

**AGREEMENT FOR SALE**

THIS AGREEMENT, made and entered into by and between **DONALD R. MAPES**, not individually but as Sole Trustee of **THE MAPES FAMILY TRUST**, of Powell, Ohio, Illinois, as Seller, and \_\_\_\_\_

of \_\_\_\_\_ as Buyer(s), at a Public Auction

held on the 20<sup>th</sup> day of August, 2021,

WITNESSETH:

1. That the Seller did sell and the Buyer(s) did purchase at said Public Auction, the following described real estate:

A tract of land being a part of the Southeast Quarter (SE 1/4) of Section Twenty-two (22), in Township Six (6) North of the Base Line, Range Seven (7) West of the Fourth Principal Meridian, Hancock County, Illinois, and being more particularly described as follows: Beginning at the Southwest corner of the Southeast Quarter (SE 1/4) of said Section Twenty-two (22); thence North 89 45' 52" East (assumed bearing for this description) 2471.40 feet along the South line of said Southeast Quarter (SE 1/4); thence North 00 25' 44" West 297.35 feet along an existing property line; thence North 89 36' 35" East 241.00 feet along an existing property line to a point on the East Line of said Southeast Quarter (SE 1/4); thence North 00 25' 43" West 1745.44 feet along said East line; thence North 88 57' 41" West 2679.18 feet along an existing property line to a point on the West line of said Southeast Quarter (SE 1/4); thence South 00 30' 00" West 2103.19 feet to the point of beginning, containing 126.65 acres, more or less, being subject to the rights of the public for roadway purposes along the existing public roads and being subject to easements of record or by prescription, according to a Plat of Survey made by David R. Wolfe, Illinois Registered Land Surveyor No. 35-2341, on July 20, 2012, and recorded in the Recorder's Office of Hancock County, Illinois on July 25, 2012, in Book 32 of Surveys on page 52 as Document No. 2012-1923,

PIN: 08-22-400-007

PROPERTY ADDRESS: R. R. Carthage, IL 62321

2. That the purchase price for the above described premises is \$ \_\_\_\_\_ per acre x 126.65 acres for a total sum of \$ \_\_\_\_\_; that Buyer(s) paid ten per cent

(10%) down on date of sale in the amount of \$ \_\_\_\_\_, receipt of which is hereby acknowledged; that Buyer(s) agree(s) to pay the remainder of the purchase price on or before October 1, 2021.

3. Seller further agrees to furnish to Buyer(s) a commitment for owner title policy, subject only to standard exceptions, within thirty (30) days of the date of sale; and to furnish to Buyer(s) a Warranty Deed upon payment of the full purchase price. Owner's title policy shall be issued to the Buyer(s) following the recording of the Deed, in the full amount of the purchase price.

4. The property will be conveyed subject to:

A. Drainage Easement by and between Donald R. Mapes as Grantor and Nathan Huls and Nancy Huls as Grantees, dated May 29, 2012 and recorded in the Recorder's Office of Hancock County, Illinois, on June 15, 2012 as Document No. 2012-1580.

B. Easement for Application of Animal Waste between Mapes Family Trust, Landowner, and KLG, LLC, Producer, dated June 1, 2016 and recorded in the Recorder's Office of Hancock County, Illinois, on July 11, 2016 as Document No. 2016-1678.

5. It is agreed by and between the parties that the 2021 general real estate taxes due and payable in 2022 shall be paid by way of a credit to the buyer(s) against the purchase price based on the last ascertainable tax bill. The 2022 and all subsequent real estate taxes to be the responsibility of the Buyer(s).

6. Premises and any improvements are being sold "AS IS, WHERE IS".

7. Possession will be given upon full compliance with the terms of the sale and on or before October 1, 2021, subject to farm tenancy for the 2021 crop year.

8. If the Buyer(s) fail(s) to make the final payment of the remainder of the purchase price as hereinabove set forth through no fault of the Seller, the Seller may retain the ten per cent (10%) down payment heretofore paid on the execution of this Agreement as liquidated damages, and may have such other remedies as are provided under Illinois Law.

9. The closing shall take place on or before October 1, 2021, at the offices of Seller's Attorneys, FLACK, McRAVEN & STEPHENS, OR SUCH OTHER PLACE AS THE PARTIES MAY AGREE. At closing, Seller shall deliver to Buyer(s) a Trustee's Deed with Grantee(s) named as designated by Buyer(s). Buyer(s) shall notify Seller's Attorney within four (4) business days of the closing the manner in which Buyer(s) shall take title.

10. This sale is not contingent upon financing, or Buyer(s) and/or lender inspections.

11. This Agreement shall extend to and be binding upon the parties hereby and their respective heirs, executors, administrators and assigns.

Dated this \_\_\_\_\_ day of August, 2021.

SELLER:

BUYER(S):

THE MAPES FAMILY TRUST

By: \_\_\_\_\_

\_\_\_\_\_

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Address of Buyer(s):

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_