



AUCTION PURCHASE & SALES CONTRACT

This is a legally binding agreement. If you do not understand this Agreement, consult with an attorney licensed to practice law in the State of Illinois before signing. The auctioneer/broker cannot give legal advice.

DATE OF AUCTION: 1/11/2023

TRACT: Tract 2

Seller(s): Stanley Koerber

8325 Peabody Rd
Freeburg, IL 62243
618-304-5515
skoerber211@yahoo.com

Larry Koerber

1500 Camelot Drive
Henderson, KY 42420
270-860-5625
bkoerber@bellsouth.net

Buyer(s): _____

Address: _____

Phone #: _____

Email: _____

It is mutually agreed by the parties hereto as follows:

1. **Sale and Purchase:** Buyer agrees to purchase from Seller the Property described below upon the terms set forth in this Agreement. Buyer may assign the Agreement to another party or entity, however, Buyers shall not be released from Buyer's obligations hereunder without receiving Sellers' written consent.

2. **Description of Property Being Purchased:**

Address of Property: 000 Klein Rd, Smithton, IL 62285

County: St Clair

Approximate Acres: 59.28+/- acres

Legal Description: Part of Section 6 T2S-R8W & Part of Section 7 T2S-R8W

Permanent Parcel Number (s): 17-06.0-300-003 & 17-07.0-100-001

together with all improvements and fixtures owned by Seller.

Any mineral rights that the seller owns will transfer unless otherwise stated below:

N/A

(mineral search not performed to verify the status of the mineral rights)

3. **Purchase Price.** The Total Purchase Price for the Property shall be \$ _____, hereinafter referred to as the Purchase Price. The Purchase Price includes the _____% Buyer's premium and is calculated as follows:

High Bid: \$ _____

Buyer's Premium (_____%): + \$ _____

Total Purchase Price = (A + B): \$ _____

The Purchase Price plus closing fees shall be paid at the time of closing by wire transfer.

4. **Earnest Money.** Buyer has paid \$ _____ as Earnest Money. Earnest Money to be held by Town & Country Title Company, hereinafter referred to as "Title Company," as Escrow Agent. If the purchase and sale happens in accordance with the terms of this Agreement, the Earnest Money shall be applied to the Purchase Price for the Property upon closing of the purchase and sale provided by this Agreement. In all other events, the Title Company shall hold and disburse the Earnest Money in accordance with the provisions of this Agreement.

5. **Closing.** This Agreement shall be closed at the offices of:

Town & Country Title Company located at

221 W Pointe Drive, Suite 1, Swansea, IL 62226

on or before February 10, 2023.

Sellers Initials

1

Buyers Initials

6. **Possession Transfer.** Possession of the Property shall be transferred from Seller to Buyer at the time of closing ~~subject to current leases~~, unless otherwise agreed upon by the parties in writing.
7. **Title Insurance.** Seller has furnished to Buyer a preliminary report for Title Insurance issued by a Title Insurance Company chosen by the Seller, the Title Company is prepared to issue a policy evidencing good and merchantable title to the Property at Seller's expense, except for the Later Date charge which shall be a Buyer's expense. Said policy of insurance shall be furnished as soon as practicable after the closing of this Agreement and shall be in the face amount of the purchase price.
8. **Deed Conveyance.** Seller shall convey the Property by [warranty, special warranty, quit-claim, executor's, trustee's or other form of deed] deed with Illinois Real Estate Transfer Tax Stamps affixed thereto at Seller's cost.
9. **"As Is," "Where Is," and "With All Faults" Property Condition.** Seller and Buyer agree that the Property is being sold in its present "AS IS," "WHERE IS," and "WITH ALL FAULTS" condition, with no warranties expressed or implied.

Buyer further acknowledges the following:

- A. Buyer has made an inspection of the Property and has made an independent investigation with respect to any repairs needed for any improvement located on the Property and with respect to the condition of utility services and any need of repair with respect to same;
- B. No warranty, guarantee, or representation regarding the nature, square footage, condition, value or quality of the Property or any representation whatsoever about the Property have been made to Buyer or any other person by Seller or anyone on Seller's behalf, except those contained in the Residential Real Property Disclosure Report, if applicable.
- C. BUYER HEREBY WAIVES AND RELEASES ANY RIGHTS UNDER ANY WARRANTY OF HABITABILITY AND IN ANY OTHER EXPRESS OR IMPLIED WARRANTIES AND RESPONSIBILITIES OF SELLER WITH RESPECT TO THE PHYSICAL CONDITION OF THE PROPERTY;
- D. There are no contingencies of any sort, expressed or implied, except as otherwise specifically set forth in this Agreement;
- E. Buyer hereby irrevocably releases Seller and its representatives from any and all claims the Buyer may now have or hereinafter acquire against Seller, including claims of which Buyer is presently unaware or does not presently suspect to exist, which if known by Buyer, would materially affect Buyer's release of Seller;
- F. The Property may not be in compliance with the applicable zoning, building, or health codes or other laws or codes;
- G. Buyer shall comply with any applicable local inspection and occupancy permit ordinances and any repairs or changes to the Property required as a result thereof shall be at Buyer's expense;
- H. Buyer has knowledge and experience in financial, business and real estate matters that enable Buyer to evaluate the merit and risks of this Agreement;
- I. Buyer is not in a disparate or unequal bargaining position with Seller;
- J. Upon closing of the sale contemplated by this Agreement, Seller and its representatives have no further responsibility, obligation or liability to Buyer;
- K. The provisions of this paragraph 10 shall be deemed to survive the closing of this Agreement and consummation of the purchase and sale of the Property provided for in this Agreement.

