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# LAND AUCTION

SEPTEMBER 29, 2022

WHEATFIELD, INDIANA

**BROKER: CRAIG STEVENSON** 

**AUCTIONEER: JOHNNY KLEMME | LICENSE #: AU12000053** 

# **AUCTION INFORMATION**



95.5+/- Acres | Jasper County, Indiana Listing # CS223795AU

# **AUCTION DATE/LOCATION**



Thursday September 29, 2022 6:00 pm CST

I IVF:

American Legion 1101 15th St. SE DeMotte, IN 46310

ONLINE:

bid.GFarmLand.com

Attendees may pre-register by calling 765-426-6666 or email auctions@GFarmLand.com

# LIVE BIDDING

- All bidders must be registered prior to the auction start time.
- All potential bidders must present a state issued I.D. at registration. Those planning to bid should arrive no later than 5:45 pm EST to register.

# **ONLINE BIDDING**

- To bid on these properties, you must be registered as an online bidder before the auction starts.
- To register, go to bid.gfarmland.com from an internet browser. Do not use "www." when typing the website address. Navigate to auction you wish to register for and click on the VIEW AUCTION button.
- Follow on-screen prompts/buttons.
- Contact Manager, Craig Stevenson at (574)-870-4383 with questions.

# **AGENCY & AUCTIONEER**

- Geswein Farm & Land Realty, LLC and representatives are Agents of the seller.
- Craig Stevenson, Broker
- Johnny Klemme, Auctioneer License # AU12000053

# **VIEWING AUCTION**

To View Only on sale day, navigate to the auction via bid. gfarmland.com (as above). Click on the "View Live" button. The auction is LIVE when the button is green.

### **PROCEDURE**

- The winning bidder must be prepared to present a 10% check or wire transfer for earnest money made payable to Geswein Farm & Land Realty, LLC upon conclusion of the auction.
- Seller Reserves the right to accept or reject any and/or all bids.

### **ANNOUNCEMENTS**

Information provided herein has been obtained from sources deemed reliable; Auctioneer & Agency make no guarantees as to its accuracy. Prospective bidders are responsible to fully inspect the property and formulate their own conclusions. Any announcements made the day of the auction will take precedence over any previously printed and/or oral statements. Acreages figures are based on information currently available, but are not guaranteed.

# **METHOD OF SALE**

- The property is being offered to the highest bidder(s) in the manner resulting in the highest sale price.
- Seller reserves the right to accept or reject any and all bids.

# TERMS OF POSSESSION

Successful bidder(s) will pay 10% of the successful bid on the day of sale as earnest money. Successful bidders are purchasing with no financing contingencies and must be prepared for cash settlement of their purchase on or before October 31, 2022 or after any objections to title have been cleared. Final settlement will require wire transfer. Possession will be given at settlement subject to the existing lease which expires when the 2022 crop is harvested. Current tax year 2022 real estate taxes shall be pro-rated on the date of closing.

# **CONTRACT & TITLE**

Upon the conclusion of the auction, the successful bidder(s) will enter into a real estate contract and deposit the earnest money with the designated escrow agent. The seller will provide an owner's title insurance policy in the amount of the contract price or Abstract of Title for review by the Buyer(s). Any and all closing fees will be shared by both buyer and seller.

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# **AUCTION TERMS & CONDITIONS**

# 95.5+/- Acres | Jasper County, Indiana Listing # CS223795AU



#### Offering Procedure:

The successful Bidder(s) must be prepared to present a check or complete a wire transfer for not less than 10% of the purchase price at the conclusion of the auction to serve as Earnest Money. Funds (checks/wire transfers) must be made payable to Geswein Farm & Land Realty, LLC.

Seller reserves the right to accept or reject any and/or all bids.

The property is being offered to the highest bidder in the manner resulting in the highest sale price.

#### DOWN PAYMENT:

A down payment must be included with written bids for not less than ten (10%) percent of the bid and must be submitted at the time of acceptance of the high bid(s) on September 29, 2022. The down payment may be made in the form of a personal check, business check, or cashier's check OR wire transfer. The balance of the contract purchase price is due in cash at closing. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, be certain that you have arranged financing, if needed, and are capable of paying for the property in cash at closing.

