

# MURDOCK LAND SALE

## Must Sell Regardless of Price – Bid Live ONLY

Updated September 18, 2016

- \* 112.68 Acres m/l \* 37.01 Acres m/l Cropland \* Offered in 4-Tracts \*
- \* Recreational & Waterfront Land \* Metal Type Pole Building \*
- \* 3) Ponds & 1) Lake w/Boat Ramp Access \* Swimming Access \*
- \* Ideal Hunting Property w/ Deer, Migratory Waterfowl, Game Birds & Fishing \*
- \* RV Sites \* Interior Gravel Roads \* Electricity \* Vacationing Sites \*

**EnerStar Power Corp is Offering this Land For Sale to the Public in a Competitive Bidding Platform,  
This Property Must Sell Regardless of Price.....Bid Live - ONLY!!!**

**HELP YOURSELF, DON'T LET THIS ONE PASS YOU BY, BUG-OUT/PREPPER PROPERTY,  
SURVIVALIST PROPERTY, HIDE-OUT PROPERTY, POSSESSION GIVEN AT CLOSING!!!**

**\*\* Tract #1 – 23.0 Acres m/l of land \*\*\*\*\* Tract #2 – 18.0 Acres m/l of land \*\***

**\*\* Tract #3 – 35.5 Acres m/l of land \*\*\*\*\* Tract #4 – 33.78 Acres m/l of land \*\***



### Property Information Packet For Seller:

EnerStar Power Corp.

### Property Location:

Section 34, Township 16N, Range 10W – Murdock Township  
Section 35, Township 16N, Range 10W – Newman Township  
Douglas County, Murdock, IL. 61941

**GPS Location – 39.799774, -88.046521**

### Real Estate Preview:

By Contacting David H. Shotts, Jr. Auctioneer/Agent, - Private Showing  
Or Anytime – By Foot Traffic - ONLY

### Sale Date & Time:

Saturday October 22, 2016 at 10:00AM (IL. Time)

### Sale Location:

Camargo Community Building,  
200 E Issacher Street,  
Camargo, IL. 61919

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

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

NAA IAAE 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"

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## Auctions, Appraisals & Realty, LLC



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**Office: 217.826.3333 • Cell: 812.243.1303**

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

Dear Prospective Bidder,

Thank you for your interest in the Saturday October 22, 2016 Auction of Real Estate consisting of 112.68 acres – offered in 4-Tracts which is located at Section 34, Township 16N, Range 10W, Murdock Township and Section 35, Township 16N, Range 10W, Newman Township, Douglas County, Murdock, IL. 61941. The GPS Location is 39.799774, -88.046521. This real estate can be viewed by contacting David H. Shotts, Jr., Auctioneer/Agent, 812-243-1303 for a private showing or anytime – by foot traffic - ONLY.

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 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 October 22, 2016 at 10:00 AM Sharp, (Illinois Time).

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.

**NOTE:** EnerStar Power Corp is Offering this Land For Sale to the Public in a Competitive Bidding Platform, This Property Must Sell Regardless of Price.....Bid Live ONLY!!!

Help Yourself, Don't Let This One Pass You By, Bug-Out/Prepper Property, Survivalist Property, Hide-Out Property, Possession Given At Closing!!

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**

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

**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 (if, surveying is required it could take closer to 60 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 **ABSOLUTE** (Must Sell Regardless of Price – Bid Live - ONLY) at Public Auction. The Real Estate will be sold "AS-IS, WHERE IS" with no warranties, expressed or implied and with no contingencies, 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 8:30am; 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 Driver's 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 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 (if, surveying is required it could take closer to 60 days or within 5 days of presentation of 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.

**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 the organization of Pheasants Forever has tenant rights until the day of the auction. Although, there are NO tenant rights in effect on the subject property for the farming rights for 2016 or 2017.

**Harvest of Crops / CRP:** There are NO crops to be harvested due to the property being in a CRP program for the past 15 years and being managed by Pheasants Forever. The seller has had the property in a CRP program for the past 15 years, which expires September 30, 2016.

**Survey:** The survey costs will be 100% expense to the buyer(s). The Seller(s) will have the final decision as to the need of any surveying and whom the surveyor will be.

**Real Estate Closing and Title Insurance:** The Title Insurance Commitment is available for viewing by contacting Douglas County Abstract Company, 110 E Sale St, Tuscola, IL 61953. If you have any questions about the Title Insurance Commitment, please contact Fran at 217-253-3214. The real estate closing will take place at the Edgar County Title Company, Julie Garver, Real Estate Closing Agent, 206 W. Washington Street, Paris, IL. 61944. If you have any questions regarding the closing, please contact Julie Garver at 217-465-5821. The High Bidder shall be obligated to close within 45 days or within 5 days of an insurable title (if, surveying is required it could take closer to 60 days or within 5 days of presentation of insurable title). The place of closing and transfer of title can take place at an alternate location as long as all parties are in agreement otherwise it will remain at the original location. If the buyer(s) are planning on paying cash at closing (no mortgage loan), then we can close this property by Friday September 23, 2016 as long as there is not any surveying required.

**Underlying Mineral Rights:** If the Seller(s) owns the mineral rights, then all mineral rights available will be transferred to the Buyer(s). Although, it appears that EnerStar Power Corp. does not own the coal, oil, gas and other minerals in and underlying the same, subject to all rights to be reserved by Old Ben Coal Company in connection therewith as hereinafter set forth.

**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 based on the most recent tax bill. The buyer(s) assume responsibility of real estate taxes payable thereafter.

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

**Property Showing:** Any potential buyer can view the property at any time by foot traffic – ONLY, ATV's Vehicles or any other motorized vehicles of any type will NOT be permitted on the property. Please be respectful of the adjacent landowner's privacy when viewing the property. 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. Please give me a 24 hour notice, if possible.

**Sale Location:** Camargo Community Building, 200 E. Issacher Street, Camargo, IL. 61941, ***WATCH FOR SIGNS!!!***

**Multi-Parcel Auction Method:** The properties will be offered in individual tracts, combination of tracts or as a whole and these can happen simultaneously during the auction while they are tracked on our software program. The audience of bidders will be able to view the bidding process on a big screen (like a power point presentation). The tracts of land will sell by the tract and not by the acre. The Auctioneer may use any dollar increments he feels is appropriate at his discretion and timing. For further information contact: David H. Shotts, Jr. at call 812-243-1303 or go to [www.ucmarshall.com](http://www.ucmarshall.com)

**Phase I & Phase II Environmental Site Assessment:** Since we are under contract with EnerStar Power Corp. to auction this property we have access and the ability to release information regarding the Phase I & Phase II Environmental Site Assessment of the CSTAR Station Site, Murdock, IL. This Environmental Site Assessment was conducted by R.W. Beck, Inc., William J. Mundt, P.G., Senior Scientist, Environmental Services, 1125 Seventeenth Street, Suite 1900, Denver Colorado 80202-2615. They can be reached at (Office) 303-299-5200. We actually have a copy of this environmental site assessment to include: Introduction and Executive Summary, Records Research, Site Visit, Sub-Surface Investigations and Analytical Results, Laboratory Analytical Results, Tiered Approach to Corrective Action, Conclusions and Recommendations, Limitations, Figures, Tables and Photographs and Appendices; (A) Legal Description of Property and Historical Photographs, (B) Environmental Disclosure Document from Old Ben Coal Company, (C) Inspection Report for Old Ben Coal Company Facility, (D) USEPA and IEPA Environmental Databases, (E) EDR Report and (F) Laboratory Data. This site assessment contains approximately 100 pages of materials of which upon request can be mailed or emailed for a nominal fee, plus shipping by contacting David H. Shotts, Jr. at 812-243-1303.

**Waiver of Damages from Subsidence:** Old Ben Coal Company in its conveyance to EnerStar will reserve all coal, oil, gas and other minerals in and underlying the real estate described in Section 1 herein, together with all rights, privileges and appurtenances in any way appertaining to or belonging to said mineral estate. In addition, the conveyance will provide that Old Ben Coal Company and EnerStar acknowledge that coal has heretofore been removed from beneath the surface of the Old Ben Coal Company property. The conveyance will set forth that EnerStar agrees that EnerStar shall have no right of action for damages on account of subsidence or other surface effects of the underground mining including, but not by limitation, damages to any buildings, improvements, structures, wells, tiles, watercourses, or growing crops, now or hereafter located upon said property resulting from past, present or future mining operations of Old Ben Coal Company or its predecessors or resulting from the removal of coal or other minerals or coal seam roof supports by Old Ben Coal Company or its predecessors, and that no such right of action shall ever accrue to or be asserted by EnerStar, its successors or assigns, the conveyance being expressly subject to all such damages, either past, present or future, and which condition shall constitute a covenant running with the land as against EnerStar, its successors and assigns, and all persons, firms or corporations holding under or through EnerStar, it being expressly understood that by acceptance of the conveyance EnerStar fully and completely waives and releases any and all such claims, actions, causes of actions, suits, damages, claims or demands whatsoever that now exist or that may hereafter exist or accrue as a result of such past, present or future mining operations of Old Ben Coal Company or its predecessors. Further, by acceptance of the conveyance, EnerStar, its successors and assigns agree to cooperate with Old Ben Coal Company as reasonably requested in connection with regulatory proceedings of the State of Illinois or the United States to correct any damage resulting from subsidence of the surface herein described or to correct any other surface effects resulting in any way from underground mining to the end that Old Ben Coal Company shall not be required by any such regulatory authority to correct any such damage or surface effects and EnerStar further by acceptance of the conveyance agrees for itself, its successors and assigns, to refrain from taking any action which might in any way initiate or further any such regulatory proceeding which might be instituted concerning Old Ben Coal Company and the property herein described.

