

LAFAYETTE COUNTY LAND AUCTION

T50N - R28W - Sections 14 and 15

FARM IS LOCATED between HWY 224 and the Missouri River just north of Catfish Charlies Restaurant. Take Railroad Street just West of the Restaurant to the MO Pacific Railroad Crossing and enter the farm thru the gate just north of the Tracks.



FSA Row Crops @ 100.5

83.84 Acres Levee Protected / 16.66 acres outside of Levee

Balance in Missouri River Levees & Premier Missouri River Bottom Hunting Ground

10 A.M. MONDAY, DECEMBER 18

AUCTION HELD AT CATFISH CHARLIES RESTAURANT

6875 MO-HWY 224, WELLINGTON, MO 64097

SELLERS: LOCKARD LIVING TRUST - ERIC AND RAYGEN LOCKARD

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

Live On-Site Auction with Internet Bidding Available





2023 Double crop beans after wheat



LOCKARD LIVING TRUST



111 Acres M/L with 100.5 Acres in Row Crops

The Lockard farm ground located just north of HWY 224 and Catfish Charlies Restaurant represents a well-protected farming parcel that is representative of top tier bottom ground and elite deer hunting with river fishing at its best. The parcel is mostly levee protected with 16.6 acres of cropland outside the levees. It borders the Missouri River on the North and the Sni-a-bar Creek on the East.

Top yield potential, big trophy deer and outstanding river fishing will not disappoint the farmer or investor that wishes to add to their land holding portfolio.

Please plan to be with us on Monday, December 18th in Wellington to visit with Eric and Raygen and exercise your option to bid and buy this Missouri River bottom farm.

Chas and Mike

View this farm at your leisure when the fields are dry or frozen.

Drone Land videos are available at wheelerauctions.com

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

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



AUCTION TERMS AND CONDITIONS

T50N – R28W – Sections 14 and 15

Sale Date: 10 A.M. – Monday, December 18th, 2023

Offering: Selling in One Tract of 111 Taxable Acres

Sale Location: Catfish Charlies Restaurant and Lounge
6875 MO-HWY 224, Wellington, MO 64097



Farm Location: between HWY 224 and the Missouri River just north of Catfish Charlies Restaurant. Take Railroad Street just West of the Restaurant to the MO Pacific Railroad Crossing and enter the farm thru the gate just north of the Tracks.

Method of Auction: The farms sells by the acre with 111 taxable acres as the multiplier to establish the final selling price. **Property sells with the confirmation of the 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.**

Tenant/Possession: Immediate possession of the farm will be granted upon signing the land sale contract and receiving the escrow down payment. There is no tenant agreement in place for the 2024 crop. Farmers in the area are interested in farming this ground.

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 Co, LLC

Closing: Closing on or before Wednesday, January 24, 2024 at the office of Truman Title Company LLC, 1908 N. Main St., Higginsville, MO 64037 Closer or questions to: Tammy Wegener, 660-358-8044, twegener@trumantitle.com

Taxes: The 2023 taxes on this property will be paid by the seller and are in the amount of \$603.51

Utilities/Water: There are no utilities or rural water on the property. However, Everyg of West MO and Rural water District #1 serves the Wellington/Napoleon area.

Schools: Wellington-Napoleon R-9 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 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.

Easements: Utility and water easements as well as Union Pacific Railroad easements are in place on the farm.

Acreage/Survey: All acreages are approximate and accurate to the best of our ability using assessors 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.**

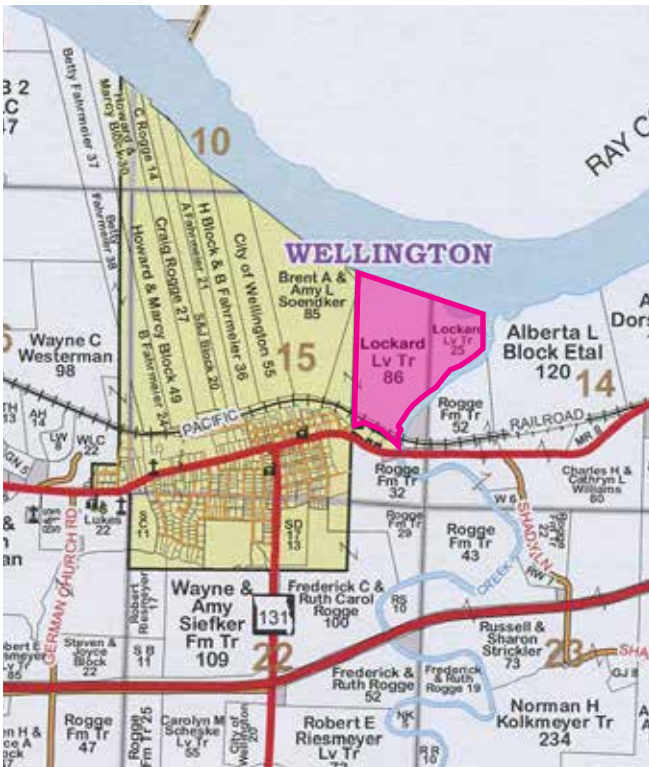
NO BUYERS PREMIUM – what you bid is what you pay

View the farm at your leisure, when the ground is dry or frozen.

