

AGREEMENT TO PURCHASE REAL ESTATE

The undersigned, BERNARD F. KOCH, not individually but as the Trustee of the Bernard F. Koch Farm Trust dated the 16th day of June, 2017, as to an undivided 1/3 interest, DAVID J. KOCH, as to an undivided 1/3 interest and RANDALL M. KOCH, as to an undivided 1/3 interest (collectively hereinafter referred to as "Seller"), agrees to sell, and _____ (hereinafter referred to as "Buyer"), agrees to purchase, the real estate hereinafter described, according to and in consideration of the following mutual terms and conditions.

1. **Description of Real Estate and Purchase Price.** The real estate being purchased hereby is farmland and legally described as follows:

Tract 1:

The East One-half of the Southwest Quarter of Section Eight (8) all in Township One (1) South of the Base Line, Range Four (4) West of the Fourth Principal Meridian, also

Tract 2:

The West One-half of the Southeast Quarter of Section Eight (8) all in Township One (1) South of the Base Line, Range Four (4) West of the Fourth Principal Meridian, EXCEPTING THEREFROM the following described real estate:

A tract of land lying in and being a part of the West Half (W ½) of the Southeast Quarter (SE ¼) of Section Eight (8), Township One (1) South, Range Four (4) West, of the Fourth Principal Meridian, Brown County, Illinois being more fully described as follows:

Commencing at a point marking the Southeast corner of the aforementioned Section Eight (8); thence South 89° 50' 50" West, (along the South line of the Southeast Quarter of said Section (8), a distance of One Thousand Four Hundred Seventy-eight and Ninety-six Hundredths (1478.96) feet to the true point of beginning; thence continue South 89° 50' 50" West, (along said South line), Four Hundred Eighty-eight and Fifty-six Hundredths (488.56) feet; thence North 02° 42' 48" East, (leaving said South line), Two Hundred Eight and Eighty-eight Hundredths (208.88) feet; thence North 88° 53' 12" East One Hundred Thirty-one and Fifty-five Hundredths (131.55) feet; thence South 73° 02' 50" East, Ninety-six and Seventy-five Hundredths (96.75) feet; thence South 04° 21' 18" East, Seventy-six and Twenty-two Hundredths (76.22) feet; thence North 87° 16' 29" East, Two Hundred Forty-seven and Forty-three Hundredths (247.43) feet; thence South 00° 48' 21" East, One Hundred Seventeen and Forty-six Hundredths (117.46) feet to the point of beginning, containing 1.73 Acres, more or less; with the above described subject to that portion now being used for public road purposes (1000N); all as per the survey in July of 2001 of Marvin J. Likes, Illinois Professional Land Surveyor #35-2350, and recorded in Book 2 of Plats, at page 8, File No. 470, to which reference is made for greater certainty,

PIN: 06-009-008-00
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(the "Real Estate").

The purchase price for the Real Estate is \$_____.

2. **Earnest Money.** The sum of \$_____ (10% of the purchase price) as earnest money shall be deposited with MAYS, WALDEN & ANASTAS, P.C., of 636 Hampshire Street, Suite 101, Quincy, Illinois 62301, as Escrow Agent, by no later than the close of the business day on November 14, 2024. At closing, the earnest money shall be applied to the purchase price. In the event of Buyer's default, the earnest money shall be forfeited to Seller and in addition, Seller shall have any remedies available at law or in equity. In the event Seller is unable to complete the sale for any reason, Seller shall refund the earnest money in full to Buyer, as Buyer's sole remedy. Buyer and Seller agree and do hereby hold the Escrow Agent harmless for all attorney fees, costs and expenses which may result to the Escrow Agent in the event a dispute arises between the parties.

3. **Closing.** The full purchase price, less credits for: 1) the earnest money as provided in Paragraph 2 above and 2) the 2024 real estate taxes as provided in Paragraph 5 below, shall be paid at closing by wired funds. The transaction will be closed and fully completed on or before December 16, 2024. Possession shall be given at closing. The transaction will be closed at Adams County Abstract & Title Company, 231 N. 6th Street, Quincy, Illinois 62301.

