

# *Maries County* **REAL ESTATE AUCTION**

**WEDNESDAY, APRIL 9, 2025 AT 10 AM**

**AUCTION LOCATION: The Belle/Bland Community Center  
200 Highway 28 East, Belle, MO 65013**

**PROPERTY LOCATION: From I-44 in St. James, MO take Hwy. 68 north 5 miles to Hwy. H, turn right  
and go north 6 miles to the south edge of Tracts 5 & 6.**

**Directions to High Gate, MO: From the southwest edge of Owensville, MO take Hwy. 28 southwest 6 miles  
to Hwy. B (just east of Bland, MO) turn left and go south on Hwy. B for 4 miles to Hwy. C, turn right and  
go south 8 miles to the junction of Hwy. C and Hwy. H, go straight ahead on Hwy. H for 3 miles to High Gate, MO**

**560 +/- ACRES TO BE OFFERED IN 6 TRACTS RANGING FROM 50 ACRES TO 1  
30 ACRES, ALL WITH DIRECT ACCESS FROM EITHER HIGHWAY H, HIGHWAY U OR  
MARIES COUNTY ROAD 428. LOCATED IN TOWNSHIP 40N, RANGE 7W, SECTION 36  
AND TOWNSHIP 39N, RANGE 7W, SECTION 2 MARIES COUNTY, MO**

**SELLER: HIGH GATE FARM**



**For more information  
call Charlie Nordwald at  
636-795-4552 or visit  
[wheelerauctions.com](http://wheelerauctions.com)**



# MARIES COUNTY REAL ESTATE AUCTION

**WEDNESDAY, APRIL 9, 2025 AT 10 AM**

**PRE-AUCTION PROPERTY SHOWING**  
**Sunday, March 30 from 2 PM to 4 PM**

**AUCTION LOCATION: The Belle/Bland Community Center**  
**200 Highway 28 East, Belle, MO 65013**

**PROPERTY LOCATION:** From I-44 in St. James, MO take Hwy. 68 north 5 miles to Hwy. H, turn right and go north 6 miles to the south edge of Tracts 5 & 6.

**Directions to High Gate, MO:** From the southwest edge of Owensville, MO take Hwy. 28 southwest 6 miles to Hwy. B (just east of Bland, MO) turn left and go south on Hwy. B for 4 miles to Hwy. C, turn right and go south 8 miles to the junction of Hwy. C and Hwy. H, go straight ahead on Hwy. H for 3 miles to High Gate, MO

**560 +/- ACRES TO BE OFFERED IN 6 TRACTS RANGING FROM 50 ACRES TO 130 ACRES, ALL WITH DIRECT ACCESS FROM EITHER HIGHWAY H, HIGHWAY U OR MARIES COUNTY ROAD 428. LOCATED IN TOWNSHIP 40N, RANGE 7W, SECTION 36 AND TOWNSHIP 39N, RANGE 7W, SECTION 2 MARIES COUNTY. THE MARIES COUNTY FSA OFFICE CALLS FOR 525.69 ACRES OF CROP LAND TOTAL IN THE FARM.**

**TRACT 1:** 104 +/- Acres located in Township 40N, Range 7W, Section 36 of Maries County, that lies on the north end of the property with direct access off Hwy. U on the northwest corner, just .6 mile east of High Gate, MO on Hwy. U. This tract is primarily open, with some wooded fence rows, scattered trees, wooded draw and a narrow strip of woods on the east end. It is currently being used for permanent pasture.

**DIRECTIONS to TRACTS 2,3,4,5,& 6.** From High Gate, MO, go south 1 mile on Hwy. H to the farm which lies on both sides of the highway. Located in Township 39N, Range 7W, Section 2.

**TRACT 2:** 64 +/- Acres, it lies on the west side of the farm and has frontage and access directly off Highway H on the south side and will also have access from the 30 ft. easement that runs over the existing driveway along the east side. Tract 2 is virtually all open with the exception of some scattered trees and a pond. This tract is currently being used for permanent pasture.

**TRACT 3:** 104 +/- Acres that lie basically in the middle of the farm. It has frontage and access off Highway H which runs along the south side of the tract and has frontage and access from the 30 ft. easement that runs along the west side of the tract. It wraps around the existing hog facility (the hog facility is not included in the auction). This tract is mostly open with a wooded draw and some scattered trees in addition it has a hay/livestock shed on it with a sucker road corral system. It is currently being used for permanent pasture.

