

# COMMERCIAL REAL ESTATE AUCTION 4,000 SF Light Industrial/Manufacturing BUYER'S INFORMATION PACKAGE



**ONLINE BIDDING ONLY ENDS MAR 10 @ 3PM**

David Dawley, Personal Representative for the George Edward Jewell Estate  
960 Locust Hill Circle  
Belton, MO 64012



KC AUCTION & REALTY

[www.kcauctionrealty.com](http://www.kcauctionrealty.com)

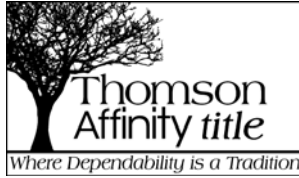
David Schulman, Auctioneer/Broker, 816-455-5520



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**Commitment for Title Insurance  
Schedule A**

File No: 208257

For title and closing inquiries, please contact the Liberty Commercial Department at 816-792-0077.

**Prepared For:**

E-Mail: Schulman & Associates, LLC (david@dschulmanassociates.com) - David Schulman

Owners Premium: TBAU  
Loan Premium: TBAU

1. **Effective Date:** January 23, 2015 at 12:00 AM

2. **Policy or Policies to be issued:**

a. T Owner's Policy (6/17/06): Amount: TBAU

**Proposed Insured:**

Buyers - to be agreed upon

b. T Loan Policy (6/17/06): Amount: TBAU

**Proposed Insured:**

Lender - to be agreed upon

3. **The estate or interest in the land described or referred to in this Commitment is:** Fee Simple

4. **Title to the estate or interest in the land is at the Effective Date vested in:**

The heirs and/or devisees of George Edward Jewell, deceased, subject to the administrative authority of David Dawley, Personal Representative of the Estate of George Edward Jewell, Estate No. 14AL-PR001115 in the Probate Division of the Howell County, Missouri Circuit Court

5. **The land referred to in this Commitment is described as follows:**

All of the North 130 feet of Lot 1, Locust Hill Industrial Park, a subdivision in Belton, Cass County, Missouri, according to the recorded plat thereof, filed in Plat Book 8 at Page 14.

(Tax rolls show the address as: 960 Locust Hill Cir, Belton, Missouri)

Countersigned: \_\_\_\_\_

*Charlotte E Reifsteck*

Authorized Agent  
THOMSON-AFFINITY TITLE, LLC  
1000 Middlebrook Dr., Ste. C • Liberty, MO 64068  
Ph. (816) 792-0077 • Fax (816) 792-4634

## Schedule B - Section 1 Requirements

**File No:** 208257

The following are the requirements to be complied with:

1. Instrument creating the estate of interest to be insured must be executed and filed for record, to-wit: The Procuring and recording of the necessary deeds to insure the Policy or Policies to be issued under Item 2 Schedule A of this Commitment for Title Insurance.
2. Pay the full consideration to, or for the account of, the grantors, or mortgagors.
3. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
5. Furnish a complete, executed copy of the real estate contract between the owner as shown on Schedule A hereof and the proposed insured, together with all addenda thereto. This commitment is further subject to closing of the instant transaction in strict compliance with the terms and provisions thereof. We reserve the right to make such additional requirements and/or exceptions as we may then deem necessary.
6. If we are requested to extend survey coverage in the proposed policy, we must be furnished with an ALTA/ACSM Land Title Certificate of Survey, Urban Standard made by a professional land surveyor identifying the exact boundaries of the land, the location of all improvements and easements, and noting any encroachments. The ALTA/ACSM Land Title Certificate of Survey must be certified to Thomson-Affinity Title, LLC and to Commonwealth Land Title Insurance Company as well as to the proposed insured.

Note: This commitment is subject to such further requirements and/or exceptions, if any, as may then be deemed necessary.

7. The Estate of George Edward Jewell, who died on June 6, 2014, is pending in the Probate Court of Howell County, Missouri, under Estate No. 14AL-PR001115, and David Dawley has been appointed Independent Personal Representative thereof.

We require the following:

- a) Please furnish a copy of the inventory filed in the estate.
- b) Recordation in the Real Estate Records of Cass County, Missouri, of a certified copy of the Letters of Administration (Independence Administration) entered in the Estate of George Edward Jewell under Estate No. 14AL-PR001115.

Independent Personal Representative conveying the land to the proposed insured purchaser, by a deed specifying the actual consideration being received and reciting that such conveyance is in exercise of powers held as an independent personal representative.

We reserve the right to make such additional requirements and exceptions as we may deem necessary.

## Schedule B - Section 1

**File No:** 208257

8. Satisfactory Deed of Trust from the purchaser(s), securing the proposed loan.
9. Furnish an affidavit, substantially in the form as attached, given by a knowledgeable person, stating that the owner(s) identified on Schedule A hereof, together with the predecessors in title of said owner(s), have been in continuous, open, exclusive and peaceable possession of the land for at least the past 27 consecutive years. Such affidavit must contain statements of fact which constitute evidence of such possession. Any such affidavit is subject to approval of this Company, which reserves the right to make such additional requirements or exceptions as may be deemed necessary following receipt and examination of same.
10. Payment of all assessed taxes for the current year and all prior years; any such taxes which remain unpaid will be shown as exceptions to title in the final policy.

Note: Current tax records indicate the following taxes:

City, state and county taxes for the year(s) 2014 in the base amount(s) of \$2,893.11, plus penalty and interest, if any, until payment. (Payoff amount(s) for February = \$3,219.45)

(City, state and county taxes for the year 2013 and prior years are paid.)  
Parcel No. 1369101

2014 Assessed Value: \$33,190.00. 2014 Mill Levy: \$.087168

11. FOR YOUR INFORMATION: General taxes are a lien for the calendar year and become due and payable on November 1 and delinquent after December 31 of each year.
12. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined, and entered as aforesaid, it is agreed that as between the Company, the applicant for this Commitment, and every person relying on this Commitment, the Company cannot be required to approve any such evaluation in excess of \$10,000.00 and the total liability of the Company on account of this Commitment shall not exceed said amount.
13. The proposed purchaser's name, once it is ascertained must be searched for general matters. We reserve the right to make additional requirements and exceptions, particularly in the event that the proposed purchaser is not a natural person.
14. The spouse(s) of any record owner must join in the proposed deed/mortgage.
15. Note: We presume that grantees who constitute a married couple intend to acquire title to Kansas property as joint tenants and to Missouri property as tenants by the entirety (i.e., with rights of survivorship). We also presume that grantees who do not constitute a married couple intend to acquire title as tenants in common (i.e., without rights of survivorship). We must be advised if the presumption is incorrect and we must then be given specific instructions as to the manner in which the grantees intend to acquire title.
16. A special city tax assessments search should be made prior to closing and any special assessments must be paid at closing. We reserve the right to make any additional requirements and/or exceptions if deemed necessary.

