

Jackson & Associates, Inc.

P.O. Box 216
Eddyville, Illinois 62928
618-672-5111

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

Property # _____ Date: _____

Target Sales Price: \$ _____ Listing Agent: _____

This Exclusive Right To Sell Listing Agreement is made by and between Jackson & Associates, Inc., referred to hereinafter as "Broker", and _____, of _____, with a telephone number of _____, referred to hereinafter as "Owner".

The real estate subject to this Exclusive Right To Sell Listing Agreement (referred to hereinafter as the "Property") is described as: _____

_____ in _____ County, Illinois,.

The Property shall include the following items of personal property:

SECTION I: TERM OF LISTING

The rights and obligations created by this agreement will begin on the date this agreement is signed, and will terminate at 11:59 on _____. This listing is renewable by Owner beyond the termination date by appropriate addendum executed by both parties. Seller further allows BROKER a reasonable time after termination of this Agreement to close any transaction on which earnest money is then deposited. No extension or renewal of this Agreement shall be effective unless it is in writing signed by SELLER and BROKER.

SECTION II: OBLIGATION OF BROKER

Broker will undertake to find a buyer for the property. Broker will: (a) Include it with the other listings it maintains; (B) Place a suitable sign on the premises; (c) Notify Owner promptly of prospective buyers; and (D) Show the property to prospective buyers. Broker will pursue these duties and obligations with diligence. Owner understands that this agreement does not guarantee the sale of the Property.

SECTION III: BROKER'S COMMISSION

Broker will receive a commission of _____% of the gross selling price when:

- (A) Broker procures a buyer who is ready, willing, and able to purchase the property on the terms established in this agreement or on terms more advantageous to Owner;
- (B) Owner actually sells the property to a purchaser procured by Broker or by any other broker during the term of this listing; or
- (C) Within 180 days after the termination of this listing, the property is sold by Owner or by any other person to a buyer who was first submitted to Owner during the term of this listing. During the protection period, a valid, written brokerage agreement is entered into with another licensed real estate broker.

SECTION IV: TYPE OF LISTING

This listing is and will be considered by the parties to be an exclusive right to sell listing and Broker's right to a commission will arise on the sale of the Property to a buyer who is procured by owner or any broker. Owner shall promptly refer all inquiries regarding the Property to Broker.

SECTION V: BROKER'S AUTHORITY TO RECEIVE DEPOSIT

Broker is authorized to receive a deposit from any purchaser who offers to buy the property, and will promptly notify Owner of the receipt of any deposit. The deposit will be considered accepted only when Owner accepts buyer's offer. **SHOULD ANY DEPOSIT RECEIVED BE FORFEITED, ONE-HALF MAY BE RETAINED BY BROKER FOR SERVICES RENDERED AND THE BALANCE WILL BE PAID TO OWNER.**

SECTION VI: INDEMNITY AND ATTORNEY'S FEES

Owner shall indemnify and hold harmless Broker and or any of its employees or agents from all claims, disputes, litigation and/or judgments arising from this agreement. If Broker becomes a party to any dispute or litigation related in any way to this agreement, Owner shall pay to Broker, in addition to all other amounts that Owner may be called on to pay, all reasonable attorneys' fees and costs incurred by Broker in relation to said dispute.

SECTION VII: OWNER'S COVENANT TO SELL

Owner agrees to furnish to a purchaser an owner's title insurance commitment insuring purchaser to the full amount of the purchase price against loss or damage because of defect in the title of seller, subject to the standard exceptions or exclusions, and further agrees to furnish a _____ deed conveying a good and sufficient title to the property. Owner understands that procurement of a ready, willing and able purchaser by Broker will entitle Broker to the commission specified in this agreement notwithstanding failure of owner to convey for any reason. Owner acknowledges receipt of a copy of this agreement.

