



CONTRACT TO PURCHASE AGRICULTURAL LAND
REALTORS® Land Institute
Illinois Chapter

This is a legally binding contract. If you do not understand it, seek legal advice.

This agreement is entered into between:

Seller(s) Lois Becker Estate and Vernon Becker Trust
Mailing Address _____ Zip _____, and Buyer(s) _____

Address _____ Zip _____, who

Contract(s) to purchase the following described real estate commonly known as: Lois Becker Estate and Vernon Becker Trust
Parcel Identification Number(s): 07-32-200-004 and legally described as: See "Exhibit A" (or see legal description attached) including any improvements, and the following listed fixtures located thereon: None
(or see inventory attached) which shall be left in and upon said premises, subject to reasonable wear and tear. (the "Property")

1. CONTRACT SALES PRICE AND TERMS

Purchase Price \$ _____
or 81.054 surveyed acres 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

1. 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 December 17, 20 24, 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 on or before December 17, 20 24. Seller will / will not (strike one), 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 20 23 real estate taxes, special assessments due and payable in 20 24 have been paid by Seller.

The 20 24 real estate taxes, special assessments due and payable in 20 25 shall be paid by Seller.

If payment is the responsibility of the Seller, (a) _____ taxes will be paid at closing, or (b) X Buyer shall be credited for the 20 24 real estate taxes at closing, based upon the most current and available information, including confirmed multipliers.

~~The 20 _____ real estate taxes, special assessments due and payable in 20 _____ shall be _____ prorated to the date of closing or _____ prorated to _____, 20 _____, and a credit given to buyer at closing.~~

~~The 20 _____ 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 / Buyer (strike one) shall receive the Landowner share of the crop or 100 % of the total cash rent for the 20 24 crop year.

Seller / Buyer (strike one) shall receive the Landowner share of the crop or 100 % of the total cash rent for the 20 25 crop year.

Seller / Buyer (strike one) shall pay 100 % of the Landowner's share of the 20 24 crop expenses.

Seller / Buyer (strike one) shall pay 100 % or \$ _____ of the Landowner's share of the 20 25 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 **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 / Buyer (strike one)** shall receive the landowner share of ARC/PLC government program payments for the 20 24 crop year.

Seller / Buyer (strike one) shall receive the landowner share of ARC/PLC government program payments for the 20 25 crop year.

~~Current Tenant _____ / shall receive the landowner share of ARC/PLC government program payments for the 20 _____ crop year.~~

C. **Seller / Buyer (strike one)** shall receive the landowner share of government conservation program payments for the 20 _____ crop year.

Seller / Buyer (strike one) shall receive the landowner share of government conservation program payments for the 20 _____ 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.):

None.

7. LEASE ASSIGNMENT / TERMINATION:

A. There **is / is not (strike one)** currently a tenant in possession of the Property. Seller **shall / shall not (strike one)** be responsible for the assignment of the current farm lease with the tenant in possession of the Property to the Buyer.

B. Seller **shall / shall not (strike one)** 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 _____)

The parties shall have until 5:00 p.m. Central Time on _____ 20 _____ ("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 / Buyer (strike one)**.

C. Recording fees imposed on the recording of the deed shall be paid by **Seller / Buyer (strike one)**.

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)

Seller / Buyer (strike one) shall secure a boundary survey by a licensed land surveyor at 100 % Seller's 0 % Buyer's expense, dated within six (6) months prior to Closing. Final Purchase Price **will / will not (strike one)** be based upon surveyed acres. If the survey shows other than the permissible exceptions described in Paragraph 14, 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. WIND/SOLAR/CARBON CONTRACTS:

- A. The Property ~~is~~ / **is not (strike one)** subject to a wind energy contract, wind energy lease, wind energy option, wind energy easement or similar obligations which shall be assigned by Seller to the Buyer at Closing.
- B. The Property ~~is~~ / **is not (strike one)** subject to a solar energy contract, solar energy lease, solar energy option, solar energy easement or similar obligations which shall be assigned by the Seller to Buyer at Closing.
- C. The Property ~~is~~ / **is not (strike one)** subject to a carbon credit program or carbon sequestration agreement which shall be assigned by Seller to Buyer at Closing.

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 Contract, 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 ~~Sellers / Buyers (strike one)~~ Broker / X Other agreed to party, namely, Marshall County Title Company, as "Escrowee". Initial Earnest Money of \$_____ shall be tendered to Escrowee on or before 3 (three) 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 X and/or Buyer X 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

Attorney Email Address _____

Attorney Email Address _____

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 Number _____

Email Address _____

Real Estate Brokers for this transaction are:

Hertz Real Estate Services
Listing Broker

By Agent Brian Massey

700 West Bridge St., PO Box 467
Address

Monticello, IL 61856
Address

217-762-9881
Phone #

BrianM@Hertz.ag
Email Address

Hertz Real Estate Services
Listing Broker

By Agent Spencer Smith

700 West Bridge St., PO Box 467
Address

Monticello, IL 61856
Address

217-762-9881
Phone #

SpencerS@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-Executable

Plat of Survey

STATE OF ILLINOIS)
)SS
 COUNTY OF LASALLE)

I, Kenneth A. Giordano, Illinois Professional Land Surveyor, do hereby state that to the best of my knowledge and belief, that the plat drawn hereon is a true and correct representation of a survey made under my direction at the request of the Lois Becker Estate. I further state that I have made no independent search for records of ownership, or title search may disclose as part of this survey, but I have relied upon the materials and representations supplied to me by the owners or owners representative and that a current title commitment was not furnished to me as part of this survey. This professional service conforms to the current Illinois Minimum Standards for a boundary survey.

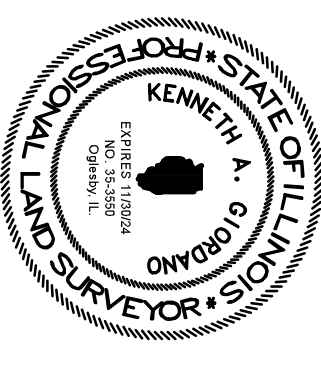
Deed Description of Property Surveyed

Parcel #1

The Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section Thirty-Two (32), in Township Thirty (30) North, Range One (1) East of the Third Principal Meridian, in Evans Township, containing 40 acres of land more or less, and

The North Half (N 1/2) of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section 32, Township 30 North, Range 1 East of the Third Principal Meridian, Marshall County, Illinois.

Kenneth A. Giordano
 Kenneth A. Giordano
 Illinois Professional Land Surveyor
 No. 35-3550
 k.giordano@ivsurveying.com



Legend

- Recovered Iron Pipe
- ◆ Recovered Iron Bar
- ◊ Recovered Nail
- ⊙ Recovered Stone
- ⊕ Recovered Brass Monument
- ⊖ Set Mag Nail in Pavement
- Set 3/4" Pipe
- Boundary of Property
- Existing Fence
- Measured Bearing and Distance
- Measured Distance

Survey Notes

- Field work completed on 9/22/2024
- Document # 073923 - Quitclaim Deed recorded on 3/2/1999 in the Marshall County Records Office was used as a basis for this survey.
- Measured Bearings Reference Illinois West Zone Coordinate System and are on the North American Datum of 1983 (NAD 83) in U.S. Survey Feet.
- Compare your points before using same and report any differences immediately. Check legal description with deed or title policy and report any discrepancy immediately.

ILLINOIS VALLEY SURVEYING & CONSULTANTS, INC

PROFESSIONAL LAND SURVEYING - PROFESSIONAL ENGINEERING
 P.O. BOX 302
 HENNEPIN, ILLINOIS 61927
 815-925-7511
 www.IVSURVEYING.com
 DESIGN FIRM LICENSE: ILLINOIS #184-004102

DATE: 11/1/2024 FILE #: 3001.24.04 SCALE: 1"=200' DRAWING: LBE



County Road 2700 East
 Illinois Route 117



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REALTORS® Land Institute
Illinois Chapter

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Mailing Address _____ Zip _____, and Buyer(s) _____ Mailing
Address _____ Zip _____, who
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Parcel Identification Number(s): Part of 07-32-400-001 and legally described as: See "Exhibit A" (or see legal description attached)
including any improvements, and the following listed fixtures located thereon: None
(or see inventory attached) which shall be left in and upon said premises, subject to reasonable wear and tear. (the "Property")

1. CONTRACT SALES PRICE AND TERMS

Purchase Price \$ _____
or 77.871 surveyed acres at \$ _____/acre
Earnest Money Deposit \$ _____
Balance Due at Closing subject to adjustments provided herein \$ _____

2. METHOD OF PAYMENT: (Check Applicable Statements)

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None.

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~~— 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 ~~Sellers / Buyers (strike one)~~ Broker / X Other agreed to party, namely, Marshall County Title Company, as "Escrowee". Initial Earnest Money of \$_____ shall be tendered to Escrowee on or before 3 (three) 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 X and/or Buyer X 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 in writing on or before _____ am / pm on _____, 20____ or this Offer shall become null and void at the option of the Buyer.

Seller does hereby accept the foregoing Contract this _____, 20_____.

_____ 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 –

Buyer Signature

Date

Seller Signature –

Buyer Phone Number

Seller Phone Number

Buyer Email Address

Seller Email Address

Attorney Name

Sam Erkonen

Attorney Name

Attorney Address

24014 Renwick Rd, Suite 105, Plainfield, IL 60544

Attorney Address

Attorney Phone Number

815-919-6580

Attorney Phone Number

Attorney Email Address _____

Attorney Email Address _____

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 Number _____

Email Address _____

Real Estate Brokers for this transaction are:

Hertz Real Estate Services
Listing Broker

Hertz Real Estate Services
Listing Broker

By Agent Brian Massey

By Agent Spencer Smith

700 West Bridge St., PO Box 467
Address

700 West Bridge St., PO Box 467
Address

Monticello, IL 61856
Address

Monticello, IL 61856
Address

217-762-9881
Phone #

217-762-9881
Phone #

BrianM@Hertz.ag
Email Address

SpencerS@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-Executable

Plat of Survey

STATE OF ILLINOIS)
) SS
 COUNTY OF LASALLE)

I, Kenneth A. Giordano, Illinois Professional Land Surveyor, do hereby state that to the best of my knowledge and belief that the plat drawn hereon is a true and correct representation of a survey made under my direction at the request of the Lois Becker Estate. I further state that I have made no independent search for records of ownership, or title search may disclose as part of this survey, but I have relied upon the materials and representations supplied to me by the owners or owners representative and that a current title commitment was not furnished to me as part of this survey. This professional service conforms to the current Illinois Minimum Standards for a boundary survey.

Description of Property Surveyed

Parcel #2

That part of the West half of the Southeast Quarter of Section 32, Township 30 North, Range 1 East of the Third Principal Meridian described as follows:

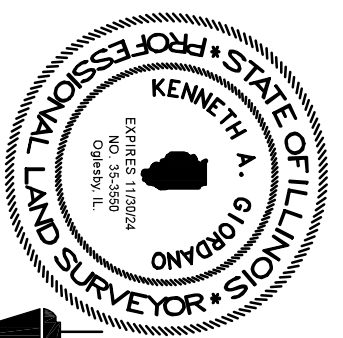
Commencing at the Southwest corner of the Southeast Quarter of said Section 32; thence North 00 degrees 39 minutes 44 seconds West 431.10 feet along the West line of the Southeast Quarter of said Section 32 to the Point of Beginning; thence continuing North 00 degrees 39 minutes 44 seconds West 2223.87 feet along said West line to the Northwest corner of the Southeast Quarter of said Section 32; thence South 89 degrees 26 minutes 13 seconds East 1329.89 feet along the North line of the Southeast Quarter of said Section 32; thence East 1329.89 feet along the North line of the Southeast Quarter of said Section 32 to the Northeast corner of the West Half of the Southeast Quarter of said Section 32; thence South 00 degrees 42 minutes 07 seconds East 1335.12 feet along said East line to a stone marking the Northwest corner of the Southeast Quarter of the Southeast Quarter of said Section 32; thence South 00 degrees 33 minutes 53 seconds East 1325.60 feet along said East line to the Southeast corner of said West Half; thence North 89 degrees 11 minutes 19 seconds West 998.92 feet along the South line of the Southeast Quarter of said Section 32; thence North 00 degrees 39 minutes 45 seconds West 431.10 feet, thence North 89 degrees 11 minutes 19 seconds West 329.76 feet to the Point of Beginning containing 77.871 acres more or less and all situated in the Township of Evans, Marshall County, Illinois.

