

Adams County, IL REAL ESTATE AUCTION

FRIDAY , JANUARY 31, 2025 AT 10 AM

**AUCTION LOCATION: Bear Creek American Legion,
2246 East 1000 St., Mendon, IL 62351**

PROPERTY LOCATION: From Quincy, Illinois take Hwy. 336 north 12 miles to Mendon exit, turn right on County Road N.2250th Avenue and go east 2 1/2 miles to the property on the left. TRACT 2 lies in the northwest corner of the intersection of the County Roads N.2250th Avenue and County Road E. 1535th Street.

**112 +/- ACRES OFFERED IN TWO TRACTS, EACH WITH
A DIRECT COUNTY ROAD ACCESS AND FRONTAGE. LOCATED IN
TOWNSHIP 1N, RANGE 7W, SECTION 9 OF HONEY CREEK
TOWNSHIP, ADAMS COUNTY, IL**

**SELLERS: JOHN K. AND
RICA A. RICHMILLER**



**For more information call:
Charlie Nordwald
636-795-4552
Managing Broker #471.012853
WHEELER AUCTIONS**

ADAMS COUNTY, IL

REAL ESTATE AUCTION

FRIDAY, JANUARY 31, 2025 AT 10 AM
PRE-AUCTION VIEWING
SATURDAY, JANUARY 11, 2025, FROM 11 AM - 1 PM

AUCTION LOCATION: Bear Creek American Legion Post #823
2246 East 1000 Street, Menden, Illinois 62351

Directions: From Menden, Illinois exit on Hwy. 336, turn left and go west 2 1/2 miles on Hwy. 61 to the American Legion on the left.

PROPERTY LOCATION: From Quincy, Illinois take Hwy. 336 north 12 miles to Menden exit, turn right on County Road N.2250th Avenue and go east 2 1/2 miles to the property on the left.
TRACT 2 lies in the northwest corner of the intersection of the County Roads N.2250th Avenue and County Road E. 1535th Street.

**112 +/- ACRES OFFERED IN TWO TRACTS, EACH WITH
A DIRECT COUNTY ROAD ACCESS AND FRONTAGE. LOCATED
IN TOWNSHIP 1N, RANGE 7W, SECTION 9 OF
HONEY CREEK TOWNSHIP, ADAMS COUNTY, ILLINOIS.**

TRACT ONE: consists of 80 +/- acres with frontage on County Road N. 2250th Avenue and access directly off County Road N. 2250th Avenue over a 30 ft. private driveway with a recorded easement for ingress and egress. Tract One is primarily open and currently used for crop production and permanent pasture and hay production. The balance is in some scattered trees, wooded creek banks and fence rows. A portion of the tillable acres lies on the ridge and other tillable acres lie in the Honey Creek bottom.

TRACT TWO: Consists of 32+/- acres with frontage and access off both County Road N. 2250th Avenue along the south side and County Road E. 1535th Street along the east side. It is basically open with some tillable ground that has been in crop production, some pasture and hay ground.

The balance is in scattered trees and narrow wooded draws.

The auction tract lines do not match the Adams County FSA maps, so please consult the FSA maps to determine the exact FSA crop land acres.

The Richmiller property offers a wonderful opportunity to buy an attractive piece of Adams County property that is close to Hwy. 336, just minutes from Quincy, with direct road frontage and access, rural water, farm income and some incredible hunting potential. These tracts offer some beautiful home and lake sites, perfect for your own family estate.

AUCTION TERMS AND CONDITIONS

Procedure: Property shall be sold subject to confirmation of final bid of individual tracts, combination of tracts or entire offering by seller or sellers at the conclusion of the bidding process.

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.

Auction Method: The Richmiller Farm will be sold by the acre using the choice method, giving the successful bidder the right to take either individual tract or both if they choose.

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

Possession: Possession given at closing.

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.

Acreage: All acreage is approximate and has been estimated based on current legal descriptions and/or aerial photos.

Taxes: The 2025 Property taxes will be pro-rates to the date of closing.

