



File Number: A211102

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
Commonwealth Land Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

Community Title & Escrow, Ltd.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: [Handwritten signature: Melinda Kimler]

By: [Handwritten signature]

ATTEST

President

[Handwritten signature]

Secretary

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



Issuing Agent: Community Title & Escrow, Ltd., authorized Agent of: Commonwealth Land Title Insurance Company

Issuing Office: 2600-D State Street, Alton, IL 62002

ALTA® Universal ID: 0004715

Loan ID Number:

Issuing Office File Number: A211102

Revision Number: Rev 3 10-19-21

Closer: Michelle Blom

Phone: 618-433-5010

Email: mblom@communitytitle.net

Examiner: Mindy Kimler

Phone: 618-433-5854

Email: mkimler@communitytitle.net

If applicable to this transaction, your Wiring Instructions are available at this link: [Wire Instructions](#)

Any wiring instructions contained herein are for the use of the Lender only and are not valid unless verified by phone with your closer. Wiring Instructions for all other parties must be obtained per instructions obtained by phone from your closer.

SCHEDULE A

1. Commitment Date: [October 14, 2021, 8:00 am](#)

2. Policy to be issued:

(a) 2006 ALTA Owner's Policy

Proposed Insured:

[Purchaser with contractual rights under a purchase agreement with the vested owner identified in item 4 of schedule A](#)

Proposed Policy Amount:

(b) 2006 ALTA Loan Policy

Proposed Insured:

[Lender with contractual obligations under a loan agreement with the proposed insured owner identified in Item 2 above](#)

Proposed Policy Amount:

3. The estate or interest in the Land described or referred to in this Commitment is [Fee Simple](#).

4. Title to the estate or interest in the Land is at the Commitment Date vested in:
[New River Royalty LLC, a Delaware limited liability company](#)

5. The Land is described as follows: [See Attached Exhibit A](#)



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Exhibit A

The West Half (W 1/2) of the Northeast Quarter (NE 1/4) of Section 21, Township 8 North, Range 3 West of the Third Principal Meridian, situated in the County of Montgomery, State of Illinois.

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

IDENT: 201400002730

PPN: 17-21-200-001 (Tract 8)

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SCHEDULE B-I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Company must be informed, prior to closing, of any alterations, repairs or new construction in progress, recently completed or contemplated, at which time additional requirements may become necessary.
6. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
7. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact your local Title office regarding the application of this new law to your transaction.
8. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
9. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
11. Warranty Deed executed by **New River Royalty, LLC** to Purchaser with contractual rights under a purchase agreement with the vested owner identified in item 4 of schedule A, must be made a matter of public record.
12. The Company should be furnished, from the Seller, the following:

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SCHEDULE B-I Requirements

- (a) A copy of the Articles of Organization of the **New River Royalty, LLC**, as amended.
- (b) A copy of the Operating Agreement for the **New River Royalty, LLC**, as amended, showing whether the manager(s) or members are authorized to act on behalf of the LLC and how many signators are required to approve the transaction.
- (c) A current Certificate of Good Standing of **New River Royalty, LLC** from the Secretary of State of Illinois, and in the event the state of the formation of the LLC is not Illinois, in addition, a current Certificate of Good Standing from the proper governmental authority of the state in which the entity was created.

13. Mortgage executed by Purchaser with contractual rights under a purchase agreement with the vested owner identified in item 4 of schedule A to Lender with contractual obligations under a loan agreement with the proposed insured owner identified in Item 2 above in the amount of \$10,000.00, must be made a matter of Public Record.
14. At the time of this commitment, the final loan amount was not available to the Company. Therefore, said requested loan policy will only be issued for the contractual face amount as listed in Schedule A of this commitment. If a differing loan amount should be requested from the Lender, the Company shall make this commitment subject to further exceptions and charges as deemed necessary by the Company, if any, to accommodate additional liability on the policy as requested by the Lender.

NOTE: Any revisions to said contractual face amount as listed in Schedule A shall be submitted in writing to the Company.

15. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
16. This commitment is subject to an update if the effective date as listed on Schedule A is older than 30 days. Please contact Community Title and Escrow to request and update to this commitment.
17. Any installment of real estate taxes that are due and payable must be paid.
18. Furnish this company with a Broker's Lien Affidavit all seller(s), purchaser(s), borrower(s), lessee(s), and any other parties holding an interest in the land establishing:
 - (i) the identity of any broker(s), known to have an agreement with the affiant, or any party claiming by, through or under said affiant, relative to any interest in the land, and
 - (ii) the amount of compensation due or to become due such broker(s), or
 - (iii) certifying that there are no broker(s) with any lien, or right to a lien, under any existing agreement with a broker.
19. CLOSING INFORMATION NOTE: If the closing of subject property is to be conducted by Community Title & Escrow, Ltd., we require all monies due from the purchase or the loan to be in the form of a wire transfer. We are required by law not to disburse funds until such "Good Funds" have been deposited, finally settled and



File Number: [A211102](#)

**SCHEDULE B-I
Requirements**

credited to our escrow account. Wire transfers qualify as "Good Funds" immediately upon receipt.



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SCHEDULE B- II Exceptions

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

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

1. Rights or claims of parties in possession not shown by Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I —Requirements are met.
7. Real Estate Taxes for the year 2020, 2021 and subsequent years; which are a lien but not yet due nor payable. Real Estate Taxes for the year 2020 show as paid in full in the amount of \$1,514.08.

NOTE: Parcel Identification Numbers are for informational purposes only.

8. Terms, powers, and provisions of a Second Amended and Restated Mitigation Agreement dated August 21, 2018 and recorded August 31, 2018 as Document No. 201800002829. (For further particulars, see record)
9. Special Warranty Deed executed by Andrew A. Timmons, Linda S. Gardner, Wayne Timmons Declaration of Trust dated July 9, 1982 and Helen Eileen Timmons Declaration of Trust dated July 9, 1982 to Montgomery Land Company, LLC, dated July 22, 2008 and recorded August 13, 2008 in Book 1274 at Page 11 as Document No. 200800047098.(For further particulars, see record)
10. Mineral Quit Claim Deed executed by Wayne F. Timmons Declaration of Trust dated July 9, 1982 and Helen Eileen Timmons Declaration of Trust dated July 9, 1982 to Montgomery Land Company, LLC, a Delaware limited liability company, dated June 22, 2010 and recorded June 22, 2010 in Book 1386 at Page 423 as Document No. 201000058572. (For further particulars, see record)
11. Patent recorded October 7, 2008 in Book 1282 at Page 370 as Document No. 200800047940. (For further particulars, see record)
12. Certified Land Register recorded May 14, 2009 in Book 1324 at Page 327 as Document No. 200900052167. (For further particulars see record)
13. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.

**SCHEDULE B- II
Exceptions**

14. Utility and/or drainage easements, if any.
15. Easement for public and quasi-public utilities, if any.
16. Special Assessments dues which are not shown as existing liens by the public records.
17. No examination has been made of the mineral title. Coverage shall not be construed as including the title to minerals underlying the subject premises.
18. Any and all easements, restrictions, outstanding oil, gas and mineral rights, and rights to aboriginal antiquities of record, but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status, or national origin.
19. All rights and easements in favor of the holder of any interest in the mineral estate or any party claiming by, through, or under said holder.
20. Rights of the Public, the State of Illinois, the County, the Township and the Municipality in and to that part of the premises taken, used, or dedicated for roads or highways.
21. Rights of tenants in possession under unrecorded leases, if any.
22. The acreage stated in the subject legal description is for descriptive purposes only. Nothing in this commitment or Policy, when issued, should be construed as insuring against loss or damage due to the inaccuracy of the acreage or any discrepancy in the quantity of Land so described.
23. We have made a search of the public records under the proposed buyer as _____. We reserve the right to amend this commitment after making a further search in the event of additional buyers and/or substitution of buyers.

Vesting Deed: [deed](#)

Schedule B II Exceptions Docs: [exception documents](#)

Tax Info: [Property Tax](#)

The Company has delivered this Commitment and/or Policy to the proposed insured and/or insured by electronic means. All signatures contained herein are to be effective under the provisions of Section 5-110 of the Illinois Electronic Commerce Security Act (5 ILCS 175/5-110).

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; and
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.

