

THE MALCOLM WHIPPLE FARM



163^{+/-} Acres • LaSalle County, Illinois



MARTIN, GOODRICH & WADDELL, INC.
REAL ESTATE SERVICES

We Plant Profitable Investment Ideas in Every Season

2020 Aberdeen Court
Sycamore, IL 60178

Web: www.mgw.us.com

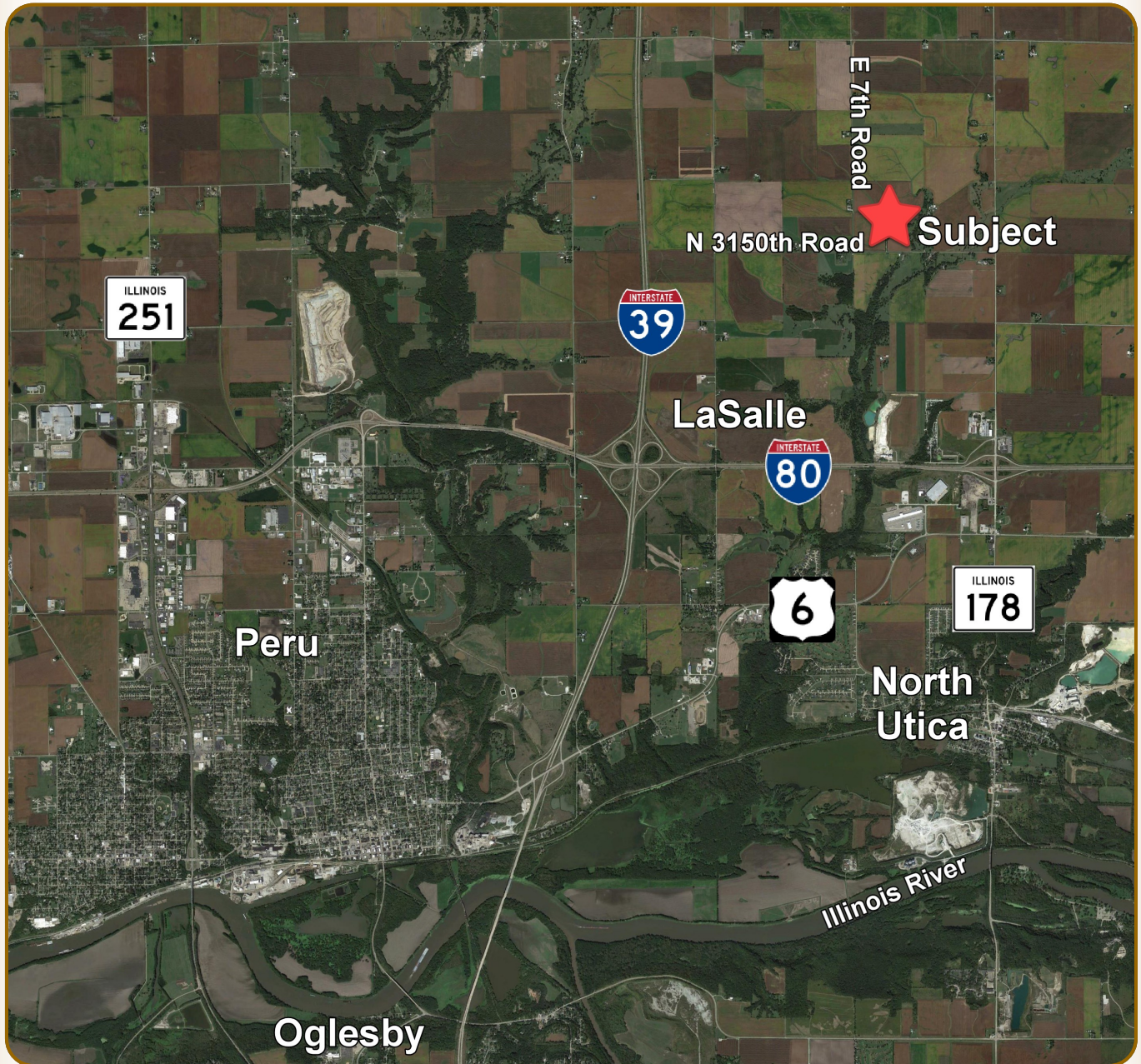
E-mail: info@mgw.us.com

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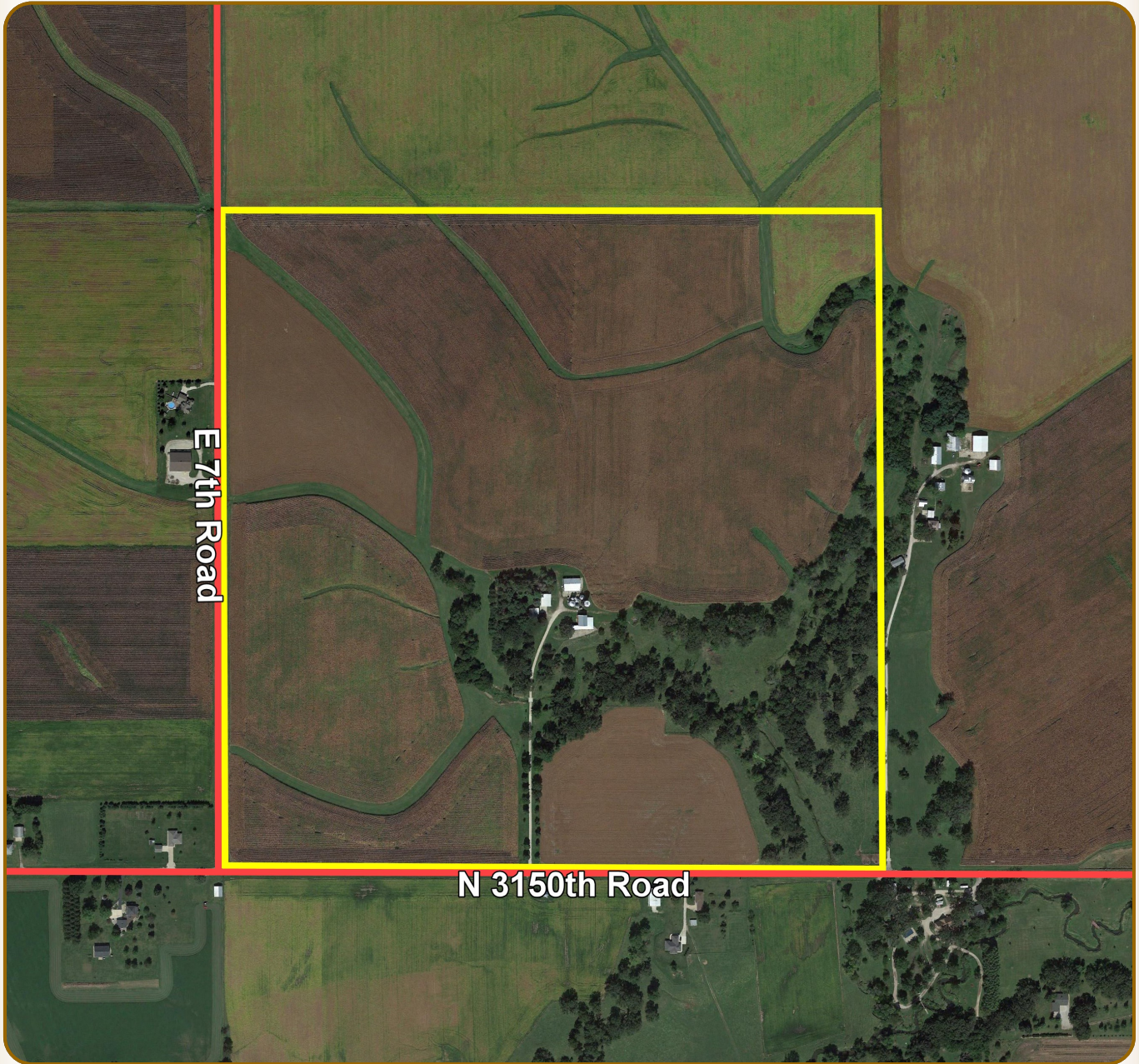
THE MALCOLM WHIPPLE FARM

