

FAYETTE COUNTY, IL LAND AUCTION

MONDAY, DECEMBER 15, 2025 at 10 AM

**AUCTION LOCATION: Mulberry Grove Community Park Building,
208 Colburn Drive, Mulberry Grove, IL 62262**

PROPERTY LOCATION: From the intersection of Maple St & IL Hwy 40 in Mulberry Grove, (Casey's Gas Station). Travel east 1 mile to the intersection of IL Hwy 40 & 140. Turn east on IL Hwy 140 and travel east 1.2 miles to N 100th St. E. Turn South on N 100th St. E and travel 2.4 miles and the farm will be on the west side of the road.



**110 +/- ACRES OFFERED IN ONE TRACT BY THE ACRE IN
SEMINARY TOWNSHIP.**

SELLER: KEVIN & JOYCE KORTE

Wheeler 
AUCTIONS & REAL ESTATE

23101 HWY. 24, PARIS, MO 65275 | 660-327-5890
WWW.WHEELERAUCTIONS.COM

FOR MORE INFORMATION:
Charlie Nordwald | 636-795-4552,
Managing Broker #471.012853
Chris Butcher | 309-255-0123, IL Lic.
475.215042, 441.002014

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110+/- ACRES OFFERED IN ONE TRACT BY THE ACRE IN SEMINARY TOWNSHIP

The farm consists of 110 acres +/- is being sold as one tract, by the acre in Seminary Township. The property has road frontage and access off Township Road E. 100 St. N. The farm is a balance of tillable land and timber. The balance of timber vs. tillable land has not been determined due to the government shutdown of the U.S.D.A. Offices. That will be updated as soon as it is available.

AUCTIONEER NOTE: The Korte Property represents the ideal opportunity to own a piece of rural Illinois. It provides some consistent income along with premier hunting and recreational possibilities. The Korte Family has owned the property for 16 years and have never harvested any timber. The stumps left from the last time, timber was harvested are quite deteriorated.

The property ideally located Northeast of the Greater St. Louis Area and just north of the Carlye Lake Fish & Wildlife Area. This farm is abundant with wild turkeys and mature whitetail deer. Check the website frequently as trail camera pictures will be updated periodically.



AUCTION TERMS AND CONDITIONS

Procedure: Property sells with the confirmation of bid price by the seller.

Down Payment: 10% Down day of auction with the balance due at closing on or before 30 days or less. **YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING**, be sure you have arranged financing, if needed, and are capable of paying the balance at closing.

Title: Title search, preparation and title insurance to be paid 50/50 by the Buyer and Seller.

Possession & Tenancy: There are no tenant agreements in place for 2026. Possession will be given upon closing. If a non-farmer or investor purchases the land the current tenant would like to submit an offer to continue farming the tillable acreage.

Mineral Rights: The sale shall include 100% of the mineral rights owned by the sellers.

Easements: Sale of the property is subject to any and all easements on record.

Taxes: The seller will be responsible for the 2025 Taxes payable in 2026. The new owner will be responsible for the 2026 taxes and beyond. The 2024 taxes were in the amount of \$1429.32.

Acreage/Survey: The property will sell using taxable acres and legal description. All acreages are approximate and accurate to the best of our ability using assessor's maps, measurements and legal descriptions. The selling price based on the acreage multipliers is final and no future adjustments in sale price will be granted to either the buyer or seller of said acreage or Tracts. Any need for a survey to close this agreement is at the sole discretion of the Seller. Any need for a survey by the Purchaser, to acquire funding or close this agreement will be paid for by the purchaser.

Improvements: The property sells with one manufactured enclosed hunting blind that is elevated on a wooden frame and platform. Pictures are available on our website.

Auction Method: The property will be sold on a per acre basis. The sale of the property is, as is where is and not contingent to financing.

Closing: Anticipated closing date shall be on or before Wednesday, January 14, 2026 or on a date mutually agreed upon between the buyer(s) and the sellers conducted at the office of Highland Community Title, 901 Main St., Highland, IL 62249.

Agency: Wheeler Auctions & Real Estate and its representatives are Exclusive Agents for the sellers.

Disclaimer: 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 either the sellers or the auction company. Each bidder is responsible for conducting its own independent inspections, investigations, and all due diligence concerning the property and the auction. Information contained in this brochure is subject to verification by all parties relying on it. Diagrams/dimensions in this brochure are approximate. Acreage is estimated. All information contained in this brochure and any related materials are subject to the terms and conditions of sale outlined in the purchase contract. Auction conduct and bidding increments are at the sole direction and discretion of the auctioneer. All decisions of the auctioneer are final. The sellers and the Auction Company reserve the right to preclude anyone from bidding if there is a question as to the person's credentials, fitness, intent, etc.

