

MONTGOMERY COUNTY

REAL ESTATE & PERSONAL PROPERTY AUCTION

FRIDAY, NOVEMBER 15, 2024 at 10 AM

AUCTION & PROPERTY LOCATION: 1571 Highway E, Gamma, MO 63333

Directions: From Montgomery City, MO take Highway 161 northeast 5 miles to Highway V, turn right and take Hwy. V east 5 miles to Hwy. E (just south of Bellflower, MO in the curve), turn left on Hwy. E and go north 6 miles through Bellflower then through Gamma for another 1/2 mile to the Property on the left. OR from the 4-way stop on Highway 19 in Wellsville, MO turn right on Highway A, go 1/10 mile to Hwy. CC, turn right on Hwy. CC and go east 12.5 miles to Gamma, turn left in the curve onto Hwy. E and go 1/2 mile east to the property on the left.

In case of inclement weather, we will use the machine shed on Tract One to conduct the auction. We will start on the real estate at 10 AM, then sell shop tools and farm supplies until Noon, then start on machinery at Noon, then finish with any remaining miscellaneous.



64 +/- ACRES TOTAL TO BE OFFERED IN 6 TRACTS RANGING IN SIZE FROM 5 ACRES TO 22 ACRES OF OPEN FARMLAND, ALL WITH EITHER FRONTAGE ON OFF HWY. E OR MONTGOMERY COUNTY ROAD FRONTAGE. THE PROPERTY IS LOCATED IN TOWNSHIP 50N, RANGE 4W, SECTIONS 26 AND 27.

SELLERS: The Beneficiaries of William "Bill" & Julia Peveler

Wheeler 
AUCTIONS & REAL ESTATE

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

For more information
Charlie Nordwald
(636) 795-4552

www.wheelerauctions.com

MONTGOMERY COUNTY

REAL ESTATE & PERSONAL PROPERTY AUCTION

FRIDAY, NOVEMBER 15, 2024 AT 10 AM

PRE-AUCTION PROPERTY VIEWING

FRIDAY, NOVEMBER 1 FROM 2 PM TO 4 PM

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64 +/- ACRES TOTAL TO BE OFFERED IN 6 TRACTS RANGING IN SIZE FROM 5 ACRES TO 22 ACRES OF OPEN FARMLAND, ALL WITH EITHER FRONTAGE ON OFF HWY. E OR MONTGOMERY COUNTY ROAD FRONTAGE. THE PROPERTY IS LOCATED IN TOWNSHIP 50N, RANGE 4W, SECTIONS 26 AND 27.

TRACT ONE: lies in the very southwest corner of the property and consists of 5+/- acres with frontage and access off Hwy. E that runs along the south side of this tract. It also has frontage on Mabry Road that runs along the west side. Tract One has the house, machine shed, hip roof barn and other support buildings. There is rural water hooked to the house, plus there is a deep well.

The original house was built in 1902 and has 9 rooms. The kitchen has wooden cabinets, linoleum flooring and the kitchen appliances will stay with the house. There is a partial basement with two sump pumps. The house has steel siding, shingle roof, a front porch with balcony. There are lots of closets, the house has the original hardwood floors and trim. There is one bath on the main floor. The house is heated with energy efficient LPG hot water heat with wall registers.

There is a 40' x 60' red iron building with 14' side walls that was built in 1975. It has a full concrete floor, wood burning stove, a 20' rollback door and 2 walk-in doors and the building is wired for electric.

There is a two-car detached garage with two overhead doors and a concrete floor.

TRACT TWO: Consist of 5+/- Acres that lies in the northwest corner of the property with frontage and access off Mabry Road which runs along the west side of the tract. This tract is primarily level and currently being used for hay production and grazing.

TRACT THREE: 19+/- Acres with frontage off Highway E that runs all along the south side of this tract. There are no improvements and this tract is currently in hay production and grazing. There is a pond in the very northeast portion of this tract.

