



CONTRACT TO PURCHASE AGRICULTURAL LAND  
ILLINOIS FARM & LAND CHAPTER  
REALTORS® Land Institute

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 between

Seller(s) William H. Greene Self Declaration of Trust dated December 1, 2010  
Mailing Address c/o Hertz Real Estate Services PO Box 9, Geneseo, IL Zip 61254, and  
Buyer(s) \_\_\_\_\_  
Mailing Address \_\_\_\_\_ Zip \_\_\_\_\_ who  
Contract(s) to purchase the following described real estate commonly known as: Greene Farm Parcel 1  
Parcel Identification Number(s): 03-23-300-004  
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	_____	\$
or <u>72.39</u> 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 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.

☐ 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 Seller's/Buyer's \_\_\_\_\_ real estate to \_\_\_\_\_ on or before \_\_\_\_\_, 20\_\_\_\_. If Seller/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 rights, agree to allow Buyer the right, following fall harvesting, to enter the farm property for the purpose of performing land husbandry, customary tillage, application of fertilizer and lime, soil conservation practices and soil testing.

4. REAL ESTATE TAXES - Drainage Taxes and Special Assessment

The 2020 real estate taxes and special assessments due and payable in 2021 shall be paid by Seller.

The 2021 real estate taxes and special assessments due and payable in 2022 shall be paid by Buyer.

If payment is the responsibility of the Seller, (a) ☐ taxes will be paid at closing, or (b) ☒ Buyer shall be credited for the 2020 real estate taxes at closing, based upon the most current and available information, including confirmed multipliers.

The 20 real estate taxes, special assessments due and payable in 20 shall be ☐ prorated to the date of closing or ☐ prorated to \_\_\_\_\_, 20\_\_\_\_, and a credit given to buyer at closing.

The 20 drainage taxes due and payable in 20 shall be paid by \_\_\_\_\_.

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

**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 100% of the Landowner's share of the 2020 crop expenses.  
 Seller ☐/Buyer ☒ shall pay 100% or \$\_\_\_\_\_ of the Landowner's share of the 2021 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.
- B. 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.
- B. Seller shall ☒ shall not ☐ 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 \_\_\_\_\_, 20\_\_\_\_ ("Review Period") to have the Contract reviewed by their respective attorney, and that attorney may propose modifications within the Review Period, 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**

- A. 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.
- B. 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. 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. 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 \_\_\_\_\_ 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 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.**

**21. GENERAL CONDITIONS AND STIPULATIONS**

- 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 \_\_\_\_\_

## 22. CONTRACT ACCEPTANCE PERIOD

This Offer shall be accepted by Seller in writing on or before \_\_\_\_\_ am / pm on \_\_\_\_\_, 20\_\_\_\_ or this Offer shall become null and void at the option of the Buyer.

Seller does hereby accept the foregoing Contract this \_\_\_\_\_, 20\_\_\_\_\_.

☐ Check here if you are currently a licensed real estate broker in the state of Illinois and understand appropriate disclosure is required to all prospective buyers of this property.

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	Date	Seller Signature –William James Greene as Successor Trustee	Date
Buyer Signature	Date	Seller Signature –	Date
Buyer Fax Number		Seller Fax Number	
Buyer Email address		Seller Email address	
Attorney Name		McPherson Law Offices – Heather McPherson	Attorney Name
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 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.

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\_\_\_\_\_

Real Estate Brokers for this transaction are:

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

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



## Exhibit A Legal Description

### 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; thence North 1 degree 24' 23" West, along 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 22.71 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 feet) 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.



CONTRACT TO PURCHASE AGRICULTURAL LAND  
ILLINOIS FARM & LAND CHAPTER  
REALTORS® Land Institute

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 between

Seller(s) William James Greene, Julie Lynn Greene aka Julie Lynn Wells, and Haley Ann Ochoa  
Mailing Address c/o Hertz Real Estate Services PO Box 9, Geneseo, IL Zip 61254, and  
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 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 <u>100.00</u> 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 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.

☐ 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 Seller's/Buyer's \_\_\_\_\_ real estate to \_\_\_\_\_ on or before \_\_\_\_\_, 20\_\_\_\_. If Seller/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

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4. REAL ESTATE TAXES - Drainage Taxes and Special Assessment

The 2020 real estate taxes and special assessments due and payable in 2021 shall be paid by Seller.

