

# Audrain County

## REAL ESTATE AUCTION

**WEDNESDAY, FEBRUARY 19, 2025 at 10 AM**

**AUCTION LOCATION: Centralia Masonic Lodge, 690 Jefferson Street, Centralia, MO 65240**

PROPERTY LOCATION: From Mexico, MO take Highway 22 west 7 miles OR from Centralia, MO take Highway 22 east 7 miles to Highway E, turn and go north 5 miles to Highway T, turn left and go west 1 mile to Audrain County Road 209, turn right and go north 2 miles to the farm. It is in the northwest corner of the junction of ACR 209 and ACR 256.

**THE SINGER PROPERTY IS LOCATED IN TOWNSHIP 52N,  
RANGE 10W, SECTION 9 OF AUDRAIN COUNTY, MO  
THE PROPERTY CONSISTS OF 442 SURVEYED ACRES TO  
BE OFFERED IN 3 TRACTS RANGING FROM 142.1 ACRES TO  
153.6 ACRES. EACH TRACT HAS DIRECT ACCESS  
OFF AUDRAIN COUNTY ROAD 209 OR 256.**

**SELLERS: THE SHELTON R. SINGER AND  
MARY LEE SINGER REVOCABLE TRUST**



For more information  
Charlie Nordwald  
(636) 795-4552  
[www.wheelerauctions.com](http://www.wheelerauctions.com)



# AUDRAIN COUNTY REAL ESTATE AUCTION

**WEDNESDAY, FEBRUARY 19, 2025 AT 10 AM**

**PRE-AUCTION PROPERTY VIEWING  
WEDNESDAY, FEBRUARY 5 FROM 2 PM TO 4 PM**

## **AUCTION LOCATION:**

**Centralia Masonic Lodge, 690 Jefferson St. Centralia, MO 65240**

Property Location: From Mexico, MO take Highway 22 west 7 miles OR from Centralia, MO take Highway 22 east 7 miles to Highway E, turn and go north 5 miles to Highway T, turn left and go west 1 mile to Audrain County Road 209, turn right and go north 2 miles to the farm. It is in the northwest corner of the junction of ACR 209 and ACR 256.

**THE SINGER PROPERTY IS LOCATED IN TOWNSHIP 52N,  
RANGE 10W, SECTION 9 OF AUDRAIN COUNTY, MO  
THE PROPERTY CONSISTS OF 442 SURVEYED ACRES TO BE OFFERED IN  
3 TRACTS RANGING FROM 142.1 ACRES TO 153.6 ACRES.  
EACH TRACT HAS DIRECT ACCESS OFF AUDRAIN COUNTY ROAD 209 OR 256.**

The Audrain County FSA Office calls for a total of 335.12 acres of crop land which has been tile terraced with grass waterways. Over the years, the Singer Farm has had lots of work and money spent on conservation measures to help increase productivity and reduce soil erosion.

The Singer Farm is currently being surveyed, and as soon as the new survey acreages are available we will publish them.

**TRACT 1:** Lies on the very west side of the farm and consists of 142.1 acres with frontage and access off ACR 25, which runs along the south side. Tract One has an electric meter and a rural water meter already in place. The improvements include a 28 ft. x 39 ft. enclosed pole frame building with a 12 ft. x 39 ft. open front lean-to. A Harvestore silo and two older model grain bins. Tract One is primarily open and currently in crop production with the balance in a narrow-wooded draw and has some mature timber in the northwest corner and along the north line.

**TRACT 2:** Lies in the middle of the farm and consists of 153.6 acres with frontage and access directly off ACR 256, which runs along the south side of the tract. Tract Two has a high percentage of tillable land that is currently being used for crop production with the balance in a wooded creek bank along Young's Creek which runs along the east side and there are two patches of mature timber in the northwest and northeast corners.

**TRACT 3:** Lies on the east side of the Singer Farm and consists of 146.3 acres with frontage and access from Audrain County Road 256 which runs along the entire south side and ACR 209 which runs along the east side of this tract. Tract Three is primarily open and currently in crop production with the balance in wooded creek banks on Young's Creek which runs along the west side and there are a couple of waterways.