TRACT FOUR: Consists of 22 +/- acres and is the largest of the 6 tracts. This tract is basically in the middle of the farm and has frontage and access off Hwy. E that runs along the south side of the tract. The tract lies good and is currently being used for hay production and grazing. There is a pond on the tract and some scattered trees and woods on the north end.

TRACT FIVE: Consists of 5+/- acres that lie on the east side of the farm with frontage and access off McCullough Road that runs along the east end of the tract. The open ground on this tract is being used for pasture and the balance is in woods.

There is a hay shed on this tract.

TRACT SIX: Consist of 8+/- acres and lies in the very northeast corner of the farm with frontage and access off McCullough Road that runs along the east end of the tract. There is a wooded draw that runs through the tract with pasture on both sides of the draw.

NOTE: Rural water is available along Highway E.

AUCTIONEER NOTE: This is the exact kind of property we get daily calls for, close to St. Charles and Lincoln Counties, the Greater Metropolitan St. Louis area, good access, rural water, small tracts, lots of potential for residential, agricultural and recreational uses.

AUCTION TERMS AND CONDITIONS

Procedure: Property shall be sold subject to the absolute highest bidder.

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.

Auction Method: Tract 1 sells by the whole dollar amount. Tracts 2-6 sells by the choice method times the multiplier.

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

Possession: Possession will be given at closing.

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.

Taxes: The 2024 Property taxes will be paid by the seller.

Survey & Acreage: A survey has already been commissioned and as soon as it is completed, we will update our acreages to reflect the actual surveyed acreages.

Closing: Anticipated closing date shall be on or before Monday, December 16, 2024 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.

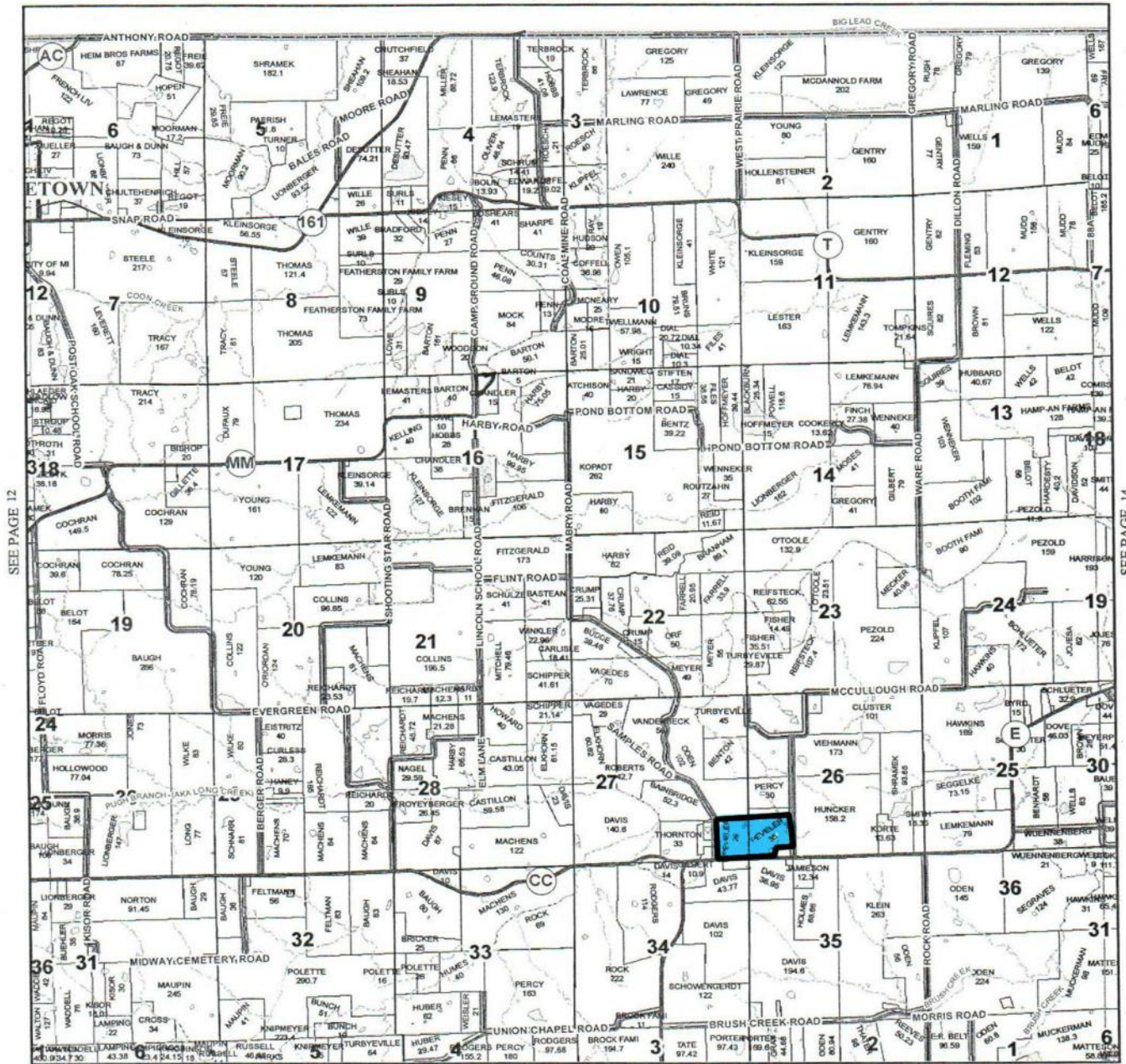
Disclaimer: The property is being sold on an "as is, where is" basis, and no warranty or representation, either express or implied, concerning the property is made by either the sellers or the auction company. Each bidder is responsible for conducting its own independent inspections, investigations, 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 50N

