

# THE MELMS ROAD FARM



72<sup>+/-</sup> Acre Land Auction • DeKalb County, Illinois



*We Plant Profitable Investment Ideas in Every Season*

2020 Aberdeen Court  
Sycamore, IL 60178

**Web:** [www.mgw.us.com](http://www.mgw.us.com)  
**E-mail:** [info@mgw.us.com](mailto:info@mgw.us.com)

**Phone:** (815) 756-3606  
**Fax:** (815) 756-5929

# THE MELMS ROAD FARM

## AERIAL MAP



# THE MELMS ROAD FARM

## PHOTOS



# THE MELMS ROAD FARM

## AUCTION DETAILS

- Date of Auction:** Bidding Ends: December 9, 2021, beginning at 1 p.m. CT
- Auction Location:** ONLINE AUCTION: The auction platform is open for bidding. Please visit [mgw.us.com/melmsroad](http://mgw.us.com/melmsroad) to bid. The auction closes December 9, 2021, beginning at 1 p.m. Central Time.
- Inspection Location:** Please call to schedule an inspection.
- Directions to Farm:** From the intersection of IL-72 & IL-23 near Genoa, head north on IL-23 for 3 miles. Then, go east on Melms Road for 2.0 miles to arrive at the farm.

# THE MELMS ROAD FARM

## PROPERTY DETAILS

- Location:** The subject farm is located approximately 36 miles northwest of Chicago O'Hare International Airport. Nearby towns include: Hampshire (2 1/2 miles east), Genoa (4 miles southwest) and Huntley (6 1/2 miles east).
- Frontage:** There is approximately 1/2 mile of road frontage on New Lebanon Road, 1/4 mile on Melms Road and 1/8 mile on Ebel Road.
- Major Highways:** Illinois Route 23 is 2 miles west, Interstate 90 is 2 miles northeast, Illinois Route 72 is 2 1/2 miles south, U.S. Route 20 is 4 1/4 miles northeast, and Illinois Route 47 is 7 7/8 miles southeast of the property.
- Legal Description:** A brief legal description indicates The Melms Road Farm is located in Part of the Northwest Quarter of Section 12, Township 42 North – Range 5 East (Genoa Township), DeKalb County, Illinois.
- Total Acres:** There are a total of 72.32 acres, more or less, according to the DeKalb County Assessor's Office.
- Tillable Acreage:** There are approximately 62.25 tillable acres, estimated.
- Soil Types:** Major soil types found on this farm include Drummer silty clay loam and Lisbon silt loam.
- Climate/Growing Season:** DeKalb County has a continental climate typical of north-central Illinois. The average length of the growing season is nearly 160 days. On average we expect about 2,750 growing degree days from April 15 through September 30. Annual precipitation averages about 35" with over 2/3 of this coming during the growing season. Snowfall averages about 36" per year. Prevailing winds are from the west and southwest. This climate, combined with the generally excellent soils in this area, provides a nearly ideal environment for the production of corn and soybeans.
- Topography:** The topography of the subject farm is level to nearly level.

# THE MELMS ROAD FARM

## PROPERTY DETAILS

- Mineral Rights:** The buyer will receive and the seller will convey all mineral rights that the seller owns relating to the property.
- Possession:** Closing shall be on or before January 6, 2022. The purchase agreement is between the seller and buyer only and cannot be assigned to a third party without the written consent of the seller. Possession is subject to the rights of any tenants in possession.
- Financing:** Mortgage financing is available from several sources. Names and addresses will be provided upon request.
- Grain Markets:** There are a number of grain markets located within 15 miles of The Melms Road Farm.
- Taxes:** The 2020 real estate taxes totaled \$3,732.36. The tax parcel numbers are #03-12-100-004, #03-12-100-005 & #03-12-100-008.
- Zoning:** The Melms Road Farm is zoned A-1, Agricultural.
- Comments:** The information in this brochure is considered accurate, but not guaranteed. For inquiries, inspection appointments, and offers, please contact Mark T. Mommsen at Martin, Goodrich & Waddell, Inc. at 815-901-4269.

# THE MELMS ROAD FARM

## AUCTION TERMS & CONDITIONS

- Description of Property:** Part of the Northwest Quarter of Section 12, Township 42 North – Range 5 East (Genoa Township), DeKalb County, Illinois.
- Agency:** Martin, Goodrich & Waddell, Inc. and its representatives are agents of the owner.
- Method:** The property will be offered in one tract in an online auction. Bidding will be on a per acre basis, multiplied by gross surveyed acres. The seller reserves the right to accept or reject any or all bids. All successful bidders will enter into a purchase agreement with the seller immediately following the auction. Upon the close of the auction, the purchase agreement will be forwarded to the successful bidders via email or fax. A signed copy of the purchase agreement must be received by Martin, Goodrich & Waddell, Inc. within 24 hours of the auction closing. A 10% earnest money payment is required to accompany the purchase agreement and may be submitted by cashier's check or wire transfer. Bidding ends at 1:00 p.m. Central Time on December 9, 2021. A bid placed within 5 minutes of the scheduled close of the auction will extend bidding by 5 additional minutes until all bidding is completed. If you plan to bid, please register 24 hours prior to the auction closing. Bidding is not conditional upon financing.
- Earnest Money Escrow:** The successful bidder as determined by the auctioneer is required to make a 10% down payment of the accepted bid price on the day of auction with the balance due at closing. Bidding is not conditional upon financing.
- Closing & Possession:** Closing shall be on or before January 6, 2022. The purchase agreement is between the seller and buyer only and cannot be assigned to a third party without the written consent of the seller. Possession is subject to the rights of any tenants in possession.
- Disclosure:** Some photos in this brochure may be stock photography and are for illustrative purposes only.

