

Online Auction Terms & Conditions

1. **SITE:** This is an Online Auction of two (2) surveyed building tracts consisting of 5 acres (m/l) each (Tract 1 being 5.6 acres & Tract 2 being 5.0 acres). The adjoining tracts are located just south of US Hwy 24 near Huntsville, MO within Sec 2, Twp 53N, Range 15W of Randolph County.
2. **PROCEDURE:** Bidding on both tracts shall begin on Friday, April 4, 2025, at 10:00 AM (CST) and bidding will end on Friday, April 11th, 2025, as follows: Bidding will end on Tract One (1) at 10:00AM (CST), or as extended; and bidding will end on Tract Two (2) at 11:00 AM (CST), or as extended.

The online auction will be subject to a soft close, meaning that every bid made in the final minute, or any extension thereof will extend the bidding by an additional 5 minutes.

3. **ACCEPTANCE OF BID PRICES - CONTRACT:** Though the Seller is motivated, this is a **Reserve Auction** thus, the seller retains the right to accept, reject or counter the final winning bid.

The winning bidder will enter the Contract for the Sale of Real Estate at Auction (hereby "Contract") immediately upon being declared the winning bidder (Buyer) by the Auctioneer, said contract will be delivered to the Buyer, electronically or in person immediately upon conclusion of the auction.

The signed Contract must be returned to Auctioneer before 3:00 PM (CST), Friday, April 11th, 2025. In addition, 10% of the Contract Purchase Price (earnest money) shall be deposited with Town and Country Abstract of Moberly, MO within 24 hours of Sellers acceptance of said Contract. All earnest money funds and/or other down payments must be made in the form of cash, cashier's check, or other immediately available funds (no personal or business checks).

Contract is for "cash" and is not subject to inspections, financing or other contingencies.

4. **TITLE:** Seller shall furnish Buyer at Seller's expense a commitment to issue an Owner's Policy of Title Insurance in the amount of the Contract Purchase Price and agrees to provide and execute a proper deed conveying insurable title to the real estate to the Buyer.
5. **AS-IS, WHERE IS:** Real Estate is being sold "as-is, where-is" basis with no warranties being expressed or implied, except title as provided in Section 3 above. Buyer must have financing arranged and make all inspections prior to the end of bidding. Buyer is responsible for conducting their own independent inspections, investigations, and all due diligence with respect to the Real Estate and the auction. Any information provided by the Seller is for the Buyer's convenience and the Buyer should verify all such information before relying on the same.

6. **BIDDING:** All bidding is online through the HiBid.com Platform. Once a bid is submitted, a bid cannot be retracted. Bid increments are set at \$1,000.00.
7. **CLOSING AND POSSESSION:** Closing shall be on or before May 9th, 2025. Possession to be delivered to Buyer at closing. Closing shall occur at the office of Town and Country Abstract of Moberly, MO.
8. **REAL ESTATE TAXES:** 2024 Real Estate taxes shall be prorated to date of closing.
9. **BIDDER ASSISTANCE:** Bidders shall not have any claim against Central States Brokers & Auctioneers, or its associates or the bidding platform if the bidder experiences any technical difficulty or internet malfunction, before or during the auction. No exceptions. If Bidder experiences difficulties in the bidding process, please call (800) 499-6774 for bidding assistance.
10. **DISCLOSURES:** The information contained herein is believed to be accurate, but no liability for its accuracy, errors or omissions is assumed by the Seller or Central States Brokers & Auctioneers. Buyers should perform due diligence to their satisfaction. All lines are drawn on maps, photographs, etc. are approximate. There are no expressed or implied warranties pertaining to this property. Terms set on the day of the auction take precedence over print material. Seller is a licensed real estate broker in Missouri.
11. **DEED RESTRICTIONS:** Both 5 acres (+/-) tracts or the combination of the two will sell subject to the following deed restrictions:
 1. The Property may not be used for any commercial purposes.
 2. The Property may not be subdivided, and if the grantee/buyer attempts to any tract, then the grantee/buyer shall provide the grantor/seller with a right of first refusal.
 3. No mobile homes or manufactured homes shall be permitted on the Property.
 4. No more than one inoperable motor vehicles shall be allowed to be parked or stored on the Property; however, the grantee/buyer may keep one semi-truck on the Property.
 5. No more than one dwelling may be constructed on the Property, and all such dwellings shall be single-family homes (no multi-family dwellings or developments are allowed).
 6. No dog breeding or kennel business shall be permitted upon the Property.
 7. Only one hooped animal shall be allowed per one acre of the Property.
 8. No swine, pig, or turkey raising, breeding operations, or commercial feed lot operations shall be permitted upon the Property.
 9. No salvage yards or junk yards shall be permitted on the Property.
 10. No firework stands or firework sales shall be permitted upon the Property.
 11. No development of off-road race tracks, mud bogs, or similar racing uses may be made upon or at the Property.

These covenant and restrictions are for the benefit of the grantor/seller and shall be enforceable by grantor/seller, including its successors and assigns. If any of these restrictions or special conditions are breached by the grantee/buyer, with such breach not cured within 15 days, then the grantor/seller may take legal and/or equitable action to enforce the terms of the General Warranty Deed

BIDDER ACCEPTANCE: _____
(PRINT, SIGN, & DATE)

ACKNOWLEDGEMENT OF ACCEPTANCE: _____
(AUCTIONEER SIGNATURE)