

	nis agreement is								
					Trust dated Decemb	oer 1, 2010			
	ailing Address	c/o Her	tz Real Estate	Services PO Box	k 9, Geneseo, IL		Zip	31254	, and
	uyer(s)								
	ailing Address	. —					Zip		who
					commonly known as	: <u>Greer</u>	ne Farm Pa	rcel 1	
	arcel Identificatio								
ar	nd legally describ	ed as: _	See Attached	'Exhibit A Legal	Description"				
1-			-ll\		ata and the fallencia	l'-+l <b>C</b> +		41	
		ription atta	cnea) including	any improvemen	nts, and the followin	ig iistea fixtui	res located	inereon:	
	/A vr. see inventory a	attached) w	which shall be k	oft in and upon e	aid premises, subjec	et to reasona	hle wear ar	nd tear	
(U	i see inventory a	illaciieu) v	Allich Shall be le	it iii and upon se	alu premises, subjet	ot to reasona	ibie weai ai	iu tear.	
1.	CONTRACT S	ALES PRI	CE AND TERM	IS					
	Purchase Pric								\$
	or <u>72.39</u> acres	s, m/l at \$_		_/ acre					\$
	Earnest Mone	y Deposit							\$ \$ \$ \$
	Balance Due	at Closing	subject to adjust	stments provided	d herein				\$
_			(0)						
2.	A. Cash	AYMENI	. (Спеск Аррі	licable Stateme	nts)				
	A. Cash 🖂								
	B. Financing:								
			ontingent upon	the ability of the	Buyer to obtain a c	ommitment f	or an □ ad	iustable rate □	Trixed rate.
					urchase price for a t				
	,	20 II	such a commi	tment is not so o	btained, this Contra	ct shall be ve	oid and all e	arnest money	shall be
	returne	d to the Bu			ade a diligent effort				
		ed above.							
	☐ This Co	ontract is c	ontingent upon	Buyer and Selle	r signing a Contract	for Deed wit	th the princi	pal balance of	\$
	,	and interes	st at the rate of	% for t	the term of	_years, amo	rtized over	y	ears with
	paymei contrac		(or more	) for principal an	nd interest balance of	of \$ in	cash at time	execution	of such
	Contrac	il.							
	C. Contingen	cv Sale □							
	This contra	act shall be	contingent up	on the closing of	the sale of the Selle	er's/Buver's		r <sub>1</sub>	eal estate to
			on or be	fore	, 20	. If Seller/Bi	uyer is unab	le to close the	sale by
		, a	nd so notifies S	eller/Buyer there	, 20 eof on or before suc	h date in writ	ting, then thi	is contract sha	II terminate and
	shall be of	no further	force and effect	t. In such case t	he ∐Seller / ∐Buy	er shall be e	ntitled to the	earnest mone	ey deposit.
2	CL OCINO AND	ם מספפרים	CION						
3.	CLOSING AND			Docombor 20 2	020, or at such othe	rtima aa ma	, be mutually	u careed in wri	ting December
					oarties agree that po				
	or before Dece	; ilgili di ai	2020 Seller wi	JSSESSIUH. THE P	☐, subject to tenar	nt in nossess	saiu properi sion rights	y is to be delive	Ruver the right
	following fall ha	arvesting f	o enter the far	m property for th	ne purpose of perfor	ming land h	ushandry c	ustomary tillac	ne application of
				tices and soil tes		ining land in	accarrary, c	actornary unag	jo, application of
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4.	REAL ESTATE	ETAXES -	Drainage Taxe	es and Special As	ssessment				
					and payable in 202				
					e and payable in <u>20</u>				f th 0000
					s will be paid at clos				or the <u>2020</u> real
					available information payable in 20 shal				or D proreted to
	1116 <u>20</u> 16al 63			t given to buyer a		n pe 🗀 biole	מנטע נט נוופ ע	ate of closing (	J. L. PIOIAIEU IO
	The 20 draina		ue and pavable	e in <u>20</u> shall be	paid by				
	u.u.iiu	J			r = + + j	_			
						Seller's Ini	tials	Buyer's Ir	nitials

5.	CROPS AND EXPENSES  Seller
	Seller ⊠/Buyer □ shall pay <u>100%</u> of the Landowner's share of the <u>2020 crop expenses.</u> Seller □/Buyer ☑ shall pay <u>100%</u> or \$ of the Landowner's share of the <u>2021</u> crop expenses, incurred prior to closing.
6.	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.
	3. The Seller ⊠/Buyer □shall receive the landowner share of ARC/PLC government program payments for the 2020 crop year. The Seller □/Buyer ☑shall receive the landowner share of ARC/PLC government program payments for the 2021 crop year. Current Tenant shall receive the landowner share of ARC/PLC government program payments for the 20 crop year.
	C. The Seller ⊠/Buyer □ shall receive the landowner share of government conservation program payments for the 2020 crop year. The Seller □/Buyer ☑ shall receive the landowner share of government conservation program payments for the 2021 crop year. Current Tenant □ shall receive the landowner share of government conservation program payments for the 20 crop year.
7.	LEASE ASSIGNMENT / TERMINATION  A. There is ⊠ is not □ currently a tenant in possession of the property. Seller shall □ shall not ⊠ be responsible for the assignment of the current farm lease with the tenant in possession of the property to Buyer.
	3. Seller shall $\square$ shall not $\square$ be responsible for the termination of the rights of any tenant in possession of the property. If Seller is responsible, then Buyer shall have the right to demand satisfactory evidence that the rights of all parties to possession have been terminated.
8.	ATTORNEY REVIEW (check if applicable )  The parties shall have until 5:00 p.m. Central Time on
9.	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.
	3. At Closing Seller shall deliver to Buyers a completed Real Estate Transfer Declaration signed by Seller in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois. Any transfer tax imposed by the Real Estate Transfer Declaration shall be paid by Seller ☑ / Buyer ☑.
	C. Recording fees imposed on the recording of the deed shall be paid by Seller ☐ / Buyer ☒.
10.	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 of, 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 hrough 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 nazardous 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 lammable explosives, radioactive materials, hazardous waste, toxic substances, or other released materials on, under or about the oremises.
	Seller's Initials Buyer's Initials

