



**IN PERSON AND ONLINE AUCTION  
TUESDAY, MARCH 19<sup>th</sup>, 2024 AT 10:00 AM CDT  
150+/- ACRES IN THREE TRACTS IN APPANOOSE COUNTY, IOWA**

Murray Wise Associates LLC and Hall and Hall welcome 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. In Person and Online Auction will begin Tuesday, March 19th, 2024, at 10:00 AM. The Property will be offered in 3 individual tracts using the "Buyer's Choice" method of sale, whereas the high bidder can purchase either individual tract or both tracts for their high bid. Should the high bidder not select both tracts, the remaining tract will be offered with another round of bidding. Bidding and livestream viewing will be available at [www.MurrayWiseAssociates.com](http://www.MurrayWiseAssociates.com). Bidding will be on a dollars per acre basis. The final sale price for all tracts will be determined by multiplying the high bid by the estimated taxable acres.
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. Conduct of the Auction and the increments of bidding are at the discretion of the Auctioneer. The Auction Company reserves the right to enter bids on behalf of qualified internet bidders, telephone bidders, proxy bidders and the seller.

**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. The successful bidder will be provided the Real Estate Purchase Contract through DocuSign or in person.
2. Bidding will be on a dollars per acre basis. The final purchase price for the property will be determined by multiplying the high bid by the estimated taxable acres of each tract.

Estimated Taxable Acres:

Tract 1: 15+/-

Tract 2: 59+/-

Tract 3: 76+/-

3. 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 or cashier's check and held by the title company.

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

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

4. The balance of the purchase price will be due in cash at closing which shall be held on or before April 18<sup>th</sup>, 2024. If final surveyed acres differ from advertised acres, no adjustment will be made to the purchase price. Closing requirements will be as specified in the Real Estate Purchase Contract. Seller shall deliver full possession of the property to Buyer at closing.
5. 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.
6. Seller will provide an Abstract of Title free and clear of liens to the Buyer at closing. Seller shall also provide at closing a properly executed Executor's Deed conveying the property to the Buyer.
7. Real estate taxes shall be prorated to the date of closing in accordance with standard practices in Iowa. A detailed explanation of the tax proration will be included in the purchase agreement.
8. All 2024 farm income shall be retained by the Buyer, and all 2024 farm expenses shall be the responsibility of the Buyer.
9. The sale of property shall include all mineral rights owned by the Seller, if any.
10. The sale shall not include any personal property.
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.
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 and Hall and Hall ("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  
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Buyer \_\_\_\_\_ Seller \_\_\_\_\_