

# MACON COUNTY AND SHELBY COUNTY LAND AUCTION



## 4 Tracts of 276.19 Taxable Acres

### Macon County

**T57N – R13W – Section 33**

**Tract 1 @ 77.69 Acres M/L**

**East of Macon, MO -**

**Go 2.5 Miles North of**

**Hwy 36 on Hwy K, and ¾ Mile**

**East on Nova St.**

### Shelby County

**T56N – R12W – Sections 4, 5, and 9**

**Tract 2 @ 60 Acres M/L**

**Tract 3 @ 59 Acres M/L**

**Tract 4 @ 79.5 Acres M/L**

**(Tracts 2 & 3) 3 Miles South of**

**Clarence, MO on HWY 151**

**(Tract 4) 3 ¾ Mile South of**

**Clarence on HWY 151**

**10 A.M. FRIDAY, FEBRUARY 7, 2025**  
**SALE LOCATION: VFW BUILDING**

**91 N. SHELBY ST., CLARENCE, MO**

**SELLERS: LEE WOOD, JANE ALLEN, MARY MAHERI, AMY DAVISON**

**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 816-797-5450  
Mike Williams 217-248-2906  
Kirby Fecht 573-881-1876  
Brett Sayre

**For Sale Information Contact**

**Mike Williams**

**816-797-5450**

**[mwauctions@ctcis.net](mailto:mwauctions@ctcis.net)**

**Live On-Site Auction with Internet Bidding Available**

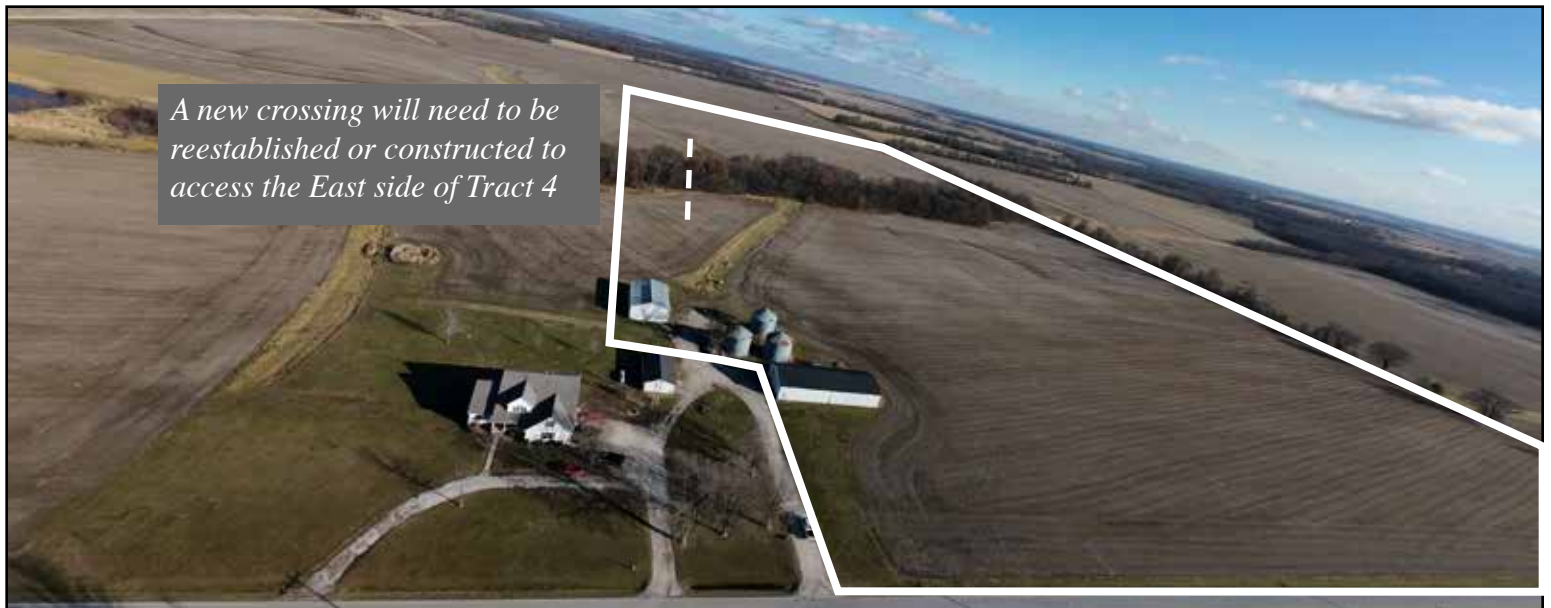




*Tract 1*



*Tract 2 at Highway 151 and County Road 406  
Tract 3 at Highway 151 and County Road 416*