## Schedule B - Section 1

**File No:** 208257

17. Furnish proof that Business Owner's Association Dues are current and paid to date, or, state that said association is inactive.
18. **If we are preparing a Settlement Statement in connection with this Commitment, we must receive figures at least 24 hours in advance of closing.**
19. Note: If we will be acting as settlement agent, we will require that funds be placed on deposit with us in the form of either a cashier's check or wired funds prior to disbursement.
20. FOR QUESTIONS CONCERNING THE CLOSING OF THIS PROPERTY, PLEASE CONTACT THE COMMERCIAL DEPARTMENT AT 816-792-0077.
21. Documents recorded in connection with this file are to be recorded in Cass County, Missouri.  
Recording fees and filing fees are as follows:  
Real Estate:  
    First Page \$24.00 (per document)  
    Each Additional Page \$ 3.00 (per document)  
    Electronic Filing Fee‡ \$ 4.00 (per document)  
Potential additional charges and fees are:  
    Non-standard document fee \$25.00 (per document)  
    Reference to more than one document \$ 5.00 (per reference)  
    Recorder-required cover sheet \$ 3.00 (per document)  
    UCC Filing Fees - contact our office

## Schedule B - Section 2

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. All assessments and taxes for the year 2015 and all subsequent years.
8. Building Set-Back Line over the West and South 25 feet of the land as established by and as shown in the plat of said subdivision.
9. Building Set-Back Line over the North 30 feet of the land as established by and as shown in the plat of said subdivision.
10. Utility Easement over the North and West 20 feet of the land as established by and as shown in the plat of said subdivision.
11. Utility Easement to the City of Belton established by the document recorded November 3, 1976 in Book 662 at Page 216, as more fully set forth therein.
12. Rights of parties in possession of any part of the land under unrecorded leases or agreements.
13. Judgments and tax liens, if any, against the proposed purchaser(s).  
Note: The foregoing exception will be deleted from a loan policy insuring purchase-money financing, in which case the fact of such purchase-money status should appear on the face of the financing document. If the proposed loan includes any non-purchase money, this Company must be so informed and additional exception will be taken to any judgments and/or tax liens against parties of similar name. We reserve the right to make such additional requirements and exceptions as we may then deem necessary.

# COMMITMENT FOR TITLE INSURANCE

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Issued by Commonwealth Land Title Insurance Company



**COMMONWEALTH LAND TITLE INSURANCE COMPANY**, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 120 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

**IN WITNESS WHEREOF**, the Company has caused this Commitment to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.

Attest:

A handwritten signature in black ink, appearing to be "M. [unclear]".

Secretary



By:

A handwritten signature in black ink, appearing to be "Agnes [unclear]".

President

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.



**Parcel Number:** 05-01-02-400-004-010.001  
**Computer ID:** 1369101  
**Deed Holder:** JEWELL, GEORGE EDWARD  
**Property Address:** 960 LOCUST HILL CIR  
 BELTON, MO 640120000 [MAP THIS ADDRESS](#)  
**Mailing Address:** 2103 TERRA ST  
 WEST PLAINS, MO 65775-0000 USA



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**Class:** COMMERCIAL  
**Map Area:** COM BELTON  
**Plat Map:** 1899/52  
**Subdivision:** LOCUST HILL IND PARK  
**Sec-Twp-Rng:** 02-46-33  
**Lot-Block:** 01-  
**Legal Description:**  
 LOCUST HILL INDUSTRIAL PARK LOT 1 EX S158.40'

**Current Value Information**

	Agricultural	Residential	Commercial\Other	Exempt	Total
<b>FULL MARKET</b>					
Land	\$0	\$0	\$19,180	\$0	\$19,180
Building	\$0	\$0	\$84,520	\$0	\$84,520
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$103,700</b>	<b>\$0</b>	<b>\$103,700</b>
<b>ASSESSED</b>					
Land	\$0	\$0	\$6,140	\$0	\$6,140
Building	\$0	\$0	\$27,050	\$0	\$27,050
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$33,190</b>	<b>\$0</b>	<b>\$33,190</b>

**Prior Year Value Information**

	Agricultural	Residential	Commercial\Other	Exempt	Total
<b>2014</b>					
Land	\$0	\$0	\$19,180	\$0	\$19,180
Building	\$0	\$0	\$84,520	\$0	\$84,520
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$103,700</b>	<b>\$0</b>	<b>\$103,700</b>
<b>2013</b>					
Land	\$0	\$0	\$19,180	\$0	\$19,180
Building	\$0	\$0	\$84,520	\$0	\$84,520
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$103,700</b>	<b>\$0</b>	<b>\$103,700</b>

▼ More Years...

**Land Information**

Lot Type	Square Feet	Acres
Sq. Ft x Rate	19,140	0.439

**Commercial Building Information**

Occupancy	Year Built	Building Area
▲ Warehouse	1976	4,000

**Building 1 of 1**

Year Built: 1976  
 Occupancy: Warehouse  
 Label:  
 Gross Building Area: 4,000

Condition: Normal

**Plumbing**

**Adjustments**

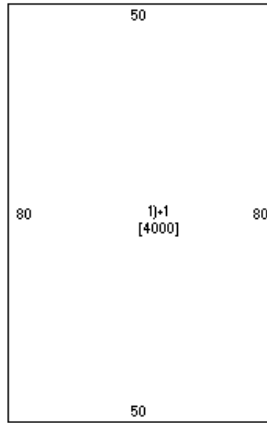
<u>Description</u>	<u>Quantity</u>	<u>Range</u>	<u>Description</u>	<u>Quantity</u>	<u>Range</u>
Toilet Room	2	Average	None	0	Average

**Extras 1 of 2**

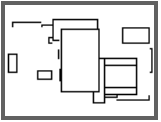
**Extras 2 of 2**

Type: Door	Type: A Misc. Extra
Description: Door	Description: COST ADJ
Type: O.H. Door - Manual	Quantity: 4,000.00
Width: 10	Units: Square Feet
Height: 12	Height: 0
Price: High	
Quantity: 120 SFSA	

## Sketch



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## GIS Map Information



# 929 Locust Hill Circle, Belton, MO 64012

## Summary

### Sale Details

Sale Status: Sold  
Sale Date: 07/01/2014  
Sale Price: \$397,375 (\$66.23/SF)(Estimated)  
Document #: 546521



### Property Information

Property Type: Industrial  
Property Subtype: Warehouse  
Building Size: 6,000 SF  
Lot Size: 0.62 Acres  
APN / Parcel ID: 1369201



### Parties to Transaction

Seller: ALLIANCE PROPERTY DEV LLC

Buyer: PARAMOUNT MANAGEMENT GROUP LLC  
780 N Pinion St, Hildale, UT 84784

### Financing Comments

Sale involved mortgage financing. Lender identified as NATIONAL BK/KS CTY.

### Owner & Mortgage Information (at time of sale)

#### 07/01/2014

APN / Parcel ID: 1369201  
Owner: Paramount Management Group Llc  
Address: 780 N PINION ST, HILDALE, UT 84784  
Mortgage Details: \$317,900 Conventional  
Mortgage Deed Type: Deed of Trust

Lender Name NATIONAL BK/KS CTY  
Lender Address OVERLAND PARK, KS 66211

### Property Details (at time of sale)

Property Type Industrial  
Property Subtype Warehouse  
Building Size 6,000 SF  
Lot Size 0.62 Acres  
No. Buildings 1  
Property on Ground Lease N  
Year Built 1987

### Tax Information

APN / Parcel ID 1369201  
Tax Amount \$5,775.42  
Tax Year 2013  
Assessed Year 2013  
Total Taxable Value \$206,310  
Total Taxable Land Value \$66,810  
Total Taxable Improvement Value \$139,500  
Assessed Total Value \$66,020  
Assessed Land Value \$21,380  
Assessed Improvement Value \$44,640  
Marketing Total Value \$206,310  
Marketing Land Value \$66,810  
Marketing Improvement Value \$139,500

