



# First Mid

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## AG SERVICES

### Virtual Live - Online FARMLAND AUCTION

December 16, 2022 at 10AM

### Tobein Tegard Estate Farm

109.45 +/- Acres

EL PASO TOWNSHIP

WOODFORD COUNTY, ILLINOIS



6 Heartland Dr. Suite A, P.O. Box 1607  
Bloomington, IL 61702-1607  
[www.firstmidag.com](http://www.firstmidag.com)

Michael Rhoda, Broker  
David Klein, Designated Managing Broker, Auctioneer  
Auctioneer License #441.001928

(309) 665-0059

(309) 665-0961

## **GENERAL INFORMATION**

**SELLER:** Tobein Tegard Estate

**Method of Sale:** Virtual Live Online Auction

**DESCRIBED AS:** Full Legal Description on Page 8

**LOCATION:** 1 mile north and  $\frac{3}{4}$  miles east of Kappa, Illinois on C.R. 700N  
3 miles south (Route 24) and  $\frac{1}{2}$  mile east of El Paso, Illinois' southeast side  
12 Miles north of Normal, easy to get to off I-39!  
In the same Section as the El Paso Golf Club

**ACRES:** 109.45+/- subject to final survey. Farm will be auctioned based upon surveyed acres.

**TIME AND**

**PLACE OF SALE:** 10:00 a.m. CST – December 16, 2022

[Virtual Online Only Auction - visit Firstmidag.com](#)

**ONLINE BIDDING:** Bid anytime from December 1<sup>st</sup> to the 16<sup>th</sup> at 10:00 a.m CST @ <https://firstmidag.bidwrangler.com> or download the **First Mid Ag** app from the App store on your mobile device.

**Live Virtual Auction begins @ 10:00 a.m. CST on December 16th.**

**ATTORNEY:** Benjamin H. Roth  
208 E. Gridley Road  
Gridley, IL 61744  
309-747-2230

**AGENCY:** Michael Rhoda, Broker, and David Klein, Auctioneer, are designated agents with First Mid Ag Services, a Division of First Mid Wealth Management and represent only the Seller in this transaction.



**Disclosures and Disclaimer:** The information provided is believed to be accurate and representative. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either express or implied, concerning the property is made by the Seller or the auction company. All information contained in all related materials is subject to the terms and conditions outlined in the purchase agreement. Each potential bidder is responsible for conducting his/her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained here is believed to be accurate but is subject to verification by all parties relying on it. All sketches and dimensions are approximate. By bidding on the real estate, the Buyer agrees that Buyer has had ample opportunity to inspect the property. This sale may be recorded and/or videotaped with the permission of the auctioneer. Seller and Seller's agent disclaim any and all responsibility for Bidder's safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of this property for sale. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Auction Company and Sellers reserve the right to preclude any person from bidding if there is any question as to the person's credentials or fitness to bid. Announcements will be allowed on auction day ONLY with prior approval from First Mid Ag Services.

## **TERMS AND CONDITIONS**

### **SALE METHOD:**

Registrations for bidders are due at 10:00 am on the day of the auction. All bidding is on a “per-acre” basis. All bidders will have the opportunity to raise their bids at a live virtual online auction on December 16<sup>th</sup>, 2022 to determine the final high bidder through live online bidding. Details below.



Online bidding is conducted at <https://firstmidag.bidwrangler.com/ui> or download the First Mid Ag App from the App store on your mobile device! **See Addendum for further details and online bidding instructions.**

### **CONTRACT:**

Buyer will enter into a contract with a 10% down payment, and the balance due on or before January 17, 2023. **All property will be sold “as is.”**

### **SURVEY:**

Farm will be surveyed and sold based upon surveyed acres.

### **ACCESS EASEMENT:**

This farm has the benefit of an ingress/egress easement to its west side from Township road 700N. The easement will be marked on the survey and at the site.

### **DEEDED ENTRANCE:**

Owned access from 700N Road exists along the west side of the property. There is also frontage to 700N in the middle of the farm east of the Hibbs-Bigger cemetery.

