

SALINE COUNTY LAND & EQUIPMENT AUCTION

Three Farms offered in 5 Tracts 394 ACRES ML

Tract 1 - 104.03 Taxable Acres (Utlaut) - T51N - R23W - Sections 18 & 19

Tract 2 - 45.33 Acres "Subject to Survey" (Utlaut) - T51N - R23W - Section 19

Tract 3 - 110 Acres "Subject to Survey" (Callaway) - T51N - R23W - Section 18

Tract 4 - 45 Acres "Subject to Survey" (Callaway) - T51N - R23W - Section 19

Tract 5 - 90 Taxable Acres (Utlaut) - T52N - R23W - Sections 32 & 33



Equipment: Tractors, Combines, Planter, Drill, Trucks, Trailers, Grain Handling, Tillage, Construction, 1937 Chev. Pickup and More.

Farms are located: Tracts 1, 2, 3, and 4 are just east of the Saline County and Lafayette County Line. 1 Mile West of Grand Pass or 3 Miles East of Waverly along HWY 65. They lay just west of the sale site with physical addresses of 10805 HWY 65 and 10628 HWY 65. **Tract 5** is located 3 1/2 miles North of Grand Pass on HWY T, then Autumn Ave. and 310th Rd.

10 A.M. FRIDAY, DECEMBER 27, 2024

SALE LOCATION: 11249 N SALINE HWY 65, MALTA BEND, MO 65339

**SELLERS: RYLAND AND MARTHA UTLAUT, FRED AND LESLIE UTLAUT,
SAM AND VICKI CALLAWAY, MACKENZIE K. CALLAWAY, PAUL D. CALLAWAY TRUST**

Wheeler 
AUCTIONS & REAL ESTATE

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

Chas Wheeler Owner/Auctioneer 636-795-4552
Charlie Nordwald 636-795-4552
Mike Williams 816-797-5450
Kirby Fecht 217-248-2906
Brett Sayre 573-881-1876

**For Sale Information Contact
Mike Williams
816-797-5450**

mwauctions@ctcis.net

Live On-Site Auction with Internet Bidding Available



UTLAUT FARMS AND CALLAWAY FARM



On December 27th, at 10 a.m., a rare opportunity will present its self as we will sell the Callaway Farm with the historic Antebellum home and liquidate a portion of the Utlaut Farms in Saline County, as well as some of the Utlaut Machinery and Equipment.

This Grand Pass/ Malta Bend ground will be offered in 5 Tracts of 394 acres m/l with descriptions and division information inside this prospectus. Some survey work to clarify acreage and boundaries is in progress and will be updated on our website and available sale day. The boundaries in this prospectus are drawn to the best of our ability but are probably not exact and should be used for informational purpose only.

A line of farm equipment listed within, will be offered following the conclusion of the land sale. Photos and descriptions will be available on our website once the machinery is gathered to the sale site, cleaned and photographed.

We will hold the sale in the machine shed at 11249 N Saline HWY 65, Malta Bend, MO 65339 and the equipment will be lined up that week prior to the sale depending on the weather. No Christmas day viewing please. Plan to be with us for this auction, visit with the Utlauts, and Callaways and exercise your option to bid and buy these Saline county farms.

Chas and Mike

**Drone Land videos are available at
wheelerauctions.com**
Feel free to view this farm at your leisure.
For Sale Information Contact:
Wheeler Auction Representative,
Mike Williams
816-797-5450

mwauctions@ctcis.net • Website: www.wheelerauctions.com

SALE DAY CELL PHONES

Chas Wheeler 573-473-2508
Mike Williams 816-797-5450
Charlie Nordwald 636-795-4552
Kirby Fecht 217-248-2906
Brett Sayre 573-881-1876
Chris Butcher 309-255-0123

*The online bidding for the land auction is
ONLY available via WheelerLive*

**Visit WheelerLive or call
Paige Sayer 308-760-4333 for information
regarding added online purchasing fees or
registration questions.**



Auction Terms and Conditions

Utlaut Farms and Callaway Farm

Sale Date: 10 a.m. – Friday, December 27, 2024

Offering: Farm Locations are in the Tract Descriptions: Tracts 1,2,3,4, are along HWY 65 one mile West of Grand Pass, MO. Tract 5 is 3 1/2 miles North of Grand Pass on 310th Rd.

Sale Location: 11249 N. Saline HWY 65, Malta Bend, MO (that's ¾ mile west of Grand Pass, MO)

Method of Auction: The farms will sell by the dollar amount per acre using the BUYERS CHOICE method of auction. The 5 parcels may be purchased one at a time, in any combination of parcels or as a whole. It will be the winning bidder's choice to take which ever tract or tracts they want, when they have the winning bid. Tracts 1 and 5 will sell by the taxable acre and Tracts 2, 3, and 4 will sell by the surveyed acres. ***Property sells with the confirmation of the bid price by the sellers. This will be a live on-site auction with Internet bidding available through WheelerLive. Internet bidders must be pre-approved 24 hours prior to the auction.***

Possession: The possession on all the farm ground is immediately following the signing of the contracts and when the 10% escrow payment is received by the seller.

