

CASS COUNTY LAND AUCTION

T44N - R31W - Section 18



46 Acres M/L
Tillable @ 25.56 Acres

**House, Machine Shed, Dog Kennel,
Out Buildings**

Land sells then personal property

**Personal Property Selling, Includes:
John Deere 3025E FWA Tractor / Loader,
Frontier Mower, Tiller, Polaris XP 1000
4x4, Generator and Misc.**

10 A.M. MONDAY, NOVEMBER 11, 2024
28108 BUFORD RD., HARRISONVILLE, MO 64701

Property Location: 2 1/2 miles Southwest of Harrisonville. At the HWY 7 East interchange on I-49, go West on 275th Street 2 miles, turn South on Buford for 1 1/4 miles.

SELLER: SANDRA J. FOSTER

Wheeler 
AUCTIONS & REAL ESTATE

23101 HWY. 24, PARIS, MO 65275 | 660-327-5890
WWW.WHEELERAUCTIONS.COM

Chas Wheeler Owner/Auctioneer 636-795-4552
Charlie Nordwald 816-797-5450
Mike Williams 217-248-2906
Kirby Fecht 573-881-1876
Brett Sayre

Live On-Site Auction with Internet Bidding Available

**For Sale Information Contact
Mike Williams
816-797-5450**

mwauctions@ctcis.net



KEVIN AND SANDRA FOSTER



Welcome to the Foster Land and Personal Property Auction. Since Kevin's passing in July 2022, Sandra has decided to sell the property and move closer to family. We will offer 46 taxable acres per the assessor, of crop land, buildings, and extremely good Deer and Turkey hunting ground on Monday, November 11th at the farm. The personal property will sell following the land sale.

This great location just Southwest of Harrisonville offers country living, income producing ground that is bordered by a large creek with both convenience to Harrisonville and country solitude. It is a great location to build a new home with outbuildings and previously a dog kennel where the Fosters sold purebred Boxers.

This Foster Farm was purchased in 1896 and residency was established in 1904. It has never been offered for sale and represents a history of family and stewardship.

Pictures of the personal property to sell and a brief property description are within this prospectus. The old residence will be shown by appointment only but feel free to drive the property at your leisure when the ground is dry.

Please plan to be with us on Monday, November 11th to bid on and buy this outstanding piece of Real Estate.

Chas and Mike

View this farm at your leisure when the ground is dry or frozen. Drone Land videos are available at wheelerauctions.com

**For Sale Information Contact:
Wheeler Auction Representative,**

**Mike Williams
816-797-5450**

SALE DAY CELL PHONES

**Chas Wheeler 573-473-2508
Mike Williams 816-797-5450
Charlie Nordwald 636-795-4552
Kirby Fecht 217-248-2906
Brett Sayre 573-881-1876
Chris Butcher 309-255-0123**

mwauctions@ctcis.net • Website: www.wheelerauctions.com

**Visit WheelerLive or call
Paige Sayer 308-760-4333 for
information regarding added online
purchasing fees or registration questions.**



AUCTION TERMS AND CONDITIONS

T44N – R31W – Section 1

Sale Date: Monday, November 11, 2024

Offering: 1 Tract of 46 Acres M/L

Sale Location: 28108 Buford Rd., Harrisonville, MO 64701

Method & Order of Auction: We will offer the Land at 10:00 A.M. and the Personal Property will sell following the Land Auction. The land will sell by the acre dollar amount and 46 acres will be the multiplier to calculate the final selling price. This land sale is not contingent on any financing needed by a buyer to close the transaction. Make sure you have your financing, if needed, in order prior to bidding or buying this property. **Property sells with the confirmation of the bid price by the seller. This will be a live onsite auction with internet bidding available through WheelerLive. Internet bidders must be preapproved 24 hours prior to the auction.**

Contract: Immediately following the conclusion of the Real Estate Sale, we will write, sign, and receive the escrow/earnest money of 10% down Payment. **Payment check is non-refundable and payable to Coffelt Land Title Inc.**

Escrow/Down Payment: Upon execution of the Land Sale Contracts, the purchaser will pay by check and not in cash an amount equal to ten percent (10%) of the purchase price as earnest money made payable to Coffelt Land Title Inc., as escrow agent for delivery to the seller at the time of closing. The balance of the purchase price shall be paid by the purchaser to the seller at closing.