**Terms:** The singular shall include the plural, the plural shall include the singular, and each gender shall include all other genders, as the context may require.

**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 of Illinois Law. 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 email 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.

**NOTE:** EnerStar Power Corp is Offering this Land For Sale to the Public in a Competitive Bidding Platform, This Property Must Sell Regardless of Price.....Bid Live ONLY!!!  
Help Yourself, Don't Let This One Pass You By, Bug-Out/Prepper Property, Survivalist Property, Hide-Out Property, Possession Given At Closing!!!

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).**



**United  
Country<sup>®</sup>**

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## Contract for Bid Acknowledgement and Receipt for Down Payment

Property Description: \_\_\_\_\_ Date: \_\_\_\_\_

Purchaser: Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

Day Time Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Bidder Number: \_\_\_\_\_ Property # Purchased \_\_\_\_\_ Tract(s) Purchased: \_\_\_\_\_

Bid Price: \$ \_\_\_\_\_

6% Buyer's Premium: \$ \_\_\_\_\_

Total Contract Price: \$ \_\_\_\_\_

10% Down Payment of Contract Price: \$ \_\_\_\_\_ cash, certified check, pre-approved check or credit card (MasterCard, Visa, American Express & Discover) with an additional 3% clerical fee for credit cards will be added to the down payment amount.

**By executing below, I acknowledge that I am the high bidder and execute this document as required by the Terms and Conditions. The provisions herein made do not vary in any respect from the representations clause of the Purchase and Sale Contract and Terms and Conditions Agreement. Bidder below acknowledges that although the property has been represented as sold, same is dependent upon whether the auction conducted is absolute or subject to Seller's confirmation. IN WITNESS WHEREOF, the parties hereto have signed this agreement as of the date set forth above.**

United Country – Auctions, Appraisals & Realty, LLC  
Member and/or Auctioneer/Agent

High Bidder(s) = Purchaser(s)

\_\_\_\_\_

X \_\_\_\_\_

Print Name: \_\_\_\_\_

X \_\_\_\_\_

Print Name: \_\_\_\_\_

X \_\_\_\_\_

Print Name: \_\_\_\_\_

X \_\_\_\_\_

Print Name: \_\_\_\_\_



## **SHOWING INSTRUCTIONS**

**Real Estate Preview:** Any potential buyer can view the property at any time by foot traffic – ONLY, ATV's & any type of motorized vehicles will NOT be permitted on the property. Please be respectful of the adjacent landowner's privacy & property when viewing the property. 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.

**Please Respect Adjacent Landowners Privacy & Property!!!**

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

**NOTE:** EnerStar Power Corp is Offering this Land For Sale to the Public in a Competitive Bidding Platform, This Property Must Sell Regardless of Price.....Bid Live ONLY!!!  
Help Yourself, Don't Let This One Pass You By, Bug-Out/Prepper Property, Survivalist Property, Hide-Out Property, Possession Given At Closing!!!

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

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

As a customer of our bank, we will honor/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 \$\_\_\_\_\_ **(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)** \_\_\_\_\_.

**NO STOP PAYMENTS WILL BE ISSUED.**

Sincerely,  
  
**(Loan Officer or Equivalent, Printed Name, Title, Signature & Contact Information)**

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

\_\_\_\_\_

**(Your Clients/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 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.

**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 prior to the date of the auction start time.** Please type or print ledgeably all information required and mail this form to: United Country – Auctions, Appraisals & Realty, LLC, 107B W. Trefz Drive, Marshall, ILL., 62441or 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 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.

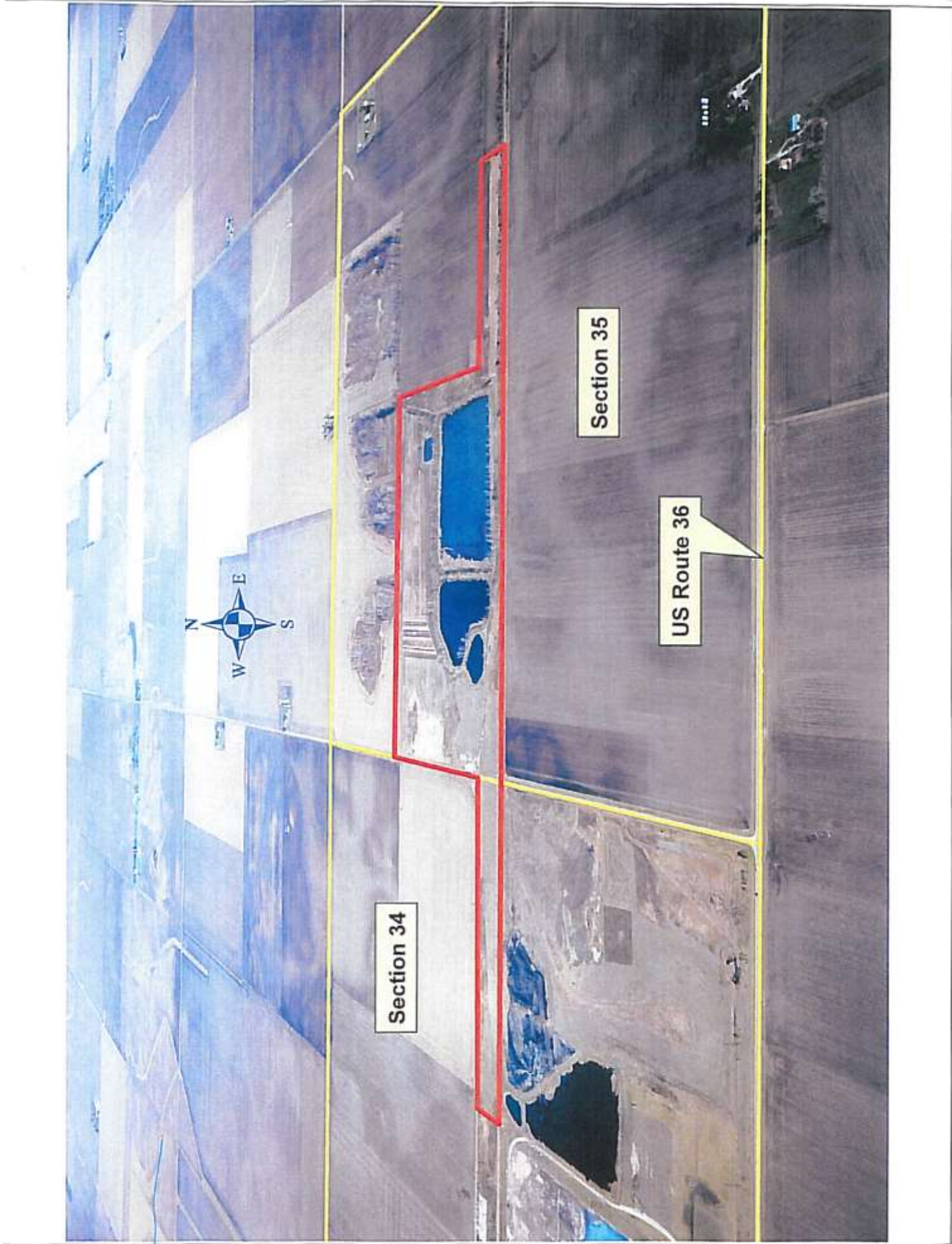
Item Description		Starting Bid	Maximum Bid
1)		\$	\$
2)		\$	\$
3)		\$	\$
4)		\$	\$
5)		\$	\$
6)		\$	\$

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)