*Tract 4 \*Illustrated boundary line is approximate*

# WOOD FARM



This is an opportunity to purchase 276.19 Acres of Prime Macon and Shelby County farmland where 94% of it is tillable and easily accessed for Big Machinery and Grain Elevators. We will offer your choice of 4 tracts.

These parcels all have gravel road or highway frontage and can be seen from the road or feel free to drive over the tracts when the ground is dry or frozen.

It is hard to locate parcels that lay this well, have a desirable location, and can be purchased in part or their entirety.

We hope you will plan on being with us on Friday, February 7, 2025 to visit with all the Wood Family and exercise your option on these great Land Parcels.

*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](http://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**

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



# Auction Terms and Conditions

## WOOD FARMS

**Sale Date:** 10 a.m. - Friday, February 7, 2025

**Offering:** Macon County: Tract 1 at 77.69 taxable acres m/l - 76.64 FSA tillable  
Shelby County: Tract 2 at 60 taxable acres m/l - 59 FSA tillable  
Tract 3 at 59 taxable acres m/l - 55 FSA tillable  
Tract 4 at 79.5 taxable acres m/l - 68 FSA tillable

**Sale Location:** VFW Auxiliary Building, 91 N. Shelby St., Clarence, MO



VFW Building

**Farm Locations:** **Tract 1** – is 3 miles east of Macon, MO on HWY 36 to HWY K, then go North 2.5 miles on K, turn East on Nova St  $\frac{3}{4}$  of a mile to the property

**Tract 2 and 3** - are 3 miles south of Clarence, MO on HWY 151 (East and West side of HWY 151)

**Tract 4** – is  $3\frac{3}{4}$  mile south of Clarence, MO on HWY 151

**Method of Auction:** The farms will sell by the dollar amount per acre using the BUYERS CHOICE method of auction. The 4 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. All tracts will sell by the taxable 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.

**Possession of the Grain Bins and Machine sheds on Tract 4 is 5/15/2025.** There is currently grain in the bins and Lee will notify the buyer when they are empty and ready for your use if they are available before that date. The fans on the grain bins are inoperable and currently the grain bins are only used to store dry grain.

**Tenant:** There is no tenant agreement in place on any of the 4 tracts for the 2025 crop year or beyond.

**Closing:** The closing of these transactions has been established to be on or before **Friday, March 14, 2025** at the office of Macon County Title, LLC, 1707 Prospect Drive, Macon, MO 63552. Remington Teter, 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 Macon County Title, LLC.

**Taxes:** : The 2024 taxes are paid by the sellers and the new buyer will be responsible for all the 2025 taxes and beyond.

The 2024 taxes were: Tract 1 @ \$207.05  
Tract 2 @ \$233.66  
Tract 3 @ \$227.18  
Tract 4 @ \$389.67

**Utilities:** MEC out of Macon services all 4 tracts but there are no meters on any of the tracts.

**Note, a new meter will need to be placed on Tract 4 if you wish to supply electricity to the grain bins or lights in the machine sheds.**

**Water:** There is no rural water or meters on any of the 4 tracts offered, however Rural Water District #1 at Shelbyville, services lines for tract 2, 3, and 4.

Public Water Supply District #1-Macon serves Tract 1.

**Schools:** Tract 1 is in the Macon County R-1 School District

Tract 2, 3, and 4 are in the Shelby County R-IV School District

**Easements:** Sale of the properties are subject to all easements of record.

**Tract 4 East Side Access:** Currently, the farm ground on the east portion of Tract 4 is accessed by going thru adjoining property owned by Lee Wood. A vehicle or equipment crossing in the timbered draw on the North side of Tract 4 will need to be reestablished or constructed to access the East Side of the Tract 4 tillable acres. **There is no permanent easement across any land to access the East side of Tract 4.**

**Acreage and Survey:** Tracts 1 thru 4 will sell based on taxable acres established by the Macon and Shelby County Assessors. The legal descriptions are intact on the 4 tracts offered.