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COMMITMENT CONDITIONS

- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing .
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

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

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Montgomery

ME0176

Tax address
OK here


Tax fee
add to
10-14-14

201400002730
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER, COUNTY RECORDER
08-12-2014 at 01:42 pm.
GARR DEED 216.00
OR Book 1575 Page 188 - 191
RASP Surcharge 9.00

Instrument 201400002730 OR Book Page 1575 188

Return to:
Community Title & Escrow
518 W. Union Avenue
Litchfield, IL 62056

L140401

COUNTY TAX	STATE OF ILLINOIS	# 000000455	REAL ESTATE TRANSFER TAX
	 AUG. 12. 14		0075600
	MONTGOMERY COUNTY		FP 326663

THE ABOVE SPACE FOR RECORDER'S USE ONLY

WARRANTY DEED

THIS INDENTURE WITNESSETH, That the Grantor:

Linda S. Gardner and Andrew A. Timmons, tenants in common

for and in consideration of the sum of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, CONVEY and WARRANT to

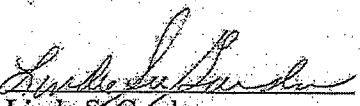
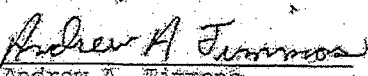
New River Royalty, LLC, a Delaware limited liability company

whose address is: 208 Public Square, 4th Floor, Benton, IL 62812

the following described real estate commonly known as N. 9th Ave., Hillsboro See Exhibit A for Legal Description

situated in Montgomery County, Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Dated this 11 day of August 20 14

 Linda S. Gardner		
 Andrew A. Timmons		
STATE OF ILLINOIS)	
COUNTY OF <u>Montgomery</u>)	SS

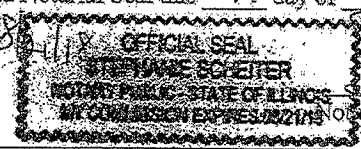
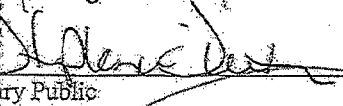
I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT

Linda S. Gardner and Andrew A. Timmons, tenants in common

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

Given under my hand and Notarial Seal this 11 day of August 29th 2014.

My commission expires: 8/11/18

THIS INSTRUMENT PREPARED BY Mottaz Law Office 2600 D. State Street Alton, IL 62002	FUTURE TAX BILLS should be sent to: New River Royalty, LLC 208 Public Square, 4th Floor Benton, IL 62812
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PLEASE RETURN THIS DOCUMENT Re: LI40407 TO:

Community Title II, L.P.
 520 W. Union Ave.
 Litchfield, IL 62056

Exhibit A

Instrument	Book	Page
201400002730 GR	1575	196

The West Half (W 1/2) of the Northeast Quarter (NE 1/4) of Section 21, Township 8 North, Range 3 West of the Third Principal Meridian, situated in the County of Montgomery, State of Illinois.

Parcel ID# 17-21-200-001

MC0176



Summary

Parcel ID	17-21-200-001
Alternate Parcel ID	N/A
Property Address	N 9TH AV
Township	EAST FORK
Brief Legal Description	W 1/2 NE 8-3-845 S21 T08 R3 <small>(Note: Not to be used on legal documents)</small>
Deed Book/Page	1575-188
Gross Acres	80.00
Class	0021
Tax District Code	04001
Taxing Districts	CES EXTENSION SERV COUNTY TAX EAST FORK ROAD DIST EAST FORK TWP HILLSBORO AMB HILLSBORO AREA PUBLIC LIBRARY HILLSBORO UNIT 3 LINCOLN LAND COLLEGE MTA GRSH-WSVL-EFRK

8

Owners

New River Royalty LLC
P O Box 147
Pinckneyville IL 62274

2020 Exemptions

Owner Occupied:	N
Home Improvement Exemption:	N
Drainage Exemption:	N
Senior Citizen Homestead Exemption:	N
Senior Citizen Assessment Freeze Homestead Exemption:	N
Fraternal Freeze Exemption:	N
Veteran Facility Exemption:	N
Disabled Veteran Exemption:	N

For exemption information please contact the Supervisor of Assessments Office. 217-532-9595

Sales

Date	Document Number	Amount
08/01/2014	1575-188	\$504,000.00

Valuation

	2021	2020
+ Land/Lot	\$0	\$0
+ Buildings	\$0	\$0
+ Farm Land	\$23,490	\$20,830
+ Farm Buildings	\$0	\$0
= Total	\$23,490	\$20,830

Tax History

Tax Bill Mail To: NEW RIVER ROYALTY LLC
P O BOX 147
PINCKNEYVILLE IL 62274

Tax Year: 2020
Tax Rate: 7.26870

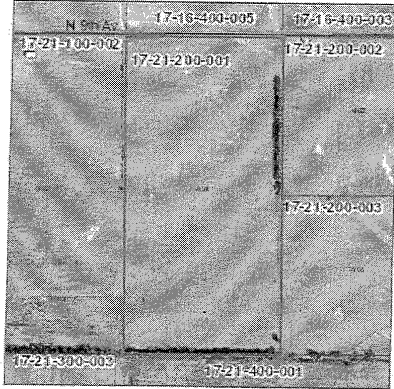
Amount:
Installment 1: \$757.04
Installment 2: \$757.04

Tax Year: 2019
Tax Rate: 7.36575

Amount:
Installment 1: \$678.39
Installment 2: \$678.39

For payment information please contact the Treasurer's Office. 217-532-9521

Map



DevNet Property Tax Inquiry

[View Report](#)

No data available for the following modules: Photos, Sketches, Property Record Cards.

The maps and data available for access at this website are provided "as is" without any warranty or representation of accuracy, timeliness or completeness.

[User Privacy Policy](#)
[GDPR Privacy Notice](#)

Last Data Upload: 7/1/2021 1:34:51 AM

Developed by
Schneider
GEO SPATIAL

Version 2.3.123

Property Information		
Parcel Number 17-21-200-001	Site Address N 9TH AV HILLSBORO, IL 62049	Owner Name & Address NEW RIVER ROYALTY LLC, P O BOX 609 Benton, IL, 62812
Tax Year 2019 (Payable 2020) ▾		
Sale Status None		
Property Class 0021 - Rural Unimproved	Tax Code 04001 - EAST FORK - U003 NO FIRE	Tax Status Taxable
Net Taxable Value 18,420	Tax Rate 7.365750	Total Tax \$1,356.78
Township EAST FORK	Acres 86.0000	Mailing Address
Legal Description W 1/2 NE 8-3-845 S21 T08 R3		

No Property Photos

Parcel Owner Information		
Name	Tax Bill	Address
NEW RIVER ROYALTY LLC	Y	P O BOX 609 Benton, IL, 62812

Billing			
	1st Installment (Due 07/02/2020)	2nd Installment (Due 09/04/2020)	Totals
Tax Billed	\$678.39	\$678.39	\$1,356.78
Penalty Billed	\$0.00	\$0.00	\$0.00
Cost Billed	\$0.00	\$0.00	\$0.00
Fees/Liens/SSA Billed	\$0.00	\$0.00	\$0.00
Total Billed	\$678.39	\$678.39	\$1,356.78
Amount Paid	\$678.39	\$678.39	\$1,356.78
Total Unpaid	\$0.00	\$0.00	\$0.00
Paid By	NEW RIVER ROYALTY LLC	NEW RIVER ROYALTY LLC	
Date Paid	6/15/2020	6/15/2020	

Assessments							
Level	Homesite	Dwelling	Farm Land	Farm Building	Mineral	Total	
DOR Equalized	0	0	18,420	0	0	18,420	
Department of Revenue	0	0	18,420	0	0	18,420	
Board of Review Equalized	0	0	18,420	0	0	18,420	
Board of Review	0	0	18,420	0	0	18,420	
S of A Equalized	0	0	18,420	0	0	18,420	
Supervisor of Assessments	0	0	18,420	0	0	18,420	
Township Assessor	0	0	18,420	0	0	18,420	
Prior Year Equalized	0	0	18,220	0	0	18,220	

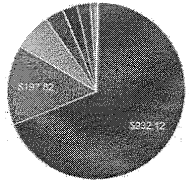
No Exemptions

Farmland			
Land Type	Acres	EAV	
Cropland	74.6100	18,198	
Other Farmland	5.0000	217	
Road/Way	0.3900	0	
Totals	80.0000	18,415	

[Click to open Farmland Details](#)

No Genealogy Information

Taxing Bodies			
District	Tax Rate	Extension	
HILLSBORO UNIT 3	5.080390	\$932.12	
COUNTY TAX	1.073870	\$197.82	
LINCOLNLAND COLLEGE	0.493930	\$90.98	
EAST FORK ROAD DIST	0.256240	\$47.20	
HILLSBORO AREA PUBLIC LIBRARY	0.192850	\$35.52	
EAST FORK TWP	0.179970	\$33.15	
HILLSBORO AMB	0.059770	\$11.01	
CES EXTENSION SERV	0.033310	\$6.14	
MTA GRSH-WSVL-EFRK	0.015420	\$2.84	
TOTAL	7.365750	\$1,358.78	



- HILLSBORO UNIT 3
- COUNTY TAX
- LINCOLNLAND COLLEGE
- EAST FORK ROAD DIST
- HILLSBORO AREA PUBLIC LIBRARY
- EAST FORK TWP
- HILLSBORO AMB
- CES EXTENSION S
- MTA GRSH-WSVL

No Drainage / Special District Information

Payment History				
Tax Year	Total Billed	Total Paid	Amount Unpaid:	
2020	\$1,514.08	\$1,514.08	\$0.00	
2019	\$1,358.78	\$1,358.78	\$0.00	
2018	\$1,168.72	\$1,168.72	\$0.00	

[Show 12 More](#)