AERIAL MAP



THE MALCOLM WHIPPLE FARM

AERIAL MAP



THE MALCOLM WHIPPLE FARM

IMPROVEMENTS



THE MALCOLM WHIPPLE FARM

VINTAGE FARM SALE BILL



THE MALCOLM WHIPPLE FARM

PHOTOS



THE MALCOLM WHIPPLE FARM

PHOTOS



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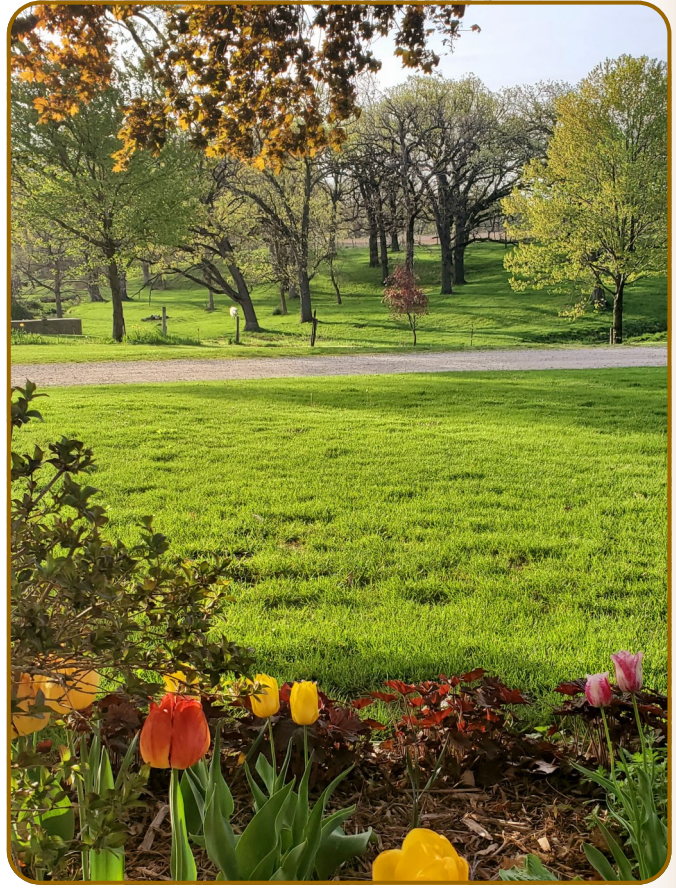
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PHOTOS



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AUCTION DETAILS

Date of Auction:	Bidding Ends: December 8, 2021, beginning at 1 p.m. CT.
Auction Location:	ONLINE AUCTION: The auction platform is open for bidding. Please visit mgw.us.com/whipple to bid. The auction closes December 8, 2021, beginning at 1 p.m. Central Time.
Inspection date:	November 30, 2021 from noon to 2:00 p.m.
Inspection Location:	At the farmstead, 723 N 3150th Road, Utica, IL 61373.
Directions to Farm:	From Interstate 80 east of LaSalle, go north at exit 81 (Illinois Route 178). Travel 1.4 miles on E 8th Road. Then turn west on N 3150th Road for 0.5 miles to arrive at the farm. The farmstead address is 723 N 3150th Road, Utica, IL 61373.

THE MALCOLM WHIPPLE FARM

PROPERTY DETAILS

Location:	The subject farm is located approximately 70 miles southwest of Chicago O'Hare International Airport. Nearby cities include: North Utica (1/4 mile south), LaSalle (3/8 mile south), and Ottawa (9 miles east).
Frontage:	There is 1/2 mile of road frontage on E 7th Road and 1/2 mile on N 3150th Road.
Major Highways:	Interstate 39 is 1 1/2 miles west, Interstate 80 and Illinois Route 178 are 1 1/2 miles south, U.S. Route 6 is 2 miles south, and U.S. Route 52 is 5 miles north of the property.
Legal Description:	A brief legal description indicates The Malcolm Whipple Farm is located in The Northwest Quarter of Section 29, Township 34 North – Range 2 East (Waltham Township), LaSalle County, Illinois.
Total Acres:	There are a total of 162.81 acres according to a survey dated November 10, 2021.
Tillable Acreage:	There are approximately 117 tillable acres, estimated.
Soil Types:	Major soil types found on this farm include Plano silt loam, Birkbeck silt loam, and Graymont silt loam.
Climate/Growing Season:	LaSalle County has a continental climate typical of northern Illinois. The average length of the growing season is nearly 175 days. On average we expect about 2,750 growing degree days from April 24 through October 17. Annual precipitation averages about 33 inches with over half of this coming during the growing season. Snowfall averages about 25 to 27 inches per year. Prevailing winds are from the west-northwest. This climate, combined with the generally excellent soils in this area, provides a nearly ideal environment for the production of corn and soybeans.
Topography:	The topography of the subject farm is level to gently rolling.
Mineral Rights:	All mineral rights owned by the seller will be transferred in their entirety to the new owner.

THE MALCOLM WHIPPLE FARM

PROPERTY DETAILS

Possession:	Closing shall be on or before December 30, 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 Malcolm Whipple Farm.
Taxes:	The 2020 real estate taxes totaled \$9,212.86. The tax parcel number is #12-29-100-001.
Zoning:	The Malcolm Whipple Farm is zoned A-1, Agriculture.
Improvements:	Two story home located at 723 N 3150th Road, Utica, IL 61373. Additional improvements include: a detached garage, barn, 3 sheds, silo, 2 hopper bins, 3 bins, and a dryer.
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 MALCOLM WHIPPLE FARM

AUCTION TERMS & CONDITIONS

- Description of Property:** The Northwest Quarter of Section 29, Township 34 North – Range 2 East (Waltham Township), LaSalle County, Illinois.
- Agency:** Martin, Goodrich & Waddell, Inc. (MGW) 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 Wednesday, December 8, 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 within 24 hours, with the balance due at closing. Bidding is not conditional upon financing. Payment shall be in the form of a cashier's check or wire transfer.
- Closing & Possession:** Closing shall be on or before December 30, 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.

