

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 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 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 Deed, 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, and the 2025 Real Estate Taxes payable in 2026, based upon the most recent Tax Bill, shall be pro-rated to the date of possession, shall be deducted from the purchase price hereof and shall be paid in full by the Purchaser(s) when due. The 2026 Real Estate Taxes shall be paid by Purchaser(s).

5. The Purchaser(s) shall be entitled to possession of the real estate at 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 parties further agree that Purchaser(s) have fully inspected the house and all equipment therein and will accept the same in an "AS IS" condition. **ANY AND ALL**

WARRANTY OF HABITABILITY, WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS AS TO A PARTICULAR PURPOSE IS DISCLAIMED.

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

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

10. 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.

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

12. Purchaser(s) may at Purchaser's election and expense have the residence inspected for termites and furnish Sellers a copy of such report, which inspection report shall be paid by Purchaser(s). In the event such report shows termite infestation or damage, Sellers shall provide notice within 10 days of receipt of such report whether Sellers elect not to treat such infestation and/or repair such damage at Sellers' expense and if Sellers elect not to treat such infestation and/or repair such damage caused by such infestation, Purchaser(s) shall at Purchaser's election upon 10 days written notice to Sellers have the right to terminate this agreement and to receive a refund of the down payment herein. Thereafter this contract shall be null and void and the parties shall have no further rights with respect to the property made the subject of this agreement.

13. **LEAD PAINT DISCLOSURE CONTINGENCY:** This Agreement is contingent upon a risk assessment or inspecting of the property for the presence of lead-based paint and/or lead-based hazards at the Purchaser's expense until 9 P.M. on the 10th calendar-day after notification, namely _____ (being 10 days after contract ratification or a date mutually agreed upon). (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet **PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME** for more information.) This contingency will terminate at the above predetermined deadline unless the Purchaser(s) (or Purchaser's agent) delivers to the Sellers (or Sellers' agent) a written contract addendum listing the specific existing deficiencies and correction needed, together with a copy of the inspection and/or risk assessment report. The Sellers may, at the Sellers' option within 10 days after Delivery of

the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Sellers will correct the condition, the Sellers shall furnish the Purchaser(s) with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Sellers do not elect to make the repairs, or if the Sellers make a counter-offer, the Purchaser(s) shall have 10 days to respond to the Counter-offer or remove this contingency and take the property in "as is" condition or this contract shall become void. The Purchaser(s) may remove this contingency at any time without cause.

14. SELLERS' DISCLOSURE. The parties acknowledge that this Contract is subject to the Illinois Residential Real Property Disclosure Act (765 ILCS 77/1, *et seq.*) and the Illinois Radon Awareness Act (420 ILCS 46/1, *et seq.*). Buyers acknowledges receipt of a completed Residential Real Property Disclosure Report, Illinois Disclosure of Information on Radon Hazards and the IEMA pamphlet entitled, "Radon Testing Guidelines for Real Estate Transactions" prior to the time this Contract was signed and said disclosures are incorporated herein by reference.

15. 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.

16. 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.

17. The following items are to remain with the premises:

18. 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.

19. 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

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EXHIBIT A

Legal Description Parcel 4:

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.

05-01-300-001 (split)