

**CONTRACT FOR PURCHASE AND SALE OF FARM REAL ESTATE**

Seller:  
The First National Bank in Amboy, not individually but as trustee under the provisions of a Trust dated January 30, 1995 as amended and known as the Leo H. Peterson Trust

Buyer:  
Name:  
  
Address:

c/o Sarah Wittenauer, Trust Officer  
220 E. Main St.  
Amboy, IL 61310  
Phone:815-857-3625  
Fax: 815-857-2341  
Email: slw@FNBAmboy.com

Phone:  
Fax:  
Email:

Seller's Attorney:  
David W. Badger, Esq.  
Ehrmann Gehlbach Badger & Considine, LLC  
215 E. First St., Ste. 100  
Dixon, IL 61021  
Phone: 815-288-4949  
Fax: 815-288-3068  
Email: badger@egbclaw.com

Buyer's Attorney:  
Name:  
  
Address:  
  
Phone:  
Fax:  
Email:

1. Mutual Covenants. Seller agrees to sell and Buyer agrees to purchase the following described farm real estate, including all appurtenances and hereditaments pertaining thereto, upon the terms set forth in this Contract:

The real estate which is the subject matter of this Contract is hereinafter referred to as the "Subject Premises," is situated in Lee County, Illinois, and contains 67.65 acres of farm real estate more or less commonly described as follows:

Part of the Northeast Quarter of Section 23, Township 21 North, Range 8 East of the Fourth Principal Meridian, bounded and described as follows:

Beginning at the Southwest Corner of the Northeast Quarter of said Section 23; thence North 00 degrees 41 minutes 46 seconds West along the West Line of said Northeast Quarter, a distance of 1714.48 feet to the centerline of Three Mile Branch; thence South 42 degrees 21

minutes 52 seconds East along said centerline, a distance of 472.32 feet; thence South 51 degrees 40 minutes 51 seconds East along said centerline, a distance of 141.20 feet; thence South 62 degrees 40 minutes 53 seconds East along said centerline, a distance of 765.44 feet; thence South 59 degrees 30 minutes 31 seconds East along said centerline, a distance of 255.37 feet; thence South 60 degrees 24 minutes 46 seconds East along said centerline, a distance of 156.15 feet; thence South 67 degrees 58 minutes 00 seconds East along said centerline, a distance of 69.38 feet; thence South 88 degrees 37 minutes 33 seconds East along said centerline, a distance of 81.06 feet; thence North 61 degrees 19 minutes 42 seconds East along said centerline, a distance of 84.24 feet; thence North 39 degrees 14 minutes 43 seconds East along said centerline, a distance of 215.63 feet; thence North 23 degrees 18 minutes 17 seconds East along said centerline, a distance of 110.47 feet; thence North 12 degrees 20 minutes 19 seconds East along said centerline, a distance of 106.82 feet; thence North 06 degrees 22 minutes 58 seconds East along said centerline, a distance of 114.99 feet; thence North 89 degrees 14 minutes 08 seconds East, a distance of 40.63 feet; thence North 68 degrees 08 minutes 39 seconds East, a distance of 114.56 feet; thence North 65 degrees 31 minutes 58 seconds East, a distance of 65.87 feet; thence North 82 degrees 48 minutes 58 seconds East, a distance of 56.65 feet; thence North 88 degrees 42 minutes 22 seconds East, a distance of 471.47 feet to the East Line of the Northeast Quarter of said Section 23; thence South 00 degrees 39 minutes 12 seconds East along said East Line, a distance of 1275.94 feet to the Southeast Corner of the Northeast Quarter of said Section 23; thence South 89 degrees 18 minutes 30 seconds West along the South Line of said Northeast Quarter, a distance of 2628.32 feet to the Point of Beginning; situated in the Township of Nelson, County of Lee and State of Illinois

