

**REAL ESTATE SALE CONTRACT WITH RIGHTS OF BOTH BUYER AND SELLER TO
CONDUCT 1031 EXCHANGE**

1. _____, (Purchaser) agrees to purchase at a price of \$ _____ for 247,5 acres MOL on the terms set forth herein, said property being 2300 N 37th Road, Serena, IL, on the south side of N 37th Road, Serena, I, more particularly described as: the Legal Description of the property is contained on Exhibit A to this contract.

2. DJJ Farming LLC (Seller) agrees to sell the real estate and the property described above, if any, at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser or nominee, title thereto by a recordable Special Warranty Deed, with release of homestead rights, if any, and a proper bill of sale, subject only to: (a) covenants, conditions and restrictions of record; (b) private, public and utility easements and roads and highways, if any; (c) general taxes for the year 2023 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year 2023, (d) matters of survey and (e) private easements and covenants, conditions and restrictions of record all of which will be "permitted exceptions".

3. Purchaser shall make the following earnest money deposit to be applied on the purchase price: \$100,000 by certified funds, that is certified check, cashier's check or bank money order on the date of the Auction upon execution of this Agreement to the order of Brian DeBolt Auction Service, Inc., and they agree to pay or satisfy the balance of the purchase price in full at the time of closing. The earnest money shall be held by the Auctioneer for the mutual benefit of the parties.

4. The closing shall be at 9:00 AM on September 22, 2022 at the Title Company, Chicago Title Insurance Company, 605 E. Etna Road, Ottawa, Illinois, 61350.

This contract is subject to the Conditions and Stipulations set forth on the following pages, which Conditions and Stipulations are made a part of this contract. Dated August 26, 2023.

PURCHASER:

SELLER:

The DJJ Farming LLC

By _____
One of its managers

CONDITIONS AND STIPULATIONS

1. Title Commitment. Seller has delivered to Purchaser and Purchaser acknowledges receipt of Chicago Title Insurance Company Commitment 23LS04112AU. Purchaser stipulates that this commitment is sufficient and it accepts the condition of title as disclosed in the title commitment. A copy of that commitment is attached to this Contract as Exhibit B.
2. Survey. Seller has disclosed to Purchaser and purchaser acknowledges receipt of the boundary survey of the property done by RB Associates Consulting dated August 17, 2023, its job DWG # 2023-16475-247 D. Purchaser accepts the conditions of survey disclosed thereon. A copy of that survey is attached to this contract as Exhibit C.
2. Current Lease. The Property is currently farmed by a tenant of Seller. Possession shall be granted to Purchaser at closing, provided that if the existing crop has not been harvested by the date of closing, Seller's Tenant shall have the right to enter the property and harvest the crop after closing.
3. Prorations. General real estate taxes for 2023 and subsequent years shall be Purchaser's expense. Seller shall provide Purchaser at closing a credit for 2023 real estate taxes equal to the date of closing prorated based on the 2022. Seller shall be entitled to the entire farm rent for 2023.
4. Seller shall pay the amount of any stamp tax imposed by State law on the transfer of the title, and Seller shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois. The parties will endeavor to organize a simultaneous close of the property to eliminate or minimize transfer taxes.
5. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.
6. This sale shall be closed through an escrow with the Title Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by the Title Company, with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and this contract and the earnest money shall be deposited in the escrow. If this is a cash sale, the parties shall each be responsible for one-half of the Title Company's closing fee. In the event purchaser has a mortgage at closing, Purchaser shall pay all of the Title Company's closing fee.
8. Time is of the essence of this contract.
9. Seller represents that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section. Seller will furnish Purchaser at closing the Exemption Certification set forth in said Section. Each party shall supply the Title Company with a FIRPTA statement and/or a W-9 statement if so requested.

10. The property several farm structures including a former farm residence which is uninhabitable. Seller and Purchaser hereby stipulate that the **RESIDENTIAL REAL PROPERTY DISCLOSURE ACT, 765 ILCS 77/5 et seq.** does not apply to this transaction DJJ Farming LLC (i) never occupied the residential real property and (ii) never had the management responsibility for the residential real property nor delegated such responsibility for the residential real property to another person or entity. Purchaser acknowledges that it has had the opportunity to inspect the property, Seller has made no representation as to the property and this sale is "AS IS." Purchaser and Seller agree that the disclosure requirements of the Illinois Responsible Property Transfer Act do not apply to the transfer contemplated by this contract.

