



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) Truitt Family Irrevocable Trust dated May 23, 2016, Anna Myers as Successor Trustee
Mailing Address _____ Zip _____, and

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

Contract(s) to purchase the following described real estate commonly known as: _____, Parcel Identification
Number(s): _____ and legally described as: See attached Exhibit A for Legal Description

1. CONTRACT SALES PRICE AND TERMS

_____ acres, more or less, at \$ _____/acre \$ _____
Earnest Money Deposit \$ _____
Balance Due at Closing subject to adjustments provided herein \$ _____

2. METHOD OF PAYMENT: (Check Applicable Statements)

X A. Cash

B. Financing:

- 1. 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.
2. 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 August 11th, 2023, 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 at closing. Seller X 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 2022 real estate taxes, special assessments due and payable in 2023 shall be paid by Seller. If payment is the responsibility of the Seller, (a) X taxes will be paid at closing, or (b) _____ Buyer shall be credited for the 20____ real estate taxes at closing, based upon the most current and available information, including confirmed multipliers. The 2023 real estate taxes, special assessments due and payable in 2024 shall be X prorated to the date of closing or _____ prorated to _____, 20____, and a credit given to buyer at closing. The 2024 drainage taxes due and payable in 20____ shall be paid by _____. If Buyer receives a credit at closing, payment of said taxes for which the credit is applicable is now the responsibility of the buyer.

5. CROPS AND EXPENSES

Seller X /Buyer X shall receive the Landowner prorated share of crops or % of the cash rent for the 2023 crop year prorated to the date of closing.

~~Seller /Buyer X shall receive the Landowner share of crops or 100% of the cash rent for the 2024 crop year.~~

Seller X /Buyer shall pay 100% of the Landowner's share of the 2023 crop expenses.

~~Seller /Buyer X shall pay 100%, or \$ of the Landowner's share of the 2024 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 Property, 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 X /Buyer shall receive the landowner share of ARC/PLC government program payments for the 2023 crop year. ~~Seller /Buyer X shall receive the landowner share of ARC/PLC government program payments for the 2024 crop year.~~
~~Current Tenant / shall receive the landowner share of ARC/PLC government program payments for the 20 crop year.~~
- C. Seller X /Buyer shall receive the landowner share of government conservation program payments for the 2023 crop year. ~~Seller /Buyer X shall receive the landowner share of government conservation program payments for the 2024 crop year.~~
~~Current Tenant / shall receive the landowner share of government conservation program payments for the 20 crop year.~~
- D. Other Government program payments: (If applicable note program name(s), recipient, and crop year below.):

7. LEASE ASSIGNMENT / TERMINATION

- A. There is X is not currently a tenant in possession of the Property. Seller X shall ~~shall not~~ be responsible for the assignment of the current farm lease with the tenant in possession of the Property to the Buyer.
- B. Seller X 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 X)

The parties shall have until 5:00 p.m. Central Time on July 14th, 2023 ("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 Buyer 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 X /Buyer .
- C. Recording fees imposed on the recording of the deed shall be paid by Seller /Buyer X.

10. ENVIRONMENTAL

Seller represents, to the best of Seller's knowledge, that during the period of Seller's ownership or control over the Property, 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 Property, 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 Property prior to Seller's acquisition or ownership or control of the Property. Seller similarly represents that to the best of Seller's knowledge the Property (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 Property, 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 Property.

11. SURVEY (Check if applicable X)

X Seller _____ Buyer shall secure a boundary survey by a licensed land surveyor at 100% Seller's _____% Buyer's expense, dated within six (6) months prior to Closing. Final Purchase Price will X 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 X)

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. CARBON CREDIT RIGHTS

- A. The Property _____ is X is not currently subject to an existing carbon credit program which shall be assigned by Seller to Buyer at Closing. Buyer agrees to continue to honor any existing carbon credit program contracts affecting the Property 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 Buyer will receive, and Seller will convey at Closing all of Seller's carbon credit rights affecting the Property not previously conveyed of record.

14. 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 Property 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 Property is located, or~~

X 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 Property, 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 Property as agreed.

15. 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 Contact, the prevailing party shall be entitled to recover reasonable attorney fees, costs and expenses from the non-prevailing party.

16. COMMISSION

Seller shall be responsible for any real estate brokerage commission owed to a listing broker utilized by Seller.

17. 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/ X Other agreed to party, namely, Standard Title Guaranty Company, as "Escrowee". Initial Earnest Money of \$ _____ shall be tendered to Escrowee on or before two business days after Date of acceptance for the mutual benefit of the parties, and shall be disbursed according to the terms of this Contract.

18. ~~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.~~

19. ~~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.~~

20. ~~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.~~

~~Seller-Client initials: _____ Seller-Client initials: _____~~

~~Buyer-Client initials: _____ Buyer-Client initials: _____~~

21. ~~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.**~~

22. 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 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.

23. CONTRACT ACCEPTANCE PERIOD

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

Seller does hereby accept the foregoing Contract this date _____.