The ten percent (10%) nonrefundable down payment will be made the day of auction, upon signing a purchase agreement immediately following the close of bidding. The down payment may be paid in the form of personal check, business check, or cashiers check. The remainder of the purchase price is payable at closing. **YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING.** Be sure you have arranged financing, if needed, and are capable of paying the balance at closing.

Closing: The closing of these transactions has been established to be on or before **Friday, December 13, 2024** at the office of Coffelt Land Title Inc., 401 S. Lexington St, Harrisonville, MO 64701

Tenant/Possession: There is No Tenant Agreement in place for 2025 crop year. The corn has been harvested and possession will be at closing. Area farmers are interested in farming the crop ground in the event a non-farming entity purchases the land.

Sandra is currently living in the farm house, but will vacate the property prior to closing. Possession of the house and farm stead will be granted at closing.

Taxes: The 2023 taxes were in the amount of \$1,714.41. The 24' taxes will be paid by the seller and the new buyer will be responsible for the 2025 taxes and beyond.

Utilities: Osage Valley Electric, Butler, MO has a meter at the farm.

Water: Public Water Supply District #9, Harrisonville, Mo has a meter for the farmstead.
Avg. water bill is \$25 a month.

Schools: The property is in the Harrisonville R-9 School District

Title: Sellers shall provide and execute a proper deed conveying the real estate to the buyer(s). **Seller to pay for title insurance premium including title search and examination fees.** Buyer to pay any lender fees, search premiums, or appraisals necessary to secure buyers funds for closing. **Buyer and seller will split the closing costs.**

Mineral Rights: The sale shall include 100% of the mineral rights owned by the sellers.

Easements: Standard Utility, Roadway and Water easements will be in place on the property.

Acreage/Survey: The property will sell as 46 Deeded Acres with 46 acres as the Cass County Assessors Taxable Acres. The property has not been surveyed.

Agency: Wheeler Auctions & Real Estate and its representatives are Exclusive Agents for the sellers.

Disclaimer: 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 either the sellers or the auction company. Each bidder is responsible for conducting its own independent inspections, investigations, and all due diligence concerning the property and the auction. Information contained in this brochure is subject to verification by all parties relying on it. Diagrams/dimensions in this brochure are approximate. Acreage is estimated. All information contained in this brochure and any related materials are subject to the terms and conditions of sale outlined in the purchase contract. Auction conduct and bidding increments are at the sole direction and discretion of the auctioneer. All decisions of the auctioneer are final. The sellers and the Auction Company reserve the right to preclude anyone from bidding if there is a question as to the person’s credentials, fitness, intent, etc.

New Data, Corrections and Changes: Please arrive prior to scheduled auction time to inspect any changes, corrections or additions to the property information. **ALL ANNOUNCEMENTS AND INFORMATION GIVEN FROM THE AUCTION PODIUM SHALL TAKE PRECEDENCE OVER PREVIOUSLY PRINTED OR STATED ADVERTISEMENT.**

