PEORIA TITLE LLC

JOSEPH P. GILFILLAN, PRESIDENT

124 S.W. Adams, Suite 520 Peoria, Illinois 61602 Telephone: (309) 637-5282 Fax No.: (309) 637-5788

3622 N. Knoxville Peoria, Illinois 61603 Telephone: (309) 687-5013 Fax No.: (309) 687-5010

August 5, 2004

Mr. Andrew A. Honnegger Husch & Eppenberger, L.L.C. 401 Main St., Suite 1400 Peoria, Illinois 61602

Re: Prospect Enterprises, L.L.C.

6529 N. War Memorial Dr., Peoria, Illinois 61615

Dear Andy:

Enclosed please find Peoria Title LLC's Commitment No. 308086.158 and Privacy Policy Notice, issued in connection with your above-referenced borrower.

PEORIA TITLE LLC

Sincerely yours,

By:

oseph P. Gilfillan

JPG/aj

cc:

Edward Sutkowski, Esq. Wilson C. Washkuhn, Esq.

Chicago Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY, a corporation of Missouri, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor, all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

PEORIA TITLE LLC "We Always Close"

124 S.W. ADAMS, SUITE 520 • PEORIA, IL 61602 PHONE: 309/677-7752 • FAX: 309/637-5788

3622 N. KNOXVILLE AVE. • PEORIA, IL 61603 PHONE: 309/687-5013 • FAX: 309/687-5010

CHICAGO TITLE INSURANCE COMPANY

E INSURANCE CONFORMAL CONF

ATTEST

President

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Authorized Signatory

MIG

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CONDITIONS AND STIPULATIONS

- 1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
- 2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment, other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
- 3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
- 4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

GENERAL EXCEPTIONS IN POLICIES

The owners policy will be subject to the following General Exceptions: (1) Rights or claims of parties in possession not shown by the public records; (2) Encroachments, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises; (3) Easements, or claims of easements, not shown by the public records; (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records; (5) Taxes or special assessments which are not shown as existing liens by the public records.

The G or H form loan policy will be subject to the foregoing General Exceptions (4) and (5), and the H form will also be subject to: Consequences of the failure of the lender to pay out properly the whole or any part of the loan secured by the trust deed or mortgage covered by the Commitment, as affecting: (a) The validity of the lien of said trust deed or mortgage; and (b) The priority of the lien over any other right, claim, lien or encumbrance which has or may become superior to the lien of said trust deed or mortgage before the disbursement of the entire proceeds of the loan.

SCHEDULE B

Schedule B of the policy or policies to be issued will contain the applicable General Exceptions (see above); and, if an owners policy is to be issued, the encumbrance, if any, shown in Schedule A; and exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- (1) Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- (2) An ALTA LOAN POLICY will be subject to the following exceptions (a) and (b), in the absence of the production of the data and other essential matters described in our Form 3735. (a) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records; (b) Consequences of the failure of the lender to pay out properly the whole or any part of the loan secured by the mortgage described in Schedule A, as affecting; (i) the validity of the lien of said mortgage; and (ii) the priority of the lien over any other right, claim, lien or encumbrance which has or may become superior to the lien of said mortgage before the disbursement of the entire proceeds of the loan.



COMMITMENT CHICAGO TITLE INSURANCE COMPANY

OFFICE FILE NUMBER	SCHEDULE A	
CTIC-158	3	4
COMMITMENT NUMBER	EFFECTIVE DATE	LOAN AMOUNT
308086.158	00/00/04	\$5,000,000.00
	08/03/04	OWNERS AMOUNT
	08:00 a.m.	\$5,000,000.00

1. Policy or Policies to be issued:

Loan Policy to be issued: ALTA LOAN POLICY (10-17-92)

Proposed Insured:

Morton Community Bank, its successors and/or its assigns

Owner's Policy to be issued: ALTA OWNERS POLICY (10-17-92)

Proposed Insured:

PROSPECT ENTERPRISES, L.L.C., a Illinois Limited Liability Company

2. The estate or interest in the land described or referred to in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in?

PROSPECT ENTERPRISES, L.L.C., a Illinois Limited Liability Company

3. The land referred to in this Commitment is described as follows:

Parcel 1:

All that part of the Northwest Quarter of the Northeast Quarter of Section 13, in Township 9 North, Range 7 East of the Fourth Principal Meridian, lying South of the Southwesterly line of the State Highway running across the Northwest Quarter of said Northeast Quarter and East of the Easterly right of way line of the railroad right of way running through the Northwest Quarter of said Northeast Quarter, situated in the County of Peoria, in the State of Illinois; EXCEPTING THEREFROM:

See Continuation Sheet

PEORIA TITLE, LLC

(309) 687-5013

PHONE NUMBER

NAME OF AGENT

3622 N. KNOXVILLE AVENUE

PEORIA

т. 61603

A D D E D P A G E CHICAGO TITLE INSURANCE COMPANY (Schedule A-3 Continued)

File Number CTIC-158

Commitment Number 308086.158

Part of the Northwest Quarter of the Northeast Quarter of Section 13, Kickapoo Township, Township 9 North, Range 7 East of the Fourth Principal Meridian, more particularly described as follows, to-wit:

Commencing at an iron rod marking the intersection of the Southwesterly right of way line of State Route #150 and the Easterly right of way of the Chicago and Northwestern Railroad; thence South 69 degrees 11 minutes East along the aforesaid Southwesterly right of way line 112.0 feet to a right of way monument; thence Southeasterly on a curve to the right having a radius of 3719.80 feet for an arc length of 36.645 feet to an iron rod; said curve being subtended by a chord bearing South 68 degrees 54 minutes 04 seconds East with a length of 36.64 feet; thence south 80 degrees 35 minutes West 128.33 feet to an iron rod on the said Easterly right of way line of the Chicago and Northwestern Railroad; thence North 9 degrees 25 minutes West along the aforesaid Easterly right way line 75.0 feet to the Place of Beginning, situated in the County of Peoria, in the State of Illinois.

For information purposes only, commonly known as 6529 N. War Memorial Drive, Peoria, Illinois 61615

Parcel 2:

Lot 49 in WILLIAMSBURG ESTATES FIRST EXTENSION, a Subdivision of part of the Northeast Quarter of the Northeast Quarter of Section 13, Township 9 North, Range 7 East of the Fourth Principal Meridian, according to the Plat thereof recorded July 31, 1972, as Document No. 72-12906, in Plat Book 1, at Page 22, situated in the County of Peoria, in the State of Illinois.

For information purposes only, no common street address.

PERMANENT INDEX NUMBER: 13-13-203-003 - PARCEL 1 PERMANENT INDEX NUMBER: 13-13-228-001 - PARCEL 2

PEORIA TITLE, LLC

(309) 687-5013

PHONE NUMBER

NAME OF AGENT

3622 N. KNOXVILLE AVENUE

PEORIA

IL

61603

COMMITMENT FOR TITLE INSURANCE CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B (continued)

File Number CTIC-158

Commitment Number 308086.158

- 3. Taxes for the year 2003, second installment and thereafter Tax I.D. No. 13-13-203-003, Parcel 1 Taxes for the year 2003 in the amount of \$30,162.58. First installment in the amount of \$15,081.29 has been paid. Second installment in the amount of \$15,081.29 is due on 9/01/04. Taxes for the year 2004, are not yet due and payable.
- 4. Taxes for the year 2003, second installment and thereafter Tax I.D. No. 13-13-228-001, Parcel 2
 Taxes for the year 2003 in the amount of \$1,945.52.
 First installment in the amount of \$972.76 has been paid.
 Second installment in the amount of \$972.76 is due on 9/01/04.
 Taxes for the year 2004, are not yet due and payable.
- 5. Mortgage, Assignment or Rents and Fixture Filing, dated May 30, 2003, and recorded May 30, 2003 as Document No. 03-25836, executed by Prospect Enterprises, L.L.C., an Illinois Limited Liability Company and given to Morton Community Bank to secure a note in the amount of \$2,700,000.00, and such other sums as provided therein.
- 6. Terms, provisions and conditions contained in a Release of Freeway to the State of Illinois, as set forth in an instrument recorded September 5, 1952 in Book 909, at Page 152.

