

Boone County **REAL ESTATE AUCTION**

WEDNESDAY, MARCH 5, 2025 AT 10 AM

AUCTION LOCATION:

Fraternal Order Eagles Hall, 2513 North Stadium, Columbia, MO 65202

PROPERTY LOCATION: 7600 West Highway UU, Columbia, MO 65203 on the west side of Columbia, MO at the Fayette exit on I-70 take Highway UU south 3.5 miles to the Beeler Property on both sides of the highway.



THE BEELER REAL ESTATE CONSISTS OF 228.43 ACRES TO BE OFFERED IN 4 TRACTS RANGING FROM 27.43 ACRES TO 80.61 ACRES ALL WITH THEIR OWN HIGHWAY OF COUNTY ROAD ACCESS. RURAL WATER IS AVAILABLE ALONG THE SOUTH SIDE OF HIGHWAY UU.

SELLER: MARY BEELER PROPERTY

Wheeler 
AUCTIONS & REAL ESTATE
23101 HWY. 24, PARIS, MO 65275 | 660-327-5890
WWW.WHEELERAUCTIONS.COM

For more information
call Charlie Nordwald at
636-795-4552 or visit
wheelerauctions.com

BOONE COUNTY REAL ESTATE AUCTION

WEDNESDAY, MARCH 5, 2025 AT 10 AM

**PRE-AUCTION PROPERTY SHOWING
FEBRUARY 19, 2025 from 2 PM to 4 PM**

AUCTION LOCATION: Fraternal Order Eagles Hall, 2513 North Stadium, Columbia, MO 65202

PROPERTY LOCATION: 7600 West Highway UU, Columbia, Missouri 65203 on the west side of Columbia, MO at the Fayette exit on I-70 take Highway UU south 3.5 miles to the Beeler Property on both sides of the highway.

THE BEELER REAL ESTATE CONSISTS OF 228.43 ACRES TO BE OFFERED IN 4 TRACTS RANGING FROM 27.43 ACRES TO 80.61 ACRES ALL WITH THEIR OWN HIGHWAY OF COUNTY ROAD ACCESS. RURAL WATER IS AVAILABLE ALONG THE SOUTH SIDE OF HIGHWAY UU.

TRACT 1: Consists 80.39 acres and lie on the north side of Highway UU, it has an existing access driveway and highway frontage.

This tract is a combination of open ground that has been used for hay production and pasture, the balance is woods, wooded draws and a beautiful, stocked lake. There is a high voltage electric line that runs across the north end of Tract One, in addition there is a 40 ft. ingress and egress easement across Tract One in favor of the neighbor to the north, details will be available for inspection.

The Boone County FSA Office says there is 53.32 crop acres on Tract 1 plus a portion that is east of Tract 1 that isn't being sold.

TRACT 2: Consists of 80.61 acres that lie on the south side of Highway UU directly across from Tract One and has frontage and an existing entrance off Highway UU. This tract has lots of mature timber on it with the balance in open areas of permanent grass that was being used for pasture and hay production.

TRACT 3: Consists of 40 acres that lie in the corner of Highway UU and South Nebo Cemetery Road with frontage on both and existing access off Highway UU. This tract has the Beeler Homesteads on it. There are three abandoned houses on this tract along with the agricultural support building that the Beeler's used for their cattle operation. One structure is a neat old wooden tobacco barn that adds lots of character. The tract has some open ground on it that was used for hay production and grazing. The rest is in mature timber and a nice size lake near Highway UU.

TRACT 4: This is the smallest tract and lies on the very south end of the Beeler Property and consists of 27.43 acres and has frontage and access off South Nebo Cemetery Road which runs along the south end of the property. Tract four has a single-family residence on it that has been recently occupied, however it is going to need extensive up dating to be in habitat again. Tract four has some open land on it that used for pasture and hay production. The balance is in woods and wooded draws.

NOTE: The Boone County FSA Office says there is a total of 51.45 crop acres included in TRACTS 2,3 and 4.

The neighbors have done a wonderful job of mowing the Beeler property and putting in some fair-weather crossing, there is no livestock on the farm and the gates are open, so feel free to inspect at your leisure.

The farm has been terraced with functioning water ways and beautiful open meadows, it has lots of edge area and mature timber to create a wildlife paradise, with an ideal location, just minutes south of I-70 and close to the greater Columbia Metropolitan area. In addition, this auction provides an opportunity of a lifetime, it has been in the Beeler Family for several generations and has never been offered at public before.

