

Bidder Information Report: <u>2008 & 2111 Old Ferry Rd, Morrison, MO 65061</u> Didding basing to globe Mandau Neuropher Oth 202

Bidding begins to close Wednesday, November 9th 2022 at 7:00 PM Central Time.

www.SchneiderAuctioneers.com

For questions, please call 573-291-8075 or 573-834-2207.



Auction Information

This is an online auction; no live auction will be held. If you prefer to turn in an absentee bid in person, please call 573-834-2207 or 573-291-8075 to make arrangements. All Bidders registering for this auction will have to be approved by the Auction Company before any bids can be placed to prevent an unqualified bidder from placing bids (example: an underage person or a person with a fraudulent bidding account). If bidder is known to the Auction Company they will be approved quickly after registration. If bidder isn't known to Auction Company, a phone call with Auction Company staff or possibly a refundable deposit may be required before placing bids. Auction Company prefers any unknown bidders to view the property in person before placing any bids.

Property viewing days will be held on Saturday, October 22nd from 2-5 PM and Saturday, November 5th from 2-5 PM. Private viewings are available by appointment by calling 573-834-2207 or 573-291-8075.

<u>Auction closing</u>: The auction will begin closing on Wednesday, November 9th, 2022 at 7:00 PM Central Time. The closing time on both tracts of land will be automatically extended an additional three minutes whenever a bid is placed on either tract of land within the last three minutes of the auction closing. When no more bids are placed on either tract in the last three minutes the bidding will close.

Deposit & contract signing: The winning bidder is required to bring a deposit of \$10,000.00 per tract purchased to the office of Schneider Auctioneers, LLC located at 4177 Hwy V V, Berger, MO 63014 and execute a purchase agreement the next business day following the conclusion of the online auction. Deposit must be in the form of personal or business check. Balance must be paid at closing, within 58 days of the close of bidding.

Procedure: There will be two individual tracts of land sold in this auction and the bidding for each tract will be by a lump sum amount, not by the acre.

This property sells to the highest bidder regardless of price.

This property will be sold in "AS IS, WHERE IS" condition without any representation or warranty of any kind, whether express or implied. The Purchaser shall have satisfied themself as to the location and condition of the property, and all descriptions thereof, before bidding. All information contained in the brochure and all promotional materials, including, but not limited to, square footages, acreage, dimensions, maps, taxes, etc., was derived from courthouse and other records and are believed to be correct; however, neither the Seller nor the Auction Company makes any guarantee or warranty as to the accuracy or completeness of such information.

<u>This property sells without contingencies</u>. Any inspections or financing needed by the Purchaser must be made or arranged before the close of bidding at the Purchaser's expense. The sale of this property will not be subject to contingencies for inspections, financing or appraisals needed by the Purchaser.

Buyer's premium: There will be a three percent (3%) buyer's premium added to the winning bid price to arrive at the total contract sale price to be paid by the Purchaser. Example: If you bid \$100,000.00, the total sale price at closing will be \$103,000.00 plus applicable closing costs.

<u>The Auction Company reserves the right</u> to cancel, suspend, extend or reschedule an auction event or to make changes to the auction closing times in the event of any unforeseen technical or legal problems.

Escrow Agent: The earnest and purchase monies in respect of the property shall be paid to and deposited with York Title & Abstract in Montgomery City, MO.

Possession & closing: Purchaser will receive possession at closing. The sale shall be closed within 58 days of the close of bidding, or sooner if possible. Closing to take place at the office of York Title & Abstract, 1155 Aguilar Dr.,

Montgomery City, MO 63361, telephone: 573-564-8021, on or before the 6th day of January, 2023. The Seller at closing will convey good and marketable title.

<u>Title</u>: Seller shall provide an Owner's Policy of Title Insurance in the amount of the purchase price, and shall execute a Warranty Deed conveying the real estate to the Purchaser. Seller shall pay the premium of the title insurance policy.

<u>Closing costs</u>: At closing, Seller shall pay for its escrow and closing fees, and all of the costs for preparation of all documents to convey the property. At closing, Purchaser shall pay for its escrow and closing fees, any and all recording fees, and all other sale, financing or closing fees as required. Taxes, assessments and association fees, if any, shall be prorated to the date of closing.

<u>No new survey:</u> The property will be conveyed according to the existing legal description; a new survey will not be performed by the Seller or the Auction Company. The acreage amount listed is only approximate and was obtained from the Gasconade County GIS tax records system and may not agree with the legal description or the actual acreage amount if the Seller conducts a new survey.

<u>Miscellaneous</u>: All decisions of the Auction Company are final as to the methods of bidding, disputes among bidders, increments of bidding and any other matters that may arise before, during, or after the auction. Auction Company reserves the right to deny any person the right to participate in the auction for any reason, or to ban anyone from the auction who attempts to disrupt it.

