## AGREEMENT FOR WARRANTY DEED

THIS INSTRUMENT, dated this 11 <sup>th</sup> day of August, 2022, in witness unto agreement entered into by and between Kathleen S. Bordelon, 381 Bordelon Road, Hessmer, LA 71341, and Joyce A. Koshinski, 2093 North 2700 East Road, Moweaqua, IL, 62550, as Successor Trustees of the Elizabeth Ann Sprinkle Trust No. 050527, hereinafter referred to as Sellers, and		
hereinafter referred to as Buyer(s), PROVIDES AS FOLLOWS:		
ARTICLE I		
Sale of Premises		
Sellers agree 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		
<u>Possession</u>		
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 Sellers \$ for said premises as follows:		
(a) (10%) as a down payment and first installment in satisfaction of the Contract Price receipt of which Sellers hereby acknowledge.		
(b) \$ at the time Sellers are 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 Sellers are then able to tender merchantable title and are not otherwise responsible in any part for the delay.

#### ARTICLE IV

### Taxes and Assessments

Sellers warrant 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

Sellers shall promptly furnish Buyer(s) with a Commitment for Title Insurance certified to current date indicating that merchantable title is vested in Sellers subject to exceptions of record. Buyer(s) shall promptly thereafter notify Sellers in writing of those exceptions materially affecting merchantability of title. Sellers 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, September 12, 2022, or at such other time and place as is mutually acceptable to the parties.

#### ARTICLE VII

#### **Special Provisions**

Sellers 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

#### **Environmental Hazards**

Sellers state that to the best of their 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 IX

## **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, Sellers shall have and are 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 Sellers shall be entitled to retain same as liquidated damages. Sellers 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 X

## 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.

SELLERS	BUYER(S)	
KATHLEEN S. BORDELON		
JOYCE A. KOSHINSKI		

# **EXHIBIT A**

The East Half of the Southeast Quarter of Section 13, Township 14 North, Range 1 East of the Third Principal Meridian, Macon County, Illinois. (PIN 15-19-13-400-002)