

**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 within on or before December 31, 2024.

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 Tracts 1 & 3



## EXHIBIT A

### Legal Description Tract 3:

That part of the East Half (E ½) of the Northwest Quarter (NW ¼) of Section 1, Township 22 North, Range 8 West of the Third Principal Meridian, Mason County, Illinois, lying South and East of Havens' Lease Map and the township road located in said Quarter Section; EXCEPTING commencing at the Northeast corner of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of said Section 1 and running thence West 441.44 feet; thence South 58° 28' 670.56 feet; thence South 43° 11' West, 176.00 feet to the actual place of beginning; thence continuing South 43° 11' West, 317.6 feet; thence South 2004.00 feet to the Southwest corner of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of said Section 1; running thence North 88° 06' East, 300.00 feet; thence North 2162.8 feet; thence North 48° 39' West, 110.13 feet to the actual place of beginning, exception containing 14.75 acres, more or less; FURTHER EXCEPTING commencing at the Northeast Corner of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of said Section 1, thence South 0° 16' West, 1062.00 feet, thence West 20.00 feet to the actual place of beginning; thence West 250.00 feet; thence South 0° 16' West, 400.00 feet; thence East 250.00 feet; thence North 0° 16' East, 400.00 feet to the actual place of beginning, said exception containing 2.30 acres, more or less; FURTHER EXCEPTING commencing at the Southeast corner of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼), thence North along the East line of said Northwest Quarter (NW ¼) a distance of 671.29 feet to an iron pin, the true point of beginning; thence North 90° 00' 00" West, a distance of 300.00 feet to an iron pin; Thence North a distance of 435.60 feet to an iron pin; thence South 90° 00' 00" East a distance of 300.00 feet to an iron pin in the East line of said Northwest Quarter (NW ¼); thence South along the East line of said Northwest Quarter (NW ¼), a distance of 435.60 feet to the true point of beginning, said exception containing 3.00 acres, more or less, all situated in the County of Mason, in the State of Illinois.

PERMANENT INDEX NO.: 05-01-100-033

AND

That part of the East Half of Lot 2 and the East Half of Lot 1 being the Northeast Quarter of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 1, Township 22 North, Range 8 West of the Third Principal Meridian, Mason County, Illinois, and more fully described as follows: Commencing at the Half Section corner on the North side of said Section 1 and running thence West on the North line of said Section 1, 441.14 feet to the intersection of said North line and the boundary line of the Chautauqua Migratory Waterfowl Refuge and running thence South 58 degrees 28 minutes West 670.56 feet to a concrete marker with a bronze plate, running thence South 43 degrees 11 minutes West 493.60 feet to the intersection of the last described line and the West line of the East Half of Lot 2 in said Section (being the West line of the Northeast Quarter of the Northwest Quarter of said Section 1) thence South 149.38 feet along the West line of the East Half of the Northwest Quarter of said Section 1 to a point on the

Southerly right of way line of a road survey known as FAS 571, and as relocated in 1970, said point being 40 feet right of Sta. 198 + 25.32, the actual place of beginning, thence Northeasterly along a right of way line curving to the right, the tangent to said curve forming a deflection angle of 124 degrees 49 minutes 38 seconds to the left with the last described line extended, and having a radius of 1105.92 feet, a distance of 337.63 feet to a point on a line 300 feet East of, and parallel with the West line of the East Half of the Northwest Quarter of said Section 1, said point being 40 feet right of Sta. 201 + 75.17; thence South 2002.48 feet; thence South 88 degrees 06 minutes West 300 feet; thence North on the West line of the East Half of the Northwest Quarter of said Section 1, 1854.62 feet to the actual place of beginning, subject to roads right of way on the South end thereof. Situated in the County of Mason and State of Illinois.

PERMANENT INDEX NO.: 05-01-100-006

AND

The Southeast Part of the Northwest Quarter (NW  $\frac{1}{4}$ ) of the Northwest Quarter (NW  $\frac{1}{4}$ ) of Section One (1), Township Twenty-two (22) North, Range Eight (8) West of the Third Principal Meridian, Mason County, Illinois.

PERMANENT INDEX NO.: 05-01-100-002

AND

The Southwest Quarter (SW  $\frac{1}{4}$ ) of the Northwest Quarter (NW  $\frac{1}{4}$ ) of Section One (1), excepting that part of said premises conveyed by Master's Deed, dated July 23, 1935, and recorded in Miscellaneous Record 129, Page 344, in the office of the Recorder of Deeds, Mason County, Illinois, containing Seven and one-half (7.5) acres, and also excepting two (2) triangular tracts of land shown as Tract 76a and Tract 76b on an instrument shown as Instrument No. 95017 and recorded in the Miscellaneous Records in Volume 161 at Page 104 in the Office of the Recorder of Mason County, Illinois, said Tract 76a containing .21 of an acre and said Tract 76b containing .84 of an acre, all of said land being in Township Twenty-two (22) North, Range Eight (8) West of the Third Principal Meridian.

PERMANENT INDEX NO.: 05-01-100-010