, 417 S. State Street, Belvidere, IL 61008

Phone (815)544-2222 Fax: (815)544-2244

#### TRACT 1 & Parts of TRACTS 2 & 13

Beginning at a stone at the Northwest corner of the Southwest Quarter (1/4) of Section 17, Township 43 North, Range 4 East of the Third Principal Meridian, running thence East along the North line of said Southwest Quarter (1/4), 26.54 chains to a point in said North line; running thence South 19.1 chains to a point in the center of a public highway; running thence North 79 degrees West along the center of said highway, 3.95 chains: running thence South, 1.98 chains to the South line of the North Half (1/2) of said Southwest Quarter (1/4); running thence West along last said South line, 23.66 chains to the West line of said Section 17; running thence North along said Section line 20.1 chains to the place of beginning: EXCEPTING THEREFROM all of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of said Section 17 lying West of the centerline of Genoa Road: FURTHER EXCEPTING THEREFROM the following described premises: Part of Southwest Quarter (1/4) of Section 17, Township 43 North, Range 4 East of the Third Principal Meridian described as follows: Beginning at an iron stake marking the point of intersection of the center lines of Genoa Road and Reeds Crossing Road as described in a certain Deed recorded in the office of the Recorder of Deeds of Boone County, Illinois on March 5, 1951 in Book 104 of Deeds on Page 301; thence South 81 degrees East along the center line of said Reeds Crossing Road 365.00 feet to an iron stake; thence North 22 degrees 30' West 307.20 feet to an iron stake; thence South 80 degrees 33' West 319.50 feet to an iron stake in the center line of Genoa Road and being North 22 degrees 30' West of and 188.30 feet from the place of beginning; thence South 22 degrees 30' East 188.30 feet to the place of beginning; situated in the County of Boone and State of Illinois.

(PIN No. 08-17-300-003) Part of TRACTS 1 & 13

ALSO All that part of the South Half (1/2) of the Northeast Quarter (1/4) of Section 18 lying East of the center line of Genoa Road; EXCEPTING THEREFROM that portion deeded to the County of Boone, Department of Highways by Warranty Deed recorded March 4, 1977 as Document No 77-683; all in Township 43 North, Range 4 East of the Third Principal Meridian; situated in the County of Boone and State of Illinois.

(PIN No. 08-18-200-003) Part of TRACT 1

ALSO The South Half (1/2) of the Northwest Quarter (1/4) of Section 17, Township 43 North, Range 4 East of the Third Principal Meridian lying East of the center line of Genoa Road; EXCEPTING THEREFROM that portion deeded to the County of Boone, Department of Highways by Warranty Deed recorded March 4, 1977 as Document No 77-683; situated in the County of Boone and State of Illinois. (PIN No. 08-17-100-003) Part of TRACTS 1 & 2

#### TRACT 3 and Parts of TRACTS 6 & 12

Beginning at the Northeast corner of the Southwest Quarter (1/4) of Section 17; thence West 13.36 chains on the North line of said Southwest Quarter (1/4) to a stake; thence South and parallel with the East line of said Southwest Quarter (1/4), 19.1 chains to the center of the public highway; thence Southeasterly along the center of said highway to the East line of said Southwest Quarter (1/4); thence North 22.16 chains on said East line to the place of beginning, in Township 43 North, Range 4 East of the Third Principal Meridian; situated in the County of Boone and State of Illinois. (PIN No. 08-17-300-004) Part of TRACT 3

ALSO The Northwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 17, Township 43 North, Range 4 East of the Third Principal; situated in the County of Boone and State of Illinois. (PIN No. 08-17-400-001) Part of TRACTS 3 & 6

ALSO The Southwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 17, Township 43 North, Range 4 East of the Third Principal Meridian, EXCEPTING THEREFROM the following described premises, to-wit: Part of the Southeast Quarter (1/4) of Section 17, Township 43 North, Range 4 East of the Third Principal Meridian, bounded and described as follows, to-wit: Commencing at the Southeast corner of the West Half (1/2) of the Southeast Quarter (1/4) of said Section; thence North 00 degrees 07' 35" East, along the East line of the West Half (1/2) of the Southeast Quarter (1/4) of said Section, 879.55 feet to the centerline of Reeds Crossing Road as now laid out and located which runs Easterly and Westerly through the Southeast Quarter (1/4) of said Section and to the point of beginning for the following described tract: thence South 70 degrees 22' 42" East, along the centerline of Reeds Crossing Road as aforesaid, 6.50 feet; thence North 00 degrees 07' 35" East, parallel with the East line of the West Half (1/3) of the Southeast Quarter (1/4) of said Section, 378.00 feet; thence North 89 degrees 52' 25" West, at right angles from the last previously described course, 247,00 feet; thence South 13 degrees 40' 41" West, 306.33 feet to the centerline of Reeds Crossing Road as aforesaid; thence South 76 degrees 19' 19" East, along the centerline of Reeds Crossing Road as aforesaid, 297.28 feet; thence continuing South 70 degrees 22' 42" East, along the centerline of Reeds Crossing Road as aforesaid. 25.09 feet to the point of beginning; situated in the County of Boone and State of Illinois. (PIN No. 08-17-400-004) Part of TRACTS 3 & 12