Legend

- Recovered Iron Pipe
- Recovered Iron Bar
- ◆ Recovered Nail
- ⊕ Recovered Stone
- ⊙ Recovered Brass Monument
- ⊖ Set Mag Nail in Pavement
- Set 3/4" Pipe
- Boundary of Property
- Existing Fence
- Measured Bearing and Distance
- Measured Distance

Survey Notes

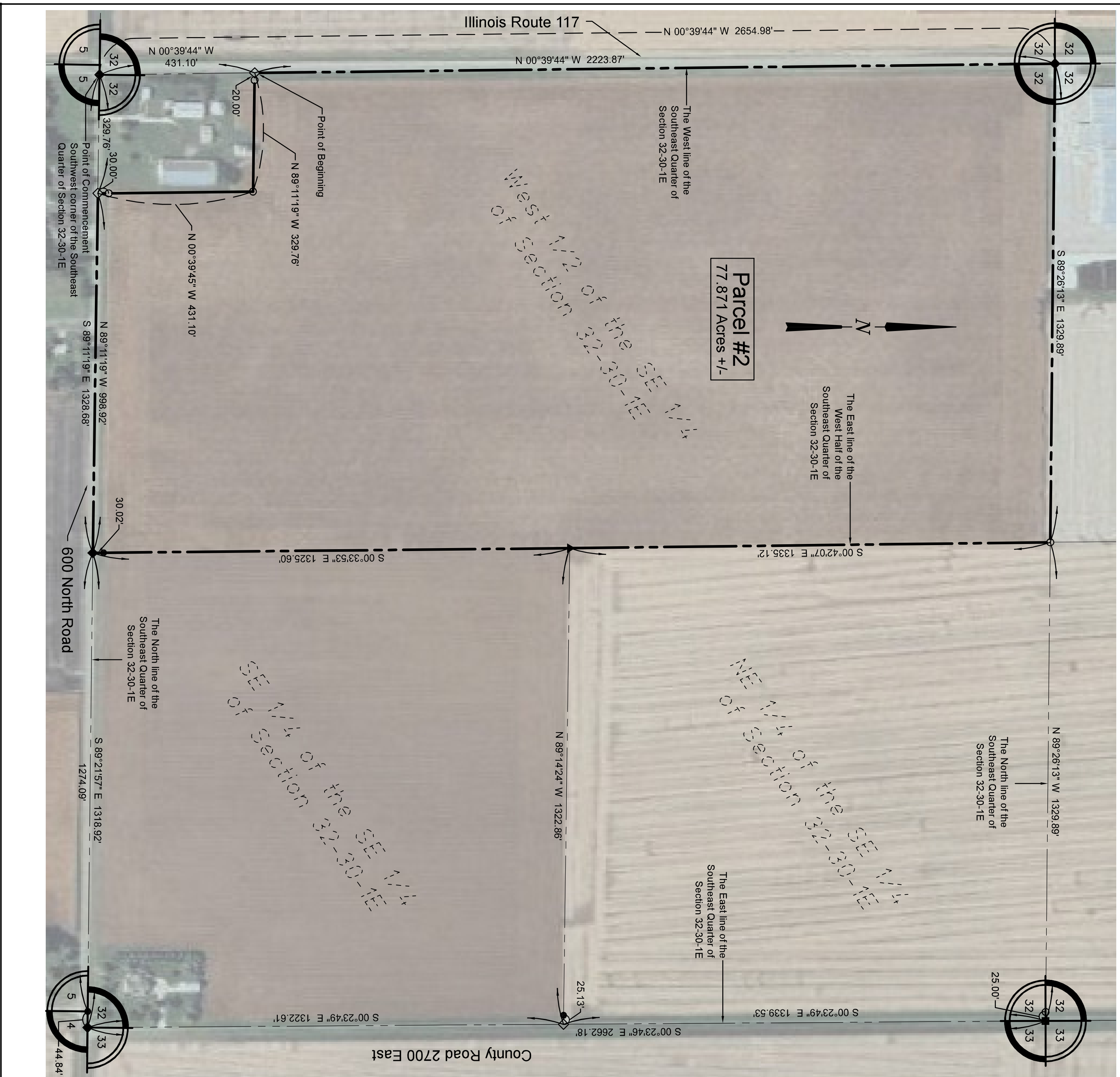
- Field work completed on 9/22/2024.
- Document # 073923 - Quitclaim Deed recorded on 03/02/1999 in the Marshall County Records Office was used as a basis for this survey.
- Measured Bearings Reference Illinois West Zone Coordinate System and are on the North American Datum of 1983 (NAD 83) in U.S. Survey Feet.
- Compare your points before using same and report any differences immediately. Check legal description with deed or title policy and report any discrepancy immediately.



Kenneth A. Giordano
 Kenneth A. Giordano
 Illinois Professional Land Surveyor
 No. 35-3550
 k.giordano@ivssurveying.com

ILLINOIS VALLEY SURVEYING & CONSULTANTS, INC
 PROFESSIONAL LAND SURVEYING - PROFESSIONAL ENGINEERING
 2584 EAST 390TH ROAD, SUITE 100
 OGLESBY, ILLINOIS 61348
 815-780-8344
 P.O. BOX 302
 HENNERPIN, ILLINOIS 61927
 815-925-7511
 www.IVSURVEYING.com
 DESIGN FIRM LICENSE: ILLINOIS #184-004102

DATE: 11/1/2024 FILE #: 3001.24.04 SCALE: 1"=200' DRAWING: LBE





CONTRACT TO PURCHASE AGRICULTURAL LAND
REALTORS Land Institute
Illinois Chapter

This is a legally binding contract. If you do not understand it, seek legal advice.

This agreement is entered into between:

Seller(s) _____ Mailing Address _____
Zip _____, and Buyer(s) _____ Mailing Address _____

Contract(s) to purchase the following described real estate commonly known as: Lois Becker Estate and Vernon Becker Trust, Parcel Identification Number(s): 07-30-300-003 and legally described as: See "Exhibit A" (or see legal description attached) including any improvements, and the following listed fixtures located thereon: None (or see inventory attached) which shall be left in and upon said premises, subject to reasonable wear and tear. (the "Property")

1. CONTRACT SALES PRICE AND TERMS

Purchase Price \$ _____
or 68.475 surveyed acres 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

1. 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 December 17, 20 24, 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 on or before December 17, 20 24. Seller will / will not (strike one), 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 20 23 real estate taxes, special assessments due and payable in 20 24 have been paid by Seller.

The 20 24 real estate taxes, special assessments due and payable in 20 25 shall be paid by Seller.

If payment is the responsibility of the Seller, (a) _____ taxes will be paid at closing, or (b) X Buyer shall be credited for the 20 24 real estate taxes at closing, based upon the most current and available information, including confirmed multipliers.

~~The 20 _____ real estate taxes, special assessments due and payable in 20 _____ shall be _____ prorated to the date of closing or _____ prorated to _____, 20 _____, and a credit given to buyer at closing.~~

~~The 20 _____ 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 / Buyer (strike one) shall receive the Landowner share of the crop or 100 % of the total cash rent for the 20 24 crop year.

Seller / Buyer (strike one) shall receive the Landowner share of the crop or 100 % of the total cash rent for the 20 25 crop year.

Seller / Buyer (strike one) shall pay 100 % of the Landowner's share of the 20 24 crop expenses.

Seller / Buyer (strike one) shall pay 100 % or \$ _____ of the Landowner's share of the 20 25 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 **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 / Buyer (strike one)** shall receive the landowner share of ARC/PLC government program payments for the 20 24 crop year.

Seller / Buyer (strike one) shall receive the landowner share of ARC/PLC government program payments for the 20 25 crop year.

~~Current Tenant _____ / shall receive the landowner share of ARC/PLC government program payments for the 20 _____ crop year.~~

C. **Seller / Buyer (strike one)** shall receive the landowner share of government conservation program payments for the 20 _____ crop year.

Seller / Buyer (strike one) shall receive the landowner share of government conservation program payments for the 20 _____ 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.):

None.

7. LEASE ASSIGNMENT / TERMINATION:

A. There **is / is not (strike one)** currently a tenant in possession of the Property. Seller **shall / shall not (strike one)** be responsible for the assignment of the current farm lease with the tenant in possession of the Property to the Buyer.

B. Seller **shall / shall not (strike one)** 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 _____)

The parties shall have until 5:00 p.m. Central Time on _____ 20 _____ ("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 / Buyer (strike one)**.

C. Recording fees imposed on the recording of the deed shall be paid by **Seller / Buyer (strike one)**.

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)

Seller / Buyer (strike one) shall secure a boundary survey by a licensed land surveyor at 100 % Seller's 0 % Buyer's expense, dated within six (6) months prior to Closing. Final Purchase Price **will / will not (strike one)** be based upon surveyed acres. If the survey shows other than the permissible exceptions described in Paragraph 14, 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. WIND/SOLAR/CARBON CONTRACTS:

- A. The Property ~~is~~ / **is not (strike one)** subject to a wind energy contract, wind energy lease, wind energy option, wind energy easement or similar obligations which shall be assigned by Seller to the Buyer at Closing.
- B. The Property ~~is~~ / **is not (strike one)** subject to a solar energy contract, solar energy lease, solar energy option, solar energy easement or similar obligations which shall be assigned by the Seller to Buyer at Closing.
- C. The Property ~~is~~ / **is not (strike one)** subject to a carbon credit program or carbon sequestration agreement which shall be assigned by Seller to Buyer at Closing.

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 ~~Sellers / Buyers (strike one)~~ Broker / X Other agreed to party, namely, Marshall County Title Company, as "Escrowee". Initial Earnest Money of \$_____ shall be tendered to Escrowee on or before 3 (three) 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 X and/or Buyer X 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

Attorney Email Address

Attorney Email Address

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 Number

Email Address

Real Estate Brokers for this transaction are:

Hertz Real Estate Services
Listing Broker

By Agent Brian Massey

700 West Bridge St., PO Box 467
Address

Monticello, IL 61856
Address

217-762-9881
Phone #

BrianM@Hertz.ag
Email Address

Hertz Real Estate Services
Listing Broker

By Agent Spencer Smith

700 West Bridge St., PO Box 467
Address

Monticello, IL 61856
Address

217-762-9881
Phone #

SpencerS@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-Executable

Plat of Survey

STATE OF ILLINOIS)
) SS
 COUNTY OF LASALLE)

I, Kenneth A. Giordano, Illinois Professional Land Surveyor, do hereby state that to the best of my knowledge and belief, that the plat drawn hereon is a true and correct representation of a survey made under my direction at the request of the Lois Becker Estate. I further state that I have made no independent search for records of ownership, or title search may disclose as part of this survey, but I have relied upon the materials and representations supplied to me by the owners or owners representative and that a current title commitment was not furnished to me as part of this survey. This professional service conforms to the current Illinois Minimum Standards for a boundary survey.

Deed Description of Property Surveyed

Parcel #3

The South Half of the Southwest Quarter of Section 30, Township 30 North, Range 1 East of the Third Principal Meridian, Marshall County, Illinois, excepting therefrom a strip 100 feet in even width off of the entire East side thereof.