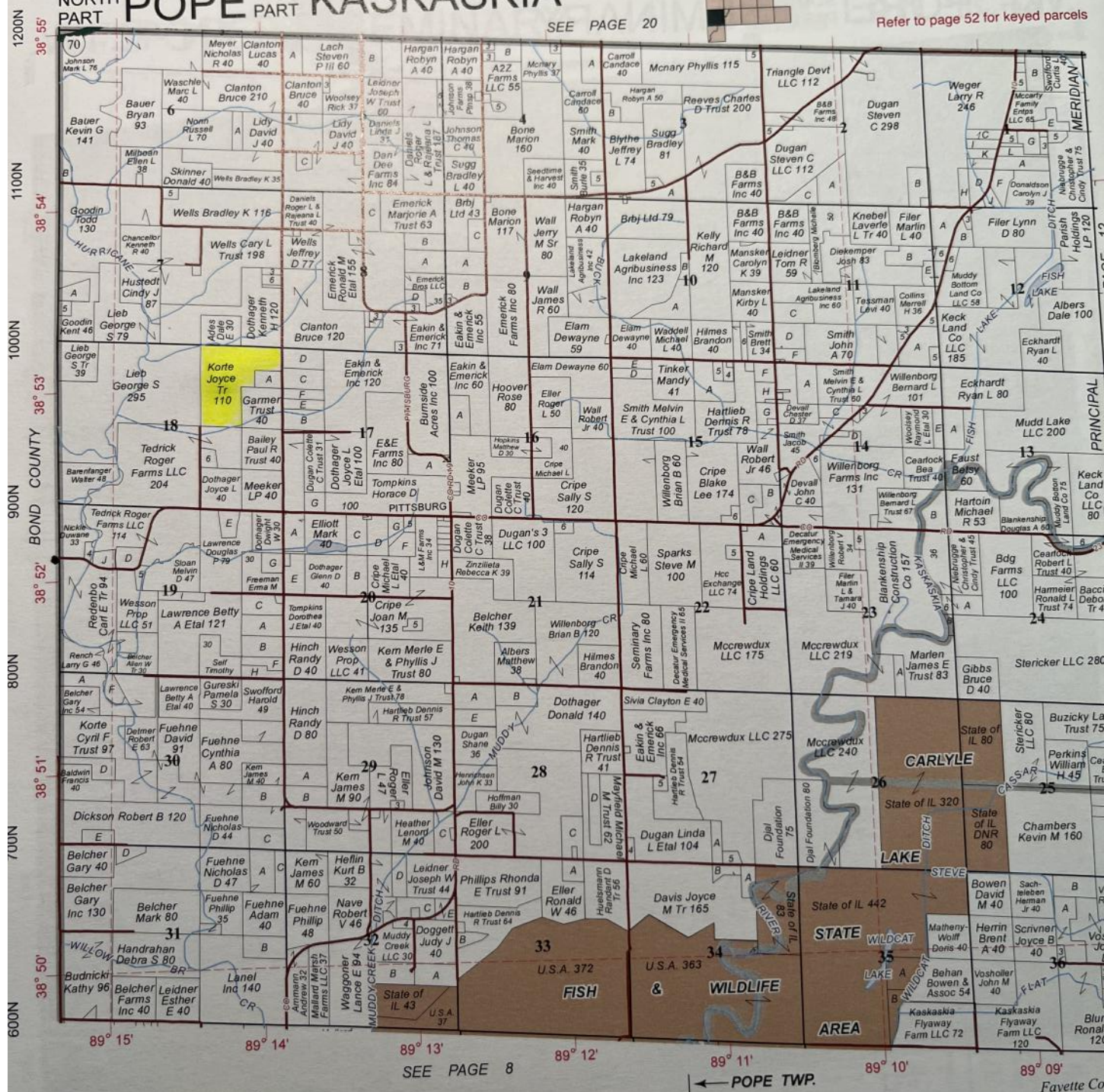
New Data, Corrections and Changes: Please arrive prior to scheduled auction time to inspect any changes, corrections or additions to the property information. **ALL ANNOUNCEMENTS AND INFORMATION GIVEN FROM THE AUCTION PODIUM SHALL TAKE PRECEDENCE OVER PREVIOUSLY PRINTED OR STATED ADVERTISEMENT.**

NO BUYERS PREMIUM FOR ONSITE BUYERS AT THIS AUCTION—what you bid is what you pay. Additional internet bidding fees apply for online buyers.