#### TRACT 4 and Part of TRACT 2

The Southeast Quarter (1/4) of the Northeast Quarter (1/4) of Section 17, Township 43 North, Range 3 East of the Third Principal Meridian, EXCEPTING THEREFROM the following described premises: Part of the South Half (1/2) of the Northeast Quarter (1/4) of Section 17, Township 43 North, Range 4 East of the Third Principal Meridian, described as follows: Commencing at an iron stake set in the intersection of Fern Hill Road and Huber Road marking the Northeast corner of the South Half (1/2) of the Northeast Quarter (1/4) of Section 17, Township 43 North, Range 4 East of the Third Principal Meridian in Boone County, Illinois; thence Westerly along the North line of said South Half (1/2) of the Northeast Quarter (1/4) of Section 17 and being in Huber Road 910.80 feet to an iron stake for the place of beginning; thence continuing Westerly along said North line of the South Half (1/2) of the Northeast Quarter (1/4) of Section 17 and being in Huber Road, 399.10 feet to an iron stake; thence Southerly, at an angle of 89 degrees 15' measured clockwise from the last described course, 280.00 feet to an iron stake; thence Easterly, parallel with the said North line of the South Half (1/2) of the Northeast Quarter (1/4) of said Section, at an angle of 90 degrees 45' measured clockwise from the last described course, 399.00 feet to an iron stake; thence Northerly, at an angle of 89 degrees 15' measured clockwise from the last described course, 280.00 feet to the place of beginning; situated in the County of Boone and State of Illinois

(PIN No. 08-17-200-006) Part of TRACT 4

ALSO The Southwest Quarter (1/4) of the Northeast Quarter (1/4) of Section 17, Township 43 North, Range 4 East of the Third Principal; situated in the County of Boone and State of Illinois. (PIN No. 08-17-200-003) Part of TRACTS 2 & 4

#### TRACT 5

The Northwest Quarter (1/4) of Northwest Quarter (1/4) of Section 16, Township 43 North, Range 4 East of the Third Principal Meridian; situated in the County of Boone and State of Illinois. (PIN No. 08-16-100-001)

REGISTERED AGENT:

Title Underwriters Agency, 417 S. State Street, Belvidere, IL 61008 Phone (815)544-2222 Fax: (815)544-2244

SCHEDULE A Continued ALTA Commitment-2006 (6/17/06)

ALSO A part of the Northwest Quarter (1/4) of said Section 16 described as follows: Commencing at the Southwest corner of Lot Number 3 in said Section 16 (said Lot Number 3 being the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section 16) and running thence West 28 rods and 20 links; thence South 1 rod and 14 links to the center of the highway; thence Southeasterly along the center of said highway to the Easterly line of Lot Number 4 of said Section 16 about 29 rods and 19 links; thence North 13 rods more or less to the place of beginning; situated in the County of Boone and State of Illinois. (PIN No. 08-16-100-003)

#### NOTE FOR INFORMATION:

Regarding the legal description below, please see Metropolitan Title Agency Commitment Number 112267 for the balance of Tracts 8 and 11.

#### TRACTS 7, 9 & 10 and Part of TRACTS 6, 8, 11 & 12

The East Half (1/2) of the Southeast Quarter (1/4) of Section 17, Township 43 North, Range 4 East of the Third Principal Meridian; situated in the County of Boone and State of Illinois. (PIN No. 08-17-400-006) Part of TRACTS 6 & 12

ALSO The Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section 20, Township 43 North, Range 4 East of the Third Principal Meridian; situated in the County of Boone and State of Illinois.

(PIN No. 08-20-200-001) Part of TRACT 12 ALSO The Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section 20, Township 43 North, Range 4 East of the Third Principal Meridian; situated in the County of Boone and State of Illinois. (PIN No. 08-20-200-003) Part of TRACT 12

ALSO The Southwest Quarter (1/4) of Section 16, Township 43 North, Range 4 East of the Third Principal Meridian; situated in the County of Boone and State of Illinois.

