

**PURCHASE AND SALE AGREEMENT - FARMLAND**

This Agreement is made by and between the Old Second National Bank, not individually but as successor trustee of the James Bannister Revocable Trust Number 1 dated February 11, 2000, and the Christine Bannister Revocable Trust Number 1 dated February 11, 2000, ("Seller"), and

\_\_\_\_\_  
\_\_\_\_\_, ("Buyer").

The effective date of this Agreement is Seller's date of acceptance as noted on the signature page.

Subject to the terms and conditions set forth herein, and in consideration of the covenants and undertakings of the respective parties herein contained, the parties hereto mutually agree as follows:

1. **Purchase Price:** Except as otherwise provided in this Section 1, Buyer agrees to purchase and the Seller agrees to sell, on the terms and conditions contained in this Agreement, that certain real estate (the "Property") consisting of approximately \_\_\_\_\_ acres, more or less, of vacant farm land located in \_\_\_\_\_ County, Illinois, PIN numbers: \_\_\_\_\_, and legally described in Exhibit A attached to this Agreement. The final legal description of the Property shall be determined by the survey prepared pursuant to Section 6. If the parties cannot agree on the final legal description for the Property, either party may terminate this agreement on written notice to the other party.

Buyer agrees to pay Seller as the purchase price for the Property (the "Purchase Price") (Check the applicable box) (a)  the amount of \$ \_\_\_\_\_ in cash or immediately available funds, or (b)  the final Purchase Price will be based on the number of gross surveyed acres shown on the survey provided under Section 6 of this Agreement multiplied by \$ \_\_\_\_\_ per acre. If the plat of survey shows that the gross surveyed acres of the Property are greater or less than \_\_\_\_\_ acres the final purchase price shall be increased or decreased accordingly.

2. **Payment of Purchase Price:** Within 3 business days after Seller's acceptance of this Agreement, Buyer shall deposit the sum of \_\_\_\_\_ as earnest money with Chicago Title Insurance Company, as "Escrowee," to be applied to the purchase price. The earnest money shall be held by the Escrowee for the mutual benefit of the parties here. At the time of closing, Buyer shall pay the balance of the purchase price, plus or minus prorations, by cashier's check payable to the Escrowee or by wire transfer of funds Escrowee.

3. **Closing:** The time of closing shall be on or before October 30, 2023, or on the date, if any, to which the time is extended by reasons of any terms set forth in this Agreement becoming operative, or on a date mutually agreed upon by the parties. Unless mutually agreed otherwise, the closing shall take place at the offices of Chicago Title Insurance Company located at 2000 W. Galena Blvd, Aurora, Illinois, provided title is shown to be good or accepted by Buyer. The escrow closing fee of the title insurance company shall be paid one-half (1/2) by the Buyer and one-half (1/2) by the Seller; except Buyer shall pay any closing and/or title fees incurred as a result of Buyer's financing of this transaction in whole or in part.

4. Possession: Buyer understands and acknowledges that Seller has leased the Property for the 2023 crop year. Seller shall deliver actual possession of the Property to Buyer at the conclusion of the closing subject to the existing farm lease. Buyer shall be responsible for terminating the farm lease.

5. Conveyance of Title: Seller agrees to convey title to the Property to Buyer or Buyer's nominee by a recordable stamped Trustee's Quit Claim Deed subject to the following "Permitted Title Exceptions": (a) all general real estate taxes and special assessments not yet due or payable; (b) covenants, conditions, restrictions, easements, and all other matters now of record; (c) building, use, and occupancy restrictions, if any; (d) building and zoning laws and ordinances; (e) drainage ditches, feeders, laterals, pipes, and other conduit; (f) conveyances or reservations of water, oil, gas, coal, minerals, and mining rights, if any, of record; (g) rights of the public, the State of Illinois, and the municipality in and to that part of the Land, if any, taken or used for road purposes, together with utility rights; (h) rights of adjoining and contiguous land owners to have maintained the uninterrupted flow of the waters of any stream, creek, or waterway; and (i) existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees; all of which shall be considered permitted title exceptions. In addition, at the time of closing, Seller shall provide the appropriate Real Estate Transfer Tax Declarations or exemption certificates in compliance with the provisions of any applicable state, county or local governmental transfer tax or ordinance or similar applicable laws and ordinances, an Affidavit of Title, an ALTA Statement, a Plat Act Affidavit, and any other documents deemed necessary for the conveyance. The Seller shall pay any and all state, county and local transfer taxes on the sale and transfer of the Property.