Home and Outbuilding Possessions: Tract 3 is the only tract that contains a home and outbuildings. The home information will be presented in the Tract 3 Descriptions. **The Seller reserves the right to dispose of the home contents thru 8/31/2025.** Possession of the home and buildings will take place at that time or sooner, if and when, the Callaways notify the buyer that they may have possession. Contact Mike Williams, 816-797-5450 if you have a question or need clarity on this possession clause.

Tenant: There is no tenant agreement in place on any of the 5 tracts for the 2025 crop year or beyond.

Logging: Both the Utlaut's and Callaway's are in the process of logging the mature Walnut Trees as well as the Pallet trees. Depending on the weather, this project should be completed by sale time, however, extended time is granted to the Loggers, by the sellers, in the event of weather conditions prolonging the log extractions. They are on a fast track to accomplish this task and the sellers do not foresee any problems with the time frame for farming.

Closing: The closing of these transactions has been established to be on or before **Friday, January 31, 2025** at the office of Truman Title, 31 N. Lafayette Ave., Marshall, MO 65340. Marilyn Winter-closer

Contract: Immediately following the conclusion of the land sale, we will write the sale contracts and receive the escrow/earnest money of 10% down Payment. Payment Check is non-refundable and payable to Truman Title Company LLC.

Taxes: The 2024 taxes will be paid by the seller and the buyer will be responsible for the 2025 taxes and beyond.

The 2024 taxes are:

- Tract 1 @ \$342.07
- Tract 2 @ \$914.20
- Tract 3 @ \$897.32
- Tract 4 @ \$101.87
- Tract 5 @ \$251.96 RE and \$1853.68 Levy Tax = \$2105.64

Utilities: Evergy Electric services all tracts however there is meters only on Tract 2 and Tract 3

Water: Rural Water District #2, Higginsville, services Tract 3. A well and pump is also available on Tract 3, including a new sump pump in the pump house on Hwy 65. The well serves several hydrants as well as a sprinkler system for the yard, which still needs to be completed. A cistern supplies water on Tract 2, however, water has to be hauled in to fill the cistern.

Schools: Santa Fe R-10 School District

Easements: Sale of the properties are subject to any and all easements of record. Roads, utilities, water, etc. Per the Saline County Plat Map and the Grand Pass Special Road District, Arbor Drive, bordering the Callaway Tract 3 on the East is a public but not maintained road. The road is periodically chained shut and access on that road to load grain trucks or access the bordering ground along Tract 3 is between the new buyer of Tract 3 and Peters Orchards, % Paul Peters.

Acreage and Survey: Tracts 1 and 5 will sell based on taxable acres. Tracts 2, 3, and 4 will be surveyed to determine the surveyed acres and multiplier, as well as establish the property line between Tract 1 and Tracy 3 on the North side of Highway 65 and the property line between Tract 2 and Tract 4 on the South side of Hwy 65. The selling price based on the acreage multipliers is final and no future adjustments in sale price will be granted to either the buyer or seller of said

Down Payment: Ten percent (10%) nonrefundable down payment the day of auction, upon signing a purchase agreement immediately following the close of bidding. The down payment may be paid in the form of personal check, business check, or cashiers check. The remainder of the purchase price is payable at closing. **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: Sellers shall provide and execute a proper deed conveying the real estate to the buyer(s). **Seller to pay for title insurance premium including title search and examination fees.** Buyer to pay any lender fees, search premiums, or appraisals necessary to secure buyers funds for closing. **Buyer and seller will split the closing costs.**

Mineral Rights: The sale shall include 100% of the mineral rights owned by the sellers.

