
REAL ESTATE PURCHASE AGREEMENT

PARCEL 5
(Southeast Tract)

THIS REAL ESTATE PURCHASE AGREEMENT (hereinafter referred to as “Agreement”) is made and entered into on October 20, 2021, by and between **DAVID R. HULTGREN**, not personally or individually but as **Executor of the Last Will and Testament of the Estate of MARIETTA I. HULTGREN, Deceased**, presently of [REDACTED] [REDACTED] (who is hereinafter referred to as “Seller”), and

presently of _____, who is (are collectively) hereinafter referred to as “Purchaser”, which Seller and Purchaser are hereinafter referred to as “Parties”.

WITNESSETH:

For and in consideration of the premises and agreements hereinafter set forth, it is COVENANTED and AGREED by and between Seller and Purchaser as follows:

1. Description of Real Estate

Providing Purchaser shall first make the payments hereinafter set forth and perform the covenants hereinafter mentioned on the part of Purchaser to be made and performed, Seller hereby COVENANTS and AGREES to convey and assure to Purchaser or to Purchaser’s nominee, in fee simple, the parcel of real estate legally described on the attached “EXHIBIT A” which is made a part hereof by this reference (which parcel of Real Estate is hereinafter referred to as “Real Estate”).

2. Purchase Price and Payment

Purchaser agrees to purchase said Real Estate and to pay Seller therefor the sum of

_____ Dollars (\$ _____), (hereinafter referred to as “Purchase Price”) in the following manner, to-wit: (a) the sum of _____

Dollars (\$ _____), in cash, as an earnest money deposit (hereinafter referred to as “Deposit”) to be held for the Parties by WESTERN ILLINOIS TITLE COMPANY, 126 West Exchange Street, Cambridge, Illinois 61238, the closing agent for the transaction (hereinafter referred to as “Closing Agent”), pending the final closing of this transaction, the receipt of which is hereby acknowledged by Seller; and, (b) Purchaser

shall pay the remaining balance of the Purchase Price to Seller, by wire transfer to the Closing Agent's account, on and at the final closing of this transaction.

3. Closing

The final closing of this transaction shall take place on or before **November 23, 2021** (which date is hereinafter referred to as "Closing" or "Closing Date"). The Closing shall take place at: (a) the office of the Closing Agent which is the title insurance company providing the title insurance and closing services for the transaction; or, (b) the office of Seller's attorneys, WHITNEY & POTTS, LTD., 118 West Main Street, Elmwood, Illinois 61529-0368; or, (c) such other place and time as the Parties shall mutually agree in writing.

4. Possession

Following (a) the Closing of this transaction, (b) the complete harvest of the crops now growing on the Real Estate, and (c) Purchaser has insured the Real Estate for liability coverage in the minimum amount of \$500,000.00 and has provided such coverage to Seller, Seller shall deliver limited possession of the Real Estate to Purchaser for only the purpose of performing customary fall husbandry, tillage, application of fertilizer and lime, soil testing, soil conservation practices, planting cover crops and field mapping. Such limited possession shall be subject to the rights of DAVID NELSON, the farm tenant in possession of the Real Estate whose crop and expense share lease will expire on February 28, 2022, after which date Purchaser shall have full and complete possession of the Real Estate. Seller and said farm tenant reserve title to, possession of and the right to harvest the 2021 farm crops now growing on and heretofore harvested from the Real Estate.

5. No Financing Contingency

This Agreement is not conditioned on Purchaser's ability to secure any type of loan whatsoever to finance the purchase of the Real Estate from Seller.

6. Conveyance of Real Estate

At the final Closing of this transaction, Seller shall deliver a fully-executed and recordable Executor's Deed conveying and quit-claiming merchantable title to the Real Estate to Purchaser or to Purchaser's nominee, in exchange for the balance of the Purchase Price due hereunder. Such Deed will be subject to: the year 2021 Real Estate Taxes payable in the year 2022 and all Real Estate Taxes levied and payable thereafter; all Roads and Highways; all Easements, Rights-of-Way, Dedications, Reservations, Restrictions and Covenants affecting the Real Estate which do not unreasonably interfere with Purchaser's intended use of the Real Estate for farming purposes, if any; Rights-of-Way for Drainage Tiles, Ditches, Feeders and Laterals, if any; all applicable Zoning Ordinances and Restrictions; and all acts of Purchaser and Purchaser's Assigns and Successors in title but free and clear of all other encumbrances whatsoever, unless otherwise hereinafter stated.