### **FINANCING:**

Bidding is not conditional upon financing. Be certain you have arranged financing, if needed, and are capable of paying cash at closing before bidding.

### **TITLE:**

A title insurance policy in the amount of the sale price, subject to standard and usual exceptions to be furnished to the Buyer.

### **LEASE & POSSESSION:**

Possession to be granted upon closing. The lease is open for 2023.

### **FERTILIZER, LIME & TILLAGE:**

No reimbursements will be due to the Seller.

### **MINERALS:**

All mineral rights owned by the Seller will be conveyed at closing. To the best of our knowledge, we believe the mineral rights are intact.

### **REAL ESTATE TAXES:**

2022 real estate taxes payable in 2023 to be paid by Seller prior to closing.  
2023 real estate taxes payable in 2024 and all future year's real estate taxes to be paid by Buyer.



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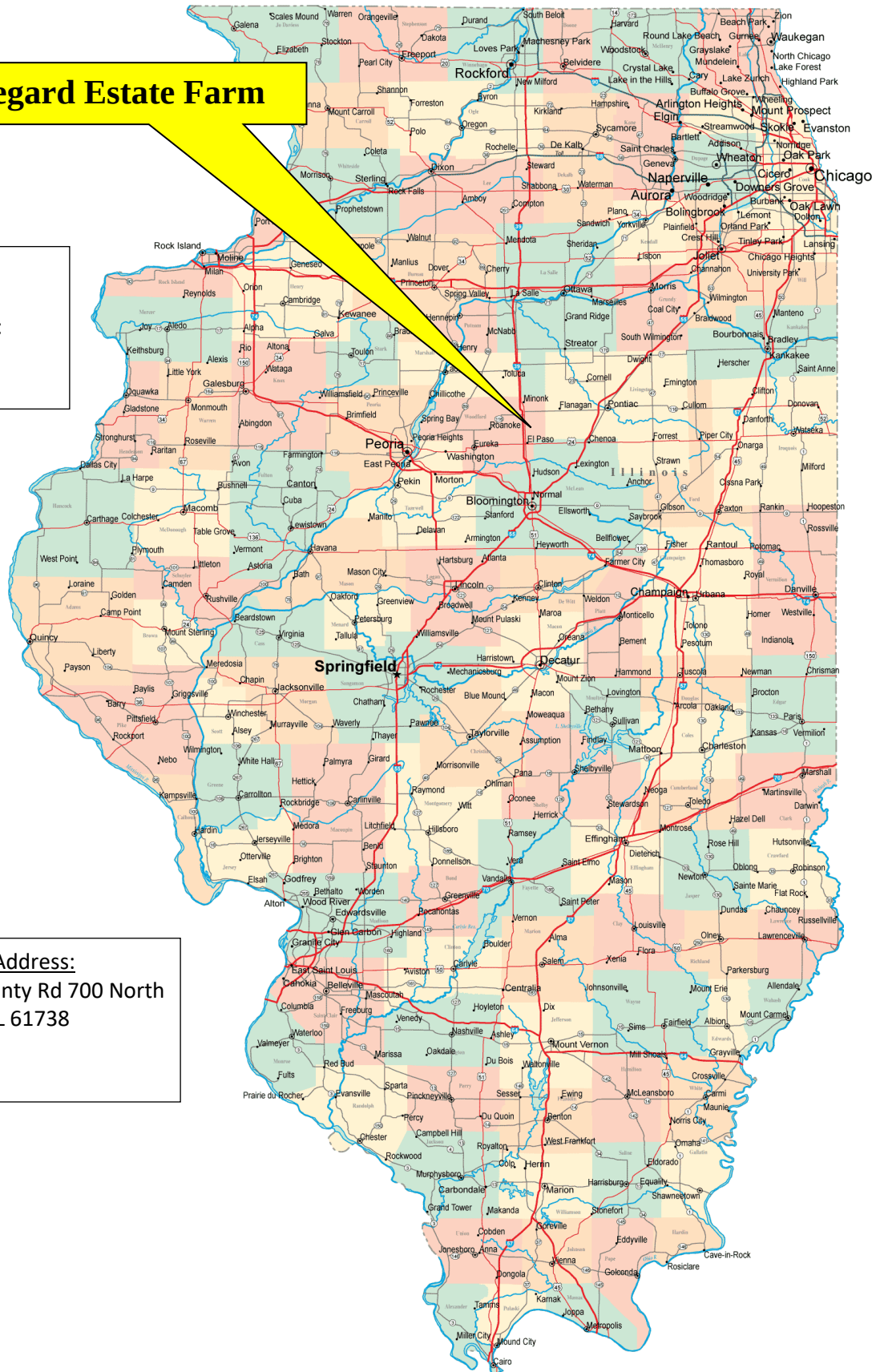