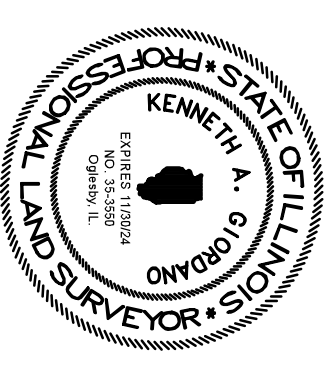
Legend

- Recovered Iron Pipe
- ◆ Recovered Iron Bar
- ▲ Recovered Nail
- ⊕ Recovered Stone
- ⊗ Recovered Brass Monument
- ⊠ Set Mag Nail in Pavement
- Set 5/8" Iron Bar
- Set 3/4" Pipe
- Boundary of Property
- Existing Fence
- Measured Bearing and Distance
- Measured Distance

Survey Notes

- Field work completed on 9/22/2024.
- Document # 073923 - Quitclaim Deed recorded on 03/02/1999 in the Marshall County Recorders Office was used as a basis for this survey.
- This parcel is subject to the dedication of right of way by Jobst Schulte and Emma Schulte, husband and wife, to the State of Illinois, which dedication of right of way is dated July 25 th A.D. 1922, was filed for record on July 27th, A.D. 1922, at 8:00 a.m. and is recorded in Book 108 at page 585 in the Recorder's Office of Marshall County, Illinois.
- Measured Bearings Reference Illinois West Zone Coordinate System and are on the North American Datum of 1983 (NAD 83) in U.S. Survey Feet.
- Compare your points before using same and report any differences immediately. Check legal description with deed or title policy and report any discrepancy immediately.

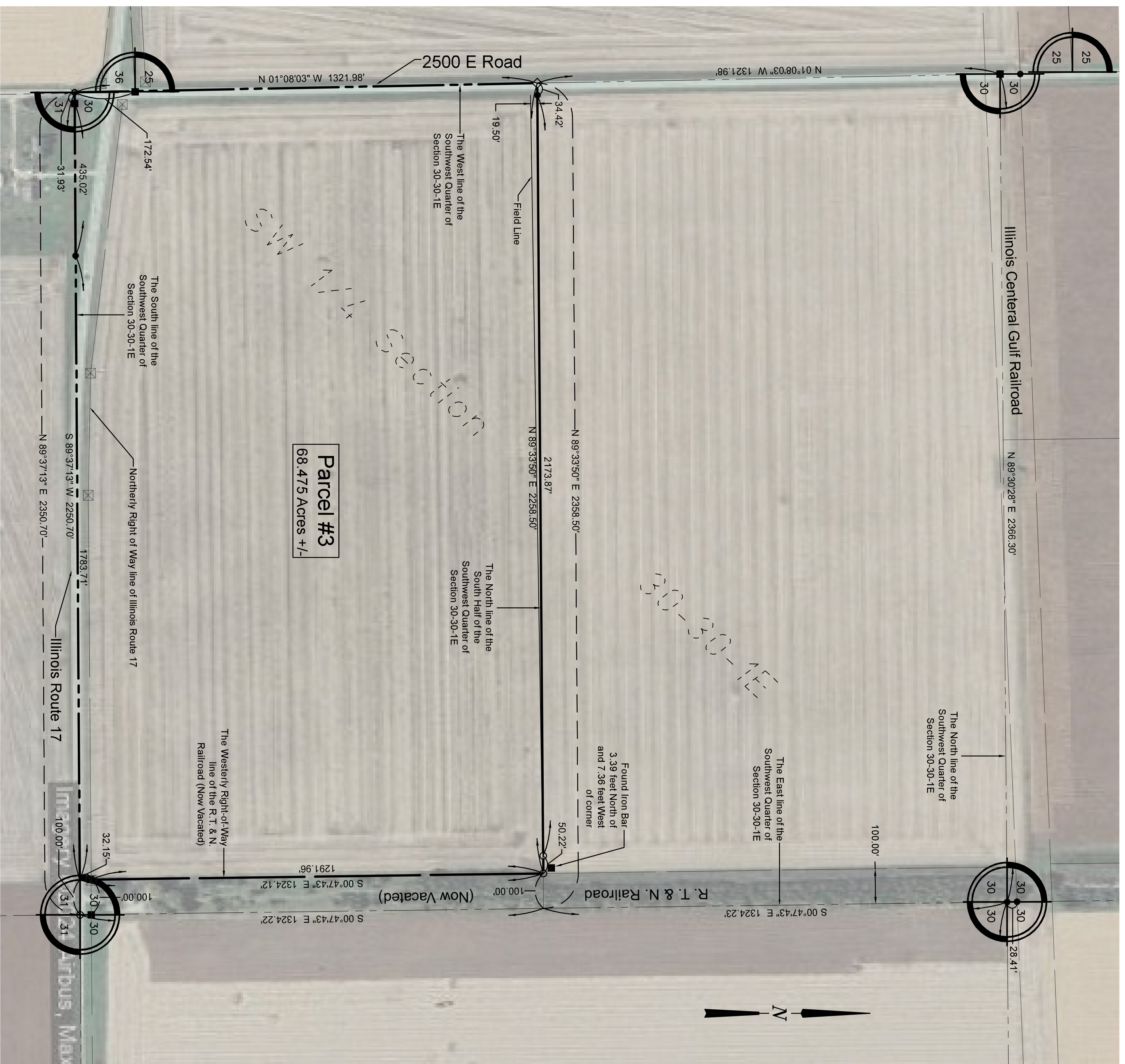
Kenneth A. Giordano
 Kenneth A. Giordano
 Illinois Professional Land Surveyor
 No. 35-3550
 k.giordano@ivsurveying.com



ILLINOIS VALLEY SURVEYING & CONSULTANTS, INC

PROFESSIONAL LAND SURVEYING - PROFESSIONAL ENGINEERING
 2884 EAST 380TH ROAD, SUITE 100
 OGLESBY, ILLINOIS 61348
 815-780-8344
 P.O. BOX 302
 HENNERIN, ILLINOIS 61927
 815-925-7511

DATE: 11/1/2024 FILE #: 3001.24.04 SCALE: 1"=200' DRAWING: LBE





CONTRACT TO PURCHASE AGRICULTURAL LAND
REALTORS® Land Institute
Illinois Chapter

This is a legally binding contract. If you do not understand it, seek legal advice.

This agreement is entered into between:

Seller(s) _____ Mailing Address _____
Zip _____, and Buyer(s) _____

Address _____ Zip _____, who

Contract(s) to purchase the following described real estate commonly known as: Lois Becker Estate and Vernon Becker Trust, Parcel Identification Number(s): Part of 06-36-200-002 and part of 06-36-200-003 and legally described as: See "Exhibit A" (or see legal description attached) including any improvements, and the following listed fixtures located thereon: Building and 2 grain bins (or see inventory attached) which shall be left in and upon said premises, subject to reasonable wear and tear. (the "Property")

1. CONTRACT SALES PRICE AND TERMS

Purchase Price \$ _____

or 82.229 surveyed acres 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

1. 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 December 17, 20 24, 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 on or before December 17, 20 24. Seller will / will not (strike one), 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 20 23 real estate taxes, special assessments due and payable in 20 24 have been paid by Seller.

The 20 24 real estate taxes, special assessments due and payable in 20 25 shall be paid by Seller.

If payment is the responsibility of the Seller, (a) _____ taxes will be paid at closing, or (b) X Buyer shall be credited for the 20 24 real estate taxes at closing, based upon the most current and available information, including confirmed multipliers.

~~The 20 _____ real estate taxes, special assessments due and payable in 20 _____ shall be _____ prorated to the date of closing or _____ prorated to _____, 20 _____, and a credit given to buyer at closing.~~

~~The 20 _____ 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 / Buyer (strike one) shall receive the Landowner share of the crop or 100 % of the total cash rent for the 20 24 crop year.

Seller / Buyer (strike one) shall receive the Landowner share of the crop or 100 % of the total cash rent for the 20 25 crop year.

Seller / Buyer (strike one) shall pay 100 % of the Landowner's share of the 20 24 crop expenses.

Seller / Buyer (strike one) shall pay 100 % or \$ _____ of the Landowner's share of the 20 25 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 **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 / Buyer (strike one)** shall receive the landowner share of ARC/PLC government program payments for the 20 24 crop year.

Seller / Buyer (strike one) shall receive the landowner share of ARC/PLC government program payments for the 20 25 crop year.

Current Tenant _____ / shall receive the landowner share of ARC/PLC government program payments for the 20 _____ crop year.

C. **Seller / Buyer (strike one)** shall receive the landowner share of government conservation program payments for the 20 _____ crop year.

Seller / Buyer (strike one) shall receive the landowner share of government conservation program payments for the 20 _____ 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.):

None.

7. LEASE ASSIGNMENT / TERMINATION:

A. There **is / is not (strike one)** currently a tenant in possession of the Property. Seller **shall / shall not (strike one)** be responsible for the assignment of the current farm lease with the tenant in possession of the Property to the Buyer.

B. Seller **shall / shall not (strike one)** 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 _____)

The parties shall have until 5:00 p.m. Central Time on _____ 20 _____ ("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 / Buyer (strike one)**.

C. Recording fees imposed on the recording of the deed shall be paid by **Seller / Buyer (strike one)**.

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)

Seller / Buyer (strike one) shall secure a boundary survey by a licensed land surveyor at 100 % Seller's 0 % Buyer's expense, dated within six (6) months prior to Closing. Final Purchase Price **will / will not (strike one)** be based upon surveyed acres. If the survey shows other than the permissible exceptions described in Paragraph 14, 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. WIND/SOLAR/CARBON CONTRACTS:

- A. The Property ~~is~~ / **is not (strike one)** subject to a wind energy contract, wind energy lease, wind energy option, wind energy easement or similar obligations which shall be assigned by Seller to the Buyer at Closing.
- B. The Property ~~is~~ / **is not (strike one)** subject to a solar energy contract, solar energy lease, solar energy option, solar energy easement or similar obligations which shall be assigned by the Seller to Buyer at Closing.
- C. The Property ~~is~~ / **is not (strike one)** subject to a carbon credit program or carbon sequestration agreement which shall be assigned by Seller to Buyer at Closing.

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 ~~Sellers / Buyers (strike one)~~ Broker / X Other agreed to party, namely, Marshall County Title Company, as "Escrowee". Initial Earnest Money of \$_____ shall be tendered to Escrowee on or before 3 (three) 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 X and/or Buyer X 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

sam@samerkonen.com

Attorney Email Address

Attorney Email Address

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 Number

Email Address

Real Estate Brokers for this transaction are:

Hertz Real Estate Services
Listing Broker

By Agent Brian Massey

700 West Bridge St., PO Box 467
Address

Monticello, IL 61856
Address

217-762-9881
Phone #

BrianM@Hertz.ag
Email Address

Hertz Real Estate Services
Listing Broker

By Agent Spencer Smith

700 West Bridge St., PO Box 467
Address

Monticello, IL 61856
Address

217-762-9881
Phone #

SpencerS@Hertz.ag
Email Address

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DRAFT - Non-Executable



Plat of Survey

STATE OF ILLINOIS)
 COUNTY OF LASALLE)SS

I, Kenneth A. Giordano, Illinois Professional Land Surveyor, do hereby state that to the best of my knowledge and belief, that the plat drawn hereon is a true and correct representation of a survey made under my direction at the request of the Lois Becker Estate. I further state that I have made no independent search for records of ownership, or title search may disclose as part of this survey, but I have relied upon the materials and representations supplied to me by the owners or owners representative and that a current title commitment was not furnished to me as part of this survey. This professional service conforms to the current Illinois Minimum Standards for a boundary survey.

