

Premier Ranch Auction

Friday
SEPTEMBER 25, 2026
Real Estate Auction

Saturday
SEPTEMBER 26, 2026
Farm Machinery/Cattle
Equipment Auction

**COMPLETE & TOTAL
LIQUIDATION OF**

W\$C

Wall Street Cattle Co.

14900 Hwy KK, Lebanon, MO 65536

1566 ACRES

mostly contiguous with improved
pastures offered in multiple tracts

21,644 SQ FT EVENT CENTER

commercial kitchen, bridal suites,
bars, outdoor amphitheater, high-
quality sound system

25,600 SQ FT SALE FACILITY

with permanent holding pens and
horse stalls

7 very well-maintained HOMES

Abundant automatic waterers, fence
line bunks, quality fencing

Modern cattle working facilities

Wheeler 

AUCTIONS & REAL ESTATE

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LACLEDE COUNTY

PREMIER RANCH AUCTION

REAL ESTATE:

FRIDAY, SEPTEMBER 25, 2026 | 10 AM

PERSONAL PROPERTY:

SATURDAY, SEPTEMBER 26, 2026 | 10AM

PRE-AUCTION PROPERTY VIEWINGS

WEDNESDAY, SEPTEMBER 2, 2026 | 1PM TO 4PM

THURSDAY, SEPTEMBER 3, 2026 | 8AM TO 12PM NOON

THURSDAY, SEPTEMBER 24, 2026 | 10AM TO 4PM

AUCTION LOCATION:

**Wall Street Cattle Co- The Exchange Center
14900 Hwy KK, Lebanon, MO 65536**

Directions to Auction Location: From the west edge of Lebanon, MO at the traffic light at the junction of West 7th Street, Hwy. 5, and North Jefferson Avenue, go west on Hwy. 64 4.3 miles to Hwy. KK, turn left and go south 2.5 miles to the auction site on the left.

NOTE: According to the Laclede County FSA, The Wall Street Land Co has not participated in any FSA programs.



AUCTION TERMS AND CONDITIONS

Procedure: Property shall be sold subject to confirmation of final bid of individual tracts, combination of tracts or entire offering by seller or sellers at the conclusion of the bidding process.

Down Payment: 10% Down day of auction with the balance due at closing in 30 days or less. **YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING**, be sure you have arranged financing, if needed, and are capable of paying the balance at closing.

Title: The title, title insurance and deed preparation and closing costs to be split 50/50 between the Sellers and Buyer.

Possession: The buyer(s) will get full possession at closing.

Mineral Rights: The sale shall include 100% of the mineral rights owned by the sellers.

Easements: Sale of the property is subject to any and all easements on record.

Acreage/Survey: Current acreage is approximate and has been estimated based on current legal descriptions and/or aerial photos. Once new survey is completed and acreages are available we will update the acreage amounts and use the new surveyed acres for the multipliers in the contracts and closings. Survey is being completed by All State Consultants, 3312 LeMone Industrial Blvd., Columbia, MO 65201.

Auction Method: The property will be sold in eighteen tracts. We will offer the following tracts by the acre using the choice and privilege method of sale. The successful bidder will have the right to select one or more of these tracts at that bid amount multiplied by the surveyed acres. These tracts include 3, 4, 5, 8, 11, 13, 15, 16, 17.

At the conclusion of the choice and privilege tracts, we will offer the remaining tracts by the total dollar amount on a stand alone basis until we have completed all of the tracts. These tracts include 1, 2, 6, 7, 9, 10, 12, 14, 18.

Taxes: The Seller will pay all the 2026 property taxes.

Closing: Anticipated closing date shall be on or before **Monday, October 26, 2026** conducted at the offices of **Hogan Land Title, 288 E Commercial St., Lebanon, MO 65536, (417) 532-5333.**

Agency: Wheeler Auctions & Real Estate and its representatives are Exclusive Agents for the sellers.

