

# **RAY COUNTY LAND AUCTION**

**Land has been  
in Carter Family  
for 50 years**

## **133.81 Acres M/L Offered In 2 Tracts**

**3 miles North of Richmond, MO on US HWY 13**



**TRACT 1, 50.95 Acres m/l, FSA Tillable @ 36.52 Acres - West side of HWY 13**

**TRACT 2, 82.82 Acres m/l, FSA Tillable @ 69.10 Acres - East side of HWY 13**

**10 A.M., MONDAY, MARCH 17, 2025  
RAY COUNTY VFW - VETERANS BUILDING  
312 CLARK ST., SIDE B, RICHMOND, MO**

**SELLER: DOWELL CARTER**

**Wheeler**   
AUCTIONS & REAL ESTATE

23101 HWY. 24, PARIS, MO 65275 | 660-327-5890  
[WWW.WHEELERAUCTIONS.COM](http://WWW.WHEELERAUCTIONS.COM)

Chas Wheeler Charlie Nordwald Mike Williams Kirby Fecht Brett Sayre Chris Butcher  
Owner/Auctioneer 838-795-4552 816-797-5450 217-248-2906 573-881-1876 309-255-0123

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

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

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



PHOTO GALLERY



*The house and acreage on Tract 1 does not convey with the parcel*





# DOWELL CARTER FARM



A solid piece of good looking ground we all drive by and see in their entirety from the highway will be available at auction on Monday, March 17 in Richmond, MO. This ground has been in the Carter family over 50 years.

Its accesses directly on to HWY 13 are excellent and the land is both fertile and easily farmed with bigger machinery. These tract sizes are ideal if you are a farmer or investor that wants to add to your land portfolio or wanting to just own some productive farmland.

The Crooked River Border of both these tracts offer a Deer and Turkey hunting paradise.

We hope you will plan on being with us at the VFW/American Legion Veterans Building to visit with Dowell and exercise your option to bid and buy one or both of these outstanding 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**

*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 INFORMATION, TERMS AND CONDITIONS

**Tract 1 @ 50.95 Taxable Acres**

**T52N – R27W – Sec.6 and  
T52N – R28W – Sec's. 1 & 12**

**Tract 2 @ 82.82 Taxable Acres**

**T52N – R27W – Sec. 7**



**Sale Date:** Monday, March 17, 2025 at 10:00 A.M.

**Sale Location:** Ray County VFW Veterans Building / American Legion, Side B,  
312 Clark St., Richmond, MO 64085

**Farm Location:** 3 miles North of Richmond, MO on HWY 13

**Method of Auction:** The farm will sell by the CHOICE method in two tracts. Tract 1 @ 50.95 acres m/l and Tract 2 @ 82.82 acres m/l by the dollar value per taxable acre. The winning bidder will have his choice of either tract or may choose to take both tracts with the winning bid. If the buyer takes both tracts, then the auction is over. **Property sells with the confirmation of bid price by the seller. This will be a live onsite auction with internet bidding available through WheelerLive. Internet bidders must be preapproved 24 hours prior to the sale.**

**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 Missouri Secured Title.

**Closing:** The closing will be on or before Friday, April 18, 2025 at the office of Missouri Secured Title, 104 N. College, Richmond, MO 64085 816-470-3280.

**Tenant:** There are no tenant agreements in place for 2025.

**Taxes:** 2024 taxes are paid by the seller. The 2025 taxes and beyond, will be paid by the buyer. The 2024 taxes are in the amounts of:  
Tract 1 totaling \$204.47  
Tract 2 totaling \$348.19

**Utilities & Water:** There are no utilities meters on the parcel. There is a KCP&L Powerline Easement and a Ray County Rural Water District #2 Water Line running along Highway 13 on the West side of Tract 2.

**Schools:** Richmond R-XVI School District

**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 cashier's 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.**

**Possession:** Immediate possession will be granted following the signing of the contract and exchange of the escrow money.

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

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

**Acreage/Survey:** The property will sell using the Taxable Acres. All acreages are approximate and accurate to the best of our ability using assessor's maps, measurements, and legal descriptions. 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. 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 for by the Purchaser.

