

CALLAWAY COUNTY

REAL ESTATE & PERSONAL PROPERTY AUCTION

MONDAY, FEBRUARY 17, 2025 at 10 AM

AUCTION & PROPERTY LOCATION:

7425 County Road 1048, Auxvasse, MO 65231

Directions: From Auxvasse, Missouri take Highway B east 1 3/4 miles to Callaway County Road 1019, turn left and go 1.5 miles north to the junction of CCR 1019 and CCR 1048 to the house located at 7425 County Road. 1048, Auxvasse, Mo



**OFFERING 234+/- ACRES IN THREE TRACTS
INCLUDING PENN HOMESTEAD & OTHER IMPROVEMENTS**

SELLER: KENNETH & ALICE (deceased) PENN

Wheeler 
AUCTIONS & REAL ESTATE

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

For more information contact
Charlie Nordwald | (636) 795-4552
www.wheelerauctions.com

CALLAWAY COUNTY

REAL ESTATE & PERSONAL PROPERTY AUCTION

MONDAY, FEBRUARY 17, 2025 AT 10 AM

PRE-AUCTION PROPERTY VIEWING

MONDAY, FEBRUARY 3, 2025 FROM 2 PM TO 4 PM

7425 County Road 1048, Auxvasse, MO 65231

Directions: From Auxvasse, Missouri take Highway B east 1 3/4 miles to Callaway County Road 1019, turn left and go 1.5 miles north to the junction of CCR 1019 and CCR 1048 to the house located at 7425 County Road. 1048, Auxvasse, MO

OFFERING 234+/- ACRES IN THREE TRACTS INCLUDING PENN HOMESTEAD & OTHER IMPROVEMENTS

TRACT 1: Consists of 14 +/- acres that is the Penn Homestead, where Kenneth currently resides. This tract has the house, all support buildings and grain bins and is accessed and has frontage on CCR 1048 which runs along the south side of the tract. The house is a single story, ranch style, wood frame structure with a shingle roof and vinyl siding. The original 26' x 40' center portion of the Penn home was built in 1984 and has a full masonry basement with a working sump pump. In 1992 a 20' x 26' wood frame addition was added on both the west and east ends of the original structure. They were built on concrete footings and foundations, making a total of 2,080 sq. ft. of living space. The original home has an LPG forced air furnace and central air conditioning. The additions both have electric baseboard heat. The entire house has thermal pane windows and doors. The home has three bedrooms including the master bedroom on the east end and two full baths. The master bedroom has a walk-out atrium door onto the deck, a large walk-in closet and access to the full bath and laundry room. The master bath has a double sink, walk-in shower with glass door and an attached laundry room with washer and electric dryer hook-ups. The second bath has a Safe Step walk-in tub. The house has a walk-through kitchen with late model oak cabinets with an appliance garage, Formica counter tops with back splash. In addition, it has oak cabinets along the back wall of the kitchen with overhead cabinet and a lower base cabinet with a dine-at counter top. The kitchen appliances include a Maytag smooth top electric range, built-in dishwasher and GE refrigerator/freezer, these all stay with the house. The home has a large family room on the west end, a dining area off the kitchen and a formal living room just inside the front door. The house has a front porch and a porch on the east end off the master bedroom. There is a covered carport at the back door. The house is hooked to a 630 ft. deep well which runs through an owned Culligan water treatment system. There is an updated septic tank and lagoon.

This tract also has a very attractive and functional 42' x 60' x 14' Morton building that was built in 1992, it has a full concrete floor, is wired for 110v and 220v electric, a walk-in door, a 12' overhead door with electric opener and a 20' aluminum frame sliding door.

Tract One also has some grain bins that include a 4-year-old 12,000-bushel bin with a perforated floor, spreader, fan and unloading auger. There are two 3,000-bushel bins and three small bins for dry storage.

There are several other functioning livestock/machine sheds on Tract One.

TRACT 2: Consists of 103 +/- acres with frontage and access from CCR 1048 which runs the full length of the south end of this tract. According to the Callaway County FSA Office this tract has 102.71 tillable acres and is currently being used for crop production. The balance of the tract is a narrow-wooded fence row the runs along the west side with a wider wooded fence row that runs along the north end of the property. There is an abandoned pond, a non-functioning building and waterways.

