

RAY COUNTY LAND AUCTION

Farriell D. O'Dell Estate



**49.29
Acres M/L**



**Rolling Pasture and Hay Ground
Great Water and Beautiful Home Site
T53N - R29W - Section 21**

**11 A.M. FRIDAY, JANUARY 21, 2022
SALE HELD AT THE PROPERTY
16461 SWEET ST, LAWSON, MO 64062**

Farm is Centrally Located:

**7 miles SE of Lawson
6 miles NE of Excelsior Springs
13 Miles NE of Kearney
15 Miles NW of Richmond**

**SELLER: PAMELA J. OFFOOT, PERSONAL REPRESENTATIVE
CASSANDRA N. BROWN, ATTORNEY**

SALE IS SUBJECT TO APPROVAL AND CONFIRMATION OF THE PROBATE DIVISION OF RAY COUNTY CIRCUIT COURT

Wheeler 
AUCTIONS & REAL ESTATE

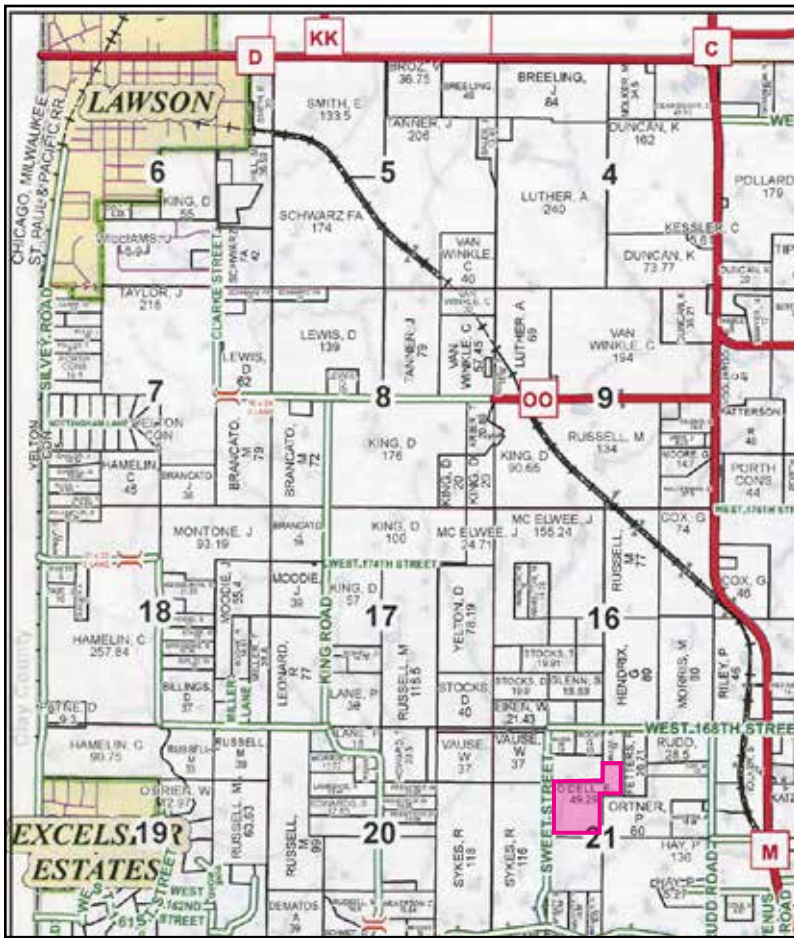
23101 HWY. 24, PARIS, MO 65275 | 660-327-5890
WWW.WHEELERAUCTIONS.COM

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

For Sale Information Contact

**Mike Williams 816-797-5450
Colton Williams 816-255-9100**

mike@wheelerauctions.com



This land sale represents an opportunity to buy a smaller acreage with outstanding location, grass, water, and views with outstanding home site capabilities. The O'Dell's ran cattle, hunted, and maintained this farm with the utmost care and you can reap those benefits. We believe the fences are cattle tight and ready for turn-out however we did not walk the entire fence line boundaries of the property. Of special note is the quality pond water and scenic view from the crest of the farm where the farmstead currently sets.