T.5N.-R.1W.

SEE PAGE 20

Refer to page 52 for keyed parcels



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SEE PAGE 8

← POPE TWP.

Fayette Co

00E

100E

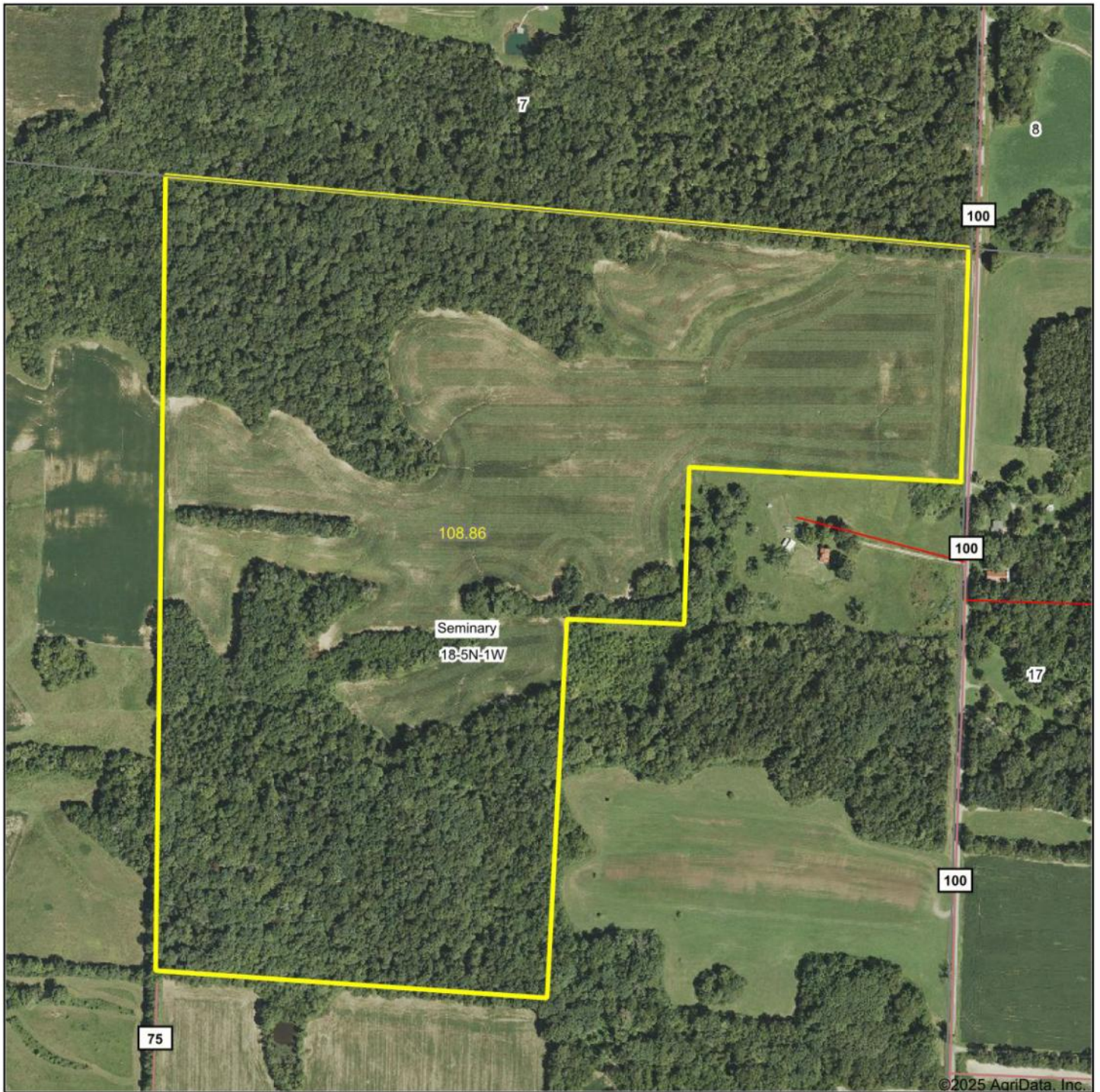
200E

300E

400E

500E

Aerial Map



Wheeler
AUCTIONS & REAL ESTATE
33101 Hwy 94 Phone: 668-327-5890
Paris, MO 65225 Fax: 668-327-3380
www.wheelerauctions.com

