## THE ROMANSKI FARM 159<sup>±</sup> Acres, DeKalb County, Illinois

Excellent quality farmland
High percentage of tillable acres
Offered in 2 tracts

Virtual Live Online Auction at *mgw.us.com/romanski* Tuesday, July 18, 2023 at 1 p.m. Central Time

CARLAN - C

MGW MARTIN, GOODRICH & WADDELL, INC. Real Estate Services

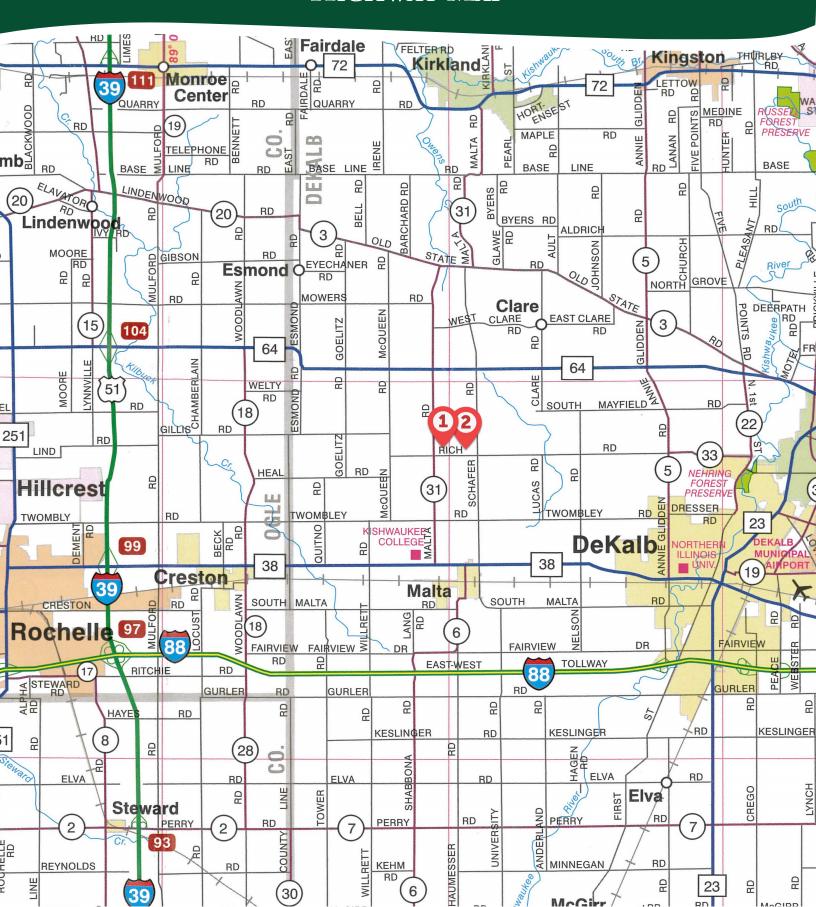
MGW.us.com info@mgw.us.com (815) 756-3606

Real Estate • Farm Management • Appraisals • Consulting

## THE ROMANSKI FARM AERIAL MAP



### THE ROMANSKI FARM HIGHWAY MAP



# THE ROMANSKI FARM

### **PROPERTY DETAILS**

DATE & TIME OF AUCTION	Tuesday, July 18, 2023 at 1 p.m. Central Time.
AUCTION LOCATION	Virtual Live Online Auction: Please visit mgw.us.com/romanski to bid.
INSPECTION DATE & LOCATION	Please call to schedule an inspection.
LOCATION	The subject farm is located approximately 49 miles west of Chicago O'Hare International Airport. Nearby cities include: DeKalb (4 miles southeast), Rochelle (6 1/4 miles southwest), and Rockford (17 miles northwest).
FRONTAGE	There is approximately 1/4 mile of road frontage on Malta Road and approximately 5/8 mile on Rich Road.
MAJOR HIGHWAYS	Illinois Route 64 is 1 1/2 miles north, Illinois Route 38 is 2 1/2 miles south, Interstate 88 is 5 miles south, and Interstate 39/U.S. 51 is 7 3/8 miles west of the property.
LEGAL DESCRIPTION	A brief legal description indicates The Romanski Farm is located in Part of the Northwest Quarter of Section 2 and Part of the Northeast Quarter of Section 3, all in Township 40 North – Range 3 East (Malta Township), DeKalb County, Illinois.
TOTAL ACRES	There are a total of approximately 159.03 acres, estimated. Tract 1 is approximately 77.75 acres and Tract 2 is approximately 81.28 acres.
TILLABLE ACRES	There are approximately 156.5 tillable acres, estimated. There are approximately 75 tillable acres on Tract 1 and 81.5 tillable acres on Tract 2.
SOIL TYPES	Major soil types on this farm include: Danabrook silt loam, Flanagan silt loam, Elpaso silty clay loam, and Catlin silt loam.
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.
POSSESSION	Possession will be given at closing, subject to the terms and conditions set forth in a purchase contract.
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 15 miles of The Romanski Farm.

## THE ROMANSKI FARM PROPERTY DETAILS

TAXES	The 2022 real estate taxes for Tract 1 (PIN #07-03-200-003) are to be determined pending a parcel split of the approximately 5.25 acre building site (not included in the sale). The 2022 real estate taxes for Tract 2 (PIN #07-02-100-001) totaled \$4,734.18.
ZONING	The property is zoned A-1, Agricultural.
COMMENTS	The current farmland lease is for 156.1 tillable acres and ends March 1, 2024. The farm will be free of leases for the 2024 crop year.
	The information in this brochure is considered accurate, but not guaranteed. For inquiries and inspection appointments please contact Mark Mommsen at Martin, Goodrich & Waddell, Inc. at 815-901-4269.

## THE ROMANSKI FARM AUCTION TERMS & CONDITIONS

AGENCY	Martin, Goodrich & Waddell, Inc. and its representatives are agents of the owner.
BIDDING INFORMATION	All bidders must register and be approved before the auction starts. The Auctioneer will call bids from the offices of Martin, Goodrich & Waddell, Inc., and you will be able to view and listen to the auction on-screen as the sale proceeds. To register, go to <b>mgw.us.com/romanski</b> , click on the "View/Bid Here" button, and follow the prompts to register. Bidders will receive additional information via email within 48 hours prior to the auction. The auction is online only and there will not be advance bidding. <b>Bidding is not conditional upon financing</b> .
METHOD	The property will be offered in a 2-tract virtual live online auction at 1 p.m. on July 18, 2023. The tracts will be offered using the high bidder's choice method, with the choice to the high bidder to take any one tract or both tracts. Should the high bidder not select both tracts, the remaining parcel will be offered with another round of bidding. 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 must be received by Martin, Goodrich & Waddell, Inc. within 24 hours of the auction closing.
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 of the auction closing, with the balance due at closing. The earnest money payment may be submitted by cashier's check or wire transfer.
CLOSING & POSSESSION	The closing date for both tracts shall be on or before August 18, 2023. 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 seller will credit the buyer for 8/12 of the 2023 taxes based on the 2022 taxes billed. The amount of the credit will be noted in the purchase agreement. The 2024 real estate taxes and all subsequent year taxes shall be paid by the buyer.
CROPS & EXPENSES	The buyer shall receive a cash rental credit for the 2023 crop year in the amount of \$7,500 for tract 1 and \$8,150 for tract 2. The farm will be free of leases after the 2023 crop year.
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.

## THE ROMANSKI FARM AUCTION TERMS & CONDITIONS

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.
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.
ATTORNEY FOR SELLER	Matthew L. Brown, Brown Law Group, DeKalb, Illinois.
DISCLOSURE	Some photos in this brochure may be stock photography and are for illustrative purposes only.







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## TRACT 1 Property Photos



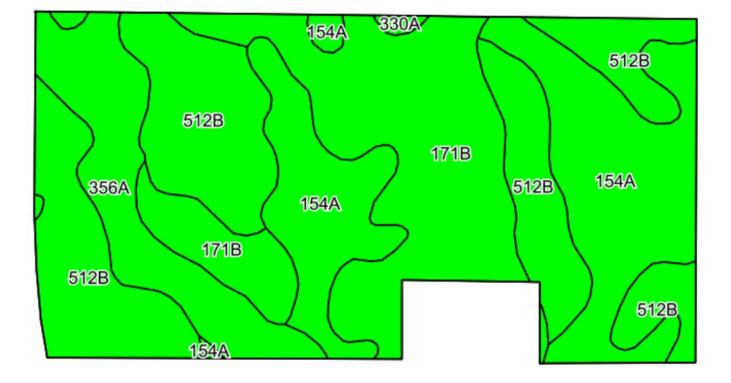
## TRACT 1 Soils Information

### SOILS DESCRIPTIONS & PRODUCTIVITY DATA\*

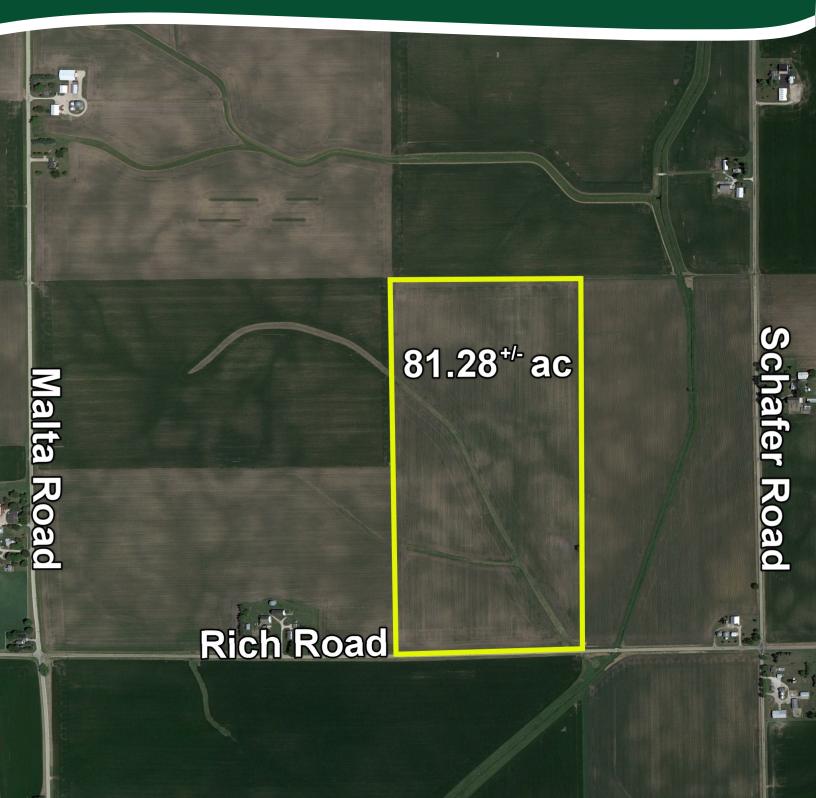
Soil #	Soil Name	Approx. Acres	Productivity Index (PI)*
512B	Danabrook silt loam	24.86	137
154A	Flanagan silt loam	20.50	144
171B	Catlin silt loam	20.23	137
356A	Elpaso silty clay loam	9.20	144
330A	Peotone silty clay loam	0.21	123
	WEIGHT	TED AVERAGE:	139.7

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











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## TRACT 2 Property Photos







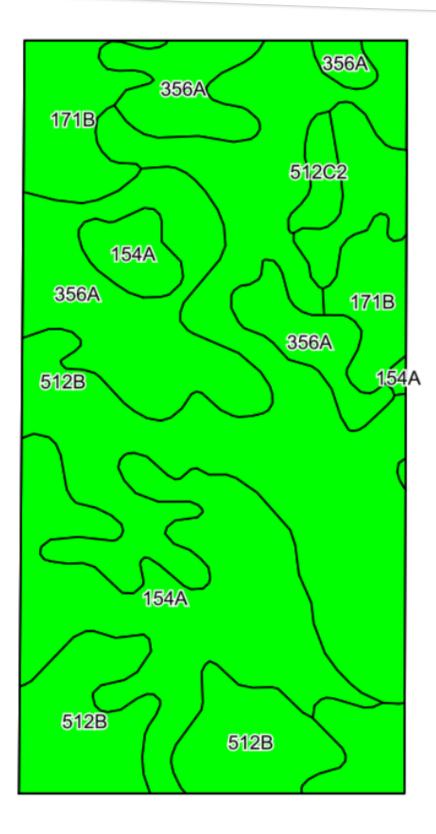
## TRACT 2 Soils Information

### SOILS DESCRIPTIONS & PRODUCTIVITY DATA\*

Soil #	Soil Name	Approx. Acres	Productivity Index (PI)*
512B	Danabrook silt loam	37.56	137
356A	Elpaso silty clay loam	19.92	144
154A	Flanagan silt loam	15.66	144
171B	Catlin silt loam	7.25	137
512C2	Danabrook silt loam	1.11	128
	Weight	ED AVERAGE:	139.9

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





### THE ROMANSKI FARM Appendix

### THE FOLLOWING PAGES CONTAIN THESE DOCUMENTS:

- 1. FSA AERIAL MAP
- 2. FSA-156EZ
- 3. TOPOGRAPHY MAP
- 4. TITLE COMMITMENT
- 5. PURCHASE CONTRACT
- 6. SURVEYS

### For more information, please visit MGW.us.com or contact:

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



### **PRIOR TO RECONSTITUTION**





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).

### PRIOR TO RECONSTITUTION

#### ILLINOIS

#### DEKALB

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.

Operator Name	÷	and descent in the se
CRP Contract Number(s)	ł	None
Recon ID	:	None
Transferred From	:	None
ARCPLC G/I/F Eligibility	:	Eligible

U	S	D
	2	-

United States Department of Agriculture A Farm Service Agency

Abbreviated 156 Farm Record

FARM: 707 Prepared : 6/14/23 5:44 AM CST Crop Year: 2023

Operator Name									
	:								
CRP Contract Nu	mber(s) : Non	e							
Recon ID	: Non	e							
Transferred From		e							
ARCPLC G/I/F Eli	gibility : Elig	ble							
				Farm Land Da	ta				
Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
165.57	160.81	160.81	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP	Cropland	Double C	ropped	CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	160.81	1	0.0	0	0.00	0.00	0.00	0.00
			Cro	p Election Ch	noice				
1	ARC Individual			ARC County			Price	Loss Coverage	
	None			CORN, SOYBN	1			None	
				DCP Crop Dat	ta				
Crop Name		Base Acr	es	CCC-505 CRP Acre		PLC	; Yield	ŀ	łIP
Corn		137.32	2	0.0	00	3	166		
Soybeans		18.78	3	0.0	00		59		0
TOTAL		156.10	)	0.0	00			·	
				NOTES					
Tract Number	: 817								
Description	: G2/2 S	SEC 2 & 3 MALTA							
FSA Physical Loc	ation : ILLING	DIS/DEKALB							
ANSI Physical Lo	cation : ILLING	DIS/DEKALB							
BIA Unit Range N	umber :								
HEL Status	: NHEL	No agricultural co	mmodity plar	nted on undeterm	nined fields				
Wetland Status	: Wetlar	nd determinations r	ot complete						
WL Violations	: None								
Owners	:								
Other Producers	:								
Recon ID	: None								
				Tract Land Da	ta				
		T							
Farm Land	Cropland	DCP Cropl	and	WBP	EWP	WRP		GRP	Sugarcane

### **PRIOR TO RECONSTITUTION**

#### ILLINOIS

DEKALB





United States Department of Agriculture Farm Service Agency FARM : 707 Prepared : 6/14/23 5:44 AM CST Crop Year : 2023

#### Abbreviated 156 Farm Record

|--|

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	160.81	0.00	0.00	0.00	0.00	0.00

DCP Crop Data								
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield					
Corn	137.32	0.00	166					
Soybeans	18.78	0.00	59					
TOTAL	156.10	0.00						

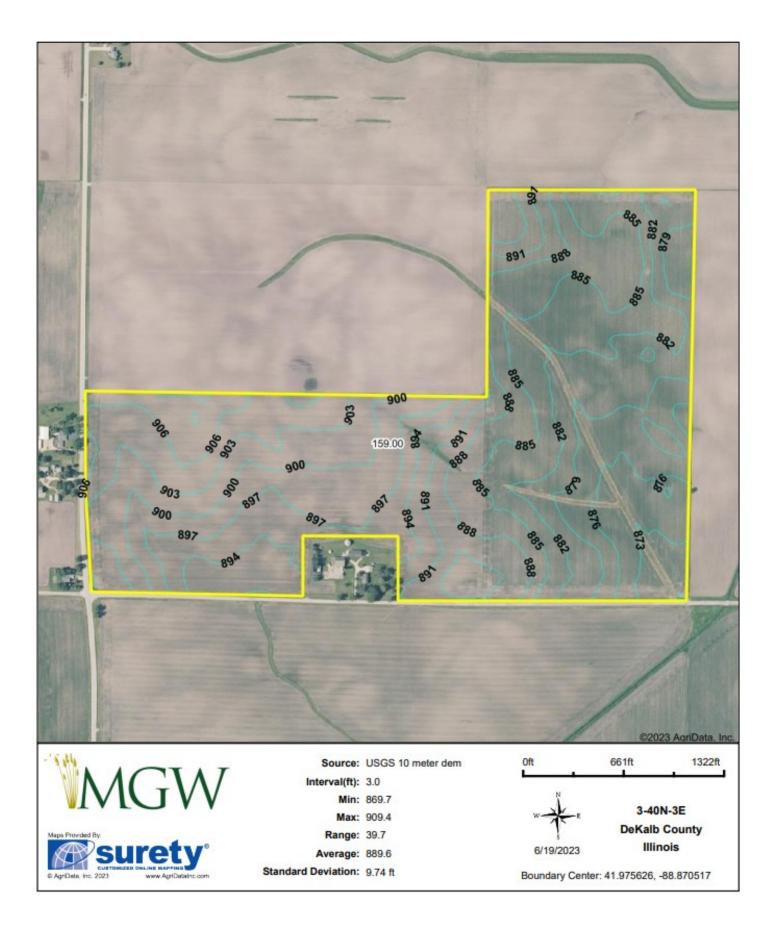
NOTES

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 <a href="http://www.ascr.usda.gov/complaint\_filing\_cust.html">http://www.ascr.usda.gov/complaint\_filing\_cust.html</a> 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: US. 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.

### **TOPOGRAPHY MAP**





#### Transaction Identification Data for reference only:

**ORIGINATING OFFICE:** American Title 2045 Aberdeen Court, Suite B Sycamore, IL 60178 Main Phone: (815) 756-3611 Email: orders@myamericantitle.com FOR SETTLEMENT INQUIRIES, CONTACT:

American Title 2045 Aberdeen Court, Suite B Sycamore, IL 60178 Main Phone: (815) 756-3611

Issuing Office File Number: ATC-CRE-2023DK-60158 Property Address: 3877 Rich Road, Malta, IL 60150

#### SCHEDULE A

- 1. Effective Date: 31st day of May, 2023
- 2. Policy or Policies to be issued: a. Owner's Policy: Proposed Insured: To Be Determined
  - b. Loan Policy: Proposed Insured:

**Proposed Policy Amount** \$10,000.00

\$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:

Marvin B Romanski Declaration of Trust u/a/d August 2, 1977, as to an undivided 1/2 interest; and Janet J Romanski Declaration of Trust u/a/d August 2, 1977, as to an undivided 1/2 interest

5. The Land is described as follows:

See Exhibit A Attached

#### END OF SCHEDULE A

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National 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; [and] Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



Adopted 08-01-2016



#### Exhibit A

#### Parcel 1:

The West Half of the Northwest Quarter of Section 2 and that part of the Northeast Quarter of Section 3, Township 40 North, Range 3 East of the Third Principal Meridian, described as follows: Beginning at the Northeast corner of said Section 3; thence Westerly, along the North line of said Northeast Quarter, 42.90 feet; thence Southerly, at an angle of 89 degrees 58 minutes 32 seconds, measured clockwise from said North line, 1377.33 feet; thence Easterly, at an angle 90 degrees 01 minute 27 seconds measured clockwise from the last described course 40.73 feet to the West line of said Northwest Quarter; thence Southerly, at an angle of 89 degrees 56 minutes 02 seconds measured counterclockwise from the last described course and along said West line, 1362.15 feet to the South line of said Northwest Quarter; thence Easterly, at an angle of 89 degrees 29 minutes 59 seconds measured clockwise from said West line and along said South line, 1323.53 feet to the East line of the West Half of said Northwest Quarter; thence Northerly, at an angle of 90 degrees 29 minutes 59 seconds measured clockwise from said South line and along said East line, 2728.47 feet to the North line of said Northwest Quarter; thence Westerly, at an angle of 89 degrees 58 minutes 37 seconds measured clockwise from said East line and along said North line, 1323.45 feet to the point of beginning, in Malta Township, DeKalb County, Illinois.

#### Parcel 2:

That part of the North Half of Section 3, Township 40 North, Range 3 East of the Third Principal Meridian, described as follows: Beginning at the Southeast Corner of said North Half; thence Northerly, along the East line of said North Half, 1362,15 feet; thence Westerly, at an angle of 89 degrees 56 minutes 02 seconds measured clockwise from said East line, 2695.47 feet to the centerline of Malta Road; thence Southerly, at an angle of 89 degrees 58 minutes 32 seconds measured clockwise from the last described course and along said centerline, 573.22 feet to a point of curvature; thence continuing Southerly, along said centerline being an arc of curve to the left, having a radius of 5730.00 feet, a distance of 730.00 feet to a point of tangency; thence continuing Southerly, along said tangent centerline, 1960 feet to the South line of said North Half; thence Easterly, at an angle of 98 degrees 13 minutes 21 seconds measured clockwise from said centerline and along said South line, 1480.68 feet; thence Northerly, at an angle of 89 degrees 10 minutes 03 seconds measured clockwise from said South line, 400.02 feet; thence Easterly, at right angle to the last described course, 549.00 feet; thence Southerly, at right angle to the last described course, 408.00 feet to the South line of said North Half; thence Easterly, at an angle of 90 degrees 49 minutes 57 seconds measured clockwise from the last described course, 615.00 feet to the point of beginning, in Malta Township, DeKalb County, Illinois.

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Adopted 08-01-2016



#### SCHEDULE B, Part I

#### Requirements

All of the following Requirements must be met:

- 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.
- 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.
- The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact your local 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.
- 9. 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.

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- 10. Satisfy requirements for final utilities and any transfer stamps pursuant to the requirements set forth by municipality for which the subject property lies.
- 11. The company should be provided a statement from the borrower(s) relative to any mortgage shown on Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or past postponed payments or other restructuring of the debt secured by the mortgage.
- 12. Any recorded lien shown in Schedule B-2 will appear as an exception in the policy unless a sufficient release of said lien is recorded in the county where the subject premises is located.
- 13. We do not insure access to the mineral estate or interest insured. The Proposed Insured must notify Company if a coal or other mineral or subsurface estate search is needed.
- 14. We should be furnished with an affidavit concerning 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 conveying an interest in the insured property.
- 15. We should be furnished with an affidavit concerning the rights of the property manager, if any, to a statutory lien on the insured property for its property manager's fee.
- 16. It appears that the original trustees in title are deceased. Relative thereto, the Company should be furnished the following: a) A Certification of Trust executed by the current trustee in accordance with 760 ILCS 5/8.5, together with excerpts of the trust agreement and amendments thereto relating to the designation of trustees and the power of the trustee to act in the current transaction, or b) In the alternative, the current trustee, in his or her sole discretion, may deliver to the Company (1) A certified or uncertified copy of the Death certificate of the original trustee; (2) A certified copy of the original trust agreement, together with any amendments thereto; and; (3) Certified copies of the appointment and acceptance of the Successor Trustee. The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
- 17. The names, mailing addresses, and tax identification numbers of the transferors of said property must be provided to this office prior to or at the time of closing. In addition, the allocation of the gross proceeds among transferors should be provided. If no allocation is given to this office, each transferor will receive a 100% allocation of the gross proceeds on the 1099-S reported to the Internal Revenue Service.



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18. The Trustee's Deed from Marvin B. Romanski and Janet J. Romanask, as Trustees under the provisions of a trust agreement dated July 15, 1977, known as The Sauter Farms Land Trust to Marvin B. Romanski Declaration of Trust u/a/d August 2, 1977, as to an undivided 1/2 interest; and Janet J. Romanski Declaration of Trust u/a/d August 2, 1977 recorded March 12, 2004 as Document No. 2004004416 and re-recorded April 29, 2004 as Document No. 2004008127 may be defective in that there is an error in the legal description.

NOTE: Said error should be corrected and the document should be re-recorded prior to any further conveyance of said land.

END OF SCHEDULE B, Part I

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#### SCHEDULE B, PART II

#### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTIONS, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXENT 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:

- Rights or claims of parties in possession not shown by the 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. 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.

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Adopted 08-01-2016



#### SCHEDULE B, PART II, CONTINUED

- 7. Taxes and assessments for the year 2023 and all subsequent years are a lien but not yet due and payable.
- 8. Tax Year: 2022

Tax ID #: 07-02-100-001 Taxes Assessed in the Name of: Marvin B & Janet J Romanski Trust 3867 Rich Rd Malta, IL 60150 Total Annual Tax: \$4,734.18 First Installment Amount: \$2,367.09 First Installment Status: Paid Second Installment Amount: \$2,367.09 Second Installment Status: Paid

Notes: NOTE: Affects Parcel 1

Tax Year: 2022

Tax ID #: 07-03-200-003 Taxes Assessed in the Name of: Marvin B & Janet J Romanski Trust 3877 Rich Rd Malta, IL 60150 Total Annual Tax: \$9,619.02 First Installment Amount: \$4,809.51 First Installment Status: Paid Second Installment Amount: \$4,809.51 Second Installment Status: Paid

Notes: Homestead Exemption and Homestead Limited applied

NOTE: Affects Parcel 2 and additioinal land

- 9. Intentionally Left Blank
- 10. Subject to a trust or lien created under the Perishable Agricultural Commodities Act (7 U.S.C. §§ 499a, et seq.), the Packers and Stockyards Act (7 U.S.C. §§ 181, et seq.) or under similar federal or state laws.
- 11. Terms, powers, provisions and limitations of the Trust under which title to said land is held.

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- 12. Rights of way for drainage ditches, tiles, feeders and laterals, if any.
- Rights of Commonwealth Edison Company to use the roads and highways in said Township for the transmission and distribution of electrical energy as per the resolution recorded as Document No. 306127.
- 14. Rights of the public, the State of Illinois, the County, the Township and the Municipality in and to that part of the land, if any, taken or used for road purposes.
- 15. Existing unrecorded leases, if any, and all rights thereof and all acts done or suffered thereunder by any lessee or by any party claiming by, through or under said lease or lessees.
- 16. Terms, conditions and easements contained in an Easement dated April 14, 1986 and recorded April 28, 1986 in Document No. 86 02398 made by Elmer J Sauter, Julia E Sauter, Marvin B Romanski, and Janet J Romanski to AT&T Communications of Illinois, Inc. recorded in the DeKalb County Recorder's Office. NOTE: Affects Parcel 2
- 17. Terms, conditions and easements contained in an Easement dated February 25, 2019 and recorded August 27, 2019 in Document No. 2019007742 made by Marvin B. Romanski, as Trustee of the Marvin B. Romanski Declaration of Trust under trust agreement dated August 2, 1997, as to an undivided 1/2 interest; and Janet J. Romanski, as Trustee of the Janet J. Romanski Declaration of Trust under trust agreement dated August 2, 1997, as to an undivided 1/2 interest; and greement dated August 2, 1997, as to an undivided 1/2 interest; and greement dated August 2, 1997, as to an undivided 1/2 interest to Commonwealth Edison Company recorded in the DeKalb County Recorder's Office.

NOTE: Affects Parcel 2

18. Rights of others in and to the construction and maintenance of any fences located over or across the insured premises, and rights to enter upon said premises to maintain the same.

END OF SCHEDULE B, Part II

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#### 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: Lance Romanski and Debbie Allen, as Successor Co-Trustees of the Marvin B. Romanski Declaration of Trust and the Janet J. Romanski Declaration of Trust

Mailing Address P.O. Box 144, Paw Paw IL 61353

Buyer:

Mailing Address

described real estate legally described as:

#### [SEE ATTACHED LEGAL DESCRIPTION]

including any improvements and the following listed fixtures located thereon, if any: N/A together herein referred to as the Property (the "Property").

#### 1. CONTRACT SALES PRICE AND TERMS

Purchase Price Farmland (Tract No. \_\_\_\_) \_\_\_\_\_ surveyed acres at \$\_\_\_\_\_/acre Earnest Money Deposit <u>10</u>% Balance Due at Closing subject to adjustments provided herein

-	
\$	
\$	
\$	

who agrees to purchase the following

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

X A. Cash

#### 3. CLOSING AND POSSESSION

This Contract shall be closed on or before August 18, 2023, or at such other time as may be mutually agreed in writing. The closing shall take place at the offices of American Title Guaranty, Inc., 2045 Aberdeen Court, Sycamore, IL 60178. Buyer and/or Seller may choose to close remotely by virtual means.

Possession is subject to the right of the tenant in possession. The parties agree that possession of said property is to be delivered to Buyer after the expiration of the farm lease.

#### 4. CLOSING COSTS

- (a) Seller shall pay the following closing costs: (i) title search fees and title insurance premium for Buyer's owner's title insurance policy; (ii) preparation of Seller's deed and any form of assignment; (iii) its own attorney fees; (iv) all outgoing wiring fees; (v) the broker's commission owed to the listing brokerage and auction fees; (vi) real estate transfer taxes; (vii) one-half of the earnest money escrow fee, if any, and one-half of the title company closing fee for a cash closing; (viii) survey cost and fee to record survey; and (ix) other customary miscellaneous closing fees paid by Sellers of real property.
- (b) Buyer shall pay the following closing costs: (i) all title insurance premiums for any lender title insurance policy, endorsements, or later date fees; (ii) recording fees for Seller's deed; (iii) Buyer's attorney fees; (iv) all incoming wiring fees; (v) one-half of the earnest money escrow fee, if any, and one-half of the title company closing fee for a cash closing and all of the closing fee if a mortgage lender is involved; and (vi) other customary miscellaneous closing fees paid by Buyers of real property.

#### 5. **REAL ESTATE TAXES** – Real Estate Taxes and Drainage Taxes

The 2022 real estate taxes and drainage taxes, if any, due and payable in 2023 shall be paid by Seller on or before closing.

Buyer shall receive a credit at closing in the amount of \$3,156.12 for the 2023 real estate taxes, payable in 2024, for 81.28 Acres (PIN: 07-02-100-001), representing approximately 8 months of real estate taxes.

Buyer shall receive a credit at closing in the amount of \$3,011.08 for the 2023 real estate taxes, payable in 2024, for 78.67 Acres (PIN: 07-03-200-003), representing approximately 8 months of real estate taxes.

Buyer shall then be responsible for the full payment of the 2023 real estate taxes and drainage taxes, if any, due and payable in 2024, and thereafter.

#### 6. CROPS AND EXPENSES

**Buyer** shall receive a credit at closing in the amount of \$8,150.00 for the cash rent for the <u>2023</u> crop year for the 81.28 Acres (PIN: 07-02-100-001), representing approximately 4 months of rent. <u>Seller</u> shall receive the balance of the cash rent for the <u>2023</u> crop year. <u>Buyer</u> shall receive a credit at closing in the amount of \$7,500.00 for the cash rent for the <u>2023</u> crop year for the 78.67 Acres (PIN: 07-03-200-003), representing approximately 4 months of rent. <u>Seller</u> shall receive the balance of the cash rent for the <u>2023</u> crop year. <u>Buyer</u> shall receive <u>100</u> % of the cash rent for the <u>2024</u> crop year.

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#### 7. GOVERNMENT AGRICULTURAL PROGRAM PAYMENTS:

Buyer agrees to continue to honor any existing government agricultural program contracts affecting the Property 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.

#### 8. LEASE ASSIGNMENT / TERMINATION

- A. There **is currently** a farm tenant in possession of the Property under the terms of a farm lease, which ends March 01, 2024. **Seller** shall be responsible for the termination of said farm lease for the 2024 crop year.
- B. <u>Buver</u> shall be responsible for observing the rights of the farm tenant in possession of the Property after closing and for securing possession of the Property, if necessary.

#### 9. CONVEYANCE

- A. At closing Seller shall convey and transfer the Property to Buyer by Special Warranty Deed that conforms to the requirements of 765 ILCS 5/8(b), which instrument shall be subject to the exceptions permitted herein, releasing all 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.
- B. At Closing Seller shall deliver to Buyer a completed Real Estate Transfer Tax Declaration signed by Seller in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois. Any transfer tax imposed by the Real Estate Transfer Declaration shall be paid by Seller <u>X</u> / Buyer \_\_\_\_\_.

#### 10. ENVIRONMENTAL

Seller represents, to the best of Seller's knowledge, that during the period of Seller's ownership or control over the Property, 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 Property, 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 substances or hazardous waste on, from or under the Property prior to Seller's acquisition or ownership or control of the Property. 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 Property prior to Seller's acquisition or ownership or control of the Property. 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 Property prior to Seller's acquisition or ownership or control of the Property. Seller similarly represents that to the best of Seller's knowledge the Property (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 Property, 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 Property.

#### 11. SURVEY (Check if applicable X)

Buyer acknowledges receipt of the Plat of Survey of the Subject Premises prepared by JADE Hanna Surveyors and known as Job No. dated\_\_\_\_\_\_\_, 2023, which Survey the Buyer accepts as the Survey for this transaction. Final Purchase Price <u>will be</u> based upon surveyed acres. If the survey shows other than the permissible exceptions described in Paragraph 14, encroachments from adjacent property, or that improvements are not located within the setback and lot lines, then these shall **not** be considered defects in the title to the Property. Buyer agrees to accept the property "AS-IS" and "WHERE IS."

Buyer acknowledges the Plat of Survey prepared by JADE Hanna Surveyors, known as Job No. \_\_\_\_\_ dated \_\_\_\_\_, and, recorded on \_\_\_\_\_\_, as Document No. 2023 \_\_\_\_\_, which Survey is approved per Section 4.02.D.2 of DeKalb County Zoning Ordinance and designates \_\_\_\_\_ acres as non-buildable land.

#### 12. MINERAL RIGHTS (check if applicable <u>X</u>)

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.

#### 13. CARBON CREDIT RIGHTS

The Property is not currently subject to an existing carbon credit program.

#### 14. TITLE EVIDENCE

Seller has delivered to Buyer, as evidence of Seller's title, a Commitment for Title Insurance issued by American Title Guaranty, Inc., with an effective date of \_\_\_\_\_\_, 2023 (Commitment No. \_\_\_\_\_\_), showing merchantable title to the Subject Premises in the Seller and committing the company to issue an Owner's Policy insuring title to the Subject Premises in Buyer for the amount of the purchase price, without extended coverage. Buyer acknowledges receipt of said Commitment and accepts all title exceptions listed therein and all matters which were disclosed on the survey of the Property.

#### 15. 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; provided, however, if Buyer defaults in the performance of this Contract, Seller shall be entitled, at Seller's election and as Seller's sole and exclusive remedy, to terminate this Contract by written notice to the Buyer and retain the Earnest Money Deposit as liquidated damages. 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.

#### 16. COMMISSION

{00438142 5}

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

#### 17. EARNEST MONEY ESCROW

The earnest money shall be held in escrow for the mutual benefit of the Parties by **American Guaranty Title, Inc.**, as "Escrowee" pursuant to the attached Earnest Money Escrow Agreement. The Earnest Money equal to ten percent (10%) of the Purchase Price shall be tendered to Escrowee on or before <u>two (2) business days</u> after Date of Acceptance for the mutual benefit of the parties and shall be disbursed according to the terms of the Earnest Money Escrow Agreement.

#### 18. TAX DEFERRED EXCHANGE (check if applicable \_\_\_\_)

Seller\_\_\_\_\_ and/or Buyer\_\_\_\_ may elect to perform an Internal Revenue code Section 1031 tax deferred exchange with respect to the transfer of the Property, and in such event, each party agrees to cooperate in such exchange and take all steps reasonably necessary to allow its completion; provided, however, the party electing such exchange shall hold the other party harmless from and against any claims, costs, liabilities, expense, or delays in time resulting from such an exchange.

#### 19. GENERAL CONDITIONS AND STIPULATIONS

- A. Time is 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.
- B. 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 sufficient service on all such Sellers and Buyers respectively. Notice may also be sent by email to the Seller or Buyer at the email address indicated on the signature page of this Contract.
- C. THE UNDERSIGNED ACKNOWLEDGE THAT IT IS ILLEGAL TO REFUSE TO SELL REAL ESTATE BECAUSE OF RACE, COLOR, AGE, RELIGION, SEX, SEXUAL ORIENTATION, 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
- D. 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.
- E. 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.
- F. Facsimile copies, electronic copies and signatures on this Contract shall be as valid as an originally signed Contract.
- G. 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.
- H. The parties intend this Contract to be governed by the laws of the State of Illinois.

#### 20. AS-IS CONDITION.

The real estate, improvements, and all systems are being sold in "AS-IS" and "WHERE-IS" condition as of the date of the Auction.

#### 21. CONTRACT ACCEPTANCE PERIOD

This Contract shall be deemed accepted by the parties at the conclusion of the auction on \_\_\_\_\_\_ (herein the "Date of Acceptance").

[SEE ATTACHED SIGNATURE PAGES]

BUYER:

Date

-

Buyer Email Address:

BUYER'S ATTORNEY:

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

SELLER:

Lance Romanski, Successor Co-Trustee of the Marvin B. Romanski Declaration of Trust and the Janet J. Romanski Declaration of Trust

Debbie Allen, Successor Co-Trustee of the Marvin B. Romanski Declaration of Trust and the Janet J. Romanski Declaration of Trust

SELLER'S ATTORNEY:

Matthew L. Brown Brown Law Group, LLC 301 Lincoln Hwy, DeKalb, IL 60115 Phone: 815-756-6328 mbrown@brownlawdekalb.com Real Estate Broker for this transaction is:

Martin, Goodrich and Waddell, Inc. Listing Broker

By Agent \_\_\_\_

2020 Aberdeen Court Address

Sycamore, IL 60178 Address

(815) 756-3606 Phone #/Fax #

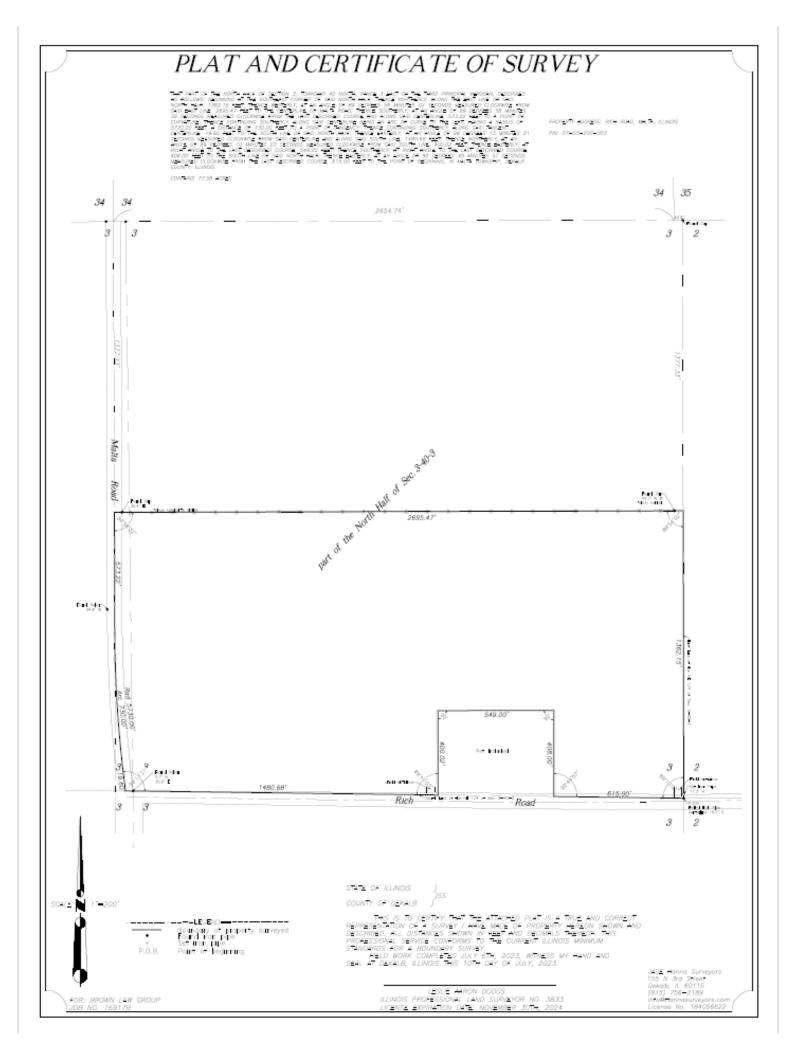
#### info@mgw.us.com

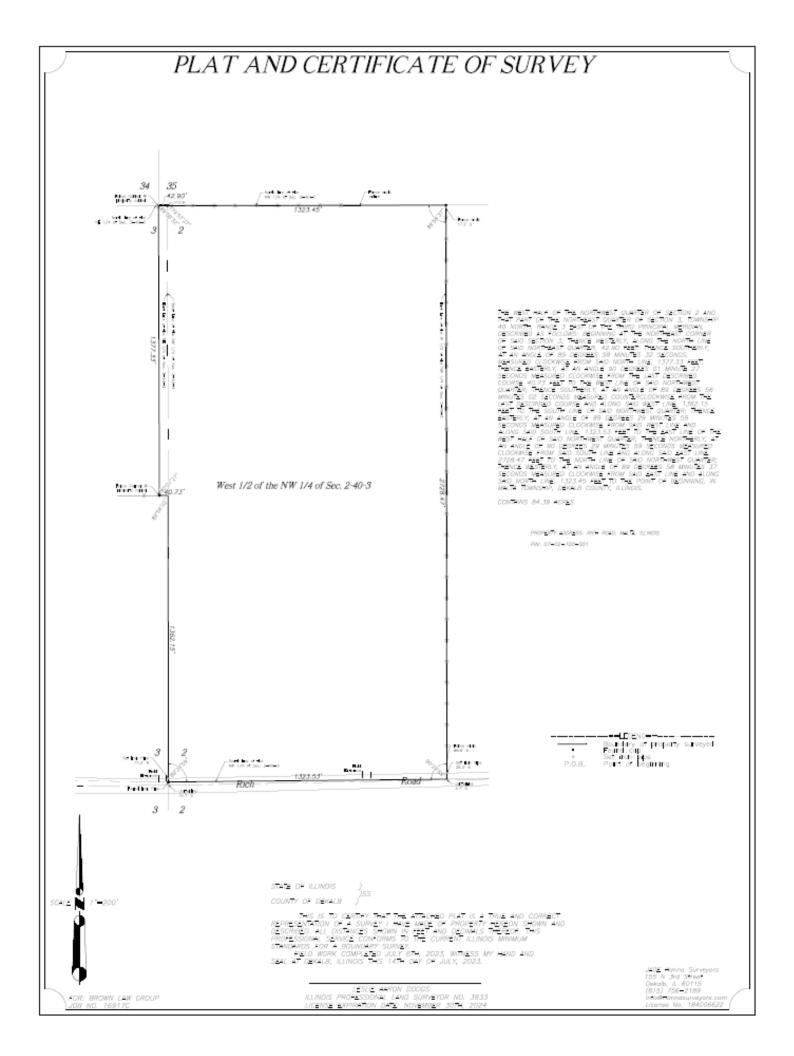
Email Address

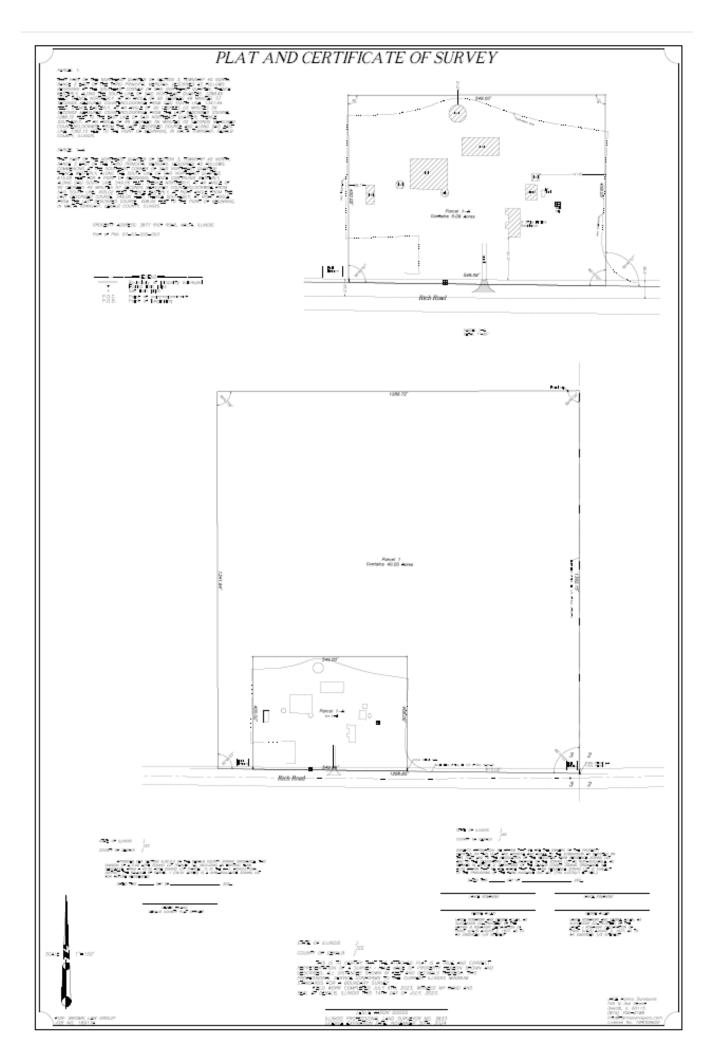
THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE. IT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CHANGED EXCEPT BY THEIR WRITTEN CONSENT BY BOTH PARTIES.

{00438142 5}

#### LEGAL DESCRIPTION











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