

# AUCTION

## PROPERTY INFORMATION



Find Your Freedom<sup>®</sup>

*Warner Land Trust*  
Archie, Cass County, Missouri



**Heritage Brokers  
& Auctioneers**

# TABLE OF CONTENTS

- **Cover Letter**
- **Property Brochure**
- **Tract Map**
- **Auction Terms and Conditions**
- **Broker Disclosure Form**
- **FSA Maps**
- **FSA 156-EZ**
- **Sample Purchase Contract**

**\*Copies of the Preliminary Title Commitments  
are available for download from our website  
[www.BidHeritage.com](http://www.BidHeritage.com)**



**Heritage Brokers  
& Auctioneers**

WELCOME AUCTION BIDDERS...!

On behalf of United County | Heritage Brokers & Auctioneers, and the Sellers, we would like to welcome you to the auction event. Our number one goal is to provide as much clarity and information needed for you to make a well-informed purchase.

The real estate auction process should not be complicated. We believe in creating an open and transparent environment for our clients and customers by providing full disclosure, pertinent information and walking through the process to make the auction event an exciting opportunity that it was designed to be. Remember, we are here to provide a service so please let us know if you have any questions about the property being offered or questions about the auction process.

Real Estate Auctions have become increasingly popular over recent years, as property owners and buyers are realizing the advantages to an expedited sales process. Professional real estate auction services allow sellers to present their property to the marketplace and an opportunity for well informed and qualified buyers to present their offers.

Over the past 95 years, United Country has become recognized as the leader in real estate auction marketing. As the largest fully integrated real estate and auction organization in the United States, we consistently deliver industry leading auction marketing, technology, training and results to our clients. For more information about United Country | Heritage Brokers & Auctioneers, feel free to visit our websites: [www.BidHeritage.com](http://www.BidHeritage.com) (for Auctions) and [www.BuyHeritage.com](http://www.BuyHeritage.com) (for Traditional Real Estate Sales).

Thanks again for your attendance,

A handwritten signature in black ink that reads "Shawn Terrel". The signature is fluid and cursive, with a large loop at the end.

R. Shawn Terrel, CAI, AARE  
Owner / Broker / Auctioneer

**UNITED COUNTRY®**

*in Kansas City since 1925*

(877) 318-0438 Office \* (816) 420-6219 Fax \* 2820 NW Barry Rd., Kansas City, MO 64154

[www.BidHeritage.com](http://www.BidHeritage.com) & [www.BuyHeritage.com](http://www.BuyHeritage.com)

ARCHIE \* CASS COUNTY \* MISSOURI  
ROW CROP LAND • CATTLE GRAZING  
OUTSTANDING HUNTING • RIVERFRONT PROPERTY • HOME SITES

**WARNER LAND TRUST  
ONLINE ONLY  
AUCTION**

**1,066 ACRES OFFERED IN 10 TRACTS**

**ONLINE BIDDING ENDS:  
DECEMBER 10th at 6:00 PM CT**

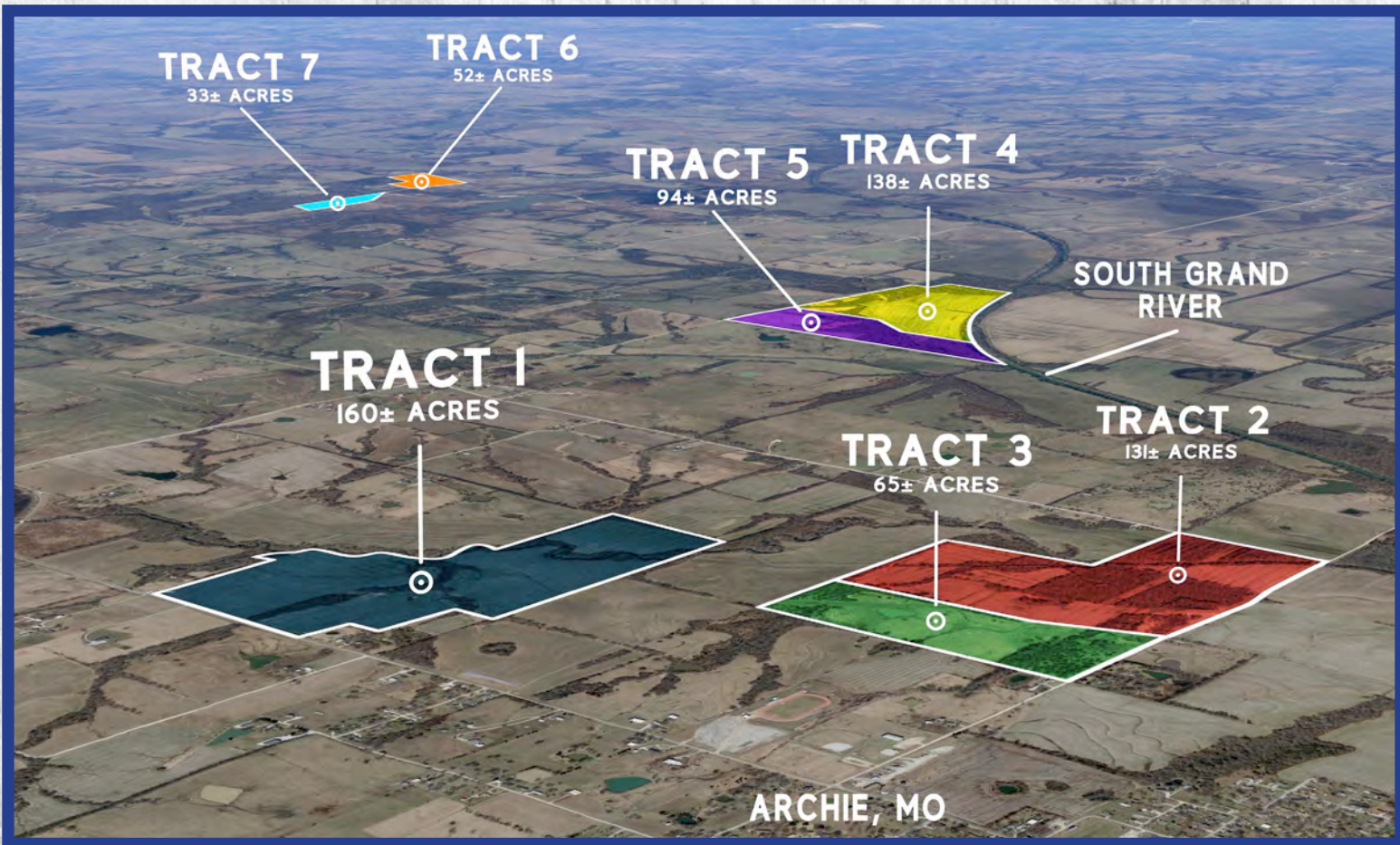
**REGISTER & BID: [BidHeritage.com](http://BidHeritage.com)**



**Heritage Brokers  
& Auctioneers**

**877-318-0438**

Shawn Terrel, Broker / Auctioneer CAI, AARE, UCMA



**ONLINE ONLY BIDDING ENDS: DECEMBER 10TH AT 6:00 PM CT**  
**REGISTER & BID: [BidHeritage.com](http://BidHeritage.com)**



**TRACT 1:**  
 163+/- acres of row crop farm that offers fairly level terrain and excellent soil types. The farm is mostly in cultivation. Located just ½ mile west of Archie, MO on State Hwy A.



**TRACT 2:**  
 131+/- acres comprised of a mixture of row crop farmland and timber. Black Creek runs through this farm offering excellent hunting and recreational opportunities.



**TRACT 3:**  
 A 65 +/- acre fenced pasture farm, with a good amount of timber, with a pond. Nice potential home site, located just north of the Archie Sports Complex.