**TRACT 4:** 108 +/- Acres lies on the east side of the farm, it has a short piece of frontage on Highway H in the southwest corner, and frontage and access off of Maries County Road 428 along the south side. It is primarily open with just a narrow-wooded draw and some scattered trees. It is currently being used for permanent pasture. (the new facility being built on Maries County Road 428 is not included in Tract 4).

**HOUSES:** (Neither of the two houses located on Highway H sell with either Tract 3 or Tract 4, they are not part of the auction).

**TRACT 5:** 130 +/- Acres that lie on the south side of Highway H with frontage and access directly off the highway. It is basically open and currently in crop production with the exception of a small patch of woods in the very northwest corner, wooded creek bank on Lanes Fork Creek along with the south side of the tract and a set of buildings in the very northeast corner of the tract. To conserve top soil and prevent erosion the crop land has terraces and drainage structures in place.

**TRACT 6:** 50 +/- Acres that lie east of Highway H and south of Maries County Road 428. This tract has frontage on both, but is currently being accessed off the north end from the County Road. The tract is virtually all open, terraced and currently being used for crop production. There is a small piece of timber in the very northwest corner of the tract, up along the highway and then a narrow strip of timber along the bank on Lanes Fork Creek on the south end of the tract.

*This is a wonderful opportunity to buy a piece of rural Missouri with lots of frontage, excellent access, farm income, with hunting and recreational potential.*

# 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 in 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 day or less.

**Auction Method:** The High Gate Farm will be sold by the acre using the choice method. This process gives the success bidder the opportunity to buy individual tracts, a combination of tracts or the entire offering at their choosing.

**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. There is a ten-year manure easement on the farm for details or a copy of the easement please call our office.

**Taxes:** The new buyer will get the 2025 farm income and pay all the 2025 Maries County Property Taxes.

**Survey & Acreage:** The farm is currently being surveyed and as soon as the new surveyed acreages are available we will adjust our advertised acreages accordingly.

**Closing:** Anticipated closing date shall be on or before Friday, May 9, 2025 or on a date mutually agreed upon between the buyer(s) and the sellers conducted at the office of South Central Land Title, Inc. 210 4th St, Vienna, MO 65582 , (573) 422-6600.

