

27 E Liberty Lane • Danville, IL 61832 217-477-5700 www.AgExchange.com

Tuesday, September 10th • 10:00 am (CST) Auction will be held at Georgetown Fair Banquest Center, Georgetown, IL.





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LAND AUGTION

Vermilion County IL Farmland Contracts

Auction will be held at the Georgetown Fair Banquet Center

Located in Catlin, Jamaica, Sidell, and **Carroll townships in Vermilion County, Illinois**

Tuesday, September 10th • 10:00 am (CST)

LAND AUGTION **Vermilion County IL Farmland**



Auction will be held at the Georgetown Fair Banquet Center

- Vermilion County IL Farmland
- Open Farm Tenancy
- Wooded Acreage



• Productive Drummer Flanagan Soils

Located in Catlin, Jamaica, Sidell, and **Carroll townships in Vermilion County, Illinois**

Tuesday, September 10th • 10:00 am (CST)

Auction date: Tuesday, September10th, 10:00 am (CST)

Auction location:

Georgetown Fair Banquet Center 413 N Seminary Street, Georgetown, IL 61846



Auction Terms and Conditions

Method of Sale: T1 and T2 will be offered individually. T3, T4, and T5 will be offered using buyer's choice and privilege. T6 and T7 will be offered individually on a dollar per acre basis. Final sale price of T6 and T7 shall be adjusted by the bid price times the final surveyed acres. Survey: A new survey shall be provided where there is no existing legal description. The type of survey performed shall be sufficient for providing title insurance. Buyer shall pay 100% of the survey cost.

Deed of Conveyance: At closing Seller shall execute and deliver into Vermilion County Title. Inc.'s escrow, a Certificate of Sale pursuant to 735 ILCS 5/15-1507(f) which shall be recorded. Upon entry of the Court's Order Confirming the Sale, Seller shall deliver a Judicial Deed into Vermilion County Title. Inc.'s escrow who will then record the deed at which time Buyer will take fee simple title to said real estate, subject only to taxes and assessments for 2019 and thereafter, easements, covenants and restrictions of record, building and zoning ordinances and Schedule B exceptions appearing in the following described Commitment For Title Insurance.

Evidence of Title: (a) Seller has delivered as evidence of title a Commitment for Title Insurance issued by a title insurance company regularly doing business in the county within which said real estate is located, committing the company to issue a Policy in the usual form. A reasonable time prior to closing Seller agrees to provide Buyer an updated Commitment, showing Buyer as the proposed EXHIBIT A insured, and showing the insurance to be in the amount of the purchase price set forth above.

(b) Buyer has reviewed said Title Insurance Commitment and accepts the same as evidence of merchantable title. (c) The cost of an Owner's Policy Of Title Insurance in the full amount of the purchase price, issued by the company making the Title Insurance Commitment, shall be at the sole expense of Seller, except that Buyer shall pay the Buyer's customary share of search charges in connection with the issuance of the Title Policy and the cost of any Mortgage Policy Of Title Insurance and endorsements required by Buyer's lender, if any.

Possession and Closing: Closing shall take place 30 days after auction day, or as soon thereafter as applicable closing documents are completed. Anticipated closing date is on or before November 15, 2019 at the office of Vermilion County Title, Inc. Possession of the real estate shall be delivered to Buyer on November 15, 2019. Defendants are farming the subject real estate, any growing crops will continue to belong to the Defendants through December 1, 2019 and Defendants' interest in any express or implied leases on the subject real estate is terminated effective December 1, 2019, and they are ordered evicted and directed to deliver up the premises to the successful bidder no late than 12:01 p.m. on December 1, 2019.

The property is being sold on an "as is" basis, and no warranty or representation either expressed or implied, concerning the condition of the property is made and directed to deliver up the premises to the successful bidder no later by the seller or the auction company. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries and due diligence concerning this property. The information contained in this Taxes and Assessments: General taxes and assessments for the year brochure is believed to be accurate but is subject to verification by all parties 2019, due and payable in 2020, estimated on the basis of the most relying on it. No liability for its accuracy, errors or omissions is assumed by the current information, including confirmed assessed values, and any sellers or the auction company. All sketches and dimensions in this brochure unpaid taxes or assessments for prior years, shall be Seller's expense. are approximate. Photographs are used for illustrative purposes only. Conduct General taxes and assessments for the year 2020 and thereafter shall be at the auction and increments of the bidding are at the discretion of the auc-Buyer's expense. Real estate transfer tax shall be Seller's expense. Such tioneer. The sellers and the auction company reserve the right to preclude any taxes and assessments chargeable to Seller, which are unpaid as of the person from bidding and to remove any person from the auction if there is any date of closing, may be taken by Buyer at closing as a credit against the question as to the person's credentials, fitness, conduct, etc. All decisions of the purchase price, and upon receipt of such credit, Buyer shall be deemed auctioneer are final. to have released Seller from any further liability to Buyer in connection Seller: Longview Bank & Trust, by Order of the Vermilion County Circuit Court, therewith, unless otherwise agreed in writing between the parties. Case # 2019-CH-11

Travis Selby, Auctioneer, 217-304-1686

IL Lic. # 441.001485 Ag Exchange Farm Real Estate 27 E Liberty Lane • Danville, IL 61832 • 217-477-5700 Travis@AgExchange.com • www.AgExchange.com

Mineral Rights: The sale of the property shall include all mineral rights owned by the seller, if any.

