

Cover page for:

Preliminary Title Insurance Schedules (with copies of recorded exceptions)

Preliminary title insurance schedules prepared by:

Title Underwriters Agency

(File Number: BB290787COM)

Auction Tracts 3 - 7 (Boone County, Illinois)

Note: The parcel number references in the preliminary title insurance schedules are correlated to the auction tract numbers as follows:

Title Company's Parcel Numbers:	Auction Tract Numbers:
I	4
II, III	4, 5
IV	6
V, VI	5, 6
VII, VIII	7
IX, X	3

For March 10, 2021 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Donald K. Busch, Sr., et al.

Title Underwriters Agency
agent for
Chicago Title Insurance Co

Transaction Identification Data for reference only:

Issuing Agent: Title Underwriters Agency
Issuing Office: 417 S. State Street, Belvidere, IL 61008
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: BB290787COM
Issuing Office File Number: BB290787COM
Property Address: XX Shattuck Road; XX Shaw Road; XX Irene Road, ,

Revision Number:
Hud No.

SCHEDULE A

1. Commitment Date: January 20, 2021 at 07:59 AM
2. Policy to be issued:
 - (a) **Owner's Policy: ALTA - 2006 (6/17/06)**
 Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at item 4 of Schedule A
 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:
Donald K. Busch, Sr.
5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

Title Underwriters Agency

By: Kasey Bruner
Authorized Signatory

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Commitment No. BB290787COM

Title Underwriters Agency
agent for
Chicago Title Insurance Co
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.
 - a. Warranty Deed from Donald K. Busch, Sr. and spouse, if any, conveying fee simple title to Purchaser with contractual rights under a purchase agreement with the vested owner identified at item 4 of Schedule A .
 - b. NOTE: Plat Act Affidavit must accompany deed called for above.
 - c. 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.
 - d. Payment and PARTIAL Release of Mortgage from Donald K. Busch, Sr., Individually to Union Savings Bank dated March 1, 2019 and recorded March 14, 2019 as Document No. 2019R01733 to secure an amount not to exceed \$ [REDACTED]; ASSIGNMENT OF RENTS TO Union Savings Bank dated March 1, 2019 and recorded March 14, 2019 as Document No. 2019R01734.
(Affects Parcels I, II, III, IV, V & VI)

The Mortgage set forth above appears to secure a revolving line of credit. If the mortgage is to be paid off through the Company or other Settlement/Escrow Agent it is a requirement that current final pay-off figures closing the account must be obtained together with the necessary consents and/or directions from the borrower to the lender directing that said loan not be re-advanced, that the account be closed, and the mortgage be released of record.

The Company should be provided a statement from the borrower(s) relative to the above mortgage(s) 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.

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Commitment No. BB290787COM

SCHEDULE B
(Continued)

- e. Payment and PARTIAL Release of Mortgage from Donald K. Busch, Sr., a single person, to Union Savings Bank dated December 3, 2019 and recorded December 4, 2019 as Document No. 2019R07242 to secure an amount not to exceed [REDACTED]; ASSIGNMENT OF RENTS TO Union Savings Bank dated December 3, 2019 and recorded December 4, 2019 as Document No. 2019R07243.
(Affects Parcels VII & VIII)

The Mortgage set forth above appears to secure a revolving line of credit. If the mortgage is to be paid off through the Company or other Settlement/Escrow Agent it is a requirement that current final pay-off figures closing the account must be obtained together with the necessary consents and/or directions from the borrower to the lender directing that said loan not be re-advanced, that the account be closed, and the mortgage be released of record.

The Company should be provided a statement from the borrower(s) relative to the above mortgage(s) 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.

- f. Payment and PARTIAL Release of Mortgage from Donald K. Busch A/K/A Donald K. Busch, Sr. to Union Savings Bank dated October 15, 2018 and recorded November 2, 2018 as Document No. 2018R05683 to secure an amount not to exceed [REDACTED]; ASSIGNMENT OF RENTS TO Union Savings Bank dated October 15, 2018 and recorded November 2, 2018 as Document No. 2018R05684.
(Affects Parcels IX & X)

The Mortgage set forth above appears to secure a revolving line of credit. If the mortgage is to be paid off through the Company or other Settlement/Escrow Agent it is a requirement that current final pay-off figures closing the account must be obtained together with the necessary consents and/or directions from the borrower to the lender directing that said loan not be re-advanced, that the account be closed, and the mortgage be released of record.

The Company should be provided a statement from the borrower(s) relative to the above mortgage(s) 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.

- g. A full-sized ALTA Survey, which should be provided 48 hours prior to closing, in addition, the ALTA Statement and Personal Undertaking should be furnished in order to delete the standard exceptions from the final title policy, pending review.

- h. NOTE FOR INFORMATION

All endorsement requests should be made prior to closing to allow ample time for the company to examine required documentation.

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SCHEDULE B
(Continued)**Notes for Information**

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

If the property to be insured is unimproved, or is improved with a structure other than one containing no more than four residential units, extended coverage over the six general exceptions must be requested and an additional charge will be made for such coverage. The Company should be furnished a properly executed ALTA statement and a current ALTA/ACSM or Illinois Land Title Survey certified to the Company. Matters disclosed by the above documentation will be shown specifically.

3. Mortgage policies insuring a first lien position on one to four family properties will contain our Environmental Protection Lien, ALTA endorsement - Form 8.1.
4. 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.

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:

1. 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.
2. Rights or claims of parties in possession not shown by the Public Records.

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Commitment No. BB290787COM

SCHEDULE B
(Continued)

- 3. 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.
- 4. Easements, or claims of easements, not shown by the Public Records.
- 5. Taxes or special assessments which are not shown as existing liens by the Public Records.
- 6. 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.
- 7. Taxes for the year 2020 and subsequent years.

