

CONTRACT FOR SALE OF REAL ESTATE

Seller (Name & Address)

Hertz Associated Limited Profit
Sharing Plan

[REDACTED]

Buyer (Name & Address)

Seller's Attorney

Thomas A. Jennings
115 W. Jefferson, Ste 400
Bloomington, IL 61701
PH: 309-828-5281
FAX: 309-827-3432
tjennings@lbbs.com

Buyer's Attorney

Listing Broker/Phone

Hertz Real Estate Services
PH: 217-762-9881

Selling Broker/Phone

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

Buyer acknowledges that Seller is entering into this Agreement on the basis of Buyer's agreement that Seller may avail itself of certain tax treatment pursuant to Section 1031 of the Internal Revenue Code, pursuant to Internal Revenue regulations. It is agreed by Seller that all costs associated with said exchange not normally incurred in the course of sale of property in DeWitt County, Illinois, shall be borne by Seller, and Seller hereby indemnifies Buyer against any and all costs.

Buyer agrees to execute any and all documents reasonably necessary to allow Seller to comply with the above-described Section of the Internal Revenue Code.

Seller acknowledges that Buyer is entering into this Agreement on the basis of Seller's agreement that buyer may avail itself of certain tax treatment pursuant to Section 1031 of the Internal Revenue Code, pursuant to Internal Revenue regulations. It is agreed by Buyer that all costs associated with said exchange not normally incurred in the course of sale of property in DeWitt County, Illinois, shall be borne by Buyer, and Buyer hereby indemnifies Seller against any and all costs.

Seller agrees to execute any and all documents reasonably necessary to allow Buyer to comply with the above-described Section of the Internal Revenue Code.

THIS CONTRACT is entered into between HERTZ ASSOCIATED LIMITED PROFIT SHARING PLAN hereinafter referred to as Seller, and _____ hereinafter referred to as Buyer, who agree as follows:

1. **DESCRIPTION, PRICE and PAYMENT:** That Seller sells the following described real estate, to-wit:

That part of the Northwest Quarter of Fractional Section 30, Township 19 North, Range 1 East of the Third Principal Meridian, DeWitt County, Illinois, lying North of the North right-of-way line of the Canadian National/Illinois Central Railroad (CN/IC RR), described as beginning at the West Quarter corner of Section 30, Township 19 North, Range 1 East of the Third Principal Meridian, DeWitt County, Illinois; running thence North 00 degrees 00 minutes 00 seconds East for 2669.17 feet; thence South 89 degrees 10 minutes 46 seconds East for 1747.11 feet; thence South 00 degrees 36 minutes 05 seconds West for 1986.42 feet to a point on the North right-of-way line of the CN/IC Railroad; thence South 59 degrees 55 minutes 17 seconds West along the said North right-of-way line for 1323.61 feet to the point of intersection with the South line of the Northwest Quarter of said Section 30; thence North 89 degrees 27 minutes 15 seconds West for 580.74 feet to the point of beginning. EXCEPT for the following described tract: Commencing at the Southwest corner of the Northwest Quarter of said Section 30; thence North 1 rod; thence East to the Northwest right-of-way line of the CN/IC RR; thence continuing Southwest with said right of way to the South line of the Northwest Quarter; thence West to the point of beginning. Situated in DeWitt County, Illinois.

(the legal description may be changed upon provision of a legal description by the title insurance company),

PIN: 11-30-100-003

commonly known as Farmland, Rural Route, Kenney, Illinois, who agrees to pay \$ _____ (96.98 acres @ \$ _____ per acre), there for in the manner following: \$ _____ (down payment inclusive of earnest money) upon the execution of this Contract:

- a. To be held in escrow until evidence of merchantable title is approved by Buyer's attorney, and financing is approved as per paragraph 9;
- b. To be held in escrow until closing;
- c. To be delivered to Seller, receipt of which is hereby acknowledged;

and the remainder by cashier's check, certified funds or the equivalent on or before the closing date and on receipt of deed.

2. **EVIDENCE OF TITLE:** Not less than fourteen (14) days prior to closing, Seller will furnish Buyer with written commitment from a title insurance company duly authorized to do business in Illinois, showing title to said premises subject only to matters to which this

sale is subject by the terms hereof and to the customary exceptions contained in owners policies issued by such company. If written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such policies, then Seller shall have until date for delivery of deed to correct such defects. Owners title policy, in amount of the purchase price for said premises, will be paid for by the Seller and issued to Buyer after delivery of deed.

3. **DEED AND POSSESSION:** Seller will cause fee simple title to said real estate to be conveyed to Buyer, or to such party as Buyer may direct, by Warranty Deed (or Trustee's Deed or Executor's Deed, where applicable), and shall deliver possession to Buyer upon payment being made as herein provided, on or before the 15th day of September, 2022.

