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**ORDINANCE No. 17-18-14**

*An Ordinance Authorizing the Execution of a Contract for the  
Purchase of Property at 2500 North Chapel Hill Road*

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AN ORDINANCE PASSED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF JOHNSBURG

AT A REGULAR MEETING ON SEPTEMBER 5, 2017

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF JOHNSBURG

President	Edwin P. Hettermann
Board of Trustees	Tom Curry Kyle Frost Josh Hagen Mary Lou Hutchinson Greg Klemstein Kevin McEvoy
Village Administrator	Claudett E. Peters

## **ORDINANCE No. 17-18-14**

### ***An Ordinance Authorizing the Execution of a Contract for the Purchase of Property at 2500 North Chapel Hill Road***

WHEREAS, the Board of Trustees for the Village of Johnsburg, an Illinois municipal corporation located in McHenry County, Illinois (the "Village"), has determined that it would be in the Village's best interests to acquire certain vacant property at 2500 North Chapel Hill Road, McHenry (the "Subject Property") which is legally described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Subject Property is assigned property identification numbers 09-24-277-016, 09-24-277-020, 021, 023 through 028, 09-24-476-006, 09-24-430-007, part of PIN 09-24-476-001, 10-19-177-003, part of PIN 09-24-430-008, part of PIN 09-24-430-008, part of PIN 09-24-430-008, part of PIN 09-24-430-008, part of PIN 09-24-0476-001, 09-24-27-002, 09-24-429-012, 09-24-430-001, 09-24-430-002, 09-24-430-003, 09-24-452-005, 09-24-278-018, 10-19-177-002, 09-24-278-015, 09-24-278-019, 10-19-177-004, and 09-24-430-005; and

WHEREAS, the Subject Property is necessary and appropriate for use as open space and the potential development and continued recreation; and

WHEREAS, the Village has been presented with a contract for the purchase of the Subject Property for the sum of \$1,100,000.00, which contract is attached hereto as Exhibit B; and

NOW, THEREFORE, BE IT ORDAINED by the Village Council of the Village of Johnsburg, McHenry County, Illinois, as follows:

SECTION 1: That the President and Clerk are hereby authorized to execute that contract attached hereto as Exhibit B as well as any and all other documents necessary and appropriate to affect the purchase of the Subject Property pursuant to the terms of said contract and any action associated with the purchase of the Subject Property is hereby ratified.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinance in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye: Trustees Klemstein, McEvoy Hagen, Frost, Curry, and Hutchinson

Voting Nay: None

Absent: None

Abstain: None

APPROVED:

  
\_\_\_\_\_  
President Edwin Hettermann

(SEAL)

ATTEST:   
\_\_\_\_\_  
Village Clerk

Passed: September 5, 2017

Approved: September 5, 2017

Published: September 5, 2017

CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008985134 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PROPERTY A (CHAPEL HILL INCIDENTAL LOTS), CONSISTING OF PARCELS 1 THROUGH 3, AS FOLLOWS:

PARCEL 1:

LOT 18 IN FIRST ADDITION TO OAKWOOD SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 3, 1927 AS DOCUMENT NO. 78420 IN BOOK 5 OF PLATS, PAGE 91, IN MCHENRY COUNTY, ILLINOIS.

ALSO

A PARCEL OF LAND LYING ON SOUTHERLY SIDE OF AND ADJOINING LOT 18 IN FIRST ADDITION TO OAKWOOD SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 3, 1927 AS DOCUMENT NO. 78420 IN BOOK 5 OF PLATS, PAGE 91, DESCRIBED BY BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 18; THENCE SOUTHWESTERLY ON A LINE THAT IS A CONTINUATION OF THE LINE BETWEEN LOTS 17 AND 18 IN SAID SUBDIVISION, FOR A DISTANCE OF 15 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A LINE DRAWN PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 18, A DISTANCE OF 52.94 FEET TO AN INTERSECTION WITH THE LINE BETWEEN LOTS 18 AND 19 OF SAID SUBDIVISION EXTENDED SOUTHWESTERLY; THENCE NORTHEASTERLY BEING ALONG SAID LINE EXTENDED AS AFORESAID, A DISTANCE OF 15.15 FEET TO THE CORNER OF SAID LOT 18; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 18, A DISTANCE OF 55 FEET TO THE PLACE OF BEGINNING.  
SAID PARCEL OF LAND LYING IN A PART OF THE FRACTIONAL NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY: 09-24-277-016

PARCEL 2

LOTS 22, 23, 25, 26, 27, 28, 29 AND 30 IN FIRST ADDITION TO OAKWOOD SUBDIVISION, A SUBDIVISION OF PART OF THE FRACTIONAL NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 3, 1927 AS DOCUMENT NO. 78420, IN BOOK 5 OF PLATS, PAGE 91, IN MCHENRY COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY: 09-24-277-020, 021, 023 THRU 028

PARCEL 3:

LOT 1 IN GOLFVIEW ESTATES, BEING A SUBDIVISION OF PART OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT

CONTINUED ON NEXT PAGE

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008985134 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

THEREOF RECORDED NOVEMBER 9, 1981 AS DOCUMENT NO. 826399, IN MCHENRY COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY: 09-24-476-006

PROPERTY B (CHAPEL HILL PRIMARY LOTS), CONSISTING OF PARCELS 1 THROUGH 14, AS FOLLOWS:

PARCEL 1:

LOT 31 IN RE-PLAT OF HOWELL'S VILLAS SUBDIVISION, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 11, 1925 AS DOCUMENT 67261, IN BOOK 5 OF PLATS, PAGE 23 IN MCHENRY COUNTY, ILLINOIS.

ALSO

LOTS 47 AND 48 IN BLOCK 1 IN HOWELL'S VILLAS SUBDIVISION, A SUBDIVISION OF PART OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 13, 1915 AS DOCUMENT NO. 32822, IN BOOK 3 OF PLATS, PAGE 60, IN MCHENRY COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY: PIN: 09-24-430-007

PARCEL 2:

PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 24, THAT IS 210.05 FEET NORTH FROM THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING IN THE CENTER OF THE MCHENRY AND JOHNSBURG ROAD; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 24, FOR A DISTANCE OF 2231.65 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 114 DEGREES, 32 MINUTES TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED LINE, FOR A DISTANCE OF 1129.0 FEET; THENCE EASTERLY ON A LINE FORMING AN ANGLE OF 59 DEGREES, 50 MINUTES TO THE RIGHT, WITH A PROLONGATION OF THE LAST DESCRIBED LINE, FOR A DISTANCE OF 195 FEET; THENCE SOUTHEASTERLY ON A LINE FORMING AN ANGLE OF 20 DEGREES, 20 MINUTES TO THE RIGHT, WITH A PROLONGATION OF THE LAST DESCRIBED LINE, FOR A DISTANCE OF 103.4 FEET; THENCE EASTERLY ON A LINE FORMING AN ANGLE OF 15 DEGREES, 04 MINUTES TO THE LEFT, WITH A PROLONGATION OF THE LAST DESCRIBED LINE, FOR A DISTANCE OF 86 FEET TO A POINT OF INTERSECTION WITH THE MOST WESTERLY CORNER OF A TRACT OF LAND DEEDED NOVEMBER 11, 1959 AND RECORDED AS DOCUMENT NO. 362670 IN BOOK 614 OF DEEDS, PAGE 572; THENCE EASTERLY ON A CONTINUATION OF THE LAST DESCRIBED LINE, FOR A DISTANCE OF 1405 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID SECTION 24, SAID POINT ALSO BEING IN THE CENTER OF AFORESAID MCHENRY AND JOHNSBURG ROAD; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION, FOR A DISTANCE OF 1030.5 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008985134 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

NOTE FOR INFORMATION ONLY: PART OF PIN: 09-24-476-001

PARCEL 3:

PART OF FRACTIONAL NORTHEAST QUARTER OF SECTION 24, LYING EAST OF THE FOX RIVER, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO BEING A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 45 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

STARTING AT THE MOST NORTHERLY CORNER OF LOT 13, AS SHOWN BY THE PLAT OF FIRST ADDITION TO OAKWOOD SUBDIVISION, RECORDED JUNE 3, 1927 AS DOCUMENT NO. 78420, IN BOOK 5 OF PLATS, PAGE 91; THENCE ON THE WESTERLY LINE OF SAID LOT 13, PRODUCED NORTHEASTERLY, A DISTANCE OF 60 FEET TO A POINT IN THE NORTHERLY LINE OF WASHINGTON STREET, FOR A PLACE OF BEGINNING; THENCE SOUTH 76 DEGREES, 6 MINUTES EAST OF THE NORTHERLY LINE OF WASHINGTON STREET, 317.1 FEET; THENCE NORTHEASTERLY ON A LINE FORMING AN ANGLE OF 47 DEGREES, 2 MINUTES TO THE LEFT OF THE LAST DESCRIBED LINE PRODUCED, FOR A DISTANCE OF 42 FEET; THENCE NORTHEASTERLY ON A LINE FORMING AN ANGLE OF 20 DEGREES, 48 MINUTES TO THE RIGHT FROM THE LAST DESCRIBED LINE PRODUCED, FOR A DISTANCE OF 742.19 FEET TO A POINT IN THE CENTER OF THE HIGHWAY KNOWN AS MCHEHRY AND PISTAKEE BAY ROAD; THENCE NORTHERLY ON A LINE FORMING AN ANGLE OF 55 DEGREES, 28 MINUTES TO THE LEFT FROM THE LAST DESCRIBED LINE PRODUCED, FOR A DISTANCE OF 186.78 FEET BEING ALONG THE CENTER LINE OF SAID HIGHWAY; THENCE WESTERLY ON A LINE FORMING AN INTERIOR ANGLE WITH THE LAST DESCRIBED LINE OF 69 DEGREES, 20 MINUTES, FOR A DISTANCE OF 665.52 FEET; THENCE SOUTHWESTERLY ON A LINE FORMING AN ANGLE OF 9 DEGREES, 8 MINUTES TO THE LEFT FROM THE LAST DESCRIBED LINE PRODUCED, FOR A DISTANCE OF 150.4 FEET; THENCE SOUTHWESTERLY ON A LINE FORMING AN ANGLE OF 23 DEGREES, 19 MINUTES TO THE LEFT FROM THE LAST DESCRIBED LINE PRODUCED, FOR A DISTANCE OF 361.9 FEET TO A POINT WHICH IS 60 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF THE LOTS IN "OAKWOOD SUBDIVISION" AS SHOWN BY THE PLAT THEREOF RECORDED JUNE 1, 1923 AS DOCUMENT NO. 59212, IN BOOK 4 OF PLATS, PAGE 92; THENCE SOUTHWESTERLY ON A LINE PARALLEL WITH THE EASTERLY LINE OF SAID OAKWOOD SUBDIVISION, A DISTANCE OF 75 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY: PIN: 10-19-177-003 AND PART PIN 09-24-430-008

PARCEL 4:

LOTS 15, 16 AND 17 IN FIRST ADDITION TO OAKWOOD SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 3, 1927 AS DOCUMENT NO. 78420, IN BOOK 5 OF PLATS, PAGE 91, AND ALSO PART OF FRACTIONAL NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF SAID LOTS 15, 16 AND 17 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHEAST FRACTIONAL 1/4 SECTION, THAT IS A DISTANCE OF 395.9 FEET WEST OF THE SOUTHEAST CORNER OF SAID FRACTIONAL 1/4, TO A POINT FOR A PLACE OF BEGINNING; THENCE NORTH 5 DEGREES; 24 MINUTES WEST ON THE WESTERLY LINE OF LOTS NOS. 30 TO 19, BOTH INCLUSIVE, IN THE FIRST ADDITION TO OAKWOOD SUBDIVISION, HEREIN ABOVE REFERRED TO, A DISTANCE OF 623 FEET TO THE ANGLE IN THE SOUTHERLY LINE OF LOT 19 IN THE FIRST ADDITION TO OAKWOOD

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008985134 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

SUBDIVISION; THENCE NORTH 76 DEGREES, 06 MINUTES WEST ON THE SOUTHERLY LINE OF LOTS 15 TO 19, BOTH INCLUSIVE, IN SAID ADDITION 223.6 FEET TO THE EASTERLY LINE OF LOT 14 IN SAID ADDITION, THENCE SOUTH 13 DEGREES, 54 MINUTES WEST ON THE EASTERLY LINE OF LOTS 1 TO 12, BOTH INCLUSIVE, AND LOT 14 IN SAID ADDITION, A DISTANCE OF 694.3 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST FRACTIONAL 1/4 OF SAID SECTION 24; THENCE EAST ON SAID SOUTH LINE THEREOF, A DISTANCE OF 442.2 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

(EXCEPTING THEREFROM THAT PART THEREOF, CONVEYED TO WILLIAM F. HARRAH AND WIFE, BY WARRANTY DEED DATED JUNE 1, 1950 BY DEED RECORDED IN BOOK 373 PAGE 205), IN MCHENRY COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY: PART PIN: 09-24-430-008

PARCEL 5:

BLOCK 2 (EXCEPT LOT 40 OF THE RE-PLAT OF HOWELL'S VILLAS SUBDIVISION); ALSO ALL OF BLOCK 3 AND THE EAST 30 FEET OF LOTS 27, 28, 29 AND 30 AND THE EAST 30 FEET OF A STRIP OF LAND 28.6 FEET IN WIDTH LYING NORTH AND ADJACENT TO SAID LOT 27, AND ALL OF LOTS 39 AND 40 IN BLOCK 1 OF HOWELL'S VILLAS SUBDIVISION, A SUBDIVISION IN PART OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 3, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1915 AS DOCUMENT NO. 32822, IN BOOK 3 OF PLATS, PAGE 60,