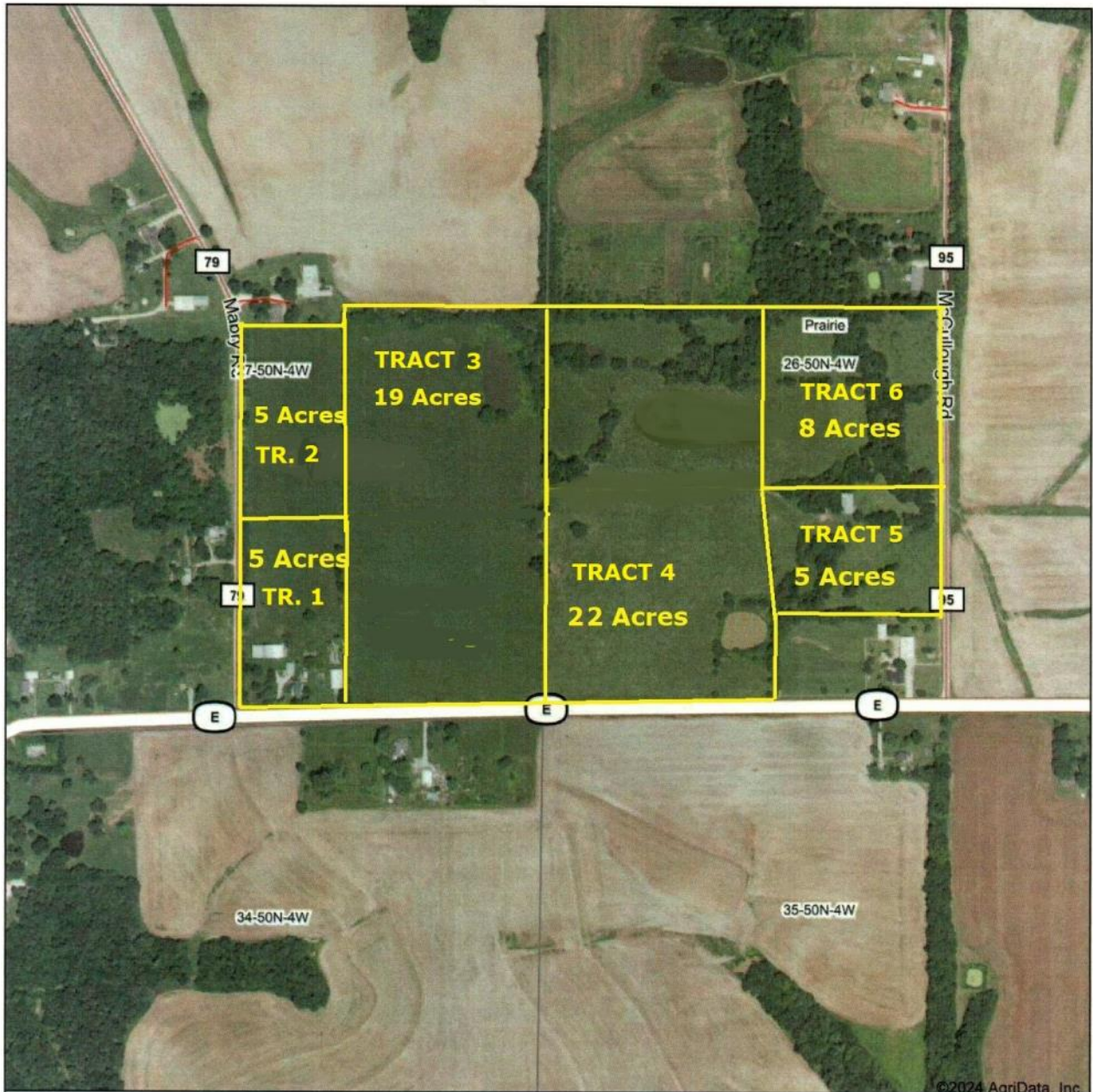
PIKE COUNTY

RANGE 4W



SEE PAGE 17

Aerial Map



Map Center: 39° 4' 9.41, -91° 20' 4.69