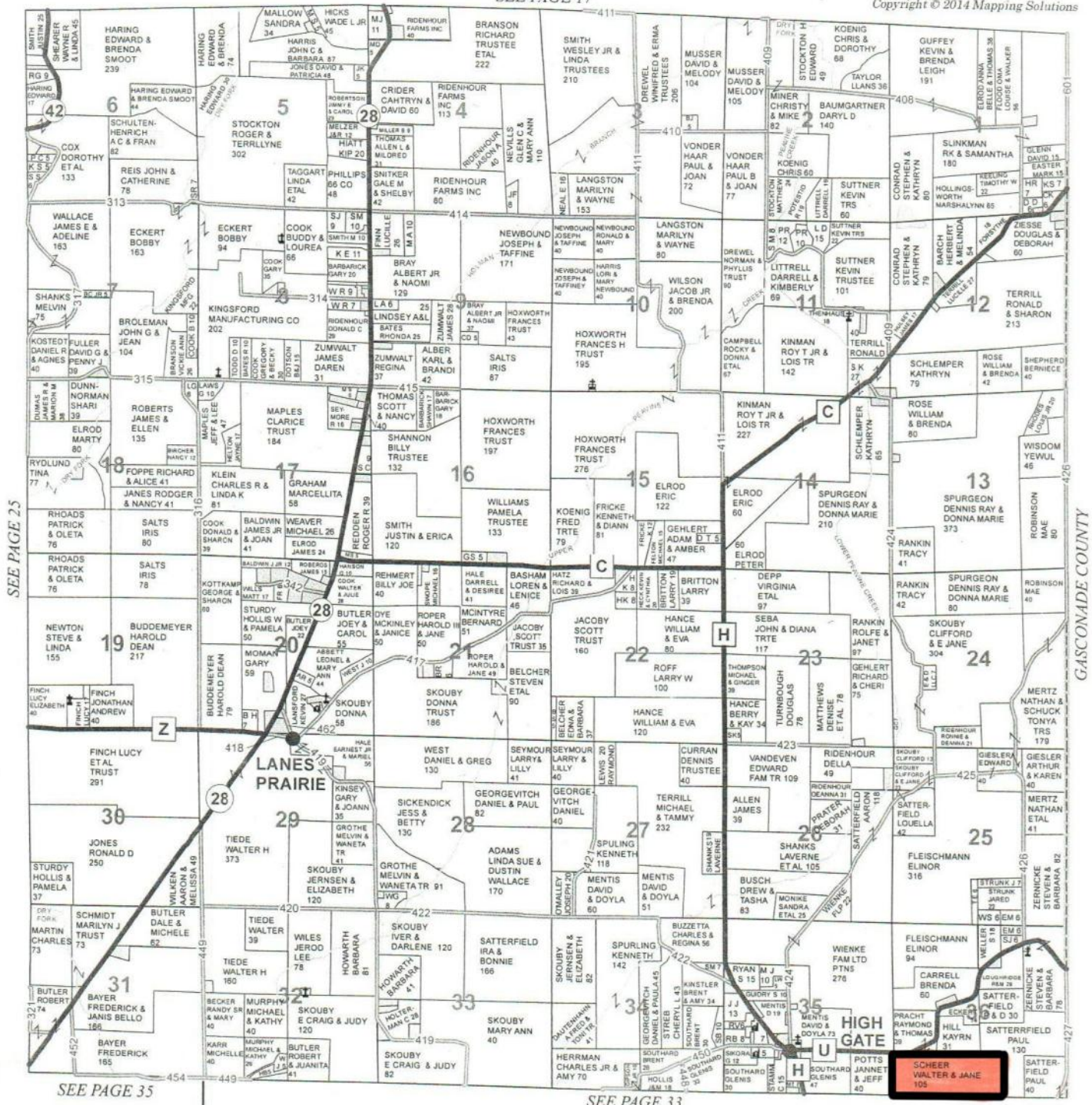
**Agency:** Wheeler Auctions & Real Estate and its representatives are Exclusive Agents for the sellers.