(PIN No. 08-16-300-001) Tract 7 & 9 and Part of TRACTS 6, 8, 10 & 12

ALSO The Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section 21, all in Township 43 North, Range 4 East of the Third Principal Meridian; situated in the County of Boone and State of Illinois. (PIN No. 08-21-100-001) Part of TRACTS 10, 11 & 12

#### TRACTS 13 & 14 and Part of TRACT 12

The North 15 acres of the East Half (1/2) of the Northwest Quarter (1/4) of Section 20, Township 43 North, Range 4 East of the Third Principal Meridian; EXCEPTING THEREFROM that portion deeded to the County of Boone, Department of Highways by Warranty Deed recorded March 4, 1977 as Document No. 77-688; situated in the County of Boone and State of Illinois.

(PIN No. 08-20-100-003) Part of TRACT 13

ALSO All that part of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section 20 lying East of the centerline of Genoa Road; EXCEPTING THEREFROM that portion deeded to the County of Boone, Department of Highways by Warranty Deed recorded March 4, 1977 as Document No. 77-687; all in Township 43 North, Range 4 East of the Third Principal Meridian; situated in the County of Boone and State of Illinois.

(PIN No. 08-20-100-006) Part of Tract 13

ALSO The South Half (1/2) of the Southwest Quarter (1/4) of Section 17, Township 43 North, Range 4 East of the Third Principal Meridian; EXCEPTING THEREFROM the following described premises: Part of the South Half (1/2) of Section 17, Township 43 North, Range 4 East of the Third Principal Meridian, in Boone County, Illinois, described as follows: Commencing at an iron stake marking the point of intersection of the center line of Genoa Road and the center line of Reeds Crossing Road, as described REGISTERED AGENT:

in a certain Deed recorded in the office of the Recorder of Deeds of Boone County, Illinois on March 5, 1951 in Book 104 of Deeds on page 301; thence South 81 degrees East along the center line of said Reeds Crossing Road, 932.40 feet to an iron stake for a place of beginning; thence South 4 degrees 25' West 465.00 feet to an iron stake; thence South 89 degrees 51' East 809.10 feet to an iron stake; thence North 4 degrees 25' East 340.00 feet to an iron stake in the center line of Reeds Crossing Road and being South 81 degrees East 809.40 feet from the place of beginning; thence North 81 degrees West 809.40 feet to the place of beginning, all lying and being in the South Half (1/2) of Section 17, Township 43 North, Range 4 East of the Third Principal Meridian; FURTHER EXCEPTING THEREFROM the following described premises: Part of the Southwest Quarter (1/4) of Section 17, Township 43 North. Range 4 East of the Third Principal Meridian, bounded and described as follows, to-wit: Beginning at a point in the South line of Southwest Quarter (1/4) of said Section which bears South 89 degrees 54'41" East, 815.66 feet from the Southwest corner of the Southwest Quarter (1/4) of said Section; thence North 00 degrees 05'19" East, at right angles from the last previously described course, 182.00 feet; thence South 89 degrees 54'41" East, parallel with the South line of the Southwest Quarter (1/4) of said Section, 207.37 feet to its intersection with a line which is 50.0 feet perpendicularly distant Westerly from and parallel with the center line of Genoa Road, Section Q-MFT as now laid out and located which runs Northwesterly and Southeasterly through the Southwest Quarter (1/4) of said Section, said parallel line being the Westerly line of premises conveyed by K-B Farms, Inc. to County of Boone Department of Highways by Warranty Deed dated March 4, 1977 and recorded as Document No. 77-0686 in the Recorder's Office of Boone County, Illinois; thence South 19 degrees 16'11" East, along said parallel line, 192.91 feet to the South line of the Southwest Quarter (1/4) of said Section; thence North 89 degrees 54'41" West, along the South line of the Southwest Quarter (1/4) of said Section, 271.31 feet to the point of beginning; all situated in the County of Boone and State of Illinois. (PIN No. 08-17-300-012) TRACT 14 and Part of TRACTS 12 & 13

#### TRACT 29

The East Half (1/2) of the Southwest Quarter (1/4) of Section 32, Township 45 North, Range 4 East of the Third Principal Meridian; situated in the County of Boone and State of Illinois. (PIN No. 04-32-300-004)

ALSO The North Half (1/2) of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section 32, Township 45 North, Range 4 East of the Third Principal Meridian; situated in the County of Boone and State of Illinois.

