The Bauer Farm

81± Acre Land Auction | Ogle County, Illinois

- *Excellent investment opportunity*
- *High percentage of tillable acres*
- *Productive soil types, 128 PI*
- *Located 2 miles from Rochelle Township High School*

Online Auction at *mgw.us.com/bauer*

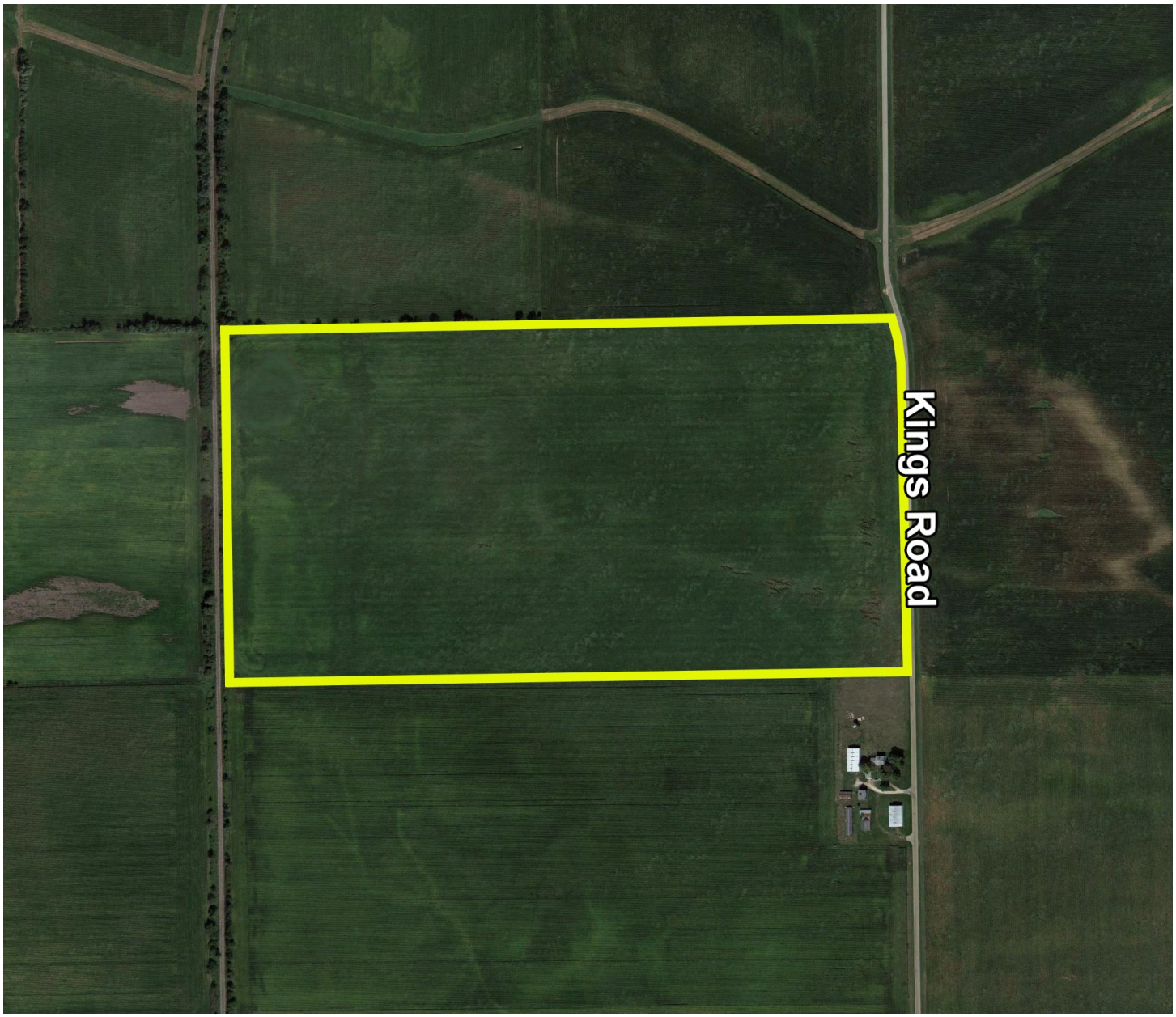
Bidding Ends: Thursday, July 14, 2022
beginning at 1 p.m. CT

MGW Martin, Goodrich & Waddell, Inc.
Real Estate Services

2020 Aberdeen Court, Sycamore, IL 60178
Phone: (815) 756-3606
Email: info@mgw.us.com

The Bauer Farm

Aerial Map



The Bauer Farm

Auction Details

DATE & TIME OF AUCTION	Bidding Ends: Thursday, July 14, 2022 beginning at 1 p.m. CT
AUCTION LOCATION	ONLINE AUCTION: The auction platform is open for bidding. Please visit mgw.us.com/bauer to bid. The auction closes July 14, 2022, beginning at 1 p.m. CT.
INSPECTION	Please call to schedule an inspection.

