

CARROLL COUNTY LAND AUCTION

T54N - R24W - Sections 27 & 28



83 ACRES ML

Subject to Survey

FSA tillable @ 69 Acres

10 A.M. FRIDAY, MAY 24, 2024
SALE HELD AT THE PROPERTY

PHYSICAL ADDRESS: 19303 HWY W, BOGARD, MO 64622

3 3/4 MILES WEST OF BOGARD ON HWY W

SELLERS: JOHN AND ADA GINGERICH

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

Live On-Site Auction with Internet Bidding Available

For Sale Information Contact

Mike Williams

816-797-5450

mwauctions@ctcis.net



GINGERICH LAND SALE



John and Ada have decided to sell a portion of their farm and this presents an opportunity to purchase a productive farm acreage with good soils and new fencing. This farm is gently rolling and currently mostly in great grass with a 12 acre plot that has been row cropped. The balance of the farm is as good as it gets if you want to run cattle, however, a total of 69 FSA measured acres could go to row crops. The buyer will get immediate possession so that you could still plant soybeans if you desired.

John and Monore would like the privilege to retain hunting rights on this property and they will visit with the new Buyer about that possibility. Please plan to be with us on Friday, May 24th to visit with the Gingerich Family and exercise your option to bid on and buy this quality farm ground.

Chas and Mike

**Drone Land videos are available at
wheelerauctions.com**

Gates are open,

Feel free to view this farm at your leisure.

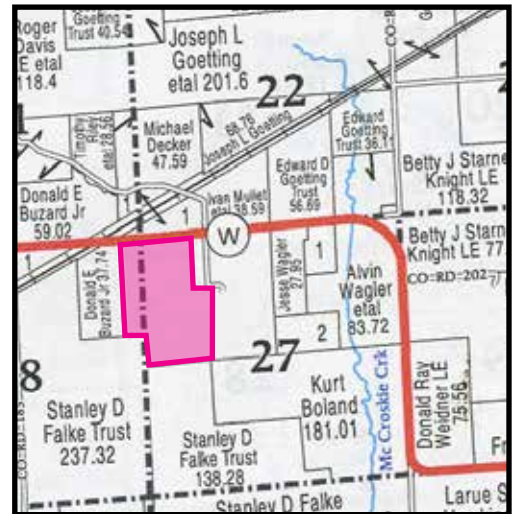
For Sale Information Contact:

Wheeler Auction Representative,

Mike Williams

816-797-5450

mwauctions@ctcis.net • Website: www.wheelerauctions.com



Bogard 3.75 miles

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

T54N – R24W – Sections 27 & 28

Sale Date: 10 a.m. – Friday, May 24, 2024

Offering: One Tract of 83 Acres M/L. Final selling price will be subject to and based on the Surveyed Acres

Physical Address: 19303 HWY W, Bogard, MO 64622

Farm and Sale Location: 3 ¼ Miles West of Bogard on HWY W

Method of Auction: The farm will sell in one parcel by the surveyed acres. The website will be updated as soon as the survey is complete. Marcus McGee Surveying, Carrollton, MO is conducting the survey and we will have survey copies available sale day. **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.**

Home and Outbuildings: There are no buildings, homes, or improvements selling in this Tract of land. It has excellent new perimeter fencing and some cross fencing on the southeast portion of the farm.

Tenant: There is no tenant agreements in place for the crop ground, pasture or for haying. The buyer will have full rights to all the tracts surveyed acres for 2024.

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 Harvest and Home Title Co.

Closing: Closing on or before Friday June 28, 2024 at the office of Harvest and Home Title Co., formally Carroll Co. Title, 4 West Benton Street, Carrollton, MO 64633. Amanda Mathis, Closer, 660-542-1364, Ext 25. amanda@hhtitle.com

Possession: Full possession will be granted immediately following the auction when the contract is signed and the escrow/down payment is secured by the title company.

Taxes: The 2023 taxes were approximately \$332.19 as figured by the Carroll County Assessor. The 2024 taxes will be prorated to the day of closing and the Assessor will refigure the current tax liability for this land sale.

Utilities: There are no utilities on the farm, however Farmers Electric Cooperative, Chillicothe, MO runs along Hwy W.