Please plan on joining us Friday, January 21 at 11 a.m. at the farm for your chance to bid and buy this unique farm.

Chas, Colton, and Mike



**Drone video 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

Colton Williams

816-255-9100

AUCTION INFORMATION, TERMS AND CONDITIONS

SALE IS SUBJECT TO APPROVAL AND CONFIRMATION OF THE PROBATE DIVISION OF RAY COUNTY CIRCUIT COURT

Sale Date & Location: Friday, January 21, 2021 at 11:00 A.M. at 16461 Sweet St, Lawson, MO 64062

Sale & Farm Directions: From Wood Heights on HWY 10, go North on HWY M 4 Miles, go West on 168th St 1 ½ Miles and South on Sweet St ½ Mile OR from Lawson, go 2 Miles East on HWY D, 3 Miles South on HWY M, 1 ½ Mile West on 168th St, and ½ Mile South on Sweet St.

Method of Auction: The farm will sell by the dollar value per acre times 49.29 acres m/l to determine the final selling price. **Property sells with the confirmation of bid price by the seller.**

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 Ray County Land Title.

Closing: On or before Wednesday, February 23, 2022 at the office of Ray County Land Title, LLC, 203 W. Main, Richmond, MO 64085 - Amanda Elliott, 816-470-6500.

Tenant: There is no tenant agreement in place for 2022.

Taxes: 2021 Taxes are paid by the seller in the amount of \$917.47. The buyer will be responsible for all of the 2022 taxes and beyond.

Utilities & Water: Platte-Clay Electric Co-op 816-628-3121
PWSD #2 of Ray Co. 816-776-2691

Schools: Excelsior Springs 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.

Possession: FULL POSSESSION WILL BE GRANTED AT CLOSING.

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.

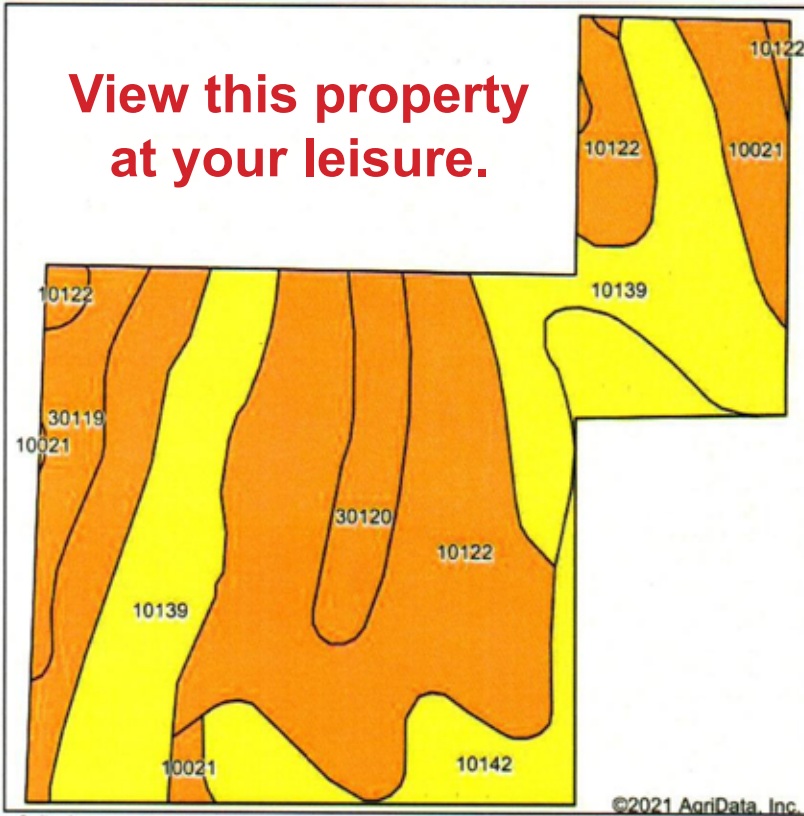
Acreage/Survey: The property will sell by the acre amount as 49.29 acres M/L in one tract. All acreages are approximate and accurate to the best of our ability using assessors maps, measurements, and legal descriptions. The selling price based on the acreage multipliers is final and no future adjustments 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.