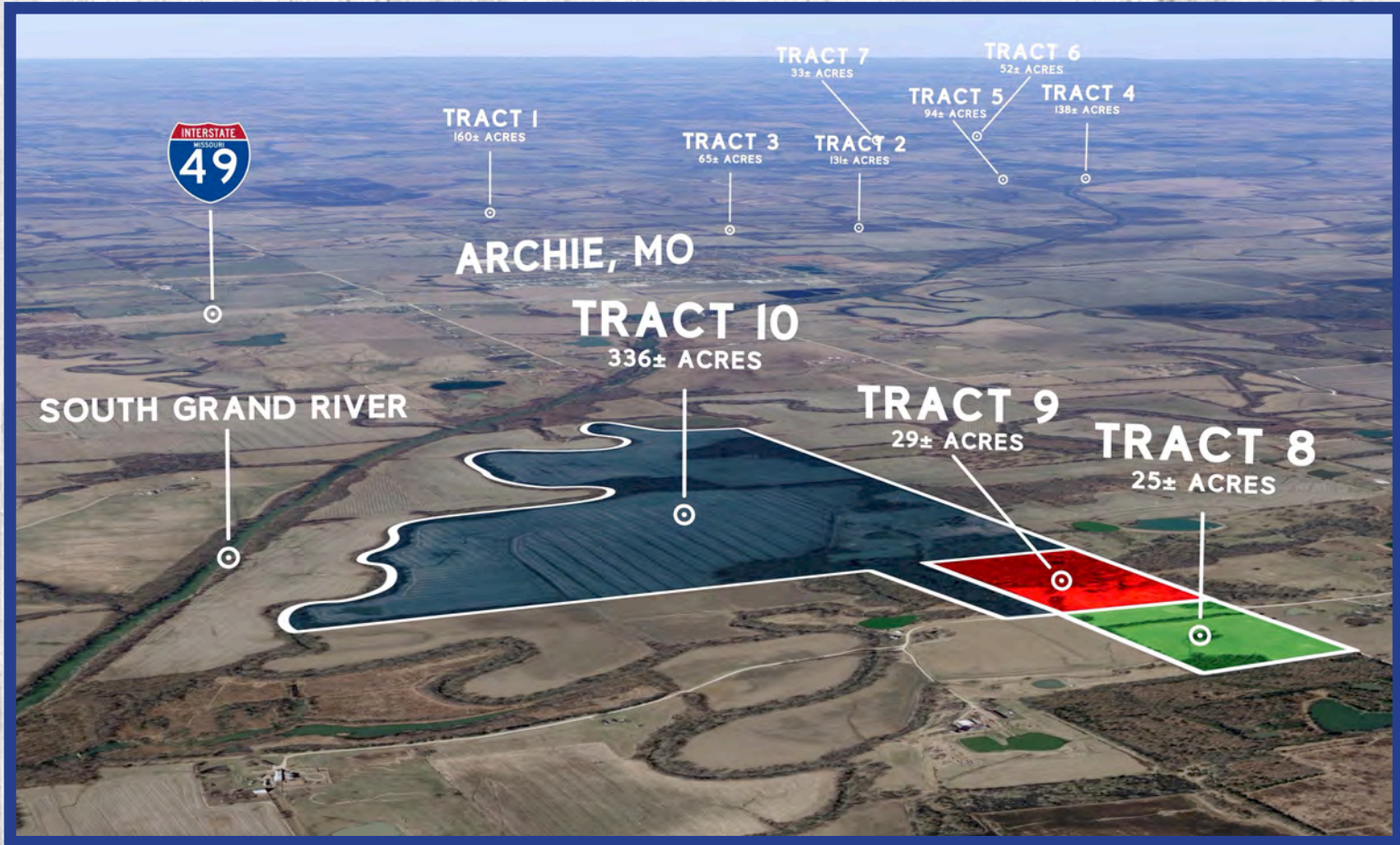


**TRACT 4:**  
 138 +/- acres row crop farmland with a mixture of timber and grass fields along the west side. The land sets just west of the South Grand River.

**Auctioneers Note:** The Warner Family has owned this property for decades and are now making it available to the public. Mr. Warner managed his property with a commitment to land conservation and improving wildlife habitat. This is an excellent investment opportunity with crop production, grazing, hunting & fishing, and wonderful building sites. With 10 Tracts ranging in size from 25 to 336 acres, there is something for everyone in this auction.

**SELLERS:** William A. & Clissie May Warner Living Trust





**TRACT 5:**

94 +/- acres cropland, timber and recreational frontage on the South Grand River. Several excellent home sites.



**TRACT 6:**

52 +/- acre tract located directly west of the Amarugia Highlands Conservation Area. Hay production, grass pasture, and timber, with a nice sized pond.



**TRACT 7:**

33 +/- acres also located directly west of the Amarugia Highlands Conservation Area. A 100' elevation change up the timbered hillside offers unique views and building sites.



**TRACT 8:**

25 +/- acre building tract currently in hay production. Level farm with excellent county road access on two sides.



**TRACT 9:**

29 +/- acre building and recreational tract that offers a mixture of open pasture, creek and timber. The east side has several prime building areas and the west portion of the farm has great hunting potential.



**TRACT 10:**

336 +/- acres of primarily row crop farmland, with a mixture of timber and open areas. Located on the South Grand River, this is an outstanding cropland investment farm.

**WARNER LAND TRUST  
ONLINE ONLY  
AUCTION**

1,066 ACRES OFFERED IN 10 TRACTS

**ONLINE BIDDING ENDS:  
DECEMBER 10th at 6:00 PM CT**

2820 NW Barry Rd.  
Kansas City, MO 64154



**Heritage Brokers  
& Auctioneers**

**877-318-0438**

**BIDHERITAGE.COM**

TERMS: 5% Buyer's Premium applies. 10% down payment, with balance due at closing within 30 days. See website for complete Terms & Conditions. Franchise offices are independently owned and operated.

**ARCHIE \* CASS COUNTY \* MISSOURI**

**ROW CROP LAND • CATTLE GRAZING**

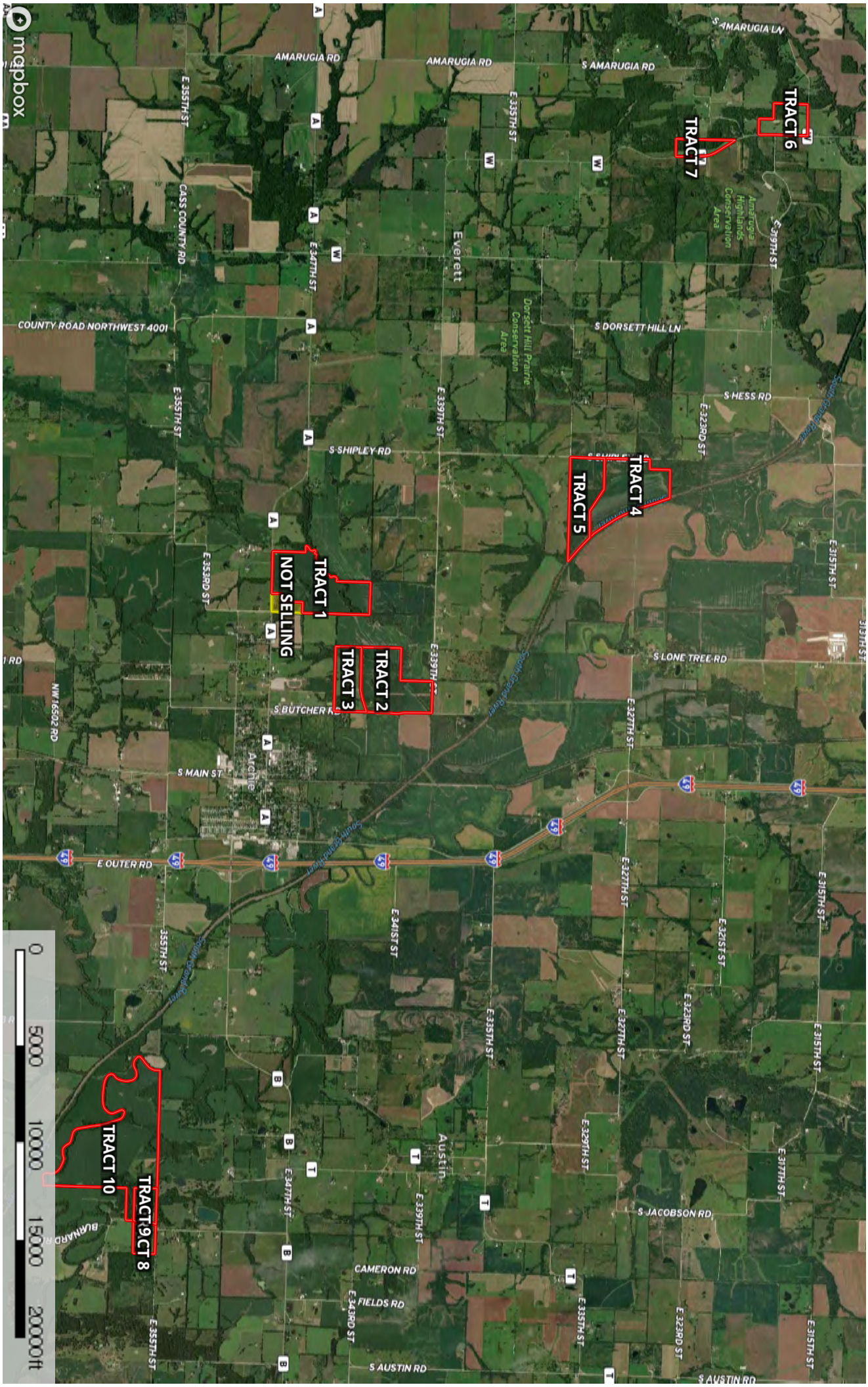
**OUTSTANDING HUNTING • RIVERFRONT PROPERTY • HOME SITES**

**WARNER LAND TRUST  
ONLINE ONLY  
AUCTION**

1,066 ACRES OFFERED IN 10 TRACTS

**ONLINE BIDDING ENDS:  
DECEMBER 10th at 6:00 PM CT**

**BIDHERITAGE.COM**



 TRACT 9  NOT SELLING

Shawn Terrel  
 P: 8164206237  
 sterrel@unitedcountry.com  
 2820 NW Barry Rd.

