

**REAL ESTATE SALE CONTRACT ENTERED INTO BY
PARTIES FOLLOWING PUBLIC AUCTION**

THIS CONTRACT shall be effective as of February 16, 2024, by and between **DANIEL A. TRICKEY** herein referred to as "Seller", and _____, herein referred to as "Buyer."

1. Pursuant to and subject to the terms set forth in that certain advertisement of sale, a copy of said terms being attached hereto and made a part hereof as **APPENDIX 1**, the Seller offered for sale at public auction the real estate described in **APPENDIX 2** hereof, and the Buyer was the highest and best bidder at said sale.

2. Seller agrees to convey to the Buyer, or the Buyer's nominee, by sufficient deed, the real estate described in said **APPENDIX 2**, subject to the terms and conditions as set forth in said **APPENDIX 1** and as stated herein.

3. Buyer agrees to purchase said real estate subject to the foregoing and all provisions of this Contract for the total purchase price of \$ _____, said sum being the amount of Buyer's bid at said auction sale, payable as follows:

(a) Ten percent of the purchase price, being the sum of \$ _____, shall be paid upon signing this Contract to West State Title Company as escrow agent.

(b) The balance shall be paid by wire transfer at the Closing.

4. The Buyer herewith directs that the Grantee(s) in said deed be designated as follows: _____.

5. Closing shall be on, or before, **March 19, 2024**, and shall take place at West State Title Company, located at 230 W. State St., Jacksonville, IL 62650. Possession shall be transferred at closing.

6. The Seller shall convey merchantable title, subject to the following: Building, use and zoning restrictions, real estate taxes not yet delinquent; special assessments levied after the date hereof; public streets and highways as now located; covenants, conditions and restrictions of record, if any; easements, if any; rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes; zoning, building and use restrictions; facts an accurate survey would disclose; and those matters set forth in the minimum commitment for the real estate attached as **APPENDIX 3**.

7. Default: If either party defaults in the performance of this Contract, time being of the essence, then (a) if Buyer defaults, Seller may terminate this Contract and recover possession of the premises including any improvements made by Buyer and retain the earnest money as liquidated damages, or at Seller's option, pursue any other non-monetary remedy available, including declaring the balance due and payable and suing

TRACT 1

for specific performance of this Contract; or (b) if Seller defaults, Buyer may terminate this Contract, or at Buyer's option proceed with a suit for specific performance of this Contract.

8. Counterparts/Electronic Signatures: To facilitate execution, this Contract may be executed in as many counterparts as may be required; and it shall not be necessary that the signature of each party appear on each counterpart; but it shall be sufficient that the signature of each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single document. The parties acknowledge that photocopies of this Contract which have been executed by the parties hereto shall be binding upon the parties as if such photocopies were originals regardless of whether such photocopies, including facsimile copies, have been delivered by personal service, regular mail, electronic mail delivery, facsimile transmission or otherwise. The parties agree that this Contract may be executed and delivered by electronic signatures and, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign).

9. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors, and assigns of the parties hereto. If there is more than one Buyer, then each buyer shall be jointly and severally obligated under the provisions of this Contract.

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SIGNATURE PAGE TO FOLLOW

SELLER

BUYER

DANIEL A. TRICKEY

Address for Real Estate Tax Bill(s):

Phone Number:

Lender for Buyer (if any):

Attorney for Seller:
Bradley W. Wilson
Rammelkamp Bradney, P.C.
232 West State Street, P.O. Box 550
Jacksonville, IL 62651
(217) 245-6177

Attorney for Buyer:

APPENDIX 1

Auction Procedure

The property will be offered in two separate tracts. Tracts will be offered Buyer's Choice. The successful bidder after the first round of bidding will have the option to select either or both tracts. Once selected, tracts will not be offered again, in any combination.

Bidding will be in terms of dollars per acre. The auction will be conducted live, in person and remote online bidding will be available. There are no online (or in-person) buyer's fees.

Terms

Successful bidders will be required to sign a Real Estate Contract and make a 10% non-refundable earnest money deposit at the immediate conclusion of the auction. The balance of the purchase price will be due at closing on or before March 18, 2024. Bidding/purchase is not subject to financing or other contingencies.

Seller will provide title insurance. Seller shall pay estimated 2023 real estate taxes due in 2024 and shall escrow funds with the closing agent for this purpose. Buyer shall be responsible for 2024 taxes due in 2025.

Buyer(s) will receive full possession upon closing. 2024 farming and hunting rights are open.

Property and all improvements sell as-is with no guarantees or warranties. All information, acreage figures, maps, and representations provided are approximate and are subject to change. Prospective bidders are welcomed and encouraged to fully inspect the property at their convenience, and all related information to their satisfaction prior to bidding at the auction. Auction day announcements supersede prior information.

Online bidding is provided as a convenience to Bidder. Under no circumstances shall Bidder have any kind of claim against Curless Auction or anyone else if the Internet, phone or computer service fails to work correctly before or during the auction. Curless Auction will not be responsible for any missed bids from any source.

APPENDIX 2

All that part of the West Half (W ½) of the Northeast Quarter (NE¼), in Section Seventeen (17), Township Eighteen (18) North, Range Ten (10) West of the Third Principal Meridian, lying Southerly of the centerline of Chandlerville Road as it is currently located; Situated in Cass County, Illinois.

EXCEPT the following described property:

One-half (½) acre, used for cemetery purposes in the Northwesterly portion of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section Seventeen (17), Township Eighteen (18) North, Range Ten (10) West of the Third Principal Meridian; All in Section Seventeen (17), Township Eighteen (18) North, Range Ten (10) West of the Third Principal Meridian, Cass County, Illinois.

Parcel Numbers: 10-015-007-06 and Part of 10-015-007-03

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Rammelkamp Bradney, P.C.
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APPENDIX 2

Parcel 1

All that part of the East Half (E ½) of the Northeast Quarter (NE¼), in Section Seventeen (17), Township Eighteen (18) North, Range Ten (10) West of the Third Principal Meridian, lying Southerly of the centerline of Chandlerville Road as it is currently located and lying Westerly of the centerline of a creek; Situated in Cass County, Illinois. Said centerline of the creek is referenced in a certain Boundary Survey of the real estate lying Easterly of the centerline of the creek as recorded on March 21, 2017 as Document No. 173621 in the Recorder of Deeds Office of Cass County, Illinois.

Parcel 2

The Northeast Quarter (NE¼) of the Southeast Quarter (SE¼), in Section Seventeen (17), Township Eighteen (18) North, Range Ten (10) West of the Third Principal Meridian, Cass County, Illinois.

Parcel 3

All that part of the following lying Westerly of the centerline of a creek: the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼); the North half (N½) of the Southwest Quarter (SW¼); the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼); all in Section Sixteen (16), Township Eighteen (18) North, Range Ten (10) West of the Third Principal Meridian, Cass County, Illinois. Said centerline of the creek is referenced in a certain Boundary Survey of the real estate lying Easterly of the centerline of the creek as recorded on March 21, 2017 as Document No. 173621 in the Recorder of Deeds Office of Cass County, Illinois.

Parcel Numbers: Part of 10-015-007-03, 10-015-012-00, 10-014-012-00, 10-014-014-00, and 10-015-001-00