Disclaimer: The property is being sold on an "as is, where is" basis, and no warranty or representation, either express or implied, concerning the property is made by either the sellers or the auction company. Each bidder is responsible for conducting its own independent inspections, investigations, and all due diligence concerning the property and the auction. Information contained in this brochure is subject to verification by all parties relying on it. Diagrams/dimensions in this brochure are approximate. Acreage is estimated. All information contained in this brochure and any related materials are subject to the terms and conditions of sale outlined in the purchase contract. Auction conduct and bidding increments are at the sole direction and discretion of the auctioneer. All decisions of the auctioneer are final. The sellers and the Auction Company reserve the right to preclude anyone from bidding if there is a question as to the person's credentials, fitness, intent, etc.

New Data, Corrections and Changes: Please arrive prior to scheduled auction time to inspect any changes, corrections or additions to the property information. **ALL ANNOUNCEMENTS AND INFORMATION GIVEN FROM THE AUCTION PODIUM SHALL TAKE PRECEDENCE OVER PREVIOUSLY PRINTED OR STATED ADVERTISEMENT.**



Tract 1 The Exchange Center 14900 Hwy. KK Lebanon, MO 65536

A twenty acre +/- parcel with an impressive **21,644-square-foot event center** is thoughtfully designed to accommodate events of every size, from intimate candlelit dinners to large-scale concerts featuring A-list entertainers. Equipped with a top-tier sound system, professional projection capabilities, and exceptional amenities, this one-of-a-kind venue offers endless possibilities for weddings, corporate events, concerts, galas, and private celebrations.

The property is being offered **turnkey**, including all tables, chairs, commercial kitchen equipment, and event furnishings, allowing the new owner to begin hosting events immediately.

Inside, you'll find multiple event spaces, several stocked bars, ample restroom facilities, private office spaces, and multiple suites with private restrooms. The venue also features a spacious indoor stage, providing an ideal setting for live performances and presentations.

Outdoors, guests can enjoy a stunning amphitheater overlooking a picturesque lake and sandy beach, creating the perfect backdrop for unforgettable events and breathtaking sunset views.

Every detail of this remarkable facility reflects exceptional craftsmanship, thoughtful design, and versatility. This is truly a one-of-a-kind property that must be seen in person to fully appreciate everything it has to offer.

Blue prints for The Exchange are available for inspection upon request.



Tract 2 Wall Street Cattle Co Sale Barn 14900 Hwy. KK Lebanon, MO 65536

Equine and livestock marketing facility

A 20 acre +/- tract that has a versatile **25,600-square-foot livestock and entertainment facility** is designed to accommodate a wide range of agricultural, equestrian, and special events. The property features horse stalls, a spacious indoor riding arena, and a professionally designed livestock handling system, making it ideal for livestock sales, horse events, rodeos, clinics, and agricultural exhibitions.

At the heart of the facility is a built-in livestock auction ring complete with an auction block, bleacher seating, and chairs, providing everything needed to host successful livestock auctions and related events. The flexible layout also allows the venue to be adapted for community gatherings, trade shows, banquets, and other entertainment or special events.

With its combination of livestock amenities, equestrian facilities, and event-hosting capabilities, this exceptional property offers outstanding versatility for agricultural businesses, event operators, and investors alike.



Tract 3

Tract 3 consists of 305 +/- acres, it lies just west and south of The Exchange Center and The Sale Barn tracts, and directly across Hwy. KK from the Farm Office. It has frontage and access from Hwy. KK along the north end and Foxtail Rd. all along the westside. It is fenced and cross fenced and has automatic waterers that are hooked to a deep well and rural water. Rural water is available along Hwy. KK. This tract is primarily open and used for permanent pasture and hay production.

A portion of this tract lays well enough that it was used for producing corn silage. The remainder of this tract has some scattered trees, fence rows, ponds, and a small patch of mature timber along the south line. For easy year around access this tract has a good gravel driveway all the way through it and the road runs from the gates on Hwy. KK all the way to Foxtail Rd. on the east side. There are no permanent or large structural improvements on this tract.



