

AGREEMENT FOR DEED

1. **Parties:**

a) Name and address of Seller:

VIRGINIA M. NIEMEIER
DECLARATION OF TRUST dated
August 30, 1991
Alan D. Niemeier, Trustee
David M. Niemeier, Trustee
c/o Lyle A. Krug, Attorney
Plager, Krug, Bauer, Rudolph & Stodden,
Ltd.
10 N. Galena, Suite 300
Freeport, IL 61032
lkrug@plager-law.com

and

MELVIN E. NIEMEIER TRUST dated
August 30, 1991
Alan D. Niemeier, Trustee
David M. Niemeier, Trustee
c/o Lyle A. Krug, Attorney
Plager, Krug, Bauer, Rudolph & Stodden, Ltd.
10 N. Galena, Suite 300
Freeport, IL 61032
lkrug@plager-law.com
hereinafter referred to as "Seller"

b) Name and address of Buyer:

hereinafter referred to as "Buyer"

2. **General Agreements.**

Seller agrees to sell, and Buyer agrees to buy the land and appurtenant rights herein described, at the price and on the terms herein set forth. The land and appurtenances

will be conveyed at closing by Seller to Buyer in fee simple free from all encumbrances whatever, except as hereinafter provided, by a good and sufficient stamped Trustee's Deed subject only to the following "permitted exceptions," if any:

- a) General real estate taxes not yet due and payable;
- b) Special assessments confirmed after this Agreement date;
- c) Building, building line and use or occupancy restrictions, conditions and covenants of record;
- d) Zoning laws and ordinances;
- e) Easements of record;
- f) Drainage ditches, feeders, laterals and drain tile, pipe or other conduit;
- g) Rights of the public, State of Illinois and the municipality in and to that part of the premises in question taken, used or dedicated for roads or highways.

3. **Legal Description of Property.**

The South Half (S1/2) of the North West Quarter (NW1/4) of Section Number Nine (9), in Township Number Twenty-eight (28) North, Range Five (5) East of the Fourth Principal Meridian, in the County of Jo Daviess and State of Illinois.

Southeast Quarter of the Northeast Quarter of Section 8, Township 28 North, Range 5 East of the 4th P.M. Situated in the County of Jo Daviess and the State of Illinois.

EXCEPT Part of the Southeast Quarter of the Northeast Quarter of Section 8, Township 28 North, Range 5 East of the Fourth Principal Meridian, Nora Township, County of Jo Daviess and State of Illinois, more particularly described as follows:

Commencing at the Northeast Corner of said Section 8; Thence South 00 degrees 00 minutes 00 Seconds East (an assumed bearing), 1339.50 feet along the East line of the Northeast Quarter of the Northeast Quarter of said Section 8 to the Southeast corner thereof and the point of beginning; Thence South 00 degrees 00 Minutes 00 Seconds East, 374.59 feet along the East line of the Southeast Quarter of the Northeast Quarter of said Section 8; Thence South 90 degrees 00 Minutes 00 Seconds West, 232.48 feet perpendicular to said East line; Thence North 00 degrees 28 Minutes 19 Seconds East, 305.49 feet; Thence North 88 degrees 31 Minutes 13 Seconds West, 376.10 feet; Thence North 04 degrees 43 Minutes 31 Seconds East, 68.42 feet to a point on the North Line of the Southeast Quarter of the Northeast Quarter; Thence South 89 degrees 09 Minutes 41 Seconds East, 600.37 feet along the North line of said Quarter-Quarter to the Northeast corner thereof and the point of beginning.

The Northwest Quarter of the Northeast Quarter, the Northwest Quarter of the Northwest Quarter and the West Half of the Northeast Quarter of the Northwest Quarter, all in Section Nine (9), Township Twenty-Eight (28) North, Range Five (5) East, of the Fourth Principal Meridian. Situated in the County of Jo Daviess in the State of Illinois.

EXCEPT All that part of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 9, Township 28 North, Range 5 East of the 4th P.M., lying Northeasterly of a public road known as Stagecoach Trail, situated in the Township of Nora, County of Jo Daviess and State of Illinois.

Parcel Numbers: 43-11-000-103-11
43-11-000-098-03
43-11-000-096-03
43-11-000-101-00

The 1000 gallon LP tank now on the premises.