Also,

Part of the Northeast Quarter (NE 1/4) of Section 23, Township 21 North, Range 8 East of the Fourth Principal Meridian, bounded and described as follows: Beginning at the Northeast corner of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of said Section 23; thence South 00 degrees 39 minutes 12 seconds East along the East line of the Northeast Quarter (NE 1/4) of said Section 23, a distance of 23.98 feet; thence South 88 degrees 42 minutes 22 seconds West, a distance of 472.72 feet; thence South 82 degrees 48 minutes 58 seconds West, a distance of 60.72 feet; thence South 65 degrees 31 minutes 58 seconds West, a distance of 68.46 feet; thence South 68 degrees 08 minutes 39 seconds West, a distance of 110.38 feet; thence South 89 degrees 14 minutes 08 seconds West, a distance of 34.40 feet to the centerline of Three Mile Branch Creek; thence North 19 degrees 37 minutes 17 seconds East along said centerline, a distance of 109.46 feet to the North line of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of said Section 23; thence North 89 degrees 15 minutes 17 seconds East along said North line, a distance of 695.02 feet to the Point of Beginning; situated in the Township of Nelson, County of Lee and State of Illinois.

Tax Code No.: Part of 15-07-23-200-005

Purchase Price. Buyer agrees to pay to Seller \_\_\_\_\_  
(Per Acre bid amount)

per acre based on the surveyed acres of 67.65 acres, which per acre bid amount multiplied by the acreage of 67.65 acres shall be the purchase price (the "Purchase Price") for the Subject Premises. The Purchase Price shall be paid as follows:

- a. Upon execution of this Agreement, Buyer shall deposit with Kenzley Title Company, an earnest money deposit of ten percent (10%) of the purchase price. Said deposit shall be made either by wire transfer or cashier's check and shall be delivered by 4:00 P.M. CDT on May 24, 2024. Buyer and Seller agree to execute the standard Kenzley Title Company, Inc. earnest money deposit escrow agreement to reflect the earnest money deposit. The escrow account will not be interest bearing and the earnest money shall be applied to the purchase price at closing; and
- b. At closing, the balance of the Purchase Price, adjusted by any prorations or credits shall be paid by Buyer to Seller. Such balance shall be paid by wire transfer by Buyer to the title company conducting the closing for delivery to Seller at closing.

2. Condition of Subject Premises. **BUYER UNDERSTANDS THAT THE SUBJECT PREMISES ARE BEING SOLD IN THEIR PRESENT "AS IS AND WHERE IS" CONDITION WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS ALL SUCH WARRANTIES, EXCEPT THE WARRANTIES AS TO TITLE AND POSSESSION, ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.**

3. Financing Contingency. This contract is not subject to a financing contingency.

4. Closing and Possession. The closing shall be on or before June 24, 2024, or at such other time as shall be mutually agreeable to the parties. Closing shall be at Kenzley Title Company, Inc., in Dixon Illinois or at such other place as shall be mutually agreeable to Seller and Buyer. Possession of the Subject Premises will be given at the time of closing, subject to the existing lease which by its terms expires on February 28, 2025. Seller shall credit the rent already paid of \$11,506.63 for the 2024 crop year to Buyer at closing and shall further credit to Buyer at closing the second installment of rent in the amount of \$11,506.62 for the 2024 crop year. Seller shall assign the existing lease to Buyer at closing and Buyer shall assume all obligations of Seller under the lease at closing, reserving, however, in that assignment the right of Seller to receive the second installment of rent and also reserving to Seller all rights of Lessor under the lease to collect that second installment of rent. At the written request of Buyer, Seller shall prior to closing give to the tenant under such farm lease a notice of non-renewal.

5. Evidence of Title. Seller has delivered to Buyer, as evidence of Seller's title, a Commitment for Title Insurance issued by Kenzley Title Company, Inc. as agent of Chicago Title Insurance Company, on behalf of Chicago Title Insurance Company, committing the company to issue a policy in ALTA Form "B", insuring title to the Subject Premises in Buyer for the amount of the purchase price subject only to the permitted exceptions to title. Seller will pay for the cost of the commitment. Seller within 5 business days of signing this agreement shall have the commitment updated and delivered to Buyer with the name of the Buyer and the purchase price.