THE MALCOLM WHIPPLE 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 the responsibility of the buyer.
- Crops & Expenses:** The seller will retain the 2021 lease-year income for the cropland, building site, and pasture. The lease for the cropland, machine shed, and bin site expires February 28, 2022. The lease for the pasture and southernmost barn expires March 31, 2022. The house and detached garage are available for immediate possession.
- 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 secure 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.

THE MALCOLM WHIPPLE FARM

AUCTION TERMS & CONDITIONS

Disclaimer & Absence of Warranties:

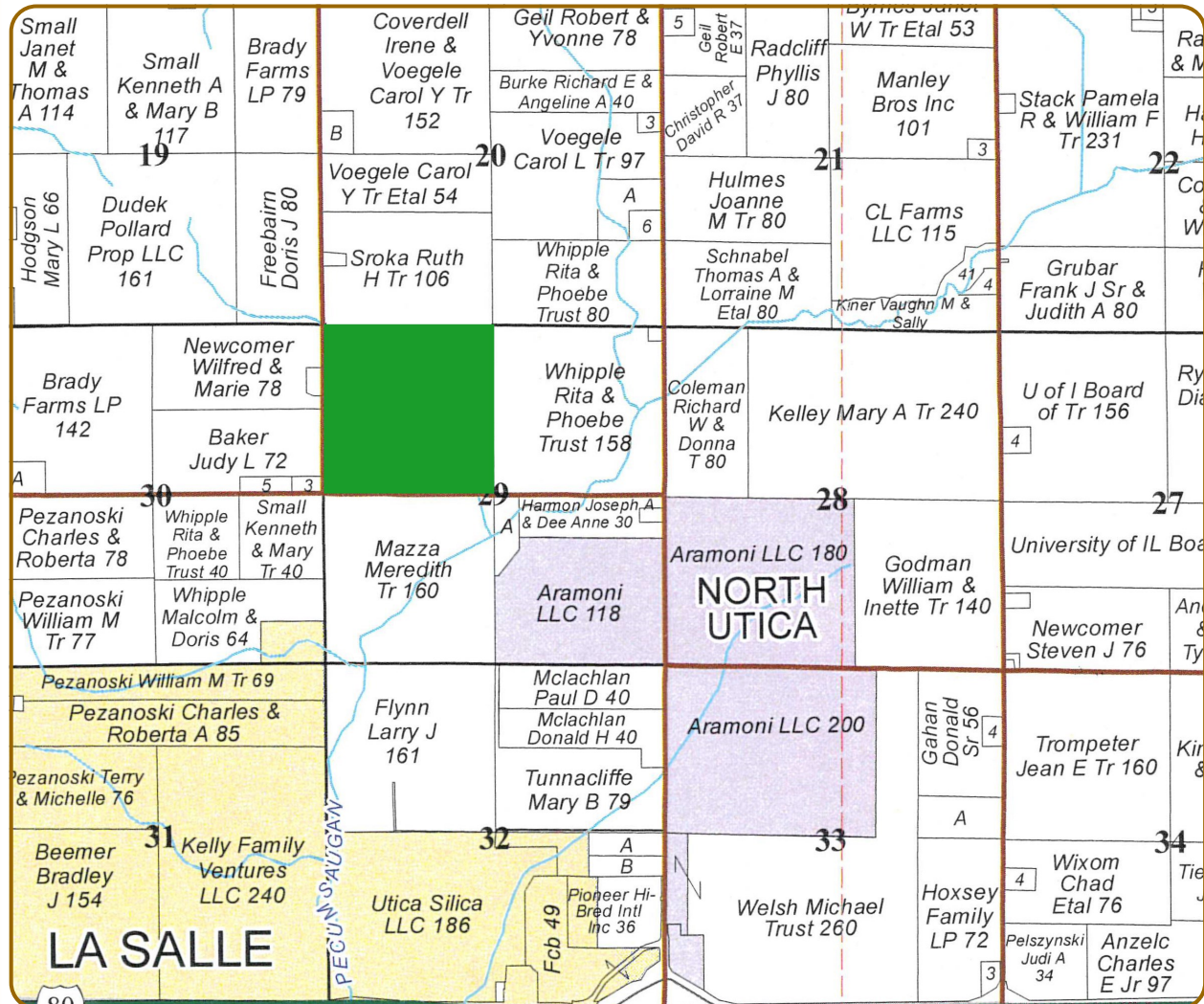
Announcements made the day of the auction supersede any previously made statements or material provided, whether printed or oral. Information contained in this brochure is subject to the terms and conditions of the purchase agreement between the seller and buyer. All maps, data, acreages, and images 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.

Disclosure:

Some photos in this brochure may be stock photography and are for illustrative purposes only. The property is subject to a mining agreement and settlement agreement as noted at exception 16 in the title commitment. Details are available upon request, and will be provided to all registered bidders.