0ft 517ft 1034ft

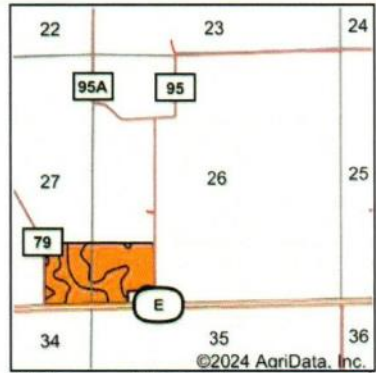
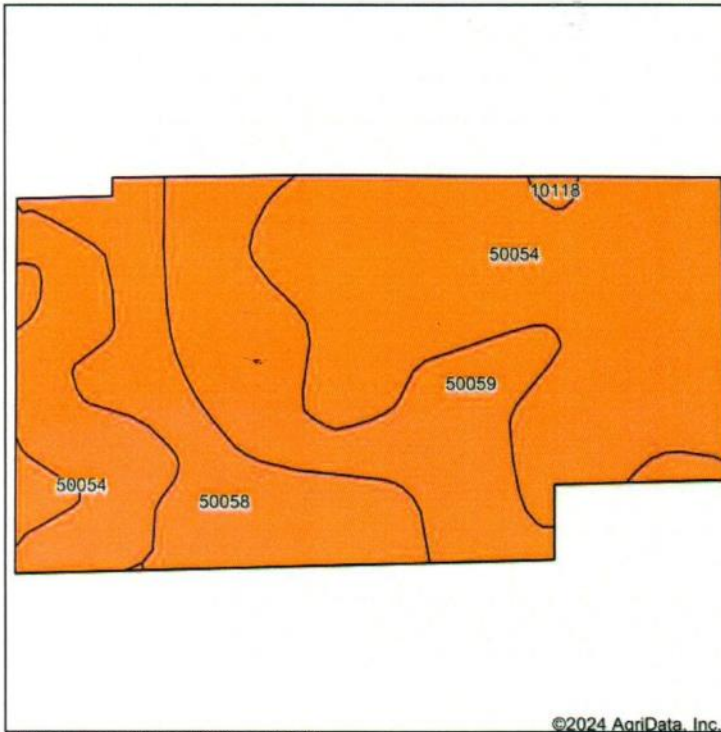


