

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

This agreement is entered into this _____ day of _____, between GAIL WARNKEN
as Seller and Buyer(s) _____
Mailing Address _____ who Contract(s) to purchase the
following described real estate commonly known as: _____ and legally described as The
approximate 72.994 acres described as , the East Half of the Northwest Quarter of Section 33, Woosung
Township, Ogle County, Illinois _____

1. CONTRACT SALES PRICE AND TERMS

Purchase Price \$	/Per Surveyed Acre-72.994	\$ _____
Earnest Money Deposit-	/10%	\$ _____
Balance Due at Closing-		\$ _____

2. METHOD OF PAYMENT:

A. Cash

B. Financing:

___ 1. This Contract is contingent upon the ability of the Buyer to obtain a commitment for an (____) adjustable rate (____) fixed rate, mortgage loan of not less than _____% of purchase price for a term not less than _____ years by _____, 20____. If such a commitment is not so obtained, this Contract shall be void and all earnest money shall be returned to the Buyer, provided that Buyer has made a diligent effort to obtain such a mortgage loan within the time specified above.

___ 2. This Contract is contingent upon Buyer and Seller signing a Contract for Deed with the principal balance of \$_____, and interest at the rate of _____% for the term of _____ years, amortized over _____ years with payments of \$_____ (or more) for principal and interest balance of \$_____ in cash at time of execution of such contract.

___ C. Contingency Sale

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

3. CLOSING AND POSSESSION

This Contract shall be closed on or before NOVEMBER 30th, 2021 or at such other time as may be mutually agreed in writing. Possession is subject to the right of any tenants in possession. Buyer to have access to land after 2021 crops have been removed. Seller to provide proof of termination of said lease to the buyer by the time of closing.

Seller's Initials _____ Buyer's Initials _____

4. REAL ESTATE TAXES - Drainage Taxes and Special Assessment

Seller is responsible for 2021 taxes payable in 2022 in entirety and will pay when due. Seller will provide credit to Buyer at closing for the entire amount of 2021 taxes and Buyer will pay when due.

5. CROPS AND EXPENSES

6. GOVERNMENT AGRICULTURAL PROGRAM PAYMENTS

- A. Buyer agrees to continue to honor any existing government agricultural program contracts affecting the real estate described above, and agrees to indemnify and hold harmless Seller for any damage Seller may sustain by reason of any failure of Buyer to keep or perform any of the covenants and obligations provided to be kept or performed under the terms and conditions of any such contracts by Seller. Seller agrees to provide previous year yield history if property is enrolled in ACRE government program.
- B. **SELLER** to receive all CRP and Government payments in 2021 if applicable.

7. LEASE.

Seller has terminated any and all leases to include recreational, hunting and crop production.

8. ATTORNEY REVIEW

The parties shall have **5 days from time of acceptance of this agreement by all parties** ("Review Period") to have the Contract reviewed by their respective attorney, and that attorney may propose modifications within the Review Period, including the written lease, except that an attorney may not propose changes in price or the date of closing. If the Parties do not reach agreement on any proposed modification and written notice terminating this Contract is given to the other within the Review Period, this Contract shall be null and void and any earnest money refunded to Buyer. If written notice is not served within the Review Period, this provision shall be deemed waived by the parties and this Contract shall remain in full force and effect.

9. CONVEYANCE

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

10. ENVIRONMENTAL

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

Seller's Initials _____ Buyer's Initials _____

11. TITLE EVIDENCE

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

An abstract of title continued within 30 days before final payment hereunder, showing merchantable title of record to said premises in the Seller or the party who will execute the transactional instrument on Seller's behalf, according to the Rules and standards of the Bar of the County in which said premises are located, or

A commitment and an Owners Title Guaranty Policy issued by a Company licensed to issue the same in the State of Illinois for the amount of the purchase price.

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

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

12. SURVEY (Check if applicable)

Seller Buyer shall secure a boundary survey by a licensed land surveyor at the Seller's Buyer's expense, Final Purchase Price will will not be based upon surveyed acres. If the survey shows other than the permissible exceptions described in Paragraph 11, encroachments from adjacent property, or that improvements are not located within the setback and lot lines, then these shall be considered defects in the title to the property.