The Bauer Farm

Property Details

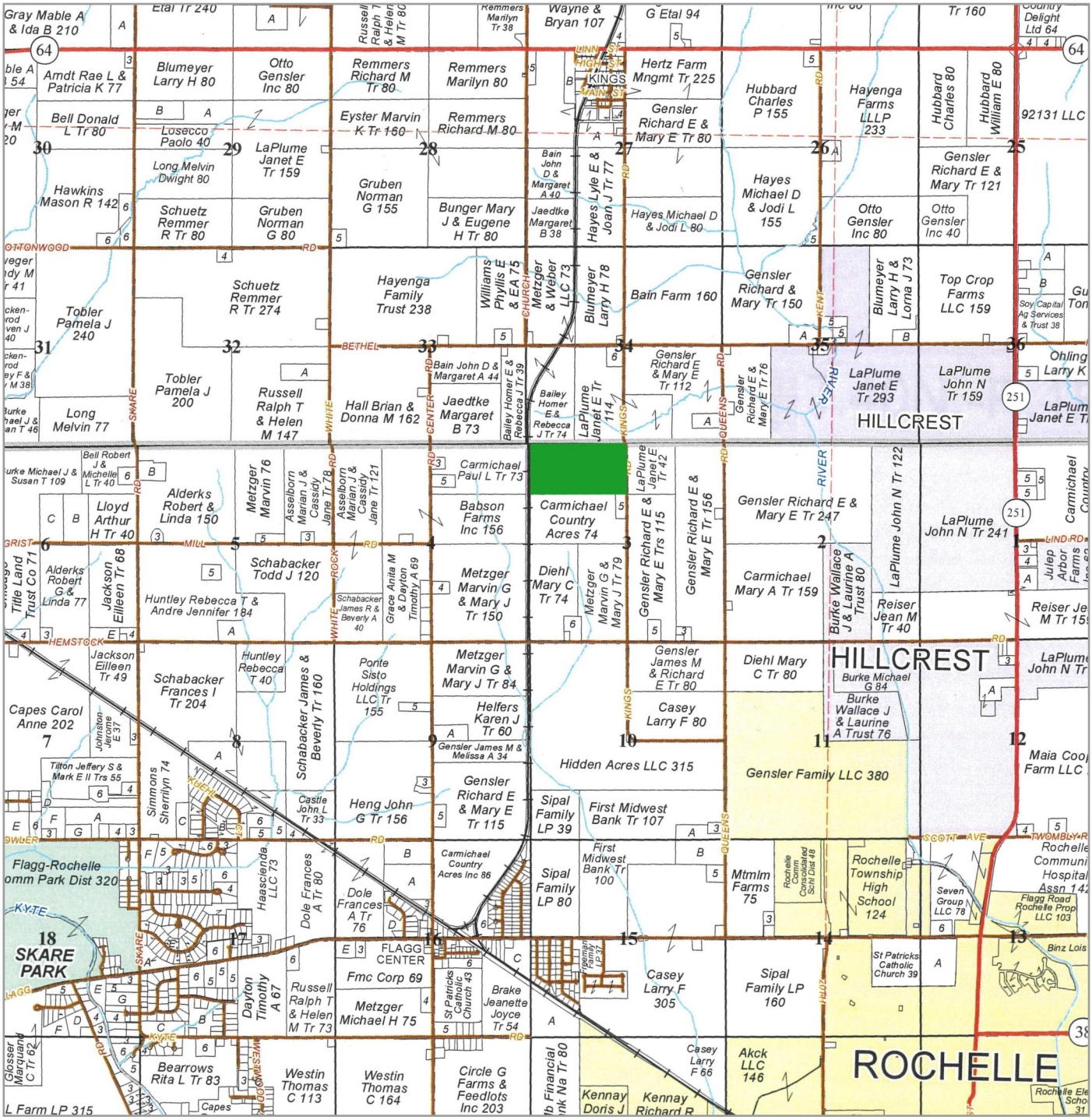
LOCATION	The subject farm is located approximately 62 miles west of Chicago O'Hare International Airport. Nearby cities include: Rochelle (7/8 mile southeast), Rockford (13 1/8 miles north), and DeKalb (16 miles east).
FRONTAGE	There is approximately 1/4 mile of road frontage on Kings Road.
MAJOR HIGHWAYS	Illinois Route 251 is 2 miles east, Illinois Route 64 is 2 miles north, Illinois Route 38 is 3 3/8 miles southeast, Interstate 39 is 4 1/4 miles east, and Interstate 88 is 5 3/8 miles south of the property.
LEGAL DESCRIPTION	A brief legal description indicates The Bauer Farm is located in Part of the Northwest Quarter of Section 3, Township 40 North – Range 1 East (Flagg Township), Ogle County, Illinois.
TOTAL ACRES	There are a total of 80.83 acres, more or less, according to the Ogle County Assessor.
TILLABLE ACRES	There are approximately 80.80 tillable acres according to the Ogle County FSA.
SOIL TYPES	Jasper loam is the primary soil type found on this farm.
TOPOGRAPHY	The topography of the subject farm is level to nearly level.
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 Bauer Farm.
TAXES	The 2021 real estate taxes totaled $3,306.24. The tax parcel number is #24-03-100-001.
ZONING	The property is zoned AG-1, Agricultural.
COMMENTS	The information in this brochure is considered accurate, but not guaranteed. For inquiries, inspection appointments, and offers, please contact Josh Waddell or Mark T. Mommsen at Martin, Goodrich & Waddell, Inc. at 815-756-3606.

The Bauer Farm

Property Photos

The Bauer Farm

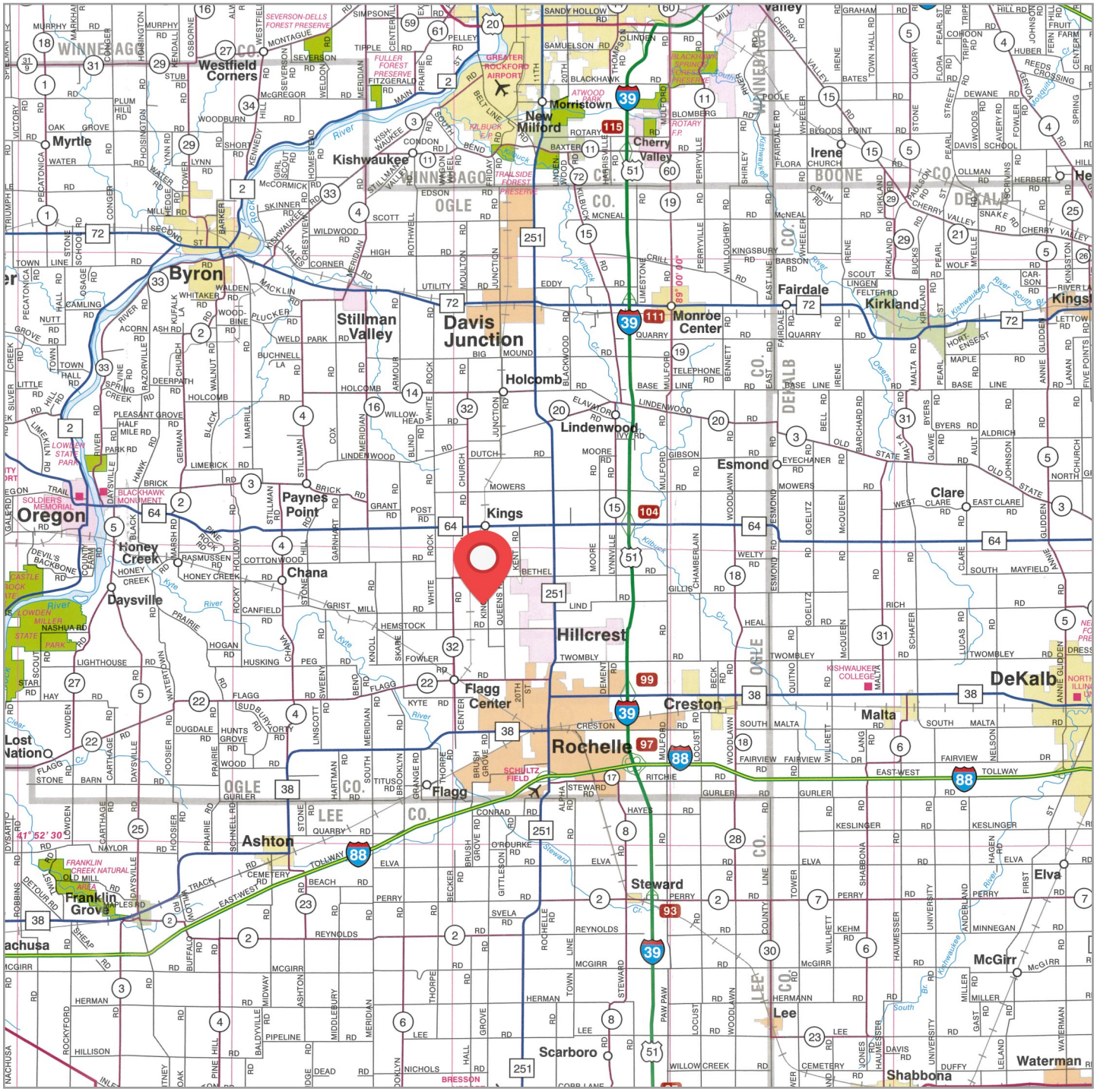
Plat Map



The Bauer Farm is located in Part of the Northwest Quarter of Section 3, Township 40 North – Range 1 East (Flagg Township), Ogle County, Illinois.

The Bauer Farm

Highway Map



The Bauer Farm is located approximately 62 miles west of Chicago O'Hare International Airport. Nearby cities include: Rochelle (7/8 mile southeast), Rockford (13 1/8 miles north), and DeKalb (16 miles east).