6. Title Exceptions. Permitted exceptions to title shall include taxes or special assessments which are not shown as existing liens by the public records; taxes for 2023 and thereafter; rights of the public, the State of Illinois, and the municipality in and to that part of the Subject Premises in question taken, used or dedicated for roads or highways; rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any; and easements for utilities, provided that no such easement interferes with the reasonable use of the Subject Premises or the current tillable acres; zoning laws and building ordinances; easements, apparent or of record, which do not underlie the improvements; and covenants and restrictions of record, provided that none of these is violated by the present use of the Subject Premises and that none of these restricts the reasonable use of the Subject Premises; the rights of any adjacent property owner by virtue of fence encroachments or overlaps, if any. If title evidence discloses exceptions other than those permitted, Buyer shall give written notice of such exceptions to Seller within 10 days after receipt of title evidence. Seller shall have 20 days to have such title exceptions removed, and any such exception which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. Seller shall have the right to escrow one and one-half times the amount of any disputed ascertainable lien or encumbrance. If Seller is unable to timely cure any such exceptions, Buyer shall have the option to terminate this Contract, in which case Buyer shall be entitled to a refund of the Cash Earnest Money.

7. Real Estate Taxes, Assessments, Transfer Tax and Prorations. Taxes for the year 2023 payable in 2024 will be the responsibility of Seller and Seller shall pay the taxes on or before closing or alternatively escrow with the title company sufficient funds to pay such taxes. Buyer will thereafter be responsible for paying the real estate taxes for 2024 and thereafter. Seller will be responsible for preparation of the transfer tax declaration after receipt of title evidence. Seller will be responsible for paying the transfer tax at the time of closing.

8. Survey. Seller has provided to Buyer a survey of the Subject Premises.

9. Deed of Conveyance. At the time of closing the Seller shall deliver to Buyer an executed recordable Trustees Deed or Deeds as to its interests, sufficient to convey the Subject Premises and its hereditaments and appurtenances to Buyer or their nominee, in fee simple, subject only to exceptions permitted herein. Buyer shall be responsible for the expense of recording the deed or deeds.

10. Disclosure. Seller and Buyer hereby agree to make all disclosures and to sign all documents necessary to allow full compliance with the provisions of the Real Estate Settlement Procedures Act of 1974, as amended, to comply with the disclosure requirements of the Illinois Real Estate Transfer Declaration, and to comply with the disclosure requirements of Internal Revenue Code Section 6045(e).

11. Default. If this Contract is breached or unable to be performed (a "default") by Seller, then at Buyer's option, after giving notice of such default to Seller, Buyer may (i) proceed to Closing, without waiving any other remedies for Seller's default, or (ii) choose to declare this Contract null and void. If this Contract is breached or unable to be performed by Buyer, then Seller shall have all rights and remedies given at law or in equity, including without limitation specific performance.

In the event of any default under this Contract, the defaulting party shall pay on demand the reasonable attorney's fees incurred by the other prevailing party as a result of such default.

12. Time of the Essence. The time for performance of the obligations of the parties is of the essence of this Contract.

13. Warranties. Sellers represent that:

- a) Seller and each of them is not a "foreign person" as that term is defined in Section 1445(f) of the Internal Revenue Code and the regulations issued thereunder, as amended, or any successor thereto;
- b) to the best of each of the Seller's knowledge and belief, but without a duty of inquiry, no part of the Subject Premises is subject to any state or federal Environmental Protection Agency reporting requirements or regulation; and
- c) the Seller has not received any notice of any zoning code violation.