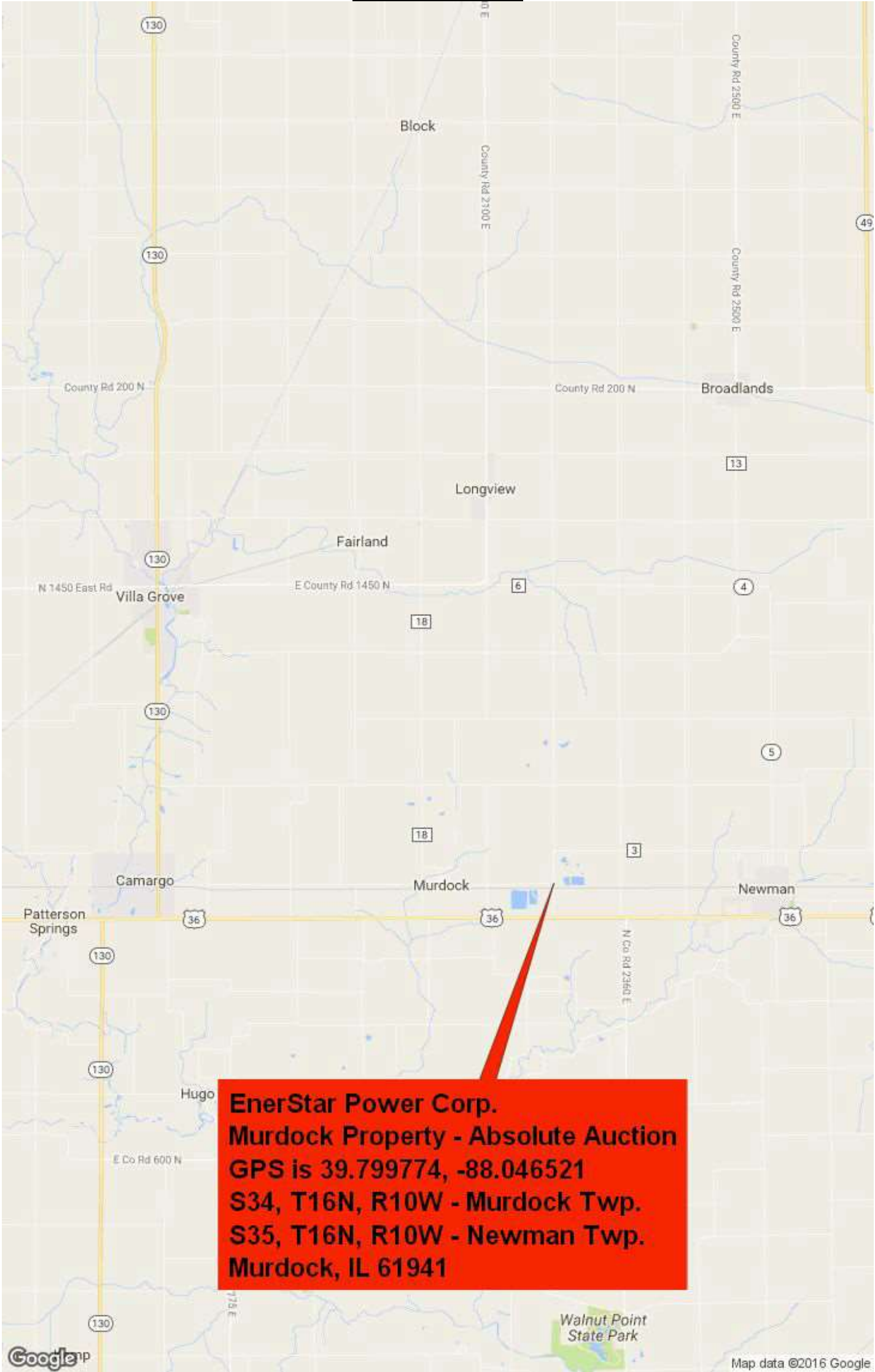
**AERIAL MAP**



**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**



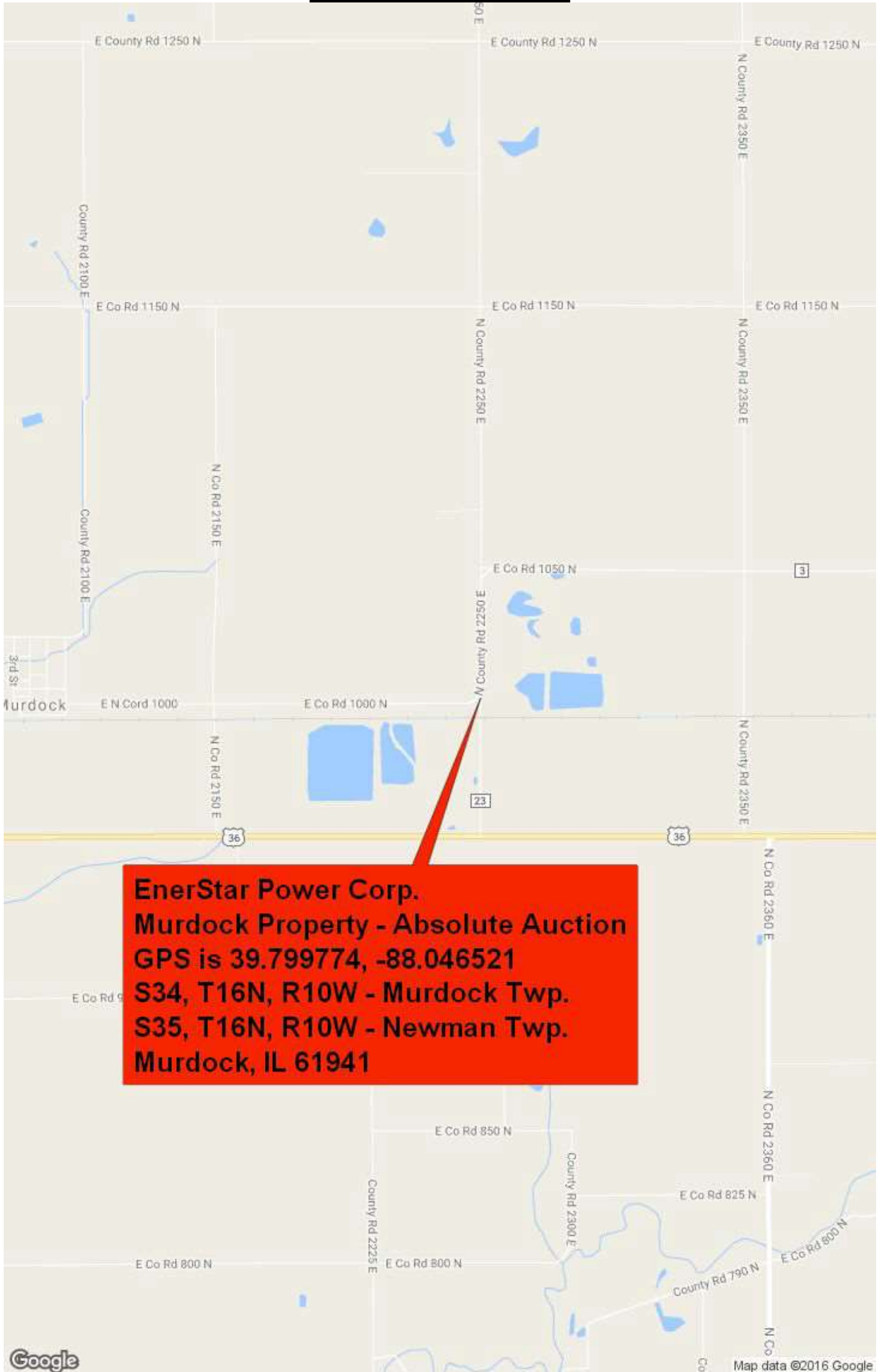
**NOTE:** All photos, maps, drawings, etc., are for illustration purposes *ONLY*; these should not be interpreted as to the replacement of the title insurance commitment pertaining to actual boundaries, easements, right-of-ways, etc.