## STATE MAP

**Tegard Estate Farm**

Latitude:  
40.68929  
Longitude:  
-88.99188

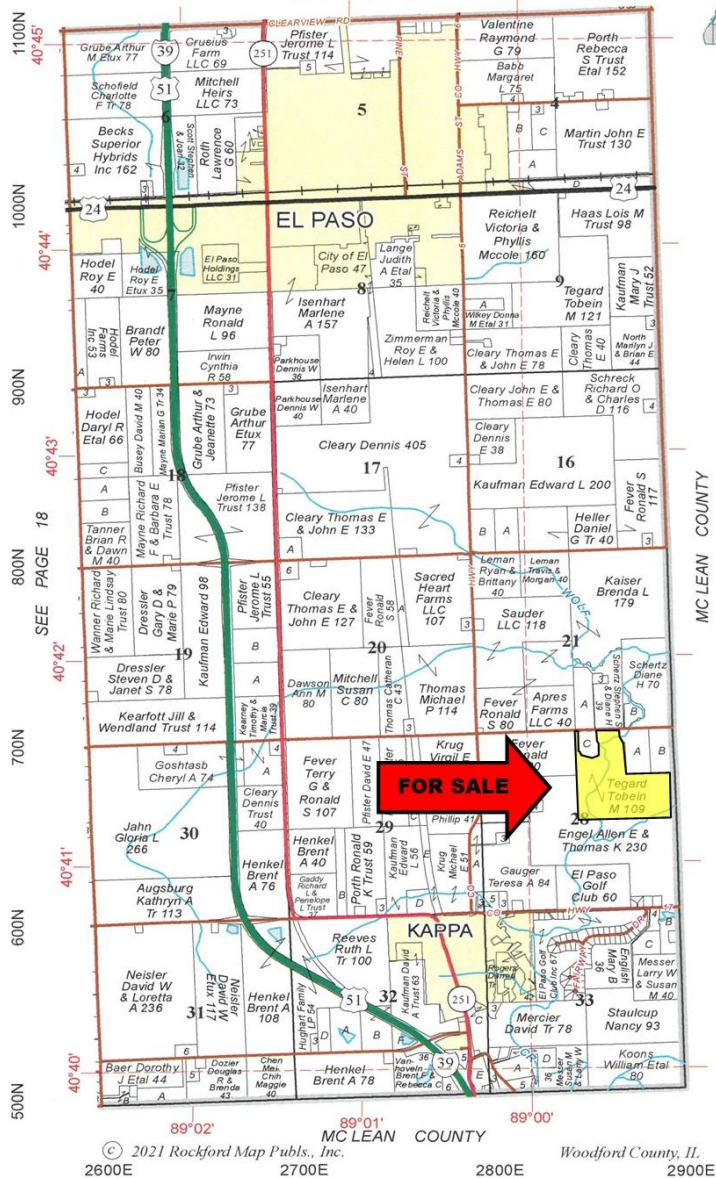
Physical Address:  
2875 County Rd 700 North  
El Paso, IL 61738



# PLAT MAP

EAST PART EL PASO T.26N.-R.2E.