**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.

# Township 40N - Range 7W

SEE PAGE 17

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SEE PAGE 35

SEE PAGE 33

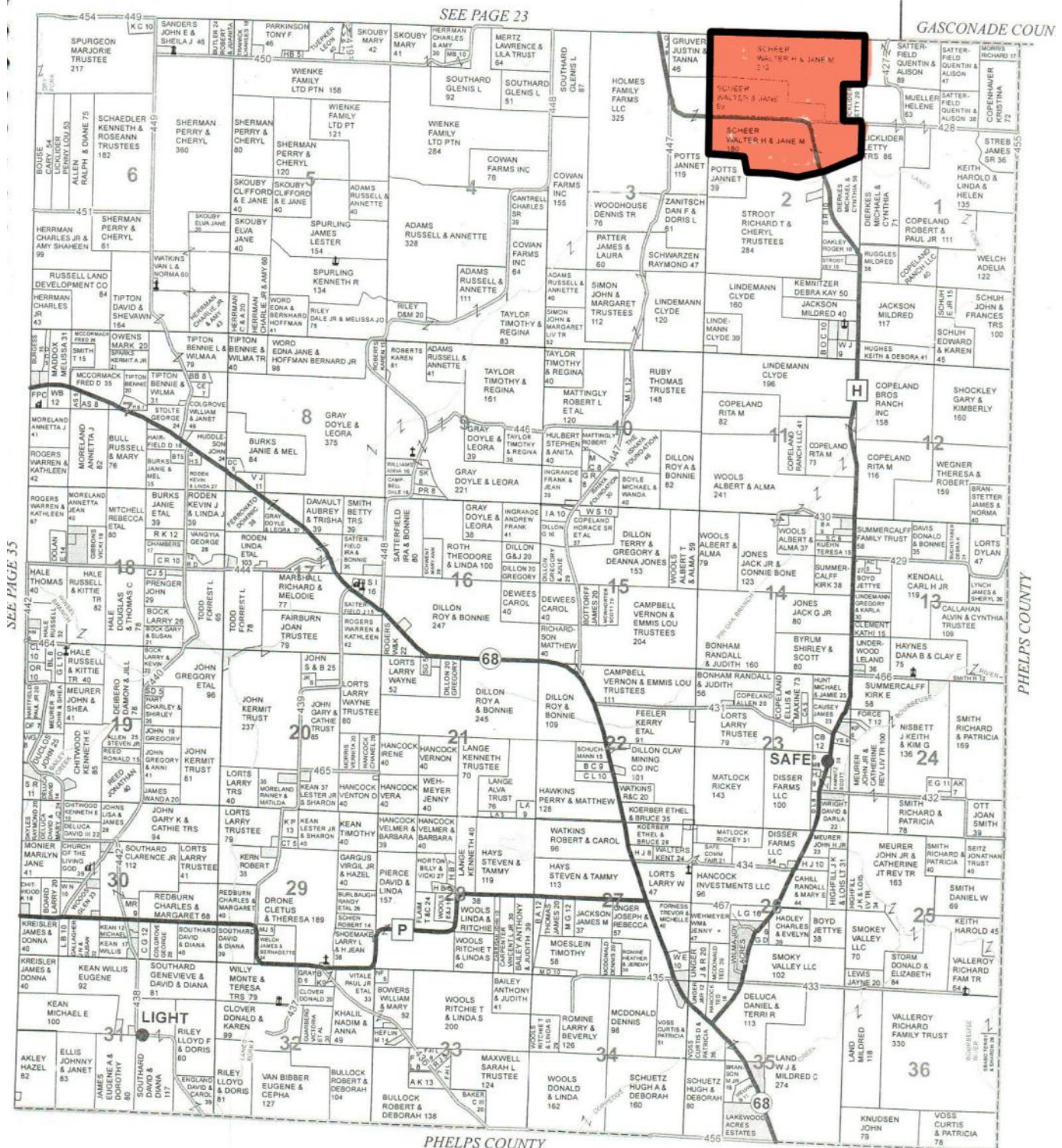
GASCONADE COUNTY

# Township 39N - Range 7W

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SEE PAGE 23

