

Monroe County, Illinois
Jonathan McLean, Recorder

432343

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[ELECTRONICALLY FILED]

DECLARATION OF MUTUAL EASEMENT AND USE RESTRICTION

THIS DECLARATION OF MUTUAL EASEMENT AND USE

RESTRICTION is made effective as of the 1st day of March, 2024, by BONNIE L. VALENTINE, as the surviving tenant by the entirety of Richard J. Valentine, Deceased (“Valentine”), GAIL ANNE ARNOLD, as Trustee of the Gail Anne Arnold Living Trust dated January 27, 2017 (“Arnold”), WILFRED G. SOUTIEA AND KIMBERLY M. SOUTIEA, as Trustees of the Wilfred G. and Kimberly M. Soutiea Trust dated May 13, 2020 (“Soutiea”), DONALD L. BRANSON AND PHYLLIS A. BRANSON, as Co-Trustees of the Branson Family Trust dated November 21, 2005 (“Branson”), SCOTT G. KOHLER AND JOAN L. KOHLER (“Kohlers”), GARY L. KOHLER, as Successor Trustee of the Leo A. Kohler Declaration of Trust dated December 20, 1995 (“Leo Kohler Trust”) and the Shirley A. Kohler Declaration of Trust dated December 20, 1995 (“Shirley Kohler Trust”), and CARL S. FORREST (“Forrest”), all of whom are hereinafter collectively referred to as the “Defendants,” and RUTH J. VOGEL AND DARRELL GROOM, as Successor Co-Trustees of the Herman Stemler Land Trust No. 5361 dated June 23, 1975 (“Plaintiffs”), with the Plaintiffs and Defendants being hereinafter collectively referred to as the “Declarants.”

RECITALS

A. Plaintiffs hold legal title to certain real estate identified by Monroe County,

Illinois Parcel Numbers 09-01-400-003-000 and 10-06-300-001-000 (the “Plaintiff Property”), which is shown on Exhibits “A-1” and “A-2” and particularly described in Exhibit “B” attached hereto and incorporated herein by reference.

B. Valentine owns certain real estate identified by Monroe County, Illinois Parcel Number 10-06-200-012-000 (the “Valentine Property”), which is shown on Exhibit “C” and particularly described in Exhibit “D” attached hereto and incorporated herein by reference.

C. Arnold owns certain real estate identified by Monroe County, Illinois Parcel Number 10-06-200-018-000 (the “Arnold Property”), which is shown on Exhibit “E” and particularly described in Exhibit “F” attached hereto and incorporated herein by reference.

D. Soutiea owns certain real estate identified by Monroe County, Illinois Parcel Number 10-06-100-010-000 (the “Soutiea Property”), which is shown on Exhibit “G” and particularly described in Exhibit “H” attached hereto and incorporated herein by reference.

E. Branson owns certain real estate identified by Monroe County, Illinois Parcel Number 10-06-100-009-000 (the “Branson Property”), which is shown on Exhibit “I” and particularly described in Exhibit “J” attached hereto and incorporated herein by reference.

F. Kohlers own certain real estate identified by Monroe County, Illinois Parcel Number 10-06-300-006-000 (the “Kohler Property”), which is shown on Exhibit “K” and particularly described in Exhibit “L” attached hereto and incorporated herein by reference.

G. Leo Kohler Trust and Shirley Kohler Trust own certain real estate identified by Monroe County, Illinois Parcel Numbers 10-06-300-003-000 and 10-06-300-005-000 (collectively, the “Leo and Shirley Kohler Trusts Property”), which is shown on Exhibits “M” and “N” and particularly described in Exhibits “O” and “P” attached hereto and incorporated herein by reference.

H. Forrest owns certain real estate identified by Monroe County, Illinois Parcel Number 10-06-300-004-000 (the “Forrest Property”), which is shown on Exhibits “Q” and particularly described in Exhibit “R” attached hereto and incorporated herein by reference.

I. The Valentine Property the Arnold Property, the Soutiea Property, the Branson Property, the Kohler Property, the Leo and Shirley Kohler Trusts Property and the Forrest Property are hereinafter collectively referred to as the “Defendant Properties.”

J. A roadway commonly known and referred to as “Ivy Lane” runs from Illinois State Route 156 through the Defendant Properties as shown on Exhibits “C”, “E”, “G”, “I”, “K”, “M”, “N” and “Q,” and ends at the Plaintiff Property as shown on Exhibit “A-2” (hereinafter referred to as “Ivy Lane”).

K. The Plaintiff Property and the Defendant Properties are hereinafter referred to as the “Declarants’ Properties.”

L. Plaintiffs have heretofore filed a legal action against the Defendants in the Circuit Court for the 24th Judicial Circuit, Monroe County, Illinois, as Case No. 2023MR14, seeking a declaratory judgment that Plaintiffs have a prescriptive easement over and across Ivy Lane for access to the Plaintiff Property (the “Lawsuit”).

M. Declarants desire to establish a mutual ingress and egress easement over, across and upon Ivy Lane, and impose a use restriction on the Plaintiff Property, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the settlement of the Lawsuit, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Declarants hereby declare that the Declarants’ Properties shall be held, sold, transferred, conveyed and occupied subject to a mutual ingress and egress easement, and the Plaintiff Property shall be subject to a use restriction, as follows:

1. Recitals. The recitals set forth above are material to this Declaration, and are hereby incorporated into and made a part of this Declaration as though they were fully set forth in this paragraph 1.

2. Establishment of Easement. Declarants hereby declare and establish a perpetual mutual ingress and egress easement over, across and upon Ivy Lane as said private road currently exists in width and length (hereinafter referred to as the "Easement"). In furtherance thereof, the Defendants hereby grant and convey to each other and to Plaintiffs the Easement as it pertains to their respective properties. Notwithstanding anything in this Declaration of Mutual Easement and Use Restriction to the contrary, the Declarants agree that:

a) The Easement shall at all times lie within the rocked or paved area of Ivy Lane, and shall under no circumstances encroach upon or extend into any of the Declarants' adjacent lands, and each Declarant shall have the right to trim back from the Easement property trees, bushes or other obstructions which encroach thereon and extend over and into the rocked and paved area of Ivy Lane and thereby interfere with the use of the Easement for ingress and egress, provided that care is taken not to kill or substantially damage existing landscaping; and

b) The Easement shall not be deemed to extinguish nor merge with that certain Right-Of-Way Easement recorded in Book 121, Page 55 in the Office of the Monroe County Recorder of Deeds with respect to any party currently enjoying the aforesaid Right-Of-Way Easement, and said Right-of-Way Easement shall remain in full force and effect.

3. Character of Easement. The Easement shall be appurtenant to, for the benefit of, and will run with title to the Declarants' Properties.

4. Use of Easements. The Easement established herein shall be used only for roadway purposes, providing ingress and egress for the Declarants over and across Ivy Lane from Illinois State Route 156 to the Plaintiff Property. No building, structure or improvement shall be erected within the boundaries of the Easement.


5. Maintenance and Repair of Easement. Declarants and future owners in fee simple of the Declarants' Properties shall share necessary expenses for the maintenance and repair of the Easement as may be mutually agreed upon by them. If no agreement is unanimously reached there is no obligation to maintain and repair.

6. Restriction on Use of Plaintiff Property. Plaintiffs hereby impose a restriction on the Plaintiff Property for the benefit of the Defendant Properties, which will run with title to the Declarants' Properties, whereby the use of the Plaintiff Property is restricted to agricultural use, recreational use by the residents of the Plaintiff Property and their social (not business) guests, and residential use by the owners of the Plaintiff Property, their family members, and their lessees or tenants from time to time. The real estate will not be subdivided for public sale.


7. Successors and Assigns. The Easement and use restriction contained herein shall be binding upon and inure to the benefit of the Declarants and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, Declarants have executed this Declaration of Mutual Easement and Use Restriction as of the day and year first above written.


"DECLARANTS"



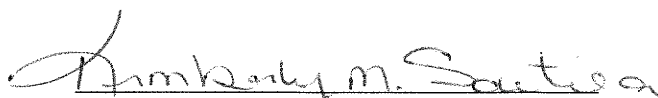
Bonnie L. Valentine



Gail Anne Arnold, as Trustee of the Gail Anne Arnold Living Trust dated January 27, 2017



Wilfred G. Soutiea, as Trustee of the Wilfred G. and Kimberly M. Soutiea Trust dated May 13, 2020



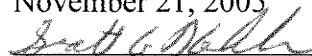
Kimberly M. Soutiea, as Trustee of the
Wilfred G. and Kimberly M. Soutiea
Trust dated May 13, 2020



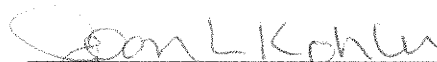
Donald L. Branson, as Co-Trustee of the
Branson Family Trust dated
November 21, 2005



Phyllis A. Branson, as Co-Trustee of the
Branson Family Trust dated
November 21, 2005



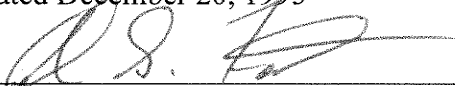
Scott G. Kohler



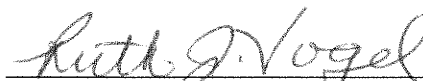
Joan L. Kohler



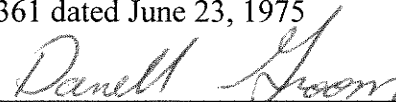
Gary L. Kohler, as Successor Trustee of
the Leo A. Kohler Declaration of Trust
Dated December 20, 1995 and the
Shirley A. Kohler Declaration of Trust
dated December 20, 1995



Carl S. Forrest



Ruth J. Vogel, as Successor Co-Trustee
of the Herman Stemler Land Trust No.
5361 dated June 23, 1975

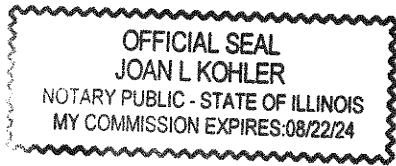


Darrell Groom, as Successor Co-Trustee
of the Herman Stemler Land Trust No.
5361 dated June 23, 1975

STATE OF ILLINOIS)
) SS.
COUNTY OF Monroe)

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Bonnie L. Valentine, 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, sealed and delivered said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of March, 2024.

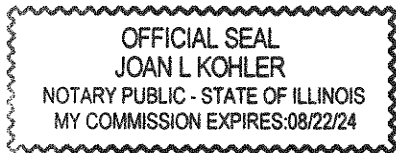


Joan L Kohler
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF Monroe)

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Gail Anne Arnold, 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 she signed, sealed and delivered said instrument as her free and voluntary act, and as the free and voluntary act of the Gail Anne Arnold Living Trust dated January 27, 2017, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of March, 2024.

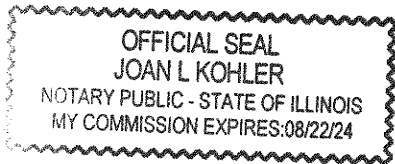


Joan L Kohler
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF Monroe)

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Wilfred G. Soutiea, 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, sealed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of the Wilfred G. and Kimberly M. Soutiea Trust dated May 13, 2020, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of March, 2024.

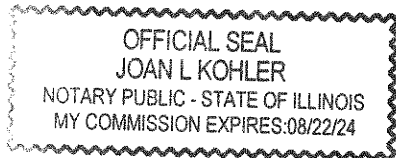


Joan L Kohler
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF Monroe)

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Kimberly M. Soutiea, 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 she signed, sealed and delivered said instrument as her free and voluntary act, and as the free and voluntary act of the Wilfred G. and Kimberly M. Soutiea Trust dated May 13, 2020, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of March, 2024.

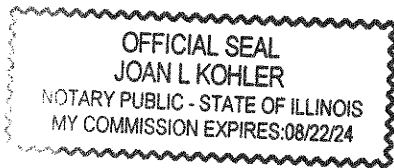


Joan L Kohler
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF Monroe)

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Donald L. Branson, 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, sealed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of the Branson Family Trust dated November 21, 2005, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of March, 2024.

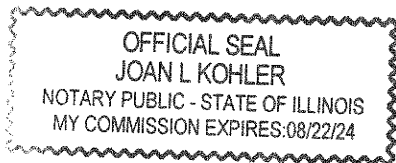


Joan L. Kohler
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF Monroe)

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Phyllis A. Branson, 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 she signed, sealed and delivered said instrument as her free and voluntary act, and as the free and voluntary act of the Branson Family Trust dated November 21, 2005, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of March, 2024.

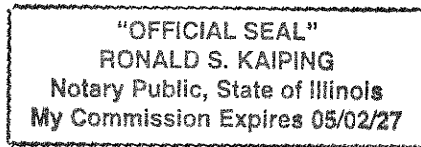


Joan L. Kohler
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF MONROE)

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Scott G. Kohler, 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, sealed and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of MARCH, 2024.

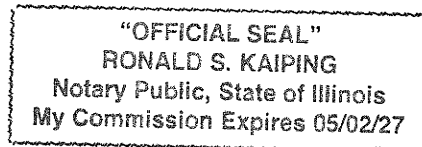


Ronald S. Kaiping
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF MONROE)

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Joan L. Kohler, 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 she signed, sealed and delivered said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of MARCH, 2024.

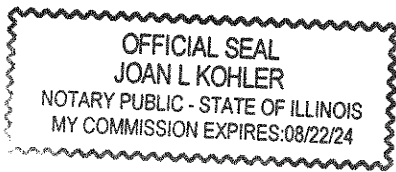


Ronald S. Kaiping
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF Monroe)

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Gary L. Kohler, 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, sealed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of the Leo A. Kohler Declaration of Trust dated December 20, 1995 and the Shirley A. Kohler Declaration of Trust dated December 20, 1995, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of March, 2024.

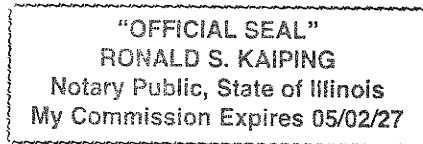


Joan L Kohler
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF MONROE)

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Carl S. Forrest, 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, sealed and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of MARCH, 2024.

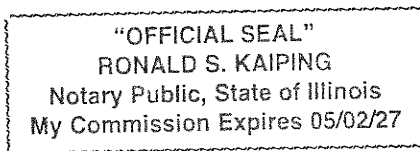


Ronald S. Kaiping
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF MONROE)

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Ruth J. Vogel, 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 she signed, sealed and delivered said instrument as her free and voluntary act, and as the free and voluntary act of the Herman Stemler Land Trust No. 5361 dated June 23, 1975, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7TH day of MARCH, 2024.

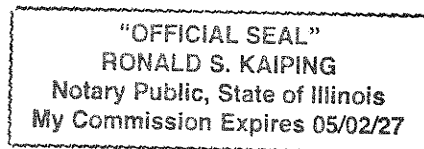


Ronald S. Kaiping
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF MONROE)

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Darrell Groom, 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, sealed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of the Herman Stemler Land Trust No. 5361 dated June 23, 1975, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6TH day of MARCH, 2024.