The Bauer Farm

Topography & Wetlands Map

MGW

Maps Provided By surety CUSTOMIZED ONLINE MAPPING

© AgriData, Inc. 2021

www.AgriDataInc.com

Source:	USGS 3 meter dem
Interval(ft):	3.0
Min:	844.3
Max:	859.3
Range:	15.0
Average:	853.3
Standard Deviation:	2.76 ft

0ft 461ft 922ft

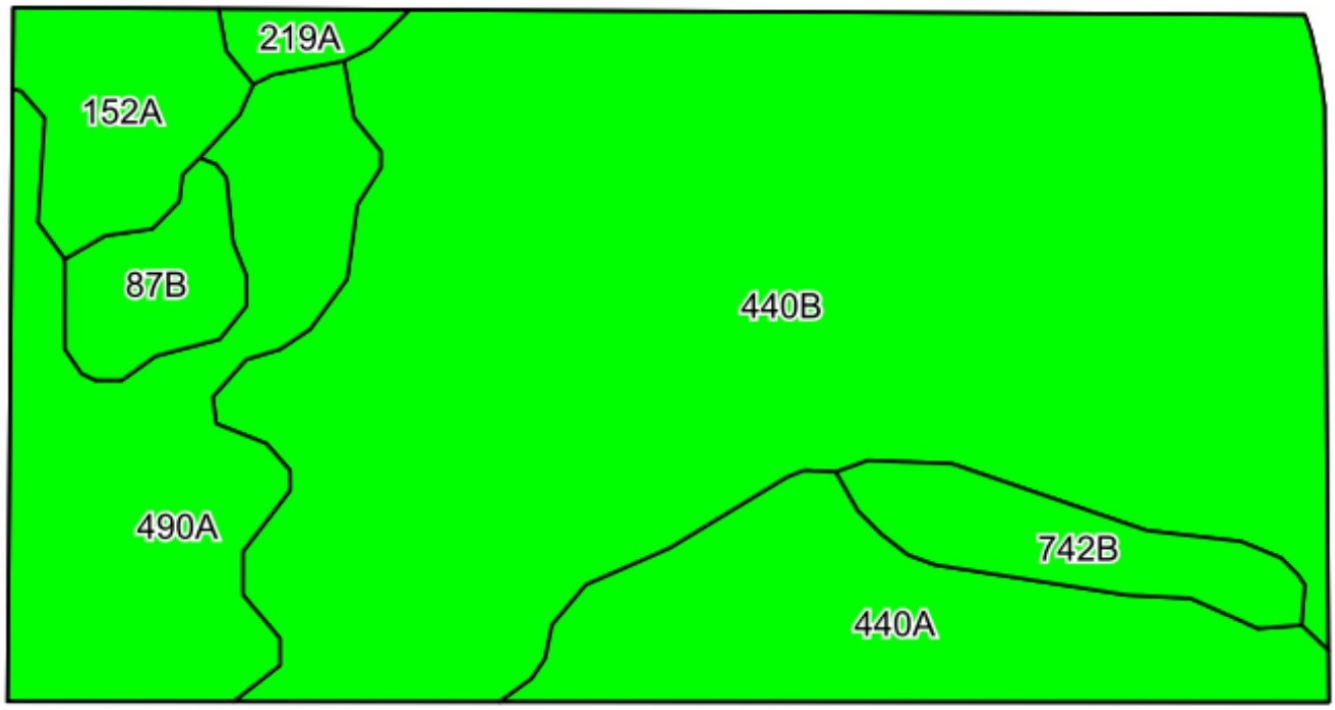
6/15/2022

3-40N-1E
Ogle County
Illinois

Map Center: 41.974527, -89.109041

The Bauer Farm

Soils Information



SOILS DESCRIPTIONS & PRODUCTIVITY DATA

Soil #	Soil Name	Approx. Acres	Corn Yield Index (CYI)*	Productivity Index (PI)*
440B	Jasper loam	49.63	173	129
490A	Odell silt loam	11.40	176	129
440A	Jasper loam	9.78	175	130
152A	Drummer silty clay loam	3.74	195	144
742B	Dickinson sandy loam	3.17	146	107
87B	Dickinson sandy loam	2.23	141	103
219A	Millbrook silt loam	0.85	177	129
	Weighted Average:		**172.8**	**128.2**

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

The Bauer Farm

Auction Terms and Conditions

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, July 14, 2022. 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 August 12, 2022. 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.
REAL ESTATE TAXES	The 2021 real estate taxes due and payable in 2022 shall be paid by the seller. The 2022 real estate taxes shall be prorated between buyer and seller through the date of closing. All subsequent year taxes shall be the responsibility of the buyer.
CROPS & EXPENSES	The lease income for the 2022 crop year shall be prorated on a calendar year basis through the date of closing.
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 six (6) months prior to closing. Final purchase price will be based upon gross surveyed acres.

The Bauer Farm

Auction Terms and Conditions

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.
DISCLOSURE	Some photos in this brochure may be stock photography and are for illustrative purposes only.

The Bauer Farm

Appendix

The following pages contain these documents:

1. FSA Documents
2. Zoning Map
3. Pipeline Map
4. Title
5. Survey
6. Sales Contract

For more information, visit *mgw.us.com/bauer*
or contact:

Josh Waddell (815) 751-0439 Josh.Waddell@mgw.us.com

Mark T. Mommsen (815) 901-4269 *Mark.Mommsen@mgw.us.com*

USDA United States Department of Agriculture

Ogle County, Illinois

Tract Boundary

Common Land Unit
- Non-Cropland
- Cropland
- piss_a_II_WMAS
- CRP

Wetland Determination Identifiers
- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

0 170 340 680 Feet

2022 Program Year
Map Created December 08, 2021

Farm 10355
Tract 2490

Tract Cropland Total: 80.80 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

ILLINOIS
OGLE

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.

United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 10355
Prepared : 6/1/22 10:26 AM
Crop Year : 2022

Operator Name	:	
Farms Associated with Operator	:	
CRP Contract Number(s)	:	None
Recon ID	:	17-141-2020-60
Transferred From	:	None
ARCPLC G/I/F Eligibility	:	Eligible

NOTES

Tract Number : 2490

Description	:	88H19 FLA-3
FSA Physical Location	:	ILLINOIS/OGLE
ANSI Physical Location	:	ILLINOIS/OGLE
BIA Unit Range Number	:	
HEL Status	:	NHEL: No agricultural commodity planted on undetermined fields
Wetland Status	:	Tract contains a wetland or farmed wetland
WL Violations	:	None
Owners	:	
Other Producers	:	
Recon ID	:	None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
80.80	80.80	80.80	0.00	0.00	0.00	0.00	0.00
State Conservation	**Other Conservation**	**Effective DCP Cropland**	**Double Cropped**	**MPL**	**EWP**	**DCP Ag. Rel Activity**	**Broken From Native Sod**
0.00	0.00	80.80	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Tract 2490 Continued ...