**The property has not been surveyed.** The selling price based on the acreage multipliers is final and no future adjustment in the sale price by either the Buyer or Sellers of said acreages or tracts.

Any need for a survey to close this agreement is at the sole discretion of the Seller. Any need for a survey by the purchaser, to acquire funding or close this agreement will be paid by the purchaser. However, in the event a survey is required to close the transaction, the final selling price will be adjusted to the surveyed acres within each Tract(s).

The East-West property line along the northern most segment of tract four, although legally defined, is not physically marked. The land adjacent to the north property line is currently owned and farmed by Lee Wood. Mr. Wood will be happy to assist with proper identification of that boundary should questions arise.

**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 the title search and examination fees. **Sellers and Buyer(s), will split the cost of the Title Insurance policy 50/50.** Buyers will pay any lender fees, search premiums, or appraisals necessary to secure buyer funds for closing. **Buyer(s) and sellers will split the closing costs 50/50.**

**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.**

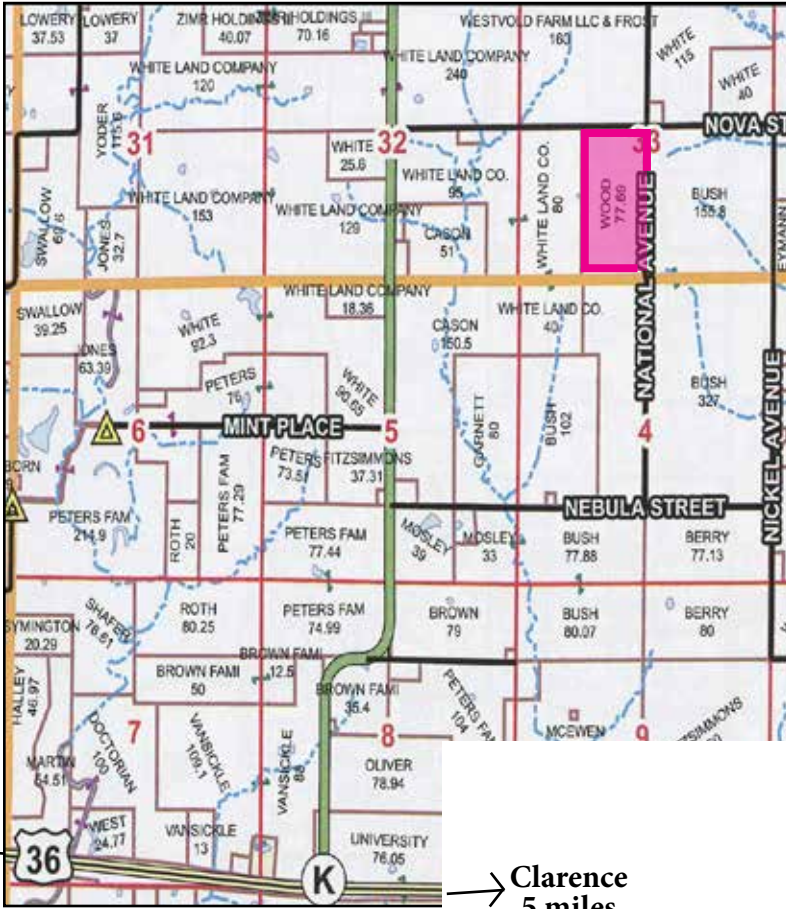
**NO BUYERS PREMIUM – what you bid is what you pay if you are an on-site buyer. Additional internet bidding fees apply for on line buyers.**