Maps Provided By:
surety
CUSTOMIZED ONLINE MAPPING
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Boundary Center: 38° 53' 1.21, -89° 14' 8.27

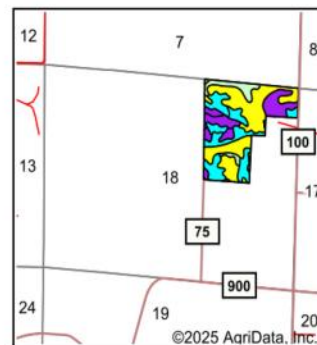
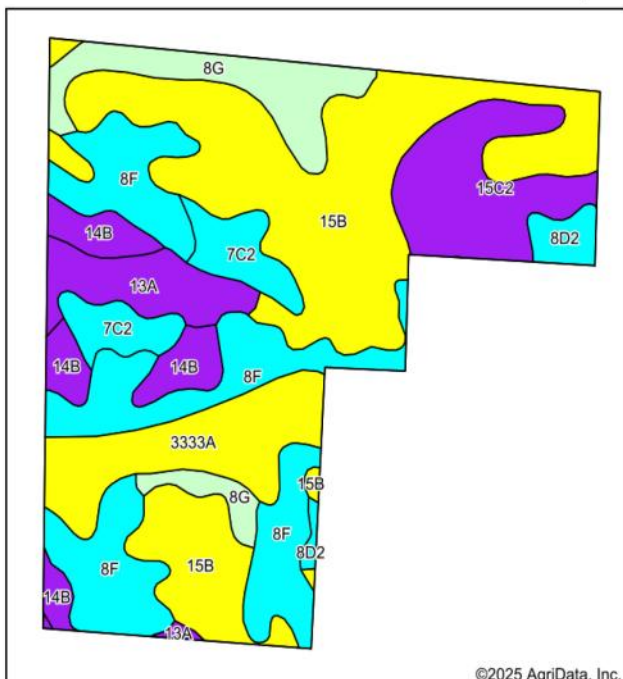
18-5N-1W
Fayette County
Illinois

0ft 514ft 1028ft



10/18/2025

Soils Map



State: **Illinois**
 County: **Fayette**
 Location: **18-5N-1W**
 Township: **Seminary**
 Acres: **108.86**
 Date: **10/18/2025**



Soils data provided by USDA and NRCS.

Area Symbol: IL051, Soil Area Version: 20													
Code	Soil Description	Acres	Percent of field	Il. State Productivity Index Legend	Subsoil rooting ^a	Corn Bu/A	Soybeans Bu/A	Wheat Bu/A	Oats Bu/A ^b	Sorghum ^c Bu/A	Grass-legume ^e hay, T/A	Crop productivity index for optimum management	*n NCCPI Soybeans
**15B	Parke silt loam, 2 to 5 percent slopes	35.96	33.0%		FAV	**150	**46	**58	0	**113	**4.00	**108	68
**8F	Hickory silt loam, 18 to 35 percent slopes	23.96	22.0%		FAV	**89	**30	**36	**41	0	**3.00	**68	14
**3333A	Wakeland silt loam, 0 to 2 percent slopes, frequently flooded	10.86	10.0%		FAV	**157	**50	**61	**77	0	**5.00	**115	79
**15C2	Parke silt loam, 5 to 10 percent slopes, eroded	9.92	9.1%		FAV	**142	**44	**55	0	**107	**3.00	**102	61
**8G	Hickory silt loam, 35 to 60 percent slopes	8.55	7.9%		FAV	**58	**20	**24	**27	0	**2.00	**44	14
**14B	Ava silt loam, 2 to 5 percent slopes	6.21	5.7%		UNF	**134	**44	**54	0	**106	**3.00	**99	55
Code	Soil Description	Acres	Percent of field	Il. State Productivity Index Legend	Subsoil rooting ^a	Corn Bu/A	Soybeans Bu/A	Wheat Bu/A	Oats Bu/A ^b	Sorghum ^c Bu/A	Grass-legume ^e hay, T/A	Crop productivity index for optimum management	*n NCCPI Soybeans
**7C2	Atlas silt loam, 5 to 10 percent slopes, eroded	5.75	5.3%		UNF	**104	**36	**41	**48	0	**3.00	**80	48
13A	Bluford silt loam, 0 to 2 percent slopes	5.67	5.2%		FAV	136	44	55	0	110	3.00	101	62
**8D2	Hickory silt loam, 10 to 18 percent slopes, eroded	1.98	1.8%		FAV	**107	**37	**44	**50	0	**4.00	**82	57
Weighted Average						124.5	39.7	49	22.3	58.9	3.5	91.5	*n 50

