

# PUBLIC ESTATE AUCTION

## RESIDENTIAL REAL ESTATE & PERSONAL PROPERTY

- ◆ VERY NICE 1-STORY HOME W/WALK-OUT BASEMENT ◆ 2-CAR GARAGE ◆ 2.07 ACRES ◆
- ◆ 18 X 33 SWIMMING POOL ◆ 24 x 16 STORAGE BUILDING ◆ NORDIC TRACK RECUMBENT BIKE ◆
- ◆ MARSHALL VALVE STATE 2000 AMP SPEAKER ◆ LIKE NEW LRG & SMALL APPLIANCES ◆
- ◆ LIKE NEW TROY-BILT REAR TINE TILLER ◆ FURNITURE ◆ SEVERAL SHELVING UNITS ◆
- ◆ LIKE NEW HUSQVARNA VIKING SEWING MACHINE, QUILTING SET & SEWING CABINET ◆
- ◆ LIKE NEW HUSQVARNA LAWMOWER & SNOWBLOWER ◆ HOUSEHOLD ITEMS ◆
- ◆ MECHANIC/GARDEN/YARD TOOLS ◆ LIKE NEW SET LEFT-HAND GOLF CLUBS ◆ MUCH MORE!!!

**Auctioneers Note:** We are honored to sell the above mentioned real estate and personal property at Public Auction for Cathy Herrmann & Phyllis Herrmann. This beautiful country estate is perfect for a growing family with a very nice 1-story home with amenities such as a large above ground pool, long front and back yard space, 2-car attached garage and storage building. The house is in immaculate condition with beautiful flooring, updated appliances, large bedrooms and living area as well as a large kitchen for entertaining, spacious framed-out walk-out basement, large walk-in closets and abundant cabinet space. It is MOVE-IN-READY for YOUR FAMILY!! We will be selling the real estate at 10:00AM, prior to selling any of the personal property. This auction will only take approximately 2 hours to sell everything.



### **Property Information Packet (PIP) For Seller:**

Cathy S. Herrmann & Phyllis I. Herrmann

### **Property Location:**

3022 Berry Street, Paris, IL. 61944

### **Real Estate Open House:**

Sunday July 10, 2016 @ 1PM – 3PM (CST) or  
By Contacting David H. Shotts, Jr. Auctioneer/Agent,  
Private Showing of the Real Estate (ONLY)

### **Personal Property Preview:**

Friday August 5, 2016 @ 3PM – 6PM (CST)

### **Auction Date:**

Saturday August 6, 2016 @ 10:00AM (CST)  
Real Estate – Sells at 10:00AM (CST)

We will be selling the real estate first, prior to selling the personal property.  
This auction will be approximately 2 hours long.

### **Auction Location:**

3022 Berry Street, Paris, IL. 61944

[www.ucmarshall.com](http://www.ucmarshall.com)

**United Country** Auctions, Appraisals & Realty, LLC

107B West Trefz Drive, Marshall, IL 62441  
Office: 217.826.3333 • Cell: 812.243.1303  
David Shotts, Jr., Auctioneer / Agent / Appraiser  
IN Lic. #AU19300157 • IL Lic. #440.000310  
dshotts@ucmarshall.com • www.ucmarshall.com

NAA Auctioneer IAA Appraiser

"Specializing in Marketing YOUR Property, No One Knows the Country Like We Do"

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# Auctions, Appraisals & Realty, LLC



107B West Trefz Drive, Marshall, IL 62441

**Office: 217.826.3333 • Cell: 812.243.1303**

**David Shotts, Jr., Auctioneer / Agent / Appraiser**

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**dshotts@ucmarshall.com • www.ucmarshall.com**



**"Specializing in Marketing YOUR Property, No One Knows the Country Like We Do"**

Dear Prospective Bidder,

Thank you for your interest in the Saturday August 6, 2016 at 10:00am (CST) Auction of Real Estate consisting of a 2.07 Acres which includes a house & 2-car attached garage at 3022 Berry Street, Paris, IL. 61944. This real estate can be viewed at the Open House on Sunday July 10, 2016 @ 1PM-3PM (CST) or by contacting David H. Shotts, Jr., Auctioneer/Agent, 812-243-1303, (Real Estate – ONLY). We will be selling the real estate first at 10:00am (CST), prior to selling the personal property.

The information contained in this property information package is intended to assist you in performing your own analysis and investigation of the land. All information was derived from sources believed to be correct but not guaranteed. All photos, maps, drawings, etc., are for illustration purposes **ONLY**; these should not to be interpreted as to the replacement of the title insurance commitment pertaining to actual boundaries, easements, right-of-ways, etc.

This information and the supporting documents are being furnished to you, the recipient for the recipient's convenience and it is the responsibility of the recipient to determine if the information contained herein is accurate and complete. Any reliance on the contents shall be solely at the recipient's risk. These documents are being provided without any warranty or representation, expressed or implied, as to its content, its suitability for any purpose of its accuracy, truthfulness or completeness.

Each prospective bidder must conduct, plus rely solely upon his or her own investigation and inspection of the property. Please review all information supplied and seek the appropriate assistance prior to attending the Auction on Saturday August 6, 2016 at 10:00AM Sharp, (CST). We will be selling the real estate first at 10:00am (CST), prior to selling the personal property.

Information provided herein was as complete as possible at the time of printing. If you require additional information, please call David H. Shotts, Jr. at (C) 812-243-1303 or [www.ucmarshall.com](http://www.ucmarshall.com)

Please carefully review the Terms and Conditions of the auction and be prepared to sign the Offer to Purchase and to be bound by said offer in order to receive a bidder's number.

Respectfully,

United Country – Auctions, Appraisals & Realty, LLC  
David H. Shotts, Jr., Auctioneer/Agent

**United Country – Auctions, Appraisals & Realty, LLC and its  
Representatives are Exclusive Agents for the Seller(s).**

# **TERMS & CONDITIONS OF BIDDING AND PURCHASE**

**Terms of Real Estate:** The successful Bidder(s) will deposit 10% of the contract purchase price, at the auction in the form of cash, cashier's check or pre-approved personal check/company check with irrevocable bank letter of guarantee (no bank drafts) or credit card (Visa, MasterCard, American Express or Discover). There will be a 3% clerical fee added to the contract price for the use of credit cards. The buyer(s) will sign a non-contingent real estate contract, immediately following the acceptance of the highest bid at the auction. The balance is due in approximately 45 days or within 5 days of presentation of insurable title. The acceptance of the highest bid is non-contingent upon the buyer(s) approval of financing; buyer(s) must arrange financing prior to the auction. The sale is not contingent on the buyer(s) ability to obtain financing. The property is being offered at Public Auction with the seller(s) having the right to reject and/or refuse any or all bids. We will be selling the real estate first, prior to selling the personal property. The Real Estate will be sold "AS-IS, WHERE IS" with no warranties, expressed or implied and with no repairs, or improvements, but will be free and clear of any liens or encumbrances. The buyer(s) should perform their "Due Diligence" prior to bidding. A policy of title insurance for the contract price will be supplied to the buyer(s) from the seller(s) and the seller(s) shall pay for title search, premium for owner's policy and cost to correct any title defects. Buyer(s) shall pay for the judgment search, Attorney's examination of title and premium for mortgagee's policy. Auction will conclude when the Auctioneer determines that all bidders have made their best and final offers. The property is being sold subject to any easements or right-of-ways of public record. Anyone desiring to bid must be approved prior to the sale by David H. Shotts, Jr., Auctioneer. Any statements made by the Auctioneer on the day of sale or during the sale take precedence over any prior written, oral or electronic statements.

**Registration:** Registration begins at 8:00am; all prospective buyers wishing to bid on these properties must register and receive a bidder number on auction day. Please come early to avoid any delays. All Bidder's will be required to show a "Valid Drivers License" and execute a "Bidder's Registration Contract & Purchase/Sale Agreement Acknowledgement" to receive a bidder's number. United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer/Agent and the Seller(s) reserve the right to preclude any person or persons from receiving a bidder's number or actively bidding in any form if there is any question as to the person or person's credentials, behavior, suitability, etc. to participate in the bidding process.

**Bidders Number:** All Bidders are required to use the bidder number issued to them for all purposes associated with the auction.

**Bid Documents:** Upon the acceptance of the best and final bid as determined by the Auctioneer and confirmation by the courts and/or owner(s), the successful Bidder(s), shall sign a bid acknowledgement form and purchase & sale agreement as provided in their bid packet (unaltered by successful Bidder(s)). Failure to execute these documents shall be deemed a default under these terms and conditions and shall result in forfeiture of deposit monies as liquidated damages, representing the negotiated and fair measure of damages, not to be construed as a penalty.

**Bidder:** After a Bidder has made a proper deposit and executed the purchase and sale agreement and bid acknowledgement, his/her earnest monies shall be kept in an escrow account as required by Illinois Statutes, Governing Auctioneers. The High Bidder shall be obligated to close within 45 days or within 5 days of an insurable title. At which time the real estate is closed and transfer of the balance of monies, title/deed, signatures, etc. have been made between the Seller(s) and Buyer(s), the deposited monies will be distributed by the closing agent.

**Contingencies:** There are NO contingencies to this auction.

**Real Estate Buyer's Premium:** The Buyer(s) will pay a 6% Buyer's Premium which will be added to the bid price to arrive at the contract price (high bid + 6% BP = Contract Price). The Buyer(s) is only required to pay 10% down, of the contract price, day of sale. **NOTE: WE DO NOT USE THE BUYERS PREMIUM ON PERSONAL PROPERTY, REAL ESTATE ONLY.**

**Tenant Rights:** At the present time there are no tenant rights in effect on the subject property.

**Survey:** The Seller(s) will have the final decision as to the need of any surveying and whom the surveyor will be. There is no survey required at this time. If a buyer desires a survey it will be at the expense to the buyer. We have a survey dated December 3, 1997 by Douglas E. Cary, Illinois Professional Land Surveyor No. 2918 which was Surveyed and Platted for Shelly Roark.

**Wood Destroying Insect Inspection:** A wood destroying insect inspection report was not readily available in time to be included in this packet of information, although it has been scheduled and will be available on our website in a timely fashion after we receive the report.

**School District:** The property is located in the Paris School District #95.

**Real Estate Closing and Title Insurance:** The Title Insurance Commitment is available for viewing by contacting Edgar County Title Company, 206 W. Washington St., Paris, IL. 61944, (217) 826-5212. The real estate closing will take place at the same location. Any questions regarding the closing or title commitment, please contact Edgar County Title Company, Julie Garver. The place of closing and transfer of title can take place at an alternate location as long as all parties are in agreement.

**Underlying Mineral Rights:** If there are any mineral rights and the Seller(s) owns the mineral rights, then all mineral rights available will be transferred to the Buyer(s).

**Real Estate Taxes:** The real estate taxes for 2015 due 2016 will be paid by the seller. The real estate taxes for 2016 due 2017 will be pro-rated to the date of closing and these taxes will be credited to the Buyer(s) at closing, based on the most current real estate tax bill which is \$4,942.14. Buyer(s) assume responsibility of real estate taxes payable thereafter.

**Possession:** Seller(s) will grant possession of the property at closing.



**Property Showing:** There is an Open House scheduled for Sunday July 10, 2016 @ 1pm-3pm (CST). Also, a private showing will be available to bidders if so desired by calling and making arrangements with David H. Shotts, Jr. at (C) 812-243-1303.

**Sale Location:** 3022 Berry Street, Paris, IL. 61944, the property is located just south of the Lower Terre Haute Road approximately a ½ mile. ***WATCH FOR SIGNS!!!***

**Disclosure:** United Country – Auctions, Appraisals & Realty, LLC and their Agents and Seller(s) are making notice to Buyer(s) of the real estate. The Buyer(s) are purchasing and the Seller(s) are selling the real estate “WHERE-IS, AS-IS” with any and all faults.

**Disclaimer:** Auctioneer(s) and Seller(s) have gathered information and promotional materials from sources deemed reliable but not guaranteed. Purchaser(s) acknowledges inspection of the property or has had the opportunity to do so and have chosen not to inspect the property. Purchaser(s) is relying solely on Purchaser(s) own inspection and judgment. Further, all parties acknowledge and agree that the Property is being sold “AS-IS, WHERE-IS” with no warranty, expressed or implied and with no contingencies, repairs, or improvements, but will be free and clear of any liens or encumbrances. Auctioneers are acting as agents for the Seller(s) in this transaction and they are not responsible for accidents, liability, errors or omissions in the information regarding the auction. Announcements made the day of the auction take precedence over any form of printed, oral or electronic material prior to the auction. The Auctioneer and the Seller(s) reserve the right to preclude any person or persons from actively bidding in any form if there is any question as to the person or person’s credentials, behavior, suitability, etc. to participate in the bidding process.

