# MONROE COUNTY

Real Estate Auction

# TUESDAY, APRIL 23, 2024 at 6 PM

AUCTION LOCATION: KC Hall, 424 South Locust St., Monroe City, MO 63456 (KC Hall is directly behind the Holy Rosary Catholic Church)

PROPERTY LOCATION: Take Highway 24 south 3 miles from the 4-way stop in Monroe City to the property on the left

75 +/- ACRES TO SELL IN TWO TRACTS LOCATED IN T56N, R7W, SECTION 31 OF MONROE COUNTY, MO

SELLER: PAUL A. WALKER JR. & BEVERLY M. WALKER FAMILY TRUST



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

Chas Wheeler Owner/Auctioneer Charlie Nordwald

Mike Williams

Kirby Fecht 217-248-2906 For more information call Charlie Nordwald at 636-795-4552 or visit wheelerauctions.com

# **MONROE COUNTY REAL ESTATE AUCTION**

TUESDAY, APRIL 23, 2024 AT 6 PM

### **PROPERTY VIEWING:**

SUNDAY, APRIL 14 FROM 2 PM TO 4 PM AT THE PROPERTY

**AUCTION LOCATION: KC Hall, 424 South Locust St., Monroe City, MO 63456** (KC Hall is directly behind the Holy Rosary Catholic Church)

**PROPERTY LOCATION: Take Highway 24 south 3 miles** from the 4-way stop in Monroe City to the property on the left.

### 75 +/- ACRES TO SELL IN TWO TRACTS LOCATED IN **T56N, R7W, SECTION 31 OF MONROE COUNTY, MO**

TRACT 1: 40+/- Acres located at the corner of Highway 24 and Hereford Lane/ MCR 594. The tract has frontage on Hwy. 24 frontage and access off Hereford Lane/ MCR 594 and MCR 591. There are no improvements, primarily all open and currently in pasture or crop production. The balance is in a lake and wooded fence row.

The current farm tenant will have access to his 2024 wheat crop that is on Tract 1. Beyond wheat harvest, full possession will be given.

The Cannon Water District runs down the side of Highway 24 but there is no water meter on Tract 1.

TRACT 2: 35 +/- Acres with access off MCR 591 on the west side and 592 along the south side. This tract is primarily open, partially terraced and currently being used for permanent pasture and hay. With the balance in a wooded strip along the east side. There are no improvements on this tract. There is no rural water on this tract.

NOTE: Monroe County FSA says there is 61.21 total tillable acres.

AUCTIONEER NOTE: The Walker Property offers up exactly what a lot of you are asking for. small multipliers, frontage on Highway 24 and Monroe County Roads, agricultural income, hunting opportunities and public water available or close by. In addition, it is just minutes from Mark Twain Lake, the Dam, and several public accesses. —Charlie

# **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 45 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 closing in 45 days or less subject to farm tenant rights on Tract 1.

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 on record.

**Taxes:** 2024 Property taxes will be paid by the new buyer.

Survey Acreage: Acreage will be based on surveyed amounts.

**Auction Method:** The tracts are surveyed and will be sold by the acre using the choice method.

**Closing:** Anticipated closing date shall be on or before <u>Friday</u>, <u>June 7</u>, <u>2024</u> or on a date mutually agreed upon between the buyer(s) and the sellers conducted at the office of <u>Accurate Title Company</u>, <u>218 Broadway</u>, <u>Hannibal</u>, <u>MO 63401</u>, (573) <u>221-1002</u>.

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

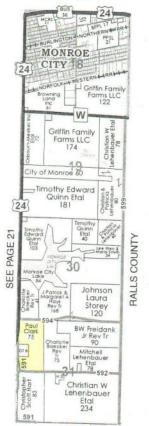
**Disclaimer**: The property is being sold on an "as is, where is" basis, and no warranty or representation, either express or implied, concerning the property is made by either the sellers or the auction company. Each bidder is responsible for conducting its own independent inspections, investigations, 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 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.