**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.

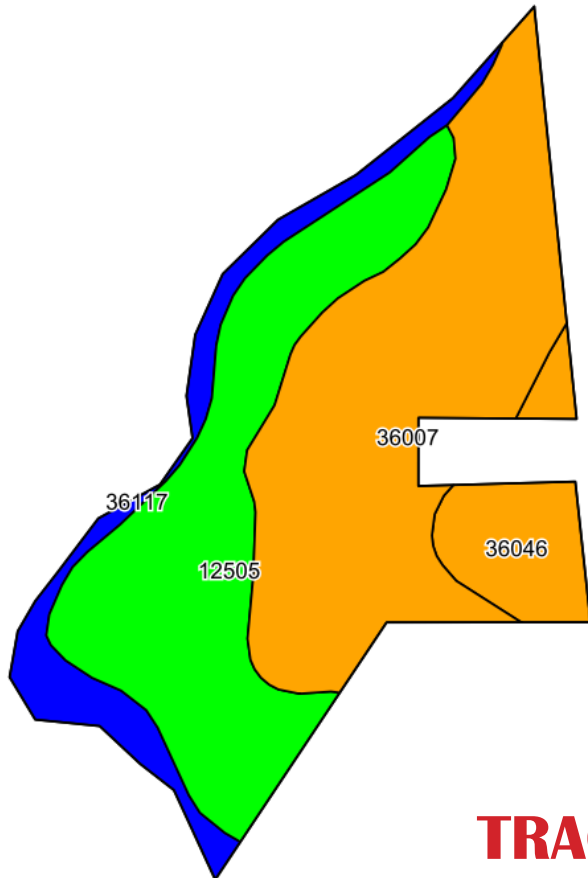
**New Data, Corrections and Changes:** Please arrive prior to scheduled auction time to inspect any changes, corrections or additions to the property information. **ALL ANNOUNCEMENTS AND INFORMATION GIVEN FROM THE AUCTION PODIUM SHALL TAKE PRECEDENCE OVER PREVIOUSLY PRINTED OR STATED ADVERTISEMENT.**

**NO BUYERS PREMIUM FOR ONSITE BUYERS AT THIS AUCTION – what you bid is what you pay.** Additional internet bidding fees apply for on line buyers.

Visit [WheelerLive.com](http://WheelerLive.com) or call Paige Sayer 308-760-4333 for information regarding added online purchasing fees or registration questions.

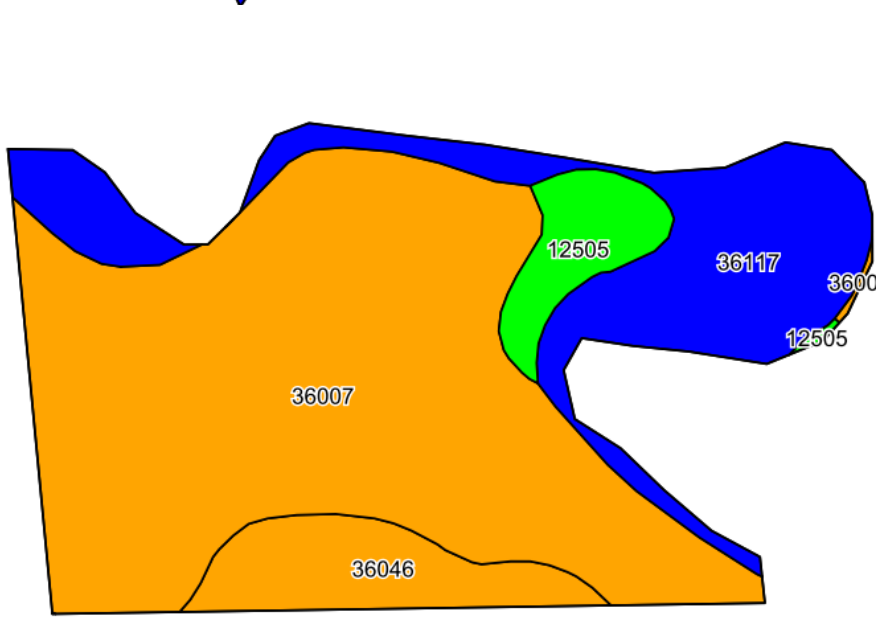
**Call Mike Williams 816-797-5450 with questions**