**Representations and Warranties:** United Country – Auctions, Appraisals & Realty, LLC and/or its Auctioneer/Agent makes NO representations or warranties, expressed or implied and with no contingencies, repairs, or improvements, but will be free and clear of any liens or encumbrances with respect to the subject premises, as same address zoning, site plan approval or other federal, state or local laws. Any maps, plats, surveys, site plans, subdivision maps or the like have been supplied by the seller(s) and United Country – Auctions, Appraisals & Realty, LLC and Auctioneer/Agent make NO Representation, Warranties or guarantees with respect to locations, dimensions, tract sizes, suitability for use, or subsurface conditions.

**Representation:** By execution of this agreement the Bidder(s) acknowledges that United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer/Agent are Exclusive Agents of the Seller(s) ONLY.

**Determination:** In the case of disputed bids, United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer/Agent shall exercise his or her best discretion in determining the resolution of claims, and such decision is final. Such decision shall not be the subject of any post-auction claims. United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer/Agent reserves the right to bid on behalf of Buyers and/or Sellers (with disclosure to Bidders that Sellers are actively bidding). No transfer shall be recognized from one buyer to another. In the event a dispute should arise after the auction, United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer/Agent records shall be conclusive.

**Bidders Personal Information:** The information provided by each bidder to United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer/Agent is for the sole purpose of conducting the auction, and the transaction of selling/closing the real estate, personal property, goods, etc. The Bidders personal information will be kept confidential from the public.

**Indemnity Provisions:** By execution of this agreement, the Bidder agrees to bear responsibility for any charges, claims or expenses incurred by reason of any violation, breach or default in respect to these terms and conditions, including, reasonable attorney’s fees, court costs, the cost of re-sale, remarketing costs. The foregoing remedies are not exclusive.

**General Provisions:** The provisions hereinmade cannot be altered except in writing, and any provision of this agreement shall be interpreted in accord with State Law in the state in which the real estate is located. This agreement shall not be interpreted or construed in a manner which creates a negative inference based upon the fact that United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer/Agent prepared the agreement. Facsimile or scanned signatures shall be considered binding. In such an event any provision herein is deemed illegal, void or unenforceable by a court of law, it shall not impact the body or balance of the agreement.

**Interpretation:** Interpretation of this agreement shall be consistent with the purchase and sale agreement, it being the stated intent that this document and the purchase and sale agreement are to be read as integrated documents conferring the same rights and obligations.

**Forfeiture Upon Default:** In such an event the High Bidder fails to abide by the terms and conditions set forth herein or fails to abide by the obligations arising from the purchase and sale contract executed in conjunction with this sale, the High Bidder acknowledges he or she shall forfeit all monies deposited. By execution of this agreement, the High Bidder acknowledges this is a negotiated result, and the forfeiture of said sums of money does not constitute a penalty.

Bid Number Assigned: ( \_\_\_\_\_ ).

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SELLER(s)  
Print Name: \_\_\_\_\_

HIGH BIDDER(s)  
Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Driver's Lic./State: \_\_\_\_\_

Driver's Lic./State: \_\_\_\_\_

Company: \_\_\_\_\_

Company: \_\_\_\_\_

Street: \_\_\_\_\_

Street: \_\_\_\_\_

City/Town: \_\_\_\_\_

City/Town: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Day Phone: (    ) - \_\_\_\_\_

Day Phone: (    ) - \_\_\_\_\_

Cell Phone: (    ) - \_\_\_\_\_

Cell Phone: (    ) - \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

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Representatives are Exclusive Agents for the Seller(s).**



**Auctions, Appraisals  
& Realty, LLC**



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**dshotts@ucmarshall.com • www.ucmarshall.com**



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## **SHOWING INSTRUCTIONS**

**Open House:** There is an Open House scheduled for Sunday July 10, 2016 @ 1pm-3pm (CST). Also, a private showing will be available to bidders if so desired by calling and making arrangements with David H. Shotts, Jr. at (Cell) 812-243-1303.

**NOTE:** The viewing is for the Real Estate ONLY!!!!!!!!!!!!

**Please Respect Adjacent Landowners Privacy!!!!!!!!!!!!**

**THANK YOU FOR YOUR CONSIDERATION!!!!**

**IRREVOCABLE BANK LETTER OF GUARANTEE**

**(YOU'RE BANKS LETTER HEAD)**

Attention: United Country – Auctions, Appraisals & Realty, LLC

As a customer of our bank, we will honor and guarantee payment of any checks drawn on our client's account # **(Your Account #)** held in the following name(s) **(Names On The Account)** not to exceed the aggregate amount of \$ **(Contract Purchase Price = Total Amount Including Buyers Premium, if Applicable)** for the total contract purchase price of any property and/or real estate being offered at auction by United Country – Auctions, Appraisals & Realty, LLC on **(Date of Auction)** for the following Seller(s) **(Name of Seller(s))**. This irrevocable letter of guarantee is good until 90 days from the date of the auction.

**NO STOP PAYMENTS WILL BE ISSUED.**

Sincerely,

**Signature (Loan Officer or Equivalent)**

**Printed Name & Title**

**Contact Information**

**I AUTHORIZE THE RELEASE OF THE ABOVE INFORMATION.**

**(Your Client(s)/Account Holder Signature)**

**Date**

**Notary Public – Signature and Seal - REQUIRED**

**Note:** This is the minimum required information. If this information is not on the letter, United Country – Auctions, Appraisals & Realty, LLC and their Client(s) have the right to reject and/or refuse your participation in the auction. You will need to place it in a sealed envelope with the same name that you registered with to obtain the bid number and hand it to the person that will register you for a bidder's number at the day of the auction. We will keep this letter in confidence for our records. After the auction if you were not the successful bidder/buyer of the property, you may request the envelope back. If your bank has any questions, please feel free to have them contact me David H. Shotts, Jr. at 812-243-1303.



**ABSENTEE BID FORM**

**United Country – Auctions,  
Appraisals & Realty, LLC**

**Absentee Bidder Form**

Bidders that are unable to attend the live auction in person may bid on items in a particular by using this absentee bidding form. **Bidders must complete and sign this form and return it along with a bank letter of guarantee at least two business days (48 hours) prior to the date of the auction start time.** Please type or print legibly all information required and mail this form to: United Country – Auctions, Appraisals & Realty, LLC, 107B W. Trefz Drive, Marshall, ILL., 62441 or scan and email to dshotts@ucmarshall.com

Bidder's Name			Auction
Address			Date of Auction
City	State	Zip	Bidder's Bank
Home phone ( )			Account #
Work phone ( )			Bank City & State
Fax ( )		Mobile ph. ( )	Contact Name Bank Phone ( )

A starting bid and maximum bid must be submitted on each item or combinations of tracts, parcels, lots, Items, etc.

The absentee bidder form must be signed and dated by the absentee bidder. Facsimile or scanned and emailed signatures shall be considered binding. The absentee bidder must provide an irrevocable bank letter of guarantee from the bidder's financial institution in the amount equal to the maximum bids authorized over \$5,000.

The Absentee bidder form must be completed and received by United Country – Auctions, Appraisals & Realty, LLC at least two business days prior to the auction start time.

The irrevocable bank letter of guarantee must be acceptable to United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer(s)/Agent(s) at their sole discretion.

United Country – Auctions, Appraisals & Realty, LLC will confirm acceptance or non-acceptance of the absentee bidder form to the bidder prior to the date of the auction.

All absentee bidders are subject to the same terms and requirements as present bidders participating in the live auction, including but limited to the term announcements on sale day take precedence over printed materials. Only the successful absentee bidder will be notified by the next business day.

The successful absentee bidder agrees to pay for all items purchased in the full amount as required no later than three business days after the date of the auction.

All absentee bidders shall rely entirely upon their own inspection and information of items being offered for sale at the said auction. All information given to United Country – Auctions, Appraisals & Realty, LLC by the absentee bidder will remain confidential.

The auctioneers agree to follow the absentee bidders instructions and authorizations in an ethical and professional manner and to bid in any increments accordingly as seen fit by United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer(s)/Agent(s).

Bids made by United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer(s)/ Agent(s) on behalf of the absentee bidder will have the same legal effect as if made by the bidder personally at the live auction. Neither United Country – Auctions, Appraisals & Realty, LLC or their Auctioneer(s)/Agent(s) nor the owner(s) of the items being offered at auction guarantee condition of merchandise in this sale.

All items being offered at auction in this sale are sold "as is, where is" with no warranties or guarantees expressed or implied.

A Buyer's Premium may be added to your maximum bid, if applicable to the sale dated above at the advertised percentage rate.

Item Description	Starting Bid	Maximum Bid
1) _____	\$ _____	\$ _____
2) _____	\$ _____	\$ _____
3) _____	\$ _____	\$ _____
4) _____	\$ _____	\$ _____
5) _____	\$ _____	\$ _____
6) _____	\$ _____	\$ _____

By signing below, the absentee bidder agrees to all terms stated on this form and agrees to be irrevocably bound by the above successful bids. By emailing this form the signature(s) may be deemed as original.

**Absentee Bidder's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**United Country – Auctions, Appraisals & Realty, LLC**  
**107B West Trefz Drive, Marshall, IL. 62441**  
**Website: [www.ucmarshall.com](http://www.ucmarshall.com)**  
**Phone: (O) 217-826-3333 or (C) 812-243-1303 or Email: [dshotts@ucmarshall.com](mailto:dshotts@ucmarshall.com)**

# ASSESSOR PROPERTY CARD

04-24-04-200-010      HERRMANN CATHY S & PHYLLIS I      3022 BERRY ST      40  
 ADMINISTRATIVE INFORMATION      OWNERSHIP      Printed 06/13/2016 Card No. 1 of 1

PARCEL NUMBER      HERRMANN CATHY S & PHYLLIS I      TRANSFER OF OWNERSHIP      Bk/Fg: 03, 813  
 04-24-04-200-010      % HERRMANN CATHY S      Date      \$201000  
 Parent Parcel Number      3706 E 17TH ST      02/28/2003      HERRMANN CATHY S & PHYLLIS I

SA TIZN RIIWE  
 NE NE#SE NE

## RESIDENTIAL

### VALUATION RECORD

Assessment Year	2008	01/01/2010	12/31/2010	01/01/2011	01/01/2011	01/01/2014	Worksheet
Reason for Change							
VALUATION		QUAD	99	CERTVALUE	TD	QUAD	
0	L 5175	5180	5190	5180	5050	5180	5180
	E 212073	211930	211920	211930	206740	207740	218290
	T 217248	217110	217110	217110	211790	212920	223470
VALUATION	L 0	1730	0	1730	1680	1730	1730
0	E 0	70640	0	70640	68910	69250	72760
	T 0	72370	0	72370	70590	70980	74490

### LAND DATA AND CALCULATIONS

Rating	Measured	Table	Prod. Factor	Base	Adjusted	Extended	Influence
Soil ID	Acres	Depth	-or- Square Feet	Rate	Rate	Value	Factor
	2.0700		1.00	2500.00	2500.00	5180	
Zoning:	1 Residential						
Legal Acres:	2.0700						

NT11: NOTES 2011  
 5/11--CHANGED ADDRESS TEMPORARILY--WORKING OUT  
 OF TOWN

Supplemental Cards      MEASURED ACRES      2.0700      Supplemental Cards      5180  
 TRUE TAX VALUE      5180

Supplemental Cards  
**TOTAL LAND VALUE**      5180

01

**PHYSICAL CHARACTERISTICS**

Style: 51 1 sty - After 1989  
 Occupancy: Single family - Owner  
 Story Height: 1.0  
 Finished Area: 2768  
 Attic: None  
 Basement: 1/2  
**ROOFING**  
 Material: None  
 Type: Gable  
 Framing: Std for class  
 Pitch: Not available  
**FLOORING**  
 Slab B  
 Sub and joists 1.0  
 Base Allowance 1.0  
**EXTERIOR COVER**  
 Wood siding 1.0  
**INTERIOR FINISH**  
**ACCOMMODATIONS**  
 Fireplaces: 1