6. Title/Plat of Survey: Within a reasonable time after Seller's acceptance of this Agreement, Seller, at Seller's expense, shall deliver or cause to be delivered to Buyer or Buyer's attorney a title commitment for an Owner's Title Insurance Policy issued by Chicago Title Insurance Company in the amount of the purchase price, covering title to the real estate and showing title in the Seller.

At least 10 days prior to Closing, Seller, at Seller's expense, shall obtain and deliver to Buyer or Buyer's attorney a Plat of Survey of the Property that conforms to the current Minimum Standards of Practice for boundary surveys, dated not more than six 6 months prior to the date of closing, prepared by a professional land surveyor licensed to practice land surveying in the State of Illinois. The Plat of Survey shall be certified by the surveyor to the Seller, Buyer and the title insurance company. The Plat of Survey shall show all visible evidence of improvements, roads, rights of way, easements, use, and measurements of all parcel lines. The surveyor shall set monuments or witness corners at all accessible corners of the Property. All such corners shall also be visibly staked or flagged. The Plat of Survey shall include the following statement placed near the professional land surveyor's seal and signature: "This professional service conforms to the current Illinois Minimum Standards for a boundary survey."

Within 7 days after Buyer's receipt of the title commitment and survey Buyer shall notify Seller or Seller's attorney in writing of any defects, encumbrances, encroachments or other conditions not acceptable to Buyer. Any defects, encumbrances, encroachments or other conditions not objected to by Buyer within the 7 day period shall be deemed additional "Permitted Title Exceptions." If the title commitment or the survey disclose unpermitted exceptions or conditions unacceptable to Buyer, Seller shall have 30 days from the date of delivery of Buyer's objection notice to have such exceptions or conditions removed from the commitment or to

have the title insurance company commit to insure against loss or damage that may be occasioned by such exceptions or conditions and the closing date shall be postponed accordingly. If at the end of the 30 day period Seller fails or refuses to have the unpermitted exceptions or unacceptable conditions removed or insured against, Buyer may elect, upon written notice to Seller within 10 days after expiration of the 30 day period to accept title as it then is with the right to deduct from the purchase price at the time of closing, liens or encumbrances of a definite or ascertainable amount, in which event, the term “permitted title exceptions” shall include any title exceptions which have been accepted by Buyer. If Buyer elects to accept title as it then is, the closing shall occur not later than 5 days after Buyer so elects. If Buyer does not elect to accept title as it then is, this Agreement shall terminate and any and all earnest money shall be returned to Buyer.

7.. Title at Closing: At the Closing, the Seller shall deliver and Buyer shall accept title to the Property and consummate the transaction contemplated by this Agreement subject to (a) title exceptions created by Buyer, and (b) the Permitted Title Exceptions. As a condition to Buyer’s obligations under this Agreement, the title company shall issue to Buyer an ALTA owner’s title insurance policy with coverage in an amount not less than the Purchase Price, which title policy may consist of a marked title commitment, insuring as of the closing date that title to the Property is vested in Buyer as of the date of recording of the deed, subject only to the Permitted Title Exceptions and title exceptions created by Buyer, which title insurance policy shall be effective as of the closing date. Seller shall be responsible to pay the premiums charged by the title company for the title policy, including the cost of those endorsements required to cure title exceptions that Seller has agreed to insure over, and Buyer shall be responsible to pay the premiums charged for all other endorsements to the title policy requested by Buyer or Buyer’s lender. The Seller and Buyer shall deliver to the title company all affidavits and undertakings reasonably requested by the title company for the issuance of the title policy.

8. Real Estate Taxes: At or prior to closing, the Seller shall pay in full the unpaid real estate taxes and special assessments for the 2022 tax year and prior years. At closing, the Seller shall give Buyer a credit for the 2023 general real estate taxes and special assessments accrued to the date of Closing. The credit for the 2023 real estate taxes shall be based upon 100% of the actual 2022 real estate taxes paid in 2023.