11.	SURVEY (Check if applicable ) Seller Buyer shall secure a boundary survey by a licensed land surveyor at the Seller's Buyer's expense, dated within six (6) months prior to Closing. Final Purchase Price will will not be based upon surveyed acres. If the survey shows other than the permissible exceptions described in Paragraph 13, encroachments from adjacent property, or that improvements are not located within the setback and lot lines, then these shall be considered defects in the title to the property.				
12.	MINERAL RIGHTS (check if applicable ☑) The Buyer will receive and Seller will convey all of Seller's water, oil, gas, coal and other mineral rights not conveyed of record, and shall execute an appropriate assignment of any existing leases or contracts relating to those rights.				
13.	TITLE EVIDENCE Upon acceptance of this Contract, Seller shall within a reasonable period furnish at Seller's expense: (Check appropriate statement).				
	An abstract of title continued within 30 days before final payment hereunder, showing merchantable title of record to said premises in the Seller or the party who will execute the transactional instrument on Seller's behalf, according to the Rules and standards of the Bar of the County in which said premises are located, or				
	A commitment and an Owners Title Guaranty Policy issued by a Company licensed to issue the same in the State of Illinois for the amount of the purchase price. Seller shall pay the initial title search charge and title insurance premium. Buyer shall pay the search charge as to Buyer, the cost of mortgagee's title insurance policy, if any, and the cost of all necessary endorsements to the title insurance policy. Buyer and Seller shall furnish immediately upon request all information legally required for financing or transfer of title.				
	Policy 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.				
14.	PERFORMANCE In the event of default by either party under the terms of the Contract, the non-defaulting party shall have all rights and remedies available in law and equity. If either Buyer or Seller brings an action against the other with the respect to the Contract, the prevailing party shall be entitled to recover reasonable attorney fees, costs and expenses from the non-prevailing party.				
15.	COMMISSION Seller shall be responsible for any real estate brokerage commission owed to a listing broker utilized by Seller.				
16.	EARNEST MONEY ESCROW  The earnest money funds shall be held in escrow for the mutual benefit of the Parties by ☐ the Seller's Broker/ ☐ the Buyer's Broker/ ☐ Other agreed to party, namely, Security First Title Co., as "Escrowee". Initial Earnest Money of \$ shall be tendered to Escrowee on or before 1 days after Date of acceptance for the mutual benefit of the parties and shall be disbursed according to the terms of this Contract.				
17.	INTEREST BEARING TRUST ACCOUNT (check if applicable ) Escrow Agent is directed to deposit trust funds hereunder in an interest-bearing account with the interest thereon accruing for the benefit of the In the event of default by the Buyer, any accrued interest on funds so held shall be treated as an additional earnest money and shall be disbursed according to the terms of Paragraphs 16 and 20 of this agreement.				
18.	TAX DEFERRED EXCHANGE (check if applicable ☑) Seller ☐ and/or Buyer ☒ may elect to perform an Internal Revenue code Section 1031 tax deferred exchange with respect to the transfer of the Property, and in such event, each party agrees to cooperate in such exchange and take all steps reasonably necessary to allow its completion; provided, however, the party electing such exchange shall hold the other party harmless from and against any and all claims, costs, liabilities, expense or delays in time resulting from such an exchange.				
	Seller's Initials Buver's Initials				

19.	DUAL AGENCY CONFIRMATION (check if applicable     )	
	The undersigned confirm that they have previously consented to	("Licensee") acting as a
	Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as	a Dual Agent in regard to

the transaction referred to in this document.

#### 20. RETURN OF EARNEST MONEY

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

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

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

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. Facsimile copies, electronic copies and signatures on this Contract shall be as valid as an originally signed Contract.
- G. Counterpart Signatures: This Agreement may be signed in counterparts, which together shall constitute one agreement. If the Agreement is signed in counterparts, no signatory hereto shall be bound until all parties named below have duly executed, or caused to be duly executed, a counterpart of this Agreement.
- H. The parties intend this Contract to be governed by the laws of the State of Illinois.

Seller's Initials	Buyer's Initials

This Offer shall be accepted by Seller in writi shall become null and void at the option of the		am / pm on	, 20 or this Offer
Seller does hereby accept the foregoing Con	tract this	, 20	
☐ Check here if you are currently a licensed real to all prospective buyers of this property.	estate broker in	the state of Illinois and understand ap	propriate disclosure is required
This agreement may be signed in counter parts, one and the same document.	each of which sh	all be deemed as an original, but all of	which together shall constitute
Buyer Signature	 Date	Seller Signature –William James G	Greene as Successor Trustee Date
Buyer Signature	Date	Seller Signature –	Date
Buyer Fax Number		Seller Fax Number	
Buyer Email address		Seller Email address	
		McPherson Law Offices – Heather	McPherson
Attorney Name		Attorney Name	
		1720 Hance Drive	
Attorney Address		Attorney Address	
		Freeport, IL 61032	
Attorney Address		Attorney Address	
		815-235-4411	
Attorney Phone # / Fax #		Attorney Phone # / Fax #	
		hm@mcphersonlaw.com	
Attorney E-mail Address		Attorney E-mail Address	
The undersigned Escrowee acknowledges receipt disbursed by Escrowee according to the terms of Escrowee Acceptance of Earnest Money			
Escrowee Acceptance of Earnest Money			
By: McPherson Law Offices		-	
1720 Hance Drive			
Address		-	
Freeport, IL 61032			
Address		-	
815-235-4411		-	
Phone # / Fax #			
hm@mcphersonlaw.com Email address		-	

