



SOUTHERN ILLINOIS FARM. RECREATIONAL LAND AND HOME

**BIDDING ENDS:
OCTOBER 5TH AT 7 PM CST**

7161 N. CREST HAVEN RD. CLAREMONT, ILLINOIS

*Bid
Now*

812.822.3200

UNITEDCOUNTRYIN.COM

INDEX



LOCATION MAP

AERIAL MAP

TERMS & CONDITIONS

MLS SHEET

TAX CARD

BID CERTIFICATION

SAMPLE CONTRACT



AUCTION
MANAGER

JIMMIE DEAN COFFEY | 812.360.6005 | [JCOFFEY@UNITEDCOUNTRYIN.COM](mailto:jcoffey@unitedcountryin.com)

CODY COFFEY | 812.360.8383 | [CCOFFEY@UNITEDCOUNTRYIN.COM](mailto:ccoffey@unitedcountryin.com)

DISCLAIMER

All Information contained is believed to be accurate and from accurate resources. However, buyers are encouraged to do their own due diligence. United Country - Oklahoma Land & Auction assumes no liability for the information provided.

PROPERTY DESCRIPTION

Southeastern Illinois Farm and Recreational Land for Sale at Auction

Online-Only Auction

Bid Now Thru Oct 5 | 7:00 PM CST

103.29± Acres Offered in 3 Tracts

Property Previews:

- Sept 7 · 6 PM
- Sept 12 · 1 PM
- Oct 4 · 6 PM

This 103.29± acre Farm For Sale in Richland County, Illinois, is being offered in 3 parcels at auction. There is a beautiful 2-story house with full basement, stocked lake, tillable farm land & hunting land, crop production, and much more – this farm has something for everyone. Take advantage of this opportunity to own land in Illinois and register to bid today!

Property Features:

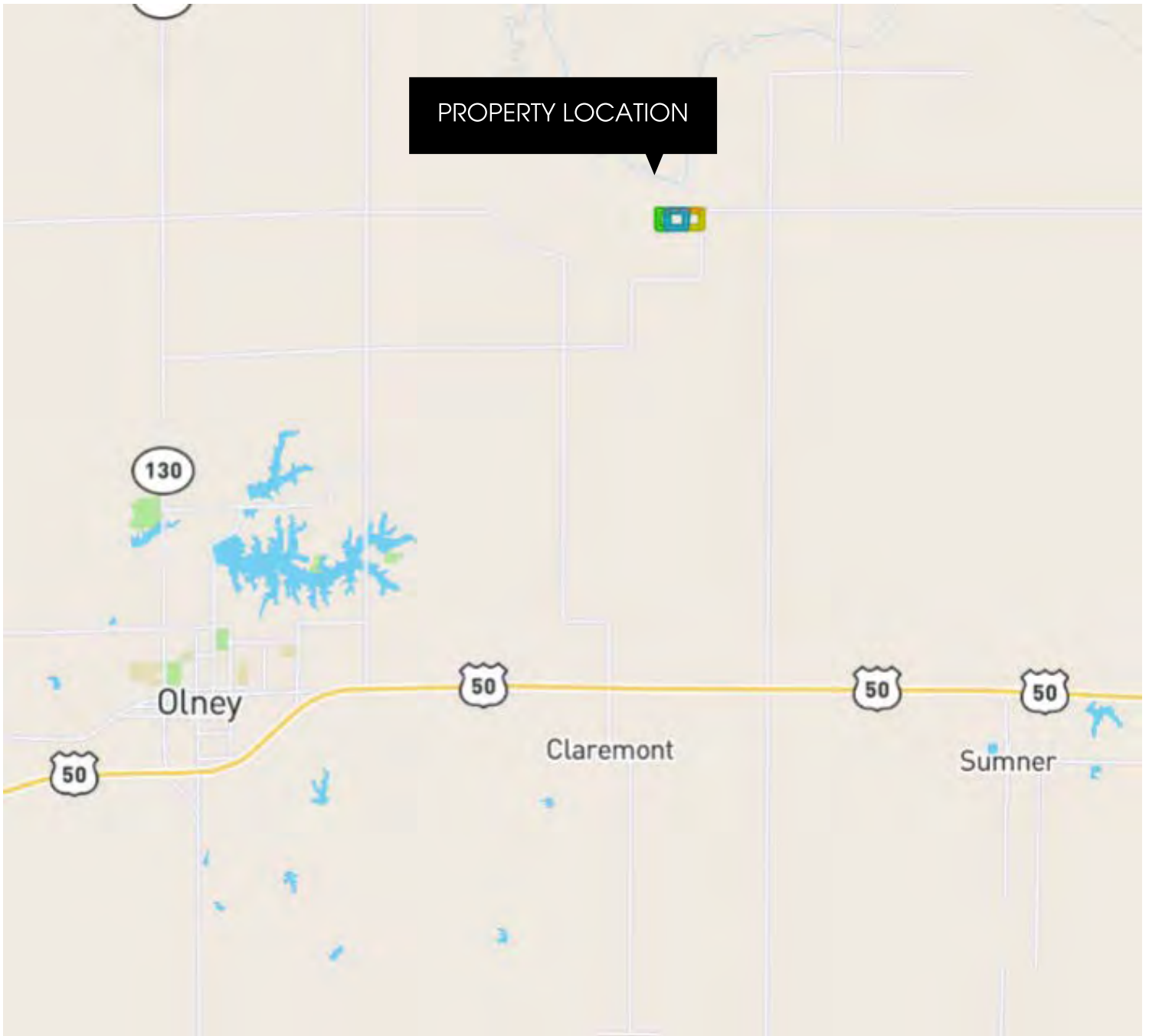
- **Tract 1: 45.39± Acres**
 - 2-Story Farm Home with full basement
 - 2,973± Sq Ft - 4 BR / 2.5 BA
 - Full Walk-Out Basement (1,597± Sq Ft) w/ meat cooler
 - barns and a large garage / shop
 - 1.7± acre stocked lake with dock
 - Whitetail Deer Hunting
- **Tract 2: 21± Acres**
 - Hunting / Recreational Land
 - Abundant wildlife including Whitetail Deer, Turkey, Rabbits Squirrel, coyote and more!
- **Tract 3: 36.9± Acres**
 - tillable high production farmland

