



Online Real Estate Auction Bidder Information Packet
117.72 surveyed acres on Hwy J near the village of
Fredricksburg, MO

Bidding opens July 3rd and begins to close Sunday,
August 2nd, 2020 at 5:00 PM Central Time



www.SchneiderAuctioneers.com

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

Property Information

117.72 secluded surveyed acres in Osage County being offered in 2 tracts. These properties offer an outstanding opportunity to purchase prime hunting land in a desirable area only 25 minutes west of Hermann, MO.

Directions to property: from the west side of the City of Hermann, take Hwy 100 west approx. 12.5 miles to the intersection of Hwy 100 and Hwy N. Go left on Hwy N and then go 6 miles south on Hwy N to Hwy J. Turn Left on Hwy J and then go 1 mile east to the property located on the left and the right side of Hwy J. Auction signs will be posted on each tract. Approx. 25 minute drive from Hermann, MO to the property.

Tract #1 - 75.07 surveyed acres including:

- Approx. 15 acres of open ground some of which is in pasture and hay production
- Approx. 60 acres wooded
- Approx. 864 feet of Hwy J paved road frontage with two gate entrances
- Approx. ½ mile of brand new line fence constructed on the eastern border
- Creek fed by 2 springs runs through the tract

County: Osage

Legal Description of Tract #1:

- State of Missouri, Osage County: The East part of the E1/2 of Lot 2 of the NE1/4 of Section 2 described as follows: Commencing at the Northeast corner of said Section 2, thence North 88°0'20" West 338.42 feet along the section and township line, thence South 7°35'30" West 98.95 feet; thence South 15°14' West 97 feet; thence South 24°West 17.6 feet; thence South 33°05' West 68.9 feet; thence South 32°35'30" West 40.2 feet; thence South 24°04' West 116.6 feet; thence South 12°13' West 24.3 feet; thence South 16°42'30" West 251.9 feet; thence South 14°03' West 68.7 feet; thence South 21°35' West 167.1 feet; thence South 26°54' West 73.3 feet; thence South 41°37' West 212.8 feet; thence South 26°58' West 153.5 feet; thence South 13°33'05" East 129.75 feet to the south line of said lot; thence South 88°46'45" East 866.83 feet to the Southeast corner of said lot; thence North 0°16' West 1387.04 feet along section line to the point of beginning, containing 19.2 acres as per Dopuch Survey 87-16, together with a 30 foot road easement, the east line of said easement being the westernmost property line of the herein described 19.2 acre tract, all in Township 44 North, Range 7 west of the 5th P.M.
- Part of Lot 2 of the Northwest quarter and part of the West half of Lot 1 of the Northwest quarter of Section 1, Township 44 North, Range 7 West of the 5th Principal Meridian, Osage County, Missouri, more particularly described as follows; "Beginning" at an iron pipe at the Northwest corner of said Section 1; thence going south 87 degrees, 23 minutes east, along the township line-2,031.40 feet to an iron rod; thence leaving the township line and going South 15 degrees, 28 minutes West, 365.20 feet to an iron rod; thence South 49 degrees, 21 minutes West, 217.00 feet to an iron rod; thence South 29 degrees, 53 minutes west, 379.80 feet to an iron rod; thence North 79 degrees, 45 minutes West, 462.95 feet to an iron rod; thence South 09 degrees, 18 minutes West, 955.75 feet to an iron rod on the North right-of-way line of Highway "J"; thence following the North right-of-way line of said Highway along a curve to the left for 97.50 feet (chord = North 84 degrees, 21 minutes West, 97.50 feet and a radius of 1,944.90 feet); thence North 85 degrees, 46 minutes West, along said right-of-way line, 864.65 feet to an iron pipe on the West boundary of the West half of Lot 1 of the Northwest quarter of Section 1; thence leaving the North right-of-way line of Highway "J" and going North 00 degrees, 18 minutes West, along the section line-1,702.75 feet back to the point of "beginning".
Subject to all easements, conditions, restrictions and right-of-ways of record and those not of record and contains 55.87 acres per survey no. 2020-029 by MoPLS#2159.