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

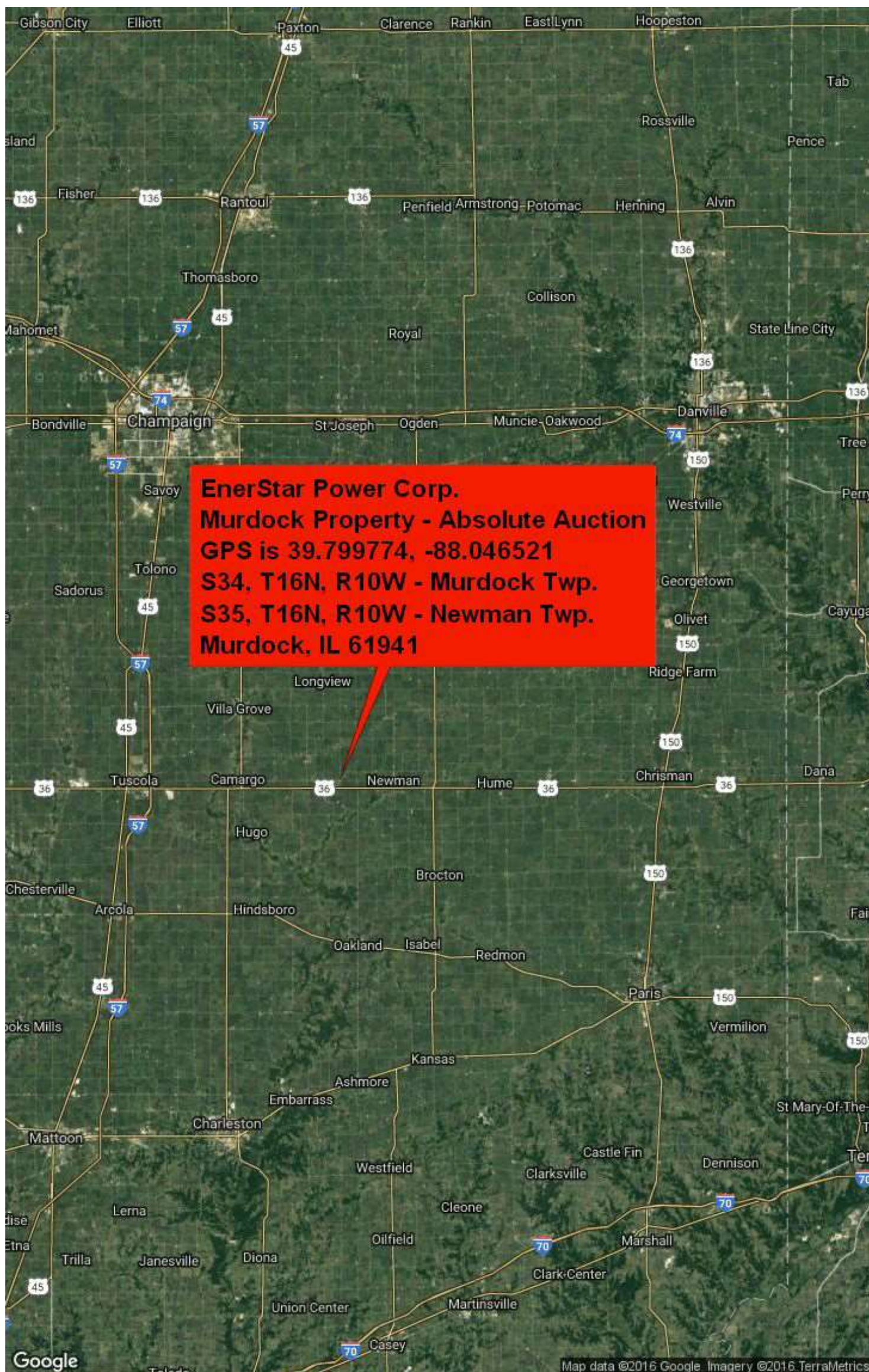


## LOCATION MAP



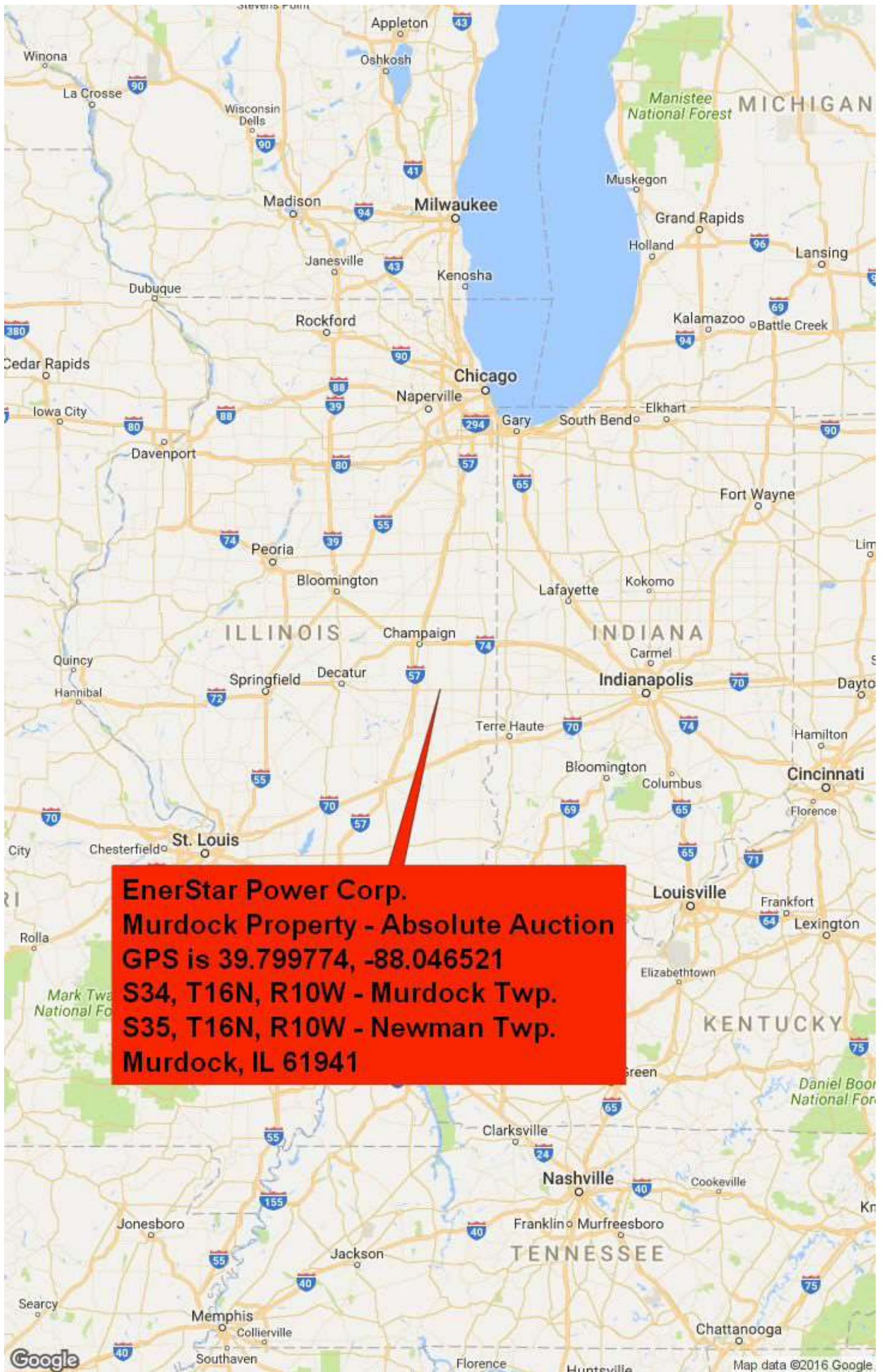
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**NOTE:** All photos, maps, drawings, etc., are for illustration purposes *ONLY*; these should not be interpreted as to the replacement of the title insurance commitment pertaining to actual boundaries, easements, right-of-ways, etc.



# FLOOD MAP



## FLOOD INFORMATION

Community: Douglas County

Property is NOT in a FEMA Special Flood Hazard Area

Map Number: 17041C0225D

Panel: 0225D

Zone: X

Map Date: 05-24-2011

FIPS: 17041

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.

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

USDA/ASCS  
Aerial Map



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

**USDA/ASCS**  
**156-EZ**

ILLINOIS DOUGLAS Form: FSA-156EZ See Page 2 for non-discriminatory Statements.	 <div>United States Department of Agriculture Farm Service Agency</div>	<b>FARM : 4226</b> Prepared : Aug 8, 2016 Crop Year : 2016
<b>Abbreviated 156 Farm Record</b>		

Operator Name : ENERSTAR POWER CORP									
Farms Associated with Operator : 17-041-4226									
CRP Contract Number(s) : 868, 871									
Farm Land Data									
Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
95.38	49.89	49.89	0.00	0.00	12.88	0.00	0.00	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag. Related Activity	
0.00	0.00	37.01	0.00		0.00	No	0.00	0.00	
Crop Election Choice									
ARC Individual			ARC County			Price Loss Coverage			
None			None			SOYBN			
DCP Crop Data									
Crop Name	Base Acres		CCC-505 CRP Reduction Acres		CTAP Yield	PLC Yield		HIP	
Soybeans	11.10		0.00		0	27			
TOTAL		11.10	0.00						
NOTES									
Tract Number : 3887									
Description : D12-3* SEC 35 T16N R10E									
BIA Unit Range Number :									
HEL Status : NHEL: No agricultural commodity planted on undetermined fields									
Wetland Status : Wetland determinations not complete									
WL Violations : None									
Owners : ENERSTAR POWER CORP									
Other Producers : None									
Tract Land Data									
Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane		
95.38	49.89	49.89	0.00	0.00	12.88	0.00	0.00		
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Related Activity			
0.00	0.00	37.01	0.00	0.00	0.00	0.00			
DCP Crop Data									
Crop Name	Base Acres		CCC-505 CRP Reduction Acres		CTAP Yield	PLC Yield			
Soybeans	11.10		0.00		0	27			
TOTAL		11.10	0.00						
NOTES									



# DESCRIPTION OF REAL ESTATE

**Physical & Short Legal Description:** The Real Estate sells at 10:00am (IL. Time). The property is located in Murdock & Newman Townships, Douglas County, Murdock, IL. 61941, with access from CR 2250/County Highway 23 and E CR 1000 N Township Road and a half mile north of U.S. Highway 36. **Short Legal Description:** East 11.68 acres, SE (N of RR), S 34, T 16N, R 10W, Murdock Township and Part of S1/2 NW & W 21.0 acres SW & SE (N of RR) 40 acres, S 35, T 16N, R 10W and Part of S1/2 NW & W 21 acres SW & SE (N of RR) 61.0 acres, Newman Township, County of Douglas, Village of Murdock, State of Illinois, Parcel #06-04-34-400-008, 07-04-35-100-006 & 07-04-35-100-007.