 The information contained herein was obtained from sources deemed to be reliable. MapRight Services makes no warranties or guarantees as to the completeness or accuracy thereof.

## Online Auction Bidders Agreement

THIS IS A LEGALLY BINDING DOCUMENT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH HEREIN, PLEASE CONSULT AN ATTORNEY PRIOR TO SIGNING.

I \_\_\_\_\_ (Buyer) agree to immediately enter into a Purchase Contract if I am declared the high bidder (winning bidder) by the auctioneer during the following auction:

**1,066 +/- acres of land in Cass County, MO (Full legal descriptions TBD by Title Company).**

### **All are in Cass County, Missouri:**

- **TRACT #1:** 163+/- acres of mostly row crop land with road frontage on Highway A (Sections 29, 30, 31 & 32, T43N, R31W)
- **TRACT #2:** 131+/- acres of row crop and timber on S Butcher Rd. & E 339th St. (S 29, T 43N, R 31W)
- **TRACT #3:** 65 +/- acres pasture on S Butcher Rd. (S 29, T 43N, R13W)
- **TRACT #4:** 138 +/- acres row crop with timber between S Shipley Rd. and the South Grand River (S 18, T 43N, R 31W)
- **TRACT #5:** 94 +/- acres timber with row crop between S Shipley Rd and the South Grand River (S 18, T 43N, R 31W)
- **TRACT #6:** 52 +/- acres pasture with timber on E 317th St. and Highway W overlooking Amarugia Highlands Conservation Area (S 10, T 43N, R 32W)
- **TRACT #7:** 33 +/- acres timber with grass on Highway W overlooking Amarugia Highlands Conservation Area (S 10 & 15, T 43N, R 32W)
- **TRACT #8:** 25 +/- acres hay/grass SE corner of S Barnard Rd and E 355th St (S 1, T 42N, R 31W)
- **TRACT #9:** 29 +/- acres timber and grass west side of S Barnard Rd (S 1, T 42N, R 31W)
- **TRACT #10:** 336 +/- acres row crop, grass and timber with access from S Barnard Road (Sections 1, 2, 11 & 12, T 42N, R 31W)

### **Bidding Open & Close Dates/Times:**

- Online Bidding Opens on Monday, October 26th , 2020 at 6:00pm CT
- Online Bidding Closes on Thursday, December 10th, 2020 at 6:00pm CT

By signing below, I agree that I have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

**I fully understand and agree that an Online Auction Bidders Agreement MUST be signed and returned to the auction company, prior to being allowed to bid in the Online Auction. As a bidder, it is solely my responsibility to contact the auction company at (877) 318-0438 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.**

## Online Auction Terms & Conditions

- 1) **Seller's Confirmation:** The property is being offered in an Online Only Auction, with all bids being subject to approval by Seller.
- 2) **Auction Bidding Registration:** Online bidder hereby acknowledges that they must be properly registered for the online auction by completing and signing the (Online Auction Bidders Agreement), which will be sent by email via DocuSign. Upon completing this registration form and receiving approval, bidding privileges will be turned on. If you need assistance with registration, you may **contact Lucinda Terrel at (816) 420-6257 or by email at [Lucinda@BuyHeritage.com](mailto:Lucinda@BuyHeritage.com)**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.

- 3) **Bidding Opens/Closes:** The Online Only Auction (i.e. Internet Auction) bidding shall be opened and begin closing on the dates and times stated above.
- 4) **Property Preview:** The property can be previewed by contacting the auction company at (877) 318-0438. Property previews are encouraged prior to placing a bid in the auction. There may be cattle in the pasture, so please keep all the gates closed while inspecting. Please do not drive on crops that may be present. Direct all questions to the auction company, see website for preview dates when staff will be onsite.
- 5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. By placing a bid in this auction, bidders are making a "cash offer" to purchase the property and financing is NOT a contingency in the purchase agreement.
- 6) **Buyer's Premium:** A **Five Percent (5%)** Buyer's Premium shall be added to the final bid price placed online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property.
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into a Contract to Purchase the property immediately upon being notified of the Seller's acceptance of their winning bid. Upon the close of the auction the winning bidder will be forwarded via email the Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by the Auction Company (**Heritage Brokers & Auctioneers**) within 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be (hand delivered, faxed, or scanned and emailed). A copy of the Auction Real Estate Sales Contract is available for review online prior to placing any bids in the auction.
- 8) **Down Payment/Earnest Deposit:** A non-refundable down payment of **Ten Percent (10%)** of the total contract purchase price will be wire transferred or hand delivered in the form of certified funds to the Title Company no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or by **January 11th, 2021**. Closing shall take place at **Coffelt Land Title, Inc., 401 S. Lexington St., PO Box 208, Harrisonville, MO 64701**. Closing Agent is **Janelle Vergouven** and their phone number is **816-380-3441**, email is **hvclosings@coffeltlandtitle.com**. Out of state buyers will be afforded the opportunity to close via email, mail and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements filed of record.
- 11) **Minerals:** All mineral rights owned by sellers (if any) shall transfer with the surface.
- 12) **Survey:** In the event any purchased tract requires a survey to determine the legal description, the cost of the survey will be paid by the Seller. If the same buyer or entity purchases two (2) adjoining tracts and no interior survey is required to separate said tracts, then any additional survey desired by the buyer will be at the buyer's sole discretion and cost.
- 13) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title at closing, subject to the existing agricultural leases, as follows:
- Possession of the cropland will be given upon completion of harvest of the existing 2020 corn and soybean crops. Tenant farmer is interested in continuing to farm for the new owner, if interested.
  - Possession of the pasture land will be given upon expiration of the current hay and grazing lease which expires on March 21<sup>st</sup>, 2021. The tracts affected by the current pasture/hay lease are (tracts 3, 6, 7, 8, 9).
- 14) **Title:** Seller shall provide a Preliminary Title Commitment for the property being sold. Buyer shall pay for the issuance of the Title Policy for the property being sold and transferred. Seller shall execute a Trustee's Special Warranty Deed conveying the property to the buyer(s).

- 15) **Taxes:** Seller shall pay any previous years taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 16) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Heritage Brokers & Auctioneers, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount, if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 17) **Soft Close:** If a bid is received within the last 3 minutes of the auction, the auction close time will automatically extend 3 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 18) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).
- 19) **Pre-Auction Offers:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all of the auction terms and conditions, and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Buyer's Broker Fee of (2%) is offered on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.



**Heritage Brokers  
& Auctioneers**

FRANCHISE DISCLOSURE ADDENDUM

SELLER: \_\_\_\_\_

BUYER: \_\_\_\_\_

PROPERTY: \_\_\_\_\_

Heritage Brokers & Auctioneers is a franchisee of United Country Real Estate, LLC. Each United Country Real Estate, LLC office is independently owned and operated. The Brokerage is solely responsible for its debts, liabilities, acts, errors or omissions. United Country Real Estate, LLC is not responsible for the debts, liabilities, acts, errors or omissions of the independent real estate brokerage, herein referred to as Heritage Brokers & Auctioneers.

Seller: \_\_\_\_\_

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

# MISSOURI BROKER DISCLOSURE FORM



This disclosure is to enable you, a prospective buyer, seller, tenant or landlord of real estate, to make an informed choice BEFORE working with a real estate licensee.

Missouri law allows licensees to work for the interest of one or both of the parties to the transaction. The law also allows the licensee to work in a neutral position. How the licensee works depends on the type of brokerage service agreements involved. Since the sale or lease of real estate can involve several licensees it is important that you understand what options are available to you regarding representation and to understand the relationships among the parties to any transaction in which you are involved.

Missouri laws require that if you want representation, you must enter into a written agreement. This may or may not require you to pay a commission. You do not need to enter into a written agreement with a transaction broker unless you intend to compensate this licensee. These agreements vary and you may also want to consider an exclusive or nonexclusive type of relationship.

If you choose not to be represented by an agent, the licensee working with you may be working for the other party to the transaction.