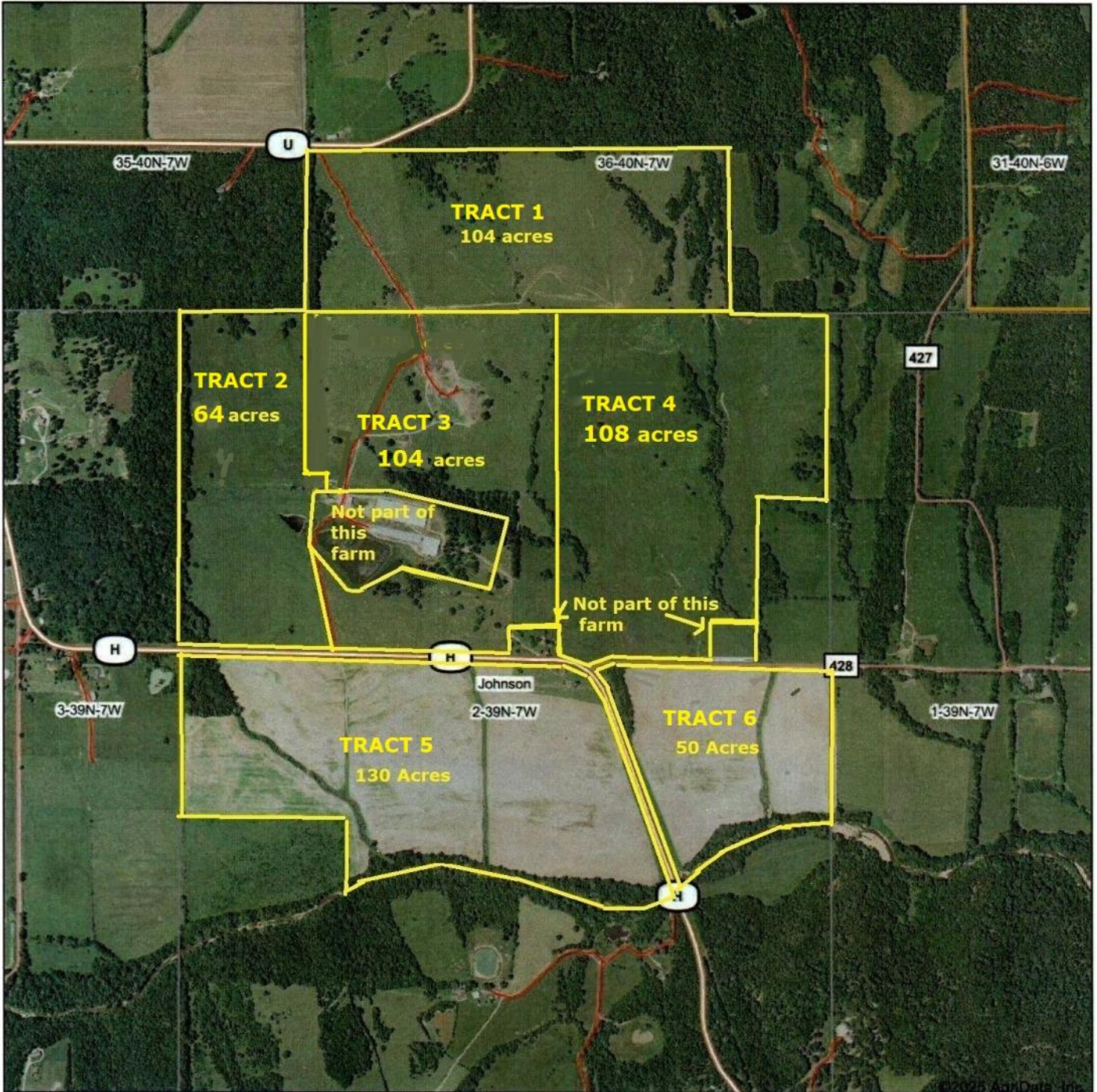
GASCONADE COUN



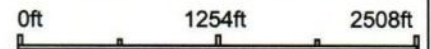
SEE PAGE 35

PHELPS COUNTY

PHELPS COUNTY



Map Center: 38° 8' 54.66, -91° 39' 24.56



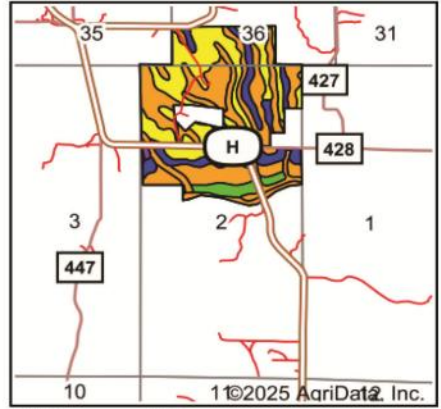
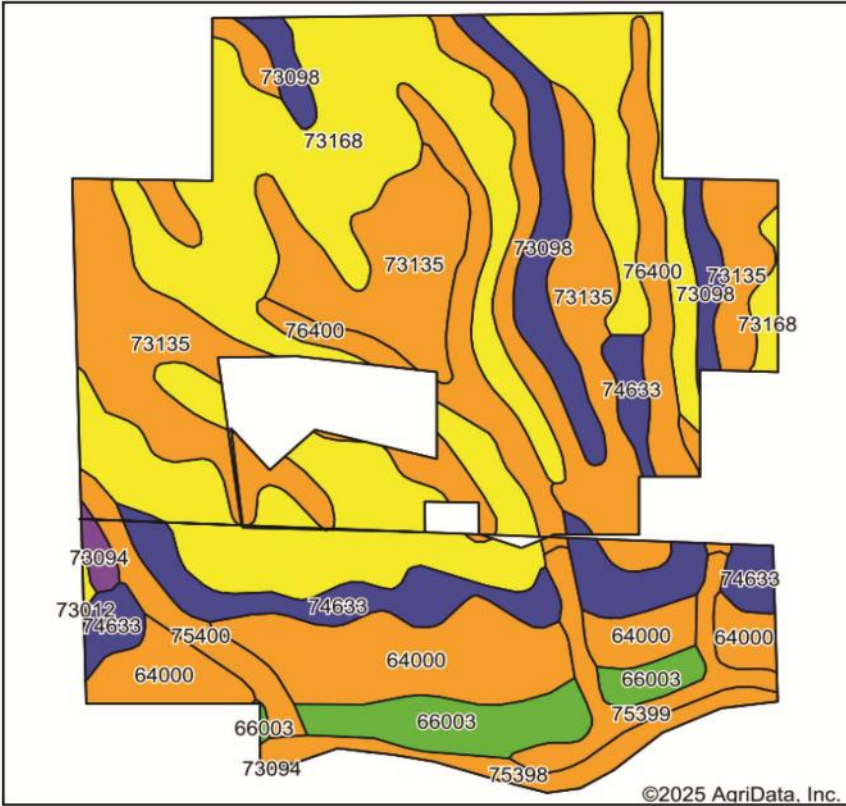
**2-39N-7W**  
**Maries County**  
**Missouri**