# THE MELMS ROAD FARM

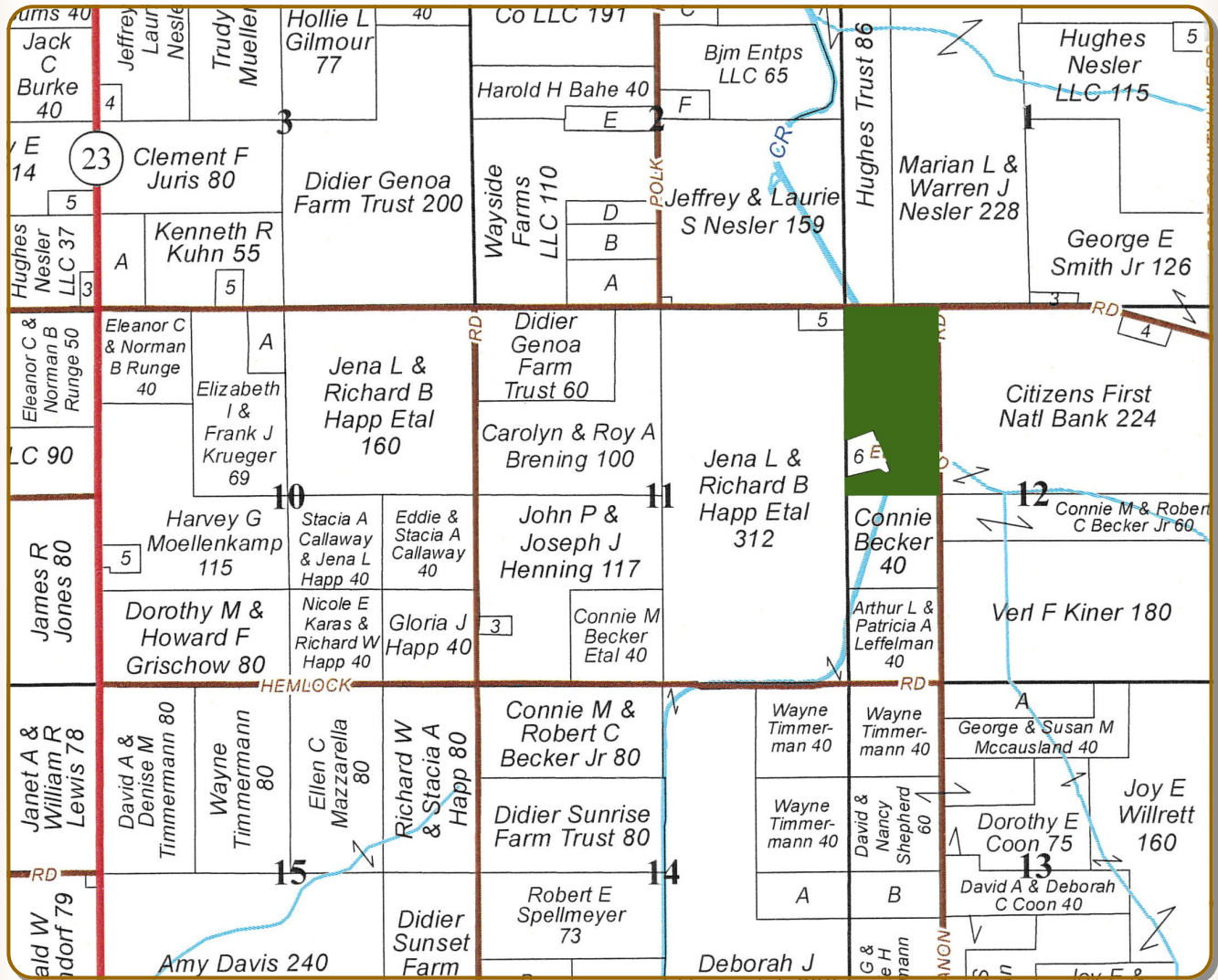
## AUCTION TERMS & CONDITIONS

- Real Estate Taxes:** The 2021 real estate taxes due and payable in 2022 shall be paid by the seller. The 2022 real estate taxes and all subsequent year taxes shall be paid by the buyer.
- Crops & Expenses:** The seller will retain the 2021 crop year income.
- Conveyance:** At closing, seller shall convey and transfer the property to buyer by warranty deed, appropriate assignment, land trust, or other similar acceptable instrument of conveyance. At the same time, the balance of the purchase price then due shall be paid and all documents relative to the transaction shall be signed and delivered.
- Title Evidence:** At closing, seller shall furnish a commitment and Owner's Title Guaranty Policy for the amount of the purchase price at the seller's expense.
- Survey:** Seller shall provide a boundary survey by a licensed land surveyor at the seller's expense, dated no more than 6 (six) months prior to closing. Final purchase price will be based upon gross surveyed acres.
- Mineral Rights:** The buyer will receive and the seller will convey all mineral rights that the seller owns relating to the property.
- Disclaimer & Absence of Warranties:** Announcements made the day of the auction supersede any previously made statements or material provided, whether printed or oral. Information contained in this brochure is subject to the terms and conditions of the purchase agreement between the seller and buyer. All maps, data, acreages, and images in this brochure are approximate, and no liability for its accuracy is assumed by the seller or seller's agent. The buyer shall be responsible for conducting their own independent inspection and due diligence concerning the property. The property is being sold "as is" and "where is" with no warranty or representation, either expressed or implied, concerning the property is made by the seller or seller's agent. The auctioneer reserves the right to make final decisions on auction conduct and bidding increments.



# THE MELMS ROAD FARM

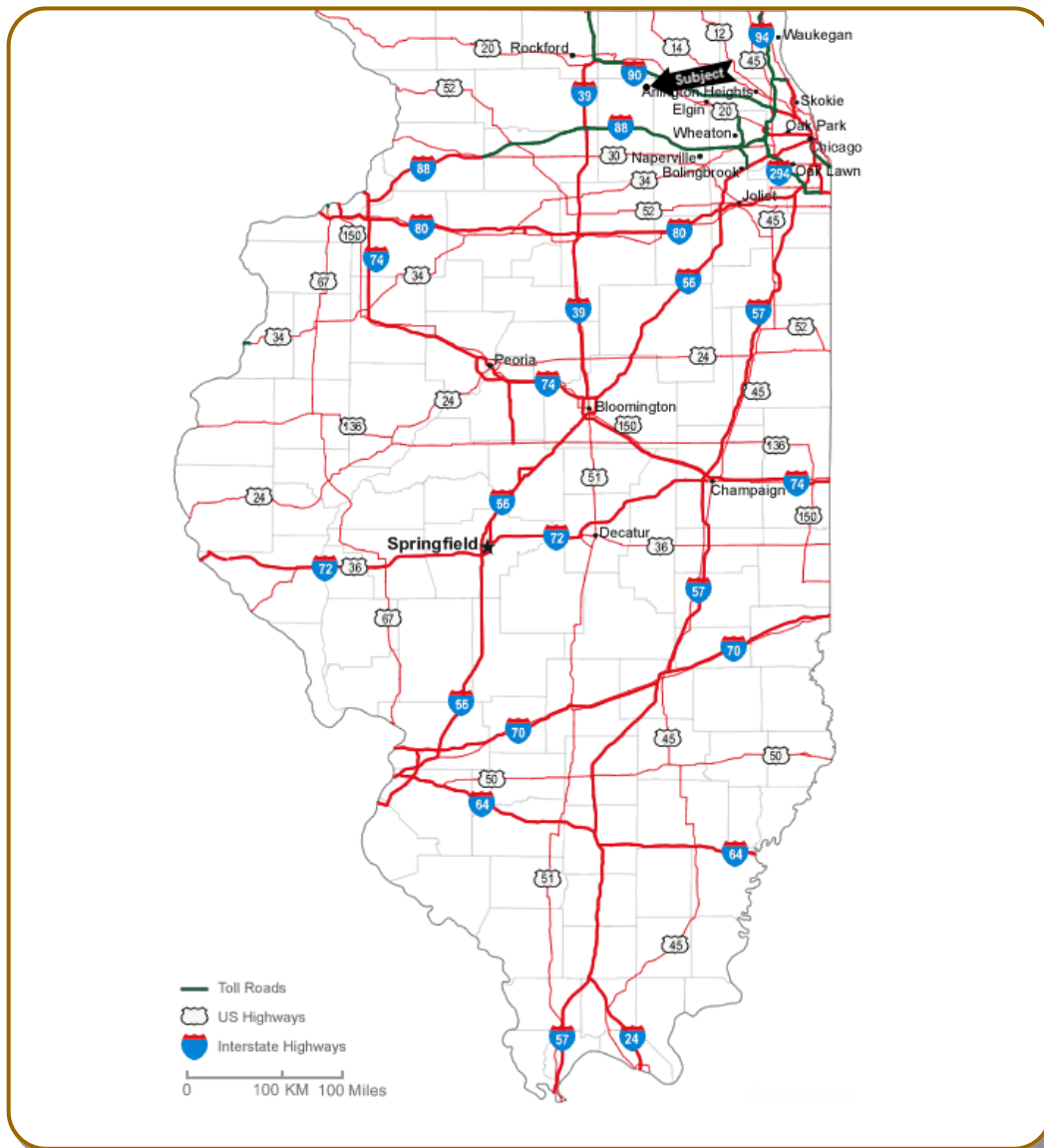
## PLAT MAP



The Melms Road Farm is located in Part of the Northwest Quarter of Section 12, Township 42 North – Range 5 East (Genoa Township), DeKalb County, Illinois.

# THE MELMS ROAD FARM

## ILLINOIS STATE MAP



The Melms Road Farm is located approximately 36 miles northwest of Chicago O'Hare International Airport. Nearby towns include: Hampshire (2 1/2 miles east), Genoa (4 miles southwest) and Huntley (6 1/2 miles east).

# THE MELMS ROAD FARM

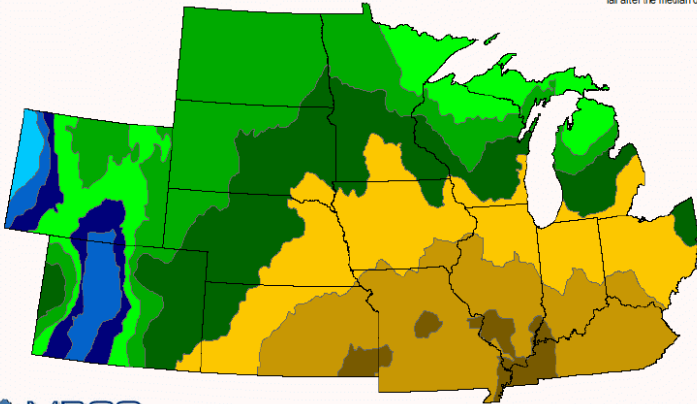
## MIDWEST CLIMATE MAPS

### Spring Freeze

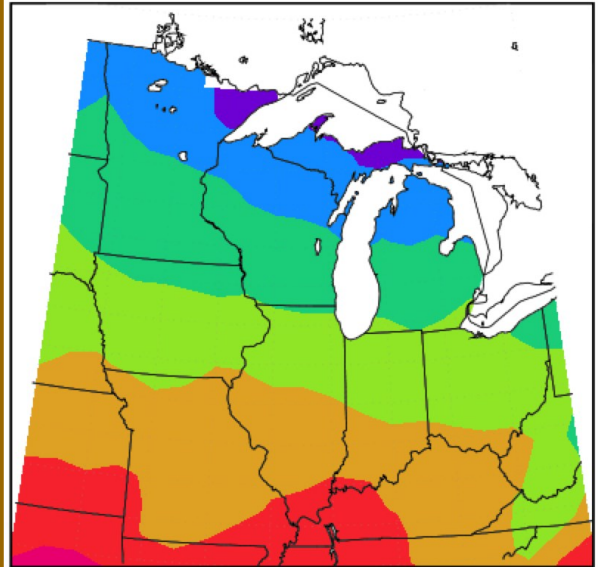
Median Date Of Last 32°F Freeze  
Based on 1981-2010 Average

- Mar 10 or Earlier    ● Apr 1 - 10    ● May 1 - 10    ● Jun 1 - 10
- Mar 11 - 20    ● Apr 11 - 20    ● May 11 - 20    ● Jun 11 - 20
- Mar 21 - 31    ● Apr 21 - 30    ● May 21 - 31    ● Jun 21 or Later

Median date is determined such that half of all years fall before and half fall after the median date.



