

taxes for 2024 and thereafter, the restrictions shown in the commitment for title insurance, and further subject to any lien which the Buyer may have suffered to be attached to said premises.

Seller agrees to pay the 2024 real estate taxes due and payable in 2025. Buyer assumes and agrees to pay all subsequent real estate taxes thereon.

The parties agree that no right, title or interest, legal or equitable, in the premises, or any part thereof, shall vest in Buyer until the delivery of the deed of conveyance by Seller or until the full payment of the purchase price as due hereunder.

Seller further agrees that upon the payment of the balance of the consideration due under this contract, Seller shall execute and deliver to Buyer a deed conveying the premises to Buyer or according to Buyer's direction, and being expressly subject to the aforesaid commitment for title insurance.

Seller further covenants and agrees to pay the cost of revenue stamps which are to be placed upon the deed by the Recorder of Deeds upon the recording of the deed from Seller to Buyer.

Buyer further covenants and agrees that if final payment shall not be made on this contract as hereinabove provided, Seller shall have the option to terminate this contract by giving Notice by certified mail to Buyer at the following address _____

_____ of his/her intention so to do and all rights of Buyer under this contract shall terminate and Seller shall retain all sums so paid on this contract, and, in addition, Seller shall have the right to recover from Buyer any loss which Seller may have sustained as a result of Buyer having failed to carry out this contract.

The parties further covenant and agree that the remedy of forfeiture herein given to the Seller shall not be exclusive of any other remedy but that the Seller shall, in case of default or breach, or for any other reason herein contained, have every other remedy given by this agreement and by law or equity, and shall have the right to maintain and prosecute any and every such remedy contemporaneously or otherwise with the exercise of the right of forfeiture, or any other right herein given.

It is further expressly agreed by and between the parties hereto that should Seller need to exercise any legal remedy under this contract, that the costs of pursuing such remedies and ancillary actions to enforce a judgement, including reasonable attorneys' fees, shall be assessed against the Buyer.

Buyer further covenants and agrees that if Buyer shall fail to make the final payment on the date due, but shall make payment at a date subsequent thereto and prior to this contract being terminated by Seller, as hereinbefore provided, that Buyer shall cause to be paid to Seller interest at the rate equal to the average rate charged on the date of closing by commercial lenders in Fulton County, on real estate loans from the date of closing until the date of payment, which interest shall be paid to Seller as an additional consideration.

Seller shall be entitled to any profits from the premises generated in 2024, if any, and Buyer shall be entitled to all profits thereafter.

ADDITIONAL terms to this Contract are noted as follows:

Buyer has inspected the property and is accepting the property in its current condition "as-is" with all faults.

The words "Seller" and "Buyer" as used in this contract in the singular shall include the plural.

This contract executed in duplicate sets forth all the promises, agreements, conditions and understandings between the Seller and the Buyer and there are no promises, agreements, conditions or understandings, either oral or written, expressed or implied, between them other than as herein set forth and shall be binding upon our heirs, executors, administrators, and assigns.

Seller agrees to maintain insurance on the premises until the day of closing and shall retain any risk of loss.

This Agreement may be executed in any number of counterparts and by each party, each of which when so executed and delivered shall be an original, and all of which together shall constitute one document. The parties may execute this document by facsimile, scanned Portable Document Format ("PDF") or other electronically transmitted signature, and such facsimile,

scanned PDF, or other electronically transmitted document, including the signatures thereon, shall be treated in all respects as an original instrument bearing an original signature.

This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

SELLER:

BUYER(s):

DALE A. WRIGHT

Name 1 Signature

CARL D. WRIGHT

Name 2 Signature (if applicable)

MARCENA L. KLINEDINST, as Trustee of
The *Gerald E. Klinedinst and Marcena L.
Klinedinst Revocable Trust*, dated September
21, 2022

GERALD E. KLINEDINST, as Trustee of
The *Gerald E. Klinedinst and Marcena L.
Klinedinst Revocable Trust*, dated September
21, 2022

LENDER INFORMATION (IF ANY):

Company: _____

Name of Banker: _____

Phone number: _____

Address: _____

EXHIBIT "A"

TRACT 3 DESCRIPTION – 35.477 ACRES±

A part of the Southwest Quarter of Section 4, Township 5 North, Range 2 East of the Fourth Principal Meridian, Fulton County, Illinois, more particularly described as follows:

Beginning at an iron rod set at the northeast corner of said Southwest Quarter of Section 4; thence South 01 degrees 19 minutes 55 seconds West (Bearings refer to the Illinois Coordinate System, West Zone, NAD 1983), a distance of 1,284.56 feet along the east line of said Southwest Quarter of Section 4; thence North 88 degrees 40 minutes 05 seconds West, a distance of 18.90 feet to an iron rod set; thence South 58 degrees 19 minutes 13 seconds West, a distance of 110.18 feet to an iron rod set; thence South 38 degrees 10 minutes 53 seconds West, a distance of 22.34 feet to an iron rod set; thence South 08 degrees 49 minutes 50 seconds West, a distance of 114.63 feet to an iron rod set in an existing fence line; thence South 85 degrees 57 minutes 48 seconds West, a distance of 187.91 feet along said existing fence line to an iron rod set; thence North 83 degrees 30 minutes 49 seconds West, a distance of 107.04 feet to an iron rod set; thence South 45 degrees 10 minutes 11 seconds West, a distance of 53.98 feet to an iron rod set; thence South 14 degrees 20 minutes 05 seconds West, a distance of 137.18 feet to an iron rod set in said existing fence line; thence North 86 degrees 56 minutes 46 seconds West, a distance of 232.53 feet along said existing fence to an iron rod set; thence North 69 degrees 37 minutes 07 seconds West, a distance of 165.60 feet to an iron rod set in said existing fence line; thence along said existing fence line for the next 5 courses bearing North 00 degrees 54 minutes 31 seconds East, a distance of 358.45 feet to an iron rod set; thence North 11 degrees 40 minutes 53 seconds East, a distance of 343.38 feet to an iron rod set; thence North 49 degrees 07 minutes 05 seconds West, a distance of 20.29 feet to an iron rod set; thence North 78 degrees 31 minutes 07 seconds West, a distance of 331.84 feet to an iron rod set; thence North 06 degrees 41 minutes 38 seconds East, a distance of 796.02 feet to the north line of said Southwest Quarter of Section 4; thence leaving said existing fence line and along said north line bearing North 89 degrees 28 minutes 59 seconds East, a distance of 1,099.99 feet to the point of beginning, containing 35.477 acres more or less.

Subject to all easements of record and to the rights, if any, of the public for Round Barn Road along the north and east sides of the above described tract.

Part of Property Identification Number (PIN): 17-18-04-100-001 (**PART**)