Conveniently Located:

- 15 miles to Olney, IL
- 30 miles – 30 minutes to Vincennes, IN
- 45 miles – 50 minutes to Effingham
- 80 miles – 1-1/2 hours to Mount Vernon, IL
- 85 miles – 1-1/2 hours to Evansville, IN
- 144 miles – 2-1/2 hours to Indianapolis, IN
- 147 miles – 2-1/2 hours to St Louis, MO



LOCATION MAP



AERIAL MAP



TERMS & CONDITIONS

TERMS & CONDITIONS

Damm Trust - Real Estate Auction

7161 N. Crest Haven Rd. – Claremont, IL 62421
Richland County – German Township

Legal Description

RANGE/TOWN/SEC/QTR 14W/5N/34/NE N/2 NE (80 acres +/-)
RANGE/TOWN/SEC/QTR 14W/5N/34/NW E 21A NE NW (21 acres +/-)

- The property will be sold at Public Auction via an Internet Bidding Portal. The bidding period will end Tuesday, October 5, 2021 @ 7:00PM CDT (Soft close)
 - If you have trouble with login or do not have access to the internet please call and we can accept bids via telephone bidding.
- To be approved as an online bidder a signed copy of the terms and conditions along with a signed bidder's certification must be received and approved by the auction office.
- The property is being offered as 3 separate parcels/tracts
 - Tract 1: 45± Acres w/Home, Shop, Barns & Bond
 - Tract 2: 21± Acres wooded land w/food plot
 - Tract 3: 36.93± Acres tillable farm land
- If Tract 1 sells separate from Tract 3, access to tract 1 will be from Dundas Lane. The current drive from Crest Haven Road through Tract 3 (tillable area) will NOT be a transferred drive or right of way to the house.
- The property will be Sold Subject to Seller's Confirmation. The seller reserves the right to reject any and all bids.
- Property sells As-Is with no warranties expressed or implied
- Property included in the sale is the real estate only.
- The auction is Subject to prior sale (the property can be purchased prior to the end of the auction)
- The seller reserves the right to cancel the auction at any time prior to the final bid closing
- Buyer's Premium
 - A **10%** buyer's premium will be added to the final bid and charged to the buyer, the final bid plus the 10% buyer's premium will establish the final sales price.
- **10% Down payment** must be paid by the successful bidder by direct wire transfer within 24 hours of acceptance of the auction contract by the Sellers payable to Richland County Abstract Co. The down payment deposit will be non-refundable; your bidding is not conditional upon financing, so be sure you are prepared to pay cash at closing or have arranged your financing prior to bidding. The balance of the purchase price including the buyer's premium will be due via a wire transfer to the closing company, on delivery of insurable title on or before November 19, 2021
 - A promissory note will be signed along with the down payment.
- Final closing is NOT contingent upon financing.
- The property will be conveyed by a Trustee's Deed
- The seller agrees to furnish buyer(s) with an owner's policy of Title Insurance Policy at closing.
- Real Estate Taxes: the taxes will be prorated to the day of closing.
- Closing:
 - Closing shall take place at the office of:
 - **Richland County Abstract Company, 130 E. Market Street, Olney, IL 62450**
 - Closing fee will be paid by the buyer.
 - Closing will be held on or before November 19, 2021
- Possession

TERMS & CONDITIONS

- Tract 1: House and outbuildings: Day of final closing
- Tract 2: Recreational timber / wooded land: Day of final closing
- Tract 3: Farm tillable land: after 2021 final harvest

- The successful Bidder shall execute a “Real Estate Auction Sales Contract” for the property immediately after being declared the Successful Bidder by the Auctioneer.
- Each potential Bidder is responsible for conducting at their own risk, their own independent inspections, investigations, and due diligence concerning the property.
 - Further; Property sells as-is with no warranties expressed or implied
- United Country - Coffey Realty & Auction, United Country - Burke Auction & Realty and their representatives are exclusive agents of the Seller.
- Seller: Ronald A Damm and Rita A Damm Declaration of Trust dated 6/2/2011
- All announcements made up to the final close of the Auction bidding take precedence over all advertising, oral or printed material.
- All marketing information and bidder’s packet materials were gathered from reliable sources and are believed to be correct as of the date they were published; however, the seller or auctioneers have not independently verified this information. Auction plats and drawings are not to be relied on and are for representation purposes only. Its accuracy is not warranted in any way. There is no obligation on the part of the sellers or auctioneer to update this information.

SALE SITE: Internet Only

VIEWING INSTRUCTIONS: Open House / Preview: Sept. 7, 2021 @ 6:00pm CDT, Sept. 12, 2021 @ 1:00pm CDT and Oct. 4, 2021 @ 6:00pm CDT

The viewing of the property will be at the viewer’s own risk the Seller, neither Auctioneer nor the Listing Agency be held responsible for accidents.

For questions call:

Jimmie Dean Coffey at United Country Coffey Realty & Auction (812) 822-3200 office (812) 360-6005 direct.
Bill Burke at United Country Burke Auction & Realty (618) 592-4200 office (618) 553-4613 direct.

I do hereby agree to these Auction Terms & Conditions.

Seller

Date

Seller

Date

Bidder

Date

Buyer

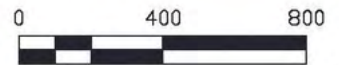
Date

Buyer

SURVEY

PLAT OF SURVEY

A PART OF THE N.1/2, N.E. 1/4 &
WEST 21 ACRES, N.E. 1/4, N.W. 1/4,
SECTION 34, T5N, R14W, 2ND P.M.,
RICHLAND COUNTY, ILLINOIS



1"=400'

WAGGONER LAND SURVEYING, INC.

