

Shelby County

REAL ESTATE AUCTION

TUESDAY, MARCH 4, 2025 at 10 AM

AUCTION LOCATION: AMERICAN LEGION HALL, 520 MAPLE ST., SHELBYNA, MO 63468

PROPERTY LOCATION (See each tract for directions to that tract)

**OFFERING 213 +/- ACRES IN TWO TRACTS RANGING FROM
80 +/- ACRES TO 133 +/- ACRES, BOTH WITH DIRECT ROAD ACCESS.**

**SELLER: LEON D.
LATCHFORD REVOCABLE TRUST**



For more information
Kirby Fecht | 217-248-2906
Charlie Nordwald | 636-795-4552
wheelerauctions.com

SHELBY COUNTY

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TUESDAY, MARCH 4, 2025 AT 10 AM

**AUCTION LOCATION: AMERICAN LEGION HALL,
520 MAPLE ST., SHELBYNA, MO 63468**

PROPERTY LOCATION (SEE EACH TRACT FOR DIRECTIONS TO THAT TRACT)

**PRE-AUCTION PROPERTY VIEWING
TUESDAY, FEBRUARY 18, 2025 FROM 2 PM TO 4 PM**

**OFFERING 213 +/- ACRES IN TWO TRACTS RANGING FROM 80 +/- ACRES TO 133 +/- ACRES,
BOTH WITH DIRECT ROAD ACCESS, RURAL WATER AND READY FOR SPRING 2025 PLANTING.**

TRACT ONE: 133 +/- acres in Township 57N, Range 9W, Section 32 of Shelby County, MO.

Directions to Tract One Location: From Shelbina, MO take Hwy. 36 east 5 miles to Lakenan, MO, turn left and go north on Hwy. T for 2 miles to the Latchford Property on the right. Tract One lies east of Hwy. T, north of Shelby County Road 482 and south of Shelby County Road 480.

This tract has frontage on Hwy. T along the west side, SCR 482 on the south side and SCR 480 all along the north side. According to the Shelby County FSA Office there are 105.17 acres tillable and currently being used for row crop production, these acres are terraced, have drainage structures in place and are levee protected. There is 3.15 acres in the very south east corner that is being used for pasture and hay production and 20.58 acres in the middle of the property that are enrolled in CRP in the CP 23 program. The CRP acres are well defined and marked. The CRP contract is based on \$180.32 per acre for an annual payment of \$3,711.00 until 9-30-2032. The new buyer will be required to remain in the CRP or be liable to pay back and damages.

According to the Shelby County Plat Book there are two very small pieces of this tract that lie south of SCR 482. Rural water is available along SCR 480. On Tract One all farmed acres are fully sprayed and fertilized for the 2025 soybean crop, fall sprayed with Autumn Sniper (cost with application \$1,891.14) and fertilized with 13-62-49-0 (total cost \$7,045.96). The sellers will cover crop expenses listed above, the buyer will be responsible for all other 2025 input costs.

TRACT TWO: 80+/- acres in Township 57N, Range 10W, Section 35 of Shelby County, MO.

Directions to Tract Two: From the overpass on Hwy. 15 in Shelbina, go east 2 1/2 miles to Shelby County Road 447, turn left and go north 1/2 mile to Shelby County Road 462m turn right and go east 1/2 mile to the property on the right.

This tract has frontage and access all along the north side off SCR 462. The Shelby County FSA Office calls for 54.62 tillable acres, currently used for row crop production. These acres are terraced and have waterways to help maximize crop yields and limit soil erosion. The balance is in a wooded draw that runs through the property. There are two ponds on this track. Rural water is available along SCR 462.

All the farmed acres of Tract Two have been fall sprayed with Basis Blend (\$865.42) and fertilized with 13-62-49-0 (\$4,369.44), NH3 at 2.94 tons 150# actual N (\$3,801.65) for a 2025 corn crop. The sellers will cover crop expenses listed above, the buyer will be responsible for all other 2025 input costs.

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 days or less.

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 new buyer will get the 2025 farm income and CRP payment and pay all the 2025 Shelby County property taxes.

Survey: Surveys have been commissioned for both tracts and should be done before the auction so we will adjust the acreages to the surveyed acres when doing the sale contracts.

Closing: Anticipated closing date shall be on or before Friday, April 4, 2025 or on a date mutually agreed upon between the buyer(s) and the sellers conducted at the office of Monroe County Abstract, 229 N Main St, Paris, MO 65275, (660) 327-4109.