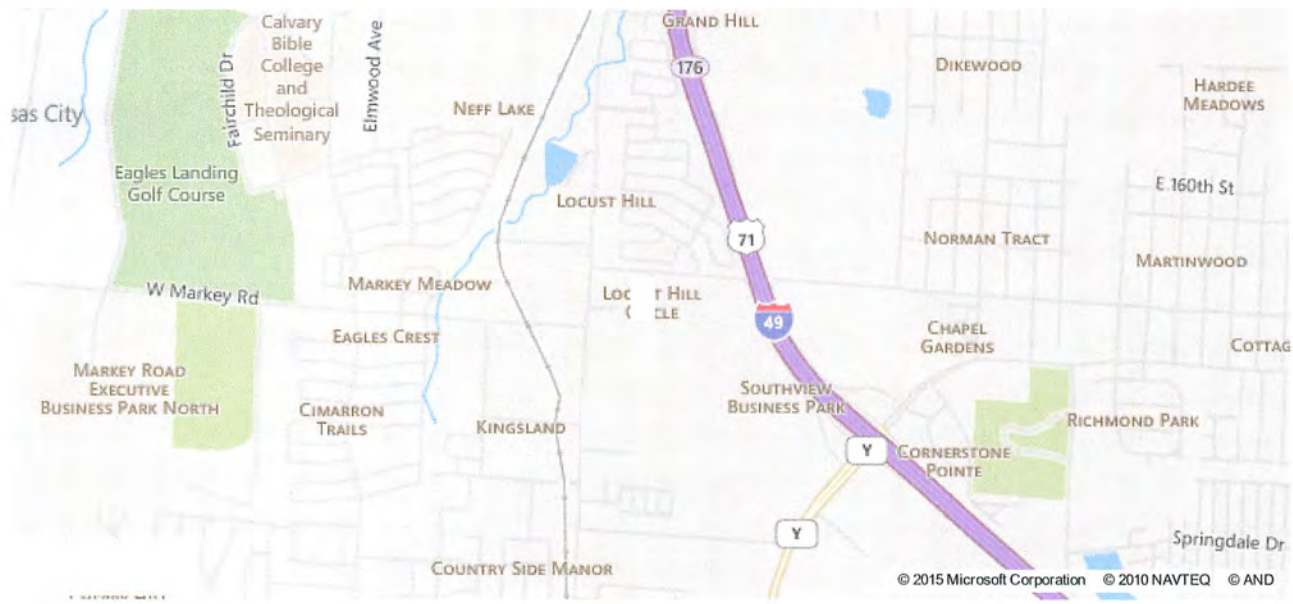
### Photos



### Maps



### Map View



### Street View

Address is approximate 953 Locust Hill Cir, Belton, Missouri

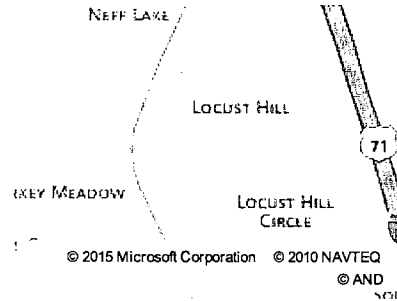


140 W Vivian Street, Belton, MO 64012

## Summary

### Sale Details

Sale Status: Sold  
Sale Date: 05/01/2013  
Sale Price: \$178,125 (\$44.53/SF)(Estimated)  
Document #: 522124



### Property Information

Property Type: Industrial  
Property Subtype: Warehouse  
Building Size: 4,000 SF  
Lot Size: 0.63 Acres  
APN / Parcel ID: 1372100

### Parties to Transaction

Seller: BRISBIN PETER A & SHERRY T  
  
Buyer: FOSTER, DAVID B  
807 Minnie Ave, Belton, MO 64012

### Financing Comments

Sale involved mortgage financing. Lender identified as PETER A & SHERRY T BRISBIN.

### Owner & Mortgage Information (at time of sale)

#### 05/01/2013

APN / Parcel ID 1372100  
Owner David  
Address 807 MINNIE AVE, BELTON, MO 64012  
Mortgage Details \$142,500 Private Party Lender  
Mortgage Deed Deed of Trust



Type

Lender Name PETER A & SHERRY T BRISBIN

Lender Address 22302 E STATE ROUTE 58, PLEASANT HILL, MO 64080

### Property Details (at time of sale)

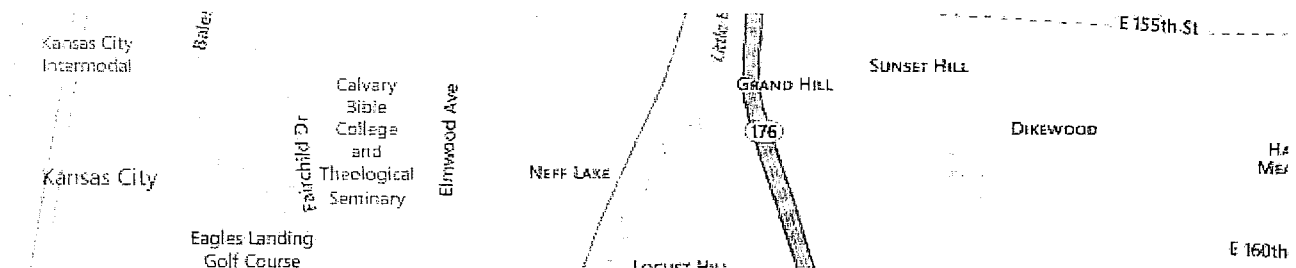
Property Type	Industrial
Property Subtype	Warehouse
Building Size	4,000 SF
Lot Size	0.63 Acres
No. Buildings	1
Property on Ground Lease	N
Year Built	1981

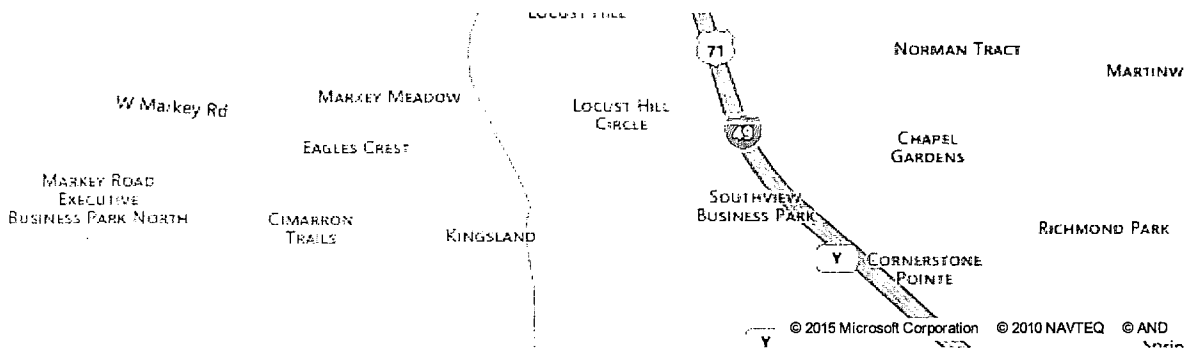
### Tax Information

APN / Parcel ID	1372100
Tax Amount	\$2,873.74
Tax Year	2013
Assessed Year	2013
Total Taxable Value	\$102,650
Total Taxable Land Value	\$21,100
Total Taxable Improvement Value	\$81,550
Assessed Total Value	\$32,850
Assessed Land Value	\$6,750
Assessed Improvement Value	\$26,100
Marketing Total Value	\$102,650
Marketing Land Value	\$21,100
Marketing Improvement Value	\$81,550

### Maps

#### Map View





Street View

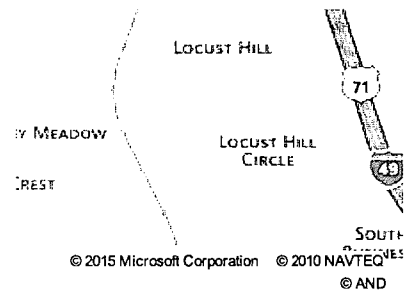


# 126 Wilbur Parish Circle, Belton, MO 64012

## Summary

### Sale Details

Sale Status: Sold  
Sale Date: 10/15/2012  
Sale Price: \$256,250 (\$56.94/SF)(*Estimated*)  
Document #: 509771



### Property Information

Property Type: Industrial  
Property Subtype: Warehouse  
Building Size: 4,500 SF  
Lot Size: 0.91 Acres  
APN / Parcel ID: 1376900

### Parties to Transaction

Seller: ROBERT HUNTER PROPERTIES LLC

Buyer: 126 WILBUR PARRISH CIRCLE LLC  
126 Wilbur Parish Cir, Belton, MO 64012

### Financing Comments

Sale involved mortgage financing. Lender identified as ROBERT HUNTER PROPERTIES LLC.