**HEATING AND AIR CONDITIONING**

Primary Heat: Forced hot air  
 Lower Full Part  
 /Bsmt 1 Upper Upper  
 Air Cond 0 2768 0 0

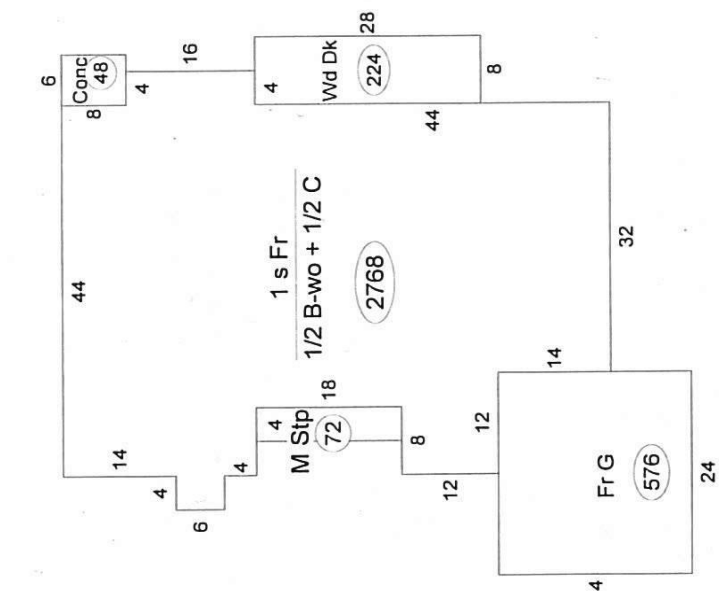
**PLUMBING**

# 6  
 3 Fixt., Baths 2  
 2 Fixt., Baths 1  
 Kit Sink 1  
 Water Heat 1  
 TOTAL 10

**REMODELING AND MODERNIZATION**

Amount Date

**IMPROVEMENT DATA**



04-24-04-200-010 Property Class: 40  
 3022 BERRY ST  
 Construction Base Area Floor Area Sq Ft Value  
 1 Wood frame 2768 1.0 2768 190370  
 Finished  
 4 Concrete block 1384 Bsmt 0 25450  
 1384 Crawl ---- 0

TOTAL BASE 215820  
 Row Type Adjustment 1.00%  
 SUB-TOTAL 215820

0 Interior Finish  
 0 Ext Lvg Units  
 0 Basement Finish  
 0 Fireplace(s) 2650  
 Heating 0  
 Air Condition 6010  
 Frame/Siding/Roof 3630  
 Plumbing Fixt: 10 7520

Exterior Features  
 Description Value  
 CONCP 180  
 MSTP 840  
 WDDK 2250  
 Ext Features 3270

SUB-TOTAL ONE UNIT 235630  
 SUB-TOTAL 0 UNITS 235630

Garages  
 0 Integral  
 0 Att Garage  
 0 Att Carports  
 0 Bsmt Garage

Sub-TOTAL 238900  
 Quality Class/Grade C  
 GRADE ADJUSTED VALUE 238900

(LCM: 100.00)

**SPECIAL FEATURES**

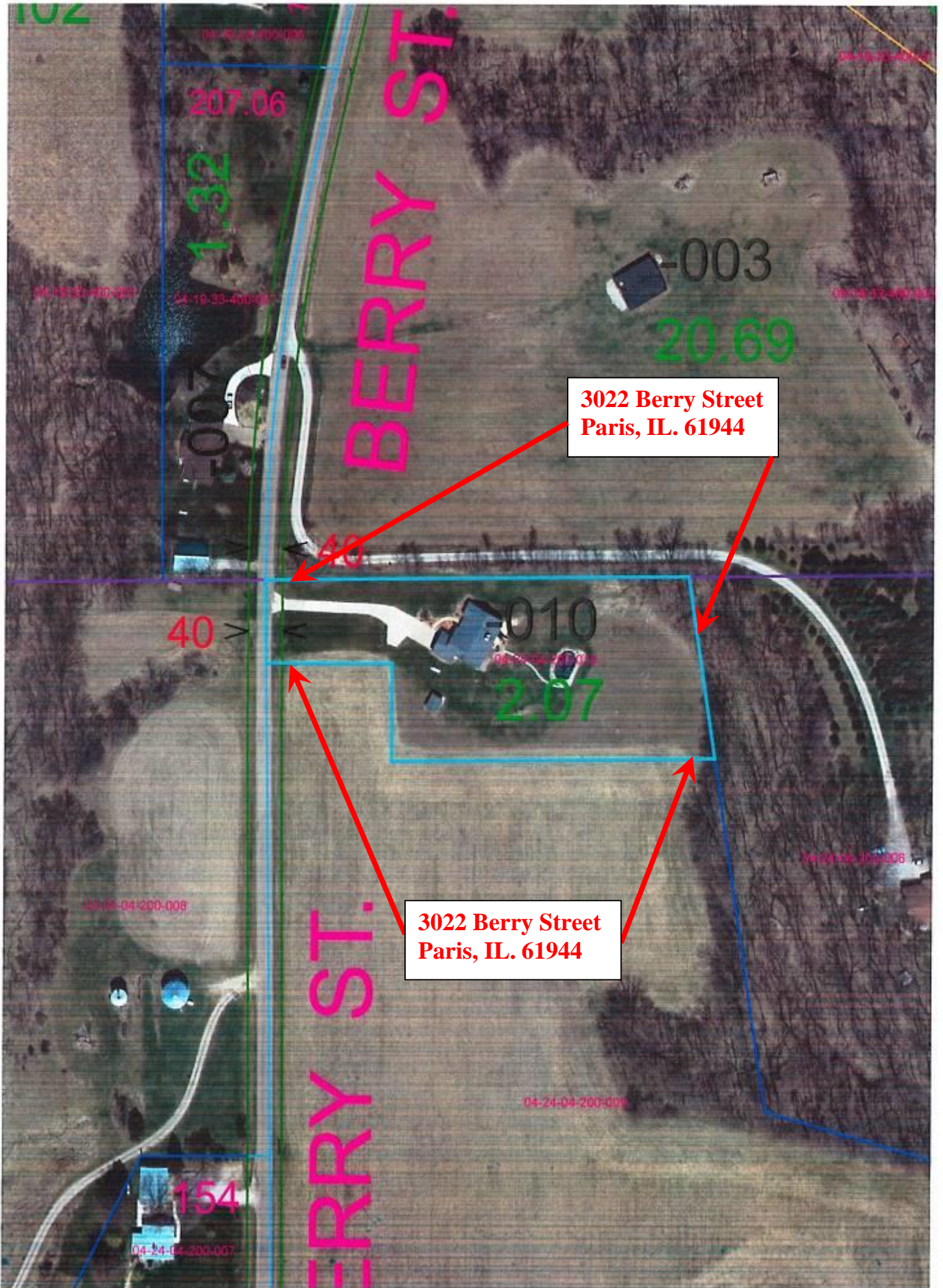
Description	Value	ID	Use	Stry Hgt	Const Type	Grade	Year Const	Year Eff	Base Rate	Feat-ures	Adj Rate	Size of Area	Computed Value	PhysObsol	Market %	Depr	Adj Comp	Value
D :FF	2650	D	DWELL	1.00	C	C	1998	1998	F	0.00	Y	0.00	4152	238900	16	0	100	200680
		G01	ATTGAR	0.00	I	C	1998	1998	F	22.73	N	22.73	24x 24	13090	25	0	100	9820
		01	DETGAR	0.00	I	D	2004	2004	F	23.85	N	23.85	24x 16	9160	15	0	100	7790

**SUMMARY OF IMPROVEMENTS**

Neighborhood	Supplemental Cards	TOTAL IMPROVEMENT VALUE
Neigh 401 AV		218290



# ASSESSOR - AERIAL MAP



**NOTE:** All photos, maps, drawings, etc., are for illustration purposes *ONLY*; these should not to be interpreted as to the replacement of the title insurance commitment pertaining to actual boundaries, easements, right-of-ways, etc.