**Description:** The real estate is located on and access to CR 2250<sup>th</sup> Road and County Highway 23 in Section 34, Township 16N, Range 10W, Murdock Township and Section 35, Township 16N, Range 10W, Newman Township, Douglas County, Murdock, IL. 61941. The property boasts 112.68 acres m/l in total of which 37.01 acres m/l of Cropland NHEL, 12.88 acres m/l, Previously in CRP, which expired this year on September 30, 2016. There is a total of 28.58 acres m/l consisting of 3) Ponds & 1) Lake. The balance consisting of 34.21 acres m/l of other farm land (grass land, gravel drive-ways, gravel lot by pole type building and grass water-ways). Also, there is a pole type building which measures 44' x 60' (2,640 Sq. Ft.) and was built in 1985. The pole type building has 1) service door and 2) steel sided sliding doors and the floor is gravel. The building is wired for lights and outlets, although there was no electricity to the building upon my inspection. The breakdown of the acreages for the land was taken from the USDA/FSA, Supervisor of Assessments for Douglas County, IL., and other sources deemed to be reliable. The soil types that are evident on the property are 69A – Milford Silty Clay Loam, 0 to 2 percent slopes; M-W – Miscellaneous Water; 722A – Drummer-Milford Silty Clay Loams, 0 to 2 percent slopes; 809F – Orthents, Loamy-Skeletal, Acid, Steep; 802D – Orthents, Loamy, Undulating; 198A – Elburn Silt Loam, 0 to 2 percent slopes; 149A – Brenton Silt Loam, 0 to 2 percent slopes; 481A – Raub Silt Loam, 0 to 2 percent slopes & 375A – Rutland Silt Loam, 0 to 2 percent slopes (soils map available in this packet). This property has a limited selection of mature timber. There is an older established electrical lines & poles on Tracts #2, #3 & #4, although it is disconnected from the transformer at the present time. The property/tracts are accessible from CR 2250<sup>th</sup> Road/County Highway 23 on the west side of the property. The CSXT Rail Road borders the property along the south side. Also, Ameren CIPS has a 69KV transmission line along the rail road tracks and they have a substation located along the west end of the narrow strip of land that extends west on Tract #3. Also, there are natural gas transmission lines that run east & west approximately ¾ of a mile south of the property, which is about a ¼ miles south of U.S. Highway 36. Also, there is a 345 KV transmission line that runs north & south approximately 1 ½ miles east of the property along CR 2450<sup>th</sup> Road. In recent years there was a proposed natural gas line being run to the property and there was a proposed 138KV transmission line and a 345 KV double circuit line ran to the property along the rail road tracks. Although none of the proposals ever took place.

**NOTE: Exhibit (A)** is a strip of land 30' feet wide m/l that will give access to tracts #2 & #4 thru Tract #3 from CR 2250<sup>th</sup> Road/County Highway 23. Exhibit "A" contains a total of 2.40 acres m/l. Each individual tract (Tracts #2, #3 & #4) will include a 1/3 undivided deeded interest of ownership in this previously described portion of land (Included in this PIP for Tract Map Layout & Aerial Map – Exhibit "A"), so each tract (Tracts #2, #3 & #4) will have an additional 0.80 acres m/l added to that tract for the auction.

**Exhibit A:** This is a portion of land (total of 2.40 acres m/l) that will be deeded to the successful buyer(s) of Tracts #2, #3 & #4 as a 1/3 undivided deeded interest of ownership per tract purchased.

**Example #1:** If a buyer purchases Tract #2 (Only), that buyer will be deeded an undivided 1/3 interest in Exhibit "A". So, an additional 0.80 acres m/l will be added to the total acreage of Tract #2 (total of 18.80 acres m/l).

**Example #2:** If a buyer purchases tracts #2 & #4, that buyer will be deeded an undivided 1/3 interest per tract which equals 2/3 interest in Exhibit "A". So, an additional 1.60 acres m/l will be added to the total acreage of Tracts #2 & #4 (total of 53.38 acres m/l).

**Example #3:** If a buyer purchases all 3 tracts (Tracts #2, #3 & #4), that buyer will receive a 1/3 undivided deeded interest per tract which equals 3/3 (100%) undivided deeded interest in Exhibit "A". So, an additional 2.4 acres m/l will be added to the total acreage of Tracts #2, #3 & #4 (total of 89.68 acres m/l).

**NOTE:** EnerStar Power Corp is Offering this Land For Sale to the Public in a Competitive Bidding Platform, This Property Must Sell Regardless of Price.....Bid Live ONLY!!!  
Help Yourself, Don't Let This One Pass You By, Bug-Out/Prepper Property, Survivalist Property, Hide-Out Property, Possession Given At Closing!!!

# **DESCRIPTION OF INDIVIDUAL TRACTS**

**Tract #1:** This tract consists of 23.0 acres m/l in total which includes cropland, several established 6'-10' Pine Trees (along north side of the tract), old CRP land (along the north side and south side of this tract) and road R.O.W. The land that was in CRP ended this year on September 30, 2016. This tract is accessible from CR 2250th Road/County Highway 23 on the west side of the property. Also, there is electricity available along CR 2250th Road/County Highway 23 on the west side of the property.

**Tract #2:** This tract consists of 18.0 acres m/l in total which includes cropland, several established 6'-10' Pine Trees (along north side of the tract) and old CRP land (along the north side and south side of this tract). The land that was in CRP ended this year on September 30, 2016. Also, there is a small pond (0.67 acres m/l) located in the southeast corner of this tract. This tract is accessible from CR 2250th Road/County Highway 23 by means of Exhibit "A" in which the buyer will have an undivided interest of ownership (in reference to Exhibit "A" above, see examples).

**Tract #3:** This tract consists of 35.50 acres m/l in total which includes a large gravel lot, other farm land, 2) ponds (1<sup>st</sup> pond equals 1.60 acres m/l and the 2<sup>nd</sup> pond equals 7.35 acres m/l) which are located on the east side of Tract #3 and road R.O.W. There are existing gravel roads around the ponds. Also, this tract includes the pole type building which measures 44' x 60' (2,640 Sq. Ft.) and was built in 1985. The pole type building has 1) service door and 2) steel sided sliding doors and the floor is gravel. The building is wired for lights and outlets, although there was no electricity to the building upon my inspection. Also, this tract includes a narrow strip of land (11.68 acres m/l) which is situated west of the pole type building. The CXST Rail Road borders this tract on the south side. This tract is accessible from CR 2250th Road/County Highway 23 and 1000<sup>th</sup> N Road, also the buyer of this tract will have interest in Exhibit "A" (in reference to Exhibit "A" above, see examples).

**Tract #4:** This tract consists of 33.78 acres m/l in total which includes other farm land, 1) lake (lake equals 18.96 acres m/l) which is located in the center of Tract #4 and road R.O.W. Also, this tract includes a narrow strip of land (6.91 acres m/l) which is situated at the southeast corner of Tract #4. The CXST Rail Road borders this tract on the south side. This tract is accessible from CR 2250th Road/County Highway 23 by means of Exhibit "A" in which the buyer will have an undivided interest of ownership (in reference to Exhibit "A" above, see examples).

**NOTE:** The Owner(s) are dividing this land in accordance with the State of Illinois Plat Act.

**NOTE:** For the purposes of the auction we will be using the records from the USDA/FSA Office for the cropland acres. The total acres per tract for the auction will be as the "Tract Map" shows. The total acres for the purpose of the auction is 112.68 acres m/l.

**Terms:** The Auctioneer may use any dollar increment during the bidding process he feels is appropriate. 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:** EnerStar Power Corp is Offering this Land For Sale to the Public in a Competitive Bidding Platform, This Property Must Sell Regardless of Price.....Bid Live ONLY!!!  
Help Yourself, Don't Let This One Pass You By, Bug-Out/Prepper Property, Survivalist Property, Hide-Out Property, Possession Given At Closing!!!

# TRACT MAP





## PHOTO SECTION



**View of the Pole Type Building looking towards the northeast on Tract #3**



**View from the east end towards the northeast corner of Tract #2  
looking west across Tract #2 & #1 towards N CR 2250<sup>th</sup> Road**



**View from the west side of Tract #3 looking east down the RR tracks**





**View from north of the smaller pond on Tract #3 looking southwest towards the Pole Type Building**



**View of boat ramp on the lake along the north side looking south on Tract #4**



**View of the Douglas County, IL. Pheasants Forever sign located on the Property. The Club groomed and maintained the property for over 13 years.**





**View of Blackberry Briar Bushes, I witnessed an over abundance of these all over the property on each tract and they were delicious.**



**View from N 2250<sup>th</sup> Road looking east from Tract #1 towards Tract #2. Notice all the pine trees along the north side of Tract #1 and they run all the way east.**



**Another View from the northwest corner of Tract #1 looking east at the pine trees.**





**View of gravel lane along south side of the lake on Tract #4 and the ponds on Tract #3, looking west. Notice the electrical poles and line on the left side of picture.**



**Looking across the lake on Tract #4.**



**View of field looking towards the northeast corner of Tract #2**

**NOTE:** All photos', drawings, sketches, maps, etc. are for illustration purposes ONLY.





**I had to enter this beautiful picture of the sunset.**



**Here is another one!!**



**We took pictures of some 12-15 deer on & around the edge of the Murdock Property.**  
**NOTE:** All photos', drawings, sketches, maps, etc. are for illustration purposes ONLY.