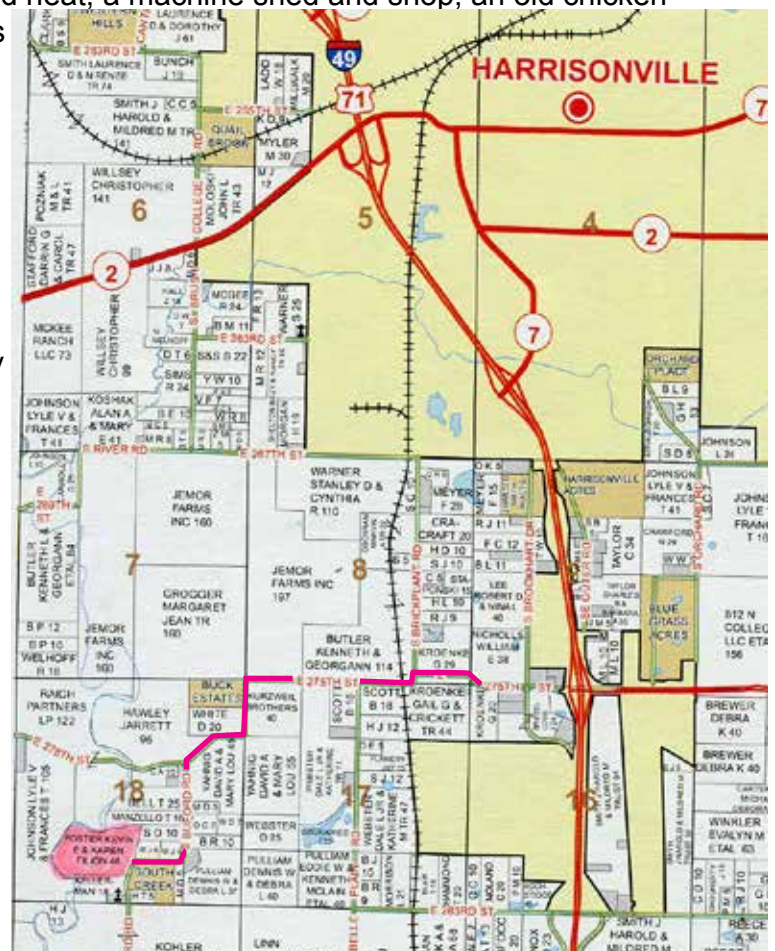
NO BUYERS PREMIUM – what you bid is what you pay

About the Home: Sandra currently lives in the home that was built in 1880. It is a 1 ½ story, 1068 sq.ft. Home that has central AC, and Propane heat. An auxiliary wood burning furnace is available and was used frequently when Kevin was alive. It is very functional. The house has not had any updates for years but may be used to live in, rent, or you may wish to demolish it and build on a wonderful home site. The house will be available on sale day for viewing or by appointment only.

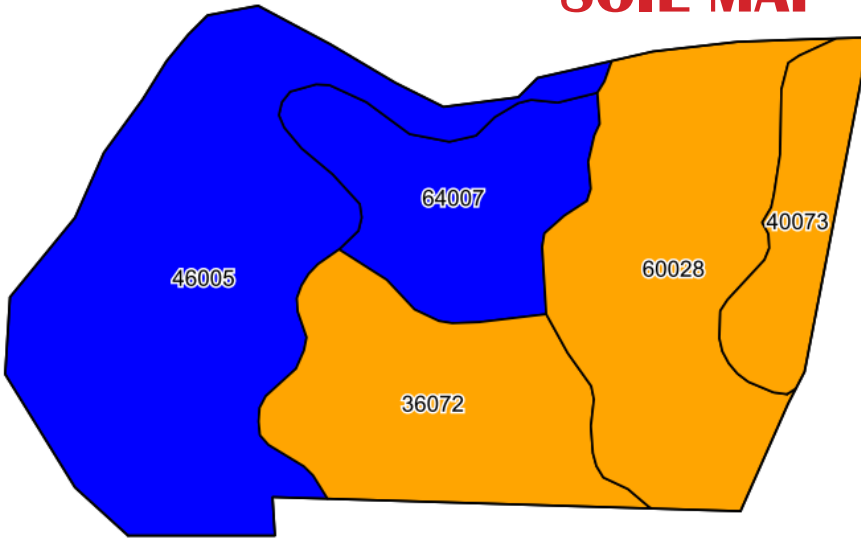
The other out buildings include a Dog Kennel with air and heat, a machine shed and shop, an old chicken house, a storage building and unattached garage. This farmstead has mature trees and represents a usable set of buildings for your convenience or pleasure.