13. MINERAL RIGHTS (check if applicable)

The Buyer will receive and Seller will convey all of Seller's water, oil, gas, coal and other mineral rights not conveyed of record, and shall execute an appropriate assignment of any existing leases or contracts relating to those rights.

14. PERFORMANCE

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

15. COMMISSION

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

16. EARNEST MONEY ESCROW

The earnest money funds shall be held in escrow by Listing Broker, as escrow agent, for the mutual benefit of the parties, and shall be disbursed according to the terms of this Contract.

17. INTEREST BEARING TRUST ACCOUNT (check if applicable)

Escrow Agent is directed to deposit trust funds hereunder in an interest bearing account with the interest thereon accruing for the benefit of the _____ . In the event of default by the Buyer, any accrued interest on funds so held shall be treated as an additional earnest money and shall be disbursed according to the terms of Paragraphs 14 and 20 of this agreement.

18. TAX DEFERRED EXCHANGE (check if applicable)

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

19. RETURN OF EARNEST MONEY

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

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

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

20 GENERAL CONDITIONS AND STIPULATIONS

- 1. Time shall be considered to be of the essence of this Contract. The warranties and agreement herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto. If there be more than one Seller or Buyer, the word "Seller" or "Buyer" wherever used herein shall, respectively, be construed to mean Sellers and Buyers, and the necessary grammatical plural changes shall in all cases be assumed as though in each case fully expressed.
- 2. All notices and demands herein required or given hereunder shall be in writing. The mailing of any such notice or demand by mail to the Seller or to the Buyer at their respective addresses hereinbefore set forth shall be considered sufficient service as of three (3) days after mailing. If there is more than one Seller or Buyer hereunder, the mailing of such notice or demand to any one Seller or Buyer at said respective addresses shall be considered to be sufficient service on all such Sellers and Buyers respectively. Notice may also be sent by facsimile to the Seller or Buyer at the facsimile number indicated on the signature page of this Contract.
- 3. THE UNDERSIGNED ACKNOWLEDGE THAT IT IS ILLEGAL TO REFUSE TO SELL REAL ESTATE BECAUSE OF RACE, COLOR, AGE, RELIGION, SEX, CREED, PHYSICAL OR MENTAL HANDICAP, NATIONAL ORIGIN, ANCESTRY, MARITAL OR FAMILIAL STATUS, UNFAVORABLE MILITARY DISCHARGE OR DISCHARGE STATUS, ORDER OF PROTECTION STATUS, OR OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT.
- 4. This Contract contains all the terms and conditions agreed upon by the parties hereof, and supersedes all oral agreement regarding the subject matter of this Contract and may only be amended or altered in writing signed by all parties.
- 5. Seller and Buyer agree to provide all information necessary to complete and execute all documents and perform all actions necessary to comply with the following: (a) Real Estate Settlement Procedures Act of 1974; (b) Internal Revenue Service Form 1099S; (c) Section 445 of the Internal Revenue Code as amended (which deals with the citizenship of the Seller; (d) a mutually agreeable summary of the closing transaction and (e) all laws, statutes, ordinances and regulations applicable to the transaction.
- 6. Facsimile copies and signatures on this Contract shall be as valid as an originally signed Contract.

21. CONTRACT ACCEPTANCE PERIOD

This Offer shall be accepted by Seller in writing on or before _____ or this Offer shall become null and void at the option of the buyer.

Seller does hereby accept the foregoing Contract this _____, 20_____.

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

Buyer Signature

Seller Signature

Buyer Signature

Seller Signature

Buyer Fax Number

Seller Fax Number

Buyer Email Address

Seller Email Address

Attorney Name

Attorney Name

Attorney Address

Attorney Address

Attorney Phone #/Fax #

Attorney Phone #/Fax #

Attorney Email Address

Attorney Email Address

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

Selling Broker

Listing Broker

By Agent _____

By Agent _____

Address **+**

Phone #/Fax # **+**

Phone #/Fax #

Email Address

Email Address

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