

CONTRACT FOR SALE OF REAL ESTATE

THIS AGREEMENT made and entered into this 20th day of June, 2018, by and between
DARIN LYNN GENTRY, as Trustee under the HOMER LEON IKERD TRUST DATED
DECEMBER 18, 2012, Party of the First Part, hereinafter referred to as "Seller", and

_____ of _____,

Telephone No. _____, Party of the Second Part, hereinafter called "Buyer",

WITNESSETH:

For and in consideration of the covenants and agreements to be kept and performed by the parties hereto, the Seller does hereby agree to sell and convey to the Buyer, who agrees to purchase the same, the following described real estate, viz.,

Commencing at a point on the South line of Fourth Street in Rollosson's Addition to Dallas City, South of and directly opposite the Southwest corner of Lot No. Nine (9) in Block No. Six (6) of Rollosson's Addition to Dallas City and running in an easterly direction along the South line of Fourth Street seventy-five feet; thence southerly two hundred and fifty-two feet, more or less, to line of road; thence westerly seventy-five feet along the North line of said road; thence northerly two hundred and fifty-two feet, more or less, to the place of beginning, said line running parallel with and corresponding with the line of Lot No. Nine (9) and the West half of Lot No. Ten (10) of Rollosson's Addition to Dallas City, said land lying and being in the Northwest Quarter of Section Two (2) in Township Seven (7) North, Range Seven (7) West of the Fourth Principal Meridian, as shown by survey and plat recorded in the Recorder's Office of Hancock County, Illinois, in Plat Book 5, Page 3, EXCEPTING THEREFROM the South 143 feet of Lot 36 of the subdivision of the North Half of Section 2, Township 7 North, Range 7 West of the Fourth Principal Meridian, as shown by plat of

survey recorded in the Recorder's Office, Hancock County, Illinois, in Surveyor's Record 5, page 49.

Permanent Tax Index No. 04-02-000-135

commonly known as 192 West 4th Street, Dallas City, Illinois 62330.

It is mutually understood and agreed by and between the parties hereto that said real estate is sold and purchased upon the following terms and conditions:

1. The Buyer agrees to pay as the purchase price (highest bid plus 10% buyer's premium, capped at a \$1,000 max) for said real estate the sum of \$_____ as follows: Twenty percent (20%) of said purchase price, being the amount of \$_____ is herewith paid by the Buyer to the Seller, said downpayment to be made payable to the Capps, Ancelet, Rasmussen & Icenogle Real Estate Funds Account ("CARI REFA"), where the same will be held in escrow until time of closing. The balance of the purchase price, being the further sum of \$_____, shall be paid by the Buyer to said Seller on or before July 27, 2018.

2. Within two weeks of the date hereof, Buyer shall notify Seller's Attorney, William A. Rasmussen, at Capps, Ancelet, Rasmussen & Icenogle, 55 South Adams Street, P. O. Box 250, Carthage, Illinois, Phone (217)357-2107, of the name of his Lender, if any, in this transaction, so that said Attorney may contact the Lender to ascertain its requirements with reference to title insurance and to coordinate the closing date and time with the Lender's schedule.

3. Upon the payment of the balance of the purchase price, the Seller shall make, execute, and deliver a good and sufficient Warranty Deed for the conveyance of said real estate to the Buyer (as the Buyer may direct, whether as joint tenants or not).

4. Buyer shall be entitled to enter into possession of said real estate on the date of the payment of the balance of the purchase price.

5. On the execution of this Agreement by Buyer, Seller shall furnish to Buyer a Commitment to insure title in the amount of the bid price. After the recording of the Deed of conveyance from the Seller to the Buyer, Seller shall cause to be delivered to Buyer a Title Insurance Policy issued by Attorneys' Title Guaranty Fund, Inc., in the amount of the purchase price, subject to the usual exceptions contained in such Policies issued in the State of Illinois, and further subject to 2017 and 2018 real estate taxes, due and payable respectively in 2018 and 2019, and to any lien which Buyer may cause to be placed against said real estate.

6. 2017 real estate taxes payable in 2018, based on Assessor's estimation, will be \$-0-. 2018 taxes payable in 2019, based on Assessor's estimation, will be \$1,830.00. The 2018 taxes payable in 2019 shall be pro-rated to date of closing based on Assessor's estimation and shall be paid by Seller to Buyer at time of closing. Buyer shall then be responsible for payment of all such taxes when the same become due. Buyer accepts said amount in full satisfaction of Seller's liability for such taxes and holds Seller harmless from any further liability therefor.