# 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 will be 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.

**Taxes:** The new buyer is to get all the 2025 farm income and pay all the 2025 property taxes. The 2023 Audrain County property taxes were \$1,231.33.

**Survey & Acreage:** A new survey has been completed. Acreage will be sold based upon the new survey.

**Closing:** Anticipated closing date shall be on or before Wednesday, March 19, 2025 conducted at the offices of Audrain County Title Company, 120 N Jefferson St, Mexico, MO 65265, (573) 581-5136.

**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.**



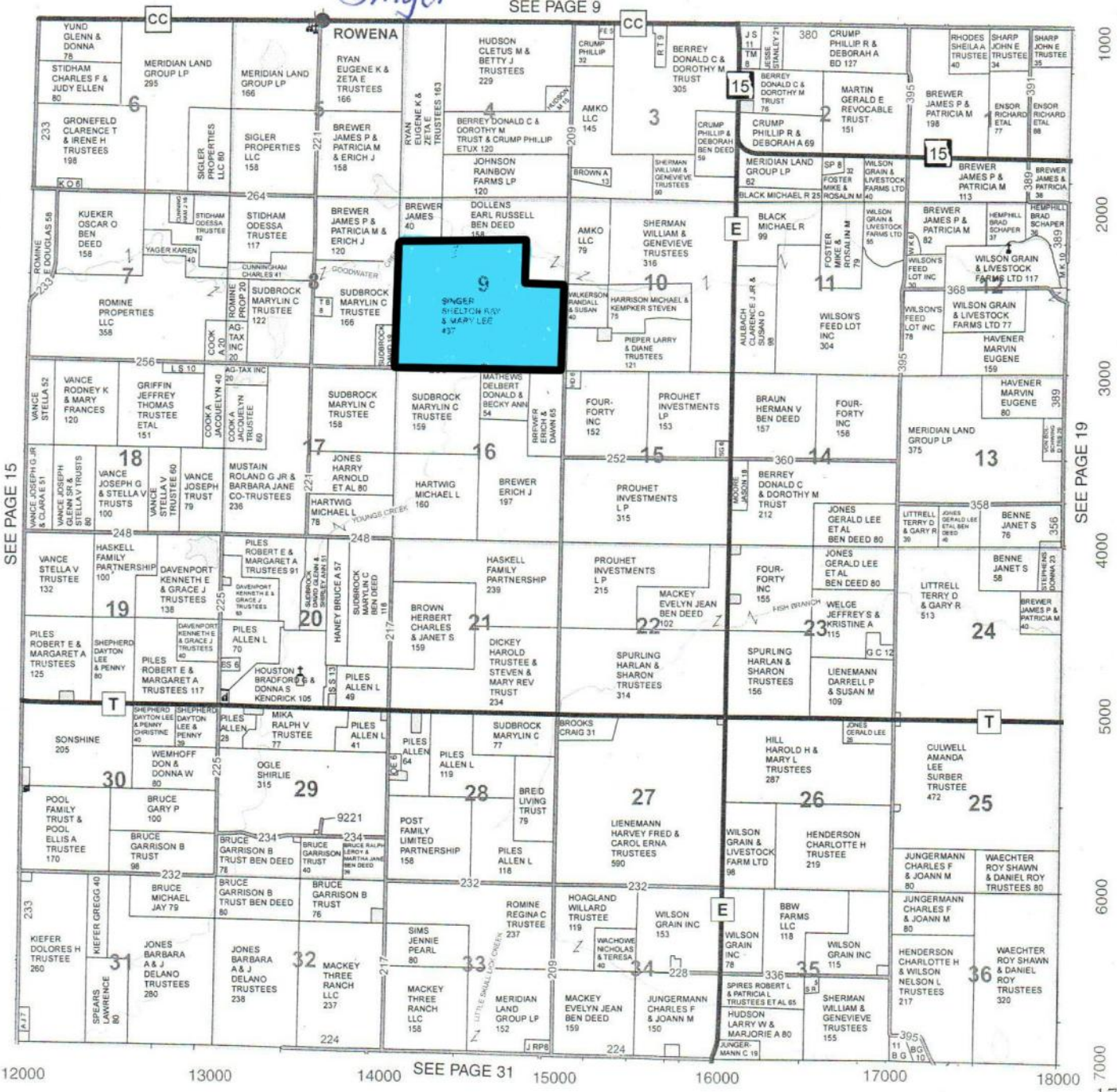
Wilson (C)