Seller's Initials\_

Buyer's Initials\_

Selling Broker		Hertz Real Estate Services Listing Broker	
Dy Agenti	Data	Dy Agent Ched A Vice	Date
By Agent:	Date	By Agent – Chad A Kies	Date
		720 E. Culver Court, PO Box 9	
Address		Address	
		Geneseo, IL 61254	
Address		Address	
		(309) 944-2184	(309) 455-4006
Phone #	Fax #	Phone #	Fax #
		ChadK@Hertz.ag	
Email address		Email address	

## Parcel 1

The West Half of the Southwest Quarter of Section 23, Township 11 North, Range 7 East of the Fourth Principal Meridian, Peoria County, Illinois, more particularly bounded and described as follows and bearings are for the purpose of description only:

Commencing at a stone at the Northwest corner of the Southwest Quarter of said Section 23; thence North 89 degrees 32' 56" East, along the North line of the Southwest Quarter of said Section 23, a distance of 73.73 feet to an iron rod on the West right-of-way line of Illinois Route #91 (SBI Rt. #30), and also being the point of beginning for the tract to be described; thence continuing North 89 degrees 32' 56" East, along the North line of the Southwest Quarter of said Section 23, a distance of 1273.01 feet to an iron rod at the Northeast corner of the West Half of the Southwest Quarter of said Section 23; thence South 0 degrees 58' 19" East along the East line of the West Half of the Southwest Quarter of said Section 23, a distance of 2,658.54 feet to the Southeast corner of the West Half of the Southwest Quarter of said Section 23; thence South 89 degrees 34' 18" West, along the South line of the Southwest Quarter of said Section 23, and also being along the approximate centerline of a public road, 976.94 feet, thence North 0 degrees 44' 43" East, 416.73 feet to an iron rod; thence North 88 degrees 43' 03" West, 365.63 feet to the West line of the Southwest Quarter of said Section 23, a distance of 901.51 feet to an iron rod at the Northwest corner of the South Half of the Southwest Quarter of said Section 23, thence North 89 degrees 33' 37" East along the North line of the South Half of the Southwest Quarter of said Section 23, a distance of 92.71 feet to an iron rod on the West right-of-way line of said Illinois Route #91 (SBI Rt. #30); thence North 0 degrees 47' 36" East, along the West right-of-way of said Illinois Route #91 (SBI Rt. #30), a distance of 1,329.27 feet to the point of beginning. The Plat for the foregoing tract description being recorded November 2, 1978 as Document No. 78-26535 in Plat Book 15, Page 35.

EXCEPT commencing at the Southwest corner of said Section 23, said corner being 0.697 meters (2.29 feet) normally distant Westerly from the centerline of Federal Aid Secondary Route 1380 (Illinois Marked Route 91), thence North 0 degrees 27 minutes 46 seconds West (bearings are assumed for descriptive purposes only), 130.339 meters (427.62 feet) along the West line of the Southwest Quarter of Section 23 to a point 5.685 meters (18.65 feet) normally distant Westerly from the said centerline and the point of beginning. From the point of beginning, thence North 0 degrees 27 minutes 46 seconds West, 274.739 meters (901.37 feet) along the West line of the Southwest Quarter of Section 23 to the Northwest corner of the South Half of the Southwest Quarter of said Section 23, said corner being 16.197 meters (53.14) feet normally distant Westerly from the said centerline; thence South 89 degrees 29 minutes 30 seconds East, 7.055 meters (23.15 feet) along the North line of the South Half of the Southwest Quarter of said Section 23 to a point on the existing Westerly right of way line of said Route 1380, said point being 9.144 meters (30.00 feet) normally distant Westerly from the said centerline; thence North 1 degrees 43 minutes 48 seconds East, 405.129 meters (1,329.16 feet) along the said existing Westerly right of way line and parallel with the said centerline to a point on the North line of the Southwest Quarter of said Section 23; thence South 89 degrees 32 minutes 08 seconds East, 23.617 meters (77.48) along the North line of the Southwest Quarter of said Section 23 to a point 14.467 meters (47.46 feet) normally distant Easterly from the said centerline; thence South 4 degrees 01 minutes 14 seconds West, 11.682 meters (38.33 feet) to a point 14.000 meters (45.93 feet) normally distant Easterly from the said centerline; thence South 1 degree 43 minutes 48 seconds West, 200.000 meters (656.17 feet) parallel with the said centerline; thence South 6 degrees 48 minutes 03 seconds East, 20.224 meters (66.35 feet) to a point 17.000 meters (55.77 feet) normally distant Easterly from the said centerline; thence South 2 degrees 32 minutes 54 seconds West, 70.007 meters (229.68 feet) to a point 16.000 meters (52.49 feet) normally distant Easterly from the said centerline; thence South 1 degree 43 minutes 48 seconds West 378.867 meters (1,243,000 feet) parallel with the said centerline; thence North 87 degrees 44 minutes 21 seconds West, 21,686 meters (71,15 feet) to the point of beginning.

Situated in Peoria County, Illinois.



