

# GRIFFITH TRUST AUCTION

19322 Rocheport Rd, Boonville, MO

Saturday, May 18th, 2013

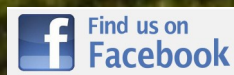


## House & 60 Acres

**Seller: Harry & Lena W. Griffith Trust**  
[www.martinauctioncompany.com](http://www.martinauctioncompany.com)



**Cody Martin**  
660-888-3460



**Terry Quinlan**  
660-888-9493



# Griffith Trust Auction

Saturday, May 18th, 2013 at 10:00 a.m. - Real Estate Sells at Noon

Seller: Harry & Lena W. Griffith Trust

Harry O'Bryan & Richard J. Blanck, Trustees

In settling the affairs of the late Harry Griffith the following real estate and personal property will be offered at auction. **Auctioneers Note:** Harry & Lena "Woody" were long time residents of Cooper County. Don't miss this opportunity to own a unique piece of real estate situated above the Missouri River. In addition to the real estate there will also be items related to small farming and household. Harry & Woody found use in every possession and disposed of little. There are a lot of items to be discovered, too numerous to mention. Please plan to attend as we anticipate this to be a very good sale with a wide selection of items.

## REAL ESTATE

House and 60 acres m/l located at 19322 Rocheport Rd, situated in Section 32, Township 49, Range 16 of Cooper County, MO. This property is just minutes from the city limits of Boonville and I-70, and has the potential for a variety of developmental options as it consists of open acreage, timber cover, and a panoramic view of the Missouri River along the North border of the property. It is the perfect farm for grazing cattle, hunting, harvesting timber, or building a new home. Currently situated on the property is a 4 room, 1620 sq. ft. earth contact home built in 1980 as well as a pole barn with lean to. To view the property, please contact Cody Martin at 660-888-3460.

**Note:** 2012 Property Taxes were \$392.82

Current rent on house, yard, and surrounding out buildings is \$350/month.

**Directions:** From Main St. in Boonville, take Locust St. East. Turn Right onto 10th St. and then bear Left onto Locust St. Continue onto Rocheport Rd to auction. From Columbia, take I-70 to exit #106 toward Boonville/Bingham Rd. Turn Right on 11th St and then Right onto Locust St. Continue on Rocheport Rd to auction. Watch for signs day of sale.

**REAL ESTATE CONDITIONS:** The property will be offered in 3 scenarios:

Scenario 1: 55 acres m/l

Scenario 2: House & 5 acres subject to survey, currently rented until July, 2014

Scenario 3: House & 60 acres.

The bid on the property as a whole must be greater than the sum of the first two scenarios or the property will be sold in 2 tracts. Please note, the sellers are very motivated to sell, but reserves the right to reject the final bid.

**REAL ESTATE TERMS:** 10% down day of sale, balance due at closing in 30 days or less.

## Personal Property

Tractors & Farm Related Items—Tools & Outdoor/Utility Items—Scrap Iron—Antique Furniture—Antiques & Collectible—Household & Appliances

**Visit Website for a Complete Listing and Photos of Personal Property**

**AUCTION TERMS:** Cash or valid check with proper ID. Not responsible for accident, theft or errors in advertising, statements made day of auction take precedence over ads and printed material.

## **Real Estate Terms**

**Procedure:** Real Estate will be sold promptly at Noon. The property will be sold as follows:

1. High bid will be recorded for 55 acres m/l situated in Section 32, Township 49, Range 16 of Cooper County, MO
2. High bid will be recorded for House & 5 acres subject to survey & subject to existing lease agreement for house, yard, and outbuildings until June 30th, 2014.
3. Opportunity will be open at this time for anyone to bid on the property as 1 unit (House & 60 acres). The bid on the property as a whole must be greater than the sum of the first two scenarios or the property will be sold in 2 tracts. Please note, the sellers are very motivated to sell, but reserves the right to reject the final bid.

**Down Payment:** The buyer will provide a 10% down payment upon signing the contract for the sale of real estate immediately following the acceptance of the final bid. Acceptable forms of payment include personal/business check or cashier's check. The remaining balance will be due at closing in 30 days or less. Please note, successful bidding at the auction is not contingent on personal financing. Please have your finances in order prior to bidding on the property to ensure you are capable of paying the balance at closing.