TRACT 3: Consists of 117 +/- acres located just 1/4 mile west of the auction location at the Penn Homestead, at the corner of CCR 189 and CCR 1048. This tract has frontage and access from both CCR 189 which runs the entire length of the west side and CCR 1048 which runs the entire length of the north side of this tract. According to the Callaway County FSA Office there are 110.33 tillable acres and it is currently being used for crop production. The balance of this tract is wooded draws, some scattered trees and waterways. There are no structural improvements on this tract.

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: The title and deed preparation and closing costs to be split 50/50 between the Sellers and Buyer.

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 all the 2025 farm income and pay all the 2025 Callaway County property taxes. The taxes on the Penn farm for 2023 was \$3378.11.

Survey & Acreage: New survey has been completed. Acreage will be sold based on new survey.

Closing: Anticipated closing date shall be on or before Monday, March 17, 2025 conducted at the offices of York Title, 1155 Aguilar Dr, Montgomery City, Mo 63361, (573) 564-8021.

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.

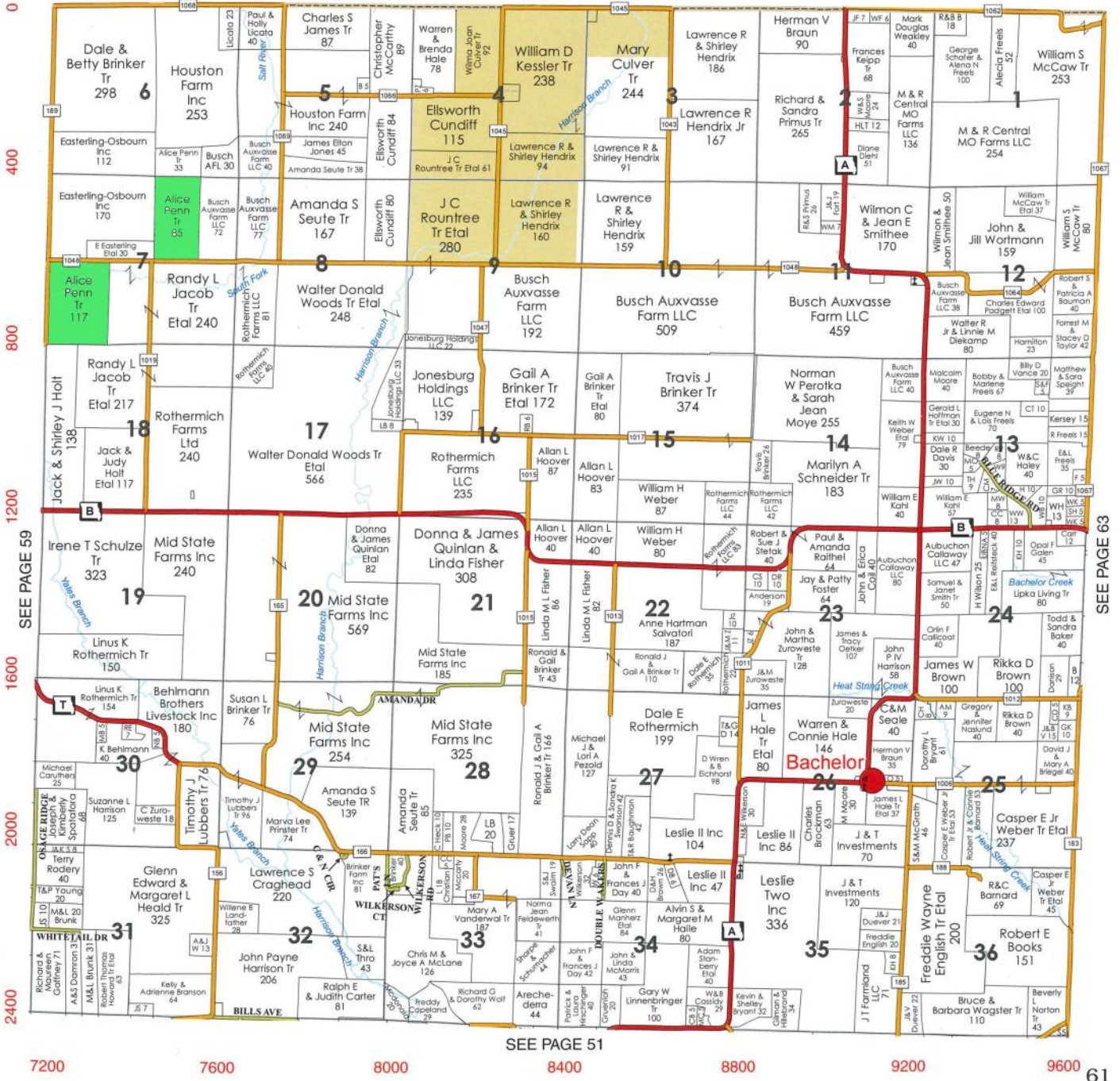
New Data, Corrections and Changes: Please arrive prior to scheduled auction time to inspect any changes, corrections or additions to the property information. **ALL ANNOUNCEMENTS AND INFORMATION GIVEN FROM THE AUCTION PODIUM SHALL TAKE PRECEDENCE OVER PREVIOUSLY PRINTED OR STATED ADVERTISEMENT.**



