

THE BRENNER FARM



59^{+/-} Acre Land Auction • Boone County, Illinois



We Plant Profitable Investment Ideas in Every Season

2020 Aberdeen Court
Sycamore, IL 60178

Web: www.mgw.us.com
E-mail: info@mgw.us.com

Phone: (815) 756-3606
Fax: (815) 756-5929

THE BRENNER FARM

AERIAL MAP



THE BRENNER FARM

PHOTOS



THE BRENNER FARM

AUCTION DETAILS

- Date of Auction:** Auction ending: October 14, 2021, beginning at 1 p.m. CT
- Auction Location:** ONLINE AUCTION: The auction platform is open for bidding. Please visit mgw.us.com/brenner to bid. The auction closes October 14, 2021, beginning at 1 p.m. Central Time.
- Inspection Location:** Please call to schedule an inspection.
- Directions to Farm:** From the I-90/Irene Road interchange in Belvidere, travel south on Irene Road 0.5 mile, then go east on Graham Road for 2 miles. Turn north on Stone Quarry Road for 0.3 mile to arrive at the farm.

THE BRENNER FARM

PROPERTY DETAILS

- Location:** The subject farm is located approximately 52 miles northwest of Chicago O'Hare International Airport and is contiguous to Belvidere. Nearby cities include: Cherry Valley (3 miles west), Rockford (4¾ miles west), and Marengo (12 miles east).
- Frontage:** There is approximately ½ mile of road frontage on Interstate 90 and 3/16 mile on Stone Quarry Road.
- Major Highways:** Interstate 90 is the north border of the property, U.S. Route 20 is 1/2 mile north, and Interstate 39 is 5 miles west of the property.
- Legal Description:** A brief legal description indicates The Brenner Farm is located in Part of the Southeast Quarter of Section 3, Township 43 North – Range 3 East (Belvidere Township), Boone County, Illinois.
- Total Acres:** There are a total of 59.13 acres according to the Boone County Assessor.
- Tillable Acreage:** There are approximately 59.19 tillable acres, according to the Farm Service Agency.
- Soil Types:** Major soil types found on this farm include Danabrook silt loam, Selmass loam, and Parr silt loam.
- Climate/Growing Season:** Boone County has a continental climate typical of north-central Illinois. The average length of the growing season is nearly 160 days. On average we expect about 2,750 growing degree days from April 15 through September 30. Annual precipitation averages about 35" with over 2/3 of this coming during the growing season. Snowfall averages about 36" per year. Prevailing winds are from the west and southwest. The climate, combined with the generally excellent soils in this area, provides a nearly ideal environment for the production of corn, wheat and soybeans.
- Topography:** The topography of the subject farm is level to nearly level.
- FSA Information:** CRP: None
Base Acreage: 59.19 acres corn
PLC Yield: 166 bushels corn

THE BRENNER FARM

PROPERTY DETAILS

- Mineral Rights:** The buyer will receive and the seller will convey all mineral rights that the seller owns relating to the property.
- Possession:** Closing shall be on or before November 11, 2021. The purchase agreement is between the seller and buyer only and cannot be assigned to a third party without the written consent of the seller. Possession is subject to the rights of any tenants in possession.
- Financing:** Mortgage financing is available from several sources. Names and addresses will be provided upon request.
- Grain Markets:** There are a number of grain markets located within 10 miles of The Brenner Farm.
- Taxes:** The 2020 real estate taxes totaled \$1,945.86 and the tax parcel number is #07-03-400-001.
- Zoning:** The Brenner Farm is zoned A-1, Ag. Conservation.
- Comments:** The information in this brochure is considered accurate, but not guaranteed. For inquiries, inspection appointments, and offers, please contact Mark T. Mommsen at Martin, Goodrich & Waddell, Inc. at 815-901-4269.

THE BRENNER FARM

AUCTION TERMS & CONDITIONS

- Description of Property:** Part of the Southeast Quarter of Section 3, Township 43 North – Range 3 East (Belvidere Township), Boone County, Illinois.
- Agency:** Martin, Goodrich & Waddell, Inc. and its representatives are agents of the owner.
- Method:** The property will be offered in one tract in an online auction. Bidding will be on a per acre basis, multiplied by gross surveyed acres. The seller reserves the right to accept or reject any or all bids. All successful bidders will enter into a purchase agreement with the seller immediately following the auction. Upon the close of the auction, the purchase agreement will be forwarded to the successful bidders via email or fax. A signed copy of the purchase agreement must be received by Martin, Goodrich & Waddell, Inc. within 24 hours of the auction closing. A 10% earnest money payment is required to accompany the purchase agreement and may be submitted by cashier's check or wire transfer. Bidding ends at 1:00 p.m. Central Time on Thursday, October 14th, 2021. A bid placed within 5 minutes of the scheduled close of the auction will extend bidding by 5 additional minutes until all bidding is completed. If you plan to bid, please register 24 hours prior to the auction closing. Bidding is not conditional upon financing.
- Earnest Money Escrow:** The successful bidder as determined by the auctioneer is required to make a 10% down payment of the accepted bid price on the day of auction with the balance due at closing. Bidding is not conditional upon financing.
- Closing & Possession:** Closing shall be on or before November 11, 2021. The purchase agreement is between the seller and buyer only and cannot be assigned to a third party without the written consent of the seller. Possession is subject to the rights of any tenants in possession.
- Disclosure:** Some photos in this brochure may be stock photography and are for illustrative purposes only.