# PLAT MAP



**Herrmann Auction  
3022 Berry Street  
Paris, IL 61944**



**Herrmann Auction  
3022 Berry Street  
Paris, IL 61944**

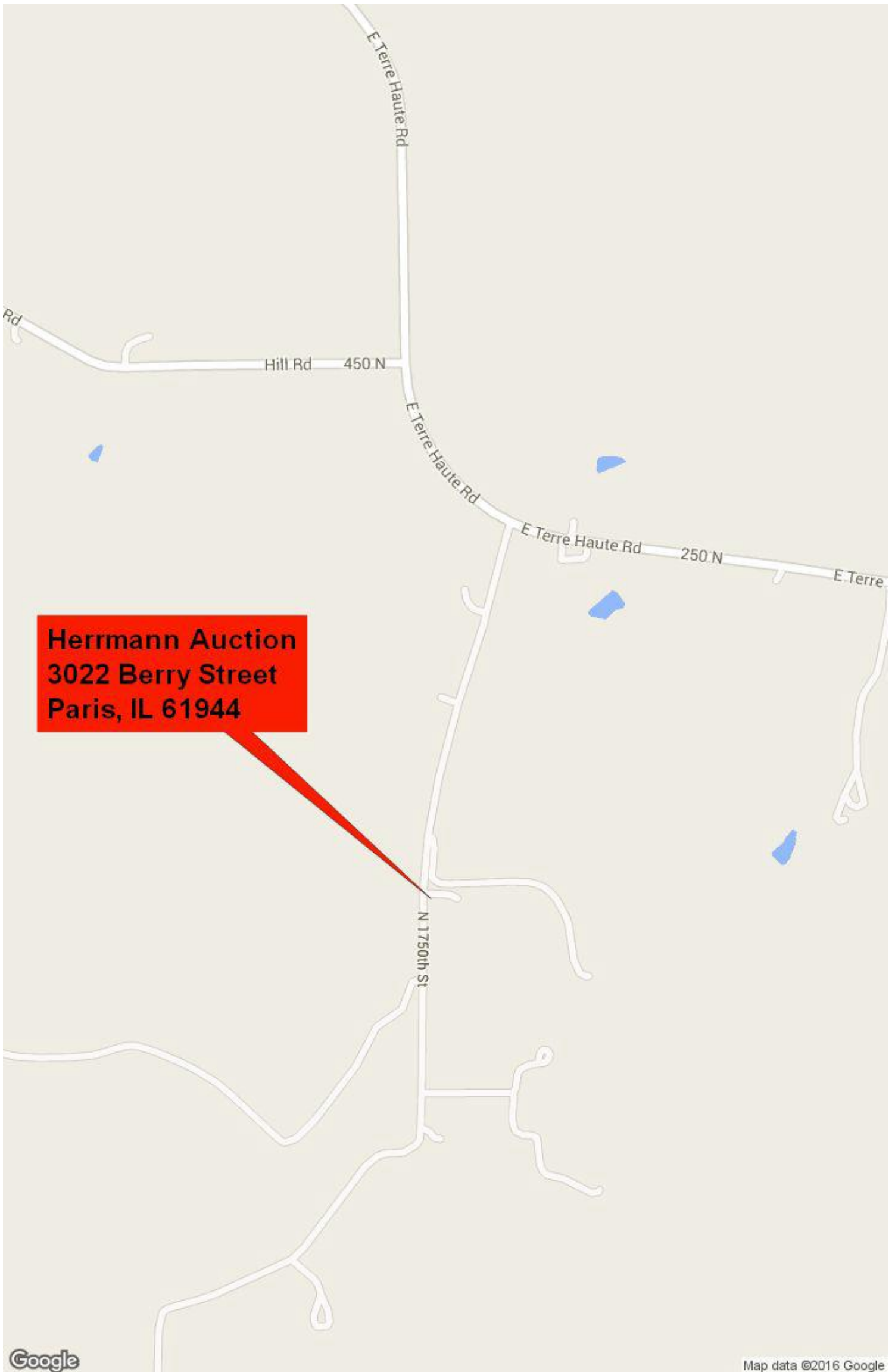


Google

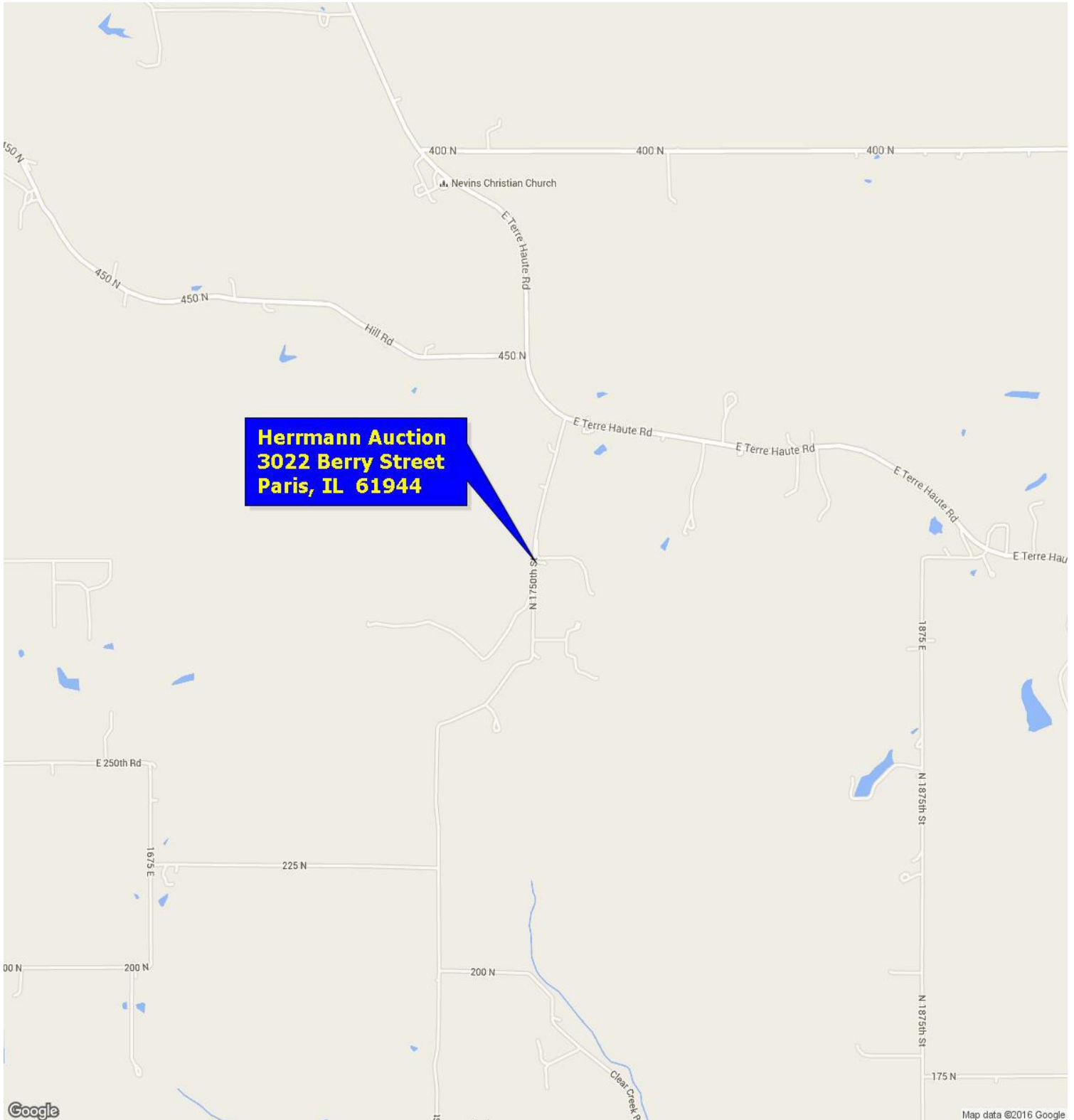
Map data ©2016 Google Imagery ©2016 DigitalGlobe, IndianaMap Framework Data, USDA Farm Service Agency



# LOCATION MAP



# FEMA – FLOOD MAP



## FLOOD INFORMATION

**Community:** Edgar County

**Property is NOT in a FEMA Special Flood Hazard Area**

**Map Number:** 17045C0375C

**Panel:** 0375C

**Zone:** X

**Map Date:** 01-19-2011

**FIPS:** 17045

**Source:** FEMA DFIRM


## LEGEND

 = FEMA Special Flood Hazard Area – High Risk

 = Moderate and Minimal Risk Areas

### Road View:

 = Forest

 = Water

## Sky Flood™

No representations or warranties to any party concerning the content, accuracy or completeness of this flood report, including any warranty of merchantability or fitness for a particular purpose is implied or provided. Visual scaling factors differ between map layers and are separate from flood zone information at marker location. No liability is accepted to any third party for any use or misuse of this flood map or its data.

# **DESCRIPTION OF REAL ESTATE**

**Physical & Legal Description:** The Real Estate sells at 10:00AM (CST). The property is located at 3022 Berry Street, Paris, IL. 61944. **Legal Description:** A Part of the East Half of the Northeast Quarter of Section 4, Township 12 North, Range 11 West of the Second Principal Meridian, Edgar County, Illinois, PIN #04-24-04-200-010. The site size is irregular in shape measuring 2.07 Acres m/l or 90,169.20 sq. ft. m/l.

**Lot and Dwelling Description:** The real estate is conveniently located to shopping, schools, churches, and other local amenities. The real estate is located in the County of Edgar, Elbridge Township, Paris, Illinois.

**Description:** The site size is irregular in shape measuring 2.07 Acres m/l or 90,169.20 sq. ft. m/l. This 1-story house was built in approximately 1998. The gross living area of the house is 2,705 sq. ft. m/l that consists of (Open Concept) kitchen, pantry, dining area, living room (Cathedral Ceiling w/sky lights), Sunroom, 3-bedrooms, 2) 4-fixture bathrooms & 1) 2-fixture bathroom, laundry/ utility room. There are built-in cabinets in the living room. There is a partial walk-out basement, which is partially finished (15%-20% finished) measuring 2,320 sq. ft. m/l and it appears to have 9' ceilings. In Bedroom #1 there is a large walk-in closet. The furnace & water softener are located in the basement. There is a 2-Car attached garage with a concrete floor and 2) overhead doors with electric opener and a rear service door. The attached garage is insulated and finished on the interior with drywall. There is another smaller garage measuring 16' x 24' with an overhead door with electric door openers and 1) service door and it has a concrete floor. This smaller garage has been utilized for lawn and garden equipment and tools. The walls and ceilings of the home are drywall and painted and the ceilings are textured. The floor coverings consist of clay tile and carpet (like new). There is a gas forced warm air furnace and central air conditioning system that supplies a climate control environment to the entire house. There is an attic with access from the garage thru a scuttle entrance. There is a 50 gallon gas water heater. There is a 200 ampere electrical service panel and wiring. The windows throughout the house are thermos-pane and there are ceiling fans throughout the house. There are metal rain gutters installed on the home. The foundation is poured concrete and the home has an asphalt shingle roof. The exterior of the house is finished with a vinyl siding and brick. There is a front covered concrete porch measuring 4' x 18' and a rear concrete patio & wood deck measuring overall 8' x 28'. The property consists of Clark/Edgar Water District, Enerstar Electric, private waste disposal system and propane gas. There is an air crawl space measuring 14' x 32' (448 sq. ft. m/l). There is a concrete driveway for the house giving access from Berry Street. There are newer built-in appliances in the kitchen which will sell with the house. Also, the kitchen has solid Maple cabinets. Also, in the living room & sunroom is a gas log fireplace (the fireplace is 2-sided). This house appears to have been constructed with quality workmanship and materials. The landscaping appears to have been completed by a professional. Also, there is an 18' x 33' above-ground swimming pool (needs a liner) and there appears to have been professional landscaping installed around the pool and there is a walk-way from the house to the swimming pool (concrete pavers). The entire 2.07 acres m/l has a white vinyl fence around the perimeter of the property, except on the north side where there is a wooded fence row. There appears to be adequate drainage, the property slopes to the rear portion of the property.

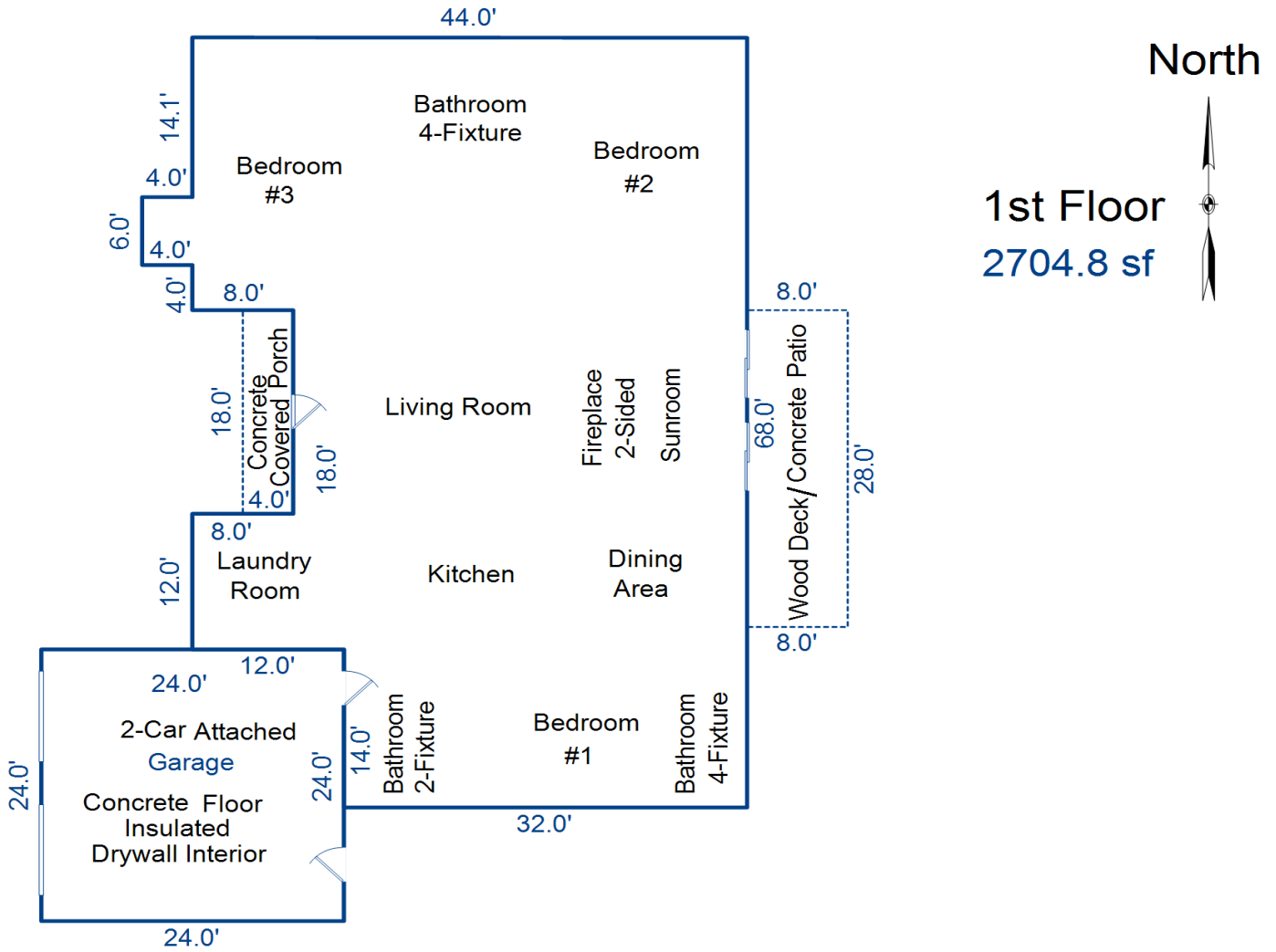
**NOTE:** The sketch of the floor plan for the house was derived from the Edgar County Supervisor of Assessments Office, records and onsite measurements. The measurements are considered to be approximate and rounded, although it appears the measurements from the Supervisor of Assessments office may be incorrect. After further review of the onsite measurements and the pictures taken of the house the total square footage appears to be 2,705 sq. ft. (rounded).

**Terms:** Announcements made at day of sale will take precedence over any previously printed, oral or electronic statements "Sold As Is, Where Is". Auctioneer is acting only as an agent to the Seller(s) and is not responsible for any accident or liability.

