

AGREEMENT TO PURCHASE

THIS AGREEMENT is made and entered into by and between the **ESTATE OF HAROLD ROBERT BRINEY, by JOHANNA BETH BRINEY, as Independent Personal Representative of said Estate**, of the City of Moberly, in the County of Randolph, in the State of Missouri, **CARLE HEALTH CENTER FOR PHILANTHROPY- GREATER PEORIA a/k/a THE METHODIST MEDICAL CENTER FOUNDATION, AN ILLINOIS NOT FOR PROFIT CORPORATION**, of the City of Peoria, in the County of Peoria, in the State of Illinois, **OSF HEALTHCARE FOUNDATION**, of the City of Peoria, in the County of Peoria, in the State of Illinois, and **CASS COUNTY HEALTH DEPARTMENT**, of the City of Virginia, in the County of Cass, in the State of Illinois, hereinafter called Sellers, and _____, of the City/Town/Village of _____, in the County of _____, and State of _____, hereinafter called Purchaser.

WITNESSETH:

1. That as a result of an on-line public land auction conducted by SULLIVAN AUCTIONEERS, a BIG IRON COMPANY, on the 8th day of January, 2024, the Sellers agree to sell and the Purchaser agrees to purchase, for the sum of \$ _____, the following described real estate, being **Tract _____ or Tracts _____**, described as follows:

See Attached Legal Description Labeled Exhibit A

2. That the purchase price of \$ _____ shall be paid in the following manner:

- a. **TEN PERCENT (10%) of purchase price down to be paid at time Agreement is executed following the public land auction, said down-payment is non-refundable, unless the bid is rejected by one or more of the Sellers;**

- b. **NINETY PERCENT (90%) of purchase price to be paid at closing, which shall take place on or before the 15th day of February, 2024, or a later date agreed upon by the parties hereto, at the law office of KNUPPEL & LINDNER located at 124 West Market Street, Havana, Illinois, or such other location as may be agreed upon by the parties.**

3. Upon payment of the purchase price in full, the Sellers shall furnish to the Purchaser a good and sufficient Warranty Deed, conveying good and merchantable title and shall provide a Title Policy, in the full amount of the purchase price, free and clear of liens of any kind and containing only ordinary exceptions.

4. Sellers shall pay the 2023 Real Estate Taxes due and payable in 2024. All 2024 Big Lake Drainage and Levee District Drainage Assessments, if any, shall be paid by Purchaser.

5. Possession shall be granted to Purchaser upon closing, subject to the rights of former tenant to keep grain stored in the grain bins on Tract 2 until March 15, 2024.

6. No agreement, other than those specifically contained herein, and the oral announcements made at the auction, shall be binding upon either of the parties.

7. If either party repudiates or fails to perform any obligation under this Contract (a default), the non-defaulting party shall serve written notice of default on the defaulting party within seven calendar days after the alleged default occurs, or after the agreed closing date. Failure to so provide the notice shall limit the available remedies of the non-defaulting party to recovery of the earnest money. If notice is properly given and the defaulting party does not cure the default within ten days of the service of the notice, the non-defaulting party may pursue any remedy available in law or equity, including specific performance. Amounts recoverable for damages are not limited to the

earnest money deposit. In the event of litigation, the defaulting or losing party shall pay on demand the reasonable attorneys' fees and court costs incurred by the prevailing party.

8. This Agreement is binding upon the heirs, Executors and assigns of all parties hereto.

9. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile transmission or PDF copy of this signed Agreement shall be legal and binding on all parties hereto.

10. Time is of the essence of this Agreement.

11. Sellers hereby acknowledge it may be the intent of the Purchaser to effect an IRC Section 1031 tax deferred exchange which will not delay the closing or cause additional expense to the Sellers. The Purchaser's rights under this Agreement may be assigned to a Qualified Intermediary, for the purpose of completing such an exchange. Sellers agree to cooperate with the Purchaser and the Qualified Intermediary in a manner necessary to complete the exchange.

12. Special Terms: The acceptance of this bid must be unanimous on behalf of the Sellers. Purchaser acknowledges that it may take up to thirty (30) days for all Sellers to either accept or reject their bid. In the event of a rejection of said bid said down-payment will be returned to Purchaser.

DATED this 8th day of January, 2024.

ESTATE OF HAROLD ROBERT BRINEY,
by JOHANNA BETH BRINEY, as
Independent Personal Representative
of said Estate, Seller

CARLE HEALTH CENTER FOR
PHILANTHROPY-GREATER
PEORIA a/k/a THE METHODIST
MEDICAL CENTER
FOUNDATION, AN ILLINOIS
NOT FOR PROFIT
CORPORATION, Seller

OSF HEALTHCARE FOUNDATION,
Seller

CASS COUNTY HEALTH
DEPARTMENT, Seller

Purchaser

Purchaser

KNUPPEL & LINDNER
ATTORNEYS AT LAW
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