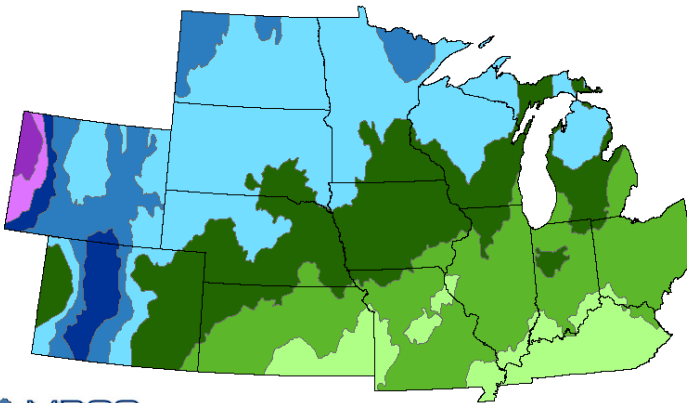
### Average MGDD, Apr to Oct, 1981-2010



### Fall Freeze

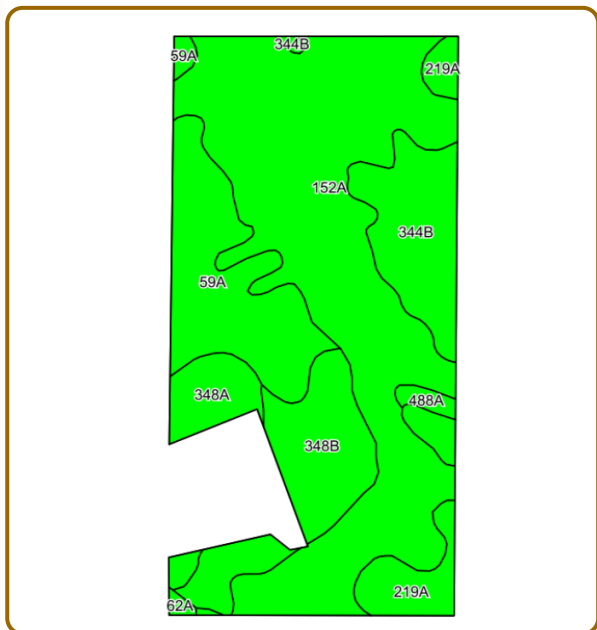
Median Date Of 32°F Freeze  
Based on 1981-2010 Average

- Aug 10 or Earlier    ● Sep 1 - 10    ● Oct 1 - 10    ● Nov 1 - 10
- Aug 11 - 20    ● Sep 11 - 20    ● Oct 11 - 20    ● Nov 11 - 20
- Aug 21 - 31    ● Sep 21 - 30    ● Oct 21 - 31    ● Nov 21 or Later



# THE MELMS ROAD FARM

## AERIAL MAP, FLOOD MAP, SOILS MAP & DATA



### SOILS DESCRIPTIONS & PRODUCTIVITY DATA

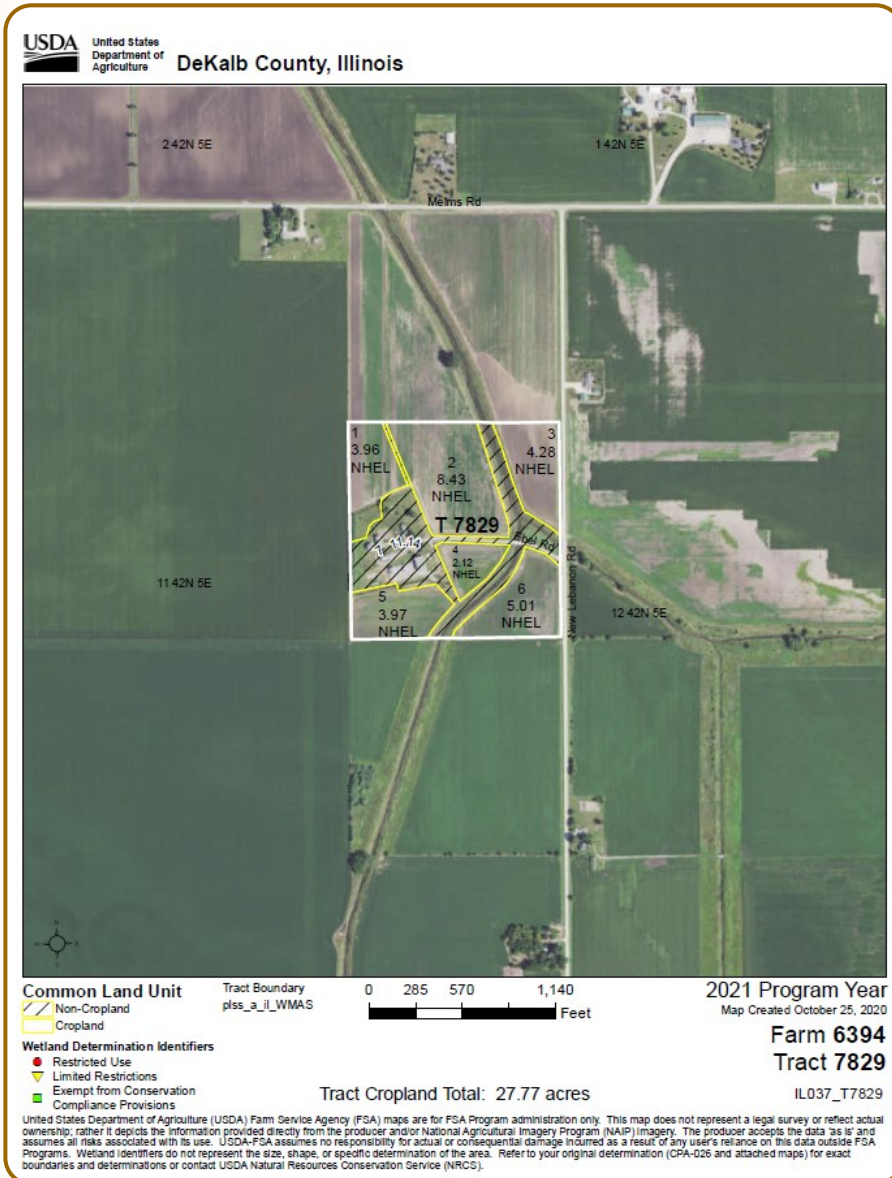
Soil #	Soil Name	Approx. Acres	Corn Yield Index (CYI)*	Productivity Index (PI)*
152A	Drummer silty clay loam	28.15	195	144
59A	Lisbon silt loam	11.14	188	136
348B	Wingate silt loam	7.77	163	120
344B	Harvard silt loam	7.13	169	124
219A	Millbrook silt loam	4.28	177	129
348A	Wingate silt loam	2.98	165	121
488A	Hoopole loam	0.57	163	121
62A	Herbert silt loam	0.23	179	131

\*Figures taken from the University of Illinois Bulletin S11, Optimum Crop Productivity Ratings for Illinois Soils.