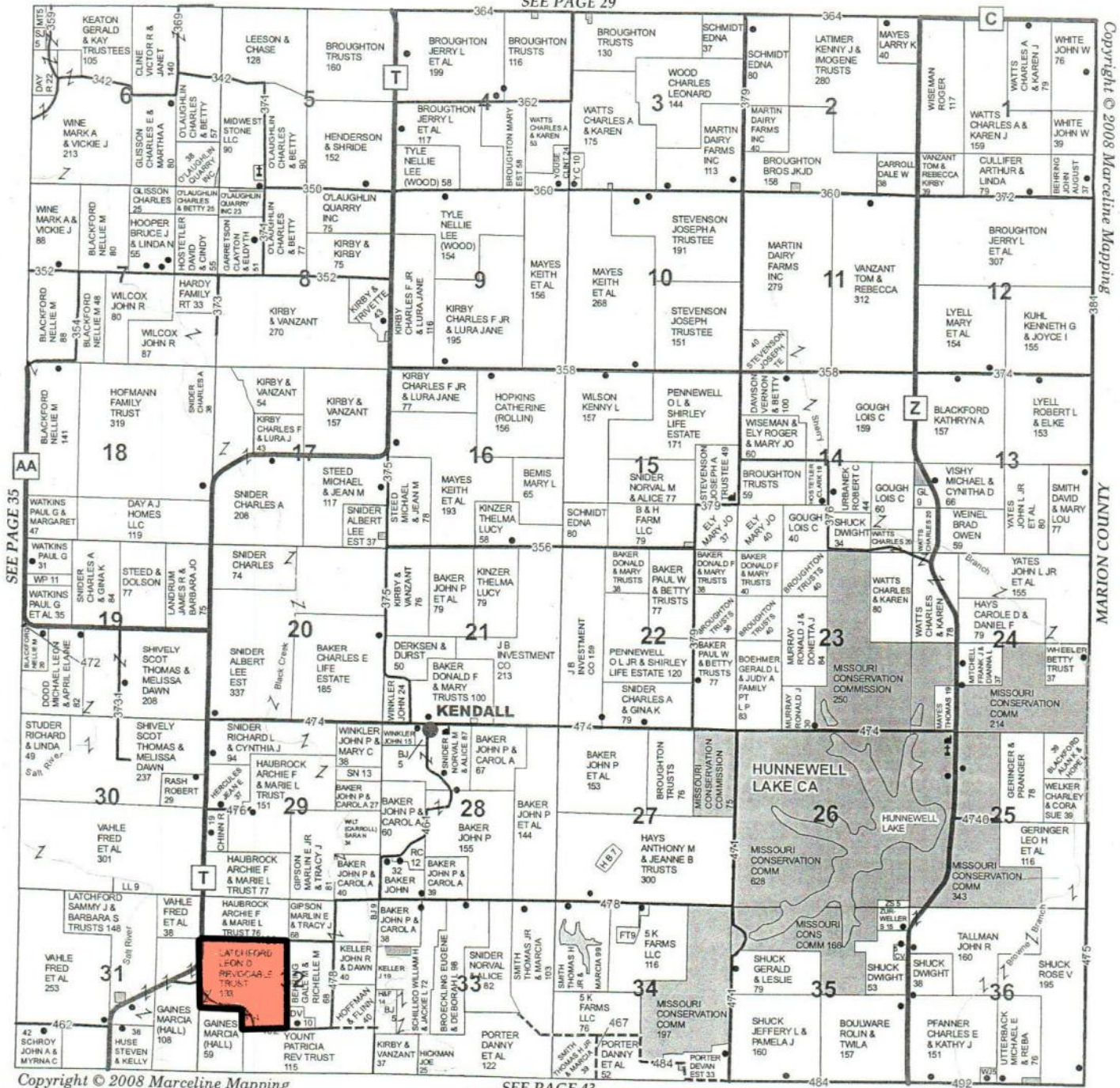
Agency: Wheeler Auctions & Real Estate and its representatives are Exclusive Agents for the sellers.

