

AUCTION

PROPERTY INFORMATION



Find Your Freedom[®]

*Bateman Family Farm
Lamar, Barton County, MO*



**Heritage Brokers
& Auctioneers**

TABLE OF CONTENTS

- **Cover Letter**
- **Property Flyer**
- **History of the Bateman Farm**
- **Broker Disclosure Form**
- **Auction Terms and Conditions**
- **Land Property Disclosure**
- **Lead Based Paint Disclosure**
- **Property Tax Card**
- **FSA Information**
- **Commitment For Title Insurance**
- **Sample Purchase Contract**



**Heritage Brokers
& Auctioneers**

WELCOME AUCTION BIDDERS...!

On behalf of United Country | 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 98 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 (for Auctions) and 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 & www.BuyHeritage.com

ONLINE-ONLY AUCTION

BARTON COUNTY, MO

PRODUCTIVE CROPLAND 160 +/- ACRES

BIDDING ENDS: MAY 15 | 6 PM CT



This high-quality farm is located in a desirable and productive crop-farming area of Barton County, Missouri. The Bateman Family farm was first settled 163 years ago and has been owned by the same family since. The farm consists of fertile and very level row crop land. This farm is well known for its production yields, making it a great option to expand existing farming operations or for an investor wanting to add more acres to their portfolio.

FSA INFO:

WHEAT:

55.32± base acres &
53 bushel yield

SOYBEANS:

55.32± base acres &
40 bushel yield

CORN:

89.36± base acres & 164 bushel yield

REGISTER & BID

BidHeritage.HiBid.com



Heritage Brokers
& Auctioneers

877-318-0438

Derek Foland, Land Agent
Shawn Terrel, Auctioneer



See Website for full auction terms & conditions. Franchise office is independently owned and operated.

In 1867, Theodore Bateman rode a horse over sections of land where some of the tallest prairie grew. This farm was solid prairie with no trees. He chose the land where the prairie grass was taller than a man riding a horse. After purchasing the land he broke up the prairie sod with oxen, driving to Horse Creek to split rail for a fence for his stock and to keep the wild animals out. And this was the origins of the Bateman Family Homestead.

Theodore Bateman built a two-room house on this land in the late 1860s. This original two room house is still standing today with more rooms being added as the family grew – and some reductions. Each generation has made a lot of changes during their tenure.

Generations of Batemans have lived on this land for their entire life. Following Theodore was Harvey, then Chester, then Richard. Richard grew up on the farm just as his fathers before him did but in adulthood decided that a life in Kansas City was where he belonged. He inherited the farm from his parents when his mother passed in 2012 and continued to lease the land and home as they did in their final years. With Richard passing in November of 2023 the farm was inherited by Richard's two children. Though they grew up visiting their grandparents on the family farm and have a lot of fond memories, with the passing of Richard they feel that this is the right time for the Bateman Homestead to come to its end in order for it to welcome opportunity for someone new.



Lamar Mo. Bateman home 1889
Theodore - Laura - Harvey - Ethel - Mae - Lou - wife Sarah

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

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 the Real Estate Auction Purchase Contract approved by Seller, if I am declared the high bidder (winning bidder) by the auctioneer during the following auction:

- **344 NE 50th Rd., Lamar, MO 64759**

Legally described as:

THE SOUTHWEST QUARTER (SW/4) OF SECTION 28, TOWNSHIP 33, RANGE 30, BARTON COUNTY, MISSOURI. Full Legal Descriptions to be provided by Title Company

- **Online Bidding Opens on Monday, April 15th, 2024 at 6:00 pm (CT)**
- **Online Bidding Closes on Wednesday, May 15th, 2024 at 6:00 pm (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 United Country| Heritage Brokers & Auctioneers, 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 Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees 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**. 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, subject to the soft close feature as outlined below.
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders and can be conducted at any time, as the property is vacant. The property may also be inspected by scheduling an appointment with the Auction company at (877) 318-0438. **NOTICE (Home):** The home's interior is in very poor condition and deemed not habitable. It will require significant clean-up and repair based on our inspection. Buyers are advised to establish any value they give the home, prior to bidding.
- 5) **Buyer's Premium:** A **Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place 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. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).

- 6) **Cash Offer/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. Financing is NOT a contingency in the purchase agreement. Purchase and sale are conducted in U.S. Funds only.
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Heritage Brokers & Auctioneers** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.
- 8) **Down Payment:** A Ten Percent (10%) non-refundable down payment based on the total contract purchase price (which includes the buyer's premium) 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 **Friday, June 14th, 2024**. Closing shall take place at **Barton County Title Company, 206 West 10th St., Lamar, MO, 64759**. Closer is **Chanel Besendorfer**, email is **closings@bartoncountytile.com**, phone number is **(417) 682-3100**. 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 of record.
- 11) **Minerals:** The seller's share of minerals (if any) will transfer with the surface at closing.
- 12) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 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 farm lease agreement. The current tenant/farmer shall be entitled to harvest a fall 2024 corn crop, and possession of the farmland will be given to the Buyer immediately upon completion of said fall corn harvest. **2024 Income: the Seller's one-third (1/3) share of the 2024 corn crop shall be delivered to the Buyer after completion of the harvest. Buyer shall be responsible for one-third (1/3) share of the expenses for the 2024 fall corn crop. Note: a recent (1/3) expense that Seller paid for the soybean crop was (\$4,582.00).**
- 14) **Title Insurance:** Title Insurance in the full amount of the purchase price will be provided by the seller. Seller shall execute a general 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 Sales:** Seller has instructed the Auctioneer that they do not desire to receive any pre-auction offers. It is their intent to utilize the online auction bidding platform for all bidding (offers) received in this auction event. The property will not be offered for prior sale and will be taken to auction via the online auction bidding platform, as outlined above.



SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM

(Land)

(IF PROPERTY IS IMPROVED, USE IN CONJUNCTION WITH THE APPROPRIATE SELLER'S
DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM)

1 **SELLER (Indicate Marital Status):** The Bateman Family Trust, Sheryl Watson and jamie Applebaum (co-trustees)
2
3
4

5 **LEGAL DESCRIPTION:** (As described in the attached Legal Description/Company Disclosure Addendum, or
6 described below) SW/4 OF Sec. 28-33-30 Barton Co Missouri
7

8
9
10 Approximate date SELLER purchased Property: 11/10/2023 Property is
11 currently zoned as Farm and Residential
12

13 **1. NOTICE TO SELLER.**

14 Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets
15 if space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any
16 material defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in
17 civil liability for damages. This disclosure statement is designed to assist SELLER in making these disclosures.
18 Licensee(s), prospective buyers and buyers will rely on this information.
19

20 **2. NOTICE TO BUYER.**

21 This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not a
22 substitute for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any kind by
23 SELLER or a warranty or representation by the Broker(s) or their licensees.
24

25 **3. WATER SOURCE.**

- 26 a. Is there a water source on or to the Property? Yes No
- 27 Public Private Well Cistern None Other _____
- 28 If well, state type _____ depth _____
- 29 Has water been tested? Yes No
- 30 b. Other water systems and their condition: _____
- 31 c. Is there a water meter on the Property? Yes No
- 32 d. Is there a rural water certificate? Yes No
- 33 e. Other applicable information:

34
35
36 **If any of the answers in this section are "Yes", explain in detail or attach documentation:**
37
38
39

40 **4. GAS/ELECTRIC.**

- 41 a. Is there electric service on the Property? Yes No
- 42 If "Yes", is there a meter? N/A Yes No
- 43 b. Is there gas service on the Property? Yes No
- 44 If "Yes", what is the source? _____
- 45 c. Are you aware of any additional costs to hook up utilities? Yes No
- 46 d. Other applicable information: _____
- 47
48

49 **If any of the answers in this section are "Yes", explain in detail or attach documentation:**
50
51

SELLER SELLER
04/21/24 04/20/24
Outlook-verified Outlook-verified

Initials

Initials
BUYER BUYER

- 52 **5. LAND (SOILS, DRAINAGE AND BOUNDARIES). ARE YOU AWARE OF:**
- 53 a. The Property or any portion thereof being located in a flood zone, wetlands area or proposed
- 54 to be located in such as designated by FEMA which requires flood insurance? Yes No
- 55 b. Any drainage or flood problems on the Property or adjacent properties? Yes No
- 56 c. Any neighbors complaining Property causes drainage problems? Yes No
- 57 d. The Property having had a stake survey? Yes No
- 58 e. Any boundaries of the Property being marked in any way? Yes No
- 59 f. Having an Improvement Location Certificate (ILC) for the Property? Yes No
- 60 g. Any fencing/gates on the Property? Yes No
- 61 If "Yes", does fencing/gates belong to the Property? Yes No
- 62 h. Any encroachments, boundary line disputes, or non-utility
- 63 easements affecting the Property? Yes No
- 64 i. Any expansive soil, fill dirt, sliding, settling, earth movement, upheaval, or earth stability
- 65 problems that have occurred on the Property or in the immediate vicinity? Yes No
- 66 j. Any diseased, dead, or damaged trees or shrubs on the Property? Yes No
- 67 k. Other applicable information: _____

69 **If any of the answers in this section are "Yes" explain in detail or attach all warranty information and**

70 **other documentation:**

71

74 **6. SEWAGE.**

- 75 a. Does the Property have any sewage facilities on or connected to it? Yes No
- 76 If "Yes", are they:
- 77 Public Sewer Private Sewer Septic System Cesspool
- 78 Lagoon Grinder Pump Other _____
- 79 If applicable, when last serviced? _____
- 80 By whom? _____
- 81 Approximate location of septic tank and/or absorption field: _____
- 82 _____
- 83 Has Property had any surface or subsurface soil testing related to installation
- 84 of sewage facility? N/A Yes No
- 85 b. Are you aware of any problems relating to the sewage facilities? Yes No

87 **If any of the answers in this section are "Yes", explain in detail or attach all warranty information and**

88 **other documentation:**

89

92 **7. LEASEHOLD AND TENANT'S RIGHTS, INTERESTS, INCLUDING GAS AND OIL LEASES.**

93 **(Check and complete applicable box(es))**

- 94 a. Are there leasehold interests in the Property? Yes No
- 95 If "Yes", complete the following:
- 96 Lessee is: _____
- 97 Contact number is: _____
- 98 Seller is responsible for: _____
- 99 Lessee is responsible for: _____
- 100 Split or Rent is: _____
- 101 Agreement between Seller and Lessee shall end on or before: _____
- 102 **Copy of Lease is attached.**

04/21/24 04/20/24

SELLER SELLER

Initials

Initials

BUYER BUYER

103 b. Are there tenant's rights in the Property? Yes No

104 If "Yes", complete the following:

105 Tenant/Tenant Farmer is: William Griffith

106 Contact number is: 4176821901

107 Seller is responsible for: 1/3 of crop expenses

108 Tenant/Tenant Farmer is responsible for: 2/3 of crop expenses

109 Split or Rent is: The crops and expenses are split (1/3rd Seller) and (2/3rd Tenant). Agricultural lease expires im

110 Agreement between Seller and Tenant shall end on or before: _____

111 Copy of Agreement is attached.

112 c. Do additional leasehold interests or tenant's rights exist? Yes No

113 If "Yes", explain: _____

114 _____

115 _____

116 **8. MINERAL RIGHTS (unless superseded by local, state or federal laws).**

- 117 Pass unencumbered with the land to the Buyer.
- 118 Remain with the Seller.
- 119 Have been previously assigned as follows: _____
- 120 _____

122 **9. WATER RIGHTS (unless superseded by local, state or federal laws).**

- 123 Pass unencumbered with the land to the Buyer.
- 124 Remain with the Seller.
- 125 Have been previously assigned as follows: _____
- 126 _____

128 **10. CROPS (planted at time of sale).**

- 129 Pass with the land to the Buyer.
- 130 Remain with the Seller.
- 131 Have been previously assigned as follows: The Seller?s (1/3rd share) of the 2024 fall corn crop will transfer to t
- 132 the buyer
- 133 _____

134 **11. GOVERNMENT PROGRAMS.**

- 135 a. Are you currently participating, or do you intend to participate, in any government
- 136 farm program? Yes No
- 137 b. Are you aware of any interest in all or part of the Property that has been reserved
- 138 by previous owner or government action to benefit any other property? Yes No
- 139

140 **If any of the answers in this section are "Yes", explain in detail or attach documentation:**

