

AGREEMENT TO PURCHASE

THIS AGREEMENT is made and entered into by and between MARY BERRY of the City of Pekin in Tazewell County; BRENDA THOMAS of the City of Havana in Mason County; and BRETT THOMAS of the City of Sherman in Sangamon County, all in the State of Illinois, hereinafter called Sellers, and _____ of the Village/City of _____, in the County of _____, in the State of _____, hereinafter called Purchaser(s).

WITNESSETH:

1. That the Sellers agree to sell and the Purchaser(s) agree(s) to purchase, for the sum of \$ _____, the following described real estate, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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

- a. \$ _____ down, receipt of which is hereby acknowledged.
- b. \$ _____ at closing which will be held between January 1, 2025 and January 31, 2025.

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

4. The 2024 Real Estate Taxes payable in 2025, based upon the most recent Tax Bill, shall be deducted from the purchase price hereof and shall be paid in full by the Purchaser(s) when due. The 2025 Real Estate Taxes payable in 2026, and thereafter, shall be paid in full by Purchaser(s) when due.

5. The Purchaser(s) shall be entitled to possession of the real estate upon closing.

6. The Sellers hereby warrant that no notice has been received from any City, Village or other governmental authority that there exists or existed a violation of

any building code in any structure on any of the property on or before the date of this contract.

7. The Purchaser(s) is(are) aware of the zoning of the property and is(are) satisfied that such zoning does not conflict with his/her/their intended use of the property.

8. No agreement, other than those specifically contained herein, shall be binding upon either of the parties.

9. 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.

10. This Agreement is binding upon the heirs, executors and assigns of all parties hereto.

11. MINE SUBSIDENCE. Pursuant to the Illinois Mine Subsidence Disclosure Act, Public Act 86-236 ("Acts"), effective January 1, 1990, the undersigned hereby certifies with respect to the land described above that no insurance claims for mine subsidence damage have been paid to the transferor and no claims for mine subsidence damage are outstanding.

12. TOXIC OR HAZARDOUS WASTE. Sellers are 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, except as stated in the Residential Real Property Disclosure Report.

13. 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, or an electronically generated signature, shall be legal and binding on all parties hereto.

14. Time is of the essence of this Agreement.

DATED this _____ day of _____, 2024.

SELLERS:

PURCHASER(S)

Mary Berry

Brenda Thomas

Brett Thomas

KNUPPEL & LINDNER
ATTORNEYS AT LAW
124 W MARKET STREET
HAVANA IL 62644
TELEPHONE: (309) 543-2291
FACSIMILE: (309) 543-6819

F:\Office\Real Estate Matters /Mary Berry Auction/Purchase Agreement Tract 2

EXHIBIT A

Legal Description Tract 2:

The North Half of the Southwest Quarter of Section 1, Township 22 North, Range 8 West of the Third Principal Meridian, Mason County, Illinois, EXCEPT:

A part of the Southwest Quarter of Section 1, Township 22 North, Range 8 West of the Third Principal Meridian, Mason County, Illinois, described using bearings based on the Illinois State Plane Coordinate System NAD-83 (2011 ADJ) IL-West Zone, more particularly described as follows:

Commencing at a 5/8" iron rod at the northwest corner of the Southwest Quarter of said Section 1; thence North 88 degrees 39 minutes 12 seconds East 480.79 feet along the north line of the Southwest Quarter of said Section 1 to an iron rod, said iron rod being the Point of Beginning; thence South 01 degrees 14 minutes 26 seconds East 230.00 feet to an iron rod; thence North 88 degrees 39 minutes 12 seconds East 447.71 feet to an iron rod; thence North 01 degrees 14 minutes 26 seconds West 230.00 feet to an iron rod on the north line of the Southwest Quarter of said Section 1; thence South 88 degrees 39 minutes 12 seconds West 447.71 feet along the north line of the Southwest Quarter of said Section 1 to the Point of Beginning, containing 2.364 acres, more or less, subject to all rights of way and easements of record.

containing 78.552 acres, more or less, subject to all rights of way and easements of record;

ALSO BEING SUBJECT TO:

An easement for irrigation overhang purposes over, across, and through a part of the North Half of the Southwest Quarter of Section 1, Township 22 North, Range 8 West of the Third Principal Meridian, Mason County, Illinois, described using bearings based on the Illinois State Plane Coordinate System NAD-83 (2011 ADJ) IL-West Zone, more particularly described as follows:

Commencing at an iron pipe at the southwest corner of the North Half of the Southwest Quarter of said Section 1; thence North 88 degrees 16 minutes 44 seconds East 1068.88 feet along the south line of the North Half of the Southwest Quarter of said Section 1 to the Point of Beginning; thence North 82 degrees 52 minutes 15 seconds East 159.15 feet; thence North 88 degrees 16 minutes 44 seconds East 164.38 feet; thence South 76 degrees 34 minutes 12 seconds East 57.39 feet; thence South 88 degrees 16 minutes 44 seconds West 378.22 feet to the Point of Beginning, containing 0.093 acres, more or less.

PERMANENT INDEX NO.: 05-01-300-001 (split)