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.**

TOWNSHIP 57N • RANGE 9W

SEE PAGE 29



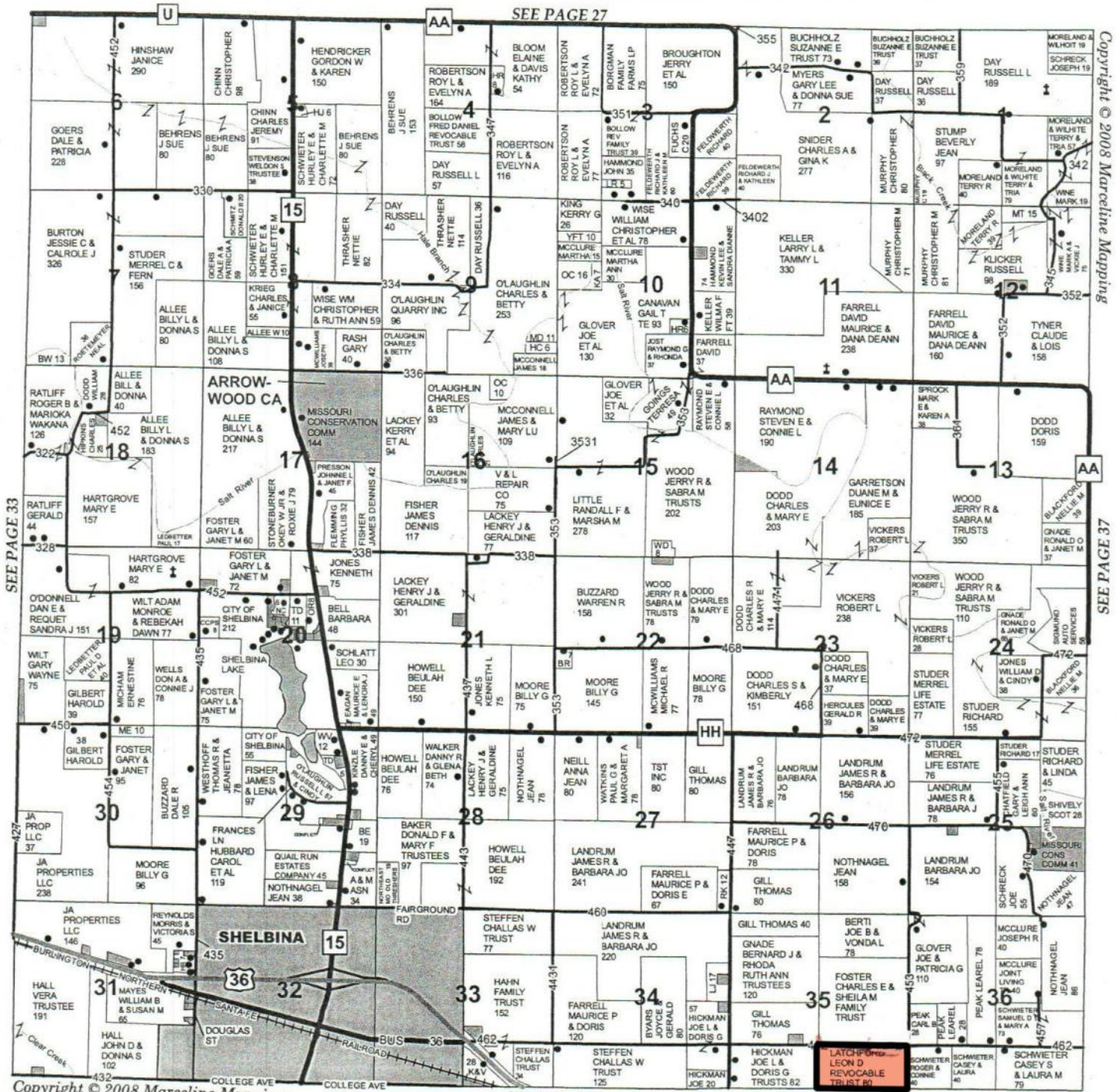
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SEE PAGE 43

Copyright © 2008 Marceline Mapping

MARION COUNTY

TOWNSHIP 57N • RANGE 10W



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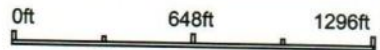
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Aerial Map



©2025 AgriData, Inc.