ACCEPTANCE OF BID PRICES: The successful high bidder(s) will enter into a purchase agreement immediately following the close of bidding for presentation to the seller. Final bid prices are subject to approval or rejection by seller.

POSSESSION: Possession will be given at settlement subject to the existing lease which expires when the 2022 crop is harvested.

CLOSING: Successful bidders are purchasing with no financing contingencies and must be prepared for cash settlement of their purchase on or before October 31, 2022 or after any objections to title have been cleared. Final settlement will require wire transfer.

TITLE: Seller shall furnish the buyer at seller's expense an owner's policy of title insurance in the amount of the purchase price, and agrees to provide and execute a proper deed conveying merchantable title to the real estate to the

REAL ESTATE TAXES AND ASSESSMENTS: Current tax year 2022 real estate taxes and assessments due and payable in 2023 shall be pro-rated on the date of closing. Real estate taxes and assessments in 2023 and beyond shall be paid by Buyer.

EASEMENTS: Sale of property is subject to any and all recorded or apparent

SURVEY: Seller shall provide a new survey where there is no existing legal description sufficient to convey title. Any need for a new survey shall be determined solely by the seller unless such surveys are required by the State or local law. The cost of the survey shall be shared equally by the seller and buyer(s). The type of survey performed shall be at the seller's option and sufficient for providing a standard form owner's title insurance policy and the transfer of merchantable title. If a survey is completed, the purchase price for the surveyed tract(s) will be adjusted, up or down, to the exact surveyed acres. The price per acre will be the auction price bid for the tract, divided by the tract acreage estimated in the auction brochure.

MINERAL RIGHTS: Sale shall include 100% of the mineral rights owner by the seller, if any

ACREAGES: All acreages are approximate and have been estimated based upon current legal descriptions, FSA records, and aerial mapping software.

AGENCY: Geswein Farm & Land Realty, LLC is the exclusive agent of the seller. Indiana Auction License # AU12000053.

DISCLAIMER AND ABSENCE OF WARRANTIES: All information in this brochure and all related materials are subject to the terms and conditions outlined in the purchase agreement. ANNOUNCEMENTS MADE BY THE REAL ESTATE AGENCY OR AUCTIONEER DURING THE TIME OF THE SALE WILL TAKE PRECEDENCE OVER ANY PREVIOUSLY PRINTED MA-TERIAL OR ANY OTHER ORAL STATEMENTS MADE.

NEW DATA, CORRECTIONS AND CHANGES: Please review all announcements prior to scheduled auction time to inspect any changes, corrections, or additions to the property information.

**PROPERTY INSPECTION:** Every potential Bidder is responsible for conducting, at their own risk, their own independent inspections, due diligence, investigations are considered in the conduction of the conductio tigations, and inquiries concerning the property. Inspection dates have been scheduled and will be staffed with auction personnel. Further, Seller, Seller's Agent, and Auctioneer disclaim any and all responsibility for Bidders safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale.

The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either express or implied, concerning the property is made by the seller or the auction company, auctioneer or real estate agency. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in the brochure is believed to be accurate but is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by the seller, the auction company, auctioneer, or real estate agency. All sketches and dimensions in this brochure are approximate. All acreages are approximate and have been estimated based on legal descriptions or aerial photographs. Conduct at the auction and increments of bidding are at the direction and discretion of the auction company and/or auctioneer. The seller & sellers agent reserve the right to preclude any person from bidding if there are any questions as to the person's credentials, fitness, etc. All decisions of the auction company or seller agent are final.

NOTE: Videotaping, flash photography, and/or public announcements will be allowed on auction day ONLY with prior approval from Geswein Farm & Land Realty, LLC.