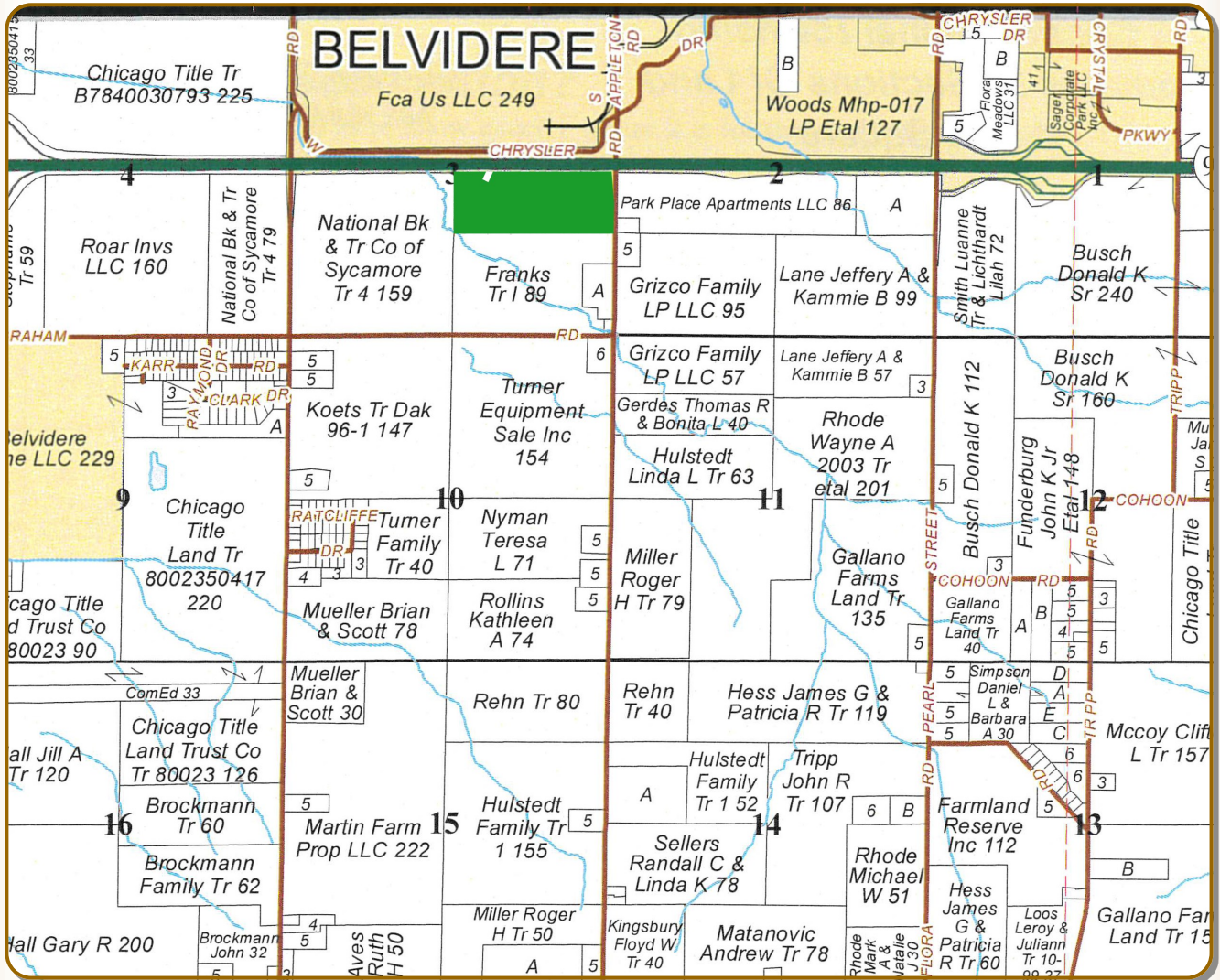
THE BRENNER FARM

AUCTION TERMS & CONDITIONS

- Real Estate Taxes:** The 2021 real estate taxes due and payable in 2022 shall be paid by the seller. The 2022 real estate taxes and all subsequent year taxes shall be paid by the buyer.
- Crops & Expenses:** The seller will retain the 2021 crop year cash rent.
- Conveyance:** At closing, seller shall convey and transfer the property to buyer by warranty deed, appropriate assignment, land trust, or other similar acceptable instrument of conveyance. At the same time, the balance of the purchase price then due shall be paid and all documents relative to the transaction shall be signed and delivered.
- Title Evidence:** At closing, seller shall furnish a commitment and Owner's Title Guaranty Policy for the amount of the purchase price at the seller's expense.
- Survey:** Seller shall provide a boundary survey by a licensed land surveyor at the seller's expense, dated no more than 6 (six) months prior to closing. Final purchase price will be based upon gross surveyed acres.
- Mineral Rights:** The buyer will receive and the seller will convey all mineral rights that the seller owns relating to the property.
- Disclaimer & Absence of Warranties:** Announcements made the day of the auction supersede any previously made statements or material provided, whether printed or oral. Information contained in this brochure is subject to the terms and conditions of the purchase agreement between the seller and buyer. All maps, data, acreages, and images in this brochure are approximate, and no liability for its accuracy is assumed by the seller or seller's agent. The buyer shall be responsible for conducting their own independent inspection and due diligence concerning the property. The property is being sold "as is" and "where is" with no warranty or representation, either expressed or implied, concerning the property is made by the seller or seller's agent. The auctioneer reserves the right to make final decisions on auction conduct and bidding increments.