Sales History								
Year	Document #	Sale Type	Sale Date	Sold By	Sold To	Gross Price	Personal Property	Net Price
2014	00002730	Warranty Deed	8/1/2014	LINDA S GARDNER & ANDREW A TIMMONS	NEW RIVER ROYALTY, LLC	\$504,000.00	\$0.00	\$504,000.00
2008	200800047098	Other	8/13/2008	WAYNE C/O LINDA SUE GARDNER TIMMONS	Montgomery Land Co. LLC	\$320,000.00	\$0.00	\$320,000.00

No Structure Information

No Forfeiture Information

No Redemptions

DUPLICATION PROHIBITED PROPERTY

No legal attached

201100064695
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER, COUNTY RECORDER
07-14-2011 At 12:27 pm.
MEMORANDUM 39.00
OR Book 1447 Page 328 - 331
RHSP Surcharge 10.00

Instrument Book Page
201100064695 OR 1447 328

SHORT FORM OR MEMORANDUM
OF
MITIGATION AGREEMENT

THIS SHORT FORM OR MEMORANDUM OF MITIGATION AGREEMENT ("Short Form") is made and entered into on August 12, 2010, and is by and between New River Royalty, LLC, a Delaware limited liability company authorized to do business in the State of Illinois, with an address of 208 Public Square, 4th Floor, Benton, Illinois 62812 ("Surface Owner"); and Hillsboro Energy LLC, a Delaware limited liability company duly authorized to transact business in the State of Illinois, with an address of 925 S. Main Street, Hillsboro, Illinois 62049 ("Company"). Surface Owner and Company is each sometimes referred to individually as a "Party" and are sometimes referred to collectively as the "Parties".

WHEREAS, Surface Owner is the owner of the surface of various lands located in Montgomery County, Illinois ("Property"); and

WHEREAS, Company owns a coal mine ("Mine") which includes, or which hereafter may include, certain coal from the No. 5 and No. 6 seams of coal underlying the Property which is within the scope of operation for the Mine; and,

WHEREAS, the Parties have entered into that certain "Mitigation Agreement" with an Effective Date of August 12, 2010 ("Agreement") which sets forth the plan of the Parties for the mitigation of subsidence damage to the Structure(s) (being the structures or facilities located on the Property) and for either the repair of or the payment of compensation for damages to the Structure(s) caused by or resulting from Company's mining and/or removal of coal from the No.

5 and No. 6 seams of coal only in the Mine as required by the Illinois Surface Coal Mining Land Conservation and Reclamation Act, 225 ILCS 720/1.01 *et seq.*, certain regulations issued thereunder, or any other applicable law.

The Agreement gives Company certain rights and/or obligations or responsibilities regarding inspecting Structures and repairing or compensating for certain Damage (as defined in the Agreement). In the Agreement Surface Owner waives certain rights regarding minimization and notice of subsidence; and Surface Owner agrees to certain restrictions on constructing new structures and making improvements to existing structures.

The term of the Agreement is for twenty-five (25) years after its Effective Date; provided that if coal mine subsidence occurs prior to the end of said term, such term shall be extended until such time as any Damages (as defined in the Agreement) are corrected by repair or addressed by the payment of diminution in value. In addition, if mining operations under the Property have not been completed by the end of such term, such term shall be extended until such time as all such mining operations have been completed and any Damages caused thereby or resulting therefrom are corrected by repair or addressed by the payment of diminution in value. However, in no event and under no circumstance shall the term of the Agreement extend beyond forty (40) years after its Effective Date.

In the Agreement Surface Owner acknowledges that Company has certain mining rights which permit the mining of coal underlying the Property, and the Agreement confirms in Company the right to subside the surface of the Property by any extraction method now used or which may become available in the future, except strip or open pit methods, and the right to subside the surface of the Property without liability to Surface Owner (except as provided for in the Agreement) for any and all damages to the surface or subsurface or anything thereon or therein for surface or subsurface subsidence caused by mining out the coal, including without limitation not leaving pillars, partial pillars or artificial supports under the Property and mining by longwall or any other full extraction method.

The Agreement provides if Surface Owner, or Surface Owner's agent, or anyone acting on behalf of Surface Owner or for Surface Owner's benefit, acquires any surface land or surface property within Montgomery County, Illinois during the term of the Agreement ("New Surface"), the New Surface shall be and become part of the Property (and thereby become subject to the Agreement).

The Parties acknowledge and agree that (a) this Short Form is executed only for recording purposes in order to give notice of the existence of the Agreement, its purposes, and some of its provisions; (b) the lands owned by Surface Owner in Montgomery County, Illinois (and any New Surface) are subject to the Agreement; (c) capitalized terms in this Short Form shall have the same meaning given to the terms in the Agreement; and (d) to the extent that the terms and provisions of this Short Form differ from those in the Agreement, the terms and provisions of the Agreement shall control.

IN WITNESS WHEREOF, each Party has executed this Short Form the day and year first written above.

SURFACE OWNER

New River Royalty, LLC

By: Donald R Holcomb

Its: AUTHORIZED PERSON

COMPANY

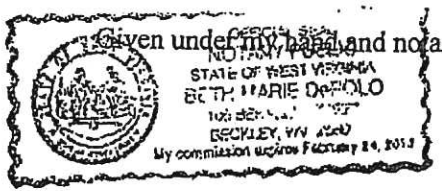
Hillsboro Energy LLC

By: Donald R Holcomb

Its: AUTHORIZED PERSON

STATE OF WV)
) SS.
COUNTY OF Raleigh)

I, the undersigned Notary Public, in and for said County in the State aforesaid, do hereby certify that Donald R Holcomb, personally known to me to be a duly authorized person of New River Royalty, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as such authorized person of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.



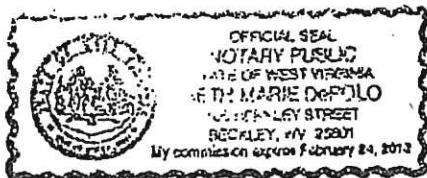
Given under my hand and notarial seal on this 5th day of July, 2011.

Beth Marie DePolo
Notary Public

STATE OF WV)
) SS.
COUNTY OF Boone)

I, the undersigned Notary Public, in and for said County in the State aforesaid, do hereby certify that David H Holcomb, personally known to me to be a duly authorized person of Hillsboro Energy LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as such authorized person of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal on this 5th day of July, 2011.



Marie DeFolio
Notary Public

Prepared By and Return To:

New River Royalty, LLC
208 Public Square, 4th Floor
Benton, IL 62812

DUBLICATED PROPERTY OF MONTGOMERY COUNTY, IL RECORDER

201700001852
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER, COUNTY RECORDER
05-22-2017 At 12:13 pm.
MEM AGREEMENT 75.00
OR Book 1646 Page 316 - 319
RHSP Surcharge 9.00
Instrument Book Page
201700001852 OR 1646 316

DUPLICATION PROHIBITED PROPERTY OF

SHORT FORM OR MEMORANDUM

FIRST AMENDED AND RESTATED MITIGATION AGREEMENT

THIS SHORT FORM OR MEMORANDUM OF FIRST AMENDED AND RESTATED MITIGATION AGREEMENT ("Short Form") is made and entered into on March 14, 2017, and is by and between **New River Royalty, LLC**, a Delaware limited liability company authorized to do business in the State of Illinois, with an address of PO Box 609, Benton, Illinois 62812 ("Surface Owner"); and **Hillsboro Energy LLC**, a Delaware limited liability company duly authorized to transact business in the State of Illinois, with an address of 925 S. Main Street, Hillsboro, Illinois 62049 ("Company"). Surface Owner and Company is each sometimes referred to individually as a "Party" and are sometimes referred to collectively as the "Parties".

WHEREAS, Surface Owner is the owner of the surface of various lands located in Montgomery County, Illinois ("Property"); and

WHEREAS, Company owns a coal mine ("Mine") which includes, or which hereafter may include, certain coal from the No. 5 and No. 6 seams of coal underlying the Property which is within the scope of operation for the Mine; and,

WHEREAS, the Parties entered into a Mitigation Agreement with an Effective Date of August 12, 2010 ("Original Agreement") which sets forth the plan of the Parties for the mitigation of subsidence damage to the Structure(s) (being the structures or facilities located on the Property) and for either the repair of or the payment of compensation for damages to the Structure(s) caused by or resulting from Company's mining and/or removal of coal from the No. 5 and No. 6 seams of coal only in the Mine as required by the Illinois Surface Coal Mining Land

Conservation and Reclamation Act, 225 ILCS 720/1.01 *et seq.*, certain regulations issued thereunder, or any other applicable law; and,

WHEREAS, Surface Owner and Company amended and restated the Original Agreement in that certain First Amended and Restated Mitigation Agreement with an Effective Date of March-14, 2017 ("Amended Agreement").

The Amended Agreement gives Company certain rights and/or obligations or responsibilities regarding inspecting Structures and repairing or compensating for certain Damage (as defined in the Amended Agreement). In the Amended Agreement Surface Owner waives certain rights regarding minimization and notice of subsidence; and Surface Owner agrees to certain restrictions on constructing new structures and making improvements to existing structures, except on areas of the Property exempted from such restrictions based on whether (1) the No. 6 seam of coal thereunder has been mined and (ii) the No. 5 and/or No. 6 seams of coal thereunder is/are planned to be mined within fifteen (15) years after the Effective Date of the Amended Agreement.