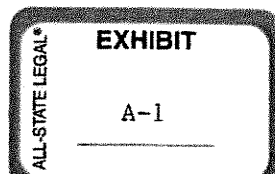
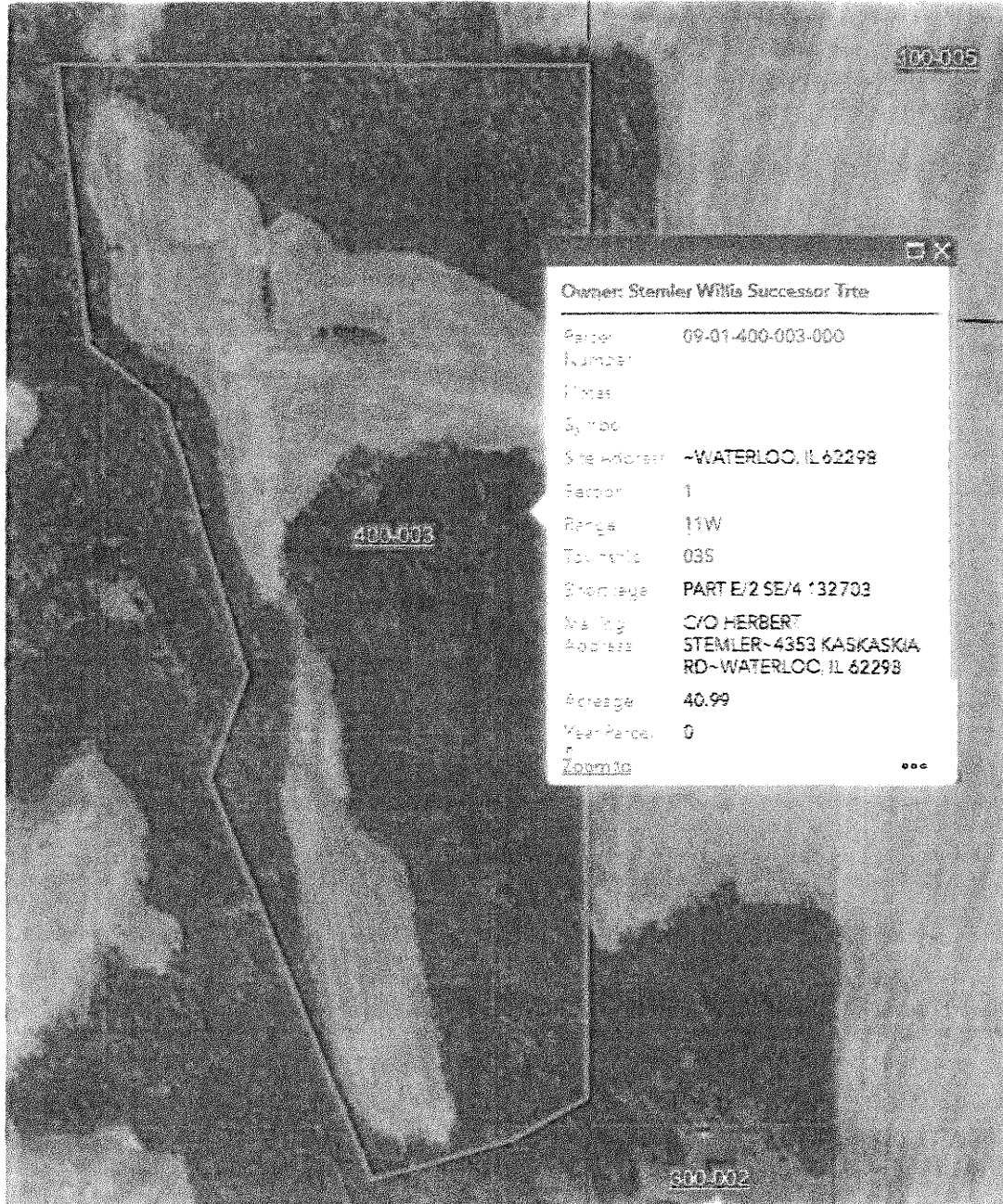


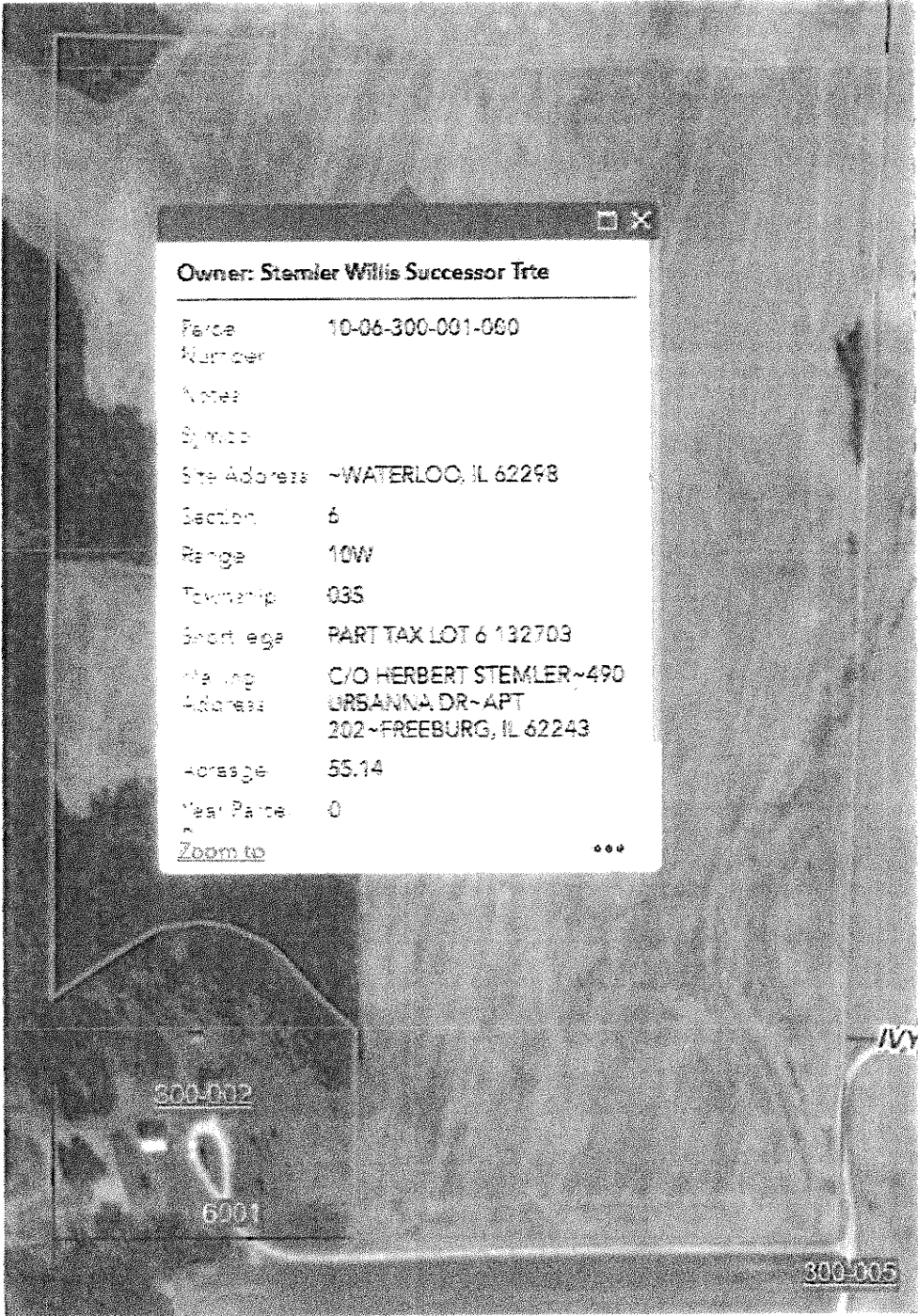
Ronald S. Kaiping
Notary Public

Permanent Index Numbers: See Exhibits attached hereto

This instrument prepared by
and after recording mail to:

Kurt S. Schroeder
UB Greensfelder LLP
821 West Highway 50
Suite 303
O'Fallon, Illinois 62269





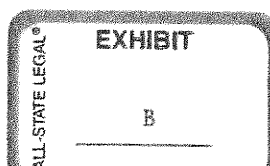
Parcel 1:
Tax Lot 6 of Section 6 of Township 3 South, Range 10 West of the 3rd O.M., Monroe County, Illinois as shown on Page 42 of the Surveyor's Official Plat Record "A" of Monroe County, Illinois records, containing 60 acres, more or less.

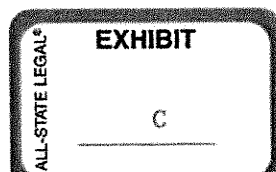
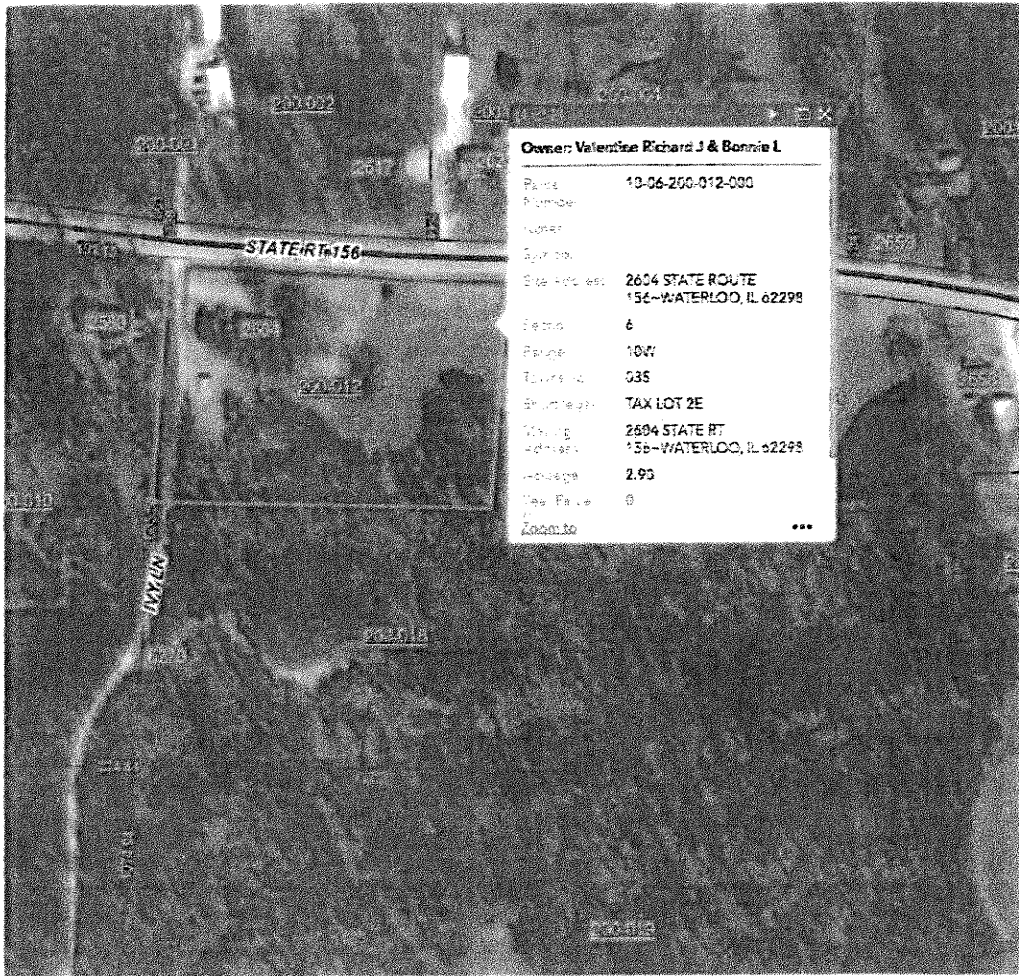
Parcel 2:
All that part of the east half of the Southeast Quarter of Section 1 of Township 3 South, Range 11 West of the 3rd P.M., Monroe County, Illinois lying easterly of the centerline of a creek, and being more particularly described as follows: Beginning at the southeast corner of said Section 1 of Township 3 South, Range 11 West of the 3rd P.M., Monroe County, Illinois; thence Westerly 296 feet along the South line of said Section 1 to a point in the center of the creek; thence North 17° 15' West 573 feet along the center of said creek to a point; thence North 20° West 680 feet along the center of said creek to a point; thence North 18° East 303 feet along the center of said creek to a point; thence North 17° 20' West 567 feet along the center of said creek to a point; thence North 50° 45' West 209 feet along the center of said creek to a point on the North line of the said East half of the Southeast Quarter of said Section 1; thence Easterly 1180 feet along the Northerly line of said Southeast Quarter of Section 1 to the Northeast corner of said Southeast Quarter; thence Southerly 2637 feet along the Easterly line of said Section 1 to the PLACE OF BEGINNING, containing 45.13 acres, more or less.

EXCEPTING THEREFROM THE FOLLOWING:

PART OF TAX LOT 6 OF SECTION 6 OF TOWNSHIP 3 SOUTH, RANGE 10 WEST OF THE 3RD P.M. AND PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 1 OF TOWNSHIP 3 SOUTH, RANGE 11 WEST OF THE THIRD P.M. ALL IN MONROE COUNTY, ILLINOIS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF TAX LOT 6 OF SAID SECTION 6; THENCE EASTERLY 500 FEET ALONG THE SOUTH LINE OF SAID TAX LOT 6 TO A POINT; THENCE NORTHERLY 343 FEET ALONG A LINE PARALLEL TO THE WEST LINE OF SAID TAX LOT 6 TO A POINT IN THE CENTER OF A DITCH OR CREEK; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE CENTER OF THE SAID DITCH OR CREEK, A DISTANCE OF 600 FEET, MORE OR LESS, TO A POINT OF INTERSECTION OF SAID CREEK OR DITCH AND THE WEST LINE OF SAID SECTION 6, BEING ALSO THE RANGE LINE BETWEEN TOWNSHIPS 3 SOUTH, RANGE 10 AND 11 WEST OF THE SAID P.M.; THENCE CONTINUING SOUTHWESTERLY ALONG THE CENTER LINE OF SAID DITCH OR CREEK TO ITS INTERSECTION WITH ANOTHER CREEK, A DISTANCE OF 460 FEET, MORE OR LESS, SAID POINT BEING ON THE WESTERLY PROPERTY LINE AS SET OUT IN DESCRIPTION OF THE DEED RECORDED IN DEED RECORD 112 AT PAGE 166 IN THE RECORDER'S OFFICE OF MONROE COUNTY, ILLINOIS; THENCE SOUTH 17 DEGREES 15 MINUTES EAST ALONG THE CENTER LINE OF SAID SECOND CREEK, A DISTANCE OF 450 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SECTION 1 OF SAID TOWNSHIP 3 SOUTH, RANGE 11 WEST OF THE 3RD P.M.; THENCE EASTERLY 296 FEET ALONG THE SAID SOUTHERLY LINE OF SAID SECTION 1 TO THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE NORTHERLY ALONG THE SAID RANGE LINE BETWEEN TOWNSHIP 3 SOUTH, RANGE 10 AND 11 WEST OF THE 3RD P.M., A DISTANCE OF 194 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING. CONTAINING 9 ACRES, MORE OR LESS

PPN: 10-06-300-001-000; 09-01-400-003-000





WARRANTY DEED - Tenancy by the Entirety

GRANTOR(S), CLARENCE H. STUMPF of WATERLOO, in the County of MONROE, in the State of Illinois, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, CONVEY(S) and WARRANT(S) to the grantee(s), RICHARD J. VALENTINE and BONNIE L. VALENTINE, HUSBAND AND WIFE, husband and wife, of P.O. BOX 132, VALMEYER, in the County of MONROE, in the State of Illinois, not in TENANCY IN COMMON and not in JOINT TENANCY, but as TENANTS BY THE ENTIRETY, the following described real estate, to wit:

STATE OF ILLINOIS
COUNTY OF MONROE
RECORD
19543
1994 SEP 22 PM 12:17
BOOK 188 PAGE 593
Richard J. Heil
RECORDER

== For Recorder's Use ==

SEE ATTACHED SCHEDULE "A"
Permanent Index No:
10-06-200-012-00040

APPROVED

Known as: 2604 STATE ROUTE 156, WATERLOO, Illinois 62298

SEP 22 1994

SUBJECT TO: (1) General real estate taxes for the year 1993 and subsequent years. (2) Covenants, conditions and restrictions of record.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. To HAVE AND TO HOLD said premises not in TENANCY IN COMMON and not in JOINT TENANCY but as TENANTS BY THE ENTIRETY.