THE MALCOLM WHIPPLE FARM

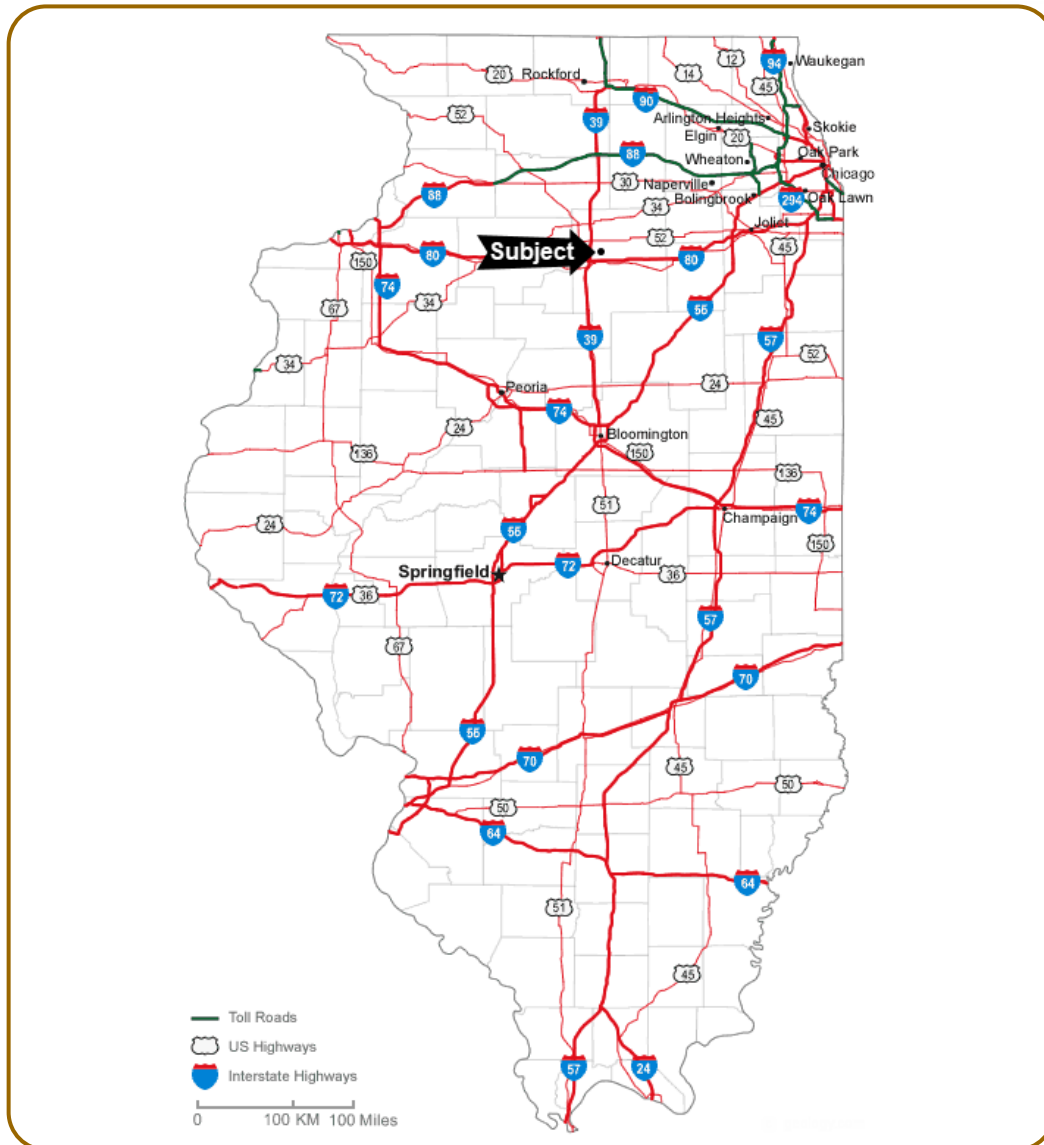
PLAT MAP



The Malcolm Whipple Farm is located in The Northwest Quarter of Section 29, Township 34 North – Range 2 East (Waltham Township), LaSalle County, Illinois.

THE MALCOLM WHIPPLE FARM

ILLINOIS STATE MAP



The Malcolm Whipple Farm is located approximately 70 miles southwest of Chicago O'Hare International Airport. Nearby cities include: North Utica (1/4 mile south), LaSalle (3/8 mile south), and Ottawa (9 miles east).

THE MALCOLM WHIPPLE FARM

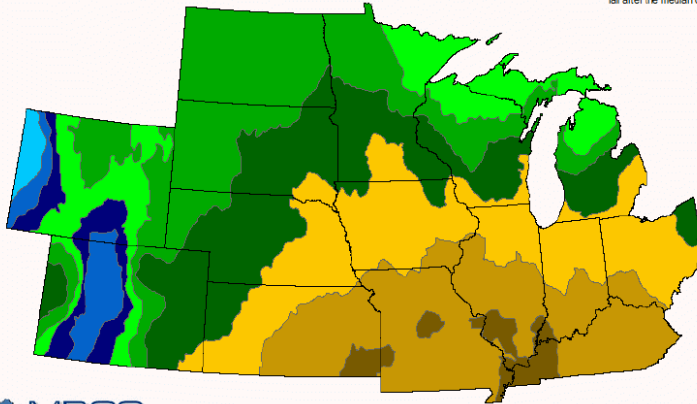
MIDWEST CLIMATE MAPS

Spring Freeze

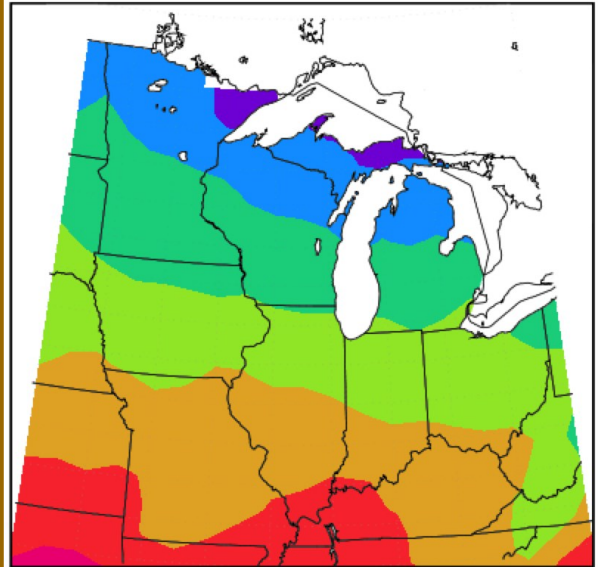
Median Date Of Last 32°F Freeze
Based on 1981-2010 Average

- | | | | |
|---------------------|---------------|---------------|-------------------|
| • 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.



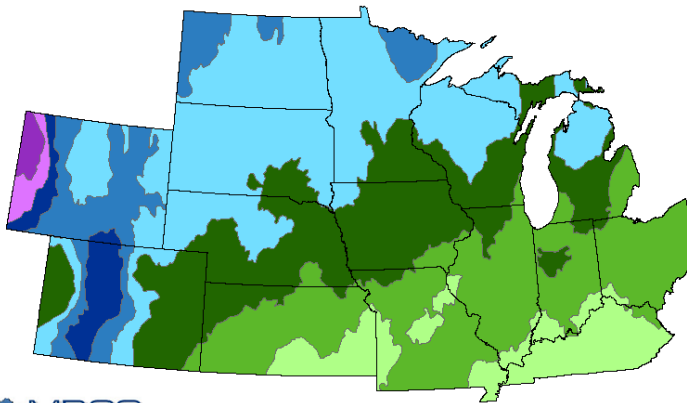
Average MGDD, Apr to Oct, 1981-2010



Fall Freeze

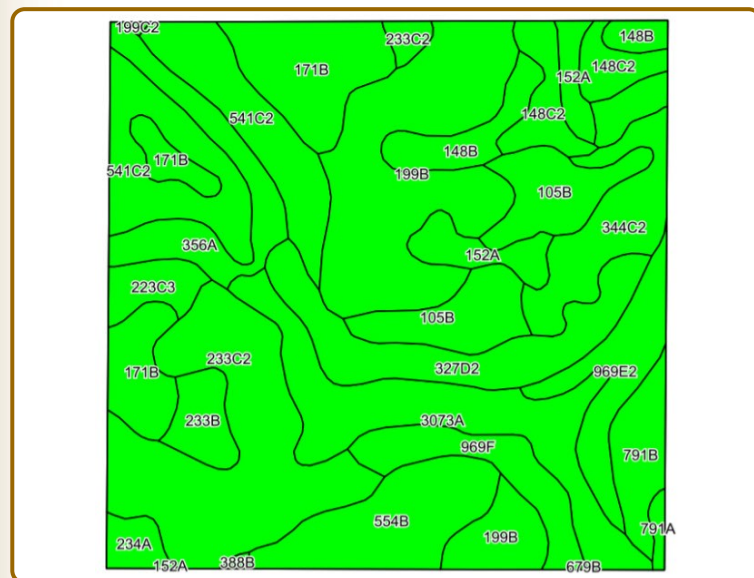
Median Date Of 32°F Freeze
Based on 1981-2010 Average

- | | | | |
|---------------------|---------------|---------------|-------------------|
| • 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 MALCOLM WHIPPLE FARM

