

# WEDNESDAY, APRIL 30, 2025 at 10 AM

AUCTION LOCATION: HOLY ROSARY ACTIVITY CENTER
405 SOUTH MAIN, MONROE CITY, MO 63456

PROPERTY LOCATION: 44331 Juniper Lane, Monroe City, MO 63456
From Highway 36/24 and Highway Z overpass north of Monroe City, MO, go east 3 miles to Highway J, turn and go south 1.3 miles to Juniper Lane, turn left and go east 1.3 miles to the Garner Property on the right.



150 +/- ACRES OFFERED IN TWO TRACTS IN TOWNSHIP 56N, RANGE 7W, SECTION 13 IN RALLS COUNTY, MO.

# SELLERS: JAMES WAYNE & SUSAN GARNER



For more information Charlie Nordwald 636-795-4552 wheelerauctions.com

# RALLS COUNTY

# **REAL ESTATE AUCTION**

WEDNESDAY, APRIL 30, 2025 AT 10 AM

PRE-AUCTION VIEWING
WEDNESDAY, APRIL 16 FROM 2 PM TO 4 PM

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PROPERTY LOCATION: 44331 Juniper Lane, Monroe City, MO 63456 From Highway 36/24 and Highway Z overpass north of Monroe City, MO, go east 3 miles to Highway J, turn and go south 1.3 miles to Juniper Lane, turn left and go east 1.3 miles to the Garner Property on the right.

# 150 +/- ACRES OFFERED IN TWO TRACTS IN TOWNSHIP 56N, RANGE 7W, SECTION 13 IN RALLS COUNTY, MO. THE GARNERS ARE RETAINING THEIR HOUSE AND SUPPORT BUILDINGS SO THEY WILL NOT BE APART OF THE AUCTION.

TRACT 1: Consists of 74 +/- acres lie on the west side of the Garner Property with frontage and access from Juniper Lane which runs along the entire north side of the tract. The tract is primarily open and currently being used for crop production with the exception of a couple wooded fence rows and two narrow strips of timber in the south part of the tract.

TRACT 2: Consists of 77 +/- acres that lie on the east side of the Garner Property with frontage and access from Juniper Lane which runs along the entire north side of the tract. It is basically open and currently in crop production with the exception of a wooded draw and some mature timber along the creek banks. There is a well on this tract.

Ralls County FSA Office calls for 118.44 total cropland acres.

The farm has had conservation measures put in place to conserve topsoil, prevent erosion and increase productivity. These measures include terraces and waterways which have been maintained. In addition to a very productive row-crop farm the Garner Property offers up some very attractive hunting with just enough woods for habitat and crop for a consistent food source.

Rural water runs is a available along Juniper Lane.

# **AUCTION TERMS AND CONDITIONS**

**Procedure**: Property shall be sold subject to confirmation of final bid of individual tracts, combination of tracts or entire offering by seller or sellers at the conclusion of the bidding process.

**Down Payment**: 10% Down day of auction with the balance due at closing 30 days or less. **YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING**, be sure you have arranged financing, if needed, and are capable of paying the balance at closing.

**Title**: Title search, preparation and title insurance to be paid 50/50 by the Buyer and Seller.

**Possession**: Possession given at closing in 30 days or less subject to the 2025 crop tenancy.

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

**Easements**: Sale of the property is subject to any and all easements on record.

**Acreage:** All acreage is approximate and has been estimated based on current legal descriptions and/or aerial photos.

**Taxes:** The 2025 Ralls County property taxes will be pro-rated. The sellers are to retain the first half of the 2025 cash rent, the new buyer will get the second payment.

**Survey:** Four Point Surveying, Hannibal, MO has been commissioned to do the survey. Once the exact surveyed acres are determined we will adjust our advertised acreages to reflect the surveyed acres for the purpose of the sale contracts and closing.