(EXCEPT ANY PART OF SAID LAND FALLING WITHIN THE BOUNDS OF HOWELL ROAD OR MARTIN AVENUE SHOWN ON THE PLATS OF HOWELL'S VILLAS SUBDIVISION OR ON THE RE-PLAT OF SAID HOWELL'S VILLAS SUBDIVISION), IN MCHENRY COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY: PART PIN: 09-24-430-008

PARCEL 6:

PART OF THE FRACTIONAL SOUTHEAST 1/4 OF FRACTIONAL SECTION 24, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE FOX RIVER, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF SAID FRACTIONAL SOUTHEAST 1/4, AT A POINT 912.1 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; SAID POINT ALSO BEING THE SOUTHEAST CORNER OF HOWELL'S VILLAS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1915 AS DOCUMENT NO. 32822, IN BOOK 3 OF PLATS, PAGE 60; THENCE SOUTH ALONG SAID EAST LINE 492 FEET TO A POINT; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID HOWELL'S VILLA'S SUBDIVISION, FOR A DISTANCE OF 1405 FEET TO A POINT; THENCE NORTHEASTERLY IN A STRAIGHT LINE, 437.45 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND DEEDED BY JOHN J. SMITH AND MARGARET SMITH, HIS WIFE, TO EMMA PABST, DATED DECEMBER 2, 1932 AND RECORDED IN BOOK 199 OF DEEDS, PAGE 500; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID TRACT, 101.15 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF HOWELL'S VILLAS SUBDIVISION; THENCE EAST ALONG THE SOUTH LINE OF SAID HOWELL'S VILLAS SUBDIVISION, 1210.8 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING,

(EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008985134 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

BEGINNING AT A POINT ON THE EAST LINE OF FRACTIONAL SOUTHEAST 1/4 OF SAID FRACTIONAL SECTION 24, WHICH IS 912.1 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG SAID EAST LINE, 158.5 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH ALONG SAID EAST LINE, 82.5 FEET; THENCE WEST, A DISTANCE OF 90.75 FEET, THENCE NORTH, A DISTANCE OF 82.5 FEET; THENCE EAST, A DISTANCE OF 90.75 FEET TO THE PLACE OF BEGINNING), IN MCHENRY COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY: PART PIN 09-24-430-008

PARCEL 7:

PART OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
A TRIANGULAR PARCEL OF LAND ADJACENT TO THE CHAPPEL HILL COUNTY CLUB, MEHENRY, ILLINOIS, COMMENCING AT THE SOUTHEASTERLY CORNER OF A CERTAIN TRACT OF LAND DEEDED BY JOHN J. SMITH AND MARGARET SMITH, TO EMMA PABST, BY DEED DATED DECEMBER 2, 1932 AND RECORDED IN BOOK 199 OF DEEDS, PAGE 500; THENCE SOUTHWESTERLY ALONG THE WESTERLY LINE OF A CERTAIN TRACT OF LAND DEEDED NOVEMBER 11, 1959 AS DOCUMENT NO. 362670 AND RECORDED IN BOOK 614 OF DEEDS, PAGE 572, FOR A DISTANCE OF 237.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY ALONG THE AFOREDESCRIBED WESTERLY LINE, A DISTANCE OF 200.00 FEET; THENCE WESTERLY ON A LINE FORMING AN ANGLE OF 63 DEGREES, 30 MINUTES TO THE RIGHT, WITH A PROLONGATION OF THE LAST DESCRIBED LINE, FOR A DISTANCE OF 85.0 FEET; THENCE NORTHEASTERLY, A DISTANCE OF 250.35 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY: PART PIN 09-24-476-001

PARCEL 8:

LOT 14 IN FIRST ADDITION TO OAKWOOD SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 3, 1927 AS DOCUMENT NO. 78420, IN BOOK 5 OF PLATS, PAGE 91, IN MCHENRY COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY: PIN: 09-24-277-002

PARCEL 9:

THE SOUTH 50 FEET (AS MEASURED ALONG THE EAST LINE THEREOF) OF THE FOLLOWING DESCRIBED LAND:  
THAT PART OF LOT 30, DESCRIBED AS FOLLOWS: STARTING AT THE SOUTHEAST CORNER OF LOT 30 FOR A PLACE OF BEGINNING; THENCE WESTERLY ALONG THE SOUTH LINE OF LOT 30, A DISTANCE OF 182.1 FEET; THENCE NORTHEASTERLY AT AN ANGLE OF 63 DEGREES, 58 MINUTES ALONG A LINE PARALLEL TO THE WESTERLY LINE OF LOT 29 UNTIL A POINT THAT WOULD BE 95 FEET SOUTHWESTERLY OF THE NORTHERLY LINE OF LOT 29 IS REACHED; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL TO THE NORTHERLY LINE OF LOT 29 UNTIL THE EASTERLY LINE OF LOT 30 IS REACHED; THENCE SOUTH ALONG THE EASTERLY LINE OF LOT 30 TO THE PLACE OF BEGINNING, IN THE RE-PLAT OF HOWELL'S VILLAS SUBDIVISION, A



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008985134 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 11, 1925 AS DOCUMENT NO. 67261, IN BOOK 5 OF PLATS, PAGE 23 N MCHENRY COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY: PIN: 09-24-429-012

PARCEL 10:

LOTS 32 TO 36 BOTH INCLUSIVE, IN THE RE-PLAT OF HOWELL'S VILLASUBDIVISION, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 11, 1925 AS DOCUMENT NO. 67261, IN BOOK 5 OF PLATS, PAGE 23, IN MCHENRY COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY: PIN: 09-24-430-001; 09-24-430-002 AND 09-24-430-003

PARCEL 11:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 24;  
RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER 2497.1 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE EASTERLY LINE OF FOX STREET EXTENDED SOUTHERLY, ACCORDING TO THE PLAT OF "SMITH'S SUNNYBANK SUBDIVISION" AS RECORDED IN THE RECORDER'S OFFICE OF MCHENRY COUNTY, ILLINOIS, IN BOOK 5 OF PLATS, PAGE 7;  
THENCE NORTHERLY ALONG SAID EASTERLY LINE AND ITS EXTENSION 74.254 FEET; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE OF FOX STREET, BEING ON A LINE FORMING AN ANGLE OF 27 DEGREES AND 15 MINUTES MEASURED TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 203.3 FEET; THENCE CONTINUING NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID FOX STREET BEING ON A LINE FORMING AN ANGLE OF 6 DEGREES, AND 04 MINUTES, MEASURED TO THE LEFT, WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 148.14 FEET TO THE PLACE OF BEGINNING; THENCE NORTHEASTERLY ON THE CONTINUATION OF THE LAST DESCRIBED LINE, FOR A DISTANCE OF 278.16 FEET TO A POINT; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE OF FOX STREET AND ALONG THE EASTERLY LINE OF FOX STREET CONTINUED, BEING OF A LINE FORMING AN ANGLE OF 10 DEGREES AND 56 MINUTES, MEASURED TO THE LEFT, WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 249.35 FEET; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF THE CONTINUATION OF FOX STREET BEING ON A LINE FORMING AN ANGLE OF 28 DEGREES AND 39 MINUTES MEASURED TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 342.85 FEET; THENCE SOUTHEASTERLY FOR A DISTANCE OF 179.93 FEET TO A POINT ON THE WESTERLY LINE OF THE CHAPEL HILL COUNTRY CLUB GROUNDS AND POINT BEING 191.80 FEET SOUTHWESTERLY FROM AN ANGLE POINT THEREIN; THENCE SOUTHWESTERLY ON THE WESTERLY LINE OF SAID GROUNDS, FOR A DISTANCE OF 860.34 FEET TO A POINT; THENCE NORTHWESTERLY FOR A DISTANCE OF 93.32 FEET TO A POINT, SAID POINT BEING 112.58 FEET SOUTHEASTERLY FROM THE PLACE OF BEGINNING; THENCE NORTHWESTERLY 112.58 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY: PIN: 09-24-452-005

**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A (CONTINUED)**

ORDER NO.: 1401 008985134 D2

**5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):****PARCEL 12:**

PART OF FRACTIONAL NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE FOX RIVER, ALSO A PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 45 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 13 IN THE FIRST ADDITION TO OAKWOOD SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 3, 1927 AS DOCUMENT NO. 78420, IN BOOK 5 OF PLATS, PAGE 91; THENCE ON THE WESTERLY LINE OF SAID LOT 13 PRODUCED NORTHEASTERLY, A DISTANCE OF 60 FEET TO A POINT ON THE NORTHERLY LINE OF WASHINGTON STREET; THENCE SOUTH 76 DEGREES, 06 MINUTES, EAST ON THE NORTHERLY LINE OF WASHINGTON STREET, 317.1 FEET; THENCE NORTHEASTERLY ON A LINE FORMING AN ANGLE OF 47 DEGREES, 02 MINUTES TO THE LEFT, FROM THE DESCRIBED LINE PRODUCED, FOR A DISTANCE OF 42 FEET; THENCE NORTHEASTERLY ON A LINE FORMING AN ANGLE OF 20 DEGREES, 46 MINUTES TO THE RIGHT, FROM THE LAST DESCRIBED LINE, PRODUCED, FOR A DISTANCE OF 742.19 FEET TO A POINT IN THE CENTER OF THE HIGHWAY KNOWN AS CHAPEL HILL ROAD; THENCE NORTHERLY ON A LINE FORMING AN ANGLE OF 56 DEGREES, 28 MINUTES TO THE LEFT, FROM THE LAST DESCRIBED LINE, PRODUCED, FOR A DISTANCE OF 186.78 FEET, BEING ALONG THE CENTER LINE OF SAID HIGHWAY, TO THE INTERSECTION WITH A LINE DRAWN 180 FEET PERPENDICULARLY DISTANCE SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF LOTS 12 THROUGH 18 OF FREUND'S OAK GLEN SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED MAY 25, 1925 AS DOCUMENT NO. 68357, FOR A POINT OF BEGINNING; THENCE NORTH 89 DEGREES, 10 MINUTES 38 SECONDS WEST (BEARING ASSUMED), ALONG SAID PARALLEL LINE, A DISTANCE OF 665.52 FEET; THENCE SOUTH 81 DEGREES, 41 MINUTES, 22 SECONDS WEST, A DISTANCE OF 150.40 FEET; THENCE SOUTH 58 DEGREES, 26 MINUTES, 15 SECONDS WEST, A DISTANCE OF 362.18 FEET, TO A POINT WHICH IS 50 FEET EASTERLY MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF THE LOTS IN OAKWOOD SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 4 OF PLATS, PAGES 92 AND 93; THENCE NORTH 14 DEGREES, 15 MINUTES 47 SECONDS EAST, ON A LINE PARALLEL WITH THE EASTERLY LINE OF SAID OAKWOOD SUBDIVISION, A DISTANCE OF 393.60 FEET TO THE INTERSECTION WITH THE SOUTHERLY LINE OF LOTS 1 THROUGH 10 OF SAID FREUND'S OAK GLEN SUBDIVISION, EXTENDED WEST; THENCE SOUTH 89 DEGREES, 43 MINUTES, 35 SECONDS EAST, ALONG SAID SOUTH LINE AND THE EXTENSION THEREOF, A DISTANCE OF 670.99 FEET, TO THE EAST LINE OF SAID SECTION 24; THENCE NORTH 01 DEGREE, 30 MINUTES, 35 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 8.60 FEET; THENCE SOUTH 89 DEGREES, 10 MINUTES, 38 SECONDS EAST, ALONG THE SOUTHERLY LINE OF LOTS 12 THROUGH 18 AND THE EXTENSION THEREOF, A DISTANCE OF 424.05 FEET TO THE CENTER LINE OF CHAPEL HILL ROAD; THENCE SOUTH 21 DEGREES, 10 MINUTES, 05 SECONDS WEST ALONG SAID LINE, A DISTANCE OF 191.98 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY: PINS: 09-24-278-018 AND 10-19-177-002

**PARCEL 13:**

PART OF FRACTIONAL NORTHEAST QUARTER OF SECTION 24, LYING EAST OF THE FOX RIVER, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 13 IN THE FIRST ADDITION TO

**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A (CONTINUED)**

ORDER NO.: 1401 008985134 D2

**5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):**

OAKWOOD SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 3, 1927 AS DOCUMENT NO. 78420, IN BOOK 5 OF PLATS, PAGE 91; THENCE ON THE WESTERLY LINE OF SAID LOT 13 PRODUCED NORTHEASTERLY, A DISTANCE OF 60 FEET TO A POINT ON THE NORTHERLY LINE OF WASHINGTON STREET; THENCE SOUTH 75 DEGREES, 06 MINUTES EAST ON THE NORTHERLY LINE OF WASHINGTON STREET, 317.1 FEET FOR A POINT OF BEGINNING; THENCE NORTHEASTERLY ON A LINE FORMING AN ANGLE OF 47 DEGREES, 02 MINUTES TO THE LEFT, FROM THE LAST DESCRIBED LINE, PRODUCED, FOR A DISTANCE OF 42 FEET; THENCE NORTHEASTERLY ON A LINE FORMING AN ANGLE OF 20 DEGREES, 48 MINUTES TO THE RIGHT, FROM THE LAST DESCRIBED LINE, PRODUCED, FOR A DISTANCE OF 200.80 FEET TO THE INTERSECTION WITH A LINE DRAWN 2 FEET NORTHWESTERLY OF AND PARALLEL WITH AN OLD FENCE LINE; THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 204.68 FEET TO THE INTERSECTION WITH THE NORTHEASTERLY LINE OF WASHINGTON STREET; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE, BEING A CURVE TO THE LEFT, AND HAVING A RADIUS OF 204.41 FEET, FOR AN ARC DISTANCE OF 47.00 FEET, TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY: PIN: 09-24-278-015