7. Evidence of Title

Seller has herewith delivered to Purchaser or Purchaser's Attorney, for examination purposes, a preliminary Commitment For Title Insurance for the Real Estate. Objections to merchantable title shall be reported to Seller's Attorneys within ten (10) days from and after the date hereof. If the actual defects in title are not cured within a reasonable time, this Agreement shall become inoperative, at the option of either Party and the Deposit shall be refunded to Purchaser; however, Purchaser reserves the privilege to waive said defects and complete the transaction pursuant to the terms of this Agreement. Any matter which may be and is settled for out of the Purchase Price due Seller shall not be considered an actual defect in title. All expenses in connection with perfecting title, revenue stamps and the premium for the owner's title insurance policy in the amount of the Purchase Price of the Real Estate, shall be paid by Seller. Seller and Purchaser shall each pay one-half (1/2) of the closing fee charged by the Closing Agent for closing the real estate transaction. Purchaser shall pay all of the closing fees charged by the Closing Agent for closing Purchaser's real estate mortgage loan, if any.

8. Real Estate Taxes / Escrow

Seller covenants that the 2020 taxes, payable in the year 2021, for the Real Estate and all real estate taxes levied and payable prior thereto have been fully paid. Seller shall pay to an Escrow Agent at the Closing of this transaction, out of the proceeds of sale of the Real Estate, an amount equal to the estimated real estate taxes for the Real Estate being conveyed to Purchaser by Seller described and taxed under Parcel Identification No. 18-06-200-002. Purchaser shall forward the 2021 real estate tax bills Purchaser receives for the Real Estate to the Escrow Agent upon receipt of such tax bills. The Escrow Agent shall fully pay both installments of the 2021 real estate taxes out of the escrow account when the first installment thereof is due and then send to Purchaser a copy of the paid receipt for payment of both installments of the 2021 real estate taxes. Any excess deposit in the escrow account over and above the amount of the 2021 real estate taxes on such parcel shall be refunded to Beneficiaries. Purchaser shall pay the 2022 real estate taxes, payable in 2023, for the Real Estate and all those levied and payable thereafter.

9. Survey and Plat

Seller, at Seller's expense, has caused the boundary lines of the Real Estate to be surveyed and platted by an Illinois registered land surveyor, and has furnished a copy thereof to Purchaser which Purchaser has herewith approved. Seller has also now recorded the Plat of Survey of the Real Estate in the office of the Henry County, Illinois Recorder.

10. Conservation Reserve Program (CRP) Contract and Obligations

Purchaser shall be entitled to all of the CRP and/or CREP and Conservation Federal Farm Program payments, if any, for the Real Estate attributable to the fiscal year ending on or

about September 30, 2022, and continuing thereafter during the terms of the Contract or Contracts therefor henceforth payable by the Farm Service Agency and National Resources Conservation Service offices of the United States Department of Agriculture. Beneficiaries shall retain all such Program payments attributable to the October 1, 2020 through September 30, 2021 fiscal year and for all such payments received prior thereto. Purchaser is aware of the requirements and regulations imposed by the USDA regarding CRP and CREP and Conservation Contracts. The CRP and/or CREP Contracts with the FSA and the Conservation Program Contract with the NRCS which are applicable to the Real Estate, if any, shall be assigned to Purchaser at the Closing of the transaction. Purchaser shall then be responsible for all of Beneficiaries' obligations thereunder. In the event Purchaser does not comply with the terms of the CRP and/or CREP Contracts and/or the Conservation Program Contract, Purchaser will promptly refund to the FSA and NRCS all payments previously paid to Beneficiaries under the Contracts and any liquidated damages demanded by the FSA and/or the NRCS, and to otherwise indemnify and hold Beneficiaries and Seller harmless from all such liability or otherwise Purchaser shall reimburse Beneficiaries for all of Beneficiaries' repayments to the FSA and NRCS required as a consequence of Purchaser's failure to comply with the terms of such CRP and/or CREP and/or Conservation Contracts. Beneficiaries covenant that Beneficiaries have performed or will otherwise perform all requirements under such Contracts through the Closing Date and will indemnify and hold Purchaser harmless from any liability relating to such Contracts on the part of the landowner arising prior to the Closing Date.