SEE PAGE 32



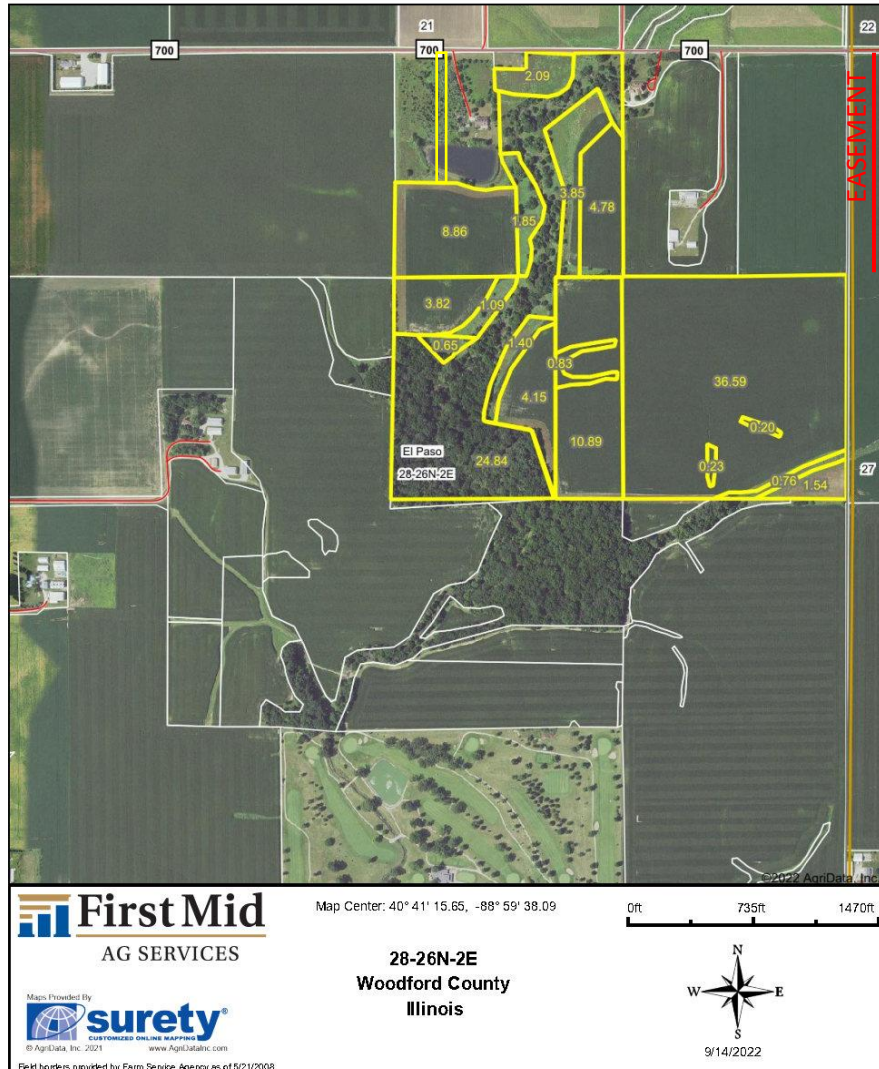
Reprinted with permission of Rockford Map Publishing, Inc.

## Features:

- Tillable cropland for income production composed mainly of productive Catlin, Birkbeck, Varna and Ipava silt loam soils.
- Approximately 25 acres of timber and non-tillable area along Wolf Creek
- Prairie grass buffer strips throughout the property. Excellent habitat for pheasants and other wildlife.
- This land has not previously been hunted.
- Close proximity to El Paso-Gridley schools and I-39 interchange at the Lake Bloomington Road, within 15 miles of north Bloomington-Normal.