Tract 4

Tract 4 consists of 40 +/- acres and has frontage and access from Foxtail Rd. all along the east side of the tract. It is virtually all open and in permanent pasture and hay production, with the exception of a small patch of mature timber in the southeast corner, a wooded fence row along the south line, and a pond. This tract is fenced, hooked to rural water and has automatic drinkers on it. There are no structural improvements on this tract.



Tract 5

Tract 5 consists of 38 +/- acres. It has frontage and access from Foxtail Rd. that runs along the east side of the tract. It is virtually all open with just a few scattered trees and currently being used for permanent pasture and hay production. It is fenced, hooked to rural water and has automatic drinkers on it. Improvements include a 28' X 40' and a 30' X 40' barn style buildings in the northeast corner of the tract, that are being used for storage and gathering point for catching cattle.



Tract 6 14195 Hwy. KK | Lebanon, MO 65536

Tract 6 consists of 26 +/- acres and a beautiful home and outbuilding, located at 14195 Hwy. KK Lebanon, MO 65536, with frontage access along Hwy KK on the south and McClurg Dr. along the west side. This tract has some open area on the east with the balance being in scattered trees and mature timber. Improvements on this tract includes a 2002 built, two story, 2540 sq ft home, with vinyl siding, shingle roof, thermal pane windows and doors, full length covered front and back porches, sitting on a concrete footing and foundation. The home has 6 bedrooms and 3 full baths, with carpet and vinyl flooring, wooden kitchen cabinets, with Formica counter tops. It is hooked to rural water and a functioning septic system. The house has a Trane electric furnace with central air. All appliances stay with the home.

In addition to the house there is a 12' X 24' metal-clad building on runners, with thermal pane windows, mini split heating and cooling unit, and 5' covered front porch and a couple other smaller buildings on this tract used for storage.



Tract 7 22851 McClurg Dr. Lebanon, MO 65536

Tract number 7 consists of 19 +/- acres. It is primarily open and currently in permanent pasture and hay production. It has frontage and access from McClurg Dr. that run along the east side of the tract. It has rural water and is fenced and cross fenced. Improvements include a 2011 built log home with 1440 sq.ft of living space. The home has two bedrooms and two full baths, open floor plan with large kitchen, dining, and family room. It has central heat and a/c. It has a metal roof and spacious wrap around partially covered porch that sits on a concrete footing and foundation. The house is hooked to rural water and has a functioning septic system. All appliances stay with the house.

In addition, another improvement is the 2011, 30' X 48' barndominium has an open floor plan with large kitchen, dining, and family area, with 3 bedrooms, 1 full bath, thermal pane windows, central heat, and a/c. The barndominium is a pole frame structure with full concrete floor. It is built on a concrete footing and foundation, with metal roof and siding, it has dry wall interior and central heat and A/C. This building is hooked to rural water and has a functioning septic system.

There is also a 24' X 48' barn/livestock/shed on this tract, plus another 12' X 12' livestock shelter.



Tract 8

Tract 8 consists of 33 +/- acres that has frontage and access from McClurg Dr. which runs down the east side of the tract. It is fenced, all open and currently being used for permanent pasture and hay production. It has rural water and an automatic drinker. In addition, it has a functioning sucker rod corral system on it perfect for catching and working cattle. Also, this tract has a large well stocked lake with a tree-covered island on it, ideal for an additional water source or recreation. It is a beautiful stand-alone tract suited for building your new country estate home, for some additional pasture for your existing cattle operation, or as an addition to either tracts 7 or 9.



Tract 9 23175 McClurg Dr. Lebanon, MO 65536

Tract 9 consists of 8.31 acres. It is virtually all open and currently used for permanent pasture and hay production. It has frontage and access from McClurg Dr. that runs along the eastside of the tract. It has rural water and a functioning septic system. It includes a 2014 model ranch style home on it that has 2084 adjusted sq ft of living space, that sits on a concrete footing and foundation, with vinyl siding and a metal roof, with a full length cover front porch. It has an open floor plan with kitchen/dining room and living room all open, then 3 bedrooms and 2 full baths, lots of closets and a utility room. This tract has an outside hot tub, and the house has thermal pane windows, central heating, and a/c. All appliances stay with the house.