11. Each party acknowledges the other party may wish to dispose of or acquire the Real Estate or any part thereof by way of a tax-deferred exchange. Each party agrees to cooperate with the other party to effect the transaction described in this Agreement with respect to the Real Estate as a tax-deferred exchange pursuant to Internal Revenue Code Section 1031. To the extent that Seller has not found suitable exchange property which Seller is able to close concurrently with the closing hereof, Seller shall have the right to consummate the transaction as a delayed or "Starker" exchange transaction, using a third-party intermediary and/or a cooperating exchange property owner. Each party, upon the other party's request agrees to execute such other documents and instruments, as may be reasonably requested to accomplish the intent of this section, including a novation of this Agreement substituting an exchange property owner or a third-party intermediary for Seller or Purchaser under this Agreement. For purposed of the Exchanges as used herein, Purchaser shall also refer to the Replacing Exchanger and Seller shall also refer to the Relinquishing Exchanger.

12. Notices. All notices must be in writing and given at the applicable party's addresses stated on the hereafter in this Agreement. All notices provided or permitted to be given under this Agreement may be served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; by delivering the same in person to such party by a nationally-recognized, overnight delivery service (e.g., FedEx); or by electronic mail transmission during normal business hours with a confirmation copy delivered by another method permitted under this Section 12. Notice given in accordance herewith shall be effective upon delivery to the physical or electronic mail address of the addressee. Notices given by counsel to Purchaser shall be deemed given by Purchaser, and notices given by counsel to Seller shall be deemed given by Seller. Any party may change its notice address by delivering a notice of such change to the other party in accordance with this

Notice to SELLER:

**DJJ FARMS, LLC
6110 ILLINOIS STATE ROUTE 71
OSWEGO, IL 60543
ATTN: JAMES HAMMAN, MANAGER
EMAIL: LAURAHAMMAN@COMCAST.NET**

With a copy to

**JOHN DUGGAN
DUGGAN LAW OFFICES
181 S. LINCOLNWAY
NORTH AURORA, IL 60542
EMAIL: DUGGANJPD@AOL.COM;
JUDY@DUGGANLAW.US**

Notice to BUYER: _____ (name)
_____ (address)
_____ (city, state and zip code)
_____ (email)