**Title:** Seller shall convey a Trustees' Deed to the buyer for examination and pay for title insurance.

**Taxes:** Taxes for 2013 shall be prorated between the two parties as of the date of closing and the buyer will be responsible for all taxes thereafter.

**Possession:** Buyer shall receive possession of property at the time of closing with the exception of the house, yard and out buildings which are subject to a prior lease agreement until June 30th, 2014.

**Closing:** Closing will be conducted at the office of Conway & Blanck L.C, 213 Main St. Boonville, Missouri on June 18th, 2013 at 10:00a.m. or at other set time and place in which both parties agree.

**Disclaimer:** The property is being sold "as is, where is." and no warranty, either expressed or implied, concerning the property is made by either the sellers or the auction company. Each bidder is responsible for conducting his/her own independent inspections or investigations concerning the property and the auction. Information contained in this packet is believed to be correct to the best of auctioneer's knowledge but is subject to inspection and verification by all parties relying on it. Diagrams in this packet are approximate. Acreage is estimated. All information contained in this packet and any related material are subject to the terms and conditions of sale outline in the contract for sale of real estate. 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.

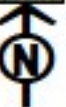
**STATEMENTS MADE DAY OF AUCTION TAKE PRECEDENCE OVER ALL ADVERTISEMENTS AND PRINTED MATERIAL.**



Created: 01-20-2013

Cooper County FSA

1:3,890



**Wetland Determination Identifiers**

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

**All Measurements are  
For FSA Programs Only**

- clu
- crp
- plss

**Farm 2152  
Tract 1316**

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.



OWNERSHIP MAP  
**COOPER COUNTY, MISSOURI**

GEOGRAPHIC INFORMATION SYSTEM BY  
**MIDLAND GIS SOLUTIONS, LLC.**  
 501 N. MARKET  
 MARYVILLE, MO 64468  
 VOICE: 660-562-0050  
 FAX: 660-582-7173  
 WWW.MIDLANDGIS.COM

**LEGEND**

STATE LINE	--- --	ORIGINAL LOT LINE	---
COUNTY LINE	---	WATER	---
CORPORATION LINE	---	BUILDING ON LEASED LAND	---
TOWNSHIP LINE	---	MAP INDEX	---
SECTION LINE	---	ORIGINAL LOT NUMBER	---
PROPERTY LINE	---	TRACT LINE	---
SUBDIVISION LINE	---		

**SOIL GRADES**

UNKNOWN	GRADE 5
GRADE 2	GRADE 6
GRADE 3	GRADE 7
GRADE 4	GRADE 8

*THIS PROPERTY OWNERSHIP MAP IS FOR TAX PURPOSES ONLY. IT IS NOT INTENDED FOR CONVEYANCES. NOR IS IT A LEGAL SURVEY.*

1 inch = 775 feet

**GIS METADATA OVERVIEW**

SUBDIVISION NAME	N. DENTON	PARCEL NUMBER	2.01
AREA (FROM DEED)	19.9 Ac.	INTERSTATE HIGHWAY	2.01
AREA (CALCULATED)	19.5 Ac. (5)	U.S. HIGHWAY	2.01
DIMENSION	160'	STATE HIGHWAY	2.01
MAP BLOCK NUMBER	705	CITY STREET	2.01
ORIGINAL BLOCK NUMBER	(6)	LAND HOOK	2.01

GRID COORDINATE SYSTEM MISSOURI STATE PLANNING  
 SPCS ZONE IDENTIFIER MISSOURI, CENTRAL  
 DATUM NAD83  
 UNITS: US SURVEY FEET  
 PHOTOGRAPHY CURRENCY: 2006

**CONTRACT FOR SALE OF REAL ESTATE**

This contract, made and entered into on this 18th day of May, 2013, by and between RICHARD J BLANCK and HARRY O'BRYAN, TRUSTEES OF THE HARRY E and LENA GRIFFITH TRUST of Cooper County, Missouri, hereinafter called SELLERS and \_\_\_\_\_, of \_\_\_\_\_ County, Missouri, hereinafter called BUYERS.