DATED this 21st day of September, 1994.

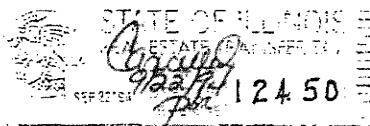
Clarence H. Stumpf
CLARENCE H. STUMPF

STATE OF ILLINOIS)
COUNTY OF MONROE)

) The foregoing instrument was acknowledged
) before me this 21st of September, 1994 by
CLARENCE H. STUMPF



Kathy L. Neal Notary Public
My commission expires 5-18-97



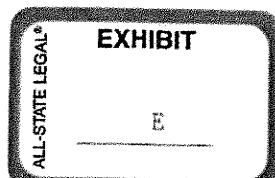
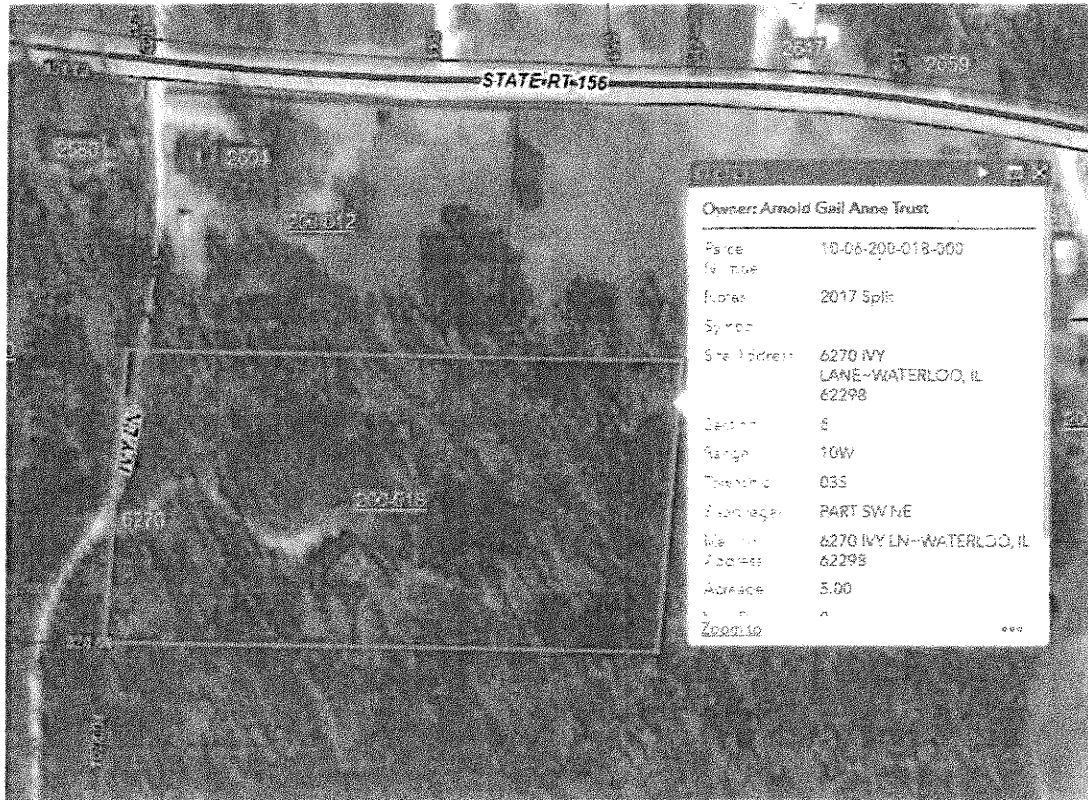
Prepared By: LYNN J. BERSCHE, ATTORNEY AT LAW, 203 WEST MILL STREET
WATERLOO, IL 62298
Tax Bill To: RICHARD J. VALENTINE
2604 STATE ROUTE 156, WATERLOO, Illinois 62298
Return To : REAL TITLE SERVICE CORP.
511C NORTH MAIN STREET, COLUMBIA, Illinois 62236



BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6 OF T. 3 S., R. 10 WEST OF THE 3RD P.M., MONROE COUNTY, ILLINOIS; THENCE NORTH ALONG THE WEST LINE OF THE SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 305 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF A HIGHWAY KNOWN AS S.B.I. ROUTE NO. 156; THENCE EASTERLY ALONG THE SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 424 FEET TO A POINT; THENCE SOUTH ALONG A LINE PARALLEL TO THE SAID WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 295 FEET TO A POINT ON THE SOUTH LINE OF THE SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE WEST 422 FEET ALONG THE SAID SOUTH LINE TO THE PLACE OF BEGINNING, CONTAINING 2.90 ACRES, MORE OR LESS, AND BEING PART OF TAX LOT 2-A OF SECTION 6 OF T. 3 S., R. 10 WEST OF THE 3RD P.M., MONROE COUNTY, ILLINOIS AS SHOWN ON PAGE 42 OF THE SURVEYOR'S OFFICIAL PLAT RECORD "A" OF MONROE COUNTY, ILLINOIS RECORDS.

SUBJECT FURTHER TO ALL EASEMENTS, RESTRICTIONS AND CONDITIONS SHOWN ON PAGE 42 OF THE SURVEYOR'S OFFICIAL PLAT RECORD "A" OF MONROE COUNTY, ILLINOIS RECORDS.

PERMANENT PARCEL NO. 10-06-200-012-00040
PRIOR DEED: BK 99; PG 430



Accent Title



399655

This instrument was prepared by:
Elizabeth Gallagher, Atty.
404 North Main
Columbia, IL 62236
(618) 281-2920

JONATHAN MCLEAN
MONROE COUNTY RECORDER
WATERLOO, IL
RECORDED ON
01/23/2019 12:09:22PM
DEED FEE: 49.00
MISC R FEE: 1.00
RHSP FEE: 9.00
PAGES: 3
BOOK _____ PAGE _____

Future Taxes and
Return this Document to:
Gail Anne Arnold
6270 Ivy Lane
Waterloo, IL 62298

QUIT CLAIM DEED

THE GRANTOR, **Gail Anne Arnold, as sole owner**, of the City of Waterloo, County of Monroe and State of Illinois, for and in consideration of the sum of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, Convey and QUITCLAIM all her interest:

Gail Anne Arnold, Trustee and Successor Trustees of The Gail Anne Arnold Living Trust, dated January 27, 2017

whose address is: 6270 Ivy Lane, Waterloo, IL 62264

98

MAPPING & PLATTING
APPROVED

in the following real estate, to-wit:

JAN 22 2019

SEE ATTACHED LEGAL DESCRIPTIONS

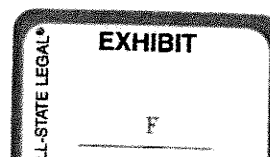
BY *Laura Henry*
SUBJECT TO ZONING

Situated in Monroe County, Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. Dated this 27 day of January 2017.

Gail Anne Arnold
Gail Anne Arnold

STATE OF ILLINOIS)
) ss.
COUNTY OF MONROE)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT **Gail Anne Arnold**, personally known or proved to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same,

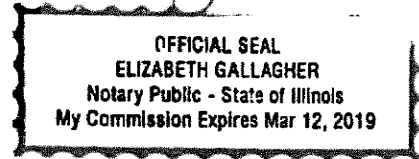


appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 27th day of January, 2017.

Elizabeth Gallagher
Notary Public

TRANSFER TAX:
"Exempt under provisions of Paragraph e "
Section 4, Real Estate Transfer Tax Act.



Date: 1-27-17

Representative: Elizabeth Gallagher

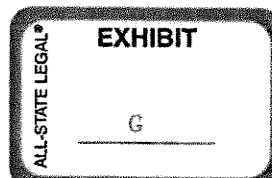
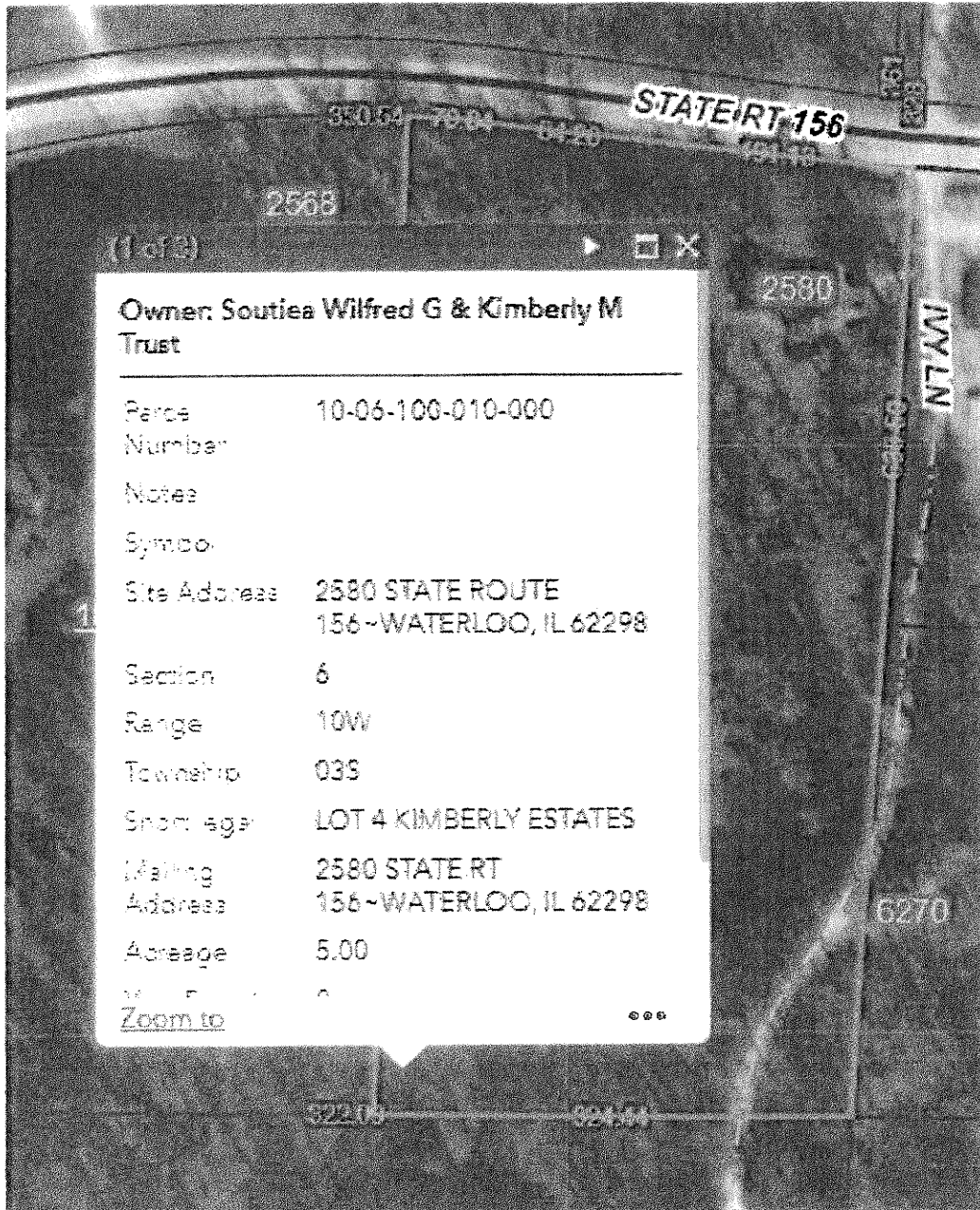
LEGAL DESCRIPTION

The North One-Half (1/2) of the Northwest One-Quarter (1/4) of the Southwest One-Quarter (1/4) of the Northeast One-Quarter (1/4) of Section 6, in Township 3 South, Range 10 West of the 3rd P.M., Monroe County, Illinois, containing five acres, more or less.

Parcel No. 10-06-200-018

Prior Deed 385307

Address of Property: 6270 Ivy Lane, Waterloo, IL 62298



DEED IN TRUST

MAPPING & PLATTING
APPROVED

MAY 18 2020

BY *JBL*
SUBJECT TO ZONING

THE GRANTORS, WILFRED G. SOUTIEA AND KIMBERLY M. SOUTIEA, husband and wife, of Waterloo, County of Monroe, State of Illinois, for the consideration of One Dollar (\$1.00) and other good and valuable consideration, to the Grantors in hand paid, CONVEY and QUITCLAIM to WILFRED G. SOUTIEA AND KIMBERLY M. SOUTIEA, husband and wife, trustees, or successor trustee(s), of THE WILFRED G. AND KIMBERLY M. SOUTIEA TRUST DATED May 13, 2020, Waterloo, Illinois, all interest in the following described real estate situated in Monroe County, State of Illinois, to wit:

See Exhibit A.

The interests of Wilfred G. Soutiea and Kimberly M. Soutiea, husband and wife, in the homestead property contained herein are to be held as tenants by the entirety.

This deed is made to said trustees, who shall have authority to make deeds, leases (including coal, oil, gas, and other mineral leases), easements, and other conveyances of said property without further showing of authority than this deed.

In no case shall any party dealing with said trustee or successor trustee(s) in relation to said premises be obliged to see that the terms of the trusts have been complied with, or be obliged to inquire into the necessity of expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, mortgage, lease, or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying on or claiming under any such conveyance, lease, or other instrument (except persons with actual knowledge that the conveyance is a violation of the trust) (a) that at the time of the delivery thereof the trust agreement was in full force and effect; (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions, and limitations contained in said trust agreement or in some amendment thereof and binding on all beneficiaries thereunder; (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, lease, mortgage, or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties, and obligations of its, his, her, or their predecessor in trust.

Exempt under the provisions of 35 ILCS 200/31-45(e).



Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number(s): 10-06-100-010
Address of Real Estate: 2580 State Route 156, Waterloo, Illinois 62298
Prior Deed Reference: Book 234, Page 821; Document No. 251682

Dated this 13th day of May, 2020.

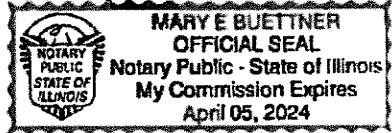
Wilfred G. Soutiea
WILFRED G. SOUTIEA

Kimberly M. Soutiea
KIMBERLY M. SOUTIEA

STATE OF ILLINOIS)
) SS:
COUNTY OF MONROE)

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that WILFRED G. SOUTIEA AND KIMBERLY M. SOUTIEA, 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 the said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and the waiver of the right of homestead.

Given under my hand and official seal, this 13th day of May, 2020.



Mary E. Buettner
Illinois Notary Public

This instrument was prepared by Mary E. Buettner, P.C., 836 North Market Street, Waterloo, Illinois 62298; 618/939-6439.