141

142

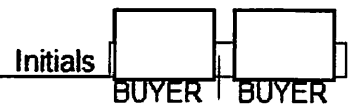
143

144 **12. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:**

- 145 a. Any underground storage tanks on or near Property? Yes No
- 146 b. Any previous or current existence of hazardous conditions (e.g., storage tanks, oil
- 147 tanks, oil spills, tires, batteries, or other hazardous conditions)? Yes No
- 148 If "Yes", what is the location? _____
- 149 c. Any previous environmental reports (e.g., Phase 1 Environmental reports)? Yes No
- 150 d. Any disposal of any hazardous waste products, chemicals, polychlorinated
- 151 biphenyl's (PCB's), hydraulic fluids, solvents, paint, illegal or other drugs or
- 152 insulation on the Property or adjacent property? Yes No
- 153 e. Environmental matters (e.g. discoloration of soil or vegetation or oil sheers
- 154 in wet areas)? Yes No
- 155 f. Any existing hazardous conditions on the Property or adjacent properties (e.g.
- 156 methane gas, radon gas, radioactive material, landfill, toxic materials)? Yes No



Initials



- 157 g. Gas/oil wells, lines or storage facilities on the Property or adjacent property? Yes No
- 158 h. Any other environmental conditions on the Property or adjacent properties? Yes No
- 159 i. Any tests conducted on the Property? Yes No

160
161 **If any of the answers in this section are "Yes" explain in detail or attach documentation:**

162
163
164
165 **13. OTHER MATTERS. ARE YOU AWARE OF:**

- 166 a. Any violation of zoning, setbacks or restrictions, or non-conforming use? Yes No
- 167 b. Any violation of laws or regulations affecting the Property? Yes No
- 168 c. Any existing or threatened legal action pertaining to the Property? Yes No
- 169 d. Any litigation or settlement pertaining to the Property? Yes No
- 170 e. Any current/pending bonds, assessments, or special taxes that apply to the Property? Yes No
- 171 f. Any burial grounds on the Property? Yes No
- 172 g. Any abandoned wells on the Property? Yes No
- 173 h. Any public authority contemplating condemnation proceedings? Yes No
- 174 i. Any government rule limiting the future use of the Property other than existing
175 zoning and subdivision regulations? Yes No
- 176 j. Any condition or proposed change in surrounding area or received any notice of such? Yes No
- 177 k. Any government plans or discussion of public projects that could lead to special
178 benefit assessment against the Property or any part thereof? Yes No
- 179 l. Any unrecorded interests affecting the Property? Yes No
- 180 m. Anything that would interfere with passing clear title to the Buyer? Yes No
- 181 n. The Property being subject to a right of first refusal? Yes No
- 182 If "Yes", number of days required for notice: _____
- 183 o. The Property subject to a Homeowner's Association fee?..... Yes No
- 184 p. Any other conditions that may materially and adversely affect the value or
185 desirability of the Property?..... Yes No
- 186 q. Any other condition that may prevent you from completing the sale of the Property? Yes No

187
188 **If any of the answers in this section are "Yes", explain in detail or attach documentation:**

189
190
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192
193 **14. UTILITIES. Identify the name and phone number for utilities listed below.**

194 Electric Company Name: Barton County Electric Co-Op Phone # 4176825636

195 Gas Company Name: _____ Phone # _____

196 Water Company Name: CPWSD No 1 Barton, Dade & Cedar Phone # 4176823401

197 Other: _____ Phone # _____

198
199 **15. ELECTRONIC SYSTEMS AND COMPONENTS.**

200 Any technology or systems staying with the Property? N/A Yes No

201 If "Yes", list:

202
203
204 Upon Closing, SELLER will provide Buyer with codes and passwords, or items will be reset to factory settings.

205
206 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing
207 Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a
208 warranty or guarantee of any kind. SELLER hereby authorizes Licensee assisting SELLER to provide this
209 information to prospective BUYER of the Property and to real estate brokers and licensees. **SELLER will promptly**
210 **notify Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to**
211 **Closing, and Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing,**
212 **of such changes. (SELLER and BUYER initial and date any changes and/or any list of additional changes. If**
213 **attached, # _____ of pages).**

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Initials Initials
BUYER | BUYER

214 CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS
215 DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN
216 ATTORNEY BEFORE SIGNING.

217
218

<i>Sheryl Watson</i>	<i>Jamie Applebaum</i>
<small>dotloop verified 04/21/24 8:20 AM CDT CMCH-7EH5-50CG-TV1R</small>	<small>dotloop verified 04/20/24 10:55 PM CDT SH1YJNXL-DU7T-VY9</small>
SELLER	SELLER
DATE	DATE

222 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

- 223
- 224 1. I understand and agree the information in this form is limited to information of which SELLER has actual
 - 225 knowledge and SELLER need only make an honest effort at fully revealing the information requested.
 - 226 2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or
 - 227 Licensees concerning the condition or value of the Property.
 - 228 3. I agree to verify any of the above information, and any other important information provided by SELLER or
 - 229 Broker(s) (including any information obtained through the Multiple Listing Service) by an independent
 - 230 investigation of my own. I have been specifically advised to have the Property examined by professional
 - 231 inspectors. Buyer assumes responsibility Property is suitable for their intended use.
 - 232 4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in the
 - 233 Property.
 - 234 5. I specifically represent there are no important representations concerning the condition or value of the Property
 - 235 made by SELLER or Broker(s) on which I am relying except as may be fully set forth in writing and signed by
 - 236 them.

237
238

BUYER	BUYER
DATE	DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 10/21. All previous versions of this document may no longer be valid. Copyright January 2024.



LEAD BASED PAINT DISCLOSURE ADDENDUM

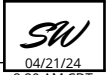

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

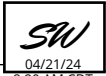
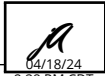
1 **SELLER:** _____ Sheryl Watson and jamie Applebaum

2
3 **PROPERTY:** _____ 344 NE 50th Rd, Lamar, MO 64759

4
5 **Lead Warning Statement:**
6 **Every purchaser of any interest in residential real property on which a residential dwelling was built**
7 **prior to 1978 is notified that such property may present exposure to lead from lead-based paint that**
8 **may place young children at risk of developing lead poisoning. Lead poisoning in young children**
9 **may produce permanent neurological damage, including learning disabilities, reduced intelligence**
10 **quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk**
11 **to pregnant women. The seller of any interest in residential real property is required to provide the**
12 **buyer with any information on lead-based paint hazards from risk assessments or inspections in the**
13 **seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment**
14 **or inspection for possible lead-based paint hazards is recommended prior to purchase.**

15
16 **Seller's Disclosure (Initial applicable lines)**

17 a.   **PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED**
18 **PAINT HAZARDS: (check one below)**
19 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
20 _____
21 Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

22 b.   **RECORDS AND REPORTS AVAILABLE TO THE SELLER:**
23 **(check one below)**
24 Seller has provided the Buyer with all available records and reports pertaining to lead-based
25 paint and/or lead-based paint hazards in the housing (list documents below).
26 _____
27 Seller has no reports or records pertaining to lead-based paint and/or lead-based
28 paint hazards in the housing.