*Hudson City*  
*"Singer"*

Township 52N - Range 10W

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SEE PAGE 9



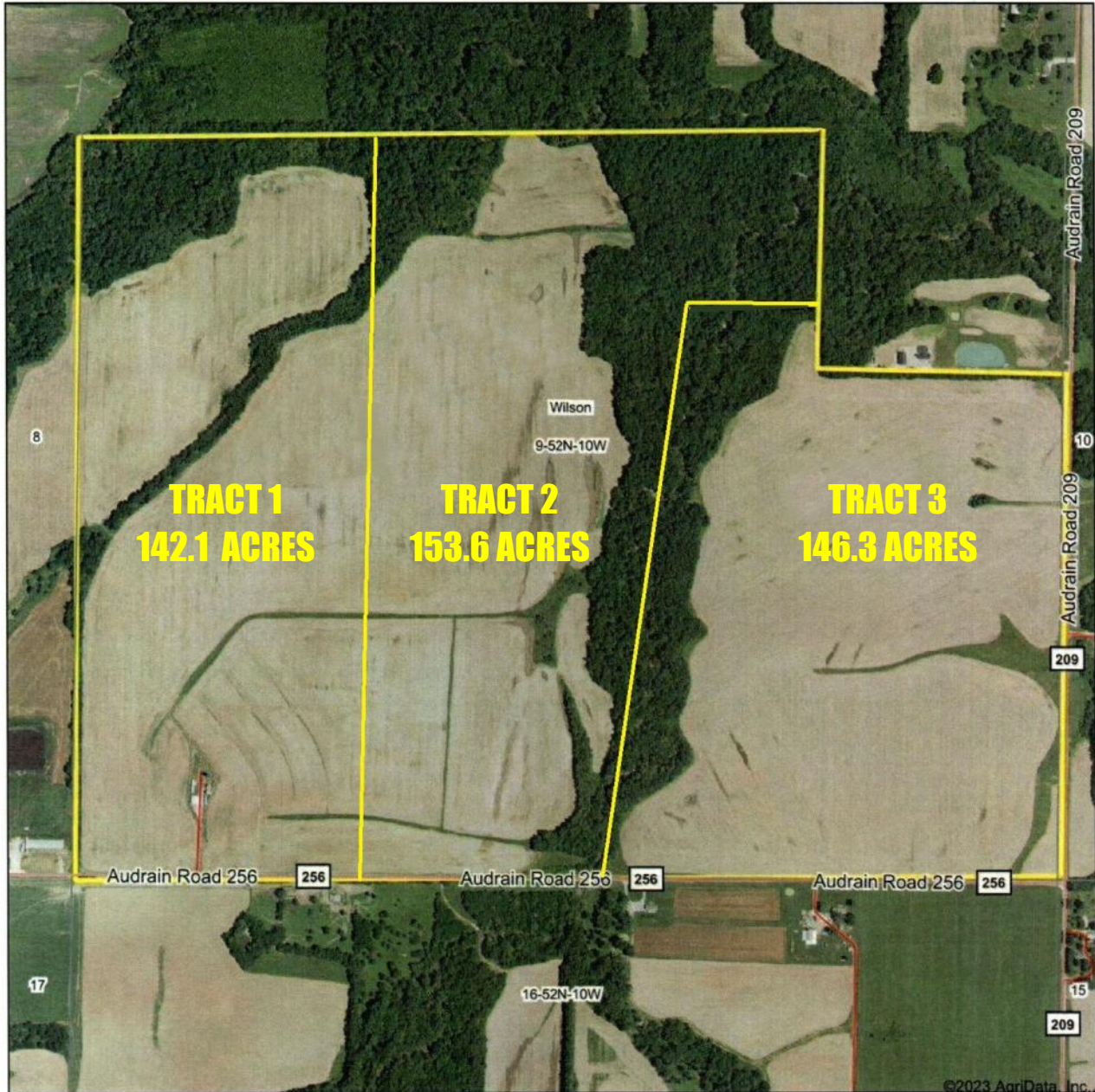
SEE PAGE 15

SEE PAGE 19

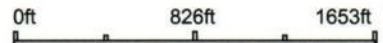
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17