# AERIAL PHOTO

Aerial Map



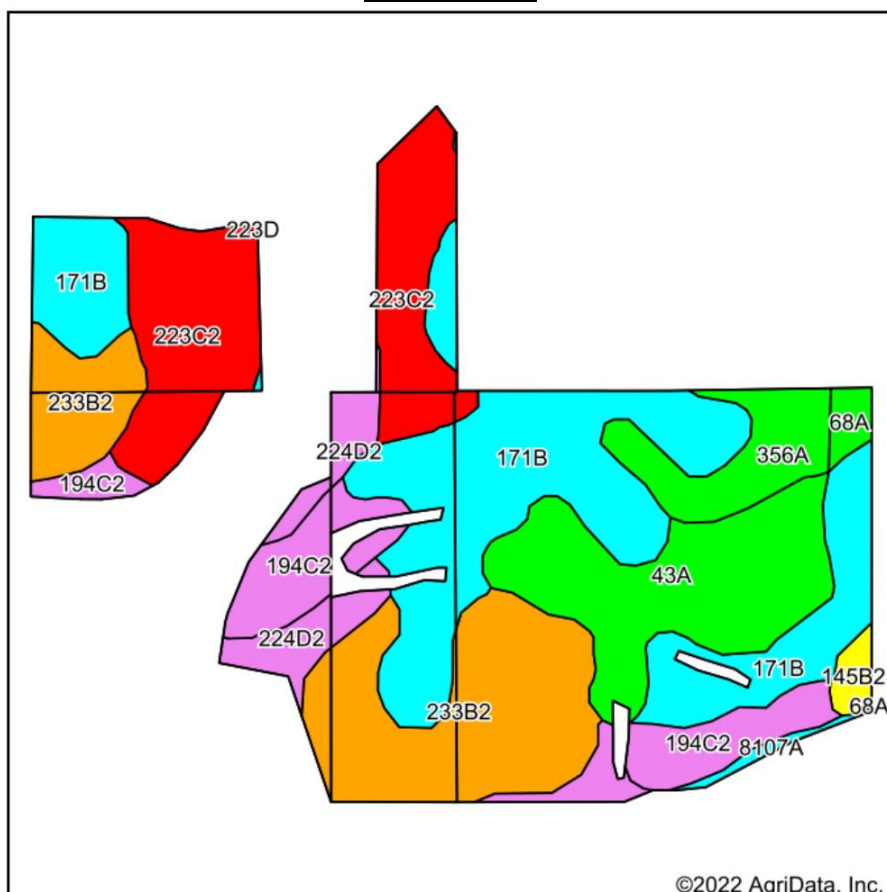
Source: AgriData, INC.

## FSA INFORMATION

|                                            |                                            |
|--------------------------------------------|--------------------------------------------|
| FSA / TRACT#                               | 11641, 2521, 2518                          |
| HEL (Highly Erodible) STATUS               | HEL on Tract 2521                          |
| WETLANDS PRESENCE                          | Tracts contain a wetland or farmed wetland |
| FSA FARMLAND ACRES                         | 120.11                                     |
| DCP CROPLAND ACRES                         | 82.25                                      |
| CORN BASE ACRES                            | 66.36                                      |
| PLC YIELD CORN                             | 147                                        |
| SOYBEAN BASE ACRES                         | N/A                                        |
| PLC YIELD SOYBEANS                         | N/A                                        |
| 2022 PROGRAM ELECTION ON CORN AND SOYBEANS | Corn – PLC<br>Soybeans – N/A               |

Source: Woodford County, Illinois USDA FSA Office. All division lines are approximate.

## SOIL MAP



Soils data provided by USDA and NRCS.

Source: AgriData, Inc.

| Soil Name                                                       | Soil #  | Acres | Corn<br>Bu/A | Soybeans<br>Bu/A | Soil<br>Productivity<br>811 | Approx.%<br>Soil |
|-----------------------------------------------------------------|---------|-------|--------------|------------------|-----------------------------|------------------|
| Catlin silt loam, 2-5% slopes                                   | 171B**  | 20.64 | 185**        | 58**             | 137**                       | 29.9%            |
| Birkbeck silt loam, 2-5% slopes,<br>eroded                      | 233B2** | 13.05 | 159**        | 49**             | 116**                       | 18.9%            |
| Varna silty clay loam, 5-10% slopes,<br>eroded                  | 223C2** | 11.04 | 147**        | 47**             | 108**                       | 16.0%            |
| Ipava silt loam, 0-2% slopes                                    | 43A     | 9.49  | 191          | 62               | 142                         | 13.7%            |
| Morley silty clay loam, 5-10%<br>slopes, eroded                 | 194C2** | 5.89  | 129**        | 44**             | 97**                        | 8.5%             |
| Strawn silt loam, 10-18% slopes,<br>eroded                      | 224D2** | 3.69  | 125**        | 42**             | 93**                        | 5.3%             |
| Elpaso silty clay loam, 0-2% slopes                             | 356A    | 3.63  | 195          | 63               | 144                         | 5.3%             |
| Sable silty clay loam, 0-2% slopes                              | 68A     | 0.65  | 192          | 63               | 143                         | 0.9%             |
| Saybrook silt loam, 2-5% slopes,<br>eroded                      | 145B2** | 0.62  | 170**        | 54**             | 125**                       | 0.9%             |
| Sawmill silty clay loam, 0-2% slopes,<br>occasionally flooded   | 8107A   | 0.39  | 189          | 60               | 139                         | 0.6%             |
| <b>Estimated Weighted Soil Productivity using Bulletin 811:</b> |         |       |              |                  | <b>123.7</b>                | <b>100%</b>      |