9. Cash Rent: Seller shall receive 100 % of the unpaid cash rent for the 2023 crop year.

10. Government Agricultural Program Payments:

(a) If applicable, Buyer shall continue to honor any existing government agricultural program contracts affecting the real estate and agrees to indemnify and hold Seller harmless for any damage Seller may sustain by reason of any failure by Buyer to keep or perform any of the covenants and obligations provided to be kept or performed under the terms and conditions of any government agricultural program contracts entered into by Seller.

(b) Seller shall receive the landowner share of annual government program payments (e.g ARC/PLC) for the 2023 crop year and Buyer shall receive the landowner share of annual government program payments for the 2024 crop year.

(c) Seller shall receive the landowner share of government conservation program payments (e.g. CRP) for the 2023 crop year and Buyer shall receive the landowner share of

government conservation program payments for the 2024 crop year.

11. Mineral Rights. If applicable, Seller shall convey or assign to Buyer all of Seller's water, oil, gas, coal, mineral, and mining rights not conveyed of record.

12. Tax Deferred Exchange: Seller and Buyer agree to cooperate with each other in effecting for the benefit of either party a delayed like-kind exchange of real property pursuant to Section 1031 of the United States Internal Revenue Code and similar provisions of applicable state law; provided that (i) neither party is obligated to delay the closing hereunder, (ii) neither party is obligated to execute any note, contract, deed or other document not otherwise expressly provided for in this Agreement providing for any personal liability, and (ii) neither party is obligated to take title to any property other than the Property as otherwise contemplated in this Agreement or incur additional expense for the benefit of the other party. Each party shall indemnify and hold the other harmless against any liability which arises or is claimed to have arisen on account of any exchange proceeding which is initiated on behalf of the indemnifying party.

13. As Is Condition: Buyer has had the opportunity to inspect the Property and all improvements thereon and agrees to accept the Property in "AS IS, WHERE IS, WITH ALL FAULTS" condition, as of the date of this Agreement. Except as otherwise stated in this Agreement, Buyer acknowledges that no representations, warranties or guarantees with respect to the condition of the Property or any of the improvements thereon have been made by Seller.

14. Real Estate Broker: At closing, Seller shall pay a broker's commission to Hertz Real Estate Services, the listing broker, pursuant to the terms of the written listing agreement.

15. Assignability: Buyer may assign all of its rights and obligations hereunder, without the written consent of the Seller, to any entity which is owned, controlled, managed or advised by Buyer or any affiliate of Buyer. Any assignee of Buyer shall assume all of the obligations of Buyer and Buyer shall not be relieved of liability under this Agreement and the earnest money deposit shall not be released or otherwise adversely affected as a result of any such assignment.

16. Notices: All notices required pursuant to this Agreement shall be in writing and signed by either the party or his attorney. Notice shall be given to the other party or his attorney if indicated or known by: (a) certified or registered mail, return receipt requested, and sent either to the address of the party or his attorney set forth herein, in which case notice shall be effective on the date of receipt; (b) personally served upon the other party or his attorney, in which case notice shall be effective on the date of delivery; or (c) fax or email transmission. Notice by fax or email transmission shall be effective on the date of transmission if received by the other party no later than 5:00 p.m. Central Time. Notice to any one party of a multiple person party shall be sufficient service to all. The addresses of the parties and their attorneys are set forth below:

BUYER:

SELLER:

Old Second National Bank Wealth Manage  
37 S. River St.  
Aurora IL 60506

Buyer's Attorney:

Seller's Attorney:

Richard M. Furgason  
Dreyer, Foote, Streit, Furgason & Slocum, PA  
1999 West Downer Place, Ste 101  
Aurora, Illinois 60506  
Phone: (630)897-8764  
Fax: (630)897-1735  
Email: rfurgason@dreyerfoote.com

17. Default: If either Seller or Buyer defaults, the non-defaulting party is free to pursue any legal remedies available at law or in equity to enforce or interpret this Agreement. The prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party. The court or adjudicator overseeing the litigation shall determine who the prevailing party is.