Survey: The Richmiller Property is being surveyed by Klingner & Associates (217-223-3670) and as soon as the new surveyed acreages are available we will adjust our tract amounts to the surveyed acres.

Closing: Anticipated closing date shall be on or before Friday, February 28, 2025 or on a date mutually agreed upon between the buyer(s) and the sellers conducted at the office of Adams County Abstract and Title Company, 231 N 6th St, Quincy, IL 62301, (217) 222-2090.

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.

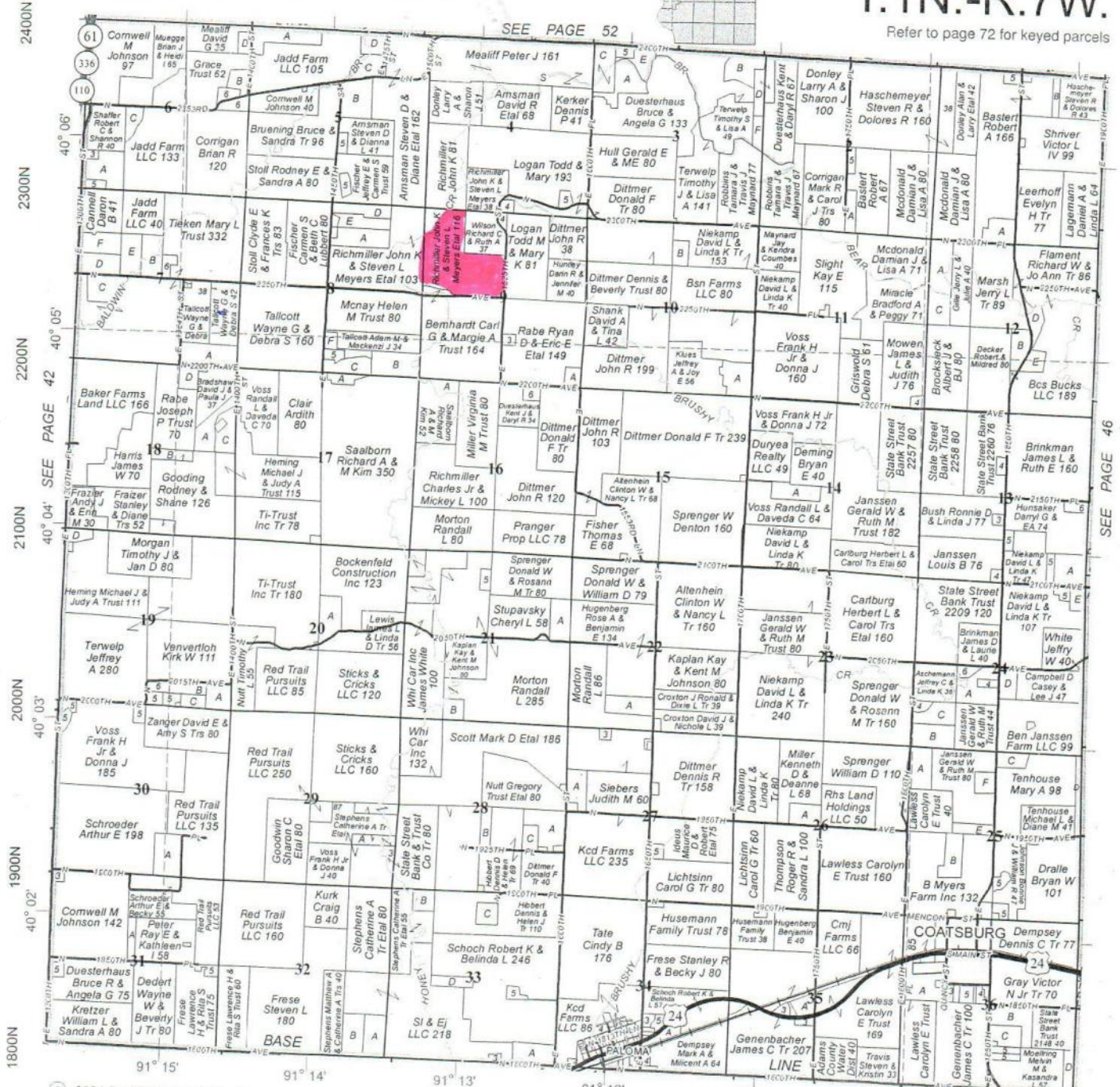
New Data, Corrections and Changes: Please arrive prior to scheduled auction time to inspect any changes, corrections or additions to the property information. **ALL ANNOUNCEMENTS AND INFORMATION GIVEN FROM THE AUCTION PODIUM SHALL TAKE PRECEDENCE OVER PREVIOUSLY PRINTED OR STATED ADVERTISEMENT.**