The University of Illinois updated Soil Productivity Ratings for Illinois in August, 2000 with Bulletin 811. **The highest possible SOIL P.I. is now 147.** For those that prefer to use the weighted corn yield PI, AgriData estimates 180.2 weighted average and 58.0 on soybean yield PI for this entire farm.

\*\* Indexes adjusted for slope and erosion according to Bulletin 811 Table S3.

## **ADDITIONAL INFORMATION**

### **REAL ESTATE TAXES:**

| Tax Parcel #   | Tax Acres     | 2021 Assessed Value | 2021 Tax Rate  | 2021 Taxes Paid in 2022 |
|----------------|---------------|---------------------|----------------|-------------------------|
| 16-28-200-018  | 29.45         | \$5,586             | 7.7976%        | \$435.58                |
| 16-28-200-006  | 28.00         | \$3,475             | 7.7976%        | \$308.00                |
| 16-28-200-005  | 40.00         | \$20,702            | 7.7976%        | \$1,614.26              |
| 16-28-200-007  | 12.00         | \$4,180             | 7.7976%        | \$325.94                |
| <b>Totals:</b> | <b>109.45</b> | <b>\$33,943</b>     | <b>7.7976%</b> | <b>\$2,683.78</b>       |

El Paso-Gridley U11, El Paso Fire District, Woodford County, ICC514, El Paso District Library, El Paso Road District, El Paso Township

### **Legal Description:** TRACT NO. 1:

The Northwest Quarter of the Northeast Quarter of Section 28, Township 26 North, Range 2 East of the Third Principal Meridian, EXCEPTING THEREFROM that part previously conveyed for cemetery purposes and FURTHER EXCEPTING THEREFROM Lot No. 2, being a part of the Northeast Quarter of Section 28, Township 26 North, Range 2 East of the Third Principal Meridian, as shown on a plat thereof prepared by Harold D Imhoff, Illinois Land Surveyor No. 521, dated November 25, 1994, and recorded in Plat 40, page 46, as Document No. 9406980, AND ALSO EXCEPTING THEREFROM That part of the Northeast Quarter of Section 28, Township 26 North, Range 2 East of the Third Principal Meridian, Woodford County, Illinois, bounded and described as follows: Beginning at a point on the North line of said Northeast Quarter, which point is 30 feet East from the Northwest corner of said Northeast Quarter and running thence North 87°-55'-02" East, along said North line, 533.20 feet; thence South 04°-57'-33" East, along a Northerly extension of and along the Westerly fence line of cemetery and said fence line extended 307.00 feet; thence South 33°-01'-40" East, 87.45 feet; thence South 01°-55'-47" East, parallel with the West line of said Northeast Quarter, 265.00 feet; thence South 03°-54'-27" West, 79.01 feet; thence South 33°-20'-38" West, 56.10 feet; thence South 67°-19'-49" West, 56.29 feet; thence South 83°-16'-13" West, 72.49 feet; thence North 81°-01'-03" West, 44.71 feet; thence North 74°-30'-12" West, 142.81 feet; thence North 82°-36'-15" West, 41.08 feet; thence North 62°-07'-51" West, 88.45 feet; thence North 28°-41'-11" West, 99.83 feet, thence South 87°-55'-02" West, parallel with said North line, 86.89 feet to a point 30 feet East from said West line of the Northeast Quarter; and thence North 01°-55'-47" West, parallel with said West line, 604.67 feet to the Point of Beginning, situated in WOODFORD COUNTY, ILLINOIS.