#### CONDITIONS OF THE AUCTION:

The Auctioneer's decision is final in the event of a dispute over any Auction matter. The Auctioneer reserves the right to accept bids in any increments he feels are in the best interest of his clients and reserve the right to waive any previously printed or announced requirements. All Auction day announcements by the Auctioneer supersede any printed material or any other Auction statements made previously. The Auctioneer reserves the right to bid on behalf of any buyer. All Auction Sales Contracts will be presented to the seller for approval. The Auctioneer reserves the right to withdraw any property from the Auction, without penalty. Auctioneer may elect to cancel the Auction without penalty if Auctioneer believes that the outcome will not be in the Seller's best interest. If Seller is not present, the Auctioneer may elect to start or cancel the Auction without penalty. The Auctioneer shall be held harmless by buyer and seller should the property fail to go to a successful settlement for any reason. The seller, Auctioneer, and it's agents shall not be held liable for any errors or omissions regarding Auction property. Buyer assumes responsibility to check with the appropriate authority/authorities regarding the property's zoning and current or future intended use as well as any restrictions or covenants affecting the property. Bidder(s) have the right and should examine the applicable county master plan and any municipal land use plans and maps for the area in which the property is located prior to bidding. The Seller, Auctioneer, and agents assume no responsibility for the information contained in said plan(s) and assumes no liability for failure by buyer to review the plans. The contract will not be contingent upon bidder(s) review of such plans. Auctioneer complies with all federal, state, and local laws regarding the buying and selling of property.

#### VIDEO/PHOTO DISCLAIMER & RELEASE

This auction may be videotaped, as all of our auctions. As a condition of attendance, attendees have agreed to the use of themselves without further consideration or compensation in both audio and video forms. These recordings may be used for purposes of illustration, broadcast, or distribution in any manner associated with the promotion of Geswein Farm & Land Realty, LLC.

In the event of any conflict between this document and the sales contract, the sales contract will prevail.

#### RELEASE OF LIABILITY

Attendees agree to observe and obey all rules, warnings, and oral instructions or directions given by Geswein Farm & Land Realty, LLC and/or auction house. Attendees hereby release, waive, and forever discharge any and all liability, claims, and demands of whatever kind or nature against Geswein Farm & Land Realty, LLC and its affiliated partners and sponsors, including in each case, without limitation, their directors, officers, employees, volunteers, and agents (the "released parties") either in law or in equity, to the fullest extent permissible by law, including but not limited to damages or losses caused by the negligence, fault, or conduct of any kind on the part of the released parties, including but not limited to death, bodily injury, illness, economic loss, or out of pocket expenses, or loss or damage to property, which attendees, heirs, assignees, next of kin and/or legally appointed or designated representatives, may have or which may hereinafter accrue on my behalf, which arise or may hereafter arise from my attendance and/or participation.

> License # AU12000053 **AUCTIONS | REAL ESTATE | FARM MANAGEMENT** www.GFarmLand.com