**NOTE:** All prospective buyers have 14 days prior to the auction for a home inspection to be conducted. The buyer will be required to sign a disclosure waiver for lead paint and a property disclosure waiver the day of the auction.

**NOTE:** The Auctioneer may use any dollar increment during the bidding process he feels is appropriate.

# FLOOR PLAN – SKETCH



Sketch by Apex Sketch

AREA CALCULATIONS SUMMARY					AREA CALCULATIONS BREAKDOWN					
Code	Description	Factor	Net Size	Perimeter	Net Totals	Name	Base x	Height x	Width =	Area
GLA1	First Floor	1.0	2704.8	248.0	2704.8	First Floor		6.0 x	4.0 =	23.9
GAR	Garage	1.0	575.9	96.0	575.9			44.0 x	12.0 =	527.3
P/P	Patio	1.0	223.4	71.9				42.1 x	36.0 =	1513.9
	Porch	1.0	71.9	44.0	295.3			32.0 x	14.0 =	446.5
								24.1 x	8.0 =	192.5
							0.5 x	44.0 x	0.0 =	0.8
	Net LIVABLE		(rounded)		2,705	6 total items			(rounded)	2,705

© Starcap Marketing, LLC. dba Apex Software

**NOTE:** The sketch of the floor plan for the house was derived from the Edgar County Supervisor of Assessments Office, records and onsite measurements. The measurements are considered to be approximate and rounded, although it appears the measurements from the Supervisor of Assessments office may be incorrect. After further review of the onsite measurements and the pictures taken of the house the total square footage appears to be 2,705 sq. ft. (rounded).

**NOTE:** All photo's, drawings, sketches, maps, etc. are for illustration purpose's ONLY.



# PHOTO'S











# **ENVIRONMENTAL ADDENDUM & DISCLOSURE**

## **APPARENT\* HAZARDOUS SUBSTANCES AND/OR DETRIMENTAL ENVIRONMENTAL CONDITIONS**

This disclosure pertains to the property listed in this "Property Information Packet" being offered at Public Auction for Cathy S. Herrmann & Phyllis I. Herrmann on August 6, 2016.

**\*Apparent is defined as that which is visible, obvious, evident or manifest to the auctioneer.**

This addendum and disclosure reports the results of the auctioneer's routine inspection of and inquiries about the subject properties and its surrounding area's. It also states what assumptions were made about the existence (or non-existence) of any hazardous substances and/or detrimental environmental conditions. **The auctioneer is not an expert environmental inspector** and therefore might be unaware of existing hazardous substances and/or detrimental environmental conditions which may have a negative effect on the safety and value of the property. It is possible that tests and inspections made by a qualified environmental inspector would reveal the existence of hazardous materials and/or detrimental environmental conditions on or around the property that would negatively affect its safety and value.

**Drinking Water:** The drinking water to the property is supplied by the Clark/Edgar Water District. It is the assumption of the auctioneer and seller(s) that there is an adequate supply of safe, lead-free drinking water.

**Sanitary Waste Disposal:** Sanitary waste disposal for the property is by the means of a private waste disposal system. It is the assumption of the auctioneer and seller(s) that the sanitary waste is disposed of by a municipal sewer and/or private system or adequate properly permitted alternate treatment system is in good condition.

**Soil Contaminants:** The auctioneer and seller(s) are not qualified to determine the presence of any soil contaminants and further more are not aware of any soil contaminants. It is the assumption of the auctioneer and seller(s) that the properties are free of soil contaminants.

**Asbestos:** The auctioneer and seller(s) are not qualified to determine the presence of any asbestos and further more are not aware of any asbestos. It is the assumption of the auctioneer and seller(s) that there is no uncontained friable asbestos or other hazardous material on the property.

**PCB's (Polychlorinated Biphenyls):** The auctioneer and seller(s) are not qualified to determine the presence of any PCB's and further more are not aware of any PCB's. It is the assumption of the auctioneer and seller(s) that there are no uncontained PCB's on or nearby the property.

**Radon:** The auctioneer and seller(s) are not qualified to determine the presence of any Radon and further more are not aware of any Radon. It is the assumption of the auctioneer and seller(s) that the radon level is at or below EPA recommended levels.

**UST's (Underground Tanks):** The auctioneer and seller(s) are not qualified to determine the presence of any UST's and further more are not aware of any UST's. It is the assumption of the auctioneer and seller(s) that any functioning UST's are not leaking and are properly registered and that any abandoned UST's are free from contamination and were properly drained, filled and sealed.

**Nearby Hazardous Waste Sites:** The auctioneer and seller(s) are not qualified to determine the presence of any nearby hazardous waste sites and further more are not aware of any nearby hazardous waste sites. It is the assumption of the auctioneer and seller(s) that there are no hazardous waste sites on or nearby the properties that negatively affect the value or safety of the properties.

**UREA Formaldehyde (UFFI) Insulation:** The auctioneer and seller(s) are not qualified to determine the presence of any UFFI and further more are not aware of any UFFI. It is the assumption of the auctioneer and seller(s) that there is no significant UFFI insulation or other UREA formaldehyde material on the property.

**Lead Paint:** The auctioneer and seller(s) are not qualified to determine the presence of any lead paint and further more are not aware of any lead paint. Because the improvements on the property were built prior to 1978 the possibility of lead paint may be present. It is the assumption of the auctioneer and seller(s) that there is not any lead paint on the property. It is recommended by the auctioneer and seller(s) that a qualified professional be contacted if there are any concerns.

**Air Pollution:** The auctioneer and seller(s) are not qualified to determine the presence of any air pollution and further more are not aware of any air pollution. It is the assumption of the auctioneer and seller(s) that the property is free of air pollution.

**Wetlands/Floodplains:** The auctioneer and seller(s) are not qualified to determine the presence of any wetlands/floodplains and further more are not aware of any wetlands/floodplains. It is the assumption of the auctioneer and seller(s) that there are no wetlands/floodplains on the property.

**Miscellaneous Environmental Hazards:** The auctioneer and seller(s) are not qualified to determine the presence of any miscellaneous environmental hazards and further more are not aware of any miscellaneous environmental hazards. The auctions are being conducted with the assumption that there are no miscellaneous environmental hazards that would negatively affect the safety, value or integrity of the properties.

**NOTE:** All or parts of the improvements were not constructed before 1978 when lead paint was a common building material, and the possibility of lead-based paint contamination may not exist. There is no **apparent** visible or known documented evidence of lead paint on the floors, walls or ceilings. The only way to be certain that the property is free of surface or subsurface lead paint is to have it inspected by a qualified inspector. If there are any further questions as to the presence of any environmental hazards on any of the properties it recommended by the auctioneer and seller(s) that the buyer(s) have a qualified professional inspector to conduct such an inspection. All cost's related to any inspection and/or repairs will be at the expense of the buyer(s). All prospective buyers have 14 days prior to the auction for a home inspection to be conducted. The buyer will be required to sign a disclosure waiver for lead paint and a property disclosure waiver the day of the auction. The property is being sold "AS IS, WHERE IS" with no warranties expressed or implied.



# WOOD DESTROYING INSECT REPORT

<b>Wood Destroying Insect Inspection Report</b>		Notice: Please read important consumer information on page 2.	
<b>Section I. General Information</b> Inspection Company, Address & Phone		Company's Business Lic. No.	Date of Inspection
<b>A-Advance Pest Control</b> 1209 B Tucker Beach Road Paris, Illinois 61944 217-463-2260		<b>051-023547</b>	7-1-2016
		Address of Property Inspected	
		3022 Berry Street Paris, Illinois	
Inspector's Name, Signature & Certification, Registration, or Lic. #		Structure(s) Inspected	
 <b>Steve Campbell</b> Lic. No. 052-026820		Shed And House w/ Attached Garage	
<b>Section II. Inspection Findings</b> This report is indicative of the condition of the above identified structure(s) on the date of inspection and is not to be construed as a guarantee or warranty against latent, concealed, or future infestations or defects. <b>Based on a careful visual inspection of the readily accessible areas of the structure(s) inspected:</b>			
<input checked="" type="checkbox"/> A. No Visible evidence of wood destroying insects was observed.			
<input type="checkbox"/> B. Visible evidence of wood destroying insects was observed as follows:			
<input type="checkbox"/> 1. Live insects (description & location): _____			
<input type="checkbox"/> 2. Dead insects, insect parts, frass, shelter tubes, exit holes, or staining (description and location): _____			
<input type="checkbox"/> 3. Visible damage from wood destroying insects was noted as follows (description and location): _____			
<b>NOTE: This is not a structural damage report.</b> If box B above is checked, it should be understood that some degree of damage, including hidden damage, may be present. If any questions arise regarding damage indicated by this report, it is recommended that the buyer or any interested parties contact a qualified structural professional to determine the extent of damage and the need for repairs.			
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> It appears that the structure(s) or a portion thereof may have been previously treated. Visible evidence of possible previous treatment:			
The inspecting company can give no assurances with regard to work done by other companies. The company that performed the treatment should be contacted for information on treatment and any warranty or service agreement which may be in place.			
<b>Section III. Recommendations</b>			
<input checked="" type="checkbox"/> No treatment recommended: (Explain if Box B in Section II is checked) _____			
<input type="checkbox"/> Recommend treatment for the control of: _____			
<b>Section IV. Obstructions and Inaccessible Areas</b>		The inspector may write out obstructions or use the following optional key:	
The following areas of the structure(s) inspected were obstructed or inaccessible:			
<input checked="" type="checkbox"/> Basement	Fixed Wall Covering	1. Fixed ceiling	13. Only visual access
<input type="checkbox"/> Crawlspace		2. Suspended ceiling	14. Cluttered condition
<input type="checkbox"/> Main Level		3. Fixed wall covering	15. Standing water
<input type="checkbox"/> Attic		4. Floor covering	16. Dense vegetation
<input checked="" type="checkbox"/> Garage	Fixed Wall Covering	5. Insulation	17. Exterior siding
<input checked="" type="checkbox"/> Exterior	No Access Under Back Deck	6. Cabinets or shelving	18. Window well covers
<input checked="" type="checkbox"/> Porch	No Access Under Concrete Front Porch	7. Stored items	19. Wood pile
<input type="checkbox"/> Addition		8. Furnishings	20. Snow
<input type="checkbox"/> Other		9. Appliances	21. Unsafe conditions
		10. No access or entry	22. Rigid foam board
		11. Limited access	23. Synthetic stucco
		12. No access beneath	24. Duct work, plumbing, and/or wiring
<b>Section V. Additional Comments and Attachments</b> (these are an integral part of the report)		Realty Inspection \$ 5000 paid s.c.	
Attachments _____			
<b>Signature of Seller(s)</b> or Owner(s) if refinancing. Seller acknowledges that all information regarding W.D.I. infestation, damage, repair, and treatment history has been disclosed to the buyer.		<b>Signature of Buyer.</b> The undersigned hereby acknowledges receipt of a copy of both page 1 and page 2 of this report and understands the information reported.	
X		X	



# TITLE INSURANCE COMMITMENT



**Chicago Title Insurance Company**

Commitment No. 2016-263

## COMMITMENT FOR TITLE INSURANCE

Issued by  
**Chicago Title Insurance Company**

*Chicago Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.*

*This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.*

*All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.*

*The Company will provide a sample of the policy form upon request.*

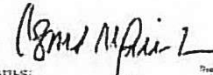

*IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.*

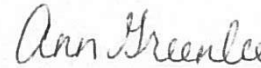
45511L 2016-263  
ECS Service Corporation  
DBA Edgar County Title Company  
206 West Washington Street  
Paris, IL 61944  
Tel: (217) 465-5821  
Fax: (217) 463-7265

CHICAGO TITLE INSURANCE COMPANY

By:



ATTEST:  President  
 Secretary

Countersigned:   
Authorized Signatory

72C106 (6/06)

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ALTA Commitment - 2006



## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org>>.*



**ALTA COMMITMENT-2006  
CHICAGO TITLE INSURANCE COMPANY**

OFFICE FILE NUMBER <b>2016-263</b>	SCHEDULE A	
COMMITMENT NUMBER <b>2016-263</b>	3 EFFECTIVE DATE <b>07/01/16</b> <b>08 : 00 a .m.</b>	4 LOAN AMOUNT <b>\$NONE</b> OWNERS AMOUNT <b>\$TO COME</b>