PIN: **16-28-200-018**

### TRACT NO. 2:

The West 28 acres of even width off of the West side of the Southwest Quarter of the Northeast Quarter of Section 28, Township 26 North, Range 2 East of the Third Principal Meridian, situated in WOODFORD COUNTY, ILLINOIS.

PIN: 16-28-200-007

### TRACT NO. 3:

The Southwest Quarter of the Northeast Quarter of Section 28, Township 26 North, Range 2 East of the Third Principal Meridian, excepting therefrom the West 28 acres of even width, situated in WOODFORD COUNTY, ILLINOIS.

PIN: 16-28-200-006

### TRACT NO. 4:

The Southeast Quarter of the Northeast Quarter of Section 28, Township 26 North, Range 2 East of the Third Principal Meridian, together with an easement of ingress and egress over, upon, and across the East 2 rods of the Northeast Quarter of the Northeast Quarter of said Section 28, situated in WOODFORD COUNTY, ILLINOIS.

PIN: 16-28-200-005

Woodford County Tax ID Parcels 16-21-200-005, 16-21-200-006, 16-21-200-007, & 16-28-200-018.

## ADDENDUM

PLEASE READ AND REVIEW THE FOLLOWING TERMS PRIOR TO BIDDING ON PROPERTY OFFERED BY FIRST MID AG SERVICES. BIDDING ON THIS ONLINE PLATFORM OBLIGATES YOU AND THE SELLER TO CERTAIN LEGAL AGREEMENTS. IF YOU HAVE NOT READ AND DO NOT UNDERSTAND THESE TERMS, DO NOT BID. BY BIDDING THROUGH THIS APP/WEBSITE YOU AGREE TO ALL TERMS AND CONDITIONS AS SET FORTH IN THE TERMS AND CONDITIONS LISTED OR REFERENCED BELOW.

### Terms and Conditions

**Seller:** Tobein Tegard Estate

**Sale Method:** Registrations for bidders are due by 10:00 am on the day of the auction. All bidding is on a "per acre" basis. All bidders will have the opportunity to raise their bids at auction on December 16, 2022 to determine the final high bidder through live, online only bidding. For bidders concerned about online bidding Call 309-665-0059 or 309-665-0961 for assistance prior to the auction.

**Contract:** Buyer will enter into a contract with a 10% down payment, and the balance due on or before January 17, 2023. All property will be sold "as is."

**Reimbursements:** There will be no reimbursements due.

**Financing:** Bidding is not conditional upon financing. Be certain you have arranged financing, if needed, and are capable of paying cash at closing.

**Title:** A title insurance policy in the amount of the sale price, subject to standard and usual exceptions to be furnished to the Buyer.

**Lease & Possession:** The lease is open for the 2023 crop year.

**Minerals:** All mineral rights owned by the Seller will be conveyed at closing. To the best of our knowledge, we believe the mineral rights are intact.

**Real Estate Taxes:** 2021 real estate taxes payable in 2022 will be paid by Seller prior to closing. The 2022 real estate taxes due in 2023 will be provided by the Seller to the Buyer via a credit at closing based upon the most recent real estate tax information available. 2023 real estate taxes payable in 2024 and all future year's real estate taxes to be paid by Buyer, including any and all drainage taxes associated with the annual real estate taxes.

**Bidder Registration:** All potential bidders must register with First Mid Ag Services and receive a bidder number prior to bidding. This is completed through our online registration process. A bidder must meet satisfactory identification in order to be authorized to bid in person or online. We reserve the right to require you to satisfy us of your legal capacity and financial ability to perform on this transaction prior to or after bidding has occurred. As an online bidder, you consent to receiving phone calls, text messages or emails from First Mid Ag Services personnel.

As an online bidder, if you are the successful buyer, you are agreeing to return a signed contract to purchase property and pay the required stated down payment in the form of a personally delivered good check, certified cashier's check or wire transfer of funds by 4:00 PM the day following the end of the auction.

