

**Terms & Conditions**  
**Pattonsburg, MO 40 acres m/l**  
**Auction Ending 12/18/24 @ 10:00am**

Thank you for your interest and participation in the United Country Real Estate – The O’Connor Agency’s (hereinafter The O’Connor Agency) Online Land Auction. By bidding you are representing to The O’Connor Agency and the Seller that you have read and agree to be bound by all terms and conditions for this sale as stated herein. Any bid constitutes your agreement to be bound to the Offer to Purchase and Acceptance, the Terms and Conditions of this Auction, and all other required documentation.

The property is being offered in an Online Only Auction. All bidders are subject to Sellers’ and The O’Connor Agency’s Approval.

Online Bidders hereby agree that they must be properly registered for the online auction. Upon completing registration and receiving approval, bidding privileges will be turned on. Sellers may at their sole discretion request additional registration requirements from any bidder unknown to them or The O’Connor Agency prior to granting Bidder Approval.

Financing approvals must be secured prior to the auction. The property owner reserves right to accept or reject auction participants.

Bidders must be registered 24 hours before the bid closing date and time.

If you need assistance with Registration you may contact Dan O’Connor at (816) 288-1116 or by email: [midwestrealtypro@gmail.com](mailto:midwestrealtypro@gmail.com).

It is the sole responsibility of bidders to be familiar with the Online Auction and Bidding process. Live internet bidders are advised to have adequate internet connection due to the fast paced nature of this type of auction. Under no circumstance shall Bidder(s) have a claim against the Sellers, The O’Connor Agency, or any party if Internet service fails to work correctly before or during the auction.

FARM IS OPEN FOR THE 2025 GROWING SEASON.

There are no existing farming or hunting leases.

The property is being offered as one tract consisting of 40 acres m/l.

All lines drawn on maps, photographs, etc. are approximate.

It is highly recommended that bidders personally view and inspect the property prior to placing any bids at auction. All inspections are the sole responsibility of the bidders. You must contact The O'Connor Agency 816-632-3721 to make arrangements for viewing and inspecting the farm.

The farm is being sold "AS IS, WHERE IS" with no other contingencies to sale and no warranties expressed or implied. Bidders should conduct their own due diligence and rely solely upon their own investigation and NOT information provided by the Seller or The O'Connor Agency. The failure of a bidder to be fully informed on the condition of a property will not constitute grounds for a claim of adjustment or cancellation.

**Auction Overview:**

Online Bidding opens December 11th, 2024 at 10:00 am

Online Bidding begins Closing December 18th, 2024 at 10:00 am

The Auction will close utilizing a soft close, meaning any bid occurring in the final 5 minutes will extend the bidding by 5 minutes and continue as long as there is active bidding.

Closing Date will be on or before January 15<sup>th</sup>, 2025 at 2:00 pm

**Bidding:**

Starting at \$3,000 bid increment \$250 per acre

Starting at \$4,000 bid increment \$100 per acre

Starting at \$5,000 bid increment \$50 per acre

The highest bid at the close of the Auction will be the successful bidder. The successful high bid is subject to Sellers' approval.

The Final Total Contract Sales Price will be calculated based on the successful bidder's price multiplied by the advertised acres.

Within 24 hours after the Auction Closing the successful bidder(s) must complete and sign an Offer to Purchase and Acceptance Agreement within 24 hours (hand delivered, faxed, electronic signature, or scanned and emailed) and submitted to The O'Connor Agency. Once accepted the agreement shall be deemed binding to all parties, their successors, and assigns.

The Offer to Purchase and Acceptance Agreement shall NOT be subject to financing, inspections, or any other contingency.

The successful bidder will be required to make a deposit of ten percent (10%) of the Total Contract Sales Price as a non-refundable earnest money payment in the form of personal check, business check, certified funds, or wire all payable to Cameron Title Company located in Cameron, Missouri (any out of area checks must be at the approval of The O'Connor Agency). That amount will be credited to the purchase price at time of closing with the remaining balance due at that time. Bidding and deposit are NOT conditional upon any Buyer contingencies.

The Seller will pay for and provide an Owner's Title Policy at the time of closing. A Title Commitment has been provided as part of the auction information. Each buyer should review the Title Report and satisfy themselves of any Title Condition prior to bidding. The 2024 taxes will be the responsibility of the seller. 2025 taxes are the responsibility of the Buyer and will not be prorated.

Possession will be granted at the time of closing.

You are entering a binding contract. There are no refunds or cancellations. The registered bidder is personally responsible, legally and financially, for all auction items bid upon whether representing oneself or acting as an agent. Any Bidder who fails to consummate a purchase may be pursued for civil and/or criminal violations.

The information provided and contained in any auction materials is believed to be accurate; however no liability for its accuracy, errors, or omissions is assumed.

Terms and Conditions are subject to change.