Water: No county rural water lines or meters are on the property however, Carroll County Water District #1 runs along the South side of Highway W.

Schools: Carrollton R-7 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: Sale of the property is subject to any and all easements of record. County Road 193 is a public road leading to the two homes and farmsteads on this property. **A 30 ft. ingress/egress easement will show on the recorded survey and will run from the end of County Rd 193 thru a portion of the farmstead to access the East and Southeast portion of this tract of land.** (Approximately 100 feet long and thru the gates to the selling parcel) Actual footage and measurements will be contained and described in the survey and at the auction.

Acreage/Survey: The property is currently being surveyed and will sell using the actual surveyed acres to determine the final selling price. 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.

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.

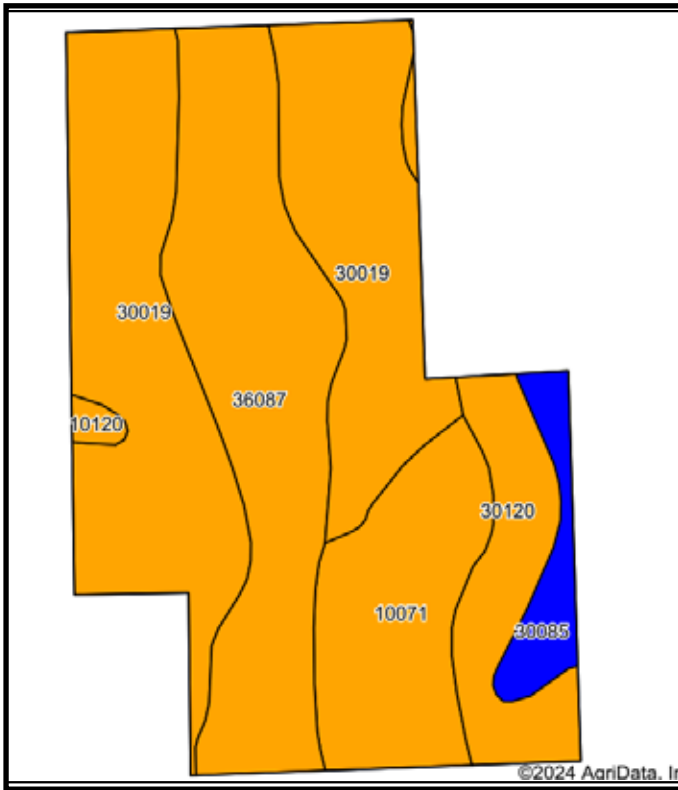
New Data, Corrections and Changes: Please arrive prior to scheduled auction time to inspect any changes, corrections or additions to the property information. **ALL ANNOUNCEMENTS AND INFORMATION GIVEN FROM THE AUCTION PODIUM SHALL TAKE PRECEDENCE OVER PREVIOUSLY PRINTED OR STATED ADVERTISEMENT.**