A nice pond stocked with Bass, Catfish, Crappie and picnic area sits to the Northwest of the farmstead. Deer and Turkey are prevalent on the property and run the big creek as a corridor for travel. There is no hunting permission granted to anyone for the property however Sandra will allow the new buyer access if they wish to hunt deer in the upcoming deer season.

This will be a live auction with internet bidding available thru Wheeler Live. Your bidding and buying is not contingent on financing and is not subject to any inspections to close the sale. Home may be shown by appointment only: Contact Mike Williams 816-797-5450 for appointment or questions about the home or auction.



SOIL MAP

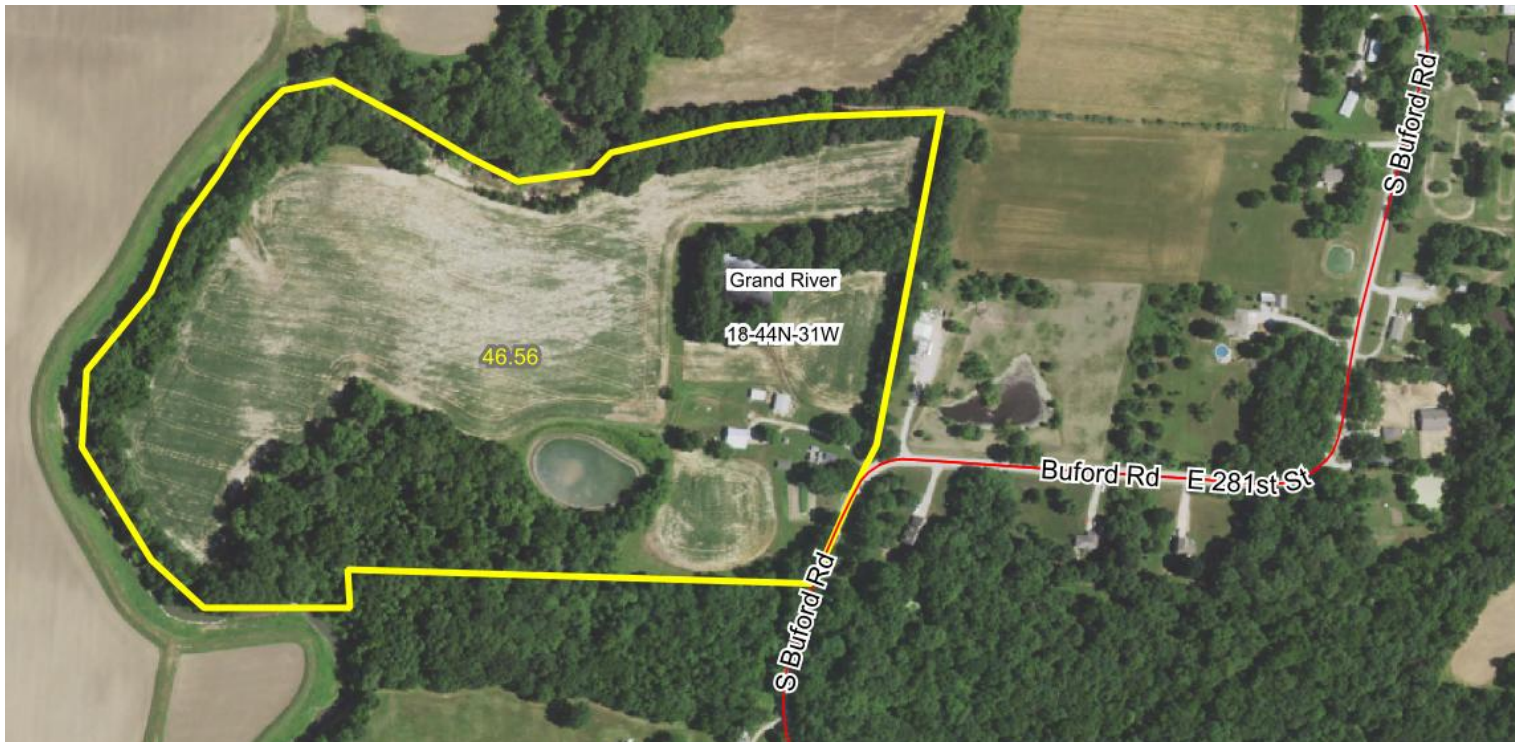


Area Symbol: MO037, Soil Area Version: 26

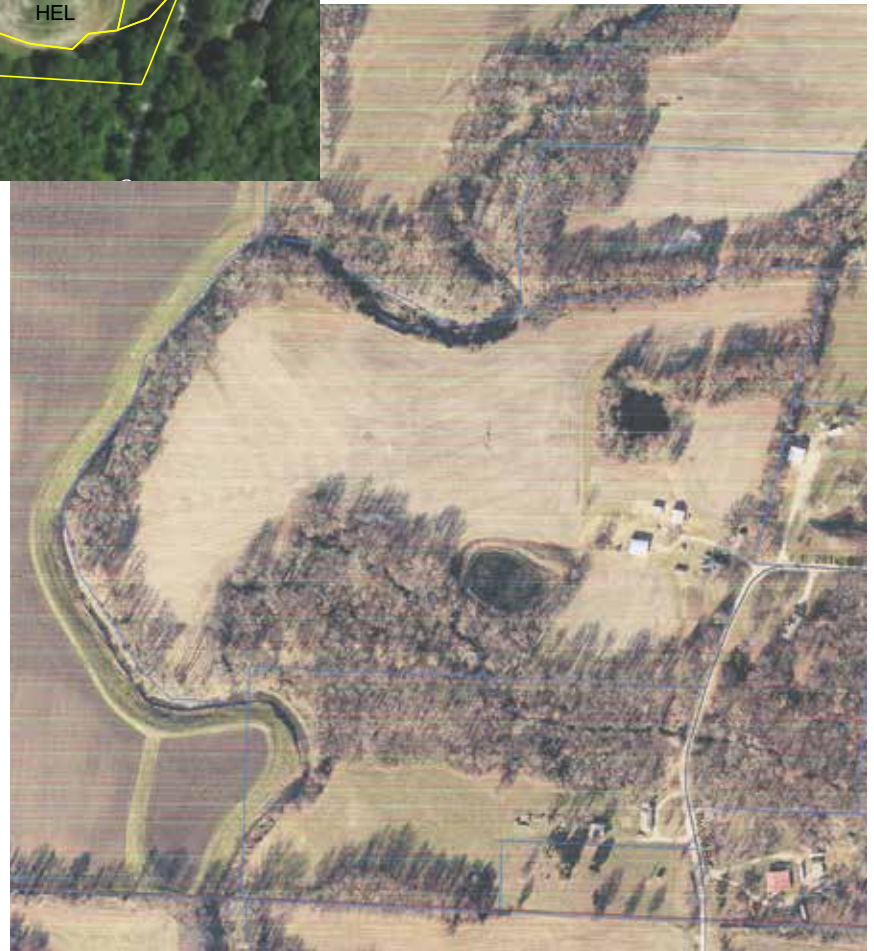
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend
46005	Verdigris silt loam, 0 to 1 percent slopes, occasionally flooded	17.25	37.0%	Blue
60028	Weller silt loam, 5 to 9 percent slopes, eroded	11.35	24.4%	Orange
36072	Blackoar silt loam, 1 to 4 percent slopes, frequently flooded	8.24	17.7%	Orange
64007	Freeburg silt loam, 0 to 2 percent slopes, occasionally flooded	6.27	13.5%	Blue
40073	Kenoma silt loam, 4 to 7 percent slopes	3.45	7.4%	Orange



TRACT MAP



FSA MAP



FSA DATA

Crop Election Choice		
ARC Individual	ARC County	Price Loss Coverage
None	CORN, SOYBN	None

DCP Crop Data				
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	16.35	0.00	124	0
Soybeans	16.35	0.00	29	0
TOTAL	32.70	0.00		

PHOTO GALLERY



Personal Property

John Deere 3025E FWA,
SN-1LV3025EKNN160136, 54.4 hours
with 300E 5' front end loader & bucket
Frontier RC 2048 3pt Brush Hog
Frontier RT3049 3pt Soil Tiller
2022 Polaris XP 1000 4x4 Ranger,
100.4 hours