618-544-2020 100 W. MAIN ST. 618-544-2023
PHONE ROBINSON, IL 62454 FAX

SURVEYED AND PLATTED FOR:

RONALD & RITA DAMM TRUST

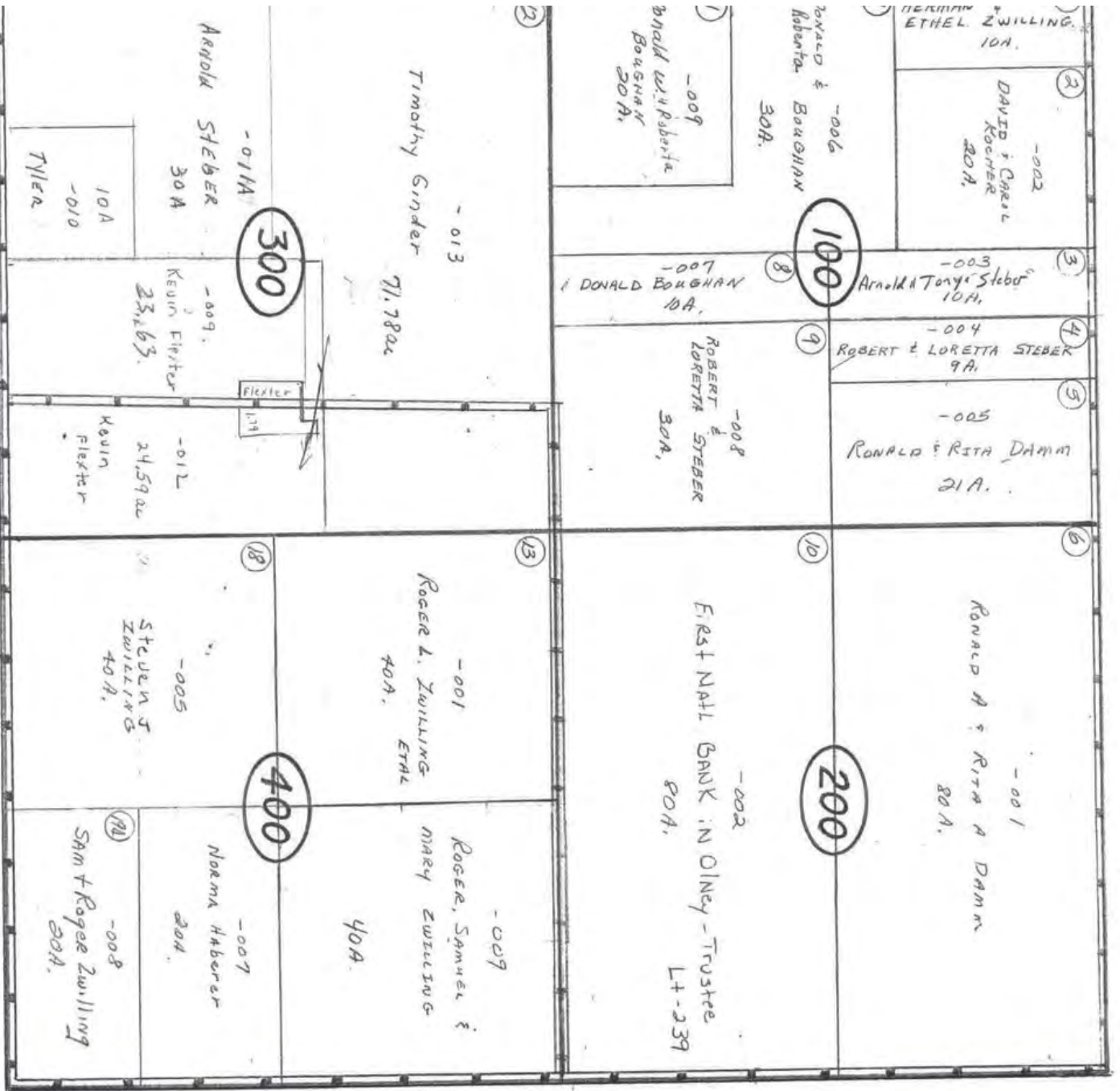
JOB NO. 21-156

PLAT COMPLETED: 8/3/2021

PRELIMINARY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003926 DATE
LICENSE EXPIRES NOVEMBER 30, 2022

PROPERTY CARD



04
GERMAN
34-5-14



ALL GFP

FARM - 639.73
NONFARM - .27
640.0

PROPERTY CARD

PROPERTY RECORD

TOWNSHIP OR CORPORATION GFRMAN DISTRICT 1-2FP SECTION OR PLAT 34-5-14 ROUTING NUMBER 6 CARD NUMBER 04-34-200-001 OF 6

ADDRESS OF PROPERTY 7161 N Crest Haven Rd, Claremont
Plat map R. on North & Co Rd on East side - 2.14
having balance of - 71.9 A.
 The NE 1/4 of Section 34, Township 5 North, Range 14 West of the 2nd P.M.