1031 Exchange (Buyer) Buyer may desire to use the said real estate as part of a tax-free exchange of like-kind property, pursuant to Section 1031 of the Internal Revenue Code of 1985, as amended, and the regulations promulgated thereunder. To facilitate such use of the said real estate, Sellers agree that Buyer may assign this Contract and/or Buyer's rights hereunder to any qualified Intermediary ("Intermediary"), qualified Escrow ("Escrow"), qualified Trust ("Trust"), accommodation party, or Exchange Accommodation Titleholder ("EAT"), participating with Buyer in such exchange (as contemplated by Treasury Regulation Section 1.1031(k)-1(g)(4) and related regulations). In the event of any such assignment: (i) Buyer shall give written notice of the assignment and the identity of the Intermediary, Escrowee, Trustee, accommodation party or EAT to the Sellers prior to the date of closing; (ii) except to the extent of any liabilities expressly assumed by the Intermediary, Escrowee, Trustee, accommodation party or EAT in writing in connection with such assignment, the Intermediary, Escrowee, Trustee, accommodation party or EAT shall have no personal liability to the Sellers or any other person or entity under this Contract, or under any other document or instrument at any time executed by Buyer or the Intermediary, Escrowee, Trustee, accommodation party or EAT in connection with or pursuant to this Contract (each such document or instrument being referred to herein as a "Related Document"), and neither the Sellers nor any other person or entity shall have any recourse against the Intermediary, Escrowee, Trustee, accommodation party or EAT, or any of its assets, on account of any breach or default hereunder or under any Related Document; (iii) the Intermediary, Escrowee, Trustee, accommodation party or EAT shall have all of the rights and remedies of Buyer provided for herein or in any Related Documents; (iv) there shall be no diminution of the Sellers' rights or remedies and no increase of the Sellers' liabilities, costs or obligations hereunder or under any Related Document on account of such assignment; and (v) notwithstanding anything to the contrary contained herein, Buyer shall continue to be liable to the Sellers for all obligations imposed upon Buyer under this Contract and under any Related Document executed by Buyer.

Time of the Essence: Time for the performance of the obligations of the parties is of the essence.

Agency: Ag Exchange Inc. and its representatives are Exclusive Agents of the Seller.

Disclaimer and Absence of Warranties: All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the sales contract.

ANNOUNCEMENTS MADE BY THE AUCTIONEER AT THE AUCTION PODIUM DURING THE TIME OF THE SALE WILL TAKE PRECEDENCE OVER ANY PREVIOUSLY PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.

Property Information:

Property Information:

This is an "AS-IS" sale for CASH. The successful bidders must make a 10% NONREFUNDABLE down payment by certified funds and the balance shall be payable within 30 days through a closing in escrow at Vermilion County Title, Inc., 112 N. Vermilion St., Danville, Illinois 61832. NO REFUNDS. The property is subject to general real estate taxes, special assessments or special taxes levied against the real property. This property is offered for sale as provided in the Order entered in this cause on July 26, 2019 without any representation as to quality or quantity of title and without recourse to plaintiff. The sale is subject to confirmation by the court pursuant to the Order entered in this cause on July 26, 2019. Upon payment in full of the bid amount through a closing in escrow at Vermilion County Title, Inc., the purchaser shall receive a Certificate of Sale in recordable format, which will entitle the purchaser to a Judicial Deed to the real property after Confirmation of the Sale.

All or part of the property may be available for inspection by appointment only. Prospective bidders are admonished to access the following website to review the auction information and terms of the contract:

WWW.AGEXCHANGE.COM











TI and T2 will be offered individually.





Area	rea Symbol: IL183, Soil Area Version: 14 T1 Soil Chart												
Cod e	Soil Description			II. State Productivity Index Legend	Subsoil rooting a		Soybeans Bu/A	Wheat Bu/A		Crop productivity index for optimum management			
	Drummer silty clay loam, 0 to 2 percent slopes	26.20	52.4%		FAV	195	63	73	100		144		
	Flanagan silt loam, 0 to 2 percent slopes	23.76	47.6%		FAV	194	63	77	102		144		
				d Average	194.5	63	74.9	101		144			

Area Sy	Area Symbol: IL183, Soil Area Version: 14 T2 Soil Chart												
Code	Soil Description	Acres	Percent of field	II. State Productivity Index Legend	Subsoil rooting a	Corn Bu/A	Soybeans Bu/A		Oats Bu/A b	Crop productivity index for optimum management			
152A	Drummer silty clay loam, 0 to 2 percent slopes	63.37	62.2%		FAV	195	63	73	100	144			
154A	Flanagan silt loam, 0 to 2 percent slopes	36.52	35.8%		FAV	194	63	77	102	144			
**171B	Catlin silt loam, 2 to 5 percent slopes	2.02	2.0%		FAV	**185	**58	**72	**98	**137			
	Weighted Average 194.4 62.9 74.4 100.7 14												