And in either event by email to debolt1133@sbcglobal.net

EXHIBIT A

THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 36, PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, PART OF THE WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 36, PART OF THE EAST HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE RIVER, THAT PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 1, TOWNSHIP 34 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE RIVER, AND THAT PART OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 34 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE RIVER, ALL DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE SOUTH 89 DEGREES 4 MINUTES 16 SECONDS EAST 150.03 FEET ON THE NORTH LINE OF SAID SECTION 36; THENCE SOUTH 0 DEGREES 53 MINUTES 40 SECONDS EAST 30.01 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 16 SECONDS WEST 125.02 FEET PARALLEL TO SAID NORTH LINE; THENCE SOUTH 0 DEGREES 37 MINUTES 53 SECONDS EAST 2,613.60 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 38 MINUTES 48 SECONDS EAST 1,329.68 FEET ON THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 0 DEGREES 12 MINUTES 08 SECONDS EAST 174.91 FEET; THENCE SOUTH 88 DEGREES 48 MINUTES 13 SECONDS EAST 192.98 FEET; THENCE NORTH 0 DEGREES 47 MINUTES 21 SECONDS EAST 254.81 FEET; THENCE NORTH 88 DEGREES 21 MINUTES 34 SECONDS EAST 395.76 FEET; THENCE NORTH 7 DEGREES 03 MINUTES 11 SECONDS WEST 328.85 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 790.81 FEET TO A LONG ESTABLISHED FENCE LINE MARKING THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE SOUTH 1 DEGREES 16 MINUTES 09 SECONDS EAST 421.98 FEET ON SAID EAST LINE TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 0 DEGREES 42 MINUTES 19 SECONDS EAST 2,145.51 FEET ALONG A LONG ESTABLISHED FENCE LINE MARKING THE EAST LINE OF SAID SOUTHWEST QUARTER TO THE NORTH EDGE OF THE FOX RIVER; THENCE SOUTH 76 DEGREES 12 MINUTES 48 SECONDS WEST 585.72 FEET ALONG SAID NORTH EDGE; THENCE NORTH 89 DEGREES 23 MINUTES 06 SECONDS WEST 310.05 FEET ALONG SAID NORTH EDGE; THENCE SOUTH 69 DEGREES 42 MINUTES 09 SECONDS WEST 324.05 FEET ALONG SAID NORTH EDGE; THENCE SOUTH 77 DEGREES 51 MINUTES 47 SECONDS WEST 396.04 FEET ALONG SAID NORTH EDGE; THENCE SOUTH 70 DEGREES 16 MINUTES 16 SECONDS WEST 320.67 FEET ALONG SAID NORTH EDGE; THENCE SOUTH 57 DEGREES 59 MINUTES 41 SECONDS WEST 235.66 FEET ALONG SAID NORTH EDGE; THENCE SOUTH 68 DEGREES 57 MINUTES 29 SECONDS WEST 256.79 FEET ALONG SAID NORTH EDGE; THENCE SOUTH 83 DEGREES 01 MINUTES 49 SECONDS WEST 334.75 FEET ALONG SAID NORTH EDGE; THENCE NORTH 88 DEGREES 04 MINUTES 41 SECONDS WEST 364.21 FEET ALONG SAID NORTH EDGE; THENCE NORTH 89 DEGREES 18 MINUTES 38 SECONDS WEST 362.37 FEET ALONG SAID NORTH EDGE; THENCE SOUTH 88 DEGREES 01 MINUTES 15 SECONDS WEST 266.49 FEET ALONG SAID NORTH EDGE; THENCE NORTH 64 DEGREES 29 MINUTES 30 SECONDS WEST 504.81 FEET ALONG SAID NORTH EDGE TO THE NORTH LINE OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 2 LYING NORTH OF THE RIVER; THENCE SOUTH 89 DEGREES 38 MINUTES 48 SECONDS EAST 91.87 FEET ON SAID NORTH LINE TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE NORTH 0 DEGREES 54 MINUTES 37 SECONDS WEST 2,644.64 FEET ON THE WEST LINE OF SAID EAST HALF TO THE NORTHWEST CORNER OF SAID EAST HALF; THENCE SOUTH 89 DEGREES 37 MINUTES 30 SECONDS EAST 1,320.58 FEET ON THE NORTH LINE OF SAID EAST HALF TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE NORTH 0 DEGREES 53 MINUTES 40 SECONDS WEST 2,643.80 FEET ON THE WEST LINE OF SAID NORTHWEST QUARTER TO THE POINT OF BEGINNING; SITUATED IN LASALLE COUNTY, ILLINOIS.

Common Address: 2300 N 37th Road, Serena, IL

Permanent Tax No.: 09-35-403-000

Permanent Tax No.: 09-35-404-000

Permanent Tax No.: 09-36-105-000

Permanent Tax No.: 09-36-302-000

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

23LS04112AU

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, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

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

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

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

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. 23LS04112AU

Transaction Identification Data for reference only:

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company, LLC 2000 West Galena Blvd., Suite 105 Aurora, IL 60506 Main Phone: (630)892-3775 Email: auroraescrow@ctt.com	Chicago Title and Trust Company 2000 West Galena Blvd., Suite 105 Aurora, IL 60506 Main Phone: (630)892-3775 Main Fax: (630)892-9241

Issued By: John P. Duggan
 181 S Lincolnway
 North Aurora, IL 60542

Order Number: 23LS04112AU

Property Ref.: Edna Rhodes Farm, IL

SCHEDULE A

1. Commitment Date: July 21, 2023
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2006
 Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 Proposed Policy Amount: \$10,000.00
 - (b) ALTA Loan Policy 2006
 Proposed Insured: Lender with a contractual obligation under a loan agreement with the Proposed Insured, its successors and/or assigns as their respective interests may appear
 Proposed Policy Amount: \$10,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:
 Fee Simple
4. The Title is, at the Commitment Date, vested in:
 DJJ Farming LLC, an Illinois Limited Liability Company