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	60.45	0.00	170
Soybeans	20.15	0.00	64
TOTAL	**80.60**	**0.00**	

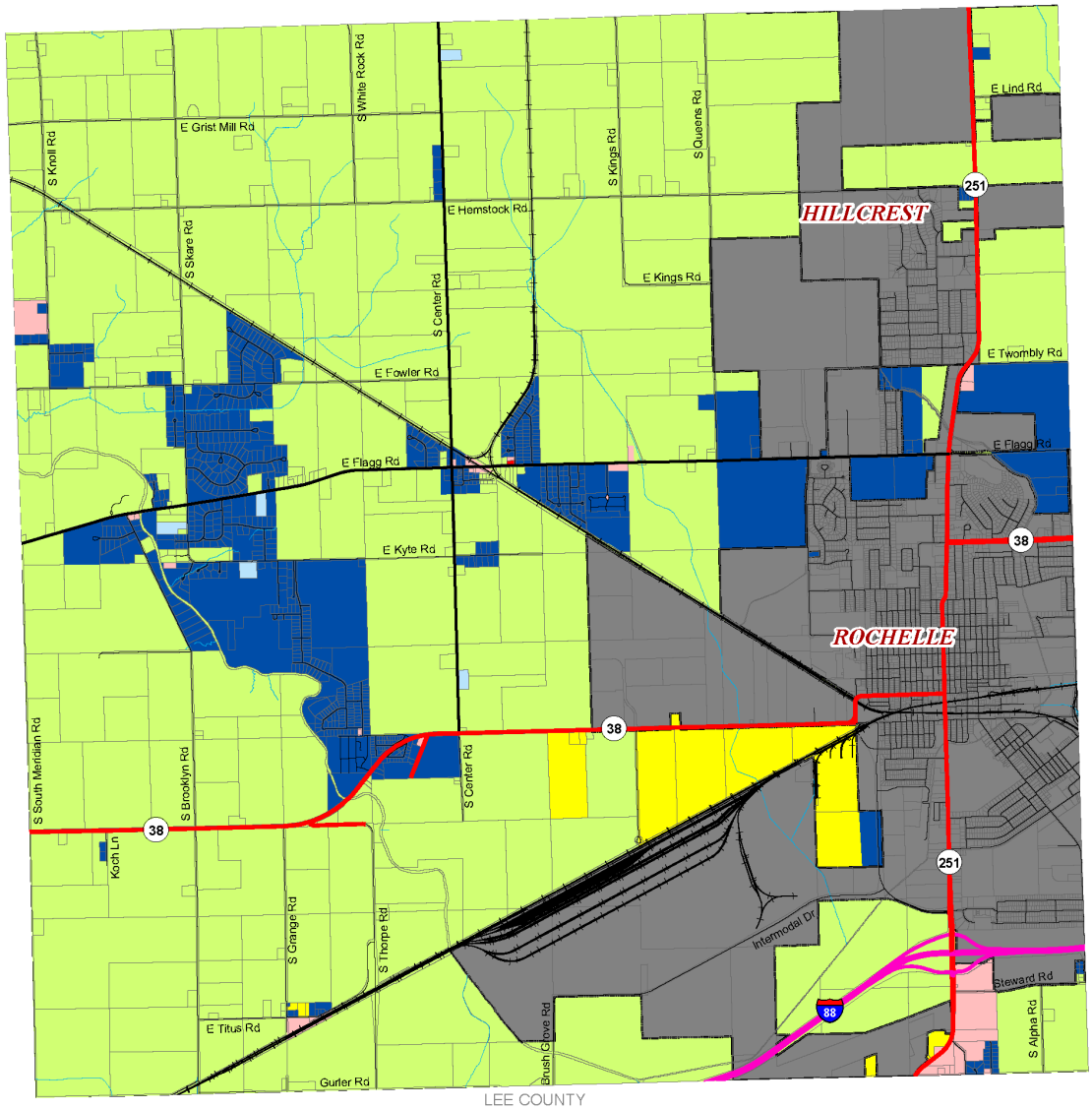
NOTES

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

Ogle County Zoning District Map
Flagg Township



Map Created by
Ogle County GIS Department
February 2015

LEGEND

- Interstate Highways
- State/Federal Highways
- County Highways
- Other Roads
- Railroads
- Streams
- Tax Parcels

Zoning Districts

- AG-1 Agricultural
- IA Intermediate Agricultural
- R-1 Rural Residence
- R-2 Single Family Residence
- B-1 Business
- B-2 Business Recreation
- B-3 Restricted Interstate Highway Area
- I-1 Industrial
- Incorporated City/Village
- Annexation Agreement

N
W E
S

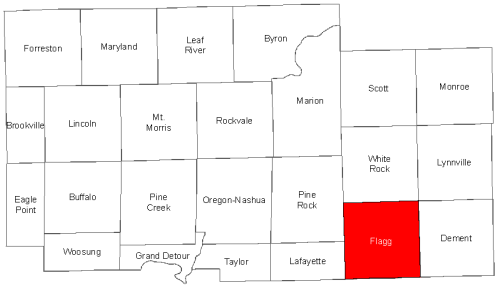
Zoning Districts are current through February 2015. Roads are current through February 2015. Parcels current through February 2015.