HONEY CREEK

T.1N.-R.7W.

SEE PAGE 52

Refer to page 72 for keyed parcels



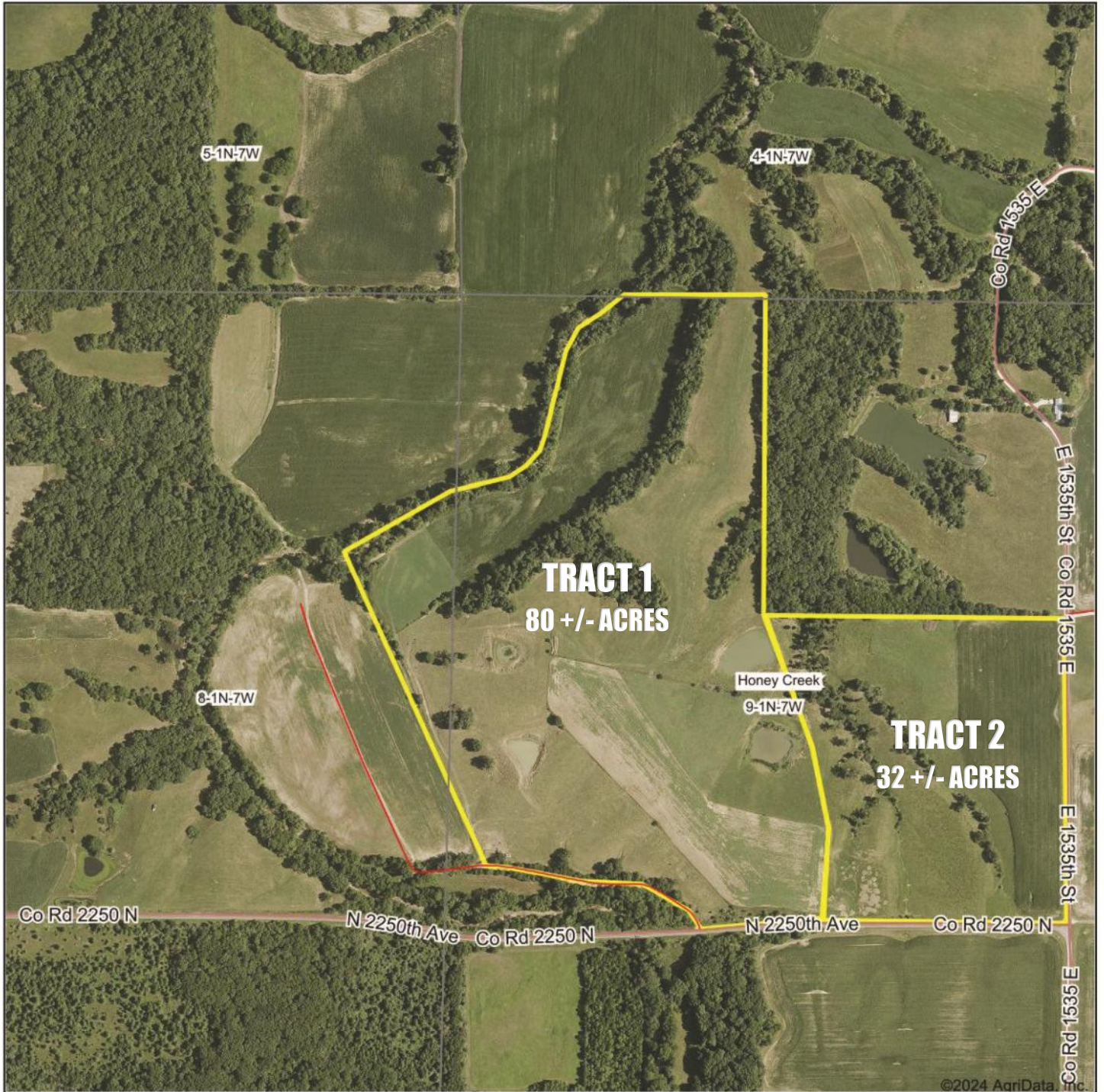
© 2024 Rockford Map Pubs., Inc.