TOTAL ACRES- 72.32 acres, more or less  
 TILLABLE ACRES- 62.25 acres, or 86.1% estimated  
 Weighted Average CYI- 183.7 bushels per acre, based on tillable acres  
 PI- 134.9

# THE MELMS ROAD FARM

## FSA DATA



### FSA Information

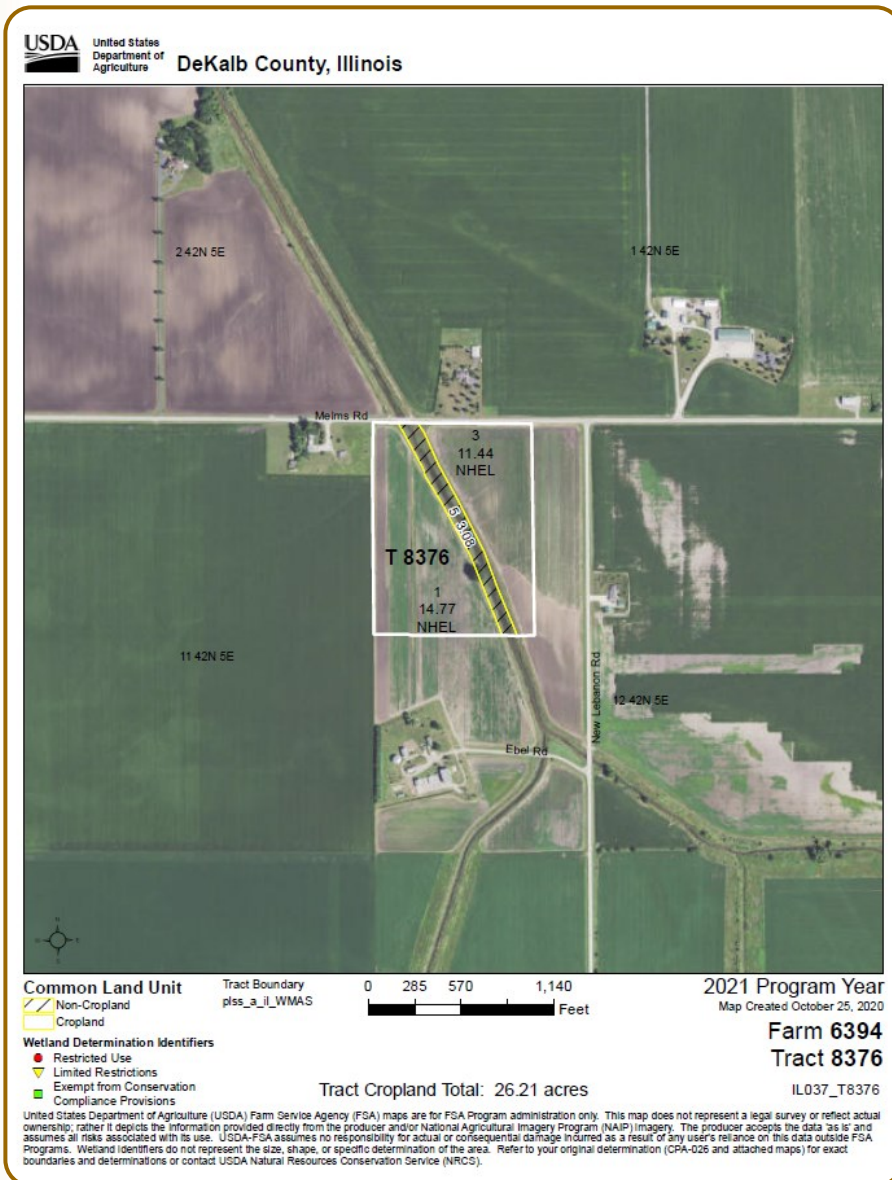
**CRP:** None

**Base Acreage:** 21.4 acres corn, 6.37 acres soybeans

**PLC Yield:** 147 bushels corn, 47 bushels soybeans

# THE MELMS ROAD FARM

## FSA DATA



### FSA Information

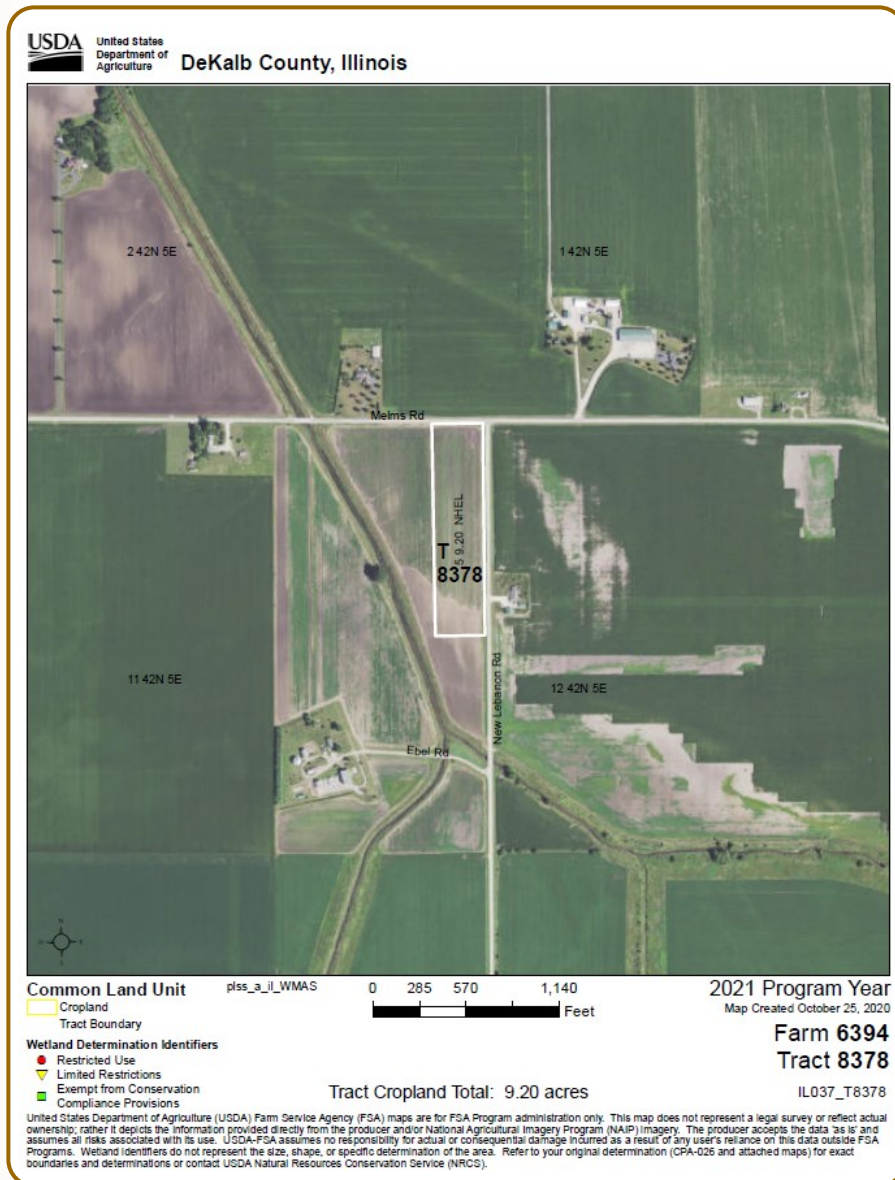
CRP: None

**Base Acreage:** 18.7 acres corn, 6.33 acres soybeans

**PLC Yield:** 147 bushels corn, 47 bushels soybeans

# THE MELMS ROAD FARM

## FSA DATA



### FSA Information

CRP: None

**Base Acreage:** 6.6 acres corn, 2.2 acres soybeans

**PLC Yield:** 147 bushels corn, 47 bushels soybeans

# THE MELMS ROAD FARM

## APPENDIX

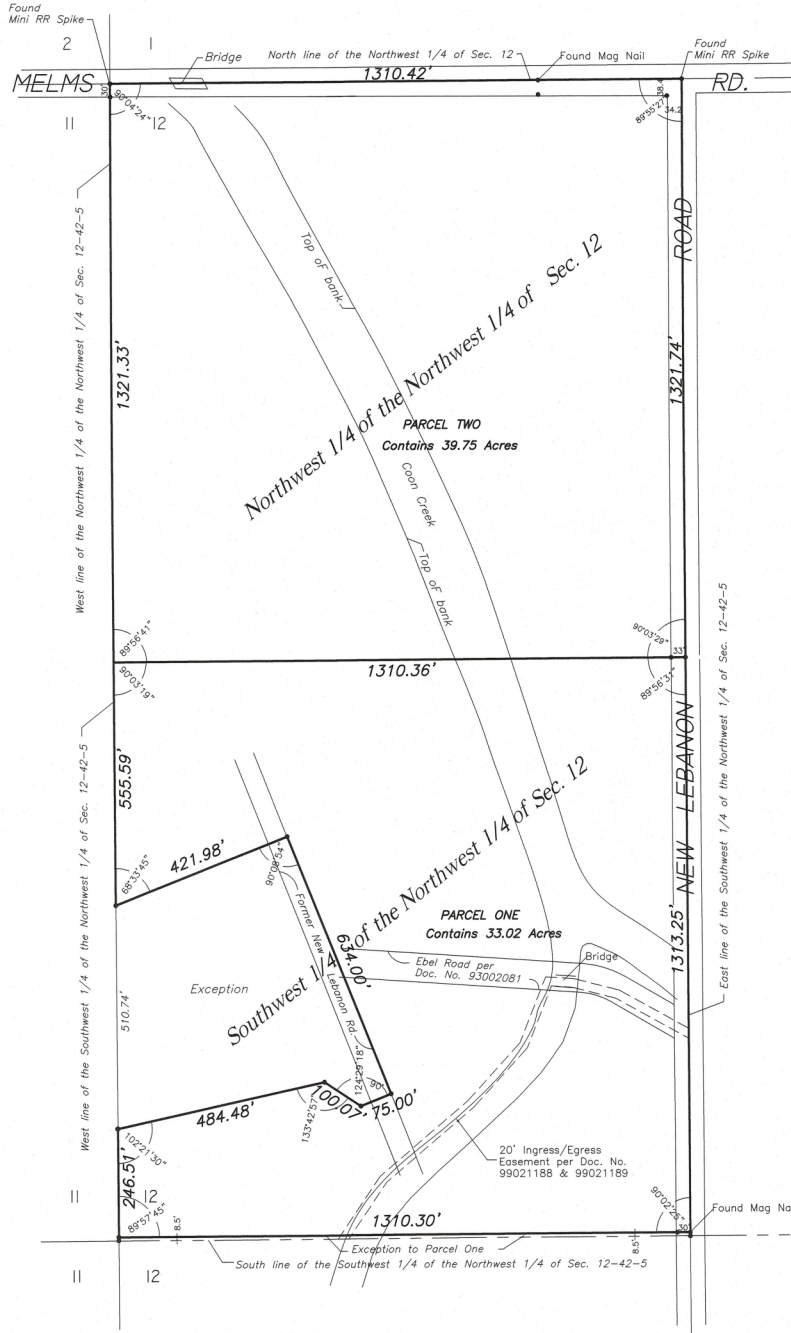
**Survey**

**Title Commitment**

**Sales Contract**



# PLAT AND CERTIFICATE OF SURVEY



**PARCEL ONE:**

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS, (EXCEPTING THEREFROM THE SOUTH 8.5 FEET THEREOF) (EXCEPTING THEREFROM THE FOLLOWING: THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 255.0 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH, ALONG SAID WEST LINE, 510.74 FEET; THENCE NORTHEASTERLY, AT AN ANGLE OF 111°26'15", MEASURED COUNTERCLOCKWISE FROM SAID WEST LINE, 421.98 FEET; THENCE SOUTHEASTERLY, AT AN ANGLE OF 90°08'54", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 634.0 FEET; THENCE SOUTHWESTERLY, AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, 75.00 FEET; THENCE NORTHWESTERLY, AT AN ANGLE OF 124°29'18", MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 100.07 FEET; THENCE SOUTHWESTERLY, AT AN ANGLE OF 133°42'57", MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 484.49 FEET TO THE POINT OF BEGINNING), ALL IN GENOA TOWNSHIP, DEKALB COUNTY, ILLINOIS.

**PARCEL TWO:**

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS.

CONTAINS 72.77 ACRES

PROPERTY ADDRESS: MELMS ROAD & NEW LEBANON ROAD, GENOA, ILLINOIS  
 PINS: 03-12-100-004, 03-12-100-005 & 03-12-100-008

-----LEGEND-----  
 - - - - - Boundary of property surveyed  
 • Found iron pipe

SCALE 1"=200'

STATE OF ILLINOIS }  
 COUNTY OF DEKALB }SS

THIS IS TO CERTIFY THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY I HAVE MADE OF PROPERTY HEREON SHOWN AND DESCRIBED. ALL DISTANCES SHOWN IN FEET AND DECIMALS THEREOF. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

FIELD WORK COMPLETED SEPTEMBER 7TH, 2021, WITNESS MY HAND AND SEAL AT DEKALB, ILLINOIS THIS 1ST DAY OF DECEMBER, 2021.

*L. A. Doogs*

LESLIE AARON DOOGS  
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3833  
 LICENSE EXPIRATION DATE: NOVEMBER 30TH, 2022



JADE Hanna Surveyors  
 155 N 3rd Street  
 Dekalb, IL 60115  
 (815) 756-2189  
 info@Hannasurveyors.com  
 License No. 184006622

⚡ ATTORNEYS' TITLE GUARANTY FUND, INC.  
**ATG® COMMITMENT FORM – SCHEDULE A**

**Transaction Identification Data for reference only:**

Commitment No.: 210121501855  
Issuing Agent: Tobin & Ramon  
Issuing Office's  
ALTA® Registry ID: 1114903  
Property Address: New Lebaon Road  
Genoa, IL 60135  
ATG licenses: Illinois: TU.0000002 Wisconsin: 000-51560

1. Commitment Date: October 12, 2021
2. Policy or policies to be issued:
  - a.  2006 ALTA Owner's Policy  
Proposed Insured: TBD  
  
Proposed Policy Amount: \$10,000.00
  - b.  2006 ALTA Loan Policy  
Proposed Insured:  
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment: is a Fee Simple
4. The Title is, at the Commitment Date, vested in:  
George David Hasselmann Trust dated March 30, 2004, an undivided one half (1/2) interest,  
and Barbara Jean Hasselmann Trust dated March 30, 2004, an undivided one half (1/2) interest
5. The Land is described as follows:

PARCEL 1:

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS. (EXCEPTING THEREFROM THE SOUTH 8.5 FEET THEREOF.) (EXCEPTING THEREFROM THE FOLLOWING: THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 255.0 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH, ALONG SAID WEST LINE, 510.74 FEET; THENCE NORTHEASTERLY, AT AN ANGLE OF 111 DEGREES 26 MINUTES 15 SECONDS, MEASURED COUNTERCLOCKWISE FROM SAID WEST LINE, 421.98 FEET; THENCE SOUTHEASTERLY, AT AN ANGLE OF 90 DEGREES 8 MINUTES 54 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 634.0 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, 75.00 FEET; THENCE NORTHWESTERLY, AT AN ANGLE OF 124 DEGREES 29 MINUTES 18 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 100.07 FEET; THENCE SOUTHWESTERLY, AT AN ANGLE OF 133 DEGREES 42 MINUTES 57 SECONDS, MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 484.49 FEET TO THE POINT OF BEGINNING) ALL IN GENOA TOWNSHIP, DEKALB COUNTY, ILLINOIS.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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 ATG or its issuing agent that may be in electronic form.*

Tobin & Ramon  
530 South State, Suite 200  
Belvidere, IL 61008  
(815) 544-0316

1215  
Member No.

\_\_\_\_\_  
Signature of Member or Authorized Signatory

 ATTORNEYS' TITLE GUARANTY FUND, INC.  
**ATG® COMMITMENT FORM – SCHEDULE A**

Commitment No.: 210121501855

PARCEL 2:  
THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH,  
RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS.

ATTORNEYS' TITLE GUARANTY FUND, INC.

ATG® COMMITMENT FORM – SCHEDULE B

Commitment No.: 210121501855

Commitment Date: October 12, 2021

State Issued: IL

File Name:

PART I Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify ATG® 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. ATG 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.
4. Documents satisfactory to ATG that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The following additional requirements must be satisfied at or prior to the closing:
a. The borrower and seller must bring a valid government issued photo ID bearing their signature to the closing.
b. Each seller must provide a valid forwarding address and social security number to be submitted to the IRS for 1099 purposes.
c. Payoff letters must be current and not subject to additional terms. We reserve the right to verify payoff figures prior to disbursement. Any additional funds required to satisfy a lien in full must be deposited by the parties involved immediately.
d. All funds brought to closing must be in the form of wire transfer, certified check, or cashier's check.
6. If the Property is Commercial and Extended Coverage over the five General Exceptions is requested, ATG should be furnished with the following:
a. A current ALTA/ASCM or Illinois Land Title Survey Certified to Attorneys' Title Guaranty Fund, Inc.;
b. A Properly executed ALTA Statement;
Matters disclosed by the above documentation will be shown specifically on Schedule B.
NOTE: There will be an additional charge for this coverage.
7. The Good Funds provision of the Illinois Title Insurance Act (215 ILCS 155/26) became effective January 1, 2010. This law imposes stricter rules on the type of funds that can be accepted for real estate closings and requires wired funds in many circumstances. Contact your settlement agent to confirm the type of funds that are required for your transaction.
8. Per Illinois law, for closings on or after January 1, 2011, ATG will issue Closing Protection Letters to the parties to the transaction if it is closed by ATG or its approved title insurance agent.
9. If you are a lender, your ATG Closing Protection Letter will be valid only if you receive it in one of the following two ways:
(1) as an email from the domain "@atgf.com," or
(2) as a fax from fax number 312.372.9509 or 217.403.7401.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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 ATG or its issuing agent that may be in electronic form.

Tobin & Ramon
530 South State, Suite 200
Belvidere, IL 61008
(815) 544-0316

1215
Member No. Signature of Member or Authorized Signatory

**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 ATG:

**Standard Exceptions**

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or 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; and
5. Taxes or special assessments that are not shown as existing liens by the Public Records.