# Aerial Map

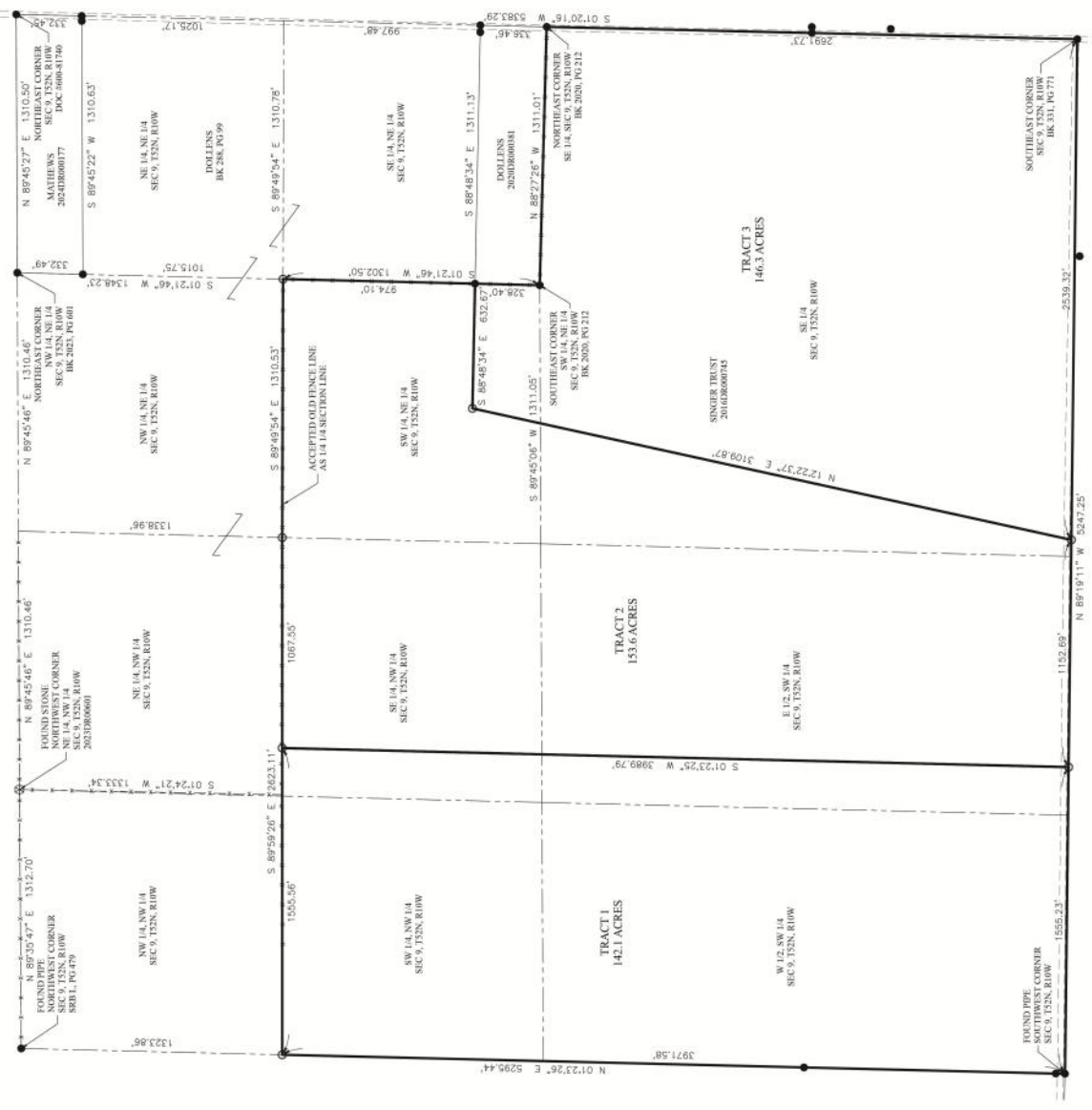


Map Center: 39° 18' 4, -92° 2' 4.24



**9-52N-10W**  
**Audrain County**  
**Missouri**

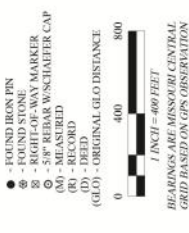




**TRACT 1:**  
 West of the fifth principal meridian, Audrain County, Missouri, being more particularly described as follows:  
 Beginning at an iron pipe marking the Southwest corner of said Section 9, thence along the West line of said Section 9, North 01 degrees 23 minutes 26 seconds East, a distance of 3971.58 feet to an iron rod marking the Northwest corner of the South Half of the Northwest Quarter of said Section 9; thence along the North line of said South Half, South 88 degrees 39 minutes 26 seconds East, a distance of 1555.26 feet to an iron rod; thence South 01 degrees 23 minutes 26 seconds West, a distance of 1009.79 feet to an iron rod; thence North 89 degrees 19 minutes 11 seconds West, a distance of 1555.23 feet to the POINT OF BEGINNING containing 142.1 acres.

**TRACT 2:**  
 West of the fifth principal meridian, Audrain County, Missouri, being more particularly described as follows:  
 Commencing at an iron pipe marking the Southwest corner of said Section 9, thence along the South line of said Section 9, South 89 degrees 19 minutes 11 seconds East, a distance of 1555.23 feet to an iron rod and the POINT OF BEGINNING; thence North 01 degrees 23 minutes 26 seconds East, a distance of 3971.58 feet to an iron rod; thence North 12 degrees 22 minutes 37 seconds East, a distance of 3109.87 feet to an iron rod; thence North 89 degrees 19 minutes 11 seconds West, a distance of 1009.79 feet to an iron rod; thence South 89 degrees 49 minutes 54 seconds East, a distance of 1310.53 feet to an iron rod marking the Northeast corner of said Section 9; thence South 89 degrees 49 minutes 54 seconds East, a distance of 1310.53 feet to an iron rod marking the Northeast corner of the Southwest Quarter of said