T1: +/- 50.28 acres consisting of +/- 50 tillable acres. 144 Pl Part of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 13, T18N -R13W CATLIN TWP. PIN: 26-13-300-008 (23.06 acres) and 26-13-300-007 (27.22 acres) 2018 payable 2019 real estate tax: \$2,971.28 T2: +/- 100 acres consisting of +/- 100 tillable acres. 143.9 Pl Part of the NE $\frac{1}{4}$ and part of the SE $\frac{1}{4}$ of Section

24, T18N - R13W Jamaica TWP. PIN: 26-24-200-017.

2018 payable 2019 real estate tax: \$6,168.46

Property Information:

T3,T4 and T5 will be offered using buyer's choice and privilege.



T3: +/- 50.61 acres consisting of +/- 49.42 tillable acres. 143.8 Pl. +/-1.18 acres consisting of 42' x 80' pole barn and 3 grain bins. Part of the Southeast 1/4 of Section 11, T17N - R14W SIDELL TWP. PIN: 30-11-400-005. 2018 payable 2019 real estate tax: \$3,069.66

T4: +/- 44.17 acres consisting of +/- 44 tillable acres. 144 Pl. Part of the Southeast ¼ of Section 11, T17N - R14W SIDELL TWP. EXCEPT the coal and minerals underlying said land. PIN: 30-11-400-006. 2018 payable 2019 real estate tax: \$2,444.60

T5: +/- 40.44 acres consisting of +/- 39.5 tillable acres. 144 Pl.

Part of the SE ¼ of Section 11 and the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 12, T17N - R14W SIDELL TWP. PIN: 30-12-300-001 2018 payable 2019 real estate tax: \$2,109.86





Area Sv	Area Symbol: IL183, Soil Area Version: 14 T3, T4, T5 Soil Chart											
Code	Soil Description	Acres	Percent of field	II. State Productivity Index Legend	Subsoil rooting a		Soybeans Bu/A	Wheat Bu/A		Crop productivity index for optimum management		
152A	Drummer silty clay loam, 0 to 2 percent slopes	71.94	53.9%		FAV	195	63	73	100		144	
154A	Flanagan silt loam, 0 to 2 percent slopes	58.51	43.8%		FAV	194	63	77	102		144	
**171B	Catlin silt loam, 2 to 5 percent slopes	3.01	2.3%		FAV	**185	**58	**72	**98	**	*137	
				194.3	62.9	74.7	100.8	14	43.8			



T6 and T7 will be offered individually.



T6 and T7 combined are PIN 32-30-200-001 (160 Acres) 2018 payable 2019 real estate tax: \$4,088.52 The NE ¹/₄ of Section 30, T17N - R12W Carroll TWP. Except the underlying coal. The final sales price of T6 and T7 shall be the per acre bid price times the surveyed acre.

Area Sym	nbol: IL183, Soil Area Version: 14			T6, T7 Soil Ch	art					
Code	Soil Description	Acres	Percent of field	II. State Productivity Index Legend	Subsoil rooting a	Corn Bu/A	Soybeans Bu/A	Wheat Bu/A		Crop productivity index for optimum management
496A	Fincastle silt loam, Bloomington Ridged Plain, 0 to 2 percent slopes	43.16	36.4%		FAV	166	52	65	85	121
152A	Drummer silty clay loam, 0 to 2 percent slopes	19.69	16.6%		FAV	195	63	73	100	144
481A	Raub silt loam, non-densic substratum, 0 to 2 percent slopes	15.73	13.3%		FAV	183	58	73	102	134
154A	Flanagan silt loam, 0 to 2 percent slopes	13.89	11.7%		FAV	194	63	77	102	144
**134B	Camden silt loam, 2 to 5 percent slopes	12.48	10.5%		FAV	**164	**50	**63	**86	**118
236A	Sabina silt loam, 0 to 2 percent slopes	8.82	7.4%		FAV	168	52	65	87	122
132A	Starks silt loam, 0 to 2 percent slopes	2.91	2.5%		FAV	163	51	63	84	119
**291B	Xenia silt loam, Bloomington Ridged Plain, 2 to 5 percent slopes	1.61	1.4%		FAV	**160	**50	**63	**82	**117
**618D2	Senachwine silt loam, 10 to 18 percent slopes, eroded	0.27	0.2%		FAV	**130	**42	**52	**62	**95
	•			Weighted	Average	176.1	55.6	68.5	91.9	128.8

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Property Information:

easement is shown as a red dotted line along the south line of T7.

T7: +/- 120 acres consisting of +/- 118.5 tillable acres, 128.8 Pl. T7 is subject to an easement for ingress and egress in favor of T6 along the south 10' of even

width of T7. Said easement shall be limited to foot traffic only.