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

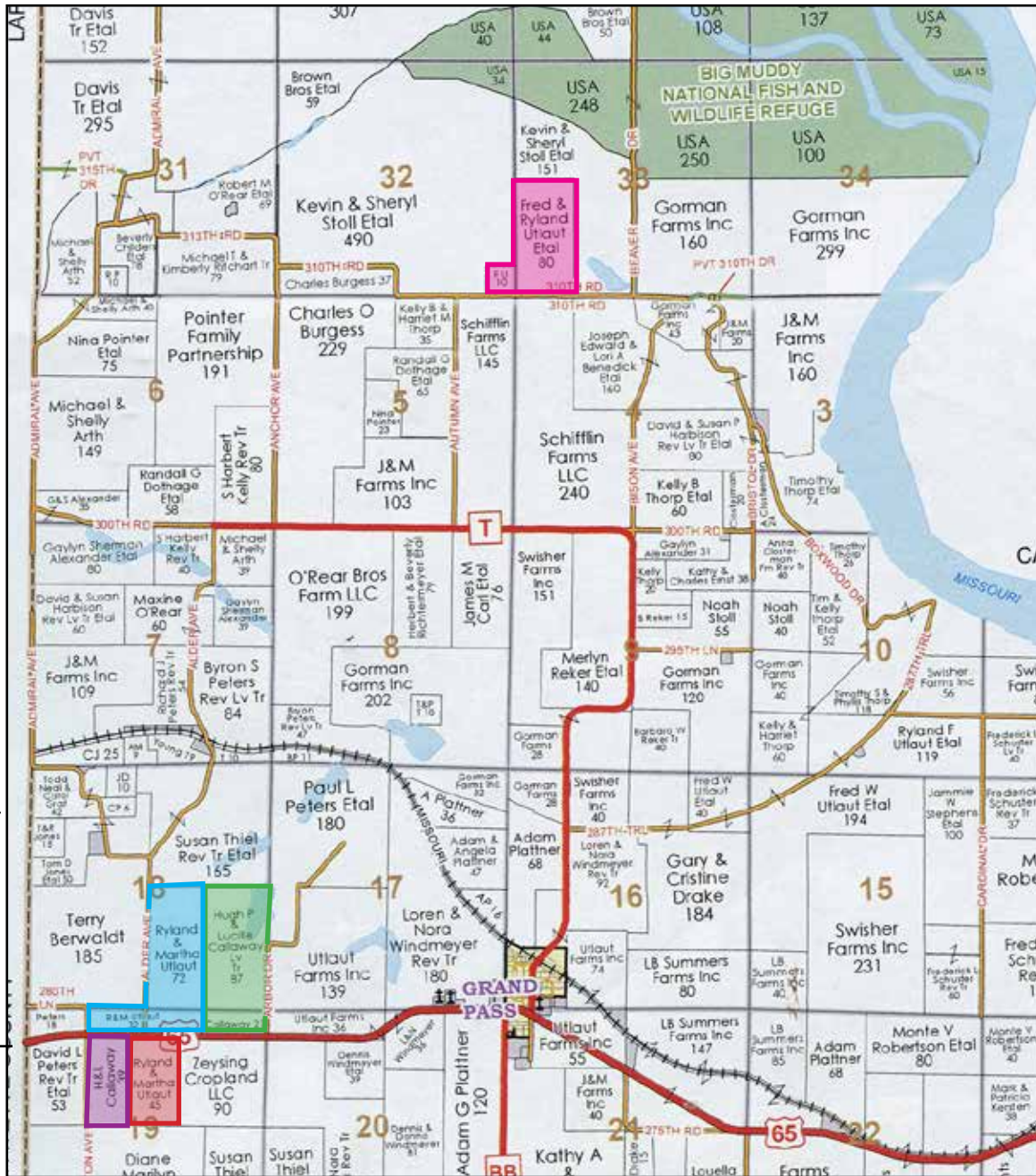
Disclaimer: The property is being sold on an “as is, where is” basis, and no warranty or representation, either express or implied, concerning the property is made by either the sellers or the auction company. Each bidder is responsible for conducting its own independent inspections, investigations,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

NO BUYERS PREMIUM – what you bid is what you pay if you are an on-site buyer. Additional internet bidding fees apply for on line buyers.

**Questions? Call
Mike Williams
816-797-5450**

PLAT MAP



Color Coded Tracts

TRACT 1

**Utlaut
104.03 Taxable Acres**

TRACT 2

**Utlaut
45.33 Acres
Subject to Survey**

TRACT 3

**Callaway
110 Acres
Subject to Survey**

TRACT 4

**Callaway
45 Acres
Subject to Survey**

TRACT 5

**Utlaut
90 Taxable Acres**

2024 Crop Yields

Utlaut Farms - Corn 243 bu/ac Soybeans 72 bu/ac
Callaway Farms - Corn 220 bu/ac Soybeans 71 bu/ac