Description of Property Surveyed

Parcel #4

That part of the Northeast Quarter of Section 36, Township 30 North, Range 1 West of the Third Principal Meridian described as follows:
 Beginning at the Northeast corner of the Northeast Quarter of said Section 36; thence South 01 degrees 10 minutes 37 seconds East 2677.97 feet along the East line of the Northeast Quarter of said Section 36 to the Southeast corner of the Northeast Quarter of said Section 36; thence South 87 degrees 00 minutes 28 seconds West 1336.12 feet along the South line of the Northeast Quarter of said Section 36; thence North 01 degrees 17 minutes 06 seconds West 2676.06 feet to a point on the North line of the Northeast Quarter of said Section 36; thence North 86 degrees 55 minutes 59 seconds East 1341.23 feet along said North line to the Point of Beginning containing 82.229 acres more or less and all situated in the Township of Roberts, Marshall County, Illinois.

Kenneth A. Giordano
 Kenneth A. Giordano
 Illinois Professional Land Surveyor
 No. 35-3550
 k.giordano@ivsurveying.com

Legend

- Recovered Iron Pipe
- ◆ Recovered Iron Bar
- ▲ Recovered Nail
- ⊙ Recovered Stone
- ⊕ Recovered Brass Monument
- ⊖ Set Mag Nail in Pavement
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- Existing Fence
- Measured Bearing and Distance
- Measured Distance

Survey Notes

- Field work completed on 09/22/2024.
- Document # 073923 - Quitclaim Deed recorded on 03/02/1999 in the Marshall County Recorders Office was used as a basis for this survey.
- Measured Bearings Reference Illinois West Zone Coordinate System and are on the North American Datum of 1983 (NAD 83) in U.S. Survey Feet.
- Compare your points before using same and report any differences immediately. Check legal description with deed or title policy and report any discrepancy immediately.

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 815-780-8344

P.O. BOX 302
 HENNINGEN, ILLINOIS 61327
 815-925-7511

www.IVSURVEYING.com
 DESIGN FIRM LICENSE: ILLINOIS #184404102

DATE: 11/1/2024 FILE # 3001.24.04 SCALE: 1"=200' DRAWING: LBE



CONTRACT TO PURCHASE AGRICULTURAL LAND
REALTORS® Land Institute
Illinois Chapter

This is a legally binding contract. If you do not understand it, seek legal advice.

This agreement is entered into between:

Seller(s) _____ Mailing Address _____
Zip _____, and Buyer(s) _____ Mailing Address _____

Contract(s) to purchase the following described real estate commonly known as: Lois Becker Estate and Vernon Becker Trust, Parcel Identification Number(s): Part of 06-36-200-002 and part of 06-36-200-003 and legally described as: See "Exhibit A" (or see legal description attached) including any improvements, and the following listed fixtures located thereon: None (or see inventory attached) which shall be left in and upon said premises, subject to reasonable wear and tear. (the "Property")

1. CONTRACT SALES PRICE AND TERMS

Purchase Price \$ _____
or 82.229 surveyed acres 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

1. 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 December 17, 20 24, 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 on or before December 17, 20 24. Seller will / will not (strike one), 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 20 23 real estate taxes, special assessments due and payable in 20 24 have been paid by Seller. The 20 24 real estate taxes, special assessments due and payable in 20 25 shall be paid by Seller. If payment is the responsibility of the Seller, (a) _____ taxes will be paid at closing, or (b) X Buyer shall be credited for the 20 24 real estate taxes at closing, based upon the most current and available information, including confirmed multipliers. The 20 _____ real estate taxes, special assessments due and payable in 20 _____ shall be _____ prorated to the date of closing or _____ prorated to _____, 20 _____, and a credit given to buyer at closing. The 20 _____ 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 / Buyer (strike one) shall receive the Landowner share of the crop or 100 % of the total cash rent for the 20 24 crop year. Seller / Buyer (strike one) shall receive the Landowner share of the crop or 100 % of the total cash rent for the 20 25 crop year. Seller / Buyer (strike one) shall pay 100 % of the Landowner's share of the 20 24 crop expenses. Seller / Buyer (strike one) shall pay 100 % or \$ _____ of the Landowner's share of the 20 25 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 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.
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D. Other Government program payments: (If applicable note program name(s), recipient, and crop year below.):
None. _____

7. LEASE ASSIGNMENT / TERMINATION:

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

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C. Recording fees imposed on the recording of the deed shall be paid by **Seller / Buyer (strike one)**.

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)

Seller / Buyer (strike one) shall secure a boundary survey by a licensed land surveyor at 100 % Seller's 0 % Buyer's expense, dated within six (6) months prior to Closing. Final Purchase Price **will / will not (strike one)** be based upon surveyed acres. If the survey shows other than the permissible exceptions described in Paragraph 14, 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. WIND/SOLAR/CARBON CONTRACTS:

- A. The Property ~~is~~ / **is not (strike one)** subject to a wind energy contract, wind energy lease, wind energy option, wind energy easement or similar obligations which shall be assigned by Seller to the Buyer at Closing.
- B. The Property ~~is~~ / **is not (strike one)** subject to a solar energy contract, solar energy lease, solar energy option, solar energy easement or similar obligations which shall be assigned by the Seller to Buyer at Closing.
- C. The Property ~~is~~ / **is not (strike one)** subject to a carbon credit program or carbon sequestration agreement which shall be assigned by Seller to Buyer at Closing.

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 ~~Sellers / Buyers (strike one)~~ Broker / X Other agreed to party, namely, Marshall County Title Company, as "Escrowee". Initial Earnest Money of \$_____ shall be tendered to Escrowee on or before 3 (three) 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 X and/or Buyer X 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

Attorney Email Address

sam@samerkonen.com

Attorney Email Address

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 Number

Email Address

Real Estate Brokers for this transaction are:

Hertz Real Estate Services
Listing Broker

By Agent Brian Massey

700 West Bridge St., PO Box 467
Address

Monticello, IL 61856
Address

217-762-9881
Phone #

BrianM@Hertz.ag
Email Address

Hertz Real Estate Services
Listing Broker

By Agent Spencer Smith

700 West Bridge St., PO Box 467
Address

Monticello, IL 61856
Address

217-762-9881
Phone #

SpencerS@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-Executable

Plat of Survey

STATE OF ILLINOIS)
)SS
 COUNTY OF LASALLE)

I, Kenneth A. Giordano, Illinois Professional Land Surveyor, do hereby state that to the best of my knowledge and belief, that the plat drawn hereon is a true and correct representation of a survey made under my direction at the request of the Lois Becker Estate. I further state that I have made no independent search for records of ownership, or title search may disclose as part of this survey, but I have relied upon the materials and representations supplied to me by the owners or owners representative and that a current title commitment was not furnished to me as part of this survey. This professional service conforms to the current Illinois Minimum Standards for a boundary survey.

Description of Property Surveyed

Parcel #5

That part of the Northeast Quarter of Section 36, Township 30 North, Range 1 West of the Third Principal Meridian described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section 36; thence South 86 degrees 55 minutes 59 seconds West 1341.23 feet along the North line of the Northeast Quarter of said Section 36 to the Point of Beginning; thence South 01 degrees 17 minutes 06 seconds East 2676.06 feet to a point on the South line of the Northeast Quarter of said Section 36; thence South 87 degrees 00 minutes 28 seconds West 1348.62 feet along said South line to the Southwest corner of the Northeast Quarter of said Section 36; thence North 01 degrees 17 minutes 06 seconds West 2674.30 feet to the Northwest corner of the Northeast Quarter of said Section 36; thence North 86 degrees 55 minutes 59 seconds East 340.24 feet along the North line of the Northeast Quarter of said Section 36; thence South 02 degrees 57 minutes 58 seconds East 31.72 feet along the South line of the Northeast Quarter of said Section 36; thence South 82 degrees 45 minutes 45 seconds East 153.05 feet along said South line to the Southern right of way line of Illinois Route 17; thence South 82 degrees 45 minutes 45 seconds East 153.05 feet along said Southern right of way line; thence North 86 degrees 55 minutes 05 seconds East 99.70 feet along said Southern right of way line; thence North 81 degrees 03 minutes 43 seconds West 33.51 feet along said Southern right of way line; thence North 81 degrees 06 minutes 05 seconds East 251.59 feet along said Southern right of way line; thence North 03 degrees 15 minutes 43 seconds West 33.51 feet along the North line of the Northeast Quarter of said Section 36; thence South 02 degrees 57 minutes 58 seconds East 31.72 feet to a point on the Southern right of way line of Illinois Route 17; thence South 82 degrees 45 minutes 45 seconds East 153.05 feet along said Southern right of way line; thence North 86 degrees 55 minutes 05 seconds East 99.70 feet along said Southern right of way line; thence North 81 degrees 06 minutes 05 seconds East 251.59 feet along the North line of the Northeast Quarter of said Section 36; thence North 03 degrees 15 minutes 43 seconds West 33.51 feet along the North line of the Northeast Quarter of said Section 36; thence South 02 degrees 57 minutes 58 seconds East 31.72 feet to the Point of Beginning containing 82.229 acres more or less and all situated in the Township of Roberts, Marshall County, Illinois.

Legend

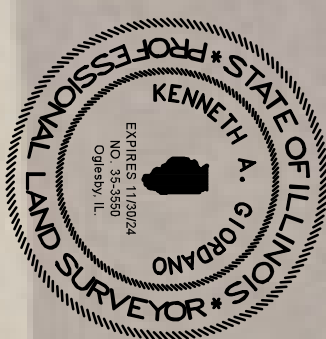
- Recovered Iron Pipe
- ◆ Recovered Iron Bar
- ▲ Recovered Nail
- ◊ Recovered Stone
- ⊕ Recovered Brass Monument
- ⊙ Set Mag Nail in Pavement
- Set 3/4" Pipe
- ⊗ Recovered Right-of-Way Marker
- ⊘ Boundary of Property
- ⊙ Existing Fence
- ⊙ Right of Way
- Measured Bearing and Distance
- Measured Distance

Survey Notes

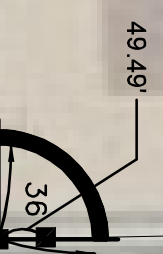
- Field work completed on 9/22/2024.
- Document # 073923 - Quitclaim Deed recorded on 03/02/1999 in the Marshall County Records Office was used as a basis for this survey.
- Measured Bearings Reference Illinois West Zone Coordinate System and are on the North American Datum of 1983 (NAD 83) in U.S. Survey Feet.
- Compare your points before using same and report any differences immediately. Check legal description with deed or title policy and report any discrepancy immediately.



Kenneth A. Giordano
 Kenneth A. Giordano
 Illinois Professional Land Surveyor
 No. 35-35550
 k.giordano@ivsurveying.com



The South Line of the Northeast Quarter of Section 36-30-1W



Found Iron Bar 8.31 feet South of and 5.72 feet West of corner



ILLINOIS VALLEY SURVEYING & CONSULTANTS, INC
 PROFESSIONAL LAND SURVEYING - PROFESSIONAL ENGINEERING
 2384 EAST 390TH ROAD, SUITE 100
 OGLESBY, ILLINOIS 61348
 815-780-8344
 P.O. BOX 302
 HENNEPIN, ILLINOIS 61327
 815-925-7511
 www.IVSURVEYING.com
 DESIGN FIRM LICENSE: ILLINOIS #184-004102

DATE: 11/1/2024 FILE #: 3001.24.04 SCALE: 1"=200' DRAWING: LBE



CONTRACT TO PURCHASE AGRICULTURAL LAND
REALTORS® Land Institute
Illinois Chapter

This is a legally binding contract. If you do not understand it, seek legal advice.