TOPOGRAPHY MAP, SOILS MAP & DATA



SOILS DESCRIPTIONS & PRODUCTIVITY DATA

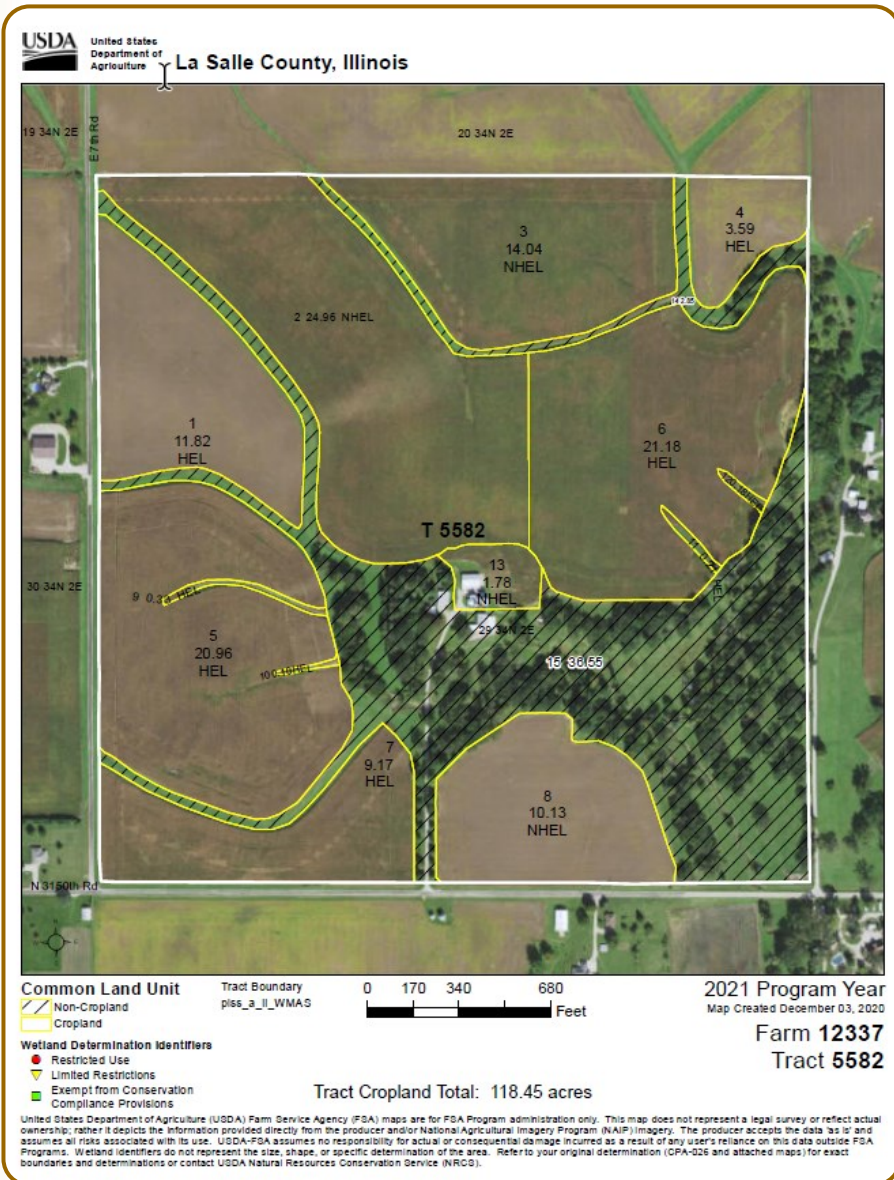
Soil #	Soil Name	Approx. Acres	Corn Yield Index (CYI)*	Productivity Index (PI)*
199B	Plano silt loam	21.50	192	141
233C2	Birkbeck silt loam	17.11	155	113
541C2	Graymont silt loam	14.27	170	125
171B	Catlin silt loam	12.13	185	137
105B	Batavia silt loam	8.38	175	128
554B	Kernan silt loam	8.07	151	112
344C2	Harvard silt loam	6.79	159	116
148C2	Proctor silt loam	4.59	172	126
356A	Elpaso silty clay loam	4.15	195	144
148A	Proctor silt loam	3.60	183	134
327D2	Fox loam	3.60	139	101
152A	Drummer silty clay loam	3.29	195	144
233B	Birkbeck silt loam	2.63	165	121
223C3	Varna silty clay loam	2.20	139	102
234A	Sunbury silt loam	1.46	179	131
3073A	Ross loam	1.06	181	134
969F	Casco-Rodman Complex	0.99	94	71
969E2	Casco-Rodman Complex	0.76	95	72
199C2	Plano silt loam	0.23	180	132
388B	Wenona silt loam	0.19	171	128

**Figures taken from the University of Illinois Bulletin 811, Optimum Crop Productivity Ratings for Illinois Soils.*

TOTAL ACRES- 162.81 acres, more or less
 TILLABLE ACRES- 117 acres, or 71.9% estimated
 Weighted Average CYI- 171.3 bushels per acre, based on tillable acres
 PI- 125.9

THE MALCOLM WHIPPLE FARM

FSA DATA



FSA Information

CRP: None

Base Acreage: 70.7 acres corn, 14.8 acres wheat, 28.8 acres soybeans

PLC Yield: 190 bushels corn, 79 bushels wheat, 55 bushels soybeans

THE MALCOLM WHIPPLE FARM

APPENDIX

Home Disclosures

Survey

Title Commitment

Sales Contract



Illinois REALTORS®
RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT
(765 ILCS 77/35)

NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES' RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW, SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY THE SELLER CREATES LEGAL OBLIGATIONS ON THE SELLER; THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 723 N 3150th Road

City, State & Zip Code: Utica, IL 61373

Seller's Name: Malcolm & Doris Whipple

This Report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of September 30, 2021, and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form, a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" (incorrect), or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation, in the additional information area of this form.

	YES	NO	N/A	
1.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Seller has occupied the property within the last 12 months. (No explanation is needed.)
2.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of flooding or recurring leakage problems in the crawl space or basement.
3.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property.
4.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the basement or foundation (including cracks and bulges).
5.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of leaks or material defects in the roof, ceilings, or chimney.
6.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the walls, windows, doors, or floors.
7.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the electrical system.
8.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool).
9.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the well or well equipment.
10.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of unsafe conditions in the drinking water.
11.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the heating, air conditioning, or ventilating systems.
12.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	I am aware of material defects in the fireplace or wood burning stove.
13.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the septic, sanitary sewer, or other disposal system.
14.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of unsafe concentrations of radon on the premises.
15.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.
16.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises.
17.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises.
18.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of current infestations of termites or other wood boring insects.
19.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.
20.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of underground fuel storage tanks on the property.
21.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of boundary or lot line disputes.
22.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected.
23.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware that this property has been used for the manufacture of methamphetamine as defined in Section 10 of the Methamphetamine Control and Community Protection Act.

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary: _____

Check here if additional pages used: _____

Seller certifies that seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: Malcolm M. Whipple Jr Date: 9-30-21

Seller: _____ Date: _____

THE PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. THE PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Prospective Buyer: _____ Date: _____ Time: _____

Prospective Buyer: _____ Date: _____ Time: _____

A COPY OF ARTICLE 2 OF THE RESIDENTIAL REAL PROPERTY DISCLOSURE ACT IS AFFIXED HERETO AND SHOULD BE REVIEWED BY PROSPECTIVE BUYER.

