

CONTRACT FOR SALE OF REAL ESTATE McLEAN COUNTY BAR ASSOCIATION
APPROVED FORM (REVISED CONTRACT FORM APPROVED NOVEMBER 7, 2017)

Seller:

Charles H. Lobdell Trust
c/o Bank of Pontiac, Trustee
300 W. Washington Street
Pontiac, IL 61764

Buyer:

Attorney:

Caughey, Legner, Freehill,
Ehrgott & Mann, LLP
213 S. Green Street
PO Box 198
Chenoa, Illinois 61726
(815) 945-2611 Phone
(815) 945-5211 Fax

Attorney:

Auctioneer:

Sullivan Auctioneers, LLC
1066 E. US Hwy. 136
PO Box 111
Hamilton, IL 62341
844-847-2161 Office
217-847-6246 Fax

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE
CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

THIS CONTRACT is entered into between, **BANK OF PONTIAC AS TRUSTEE OF
THE CHARLES H. LOBDELL TRUST**, hereinafter referred to as Seller, and
_____, hereinafter referred to as Buyer, who agree as
follows:

1. DESCRIPTION, PRICE AND PAYMENT: Seller sells the following described real estate,
to-wit:

*The East Half of the Southeast Quarter of Section 1, Township 24 North, Range 4 East of the
Third Principal Meridian, McLean County, Illinois, EXCEPT the West 260 feet of the South
277.40 feet of the East Half of the Southeast Quarter of Section 1, Township 24 North, Range
4 East of the Third Principal Meridian, McLean County, Illinois EXCEPT the South 42.40
feet thereof, lying within the right-of-way of Illinois Route 165.
Parcel No. 16-01-400-005*

(the legal description may be changed upon provision of a legal description by the title insurance
company),

with improvements located thereon, commonly known as Farmland in Blue Mound Township, McLean County, Illinois, to Buyer, who agrees to pay \$_____ therefor in the manner following: \$_____ (earnest money refundable only upon Seller breach) upon the execution of this Contract:

- X A. To be deposited into escrow until closing;
- _____ B. To be delivered to Seller, receipt of which is hereby acknowledged;

and the remainder as required by the closing agent on or before the _____, 2024, and on receipt of deed.

2. **EVIDENCE OF TITLE:** Not less than fourteen (14) days prior to closing, Seller will furnish Buyer with written commitment from a title insurance company duly authorized to do business in Illinois, showing title to said premises subject only to matters to which this sale is subject by the terms hereof and to the customary exceptions contained in owners policies issued by such company. If written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such policies, then Seller shall have until date for delivery of deed to correct such defects. Owner's title policy, in amount of the purchase price for said premises, will be paid for by the Seller and issued to Buyer after delivery of deed.
3. **DEED AND POSSESSION:** Seller will cause fee simple title to said real estate to be conveyed to Buyer, or to such party as Buyer may direct, by Warranty Deed (or Trustee's Deed or Executor's Deed, where applicable), and shall deliver possession to Buyer upon payment being made as herein provided, on or before _____, 2024. Seller shall pay all owners' association(s) dues and/or assessments, and water, sewer, and public utility service charges incurred for improvements on said real estate up to the time when possession passes to Buyer.
4. **RISK OF LOSS:** This Contract is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that the Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.
5. **TAXES:** Taxes for the year 2023 payable in 2024 to be paid by Seller and by allowance of Seller's share thereof being a credit against the purchase price at closing, based upon the latest tax information available. Taxes for 2024 payable in 2025 and thereafter shall be paid by Buyer. All transfer taxes shall be paid by Seller.
6. **ENCUMBRANCES:**
 - A. Mortgage, if any, shall be satisfied out of the purchase price and released when deed is delivered. Seller's obligation to obtain the mortgage release shall continue until the release is obtained and recorded.
 - B. Easements and building or use restrictions of record, and zoning and building ordinances, if any, shall not be considered as rendering title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.

7. ~~**FINANCING:** This Contract is subject to Buyer obtaining (check applicable):~~

~~_____ Conventional/ VA/ FHA/ (Other) and _____ ARM/ FIXED;
financing in an amount equal to _____ % of the purchase price amortized over _____ years
(check one of the following):~~

~~_____ at an initial interest rate not to exceed % and points charged not in excess of . (or)~~

~~_____ at the prevailing loan interest rate and terms.~~

~~Seller agrees to pay up to \$ _____ in discount points, if charged by lender. Buyer agrees to make a good faith effort to apply for said financing on or before _____. In the event Buyer is unable to obtain this financing and Buyer so notifies Seller in writing on or before _____, this Contract shall become null and void, and any down payment paid or escrowed shall be refunded to Buyer. If Seller is not so notified, it shall be conclusively presumed that Buyer has secured such commitment or will purchase said property without reliance upon any mortgage financing contingency.~~

8. **TOXIC OR HAZARDOUS WASTE:** Seller is unaware of any toxic or hazardous waste materials being stored or having been stored on the premises or the existence of any underground fuel storage tanks on the property, and further represents that no notices have been received from the Illinois Environmental Protection Agency or the Illinois Environmental Pollution Control Board or any other governmental entity with regard to a toxic or hazardous waste problem with the property.

