

AGREEMENT SETTING DATE FOR CLOSING OF TITLE

WHEREAS, at a public auction held on September 28, 2020, **Gary L. Yaste and Nancy J. Yaste, as Co-Trustees of the Yaste Family Trust**, offered to sell to the highest bidder for cash, the following property:

A TRACT OF LAND BEING PART OF THE SOUTH HALF OF SECTION 28, AND PART OF THE NORTHEAST QUARTER OF SECTION 33 IN TOWNSHIP 7 NORTH, RANGE 2 EAST OF THE FOURTH PRINCIPAL MERIDIAN, FULTON COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A FOUND IRON ROD MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 28; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, NORTH 87 DEGREES 21 MINUTES 41 SECONDS WEST, 466.14 FEET TO A SET IRON ROD ON THE EAST RIGHT-OF-WAY (ROW) LINE OF COUNTY HIGHWAY #2; THENCE LEAVING SAID SOUTH LINE, ALONG SAID EAST (ROW) LINE, NORTH 31 DEGREES 47 MINUTES 55 SECONDS EAST, 900.85 FEET TO A SET IRON ROD ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE LEAVING SAID EAST (ROW) LINE, ALONG SAID WEST LINE, SOUTH 00 DEGREES 39 MINUTES 30 SECONDS WEST, 456.97 FEET TO A SET IRON ROD AT AN EXISTING FENCE CORNER POST; THENCE LEAVING SAID WEST LINE, ALONG AN EXISTING FENCE LINE, THE FOLLOWING TWO COURSES: SOUTH 83 DEGREES 59 MINUTES 35 SECONDS EAST, 548.25 FEET TO A SET IRON ROD AT AN EXISTING FENCE CORNER POST; THENCE SOUTH 03 DEGREES 27 MINUTES 20 SECONDS WEST, 310.97 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE ALONG SAID NORTH LINE, SOUTH 85 DEGREES 56 MINUTES 31 SECONDS EAST, 1510.29 FEET; THENCE LEAVING SAID NORTH LINE, TO AND ALONG AN EXISTING FENCE LINE, SOUTH 02 DEGREES 00 MINUTES 09 SECONDS WEST, 1273.15 FEET TO A FOUND 4" IRON PIPE POST; THENCE LEAVING SAID FENCE LINE, NORTH 80 DEGREES 20 MINUTES 39 SECONDS WEST, 1023.49 FEET TO A SET IRON ROD; THENCE SOUTH 88 DEGREES 19 MINUTES 07 SECONDS WEST, 413.85 FEET TO A SET IRON ROD; THENCE NORTH 08 DEGREES 58 MINUTES 31 SECONDS WEST, 526.51 FEET TO A SET IRON ROD; THENCE NORTH 84 DEGREES 26 MINUTES 26 SECONDS WEST, 504.98 FEET TO A SET IRON ROD ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE ALONG SAID WEST LINE, NORTH 01 DEGREES 15 MINUTES 23 SECONDS EAST, 688.53 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 58.30 ACRES IS BASED UPON AN ACTUAL BOUNDARY SURVEY COMPLETED BY THE JONES SURVEYING AND ENGINEERING CORPORATION, DURING THE MONTH OF SEPTEMBER, 2020 AND IS SUBJECT TO ALL ROAD RIGHT-OF-WAYS, EASEMENTS OF RECORD AND/OR PRESCRIPTION, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

HOLLAND
AND HOLLAND
ATTORNEYS AT LAW
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WHEREAS, at said auction, _____
was the highest bidder with a total bid of _____
Dollars (\$ _____) (58.30) acres x \$ _____ per acre);
and

WHEREAS, in accordance with the terms of the sale bill, the said buyer,
_____ deposited _____
Dollars (\$ _____) (being 10% of the purchase price on the date of
said sale), with Holland and Holland; and

WHEREAS, said sale bill further provided that the balance of the purchase price was to
be paid on delivery of deed of conveyance and merchantable title, said date being on or before
October 28, 2020.

NOW, THEREFORE, the parties hereto hereby stipulate and agree as follows:

1. The closing of title, including payment of the balance of the purchase price of
_____ Dollars (\$ _____), and
delivery of Warranty Deed shall be on or before October 28, 2020, at the office of HOLLAND
AND HOLLAND, 397 West Main Street, Bushnell, Illinois, 61422. This Agreement includes
various deadlines common in real estate transactions. However, in light of the unprecedented
impact and restrictions due to the current COVID-19 pandemic, including potential business
interruptions and restrictions on the movement of individuals including potential lock-downs with
unknown limitations, the parties acknowledge that these official policies plus health and safety
recommendations and unique individualized health and well-being circumstances will likely
impose delays on the ability of the parties to complete the tasks and meet the deadlines. In the
event that any COVID-19 special procedures and restrictions affect any party, the title company,
buyers' lender or Fulton County Recorder of Deeds Office, the closing date may be delayed until
such administrative restrictions or procedures permit.

2. Possession of said property to be granted to the Buyer on delivery of warranty deed and
closing hereunder, subject only to the current farm tenant's Lease.

3. General real estate taxes for the year 2019, payable in 2020, shall be paid by the Seller. The general real estate taxes for the year 2020, payable in 2021, shall be prorated between the parties hereto as of the date of possession based upon the 2019 real estate taxes. Seller's portion of the 2020 general real estate taxes shall be deducted from final settlement with the Buyer then assuming the responsibility for these taxes and the taxes for all subsequent years.

4. Seller covenants and agrees to furnish Buyer with an Owner's Policy of Title Insurance showing merchantable title to said premises in Seller, free and clear of all encumbrances, save and except as herein provided. Should any defects arise concerning the merchantability of the title, then Seller shall be allowed a reasonable time to cure any such defects and to make said title merchantable.

5. Buyer acknowledges that Buyer has inspected said property and is purchasing said real estate in its present condition "as is, where is, and with all faults."

6. The parties agree that no right, title or interest, legal or equitable, in the premises aforesaid, or any part thereof, shall vest in the Buyer until the delivery of the said deed by Seller or until the full payment of the purchase price as due hereunder.

7. In case of the failure of the Buyer to make the final payment hereunder for any reason, on or before closing, Seller shall have the right to treat this contract at an end, retaining the down payment and this contract shall become null and void.

8. Seller and Buyer agree to execute and deliver as directed or as deemed necessary by the Seller's attorney, any instrument, affidavit and statement, or to perform any act reasonably necessary to carry out the provisions and regulations of the Foreign Investment in Real Property Act, the Internal Revenue Service, and the Illinois Department of Revenue.

9. It is further hereby stipulated and agreed that the time for the closing of title, as herein fixed, is made of the essence of the contract and of this agreement.

10. This agreement contains the entire agreement between the parties, and the Buyer agrees that the Seller has not, and that no agent for the Seller, has made any representation or promise with respect to or affecting said property or this contract not expressly contained herein.

11. It is mutually agreed that the covenants in this agreement shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties hereto.

12. This agreement is executed in duplicate and each is declared an original for all purposes.

Dated: September 28, 2020

SELLER:
Yaste Family Trust

BUYER(S):

By _____
Gary L. Yaste, Co-Trustee

By _____
Nancy J. Yaste, Co-Trustee

Buyer's phone # _____

Buyer's email: _____

Buyer's Lender Contact Information:
