

# THE PAUL V. HERRMANN ESTATE FARM

150<sup>±</sup> ACRES, LEE COUNTY, ILLINOIS

- *Productive cropland in an excellent location*
- *Southwest corner of the I-39 & US-30 interchange*
- *High percentage of tillable acres*
- *Frontage on I-39/US-51*

**Virtual Live Online Auction at [mgw.us.com/herrmann](https://mgw.us.com/herrmann)  
Thursday, March 19, 2026 at 1 p.m. Central Time**



MARTIN, GOODRICH & WADDELL, INC.  
REAL ESTATE SERVICES

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

Real Estate • Farm Management • Appraisals • Consulting

# THE PAUL V. HERRMANN ESTATE FARM

## AERIAL MAP

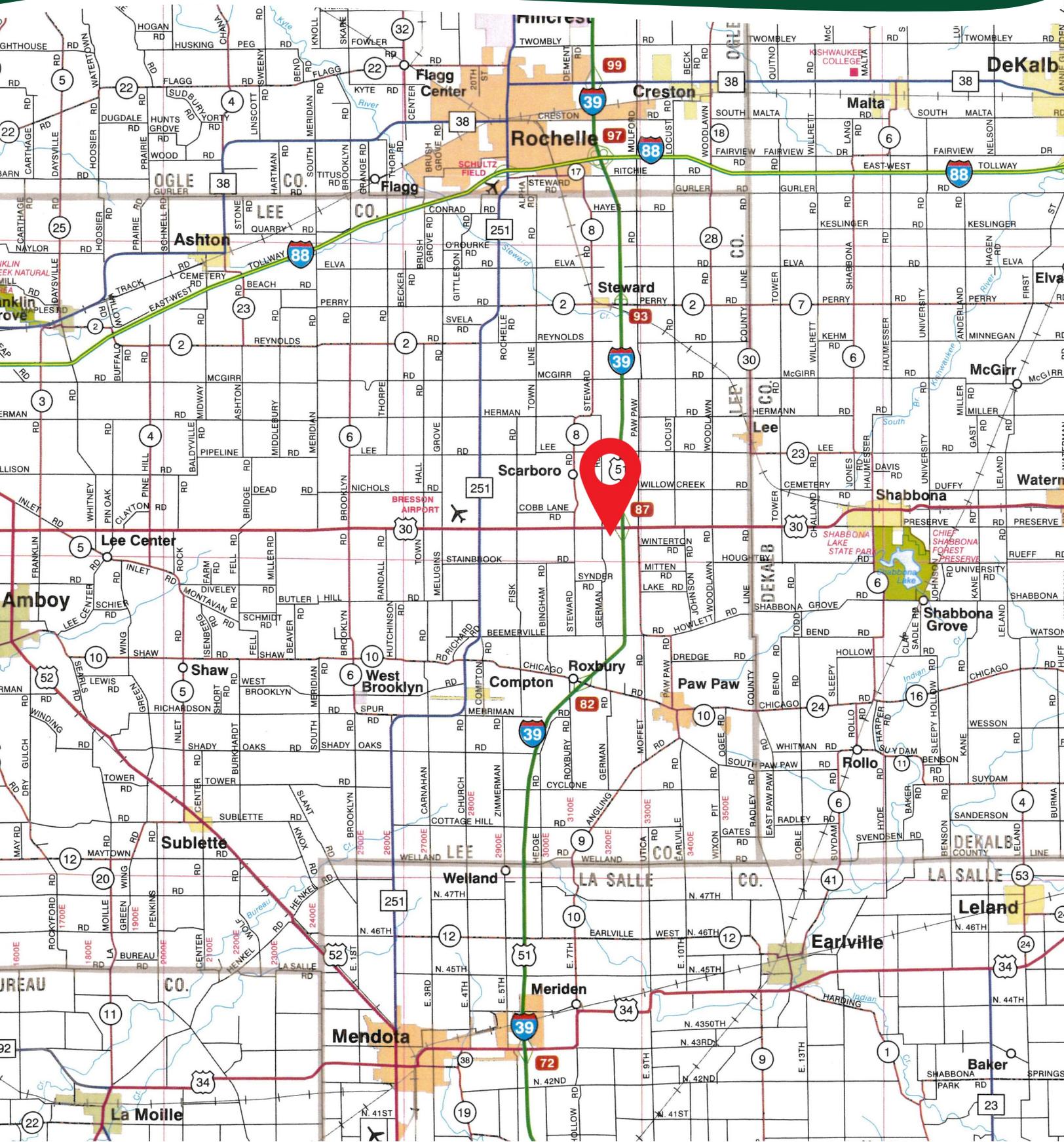


German Road



# THE PAUL V. HERRMANN ESTATE FARM

## HIGHWAY MAP



# THE PAUL V. HERRMANN ESTATE FARM

## PROPERTY DETAILS

<b>LOCATION</b>	The subject farm is located approximately 58 miles southwest of Chicago O'Hare International Airport. Nearby cities include: Shabbona (5 3/8 miles east), Rochelle (7 miles north), and Mendota (12 3/8 miles south).
<b>FRONTAGE</b>	There is approximately 1/2 mile of road frontage on German Road, 3/8 miles on U.S. Route 30 and 1/4 mile on Interstate 39/U.S. Route 51.
<b>MAJOR HIGHWAYS</b>	U.S. Route 30 borders the property on the north, Interstate 39/U.S. Route 51 borders the property on the east, and Illinois Route 251 is 3 1/4 miles west of the property.
<b>LEGAL DESCRIPTION</b>	A brief legal description indicates The Paul V. Herrmann Estate Farm is located in Part of the Northwest Quarter of Section 21, Township 38 North – Range 2 East (Willow Creek Township), Lee County, Illinois.
<b>TOTAL ACRES</b>	There are a total of 149.95 acres according to a recent survey.
<b>CROPLAND ACRES</b>	There are approximately 143.64 cropland acres according to the Lee County FSA, of
<b>SOIL TYPES</b>	Major soil types found on this farm include Catlin silt loam and Blackberry silt loam. The weighted average Productivity Index (PI) is 129.4.
<b>TOPOGRAPHY</b>	The topography of the subject farm is level to rolling.
<b>MINERAL RIGHTS</b>	All mineral rights owned by the seller will be transferred in their entirety to the new owner.
<b>POSSESSION</b>	Possession will be given at closing, subject to the terms and conditions set forth in a purchase contract.
<b>FINANCING</b>	Mortgage financing is available from several sources. Names and addresses will be provided upon request.
<b>GRAIN MARKETS</b>	There are a number of grain markets located within 15 miles of The Paul V. Herrmann Estate Farm.

# THE PAUL V. HERRMANN ESTATE FARM

## PROPERTY DETAILS

<b>TAXES</b>	The 2024 real estate taxes totaled \$6,370. The tax parcel number is #21-12-21-100-001.
<b>ZONING</b>	The property is zoned AG-1, Rural/Agricultural District.
<b>COMMENTS</b>	The information in this brochure is considered accurate, but not guaranteed. For inquiries, inspection appointments, and offers, please contact Mark Mommsen at Martin, Goodrich & Waddell, Inc. at 815-901-4269.

# THE PAUL V. HERRMANN ESTATE FARM

## AUCTION TERMS & CONDITIONS

<b>AGENCY</b>	Martin, Goodrich & Waddell, Inc. (MGW) and its representatives are agents of the Seller.
<b>BIDDING INFORMATION</b>	All bidders must register and be approved before the auction starts. The Auctioneer will call bids from the offices of MGW, and you will be able to view and listen to the auction on-screen as the sale proceeds. To register, go to <a href="http://mgw.us.com/herrmann">mgw.us.com/herrmann</a> , 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>
<b>METHOD</b>	The property will be offered in a one-tract virtual live online auction at 1 p.m. Central Time on March 19, 2026. 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. The successful bidder 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 bidder via email. A signed copy of the purchase agreement must be received by MGW within 24 hours of the auction closing.
<b>EARNEST MONEY ESCROW</b>	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.
<b>CLOSING &amp; POSSESSION</b>	The closing date shall be on or before April 16, 2026. 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.
<b>REAL ESTATE TAXES</b>	The 2025 real estate taxes due and payable in 2026 shall be paid by the Seller. The 2026 real estate taxes and all subsequent year taxes shall be paid by the Buyer.
<b>CROPS &amp; EXPENSES</b>	The farm is free of leases for the 2026 crop year.

# THE PAUL V. HERRMANN ESTATE FARM

## AUCTION TERMS & CONDITIONS

<b>CONVEYANCE</b>	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.
<b>TITLE EVIDENCE</b>	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.
<b>SURVEY</b>	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.
<b>MINERAL RIGHTS</b>	The Buyer will receive and the Seller will convey all mineral rights that the Seller owns relating to the property.
<b>DISCLAIMER &amp; ABSENCE OF WARRANTIES</b>	Announcements made the day of the auction supersede any previously made statements or material provided, whether printed or oral. Advertised information is subject to the terms and conditions of the purchase agreement between the Seller and Buyer. All provided maps, data, acreages, and images 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.
<b>ATTORNEY FOR SELLER</b>	Brown Law Group, DeKalb, Illinois.
<b>DISCLOSURE</b>	Some photos in this brochure may be stock photography and are for illustrative purposes only.

# THE PAUL V. HERRMANN ESTATE FARM

## PROPERTY PHOTOS



# THE PAUL V. HERRMANN ESTATE FARM

## PROPERTY PHOTOS



# THE PAUL V. HERRMANN ESTATE FARM

## SOILS INFORMATION

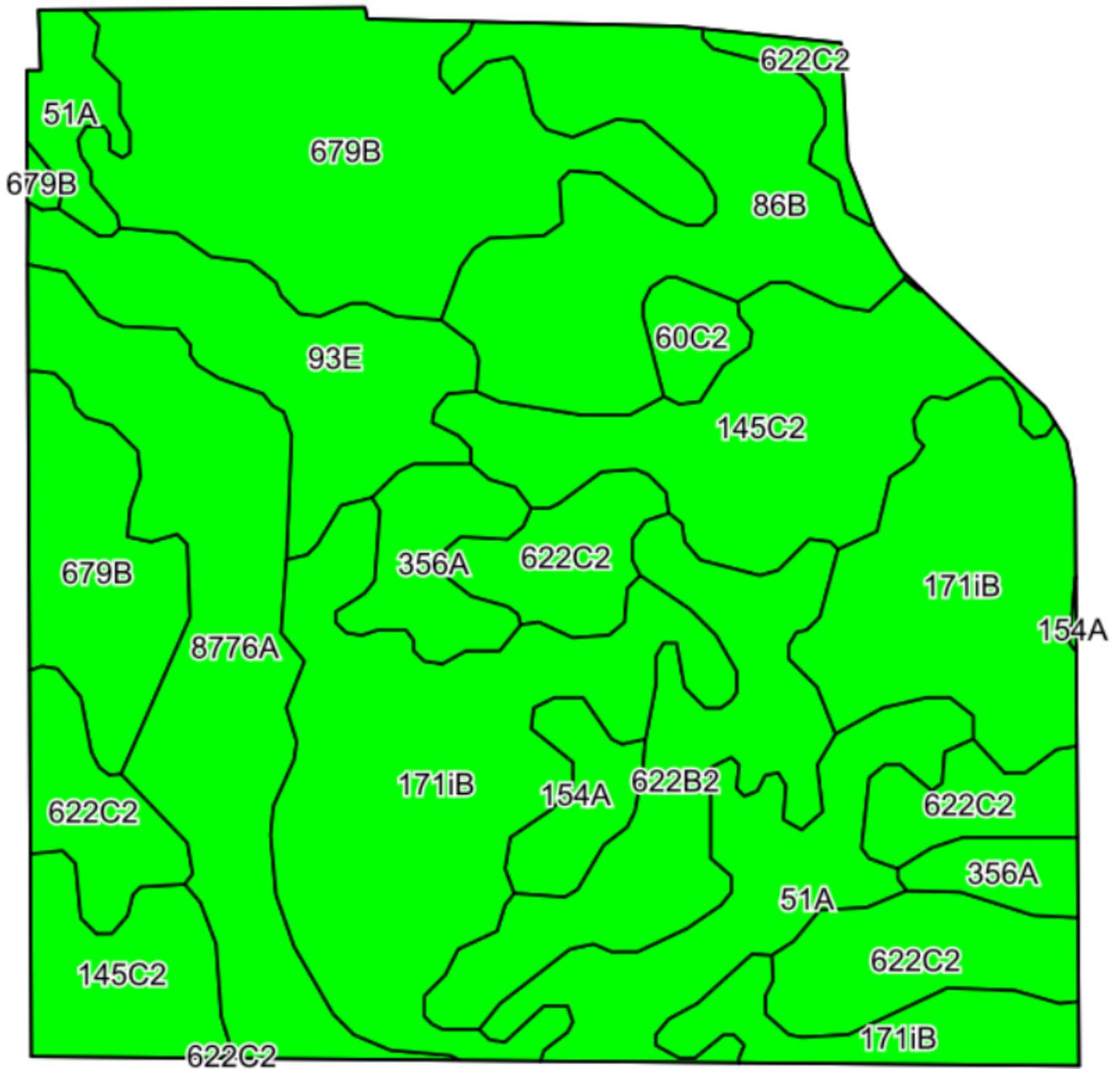
### SOILS DESCRIPTIONS & PRODUCTIVITY DATA\*

SOIL #	SOIL NAME	APPROX. ACRES	PRODUCTIVITY INDEX (PI)
171iB	Catlin silt loam	31.08	137
679B	Blackberry silt loam	22.89	141
145C2	Saybrook silt loam	15.81	123
622C2	Wyanet silt loam	14.35	112
86B	Oscos silt loam	14.08	138
8776A	Comfrey loam	11.24	142
622B2	Wyanet silt loam	9.41	114
51A	Muscature silt loam	8.53	147
93E	Rodman gravelly sandy loam	8.30	70
356A	Elpaso silty clay loam	4.32	144
154A	Flanagan silt loam	2.27	144
60C2	La Rose silt loam	1.36	110
WEIGHTED AVERAGE:			129.4

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

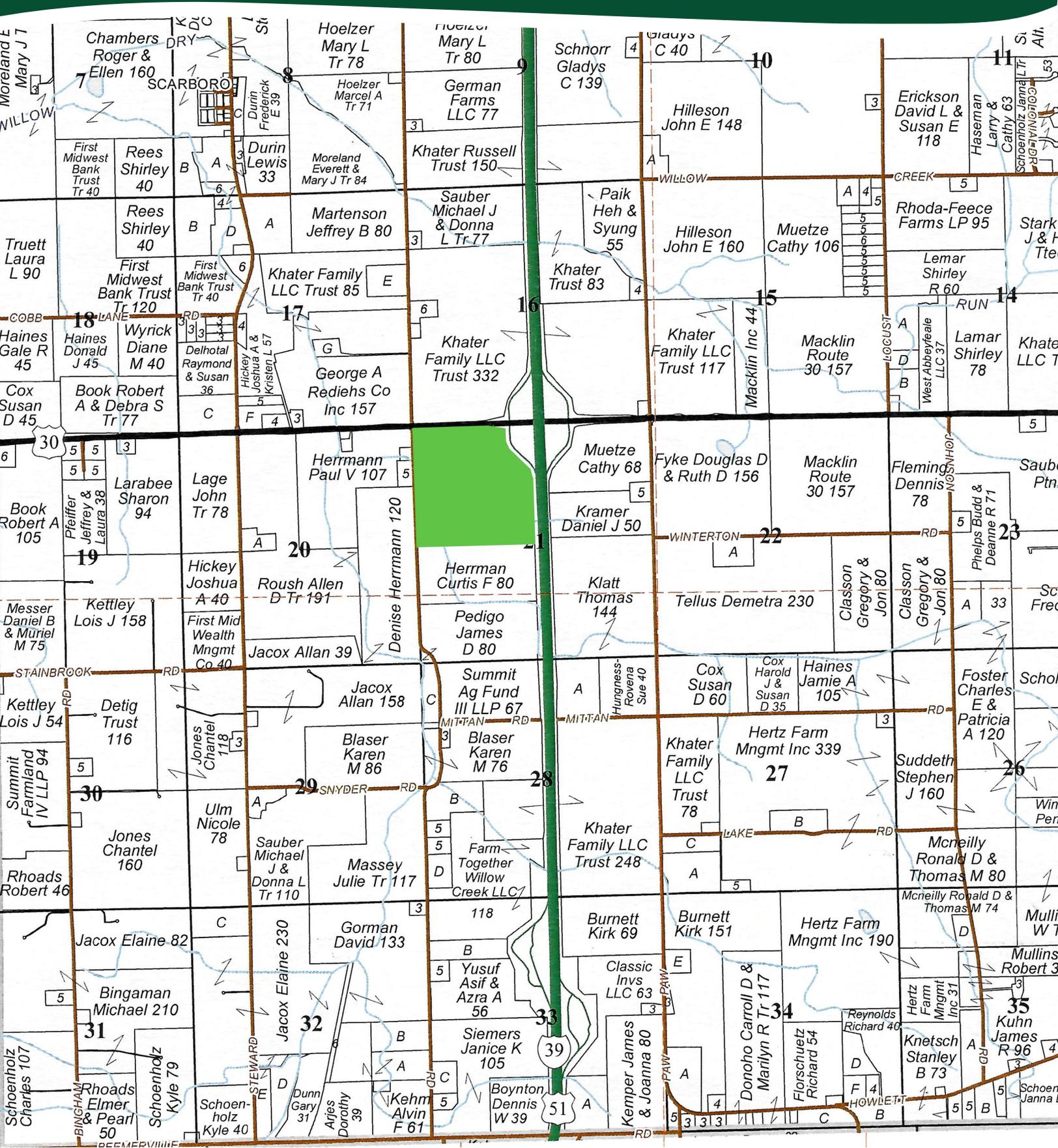
# THE PAUL V. HERRMANN ESTATE FARM

## SOILS MAP



# THE PAUL V. HERRMANN ESTATE FARM

## PLAT MAP



# THE PAUL V. HERRMANN ESTATE FARM

## APPENDIX

### THE FOLLOWING PAGES CONTAIN THESE DOCUMENTS:

1. FSA AERIAL MAP
2. FSA-156EZ
3. TOPOGRAPHY MAP
4. TITLE COMMITMENT
5. SURVEY (LINK [HERE](#))
6. PURCHASE CONTRACT
7. EARNEST MONEY ESCROW AGREEMENT

For more information, please visit [MGW.us.com](http://MGW.us.com)

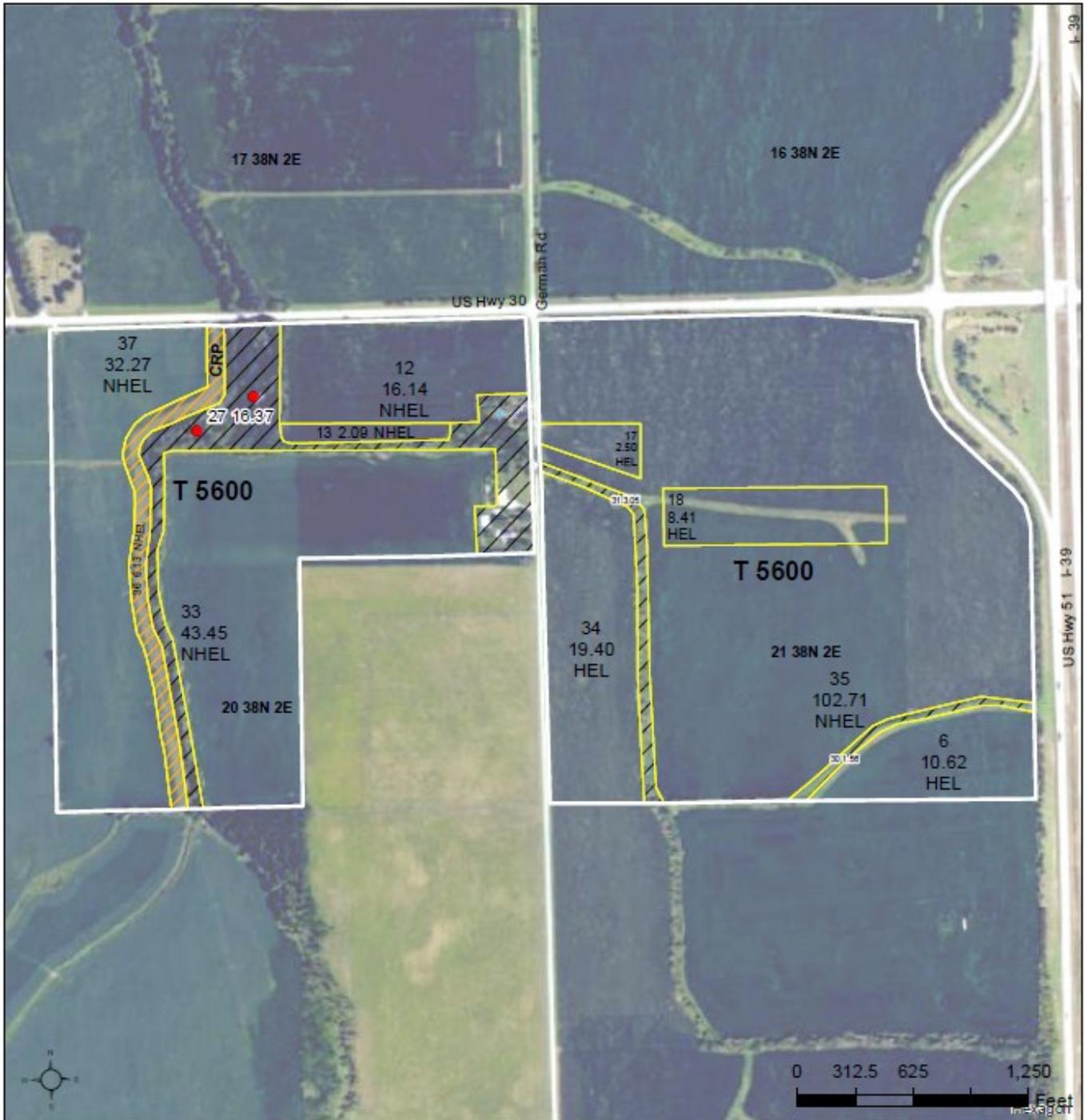
or contact:

Mark Mommsen (815) 901-4269 | [Mark.Mommsen@mgw.us.com](mailto:Mark.Mommsen@mgw.us.com)



MARTIN, GOODRICH & WADDELL, INC.  
REAL ESTATE SERVICES

# PRIOR TO RECONSTITUTION



**Legend**

-  Tract Boundary
-  Non-Cropland
-  Cropland
-  CRP

**Wetland Determination Identifiers**

-  Restricted Use
-  Limited Restrictions
-  Exempt from Conservation
-  Compliance Provisions

**2026 Program Year**  
 Map Created January 16, 2026  
**Farm 6310**  
**Tract 5600**

**Tract Cropland Total: 243.72 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).

# PRIOR TO RECONSTITUTION

ILLINOIS  
LEE  
Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

FARM : 6310  
Prepared : 1/23/26 11:02 AM CST  
Crop Year : 2026

See Page 2 for non-discriminatory Statements.

## Abbreviated 156 Farm Record

Operator Name :  
CRP Contract Number(s) : 11402A  
Recon ID : None  
Transferred From : None  
ARCPLC G//F Eligibility : Eligible

### Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
264.70	243.72	243.72	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD	
0.00	0.00	237.59	0.00		6.13	0.00	0.00	0.00	

### Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	WHEAT, CORN	None

### DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	40.00	0.00	58	
Corn	175.10	0.00	173	0
<b>TOTAL</b>	<b>215.10</b>	<b>0.00</b>		

### NOTES

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**Tract Number : 5600**

Description : F 20 SEC 20/21 Willow Creek Twp  
 FSA Physical Location : ILLINOIS/LEE  
 ANSI Physical Location : ILLINOIS/LEE  
 BIA Unit Range Number :  
 CRP Contract Number(s) : 11402A  
 HEL Status : HEL field on tract.Conservation system being actively applied  
 Wetland Status : Tract contains a wetland or farmed wetland  
 WL Violations : None  
 Owners :  
 Other Producers : None  
 Recon ID : None

### Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
264.70	243.72	243.72	0.00	0.00	0.00	0.00	0.0

# PRIOR TO RECONSTITUTION

ILLINOIS  
LEE  
Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

## Abbreviated 156 Farm Record

FARM : 6310  
Prepared : 1/23/26 11:02 AM CST  
Crop Year : 2026

### Tract 5600 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	237.59	0.00	6.13	0.00	0.00	0.00

### DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	40.00	0.00	58
Corn	175.10	0.00	173
<b>TOTAL</b>	<b>215.10</b>	<b>0.00</b>	

### NOTES

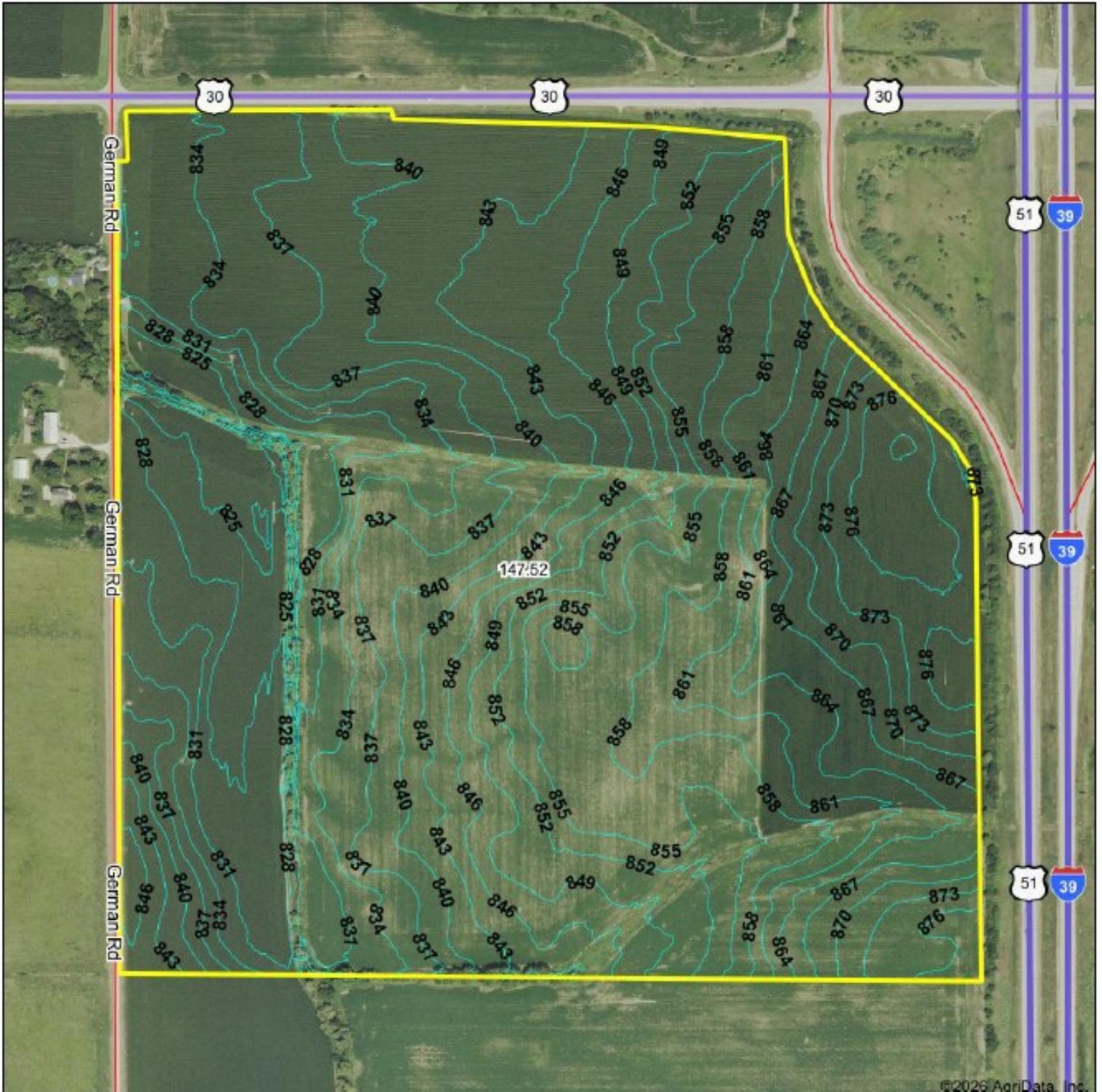
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*To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide 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) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.*

# TOPOGRAPHY MAP



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Source: USGS 1 meter dem

Interval(ft): 3.0

Min: 817.5

Max: 879.5

Range: 62.0

Average: 847.1

Standard Deviation: 14.5 ft

0ft 476ft 951ft



1/23/2026

21-38N-2E  
Lee County  
Illinois

Boundary Center: 41.756778, -89.015029



© AgriData, Inc. 2026



AMERICAN TITLE GUARANTY, INC.  
A WHEATLAND TITLE COMPANY

January 27, 2026 08:35 AM  
Commitment for Title Insurance  
[2021 v. 01.00 (07-01-2021)]

**ALTA COMMITMENT FOR TITLE INSURANCE**

issued by  
**Fidelity National Title Insurance Company**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

American Title Guaranty  
AGENT OF FIDELITY NATIONAL TITLE INSURANCE COMPANY  
2045 ABERDEEN COURT  
SYCAMORE, IL 60178

BY: \_\_\_\_\_

*This page is only a part of a 2021 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.*

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

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

Name and Address of Title Insurance Agent: American Title Guaranty  
2045 Aberdeen Court  
Sycamore, IL 60178

Issuing Office File No.: CRE-ATC-26-60008-LE  
Property Address: SE corner of US Route 30 & German Road, Steward, IL 60553  
Project Name: Herrmann Family  
Client Reference: Section 21 Farm

**SCHEDULE A**

1. Commitment Date: January 14, 2026
2. Policy to be issued:
  - a. ALTA Owner's Policy (2021)  
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.  
Proposed Amount of Insurance: \$10,000.00  
The estate or interest to be insured: FEE SIMPLE
  - b. ALTA Loan Policy (2021)  
Proposed Insured: Lender with a contractual obligation under a loan agreement with the Proposed Insured for an Owner's Policy  
Proposed Amount of Insurance: \$10,000.00  
The estate or interest to be insured: FEE SIMPLE
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:  
Nancy Hermann Snook and Paul David Hermann, Co-Executors of the Estate of Paul V Herrmann, deceased
5. The Land is described as follows:

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AMERICAN TITLE GUARANTY, INC.  
A WHEATLAND TITLE COMPANY

January 27, 2026 08:35 AM  
Commitment for Title Insurance  
[2021 v. 01.00 (07-01-2021)]

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**SCHEDULE A**  
(Continued)

See Exhibit A Attached

American Title Guaranty  
AGENT OF FIDELITY NATIONAL TITLE INSURANCE COMPANY  
2045 ABERDEEN COURT  
SYCAMORE, IL 60178

BY: \_\_\_\_\_

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## EXHIBIT A

The Northwest Quarter of Section 21, Township 38 North, Range 2 East of the Third Principal Meridian, situated in the County of Lee and State of Illinois;

EXCEPTING THEREFROM the following: A parcel of land in the Northwest Quarter of Section 21, Township 38 North, Range 2 East of the Third Principal Meridian, in Lee County, Illinois bounded and described as follows, to-wit:

Beginning at the Northeast corner of the Northwest Quarter of said Section 21; thence Southerly along the East line of the Northwest Quarter a distance of 1269.85 feet to a point; thence Northwesterly along a line forming an angle with the last described course of 14°54'49", measured counterclockwise, a distance of 216.97 feet to a point; thence Northwesterly along a line forming an angle with the last described course of 209°46'31", measured counterclockwise, a distance of 615.22 feet to a point; thence Northwesterly along a line forming an angle with the last described course of 157°27'36", measured counterclockwise, a distance of 269.26 feet to a point; thence Northerly along a line forming an angle with the last described course of 159°18'01", measured counterclockwise, a distance of 260.05 feet to a point; thence Westerly along a line forming an angle with the last described course of 261°39'09", measured counterclockwise, a distance of 408.35 feet to a point; thence Westerly along a line forming an angle with the last described course of 186°09'31", measured counterclockwise, a distance of 565.09 feet to a point; thence Northerly along a line forming an angle with the last described course of 91°00'50", measured counterclockwise, a distance of 46.71 feet to a point on the North line of said Northwest Quarter; thence Easterly along said North line a distance of 1567.28 feet to the point of beginning;

ALSO EXCEPTING THEREFROM the following: A parcel of land in the Northwest Quarter of Section 21, Township 38 North, Range 2 East of the Third Principal Meridian, situated in Lee County, Illinois, described as follows:

Beginning at the Northwest corner of the Northwest Quarter of said Section 21; thence Easterly on the North line of said Northwest Quarter, said line having a bearing of North 87°46'10" East, a distance of 1110.43 feet to a point; thence Southerly on a line having a bearing of South 2°07'28" East, a distance of 43.44 feet to a point in the Southerly right-of-way line of a public highway designated F.A. Route 573 (U.S. Route 30); thence Westerly on a line having a bearing of South 88°22'13" West, a distance of 378.79 feet to a point; thence Westerly on a line having a bearing of North 89°15'42" West, a distance of 200.25 feet to a point; thence Westerly on a line having a bearing of South 87°52'34" West, a distance of 475.00 feet to a point; thence Southwesterly on a line having a bearing of South 31°17'49" West, a distance of 47.92 feet to a point; thence Westerly on a line having a bearing of South 87°52'34" seconds West, a distance of 30.00 feet to a point in the West line of said Northwest Quarter; thence Northerly on said West line of the Northwest Quarter, said line having a bearing of North 2°19'26" West, a distance of 71.38 feet to the point of beginning.

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## SCHEDULE B, PART I - REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the company is not able to close or insure any transaction involving Land that is associated with these activities.
6. 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.
10. Satisfy requirements for final utilities and any transfer stamps pursuant to the requirements set forth by municipality for which the subject property lies.

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**SCHEDULE B, PART I**  
(Continued)

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. Our information indicates that Paul V Herrmann is deceased and that his/her estate is being administered in the County of Lee. This commitment is subject to our review of the following exhibits from said probate proceedings and to such additional exception and/or requirements as may be deemed necessary upon that review:
  - a. Certified copy of the death certificate in the matter of Paul V Herrmann; RECEIVED
  - b. Copy of the order appointing the personal representative of said estate; RECEIVED
  - c. Copy of the Letters Testamentary or Letters of Administration issued to said personal representative; RECEIVED
  - d. Copy of the Executor's or Administrator's bond; RECEIVED
  - e. Copy of the proof of heirship and the order establishing heirship; RECEIVED
  - f. Copy of the last will and testament of Paul V Herrmann, if applicable; RECEIVED
  - g. Copy of the order admitting the will to probate, if applicable; RECEIVED
  - h. Copy of the inventory filed in said cause; N/A
  - i. Copy of the bond entered in said cause for the sale or mortgaging of the premises in question; N/A
  - j. Copy of the order approving the sale or borrowing; N/A
  - k. Copy of the order closing said estate proceedings and discharging the personal representative, if applicable.
17. A copy of the filed resignation of Paul David Herrmann, as co-Executor of the Paul Herrmann Estate, as set forth in the Family Settlement Agreement, should be provided to this office.

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## SCHEDULE B, 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 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:

1. 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.
7. Taxes and assessments for the year 2025 and all subsequent years are a lien but not yet due and payable.

2024 taxes in the amount of \$6,370.00 are PAID

2024 First Installment due June 27, 2025 in the amount of \$3,185.00 is paid.

2024 Second Installment due September 5, 2025 in the amount of \$3,185.00 is paid.

**PERMANENT TAX NUMBER: 21-12-21-100-001**

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**SCHEDULE B, PART II**  
(Continued)

8. Proceedings pending in the estate of Paul V Herrmann, case number 2023PR57.
  - a. The right of any interested party to attack or modify orders or decrees in these proceedings by motion, petition, appeal or other direct proceeding.
  - b. The costs of administration which are chargeable against the estate.
  - c. Claims which have been allowed or may be allowed in these proceedings.
  - d. Legacies created by the will and chargeable against the estate.
  - e. The rights and obligations of the Executor/Administrator conferred by the Probate Act.
  - f. Federal and Illinois Estate Taxes which may be charged against the estate.
9. Said property falls within the Lee County Soil Conservation District and is subject to the rules and regulations thereof.
10. Rights of way for drainage ditches, tiles, feeders and laterals, if any.
11. Possible unrecorded easements for utilities and/or actual utilities and the rights of the public or quasi-public utility companies to access, improve, repair or maintain said poles, conduits, pipes, sewers, etc.
12. 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.
13. 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.
14. Rights of owners of land bordering on the Willow Creek in respect to the uninterrupted flow of the water.

**END OF SCHEDULE B, PART II**

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
  - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
  - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
  - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
  - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
  - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
  - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I—Requirements; and
  - f. Schedule B, Part II—Exceptions; and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

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**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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## PRIVACY STATEMENT

American Title Guaranty ("The Company") respects the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains the Company's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. The Company follows the privacy practices described in this Privacy Statement and, depending on the business performed, The Company may share information as described herein.

### **Personal Information Collected**

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

### **Disclosure of Personal Information**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures.

Disclosures may include, without limitation, the following:

- To insurance companies, agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process. In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We may also disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities is to record documents in the public domain. Such documents may contain your Personal Information.