**Special Exceptions**

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the Commitment Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any Loan Policy issued pursuant to this Commitment will be subject to the following exceptions (a) and (b), in the absence of the production of the data and other matters contained in the ATG ALTA Statement form or an equivalent form:
  - a. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records;
  - b. Consequences of the failure of the lender to pay out properly the whole or any part of the loan secured by the mortgage described in Schedule A, as affecting: (i) the validity of the lien of said mortgage; and (ii) the priority of the lien over any other right, claim, lien, or encumbrance that has or may become superior to the lien of said mortgage before the disbursement of the entire proceeds of the loan.
3. Any Owner's Policy issued pursuant to this Commitment will be subject to the following exception:

The property address listed on Schedule A is provided solely for informational purposes, without warranty as to accuracy or completeness, and is not hereby insured and is not included in the Land as defined in Condition 1.

4. Taxes for the year 2021 and thereafter:  
First inst. of 2020 taxes in the amount of \$681.06 is PAID;  
Second inst. of 2020 taxes in the amount of \$681.06 is PAID;  
Taxes for the year 2021 are not yet due or payable.

PIN: 03-12-100-008 (as to Parcel 1)

5. Taxes for the year 2021 and thereafter:  
First inst. of 2020 taxes in the amount of \$861.06 is PAID;  
Second inst. of 2020 taxes in the amount of \$861.06 is PAID;  
Taxes for the year 2021 are not yet due or payable.

PIN: 03-12-100-004 (as to Parcel 2)

6. Taxes for the year 2021 and thereafter:
  - First inst. of 2020 taxes in the amount of \$192.42 is PAID;
  - Second inst. of 2020 taxes in the amount of \$192.42 is PAID;
  - Taxes for the year 2021 are not yet due or payable.

PIN: 03-12-100-005 (as to Parcel 2)
7. This commitment is prepared in anticipation of sale of subject real estate at public auction on December 9, 2021, and is subject to any further exceptions, if any, as may be deemed necessary pending a supplemental search of the Land Records of DeKalb County, Illinois, including the purchaser(s).
8. Mortgage dated December 5, 2006, and recorded December 8, 2006, as Document No. 2006022720 from BJM Enterprises, LLC , an Illinois limited liability company given to 1st Farm Credit Services, FLCA, its successors and/or assigns, to secure a debt in the amount of \$335,500.00 and other such sums as provided therein.
9. Mortgage dated September 12, 2019, and recorded September 13, 2019, as Document No. 201900838 from George David Hasselmann, as Trustee of The George David Hasselmann Trust Dated March 30, 2004 and George David Hasselmann, as Trustee of the Barbara Jean Hassel,ann Trust Dated March 30, 2004 given to Compeer Financial, its successors and/or assigns, to secure a debt in the amount of \$250,000.00 and other such sums as provided therein.
10. Provisions detailed in a Right of Way Dedication dated February 16, 1993, and recorded February 19, 1993, as Document No. 93002081.
11. Provisions for a permanent easement detailed in a Warranty Deed dated December 13, 1999, and recorded December 13, 1999, as Document No. 99021188.
12. Provisions for a permanent easement detailed in a Warranty Deed dated December 13, 1999, and recorded December 13, 1999, as Document No. 99021189.
13. Rights of Commonwealth Edison Company to use the roads and highways in said township for the transmission and distribution of electrical energy as per the Resolution recorded as Document No. 306129.
14. Rights of the adjacent property owners in and to the free and unobstructed flow of the waters of COON CREEK, a part of which is located adjacent to or within the insured premises (affects both parcels).
15. ATG should be furnished with the following:
  - a. A Certification of Trust 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 powers 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 ATG a properly certified copy of the original trust agreement, under which title to the land is held, together with all amendments thereto.

ATG reserves the right to raise additional exceptions or make further requirements after review of the documentation provided.
16. ATG should be advised as to whether the trust under which title to the land is held is still in force and effect, and this Commitment is subject to such further exceptions, if any, as may be deemed necessary.
17. Terms, powers, provisions and limitations of the trust under which title to the land is held.
18. If title is to be conveyed to a trustee, the deed in trust must be recorded.
19. In any sale of trust property for which ATG or its agents are responsible for reporting the sale for tax purposes, if the trust is a grantor trust under the provisions of the Internal Revenue Code, then the taxpayer identification numbers of the grantors, along with any allocation of the sales price among the grantors, must be provided to ATG, its agents, or closers. If the trust is not a grantor trust, then the trustee must provide its taxpayer identification number to ATG, its agents, or closers. A taxpayer identification number may be obtained at <https://irs.gov>

20. Any claim that the Title is subject to a trust or lien created under the Perishable Agricultural Commodities Act (7 U.S.C. §§ 499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§ 181, et seq.) or under similar federal or state laws.
21. Existing leases and tenancies, and rights of tenants thereunder, and those claiming by, through, or under those tenants.
22. If Extended Coverage over the five General Exceptions is requested, ATG should be furnished with the following:
  - A. A current ALTA/NSPS Survey certified to Attorneys' Title Guaranty Fund, Inc.;
  - B. A Properly executed ALTA Statement;Matters disclosed by the above documentation will be shown specifically on Schedule B  
NOTE: There will be an additional charge for this coverage.
23. Information should be furnished establishing whether any written agreement has been entered into by and between any party or broker for the purposes of buying, selling, leasing, or otherwise conveying any interest in the land described herein; and, if any such agreement has been entered into, satisfactory evidence should be furnished establishing that the compensation agreed upon in such agreement has been paid and the broker's lien, or right to a lien, for such amount has been extinguished. In the event the evidence is not furnished, our policy or policies when issued will be subject to the following exception:

"Any lien, or right to a lien, imposed by law under the provisions of the Commercial Real Estate Broker Lien Act, and not shown in the public records, for compensation agreed upon by a broker and the broker's client or customer under the terms of a written agreement entered into for the purposes of buying, selling, leasing, or otherwise conveying any interest in the land described in Schedule A".
24. Rights of a property manager, if any, to a statutory lien on the premises for its property manager's fee.

Note: Furnish ATG with an affidavit by the owner stating that there is no property manager for the insured premises. In the absence thereof, provide a waiver of lien by the property manager covering the date of recording of the deed and mortgage to the insured.
25. Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.
26. Any endorsement requested by an insured or proposed insured must be approved by ATG.
27. If work has been performed on the Land within the last six months which may subject the Land to liens under the mechanics lien laws, ATG should be furnished with satisfactory evidence that those who have performed such work have been fully paid and have waived their rights to a lien. If evidence is not provided or is unsatisfactory, this commitment/policy will be subject to the following exception:

"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."
28. ATG reserves the right to add additional items or make further requirements after review of the requested documentation.

*End of Schedule B*



CONTRACT TO PURCHASE AGRICULTURAL LAND
Illinois Farm & Land Chapter
REALTORS® Land Institute

THIS FORM OF AGREEMENT WHEN FILLED IN AND EXECUTED BY BOTH BUYER AND SELLER IS INTENDED TO BECOME A BINDING REAL ESTATE CONTRACT

This agreement is entered into between:

Seller(s) George David Hasselmann Trust and Barbara Jean Hasselmann Trust dated March 30, 2004
Mailing Address 23760 Harmony Road, Marengo, IL Zip 60152, and

Buyer(s)
Mailing Address Zip, who

Contract(s) to purchase the following described real estate commonly known as: vacant land NW intersection Melms and New Lebanon Roads
and legally described as: See Attached Exhibit A

(or see legal description attached) including any improvements, and the following listed fixtures located thereon:

(or see inventory attached) which shall be left in and upon said premises, subject to reasonable wear and tear.

1. CONTRACT SALES PRICE AND TERMS

Purchase Price approximately 72.77 acres at \$ /acre \$
Earnest Money Deposit \$
Balance Due at Closing \$

2. METHOD OF PAYMENT: (Check Applicable Statements)

X A. Cash

B. Financing:

- 1. This Contract is contingent upon the ability of the Buyer to obtain a commitment for an adjustable rate fixed rate, mortgage loan of not less than % of purchase price for a term not less than years by 20. If such a commitment is not so obtained, this Contract shall be void and all earnest money shall be returned to the Buyer, provided that Buyer has made a diligent effort to obtain such a mortgage loan within the time specified above.
2. This Contract is contingent upon Buyer and Seller signing a Contract for Deed with the principal balance of \$ and interest at the rate of % for the term of years, amortized over years with payments of \$ (or more) for principal and interest balance of \$ in cash at time of execution of such contract.

C. Contingency Sale

This contract shall be contingent upon the closing of the sale of the Buyer's farm real estate to on or before 20. If Buyer is unable to close the sale by, and so notifies Seller thereof on or before such date in writing, then this contract shall terminate and shall be of no further force and effect. In such case the Seller Buyer shall be entitled to the earnest money deposit.