Seller(s) William James Greene, Julie Lynn Greene aka Julie Lynn Wells, and Haley Arn Ochoa C/O Hertz Real Estate Services PO Box 9, Geneseo, II.  Zip 61254 , and Mailing Address Buyer(s)  Mailing Address  Zip who  Contract(s) to purchase the following described real estate commonly known as: Greene Farm Parcel 2  Parcel Identification Number(s): 03-33-200-001  and legally described as: See Attached Exhibit A Legal Description*  (or see legal description attached) including any improvements, and the following listed fixtures located thereon: N/A  (or see legal description attached) which shall be left in and upon said premises, subject to reasonable wear and tear.  1. CONTRACT SALES PRICE AND TERMS  Purchase Price or 100.00 acres, mil a See Attached Sex or See Seamest Money Deposit Seamest Money Deposit Seamest Money Deposit Seames Money Deposit Seamest Money Deposit Seames Deposit Seames Money Deposit Seames Deposit				into between						
Buyer(s) Mailing Address  Zip				m James Greer	ne, Julie Lynn Gre	eene aka Julie Lynn	Wells,			<del></del>
Mailing Address Contract(s) to purchase the following described real estate commonly known as: Greene Farm Parcel 2 Parcel Identification Number(s): 03-33-200-001 and legally described as: See Attached "Exhibit A Legal Description"  (or see legal description attached) including any improvements, and the following listed fixtures located thereon: N/A (or see inventory attached) which shall be left in and upon said premises, subject to reasonable wear and tear.  1. CONTRACT SALES PRICE AND TERMS Purchase Price			ss <u>c/o F</u>	ertz Real Estate	Services PO Bo	x 9, Geneseo, IL		Zıp	61254	, and
Contract(s) to purchase the following described real estate commonly known as: Greene Farm Parcel 2  Parcel Identification Number(s): 0.33.3-200-001  and legally described as: See Attached "Exhibit A Legal Description"  (or see legal description attached) including any improvements, and the following listed fixtures located thereon:  N/A  (or see legal description attached) which shall be left in and upon said premises, subject to reasonable wear and tear.  (or see inventory attached) which shall be left in and upon said premises, subject to reasonable wear and tear.  1. CONTRACT SALES PRICE AND TERMS  Purchase Price  or 100.00 acres, m/l at \$								7:		
Parcel Identification Number(s):   \$3.32.00.001				o following door	ribad raal aatata	oommonly known oo	٠.		Porcel 2	WIIO
(or see legal description attached) including any improvements, and the following listed fixtures located thereon:						commonly known as	5.	Greene Faiiii	raicei 2	
(or see legal description attached) including any improvements, and the following listed fixtures located thereon:    NA						Description"				
Or see inventory attached) which shall be left in and upon said premises, subject to reasonable wear and tear.    CONTRACT SALES PRICE AND TERMS	aı	id legally de	scribed as.	Oce Attached	LATIIDILA Legal	Description				
Or see inventory attached) which shall be left in and upon said premises, subject to reasonable wear and tear.    CONTRACT SALES PRICE AND TERMS										
Or see inventory attached) which shall be left in and upon said premises, subject to reasonable wear and tear.    CONTRACT SALES PRICE AND TERMS	(0	r see legal c	description at	tached) includin	a anv improveme	ents, and the followin	na liste	ed fixtures locate	ed thereon:	
Purchase Price or 100.00 acres, m/l at \$ / acre Earnest Money Deposit Balance Due at Closing subject to adjustments provided herein  2. METHOD OF PAYMENT: (Check Applicable Statements) A. Cash   B. Financing: □ 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 learnest 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. □ 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 \$ and interest at the rate of % for the sale of the Seller's/Buyer's real estate to and so notifies Seller/Buyer thereof on or before such date in writing, then this contract shall be contingent upon the closing of the sale of the Seller's/Buyer is unable to close the sale by and so notifies Seller/Buyer thereof on or before such date in writing, then this contract shall terminate and shall be of no further force and effect. In such case the □Seller / □Buyer shall be entitled to the earnest money deposit.  3. CLOSING AND POSSESSION This Contract shall be closed on or before December 30,2020, or at such other time as may be mutually agreed in writing. Possession is subject to the right of any tenants in possession. The parties agree that possession of said property is to be delivered to Buyer on or before December 30, 2020. Seller will □ or will not □, subject to tenant in possession in subject to the right of any tenants in possession. The parties agree that possession of said property is to be delivere	Ň	/A	•	,						
Purchase Price or 100.00 acres, m/l at \$	(0	r see invent	ory attached	which shall be	left in and upon s	said premises, subject	ct to re	easonable wear	and tear.	
Purchase Price or 100.00 acres, m/l at \$										
Purchase Price or 100.00 acres, m/l at \$ / acre Earnest Money Deposit Balance Due at Closing subject to adjustments provided herein  \$.  2. METHOD OF PAYMENT: (Check Applicable Statements) A. Cash   B. Financing:    This Contract is contingent upon the ability of the Buyer to obtain a commitment for an   adjustable rate   fixed rate, mortage loan of not less than		CONTRAC	T 0 4 1 5 0 5	DIOE AND TED						
or 100.00 acres, m/l at \$ / acre \$ \$ Earnest Money Deposit Balance Due at Closing subject to adjustments provided herein \$ \$ \$	1.			RICE AND TER	MS					¢
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5.	CROPS AND EXPENSES  Seller
	Seller ⊠/Buyer □ shall pay <u>100%</u> of the Landowner's share of the <u>2020 crop expenses.</u> Seller □/Buyer ☑ shall pay <u>100%</u> or \$ of the Landowner's share of the <u>2021</u> crop expenses, incurred prior to closing.
6.	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.
	3. The Seller ⊠/Buyer □shall receive the landowner share of ARC/PLC government program payments for the 2020 crop year. The Seller □/Buyer ☑shall receive the landowner share of ARC/PLC government program payments for the 2021 crop year. Current Tenant shall receive the landowner share of ARC/PLC government program payments for the 20 crop year.
	C. The Seller ⊠/Buyer □ shall receive the landowner share of government conservation program payments for the 2020 crop year. The Seller □/Buyer ☑ shall receive the landowner share of government conservation program payments for the 2021 crop year. Current Tenant □ shall receive the landowner share of government conservation program payments for the 20 crop year.
7.	LEASE ASSIGNMENT / TERMINATION  A. There is ⊠ is not □ currently a tenant in possession of the property. Seller shall □ shall not ⊠ be responsible for the assignment of the current farm lease with the tenant in possession of the property to Buyer.
	3. Seller shall $\square$ shall not $\square$ be responsible for the termination of the rights of any tenant in possession of the property. If Seller is responsible, then Buyer shall have the right to demand satisfactory evidence that the rights of all parties to possession have been terminated.
8.	ATTORNEY REVIEW (check if applicable )  The parties shall have until 5:00 p.m. Central Time on
9.	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.
	3. At Closing Seller shall deliver to Buyers a completed Real Estate Transfer Declaration signed by Seller in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois. Any transfer tax imposed by the Real Estate Transfer Declaration shall be paid by Seller ☑ / Buyer ☑.
	C. Recording fees imposed on the recording of the deed shall be paid by Seller ☐ / Buyer ☒.
10.	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 of, 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 hrough 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 nazardous 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 lammable explosives, radioactive materials, hazardous waste, toxic substances, or other released materials on, under or about the oremises.
	Seller's Initials Buyer's Initials