The 2021 real estate taxes and special assessments due and payable in 2022 shall be paid by Buyer.

If payment is the responsibility of the Seller, (a) ☐ taxes will be paid at closing, or (b) ☒ Buyer shall be credited for the 2020 real estate taxes at closing, based upon the most current and available information, including confirmed multipliers.

The 20 real estate taxes, special assessments due and payable in 20 shall be ☐ prorated to the date of closing or ☐ prorated to \_\_\_\_\_, 20\_\_\_\_, and a credit given to buyer at closing.

The 20 drainage taxes due and payable in 20 shall be paid by \_\_\_\_\_.

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



**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 100% of the Landowner's share of the 2020 crop expenses.  
 Seller ☐/Buyer ☒ shall pay 100% or \$\_\_\_\_\_ of the Landowner's share of the 2021 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.
- B. 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.
- B. Seller shall ☒ shall not ☐ 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 \_\_\_\_\_, 20\_\_\_\_ ("Review Period") to have the Contract reviewed by their respective attorney, and that attorney may propose modifications within the Review Period, 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**

- A. 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.
- B. 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. 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. 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 \_\_\_\_\_ 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 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.**

**21. GENERAL CONDITIONS AND STIPULATIONS**

- 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 \_\_\_\_\_

## 22. CONTRACT ACCEPTANCE PERIOD

This Offer shall be accepted by Seller in writing on or before \_\_\_\_\_ am / pm on \_\_\_\_\_, 20\_\_\_\_ or this Offer shall become null and void at the option of the Buyer.

Seller does hereby accept the foregoing Contract this \_\_\_\_\_, 20\_\_\_\_\_.

☐ Check here if you are currently a licensed real estate broker in the state of Illinois and understand appropriate disclosure is required to all prospective buyers of this property.

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	_____ 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		_____ 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 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.

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

Real Estate Brokers for this transaction are:

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

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



## **Exhibit A Legal Description**

### **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 corner 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.

DRAFT: Non-Executable



CONTRACT TO PURCHASE AGRICULTURAL LAND  
ILLINOIS FARM & LAND CHAPTER  
REALTORS® Land Institute

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 between

Seller(s) William James Greene, Julie Lynn Greene aka Julie Lynn Wells, and Haley Ann Ochoa  
Mailing Address c/o Hertz Real Estate Services PO Box 9, Geneseo, IL Zip 61254, and  
Buyer(s) \_\_\_\_\_  
Mailing Address \_\_\_\_\_ Zip \_\_\_\_\_ who  
Contract(s) to purchase the following described real estate commonly known as: Greene Farm Parcel 3  
Parcel Identification Number(s): Part of 03-34-100-001 and 03-34-200-001  
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	_____	\$
or <u>106.00</u> 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 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.

☐ 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 Seller's/Buyer's \_\_\_\_\_ real estate to \_\_\_\_\_ on or before \_\_\_\_\_, 20\_\_\_\_. If Seller/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 rights, agree to allow Buyer the right, following fall harvesting, to enter the farm property for the purpose of performing land husbandry, customary tillage, application of fertilizer and lime, soil conservation practices and soil testing.

4. REAL ESTATE TAXES - Drainage Taxes and Special Assessment

The 2020 real estate taxes and special assessments due and payable in 2021 shall be paid by Seller.

The 2021 real estate taxes and special assessments due and payable in 2022 shall be paid by Buyer.

If payment is the responsibility of the Seller, (a) ☐ taxes will be paid at closing, or (b) ☒ Buyer shall be credited for the 2020 real estate taxes at closing, based upon the most current and available information, including confirmed multipliers.

The 20 real estate taxes, special assessments due and payable in 20 shall be ☐ prorated to the date of closing or ☐ prorated to \_\_\_\_\_, 20\_\_\_\_, and a credit given to buyer at closing.

The 20 drainage taxes due and payable in 20 shall be paid by \_\_\_\_\_.

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

**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 100% of the Landowner's share of the 2020 crop expenses.  
 Seller ☐/Buyer ☒ shall pay 100% or \$\_\_\_\_\_ of the Landowner's share of the 2021 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.
- B. 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.  
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The parties shall have until 5:00 p.m. Central Time on \_\_\_\_\_, 20\_\_\_\_ ("Review Period") to have the Contract reviewed by their respective attorney, and that attorney may propose modifications within the Review Period, 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.