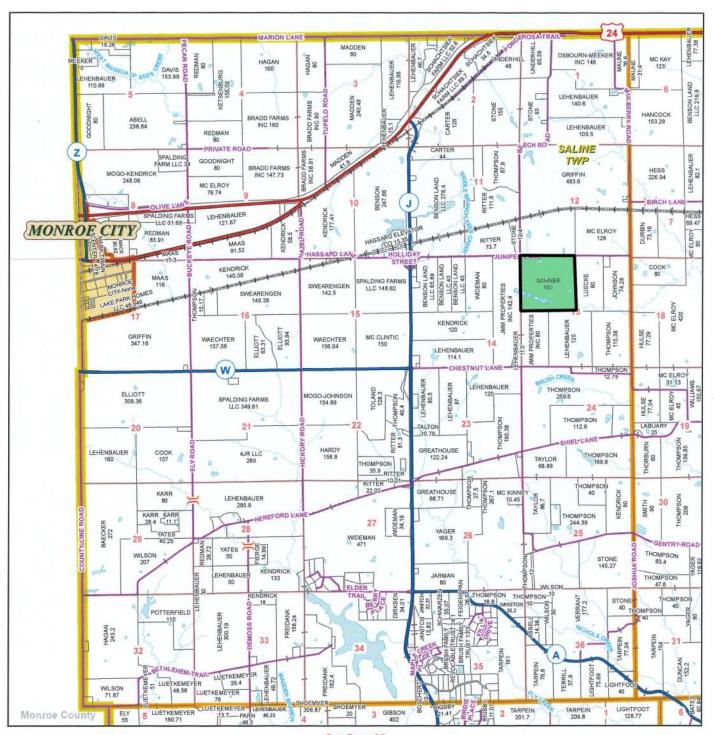
**Closing:** Anticipated closing date shall be on or before <u>Friday, May 30, 2025</u> or on a date mutually agreed upon between the buyer(s) and the sellers conducted at the office of <u>Accurate Land Title</u>, 218 Broadway, Hannibal, MO 63401, (573) 221-1002.

**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.

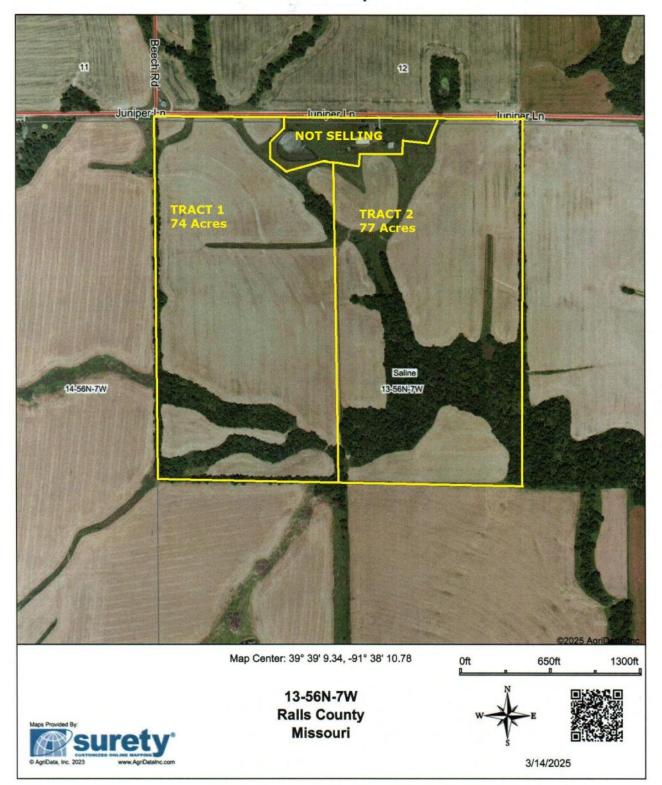
New Data, Corrections and Changes: Please arrive prior to scheduled auction time to inspect any changes, corrections or additions to the property information. ALL ANNOUNCEMENTS AND INFORMATION GIVEN FROM THE AUCTION PODIUM SHALL TAKE PRECEDENCE OVER PREVIOUSLY PRINTED OR STATED ADVERTISEMENT.