(PIN No. 04-32-300-02)

#### TRACTS 30, 31 & 32

Part of Sections 28 and 29, Township 45 North, Range 3 East of the Third Principal Meridian, bounded and described as follows, to-wit: Beginning at the Northwest corner of said Section 28; thence North 89 degrees 50' 53" East, along the North line of said Section 28, a distance of 1822.47 feet to a point 817.50 feet West of the Northeast corner of the Northwest Quarter of said Section 28; thence South 00 degrees 09' 07" East, a distance of 139.50 feet; thence South 14 degrees 43' 44" East, a distance of 154.27 feet; thence South 00 degrees 39' 40" East, a distance of 377.68 feet; thence South 87 degrees 26' 23" East, a distance of 1480.76 feet to the centerline of Caledonia Road as now laid out and used; thence South 26 degrees 58' 53" East, along the centerline of said Caledonia Road, a distance of 648.58 feet to the South line of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of the REGISTERED AGENT:

Northwest Quarter (1/4) of said Section 28, a distance of 2319.29 feet to the Northeast corner of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section 28; thence South 00 degrees 01' 53" East, along the East line of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section 28 and along the East line of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of said Section 28, a distance of 2644.85 feet to the Northwest corner of the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of said Section 28; thence North 89 degrees 18' 15" East, along the North line of the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of said Section 28, a distance of 851.70 feet, to the West line of premises conveyed by Deed recorded in Book 124 of Recorder's office on page 80 in the Recorder's Office of Boone County, Illinois; thence South 00 degrees 01' 40" East, along the West line of aforesaid premises, so conveyed, a distance of 1319.54 feet to the South line of said Section 28; thence South 89 degrees 07' 01" West, along the South line of said Section 28, a distance of 1802.69 feet to the Easterly Right-of-Way line of premises conveyed for Roadway purposes by Deed recorded as Document Number 78-563 in said Recorder's Office of Boone County, Illinois; thence North 24 degrees 50' 09" West, along the Easterly line of aforesaid premises conveyed for roadway purposes. a distance of 1175.94 feet; thence Northwesterly, along the curved Northeasterly line of aforesaid premises conveyed for Roadway purposes, being along a circular curve to the left, having a radius of 1186.28 feet, to a point (the chord across said curved course bears North 50 degrees 33' 05" West, a distance of 1029.46 feet); thence North 76 degrees 16' West, along a Northeasterly line of aforesaid premises conveyed for Roadway purposes, a distance of 86.70 feet to the West line of the East Sixty (60) Acres of the Southeast Quarter (1/4) of said Section 29; thence North 00 degrees 07' 05" West, along the West line of the East Sixty (60) Acres of the Southeast Quarter (1/4) of said Section 29, a distance of 886.05 feet to the North line of the Southeast Quarter (1/4) of said Section 29, thence North 88 degrees 52' 43" East, along the North line of the Southeast Quarter (1/4) of said Section 29, a distance of 1004.86 feet to the West line of said Section 28; thence North 00 degrees 02' 13" West, along the West line of said Section 28, a distance of 2653.27 feet to the point of beginning; EXCEPTING THEREFROM the premises conveyed to James R. Paul in Document No. 95-1353 described as follows to wit: Part of the Southwest Quarter (1/4) of Section 28, Township 45 North, Range 3 East of the Third Principal Meridian, bounded and described as follows, to-wit: Beginning at the point of intersection of the South line of said Quarter (1/4) Section, with the Easterly Right-of-Way line of premises conveyed for Roadway purposes by deed recorded as Document No. 78-563 in the Recorder's Office of Boone County, Illinois; thence North 24 degrees 50' 09" West, along the Easterly line of aforesaid premises conveyed for Roadway purposes (Beloit Road), a distance of 646.39 feet; thence North 69 degrees 55' 53" East, a distance of 456.98 feet; thence South 14 degrees 39' 17" East, a distance of 762.83 feet to the South line of said Quarter (1/4) Section; thence South 89 degrees 07' 01" West, along the South line of said Quarter (1/4) Section, a distance of 350.77 feet to the point of beginning; situated in the County of Boone and State of Illinois.