3. CLOSING AND POSSESSION

This Contract shall be closed on or before January 6, 2022, or at such other time as may be mutually agreed in writing. Possession is subject to the right of any tenants in possession. The parties agree that possession of said property is to be delivered to Buyer on or before December 31, 2021. Seller will or will not X, subject to tenant in possession rights, agree to allow Buyer the right, following fall harvesting, to enter the farm property for the purpose of performing land husbandry, customary tillage, application of fertilizer and lime, soil conservation practices and soil testing.

4. REAL ESTATE TAXES - Drainage Taxes and Special Assessment

The 2021 real estate taxes, drainage assessment taxes, special assessments due and payable in 2022 shall be paid by Seller
The 2022 real estate taxes, drainage assessment taxes, special assessments due and payable in 2022 shall be paid by Buyer
Buyer shall be credited for the 2021 real estate taxes at closing, based upon the most current and available information, including

Seller's Initials Buyer's Initials



The 2021 tax credit will be based on 105% of the actual 2020 tax bills. Tax credit shall be final as of closing.

confirmed multipliers.

5. CROPS AND EXPENSES

Seller  /Buyer \_\_\_\_\_ shall receive the Landowner share (or 100% of the total cash rent) for the 20 21 crop year.  
Seller \_\_\_\_\_ /Buyer \_\_\_\_\_ shall receive the Landowner share (or \_\_\_\_\_% of the total cash rent) for the 20 \_\_\_\_\_ crop year.  
Seller \_\_\_\_\_ /Buyer \_\_\_\_\_ shall pay \_\_\_\_\_% of the Landowner's share of the 20 \_\_\_\_\_ crop expenses.  
Seller \_\_\_\_\_ /Buyer \_\_\_\_\_ shall pay \_\_\_\_\_% or \$ \_\_\_\_\_ of the Landowner's share of the 20 \_\_\_\_\_ crop expenses, incurred prior to closing.

6. GOVERNMENT AGRICULTURAL PROGRAM PAYMENTS

- A. Buyer agrees to continue to honor any existing government agricultural program contracts affecting the real estate described above, and agrees to indemnify and hold harmless Seller for any damage Seller may sustain by reason of any failure of Buyer to keep or perform any of the covenants and obligations provided to be kept or performed under the terms and conditions of any such contracts by Seller.
- B. Seller  /Buyer \_\_\_\_\_ shall receive the landowner share of ARC/PLC government program payments for the 2021 crop year.  
Seller \_\_\_\_\_ /Buyer  shall receive the landowner share of ARC/PLC government program payments for the 2022 crop year.
- C. Seller  /Buyer \_\_\_\_\_ shall receive the landowner share of government conservation program payments for the 2021 crop year.  
Seller \_\_\_\_\_ /Buyer  shall receive the landowner share of government conservation program payments for the 2022 crop year.

7. LEASE ASSIGNMENT / TERMINATION

- A. There is  is not \_\_\_\_\_ currently a tenant in possession of the property. Seller \_\_\_\_\_ shall  shall not be responsible for the assignment of the current farm lease with the tenant in possession of the property to the Buyer.
- B. Seller shall  shall not \_\_\_\_\_ be responsible for the termination of the rights of any tenant in possession of the property. If Seller is responsible, then Buyer shall have the right to demand satisfactory evidence that the rights of all parties to possession have been terminated.

8. ATTORNEY REVIEW (check if applicable \_\_\_\_\_)

The parties shall have until 5:00 p.m. Central Time on \_\_\_\_\_ 20 \_\_\_\_\_ ("Review Period") to have the Contract reviewed by their respective attorney, and that attorney may propose modifications within the Review Period, except that an attorney may not propose changes in price or the date of closing. If the Parties do not reach agreement on any proposed modification and written notice terminating this Contract is given to the other within the Review Period, this Contract shall be null and void and any earnest money refunded to Buyer. If written notice is not served within the Review Period, this provision shall be deemed waived by the parties and this Contract shall remain in full force and effect.

9. CONVEYANCE

At closing Seller shall convey and transfer the property to Buyer by Warranty Deed, Trustee's Deed, appropriate assignment, or other similar acceptable instrument of conveyance, which instrument shall be subject to the exceptions permitted herein, releasing homestead. At the same time the balance of the purchase price then due shall be paid and all documents relative to the transaction shall be signed and delivered. In the event the Buyer shall assume an existing indebtedness, cost of such assumption shall be borne by Buyer.

10. ENVIRONMENTAL

Seller represents, to the best of Seller's knowledge, that during the period of Seller's ownership or control over the premises, Seller has no knowledge or, nor reason to suspect, that there has been any underground storage (or other) tank or any presence, disposal, release, or threatened release of hazardous substances or hazardous wastes on, from or under the premises, by or through Seller, or any other party whatsoever. Seller similarly represents that to the best of Seller's knowledge there was no underground storage (or other) tank, nor any presence, disposal, release or threatened release of hazardous substances or hazardous waste on, from or under the premises prior to Seller's acquisition or ownership or control of the premises. Seller similarly represents that to the best of Seller's knowledge the premises (including underlying soil and ground water conditions) is not in violation of any state, local, federal, municipal or other law, statute, regulation, code, ordinance, decree or order relating to hygienic or environmental conditions, and during Seller's ownership of the premises, no party has stored or disposed of any flammable explosives, radioactive materials, hazardous waste, toxic substances, or other released materials on, under or about the premises.

11. SURVEY (Check if applicable )

Seller \_\_\_\_\_ Buyer shall secure a boundary survey by a licensed land surveyor at the  Seller's \_\_\_\_\_ Buyer's expense, dated within six (6) months prior to Closing. Final Purchase Price will  will not \_\_\_\_\_ be based upon surveyed acres. If the survey shows other than the permissible exceptions described in Paragraph 13, encroachments from adjacent property, or that improvements are not located within the setback and lot lines, then these shall be considered defects in the title to the property.

12. MINERAL RIGHTS (check if applicable )

The Buyer will receive and Seller will convey all of Seller's water, oil, gas, coal and other mineral rights not conveyed of record, and shall

Seller's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_

execute an appropriate assignment of any existing leases or contracts relating to those rights.

**13. TITLE EVIDENCE**

Upon acceptance of this Contract, Seller shall within a reasonable period furnish at Seller's expense: *(Check appropriate statement)*.

- An abstract of title continued within 30 days before final payment hereunder, showing merchantable title of record to said premises in the Seller or the party who will execute the transactional instrument on Seller's behalf, according to the Rules and standards of the Bar of the County in which said premises are located, or
- A commitment and an Owners Title Guaranty Policy issued by a Company licensed to issue the same in the State of Illinois for the amount of the purchase price.

Subject only to the following: (a) all taxes and special assessments now a lien, levied, or confirmed after the date hereof, (b) building, use and occupancy or restrictions, if any, which do not unreasonably interfere with Buyer's intended use of the property, (c) zoning laws and ordinances, (d) easements of record or in place affecting the premises, if any, which do not unreasonably interfere with Buyer's intended use of the property, (e) drainage ditches, feeders and laterals, if any, (f) conveyances or reservations of coal, minerals and mining rights, if any, of record, (g) mortgage or other lien that may be eliminated at closing by application of the purchase price, (h) rights of tenants in possession if any, and (i) matters which can only be discovered by a survey of the property.

Buyer or his attorney shall within 10 business days after receiving such title evidence, deliver to Seller or his attorney, together with such evidence, a report in writing specifying any objections made to the title. In case such title evidence is not delivered to Buyer or his attorney within a reasonable time, or material objections made to the title in such report are not cured with sixty (60) days after such report is so delivered, this Contract shall, at Buyer's option, be void and all earnest money shall be returned to Buyer. Buyer may, nevertheless, elect to take such title as it then is, and may deduct from the purchase price the amounts of liens and encumbrances and, in such case, the Seller shall convey the premises as agreed.

**14. PERFORMANCE**

In the event of default by either party under the terms of the Contract, the non-defaulting party shall have all rights and remedies available in law and equity. If either Buyer or Seller brings an action against the other with the respect to the Contract, the prevailing party shall be entitled to recover reasonable attorney fees, costs and expenses from the non-prevailing party.

**15. COMMISSION**

Seller shall be responsible for any real estate brokerage commission owed to a listing broker utilized by Seller.

**16. EARNEST MONEY ESCROW**

The earnest money funds shall be held in trust for the mutual benefit of the Parties by  the Seller's Broker/  the Buyer's Broker/  Other agreed to party, namely, \_\_\_\_\_, as "Escrowee". Initial Earnest Money of \$ \_\_\_\_\_ shall be tendered to Escrowee on or before \_\_\_\_\_ days after Date of acceptance for the mutual benefit of the parties, and shall be disbursed according to the terms of this Contract.