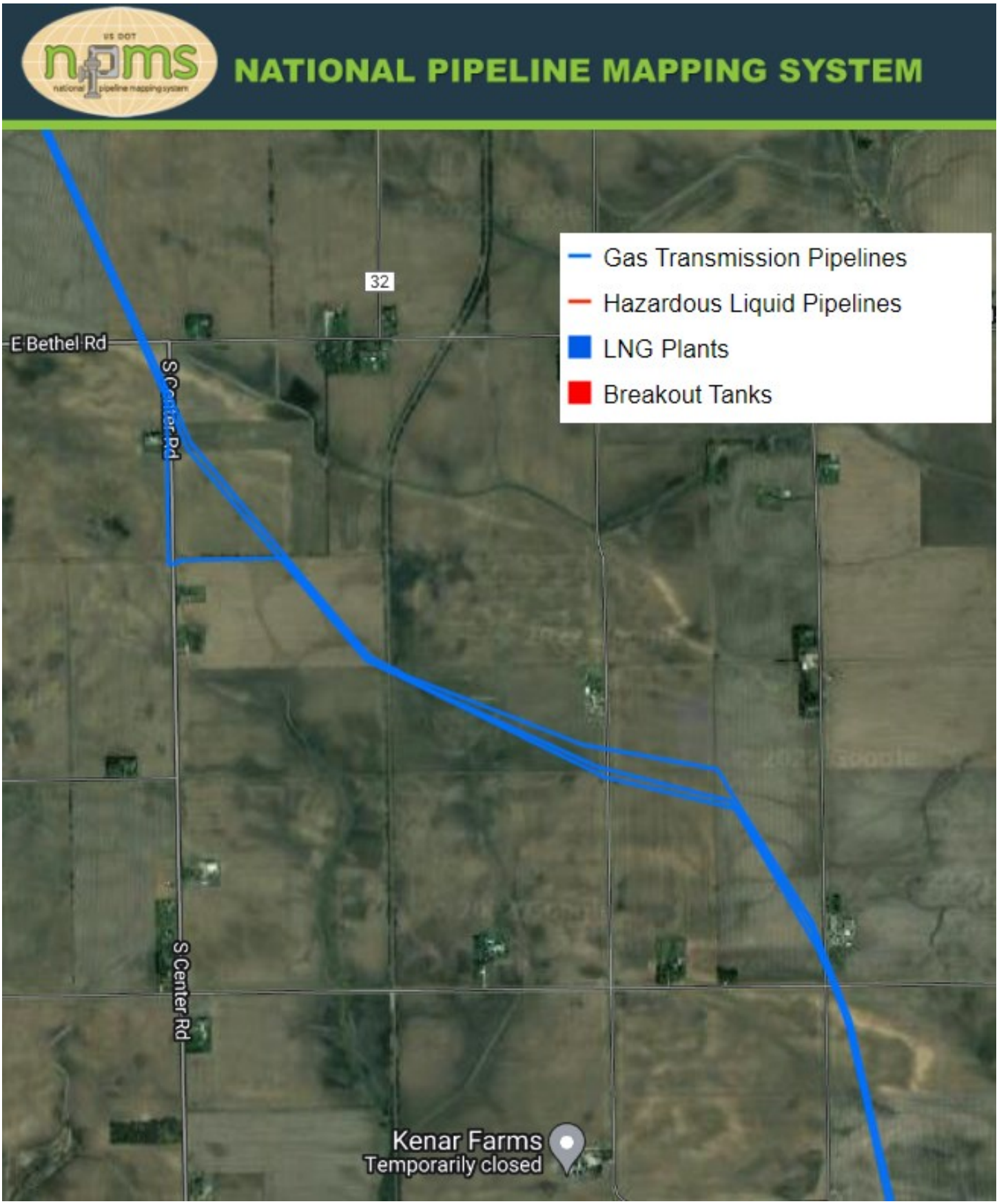
0 0.5 1 Miles

Note: This map shall not be relied upon as the sole basis for making a determination as to a particular parcel's zoning designation. For a formal determination, the Ogle County Planning & Zoning Department must be contacted directly.

Ogle County Planning & Zoning Department
911 W. Pines Rd.
Oregon, IL 61061
(815) 732-1190

Ogle County Townships




NATIONAL PIPELINE MAPPING SYSTEM
Gas Transmission Pipelines
Hazardous Liquid Pipelines
LNG Plants
Breakout Tanks
32
E Bethel Rd
S Center Rd
S Center Rd
Kenar Farms
Temporarily closed

ATTORNEYS' TITLE GUARANTY FUND, INC.

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Commitment Number: 220458300939
Issuing Agent: Hewitt & Wagner
Issuing Office's ALTA® Registry ID: 1170014
Property Address: XXX Kings Road (80.83 Acres, more or less)
Rochelle, IL 61068

COMMITMENT FORM - SCHEDULE A

1. Commitment Date: May 25, 2022
2. Policy to be issued:
   a. ☐ 2021 ALTA Owner's Policy
      Proposed Insured: TO COME
      Proposed Amount of Insurance:
   b. ☐ 2021 ALTA Loan Policy
      Proposed Insured:
      Proposed Amount of Insurance: TO COME
3. The estate or interest in the Land at the Commitment Date is:
   Fee Simple
4. The Title is, at the Commitment Date, vested in:
   Karen A. Bauer, as to undivided one-half (1/2) interest,
   Andrew J. Bauer, as to undivided one-quarter (1/4) interest
   and Bryan Bauer,as to undivided one-quarter (1/4) interest
5. The Land is described as follows:
   Lot Two of the Northwest Quarter (1/4), also known as the North Half (1/2) of said Northwest Quarter (1/4), of Section 3, Township 40 North, Range 1 East of the Third Principal Meridian, situated in the County of Ogle and State of Illinois.

PRELIMINARY

This page is only a part of a 2021 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 the Company or its issuing agent that may be in electronic form.

Issued By:
Hewitt & Wagner
1124 Lincoln Highway
Rochelle, IL 61068
815-562-2704

4583
Agent No.

Signature of Agent or Authorized Signatory

ATTORNEYS' TITLE GUARANTY FUND, INC.

COMMITMENT FORM - SCHEDULE B

Commitment No.: 220458300939

Commitment Date: May 25, 2022
State Issued: IL
File Name:

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.
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. 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/NSPS 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.

PRELIMINARY

PART II
Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be

This page is only a part of a 2021 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 the Company or its issuing agent that may be in electronic form.

Issued By:
Hewitt & Wagner
1124 Lincoln Highway
Rochelle, IL 61068
815-562-2704

4583
Agent No.

Signature of Agent or Authorized Signatory

excepted from coverage.

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

Standard Exceptions

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment that would be disclosed by an inspection or an accurate and complete land title 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, material, or equipment 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 ALTA Statement form or an equivalent form:
   a. Any lien, or right to a lien, for services, labor, material, or equipment 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. Taxes for the year 2021 and thereafter:
   First inst. of 2021 taxes in the amount of $1,653.12 is PAID;
   Second inst. of 2021 taxes in the amount of $1,653.12 is UNPAID and due 9/02/2022;
   Taxes for the year 2022 are not yet due or payable.

   PIN: 24-03-100-001
4. This commitment is prepared in anticipation of sale of subject real estate at public auction on July 11, 2022, and is subject to any further exceptions, if any, as may be deemed necessary pending a supplemental search of the Land Records of Ogle County, Illinois.
5. Rights of the public, State of Illinois, and the municipality in and to that part of the premises in question taken, used, or dedicated for roads, streets, alleys, or highways.
6. Right of way for drainage tiles, ditches, feeders and laterals, if any.
7. In the event any future conveyances of the premises in question would divide the subject premises into two or more parts, any part of which is less than five acres, compliance must be made with the Plat Act.
8. Existing leases and tenancies, and rights of tenants thereunder, and those claiming by, through, or under those tenants.
9. 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.
10. 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:

PRELIMINARY

"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".

11. 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.

12. 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.