Northeast Quarter; thence along the East line of the Southwest Quarter of said Northeast Quarter, South 01 degrees 23 minutes 26 seconds West, a distance of 974.10 feet to an iron rod; thence North 88 degrees 48 minutes 34 seconds West, a distance of 328.40 feet to an iron rod; thence South 89 degrees 19 minutes 11 seconds West, a distance of 1152.69 feet to the POINT OF BEGINNING containing 131.6 acres.

**TRACT 3:**  
 A tract of land being part of the Southwest Quarter and part of the Southeast Quarter of the Northeast Quarter of Section 9, Township 52 North, Range 10 West of the fifth principal meridian, Audrain County, Missouri, being more particularly described as follows:  
 Beginning at an iron rod marking the Southeast corner of said Section 9, thence along the South line of said Section 9, North 89 degrees 19 minutes 11 seconds West, a distance of 2539.32 feet to an iron rod; thence North 12 degrees 22 minutes 37 seconds East, a distance of 3109.87 feet to an iron rod; thence North 89 degrees 19 minutes 11 seconds West, a distance of 1009.79 feet to an iron rod; thence South 89 degrees 49 minutes 54 seconds East, a distance of 1310.53 feet to an iron rod marking the Northeast corner of the Southwest Quarter of said Northeast Quarter; thence South 01 degrees 23 minutes 26 seconds West, a distance of 974.10 feet to an iron rod; thence North 88 degrees 48 minutes 34 seconds West, a distance of 328.40 feet to an iron rod; thence South 89 degrees 19 minutes 11 seconds West, a distance of 1152.69 feet to the POINT OF BEGINNING containing 146.3 acres.



BEARINGS ARE MISSOURI CENTRAL GRID BASED ON GPS OBSERVATION

CLIENT: SHELTON RAY & MARY LEE  
 SINGER REVOCABLE TRUST  
 ORDERED BY: SHELTON RAY & MARY LEE  
 BY: J. H. SCHAEFER, P.L.S.  
 ACCURACY CLASS: RURAL PROPERTY

ALL DISTANCES AND AREAS SHOWN ARE BASED ON GPS OBSERVATION. THIS SURVEY IS FOR MISSOURI CENTRAL GRID NAD 83 IS 0.69901885.