26-50N-4W
Montgomery County
Missouri



9/27/2024

Soils Map



State: **Missouri**
 County: **Montgomery**
 Location: **26-50N-4W**
 Township: **Prairie**
 Acres: **64.35**
 Date: **9/27/2024**



Soils data provided by USDA and NRCS.

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Area Symbol: MO139, Soil Area Version: 23										
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Caucasian bluestem Tons	Common bermudagrass Tons	Orchardgrass red clover Tons	Tall fescue Tons	Warm season grasses Tons
50054	Armster silt loam, 2 to 7 percent slopes	35.07	54.5%		IIIe					
50059	Mexico silt loam, 1 to 4 percent slopes, eroded	15.91	24.7%		IIIe					
50058	Mexico silt loam, 0 to 2 percent slopes	11.89	18.5%		IIIw					
10118	Sampsel silty clay loam, 5 to 9 percent slopes, eroded	1.48	2.3%		IIIe	2	7	6	7	9
Weighted Average					3.00	*-	0.2	0.1	0.2	0.2

*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.

Montgomery Co. FSA

WHT=WHEAT,SRW,GR C=CORN,YEL,GR
 SB=SOYBENS,COM,GR (DC=Double Crop)
 MILO=SORGH,GRS,GR ALF-ALFALFA,FG
 MXG=MIXFG,IGS(cool) NSG=MIXFG,NSG(warm)
 T31=MIXFG,IGS,TIMBER,GRAZED
 FG=FORAGE HAY GZ=GRAZED
 CO=COVER CROP
 *ALL NON-IRRIGATED UNLESS NOTATED ON MAP
 *Unless notated on Map

1 inch equals 317 feet

Program Year: 2025

Created: 10/1/2024

Flown: 2022-6-16

- clu
- crp
- plss

Farm 2020
Tract 2385



FSA NOTE: The Montgomery County FSA Office says there is 51.75 acres of cropland on this total property.

MISSOURI
MONTGOMERY
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

FARM : 2020
Prepared : 10/7/24 10:57 AM CST
Crop Year : 2025

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name : XXXXXXXXXX
 CRP Contract Number(s) : None
 Recon ID : None
 Transferred From : None
 ARCPLC G/IF Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
65.63	51.75	51.75	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD	
0.00	0.00	51.75	0.00		0.00	0.00	0.00	0.00	

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	None

DCP Crop Data

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

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Tract Number : 2385

Description : I-4 R 1A 27/50/4
 FSA Physical Location : MISSOURI/MONTGOMERY
 ANSI Physical Location : MISSOURI/MONTGOMERY
 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 : GERALD L PEVELER, MICHAEL W PEVELER, HAZEL I CABRERA, KERRY A PEVELER, ROXANNA L CAMPBELL, KENNETH E PEVELER
 Other Producers : None
 Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
65.63	51.75	51.75	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	51.75	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Tract 2385 Continued ...

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

We will start on the real estate at 10 AM, then sell shop tools and farm supplies until Noon, then start on machinery at Noon, then finish with any remaining miscellaneous.

