SCHRADER REAL ESTATE AND AUCTION COMPANY, INC. 1-800-451-2709

AGREEMENT TO PURCHASE REAL ESTATE

To: **Janson Investment Company** ("Seller") Date: **November 20, 2012**

I/We the undersigned ("Buyer") offer to purchase the real estate identified as tract(s) _____ in the **auction brochure** prepared for purposes of the auction conducted on this date by Schrader Real Estate and Auction Co., Inc. ("Auction Company"), said tract(s) being approximately _____± acres located in Section **14** of **Atkinson** Township, in **Henry** County, State of **Illinois** (the "Property"). This offer is made subject to the following terms and conditions and the attachment(s) hereto (collectively, this "Agreement"), including the auction announcements attached as **Addendum A** ("Addendum A").

1. **PURCHASE PRICE; BUYER'S PREMIUM.** The purchase price consists of the Bid Amount, plus a **2% Buyer's Premium**, as follows:

   $_____ **+ $**_____ **= $**_____
   (Bid Amount) **(2% Byer's Pemium)** **(Total Purchase Price)**

   The entire purchase price shall be paid in cash at closing, less applied Earnest Money and any other credits due Buyer as provided herein. If a Survey is hereafter provided in accordance with Section 4, below, the purchase price **shall*** be adjusted based on the gross acres shown in the Survey to arrive at the same per acre price indicated by the estimated acres shown above, ***unless the "Property" described above includes Auction Tract 2**.
2. **EARNEST MONEY.** Concurrently with this offer, Buyer is delivering to **Auction Company** the sum of **$**_____ (the "Earnest Money"), to be held in escrow, delivered to the closing agent at or prior to closing, and applied to the purchase price at closing.
3. **TAXES AND ASSESSMENTS**. Seller shall be responsible for the **2012** real estate taxes due in **2013** and all prior taxes (*hereafter, "Seller's Taxes"*). At closing, any unpaid Seller's Taxes shall be paid either directly to the County Treasurer or via credit against the sums due from Buyer. Buyer shall then be responsible for payment of all installments which become due after closing. If the applicable tax rate or value is unavailable at the time of closing, any tax credit shall be estimated using the most current information available, with no adjustment after closing. Buyer shall pay drainage and other assessments, if any, due **after closing**.
4. **SURVEY.** As used herein, the term "Survey" refers to a new boundary survey of the Property prepared by a licensed land surveyor dated within six (6) months of the closing date. A Survey will be provided only as follows: (a) if and to the extent required by the terms of Addendum A; (b) if and to the extent required by law to complete the transaction; or (c) otherwise, at Seller's election. Any Survey shall be ordered by the Auction Company. The costs of the Survey, if any, shall be shared equally by Seller and Buyer.
5. **DEED; TITLE INSURANCE.** Seller shall furnish at Seller's expense and shall deliver at closing a properly-executed **Warranty Deed** conveying the Property to Buyer, subject to the Permitted Exceptions. Seller shall also furnish at Seller's expense an owner's title insurance policy, in the amount of the purchase price, insuring marketable title to the Property; subject, however, to all standard exceptions, conditions and requirements and subject to the Permitted Exceptions. Prior to closing, Buyer shall be entitled to receive a commitment for the issuance of such title insurance policy dated after the date of this Agreement (the "Final Title Commitment").
6. **PERMITTED EXCEPTIONS.** Buyer agrees to accept title and title insurance subject to: (a) existing roads, public utilities and drains; (b) visible uses and easements; (c) recorded easements, conditions, restrictions, reservations and other matters (except liens) appearing of record; (d) current taxes and assessments; and (e) any matter disclosed or listed in this Agreement (including Addendum A) and/or any preliminary title work or survey posted at the auction (collectively, the "Permitted Exceptions").
7. **CLOSING.** Closing shall be held **on or before December 20, 2012** (or as soon as possible thereafter when the Final Title Commitment and Seller's closing documents have been completed, **but not later than December 31, 2012**). The closing shall be held at the office of **Heritage Title Company, 137 South State Street, Suite 100, Geneseo, IL 61254**, or otherwise as mutually agreed. If Seller, acting in good faith, is unable to convey the Property at closing in substantially its present condition, normal wear and tear excepted, and in accordance with the title requirements of this Agreement, Buyer may terminate this Agreement and receive the Earnest Money as Buyer's sole remedy, but only after providing written notice and a reasonable opportunity to cure.