7. Buyer acknowledges that the real estate is being sold "As Is" and waives receipt of the following disclosure forms:

- A. Residential Disclosure Form;
- B. Lead Based Paint Disclosure Form;
- C. Mold Disclosure Form;
- D. Radon Information Form.

8. Time is of the essence, and in the event the Buyer shall fail to pay the balance of the purchase price in the time and manner herein provided, or shall otherwise fail to perform all

obligations imposed on Buyer herein, then this Contract shall be automatically terminated and Seller shall retain the downpayment as and for liquidated damages and Buyer shall thereafter have no right, title, or interest in and to said real estate.

9. The word "Buyer" as used herein shall include all persons whose signatures appear as purchasers of the above described real estate, and the use of the singular herein shall include the plural.

This Agreement is executed in three counterparts and each executed counterpart shall be treated as an original for all purposes and shall be binding upon the parties hereto and upon their respective successors in interest. One executed copy of said Contract shall be retained by Seller, one copy by Buyer, and one copy shall be delivered to Seller's Attorney for use in preparing the final closing documents.

WITNESS our hands and seals the day and year first above written.

SELLER:

BUYER:

DARIN LYNN GENTRY, as Trustee under
the HOMER LEON IKERD TRUST
DATED DECEMBER 18, 2012

LENDER CONTACT INFO:



ATTORNEYS' TITLE GUARANTY FUND, INC.

Commitment No. 180040602712

CHAMPAIGN, ILLINOIS

COMMITMENT FOR TITLE INSURANCE

American Land Title Commitment for Title Insurance—adopted August 1, 2016

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST ATTORNEYS' TITLE GUARANTY FUND, INC., (ATG®) 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 ATG TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO ATG, WERE PERFORMED SOLELY FOR THE BENEFIT OF ATG, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

ATG'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. ATG 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, Attorneys' Title Guaranty Fund, Inc., (ATG) 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 ATG has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by ATG or its issuing agent that may be in electronic form].

ATTORNEYS' TITLE GUARANTY FUND, INC.

ATG® COMMITMENT FORM – SCHEDULE A

Transaction Identification Data for reference only:

Commitment No.: 180040602712
Issuing Agent: Capps, Ancelet, Rasmussen & Icenogle
Issuing Office's
ALTA® Registry ID: 1138096
Issuing Office File No.: Ikerd Auction
Property Address: 192 West 4th Street
Dallas City, IL 62330
ATG licenses: Illinois: TU.0000002 Wisconsin: 000-51560

1. Commitment Date: June 19, 2018 at 8:45 am
2. Policy or policies to be issued:
 - a. ☒ 2006 ALTA Owner's Policy
Proposed Insured: HIGHEST BIDDER AT JUNE 20, 2018, PUBLIC AUCTION

Proposed Policy Amount:
 - b. ☐ 2006 ALTA Loan Policy
Proposed Insured:
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment: is a Fee Simple
4. The Title is, at the Commitment Date, vested in:
HOMER LEON IKERD TRUST DATED DECEMBER 18, 2012
5. The Land is described as follows:

Commencing at a point on the South line of Fourth Street in Rolloson's Addition to Dallas City, South of and directly opposite the Southwest corner of Lot No. Nine (9) in Block No. Six (6) of Rolloson's Addition to Dallas City and running in an easterly direction along the South line of Fourth Street seventy-five feet; thence southerly two hundred and fifty-two feet, more or less, to line of road; thence westerly seventy-five feet along the North line of said road; thence northerly two hundred and fifty-two feet, more or less, to the place of beginning, said line running parallel with and corresponding with the line of Lot No. Nine (9) and the West half of Lot No. Ten (10) of Rolloson's Addition to Dallas City, said land lying and being in the Northwest Quarter of Section Two (2) in Township Seven (7) North, Range Seven (7) West of the Fourth Principal Meridian, as shown by survey and plat recorded in the Recorder's Office of Hancock County, Illinois, in Plat Book 5, Page 3, EXCEPTING THEREFROM the South 143 feet of Lot 36 of the subdivision of the North Half of Section 2, Township 7 North, Range 7 West of the Fourth Principal Meridian, as shown by plat of survey recorded in the Recorder's Office, Hancock County, Illinois, in Surveyor's Record 5, page 49.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by ATG or its issuing agent that may be in electronic form.

