



CONTRACT TO PURCHASE AGRICULTURAL LAND
REALTORS® Land Institute
Illinois Chapter

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) Brubaker Land Trust

Mailing Address _____ Zip _____, and

Buyer(s) _____
Mailing Address _____ Zip _____, who

Contract(s) to purchase the following described real estate commonly known as: the Brubaker Land Trust, Parcel Identification Number(s): East 1/2 of PIN #02-13-18-200-001 and legally described as: Parcel II being the East 80 acres of the Northeast Quarter of Section 18, Township 14 North, Range 12 West of the 2nd PM, located in Buck Township, Edgar County, Illinois.

1. CONTRACT SALES PRICE AND TERMS Purchase Price

80 m/l acres at \$ _____/acre

Earnest Money Deposit (10% of total purchase price)

Balance Due at Closing subject to adjustments provided herein.

\$ _____
\$ _____
\$ _____
\$ _____

See Paragraph 10 for adjustments to the Purchase Price following the survey.

2. METHOD OF PAYMENT: (Check Applicable Statements)

A. **Cash**

3. CLOSING AND POSSESSION

This Contract shall be closed on or before April 8, 2021, following the auction date or at such other time as may be mutually agreed in writing. The closing shall take place at the office of the company providing the title insurance commitment and subsequent policy or at such other location as the parties shall agree. The parties agree that possession of said property is to be delivered to Buyer at closing.

4. REAL ESTATE TAXES - Drainage Taxes and Special Assessments

- The 2020 real estate taxes and special assessments due and payable in 2021 shall be paid by Seller. Buyer will be credited at closing based upon the most current and available information, including confirmed multipliers.
- The 2021 real estate taxes and special assessments due and payable in 2022 shall be paid by Buyer.
- The 2020 drainage taxes due and payable in 2021, if any, shall be paid by the Seller and credited to the Buyer at closing.

5. CROPS AND EXPENSES

Seller has paid and reimbursed the 2020 tenant for fertilizer and tillage applied to Parcel II in the sum of \$2,961.06 and which sum shall be credited to Seller by Buyer at the closing. On or before the closing, Seller shall provide the Buyer with a Crop Input Settlement Statement itemizing the type and quantity of the fertilizer applied and the respective costs for same.

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. Seller shall receive the landowner share of ARC/PLC government program payments for the 2020 crop year, if any. Buyer shall receive the landowner share of ARC/PLC government program payments for the 2021 crop year, if any.
- C. Seller shall receive the landowner share of government conservation program payments for the 2020 crop year, if any. Buyer shall receive the landowner share of government conservation program payments for the 2021 crop year, if any.

D. Other Government program payments: (If applicable note program name(s), recipient, and crop year below.):

7. LEASE ASSIGNMENT / TERMINATION

- A. There is not currently a tenant in possession of the property.
- B. The 2020 tenant has already been reimbursed for fall tillage and fertilizer applied.

8. CONVEYANCE

- A. At closing Seller shall convey and transfer the property to Buyer by Trustee's Deed, 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.
- 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.
- C. Recording fees imposed on the recording of the deed shall be paid by Buyer.

9. ENVIRONMENTAL

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

10. SURVEY

A survey of the property will be provided at the Sellers expense to the Buyer(s). The final total purchase price shall be adjusted and based on surveyed acres multiplied by the agreed-to price per acre.

If the survey shows other than the permissible exceptions described in Paragraph 12, 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.

11. MINERAL RIGHTS

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

12. TITLE EVIDENCE

Upon acceptance of this Contract, Seller shall within a reasonable period furnish at Seller's expense:

A commitment and an Owners ALTA 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.

Title Insurance 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 of 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.

13. 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 respect to the Contract, the prevailing party shall be entitled to recover reasonable attorney fees, costs and expenses from the non-prevailing party. If Buyer defaults in the performance of this contract, the earnest money deposit, at the Seller's option, may be retained by Seller as liquidated damages for lost time, effort, profit and expenses. In that event, Seller may apply that money to payment of such expenses, but not limited to, attorney's fees, advertising, surveying, auctioneer commissions, selling costs, and other out-of-pocket expenses, retaining the balance, if any. All interest on the escrowed down payment shall be paid or credited to the Seller in the event of default by Buyer.

14. COMMISSION

Seller shall be responsible for any real estate brokerage (auctioneer's) commission owed to a listing broker utilized by Seller.

15. EARNEST MONEY ESCROW

The earnest money funds shall be deemed a down payment toward the purchase price and shall be held in escrow for the mutual benefit of the Parties by DAVID L COVER, LTD., in its non-interest bearing IOLTA Trust Account, as "Escrowee". The Earnest Money deemed the down payment of \$_____ shall be given to Escrowee immediately upon execution of this Contract by the parties for the mutual benefit of the parties and shall be applied toward the purchase price according to the terms of this Contract.

16. TAX DEFERRED EXCHANGE

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 Seller harmless from and against any and all claims, costs, liabilities, expense or delays in time resulting from such an exchange.

17. 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, SEXUAL ORIENTATION, 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

DRAFT: Non-Executable

i. The Buyer acknowledges that an investigation has been made of the premises which the Buyer deems to be necessary to satisfy himself and/or herself as to:

- a. The present zoning status of the property and the non-existence of pending or contemplated eminent domain proceedings.
- b. Soil types, soil productivity, tillable acres, and total acres.
- c. All representations, agreements and warranties made herein shall be deemed to be remade on the closing but shall not survive the closing and shall merge with the Deed.

This Contract shall be fully executed by the appropriate parties immediately following the auction and when it becomes deemed final by the auctioneer, and this Contract shall thereupon be deemed a legally enforceable contract.

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

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 Agent _____

Address _____

Address _____

Phone #/Fax # _____

Email Address _____

Real Estate Brokers for this transaction are:

Hertz Real Estate Services
Listing Broker

By Agent Spencer A. Smith

700 W. Bridge St.
Address

Monticello, IL 61856
Address

217-762-9881 / 217-762-7924
Phone #/Fax #

SpencerS@Hertz.ag
Email Address

Hertz Real Estate Services
Listing Broker

By Agent Brian D. Massey

700 W. Bridge St.
Address

Monticello, IL 61856
Address

217-762-9881 / 217-762-7924
Phone #/Fax #

BrianM@Hertz.ag
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.