Parcel I:

P.I.N. Number: 08-04-100-007 (2019 \$1,234.22)
Exemption None
Lot Dimensions 35 Acres
Township Spring

Parcel II:

P.I.N. Number: 08-04-100-014 (2019 \$2,372.46)
Exemption None
Lot Dimension 73.92 Acres
Township Spring

Parcel III:

P.I.N. Number: 08-04-300-008 (2019 \$502.30)
Exemption None
Lot Dimension 27.51 Acres
Township Spring

Parcel IV:

P.I.N. Number: 08-04-400-002 (2019 \$1,224.56)
Exemption None
Lot Dimension 62 Acres
Township Spring

Parcel V:

P.I.N. Number: 08-04-400-003 (2019 \$154.30)
Exemption None
Lot Dimension 13 Acres
Township Spring

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SCHEDULE B
(Continued)

Parcel VI:

P.I.N. Number: 08-04-400-004 (2019 \$155.28)
Exemption None
Lot Dimension 12.06 Acres
Township Spring

Parcel VII:

P.I.N. Number: 05-19-327-016 (2019 \$322.04)
Exemption None
Lot Dimension 13.01 Acres
Township Belvidere

Parcel VIII:

P.I.N. Number: 05-19-400-012 (2019 \$493.88)
Exemption None
Lot Dimension 20.26 Acres
Township Belvidere

Parcel IX:

P.I.N. Number: 07-17-400-002 (2019 \$922.92)
Exemption None
Lot Dimension 40 Acres
Township Flora

Parcel X:

P.I.N. Number: 07-17-200-007 (PART OF) (2019 \$2,753.70)
Exemption None
Lot Dimension 129 Acres
Township Flora

8. Title to that part of insured premises that may be within the bounds of any road, highway, street or alley.
9. Ditches, drainage tiles, feeders and laterals, if any.
10. Unrecorded leases, if any, and all rights thereunder of the lessees and of any person claiming by, through or under the lessees.
11. Terms & Conditions thereof as contained in Easement to General Telephone Company of Illinois as recorded in Document No. 74-1919. (Affects Parcel I and II)

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AMERICAN
LAND TITLE
ASSOCIATION



Commitment No. BB290787COM

SCHEDULE B
(Continued)

12. Terms & Conditions thereof as contained in Easement to Northern Illinois Gas Company as recorded in Document No. 2015R05805. (Affects Parcels IV, V, VI)

13. Terms & Conditions of Right of Way permit to General Telephone Company of Illinois as contained in instrument recorded as Document No. 76-2889; Document No. 76-2891; and Document No. 78-446. (Affects Parcels VII & VIII)

14. Rights of the United States of America, State of Illinois, the municipality and the public in and to that part of the land lying within the bed of the Creek; and the rights of other owners of land bordering on the Creek in respect to the unobstructed flow of said river.
(Affects Parcels II, III, V, VI, VII, VIII, IX & X)

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EXHIBIT A

Parcels I & II:

Commencing at the Southeast corner of the Northwest Quarter (1/4) of Section 4, Township 43 North, Range 4 East of the Third Principal Meridian; and running thence North on the East line of said Quarter (1/4) Section to the center of the Highway running diagonally across said Quarter (1/4) Section; thence in a Northwesterly direction along the center of said Highway to the North line of said Section; thence West on said line 16 rods, more or less, to the Northwest corner of said Section; thence South on the West line of said Section to the Southwest corner of the Northwest Quarter (1/4) of said Section; thence East to the place of beginning, excepting therefrom that portion conveyed by R. Robert Funderburg, Trustee under the provisions of a trust agreement dated July 12th, 1955, and Alice Iles Funderburg to the Illinois State Toll Highway Commission in Deed recorded in Book 115 on Page 150, Also excepting therefrom that portion conveyed by K-B Farms, Inc. to Marsha Rucker in Corporation Warranty Deed recorded March 2, 1994, in Document No. 94-1860, described as follows, to-wit: Part of the Northwest Quarter (1/4) of Section 4, Township 43 North, Range 4 East of the Third Principal Meridian, bounded and described as follows, to-wit: Commencing at the Southeast corner of the Northwest Quarter (1/4) of said Section; thence North 00 degrees 41 minutes 26 seconds West, along the East line of the Northwest Quarter (1/4) of said Section, 760.57 feet to the center line of Shattuck Road as now laid out and located which runs Northwesterly and Southeasterly through the Northwest Quarter (1/4) of said Section; thence North 49 degrees 58 minutes 11 seconds West, along the center line of Shattuck Road as aforesaid, 740.00 feet to the point of beginning for the following described Tract; thence continuing North 49 degrees 58 minutes 11 seconds West, along the center line of Shattuck Road as aforesaid, 184.0 feet; thence South 31 degrees 59 minutes 37 seconds West, 477.0 feet; thence South 49 degrees 58 minutes 11 seconds East, parallel with the center line of Shattuck Road as aforesaid, 184.0 feet; thence North 31 degrees 59 minutes 37 seconds East, 477.0 feet to the point of beginning, all being situated in the County of Boone and the State of Illinois.
PINS: 08-04-100-007, 08-04-100-014

Parcel III:

All that part of the East Half (1/2) of the Southwest Quarter (1/4) of Section 4, Township 43 North, Range 4 East of the Third Principal Meridian, in Boone County, Illinois lying North of the property of the Illinois State Toll Highway Commission as described in Judgement Order entered September 9, 1957 in Gen. No. 15248, Circuit Court of Boone County, Illinois, said order being recorded in Common Law Record 60 on Page 173, excepting therefrom that portion conveyed by K-B Farms, Inc. to the Illinois State Toll Highway Authority, an Instrumentality and Administrative Agency of the State of Illinois in Warranty Deed recorded December 3, 2013, as Document No. 2013R09067, described as follows, to-wit: That part of the Southwest Quarter (1/4) of Section 4, Township 43 North, Range 4 East of the Third Principal Meridian, described as follows: Commencing at the Northwest corner of the East Half (1/2) of the Southwest Quarter (1/4) of said Section 4; thence on an Illinois State Plane Coordinate System, East Zone, NAD 83 bearing of South 00 degrees 21 minutes 37 seconds East along the West line of the East Half (1/2) of said Southwest Quarter (1/4), 404.95 feet to the point of beginning; thence South 61 degrees 19 minutes 31 seconds East, 538.69 feet; thence South 00 degrees 00 minutes 00 seconds East, 227.97 feet to the Northerly line of the Jane Adams Memorial Tollway (I-90), Parcel N-3B-41, as described in Judgement Order entered September 9, 1957, Gen. No. 15248, being recorded in Common Law Record Book 60 Page 175; thence North 61 degrees 19 minutes 31 seconds West along said Northerly line, 537.05 feet to the West line of the East Half (1/2) of said Southwest Quarter (1/4); thence North 00 degrees 21 minutes 37 seconds West along said West line, 228.76 feet to the point of beginning, subject to roads and highways; all being situated in the County of Boone and the State of Illinois.
PIN: 08-04-300-008

Parcels IV, V, VI:

Beginning at the Northwest corner of the Southeast Quarter (1/4) of said Section 4; and running thence South on the Quarter (1/4) Section line 93 1/3 Rods, more or less to a point 66 2/3 Rods North of the Southwest corner of said Quarter (1/4) Section; thence at right angles East 160 Rods, more or less, to the East line of said Section; thence North on the Section line to the center of the Highway; thence in a Northwesterly direction along the center of said Highway to the North line of said Southeast Quarter (1/4); thence West on said line to the place of beginning, excepting therefrom that portion conveyed by R. Robert Funderburg, Trustee under the provisions of a trust agreement dated July 12th, 1955, and Alice Iles Funderburg to the Illinois State Toll Highway Commission in Deed recorded in Book 115 on Page 150, and further excepting therefrom that portion conveyed by R. Robert Funderburg, Trustee under the provisions of a trust agreement dated July 12, 1955, and Alice Iles Funderburg to the Illinois State Toll Highway Commission in Deed recorded March 20, 1957, in Book 115 on Page 160, as Document No. 114475; all being situated in the County of Boone and the State of Illinois.
PINS: 08-04-400-002, 08-04-400-003, 08-04-400-004

EXHIBIT A

Parcels VII & VIII:

Part of the South Half (1/2) of Section 19, Township 44 North, Range 3, East of the Third Principal Meridian, bounded and described as follows, to-wit: Commencing at the Northwest corner of the Southeast Quarter (1/4) of said Section; thence South 89 degrees 46 minutes 26 seconds East, along the North line of the Southeast Quarter (1/4) of said Section, 854.30 feet; thence South 00 degrees 36 minutes 22 seconds West, parallel with the West line of the Southeast Quarter (1/4) of said Section, 80.07 feet to the South line of premises conveyed by William R. Thomas and Richard H. Thomas to the People of the State of Illinois by Warranty Deed dated June 3, 1987 and recorded as Document Number 87-2798 in the Recorder's Office of Boone County, Illinois and to the point of beginning for the following described tract; thence South 89 degrees 43 minutes 41 seconds West, 563.33 (553.33 Deed) feet, thence South 78 degrees 45 minutes 57 seconds West, 1413.55 feet to the Westerly right of way line of old Shaw Road; thence South 05 degrees 44 minutes 40 seconds East, along said Westerly right of way line, 107.29 feet to the Easterly right of way line of relocated Shaw Road; thence South 38 degrees 06 minutes 13 seconds East on said Easterly right of way line, 123.31 feet; thence North 87 degrees 30 minutes 06 seconds West, 74.65 feet to the center line of relocated Shaw Road (the last 5 previously described courses being along the Southerly lines of said premises so conveyed to the People of the State of Illinois as aforesaid); thence Southeasterly along the center line of relocated Shaw Road as aforesaid, 170.09 feet to the North line of premises conveyed to Albert C. and Norma E. Petit by Warranty Deed recorded as Document Number 9419 in said Recorder's Office; thence North 84 degrees 15 minutes 20 seconds East, 202.85 feet; thence South 05 degrees 44 minutes 40 seconds East, 220.00 feet to the Southeast corner of said premises so conveyed to Petit as aforesaid and to the North line of premises conveyed by William Robert Thomas and Richard Harold Thomas to Sundstrand Corporation by Warranty Deed dated December 6, 1979 and recorded as Document Number 79-4273 in said Recorder's Office (the last 2 previously described courses being along the North and East lines of said premises so conveyed to Petit as aforesaid); thence South 81 degrees 23 minutes 07 seconds East, 216.43 feet; thence South 69 degrees 49 minutes 55 seconds East, 109.52 feet; thence North 89 degrees 22 minutes 12 seconds East, 303.37 feet; thence South 82 degrees 07 minutes 47 seconds East, 169.89 feet; thence North 81 degrees 54 minutes 07 seconds East, 115.91 feet; thence South 84 degrees 09 minutes 27 seconds East, 241.23 feet; thence South 59 degrees 55 minutes 10 seconds East, 583.38 feet to its intersection with a line which is parallel with the West line of the Southeast Quarter (1/4) of said Section passed through the point of beginning (the last 7 previously described courses being along the North line of said premises so conveyed to Sundstrand Corporation as aforesaid); thence North 00 degrees 36 minutes 22 seconds East, along said parallel line, 1229.70 feet to the point of beginning; situated in the County of Boone and State of Illinois.

