



**VIRTUAL LIVE ONLINE ("AUCTION") – MAY 10 AT 10 AM CT  
409.735 +/- ACRES IN 4 TRACTS IN MCHENRY COUNTY, ILLINOIS**

Murray Wise Associates and Farmland Solutions LLC. ("Auction Company") welcome you to bid YOUR price on the real estate offered at this auction.

**BIDDING PROCEDURES TO KEEP IN MIND:**

1. All bidding is open and public. You or your authorized representative must be registered and approved to bid.
2. Virtual Live Online Auction will begin Tuesday, May 10, 2022, at 10:00 AM CDT. The property will be offered in 4 individual tracts using the "Buyer's Choice" method of sale, whereas the high bidder can purchase any individual tract OR any combination of tracts for their high bid. Should the high bidder not select all available tracts, the remaining tracts will be offered with another round of bidding. Rounds of bidding will continue until no tracts are left. Bidding will be in dollars per acre. Final purchase price will be calculated by multiplying the high bid price by surveyed acres for tracts 1-4.
3. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, so be sure you have arranged financing, if needed, and are capable of paying cash at closing **on or before June 8, 2022**.
4. Minimum bid increments are at the discretion of the Auctioneer.

**TERMS OF SALE OUTLINED:**

1. The Agreement to Purchase Real Estate at Public Auction is available for review on the Murray Wise Associates website. **It is the responsibility of each bidder to review this information prior to the start of the auction.** The final bid price is subject to acceptance or rejection by Seller. The successful bidder will be required to sign the Agreement to Purchase Real Estate at Public Auction following the close of bidding for presentation to Seller.
2. A 10% down payment will be due immediately after being declared the high bidder(s). The down payment shall be made via a wire transfer as a non-refundable deposit. The balance of the contract purchase price is due in cash at the Closing. Purchaser(s) shall be prepared to wire transfer the balance of the Purchase Price, as adjusted pursuant hereto, plus or minus prorations, by confirmed electronic federal wire transfer of funds as a condition precedent to the transaction contemplated hereby (the "Closing") in accordance with the title insurer's wire transfer instructions received by the Purchaser (s) no later than two (2) days prior to the Closing. The down payment will be in the form of wire transfer and will be held by Chicago Title Insurance Company. **YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING.**

We have read these announcements  
& agree to the Auction conditions.

Buyer \_\_\_\_\_ Seller \_\_\_\_\_

3. The balance of the purchase price will be due at closing **which shall be held on or before June 8, 2022**. Closing requirements will be as specified in the Agreement to Purchase Real Estate at Public Auction. Possession will be given at closing, subject to the remaining rights of the current tenant under the 2022 crop lease, which expires on February 28, 2023. The farm lease will be assigned to the Purchaser(s) at closing. The Seller shall deliver or cause there to be delivered to the Purchaser(s) as of the Closing (subject only to the Permitted Exceptions contained in the Purchase Agreement) full, unencumbered, complete and unrestricted physical possession, occupancy, use, control and quiet and peaceable enjoyment of the Property.

4. The final purchase price will be calculated by multiplying the high bid price by surveyed acres for tracts 1-4. Final acres are as follows:

Tract 1: 79.716 Acres      Tract 4: 110.18 Acres  
 Tract 2: 119.642 Acres  
 Tract 3: 100.197 Acres

5. Survey work is done on Tracts 1–4 and these surveys are available for review at MurrayWiseassociates.com. No additional survey work will be provided by the Seller.

6. Seller agrees to deliver at Closing a recordable Trustee's deed conveying merchantable title to the Property, subject to the Permitted Exemption and providing title insurance as set forth in the Purchase Agreement.

7. 100% of the 2022 cash rent payment shall be credited to the Purchaser(s) at Closing and all 2022 expenses, if any shall be the responsibility of the Purchaser(s). For more information regarding the 2022 farm lease, contact the Auction Company. Cash rent payment to be credited to the Purchaser(s) at Closing is outlined below.

Tract	Acres	Rent Per Acre	Total Rent Paid to Purchaser (s)
1	80	\$ 275.00	\$ 22,000.00
2	107	\$ 275.00	\$ 29,425.00
3	83	\$ 275.00	\$ 22,825.00
4	10	\$ 275.00	\$ 2,750.00

8. The Seller shall pay all real estate general property (ad valorem) taxes for the Property for tax year 2021 due in 2022. The Purchaser(s) shall be responsible for the payment of all real estate general property (ad valorem) taxes for the Property for tax year 2022 due in 2023.

9. The sale of property shall include 100% of mineral rights owned by the Seller, if any.

10. The Auction Company has made available on its website such documents as tax bills, Agreement to Purchase Real Estate at Public Auction, aerial photographs, etc. **It is the responsibility of each bidder to review this information prior to the start of the auction.**

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Buyer \_\_\_\_\_ Seller \_\_\_\_\_

11. The real estate is being sold subject to these limitations: State and federal regulations, restrictions as to use or improvements of premises, any and all recorded or apparent easements including any utility, roadway, railway, and gas line easements, and any other limitations outlined in the Agreement to Purchase Real Estate at Public Auction.
  
12. The property is being sold on an **“AS IS, WHERE IS AND WITH ALL FAULTS”** basis, and no warranty or representation, either express or implied, concerning the property or its future use is made by Seller or Auction Company.
  
13. Murray Wise Associates LLC and Farmland Solutions LLC (collectively, “Auction Company”), and their representatives are the exclusive agents of the Seller.

Thank you for your interest in this property. If you have any questions, please feel free to contact one of our representatives.