(PIN Nos: 03-28-100-001, 03-28-100-004, 03-28-300-007, 03-28-300-004 & 03-29-400-006)

#### TRACT 33

The North Half (1/2) of the Northwest Quarter (1/4), and the Southwest Quarter (1/4) of the Northwest Quarter of Section 21, in Township 45 North, Range 4 East of the Third Principal Meridian; EXCEPTING THEREFROM the following described premises, to-wit: Beginning at the Southwest corner of the Northwest Quarter (1/4) of said Section; thence North 00 degrees 25' 53" East, along the West line of the Northwest Quarter of said Section, 346.63 feet; thence South 89 degrees 42' 04" East, parallel with the South line of the Northwest Quarter (1/4) of said Section, 377.00 feet; thence South 00 degrees 25' 53" West, parallel with the West line of the Northwest Quarter (1/4) of said Section, 346.63 feet to the South line of the Northwest Quarter (1/4) of said Section; thence North 89 degrees 42' 04" West, along REGISTERED AGENT:

the South line of the Northwest Quarter (1/4) of said Section, 377.00 feet to the point of beginning; situated in the County of Boone and State of Illinois. (PIN Nos. 04-21-100-002 & 04-21-100-005)

#### TRACT 34

Commencing at the Northeast corner of the East Half (1/2) of the Southeast Quarter (1/4) of Section 20, Township 45 North, Range 4 East of the Third Principal Meridian, running thence West on the North line of said Quarter Section, 79 rods 3 links, more or less, to the Northwest corner of the East Half (1/2) of said Quarter Section; thence South on said West line of said East Half (1/2), 40 rods; thence East parallel with first mentioned line to the East line of said Quarter Section; thence North on said East line of said Quarter Section, 40 rods to the place of beginning; situated in the County of Boone and State of Illinois.

(PIN Nos. 04-20-400-003 & 04-20-400-004)

#### TRACT 35

Commencing at the Northwest corner of the Southwest Quarter (1/4) of Section 21, in Township 45 North, Range 4, East of the Third Principal Meridian, running thence East on the North line of said Quarter Section to the Northeast corner of said Quarter Section; thence South on the East line of said Quarter Section, 50 rods; thence West, parallel with said first mentioned line to the West line of said Quarter Section; thence North on said West line of said Quarter Section, 50 rods to the place of beginning; situated in the County of Boone and State of Illinois. (PIN No. 04-21-300-001)

#### TRACTS 36, 37, 38 & 39

The East Half (1/2) of the West Half (1/2) of the Northwest Quarter (1/4) of Section 22, Township 45 North, Range 4 East of the Third Principal Meridian; situated in the County of Boone and State of Illinois.

(PIN No. 04-22-100-003) Part of 36, 38 & 39

ALSO The East Half (1/2) of the Northwest Quarter (1/4) of Section 22, Township 45 North, Range 4 East of the Third Principal Meridian; situated in the County of Boone and State of Illinois. (PIN No. 04-22-100-004) Part of TRACTS 38 & 39

ALSO The North 39 1/2 Acres of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section 22, Township 45 North, Range 4 East of the Third Principal Meridian; situated in the County of Boone and State of Illinois.

(PIN No. 04-22-300-001) Part of TRACT 39

ALSO The South Half (1/2) of the Southwest Quarter (1/4) of Section 15, Township 45 North, Range 4 East of the Third Principal Meridian, EXCEPTING THEREFROM that portion deeded to Knute Nelson for a Private Road in Quit Claim Deed recorded in Book 29 on page 507 in the Recorder's Office of Boone County, Illinois, described as follows, to-wit: A strip or piece of land, one rod and a half wide for a private road off the East side of the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of Section 15, Township 45 North, Range 4 East of the Third Principal Meridian; Commencing at the Northeast corner of the above described forty acres of land (of the width of one rod and a half); thence running South until it strikes or intersects the Belvidere Road or highway crossing said forty acres of land; situated in the County of Boone and State of Illinois.

(PIN No. 04-15-300-006) TRACT 37 and Part of TRACTS 36 & 39

#### **TRACTS 40 & 41**

The South Half (1/2) of the Northwest Quarter (1/4) of Section 1, Township 45 North Range 4 East of the Third Principal Meridian (EXCEPTING THEREFROM the Right of Way conveyed to the Chicago and Northwestern Railway Company by Warranty Deed recorded June 27, 1867 in Book 31 of Deeds, page 157); situated in the County of Boone and State of Illinois.

