

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT is made by and between Mary L. Harshman, not individually, but as trustee of the Mary L. Harshman 2016 Trust ("Seller") and \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_ (if more than one, hereinafter collectively referred to as "Buyer").

WITNESSETH:

WHEREAS, Seller is now the owner of real estate in Pike County, Illinois, legally described as follows:

See Exhibit A attached hereto and made a part hereof; and

WHEREAS, Seller has elected to sell said real estate by public auction on March 25, 2026; and

WHEREAS, Buyer was the highest bidder at the auction for said real estate; and

WHEREAS, Seller is willing to sell said real estate and Buyer desires to purchase said real estate subject to all announcements made at the auction and the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the premises, the purchase price, the terms and conditions hereof and the mutual covenants, promises and undertakings set forth herein, the parties agree as follows:

1. Property.

Seller agrees to sell and convey and Buyer agrees to purchase and take the real estate described above, together with all existing easements, rights of way and appurtenances, improvements and fixtures thereto and located thereon ("Premises").

2. Purchase Price.

2.1. The parties agree that the Premises were auctioned on a per acre basis, based on real estate acreage of 88.98 surveyed acres.

2.2. The parties agree that the highest bid price for the Premises was \$\_\_\_\_\_ per surveyed acre, resulting in a purchase price of \$\_\_\_\_\_.

2.3. The purchase price shall be paid as follows:

- (a) The sum of \$ \_\_\_\_\_ (10% of the purchase price) cash in hand paid on the date hereof by Buyer ("Earnest Money") to be held in escrow by Western Illinois Title Services, LLC of Pittsfield, Illinois.
- (b) The balance of the purchase price by wire transfer paid at the Closing by Buyer to Seller, subject to adjustments and prorations as provided herein.

3. Merchantable Title.

3.1. At least ten (10) days prior to Closing, Seller shall deliver to Buyer, at Seller's expense, evidence of good and merchantable title in the Premises by delivering a written commitment for an Owner's Title Guaranty Policy issued by Western Illinois Title Services, LLC of Pittsfield, Illinois, which covers the Premises and which commits to insure Buyer's title to the Premises for the amount of the purchase price. Buyer shall pay for charges relating to (a) post closing title updates, (b) Buyer title searches, (c) any mortgagee endorsement to the title insurance policy and (d) any loan policy. Seller shall pay any title premium or other cost associated with the issuance of the Owner's Title Guaranty Policy insuring Buyer after Closing, other than the foregoing charges payable by Buyer. Said title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to general exceptions normally contained in such a commitment.

3.2. If the title commitment discloses title defects which materially effect the title ("Defects"), Seller shall have thirty (30) days from the date of notice by Buyer of the Defects to have the Defects removed or to have the title insurer commit to insure against loss or damage that may be occasioned by the Defects. If Seller fails to have the Defects removed or, in the alternative, to obtain the commitment for title insurance specified above as to such Defects within said thirty (30) day period, Buyer may terminate this Contract or may elect, upon notice to Seller within ten (10) days after the expiration of said thirty (30) day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Buyer does not so elect, this Contract shall become and be null and void without further action of the parties and the Earnest Money shall be promptly returned to Buyer.

4. Conveyance.

4.1. Seller shall deliver to Buyer, or Buyer's nominee, at the Closing a recordable trustee's deed conveying merchantable title to the Premises.

4.2. Seller shall deliver to Buyer at the Closing a completed Real Estate Transfer Declaration signed by the Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois. Seller shall give Buyer a credit at the Closing against the net sale proceeds for any transfer tax imposed on the recording of the deed. Buyer shall be responsible for the cost of recording the deed.

5. Real Estate Taxes.

5.1. The real estate taxes for 2025 (payable in 2026) on the Premises are the responsibility of Seller. At Closing, Seller shall place in escrow from the net sale proceeds an amount equal to \$7,100.00. The escrow agent shall pay the full amount owed in 2026 on the tax parcels on the Premises and provide a proof of payment to Buyer. The remainder of the funds in escrow shall be paid by the escrow agent to Seller.

5.2. The real estate taxes for 2026 (payable in 2027) on the Premises shall be pro-rated as of Closing based on the best available tax information. At Closing, Seller shall provide Buyer a credit against the net sale proceeds for Seller's pro-rata share of such taxes. Buyer shall pay said taxes in 2027 when they are due without further adjustment.