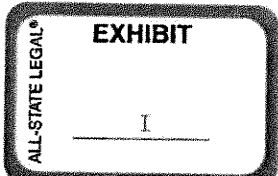
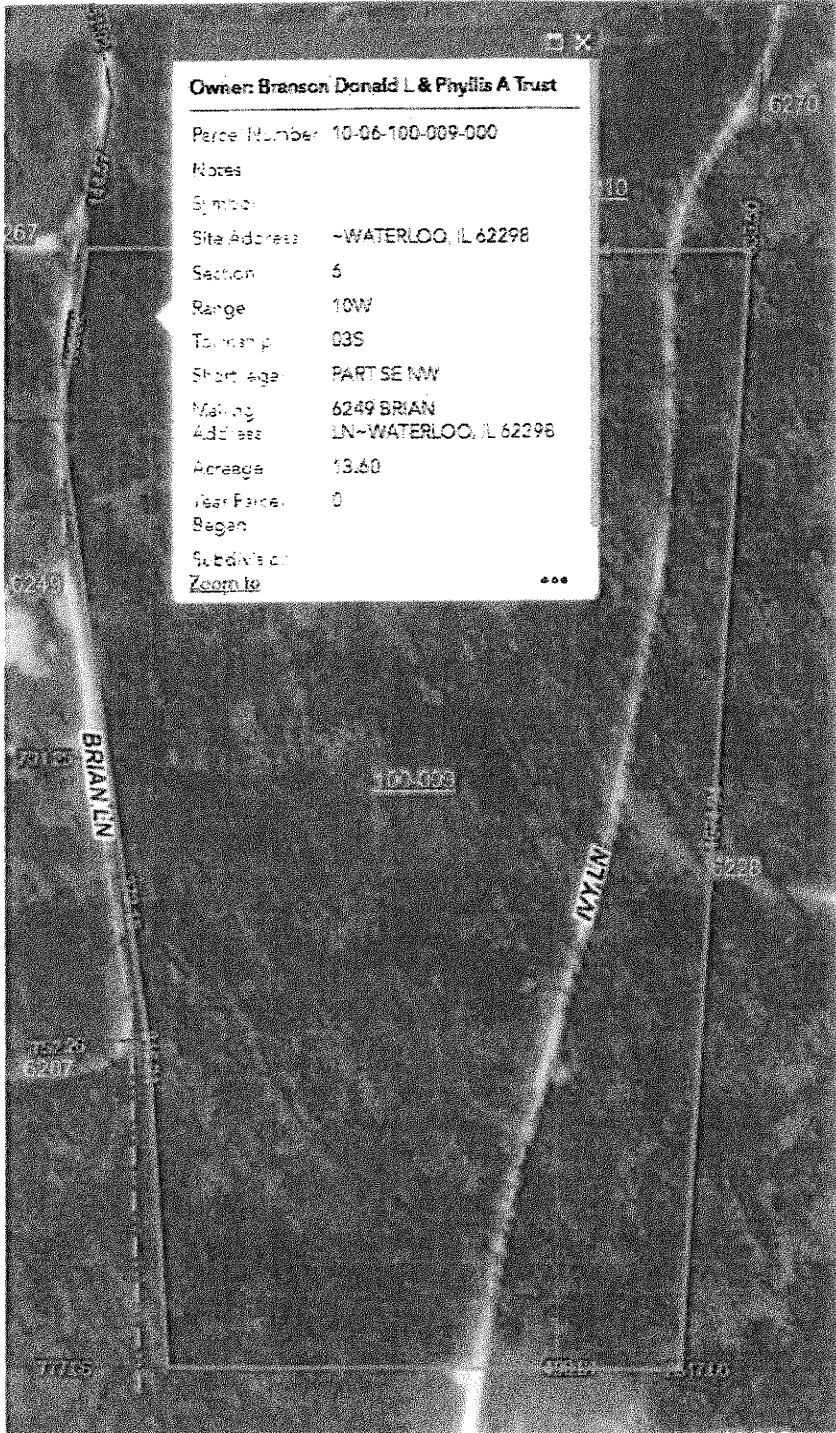
Return to: Mary E. Buettner, P.C., 836 North Market Street, Waterloo, Illinois 62298.

Send subsequent tax bills to: Wilfred G. Soutiea and Kimberly M. Soutiea, 2580 State Route 156, Waterloo, Illinois 62298.

EXHIBIT A

LOT 4 OF "KIMBERLY ESTATES", AS SHOWN ON PLAT THEREOF RECORDED IN ENVELOPE 132-D, OFFICE OF THE RECORDER, MONROE COUNTY, ILLINOIS. SUBJECT TO ALL EASEMENTS, RESTRICTIONS, BUILDING LINES AND CONDITIONS AS RECORDED IN PLAT ENVELOPE 132-D, OFFICE OF THE RECORDER, MONROE COUNTY, ILLINOIS

SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS OF RECORD.



302440

DENNIS KNOBLOCH
MONROE COUNTY RECORDER
WATERLOO, IL

RECORDED ON
11/22/2005 02:21:04PM

DEED FEE: 27.00
RHSP FEE: 18.00

PAGES: 8

BOOK _____ PAGE _____

QUIT CLAIM DEED

THIS DEED, made and entered into this 21st of November, 2005 by **DONALD L. BRANSON and PHYLLIS A. BRANSON** husband and wife grantors whose address is 6249 Brian Lane, Waterloo, Illinois of the County of Monroe, State of Illinois, parties of the first part, and **Donald L. Branson and Phyllis A. Branson as Co-Trustees of the Branson Family Trust dated the 21st day of November, 2005 and any amendments thereto, grantees** whose address is 6249 Brian Lane, of the County of Monroe, Waterloo State of Illinois parties of the second part.

WITNESSETH, that the said party of parties of the first part, for and in consideration of the Sum of Ten Dollars (\$10.00) and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents REMISE, RELEASE AND FOREVER QUIT CLAIM unto said party of the second part, **the following described Real Estate,**

SEE ATTACHED EXHIBIT A LEGAL DESCRIPTION.

Exempt under provision of Paragraph (e), Section 4 of Real Estate Transfer Act
Subject to real estate taxes which are not yet due and payable; covenants, conditions, and assessments of record, zoning and building laws and ordinances.

PROPERTY RECORD NO: ~~10-06-100-009~~ 10-06-100-011 410-06-100-012 410-06-100-012

PROPERTY ADDRESS: 6249 Brian Lane, Waterloo, Illinois 62298

Prior 122-11
Deed:

MAPPING & PLATTING
APPROVED

NOV 22 2005

BY *Paul Henderson*
SUBJECT TO ZONING



situated in Monroe County, Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

GRANTORS:

Donald L. Branson
DONALD L. BRANSON

Phyllis A. Branson
PHYLLIS A. BRANSON

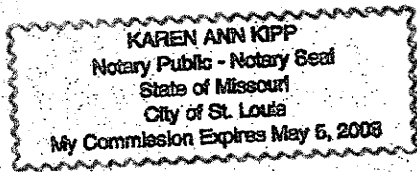
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 21st of November, 2005, before me personally appeared **Donald L. Branson and Phyllis A. Branson, husband and wife**, to me known to be the persons of the first part described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid.

My term expires: *Karen Ann Kipp*

Notary Public



MAIL TAX BILLS TO DONALD L BRANSON
6249 BRIAN LN. WATERLOO ILL
62298

Prepared BY:

UAW LEGAL SERVICES
10820 SUNSET OFFICE DR.
STE. 141
SUNSET HILLS, MO. 63127
(314) 821-2951 EXT. 224 & #230

Exhibit A

Part of the East Half of the Northwest Quarter of Section 6 of Township 3 South, Range 10 West of the 3rd P.M., Monroe County, Illinois, described as follows:

Beginning at the center corner of Section 6 of said Township 3 South, Range 10 West of the 3rd P.M., Monroe County, Illinois; thence West 1,289 feet along the South line of the Northwest Quarter of said Section 6 to a stone at the Southwest corner of the Southeast Quarter of said Northwest Quarter; thence Northerly along the West line of the East Half of the Northwest Quarter, a distance of 1,510 feet, more or less, to a point on the Southerly right-of-way line of a highway known as S.B.I. Route 156; thence Easterly along the said Southerly right-of-way line of said highway, a distance of 1,365 feet, more or less, to the intersection of said right-of-way line with the North and South center section line of said Section 6; thence Southerly along the said North and South center section line a distance of 1,675 feet, more or less, to the place of beginning, containing 48.6 acres, more or less, and being all that part of the East Half of the Northwest Quarter of Section 6 of Township 3 South, Range 10 West of the 3rd P.M., which lies Southerly of the Southerly right-of-way line of a highway known as State Bond Issue Route No. 156 in Monroe County, Illinois.

SUBJECT to rights of others in and to that portion used for private roadway purposes; and

SUBJECT to rights of public or quasi-public utility companies in and to any portion used for utility purposes.

General taxes assessed for the year 1976 to be pro-rated.

Possession to be given immediately.

The above described property does not constitute homestead property.

Exhibit A
Legal Description-Continued

Less and excepting therefrom:

A parcel of land in the East Half of the Northwest Quarter of Section 6, in Township 3 South, Range 10 West of the 3rd P.M., in Monroe County, Illinois, and being also a part of that tract of land conveyed to Donald L. Branson and Phyllis Branson by instrument recorded in Deed Book 122 on page 11 in the Office of the Recorder of Deeds for Monroe County, and being more particularly described as follows: Beginning at a concrete monument at the intersection of the West line of said East Half of the Northwest Quarter with the South right-of-way of State Bond Issue Route 156, 60 feet wide, as shown on right-of-way plat recorded in Plat Envelope 47A in the same office, from which intersection point a stone at the Southwest corner of said East Half of the Northwest Quarter bears South 1° 21' 20" West 1,494.11 feet and a stone at the Northwest corner of said East Half of the Northwest Quarter bears North 1° 21' 20" East 1,218.75 feet; thence, along said West line of said East Half of the Northwest Quarter, South 1° 21' 20" West 585.67 feet to a concrete monument; thence due East 355.40 feet to a steel stake; thence North 1° 21' 20" East 661.41 feet to a steel stake in the South right-of-way of said Route 156; and thence Southwestwardly along said right-of-way line, being a curve to the right having a radius of 1,104.68 feet, and whose radius point bears North 21° 28' 55" West 1,104.68 feet from the last described point, for a distance of 366.81 feet, back to the point of beginning; containing 5.00 acres, more or less. Subject to easements, rights-of-way, conditions and restrictions of record. SUBJECT to a Real Estate Mortgage from the Grantors herein to First National Bank of Waterloo, Illinois, dated April 19, 1989, recorded in Book 109 page 398 in the Recorder's Office of Monroe County, Illinois, on which the amount of \$43,422.77 is still due and which the Grantee hereby assumes. P/D Bk 161 Pg 713-714 Permanent Property Parcel No. 02 00 000 022 04

Less and excepting therefrom:

A parcel of land in the East Half of the Northwest Quarter of Section 6, in Township 3 South, Range 10 West of the 3rd Principal Meridian, in Monroe County, Illinois, and being also a part of that tract of land conveyed to Donald L. Branson and Phyllis A. Branson by instrument recorded in Deed Book 122 on page 11 in the Office of the Recorder of Deeds for Monroe County, Illinois, and being more particularly described as:

Exhibit A
Legal Description-Continued

Beginning at a steel stake distant due East 355.40 feet from a concrete monument in the West line of said East Half of the Northwest Quarter, said concrete monument being distant North 1° 21' 20" East 908.44 feet from a stone at the Southwest corner of said East Half of the Northwest Quarter and distant South 1° 21' 20" West 1,804.42 feet from a stone at the Northwest corner of said East Half of the Northwest Quarter; thence North 1° 21' 20" East 661.44 feet to a steel stake in the South right-of-way line of State Bond Issue Route 156, 60 feet wide, as shown on right-of-way plat recorded in Plat Envelope 47A in the same office; thence Northeastwardly along said South right-of-way line, along a curve to the left having a radius of 1,104.68 feet, and whose radius point bears North 21° 28' 55" West 1,104.68 feet from the last described point, for a distance of 77.58 feet to a steel stake at a point of tangency; thence, continuing along said right-of-way line, North 64° 29' 40" East 89.80 feet to a point of curvature; thence, continuing Northeastwardly along said right-of-way line, along a curve to the right having a radius of 1,031.43 feet, for a distance of 148.68 feet to a point from which a steel stake bears South 72° 00' 59" West 26.53 feet and a steel stake bears North 73° 29' 03" East 26.30 feet; thence South 1° 33' 58" West 330.30 feet to a point from which a steel stake bears South 83° 24' 03" West 25.26 feet and a steel stake bears North 83° 24' 03" East 25.26 feet; thence South 14° 45' 52" East 151.82 feet to a point from which a steel stake bears South 86° 55' 16" West 25.53 feet and a steel stake bears North 86° 55' 16" East 25.53 feet; thence South 8° 36' 24" West 311.49 feet to a point from which a steel stake bears due West 25.29 feet; and thence due West 289.21 feet, back to the point of beginning; containing 5.00 acres, more or less.

RESERVING, however, an easement for ingress and egress over the Easternmost 25 feet thereof, extending from the South right-of-way line of State Bond Issue Route 156 Southwardly to the South line of the parcel herein conveyed.

TOGETHER with an easement for ingress and egress over a strip of land 25 feet wide and adjoining the East line of the parcel herein conveyed, and extending from the South right-of-way line of State Bond Issue Route 156 Southwardly to the extension Eastwardly of the South line of the parcel herein conveyed.

BEING designated as Lot 2 on the Plat of "Kimberly Estates".

SUBJECT to the Restrictive Covenants for "Kimberly Estates".

Situated in the County of Monroe, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of this State.

Exhibit A
Legal Description-Continued

Less and excepting therefrom:

A parcel of land in the East Half of the Northwest Quarter of Section 6, in Township 3 South, Range 10 West of the 3rd Principal Meridian, in Monroe County, Illinois, and being also a part of that tract of land conveyed to Donald L. Branson & Phyllis A. Branson by instrument recorded in Deed Book 122 on Page 11 in the Office of the Recorder of Deeds for Monroe County, and being more particularly described as:

Commencing at a point, from which a steel stake bears Due West 25.29 feet, distant Due East 644.61 feet from a concrete monument in the west line of said East Half of the Northwest Quarter, said concrete monument being distant North 1° 21' 20" East 908.44 feet from a stone at the southwest corner of said East Half of the Northwest Quarter and distant South 1° 21' 20" West 1804.42 feet from a stone at the northwest corner of said East Half of the Northwest Quarter; thence North 8° 36' 24" East 166.92 feet to the true point of beginning, from which a steel stake bears Due East 25.29 feet; thence, from said true point of beginning, North 8° 36' 24" East 144.57 feet to a point from which a steel stake bears North 86° 55' 16" East 25.53 feet and a steel stake bears South 86° 55' 16" West 25.53 feet; thence North 14° 45' 52" West 151.82 feet to a point from which a steel stake bears North 83° 24' 03" East 25.26 feet and a steel stake bears South 83° 24' 03" West 25.26 feet; thence North 1° 33' 58" East 330.30 feet to a point in the south right-of-way line of State Bond Issue Route 156, 60 feet wide, as shown on right-of-way plat recorded in Plat Envelope 47A in the same office, from which point a steel stake bears North 73° 29' 03" East 26.30 feet and a steel stake bears South 72° 00' 59" West 26.53 feet; thence northeastwardly, along said south right-of-way line, along a curve to the right having a radius of 1031.43 feet, for a distance of 350.54 feet to a steel stake, from which the radius point of said curve bears South 2° 13' 33" West 1031.43 feet; thence South 1° 21' 20" West 665.71 feet to a steel stake; thence Due West 322.09 feet, back to the true point of beginning; containing 5.00 acres, more or less.