RECORD OF OWNERSHIP	CLASS OF PROPERTY	DATE	CARD NUMBER	DEED STAMPS	INDICATED PRICE
Norman Judy Heins Deed 129, page 468 (Grantor Roy Judy, reserve life estate)		6/17/65			
Ronald A. & Rita A. Damm his wife as Joint-Tenants Deed 1988 Page 2236-39 as Trustees of the Ronald A. Damm & Rita A. Damm Trust dated 6-2-11		4-16-88		\$81.00	\$80,800
		6-2-11			

LAND VALUE CALCULATION

NO. ACRES	SOIL CLASS	PROD. INDEX	TOTAL	AV. PROD. INDEX	LAND DEDUCTIONS	
					ACRES	SOIL CLASS TOTAL
1.2	1488	73	87			
2.6	852	33	85	1.5	4.75	37
2.4	1402	68	503			
2.4	1421	75	180			
14.7	28740	95	1396			
18.9	240	87	1827			
80			5772	9.5		300
LESS DEDUCTIONS			5472	68	1148	
TOTAL ACREAGE		87		79		80
TOTAL VALUE LAND			10470			1169
TOTAL VALUE BUILDINGS			800			
TOTAL VALUE LAND AND BUILDINGS						

MEMORANDA

PROPERTY FACTORS	IMPROVEMENTS
TOPOGRAPHY	CITY WATER
LEVEL	SEWER
HIGH	GAS
LOW	ELECTRICITY
ROLLING	ALL UTILITIES
SWAMPY	STREET OR ROAD
DISTRICT	PAVED
IMPROVING	SEMI-IMPROVED
STATIC	UNIMPROVED
DECLINING	
BUIGHTED	SIDEWALK

BUILDING PERMIT RECORD

DATE	NUMBER	AMOUNT	PURPOSE
1981			

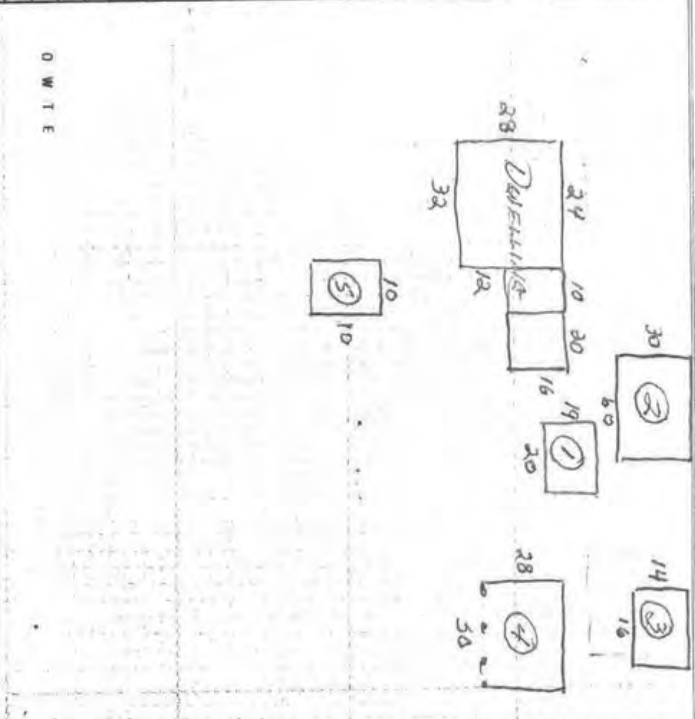
SUMMARY OF ASSESSED VALUES

YEAR	1988	1989	1990	1991	1992	1997
LAND	3545	3190	11495	2871	4695	5690
BUILDINGS	550	550	660	530	37740	44240
TOTAL	4095	3740	12155	3421	42435	49930

PROPERTY CARD

BUILDING RECORD

OCCUPANCY		WALLS	
DWELLING	OTHER	FRAME / STUCCO	CONCRETE BLOCK
2	3		
DWELLING ACCOMMODATIONS		BRICK / STONE	
BED ROOMS 3		PLATE GLASS FRONT	
FAMILY ROOM 1		1/2" x 6" x 13"	
BASEMENT		ROOF	
2	3	SHINGLE ASPHALT / ASBESTOS	
CRAWL PART FULL		SLATE / TILE / METAL	
HEATING		COMP ON WOOD FRAME	
CENTRAL AIRCON		COMP ON STEEL FRAME	
FLOORS		FLOORS	
AIR		B 1 2 3	
ATER/STEAM		CONCRETE	
FURNACE		WOOD	
HEATERS		TILE	
PLUMBING		REIN CONCRETE	
PLUMBING POINTS []		WD / STL FRAME	
INTERIOR FINISH		REIN CONCRETE	
ROOM No. 11111		PLASTER / DRYWALL	
BATH		FIBERBOARD	
CLOSET / URINAL		UNFINISHED	
DWELLING COMPUTATIONS		ERECTED / REMODELED	
2	3	4	1870
UNFIN		AGE / CDU RATING	



COMMERCIAL COMPUTATIONS	
W.L. HT	STORY 3
BSMT	BSMT
1ST FLOOR	
2ND FLOOR	
3RD FLOOR	
BASE PRICE	
ADJUST	%
HTG/AIRCON	
LIGHTING	
SPRINKLER	
S. F. PRICE	
SQUARE FEET	
SUBTOTAL	
FRONT PLUMBING	
PARTITIONS	
ADDITIONS	
TOTAL BASE	
GRADE	
REPL VALUE	
DEPRECIATION	
TRUE VALUE	
ECONOMIC DATA	
ERECTED / REMODELED	/ /
AGE / CDU RATING	/ /

DWELLING COMPUTATIONS		ERECTED / REMODELED	
2	3	4	1870
UNFIN		AGE / CDU RATING	
S. F.		S. F.	
BASEMENT		BASEMENT	
HEATING		HEATING	
PLUMBING		PLUMBING	
ATTIC		ATTIC	
ADDNS & PCHS		ADDNS & PCHS	
TOTAL		TOTAL	
GRADE		GRADE	
TOTAL		TOTAL	
O. F. POINTS		O. F. POINTS	
TOTAL		TOTAL	
C. A. D. FACT		C. A. D. FACT	
REPL VALUE		REPL VALUE	
DEPR.		DEPR.	
TRUE VALUE		TRUE VALUE	