**PARCEL 14:**

PART OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 24, LYING EAST OF THE FOX RIVER, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO A PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 45 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 13 IN THE FIRST ADDITION TO OAKWOOD SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 3, 1927 AS DOCUMENT NO. 78420, IN BOOK 5 OF PLATS, PAGE 91; THENCE ALONG THE WESTERLY LINE OF SAID LOT 13, PRODUCED, NORTHEASTERLY, A DISTANCE OF 60 FEET TO A POINT ON THE NORTHERLY LINE OF WASHINGTON STREET; THENCE SOUTH 76 DEGREES, 06 MINUTES EAST ON THE NORTHERLY LINE OF WASHINGTON STREET, 317.1 FEET; THENCE NORTHEASTERLY ON A LINE FORMING AN ANGLE OF 47 DEGREES, 02 MINUTES TO THE LEFT, FROM THE LAST DESCRIBED LINE PRODUCED, FOR A DISTANCE OF 42 FEET; THENCE NORTHEASTERLY ON A LINE FORMING AN ANGLE OF 20 DEGREES, 48 MINUTES TO THE RIGHT, FROM THE LAST DESCRIBED LINE PRODUCED, FOR A DISTANCE OF 278.19 FEET TO THE INTERSECTION WITH A LINE DRAWN 2 FEET NORTHERLY FROM AND PARALLEL WITH AN OLD FENCE LINE, FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 469.64 FEET TO A POINT IN THE CENTER OF THE HIGHWAY KNOWN AS CHAPEL HILL ROAD; THENCE SOUTHERLY ON A LINE FORMING AN ANGLE OF 123 DEGREES, 32 MINUTES TO THE RIGHT, WITH A PROLONGATION OF THE LAST DESCRIBED LINE, FOR A DISTANCE OF 71.49 FEET, BEING ALONG THE CENTER LINE OF SAID HIGHWAY, TO THE INTERSECTION WITH THE PREVIOUSLY DESCRIBED PARALLEL LINE; THENCE WESTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 434.63 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY; PIN: 09-24-278-019 &amp; 10-19-177-004

**PARCEL 15:**

PART OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 24, TOWNSHIP 45 NORTH, RANGE

**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A (CONTINUED)**

ORDER NO. : 1401 008985134 D2

**5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):**

8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON EAST LINE OF FRACTIONAL SOUTHEAST QUARTER OF SAID FRACTIONAL SECTION 24, WHICH IS 912.1 FEET SOUTH OF NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG SAID EAST LINE 158.5 FEET TO POINT OF BEGINNING; THENCE SOUTH ALONG SAID EAST LINE 82.5 FEET; THENCE WEST 90.75 FEET; THENCE NORTH 82.5 FEET; THENCE EAST 90.75 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY: 09-24-430-005

## Exhibit B

[Vacant Land]

### REAL ESTATE SALE CONTRACT

**THIS REAL ESTATE SALE CONTRACT** (this "Agreement") is made and entered into as of the date of Seller's acceptance as set forth below (the "Effective Date"), by and between Privet Properties, LLC, an Illinois limited liability company ("Seller"), and Home State Bank, not individually, but solely as Trustee under Trust No. 5616 ("Purchaser"), or Purchaser's Assignee, as described in Par. 19, below.

#### RECITALS:

A. Seller acquired property described herein through a combination of deeds in lieu of foreclosure and a foreclosure action.

B. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, the Property, as hereinafter defined, on the following terms and conditions.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

1. **Sale**. Seller hereby agrees to sell and deliver, or cause to be sold and delivered, to Purchaser and Purchaser hereby agrees to purchase from Seller, subject and pursuant to the provisions of this Agreement, fee simple interest in and to that certain land which is legally described on the attached **Exhibit A** (the "Property").

2. **Purchase Price; Payment of Purchase Price**. The purchase price for the Property (the "Purchase Price") shall be an amount equal to the sum of One Million One Hundred Thousand and No/100 Dollars (\$1,100,000.00), plus or minus prorations as set forth in Paragraph 9 below:

(a) **Earnest Money**. Seller, Purchaser and a duly authorized representative of the Chicago Office of Chicago Title Insurance Company (the "Title Company") shall within three (3) business days of the Effective Date execute the Strict Joint Order Escrow Agreement, in the form substantially the same as attached hereto as Exhibit B (the "Escrow Instructions"), and Purchaser shall deliver to the Title Company earnest money (the "Earnest Money") in the sum of Fifty Thousand and No/100ths Dollars (\$50,000.00) to be held by the Title Company in accordance with the terms of the Escrow Instructions. If Purchaser does not terminate this Agreement pursuant to and in accordance with Paragraph 6 below, the Earnest Money shall be non-refundable. The Earnest Money shall be invested as Purchaser may direct, subject to Seller's reasonable approval, with all cost of investment borne by Purchaser. Any and all interest earned on the Earnest Money shall be reported to Purchaser's federal tax identification number.

(b) **Balance of Purchase Price**. The balance of the entire Purchase Price, plus or minus prorations as set forth herein, shall be paid by Purchaser to Seller at the Closing (as

hereinafter defined) by wire transfer of good federal funds to an account designated by the Title Company for the benefit of Seller.

3. **Possession.** Possession of the Property shall be delivered to Purchaser on the Closing Date (as hereinafter defined).

4. **Closing.** The closing (the "Closing") shall occur through escrow at 11:00 a.m. (Chicago, Illinois time) on or before fifteen (15) days after the expiration of the Inspection Period, as defined below, at the Chicago office of the Title Company located at 10 S. LaSalle St., 31<sup>st</sup> Floor, Chicago, IL, 60603, or at such other time and place as Seller and Purchaser shall agree in writing. The date on which the Closing occurs is hereinafter referred to as the "Closing Date". The Closing shall be consummated through escrow with the Title Company as escrowee, and neither party shall be obligated to attend such Closing in person. The cost of the escrow closing shall be shared equally by Seller and Purchaser.

5. **Title Matters.** Seller shall, within fifteen (15) days after the Effective Date, deliver to Purchaser a current commitment for an ALTA Owner's Title Insurance Policy including all documents of record (the "Title Commitment"), in the amount of the Purchase Price, issued by the Title Company. Seller shall provide within fifteen (15) days after the Effective Date provide an ALTA survey of the Property (the "Survey"). Purchaser shall no later than the expiration of the Inspection Period, as defined below, (the "Title Objection Period") to deliver to Seller written notice (the "Title Notice") objecting to any exception raised in the Title Commitment not caused by Purchaser that renders title to the Property unmarketable (collectively, the "Unpermitted Exceptions"). Failure of Purchaser to deliver the Title Notice to Seller within the Title Objection Period shall be deemed to be an election by Purchaser to accept the conveyance of the Property subject to all of the exceptions to title set forth in the Title Commitment, and all of said exceptions shall be deemed to be "Permitted Exceptions" hereunder. If Purchaser delivers the Title Notice to Seller, all exceptions to title set forth in the Title Commitment and not specified in the Title Notice as Unpermitted Exceptions shall be deemed to be "Permitted Exceptions" hereunder. If Purchaser delivers the Title Notice to Seller within the Title Objection Period, Seller shall have the right, but not the obligation, at Seller's cost, during the five (5) business day period following receipt of the Title Notice (the "Title Cure Period") to (1) cause the Unpermitted Exceptions to be removed from the Title Commitment or (2) cause the Title Company to issue an endorsement (on a form customarily used by the Title Company) insuring Purchaser against loss or damage to Purchaser that may be caused by such Unpermitted Exceptions in which event the endorsed exceptions shall be "Permitted Exceptions". If Seller does not cause, or elects not to cause, the Unpermitted Exceptions to be removed from the Title Commitment or to be endorsed over (or agree to cause such matters to be removed or endorsed over prior to Closing) within the Title Cure Period, Purchaser, as its sole right and remedy on account thereof, shall have the right to elect (such election to be exercised by written notice thereof delivered to Seller within two (2) business days after the expiration of the Title Cure Period) either to (x) terminate this Agreement, in which event the full Earnest Money shall be returned to Purchaser and, except as otherwise expressly provided herein to the contrary, neither party hereto shall have any further rights or liabilities under this Agreement accruing after said termination; provided, however, that such termination shall not relieve either

Purchaser or Seller from liabilities and obligations arising from or attributable to the acts or omissions of such party occurring prior to the effective date of such termination; or (y) accept the conveyance of the Property subject to such Unpermitted Exceptions in which event, such Unpermitted Exceptions shall be deemed to be "Permitted Exceptions" hereunder and the Purchase Price shall not be reduced on account of such matters. If Seller does not timely receive notice of Purchaser's election to terminate under this Section, Purchaser will be deemed to have waived the uncured objections and to approve the title as shown in the Title Commitment and such uncured objections shall become "Permitted Exceptions".

6. **Inspection Period; Insurance.**

(a) Purchaser shall have until 5:00 p.m. (Chicago, Illinois time) on the day that is sixty (60) days after the Effective Date (the "Inspection Period") to conduct a non-invasive physical inspection of the Property (collectively, the "Studies"). Purchaser shall not be entitled to perform any invasive testing at the Property or to take any other action which might damage the Property without Seller's written consent, which may be withheld in Seller's sole but reasonable discretion. If any damage occurs at the Property as a result of the Studies or any activities upon the Property by Purchaser or any of Purchaser's Agents (as hereinafter defined), Purchaser shall promptly restore the Property to the condition that existed prior to the commencement of the Studies or such other activities, at Purchaser's sole cost and expense, and shall indemnify the Seller and the Seller Related Parties (as hereinafter defined) as hereinafter set forth, such indemnity to surviving Closing or termination of this Agreement. Subject to the terms and conditions hereof, Seller agrees to allow Purchaser and Purchaser's attorneys, architects, engineers, auditors and other experts and representatives (collectively, "Purchaser's Agents") access to the Property during reasonable hours for the purpose of conducting the Studies. Purchaser agrees that Seller may have a representative present at any inspection or other entry upon the Property by Purchaser or any of Purchaser's Agents. Purchaser shall have the right to terminate this Agreement for any reason, or no reason at all, at any time during the Inspection Period by providing Seller with written notice of Purchaser's election to terminate. Purchaser's failure to terminate this Agreement prior to the expiration of the Inspection Period shall be deemed a waiver of its rights to terminate pursuant to this Paragraph. If Purchaser terminates this Agreement in accordance with the provisions of this Paragraph 6 on or prior to the expiration of the Inspection Period, the Earnest Money shall be returned to Purchaser, and the parties shall so instruct the Title Company within one (1) day after request for such instruction by either party. After disbursement of the Earnest Money as stated in the preceding sentence, except as otherwise provided herein to the contrary, neither party hereto shall have any further rights or liabilities under this Agreement first accruing after said termination. Purchaser shall be solely responsible for paying all costs and expenses with respect to all of the Studies. Purchaser agrees to inform Seller of the status of the Studies periodically during the Inspection Period. Purchaser agrees to provide Seller copies of all completed Studies, at no cost or expense to Seller if a modification is requested due to the results of the Studies or if the Agreement is terminated.

(b) Prior to the commencement of the Studies, Purchaser, at its sole cost, shall obtain and shall thereafter maintain in full force and effect during the Inspection Period or earlier termination of this Agreement, the insurance described on Exhibit C attached hereto. Such

insurance shall name Seller, MB Financial Bank, N.A., and such other persons as may be designated by Seller as additional insureds thereunder. Prior to commencement of the Studies or any other tests, inspections or other work at the Property, Purchaser shall deliver to Seller a certificate or certificates of insurance of all insurance policies to be maintained by Purchaser as provided herein. Such insurance shall not constitute the limit of liability of Purchaser under this Agreement.

(c) Within five (5) business days of the Effective Date, Seller will provide Purchaser with access to or copies of any contract, leases, surveys, environmental reports, geotechnical studies and any other plans or studies that to Seller's Knowledge are in Seller's possession concerning the Property (collectively, the "**Seller Materials**"). Seller Materials shall include contact information for any parties that Purchaser may wish to contact as part of Purchaser's consideration during the inspection period. Seller's proprietary information and any appraisal information is expressly excluded from the definition of Seller's Materials and shall not be delivered or available to Purchaser. Notwithstanding any other provision of this Agreement, Purchaser acknowledges and agrees that Seller has made no representations or warranties as to the accuracy or completeness of the Seller's Materials. Seller's Materials shall not include appraisals or internal or confidential information.

(d) The Property is the subject of a golf course lease for the 2017 golfing season. Rent shall be prorated on the basis of an assumed six month golfing season from June 1, 2017 through November 30, 2017, corresponding to the rental payments from the golf course operator. Rents shall be prorated at closing on the basis of said golfing season. Seller will not be responsible to give any credit for any rents not actually collected, and the parties agree to re-prorate any past due rents when actually collected.