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

# PLAT MAPS

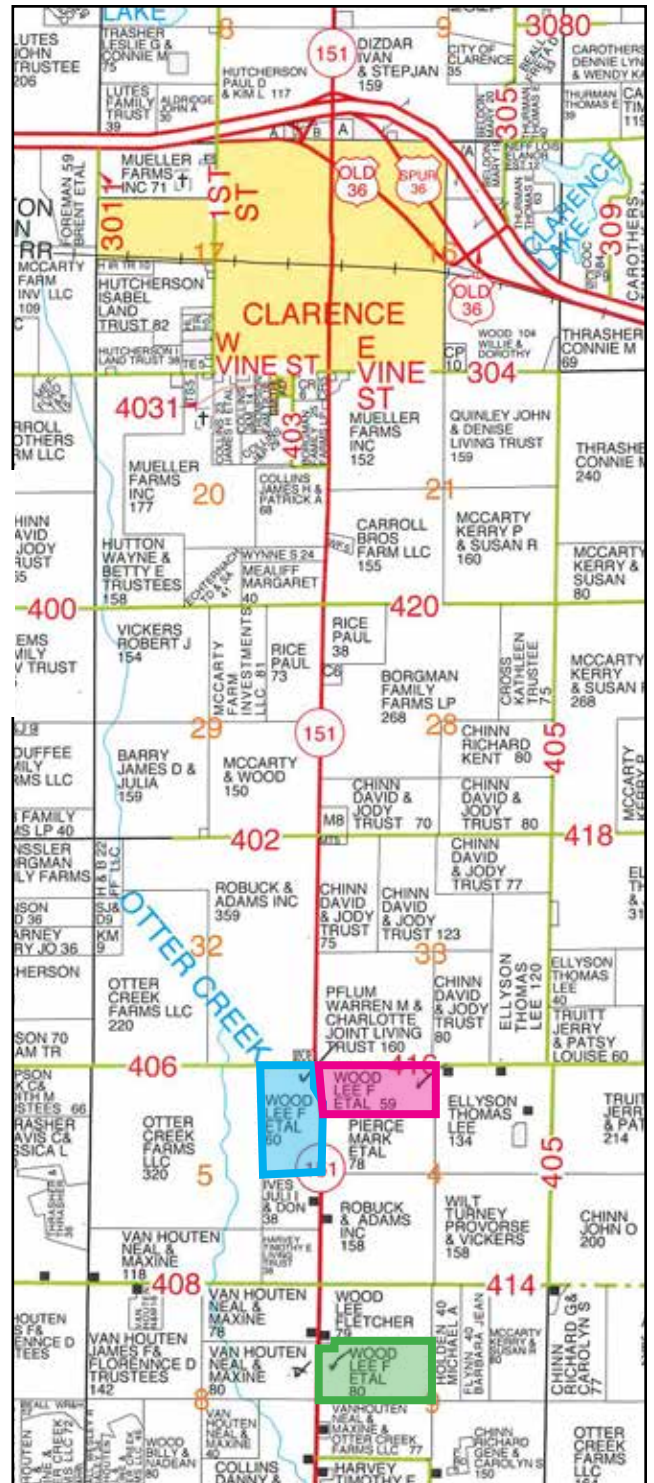
**Tract 1**  
**Macon County**  
**T57N - R13W - Section 33**  
**77.69 Taxable Acres M/L**

**Located on the corner of Nova St. & National Ave**



Macon  
3 miles

Clarence  
5 miles



**Tract 2, 3, and 4**  
**Shelby County**

**T56N - R12W - Section 4, 5, and 9**

**Tracts 2 & 3 are 3 Miles south of Clarence on Hwy 151**

**Tract 4 is 3¾ miles south of Clarence on Hwy 151**

**Tract 2 60 taxable acres m/l**

**Tract 3 59 taxable acres m/l**

**Tract 4 79.5 taxable acres m/l**

# TRACT 1

## 77.69 ACRES - FSA TILLABLE AT 76.64

Area Symbol: MO121, Soil Area Version: 28

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend
50059	Mexico silt loam, 1 to 4 percent slopes, eroded	36.87	47.8%	
50012	Putnam silt loam, 0 to 1 percent slopes	34.66	44.9%	
60022	Leonard silt loam, 1 to 6 percent slopes, eroded	5.60	7.3%	

### FSA DATA

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	76.64	0.00	0.00	0.00	0.00	0.00