**View this property
at your leisure.**



Soils data provided by USDA and NRCS.

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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 AT THIS AUCTION – what you bid is what you pay

**Call with questions.
Mike Williams 816-797-5450
Colton Williams 816-255-9100**

Area Symbol: MO177, Soil Area Version: 21

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Alfalfa hay Tons	Caucasian bluestem Tons	
10122	Sharpsburg silt loam, 5 to 9 percent slopes, eroded	18.11	35.9%		IIIe			
10139	Snead silty clay loam, 5 to 14 percent slopes	14.71	29.2%		IVe	4	7	
30120	Lagonda silty clay loam, 5 to 9 percent slopes, eroded	6.62	13.1%		IIIe	5	8	
10142	Snead-Rock outcrop complex, 5 to 14 percent slopes	5.71	11.3%		IVe	3	6	
10021	Greenton silty clay loam, 5 to 9 percent slopes, eroded	2.78	5.5%		IIIe	5	8	
30119	Lagonda silty clay loam, 2 to 5 percent slopes, eroded	2.47	4.9%		IIIe			
Weighted Average						3.41	2.4	4.2

NOTES

- One story 912 sq. frame home built in 1980 is in disrepair and should be **considered of no value**
- 6 small out buildings are pole/tin structures in good condition
- Any miscellaneous content in the buildings and on the property will convey with the property. (Example, blue steel frame trailer, blue steel frame hoist or hanging structure approximately 7 feet tall, old camper, garden tillage and pto driven steel post driver, etc.)
- 500 gallon propane tank is believed to be owned by the seller and will convey with the property
- Steel/pipe load out and corral system along the driveway is in good condition
- **Farm is not enrolled in any FSA Programs**

AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

THIS AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION (later called the "Agreement"), made and entered into as of this twenty-first day of January 2022 by and between Farriell D. O'Dell Estate, Pamela J. Offoot, Personal Representative (SALE IS SUBJECT TO APPROVAL AND CONFIRMATION OF THE PROBATE DIVISION OF RAY COUNTY CIRCUIT COURT) 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 one tract consisting of 49.29 acres m/l of real estate situated in Ray County, Missouri. 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, February 23, 2022 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 Ray County Land Title, LLC, 203 W. Main, 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 Ray County Land Title, LLC, 203 W. Main, 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: Sale of the property will be based on Tract 1 of 49.29 acres m/l. 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 and paid for by 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 AND POSSESSION: The "Closing" shall take place on or before **Wednesday, February 23, 2022**, at the office of Ray County Land Title, LLC, 203 W. Main, Richmond, MO 64085, 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. 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 2021 taxes will be paid by the seller. 2022 taxes and beyond will be the responsibility of the new owner or owners.

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 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.

(b) The O'Dell Farm FSA #3615 is not enrolled in any USDA/FSA programs.

17. Tenant Rights: Present tenant's rights prevail if any.

18. SPECIAL AGREEMENTS (if any):

There is no tenant agreement in place for the 2022 crop year.

Possession will be granted at closing.

SALE IS SUBJECT TO APPROVAL AND CONFIRMATION OF THE PROBATE DIVISION OF RAY COUNTY CIRCUIT COURT.

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:

Pamela J. Offoot
Personal Representative of the
Farriell D. O'Dell Estate
312 E. 4th St.
Carrollton, MO 64633

Attorney Cassandra N. Brown
Franken Franken and Brown LLC
6 S. Folger St., Carrollton, MO 64633
660-542-1852
frankenlawbrown@sbcglobal.net

Date _____

Ray County Land Title, LLC
Amanda Elliott
203 W. Main
Richmond, MO 64085
816-470-6500
amanda@raycolandtitle.com

PURCHASER:

Address _____

City, State, Zip _____

Phone _____

Email _____

Lender Contact _____