### Owner & Mortgage Information (at time of sale)

#### 10/15/2012

APN / Parcel ID 1376900  
Owner 126 Wilbur Parrish Circle Llc  
Address 126 WILBUR PARISH CIR, BELTON, MO 64012  
Mortgage Details \$205,000 Private Party Lender  
Mortgage Deed Deed of Trust

Type \*

Lender Name      ROBERT HUNTER PROPERTIES LLC  
Lender Address    508 NE LA COSTA ST, LEES SUMMIT, MO 64064

### Property Details (at time of sale)

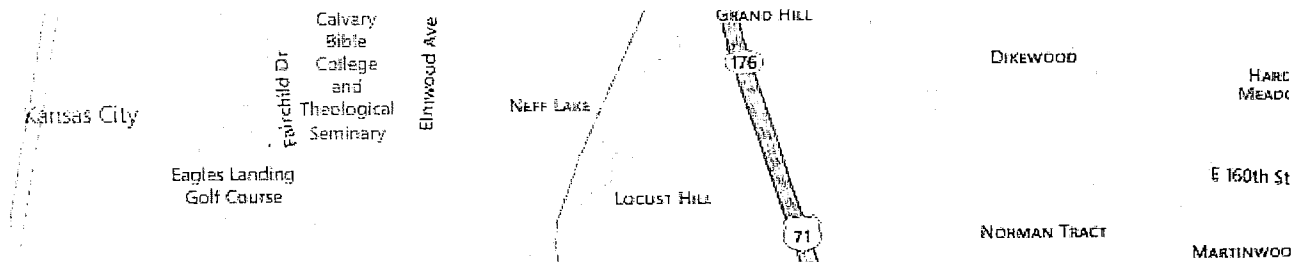
Property Type	Industrial
Property Subtype	Warehouse
Building Size	4,500 SF
Lot Size	0.91 Acres
No. Buildings	1
Property on Ground Lease	N
Year Built	1976

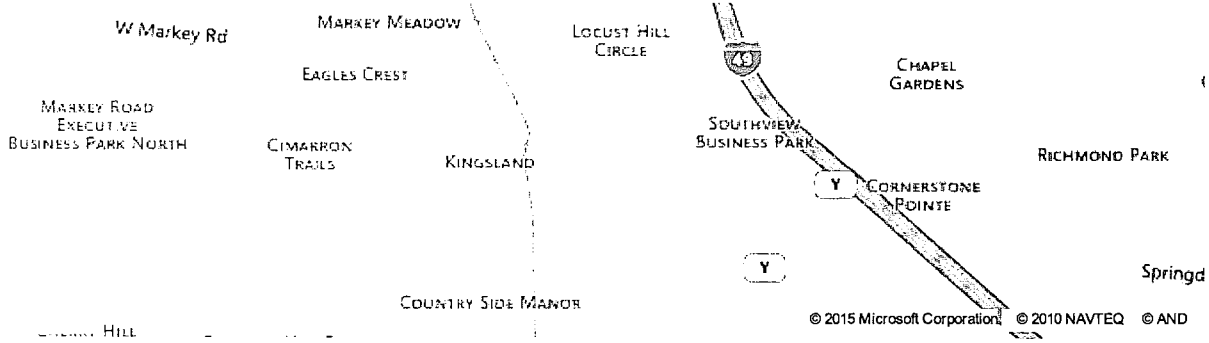
### Tax Information

APN / Parcel ID	1376900
Tax Amount	\$3,887.45
Tax Year	2011
Assessed Year	2012
Total Taxable Value	\$142,500
Total Taxable Land Value	\$29,700
Total Taxable Improvement Value	\$112,800
Assessed Total Value	\$45,600
Assessed Land Value	\$9,500
Assessed Improvement Value	\$36,100
Marketing Total Value	\$142,500
Marketing Land Value	\$29,700
Marketing Improvement Value	\$112,800

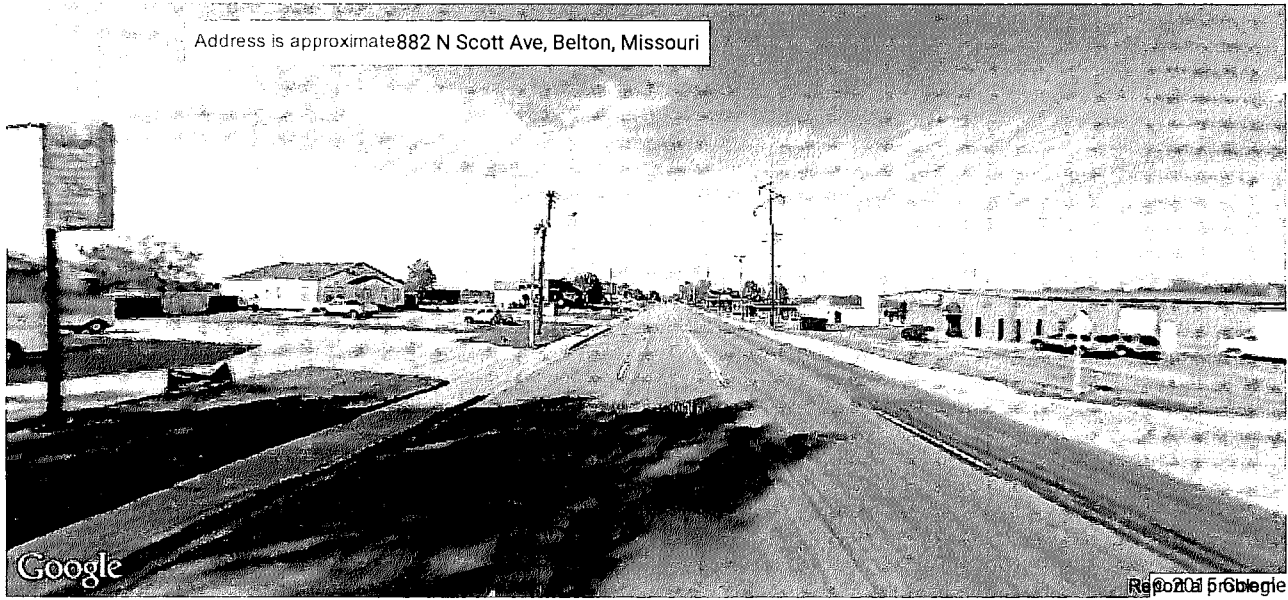
### Maps

#### Map View





Street View



# Real Estate Contract

(Auction-Approved by Missouri Legal Counsel)

This Real Estate Contract is made and entered into effective on the date last signed below by the parties ("Effective Date") by and between:

David Dawley, Personal Representative for the George Edward Jewell Estate (herein "Seller", jointly and severally, if more than one) and

[REDACTED] (herein "Buyer", jointly and severally, if more than one).

