



# Murray Wise ASSOCIATES LLC

## VIRTUAL LIVE ONLINE AUCTION – ON OCTOBER 20TH AT 10 AM CDT 238 +/- ACRES IN 3 TRACTS IN AUDRAIN & CALLAWAY COUNTIES, MISSOURI

Murray Wise Associates welcomes you to bid YOUR price on the real estate offered at this auction.

### BIDDING PROCEDURES TO KEEP IN MIND:

1. All bidding is open and public. You or your authorized representative must be registered and approved to bid.
2. The virtual live online only auction will begin Thursday, October 20th, at 10:00 AM CDT. The property will be offered in 3 individual tracts using the "Buyer's Choice" method of sale, whereas the high bidder can purchase any individual tract or combination of tracts for their high bid. Should the high bidder not select all available tracts, the remaining tracts will be offered with another round of bidding. This process will repeat until all parcels have been chosen by a high bidder. Bidding will be on a dollars per acre basis. Final sale prices will be determined by multiplying advertised assessed acreage by the high bid(s).
3. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, so be sure you have arranged financing, if needed, and are capable of paying cash at closing.
4. Minimum bid increments are at the discretion of the Auctioneer.

### TERMS OF SALE OUTLINED:

1. The Real Estate Purchase Contract is available for review on the Murray Wise Associates website. **It is the responsibility of each bidder to review this information prior to the start of the auction.** All successful high bidders will enter into a Contract to Purchase immediately following the close of bidding for presentation to the seller.

Final bid price is subject to approval or rejection by seller. Upon the close of the auction the winning bidder will sign the Contract to Purchase in DocuSign.

2. Ten percent (10%) of the purchase price will be due as a non-refundable down payment within 24 hours of the close of the auction. The down payment will be paid in the form of wire transfer and held by Boyd & Boyd Title Company.
3. The balance of the purchase price will be due at closing which shall be held on or before November 22, 2022 or as soon as the title company will allow. Closing requirements will be as specified in the Real Estate Purchase Contract. Seller shall deliver full possession of the property to Buyer at closing, subject to remaining rights of the current tenant under the 2022 crop lease.
4. Seller shall provide a survey for any tract where there is no existing legal description or where new boundaries are created by the tract division for the Auction. If a new survey is determined necessary, the Seller shall obtain and pay for the necessary survey.

We have read these announcements  
& agree to the Auction conditions.

Buyer \_\_\_\_\_ Seller \_\_\_\_\_

5. Seller shall furnish the Buyer, at Seller's expense, an Owner's Policy of Title Insurance in the amount of the purchase price within 45 days after closing and shall also provide a properly executed Warranty Deed conveying the property to the Buyer(s) at closing.
6. The 2022 calendar year taxes shall be paid by the Seller. If the final 2022 tax amount is not known prior to closing, Seller shall credit Buyer(s) at closing for said taxes based on the most recent ascertainable tax figures. The 2023 calendar year taxes and beyond will be the responsibility of the Buyer(s).
7. The Seller will retain all income from the 2022 crop.
8. The sale of property shall include all mineral rights owned by the Seller, if any.
9. The sale shall not include any personal property.
10. The Auction Company has made available on its website such documents as tax bills, Real Estate Purchase Contract, aerial photographs, etc. **It is the responsibility of each bidder to review this information prior to the start of the auction.**
11. The real estate is being sold subject to these limitations: State and federal regulations, restrictions as to use or improvements of premises, any and all recorded or apparent easements including any utility, roadway, railway, and gas line easements, and any other limitations outlined in the Real Estate Purchase Contract.
12. The property is being sold on an **"AS IS, WHERE IS AND WITH ALL FAULTS"** basis, and no warranty or representation, either express or implied, concerning the property or its future use is made by Seller or Auction Company.
13. Murray Wise Associates LLC ("Auction Company") and its representatives are the exclusive agents of the Seller.

Thank you for your interest in this property. If you have any questions, please feel free to contact one of our representatives.

**ONLINE BIDDING HELP LINE: 800-607-6888**

**ANY ANNOUNCEMENTS MADE BY THE AUCTIONEER TAKE PRECEDENCE OVER THIS PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.**

We have read these announcements  
& agree to the Auction conditions.

Buyer \_\_\_\_\_ Seller \_\_\_\_\_