RESIDENTIAL REAL PROPERTY DISCLOSURE ACT

ARTICLE 2: DISCLOSURES

765 ILCS 77/5 *et seq.*

Section 5. Definitions: As used in this Act, unless the context otherwise requires the following terms have the meaning given in this section:

“Residential real property” means real property improved with not less than one nor more than four residential dwelling units: units in residential cooperatives; or, condominium units including the limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit. The term includes a manufactured home as defined in subdivision (53) of Section 9-102 of the Uniform Commercial Code that is real property as defined in the Conveyance and Encumbrance of Manufactured Homes as Real Property and Severance Act.

“Seller” means every person or entity who is an owner, beneficiary of a trust, contract purchaser or lessee of a ground lease, who has an interest (legal or equitable) in residential real property. However, “seller” shall not include any person who has both (i) never occupied the residential real property and (ii) never had the management responsibility for the residential real property nor delegated such responsibility for the residential real property to another person or entity.

“Prospective buyer” means any person or entity negotiating or offering to become an owner or lessee of residential real property by means of a transfer for value to which this Act applies.

Section 10. Applicability. Except as provided in Section 15, this Act applies to any transfer by sale, exchange, installment land sale-contract, assignment of beneficial interest, lease with an option to purchase, ground lease or assignment of ground lease of residential real property.

Section 15. Applicability; Exceptions. The provisions of this Act do not apply to the following:

(1) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers between spouses resulting from a judgment of dissolution of marriage or legal separation, transfers pursuant to an order of possession, transfers by a trustee in bankruptcy, transfers by eminent domain and transfers resulting from a decree for specific performance.

(2) Transfers from a mortgagor to a mortgagee by deed in lieu of foreclosure or consent judgment, transfer by judicial deed issued pursuant to a foreclosure sale to the successful bidder or the assignee of a certificate of sale, transfer by a collateral assignment of a beneficial interest of a land trust, or a transfer by a mortgagee or a successor in interest to the mortgagee's secured position or a beneficiary under a deed in trust who has acquired the real property by deed in lieu of foreclosure, consent judgment or judicial deed issued pursuant to a foreclosure sale.

(3) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust.

(4) Transfers from one co-owner to one or more other co-owners.

(5) Transfers pursuant to testate or intestate succession.

(6) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the sellers.

(7) Transfers from an entity that has taken title to residential real property from a seller for the purpose of assisting in the relocation of the seller, so long as the entity makes available to all prospective buyers a copy of the disclosure form furnished to the entity by the seller.

(8) Transfers to or from any governmental entity.

(9) Transfers of newly constructed residential real property that has not been occupied.

Section 20. Disclosure Report; Completion; Time of Delivery. A seller of residential real property shall complete all applicable items in the disclosure document described in Section 35 of this Act. The seller shall deliver to the prospective buyer the written disclosure statement required by this Act before the signing of a written agreement by the seller and prospective buyer that would, subject to the satisfaction of any negotiated contingencies, require the prospective buyer to accept a transfer of the residential real property.

Section 25. Liability of seller.

(a) The seller is not liable for any error, inaccuracy, or omission of any information delivered pursuant to this Act if (i) the seller had no knowledge of the error, inaccuracy, or omission, (ii) the error, inaccuracy, or omission was based on a reasonable belief that a material defect or other matter not disclosed had been corrected, or (iii) the error, inaccuracy, or omission was based on information provided by a public agency or by a licensed engineer, land surveyor, structural pest control operator, or by a contractor about matters within the scope of the contractor's occupation and the seller had no knowledge of the error, inaccuracy, or omission.

(b) The seller shall disclose material defects of which the seller has actual knowledge.

(c) The seller is not obligated by this Act to make any specific investigation or inquiry in an effort to complete the disclosure statement.

Section 30. Disclosure supplement. If, prior to closing, any seller has actual knowledge of an error, inaccuracy, or omission in any prior disclosure document after delivery of that disclosure document to a prospective buyer, that seller shall supplement the prior disclosure document with a written supplemental disclosure.

Section 35. Disclosure report form. . . . [omitted]

Section 40. Material defect. If a material defect is disclosed in the Residential Real Property Disclosure Report, after acceptance by the prospective buyer of an offer or counter-offer made by a seller or after the execution of an offer made by a prospective buyer that is accepted by the seller for the conveyance of the residential real property, then the Prospective Buyer may, within three business days after receipt of that Report by the prospective buyer, terminate the contract or other agreement without any liability or recourse except for the return to prospective buyer of all earnest money deposits or down payments paid by prospective buyer in the transaction. If a material defect is disclosed in a supplement to this disclosure document, the prospective buyer shall not have a right to terminate unless the material defect results from an error, inaccuracy, or omission of which the seller had actual knowledge at the time the prior disclosure document was completed and signed by the seller. The right to terminate the contract, however, shall no longer exist after the conveyance of the residential real property. For purposes of this Act the termination shall be deemed to be made when written notice of termination is personally delivered to at least one of the sellers identified in the contract or other agreement or when deposited, certified or registered mail, with the United States Postal Service, addressed to one of the sellers at the address indicated in the contract or agreement, or, if there is not an address contained therein, then at the address indicated for the residential real property on the Report.

Section 45. Effect of Act on Other Statutes or Common Law. This Act is not intended to limit or modify any obligation to disclose created by any other statute or that may exist in common law in order to avoid fraud, misrepresentation, or deceit in the transaction.

Section 50. Disclosure Report; Method of Delivery. Delivery of the Residential Real Property Disclosure Report provided by this Act shall be by:

(1) personal or facsimile delivery to the prospective buyer;

(2) depositing the report with the United States Postal Service, postage prepaid, first class mail, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement; or

(3) depositing the report with an alternative delivery service such as Federal Express, UPS, or Airborne, delivery charges prepaid, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement.

For purposes of this Act, delivery to one prospective buyer is deemed delivery to all prospective buyers. Delivery to an authorized individual acting on behalf of a prospective buyer constitutes delivery to all prospective buyers. Delivery of the Report is effective upon receipt by the prospective buyer. Receipt may be acknowledged on the Report, in an agreement for the conveyance of the residential real property, or shown in any other verifiable manner.

Section 55. Violations and damages. If the seller fails or refuses to provide the disclosure document prior to the conveyance of the residential real property, the buyer shall have the right to terminate the contract. A person who knowingly violates or fails to perform any duty prescribed by any provision of this Act or who discloses any information on the Residential Real Property Disclosure Report that he knows to be false shall be liable in the amount of actual damages and court costs, and the court may award reasonable attorney fees incurred by the prevailing party.

Section 60. Limitation of Action. No action for violation of this Act may be commenced later than one year from the earlier of the date of possession, date of occupancy or date of recording of an instrument of conveyance of the residential real property.

Section 65. Disclosure Report Form; Contents; Copy of Act. A copy of this Act, excluding Section 35, must be printed on or as a part of the Residential Real Property Disclosure Report form.

Date provided to Buyer: _____

Seller: _____

Malcolm M. Whipple Jr.