SEE PAGE 32

SEE PAGE 46

1300E 1400E 1500E 1600E 1700E 1800E 1900E Adams County, IL

Aerial Map



©2024 AgriData, Inc.

Wheeler
AUCTIONS & REAL ESTATE
23101 Hwy 24 Paris, MO 65273
Phone: 660-307-2800 Fax: 660-307-5390
www.wheelerauctions.com

Boundary Center: 40° 5' 26.78, -91° 13' 8.36

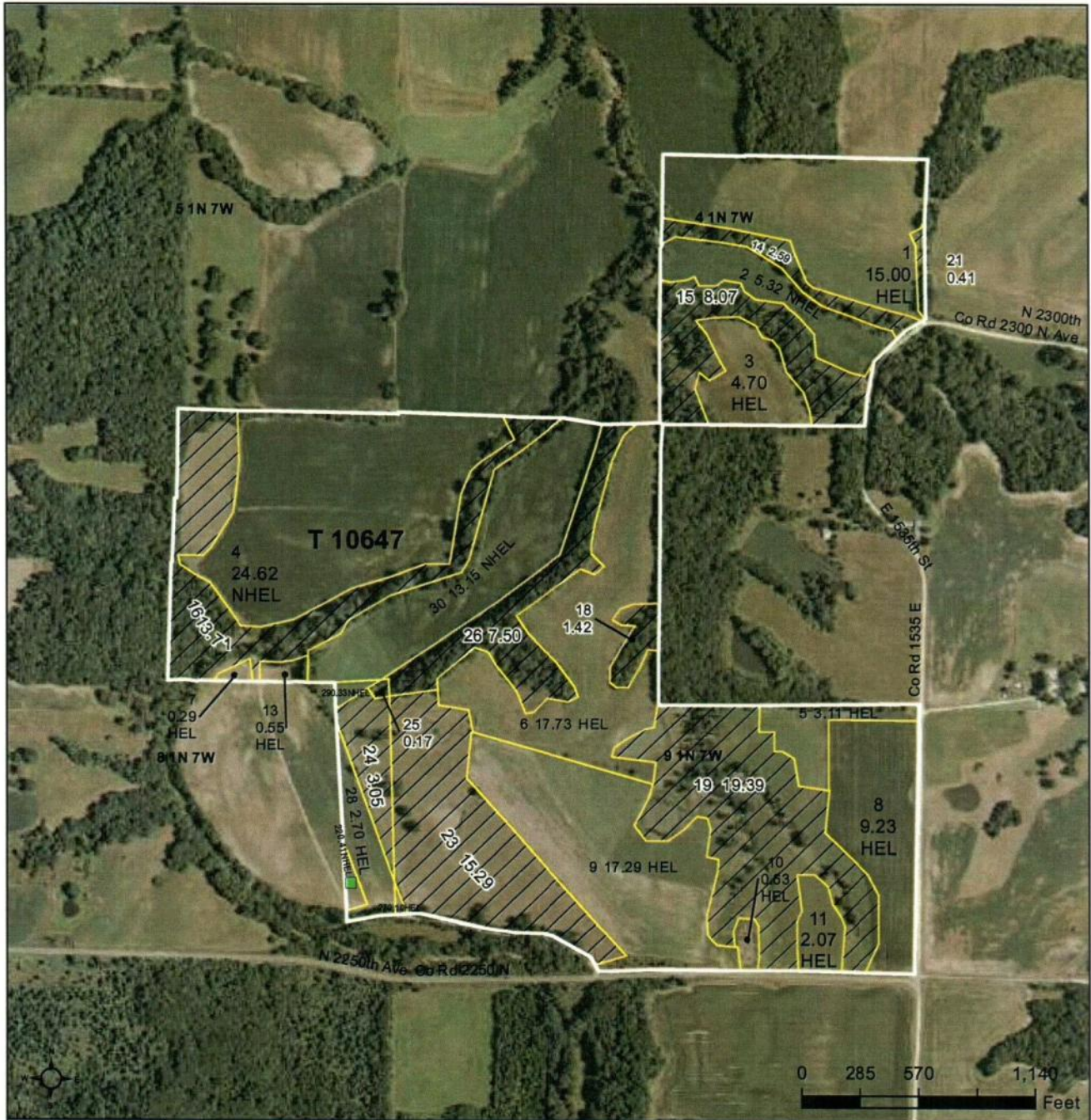


9-1N-7W
Adams County
Illinois



Maps Provided By:
surety
CUSTOMIZED ONLINE MAPPING
© AgriData, Inc. 2023 www.AgriDataInc.com

12/2/2024



Legend

- Tract Boundary
- Non-Cropland
- Cropland
- CRP

Wetland Determination Identifiers

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

2025 Program Year
Map Created October 24, 2024

Farm 8978
Tract 10647

Tract Cropland Total: 117.23 acres

IL001_T10647

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) Imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

ILLINOIS
ADAMS
Form: FSA-156EZ



FARM : 8978
Prepared : 11/21/24 7:59 AM CST
Crop Year : 2025

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name : STEVEN L MEYERS
CRP Contract Number(s) : None
Recon ID : 17-001-2012-33
Transferred From : None
ARCPLC G/IF Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
188.83	117.23	117.23	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD	
0.00	0.00	117.23	0.00		0.00	0.00	0.00	0.00	

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	CORN

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	48.10	0.00	108	
TOTAL	48.10	0.00		

NOTES

Tract Number : 10647

Description : E9-4/8/9 HONEY CREEK T1N-R7W
FSA Physical Location : ILLINOIS/ADAMS
ANSI Physical Location : ILLINOIS/ADAMS
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : JOHN K RICHMILLER, STEVEN L MEYERS
Other Producers : None
Recon ID : None