OTHER FEATURES		SOLD 19		FOR \$	
PT MASONRY WALLS					
FIREPLACE					
FINISHED BSMT					

SUMMARY OF OTHER BUILDINGS					
TYPE	NO.	CONSTRUCTION	SIZE	RATE	GRADE
GARAGE	1	FRAME	19x20		OLD
BARN	2	FRAME	30x60		50
BARN	3	"	19x14		50
BARN	4	"	28x30		OLD
BARN	5	"	10x10		30
New house 10 ft x 10 ft					
Shed 40 ft x 60 ft					
Lean To 24 ft x 8 ft					
TOTAL TRUE VALUE OTHER BUILDINGS					
TOTAL TRUE VALUE ALL BUILDINGS					

DATE	LISTED	DATE	3-72	TOTAL TRUE VALUE OTHER BUILDINGS	TOTAL TRUE VALUE ALL BUILDINGS
1971		1974		44240	44240
1974		1974		10550	54790
1974		1974		2000	56790
1974		1974		28550	85340
1974		1974		28550	113890

GRADE DENOTES QUALITY OF CONSTRUCTION. A- EXCELLENT; B- GOOD; C- AVERAGE; D- CHEAP; E- VERY CHEAP

PROPERTY CARD

RICHLAND COUNTY TAX/PAYMENT HISTORY

2021 2022

Index: 04-34-200-001

GENERAL

<u>YEAR</u>	<u>CLASS</u>	<u>TAX CODE</u>	<u>OWNER</u>
2020	0011	01001	DAMM, RONALD & RITA TRUST
2019	0011	01001	DAMM, RONALD & RITA TRUST
2018	0011	01001	DAMM, RONALD & RITA TRUST
2017	0011	01001	DAMM, RONALD & RITA TRUST
2016	0011	01001	DAMM, RONALD & RITA TRUST

ASSESSMENTS

<u>YEAR</u>	<u>LAND</u>	<u>FLAND</u>	<u>FBLDG</u>	<u>BLDG</u>	<u>TOTAL</u>
2020	2,263	13,900	7,550	70,940	94,653
2019	2,263	11,775	7,550	70,940	92,528
2018	2,263	9,843	7,550	70,940	90,596
2017	2,241	8,087	7,550	70,238	88,116
2016	2,134	6,501	7,550	66,893	83,078

EXEMPTIONS

<u>YEAR</u>	<u>OO</u>	<u>SE</u>	<u>SH</u>	<u>DH</u>	<u>RV</u>	<u>VL</u>	<u>VM</u>	<u>VH</u>	<u>HOME IMP</u>
2020	.T.	.F.	.F.	.F.	.F.	.F.	.F.	.F.	0
2019	.T.	.F.	.F.	.F.	.F.	.F.	.F.	.F.	0
2018	.T.	.F.	.F.	.F.	.F.	.F.	.F.	.F.	0
2017	.T.	.F.	.F.	.F.	.F.	.F.	.F.	.F.	0
2016	.T.	.F.	.F.	.F.	.F.	.F.	.F.	.F.	0

TAX

<u>YEAR</u>	<u>TAX</u>	<u>PAID 1</u>	<u>PAID 2</u>	<u>PAIDBY 1</u>	<u>PAIDBY 2</u>
2020	6,014.94	//	//		
2019	5,995.40	07/20/20	09/02/20	DAMM, RONALD &	DAMM, RONALD &
2018	5,873.54	07/09/19	09/10/19	DAMM, RONALD &	DAMM, RONALD &
2017	5,750.96	06/13/18	08/22/18	DAMM, RONALD &	DAMM, RONALD &
2016	5,544.68	07/21/17	09/08/17	DAMM, RONALD &	DAMM, RONALD &

REDEMPTIONS

<u>YEAR</u>	<u>STATUS</u>	<u>TAX SALE</u>	<u>REDEEMED</u>
2020	NO PAYMENT	-----	-----
2019	PAID	-----	-----
2018	PAID	-----	-----
2017	PAID	-----	-----
2016	PAID	-----	-----

PROPERTY CARD

PROPERTY RECORD

04-34-100-005

TOWNSHIP OR CORPORATION GERMAN

DISTRICT 1-2EP

SECTION OR PLAT NUMBER 34-6-14

ROUTING NUMBER 5

ADDRESS OF PROPERTY

The East 21 acres of the NE 1/4 NW 1/4 of Section 34, Township 5 North, Range 14 West of the 2nd P.M.

*W. Stop. Road on North side - 31A
Leaving balance of - 20,694.*

RECORD OF OWNERSHIP

RECORD OF OWNERSHIP	DATE	CARD NUMBER	DEED STAMPS	INDICATED PRICE
Norman Jody Hertz Deed 129, page 469	6/17/65			
Charles Day Jody Hertz Deed 129, page 469				
Ronald A. & Rita A. Damm his wife as Joint Tenants				220 2/20-01
Deed 1988 Page 2236-39	4-16-88		\$81.00	\$80,800.
as Trustees of the Ronald A. Damm & Rita A. Damm Trust dated 6-2-11				
Book 2011 Page 5120	6-2-11			

LAND VALUE CALCULATION

NO. ACRES	SOIL CLASS	PROD. INDEX	TOTAL	AV. PROD. INDEX	LAND DEDUCTIONS	
					ACRES	TOTAL
4.3	1481	76	326			
1.3	883	33	19			
9.99	852	36	290	4.7	4-25%	126
5.2	1402	72	374	2.6	"	140
1.9	382	90	81	.9	"	60
21			1160	8.2		326

MEMORANDA

MEMORANDA	DATE	CARD NUMBER	DEED STAMPS	INDICATED PRICE

PROPERTY FACTORS	
TOPOGRAPHY	IMPROVEMENTS
LEVEL	CITY WATER
HIGH	SEWER
LOW	GAS
ROLLING	ELECTRICITY
SWAMPY	ALL UTILITIES
DISTRICT	STREET OR ROAD
IMPROVING	PAVED
STATIC	SEMI-IMPROVED
DECLINING	UNIMPROVED
BLIGHTED	SIDEWALK