ILLINOIS REALTORS®
DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property Address: 723 N 3150th Road, Utica, IL 61373

Seller's Disclosure (initial)

MW

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

DS
MW

☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and Reports available to the seller (check one below):

☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

_____ (c) Purchaser has received copies of all information listed above.

_____ (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.

_____ (e) Purchaser has (check one below):

☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

MD (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge, that the information they have provided is true and accurate.

Seller Michele M. Whipple Date 9-30-21

Purchaser _____ Date _____

Seller _____ Date _____

Purchaser _____ Date _____

Agent Mark T. Whipple Date 10-6-21

Agent _____ Date _____



ILLINOIS REALTORS®
DISCLOSURE OF INFORMATION ON RADON HAZARDS
(For Residential Real Property Sales or Purchases)



Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Seller's Disclosure (initial each of the following which applies)

- _____ (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain).
- _____ (b) Seller has provided the purchaser with the most current records and reports pertaining to elevated radon concentrations within the dwelling.
- MW (c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
- MW (d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (initial each of the following which applies)

- _____ (e) Purchaser has received copies of all information listed above.
- _____ (f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgement (initial IF APPLICABLE)

- MTM (g) Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

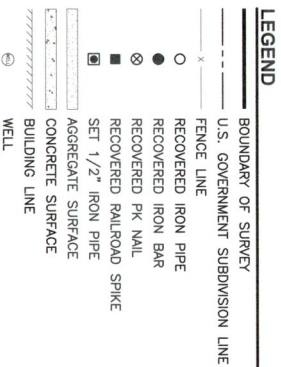
The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Seller <u>Malcolm M. Whipple Jr.</u>	Date <u>9-30-21</u>
Seller _____	Date _____
Purchaser _____	Date _____
Purchaser _____	Date _____
Agent <u>Mark T. Whipple</u>	Date <u>11/6/21</u>
Agent _____	Date _____

Property Address: 723 N 3150th Road

City, State, Zip Code: Utica, IL 61373

Chamlin & Associates



We, Chamlin & Associates, Inc., do hereby certify that the within plat is a true and correct representation of a survey made under our direction.

Dated this 10th day of November, A.D., 2021

expires 11-30-2022
mikes@chamlin.com

PREPARED FOR: MCM						PROFESSIONAL DESIGN FIRM					
DATE OF FIELD WORK COMPLETION: 11/09/2021						LICENSE NO.: 184-001173					
CADDIAN & ASSOCIATES 218 W. LAKEVIEW ST. OTTAWA, ILLINOIS 61350						815-434-7225					
DRAWN BY: KED											
			REVISIONS			DESCRIPTION					
LEVEL	BY	DATE									
CHECKED BY: MMS											
DATE: 11/20/2021											
PLAT OF SURVEY						CURRENT AS OF: 11/10/2021					
						SCALE: AS NOTED			SHEET	1	
						FILE NO.: NB207.007-			OF	1	

Transaction Identification Data for reference only:

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT (TITLE ONLY):
Chicago Title Company 605 E. Etna Rd. Ottawa, IL 61350 Main Phone: (815)433-4080 Email: lasalle_il@ctt.com	

Order Number: 5615-2101233**Property Ref.:** 723 N. 3150th Rd., Utica, IL 61373**SCHEDULE A**

1. Commitment Date: November 8, 2021
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2006
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount: \$10,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
Malcolm M. Whipple, Jr., William Whipple, Mark Whipple, Gregory B. Whipple and Beth Ann Whipple Hahne
5. The Land is described as follows:

For APN/Parcel ID(s): 12-29-100-000

The Northwest Quarter of Section 29, Township 34 North, Range 2 East of the Third Principal Meridian;

SITUATED IN LASALLE COUNTY, ILLINOIS.

END OF SCHEDULE A

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. 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 the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance (08/01/2016)



Name and Address of Title Insurance Company: Chicago Title Company
605 E. Etna Rd.
Ottawa, IL 61350

SCHEDULE B, PART I REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company 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. The Company 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 to the Company.
4. Documents satisfactory to the Company 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. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
8. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**

END OF SCHEDULE B, PART I

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Name and Address of Title Insurance Company: Chicago Title Company
605 E. Etna Rd.
Ottawa, IL 61350

SCHEDULE B, 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 the Company:

General Exceptions

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by 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.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
6. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.**
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
8. Taxes for the years 2021.

Taxes for the years 2021 are not yet due or payable.

Permanent Tax No.: 12-29-100-000

Note: Taxes for the year 2020 amounting to \$9,212.86 are paid of record.

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Name and Address of Title Insurance Company: Chicago Title Company
605 E. Etna Rd.
Ottawa, IL 61350

SCHEDULE B, PART II
EXCEPTIONS
(continued)

9. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
10. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes.
11. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.
12. Right of way option for a pipeline in favor Continental Construction Corporation recorded March 2, 1931 in Book 686 page 598 as document number 252251.
13. Easement in favor of Illinois Power Company recorded November 9, 1966 as document number 528399.
14. Rights of adjoining and contiguous owners to have maintained the uninterrupted flow of the waters of any stream which may flow on or through the Land.
15. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
16. Terms, provisions and obligations relating to an unrecorded settlement agreement and unrecorded mining agreement as filed in case number 2014MR62.
17. The Company should be provided a copy of the death certificate (certified or uncertified) of the decedent named below:

Name of Decedent: Malcolm M. Whipple, deceased

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
18. The Land described in Schedule A either is unsubdivided property or constitutes part of a subdivided lot. As a result, a Plat Act Affidavit should accompany any conveyance to be recorded. In the alternative, compliance should be had with the provisions of the Plat Act (765 ILCS 205/1 et seq.)

END OF SCHEDULE B, PART II

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CONTRACT FOR SALE

THIS AGREEMENT, made and entered into this _____ day of December, 2021, by and between MALCOLM M. WHIPPLE, JR., of Utica, Illinois, WILLIAM WHIPPLE, of Lake Forest, Illinois, MARK WHIPPLE, of Aurora, Illinois, GREGORY B. WHIPPLE, of Chicago, Illinois, and BETH ANN WHIPPLE HAHNE, of Spring Valley, Illinois, (hereinafter referred to as "Seller") and _____, (hereinafter referred to as "Buyer").

WITNESSETH:

That Buyer agrees to purchase and Seller agrees to sell, at the price of \$ _____ per acre multiplied by 162.81 gross surveyed acres, for a total price of \$ _____, the residence/farm buildings/farmland/real estate, located at 723 N. 3150th Rd., Utica, LaSalle County, Illinois, and more particularly described as follows:

The Northwest Quarter of Section 29, Township 34 North, Range 2 East of the Third Principal Meridian;

SITUATED IN LASALLE COUNTY, ILLINOIS.

SUBJECT TO:

1. Rights of the public, the State of Illinois and the Municipality in and to that part of the land, if any taken, used or dedicated for road purposes.
2. Rights of way for drainage ditches, tiles, feeders, laterals and underground pipes, if any.
3. Rights of adjoining and contiguous owners to have maintained the uninterrupted flow of the waters of any stream which may flow on or through the Land.
4. All zoning ordinances, subdivision restrictions and easements of record.
5. Terms, provisions and obligations relating to an unrecorded settlement agreement and unrecorded mining agreement as filed in case number 2014MR62.
6. Rights or claims of adverse possession.
7. Easements, or claims of easements, not shown by the public records.
8. The general taxes for the year 2021 and all subsequent years.
9. The rights of the farm tenant as to the 2021 crop year expiring February 28, 2022.
10. The rights of the pasture tenant as expiring March 31, 2022.