# Jefferson (NE) & Monroe (SE)

T55N - R7W

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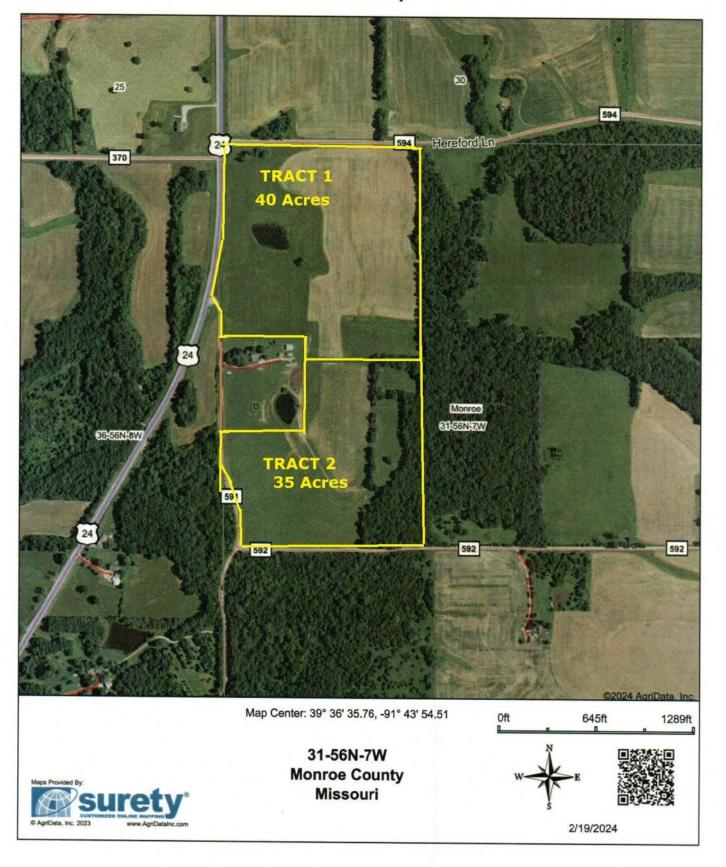


MARION COUNTY

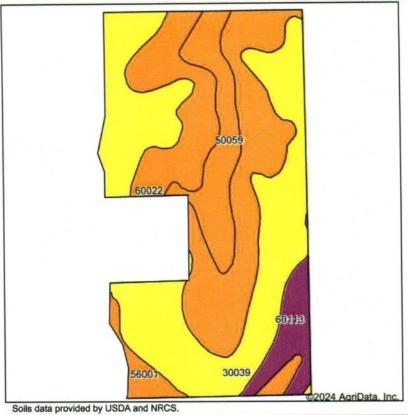
SEE PAGE 33 ♦ SEE RIGHT

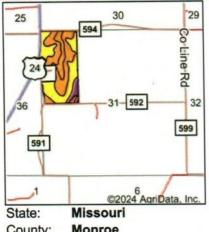


# **Aerial Map**



### Soils Map





State: Missouri
County: Monroe
Location: 31-56N-7W
Township: Monroe
Acres: 74.98

Date: 2/19/2024





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
30039	Armstrong loam, 9 to 14 percent slopes, eroded	33.03	44.1%		IVe						
60022	Leonard silt loam, 1 to 6 percent slopes, eroded	26.37	35.2%	-	Ille						
50059	Mexico silt loam, 1 to 4 percent slopes, eroded	8.22	11.0%	-	Ille						
60113	Goss gravelly silt loam, 20 to 30 percent slopes	4.41	5.9%		Vle	4	6	5	5	5	6
56001	Piopolis silty clay loam, 0 to 2 percent slopes, occasionally flooded	2.95	3.9%	-	IIIw			7	6	7	9
			Weighter	d Average	3.62	0.2	0.4	0.6	0.5	0.6	0.7

\*c: Using Capabilities Class Dominant Condition Aggregation Method



#### 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.

#### Monroe Co. FSA

C = CORN YELLOW GR NI SB = SOYBEAN COM GR NI WHT = WHEAT SRW GR NI MILO = SORGHUM GRS GR NI GZ = GRASS GESCUE TALL GRAZE NI HY = GRASS FESCUE TALL FORAGE NI LS = GRASS FESCUE TALL LS NI \*Unless notated on Map

### 1 inch equals 330 feet

**Program Year: 2024** Created: 2/20/2024

Flown: 2022-6-20



plss

Farm 6820 Tract 13573 MISSOURI MONROE

**United States Department of Agriculture Farm Service Agency** 

Abbreviated 156 Farm Record

FARM: 6820

Prepared: 2/23/24 10:06 AM CST

Crop Year: 2024

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.