BUILDING PERMIT RECORD

DATE	NUMBER	AMOUNT	PURPOSE

LESS DEDUCTIONS 834 RATE 39 69

TOTAL ACREAGE 49

TOTAL VALUE LAND 1570

TOTAL VALUE BUILDINGS

TOTAL VALUE LAND AND BUILDINGS

SUMMARY OF ASSESSED VALUES

YEAR	1988	1989	1990	1991	1992	1997
LAND	169	152	136	125	135	220
BUILDINGS						
TOTAL	169	152	136	125	135	220

PROPERTY CARD

RICHLAND COUNTY TAX/PAYMENT HISTORY

2021 2022

Index: 04-34-100-005

GENERAL

<u>YEAR</u>	<u>CLASS</u>	<u>TAX CODE</u>	<u>OWNER</u>
2020	0021	01001	DAMM, RONALD & RITA TRUST
2019	0021	01001	DAMM, RONALD & RITA TRUST
2018	0021	01001	DAMM, RONALD & RITA TRUST
2017	0021	01001	DAMM, RONALD & RITA TRUST
2016	0021	01001	DAMM, RONALD & RITA TRUST

ASSESSMENTS

<u>YEAR</u>	<u>LAND</u>	<u>FLAND</u>	<u>FBLDG</u>	<u>BLDG</u>	<u>TOTAL</u>
2020	0	1,965	0	0	1,965
2019	0	1,572	0	0	1,572
2018	0	1,214	0	0	1,214
2017	0	888	0	0	888
2016	0	593	0	0	593

EXEMPTIONS

<u>YEAR</u>	<u>OO</u>	<u>SF</u>	<u>SH</u>	<u>DH</u>	<u>RV</u>	<u>VL</u>	<u>VM</u>	<u>VH</u>	<u>HOME IMP</u>
2020	.F.	.F.	.F.	.F.	.F.	.F.	.F.	.F.	0
2019	.F.	.F.	.F.	.F.	.F.	.F.	.F.	.F.	0
2018	.F.	.F.	.F.	.F.	.F.	.F.	.F.	.F.	0
2017	.F.	.F.	.F.	.F.	.F.	.F.	.F.	.F.	0
2016	.F.	.F.	.F.	.F.	.F.	.F.	.F.	.F.	0

TAX

<u>YEAR</u>	<u>TAX</u>	<u>PAID 1</u>	<u>PAID 2</u>	<u>PAIDBY 1</u>	<u>PAIDBY 2</u>
2020	133.32	//	//		
2019	108.92	07/20/20	09/02/20	DAMM, RONALD &	DAMM, RONALD &
2018	84.28	07/09/19	09/10/19	DAMM, RONALD &	DAMM, RONALD &
2017	62.20	06/13/18	08/22/18	DAMM, RONALD &	DAMM, RONALD &
2016	42.66	07/21/17	09/08/17	DAMM, RONALD &	DAMM, RONALD &

REDEMPTIONS

<u>YEAR</u>	<u>STATUS</u>	<u>TAX SALE</u>	<u>REDEEMED</u>
2020	NO PAYMENT	-----	-----
2019	PAID	-----	-----
2018	PAID	-----	-----
2017	PAID	-----	-----
2016	PAID	-----	-----

TITLE COMMITTEMENT



CHICAGO TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION

Commitment for Title Insurance
Adopted 6-17-06 Revised 08-01-2016

Transaction Identification Data for reference only:

Issuing Agent: **RICHLAND COUNTY ABSTRACT COMPANY**
Issuing Office: **130 EAST MARKET STREET, OLNEY, IL 62450**
ALTA Universal ID:
Loan ID Number:
Commitment Number: **CTI21-458**
Issuing Office File Number: **CTI21-458**
Property Address: **7161 N. Crest Haven Road, Claremont, IL 62421**
Revision Number:

SCHEDULE A

1. Commitment Date: **07/19/2021** at **7 :45 a .m.**
2. Policy to be issued: Proposed Policy Amount:
(a) ALTA Owner's Policy 2006 **\$ 10,000.00**
Proposed Insured:

Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below

3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**
(Identify estate covered, i.e., fee, leasehold, etc.)
4. Title to the **Fee Simple** estate or interest in the Land is at the Commitment Date vested in:
Ronald A. Damm and Rita A. Damm, Trustees, and their successors in Trust, as Trustees of the Ronald A. Damm and Rita A. Damm Declaration of Trust dated 6/2/2011

5. The Land is described as follows:
THE NORTH HALF OF THE NORTHEAST QUARTER; AND, 21 ACRES OFF THE EAST SIDE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, ALL IN SECTION 34, TOWNSHIP 5 NORTH, RANGE 14 WEST OF THE SECOND PRINCIPAL MERIDIAN,
EXCEPT ANY INTEREST IN THE COAL, OIL, GAS AND OTHER MINERALS UNDERLYING THE LAND WHICH HAVE BEEN HERETOFORE CONVEYED OR

See Continuation Sheet

Agent Name: **RICHLAND COUNTY ABSTRACT COMPANY**

By: *Carmen Kowa*
Authorized Signatory **Carmen Kowa**

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Schedule A



TITLE COMMITTEMENT



CHICAGO TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION

SCHEDULE A
Legal Description (Continued)

File No.: **CTI21-458**

RESERVED IN PRIOR CONVEYANCES, AND ALL RIGHTS AND EASEMENTS IN
FAVOR OF THE ESTATE OF SAID COAL, OIL, GAS AND OTHER MINERALS, IF ANY.

SITUATED IN THE COUNTY OF RICHLAND AND STATE OF ILLINOIS.