## PROPERTY RECORD RESIDENTIAL — RURAL

[illegible]

Douglas County

Parcel 07-04-35-100-006

Parcel Information		Owner(s)
Parcel Year	2016	ENERSTAR POWER CORP
Parcel Number	07-04-35-100-006	11597 IL HWY 1
Tax Code	NE002	PARIS, IL 61944
Township	NEWMAN	
Property Class	0021 Farmland	
Legal Description(s)		
S35 T16 R10		
PART OF S1/2 NW & W 21AC SW & SE N OF RR		

Assessments (Prior Year and Current)

Assessment Level	Non-Farm Land	Non-Farm Building	Non-Farm Mineral	Farm Land	Farm Building	Total Value
Prior Year Equalized	0	0	0	8,891	0	\$8,891
Township Assessor	0	0	0	9,466	0	\$9,466

Farmland Records

Land Type	Soil Type	S/E Code	Flood Rdct.	Acres	PI	S/E Fctr.	Flood Fctr.	Adj. PI	Cert. Rate	Type Fctr.	EAV/Ac.	Debase/ Acre	Final EAV/Ac.	EAV
CROPLAND														
	149A		0%	2.04	125	1.00	1.00	125	522.88	1.0000	522.88	0.00	522.88	1,067.00
	198A		0%	1.87	127	1.00	1.00	127	621.63	1.0000	621.63	0.00	621.63	1,162.00
	375A		0%	.09	118	1.00	1.00	118	317.60	1.0000	317.60	0.00	317.60	29.00
	69A		0%	10.29	113	1.00	1.00	113	261.65	1.0000	261.65	0.00	261.65	2,692.00
	722A		0%	9.28	121	1.00	1.00	121	394.19	1.0000	394.19	0.00	394.19	3,658.00
Total for: CROPLAND				23.57										8,608.00
DRAINAGE														
			0%	40.00			1.00					0.25	1.58	-63.00
Total for: DRAINAGE				40.00										-63.00
NON AGRICULTURAL														
	198A		0%	.01	0	0.00	1.00	0	0.00	0.0000	0.00	0.00	0.00	0.00
	69A		0%	.31	0	0.00	1.00	0	0.00	0.0000	0.00	0.00	0.00	0.00
	722A		0%	.40	0	0.00	1.00	0	0.00	0.0000	0.00	0.00	0.00	0.00
Total for: NON AGRICULTURAL				.72										0.00



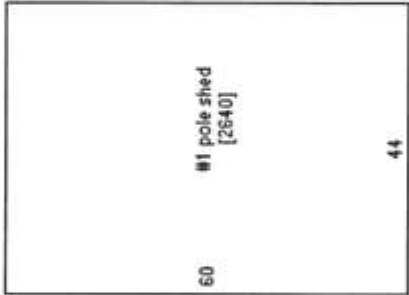
Farmland Valuation Card  
Douglas County  
Parcel 07-04-35-100-006

Land Type	Soil Type	S/E Code	Flood Rdct.	Acres	PI	S/E Fctr.	Flood Fctr.	Adj. PI	Cert. Rate	Type Fctr.	EAV/Ac.	Debase/Acre	Final EAV/Ac.	EAV
OTHER FARMLAND														
	149A		0%	1.49	125	1.00	1.00	125	522.88	0.1667	87.16	0.00	87.16	130.00
	198A		0%	.37	127	1.00	1.00	127	621.63	0.1667	103.63	0.00	103.63	38.00
	375A		0%	.46	118	1.00	1.00	118	317.60	0.1667	52.94	0.00	52.94	24.00
	69A		0%	6.19	113	1.00	1.00	113	261.65	0.1667	43.62	0.00	43.62	270.00
	722A		0%	6.96	121	1.00	1.00	121	394.19	0.1667	65.71	0.00	65.71	457.00
	802D		0%	.24	0	1.00	1.00	0	17.48	0.1667	8.74	0.00	8.74	2.00
Total for: OTHER FARMLAND				15.71										921.00
Total Acres				40.0000										\$9,466

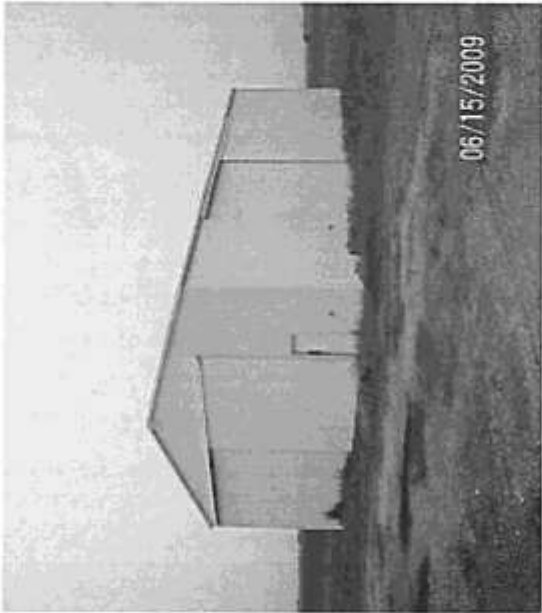
Summary Totals

Land Type	Acres	EAV
CROPLAND	23.5700	8,608.00
DRAINAGE	0.0000	-63.00
NON AGRICULTURAL	0.7200	0.00
OTHER FARMLAND	15.7100	921.00
Total Acres	40.0000	Total Farmland Value \$9,466

PROPERTY RECORD RESIDENTIAL — RURAL												
LEGAL DESCRIPTION: S35 T16 R10 Part of S½ NW & W 21Ac SW & SE N of RR  61Ac  Property Address			TOWNSHIP		Property Class	TAX CODE	PARCEL NUMBER					
			NEWMAN									
			RECORD OF OWNERSHIP		DATE		DEED STAMPS		INDICATED PRICE			
			EnerStar Power Corp				570/105					
			MEMO									
			2009: Split 100-004 to 100-006 & 007 (Split because Part of the parcel was Commercial & Part was being Farmed)									
BUILDING PERMIT RECORD												
Date		Number		Amount		Yr. Asses		N/C		P/U Year		
SUMMARY OF ASSESSED VALUES												
YEAR		20		20		20		20		20		
HOMESITE		Asmt. Level		Assessed Value		Asmt. Level		Assessed Value		Asmt. Level		
LAND												
DWELLING												
FARM BLDG												
TOTAL												
YEAR		20		20		20		20		20		
HOMESITE		Asmt. Level		Assessed Value		Asmt. Level		Assessed Value		Asmt. Level		
LAND												
DWELLING												
FARM BLDG												
TOTAL												
YEAR		20		20		20		20		20		
HOMESITE		Asmt. Level		Assessed Value		Asmt. Level		Assessed Value		Asmt. Level		
LAND												
DWELLING												
FARM BLDG												
TOTAL												
YEAR		20		20		20		20		20		
HOMESITE		Asmt. Level		Assessed Value		Asmt. Level		Assessed Value		Asmt. Level		
LAND												
DWELLING												
FARM BLDG												
TOTAL												
LAND COMPUTATION												
Unit		Depth		Unit Value		D Fac		Infl. Fac.		Full Value		



'97 REMOVED SCALE HOUSE & SCALES



Sketch 1 of 1



# **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 auction for EnerStar Power Corp. on October 22, 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 areas. 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:** There is not any drinking water located on this property. It is the assumption of the auctioneer and seller(s) that **if**, there was an adequate supply of water it would be safe, lead-free drinking water. Although at the recommendation of the auctioneer and seller(s) that any or all private water well systems should always be tested by the County Health Department.

**Sanitary Waste Disposal:** There is **NO** Sanitary waste disposal system for this property.

**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. As far as the auctioneer and the sellers can tell by the Phase I & Phase II Environmental Site Assessment there may not be any soil contaminants at the present time.

**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. As far as the auctioneer and the sellers can tell by the Phase I & Phase II Environmental Site Assessment there may not be any radon at the present time.

**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. As far as the auctioneer and the sellers can tell by the Phase I & Phase II Environmental Site Assessment there are not supposed to be any UST’s at the present time.

**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 not built prior to 1978 the possibility of lead paint may not 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:** The improvements located on this property were not built prior to 1978. If there were any improvements constructed prior to 1978 when lead paint was a common building material, then the possibility of lead-based paint contamination may 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 property inspection to be conducted. The buyer will be required to sign a disclosure waiver for lead paint, radon, mold 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.

# AD VALOREM TAXES / ZONING

**Permanent Tax Numbers:**

Parcel # 06-04-34-400-008 - Murdock Township, Douglas County, Murdock, Illinois, 61941.  
Parcel # 07-04-35-100-006 - Newman Township, Douglas County, Murdock, Illinois, 61941.  
Parcel # 07-04-35-100-007 - Newman Township, Douglas County, Murdock, Illinois, 61941.