11.	SURVEY (Check if applicable ) Seller Buyer shall secure a boundary survey by a licensed land surveyor at the Seller's Buyer's expense, dated within six (6) months prior to Closing. Final Purchase Price will will not be based upon surveyed acres. If the survey shows other than the permissible exceptions described in Paragraph 13, encroachments from adjacent property, or that improvements are not located within the setback and lot lines, then these shall be considered defects in the title to the property.
12.	MINERAL RIGHTS (check if applicable ☑) The Buyer will receive and Seller will convey all of Seller's water, oil, gas, coal and other mineral rights not conveyed of record, and shall execute an appropriate assignment of any existing leases or contracts relating to those rights.
13.	TITLE EVIDENCE Upon acceptance of this Contract, Seller shall within a reasonable period furnish at Seller's expense: (Check appropriate statement).
	An abstract of title continued within 30 days before final payment hereunder, showing merchantable title of record to said premises in the Seller or the party who will execute the transactional instrument on Seller's behalf, according to the Rules and standards of the Bar of the County in which said premises are located, or
	A commitment and an Owners Title Guaranty Policy issued by a Company licensed to issue the same in the State of Illinois for the amount of the purchase price. Seller shall pay the initial title search charge and title insurance premium. Buyer shall pay the search charge as to Buyer, the cost of mortgagee's title insurance policy, if any, and the cost of all necessary endorsements to the title insurance policy. Buyer and Seller shall furnish immediately upon request all information legally required for financing or transfer of title.
	Policy 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.
14.	PERFORMANCE In the event of default by either party under the terms of the Contract, the non-defaulting party shall have all rights and remedies available in law and equity. If either Buyer or Seller brings an action against the other with the respect to the Contract, the prevailing party shall be entitled to recover reasonable attorney fees, costs and expenses from the non-prevailing party.
15.	COMMISSION Seller shall be responsible for any real estate brokerage commission owed to a listing broker utilized by Seller.
16.	EARNEST MONEY ESCROW  The earnest money funds shall be held in escrow for the mutual benefit of the Parties by ☐ the Seller's Broker/ ☐ the Buyer's Broker/ ☐ Other agreed to party, namely, Security First Title Co., as "Escrowee". Initial Earnest Money of \$
17.	INTEREST BEARING TRUST ACCOUNT (check if applicable )  Escrow Agent is directed to deposit trust funds hereunder in an interest-bearing account with the interest thereon accruing for the benefit of the In the event of default by the Buyer, any accrued interest on funds so held shall be treated as an additional earnest money and shall be disbursed according to the terms of Paragraphs 16 and 20 of this agreement.
18.	TAX DEFERRED EXCHANGE (check if applicable ⊠) Seller □ and/or Buyer ⊠ may elect to perform an Internal Revenue code Section 1031 tax deferred exchange with respect to the transfer of the Property, and in such event, each party agrees to cooperate in such exchange and take all steps reasonably necessary to allow its completion; provided, however, the party electing such exchange shall hold the other party harmless from and against any and all claims, costs, liabilities, expense or delays in time resulting from such an exchange.
	Seller's Initials Buyer's Initials

19.	DUAL AGENCY CONFIRMATION (check if applicable ∐)	
	The undersigned confirm that they have previously consented to	("Licensee") acting as a
	Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as	s a Dual Agent in regard to
	the transaction referred to in this document.	

#### 20. RETURN OF EARNEST MONEY

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

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

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

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. Facsimile copies, electronic copies and signatures on this Contract shall be as valid as an originally signed Contract.
- G. Counterpart Signatures: This Agreement may be signed in counterparts, which together shall constitute one agreement. If the Agreement is signed in counterparts, no signatory hereto shall be bound until all parties named below have duly executed, or caused to be duly executed, a counterpart of this Agreement.
- H. The parties intend this Contract to be governed by the laws of the State of Illinois.

Seller's Initials	_ Buyer's Initials

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22. CONTRACT ACCEPTANCE PERI This Offer shall be accepted by Se shall become null and void at the o	ller in writing on or before _	am / pm on, 20_	or this Offer
Seller does hereby accept the fore	going Contract this	, 20	
☐ Check here if you are currently a lice to all prospective buyers of this property		the state of Illinois and understand appropriate dis	closure is required
This agreement may be signed in count one and the same document.	ter parts, each of which sha	all be deemed as an original, but all of which togeth	ner shall constitute
Buyer Signature	Date	Seller Signature –William James Greene	Date
Buyer Signature	Date	Seller Signature Julie Lynn Greene aka Julie -	Lynn Wells Date
Buyer Signature	Date	Seller Signature – Haley Ann Ochoa	Date
Buyer Fax Number		Seller Fax Number	
Buyer Email address		Seller Email address	
Attorney Name		McPherson Law Offices – Heather McPherson Attorney Name	
Attorney Address		Attorney Address	
Attorney Address		Freeport, IL 61032 Attorney Address 815-235-4411	
Attorney Phone # / Fax #		Attorney Phone # / Fax #	
Attorney E-mail Address		hm@mcphersonlaw.com Attorney E-mail Address	
		ntioned earnest money and agrees that said fund ntract, and all parties shall receive copies of same	
Escrowee Acceptance of Earnest Mor	ney		
By: McPherson Law Offices			
1720 Hance Drive Address			
Freeport, IL 61032			
Address			
815-235-4411 Phone # / Fax #			
hm@mcphersonlaw.com Email address			

