

**REAL ESTATE SALE CONTRACT ENTERED INTO BY
PARTIES FOLLOWING PUBLIC AUCTION**

THIS CONTRACT shall be effective as of March 24, 2023, by and between **RHONDA BRYANT, JACKIE HINRICH, MICHAEL B. SMITH, MARTY SMITH, and MONTY SMITH**, herein referred to as "Seller", and _____, herein referred to as "Buyer."

1. Pursuant to and subject the terms set forth in that certain advertisement of sale, a copy of said terms being attached hereto and made a part hereof as **APPENDIX 1**, the Seller offered for sale at public auction the real estate described in **APPENDIX 2** hereof, and the Buyer was the highest and best bidder at said sale.

2. Seller agrees to convey to the Buyer, or the Buyer's nominee, by sufficient deed, the real estate described in said **APPENDIX 2**, subject to the terms and conditions as set forth in said **APPENDIX 1** and as stated herein.

3. Buyer agrees to purchase said real estate subject to the foregoing and all provisions of this Contract for the total purchase price of \$_____, said sum being the amount of Buyer's bid at said auction sale, payable as follows:

(a) Ten percent of the purchase price, being the sum of \$_____, shall be paid upon signing this Contract, which shall be paid to Western Illinois Title Services, LLC, located at 130 S. Madison Street, Pittsfield, IL 62363 as escrow agent.

(b) The balance shall be paid by wire transfer at the Closing.

4. The Buyer herewith directs that the Grantee(s) in said deed be designated as follows:
_____.

5. Closing shall be on, or before, **April 24, 2023**, and shall take place at Western Illinois Title Services, LLC, located at 130 South Madison Street, P.O. Box 492, Pittsfield, IL 62363. Possession shall be transferred at closing.

6. The Buyer acknowledges that the Buyer has had sufficient opportunity to inspect the premises and agree to accept the same "AS IS" and in its present condition.

7. Seller shall convey merchantable title, subject to the following: Building, use and zoning restrictions, real estate taxes not yet delinquent; special assessments levied after the date hereof; public streets and highways as now located; covenants, conditions and restrictions of record, if any; easements, if any; rights of way for drainage ditches, drain tiles, feeders, laterals, and underground pipes; zoning, building and use restrictions; rights of current tenant, and facts an accurate survey would disclose; including but not limited to the exceptions shown on the minimum commitment for the real estate attached as **APPENDIX 3**.

8. Default: If either party defaults in the performance of this Contract, time being of the essence, then (a) if Buyer defaults, Seller may terminate this Contract and recover possession of the premises including any improvements made by Buyer and retain the earnest money as liquidated damages, or at Seller's option, pursue any other non-monetary remedy available, including declaring the balance due and payable and suing for specific performance of this Contract; or (b) if Seller defaults, Buyer may terminate this Contract, or at Buyer's option proceed

with a suit for specific performance of this Contract.

9. Counterparts/Electronic Signatures: To facilitate execution, this Contract may be executed in as many counterparts as may be required; and it shall not be necessary that the signature of each party appear on each counterpart; but it shall be sufficient that the signature of each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single document. The parties acknowledge that photocopies of this Contract which have been executed by the parties hereto shall be binding upon the parties as if such photocopies were originals regardless of whether such photocopies, including facsimile copies, have been delivered by personal service, regular mail, electronic mail delivery, facsimile transmission or otherwise. The parties agree that this Contract may be executed and delivered by electronic signatures and, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign).

10. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors, and assigns of the parties hereto. If there is more than one Buyer, then each buyer shall be jointly and severally obligated under the provisions of this Contract.

[SIGNATURE PAGE FOLLOWS]

SELLER

BUYER

RHONDA BRYANT

JACKIE HINRICH

MICHAEL B. SMITH

MARTY SMITH

MONTY SMITH

Prepared By:
Rammelkamp Bradney, P.C.
232 West State Street, PO Box 550
Jacksonville, IL 62651

Address for Real Estate Tax Bill(s):

Attorney for Rhonda Bryant:
Ed Fanning
Fanning Law Office of Hardin, Inc.
207 West Main Street, PO Box 527
Hardin, IL 62047
(618) 576-2284

Phone Number:

Attorney for Jackie Hinrich, Michael B. Smith, Marty Smith, Monty Smith:
Jenna L. Tucker
Rammelkamp Bradney, P.C.
232 West State Street, P.O. Box 550
Jacksonville, IL 62651
(217) 245-6177

Lender for Buyer (if any):

Attorney for Buyer:

APPENDIX 1

Method & Terms

Successful bidders will be required to sign a Real Estate Contract and make a 10% non-refundable earnest money deposit at the immediate conclusion of the auction. The balance of the purchase price will be due at closing on or before April 24, 2023. Bidding/purchase is not subject to financing or other contingencies.

Seller will provide title insurance. Seller shall pay estimated 2022 real estate taxes due in 2023 in the form of a credit at closing to the Buyer(s). Buyer shall be responsible for 2023 taxes due in 2024.

Buyer(s) will receive full possession upon closing. 2023 farming and hunting rights are open.

Property and all improvements sell as-is with no guarantees or warranties. All information, acreage figures, maps, and representations provided are approximate and are subject to change. Prospective bidders are welcomed and encouraged to fully inspect the property at their convenience, and all related information to their satisfaction prior to bidding at the auction. Auction day announcements supersede prior information.

APPENDIX 2

49 acres, more or less, off of the West side of the Northeast Quarter of Section Twenty-Three (23), in Township Five (5) South, Range Three (3) West of the Fourth Principal Meridian, situated in the County of Pike and State of Illinois, Excepting therefrom a tract of land described as follows: From a stone on the Northeast corner of Section Twenty-Three (23), Township Five (5) South, Range Three (3) West of the Fourth Principal Meridian, South 8 degrees 40 minutes West 60.7 feet, thence North 88 degrees 10 minutes West 1932.8 feet, thence North 89 degrees 15 minutes West 583.9 feet, thence South 0 degrees 00 minutes East 60 feet, thence South 89 degrees 15 minutes East 41.1 feet to the point of beginning, thence in an Easterly direction along the right-of-way line of State Bond Issue Route #36, 295 feet 10 inches, thence South 181 feet, thence West 295 feet 10 inches, thence North 181 feet to the place of beginning, situated in the County of Pike and State of Illinois. The above described exception having been deeded to Earnest W. Dietrich and Lena H. Dietrich by deed recorded in Deed Record 253 at Page 125, Recorder's Office of Pike County, Illinois, by Paul W. Kiser and Helen C. Kiser, his wife, on November 25, 1953. Also, excepting the following described tract of land: A part of the Northwest Quarter of the Northeast Quarter of Section 23 in Township 5 South, Range 3 West of the Fourth Principal Meridian, described as follows, to-wit: Beginning at the Northwest corner of the Northeast Quarter of said Section 23, running thence South 14 1/2 rods, thence East 11 rods, thence North 14 1/2 rods, thence West 11 rods to the place of beginning.

Parcel Number: 53-037-11

APPENDIX 3

SEE ATTACHED COPY OF MINIMUM COMMITMENT