## T56N - R7W

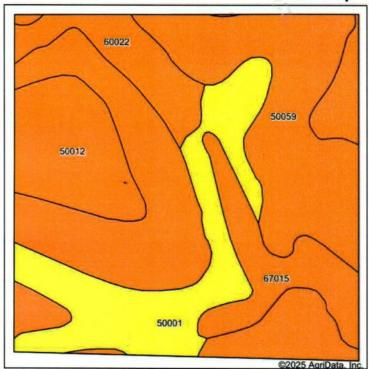


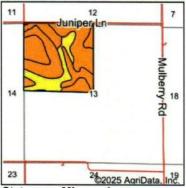
See Page 25

## **Aerial Map**



### Soils Map





State: Missouri
County: Ralls
Location: 13-56N-7W
Township: Saline
Acres: 159.03
Date: 3/14/2025



Soils data provided by USDA and NRCS.

	Symbol: MO173, Soil Area Version: 27				
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c
50059	Mexico silt loam, 1 to 4 percent slopes, eroded	78.48	49.2%	B200	Ille
50001	Armstrong loam, 5 to 9 percent slopes, eroded	30.94	19.5%		IVe
50012	Putnam silt loam, 0 to 1 percent slopes	23.15	14.6%	10000	Illw
67015	Belknap silt loam, 1 to 3 percent slopes, frequently flooded	14.93	9.4%		Illw
60022	Leonard silt loam, 1 to 6 percent slopes, eroded	11.53	7.3%		Ille
				Weighted Average	3.19

<sup>\*</sup>c: Using Capabilities Class Dominant Condition Aggregation Method



#### All Measurements are For FSA Programs Only **Wetland Determination Identifiers**

- Restricted Use
- Limited Restrictions
- **Exempt from Conservation Compliance Provisions**

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

#### Ralls Co. FSA

C=Corn-Yel-GR; SB=Soybn-Com-GR; HRW=Wheat-HRW-GR; SRW=Wheat-SRW-GR; Milo=Sorgh-GRS-GR; O=Oats-spr-gr H=MIXFG-IGS-FG; P=MIXFG-IGS-GZ Alf=Alfalfa-FG; LS=Grass-FTA-LS WC-corn-whe-gr;

IR-Irrigated

Non Irrigated unless notated on map \*Unless notated on Map

### 1 inch equals 360 feet

Program Year: 2025

Created: 3/4/2025 Flown: 2022-6-16



Farm 4087 Tract 18732 MISSOURI

**RALLS** 

Farm Service Agency

Abbreviated 156 Farm Record

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.

# **United States Department of Agriculture**

FARM: 4087

Prepared: 3/17/25 10:50 AM CST

Crop Year: 2025

#### **Operator Name** : MATTHEW ADAM SEWARD

CRP Contract Number(s) : None

Recon ID : 29-173-2008-69

Transferred From : None ARCPLC G/I/F Eligibility : Eligible

	Farm Land Data								
Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
159.23	118.44	118.44	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP	Cropland	Double	Cropped	CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	118.44	1	0.	00	0.00	0.00	0.00	0.00

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

DCP Crop Data						
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP		
Wheat	7.80	0.00	36			
Corn	44.60	0.00	120			
Soybeans	60.50	0.00	36	0		

TOTAL 112.90 0.00

#### NOTES

**Tract Number** : 18732

: 13 56 7 Description

FSA Physical Location : MISSOURI/RALLS **ANSI Physical Location** : MISSOURI/RALLS

**BIA Unit Range Number** 

**HEL Status** : HEL field on tract. Conservation system being actively applied

Wetland Status : Wetland determinations not complete

**WL Violations** 

**Owners** : JAMES WAYNE GARNER, SUSAN KATHLEEN GARNER

Other Producers : RYAN ANDREW SEWARD

Recon ID : 29-173-2008-68

Tract Land Data							
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
159.23	118.44	118.44	0.00	0.00	0.00	0.00	0.0

MISSOURI **RALLS** 

**United States Department of Agriculture** Farm Service Agency

Abbreviated 156 Farm Record

Form: FSA-156EZ

FARM: 4087

Prepared: 3/17/25 10:50 AM CST

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#### Tract 18732 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	118.44	0.00	0.00	0.00	0.00	0.00

DCP Crop Data							
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield				
Wheat	7.80	0.00	36				
Corn	44.60	0.00	120				
Soybeans	60.50	0.00	36				

TOTAL 112.90 0.00

#### **NOTES**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <a href="http://www.ascr.usda.gov/complaint\_filing\_cust.html">http://www.ascr.usda.gov/complaint\_filing\_cust.html</a> and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

# AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

"Agreement"), made and entered into as of this 30th day of April, 2025 by and be tween
(collectively later called the "Seller"), and
"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, covenant and conditions:
1. <b>PROPERTY</b> : Seller agrees to sell and Purchaser agrees to purchase tract(s) sold as a total amount and/or tract(s) sold on a per acre basis with approximately total acres of real estate situated in <u>Ralls County, MO</u> . Purchaser hereby acknowledges and understands that the Property is being sold on an "as is where is" basis Purchaser further acknowledge that this Agreement is not contingent upon financing and that failure to close this transaction on or before <u>Friday, May 30, 2025</u> due to any delar caused by Purchaser shall constitute a forfeiture of the Earnest Money.
2. <b>PURCHASE PRICE</b> : Purchaser agrees to pay to the Seller the total sum of
(the "purchase price") subject to acreage determination by survey. 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 <u>Accurate Land Title</u> as escrow agent there under for delivery to the Seller at the time of closing or as otherwise provided for here in. 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 <u>Accurate Land Title</u>. Title insurance premium policy is to be <u>split 50/50</u> <u>between the buyer(s)</u> and <u>seller</u>. 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:** If survey is necessary, survey shall be provided at Seller's expense a new survey reflecting the legal description, acreage and boundary lines for any Tract of the Property where there is no existing legal description or where new boundaries are created by the divisions of Tracts at the Auction. Any need for a survey shall be determined at the sole discretion of the Seller. If a new survey is determined to be necessary by the Seller, the Purchase Price shall be adjusted to reflect any difference between the bid acreage and the surveyed acreage. Purchaser will then have a revised Purchase Price calculated by Multiplying the surveyed acreage by the actual Purchase Price per Acre indicated in Paragraph 2.
- 5. CLOSING AND POSSESSION: The "Closing" shall take place on or before Friday, May 30, 2025 at the office of Accurate Land Title and 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. Purchaser shall pay the charge for recording the Deed. 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) Closing fees to be split equally.
- 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 2025 Ralls County property taxes will be prorated. The sellers are to retain the first half of the 2025 cash rent, the new buyer will get the second payment.
- 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, including but not limited to specific performance. Default by Purchaser shall entitle Seller to court costs and reasonable attorney's fees incurred in enforcing the provision of

In the event of failure of Seller to perform the obligations imposed by this Agreement, Purchaser's sole 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 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 corporate policy, Seller makes it a practice to expressly advise any purchaser that the improvements on the Property include materials, which may contain asbestos, 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 RE-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 equal right to any portion of Earnest Money forfeitures.

#### 14. IRS 1031 TAX EXCHANGE DECLARATION (Optional):

It is agreed between the purchaser(s) and seller(s) that a material part of the consideration to the Purchasers for purchasing is that 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 Purchasers 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 desires to exchange, for other property of like kind and qualifying use within the meaning of 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. This agreement shall be construed in accordance with the laws of the State of Missouri. 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.
- **(b)** 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.
- **(c)** Heirs, Successors and Assigns. This Agreement shall ensure 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.
- **(d)** Time is Of the Essence. The time for performance of the obligations of this Agreement is of the essence.
- **(e)** 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**: Seller is obligated to maintain (if any) the 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 contract.
- 17. **Tenant Rights**: The Garner Property has a farm tenant in place for the 2025 crop year, the cash rent is based on a \$163.00 per acre calculated on 116 tillable acres, total annual amount \$18,880.00. It is paid in two payments \$9,440.00 in March the other \$9,440.00 in October. The Garners are going to retain the first payment the second payment will be going to the new buyer(s), based on the tillable acres in their tract. Once the property is sold the Ralls County FSA Office will make the final determination as to how many tillable acres are in each tract.

#### 18. **SPECIAL AGREEMENTS (if any)**:

**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:
Address	Address
City, State, Zip	City, State, Zip
Phone	Phone
Email	Email
Date	Date
	Lender Contact
TITLE COMPANY INFORMATION:	

**Name: Accurate Land Title** 

Address: 218 Broadway, Hannibal, MO 63401

Phone: (573) 221-1002