4. **RISK OF LOSS:** This Contract is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that the Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.

5. **FINANCING:** This Contract is not subject to Buyer obtaining financing.

6. **ENCUMBRANCES:**

a. Any existing mortgage shall be satisfied out of purchase price and released when deed is delivered.

b. Easements and building or use restrictions of record, and provisions of zoning and building ordinances, if any, none of which shall be considered as rendering title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the uses thereof.

7. **TAXES:** Unless otherwise provided for herein, all general real estate taxes shall be paid by the party who has possession for the applicable crop year. Any Sellers' tax liability shall be paid by allowance of Seller's share thereof being a credit against the purchase price at closing, based upon the latest tax information available. In the event the actual taxes paid as to the prorated portion are more than \$200 over or under the allowance hereunder, either party will have the right to an adjustment. All transfer taxes shall be paid by Seller. This provision shall survive closing and delivery of deeds.

8. **INSURANCE:** This contract is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that the Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.

9. **SELLER'S WARRANTIES:** Seller hereby provides the following warranties, with respect to the property, which is the subject matter of this contract:

a. **NO MECHANIC'S LIEN:** That no work has been done upon, or materials furnished, to the premises which could give rise to a lien or liens under the Mechanics' Lien laws of the State of Illinois;

- b. **GOOD TITLE:** Seller has indefeasible title to all of the personal property to which reference is made herein, and all of said property, together with all appliances and mechanical systems built into the premises are free from security interests or liens other than the lien of any real estate mortgage which will be handled as previously noted herein;
- c. **NO NOTICE OF VIOLATION RECEIVED:** Seller hereby warrants that neither Seller nor Seller's agent has received a notice from any city, village, or other governmental authority of a building or use code violation which exists or has existed as to any structure which is situated on the within described premises.
- d. **TOXIC OR HAZARDOUS WASTE:** Seller warrants that Seller is unaware of any toxic or hazardous waste materials being stored or having been stored on the premises and that no notices have been received from the Illinois Environmental Protection Agency or the Illinois Environmental Pollution Control Board or any other governmental entity with regard to a toxic or hazardous waste problem with the property, except as herein stated.
10. **ESCROWEE:** The parties agree that Livingston Law Firm Trust Account is hereby designated as Escrowee for the purposes of any Escrow created or hereafter required in connection with this contract. The Escrow conditions are as follows:
- a. Escrowee shall hold in escrow the downpayment pursuant to the terms of this contract until closing and not release said funds except with the agreement of all parties, or an Order entered by a Court of competent jurisdiction.
- b. Additional conditions: None.
11. **NOTICES, ETC:** That abstracts, title commitments, communications or notices with reference to this contract may be delivered by or to the parties or their respective attorneys as shown on the first page hereof.
12. **SETTLEMENT:** That closing shall be held at the office of Buyer's lending institution, or such place as the parties agree upon.
13. **ADDITIONAL PROVISIONS:** The following provisions form a part of this contract unless deleted by mutual agreement of the parties hereto:
- a. This Contract was prepared by Seller's attorney and approved by Buyer's attorney, if such attorneys are named above.
- b. Unless otherwise agreed, Buyer shall assume any assumption or transfer fees incurred as a result of Buyer assuming, or taking subject to Seller's existing mortgage, and both Seller and Buyer agree to comply with the requirements of the Real Estate Settlement Procedures Act;

- c. When used in this instrument, unless the contract requires otherwise, words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural number include the singular;
- d. It is mutually agreed by and between the parties hereto, that the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties, and that time is of the essence of this contract.

14. **FARM PROPERTY:**

- a. The Landlord's share of Crop income and expenses, including government program payments for 2023 and thereafter shall belong to the Buyer.
- b. The lease rights of the farm tenant, who is Martin Agricultural Enterprises, LLC, have been terminated, with 2022 cash rents retained by Seller.
- c. Seller represents that the farm tenant is not entitled to any reimbursement for fertilizer, tillage or any other expense unless described here: _____
_____.
- d. To the extent applicable Seller has, to the best of Seller's knowledge, advised Buyer of fence ownership, field tile location, and government program production basis.

15. **DEFAULT:** If Buyer defaults on this contract, Seller may pursue any available remedy.

16. **ATTORNEY'S FEES AND EXPENSES:** Should either Seller or Buyer be required to incur attorney's fees, costs, and/or other expenses (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms of this contract, then the party so failing to perform shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party. This provision shall survive closing and delivery of deeds.

17. **ENTIRE AGREEMENT:** This contract represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction which is the subject of this contract merge with and are superseded by this contract.

18. **RELEASE OF MORTGAGE INFORMATION:** Seller authorizes Livingston, Barger, Brandt & Schroeder, LLP, and the employees thereof, to obtain payoff statements on any mortgage loan or other lien encumbering title to the premises sold under this contract.