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: Title search, preparation and title insurance to be paid 50/50 by the Buyer and Seller.

Possession: Possession given at closing in 30 day or less.

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

Auction Method: The farm will be sold by the acre using the choice method giving the successful bidder the right to take individual tracts, combination of tracts or the entire offering.

Easements: Sale of the property is subject to any and all easements on record.

Taxes: The new buyer will pay all the Boone County 2025 property taxes. The taxes for the Beeler sale property for 2024 was \$3,610.36.

Survey & Acreage: The property is being surveyed and as soon as the surveyed acreages are available, we will use them for the purposes of the contracts and closing. Merebrook LLC is doing the survey work. (Jon Cole, 573-777-3564)

Closing: Anticipated closing date shall be on or before Friday, April 4, 2025 or on a date mutually agreed upon between the buyer(s) and the sellers conducted at the office of York Title & Abstract, 1155 Aguilar Dr, Montgomery City, Mo 63361, (573) 564-8021.

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

Disclaimer: The property is being sold on an "as is, where is" basis, and no warranty or representation, either express or implied, concerning the property is made by either the sellers or the auction company. Each bidder is responsible for conducting its own independent inspections, investigations, and all due diligence concerning the property and the auction. Information contained in this brochure is subject to verification by all parties relying on it. Diagrams/dimensions in this brochure are approximate. Acreage is estimated. All information contained in this brochure and any related materials are subject to the terms and conditions of sale outlined in the purchase contract. Auction conduct and bidding increments are at the sole direction and discretion of the auctioneer. All decisions of the auctioneer are final. The sellers and the Auction Company reserve the right to preclude anyone from bidding if there is a question as to the person's credentials, fitness, intent, etc.

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

KATY (S)

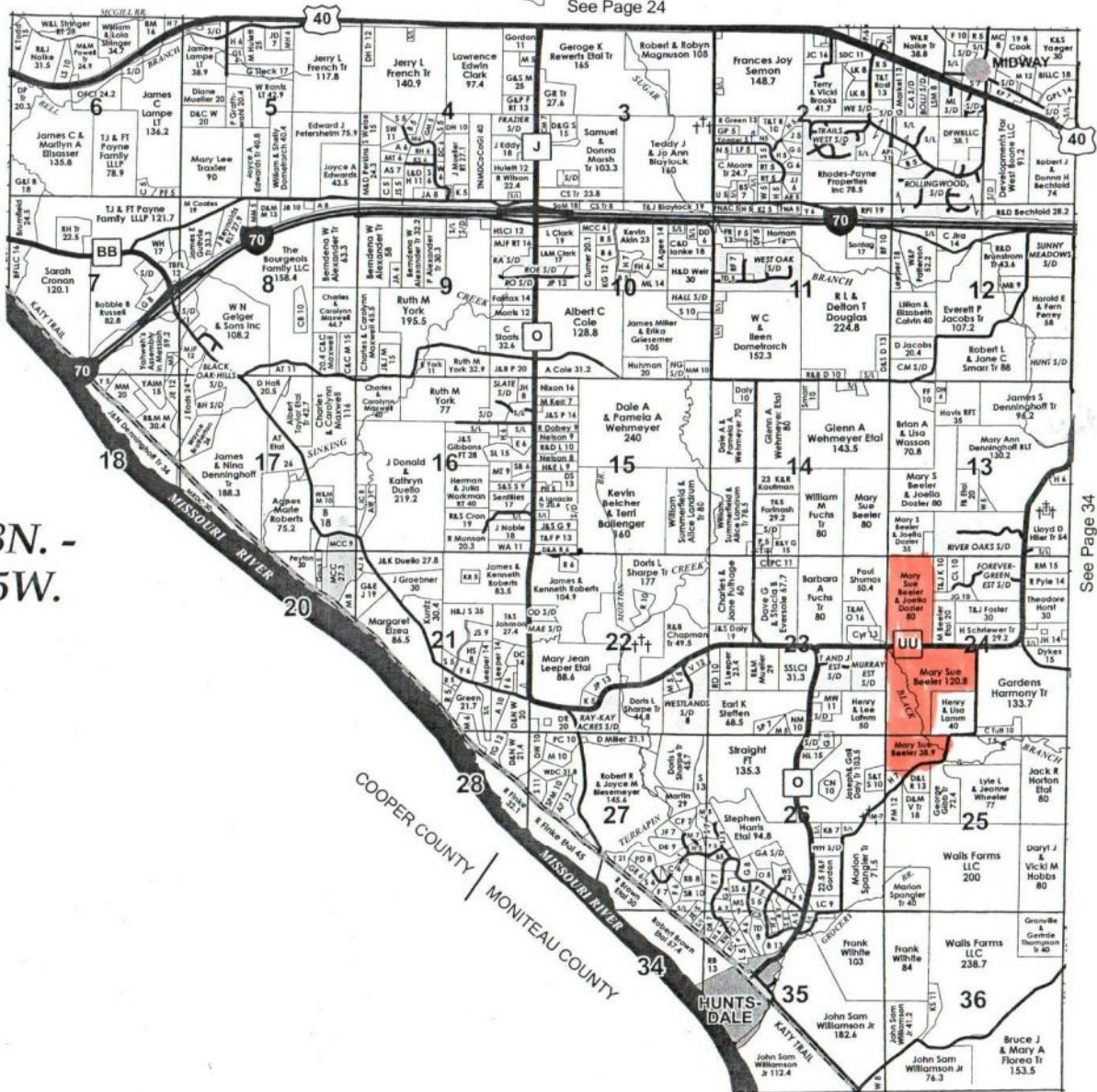
T.48N. - R.14W.