**ANY ANNOUNCEMENTS MADE BY THE AUCTIONEER TAKE PRECEDENCE OVER THIS PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.**

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Buyer\_\_\_\_\_Seller\_\_\_\_\_

## **AUCTION TERMS AND CONDITIONS OUTLINED:**

**REGISTRATION:** All bidders are required to register at: [www.MurrayWiseAssociates.com](http://www.MurrayWiseAssociates.com) on or before Noon CDT on May 9, 2022. Each Bidder must provide current contact information, agree to the Auction Terms and Conditions contained herein ("Auction Terms"), and if requested, provide proof of their liquidity in an amount of at least their anticipated maximum bid. Liquidity must be in the form of cash, or cash equivalents, and must be available immediately without restriction.

Generally Acceptable Proof of Funds: recent bank statements, brokerage account statements, or bank letters.

A line of credit statement may be acceptable only if it is already closed and in place, has undrawn capacity, and may be funded immediately without bank approval.

Non-Acceptable Proof of Funds: loan pre-approval letters, term sheets, and the like, where the loan would be collateralized by the property up for auction and funded at escrow closing.

Capital call agreements and investor equity commitments are evaluated on a case-by-case basis.

Once the online registration form is filled out it will be automatically sent to Murray Wise Associates for approval to allow bidding. Auction Company *may* request a letter of recommendation from prospective bidder's financial institution stating funds are available for the 10% deposit and that bidder has the financial capacity for final purchase.

Should they be the high bidder, all Bidders agree to execute the non-negotiable Purchase Agreement, which will be posted to [MurrayWiseAssociates.com](http://MurrayWiseAssociates.com) prior to bidding commencement ("Purchase Agreement").

## **BIDDING:**

### Submission & Acceptance of Bids:

- Each placed Bid is IRREVOCABLE, final upon submission, and constitutes a legally binding commitment to purchase such Property.
- A Bid will be considered accepted when the Seller both executes and delivers the Purchase Agreement.
- The Seller reserves the right to accept any Bid.
- No Bid shall be binding on any Seller. The Seller shall only be bound by a Purchase Agreement once such Purchase Agreement (i) has been fully and properly executed and delivered by both Seller and Bidder/Buyer, and (ii) the full amount of the Earnest Money Deposit has been paid by Bidder/Buyer in accordance with the instructions provided in the Purchase Agreement.

### Right to Increase Bid

- During a Sale Event, the Bidder's screen will display a countdown clock, the current bid and the amount of the minimum bidding increment (the "Bid Increment").
- Auction Company reserves the right to extend the time period during which bidding is open and to change the amount of the Bid Increment.

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Buyer \_\_\_\_\_ Seller \_\_\_\_\_

**ACCEPTANCE OF BID PRICES:** The winning Bidder must be available by phone within two (2) hours of the sale to go over specifics of the sale, including the execution of the Purchase Agreement and all documentation involved in the purchase. The Bidder's execution of the Purchase Agreement only entitles such Bidder to have his, her or its Bid considered by Seller, and does not require the Seller to sell the Property to such Bidder (regardless of whether a Bidder submits the highest Bid). If the Bidder receives a Purchase Agreement, the Bidder will execute and deliver the Purchase Agreement without modification. If a Bidder is bidding on behalf of an entity, the Bidder may be required to provide sufficient documentation demonstrating authority and ability to Bid on Property and enter into the Purchase Agreement on behalf of such entity (i.e., organizational documents and other corporate, limited liability company, or entity authorizations with respect to such entity).

**RESERVE PRICE:** This will be a reserve auction and the Property will have a reserve price ("Reserve Price"). The starting bid is not the Reserve Price and if the highest Bid is below the Reserve Price, the Seller is under no obligation to sell the Property. The Seller may elect to sell a Property to a Bidder who submits a Bid that is below the Reserve Price. The Seller has sole and absolute discretion, to reject or accept a Bid for any reason (regardless of whether such Bid is the highest Bid).

**ACREAGES:** All acreages are approximate and have been estimated based upon current legal descriptions, FSA records and aerial mapping software.

**AGENCY:** Farmland Solutions LLC & Murray Wise Associates LLC are the exclusive agents of the seller.

**DISCLAIMER AND ABSENCE OF WARRANTIES:** All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the purchase agreement. **ANNOUNCEMENTS MADE BY THE AUCTIONEER DURING THE TIME OF THE SALE WILL TAKE PRECEDENCE OVER ANY PREVIOUSLY PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.** The Property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either express or implied, concerning the Property is made by the Seller, Farmland Solutions LLC, or Murray Wise Associates. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the Property. The information contained in this brochure is believed to be accurate but is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by the Seller, Farmland Solutions LLC, or Murray Wise Associates. All sketches and dimensions in this brochure are approximate. All acreages are approximate and have been estimated based on legal descriptions or aerial photographs. Conduct at the auction and increments of bidding are at the direction and discretion of auctioneer. The Seller and Farmland Solutions LLC and Murray Wise Associates reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the auction company are final. Under no circumstances shall Bidder have any kind of claim against Farmland Solutions LLC, Murray Wise Associates LLC, or anyone else if the internet service and/or auction software fails to work correctly before or during the auction.

**NEW DATA, CORRECTIONS AND CHANGES:** Please access the electronic data room prior to scheduled auction time to inspect any changes, corrections, or additions to the Property information.

**Seller:** R.A.M.D., LLC an Illinois limited liability company, as sole beneficiary of Chicago Title Land Trust Company as Trustee (formerly LaSalle National Bank) under Trust Agreement dated November 23, 1977 and Known as Trust Number 10-22846-08.

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