RESERVING, however, an easement for ingress and egress over the westernmost 25 feet of the parcel hereinabove described, extending from the south right-of-way line of said State Bond Issue Route 156 southwardly to the south line of said parcel.

TOGETHER with an easement for ingress and egress over a strip of land 25 feet wide adjacent to and immediately west of the parcel hereinabove described, and extending from the south right-of-way line of said State Bond Issue Route 156 southwardly to the south line of said parcel extended westwardly.

BEING designated as Lot 3 on the Plat of "Kimberly Estates".

SUBJECT to the Restrictive Covenants for "Kimberly Estates".

Situated in the County of Monroe, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Exhibit A
Legal Description-Continued

Less and excepting therefrom:

LOT 4 OF "KIMBERLY ESTATES", AS SHOWN ON PLAT THEREOF RECORDED IN ENVELOPE 132-D, OFFICE OF THE RECORDER, MONROE COUNTY, ILLINOIS. SUBJECT TO ALL EASEMENTS, RESTRICTIONS, BUILDING LINES AND CONDITIONS AS RECORDED IN PLAT ENVELOPE 132-D, OFFICE OF THE RECORDER, MONROE COUNTY, ILLINOIS

~~PERMANENT PARCEL NO. 10-86 100 089~~
PRIOR DEED: BOOK 122 AT PAGE 11

SUBJECT TO THE GENERAL REAL ESTATE TAXES FOR THE YEAR 2000 AND SUBSEQUENT YEARS; COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD.

SITUATED IN THE COUNTY OF MONROE, IN THE STATE OF ILLINOIS, HEREBY RELEASING AND WAIVING ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THIS STATE.

Less and excepting therefrom:

A parcel of land in the East Half of the Northwest Quarter of Section 6, in Township 3 South, Range 10 West of the 3rd Principal Meridian, in Monroe County, Illinois, and being also a part of that tract of land conveyed to Donald L. Branson and Phyllis A. Branson by instrument recorded in Deed Book 122 on Page 11 in the Office of the Recorder of Deeds for Monroe County, and being more particularly described as:

Beginning at a stone at the Southwest corner of said East Half of the Northwest Quarter, from which a stone at the Northwest corner of said East Half of the Northwest Quarter bears North 1° 21' 20" East 2712.86 feet and an axle at the Southeast corner of said East Half of the Northwest Quarter bears Due East 1276.67 feet; thence, along the West line of said East Half of the Northwest Quarter, North 1° 21' 20" East 254.54 feet to a steel stake; thence North 85° 21' 02" East 752.26 feet to a point, from which a steel stake bears South 85° 21' 02" West 25.06 feet and a steel stake bears North 85° 21' 02" East 25.06 feet; thence South 3° 59' 52" East 316.21 feet to a steel stake in the South line of said East Half of the Northwest Quarter; and thence, along said South line Due West 777.86 feet, back to the point of beginning; containing 5.00 acres, more or less.

Reserving, however, an easement for ingress and egress over the Northern 25 feet of the Eastern 25 feet of the parcel hereinabove described.

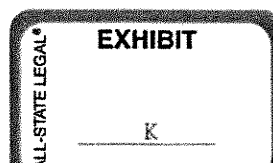
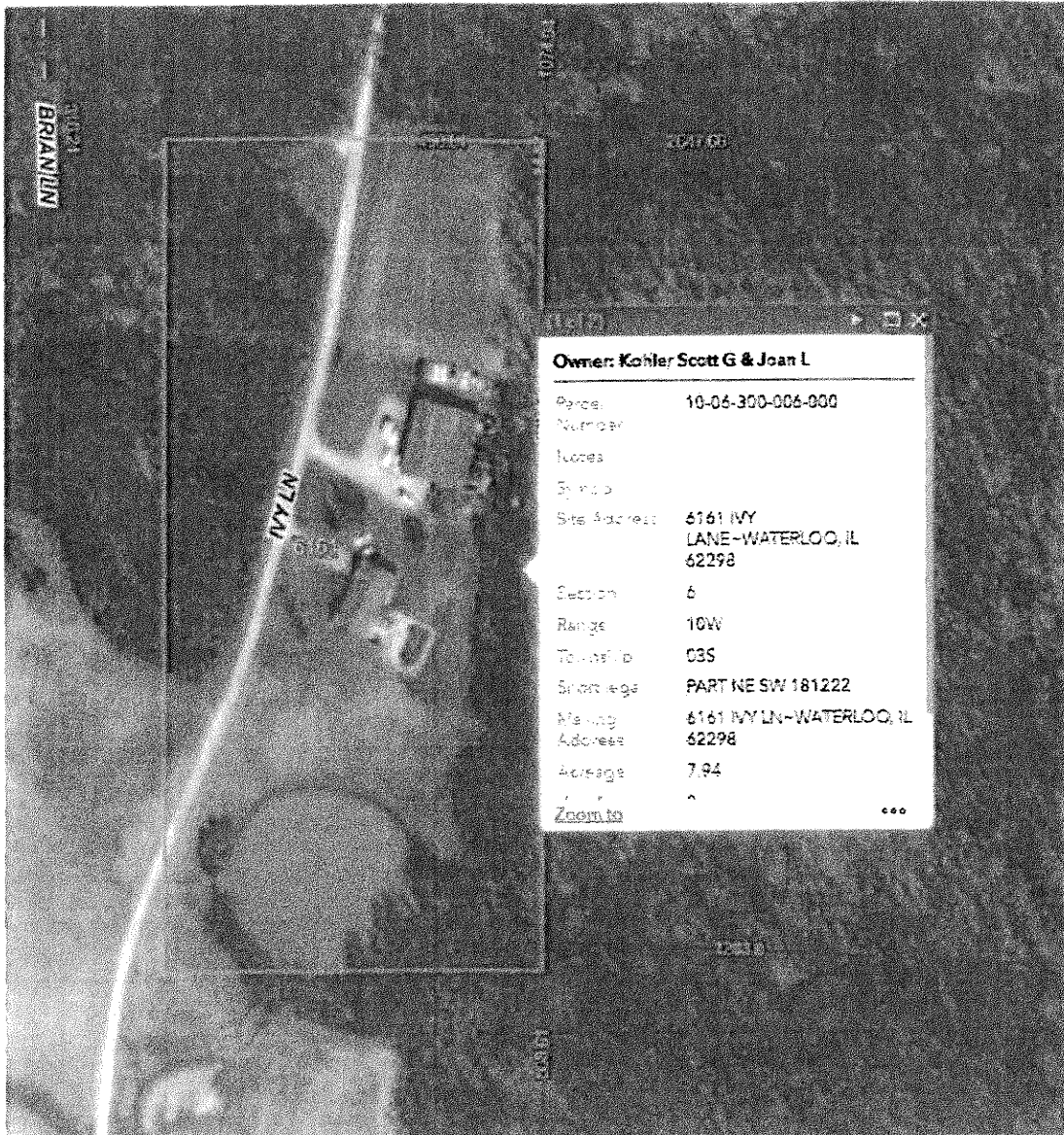
Exhibit A
Legal Description-Continued

Together with an easement for ingress and egress over a strip of land 50 feet wide, extending Southwardly from the South right-of-way line of State Bond Issue Route 156, as shown on right-of-way plat recorded in Plat Envelope 47A in the same office, the centerline of which strip is described as: Beginning at a point in said South right-of-way line, from which a steel stake bears South 72° 00' 59" West 26.53 feet and a steel stake bears North 73° 29' 03" East 26.30 feet; thence South 1° 33' 58" West 330.30 feet to a point, from which a steel take bears South 83° 24' 03" West 25.26 feet and a steel stake bears North 83° 24' 03" East 25.26 feet; thence South 14° 45' 52" West 151.82 feet to a point from which a steel stake bears South 86° 55' 16" West 25.53 feet and a steel stake bears north 86° 55' 16" East 25.53 feet; thence South 8° 36' 24" West 311.49 feet to a point, from which a steel stake bears Due West 25.28 feet and a steel stake bears Due East 25.28 feet; thence South 8° 36' 24" East 599.50 feet to the Northeast corner of the parcel hereinabove described, from which a steel stake bears South 85° 21' 02" West 25.06 feet and a steel stake bears North 85° 21' 02" East 25.06 feet; thence South 3° 59' 52" East 25 feet to the end of said centerline; said strip of land being bounded on the North by said South right-of-way line and on the South by a line parallel to the North line of the parcel hereinabove described.

~~Permanent Parcel No.:~~ Pl-10-06-100-000

Prior Deed: Book 122, Page 11

Situated in the County of Monroe, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.



THE GRANTORS, LEO A. KOHLER and SHIRLEY A. KOHLER, Husband and Wife,

STATE OF ILLINOIS
MONROE

185327
1993 AUG 18 AM 9:32

BOOK 181 PAGE 222-224
[Signature]

of the Waterloo
in the County of Monroe and State of Illinois
for and in consideration of ONE DOLLAR AND OTHER GOOD AND VALUABLE
CONSIDERATIONS DOLLARS
in hand paid, CONVEY AND WARRANT to SCOTT G. KOHLER and JOAN L. KOHLER, Husband and Wife, as joint tenants with the right of survivorship,

This space for Recorder use only

of the Village of Valmeyer
County of Monroe and State of Illinois, the following described real estate, to-wit:

See attached Legal Description.

Exempt under provisions of Paragraph e, Section 4, Real Estate Transfer Tax Act.

8-18-93
DATE

Joan L. Kohler
Buyer, Seller or Representative

APPROVED

AUG 18 1993
Regina K. Reeves

P/D: Book 115, Page 630

Permanent Property Parcel No. Pt. 10-06-300-003

Situated in the County of Monroe, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

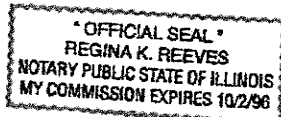
Dated this 17th day of August, A. D. 1993

Leo A. Kohler (SEAL) Shirley A. Kohler (SEAL)
LEO A. KOHLER (SEAL) SHIRLEY A. KOHLER (SEAL)

STATE OF ILLINOIS, } ss.
Monroe County, }
I, Regina K. Reeves, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Leo A. Kohler and Shirley A. Kohler,

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

Given under my hand and Notarial seal,



this 17th day of August, A. D. 1993

Regina K. Reeves (SEAL)
Notary Public

MAIL SUBSEQUENT TAX BILLS TO:

DEED PREPARED BY:

M/M Scott G. Kohler
6161 Ivy Lane
Waterloo, IL 62298

Larry J. Keller, Attorney at Law
513 Park Street, P.O. Box 312
Waterloo, IL 62298 (618) 939-8999



ATTACHMENT OF LEGAL DESCRIPTION

A tract of land in the Southwest Quarter of Section 6, Township 3 South, Range 10 West of the Third Principal Meridian, Monroe County, Illinois, more particularly described as follows:

Beginning at an old axle marking the center of Section 6, Township 3 South, Range 10 West of the Third Principal Meridian, Monroe County, Illinois; thence on assumed bearings, South 1 deg. 50' 13" East along the East line of the Northeast Quarter of the Southwest Quarter of said Section 6, a distance of 864.91 feet to an iron pin; thence South 89 deg. 54' 47" West, a distance of 399.96 feet to an iron pin on the easterly line of a 30' wide private roadway known as "Ivy Lane"; thence along the easterly line of Ivy Lane, North 18 deg. 47' 08" East, a distance of 455.68 feet to an iron pin; thence continuing along the easterly line of Ivy Lane, North 9 deg. 30' 39" East, a distance of 439.47 feet to an iron pin on the East-West Quarter section line of Section 6, Township 3 South, Range 10 West of the Third Principal Meridian, Monroe County, Illinois; thence leaving the easterly line of Ivy Lane, North 89 deg. 54' 47" East along the said East-West Quarter section line, a distance of 152.88 feet to the Point of Beginning, containing 5.12 acres, more or less, in the Northeast Quarter of the Southwest Quarter of Section 6, Township 3 South, Range 10 West of the Third Principal Meridian, Monroe County, Illinois.

Together along with the right of private ingress and egress along a 30' wide right-of-way easement as described in the Monroe County Recorder's Office in Book 121, Page 55, and dated June 28, 1976; said R-O-W easement being known as Ivy Lane running from the Northwest corner of the above described 5.12 acre tract Northeasterly to its intersection with State Highway 156.

ALSO, subject to all rights, easements, reservations, and restrictions of record, or evidence, if any.

Subject to a Easement to the Fountain Water District for a water line running adjacent and parallel to Ivy Lane.

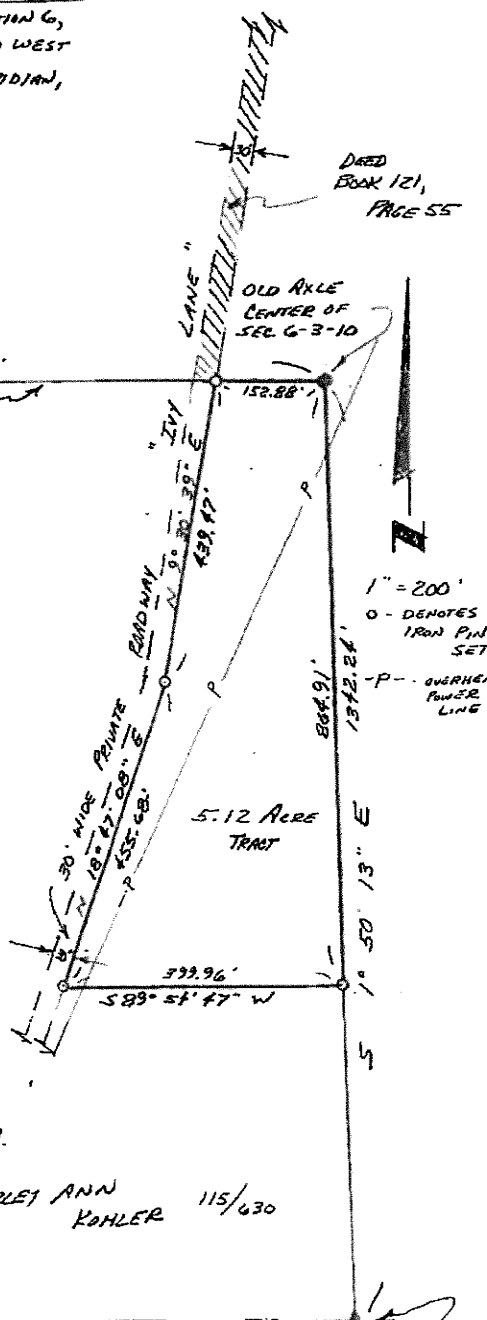
PLAT OF SURVEY

A TRACT OF LAND IN SECTION 6,
TOWNSHIP 3 SOUTH, RANGE 10 WEST
OF THE THIRD PRINCIPAL MERIDIAN,
MONROE COUNTY, ILLINOIS.

OLD STONE
N.W. CORNER
NE 1/4, SW 1/4
SEC. 6-3-10

N 89° 54' 47" E 1276.81'
EAST-WEST QUARTER SECTION LINE

N.E. 1/4,
S.W. 1/4
SECTION 6
T. 3 S., R. 10 W.