WITNESSETH:

1. PREMISES: SELLER agrees to sell and convey and BUYERS agree to buy upon the terms and conditions herein set out the following described real estate located in Cooper County, Missouri, to-wit:

60 acres, m/l located Section 32, Township 49, Range 16 Cooper County, Missouri, commonly known as 19322 Rocheport Road, detailed legal to be provided with title policy

together with all improvements and fixtures located thereon.

2. CONSIDERATION: The consideration for this sale shall be \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS to be paid as follows: 10% of the sale price, ( \_\_\_\_\_ DOLLARS) to be paid by BUYERS to Conway & Blanck, L.C., as escrow agents for SELLERS at the time of execution of this contract, the same to be applied to the purchase price at time of closing or as otherwise directed in this contract and the balance of \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS to be paid in full by BUYERS to SELLER at the time of closing this transaction upon delivery by SELLER to

BUYERS of SELLER'S Trustees' deed conveying said property.

3. TITLE TO BE CONVEYED: SELLER shall convey by Trustees' Deed, title marketable in fact, free of liens and except as herein otherwise noted.

4. TITLE INSURANCE: In lieu of the SELLERS furnishing an Abstract of Title for examination, the SELLERS shall furnish to BUYERS no later than ten (10) days prior to the closing date specified herein deliver to the BUYERS a commitment to issue an owner's policy of title insurance. Any commitment made hereunder shall be in the amount of the purchase price of the property, naming the Buyer as the insured and issued by a title insurance company licensed to write title insurance in Missouri, which policy shall insure the owner's title to be marketable in fact as called for by this Contract and shall provide that a policy shall be issued immediately after the Seller's Trustees' deed to the Buyer is filed of record. All costs of said title insurance, including the premium for the final owner's title policy, will be paid for by the Seller.

Notwithstanding any judicial construction heretofore given to the words "marketable title in fact" or their equivalent, it is agreed that insofar marketability is concerned, the title herein required to be furnished by the SELLER and shown by the title policy is marketable in fact as these words are developed or defined in title examination standard number four, the Missouri Bar and Comments thereon.

4. TAXES: Taxes for 2013 shall be prorated between the parties as of the date of closing. Taxes for 2014 and thereafter shall be the responsibility of the BUYERS.

5. POSSESSION: BUYERS shall receive possession of the property at the time of closing, except the house, yard, outbuildings are subject to a lease until June 30, 2014.

6. RISK OF LOSS: SELLER agrees to keep the insurance presently outstanding on the property

in force. In the event of minor damage to the premises BUYER shall be entitled to receive the insurance proceeds payable and SELLER shall have no obligation to restore or repair the damage. In the event of major damage to the premises then this contract shall be void, the down payment returned to BUYER and the abstract returned to SELLER. In the event of an uninsured loss, risk shall remain upon the SELLER.

7. DEFAULT BY BUYERS: In the event of default by BUYERS for BUYERS' fault, SELLER shall be entitled to retain the Ten Percent down payment, the same to be treated as liquidated damages. Parties agree that they are specifying an amount as liquidated damages due to the fact that actual damages would be difficult to determine and the parties agree the amount fixed by this clause is a reasonable forecast of just compensation in the event of breach. The parties further agree that the specified liquidated damages as the sole and exclusive remedy under the contract in the event of default by BUYER due to BUYER'S fault.

8. CLOSING: This contract shall be closed at the offices of Conway & Blanck , L.C., 213 Main Street, Boonville, Missouri, on Tuesday, June 18, 2013 at 10:00 a.m., or at such other time and place as parties may agree and at said time all monies and documents called for under the terms of this contract shall be transferred and delivered. If defects in title have not been corrected by that time, then this contract shall be closed within five (5) business days after BUYERS have notified SELLER that title has been approved.

9. PARTIES BOUND: This contract shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have set their hands and seals in duplicate on the day and year first above written.



Richard J Blanck , Trustee

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Harry O'Bryan, Trustee  
HARRY E & LENA GRIFFITH TRUST

SELLERS

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BUYERS