The term of the Amended Agreement shall end, terminate, and expire, without further or additional action by the Parties, at midnight on August 11, 2037; provided that if coal mine subsidence occurs prior to the end of said term, such term shall be extended until such time as any Damages (as defined in the Amended Agreement) are corrected by repair or addressed by the payment of diminution in value. In addition, if mining operations under the Property have not been completed by the end of such term, such term shall be extended until such time as all such mining operations have been completed and any Damages caused thereby or resulting therefrom are corrected by repair or addressed by the payment of diminution in value.

In the Amended Agreement Surface Owner acknowledges that Company has certain mining rights which permit the mining of coal underlying the Property, and the Amended Agreement confirms in Company the right to subside the surface of the Property by any extraction method now used or which may become available in the future, except strip or open pit methods, and the right to subside the surface of the Property without liability to Surface Owner (except as provided for in the Amended Agreement) for any and all damages to the surface or subsurface or anything thereon or therein for surface or subsurface subsidence caused by mining out the coal, including without limitation not leaving pillars, partial pillars or artificial supports under the Property and mining by longwall or any other full extraction method.

The Amended Agreement provides if Surface Owner, or Surface Owner's agent, or anyone acting on behalf of Surface Owner or for Surface Owner's benefit, acquires any surface land or surface property within Montgomery County, Illinois during the term of the Amended Agreement ("New Surface"), the New Surface shall be and become part of the Property (and thereby become subject to the Amended Agreement).

The Parties acknowledge and agree that (a) this Short Form is executed only for recording purposes in order to give notice of the existence of the Amended Agreement, its purposes, and some of its provisions; (b) the lands owned by Surface Owner in Montgomery County, Illinois (and any New Surface) are subject to the Amended Agreement; (c) capitalized

STATE OF Illinois)
) SS.
COUNTY OF Franklin)

I, the undersigned Notary Public, in and for said County in the State aforesaid, do hereby certify that Wesley M. Lanson, personally known to me to be a duly authorized person of Hillsboro Energy LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as such authorized person of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal on this 2nd day of May, 2017.

Casey Jo Mowery
Notary Public



Prepared By and Return To:
New River Royalty, LLC
PO Box 609
Benton, IL 62812

UNREGISTERED PROPERTY OF MONTGOMERY COUNTY, IL RECORDER

201800002829
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER, COUNTY RECORDER
08-31-2018 At 11:47 am.
MEMORANDUM 77.00
OR Book 1677 Page 614 - 618
RHSF Surcharge 9.00
Instrument Book Page
201800002829 OR 1677 614

MC-0110

**SHORT FORM OR MEMORANDUM
OF
SECOND AMENDED AND RESTATED MITIGATION AGREEMENT**

THIS SHORT FORM OR MEMORANDUM OF SECOND AMENDED AND RESTATED MITIGATION AGREEMENT ("Short Form") is made and entered into on August 21, 2018, and is by and between New River Royalty, LLC, a Delaware limited liability company authorized to do business in the State of Illinois, with an address of PO Box 609, Benton, Illinois 62812 ("Surface Owner"); and Hillsboro Energy LLC, a Delaware limited liability company duly authorized to transact business in the State of Illinois, with an address of P.O. Box 457, Hillsboro, Illinois 62049 ("Company"). Surface Owner and Company is each sometimes referred to individually as a "Party" and are sometimes referred to collectively as the "Parties".

WHEREAS, Surface Owner is the owner of the surface of various lands located in Montgomery County, Illinois ("Property"); and

WHEREAS, Company owns a coal mine ("Mine") which includes, or which hereafter may include, certain coal from the No. 5 and No. 6 seams of coal underlying the Property which is within the scope of operation for the Mine; and,

WHEREAS, the Parties entered into a Mitigation Agreement with an Effective Date of August 12, 2010 ("Original Agreement") which sets forth the plan of the Parties for the mitigation of subsidence damage to the Structure(s) (being the structures or facilities located on the Property) and for either the repair of or the payment of compensation for damages to the Structure(s) caused by or resulting from Company's mining and/or removal of coal from the No. 5 and No. 6 seams of coal only in the Mine as required by the Illinois Surface Coal Mining Land

Conservation and Reclamation Act, 225 ILCS 720/1.01 *et seq.*, certain regulations issued thereunder, or any other applicable law; and,

WHEREAS, The Parties entered into the First Amended and Restated Mitigation Agreement with an effective date of March 14, 2017 ("First Amended Agreement"), which amended certain provisions of the Original Agreement as of the Effective Date of the First Amended Agreement and restated the Original Agreement, as so amended, in its entirety pursuant to and as set forth in the First Amended Agreement.

WHEREAS, Surface Owner and Company amended and restated the First Amended Agreement in that certain Second Amended and Restated Mitigation Agreement with an Effective Date of August 21, 2018 ("Second Amended Agreement").

The Second Amended Agreement gives Company certain rights and/or obligations or responsibilities regarding inspecting Structures and repairing or compensating for certain Damage (as defined in the Second Amended Agreement). In the Second Amended Agreement Surface Owner waives certain rights regarding minimization and notice of subsidence; and Surface Owner agrees that Company or its agents(s) or contractor(s) shall be entitled, solely at its/their own cost and election, to conduct and perform reconstruction of surface drainage patterns as necessary to relieve subsidence effects on the Property and adjacent and/or nearby properties.

The term of the Second Amended Agreement shall end, terminate, and expire, without further or additional action by the Parties, at midnight on August 11, 2037; provided that if coal mine subsidence occurs prior to the end of said term, such term shall be extended until such time as any Damages (as defined in the Amended Agreement) are corrected by repair or addressed by the payment of diminution in value. In addition, if mining operations under the Property have not been completed by the end of such term, such term shall be extended until such time as all such mining operations have been completed and any Damages caused thereby or resulting therefrom are corrected by repair or addressed by the payment of diminution in value.

In the Second Amended Agreement Surface Owner acknowledges that Company has certain mining rights which permit the mining of coal underlying the Property, and the Amended Agreement confirms in Company the right to subside the surface of the Property by any extraction method now used or which may become available in the future, except strip or open pit methods, and the right to subside the surface of the Property without liability to Surface Owner (except as provided for in the Amended Agreement) for any and all damages to the surface or subsurface or anything thereon or therein for surface or subsurface subsidence caused by mining out the coal, including without limitation not leaving pillars, partial pillars or artificial supports under the Property and mining by longwall or any other full extraction method.

The Second Amended Agreement provides if Surface Owner, or Surface Owner's agent, or anyone acting on behalf of Surface Owner or for Surface Owner's benefit, acquires any surface land or surface property within Montgomery County, Illinois during the term of the Second Amended Agreement ("New Surface"), the New Surface shall be and become part of the Property (and thereby become subject to the Second Amended Agreement).

The Parties acknowledge and agree that (a) this Short Form is executed only for recording purposes in order to give notice of the existence of the Second Amended Agreement, its purposes, and some of its provisions; (b) the lands owned by Surface Owner in Montgomery County, Illinois (and any New Surface) are subject to the Second Amended Agreement; (c) capitalized terms in this Short Form shall have the same meaning given to the terms in the Second Amended Agreement; and (d) to the extent that the terms and provisions of this Short Form differ from those in the Second Amended Agreement, the terms and provisions of the Second Amended Agreement shall control.

[Signatures and Notary Acknowledgments are on the following pages.]

IN WITNESS WHEREOF, each Party has executed this Short Form the day and year first written above.

SURFACE OWNER

New River Royalty, LLC

By: Robert R. Boyd

Robert R. Boyd
Name

Its: Authorized Person

COMPANY

Hillsboro Energy LLC

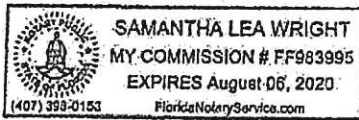
By: [Signature]

Its: Authorized Person

STATE OF Florida)
) SS.
COUNTY OF Palm Beach)

I, the undersigned Notary Public, in and for said County in the State aforesaid, do hereby certify that Robert R Boyd, personally known to me to be a duly authorized person of New River Royalty, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as such authorized person of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal on this 1st day of August, 2018



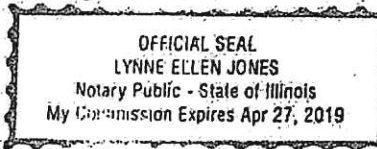
Samantha Lea Wright
Notary Public

STATE OF Illinois)
) SS.
COUNTY OF Franklin)

I, the undersigned Notary Public, in and for said County in the State aforesaid, do hereby certify that Ron Keantz, personally known to me to be a duly authorized person of Hillsboro Energy LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as such authorized person of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal on this 2nd day of August, 2018

Lynne Ellen Jones
Notary Public



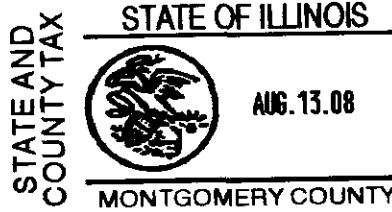
Prepared By and Return To:
New River Royalty, LLC
PO Box 609
Benton, IL 62812