13. Any endorsement requested by an insured or proposed insured must be approved by ATG.

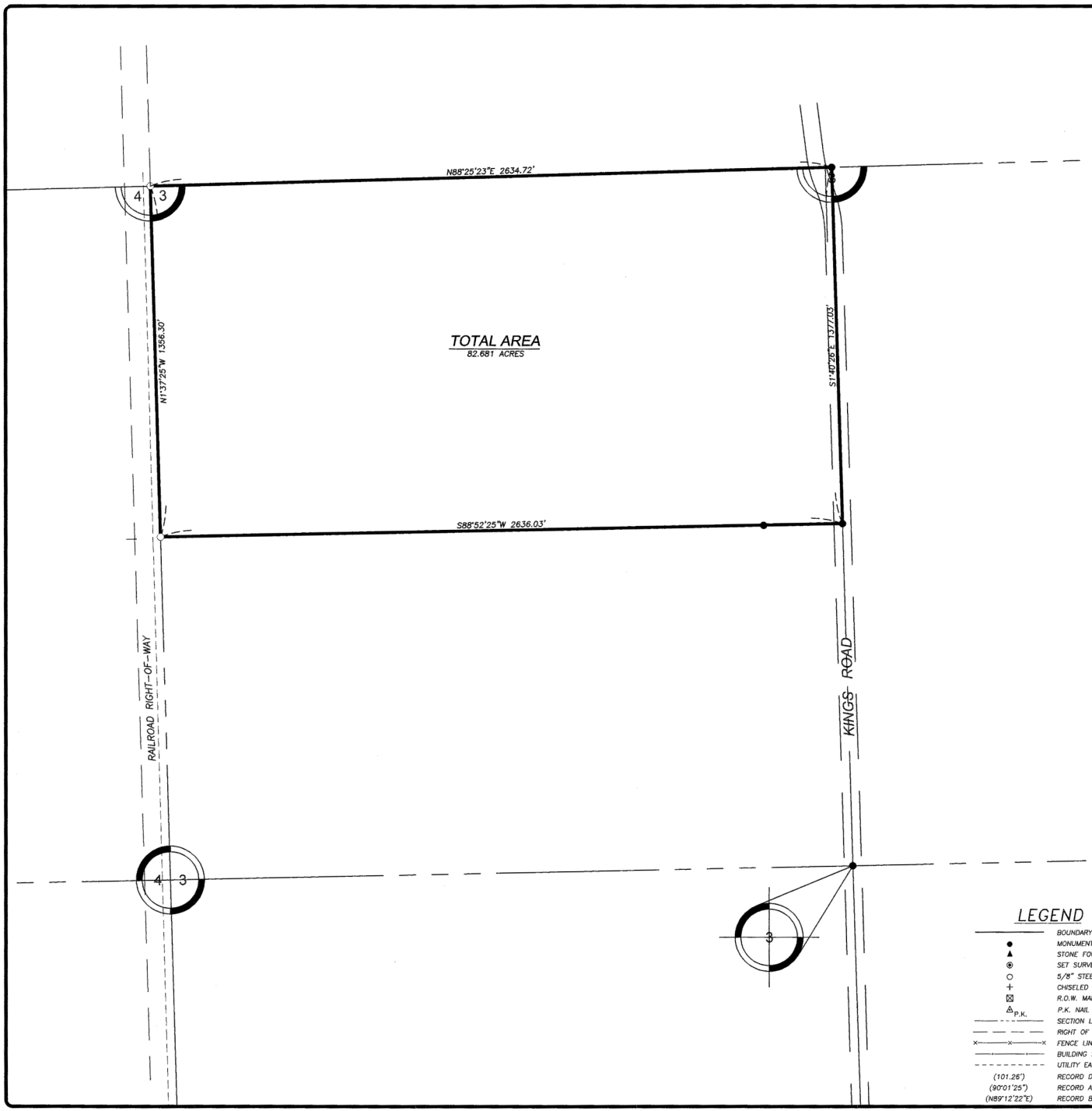
14. If work has been performed on the Land within the last six months which may subject the Land to liens under the mechanics lien laws, ATG should be furnished with satisfactory evidence that those who have performed such work have been fully paid and have waived their rights to a lien. If evidence is not provided or is unsatisfactory, this commitment/policy will be subject to the following exception:

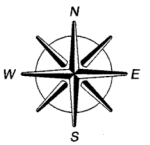
    "Any lien, or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law, and not shown by the Public Records."

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

End of Schedule B

PRELIMINARY





0 125' 250'

SCALE: 1"=250'

PLAT OF SURVEY

OF PROPERTY DESCRIBED AS: Part of the Northwest Quarter (NW1/4) of Section Three (3), Township Forty (40) North, Range One (1) East of the Third (3rd) Principal Meridian, Ogle County, Illinois, described as follows:

Being the North Half (1/2) of the Northwest Quarter (NW1/4) of Section Three (3), Township Forty (40) North, Range One (1) East of the Third (3rd) Principal Meridian Ogle County, Illinois

SURVEYORS STATEMENT

This plat and the survey it represents was made under my direct supervision in accordance with the minimum standards of practice pertaining to boundary surveys in the State of Illinois; all monuments and markers exist as shown hereon; all dimensional and geodetic details are to the best of my knowledge correct as shown hereon. Dimensions are in feet and decimals of a foot unless otherwise specified. Bearings or angles are in degrees, minutes and seconds, unless otherwise specified. Bearings or angles, distances and areas shown hereon are based upon grid coordinates using the Illinois State Plane Coordinate System (West Zone–2011 adjustment). No warranty is made or implied as to the existence or location of any public or private easements that may affect the platted property unless shown hereon, and also no warranty is made or implied as to compliance with 765ILCS–205/1b of the Illinois Compiled Statutes. This Professional Service conforms with the Current Illinois Minimum Standards of Practice for Boundary Surveys.

Dated this 20 day of JUNE, A.D., 2022. Dixon, Illinois.

Patrick T Hubert
ILLINOIS PROFESSIONAL LAND SURVEYOR
NO. 35-4026

My license expires November 30, 2022.

STATE OF ILLINOIS
PATRICK T. HUBERT
35-4026
DIXON, IL
PROFESSIONAL LAND SURVEYOR

LEGEND

———	BOUNDARY OF SURVEY
●	MONUMENT FOUND
▲	STONE FOUND
◉	SET SURVEY NAIL
○	5/8" STEEL PIN SET
+	CHISELED "X"
⊠	R.O.W. MARKER
P.K.	P.K. NAIL
— — —	SECTION LINE
— — — —	RIGHT OF WAY LINE
×—×—×	FENCE LINE
——+——+——	BUILDING SETBACK (BSL)
- - - - - -	UTILITY EASEMENT (UE)
(101.26')	RECORD DIMENSION
(90°01'25")	RECORD ANGLE
(N89°12'22"E)	RECORD BEARING

wendler
wendler engineering services, inc.
civil · structural · surveying
www.wendlergs.com ph: 815.288.2261
Illinois Professional Design Firm No. 184-000848

DATE:	06/17/2022
JOB NO.	2220174
SURVEYED BY:	BEH,MKS
BOOK NO:	FILE
DRAWN BY:	DJV
DRAWING NAME:	survey-2220174.dwg
REVISIONS:	

PLAT OF SURVEY
FOR
MGW REAL ESTATE

CONTRACT TO PURCHASE AGRICULTURAL LAND
Illinois Farm & Land Chapter
REALTORS® Land Institute

THIS FORM OF AGREEMENT WHEN FILLED IN AND EXECUTED
BY BOTH BUYER AND SELLER IS INTENDED TO BECOME A BINDING REAL ESTATE CONTRACT

This agreement is entered into between:
Seller(s) **Karen A. Bauer, Bryan Bauer & Andrew Bauer, or owner of record**
Mailing Address _____ Zip _____, and
Buyer(s) _____
Mailing Address _____ Zip _____, who
Contract(s) to purchase the following described real estate commonly known as: **The Bauer Farm**, and legally described as: **Part of the Northwest Quarter of Section 3, Township 40 North – Range 1 East (Flagg Township), Ogle County, Illinois. PIN: #24-03-100-001. See Preliminary Title Policy Legal Attached**
(or see legal description attached) including any improvements, and the following listed fixtures located thereon:
_____
(or see inventory attached) which shall be left in and upon said premises, subject to reasonable wear and tear.

1. CONTRACT SALES PRICE AND TERMS

Purchase Price approximately **tbd gross surveyed** acres at $___/acre $_____
Earnest Money Deposit $_____
Balance Due at Closing $_____

2. METHOD OF PAYMENT: *(Check Applicable Statements)*

X A. Cash

~~B. Financing:~~

~~__ 1. This Contract is contingent upon the ability of the Buyer to obtain a commitment for an (_____) adjustable rate (_____) fixed rate, mortgage loan of not less than _____% of purchase price for a term not less than _____ years by _____, 20_____. If such a commitment is not so obtained, this Contract shall be void and all earnest money shall be returned to the Buyer, provided that Buyer has made a diligent effort to obtain such a mortgage loan within the time specified above.~~

~~__ 2. This Contract is contingent upon Buyer and Seller signing a Contract for Deed with the principal balance of $_____, and interest at the rate of _____% for the term of _____ years, amortized over _____ years with payments of $_____ (or more) for principal and interest balance of $_____ in cash at time of execution of such contract.~~

~~C. Contingency Sale~~

~~This contract shall be contingent upon the closing of the sale of the Buyer's _____ farm real estate to _____ on or before _____, 20___. If Buyer is unable to close the sale by _____, and so notifies Seller thereof on or before such date in writing, then this contract shall terminate and shall be of no further force and effect. In such case the ___Seller ___Buyer shall be entitled to the earnest money deposit.~~

3. CLOSING AND POSSESSION

This Contract shall be closed on or before **August 14th**, 2022, or at such other time as may be mutually agreed in writing. Possession is subject to the right of any tenants in possession. The parties agree that possession of said property is to be delivered to Buyer on or before **Closing**, 20**22**. Seller will **X** or will not ___, subject to tenant in possession rights, agree to allow Buyer the right, following fall harvesting, to enter the farm property for the purpose of performing land husbandry, customary tillage, application of fertilizer and lime, soil conservation practices and soil testing.