TRACTORS

- 1979 JD 2640B DIESEL TRACTOR, STANDARD TRANS., DUAL HYDS., W/ JD 620 HYD. LOADER, QUICK ATTACH 5' MATERIAL BUCKET W/ HAY FORK, HOOKED IN TRACTOR REMOTES, CANOPY, ROPS, REAR WEIGHTS, 18.4 X 30 TIRES, 435 HOURS ON ABILENE REBUILT ENGINE, RUNS & WORKS, PTO DISENGAGES WHEN HOT
- 1979 MF 265 DIESEL TRACTOR, 4 SPD. STANDARD TRANS., POWER STEERING, DUAL HYDS., 4 CYL PERKINS DIESEL, 2,159 AC. HOURS, ONE OWNER, 16.9 X 28 TIRES W/ POWER SPREAD WHEELS, 4 FRT. WEIGHTS
- 1954 FARMALL SUPER C TRICYCLE FRONT TRACTOR, HYD. REMOTES, FENDERS, REAR WEIGHTS, FAST HITCH, NEW 11.2 X 36 TIRES
- FORD 901 SELECT-O-SPEED GAS TRACTOR, FACTORY WIDE FRONT, ORIGINAL TRICYCLE FRONT END, POWER STEERING, HYD. REMOTES

FARM MACHINERY

- NEW HOLLAND 268 TWINE TIE HAY BALER
- NEW HOLLAND 489 - 9' MOWER CONDITIONER, NEW WOBBLER BOX
- OWATONNA 217 - 9' MOWER CONDITIONER W/ RUBBER ROLLER CONDITIONER
- MF 41 - 3 PT. 7' SICKLE BAR MOWER, BELT DRIVE
- OLIVER 107 SIDE DELIVERY 5-BAR HAY RAKE
- NEW HOLLAND 1002 AUTO. SQUARE BALE WAGON, 56-BALE CAPACITY, USED IN 2019
- 3 PT. SWIVEL 6' BLADE
- 3 PT. POST HOLE DIGGER

- 2 ROW CULTIVATOR, FRONT MOUNT, FOR INT. SUPER C PLOW FOR SUPER C, 2 PT. BMB XL-7, 3 PT. ROTARY CUTTER
- DAVID BRADLEY RUNNING GEAR W/ 7' X 14' FLATBED W SIDE KIT
- 2 - RUBBER TIRED FLATBED FARM WAGONS
- KEWANEE 8' TANDEM WHEEL DISC
- INT. ONE PRONG RIPPER
- ZIP SEEDER ZF6 - 3 PT. 4' DISC OPENER
- INT. 2-ROW, 2 PT. CORN PLANTER
- PORTABLE 9" PTO DRIVE FEED GRINDER
- LAND PRIDE 6' 3 PT. FINISH MOWER
- 2 - PTO GRASS SEEDERS
- 12V ATV SPRAYER

SHOP TOOLS & EQUIPMENT

- FAIRBANKS PORTABLE GAS-POWERED GENERATOR
- MARQUETTE 235-AMP WELDER
- PORTABLE TWIN CYLINDER AIR COMPRESSOR
- VARIABLE SPEED FLOOR MODEL DRILL PRESS
- CRAFTSMAN TWO-PIECE TOOL CHEST
- 2 - CRAFTSMAN FLOOR MODEL DOUBLE BIT GRINDERS
- LARGE FLOOR MODEL MANLEY HYD. SHOP PRESS, HAND PUMP
- FLOOR MODEL BAND SAW
- 4-TON HYD. PORTA-POWER ACETYLENE TORCH SET W/ CART, TANKS & HOSES
- CENTURY CABINET MODEL BATTERY CHARGER
- CONTINENTAL HYD. MOTOR HOIST ON CASTERS
- LOT OF ELECTRICAL SHOP TOOLS
- 5 CHAINSAWS
- LOT OF HAND TOOLS, SHOVELS, SPADES, AXES, MAULS, ETC.
- CRAFTSMAN 3/4" SOCKET SET