**SPECIAL WARRANTY
DEED**

200800047098
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
08-13-2008 At 10:37 am.
WARR DEED 520.00
OR Book 1274 Page 11 - 15
RHSP Surcharge 10.00
Instrument Book Page
200800047098 OR 1274 11

Prepared by:
Jeffrey A. Mollet
silver lake group ltd.
560 Suppiger Way
Post Office Box 188
Highland, Illinois 62249
Telephone - 618-654-8341
Facsimile 618-654-8391
jeff@silverlakelaw.com

*Return After Recording
and Mail Tax Bill To:*
Montgomery Land Company, LLC
P.O. Box 1829
Marion, Illinois 62959



REAL ESTATE TRANSFER TAX
0048000
FP326663

ANDREW A. TIMMONS, of Benton, IL 62812 in his individual capacity, and LINDA S. GARDNER, of Lamar, MO 64759, in her individual capacity, Linda S. Gardner, as Successor Trustee under the provisions of and pursuant to that certain trust agreement known as the WAYNE TIMMONS DECLARATION OF TRUST dated July 9, 1982 and Linda S. Gardner, as Successor Trustee under the provisions of and pursuant to that certain trust agreement known as the HELEN EILEEN TIMMONS DECLARATION OF TRUST dated July 9, 1982 (collectively Grantors), for and in consideration of the sum of ONE DOLLAR and other good and valuable consideration in hand paid, convey and warrant to Montgomery Land Company, LLC, all right, title and interest, if any, that Grantors have in all minerals of every kind and character lying in, on or under the above described real estate or otherwise pertaining to it, including without limitation, the coal, which minerals are conveyed without warranty of title, and the right to mine and remove all or any part of the coal, and minerals mixed with the coal or which are or were at any time components of the coal, underlying the below described real estate by any extraction

DUPLICATE UNREGISTERED PROPERTY OF MONTGOMERY COUNTY, ILLINOIS

method now used or to become available in the future, except strip, open pit or surface mining methods, without liability to Grantees, their heirs, successors or assigns, for any injury or damage to the surface or subsurface from any and all causes whatsoever for surface or subsurface subsidence caused by mining out the coal, including, but not limited to, not leaving pillars or partial pillars or artificial supports under the surface and mining by longwall or any other full extraction or planned subsidence, in accordance with applicable law, the surface and subsurface of the following described real property ("Property"), to-wit:

The North Half (N ½) of the Southwest Quarter (SW ¼) of Section 22, Town 8 North, Range 3 West of the Third Principal Meridian

and

The West Half (W ½) of the Northeast Quarter (NE ¼) of Section 21, Town 8 North, Range 3 West of the Third Principal Meridian, excepting all coal as previously reserved or conveyed, all situated in the County of Montgomery, in the State of Illinois.

Address is XXX North 9th Avenue, Hillsboro, Illinois 62049

Map ID#17-21-200-001 (Tract 1) Map ID#17-22-300-001 (Tract 2)

Together with the following limited rights and privileges further granted to Grantee by

Grantors:

a. the right of ingress and egress at all times for the purpose of conducting subsidence mitigation and restoration work to the surface of the Property and for reconstruction of drainage patterns which may be necessary to correct any material damage to the surface of the Property resulting from subsidence to the Property or other land subsided by the mining of coal by the Grantee and which may be required by law, regulation or agreement in force this date or hereinafter imposed.

b. the right to enter upon the Property at any time for the purpose of surveying, monitoring, soil and grade testing, exploratory drilling, installation of monitoring stations, inventory and inspection of structures and improvements or other purposes related to the mining of coal by the Grantee; provided that except in the case of emergency, Grantee shall notify Grantors in writing at least five (5) days prior to the date Grantee intends to access the Property providing Grantors the intended date of access, the duration of the access and the intended reason for

the access. Grantors may object to such access only upon good cause shown, and Grantor's failure to notify Grantee in writing of any objection within five (5) days after receipt of Grantee's notice shall be deemed to be Grantor's lack of objection thereto. Grantors shall not unreasonably withhold access. In the event of access for any reason by Grantee, Grantee shall pay Grantors, or Grantor's tenant, for any damage to growing crops or the Property as a result of Grantee's activities on the Property under this paragraph.

c. The right to use underground passageways and voids before or after said coal is mined, for the purpose of transporting coal from the property conveyed herein or from other lands and for all other lawful purposes, in perpetuity, including without limitation, disposal of coal slurry, coal combustion materials, carbon dioxide and any other substance which may be lawfully placed in any underground void; and the right to use any voids, geologic formations, coal seams or strata lying under the surface of the property for all lawful purposes, including carbon dioxide sequestration.

Grantors covenant that Grantors will not, for a period of ten (10) years from the date of this deed, without Grantee's written permission, (a) construct or place any new structures or facilities upon the Property, or (b) construct or place any improvements to existing structures or facilities upon the Property which cost over Ten Thousand Dollars (\$10,000.00). The term of structure prohibition shall be for the aforementioned period of ten (10) years provided that if coal mine subsidence occurs prior to the end of said term before the completion of mining operations under the Property, the Agreement shall be extended, if necessary, until one (1) year after mining under the Property is completed.

All covenants, rights and privileges herein shall run with the land and be binding on the heirs, successors and assigns of the parties hereto.

This conveyance is subject to all easements, right-of-ways, permits, restrictions and mineral exceptions of record, if any.

Grantors hereby waive any and all rights arising under or by virtue of the homestead exemption laws of the State of Illinois.

To have and to hold the above granted premises unto the said of the second part forever, not in tenancy in common but in joint tenancy.

Dated this 22nd day of July, 2008.

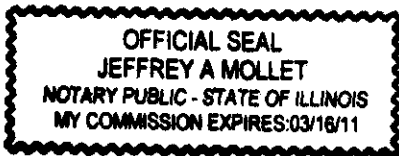
Andrew A. Timmons (SEAL)
Andrew A. Timmons

Linda S. Gardner (SEAL)
Linda S. Gardner, individually, and as trustee

STATE OF ILLINOIS)
COUNTY OF MADISON)

I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Andrew A. Timmons personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered this instrument as his free and voluntary act.

Given under my hand and Notary Seal this 22nd day of July, 2008.



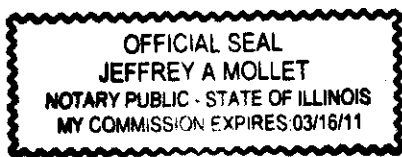
Jeffrey A. Mollet
Notary Public

ILLINOIS
STATE OF MISSOURI)
COUNTY OF MADISON)

SS

I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Linda S. Gardner personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered this instrument as her free and voluntary act.

Given under my hand and Notary Seal this 22nd day of July, 2008.



Jeffrey A. Mollet
Notary Public

"WHENEVER the owner of land subdivides it into two or more parts, any of which is less than five acres, he must have it surveyed and a Subdivision plat thereof made by an Illinois Registered Land Surveyor." Therefore, before a transfer document is accepted for recording in Montgomery County, IL, this affidavit must be signed and presented with the transfer document.

State of Illinois) SS.
County of Montgomery)

Affiant is (agent for) (an officer of) (one of) the grantor(s) in a (deed) (lease) (contract) transferring interest in the real estate described in the accompanying document. Affiant further states this transfer is exempt and not in violation of the Illinois Plat Act, 765 ILCS 205/1, for one of the following reasons: (Except as provided in sub-section (c) of this Section, the provisions of this Act do not apply and no subdivision plat is required in any of the following instances):

(CIRCLE NUMBER BELOW WHICH IS APPLICABLE TO ATTACHED DOCUMENT.)

1. Not a division of land (parcel already has an existing county real estate tax identification number)
2. The division or subdivision of land into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access;
3. The division of lots or blocks of less than one acre in any recorded subdivision, which does not involve any new streets or easements of access;
4. The sale or exchange of parcels of land between owners of adjoining and/or contiguous land;
5. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
8. Conveyances made to correct descriptions in prior conveyances;
9. The sale or exchange of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
10. The sale of a single lot of less than five acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

(CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED TRANSFER DOCUMENT BEFORE RECORDING THE TRANSFER DOCUMENT IN MONTGOMERY COUNTY, IL.)

Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Montgomery County, Illinois, to accept the attached transfer document for recording.

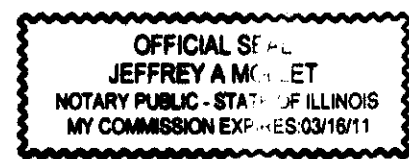
Stacy Sue Anderson

Affiant Signature

Subscribed and Sworn to before me this 22nd day of July, 2008.

Jeffrey A. Mculet

Notary Public



Subject to any County and City zoning ordinances. Check the following if it applies:
Plat Act Approval is not required because parcel is located wholly within municipal limits of _____ which does not require Plat Act compliance.