Utlaut Tract 5

TRACT 1

104.03 Acres M/L
with FSA Tillable at 91.33 Acres

Sellers: Ryland and Martha Utlaut

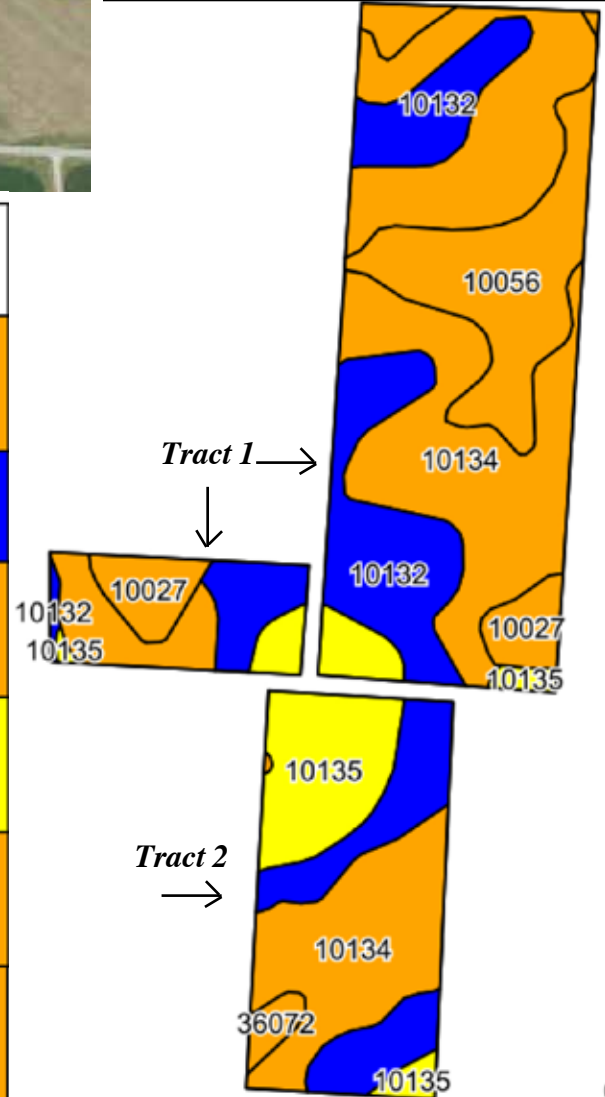
This L shaped tract has 1/2 mile of road frontage along HWY 65 and Alder Ave. access as well. It is a gently rolling parcel with terraces and timber draws.

Crop Election

PLC Corn & Soybeans
Base Acres 94.9



Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend
10134	Sibley silt loam, 5 to 9 percent slopes, eroded	67.22	45.3%	Orange
10132	Sibley silt loam, 2 to 5 percent slopes	36.61	24.6%	Blue
10056	Knox silt loam, 9 to 14 percent slopes, eroded	19.34	13.0%	Orange
10135	Sibley silt loam, 9 to 14 percent slopes, eroded	17.07	11.5%	Yellow
10027	Higginsville silt loam, 5 to 9 percent slopes, eroded	6.87	4.6%	Orange
36072	Blackoar silt loam, 1 to 4 percent slopes, frequently flooded	1.50	1.0%	Orange



TRACT 2



45.33 Acres M/L
with FSA Tillable at 44.51 Acres

Sellers: Ryland and Martha Utlaut

This tract will be surveyed and we will use the Surveyed Acres with the adjustment on acres for the multiplier. Survey should be complete prior to the auction. The West property line will be marked so the line determination will be clear between the Utlaut Tract 2 and the Callaway Tract 4.

An old vacant house sits in the NE corner of the property. It is uninhabitable without a lot of renovation. Consider it of no value, however, it is a great building site with mature trees and view.

Crop Election

PLC Corn & Soybeans
Base Acres 42.2



The propane tank does not convey with the property



TRACT 5

90 Acres M/L
with FSA Tillable @ 89.01 Acres

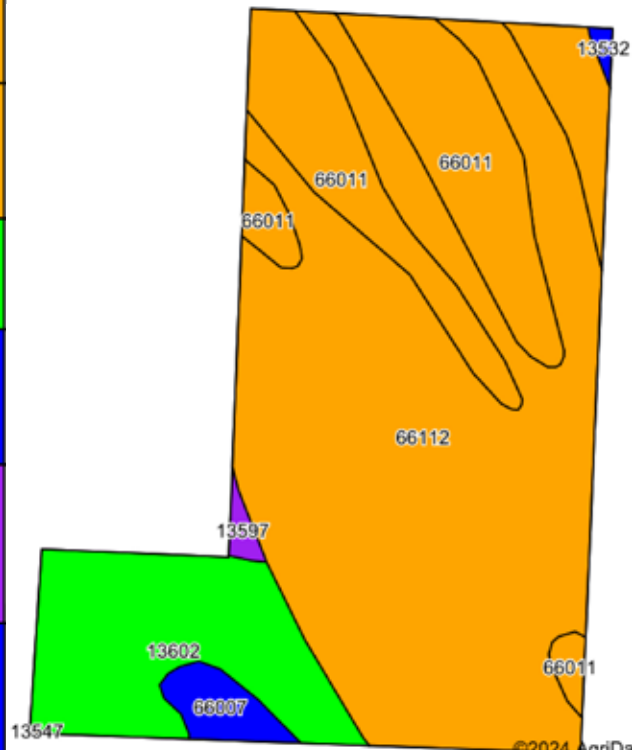
**Sellers: Ryland and Martha Utlaut
and Fred and Leslie Utlaut**

This parcel is what river bottom ground is all about offering top soil quality, extremely high tillable and moving to higher ground as it approaches 310th Rd. It is very fertile and offers an opportunity not often found in the Grand Pass farming community.