7. **Closing Documents.**

(a) Seller shall deliver to the Title Company the following documents on the Closing Date:

(i) A special warranty deed substantially in the form attached hereto as **Exhibit D**, subject to the Permitted Exceptions and sufficient to permit the Title Company to issue a title policy to Purchaser at Closing in accordance with the terms hereof, subject only to the Permitted Exceptions (the "Title Policy");;

(ii) A closing statement (the "Closing Statement") setting forth the prorations and adjustments to the Purchase Price as required by the terms of this Agreement;

(iii) An Assignment of the golf course lease, if applicable, assigning the lease to Purchaser or Purchaser's Assignee, and an assumption thereof by Purchaser or Purchaser's Assignee.

(iv) State, county and local transfer tax declarations to the extent required by applicable laws;



(v) Such evidence of Seller's power and authority and such other customary affidavits and instruments as the Title Company may reasonably require to issue the Title Policy.

(b) Purchaser shall deliver to the Title Company the following documents on the Closing Date:

(i) The balance of the Purchase Price as set forth in Paragraph 2(b) above;

(ii) Counterparts of any documents referenced in Paragraph 6(a) requiring Purchaser's signature; and

(iii) Such evidence of Purchaser's power and authority and such other customary affidavits and instruments as the Title Company may reasonably require to issue the Title Policy.

8. **Transaction Costs.** Purchaser shall be responsible for municipal transfer taxes allocated to Purchaser by local ordinance, any endorsements to the Title Policy to be issued at Closing other than those required to cure Unpermitted Exceptions which Seller expressly agrees to cure in accordance with the terms hereof, recording costs and any other expenses due from or incurred by Purchaser. Seller shall pay State of Illinois and McHenry County transfer taxes and any municipal transfer taxes allocated to Seller by local ordinance, the cost of the Survey, the base premium for the Title Policy to be issued at Closing and the cost of any title endorsements required to cure Unpermitted Exceptions which Seller expressly agrees to cure in accordance with the terms hereof. Seller and Purchaser shall each pay one-half of any escrow fees (including "New York Style" closing fees) charged by the Title Company. Purchaser shall be responsible for the costs of Purchaser's Studies and other due diligence activities and any costs relating to any financing obtained by Purchaser. Seller and Purchaser shall each be responsible for the fees of their respective attorneys. Purchaser shall pay the cost of all recording fees for the deed and other documents filed or recorded in connection with the transactions contemplated by this Agreement; provided, however, that Seller shall pay all recording fees for all documents required to remove any Unpermitted Exceptions to the extent agreed to be cured by Seller in accordance with the terms hereof.

9. **Prorations.** Prior to the Closing, Seller shall determine the amounts of the prorations in accordance with this Agreement and notify Purchaser thereof. Purchaser shall review and approve such determination promptly and prior to the Closing, such approval not to be unreasonably withheld or delayed. The prorations shall be calculated as of 11:59 p.m. on the day immediately preceding the Closing Date. Thereafter, Purchaser and Seller shall each inform Title Company of such amounts. The following items shall be prorated as of the Closing Date and shall be deducted from or added to the Purchase Price, as appropriate, payable at the Closing: Non-delinquent general real estate taxes for the Property shall be prorated based on the lesser of: (i) 100% of the most recent tax bill(s) for the Property or (ii) 100% of the most recent assessed valuation for the Property multiplied by the most recent state equalization factor

multiplied by the most recent ascertainable tax rate. The tax proration at closing shall be final, and taxes shall not be reprorated.

10. **Representations and Warranties; Modification of Representations and Warranties; Condition of the Property.**

(a) Purchaser hereby represents and warrants to Seller, as of the Effective Date and as of the Closing Date, as follows:

(i) Purchaser is a land trustee, duly organized, validly existing and in good standing under the laws of the State of Illinois.

(ii) Purchaser has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Purchaser pursuant hereto.

(iii) The consummation of the transaction contemplated by this Agreement will not result in a breach of any of the terms and conditions of, or constitute a default under, any agreement to which Purchaser is now a party, or violate or cause to be violated any judgment or decree of any court, administrative agency or governmental body.

(iv) Purchaser is experienced in and knowledgeable about the ownership and management of real estate, and it has relied and will rely exclusively on its own consultants, advisors, counsel, employees, agents, principals and/or Studies, investigations and/or inspections with respect to the Property, its condition, value and potential. Purchaser agrees that, notwithstanding the fact that it has received certain information from Seller, Purchaser has relied solely upon and will continue to rely solely upon its own analysis and will not rely on any information provided by Seller, except as expressly set forth in this Agreement.

(v) Purchaser is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "Orders"). Further, Purchaser covenants and agrees to make its policies, procedures and practices regarding compliance with the Orders, if any, available to Seller for its review and inspection during normal business hours and upon reasonable prior notice.

(vi) Neither Purchaser, nor any beneficial owner of Purchaser or Purchaser's Assignee:

(A) is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and

regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "Lists");

(B) is a person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or

(C) is owned or controlled by, or acts for or on behalf of, any person or entity on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

Purchaser hereby covenants and agrees that if Purchaser obtains knowledge that Purchaser or any of its beneficial owners becomes listed on the Lists or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, Purchaser shall immediately notify Seller in writing, and in such event, Seller shall have the right to terminate this Agreement immediately upon delivery of written notice thereof to Purchaser, and, to the extent permitted by applicable law, the Earnest Money shall be returned to Purchaser.

(vii) None of the Purchaser, any assignee of the Purchaser, or any shareholder, director, manager, member, partner, or other equity holder of the Purchaser or assignee of the Purchaser has been, or is alleged or has been alleged by MB Financial Bank, N.A. ("MB") to be in default of any loan obligation with MB, whether directly or indirectly, or to any of the banks acquired by and now owned by MB. The representation and warranty in this paragraph will be reaffirmed at Closing.

(b) Seller hereby represents and warrants to Purchaser, as of the Effective Date, as follows:

(i) Except as set forth on Exhibit E attached hereto, to Seller's knowledge, there is no pending or threatened litigation against Seller or the Property which would materially affect the Property after Closing. Notwithstanding the foregoing, Seller makes no representations or warranties as to the abandoned and dilapidated clubhouse on the Property. Seller has also recently learned that a structure to the west of the existing clubhouse is occupied by occupants who are not tenants of the Seller. Seller shall use good faith efforts to remove said occupants prior to closing. In the event Seller is unable to cause said occupants to vacate prior to closing, Purchaser shall have the right to either (x) close subject to continued rights of said occupants, (y) elect to extend the closing date up to a maximum of sixty (60) days to give Seller additional time to use good faith efforts to remove the occupants, or (z) terminate this Agreement and receive a refund of the earnest money.

(ii) Seller has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto.

(iii) That the consummation of the transaction contemplated by this Agreement will not result in a breach of any of the terms and conditions of, or constitute a default under, any agreement to which Seller is now a party and which affects the Property, or any part thereof, or violate or cause to be violated any judgment or decree of any court, administrative agency or governmental body.

(iv) Seller has no knowledge of any pending or threatened annexation proceedings or petitions for a change in the zoning or use of the Property.

(v) Seller will not file any petitions for annexation or any other petitions for changes to the zoning or use of the Property prior to the earlier of the Closing or the termination of this Agreement.

Unless otherwise expressly stated in this Agreement, all representations, warranties, obligations, liabilities and covenants of Seller contained herein shall be deemed to have merged into the deed and shall not survive the Closing. Purchaser hereby waives any right to recover indirect, consequential, speculative, or punitive damages against Seller and waives any right to rescind the sale of the Property or any part thereof. In connection with this Agreement, no affiliate of Seller shall have any individual liability hereunder, and no shareholder, member, manager, officer, employee or agent of or consultant to Seller or any affiliate of Seller shall be held to any personal liability hereunder, and no resort shall be had to their property or assets, or the property or assets of any affiliate of Seller or of Seller for the satisfaction of any claims hereunder or in connection with the affairs of any affiliate of Seller or of Seller. The provisions of this paragraph shall survive the Closing or any termination of this Agreement.

(c) In the event that, prior to Closing, Seller discovers that any representation or warranty of Seller is or will be inaccurate, untrue or incorrect, Seller shall give Purchaser one or more notices of any modifications (each, a "Seller Statement of Modification") to the representations and warranties of Seller set forth in this Agreement within five (5) business days after discovering such inaccuracy. In the event of any Seller Statement of Modification concerning a matter which affects the use of the Property, at Purchaser's sole discretion Purchaser shall have the right, exercisable not more than two (2) business days after its receipt of the Seller Statement of Modification to terminate this Agreement, whereupon the Earnest Money shall be returned to Purchaser and, except as otherwise expressly provided herein to the contrary, neither party hereto shall have any further rights or liabilities under this Agreement. In the event that Purchaser has the right to terminate this Agreement pursuant to the terms of this Paragraph and fails to deliver such termination notice to Seller within the time period set forth herein, then Purchaser shall be deemed to have elected to proceed to Closing, in which case, such representation or warranty shall be deemed modified and Purchaser shall be deemed to have waived its rights with respect to any such inaccurate, untrue or breached representation or warranty.

(d) When used in this Agreement, the term "to Seller's knowledge" or similar words shall mean and be limited to the actual (and not imputed, implied or constructive) current knowledge, without inquiry, of Jean E. Thompson, a Vice President of MB Financial Bank, NA.

Notwithstanding anything to the contrary set forth in this Agreement, none of the foregoing individuals shall have any personal liability or liability whatsoever with respect to any matters set forth in this Agreement or any of Seller's representations and/or warranties herein being or becoming untrue, inaccurate or incomplete.

(e) PURCHASER SHALL ACCEPT THE PROPERTY IN AN "AS-IS" AND "WHERE-IS" CONDITION AS OF THE CLOSING, AND PURCHASER AGREES THAT EXCEPT FOR REPRESENTATIONS AND WARRANTIES MADE IN PARAGRAPH 10(b) SELLER HAS NOT AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, TO PURCHASER REGARDING THE PROPERTY, THE CONDITION OF THE PROPERTY OR THE FITNESS OF THE PROPERTY FOR ANY INTENDED OR PARTICULAR USE, ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, BEING HEREBY EXPRESSLY WAIVED BY PURCHASER AND DISCLAIMED BY SELLER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NO REPRESENTATION, WARRANTY, UNDERTAKING, AGREEMENT OR PROMISE, WHETHER EXPRESS OR IMPLIED OR OTHERWISE, HAS BEEN MADE BY SELLER OR SELLER'S AFFILIATES AND THEIR RESPECTIVE MEMBERS, SHAREHOLDERS, PARTNERS, OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, ATTORNEYS AND CONTRACTORS INCLUDING, WITHOUT LIMITATION, MB FINANCIAL BANK, N.A. AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, "SELLER RELATED PARTIES") TO PURCHASER WITH RESPECT TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE SIZE, USE OR TYPE OF LAND, ANY FINANCIAL INFORMATION PERTAINING TO THE OWNERSHIP OR OPERATION OF THE PROPERTY AND/OR THE IMPROVEMENTS, THE CURRENT OR PRIOR FINANCIAL STATUS, MANAGEMENT OR CONDITION OF THE PROPERTY, THE ACCURACY, OR THE COMPLIANCE OF THE PROPERTY AND/OR IMPROVEMENTS WITH APPLICABLE LAWS, OR ANY OTHER MATTER. PURCHASER REPRESENTS AND WARRANTS TO SELLER THAT PURCHASER HAS NOT BEEN INDUCED TO EXECUTE THIS AGREEMENT BY ANY ACT, STATEMENT OR REPRESENTATION OF SELLER OR ANY SELLER RELATED PARTIES. PURCHASER WAIVES ANY CLAIM THAT MAY EXIST FOR PATENT AND/OR LATENT DEFECTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PURCHASER ACKNOWLEDGES THAT NEITHER SELLER NOR ANY SELLER RELATED PARTIES HAVE MADE, AND HEREBY MAKES, NO REPRESENTATION OR WARRANTY PERTAINING TO THE PROPERTY WITH RESPECT TO (I) THE TOTAL AREA OF THE PROPERTY OR ANY IMPROVEMENTS; (II) THE NATURE OF THE SOIL ON AND UNDERLYING THE LAND OR ITS SUITABILITY FOR DEVELOPMENT OR ANY OTHER USE THEREOF, (III) COMPLIANCE OR NON-COMPLIANCE OF THE PROPERTY WITH ENVIRONMENTAL LAWS OR REGULATIONS AND (IV) THE PRESENCE OR ABSENCE OF HAZARDOUS OR TOXIC SUBSTANCES.

11. RELEASE. PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY AS PURCHASER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO ANY MATTER RELATING TO THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER, ANY SELLER RELATED PARTIES OR THIRD PARTIES REPRESENTING OR PURPORTING TO REPRESENT SELLER, WITH RESPECT THERETO. UPON CLOSING, PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS REGARDING THE PROPERTY MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INVESTIGATIONS, AND PURCHASER, UPON CLOSING, SHALL BE DEEMED, ON BEHALF OF ITSELF AND ON BEHALF OF ITS TRANSFEREES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO WAIVE, RELINQUISH, RELEASE AND FOREVER DISCHARGE SELLER AND ALL SELLER RELATED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, BY REASON OF OR ARISING OUT OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, A LATENT OR PATENT CONSTRUCTION DEFECT OR OTHER PHYSICAL CONDITION (INCLUDING, WITHOUT LIMITATION, FUNGHI, MOLD OR MILDEW) WHETHER PURSUANT TO STATUTES IN EFFECT IN THE STATE OF ILLINOIS OR ANY OTHER FEDERAL, STATE, OR LOCAL ENVIRONMENTAL OR HEALTH AND SAFETY LAW OR REGULATION; THE EXISTENCE OF ANY HAZARDOUS MATERIAL WHATSOEVER, ON, AT, TO, IN, ABOVE, ABOUT, UNDER, FROM OR IN THE VICINITY OF THE PROPERTY; AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS WHATSOEVER REGARDING THE PROPERTY. THIS RELEASE INCLUDES CLAIMS OF WHICH PURCHASER IS PRESENTLY UNAWARE AND WHICH PURCHASER DOES NOT PRESENTLY SUSPECT TO EXIST WHICH, IF KNOWN BY PURCHASER, WOULD MATERIALLY AFFECT PURCHASER'S RELEASE OF SELLER OR ANY OF THE SELLER RELATED PARTIES.