29
30
31 **Buyer's Acknowledgment (Initial applicable lines)**

32 c. **BUYER HAS RECEIVED COPIES OF ALL INFORMATION LISTED**
33 **ABOVE**

34 d. **BUYER HAS RECEIVED THE PAMPHLET**
35 **"Protect Your Family from Lead in Your Home"**

36 e. **BUYER HAS: (Check one below)**
37 Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment
38 or inspection for the presence of lead-based paint or lead-based paint hazards; or
39 Waived the opportunity to conduct a risk assessment or inspection for the presence of
40 lead-based paint and/or lead-based paint hazards.

41 **Licensee's Acknowledgment: (initial)**

42 f.  Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852 and
43 is aware of his/her responsibility to ensure compliance.

44 **Certification of Accuracy**

45 The following parties have reviewed the information above and certify, to the best of their knowledge, the
46 information they have provided is true and accurate.

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**CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,
THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.
IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

Sheryl Watson
dotloop verified
04/21/24 8:20 AM CDT
BMHD-3EQ5-OGFK-FOL1
SELLER **DATE**

BUYER **DATE**

Jamie Applebaum
dotloop verified
04/18/24 2:38 PM CDT
VFE3-NBFN-LIXF-67MU
SELLER **DATE**

BUYER **DATE**

Derek Foland
dotloop verified
04/21/24 10:00 AM CDT
WVBT-KOOD-7TRZ-2HUO
LICENSEE ASSISTING SELLER **DATE**

LICENSEE ASSISTING BUYER **DATE**

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 07/15. All previous versions of this document may no longer be valid. January 2024.

344 NE 50TH RD, LAMAR

Deed: BATEMAN FAMILY TRUST

Map Area: 019-Map 02-8

Checks/Tags:

Contract:

Route: 000-000-000

Lister/Date: TERRY, 08/30/2023

CID#:

Tax Dist: 04-04-01-01-01-00

Review/Date: ART, 08/25/2022

DBA:

Plat Page:

Entry Status: Inspected

MLS:

Subdiv: NONE

Rural / Ag Dwelling

Legal: SW4

Land									
Land Basis	Front	Rear	Side 1	Side 2	R. Lot	SF	Acres		
Site-Excess							1.000		
Sub Total						43,560.00	1.000		
Ag Land							154.000		
Ag Land							3.000		
Ag Land							2.000		
Grand Total						6,969,600.00	160.000		
Zoning									
Site-Excess	None								Not Applicable
Ag Land	None								Not Applicable
Ag Land	None								Not Applicable
Ag Land	None								Not Applicable
Utilities									
Site-Excess	None								Not Applicable
Ag Land	None								Not Applicable
Ag Land	None								Not Applicable
Ag Land	None								Not Applicable
Building Permits									
Date	\$ Amount	NUTC	Recording	Date	Number	Tag	\$ Amount	Reason	
05/23/2013	\$0	D19	2013-743 & 744						
04/03/2013	\$0	D4	2013-467 & 468						
11/01/2012	\$0	D44	2004-2322; 2008-1						
09/11/2012	\$0	D56	N/A						
Sales									
Date	\$ Amount	NUTC	Recording	Date	Number	Tag	\$ Amount	Reason	
	\$0	D19	2013-743 & 744						
	\$0	D4	2013-467 & 468						
	\$0	D44	2004-2322; 2008-1						
	\$0	D56	N/A						
Values									
Date	\$ Amount	NUTC	Recording	Date	Number	Tag	\$ Amount	Reason	
	\$0	D19	2013-743 & 744						
	\$0	D4	2013-467 & 468						
	\$0	D44	2004-2322; 2008-1						
	\$0	D56	N/A						
Land Use									
Date	\$ Amount	NUTC	Recording	Date	Number	Tag	\$ Amount	Reason	
	\$0	D19	2013-743 & 744						
	\$0	D4	2013-467 & 468						
	\$0	D44	2004-2322; 2008-1						
	\$0	D56	N/A						
Values									
Date	\$ Amount	NUTC	Recording	Date	Number	Tag	\$ Amount	Reason	
	\$0	D19	2013-743 & 744						
	\$0	D4	2013-467 & 468						
	\$0	D44	2004-2322; 2008-1						
	\$0	D56	N/A						
Values									
Date	\$ Amount	NUTC	Recording	Date	Number	Tag	\$ Amount	Reason	
	\$0	D19	2013-743 & 744						
	\$0	D4	2013-467 & 468						
	\$0	D44	2004-2322; 2008-1						
	\$0	D56	N/A						
Values									
Date	\$ Amount	NUTC	Recording	Date	Number	Tag	\$ Amount	Reason	
	\$0	D19	2013-743 & 744						
	\$0	D4	2013-467 & 468						
	\$0	D44	2004-2322; 2008-1						
	\$0	D56	N/A						
Values									
Date	\$ Amount	NUTC	Recording	Date	Number	Tag	\$ Amount	Reason	
	\$0	D19	2013-743 & 744						
	\$0	D4	2013-467 & 468						
	\$0	D44	2004-2322; 2008-1						
	\$0	D56	N/A						
Values									
Date	\$ Amount	NUTC	Recording	Date	Number	Tag	\$ Amount	Reason	
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	\$0	D4	2013-467 & 468						
	\$0	D44	2004-2322; 2008-1						
	\$0	D56	N/A						
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Date	\$ Amount	NUTC	Recording	Date	Number	Tag	\$ Amount	Reason	
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	\$0	D4	2013-467 & 468						
	\$0	D44	2004-2322; 2008-1						
	\$0	D56	N/A						
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	\$0	D4	2013-467 & 468						
	\$0	D44	2004-2322; 2008-1						
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	\$0	D56	N/A						
Values									
Date	\$ Amount	NUTC	Recording	Date	Number	Tag	\$ Amount	Reason	