THE BRENNER FARM

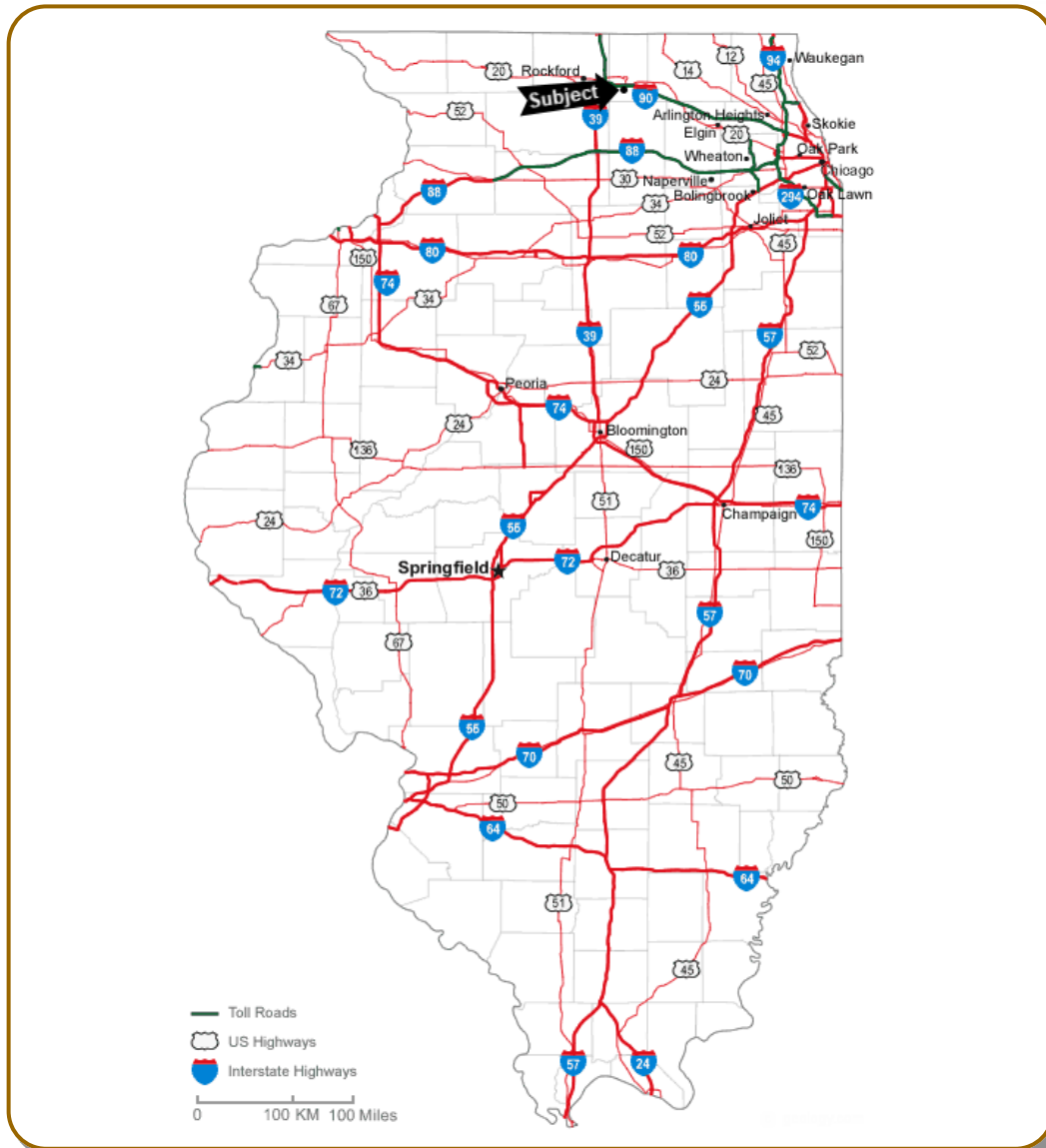
PLAT MAP



The Brenner Farm is located in Part of the Southeast Quarter of Section 3, Township 43 North – Range 3 East (Belvidere Township), Boone County, Illinois.

THE BRENNER FARM

ILLINOIS STATE MAP



The Brenner Farm is located approximately 52 miles northwest of Chicago O'Hare International Airport and is contiguous to Belvidere. Nearby cities include: Cherry Valley (3 miles west), Rockford (4¾ miles west), and Marengo (12 miles east).

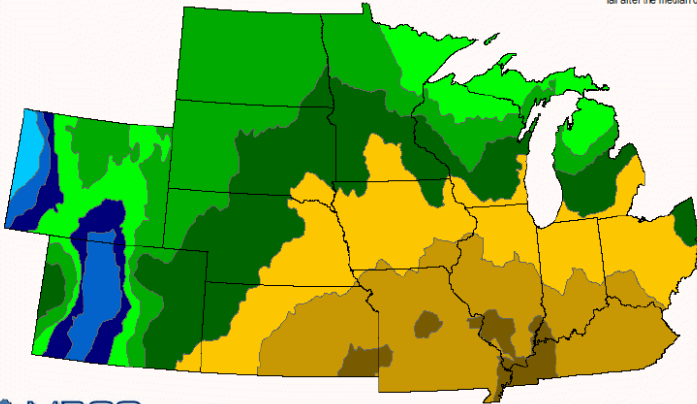
THE BRENNER FARM

MIDWEST CLIMATE MAPS

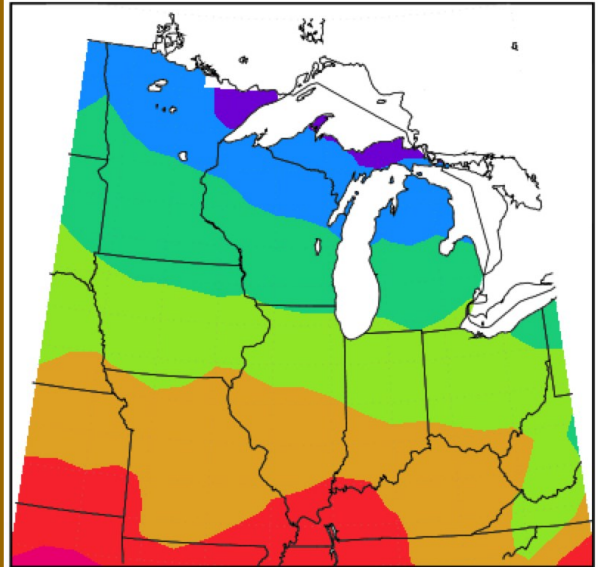
Spring Freeze
Median Date Of Last 32°F Freeze
 Based on 1981-2010 Average

- Mar 10 or Earlier ● Apr 1 - 10 ● May 1 - 10 ● Jun 1 - 10
- Mar 11 - 20 ● Apr 11 - 20 ● May 11 - 20 ● Jun 11 - 20
- Mar 21 - 31 ● Apr 21 - 30 ● May 21 - 31 ● Jun 21 or Later

Median date is determined such that half of all years fall before and half fall after the median date.