14. Environmental Matters/Condition of Subject Premises. Buyer acknowledges that: (i) the Subject Premises and real estate adjacent and near to the Subject Premises have been farmed for many years and that pesticides, fertilizers and other chemicals have been and will continue to be used on or applied to the Subject Premises and real estate adjacent and near to the Subject Premises; and (ii) various farm and related equipment have been and will continue to be used thereon, exposing the Subject Premises to various environmental risks associated therewith. Except as to such matters, the Seller represents that, to the best of the Seller's actual knowledge but without investigation, the officers of the trust department of the First National Bank of Amboy have no actual knowledge of:

- a) the existence of any underground storage tanks on the Subject Premises;
- b) the presence of any toxic, hazardous or dangerous chemicals or other substances on the Subject Premises which could give rise to any action by the United States of America, the U.S. Environmental Protection Agency, the Illinois Environmental Protection Agency, the Attorney General of the State of Illinois or any federal, state or local authority for the removal of such chemicals, substances or conditions from the Subject Premises or for the discontinuance of such activity; and
- c) any pending or past actions by any governmental authority for the clean-up of the Subject Premises.

15. Entirety of Agreement. This Contract contains the entire agreement between Buyer and Seller. No other representations, warranties, promises or agreements have been made by either of the parties except as set forth herein. The parties expressly intend that all prior discussions, agreements, statements, promises, understandings and representations by and between the parties, their agents, brokers and employees are superseded by this Contract and merged herein and, unless

set forth in writing in this Contract, all such prior discussions, agreements, statements, promises, understandings and representations shall be unenforceable and of no force and effect. No modification, waiver or amendment of the provisions of this Contract shall be effective unless made in writing and signed by the parties hereto.

16. Binding Effect. This Contract shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns, provided, however, that neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

17. Execution in Counterparts by Facsimile. This Contract may be executed using counterparts and shall be fully effective and enforceable upon exchange of such executed counterparts by facsimile or email transmittal. Immediately following the exchange of executed counterparts by facsimile or email transmittal, the parties shall transmit signed original counterparts to each other but the failure of either party to comply with this requirement shall not render this Contract void or otherwise unenforceable.

18. Notice All Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

- (a) By personal delivery; or
- (b) By mailing to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- (c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- (d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out of future e-mail Notice by any form of Notice provided by this Contract; or
- (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the overnight delivery company.

19. Part of Tax-Deferred Exchange. Buyer hereunder may desire to exchange other property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder, for fee title in the Property. Buyer expressly reserves the right to assign their rights but not their obligations hereunder, in whole or in part, to a Qualified Intermediary as provided in IRS Reg. 1.103(k)-1(g)(4) on or before the closing date. Seller shall cooperate with such exchange by signing an acknowledgment of the same at the time of closing, provided that Sellers shall not be responsible for any additional costs, fees or expense as a result of such exchange.

20. Brokers. Seller has retained the brokerage services of Capital Agricultural Property Services with Timothy A. Harris designated managing Broker to represent the Seller. Seller shall pay the commissions of Capital Agricultural Property Services. Seller and Buyer each represent and warrant to each other that no other broker or finder has been engaged or consulted in connection with this transaction, and that no commission will be payable to any other broker or finder by reason of the closing of this transaction. Any party in breach of this representation and warranty shall indemnify and hold harmless the other party from the claims of any broker or finder asserting a right to a commission by reason of the actions of the party in breach.

21. Construction of Agreement. No provision of this Agreement shall be construed against any Party merely because that Party drafted the provision.

22. Section Headings. Section headings appearing in this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of the Agreement or the intent of any provision.

Dated: May 23, 2024

Dated: May 23, 2024

Seller:

The First National Bank in Amboy, not individually but as trustee under the provisions of a Trust dated January 30, 1995 as amended and known as the Leo H. Peterson Trust

Buyer:

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\_\_\_\_\_

By \_\_\_\_\_

Prepared By:  
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Ehrmann Gehlbach Badger & Considine, LLC  
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Information  
Only