Maps Provided By:  
  
 CUSTOMIZED ONLINE MAPPING  
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2/10/2025

# Soils Map



State: **Missouri**  
 County: **Maries**  
 Location: **2-39N-7W**  
 Township: **Johnson**  
 Acres: **583.38**  
 Date: **3/5/2025**



Maps Provided By:



Soils data provided by USDA and NRCS.

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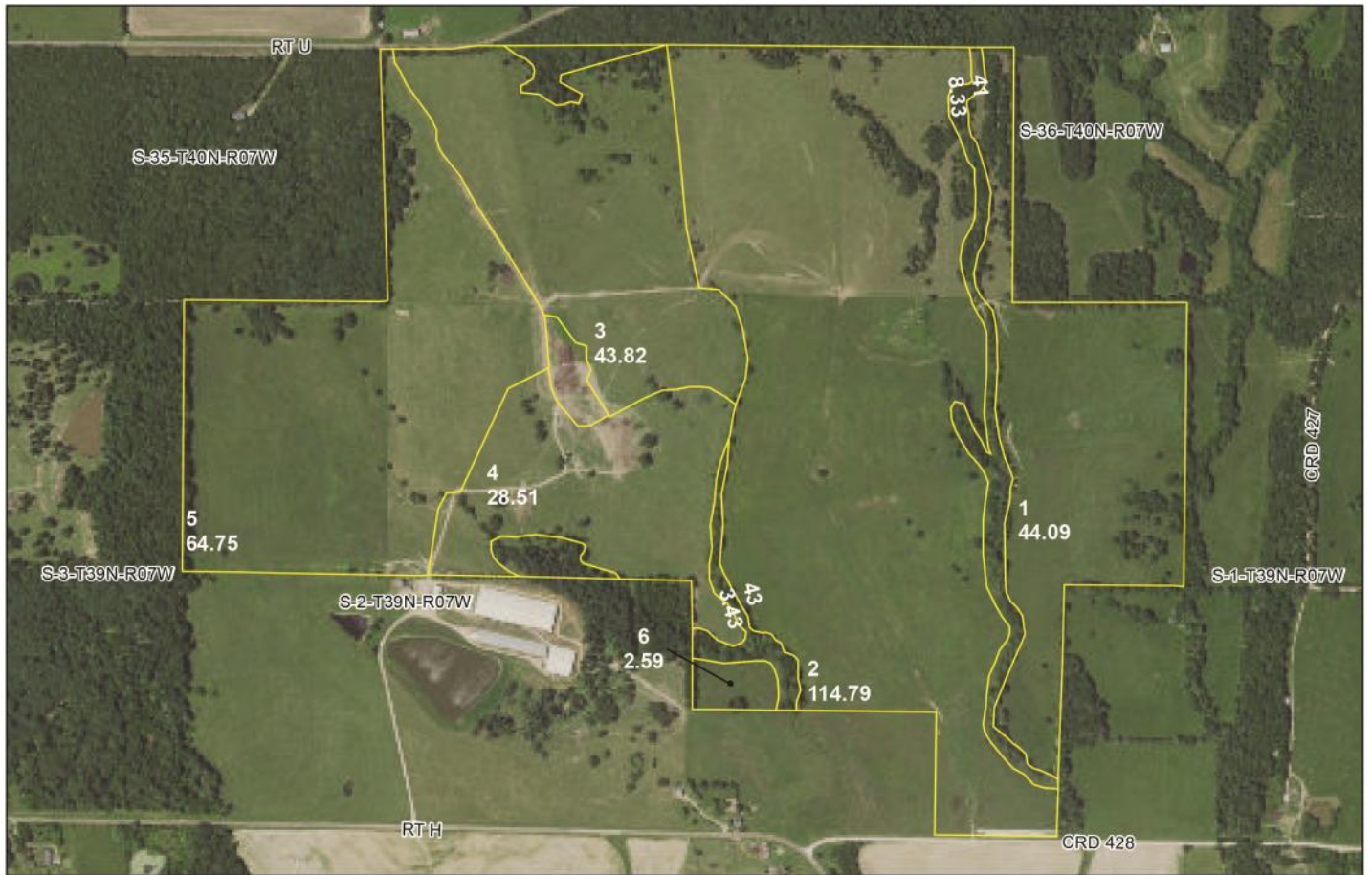
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Area Symbol: MO125, Soil Area Version: 29

