

AGREEMENT FOR WARRANTY DEED

THIS INSTRUMENT, dated this ____ day of _____, 202__, in witness unto agreement entered into by and between Kelly R. Dunn, N6086 Grayhawk Road, Onalaska, WI 54650, as Successor Trustees of the Elaine R. Dunn Trust Agreement dated February 28, 2005, hereinafter referred to as Seller, and _____, hereinafter referred to as Buyer(s), PROVIDES AS FOLLOWS:

ARTICLE I

Sale of Premises

Seller agrees to sell and convey to Buyer(s) merchantable title to the premises hereinafter described by legally sufficient form of Warranty Deed and Buyer(s) agree to make the payments and otherwise fulfill the commitments made herein in purchase of said premises, legally described pursuant to the legal descriptions as attached hereto as "Exhibit A".

NOTE: The descriptions attached hereto are subject to amendment based upon the legal description as finally determined and set forth in a Commitment for Title Insurance.

NOTE: Said property shall be sold "as is", in its present state and condition, subject to easements, reservations, covenants, restrictions, and assessments of record.

ARTICLE II

Possession

Sellers warrant that all rights to possession of the premises shall be delivered to Buyer(s) at the time the transaction is closed, subject to the current farm tenant's rights to possession for the 2022 crop year.

ARTICLE III

Contract Price

Buyer(s) agree to pay to Seller \$_____ for said premises as follows:

(a) _____ (10%) as a down payment and first installment in satisfaction of the Contract Price receipt of which Seller hereby acknowledges.

(b) \$_____ at the time Seller is able to furnish Buyer(s) with the marketable title but in no event later than the Closing Date hereinafter provided. Interest shall accrue at the rate of Eight Percent (8%) on amounts not paid at the Closing Date

provided Seller is then able to tender merchantable title and are not otherwise responsible in any part for the delay.

ARTICLE IV

Taxes and Assessments

Seller warrants that all real estate taxes and special assessments assessed against the premises for the year 2021 and prior years have been paid, and acknowledge liability for the 2022 real estate taxes. Such amount shall be allowed as a credit to Buyer(s) in reduction of the Contract Price. Buyer(s) shall pay all real estate taxes for the 2022 tax year and beyond.

ARTICLE V

Title Evidence

Seller shall promptly furnish Buyer(s) with a Commitment for Title Insurance certified to current date indicating that merchantable title is vested in Seller subject to exceptions of record. Buyer(s) shall promptly thereafter notify Seller in writing of those exceptions materially affecting merchantability of title. Seller shall remove such exceptions prior to the closing date.

ARTICLE VI

Closing Date

Said transaction shall be closed at the offices of Spurling Title Services, 118 West Market St., Taylorville, IL 62568, on, March 3, 2023, or at such other time and place as is mutually acceptable to the parties.

ARTICLE VII

Special Provisions

Seller shall retain 100% of the 2022 rental income. Buyer(s) acknowledge notice of the current farm tenant's rights to possession as it pertains to the 2022 crop year.

ARTICLE VIII

Section 1031 Transaction

Seller and Buyer(s) acknowledge that Seller may be using the proceeds herein for purposes of investing in a like-kind replacement property pursuant to Internal Revenue Code Section 1031 (a "Like Kind Exchange"), or that Buyer may be purchasing the above-described tract as replacement property for purposes of completing a like-kind exchange. Seller and Buyer(s) agree to cooperate reasonably with Like Kind Exchange efforts, if requested, at no cost to the party not participating in such exchange. The party participating in the like-kind exchange agrees to pay any additional reasonable attorneys' fees and other costs incurred by that party in

so cooperating, provided that such cooperation shall not require the non-participant to take title to any other property nor relieve the participant's obligations hereunder.

ARTICLE IX

Environmental Hazards

Seller states that to the best of his knowledge and belief, no environmental deficiencies in the nature of hazardous substances and/or conditions as might materially or adversely affect the value of the premises, including, in particular, underground storage tanks, petroleum products and chemical spills and like properties, exist on or within the premises.

ARTICLE X

Default

Failure on the part of the Buyer(s) to make the payments as hereinabove provided or to otherwise fulfill their commitments herein made shall constitute default. Following notice of such default and Buyer(s)' failure to cure same within five days, Seller shall have and is hereby granted the right to enforce the provisions hereof by suit for specific performance or, in the alternative, to declare the agreement appearing herein at an end. Buyer(s) shall thereby forfeit all payments made and Seller shall be entitled to retain same as liquidated damages. Seller shall then be vested with all right, title and interest in the premises, including the right to immediate possession of the premises without further legal proceedings.

ARTICLE XI

Successors in Interest

The provisions hereof and the covenants herein contained shall extend to and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto do hereby affix their respective hands and seals as of the date first above-written.

SELLER

BUYER(S)

KELLY R. DUNN

EXHIBIT A

Tract #1: Part of the West Half of the Northwest Quarter of Section 17, Township 10 North, Range 4 West, of the Third Principal Meridian, Montgomery County, Illinois, more particularly described as follows:

Beginning at an iron pin found at the Northwest corner of said Northwest Quarter of Section 17, thence North $89^{\circ}32'22''$ East, on the North line of said Northwest Quarter of Section 17, 1320.83 feet to a mag nail set; thence South $01^{\circ}01'57''$ East, 266.00 feet to an iron pin set; thence North $89^{\circ}32'22''$ East, 5.00 feet to an iron pin set on the East line of said West Half of the Northwest Quarter of Section 17; thence South $01^{\circ}01'57''$ East, on said East line of the West Half of the Northwest Quarter of Section 17, 1235.54 feet to an iron pin set; thence South $88^{\circ}47'50''$ West, on the centerline of the existing drainage ditch, 1325.91 feet to a mag nail set on the West line of said West Half of the Northwest Quarter of Section 17; thence North $01^{\circ}01'41''$ West, on said West line of the West Half of the Northwest Quarter of Section 17, 1518.69 feet to the point of beginning.