TITLE COMMITTEMENT



CHICAGO TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION

Commitment for Title Insurance
Adopted 6-17-06 Revised 08-01-2016

SCHEDULE B, PART I Requirements

File No.: **CTI21-458**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

see requirements below

5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact your local Title office regarding the application of this new law to your transaction.
7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
9. Obtain and record a properly executed Deed of Conveyance from The Successor Trustee of the Ronald A. Dam and Rita A. Damm Declaration of Trust dated 6/2/2011 to a Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4, conveying the subject premises.
10. CLOSER to obtain signatures on the ALTA Statement attached hereto and return to our office for issuance of a

See Continuation Sheet

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN
LAND TITLE
ASSOCIATION



Schedule B-I

(7/8/2021-DSI.NET-25-IL-CMTB1_2016)

TITLE COMMITTEMENT



CHICAGO TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B, PART I Requirements (Continued)

File No.: **CTI21-458**

final policy.

11. Obtain verification from our office, prior to closing, that no new instruments of writing affecting the subject premises has been recorded since the date of our commitment.
12. Obtain and provide our office with a properly executed Indemnity as required in Exception #9.
13. Obtain and provide our office with the documents requested in Exception #13.

TITLE COMMITTEMENT



CHICAGO TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION

Commitment for Title Insurance
Adopted 6-17-06 Revised 08-01-2016

SCHEDULE B, PART II Exceptions

File No.: **CTI21-458**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

SPECIAL EXCEPTIONS

1. Taxes for the year 2019 due and payable in 2020 were paid in full. Taxes for the year 2020 due and payable in 2021 are as follows: 1st installment due July 8, 2021 in the amount of \$\$3,007.47 and \$66.66 (not paid); 2nd installment due September 8, 2021 in the amount of \$3,007.47 & \$66.66 (not paid). Taxes for the year 2021 due and payable in 2022 are a lien not yet due and payable. (FOR INFORMATIONAL PURPOSES THE TAX NUMBERS ARE: #04-34-200-001 & #04-34-100-005.)
2. Subject to the rights of the public, the State of Illinois, the Township and the municipality in and to that part of the premises in question, taken, used or dedicated for roads or highways.
3. Subject to the right of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
4. Subject to confirmed special assessments, if any, constructive notice of which is not imparted by the records of the Recorder of Deeds.
5. Subject to financing statements, if any.
6. All rights and easements in favor of the holder of any interest in the mineral estate or of any party claiming by,

See Continuation Sheet

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AMERICAN
LAND TITLE
ASSOCIATION



Schedule B-II

(8/13/2019-DSI.NET-25-IL-CMTB2_2016)

TITLE COMMITTEMENT



CHICAGO TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

SCHEDULE B, PART II Exceptions (Continued)

File No.: **CTI21-458**

through, or under said holder, if any. Note: No examination has been made of the title to minerals underlying the land.

7. Under the provisions of the Illinois Religious Freedom Protection and Civil Union Act, the parties to a Civil Union or any substantially similar legal relationship recognized by another state, are the same as those of married persons. Any reference herein to "spouse", "marital rights", "husband", "wife" or similar reference to marital status or rights associated with marital status, shall include parties to a Civil Union or any substantially similar legal relationship recognized by another state and the rights thereunder.

8. Subject to all matters of record affecting title to said premises after the effective date of this commitment.

9. "We should be provided with our standard form of indemnity (GAP Indemnity) for defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date but prior to the date of recording of the instruments under which the Proposed Insured acquires the estate or interest or mortgage covered by this commitment. NOTE: Due to office closures related to Covid-19 we may be temporarily unable to record documents in the normal course of business."

10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

11. Right of Way dated March 3, 1967, filed October 5, 1967, recorded in Right of Way Record 3, page 130 from Norman Judy and Geneva Judy to General Telephone Company of Illinois.

12. Terms, Powers, Provisions and Limitations of the Trust under which Title to the land is held.

13. It appears that the original Trustees in title are deceased. Relative thereto, the company should be furnished the follows:

a) A certification of Trust executed by the current Trustee in accordance with 760 ILCS 5/8.5, together with excerpts of the Trust Agreement and Amendments thereto relating to the designation of Trustees and the power of the Trustee to act in the current transaction, or

i) In the alternative, the current trustee(s), in his, her or their sole discretion, may deliver to the Company

1) A certified or uncertified copy of the Death Certificate of the original Trustee;

2) A certified copy of the original trust agreement, together with any amendments thereto; and

(3) Copies of the appointment and acceptance of the successor trustee.

THE COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL ITEMS OR MAKE FURTHER REQUIREMENTS AFTER REVIEW OF THE REQUESTED INFORMATION.

BID CERTIFICATION

Internal Office Use
Received _____

Date _____ Time _____ By _____

Approved By _____



BID CERTIFICATION

I acknowledge this is a confirmation auction and that my offer will be subject to the Seller's (Personal Representatives) approval.

By signing this certification and returning it to the offices of United Country – Coffey Realty & Auction, or an employee therein, **I hereby certify** that:

1. I acknowledge that I have received a complete PIP (Property Information Packet).
2. I have read the auction rules and bidding format as set out by the Auctioneers and contained in the PIP and I completely understand them.
3. I understand that the terms and rules of the auction will be strictly enforced and that there will be no exceptions.
4. I currently have sufficient funds to meet the "Deposit" and "Further sum" requirements as called for by the agreement of purchase and sale.
5. I have examined the proposed agreement of purchase and sale given to me as part of the PIP and understand that it is a legally binding contract and is not contingent upon financing or anything else.
6. I understand that if I am the successful bidder, I will be required to sign the agreement of purchase and sale immediately upon notice of being the successful bidder. I agree to complete and sign the agreement of purchase and sale immediately upon such transmitted notice.
7. I understand that a 10% Buyers Premium will be added to my final bid and is due in addition to my final bid to complete the final purchase price.
8. I understand that the Auctioneers are working for the Seller and there is no relationship of dual agency.
9. I understand that my registration for the auction will not be accepted without providing ALL of the information below and signing and returning a copy of the Terms & Conditions of this auction and by doing so you are agreeing to the terms of the auction.
10. I understand that I am responsible for the down payment and that my credit card below will be charged for the deposit if the wire transfer is not received by the time stated on the terms and conditions of the auction.