**Disclosure to Affiliated Companies**

We are permitted by law to share your name, address and facts about your transaction with other companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

**Disclosure to Nonaffiliated Third Parties**

We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

**Confidentiality and Security of Personal Information**

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

**Access to Personal Information/**

**Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out who your Personal Information has been disclosed to, and request correction or deletion of your Personal Information. However, the Company's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer  
American Title Guaranty  
2045 Aberdeen Court  
Sycamore, IL 60178

**Changes to this Privacy Statement**

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. The effective date of this Privacy Statement is May 1, 2014, which indicates the last time this Privacy Statement was revised or materially changed.

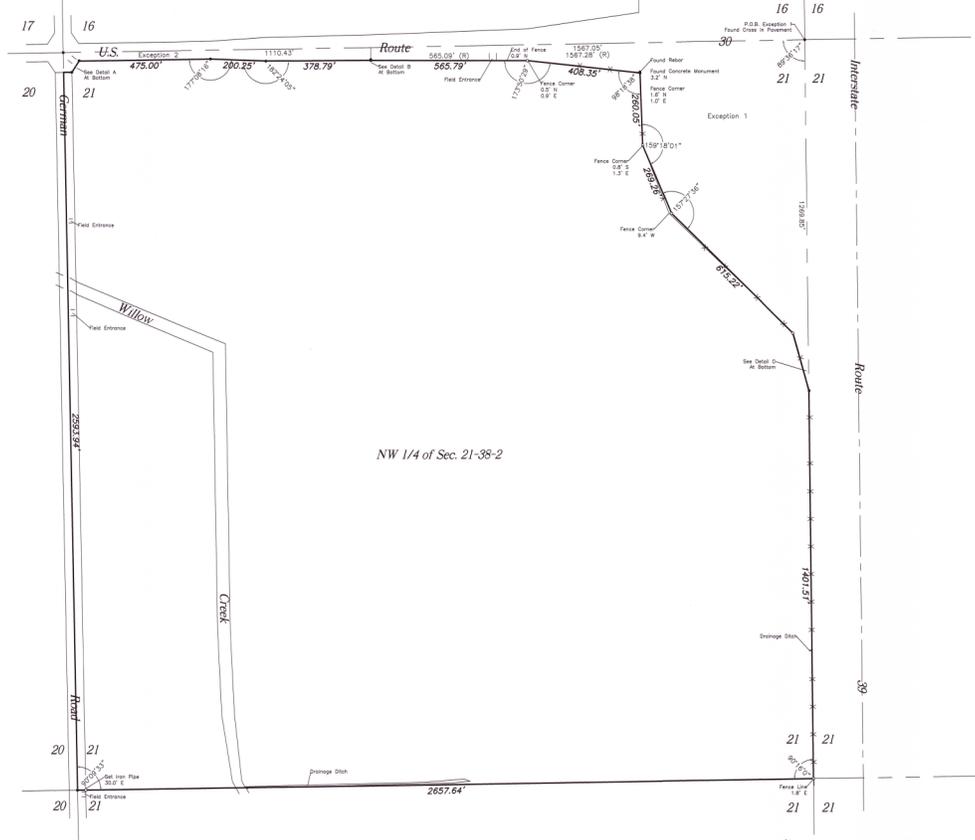
# PLAT AND CERTIFICATE OF SURVEY

THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN THE COUNTY OF LEE AND STATE OF ILLINOIS;

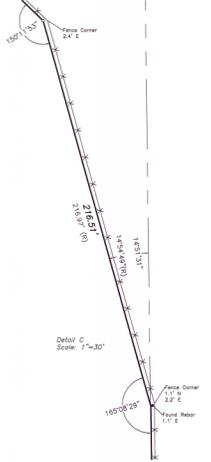
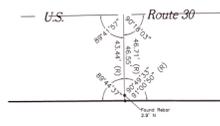
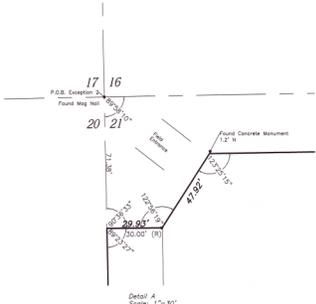
EXCEPTING THEREFROM THE FOLLOWING: A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LEE COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:  
 BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE SOUTHERLY ALONG THE EAST LINE OF THE NORTHWEST QUARTER A DISTANCE OF 1269.85 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE WITH THE LAST DESCRIBED COURSE OF 14°51'31" (14°54'48" RECORD), MEASURED COUNTERCLOCKWISE, A DISTANCE OF 216.51 FEET (216.97 FEET RECORD) TO A POINT; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE WITH THE LAST DESCRIBED COURSE OF 209°48'07" (209°48'31" RECORD), MEASURED COUNTERCLOCKWISE, A DISTANCE OF 615.22 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE WITH THE LAST DESCRIBED COURSE OF 157°27'56", MEASURED COUNTERCLOCKWISE, A DISTANCE OF 269.26 FEET TO A POINT; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE WITH THE LAST DESCRIBED COURSE OF 159°18'01", MEASURED COUNTERCLOCKWISE, A DISTANCE OF 240.05 FEET TO A POINT; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE WITH THE LAST DESCRIBED COURSE OF 261°41'22" (261°39'09" RECORD), MEASURED COUNTERCLOCKWISE, A DISTANCE OF 408.35 FEET TO A POINT; THENCE WESTERLY ALONG A LINE FORMING AN ANGLE WITH THE LAST DESCRIBED COURSE OF 186°09'11", MEASURED COUNTERCLOCKWISE, A DISTANCE OF 565.79 FEET (565.05 FEET RECORD) TO A POINT; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE WITH THE LAST DESCRIBED COURSE OF 90°49'33" (91°00'50" RECORD), MEASURED COUNTERCLOCKWISE, A DISTANCE OF 46.55 FEET (46.71 FEET RECORD) TO A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE EASTERLY ALONG SAID NORTH LINE A DISTANCE OF 1567.05 FEET (1567.28 FEET RECORD) TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM THE FOLLOWING: A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN LEE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE EASTERLY ON THE NORTH LINE OF SAID NORTHWEST QUARTER, SAID LINE HAVING A BEARING OF NORTH 87°46'10" EAST, A DISTANCE OF 1110.43 FEET TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF A PUBLIC HIGHWAY DESIGNATED F.A. ROUTE 525 (U.S. ROUTE 30); THENCE SOUTHERLY ON A LINE HAVING A BEARING OF SOUTH 2°07'28" EAST, A DISTANCE OF 46.55 FEET (43.44 FEET RECORD) TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF A PUBLIC HIGHWAY DESIGNATED F.A. ROUTE 525 (U.S. ROUTE 30); THENCE WESTERLY ON A LINE HAVING A BEARING OF SOUTH 88°22'13" WEST, A DISTANCE OF 378.79 FEET TO A POINT; THENCE WESTERLY ON A LINE HAVING A BEARING OF SOUTH 87°52'34" WEST, A DISTANCE OF 475.00 FEET TO A POINT; THENCE SOUTHWESTERLY ON A LINE HAVING A BEARING OF SOUTH 31°17'48" WEST, A DISTANCE OF 479.92 FEET TO A POINT; THENCE WESTERLY ON A LINE HAVING A BEARING OF SOUTH 87°52'34" WEST, A DISTANCE OF 29.83 FEET (30.00 FEET RECORD) TO A POINT IN THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTHERLY ON SAID WEST LINE OF THE NORTHWEST QUARTER, SAID LINE HAVING A BEARING OF NORTH 2°19'26" WEST, A DISTANCE OF 71.38 FEET TO THE POINT OF BEGINNING.  
 CONTAINS 149.95 ACRES

ADDRESS: GERMAN ROAD & US ROUTE 30, STEWARD, IL 60553  
 PIN: 21-12-21-100-001



NW 1/4 of Sec. 21-38-2



- LEGEND
- Boundary of property surveyed
  - Found rebar
  - Set iron pipe
  - P.O.B. Point of beginning
  - (R) Record dimension

STATE OF ILLINOIS }  
 COUNTY OF DEKALB } SS

THIS IS TO CERTIFY THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY I HAVE MADE OF PROPERTY HEREON SHOWN AND DESCRIBED. ALL DISTANCES SHOWN IN FEET AND DECIMALS THEREOF. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.  
 FIELD WORK COMPLETED FEBRUARY 6TH, 2026, WITNESS MY HAND AND SEAL AT DEKALB, ILLINOIS THIS 11TH DAY OF FEBRUARY, 2026.

