

WHITE CO, IL

An aerial photograph of a rural landscape, showing a dirt road winding through green fields and some trees. The image is used as a background for the text.

ONLINE at halderman.com

AUCTION

HALDERMAN
REAL ESTATE & FARM MANAGEMENT
800.424.2324 | halderman.com

ONLINE AUCTION

at halderman.com

JULY 24TH | 4:00 PM - 6:00 PM CT

111.4+/- ACRES • WHITE CO, IL
TILLABLE • WOODS • 2 TRACTS

REGISTER FOR THE AUCTION

To place a bid, visit halderman.com.
Please register prior to the auction.



TRACT 1



TRACT 2

FOR A COMPLETE LIST OF TERMS AND CONDITIONS, VISIT HALDERMAN.COM.

PLEASE READ AND REVIEW THE TERMS AND PROVISIONS SET FORTH BELOW PRIOR TO BIDDING ON THE SUBJECT PROPERTY. IF YOU HAVE NOT READ AND UNDERSTAND THESE TERMS AND PROVISIONS, DO NOT BID. BY BIDDING ON THE SUBJECT PROPERTY, BUYER AGREES TO ALL TERMS, PROVISIONS AND CONDITIONS SET FORTH HEREIN AND ENTERS INTO A CONTRACTUAL AGREEMENT TO PURCHASE THE SUBJECT PROPERTY PURSUANT TO THE FOLLOWING TERMS, PROVISIONS AND CONDITIONS:

ONLINE BIDDING: AUCTION DATE / TIME: Bidding begins: July 24, 2025 @ 4:00 PM CDT; Bidding closes: July 24, 2025 @ 6:00 PM CDT (**See AUCTION END TIMES). This property will be offered in two (2) tracts as individual units or as a whole farm. Each bid shall constitute an offer to purchase and the final bid, if accepted by Seller, shall constitute a binding contract between the Buyer(s) and the Seller. The auction shall be conducted by Halderman Real Estate Services, Inc. ("Halderman"). Halderman's auctioneer will settle any disputes as to bids and his decision will be final.

UPON CONCLUSION OF THE AUCTION: Seller reserves the right to accept or reject all bids. All successful bidders must enter into a Real Estate Purchase Agreement ("REPA") the day of the auction, immediately following the conclusion of the bidding. The successful bidders will receive the REPA and are required to fully and correctly complete and properly sign without any modifications. The successful bidders are to return the completed, signed REPA to Halderman by email, fax or delivered in person by 4:00 PM of the day following the auction. Along with the completed, signed REPA, the successful bidders will be required to send the specified non-refundable earnest money deposit. This non-refundable earnest money deposit will be held in escrow until closing and that amount will then be credited to the Buyer(s) as part of the purchase price. Wire transfer instructions will be provided to the Buyer(s) along with the REPA after the auction. The Buyer(s) are responsible for all wire transfer fees.

Successful bidders not executing and returning the completed REPA and earnest money deposit by 4:00 PM the day after the auction will be considered in default. Such default by the successful bidder will result in that bidder's liability to both Seller and Halderman. Seller shall have the right to (a) declare this contractual agreement cancelled and recover full damage for the bidder's breach, (b) elect to affirm this contractual agreement and enforce its specific performance or (c) resell the property either publicly or privately with Halderman and, in such an event, the successor bidder shall be liable for payment of any deficiency realized from the second 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 Seller and Halderman. In addition, Halderman also reserves the right to recover any damages separately from the breach.

Both the successful bidder and Seller shall indemnify Halderman for and hold harmless Halderman from any costs, losses, liabilities, or expenses, including reasonable attorney fees resulting from Halderman 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.