9. **SELLER'S WARRANTIES:** Seller hereby provides the following warranties:

A. That no work has been done upon, or materials furnished to the premises which could give rise to a lien under the Illinois Mechanics' Lien Act;

B. Additional Warranties: none.

10. **ADDITIONAL PROVISIONS:**

A. Buyer shall assume any assumption or transfer fees incurred as a result of Buyer assuming, or taking subject to, Seller's existing mortgage, and both Seller and Buyer agree to comply with the requirements of the Real Estate Settlement Procedures Act;

B. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural number include the singular;

C. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties;

D. Time is of the essence of this Contract;

E. Seller retains the rights to any income pertaining to the 2023 crop, the 2023

government program payments and/or crop insurance payments.

F. Buyer shall receive the 2024 and all subsequent years government program payments and be responsible for any reimbursements to the government under that program. After closing, Buyer is responsible to re-register farm under Buyer's name.

G. Seller will not be providing a boundary survey.

H. Buyer acknowledges that he/she/they inspected the premises and that Buyer is acquainted with the condition thereof and accept the same as of the time the Buyer executes this Contract in "AS IS" condition, normal wear and tear accepted.

I. In the event the sale herein does not close due to a breach by Buyer, Seller shall be entitled to retain possession of the property and to continue the farming operation for 2024 and subsequent years.

J. Seller acknowledges that buyer is entering into this Agreement on the basis of Seller's agreement that Buyer(s) may avail themselves of certain tax treatment pursuant to Section 1031 of the Internal Revenue Code, and that this property is "replacement property", pursuant to Internal Revenue regulations. It is agreed by Buyer(s) that all costs associated with said exchange not normally incurred in the course of sale of property in McLean County, Illinois shall be borne by Buyer(s), and Buyer(s) hereby indemnify Seller against any and all costs.

Seller agrees to execute any and all documents reasonably necessary to allow Buyer(s) to comply with the above described Section of the Internal Revenue Code.

It is further understood and agreed between the parties that Buyer(s) have designated _____ as Qualified Intermediary, as defined in Treas. Reg. Sec. 1031(k)-1(g)(4)(iii)(the "Qualified Intermediary, as defined).

11. **ESCROWEE:** The parties agree that **CAUGHEY, LEGNER, FREEHILL, EHRGOTT & MANN, LLP** is hereby designated as Escrowee for the purposes of any escrow created or hereafter required in connection with this contract. The Escrow conditions are as follows:

A. Escrowee shall hold in escrow the down payment pursuant to the terms of this contract until closing and not release said funds except with the agreement of all parties, or an order entered by a Court of competent jurisdiction;

B. Additional conditions: none.

12. **NOTICES, ETC.:** Title commitments, communications or notices with reference to this contract shall be delivered by or to the parties or their respective attorneys as shown on the first page hereof.

13. **PREPARATION AND APPROVAL:** This contract was prepared by STEVEN T. MANN, Seller's attorney, and approved by the Buyer's or Buyer's attorney.

14. **SETTLEMENT:** Closing shall be held at the office of Buyer's closing agent, or such place as the parties may agree.

15. **ATTORNEY'S FEES AND EXPENSES:** Should either Seller or Buyer be required to incur attorney's fees, costs, and/or other expenses (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms of this contract, then the party so failing to perform shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party. This provision shall survive closing and delivery of deeds.
16. **DEFAULT:** In the event either party should breach this Agreement, the other party may pursue any and all remedies provided by law.
17. **ENTIRE AGREEMENT:** This Contract represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction which is the subject of this Contract merge with and are superseded by this Contract.
18. **FORM OF AGREEMENT:** This Contract conforms in all respects with the form Contract for Sale of Real Estate-Vacant Land suggested by the McLean County Bar Association Real Estate Committee (5/26/99) with the exception of language contained in the following paragraphs: 5, 7, 10(H), 10(I) and 10(J).

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This Contract will be deemed effective as of the last date signed.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals to several counterparts of this Contract, of equal effect.

SELLER

BUYER

CHARLES H. LOBDELL TRUST

Trustee

Date

Date

The above-named designated Escrowee hereby accepts the escrow on the terms and conditions heretofore set forth.

X _____
Agent for Escrowee