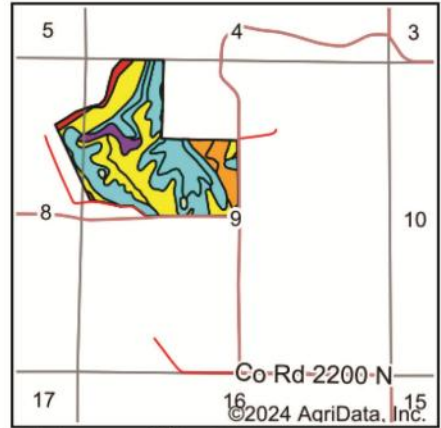
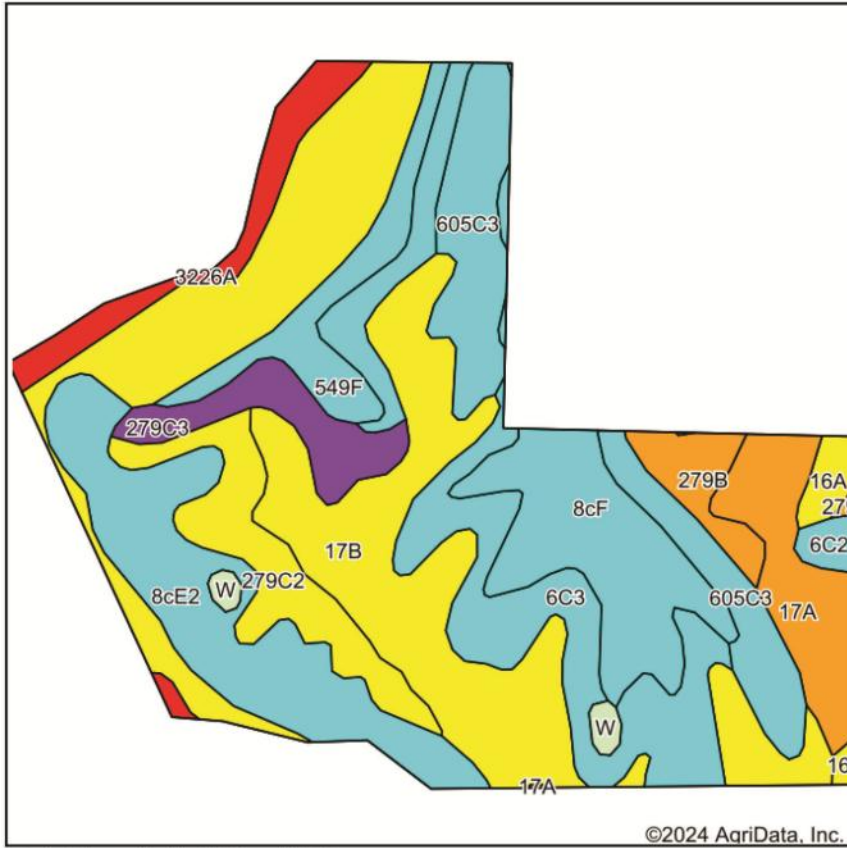
Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
188.83	117.23	117.23	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	117.23	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	48.10	0.00	108
TOTAL	48.10	0.00	

Soils Map



State: **Illinois**
 County: **Adams**
 Location: **9-1N-7W**
 Township: **Honey Creek**
 Acres: **112.51**
 Date: **12/11/2024**



Soils data provided by USDA and NRCS.

Area Symbol: IL001, Soil Area Version: 23

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-le gume ^e hay, T/A	Crop productivity index for optimum management	*n NCCPI Soybeans
**17B	Keomah silt loam, 2 to 5 percent slopes	19.83	17.9%		FAV	**158	**50	**64	**81	0	**5.00	**117	68
**3333A	Wakeland silt loam, 0 to 2 percent slopes, frequently flooded	13.86	12.3%		FAV	**157	**50	**61	**77	0	**4.60	**115	73
**8cF	Hickory silt loam, cool mesic, 18 to 35 percent slopes	13.47	12.0%		FAV	**89	**30	**36	**41	0	**3.00	**68	13
**8cE2	Hickory silt loam, cool mesic, 18 to 25 percent slopes, eroded	12.97	11.5%		FAV	**93	**32	**38	**43	0	**3.10	**71	42
**6C3	Fishhook silty clay loam, 5 to 10 percent slopes, severely eroded	10.82	9.6%		UNF	**97	**31	**37	**46	0	**2.90	**71	31

Soils data provided by USDA and NRCS. Soils data provided by University of Illinois at Champaign-Urbana.