Boundary Center: 39° 41' 44.35, -91° 56' 6.46



32-57N-9W
Shelby County
Missouri

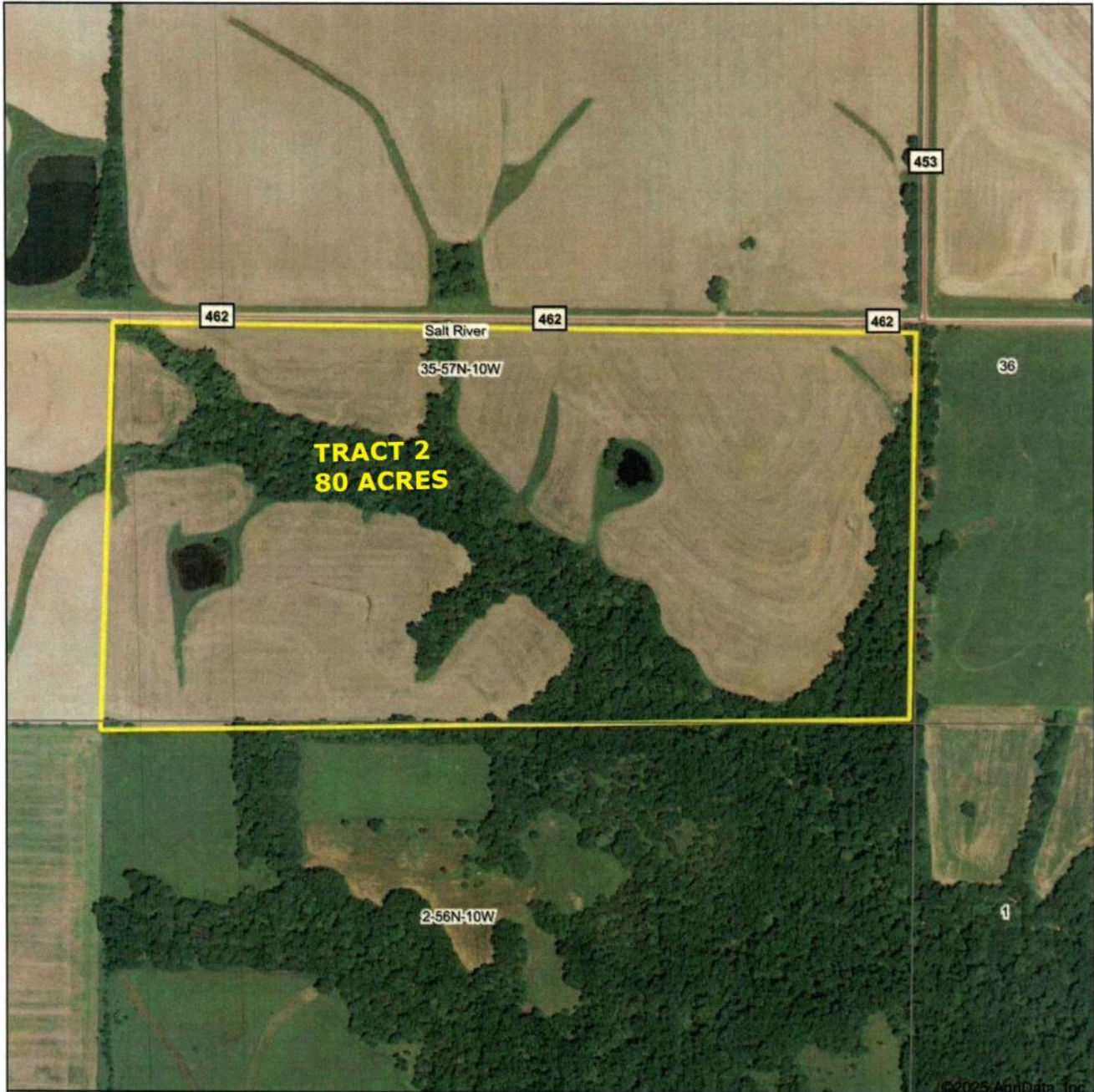


Maps Provided By:

CUSTOMIZED ONLINE MAPPING
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1/15/2025

Aerial Map



Boundary Center: 39° 41' 26.2, -91° 58' 57.57

0ft 501ft 1002ft

35-57N-10W
Shelby County
Missouri

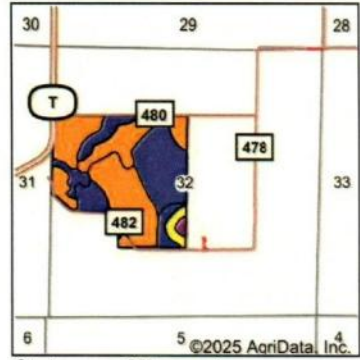
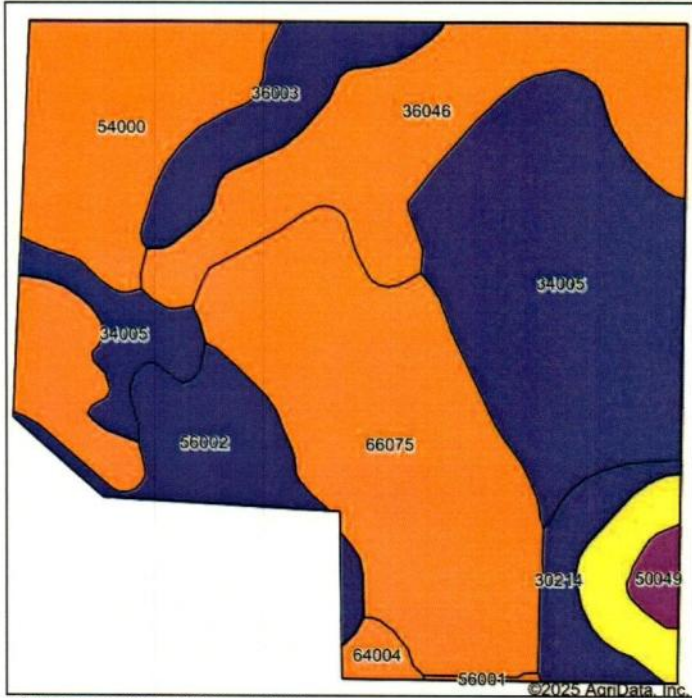


Maps Provided By:

CUSTOMIZED ONLINE MAPPING
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1/15/2025

Soils Map



State: **Missouri**
 County: **Shelby**
 Location: **32-57N-9W**
 Township: **Jackson**
 Acres: **132.91**
 Date: **1/15/2025**



Soils data provided by USDA and NRCS.