DEED
BOOK 121,
PAGE 55

OLD ARLE
CENTER OF
SEC. 6-3-10

1" = 200'
O - DENOTES
IRON PIN
SET
-P- OVERHEAD
POWER
LINE

5.12 ACRE
TRACT

1/4 LEO A.
S
SHIRLEY ANN
KOHLER 115/630

THIS IS TO CERTIFY THAT
DURING AUGUST OF 1993,
I PERFORMED A SURVEY
AT THE REQUEST OF S. ANN
KOHLER AND THIS IS AN
ACCURATE RESULT OF THAT
SURVEY. BEARINGS ARE ASSUMED.

Handwritten signature

OLD STONE
S.E. CORNER
N.E. 1/4 SW 1/4

TRUSTEE'S DEED

Mail to:
Valroy Binsbacher, P.C.
36 West Main Street
P.O. Box 179
Mascoutah, IL 62258

Future Taxes to:
6161 Ivy Lane
Waterloo, IL 62298

STATE OF ILLINOIS
COUNTY OF MONROE
FILED FOR RECORD
228858
98 DEC 30 AM 8:50

BOOK 217 PAGE
~~217~~ 42
RECORDED

42-44

THE ABOVE SPACE FOR RECORDER'S USE ONLY

This Instrument was Prepared by: Valroy Binsbacher, Attorney at Law
Whose Address is: 36 West Main Street, P.O. Box 179, Mascoutah, IL 62258

THIS INDENTURE, made this 30 day of DECEMBER, 1998, between LEO A. KOHLER, as trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said trustee in pursuance of a trust agreement dated the 20th day of December, 1995, and known as the LEO A. KOHLER Declaration of Trust, along with all amendments thereto, Grantor, and

SCOTT G. KOHLER and JOAN L. KOHLER, husband and wife, as joint tenants with the right of survivorship and not as tenants in common, Grantees,

whose address is: 6161 Ivy Lane
Waterloo, Illinois 62298

WITNESSETH, That Grantor in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration in hand paid, does hereby grant, sell and convey unto said Grantees, the following described real estate, situated in the County of Monroe, and State of Illinois, to-wit:

MAPPING & PLATTING
APPROVED

DEC 30 1998 (LEGAL DESCRIPTION ATTACHED HERETO AS "EXHIBIT A" AND
INCORPORATED HEREIN BY REFERENCE THERETO)

BY [Signature]
SUBJECT TO ZONING

TO HAVE AND TO HOLD the same unto said Grantees, and their heirs, and assigns forever.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage and every other lien against said premises (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the

BOOK 217 PAGE 42

date of the delivery hereof and all unpaid taxes and special assessments now, or hereafter to be made, a charge or lien against said premises.

IN WITNESS WHEREOF, said Grantor, as trustee, has hereunder set his hand and seal the day and year first above written.

Leo A. Kohler
LEO A. KOHLER
Not personally but As Trustee Aforesaid

STATE OF ILLINOIS)
County of MONROE) ss.

The undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DOES HEREBY CERTIFY, that LEO A. KOHLER, 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, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30 day of DECEMBER, 1998.

[Signature]
Notary Public



"EXHIBIT A"

The undivided one-half (1/2) interest of LEO A. KOHLER in the following described real estate:

A tract of land in the Northeast One-Quarter (NE1/4) of the Southwest One-Quarter (SW1/4) of Section Six (6), Township Three (3) South, Range Ten (10) West of the Third Principal Meridian, Monroe County, Illinois, more particularly described as follows:

Commencing at an old axle marking the center of Section Six (6), Township Three (3) South, Range Ten (10) West of the Third Principal Meridian, Monroe County, Illinois; thence on an assumed bearings, South 89 degrees 54 minutes 47 seconds West, a distance of 152.88 feet to an iron pin being the point of beginning; thence continuing South 89 degrees 54 minutes 47 seconds West, a distance of 247.08 feet to a point; thence parallel with the East line of the Northeast One-Quarter (NE1/4) of the Southwest One-Quarter (SW1/4) of Section Six (6), South 1 degree 50 minutes 13 seconds East, a distance of 864.91 feet to an iron pin on the Easterly line of Ivy Lane; thence along the Easterly line of Ivy Lane, North 18 degrees 47 minutes 08 seconds East, a distance of 455.68 feet to an iron pin; thence continuing along the Easterly line of Ivy Lane, North 9 degrees 30 minutes 39 seconds East, a distance of 439.47 feet to the point of beginning, containing 2.82 acres, more or less, in the Northeast One-Quarter (NE1/4) of the Southwest One-Quarter (SW1/4) of Section Six (6), Township Three (3) South, Range Ten (10) West of the Third Principal Meridian, Monroe County, Illinois.

Together along with the right of private ingress and egress along a 30 foot wide right-of-way easement as described in the Monroe County Recorder's Office in Book 121, Page 55, and dated June 28, 1976; said right-of-way easement being known as Ivy Lane running from the Northeast corner of the above described 2.82 acre tract Northeasterly to its intersection with the State Highway 156.

Reserving a 30 foot wide right-of-way easement along the East side of the above described 2.82 acre tract for Grantor and his assigns.

Subject to an easement to the Fountain Water District for a water line running adjacent and parallel to Ivy Lane.

Subject to easements, conditions and restrictions whether of record or visible upon inspection.

Subject to oil, gas, coal, and other mineral reservations and leases of record.

Prior Deed Reference: Book 115 Page 630

Exempt under provisions of paragraph (e)
Section 4, of the Real Estate Transfer Tax Act.

Leo A. Kohler
Buyer, Seller, or Representative

Date

TITLE NOT EXAMINED

This deed prepared based solely on information furnished by Grantor(s) to the law office of Valroy Binsbacher, P.C.

PT 10-06-300-003

-3-

BOOK 217 PAGE 44

TRUSTEE'S DEED

Mall to:
Valroy Binsbacher, P.C.
36 West Main Street
P.O. Box 179
Mascoutah, IL 62258

Future Taxes to:
6161 Ivy Lane
Waterloo, IL 62298

STATE OF ILLINOIS
COUNTY OF MONROE
FILED FOR RECORD

228859
93 DEC 30 AM 8:50

BOOK 217 PAGE
~~114~~ 45-47
RECORDER

THE ABOVE SPACE FOR RECORDER'S USE ONLY

This Instrument was Prepared by: Valroy Binsbacher, Attorney at Law
Whose Address is: 36 West Main Street, P.O. Box 179, Mascoutah, IL 62258

THIS INDENTURE, made this 30 day of DECEMBER, 1998, between SHIRLEY A. KOHLER, as trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said trustee in pursuance of a trust agreement dated the 20th day of December, 1995, and known as the SHIRLEY A. KOHLER Declaration of Trust, along with all amendments thereto, Grantor, and

SCOTT G. KOHLER and JOAN L. KOHLER, husband and wife, as joint tenants with the right of survivorship and not as tenants in common, Grantees,

whose address is: 6161 Ivy Lane
Waterloo, IL 62298

WITNESSETH, That Grantor in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration in hand paid, does hereby grant, sell and convey unto said Grantees, the following described real estate, situated in the County of Monroe, and State of Illinois, to-wit:

MAPPING & PLATTING
APPROVED

DEC 30 1998

(LEGAL DESCRIPTION ATTACHED HERETO AS "EXHIBIT A" AND
INCORPORATED HEREIN BY REFERENCE THERETO)

[Signature]

SUBJECT TO ZONING

TO HAVE AND TO HOLD the same unto said Grantees, and their heirs, and assigns forever.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage and every other lien against said premises (if any there be)

BOOK 217 PAGE 45

of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof and all unpaid taxes and special assessments now, or hereafter to be made, a charge or lien against said premises.

IN WITNESS WHEREOF, said Grantor, as trustee, has hereunder set her hand and seal the day and year first above written.

Shirley A. Kohler
SHIRLEY A. KOHLER
Not personally but As Trustee Aforesaid

STATE OF ILLINOIS)
) ss.
County of MONROE)

The undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DOES HEREBY CERTIFY, that SHIRLEY A. KOHLER, 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 she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30 day of DECEMBER, 1998.

[Signature]
Notary Public

"OFFICIAL SEAL"
DENNIS M. KNOBLOCH
Notary Public, State of Illinois
My Commission Exp. 12/06/2002

"EXHIBIT A"

The undivided one-half (½) interest of SHIRLEY A. KOHLER in the following described real estate:

A tract of land in the Northeast One-Quarter (NE¼) of the Southwest One-Quarter (SW¼) of Section Six (6), Township Three (3) South, Range Ten (10) West of the Third Principal Meridian, Monroe County, Illinois, more particularly described as follows:

Commencing at an old axle marking the center of Section Six (6), Township Three (3) South, Range Ten (10) West of the Third Principal Meridian, Monroe County, Illinois; thence on an assumed bearings, South 89 degrees 54 minutes 47 seconds West, a distance of 152.88 feet to an iron pin being the point of beginning; thence continuing South 89 degrees 54 minutes 47 seconds West, a distance of 247.08 feet to a point; thence parallel with the East line of the Northeast One-Quarter (NE¼) of the Southwest One-Quarter (SW¼) of Section Six (6), South 1 degree 50 minutes 13 seconds East, a distance of 864.91 feet to an iron pin on the Easterly line of Ivy Lane; thence along the Easterly line of Ivy Lane, North 18 degrees 47 minutes 08 seconds East, a distance of 455.68 feet to an iron pin; thence continuing along the Easterly line of Ivy Lane, North 9 degrees 30 minutes 39 seconds East, a distance of 439.47 feet to the point of beginning, containing 2.82 acres, more or less, in the Northeast One-Quarter (NE¼) of the Southwest One-Quarter (SW¼) of Section Six (6), Township Three (3) South, Range Ten (10) West of the Third Principal Meridian, Monroe County, Illinois.

Together along with the right of private ingress and egress along a 30 foot wide right-of-way easement as described in the Monroe County Recorder's Office in Book 121, Page 55, and dated June 28, 1976; said right-of-way easement being known as Ivy Lane running from the Northeast corner of the above described 2.82 acre tract Northeasterly to its intersection with the State Highway 156.

Reserving a 30 foot wide right-of-way easement along the East side of the above described 2.82 acre tract for Grantor and his assigns.

Subject to an easement to the Fountain Water District for a water line running adjacent and parallel to Ivy Lane.

Subject to easements, conditions and restrictions whether of record or visible upon inspection.

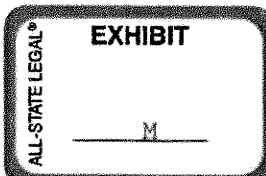
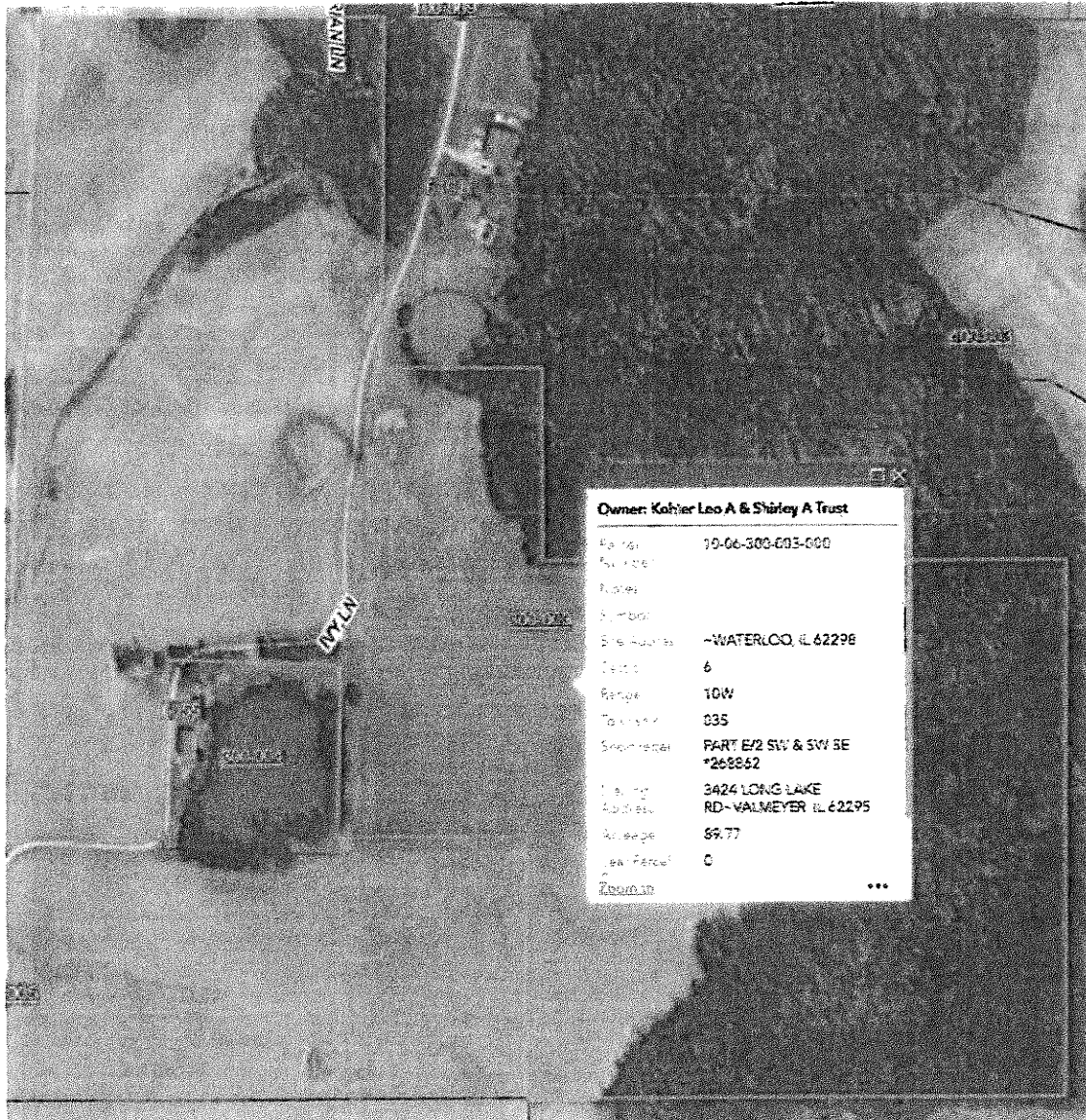
Subject to oil, gas, coal, and other mineral reservations and leases of record.

Prior Deed Reference: Book 115 Page 630

Exempt under provisions of paragraph (e)
Section 4, of the Real Estate Transfer Tax Act.

Pt 10-06-300-003.