11. Environmental Acknowledgments and Representations

Purchaser acknowledges that the Real Estate and land adjacent and near thereto have been farmed for many years, and that pesticides, fertilizers and other chemicals have been and will continue to be used on or applied to the Real Estate and land adjacent and near thereto and that various farm and related equipment have been and will continue to be used thereon, which may expose the Real Estate to various environmental risks associated therewith. Except as to such matters, Seller represents that, to the best of Seller's knowledge but without investigation, Seller has no actual knowledge of: (a) the existence of any underground fuel or chemical storage tanks on the Real Estate; or (b) the presence of any toxic, hazardous or dangerous chemicals or other substances on the Real Estate which could give rise to any action by the United States of America, the U.S. Environmental Protection Agency, the Illinois Environmental Protection Agency, the Attorney General of the State of Illinois or any federal, state or local authority for the removal of such chemicals, substances or conditions from the Real Estate or for the discontinuance of any environmentally sensitive activity conducted on the Real Estate; or (c) any pending or past actions by any governmental authority imposing any clean-up of the Real Estate. Purchaser acknowledges that Purchaser has had an opportunity to inspect the Real Estate for environmental hazards; however, if Purchaser desires to make any environmental audit of the Real Estate, Purchaser may do so at Purchaser's own expense prior to the Closing Date; however, in no event shall the Closing be delayed to obtain such audit.

12. Condition of Premises

Purchaser acknowledges and agrees that Purchaser has personally examined the Real Estate, the boundary lines thereof and the improvements and fixtures appurtenant thereto, if any, and is satisfied as to their physical condition and all other matters pertaining to them, as of the date of the execution of this Agreement; and, Purchaser further acknowledges that neither Seller nor Seller's agents have made any warranties, express or implied, as to the physical condition, size of or quality of the fixtures and improvements appurtenant to the Real Estate or with regard to the Real Estate itself, other than those warranties expressed herein and that Purchaser is buying the Real Estate and fixtures and improvements appurtenant thereto, if any, AS IS and WITH ALL FAULTS, except as otherwise specifically set forth herein.

13. Insurance

Seller shall, at Seller's expense, keep the Real Estate constantly insured with a responsible insurance company or companies insuring Seller for liability coverage only at the current limits until Closing.

14. Code Violations

Seller warrants that no notice from any city, village or other governmental authority of a code violation involving the Real Estate has been received by Seller within ten (10) years of the date of this Agreement.

15. IRC Section 1031 Exchange

Seller and Purchaser each shall accommodate the other, at no liability, cost or expense to either, in selling and acquiring the Real Estate as part of a tax-deferred like-kind exchange under Section 1031 of the Internal Revenue Code. Each party consents to the assignment of this Agreement by the other to an Exchange Agent. Seller and Purchaser shall execute such additional instruments, documents and agreements as may be reasonably required to effectuate the exchange, and which are customarily used in such transactions. A failure or delay in completion of the contemplated exchange shall not terminate or delay either party's obligation to the other under this Agreement. Neither party shall be required to take title to the replacement property of the other.

16. Binding on Successors

All of the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, devisees, personal representatives, successors and assigns of the respective Parties hereto.

17. Timeliness of Payments/Performance

Time of payment shall be of the essence of this Agreement and acceptance of any late or partial payments by Seller shall in no event be construed as constituting a waiver of the provision that time of payment shall be of the essence of this Agreement.