**Zoning:**

NO Zoning

**Taxes:**

Parcel # 06-04-34-400-008 - \$196.28 per year (2015 Tax Year) – NO Exemptions.  
Parcel # 07-04-35-100-006 – \$727.56 per year (2015 Tax Year) – NO Exemptions.  
Parcel # 07-04-35-100-007 - \$1,130.58 per year (2015 Tax Year) – NO Exemptions.

Information provided by the Douglas County Supervisor of Assessments Office.

**FOR MORE INFORMATION ON AD VALOREM TAX MATTERS, COUNTY HIGHWAY, HEALTH DEPT. and ELECTRICITY - YOU MAY CONTACT THE FOLLOWING:**

Douglas County Supervisor of Assessments Office – Rena Cain - 217-253-3031

Douglas County Treasure Office – Bobbi Murray - 217-253-4011

Douglas County Engineer of Highways Office – Jim Crane - 217-253-2113

Douglas County Clerk Office – Judi Pollock - 217-253-2411

Douglas County Health Department Office – Amanda Minor - 217-253-4137

Ameren CIPS Office – Residential – 800-755-5000 or Business 800-232-2477

**NOTE: EnerStar Power Corp is Offering this Land For Sale to the Public in a Competitive Bidding Platform, This Property Must Sell Regardless of Price...Bid Live ONLY!!! Help Yourself, Don't Let This One Pass You By, Bug-Out/Prepper Property, Survivalist Property, Hide-Out Property, Possession Given At Closing!!!**

# DEED

COPY

DEED

221692

The Grantor, **Old Ben Coal Company**, a Delaware corporation, authorized to do business in the State of Illinois, whose address is P. O. Box 369, Coulterville, Illinois 62237, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, DOES HEREBY GRANT, BARGAIN, SELL AND CONVEY to **Edgar Electric Co-operative Association, dba EnerStar Power Corp.**, an Illinois not-for-profit corporation, whose address is 11597 IL Hwy 1, Paris, Illinois 61944, the following described real estate, to-wit:



**The Surface Only of the Following Described Property:**

Township 16 North, Range 10 East of the 3<sup>rd</sup> P.M.

Section 35:

All that part of the West Half of the Southwest Quarter lying North of the right-of-way of the Baltimore and Ohio Railroad Company.

The Southwest Quarter of the Northwest Quarter.

All that part of the West Half of the Southeast Quarter and all that part of the East Half of the Southwest Quarter, lying North of the right-of-way of the Baltimore and Ohio Railroad Company.

The Southeast Quarter of the Northwest Quarter.

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Section 34:

All that part of the East Half of the Southeast Quarter, lying North of the right of way of the Baltimore and Ohio Railroad Company, Containing 7 acres, more or less.

All that part of the Northwest Quarter of the Southeast Quarter. Lying North of the right-of-way of the Baltimore and Ohio Railroad Company, EXCEPT the West Five Hundred And Twenty Five Feet (525') of that part of the Northwest Quarter of the Southeast Quarter of Section 34, in Township 16 North, Range 10 East of the 3<sup>rd</sup> P.M., which lies North of the North right-of-way of the Baltimore and Ohio Railroad Company.

SUBJECT, however, to all existing restrictions, reservations, easements, encumbrances, conditions, covenants, leases, rights of parties in possession, zoning ordinances, and all taxes, levies and assessments imposed by any governmental agency, situated in the County of Douglas and State of Illinois.

In the event there are any buildings, structures, fences or other improvements upon the premises conveyed, or any personal property situated thereon, all such property is sold "AS IS-WHERE IS" and Grantor MAKES NO, AND DISCLAIMS ANY, REPRESENTATION OR WARRANTY, WHETHER EXPRESSED OR IMPLIED.

Grantee acknowledges that Grantor has heretofore mined and removed all coal underlying the premises being conveyed. No right of action for damages on account of subsidence or other surface effects of underground coal mining, including, but not by limitation, damages to any buildings, improvements, structures, wells fences field tiles, watercourses or growing crops, now or hereafter located upon said property resulting from past, present or future coal mining operations of Old Ben Coal Company, or its predecessors, or resulting from the removal of coal and other minerals mixed with coal or coal seam roof support by Old Ben Coal Company, or its predecessors, shall ever accrue to be asserted by the Grantee herein, its successors or assigns, this conveyance being expressly subject to all such damages, either

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past, present or future, and which condition shall constitute a covenant running with the land as against the said Grantee, its successors or assigns, it being expressly understood that by acceptance of this conveyance the Grantee herein fully and completely waives and releases any and all claims, actions, causes of action, suits, damages, claims or demands whatsoever that now exist or that may hereafter exist or accrue as a result of such past, present or future coal mining operations.

In addition, by acceptance of this conveyance, the Grantee, its successors or assigns, agree to cooperate with the Grantor as reasonably requested in connection with regulatory proceedings of the State of Illinois or the United States to correct any damage resulting from subsidence of the surface herein described or to correct any other surface effects resulting in any way from underground coal mining to the end that the Grantor shall not be required by any such regulatory authority to correct any such damage or surface effects and the Grantee further by acceptance of this conveyance agrees for itself, its successors and assigns, to refrain from taking any action which might in any way initiate or further any such regulatory proceeding which might be instituted concerning the Grantor and the real estate herein described.

This deed is made, executed and delivered pursuant to a resolution duly adopted at a meeting of the Board of Directors of said corporation.

IN TESTIMONY WHEREOF, said Grantor corporation has caused these presents to be signed by its President, attested by the Secretary and its corporate seal to be hereto affixed this

20 day of June, 2000.

OLD BEN COAL COMPANY

By: Kentland D. Holcomb  
Kentland Holcomb  
Its: President

ATTEST:

By: [Signature]  
Its Secretary

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MAIL FUTURE TAX STATEMENTS TO:

Edgar Electric Co-operative Association  
dba EnerStar Power Corp.  
11597 IL Hwy 1  
P. O. Box 190  
Paris, IL 61944

STATE OF Indiana )  
 ) (SS  
COUNTY OF Knox )

I, Janelyn Sparger a Notary Public in and for the State and County aforesaid, do hereby certify that Kentland Holcomb, personally known to me to be the President of Old Ben Coal Company, a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President, he signed and delivered the said instrument as President of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 20 day of June, 2000

Janelyn Sparger  
Notary Public



My Commission Expires:

01/09/01

This Instrument Prepared By:

Gary L. Colley  
Gary L. Colley, Attorney  
Addington Corporate Center  
2000 Ashland Drive  
Ashland, Kentucky 41101

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FILED For Record JUL 11 2000  
At 12:10 P M. James R. Ingram Recorder  
Book 570 Page 105



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.

The Surface Only of the Following Described Property: Township 16 North, Range 10 East of the 3<sup>rd</sup> P.M.

Section 35:

All that part of the West Half of the Southwest Quarter lying North of the right-of-way of the Baltimore and Ohio Railroad Company.  
The Southwest Quarter of the Northwest Quarter.

All that part of the West Half of the Southeast Quarter and all that part of the East Half of the Southwest Quarter, lying North of the right-of-way of the Baltimore and Ohio Railroad Company.

The Southeast Quarter of the Northwest Quarter.

Section 34:

All that part of the East Half of the Southeast Quarter, lying North of the right-of-way of the Baltimore and Ohio Railroad Company, containing 7 acres, more or less.

All that part of the Northwest Quarter of the Southeast Quarter, lying North of the right-of-way of the Baltimore and Ohio Railroad Company, EXCEPT the West Five Hundred And Twenty Five Feet (525’) of that part of the Northwest Quarter of the Southeast Quarter of Section 34, in Township North, Range Ten East of the 3<sup>rd</sup> P.M., which lies North of the North right-of-way of the Baltimore and Ohio Railroad Company.

SUBJECT, however, to all existing restrictions, reservations, easements, encumbrances, conditions, covenants, leases, rights of parties in possession, zoning ordinances, and all taxes, levies and assessments imposed by any government agency, situated in the County of Douglas and State of Illinois.

This property includes all Seller(s) rights and privileges, as well as any existing restrictions, reservations, 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.

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

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

3. 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. All shrubbery, trees, and plants in the ground, and
- viii. 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.

4. ITEMS EXCLUDED FROM THE SALE

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

5. 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.

6. 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, Julie Garver, Real Estate Closing Agent, 206 W. Washington Street, Paris, IL. 61944\_\_\_\_\_. The Buyer(s) 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. Also, The Seller(s) 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 returned, as same represent liquidated damages, except the amount of the buyer's premium in which the Auctioneer receives per the terms and conditions. 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 Buyer(s) has committed to the Seller(s). The parties hereto agree that it represents a fair, equitable and negotiated resolution to the Buyer(s) legitimate claim of default, and not a penalty as per the terms and conditions set forth in the Auction.

7. PURCHASE PRICE

The Purchase Price is (Line C – Below):  
\$ \_\_\_\_\_ ( \_\_\_\_\_ )Dollars, U.S.

8. 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)

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

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

**9. 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.

**10. 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.

**11. 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.

**12. ILLINOIS STATE TRANSFER TAX**

The Seller agrees to pay ”Illinois State Real Property Transfer Tax” as set by law.

**13. 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

**14. 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, Julie Garver, Real Estate Closing Agent, 206 W. Washington Street, Paris, IL. 61944\_\_. 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 it could take longer to close).