Crop Election
PLC Corn & Soybeans
Base Acres 80.07



Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend
66112	Waldron silty clay, 0 to 2 percent slopes, occasionally flooded	51.90	58.9%	Orange
66011	Moville silt loam, 0 to 2 percent slopes, occasionally flooded	20.50	23.2%	Orange
13602	Haynie silt loam, 0 to 2 percent slopes, rarely flooded	13.17	14.9%	Green
66007	Leta silty clay, 0 to 2 percent slopes, occasionally flooded	1.93	2.2%	Blue
13597	Booker clay, frequently ponded, 0 to 2 percent slopes, occasionally flooded	0.47	0.5%	Purple
13532	Haynie-Waldron complex, 0 to 2 percent slopes, occasionally flooded	0.23	0.3%	Blue



TRACT 3

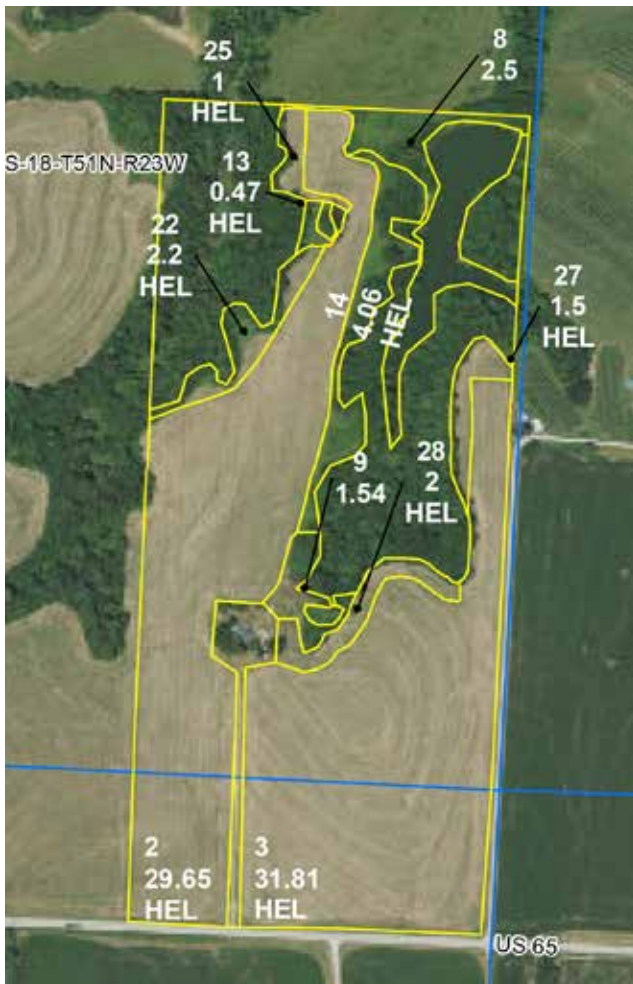
110 Acres M/L

with FSA Tillable @ 76.73

Sellers: Sam and Vicki Callaway and MacKenzie K. Callaway

This parcel has been in the Callaway family since around 1815. It has a gently rolling landscape and offers a great lake stocked with big Bass, Catfish and Crappie in the NE corner of the property. Sam is currently having the waterway to the lake cleaned for easier access. Pecan, Red Oak and Walnut trees were planted several years ago and someday will enhance the wildlife habitat near the Lake. Deer and Turkey hunting opportunity abound on this property. The abundant Quail habitat allows for good hunting as well. The Callaway land management has been top notch from both the farming aspect as well as the recreational side of rural living.