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SCHEDULE A

(continued)

5. The Land is described as follows:

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SCHEDULE A
(continued)

SAID SECTION 36; THENCE NORTH 0 DEGREES 53 MINUTES 40 SECONDS WEST 2,643.80 FEET ON THE WEST LINE OF SAID NORTHWEST QUARTER TO THE POINT OF BEGINNING;

SITUATED IN LASALLE COUNTY, ILLINOIS.

END OF SCHEDULE A

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SCHEDULE B, PART I REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. **The 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.**
7. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago 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 Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.
10. The Company should be provided a statement from the borrower(s) relative to any mortgage identified in Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or postponed payments or other restructuring of the debt secured by the mortgage.
11. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

END OF SCHEDULE B, PART I

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

Title Insurance Agent:

John P. Duggan
181 S Lincolnway
North Aurora, IL 60542
Phone: (630)897-0900
Fax: (630)897-9500

Authorized Signatory

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**SCHEDULE B, PART II
EXCEPTIONS**

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

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

General Exceptions

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
6. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.**
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

- A 8. Taxes for the years 2022 and 2023.

Taxes for the year 2022 are payable in two installments.

The first installment amounting to \$1,237.99 is paid of record.

The second installment amounting to \$1,237.99 is not delinquent before September 6, 2023.

Taxes for the year 2023 are not yet due and payable.

Permanent Tax No.: 09-35-403-000

(Affects part of the land)

- B 9. Taxes for the years 2022 and 2023.

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

Taxes for the year 2022 are payable in two installments.

The first installment amounting to \$497.37 is paid of record.

The second installment amounting to \$497.37 is not delinquent before September 6, 2023.

Taxes for the year 2023 are not yet due and payable.

Permanent Tax No.: 09-35-404-000

(Affects part of the land)

C 10. Taxes for the years 2022 and 2023.

Taxes for the year 2022 are payable in two installments.

The first installment amounting to \$16.76 is paid of record.

The second installment amounting to \$16.76 is not delinquent before September 6, 2023.

Taxes for the year 2023 are not yet due and payable.

Permanent Tax No.: 09-36-105-000

(Affects part of the land)

D 11. Taxes for the years 2022 and 2023.

Taxes for the year 2022 are payable in two installments.

The first installment amounting to \$1,070.41 is paid of record.

The second installment amounting to \$1,070.41 is not delinquent before September 6, 2023.

Taxes for the year 2023 are not yet due and payable.

Permanent Tax No.: 09-36-302-000

(Affects part of the land)

E 12. Taxes for the years 2022 and 2023.

Taxes for the year 2022 are payable in two installments.

The first installment amounting to \$703.12 is paid of record.

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

The second installment amounting to \$703.12 is not delinquent before September 6, 2023.

Taxes for the year 2023 are not yet due and payable.

Permanent Tax No.: 09-36-303-000

(Affects part of the land)

F 13. Taxes for the years 2022 and 2023.

Taxes for the year 2022 are payable in two installments.

The first installment amounting to \$1,890.75 is paid of record.

The second installment amounting to \$1,890.75 is not delinquent before September 6, 2023.

Taxes for the year 2023 are not yet due and payable.

Permanent Tax No.: 09-36-304-000

(Affects part of the land)

G 14. Taxes for the years 2022 and 2023.

Taxes for the year 2022 are payable in two installments.

The first installment amounting to \$10.42 is paid of record.

The second installment amounting to \$10.42 is not delinquent before September 6, 2023.

Taxes for the year 2023 are not yet due and payable.

Permanent Tax No.: 09-44-100-000

(Affects part of the land)

H 15. Taxes for the years 2022 and 2023.

Taxes for the year 2022 are payable in two installments.

The first installment amounting to \$30.70 is paid of record.

The second installment amounting to \$30.70 is not delinquent before September 6, 2023.

