



**Online Real Estate Auction Bidder Information Packet
for:**

1716 South Hwy 19, Hermann, MO 65041

**Bidding open now and begins to close Thursday, August
15th 2019 at 7:00 PM Central Time**



www.SchneiderAuctioneers.com

**For questions or a private showing of the property please call 573-291-8075 or
573-834-2207.**

Auction Information

THIS IS AN INTERNET ONLY AUCTION, no live auction will be held. If you prefer to turn in an absentee bid in person, please call 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 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 online bids.

STAGGERED/DYNAMIC CLOSING: The auction will begin closing on Thursday, August 15th 2019 at 7:00 PM Central Time. The closing time will be automatically extended an additional 2 minutes whenever a bid is placed within the last 2 minutes of the auction. **Please note: Tract 2 will be scheduled to close 5 minutes after Tract 1. If the bidding extends at the end of the auction on Tract 1, Tract 2 will also extend accordingly by the same amount of time. It is strongly advised that bidders who are wanting to possibly purchase both tracts do not bid on Tract 2 until they are certain they are the winning bidder on Tract 1 after it closes. Bidders will still have 5 minutes to bid on Tract 2 after the close of Tract 1. If you have questions about this process, please call the Auction Company.**

Deposit: The winning bidder is required to bring a deposit of \$5,000.00 per tract purchased to the property location 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 60 days when good title & possession will be granted.

This property sells to the highest bidder regardless of price.

This property sells AS-IS without warranty. This property sells without contingencies. Any inspections or financing needed by the buyer must be made before the auction at the buyer's expense.

Buyers Premium: A 3% buyer's premium will be added to the final bid. Example: If you bid \$100,000.00, the total sale price at closing will be \$103,000.00 plus closing costs.

The auctioneer reserves the right to cancel, suspend, extend or reschedule an auction event or to make changes to the auction closing times only in the event of any unforeseen technical or legal problems.

Possession & Closing: The sale shall be closed within 60 days of auction closing at the office of York Title & Abstract, 1155 Aguilar Dr., Montgomery City, MO 63361- Telephone: 573-564-8021 on or before the 14th day of October, 2019. The seller at closing will convey good and marketable title. Buyer & Seller will be responsible for customary closing costs issued by the title company of which all can be seen in our sample sale contract shown below.

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

Directions to property: from the south side of the City of Hermann, take Hwy 19 south approx. 7 miles to the property located on the left. Auction signs will be posted at driveway.

Tract #1: 90.42 surveyed acres including:

- 1,280 square foot 1911-era two story farmhouse that includes:
 - 3/4 bedrooms
 - 1 bathroom
 - Central AC w/propane gas furnace, system was new in 2017
 - 50 gallon electric water heater
 - Antique iron parlor wood stove
 - 100 amp electric service
- Newer 30'x40' pole building with two sliding doors and electric
- Newer 35'x36' pole building with two sliding doors and electric
- 5 acre stocked lake with floating covered dock
- Approx. 15 acres of open hay fields
- Approx. 70 acres wooded
- Approx. 2,092 feet of Hwy 19 road frontage

County: Gasconade

Legal Description of land: the Northwest quarter, being North of MO Route Z and East of MO Route 19, Section 35, Township 45 North, Range 5 West, Gasconade County, MO containing 90.42 Acres.

Year Home Was Built: approx. 1911

Taxes: For the year 2018 approximately \$675.00

School District: Gasconade County R1

Sewer: Older private septic system

Water: Private deep well

Electric: Three Rivers Electric Co-op

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

Tract #2: 48.02 surveyed acres including:

- Approx. 15 acres of open hay fields
- Approx. 33 acres wooded
- Approx. 505 feet of Hwy 19 road frontage
- This tract does not have any driveway or entry from Hwy 19. The purchaser will be completely responsible for construction of new road into property from Hwy 19.

County: Gasconade

Legal Description of land: That part of the South Half of the Southwest Quarter, being South and East of Missouri Route 19, Section 26, Township 45 North, Range 5 West, Gasconade County, MO, being described as follows:

Beginning at the intersection of the South line of said Section 26 and the East line of Said MO Route 19; thence along said East line North 35°06'00" East, a distance of 505.72 feet to the Northwest corner of property of Held, as per Deed Book 0317, Page 0444, and also as per survey by LS 1865, July, 1997; thence along said Survey as follows: South 07°43'00" East, a distance of 180.80 feet; thence South 02°17'00" West, a distance of 119.00 feet; thence South 86°52'22" East, a distance of 341.73 feet; thence North 20°03'00" East, a distance of 1286.04 feet to an iron rod being on the apparent line of possession of Ray Haeffner; thence along Haeffner South 88°46'06" East, a distance of 568.37 feet to the Northeast corner of said South Half of the Southwest quarter; thence South 01°23'34" West, a distance of 1355.36 feet; thence North 87°49'03" West, a distance of 1628.94 feet to the Point of Beginning. Containing 27.11 Acres.