There is also a 40' X 60' detached pole frame garage on this tract, it has metal siding and roof, is wired, and has 3 overhead doors, plus a walk-in door and windows. The shop has a full concrete floor radiant LPG heat, central AC, and a 2 post, electric/hyd. auto lift.



Tract 10

The Farm Office tract. Tract 10 consists of 207 +/- acres, with lots of quality cattle working facilities, machine and livestock buildings, farm support structures, and a very comfortable office for vet and staffing headquarters. This tract has frontage and access on the north end from Fleming Rd, along the east end from Hwy. KK, and on the westside it has frontage and access from McClurg Dr. with a very good permanent gravel road that runs through the entire tract. The main building primarily 2 connected structures, the office portion is 36' X 40' and the pole structure covering the pens is 72' X 120'. The pole frame structure houses an attractive finished office space and storage area, that is connected to a large set of indoor and outdoor sucker rod corrals, with a Silencer hydraulic cattle chute and alley way system, (The Silencer chute and alley way will be offered separate along with the personal property auction on Saturday). The office space is set up for a receptionist, farm manager, and other key employees to have private working space. It has drywall interior, central heat, and air conditioning, along with restroom facilities. There is also space here for a vet to work out of with ample closet space to store vet supplies and equipment. This building and related support structures are where Wall Street Cattle Co worked and treated the bulk of their cattle. It is set-up for easy access and convenient livestock moving and handling in large numbers. This complex is hooked to rural water and the office has a functioning septic system. Another building on this tract includes a 46' X 75' pole barn with tin roof and siding, with interior pens. There is also a 34' X 48' open front, pole frame building with tin roof and siding that was used for machine storage. In addition, there are several other smaller buildings that are being used for additional storage. The bulk of this tract is open and currently being used for permanent pasture and hay production, the balance is small patches of mature timber and some scattered trees, and ponds. This tract is fenced and cross fenced with well-placed automatic waterers, perfect for summer grazing.



Tract 11

Tract 11 consists of 60 +/- acres and lies directly across Hwy. KK from the Exchange Center and the Sale barn complex. It has frontage and access from Hwy. KK along the south side. This tract is fenced and has automatic cattle drinkers on it. It is virtually all open and currently being used for permanent pasture and hay production, with the balance being some scattered trees, wooded fence rows, and a couple small patches of mature timber.

There are no structural improvements on Tract 11.

**Tract 12** 14123 Fleming Rd. Lebanon, MO 65536

“The Nutter House” consists of 31 +/- acres. It has frontage and existing access from Fleming Rd. which runs along the south side of the tract. It is open in the southwest corner, with the remainder in scattered trees, mature woods, a pond, and a homestead.

There is 1504 adjusted sq ft, 3 bedroom home on tract 12 that is a single-story structure with vinyl siding, a shingle roof, and 10' X 31' covered back porch. The house is hooked to deep well water and has a functioning septic system. It has a central forced furnace and air conditioning. All appliances stay with the home.

In addition, there is a 25' X 28' barn, some smaller utility type storage buildings, and a detached metal carport.



Tract 13

Tract 13 consists of 327+/- acres. It lays north of the Nutter (Tract 12) and Rock house (Tract 14) tracts. It has frontage and access from Fleming Rd. on the south and McClurg Dr. all along the west side. It has no structural improvements; however, it is fenced and cross fenced. It has automatic cattle drinkers using well water from Tract 14 on this tract and has no access to rural water. This tract is primarily open and currently being used for permanent pasture and hay production with the balance in wooded fence rows, some wooded draws and patches of mature timber.