2019 GE 8000E Generac Portable
Generator, Model 10000003560
3pt tractor weight bucket

Dog wash or Utility Sink on wheels

Miscellaneous Fans

Portable dog kennels

Dog Pens

Ladders

Misc. PVC pipe and Lumber

Steel posts

Garden Seeder

Power Sprayer

Floor Jack

Misc. tools

Drill Press

Aluminum truck tool box

Other miscellaneous, may sell as building contents



AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

THIS AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION (later called the "Agreement"), made and entered into as of this eleventh day of November, 2024 by and between Sandra J. Foster (hereinafter the "Seller") and _____

(Or assigned hereinafter the "Purchaser"), as the highest bidder on the property (as defined in Paragraph 1) at the public auction on this date (the "Auction"), is made subject to the following terms, covenants and conditions:

1. PROPERTY:

One track of Land located in Cass County, T44N – R31W – Section 18 with a physical address of 28108 S. Buford Rd., Harrisonville, MO 64701 consisting of 46 acres M/L with the complete legal description on the recorded deed. The property sells by the acre with 46 acres to be used as the multiplier to establish the final selling price.

2. PURCHASE PRICE: Purchaser agrees to pay to the Seller the total sum of

_____ (the "purchase price").

Purchase price is figured from:

Upon execution of this agreement, the Purchaser will pay by check and not in cash

(which amount is equal to ten percent (10%) of the Purchase Price as Earnest Money made payable to and to be held in the escrow account of Coffelt Land Title Inc. 401 S. Lexington St., Harrisonville, MO 64701 as escrow agent, there under for delivery to the Seller at the time of closing or as otherwise provided for herein.

The balance of the Purchase Price shall be paid by Purchaser to the Seller at closing in cash or form of payment acceptable to the Seller.

3. TITLE: Seller shall furnish Purchaser with an Owners Title Insurance Commitment (Title Commitment), issued by Coffelt Land Title Inc. 401 S. Lexington St., Harrisonville, MO 64701 **Title insurance premium paid for by the sellers.** The Title Commitment shall commit the subject title company to issue Purchaser its standard owner's policy in the amount of the purchase price, showing title to the Property in the name of the Seller. In the event that the Seller is unable to convey the Property in accordance with the terms of this agreement, Purchaser shall elect to either (a) take the Property encumbered with the objectionable exceptions to the title and waive any and all objections thereto without abatement of the Purchase Price, or (b) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect.

4. SURVEY/ACREAGE: The property will sell as 46 Deeded Acres with 46 acres as the Cass County Assessors Taxable Acres. The property has not been surveyed.

5. CLOSING: The "Closing" shall take place on or before **Friday, December 13, 2024** at a time designated by the seller and agreed upon by Purchaser. Concurrently with the Closing, Purchaser shall pay to the Seller the Purchase Price, less the Earnest Money as provided for herein. Upon full receipt of the entire Purchase Price by Seller, Seller shall deliver to Purchaser special warranty deeds from each selling entity conveying title in the property to the Purchaser. Seller and Purchaser agree to execute any real estate transfer declarations required by the state, county or municipality in which the Property is located. The Seller and Purchaser agree to provide and to execute such further documents as may be necessary or customary to close this Agreement (e.g., Seller Affidavit; FITPTA Affidavit; Organizational documents and closing statement). Purchaser shall be entitled to possession on or before closing (See Special Agreements below). **The purchaser and seller will split the charges for closing costs and conveying the deed.**

6. CASUALTY: Seller will keep the Property and Improvements insured until closing. If the improvements on the property are substantially damaged or destroyed by fire or other casualty prior to closing, then Buyer will have the option of accepting all of the insurance proceeds and proceeding to close this Agreement, or terminating this Agreement. If this Agreement is terminated due to this paragraph then the earnest money will be returned to the Buyer.