10. Costs and Taxes.

- A. **Real Estate Taxes.** (insert checkmark next to applicable choice)
- ☒ All general taxes upon the property be prorated to day of closing. Any such taxes which are not then due and payable that are to be paid by the seller, shall be a credit on the closing statement based on the latest available official information of record of the assessor's office and then taxes from closing forward shall become responsibility of the Buyer when the taxes become due and payable.
 - ☐ All general taxes upon the property for 20____ & prior to be paid by Seller. Any such taxes which are not then due and payable that are to be paid by the seller, shall be a credit on the closing statement based on the latest available official information of record of the assessor's office and then taxes from closing forward shall become responsibility of the Buyer when the taxes become due and payable.
 - ☐ All general taxes upon the property for 20____ and thereafter shall be paid by Buyer.

- B. **Seller's Costs.** In addition to the Seller's portion of the above-mentioned pro-rated taxes, Seller shall be responsible for and shall pay the following:
- i. The premium for owner's title insurance policy including title search and examination fees;
 - ii. Real estate transfer tax imposed by the applicable state, county or city;
 - iii. Deed preparation fee;
 - iv. Any fee that may be charged by the county for deed approval;
 - v. One-half (1/2) of the charges of the closing agent;
 - vi. Any legal fees incurred by Seller, except as otherwise provided by this Agreement;
 - vii. All overnight and/or express fees incurred at Seller's request.
- C. **Buyer's Costs.** In addition to the Buyer's portion of the above-mentioned pro-rated taxes, Buyer shall be responsible for and shall pay the following:
- i. Any city and/or county occupancy inspections;
 - ii. The cost of any other inspection of the Property;
 - iii. Any other costs associated with obtaining a mortgage loan on the Property;
 - iv. One-half (1/2) of the charges of the closing agent;
 - v. Recording fees for the deed, mortgage and loan instruments;
 - vi. The Later Date charges of the title company.
 - vii. Any mortgage title policy;
 - viii. Any legal fees incurred by Buyer.
 - ix. SEE SPECIAL AGREEMENTS (___ ATTACHED)
- D. **Attorney's Fees.** If either party fails to comply with the terms of this Agreement, that party, hereinafter referred to as the "Breaching Party," shall pay the Non-Breaching Party attorney's fees and expenses incurred by the Non-Breaching Party by reason of the Breaching Party's breach of this Agreement.
11. **Brokerage/Auctioneer Fees.** Buyer represents and warrants to the Seller that Buyer has not taken any action and is not aware of any facts that may give rise to a commission or brokerage fee being due as the result of the transfer of the Property. The Buyer shall indemnify and hold the Seller harmless from and against any claims made for a commission due as a result of Buyer's actions.
12. (☐) **Disclosures Regarding Residential Property.** (insert checkmark, if applicable) Buyer acknowledges that Seller has provided the following:
- A. ☐ Addendum 1 - Residential Real Property Disclosure Report
 - B. ☐ Addendum 2 - Lead-based Paint Disclosure
 - C. ☐ Addendum 3 - Radon Disclosure
13. **Personal Property.** Seller is not conveying to Buyer any personal property other than as provided in this Agreement and makes no representation of warranties regarding the same. Any items of personal property remaining after the sale of the Property are deemed to add no value to the transaction and are not part of the transaction, and are given to Buyer in "AS IS" condition with no Seller representation or warranty regarding condition or ownership. No bill of sale will be provided for such items.
14. **Financing (insert checkmark next to applicable choice).**
- ☐ The Property shall be paid by cash at closing;
 - ☐ The Property shall be paid in cash at closing; however, Buyer will obtain financing, but the sale is NOT contingent upon the Buyer obtaining a mortgage loan or any other financing or lender approval, nor will the closing be extended for that purpose or any other purpose (except as otherwise expressly permitted elsewhere in this Agreement). Buyer acknowledges that time is of the essence in this Agreement. If Buyer fails to close the sale for any reason other than Seller's default under this Agreement, Buyer will be in default under this Agreement and the provisions of Paragraph 18 of the Agreement shall apply.
15. **Appraisal Contingency.** This Agreement is not contingent upon the Property being appraised.