Code	Soil Description	Acres	Percent of field	II. 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
**605C3	Ursa silty clay loam, 5 to 10 percent slopes, severely eroded	10.23	9.1%		UNF	**83	**29	**34	**37	0	**2.80	**63	23
**279C2	Rozetta silt loam, 5 to 10 percent slopes, eroded	6.46	5.7%		FAV	**153	**47	**60	**78	0	**4.90	**112	63
17A	Keomah silt loam, 0 to 2 percent slopes	6.35	5.6%		FAV	161	51	65	83	0	5.10	119	70
**549F	Marseilles silt loam, 18 to 35 percent slopes	4.77	4.2%		UNF	**99	**32	**40	**52	0	**2.50	**74	8
**279C3	Rozetta silty clay loam, 5 to 10 percent slopes, severely eroded	4.10	3.6%		FAV	**139	**43	**55	**71	0	**4.50	**102	59
**3226A	Wirt silt loam, 0 to 2 percent slopes, frequently flooded	4.05	3.6%		FAV	**131	**42	**50	0	**101	**3.20	**95	56
**279B	Rozetta silt loam, 2 to 5 percent slopes	2.63	2.3%		FAV	**161	**50	**64	**82	0	**5.20	**118	78
16A	Rushville silt loam, 0 to 2 percent slopes	1.40	1.2%		FAV	147	48	61	73	0	4.60	109	41
**6C2	Fishhook silt loam, 5 to 10 percent slopes, eroded	0.85	0.8%		UNF	**119	**38	**46	**57	0	**3.50	**87	36
W	Water	0.72	0.6%										
Weighted Average						123.8	39.9	49.4	58.6	3.6	3.9	91.9	*n 47.1