Warranty Deed to be executed to Buyer, or as directed by Buyer, as herein provided.

CONSIDERATION AND PAYMENT THEREOF: Buyer hereby covenants and agrees to pay to Seller for the real estate, the sum of \$ _____, payable as follows:

- (a) The sum of \$ _____, which is 10% of the purchase price, upon the execution of this Contract, the receipt of which is to be held in escrow by The Cantlin Law Firm, and acknowledged as earnest money against the purchase price.
- (b) The balance, plus or minus any and all costs and/or credits, to be paid on the day of closing.

EVIDENCE OF TITLE: Prior to the day of closing, Seller shall, at Seller's expense, provide title to the hereinbefore described premises shall be evidenced by a Letter of Commitment on Title as issued by a reputable title insurance company in the amount of the consideration herein, showing title to said premises in Seller, as of the date of issuance. Such Preliminary Report on Title shall be subject to the usual and customary exceptions.

TAXES: Seller shall give Buyer a credit at the time of closing for the 2021 real estate taxes based upon the last available tax bill. Buyer shall be responsible for the actual payment of the 2021 real estate taxes and all subsequent years.

POSSESSION AND CLOSING: Buyer shall be entitled to possession of the said premises on the day of Closing, subject to the rights of the existing tenants in possession. The existing lease for the cropland, machine shed and bin site expires on February 28, 2022. The lease for the pasture and southernmost barn expires on March 31, 2022. The Closing date shall be on or before December 30, 2021.

ACKNOWLEDGEMENT OF MINING AGREEMENT: The Buyer is required, at the time of closing, to sign the Acknowledgement of the Mining Agreement, as shown on Exhibit B.

CROP & GOVERNMENTAL PAYMENTS: The Seller shall retain all of the landlord's share of the 2021 crop/income for the cropland, building site, pasture and governmental payments, if any, on the real estate described above. The parties agree that Buyer shall be allowed to receive all of the landlord's share of the 2022 crop/income/governmental payments, if any, on the real estate described above.

REVENUE STAMPS: The Seller shall be responsible for payment of the State and County revenue stamps in this transaction.

SURVEY: The Seller shall provide to Buyer, at the time of closing, a copy of the survey prepared by Chamlin & Associates dated November 10, 2021.

COMMISSION: The Seller shall be responsible for payment of the realtor's commission due to Martin, Goodrich & Waddell, Inc..

TAX-FREE EXCHANGE: Seller acknowledges that Buyer may be acquiring the real estate herein by way of a tax-free exchange. Seller agrees to cooperate with Buyer in effectuating a tax-free exchange, provided that all costs incurred by Seller in doing so shall be paid by Buyer. Buyer acknowledges that Seller may be selling the real estate herein by way of a tax-free exchange. Buyer agrees to cooperate with Seller in effectuating a tax-free exchange, provided that all costs incurred by Buyer in doing so shall be paid by Seller.

NOTICE: Notices may be served by either party by Regular Mail, and all notices may be served upon the Seller c/o Malcolm M. Whipple, Jr., 2880 E. 777th Rd., Utica, IL 61373, William Whipple, 909 Elm Tree Rd., Lake Forest, IL 60045, Mark Whipple, 302 S. Western Ave., Aurora, IL 60506, Gregory B. Whipple, 1057 N. Hoyne, Chicago, IL 60622 & Beth Ann Whipple Hahne, 1026 W. 3rd St., Spring Valley, IL 61362, with a copy to Attorney John L. Cantlin, 760 Etna Road, Ottawa, Illinois 61350, and upon the Buyer c/o

All notices required hereunder shall be in writing and deemed given when either received by facsimile transmission, when personally delivered or when deposited, postage prepaid, certified or registered mail, return receipt requested to the addresses above.

COUNTERPARTS: This Contract For Sale may be issued in any number of counterparts and any party hereto may execute any such counterpart by facsimile or digital signatures, each of which shall be sufficient for purposes of executing this Contract and each of which, when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Contract shall be effective upon its execution by all parties hereto.

DEFAULT: Time is of the essence of this Contract. If this Contract is breached or unable to be performed by Seller, then at the Buyer's option, after notice of such breach to the Seller, Buyer may (i) proceed to closing, notwithstanding Seller's failure to perform all of the Seller's obligations, without waiving any other remedies for Seller's nonperformance, or (ii) declare the Contract null and void. If this Contract is breached or is unable to be performed by default of the Buyer, then at the Seller's option after notice to the Buyer, the earnest money shall be forfeited to Seller. The foregoing remedies are not intended to be exclusive and the parties shall have the additional right to all other lawful remedies, including specific performance. Damages are not limited to the amount of the earnest money. In the event of the breach of this Contract, the breaching party shall pay the reasonable attorney fees and court costs incurred by the other party as a result of the breach of this Contract.

WAIVER OF DEFAULT: In the event of default under this Contract by any party hereto, and if such default is waived by the other parties, such waiver shall not constitute a waiver of any subsequent default by any party, and shall not serve to vary the terms of this Contract.

CONDITION OF PROPERTY: Buyer stipulates that they have had opportunity to inspect the premises and accepts it in an "as is condition". Seller certifies that they have received no notice of any ordinance violation from any Federal, State or Municipal Government entity.

BINDING EFFECT: It is mutually agreed by and between the parties hereto that the time of payment shall be of the essence of this contract, that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

This Contract having been executed in duplicate, and each copy shall for all intents and purposes, be regarded as an original.

IN WITNESS WHEREOF, the Parties to these presents have heretofore set their hands and seals the day and year first written above.

SELLER:

BUYER:

Malcolm M. Whipple, Jr.

William Whipple

Mark Whipple

Gregory B. Whipple

Beth Ann Whipple Hahne

EXHIBIT B

ACKNOWLEDGEMENT

I, _____, a resident of _____, Illinois, am prepared to accept a transfer or conveyance of title to the property located at _____, Illinois (the "property"), which is owned by _____ ("Owner"). The Owner has informed me that he/she entered into an Approved Mining Agreement dated June 3, 2019, with Aramoni LLC, an Illinois limited liability company ("Aramoni") and with Ancell Sands LLC, an Illinois limited liability company ("Ancell" and with Aramoni, the "mine operator").

I have received a copy of the Approved Mining Agreement. I understand that the Approved Mining Agreement gives the mine operator the right to conduct mining operations on the property described in that agreement as the Aramoni Property, subject to the qualification that the mine operator must comply with applicable federal, state and local law regarding mining and with the terms of the Approved Mining Agreement.

I understand that if I become the owner of the property, the terms and conditions of the Approved Mining Agreement will be binding on me.

I understand that the effects of the operation of the mine may be observable from the property which I will acquire.

Name: _____

Name: _____

Dated: _____

Subscribed and sworn to before me this
_____ day of _____, _____.

Notary Public