6. Closing and Possession.

6.1. This transaction shall close (the Closing") on or before April 24, 2026 at Western Illinois Title Services, LLC in Pittsfield, Illinois, unless an alternative date is mutually agreed to by the parties in writing. If Seller has a need to satisfy title requirements described in Paragraph 3.1 above and additional time is needed, then the Closing shall be postponed until the earliest available date after such title requirements are satisfied. The fees to complete the Closing shall be paid one-half (½) by Buyer and one-half (½) by Seller.

6.2. Possession of the Premises shall be delivered to Buyer at Closing.

7. Like-Kind Exchange.

Either party may complete the transaction herein as part of a tax deferred exchange under Section 1031 of the Internal Revenue Code. Each party agrees to cooperate fully with the other party in connection with any exchange and agrees to execute any documents necessary or appropriate to contemplate any exchange, all without any additional cost or liability. In connection with such exchange, the exchanger may substitute a Qualified Intermediary to act in its place. The other party agrees that performance by the Qualified Intermediary will be treated as performance of the exchanger.

8. Earnest Money.

The Earnest Money described in Paragraph 2 above, shall be deposited and held by Western Illinois Title Services, LLC in Pittsfield, Illinois for the mutual benefit of the parties, subject to the terms and provisions hereof until the Closing or termination of this Contract, whichever shall occur first, at which time the Earnest Money shall be paid to the parties entitled thereto pursuant to the terms hereof.

9. Realtor Commission.

Seller and Buyer each represent and warrant to the other that, except for Curless Auction of Pittsfield, Illinois, no real estate agent, broker or finder was consulted, contacted or involved by such party in connection with or in bringing about this Contract or the transaction contemplated hereby. Buyer and Seller each agree to indemnify, save harmless and defend the other from and against any and all claims, liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees) which the other may suffer, sustain or incur because of any claim by any real estate agent, broker or finder claiming by, through or under such party, whether or not meritorious, for any commission, fee or other compensation with respect to this Contract or the transaction contemplated hereby. Seller shall be responsible for paying all fees owed to Curless Auction in connection with the auction.

10. Default.

10.1. If Seller shall default in the performance of Seller's obligations under this Contract, then Buyer shall have the right to pursue all rights and remedies available against Seller at law or equity, including but not limited to specific performance and the recovery of all attorney fees and expenses incurred by Buyer as a result of such default.

10.2. If Buyer shall default in the performance of Buyer's obligations under this Contract, then (a) Seller shall have the right to pursue all rights and remedies available against Buyer at law or equity, including but not limited to specific performance and the recovery of all attorney fees and expenses incurred by Seller as a result of such default or (b) Seller may, at her sole option, elect to receive the Earnest Money as agreed upon liquidated damages in full settlement of all claims, whereupon Buyer shall be relieved of any further liability hereunder.

11. Additional Provisions.

11.1. This Contract, together with the Exhibit attached hereto, constitute the entire Contract between the Seller

and the Buyer and may not be amended or modified unless mutually agreed to in writing.

11.2. All warranties, representations and undertakings made herein shall be deemed to be remade at the time of the closing and shall survive the Closing. The Contract shall not be cancelled or merged at the Closing.

11.3. All notices required herein shall be in writing and shall be served on the parties at the address following their signatures below. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient notice.

11.4. Time is of the essence of this Contract.

11.5. This Contract and all provisions hereof shall extend to and be obligatory upon the heirs, legatees, devisees, personal representatives, successors and assigns of the parties hereto. Either party shall be permitted to assign any of their respective interests in this Contract.

11.6. If any provision of this Contract shall be found not to be valid, the remaining provisions shall remain in full force and effect.

11.7. In construing this Contract, the singular shall be taken to include the plural and the neutral to denote the feminine and masculine wherever appropriate.

11.8. The headings of paragraphs are for convenience only and do not confine, limit or construe the contents of the paragraphs.

11.9. The parties agree to execute and deliver each to the other such additional documents or certificates and take other steps necessary in order to comply with all state, county and local laws and ordinances affecting the transaction, or as may be reasonably requested by counsel for the other party in order to consummate the transaction contemplated by this Contract, all at no additional expense and without further liability to either party.

11.10. This Contract may be executed in counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the same instrument. A copy of such signature received through telefax transmission or electronic mail, including DocuSign, shall bind the party whose signature is so received as if such signature were an original.

11.11. The parties intend this Contract to be governed by the laws of the State of Illinois, without regard to the conflict of law provisions.

IN WITNESS WHEREOF, the parties have executed this Contract for Sale of Real Estate on the dates set forth below, to be effective as of the last date of execution.