**17. INTEREST BEARING TRUST ACCOUNT (check if applicable )**

Escrow Agent is directed to deposit trust funds hereunder in an interest bearing account with the interest thereon accruing for the benefit of the \_\_\_\_\_. In the event of default by the Buyer, any accrued interest on funds so held shall be treated as an additional earnest money and shall be disbursed according to the terms of Paragraphs 16 and 20 of this agreement.

**18. TAX DEFERRED EXCHANGE (check if applicable )**

It is the  Seller's \_\_\_\_\_ Buyer's intent to use this transaction in an Internal Revenue Code, Section 1031 Tax Deferred Exchange. The Buyer agrees to cooperate with the Seller and the Seller agrees to cooperate with the Buyer in any such tax deferred exchange. Any documents that need to be prepared to effect the exchange and any expenses incurred shall be the  Seller's \_\_\_\_\_ Buyer's sole responsibility.

**19. DUAL AGENCY CONFIRMATION (check if applicable )**

The undersigned confirm that they have previously consented to \_\_\_\_\_ ("Licensee") acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this document.

## 20 RETURN OF EARNEST MONEY

In the event that the transaction does not close and the Escrowee is holding earnest money in its escrow account on behalf of the Buyer and Seller, said earnest money will be returned or held by Escrowee in accordance with the following terms:

- A. Escrowee holding the earnest money shall give 30 days written notice to the parties to the transaction as to the Escrowee's proposed distribution of the earnest money;
- B. Written notice to the parties shall be given either by personal delivery or sent via U.S. Mail, first class with postage fully paid addressed to the parties at their respective addresses as appear above in this Contract. Notice sent by U.S. Mail shall be deemed to be delivered on the third business day after being deposited in the mail;
- C. If the Escrowee does not receive an objection to its proposed distribution within said 30 day time frame, it shall be considered that the Buyer and Seller agree with the Escrowee's proposed distribution, and Escrowee shall distribute the proceeds in the manner set forth in the Escrowee's notice.

Buyer and Seller acknowledge that as long as Escrowee returns earnest money in accordance with the above written procedures and in accordance with the 30 day notice given by Escrowee, this Contract provision is considered as written consent to disburse said earnest money funds. **In the event that the Buyer and the Seller fail to reach an agreement regarding dispersal of the earnest money, the escrow agent is authorized to file an interpleader action, and the parties agree that the escrow agent will be reimbursed from the earnest money for all costs including reasonable attorney's fees.**

## 21 GENERAL CONDITIONS AND STIPULATIONS

1. Time shall be considered to be of the essence of this Contract. The warranties and agreement herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto. If there be more than one Seller or Buyer, the word "Seller" or "Buyer" wherever used herein shall, respectively, be construed to mean Sellers and Buyers, and the necessary grammatical plural changes shall in all cases be assumed as though in each case fully expressed.
2. All notices and demands herein required or given hereunder shall be in writing. The mailing of any such notice or demand by mail to the Seller or to the Buyer at their respective addresses hereinbefore set forth shall be considered sufficient service as of three (3) days after mailing. If there is more than one Seller or Buyer hereunder, the mailing of such notice or demand to any one Seller or Buyer at said respective addresses shall be considered to be sufficient service on all such Sellers and Buyers respectively. Notice may also be sent by facsimile to the Seller or Buyer at the facsimile number indicated on the signature page of this Contract.
3. THE UNDERSIGNED ACKNOWLEDGE THAT IT IS ILLEGAL TO REFUSE TO SELL REAL ESTATE BECAUSE OF RACE, COLOR, AGE, RELIGION, SEX, CREED, PHYSICAL OR MENTAL HANDICAP, NATIONAL ORIGIN, ANCESTRY, MARITAL OR FAMILIAL STATUS, UNFAVORABLE MILITARY DISCHARGE OR DISCHARGE STATUS, ORDER OF PROTECTION STATUS, OR OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT.
4. This Contract contains all the terms and conditions agreed upon by the parties hereof, and supersedes all oral agreement regarding the subject matter of this Contract and may only be amended or altered in writing signed by all parties.
5. Seller and Buyer agree to provide all information necessary to complete and execute all documents and perform all actions necessary to comply with the following: (a) Real Estate Settlement Procedures Act of 1974; (b) Internal Revenue Service Form 1099S; (c) Section 445 of the Internal Revenue Code as amended (which deals with the citizenship of the Seller; (d) a mutually agreeable summary of the closing transaction and (e) all laws, statutes, ordinances and regulations applicable to the transaction.
6. Facsimile copies, Electronic copies and signatures on this Contract shall be as valid as an originally signed Contract.
7. Counterpart Signatures: This Agreement may be signed in counterparts, which together shall constitute one agreement. If the Agreement is signed in counterparts, no signatory hereto shall be bound until all parties named below have duly executed, or caused to be duly executed, a counterpart of this Agreement.

**22. CONTRACT ACCEPTANCE PERIOD**

This Offer shall be accepted by Seller in writing on or before \_\_\_\_\_ am / pm on \_\_\_\_\_, 20\_\_\_\_ or this Offer shall become null and void at the option of the Buyer.

Seller does hereby accept the foregoing Contract this \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ Check here if you are currently a licensed real estate broker in the state of Illinois and understand appropriate disclosure is required to all prospective buyers of this property.

This agreement may be signed in counter parts, each of which shall be deemed as an original, but all of which together shall constitute one and the same document.

_____ Buyer Signature	_____ Date	_____ Seller Signature	Trustee _____ Date
_____ Buyer Signature	_____ Date	_____ Seller Signature	Trustee _____ Date
_____ Buyer Fax Number		_____ Seller Fax Number	
_____ Buyer Email Address		shasselmann@yahoo.com _____ Seller Email Address	
_____ Attorney Name		_____ Attorney Name	
_____ Attorney Address		Lois Cannell Ramon _____ Attorney Address	
_____ Attorney Phone #/Fax #		530 S. State St. suite 200 Belvidere, IL 61008 _____ 815-544-4398 (F) 815-544-0316 (P) _____ Attorney Phone #/Fax #	
_____ Attorney Email Address		lois@tobinramon.com _____ Attorney Email Address	

The undersigned Escrowee acknowledges receipt of the aforementioned earnest money and agrees that said funds shall be held and disbursed by Escrowee according to the terms of the foregoing Contract, and all parties shall receive copies of same.

\_\_\_\_\_  
Escrowee Acceptance of Earnest Money

By Agent \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone #/Fax #

\_\_\_\_\_  
Email Address

Real Estate Brokers for this transaction are:

Selling Broker \_\_\_\_\_

By Agent \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Phone #/Fax # \_\_\_\_\_

Email Address \_\_\_\_\_

Listing Broker MGW \_\_\_\_\_

By Agent \_\_\_\_\_

Address 2020 Aberdeen Court \_\_\_\_\_

Address Sycamore, IL 60178 \_\_\_\_\_

Phone #/Fax # 815-756-3606 \_\_\_\_\_

Email Address info@mgw.us.com \_\_\_\_\_

\_\_\_\_\_

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE. IT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CHANGED EXCEPT BY THEIR WRITTEN CONSENT BY BOTH PARTIES.

EXHIBIT A:

PARCEL 1: THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS. (EXCEPTING THEREFROM THE SOUTH 8.5 FEET THEREOF). (EXCEPTING THEREFROM THE FOLLOWING: THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 255.0 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH, ALONG SAID WEST LINE, 510.74 FEET; THENCE NORTHEASTERLY, AT AN ANGLE OF 111 DEGREES 26 MINUTES 15 SECONDS, MEASURED COUNTERCLOCKWISE FROM SAID WEST LINE, 421.98 FEET; THENCE SOUTHEASTERLY, AT AN ANGLE OF 90 DEGREES 08 MINUTES 54 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 634.0 FEET, THENCE SOUTHWESTERLY, AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, 75.00 FEET; THENCE NORTHWESTERLY, AT AN ANGLE OF 124 DEGREES 29 MINUTES 18 SECONDS, MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 100.07 FEET; THENCE SOUTHWESTERLY, AT AN ANGLE OF 133 DEGREES 42 MINUTES 57 SECONDS, MSD CLOCKWISE FROM THE LAST DESCRIBED COURSE, 484.49 FEET TO THE POINT OF BEGINNING), ALL IN GENOA TOWNSHIP, DEKALB COUNTY, ILLINOIS.

PARCEL 2: THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DEKALB COUNTY, ILLINOIS.

PIN: 03-12-00-004; 03-12-100-005; AND 03-12-100-008  
ADDRESS: Melms Road and New Lebanon Road, Genoa, IL 60135