TERMS OF SALE:

- **EARNEST MONEY:** 10% earnest deposit down with the executed REPA, balance due at closing.
- **CONTINGENCIES:** The REPA is not contingent on or subject to Buyer's financing, appraisal, survey or inspections of any kind or any other contingencies.
- **ACREAGE:** The acreages listed in any sales brochure are estimates taken from the county assessor's records, FSA records and/or aerial photos.
- **DATE OF CLOSING:** Closing will occur on or before September 4, 2025. Seller may extend this date, in its discretion.
- **POSSESSION:** Possession of the property will be delivered at closing, subject to existing crop lease for 2025 with current farm tenant, Kevin Hammell
- **FARM LEASE:** An existing crop lease for 2025 is in place with Kevin Hammell. Seller will retain all income for the 2025 crop year.
- **TOWER EASEMENT:** An easement is in place with SBA Towers for the communications tower sited on the property. Terms of this agreement are available upon request.
- **PERSONAL PROPERTY:** No personal property is included in the sale.
- **REAL ESTATE TAXES:** Seller will pay real estate taxes for 2024 due 2025. Buyer(s) will be given a credit at closing for the 2025 real estate taxes due 2026 and will pay all taxes beginning with the spring 2026 installment and all taxes thereafter.
- **DITCH ASSESSMENT:** Seller (s) will pay any 2025 ditch assessment.
- **SURVEY:** Seller reserves the right to determine the need for and type of survey provided. If an existing legal description is adequate for title insurance for the property, a survey will not be completed. If the existing legal description is not sufficient to obtain title insurance, a survey will be completed, the cost of which will be shared 50/50 by Seller and Buyer(s). Seller will choose the type of survey to be completed and warrant that it will be sufficient to provide an owner's title insurance policy. If a survey is completed, the purchase price for the surveyed tract will be adjusted, up or down, to the exact surveyed acres. The price per acre will be the auction price bid for the tract, divided by the tract acreage estimated in the auction brochure.
- **DEED:** Seller will deliver a Warranty Deed at closing.
- **EVIDENCE OF TITLE:** Seller will provide an Owner's Title Insurance Policy to Buyer(s). Each Buyer is responsible for a Lender's Policy, if needed. If the title is not marketable, then the REPA will be deemed null and void prior to the closing, and Halderman will return Buyer's earnest

money.

- **ZONING AND EASEMENTS:** The property is being sold subject to all easements of record. The property is subject to all state and local zoning ordinances.
- **AERIAL PHOTOS:** Images and Drawings are for illustration purposes only and not surveyed boundary lines.
- **MINERAL RIGHTS:** All mineral rights owned by Seller will be conveyed to Buyer(s).
- **PROPERTY INSPECTION:** Each potential bidder is responsible for conducting, at their own risk, their own independent inspections, investigation, inquiries, and due diligence concerning the property. Further, Seller disclaims all responsibility for bidder's safety during any physical inspections of the property. No party shall be deemed to be invited to the property by Seller or Halderman.
- **AGENCY:** Halderman is the Agent and representative of Seller.
- **BID RIGGING:** Bid Rigging is a Federal Felony. Halderman will report illegal activity by any person to the FBI for investigation and prosecution. Title 15, Section 1 of the U.S. Code makes any agreement amongst potential bidders not to bid against one another, or to otherwise dampen bidding illegal. The law provides for fines of up to \$100,000,000 for a corporate offender and \$1,000,000 for an individual, plus imprisonment for up to 10 years.
- **DISCLAIMER:** All information contained herein and all related materials are subject to the terms and provisions set forth in the REPA. This information is subject to verification by all parties relying upon it. No liability for its accuracy, errors or omissions is assumed by Seller or Halderman. All sketches and dimensions in brochures are approximate. **ANNOUNCEMENTS MADE BY HALDERMAN AND/OR THEIR AUCTIONEER AT THE AUCTION DURING THE TIME OF THE SALE TAKE PRECEDENCE OVER ANY PREVIOUSLY PRINTED MATERIALS OR ANY OTHER ORAL STATEMENTS MADE.** 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 Seller or Halderman. No environmental audit has been made, nor will one be made. Except for any express warranties set forth in the sale documents, Buyer(s) accepts the property "AS IS," and Buyer(s) assumes all risks thereof and acknowledges that in consideration of the other provisions contained in the sale documents, Seller and Halderman make no warranty or representation, express or implied or arising by operation of law, including any warranty for merchantability or fitness for a particular purpose of the property, or any part thereof, and in no event shall Seller or Halderman be liable for any consequential damages.
- **NEW DATA, CORRECTIONS, and CHANGES:** Please check for updated information prior to scheduled auction time to inspect any changes, corrections, or additions to the property information.

AUCTION CONDUCTED BY: RUSSELL D. HARMMEYER,
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