Affiant Signature

200800047940
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
10-07-2008 At 02:33 pm.
PATENT 39.00
DR Book 1282 Page 370 - 372
RHSP Surcharge 10.00
Instrument Book Page
200800047940 OR 1282 370

DUPLICATION PROHIBITED PROPERTY OF MONTGOMERY COUNTY, IL RECORDER

Patent

17-21-200-001

17-21-100-002

N. 9th Ave. Hillsboro, Illinois 62049

6 506

THE UNITED STATES OF AMERICA,

CERTIFICATE }
No. 25640 }

To all to whom these Presents shall come, Greeting:

WHEREAS Walker Addison of Montgomery County Illinois

has deposited in the GENERAL LAND OFFICE of the United States, a Certificate of the REGISTER OF THE LAND OFFICE at Edwardsville whereby it appears that full payment has been made by the said Walker Addison

according to the provisions of the

Act of Congress of the 24th of April, 1820 entitled "An act making further provision for the sale of the Public Lands," for

the North West quarter of the North East quarter and the North East quarter of the North West quarter of Section Twenty one in Township Eight of range Three in the District of Land subject to sale at Edwardsville Illinois containing Eighty acres

according to the official plat of the survey of the said Lands, returned to the General Land Office by the SURVEYOR GENERAL, which said tract has been purchased by the said Walker Addison

NOW KNOW YE, That the

United States of America, in consideration of the Premises, and in conformity with the several acts of Congress, in such case made and provided, HAVE GIVEN AND GRANTED, and by these presents DO GIVE AND GRANT, unto the said Walker Addison Addison,

and to his heirs, the said tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature, therunto belonging, unto the said Walker Addison Addison,

and to his heirs and assigns forever.

In Testimony Whereof, I, Millard Fillmore

PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these Letters to be made PATENT, and the SEAL of the GENERAL LAND OFFICE to be hereunto affixed.

GIVEN under my hand, at the CITY OF WASHINGTON, the first day of June in the Year of our Lord one thousand eight hundred and fifty-two and of the Independence of the United States the Seventy ninth.

BY THE PRESIDENT: Millard Fillmore

By Alex. Hornick Sec'y.

B. P. Terry RECORDER of the General Land Office.



DUPLICATION PROHIBITED PROPERTY OF MONTGOMERY COUNTY, IL RECORDER

Bureau of Land Management
Eastern States
7450 Boston Boulevard
Springfield, VA 22153

8.4.08

Date

I hereby certify that this
reproduction is a true copy
of the official record on
file in this office


Authorized Signature

200900052167
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
05-14-2009 At 01:15 pm.
LAND REGTR 39.00
OR Book 1324 Page 327 - 330
RHSP Surcharge 10.00

Instrument	Book	Page
200900052167 OR	1324	327

Certified Land Register

As to the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section Twenty-One (21), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, situated in Montgomery County, Illinois.

17-21-200-001

N. 9th Ave. Hillsboro, Illinois 62049

DUPLICATION PROHIBITED
PROPERTY OF MONTGOMERY COUNTY, IL RECORDER

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, JESSE WHITE, Secretary of State of the State of Illinois, do hereby certify that the following and hereto attached is a true copy of the United States General Land Office Records for Illinois Volume No. 351, Page No.188- Edwardsville Land District Office, originating from Record Series 952.173; Monthly Abstract of Land Located on Military Land Warrant Certificates, from the records of the Illinois State Archives.

DUPLICATION PROHIBITED
RECORDED
MONTGOMERY COUNTY, IL RECORDER

*In Testimony Whereof I hereto set my hand and
cause to be affixed the Great Seal of the State of Illinois,
Done at the City of Springfield this 14th
day of April A.D. 2009*



Jesse White

SECRETARY OF STATE

... of the Act of Congress, entitled "An act granting bounty lands..."

Page No.	LOCATED			DATE OF LOCATION	BY WHOM LOCATED	REMARKS	Acres
	Parish	Range	Contents				
34	2	3	80	July 13, 1852	Thomas Sharp		253.42
31	2	3	160	July 13, 1852	Wingate H. Maddux		200
32	2	3	40	July 13, 1852	Wingate H. Maddux		4.00
38	2	3	40	July 13, 1852	Wingate H. Maddux		1.00
39	2	3	40	July 13, 1852	Wingate H. Maddux		1.00
31	2	3	40	July 13, 1852	Isaac Little		1.00
33	2	3	80	July 13, 1852	Isaac Maddux		2.00
11	10	3	40	July 14, 1852	John S. Hayward		1.00
11	10	3	40	July 14, 1852	John S. Hayward		1.00
21	8	3	40	July 14, 1852	John S. Hayward		1.00
21	8	3	40	July 14, 1852	John S. Hayward		1.00
22	10	3	40	July 14, 1852	John S. Hayward		1.00
22	10	3	40	July 14, 1852	John S. Hayward		1.00
15	8	3	40	July 14, 1852	John S. Hayward		1.00
10	8	3	40	July 14, 1852	John S. Hayward		1.00
21	10	3	40	July 14, 1852	John S. Hayward		1.00
11	10	3	40	July 14, 1852	John S. Hayward		1.00
10	8	3	40	July 14, 1852	John S. Hayward		1.00
22	10	3	40	July 14, 1852	John S. Hayward		1.00
20	8	3	40	July 14, 1852	John S. Hayward		1.00
13	8	3	40	July 14, 1852	John S. Hayward		1.00
21	10	3	40	July 14, 1852	John S. Hayward		1.00
21	8	3	40	July 14, 1852	John S. Hayward		1.00
10	10	3	160	July 14, 1852	John S. Hayward		4.00
10	10	3	160	July 14, 1852	John S. Hayward		4.00
10	10	3	160	July 14, 1852	John S. Hayward		4.00
10	10	3	160	July 14, 1852	John S. Hayward		4.00
10	10	3	160	July 14, 1852	John S. Hayward		4.00

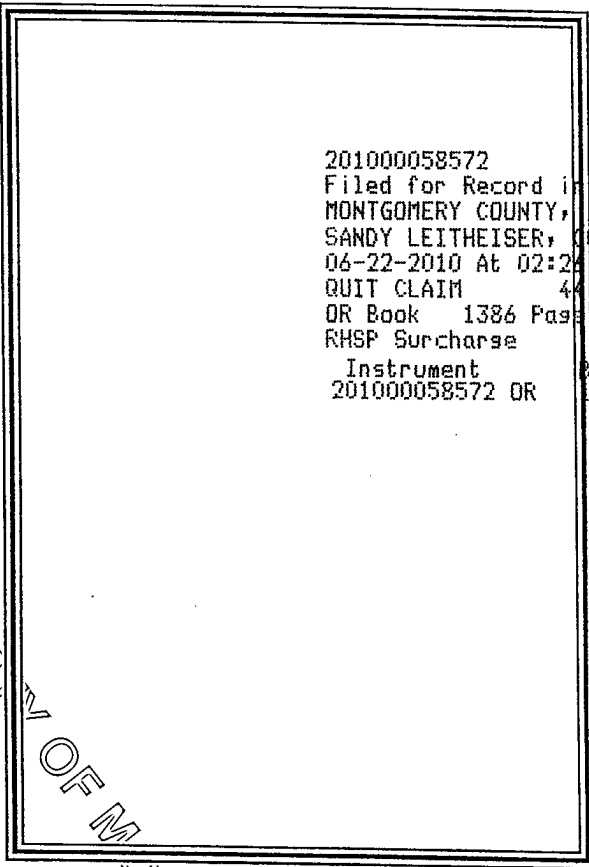
SECTION PROHIBITED PROPERTY

together in Book form, for the transcription of the Abstract at the end of every month.

ORDER

**MINERAL
QUIT CLAIM DEED**

The Grantors, WAYNE F. TIMMONS, a widower, in his individual capacity, by and through his attorney in fact, Linda S. Gardner, of Lamar, Missouri 64759, Wayne F. Timmons, in his capacity as Trustee of the WAYNE TIMMONS DECLARATION OF TRUST dated July 9, 1982, by his Attorney-in-Fact, Linda S. Gardner, and Wayne F. Timmons, in his capacity as Successor Trustee of the HELEN EILEEN TIMMONS DECLARATION OF TRUST dated July 9, 1982, by his Attorney-in-Fact, Linda S. Gardner, for and in consideration of the sum of Ten Dollars and Other Good and Valuable Consideration, in hand paid, CONVEY and QUITCLAIM to MONTGOMERY LAND COMPANY, LLC, a Delaware limited liability company, all right, title and interest, if any, that Grantors have in all minerals of every kind and character lying in, on or under the following described real estate or otherwise pertaining to it, including without limitation, the coal, which minerals are conveyed without warranty of title, and the right to mine and remove all or any part of the coal, and minerals mixed with the coal or which are or were at any time components of the coal, underlying the below described real estate by any extraction method now used to become available in the future, except strip, open pit or surface mining methods, without liability to Grantors, their heirs, successors or assigns, for any injury or damage to the surface or subsurface from any and all causes whatsoever for surface or subsurface subsidence caused by mining out the coal, including, but not limited to, not leaving pillars or partial pillars or artificial supports under the surface and mining by longwall or any other full extraction or planned subsidence, in accordance with applicable law, the surface and subsurface of the following described property ("Property"), to-wit:



201000058572
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER, COUNTY RECORDER
06-22-2010 At 02:25 pm.
QUIT CLAIM 44.00
OR Book 1386 Pages 423 - 431
RHSP Surcharge 10.00
Instrument Book Page
201000058572 OR 1386 423

DUPLICATION PROHIBITED PROPERTY OF MONTGOMERY COUNTY RECORDER

Tract 1:

The West Half (W/2) of the Northeast Quarter (NE/4) of Section 21, Township 8 North, Range 3 West of the Third Principal Meridian, situated in the County of Montgomery and State of Illinois.