(PIN No. 04-01-100-002) Part of TRACTS 40 & 41

ALSO The South 66 feet of the East Half (1/2) of the Northeast Quarter (1/4) of Section 2, Township 45 North, Range 4 East of the Third Principal Meridian; situated in the County of Boone and State of Illinois. (PIN No. 04-02-200-008) Part of TRACT 40

ALSO The East Half (1/2) of the Southwest Quarter (1/4) of Section 1, Township 45 North, Range 4 East of the Third Principal Meridian; situated in the County of Boone and State of Illinois. (PIN No. 04-01-300-002) Part of TRACT 41

#### TRACT 47

The East Half (1/2) of the Northwest Quarter (1/4) of Section 13, Township 45 North, Range 4 East of the Third Principal Meridian; EXCEPTING THEREFROM the North 2 rods thereof; situated in the County of Boone and State of Illinois. (PIN No. 04-13-100-005)

#### TRACT 48

The Southwest Quarter (1/4) of the Northeast Quarter (1/4) of Section 13, Township 45 North, Range 4 East of the Third Principal Meridian; situated in the County of Boone and State of Illinois. (PIN No. 04-13-200-004)

#### Chicago Title Insurance Co

### COMMITMENT FOR TITLE INSURANCE NO. B195888COM SCHEDULE B - SECTION 1

#### 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 the Commitment:

- 1. All funds required from any party at closing must be in the form of a cashier's check, certified check or wire transfer. All funds greater than \$50,000.00 must be in the form of a wire transfer.
- 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 receipt of final loan figures no less than 24 hours prior to closing.
- 4. Instruments creating the estate or interest to be insured, in insurable form, must be executed, delivered and duly filed for record:
  - a. Warranty Deed from K-B Farms, Inc., a Delaware corporation conveying fee simple title to PURCHASER TO BE NAMED.

NOTE: Plat Act Affidavit must accompany deed called for above.

 Payment and Release of Mortgage from K-B Farms, Inc. to Alpine Bank & Trust Co. dated September 25, 2010 and recorded October 4, 2010 as Document No. 2010R06999 to secure \$750,000.00.

(TRACTS 7 and 9 & Part of TRACTS 6, 8, 10 & 12) PIN No. 08-16-300-001

NOTE FOR INFORMATION: All commercial real estate transactions over \$1,000,000.00 need to include PTAX-203-A Form. This form is not needed for vacant land.

#### **Notes for Information:**

- 1. The coverage afforded by this Commitment and any policy issued pursuant hereto shall not commence prior to the date on which all charges properly billed by the Company have been fully paid.
- 2. Extended coverage will be provided at no additional charge on all residential owners' policies if the Company is furnished a properly executed ALTA statement and a current ALTA/ACSM or Illinois Land Title Survey certified to the Company. Matters disclosed by the above documentation will be shown specifically.

If the property to be insured is unimproved, or is improved with a structure other than one containing no more than four residential units, extended coverage over the five general exceptions must be requested and an additional charge will be made for such coverage. The Company should be furnished a properly

REGISTERED AGENT:
Title Underwriters Agency, 417 S. State Street, Belvidere, IL 61008

Phone (815)544-2222 Fax: (815)544-2244

#### COMMITMENT FOR TITLE INSURANCE NO. B195888COM SCHEDULE B - SECTION 1 REQUIREMENTS

(Continued)

executed ALTA statement and a current ALTA/ACSM or Illinois Land Title Survey certified to the Company. Matters disclosed by the above documentation will be shown specifically.
Mortgage policies insuring a first lien position on one to four family properties will contain our Environmental Protection Lien, ALTA endorsement - Form 8.1.

3.

## Chicago Title Insurance Co COMMITMENT FOR TITLE INSURANCE NO. B195888COM SCHEDULE B - SECTION 2

#### **EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exception to the following matters unless the same are disposed of to the satisfaction of the Company: (NOTE: All clauses, if any, which indicate any preference, limitation or discrimination based on race, color, religion or national origin are omitted from all building and use restrictions, covenants and conditions, if any, shown herein):

- 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. Taxes or special assessments which are not shown as existing liens by the public records.
- 5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 6. Taxes for the year 2011 and subsequent years.

TRACT 1 & Part of TRACTS 2 & 13 08-17-300-003 (2010 \$292.04) Part of TRACTS 1 & 13 33.06 Acres

08-18-200-003 (2010 \$16.16) Part of TRACT 1 1.22 Acres

08-17-100-003 (2010 \$705.10) Part of TRACTS 1 & 2 76.64 Acres

TRACT 3 and Part of TRACTS 6 & 12 08-17-300-004 (2010 \$622.20) Part of TRACT 3 28.76 Acres

08-17-400-001 (2010 \$438.44) Part of TRACTS 3 & 6 40.00 Acres

08-17-400-004 (2010 \$378.06) Part of TRACTS 3 & 12 37.83 Acres

TRACT 4 and Part of TRACT 2 08-17-200-006 (2010 \$418.08) Part of TRACT 4 37.44 Acres

08-17-200-003 (2010 \$517.56) Part of TRACTS 2 & 4 40.00 Acres

REGISTERED AGENT:

(Continued)

TRACT 5 08-16-100-001 (2010 \$356.24) 40.00 Acres

08-16-100-003 (2010 \$ 19.74) 1.37 Acres

#### NOTE FOR INFORMATION:

The tax information for TRACTS 8 and 11 will also show on Metropolitan Title Agency Commitment Number 112267.