Tract 14 14781 Fleming Rd. Lebanon, MO 65536

Tract 14 consists of 77+/- acres, with frontage along the south line on Fleming Rd. and access from a private gravel driveway that runs up along the eastside then turns west and runs across the tract to the homestead and other improvements, that lie in the northwest corner of the tract. This tract is referred to as the Rock House tract that has a 1960s built 2,666 adjusted sq ft ranch style house. The house has native stone/vinyl exterior with a metal roof and sits on a concrete footing and foundation. Three bedrooms, two full baths, large living room, a kitchen with oak cabinets, and a beautiful native stone fireplace, with carpet and original solid oak hardwood flooring. The home has a functioning septic system, and a detached metal carport. The house has a LPG forced air furnace and central a/c. Two deep wells on tract 14 that service the house, cattle drinkers (also services Tract 13), and outside hydrants. All appliances stay with the home. It is currently occupied by the farm manager.

Other improvements include a 20' X 50' pole frame structure with a lean to shed on each side and large concrete pad, a 15' X 103' covered feed bunk, with feeding equipment, that sits on a 41' X 134' concrete pad, next to the silos. It also includes a 40' X 101' Quonset building, with concrete floor. (with damaged roll back doors), old hip roof barn with pole frame lean to structure on the front of it used for working cattle. (1) 80' Harvestore w/Harvestore unloader, (1) 30' Harvestore with 6" horizontal unloading auger. In addition, there are several other smaller shed/ barn type structures used for livestock shelters, and or hay or machinery storage.

The remainder of tract 14 is basically all open and currently being used for hay production and permanent pasture.

Tract 14 water is supplied via well.



Tract 15

Tract 15 consists of 320 +/- acres, it has frontage and access from Fleming Rd. which runs along the southside the tract, an all-season gravel driveway along the east side accesses the barns and other improvements on this piece. Tract 15 has lots of open pasture on it that is being used for permanent year around grazing and hay production. The balance is wooded pasture with scattered trees and areas of mature trees. This tract is fenced and cross fenced, has a deep well for automatic drinkers with a large functioning sucker rod corral system on it for gathering and working cattle.

Structural improvements on Tract 15 include a 26' X 41' pole frame, metal clad, open front, hay/machinery shed, a 30' X 120' open front, steel frame building with metal roof and siding for hay/machinery storage, and an older 24' X 40' hip roof barn.

**Tract 16**

The property is located on Hwy. KK near 64 Hwy, consists of 8 acres. It has frontage and access from Hwy. KK that runs along the entire east side of the tract. This tract is virtually all open and currently being used for permanent pasture and hay production. There are a few scattered trees and a pond on the west end of the tract. Rural water and electricity are available. There are no structural improvements on this tract. A great location close to Lebanon and just south of Hwy. 64.

Tract 17

Tract 17 consists of 18+/- acres that has access along the west end on Hwy. KK and joins the school property along its south line. It is primarily open with some scattered trees and a patch of mature timber in the northwest corner. It has rural water and electricity available. MFA has been leasing this piece for test plots, however there are no future tenant rights, and the buyer will get full possession at closing. There are no structural improvements on this tract. Perfect location for a new house with enough room for a small livestock project.

**Tract 18** 22961 Normandy Dr. Lebanon, MO 65535

Tract 18 consists of 2.0 +/- acres with frontage on Hwy. KK along the north side and frontage and access off Normandy Dr. that runs down the east side of the tract. This parcel sets diagonally southwest across Normandy Rd. from the school. It has rural water on it and a functioning septic system and is basically all open with a mature lawn and some beautiful mature shade trees. It has 1996 model 15' X 76' mobile home that has vinyl siding and a shingle roof, a front porch, and a 10' X 20' enclosed back porch. All appliances stay with the home. In addition to the mobile home there are several other smaller utility type structures on this tract.



AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

THIS AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION (later called the "Agreement"), made and entered into as of this 25th day of September, 2026 by & between Wall Street Cattle Company (collectively later called the "Seller"), and

and/or assigns (later called the "Purchaser"), as the highest bidder on the property (as defined in Paragraph 1) at the public auction on this date (the "Auction"), is made subject to the following terms, covenants and conditions:

1. **PROPERTY:** (initial the appropriate tract(s) for this purchaser)

_____ Tract 1— The Exchange Center, 14900 Hwy KK, Lebanon, MO 65536—20 Acres M/L

_____ Tract 2— Wall Street Cattle Co Sale Barn, 14900 Hwy KK, Lebanon, MO 65536—20 Acres M/L

_____ Tract 3— 301 +/- Acres

_____ Tract 4— 40 +/- Acres

_____ Tract 5—38 +/- Acres

_____ Tract 6— 14195 Hwy KK, Lebanon, MO 65536— 30 +/- Acres

_____ Tract 7— 22851 McClurg Dr, Lebanon, MO 65536— 19 +/- Acres

_____ Tract 8— 33 +/- Acres

_____ Tract 9— 23175 McClurg Dr, Lebanon, MO 65536— 8.31 Acres

_____ Tract 10— Farm Office Tract— 201 +/- Acres

_____ Tract 11— 60 +/- Acres

_____ Tract 12— 14123 Fleming Rd, Lebanon, MO 65536— 20 +/- Acres

_____ Tract 13— 370 +/- Acres

_____ Tract 14— 14781 Fleming Rd, Lebanon, MO 65536— 77 +/- Acres

_____ Tract 15— 320 +/- Acres

_____ Tract 16— 8 +/- Acres

_____ Tract 17— 18 +/- Acres

_____ Tract 18— 22961 Normandy Dr, Lebanon, MO 65535— 2.0 +/- Acres

Purchaser hereby acknowledges and understands that the Property is being sold on an "as is where is" basis. Purchaser further acknowledge that this Agreement is **NOT CONTINGENT** upon financing and that failure to close this transaction on or before **Monday, October 26, 2026** (as scheduled between the Purchaser, Seller, and **Hogan Land Title** due to any delay caused by Purchaser shall constitute a forfeiture of the Earnest Money.

2. **PURCHASE PRICE:** Purchaser agrees to pay to the Seller the total sum of

(the "purchase price") subject to acreage determination by survey.

Purchase price is figured from:

Upon execution of this agreement, the Purchaser will pay by check and not in cash

(which amount is equal to ten percent (10%) of the Purchase Price as Earnest Money made payable to and to be held in the escrow account of **Hogan Land Title** as escrow agent, there under for delivery to the Seller at the time of closing or as otherwise provided for herein.

The balance of the Purchase Price shall be paid by Purchaser to the Seller at closing in cash or form of payment acceptable to the Seller.

3. **TITLE:** Seller shall furnish Purchaser with an Owners Title Insurance Commitment (Title Commitment), issued by Hogan Land Title. Title insurance premium policy is to be split 50/50 between the buyer(s) and seller. The Title Commitment shall commit the subject title company to issue Purchaser its standard owner's policy in the amount of the purchase price, showing title to the Property in the name of the Seller. In the event that the Seller is unable to convey the Property in accordance with the terms of this agreement, Purchaser shall elect to either (a) take the Property encumbered with the objectionable exceptions to the title and waive any and all objections thereto without abatement of the Purchase Price, or (b) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect.

4. **SURVEY:** Survey is currently underway and being conducted by All State Consultants LLC, 3312 LeMone Industrial Blvd., Columbia, MO 65201, survey is being provided at Seller's expense. The new survey reflecting the legal description, acreage and boundary lines for any Tract of the Property where there is no existing legal description or where new boundaries are created by the divisions of Tracts at the Auction. Sale price will be calculated on a per acre basis determined by the survey.

5. **CLOSING AND POSSESSION:** The "Closing" shall take place on or before Monday, October 26, 2026 at the office of Hogan Land Title, at a time designated by the Seller and agreed upon by Purchaser. Concurrently with the Closing, Purchaser shall pay to the Seller the Purchase Price, less the Earnest Money as provided for herein. Upon full receipt of the entire Purchase Price by Seller, Seller shall deliver to Purchaser special warranty deeds from each selling entity conveying title in the property to the Purchaser. Purchaser shall pay the charge for recording the Deed. Seller and Purchaser agree to execute any real estate transfer declarations required by the state, county or municipality in which the Property is located. The Seller and Purchaser agree to provide and to execute such further documents as may be necessary or customary to close this Agreement (e.g., Seller Affidavit; FITPTA Affidavit; Organizational documents and closing statement) Closing fees to be split equally.