1. Policy or Policies to be issued:  
Loan Policy to be issued: ALTA-2006 (6/17/06)  
Proposed Insured:

Owner's Policy to be issued: ALTA-2006 (6/17/06)  
Proposed Insured:  
**TO COME**

2. The estate or interest in the Land described or referred to in this Commitment and covered herein is a Fee Simple and Title thereto is at the Effective Date hereof vested in:

**CATHY S. HERRMANN and PHYLLIS I. HERRMANN, as Joint Tenants**

3. The Land referred to in this Commitment is described as follows:

**(See Schedule A Continued)**

See Continuation Sheet

ECS Service Corporation dba Edgar County Title Company
--

NAME OF AGENT

(217) 465-5821  
PHONE NUMBER

	<u>206 WEST WASHINGTON ST.</u>	<u>PARIS</u>	<u>IL</u>	<u>61944-1723</u>
COMMITMENT SCHEDULE A	MAILING ADDRESS	CITY	STATE	ZIP

(07/07 DisplaySoft 25-WIN-1-IL-CmtA 2006)

**ADDED PAGE**  
**CHICAGO TITLE INSURANCE COMPANY**  
(Schedule A-3 Continued)

File Number 2016-263

Commitment Number 2016-263

A part of the East Half of the Northeast Quarter of Section 4, Township 12 North, Range 11 West of the 2nd P.M., being more particularly described as follows: Beginning at an iron pipe marking the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 4, Township 12 North, Range 11 West of the 2nd P.M., Edgar County, Illinois; thence North 89 degrees 49 minutes 55 seconds East (assumed bearing) along the North line of said Northeast Quarter of the Northeast Quarter, 519.53 feet to an iron pin; thence South 03 degrees 45 minutes 44 seconds East, 200.39 feet to an iron pipe; thence South 89 degrees 49 minutes 55 seconds West and parallel with the aforementioned North line of said Northeast Quarter of the Northeast Quarter, 382.20 feet to an iron pipe; thence North 00 degrees 08 minutes 14 seconds West and parallel with the West line of said Northeast Quarter of the Northeast Quarter, 100.00 feet to an iron pipe; thence South 89 degrees 49 minutes 55 seconds West and parallel with the aforementioned North line of said Northeast Quarter of the Northeast Quarter, 150.00 feet to an iron pipe and the aforementioned West line of said Northeast Quarter of the Northeast Quarter; thence North 00 degrees 08 minutes 14 seconds West along said West line, 100.00 feet to the place of beginning, being all situated in Elbridge Township, Edgar County, Illinois, as referenced by Plat of Survey dated December 3, 1997 made by Douglas E. Cary, Illinois Professional Land Surveyor No. 2918.

In Edgar County, Illinois.

ECS Service Corporation  
dba Edgar County  
Title Company

NAME OF AGENT

(217) 465-5821

PHONE NUMBER

206 WEST WASHINGTON ST.

MAILING ADDRESS

PARIS

CITY

IL

STATE

61944-1723

ZIP

(07 07 DisplaySoft 25-WIN-1-IL-CmtACon 2006)

ALTA-COMMITMENT-2006  
CHICAGO TITLE INSURANCE COMPANY  
SCHEDULE B EXCEPTIONS (continued)

File Number 2016-263

Commitment Number 2016-263

3. Taxes for the year(s) 2016 , which are a lien although not yet due or payable.
4. Rights or claims of parties in possession not shown by the public records.
5. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
6. Easements, or claims of easements, not shown by the public records.
7. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
8. Taxes or special assessments which are not shown as existing liens by the public records.
9. General Real Estate Taxes for the year 2015 assessed in the total amount of \$4,942.14, due in installments on July 15, 2016 and September 16, 2016. Index No. 04-24-04-200-010.
- NOTE: According to the records in the County Assessors Office, the premises contain: 2.07 acres.
- NOTE: The Tax Bill for the 2015 current taxes show the following exemptions. Improvement Exemption \$0.00 Owner Occupied Exemption \$0.00 Homestead/Veteran Exemption \$0.00 and SCAFHE \$0.00.
10. Rights of the Public, the State of Illinois, the County, the Township and the municipality in and to that part of the premises in question taken, used, or dedicated for roads or highways.
11. Rights of Way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
12. The spouse or party in a Civil Union, if any, of the record owner\proposed insured owner should join in the execution of their respective deed or mortgage to come, or the instrument should contain a statement disclosing there is no homestead estate, to properly release homestead estate rights.
13. Oil and Gas Lease dated October 4, 1938 and recorded July 26, 1940 in Oil and Gas Record 2, Page 1 made by Bessie Morton, widow; John W. Morton and Hazel, his wife; Edna M. Adams and Carl Adams, her  
See Continuation Sheet

ECS Service Corporation  
dba Edgar County  
Title Company

NAME OF AGENT

(217) 465-5821

PHONE NUMBER

206 WEST WASHINGTON ST.

MAILING ADDRESS

PARIS

CITY

IL

STATE

61944-1723

ZIP

07/01/16

(01 08 DisplaySoft 25-WIN-IL-CmtB\_2006)



CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B (continued)

File Number 2016-263

Commitment Number 2016-263

husband; Ruth F. Morton, single; and Dorothy D. Morton, widow to D. V. Carter.

14. Oil and Gas Lease dated April 29, 1949 and recorded August 26, 1949 in Oil and Gas Record 5, Page 134 made by Bessie Morton, widow to H. R. Snavely; and assigned by Assignment dated October 28, 1949 and recorded March 21, 1950 in Miscellaneous Record 17, Page 233 made by H. R. Snavely and Mabel M. Snavely, his wife to Frederick B. Cline except for a 1/16 overriding royalty interest in 7/8.
15. Oil and Gas Lease dated April 23, 1959 and recorded July 22, 1959 in Oil and Gas Record 10, Page 213 made by James G. Beard and Elsie A. Beard, his wife to Forrest H. Lindsay.
16. Any interest of Midwestern Gas Transmission Company under a Judgment entered May 20, 1964 in Case No. 63-L-51 against Rono Frisz et ux that may remain after the recording of Acknowledgement of Termination of Interest by Midwestern Gas on March 16, 1993 in Volume 58 of Miscellaneous Records of Edgar County, Illinois, Page 608.
17. Right of Way Easement dated October 28, 1993 and recorded October 28, 1993 in Grants and Easement Record 12, Page 700 made by Phil W. Holloway to Edgar Electric Co-operative Association, its successors and assigns, grants the right to enter on said land to place, construct, operate, repair, maintain, etc. an electric transmission or distribution line etc. etc.
18. Seventy (70) foot building set back line as shown on Plat dated December 3, 1997 made by Douglas E. Cary, Illinois Professional Land Surveyor No. 2918.
19. Twenty-five (25) foot apparent right of way line on the West side of said premises as shown on Plat dated December 3, 1997 made by Douglas E. Cary, Illinois Professional Land Surveyor No. 2918.
20. Matters disclosed by unrecorded Plat of Survey dated December 3, 1997 made by Douglas E. Cary, Illinois Professional Land Surveyor No. 2918.

ECS Service Corporation  
dba Edgar County  
Title Company

NAME OF AGENT

(217) 465-5821

PHONE NUMBER

206 WEST WASHINGTON ST.

MAILING ADDRESS

PARIS

CITY

IL

STATE

61944-1723

ZIP

(07.07 DisplaySoft 25-WIN-IL-CmtBConCon\_2006)

CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B (Signature Page)

File Number 2016-263

Commitment Number 2016-263

Countersigned

*Ann Greenlee*

Authorized Signatory

ECS Service Corporation  
dba Edgar County  
Title Company

NAME OF AGENT

(217) 465-5821

PHONE NUMBER

206 WEST WASHINGTON ST.

MAILING ADDRESS

PARIS

CITY

IL

STATE

61944-1723

ZIP

(07:07 DisplaySoft 25-WIN-IL-CmtBConSign\_2006)

### GENERAL EXCEPTIONS IN POLICIES

The owners policy will be subject to the following General Exceptions: (1) Rights or claims of parties in possession not shown by the public records; (2) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land; (3) Easements, or claims of easements, not shown by the public records; (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records; (5) Taxes or special assessments which are not shown as existing liens by the public records.

### SCHEDULE B

Schedule B of the policy or policies to be issued will contain the applicable General Exceptions (see above); and, if an owners policy is to be issued, the encumbrance, if any, shown in Schedule A; and exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

(1) Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

(2) An ALTA LOAN POLICY will be subject to the following Exceptions (a) and (b), in the absence of the production of the data and other essential facts requested in our standard "ALTA Statement": (a) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records; (b) Consequences of the failure of the Insured to pay out properly the whole or any part of the loan secured by the mortgage described in Schedule A, as affecting: (i) the validity of the lien of said mortgage; and (ii) the priority of the lien over any other right, claim, lien or encumbrance which has or may become superior to the lien of said mortgage before the disbursement of the entire proceeds of the loan.



**ECS Service Corporation**  
**d/b/a Edgar County Title Company**  
**and d/b/a Cornerstone Community Title Co.**  
**Privacy Statement**

ECS Service Corporation respects the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains ECS Service Corporation's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. ECS Service Corporation follows the privacy practices described in this Privacy Statement and, depending on the business performed, ECS Service Corporation may share information as described herein.

**Personal Information Collected**

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

**Disclosure of Personal Information**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures.

Disclosures may include, without limitation, the following:

- To insurance companies, agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

**Disclosure to Affiliated Companies** – We are permitted by law to share your name, address and facts about your transaction with other ECS Service Corporation subsidiaries, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

**Disclosure to Nonaffiliated Third Parties** – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

**Confidentiality and Security of Personal Information**

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

**Access to Personal Information/**

**Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out who your Personal Information has been disclosed to, and request correction or deletion of your Personal Information. However, ECS Service Corporation's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer  
ECS Service Corporation  
206 W. Washington  
Paris IL 61944

**Changes to this Privacy Statement**

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

EXHIBIT A

A part of the East Half of the Northeast Quarter of Section 4, Township 12 North, Range 11 West of the 2nd P.M., being more particularly described as follows: Beginning at an iron pipe marking the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 4, Township 12 North, Range 11 West of the 2nd P.M., Edgar County, Illinois; thence North 89 degrees 49 minutes 55 seconds East (assumed bearing) along the North line of said Northeast Quarter of the Northeast Quarter, 519.53 feet to an iron pin; thence South 03 degrees 45 minutes 44 seconds East, 200.39 feet to an iron pipe; thence South 89 degrees 49 minutes 55 seconds West and parallel with the aforementioned North line of said Northeast Quarter of the Northeast Quarter, 382.20 feet to an iron pipe; thence North 00 degrees 08 minutes 14 seconds West and parallel with the West line of said Northeast Quarter of the Northeast Quarter, 100.00 feet to an iron pipe; thence South 89 degrees 49 minutes 55 seconds West and parallel with the aforementioned North line of said Northeast Quarter of the Northeast Quarter, 150.00 feet to an iron pipe and the aforementioned West line of said Northeast Quarter of the Northeast Quarter; thence North 00 degrees 08 minutes 14 seconds West along said West line, 100.00 feet to the place of beginning, being all situated in Elbridge Township, Edgar County, Illinois, as referenced by Plat of Survey dated December 3, 1997 made by Douglas E. Cary, Illinois Professional Land Surveyor No. 2918.

In Edgar County, Illinois.



# **AD VALOREM TAXES / ZONING**

## **Permanent Tax Numbers:**

Parcel # 04-24-04-200-010

Elbridege Township, Edgar County, Paris, Illinois, 61944.

## **Zoning:**

No Zoning

## **Taxes:**

Parcel # 04-24-04-200-010– estimated to be \$4,942.14 w/no exemptions.

Information provided by the Edgar County Supervisor of Assessments Office and Treasures Office.