Crop Election
ARC Corn & Soybeans
Base Acres 105



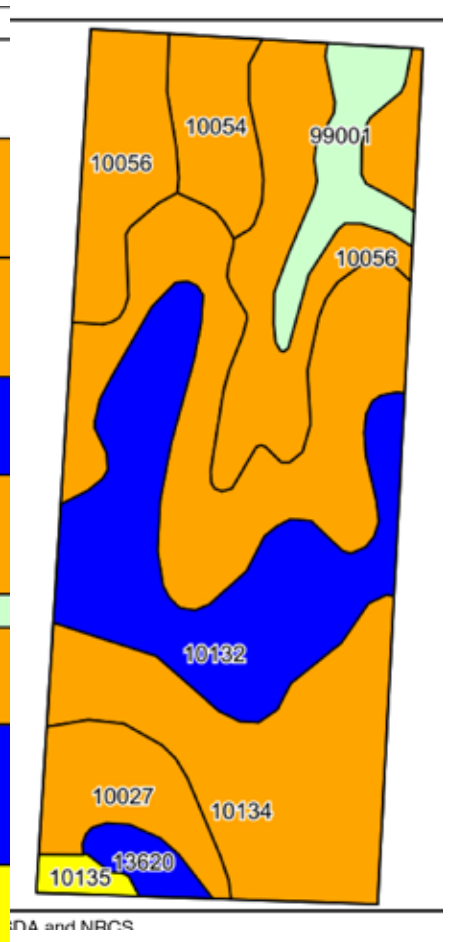
CEMETERY

A private cemetery is toward the north end of this tract. Callaway is currently having it cleaned up. Its landscape is clearly obvious and contains 4 known burial plots with the chance that others may be buried outside the fenced areas. Farming row crops on all 4 sides of it can take place. Being a cemetery, you will possess this small cemetery, but will not be allowed to farm thru it or desecrate it. It is approximately 3/4 of an acre with mature trees and adds to the historic presence and beauty of this parcel.



Area Symbol: MO195, Soil Area Version: 25

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend
10134	Sibley silt loam, 5 to 9 percent slopes, eroded	39.08	39.1%	
10056	Knox silt loam, 9 to 14 percent slopes, eroded	20.67	20.7%	
10132	Sibley silt loam, 2 to 5 percent slopes	20.61	20.6%	
10027	Higginsville silt loam, 5 to 9 percent slopes, eroded	6.23	6.2%	
99001	Water	5.30	5.3%	
10054	Knox silt loam, 5 to 9 percent slopes	5.15	5.1%	
13620	Ackmore silt loam, 1 to 3 percent slopes, frequently flooded	1.90	1.9%	
10135	Sibley silt loam, 9 to 14 percent slopes, eroded	1.10	1.1%	



DA and NRCS

TRACT 3 - CONTINUED

The antebellum home was constructed in 1835 and was known as the Thomas Hemp Plantation. It is a 4447 sq. ft structure, 2 story, and beautifully sets in the center of the farm with great views and mature trees. It sat along the Santa Fe Trail and was a bustling hub of Saline County activity. It served as a store and Grist Mill with the original Mill Stones still on the property. One room served as the very first school in Saline County. During the Civil War, it served as a Hospital for both the North and South Soldiers.

The home was occupied by the Callaway Family until a fire in 2010 damaged two rooms in the Northeast corner of the house. The home has not been occupied since.

The original home furnishings are in storage and will be sold at a later date. **Approximately \$350,000 has been spent on its refurbishment and more money will be required to complete the task.**

Improvements and updates include:

- There are two RV sites on the West side of the house that include 50 AMP Electrical, rural water hydrants and gray water hookups. A septic dump station is in place as well.
- 2 complete new septic systems
- All new plumbing including plumbing for new upstairs bathroom
- Two ground source heat pumps and duct work
- Original flooring exists in the dining room and the parlor. New double sub-floors are throughout the rest of the house.
- Complete insulation is in the floors with the insulation for the attic bought and onsite, ready for installation
- Pallets of historic kiln bricks are on site to finish the expanded kitchen
- All new electrical, including ceiling wiring for lights and fans
- The original front door is in place and New Anderson windows and doors are onsite or installed
- New basement entrance
- New hot water heater, sump pump, steel rebuilt grand staircase is in progress
- Other upgrades to many to mention
- The new rebuild of the interior is not complete but well on its way to restoration.
- The property is gated and security system is in place through NightWatch Security, Sedalia, MO.

The house will be shown by appointment only and subject to Sam and Vicki's schedule. They are available for phone conversations about the house and can give further details and explain the property.

Call Mike Williams to schedule any visits 816-797-5450



Original Grist Mill Stones on the property



TRACT 4



45 Acres M/L

with FSA Tillable @ 32.42 Acres

(35.2 acres if you farm to the wooded draws edges as shown on the FSA Map)

**Sellers: Sam and Vicki Callaway
and
Paul D. Callaway Trust**

This is a highly fertile tract but offers some hill ground. It is easily accessed along Afton Ave. and has .2 mile of frontage on HWY 65. The NW corner of this Tract has some ground taken out by Mo-Dot for Hwy 65 and Afton Ave. That ground is not included in the taxable acres and is recognized by the grassy knoll on the NW corner.