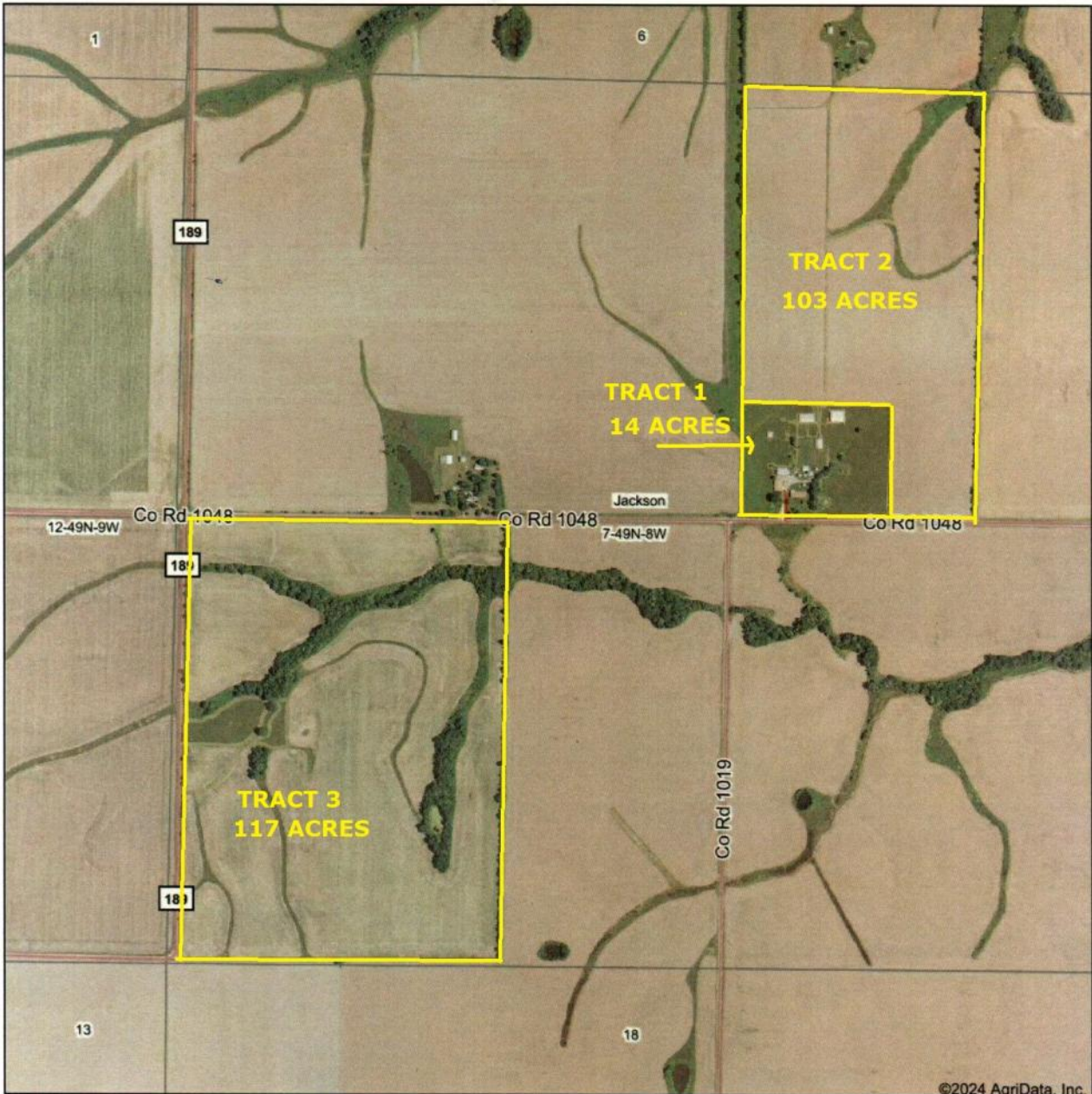
Township 49N - Range 8W

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AUDRAIN COUNTY

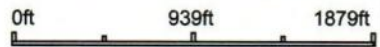


Aerial Map



©2024 AgriData, Inc.

Map Center: 39° 2' 19.56, -91° 51' 22.98



7-49N-8W
Callaway County
Missouri



Maps Provided By:
 **surety**
CUSTOMIZED ONLINE MAPPING
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10/18/2024



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.

Callaway Co. FSA

C=CORN-YEL-GR
 W=WHEAT-SRW-GR,GS=SORG-GRS-GR
 ALF=ALFALFA,FG
 SB=SOYBN-COM-GR, DC=DOUBLE CROP
 P=MIXFG-LGM-GZ, H=MIXFG-LGM-FG
 GLS=MIXFG-IGS-LS
 1,21,31=IMPROVED,UNIMPROVED,TIMBERGZ
 CCC=COVRC-CEG-CO
 *Unless notated on Map

1:5,310

Program Year: 2024

Created: 3/19/2024

Flown: 2022-6-20

- clu
- crp
- plss

**Farm 2289
Tract 2013**





All Measurements are
For FSA Programs Only

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 GLS=MIXFG-IGS-LS
 1,21,31=IMPROVED,UNIMPROVED,TIMBERGZ
 CCC=COVRC-CEG-CO
 *Unless notated on Map

1:3,930

Program Year: 2024

Created: 3/19/2024

Flown: 2022-6-20

- clu
- crp
- plss

Farm 2289
Tract 2106



MISSOURI
CALLAWAY
Form: FSA-156EZ



FARM : 2289
Prepared : 10/18/24 2:40 PM CST
Crop Year : 2025

See Page 3 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name : HENDRIX FARMS, LLC
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
236.74	213.04	213.04	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	213.04	0.00		0.00	0.00	0.00	0.00	

Crop Election Choice

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

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	54.29	0.00	119	0
Soybeans	77.01	0.00	42	0
TOTAL	131.30	0.00		

NOTES

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Tract Number : 2013

Description : L2 2A 6,7/49/8
FSA Physical Location : MISSOURI/CALLAWAY
ANSI Physical Location : MISSOURI/CALLAWAY
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : ALICE ANDERSON PENN TRUST
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
117.29	102.71	102.71	0.00	0.00	0.00	0.00	0.0

Tract 2013 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	102.71	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	25.64	0.00	119
Soybeans	36.36	0.00	42
TOTAL	62.00	0.00	

NOTES

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Tract Number : 2016

Description : L2 1B 7/49/8
 FSA Physical Location : MISSOURI/CALLAWAY
 ANSI Physical Location : MISSOURI/CALLAWAY
 BIA Unit Range Number :
 HEL Status : HEL field on tract.Conservation system being actively applied
 Wetland Status : Wetland determinations not complete
 WL Violations : None
 Owners : ALICE ANDERSON PENN TRUST
 Other Producers : None
 Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
119.45	110.33	110.33	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	110.33	0.00	0.00	0.00	0.00	0.00