 (Affects Parcel 1.)
- 7. Terms, provisions and conditions contained in Release of Freeway to Department of Public Works and Buildings Division of Highways for State of Illinois by instrument recorded January 14, 1965, as Document No. 65-00514.

 (Affects Parcel 1.)
- 8. Terms, provisions and conditions contained in Temporary Freeway Permits, recorded September 12, 1952, in Book 910, at Page 9, and recorded June 3, 1953, in Book 937, at Page 50. (Affects Parcel 1.)
- 9. Terms, provisions and conditions contained in a right of way for gas mains by virtue of a a grant to Central Illinois Light Company, recorded September 29, 1960, in Book 1191, at Page 490. (Affects Parcel 1.)

See Continuation Sheet

P	EO	R	[A	TITLE,	LLC	
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(309) 687-5013

PHONE NUMBER

NAME OF AGENT

MAILING ADDRESS

3622 N. KNOXVILLE AVENUE

PEORIA

IL

STATE

61603

CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE

SCHEDULE B (continued)

File Number CTIC-158

Commitment Number 308086.158

- 10. Terms, provisions and conditions contained in a right of way for gas mains by virtue of a grant to Central Illinois Light Company, recorded February 3, 1961, in Book 1199, at Page 741. (Affect Parcel 1.)
- 11. Terms, provisions and conditions contained in an easement for a separate sanitary sewer by virtue of a grant to The Greater Peoria Sanitary and Sewage Disposal District, recorded December 7, 1965, as Document No. 65-19442.

 (Affects Parcel 1.)
- 12. Terms, provisions and conditions contained in an easement for telephone and electric lines by virtue of a grant to Illinois Bell Telephone Company and Central Illinois Light Company, recorded as Document No. 66-02157.

 (Affects Parcel 1.)
- 13. Terms, provisions and conditions contained in a Dedication of Right of Way for public road purposes to the people of the State of Illinois, recorded May 6, 1966, as Document No. 66-06978.

 (Affects Parcel 1.)
- 14. Terms, provisions and conditions contained in a gas easement to Central Illinois Light Company recorded July 6, 1984, as Document No. 84-11976.

 (Affects Parcel 1.)
- 15. Rights of the public, the State of Illinois, municipality and public or quasi-public utility companies to that part of the land taken, or used for roads or highways.

 (Affects Parcel 1.)
- 16. Drainage ditches, feeders and laterals, if any.
 (Affects Parcel 1.)
- 17. Easements and building setback lines as shown on the recorded plat of the subdivision, recorded in Plat Book 1, at Page 22. (Affects Parcel 2.)

See Continuation Sheet

PEORIA TITLE, LLC

(309) 687-5013

PHONE NUMBER

NAME OF AGENT

3622 N. KNOXVILLE AVENUE

PEORIA

IL 61603

CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE

SCHEDULE B (continued)

File Number CTIC-158

Commitment Number 308086.158

- 18. Terms, provisions and conditions contained in the Owner's certificate attached to the Plat of the Subdivision, recorded in Plat book 1, at Page 22.

 (Affects Parcel 2.)
- 19. We should be furnished (A) Certification from the Illinois Secretary of State that Prospect Enterprises, L.L.C. has properly filed its Articles of Organization, (B) a copy of the Articles of Organization, together with any Amendments thereto, (C) A copy of the Operating Agreement, if any, together with any Amendments thereto, (D) A list of Incumbent Managers or of Incumbent Members if Managers have not been appointed, and (E) Certification that no event of dissolution has occurred.

NOTE: In the event of a sale of all or substantially all of the assets of the L.L.C. or of a sale of L.L.C. Assets to a Member or Manager. We should be furnished a copy of a resolution authorizing the transaction adopted by the Members of said L.L.C.

PEORIA TITLE, LLC

(309) 687-5013

PHONE NUMBER

NAME OF AGENT

3622 N. KNOXVILLE AVENUE

PEORIA

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7.TP

CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE

SCHEDULE B (Signature Page)

File Number CTIC-158

Commitment Number 308086.158

PEORIA TITLE LLC "We Always Close"

124 S.W. ADAMS, SUITE 520 • PEORIA, IL 61602 PHONE: 309/677-7752 • FAX: 309/637-5788

3622 N. KNOXVILLE AVE. • PEORIA, IL 61603 PHONE: 309/687-5013 • FAX: 309/687-5010

Countersigned

Authorized Signatory

PEORIA TITLE, LLC

(309) 687-5013

PHONE NUMBER

NAME OF AGENT

3622 N. KNOXVILLE AVENUE

PEORIA

11

61603

MAILING ADDRESS

CITY

STATE

PEORIA TITLE LLC AGENT FOR

CHICAGO TITLE INSURANCE COMPANY 3622 N. Knoxville Ave., Peoria, IL 61603

Phone (309) 687-5013 Fax (309) 687-5010

File No.:

CTIC-158

Invoice

To:

Mo_rton Community Bank

721 W. Jackson Street

Morton, Illinois 61550

Date: August 5, 2004

Our File No.: 308086.158

Re:

6529 N. War Memorial Dr., Peoria, Illinois 61615

Liability Amounts

Owners: \$5,000,000.00

Lenders: \$5,000,000.00

Buyer: PROSPECT ENTERPRISES, L.L.C.

Seller: PROSPECT ENTERPRISES, L.L.C.

Seller's Charges:

Invoice Amount

Search and Exam Fee

\$ 75.00

Owner's Amount

\$1,650.00

Total Seller's Charges

\$1,725.00

Buyer's Charges:

Lender's Amount

\$70.00

Endorsements:

Total Buyer's Charges

\$70.00

INVOICE TOTAL

\$1,795.00

To ensure proper credit, please send a copy of this Invoice and Payment to:

Peoria Title LLC 3622 N. Knoxville Ave. Peoria, Illinois 61603

CHICAGO TITLE INSURANCE COMPANY

Fidelity National Financial Group of Companies' Privacy Statement

July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer Fidelity National Financial, Inc. 4050 Calle Real, Suite 220 Santa Barbara, CA 93110

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

OMC

Serial No. 10535658

ATTORNEYS'
TITLE
GUARANTY
FUND,
INC.

CHAMPAIGN, ILLINOIS

COMMITMENT TO INSURE TITLE

Attorneys' Title Guaranty Fund, Inc., an Illinois Corporation, herein called ATG®, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof, and the Exclusions from Coverage, the Conditions and Stipulations, and the Exceptions on Schedule B contained in the policy or policies issued pursuant to this Commitment. Copies of policy forms may be obtained prior to closing on request.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by ATG, either at the time of issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the Effective Date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of ATG.

In Witness Whereof, Attorneys' Title Guaranty Fund, Inc. has caused this document to be signed in its name by its President, by direction of its Board of Directors, to become binding when countersigned by a member of ATG or other authorized signatory.

ATTORNEYS' TITLE GUARANTY FUND, INC.

By:

Peter J. Birnbaum President

ATG FORM 100 OMC COVER (REV. 10/95)

"ATG" is a registered trademark of Attorneys' Title Guaranty Fund, Inc.

ATG COMMITMENT FORM Schedule A

OMC No.: 10535658

Effective Date: May 8, 2003 at 08:00 AM

File Name: F03-151

1. Policy or Policies to be issued:

Proposed Amount of Insurance

OWNER's:

OPA

\$8,700,000.00

Proposed Insured:

Prospect Enterprises, L.L.C., an Illinois Limited Liability Company

MORTGAGEE:

MPA

\$8,700,000.00

Proposed Insured:

Morton Community Bank, its successors and/or its assigns

2. The estate or interest in the land described or referred to in this commitment is a fee simple (if other, specify same) and title thereto is, at the effective date hereof, vested in:

Peoria Mobile Homes, Inc., a Delaware Corporation, as to Parcel 1 and Prospect Enterprises, L.L.C., an Illinois Limited Liability Company, as to Parcel 2

3. The land referred to in this policy is described as follows: See Legal Description Attached.

ISSUED BY:

Cusack, Fleming, Gilfillan & O'Day 124 S.W. Adams Street, Suite 520 Peoria, Illinois 61602 309-637-5282

Member No. 2019

OMC 10535658

ATG COMMITMENT FORM Schedule A - Continued

OMC No.: 10535658

3. Legal Description:

Parcel 1:

All that part of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section Thirteen (13), in Township Nine (9) North, Range Seven (7) East of the Fourth Principal Meridian, lying South of the Southwesterly line of the State Highway running across the Northwest Quarter (NW 1/4) of said Northeast Quarter (NE 1/4) and East of the Easterly right of way line of the railroad right of way running through the Northwest Quarter (NW 1/4) of said Northeast Quarter (NE 1/4), situated in the County of Peoria, in the State of Illinois.