Tract 2:

The North Half (N/2) of the Southwest Quarter (SW/4) of Section 22, Township 8 North, Range 3 West of the Third Principal Meridian, situated in the County of Montgomery and State of Illinois.

Tax ID Nos: 17-21-200-001 (Tract 1)
 17-22-300-001 (Tract 2)

Common Address: 9th Avenue, Hillsboro, Illinois 62049.

In addition, Grantors hereby convey to Grantee the following rights and privileges:

a. The right of ingress and egress at all times for the purpose of conducting subsidence mitigation and restoration work of the property and for reconstruction of drainage patterns which may be necessary to correct any material damage to the surface of the property resulting from subsidence and to the property or other land subsided by the mining of coal by the Grantee and which may be required by law, regulation or agreement in force this date or hereinafter imposed.

b. The right to enter upon the property at any time for the purpose of surveying, monitoring, soil and grade testing, exploratory drilling, installation of monitoring stations, inventory and inspection of structures and improvements or other purposes related to the mining of coal by the Grantee; provided that except in the case of emergency, Grantee shall notify Grantors in writing at least five (5) days prior to the date Grantee intends to access the property providing Grantors the intended date of access, the duration of the access and the intended reason for the access. Grantors may object to such access only upon good cause shown, and Grantors' failure to notify Grantee in writing of any objection within five (5)

days after receipt of Grantee's notice shall be deemed to be Grantors lack of objection thereto. Grantors shall not unreasonably withhold access. In the event of access for any reason by Grantee, Grantee shall pay Grantors or Grantors' tenant for any damage to growing crops on the property as a result of Grantee's activities on the property under this paragraph.

c. The right to use underground passageways and voids before or after said coal is mined, for the purpose of transporting coal from the property conveyed herein or from other lands and for all lawful purposes, in perpetuity, including without limitation, disposal of coal slurry, coal combustion materials, carbon dioxide and any other substances which may be lawfully placed in any underground void; and the right to use any voids, geological formations, coal seams or strata lying under the surface of the property for all lawful purposes, including carbon dioxide sequestration.

Grantors covenant that Grantors will not, for a period of ten (10) years from the date of this deed, without Grantee's written permission, (a) construct or place any new structures or facilities upon the property, or (b) construct or place any improvements to existing structures or facilities upon the property which cost over Ten Thousand Dollars (\$10,000.00). The term of structure prohibition shall be for the aforementioned period of ten (10) years provided that if coal mine subsidence occurs prior to the end of said term before completion of mining operations under the property, this agreement shall be extended, if necessary, until one (1) year after mining under the property is completed.

All covenants, rights and privileges herein shall run with the land and be binding on the heirs, successors and assigns of the parties hereto.

This conveyance is subject to all easements, rights-of-way, permits, restrictions and mineral exceptions, if any.

A copy of the Declaration of Power of Attorney of Wayne F. Timmons is attached hereto.

Dated this 22 day of June, 2010.

DUPLICATION PROHIBITED PROPERTY

Linda Sue Gardner POA
WAYNE F. TIMMONS,
in his individual capacity,
by his Attorney-in-Fact, Linda S. Gardner

Linda Sue Gardner POA
WAYNE F. TIMMONS,
in his capacity as Trustee of the WAYNE
TIMMONS DECLARATION OF TRUST
dated July 9, 1982, by his Attorney-in-Fact,
Linda S. Gardner

Linda Sue Gardner POA
WAYNE F. TIMMONS,
in his capacity as Successor Trustee of the
HELEN EILEEN TIMMONS
DECLARATION OF TRUST dated July 9,
1982, by his Attorney-in-Fact, Linda S.
Gardner

MONTGOMERY COUNTY, IL RECORDER

STATE OF Illinois)
) SS:
COUNTY OF Montgomery)

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that LINDA S. GARDNER, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said foregoing instrument, as attorney-in-fact for WAYNE F. TIMMONS, in his individual capacity, as attorney-in-fact of WAYNE F. TIMMONS, in his capacity as Trustee under the provisions of and pursuant to that certain trust agreement known as the WAYNE TIMMONS DECLARATION OF TRUST dated July 9, 1982, and as attorney-in-fact for WAYNE F. TIMMONS, in his capacity as Successor Trustee under the provisions of and pursuant to that certain trust agreement known as the HELEN EILEEN TIMMONS DECLARATION OF TRUST dated July 9, 1982, as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 22 day of June, 2010.



Stephanie Scheiter
NOTARY PUBLIC (sign name)

County of Residence: Madison
My Comm. Expires: 8/21/10

Stephanie Scheiter
NOTARY PUBLIC (print name)

THIS DEED REPRESENTS A TRANSACTION EXEMPT UNDER PROVISIONS OF THE REAL ESTATE TRANSFER TAX ACT AS A DEED OR TRUST DOCUMENT WHERE THE ACTUAL CONSIDERATION IS LESS THAN \$100.00. (35 ILCS 200/31-45(E))

William C. Illingworth
William C. Illingworth

THIS DOCUMENT PREPARED BY:

William C. Illingworth
RHINE ERNEST LLP
Old National Place
One Main Street, Suite 600
Evansville, Indiana 47708-1464
Telephone: (812) 759-0600
Facsimile: (812) 759-0601

UPON RECORDING, RETURN TO:

Montgomery Land Company, LLC
208 Public Square, 4th Floor
Benton, Illinois 62812

SEND FUTURE TAX STATEMENTS TO:

Montgomery Land Company, LLC
208 Public Square, 4th Floor
Benton, Illinois 62812

DUPLICATION PROHIBITED PROPERTY OF MONTGOMERY COUNTY, IL RECORDER

REV. 5/96

ILLINOIS STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY

(NOTICE: THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE [YOUR "AGENT"] BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO PLEDGE, SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU. THIS FORM DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS; BUT WHEN POWERS ARE EXERCISED, YOUR AGENT WILL HAVE TO USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS FORM AND KEEP A RECORD OF RECEIPTS, DISBURSEMENTS AND SIGNIFICANT ACTIONS TAKEN AS AGENT. A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS THE AGENT IS NOT ACTING PROPERLY. YOU MAY NAME SUCCESSOR AGENTS UNDER THIS FORM BUT NOT CO-AGENTS. UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THIS POWER IN THE MANNER PROVIDED BELOW, UNTIL YOU REVOKE THIS POWER OR A COURT ACTING ON YOUR BEHALF TERMINATES IT, YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME DISABLED. THE POWERS YOU GIVE YOUR AGENT ARE EXPLAINED MORE FULLY IN SECTION 45/3-4 OF THE ILLINOIS "STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY LAW" OF WHICH THIS FORM IS A PART [SEE THE BACK OF THIS FORM]. THAT LAW EXPRESSLY PERMITS THE USE OF ANY DIFFERENT FORM OF POWER OF ATTORNEY YOU MAY DESIRE. IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU.)

POWER OF ATTORNEY made this 10th day of February, 1999
(month) (year)

I, Wayne F. Timmons, 15110 N. 9th Avenue
(insert name and address of principal)