SECTION VIII: GOVERNING LAW

The construction and performance of this agreement shall be governed by the laws of the State of Illinois. By executing this agreement, Owner agrees to venue and in person am jurisdiction in the circuit courts of Pope County, Illinois. Owner waves any right to a jury trial which may exist in any action brought as a result of this agreement. Owner further waives its right, if any, to file an action against Broker in federal court and it right to remove an action filed by Broker to Federal Court.

SECTION IX: AUTHORIZATIONS

Owner expressly authorizes Broker to do the following:

1. To place a "FOR SALE" sign on the Property;
2. To pick up F.S.A. aerial photos and agricultural information relative to the Property;
3. To obtain a photocopy of any Note and the pay off on any loan secured by an interest in the Property;
4. To obtain complete information as to past bills for utilities furnished to the Property from any utility, public or private.
5. SELLER authorizes and directs The Department Of Agriculture (USDA) to release ANY AND ALL maps, CRP contracts, EZ-forms as deemed necessary for the sale of the property.

SECTION X: MINERAL RIGHTS

ALL MINERAL RIGHTS TO BE RETAINED BY SELLER'S: YES NO

(IF CHECKED NO ALL OWNED MINERAL RIGHTS WILL PASS WITH THE SALE TO THE BUYER'S, Or All Mineral Rights Are Owned By A Previous Owner)

SECTION XI: DESIGNATED AGENT

Broker designates _____, (SELLER’S Designated Agent”), a sales associates(s) affiliated with BROKER as the only legal agent(s) of the SELLER, BROKER reserves the right to name additional designated agents when in BROKER’S discretion it is necessary. If additional designated agents are named, SELLER shall be informed in writing within a reasonable time. SELLER understands and agrees that this agreement is a contract for BROKER to market SELLER’S property and that SELLER’S Designated Agent(s) is (are) the only legal agent(s) of SELLER. SELLER’S Designated Agent will be primarily responsible for the direct marketing and sale of SELLER’S property.

SELLER SHALL INDEMNIFY AND SAVE AND HOLD JACKSON & ASSOCIATES, INC. AND ITS AGENTS HARMLESS FROM ALL CLAIMS, DISPUTES, LITIGATION, JUDGMENTS AND COSTS ARISING FROM ANY MISREPRESENTATION MADE BY THE SELLER, INCORRECT INFORMATION SUPPLIED BY THE SELLER OR PROBLEMS WITH THE PROPERTY WHICH WOULD TEND TO DECREASE THE VALUE OF THE PROPERTY OR ANY OTHER LATENT DEFECTS WITH THE PROPERTY WHICH ARE KNOWN TO SELLER AND SELLER FAILS TO DISCLOSE.

DISCRIMINATION: IT IS ILLEGAL FOR EITHER THE OWNER OR THE BROKER TO REFUSE TO DISPLAY OR SELL TO ANY PERSON BECAUSE OF MEMBERSHIP IN A PROTECTIVE CLASS, E.G.: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT.

Owner

Owner

Address

Address

Address

Address

Phone

Phone

Broker: _____
Jackson & Associates, Inc.

Jackson & Associates, Inc.
by its agent

Jackson & Associates, Inc.

P.O. Box 216
Eddyville, Illinois 62928
618-672-5111

**Consent to Release Records
U.S. Department Of Agriculture**

FULL NAME: _____
CURRENT ADDRESS: _____
DATE OF BIRTH: _____
SS#: _____

I consent to have my records to be released.

I declare under penalty of perjury under the laws of the United State America that the foregoing is true and correct, and that I am the person named above, and I understand that any falsification of this statement is punishable under the provisions of 18 U.S.C. Section 1001 by a fine of not more than \$10,000 or by imprisonment of not more than five years or both, and that requesting or obtaining any record(s) under false pretenses is punishable under the provisions of 5 U.S.C. 552a(i)(3) by a fine of not more than \$5,000.

Sign and Date

Further, pursuant to 5 U.S.C. 552a(b), I authorize the U.S. Department of Agriculture to release any and all information relating to me to: _____

Sign and Date