Age requirement: All bidders must be 18 years of age or older.

Server & software technical issues: In the event there are technical difficulties related to the server, software or any other online auction-related technologies, Schneider Auctioneers, LLC reserves the right to extend bidding, continue the bidding, or close the bidding. Neither the company providing the software nor Schneider Auctioneers, LLC shall be held responsible for a missed bid or the failure of the software to function properly for any reason. Email notifications will be sent to registered bidders with updated information as deemed necessary by Schneider Auctioneers, LLC.

Property Information

Tract #1, 95.63 +/- acres of bare land located at 2008 Old Ferry Road, Morrison, MO 65061 featuring:

- Approx. 1,350 feet of Old Ferry Road frontage
- Approx. 1,480 feet of Gasconade River frontage
- Approx. 24 acres of open pasture land
- Approx. 30 acres of tillable Gasconade River bottom land
- Approx. 41 acres of wooded land

County: Gasconade

Legal description of property:

The North half of the NW ¼ and all of the NW ¼ of the NE ¼, lying West of the Gasconade River, in Section 15, Twp. 44, Range 6 West, in the County of Gasconade, State of Missouri, containing 89.13 acres, more or less.

Taxes paid for the 2021 tax year: \$137.71

School district: Gasconade County R1 - Hermann

Sewer: No septic system or public sewer system in place

Water: No deep well or public water system in place

Electric provider: Three Rivers Electric Co-op

Easements: The sale of this property is subject to any and all easements of record, if any.

Tract #2, 165.17 +/- acres located at 2111 Old Ferry Road, Morrison, MO 65061 featuring:

- 1,300 square foot earth contact home featuring:
 - One bedroom, one bathroom, kitchen, dining room, large great room, utility room
 - Central AC & baseboard electric heat
 - 25'x20' covered carport/patio
 - 23'x10' fully enclosed storage room with concrete floor and double doors (not included in sq. footage listed above)
 - 200-amp electric service
 - 40-gallon electric water heater
 - o Composite siding
 - Metal roof
 - This home is in need of some renovations but would make a great hunting cabin or weekend home
- Restored log cabin which is the original house on the property
 - Approx. 460 sq. feet plus a low ceiling loft upstairs
 - Has electric service, no water
 - Restored 10+ years ago
- Private deep well
- 4 other older small outbuildings in various states of repair
- Approx. 1,330 feet of Old Ferry Road frontage
- Approx. 1 mile of Gasconade River frontage
- Approx. 8 acres of open pasture land
- Approx. 60 acres of tillable Gasconade River bottom land
- Approx. 97 acres of wooded land

County: Gasconade

Legal description of property:

All that part of the West ½ of the NW ¼ of Section 22, Twp. 44 North, Range 6 West, lying North of the drainage ditch containing 47 acres, more or less.

That part of the W ½ of the W ½ of Section 22, Township 44 North, Range 6 West of the 5th P.M., lying south of drainage ditch and Northeast of the Gasconade River, containing 42 acres more or less.

That part of the NE fractional ¼ of Sec. 21 which lies North and East of the main channel of the Gasconade River and South and West of the slough. Also part of the E ½ of the NE ¼ of Sec. 21 described as follows: Commencing at the intersection of the section line between Sections 21 and 22 with the North bank of the slough; thence North 1032 feet; thence West 7 feet; thence South 762 feet; thence Southwesterly 173' to a

point on the North bank of the slough; thence Southeasterly along the North bank of the slough 167 feet to the point or place of beginning, containing 3/8's of an acre, all being situate in Twp. 44 North, Range 6 West.

A strip of land 15 feet in width along the West line of the West ½ of the West ½ of Sec. 22, Twp. 44 North, Range 6 West, lying South of drainage ditch and North of the South line of Held's Island access road, containing less than 1 acre.

Taxes paid for the 2021 tax year: \$806.78

School district: Gasconade County R1 - Hermann

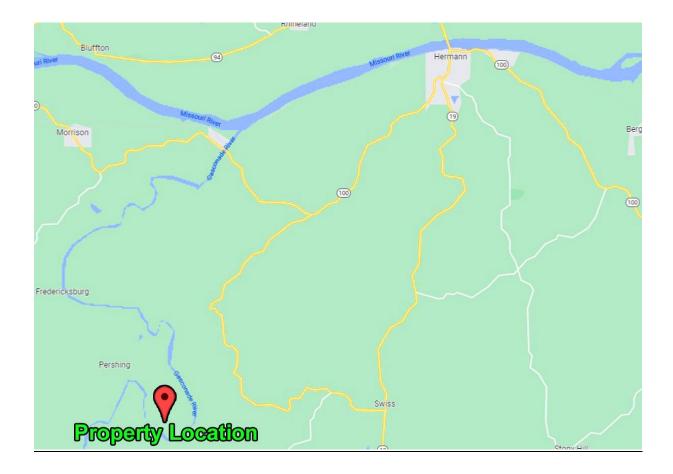
Sewer: Private septic system

Water: Private deep well

Electric provider: Three Rivers Electric Co-op

Easements: The sale of this property is subject to any and all easements of record, if any.