# WHEATFIELD FARM

95.55+/- Acres | Jasper County Listing # CS223795AU



WHEATFIELD TOWNSHIP/ JASPER COUNTY

89.05 FSA Acres of Cropland

Weighted Average Productivity Index: 138.7

Excellent Road Frontage: 1300 N, 400 W, & 350 W

Conveniently Located between De Motte & Wheatfield



FARM & LAND **Real Estate & Auctions** 

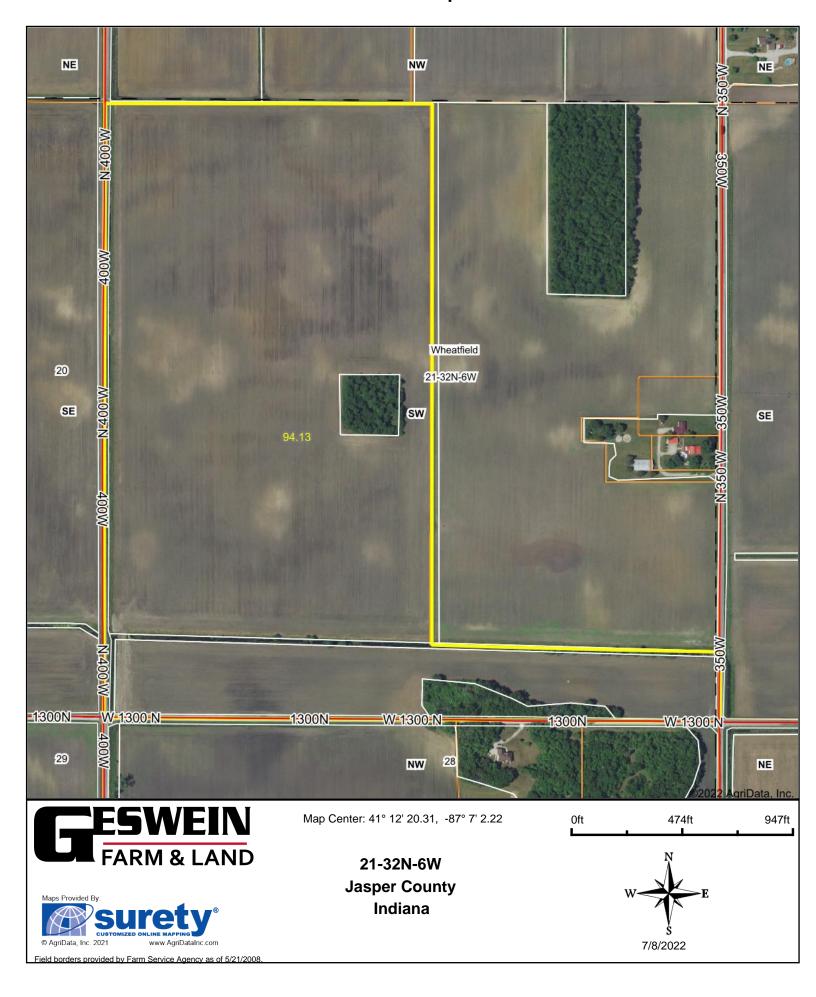
AUCTIONEER: JOHNNY KLEMME LICENSE #: AU12000053 FOR MORE INFORMATION CONTACT: CRAIG STEVENSON