4. **Title Insurance.** Seller shall furnish at Seller's expense a standard title insurance policy extended to or beyond the date of this Agreement, issued by the Escrow Agent. If mortgage title insurance is required by Buyer, the same shall be paid for by Buyer. Title insurance shall show merchantable title in Seller covering the Real Estate in the amount of the purchase price, subject only to the following: taxes and any special assessments, now a lien or confirmed; covenants, restrictions and easements of record; drainage ditches, feeders and laterals; and the rights of the municipality, the State of Illinois and the general public in and to that part of the premises taken or used for roadway. Seller shall pay the real estate transfer taxes at closing. Conveyance shall be by Trustee's Deed and Warranty Deed, with title held thereunder as Buyer directs. The Trustee's Deed and Warranty Deed will be subject to: current accrued real estate taxes; drainage ditches, feeders and laterals; the rights of the municipality, the State of Illinois and the general public in and to that part of the real estate taken or used for roadway; and existing easements and restrictions of record, if any.

5. **Real Estate Taxes.** The 2023 real estate taxes, payable in 2024, have been paid by Seller. The 2024 real estate taxes, payable in 2025, will also be paid by Seller by Seller giving Buyer a credit for such taxes against the purchase price at closing. Buyer and Seller hereby acknowledge that the 2024 real estate taxes will be estimated on the best information now available, and each party waives any and all claims for reimbursements or refunds of actual taxes paid upon receipt of the tax bill therefor. Because of the credit against the purchase price given at closing from Seller to Buyer for the 2024 real estate taxes, the real estate taxes for 2024, payable in 2025, and the real estate taxes for subsequent years shall be paid by Buyer when the same become due. This provision shall survive and be enforceable subsequent to the closing.

6. **No Warranties.** Buyer hereby acknowledges that the buildings or other improvements on the Real Estate, if any, being sold are not new and that there has been and is no warranty or representation by Seller or any of Seller's agents regarding the condition of the Real Estate and any improvements thereon, or the environmental condition of the Real Estate. Buyer agrees to take title to the Real Estate subject to its "as is" condition, including all buildings or other

improvements thereon and to any matters relative thereto concerning environmental law and regulations. Buyer acknowledges that Buyer has been afforded adequate and sufficient opportunity to examine and inspect the Real Estate and any improvements thereon. This provision shall survive and be enforceable subsequent to the closing.

7. **No Contingencies**. This Agreement is not subject to any contingency, including Buyer's financing for the purchase of the Real Estate; however, Buyer may obtain financing for the purchase.

8. **Miscellaneous**. Whenever the context hereof shall so require, the singular shall include the plural and the masculine gender shall include the feminine. Any notices required hereunder or relative to this Agreement between the parties hereto shall be in writing and shall be sent by certified mail, return receipt requested, to the last known post office of the party receiving said notice, or said notice may be delivered in person. Time is of the essence of this Agreement. Any defaulting party hereto shall pay the non-defaulting party's attorney fees and other legal expenses incurred in enforcing any provision hereof. This Agreement shall be binding upon and shall inure to the benefit of the assigns, heirs, devisees and personal representatives of the parties hereto. This Agreement may be signed and delivered electronically and in counterparts, together which shall constitute the Agreement in whole.

This Agreement is executed by the undersigned parties and is effective on the last date inserted below.

BERNARD F. KOCH FARM TRUST, as to an undivided
1/3 interest, Seller

DATED November 14, 2024: By: _____
BERNARD F. KOCH, Its Trustee

DAVID J. KOCH, as to an undivided 1/3 interest, Seller

DATED November 14, 2024: By: _____
DAVID J. KOCH

RANDALL M. KOCH, as to an undivided 1/3 interest, Seller

DATED November 14, 2024: By: _____
RANDALL M. KOCH

DATED November 14, 2024: _____
_____, Buyer

RECEIPT OF EARNEST MONEY

The undersigned received the \$_____ in earnest money
from Buyer this _____ day of November, 2024.

MAYS, WALDEN & ANASTAS, P.C., Escrow Agent

By:_____

Seller's Attorney and Escrow Agent:

Drew T. Erwin
MAYS, WALDEN & ANASTAS
636 Hampshire St., Suite 101
Quincy, Illinois 62301
Tele: (217) 222-1526
E-Mail: derwin@mwapc.com

Buyer's Additional Information:

Address: _____

Telephone No.: _____

Email address: _____

Attorney (if any): _____

Lender (if any and though not subject to financing): _____

Title to be taken in the name of: _____