## CHOICES AVAILABLE TO YOU IN MISSOURI

### **Seller's or Landlord's Limited Agent**

Duty to perform the terms of the written agreement made with the seller or landlord, ***to exercise reasonable skill and care for the seller or landlord, and to promote the interests of the seller or landlord*** with the utmost good faith, loyalty and fidelity in the sale, lease, or management of property.

Information given by the buyer/tenant to a licensee acting as a Seller's or Landlord's Limited Agent will be disclosed to the seller/landlord.

### **Buyer's or Tenant's Limited Agent**

Duty to perform the terms of the written agreement made with the buyer or tenant, ***to exercise reasonable skill and care for the buyer or tenant and to promote the interests of the buyer or tenant*** with the utmost good faith, loyalty and fidelity in the purchase or lease of property.

Information given by the seller/landlord to a licensee acting as a Buyer's or Tenant's Limited Agent will be disclosed to the buyer/tenant.

### **Sub-Agent (Agent of the Agent)**

Owes the same obligations and responsibilities as the Seller's or Landlord's Limited Agent, or Buyer's or Tenant's Limited Agent.

### **Disclosed Dual Agent**

With the written consent of all parties, represents both the seller and the buyer or the landlord and the tenant.

***A Disclosed Dual Agent may disclose any information to either party that the licensee gains that is material to the transaction.***

A dual agent may not disclose information that is considered confidential, such as:

- Buyer/Tenant will pay more than the purchase price or lease rate
- Seller/Landlord will accept less than the asking price or lease rate

- Either party will agree to financing terms other than those offered
- Motivating factors for any person buying, selling or leasing the property
- Terms of any prior offers or counter offers made by any party.

## Designated Agent

Acts as your specific agent, whether you are a buyer or tenant, or seller or landlord. When the broker makes this appointment, the other real estate licensees in the company do not represent you.

There are two exceptions with both resulting in dual agency or transaction brokerage:

1. The agent representing you as a buyer or tenant is also the agent who listed the property you may want to buy or lease.
2. The supervising broker of two designated agents becomes involved in the transaction.

## Transaction Broker

Does not represent either party, therefore, does not advocate the interest of either party.

A transaction broker is responsible for performing the following:

- Protect the confidences of both parties
- Exercise reasonable skill and care
- Present all written offers in a timely manner
- Keep the parties fully informed
- Account for all money and property received
- Assist the parties in complying with the terms and conditions of the contract
- Disclose to each party of the transaction any adverse material facts known by the licensee
- Suggest that the parties obtain expert advice.

A transaction broker shall not disclose:

- Buyer/Tenant will pay more than the purchase or lease price
- Seller/Landlord will accept less than the asking or lease price
- Motivating factors of the parties
- Seller/Buyer will accept financing terms other than those offered.

A transaction broker has no duty to:

- Conduct an independent inspection of, or discover any defects in, the property for the benefit of either party
- Conduct an independent investigation of the buyer's financial condition.

## Other Agency Relationships

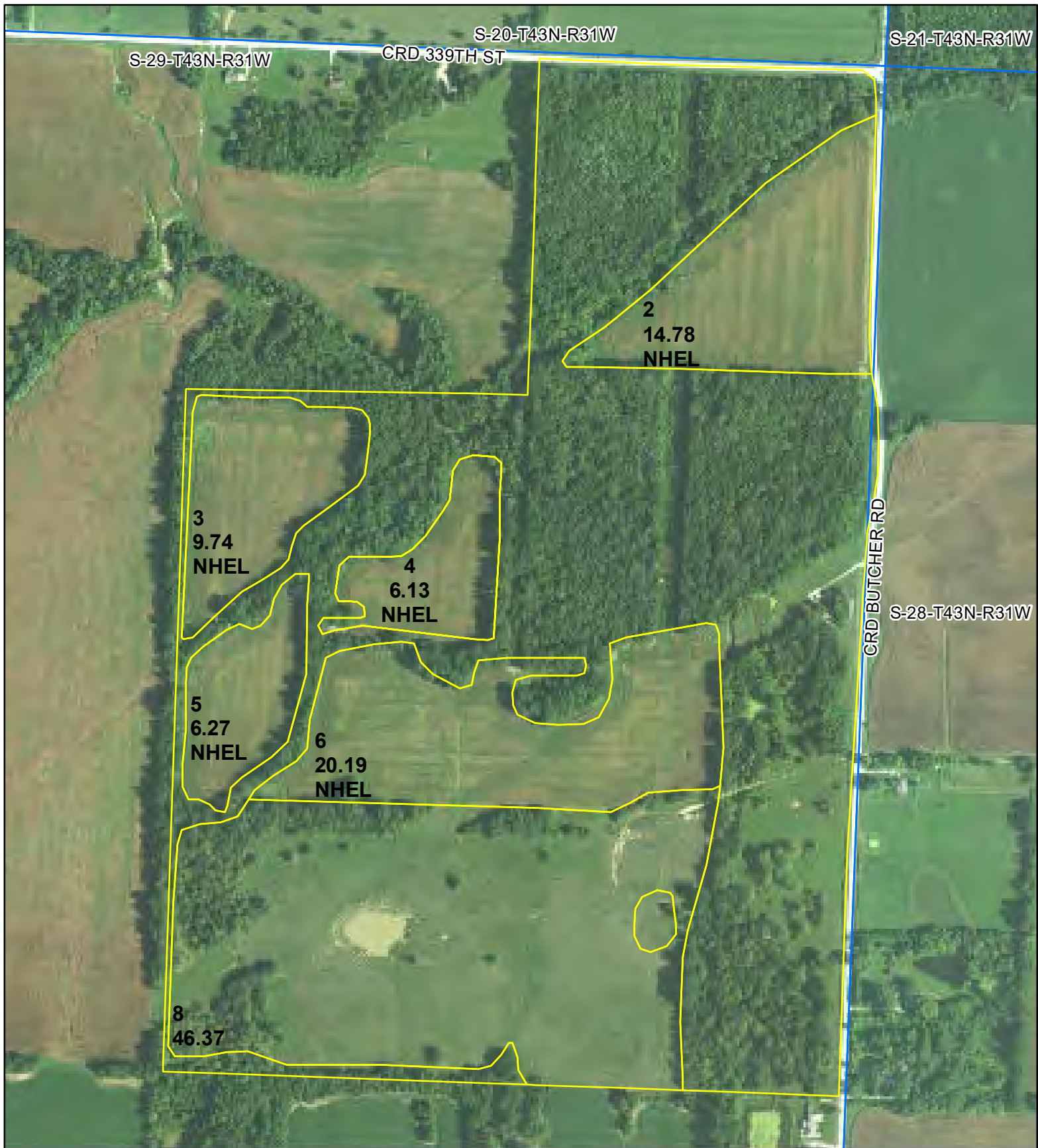
Missouri law does not prohibit written agency agreements which provide for duties exceeding that of a limited agent described in this pamphlet.

This brokerage authorizes the following relationships:

- Seller's Limited Agent
- Landlord's Limited Agent
- Buyer's Limited Agent
- Tenant's Limited Agent
- Sub-Agent
- Disclosed Dual Agent
- Designated Agent
- Transaction Broker
- Other Agency Relationship

Broker or Entity Name and Address

**Heritage Brokers & Auctioneers**  
**2820 NW Barry Road**  
**Kansas City, MO 64154**



**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.

**Cass Co. FSA**

W= WHEAT-SRW-GR  
 C=CORN-YEL-GRN  
 M=GRAIN SORGHUM-GRS-GR  
 SB=SOYBEANS-COM-GR  
 H=MIXED FORAGE-LGM-FG  
 P=MIXED FORAGE-LGM-GZ  
 ALL LAND IS CONSIDERED NON-IRRIGATED  
 \*Unless notated on Map