Property Address: 7161 N. Crest Haven Road, Claremont, IL

Printed Name: _____

Bidder Address: _____

Phone: _____

Email Address: _____

Credit Card Type: MasterCard Visa Discover

Name on Card: _____

Card Number: _____ Security Code: _____

Expiration Date: _____

Signature: _____

Return to: 434 South Walnut Street, Bloomington, IN 47401

Phone: (812) 822-3200

E-mail: jcoffey@UnitedCountryIN.com cc: pcoffey@UnitedCountryIN.com

SAMPLE CONTRACT



Coffey Realty
& Auction

REAL ESTATE AUCTION PURCHASE CONTRACT

This Contract of sale made and entered this 5th day of October 2021, by and between Ronald A and Rita A Damm Declaration of Trust dated 6/2/2011 hereinafter called the Seller(s) and _____ hereinafter called the Buyer(s):

The Buyer hereby agrees to purchase, the Seller hereby agrees to sell this property in "As Is" condition (except conditions stated in statement of sale and Terms & Conditions)

Located at and commonly known as: 7161 N. Crest Haven Rd. in the City of Claremont, County of Richland and State of Illinois

Legally described as: RANGE/TOWN/SEC/QTR 14W/5N/34/NE N/2 NE (80 acres +/-)

RANGE/TOWN/SEC/QTR 14W/5N/34/NW E 21A NE NW (21 acres +/-)

Tract 1: 45.39 A +/- Tract 2: 21 A +/- Tract 3: 36.93 A +/-

Buyer herewith agrees to deposit with Richland County Abstract Company, 10% of the sale price, as a non-refundable down payment deposit, and the balance of the purchase price will be due on delivery of clear title on or before November 19, 2021.

Seller(s) agrees to furnish a Trustee's Deed with insurable title. Free from all encumbrances, and an Owners Title Insurance Policy at closing. If the seller is unable to convey clear and marketable title the buyer's down payment can be refunded.

Real Estate Taxes: Will be pro-rated to date of closing.

Closing shall take place on or before November 19, 2021 and shall take place at the office of Richland County Abstract Company, 130 E. Market Street, Olney, Illinois 62450.

The buyer will pay the closing fee.

Possession: Tract 1 & 2 is to be given day of final closing. Tract 3 is to be given after 2021 Final Harvest

Buyer agrees to pay all cost of obtaining a loan to include preparing and recording Deed & note, Title Opinion if desired.

Title is to be conveyed subject to all restrictions, easement and covenants of record, subject to zoning ordinance or laws of any governmental authority. These premises are to be in the same condition as they are as of the date of this contract, ordinary wear and tear excepted. Seller is expected to bear risk of loss through the date of deed. In the event the premises are wholly or partially destroyed before the consummation of the transaction or delivery of the final papers, the Buyer shall elect or choose whether or not he will go through with the transactions, and in the event, he chooses to go through with it, all insurance damages collectible as a result of the damage or destruction shall be assigned to him, the Buyer. If he chooses not to go through with the transaction, any earnest money held in escrow will be refunded in full.

Time being of the essence of this agreement, if the Buyer shall fail or refuse to perform this agreement of Buyer's part, and the Seller shall be ready and willing to perform, the Seller shall be entitled to retain the entire down payment as liquidated damages for the breach of this agreement.

SAMPLE CONTRACT

"All successful bidders will be required to sign a note for the deposit amount. Note shall become null and void when undersigned shall complete all requirements for closing as set out in this contract."

Per the terms & conditions as contained herein and announced in "statement of sale", the property sells as shown below. **10% Down payment** must be paid by the successful bidder by direct wire transfer within 24 hours of acceptance of the auction contract by the Sellers payable to: **Richland County Abstract Company, 130 E. Market Street, Olney, IL 62450**

High Bid Selling Price \$ _____ .00
Plus 10% Buyer's Premium \$ _____ .00
Total Purchase Price \$ _____ .00
Less Down Payment \$ _____
Total Due at Closing \$ _____ .00

This offer will expire if not accepted on or before: October 6, 2021 at 5:00pm

Purchased By:

Buyer Date _____

Printed Phone _____
Buyer Address: _____ City _____ State _____ Zip _____

Buyer Date _____

Printed Phone _____
Buyer Address: _____ City _____ State _____ Zip _____

Buyer's Agent Date _____

Printed Phone _____
Agent Address: _____ City _____ State _____ Zip _____

Names for Deed: _____

Accepted By:

Seller Date _____
Matthew G. Damm Time: _____
Printed

Seller Date _____
Philip E. Damm
Printed

SAMPLE CONTRACT



Coffey Realty
& Auction

PROMISSORY NOTE

7161 N. Crest Haven Rd. – Claremont, IL 62421
Richland County – German Township

\$ _____
Amount

October 5, 2021
Date

FOR VALUE RECEIVED, the undersigned promises to pay by wire transfer to the Order of:

Richland County Abstract Company
130 E. Market Street, Olney, Illinois 62450

The Sum of 10% of the sale price (\$ _____), as a deposit for the purchase of real estate described in Contract of even date herewith and attached hereto executed the undersigned, payable at the closing of said Contract.

This promissory note shall bear no interest until the date of closing of the Contract; thereafter it shall bear interest at the highest rate allowable by law.

This Note shall become null and void if and when the undersigned shall complete all requirements for closing as set out in the attached Contract. If said requirements are not fulfilled this Note shall be fully enforceable at law.

If this Note is placed in the hands of an attorney for collection, by suite or otherwise, the undersigned agree to pay all costs of collection and litigation together with a reasonable attorney's fee.

Signature

October 5, 2021
Date

Signature

October 5, 2021
Date