18. Governmental Notices: Seller represents that Seller has not received any notice from any governmental body of any ordinance, zoning or building code violation, condemnation proceeding or pending rezoning or special assessment proceedings or special service areas affecting the Property.

19. Special Assessment: Seller represents and warrants that there are no unpaid special assessments against the Property for improvements completed for the benefit of the Property.

20. Eminent Domain: If prior to closing any eminent domain proceedings are initiated which might result in the taking of any part of the Property, or if Seller receives written notice from a governmental or quasi-governmental authority or public utility which states that such an action is contemplated, Buyer may either (a) terminate this Agreement and if so terminated, all earnest money paid by Buyer shall be immediately returned to Buyer; or, (b) consummate the transaction described in this Agreement, in which event Seller shall assign to Buyer all of Seller's right, title and interest in and to any award made in connection with such eminent domain proceedings. Seller shall immediately notify Buyer in writing of the occurrence of any eminent domain proceedings or the receipt of a written notice that such action is contemplated. Buyer shall then notify Seller within 30 days of Buyer's receipt of the Seller's notice whether Buyer elects to exercise its rights under clause (a) or clause (b) of this paragraph.

21. Return of Earnest Money: If the transaction does not close and the Escrowee is holding earnest money in its escrow account on behalf of the Buyer and Seller, the earnest money will be returned or held by Escrowee in accordance with the following terms:

(a). The Escrowee 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 the 30

day period, Buyer and Seller shall be considered to 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 the earnest money in accordance with the above written procedures, Buyer and Seller are considered to have consented to the distribution of the earnest money funds.

(d). If 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. Attorney Review: (check if applicable ) The parties shall have until 5:00 p.m. Central Time on \_\_\_\_\_, 2023 ("Review Period") to have the Agreement reviewed by their 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 Agreement is given to the other party within the Review Period, this Agreement shall be null and void and of no force and effect. Upon termination, any earnest money deposited with the Escrowee shall be refunded to Buyer. If written notice is not served within the Review Period, this provision shall be deemed waived by the parties and this Agreement shall remain in full force and effect.

23. Binding Agreement: This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legatees, personal representatives, successors and permitted assigns.

24. Modifications: This Agreement contains the entire agreement of the parties and shall not be construed or modified except by written agreement of all of the parties.

25. Headings: The caption headings contained herein are for convenience only and shall not be construed as delimiting or modifying the provisions of the text of any portion of this Agreement.

26. Severability: If any provision of this Agreement or the application of any such provision to any state of fact shall be declared to be illegal, unenforceable, or contrary to the public policy, then such provision or application, as the case may be, shall be deemed null and void and severed from this Agreement, but this Agreement shall continue in full force and effect as to all other provisions.

27. RESPA: Both parties hereto agree to furnish all information and documents, if any, required in order to comply with the Real Estate Settlement Procedure Act of 1974 and with Regulation X, if applicable, and any amendments thereto.

28. Risk of Loss: The provisions of the Uniform Vendor and Buyer Risk Act of the State of Illinois shall be applicable to this Agreement.

29. Section 1445 of the Internal Revenue Code: Seller represents that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirement of the Section. Seller will furnish Buyer at closing the Exemption Certification set forth in the Section.

30. Time: Time is of the essence of this Agreement.

31. Construction of Agreement: This Agreement and its terms shall be construed, interpreted and governed by the law of the State of Illinois.

32. Counterparts/Facsimile Signature: This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If the Agreement is signed in counterparts, no signatory shall be bound until all parties named below have signed a counterpart of this Agreement. Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

33. Contract Acceptance Period. Buyer's offer shall be accepted by Seller in writing on or before \_\_\_\_\_ am / pm on \_\_\_\_\_, 2023, or Buyer's offer shall become null and void at the option of the Buyer upon written notice to Seller.

The parties have signed this Agreement on the date entered below the party's signature.

**SELLER:**

Old Second National Bank, not individually but as successor trustee of the James Bannister Revocable Trust Number One and the Christine Bannister Revocable Trust Number One

By: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

**BUYER:**

\_\_\_\_\_

Date of Offer: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

DRAFT: Non-Executable