Taxes for the year 2023 are not yet due and payable.

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

Permanent Tax No.: 09-45-200-000

(Affects part of the land)

- I 16. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
- R 17. Our title-finding is for convenience only and is based on the assumption The Company will be furnished with satisfactory Documentation supporting the validity of the Quit Claim Deed recorded March 20, 2017 as Document No. 2017-03876 from Donald J. Hamman Revocable Trust dated October 30, 2008, Carol S. Hamman, Successor Trustee, as to an undivided one-half interest, and Hamman Revocable Trust dated October 30, 2008, Carol S. Hamman, Trustee, as to an undivided one-half interest, to DJJ Farming LLC, an Illinois Limited Liability Company, and is subject to our receipt and review of the Documentation requested herein:
- (1.) The Company should be furnished the following:
- a. A Certification of the Carol S. Hamman Revocable Trust dated October 30, 2008 executed by the trustee in accordance with 760 ILCS 3/1013, together with excerpts of the trust agreement and amendments thereto relating to the designation of trustees and the power of the trustee to act in the current transaction, or
- b. In the alternative, the trustee, in his or her sole discretion, may deliver to the Company a full copy of the trust agreement together with all amendments thereto.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

AND

Terms, powers, provisions, and limitations of the Carol S. Hamman Revocable Trust dated October 30, 2008 under which title to the Land is held.

(2.) It appears that the original trustee in title is deceased. Relative thereto, the Company should be furnished the following:

- a) A Certification of the Donald J. Hamman Revocable Trust dated October 30, 2008 executed by the current trustee in accordance with 760 ILCS 5/8.5, together with excerpts of the trust agreement and amendments thereto relating to the designation of trustees and the power of the trustee to act in the current transaction, or
- b) In the alternative, the current trustee, in his or her sole discretion, may deliver to the Company
- (1) A certified or uncertified copy of the Death Certificate of the original trustee;
- (2) A certified copy of the original trust agreement, together with any amendments thereto; and
- (3) Certified copies of the appointment and acceptance of Carol S. Hamman, the Successor Trustee.

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

The Company reserves the right to add additional items or make further requirements after review of the requested information.

AND

Terms, powers, provisions, and limitations of the Donald J. Hamman Revocable Trust dated October 30, 2008 under which title to the Land is held.

J 18. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.

K 19. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: DJJ Farming LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

L 20. The Land described in Schedule A either is unsubdivided property or constitutes part of a subdivided lot. As a result, a Plat Act Affidavit should accompany any conveyance to be recorded. In the alternative, compliance should be had with the provisions of the Plat Act (765 ILCS 205/1 et seq.)

M 21. Any right, interest or claim that may exist, arise or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.

N 22. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

used for road purposes, together with utility rights therein.

- O 23. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
24. Rights, if any, of the United States of America, the State of Illinois, the municipality and the public in and to that part of the Land within the bed of the Fox River; and the rights of other owners of land bordering on the river in respect to the water of said river.
25. Pipeline Easements in favor of MAPCO Inc. recorded December 28, 1973 as document numbers 599240 and 599241. Assigned to Mid-America Pipeline Company, LLC by Assignment and Assumption Agreement recorded August 5, 2003 as document number 2003-26996.
26. Pipeline Easements in favor of Hydrocarbon Transportation, Inc. recorded January 9, 1970 as document number 558580 and recorded April 17, 1970 as document number 560284. Assigned to Oneok North Systems, L.L.C. by a Conveyance and Assignment of Easements, Licenses, Permits and Leases recorded October 9, 2007 as document number 2007-24504.
- Q 27. Terms and provisions of an unrecorded easement to Commonwealth Edison Company, its successors and assigns, for an electric service line that first runs down the driveway and then crosses the river. Said easement appears to provide service to property across the Fox River.
- P 28. All endorsement requests should be made prior to closing to allow ample time for the company to examine required documentation.
(This note will be waived for policy).

END OF SCHEDULE B, PART II

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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;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (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.

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(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) 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>.

END OF CONDITIONS**1031 EXCHANGE SERVICES**

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

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Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE**

Effective January 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia privacy rights, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