7. WARRANTIES: Purchaser acknowledges that Purchaser has been given an opportunity for a full inspection of the property and related information and further acknowledges with respect to this agreement that Purchaser is satisfied in all respects with the condition of the Property and all matters pertaining thereto. Purchaser accepts the Property "as is" and in its present condition with Purchaser assuming risk thereof. Purchaser understands that Seller makes no warranty or representation of any kind, either implied or expressed or arising by particular purpose of the Property or any portion thereof, and in no event shall Seller be liable for consequential damages. Purchaser acknowledges that Seller has not agreed to perform any work on or about the Property as a condition of Purchaser's purchase of it.

8. MINERAL RIGHTS: One hundred percent (100%) of the mineral rights owned by Seller with respect to the Property, if any, shall be conveyed to Purchaser at Closing.

9. REAL ESTATE TAXES AND ASSESSMENTS: The 2024 taxes are paid by the seller. The 2025 taxes will be the sole responsibility of the new Buyer.

10. DEFAULT: If Purchaser fails to perform any obligation imposed by this Agreement, Seller may serve written notice of default upon Purchaser and if such default is not corrected within ten (10) days thereafter, then, at the option of the Seller, this Agreement shall terminate and the Seller shall be entitled to retain the Earnest Money paid hereunder as liquidated damages. The foregoing remedy in the event of default is not intended to be the exclusive remedy of Seller, and Seller shall have the right to seek any other remedies available at law or equity. Default by Purchaser shall entitle Seller to court costs and reasonable attorney's fees incurred in enforcing the provision of this Agreement.

In the event of failure of Seller to perform the obligations imposed by this Agreement, Purchaser's remedy hereunder is to terminate this Agreement and receive a refund of the Earnest Money upon similar notice served upon Seller and similar expiration time period.

The foregoing remedy in the event of default is not intended to be the exclusive remedy of Purchaser, and Purchaser shall have the right to seek equitable remedy of specific performance. Default by Seller shall entitle Purchaser to court costs and reasonable attorney's fees incurred in enforcing the provision of this Agreement.

The Escrow Agent, upon receiving an affidavit from the non-defaulting party stating that this Agreement has been terminated as provided herein, shall be entitled to rely upon such affidavit and shall deliver the earnest money to the non-defaulting party.

11. ENVIRONMENTAL: The Purchaser acknowledges that the Seller has not made and hereby disclaims any and all representations and warranties, either express or implied, regarding the environmental condition of the Property. The Purchaser shall rely upon its own independent investigation, inspection, inquiry, analysis, and due diligence to evacuate and ascertain the environmental condition of the Property. The Purchaser has been advised that the Property is being sold "as is-where is" and that Seller is not representing or warranting that the condition of the Property is in accordance or compliance with any past, present, or future federal, state or local environmental laws, regulations, requirements, or standards.

As a matter of policy, Seller makes it a practice to expressly advise any purchaser that the improvements on the Property include materials, which may contain asbestos and/or lead paint, and encourages Purchaser to investigate specifically whether asbestos containing materials exist on the Property.

12. PROVISIONS RELATING SPECIALLY TO SELLER/TRUST/ TRUSTEES/ EXECUTOR AND THEIR RESPECTIVE SPECIAL CIRCUMSTANCES: Trustee/Executor Disclaimer. Each fiduciary comprising Seller executes this instrument only in its representative capacity and shall not be bound or obligated hereunder except in such capacity. Purchaser acknowledges and agrees that this Agreement is made by such fiduciaries solely in their fiduciary capacity as described in the signatures affixed hereto, and that such fiduciaries shall not be liable for any breach or any failure to perform any obligation under this Agreement except from assets held in the fiduciary capacity described.

13. PROVISIONS RELATING TO THE AUCTION COMPANY/ AUCTIONEER/BROKERS/FINDERS/AGENTS:

(a) This Agreement is solely between Seller and Purchaser. Wheeler Auctions & Real Estate, L.L.C. (the "Auction Company") and its licensed auctioneers are employed by the Seller. The Auction Company and its auctioneers shall not be liable for any patent or latent defects or deficiencies existing in the Property, improvements or other appurtenant structures thereon, nor for any information provided to the Purchaser. The Purchaser acknowledges that it has conducted its own independent investigations, inspections, inquiries and due diligence concerning the Property.