6. **CASUALTY:** Seller will keep the Property and Improvements insured until closing. If the improvements on the property are substantially damaged or destroyed by fire or other casualty prior to closing, then Buyer will have the option of accepting all of the insurance proceeds and proceeding to close this Agreement, or terminating this Agreement. If this Agreement is terminated due to this paragraph then the earnest money will be returned to the Buyer.

7. **WARRANTIES:** Purchaser acknowledges that Purchaser has been given an opportunity for a full inspection of the property and related information and further acknowledges with respect to this agreement that Purchaser is satisfied in all respects with the condition of the Property and all matters pertaining thereto. Purchaser accepts the Property "as is" and in its present condition with Purchaser assuming risk thereof. Purchaser understands that Seller makes no warranty or representation of any kind, either implied or expressed or arising by particular purpose of the Property or any portion thereof, and in no event shall Seller be liable for consequential damages. Purchaser acknowledges that Seller has not agreed to perform any work on or about the Property as a condition of Purchaser's purchase of it.

8. **MINERAL RIGHTS:** One hundred percent (100%) of the mineral rights owned by Seller with respect to the Property, if any, shall be conveyed to Purchaser at Closing.

9. **REAL ESTATE TAXES AND ASSESSMENTS:** The new buyer(s) will get full possession at closing.

10. DEFAULT: If Purchaser fails to perform any obligation imposed by this Agreement, Seller may serve written notice of default upon Purchaser and if such default is not corrected within ten (10) days thereafter, then, at the option of the Seller, this Agreement shall terminate and the Seller shall be entitled to retain the Earnest Money paid hereunder as liquidated damages. The foregoing remedy in the event of default is not intended to be the exclusive remedy of Seller, and Seller shall have the right to seek any other remedies available at law or equity, including but not limited to specific performance. Default by Purchaser shall entitle Seller to court costs and reasonable attorney's fees incurred in enforcing the provision of this Agreement.

In the event of failure of Seller to perform the obligations imposed by this Agreement, Purchaser's sole remedy hereunder is to terminate this Agreement and receive a refund of the Earnest Money upon similar notice served upon Seller and similar expiration time period.

The Escrow Agent, upon receiving an affidavit from the non-defaulting party stating that this Agreement has been terminated as provided herein, shall be entitled to rely upon such affidavit and shall deliver the earnest money to the non-defaulting party.

11. ENVIRONMENTAL: The Purchaser acknowledges that the Seller has not made and hereby disclaims any and all representations and warranties, either express or implied, regarding the environmental condition of the Property. The Purchaser shall rely upon its own independent investigation, inspection, inquiry, analysis, and due diligence to evacuate and ascertain the environmental condition of the Property. The Purchaser has been advised that the Property is being sold "as is, where is" and that Seller is not representing or warranting that the condition of the Property is in accordance or compliance with any past, present, or future federal, state or local environmental laws, regulations, requirements, or standards.

As a matter of corporate policy, Seller makes it a practice to expressly advise any purchaser that the improvements on the Property include materials, which may contain asbestos, and encourages Purchaser to investigate specifically whether asbestos containing materials exist on the Property.

12. PROVISIONS RELATING SPECIALLY TO SELLER/TRUST/ TRUSTEES/ EXECUTOR AND THEIR RESPECTIVE SPECIAL CIRCUMSTANCES: Trustee/Executor Disclaimer. Each fiduciary comprising Seller executes this instrument only in its representative capacity and shall not be bound or obligated hereunder except in such capacity. Purchaser acknowledges and agrees that this Agreement is made by such fiduciaries solely in their fiduciary capacity as described in the signatures affixed hereto, and that such fiduciaries shall not be liable for any breach or any failure to perform any obligation under this Agreement except from assets held in the fiduciary capacity described.