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Area Symbol: MO205, Soil Area Version: 26																
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Alfalfa hay Tons	Caucasian bluestem Tons	Common bermudagrass Tons	Corn	Corn Bu	Grain sorghum Bu	Orchardgrass red clover Tons	Soybeans Bu	Tall fescue Tons	Warm season grasses Tons	Winter wheat Bu
34005	Gifford silt loam, 2 to 5 percent slopes, rarely flooded	33.52	25.3%	■	Ile			8				7		8	9	
66075	Chequest silty clay loam, 0 to 2 percent slopes, occasionally flooded	31.09	23.4%	■	Illw			7				6		7	8	
36046	Wabash silty clay, 0 to 2 percent slopes, occasionally flooded	20.69	15.6%	■	Illw			7				6		8	9	
54000	Chariton silt loam, 0 to 2 percent slopes, rarely flooded	20.52	15.4%	■	Illw											

Soils data provided by USDA and NRCS.

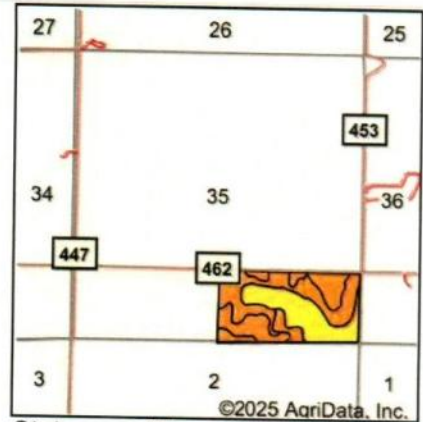
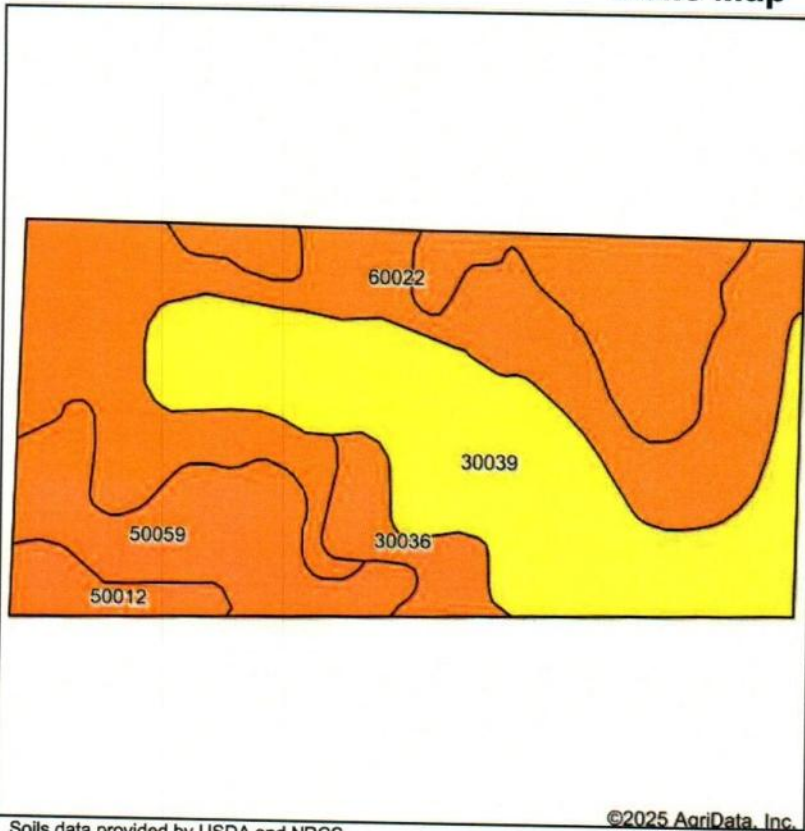
1 of 2



Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Alfalfa hay Tons	Caucasian bluestem Tons	Common bermudagrass Tons	Corn	Corn Bu	Grain sorghum Bu	Orchardgrass red clover Tons	Soybeans Bu	Tall fescue Tons	Warm season grasses Tons	Winter wheat Bu	
56002	Kickapoo fine sandy loam, 0 to 2 percent slopes, occasionally flooded	8.38	6.3%		IIw	6	9	8				7		7	9		
36003	Arbela silt loam, 0 to 2 percent slopes, occasionally flooded	7.09	5.3%		IIw												
30214	Vigar loam, 2 to 5 percent slopes, rarely flooded	4.69	3.5%		Ile			8				9		8	10		
30039	Armstrong loam, 9 to 14 percent slopes, eroded	4.10	3.1%		IVe												
50049	Ranacker-Rock outcrop complex, 20 to 40 percent slopes, very stony	1.39	1.0%		VI s												
64004	Auxvasse silt loam, 0 to 2 percent slopes, rarely flooded	1.24	0.9%		IIIw			7	10	10	9	7	4	8	9	4	
56001	Piopolis silty clay loam, 0 to 2 percent slopes, occasionally flooded	0.20	0.2%		IIIw			7				6		7	9		
Weighted Average						2.66	0.4	0.6	5.6	0.1	0.1	0.1	4.9	*-	5.7	6.6	*-

*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils Map



State: **Missouri**
 County: **Shelby**
 Location: **35-57N-10W**
 Township: **Salt River**
 Acres: **76.44**
 Date: **1/15/2025**

Maps Provided By:



Soils data provided by USDA and NRCS.