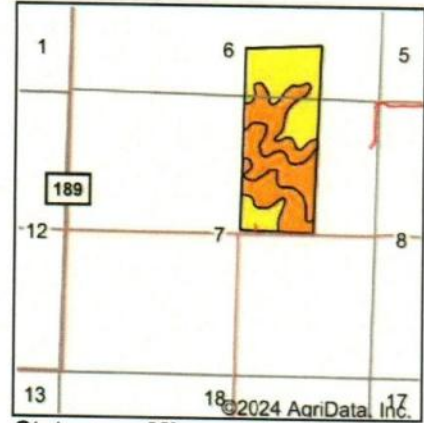
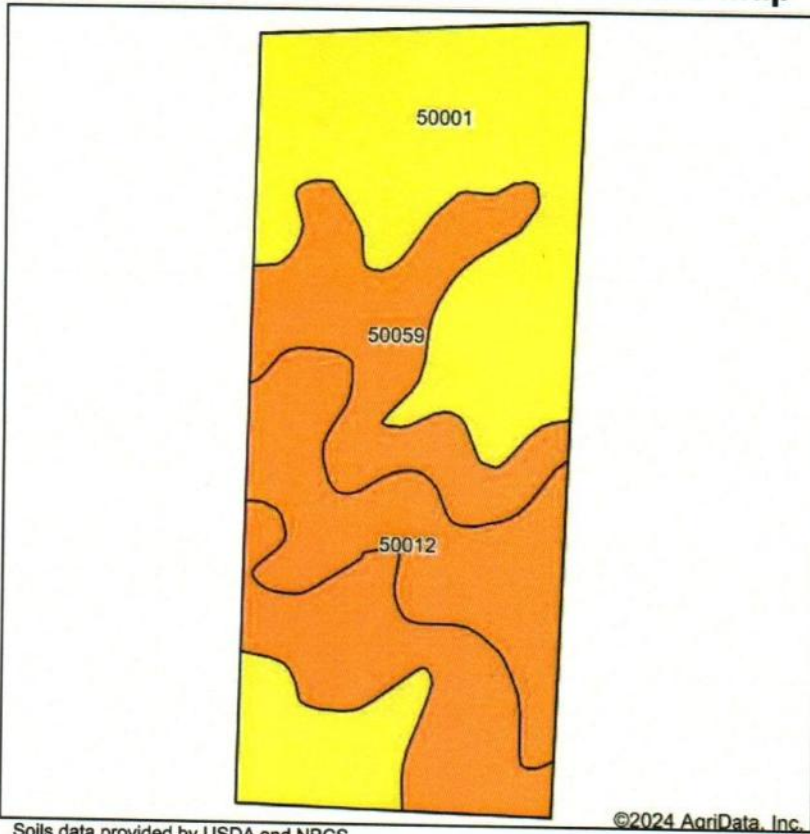
DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	28.65	0.00	119
Soybeans	40.65	0.00	42
TOTAL	69.30	0.00	

NOTES

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Soils Map






State: **Missouri**
 County: **Callaway**
 Location: **7-49N-8W**
 Township: **Jackson**
 Acres: **117.28**
 Date: **9/11/2024**

Maps Provided By:

 CUSTOMIZED ONLINE MAPPING
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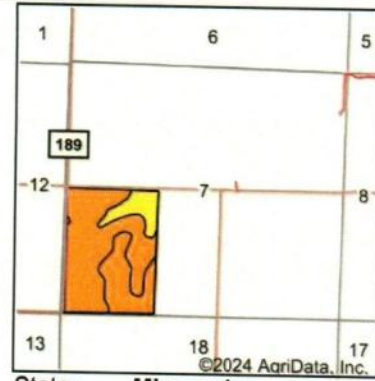
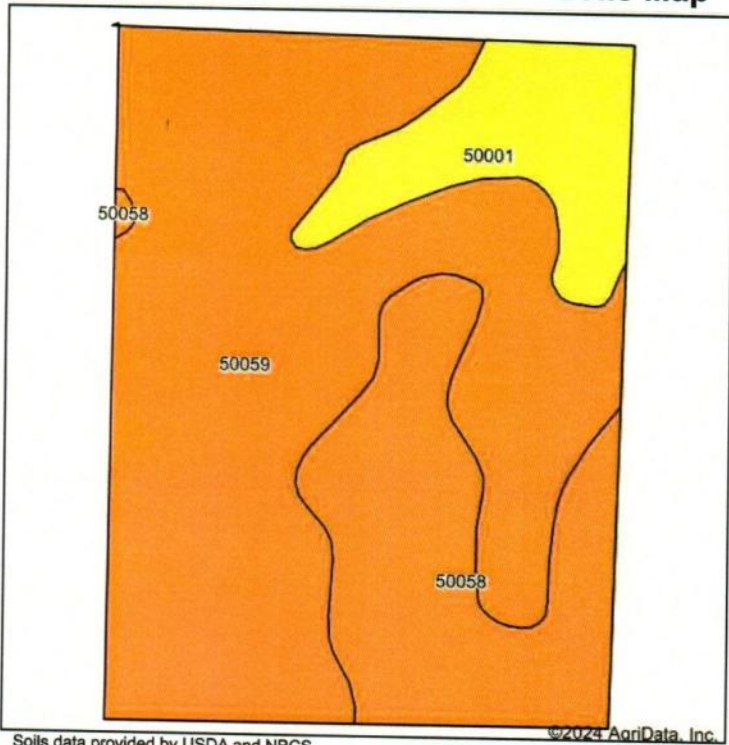