IN THIS REGARD AND TO THE EXTENT PERMITTED BY LAW, PURCHASER HEREBY AGREES, REPRESENTS AND WARRANTS THAT PURCHASER REALIZES AND ACKNOWLEDGES THAT FACTUAL MATTERS NOW UNKNOWN TO PURCHASER MAY HAVE GIVEN OR MAY HEREAFTER GIVE RISE TO CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES AND EXPENSES WHICH ARE PRESENTLY UNKNOWN, UNANTICIPATED AND UNSUSPECTED, AND PURCHASER FURTHER AGREES, REPRESENTS AND WARRANTS THAT THE WAIVERS AND RELEASES CONTAINED HEREIN HAVE BEEN NEGOTIATED AND AGREED UPON BY PURCHASER IN LIGHT OF THAT REALIZATION AND THAT PURCHASER NEVERTHELESS HEREBY INTENDS TO RELEASE, DISCHARGE AND ACQUIT SELLER AND ALL SELLER RELATED PARTIES FROM ANY SUCH

**UNKNOWN CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES AND EXPENSES.**

"Hazardous Materials" shall mean (i) hazardous wastes, hazardous materials, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including, but not limited to, substances defined as "hazardous wastes," "hazardous materials," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials", "toxic pollutants", or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601 et seq.; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. § 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1802; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901, et seq.; the Clean Water Act ("CWA"), 33 U.S.C. § 1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; the Clean Air Act ("CAA"), 42 U.S.C. § 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinance now or hereafter in effect relating to environmental matters; and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any environmental law, now or hereafter in effect, including but not limited to (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel and their byproducts, (E) asbestos, (F) lead in water, paint or elsewhere, (G) radon, (H) Polychlorinated Biphenyls (PCB's), (I) ureaformaldehyde, (J) volatile organic compounds (VOC), (K) total petroleum hydrocarbons (TPH), (L) benzene derivative (BTEX), (M) petroleum byproducts and (N) any form of mold.

The provisions of this Paragraph 11 shall survive the Closing. Purchaser and Seller acknowledge and agree that the disclaimers, indemnifications and other agreements set forth herein are an integral part of this Agreement and that Seller would not have agreed to sell the Property to Purchaser for the Purchase Price and Seller would not have agreed to enter into the transaction contemplated by this Agreement without such disclaimers, indemnifications and other agreements set forth above and in Paragraph 12 below.

**12. Indemnification by Purchaser.**

(a) Purchaser, for itself, and for its legal representatives, successors and assigns, shall indemnify, defend and forever hold harmless Seller and all Seller Related Parties from any and all claims, causes of action, suits, action, costs, expenses (including, without limitation, court costs and reasonable attorneys' fees), losses, judgments, payments, damages, liabilities, demands and debts of every kind whatsoever at law or in equity which may be made against or suffered or incurred by the Seller Related Parties, or any of them, or which may be entered, claimed or instituted against any of the Seller Related Parties on account of or as a result of or caused by Purchaser's or Purchaser's Agents' entrance upon the Property prior to the Closing to conduct the Studies or otherwise, or in any way related to the Property post-Closing.

(b) If any action or proceeding shall be brought against any of the Seller Related Parties, or any of them, by reason of any claim in respect of which Purchaser has agreed to hold the Seller Related Parties harmless, Purchaser, upon notice from any of the Seller Related Parties, shall resist or defend such action or proceeding by legal counsel designated by Seller and reasonably satisfactory to Purchaser; provided, however, that anything herein to the contrary notwithstanding, Purchaser shall not and does not agree to indemnify or hold harmless the Seller Related Parties, or any of them, from any claims, costs, damages, actions or proceedings which were caused by or which arise out of any gross negligence or any willful or wanton act or omission of the Seller Related Parties.

(c) The foregoing indemnification by Purchaser shall survive the Closing and any termination of this Agreement regardless of the basis for such termination.

13. **Annexation Proceeding:** Purchaser shall have the right to terminate this Agreement with full refund of Earnest Money in the event that in contravention of Seller's representations and warranties in paragraph 10(b), Seller enters into an annexation agreement prior to closing.

14. **Condemnation.** Upon receipt of an offer or any notice or communication from any governmental or quasi-governmental body seeking to take under its power of eminent domain all or any portion of the Property and/or any improvements thereon prior to the Closing Date, Seller shall promptly notify Purchaser and send such communication, or a copy thereof, to Purchaser. Seller shall transfer the Property to Purchaser on the Closing Date less any portion thereof taken by eminent domain or condemnation; provided, however that if any eminent domain or condemnation action results in the taking or proposed taking of all or a "material portion" (as hereinafter defined) of the Property, Purchaser shall have the right to terminate this Agreement by delivery of written notice thereof to Seller within ten (10) days after receipt by Purchaser of notice of the same. If the Closing Date would occur prior to the expiration of said ten (10) day period, then the Closing Date shall be automatically extended to the date which is five (5) days after the expiration of said ten (10) day period. In the event that Purchaser elects to terminate this Agreement in accordance with the terms hereof, then this Agreement shall be null and void and of no further force and effect and the Earnest Money shall be returned to Purchaser and, except as otherwise expressly provided herein to the contrary, neither Seller nor Purchaser shall have any further rights or liabilities occurring hereunder after said termination. If Purchaser does not elect to terminate this Agreement (or is otherwise not permitted to terminate this Agreement) and the portion of the Property and/or any improvements thereon so required by the condemning authority is taken on or before the Closing, then the proceeds of such condemnation or sale in lieu thereof paid prior to Closing shall be assigned by Seller to Purchaser and delivered to Purchaser at Closing, and the property so taken or sold shall not be subject to this Agreement. If (x) Purchaser has the right to terminate this Agreement pursuant to this Paragraph but does not elect to terminate and the portion of Property and/or any improvements thereon so required by the condemning authority is taken after the Closing Date, or (y) Purchaser does not have the right to terminate this Agreement pursuant to this Paragraph, then following the Closing, all proceeds of such condemnation or sale in lieu thereof shall be the sole and exclusive property of Purchaser. Seller and Purchaser agree to cooperate with each



other to obtain the highest and best price for the condemned property. For purposes hereof, the term "material portion" shall mean a portion of the Property and/or any improvements thereon which, if taken, would materially and adversely interfere with the operation or use of the Property.

15. **Right, Title or Interest.** No right, title or interest legal or equitable, in the Property, or any portion thereof shall vest in Purchaser until full payment of the Purchase Price has been made and Seller is obligated to convey the Property to Purchaser as provided in this Agreement.

16. **Seller Default.** Provided Purchaser has complied with all of Purchaser's obligations set forth in this Agreement and is not in default hereunder, if Seller fails to perform or observe in any material respect any of the covenants or agreements to be kept or performed by Seller under this Agreement and such failure remains uncured five (5) days after receipt of written notice thereof from Purchaser, Purchaser, at its election, shall be entitled to (i) waive Seller's default and proceed to close on the terms and conditions set forth in this Agreement; or (ii) terminate this Agreement, and if this Agreement is so terminated, the Earnest Money shall be returned to Purchaser, in full settlement of all claims, and, except as otherwise expressly provided herein to the contrary, neither Purchaser nor Seller shall have any further rights or liabilities accruing hereunder after said termination. Purchaser waives any right to pursue any other remedy at law or equity for such default of Seller, including, without limitation, any right to seek specific performance or to seek, claim or obtain damages, punitive damages or consequential damages. In no case shall Seller ever be liable to Purchaser under any statutory, common law, equitable or other theory of law, either prior to or following the Closing, for any lost rents, profits, "benefit of the bargain," business opportunities or any form of consequential damage in connection with any claim, liability, demand or cause of action in any way or manner relating to the Property, the condition of the Property, this Agreement, or any transaction or matter between the parties contemplated hereunder.

17. **Purchaser Default.** If Purchaser fails to perform or observe in any material respect any of the covenants or agreements to be kept or performed by Purchaser under this Agreement, and if such failure remains uncured five (5) days after receipt of written notice thereof from Seller (except that there shall be no cure period on account of the failure of Purchaser to pay any portion of the Purchase Price or any other amounts due in accordance with the terms hereof), or if any of the representations or warranties of Purchaser under this Agreement is untrue in any material respect, Seller shall be entitled, as its sole remedy, to terminate this Agreement prior to Closing, and if this Agreement is so terminated, the Earnest Money shall be delivered to and retained by Seller in full settlement as liquidated damages, and except as otherwise expressly provided herein to the contrary, neither Purchaser nor Seller shall have any further rights or liabilities accruing hereunder after said termination.

18. **Notices.** All notices required or permitted to be delivered hereunder shall be in writing and shall be delivered in person, by overnight express carrier, by United States registered or certified mail with return receipt requested or by electronic mail. If delivered in person, such notices shall be effective on the date of delivery and, if sent by overnight express carrier, shall be

effective on the next business day immediately following the day sent and, if so mailed, shall be effective at the time of deposit in any U.S. Post Office or collection box with postage prepaid and, if sent by electronic mail, shall be deemed effective on the day when sent. All notices shall be addressed as follows:

To Seller: c/o MB Financial Bank, NA  
6111 N. River Road  
Rosemont, Illinois 60018  
Attn: Jean E. Thompson  
Phone: (847)653-7351  
Email: jthompson@mbfinancial.com

With copy to: Murray, Jensen & Wilson, Ltd.  
101 N. Wacker Dr., Suite 609  
Chicago, Illinois 60606  
Attn: Scott E. Jensen  
Phone: (312)263-5452  
Email: sjensen@mjwchicago.com

To Purchaser:

Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

With copy to: SmithAmundsen LLC  
2460 Lake Shore Drive  
Woodstock, IL 60098  
Attn: Carlos S. Arevalo  
Phone: (815)337-5012  
Email: carevalo@salawus.com

or at such other addresses as either party hereto may designate by giving written notice thereof to the other party hereto in the aforesaid manner.

19. **Assignment and Binding Effect.**

(a) Purchaser shall not sell, transfer or assign this Agreement or any of Purchaser's rights under this Agreement, or transfer, sell or assign a majority interest in the equity or voting securities of Purchaser, without in each such instance obtaining the prior written consent of Seller, which Seller will not unreasonably withhold. Any such transfer or assignment without such previous written consent shall not vest in the transferee or assignee any right, title or interest in the Property or under this Agreement, but shall render all of Seller's duties,

obligations, covenants and agreements under this Agreement null and void at the election of Seller, and shall constitute a default by Purchaser under this Agreement, pursuant to Paragraph 17 above. If Seller, in its discretion, consents to any such transfer or assignment of the Property or transfer or assignment of this Agreement, any transfer, sale or assignment of a majority interest in the voting or equity securities of Purchaser, the transferee, assignee or lessee of Purchaser shall assume in writing the obligations of Purchaser under this Agreement and shall be jointly and severally liable with Purchaser for all obligations of Purchaser under this Agreement. Notwithstanding the foregoing, Purchaser may assign its rights under this Agreement without Seller's consent to any person(s) or entity(ies) that, directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, Purchaser; provided that Purchaser shall deliver written notice of any such assignment(s) to Seller at least five (5) business days before the Closing (together with a copy of an executed assumption agreement by which the assignee assumes the obligations of "Purchaser" herein). No sale, assignment, or transfer by Purchaser of its rights under this Agreement or in or to the Property nor any sale, transfer or assignment of a majority interest in the voting or equity securities of Purchaser shall relieve Purchaser from any liability under this Agreement, past, present or future, it being understood and agreed that Purchaser shall remain liable for all Purchaser's obligations under this Agreement. Notwithstanding the foregoing, Purchaser may assign its rights under this Agreement without Seller's consent to any person(s) or entity(ies) that, directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, Purchaser's beneficial owner; provided that Purchaser shall deliver written notice of any such assignment(s) to Seller at least five (5) business days before the Closing (together with a copy of an executed assumption agreement by which the assignee assumes the obligations of "Purchaser" herein). The provisions of sub-Paragraphs 10(a)(ii) through (vii) shall apply to any Assignee hereunder.

(b) It is expressly agreed by Seller and Purchaser that all of the provisions of this Agreement shall be binding upon the heirs, successors, legal representatives and assigns of Seller and Purchaser, and shall inure to the benefit of all heirs, successors, assigns and legal representatives of Seller and Purchaser permitted under this Paragraph 19.