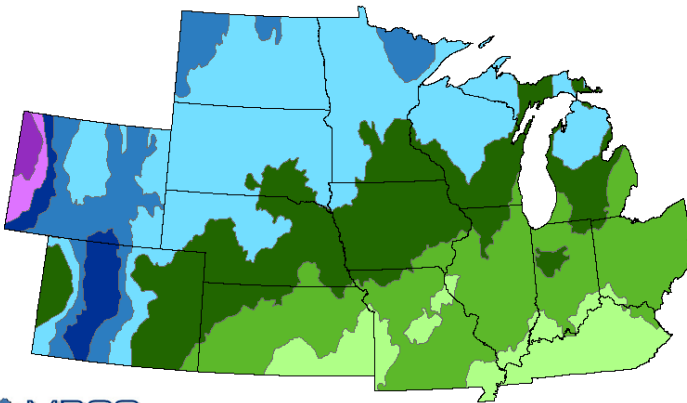


Average MGDD, Apr to Oct, 1981-2010



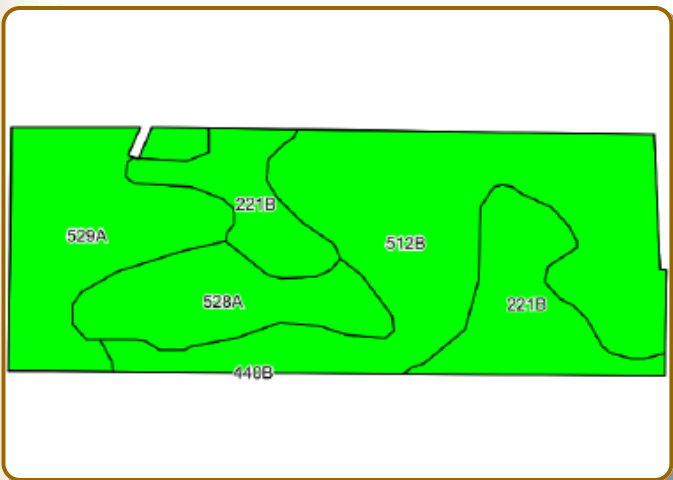
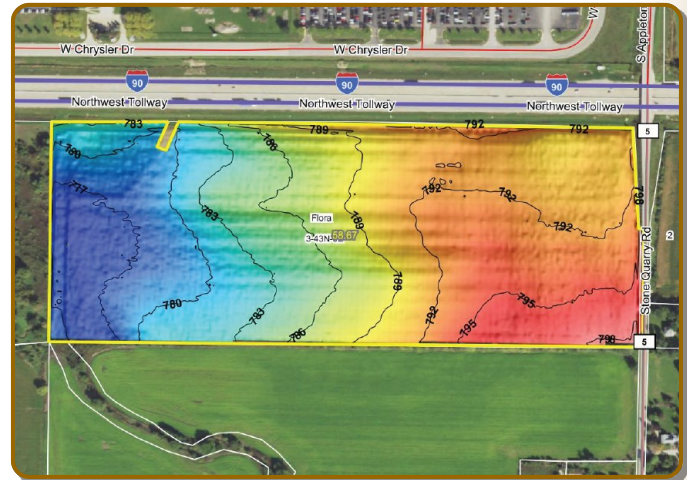
Fall Freeze
Median Date Of 32°F Freeze
 Based on 1981-2010 Average

- Aug 10 or Earlier ● Sep 1 - 10 ● Oct 1 - 10 ● Nov 1 - 10
- Aug 11 - 20 ● Sep 11 - 20 ● Oct 11 - 20 ● Nov 11 - 20
- Aug 21 - 31 ● Sep 21 - 30 ● Oct 21 - 31 ● Nov 21 or Later



THE BRENNER FARM

AERIAL MAP, TOPOGRAPHY MAP, SOILS MAP & DATA



SOILS DESCRIPTIONS & PRODUCTIVITY DATA

Soil #	Soil Name	Approx. Acres	Corn Yield Index (CYI)*	Productivity Index (PI)*
512B	Danabrook silt loam	25.94	185	137
529A	Selmass loam	12.67	163	121
221B	Parr silt loam	12.58	157	118
528A	Lahoguess loam	8.00	170	126

*Figures taken from the University of Illinois Bulletin 511, Optimum Crop Productivity Ratings for Illinois Soils.

TOTAL ACRES- 59.13 acres, more or less
 TILLABLE ACRES- 59.19 acres, per FSA figures
 Weighted Average CYI 172.3 bushels per acre, based on tillable acres
 PI- 128.1