EXCEPTING THEREFROM:

Part of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 13, Kickapoo Township, Township Nine (9) North, Range Seven (7) East of the Fourth Principal Meridian, more particularly described as follows, to-wit:

Commencing at an iron rod marking the intersection of the Southwesterly right of way line of State Route #150 and the Easterly right of way of the Chicago and Northwestern Railroad; thence South 69 degrees 11 minutes East along the aforesaid Southwesterly right of way line 112.0 feet to a right of way monument; thence Southeasterly on a curve to the right having a radius of 3719.80 feet for an arc length of 36.645 feet to an iron rod; said curve being subtended by a chord bearing South 68 degrees 54 minutes 04 seconds East with a length of 36.64 feet; thence South 80 degrees 35 minutes West 128.33 feet to an iron rod on the said Easterly right of way line of the Chicago and Northwestern Railroad; thence North 9 degrees 25 minutes West along the aforesaid Easterly right of way line 75.0 feet to the Place of Beginning, situated in the County of Peoria, in the State of Illinois.

For information purposes only, commonly known as 6529 N. War Memorial Drive, Peoria, Illinois, 61615.

Parcel 2:

Lot 49 in WILLIAMSBURG ESTATES FIRST EXTENSION, a Subdivision of part of the Northeast Quarter of the Northeast Quarter of Section 13, Township 9 North, Range 7 East of the Fourth Principal Meridian, according to the Plat thereof recorded July 31, 1972, as Document No. 72-12906, in Plat Book 1, at Page 22, situated in the County of Peoria, in the State of Illinois.

Member No. 2019

OMC 10535658

ATG COMMITMENT FORM Schedule A - Continued

OMC No.: 10535658

Legal Description (con't):

For information purposes only, no common street address.

PERMANENT INDEX NUMBER: 13-13-203-003 - PARCEL 1 PERMANENT INDEX NUMBER: 13-13-228-001 - PARCEL 2

Member No. 2019

OMC 10535658

ATG COMMITMENT FORM Schedule B

OMC No.: 10535658 File Name: F03-151

EXCEPTIONS

Schedule B of the policy or policies to be issued will contain the following Standard Exceptions and Special Exceptions unless the same are disposed of to the satisfaction of ATG:

STANDARD EXCEPTIONS

- 1. Rights or claims of parties in possession not shown by the public records.
- 2. Encroachments, overlaps, boundary line disputes, and any matters that would be disclosed by an accurate survey and inspection of the premises.
- 3. Easements, or claims of easements, not shown by the public records.
- 4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records; and
- 5. Taxes or special assessments that are not shown as existing liens by the public records.

SPECIAL EXCEPTIONS

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

Member No. 2019

OMC 10535658

ATG COMMITMENT FORM Schedule B - Continued

OMC No.: 10535658

- 3. Payment of the full consideration to, or for the account of, the grantors or mortgagors for the estate or interest to be insured.
- 4. Recordation or registration of duly executed and delivered instruments sufficient to create the estate or interest to be insured.
- 5. The lien of taxes for the year 2002 and thereafter.

Permanent Index Number: 13-13-203-003 - PARCEL 1 First Installment 2002 taxes \$11224.62 is not yet due or payable. Second Installment 2002 taxes \$11224.62 is not yet due or payable. 2003 General real estate taxes are not yet due or payable.

Permanent Index Number: 13-13-228-001 - PARCEL 2 First Installment 2002 taxes \$ 1000.69 has been paid. Second Installment 2002 taxes \$ 1000.69 is not yet due or payable. 2003 General real estate taxes are not yet due or payable.

6. A certificate of good standing for Prospect Enterprises, L.L.C., an Illinois limited liability company issued by the Secretary of State should be produced, and in default thereof, the final policy or policies will contain the following exception:

Consequences, if any, that may result by reason of the failure of the party in title to the estate or interest in the land described in Schedule A to comply with the applicable "doing business" laws of the State of Illinois.

- 7. The following exceptions will appear on all policies issued pursuant to this Commitment except to the extent the same are cleared to ATG's satisfaction:
 - (a) Upon a conveyance or mortgage of the and, we should be supplied with satisfactory proof of compliance with the terms of the articles of organization and the operating agreement governing Prospect Enterprises, L.L.C., an Illinois limited liability company, and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.
 - (b) The articles of organization and the operating agreement establishing the limited liability company of Prospect Enterprises, L.L.C., together with all amendments thereto, properly identified in writing by all the members as being the terms and provisions of the articles and agreement under which the limited liability company acquired and holds title, should be furnished and this Commitment is subject to such further exceptions, if any, as may then be deemed necessary.

Member No. 2019

OMC 10535658

ATG COMMITMENT FORM Schedule B - Continued

OMC No.: 10535658

- (c) Terms, provisions and limitations of the articles of organization and operating agreement for Prospect Enterprises, L.L.C., an Illinois limited liability company.
- (d) Upon a conveyance or mortgage of the land, a certified copy of the proper resolutions authorizing the execution of the deed or mortgage by Prospect Enterprises, L.L.C., an Illinois limited liability company, should be produced to ATG for examination, and this Commitment, and any policies committed for thereunder, are subject to such further exceptions as may then be deemed necessary.
- 8. The certificate of authority of Peoria Mobile Homes, Inc., a Delaware Corporation, to do business in Illinois issued by the Secretary of State should be produced and in default thereof, the policy or policies to be issued will contain the following exception:

Consequences, if any, that may result because of the failure of the party in title to the estate or interest in the land described in Schedule A to comply with the applicable "doing business" laws of the State of Illinois.

- 9. Franchise tax in favor of the State of Illinois against Peoria Mobile Homes, Inc., a Delaware Corporation, existing under the laws of the State of Illinois.
- 10. Upon a conveyance or mortgage of the land provide a certified copy of proper resolutions, passed by the stockholders and directors of the party in title, authorizing the execution of the deed of conveyance or mortgage.
- 11. Terms, provisions and conditions contained in a Release of Freeway to the State of Illinois, as set forth in an instrument recorded September 5, 1952, in Book 909, at Page 152. (Affects Parcel 1.)
- 12. Terms, provisions and conditions contained in a Release of Freeway to Department of Public Works and Buildings Division of Highways for State of Illinois by instrument recorded January 14, 1965, as Document No. 65-00514. (Affects Parcel 1.)
- 13. Terms, provisions and conditions contained in Temporary Freeway Permits, recorded September 12, 1952, in Book 910, at Page 9, and recorded June 3, 1953, in Book 937, at Page 50. (Affects Parcel 1.)
- 14. Terms, provisions and conditions contained in a right of way

Member No. 2019

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ATG COMMITMENT FORM Schedule B - Continued

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for gas mains by virtue of a grant to Central Illinois Light Company, recorded September 29, 1960, in Book 1191, at Page 490. (Affects Parcel 1.)