PINS: 05-19-327-016, 05-19-400-012

Parcels IX & X:

Part of the Northeast Quarter (1/4) of Section 17, Township 43 North, Range 3 East of the Third Principal Meridian, bounded and described as follows, to-wit: Beginning at the Northeast corner of the Northeast Quarter (1/4) of said Section; thence South 00 degrees 08 minutes 52 seconds West, along the East line of the Northeast Quarter (1/4) of said Section, 386.79 feet; thence South 88 degrees 54 minutes 56 seconds West, 2655.90 feet to a point on the West line of the Northeast Quarter (1/4) of said Section; thence North 00 degrees 00 minutes 12 seconds East, along the West line of the Northeast Quarter (1/4) of said Section, 396.52 feet to the Northwest corner of the Northeast Quarter (1/4) of said Section; thence North 89 degrees 07 minutes 33 seconds East, along the North line of the Northeast Quarter (1/4) of said Section, 2656.71 feet to the point of beginning. Subject to the rights of the public and the State of Illinois in and to those portions thereof taken, used or dedicated for public road purposes; situated in the County of Boone and State of Illinois; AND

Part of the East Half of Section 17, Township 43 North, Range 3 East of the Third Principal Meridian, bounded and described as follows, to-wit: Beginning at the Southwest corner of the Northeast Quarter (1/4) of said Section; thence North 00 degrees 00 minutes 12 seconds East, along the West line of the Northeast Quarter (1/4) of said Section, 1980.35 feet to a point which bears South 00 degrees 00 minutes 12 seconds West, 666.57 feet from the Northwest corner of the Northeast Quarter (1/4) of said Section; thence North 88 degrees 54 minutes 56 seconds East, 2655.22 feet to the East line of the Northeast Quarter (1/4) of said Section; thence South 00 degrees 08 minutes 52 seconds West, along the East line of the Northeast Quarter (1/4) of said Section, 380.58 feet; thence North 89 degrees 51 minutes 08 seconds West, at right angles from the preceding course, 939.51 feet; thence South 00 degrees 08 minutes 52 seconds West, parallel with the East line of the Northeast Quarter (1/4) of said Section, 1006.87 feet; thence North 89 degrees 21 minutes 25 seconds East, 939.60 feet to the East line of the Northeast Quarter (1/4) of said Section, said point being 614.09 feet North from the Southeast corner of the Northeast Quarter (1/4) of said Section, as measured along said Section line; thence South 00 degrees 08 minutes 52 seconds West, along the East line of the Northeast Quarter (1/4) of said Section, 614.09 feet to the Southeast corner of the Northeast Quarter (1/4) of said Section; thence South 00 degrees 08 minutes 51 seconds East, along the East line of the Southeast Quarter (1/4) of said Section, 1325.46 feet to the Southeast corner of the Northeast Quarter (1/4) of the Southeast Quarter

EXHIBIT A

(1/4) of said Section; thence South 89 degrees 06 minutes 07 seconds West, along the South line of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of said Section, 1326.24 feet to the Southwest corner of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of said Section; thence North 00 degrees 05 minutes 42 seconds West, along the West line of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of said Section, 1325.22 feet to the Northwest corner of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of said Section; thence South 89 degrees 05 minutes 27 seconds West, along the South line of the Northeast Quarter (1/4) of said Section, 1325.03 feet to the point of beginning. Subject to the rights of the public and the State of Illinois in and to those portions thereof taken, used, or dedicated for public road purposes; situated in the County of Boone and State of Illinois.
PINS: 07-17-400-002 and PART OF 07-17-200-007

BOONE COUNTY

3163 11166914 C604 Belvidere

74-15181

Form 690 A

Prepared By: R. P. Larson, Of & I
314 South State Street
Belvidere, IL 61008

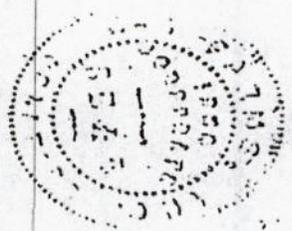
Received of General Telephone Company of Illinois, One Dollar (\$1.00), in consideration of which the undersigned hereby grant unto said Company, its successors and assigns, the right, privilege, easement and authority to construct, operate, patrol and maintain its communication lines including the necessary underground cables, wires, conduits, splicing boxes, surface terminals, markers and appurtenances upon, over and across the land hereinafter specifically described, to form a part of a communication system to be owned and operated by the said Company, its successors and assigns, extending from the lands owned by the said Company and the structures thereon in Boone County, Illinois, to other lands and structures located beyond the lands hereinafter described, and upon, along, under and across the roads, streets, or highways on or adjoining said land hereinafter described, together with the right of access to the said land, with the right to permit the attachment of the wires of any other Company and the right to trim now and hereafter all brush and trees along the said lines as may be necessary for the installation, operation and maintenance of said lines. The property of the undersigned over which this grant is given and the location of the line or lines to be constructed thereon are described as follows: A part of the Northwest One-Quarter (NW 1/4) of Section 31; Township 44 North, Range 4 East; and a part of the Southeast One-Quarter (SE 1/4) of Section 32; Township 44 North, Range 4 East; and a part of the Northwest One-Quarter (NW 1/4) of Section 4; Township 43 North, Range 4 East.

The buried facilities to be placed within one (1) rod South of and adjacent to the South boundary line of the public road now designated as Business Route #20 and also within the road right-of-way on the South side of the said public road, and within one (1) rod West and South of and adjacent to the West and South boundary of the public road now designated as Shattuck Road and also within the road right-of-way on the West and South side of the said public road.

This permit is granted with the provision that General Telephone Company of Illinois will pay for actual crop damage at an average production per acre in the area; based upon the kind of crop at the current seeded or market price at the time of damage.

INFORMATIONAL PURPOSES

attach IV



Witness hand and seal this day of A. D. 1974

STATE OF ILLINOIS
COUNTY OF Boone

R. P. Larson (SEAL)
R. P. Larson (SEAL)

I, *R. P. Larson*, a Notary Public in Boone County and State, do hereby certify that *R. P. Larson* personally known to me and to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that *he* signed, sealed and delivered the said instrument as *his* free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this *16th* day of *July*, A. D. 1974.

Notary Public



Document No. *74-1919* filed for Record in Recorder's office of Boone County, Illinois *Sept. 3, 1974* at *11:37* o'clock *A.M.*

Debra E. Whitmeyer Recorder of Deeds

530 1/2 South State St.
Belvidere, IL 61008

74-1919

1 PAGE

* 2015R05805 *

2015R05805

MARY S. STEURER
BOONE COUNTY CLERK & RECORDER

RECORDED ON

11/02/2015 11:15:04AM

Number Of Pages: 3

REC FEE: 35.00

Sec 4	T 43 N	R 4 E 3rd PM
Spring Twp.		Boone Co.
WO 168007	Pcl 1	
PIN: 08-04-400-002, 08-04-400-003 & 08-04-400-004		

affects TV VI VI

**GRANT OF EASEMENT
TO NICOR GAS COMPANY**

That K-B Farms, Inc, his, her, their successors, assigns, heirs, administrators and executors (hereinafter "Grantor"), in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable considerations, in hand paid by NORTHERN ILLINOIS GAS COMPANY, an Illinois corporation, doing business as NICOR GAS COMPANY (hereinafter "Grantee"), (the sufficiency thereof and receipt of which is hereby acknowledged) does hereby give and grant unto said NICOR GAS COMPANY, its successors and assigns, a perpetual, non-exclusive easement and right-of-way for the purpose of laying, maintaining, operating, renewing, replacing and removing gas mains and any necessary facilities appurtenant thereto, in, upon, under, along and across the Southerly half of the public highway known as Shattuck Rd which extends along the Northerly half and the West half of the public highway known as Spring Center Rd which extends along the East half of the following described property, situated in Boone County, Illinois:

That part of the Southeast Quarter of Section Four, Township 43 North, Range 4 East of the 3rd Principal Meridian, in Boone County, State of Illinois, described as follows: Beginning at the Northwest Corner of the Southeast Quarter of Section Four; and running thence South on the quarter section line 93 1/3 rods, more or less to a point 66 2/3 rods north of the Southwest corner of the said quarter section; thence at right angles East One Hundred and Sixty Rods, more or less, to the East line of said section; thence North on the section line to the center of the highway; thence in a Northwesterly direction along the center of said highway to the North line of said Southeast Quarter; thence West on said line to the place of beginning (excepting that part of the Southeast Quarter of Section Four, Township 43 North Range 4 East of the 3rd Principal Meridian in the County of Boone, State of Illinois, described as follows; commencing at the southwest corner of said Section 4; thence easterly 2638.34 feet along the South line of said Section 4 to the southwest corner of the Southeast Quarter of said Section 4; thence northerly 1099.15 feet along the West Line of the Southeast Quarter of said Section 4 for a point of beginning; thence continuing northerly 188.49 feet along the West line of the Southeast Quarter of said Section 4 to a point; thence southeasterly; forming an angle of 118 degrees 34 minutes 00 seconds to the right of the last described line extended, 396.43 feet to a point; thence westerly, forming an angle of 151 degrees 36 minutes 30 seconds to the right of the last described line extended, 348.15 feet to the point of beginning) all situated in Boone County, Illinois.

together with reasonable right of access thereto for said purposes.

The Grantor represents and warrants to the Grantee that the Grantor is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights conveyed herein.

FOR PURPOSES ONLY

Grantor reserves the right to use the easement property in any manner not inconsistent with the rights granted herein, provided, however, that Grantor shall not build, construct, erect or place, or permit others to build, construct, erect or place, any buildings or public roads over the easement property without the prior written consent of Grantee.

If Grantee encounters any existing drain tile or septic tile (hereinafter individually or collectively "Tile") during the installation of the gas main, Grantee shall support each Tile in an appropriately anchored or supported cradle that will be sloped (as necessary) to match the existing flow line. If Grantee damages any Tile, Grantee will replace that tile "in-kind" or with a comparable substitute.

Grantee shall pay reasonable compensation for all crops situated on Grantor's Property that are damaged or destroyed by Grantee or its contractor during the original installation and/or subsequent, maintenance, repair or removal of Grantee's facilities on Grantor's Property.

IN WITNESS WHEREOF, the Grantor(s) has/have hereunto set his/her/their hand(s) and seal(s) this 8th day of October, A.D., 2015.

K-B Farms, Inc

By: Craig Johnson

Its: V.P.

This document prepared by and is to be returned to:

Nicor Gas Company (mhe)
Land Services Department / 3 East
P.O. Box 190
Aurora, Illinois 60507-9970

Property Address:

SW Corner of Shattuck Rd &
Spring Center Rd
Boone County, IL

RECORD FOR INFORMATIONAL PURPOSES ONLY

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, Julie L. Butler, a Notary Public in and for said County and State and residing in the County of Winnebago, do hereby certify that

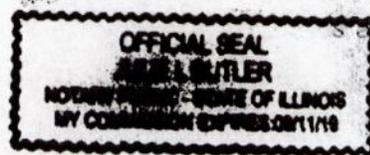
Craig S. Johnson personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered said instrument as his/her/their free and voluntary act for the uses and purposes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

GIVEN under my hand and notarial seal this 8th day of October, A.D., 2015.