4. **Price, Possession, and Closing.**

- a) The purchase price shall be _____ Dollars (\$_____).
- b) A down payment in the amount _____ Dollars (\$_____), receipt of which is acknowledged, subject to due payment of check upon prompt presentment, shall be held in escrow until closing in the Plager, Krug, Bauer, Rudolph & Stodden, Ltd. Trust Account. The escrow deposit will not be subject to a separate written instrument. The escrow deposit will be delivered to Seller at closing upon performance by Seller. In the event of a default by any of the parties, the escrow deposit will be released pursuant to written instructions signed by both Seller and Buyer, or by Court Order. The escrow agent shall be indemnified and held harmless by the parties hereto and receive reimbursement for its attorney fees and costs, as long as the escrow agent acts in good faith. The executed closing statement shall be deemed direction to escrow agent to pay escrow deposit to closing agent for further delivery to Seller.
- c) The balance shall be paid by wire transfer to the closing agent at closing which shall be on or before December 11, 2020, coincident with the delivery of possession and deed and subject to the rights of the existing tenants for the 2020 crop year. Closing shall be at the offices of Security First Title Co., 205 West Stephenson Street, Freeport, Illinois 61032.

5. **Proration of Rent.**

Seller shall be entitled to all rent payable for the 2020 crop year

6. **Real Estate Taxes.**

Buyer shall receive at a closing a credit for general taxes and special assessments, if any, for the entire year 2020 based upon latest then available tax information and shall be responsible for paying the same when they become due without further adjustment.

The Seller hereby warrants that all improvements or changes in exempt status for which notice is required under 35 ILCS 200/9-185 have been reported as required.

Buyer shall pay, without re-proration and adjustment hereunder, any increase in real estate taxes due to improvements by Buyer or changes in exempt status due to Buyer's ownership.

7. **Title Evidence.**

Seller shall at Seller's expense before closing or within a reasonable time thereafter, furnish Buyer with a title insurance policy in the amount of the purchase price subject only to the matters to which this sale is subject by the terms hereof, to the usual exceptions contained in owner's policies issued by the major title insurance companies doing business in Jo Daviess County, Illinois and matters related to Buyer. It is understood that a commitment for title insurance showing title in Seller will be furnished prior to closing with the issuance of the actual owner's policy to follow closing. Liens or encumbrances with a total balance due of an amount not more than the balance due at the time of closing under this Contract shall not constitute material defects in the title if said liens or encumbrances are paid and released at the time of closing.

8. **Condition of the Property.**

Buyer acknowledges that Buyer has inspected the real and personal property which is the subject of this Agreement.

All refuse and items of Personal Property which are not being conveyed to Buyer shall be removed from the Real Estate at Seller's expense before the date of possession, unless otherwise agreed upon. Seller shall surrender possession of the premises in a broom-clean condition.

Buyer acknowledges and agrees to purchase the real and personal property "as is." Buyer acknowledges and agrees that no warranties have been made by Seller nor any

agent of Seller, either oral or written, concerning any matter relating to the real or personal property sold hereunder. The Buyer acknowledges and agrees that upon closing the seller shall transfer and convey to the Buyer and the Buyer shall accept the property "as is, where is, with all faults", except to the extent expressly provided otherwise in this agreement or in any agreement or instrument executed by the seller and delivered to the Buyer at closing.

9. **Radon Inspection.**

Within fourteen (14) days of the date that this Agreement was executed Seller and Buyer, Buyer, at Buyer's sole cost and expense, may cause the Property to be inspected by a professional inspector qualified in the area of radon testing for the purpose of determining the existence of radon in the subject Property. Notice of the results of the radon test shall be given to Seller within the 14-day period. IF BUYER DOES NOT SERVE SUCH WRITTEN NOTICE ON SELLER WITHIN THE TIME SPECIFIED, THIS CONTINGENCY SHALL BE DEEMED TO HAVE BEEN WAIVED BY BUYER.

In the event that the level of picocuries per liter is less than 4, as determined by Buyer's initial test or by a Seller's re-test of the Property, then this condition shall be deemed to be satisfied.