Res. Structure		Finish		Plumbing		Addition		Garage	
Occ. Code	101	Tl Rooms Above #	0	Bedrooms Above #	2	Full Bath	1	Garage	1 of 1
Occ. Descr.	Single-Family / Owner Occupied	Tl Rooms Below #	0	Bedrooms Below #	0	Shower Stall Bath	No Additions	Style	Att Fr.
Year Built	1970					Toilet Room		W X L	0' X 0'
EFA / EFYr	49 / 1970					Lavatory		Area (SF)	550
Arch. Dsgn	Ranch	Foundation	C Blk			Water Closet		Year Built	1970
Style	1 Story Frame	Exterior Walls	Wd Lap			Sink		EFA	49
AreaSF/TLA	1,672 /	Roof	Mtl / Gable			Shower Stall/Tub		EFF Year	1970
GLA 1st/2nd	1,672 /	Interior Finish	Drwl			Mtl St Sh Bath		Condition	
Condition	BL NML	Flooring	Carp			Mtl Stall Shower		Bsmt (SF)	BL NML
		Non-base Heating			Fireplace			NoBsmt Flr(SF)	
		Floor/Wall #	0			No Bathroom		Heat	None
		Pipeless #	0			Wet Bar		AC	
		Hand Fired (Y/N)	No			Whirlpool Bathroom		Attic (SF)	
		Space Heat#	0			Whirlpool Tub		Door Opnrs	2
		Appliances						Stalls- Bsmt / Std	
Basement	None	Range Unit		Built-In Vacuums		Sewer & Water Only			
No Bsmt Flr.	0	Oven - Single		Intercom System		Water Only w/Sink			
Heat	Yes	Oven - Double		Bl Stereo(SpkrsOnly)		Hot Tub			
AC	Yes	Dishwasher				Bidet			
Attic	None	Microwave				Fbgls Service Sink			
		Trash Compactor				Urinal			
		Jennair				Sauna			
		Security System				W'Pool Bath w/Shower			



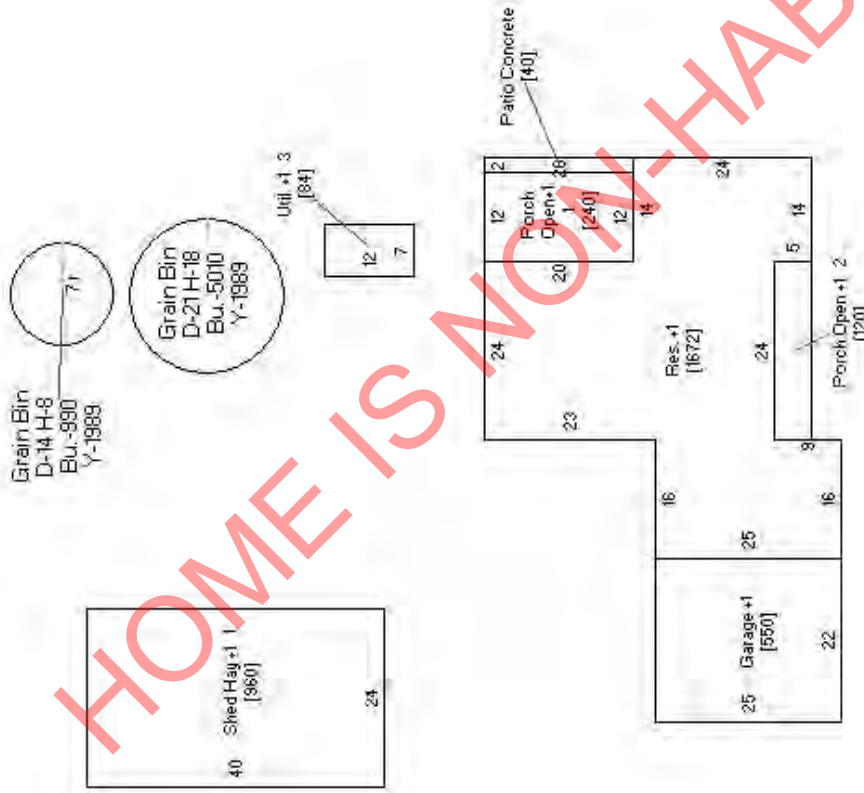
HOME IS NOT HABITABLE

Bldg / Addn	Description	Units	Year
	101 — Single-Family / Owner Occupied		
	1 Story Frame	1,672	
	Adjustment for basement - None		
	Base Heat		
	Add Central Air	1,672	
#1	Porch: 1S Frame Open	240 SF	
#2	Porch: 1S Frame Open	120 SF	
	Deck #1: Concrete Patio-Low	40 SF	
	Veneer #1 1/2 Story Brick	90.00 LF	
	Garage: Att Frame	550 SF	1970

HOME IS NON-HABITABLE

Count	Ag Building Description	Units	Year
1 of 4	B-41 916-Shed - Hay 0' x 0'	960 SF	1970
2 of 4	Grain Bin D-21 H-18 Bu.-5010 Y-1989 943-Bin - Grain Storage (Bushe 21' x 18'	5,010 Bu	1989
3 of 4	924-Machine or Utility Bldg 0' x 0'	84 SF	1970
4 of 4	Grain Bin D-14 H-8 Bu.-990 Y-1989 943-Bin - Grain Storage (Bushe 14' x 8'	990 Bu	1989

HOME IS NON-HABITABLE





NOTES

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Barton County MO

2/20/2024



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.