- 15. Terms, provisions and conditions contained in a right of way for gas mains by virtue of a grant to Central Illinois Light Company, recorded February 3, 1961, in Book 1199, at Page 741. (Affects Parcel 1.)
- 16. Terms, provisions and conditions contained in an easement for a separate sanitary sewer by virtue of a grant to The Greater Peoria Sanitary and Sewage Disposal District, recorded December 7, 1965, as Document No. 65-19442. (Affects Parcel 1.)
- 17. Terms, provisions and conditions contained in an easement for telephone and electric lines by virtue of a grant to Illinois Bell Telephone Company and Central Illinois Light Company, recorded as Document No. 66-02157. (Affects Parcel 1.)
- 18. Terms, provisions and conditions contained in a Dedication of Right of Way for Public Road Purposes to The People of the State of Illinois, recorded May 6, 1966, as Document No. 66-06978. (Affects Parcel 1.)
- 19. Terms, provisions and conditions contained in a gas easement to Central Illinois Light Company recorded July 6, 1984, as Document No. 84-11976. (Affects Parcel 1.)
- 20. Rights of the public, State of Illinois, municipality and public or quasi public utility companies to that part of the land taken or used for roads and highways. (Affects Parcel 1.)
- 21. Drainage ditches, feeders and laterals, if any. (Affects Parcel 1.)
- 22. Easements and building setback lines as shown on the recorded Plat of the Subdivision, recorded in Plat Book 1, at Page 22. (Affects Parcel 2.)
- 23. Terms, provisions and conditions contained in the owner's certificate attached to the Plat of the Subdivision, recorded in Plat Book 1, at Page 22. (Affects Parcel 2.)

END OF SCHEDULE B

Member No. 2019

OMC 10535658

ATTORNEYS' TITLE GUARANTY FUND, INC.

CHAMPAIGN, ILLINOIS

COMMITMENT FOR TITLE INSURANCE

ATG FORM 100 (REV. 10/95)

FILED SEPT. 5TH A.D. 1952 AT 9:04 A.M. Doc. No. 500752 Form BD-608 (29169-5M-4-51)

No.7A-F.R.

STATE OF ILLINOIS ADLAI E. STEVENSON, Governor DEPARTMENT OF PUBLIC WORKS AND BUILDINGS DIVISION OF HIGHWAYS
SPRINGFIELD, ILLINOIS

Right

BOOK 909 PAGE 152 Emil A. Speck Const. F A Route 8 31 & 86

County Peoria Sta._74+88+ To Sta. 83+77(T)

RELEASE FOR FREEWAY

arguerite Speck, his wife
esents that he holds an estate in lands situated in the County of Peoria and e of Illinois described as follows:
that part of the northwest quarter of the northeast quarter of Section Thirteen (13
Township Nine (9) North, Range Seven (7) East of the Fourth Principal Meridian,
ing south of the southwesterly line of the State Highway running across the northwest
arter of said northeast quarter, and east of the easterly right of way line of the
ilroad right-of-way running through the northwest quarter of said northeast quarter,
ntaining 16.46 acres, more or less.

contramant a this conse (\$ / e paid to them by or in behalf of the State of Illinois, acting by and through the Department of Public Works and Buildings, the receipt of which is hereby acknowledged, do_____, on behalf of himself. their heirs, executors, administrators and assigns hereby release, quit-claim and extinguish any and all rights of

casements of access, crossing, light, air and view which might otherwise be enjoyed over the Freeway designated as Federal Aid Route 31 & 86 by that portion of the above described land abutting said Freeway, except as follows:

One entrance, right of approximate Station 77+40, will be permitted.

This entrance is to be used for farming and/or residential purposes only and not for commercial purposes.

and the property of the second	Prepared By A.R.S. 8-8-52 Checked By A.R.S. 8-11-52 TTS
IN WITNESS WHEREOF, the Grantors have hereunto so	
(SEAL)	(SEAL
Marenett Spack (SEAL)	(SEAL
will spell (SEAL)	(SEAL
(SEAL)	(SEAL
(SEAL)	(SEAL
TATE OF TILINOIS	
ounty of Paoria ss.	
I. William J. Poad, a Nota	ry Public, in and for said County and State
O HEREBY CERTIFY that EmilA. Speck &	Marquerite Speck
ersonally known to me to be the same person 2 whose name 2 a	re subscribed to the foregoing instrument
ppeared before me this day in person and acknowledged that The	21/
gned; sealed and delivered the said instrument as Their	free and voluntary act, for the uses an
rposes therein set forth.	J 3 7 50.7 63
5 rd	500T 1300 5
Given under my hand and notarial seal this 3rd day of C	5 epo/. 1 A.D. 195

STATE OF ILLINOIS

ADLAI E. STEVENSON, Governor

DEPARTMENT OF PUBLIC WORKS AND BUILDINGS

DIVISION OF HIGHWAYS

SPRINGFIELD, ILLINOIS

HIGHWAY PERMIT

	TEMPORARY F	REEWAY PERMIT	District Serial No	
WHEREAS,	EMIL A. SPECK			ì
of 3917 University Ave	anue, Peoria, Illinois, h , upon or along State Highway k	ereinafter termed the Petition	er, requests permission and autho	rity to
Route F.A. 31 (U.S. 150)) Section 116	from Station 77440	to Station	
Route S.B.I. 30	Section	from Station.	to Station	
Peoria	County subj	ect to the following conditions:		
least 16 feet in width pavement at the existi an entrance to my resi	, and entering upon ng 30-foot gutter en dence.	the State right of t trance provided at S	maintain a gravel drive ray at right angles to Station 77+40, to serve a fee simple of the tra	the as
of land to be served by in the county of Peori the northwest quarter (9) North, Range Seven southwesterly line of northeast quarter, and way running through the acres, more or less. It is within the limits of 10, 1947 by the Departity existing legislation at such time that said. It is further understood	y the entrance driver a, State of Illinois of the northeast quarter (7) East of the Fourthe State Highway runcest of the easterly enorthwest quarter (The petitioner unders of the freeway establiment of Public Works n, and further that a Department completes of that the petitione trance described here understanding that all not be construed in time as these right shall be recorded in turnish material, do all work, put constructions of the commence of the comm	way described herein and described as forter of Section Thir rth Principal Meridium ming across the nor right of way line of said northeast quitands that the above shed on this highway and Buildings actions are shall not claim a sein. It is also underly improvements con as increasing the version as increasing the version of the described work. It	n, said land being situallows: All that part teen (13) in Township an, lying south of the thwest quarter of said of the railroad right arter, containing 16.4 to described entrance day by an order issued Jag under authority confibe extinguished or reviccess rights to the proditional damages by verstood that this permistructed on the proper alue of rights of accer	of Nine of of five ised operior irtue it is ty ss the
Second: That the proposed imputhorized representative and the new Works and Buildings, Division of H			-	
	k the petitioner shall not interfer			
			ed on any portion of the State High	iway.
Fifth: That the said petitioner to persons or property on account o	, his successors or assigns, shall a f this work.	assume all risk and liability for	accidents and damages that may a	ccrue
Sixth: That the petitioner sha of the Chief Highway Engineer or h	l not trim, cut or in any way di is duly authorized representativ	isturb any trees or shrubbery, :	along said highway without the app	roval
Seventh: That should the Stat provement called for in this permit, Highway Engineer without expense	e's construction and operation of such alteration or change of local to the State of Illinois or County	on said highway require any al tion shall be made by the petiti aforesaid.	teration or change of location of the oner upon a written request by the	e im- Chief
Eighth: That this permit is effrom compliance with the provisions				
SIGN AND RETURN TO: Mr.	John D. Mattison District Engineer	Mt. Hawley Road	d Peoria III	inois.
This permit is hereby at feeted a	moits provisions agreed to this ermalist	12 day of Signed: Fruit	Petinoner and Owner	52
Given this 12	day of Sept	, A.D. 1952.	Owner's Spouse	
Recommended:	D	epartment of Public Works	and Buildings	