4. REAL ESTATE TAXES - Drainage Taxes and Special Assessment

The 20**21** real estate taxes, drainage assessment taxes, special assessments due and payable in 20**22** shall be paid by **Seller**.
The 20**22** real estate taxes, drainage assessment taxes, special assessments due and payable in 20**23** shall be prorated between seller and buyer on a calendar year basis through the date of closing.
Buyer shall be credited for the 2022 real estate taxes at closing, based upon the most current and available information, including confirmed multipliers.

Seller's Initials _____ Buyer's Initials_____
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5. CROPS AND EXPENSES

The Landowner share (or **100%** of the total cash rent) for the 20**22** crop year shall be prorated between seller and buyer on a calendar year basis through the date of closing.
Buyer shall receive the Landowner share (or **100%** of the total cash rent) for the 20**23** crop year.
Seller and Buyer shall prorate on a calendar year basis through the date of closing **100%** of the Landowner's share of the 20**22** crop expenses.
Buyer shall pay **100%** of the Landowner's share of the 20**23** crop expenses.

6. GOVERNMENT AGRICULTURAL PROGRAM PAYMENTS

A. Buyer agrees to continue to honor any existing government agricultural program contracts affecting the real estate described above and agrees to indemnify and hold harmless Seller for any damage Seller may sustain by reason of any failure of Buyer to keep or perform any of the covenants and obligations provided to be kept or performed under the terms and conditions of any such contracts by Seller.
B. Seller shall receive the landowner share of ARC/PLC government program payments for the **2022** crop year.
Buyer shall receive the landowner share of ARC/PLC government program payments for the **2023** crop year.
C. Seller___/Buyer___ shall receive the landowner share of government conservation program payments for the **NA** crop year.
Seller___/Buyer___ shall receive the landowner share of government conservation program payments for the **NA** crop year.

7. LEASE ASSIGNMENT / TERMINATION

A. There is currently a tenant in possession of the property. Seller shall be responsible for the assignment of the current farm lease with the tenant in possession of the property to the Buyer.
B. Seller shall be responsible for the termination of the rights of any tenant in possession of the property. If Seller is responsible, then Buyer shall have the right to demand satisfactory evidence that the rights of all parties to possession have been terminated.

~~8. ATTORNEY REVIEW *(check if applicable __)*~~

~~The parties shall have until 5:00 p.m. Central Time on _____ 20__ ("Review Period") to have the Contract reviewed by their respective attorney, and that attorney may propose modifications within the Review Period, except that an attorney may not propose changes in price or the date of closing. If the Parties do not reach agreement on any proposed modification and written notice terminating this Contract is given to the other within the Review Period, this Contract shall be null and void and any earnest money refunded to Buyer. If written notice is not served within the Review Period, this provision shall be deemed waived by the parties and this Contract shall remain in full force and effect.~~

9. CONVEYANCE

At closing Seller shall convey and transfer the property to Buyer by Warranty Deed, Trustee's Deed, appropriate assignment, or other similar acceptable instrument of conveyance, which instrument shall be subject to the exceptions permitted herein, releasing homestead. 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. In the event the Buyer shall assume an existing indebtedness, cost of such assumption shall be borne by Buyer.

10. ENVIRONMENTAL

Seller represents, to the best of Seller's knowledge, that during the period of Seller's ownership or control over the premises, Seller has no knowledge or, nor reason to suspect, that there has been any underground storage (or other) tank or any presence, disposal, release, or threatened release of hazardous substances or hazardous wastes on, from or under the premises, by or through Seller, or any other party whatsoever. Seller similarly represents that to the best of Seller's knowledge there was no underground storage (or other) tank, nor any presence, disposal, release or threatened release of hazardous substances or hazardous waste on, from or under the premises prior to Seller's acquisition or ownership or control of the premises. Seller similarly represents that to the best of Seller's knowledge the premises (including underlying soil and ground water conditions) is not in violation of any state, local, federal, municipal or other law, statute, regulation, code, ordinance, decree or order relating to hygienic or environmental conditions, and during Seller's ownership of the premises, no party has stored or disposed of any flammable explosives, radioactive materials, hazardous waste, toxic substances, or other released materials on, under or about the premises.

11. SURVEY *(Check if applicable __X___)*

Seller shall secure a boundary survey by a licensed land surveyor at the Seller's expense, dated within six (6) months prior to Closing. Final Purchase Price **will be based upon gross surveyed acres**. If the survey shows other than the permissible exceptions described in Paragraph 13, encroachments from adjacent property, or that improvements are not located within the setback and lot lines, then these shall be considered defects in the title to the property.

12. MINERAL RIGHTS *(check if applicable _X__)*

The Buyer will receive and Seller will convey all of Seller's water, oil, gas, coal and other mineral rights not conveyed of record, and shall execute an appropriate assignment of any existing leases or contracts relating to those rights.

Seller's Initials _____ Buyer's Initials_____

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13. TITLE EVIDENCE

Upon acceptance of this Contract, Seller shall within a reasonable period furnish at Seller's expense: ***(Check appropriate statement).***

__ An abstract of title continued within 30 days before final payment hereunder, showing merchantable title of record to said premises in the Seller or the party who will execute the transactional instrument on Seller's behalf, according to the Rules and standards of the Bar of the County in which said premises are located, or

__X__ A commitment and an Owners Title Guaranty Policy issued by a Company licensed to issue the same in the State of Illinois for the amount of the purchase price.

Subject ~~only~~ to the following: (a) all taxes and special assessments now a lien, levied, or confirmed after the date hereof, (b) building, use and occupancy or restrictions, if any, ~~which do not unreasonably interfere with Buyer's intended use of the property~~, (c) zoning laws and ordinances, (d) easements of record or in place affecting the premises, if any, ~~which do not unreasonably interfere with Buyer's intended use of the property~~, (e) drainage ditches, feeders and laterals, if any, (f) conveyances or reservations of coal, minerals and mining rights, if any, of record, (g) mortgage or other lien that may be eliminated at closing by application of the purchase price, (h) rights of tenants in possession if any, and (i) matters which can only be discovered by a survey of the property.

~~Buyer or his attorney shall within 10 business days after receiving such title evidence, deliver to Seller or his attorney, together with such evidence, a report in writing specifying any objections made to the title. In case such title evidence is not delivered to Buyer or his attorney within a reasonable time, or material objections made to the title in such report are not cured with sixty (60) days after such report is so delivered, this Contract shall, at Buyer's option, be void and all earnest money shall be returned to Buyer. Buyer may, nevertheless, elect to take such title as it then is, and may deduct from the purchase price the amounts of liens and encumbrances and, in such case, the Seller shall convey the premises as agreed.~~

14. PERFORMANCE

In the event of default by either party under the terms of the Contract, the non-defaulting party shall have all rights and remedies available in law and equity. If either Buyer or Seller brings an action against the other with the respect to the Contact, the prevailing party shall be entitled to recover reasonable attorney fees, costs and expenses from the non-prevailing party.