20. **Confidentiality.** Except as may be required by law, without the prior written consent of Seller, and unless the Closing occurs, Purchaser shall not disclose to any third party the existence of this Agreement or any term or condition thereof or the results of any inspections or Studies undertaken in connection herewith. Purchaser agrees to keep confidential and not to use, other than in connection with its determination whether to proceed with the purchase of the Property in accordance with the provisions of Paragraph 6 above, any of the documents, material or information regarding the Property supplied to Purchaser by Seller or by any third party at the request of Seller, except Purchaser may share such documents, material and information with Purchaser's consultants, potential lenders, investors, partners and/or such other persons or entities that Purchaser's financial advisors or attorneys deem reasonably necessary on a "need to know" basis, unless Purchaser is compelled to disclose such documents, material or information by law or by subpoena, in which event, Purchaser shall notify Seller of such compulsion no less than five (5) days prior to such disclosure. Purchaser agrees to indemnify and hold harmless Seller from and against any and all losses, damages, claims and liabilities of any kind (including,

without limitation, reasonable attorneys' fees) arising out of Purchaser's breach of this Paragraph 20. In the event that the Closing does not occur in accordance with the terms of this Agreement, Purchaser shall promptly return to Seller all of the documents, materials and information regarding the Property supplied to Purchaser by Seller or at the request of Seller. Any disclosure of information prohibited by this Paragraph 20 shall be deemed a default hereunder by Purchaser. The provisions of this Paragraph 20 shall survive the termination of this Agreement.

21. Miscellaneous.

(a) Commissions. Seller agrees to pay upon Closing (but not otherwise) a brokerage commission due to Land Partners LLC pursuant to a separate agreement for services rendered in connection with the sale and purchase of the Property. Purchaser represents to Seller that it is also represented by Land Partners LLC. Seller and Purchaser each consent, agree and acknowledge that Land Partners LLC is acting as a dual agent hereunder. Seller and Purchaser shall each indemnify and hold the other harmless from and against any and all claims of all other brokers and finders claiming by, through or under the indemnifying party and in any way related to the sale and purchase of the Property, this Agreement or otherwise, including, without limitation, attorneys' fees and expenses incurred by the indemnified party in connection with such claim. This Paragraph 21(a) shall survive Closing or the termination of this Agreement.

(b) Entire Agreement. Both parties hereto hereby acknowledge that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Property, and agree that this Agreement shall not be altered, modified or amended except by a written instrument duly executed by both parties hereto.

(c) Modification. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

(d) Third Party Rights. Except as otherwise set forth in Paragraph 19 above and other than with respect to the successors and permitted assigns of Purchaser and Seller as provided in this Agreement and others who or which are expressly benefited by indemnification or other provisions of this Agreement, no person or entity shall be entitled to any of the rights or benefits accorded to Purchaser and Seller hereunder, and no person or entity shall be entitled to rely on any of the provisions hereof.

(e) Time is of the Essence. Time shall be of the essence in the performance of all covenants, agreements and obligations under this Agreement.

(f) Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the state where the property is located without regard to such state's choice of law rules. **The parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of Illinois located in the City of Woodstock, McHenry County, Illinois for any actions, suits or proceedings arising out of or relating to the terms of this Agreement and the transactions contemplated hereby (and**

agrees not to commence any action, suit or proceeding relating thereto except in such courts).

(g) No Joint Venture. It is understood and agreed that Purchaser and Seller shall in no event be construed for any purpose to be partners, joint venturers, agents or associates of each other in the performance of their respective obligations hereunder or with respect to the Property.

(h) Captions. The captions used in connection with the paragraphs of this Agreement are for convenience of reference only and shall not be deemed to construe or limit the meaning or language of this Agreement.

(i) Severability. If any provision of this Agreement, or portion thereof, is held by a court to be invalid, void or unenforceable, the remainder of such provision and the remaining provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the invalid or unenforceable provision shall be modified so as to most nearly as possible achieve the intention of this Agreement.

(j) Assignment of Interest in Studies. If for any reason Purchaser does not consummate the Closing, then Purchaser shall, upon Seller's request, assign and transfer to Seller all of Purchaser's right, title and interest in and to any and all Studies, surveys and other information, data and/or documents relating to the Property or any part thereof prepared by or at the request of Purchaser, its employees and agents, and shall deliver to Seller copies of all of the foregoing.

(k) Recording. At all times after the date of this Agreement, neither party shall record or permit to be recorded this Agreement, a copy of this Agreement, or any memorandum, short form Agreement or other document summarizing the terms and provisions of this Agreement. In the event of any breach by either party of the provisions contained in the immediately preceding sentence, the non-breaching party may terminate this Agreement and retain the Earnest Money, as liquidated damages.

(l) Attorneys' Fees. Should any party hereto employ an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, the prevailing party shall be entitled to receive from the other party hereto reimbursement for all reasonable attorneys' fees and all costs, whether incurred at the trial or appellate level, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees and the costs of any bonds, and such reimbursement shall be included in any judgment, decree or final order issued in that proceeding. The "prevailing party" means the party in whose favor a judgment, decree or final order is rendered.

(m) Business Day. In the event that the date for performance of any of the provisions hereof is due on a day that is a Saturday, Sunday or Illinois state or United States national holiday, such due date shall be extended to the immediately succeeding business day.

(n) Proper Execution. The submission by Seller to Purchaser of this Agreement in unsigned form shall be deemed to be a submission solely for Purchaser's consideration and not for acceptance and execution. Such submission shall have no binding force and effect, shall not constitute an option, and shall not confer any rights or impose any obligations upon Purchaser or Seller, irrespective of any reliance thereon, change of position or partial performance. The submission by Seller of this Agreement for execution by Purchaser and the actual execution and delivery thereof by Purchaser to Seller shall similarly have no binding force and effect on Seller unless and until Seller shall have executed this Agreement and the Earnest Money shall have been received by the Title Company.

(o) Construction. No provision of this Agreement shall be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Agreement; both parties, being represented by counsel, having fully participated in the negotiation of this Agreement.

(p) Waiver of Jury Trial. PURCHASER AND SELLER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENT (WHETHER ORAL OR WRITTEN) OR ANY ACTIONS OF EITHER PARTY ARISING OUT OF OR RELATED IN ANY MANNER WITH THIS AGREEMENT OR THE PROPERTY (INCLUDING WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT OR ANY CLAIMS OR DEFENSES ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR SELLER TO ENTER INTO AND ACCEPT THIS AGREEMENT AND THE DOCUMENTS TO BE DELIVERED BY PURCHASER AT CLOSING AND SHALL SURVIVE THE CLOSING OR TERMINATION OF THIS AGREEMENT. Each party hereby authorizes and empowers the other to file this Paragraph 21(p) and this Agreement with the clerk or judge of any court of competent jurisdiction as a written consent to waiver of jury trial.

(q) Counterparts. This Agreement may be executed in several counterparts and such executed counterparts shall be considered an original and, when taken together, shall constitute one and the same instrument.

(r) Signatures. Handwritten signatures to this Agreement transmitted by electronic transmission (for example, through use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver to the other party an executed original of this Agreement with its actual signature, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each party to this Agreement shall be bound by its own electronically transmitted handwritten signature and shall accept the electronically transmitted handwritten signature of the other party to this Agreement.

**IN WITNESS WHEREOF**, this Agreement is executed as of the day and year first written above.

**SELLER:**

Privet Properties, LLC, an Illinois limited liability company

By: \_\_\_\_\_

Name: Jean E. Thompson

Title: Authorized Representative

Date of Seller's Acceptance: \_\_\_\_\_

**PURCHASER:**

Home State Bank, not individually, but solely as Trustee under Trust No. 5616

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Purchaser's Execution: \_\_\_\_\_

[Vacant Land]

**EXHIBIT A**

LEGAL DESCRIPTION OF PROPERTY



CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A (CONTINUED)

ORDER NO. : 1401 008985134 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PROPERTY A (CHAPEL HILL INCIDENTAL LOTS), CONSISTING OF PARCELS 1 THROUGH 3, AS FOLLOWS:

PARCEL 1:

LOT 18 IN FIRST ADDITION TO OAKWOOD SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 3, 1927 AS DOCUMENT NO. 78420 IN BOOK 5 OF PLATS, PAGE 91, IN MCHENRY COUNTY, ILLINOIS.

ALSO

A PARCEL OF LAND LYING ON SOUTHERLY SIDE OF AND ADJOINING LOT 18 IN FIRST ADDITION TO OAKWOOD SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 3, 1927 AS DOCUMENT NO. 78420 IN BOOK 5 OF PLATS, PAGE 91, DESCRIBED BY BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 18; THENCE SOUTHWESTERLY ON A LINE THAT IS A CONTINUATION OF THE LINE BETWEEN LOTS 17 AND 18 IN SAID SUBDIVISION, FOR A DISTANCE OF 15 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A LINE DRAWN PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 18, A DISTANCE OF 52.94 FEET TO AN INTERSECTION WITH THE LINE BETWEEN LOTS 18 AND 19 OF SAID SUBDIVISION EXTENDED SOUTHWESTERLY; THENCE NORTHEASTERLY BEING ALONG SAID LINE EXTENDED AS AFORESAID, A DISTANCE OF 15.15 FEET TO THE CORNER OF SAID LOT 18; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 18, A DISTANCE OF 55 FEET TO THE PLACE OF BEGINNING.  
SAID PARCEL OF LAND LYING IN A PART OF THE FRACTIONAL NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY: 09-24-277-016

PARCEL 2

LOTS 22, 23, 25, 26, 27, 28, 29 AND 30 IN FIRST ADDITION TO OAKWOOD SUBDIVISION, A SUBDIVISION OF PART OF THE FRACTIONAL NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 3, 1927 AS DOCUMENT NO. 78420, IN BOOK 5 OF PLATS, PAGE 91, IN MCHENRY COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY: 09-24-277-020, 021, 023 THRU 028

PARCEL 3:

LOT 1 IN GOLFOVIEW ESTATES, BEING A SUBDIVISION OF PART OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT

CONTINUED ON NEXT PAGE

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008985134 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

THEREOF RECORDED NOVEMBER 9, 1981 AS DOCUMENT NO. 826399, IN MCHENRY COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY: 09-24-476-006

PROPERTY B (CHAPEL HILL PRIMARY LOTS), CONSISTING OF PARCELS 1 THROUGH 14, AS FOLLOWS:

PARCEL 1:

LOT 31 IN RE-PLAT OF HOWELL'S VILLAS SUBDIVISION, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 11, 1925 AS DOCUMENT 67261, IN BOOK 5 OF PLATS, PAGE 23 IN MCHENRY COUNTY, ILLINOIS.

ALSO

LOTS 47 AND 48 IN BLOCK 1 IN HOWELL'S VILLAS SUBDIVISION, A SUBDIVISION OF PART OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 13, 1915 AS DOCUMENT NO. 32822, IN BOOK 3 OF PLATS, PAGE 60, IN MCHENRY COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY: PIN: 09-24-430-007

PARCEL 2:

PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 24, THAT IS 210.05 FEET NORTH FROM THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING IN THE CENTER OF THE MCHENRY AND JOHNSBURG ROAD; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 24, FOR A DISTANCE OF 2231.65 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 114 DEGREES, 32 MINUTES TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED LINE, FOR A DISTANCE OF 1129.0 FEET; THENCE EASTERLY ON A LINE FORMING AN ANGLE OF 59 DEGREES, 50 MINUTES TO THE RIGHT, WITH A PROLONGATION OF THE LAST DESCRIBED LINE, FOR A DISTANCE OF 195 FEET; THENCE SOUTHEASTERLY ON A LINE FORMING AN ANGLE OF 20 DEGREES, 20 MINUTES TO THE RIGHT, WITH A PROLONGATION OF THE LAST DESCRIBED LINE, FOR A DISTANCE OF 103.4 FEET; THENCE EASTERLY ON A LINE FORMING AN ANGLE OF 15 DEGREES, 04 MINUTES TO THE LEFT, WITH A PROLONGATION OF THE LAST DESCRIBED LINE, FOR A DISTANCE OF 86 FEET TO A POINT OF INTERSECTION WITH THE MOST WESTERLY CORNER OF A TRACT OF LAND DEEDED NOVEMBER 11, 1959 AND RECORDED AS DOCUMENT NO. 362670 IN BOOK 614 OF DEEDS, PAGE 572; THENCE EASTERLY ON A CONTINUATION OF THE LAST DESCRIBED LINE, FOR A DISTANCE OF 1405 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID SECTION 24, SAID POINT ALSO BEING IN THE CENTER OF AFORESAID MCHENRY AND JOHNSBURG ROAD; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION, FOR A DISTANCE OF 1030.5 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008985134 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

NOTE FOR INFORMATION ONLY: PART OF PIN: 09-24-476-001

PARCEL 3:

PART OF FRACTIONAL NORTHEAST QUARTER OF SECTION 24, LYING EAST OF THE FOX RIVER, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO BEING A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 45 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