This agreement is entered into between:

Seller(s) _____ Mailing Address _____
Zip _____, and Buyer(s) _____

Address _____ Zip _____, who

Contract(s) to purchase the following described real estate commonly known as: Lois Becker Estate and Vernon Becker Trust, Parcel Identification Number(s): 06-24-300-001 and legally described as: See "Exhibit A" (or see legal description attached) including any improvements, and the following listed fixtures located thereon: None (or see inventory attached) which shall be left in and upon said premises, subject to reasonable wear and tear. (the "Property")

1. CONTRACT SALES PRICE AND TERMS

Purchase Price \$ _____

or 82.619 surveyed acres 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

1. 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 December 17, 20 24, 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 on or before December 17, 20 24. Seller will / will not (strike one), 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 20 23 real estate taxes, special assessments due and payable in 20 24 have been paid by Seller.
The 20 24 real estate taxes, special assessments due and payable in 20 25 shall be paid by Seller.
If payment is the responsibility of the Seller, (a) _____ taxes will be paid at closing, or (b) X Buyer shall be credited for the 20 24 real estate taxes at closing, based upon the most current and available information, including confirmed multipliers.
~~The 20 _____ real estate taxes, special assessments due and payable in 20 _____ shall be _____ prorated to the date of closing or _____ prorated to _____, 20 _____, and a credit given to buyer at closing.~~
~~The 20 _____ 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 / Buyer (strike one) shall receive the Landowner share of the crop or 100 % of the total cash rent for the 20 24 crop year.
Seller / Buyer (strike one) shall receive the Landowner share of the crop or 100 % of the total cash rent for the 20 25 crop year.
Seller / Buyer (strike one) shall pay 100 % of the Landowner's share of the 20 24 crop expenses.
Seller / Buyer (strike one) shall pay 100 % or \$ _____ of the Landowner's share of the 20 25 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 **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 / Buyer (strike one)** shall receive the landowner share of ARC/PLC government program payments for the 20 24 crop year.
Seller / Buyer (strike one) shall receive the landowner share of ARC/PLC government program payments for the 20 25 crop year.
Current Tenant _____ / shall receive the landowner share of ARC/PLC government program payments for the 20 _____ crop year.
- C. ~~**Seller / Buyer (strike one)** shall receive the landowner share of government conservation program payments for the 20 _____ crop year.~~
Seller / Buyer (strike one) shall receive the landowner share of government conservation program payments for the 20 _____ 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.):
None.

7. LEASE ASSIGNMENT / TERMINATION:

- A. There **is / is not (strike one)** currently a tenant in possession of the Property. Seller **shall / shall not (strike one)** be responsible for the assignment of the current farm lease with the tenant in possession of the Property to the Buyer.
- B. Seller **shall / shall not (strike one)** 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 _____)

The parties shall have until 5:00 p.m. Central Time on _____ 20 _____ ("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 / Buyer (strike one)**.

C. Recording fees imposed on the recording of the deed shall be paid by **Seller / Buyer (strike one)**.

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)

Seller / Buyer (strike one) shall secure a boundary survey by a licensed land surveyor at 100 % Seller's 0 % Buyer's expense, dated within six (6) months prior to Closing. Final Purchase Price **will / will not (strike one)** be based upon surveyed acres. If the survey shows other than the permissible exceptions described in Paragraph 14, 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.

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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.

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- A. The Property ~~is~~ / **is not (strike one)** subject to a wind energy contract, wind energy lease, wind energy option, wind energy easement or similar obligations which shall be assigned by Seller to the Buyer at Closing.
- B. The Property ~~is~~ / **is not (strike one)** subject to a solar energy contract, solar energy lease, solar energy option, solar energy easement or similar obligations which shall be assigned by the Seller to Buyer at Closing.
- C. The Property ~~is~~ / **is not (strike one)** subject to a carbon credit program or carbon sequestration agreement which shall be assigned by Seller to Buyer at Closing.

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

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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 ~~Sellers / Buyers (strike one)~~ Broker / X Other agreed to party, namely, Marshall County Title Company, as "Escrowee". Initial Earnest Money of \$_____ shall be tendered to Escrowee on or before 3 (three) 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 X and/or Buyer X 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

Attorney Email Address _____

Attorney Email Address _____

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 Number _____

Email Address _____

Real Estate Brokers for this transaction are:

Hertz Real Estate Services
Listing Broker

By Agent Brian Massey

700 West Bridge St., PO Box 467
Address

Monticello, IL 61856
Address

217-762-9881
Phone #

BrianM@Hertz.ag
Email Address

Hertz Real Estate Services
Listing Broker

By Agent Spencer Smith

700 West Bridge St., PO Box 467
Address

Monticello, IL 61856
Address

217-762-9881
Phone #

SpencerS@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-Executable

Plat of Survey

STATE OF ILLINOIS)
 COUNTY OF LASALLE) SS

I, Kenneth A. Giordano, Illinois Professional Land Surveyor, do hereby state that to the best of my knowledge and belief, that the plat drawn hereon is a true and correct representation of a survey made under my direction at the request of the Lois Becker Estate. I further state that I have made no independent search for records of ownership, or title search may disclose as part of this survey, but I have relied upon the materials and representations supplied to me by the owners or owners representative and that a current title commitment was not furnished to me as part of this survey. This professional service conforms to the current Illinois Minimum Standards for a boundary survey.

Parcel #7
 The West Half of the Southwest Quarter (SW 1/2) of Section 24, Township 30 North, Range 1 West of the Third Principal Meridian, Marshall County, Illinois.

Kenneth A. Giordano
 Kenneth A. Giordano
 Illinois Professional Land Surveyor
 No. 35-3550
 k.giordano@ivs surveying.com



Legend

- Recovered Iron Pipe
- ◆ Recovered Iron Bar
- ▲ Recovered Nail
- ◇ Recovered Stone
- Set Mag Nail
- Set 3/4" Pipe
- Boundary of Property
- Existing Fence
- N 89°53'18" W 200.00' Measured Bearing and Distance
- 200.00' Measured Distance

Survey Notes

- Field work completed on 9/22/2024
- Document # 073923 - Quitclaim Deed recorded on 3/21/1999 in the Marshall County Records Office was used as a basis for this survey.
- Measured Bearings Reference Illinois West Zone Coordinate System and are on the North American Datum of 1983 (NAD 83) in U.S. Survey Feet.
- Compare your points before using same and report any differences immediately. Check legal description with deed or title policy and report any discrepancy immediately.



ILLINOIS VALLEY SURVEYING & CONSULTANTS, INC
 PROFESSIONAL LAND SURVEYING - PROFESSIONAL ENGINEERING
 2584 EAST 390TH ROAD, SUITE 100
 OGLESBY, ILLINOIS 61348
 815-780-8344
 P.O. BOX 302
 HENNEPIN, ILLINOIS 61927
 815-925-7511
 www.IVSURVEYING.com
 DESIGN FIRM LICENSE: ILLINOIS #184-004102

DATE: 11/1/2024 FILE #: 3001.24.04 SCALE: 1"=200' DRAWING: LBE



CONTRACT TO PURCHASE AGRICULTURAL LAND
REALTORS® Land Institute
Illinois Chapter

This is a legally binding contract. If you do not understand it, seek legal advice.

This agreement is entered into between:

Seller(s) _____ Mailing Address _____
Zip _____, and Buyer(s) _____

Address _____ Zip _____, who

Contract(s) to purchase the following described real estate commonly known as: Lois Becker Estate and Vernon Becker Trust
Parcel Identification Number(s): Part of 06-25-400-002 and legally described as: See "Exhibit A" (or see legal description attached)
including any improvements, and the following listed fixtures located thereon: None
(or see inventory attached) which shall be left in and upon said premises, subject to reasonable wear and tear. (the "Property")

1. CONTRACT SALES PRICE AND TERMS

Purchase Price \$ _____

or 157.216 surveyed acres 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

1. 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 December 17, 20 24, 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 on or before December 17, 20 24. Seller will / will not (strike one), 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 20 23 real estate taxes, special assessments due and payable in 20 24 have been paid by Seller.

The 20 24 real estate taxes, special assessments due and payable in 20 25 shall be paid by Seller.

If payment is the responsibility of the Seller, (a) _____ taxes will be paid at closing, or (b) X Buyer shall be credited for the 20 24 real estate taxes at closing, based upon the most current and available information, including confirmed multipliers.

~~The 20 _____ real estate taxes, special assessments due and payable in 20 _____ shall be _____ prorated to the date of closing or _____ prorated to _____, 20 _____, and a credit given to buyer at closing.~~

~~The 20 _____ 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 / Buyer (strike one) shall receive the Landowner share of the crop or 100 % of the total cash rent for the 20 24 crop year.

Seller / Buyer (strike one) shall receive the Landowner share of the crop or 100 % of the total cash rent for the 20 25 crop year.

Seller / Buyer (strike one) shall pay 100 % of the Landowner's share of the 20 24 crop expenses.

Seller / Buyer (strike one) shall pay 100 % or \$ _____ of the Landowner's share of the 20 25 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 **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 / Buyer (strike one)** shall receive the landowner share of ARC/PLC government program payments for the 20 24 crop year.

Seller / Buyer (strike one) shall receive the landowner share of ARC/PLC government program payments for the 20 25 crop year.

Current Tenant _____ / shall receive the landowner share of ARC/PLC government program payments for the 20 _____ crop year.

C. **Seller / Buyer (strike one)** shall receive the landowner share of government conservation program payments for the 20 _____ crop year.

Seller / Buyer (strike one) shall receive the landowner share of government conservation program payments for the 20 _____ 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.):

None.

7. LEASE ASSIGNMENT / TERMINATION:

A. There **is / is not (strike one)** currently a tenant in possession of the Property. Seller **shall / shall not (strike one)** be responsible for the assignment of the current farm lease with the tenant in possession of the Property to the Buyer.

B. Seller **shall / shall not (strike one)** 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 _____)

The parties shall have until 5:00 p.m. Central Time on _____ 20 _____ ("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 / Buyer (strike one)**.

C. Recording fees imposed on the recording of the deed shall be paid by **Seller / Buyer (strike one)**.

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)

Seller / Buyer (strike one) shall secure a boundary survey by a licensed land surveyor at 100 % Seller's 0 % Buyer's expense, dated within six (6) months prior to Closing. Final Purchase Price **will / will not (strike one)** be based upon surveyed acres. If the survey shows other than the permissible exceptions described in Paragraph 14, 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. WIND/SOLAR/CARBON CONTRACTS:

- A. The Property ~~is~~ / **is not (strike one)** subject to a wind energy contract, wind energy lease, wind energy option, wind energy easement or similar obligations which shall be assigned by Seller to the Buyer at Closing.
- B. The Property ~~is~~ / **is not (strike one)** subject to a solar energy contract, solar energy lease, solar energy option, solar energy easement or similar obligations which shall be assigned by the Seller to Buyer at Closing.
- C. The Property ~~is~~ / **is not (strike one)** subject to a carbon credit program or carbon sequestration agreement which shall be assigned by Seller to Buyer at Closing.

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 ~~Sellers / Buyers (strike one)~~ Broker / X Other agreed to party, namely, Marshall County Title Company, as "Escrowee". Initial Earnest Money of \$_____ shall be tendered to Escrowee on or before 3 (three) 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 X and/or Buyer X 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

sam@samerkonen.com

Attorney Email Address

Attorney Email Address

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 Number

Email Address

Real Estate Brokers for this transaction are:

Hertz Real Estate Services
Listing Broker

By Agent Brian Massey

700 West Bridge St., PO Box 467
Address

Monticello, IL 61856
Address

217-762-9881
Phone #

BrianM@Hertz.ag
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Listing Broker

By Agent Spencer Smith

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DRAFT - Non-Executable

Plat of Survey

N 86°22'41" E 2694.20'

N 87°50'28" E 2693.49'

(Now Vacated)

Illinois Central Gulf Railroad

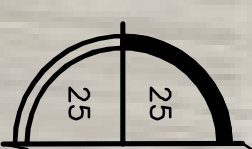
100.00'

N 87°47'16" E 572.38'
 N 07°00'52" W 50.18'
 N 28°59'30" W 99.44'
 N 68°54'23" W 186.71'
 N 31°43'04" W 196.37'
 N 51°57'24" W 47.71'
 N 55°40'28" W 34.40'
 N 80°44'13" W 187.18'
 N 01°16'36" W 552.68'

STATE OF ILLINOIS)
)SS
 COUNTY OF LASALLE)

I, Kenneth A. Giordano, Illinois Professional Land Surveyor, do hereby state that to the best of my knowledge and belief, that the plat drawn hereon is a true and correct representation of a survey made under my direction at the request of the Lois Becker Estate. I further state that I have made no independent search for records of ownership, or title search may disclose as part of this survey, but I have relied upon the materials and representations supplied to me by the owners or owners representative and that a current title commitment was not furnished to me as part of this survey. This professional service conforms to the current Illinois Minimum Standards for a boundary survey.