Table: Optimum Crop Productivity Ratings for Illinois Soil EFOTG are sourced from Bulletin 811 calculated Map Unit Base Yield Indices, and adjusted (Adj) for slope, erosion, flooding, and surface texture. Publication Date: 01-28-2025

Crop yields and productivity (B811 EFOTG) are maintained at the following USDA web site: 2023 Illinois Soil Productivity and Yield Indices: <https://efotg.sc.egov.usda.gov/#/state/IL/documents/section=2&folder=52809>

^a Base indexes from Bulletin 811 adjusted for slope, erosion, flooding, and surface texture according to the Il. Soils EFOTG

^b Soils in the southern region were not rated for oats and are shown with a zero "0".

^c Soils in the northern region or in both regions were not rated for grain sorghum and are shown with a zero "0".

^e Soils in the well drained group were not rated for grass-legume and are shown with a zero "0".

*n: The aggregation method is "Weighted Average using all components"

**AGREEMENT TO PURCHASE RESIDENTIAL REAL ESTATE
AT PUBLIC AUCTION**

THIS AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION (later called the "Agreement"), made and entered into as of this ____ day of _____, 20____ by and between _____

(collectively later called the "Seller"), and _____

_____ and/or their assigns

(collectively later called the "Purchaser"), as the highest bidder on the property (as defined in Paragraph 1) at the public auction on this date (the "Auction"), is made subject to the terms and conditions of the sale advertisements, all announcements made at the public auction and the following terms, covenants and conditions:

1. PROPERTY: Seller agrees to sell and Purchaser agrees to purchase tract(s) _____ sold as a total amount and/or tract(s) _____ sold on a per acre basis with approximately _____ total acres of real estate situated in _____ County, IL. Purchaser hereby acknowledges and understands that the Property is being sold on an "as is where is" basis. Purchaser further acknowledge that this Agreement is not contingent upon financing and that failure to close this transaction on or before _____, 20____ due to any delay caused by Purchaser shall constitute a forfeiture of the Earnest Money.

2. PURCHASE PRICE: Purchaser agrees to pay to the Seller the total sum of _____

(the "purchase price") subject to acreage determination by survey. Purchase price is figured from: _____

Upon execution of this agreement, the Purchaser will pay by check and not in cash

_____ (which amount is equal to ten percent (10%) of the Purchase Price as Earnest Money made payable to and to be held in the escrow account of _____ as escrow agent, there under for delivery to the Seller at the time of closing or as otherwise provided for herein. The balance of the Purchase Price shall be paid by Purchaser to the Seller at closing in cash or form of payment acceptable to the Seller.

3. TITLE: Seller shall furnish Purchaser with an Owners Title Insurance Commitment (Title Commitment), issued by _____. The cost of the Owners policy of title insurance shall be paid by Seller. Any title insurance or expenses requested by Lender shall be paid by Purchaser. The deed preparation and closing costs to be paid 50/50 between purchaser and seller. The Title Commitment shall commit the subject title company to issue Purchaser its standard owner's policy in the amount of the purchase price, showing title to the Property in the name of the Seller.

In the event that the Seller is unable to convey the Property in accordance with the terms of this agreement, Purchaser shall elect to either (a) take the Property encumbered with the objectionable exceptions to the title and waive any and all objections thereto without abatement of the Purchase Price, or (b) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect.

4. SURVEY: If survey is necessary, survey shall be provided at Seller's expense a new survey reflecting the legal description, acreage and boundary lines for any Tract of the Property where there is no existing legal description or where new boundaries are created by the divisions of Tracts at the Auction. Any need for a survey shall be determined at the sole discretion of the Seller. If a new survey is determined to be necessary by the Seller, the Purchase Price shall be adjusted to reflect any difference between the bid acreage and the surveyed acreage. Purchaser will then have a revised Purchase Price calculated by Multiplying the surveyed acreage by the actual Purchase Price per Acre indicated in Paragraph 2.