1. **Real Estate Buyer's Package.**

- a) The Subject Property, defined below, has been purchased on the Effective Date through an auction conducted on Seller's behalf by **Schulman & Associates, LLC / KC Auction & Realty** ("Auctioneer").
- b) Prior to the said Auction, Auctioneer delivered to Buyer (and all prospective bidders) a certain packet of information herein referred to as the "Real Estate Buyer's Package". Among other things, the Real Estate Buyer's Package contains a preliminary commitment for title insurance, issued by "Escrowee" identified below, with respect to the Subject Property.
- c) The Real Estate Buyer's Package, consisting of **32** pages, is attached hereto and is fully incorporated by reference herein so that it becomes an integral part of this Contract.

2. **Identity of Escrowee.** For the purposes of this Contract, the "Escrowee" shall be **Thomson Affinity Title** whose address is **1000 Middlebrook Dr., Suite C., Liberty, MO 64068**. The principal office address of Escrowee is in **Clay County, Missouri** ("County").

3. **Identity of Deed Form.** The deed which Seller shall give to Buyer at Closing shall be a **GENERAL** Warranty Deed.

4. **Sale and Purchase.** Seller agrees to sell and Buyer agrees to buy, upon the terms and conditions and for the consideration set forth below, the real estate and buildings thereon (all of the foregoing being hereinafter collectively referred to as the "Subject Property") legally described in the preliminary commitment for title insurance contained in the "Real Estate Buyer's Package" more fully identified below.

5. **Street Address.** The street address (if any) of the Subject Property is:

**960 Locust Hill Circle, Belton, MO 64012**

6. **Fixtures.** The aforesaid purchase and sale of the Subject Property shall include all "fixtures" as defined by the common law of the State of Missouri except for such fixtures as are subject to sale during the same auction at which Buyer has agreed to purchase the Subject Property.

7. **Purchase Price and Payment.** The total purchase price (herein "Purchase Price") which Buyer shall pay to Seller for the Subject Property shall be:

**\$** [REDACTED]

payable in the following manner:

- a) **\$10,000** (herein "Earnest Money Deposit" or "Deposit") by Seller's check payable to Escrowee and herewith delivered to Auctioneer, which shall immediately deposit such check with Escrowee. Escrowee shall hold, pay and disburse same on the following terms and conditions:
  - i) If closing of this transaction shall fail to occur for reasons which do not arise out of Buyer's breach hereof, then said Deposit shall be forthwith returned to Buyer. Escrowee may so disburse the Deposit without consent of Seller so long as, in Escrowee's subjective good faith judgment, closing has failed to occur for reasons which do not arise out of Buyer's breach hereof.
  - ii) If closing of this transaction shall fail to occur for reasons which do arise out of Buyer's breach hereof, Escrowee shall disburse the Deposit, 50% to Seller and 50% to Auctioneer, as liquidated damages herein provided. Escrowee may so disburse the Deposit without consent of Buyer so long as Buyer's breach is clear and convincing in Escrowee's subjective good faith judgment.
  - iii) If closing of this transaction shall fail to occur, Escrowee shall not have disbursed the Deposit under subparagraphs i) and ii) and Seller and Buyer shall be unable to agree upon the disposition of the Deposit within 30 days after the Closing Date hereinafter specified, Escrowee may (at its

option) institute an action in interpleader in the "County" (of Escrowee's principal office), the purpose of which is to secure Escrowee's release from further liability as to the Deposit. Escrowee shall be entitled to recover any reasonable costs (including its attorneys fees) incurred in so interpleading the Deposit. Once Escrowee is so released, the Circuit Clerk of the "County" (identified above as the county in which Escrowee has its principal office), shall hold the remaining balance of the Deposit pending outcome and disposition of mandatory arbitration proceedings as hereinafter provided.

- b) **\$** (being the balance of the Purchase Price) in cash or certified funds at the Closing Date, subject to contractual and customary closing adjustments.
8. **Review and Inspection of Subject Property/No Warranty.** Buyer acknowledges that, prior to execution of this instrument, Buyer has carefully inspected the Subject Property and all parts thereof. Buyer agrees that Buyer will accept the Subject Property in its present "as is" condition. Without limiting the effectiveness or importance of other provisions of this Contract, Buyer agrees that this section, and the immediately following section, are of the essence to Seller.
9. **Warranty Disclaimer/No Representations.** Buyer acknowledges that neither Seller nor any other person on Seller's behalf (including Auctioneer) has made any representations, agreements or warranties as to the value, condition, quality or suitability of the Subject Property or any improvements therein or thereon and, therefore, Buyer agrees to accept title and possession of the Subject Property "as is", "where is", "with all faults", and without express or implied warranties of any nature whatsoever, provided however, Seller agrees that, at the Closing Date, the Subject Property shall be delivered to Buyer in substantially the same condition as it now exists, reasonable wear and tear excepted. **The warranties being disclaimed include, without limitation, implied warranties of merchantability, habitability, tenantability and fitness for a particular purpose.**
10. **Physical Condition Executory Waiver and Release.** Seller has encouraged Buyer to thoroughly inspect all physical portions of the Subject Property for the existence of any hidden defects which may exist. In consideration of this Contract, Buyer (for itself and its successors and assigns) hereby waives and releases any and all claims or causes of action which Buyer may have or acquire against Seller from and after the date hereof relative to the condition of the Subject Property. Such agreement on the part of Buyer constitutes a material consideration for the transaction herein contemplated and shall survive Closing.
11. **Warranty Deed.** At closing, Seller shall convey the Subject Property to Buyer, in accordance with this Contract, by General Warranty Deed in customary form, subject to the Permitted Exceptions mentioned below.
12. **Title Exceptions.** The Subject Property shall be conveyed subject to the following exceptions ("Permitted Exceptions") to good and marketable title, regardless of whether incorporated into the General Warranty Deed prescribed above:
- a) Easements, reservations and restrictions of record; and
  - b) General state, county and municipal real estate taxes for the fiscal tax year of closing and subsequent years (subject to proration as hereinafter provided); and
  - c) Installment payments of special assessments (current year's installments to be prorated as provided below); and
  - d) Portions of the Subject Property in roads, roadways, streets and streams; and
  - e) Ordinances in effect on the date of this Contract as well as at the date of closing; and
  - f) Building lines, restrictions, limitations and easements as shown on the recorded plat (if any) encompassing all or any part of the Subject Property; and
  - g) Leases and tenancies, if any (and, if any, rentals shall be prorated between the parties as of the Closing Date, and Seller shall deliver to Buyer all, if any, security deposits held by Seller as "Landlord"); and
  - h) Any material and adverse encroachment, visible/apparent easement not of record, survey defect, overlap, boundary line dispute or other servitude not of record but which would be revealed by an accurate ALTA survey of the Subject Property; and
  - i) Such Schedule B-2 "exceptions" stated in the preliminary commitment for title insurance contained in the "Real Estate Buyer's Package" more fully identified below.
  - j) Except as specifically permitted above, no existing mortgages or other liens shall be Permitted Exceptions, provided however, so long as Seller's sale proceeds are sufficient to discharge such existing mortgage or other liens, such mortgages and liens shall be discharged with Seller's proceeds of sale.
13. **Taxes and Assessments.** General real estate taxes and special assessments (including state, county and city) with respect to the Subject Property shall be prorated as of the Closing Date (Seller shall also, at the Closing Date, pay all said real estate taxes and assessments for all fiscal tax years prior to the fiscal tax year in which the Closing Date occurs).
- a) If the actual amount of current general real estate taxes or assessments is not known, the amount to be

prorated shall be the amount of general real estate taxes and assessments for the next preceding fiscal tax year, regardless of the actual amount of said taxes and assessments for the year in which Closing occurs, and such proration at Closing shall be final and conclusive even if the taxes and assessments for the fiscal year of closing are either more or less than the taxes and assessments for the fiscal year on which the proration is based

- b) Any other impositions with respect to the Subject Property (such as but not limited to impositions arising from restrictions, covenants or community contracts applicable to the Subject Property) shall likewise be prorated at the Closing Date.