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

Selling Broker		Hertz Real Estate Services Listing Broker	
By Agent:	Date	By Agent – Chad A Kies	Date
-		720 E. Culver Court, PO Box 9	
Address		Address	
		Geneseo, IL 61254	
Address		Address	
		(309) 944-2184	(309) 455-4006
Phone #	Fax #	Phone #	Fax #
		ChadK@Hertz.ag	
Email address		Email address	

## Parcel 2

One Hundred (100) acres of even width off of the North side of the Northeast Quarter of Section Thirty-Three (33), Township Eleven (11) North, Range Seven (7) East of the Fourth Principal Meridian; subject to lease to School Trustees for school house site, said school house site commencing at a point Eighteen (18) rods South of the Northeast comer of said Quarter Section and running thence West Ten (10) rods; thence South Ten (10) rods; thence East Ten (10) rods; thence North Ten (10) rods, to the place of beginning, EXCEPTING, however, a certain right-of-way granted by Grantors herein named to Suburban Electric Corporation by instrument dated November 1, 1935, and recorded in Book 487, Page 140 in the Recorder's Office of Peoria County, Illinois, situated in Peoria County, Illinois.



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			C/O HE	nz Real Es	tate Service	3S PU BOX	( 9, Gene	eseo, IL			ip <u>61254</u>		, and
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5.	CROPS AND EXPENSES  Seller
	Seller ⊠/Buyer □ shall pay <u>100%</u> of the Landowner's share of the <u>2020 crop expenses.</u> Seller □/Buyer ☑ shall pay <u>100%</u> or \$ of the Landowner's share of the <u>2021</u> crop expenses, incurred prior to closing.
6.	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.
	3. The Seller ⊠/Buyer □shall receive the landowner share of ARC/PLC government program payments for the 2020 crop year. The Seller □/Buyer ☑shall receive the landowner share of ARC/PLC government program payments for the 2021 crop year. Current Tenant shall receive the landowner share of ARC/PLC government program payments for the 20 crop year.
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	C. Recording fees imposed on the recording of the deed shall be paid by Seller ☐ / Buyer ☒.
10.	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 of, 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 hrough 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 nazardous 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 lammable explosives, radioactive materials, hazardous waste, toxic substances, or other released materials on, under or about the oremises.
	Seller's Initials Buyer's Initials

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19.	DUAL AGENCY CONFIRMATION (check if applicable     )	
	The undersigned confirm that they have previously consented to	("Licensee") acting as a
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- B. Written notice to the parties shall be given either by personal delivery or sent via U.S. Mail, first class with postage fully paid addressed to the parties at their respective addresses as appear above in this Contract. Notice sent by U.S. Mail shall be deemed to be delivered on the third business day after being deposited in the mail;
- C. If the Escrowee does not receive an objection to its proposed distribution within said 30 day time frame, it shall be considered that the Buyer and Seller agree with the Escrowee's proposed distribution, and Escrowee shall distribute the proceeds in the manner set forth in the Escrowee's notice.

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

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. Facsimile copies, electronic copies and signatures on this Contract shall be as valid as an originally signed Contract.
- G. Counterpart Signatures: This Agreement may be signed in counterparts, which together shall constitute one agreement. If the Agreement is signed in counterparts, no signatory hereto shall be bound until all parties named below have duly executed, or caused to be duly executed, a counterpart of this Agreement.
- H. The parties intend this Contract to be governed by the laws of the State of Illinois.

Seller's Initials	E	Buyer's Initials	_
Seller's Initials	E	Buyer's Initials	_

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Seller does hereby accept the foregoing Cor	ntract this	, 20		
☐ Check here if you are currently a licensed rea to all prospective buyers of this property.	ıl estate broker in	the state of Illinois and understand approp	oriate disclo	osure is required
This agreement may be signed in counter parts, one and the same document.	each of which sha	all be deemed as an original, but all of which	ch togethe	r shall constitute
Buyer Signature	Date	Seller Signature –William James Green	ne	Date
Buyer Signature	Date	Seller Signature Julie Lynn Greene al	ka Julie Ly	nn Wells Date
Buyer Signature	Date	Seller Signature – Haley Ann Ochoa		Date
Buyer Fax Number		Seller Fax Number		
Buyer Email address		Seller Email address		
Attorney Name		McPherson Law Offices – Heather McR Attorney Name	Pherson	
Attorney Address		1720 Hance Drive Attorney Address		
Attorney Address		Freeport, IL 61032 Attorney Address		
Attorney Phone # / Fax #		815-235-4411 Attorney Phone # / Fax #		
Attorney E-mail Address		hm@mcphersonlaw.com Attorney E-mail Address		
The undersigned Escrowee acknowledges receit disbursed by Escrowee according to the terms of Escrowee Acceptance of Earnest Money				shall be held and
By: McPherson Law Offices				
1720 Hance Drive Address				
Freeport, IL 61032 Address				
815-235-4411 Phone # / Fax #				
hm@mcphersonlaw.com Email address				

Selling Broker		Hertz Real Estate Services Listing Broker	
By Agent:	Date	By Agent – Chad A Kies	Date
		720 E. Culver Court, PO Box 9	
Address		Address	
		Geneseo, IL 61254	
Address		Address	
		(309) 944-2184	(309) 455-4006
Phone #	Fax #	Phone #	Fax#
		ChadK@Hertz.ag	
Email address		Email address	

## Parcel 3

The North Half (N ½) of the Northwest Quarter (NW ¼) of Section Thirty-Four (34), and Thirty (30) acres of the Northeast Quarter (NE ¼) of Section Thirty-Four (34), bounded as follows:

Commencing at the Northwest comer of the Northeast Quarter (NE 1/4) of Section Thirty-Four (34); thence East Sixty (60) rods; thence South, Eighty (80) rods; thence West Sixty (60) rods; thence North Eighty (80) rods to the place of beginning, all in Township Eleven (11) North, Range Seven (7) East of the Fourth Principal Meridian; situated in the County of Peoria, in the State of Illinois.