# TRACT 1 SOIL MAP



Area Symbol: MO177, Soil Area Version: 24				
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend
36007	Bremer silt loam, 0 to 2 percent slopes, occasionally flooded	23.22	45.6%	
12505	Wiota silt loam, 0 to 2 percent slopes	17.89	35.1%	
36117	Nodaway silt loam, heavy till, 0 to 2 percent slopes, occasionally flooded	5.23	10.3%	
36046	Wabash silty clay, 0 to 2 percent slopes, occasionally flooded	4.61	9.0%	

# TRACT 2 SOIL MAP

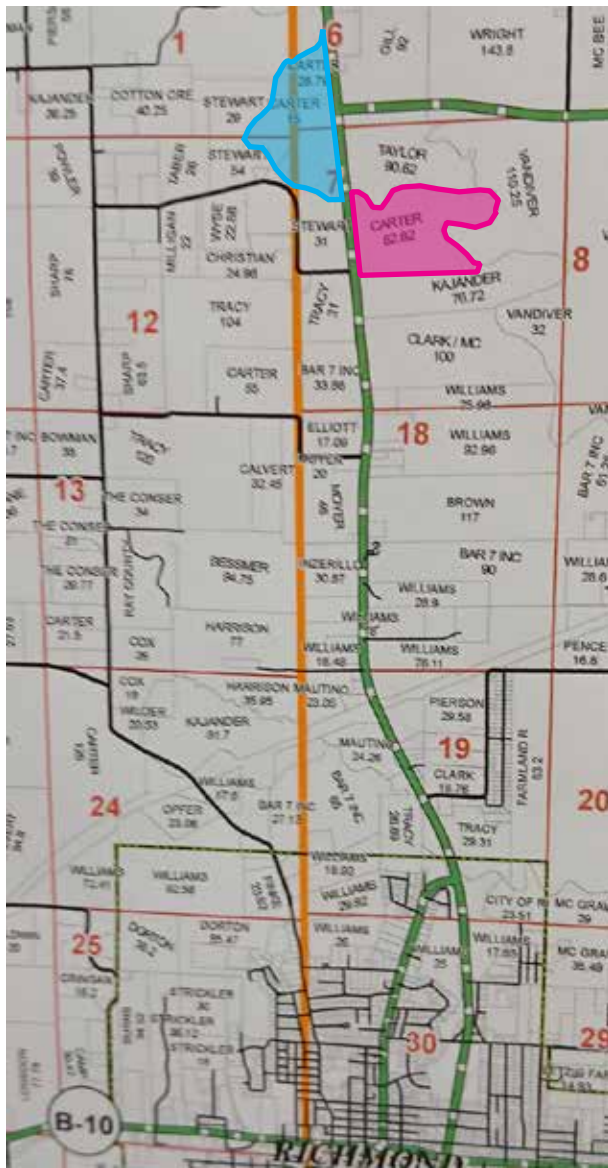


Area Symbol: MO177, Soil Area Version: 24				
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend
36007	Bremer silt loam, 0 to 2 percent slopes, occasionally flooded	52.44	63.5%	
36117	Nodaway silt loam, heavy till, 0 to 2 percent slopes, occasionally flooded	18.68	22.6%	
36046	Wabash silty clay, 0 to 2 percent slopes, occasionally flooded	7.00	8.5%	
12505	Wiota silt loam, 0 to 2 percent slopes	4.43	5.4%	





# PLAT MAP



# TRACT OVERVIEW

## Tract 1

50.95 Taxable Acres with  
FSA Tillable @ 36.52 Acres

Tract 1 floodgate for drainage to and from Crooked River was overhauled about 8 years ago. The tile to the inlet pipe funnels to the levee and drainage is fully functional. Tract 1 is levee protected, now grown up in timber or vegetation, and has good drain tube that allows water to flow back into Crooked River. The house and acreage on Tract 1 does not convey with the property.

## Tract 2

82.82 Taxable Acres with  
FSA tillable @ 69.10 Acres

Tract 2 drainage is to the East and a riser is in place just inside the timber that facilitates water drainage back into Crooked River.