BUYER:

\_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Dated: \_\_\_\_\_

SELLER:

Mary L. Harshman 2016 Trust

By: \_\_\_\_\_ Address: 18424 State Hwy 96  
as its trustee Rockport, IL 62370

Dated: \_\_\_\_\_

EXHIBIT A

A tract of land lying in and being a part of Lot 9 and a part of Lot 10 of the Scott Farm Subdivision of Section 21, Township 6 South, Range 5 West of the Fourth Principal Meridian, PIKE COUNTY, ILLINOIS and being more fully described as follows:

COMMENCING at a point marking the Northwest corner of the Northeast Quarter of the aforementioned Section 21, said point also being the Northeast corner of the Northwest Quarter of said Section 21; thence South 87 Degrees 54 Minutes 43 Seconds East along the North line of the Northeast Quarter of said Section 21 a distance of 160.66 feet to the POINT OF BEGINNING; thence continue South 87 Degrees 54 Minutes 43 Seconds East along said North line a distance of 1667.07 feet to a point marking the Northwest corner of a tract of land being more fully described in Book 803 at page 145 in the Pike County Recorder of Deeds office; thence South 00 Degrees 42 Minutes 38 Seconds West leaving said North line and along the boundary of said tract of land as described in Book 803 at page 145 a distance of 710.87 feet; thence South 38 Degrees 51 Minutes 57 Seconds West along said boundary a distance of 81.16 feet; thence South 00 Degrees 43 Minutes 51 Seconds West along said boundary a distance of 200.02 feet; thence South 16 Degrees 14 Minutes 29 Seconds East along said boundary a distance of 453.16 feet; thence South 78 Degrees 58 Minutes 19 Seconds West leaving said boundary a distance of 191.73 feet; thence South 09 Degrees 28 Minutes 09 Seconds East a distance of 867.37 feet; thence South 80 Degrees 20 Minutes 54 Seconds West a distance of 281.91 feet; thence South 09 Degrees 05 Minutes 15 Seconds East a distance of 810.34 feet to a point on the South line of said Lot 9; thence South 75 Degrees 34 Minutes 55 Seconds West along said South line a distance of 30.13 feet; thence North 09 Degrees 05 Minutes 15 Seconds West leaving said South line a distance of 814.21 feet; thence South 80 Degrees 53 Minutes 48 Seconds West a distance of 900.63 feet; thence South 78 Degrees 30 Minutes 42 Seconds West a distance of 31.31 feet; thence North 20 Degrees 19 Minutes 25 Seconds West a distance of 105.17 feet; thence North 32 Degrees 08 Minutes 56 Seconds West a distance of 284.33 feet; thence North 21 Degrees 37 Minutes 04 Seconds West a distance of 95.73 feet; thence North 16 Degrees 36 Minutes 49 Seconds West a distance of 133.03 feet; thence North 08 Degrees 31 Minutes 44 Seconds West a distance of 243.43 feet; thence North 01 Degrees 54 Minutes 01 Seconds East a distance of 56.54 feet; thence North 85 Degrees 27 Minutes 57 Seconds West a distance of 79.76 feet; thence North 64 Degrees 50 Minutes 41 Seconds West a distance of 39.08 feet; thence North 84 Degrees 12 Minutes 49 Seconds West a distance of 37.55 feet; thence South 32 Degrees 46 Minutes 26 Seconds West a distance of 57.96 feet; thence South 62 Degrees 31 Minutes 31 Seconds West a distance of 95.48 feet; thence North 02 Degrees 07 Minutes 05 Seconds West a distance of 527.37 feet; thence North 28 Degrees 11 Minutes 24 Seconds East a distance of 103.46 feet; thence North 54 Degrees 25 Minutes 24 Seconds East a distance of 149.77

feet; thence North 16 Degrees 27 Minutes 30 Seconds West a distance of 252.41 feet; thence North 85 Degrees 49 Minutes 44 Seconds East a distance of 110.82 feet; thence North 07 Degrees 20 Minutes 18 Seconds West a distance of 156.32 feet; thence North 16 Degrees 06 Minutes 52 Seconds West a distance of 262.83 feet; thence North 46 Degrees 46 Minutes 52 Seconds East a distance of 24.55 feet; thence North 01 Degrees 16 Minutes 10 Seconds West a distance of 395.01 feet to the POINT OF BEGINNING; CONTAINING 88.98 Acres more or less; (the parent tract for the above described is recorded in Book 857 at page 301 in the Pike County Recorder of Deeds office); as per survey during March of 2026 of JEFF C. HART, ILLINOIS PROFESSIONAL LAND SURVEYOR #35-3461.