Barton Co. FSA

- *WHT= Wheat-SRW-GR
- *CORN=Corn-YEL-GR
- *SB=Soybn-COM-GR
- *MILO=Sorgh-GRS-GR
- *GZ=Grass-FTA-GZ
- *HAY=Grass-FTA-FG
- *PR=Grass-PRA-FG
- *LS=Grass-FTA-LS
- *Unless notated on Map

1:4,410

Program Year: 2024

Created: 10/17/2023

Flown: 2022-6-30

- clu
- crp
- plss

**Farm 182
Tract 1450**





Abbreviated 156 Farm Record

Operator Name : ██
CRP Contract Number(s) : None
Recon ID : None
Transferred From : None
ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
158.02	150.84	150.84	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	150.84	52.40			0.00	0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	WHEAT, CORN, SOYBN	None

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	55.32	0.00	53	
Corn	89.36	0.00	164	0
Soybeans	55.32	0.00	40	0

TOTAL **200.00** **0.00**

NOTES

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Tract Number : 1450

Description : M4, SEC28,T33N,R30W
FSA Physical Location : MISSOURI/BARTON
ANSI Physical Location : MISSOURI/BARTON
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : RICHARD L BATEMAN
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
158.02	150.84	150.84	0.00	0.00	0.00	0.00	0.0



Abbreviated 156 Farm Record

Tract 1450 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	150.84	52.40	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	55.32	0.00	53
Corn	89.36	0.00	164
Soybeans	55.32	0.00	40
TOTAL	200.00	0.00	

NOTES

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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 http://www.ascr.usda.gov/complaint_filing_cust.html 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.

SCHEDULE A

1. Commitment Date: February 5, 2024 at 08:30 AM
2. Policy to be issued:
 - a. Proposed Insured: FOR INFORMATIONAL PURPOSES ONLY
Proposed Amount of Insurance:
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple
4. The Title is, at the Commitment Date, vested in: THE BATEMAN FAMILY TRUST, RICHARD L. BATEMAN AND JANICE L. BATEMAN, TRUSTEES.
5. The Land is described as follows:
ALL OF THE SOUTHWEST QUARTER OF SECTION TWENTY-EIGHT (28), TOWNSHIP THIRTY-THREE (33), RANGE THIRTY (30), BARTON COUNTY, MISSOURI.

Barton County Title Company, Inc.

By: Chanel Besendorfer
BARTON COUNTY TITLE COMPANY, INC.

This page is only a part of a 2021 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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(24BATEMAN.PFD/24BATEMAN/9)

SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Deed of Trust to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

TO BE DETERMINED AFTER WE ARE INFORMED AS TO THE IDENTITY OF INSURED ON SCHEDULE A. THIS TITLE COMMITMENT IS FOR THE PURPOSE OF A TITLE SEARCH ONLY. SHOULD A TITLE POLICY BE REQUESTED, WE RESERVE THE RIGHT TO MAKE ADDITIONAL EXCEPTIONS AND/OR REQUIREMENTS.

CERTIFIED COPY AND AMENDMENTS THERETO TO THE BATEMAN FAMILY TRUST MUST BE FURNISHED TO THIS COMPANY. AFFIDAVIT OR DEED RECITAL STATING TRUST HAS NOT BEEN TERMINATED IN WHOLE OR PART, IS IN FULL FORCE AND EFFECT AND THE TRUSTEE OF SAID TRUST HAS THE AUTHORITY TO BUY, SELL OR ENCUMBER SUBJECT PROPERTY. UPON RECEIPT OF THE AFOREMENTIONED THIS COMPANY RESERVES THE RIGHT TO MAKE ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS.

NOTE: NO INQUIRY, SEARCH, OR EXAMINATION HAS BEEN MADE OF THE FEDERAL COURTS FOR PENDING BANKRUPTCY PROCEEDINGS.

SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Taxes for 2023 and all prior years are shown paid. Taxes for 2024 and subsequent years, although not yet due, now constitute a lien.
2023 TAX AMOUNT: \$1,105.03
PARCEL NO. 02-080-28-000-003000
2. DOYLESPOUR TOWNSHIP PLANNING & ZONING HANDBOOK APPROVED AND RECORDED MAY 15, 1995 IN BOOK 413, PAGE 226; and
DOYLESPOUR TOWNSHIP PLANNING & ZONING HANDBOOK APPROVED AND RECORDED APRIL 26, 1999 IN BOOK 449, PAGE 73, DEED RECORDS OF BARTON COUNTY, MISSOURI.

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SCHEDULE B
(Continued)

PIPELINE EASEMENT AND ACCESS EASEMENT AGREEMENT IN FAVOR OF ROESLEIN ALTERNATIVE ENERGY OF MISSOURI LLC, RECORDED DECEMBER 22, 2023 IN BOOK 2023 PAGE 1789, DEED RECORDS OF BARTON COUNTY, MISSOURI

3. WATER LINE EASEMENT IN FAVOR OF PUBLIC WATER SUPPLY DISTRICT NO. 1 OF BARTON COUNTY, MISSOURI, RECORDED SEPTEMBER 26, 1967 IN BOOK 301, PAGE 279, DEED RECORDS OF BARTON COUNTY, MISSOURI.
4. RIGHT-OF-WAY EASEMENT IN FAVOR OF BARTON COUNTY ELECTRIC COOPERATIVE RECORDED JULY 14, 1939 IN BOOK 233, PAGE 132, DEED RECORDS OF BARTON COUNTY, MISSOURI.
5. SUBJECT TO A CERTAIN RESTRICTION CONTAINED IN QUIT-CLAIM DEED TO JAMES M. WIRTS FOR A STRIP OF LAND 10 FEET WIDE OFF AND ACROSS THE NORTH SIDE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28, RECORDED IN BOOK 116, PAGE 279, DEED RECORDS OF BARTON COUNTY, MISSOURI, IN WHICH IT IS STATED THAT WHEN THE LAND DESCRIBED IS NO LONGER USED FOR THE PURPOSE OF A DIVISION FENCE BY THE HEDGE THEREIN GROWING UPON IT, THEN THIS DEED SHALL BE VOID.
6. NOTE: This is NOT a commitment to insure and has been issued as a report as to the status of title only, and as such should not be relied upon for a Real Estate Transaction. This is not a commitment to insure, and no insurance is provided by this commitment; nor is the company liable for errors or omissions in this report. If a Commitment for Title Insurance is desired, the identity of the entities to be insured and policy amounts must be disclosed to this Company, and this Company will then issue a Commitment for Title Insurance disclosing all requirements for issuance of the policy, as well as any additional exceptions which may then be necessary, additional fees will be charged to issue a policy, the liability of this company is the amount paid for same.