1 inch equals 491 feet



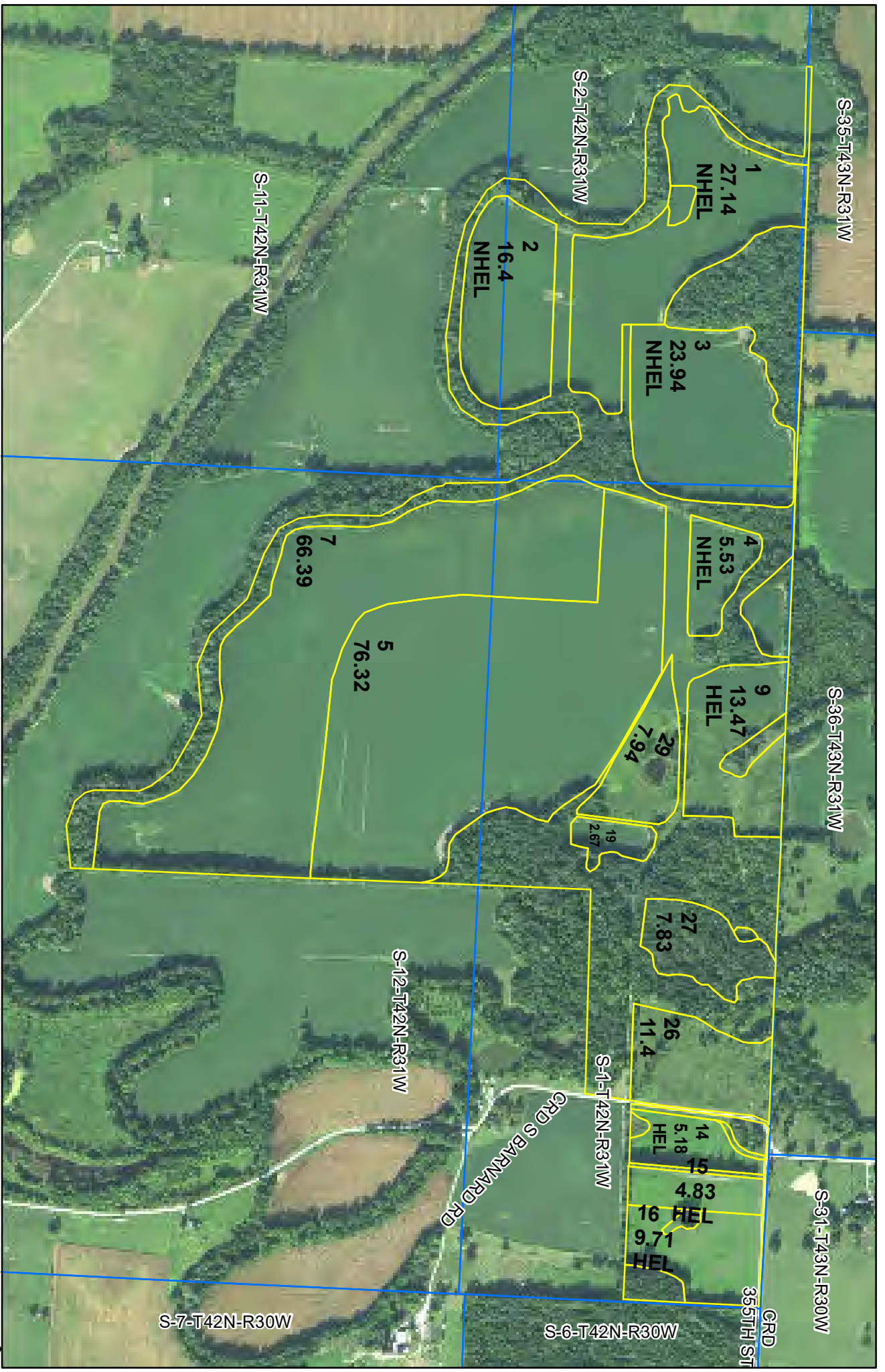
**Program Year: 2020**

Created: 9/25/2020

Flown: 2018-08-28

- clu
- crp
- plss

**Farm 6655  
Tract 3779**



**Farm 6655**  
**Tract 28500**

- crp
- clu
- plss

W= WHEAT-SRW-GR  
 C=CORN-YEL-GRN  
 M=GRAIN SORGHUM-GRS-GR  
 SB=SOYBEANS-COM-GR  
 H=MIXED FORAGE-LGM-FG  
 P=MIXED FORAGE-LGM-GZ  
 ALL LAND IS CONSIDERED NON-IRRIGATED  
 \*Unless notated on Map

**Cass Co. FSA**

1 inch equals 828 feet

**Wetland Determination Identifiers**

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions



**Program Year: 2020**

Created: 9/25/2020

Flow n: 2018-08-28

**All Measurements are For FSA Programs Only**

**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.

S-18-T43N-R31W



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.

**Cass Co. FSA**

W= WHEAT-SRW-GR  
 C=CORN-YEL-GRN  
 M=GRAIN SORGHUM-GRS-GR  
 SB=SOYBEANS-COM-GR  
 H=MIXED FORAGE-LGM-FG  
 P=MIXED FORAGE-LGM-GZ  
 ALL LAND IS CONSIDERED NON-IRRIGATED  
 \*Unless notated on Map

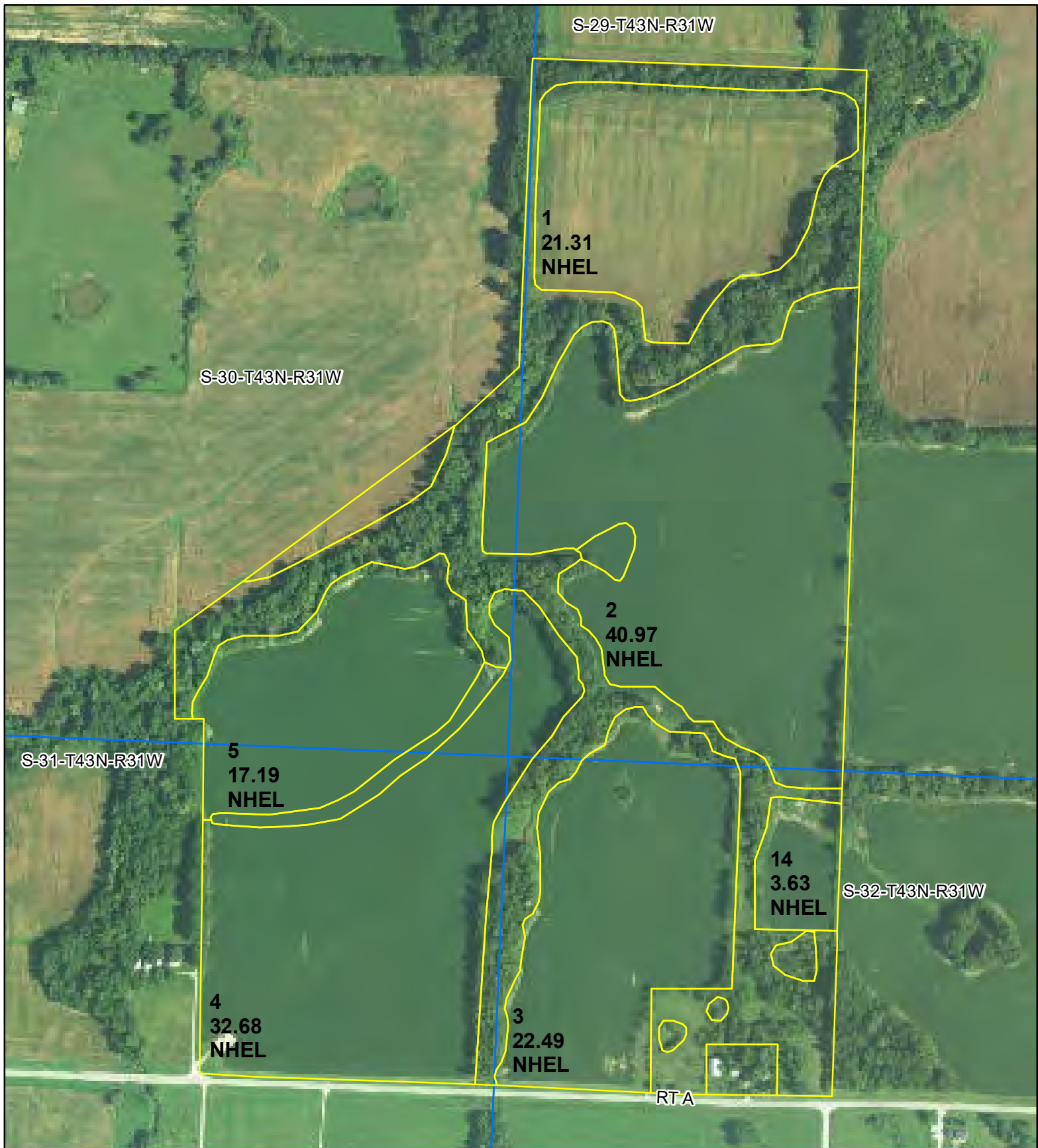
1 inch equals 586 feet

**Program Year: 2020**  
 Created: 9/25/2020  
 Flown: 2018-08-28

- clu
- crp
- plss

**Farm 6655  
Tract 28502**





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.

**Cass Co. FSA**

W= WHEAT-SRW-GR  
 C=CORN-YEL-GRN  
 M=GRAIN SORGHUM-GRS-GR  
 SB=SOYBEANS-COM-GR  
 H=MIXED FORAGE-LGM-FG  
 P=MIXED FORAGE-LGM-GZ  
 ALL LAND IS CONSIDERED NON-IRRIGATED  
 \*Unless notated on Map

1 inch equals 496 feet

**Program Year: 2020**

Created: 9/25/2020

Flown: 2018-08-28

- clu
- crp
- plss

**Farm 6655  
Tract 28528**



S-10-T43N-R32W

GRD FISHER RD

S-15-T43N-R32W

RTW

1  
12.48  
HEL

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.