~~____ Seller (initials) and/or _____ Buyer (initials) is currently a licensed real estate broker in the state of Illinois and understands appropriate disclosure is required to all prospective parties of this real estate transaction.~~

Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Buyer Fax Number		Seller Fax Number	
Buyer Email Address		Seller Email Address	
Attorney Name		Ann Brezinski Attorney Name	
Attorney Address		755 Almar Parkway, Suite D Attorney Address	
Attorney Address		Bourbonnais, IL 60914 Attorney Address	
Attorney Phone #/Fax #		(815) 932-4720 / (815) 932-4703 Attorney Phone #/Fax #	
Attorney Email Address		abrezinski@brezinskilaw.com Attorney Email Address	

Real Estate Brokers for this transaction are:

Hertz Real Estate Services
Listing Broker

By Agent _____

200 East Court Street, Suite 600
Address

Kankakee, IL 60901
Address

(815) 935-9878 / (815) 935-5757
Phone #/Fax #

EricW@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.

DRAFT: Non-Execurable

Exhibit A – Legal Description

DRAFT: Non-Executable

Notice of No Agency Relationship

Thank you for giving with the opportunity to in regard to

Eric M. Wilkinson (“Licensees”)
Hertz Real Estate Services (“Sponsoring Brokerage Company”)
Present Contract to Purchase

Truitt Parcel #
Property address

Licensee’s Sponsoring Broker has previously entered into a contract with a client to provide certain real estate brokerage services through Licensee who acts as that client’s designated agent. As a result, Licensee will not be acting as your agent but as the agent of the Seller.

THIS NOTICE OF NO AGENCY IS BEING PROVIDED AS REQUIRED BY STATE LAW

Licensee – Eric M. Wilkinson

Customer – _____

Date

Date

DRAFT: Non-Executable

STRICT JOINT ORDER EARNEST MONEY ESCROW INSTRUCTIONS

File No.

To: Standard Title Company dba Wheatland Title Company
215 S. Schuyler Avenue
Kankakee, IL 60901
Telephone: 815.933.5100
Facsimile: 815.933.8617

1. ESCROW DEPOSIT: There is hereby deposited into escrow with you the sum of _____ and no/100 Dollars (\$ _____) plus such additional funds as you may receive from time to time ("Escrow Deposit") as earnest money to be held pursuant to the terms of the Agreement of Purchase and Sale dated _____ (the "Agreement") between **Truitt Family Irrevocable Trust dated May 23, 2016**, as Seller, and _____, as Buyer, relative to certain property located at _____ (the "Property"). A copy of the Agreement is attached to these escrow instructions.
2. NO INVESTMENT: You are hereby authorized and directed to place the Escrow Deposit in your usual accounts maintained for such funds at a federally insured financial institution.
3. DELIVERY OF ESCROW DEPOSIT: You are hereby authorized to deliver the Escrow Deposit in accordance with one of the following:
 - a. A joint written direction of the Seller and Buyer or their attorneys.
 - b. A certified copy of a court order directing the disbursement of the Escrow Deposit.
4. ESCROW FEE: A fee of \$500.00 for holding the Escrow Deposit shall be paid by **Seller & Buyer, equally** to Standard Title Company dba Wheatland Title Company at or prior to the closing of the transaction described in the Agreement. In addition, an annual maintenance fee of \$250.00 will commence one year from the date of this agreement and may be deducted from the funds on deposit.
5. RESPONSIBILITY OF ESCROW TRUSTEE: In consideration of your agreement to act pursuant to this escrow, in no event shall you be liable or responsible to either the Seller or the Buyer or to their respective legal representatives, heirs, successors or assigns for any damages or for any costs or expenses incurred or sustained by any of them except in the case of your fraud, gross negligence or willful disregard of the provisions of these escrow instructions. You are hereby authorized to deduct from the Escrow prior to disbursing it all costs and expenses you incur in acting pursuant to these escrow instructions, including any attorney's fees and court costs.
6. NOTICES: Notices given pursuant to this agreement shall be in writing and given in any of the following ways: (1) actual delivery of the notice into the hands of the party entitled to receive it; (2) transmittal by facsimile transmission to the telecopier numbers indicated below; (3) electronic mail by sending to the electronic mail addresses indicated below; (4) delivery by a nationally recognized overnight delivery service; or (5) mailing of the notice in the United States mail, certified mail, return receipt requested, addressed to the following addresses:

SELLER(s) Name/Address/Phone #

BUYER(s) Name/Address/Phone #

ESCROW TRUSTEE

Truitt Family Irrevocable Trust

Standard Title Company
dba Wheatland Title Co
215 S Schuyler Ave
Kankakee, IL 60901
815-933-5100

The notice shall be deemed to be received in the case of actual delivery on the date of its receipt by the party entitled to it, in the case of transmittal by facsimile transmission upon receipt by the sending party of confirmation of such facsimile transmission, in the case of transmittal by electronic mail upon transmission of such electronic mail without being returned as undeliverable, in the case of delivery by a nationally recognized overnight delivery service upon receipt of the usual delivery confirmation of such overnight delivery service, and in the case of mailing on the third day after the date of mailing.

Dated this ____ day of _____, _____.

SELLER:

BUYER:

FOR ESCROW TRUSTEE:

STANDARD TITLE COMPANY dba WHEATLAND TITLE COMPANY

By: _____

its _____

DRAFT: Non-Executable