TRACTS 7, 9 & 10 and Part of TRACTS 6, 8, 11 & 12 08-17-400-006 (2010 \$ 727.32) Part of TRACTS 6 & 12 79.95 Acres

08-20-200-001 (2010 \$ 346.72) Part of TRACT 12 40.00 Acres

08-20-200-003 (2010 \$334.42) Part of TRACT 12 40.00 Acres

08-16-300-001 (2010 \$5,406.08) TRACTS 7 and 9 & Part of TRACTS 6,8,10 & 12 160.00 Acres

08-21-100-001 (2010 \$ 323.74) Part of TRACTS 10, 11 & 12 40.00 Acres

TRACTS 13 & 14 and Part of TRACT 12 08-20-100-003 (2010 \$ 245.04) Part of TRACT 13 14.94 Acres

08-20-100-006 (2010 \$ 0.00) Part of TRACT 13 0.45 Acres

08-17-300-012 (2010 \$1,040.06) TRACT 14 and Part of TRACTS 12 & 13 69.58 Acres

TRACT 29 04-32-300-004 (2010 \$333.58) 78.47 Acres

04-32-300-002 (2010 \$ 35.82) 20.00 Acres

TRACTS 30, 31 & 32 03-28-100-001 (2010 \$917.72) Part of Tract 30 80,00 Acres

REGISTERED AGENT:

(Continued)

03-28-100-004 (2010 \$415.26) Tract 31 38.99 Acres

03-28-300-007 (2010 \$903.78) Part of Tracts 30 & 32 71.00 Acres

03-28-300-004 (2010 \$107.30) Part of Tract 32 25.83 Acres

03-29-400-006 (2010 \$330.56) Part of Tracts 30 & 32 28.92 Acres

TRACT 33 04-21-100-002 (2010 \$163.80) 40.00 Acres

04-21-100-005 (2010 \$511.74) 77.00 Acres

TRACT 34 04-20-400-003 (2010 \$16.64) 9.50 Acres

04-20-400-004 (2010 \$44.26) 10.00 Acres

TRACT 35 04-21-300-001 (2010 \$315.50) 50.00 Acres

TRACTS 36, 37, 38 & 39 04-22-100-003 (2010 \$506.76) Part of TRACTS 36, 38 & 39 40.00 Acres

04-22-100-004 (2010 \$951.88) Part of TRACTS 38 & 39 80.00 Acres

04-22-300-001 (2010 \$304.84) Part of TRACT 39 39.50 Acres

04-15-300-006 (2010 \$4,459.64) TRACT 37 and Part of TRACTS 36 & 39 79.67 Acres

TRACTS 40 & 41 04-01-100-002 (2010 \$ 516.32) Part of TRACTS 40 & 41 77.00 Acres

(Continued)

04-02-200-008 (2010 \$ 0.00) Part of TRACT 40 2.00 Acres

04-01-300-002 (2010 \$1,211.26) Part of TRACT 41 80.00 Acres

TRACT 47 04-13-100-005 (2010 \$2,165.88) 79.00 Acres

TRACT 48 04-13-200-004 (2010 \$ 421.98) 40.00 Acres

- 7. Title to that part of insured premises that may be within the bounds of any road, highway, street or alley.
- 8. Ditches, drainage tiles, feeders and laterals, if any.
- Unrecorded leases, if any, and all rights thereunder of the lessees and of any person claiming by, through
  or under the lessees.
- 10. Right of Way easement to General Telephone Company of Illinois as contained in instrument recorded as Document No. 6475, described as follows:

The buried facilities to be placed on private property, within one (1) rod of the right-of-way of the following roads:

The West side of County Highway No. 4 - Genoa Road (Auction TRACT 14) The South and West sides of Huber Road (Auction TRACTS 1, 2, 4, 7 & 8) The South side of Reeds Crossing Road (Auction TRACTS 10,12 & 13)

11. Grant of Easement from K-B Farms, Inc. to Commonwealth Edison Company as contained in instrument recorded as Document No. 77-3661, described as follows:

The right to overhang the property abutting the East side of a public road known as Genoa Road, beginning at a point 188.30 feet Northerly of the centerline of a public road known as Reeds Crossing Road and extending Northerly contiguous with the East line of said Genoa Road to the centerline of a public road known as Huber Road.