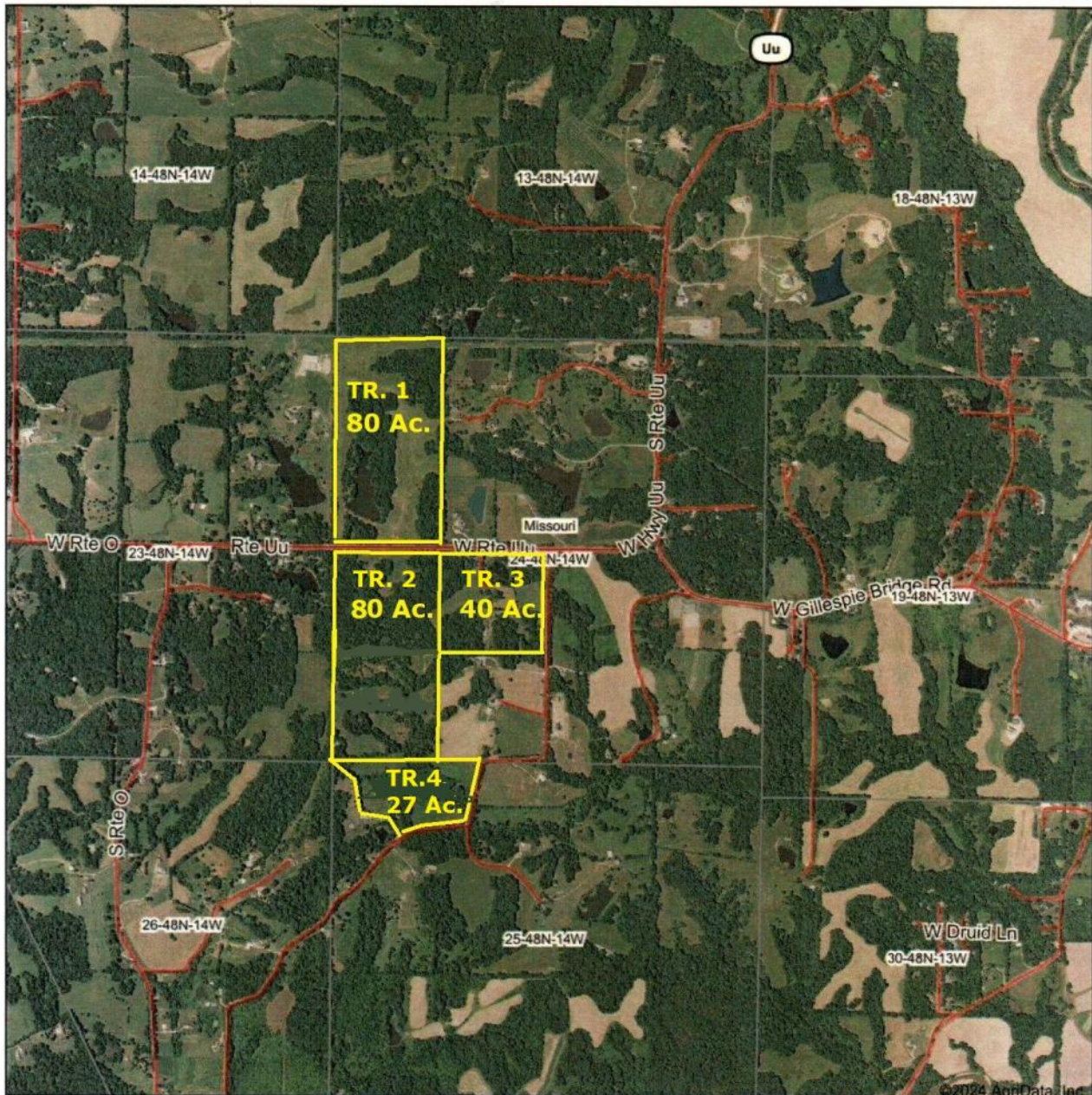
See Page 24

See BELOW

48N. -
.15W.



Aerial Map



Map Center: 38° 56' 14.99, -92° 26' 59.34

0ft 1930ft 3859ft

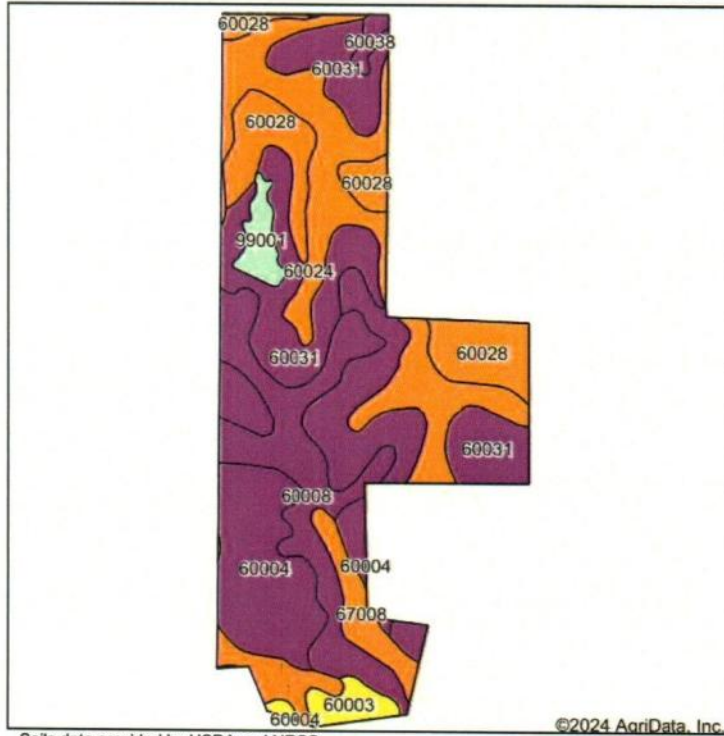
24-48N-14W
Boone County
Missouri

Maps Provided By:
 **surety**
CUSTOMIZED ONLINE MAPPING
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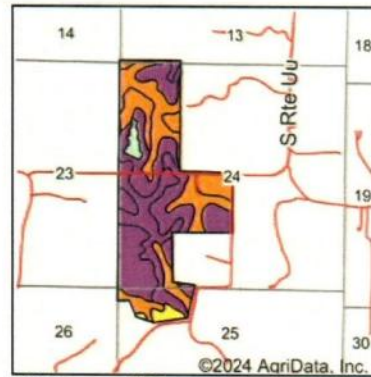


9/30/2024

Soils Map



Soils data provided by USDA and NRCS.



State: **Missouri**
 County: **Boone**
 Location: **24-48N-14W**
 Township: **Missouri**
 Acres: **236.92**
 Date: **9/30/2024**

Maps Provided By:



Area Symbol: MO019, Soil Area Version: 29

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Alfalfa hay Tons	Caucasian bluestem Tons	Common bermudagrass Tons	Orchardgrass red clover Tons	Tall fescue Tons	Warm season grasses Tons
60031	Winfield silt loam, 9 to 14 percent slopes, eroded	51.54	21.8%		Vle						
60004	Menfro silt loam, 14 to 20 percent slopes, eroded	50.81	21.4%		Vle						
60024	Menfro silt loam, 3 to 9 percent slopes, eroded	50.27	21.2%		Ille	6	7	6	6	6	7
60008	Menfro silt loam, 20 to 45 percent slopes	35.81	15.1%		Vle						
60028	Weller silt loam, 5 to 9 percent slopes, eroded	28.02	11.8%		Ille						
67008	Wilbur silt loam, 1 to 3 percent slopes, frequently flooded	7.96	3.4%		Illw			8	9	8	10
60003	Menfro silt loam, 9 to 14 percent slopes, eroded	5.75	2.4%		IVe	6	7	6	6	6	7
99001	Water	4.93	2.1%								
60038	Rocheport-Bonnefemme complex, 14 to 25 percent slopes	1.83	0.8%		Vle	5	7	5	6	6	7

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Alfalfa hay Tons	Caucasian bluestem Tons	Common bermudagrass Tons	Orchardgrass red clover Tons	Tall fescue Tons	Warm season grasses Tons
Weighted Average					*-	1.5	1.7	1.7	1.8	1.7	2

*c: Using Capabilities Class Dominant Condition Aggregation Method

*- Non Irr Class weighted average cannot be calculated on the current soils data due to missing data.



**All Measurements are
For FSA Programs Only**

Wetland Determination Identifiers

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

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

Boone Co. FSA

WHT=Wheat-SRW-GR, C=Corn-YEL-GR
 SOY=Soybn-COM-GR, D/C=Double Crop
 MILO=Sorgh-GRS-GR, D/C=Double Crop
 ALF=Alfalfa-FG, CLOVR=Clover-RED-FG
 HAY=Mixfg-IGS-FG, PAST=Mixfg-IGS-GZ
 H=Grass-FTA-FG, P=Grass-FTA-GZ
 LS=Mixfg-IGS-LS, CCM=Covrc-mix-co
 All Fields are NI

*Unless notated on Map

1:4,400

Program Year: 2025

Created: 10/8/2024

Flown: 2022-6-20

clu
crp

**Farm 1227
Tract 526**



MISSOURI

BOONE

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.

United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 1227

Prepared : 10/16/24 9:48 AM CST

Crop Year : 2025

Operator Name : MARY SUE BEELER

CRP Contract Number(s) : None

Recon ID : None

Transferred From : None

ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
78.03	17.72	17.72	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	17.72		0.00		0.00	0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	None

DCP Crop Data

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

Tract Number : 526

Description : E11/1B SEC 24 T48N R14W

FSA Physical Location : MISSOURI/BOONE

ANSI Physical Location : MISSOURI/BOONE

BIA Unit Range Number :

HEL Status : HEL field on tract.Conservation system being actively applied

Wetland Status : Tract does not contain a wetland

WL Violations : None

Owners : MARY SUE BEELER

Other Producers : None

Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
78.03	17.72	17.72	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	17.72	0.00	0.00	0.00	0.00	0.00

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
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**All Measurements are
For FSA Programs Only**

Boone Co. FSA

1:4,660



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.

WHT=Wheat-SRW-GR, C=Corn-YEL-GR
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 ALF=Alfalfa-FG, CLOVR=Clovr-RED-FG
 HAY=Mixfg-IGS-FG, PAST=Mixfg-IGS-GZ
 H=Grass-FTA-FG, P=Grass-FTA-GZ
 LS=Mixfg-IGS-LS, CCM=Covrc-mix-co
 All Fields are NI
 *Unless notated on Map

Program Year: 2025
 Created: 10/8/2024
 Flown: 2022-6-20



**Farm 2648
Tract 527**

MISSOURI

BOONE

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.

United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 2648

Prepared : 10/16/24 9:48 AM CST

Crop Year : 2025

Operator Name : MARY SUE BEELER

CRP Contract Number(s) : None

Recon ID : None

Transferred From : None

ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
85.93	33.73	33.73	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	33.73	0.00			0.00	0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	None

DCP Crop Data

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

Tract Number : 527

Description : E11/1B SEC 24 T48N R14W

FSA Physical Location : MISSOURI/BOONE

ANSI Physical Location : MISSOURI/BOONE

BIA Unit Range Number :

HEL Status : HEL field on tract.Conservation system being actively applied

Wetland Status : Tract does not contain a wetland

WL Violations : None

Owners : MARY SUE BEELER

Other Producers : None

Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
85.93	33.73	33.73	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	33.73	0.00	0.00	0.00	0.00	0.00