STATE OF ILLINOIS

ADLAI E. STEVENSON, Governor

DEPARTMENT OF PUBLIC WORKS AND BUILDINGS DIVISION OF HIGHWAYS

SPRINGFIELD, ILLINOIS

HIGHWAY PERMIT

TEMPORAL PREMIT PRESIDENT

District Script No. 4-3889

or 3917 Endwarstity Arcanso, Paoria	WHEREAS,	Links A	DYAGA				
Section 116 from Station to Station Peorita 126 Section 116 from Station TYMO to Station Peorita Country, subject to the following conditions and restrictions: Peorita Country, subject to the following conditions and restrictions: Permission and sutherity is requested to construct and maintain a gravel drive at least 16 feet in which, and entering upon the State right of way at right angles to the parameter at the existing 30-foot gutter entrance provided at Station 77410, to serve as an entrance to my residence. The petitioner horely represents that he is the owner in fee simple of the tract of land to be served by the entrance driversy described herein, exid land being situates in the country of Footia, State of Illinois and described es follows: All that part of the northwest quarter of the northwests of the formal principle of the southwest quarter of the northwest of the formal principle of the southwest quarter of the state likeway running across the northwest quarter of acid the southwester of the control principle of any line of the railrood right of any line railrood right of any line of the railrood right of any line railrood right of any line railrood right of any	of 3917 University	y Avenue, Pear	A Illinois, he	reinafter termed t	he Petitioner, r	equests permission	and authority t
Pornts County, subject to the following conditions and restrictions: Permission and sutherity is requested to construct and maintain a gravel drive at least 15 feet in width, and entering upon the State right of way at right angles to the payment at the existing 30-foot autter entrance provided at Station 774h0, to serve as an entrance to by yeardelenes. She petitionar hereby represents that he is the owner in fee simple of the tract of land to be served by the entrance driveray described herein, eatd land being situation in the county of Feories, State of Illinois and described es follows: All that part of the northwest quarter of the northwest gravier of Section Thirdreen (13) in Tomosing limit of the southwest-cupit line of the State Highway running across the northwest quarter of the northwest gravier of section Thirdreen (13) in Tomosing limit archivestic quarter, and cest of the scatterly right of way then of the rullrook right of way then of the rullrook right of way then feet on the protect of the carterly right of way then of the rullrook right of way then payment of the state of the freeway astablished on this highway by an order feeted field of the freeway astablished on this highway by an order feeted size within the limits of the freeway astablished on this highway by an order feeted with the state of the freeway astablished on this highway by an order feeted with the first payment of the state such than other said Department orcepteen separitations for necess rights to the proper to each such than that said Department orcepteen separitations for necessary legisles to the proper to each the three and Department orcepted with the state of the part of the state such than the said the part of the state of the proper of excluding the part of the state of the proper of excluding the part of the state of the proper of the state of the proper of the state of the part of the state of the proper of the state of the part of the state of the proper of the state of the proper of the state of the proper of t	do certain work herein descr	ibed, in, upon or along S	State Highway kno	own as	no i ottoronor, i	equests permission	and administry t
Positio County, subject to the following conditions and restrictions: Permission and suthority is requested to construct and maintain a gravel drive at least 16 feet in width, and entering upon the State right of way at wight angles to the pavement at the existing 30-fook gutter entrance provided at Station 77410, to serve as an entrance to my readlence. The petitionsy hereby represents that he is the owner in fee simple of the tract of land to be served by the entrance driverey described herein, entd land being situation in the county of Fouris State of Illinois and described es follows: All that part of the northwest quarter of the northwest described berein, entd land tening states of the northwest quarter of the fourist Principal Meridian, lying south of the southwest-quarter, and east of the eastedly right of way line of the ruilroad right of way running through the northwest quarter of end northwest quarter, and east of the eastedly right of way line of the ruilroad right of way then for the ruilroad right of way the Department of Public Works and Multiding eather of access related and the northwest quarter of end northwest quarter, and east of the creates of the state of the freeze gettle of the proper is such that said legalisation, and further that such multiding scating under an entherity conferency of existing Isolalation, and further that such multiding eather which the patitioner shall be extinguished or rectaed a such that the that end Department completes negatively and the such that such and the patitioner shall be recorded in the Proper of a conference of the extraction of the conference of the extraction and the such that and the conference of the conference of the extraction of the conference of the conference of the extraction of the conference of the conference of the conference of the conference of the extraction of the conference of the extraction of the conferenc	Route F.A. 31 (U.S.	. 150) Section	116	from Station	77420	to Station	
Pendission and subharthy is requested to construct and maintain a gravel drive at loast 15 feat in width, and entering upon the State wight of may at wight angles to the powesent at the enduring 30-foot gutter entrance provided at Station 77410, to serve as an entrance to my residence. The petitionar kerely represents that he is the owner in fee simple of the tract of India to be served by the entrance driverage described herein, said land tesing situates in the country of Fearing, State of Illinois and described es follows: All that state of the northwest quarter of the northwest quarter of whe northwest quarter of Section Statemen (13) in Tourisity like (1) North, Earny Seven (7) East of the fourth Principal Maridian, lying south of the southwesterly like of the State Highway running across the northwest quarter of seal and the surface of the statement of seal of the fourth Principal Maridian, lying south of the southwester quarters and east of the castocity right of way like of the milroy dight of way from the milroy of pending the northwest quarter of seal of seal northwester quarters, and east of the castocity right of way like of the milroy driph of way from the milroy of seal and the highway by an ovice result of across more of less. The potitioner understands that the show described entrance dight works and sulfaines of the highway by an ovice result of the travers of the without and the highway by an ovice result of the principal legislation, and further that such entrance shall be extinguished to the property warring legislation, and further that such entrance mill not claim editational desages by virtual conductions and the seal Department completes negatiations for access rights to the property warring that and other travers of the entrance described herein. It is also account that this pertit is expected with the seal than the provision of the seal of millows property of the millow of the provision of the seal time to the provision of the seal time to the provision of the seal of millows of the pr	Route S.B.Z. 30	Section					
Permission and suthority is requested to construct and maintain a gravel drive at loset is feet in width, and entering upon the State right of way at right angles to the provement at the cristing 30-500 gutter entrance provided at Station 77410, to serve as an entrance or year selection. The potitioners hereby represents that he is the owner in fee simple of the tract of land to be served by the entrance drivency described herein, said land being situated in the county of Feorla, State of Illinois and described as follows: all that part of the northwest quarter of the northwest of Station Shirteen (13) in Towards Plan (9) North, Range Seven (7) Rast of the Fourth Principal Meridian, lying south of the southwastery line of the State (lighway running across the northwest quarter of said arrives the northwest quarter of said arrives the northwest plant of the state (lighway running across the northwest contents of said arrives of said northwest plant of the State (lighway running across the northwest, contenting 6.56 acros, wore or less. The potitioner undovidends that the above described entirence dripth of any running through the northwest quarter of said northwest of said said that the lighter by an order assessed dripty 13, 1947 by the Department of Public Works and Hulldings asting under authority conferred the said last the lighter of the interact of the proper of the surface of the said across and across and across an	Pooris		Country of Live				
least 15 fest in width, and entering upon the State right of way at right engles to the provement at the cristing 30-foot gutter entrence provided at Stateon 77th, to serve as an entrence to my residence. The patitionar here's represents that he is the owner in fee simple of the track of land to be served by the entrence drivency described herein, end land teding situate in the country of Faorla, Sate of Illindia and described es follows: 111 that part of the northwest querter of the northwest querter of the northwest querter of the northwest querter of the fourth Frincipel Meridian, lying outh of the southwest querter, and east of the fourth Frincipel Meridian, lying outh of the southwest querter, and east of the easterly right of say line of the reliance of said morthwest querter, and east of the casterly right of say line of the reliance of the southwesterly line of the State Highway running across the northwest querter, or facility of the casterly right of say line of the reliance drive is rithin the limits of the freeway catabilished on this highest of mortane drive is rithin the limits of the freeway catabilished on this highest atting under authority conferring the cuttoring legislation, and further that such entrence shall be extinguished or workers or such that the said peratuant completes negativations for access rights to the proper of existence of the entrence described herein. It is also understood that this parett is accepted with the Sull understanding that any improvements constructed on the property after further understood that the patitioner shall not claim additional damages by virtue of existence of the entrence described herein. It is also understood that this parett is accepted within a further said herein the said patience of the contract of the property of existence of the contract of the said patience of the contract of the property of the property is a subject to the said patience of the property of the said patience of the parett is said the property of the said patience of the pare	Daminglan	and outherstor s					الام مسالسك