Call with questions

Mike Williams 816-797-5450

PLAT MAP

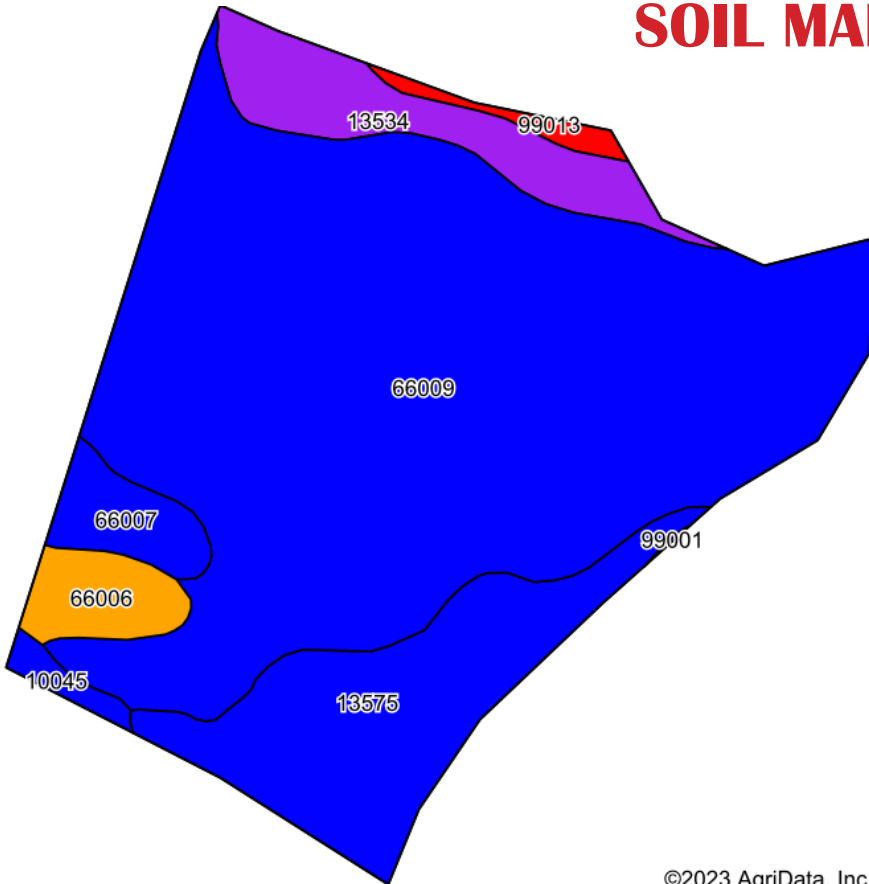


ASSESSORS MAP



Farm is easily found on On X Hunting App

SOIL MAP



Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend
66009	Haynie silt loam, 0 to 2 percent slopes, occasionally flooded	78.05	70.4%	Blue
13575	Ray silt loam, 0 to 2 percent slopes, occasionally flooded	16.44	14.8%	Blue
13534	Hodge loamy fine sand, 0 to 2 percent slopes, frequently flooded	7.80	7.0%	Purple
66006	Waldron silty clay loam, 0 to 2 percent slopes, occasionally flooded	3.32	3.0%	Yellow
66007	Leta silty clay, 0 to 2 percent slopes, occasionally flooded	3.22	2.9%	Blue
99013	Riverwash, frequently flooded	1.09	1.0%	Red
10045	Knox silt loam, 2 to 5 percent slopes	1.00	0.9%	Blue

FSA MAP & DATA



Tract Land Data							
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
118.86	100.50	100.50	0.00	0.00	0.00	0.00	0.0

Crop Election Choice		
ARC Individual	ARC County	Price Loss Coverage
None	WHEAT, CORN, SOYBN	None

DCP Crop Data				
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	42.80	0.00	47	
Corn	36.20	0.00	164	0
Soybeans	21.50	0.00	42	0
TOTAL	100.50	0.00		

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 Eighteenth day of December 2023 by and between Lockard Living Trused Dated May 28, 2013. Eric F. Lockard and Raygen M. Lockard Trustees 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:

One tract of land consisting of 111 acres m/l located in Lafayette County Missouri and identified in T50N – R28W – Sections 14 and 15 north of HWY 224, Wellington, Missouri and north of Missouri Pacific Railroad, Wellington, MO 64097

Purchaser hereby acknowledges and understands that the Property is being sold on an "as is where is" basis. Purchaser further acknowledge that this Agreement is **not contingent** upon financing and that failure to close this transaction on or before Wednesday, January 24, 2024 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 LLC, 1908 N. Main ST., Higginsville, MO 64037 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 LLC, 1908 N. Main ST., Higginsville, MO 64037 **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 using the Taxable Acres. All acreages are approximate and accurate to the best of our ability using assessors 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.

5. CLOSING: The "Closing" shall take place on or before **Wednesday, January 24, 2024** 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 2023 taxes are paid by the seller. The 2024 taxes and beyond will be the responsibility of the new owner.

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 2024 or beyond.

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

_____ Possession of the property is immediate following the signing of the land sale contract and when the escrow money has been received by the title company.

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:

Lockard Living Trust
Dated May 28, 2013

Eric F. Lockard, Trustee

Raygen M. Lockard, Trustee

Date _____

Truman Title Company LLC
1908 N. Main St.
Higginsville, MO 64037
Tammy Wegener
660-358-8044
twegener@trumantitle.com

PURCHASER:

Address _____

City, State, Zip _____

Phone _____

Email _____

Lender Contact _____