If the level of picocuries per liter is greater than 4, Seller may remedy and re-test the subject Property at Seller's expense. Seller shall give notice to Buyer no later than sixty (60) days after the date of the Agreement indicating whether the Seller has been able to reduce the level of radon to less than 4 picocuries per liter. If Seller is unable or unwilling to reduce the level to less than 4 picocuries per liter, Buyer may request that the Price be reduced by the sum of \$2,500 by giving Seller written notice within seventy (70) days after the date of this Agreement. IF BUYER DOES NOT SERVE SUCH WRITTEN NOTICE ON SELLER WITHIN THE TIME SPECIFIED, THIS CONTINGENCY SHALL BE DEEMED TO HAVE BEEN WAIVED BY BUYER.

Any inconsistency between this paragraph and other provisions in this Agreement of Deed shall be resolved in favor of this paragraph.

The levels of acceptable picocuries reflect the recommendations of the United States Environmental Protection Agency.

10. **Statutory Compliance**

The parties agree to comply with the following federal or state acts when applicable:

- A. Federal Real Estate Settlement Procedure Act (RESPA).
- B. Illinois Real Estate Transfer Tax Act with Seller to pay all transfer taxes due at closing.
- C. The Illinois Smoke Detector Act with Seller to provide all required smoke

- detectors in operating condition.
- D. Carbon Monoxide Alarm Detector Act with Seller to provide required detectors in operating condition.
- E. Illinois Good Funds Act

11. **Receipt of Reports.**

Buyer acknowledges receipt of:

- A. Lead-Based Paint Disclosure Report and the pamphlet
- B. Mold Disclosure Report
- C. Disclosure of Information on Radon Hazards
- D. Radon Testing Guidelines

12. **Notice.**

All notices and demands hereunder shall be in writing. Notice shall be sufficient upon (1) mailing by certified mail and regular mail, postage prepaid, or (2) personal delivery of notice or demand to the parties at the addresses above. Any notice or demand mailed as provided herein shall be deemed to have been given or made on the date of mailing. Notice to any one of a multiple person party shall be sufficient notice to all.

13. **Pre-Closing Inspection.**

At a prearranged reasonable time within forty-eight hours prior to closing, Buyer shall have the right to inspect the premises and other property sold hereunder.

14. **Default.**

If Buyer fails to perform any of Buyer's obligations hereunder, the down payment shall, at the option of Seller, be forfeited by Buyer as liquidated damages, and this Agreement shall become null and void, and the Seller shall then have the right to possession of the premises.

If Seller fails to perform any of Sellers material obligations hereunder, Buyer shall be entitled to return of the down payment and this Agreement shall be null and void.

15. **Attorneys' Fees.**

In event of legal action to construe or enforce the provisions of this Agreement, the party who substantially prevails shall be entitled to collect his/her reasonable attorneys' fees, court costs, and related expenses incurred both prior to and after filing of said action from the losing party, and the Court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment therefore. If either of the parties default and said default is cured

without the necessity of filing legal action, the party in default shall pay the other party's reasonable attorneys' fees, if any, incurred as a result of said default. If either party is made a party defendant, or by necessity becomes involved in any legal proceeding as a result of the other party's acts or omissions, said party may recover from the party causing the inclusion, his/her reasonable attorneys' fees and court costs.

16. **Time.**

Time is of the essence of this agreement and of all terms and conditions hereof.

17. **Binding Effect.**

The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, personal representatives, successors, and assigns of the parties hereto.

18. **Governing Law.**

This agreement shall be governed by and construed according to the laws of the State of Illinois.

19. **Counterparts.**

This Agreement may be executed in any number of duplicate counterparts, each of which shall be deemed one instrument and an original of this Agreement for all purposes, notwithstanding the fact that less than all signatures may appear on any single counterpart. The parties further agree that for the purposes of execution of this Agreement, any signed documents transmitted by email shall be treated as original documents.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of August, 2020.

SELLER:

VIRGINIA M. NIEMEIER DECLARATION OF TRUST

By: _____, Trustee
Alan D. Niemeier

By: _____, Trustee
David M. Niemeier

MELVIN E. NIEMEIER TRUST

By: _____, Trustee
Alan D. Niemeier

By: _____, Trustee
David M. Niemeier

BUYER:

ESCROW AGENT:

PLAGER, KRUG, BAUER, RUDOLPH & STODDEN, LTD. TRUST ACCOUNT

By: _____
Lyle A. Krug