(b) Commission. Notwithstanding any other provisions of this Agreement, the right to commission, if any, payable to any agent representing either party to this Agreement shall not vest until the transaction is closed, and shall be payable only out of proceeds of closing and said agent shall have the right to one-half of all Earnest Money forfeitures.

14. IRS 1031 TAX EXCHANGE DECLARATION (Optional):

The Purchaser has the option to qualify this transaction as part of a tax-deferred exchange under Section 1031 of the Internal Revenue Code of 1986 as amended. Sellers agree that Purchaser may assign this Agreement to an exchange intermediary of Purchaser's choice. Purchaser agrees that any and all additional expense, if any, shall be borne by Purchaser and Sellers agree to fully cooperate to complete the exchange.

Seller hereunder reserves the right to exchange, for other property of like kind and qualifying use within the meaning of Section 1031 or Reverse Section 1031 of the Internal Revenue Code of 1986, as amended and the Regulations promulgated there under, fee title in the property which is the subject of this Contract. Seller expressly reserves the right to assign its rights, but not its obligations, hereunder to a Qualified Intermediary as provided in IRC Reg. 1.1031(k)-1(g)(4) on or before the closing date.

15. MISCELLANEOUS:

(a) Jurisdiction and Venue. This Agreement shall be construed in accordance with the laws of the State of Missouri. Venue shall be in the county where the property is located.

(b) Severability. Any provision of this Agreement which is unenforceable or invalid, or the inclusion of which would affect the validity, legality, or enforcement of this Agreement shall be of no effect, but all the remaining provisions of the Agreement shall remain in full force and effect.

(c) Written Modifications/Amendments Only. This Agreement may not be modified or amended except by a subsequent agreement in writing signed by Sellers and Purchasers.

(d) Waiver. The Purchasers and Sellers may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such condition or obligation.

(e) Entire Agreement. This Agreement contains the entire agreement of the parties and no representations, warranties or agreements have been made by either of the parties except as set forth in this Agreement.

(f) Heirs, Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Seller and Purchaser and their respective heirs, successors, and permitted assigns, provided, however, that Purchaser may not assign its rights or obligations hereunder without the prior written consent of the Seller.

(g) Time is Of the Essence. The time for performance of the obligations of this Agreement is of the essence.

(h) Notice. All notices shall be in writing and shall be deemed to have been properly delivered as of the time of delivery if personally delivered or as of the time deposited in the mail systems if sent by United States certified mail, return receipt requested, and postage prepaid.

16. FSA/NRCS:

(a) Seller is obligated to maintain any current FSA Program and Basis on the above listed real estate. Buyer agrees to the division of FSA Program data as a percent of cropland acres per tract. Buyer assumes the responsibility of any and all FSA or NRCS Programs currently in place. Buyer will be required to maintain and comply with FSA regulations of the CRP contracts if any.

17. Tenant Rights: There is no tenant rights in place for 2025 or beyond.

18. SPECIAL AGREEMENTS: (Buyer initial on line provided)

_____ Sandra Foster will vacate the property prior to closing.

_____ Possession is given at closing.

_____ Any remaining personal property at closing becomes the property of the new owner for their use or disposal.

_____ Hunting and Fishing rights are granted to the new buyer immediately following the signing of the contract and the escrow money is received.

IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

SELLER:

PURCHASER:

Sandra Jean Foster
28108 S. Buford Rd.
Harrisonville, MO 64701

Date _____

Coffelt Land Title Inc.
401 S. Lexington St.
Harrisonville, MO 64701
816-380-3441
John Bastion, jbastion@coffeltlandtitle.com
Emma Goss, egoss@coffeltlandtitle.com
hvclosings@coffeltlandtitle.com

Address _____

City, State, Zip _____

Phone _____

Email _____

Lender Contact _____