- LOT OF GEAR PULLERS & BEARING SPLITTERS
- LOT OF SCREWDRIVERS, CHISELS & PUNCHES
- LOT OF PNEUMATIC WRENCHES
- LOT OF WRENCHES
- TAP & DIE SET
- COMPLETE SET OF METRIC & STANDARD WRENCHES & SOCKETS
- ACK STANDS
- HYD & SCREW JACKS
- SHOP VACUUM
- ANTIQUES & COLLECTIBLES
- TREADLE GRINDSTONE
- 5 GALLON METAL CREAM CAN SAUSAGE STUFFER
- CAST IRON PUMP
- 2 - ONE-MAN CROSSCUT SAWS
- THREE BURNER KEROSENE STOVE
- LPG ANTIQUE CABINET MODEL COOK STOVE
- LOT OF WOODEN EGG CRATES
- WOODEN WASH BENCH
- TOY WAGON
- #2 CAST IRON DINNER BELL, ORIGINAL CLAPPER
- LOT OF STEEL WHEELS, VARIOUS SIZES

PONY CART & SADDLE

- LEATHER PONY SADDLE
- PONY CART

HOUSEHOLD & FURNITURE

- THREE-PIECE OAK BEDROOM SET, DOUBLE BED, CHEST & DRESSER
- LOT OF HOUSEHOLD FURNITURE
- HOT POINT SMALL FREEZER
- LOT OF GLASSWARE, CHINA & COOKWARE
- SENTRY COMBINATION SAFE
- LOT OF PICTURE FRAMES

CAMPER - LAWN & GARDEN EQUIPMENT - ATV

- SUN LITE EAGLE PICKUP SLID-IN CAMPER, STOVE, SINK
- REFRIGERATOR, CRANK-UP

- SET OF METAL 16" X 6" SLIDE-IN STOCK RACKS
- TORO 265 HYDRO RIDING LAWNMOWER, 42" DECK, KOHLER 15 HP GAS ENGINE
- TUFF CUT 24" WALK BEHIND LAWNMOWER, 8 HP
- ARENS REAR TINE GARDEN TILLER
- HEALD HAULER 3-WHEEL ATV

FUEL & LPG TANKS FARM SUPPLIES

- 1000 GALLON LPG TANK
- 300 GAL. OVERHEAD FUEL TANK
- 150 GALLON OVERHEAD FUEL TANK
- LOT OF VARIOUS GATES, PANELS, POSTS, FARM SUPPLIES

GUNS

- DAISY 2202 - 22 CAL. BOLT ACTION RIFLE
- INTER ARMS "THE SQUARE" SIDE & SIDE 410 SHOT GUN, 3" CHAMBER, HAMMERLESS, BREECH LOAD
- REVELATION 316R - 16 GA. BOLT ACTION SHOTGUN, POLY CHOKE, 2 3/4"
- RUGER MARK II - 22 CAL. AUTO PISTOL
- BREYCO AUTO. 22 CAL PISTOL

NOTE: THE PEVELER FAMILY HAS LIVED IN THIS HOUSE AND ON THE FARM SINCE 1958, AND WE ARE STILL GOING THROUGH CLOSETS, BOXES, AND IN THE CORNERS, NO TELLING WHAT KIND OF COLLECTIBLES AND ANTIQUES THAT MIGHT SHOW UP. THERE WILL BE 3-5 WAGONS OF MISC. HOUSEHOLD, COLLECTIBLE, ANTIQUE, SHOP TOOLS, AND HARDWARE.



**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 15th day of November, 2024 by and between _____ The Beneficiaries of William "Bill" & Julia Peveler _____ (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 Montgomery 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, December 16, 2024 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, December 16, 2024 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 2024 Property taxes will be paid by the seller.

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 currently being rented to a neighbor for hay productions and grazing so there is cattle tight boundary and cross fences. The farm will be sold free of any future farm 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 & Abstract

Address: 1155 Aguilar Dr, Montgomery City, Mo 63361

Phone: (573) 564-8021