Area Symbol: MO027, Soil Area Version: 26

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c
50001	Armstrong loam, 5 to 9 percent slopes, eroded	52.15	44.5%		IVe
50059	Mexico silt loam, 1 to 4 percent slopes, eroded	41.53	35.4%		IIIe
50012	Putnam silt loam, 0 to 1 percent slopes	23.60	20.1%		IIIw
Weighted Average					3.44

*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils Map



State: **Missouri**
 County: **Callaway**
 Location: **7-49N-8W**
 Township: **Jackson**
 Acres: **117.08**
 Date: **9/11/2024**

Maps Provided By:



Area Symbol: MO027, Soil Area Version: 26

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	74.47	63.6%		IIIe
50058	Mexico silt loam, 0 to 2 percent slopes	28.02	23.9%		IIIw
50001	Armstrong loam, 5 to 9 percent slopes, eroded	14.59	12.5%		IVe
Weighted Average					3.12

*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.

PERSONAL PROPERTY

TRACTOR & EQUIPMENT

2011 JD 5083E TRACTOR, MFWD, LIMITED, FULL CAB, AIR, DUAL HYDS., LEFT HAND RECEIVER, 2 SETS REAR WHEEL WEIGHTS, 18.4 X 30 TIRES, 460 HOURS W/ JD 553 FRONT LOADER, GLOBAL QUICK ATTACH 72" MATERIAL BUCKET, 1 OWNER

JD CAT. II QUICK HITCH

SET OF STICK-ON PALLET FORK FOR LOADER

JD 709, 3 PT. ROTARY CUTTER

LIENBACK 3 PT. TANDEM DISC W/ NOTCHED BLADES

3 PT. 84" BOX BLADE W/ SCARIFIER

SHOP TOOLS

MAGNA FORCE 6 1/2 HP TWIN CYL. AIR COMPRESSOR

WARDS 200-AMP WELDER

CRAFTSMAN BENCH MODEL VARIABLE SPEED DRILL PRESS

DEWALT 110V RECIPROCATING SAW

MAKITA 110V 6" RIGHT ANGLE GRINDER

CRAFTSMAN 10" COMMERCIAL RADIAL ARM SAW, NEW

CRAFTSMAN 10" COMMERCIAL TABLE SAW, NEW

SKILSAW 10" FLOOR MODEL TABLE SAW, NEW

STIHL MS 180C GAS SAW

KARCHER 1800 PSI, 5 HP B & S ENGINE POWER WASHER

CRAFTSMAN COMMERCIAL SHOP VACUUM PORTABLE MOTOR STAND ON CASTERS

PORTABLE MOTOR HOIST

LOT OF TOOLBOXES

LOT OF WRENCHES, PLIERS

LOT OF HAND TOOLS, SHOVELS, HOES, ETC.

LOT OF LOG CHAINS & BINDERS

STIHL 026 CHAINSAW

STIHL FS 55RC SEEDEATER

TAP & DIE SET

LOT OF AUTOMOTIVE BOOKS

LOT OF HARDWARE

3 - STEP LADDERS

JD GATOR - LAWNMOWER - LAWN & GARDEN EQUIPMENT

2014 JD 825 SPECIAL EDITION GATOR IRS, 4

X 4, CANOPY, ELECTRIC DUMP & WINDSHIELD, POWER STEERING, 219.1 HOURS, 534 MILES

2021 JD X730 RIDING LAWNMOWER, HYDROSTATIC DRIVE, 60" MOWER DECK MTD. HYD., POWER STEERING CRAFTSMAN 42" PULL TYPE LAWN SWEEPER