14. **Insurance, Condemnation and Risk of Loss.** If, prior to the Closing Date, any of the improvement(s) on the Subject Property shall be damaged so that the reasonable cost of restoration shall exceed \$5,000.00 or if any material portion of the Subject Property shall be taken under the power of eminent domain, Seller shall immediately give Buyer notice of same (and the nature and extent thereof) whereupon Buyer may, at the election of Buyer exercised by written notice given to Seller, terminate this Contract at any time within ten (10) days after Buyer shall have received such notice from Seller (or the Closing Date, whichever first occurs) whereupon Buyer shall refund of the Earnest Money Deposit. If Buyer shall not so terminate this Contract within the time provided, this Contract shall remain in full force and effect without any diminution of the Purchase Price and Buyer shall receive all (if any) insurance or condemnation proceeds payable by reason of such material damage or taking with respect to the Subject Property.

15. **Closing, Possession, Breach and Remedies.**

- a) This sale shall be closed at the offices of the Escrowee identified above, at any mutually agreeable time prior to 10:00 A.M. on:

**April 10<sup>th</sup>, 2015** (“Closing Date”),

but if no mutual agreement for prior closing is so made, closing shall occur on such date and at such time so stated; and

- b) At the time of closing, all monies and papers shall be delivered, and all other things, called for by this Agreement at the time of closing, shall be done; and
- c) Seller shall pay for and bear the following costs of closing:
  - i) 100% of the premium cost for the owner’s policy of title insurance to be provided to Buyer by Seller at the Closing Date; and
  - ii) 100% of the usual and customary fees which shall include Seller’s closing fee, Release recording fee(s). All other fees shall be attributed to and paid and discharged by Buyer.
  - iii) 50% of any escrow charges (if applicable) for funds held in escrow so as may be applicable to the transaction herein contemplated; and
  - iv) 100% of Seller’s share of prorated real estate taxes and assessment; and
  - v) 100% of Auctioneer’s fee/commission.
- d) All other reasonable and customary costs and expenses of closing, if any, shall be paid and discharged by Buyer.
- e) Possession of the Subject Property shall be delivered to Buyer upon receipt of recording clearance, together with keys to the improvements on the Subject Property, subject to any leases, tenancies and the Permitted Exceptions. Grant of possession prior to recording clearance shall be at the sole option of the Seller.
- f) In the event Seller has performed Seller’s obligations hereunder as of and through the Closing Date but Buyer fails to close and consummate hereunder (unless Buyer’s closing and consummation obligations are relieved or suspended under the provisions of this Contract), the parties acknowledge that Seller shall suffer damage which is difficult if not impossible to ascertain. Therefore, in the event Seller has performed Seller’s obligations hereunder as of and through the Closing Date but Buyer fails to close and consummate hereunder when Buyer is required to do so, this Contract shall be automatically terminated whereupon Buyer agrees to pay Seller and Auctioneer (as provided above) **liquidated damages in the amount of the entire Earnest Money Deposit, in lieu of all other damages and in lieu of any specific performance remedies which Seller might otherwise have against Buyer.**

16. **Conditions to Buyer’s Obligation to Consummate.** Buyer shall not be required to close and consummate hereunder unless each and every one of the following conditions have been satisfied on and as of the Closing Date (if the conditions are not satisfied at the Closing Date, Buyer shall have the option to either terminate the Contract or extend the time of closing for a reasonable time so as to enable Seller to satisfy the conditions in which event, Seller [unless otherwise noted below as being a Buyer obligation] shall use due diligence and best efforts to so satisfy such conditions by the time of closing so extended by Buyer):

- a) All (if any) of Seller’s covenants, representations and warranties contained herein shall be true when made



and as of the Closing Date.

- b) This Contract shall not have been terminated as provided in other sections hereof.
- c) Title to the Subject Property shall be in the condition called for in this Contract.
- d) The Escrowee, at Closing, shall be ready, willing and able to issue an owner's policy of title insurance to Buyer insuring title to the Subject Property to be in the condition called for in this Contract.


17. **Real Estate Commissions.** Seller shall pay all, if any, realtors' and brokers' commissions payable to Auctioneer, by virtue of any transaction mentioned in this instrument.

18. **Time of Essence.** Seller specifically declares to the other party hereto that closing and consummation hereunder no later than the Closing Date is of the essence.

19. **Attorney's Fees.** In the event either party shall institute (or be joined as a party) in any action or proceeding (including arbitration proceedings) due to the performance, non-performance, mis-performance, breach or default under this Contract, then the party who or which substantially prevails in such action or proceeding shall be entitled to recover from the other party such substantially prevailing party's reasonable attorney's fees, court costs and investigative expenses.

20. **Notices.** All notices required or permitted to be given pursuant to this instrument, in order to be effective, must be mailed, if to Seller, at:

**% Maneke Law Group, LC, 420 Nichols Rd., Ste. 200, Kansas City, MO 64112** (Seller's Notice Address), or to such other substitute address as may be hereafter specified to Buyer by notice given pursuant hereto and, if to Buyer, at:

 (Buyer's Notice Address), or to such other substitute address as may be hereafter specified to Seller by notice given pursuant hereto.

Said notices shall be transmitted by Certified United States mail addressed to the other party's Notice Address specified above. If either party shall so mail any notice to the other party's Notice Address specified above, such notice shall be conclusively deemed given on the second regular postal day next following the date of mailing.

21. **Severability.** If any provision of this instrument or any term, paragraph, sentence, clause, phrase or word appearing herein be judicially or administratively held invalid or unenforceable for any reason, such holding shall not be deemed to affect, alter, modify or impair in any manner any other provision, term, paragraph, sentence, clause, phrase or word appearing herein.

22. **Successors and Assigns.** All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors and assigns; it being understood and agreed, however, that Buyer shall have neither the right nor the power to delegate said party's duties or assign said party's rights hereunder without the express written consent of the other party, which consent may be withheld for any or no reason whatsoever.

23. **Governing Law.** This Contract shall be deemed made within the state of Missouri and the laws of such state shall govern the interpretation and construction hereof.

24. **Further Acts.** Both parties shall do and perform such other and further acts as are reasonably necessary so as to effectuate their intentions as herein expressed.

25. **Miscellaneous.**

- a) All rights and remedies of either party herein created or otherwise available at law or in equity are cumulative, and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as deemed desirable.
- b) Notwithstanding any provision of the Contract to the contrary, each of the parties expressly covenants and agrees that in the interpretation and performance of their obligations under the Contract (and in the exercise of their rights thereunder), they shall act with good faith and shall deal fairly with the other party.
- c) The failure of either party to insist upon strict performance by the other party of any of the covenants, conditions, provisions, rules and regulations, and agreements in this Contract shall not be deemed a waiver of any of such party's rights or remedies and shall not be deemed a waiver of any subsequent breach or default by the other party.
- d) No agency or partnership or joint venture relationship is intended to be created, by this instrument or otherwise, between Seller and Buyer.

26. **Lead Paint Disclosure.** The improvements on the Subject Property may have been constructed prior to 1978. If such is the case then, concurrently herewith, Seller and Buyer shall execute a lead-based paint disclosure form and Seller shall immediately give Buyer a copy of the federally mandated pamphlet entitled "Protect Your Family from Lead in Your Home".