**Technology Use:** Technology in a post COVID-19 world has provided us with many benefits and many challenges. We provide our best effort to make technology easy to use. However, we are not responsible for technology failures and cannot be held liable if your bids are not accepted. In the event of a technology failure, internet outage on our part or other technical difficulties related to the server, software, or any other online related technology, First Mid Ag Services reserves the right to extend, continue or close bidding. Neither the software provider, nor First Mid Ag Services shall be held responsible for a missed bid or failure of the software to function properly for any reason.

**Online Bidding Procedure:** This is a one tract auction. All bids on this tract will be visible online, but the identity of bidders is confidential. See auction terms and conditions for minimum bid requirements and details. Auctioneer reserves the right to set the increments at which bids may be advanced. Any bid you place during the auction is a legally binding offer to purchase real property being auctioned. Your bid may be accepted by the auctioneer and the terms and conditions for the auction will be part of the foregoing agreement. All bids shall be deemed "pending" unless and until they are accepted by the auctioneer and no bid shall be deemed a valid bid unless and until it is accepted by the auctioneer. This includes the discretion to reject any bid which the auctioneer believes does not advance the auction or is injurious to the auction. Bids that appear to the auctioneer to be nominal, suspicious or suspect may be rejected by the auctioneer.

**Approval of Bids:** All bids are being taken on a per acre basis unless otherwise noted. The multiplier will be price bid x total acres stated to equal the total purchase price and amount due from the successful buyer's accepted bid. Final sale is subject to the Seller's approval or rejection of the final bid price.

**Remedies for Not Completing Contract and Down Payment Requirements:** If a successful bidder/Buyer does not execute and return the completed contract and down payment deposit by 4:00 PM Central Time the day after the auction the Buyer will be considered to be in default. Such default by the successful bidder/Buyer will result in that Bidder's liability to both the Seller and First Mid Ag Services. Seller shall have the right to take one of the following actions: 1. Declare this contractual agreement cancelled and recover full damage for the breach. 2. To elect to affirm to contractual agreement and enforce specific performance or 3. Seller can resell the property either publicly or privately with First Mid Ag Services and in such an event, the Buyer shall be liable for payment of any deficiency realized from the contingent sale, plus all costs, including, but not limited to the holding costs of the property, the expenses of both sales, legal and incidental damages of both the Seller and First Mid Ag Services. In addition, First Mid Ag Services also reserves the right to recover any damages separately from the breach of the Buyer. Both the successful bidder and Seller shall indemnify and hold harmless First Mid Ag Services from any costs, losses, liabilities, or expenses including attorney fees resulting from First Mid Ag Services being named as a party to any legal action resulting from either Bidder's or Seller's failure to fulfill any obligations and undertakings as set forth in this contractual agreement. Closing shall be set within 30 days of the conclusion of the auction and the balance of funds to purchase the property due at that time. The Seller will provide a preliminary title search prior to the auction, and a complete title insurance policy in the amount of the purchase price at closing, subject to usual and customary exceptions.

**Agency:** Michael Rhoda, Broker and David Klein, Auctioneer, are designated agents with First Mid Ag Services, a Division of First Mid Wealth Management and represent only the Seller in this transaction. The successful bidder is acknowledging that they are representing themselves in their bidding and any necessary steps to complete the transaction.

**Disclaimers:** Information provided herein was obtained from sources deemed to be reliable, but neither First Mid Ag Services, nor the Seller makes any guarantees or warranties either expressed or implied as to its condition or accuracy. This sale is subject to all leases, covenants, easements and restrictions of record. All potential bidders are urged to inspect the property, its condition and to rely on their own conclusions. By bidding you acknowledge and agree that you have had a full and fair opportunity to inspect the property and that you are relying solely on, or that you have waived, such inspection and investigation, in determining whether to bid, an amount to bid and in bidding. All sketches, dimensions and acreage figures are approximate or "more or less" and the property is being sold in "As-is" "Where-is" and "with all faults" condition. First Mid Ag Services and the Seller reserve the right to preclude any person from bidding if there is any question as to the person's credentials or fitness to bid. Seller reserves the right to reject any and all bids.