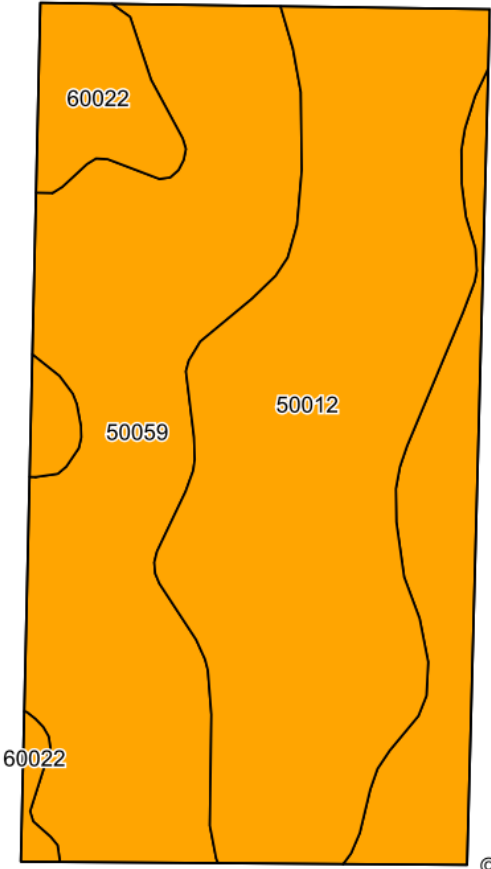
#### DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	17.50	0.00	49
Corn	13.30	0.00	87
Soybeans	39.40	0.00	32
<b>TOTAL</b>	<b>70.20</b>	<b>0.00</b>	