27. **Mandatory Arbitration.** If the parties have a dispute regarding the terms hereof or performance hereunder, they

shall submit the dispute to arbitration in accordance with rules of the American Arbitration Association. The matter shall be submitted to one arbitrator, technically qualified and experienced in matters pertaining to real estate sales and dispositions. The cost of the arbitrator shall be paid by the party who or which does not substantially prevail in such arbitration proceedings, and the arbitrator's decision shall be final and binding upon the parties.

28. **Escrowee and Auctioneer.** Seller and Buyer jointly and severally agree to indemnify and hold Escrowee and Auctioneer harmless against any and all losses, claims, damages or liabilities and expenses not resulting from Escrowee's or Auctioneer's bad faith or gross negligence, including costs of investigation, attorney fees, and disbursements, which may be imposed upon or incurred by Escrowee or Auctioneer hereunder relative to the performance of their duties related to Seller, Buyer or the Subject Property, including without limitation any litigation arising from or in respect of this Contract or the transactions contemplated hereby. Escrowee and Auctioneer shall not be liable for any error of judgment or for any act done or omitted by them in good faith. Escrowee and Auctioneer are authorized to act on any document believed by them in good faith to be executed by the proper party or parties, and will incur no liability in so acting. Escrowee and Auctioneer are in all respects and for all purposes third party beneficiaries of this Contract to the extent that this Contract would entitle them to rights or benefits if they were signatory parties hereto, and each of them is entitled to enforce such rights and benefits, as herein provided, to the same extent they would be entitled if they were such signatory parties.

29. **Total Integration.** **THE CONTRACT (INCLUDING ANY RIDER, ADDENDUM OR EXHIBIT ATTACHED HERETO) CONSTITUTES THE COMPLETE AGREEMENT BETWEEN SELLER AND BUYER CONCERNING THE RELATIONSHIP OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS, UNDERSTANDINGS, PROMISES OR REPRESENTATIONS BETWEEN SELLER AND BUYER AFFECTING THIS CONTRACT OR THE SUBJECT PROPERTY. ALL PRIOR NEGOTIATIONS AND UNDERSTANDINGS, IF ANY, BETWEEN THE PARTIES HERETO WITH RESPECT TO THE SUBJECT PROPERTY OR THIS CONTRACT SHALL BE OF NO FORCE OR EFFECT AND SHALL NOT BE USED TO INTERPRET THIS INSTRUMENT.**

**In Witness Whereof**, the parties have executed this instrument on the dates written immediately below.

**CAUTION: THIS CONTRACT, ONCE SIGNED, IS A BINDING LEGAL OBLIGATION ON BOTH PARTIES. DO NOT SIGN UNLESS YOU FULLY UNDERSTAND THIS DOCUMENT.**

**THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**

<p>_____</p> <p><b>David Dawley, Personal Representative for the George Edward Jewell Estate</b></p> <p>Estate Tax ID: 47-6420672</p> <p><b>Seller</b></p>	<p>_____</p> <p>Date</p>	<p>_____</p> <p>_____</p> <p><b>Buyer</b></p>	<p>_____</p> <p>Date</p>
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## Other Agency Relationships

Missouri law does not prohibit written agency agreements which provide for duties exceeding that of a limited agent described in this pamphlet.

This brokerage authorizes the following relationships:

- Seller's Limited Agent
- Landlord's Limited Agent
- Buyer's Limited Agent
- Tenant's Limited Agent
- Sub-Agent
- Disclosed Dual Agent
- Designated Agent
- Transaction Broker
- Other Agency Relationship

Broker or Entity Name and Address

Schulman & Associates, LLC / KC Auction & Realty  
5608 N. Oaktree Lane  
Kansas City, MO 64118-5239

## MISSOURI BROKER DISCLOSURE FORM



This disclosure is to enable you, a prospective buyer, seller, tenant or landlord of real estate, to make an informed choice BEFORE working with a real estate licensee.

Missouri law allows licensees to work for the interest of one or both of the parties to the transaction. The law also allows the licensee to work in a neutral position. How the licensee works depends on the type of brokerage service agreements involved. Since the sale or lease of real estate can involve several licensees, it is important that you understand what options are available to you regarding representation and to understand the relationships among the parties to any transaction in which you are involved.

Missouri laws require that if you want representation, you must enter into a written agreement. This may or may not require you to pay a commission. You do not need to enter into a written agreement with a transaction broker unless you intend to compensate this licensee. These agreements vary and you may also want to consider an exclusive or nonexclusive type of relationship.

If you choose not to be represented by an agent, the licensee working with you may be working for the other party to the transaction.

# CHOICES AVAILABLE TO YOU IN MISSOURI

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## Seller's or Landlord's Limited Agent

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Duty to perform the terms of the written agreement made with the seller or landlord, *to exercise reasonable skill and care for the seller or landlord, and to promote the interests of the seller or landlord* with the utmost good faith, loyalty and fidelity in the sale, lease, or management of property.

Information given by the buyer/tenant to a licensee acting as a Seller's or Landlord's Limited Agent will be disclosed to the seller/landlord.

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## Buyer's or Tenant's Limited Agent

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Duty to perform the terms of the written agreement made with the buyer or tenant, *to exercise reasonable skill and care for the buyer or tenant and to promote the interests of the buyer or tenant* with the utmost good faith, loyalty and fidelity in the purchase or lease of property.

Information given by the seller/landlord to a licensee acting as a Buyer's or Tenant's Limited Agent will be disclosed to the buyer/tenant.

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## Sub-Agent (Agent of the Agent)

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Owes the same obligations and responsibilities as the Seller's or Landlord's Limited Agent, or Buyer's or Tenant's Limited Agent.

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## Disclosed Dual Agent

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With the written consent of all parties, represents both the seller and the buyer or the landlord and the tenant.

*A Disclosed Dual Agent may disclose any information to either party that the licensee gains that is material to the transaction.*

A dual agent may not disclose information that is considered confidential, such as:

- Buyer/Tenant will pay more than the purchase price or lease rate
- Seller/Landlord will accept less than the asking price or lease rate
- Either party will agree to financing terms other than those offered
- Motivating factors for any person buying, selling or leasing the property
- Terms of any prior offers or counter offers made by any party.

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## Designated Agent

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Acts as your specific agent, whether you are a buyer or tenant, or seller or landlord. When the broker makes this appointment, the other real estate licensees in the company do not represent you.

There are two exceptions with both resulting in dual agency:

1. The agent representing you as a buyer or tenant is also the agent who listed the property you may want to buy or lease.
2. The supervising broker of two designated agents becomes involved in the transaction.

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## Transaction Broker

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Does not represent either party, therefore, does not advocate the interest of either party.

A transaction broker is responsible for performing the following:

- Protect the confidences of both parties
- Exercise reasonable skill and care
- Present all written offers in a timely manner
- Keep the parties fully informed
- Account for all money and property received
- Assist the parties in complying with the terms and conditions of the contract
- Disclose to each party of the transaction any adverse material facts known by the licensee
- Suggest that the parties obtain expert advice.

A transaction broker shall not disclose:

- Buyer/Tenant will pay more than the purchase or lease price
- Seller/Landlord will accept less than the asking or lease price
- Motivating factors of the parties
- Seller/Buyer will accept financing terms other than those offered.

A transaction broker has no duty to:

- conduct an independent inspection of, or discover any defects in, the property for the benefit of either party
- conduct an independent investigation of the buyer's financial condition.