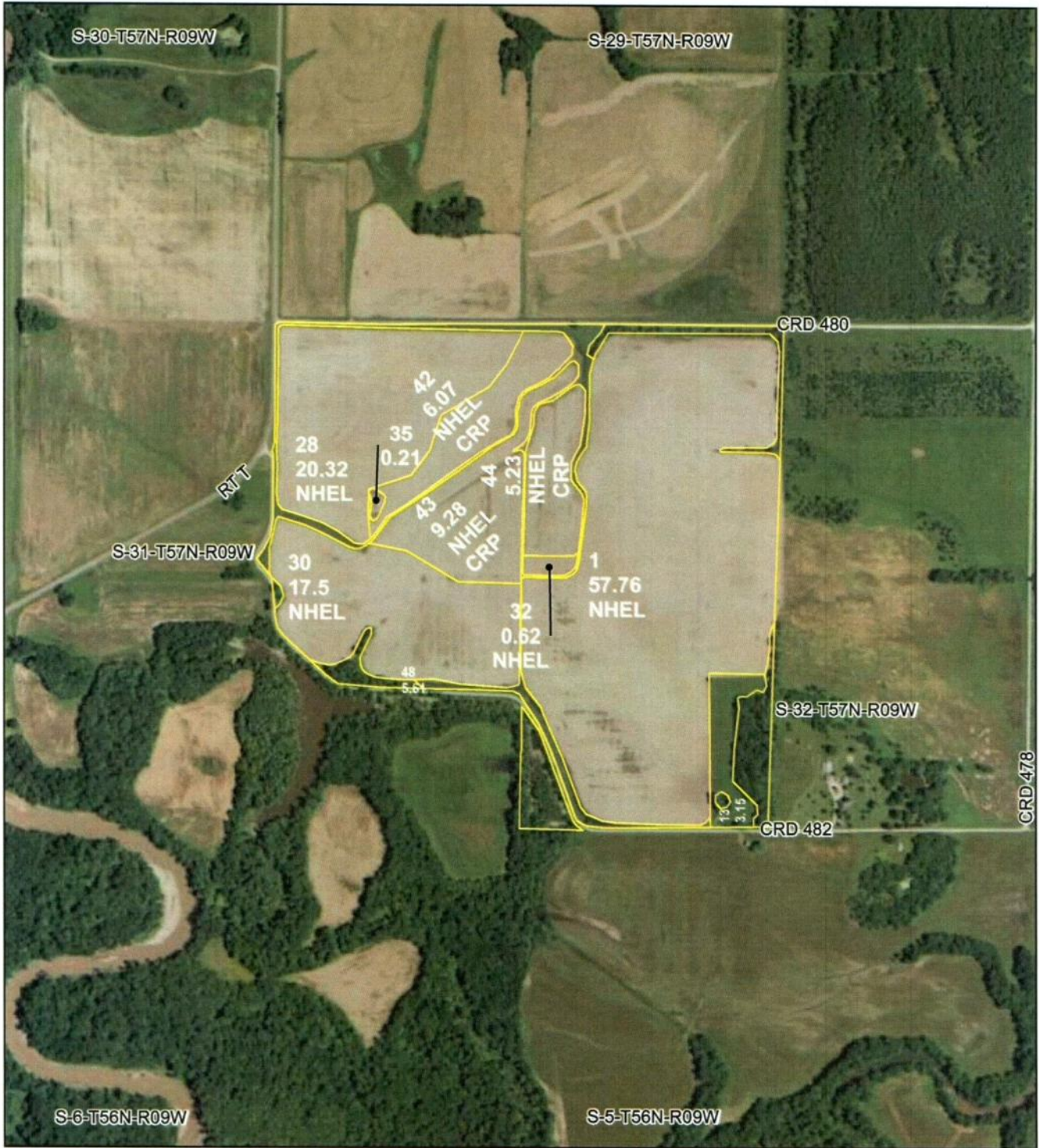
©2025 AgriData, Inc.

Area Symbol: MO205, Soil Area Version: 26

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Alfalfa hay Tons	Caucasian bluestem Tons	Common bermudagrass Tons	Orchardgrass red clover Tons	Tall fescue Tons	Warm season grasses Tons
60022	Leonard silt loam, 1 to 6 percent slopes, eroded	26.28	34.3%		IIIe						
30039	Armstrong loam, 9 to 14 percent slopes, eroded	24.20	31.7%		IVe						
50059	Mexico silt loam, 1 to 4 percent slopes, eroded	19.66	25.7%		IIIe						
30036	Armstrong loam, 5 to 9 percent slopes	3.71	4.9%		IIIe	5	7	6	7	6	7
50012	Putnam silt loam, 0 to 1 percent slopes	2.59	3.4%		IIIw						
Weighted Average					3.32	0.2	0.3	0.3	0.3	0.3	0.3

*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.