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Corn Bu	Orchardgrass alfalfa hay Tons	Sorghum silage Tons	Winter wheat Bu	*n NCCPI Soybeans	
73168	Swiss gravelly silt loam, 3 to 15 percent slopes, stony	197.00	33.7%		IVe					38	
73135	Union silt loam, 3 to 8 percent slopes	141.16	24.2%		IIIe					47	
64000	Racoon silt loam, 0 to 3 percent slopes, rarely flooded	60.39	10.4%		IIIw					69	
74633	Hartville silt loam, 1 to 3 percent slopes	45.34	7.8%		IIw	92	3.5	15	37	70	
76400	Gladden silt loam, 1 to 3 percent slopes, frequently flooded	41.19	7.1%		IIIw					53	
73098	Plato silt loam, 1 to 3 percent slopes	29.98	5.1%		IIe					33	
66003	Jemerson silt loam, 0 to 2 percent slopes, rarely flooded	23.87	4.1%		Iw					74	
75399	Jamesfin silt loam, 0 to 3 percent slopes, frequently flooded	15.82	2.7%		IIIw					55	
75398	Kaintuck fine sandy loam, 0 to 2 percent slopes, frequently flooded	13.55	2.3%		IIIw					50	
75400	Gladden silt loam, 0 to 2 percent slopes, frequently flooded	12.40	2.1%		IIIw					54	
73094	Gatewood very gravelly silt loam, 15 to 35 percent slopes, stony	2.68	0.5%		VIe					4	
<b>Weighted Average</b>						<b>3.14</b>	<b>7.2</b>	<b>0.3</b>	<b>1.2</b>	<b>2.9</b>	<b>*n 49.1</b>





crp  
 clu  
 plss  
**Farm 2426**  
**Tract 558**

ALF = Alfalfa-FG  
 C = Corn-Yel-GR  
 Milo = Sorgh-GRS-GR  
 SB = Soybn-COM-GR  
 Wht = Wheat-SRW-GR  
 GZ=MIXFG 2+ interseeded grass mix-IGS-GZ  
 FG=MIXFG 2+ interseeded grass mix-IGS-FG  
 Non-irrigated unless otherwise noted  
 \*Unless notated on Map

**Maries Co. FSA**  
**Program Year: 2025**  
 Created: 10/18/2024  
 Flown: 2022-6-14  
**All Measurements are**  
**For FSA Programs Only**

1 inch equals 671 feet

**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.



MISSOURI  
 MARIES  
 Form: FSA-156EZ



**Abbreviated 156 Farm Record**

**FARM : 2426**  
 Prepared : 3/5/25 12:30 PM CST  
 Crop Year : 2025

See Page 3 for non-discriminatory Statements.