# TERMS AND CONDITIONS



- **AUCTION REGISTRATION**

THIS IS AN INTERNET ONLY AUCTION, registration will take place online - If you prefer to register or turn in a bid in person, please call our office at 816-455-5520 to make arrangements..

- **EARNEST MONEY DEPOSIT**

A non-refundable deposit of \$10,000 is required if you are the winning bidder. The winning bidder is required to bring the deposit to 1070 Washington St., Kansas City, MO 64105, and execute a purchase and sales agreement the next business day following the conclusion of the auction. Deposit must be in the form of Cashier's check, or personal check with bank letter of guarantee or cash. All checks should be made out to Thomson Affinity Title, LLC.

- **BUYER'S PREMIUM**

A 10% buyer's premium shall be added to the successful bidder's high bid and included in the total purchase price to be paid by the successful bidder. For example, if you bid \$100,000 the total sale price is \$110,000.

- **COURT APPROVAL OF HIGH BID**

This is a court ordered probate auction. Thus, the final high bid is subject to court approval.

- **REAL ESTATE CLOSING**

Buyers must close within 30 days of the auction date. Time is of the essence. The entire purchase price must be paid by cashiers, certified check, or wired funds at closing. Seller shall furnish at seller's expense an Owner's Policy of Title Insurance in the amount of the total purchase price and shall execute a general warranty deed conveying the real estate to the buyer(s).

- **REAL ESTATE BROKERS/AGENTS**

A commission of 3% calculated on the successful buyer's high bid, shall be paid (where allowed by law) to the qualified broker who is duly licensed in Kansas (for KS properties) or Missouri (for MO properties), whose properly registered client is the successful bidder at the auction, and whose client pays for and settles on the property by the closing date. A broker shall not be entitled to any commission on account of any sale to entity of which (or of any affiliate of which) the broker is a principal, employee or affiliate, or immediate family member. Brokers must register their prospective clients on the appropriate form by contacting Schulman & Associates, LLC / KC

Auction & Realty. The form must be submitted via fax, (816) 533-7100 or email ([david@dschulmanassociates.com](mailto:david@dschulmanassociates.com)) no later than 24 hours prior to the end of the auction. If a legal entity is the Client, the principals must be disclosed.

- **AGENCY**

Schulman & Associates, LLC / KC Auction & Realty is the selling agent and all parties employed by or associated with Schulman & Associates, LLC / KC Auction & Realty represent the Seller in this transaction.

- **DYNAMIC CLOSING**

The closing time of an asset is automatically extended an additional 10 minutes whenever a bid is placed within the last 10 minutes of the asset's closing time.

- **AUCTION PURCHASE AND SALE AGREEMENT**

The successful bidder shall execute an Auction Purchase and Sales Agreement (P&S) at 1070 Washington St., Kansas City, MO 64105, the next business day following the conclusion of the auction. Upon execution by the Seller, the P&S will supersede all printed material and will serve as the governing document for sale of the property. The P&S contains an acknowledgment that the purchaser has inspected the property prior to the auction, is relying solely on his/her inspection of the property in making the decision to purchase, and is purchasing the property "as is, where is" with all faults and without reliance on any warranty of any kind whatsoever. No changes in the Terms and Conditions of the P&S will be permitted. A sample P&S is included in the Property Information Package available at [www.dschulmanassociates.com](http://www.dschulmanassociates.com).

- **FINANCING**

Financing is not a contingency of sale in this offering. Therefore, it is strongly recommended that potential bidders ensure in advance that they are able to obtain the necessary financing to close the transaction. If purchaser cannot obtain financing on the property because he/she cannot fulfill terms or does not qualify, then purchaser must either close for cash within the contractual period or forfeit his/her earnest money deposit.

- **EASEMENTS AND LEASES**

Sale of said property is subject to any and all easements of record and any and all leases.

- **TAXES**

Taxes are to be prorated between Purchaser & Seller as of the closing date.

- **PRE-AUCTION SALES**

As exclusive agents for the Seller, the Auctioneer has a fiduciary obligation to present any and all offers to the Seller. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all auction terms and be submitted to the Auctioneer on the Real Estate Sale Contract along with the required deposit. Properly submitted offers will be presented to the Seller, who may accept or reject such offer in their sole and absolute discretion.

*All information contained in this and other advertisements was obtained from sources believed to be accurate. However, no warranty or guarantee, expressed or implied, is intended or made. All buyers must independently investigate and confirm any information or assumptions on which any bid is based. This property is offered for sale to qualified buyers without regard to prospective buyer's race, color, religion, sex, marital status or national origin. All announcements made at the auction take precedence over any other information or printed matter. Neither Schulman & Associates, LLC / KC Auction & Realty nor the seller makes or has made any representation or warranty with respect to the accuracy, correctness, or completeness of the information, the contents or meaning of the information, or the valuation of the real estate and shall not be held liable. Any decision to purchase or not to purchase the real estate is the sole and independent business decision of the potential buyer. No recourse or cause of action will lie against any of the above-mentioned parties should buyer become dissatisfied with its decision, whatever it may be, at a later date.*

*Server & Software Technical Issues: In the event there are technical difficulties related to the server, software or any other online auction-related technologies, Schulman & Associates, LLC / KC Auction & Realty reserves the right to extend bidding, continue the bidding, or close the bidding. NEITHER THE COMPANY PROVIDING THE SOFTWARE NOR SCHULMAN & ASSOCIATES, LLC / KC AUCTION & REALTY 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 Schulman & Associates, LLC / KC Auction & Realty.*



★ **ONLINE ONLY** ★

# COMMERCIAL REAL ESTATE AUCTION

## 4,000 SF LIGHT INDUSTRIAL/MANUFACTURING

### BIDDING ENDS TUESDAY, MARCH 10 @ 3PM



## Locust Hill Industrial Park 960 Locust Hill Circle, Belton, MO 64012

**Directions:** I-49 to 155th St. exit. West on 155th to N. Scott Ave. South on N. Scott to Locust Hill Rd. East on Locust Hill one block to Locust Hill Circle. South on Locust Hill Circle, property is on your right.

To settle the Estate of George Edward Jewell, this property, built in 1976, will sell via online public auction. **The final high bid will be subject to court approval.** Located in the Locust Hill Industrial Park behind the Quik Trip distribution center in Belton, MO, this 4,000 sf warehouse sits on approximately .44 acres, with about 145 ft of frontage on Locust Hill Rd. It can and has been previously used for light industrial and manufacturing purposes. The warehouse has two, 10' x 12' overhead doors located on the north and south sides of the building. The main entrance is located on Locust Hill Circle. Driveway and parking area is asphalt and the roof is of metal "A" frame construction. This building will need some work, but with all the current and future development going on in and around this location, it would be a great opportunity for the right individual.

**Real Estate Terms & Conditions:** 10% buyer's premium, \$10,000 escrow deposit due within 24 hrs of online high bid. **THIS BID WILL BE SUBJECT TO COURT APPROVAL.** Closing will be within 30 days. Property is sold AS-IS in its present condition. Property information package available. Please see website. Taxes for 2014 were \$2,893.11.

**BROKER PARTICIPATION INVITED! 3% COMMISSION OFFERED!**

**Property Preview:**

Saturday, March 7 from 12-2PM,  
and by appointment.



**KC AUCTION & REALTY**



WWW.KCAUCTIONREALTY.COM

David Schulman, Broker/Owner

**816-455-5520**



FOR THE COMPLETE LISTING AND ADDITIONAL PHOTOS GO TO [WWW.KCAUCTIONREALTY.COM](http://WWW.KCAUCTIONREALTY.COM)