18. Breach

In the event of failure of Purchaser to make any of the payments due hereunder or any part thereof or perform any of the covenants hereof on the part of Purchaser hereby made and entered into: (a) this Agreement shall, at the option of Seller, be forfeited and determined and Purchaser shall forfeit all payments made on this Agreement and such payments, including the Deposit, shall be retained by Seller in full satisfaction and in liquidation of all damages sustained by Seller and Seller shall have the right to re-enter and re-take possession of the Real Estate if Purchaser is in possession of the Real Estate and in addition thereto, Purchaser shall pay to Seller all expenses, costs and reasonable Attorneys' fees which are necessary to effectuate a forfeiture of this Agreement and recover title to and possession of the Real Estate; or (b) Seller, at Seller's option, may elect the remedy of specific performance, and in such an event, Purchaser agrees, upon demand, to pay to Seller the full principal balance hereof remaining unpaid, together with reasonable Attorneys' fees, costs, expenses of suit and interest at the rate of four percent per annum on the unpaid balance hereof remaining unpaid from the Closing Date as above set forth to the date of recovery of the full balance of the Purchase Price due hereunder. In the event Seller fails to perform the terms of this Agreement, Seller shall pay the costs and reasonable Attorneys' fees incurred by Purchaser which are necessary to obtain Seller's performance of the terms hereof or to collect damages from Seller as a consequence of Seller's breach of the terms of this Agreement.

19. Execution in Counterparts / Telefaxed or Electronic Signatures

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. This Agreement may contain more than one counterpart of the signature page, and this Agreement may be executed by the affixing of the signature of each of the Parties to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one and they shall have the same force and effect as though all of the signers had signed a single page. A telefaxed or other electronic copy of a counterpart signature page shall be deemed, for all purposes, to be an original.

20. Entire Agreement / Modifications / Non Merger of Terms

This document constitutes the entire Agreement of the Parties hereto. No modifications of this Agreement shall be binding upon the parties unless they are made in writing and signed by all the parties hereto. The terms of this Agreement shall not merge with the delivery of the deed conveying the Real Estate to Purchaser but shall survive the delivery thereof.

CAUTION: This will be a legally binding contract when fully signed and the Parties should seek such legal counsel as they deem appropriate.

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this Agreement on the date first above written.

SELLER:

PURCHASER:

DAVID R. HULTGREN, not personally or individually but as Executor of the Last Will and Testament of the Estate of MARIETTA I. HULTGREN, Deceased

THIS DOCUMENT WAS DRAFTED FOR SELLER BY ROBERT L. POTTS, ESQ. of WHITNEY & POTTS, LTD., 118 West Main Street, Post Office Box 368, Elmwood, Illinois 61529.

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DRAFT: Non-Executible

EXHIBIT A
Legal Description of PARCEL 5
(Southeast Tract)

A part of the Northeast Quarter of Section Six (6) in Cambridge Township, Township Fifteen (15) North, Range Three (3) East of the Fourth Principal Meridian, Henry County, Illinois, more particularly bounded and described as follows and bearings are for the purpose of description only: Beginning at an iron rod at the Northeast corner of the Northeast Quarter of said Section 6; Thence S 00°18'51" E, along the East line of said Northeast Quarter, a distance of 977.20 feet to a point described as being the Southeast corner of the N2/3 of the Northeast Quarter of the Northeast Quarter of said Section 6; Thence N 89°55'05" W, along an existing fence line and also being the South line of the tract described as being the N2/3 of the Northeast Quarter of the Northeast Quarter of said Section 6, a distance of 1441.87 feet to an iron rod; Thence N 00°22'55" E, along an existing fence line, a distance of 977.55 feet to the North line of said Northeast Quarter; Thence S 89°54'13" E, along said North line, a distance of 1430.00 feet to the Place of Beginning and containing **32.22 acres**, more or less, as shown on the Plat of Survey thereof prepared by Wallace Land Surveying Co., Ltd. last revised on October 4, 2021 for Job No. 21147-001, and therein identified as TRACT 5;

Parcel Identification No.: 18-06-200-002;

Parcel Address: North 1200 Avenue and East 1300 Street Cambridge, IL 61238;