**15. POSSESSION**

The Purchaser(s) shall be granted possession of the property at closing, provided transfer of title has occurred. At this time there are NO tenant rights in affect and the buyer(s) take possession of the farmland immediately following the closing and the transfer of title.

**16. 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, Julie Garver, Real Estate Closing Agent, 206 W. Washington Street, Paris, IL. 61944\_\_\_\_\_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 the Seller(s) and Buyer(s) agree to pay the full BUYER’S PREMIUM to United Country – Auctions, Appraisals & Realty, LLC. All resale expenses, and any interest due to the Seller(s) from the Buyer(s) will be the property of the Seller(s).

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

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



17. 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.

18. ENTIRE AGREEMENT

There are no representations made outside of the four corners of this contract, and the provisions hereinmade 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.

19. 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.

20. 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 a credit will be given to the buyer(s), based on the most recent tax statement. This way the buyer(s) will receive the tax bill in 2017 for 2016 and they will be responsible for the entire amount, since the seller(s) credited them the pro-rated amount at the closing. The buyer(s) assume responsibility of real estate taxes payable thereafter. The real estate taxes for the entire property as a whole are \$2,054.42 per year based on the 2015 tax year, with no exemptions.
- B. **Tenant Rights:** At the present time there are NO tenant rights in effect on the subject property for the farming or hunting rights or any other rights.
- C. **Survey:** The survey costs will be 100% expense to the buyer(s). The Seller(s) will have the final decision as to the need of any surveying and whom the surveyor will be.
- E. **Underlying Mineral Rights:** If the Seller(s) owns the mineral rights, then all mineral rights available will be transferred to the Buyer(s). Although, it appears that EnerStar Power Corp. does not own the coal, oil, gas and other minerals in and underlying the same, subject to all rights to be reserved by Old Ben in connection therewith as hereinafter set forth.
- F. **Possession:** Seller(s) will grant possession of the property at closing.

21. THE BUYER(s) & SELLER(s) AGREES TO PAY UNITED COUNTRY – AUCTIONS, APPRAISALS & REALTY, LLC  
A BUYER’S PREMIUM OF:

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

22. 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 Title Insurance Company’s commitments or comparable coverage for title insurance which are hereby incorporated herein by this reference.

SELLER INITIALS: \_\_\_\_\_ HIGH BIDDER INITIALS: \_\_\_\_\_.

**23. EVIDENCE OF TITLE**

- A. Not less than fifteen (5) 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 set forth in Paragraphs 10 & 22 of this agreement, 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 and in paragraphs 10 & 22 hereof.

**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 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 survey costs will be 100% expense to the buyer(s). The Seller(s) will have the final decision as to the need of any surveying and whom the surveyor will be.

**27. UNDERLYING MINERAL RIGHTS**

If the Seller(s) owns the mineral rights, then all mineral rights available will be transferred to the Buyer(s). Although, it appears that EnerStar Power Corp. does not own the coal, oil, gas and other minerals in and underlying the same, subject to all rights to be reserved by Old Ben in connection therewith as hereinafter set forth.

**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 transaction.

**SELLER INITIALS:**

**HIGH BIDDER INITIALS:**

**30. PHYSICAL CONDITION OF PROPERTY**

- EnerStar makes no representation or warranty whatsoever as the physical condition of the property to be conveyed to the buyer(s). The buyer(s) acknowledges that they the buyer(s):
- A. have entered into this agreement upon the basis of its own investigation of the physical condition of the real property, including subsurface conditions, and has inspected the real property and is thoroughly familiar with its conditions; and,
  - B. is acquiring the real property in a “WHERE IS - AS IS” condition on the date of closing and acknowledges and agrees that EnerStar has not made and does not hereby make any representations, warranties or covenants of any kind or character whatsoever with respect to the physical condition of the real property, whether expressed or implied, and the buyer(s) assumes the risk that adverse physical conditions may not have been revealed by its investigation; and,
  - C. with respect to the physical condition of the real property, is not relying upon any warranties, promises, guarantees or representations made by EnerStar or anyone acting or claiming to act on behalf of EnerStar in purchasing the property.

**31. WAIVER OF DAMAGES FROM SUBSIDENCE**

EnerStar acknowledges that the previous owner (Old Ben Coal Company) reserved all coal, oil, gas and other minerals in and underlying the real estate described in Section 2 herein, together with all rights, privileges and appurtenances in any way appertaining to or belonging to said mineral estate. In addition, the conveyance will provide that EnerStar and/or any future buyer(s) acknowledge that coal has heretofore been removed from beneath the surface of the real estate described in Section 2. The conveyance will set forth that EnerStar and/or any future buyer(s) agrees that EnerStar and/or any future buyer(s) shall have no right of action for damages on account of subsidence or other surface effects of the underground mining including, but not by limitation, damages to any buildings, improvements, structures, wells, tiles, watercourses, or growing crops, now or hereafter located upon said property resulting from past, present or future mining operations of Old Ben Coal Company or its predecessors or resulting from the removal of coal or other minerals or coal seam roof supports by Old Ben Coal Company or its predecessors, and that no such right of action shall ever accrue to or be asserted by EnerStar and/or any future buyer(s), its successors or assigns, the conveyance being expressly subject to all such damages, either past, present or future, and which condition shall constitute a covenant running with the land as against EnerStar and any future buyer(s), it successors and assigns, and all persons, firms or corporations holding under or through EnerStar and/or any future buyer(s), it being expressly understood that by acceptance of the conveyance EnerStar and/or any future buyer(s) fully and completely waives and releases any and all such claims, actions, causes of actions, suits, damages, claims or demands whatsoever that now exist or that may hereafter exist or accrue as a result of such past, present or future mining operations of Old Ben Coal Company or its predecessors. Further, by acceptance of the conveyance, EnerStar and/or any future buyer(s), its successors and assigns agree to cooperate with Old Ben Coal Company as reasonably requested in connection with regulatory proceedings of the State of Illinois or the United States to correct any damage resulting from subsidence of the surface herein described or to correct any other surface effects resulting in any way from underground mining to the end that Old Ben Coal Company shall not be required by any such regulatory authority to correct any such damage or surface effects and EnerStar and/or any future buyer(s) further by acceptance of the conveyance agrees for itself, it successors and assigns, to refrain from taking any action which might in any way initiate or further any such regulatory proceeding which might be instituted concerning Old Ben Coal Company and the property herein described.

**32. ACCESS FOR WATER SAMPLES**

- A. Old Ben Coal Company, for itself, its employees and contractors, reserves the right of ingress and egress for the purpose of repair of erosion, establishment and maintenance of vegetation, as well as the right to take water samples for testing purposes until such time as all bonds covering the premises are released by the Illinois Department of Natural Resources (IDNR), Division of Mines and Minerals.
- B. Old Ben Coal Company currently holds a coal mining and reclamation permit (Permit #21) with the IDNR, Division of Mines and Minerals, and NPDES Permit #IL-0061735, with the IEPA. Old Ben Coal Company will retain all liabilities connected with these permits.

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

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



C. EnerStar and/or any future buyer(s) agrees to refrain from any actions that would cause Old Ben Coal Company to be in violation of these permits, and agrees to provide Old Ben Coal Company access to the property to conduct any activities that may be required to comply with the permits.

33. Terms

The singular shall include the plural, the plural shall include the singular, and each gender shall include all other genders, as the context may require.

34. SURVIVAL OF OBLIGATIONS

Regardless of delivery of the deed, each of the parties as well as the previous owner shall have the rights and perform all obligations given or created by this CONTRACT FOR PURCHASE & SALE OF REAL ESTATE and the same shall survive the closing of this transaction.

35. INVALIDITY

The invalidity or unenforceability of any particular provision of this CONTRACT FOR PURCHASE & SALE OF REAL ESTATE shall not affect the other provisions hereof unless it substantially and adversely affects the value of this CONTRACT FOR PURCHASE & SALE OF REAL ESTATE to one of the parties. In the absence of any such substantial and adverse effect, this CONTRACT FOR PURCHASE & SALE OF REAL ESTATE shall be construed in all respects as if such invalid or unenforceable provision were omitted.

36. 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: \_\_\_\_\_

HIGH BIDDER = PURCHASER

X \_\_\_\_\_

X \_\_\_\_\_

ATTORNEY

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(        )                      -                      OFFICE

(        )                      -                      FAX

(        )                      -                      CELL

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

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

SELLER = OWNER

X \_\_\_\_\_

X \_\_\_\_\_

ATTORNEY

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(        )                      -                      OFFICE

(        )                      -                      FAX

(        )                      -                      CELL

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



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"

## NOTES

**NOTE: EnerStar Power Corp is Offering this Land For Sale to the Public in a Competitive Bidding Platform, This Property Must Sell Regardless of Price...Bid Live ONLY!!! Help Yourself, Don't Let This One Pass You By, Bug-Out/Prepper Property, Survivalist Property, Hide-Out Property, Possession Given At Closing!!!**

This image shows a full page of blank white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page, providing a template for writing or drawing. There are no margins, text, or other markings present.