8. **RISK OF LOSS.** Seller assumes the risk of loss and damage until closing. Seller's insurance may be canceled as of the closing date.
9. **POSSESSION.** Possession shall be delivered **at closing.** Seller shall pay for all utilities until possession is delivered.
10. **PROPERTY INCLUDED.** The "Property" includes any improvements and permanent fixtures attached thereto (including electrical, gas, central heating, central air conditioning and plumbing fixtures, and built-in appliances); and any of the following whether fixtures or personalty: water softener (except rental units), drapery hardware, attached carpeting, attached radio or television antennae, garage door openers and the following additional item(s): **n/a**, all of which shall be delivered free of liens, leases and/or other claims. Specifically excluded are propane tanks, if any, and the following: **n/a**.
11. **THE PROPERTY IS SOLD "AS IS" AND "WHERE IS". ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE PROPERTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. IN NO EVENT SHALL SELLER OR AUCTION COMPANY BE LIABLE FOR CONSEQUENTIAL DAMAGES**. Seller and Auction Company do not warrant any acreages, zoning matters, location or availability of utilities, assurance of building or other permits, or that the property qualifies for any specific use or purpose. Seller and Auction Company shall have no liability with respect to, and hereby disclaim all representations and warranties contained in, any third party reports or materials provided in connection with the Auction or this Agreement. For purpose of this paragraph, "Seller" and "Auction Company" include their respective agents, officers, employees and representatives.
12. **REMEDIES.** Except as otherwise provided herein, if either party (the "Defaulting Party") fails to complete this transaction and is in default, the other party may elect either to: (a) terminate this Agreement by written notice to the Defaulting Party; or (b) seek specific performance and/or any other remedy available in equity or at law. If Buyer is the Defaulting Party, the Earnest Money shall be either delivered to Seller as liquidated damages (if Seller elects to terminate this Agreement) or applied towards any judgment for damages or specific performance. If Seller is the Defaulting Party, the Earnest Money shall be returned to Buyer. Notwithstanding any other provision, if this transaction fails to close, the escrow agent or closing agent holding the Earnest Money pursuant to Section 2 is authorized to hold the Earnest Money until it receives either: (i) written disbursement instructions signed by Buyer and Seller; (ii) a written release signed by one party authorizing disbursement to the other party; or (iii) a final court order specifying the manner in which the Earnest Money is to be disbursed.
13. **AGENCY. Auction Company and its agents and representatives are acting solely on behalf of, and exclusively as the agent for, the Seller. This Agreement is solely between Buyer and Seller. The Auction Company and its employees, representatives and independent agents shall not be liable for any existing or arising defects or deficiencies in any land, improvements, fixtures or equipment.**
14. **GENERAL PROVISIONS.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives and successors. This Agreement constitutes the entire agreement between Buyer and Seller regarding the Property. Neither party is relying upon any other statement or promise and neither shall be bound by any purported oral modification or waiver.
15. **ATTACHMENT(S).** Attached hereto and incorporated by reference herein is/are: **Addendum A and Addendum B**
16. **ACCEPTANCE DEADLINE.** This offer shall be deemed automatically withdrawn and the Earnest Money shall be returned to Buyer if this offer is not accepted by Seller in writing on or before 11:59 pm on **November 20, 2012** .

Buyer: _____ **Buyer:** _____
Address: _____ Phone: _____
Deed to: _____
Lender / Contact: _____ Buyer's Attorney: _____
Earnest Money in the amount of $_____ received by: _____ on _____, 20____

ACCEPTANCE BY SELLER: Seller hereby accepts this offer on this **20th** day of **November**, 20**12** and agrees to pay the commission due Auction Company, per separate agreement, from the first payment to Seller.

Janson Investment Company

By: _____