Parcel #6
 157.216 Acres +/-



Survey Notes

- Field work completed on 09/22/2024.
- Document # 073923 - Quitclaim Deed recorded on 03/02/1999 in the Marshall County Recorders Office was used as a basis for this survey.
- Measured Bearings Reference Illinois West Zone Coordinate System and are on the North American Datum of 1983 (NAD 83) in U.S. Survey Feet.
- Compare your points before using same and report any differences immediately. Check legal description with deed or title policy and report any discrepancy immediately.

Legend

●	Recovered Iron Pipe
◆	Recovered Iron Bar
▲	Recovered Nail
⬢	Recovered Stone
⊙	Recovered Brass Monument
○	Set 3/4" Pipe
⊗	Recovered Right-of-Way Marker
⊠	Boundary of Property
⊞	Existing Fence
⊞	Right of Way
⊞	Measured Bearing and Distance
⊞	Measured Distance
⊞	N 89°53'18" W 200.00'
⊞	200.00'

Description of Property Surveyed

Parcel #6

That part of the Southeast Quarter and that part of the Southwest Quarter all in Section 25, Township 30 North, Range 1 West of the Third Principal Meridian described as follows:

Beginning at the Southeast corner of the Southeast Quarter of said Section 25, thence South 86 degrees 55 minutes 59 seconds West 1127.12 feet along the South line of the Southeast Quarter of said Section 25, thence North 02 degrees 23 minutes 01 seconds West 406.02 feet; thence South 87 degrees 39 minutes 05 seconds West 206.82 feet; thence Southwesterly 124.55 feet along a 91.35 radius curve concave to the Southeast whose chord bears South 48 degrees 35 minutes 48 seconds West 115.12 feet; thence South 09 degrees 32 minutes 24 seconds West 74.45 feet; thence South 00 degrees 19 minutes 00 seconds West 264.98 feet to a point on the South line of the Southeast Quarter of said Section 25, thence South 86 degrees 55 minutes 59 seconds West 397.99 feet along said South line; thence North 03 degrees 15 minutes 43 seconds West 33.56 feet to a point on the Northernly Right of Way line of Illinois Route 17; thence North 82 degrees 27 minutes 16 seconds West 152.94 feet along said Northernly Right of Way line; thence South 86 degrees 47 minutes 38 seconds West 149.87 feet along said Northernly Right of Way line; thence South 79 degrees 58 minutes 58 seconds West 201.56 feet along said Northernly Right of Way line; thence South 02 degrees 57 minutes 58 seconds East 36.53 feet along said Northernly Right of Way line to a point on the South line of the Southeast Quarter of said Section 25; thence South 86 degrees 55 minutes 59 seconds West 340.24 feet along said South line to the Southeast corner of the Southeast Quarter of said Section 25; thence North 01 degrees 16 minutes 36 seconds West 2099.68 feet along the West line of the Southeast Quarter of said Section 25 to a point on the centerline of a drainage ditch; thence North 51 degrees 57 minutes 24 seconds West 47.71 feet along said centerline; thence North 31 degrees 43 minutes 04 seconds West 196.37 feet along said centerline; thence North 55 degrees 40 minutes 28 seconds West 34.40 feet along said centerline; thence North 80 degrees 44 minutes 13 seconds West 187.18 feet along said centerline; thence North 68 degrees 54 minutes 23 seconds West 186.71 feet along said centerline; thence North 28 degrees 59 minutes 30 seconds West 99.44 feet; thence North 07 degrees 00 minutes 52 seconds West 50.18 feet to a point on the former Northernly Right of Way of Illinois Central Gulf Railroad; thence North 87 degrees 47 minutes 16 seconds East 572.38 feet along said former Northernly Right of Way line to the East line of said former Northernly Right of Way line to the East line of said Southeast Quarter; thence North 87 degrees 50 minutes 28 seconds East 2693.49 feet along said former Northernly Right of Way line and the East line of the Southeast Quarter of said Section 25; thence South 01 degrees 10 minutes 22 seconds East 2529.24 feet along said East line to the Point of Beginning containing 157.216 acres more or less and all situated in the Township of Roberts, Marshall County, Illinois.

Kenneth A. Giordano
 Kenneth A. Giordano
 Illinois Professional Land Surveyor
 No. 35-3550
 k.giordano@ivs surveying.com

ILLINOIS VALLEY SURVEYING & CONSULTANTS, INC.
 PROFESSIONAL LAND SURVEYING - PROFESSIONAL ENGINEERING
 P.O. BOX 302
 HENNINGEN, ILLINOIS 61927
 815-925-7511



DATE: 11/1/2024 FILE #: 3001.2404 SCALE: 1"=200' DRAWING: LBE



CONTRACT TO PURCHASE AGRICULTURAL LAND WITH IMPROVEMENTS REALTORS® Land Institute Illinois Chapter

(This is a legally binding contract. If you do not understand it, seek legal advice.)

This agreement is entered into between:

Seller(s) _____ Mailing Address _____ Zip _____, and Buyer(s) _____

Address _____ Mailing Address _____ Zip _____, who

Contract(s) to purchase the following described real estate commonly known as: 2474 State Route 17, Varna, IL 61375, Parcel Identification Number(s): Part of 06-25-400-002

and legally described as: See Exhibit A (or see legal description attached) including any improvements, and the following listed fixtures located thereon:

(or see inventory attached) which shall be left in and upon said premises, subject to reasonable wear and tear. (the "Property")

1. CONTRACT SALES PRICE AND TERMS

Purchase Price \$ _____ or 2.881 surveyed acres at \$ _____/acre \$ _____ Earnest Money Deposit \$ _____ Balance Due at Closing subject to adjustments provided herein \$ _____

2. METHOD OF PAYMENT: (Check Applicable Statements)

X A. Cash: (No financing required - certified cashier's check or wired funds)

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/Buyer's real estate to on or before. 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 the earnest money deposit.

3. CLOSING AND POSSESSION

This Contract shall be closed on or before December 17, 2024, 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 on or before December 17, 2024. Seller will / will not (strike one), 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 2023 real estate taxes, special assessments due and payable in 2024 have been paid by Seller.
 The 2024 real estate taxes, special assessments due and payable in 2025 shall be paid by Seller. If payment is the responsibility of the Seller, (a) _____ taxes will be paid at closing, or (b) X Buyer shall be credited for the 2024 real estate taxes at closing, based upon the most current and available information, including confirmed multipliers
 The 20____ real estate taxes, special assessments due and payable in 20____ shall be _____ prorated to the date of closing or _____ prorated to _____, 20____, and a credit given to buyer at closing.
 The 20____ drainage taxes due and payable in 20____ shall be paid by _____.
 If Buyer receives a credit at closing, payment of said taxes is now responsibility of the buyer.

5. CROPS AND EXPENSES

~~Seller / Buyer (strike one)~~ shall receive the Landowner share of the crop or _____% of the total cash rent for the 20____ crop year.
~~Seller / Buyer (strike one)~~ shall receive the Landowner share of the crop or _____% of the total cash rent for the 20____ crop year.
~~Seller / Buyer (strike one)~~ shall pay _____% of the Landowner's share of the 20____ crop expenses.
~~Seller / Buyer (strike one)~~ shall pay _____% or \$ _____ of the Landowner's share of the 20____ 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 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 / Buyer (strike one)~~ shall receive the landowner share of ARC/PLC government program payments for the 20____ crop year.
~~Seller / Buyer (strike one)~~ shall receive the landowner share of ARC/PLC government program payments for the 20____ crop year.
 Current Tenant____/ shall receive the landowner share of ARC/PLC government program payments for the 20____ crop year.
- C. ~~Seller / Buyer (strike one)~~ shall receive the landowner share of government conservation program payments for the 20____ crop year.
~~Seller / Buyer (strike one)~~ shall receive the landowner share of government conservation program payments for the 20____ 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 / is not (strike one)~~ currently a tenant in possession of the Property. Seller ~~shall / shall not (strike one)~~ be responsible for the assignment of the current farm lease with the tenant in possession of the Property to the Buyer.
- B. Seller ~~shall/ shall not (strike one)~~ 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 _____)

The parties shall have until 5:00 p.m. Central Time on _____, 20____ ("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 / Buyer (strike one)**.
- C. Recording fees imposed on the recording of the deed shall be paid by **Seller / Buyer (strike one)**.

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 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 Property.

11. SURVEY (Check if applicable X)

Seller / Buyer (strike one) shall secure a boundary survey by a licensed land surveyor at 100 % Seller's 0 % Buyer's expense, dated within six (6) months prior to Closing. Final Purchase Price **will / will not (strike one)** be based upon surveyed acres. 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.

12. 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 are located, or

X A commitment and 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. 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.

13. 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.

14. WIND/SOLAR/CARBON CONTRACTS

A. The Property **is / is not (strike one)** subject to a wind energy contract, wind energy lease, wind energy option, wind energy easement or similar obligations which shall be assigned by Seller to the Buyer at Closing.

B. The Property **is / is not (strike one)** subject to a solar energy contract, solar energy lease, solar energy option, solar energy easement or similar obligations which shall be assigned by the Seller to Buyer at Closing.

C. The Property is / is not (strike one) subject to a carbon credit program or carbon sequestration agreement which shall be assigned by Seller to Buyer at Closing.

15. WELL WATER TEST AND SEPTIC INSPECTION (check if applicable _____)

Buyer shall secure at **Seller / Buyer (strike one)** expense, within _____ calendar days after date of acceptance hereof, (i) a written septic inspection delivered to Seller and Buyer, acceptable to the appropriate governmental authority, indicating proper operating condition, and (ii) a laboratory approved well water test, copies of which shall be provided to the Buyer. If either system is found defective, Seller shall have an equal number of days to repair such defects, at Seller's expense, or to provide written notice to Buyer of Seller's failure to repair. Upon receipt of Seller's notice, Buyer, at Buyer's option, shall within seven (7) days notify Seller of Buyer's election to either proceed with the transaction or declare the Contract null and void, in which case all earnest money shall be promptly refunded to Buyer. In the event Buyer does not notify Seller of Buyer's election to proceed or declare the Contract null and void within the time specified, the contract shall remain in full force and effect without this contingency.

16. HOME INSPECTION (check if applicable _____)

Buyer has the right to conduct a Home Inspection in accordance with the attached inspection addendum. After the inspection, if the Contract is not terminated or repairs agreed upon, Buyer accepts the Property and its improvements in its condition at the time of inspection.

17. TERMITES (check if applicable _____)

Before Settlement, Seller shall provide at Seller's expense written professional certification that the dwelling (only) is free of active termites. If active termites are found, the improvements shall be treated at Seller's expense by a professional exterminator. If substantial structural damage due to termites is found, repairs shall be made at Seller's expense or negotiated, or either party may declare this Contract null and void and earnest money shall be refunded.

18. RADON DISCLOSURE REPORT [Applies only if a residence is being sold].

Seller shall comply with the Disclosure of Information on Radon Hazards, a copy of which is attached.