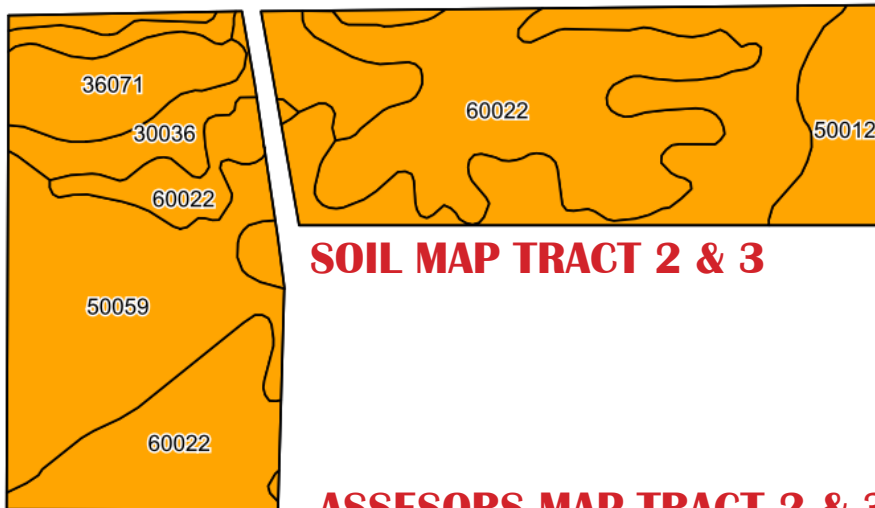
### ASSESSORS MAP



### FSA MAP



# TRACT 2 AND 3



**SOIL MAP TRACT 2 & 3**

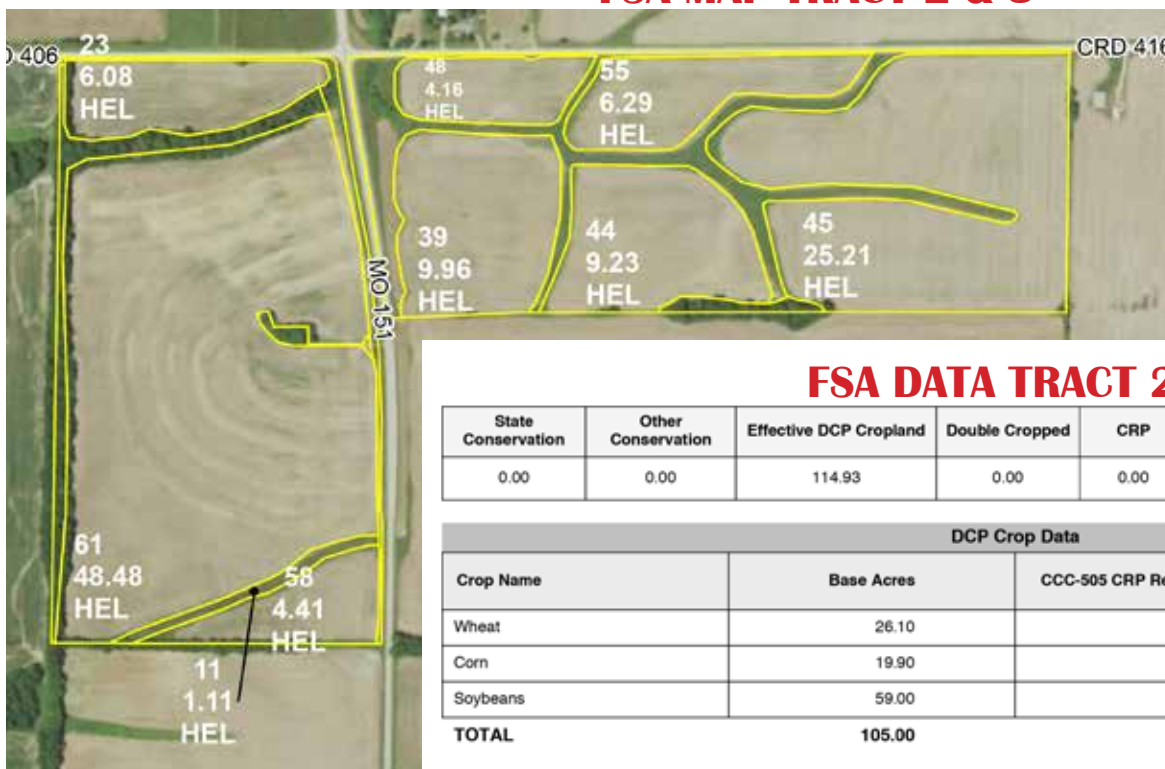
**ASSESORS MAP TRACT 2 & 3**

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend
50059	Mexico silt loam, 1 to 4 percent slopes, eroded	48.72	39.0%	
60022	Leonard silt loam, 1 to 6 percent slopes, eroded	48.57	38.9%	
30036	Armstrong loam, 5 to 9 percent slopes	10.12	8.1%	
50012	Putnam silt loam, 0 to 1 percent slopes	9.17	7.4%	
36071	Arbela silt loam, 1 to 3 percent slopes, frequently flooded	8.18	6.6%	



**Tract 2 FSA tillable at 59 acres**  
**Tract 3 FSA tillable at 55 acres**

**FSA MAP TRACT 2 & 3**



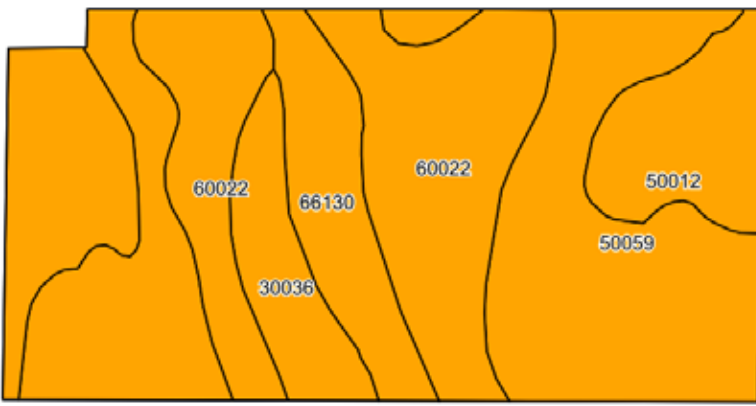
**FSA DATA TRACT 2 & 3**

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SO
0.00	0.00	114.93	0.00	0.00	0.00	0.00	0.0

DCP Crop Data			
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	26.10	0.00	49
Corn	19.90	0.00	87
Soybeans	59.00	0.00	32
<b>TOTAL</b>	<b>105.00</b>	<b>0.00</b>	