of land to be zerved by the entrance driversy described herein, end land being situated in the country of Poorla State of Illinois and described ex follows: All that part of the northwest quarter of the northwest quarter of Section Thirteen (13) in Temestic Plant (2) Norths, Engine Soven (7) has of the fourth Frincipal Meridian, lying South of the southwesterly line of the State Highway running across the northwest quarter of said zerotheast quarter, and cast of the easterly right of say line of the railroad right of say line of the railroad right of acres, more or less. The petitioner understands that the show described entrance drive is within the luties of the freeway established on this highway by an order issued hilly 19, 1917 by the Department of Public Works and Williams satian under authority conferre by existing legislation, and unther that such entrance shall be extinguished or revised the each time that said Department completes mentiations for access rights to the proper it is further understood that the petitioner shall not claim satiation for access rights to the proper it is further understood that the petition at the petition shall not claim satiation for access rights to the proper it is called the internance described herein. It is show understood that this persit is accepted with the full understoanding that any improvements constructed in the proper state with the full of 1918 shall not be construed as increasing the value of rights of uccess or right of way at such time as times rights are acquired for purpose of developing the frogency. This persit is shall be construed to the foreign tourty Decorder's Cifics. First The said petitioner shall furnish materia, do all work, my all costs and shall an reasonable length or the work shall be construed to the satisfaction of the chief Highway. First The said petitioner shall for the material and shall not interfer with or obstruct traffic on said highway. First The said petitioner shall not train out in a subject that in reasonable length or th	least 16 feet in a povement at the en	width, and ente ricting 30-1001	ring upon t	he State ric	vay 20 th	at wight and	len to the
Second: That the proposed improvement shall be located and constructed to the satisfaction of the Chief Highway Engineer or his duly works and Buildings. Division of Highways. Third: In performing this work the petitioner shall not interfere with or obstruct traffic on said highway. Fourth: That the petitioner shall not serve any patron while the vehicle of the patron is parked on any portion of the State Highway. Fifth: That the said petitioner shall not serve any patron while the vehicle of the patron is parked on any portion of the State Highway. Fifth: That the said petitioner shall not trim, cut or in any way disturb any trees or shrubbery, along said bighway without the approval of the Chief Highway Engineer or his duly authorized representative. Sixth: That the petitioner shall not trim, cut or in any way disturb any trees or shrubbery, along said bighway without the approval of the Chief Highway Engineer or his duly authorized representative. Seventh: That should the State's construction and operation on said highway require any alteration or change of location of the impovement called for in this permit, such alteration or change of location shall be made by the petitioner upon a written request by the Chief lighway Engineer without expense to the State of Illinois or County alforesaid. Eighth: That this permit is effective insofar only as the Department has jurisdiction and does not presume to release said petitioner common compliance with the provisions of any existing statutes relating to the construction of such improvements. IGN AND RETURN TO: Mr. John B. Sattisca Ift. Hawley Ecod Peoples Filiance Address Cand United States Cand Unite	of land to be ser in the county of I the county of I the northwest quere? (9) North, Range secultwesterly line northeast quarter, way running throug acres, wore or less is within the limit 10, 1947 by the Deby existing legislat such time that It is further under existence of the accepted with the actor July 10, 1948	red by the entremental process of the ner of the ner of the state of the free partment of Pulation, and fursaid Department of entrance can entrance can entrance can be entranced that the entrance can be entranced to the the contranced that the entranced that t	ance driver f Illinois f Illinois thmast quar of the Four Highway run he easterly t quarter of may establi olic Works ther that so ther that so patitions without here in grant and construed f	by described and described the of Section to Section In Principal wing across right of was feeld north tands that tands that tands the contrance negotiation the life of the section of th	herein, a d es follo on Thirtee Eeridian, the north y line of he above d highway b a sating w shall be a for acce clain addit lso unders	wid land beir wa: All that a (1) in Ton lying acuti ast quarter of the railroad or, containing escribed entry an order is nder authorit extinguished as rights to tional damage tood that the act wights	e situated part of maidp Him of the of the of said right of said succeeding proper or revised the proper s by virtual property is property in the property is property in the property is property in the property in the property in the property is property in the property in the property in the property is property in the property in the party of the party is property in the party of the party of the party is property in the party of the party is property in the party of the party is property in the party in th
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Third: In performing this work the petitioner shall not interfere with or obstruct traffic on said highway. Fourth: That the petitioner shall not serve any patron while the vehicle of the patron is parked on any portion of the State Highway. Fifth: That the said petitioner, his successors or assigns, shall assume all rick and liability for accidents and damages that may accrue or persons or propety on account of this work. Sixth: That the petitioner shall not trim, cut or in any way disturb any trees or shrubbery, along said bighway without the approval the Chief Highway Engineer or his duly authorized representative. Seventh: That should the State's construction and operation on said highway require any alteration or change of location of the improvement called for in this permit, such alteration or change of location shall be made by the petitioner upon a written request by the Chief ighway Engineer without expense to the State of Illinois or Country aforesaid. Eighth: That this permit is effective insofar only as the Department has jurisdiction and does not presume to release said petitioner onn compliance with the provisions of any existing statutes relating to the construction of such improvements. IGN AND RETURN TO: Mr. John D. Histiages Rt. Hawley Road Peorite Illinois. This penglia is hereby accepted and its provisions agreed to this Signed: Many Many Returned States Signed: Many Many Returned States States Signed: Many Many Returned States	Second: That the propo uthorized representative and Yorks and Buildings, Division	sed improvement shall i I the material used sha n of Highways.	be located and cor Il conform to the	istructed to the sat standard specificat	isfaction of the tions of the Stat	Chief Highway Engir e of Illinois, Depart	neer or his duly
Fourth: That the petitioner shall not serve any patron while the vehicle of the patron is parked on any portion of the State Highway. Fifth: That the said petitioner, his successors or assigns, shall assume all risk and liability for accidents and damages that may accrue or property on account of this work. Sixth: That the petitioner shall not trim, cut or in any way disturb any trees or shrubbery, along said highway without the approval the Chief Highway Engineer or his duly authorized representative. Seventh: That should the State's construction and operation on said highway require any alteration or change of location of the improvement called for in this permit, such alteration or change of location shall be made by the petitioner upon a written request by the Chief lighway Engineer without expense to the State of Illinois or County aforesaid. Eighth: That this permit is effective insofar only as the Department has jurisdiction and does not presume to release said petitioner one compliance with the provisions of any existing statutes relating to the construction of such improvements. IGN AND RETURN TO: Mr. John D. Mattleway Lites Hawley Ecad Peorite This permit is hereby accepted and its provisions agreed to this Witness Signed: May of Address This permit is hereby accepted and its provisions agreed to this Signed: May of Address Signed: May of Address Department of Public Works and Buildings Department of Public Works and Buildings Department of Public Works and Buildings	Third: In performing th	is work the petitioner	shall not interfere	with or obstruct to	raffic on said hig	hway.	
Fifth: That the said petitioner, his successors or assigns, shall assume all risk and liability for accidents and damages that may accrue of persons or property on account of this work. Sixth: That the petitioner shall not trim, cut or in any way disturb any trees or shrubbery, along said highway without the approval at the Chief Highway Engineer or his duly authorized representative. Seventh: That should the State's construction and operation on said highway require any alteration or change of location shall be made by the petitioner upon a written request by the Chief figures are required in a written request by the Chief figures are required and its provisions or County aforesaid. Eighth: That this permit is effective insofar only as the Department has jurisdiction and does not presume to release said petitioner om compliance with the provisions of any existing statutes relating to the construction of such improvements. IGN AND RETURN TO: Mr. John D. Hattisers Lt. Hawley Ecod Peories Illinois. Obstrict Engineer Address This permit is hereby accepted and its provisions agreed to this. Change Counter Signed: Address Counter Signed: Change Counter							State Highway.
Seventh: That should the State's construction and operation on said highway require any alteration or change of location of the improvement called for in this permit, such alteration or change of location shall be made by the petitioner upon a written request by the Chief tighway Engineer without expense to the State of Illinois or Country aforesaid. Eighth: That this permit is effective insofar only as the Department has jurisdiction and does not presume to release said petitioner om compliance with the provisions of any existing statutes relating to the construction of such improvements. IGN AND RETURN TO: Mr. John F. Sattison Kt. Hawley Enad Peorita Illinois. District Engineer Address Italy of Address Italy of Petitioger and United States Italy of Petitioger and Italy of Pe	Fifth: That the said pet	itioner, his successors o	r assigns, shall as	sume all risk and i	iability for accid	ents and damages th	at may accrue
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RIGHT OF WAY GAS Emil A S---