16. **Risk of Loss.** Risk of loss to the improvements on the Property shall be the responsibility of Seller and shall pass to Buyer at the time of closing.
17. **Remedies Upon Default.**
- A. If Buyer breaches this Agreement, Seller may, at Seller's option, elect to terminate the Agreement and (a) retain as liquidated damages, the earnest money payment made hereunder by Buyer; and (b) Seller may pursue such remedies as are available to Seller either at law or in equity. No disposition with respect to the earnest money deposit shall in any way effect any other remedy that Seller may have by reason of any such default.
 - B. In the event that Seller breaches this Agreement, Buyer may pursue such remedies as are available to Buyer either at law or in equity to sue for specific performance only. However, if the default of the Seller is due to a defect in title to Property which cannot be cured within a reasonable time, Seller shall promptly refund the full amount of the earnest money deposit to Buyer and this Agreement shall then terminate without further claim by either party against the other.
18. **Time of Essence.** Time is hereby made the essence of this Agreement and each and every provision hereof. However, if any deadline provided for by this Agreement falls on a Saturday, Sunday or legal holiday, the deadline shall be extended to the next day which is not a Saturday, Sunday or legal holiday.
19. **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois as well as the laws of the United States pertaining to transactions in the State of Illinois.
20. **Binding Effect of Agreement.** The Agreements, covenants, warranties and representations herein shall be obligatory upon and shall benefit and shall extend to the heirs, legal representatives, and assigns to the respective parties hereto.
21. **Severability of Provisions.** Any part, provision, representation, warranty or covenant of this Agreement that is prohibited or unenforceable or is held to be void or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof; and the remaining provisions of the Agreement shall remain in full force and effect and shall not be effected by such invalid provision or by its severance from this Agreement.
22. **Arbitration.** Any disputes or claims for whatever cause or reason shall be resolved by binding arbitration using the services of United States Arbitration & Mediation Midwest, Incorporated, in accordance with its relevant arbitration rules. The arbitrator's decision shall be final and binding and judgment may be an award entered by the arbitrator and may be entered any court having jurisdiction thereof.
23. **Counterparts.** This Agreement may be executed in any number of Counterparts, each of which shall constitute an original but all of which together shall constitute a single Agreement.
24. **Entire Agreement.** This Agreement sets forth the complete understanding of Seller and Buyer and there are no other understandings, written or oral, relating to the terms hereof. This Agreement supersedes any previous negotiations, representations or agreements between the parties, whether oral or written. This Agreement may not be changed, amended or modified, in whole and in part, except in writing signed by both Seller and Buyer.
25. **Seller's Agent.** Property Peddler, Inc. auction employees and auctioneer are agents of the Seller and not the Buyer unless there is a signed agreement prior to the auction.
26. **CRP Contracts and Farm Leases.** (insert checkmark, if applicable)
- ☐ CRP Contracts. (see Addendum 4, attached hereto and incorporated by reference herein.)
 - ☐ Farm Leases. (see Addendum 5, attached hereto and incorporated by reference herein.)
27. **1031 Exchange.** If Seller or Buyer elects, in its sole discretion, to avail itself of the terms afforded by Internal Revenue Code Section 1031 for a like kind tax deferred exchange, Buyer and Seller agrees that Seller or Buyer may assign its rights under this Contract to a qualified intermediary and that the purchase price shall be paid to such qualified intermediary in order to facilitate Seller's exchange. Buyer and Seller covenants and agrees to cooperate with either the Buyer or Seller in accomplishing such exchange, provided that such exchange does not cause a delay in the date of closing or create any actual or potential liability or obligation on Buyer or Seller which are in addition to the obligations under the other provisions of this Contract. All cost and expenses associated with Buyer/Seller's exchange, including but not limited to all costs of such escrow, shall be the sole responsibility of the Buyer or Seller who initiated the 1031 exchange. It is understood that either Buyer or Seller may do a 1031 exchange and they both agree to complete the appropriate paperwork.

28. Notice to Parties to Agreement. Any Notice hereunder shall be given to the parties hereto at the addresses indicated for each of them. Such Notices shall be in writing and shall be served upon the addressees personally, by electronic mail, or by facsimile transmission. Such Notices shall be deemed to have been given:

- A. If delivered by hand, when delivered to the addressees.
- B. If sent by facsimile transmission, on receipt by the sender of an acknowledgement or transmission report generated by the machine from which the facsimile was sent.
- C. If sent by electronic mail when the sender receives an automated message confirming delivery or 30 minutes after the time sent (as recorded on the device from the sender sent the email) unless the sender receives an automated message that the email has not been delivered, whichever occurs first.

29. Addenda – IF checked, the following preprinted addenda are made part of this agreement:

- ☐ Addendum 1 – Residential Real Property Disclosure
- ☐ Addendum 2 – Lead – Base Paint Disclosure
- ☐ Addendum 3 – Radon Disclosure
- ☐ Addendum 4 – Agreement as to Government Programs
- ☐ Addendum 5 – Lease
- ☐ Addendum 6 – Special Agreements
- ☐ Other: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 11th day of January, 2023.

Seller(s): _____

Buyer(s): _____

Property Peddler, Inc
Auction & Real Estate Company:
Brad Chandler—Auctioneer
Brad@propertypeddler.com
(618) 791-3289

Earnest Money Receipt:

I, _____, hereby acknowledge receipt of \$ _____ of earnest money.

Signature: _____