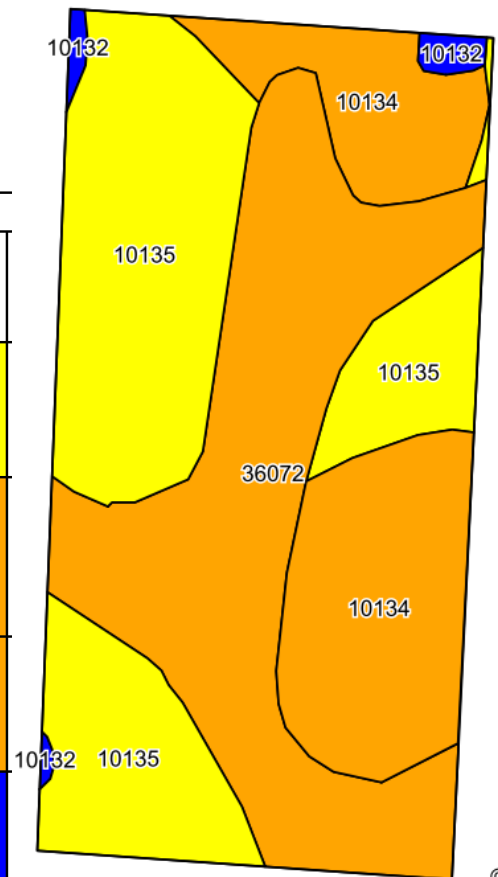
Crop Election

PLC Corn & Soybeans
Base Acres 35.2



Area Symbol: MO195, Soil Area Version: 25

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend
10135	Sibley silt loam, 9 to 14 percent slopes, eroded	16.51	38.6%	
36072	Blackoar silt loam, 1 to 4 percent slopes, frequently flooded	15.41	36.0%	
10134	Sibley silt loam, 5 to 9 percent slopes, eroded	10.37	24.2%	
10132	Sibley silt loam, 2 to 5 percent slopes	0.52	1.2%	



MACHINERY LIST FOR UTLAUT BROTHERS

- John Deere 8225, FWA, duals, five service valves, front and rear weights, 3091 hrs
 - John Deere 4450, Power Shift, 18.4x38 Duals, 3 svc, 8930 hrs
 - John Deere 6420, with JD 673 Loader, rear weights, 2620 hrs, low hours
 - John Deere 8630, 3 point, pto, 3 service valves, 30.5 axle duals, 8960 hrs
 - Cat Challenger 75C, 36in tracks, 3 pt quick hitch, and 4 service valves, and PTO, 8 of 10 speeds working, 5927 hrs
 - John Deere 9760, contour master, chopper, \$40,000 John Deere repairs in last two years, 4426 engine hrs, 3008 sep hrs
 - John Deere 612C 12 row corn head
 - John Deere F-630 hydra-flex platform
 - 3 - Corn head trailers, 30ft
 - 465 Lexion Combine, broken bin unloading augur, strong CAT motor and transmission good, 3000 hrs
 - 12 row CAT 1230 corn head
 - F-30 Cat flex head (needs new floor)
 - John Deere 1790, 12-23 split row 30 in. planter
 - John Deere 750 No-till drill
 - John Deere 2310, 27ft field cultivator with rolling basket
 - JD 331 disc, 27 ft disc
 - Land Pride 10ft 3pt hydraulic blade, RBT55120
 - 1994 Patriot 750 gal, 75ft spray boom
 - 2005 Timpte 40ft Trailer (ag hopper) titled
 - 1981 Timpte 40ft grain trailer, titled
 - 1979 Timpte 40 ft grain trailer, titled
 - 1996 KW detroit 9 speed, titled
 - 1989 KW 3406 Cat eng 13speed, titled
 - 1988 Freightliner 3406 Cat 9 spd, titled
 - 2002 Chev 3500 4X4 dually crew cab dura max diesel 5th wheel flatbed, 208328 miles
 - D7F Caterpillar/blade (very good under carriage)
 - John Deere 690 LE track hoe
 - Loadmaster lowboy (needs new wood floor), titled
 - Load Trail gooseneck dump trailer, hydraulic lift, new condition, titled
 - Seed Shuttle SS290 seed tender
 - Grain Auger 60ft 10" with electric motor
 - Grain Auger 72ft 10" with swinging unload hopper
 - John Deere 1508 Rotary Mower 1000 pto
 - Brent Big Foot grain cart
 - J&M grain cart
 - NH3 15 knife applicator
 - LP Fork Lift, semi nematic tires
 - ANTIQUUE 1937 Chevrolet Pickup, complete, (one hubcap missing) original floor, no rust, 6 volts, 6 cylinders with 3 speeds on floor, all windows in place but deteriorated, engine running when backed in garage five years ago, gas tank under seat, tires not road worthy! Missouri title, 2 owners
 - 2011 Dodge Ram SLT 4x4 Extended Cab, titled
 - Misc farm tools
 - More machinery possibly added on sale day
- * Pictures, serial numbers, and description will be available on the website