Also the South Half of the Southwest quarter of the Southeast quarter, Section 26, Township 45 North, Range 5 West, Gasconade County, MO, containing 20.91 Acres.

Taxes: For the year 2018 approximately \$41.00

School District: Gasconade County R1

Sewer: None

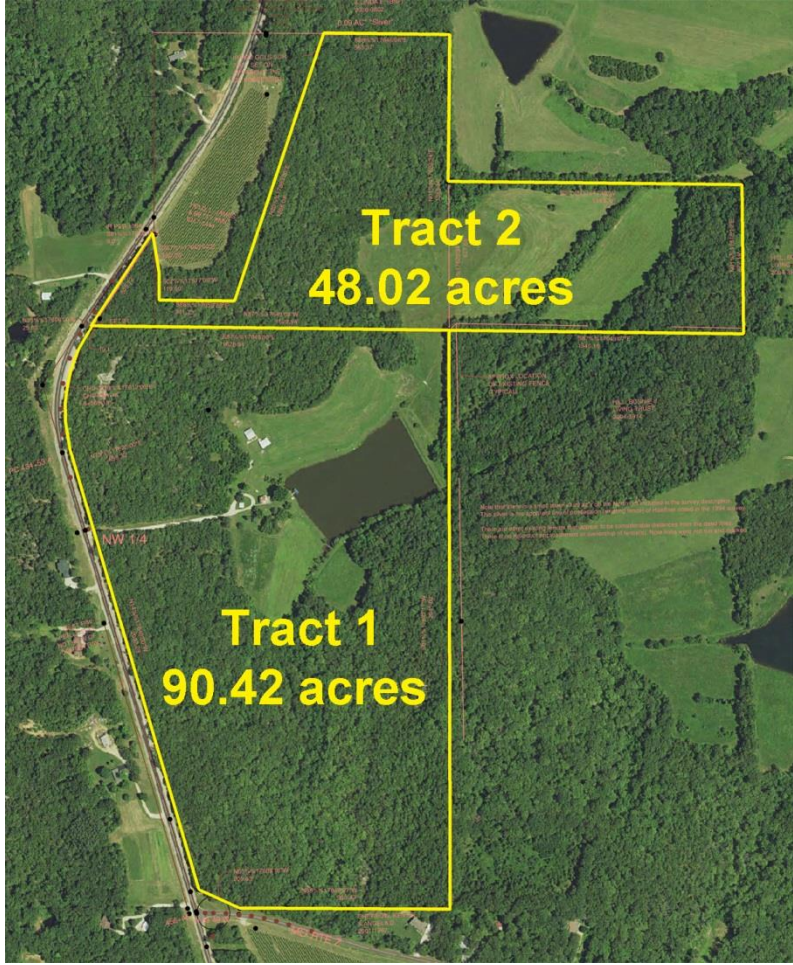
Water: None

Electric: None

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

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.

More info on next page.



SAMPLE SALE CONTRACT

RECEIVED FROM xxxxxxxxxxxxxxxxxxxxxxxxx, hereinafter called Purchaser, the sum of Five Thousand Dollars (\$5,000.00), as earnest deposit and as part of the cash consideration for the purchase of the following described property situated in the County of Gasconade, State of Missouri, known or described as:

Legal description of tract will be typed 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 is \$xxx,xxx.xx on the following terms:
Earnest deposit made as per this receipt --\$5,000.00
Cash to be paid on closing date of sale as
hereinafter fixed (subject to adjustments
as herein provided)-----\$xxx,xxx.00

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 14th day of October, 2019.

General taxes based on latest available assessment and rate, and any assessments, to be pro-rated 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; Sellers shall provide purchaser proof of title 10 days prior to closing at Seller's cost. If title found to be imperfect and Sellers 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.

Purchaser agrees to pay \$x,xxx.xx to Schneider Auctioneers LLC, a three percent (3.00%) buyer's premium based on the purchase price of said property which is in the amount of \$xxx,xxx.00. Buyer's premium will be paid to Auction Company at time of closing.

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 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 16th day of August, 2019.

PURCHASERS:

SELLERS:

Signature

Signature

Signature

Signature

Exhibit A

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date