15. COMMISSION

Seller shall be responsible for any real estate brokerage commission owed to a listing broker utilized by Seller.

16. EARNEST MONEY ESCROW

The earnest money funds shall be held in trust for the mutual benefit of the Parties by __**X**__ the Seller's Broker/ ____ the Buyer's Broker/ ____ Other agreed to party, namely, __**Martin, Goodrich & Waddell, Inc.**__, as "Escrowee". Initial Earnest Money of **10% OF PURCHASE PRICE** shall be tendered to Escrowee on or before **3** days after Date of acceptance for the mutual benefit of the parties, and shall be disbursed according to the terms of this Contract.

17. INTEREST BEARING TRUST ACCOUNT *(check if applicable __NA__)*

Escrow Agent is directed to deposit trust funds hereunder in an interest bearing account with the interest thereon accruing for the benefit of the _____. In the event of default by the Buyer, any accrued interest on funds so held shall be treated as an additional earnest money and shall be disbursed according to the terms of Paragraphs 16 and 20 of this agreement.

18. TAX DEFERRED EXCHANGE *(check if applicable ___)*

It is the _____Seller's _____ Buyer's intent to use this transaction in an Internal Revenue Code, Section 1031 Tax Deferred Exchange. The Buyer agrees to cooperate with the Seller and the Seller agrees to cooperate with the Buyer in any such tax deferred exchange. Any documents that need to be prepared to effect the exchange and any expenses incurred shall be the _____ Seller's _____ Buyer's sole responsibility.

19. DUAL AGENCY CONFIRMATION (*check if applicable ___)*

The undersigned confirm that they have previously consented to _____ ("Licensee") acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this document.

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20. RETURN OF EARNEST MONEY

In the event that the transaction does not close and the Escrowee is holding earnest money in its escrow account on behalf of the Buyer and Seller, said earnest money will be returned or held by Escrowee in accordance with the following terms:

A. Escrowee holding the earnest money shall give 30 days written notice to the parties to the transaction as to the Escrowee's proposed distribution of the earnest money;

B. Written notice to the parties shall be given either by personal delivery or sent via U.S. Mail, first class with postage fully paid addressed to the parties at their respective addresses as appear above in this Contract. Notice sent by U.S. Mail shall be deemed to be delivered on the third business day after being deposited in the mail;

C. If the Escrowee does not receive an objection to its proposed distribution within said 30 day time frame, it shall be considered that the Buyer and Seller agree with the Escrowee's proposed distribution, and Escrowee shall distribute the proceeds in the manner set forth in the Escrowee's notice.

Buyer and Seller acknowledge that as long as Escrowee returns earnest money in accordance with the above written procedures and in accordance with the 30 day notice given by Escrowee, this Contract provision is considered as written consent to disburse said earnest money funds. **In the event that the Buyer and the Seller fail to reach an agreement regarding dispersal of the earnest money, the escrow agent is authorized to file an interpleader action, and the parties agree that the escrow agent will be reimbursed from the earnest money for all costs including reasonable attorney's fees.**

21 GENERAL CONDITIONS AND STIPULATIONS

1. Time shall be considered to be of the essence of this Contract. The warranties and agreement herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto. If there be more than one Seller or Buyer, the word "Seller" or "Buyer" wherever used herein shall, respectively, be construed to mean Sellers and Buyers, and the necessary grammatical plural changes shall in all cases be assumed as though in each case fully expressed.

2. All notices and demands herein required or given hereunder shall be in writing. The mailing of any such notice or demand by mail to the Seller or to the Buyer at their respective addresses hereinbefore set forth shall be considered sufficient service as of three (3) days after mailing. If there is more than one Seller or Buyer hereunder, the mailing of such notice or demand to any one Seller or Buyer at said respective addresses shall be considered to be sufficient service on all such Sellers and Buyers respectively. Notice may also be sent by ~~facsimile~~ to the Seller or Buyer at the ~~facsimile number~~ indicated on the signature page of this Contract. Email email address

3. THE UNDERSIGNED ACKNOWLEDGE THAT IT IS ILLEGAL TO REFUSE TO SELL REAL ESTATE BECAUSE OF RACE, COLOR, AGE, RELIGION, SEX, CREED, PHYSICAL OR MENTAL HANDICAP, NATIONAL ORIGIN, ANCESTRY, MARITAL OR FAMILIAL STATUS, UNFAVORABLE MILITARY DISCHARGE OR DISCHARGE STATUS, ORDER OF PROTECTION STATUS, OR OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT.

4. This Contract contains all the terms and conditions agreed upon by the parties hereof, and supersedes all oral agreement regarding the subject matter of this Contract and may only be amended or altered in writing signed by all parties.

5. Seller and Buyer agree to provide all information necessary to complete and execute all documents and perform all actions necessary to comply with the following: (a) Real Estate Settlement Procedures Act of 1974; (b) Internal Revenue Service Form 1099S; (c) Section 445 of the Internal Revenue Code as amended (which deals with the citizenship of the Seller; (d) a mutually agreeable summary of the closing transaction and (e) all laws, statutes, ordinances and regulations applicable to the transaction.

6. Facsimile copies, Electronic copies and signatures on this Contract shall be as valid as an originally signed Contract.

7. Counterpart Signatures: This Agreement may be signed in counterparts, which together shall constitute one agreement. If the Agreement is signed in counterparts, no signatory hereto shall be bound until all parties named below have duly executed, or caused to be duly executed, a counterpart of this Agreement.

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22. CONTRACT ACCEPTANCE PERIOD

This Offer shall be accepted by Seller in writing on or before ____ pm on _____, 2022 or this Offer shall become null and void at the option of the Buyer.

Seller does hereby accept the foregoing Contract this _____, 20_____.

_____ Check here if you are currently a licensed real estate broker in the state of Illinois and understand appropriate disclosure is required to all prospective buyers of this property.

This agreement may be signed in counter parts, each of which shall be deemed as an original, but all of which together shall constitute one and the same document.

_____ Buyer Signature Date	_____ Seller Signature Date
_____ Buyer Signature Date	_____ Seller Signature Date
_____ Buyer Fax Number	_____ Seller Fax Number
_____ Buyer Email Address	_____ Seller Email Address
_____ Attorney Name	Brent A. Wagner, Hewitt & Wagner Attorney Name
_____ Attorney Address	1124 Lincoln Hwy Attorney Address
_____	Rochelle, IL 61068
_____ Attorney Phone #/Fax #	815-562-2704 Attorney Phone #/Fax #
_____ Attorney Email Address	bwagner@hewitt-wagner.com Attorney Email Address

The undersigned Escrowee acknowledges receipt of the aforementioned earnest money and agrees that said funds shall be held and disbursed by Escrowee according to the terms of the foregoing Contract, and all parties shall receive copies of same.

_____
Escrowee Acceptance of Earnest Money

By Agent _____

_____
Address

_____
Address

_____
Phone #/Fax #

_____
Email Address

Seller's Initials _____ Buyer's Initials_____

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