STARTING AT THE MOST NORTHERLY CORNER OF LOT 13, AS SHOWN BY THE PLAT OF FIRST ADDITION TO OAKWOOD SUBDIVISION, RECORDED JUNE 3, 1927 AS DOCUMENT NO. 78420, IN BOOK 5 OF PLATS, PAGE 91; THENCE ON THE WESTERLY LINE OF SAID LOT 13, PRODUCED NORTHEASTERLY, A DISTANCE OF 60 FEET TO A POINT IN THE NORTHERLY LINE OF WASHINGTON STREET, FOR A PLACE OF BEGINNING; THENCE SOUTH 76 DEGREES, 6 MINUTES EAST OF THE NORTHERLY LINE OF WASHINGTON STREET, 317.1 FEET; THENCE NORTHEASTERLY ON A LINE FORMING AN ANGLE OF 47 DEGREES, 2 MINUTES TO THE LEFT OF THE LAST DESCRIBED LINE PRODUCED, FOR A DISTANCE OF 42 FEET; THENCE NORTHEASTERLY ON A LINE FORMING AN ANGLE OF 20 DEGREES, 48 MINUTES TO THE RIGHT FROM THE LAST DESCRIBED LINE PRODUCED, FOR A DISTANCE OF 742.19 FEET TO A POINT IN THE CENTER OF THE HIGHWAY KNOWN AS MCHEHRY AND PISTAKEE BAY ROAD; THENCE NORTHERLY ON A LINE FORMING AN ANGLE OF 55 DEGREES, 28 MINUTES TO THE LEFT FROM THE LAST DESCRIBED LINE PRODUCED, FOR A DISTANCE OF 186.78 FEET BEING ALONG THE CENTER LINE OF SAID HIGHWAY; THENCE WESTERLY ON A LINE FORMING AN INTERIOR ANGLE WITH THE LAST DESCRIBED LINE OF 69 DEGREES, 20 MINUTES, FOR A DISTANCE OF 665.52 FEET; THENCE SOUTHWESTERLY ON A LINE FORMING AN ANGLE OF 9 DEGREES, 8 MINUTES TO THE LEFT FROM THE LAST DESCRIBED LINE PRODUCED, FOR A DISTANCE OF 150.4 FEET; THENCE SOUTHWESTERLY ON A LINE FORMING AN ANGLE OF 23 DEGREES, 19 MINUTES TO THE LEFT FROM THE LAST DESCRIBED LINE PRODUCED, FOR A DISTANCE OF 361.9 FEET TO A POINT WHICH IS 60 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF THE LOTS IN "OAKWOOD SUBDIVISION" AS SHOWN BY THE PLAT THEREOF RECORDED JUNE 1, 1923 AS DOCUMENT NO. 59212, IN BOOK 4 OF PLATS, PAGE 92; THENCE SOUTHWESTERLY ON A LINE PARALLEL WITH THE EASTERLY LINE OF SAID OAKWOOD SUBDIVISION, A DISTANCE OF 75 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY: PIN: 10-19-177-003 AND PART PIN 09-24-430-008

PARCEL 4:

LOTS 15, 16 AND 17 IN FIRST ADDITION TO OAKWOOD SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 3, 1927 AS DOCUMENT NO. 78420, IN BOOK 5 OF PLATS, PAGE 91, AND ALSO PART OF FRACTIONAL NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF SAID LOTS 15, 16 AND 17 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHEAST FRACTIONAL 1/4 SECTION, THAT IS A DISTANCE OF 395.9 FEET WEST OF THE SOUTHEAST CORNER OF SAID FRACTIONAL 1/4, TO A POINT FOR A PLACE OF BEGINNING; THENCE NORTH 5 DEGREES, 24 MINUTES WEST ON THE WESTERLY LINE OF LOTS NOS. 30 TO 19, BOTH INCLUSIVE, IN THE FIRST ADDITION TO OAKWOOD SUBDIVISION, HEREIN ABOVE REFERRED TO, A DISTANCE OF 623 FEET TO THE ANGLE IN THE SOUTHERLY LINE OF LOT 19 IN THE FIRST ADDITION TO OAKWOOD

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008985134 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

SUBDIVISION; THENCE NORTH 76 DEGREES, 06 MINUTES WEST ON THE SOUTHERLY LINE OF LOTS 15 TO 19, BOTH INCLUSIVE, IN SAID ADDITION 223.6 FEET TO THE EASTERLY LINE OF LOT 14 IN SAID ADDITION, THENCE SOUTH 13 DEGREES, 54 MINUTES WEST ON THE EASTERLY LINE OF LOTS 1 TO 12, BOTH INCLUSIVE, AND LOT 14 IN SAID ADDITION, A DISTANCE OF 694.3 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST FRACTIONAL 1/4 OF SAID SECTION 24; THENCE EAST ON SAID SOUTH LINE THEREOF, A DISTANCE OF 442.2 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

(EXCEPTING THEREFROM THAT PART THEREOF, CONVEYED TO WILLIAM F. HARRAH AND WIFE, BY WARRANTY DEED DATED JUNE 1, 1950 BY DEED RECORDED IN BOOK 373 PAGE 205), IN MCHENRY COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY: PART PIN: 09-24-430-008

PARCEL 5:

BLOCK 2 (EXCEPT LOT 40 OF THE RE-PLAT OF HOWELL'S VILLAS SUBDIVISION); ALSO ALL OF BLOCK 3 AND THE EAST 30 FEET OF LOTS 27, 28, 29 AND 30 AND THE EAST 30 FEET OF A STRIP OF LAND 28.6 FEET IN WIDTH LYING NORTH AND ADJACENT TO SAID LOT 27, AND ALL OF LOTS 39 AND 40 IN BLOCK 1 OF HOWELL'S VILLAS SUBDIVISION, A SUBDIVISION IN PART OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 3, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1915 AS DOCUMENT NO. 32822, IN BOOK 3 OF PLATS, PAGE 60,

(EXCEPT ANY PART OF SAID LAND FALLING WITHIN THE BOUNDS OF HOWELL ROAD OR MARTIN AVENUE SHOWN ON THE PLATS OF HOWELL'S VILLAS SUBDIVISION OR ON THE RE-PLAT OF SAID HOWELL'S VILLAS SUBDIVISION), IN MCHENRY COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY: PART PIN: 09-24-430-008

PARCEL 6:

PART OF THE FRACTIONAL SOUTHEAST 1/4 OF FRACTIONAL SECTION 24, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE FOX RIVER, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF SAID FRACTIONAL SOUTHEAST 1/4, AT A POINT 912.1 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; SAID POINT ALSO BEING THE SOUTHEAST CORNER OF HOWELL'S VILLAS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1915 AS DOCUMENT NO. 32822, IN BOOK 3 OF PLATS, PAGE 60; THENCE SOUTH ALONG SAID EAST LINE 492 FEET TO A POINT; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID HOWELL'S VILLA'S SUBDIVISION, FOR A DISTANCE OF 1405 FEET TO A POINT; THENCE NORTHEASTERLY IN A STRAIGHT LINE, 437.45 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND DEEDED BY JOHN J. SMITH AND MARGARET SMITH, HIS WIFE, TO EMMA PABST, DATED DECEMBER 2, 1932 AND RECORDED IN BOOK 199 OF DEEDS, PAGE 500; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID TRACT, 101.15 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF HOWELL'S VILLAS SUBDIVISION; THENCE EAST ALONG THE SOUTH LINE OF SAID HOWELL'S VILLAS SUBDIVISION, 1210.8 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING,

(EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A (CONTINUED)**

ORDER NO. : 1401 008985134 D2

**5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):**

BEGINNING AT A POINT ON THE EAST LINE OF FRACTIONAL SOUTHEAST 1/4 OF SAID FRACTIONAL SECTION 24, WHICH IS 912.1 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG SAID EAST LINE, 158.5 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH ALONG SAID EAST LINE, 82.5 FEET; THENCE WEST, A DISTANCE OF 90.75 FEET, THENCE NORTH, A DISTANCE OF 82.5 FEET; THENCE EAST, A DISTANCE OF 90.75 FEET TO THE PLACE OF BEGINNING), IN MCHENRY COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY: PART PIN 09-24-430-008

**PARCEL 7:**

PART OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
A TRIANGULAR PARCEL OF LAND ADJACENT TO THE CHAPPEL HILL COUNTY CLUB, MEHENRY, ILLINOIS, COMMENCING AT THE SOUTHEASTERLY CORNER OF A CERTAIN TRACT OF LAND DEEDED BY JOHN J. SMITH AND MARGARET SMITH, TO EMMA PABST, BY DEED DATED DECEMBER 2, 1932 AND RECORDED IN BOOK 199 OF DEEDS, PAGE 500; THENCE SOUTHWESTERLY ALONG THE WESTERLY LINE OF A CERTAIN TRACT OF LAND DEEDED NOVEMBER 11, 1959 AS DOCUMENT NO. 362670 AND RECORDED IN BOOK 614 OF DEEDS, PAGE 572, FOR A DISTANCE OF 237.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY ALONG THE AFOREDESCRIBED WESTERLY LINE, A DISTANCE OF 200.00 FEET; THENCE WESTERLY ON A LINE FORMING AN ANGLE OF 63 DEGREES, 30 MINUTES TO THE RIGHT, WITH A PROLONGATION OF THE LAST DESCRIBED LINE, FOR A DISTANCE OF 85.0 FEET; THENCE NORTHEASTERLY, A DISTANCE OF 250.35 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY: PART PIN 09-24-476-001

**PARCEL 8:**

LOT 14 IN FIRST ADDITION TO OAKWOOD SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 3, 1927 AS DOCUMENT NO. 78420, IN BOOK 5 OF PLATS, PAGE 91, IN MCHENRY COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY: PIN: 09-24-277-002

**PARCEL 9:**

THE SOUTH 50 FEET (AS MEASURED ALONG THE EAST LINE THEREOF) OF THE FOLLOWING DESCRIBED LAND:  
THAT PART OF LOT 30, DESCRIBED AS FOLLOWS: STARTING AT THE SOUTHEAST CORNER OF LOT 30 FOR A PLACE OF BEGINNING; THENCE WESTERLY ALONG THE SOUTH LINE OF LOT 30, A DISTANCE OF 182.1 FEET; THENCE NORTHEASTERLY AT AN ANGLE OF 63 DEGREES, 58 MINUTES ALONG A LINE PARALLEL TO THE WESTERLY LINE OF LOT 29 UNTIL A POINT THAT WOULD BE 95 FEET SOUTHWESTERLY OF THE NORTHERLY LINE OF LOT 29 IS REACHED; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL TO THE NORTHERLY LINE OF LOT 29 UNTIL THE EASTERLY LINE OF LOT 30 IS REACHED; THENCE SOUTH ALONG THE EASTERLY LINE OF LOT 30 TO THE PLACE OF BEGINNING, IN THE RE-PLAT OF HOWELL'S VILLAS SUBDIVISION, A

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008985134 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 11, 1925 AS DOCUMENT NO. 67261, IN BOOK 5 OF PLATS, PAGE 23 N MCHENRY COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY: PIN: 09-24-429-012

PARCEL 10:

LOTS 32 TO 36 BOTH INCLUSIVE, IN THE RE-PLAT OF HOWELL'S VILLASUBDIVISION, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 11, 1925 AS DOCUMENT NO. 67261, IN BOOK 5 OF PLATS, PAGE 23, IN MCHENRY COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY: PIN: 09-24-430-001; 09-24-430-002 AND 09-24-430-003

PARCEL 11:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 24;  
RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER 2497.1 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE EASTERLY LINE OF FOX STREET EXTENDED SOUTHERLY, ACCORDING TO THE PLAT OF "SMITH'S SUNNYBANK SUBDIVISION" AS RECORDED IN THE RECORDER'S OFFICE OF MCHENRY COUNTY, ILLINOIS, IN BOOK 5 OF PLATS, PAGE 7;  
THENCE NORTHERLY ALONG SAID EASTERLY LINE AND ITS EXTENSION 74.254 FEET; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE OF FOX STREET, BEING ON A LINE FORMING AN ANGLE OF 27 DEGREES AND 15 MINUTES MEASURED TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 203.3 FEET; THENCE CONTINUING NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID FOX STREET BEING ON A LINE FORMING AN ANGLE OF 6 DEGREES, AND 04 MINUTES, MEASURED TO THE LEFT, WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 148.14 FEET TO THE PLACE OF BEGINNING; THENCE NORTHEASTERLY ON THE CONTINUATION OF THE LAST DESCRIBED LINE, FOR A DISTANCE OF 278.16 FEET TO A POINT; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE OF FOX STREET AND ALONG THE EASTERLY LINE OF FOX STREET CONTINUED, BEING OF A LINE FORMING AN ANGLE OF 10 DEGREES AND 56 MINUTES, MEASURED TO THE LEFT, WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 249.35 FEET; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF THE CONTINUATION OF FOX STREET BEING ON A LINE FORMING AN ANGLE OF 28 DEGREES AND 39 MINUTES MEASURED TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 342.85 FEET; THENCE SOUTHEASTERLY FOR A DISTANCE OF 179.93 FEET TO A POINT ON THE WESTERLY LINE OF THE CHAPEL HILL COUNTRY CLUB GROUNDS AND POINT BEING 191.80 FEET SOUTHWESTERLY FROM AN ANGLE POINT THEREIN; THENCE SOUTHWESTERLY ON THE WESTERLY LINE OF SAID GROUNDS, FOR A DISTANCE OF 860.34 FEET TO A POINT; THENCE NORTHWESTERLY FOR A DISTANCE OF 93.32 FEET TO A POINT, SAID POINT BEING 112.58 FEET SOUTHEASTERLY FROM THE PLACE OF BEGINNING; THENCE NORTHWESTERLY 112.58 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY: PIN: 09-24-452-005