### **EXCEPTING:**

A part of the NW¼ of Section 34, T11N, R7E of the 4th P.M., Peoria County, Illinois. More particularly bounded and described as follows and bearings are for the purpose of description only:

Commencing at an iron rod at the Northwest Corner of the NW¼ of said Section 34; Thence S 89°38'58" E, along the North line of said NW¼, a distance of 772.08 feet to a point 33 feet north of an iron rod and the Place of Beginning for the tract to be described; Thence continuing S 89°38'58" E, along said North line, a distance of 150.00 feet; Thence S 00°21'02" W, a distance of 546.00 feet to an iron rod; Thence N 89°38'58" W, a distance of 416.00 feet to an iron rod; Thence N 89°38'58" W, a distance of 347.10 feet to an iron rod; Thence

S 89°38'58" E, a distance of 266.00 feet to an iron rod; Thence N 00°21'02" E, a distance of 198.90 feet to the Place of Beginning and containing **4.00 acres**, more or less. Subject to the right-of-way of the Public Road along the North side of the above described tract and also subject to all easements of record.



		greement is e	ntered into	between	ما المثالية	. C	ممردا والبارة	\^/_II_	م برما الماميد ۸	O-b		
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an	d le	gally describe	ed as: S	ee Attached	"Exhibit A Le	egal Descri	otion"					
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	C.	Contingency	/ Sale 🗌									
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								Sell	er's Initials _	Ві	uyer's Initial	S

5.	CROPS AND EXPENSES  Seller ⊠/Buyer □ shall receive the Landowner share of the crops (or 100% of the total cash rent) for the 2020 crop year.  Seller □/Buyer □ shall receive the Landowner share of the crops (or 100% of the total cash rent) for the 2021 crop year.				
	Seller ⊠/Buyer □ shall pay <u>100%</u> of the Landowner's share of the <u>2020 crop expenses.</u> Seller □/Buyer ☑ shall pay <u>100%</u> or \$ of the Landowner's share of the <u>2021</u> crop expenses, incurred prior to closing.				
6.	GOVERNMENT AGRICULTURAL PROGRAM PAYMENTS  A. Buyer agrees to continue to honor any existing government agricultural program contracts affecting the real estate described above, and agrees to indemnify and hold harmless Seller for any damage Seller may sustain by reason of any failure of Buyer to keep or perform any of the covenants and obligations provided to be kept or performed under the terms and conditions of any such contracts by Seller.				
	3. The Seller ⊠/Buyer □shall receive the landowner share of ARC/PLC government program payments for the 2020 crop year. The Seller □/Buyer ☑shall receive the landowner share of ARC/PLC government program payments for the 2021 crop year. Current Tenant shall receive the landowner share of ARC/PLC government program payments for the 20 crop year.				
	C. The Seller ⊠/Buyer □ shall receive the landowner share of government conservation program payments for the 2020 crop year. The Seller □/Buyer ☑ shall receive the landowner share of government conservation program payments for the 2021 crop year. Current Tenant □ shall receive the landowner share of government conservation program payments for the 20 crop year.				
7.	LEASE ASSIGNMENT / TERMINATION  A. There is ⊠ is not □ currently a tenant in possession of the property. Seller shall □ shall not ⊠ be responsible for the assignment of the current farm lease with the tenant in possession of the property to Buyer.				
	3. Seller shall $\square$ shall not $\square$ be responsible for the termination of the rights of any tenant in possession of the property. If Seller is responsible, then Buyer shall have the right to demand satisfactory evidence that the rights of all parties to possession have been terminated.				
8.	ATTORNEY REVIEW (check if applicable ) The parties shall have until 5:00 p.m. Central Time on				
9.	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.				
	3. At Closing Seller shall deliver to Buyers a completed Real Estate Transfer Declaration signed by Seller in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois. Any transfer tax imposed by the Real Estate Transfer Declaration shall be paid by Seller ☑ / Buyer ☑.				
	C. Recording fees imposed on the recording of the deed shall be paid by Seller ☐ / Buyer ☒.				
10.	O. 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 of, 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.	URVEY (Check if applicable □)  Seller □ Buyer shall secure a boundary survey by a licensed land surveyor at the □ Seller's □ Buyer's expense, dated within x (6) months prior to Closing. Final Purchase Price will □ will not □ be based upon surveyed acres. If the survey shows other an the permissible exceptions described in Paragraph 13, encroachments from adjacent property, or that improvements are not cated within the setback and lot lines, then these shall be considered defects in the title to the property.			
12.	MINERAL RIGHTS (check if applicable ☑) The Buyer will receive and Seller will convey all of Seller's water, oil, gas, coal and other mineral rights not conveyed of record, and shall execute an appropriate assignment of any existing leases or contracts relating to those rights.			
13.	FITLE 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. Seller shall pay the initial title search charge and title insurance premium. Buyer shall pay the search charge as to Buyer, the cost of mortgagee's title insurance policy, if any, and the cost of all necessary endorsements to the title insurance policy. Buyer and Seller shall furnish immediately upon request all information legally required for financing or transfer of title.			
	Policy 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.			
14.	<b>PERFORMANCE</b> In the event of default by either party under the terms of the Contract, the non-defaulting party shall have all rights and remedies available in law and equity. If either Buyer or Seller brings an action against the other with the respect to the Contract, the prevailing party shall be entitled to recover reasonable attorney fees, costs and expenses from the non-prevailing party.			
15.	COMMISSION Seller shall be responsible for any real estate brokerage commission owed to a listing broker utilized by Seller.			
16.	EARNEST MONEY ESCROW  The earnest money funds shall be held in escrow for the mutual benefit of the Parties by ☐ the Seller's Broker/ ☐ the Buyer's Broker/ ☐ Other agreed to party, namely, Security First Title Co., as "Escrowee". Initial Earnest Money of \$ shall be tendered to Escrowee on or before 1 days after Date of acceptance for the mutual benefit of the parties and shall be disbursed according to the terms of this Contract.			
17.	INTEREST BEARING TRUST ACCOUNT (check if applicable ) Escrow Agent is directed to deposit trust funds hereunder in an interest-bearing account with the interest thereon accruing for the benefit of the In the event of default by the Buyer, any accrued interest on funds so held shall be treated as an additional earnest money and shall be disbursed according to the terms of Paragraphs 16 and 20 of this agreement.			
18.	TAX DEFERRED EXCHANGE (check if applicable $\boxtimes$ ) Seller $\square$ and/or Buyer $\boxtimes$ may elect to perform an Internal Revenue code Section 1031 tax deferred exchange with respect to the transfer of the Property, and in such event, each party agrees to cooperate in such exchange and take all steps reasonably necessary to allow its completion; provided, however, the party electing such exchange shall hold the other party harmless from and against any and all claims, costs, liabilities, expense or delays in time resulting from such an exchange.			
	Seller's Initials Buver's Initials			