Notary:

Julie L Butler

My Commission Expires:



RIGHT OF WAY PERMIT

Received of GENERAL TELEPHONE COMPANY OF ILLINOIS, One Dollar (\$1.00), in consideration of which the undersigned hereby grant unto said Company, its successors and assigns, the right, privilege, easement and authority to construct, operate, patrol and maintain its communication lines including the necessary underground cables, wires, conduits, splicing boxes, surface terminals, markers and appurtenances upon, over and across the land hereinafter specifically described which said land is included in the public highway, to form a part of a communication system to be owned and operated by the said Company, its successors and assigns, extending from the lands owned by the said Company and the structures thereon in Boone Co. County, Illinois, to other lands and structures located beyond the lands hereinafter described, and upon, along, under and across the roads, streets, or highways on or adjoining said land hereinafter described, together with the right of access to the said land hereinafter described, with the right to permit the attachment of the wires of any other Company. The property of the undersigned over which this grant is given and the location of the line or lines to be constructed thereon are described as follows: A part of the Southwest One-Quarter (SW 1/4) of Section 19; Township 44 North, Range 3 East.

The buried facilities to be placed within the road right-of-way on the East side of the road now designated as Shaw Road.

WITNESS their hand and seals this 4th day of June A. D. 1976

STATE OF ILLINOIS

COUNTY OF Boone

I, Ronald P. Larson

X William B. Thomas (SEAL)
William B. Thomas
X Richard H. Thomas (SEAL)
Richard H. Thomas

a Notary Public in and for said County and State, do hereby certify that William B. & Richard H. Thomas personally known to me and to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 4th day of June A. D. 1976

7889 Shaw Rd.
 Belvidere, Ill. 61008

76-2889

Ronald P. Larson
 1980 Notary Public

PAGE 1

Prepared By: R. P. Larson, Of I
 110 W. Locust St. Belvidere

NOTARY PUBLIC FOR INFORMATIONAL PURPOSES

BOONE COUNTY, ILLINOIS RECORDER FOR INFORMATIONAL PURPOSES ONLY

"Document No. 76-2889 filed for Record in Recorder's Office of
Boone County, Illinois Sept 19, 1976 at 11:06 a.m. of A. 11

Debra L. Whitman
llh.

Recorder of Deeds

76-2889

PAGE 2

RECEIVED JUN 05 1976

RIGHT OF WAY PERMIT

FORM 904

Received of GENERAL TELEPHONE COMPANY OF ILLINOIS, One Dollar (\$1.00), in consideration of which the undersigned hereby grant unto said Company, its successors and assigns, the right, privilege, easement and authority to construct, operate, patrol and maintain its communication lines including the necessary underground cables, wires, conduits, splicing boxes, surface terminals, markers and appurtenances upon, over and across the land hereinafter specifically described which said land is included in the public highway, to form a part of a communication system to be owned and operated by the said Company, its successors and assigns, extending from the lands owned by the said Company and the structures thereon in

Prepared By: R. P. Larson, GT of I
110 W. Locust St. Belvidere

Boone County, Illinois, to other lands and structures located beyond the lands hereinafter described, and upon, along, under and across the roads, streets, or highways on or adjoining said land hereinafter described, together with the right of access to the said land hereinafter described, with the right to permit the attachment of the wires of any other Company. The property of the undersigned over which this grant is given and the location of the line or lines to be constructed thereon are described as follows: A part of the Southwest One-Quarter (SW 1/4) of Section 19; Township 44 North, Range 3 East.
The buried facilities to be placed within the road right-of-way on the East side of the road now designated as Shaw Road.

WITNESS their hand and seal this 4th day of June, A. D. 1976.

STATE OF ILLINOIS

COUNTY OF Boone

I, Ronald P. Larson, a Notary Public in and for said County and State, do hereby certify that Richard H. & Ann C. Thomas personally known to me and to be the same persons

whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 4th day of June, A. D. 1976
7889 Shaw Road
Belvidere, Ill. 61008

Notary Public Seal
1980

76-2891

Notary Public

PAGE 1

BOONE COUNTY, ILLINOIS RECORDER FOR INFORMATIONAL PURPOSES ONLY

" Document No. 76-2891 filed for Record in Recorder's Office of
Boone County, Illinois Sept 19 1976 at 11:19 o'clock A.M.

Debra L. Whitmeyer
llh.

Recorder of Deeds

76-2891

PAGE 2

Rec'd 6-1-76

Received of GENERAL TELEPHONE COMPANY OF ILLINOIS, One Dollar (\$1.00), in consideration of which the undersigned hereby grant unto said Company, its successors and assigns, the right, privilege, easement and authority to construct, operate, patrol and maintain its communication lines including the necessary underground cables, wires, conduits, splicing boxes, surface terminals, markers and appurtenances upon, over and across the land hereinafter specifically described which said land is included in the public highway, to form a part of a communication system to be owned and operated by the said Company, its successors and assigns, extending from the lands owned by the said Company and the structures thereon in

BOONE County, Illinois, to other lands and structures located beyond the lands hereinafter described, and upon, along, under and across the roads, streets, or highways on or adjoining said land hereinafter described, together with the right of access to the said land hereinafter described, with the right to permit the attachment of the wires of any other Company. The property of the undersigned over which this grant is given and the location of the line or lines to be constructed thereon are described as follows: A part of the SOUTH One-Half (SE) of Section 17, Township 44 North, Range 3 East.