**FOR MORE INFORMATION ON AD VALOREM TAX MATTERS, WATER and ELECTRICITY - YOU MAY CONTACT THE FOLLOWING:**

Edgar County Supervisor of Assessments – 217-466-7418

Edgar County Treasure – 217-466-7446

Superintendent of Highways – 217-465-4139

Clark/Edgar Rural Water District – 217-463-5888

Enerstar Power Corp – 800-635-4145

**CONTRACT FOR PURCHASE & SALE OF REAL ESTATE**

**This is a legally binding contract. If not fully understood, we recommend that all parties to the contract consult an attorney before signing.**

**Property # \_\_\_\_\_ Tract(s) # \_\_\_\_\_ Date: \_\_\_\_\_**

**This is a Purchase and Sale agreement, provided at the auction sale herein referenced. By signing below, purchaser acknowledges the terms and conditions for purchase are incorporated herein and same are legally binding, it being the intent of the parties that the obligation of purchaser arising from the “Terms and Conditions” and this Purchase and Sale Contract, shall be deemed one and the same.**

**1. IDENTIFICATION OF PARTIES TO THE CONTRACT**

**A. SELLER**

**NAME:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

**City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_**

**Daytime Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_**

**(Even though the word “Seller” is singular, it refers to each and all of those who sign below as Seller.)**

**B. PURCHASER**

**NAME:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

**City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_**

**Daytime Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_**

**(Even though the word “Purchaser” is singular, it refers to each and all of those who sign below as Purchaser.)**

**2. PROPERTY TO BE SOLD**

The property which the Seller is agreeing to sell and which the Purchaser is agreeing to purchase is known as:

The following is a legal description of the property as a whole, unless otherwise specified.

**Short Legal:** A Part of the East Half of the Northeast Quarter of Section 4, Township 12 North, Range 11 West of the Second Principal Meridian, Edgar County, Illinois, PIN #04-24-04-200-010.

This property includes all Seller(s) rights and privileges, if any, to all land, water, streets, minerals, and roads annexed to, and on all sides of the property, unless otherwise described differently herein this contract.

**INITIALS:** \_\_\_\_\_

**HIGH BIDDER INITIALS:** \_\_\_\_\_

**ITEMS INCLUDED IN SALE**

The following, if located on the property at the time of signing of the contract, are included in the sale of the real estate, unless stated otherwise in this contract, "As Is, Where Is".

- i. All buildings and improvements,
- ii. Lighting, heating and plumbing fixtures,
- iii. Window shades, Venetian blinds, traverse rods, curtain rods,
- iv. All wall to wall carpeting,
- v. Storm and screen doors and windows,
- vi. Water softeners and propane tanks (if owned by the seller(s)),
- vii. Stainless Steel Refrigerator, Stainless Steel Stove/Oven and 8' x 16' Portable Building
- viii. All shrubbery, trees, and plants in the ground, and
- ix. Other existing items not listed above and which are included in the sale are listed here: Any trash, scrap & scrap iron and any items remaining in any buildings or with the real estate.

**3. ITEMS EXCLUDED FROM THE SALE**

The following items are excluded from the sale of real estate: \_\_\_\_\_NONE\_\_\_\_\_.

**4. BUYER'S PREMIUM**

It is clearly understood and agreed to by both the Buyer and the Seller that THE BUYER'S PREMIUM IS THAT PORTION OF THE COMMISSION WHICH IS BEING PAID BY THE BUYER THROUGH THE SELLER. UNITED COUNTRY – AUCTIONS, APPRAISALS & REALTY, LLC AND THEIR AUCTIONEER/AGENTS REPRESENTS ONLY THE SELLER. If either the Buyer or the Seller should fail to perform on the contract the party responsible for failing to close on the property shall be responsible for the full commission due United Country – Auctions, Appraisals & Realty, LLC. In the event the Buyer defaults, the funds held by United Country – Auctions, Appraisals & Realty, LLC shall be retained to the extent of the Buyer's Premium and the balance shall be remitted to the Seller or their Attorney.

**5. FORFEITURE PROVISIONS**

Buyer has heretofore deposited a sum of money (earnest) at the auction as to include the 6% Buyer's Premium, which sums are presently within a designated escrow or non-interest bearing account at Preferred Bank for a reasonable amount of time as is considered to accomplish the final settlement between the Seller(s) and United Country – Auctions, Appraisals & Realty, LLC. At that time the sums of money are then transferred to an escrow account of Edgar County Title Company. The Buyer acknowledges that, in the event of default pursuant to the terms of this contract or a violation of the "Terms and Conditions" of the auction, the funds provided shall be forfeit, as same represent liquidated damages. The foregoing shall not be construed as a penalty clause inasmuch as the terms and conditions for the auction identify this fact and inasmuch as the auction has already been conducted and Seller has committed to the Purchaser. The parties hereto agree that it represents a fair, equitable and negotiated resolution to the Seller(s) legitimate claim of default, and not a penalty.

**6. PURCHASE PRICE**

The Purchase Price is (Line C – Below):

\$ \_\_\_\_\_ ( \_\_\_\_\_ ) Dollars, U.S.

**7. METHOD OF PAYMENT**

- A. \$ \_\_\_\_\_ Bid Tendered at Auction.
- B. + \_\_\_\_\_ (6%) Buyer's Premium. Purchaser agrees to pay this amount.
- C. \_\_\_\_\_ Contract sale/purchase price including the Buyer's Premium. (A+B=C)
- D. - \_\_\_\_\_ Paid as a "Cash/Credit Card/Bank Check/Guaranteed Funds" down payment (earnest).
- E. = \_\_\_\_\_ Balance Due in Cash/Bank Check/Guaranteed Funds at closing. (C-D=E)

**8. MORTGAGE EXPENSES**

- A. Any mortgage recording tax, recording fee, expenses of drawing papers and any other expenses to be incurred in connection with procuring a mortgage shall be paid by the purchaser.
- B. Seller assumes all responsibilities regarding the filing of the required tax reporting forms with respect to the sale and transfer of this property.

**SELLER INITIALS:** \_\_\_\_\_

**HIGH BIDDER INITIALS:** \_\_\_\_\_



**9. SELLER’S TITLE**

Seller will transfer to Purchaser all his right, title and interest in the property as per the “Terms and Conditions”. Seller will convey title to purchaser subject to any easement of record; existing restrictions, covenants, conditions of record; zoning and environmental protection laws in existence as of this date so long as the foregoing does not render title uninsurable. Seller will deliver title that any reputable title company will insure. Buyer is responsible for ordering and paying for any additional title searches and title insurances he/she desires.

**10. DEED**

The property shall be transferred from the Seller(s) to Purchaser by means of a Deed. The deed will be properly prepared and signed so that it will be accepted for recording by the County Clerk in the County in which the property is located. If the Seller is transferring the property as an executor, administrator, trustee, committee or conservator, the deed usual to such cases shall be accepted.

**11. ILLINOIS STATE TRANSFER TAX**

The Seller(s) agrees to pay the "Illinois State Real Property Transfer Tax" as set by law.

**12. TAX AND OTHER ADJUSTMENTS**

The following shall be adjusted between the Purchaser and Seller as of the date of Closing/Possession.

- A. Rents, if any, as and when collected
- B. Interest and mortgage escrow account, if any
- C. Taxes, sewer, water and utility rents, if any
- D. Municipal assessment yearly installment, if any
- E. Fuel, if any
- F. Homeowner’s Association dues, if any

**13. DATE AND PLACE OF TRANSFER OF TITLE**

The transfer of title to the property from Seller to Purchaser will take place at the Edgar County Title Company, 206 W. Washington Street, Paris, IL 61944, (217) 465-5821. The closing will be completed with title transferred on or before \_\_\_\_\_ at \_\_\_\_\_ .m. or in 45 days or within (5) days of presentation of insurable title, time is of the essence. If surveying is required the closing date could be delayed anywhere from 45 – 90 days.

**14. POSSESSION**

The Purchaser(s) shall be granted possession of the property at closing, provided transfer of title has occurred.

**15. DOWN PAYMENTS**

It is agreed that any payments made by the Purchaser prior to transfer of title are to be deposited into an escrow account (non-interest bearing). Down payment(s) will be held in an escrow or non-interest bearing account at Preferred Bank for United Country – Auctions, Appraisals & Realty, LLC, and then transferred to Edgar County Title Company escrow account, then to the Seller’s Attorney’s escrow account and/or an account designated by the Seller. At which time the holder of such funds shall apply the total payments to United Country – Auctions, Appraisals & Realty, LLC for their fee(s) due and any excess of down payment over and above the fee will go to the Seller unless there has been a forfeiture or an agreed and written agreement for distribution of funds which is contrary to the form provided herein. If Buyer fails to perform, he or she forfeits all payments as liquidated damages or is subject to a specific performance action, and agrees to pay the full BUYER’S PREMIUM to United Country – Auctions, Appraisals & Realty, LLC. All resale expenses and any interest due will be the property of the Seller(s).

**16. REMEDIES UPON DEFAULT**

In the event Purchaser defaults pursuant to the terms of this agreement, Seller shall have any remedy under Illinois State Law available. The foregoing shall include but not be limited to, an action for damages and action for specific performance or retention of funds as referenced above as liquidated damages. Any action for damages shall include the actual loss to Seller, together with any expenses incurred including but not limited to reasonable attorney’s fees, re-auctioning the property, remarketing the property, and all other expenses associated with same arising from Buyer(s) default.

**SELLER INITIALS:** \_\_\_\_\_

**HIGH BIDDER INITIALS:** \_\_\_\_\_ .

**17. ENTIRE AGREEMENT**

There are no representations made outside of the four corners of this contract, and the provisions herein made with respect to the Buyer’s obligations are integrated and hereby incorporate the Terms and Conditions executed by Buyer on the occasion of the auction. Purchaser acknowledges this property is transferred as is, where is, and there are no warranties, guarantees or promises which shall survive title, By execution of this contract, Purchaser acknowledges it has had ample opportunity prior to execution to inspect, review and observe and all conditions relative to the subject premises which would cause concern to a reasonable Purchaser. Announcements and Terms made the day of the sale or during the sale along with this contract replaces and supersedes any and all other prior understandings, written, verbal or electronic statements, that were made prior to the auction and previously entered into by and among the parties hereto with regard to the sale and purchase of the premises above described and all the same are merged herein. **TERMS OF THIS CONTRACT WILL NOT BE MODIFIED IN ANYWAY UNLESS AGREED TO IN WRITING BY ALL PARTIES.**

**18. BINDING CONTRACT**

Purchaser and Seller agree that they, their heirs, legal representatives, successors and assigns will be bound under this contract. A signed facsimile or scanned & email of this document will represent a fully executed contract.

**19. OTHER TERMS:**

- A. **Real Estate Taxes:** The real estate taxes for 2015 due 2016 will be paid by the seller. The real estate taxes for 2016 due 2017 will be pro-rated to the date of closing and these taxes will be credited to the Buyer(s) at closing, based on the most current real estate tax bill which is \$4,942.14. Buyer(s) assume responsibility of real estate taxes payable thereafter.
- B. **Tenant Rights:** There are no tenant rights in effect at the present time.
- C. **Survey:** The Seller(s) will have the final decision as to the need of any surveying and whom the surveyor will be. There is no survey required at the present time. If a buyer desires a survey it will be at the expense to the buyer. We have a survey dated December 3, 1997 by Douglas E. Cary, Illinois Professional Land Surveyor No. 2918 which was Surveyed and Platted for Shelly Roark.

**20. THE BUYER AGREES TO PAY UNITED COUNTRY – AUCTIONS, APPRAISALS & REALTY, LLC**

**A BUYER’S PREMIUM OF:**

\$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars, U.S.)  
upon signing this agreement.

**21. CONVEYANCE BY SELLER**

Seller agrees to sell the real estate and the property, if any, described above at the price, terms and conditions set forth herein, and to convey or cause to be conveyed to Buyer, title thereto by a stamped, recordable deed, with release of homestead rights, subject but not limited to:

- a. All easements apparent, restrictive covenants and easements of record, all general real estate taxes and special assessments, if any;
- b. Public utility easements and other easements as now platted or otherwise now of record or apparent, if any;
- c. Any building setback lines and restrictions as now platted or now of records, if any;
- d. The rights of all persons claiming by, through or under Buyer; and
- e. General exceptions and Schedule B exceptions set forth in the Title Insurance Company’s commitments or comparable coverage for title insurance which are hereby incorporated herein by this reference.

**23. EVIDENCE OF TITLE**

- A. Not less than fifteen (15) days before closing, Seller shall provide to Buyer evidence of title in the form of a commitment from a reputable title insurer for an owner’s title insurance policy in the amount of the purchase price, which shall show title in Seller or the intended grantor, subject only to the general exceptions to which options on abstracts of title are normally subject or are contained in such title insurance policy, to the title exceptions, and to acts and sufferance of buyer or those claiming by, through or under buyer.
- B. The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions therein stated and herein permitted.