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- B. 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. 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. 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.

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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.

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**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 \_\_\_\_\_ 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 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.**

**21. GENERAL CONDITIONS AND STIPULATIONS**

- 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 \_\_\_\_\_



## 22. CONTRACT ACCEPTANCE PERIOD

This Offer shall be accepted by Seller in writing on or before \_\_\_\_\_ am / pm on \_\_\_\_\_, 20\_\_\_\_ or this Offer shall become null and void at the option of the Buyer.

Seller does hereby accept the foregoing Contract this \_\_\_\_\_, 20\_\_\_\_\_.

☐ Check here if you are currently a licensed real estate broker in the state of Illinois and understand appropriate disclosure is required to all prospective buyers of this property.

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	_____ 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		_____ 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 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.

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

Real Estate Brokers for this transaction are:

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

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

## Exhibit A Legal Description

### 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 corner of the Northeast Quarter (NE ¼) 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 416.00 feet to an iron rod; Thence N 00°21'02" E, 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.



CONTRACT TO PURCHASE AGRICULTURAL LAND  
ILLINOIS FARM & LAND CHAPTER  
REALTORS® Land Institute

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 between

Seller(s) William James Greene, Julie Lynn Greene aka Julie Lynn Wells, and Haley Ann Ochoa  
Mailing Address c/o Hertz Real Estate Services PO Box 9, Geneseo, IL Zip 61254, and  
Buyer(s) \_\_\_\_\_  
Mailing Address \_\_\_\_\_ Zip \_\_\_\_\_ who  
Contract(s) to purchase the following described real estate commonly known as: Greene Farm Parcel 4  
Parcel Identification Number(s): 08-27-100-001 and Part of 08-27-200-002  
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	_____	\$
or <u>157.25</u> 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 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.

☐ 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 Seller's/Buyer's \_\_\_\_\_ real estate to \_\_\_\_\_ on or before \_\_\_\_\_, 20\_\_\_\_. If Seller/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 rights, agree to allow Buyer the right, following fall harvesting, to enter the farm property for the purpose of performing land husbandry, customary tillage, application of fertilizer and lime, soil conservation practices and soil testing.

4. REAL ESTATE TAXES - Drainage Taxes and Special Assessment

The 2020 real estate taxes and special assessments due and payable in 2021 shall be paid by Seller.

The 2021 real estate taxes and special assessments due and payable in 2022 shall be paid by Buyer.

If payment is the responsibility of the Seller, (a) ☐ taxes will be paid at closing, or (b) ☒ Buyer shall be credited for the 2020 real estate taxes at closing, based upon the most current and available information, including confirmed multipliers.

The 20 real estate taxes, special assessments due and payable in 20 shall be ☐ prorated to the date of closing or ☐ prorated to \_\_\_\_\_, 20\_\_\_\_, and a credit given to buyer at closing.

The 20 drainage taxes due and payable in 20 shall be paid by \_\_\_\_\_.

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

**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 100% of the Landowner's share of the 2020 crop expenses.  
 Seller ☐/Buyer ☒ shall pay 100% or \$\_\_\_\_\_ of the Landowner's share of the 2021 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.
- B. 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.
- B. Seller shall ☒ shall not ☐ 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 \_\_\_\_\_, 20\_\_\_\_ ("Review Period") to have the Contract reviewed by their respective attorney, and that attorney may propose modifications within the Review Period, 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**

- A. 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.
- B. 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. 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. 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.

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- F. Facsimile copies, electronic copies and signatures on this Contract shall be as valid as an originally signed Contract.
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- 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 writing on or before \_\_\_\_\_ am / pm on \_\_\_\_\_, 20\_\_\_\_ or this Offer shall become null and void at the option of the Buyer.

Seller does hereby accept the foregoing Contract this \_\_\_\_\_, 20\_\_\_\_\_.

☐ Check here if you are currently a licensed real estate broker in the state of Illinois and understand appropriate disclosure is required to all prospective buyers of this property.

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	_____ 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		_____ 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 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.

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

Real Estate Brokers for this transaction are:

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

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

## Exhibit A Legal Description

### 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 NE¼ 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.

DRAFT: Non-Executable