THE BRENNER FARM

APPENDIX

Survey

Title Commitment

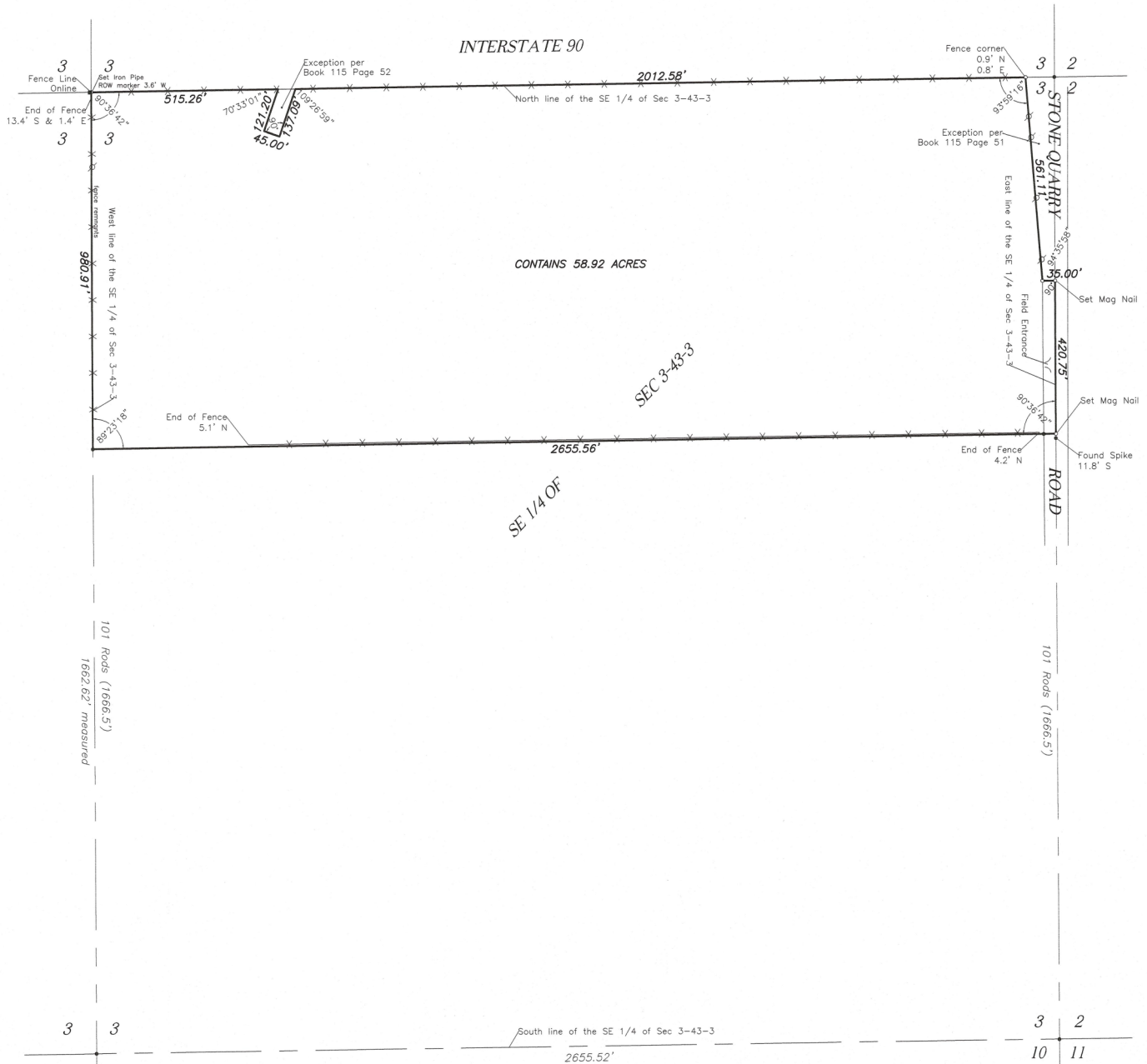
Sales Contract

PLAT AND CERTIFICATE OF SURVEY

APPROXIMATELY 60 ACRES LEGALLY DESCRIBED AS FOLLOWS: THE NORTH PART OF THE SOUTHEAST QUARTER OF SECTION 3 DESCRIBED AS FOLLOWS TO-WIT: BOUNDED ON THE NORTH BY THE NORTH LINE OF SAID SOUTHEAST QUARTER SECTION; ON THE EAST BY THE EAST LINE OF SAID SECTION; ON THE SOUTH BY A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION A DISTANCE OF 101 RODS NORTH THEREFROM; AND ON THE WEST BY THE WEST LINE OF SAID QUARTER SECTION, CONTAINING 60 ACRES, MORE OR LESS, ALL OF THE ABOVE DESCRIBED PREMISES ARE SITUATED IN TOWNSHIP 43 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE TRACT OF LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY DOCUMENT RECORDED IN BOOK 115 OF DEEDS, PAGE 51, AT THE BOONE COUNTY RECORDER'S OFFICE AND ALSO THAT TRACT CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION IN A DOCUMENT RECORDED IN BOOK 115 OF DEEDS, PAGE 52, BOTH OF WHICH ARE DATED DECEMBER 31, 1956 AND FURTHER SUBJECT TO A RIGHT OF WAY GRANTED TO THE DEPARTMENT OF HIGHWAYS IN THE COUNTY OF BOONE, STATE OF ILLINOIS, BY VIRTUE OF A DOCUMENT DATED FEBRUARY IN THE 2, 1949 AND RECORDED IN ROADS BOOK 2, PAGE 68; ALL SITUATED IN THE COUNTY OF BOONE AND STATE OF ILLINOIS.

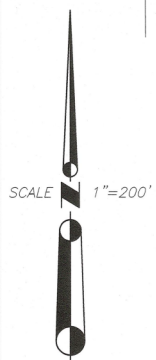
PROPERTY ADDRESS: STONE QUARRY ROAD, BELVIDERE, ILLINOIS
PIN: 07-03-400-001

CONTAINS 58.92 ACRES



UTILITY EASEMENT DATED MARCH 24, 1931 & RECORDED MAY 11, 1931 IN BOOK 86, PAGE 348 AFFECTS THIS PROPERTY. THERE'S NO SPECIFIC LEGAL DESCRIPTION OF THE EASEMENT AREA WHICH GRANTS THE RIGHT TO CLEAR TREES NEAR UTILITY POLES AND ELECTRIC LINES.
UTILITY EASEMENT DATED MARCH 2, 1966 & RECORDED MAY 31, 1966 AS DOCUMENT NO. 6412 AFFECTS THIS PROPERTY WITHIN 1 ROD OF STATE AID ROUTE NO. 5 (STONE QUARRY ROAD). IT GRANTS GENERAL TELEPHONE COMPANY THE RIGHT TO BURIED UTILITIES.