FIELD: WIS | DRAWN: WIS | PROJECT: 624-392  
 SURVEY CERTIFICATE OF AUTHORITY LS-2009021550

**SCHAEFER SURVEYING, LLC**  
 John H. Schaefer, P.L.S.  
 30633 Redwood  
 Bates, MO 64202  
 PHONE: 660-395-5942  
 EMail: jhs@schaeferurveying.com

**BOUNDARY SURVEY**  
 SEC 9, T52N, R10W  
 AUDRAIN COUNTY, MISSOURI

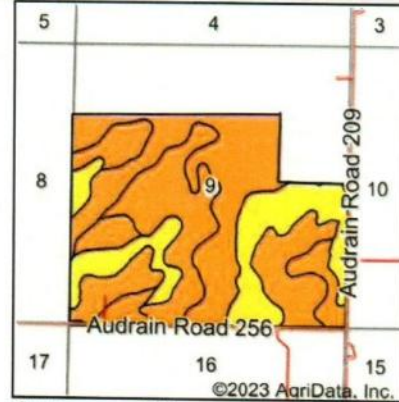
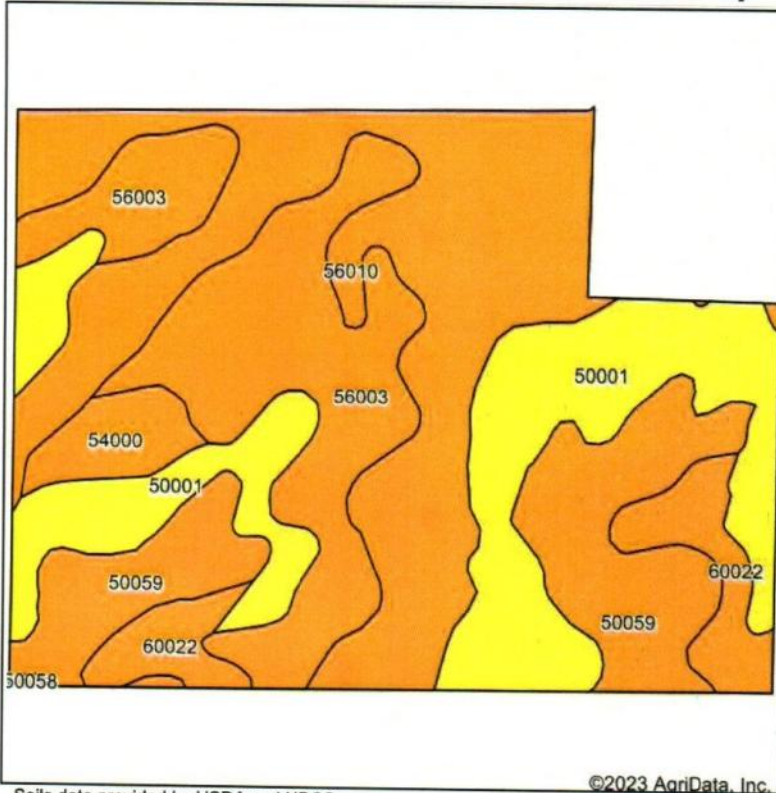


**SURVEYORS STATEMENT**  
 I, the undersigned, being duly sworn, depose and testify that I have been duly licensed as a Professional Land Surveyor in Missouri and hold in accordance with the current Missouri Standards for Property Boundary Surveys.