LAWN BOY 22" PUSH MOWER

STIHL FS 70R GAS POWERED STRING TRIMMER

STIHL FS 58 RC STRING TRIMMER

TROY BILT WALK-BEHIND STRING TRIMMER W/ 6 HP B & S GAS MOTOR

TROY BILT "HORSE" 22" REAR TINE TILLER, 6 HP, B&S ENGINE

TROY BILT "PONY" REAR TINE TILLER, 5 HP FENCING SUPPLIES

LOT OF USED STEEL T POSTS

LOT OF METAL PIPE GATES

PICKUP & TRAILER

2016 FORD F-150 XLT PICKUP, 4WD, CREW CAB, 52,341 MILES

2015 STEALTH 12' SINGLE AXLE, BUMPER HITCH TRAILER W/ TONGUE BOX & 5' REAR MESH GATE, 2" BALL

HOUSEHOLD & FURNITURE

OAK DINING SET INCLUDES TABLES, 2 EXTRA LEAVES, 8 CHAIRS, (INCLUDING 2 CAPTAIN'S CHAIRS) & MATCHING GLASS FRONT CHINA CABINET

MAPLE DINING SET W/ CHINA HUTCH

3 PIECE LIVING SET INCLUDES SOFA, LOVESEAT & CHAIR, PLAID, GREAT CONDITION

FLORAL LOVE SEAT & MATCHING FLORAL SOFA, LIKE NEW

OAK CURIO CABINET

2 - OAK GLASS FRONT CORNER CABINETS

OAK BEDROOM SET INCLUDES QUEEN SIZE BED, DRESSER W/ TRI-FOLD MIRROR, CHEST

OAK NIGHT STAND

OAK 5-DRAWER CHEST

OAK CABINET/ BOOKCASE

OAK DESK W/ WOOD PULLS

OAK S ROLL DESK W/ BRASS PULLS

OAK DESK

OAK FILE CABINET

OAK GLASS FRONT ENTERTAINMENT CENTER

4 - OAK SWIVEL BAR STOOLS

OAK GLASS FRONT GUN CABINET

LOT OF END TABLES & COFFEE TABLES

48" FLAT SCREEN TV

MAYTAG WRINGER WASHER

SET OF MAYTAG HD AUTO. WASHER & ELECTRIC C DRYER

24" FLAT SCREEN TV

NECCHI SEWING MACHINE

2 - SEAGER TREADLE MODEL SEWING MACHINES

SMALL ELECTRICAL HOUSEHOLD APPLIANCES

SET OF GALVANIZED RINSE TUBS ON STAND

LOT OF PICTURES & FRAMES

LOT OF NASCAR BOOKS & MAGAZINES

LOT OF COLLECTOR NASCAR MODEL RACE CARS

LOT OF PRESS GLASSWARE

AMERICAN CLASSIC MODEL CARS

LOT OF CHINA PLATES & BOWLS

LARGE LOT (100S) OF CHICKEN COLLECTIBLES, GLASS, CHINA, PORCELAIN, ALL SIZES

COLLECTIBLES

APPROX. 200 - LP 78 VINYL RECORD ALBUMS, COUNTRY, WESTERN & CONTEMPORARY MUSIC

LOT OF 100 - 45 RPM DOUBLE SIDED RECORDS

LOT OF CDS & CASSETTE TAPES, COUNTRY

GUNS

UNIVERSAL 30 CAL. CARBINE, AUTO. RIFLE, W/ 3 CLIPS

HAWTHORNE MODEL 580 AUTOMATIC 22 CAL. RIFLE

JENNINGS MODEL J-22 - 22 LR CAL. AUTO PISTOL W/ 2" BARREL & 2 CLIPS

BRIDGE 12 GA. DOUBLE BARREL SHOTGUN, HAMMER TYPE

BILL ELLIOTT COMMEMORATIVE CASE KNIFE WITH CASE

BOAT & MISCELLANEOUS

14' ALUMINUM JON BOAT

2 - IGLOO DOG HOUSES



**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 17th day of February, 2025 by and between _____ KENNETH & ALICE (deceased) PENN _____

(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 Callaway 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 Monday, March 17, 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 York Title 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 York Title. 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 Monday, March 17, 2025 at the office of York Title 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 new buyer will get all the 2025 farm income and pay all the 2025 Callaway 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 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 COMPANIES INFORMATION:

Name: York Title

Address: 1155 Aguilar Dr, Montgomery City, Mo 63361

Phone: (573) 564-8021