- LEGEND-----
- Boundary of property surveyed
 - Found iron pipe
 - Set iron pipe
 - Concrete ROW monument
 - ♣ Utility pole
 - ROW
 - Right-of-Way



STATE OF ILLINOIS }
COUNTY OF DEKALB }SS

THIS IS TO CERTIFY THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY I HAVE MADE OF PROPERTY HEREON SHOWN AND DESCRIBED. ALL DISTANCES SHOWN IN FEET AND DECIMALS THEREOF. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
FIELD WORK COMPLETED SEPTEMBER 29TH, 2021, WITNESS MY HAND AND SEAL AT DEKALB, ILLINOIS THIS 30TH DAY OF SEPTEMBER, 2021.

Leslie Aaron Doogs
LESLIE AARON DOOGS



JADE Hanna Surveyors
155 N 3rd Street
Dekalb, IL 60115
(815) 756-2189
Info@Hannasurveyors.com
License No. 184006622

⚡ ATTORNEYS' TITLE GUARANTY FUND, INC.
ATG® COMMITMENT FORM – SCHEDULE A

Transaction Identification Data for reference only:

Commitment No.: 210280601995
Issuing Agent: Charles G. Popp
Issuing Office's
ALTA® Registry ID: 1126154
Property Address: XXXX Stone Quarry Road
Belvidere, IL 61008
ATG licenses: Illinois: TU.0000002 Wisconsin: 000-51560

1. Commitment Date: September 07, 2021
2. Policy or policies to be issued:
 - a. 2006 ALTA Owner's Policy
Proposed Insured: TO COME
Proposed Policy Amount:
 - b. 2006 ALTA Loan Policy
Proposed Insured:
Proposed Policy Amount: TO COME
3. The estate or interest in the Land described or referred to in this Commitment: is a Fee Simple
4. The Title is, at the Commitment Date, vested in:
Sandra Luella Brenner 2009 Living Trust Dated September 2, 2009
5. The Land is described as follows:

Approximately 60 acres legally described as follows: The North part of the Southeast Quarter of Section Three (3) described as follows to-wit: Bounded on the North by the North line of said Southeast Quarter section; on the East by the East line of said section; on the South by a line parallel with the South line of said section a distance of One Hundred One (101) rods North therefrom; and on the West by the West line of said Quarter section, containing Sixty (60) acres, more or less, all of the above described premises are situated in Township Forty-three (43) North, of Range Three (3) East of the Third Principal Meridian, EXCEPTING THEREFROM the tract of land conveyed to the Illinois State Toll Highway Commission by document recorded Book 115 of Deeds, Page 51, at the Boone County Recorder's Office and also that tract conveyed to the Illinois State Toll Highway Commission in a document recorded in Book 115 of Deeds, Page 52, both of which are dated December 31, 1956 and further subject to a right of way granted to the Department of Highways in the County of Boone, State of Illinois, by virtue of a document of dated February in the 2, 1949 and recorded in Roads Book 2, Page 68; all situated in the County of Boone and State of Illinois.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by ATG or its issuing agent that may be in electronic form.

Charles G. Popp
215 South State Street
Belvidere, IL 61008
815-544-3130

2806

Member No.

Signature of Member or Authorized Signatory

ATTORNEYS' TITLE GUARANTY FUND, INC.

ATG® COMMITMENT FORM – SCHEDULE B

Commitment No.: 210280601995

Commitment Date: September 07, 2021

State Issued: IL

File Name:

PART I
Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify ATG® in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. ATG may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy.
4. Documents satisfactory to ATG that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The following additional requirements must be satisfied at or prior to the closing:
a. The borrower and seller must bring a valid government issued photo ID bearing their signature to the closing.
b. Each seller must provide a valid forwarding address and social security number to be submitted to the IRS for 1099 purposes.
c. Payoff letters must be current and not subject to additional terms. We reserve the right to verify payoff figures prior to disbursement. Any additional funds required to satisfy a lien in full must be deposited by the parties involved immediately.
d. All funds brought to closing must be in the form of wire transfer, certified check, or cashier's check.
6. If the Property is Commercial and Extended Coverage over the five General Exceptions is requested, ATG should be furnished with the following:
a. A current ALTA/ASCM or Illinois Land Title Survey Certified to Attorneys' Title Guaranty Fund, Inc.;
b. A Properly executed ALTA Statement;
Matters disclosed by the above documentation will be shown specifically on Schedule B.
NOTE: There will be an additional charge for this coverage.
7. The Good Funds provision of the Illinois Title Insurance Act (215 ILCS 155/26) became effective January 1, 2010. This law imposes stricter rules on the type of funds that can be accepted for real estate closings and requires wired funds in many circumstances. Contact your settlement agent to confirm the type of funds that are required for your transaction.
8. Per Illinois law, for closings on or after January 1, 2011, ATG will issue Closing Protection Letters to the parties to the transaction if it is closed by ATG or its approved title insurance agent.
9. If you are a lender, your ATG Closing Protection Letter will be valid only if you receive it in one of the following two ways:
(1) as an email from the domain "@atgf.com," or
(2) as a fax from fax number 312.372.9509 or 217.403.7401.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by ATG or its issuing agent that may be in electronic form.

Charles G. Popp
215 South State Street
Belvidere, IL 61008
815-544-3130

2806
Member No.

Signature of Member or Authorized Signatory

PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of ATG:

Standard Exceptions

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records; and
5. Taxes or special assessments that are not shown as existing liens by the Public Records.

Special Exceptions

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the Commitment Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any Loan Policy issued pursuant to this Commitment will be subject to the following exceptions (a) and (b), in the absence of the production of the data and other matters contained in the ATG ALTA Statement form or an equivalent form:
 - a. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records;
 - b. Consequences of the failure of the lender to pay out properly the whole or any part of the loan secured by the mortgage described in Schedule A, as affecting: (i) the validity of the lien of said mortgage; and (ii) the priority of the lien over any other right, claim, lien, or encumbrance that has or may become superior to the lien of said mortgage before the disbursement of the entire proceeds of the loan.