Tract No. 16 60 13491

Emil A. Speck and Marguerite L. Speck, his wife

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FILED FEB. 12 3 Feb. CM. D. 1961 AT 1:46 P. M. DOC. NO.61- 1327 RIGHT OF WAY GAS DOC.

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STATE OF ILLINOIS,

Emil A. Speck and Marguerite L. Speck, His wife

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AB Right-	of-Way Sup	perintendent			B0======			Sa Contract
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DOC. NUMBER

65-19442

EASEMENT TO THE GREATER PEORIA SANITARY AND SEWAGE DISPOSAL DISTRICT

THIS INDENTURE WITNESSETH:

That the Grantors herein

Rema mobile Homes, &

Fled for record in the office of munty Recorder, on

in consideration of the sum of Cne (\$1.00) Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, and of the mutual conditions and agreements herein contained, and in further consideration of the benefits to be derived from the construction of a separate sanitary sewer along the route or line hereinafter specified, which benefits are hereby acknowledged and recognized, do hereby give, grant and convey to The Greater Peoria Sanitary and Sewage Disposal District, a municipal corporation of the County of Peoria and State of Illinois, and its successor or successors forever, the perpetual easement, privilege, right, permission and authority to enter upon the premises hereinafter described and to construct, reconstruct, repair, maintain and operate below the surface of the ground an enclosed separate sanitary sewer and the necessary manholes thereto, together with lateral sewers connecting with the same in, upon, under, across and through the following described real estate, situate in the County of Peoria and State of Illinois, to wit:

A part of the Northwest Quarter of the Northeast Quarter of Section 13, Township 9 North, Range 7 East of the Fourth Principal Meridian, lying South of the southwesterly line of the State Highway running across the Northwest Quarter of said Northeast Quarter, and East of the easterly right of way line of the Railroad right of way running through the Northwest Quarter of said Northeast Quarter

Said separate sanitary sewer shall be constructed and located along and within a strip of land being 10 feet of even width, the centerline of which is described as follows:

Commencing at the intersection of the southwesterly line of the State Highway and the easterly right of way line of the Railroad right of way, and running thence S69°-11'E, along said southwesterly line of said State Highway, 112.0' to a point of curvature; thence continuing southeasterly, along said southwesterly line of said State Highway, on a curve to the right having a radius of 3719.8 feet, a distance of 405 feet to the Point of Beginning: FROM THE POINT OF BEGINNING, running thence southwesterly, making a deflection to the right from the chord of the previous course of 90°, a distance of 50 feet to the end of this easement.

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The above grant and easement is made upon the following terms, conditions and limitations:

- 1. Grantee herein agrees that in constructing said storm relief sewer and any lateral storm relief sewers to be connected therewith in the future, it will cause the excavation by it made to be filled so as to restore the surface of the land to a condition as near as practicable to its present state.
- 2. The grantor and its assigns, shall have the right to make connections with said storm relief sewer for the discharge of storm water and to use such connection, subject to such general regulation as may from time to time be imposed and adopted by the Board of Trustees of said The Greater Peoria Sanitary and Sewage Disposal District.
- 3. The grantor herein and any persons or property owners in the future making connections with such storm relief sewer, hereby agree that any connections made by it or them by virtue hereon shall be made in such manner as may be prescribed by The Greater Peoria Sanitary and Sewage Disposal District aforesaid, and under its supervision. Such connections shall be made for the sole purpose of discharging and disposing of storm water, surface or ground water drainage.
- 4. All materials, plant or equipment used by the grantee or its agents in the construction, repair or maintenance of said storm relief sewer or any lateral storm relief sewers in the future to be connected therewith may be transported to the site of the work on and across the real estate hereinbefore described.
- 5. While the property of the grantor hereinbefore described, or any part thereof, is vacant the grantee herein shall have the right to place surplus or excavated material, debris or waste or equipment and materials needed for the purpose of construction, upon such vacant lands of the grantor, with the provision, however, that all surplus material, equipment and debris so placed during the construction or repair of said storm relief sewer or lateral storm relief sewers to be connected therewith shall, within thirty days after the expiration of the time when any such work has been completed, be removed by the grantee at its own expense.
- 6. The grantee in the construction of storm relief sewers over and across the property of the grantor hereinbefore described shall be liable for any harm or damage done to any of the improvements which may be on said premises situated and shall restore the same to the condition in which they were prior to the commencement of any such work, as near as may be, at its own proper cost and expense.
- 7. The Greater Peoria Sanitary and Sewage Disposal District, aforesaid, will indemnify, save and keep harmless the grantor from any loss, damage or expense constituting a legal liability which it may suffer, incur or sustain or for which it may become liable growing out of any injury to persons or to real or personal property caused by any of the work performed under this grant and easement.
- 8. This Indenture granting an easement together with all the covenants herein contained, shall run with the land and shall be binding upon the successors, grantees, and assigns of the respective parties hereto.

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its		Secretary	under it	s corpor	ate seal	this ,	3 day	y of	nov.	
A.D. 19	4							_		

Peoria Mobile Homes, Inc.

Corporation Name

V Ga Go President

Attest:

County of Peoria Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY That personally known to me to respectively of a corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and _____Secretary respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such President and Secretary respectively and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to execute said instrument, and that the seal affixed thereto is the seal of said corporation.

Notary Public

STATE OF ILLINOIS

) SS

SUICE: 1"= EOO" S.E. CORNER, M. N. 14.
N.E. 14 SEC. 13 TIN, R.TE, 414 R.D.

PLAT OF EASEMENT
TO THE GREATER PEORIA SANITARY
AND SEVVAGE DISPOSAL DISTRICT

PART OF THE NW/14 OF THE N.E. 1/4 OF SEC. IS

STATE OF ILLINOIS OUTUNA

DIVISION OF HIGHWAYS SPRINGFIELD, ILLINOIS

Right

F.A. Name

Route 31 Sec. 116

County Peoria

Sta. 71+11.6 To Sta. 83+77 (T)

RELEASE FOR FREEWAY

1	L. Speck,
THIS INDENTURE WITNESSETH, That the Grantors, Emil A. Speck & Marguerite/	husband'
& wife; and F. A. Moreland & Anne Moreland, husband and wife	
presents that he holds an estate in lands situated in the County of Peoria ate of Illinois described as follows:	and
ll that part of the northwest quarter of the northeast quarter of Section Th	irteen (13
n Township Nine (9) North, Range Seven (7) East of the Fourth Principal Meric	dian, lyin
with of the southwesterly line of the State Highway running across the north	west
arter of said northeast quarter, and east of the easterly right of way line	of the
ilroad right-of-way running through the northwest quarter of said northeast	
ntaining 16.46 acres, more or less.	
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Grantor, for the public benefit and in consideration of the sum of One of the	
) paid to by or in behalf of the State of Illinois, acting by and through the Depart	tment of
of there works and Buildings, the receipt of which is hereby acknowledged, do	nselves,
heirs, executors, administrators and assigns hereby release, quit-claim and extinguish any and all r	rights or

easements of acc	ess, crossing,	light, air and	view	which	might	otherwise	be	enjoyed	over the	Freeway	designated
as Federa	l Aid	Route	w	31	1	ov that nor	rtion	of the	horre dos	oribod las	nd abutting
said Freeway,	except as	follows:				oj una por	. 01011	or one a	thove des	cribed lai	id sparming

Access between the said remaining real property and the main traffic lanes of Federal Aid Route 31 (marked US 150) shall be restricted to ingress and egress by way of a public street or highway (minimum width being 50 feet), hereafter lawfully opened into or upon said abutting property. The said access will be permitted when the said public street or highway is dedicated and constructed by the said Grantor, along the easterly property line of the lands of the said Grantor from the southerly line of the northwest quarter of the northeast quarter of said Section 13 to the existing southwesterly right of way line of said Route 31, with a point of entry to the said main traffic lanes at approximate Station 84+76. The said access shall also be conditional to the acceptance of the said public street or highway by the Township.