# TRACT 4



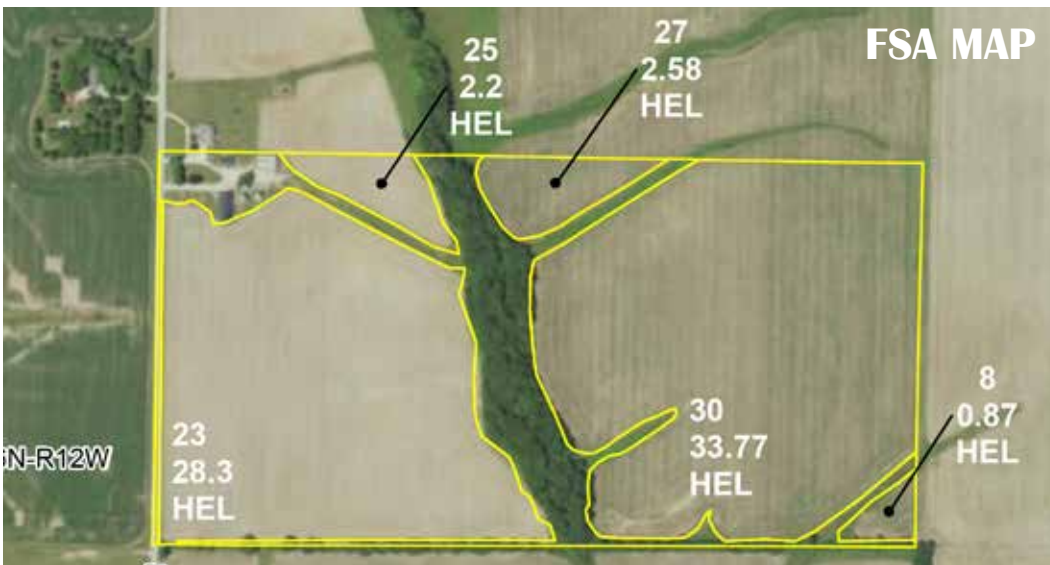
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend
50059	Mexico silt loam, 1 to 4 percent slopes, eroded	29.99	37.6%	
60022	Leonard silt loam, 1 to 6 percent slopes, eroded	21.42	26.9%	
50012	Putnam silt loam, 0 to 1 percent slopes	15.14	19.0%	
66130	Moniteau silt loam, 1 to 3 percent slopes, rarely flooded	7.47	9.4%	
30036	Armstrong loam, 5 to 9 percent slopes	5.63	7.1%	



*A 40'x60' and a 40'x96' machine shed will be conveyed with Tract 4.*

*Two 8,000 bushel grain bin and one 10,000 bushel grain bin will also be conveyed with Tract 4. (fans are inoperable)*

*A new meter will need to be in place to supply electricity to machine sheds and grain bins*



## FSA DATA

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	67.72	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	16.00	0.00	49
Corn	12.20	0.00	87
Soybeans	36.20	0.00	32
<b>TOTAL</b>	<b>64.40</b>	<b>0.00</b>	

**FSA Tillable at 68 acres**

# PHOTO GALLERY



*40'x24' Machine shed on Tract 2*



**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 seventh day of February 2025 by and between Lee F. and Deborah D. Wood, Jane A. and Woodrow T. Allen, Mary E. and Bijan Maheri, and Amy L. and James A. Davison 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: *(mark the appropriate track(s) that correspond to this contract)*

- \_\_\_\_\_ Tract 1 – T57N –R13W – Section 33 - 77.69 taxable acres m/l
- \_\_\_\_\_ Tract 2 - T56N – R12W – Section 5 - 60 taxable acres m/l
- \_\_\_\_\_ Tract 3 – T56N – R12W – Section 4 - 59 taxable acres m/l
- \_\_\_\_\_ Tract 4 – T56N – R12W – Section 9 - 79.5 taxable acres m/l

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, March 14, 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 Macon County Title, 1707 Prospect Drive, Macon, MO 63552 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 Macon County Title, 1707 Prospect Drive, Macon, MO 63552. **Title insurance premiums to be split 50/50 between the buyer(s) and 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 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, March 14, 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)**

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

\_\_\_\_\_ Tract 4 Possession of the Grain Bins and Machine sheds is 5/15/2025.

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*

\_\_\_\_\_  
Lee F. Wood

\_\_\_\_\_  
Deborah D. Wood  
7706 HWY 151  
Clarence, MO 63437

\_\_\_\_\_  
Jane A. Allen

\_\_\_\_\_  
Woodrow T. Allen  
3117 Post Run Drive  
O'Fallon, MO 63368

\_\_\_\_\_  
Mary E. Maheri

\_\_\_\_\_  
Bijan Maheri  
10 Pink Oak Ct.  
St. Peters, MO 63376

\_\_\_\_\_  
Amy L. Davison

\_\_\_\_\_  
James A. Davison  
16 Bryan Lane  
Salem IL 62881

PURCHASER:

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Address \_\_\_\_\_

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

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Phone \_\_\_\_\_

Email \_\_\_\_\_

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

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Date \_\_\_\_\_

Macon County Title  
Remington Teter, President  
1707 Prospect Drive  
Macon, MO 63552  
660-385-6474  
Fax: 660-385-6629  
Email: [remington@missouricentraltitle.com](mailto:remington@missouricentraltitle.com)