This page is only a part of a 2021 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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(24BATEMAN.PFD/24BATEMAN/9)

**BARTON COUNTY PAID TAX RECEIPT
2023 REAL ESTATE**

**Brittanica Born
Barton County Collector
1004 Gulf Rm 101
Lamar MO 64759**

Phone: (417) 682-5881

PARCEL 02-080-28-000-000-003000
BILL 005750
TOTAL ASSESSED 18,270
DISTRICT 041110
TAX RATE 6.0483

BATEMAN FAMILY TRUST
1722 LONGHORN LN
RAYMORE, MO 64083

PROPERTY DESCRIPTION		ITEMIZATION OF TAX	
PARCEL NO	02-080-28-000-000-003000	COUNTY	19.89
LOCATION	344 NE 50TH RD	DOYLESPOINT TWP	18.27
LEGAL DESC	SW4	DOYLESPOINT TWP R & B	56.31
		DOYLESPOINT TWP SPEC R & B	54.81
		HEALTH	27.41
		HOSPITAL	79.14
		LAMAR R1 SCHOOL	778.30
		LIBRARY	28.87
		SB 40	36.54
		STATE	5.49
ACRES:	160.000		
	ASSESSED VALUATION		
	Agland	8,320	
	Residential	9,950	
	Commercial	0	
	Total Assessed Value	18,270	
		TAX AMOUNT DUE	
		BASE TAX	\$1,105.03
		INTEREST/PENALTY	\$0.00
		MISC FEES	\$0.00
		PAYMENTS	\$1,105.03
		PRIOR YEAR	\$0.00
		TOTAL DUE	\$0.00

DATE PAID - BY WHOM	PMT MTHD - REF	CL RECEIPT #	TAX PAID	MISC	INT/PEN	TOTAL PAID
11/13/2023 - BATEMAN, RICHARD	4-CC-web-echk-11.10.R00030013		\$1,105.03	\$0.00	\$0.00	\$1,105.03
TOTAL PAID			\$1,105.03	\$0.00	\$0.00	\$1,105.03

2023 PAID REAL ESTATE TAX RECEIPT

DATE PAID - BY WHOM	PMT MTHD - REF	CL RECEIPT #	TAX PAID	MISC	INT/PEN	TOTAL PAID
11/13/2023 - BATEMAN, RICHARD	4-CC - web-echk-11.1(R00030013		\$1,105.03	\$0.00	\$0.00	\$1,105.03
TOTAL PAID			\$1,105.03	\$0.00	\$0.00	\$1,105.03

BATEMAN FAMILY TRUST
1722 LONGHORN LN
RAYMORE, MO 64083

Bill# 005750
Parcel # 02-080-28-000-000-003000

WARRANTY DEED

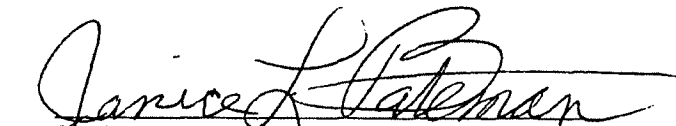
THIS DEED, Made and entered into this 10th day of May, 2013, by and between Richard L. Bateman and Janice L. Bateman, husband and wife, Grantors, parties of the first part, and **The Bateman Family Trust, Richard L. Bateman and Janice L. Bateman, Trustees**, Grantees, parties of the second part (Grantees' mailing address is 1722 Longhorn Lane, Raymore, Missouri 64083).

WITNESSETH, That the said party of the First Part, for and in consideration of ten dollars and other valuable consideration paid by the said parties of the Second Part, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain and Sell, Convey and Confirm, unto the said parties of the Second Part, the following described real estate situated in the County of Barton, in the State of Missouri, to-wit:

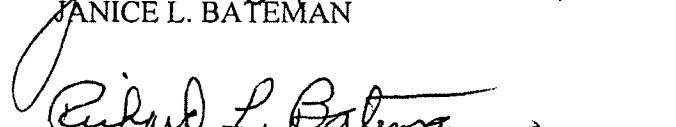
ALL OF THE WEST HALF OF THE SOUTHWEST QUARTER OF
SECTION TWENTY-EIGHT (28), TOWNSHIP THIRTY-THREE (33),
RANGE THIRTY (30).

TO HAVE AND TO HOLD the same together with all the rights, immunities, privileges and appurtenances to the same belonging unto the said parties of the Second part, and to their successors and assigns, forever; the said parties of the first part hereby covenanting that said premises are free and clear of any encumbrances and that said parties and their heirs, executors, and administrators of such parties shall and will warrant and defend the title to the premises, unto the said parties of the second part, and to the successors and assigns of such parties forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the First Part has hereunto set his hand the day and year first above written.



JANICE L. BATEMAN



RICHARD L. BATEMAN

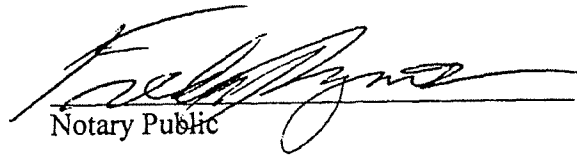
ACKNOWLEDGMENT

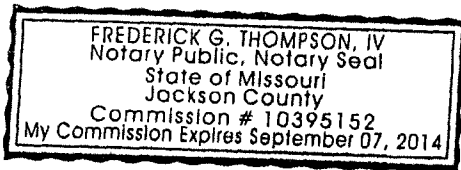
STATE OF MISSOURI)
)ss.
COUNTY OF JACKSON)

On this 10th day of MAY, 2013, before me the undersigned, a Notary Public, personally appeared Janice L. Bateman, Trustee of The Bateman Family Trust, dated MARCH 20, 2013, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My Commission Expires:


Notary Public



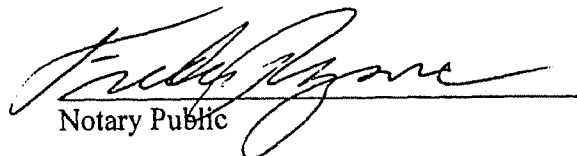
ACKNOWLEDGMENT

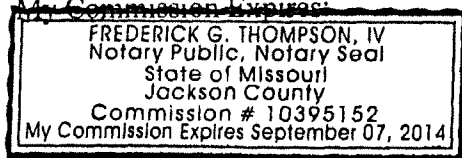
STATE OF MISSOURI)
)ss.
COUNTY OF JACKSON)

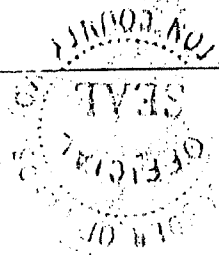
On this 10th day of MAY, 2013, before me the undersigned, a Notary Public, personally appeared Richard L. Bateman, Trustee of The Bateman Family Trust, dated MARCH 20, 2013, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My Commission Expires:


Notary Public





WARRANTY DEED


THIS DEED, Made and entered into this 10th day of May, 2013, by and between Richard L. Bateman and Janice L. Bateman, husband and wife, Grantors, parties of the first part, and **The Bateman Family Trust, Richard L. Bateman and Janice L. Bateman, Trustees**, Grantees, parties of the second part (Grantees' mailing address is 1722 Longhorn Lane, Raymore, Missouri 64083).