BOOK 217 PAGE 47





Owner: Kohler Leo A & Shirley A Trust
 Parcel: 10-06-300-005-000
 Location: Waterloo, IA 52256
 Size: 0.0000
 Range: 095
 Township: 10N
 Section: 035
 Section 36
 Section 35
 Section 34
 Section 33
 Section 32
 Section 31
 Section 30
 Section 29
 Section 28
 Section 27
 Section 26
 Section 25
 Section 24
 Section 23
 Section 22
 Section 21
 Section 20
 Section 19
 Section 18
 Section 17
 Section 16
 Section 15
 Section 14
 Section 13
 Section 12
 Section 11
 Section 10
 Section 9
 Section 8
 Section 7
 Section 6
 Section 5
 Section 4
 Section 3
 Section 2
 Section 1



MAPPING & PLATTING
APPROVED

268862

DENNIS KNOBLOCH
MONROE COUNTY RECORDER
WATERLOO, IL

JAN 15 2003

**WARRANTY
DEED
IN TRUST**

BY *[Signature]*
SUBJECT TO ZONING

RECORDED ON
01/15/2003 11:54:53AM

REC FEE: \$27.00
PAGES: 8

BOOK _____ PAGE _____

Mail To:

Valroy Binsbacher, P.C.
36 West Main Street
P.O. Box 179
Mascoutah, IL 62258

Future Taxes to:

Leo A. Kohler, TTEE
Shirley A. Kohler, TTEE
6708 C Road
Waterloo, IL 62298

This instrument was prepared by: Valroy Binsbacher, Attorney At Law
Whose Address is: 36 West Main Street, P.O. Box 179, Mascoutah, IL 62258

THIS INDENTURE WITNESSETH, THAT GRANTORS, LEO A. KOHLER and SHIRLEY A. KOHLER, husband and wife, of the County of Monroe and State of Illinois, for and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, Convey and Warrant unto SHIRLEY A. KOHLER, whose address is: 6708 C Road, Waterloo, IL 62298, as trustee under the provisions of a trust agreement dated the 20th day of December, 1995, known as the SHIRLEY A. KOHLER Declaration of Trust (and in the event of the death, resignation, refusal or inability of the said grantee to act as such trustee, then unto GARY L. KOHLER as successor in trust with like powers, duties and authorities as are vested in the said grantee as such trustee) the following described real estate in the County of Monroe and State of Illinois, to-wit:

(LEGAL DESCRIPTION ATTACHED HERETO AS "EXHIBIT A" AND INCORPORATED HEREIN BY REFERENCE THERETO)

TO HAVE AND TO HOLD the said premises with the appurtenances thereunto upon the trusts and for the uses and purposes herein and in such trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without



consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or changes of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of the delivery thereof the trust created by this Indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trust, conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

And the said grantors hereby expressly waive and release any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, provided for the exemption of homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the grantors aforesaid have hereunto set their hands and seals this 19 day of November, 2002.

Leo A. Kohler (SEAL)
LEO A. KOHLER

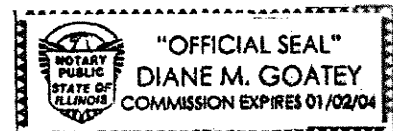
Shirley A. Kohler (SEAL)
SHIRLEY A. KOHLER

STATE OF ILLINOIS)
COUNTY OF St. Clair) ss.

The undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT LEO A. KOHLER and SHIRLEY A. KOHLER, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledge that they signed, sealed and delivered the said instrument as their 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 19th day of November, 2002.

Diane M. Goatey
Notary Public



"EXHIBIT A"

TRACT #1:

An undivided sixty percent (60%) in the following described real estate:

That part thereof described in Volume 81 of Warranty Deeds on Page 173 of the Recorder's Office of Monroe County:

The South One-Half (S $\frac{1}{2}$) of the Southwest One-Quarter (SW $\frac{1}{4}$) of Section Number One (1) and Lot No. 1 of Section Number Twelve (12), all in Township Three (3) South, Range Eleven (11) West of the Third Principal Meridian, Monroe County, Illinois.

Subject to easements, conditions and restrictions whether of record or visible upon inspection.

Subject to oil, gas and other mineral reservations and leases of record.

TRACT #2:

An undivided one-half ($\frac{1}{2}$) interest in the following described real estate:

That part thereof described in Book 115 on Page 426 of the Recorder's Office of Monroe County:

The South One-Half (S $\frac{1}{2}$) of the Southeast One-Quarter (SE $\frac{1}{4}$) of the Southwest One-Quarter (SW $\frac{1}{4}$) (also known as Tax Lot No. 8); and Ten acres off the Southwest corner of the Southwest One-Quarter (SW $\frac{1}{4}$) (also known as Tax Lot No. 9) of Section Six (6) and the North One-Half (N $\frac{1}{2}$) of the Northwest One-Quarter (NW $\frac{1}{4}$) of Section Seven (7), all in Township Three (3) South, Range Ten (10) West of the Third Principal Meridian, Monroe County, Illinois as shown on Page 42 of the Surveyor's Official Plat Record "A" of Monroe County, Illinois records, situated in Monroe County, Illinois.

EXCEPT the following described real estate: Beginning at the Southwest corner of the Northwest One-Quarter (NW $\frac{1}{4}$) of the Northwest One-Quarter (NW $\frac{1}{4}$) of Section Seven (7), Township Three (3) South, Range Ten (10) West of the Third Principal Meridian, Monroe County, Illinois; thence East 517 feet along the South line of said Northwest One-Quarter (NW $\frac{1}{4}$) of the Northwest One-Quarter (NW $\frac{1}{4}$) to a post; thence North 4 degrees West 543 feet to a post; thence North 71 degrees West 517 feet to a post on the West line of said Northwest One-Quarter (NW $\frac{1}{4}$) of the Northwest One-Quarter (NW $\frac{1}{4}$); thence South 703 feet along the said West line to the place of beginning, containing 7.0 acres, more or less, and being part of the Northwest One-Quarter (NW $\frac{1}{4}$) of the Northwest One-Quarter (NW $\frac{1}{4}$) of Section Seven (7), Township Three (3) South, Range Ten (10) West of the Third Principal Meridian, Monroe County, Illinois.

Including the right of ingress and egress, along with others, over, along and across the existing private roadway leading from said Northeast corner of the above described tract Northerly to its intersection with State Route No. 156.

Subject to easements, conditions and restrictions whether of record or visible upon inspection.

Subject to oil, gas and other mineral reservations and leases of record.

TRACT #3:

An undivided one-half ($\frac{1}{2}$) interest in the following described real estate:

That part thereof described in Book 115 on Page 426 of the Recorder's Office of Monroe County:

The Northeast One-Quarter ($\text{NE}\frac{1}{4}$) of the Southwest One-Quarter ($\text{SW}\frac{1}{4}$); the East One-Half ($\text{E}\frac{1}{2}$) of the Northwest One-Quarter ($\text{NW}\frac{1}{4}$) of the Southwest One-Quarter ($\text{SW}\frac{1}{4}$), also known and described as Tax Lot No. 1; and the Southeast One-Quarter ($\text{SE}\frac{1}{4}$) of the Northwest One-Quarter ($\text{NW}\frac{1}{4}$); all in Section Seven (7) of Township Three (3) South, Range Ten (10) West of the Third Principal Meridian in Monroe County, Illinois, as shown on Page 42 of the Surveyor's Official Plat Record "A" of Monroe County, Illinois records; including a roadway of the width of 8 feet off the entire width of the South side of the West One-Half ($\text{W}\frac{1}{2}$) of the Northwest One-Quarter ($\text{NW}\frac{1}{4}$) of the Southwest One-Quarter ($\text{SW}\frac{1}{4}$) of Section Seven (7) of Township Three (3) South, Range Ten (10) West of the Third Principal Meridian in Monroe County, Illinois.

Subject to easements, conditions and restrictions whether of record or visible upon inspection.

Subject to oil, gas and other mineral reservations and leases of record.

TRACT #4:

An undivided one-half ($\frac{1}{2}$) interest in the following described real estate:

That part thereof described in Book 115 on Page 426 of the Recorder's Office of Monroe County:

The South One-Half ($\text{S}\frac{1}{2}$) of the Southeast One-Quarter ($\text{SE}\frac{1}{4}$), and 515 feet of equal width off the South side of the Northeast One-Quarter ($\text{NE}\frac{1}{4}$) of the Southeast One-Quarter ($\text{SE}\frac{1}{4}$) of Section Two (2) of Township Three (3) South, Range Eleven (11) West of the Third Principal Meridian in Monroe County, Illinois, as shown on Page 62 of the Surveyor's Official Plat Record "A" of Monroe County, Illinois records.

EXCEPTING, however, the rock and stone rights heretofore conveyed to Columbia Quarry Company on October 10, 1960 as shown by deed recorded in

Book 85 on Page 90 in the Recorder's Office of Monroe County, Illinois, and subject to all public and private roadways and easements as now located.

Subject to easements, conditions and restrictions whether of record or visible upon inspection.

Subject to oil, gas and other mineral reservations and leases of record.

TRACT #5:

An undivided one-half (1/2) interest in the following described real estate:

That part thereof described in Book 115 on Page 426 of the Recorder's Office of Monroe County:

Thirty (30) feet of equal width, off the entire width of the North side of the West One-Half (W 1/2) of the Northwest One-Quarter (NW 1/4) of the Southwest One-Quarter (SW 1/4) (being also designated as Tax Lot 2) of Section Seven (7) of Township Three (3) South, Range Ten (10) West of the Third Principal Meridian in Monroe County, Illinois, as shown by Page 42 of Surveyor's Official Plat Record "A".

Subject to easements, conditions and restrictions whether of record or visible upon inspection.

Subject to oil, gas and other mineral reservations and leases of record.

TRACT #6:

An undivided one-half (1/2) interest in the following described real estate:

That part thereof described in Book 115 on Page 630 of the Recorder's Office of Monroe County:

The Northeast One-Quarter (NE 1/4) of the Southwest One-Quarter (SW 1/4); the Southwest One-Quarter (SW 1/4) of the Southeast One-Quarter (SE 1/4); and the North One-Half (N 1/2) of the Southeast One-Quarter (SE 1/4) of the Southwest One-Quarter (SW 1/4) (also known as Tax Lot No. 7) all in Section Six (6), Township Three (3) South, Range Ten (10) West of the Third Principal Meridian, Monroe County, Illinois as shown on page 42 of the Surveyor's Official Plat Record "A" of Monroe County, Illinois records, situated in Monroe County, Illinois.

EXCEPT the following described real estate: Commencing at the Northwest corner of Tax Lot 8 of Section Six (6), Township Three (3) South, Range Ten (10) West of the Third Principal Meridian, Monroe County, Illinois as shown on Page 42 of Surveyor's Official Plat Record "A" of Monroe County, Illinois records; thence East 350 feet along the North line of said Tax Lot 8 to a point of beginning of the tract herein described; thence North 458 feet to a point; thence East 464 feet to a point; thence South 490 feet to a point; thence West 464 feet to a point; thence

North 32 feet to the place of beginning, containing 5.2 acres, more or less, and being part of Tax Lots 7 and 8 of Section Six (6) of Township Three (3) South, Range Ten (10) West of the Third Principal Meridian, Monroe County, Illinois.

Subject to the rights of others in and to any portion thereof used for roadway purposes; and

Also a right of ingress and egress, along with others, over, along and across the present existing roadway leading from said above described tract Northerly to the intersection of said roadway with a highway known as State Bond Issue Route No. 156.

EXCEPTING FURTHER, a tract of land in the Southwest One-Quarter (SW $\frac{1}{4}$) of Section Six (6), Township Three (3) South, Range Ten (10) West of the Third Principal Meridian, Monroe County, Illinois, more particularly described as follows:

Beginning at an old axle marking the center of Section Six (6), Township Three (3) South, Range Ten (10) West of the Third Principal Meridian, Monroe County, Illinois; thence on assumed bearings, South 1 degree 50 minutes 13 seconds East along the East line of the Northeast One-Quarter (NE $\frac{1}{4}$) of the Southwest One-Quarter (SW $\frac{1}{4}$) of said Section Six (6), a distance of 864.91 feet to an iron pin; thence South 89 degrees 54 minutes 47 seconds West, a distance of 399.96 feet to an iron pin on the Easterly line of a 30 foot wide private roadway known as "Ivy Lane"; thence along the Easterly line of Ivy Lane, North 18 degrees 47 minutes 08 seconds East, a distance of 455.68 feet to an iron pin; thence continuing along the Easterly line of Ivy Lane, North 9 degrees 30 minutes 39 seconds East, a distance of 439.47 feet to an iron pin on the East-West Quarter Section line of Section Six (6), Township Three (3) South, Range Ten (10) West of the Third Principal Meridian, Monroe County, Illinois; thence leaving the Easterly line of Ivy Lane, North 89 degrees 54 minutes 47 seconds East along the said East-West Quarter Section line, a distance of 152.88 feet to the Point of Beginning, containing 5.12 acres, more or less, in the Northeast One-Quarter (NE $\frac{1}{4}$) of the Southwest One-Quarter (SW $\frac{1}{4}$) of Section Six (6), Township Three (3) South, Range Ten (10) West of the Third Principal Meridian, Monroe County, Illinois.

Together along with a right of private ingress and egress along a 30 foot wide right-of-way easement as described in the Monroe County Recorder's Office in Book 121, Page 55, and dated June 28, 1976; said R-O-W easement being known as Ivy Lane running from the Northwest corner of the above described 5.12 acre tract Northeasterly to its intersection with State Highway 156.

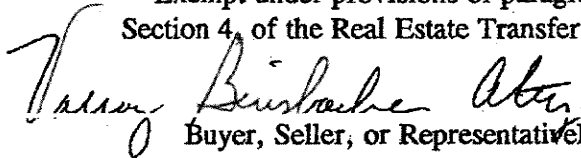
Subject to an Easement to the Fountain Water District for a water line running adjacent and parallel to Ivy Lane.

Subject to easements, conditions and restrictions whether of record or visible upon inspection.

Subject to oil, gas and other mineral reservations and leases of record.

The sole purpose of this Warranty Deed in Trust is to correct that legal description contained in that certain Warranty Deed in Trust recorded in Book 198 on pages 821-828 of the Monroe County Recorder of Deeds Office.

Exempt under provisions of paragraph (d)
Section 4, of the Real Estate Transfer Tax Act.

 11-19-02
Buyer, Seller, or Representative Date

TITLE NOT EXAMINED

This deed prepared based solely on information furnished by Grantor(s) to the law office of Valroy Binsbacher, P.C.

Prior Deed: 198/813 & 198/821

Parcel #09-01-300-003; 09-12-100-001; 09-02-0400-006; 10-06-300-003; 10-06-300-005;
10-07-100-003

MAPPING & PLATTING
APPROVED

JAN 15 2003

**WARRANTY
DEED
IN TRUST**

BY  SUBJECT TO ZONING

268863

DENNIS KNOBLOCH
MONROE COUNTY RECORDER
WATERLOO, IL

RECORDED ON
01/15/2003 11:54:54AM

REC FEE: \$27.00
PAGES: 8

BOOK _____ PAGE _____

Mail To:

Valroy Binsbacher, P.C.
36 West Main Street
P.O. Box 179
Mascoutah, IL 62258

Future Taxes to:

Leo A. Kohler, TTEE
Shirley A. Kohler, TTEE
6708 C Road
Waterloo, IL 62298

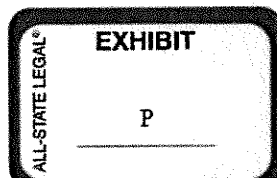
**This instrument was prepared by: Valroy Binsbacher, Attorney At Law
Whose Address is: 36 West Main Street, P.O. Box 179, Mascoutah, IL 62258**

THIS INDENTURE WITNESSETH, THAT GRANTORS, LEO A. KOHLER and SHIRLEY A. KOHLER, husband and wife, of the County of Monroe and State of Illinois, for and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, Convey and Warrant unto LEO A. KOHLER, whose address is: 6708 C Road, Waterloo, IL 62298, as trustee under the provisions of a trust agreement dated the 20th day of December, 1995, known as the LEO A. KOHLER Declaration of Trust (and in the event of the death, resignation, refusal or inability of the said grantee to act as such trustee, then unto GARY L. KOHLER as successor in trust with like powers, duties and authorities as are vested in the said grantee as such trustee) the following described real estate in the County of Monroe and State of Illinois, to-wit:

**(LEGAL DESCRIPTION ATTACHED HERETO AS "EXHIBIT A" AND INCORPORATED
HEREIN BY REFERENCE THERETO)**

TO HAVE AND TO HOLD the said premises with the appurtenances thereunto upon the trusts and for the uses and purposes herein and in such trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without



consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or changes of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of the delivery thereof the trust created by this Indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trust, conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

And the said grantors hereby expressly waive and release any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, provided for the exemption of homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the grantors aforesaid have hereunto set their hands and seals this *19th* day of *November*, 2002.