**Operator Name** : SCHEER AGRI-ENTERPRISES, INC.  
**CRP Contract Number(s)** : None  
**Recon ID** : None  
**Transferred From** : None  
**ARCPLC G//F Eligibility** : Eligible

**Farm Land Data**

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
603.42	525.69	525.69	0.00	0.00	0.00	0.00	0.0	Active	2
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD	
0.00	0.00	525.69	0.00		0.00	0.00	0.00	0.00	

**Crop Election Choice**

ARC Individual	ARC County	Price Loss Coverage
None	SOYBN	CORN

**DCP Crop Data**

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	40.00	0.00	129	
Soybeans	120.10	0.00	35	
<b>TOTAL</b>	<b>160.10</b>	<b>0.00</b>		

**NOTES**

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**Tract Number** : 558

**Description** : \*O6 36.40.7 2.39.7  
**FSA Physical Location** : MISSOURI/MARIES  
**ANSI Physical Location** : MISSOURI/MARIES  
**BIA Unit Range Number** :  
**HEL Status** : HEL determinations not completed for all fields on the tract  
**Wetland Status** : Wetland determinations not complete  
**WL Violations** : None  
**Owners** : JANE SCHEER, WALTER H SCHEER  
**Other Producers** : None  
**Recon ID** : None

**Tract Land Data**

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
317.37	298.55	298.55	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	298.55	0.00	0.00	0.00	0.00	0.00

**DCP Crop Data**

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield



crp  
 clu  
 plss

ALF = Alfal-FG  
 C = Corn-Yel-GR  
 Milo = Sorgh-GRS-GR  
 SB = Soybn-COM-GR  
 Wht = Wheat-SRW-GR  
 GZ = MIXFG 2+ interseeded grass mix-IGS-GZ  
 FG = MIXFG 2+ interseeded grass mix-IGS-FG  
 Non-irrigated unless otherwise noted  
 \*Unless notated on Map

**Maries Co. FSA**  
**Program Year: 2025**  
 Created: 10/18/2024  
 Flown: 2022-6-14  
**All Measurements are For FSA Programs Only**

1 inch equals 546 feet

**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.

<b>Tract Number</b>	: 2076
<b>Description</b>	: O6 S2 T39 R7
<b>FSA Physical Location</b>	: MISSOURI/MARIES
<b>ANSI Physical Location</b>	: MISSOURI/MARIES
<b>BIA Unit Range Number</b>	:
<b>HEL Status</b>	: HEL field on tract.Conservation system being actively applied
<b>Wetland Status</b>	: Wetland determinations not complete
<b>WL Violations</b>	: None
<b>Owners</b>	: WALTER H SCHEER, JANE SCHEER
<b>Other Producers</b>	: None
<b>Recon ID</b>	: None

Tract Land Data							
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
286.05	227.14	227.14	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	227.14	0.00	0.00	0.00	0.00	0.00

DCP Crop Data			
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	40.00	0.00	129
Soybeans	120.10	0.00	35
<b>TOTAL</b>	<b>160.10</b>	<b>0.00</b>	

**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 9th day of April, 2025 by and between  
HIGH GATE FARM

(collectively later called the "Seller"), and \_\_\_\_\_ (later called 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:** 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 Maries County, MO. 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 Friday, May 9, 2025 due to any delay caused by Purchaser shall constitute a forfeiture of the Earnest Money.

2. **PURCHASE PRICE:** 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 South Central Land Title, Inc. 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 South Central Land Title, Inc. Title insurance premium policy is to be split 50/50 between the buyer(s) and seller. 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 9, 2025 at the office of South Central Land Title, Inc. 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; FITPA 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 new buyer will get the 2025 farm income and pay all the 2025 Maries County Property Taxes.

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 this Agreement.

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 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 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 farm is being sold free of any current or future farm tenancies, for the purpose of spring fertilizing and farming possession will be given the day of the auction as soon as the purchase agreement is signed and the earnest money paid.

**18. SPECIAL AGREEMENTS (if any):** There is a ten-year manure easement on the farm for details or a copy of the easement please call our office.

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**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:**

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**Address** \_\_\_\_\_

**Address** \_\_\_\_\_

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**City, State, Zip** \_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

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**Phone** \_\_\_\_\_

**Phone** \_\_\_\_\_

**Email** \_\_\_\_\_

**Email** \_\_\_\_\_

**Date** \_\_\_\_\_

**Date** \_\_\_\_\_

**Lender Contact** \_\_\_\_\_

\_\_\_\_\_

**TITLE COMPANY INFORMATION:**

**Name: South Central Land Title, Inc.**

**Address: 210 4th St, Vienna, MO 65582**

**Phone: (573) 422-6600**