19. LEAD-BASED PAINT TESTING. [Applies only if residence that was constructed prior to January 1, 1978 is being sold] (check if applicable _____)

This Contract ~~is~~ **is not (strike one)** contingent upon a risk assessment or inspection of the Property, at Buyer's expense, for the presence of lead-based paint hazards at levels determined unacceptable by federal law or regulation. Buyer shall have until 5:00 p.m. on the 10th day following final acceptance of this Contract. (The date of final acceptance shall not be counted as part of the 10 day period) to complete the inspection of risk assessment. If the inspection or risk assessment discloses the presence of a lead-based paint hazard, then Buyer shall notify Seller, in writing, of such findings and provide Seller with a copy of the inspection report within five (5) days after the time for conducting the inspection. Failure to give written notice to Seller within said time period shall mean that the contingency has been satisfied and the Buyer is bound by this Contract. If Buyer gives the appropriate notice to Seller then:

(check one)

_____ Buyer may terminate this Contract by written notice to the Seller by 5:00 p.m. on _____, 20__.

_____ Buyer shall provide Seller a written list of the existing deficiencies and the corrections needed. Seller shall notify Buyer in writing within ten (10) days after the receipt of the list of existing deficiencies as to what conditions, if any, will be remedied by Seller prior to closing. Buyer shall have three (3) days to notify Seller whether the proposed remediations are acceptable, and if the proposed remediations are accepted by Buyer the Contract will be binding on both sides and Seller shall be obligated to make the proposed remediations prior to closing. If Buyer fails to respond within three (3) days or does not accept the proposed remediations, then this Contract shall be void and the earnest money returned to Buyer.

_____ Buyer waives right to lead paint inspection.

20. RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT. [Applies only if a residence is being sold].

Seller shall comply with the Residential Real Property Disclosure Act (765 ILCS 77/1 et seq.), as amended, a copy of which is attached.

21. EQUIPMENT WARRANTY

It is expressly agreed by Buyer and Seller that other than as specifically set forth in this agreement there have been no representations, warranties or guarantees concerning the condition of the plumbing, electrical, heating, air conditioning, water supply, sewers, sewage drainage disposal system, or structural soundness of the Property which is the subject of this agreement. If any of the above described warranties, representations or guarantees are to be made, they may only be made in writing prior to the time set for closing.

22. INSURANCE (DAMAGE BY CASUALTY BEFORE CLOSING)

If prior to closing, the improvements on the Property shall be destroyed or materially damaged by fire or other casualty, Buyers shall have the option of declaring contract void and receiving a refund of the earnest money paid, or of accepting the Property as damaged or destroyed, together with the proceeds of any insurance payable as a result of such destruction or damage, including Seller's deductible, which proceeds the Seller agrees to assign to Buyer. Seller agrees to keep the building on said Property insured at present coverage or \$_____ until possession is given.

23. 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.

24. COMMISSION

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

25. EARNEST MONEY ESCROW

The earnest money funds shall be held in trust for the mutual benefit of the Parties by ~~Sellers / Buyers (strike one)~~ Broker / X Other agreed to party, namely, Marshall County Title Company, as "Escrowee". Initial Earnest Money of \$_____ shall be tendered to Escrowee on or before 3 (three) days after Date of acceptance for the mutual benefit of the parties, and shall be disbursed according to the terms of this Contract.

26. 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 24 and 28 of this agreement.

27. TAX DEFERRED EXCHANGE (check if applicable _____)

Seller X and/or Buyer X 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.

28. 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: _____

29. 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 the 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 the Escrowee shall distribute the proceeds in the manner set forth in the Broker's notice.

Buyer and Seller acknowledge that as long as the Escrowee returns earnest money in accordance with the above written procedures and in accordance with the 30 day notice given by the 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**

Buyer Phone Number

Seller Phone Number

Buyer Email Address

neighbormary@gmail.com

Seller Email Address

Attorney Name

Sam Erkonen

Attorney Name

Attorney Address

24014 Renwick Rd, Suite 105, Plainfield, IL 60544

Attorney Address

Attorney Phone Number

815-919-6580

Attorney Phone Number

Attorney Email Address

sam@samerkonen.com

Attorney Email Address

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 Number

Email Address

Real Estate Brokers for the transaction are:

Hertz Real Estate Services

Listing Broker

Hertz Real Estate Services

Listing Broker

By Agent Brian Massey

By Agent Spencer Smith

700 West Bridge St., PO Box 467

Address

700 West Bridge St., PO Box 467

Address

Monticello, IL 61856

Address

Monticello, IL 61856

Address

217-762-9881

Phone Number

217-762-9881

Phone Number

BrianM@Hertz.ag

Email Address

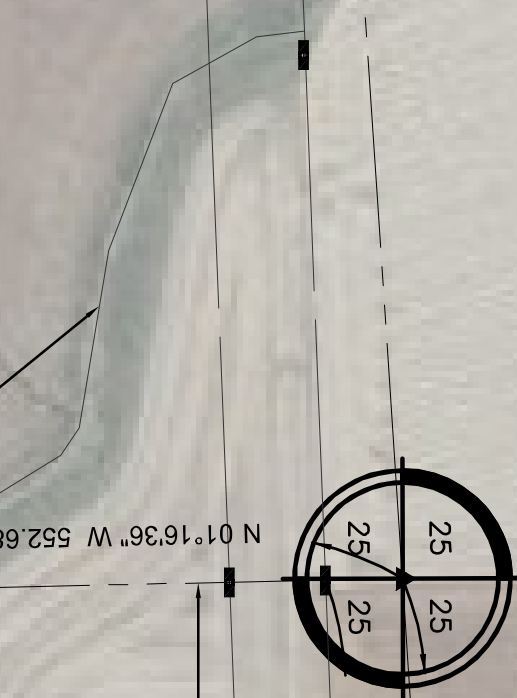
SpencerS@Hertz.ag

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.

Plat of Survey

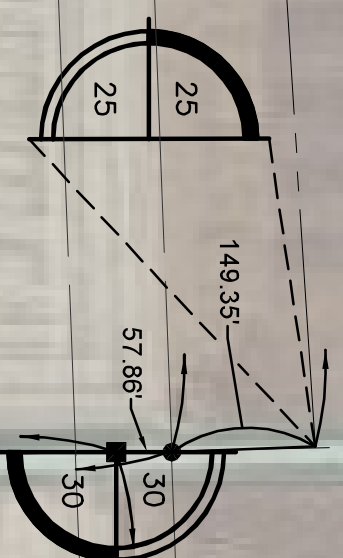
STATE OF ILLINOIS)
COUNTY OF LASALLE) SS



Illinois Central Gulf Railroad

N 86°22'41\" E 2694.20'
N 87°50'28\" E 2693.49'
(Now Vacated)

North line of the Southeast Quarter of Section 25-39-1W



Legend

- Recovered Iron Pipe
- Recovered Iron Bar
- ◆ Recovered Nail
- ▲ Recovered Stone
- ◇ Set 3/4" Pipe
- Set Mag Nail
- ⊗ ROW Marker
- ⊠ Recovered Strap Iron
- Recovered Boundary of Property
- Existing Fence
- ROW Line
- Measured Bearing and Distance
- Measured Distance

West line of the Southeast Quarter of Section 25-39-1W

Arc Length = 124.55'
Radius = 91.35'
Delta = 78°07'01"
Chord Bearing = N 48°35'48\" E
Chord Length = 115.12'
Tangent = 74.13'
Degree of Curve = 62°43'10\"

N 09°32'24\" E 74.45'
N 00°19'00\" E 264.98'

South line of the Southeast Quarter of Section 25-39-1W

S 86°55'59\" W 324.15'

Illinois Route 17

Parcel #8
2.881 Acres +/-
Point of Beginning

Point of Commencement
Southeast corner of the Southeast Quarter of Section 25-30-1W

S 86°55'59\" W 1127.12'

S 02°23'01\" E 406.02'

2500 E Road

East line of the Southeast Quarter of Section 25-39-1W

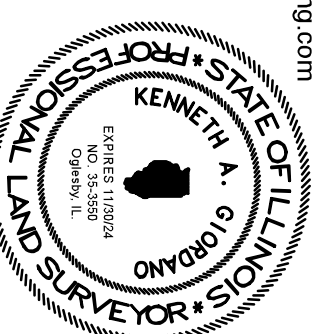
S 01°10'22\" E 2529.24'

I, Kenneth A. Giordano, Illinois Professional Land Surveyor, do hereby state that to the best of my knowledge and belief, that the plat drawn hereon is a true and correct representation of a survey made under my direction at the request of the Lois Becker Estate. I further state that I have made no independent search for records of ownership, or title search may disclose as part of this survey, but I have relied upon the materials and representations supplied to me by the owners or owners representative and that a current title commitment was not furnished to me as part of this survey. This professional service conforms to the current Illinois Minimum Standards for a boundary survey.

Description of Property Surveyed
Parcel #8

That part of the Southeast Quarter of Section 25, Township 30 North, Range 1 West of the Third Principal Meridian described as follows:
Commencing at the Southeast corner of said Section 25; thence South 86 degrees 55 minutes 59 second West 1127.12 feet along the South line of said Section 25 to the Point of Beginning; thence continuing South 86 degrees 55 minutes 59 seconds West 324.15 feet along said South line; thence North 00 degree 19 minutes 00 second East 264.98 feet; thence North 09 degrees 32 minutes 24 seconds East 74.45 feet; thence North easterly 124.55 feet along a 91.35 foot curve concave to the Southeast whose chord bears North 48 degrees 35 minutes 48 seconds East 115.12 feet; thence North 87 degrees 39 minutes 05 seconds East 206.82 feet; thence South 02 degree 23 minutes 01 seconds 406.02 feet to the Point of Beginning, containing 2.881 acres, more or less and all situated in the Township of Roberts, Marshall County, Illinois.

Kenneth A. Giordano
Illinois Professional Land Surveyor
No. 35-3550
k.giordano@vsurveying.com



Survey Notes

- Field work completed on 9/22/2024
- Document # 073923 - Quitclaim Deed recorded on 3/21/1999 in the Marshall County Recorders Office was used as a basis for this survey.
- Measured Bearings Reference Illinois West Zone Coordinate System and are on the North American Datum of 1983 (NAD 83) in U.S. Survey Feet.
- Compare your points before using same and report any differences immediately. Check legal description with deed or title policy and report any discrepancy immediately.

ILLINOIS VALLEY SURVEYING & CONSULTANTS, INC
PROFESSIONAL LAND SURVEYING - PROFESSIONAL ENGINEERING
P.O. BOX 302
HENNEPIN, ILLINOIS 61327
815-925-7511

2584 EAST 350TH ROAD, SUITE 100
OGLESBY, ILLINOIS 61348
815-780-8344
www.VSURVEYING.com
DESIGN FIRM LICENSE: ILLINOIS #184-004102
DATE: 11/1/2024 FILE #: 3001.24.04 SCALE: 1"=200' DRAWING: LBE



CONTRACT TO PURCHASE AGRICULTURAL LAND WITH IMPROVEMENTS REALTORS® Land Institute Illinois Chapter

(This is a legally binding contract. If you do not understand it, seek legal advice.)

This agreement is entered into between:

Seller(s) _____ Mailing Address _____ Zip _____, and Buyer(s) _____

Address _____ Mailing Address _____ Zip _____, who

Contract(s) to purchase the following described real estate commonly known as: 2652 Co. Rd. 600 North, Toluca, IL 61369, Parcel Identification Number(s): Part of 07-32-400-001

and legally described as: See Exhibit A (or see legal description attached) including any improvements, and the following listed fixtures located thereon:

(or see inventory attached) which shall be left in and upon said premises, subject to reasonable wear and tear. (the "Property")

1. CONTRACT SALES PRICE AND TERMS

Purchase Price \$ _____ or 3.263 surveyed acres at \$ _____/acre \$ _____ Earnest Money Deposit \$ _____ Balance Due at Closing subject to adjustments provided herein \$ _____

2. METHOD OF PAYMENT: (Check Applicable Statements)

X A. Cash: (No financing required - certified cashier's check or wired funds)

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/Buyer's real estate to on or before. 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 the earnest money deposit.