School District: Osage County R-1

Sewer: None

Well: None

Electric: Three Rivers Electric Co-op is the local provider but there is currently no electric service at the property

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

Tract #2 - 42.65 surveyed acres including:

- Known as "Big Buck Holler" by the sellers and their friends
- Approx. 4 acres of open ground and the balance is wooded
- Approx. 406 feet of Hwy J paved road frontage with one gated entrance
- Approx. ½ mile of Osage County Road 244 gravel road frontage with two gate entrances

County: Osage

Legal Description of Tract #2:

- Part of the Southwest Quarter of the Northeast Quarter, part of the Northwest Quarter of the Southeast Quarter and part of the Southwest Quarter of the Southeast Quarter of Section 1, Township 44 North, Range 7 West of the 5th Principal Meridian, Osage County, Missouri more particularly described as follows. "Beginning" at an iron pipe at the southwest corner of the southwest quarter of the northeast quarter of said Section 1; thence going north 00 degrees, 19 minutes east, along the quarter section line, 338.55 feet to an iron rod on the south right-of-way line of Highway "J"; thence leaving the quarter section line and following the south right-of-way line of said highway along a curve to the left for 135.65 feet (chord = north 82 degrees, 53 minutes east, 135.55 feet and a radius of 989.96 feet); thence north 78 degrees, 58 minutes east, 406.60 feet; thence south 61 degrees, 31 minutes east, 196.60 feet to an iron rod on the west boundary line of the property described in deed book 153, page 63 in the Osage County Recorder's Office; thence leaving the south right-of-way line of Highway "J" and going south 01 degrees, 50 minutes west, along the west line of said property, 361.40 feet to and iron rod at the southwest corner of said property on the south boundary line of the southwest quarter of the northeast quarter of Section 1; thence going south 88 degrees, 12 minutes east, along the quarter section line, 132.00 feet to and iron rod at the northwest corner of the property described in deed book 213, page 243 in the Osage County Recorder's Office; thence leaving the quarter section line and going south 00 degrees, 17 minutes west, along the west line of said property, 160.50 feet to and iron rod on the west side of County Road No. 244; thence following the west side of said county road the following courses and distances – South 00 degrees, 59 minutes west, 318.50 feet; thence south 10 degrees, 56 minutes east, 137.35 feet; thence south 13 degrees, 22 minutes east, 272.15 feet; thence south 05 degrees, 41 minutes west, 455.40 feet; thence south 21 degrees, 52 minutes west, 120.75 feet; thence south 45 degrees, 56 minutes west, 154.85 feet; thence south 47 degrees, 21 minutes west, 197.70 feet; thence south 46 degrees, 06 minutes west, 206.55 feet; thence south 47 degrees, 18 minutes west, 304.85 feet; thence south 47 degrees, 52 minutes west, 134.40 feet; thence south 40 degrees, 40 minutes west, 35.55 feet to an iron rod on the north line of the property described in deed book 213, page 243 in the Osage County Recorder of Deed's Office; thence leaving the west side of County Road No. 244 and going north 89 degrees, 38 minutes west, along the north line of said property, 83.20 feet to an iron rod at the northwest corner of said property on the west boundary line of the southwest quarter of the southeast quarter of Section 1; thence leaving the

north line of the property described in deed book 213, page 243 going north 00 degrees, 22 minutes east, along the quarter section line – 2,178 feet (33 chains) back to the point of “beginning”.

Subject to all easements, conditions, restrictions and right-of-ways of record and those not of record and contains 42.65 acres per survey no. 2020-053 by MoPLS#2159.

School District: Osage County R-1

Sewer: None

Well: None

Electric: Three Rivers Electric Co-op is the local provider but there is currently no electric service at the property

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.

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 Sunday, August 2nd, 2020 at 5:00 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 2 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. Bidders will still have 2 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 office of Schneider Auctioneers LLC 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.

The bidding on this land will be by the acre, not a total lump sum amount. The software will multiply the price per acre by the number of acres in the tract and calculate the total price (plus buyer's premium) for bidders as they place bids.

