



Murray Wise ASSOCIATES LLC

ONLINE & IN-PERSON AUCTION – ON MAY 10th AT 10 AM CT 957 +/- ACRES IN MADISON AND PIERCE 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, 2023, at 10:00 AM 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 listed below:

Tract	Taxable Acres
1	160.00
2	155.00
3	160.00
4	160.00
5	160.00
6	161.83

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.

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

Buyer _____ Seller _____

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, which expires on October 31, 2023. Tenant shall have the right to complete the 2023 crop harvest.
4. The Seller will not be providing a survey.
5. Seller shall furnish the Buyer(s), 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(s).
6. The 2022 calendar year real estate taxes due and payable in 2023 for all tracts have been paid in full by Seller. **For Tracts 1, 2 & 3:** 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. **For Tracts 4, 5 & 6:** Buyer shall be responsible for all 2023 real estate taxes due and payable in 2024 and shall collect reimbursement for all 2023 real estate taxes from the tenant as specified in the lease.
7. 50% of any cash rents, including any bonuses, for the 2023 crop year shall be retained by Seller, consistent with the following:

For Tracts 1, 2 and 3: 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 for Tracts 1, 2 or 3.

For Tracts 4, 5 and 6: Seller will credit the Buyer(s) at closing the following amounts, each equal to 50% of the 2023 cash rent for each tract:

Tract 4: \$12,410.00
Tract 5: \$13,260.00
Tract 6: \$13,005.00
8. A portion of Tracts 1 and 2 are enrolled in the Conservation Reserve Program ("CRP"), with the current contract expiring September 30, 2026. At closing, Seller shall transfer all rights and obligations of that contract to the Buyer. Buyer shall comply with all terms and conditions of the CRP and shall indemnify, defend, and hold Seller harmless from the CRP and/or Buyer's failure to comply with the terms of the CRP. Tenant shall retain all CRP income for 2023. All subsequent payments will go to the Buyer(s).
9. Tract 5 has engaged in a pipeline right-of-way easement agreement with Navigator Heartland Greenway LLC. Income paid from granting the pipeline easement agreement in 2023 shall be retained by Seller. Buyer shall have the right to receive all future easement payments, if any, and 100% of the crop damages payment if the option is exercised. Seller shall transfer all rights and obligations of that contract to the Buyer.
10. For additional clarification on tract 2, the Southwest corner of the property with the house and buildings in Section 26, Township 27 North Range 4 West which is adjacent to Auction Tract 2 is considered owned by Roger Eichberger and not part of the property being sold.
11. The sale of property shall include all mineral rights owned by the Seller, if any.
12. The irrigation pivots located on the farms will be included in the sale.

13. On tracts 1-3, the current tenant has a FieldNET system, pivot walkers and fertilizer tanks on the irrigation pivot that will be removed after the 2023 crop harvest, unless separate arrangements are made with the Buyer. If arrangements are not made, the pivot walkers will be removed by him and replaced with wheels after the 2023 crop harvest.
14. On tracts 4-6, the current tenant has a FieldNET system on the irrigation pivot that will be removed. The nozzles on the pivot were replaced recently and will stay on the pivot for the new buyer.
15. Tract 1 includes a grain bin; this grain bin is not usable in its current condition.
16. 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.**
17. 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
18. 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.
19. 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_____