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: 02-08-2023

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

****** Base indexes from Bulletin 811 adjusted for slope, erosion, flooding, and surface texture according to the II. 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 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 31st day of January, 2025 by and between
_____ John and Rica Richmiller _____

_____ (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 Adams County, IL (collectively referred to as the "Property"). 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 March 3, 2025 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, wire transfer or other acceptable _____ electronic _____ transfer _____ 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 Adam's County Abstract & Title Company Inc. 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 Adams County Abstract & Title Co., Inc. 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, if sold on a price per acre basis. 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 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 shall be paid in accordance with local custom in Adams 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 March 3, 2025 at the office of Adams County Abstract & Title Co. Inc. 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 a special warranty deed 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. CRP: The property is currently enrolled in a Conservation Reserve Program ("CRP") until N/A. Purchaser(s) agree(s) to assume the responsibility of Seller under said CRP Contract beginning January 1, 20____. Sellers retain all rights to payments under the CRP Contract for the year N/A and earlier. Purchaser(s) shall have all rights to receive payments under the CRP Contract for the year N/A and later crop years. The parties agree that the CRP Contract shall be prorated with Purchaser(s) to receive the payment due on N/A.

10. 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.

11. REAL ESTATE TAXES AND ASSESSMENTS: 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.

12. 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.

13. ENVIRONMENTAL: The Purchaser acknowledges that the Seller has not made and hereby disclaims any and all representations and warranties, either express or implied, regarding the environmental condition of the Property. The Purchaser shall rely upon its own independent investigation, inspection, inquiry, analysis, and due diligence to evacuate and ascertain the environmental condition of the Property. The Purchaser has been advised that the Property is being sold “as is, where is” and that Seller is not representing or warranting that the condition of the Property is in accordance or compliance with any past, present, or future federal, state or local environmental laws, regulations, requirements, or standards.

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) The Seller and Purchaser, pursuant to the Illinois Right of Publicity Act, (765 ILCS 1075/1 et. seq.), specifically grant Auction Co. non-exclusive rights to use Purchaser's identity for commercial purposes as defined in the statute.

18. FSA/NRCS: Seller is obligated to maintain (if any) the current FSA Program and Basis on the above listed real estate. Purchaser agrees to the division of FSA Program data as a percent of cropland acres per tract. Purchaser assumes the responsibility of any and all FSA or NRCS Programs currently in place. Purchaser will be required to maintain and comply with FSA regulations of the CRP contract.

19. Tenant Rights: N/A

20. 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:
John Richmiller

Rica Richmiller

ADDRESS:
1215 N. 12th St
Quincy, IL 62301

PHONE: 217-316-3525
EMAIL: bando155@hotmail.com
DATE: January 31, 2025

PURCHASER:

ADDRESS:

PHONE: _____
EMAIL: _____
DATE: _____

LENDER CONTACT:

TITLE COMPANY'S INFORMATION

NAME: Adams County Abstract & Title Company, Inc
ADDRESS: 231 N. 6th St., Quincy, IL 62301
PHONE: 217-222-2090

AUCTIONEER CONTACT

Charlie Nordwald
SIGNATURE _____
23101 Hwy. 24, Paris, MO 65275
charlie@wheelerauctions.com
636-795-4552
IL RE License# 471.012853