Information was gathered from sources deemed reliable and is believed to be correct. However, the Auction Company does not guarantee. Buyer is to verify all information herein.



Not an official survey. Boundaries shown are approximate and for informational purposes only.





SAMPLE SALE CONTRACT

RECEIVED FROM xxxxxxxxxxxxxxxx, hereinafter called Purchaser, the sum of Ten Thousand Dollars (\$10,000.00), as earnest deposit and as part of the cash consideration for the purchase of the following described property located at xxxx Old Ferry Rd, Morrison, MO 65061, situated in the County of Gasconade, State of Missouri, known or described as:

Legal description of property to be inserted here, together with the improvements thereon and appurtenances, fixtures and equipment thereto belonging including all lighting, built-in heating, cooling and plumbing equipment and fixtures, screens, water heater, trees and shrubs, attached mirrors and built-in cabinets which property is this day agreed to be sold to Purchaser.

The sale price (including 3% Buyer's Premium) is \$xxx,xxx.xx on the following terms:

Earnest deposit made as per this receipt: \$10,000.00

Cash to be paid on closing date of sale as hereinafter fixed (subject to adjustments as herein provided): \$xxx,xxx.xx

Earnest deposit to be retained by Seller, without interest, but Seller shall not be liable for earnest deposit until actually in form of cash in hands of Seller; if sale is closed, earnest deposit to apply on sale purchase price; if sale be not closed by date fixed or accelerated date therefore owing to failure of performance by Purchaser, earnest deposit shall be forfeited by Purchaser, but Purchaser shall nevertheless be bound to fulfillment of contract if so determined by Seller, but this shall not entitle Purchaser to enforce sale. Forfeited earnest deposit shall go to Seller as reasonable liquidated damages.

The sale shall be closed at the office of York Title & Abstract, 1155 Aguilar Dr., Montgomery City, MO 63361, telephone: 573-564-8021, on or before the 6th day of January, 2023.

General taxes based on latest available assessment and rate, and any assessments, to be prorated and adjusted as provided on the basis of 30 days to the month, Seller to have last day; general tax year to run from January 1st. Purchaser to pay all recording fees.

Seller shall furnish general warranty deed, subject to deed restriction, easements, rights-of-way of record, and zoning regulations; general taxes payable in current year and thereafter, and special taxes assessed or becoming a lien after date contract is executed by purchaser; said general and special taxes to be assumed and paid by Purchaser. All fixtures included in this sale are guaranteed by Seller to be paid for in full.

Title shall be marketable in fact; Seller shall provide purchaser proof of title 10 days prior to closing at Seller's cost. If title found to be imperfect and Seller cannot perfect title or obtain title insurance to cover perfection within 60 days after date set for closing, earnest money shall be returned to Purchaser and sale be held for naught.

Seller to pay for warranty deed, proof of title, title insurance premium and one half of Title Company closing costs. Purchaser shall pay for all recording fees and one half of Title Company closing costs. If bank financing is needed by the Purchaser, the Purchaser is responsible for all costs and fees related to bank financing.

If, after contract is executed, the premises be destroyed or damaged by fire, windstorm or otherwise, Seller shall restore same within thirty days if possible and sale closing date shall be extended accordingly, but otherwise purchaser shall have option of canceling or enforcing contract; if enforced, purchaser shall be entitled to insurance; if canceled earnest deposit shall be returned to purchaser.

Seller shall assume risk of such destruction or damage and shall have the obligation to obtain consent of insurance companies to sale contract.

Property to be accepted in its present condition unless otherwise stated in this contract. Seller warrants that they have not received any written notification from any governmental agency requiring any repairs, replacements, or alterations to said premises which have not been satisfactorily made. This is the entire contract and neither party shall be bound by representation as to value or otherwise unless set forth in contract.

Seller does not warrant any of the mechanicals, such as, but not limited to, furnace, hot water heater, electrical, and air conditioning. The property is being sold as is. Seller further makes no representation as to water, sewer systems, or its acceptance under the laws and regulations under the County of Gasconade and State of Missouri.

Seller further makes no representation as to termites or other pests.

The words Purchaser, Seller, and deposit where appearing in this contract shall be construed in the plural, if more than one.

All adjustments referred to in this contract to be made as of closing.

Title and possession to pass when sale is closed. Time is of the essence of this contract.

This contract shall bind the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto place their signatures in execution of this Sale Contract on this 10th day of November, 2022.

PURCHASERS:

SELLERS:

Signature

Signature

Signature

Signature

Exhibit A