3. Any Owner's Policy issued pursuant to this Commitment will be subject to the following exception:

The property address listed on Schedule A is provided solely for informational purposes, without warranty as to accuracy or completeness, and is not hereby insured and is not included in the Land as defined in Condition 1.

4. Taxes for the year 2021 and thereafter:
First inst. of 97293 taxes in the amount of \$972.93 is PAID;
Second inst. of 2020 taxes in the amount of \$972.93 is PAID;
Taxes for the year 2021 are not yet due or payable.

PIN: 07-03-400-001

5. This commitment is prepared in anticipation of sale of subject real estate at public auction in October 2021, and is subject to any further exceptions, if any, as may be deemed necessary pending a supplemental search of the Land Records of Boone County, Illinois, including the purchaser(s).
6. Provisions detailed in an Ordinance Agreement recorded December 29, 2015, as Document No. 2015R06815.

7. Provisions detailed in an Ordinance Annexation Agreement dated April 25, 1995, and recorded April 27, 1998, as Document No. 95-2185.
8. Provisions detailed in an Ordinance Annexation Agreement dated , and recorded April 27, 1995, as Document No. 95-2184.
9. Provisions detailed in a Utility Easement dated March 2, 1966, and recorded May 31, 1966, as Document No. 6412.
10. Provisions detailed in a Utility Easement dated March 24, 1931, and recorded May 11, 1931, found in Book 86 age 348.
11. Rights of the public, the State of Illinois, and the municipality in and to so much of the land dedicated for road purposes by instrument dated February 2, 1949, and recorded February 4, 1949, as Document Number Road Book 2 page 70.
12. Rights of adjoining owners to the uninterrupted flow of any stream which may cross the premises.
13. ATG should be furnished with the following:

- a. A Certification of Trust executed by the trustee in accordance with 760 ILCS 3/1013, together with excerpts of the trust agreement and amendments thereto relating to the designation of trustees and the powers of the trustee to act in the current transaction; or

- b. In the alternative, the trustee, in his or her sole discretion, may deliver to ATG a properly certified copy of the original trust agreement, under which title to the land is held, together with all amendments thereto.

ATG reserves the right to raise additional exceptions or make further requirements after review of the documentation provided.

14. ATG should be advised as to whether the trust under which title to the land is held is still in force and effect, and this Commitment is subject to such further exceptions, if any, as may be deemed necessary.
15. Terms, powers, provisions and limitations of the trust under which title to the land is held.
16. If title is to be conveyed to a trustee, the deed in trust must be recorded.
17. In any sale of trust property for which ATG or its agents are responsible for reporting the sale for tax purposes, if the trust is a grantor trust under the provisions of the Internal Revenue Code, then the taxpayer identification numbers of the grantors, along with any allocation of the sales price among the grantors, must be provided to ATG, its agents, or closers. If the trust is not a grantor trust, then the trustee must provide its taxpayer identification number to ATG, its agents, or closers. A taxpayer identification number may be obtained at <https://irs.gov>
18. Any claim that the Title is subject to a trust or lien created under the Perishable Agricultural Commodities Act (7 U.S.C. §§ 499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§ 181, et seq.) or under similar federal or state laws.
19. Existing leases and tenancies, and rights of tenants thereunder, and those claiming by, through, or under those tenants.
20. If Extended Coverage over the five General Exceptions is requested, ATG should be furnished with the following:

- A. A current ALTA/NSPS Survey certified to Attorneys' Title Guaranty Fund, Inc.;

- B. A Properly executed ALTA Statement;

Matters disclosed by the above documentation will be shown specifically on Schedule B

NOTE: There will be an additional charge for this coverage.

21. Information should be furnished establishing whether any written agreement has been entered into by and between any party or broker for the purposes of buying, selling, leasing, or otherwise conveying any interest in the land described herein; and, if any such agreement has been entered into, satisfactory evidence should be furnished establishing that the compensation agreed upon in such agreement has been paid and the broker's lien, or right to a lien, for such amount has been extinguished. In the event the evidence is not furnished, our policy or policies when issued will be subject to the following exception:

"Any lien, or right to a lien, imposed by law under the provisions of the Commercial Real Estate Broker Lien Act, and not shown in the public records, for compensation agreed upon by a broker and the broker's client or customer under the terms of a written agreement entered into for the purposes of buying, selling, leasing, or otherwise conveying any interest in the land

described in Schedule A".

22. Rights of a property manager, if any, to a statutory lien on the premises for its property manager's fee.

Note: Furnish ATG with an affidavit by the owner stating that there is no property manager for the insured premises. In the absence thereof, provide a waiver of lien by the property manager covering the date of recording of the deed and mortgage to the insured.

23. Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.
24. Any endorsement requested by an insured or proposed insured must be approved by ATG.
25. If work has been performed on the Land within the last six months which may subject the Land to liens under the mechanics lien laws, ATG should be furnished with satisfactory evidence that those who have performed such work have been fully paid and have waived their rights to a lien. If evidence is not provided or is unsatisfactory, this commitment/policy will be subject to the following exception:

"Any lien, or right to a lien, for services, labor or material, heretofore or hereafter furnished, imposed by law, and not shown by the Public Records."

ATG reserves the right to add additional items or make further requirements after review of the requested documentation.