ONLINE EQUIPMENT BIDDING AVAILABLE VIA



PHOTO GALLERY



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 twenty-seventh day of December, 2024, by and between

(initial the appropriate seller(s))

_____ Ryland and Martha Utlaut, Tracts 1, 2, and 5

_____ Fred and Leslie Utlaut, Tract 5

_____ Sam and Vicki Callaway, Tracts 3 and 4

_____ MacKenzie K. Callaway, Tracts 3 and 4

_____ Paul D. Callaway Trust, Tract 4

_____ Victoria A Callaway, Tract 4

and _____

(And or assigned 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: *(initial the appropriate track(s))*

_____ **Tract 1** - T51N – R23W – Sections 18 & 19 - 104.03 Taxable Acres (Utlaut)

_____ **Tract 2** - T51N – R23W – Section 19 - 45.33 Acres "Subject to Survey" (Utlaut)

_____ **Tract 3** - T51N – R23W – Section 18 – 110 Acres "Subject to Survey" (Callaway)

_____ **Tract 4** - T51N – R23W – Section 19 – 45 Acres "Subject to Survey" (Callaway)

_____ **Tract 5** - T52N – R23W – Sections 32 & 33 – 90 Taxable Acres (Utlaut)

Purchaser hereby acknowledges and understands that the Property is being sold on an "as is where is" basis. Purchaser further acknowledge that this Agreement is **not contingent** upon financing and that failure to close this transaction on or before Friday, January 31, 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").

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 Truman Title Company Inc, 31 N. Lafayette Ave. Marshall, MO 65340 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 Truman Title Company Inc, 31 N. Lafayette Ave. Marshall, MO 65340. **Title insurance premium paid for by the sellers.** 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/ACREAGE:** The property will sell by the acre using the taxable acres OR surveyed acres as it applies to each tract as the multiplier to determine the final selling price of the parcel. The selling price based on the acreage multipliers is final and no future adjustments in sale price will be granted to either the buyer or seller of said acreage or Tracts.

5. **CLOSING:** The "Closing" shall take place on or before **Friday, January 31, 2025** 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. 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). Purchaser shall be entitled to possession of the property immediately following the sale. **The purchaser and seller will split the charges for closing costs and conveying the deed.**

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 taxes will be paid by the seller. The 2025 taxes and beyond will be the responsibility and paid by the Purchaser.

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 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 foregoing remedy in the event of default is not intended to be the exclusive remedy of Purchaser, and Purchaser shall have the right to seek any other remedies available at law or equity, including but not limited to specific performance. Default by Seller shall entitle Purchaser to court costs and reasonable attorney's fees incurred in enforcing the provision of this Agreement.

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 policy, Seller makes it a practice to expressly advise any purchaser that the improvements on the Property include materials, which may contain asbestos and/or lead paint, 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 or Reverse 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 inure 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:

(a) Seller is obligated to maintain 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 contracts.

17. Tenant Rights: There is no tenant rights in place for 2025 or beyond.

18. SPECIAL AGREEMENTS: (Buyer initial on line provided when appropriate)

_____ The Seller of Tract 3 reserves the right to dispose of the home contents thru 8/31/2025. Possession of the home and buildings will take place at that time or sooner, IF AND WHEN, the Callaway's notify the buyer that they may have possession. The Buyer should be prepared for a 8/31/25 possession date.

_____ Immediate possession is granted for farming purposes once the sale contract is signed and the escrow/down payment is secured by the title company.

_____ Tree harvest is in progress on Tracts 1, 2, 3, and 4.

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:

*Signature required per appropriate Tract(s)
in this contract*

Ryland F. Utlaut **Tracts 1, 2, 5**

Martha J. Utlaut **Tracts 1, 2, 5**
1011 Marcassin Dr.
Columbia, MO 65201

Fred Utlaut **Tract 5**

Leslie Utlaut **Tract 5**
30335 Hwy 24
Waverly MO 64096

Sam Callaway **Tracts 3, 4**

Vicki Ellis-Callaway **Tracts 3, 4**
506 NE La Costa St.
Lee's Summit, MO 64064

MacKenzie K. Callaway **Tracts 3, 4**

Paul D. Callaway Trust **Tract 4**
35 Misty Court
Lebanon, TN 37090

Victoria A. Callaway **Tract 4**

PURCHASER:

Address _____

City, State, Zip _____

Phone _____

Email _____

Lender Contact _____

Date _____

Truman Title Co. Inc.
Todd Lewis, President
Marilyn Winter, Closer
31 N. Lafayette Ave.
Marshall, MO 65340
Direct: 660.333.4779
Fax: 660.333.4779
mwinter@trumantitle.com