WITNESSETH, That the said party of the First Part, for and in consideration of ten dollars and other valuable consideration paid by the said parties of the Second Part, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain and Sell, Convey and Confirm, unto the said parties of the Second Part, the following described real estate situated in the County of Barton, in the State of Missouri, to-wit:

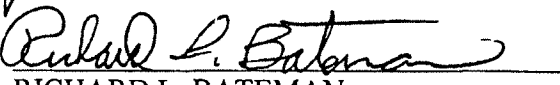
ALL OF THE EAST HALF OF THE SOUTHWEST QUARTER OF
SECTION TWENTY-EIGHT (28), TOWNSHIP THIRTY-THREE (33),
RANGE THIRTY (30), BARTON COUNTY, MISSOURI.

TO HAVE AND TO HOLD the same together with all the rights, immunities, privileges and appurtenances to the same belonging unto the said parties of the Second part, and to their successors and assigns, forever; the said parties of the first part hereby covenanting that said premises are free and clear of any encumbrances and that said parties and their heirs, executors, and administrators of such parties shall and will warrant and defend the title to the premises, unto the said parties of the second part, and to the successors and assigns of such parties forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the First Part has hereunto set his hand the day and year first above written.



JANICE L. BATEMAN



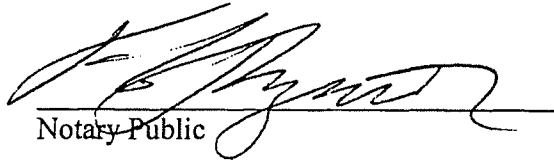
RICHARD L. BATEMAN

ACKNOWLEDGMENT

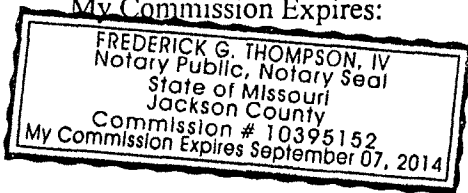
STATE OF MISSOURI)
)ss.
COUNTY OF JACKSON)

On this 10th day of MAY, 2013, before me the undersigned, a Notary Public, personally appeared Janice L. Bateman, Trustee of The Bateman Family Trust, dated MARCH 20, 2013 to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.


Notary Public

My Commission Expires:



ACKNOWLEDGMENT

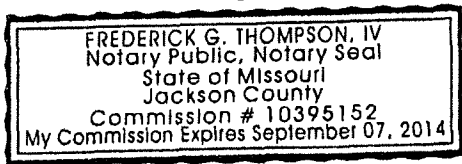
STATE OF MISSOURI)
)ss.
COUNTY OF JACKSON)

On this 10th day of MAY, 2013, before me the undersigned, a Notary Public, personally appeared Richard L. Bateman, Trustee of The Bateman Family Trust, dated MARCH 20, 2013 to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.


Notary Public

My Commission Expires:



AUCTION REAL ESTATE SALES CONTRACT

THIS CONTRACT, made this the 15th day of May 2024, by and between The Bateman Family Trust (“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 (Warranty Deed), and Buyer agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the real property identified as **344 NE 50th Rd., Lamar, MO 64759** and described as follows:

Legal Description:

THE SOUTHWEST QUARTER (SW/4) OF SECTION 28, TOWNSHIP 33, RANGE 30, BARTON COUNTY, MISSOURI. Full Legal Descriptions to be provided by Title Company

2. High Bid Price	\$ _____
Buyer’s Premium (10%)	\$ _____
Total Purchase Price	\$ _____
Non-Refundable Down Payment/Deposit	\$ _____
In U.S. Funds, based on 10% of the Total Purchase Price, to be held in a 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 be on or by **Friday, June 14th, 2024**. Closing shall take place at **Barton County Title Company, 206 West 10th St., Lamar, MO, 64759**. Closer is **Chanel Besendorfer**, email is **closings@bartoncountytile.com**, phone number is **(417) 682-3100**. At Closing, Seller shall deliver to Buyer a **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, 2024 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 (if required), 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 **Friday June 14th, 2024**. 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.

Potential Proximity of Registered Offenders to Property: In Missouri, law requires persons who are convicted of certain crimes, including sexually violent crimes, to register with the Sheriff of the county in which they reside. If you, as the Buyer, desire information regarding those registrants, you may find information on the homepage of the Missouri State Highway Patrol, at <https://www.mshp.dps.missouri.gov/CJ38/search.jsp> or Buyer should contact the Sheriff of the county in which the Property is located.

10. **TITLE.** Buyer hereby acknowledges receipt of a title commitment (the "Title Commitment") issued by the Closing Agent as agent for 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 the Property will be conveyed to the Buyer.
- e. The Property is selling subject to any 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 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 is an 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.
- (c) **Franchise Disclosure.** Although one or more of the Brokers is a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

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 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 State Statutes), 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.

27. **SPECIAL CONDITIONS (1031 EXCHANGE).** Buyer/Seller acknowledges that it may be the intention of the Buyer/Seller to complete a tax-deferred exchange under Internal Revenue Code Section 1031. Buyer/Seller agrees to cooperate as long as it does not delay the closing or cause additional expense to the other party. Buyer/Seller agrees that the requesting party will assign the rights but not the obligations of this agreement to a Qualified 1031 Exchange Intermediary during the closing process.

28. **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 lease agreement. Buyer and Seller hereby agree that Buyer shall receive possession of the farmland immediately upon completion of harvest of the 2024 fall crop. In addition, Buyer shall receive the Sellers One-third ($\frac{1}{3}$) share of the 2024 fall crop, and Buyer shall be responsible for the Sellers One-third ($\frac{1}{3}$) share of the planting and harvesting expense for said crop.

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

For Review Only