The buried facilities to be placed within the road right-of-way on the SOUTH side of the road now designated as BUSINESS ROUTE 220.

WITNESS their hands and feet this 5th day of January A. D. 1978

STATE OF ILLINOIS

COUNTY OF Bone

I, Ronald P. Larson

Richard H. Thomas (SEAL)
Ann C. Thomas (SEAL)

a Notary Public in and for said County and State, do hereby certify that Richard H. & Ann C. Thomas personally known to me and to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of January A. D. 1978

78-446

My Commission Expires June 13, 1987

PAGE 1

Ronald P. Larson
Notary Public

Witnessed by R. P. Larson

ORDER FOR INSTRUMENTS

BOONE COUNTY, ILLINOIS RECORDER FOR INFORMATIONAL PURPOSES ONLY

Document No. 78-446 filed for Record in Recorder's Office of
Boone County, Illinois, Feb 8, 1978 at 11⁵⁰ o'clock A.M.

Albena C. Whitmeyer Recorder of Deeds
C.C.K.

78-446

PAGE 2

RIGHT-OF-WAY GRANT

Know All Men By These Presents:

That Viola Reid, a widow / of the City of Rockford, his wife, of the Township of Rockford, County of Winnebago, State of Illinois

("Grantor"), in consideration of the sum of \$ 100.00 in hand paid, the receipt of which is hereby acknowledged, and the further consideration to be paid...

The West Half of the Northeast Quarter of Section 17, Township 43 North, Range 3 East of the Third Principal Meridian, Boone County, Illinois.

The center line of the said transmission line and the center line of the said easement strip shall be located on or within 100 feet of a line which extends Eastwardly from a point on the West line of the above described property...

Said transmission line shall be so located upon Grantor's land that its center line shall as nearly as is practicable follow the center line as heretofore described, and said transmission line shall in no event vary more than one hundred (100) feet from said center line.

Grantor will promptly repair or replace all fences, gates, drains and ditches damaged or destroyed by it on Grantor's land and will pay for all damage done by Grantee to Grantor's crops or livestock.

This grant shall become null and void and of no further force and effect if no payment on account of tower sites or land included within said easement strip shall have been made to Grantor within twelve (12) months from the date hereof.

Witness, our hand and seal, this 3rd day of April, 1967.

Witness signatures: Perley R. Jones, Blanche M. Jones, Mrs. Viola Reid.

Received this 4th day of April, 1967, Draft No. 3368 for \$ 550.00 in full payment for the rights herein granted.

Viola Reid.

The undersigned tenant and person in possession of the premises above described, in consideration of the sum of \$1.00 to in hand paid by Commonwealth Edison Company, does hereby consent and agree that said Commonwealth Edison Company, its successors and assigns, may construct, reconstruct, renew, operate, use, patrol and maintain an electrical transmission line in, over and upon said premises upon the terms and conditions as are stated and set forth in this instrument.

WITNESS my hand and seal this 28 day of March, 1967. Edward H. Schumacher.

WITNESS: Karl T. Kihuriden

WITNESS:

STATE OF ... COUNTY OF ...

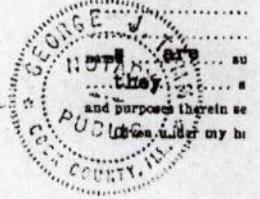
I, the undersigned, do heretofore and hereafter President

Secretary of the said Corporation and severally a delivered the said instrument and caused the seal of the said Corporation to be hereunto affixed for the uses and purposes therein set forth.

My Commission expires

STATE OF ILLINOIS COUNTY OF ...

I, the undersigned, Blanche M. Jones



My Commission expires

Right-of-Way Grant No. 8675

STATE OF }
COUNTY OF } SS.

I, the undersigned, a Notary Public in and for the State and County aforesaid, and residing in the County of do hereby certify that personally known to me to be the President of and personally known to me to be the Secretary of the said Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument of writing as President and Secretary of the said Corporation, and caused the seal of the said Corporation to be affixed thereto pursuant to authority given by the Board of of the said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this day of A.D. 19.....

.....
Notary Public

My Commission expires

STATE OF ILLINOIS }
COUNTY OF BROWN } SS.

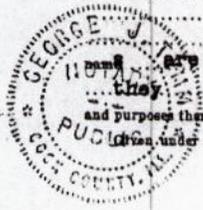
I, the undersigned, a Notary Public in and for the State and County aforesaid, and residing in the County of COOK..... do hereby certify that Viola Reid, a widow; Farley E. Jones and Blanche M. Jones, his wife.....

..... personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3RD day of APRIL A.D. 1967

George Timm
Notary Public

My Commission expires 5-24-70.....



No. 8675

Right-of-Way Grant

TO

COMMONWEALTH EDISON COMPANY

STATE OF Illinois
County of Brown No. 8675
This instrument was filed for record in the Recorder's office of Brown County aforesaid, on the 25th day of April, 1967 at 8:34 o'clock A.M., and recorded in Book of on page
Delores J. Wittenmayer
Recorder

Mr. Dale W. Taylor
Commonwealth Edison Company
72 W. Adams Street, Room 1535
Chicago, Illinois 60690

RIGHT-OF-WAY GRANT

Know All Men By These Presents:

of the City of Rockford, That Viola Reid, a widow, Perley R. Jones and Blanche M. Jones, of the Township of Rockford, County of Winnebago, State of Illinois, his wife, Howard J. Schumacher and Phyllis J. Schumacher, his wife, of the Township of Flora, County of Boone, State of Illinois.