John H. Schaefer,  
 Missouri P.L.S. #2009021550

01/07/2025

# Soils Map



State: **Missouri**  
 County: **Audrain**  
 Location: **9-52N-10W**  
 Township: **Wilson**  
 Acres: **436.98**  
 Date: **1/23/2023**



Area Symbol: MO007, Soil Area Version: 26					
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c
56010	Belknap silt loam, 0 to 2 percent slopes, frequently flooded	131.33	30.1%		IIIw
50001	Armstrong loam, 5 to 9 percent slopes, eroded	104.08	23.8%		IVe
56003	Twomile silt loam, 0 to 2 percent slopes, occasionally flooded	92.69	21.2%		IIIw
50059	Mexico silt loam, 1 to 4 percent slopes, eroded	68.33	15.6%		IIIe
60022	Leonard silt loam, 1 to 6 percent slopes, eroded	27.40	6.3%		IIIe
54000	Chariton silt loam, 0 to 2 percent slopes, rarely flooded	12.67	2.9%		IIIw
50058	Mexico silt loam, 0 to 2 percent slopes	0.48	0.1%		IIIw
<b>Weighted Average</b>					<b>3.24</b>

\*c: Using Capabilities Class Dominant Condition Aggregation Method





- crp
- clu

**Farm 1788**  
**Tract 452**

C=Corn YEL GR - POPCORN=Corn POP GR  
 SB=Soybn COM GR - WHT=Wheat SRW GR  
 Oats=Oats Spring GR - MILO=Sorgh GRS GR  
 TRITA=Triticale FG - CLOVER=Clovr RED FG  
 Alf=Alfal FG - LS=Grass/Mxfg LS  
 GZ=Grass/Mxfg GZ - Hay=Grass/Mxfg FG  
 CC RYE=Cover Crop CEG  
 CC MIX= Cover Crop MIX  
 \*Unless notated on Map

**Audrain Co. FSA**  
**Program Year: 2024**  
 Created: 4/17/2024  
 Flown: 2022-6-20  
**All Measurements are**  
**For FSA Programs Only**

1:7,770

- Wetland Determination Identifiers**
- Restricted Use
  - ▼ Limited Restrictions
  - Exempt from Conservation Compliance Provisions



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

MISSOURI  
AUDRAIN  
Form: FSA-156EZ



FARM : 1788  
Prepared : 10/30/24 9:15 AM CST  
Crop Year : 2025

See Page 2 for non-discriminatory Statements.

**Abbreviated 156 Farm Record**

Operator Name : ERICH JAMES BREWER  
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
434.26	335.12	335.12	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	335.12	0.00		0.00	0.00	0.00	0.00	

**Crop Election Choice**

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

**DCP Crop Data**

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	119.00	0.00	48	
Corn	59.40	0.00	87	0
Grain Sorghum	0.10	0.00	86	
Soybeans	155.90	0.00	23	0
<b>TOTAL</b>	<b>334.40</b>	<b>0.00</b>		

**NOTES**

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Tract Number : 452  
Description : J2 S9 T52N R10W  
FSA Physical Location : MISSOURI/AUDRAIN  
ANSI Physical Location : MISSOURI/AUDRAIN  
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 : MARY LEE SINGER  
Other Producers : DAWN MICHELLE BREWER  
Recon ID : None

**Tract Land Data**

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
434.26	335.12	335.12	0.00	0.00	0.00	0.00	0.0

MISSOURI  
 AUDRAIN  
 Form: FSA-156EZ



**Abbreviated 156 Farm Record**

**FARM : 1788**  
 Prepared : 10/30/24 9:15 AM CST  
 Crop Year : 2025

**Tract 452 Continued ...**

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	335.12	0.00	0.00	0.00	0.00	0.00

**DCP Crop Data**

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	119.00	0.00	48
Corn	59.40	0.00	87
Grain Sorghum	0.10	0.00	86
Soybeans	155.90	0.00	23
<b>TOTAL</b>	<b>334.40</b>	<b>0.00</b>	

**NOTES**

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*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.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.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 (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: [program.intake@usda.gov](mailto:program.intake@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 19th day of February, 2025 by and between \_\_\_\_\_ THE SHELTON R. SINGER AND MARY LEE SINGER 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 Audrain 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 Wednesday, March 19, 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 Audrain County 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 Audrain County 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 Wednesday, March 19, 2025 at the office of Audrain County 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; 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 full possession at closing.

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 is no existing or on-going farm tenant rights , so full possession of the property will be given at closing.

**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:**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

\_\_\_\_\_

**TITLE COMPANIES INFORMATION:**

**Name: Audrain County Title Company**

**Address: 120 N Jefferson St, Mexico, MO 65265**

**Phone: (573) 581-5136**