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.

Shelby Co. FSA

C=Corn-Yel-Gr-NI SB=Soybeans-COM-Gr-NI
 Milo=Grain Sorghum - GRS - Gr - NI
 WHT = Wheat - SRW - Gr - NI
 DCSB=Double Crop Soybeans-Com-Gr-NI
 RYE=COVRC-CEG-CO-NI Gr L/S=Grass-FTA-LS
 Past/GZ=MIXFG-IGS-GZ Hay/FG=MixFg-IGS-FG
 Timber Past=GRASS-FTA-GZ-IV
 *Unless notated on Map

1:7,920

Program Year: 2025

Created: 10/28/2024

Flown: 2022-6-20

clu
 crp
 plss

Farm 2127
Tract 1627



MISSOURI
SHELBY
Form: FSA-156EZ



FARM : 2127
Prepared : 1/14/25 7:38 AM CST
Crop Year : 2025

See Page 5 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name : LATCHFORD FAMILY FARMS, LLC
CRP Contract Number(s) : 11075B, 11426
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
781.32	691.07	691.07	0.00	0.00	0.00	0.00	0.0	Active	5
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD	
0.00	0.00	663.46	36.40		27.61	0.00	0.00	0.00	

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	SOYBN	WHEAT, CORN, SORGH

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	105.40	0.00	46	
Corn	93.50	0.00	114	
Grain Sorghum	159.00	0.00	84	
Soybeans	314.10	0.00	40	0
TOTAL	672.00	0.00		

Tract Number

1627

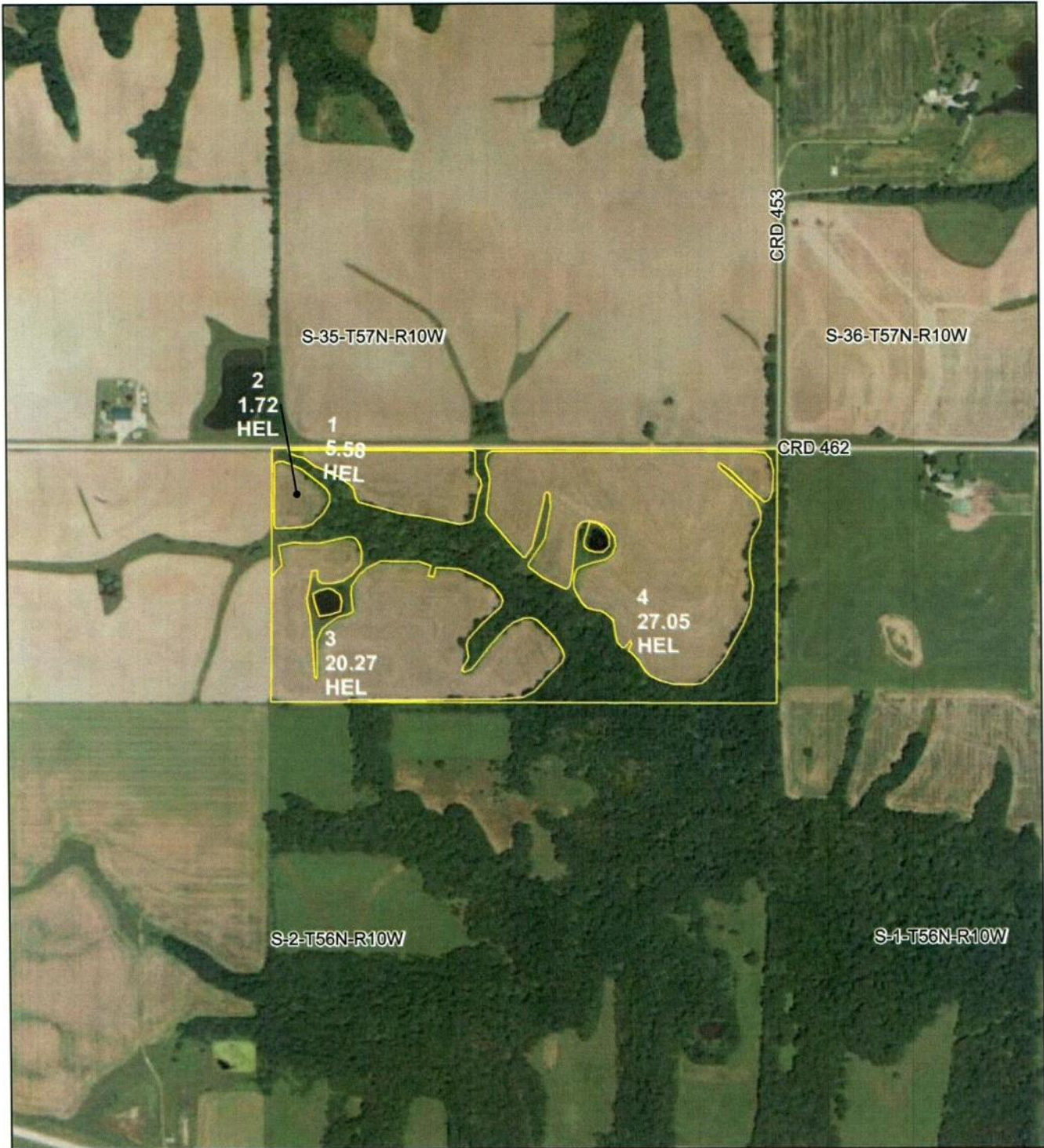
Description : S32 T57N R9W
FSA Physical Location : MISSOURI/SHELBY
ANSI Physical Location : MISSOURI/SHELBY
BIA Unit Range Number :
HEL Status : HEL determinations not completed for all fields on the tract
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : LEON D LATCHFORD TRUST
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
133.79	125.75	125.75	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	105.17	6.70	20.58	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	2.05	0.00	46
Corn	8.35	0.00	114
Grain Sorghum	20.65	0.00	84
Soybeans	80.82	0.00	40
TOTAL	111.87	0.00	