**Cass Co. FSA**

W= WHEAT-SRW-GR  
 C=CORN-YEL-GRN  
 M=GRAIN SORGHUM-GRS-GR  
 SB=SOYBEANS-COM-GR  
 H=MIXED FORAGE-LGM-FG  
 P=MIXED FORAGE-LGM-GZ  
 ALL LAND IS CONSIDERED NON-IRRIGATED  
 \*Unless notated on Map

1 inch equals 294 feet

**Program Year: 2020**

Created: 9/25/2020

Flown: 2018-08-28

- clu
- crp
- plss

**Farm 6655  
Tract 28529**



S-3-T43N-R32W

S-10-T43N-R32W

1  
26.88  
HEL

3  
11.6

2  
26.91

CRD  
AMARUGIA LN

CRD 317TH ST

RTW

CRD 319TH ST

**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.

**Cass Co. FSA**

W= WHEAT-SRW-GR  
 C=CORN-YEL-GRN  
 M=GRAIN SORGHUM-GRS-GR  
 SB=SOYBEANS-COM-GR  
 H=MIXED FORAGE-LGM-FG  
 P=MIXED FORAGE-LGM-GZ  
 ALL LAND IS CONSIDERED NON-IRRIGATED  
 \*Unless notated on Map

1 inch equals 408 feet



**Program Year: 2020**

Created: 9/25/2020

Flown: 2018-08-28

- clu
- crp
- plss

**Farm 6655  
Tract 28770**

Missouri  
 Cass  
 Report ID: FSA-156EZ

U.S. Department of Agriculture  
 Farm Service Agency  
 Abbreviated 156 Farm Record

FARM: 6655  
 Prepared: 10/1/20 3:24 PM  
 Crop Year: 2021  
 Page: 1 of 5

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Operator Name: STUTZMAN, VERN ELDON  
 Farm Identifier:  
 Recon Number: 2008 - 119

Farms Associated with Operator:  
 194, 457, 465, 603, 4132, 5044, 6217, 6857, 6938, 7743, 8545

ARC/PLC G//F Eligibility: Eligible

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
1127.88	736.71	736.71	0.0	0.0	0.0	0.0	0.0	Active	6
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP					
0.0	0.0	736.71	32.8	0.0					

ARC/PLC						
PLC	ARC-CO	ARC-IC	PLC-Default	ARC-CO-Default	ARC-IC-Default	
WHEAT, CORN, SORGH	SOYBN	NONE	NONE	NONE	NONE	NONE

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction	HIP
WHEAT	212.7	38	0.00	
CORN	24.8	82	0.00	
GRAIN SORGHUM	93.7	79	0.00	
SOYBEANS	221.8	37	0.00	0
<b>Total Base Acres:</b>	553.0			

Tract Number: 3779 Description I12 S29-T43N-R31W  
 FSA Physical Location: Cass, MO ANSI Physical Location: Cass, MO  
 BIA Range Unit Number:  
 HEL Status: NHEL: no agricultural commodity planted on undetermined fields  
 Wetland Status: Wetland determinations not complete  
 WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
199.53	103.48	103.48	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			
0.0	0.0	103.48	0.0	0.0			

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
GRAIN SORGHUM	46.8	78	0.00
SOYBEANS	8.3	37	0.00

Missouri  
Cass

U.S. Department of Agriculture  
Farm Service Agency

**FARM: 6655**  
Prepared: 10/1/20 3:24 PM  
Crop Year: 2021  
Page: 2 of 5

Report ID: FSA-156EZ

**Abbreviated 156 Farm Record**

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

---

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
<b>Total Base Acres:</b>	55.1		

**Owners:** WILLIAM A WARNER & CLISSIE MAY WARNER LIVING TRUST

**Other Producers:** STUTZMAN, ELDON KYLE WARNER, NATHAN

---

**Tract Number:** 28500 **Description** K13 S1,2-T42N-R31W

**FSA Physical Location :** Cass, MO **ANSI Physical Location:** Cass, MO

**BIA Range Unit Number:**

**HEL Status:** HEL: conservation system is being actively applied

**Wetland Status:** Wetland determinations not complete

**WL Violations:** None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
384.35	278.75	278.75	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			
0.0	0.0	278.75	13.7	0.0			

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	90.7	38	0.00
CORN	10.6	82	0.00
GRAIN SORGHUM	20.0	79	0.00
SOYBEANS	77.9	37	0.00
<b>Total Base Acres:</b>	199.2		

**Owners:** WILLIAM A WARNER & CLISSIE MAY WARNER LIVING TRUST

**Other Producers:** STUTZMAN, ELDON KYLE WARNER, NATHAN

---

Missouri  
Cass

U.S. Department of Agriculture  
Farm Service Agency

**FARM: 6655**  
Prepared: 10/1/20 3:24 PM  
Crop Year: 2021

Report ID: FSA-156EZ

**Abbreviated 156 Farm Record**

Page: 3 of 5

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Tract Number: 28502 Description H11 S18-T43N-R32W

FSA Physical Location : Cass, MO ANSI Physical Location: Cass, MO

BIA Range Unit Number:

HEL Status: HEL: conservation system is being actively applied

Wetland Status: Wetland determinations not complete

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
233.65	138.34	138.34	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			
0.0	0.0	138.34	6.9	0.0			

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	49.2	38	0.00
CORN	5.8	82	0.00
GRAIN SORGHUM	10.9	79	0.00
SOYBEANS	42.5	37	0.00
<b>Total Base Acres:</b>	108.4		

Owners: WILLIAM A WARNER & CLISSIE MAY WARNER LIVING TRUST

Other Producers: STUTZMAN, ELDON KYLE

Tract Number: 28528 Description S29,30,31&32-T43N-R31W

FSA Physical Location : Cass, MO ANSI Physical Location: Cass, MO

BIA Range Unit Number:

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status: Wetland determinations not complete

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
184.02	138.27	138.27	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			
0.0	0.0	138.27	7.8	0.0			

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	49.5	38	0.00
CORN	5.8	82	0.00

Missouri  
Cass

U.S. Department of Agriculture  
Farm Service Agency

**FARM: 6655**  
Prepared: 10/1/20 3:24 PM  
Crop Year: 2021  
Page: 4 of 5

Report ID: FSA-156EZ

**Abbreviated 156 Farm Record**

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

---

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
GRAIN SORGHUM	10.9	79	0.00
SOYBEANS	62.4	37	0.00
<b>Total Base Acres:</b>	128.6		

Owners: WILLIAM A WARNER & CLISSIE MAY WARNER LIVING TRUST

Other Producers: STUTZMAN, ELDON KYLE

WARNER, NATHAN

---

Tract Number: 28529 Description F11 S10-T43N-R32W

FSA Physical Location : Cass, MO

ANSI Physical Location: Cass, MO

BIA Range Unit Number:

HEL Status: HEL Determinations not complete

Wetland Status: Wetland determinations not complete

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
30.18	12.48	12.48	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			
0.0	0.0	12.48	0.6	0.0			

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
SOYBEANS	7.4	37	0.00
<b>Total Base Acres:</b>	7.4		

Owners: WILLIAM A WARNER & CLISSIE MAY WARNER LIVING TRUST

Other Producers: STUTZMAN, ELDON KYLE

WARNER, NATHAN

---

Missouri  
Cass

U.S. Department of Agriculture  
Farm Service Agency

**FARM: 6655**  
Prepared: 10/1/20 3:24 PM  
Crop Year: 2021  
Page: 5 of 5

Report ID: FSA-156EZ

**Abbreviated 156 Farm Record**

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

---

Tract Number: 28770      Description F11 S10-T43N-R32W

FSA Physical Location : Cass, MO      ANSI Physical Location: Cass, MO

BIA Range Unit Number:

HEL Status:    HEL: conservation system is being actively applied

Wetland Status:    Wetland determinations not complete

WL Violations:    None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
96.15	65.39	65.39	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			
0.0	0.0	65.39	3.8	0.0			

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	23.3	38	0.00
CORN	2.6	82	0.00
GRAIN SORGHUM	5.1	79	0.00
SOYBEANS	23.3	37	0.00
<b>Total Base Acres:</b>	54.3		

Owners: WILLIAM A WARNER & CLISSIE MAY WARNER LIVING TRUST

Other Producers: STUTZMAN, ELDON KYLE

WARNER, NATHAN

---

**AUCTION REAL ESTATE SALES CONTRACT**

THIS CONTRACT, made this the \_\_\_ day of \_\_\_\_\_ 2020, by and between \_\_\_\_\_  
\_\_\_\_\_ (“Seller”) whose address is \_\_\_\_\_ and  
\_\_\_\_\_ (“Buyer”)  
whose address is \_\_\_\_\_.