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008985134 D2

## 5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

## PARCEL 12:

PART OF FRACTIONAL NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE FOX RIVER, ALSO A PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 45 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 13 IN THE FIRST ADDITION TO OAKWOOD SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 3, 1927 AS DOCUMENT NO. 78420, IN BOOK 5 OF PLATS, PAGE 91; THENCE ON THE WESTERLY LINE OF SAID LOT 13 PRODUCED NORTHEASTERLY, A DISTANCE OF 60 FEET TO A POINT ON THE NORTHERLY LINE OF WASHINGTON STREET; THENCE SOUTH 76 DEGREES, 06 MINUTES, EAST ON THE NORTHERLY LINE OF WASHINGTON STREET, 317.1 FEET; THENCE NORTHEASTERLY ON A LINE FORMING AN ANGLE OF 47 DEGREES, 02 MINUTES TO THE LEFT, FROM THE DESCRIBED LINE PRODUCED, FOR A DISTANCE OF 42 FEET; THENCE NORTHEASTERLY ON A LINE FORMING AN ANGLE OF 20 DEGREES, 46 MINUTES TO THE RIGHT, FROM THE LAST DESCRIBED LINE, PRODUCED, FOR A DISTANCE OF 742.19 FEET TO A POINT IN THE CENTER OF THE HIGHWAY KNOWN AS CHAPEL HILL ROAD; THENCE NORTHERLY ON A LINE FORMING AN ANGLE OF 56 DEGREES, 28 MINUTES TO THE LEFT, FROM THE LAST DESCRIBED LINE, PRODUCED, FOR A DISTANCE OF 186.78 FEET, BEING ALONG THE CENTER LINE OF SAID HIGHWAY, TO THE INTERSECTION WITH A LINE DRAWN 180 FEET PERPENDICULARLY DISTANCE SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF LOTS 12 THROUGH 18 OF FREUND'S OAK GLEN SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED MAY 25, 1925 AS DOCUMENT NO. 68357, FOR A POINT OF BEGINNING; THENCE NORTH 89 DEGREES, 10 MINUTES 38 SECONDS WEST (BEARING ASSUMED), ALONG SAID PARALLEL LINE, A DISTANCE OF 665.52 FEET; THENCE SOUTH 81 DEGREES, 41 MINUTES, 22 SECONDS WEST, A DISTANCE OF 150.40 FEET; THENCE SOUTH 58 DEGREES, 26 MINUTES, 15 SECONDS WEST, A DISTANCE OF 362.18 FEET, TO A POINT WHICH IS 50 FEET EASTERLY MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF THE LOTS IN OAKWOOD SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 4 OF PLATS, PAGES 92 AND 93; THENCE NORTH 14 DEGREES, 15 MINUTES 47 SECONDS EAST, ON A LINE PARALLEL WITH THE EASTERLY LINE OF SAID OAKWOOD SUBDIVISION, A DISTANCE OF 393.60 FEET TO THE INTERSECTION WITH THE SOUTHERLY LINE OF LOTS 1 THROUGH 10 OF SAID FREUND'S OAK GLEN SUBDIVISION, EXTENDED WEST; THENCE SOUTH 89 DEGREES, 43 MINUTES, 35 SECONDS EAST, ALONG SAID SOUTH LINE AND THE EXTENSION THEREOF, A DISTANCE OF 670.99 FEET, TO THE EAST LINE OF SAID SECTION 24; THENCE NORTH 01 DEGREE, 30 MINUTES, 35 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 8.60 FEET; THENCE SOUTH 89 DEGREES, 10 MINUTES, 38 SECONDS EAST, ALONG THE SOUTHERLY LINE OF LOTS 12 THROUGH 18 AND THE EXTENSION THEREOF, A DISTANCE OF 424.05 FEET TO THE CENTER LINE OF CHAPEL HILL ROAD; THENCE SOUTH 21 DEGREES, 10 MINUTES, 05 SECONDS WEST ALONG SAID LINE, A DISTANCE OF 191.98 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY: PINS: 09-24-278-018 AND 10-19-177-002

## PARCEL 13:

PART OF FRACTIONAL NORTHEAST QUARTER OF SECTION 24, LYING EAST OF THE FOX RIVER, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 13 IN THE FIRST ADDITION TO

**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A (CONTINUED)**

ORDER NO.: 1401 008985134 D2

**5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):**

OAKWOOD SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 3, 1927 AS DOCUMENT NO. 78420, IN BOOK 5 OF PLATS, PAGE 91; THENCE ON THE WESTERLY LINE OF SAID LOT 13 PRODUCED NORTHEASTERLY, A DISTANCE OF 60 FEET TO A POINT ON THE NORTHERLY LINE OF WASHINGTON STREET; THENCE SOUTH 75 DEGREES, 06 MINUTES EAST ON THE NORTHERLY LINE OF WASHINGTON STREET, 317.1 FEET FOR A POINT OF BEGINNING; THENCE NORTHEASTERLY ON A LINE FORMING AN ANGLE OF 47 DEGREES, 02 MINUTES TO THE LEFT, FROM THE LAST DESCRIBED LINE, PRODUCED, FOR A DISTANCE OF 42 FEET; THENCE NORTHEASTERLY ON A LINE FORMING AN ANGLE OF 20 DEGREES, 48 MINUTES TO THE RIGHT, FROM THE LAST DESCRIBED LINE, PRODUCED, FOR A DISTANCE OF 200.80 FEET TO THE INTERSECTION WITH A LINE DRAWN 2 FEET NORTHWESTERLY OF AND PARALLEL WITH AN OLD FENCE LINE; THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 204.68 FEET TO THE INTERSECTION WITH THE NORTHEASTERLY LINE OF WASHINGTON STREET; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE, BEING A CURVE TO THE LEFT, AND HAVING A RADIUS OF 204.41 FEET, FOR AN ARC DISTANCE OF 47.00 FEET, TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY: PIN: 09-24-278-015

**PARCEL 14:**

PART OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 24, LYING EAST OF THE FOX RIVER, TOWNSHIP 45 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO A PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 45 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 13 IN THE FIRST ADDITION TO OAKWOOD SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 3, 1927 AS DOCUMENT NO. 78420, IN BOOK 5 OF PLATS, PAGE 91; THENCE ALONG THE WESTERLY LINE OF SAID LOT 13, PRODUCED, NORTHEASTERLY, A DISTANCE OF 60 FEET TO A POINT ON THE NORTHERLY LINE OF WASHINGTON STREET; THENCE SOUTH 76 DEGREES, 06 MINUTES EAST ON THE NORTHERLY LINE OF WASHINGTON STREET, 317.1 FEET; THENCE NORTHEASTERLY ON A LINE FORMING AN ANGLE OF 47 DEGREES, 02 MINUTES TO THE LEFT, FROM THE LAST DESCRIBED LINE PRODUCED, FOR A DISTANCE OF 42 FEET; THENCE NORTHEASTERLY ON A LINE FORMING AN ANGLE OF 20 DEGREES, 48 MINUTES TO THE RIGHT, FROM THE LAST DESCRIBED LINE PRODUCED, FOR A DISTANCE OF 278.19 FEET TO THE INTERSECTION WITH A LINE DRAWN 2 FEET NORTHERLY FROM AND PARALLEL WITH AN OLD FENCE LINE, FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 469.64 FEET TO A POINT IN THE CENTER OF THE HIGHWAY KNOWN AS CHAPEL HILL ROAD; THENCE SOUTHERLY ON A LINE FORMING AN ANGLE OF 123 DEGREES, 32 MINUTES TO THE RIGHT, WITH A PROLONGATION OF THE LAST DESCRIBED LINE, FOR A DISTANCE OF 71.49 FEET, BEING ALONG THE CENTER LINE OF SAID HIGHWAY, TO THE INTERSECTION WITH THE PREVIOUSLY DESCRIBED PARALLEL LINE; THENCE WESTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 434.63 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY; PIN: 09-24-278-019 &amp; 10-19-177-004

**PARCEL 15:**

PART OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 24, TOWNSHIP 45 NORTH, RANGE



COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (CONTINUED)

ORDER NO. : 1401 008985134 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON EAST LINE OF FRACTIONAL SOUTHEAST QUARTER OF SAID FRACTIONAL SECTION 24, WHICH IS 912.1 FEET SOUTH OF NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG SAID EAST LINE 158.5 FEET TO POINT OF BEGINNING; THENCE SOUTH ALONG SAID EAST LINE 82.5 FEET; THENCE WEST 90.75 FEET; THENCE NORTH 82.5 FEET; THENCE EAST 90.75 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

NOTE FOR INFORMATION ONLY: 09-24-430-005

[Vacant Land]

**EXHIBIT B**

FORM OF STRICT JOINT ORDER ESCROW AGREEMENT

DATE: \_\_\_\_\_, 201\_\_  
ESCROW NO. \_\_\_\_\_

\_\_\_\_\_  
TITLE INSURANCE COMPANY ("TITLE COMPANY")  
STRICT JOINT ORDER ESCROW AGREEMENT BETWEEN  
\_\_\_\_\_  
("SELLER"), AND

A \_\_\_\_\_ ("PURCHASER")

The parties agree as follows:

1. The accompanying funds in the aggregate amount of \$ \_\_\_\_\_, being the Initial Earnest Money in the amount of \$ \_\_\_\_\_, and the Additional Earnest Money in the amount of \$ \_\_\_\_\_, are being or shall be deposited in this escrow ("Escrow") with the Title Company, as escrowee, and to be delivered by the Title Company, as escrowee, only upon the joint written order of Seller and Purchaser or their respective legal representatives or assigns.

2. The Title Company, as escrowee, is hereby authorized to disregard, in its sole discretion, any and all notices or warnings given by any of the parties hereto, or by any other person or corporation, but the said escrowee is hereby expressly authorized to regard and to comply with and obey any and all orders, judgments or decrees entered or issued by any court with or without jurisdiction, and in case the said escrowee obeys or complies with any such order, judgment or decree of any court it shall not be liable to any of the parties hereto or any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being entered without jurisdiction or being subsequently reversed, modified, annulled, set aside or vacated. In case of any suit or proceeding regarding this escrow, to which said escrowee is or may at any time become a party, escrowee shall have a lien on the deposit hereof for any and all reasonable costs and attorneys fees, whether such attorneys shall be regularly retained or specially employed, and any other expenses which it may have incurred or become liable for on account thereof, and it shall be entitled to reimburse itself therefore out of said deposit, and the undersigned jointly and severally agree to pay said escrowee upon demand all such reasonable costs, fees and expenses so incurred.

3. In no case shall the above-mentioned deposit be surrendered except in strict compliance with the terms hereof or in obedience of the process or order of a court as aforesaid.

4. The Title Company shall deposit the funds held hereunder in a segregated account in a federally insured financial institution. Seller and Purchaser acknowledge that the funds deposited into this Escrow constitute the "Earnest Money" described in that certain Real Estate

Sale Contract dated as of \_\_\_\_\_, 201\_ by and between Seller and Purchaser (the "Sale Agreement"), and Seller and Purchaser agree to give all directions to the Title Company, as escrowee, necessary to cause the Earnest Money to be disbursed in accordance with the provisions of the Sale Agreement.

5. Any changes to the terms or conditions of this Escrow Agreement must be made in writing and signed by Seller and Purchaser or their legal representatives or assigns and accepted by the Title Company, as escrowee.

**SELLER:**

\_\_\_\_\_, a(n)  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PURCHASER:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ESCROWEE:**

\_\_\_\_\_ TITLE INSURANCE  
COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT C

INSURANCE REQUIREMENTS

Purchaser shall obtain comprehensive general public liability insurance on an occurrence basis with minimum limits of liability in an amount of One Million Dollars (\$1,000,000) for bodily injury or personal injury to or death of person(s) or damage to property All such insurance policies shall:

- (1) be issued by one or more responsible insurance companies reasonably satisfactory to Seller;
- (2) provide that deductible amounts be no more than Five Thousand Dollars (\$5,000);
- (3) provide that such insurance shall not expire prior to December 31, 201\_;  
and
- (4) contain broad form contractual liability endorsements insuring Purchaser's obligations of indemnification under this Agreement.

**EXHIBIT D**

**FORM OF SPECIAL WARRANTY DEED**

THIS INSTRUMENT PREPARED  
BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AFTER RECORDING, RETURN  
TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Space Above Line for Recorder's Use Only)

**SPECIAL WARRANTY DEED**

For the consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations received, \_\_\_\_\_, a(n) \_\_\_\_\_ ("Grantor"), does hereby convey to \_\_\_\_\_, a(n) \_\_\_\_\_ ("Grantee"), the following described real property (the "Property") situated in \_\_\_\_\_ County, \_\_\_\_\_, and all of Grantor's interest in any rights and privileges solely appurtenant thereto:

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO: the permitted exceptions set forth on Exhibit B attached hereto and by this reference made a part hereof.

AND GRANTOR hereby binds itself and its successors to warrant and defend the title with respect to matters arising from Grantor's actions during the period in which Grantor has owned the Property and no other, subject to the matters set forth on Exhibit B.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

GRANTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) SS

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his/her/their free and voluntary act in his/her/their capacity as \_\_\_\_\_, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2010 .

\_\_\_\_\_

Notary Public

My Commission Expires \_\_\_\_\_ {SEAL}

Mail Future Tax Bills To:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT E**

**PENDING LITIGATION, IF ANY.**

**None**

## CERTIFICATION

I, Claudett E. Peters, do hereby certify that I am the elected and qualified Clerk of the Village of Johnsburg, McHenry County, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the President and Board of Trustees and of said Village of Johnsburg.

I do hereby further certify that at a regular meeting of the President and Board of Trustees of the Village of Johnsburg held on the 5th day of September, 2017, the foregoing Ordinance entitled *An Ordinance Authorizing the Execution of a Contract for the Purchase of Property Located at 2500 North Chapel Hill Road*, was duly passed by the President and Board of Trustees of the Village of Johnsburg.

The pamphlet form of Ordinance No. 17-18-14, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the Village Hall, commencing on the 5th day September, 2017, and will continue for at least 10 days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the Village Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said Village for safekeeping, and that I am the lawful custodian and keeper of the same.

Given under my hand and corporate seal of the Village of Johnsburg on this 5<sup>th</sup> day of September, 2017.



\_\_\_\_\_  
Clerk, Village of Johnsburg,  
McHenry County, Illinois

(SEAL)