NO BUYERS PREMIUM – what you bid is what you pay

ASSESSOR & TRACT MAP

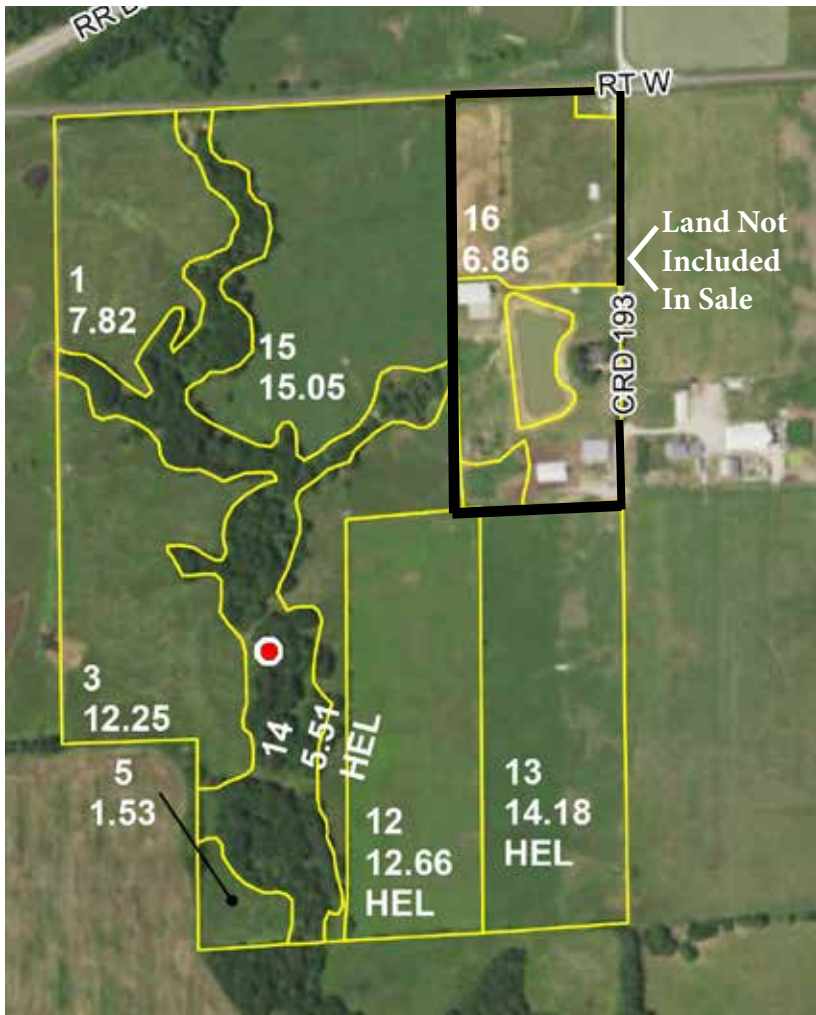


SOIL MAP & FSA DATA



Soils data provided by USDA and NRCS.
Area Symbol: MO033, Soil Area Version: 26

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend
30019	Armster loam, 5 to 9 percent slopes	35.49	42.6%	Orange
36087	Nodaway silt loam, 1 to 3 percent slopes, frequently flooded	23.14	27.8%	Orange
10071	Ladoga silt loam, 5 to 9 percent slopes, eroded	12.31	14.8%	Orange
30120	Lagonda silty clay loam, 5 to 9 percent slopes, eroded	8.37	10.1%	Orange
30085	Grundy silt loam, 2 to 5 percent slopes	3.36	4.0%	Blue
10120	Sharpsburg silt loam, 2 to 5 percent slopes	0.57	0.7%	Orange



This has been an organic farm with heavy doses of chicken liter as fertlizer. Pastures have ample creek water for livestock.

There are no farm programs in place with no crop base, ARC County, or Price Loss Coverage in place.

**Questions? Call
Mike Williams
816-797-5450**

PHOTO GALLERY



----- *New perimeter and cross fencing* -----



Plentiful water even in a drought year like 2023

Sale held at the farm



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-fourth day of May, 2024, by and between John L and Ada B Gingerich 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 containing _____ surveyed acres in Carroll County, Missouri, identified as T54N – R24W – Section 27 and Section 28 with a physical address of 19303 HWY W and 19299 HWY W, Bogard, MO 64622.

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, June 28, 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 Harvest and Home Title Company, 4 West Benton Street, Carrollton, MO 64633 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 Harvest and Home Title Company, 4 West Benton Street, Carrollton, MO 64633 **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 Surveyed Acres as the multiplier to determine the final selling price of this 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, June 28, 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 2024 taxes will be prorated to the day of closing. 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 2024 or beyond.

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

_____ An ingress/egress easement from the end of County Road 193 thru a portion of the farmstead to access the South and East portion of this tract and the survey is recorded at the Carroll County Courthouse.

_____ Immediate possession is granted for farming purposes once the sale contract is signed and the escrow/down payment is secured 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:

John L. Gingerich
19303 HWY W.
Bogard, MO 64622

Ada B. Gingerich

Date _____

Harvest and Home Title Company
4 West Benton Street
Carrollton, MO 64633
Amanda Mathis – closer
amanda@hhtitle.com
660-542-1364

PURCHASER:

Address _____

City, State, Zip _____

Phone _____

Email _____

Lender Contact _____