End of Schedule B

LISTING OFFICE: *Martin Goodrich & Waddell, Inc.* Buyer's Attorney: _____
LOF# _____ PHONE: 815-756-3606 Attorney's Email: _____
Listing Agent: *Josh Waddell* Attorney's Phone: _____ Fax: _____
Seller's Attorney: *Charles G. Popp, P.C.*
Attorney Email: *attorneypopp@aol.com*
Attorney Phone: 815-544-3130/Fax: 815-544-9700

1. To: (SELLER) **SANDRA LUELLA BRENNER 2009 LIVING TRUST dated September 2, 2009**
of c/o Attorney Charles G. Popp, P.C., 215 South State Street, Belvidere, IL 61008
2. The Undersigned (BUYER) _____
Phone _____ of _____ (Address &
Zip Code)
3. Offers to purchase the following described real estate situated in Boone County, Illinois, commonly
known as: **59 Acres Stone Quarry Road, Boone County, IL** and legally described as: Part of the Southeast
Quarter of Section 3, Township 43 North, Range 3 East, Belvidere Township, Boone County, Illinois.
Property Identification No.: **07-03-400-001**
4. And to pay you (\$ _____ per acre with a total purchase price of \$ _____ and
with no adjustments for variance of acreage unless survey required to be furnished hereunder shows variance
in excess of two acres), with acreage to be computed to the center of roadway if include in legal description,
and payable \$ _____ as earnest money **10% of purchase price** to be applied to the
purchase price and the balance payable as follows: Cash at time of closing.
5. Review the following to be furnished by Seller by _____, 20__ : Copy of any written
leases or rental agreements and tenants of any oral leases;
6. Except as otherwise provided, if any contingency cannot be carried out, this Contract shall become void and
the earnest money shall be returned to Buyer.
7. This transaction shall be closed by _____, 20__.
8. 2021 taxes payable 2022 shall be credited to buyer. No other prorations of rent, taxes, etc. of any kind shall
be given.
9. The earnest money shall be held by Charles G. Popp, P.C. , referred to as "Escrowee," for the mutual benefit
of the parties in a non-interest bearing account.
10. Seller shall furnish current title insurance commitment in the amount of the purchase price, to Buyer prior to
closing, and final policy thereafter, at Seller's expense, showing merchantable title subject only to the
following permitted exceptions a) all accrued taxes, fees, and special assessments credited to Buyer at
closing; b) building and building line, use and occupancy restrictions, conditions and covenants of record; c)
zoning laws and ordinances; d) easements for the use of public utilities; e) roads and; f) drainage ditches,
feeders and laterals; g) existing leases and tenancies approved by Buyer under Paragraph 5(D), if any.
11. If Seller cannot deliver merchantable title to Buyer at closing, subject only to permitted exceptions, this
Contract, at Buyer's option, shall be voidable and the earnest money shall be returned to Buyer or Buyer
may elect to close and deduct from the purchase price a definite and ascertainable amount required to
satisfy and release any nonpermitted exceptions, and in such case Seller shall convey the premises to
Buyer.
12. Should Buyer fail to perform this Contract promptly in the time and manner specified, the earnest money
shall be forfeited by Buyer as liquidated damages, as Seller's exclusive remedy, and. this Contract shall be
void. If an allowable deduction has been made against the earnest money for Escrowee's attorneys fees and
court costs pursuant to Paragraph 9 of this Contract, the prevailing party shall be entitled to a judgment
against the other party for the amount of said deduction, in addition to recovery of the then balance of
the earnest money.
13. Time is of the essence of the terms and conditions of this Contract.
14. At closing Seller shall convey merchantable title to the property, subject to permitted exceptions, to Buyer or
whomever Buyer may by stamped recordable warranty deed releasing homestead, or such other appropriate
deed or agreement for deed as required. remainder of the purchase price or any further part of it then due
shall be paid and all documents required by the transaction shall be signed and delivered.

15. Any real estate commission shall be paid at closing in accordance with the conditions of the listing agreement unless agreed, but if the sale is not completed and the earnest money is forfeited, the earnest money shall be applied first the Escrowee pursuant to Paragraph 9, next to the payment of expenses incurred for Seller by listing broker and the balance, any, shall be divided equally between Seller and listing broker.
16. The parties agree to comply with the following federal or state acts when applicable:
- A. Federal Real Estate Settlement Procedures Act (RESPA).
 - B. Illinois Real Estate Transfer Tax Act with Seller to pay all transfer taxes due at closing.
 - C. The Illinois Smoke Detector Act with Seller to provide all required smoke detectors in operating condition.
 - D. ILLINOIS RESIDENTIAL REAL PROPERTY DISCLOSURE ACT for 1-4 family residential dwellings which Act may require Seller to deliver to Buyer a report disclosing material defects in the property prior to the execution of this Contract.
17. **Notices:** Except as provided otherwise, required notices shall be in writing and served directly upon any of the parties to whom the notice is directed, or the party's real estate agents or attorneys. Notices shall be served (a) by personal delivery; or (b) by FAX effective as of the date of transmission provided transmission is on regular business days, legal holidays excluded, during normal business hours of 8:30 A.M. to 4:30 P.M. C.T. (A FAX sent at any other time shall be deemed effective as of 8:30 A.M. the next business day); (c) by regular or certified mail effective as of 10:00 A.M. on the second business day following the mailing; or (d) by email transmission, if an email address has been furnished by the recipient Party or the recipient Party's attorney to the sending Party or if shown in the contract, notice effective during the same times as fax transmission.
18. Following execution by the last party, this Contract shall be deemed effective only upon delivery to the other party, as provided for notices in the preceding paragraph. This document represents the entire agreement and shall be binding upon the parties, their heirs, successors, and assigns.

NOTICE TO PARTIES

BY THE SIGNING OF THIS CONTRACT, YOU ARE ENTERING INTO A BINDING LEGAL AGREEMENT. ANY REPRESENTATION UPON WHICH YOU RELY SHOULD BE INCLUDED IN THIS AGREEMENT. NO ORAL REPRESENTATION WILL BE BINDING UPON OR AN OBLIGATION OF THE SELLER, BUYER, REAL ESTATE BROKER OR AGENT. THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE HAD THE OPPORTUNITY TO CONSULT WITH SEPARATE LEGAL COUNSEL PRIOR TO THE EXECUTION OF THIS AGREEMENT.

Dated _____, 20__ and to be accepted by
 _____, 20__

BUYER _____ BUYER: _____

ACCEPTED/COUNTERED _____, 20__, with counteroffer to be accepted by
 _____, 20__.

SELLER: _____

ACKNOWLEDGMENTS

The undersigned acknowledges receipt of the earnest money (Cash/Check/Note)

ESCROWEE _____