



# Murray Wise ASSOCIATES LLC

## ONLINE & IN-PERSON AUCTION – ON MAY 10th AT 4 PM CT 161 +/- ACRES IN MERRICK COUNTY, NEBRASKA

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 online and in-person auction will begin Wednesday, May 10, 2022, at 4:00 PM CT. Bidding will be on a dollars per acre basis and the final purchase price will be determined by multiplying the high bid by the taxable acres. The taxable acres are 161.75.
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.** The final bid price is subject to acceptance or rejection by Seller. The successful bidder will be required to sign the Real Estate Purchase Contract immediately upon being declared the successful bidder. If the successful bidder is an online bidder, he/she will be provided the Real Estate Purchase Contract through 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 may be paid in the form of wire transfer to First American Title Insurance Company.
3. The balance of the purchase price will be due at closing which shall be held on or before June 13, 2023. 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 2023 crop lease. The tenant rights expire on the later of October 31, 2023 or completion of the 2023 crop harvest.

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

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

4. The Seller will not be providing a survey.
5. Seller shall furnish the Buyer, at Seller's expense, an Owner's Policy of Title Insurance in the amount of the purchase price subject to customary title exceptions at closing and shall also provide at closing a properly executed Warranty Deed conveying the property to the Buyer.
6. The 2022 calendar year real estate taxes due and payable in 2023 for all tracts have been paid in full by Seller. Seller shall credit Buyer(s) at closing for the first half of the 2023 real estate taxes payable in 2024, to be calculated based on the most recent ascertainable tax figures, and shall have no additional tax obligation for the 2023 tax year. Buyer is responsible for all subsequent real estate taxes.
7. 50% of any cash rents, including any bonuses, for the 2023 crop year shall be retained by Seller. The remaining 50% of the cash rent is due on October 31, 2023 and will be collected directly from the tenant by the Buyer(s). No credit will be given to the Buyer(s) at closing.
8. The sale of property shall include all mineral rights owned by the Seller, if any.
9. The irrigation pivot located on the farm will be included in the sale.
10. The current tenant has a FieldNET system on the irrigation pivot and will remove the system after the 2023 crop harvest.
11. 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.**
12. 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 and/or title commitment.
13. 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.
14. 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.

**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 \_\_\_\_\_