



Auction Terms and Conditions

Auction Registration: Onsite auction registration will begin one hour prior to the beginning of the auction. All bidders are required to register with a valid form of photo ID (driver's license) and acknowledge having read and agree to be bound by the auction terms and conditions.

Order of Auction: The property will be offered in one tract as (10+/- acres, home, stables, and outbuildings).

Buyer's Premium: A Ten Percent (10%) buyer's premium shall be added to the winning bid at the auction to arrive at the Total Contract Price to be paid by the winning bidder.

Down Payment and Contract Signing: The successful bidder shall be required to place a non-refundable deposit of Ten Percent (10%) of the Total Contract Price in escrow and sign the purchase agreements, immediately following the conclusion of the auction. The down payment shall be in the form of (cashier's check, personal check or business check).

No Financing Contingency: This is a "cash" sale and financing is not a contingency in the purchase and sale contract for the auction. It is strongly recommended that all bidders arrange any financing needed and ensure they have the proceeds to close the transaction prior to placing any bids at the auction.

Closing: Closing shall take place on or by Friday, November 30th, 2018. Closing shall be held at Lincoln Land Title Inc., 600 E. Elm St., Republic, MO, 65738. Their phone number is (417) 732-8000. The closing agent is Toni Cunningham and the closing company manager is Sandi Zwingle, her direct line is (417) 893-2510.

Title: Seller(s) shall furnish to Buyer an Owner's Policy of Title Insurance in the amount of the total purchase price, at the Sellers expense. Title shall be transferred by General Warranty Deed.

Possession: Possession of the property shall be given to the Buyer upon successful closing of said sale and transfer of title.

Easements: The sale of the property is subject to any and all easements of record.

Mineral Rights: The seller's share of mineral rights (if any) shall be conveyed to the buyer at closing.

Survey: Sellers are not required to provide a survey of the property. If the buyer desires a survey, it shall be at the buyer's sole expense.

Taxes: The 2018 taxes shall be prorated to the date of closing. The 2017 and all previous taxes will be paid by the seller.

Agency: United Country – Lowe Realty and United Country - Kansas City Auction and Realty, their agents, auctioneers, brokers and representatives are Exclusive Agents of the Seller(s).



Special Announcements: None at this time.



Broker Participation: Any properly licensed broker which registers and represents a successful buyer at the auction shall be entitled to a Two Percent (2%) Buyer's Broker fee, based on the total contract price. The Buyer must not already be working with or have been contacted by the auction company either personally or by electronic or direct mail marketing. The Buyer's Broker registration form is available from the auction company at (417) 637-2040 or found online at www.route66auction.com or www.AuctionKansasCity.com, and must be completed and returned no later than 48 hours prior to the auction date.

Video & Photography: Videotaping, flash photography and/or public announcements will ONLY be allowed on auction day with prior written approval from the Auctioneer.

Pre-Auction Sales: As an exclusive agent for the Seller, the Auctioneer shall present any and all bona fide written offers to the Seller, which may be created outside of the bidding platform. Therefore, all properties are subject to pre-auction sales. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion.

Disclaimers: All information is taken from sources believed to be reliable, but is subject to verification by all parties relying on it. Any and all drawings, sketches, dimensions are approximate. No liability for its accuracy, errors or omissions is assumed by the seller or the auction company. All bidders are responsible for conducting their own inspection, inquiries and due diligence concerning the property being offered and are encouraged to satisfy themselves prior to placing any bids at the auction. The property is being offered "AS IS, WHERE IS" and no warranties or representations either expressed or implied are being made by the seller(s) or the auction company. All information contained in the advertising and all related materials are subject to the terms and conditions outlined in the purchase sale agreement. All dollar amounts stated in the terms and conditions or otherwise shall be in U.S. currency, only. Any announcements made the day of auction shall take precedence over any previously printed material or any other oral statements made.

SELLER DATE BUYER DATE

SELLER DATE BUYER DATE