The nearest point of any entrance of the said Grantor to the said public street or highway (from or to any remaining real property of the said Grantor) shall not be closer than one hundred (100) feet radially distant southwesterly, from the nearest edge of the pavement in place of said Federal Aid Route 31.

Access for farming and farm home purposes only will be permitted by way of the existing right of approximate Station 77+40 entrance/until such time as the said public street or highway is dedicated and constructed by the said Grantor and accepted by the Township, at which time access by way of the said existing entrance will not be permitted.

Secretaria de la composición de secono d	
Kayyalang at general to the first a compart agreement as	Prepared By Checked By
	Checked by
IN WITNESS WHEREOF, the Grantor's have hereunto set Then	hand and seal this
3/5t day of Cleaning, A.D. 196	of many the state of the state
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STATE OF DAMAS	(ODAID)
County of Janua ss.	# 143 #
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personally known to me to be the same person whose name of Chic subscri	bed to the foregoing instrument.
appeared before me this day in person and acknowledged that Abely	52142
inned1-d 1-11 1-14	d voluntary act, for the uses and
ourposes therein set forth.	
Given under my hand and notarial seal this day of	A.D. 19
Hallan	m H. Soman
1	Notary Public
the second secon	Y
65-	00514

DEDICATION OF RIGHT OF WAY FOR PUBLIC ROAD PURPOSES

THIS INDENTURE WITNESSETH, That the Grantor PEORIA MORILE
HOMES, INC.
of the County of Peoria and State of Illinois, for and in consideration
of the sum of One Dollar (\$1.00) and other good and valuable considerations, the
receipt whereof is hereby acknowledged, and the benefits resulting from the
maintenance of the public roadway, herein referred to do es, by these presents,
hereby grant, convey and dedicate to the People of the State of Illinois, for the
purpose of a public roadway, a tract of land situated in the County of Peoria
and State of Illinois, and described as follows:
ecord ecord
A part of the Northwest Quarter of the Northeast Quarter of the Section 13, Township 9 North, Range 7 East of the Fourth Principal Meridian, more particularly bounded and described as follows:
A strip of ground 25.0 feet of even width along the East side of the Northwest Quarter of the Northeast Quarter of Section 13, township and range aforesaid, lying South of U.S. Route 150:
IN WITNESS WHEREOF, the Grantor has hereunto set
hand and seal this 5 day of
A. D. 1965.
SEXT (SEAL) TEORIR Mobile Homes Ind(SEAL)
(SEAL) Coulon (Res) (SEAL)
(SEAL)
STATE OF ILLINOIS SCOUNTY OF PARAMETERS SS
DO HEREBY CERTIFY that personally known to me to be
personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in personand acknowledged that signed, sealed and delivered the said instrument as free and Given under my hand and purposes therein set forth.
Given under my hand and notarial seal this 5th day of (look)
Monday Sullians

STATE OF ILLINOIS)
COUNTY OF PEORIA)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that E. A. MORELAND, President of PEORIA MOBILE HOMES, INC., a Delaware corporation, and ELLIOTT B. YOUNG, Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act as such President and Secretary, respectively, and as the free and voluntary act of PEORIA MOBILE HOMES, INC., and on their respective oaths stated that they were duly authorized to execute said instrument, and that the seal affixed thereto is the seal of said corporation.

DATED THIS

DAY OF

, 1966.

Notary Public

YON

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Place Notary Seal in Space Below

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Anne R. (ook, a spinster, never having been married,

personally known to me to be the same person whose name subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, seafed and delivered said instrument as hea free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial seal this

DOCUMENT NO. 81-11976

CILCO 1896

JUL 6 1984

GAS EASEMENT

STATE OF ILLINOIS SS fled for record in the office of Heaten G. BLAIR, County Agrees from

For the consideration of ONE DOLLAR (\$1.00) and other good and valuable considerations, the undersigned does hereby Convey and Warrant unto the CENTRAL ILLINOIS LIGHT COMPANY, successors and assigns, the easement and right to install, operate, maintain, renew, enlarge dpon, and remove gas mains, with the usual services, connections and accessories, for the transmission and distribution of gas in, over, upon, under, and across a certain parcel of lain the Township of Kickapoo , County of Peoria , State of Illinois, described as follows:

A part of the Northwest I/4 of the Northeast I/4 of Section 13, Kickapoo Township, Township 9 North, Range 7 East of the 4th Principal Meridian, Peoria County, Illinois, more particularly described as follows, to-wit:

Commencing at the intersection of the Southwesterly right-of-way line of State Route #150 and the Easterly right-of-way line of the Chicago and Northwestern Railroad being the place of beginning of the tract to be described; thence South 69°11' East along the aforesaid Southwesterly right-of-way line, 112 feet to a right-of-way monument; thence Southeasterly on a curve to the right having a radius 3719.08' for an arc length of 36.645 feet, said curve being subtended by a chord bearing South 68°54'04" East with a length of 36.64 feet; thence South 80°35' West, 128.33 feet to a point on the said Easterly right-of-way line of the Chicago and Northwestern Railroad; thence North 09°25' West along the aforesaid Easterly right-of-way line, 75 feet to the place of beginning.

Valve and regulator to be installed on the above-described tract.

Together with the right of ingress and egress over lands of Grantorfor the purpose of constructing said gas main, or repairing or renewing the same. It is expressly understood that buildings or other structures will be placed on said easement without the written consent of together the consent of the c
N WITNESS WHEREOF, the haid party of the first part has caused this instrument to be executly its officers, under its corporate seal, this 5th day of 195 repared for Company.
SLAL By (Olich 1) Your President
Secretary TATE WER. IFLINOIS BUNTOPA TERE WELL
The understand a Notary Public in and for said County in the State aforesaid do hereby to the Light of the least of least of the least of le
N WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal thereto this <u>5th</u> day

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of	RPDR.	A. D. Lissian Its Secret I, the DO HEREB Mar to be the Peoria	By etary e undersigned, a Nex CERTIFY that y Kay Dunca President s Mobile Home	PEORIA PEORIA Elliott B. cotary Public in Elliott B n nd.	MOBILE I Young, and for said (Young	HOMES, INC. The state aforesaid, and personally known to me ry respectively of	
of	ATE OF ILLINOIS	A. D. Its Secr. I, the DO HEREB Mar to be the Peorta and persona foregoing in respectively, they signed, such and voluntar on their respective ment and the men	By etary e undersigned, a New CERTIFY that y Kay Dunca Wohile Home lly known to me to strument as such appeared before sealed and deliver President and y act of said corp pective oaths state at the seal affixed to Nunder my hand;	per president of the data the said in the data the said in the data they were the said in the data the said in the data they were the said in the said in the data they were the said in the sai	and for said (Young Secreta Proons whose referson and secretary research and purpose and purpose of said corrors	County and State aforesaid, and personally known to me rry respectively of a corporation, ames are subscribed to the Secretary exertally acknowledged that refree and voluntary act as respectively and as the free ones therein set forth; and zed to execute said instruation.	
of	ATE OF ILLINOIS	A. D. I, the DO HEREB Mar to be the Peorla and persona foregoing in respectively, they signed, such and voluntar on their respect and the GIVE	By etary e undersigned, a New CERTIFY that y Kay Dunca Wohile Home lly known to me to strument as such appeared before sealed and deliver President and y act of said corp pective oaths state at the seal affixed to Nunder my hand;	per president of the data the said in the data the said in the data they were the said in the data the said in the data they were the said in the said in the data they were the said in the sai	and for said (Young Secreta Proons whose referson and secretary research and purpose and purpose of said corrors	county and State aforesaid, personally known to me ry respectively of , a corporation, names are subscribed to the Secretary everally acknowledged that r free and voluntary act as respectively and as the free oses therein set forth; and zed to execute said instru- ation.	r



The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "PEORIA MOBILE HOMES, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTIETH DAY OF MAY, A.D. 2003.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "PEORIA MOBILE HOMES, INC." WAS INCORPORATED ON THE ELEVENTH DAY OF JANUARY, A.D. 1965.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



Darriet Smith Windson

AUTHENTICATION: 2425158

DATE: 05-20-03

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