: RYAN ANDREW SEWARD **Operator Name** 

CRP Contract Number(s) : None

Recon ID : 29-137-2024-28

Transferred From : None ARCPLC G/I/F Eligibility : Eligible

			F	arm Land D	ata		-		
Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
73.66	61.21	61.21	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	61.21		0.00		0.00	0.00	0.00	0.00

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

DCP Crop Data						
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP		
Wheat	19.74	0.00	42			
Grain Sorghum	12.18	0.00	84			
Soybeans	0.66	0.00	32	0		

TOTAL 32.58 0.00

NOTES

**Tract Number** : 13573

Description : S31 T56 R7

**FSA Physical Location** : MISSOURI/MONROE **ANSI Physical Location** : MISSOURI/MONROE

**BIA Unit Range Number** 

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

**Wetland Status** : Tract contains a wetland or farmed wetland

**WL Violations** 

Owners : PAUL A WALKER JR Other Producers : MATTHEW ADAM SEWARD

Recon ID : 29-137-2024-27

Tract Land Data							
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
73.66	61.21	61.21	0.00	0.00	0.00	0.00	0.0

MISSOURI MONROE

**United States Department of Agriculture** Farm Service Agency

Abbreviated 156 Farm Record

Form: FSA-156EZ

FARM: 6820

Prepared: 2/23/24 10:06 AM CST

Crop Year: 2024

#### Tract 13573 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	61.21	0.00	0.00	0.00	0.00	0.00

DCP Crop Data						
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield			
Wheat	19.74	0.00	42			
Grain Sorghum	12.18	0.00	84			
Soybeans	0.66	0.00	32			

TOTAL 32.58 0.00

#### **NOTES**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <a href="http://www.ascr.usda.gov/complaint\_filing\_cust.htm">http://www.ascr.usda.gov/complaint\_filing\_cust.htm</a>| and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

# AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

THIS AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION (later called the

"Agreement" tween:	-					nis <u>23ra day of April, 2024</u> by and be- <u>YM. WALKER FAMILY TRUST</u>
(collectively	later	called	the	"Seller"),	and	
	n this c					(later called the y (as defined in Paragraph 1) at the pububject to the following terms, covenants
sold as a toto mately acknowledge Purchaser fur that failure to	al amo tota es and ther a o close	ount and lacres of understocknowled this tra	l/or tra of real e ands th dge th insaction	ct(s) estate situ nat the Pr at this Ag on on or	ated in operty greeme before	agrees to purchase tract(s) sold on a per acre basis with approximental Monroe County, MO. Purchaser hereby is being sold on an "as is where is" basis. Ent is not contingent upon financing and a Friday, June 7, 2024 due to any delay the Earnest Money.
2. PURCHASE	PRICE:	Purchas	ser agr	ees to pa	y to the	e Seller the total sum of
(the "purcha: ured from:	se pric	e") subje	ect to c	acreage c	determi	ination by survey. Purchase price is fig-
Upon execut	tion of	this ag	reeme	nt, the P	urchas	er will pay by check and not in cash
payable to cagent, there	ind to under ne bal	be held for deliv ance of	in the ery to the Pu	escrow of the Seller Orchase P	accour at the rice sh	e Purchase Price as Earnest Money made at of <u>Accurate Title Company</u> as escrow time of closing or as otherwise provided all be paid by Purchaser to the Seller at the Seller.
mitment), issu	jed by	Accura	ite Title	e Compa	<u>ny.</u> Title	rs Title Insurance Commitment (Title Come insurance premium policy is to be split ommitment shall commit the subject title

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.

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.

- 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, June 7, 2024 at the office of Accurate Title Company 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; FITPTA 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:** 2024 Property taxes will be paid by the new buyer. 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 RE-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**: The current farm tenant will have access to his 2024 wheat crop that is on Tract 1. Beyond wheat harvest, full possession will be given.

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:	PURCHASER:
Address	Address
City, State, Zip	City, State, Zip
Phone	Phone
Email	Email
Date	Date
	Lender Contact
TITLE COMPANY INFORMATION:	
Name: Accurate Title Company	

Phone: (573) 221-1002

Address: 218 Broadway, Hannibal, MO 63401