5. CLOSING AND POSSESSION: Any closing costs of the lender or closing agent shall be paid by Purchaser. Purchaser shall be responsible for payment of recording fees for the Deed. Seller shall be responsible for payment of the transfer tax or cost of deed stamps due in connection with the transaction contemplated herein. Each party shall pay its own attorneys' fees. All other closing costs and expenses, charges and fees other than those described in this paragraph 5 and paragraph 3 above shall be paid in accordance with local custom in _____ County, Illinois.

Purchaser acknowledges and agrees that this Contract is a CASH TRANSACTION only and, therefore, is not contingent on Purchaser's securing financing. The "Closing" shall take place on or before _____ at the office of _____ at a time designated by the Seller and agreed upon by Purchaser. Concurrently with the Closing, Purchaser shall pay to the Seller the Purchase Price, less the Earnest Money as provided for herein. Upon full receipt of the entire Purchase Price by Seller, Seller shall deliver to Purchaser special warranty deeds from each selling entity conveying title in the property to the Purchaser. Purchaser shall pay the charge for recording the Deed. Seller and Purchaser agree to execute any real estate transfer declarations required by the state, county or municipality in which the Property is located. The Seller and Purchaser agree to provide and to execute such further documents as may be

necessary or customary to close this Agreement (e.g., Seller Affidavit; FITPTA Affidavit; Organizational documents and closing statement) Closing fees to be split equally.

6. CASUALTY: Seller will keep the Property and Improvements insured until closing. If the improvements on the property are substantially damaged or destroyed by fire or other casualty prior to closing, then Purchaser will have the option of accepting all of the insurance proceeds and proceeding to close this Agreement, or terminating this Agreement. If this Agreement is terminated due to this paragraph then the earnest money will be returned to the Purchaser.

7. PURCHASER WARRANTIES: Purchaser represents and warrants to Seller, as of the Effective Date and as of the Closing Date, as follows:

- (a) Authority. Purchaser has the right, power, and authority to enter into this Contract and to purchase the Property in accordance with the expressed terms and conditions; each of the persons executing this Contract on behalf of Purchaser is authorized to do so; and this Contract constitutes a valid and legally binding obligation of Purchaser, enforceable in accordance with its terms;
- (b) Funds. None of the funds to be used for payment of the Purchase Price will be subject to 18 U.S.C. § 1956-1957 (Laundering of Money Instruments), 18 U.S.C. § 981-986 (Federal Asset Forfeiture), 18 U.S.C. § 881 (Drug Property Seizure), Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001, or USA Patriot Act;
- (c) OFAC. Purchaser is not, and will not become, a person or entity with whom U.S. persons are restricted from doing business with under the regulations of OFAC (including those named on OFAC's Specially Designed and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), the USA Patriot Act, or other governmental action; and
- (d) Representation. Purchaser has reviewed the terms and provisions of this Contract with legal counsel, or had an opportunity to review such terms and provisions with legal counsel, and been advised to review such terms and provisions with legal counsel.
- (e) Inspection. Purchaser has been given an opportunity for a full inspection of the property and related information and further acknowledges with respect to this agreement that Purchaser is satisfied in all respects with the condition of the Property and all matters pertaining thereto. Purchaser accepts the Property "as is" and in its present condition with Purchaser assuming risk thereof. Purchaser understands that Seller makes no warranty or representation of any kind, either implied or expressed or arising by particular purpose of the Property or any portion thereof, and in no event shall Seller be

liable for consequential damages. Purchaser acknowledges that Seller has not agreed to perform any work on or about the Property as a condition of Purchaser's purchase of it.

8. ASSIGNMENT: Purchaser may assign this Contract upon providing written notice thereof to Seller not less than Ten (10) days prior to Closing to any entity that is either wholly owned or controlled by Purchaser. Should Purchaser assign this Contract, Purchaser and Assignee shall be jointly and severally liable as to all of Purchaser's obligations contained in this Contract. Any other assignment or transfer of this Contract by either Party shall be subject to prior written consent of the other Party, and any attempt to assign this Contract without such consent shall be void and without force or effect.

9. MINERAL RIGHTS: One hundred percent (100%) of the mineral rights owned by Seller with respect to the Property, if any, shall be conveyed to Purchaser at Closing.

10. REAL ESTATE TAXES AND ASSESSMENTS: Seller agrees to pay the 2024 real estate taxes, due and payable in 2025, (which shall remain a lien upon the property and be paid by Purchaser(s) when due in 2025.

