

Terms and Conditions:

Auction Sales Method: The real estate will be offered as 1 tract of land, selling to the highest bidder.

Demolition Waiver: The winning bidder will be required to sign an Iowa Department of Natural Resources Time of Transfer Inspection Waiver for Building Demolition. The Health Department requires you to schedule an appointment with them to sign the waiver as it must be done with a notary. This must be completed prior to closing.

Survey: At the buyer's option and expense, they can have the property surveyed if desired. The final contract price will not be adjusted to reflect any difference between the advertised and actual surveyed acres.

Fences: All existing fences, if any, are conveyed in their present condition. The Seller will not repair, replace, or upgrade any fencing prior to closing. Some tract or boundary lines may not have fencing in place; if new fencing is desired, all installation and associated costs shall be the Buyer's responsibility after closing. Fence locations are approximate and not guaranteed to match property boundaries.

Minerals: All mineral interests owned by the Seller, if any, will be conveyed to the Buyer(s).

Taxes: The real estate taxes will be pro-rated to the day of closing.

Contract and Title: Immediately upon the conclusion of the bidding, the high bidder(s) will enter into a real estate contract and the earnest money will be deposited in the Real Estate Trust Account of the seller's attorney. The Seller will provide a current abstract of title at their expense.

Earnest Payment: A non-refundable Earnest Payment in the amount of ten (10%) percent of the contract price shall be due with the acceptance of the offer. The payment may be in the form of a cashier's check, personal check, company check, or wired funds.

Closing: The sale closing is on October 9th, 2026. Certified funds will be required at the time of closing for the remaining balance of the purchase. The balance shall be paid in the form of certified funds upon closing.

Possession: Possession will be granted at closing, or such other date agreed to by both parties, subject to the current farm lease.

Agency: Whitaker Marketing Group stipulates that they are representing the seller exclusively in this transaction. Whitaker Marketing Group acts as the Auctioneer and Auction Company. Winning bidder acknowledges that they are representing themselves in completing the auction sales transaction.

Notice: All information contained in this brochure has been gained from sources considered to be reliable. However, bidders are invited to inspect the property and make their own investigations with respect thereto. This sale is subject to all easements, covenants, leases, and restrictions of record. All sales are presumed to be made by the individual judgment of the purchaser. All property is sold on an "As is- Where is" basis with no warranties or guarantees, expressed or implied, made by the Realtor or Seller. All map boundaries are approximate, and photographs used may or may not depict the actual property. Seller reserves the right to reject any and all bids. Any announcements made auction day by the auctioneer will take precedence over any previous material or oral statements. Bidding increments are at the sole discretion of the auctioneer. All decisions of the auctioneer are final.

Online Bidding: Please visit our website to register for online bidding. Server, Software, and Phone Technical Issues: In the event there are technical difficulties related to the server, software, phone, or any other online auction-related technologies, Whitaker Marketing Group reserves the right to extend bidding, continue the bidding, or close the bidding. Neither the company providing the software nor Whitaker Marketing Group shall be held responsible for a missed bid or the failure of the software to function properly for any reason. E-mail notification will be sent to registered bidders with updated information as deemed necessary by Whitaker Marketing Group.

Seller(s): Ronald W Albers & Sandra P Albers Revocable Trust & Edith A Paustian Trust