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.

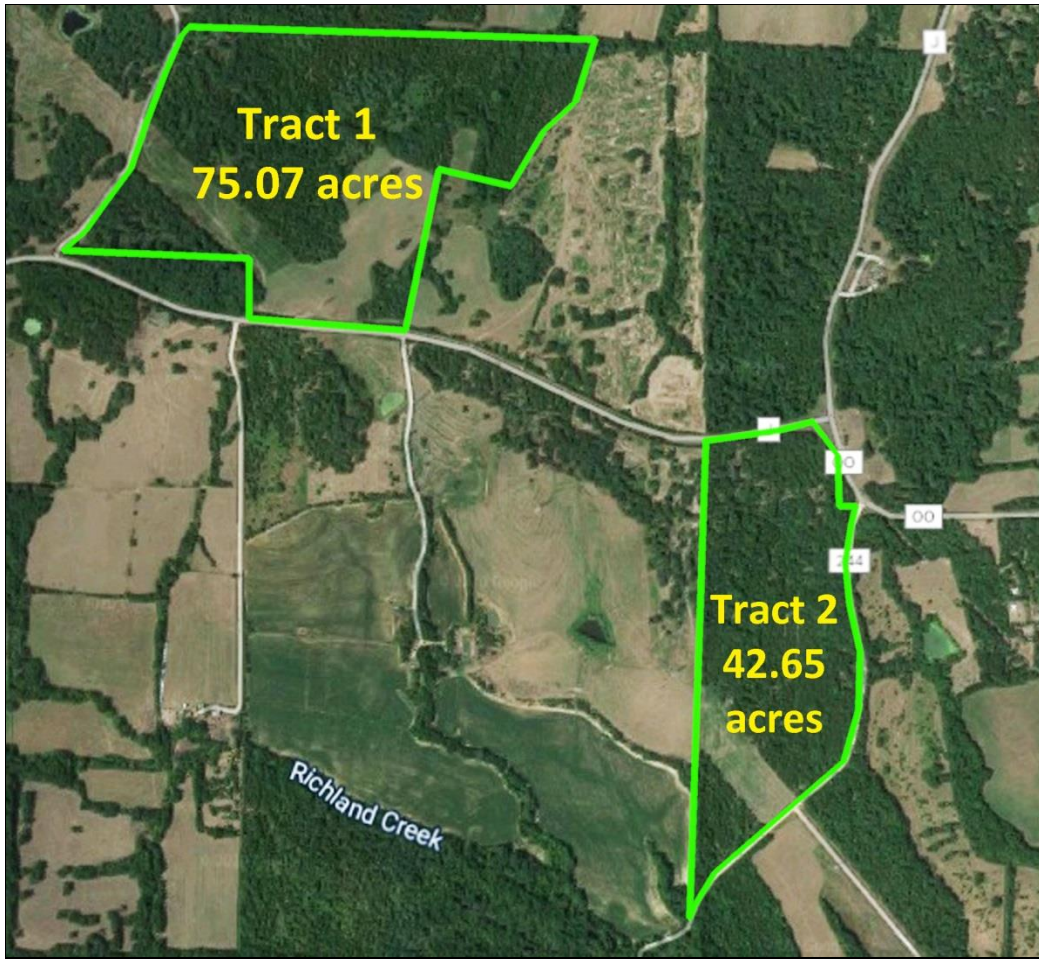
The auctioneer reserves the right to cancel, suspend, extend or reschedule an auction event or to make changes to the auction closing times only in the event of any unforeseen technical or legal problems.

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 1st day of October, 2020. 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.

More info on next page.

Boundaries shown are approximate. Please see survey for actual property lines.



SAMPLE SALE CONTRACT

RECEIVED FROM xxxxxxxxxxxxxxxxxxxxxxxx, 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 Osage, 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 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 1st day of October, 2020.

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. 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 Osage 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 3rd day of August, 2020.

PURCHASERS:

SELLERS:

Signature

Signature

Signature

Signature

Exhibit A