(or)

Seller shall be liable for the real estate taxes for the year 2024, due and payable in 2025. The real estate taxes for the year 2025 due and payable in the year 2026 shall be paid by the Purchaser. Because this tract is part of a larger tract of real estate, the parties agree to escrow an amount of money at closing to pay the 2024 real estate taxes due and payable in 2025. The amount escrowed shall be 115% of the 2023 tax bill. In the event that the amount escrowed is not sufficient to pay the 2024 real estate taxes due and payable in 2025, the Seller will, on demand from the escrow agent, pay the deficiency to the escrow agent no later than one week prior to the due date of the first installment of the 2024 real estate taxes due and payable in 2025. In the event that the amount escrowed exceeds the amount necessary to pay the 2024 real estate taxes due and payable in 2025 the escrow agent will pay the excess amount to the Seller. The Seller will pay one-half of the fees of the escrow agent for the real estate tax escrow and the purchaser will pay one-half of the fees of the escrow agent for the real estate tax escrow. This paragraph shall survive the closing.

(or)

Real estate taxes for the year 2024, due and payable in 2025, will be paid by Seller by credit to Purchaser at the time of closing. The credit will be equal to 105% of the amount of the 2023 real estate taxes paid in 2024. The credit adjustment made at closing shall be final and Purchaser shall pay the 2024 taxes when the same are due in 2025. The 2025 real estate taxes, due and payable in 2026 will be prorated to the date of closing.

(or)

Real estate taxes for the current year shall be prorated, based upon the most recent available information, as follows:

11. DEFAULT: If Purchaser fails to perform any obligation imposed by this Agreement, Seller may serve written notice of default upon Purchaser and if such default is not corrected within ten (10) days thereafter, then, at the option of the Seller, this Agreement shall terminate and the Seller shall be entitled to retain the Earnest Money paid hereunder as liquidated damages. The foregoing remedy in the event of default is not intended to be the exclusive remedy of Seller, and Seller shall have the right to seek any other remedies available at law or equity, including but not limited to specific performance. Default by Purchaser shall entitle Seller to court costs and reasonable attorney's fees incurred in enforcing the provision of this Agreement.

In the event of failure of Seller to perform the obligations imposed by this Agreement, Purchaser's sole remedy hereunder is to terminate this Agreement and receive a refund of the Earnest Money upon similar notice served upon Seller and similar expiration time period.

The Escrow Agent, upon receiving an affidavit from the non-defaulting party stating that this Agreement has been terminated as provided herein, shall be entitled to rely upon such affidavit and shall deliver the earnest money to the non-defaulting party.

12. UTILITY: Seller shall pay for utility charges up to the date of closing. Buyer shall be responsible for utility charges subsequent to the closing date.

13. DISCLOSURES:

(a) Residential Real Property Disclosure:

Prior to the signing of this Contract, Seller has completed and delivered to Buyer a Residential Real Property Disclosure Report as required by the Illinois Residential Real Property Disclosure Act and Buyer acknowledges receipt of such report.

OR

Seller is selling the property as a fiduciary in the course of the administration of the decedent's estate and is thus not required to complete or deliver to Buyer a Residential Real Property Disclosure Report according to the Illinois Residential Real Property Disclosure Act, 765 ILCS 77/15(2014.)

- (b) Radon Disclosure: Prior to the signing of this Contract, Seller has completed and delivered to Buyer a Disclosure of Information on Radon Hazards as required by the Illinois Radon Awareness Act, attached hereto as Exhibit "A" and Buyer acknowledges receipt of such report.
- (c) Smoke Detector Act: The parties acknowledge that Seller has provided Buyer with a copy of the Illinois Smoke Detector Act, a copy of the Act is attached to this Agreement as Exhibit "B".
- (d) Lead Paint Disclosure: Prior to the signing of this contract, Seller has completed and delivered to Buyer a "Disclosure of Information on Lead-Based Paint and/or Lead-Based Hazards for Target Housing Sales," a copy of which is attached as Exhibit "C". Buyer further acknowledges receipt of the EPA pamphlet "Protect Your Family From Lead in Your Home" and elects to waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards.
- (e) Mold Disclosure: To the best of Seller's actual knowledge, Seller represents that the property described herein has not been previously treated for molds, fungi, mildew and similar organisms ("mold"). Buyer acknowledges that molds, fungi, mildew and other similar organisms may exist in the property of which the Seller is unaware and has no actual knowledge. These contaminant's generally grow in places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plan pots, or where there has been flooding. A professional home inspection may not disclose molds. Buyer may wish to obtain an inspection specifically for molds to more fully determine the condition of the Property and its environmental status. Neither Seller's agents nor Buyer's agents are experts in the field of mold. The Buyers are strongly encouraged to satisfy themselves as to the Property conditions.