3. CLOSING AND POSSESSION

This Contract shall be closed on or before December 17, 2024, 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 on or before December 17, 2024. Seller will / will not (strike one), 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 2023 real estate taxes, special assessments due and payable in 2024 have been paid by Seller.
The 2024 real estate taxes, special assessments due and payable in 2025 shall be paid by Seller. If payment is the responsibility of the Seller, (a) _____ taxes will be paid at closing, or (b) X Buyer shall be credited for the 2024 real estate taxes at closing, based upon the most current and available information, including confirmed multipliers
The 20____ real estate taxes, special assessments due and payable in 20____ shall be _____ prorated to the date of closing or _____ prorated to _____, 20____, and a credit given to buyer at closing.
The 20____ drainage taxes due and payable in 20____ shall be paid by _____.
If Buyer receives a credit at closing, payment of said taxes is now responsibility of the buyer.

5. CROPS AND EXPENSES

~~Seller / Buyer (strike one)~~ shall receive the Landowner share of the crop or _____% of the total cash rent for the 20____ crop year.
~~Seller / Buyer (strike one)~~ shall receive the Landowner share of the crop or _____% of the total cash rent for the 20____ crop year.
~~Seller / Buyer (strike one)~~ shall pay _____% of the Landowner's share of the 20____ crop expenses.
~~Seller / Buyer (strike one)~~ shall pay _____% or \$ _____ of the Landowner's share of the 20____ 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 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 / Buyer (strike one)~~ shall receive the landowner share of ARC/PLC government program payments for the 20____ crop year.
~~Seller / Buyer (strike one)~~ shall receive the landowner share of ARC/PLC government program payments for the 20____ crop year.
Current Tenant____/ shall receive the landowner share of ARC/PLC government program payments for the 20____ crop year.
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- D. Other Government program payments: (If applicable note program name(s), recipient, and crop year below.):

7. LEASE ASSIGNMENT / TERMINATION

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

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The parties shall have until 5:00 p.m. Central Time on _____, 20____ ("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.

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- C. Recording fees imposed on the recording of the deed shall be paid by **Seller / Buyer (strike one)**.

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 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 Property.

11. SURVEY (Check if applicable X)

Seller / Buyer (strike one) shall secure a boundary survey by a licensed land surveyor at 100 % Seller's 0 % Buyer's expense, dated within six (6) months prior to Closing. Final Purchase Price **will / will not (strike one)** be based upon surveyed acres. 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.

12. 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 are located, or

X A commitment and 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. 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.

13. 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.

14. WIND/SOLAR/CARBON CONTRACTS

- A. The Property is / is not (strike one) subject to a wind energy contract, wind energy lease, wind energy option, wind energy easement or similar obligations which shall be assigned by Seller to the Buyer at Closing.
- B. The Property is / is not (strike one) subject to a solar energy contract, solar energy lease, solar energy option, solar energy easement or similar obligations which shall be assigned by the Seller to Buyer at Closing.

C. The Property is / is not (strike one) subject to a carbon credit program or carbon sequestration agreement which shall be assigned by Seller to Buyer at Closing.

15. WELL WATER TEST AND SEPTIC INSPECTION (check if applicable _____)

Buyer shall secure at **Seller / Buyer (strike one)** expense, within _____ calendar days after date of acceptance hereof, (i) a written septic inspection delivered to Seller and Buyer, acceptable to the appropriate governmental authority, indicating proper operating condition, and (ii) a laboratory approved well water test, copies of which shall be provided to the Buyer. If either system is found defective, Seller shall have an equal number of days to repair such defects, at Seller's expense, or to provide written notice to Buyer of Seller's failure to repair. Upon receipt of Seller's notice, Buyer, at Buyer's option, shall within seven (7) days notify Seller of Buyer's election to either proceed with the transaction or declare the Contract null and void, in which case all earnest money shall be promptly refunded to Buyer. In the event Buyer does not notify Seller of Buyer's election to proceed or declare the Contract null and void within the time specified, the contract shall remain in full force and effect without this contingency.

16. HOME INSPECTION (check if applicable _____)

Buyer has the right to conduct a Home Inspection in accordance with the attached inspection addendum. After the inspection, if the Contract is not terminated or repairs agreed upon, Buyer accepts the Property and its improvements in its condition at the time of inspection.

17. TERMITES (check if applicable _____)

Before Settlement, Seller shall provide at Seller's expense written professional certification that the dwelling (only) is free of active termites. If active termites are found, the improvements shall be treated at Seller's expense by a professional exterminator. If substantial structural damage due to termites is found, repairs shall be made at Seller's expense or negotiated, or either party may declare this Contract null and void and earnest money shall be refunded.

18. RADON DISCLOSURE REPORT [Applies only if a residence is being sold].

Seller shall comply with the Disclosure of Information on Radon Hazards, a copy of which is attached.

19. LEAD-BASED PAINT TESTING. [Applies only if residence that was constructed prior to January 1, 1978 is being sold] (check if applicable _____)

This Contract **is / is not (strike one)** contingent upon a risk assessment or inspection of the Property, at Buyer's expense, for the presence of lead-based paint hazards at levels determined unacceptable by federal law or regulation. Buyer shall have until 5:00 p.m. on the 10th day following final acceptance of this Contract. (The date of final acceptance shall not be counted as part of the 10 day period) to complete the inspection of risk assessment. If the inspection or risk assessment discloses the presence of a lead-based paint hazard, then Buyer shall notify Seller, in writing, of such findings and provide Seller with a copy of the inspection report within five (5) days after the time for conducting the inspection. Failure to give written notice to Seller within said time period shall mean that the contingency has been satisfied and the Buyer is bound by this Contract. If Buyer gives the appropriate notice to Seller then:

(check one)

_____ Buyer may terminate this Contract by written notice to the Seller by 5:00 p.m. on _____, 20__.

_____ Buyer shall provide Seller a written list of the existing deficiencies and the corrections needed. Seller shall notify Buyer in writing within ten (10) days after the receipt of the list of existing deficiencies as to what conditions, if any, will be remedied by Seller prior to closing. Buyer shall have three (3) days to notify Seller whether the proposed remediations are acceptable, and if the proposed remediations are accepted by Buyer the Contract will be binding on both sides and Seller shall be obligated to make the proposed remediations prior to closing. If Buyer fails to respond within three (3) days or does not accept the proposed remediations, then this Contract shall be void and the earnest money returned to Buyer.

_____ Buyer waives right to lead paint inspection.

20. RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT. [Applies only if a residence is being sold].

Seller shall comply with the Residential Real Property Disclosure Act (765 ILCS 77/1 et seq.), as amended, a copy of which is attached.

21. EQUIPMENT WARRANTY

It is expressly agreed by Buyer and Seller that other than as specifically set forth in this agreement there have been no representations, warranties or guarantees concerning the condition of the plumbing, electrical, heating, air conditioning, water supply, sewers, sewage drainage disposal system, or structural soundness of the Property which is the subject of this agreement. If any of the above described warranties, representations or guarantees are to be made, they may only be made in writing prior to the time set for closing.

22. INSURANCE (DAMAGE BY CASUALTY BEFORE CLOSING)

If prior to closing, the improvements on the Property shall be destroyed or materially damaged by fire or other casualty, Buyers shall have the option of declaring contract void and receiving a refund of the earnest money paid, or of accepting the Property as damaged or destroyed, together with the proceeds of any insurance payable as a result of such destruction or damage, including Seller's deductible, which proceeds the Seller agrees to assign to Buyer. Seller agrees to keep the building on said Property insured at present coverage or \$_____ until possession is given.

23. 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.

24. COMMISSION

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

25. EARNEST MONEY ESCROW

The earnest money funds shall be held in trust for the mutual benefit of the Parties by ~~Sellers / Buyers (strike one)~~ Broker / X Other agreed to party, namely, Marshall County Title Company, as "Escrowee". Initial Earnest Money of \$_____ shall be tendered to Escrowee on or before 3 (three) days after Date of acceptance for the mutual benefit of the parties, and shall be disbursed according to the terms of this Contract.

26. 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 24 and 28 of this agreement.

27. TAX DEFERRED EXCHANGE (check if applicable _____)

Seller X and/or Buyer X 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.

28. 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: _____

29. 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 the 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 the Escrowee shall distribute the proceeds in the manner set forth in the Broker's notice.

Buyer and Seller acknowledge that as long as the Escrowee returns earnest money in accordance with the above written procedures and in accordance with the 30 day notice given by the 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**

Buyer Phone Number

Seller Phone Number

Buyer Email Address

Seller Email Address

Attorney Name

Sam Erkonen

Attorney Name

Attorney Address

24014 Renwick Rd, Suite 105, Plainfield, IL 60544

Attorney Address

Attorney Phone Number

815-919-6580

Attorney Phone Number

Attorney Email Address

sam@samerkonen.com

Attorney Email Address

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 Number

Email Address

Real Estate Brokers for the transaction are:

Hertz Real Estate Services

Listing Broker

Hertz Real Estate Services

Listing Broker

By Agent Brian Massey

By Agent Spencer Smith

700 West Bridge St., PO Box 467

Address

700 West Bridge St., PO Box 467

Address

Monticello, IL 61856

Address

Monticello, IL 61856

Address

217-762-9881

Phone Number

217-762-9881

Phone Number

BrianM@Hertz.ag

Email Address

SpencerS@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.



Plat of Survey

STATE OF ILLINOIS)
) SS
 COUNTY OF LASALLE)

I, Kenneth A. Giordano, Illinois Professional Land Surveyor, do hereby state that to the best of my knowledge and belief, that the plat drawn hereon is a true and correct representation of a survey made under my direction at the request of the Lois Becker Estate. I further state that I have made no independent search for records of ownership, or title search may disclose as part of this survey, but I have relied upon the materials and representations supplied to me by the owners or owners representative and that a current title commitment was not furnished to me as part of this survey. This professional service conforms to the current Illinois Minimum Standards for a boundary survey.

Parcel #9

That part of the West half of the Southeast Quarter of Section 32, Township 30 North, Range 1 East of the Third Principal Meridian described as follows:

Beginning at the Southwest corner of the Southeast Quarter of said Section 32; thence North 00 degrees 39 minutes 44 seconds West along the West line of the Southeast Quarter of said Section 32; thence South 89 degrees 11 minutes 19 seconds East 329.76 feet; thence South 00 degrees 39 minutes 45 seconds East 431.10 feet to a point on the South line of the Southeast Quarter of said Section 32; thence North 89 degrees 11 minutes 19 seconds West 998.92 feet along said South line to the Point of Beginning containing 3.263 acres more or less and all situated in the Township of Evans, Marshall County, Illinois.

Kenneth A. Giordano
 Kenneth A. Giordano
 Illinois Professional Land Surveyor
 No. 35-35550
 k.giordano@ivsurveying.com



Legend

- Recovered Iron Pipe
- Recovered Iron Bar
- ◆ Recovered Nail
- ▲ Recovered Stone
- ◇ Set Mag Nail
- Set 3/4" Pipe
- _____ Boundary of Property
- _____ Existing Fence
- N 89°53'18" W 200.00' Measured Bearing and Distance
- 200.00' Measured Distance

Survey Notes

- Field work completed on 9/22/2024
- Document # 073923 - Quitclaim Deed recorded on 3/2/1999 in the Marshall County Records Office was used as a basis for this survey.
- Measured Bearings Reference Illinois West Zone Coordinate System and are on the North American Datum of 1983 (NAD 83) in U.S. Survey Feet.
- Compare your points before using same and report any differences immediately. Check legal description with deed or title policy and report any discrepancy immediately.

ILLINOIS VALLEY
SURVEYING & CONSULTANTS, INC

PROFESSIONAL LAND SURVEYING - PROFESSIONAL ENGINEERING

2584 EAST 390TH ROAD, SUITE 100
 OGLESBY, ILLINOIS 61348
 815-780-8344

P.O. BOX 302
 HENNEPIN, ILLINOIS 61327
 815-925-7511

www.IVSURVEYING.com
 DESIGN FIRM LICENSE: ILLINOIS #184-004102

DATE: 11/1/2024 FILE #: 3001.24.04 SCALE: 1"=200' DRAWING: LBE