**1. AGREEMENT TO PURCHASE.** In consideration of the sum as identified in Paragraph 2 below, the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Buyer, by (~~Trustee’s Special Warranty Deed~~), and Buyer agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the real property identified as \_\_\_\_\_ and described as follows:

Legal Description:

**2. High Bid Price** ..... \$ \_\_\_\_\_

**5.00 % Buyer’s Premium** ..... \$ \_\_\_\_\_

**Total Purchase Price** ..... \$ \_\_\_\_\_

**Non-Refundable Down Payment/Deposit** ..... \$ \_\_\_\_\_

In U.S. Funds, based on 10% of the Total Purchase Price, to be held in an non-interest bearing escrow account by Closing Agent.

**Balance of Purchase Price** ..... \$ \_\_\_\_\_

In U.S. Funds, due at Closing, not including Buyer’s Closing Costs or financing costs, prepaids or prorations, in immediately available cash or by confirmed wire transfer.

**3. CLOSING.** Closing shall take place with **Coffelt Land Title Company** (“Closing Agent”), whose address is **401 S. Lexington St., Harrisonville, MO 64701** on or before **Monday, January 11<sup>th</sup>, 2021** (the “Closing Date”). The contact person is **Janelle Vergouven** phone: **(816)380-3441** email: **hvclosings@coffeltlandtitle.com**. At Closing, Seller shall deliver to Buyer a **Trustee’s Special Warranty Deed** (the “Deed”), which shall convey fee simple title to the Property to Buyer without any warranties, including, without limitation, habitability or fitness for a particular purpose, and an Assignment and Assumption of Leases which shall assign any leases of the Property to Buyer; and Buyer shall pay, or cause to be paid, Seller the Total Purchase Price and shall execute and deliver to any tenant of the Property an acknowledgement of receipt of its security deposit in form required by applicable law. Seller and Buyer shall also execute and deliver any notices, statements, certificates, affidavits, releases or other documents required by this Contract, the Title Commitment (as hereinafter defined) or applicable law. Possession of the Property shall be delivered at Closing, subject to those matters contained in the Deed, Title Commitment and this Contract. Time is of the essence in this Contract.

**4. TAXES AND OTHER PRORATIONS.** The current year’s Property Taxes shall be prorated between Seller and Buyer at Closing based upon the amount of taxes for the prior year. All unpaid taxes for prior years, if any, shall be the responsibility of Seller. Buyer shall assume the payment of taxes for the year of Closing and

all subsequent years. Buyer shall pay all taxes for the year of Closing on or before December 31, 2021 and shall deliver Seller a copy of the tax receipts evidencing payment thereof within ten (10) days after payment. In addition, all rents, operating expenses and utilities shall be prorated between Seller and Buyer as of the Closing Date and Seller shall pay to Buyer any tenant security deposits and Buyer shall pay to Seller any prepaid security deposits paid by Seller for utilities or other items. This Paragraph 4 shall expressly survive the Closing.

5. **CLOSING COSTS.**

(a) **Seller's Costs.** At Closing, Seller shall pay the fees for preparation of the Deed and the title commitment, (50%) of the closing agents closing fee, and all costs relating to tax certificates and overnight courier fees and messenger charges on behalf of the Seller. Seller shall also pay for any survey cost needed, but limited to providing a complete legal description.

(b) **Buyer's Costs.** At Closing, Buyer shall pay for the issuance of the Title Policy (as hereinafter defined), the recording costs of the Deed, overnight courier fees and messenger charges on behalf of the Buyer, escrow fees (if any), (50%) of the closing agent's closing fees, and all additional sale or closing fees.

6. **TERMS.** This is a cash sale with Ten Percent (10%) down payment, with the balance due at Closing on or before **Monday, January 11<sup>th</sup>, 2021**. This sale is not contingent upon financing or due diligence. BUYER ACKNOWLEDGES AND AGREES THAT BUYER'S OBLIGATIONS UNDER THIS CONTRACT ARE NOT CONTINGENT UPON BUYER OBTAINING A LOAN FROM ANY LENDER. ACCORDINGLY, BUYER SHALL BE OBLIGATED TO PERFORM ITS OBLIGATIONS UNDER THIS CONTRACT WHETHER OR NOT BUYER CAN OBTAIN A LOAN TO FINANCE THE PURCHASE OF THE PROPERTY.

7. **DOWN PAYMENT/ DEPOSIT AND CLOSING AGENT.** Buyer and Seller hereby acknowledge and agree that Closing Agent shall hold and deliver the Down Payment/Deposit, in accordance with the terms and conditions of this Contract, and that Closing Agent shall be relieved of all liability and held harmless by both Seller and Buyer in the event Closing Agent makes a disbursement of the Down Payment/Deposit in accordance with the terms and provisions of this Contract. Closing Agent shall be relieved from any responsibility or liability and held harmless by both Seller and Buyer in connection with the discharge of any Closing Agent's duties hereunder provided that Closing Agent exercises ordinary and reasonable care in the discharge of said duties. Both parties understand that the Buyer's Down Payment/Deposit is non-refundable unless the Seller fails to close this transaction.

8. **DISCLAIMER OF WARRANTIES ("AS-IS" CONVEYANCE)**

(a) Buyer warrants and acknowledges to and agrees with Seller, and United Country - Heritage Brokers & Auctioneers ("Auctioneer") that Buyer is purchasing the Property in an "As-Is, Where Is" condition "WITH ALL FAULTS" and specifically and expressly without any warranties, representations or guarantees, either expressed or implied, of any kind, nature, or type whatsoever, from or on behalf of the Seller and Auctioneer.

(b) Buyer acknowledges to and agrees with Seller and Auctioneer that with respect to the Property, Seller and Auctioneer have not, do not, and will not make any warranties or representations, expressed or implied, or arising by operation of law, including, but in no way limited to, any warranty as to the value, physical condition, square footage, environmental condition, zoning, good repair, operability, habitability, tenantability, suitability, merchantability, profitability, marketability, past or present compliance with any rules, regulations, covenants or restrictions, development potential or fitness for a particular use or purpose of the property.

(c) Buyer acknowledges that it is Buyer's responsibility to make such legal, factual and other inquiries and investigations, as Buyer deems necessary with respect to the Property. Buyer acknowledges that Buyer has executed this Contract based solely on its own independent due diligence investigations and findings, and not in reliance on any information provided by SELLER OR AUCTIONEER or their affiliates, agents, officers, employees or representatives. Buyer acknowledges that Buyer has not relied, and is not relying upon information, document, sales brochures or other literature, maps or sketches, projection, pro forma, statement, representation, guarantee or warranty (whether expressed or implied, oral or written, material or immaterial) that may have been given or made by or on behalf of the Seller or Auctioneer.

(d) Buyer shall look only to Seller, and not to Auctioneer, as to all matters regarding this Contract and the Property. The Auctioneer shall not be responsible or liable in any way if the Seller fails or refuses to or cannot close this transaction.

(e) Without in any way limiting the generality of the preceding subparagraphs (a) through (d), Buyer specifically acknowledges and agrees that Buyer hereby waives, releases and discharges any claim it has, might have had, or may have against Seller and Auctioneer with respect to the condition of the Property, either patent or latent.

9. **PROPERTY INSPECTION.** It is the Buyer's sole responsibility to perform all inspections (physical, legal, economic, environmental, archeological or otherwise) on the Property and to be satisfied as to its condition prior to making an offer on the Property; review all property information and due diligence materials; independently verify any information Buyer deems important including information available in public records; and inquire of public officials as to the applicability of and compliance with land use and environmental laws building ordinances, zoning, health & safety codes, and any other local, state or federal laws and regulations.

Buyer is responsible for the costs of all inspections, surveys, engineering reports, environmental studies, including, but not limited to, lead-based paint tests, or for any other work performed at Buyer's request and Buyer shall pay for any damage which occurs to the Property or to any person as a result of such activities. Buyer shall not permit any claims or liens of any kind against the Property for inspections, surveys, engineering reports, or for any other work performed on the Property at Buyer's request. Buyer agrees to indemnify, protect and hold Seller and Auctioneer harmless against any liability, damage, cost or expense incurred, directly or indirectly, by Seller, as result of Buyer's inspection, examination, or survey of the Property, either prior to, on or after the date hereof. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this section, including Seller's reasonable attorney's fees. Buyer agrees to repair any damage caused by such inspections and to restore the Property to its condition prior to the inspection. This Paragraph 9 shall expressly survive the Closing and any termination of this Contract.