Seller and Buyer have read this Mold Disclosure paragraph and by their signatures on this contract acknowledge such disclosure.

14. PROVISIONS RELATING SPECIALLY TO SELLER/TRUST/ TRUSTEES/ EXECUTOR AND THEIR RESPECTIVE SPECIAL CIRCUMSTANCES: Trustee/Executor Disclaimer. Each fiduciary comprising Seller executes this instrument only in its representative capacity and shall not be bound or obligated hereunder except in such capacity. Purchaser acknowledges and agrees that this Agreement is made by such fiduciaries solely in their fiduciary capacity as described in the signatures affixed hereto, and that such fiduciaries shall not be liable for any breach or any failure to perform any obligation under this Agreement except from assets held in the fiduciary capacity described.

15. PROVISIONS RELATING TO THE AUCTION COMPANY/ AUCTIONEER/ BROKERS/ FINDERS/ AGENTS: This Agreement is solely between Seller and Purchaser. Wheeler Auctions & Real Estate, L.L.C. (the "Auction Company") and its licensed auctioneers are exclusively employed by the Seller and not by Purchaser. The Auction Company under no circumstances represents the Purchaser. The Auction Company and its auctioneers shall not be liable for any patent or latent defects or deficiencies existing in the Property, improvements or other appurtenant structures thereon, nor for any information provided to the Purchaser. The Purchaser acknowledges that it has conducted its own independent investigations, inspections, inquiries and due diligence concerning the Property and has received all necessary advice it needs to enter into this Agreement, separate from and not in reliance upon any representation or statement of Wheeler Auctions and Real Estate, L.L.C. or its agents. Purchaser initials _____.

16. IRS 1031 TAX EXCHANGE DECLARATION (Optional):

It is agreed between the purchaser(s) and seller(s) that a material part of the consideration to the Purchasers for purchasing is that the Purchaser has the option to qualify this transaction as part of a tax-deferred exchange under Section 1031 of the Internal Revenue Code of 1986 as amended. Sellers agree that Purchaser may assign this Agreement to an exchange intermediary of Purchasers choice. Purchaser agrees that any and all additional expense, if any, shall be borne by Purchaser and Sellers agree to fully cooperate to complete the exchange.

Seller hereunder desires to exchange, for other property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended and the Regulations promulgated there under, fee title in the property which is the subject of this Contract. Seller expressly reserves the right to assign its rights, but not its obligations, hereunder to a Qualified Intermediary as provided in IRC Reg. 1.1031(k)-1(g)(4) on or before the closing date.

17. MISCELLANEOUS:

- (a) Jurisdiction. This agreement shall be construed in accordance with the laws of the State of Illinois. Any provision of this Agreement which is unenforceable or invalid, or the inclusion of which would affect the validity, legality, or enforcement of this Agreement shall be of no effect, but all the remaining provisions of the Agreement shall remain in full force and effect.
- (b) Entire Agreement. This Agreement contains the entire agreement of the parties and no representations, warranties or agreements have been made by either of the parties except as set forth in this Agreement.

- (c) Heirs, Successors and Assigns. This Agreement shall ensure to the benefit of and shall be binding upon the Seller and Purchaser and their respective heirs, successors, and permitted assigns, provided, however, that Purchaser may not assign its rights or obligations hereunder without the prior written consent of the Seller.
- (d) Time is Of the Essence. The time for performance of the obligations of this Agreement is of the essence.
- (e) Notice. All notices shall be in writing and shall be deemed to have been properly delivered as of the time of delivery if personally delivered or as of the time deposited in the mail systems if sent by United States certified mail, return receipt requested, and postage prepaid.
- (f) Copies and Signatures. Both parties recognize that, depending on the circumstances, copies of any signed document or Agreement may be obtained by electronic signature and that copies may not be available to a party immediately upon signing. Both parties agree to accept electronic signatures as originals. The parties further agree that they will accept an electronic copy of the Agreement up to one business day after the auction from the Auction Company or Title Company.

18. Tenant Rights:

19. SPECIAL AGREEMENTS (if any):

IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

SELLER:

ADDRESS:

PHONE:

EMAIL:

DATE: _____

PURCHASER:

ADDRESS:

PHONE:

EMAIL:

DATE: _____

LENDER CONTACT:

TITLE COMPANY'S INFORMATION:

NAME: _____

ADDRESS: _____

PHONE: _____