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
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**All Measurements are
For FSA Programs Only**

Wetland Determination Identifiers

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

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 ALF=Alfalfa-FG, CLOVR=Clovr-RED-FG
 HAY=Mixfg-IGS-FG, PAST=Mixfg-IGS-GZ
 H=Grass-FTA-FG, P=Grass-FTA-GZ
 LS=Mixfg-IGS-LS, CCM=Covrc-mix-co
 All Fields are NI

*Unless notated on Map

1:3,870

Program Year: 2025

Created: 10/8/2024

Flown: 2022-6-20



**Farm 5682
Tract 10494**



MISSOURI

BOONE

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.

United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 5682

Prepared : 10/16/24 9:49 AM CST

Crop Year : 2025

Operator Name : MARY SUE BEELER

CRP Contract Number(s) : None

Recon ID : None

Transferred From : None

ARCPLC G/I/F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
101.78	53.32	53.32	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	53.32		0.00		0.00	0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	None

DCP Crop Data

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

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Tract Number : 10494

Description :

FSA Physical Location : MISSOURI/BOONE

ANSI Physical Location : MISSOURI/BOONE

BIA Unit Range Number :

HEL Status : HEL determinations not completed for all fields on the tract

Wetland Status : Wetland determinations not complete

WL Violations : None

Owners : MARY SUE BEELER

Other Producers : None

Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
101.78	53.32	53.32	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	53.32	0.00	0.00	0.00	0.00	0.00

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
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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 5th day of March, 2025 by and between
MARY BEELER PROPERTY

(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 Boone 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 Friday, April 4, 2025 due to any delay caused by Purchaser shall constitute a forfeiture of the Earnest Money.

2. **PURCHASE PRICE:** Purchaser agrees to pay to the Seller the total sum of

(the "purchase price") subject to acreage determination by survey. Purchase price is figured from:

Upon execution of this agreement, the Purchaser will pay by check and not in cash

(which amount is equal to ten percent (10%) of the Purchase Price as Earnest Money made payable to and to be held in the escrow account of York Abstract & Title as escrow agent, there under for delivery to the Seller at the time of closing or as otherwise provided for herein. The balance of the Purchase Price shall be paid by Purchaser to the Seller at closing in cash or form of payment acceptable to the Seller.

3. **TITLE:** Seller shall furnish Purchaser with an Owners Title Insurance Commitment (Title Commitment), issued by York Abstract & 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 Friday, April 6, 2025 at the office of York Abstract & Title and 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 pay all the Boone County 2025 property taxes.

10. **DEFAULT:** If Purchaser fails to perform any obligation imposed by this Agreement, Seller may serve written notice of default upon Purchaser and if such default is not corrected within ten (10) days thereafter, then, at the option of the Seller, this Agreement shall terminate and the Seller shall be entitled to retain the Earnest Money paid hereunder as liquidated damages. The foregoing remedy in the event of default is not intended to be the exclusive remedy of Seller, and Seller shall have the right to seek any other remedies available at law or equity, including but not limited to specific performance. Default by Purchaser shall entitle Seller to court costs and reasonable attorney's fees incurred in enforcing the provision of this Agreement.

In the event of failure of Seller to perform the obligations imposed by this Agreement, Purchaser's sole remedy hereunder is to terminate this Agreement and receive a refund of the Earnest Money upon similar notice served upon Seller and similar expiration time period.

The Escrow Agent, upon receiving an affidavit from the non-defaulting party stating that this Agreement has been terminated as provided herein, shall be entitled to rely upon such affidavit and shall deliver the earnest money to the non-defaulting party.

11. ENVIRONMENTAL: The Purchaser acknowledges that the Seller has not made and hereby disclaims any and all representations and warranties, either express or implied, regarding the environmental condition of the Property. The Purchaser shall rely upon its own independent investigation, inspection, inquiry, analysis, and due diligence to evacuate and ascertain the environmental condition of the Property. The Purchaser has been advised that the Property is being sold "as is, where is" and that Seller is not representing or warranting that the condition of the Property is in accordance or compliance with any past, present, or future federal, state or local environmental laws, regulations, requirements, or standards.

As a matter of corporate policy, Seller makes it a practice to expressly advise any purchaser that the improvements on the Property include materials, which may contain asbestos, and encourages Purchaser to investigate specifically whether asbestos containing materials exist on the Property.