Capps, Ancelet, Rasmussen & Icenogle
55 S. Adams Street,
PO Box 250
Carthage, IL 62321-0250
(217) 357-2107

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Member No.

Signature of Member or Authorized Signatory

ATG® COMMITMENT FORM – SCHEDULE B

Commitment No.: 180040602712

Commitment Date: June 19, 2018 at 8:45 am

State Issued: IL

File Name: Ikerd Auction

PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify ATG® 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. ATG may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy.
4. Documents satisfactory to ATG that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The following additional requirements must be satisfied at or prior to the closing:
 - a. The borrower and seller must bring a valid government issued photo ID bearing their signature to the closing.
 - b. Each seller must provide a valid forwarding address and social security number to be submitted to the IRS for 1099 purposes.
 - c. Payoff letters must be current and not subject to additional terms. We reserve the right to verify payoff figures prior to disbursement. Any additional funds required to satisfy a lien in full must be deposited by the parties involved immediately.
 - d. All funds brought to closing must be in the form of wire transfer, certified check, or cashier's check.
6. The Good Funds provision of the Illinois Title Insurance Act (215 ILCS 155/26) became effective January 1, 2010. This law imposes stricter rules on the type of funds that can be accepted for real estate closings and requires wired funds in many circumstances. Contact your settlement agent to confirm the type of funds that are required for your transaction.
7. Per Illinois law, for closings on or after January 1, 2011, ATG will issue Closing Protection Letters to the parties to the transaction if it is closed by ATG or its approved title insurance agent.
8. If you are a lender, your ATG Closing Protection Letter will be valid only if you receive it in one of the following two ways:
 - (1) as an email from the domain "@atgf.com," or
 - (2) as a fax from fax number 312.372.9509 or 217.403.7401.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by ATG or its issuing agent that may be in electronic form.

Capps, Ancelet, Rasmussen & Icenogle
55 S. Adams Street,
PO Box 250
Carthage, IL 62321-0250
(217) 357-2107

406

Member No.



Signature of Member or Authorized Signatory

ATG® COMMITMENT FORM – SCHEDULE B

Commitment No.: 180040602712

PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

Standard Exceptions

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or 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; and
5. Taxes or special assessments that are not shown as existing liens by the Public Records.

Special Exceptions

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the Commitment Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any Loan Policy issued pursuant to this Commitment will be subject to the following exceptions (a) and (b), in the absence of the production of the data and other matters contained in the ATG ALTA Statement form or an equivalent form:
 - a. 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;
 - b. Consequences of the failure of the lender to pay out properly the whole or any part of the loan secured by the mortgage described in Schedule A, as affecting: (i) the validity of the lien of said mortgage; and (ii) the priority of the lien over any other right, claim, lien, or encumbrance that has or may become superior to the lien of said mortgage before the disbursement of the entire proceeds of the loan.
3. Any Owner's Policy issued pursuant to this Commitment will be subject to the following exception:

The property address listed on Schedule A is provided solely for informational purposes, without warranty as to accuracy or completeness, and is not hereby insured and is not included in the Land as defined in Condition 1.

4. Real Estate Taxes for the year 2017 and subsequent years.
Permanent Tax Index No. 04-02-000-135
2016 Real Estate Taxes in the amount of \$-0-
Exemptions: Homestead \$6,000, Senior Homestead \$5,000, Senior Freeze \$-0-
5. Rights of the public in and to any part of said real estate taken or used for roadway purposes or utility easements; questions of Survey; and all Zoning Ordinances of any Governmental Authority affecting said real estate.
6. Rights of parties in possession, if any other than the owner(s).

End of Schedule B

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by ATG pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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 ATG's liability and obligation end.

3. ATG'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;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by ATG or its issuing agent that may be in electronic form.

4. ATG'S RIGHT TO AMEND

ATG may amend this Commitment at any time. If ATG 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 ATG is limited by Commitment Condition 5. ATG shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) ATG's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between ATG'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 ATG's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) ATG shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify ATG about it in writing.

- (c) ATG will only have liability 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) ATG's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) ATG shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall ATG be 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 ATG.
- (g) In any event, ATG's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 ATG.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and ATG's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is ATG's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not ATG's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

ATG may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that ATG 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. ARBITRATION

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