(Auction TRACT 1)

12. Right of Way Option to Continental Construction Corp for gas pipe line easement as contained in instrument recorded in Book 87 on Page 40 and terms and conditions thereof.

(Auction Tract 13)

(Continued)

- 13. Right of Way Agreement to Natural Gas Pipeline Company of America as contained in instrument recorded as Document No. 11507.

  (Auction TRACTS 1,2,3,4,6,12, 13 & 14)
- 14. Right-of-Way and Easement Grant from K-B Farms, Inc. to Enbridge Energy, Limited Partnership as contained in instrument recorded as Document No. 2007R12245 and terms and conditions thereof. (Auction TRACT 13)
- 15. Right-of-Way and Easement Grant from K-B Farms, Inc. to Enbridge Energy, Limited Partnership as contained in instrument recorded as Document No. 2007R12246; AMENDMENT recorded August 6, 2008 as Document No. 2008R06889 and terms and conditions thereof. (Auction TRACTS 3, 12 & 13)
- Right-of-Way and Easement Grant from K-B Farms, Inc. to Enbridge Energy, Limited Partnership as contained in instrument recorded as Document No. 2007R12247; AMENDMENT recorded July 23, 2008 as Document No. 2008R06511 and terms and conditions thereof. (Auction TRACT 3)
- 17. Right-of-Way and Easement Grant from K-B Farms, Inc. to Enbridge Energy, Limited Partnership as contained in instrument recorded as Document No. 2007R12248; AMENDMENT recorded July 23, 2008 as Document No. 2008R06512 and terms and conditions thereof.

  (Auction TRACT 2)
- 18. Rights of the United States of America, State of Illinois, the municipality and the public in and to that part of the land lying within the bed of the Mosquito Creek; and the rights of other owners of land bordering on the creek in respect to the unobstructed flow of said creek.

  (Auction TRACTS 6, 7, 8, 11, 12 & 13)
- 19. Rights of the United States of America, State of Illinois, the municipality and the public in and to that part of the land lying within the bed of the Piscasaw Creek; and the rights of other owners of land bordering on the creek in respect to the unobstructed flow of said creek.

  (Auction TRACT 29)
- 20. Pole and Electric Line Right to Illinois Northern Utilities Company as contained in instrument recorded in Book 92 on Page 57 and terms and conditions thereof.

  (Auction TRACTS 30 & 32)
- 21. Dedication of Right of Way for Public Road Purposes as contained in instrument recorded as Document No. 80-2710 and terms and conditions thereof.

  (Auction TRACT 32)
- 22. Right-of-Way and Easement Grant from K-B Farms, Inc. to Enbridge Energy, Limited Partnership as contained in instrument recorded as Document No. 2007R12242 and terms and conditions thereof. (Auction TRACT 35)

(Continued)

- 23. Rights of the United States of America, State of Illinois, the municipality and the public in and to that part of the land lying within the bed of the Beaver Creek; and the rights of other owners of land bordering on the creek in respect to the unobstructed flow of said creek.

  (Auction TRACT 33)
- 24. Right-of-Way and Easement Grant from K-B Farms, Inc. to Enbridge Energy, Limited Partnership as contained in instrument recorded as Document No. 2007R12243; AMENDMENT recorded May 29, 2008 as Document No. 2008R04890 and terms and conditions thereof. (Auction TRACT 33)
- 25. Pole and Electric Line Right to Illinois Northern Utilities Company as contained in instrument recorded in Book 92 on Page 54 and terms and conditions thereof.

  (Auction TRACTS 36, 37, 38 & 39)
- 26. Dedication of Right of Way for Public Highway as contained in instrument recorded in Book 1 of Roads on page 34 and terms and conditions thereof.

  (Auction TRACT 41)
- 27. Pole and Electric Line Right to Illinois Northern Utilities Company as contained in instrument recorded in Book 81 on Page 58 and terms and conditions thereof.

  (Auction TRACT 41)
- 28. Northern Illinois Gas Company Gas Main Easement as contained in instrument recorded in Book 127 on Page 51 and terms and conditions thereof.

  (Auction TRACT 41)
- 29. Right of Way Permit to General Telephone Company of Illinois as contained in instrument recorded as Document No. 77-2892 and terms and conditions thereof.

  (Auction TRACT 48)

Effective Date: 5/1/2008

## Fidelity National Financial, Inc. Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect 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 FNF'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. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF 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 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, judgement 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 FNF 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 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.

#### **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 whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information.

However, FNF'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
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

#### **Changes to this Privacy Statement**

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.