12. PROVISIONS RELATING SPECIALLY TO SELLER/TRUST/ TRUSTEES/ EXECUTOR AND THEIR RESPECTIVE SPECIAL CIRCUMSTANCES: Trustee/Executor Disclaimer. Each fiduciary comprising Seller executes this instrument only in its representative capacity and shall not be bound or obligated hereunder except in such capacity. Purchaser acknowledges and agrees that this Agreement is made by such fiduciaries solely in their fiduciary capacity as described in the signatures affixed hereto, and that such fiduciaries shall not be liable for any breach or any failure to perform any obligation under this Agreement except from assets held in the fiduciary capacity described.

13. PROVISIONS RELATING TO THE AUCTION COMPANY/ AUCTIONEER/BROKERS/FINDERS/ AGENTS:

(a) This Agreement is solely between Seller and Purchaser. Wheeler Auctions & Real Estate, L.L.C. (the "Auction Company") and its licensed auctioneers are employed by the Seller. The Auction Company and its auctioneers shall not be liable for any patent or latent defects or deficiencies existing in the Property, improvements or other appurtenant structures thereon, nor for any information provided to the Purchaser. The Purchaser acknowledges that it has conducted its own independent investigations, inspections, inquiries and due diligence concerning the Property.

(b) Commission. Notwithstanding any other provisions of this Agreement, the right to commission, if any, payable to any agent representing either party to this Agreement shall not vest until the transaction is closed, and shall be payable only out of proceeds of closing and said agent shall have equal right to any portion of Earnest Money forfeitures.

14. IRS 1031 TAX EXCHANGE DECLARATION (Optional):

It is agreed between the purchaser(s) and seller(s) that a material part of the consideration to the Purchasers for purchasing is that the Purchaser has the option to qualify this transaction as part of a tax-deferred exchange under Section 1031 of the Internal Revenue Code of 1986 as amended. Sellers agree that Purchaser may assign this Agreement to an exchange intermediary of Purchasers choice. Purchaser agrees that any and all additional expense, if any, shall be borne by Purchaser and Sellers agree to fully cooperate to complete the exchange.

Seller hereunder desires to exchange, for other property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended and the Regulations promulgated there under, fee title in the property which is the subject of this Contract. Seller expressly reserves the right to assign its rights, but not its obligations, hereunder to a Qualified Intermediary as provided in IRC Reg. 1.1031(k)-1(g)(4) on or before the closing date.

15. MISCELLANEOUS:

(a) Jurisdiction. This agreement shall be construed in accordance with the laws of the State of Missouri. Any provision of this Agreement which is unenforceable or invalid, or the inclusion of which would affect the validity, legality, or enforcement of this Agreement shall be of no effect, but all the remaining provisions of the Agreement shall remain in full force and effect.

(b) Entire Agreement. This Agreement contains the entire agreement of the parties and no representations, warranties or agreements have been made by either of the parties except as set forth in this Agreement.

(c) Heirs, Successors and Assigns. This Agreement shall ensure to the benefit of and shall be binding upon the Seller and Purchaser and their respective heirs, successors, and permitted assigns, provided, however, that Purchaser may not assign its rights or obligations hereunder without the prior written consent of the Seller.

(d) Time is Of the Essence. The time for performance of the obligations of this Agreement is of the essence.

(e) Notice. All notices shall be in writing and shall be deemed to have been properly delivered as of the time of delivery if personally delivered or as of the time deposited in the mail systems if sent by United States certified mail, return receipt requested, and postage prepaid.

16. FSA/NRCS: Seller is obligated to maintain (if any) the current FSA Program and Basis on the above listed real estate. Buyer agrees to the division of FSA Program data as a percent of cropland acres per tract. Buyer assumes the responsibility of any and all FSA or NRCS Programs currently in place. Buyer will be required to maintain and comply with FSA regulations of the CRP contract.

17. Tenant Rights: There are no tenant rights so full possession 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:

Address_____

City, State, Zip _____

Phone _____

Email _____

Date _____

PURCHASER:

Address_____

City, State, Zip _____

Phone _____

Email _____

Date _____

Lender Contact _____

TITLE COMPANY INFORMATION:

Name: York Title & Abstract

Address: 1155 Aguilar Dr, Montgomery City, Mo 63361

Phone: (573) 564-8021