Both of these parcels are very fertile and generally average 50 plus bushel per acre as a soybean yield and 180 plus bushels per acre as a corn yield.

Both Tracts are bordered by HWY 13 and both have sections of Crooked River bordering the farmland.

Hunters will be aware of the quality deer hunting along this corridor and ample Turkey are prevalent in this area as well.

## TRACT 1



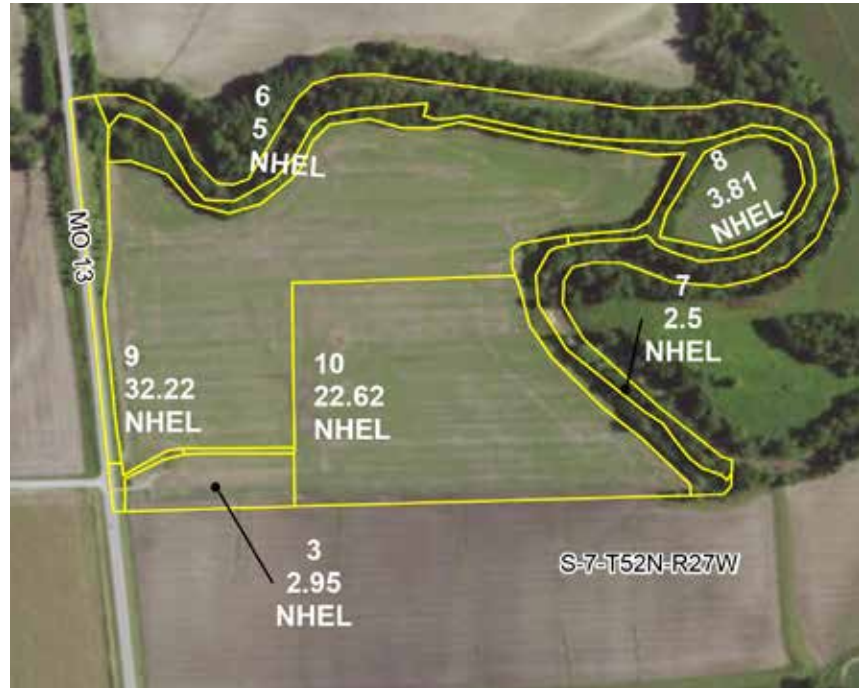
## TRACT 2



## TRACT 1 FSA MAP



## TRACT 2 FSA MAP



## TRACT 1 FSA DATA

Tract Land Data							
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
49.03	36.52	36.52	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	36.52	0.00	0.00	0.00	0.00	0.00

DCP Crop Data			
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	16.25	0.00	110
Soybeans	16.69	0.00	32
<b>TOTAL</b>	<b>32.94</b>	<b>0.00</b>	

## TRACT 2 FSA DATA

Tract Land Data							
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
84.60	69.10	69.10	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	69.10	0.00	0.00	0.00	0.00	0.00

DCP Crop Data			
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	27.40	0.00	110
Soybeans	28.16	0.00	32
<b>TOTAL</b>	<b>55.56</b>	<b>0.00</b>	



## 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 seventeenth day of March, 2025, by and between Dowell Carter 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** Tract 1 – 52N – R27W – Section 6 and T52N – R28W – Sections 1 and 12

Containing 50.95 Taxable Acres M/L

\_\_\_\_\_ **Tract 2** Tract 2 – T52N – R27W – Section 7

Containing 82.82 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, April 18, 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 Missouri Secured Title, 104 N College Street, Richmond, MO 64085 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 Missouri Secured Title, 104 N College Street, Richmond, MO 64085. **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 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, April 18, 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:**

\_\_\_\_\_ Immediate possession will be granted following the signing of the contract and exchange of the escrow money.



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:

\_\_\_\_\_  
Dowell Carter  
12814 N. Garner Rd.  
Richmond, MO 64085

Date \_\_\_\_\_

Missouri Secured Title  
Miranda Jackson, Title Officer,  
mjackson@missourisecuredtitle.com  
Elizabeth Camp, Escrow/Closer,  
ecamp@missourisecuredtitle.com  
104 N. College Street  
Richmond, MO 64085  
Office # 816-470-3280

PURCHASER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_