13. PROVISIONS RELATING TO THE AUCTION COMPANY/ AUCTIONEER/BROKERS/FINDERS/AGENTS:

(a) This Agreement is solely between Seller and Purchaser. Wheeler Auctions & Real Estate, L.L.C. (the "Auction Company") and its licensed auctioneers are employed by the Seller. The Auction Company and its auctioneers shall not be liable for any patent or latent defects or deficiencies existing in the Property, improvements or other appurtenant structures thereon, nor for any information provided to the Purchaser. The Purchaser acknowledges that it has conducted its own independent investigations, inspections, inquiries and due diligence concerning the Property.

(b) Commission. Notwithstanding any other provisions of this Agreement, the right to commission, if any, payable to any agent representing either party to this Agreement shall not vest until the transaction is closed, and shall be payable only out of proceeds of closing and said agent shall have equal right to any portion of Earnest Money forfeitures.

14. IRS 1031 TAX EXCHANGE DECLARATION (Optional):

It is agreed between the purchaser(s) and seller(s) that a material part of the consideration to the Purchasers for purchasing is that the Purchaser has the option to qualify this transaction as part of a tax-deferred exchange under Section 1031 of the Internal Revenue Code of 1986 as amended. Sellers agree that Purchaser may assign this Agreement to an exchange intermediary of Purchasers choice. Purchaser agrees that any and all additional expense, if any, shall be borne by Purchaser and Sellers agree to fully cooperate to complete the exchange.

Seller hereunder desires to exchange, for other property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended and the Regulations promulgated there under, fee title in the property which is the subject of this Contract. Seller expressly reserves the right to assign its rights, but not its obligations, hereunder to a Qualified Intermediary as provided in IRC Reg. 1.1031(k)-1(g)(4) on or before the closing date.

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Seller hereunder desires to exchange, for other property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended and the Regulations promulgated there under, fee title in the property which is the subject of this Contract. Seller expressly reserves the right to assign its rights, but not its obligations, hereunder to a Qualified Intermediary as provided in IRC Reg. 1.1031(k)-1(g)(4) on or before the closing date.

15. MISCELLANEOUS:

(a) Jurisdiction. This agreement shall be construed in accordance with the laws of the State of Missouri. Any provision of this Agreement which is unenforceable or invalid, or the inclusion of which would affect the validity, legality, or enforcement of this Agreement shall be of no effect, but all the remaining provisions of the Agreement shall remain in full force and effect.

(b) Entire Agreement. This Agreement contains the entire agreement of the parties and no representations, warranties or agreements have been made by either of the parties except as set forth in this Agreement.

(c) Heirs, Successors and Assigns. This Agreement shall ensure to the benefit of and shall be binding upon the Seller and Purchaser and their respective heirs, successors, and permitted assigns, provided, however, that Purchaser may not assign its rights or obligations hereunder without the prior written consent of the Seller.

(d) Time is Of the Essence. The time for performance of the obligations of this Agreement is of the essence.

(e) Notice. All notices shall be in writing and shall be deemed to have been properly delivered as of the time of delivery if personally delivered or as of the time deposited in the mail systems if sent by United States certified mail, return receipt requested, and postage prepaid.

16. FSA/NRCS: Seller is obligated to maintain (if any) the current FSA Program and Basis on the above listed real estate. Buyer agrees to the division of FSA Program data as a percent of cropland acres per tract. Buyer assumes the responsibility of any and all FSA or NRCS Programs currently in place. Buyer will be required to maintain and comply with FSA regulations of the CRP contract.

17. Tenant Rights: There are no current or future tenancies.

18. SPECIAL AGREEMENTS (if any):

IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

SELLER:

Address_____

City, State, Zip _____

Phone _____

Email _____

Date _____

PURCHASER:

Address_____

City, State, Zip _____

Phone _____

Email _____

Date _____

Lender Contact _____

TITLE COMPANIES INFORMATION:

Name: Hogan Land Title

Address: 288 E Commercial St, Lebanon, MO 65536

Phone: (417) 532-5333