**SELLER INITIALS:** \_\_\_\_\_

**HIGH BIDDER INITIALS:** \_\_\_\_\_

**24. OBJECTION TO TITLE**

- A. Written title objections or requirements must be furnished by the buyer and buyer’s attorney within five (5) days after delivery of title papers to buyer, or buyer’s attorney. If the title papers show defects other than those customarily waived under Clark County examination rules, and if the buyer files written objections thereto, seller shall have twenty (20) days from the date of delivery of buyer’s attorney’s objection or requirements, to cure such defects and present title papers on the basis of which a closing may occur as provided herein.
- B. If title cannot be made as provided above, and if title defects cannot be removed or insured over within the said twenty (20) day period after written notification to seller, this agreement shall be terminated and the payments shall be refunded to buyer’s, unless buyer’s, within an additional fifteen (15) days after seller has received notice of such title defects, elects to accept title subject to such defects; upon which elections buyer may deduct from the purchase price the amounts of all liens, encumbrances or like interests of a definite or ascertainable amount.

**25. NOTICES**

Notices required under this contract shall be in writing by U.S. certified postage prepaid mail to the address stated above, return receipt requested, or by delivery in person. Addresses may be changed by like notice. Date of posting shall be deemed date of receipt. Failure by the notifying party to receive back the receipt card signed by the addressee shall not invalidate the notice.

**26. SURVEY**

The Seller(s) will have the final decision as to the need of any surveying and whom the surveyor will be. There is no survey required at the present time. If a buyer desires a survey it will be at the expense to the buyer.

**27. MINERAL RIGHTS**

If there are any mineral rights and the Seller(s) own their mineral rights, then all mineral rights available will be transferred to the Buyer(s).

**28. DISCLAIMER’S**

- A. United Country – Auctions, Appraisals & Realty, LLC and their Agents and Seller(s) have gathered information in promotional materials from sources deemed reliable but not guaranteed. Purchaser acknowledges inspection of the property or has had the opportunity to do so and chosen not to inspect the property. Purchaser is relying solely on purchasers own inspections and judgment. Further, all parties acknowledge and agree that the property is being sold “WHERE-IS, AS-IS” with any and all faults. United Country – Auctions, Appraisals & Realty, LLC and their agents have acted as agents for the seller in this transaction.
- B. United Country – Auctions, Appraisals & Realty, LLC and their Agents and Seller(s) are making notice to Buyer(s) of the real estate. There is a small area that has been utilized as a site for trash and there could be others that have not been identified. The Buyer(s) are purchasing and the Seller(s) are selling the real estate “WHERE-IS, AS-IS” with any and all faults.

**29. CONTINGENCIES**

There are NO contingencies to this contract.

**SELLER INITIALS:** \_\_\_\_\_

**HIGH BIDDER INITIALS:** \_\_\_\_\_.



**30. SELLER'S AGREEMENT TO PAY COMMISSION**

Seller hereby accepts the above offer and agrees to sell on the terms and conditions set forth and agrees to pay United Country – Auctions, Appraisals & Realty, LLC a fee of an amount equal to or more as agreed upon previously between the Seller and United Country – Auctions, Appraisals & Realty, LLC.

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**HIGH BIDDER = PURCHASER**

**SELLER**

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

**ATTORNEY**

**ATTORNEY**

\_\_\_\_\_  
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E-MAIL: \_\_\_\_\_

E-MAIL: \_\_\_\_\_



**Auctions, Appraisals & Realty, LLC**



107B West Trefz Drive, Marshall, IL 62441

**Office: 217.826.3333 • Cell: 812.243.1303**

**David Shotts, Jr., Auctioneer / Agent / Appraiser**

IN Lic. #AU19300157 • IL Lic. #440.000310

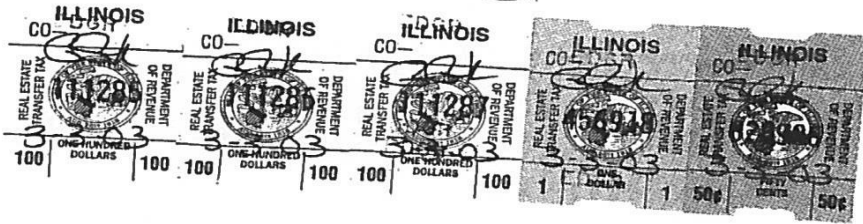
**dshotts@ucmarshall.com • www.ucmarshall.com**



**"Specializing in Marketing YOUR Property, No One Knows the Country Like We Do"**

# DEED

03-0000813 03/03/2003 02:52P FILED  
Rebecca R. Kraemer, Edgar County Recorder



## WARRANTY DEED

**THIS INDENTURE WITNESSETH**, That the GRANTOR, MICHELLE LYNN ROARK, divorced and not since remarried, of the County of Edgar, and State of Illinois, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **CONVEYS** and **WARRANTS** to CATHY S. HERRMANN and PHYLLIS I. HERRMANN, as joint tenants with right of survivorship and not as tenants in common, whose address is 756 Spruce Road, Frankfort, Illinois, the following described real estate, to-wit:

A part of the East Half of the Northeast Quarter of Section 4, Township 12 North, Range 11 West of the 2<sup>nd</sup> P.M., being more particularly described as follows: Beginning at an iron pipe marking the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 4, Township 12 North, Range 11 West of the 2<sup>nd</sup> P.M., Edgar County, Illinois; thence North 89 degrees 49 minutes 55 seconds East (assumed bearing) along the North line of said Northeast Quarter of the Northeast Quarter, 519.53 feet to an iron pin; thence South 03 degrees 45 minutes 44 seconds East, 200.39 feet to an iron pipe; thence South 89 degrees 49 minutes 55 seconds West and parallel with the aforementioned North line of said Northeast Quarter of the Northeast Quarter, 382.20 feet to an iron pipe; thence North 00 degrees 08 minutes 14 seconds West and parallel with the West line of said Northeast Quarter of the Northeast Quarter, 100.00 feet to an iron pipe; thence South 89 degrees 49 minutes 55 seconds West and parallel with the aforementioned North line of said Northeast Quarter of the Northeast Quarter, 150.00 feet to an iron pipe and the aforementioned West line of said Northeast Quarter of the Northeast Quarter; thence North 00 degrees 08 minutes 14 seconds West along said West line, 100.00 feet to the place of beginning, being all situated in Elbridge Township, Edgar County, Illinois, according to Plat of Survey dated December 3, 1997, made by Douglas E. Cary, Illinois Professional Land Surveyor No. 2918,

PREIN: 04-24-04-200-010,

This is not homestead property.

situated in the County of Edgar in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

# SURVEY

FRANCIS ASSOCIATES

CONSULTING ENGINEERS & LAND SURVEYORS

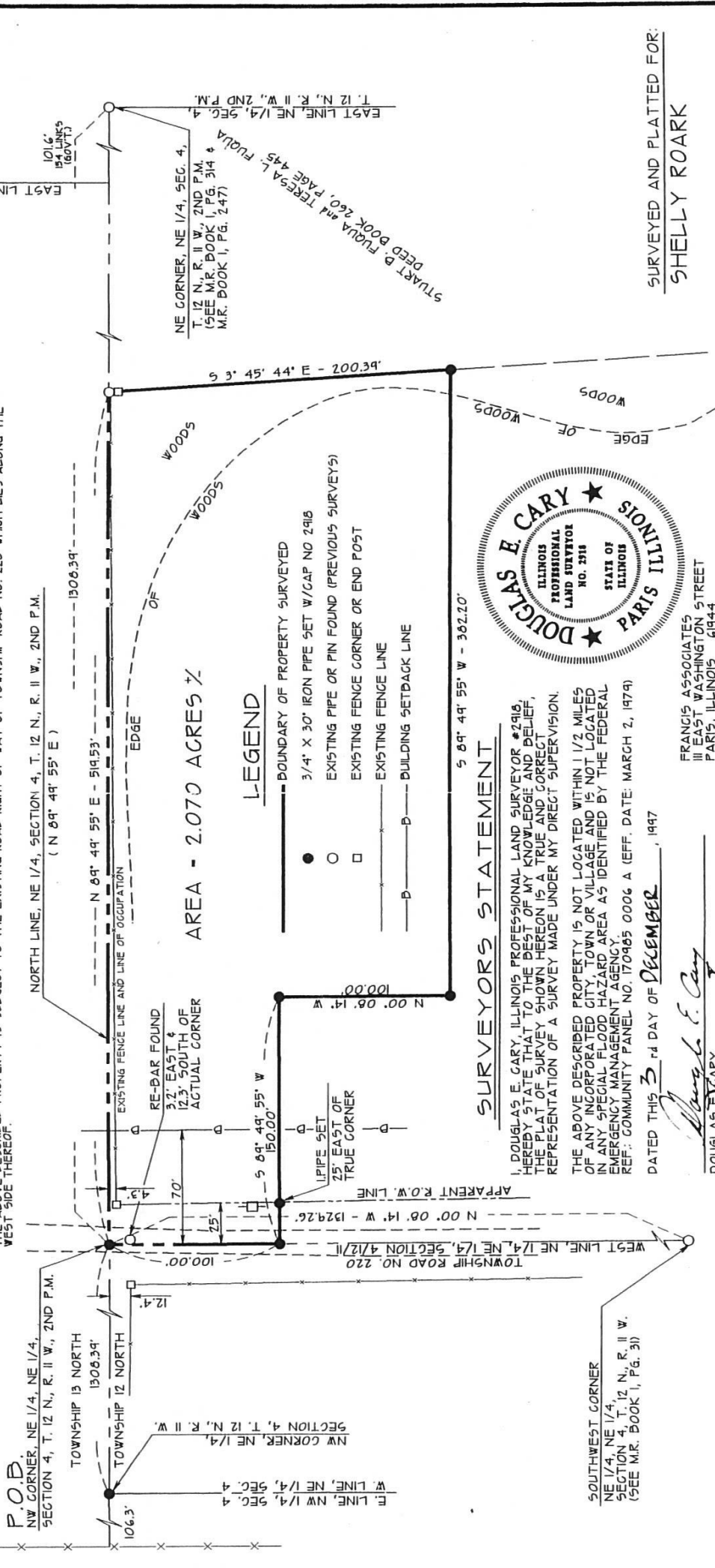
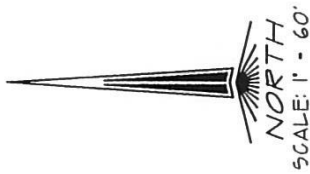
## PLAT OF SURVEY DESCRIPTION OF PROPERTY SURVEYED

A PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 12 NORTH, RANGE 11 WEST OF THE SECOND PRINCIPAL MERIDIAN, EDGAR COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE MARKING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 12 NORTH, RANGE 11 WEST OF THE SECOND PRINCIPAL MERIDIAN, EDGAR COUNTY, ILLINOIS; THENCE NORTH 89° 49' 55" WEST 150.00 FEET TO AN IRON PIPE; THENCE SOUTH 03 DEGREES 45 MINUTES 44 SECONDS EAST 200.39 FEET TO AN IRON PIPE; THENCE SOUTH 89 DEGREES 49 MINUTES 55 SECONDS WEST AND PARALLEL WITH THE AFOREMENTIONED NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, 302.20 FEET TO AN IRON PIPE; THENCE NORTH 00 DEGREES 08 MINUTES 14 SECONDS WEST AND PARALLEL WITH THE AFOREMENTIONED NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, 100.00 FEET TO AN IRON PIPE; THENCE SOUTH 89 DEGREES 49 MINUTES 55 SECONDS WEST AND PARALLEL WITH THE AFOREMENTIONED NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, 150.00 FEET TO AN IRON PIPE AND THE AFOREMENTIONED WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, 100.00 FEET TO AN IRON PIPE; THENCE WEST ALONG SAID WEST LINE, 100.00 FEET TO THE PLACE OF BEGINNING, BEING ALL SITUATED IN ELDRIDGE TOWNSHIP, EDGAR COUNTY, ILLINOIS AND CONTAINING 2.070 ACRES MORE OR LESS.

THE ABOVE DESCRIBED PROPERTY IS SUBJECT TO THE EXISTING ROAD RIGHT OF WAY OF TOWNSHIP ROAD NO. 220 WHICH LIES ALONG THE WEST SIDE THEREOF.

PARIS, ILLINOIS



SURVEYED AND PLATTED FOR:  
**SHELLY ROARK**

FILE NO.: 4211