("Grantor"), in consideration of the sum of \$ 1,000 in hand paid, the receipt of which is hereby acknowledged, and the further consideration, to be paid if and when Grantee determines that towers are to be erected on, or that Grantee's facilities will traverse, any portion of the hereinafter described land of Grantor, of \$300.00 for each tower site upon the tillable portion of Grantor's land hereinafter described, \$100.00 for each tower site upon the non-tillable portion of such land of Grantor and \$50.00 per acre for such land of Grantor included within the easement strip hereinafter described, does hereby grant to COMMONWEALTH EDISON COMPANY, an Illinois corporation, its successors and assigns ("Grantee"), the right to construct, reconstruct, renew, operate, use, patrol and maintain an electrical transmission line, including towers, underground counterpoise and necessary fixtures and conductors attached thereto in, over and upon an easement strip extending seventy two and five-tenths (72.5) feet on each side of the center line of said transmission line, as hereinafter described, said transmission line to form a part of an electrical transmission system to be owned and operated by Grantee extending from land owned by Grantee and the structures thereon in Rock Island County, Illinois, to other land and structures beyond said easement strip, together with the right to cut down, trim or otherwise control the growth of all trees and bushes growing upon or over said easement strip and the right of access to said easement strip. Neither Grantor nor Grantor's heirs, assigns or tenants shall plant trees or place any building, structure or obstruction upon said easement strip without first securing the written consent of Grantee. The land of Grantor to which this grant relates and the location of the center line of said transmission line on Grantor's land are described as follows:

The East Half of the Northeast Quarter of Section 17, Township 43 North, Range 3 East of the Third Principal Meridian, Boone County, Illinois.

The center line of the said transmission line and the center of the said easement strip shall be located on or within 100 feet of a line which extends Eastwardly from a point on the West line of the Northeast Quarter of said Section 17 which is 478 feet South of the Northwest corner thereof to a point on the East line of said property which is 466 feet South of the Northeast corner thereof.

Said transmission line shall be so located upon Grantor's land that its center line shall as nearly as is practicable follow the center line as heretofore described, and said transmission line shall in no event vary more than one hundred (100) feet from said center line. Upon actual construction of said transmission line, the center line of said transmission line and easement strip shall be automatically fixed, without further act or deed.

Grantee will promptly repair or replace all fences, gates, drains and ditches damaged or destroyed by it on Grantor's land and will pay for all damage done by Grantee to Grantor's crops or livestock.

This grant shall become null and void and of no further force and effect if no payment on account of tower sites or land included within said easement strip shall have been made to Grantor within twelve (12) months from the date hereof.

Witness, Howard J. Schumacher hand S. and seal S. this 30th day of March, 1967



(SEAL) Howard J. Schumacher (SEAL) Contract purchaser (SEAL) Phyllis J. Schumacher (SEAL) Contract purchaser (SEAL) Perley R. Jones (SEAL) Contract purchaser (SEAL) Blanche M. Jones (SEAL) Contract purchaser (SEAL) Mrs Viola Reid (SEAL)

Received this 7th day of April, 1967, Draft No. 3367 for \$ 550.00 in full payment for the rights herein granted.

Mrs Viola Reid

The undersigned tenant and person in possession of the premises above described, in consideration of the sum of \$1.00 to in hand paid by Commonwealth Edison Company, does hereby consent and agree that said Commonwealth Edison Company, its successors and assigns, may construct, reconstruct, renew, operate, use, patrol and maintain an electrical transmission line in, over and upon said premises upon the terms and conditions as are stated and set forth in this instrument.

WITNESS, NONE hand and seal, this NONE day of NONE, 19 NONE

WITNESS: WITNESS: 84-9782-7-44

STATE OF COUNTY OF

I, the undersigned do I Presid Secretary of the said person and severally delivered the said and caused the seal of the said Corporat the uses and purpose Given under m)

My Commission exp

STATE OF ILLINO COUNTY OF

I, the undersigned

Blanche M. Schumacher



My Commission exp

No. 8678

Right-of-Way Grant

STATE OF }
COUNTY OF } SS.

I, the undersigned, a Notary Public in and for the State and County aforesaid, and residing in the County of do hereby certify that personally known to me to be the President of and personally known to me to be the Secretary of the said Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument of writing as President and Secretary of the said Corporation, and caused the seal of the said Corporation to be affixed thereto pursuant to authority given by the Board of of the said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

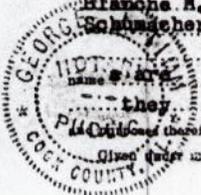
Given under my hand and notarial seal this day of A.D. 19.....

Notary Public

My Commission expires

STATE OF ILLINOIS }
COUNTY OF ... COOK } SS.

I, the undersigned, a Notary Public in and for the State and County aforesaid, and residing in the County of COOK do hereby certify that ... Viola Heid, a widow; Parlay R. Jones and Blanche M. Jones, his wife; Howard C. Schumacher and Phyllis J. Schumacher, his wife personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.



Given under my hand and notarial seal this 30th day of MARCH A.D. 1967.

George J. Timm
Notary Public

My Commission expires 5-24-70

No. 8678

Right-of-Way Grant

TO

COMMONWEALTH EDISON COMPANY

STATE OF Illinois
County of Brown as No. 5678
This instrument was filed for record in the Recorder's office of Brown County aforesaid, on the 25th day of April 1967 at 9:40 o'clock A.M., and recorded in Book of on page
Delbert J. Westerman
Recorder
Brown County, Illinois

Mr. Dale N. Taylor
Commonwealth Edison Company
72 W. Adams Street, Room 1535
Chicago, Illinois 60690