*L.A. Deon*  
 LESLIE AARON DOOGS  
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3833  
 LICENSE EXPIRATION DATE: NOVEMBER 30TH, 2026



JADE Hanna Surveyors  
 155 N 3rd Street  
 Okauch, IL 60115  
 (815) 756-2189  
 info@jadesurveyors.com  
 License No. 184006622

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

This agreement is entered into between:

Seller: Nancy Herrmann Snook, Executor of the Estate of Paul V. Herrmann  
Mailing Address: 51 Oak Park Road, Bloomington, IL 61701

Buyer: \_\_\_\_\_

Mailing Address \_\_\_\_\_, who agrees to purchase the following described real estate in Lee County, Illinois, and legally described as:

**[SEE ATTACHED LEGAL DESCRIPTION and PINs]**

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 for 149.95 Surveyed Acres	\$ _____
Earnest Money Deposit <u>10%</u>	\$ _____
Balance Due at Closing subject to adjustments provided herein	\$ _____

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

A. Cash

**3. CLOSING AND POSSESSION**

This Contract shall be closed on or before April 16, 2026, 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.

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 shall be given at closing.

**4. CLOSING COSTS**

- (a) Seller shall pay the following closing costs: (i) title search fees and title insurance premium for 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 (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(s); (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 - Drainage Taxes and Special Assessment**

The 2025 real estate taxes, special assessments, and drainage taxes, if any, due and payable in 2026 shall be paid by Seller.  
The 2026 real estate taxes, special assessments, and drainage taxes, if any, due and payable in 2027 shall be paid by Buyer.  
The Buyer shall be credited for the 2025 real estate taxes and assessments at closing, based upon the most current and available information, including confirmed multipliers. If Buyer receives a credit at closing, payment of said taxes and assessments for which the credit is applicable is now the responsibility of the Buyer.

**6. CROPS AND EXPENSES**

Seller shall receive the Landowner share of the crops or 100% of the cash rent for the 2025 crop year.  
Buyer shall receive the Landowner share of crops or 100% of the cash rent for the 2026 crop year.

## 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 not currently a farm tenant in possession of the Property. The farm is free of leases for the 2026 crop year.

## 9. CONVEYANCE

A. At closing Seller shall convey and transfer the Property to Buyer by Executor's Deed, which instruments shall be subject to the exceptions permitted herein. 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 X / Buyer \_\_\_\_\_.

C. Recording fees imposed on the recording of the deed(s) shall be paid by Seller \_\_\_/Buyer X.

## 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 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. Notwithstanding the foregoing, Seller makes no representations regarding the status or condition of any well or septic system (or lack thereof) related to 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. 18080 dated February 11, 2026, which Survey the Buyer accepts as the Survey for this transaction. 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."

## 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.

## 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 a Commitment Date of January 14, 2026, with a time-stamp of January 27, 2026, at 08:35 AM (Commitment No. CRE-ATC-26-60008-LE), 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 Contract, the prevailing party shall be entitled to recover reasonable attorney fees, costs, and expenses from the non-prevailing party.

**16. COMMISSION**

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 in the amount of \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_) shall be tendered to Escrowee on or before **within 24 hours** after Date of Auction for the mutual benefit of the parties and shall be disbursed according to the terms of the Earnest Money Escrow Agreement, which is attached hereto.

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

**1031 EXCHANGE:** Either or both parties hereto may desire to exchange other property of like kind and qualifying use, within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Regulations promulgated under the Code, for fee simple title in and to the Property described in this Agreement. Accordingly, each party expressly reserves the right to assign its rights, but not its obligations, under this Agreement to a Qualified Intermediary, as prescribed in Code Regulation 1.1031(k) 1 (g)(4), at or prior to the closing date. All expenses associated with the tax exchange will be the sole obligation of the exchanging party. The non-exchanging party agrees to cooperate with the other's reasonable requests in connection with such tax 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.** 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.

**21. CONTRACT ACCEPTANCE PERIOD**

This Contract shall be deemed accepted by the parties on \_\_\_\_\_, herein the "Date of Acceptance").

[SEE ATTACHED SIGNATURE PAGES]

**BUYER:**

\_\_\_\_\_  
**Signature**

**Print Name:** \_\_\_\_\_

**By:** \_\_\_\_\_

\_\_\_\_\_  
**Date**

**Buyer Address :** \_\_\_\_\_

**Buyer Email Address:** \_\_\_\_\_

**BUYER'S ATTORNEY:**

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

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

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

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

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

**SELLER:**

**Estate of Paul V. Herrmann**

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**By: Nancy Herrmann Snook, Executor**

**SELLER'S ATTORNEY:**

**Charles G. Brown  
Brown Law Group, LLC  
Address: 301 Lincoln Hwy, DeKalb, IL 60115  
Phone: 815-756-6328  
Email: cbrown@brownlawdekalb.com**

Real Estate Broker for this transaction is:

**Mark Mommsen**  
**MGW Martin, Goodrich, Waddell, Inc.**  
**2020 Aberdeen Court, Sycamore, IL 60178**  
**815-901-4269**  
**mark.mommsen@mgw.us.com**

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.

## LEGAL DESCRIPTION

The Northwest Quarter of Section 21, Township 38 North, Range 2 East of the Third Principal Meridian, situated in the County of Lee and State of Illinois;

EXCEPTING THEREFROM the following: A parcel of land in the Northwest Quarter of Section 21, Township 38 North, Range 2 East of the Third Principal Meridian, in Lee County, Illinois bounded and described as follows, to-wit:

Beginning at the Northeast corner of the Northwest Quarter of said Section 21; thence Southerly along the East line of the Northwest Quarter a distance of 1269.85 feet to a point; thence Northwesterly along a line forming an angle with the last described course of  $14^{\circ}54'49''$ , measured counterclockwise, a distance of 216.97 feet to a point; thence Northwesterly along a line forming an angle with the last described course of  $209^{\circ}46'31''$ , measured counterclockwise, a distance of 615.22 feet to a point; thence Northwesterly along a line forming an angle with the last described course of  $157^{\circ}27'36''$ , measured counterclockwise, a distance of 269.26 feet to a point; thence Northerly along a line forming an angle with the last described course of  $159^{\circ}18'01''$ , measured counterclockwise, a distance of 260.05 feet to a point; thence Westerly along a line forming an angle with the last described course of  $261^{\circ}39'09''$ , measured counterclockwise, a distance of 408.35 feet to a point; thence Westerly along a line forming an angle with the last described course of  $186^{\circ}09'31''$ , measured counterclockwise, a distance of 565.09 feet to a point; thence Northerly along a line forming an angle with the last described course of  $91^{\circ}00'50''$ , measured counterclockwise, a distance of 46.71 feet to a point on the North line of said Northwest Quarter; thence Easterly along said North line a distance of 1567.28 feet to the point of beginning;

ALSO EXCEPTING THEREFROM the following: A parcel of land in the Northwest Quarter of Section 21, Township 38 North, Range 2 East of the Third Principal Meridian, situated in Lee County, Illinois, described as follows:

Beginning at the Northwest corner of the Northwest Quarter of said Section 21; thence Easterly on the North line of said Northwest Quarter, said line having a bearing of North  $87^{\circ}46'10''$  East, a distance of 1110.43 feet to a point; thence Southerly on a line having a bearing of South  $2^{\circ}07'28''$  East, a distance of 43.44 feet to a point in the Southerly right-of-way line of a public highway designated F.A. Route 573 (U.S. Route 30); thence Westerly on a line having a bearing of South  $88^{\circ}22'13''$  West, a distance of 378.79 feet to a point; thence Westerly on a line having a bearing of North  $89^{\circ}15'42''$  West, a distance of 200.25 feet to a point; thence Westerly on a line having a bearing of South  $87^{\circ}52'34''$  West, a distance of 475.00 feet to a point; thence Southwesterly on a line having a bearing of South  $31^{\circ}17'49''$  West, a distance of 47.92 feet to a point; thence Westerly on a line having a bearing of South  $87^{\circ}52'34''$  West, a distance of 30.00 feet to a point in the West line of said Northwest Quarter; thence Northerly on said West line of the Northwest Quarter, said line having a bearing of North  $2^{\circ}19'26''$  West, a distance of 71.38 feet to the point of beginning.

PIN: 21-12-21-100-001

German Road, Steward, Illinois 60553

**EARNEST MONEY ESCROW AGREEMENT**  
**(Order No. CRE-ATC-26-60008-LE)**

This Earnest Money Escrow Agreement (“**Escrow Agreement**”) dated \_\_\_\_\_ [insert date agreement is last signed by Seller or Buyer] is by and between **Estate of Paul V. Herrmann** of 51 Oak Park Road, Bloomington, IL 61701 (“**Seller**”), and \_\_\_\_\_ (“**Buyer**”); and **American Title Guaranty, Inc.** (“**Escrow Agent**”), whose address is 2045 Aberdeen Court, Suite B, Sycamore, IL 60178.

This Escrow Agreement is executed pursuant to the terms of a certain Contract (the “**Contract**”) between Seller and Buyer pertaining to the sale and purchase of 149.95 Acres in Section 21, Willow Creek Township, Lee County, IL (PIN: 21-12-21-100-001) (address of the “**Property**” being sold).

The parties hereto hereby agree as follows:

1. Buyer shall deposit with Escrow Agent, pursuant to the terms of the Contract and in conjunction with the execution of this Escrow Agreement, the sum of \_\_\_\_\_ and 00/100 Dollars (\$ \_\_\_\_\_ .00) (referred to herein as the “**Earnest Money**”). If and when additional funds (the “**Additional Sum**”) are deposited with Escrow Agent pursuant to the Contract, if any, such Additional Sum shall become a part of the Earnest Money and be subject to all the terms and conditions of this Escrow Agreement.

2. Except as set forth in Paragraph 5, or 7 below, the Earnest Money deposited herein shall be disbursed by Escrow Agent only pursuant to a joint written direction executed by Seller and Buyer or their respective legal representatives.

3. Except for deposits of funds for which Escrow Agent has received express written direction concerning investment or other handling, the parties hereto agree that the Escrow Agent shall be under no duty to invest or reinvest any deposits at any time held by Escrow Agent pursuant to this Escrow Agreement. Such funds will not earn interest unless the instructions otherwise specifically state that funds shall be deposited in an interest-bearing account. All funds received in this escrow shall be deposited with other escrow funds in Escrow Agent’s general escrow account.

**NOTICE OF OPPORTUNITY:** You have the opportunity to earn interest on your escrowed funds by requesting Escrow Agent to set up an interest bearing account on your behalf. Escrow Agent will inform you of any fees it will charge and documents that are required to establish the account. Interest earned is dependent upon the amount of the deposit, the time of deposit and the prevailing interest rate at the time.

4. Seller and Buyer shall indemnify and hold harmless Escrow Agent with respect to all costs and expenses incurred by Escrow Agent including reasonable attorneys’ fees by reason of Escrow Agent being a party to this Escrow Agreement, except any such costs and expenses (a) incurred by Escrow Agent as a result of any failure by Escrow Agent to perform its obligations

under this Escrow Agreement or (b) arising out of the gross negligence or willful misconduct of Escrow Agent.

5. At the closing of the transaction contemplated by the Sales Contract, the Earnest Money shall be paid to Seller and credited against the Purchase Price (as defined in the Sales Contract).

6. In the event of any disagreement between Seller and Buyer or any other person resulting in claims and demands being made in connection with the Earnest Money held pursuant to the terms of this Escrow Agreement, Escrow Agent shall refuse to comply with the claims or demands as long as such disagreement shall continue and shall not deliver or disburse the Earnest Money, and shall not be liable in any way to any person for its failure or refusal to comply with conflicting or adverse demands. Escrow Agent shall be entitled to continue to refrain and refuse to act until it receives a joint written direction executed by Seller and Buyer or their respective legal representatives; or a certified or file-stamped copy of a court order resolving the disagreement or directing a specific distribution of all or any portion of the Earnest Money. Upon receipt of any of the above, Escrow Agent shall promptly act according to its terms, and shall be relieved from any duty, responsibility, or liability arising from the adverse claims, demands, or from the terms of this Escrow Agreement.

7. In the event of any disagreement between Seller and Buyer or any other person resulting in adverse claims and demands being made in connection with the Earnest Money, Escrow Agent may commence an interpleader action and deposit the Earnest Money with a court of competent jurisdiction and in such event shall be relieved of any and all further liability to Buyer and Seller. Any and all expense, including reasonable attorneys' fees and other costs and expenses, incurred by Escrow Agent relating to the commencement of an interpleader action shall be the responsibility of Buyer and Seller.

8. Upon completion of the disbursement of the Earnest Money, Escrow Agent shall be released and discharged of its escrow obligations under this Escrow Agreement.

9. In the event of any conflict between this Escrow Agreement and the Sales Contract, as between Seller and Buyer, the Sales Contract shall govern; however, Escrow Agent shall be entitled at all times to rely solely on and act in accordance with the provisions of this Escrow Agreement.

10. Any notice, demand or request, consent or approval ("**Notice**") that may be permitted, required, or desired to be given in connection with this Escrow Agreement shall be given in writing to Seller, Buyer and Escrow Agent at the addresses stated herein. Notices shall be either (i) personally delivered (including delivery by Federal Express, or other similar courier service) to the addresses stated herein, in which case they shall be deemed delivered on the date of delivery to said addresses, (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless the delivery is refused or delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the United States mail. Any party may by written notice to the other parties given as provided in this Escrow Agreement change its address for service of Notice.

11. Buyer shall pay any investment fee. If funds have not been disbursed within six months of the date hereof Escrow Agent shall be entitled to an annual fee of \$ 100 for the service of providing this escrow which may be deducted and paid from the sums deposited hereunder.

12. Escrow Agent will be paid an Escrow Service Fee in the amount of \$ 100. This fee will be waived upon closing of escrow for the purchase of the property referenced herein. In the event the parties do not proceed to close, this fee will be deducted from the sums deposited hereunder.

13. This Escrow Agreement may be executed, electronically and in multiple counterparts, each of which shall constitute an original, and together shall constitute the Escrow Agreement.

14. IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date first written above.

**Seller:**

**Estate of Paul V. Herrmann**

\_\_\_\_\_  
By: **Nancy H. Snook**, Sole Executor

**Buyer:**

\_\_\_\_\_  
By : \_\_\_\_\_

\_\_\_\_\_  
DOES HEREBY ACKNOWLEDGE RECEIPT  
OF THE DEPOSIT TO BE HELD PURSUANT TO THE TERMS OF THIS ESCROW

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date of Receipt: \_\_\_\_\_



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