10. **TITLE.** Buyer hereby acknowledges receipt of a title commitment (the "Title Commitment") issued by the Closing Agent as agent for **Old Republic Title Insurance Company** (the "Title Insurer"). Buyer hereby agrees to accept title to the Property subject to (i) all standard exclusions and printed exceptions set forth in the Title Commitment, including all matters that would be disclosed by a current and accurate survey of the Property; (ii) liens for taxes not yet due and payable; (iii) easements for public utilities affecting the Property; (iv) all other easements or claims to easements, covenants, restrictions and rights-of-way affecting the Property; (v) rights and claims of parties in possession; and (vi) all title exceptions referenced in Schedule B of the Title Commitment (the foregoing title matters are herein referred to as the "Permitted Title Exceptions"). Any applicable zoning ordinances, other land use laws and regulations, together with taxes for the current year and those matters, if any, which are waived by Buyer pursuant to this Paragraph 10, shall also be deemed Permitted Title Exceptions. At or prior to Closing, Seller shall satisfy all requirements on Schedule C which are the responsibility of Seller and Buyer shall satisfy all requirements on Schedule C which are the responsibility of Buyer. At Closing, Seller shall cause the Title Insurer to issue and deliver to Buyer an owner's policy of title insurance (the "Title Policy"), insuring Buyer's fee simple estate in the Property in the amount of the Total Purchase Price, subject to the Permitted Title Exceptions.

Buyer also acknowledges and agrees that:

- a. Maps and depictions included in the marketing material for the auction are for illustration purposes only and neither Seller, nor Auctioneer warrants or guarantees any of these materials or other information to be accurate or complete.
- b. Any fencing situated on the Property is not necessarily an indication of the Property boundary.
- c. Buyer shall be responsible for its own due diligence regarding the availability and/or accessibility of any utilities or the suitability for building on the Property. In addition, the Buyer shall be responsible for

obtaining any and all permits for installation of utilities, wells, septic systems, and/or any costs related to such installation. Permits, tanks, meters, lines, and any other applicable fees shall be at the Buyer's expense.

d. Only the fixtures, machinery and equipment currently attached to or located upon the Property will be conveyed to Buyer.

e. The Property is selling subject to restrictive covenants and easements as shown in the Title Commitment and the Survey.

11. **FIXTURES AND PERSONAL PROPERTY.** Only the fixtures, machinery and equipment currently attached to or located upon the Property at the time of closing will be conveyed to Buyer and no other personal property will be conveyed with the Property.

12. **TITLE DEFECTS.** If the Title Commitment reveals a defect in title which is not one of the Permitted Title Exceptions, or if prior to the Closing a new defect in title is disclosed by an updated endorsement to the Title Commitment, which defect is not one of the Permitted Title Exceptions, prior to Closing Date, Buyer may either waive such defect or give written notice to Seller and Closing Agent no later than five (5) days from the date of discovery of such defect in title, whereupon Seller may, at its option, attempt to cure such defect prior to Closing or decline to cure such defect. If Seller is unable or unwilling to cure, on or before the Closing Date, any defect as to which Buyer has notified Seller as herein provided and if Buyer does not waive such defect on or prior to the Closing Date by written notice to Seller, this Contract shall be terminated without liability to either party and the Down Payment/Deposit shall be returned to the Buyer. Seller shall have the right, at its sole election, to extend the Closing Date by not more than Sixty (60) Days to attempt to cure any such defect in title.

13. **BROKER AGENCY.**

(a) **Brokerage.** Buyer warrants and represents that Buyer  is or  is not represented by a Buyer's Broker in this transaction. If Buyer is represented by a Buyer's Broker, the Buyer's Broker's name is: \_\_\_\_\_ . The Buyer's Broker must perform all of the requirements in the Buyer Broker Incentive Program as provided by the Auctioneer. Failure to properly submit a pre-auction purchase offer or comply with the provisions of the Buyer Broker Incentive Program will disqualify the Buyer Broker from receiving any commission from the transaction.

(b) **Agency Disclosure.** Auctioneer has acted as agent for Seller in this transaction and is to be paid a commission by Seller pursuant to a separate written listing agreement between Seller and Auctioneer.

14. **BREACH OF CONTRACT BY SELLER.** If Seller defaults in the performance of any of its obligations pursuant to this Contract, and Closing fails to occur by reason thereof, Buyer, as its sole remedy, may terminate this Contract and receive the Down Payment/Deposit, or waive the default and proceed to Closing. In no event shall Seller or Auctioneer be liable for any damages including special, incidental or consequential damages, or economic loss and/or attorney fees.

15. **BREACH OF CONTRACT BY BUYER.** In the event the purchase and sale contemplated in this Contract is not consummated as a result of Buyer's default, Buyer's Down Payment/Deposit shall be forfeited to Seller, and Seller shall have all rights as allowed by law to file for damages, specific performance or cancellation of this transaction, with Buyer to be responsible for all costs of suit, including attorney's fees and court costs.

In addition, in the event that Seller is unable to collect on any check delivered by Buyer to Seller or Closing Agent, then, at Seller's option, without notice, this Contract may be terminated immediately and any Down Payment/ Deposit held by Seller or Closing Agent shall be paid to Seller, and Seller may pursue any rights and remedies available at law or in equity.

16. **CASUALTY.** Except as herein provided, all risk of loss with respect to damage to the Property shall be borne by Seller until the Closing; thereafter all risk of loss shall be borne by Buyer. In the event that the Property is, in the opinion of Seller, significantly damaged or is destroyed by fire or other casualty or hazard prior to Closing, Seller shall have the option to restore the Property to its pre-casualty condition or to cancel this Contract and Buyer's Down Payment/ Deposit shall be returned as a complete and final settlement to Buyer of all Seller's obligations hereunder. Should Seller desire to restore the Property to its pre-casualty condition, Seller shall so notify Buyer and thereafter have 120 days to complete such restoration, with the Closing Date to be postponed accordingly.

17. **NOTICES.** All notices under this Contract shall be deemed delivered when personally delivered or mailed postage prepaid, certified or registered mail, return receipt requested, or when delivered by a courier service to the addresses of the parties set forth in the preamble of this Contract. Either party may change its address for notice purposes by giving written notice thereof to the other party in accordance with the terms hereof. A copy of all notices given hereunder shall be delivered to Auctioneer and Closing Agent.

18. **WAIVER.** No failure or delay on the part of Seller in exercising any right of Seller nor any action on the part of Seller or any course of dealing or partial performance shall be deemed a waiver of any right of Seller set forth herein or a modification of any terms set forth herein.

19. **ENTIRE AGREEMENT; AMENDMENT.** This written Contract and any Exhibits, Schedules and Addenda attached hereto and made a part of this Contract signed by Buyer constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written agreements between the parties with respect to the Property. This Contract may not be amended, altered, modified or discharged except by an instrument in writing signed by the Buyer and Seller.

20. **SEVERABILITY.** The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision set forth herein.

21. **ASSIGNMENT.** Buyer may not assign this Contract or Buyer's rights hereunder without the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion.

22. **BINDING EFFECT.** This Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and permitted assigns.

23. **COUNTERPARTS.** The Contract may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.

24. **ACKNOWLEDGEMENT.** The Buyer certifies that if Buyer is a natural person, he or she is of legal age and has full legal capacity and authority to understand, execute and deliver this Contract on behalf of himself or herself. If Buyer is a domestic or foreign entity (as defined by the Missouri Business Organizations Code), Buyer represents to Seller that the party executing this Contract on behalf of such entity has the authority to execute this Contract on behalf of such entity, and that such entity shall be bound by the terms and conditions contained herein.

25. **ARBITRATION OF DISPUTES.** Any dispute or claim in law or equity between Seller and Buyer directly or indirectly arising out of or relating to this Contract or any resulting transaction (including any dispute regarding whether this arbitration clause is enforceable or applicable) shall be decided by a neutral, binding arbitration and not by court action, except as provided by Missouri law for judicial enforcement or review of arbitration decisions. The arbitration shall be heard by one arbitrator and conducted in Kansas City, Missouri by and in accordance with the Commercial Arbitration Rules of American Arbitration Association or its successor. Arbitration fees, including the fees and expenses of the arbitrator, shall be divided equally among the parties involved, unless awarded to the prevailing party by the arbitrator.

26. **ATTACHMENTS.** The Exhibits, Schedules and Addenda, if any, attached hereto are fully incorporated herein by reference for all purposes.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, as of the day and year first above written.

**SELLER:** \_\_\_\_\_  
Printed: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/St/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**SELLER:** \_\_\_\_\_  
Printed: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/St/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**BUYER:** \_\_\_\_\_  
Printed: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/St/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**BUYER:** \_\_\_\_\_  
Printed: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/St/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