19.	DUAL AGENCY CONFIRMATION (check if applicable     )	
	The undersigned confirm that they have previously consented to	("Licensee") acting as a
	Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as	a Dual Agent in regard to

the transaction referred to in this document.

#### 20. RETURN OF EARNEST MONEY

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

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

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

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. Facsimile copies, electronic copies and signatures on this Contract shall be as valid as an originally signed Contract.
- G. Counterpart Signatures: This Agreement may be signed in counterparts, which together shall constitute one agreement. If the Agreement is signed in counterparts, no signatory hereto shall be bound until all parties named below have duly executed, or caused to be duly executed, a counterpart of this Agreement.
- H. The parties intend this Contract to be governed by the laws of the State of Illinois.

Seller's Initials	Buyer's Initials

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This Offer shall be accepted by Seller in writ shall become null and void at the option of the	ing on or before _ ne Buyer.	am / pm on	, 20	or this Offer
Seller does hereby accept the foregoing Cor	ntract this	, 20		
☐ Check here if you are currently a licensed rea to all prospective buyers of this property.	l estate broker in	the state of Illinois and understand approp	oriate discl	osure is required
This agreement may be signed in counter parts, one and the same document.	each of which sha	all be deemed as an original, but all of whic	ch togethe	r shall constitute
Buyer Signature	Date	Seller Signature –William James Green	ne	Date
Buyer Signature	Date	Seller Signature Julie Lynn Greene al	ka Julie Ly	nn Wells Date
Buyer Signature	Date	Seller Signature – Haley Ann Ochoa		Date
Buyer Fax Number		Seller Fax Number		
Buyer Email address		Seller Email address		
Attorney Name		McPherson Law Offices – Heather McF Attorney Name	Pherson	
Attorney Address		1720 Hance Drive Attorney Address		
Attorney Address		Freeport, IL 61032 Attorney Address		
Attorney Phone # / Fax #		815-235-4411 Attorney Phone # / Fax #		
Attorney E-mail Address		hm@mcphersonlaw.com Attorney E-mail Address		
The undersigned Escrowee acknowledges recei disbursed by Escrowee according to the terms of Escrowee Acceptance of Earnest Money				shall be held and
By: McPherson Law Offices				
1720 Hance Drive Address				
Freeport, IL 61032 Address				
815-235-4411 Phone # / Fax #				
hm@mcphersonlaw.com Email address				

Selling Broker		Hertz Real Estate Services Listing Broker	
By Agent:	Date	By Agent – Chad A Kies	Date
		720 E. Culver Court, PO Box 9	
Address		Address	
		Geneseo, IL 61254	
Address		Address	
		(309) 944-2184	(309) 455-4006
Phone #	Fax #	Phone #	Fax#
		ChadK@Hertz.ag	
Email address		Email address	

## Parcel 4

The North Half (N 1/2) of the Northeast Quarter (NE 1/4) and the North Half (N 1/2) of the Northwest Quarter (NW 1/4), all in Section Twenty-seven (27), in Township Twelve (12) North, Range Seven (7) East of the Fourth Principal Meridian. Situated in Stark County and the State of Illinois.

### **EXCEPTING**

A part of the NE½ of Section 27, T12N, R7E of the 4th P.M., Stark County, Illinois. More particularly bounded and described as follows and bearings are for the purpose of description only:--

Commencing at an iron rod at the Northeast Corner of the NE¼ of said Section 27; Thence S 00°18′50″ E, along the East line of said NE¼, a distance of 497.00 feet to a point 33 feet East of an iron rod and the Place of Beginning for the tract to be described; Thence continuing S 00°18′50″ E, along said East line, a distance of 382.00 feet; Thence S 89°41′10″ W, a distance of 313.00 feet to an iron rod; Thence N 00°18′50″ W, a distance of 382.00 feet to an iron rod; Thence N 89°41′10″ E, a distance of 313.00 feet to the Place of Beginning and containing **2.75 acres**, more or less. Subject to the right-of-way of the Public Road along the East side of the above described tract and also subject to all easements of record.