of the City of Hillsboro County of Montgomery in the
State of Illinois

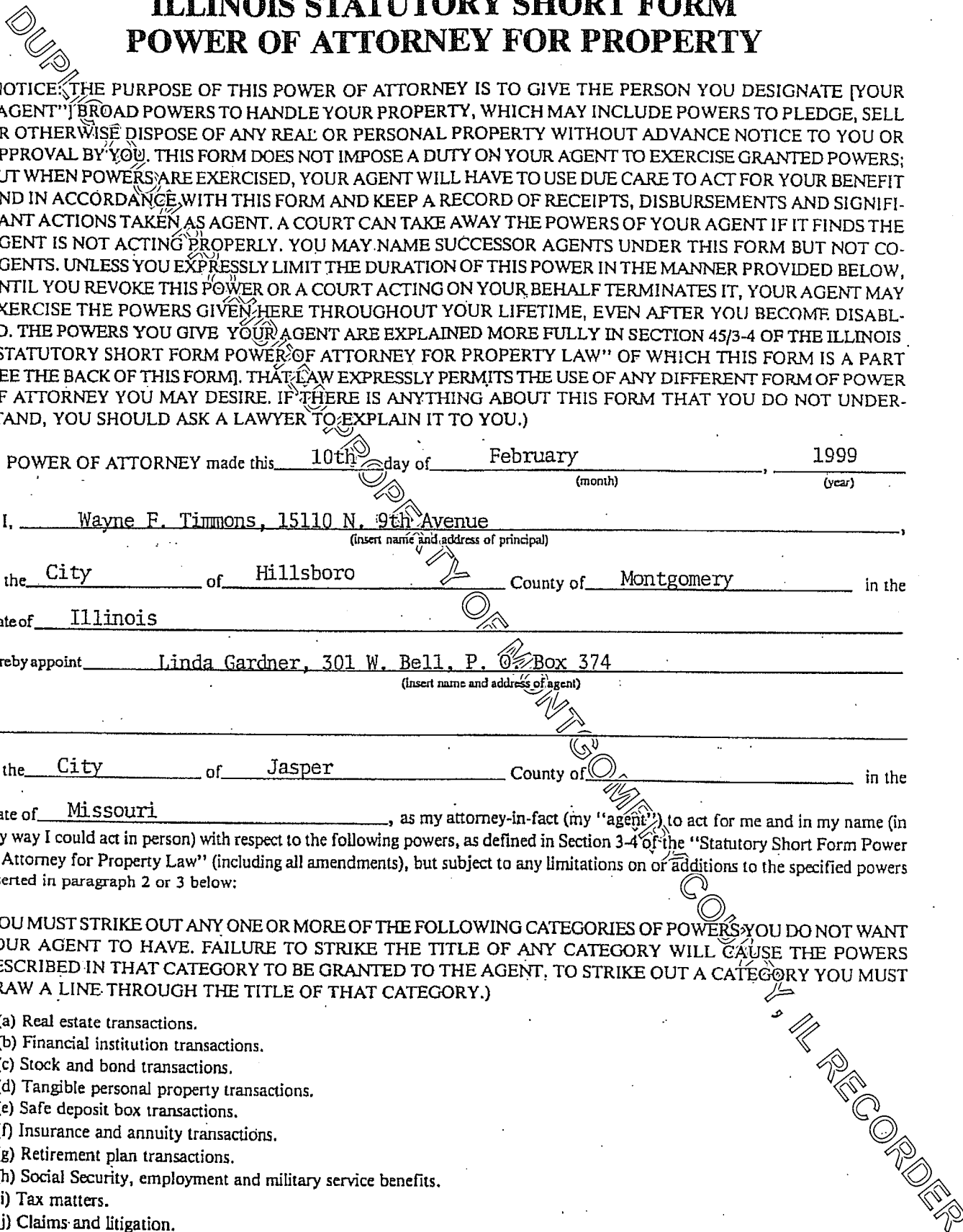
hereby appoint Linda Gardner, 301 W. Bell, P. O. Box 374
(insert name and address of agent)

of the City of Jasper County of _____ in the
State of Missouri

_____, as my attorney-in-fact (my "agent") to act for me and in my name (in any way I could act in person) with respect to the following powers, as defined in Section 3-4 of the "Statutory Short Form Power of Attorney for Property Law" (including all amendments), but subject to any limitations on or additions to the specified powers inserted in paragraph 2 or 3 below:

(YOU MUST STRIKE OUT ANY ONE OR MORE OF THE FOLLOWING CATEGORIES OF POWERS YOU DO NOT WANT YOUR AGENT TO HAVE. FAILURE TO STRIKE THE TITLE OF ANY CATEGORY WILL CAUSE THE POWERS DESCRIBED IN THAT CATEGORY TO BE GRANTED TO THE AGENT. TO STRIKE OUT A CATEGORY YOU MUST DRAW A LINE THROUGH THE TITLE OF THAT CATEGORY.)

- (a) Real estate transactions.
- (b) Financial institution transactions.
- (c) Stock and bond transactions.
- (d) Tangible personal property transactions.
- (e) Safe deposit box transactions.
- (f) Insurance and annuity transactions.
- (g) Retirement plan transactions.
- (h) Social Security, employment and military service benefits.
- (i) Tax matters.
- (j) Claims and litigation.
- (k) Commodity and option transactions.
- (l) Business operations.
- (m) Borrowing transactions.
- (n) Estate transactions.
- (o) All other property powers and transactions.



(LIMITATIONS ON AND ADDITIONS TO THE AGENT'S POWERS MAY BE INCLUDED IN THIS POWER OF ATTORNEY IF THEY ARE SPECIFICALLY DESCRIBED BELOW.)

2. The powers granted above shall not include the following powers or shall be modified or limited in the following particulars (here you may include any specific limitations you deem appropriate, such as a prohibition or conditions on the sale of particular stock or real estate or special rules on borrowing by the agent):

3. In addition to the powers granted above, I grant my agent the following powers (here you may add other delegable powers including, without limitation, power to make gifts, exercise powers of appointment, name or change beneficiaries or joint tenants or revoke or amend any trust specifically referred to below):

(YOUR AGENT WILL HAVE AUTHORITY TO EMPLOY OTHER PERSONS AS NECESSARY TO ENABLE THE AGENT TO PROPERLY EXERCISE THE POWERS GRANTED IN THIS FORM, BUT YOUR AGENT WILL HAVE TO MAKE ALL DISCRETIONARY DECISIONS. IF YOU WANT TO GIVE YOUR AGENT THE RIGHT TO DELEGATE DISCRETIONARY DECISION-MAKING POWERS TO OTHER, YOU SHOULD KEEP THE NEXT SENTENCE, OTHERWISE IT SHOULD BE STRUCK OUT.)

4. My agent shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decision-making to any person or persons whom my agent may select, but such delegations may be amended or revoked by any agent (including any successor) named by me who is acting under this power of attorney at the time of reference.

(YOUR AGENT WILL BE ENTITLED TO REIMBURSEMENT FOR ALL REASONABLE EXPENSES INCURRED IN ACTING UNDER THIS POWER OF ATTORNEY. STRIKE OUT THE NEXT SENTENCE IF YOU DO NOT WANT YOUR AGENT TO ALSO BE ENTITLED TO REASONABLE COMPENSATION FOR SERVICES AS AGENT.)

5. My agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.

(THIS POWER OF ATTORNEY MAY BE AMENDED OR REVOKED BY YOU AT ANY TIME AND IN ANY MANNER. ABSENT AMENDMENT OR REVOCATION, THE AUTHORITY GRANTED IN THIS POWER OF ATTORNEY WILL BECOME EFFECTIVE AT THE TIME THIS POWER IS SIGNED AND WILL CONTINUE UNTIL YOUR DEATH UNLESS A LIMITATION ON THE BEGINNING DATE OR DURATION IS MADE BY INITIALING AND COMPLETING EITHER (OR BOTH) OF THE FOLLOWING:)

6. () This power of attorney shall become effective on

February 10, 1999

(insert a future date of event during your lifetime, such as court determination of your disability, when you want this power to first take effect.)

7. () This power of attorney shall terminate on _____

(insert a future date or event, such as court determination of your disability, when you want this power to terminate prior to your death.)

(IF YOU WISH TO NAME SUCCESSOR AGENT, INSERT THE NAME(S) AND ADDRESS(ES) OF SUCH SUCCESSOR(S) IN THE FOLLOWING PARAGRAPH.)

8. If any agent named by me shall die, become incompetent, resign or refuse to accept the office of agent, I name the following (each to act alone, and successively, in the order named) as successor(s) to such agent:

COPIATION PROHIBITED BY THE COUNTY RECORDER

11/2005 THIS IS A LEGAL DOCUMENT - DIRECT ANY QUESTIONS TO PRIVATE LEGAL COUNSEL version

PLAT ACT - AFFIDAVIT

TO BE FILED WITH ANY TRANSFERS OF LAND DOCUMENTS RECORDED WITH THE COUNTY CLERK/RECORDER OF MONTGOMERY COUNTY 765 ILCS 205/1 States in part:

"WHENEVER the owner of land subdivides it into two or more parts, any of which is less than five acres, he must have it surveyed and a Subdivision plat thereof made by an Illinois Registered Land Surveyor." Therefore, before a transfer document is accepted for recording in Montgomery County, IL, this affidavit must be signed and presented with the transfer document.

State of Illinois) SS. County of Montgomery)

Affiant is (agent for) (an officer of) (one of) the grantor(s) in a (deed) (lease) (contract) transferring interest in the real estate described in the accompanying document. Affiant further states this transfer is exempt and not in violation of the Illinois Plat Act, 765 ILCS 205/1, for one of the following reasons: (Except as provided in sub-section (c) of this Section, the provisions of this Act do not apply and no subdivision plat is required in any of the following instances):

(CIRCLE NUMBER BELOW WHICH IS APPLICABLE TO ATTACHED DOCUMENT.)

- 1. Not a division of land (parcel already has an existing county real estate tax identification number)
2. The division or subdivision of land into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access;
3. The division of lots or blocks of less than one acre in any recorded subdivision, which does not involve any new streets or easements of access;
4. The sale or exchange of parcels of land between owners of adjoining and/or contiguous land;
5. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
8. Conveyances made to correct descriptions in prior conveyances;
9. The sale or exchange of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
10. The sale of a single lot of less than five acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

(CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED TRANSFER DOCUMENT BEFORE RECORDING THE TRANSFER DOCUMENT IN MONTGOMERY COUNTY, IL.)

Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Montgomery County, Illinois, to accept the attached transfer document for recording.

Affiant Signature



Subscribed and sworn to before me this 10th day of October, 2009.

Notary Public

Subject to any County and City zoning ordinances. Check the following if it applies:

Plat Act Approval is not required because parcel is located wholly within municipal limits of which does not require Plat Act compliance.

Affiant Signature