**All Measurements are
For FSA Programs Only**

Wetland Determination Identifiers

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

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 Milo=Grain Sorghum - GRS - Gr - NI
 WHT = Wheat - SRW - Gr - NI
 DCSB=Double Crop Soybeans-Com-Gr-NI
 RYE=COVRC-CEG-CO-NI Gr L/S=Grass-FTA-LS
 Past/GZ=MIXFG-IGS-GZ Hay/FG=MixFg-IGS-FG
 Timber Past=GRASS-FTA-GZ-IV
 *Unless notated on Map

1:7,920

Program Year: 2025

Created: 10/28/2024

Flown: 2022-6-20

- clu
- crp
- plss

**Farm 2127
Tract 449**

MISSOURI
SHELBY
Form: FSA-156EZ



FARM : 2127
Prepared : 1/14/25 7:38 AM CST
Crop Year : 2025

Abbreviated 156 Farm Record

Tract 449 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	54.62	3.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	10.00	0.00	46
Corn	4.30	0.00	114
Grain Sorghum	9.40	0.00	84
Soybeans	31.30	0.00	40
TOTAL	55.00	0.00	

NOTES

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CRP-1 U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation		1 ST. & CO. CODE & ADMIN. LOCATION 29 205	2 SIGN-UP NUMBER 57
CONSERVATION RESERVE PROGRAM CONTRACT		3 CONTRACT NUMBER 11426	4 ACRES FOR ENROLLMENT 20.59
5A COUNTY FSA OFFICE ADDRESS (Include Zip Code) SHOEBY COUNTY FARM SERVICE AGENCY P. O. BOX 215 SHOEBYVILLE, MD 21663-0215		6 TRACT NUMBER 1627	7 CONTRACT PERIOD FROM (MM/DD/YYYY) TO (MM/DD/YYYY) 10/01/2022 9/30/2032
5B COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (501) 633-2440		8 SIGNUP TYPE: CONTINUOUS F2127	

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to the terms, conditions, and designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled "Standard CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix and agrees to the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1, CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.

9A Rental Rate Per Acre \$ 180.32	10. Identification of CRP Land (See Page 2 for additional space)				
9B Annual Contract Payment \$ 3,711.00	A Tract No. 1627	B Field No. 0042	C Practice No. CP23	D Acres 6.07	E Total Estimated Cost Share \$ 6,070.00
9C First Year Payment \$	1627	0043	CP23	9.28	\$ 9,280.00
(Item 9C is applicable only when the first year payment is prorated.)					
	1627	0044	CP23	5.23	\$ 5,230.00

11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)				
A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) LEON D LAINGHURD TRUST 438 S CENTER ST SHELBYVILLE, MD 21663-1405	(2) SHARE 100.00 %	(3) SIGNATURE (By) 	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY POA	(5) DATE (MM/DD/YYYY) 9/2/2022
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM/DD/YYYY)
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM/DD/YYYY)

12. CCC USE ONLY	A SIGNATURE OF CCC REPRESENTATIVE 	B DATE (MM/DD/YYYY) 9/2/22
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NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a) as amended. The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1400. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and non-governmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

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 <http://www.usda.gov/about/offices/foia/civil.html> 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 (800) 632-9692. 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) email: program.discrimination@usda.gov. USDA is an equal opportunity provider, employer, and lender.

**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 4th day of March, 2025 by and between
LEON D. LATCHFORD REVOCABLE TRUST

(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 Shelby 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, April 4, 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 Monroe County Abstract 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 Monroe County Abstract. 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, April 4, 2025 at the office of Monroe County Abstract Co. 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 CRP payment and pay all the 2025 Shelby 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: There are no current tenant rights.

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: Monroe County Abstract

Address: 229 N Main St, Paris, MO 65275

Phone: (660) 327-4109