Leo A. Kohler (SEAL)
LEO A. KOHLER

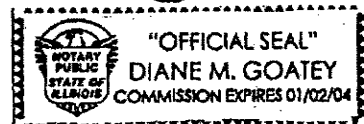
Shirley A. Kohler (SEAL)
SHIRLEY A. KOHLER

STATE OF ILLINOIS)
COUNTY OF *St. Clair*) ss.

The undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT LEO A. KOHLER and SHIRLEY A. KOHLER, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledge that they signed, sealed and delivered the said instrument as their 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 *19th* day of *November*, 2002.

Diane M. Goatey
Notary Public



"EXHIBIT A"

TRACT #1:

An undivided forty percent (40%) in the following described real estate:

That part thereof described in Volume 81 of Warranty Deeds on Page 173 of the Recorder's Office of Monroe County:

The South One-Half (S $\frac{1}{2}$) of the Southwest One-Quarter (SW $\frac{1}{4}$) of Section Number One (1) and Lot No. 1 of Section Number Twelve (12), all in Township Three (3) South, Range Eleven (11) West of the Third Principal Meridian, Monroe County, Illinois.

Subject to easements, conditions and restrictions whether of record or visible upon inspection.

Subject to oil, gas and other mineral reservations and leases of record.

TRACT #2:

An undivided one-half ($\frac{1}{2}$) interest in the following described real estate:

That part thereof described in Book 115 on Page 426 of the Recorder's Office of Monroe County:

The South One-Half (S $\frac{1}{2}$) of the Southeast One-Quarter (SE $\frac{1}{4}$) of the Southwest One-Quarter (SW $\frac{1}{4}$) (also known as Tax Lot No. 8); and Ten acres off the Southwest corner of the Southwest One-Quarter (SW $\frac{1}{4}$) (also known as Tax Lot No. 9) of Section Six (6) and the North One-Half (N $\frac{1}{2}$) of the Northwest One-Quarter (NW $\frac{1}{4}$) of Section Seven (7), all in Township Three (3) South, Range Ten (10) West of the Third Principal Meridian, Monroe County, Illinois as shown on Page 42 of the Surveyor's Official Plat Record "A" of Monroe County, Illinois records, situated in Monroe County, Illinois.

EXCEPT the following described real estate: Beginning at the Southwest corner of the Northwest One-Quarter (NW $\frac{1}{4}$) of the Northwest One-Quarter (NW $\frac{1}{4}$) of Section Seven (7), Township Three (3) South, Range Ten (10) West of the Third Principal Meridian, Monroe County, Illinois; thence East 517 feet along the South line of said Northwest One-Quarter (NW $\frac{1}{4}$) of the Northwest One-Quarter (NW $\frac{1}{4}$) to a post; thence North 4 degrees West 543 feet to a post; thence North 71 degrees West 517 feet to a post on the West line of said Northwest One-Quarter (NW $\frac{1}{4}$) of the Northwest One-Quarter (NW $\frac{1}{4}$); thence South 703 feet along the said West line to the place of beginning, containing 7.0 acres, more or less, and being part of the Northwest One-Quarter (NW $\frac{1}{4}$) of the Northwest One-Quarter (NW $\frac{1}{4}$) of Section Seven (7), Township Three (3) South, Range Ten (10) West of the Third Principal Meridian, Monroe County, Illinois.

Including the right of ingress and egress, along with others, over, along and across the existing private roadway leading from said Northeast corner of the above described tract Northerly to its intersection with State Route No. 156.

Subject to easements, conditions and restrictions whether of record or visible upon inspection.

Subject to oil, gas and other mineral reservations and leases of record.

TRACT #3:

An undivided one-half ($\frac{1}{2}$) interest in the following described real estate:

That part thereof described in Book 115 on Page 426 of the Recorder's Office of Monroe County:

The Northeast One-Quarter ($NE\frac{1}{4}$) of the Southwest One-Quarter ($SW\frac{1}{4}$); the East One-Half ($E\frac{1}{2}$) of the Northwest One-Quarter ($NW\frac{1}{4}$) of the Southwest One-Quarter ($SW\frac{1}{4}$), also known and described as Tax Lot No. 1; and the Southeast One-Quarter ($SE\frac{1}{4}$) of the Northwest One-Quarter ($NW\frac{1}{4}$); all in Section Seven (7) of Township Three (3) South, Range Ten (10) West of the Third Principal Meridian in Monroe County, Illinois, as shown on Page 42 of the Surveyor's Official Plat Record "A" of Monroe County, Illinois records; including a roadway of the width of 8 feet off the entire width of the South side of the West One-Half ($W\frac{1}{2}$) of the Northwest One-Quarter ($NW\frac{1}{4}$) of the Southwest One-Quarter ($SW\frac{1}{4}$) of Section Seven (7) of Township Three (3) South, Range Ten (10) West of the Third Principal Meridian in Monroe County, Illinois.

Subject to easements, conditions and restrictions whether of record or visible upon inspection.

Subject to oil, gas and other mineral reservations and leases of record.

TRACT #4:

An undivided one-half ($\frac{1}{2}$) interest in the following described real estate:

That part thereof described in Book 115 on Page 426 of the Recorder's Office of Monroe County:

The South One-Half ($S\frac{1}{2}$) of the Southeast One-Quarter ($SE\frac{1}{4}$), and 515 feet of equal width off the South side of the Northeast One-Quarter ($NE\frac{1}{4}$) of the Southeast One-Quarter ($SE\frac{1}{4}$) of Section Two (2) of Township Three (3) South, Range Eleven (11) West of the Third Principal Meridian in Monroe County, Illinois, as shown on Page 62 of the Surveyor's Official Plat Record "A" of Monroe County, Illinois records.

EXCEPTING, however, the rock and stone rights heretofore conveyed to Columbia Quarry Company on October 10, 1960 as shown by deed recorded in

Book 85 on Page 90 in the Recorder's Office of Monroe County, Illinois, and subject to all public and private roadways and easements as now located.

Subject to easements, conditions and restrictions whether of record or visible upon inspection.

Subject to oil, gas and other mineral reservations and leases of record.

TRACT #5:

An undivided one-half (1/2) interest in the following described real estate:

That part thereof described in Book 115 on Page 426 of the Recorder's Office of Monroe County:

Thirty (30) feet of equal width, off the entire width of the North side of the West One-Half (W1/2) of the Northwest One-Quarter (NW1/4) of the Southwest One-Quarter (SW1/4) (being also designated as Tax Lot 2) of Section Seven (7) of Township Three (3) South, Range Ten (10) West of the Third Principal Meridian in Monroe County, Illinois, as shown by Page 42 of Surveyor's Official Plat Record "A".

Subject to easements, conditions and restrictions whether of record or visible upon inspection.

Subject to oil, gas and other mineral reservations and leases of record.

TRACT #6:

An undivided one-half (1/2) interest in the following described real estate:

That part thereof described in Book 115 on Page 630 of the Recorder's Office of Monroe County:

The Northeast One-Quarter (NE1/4) of the Southwest One-Quarter (SW1/4); the Southwest One-Quarter (SW1/4) of the Southeast One-Quarter (SE1/4); and the North One-Half (N1/2) of the Southeast One-Quarter (SE1/4) of the Southwest One-Quarter (SW1/4) (also known as Tax Lot No. 7) all in Section Six (6), Township Three (3) South, Range Ten (10) West of the Third Principal Meridian, Monroe County, Illinois as shown on Page 42 of the Surveyor's Official Plat Record "A" of Monroe County, Illinois records, situated in Monroe County, Illinois.

EXCEPT the following described real estate: Commencing at the Northwest corner of Tax Lot 8 of Section Six (6), Township Three (3) South, Range Ten (10) West of the Third Principal Meridian, Monroe County, Illinois as shown on Page 42 of Surveyor's Official Plat Record "A" of Monroe County, Illinois records; thence East 350 feet along the North line of said Tax Lot 8 to a point of beginning of the tract herein described; thence North 458 feet to a point; thence East 464 feet to a point; thence South 490 feet to a point; thence West 464 feet to a point; thence

North 32 feet to the place of beginning, containing 5.2 acres, more or less, and being part of Tax Lots 7 and 8 of Section Six (6) of Township Three (3) South, Range Ten (10) West of the Third Principal Meridian, Monroe County, Illinois.

Subject to the rights of others in and to any portion thereof used for roadway purposes; and

Also a right of ingress and egress, along with others, over, along and across the present existing roadway leading from said above described tract Northerly to the intersection of said roadway with a highway known as State Bond Issue Route No. 156.

EXCEPTING FURTHER, a tract of land in the Southwest One-Quarter (SW ¼) of Section Six (6), Township Three (3) South, Range Ten (10) West of the Third Principal Meridian, Monroe County, Illinois, more particularly described as follows:

Beginning at an old axle marking the center of Section Six (6), Township Three (3) South, Range Ten (10) West of the Third Principal Meridian, Monroe County, Illinois; thence on assumed bearings, South 1 degree 50 minutes 13 seconds East along the East line of the Northeast One-Quarter (NE ¼) of the Southwest One-Quarter (SW ¼) of said Section Six (6), a distance of 864.91 feet to an iron pin; thence South 89 degrees 54 minutes 47 seconds West, a distance of 399.96 feet to an iron pin on the Easterly line of a 30 foot wide private roadway known as "Ivy Lane"; thence along the Easterly line of Ivy Lane, North 18 degrees 47 minutes 08 seconds East, a distance of 455.68 feet to an iron pin; thence continuing along the Easterly line of Ivy Lane, North 9 degrees 30 minutes 39 seconds East, a distance of 439.47 feet to an iron pin on the East-West Quarter Section line of Section Six (6), Township Three (3) South, Range Ten (10) West of the Third Principal Meridian, Monroe County, Illinois; thence leaving the Easterly line of Ivy Lane, North 89 degrees 54 minutes 47 seconds East along the said East-West Quarter Section line, a distance of 152.88 feet to the Point of Beginning, containing 5.12 acres, more or less, in the Northeast One-Quarter (NE ¼) of the Southwest One-Quarter (SW ¼) of Section Six (6), Township Three (3) South, Range Ten (10) West of the Third Principal Meridian, Monroe County, Illinois.

Together along with a right of private ingress and egress along a 30 foot wide right-of-way easement as described in the Monroe County Recorder's Office in Book 121, Page 55, and dated June 28, 1976; said R-O-W easement being known as Ivy Lane running from the Northwest corner of the above described 5.12 acre tract Northeasterly to its intersection with State Highway 156.

Subject to an Easement to the Fountain Water District for a water line running adjacent and parallel to Ivy Lane.

Subject to easements, conditions and restrictions whether of record or visible upon inspection.

Subject to oil, gas and other mineral reservations and leases of record.

The sole purpose of this Warranty Deed in Trust is to correct that legal description contained in that certain Warranty Deed in Trust recorded in Book 198 on pages 813-820 of the Monroe County Recorder of Deeds Office.

Exempt under provisions of paragraph (d)
Section 4, of the Real Estate Transfer Tax Act.

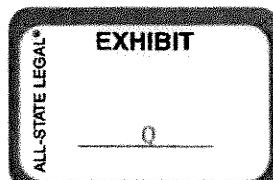
Valroy Binsbacher Atty 11-19-02
Buyer, Seller, or Representative Date

TITLE NOT EXAMINED

This deed prepared based solely on information furnished by Grantor(s) to the law office of Valroy Binsbacher, P.C.

Prior Deed: 198/813 & 198/821

Parcel #09-01-300-003; 09-12-100-001; 09-02-0400-006; 10-06-300-003; 10-06-300-005;
10-07-100-003





384726

STATE TAX
STATE OF ILLINOIS
AUG.-1.16
MONROE COUNTY



Cancelled

2900003507

REAL ESTATE
TRANSFER TAX
0020250
8/1/16 *sh*
FP 103016

DENNIS KNOBLOCH
MONROE COUNTY RECORDER
WATERLOO, IL
RECORDED ON
08/01/2016 02:25:01PM
DEED FEE: 26.00
MISC R FEE: 1.00
REV FEE: 202.50
RHSP FEE: 9.00
PAGES: 2
BOOK _____ PAGE _____

Monroe 160225

WARRANTY DEED

THE GRANTORS, **MICHAEL S. KIRKSEY** and **SHARON L. KIRKSEY**, husband and wife, of 6055 Ivy Lane, Waterloo, County of Monroe and State of Illinois, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, in hand paid, CONVEY AND WARRANT to **CARL S. FORREST**, of 7725 Forest Hills Lane, Waterloo, County of Monroe and State of Illinois the following-described real estate, to wit:

Commencing at the Northwest corner of Tax Lot 8 of Section 6 of Township 3 South, Range 10 West of the 3rd P.M., Monroe County, Illinois as shown on Page 42 of Surveyor's Official Plat Record "A" of Monroe County, Illinois records; thence East 350 feet along the North line of said Tax Lot 8 to a point of beginning of the tract herein described; thence North 458 feet to a point; thence East 464 feet to a point; thence South 490 feet to a point; thence West 464 feet to a point; thence North 32 feet to the place of beginning.

Being part of Tax Lots 7 and 8 of Section 6 of Township 3 South, Range 10 West of the 3rd P.M., Monroe County, Illinois.

SUBJECT TO Easement granted November 23, 1993, to Harrisonville Telephone Company, as shown by document recorded December 27, 1993, in Deed Record 183 at page 294 in the Recorder's Office of Monroe County, Illinois.

SUBJECT TO All other easements, restrictions, reservations, limitations and conditions, if any, of record.

Permanent Index Number: 10-06-300-004

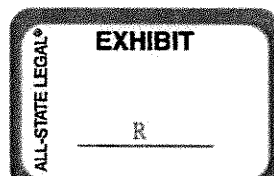
Prior Deed: Deed Record 161, Page 565/Document No. 155494

Address of Property: 6055 Ivy Lane, Waterloo, Illinois 62298

MAPPING & PLATTING
APPROVED

AUG 01 2016

By *Rena Henry*
SUBJECT TO ZONING



Situated in the County of Monroe, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State

Dated this 28th day of July, A.D. 2016.

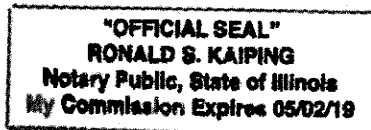
Michael S. Kirksey
MICHAEL S. KIRKSEY

Sharon L. Kirksey
SHARON L. KIRKSEY

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MICHAEL S. KIRKSEY and SHARON L. KIRKSEY, 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 and delivered the said instrument as their 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 28th day of July, A.D. 2016.



Ronald S. Kaiping
Notary Public

MAIL SUBSEQUENT TAX BILLS TO:

Carl S. Forrest
6055 Ivy Lane
Waterloo, Illinois 62298

DEED PREPARED BY:

CROWDER & SCOGGINS, LTD.
Attorneys at Law
121 West Legion Avenue
P.O. Box 167
Columbia, Illinois 62236-0167
Telephone: (618) 281-7111
Facsimile: (618) 281-7115
E-Mail: agilbreth@crowderscoggins.com