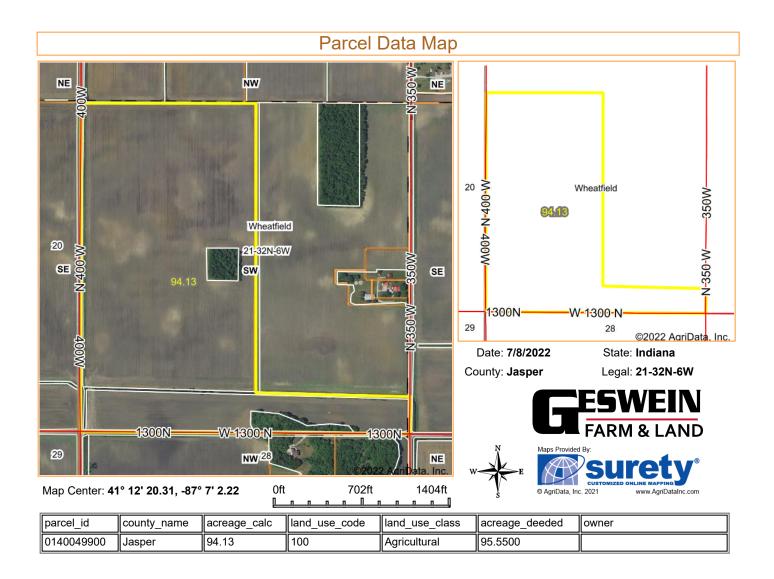
(574)870-4383

Craiq@Gfarmland.com

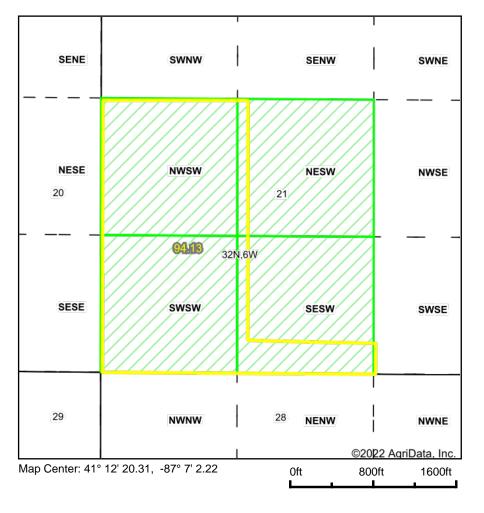


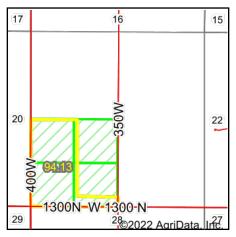
# **Aerial Map**





# **PLSS Legal Description**





Acres: 94.13
Date: 7/8/2022
Township: Wheatfield
County: Jasper
State: Indiana







PLSS Source: Various State Sources

PLSS Note: No Government Lots. Quarters created by equally splitting the sections

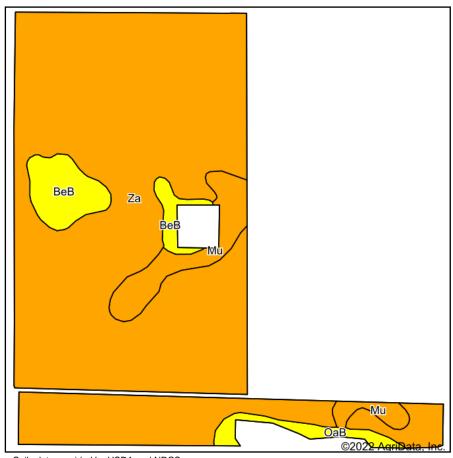
#### Short Legal:

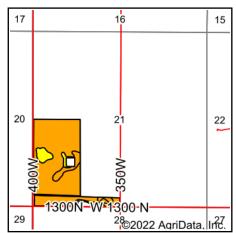
W2SW; PT NESW; PT SESW 21-32N-6W

#### Long Legal:

W1/2 SW1/4; PART OF THE NE1/4 SW1/4; PART OF THE SE1/4 SW1/4 OF SECTION 21, TOWNSHIP 32 NORTH, 6 WEST, JASPER COUNTY, INDIANA

# **Soils Map**





State: Indiana County: **Jasper** Location: 21-32N-6W Township: Wheatfield

Acres: 89.05 Date: 7/8/2022







Soils data provided by USDA and NRCS.

Area Symbol: IN073, Soil Area Version: 22

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Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Water Table	Non- Irr Class *c	Corn Bu	Corn Irrigated Bu	Grass legume hay Tons	Pasture AUM	Soybeans Bu	Soybeans Irrigated Bu	Wheat Bu	Winter wheat Bu	*n NCCPI Overall	*n NCCPI Corn	*n NCCF Soybear
Za	Zadog- Maumee loamy sands	76.72	86.2%		0.5ft.	IIIw	146		5	10	36			58	52	52	
	Morocco loamy sand, 0 to 2 percent slopes	5.57	6.3%		2ft.	Ills	102		3	7	36		38	3	51	51	
BeB	Brems loamy sand, 1 to 3 percent slopes	4.93	5.5%		2.5ft.	IVs	91	5	3	6	32	2		41	55	55	
OaB	Oakville fine sand, 2 to 6 percent slopes	1.83	2.1%		> 6.5ft.	1	72		3	5	25			36	46	46	
	Weighted Average				Average	3.08	138.7	0.3	4.7	9.5	35.6	0.1	2.4	53.2	*n 52	*n 52	*n

<sup>\*</sup>n: The aggregation method is "Weighted Average using all components"

<sup>\*</sup>c: Using Capabilities Class Dominant Condition Aggregation Method Soils data provided by USDA and NRCS.

### **4 Year Crop History**



Owner/Operator:

Address:

Address:

Phone:

Date:

Farm Name:

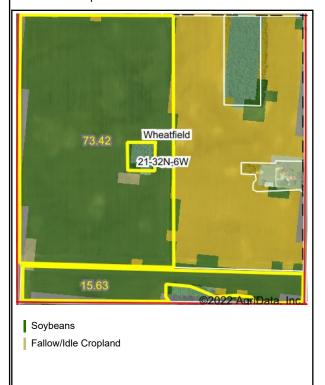
Field ID:

Acct. #:

Crop Year:



Crop Year:





Crop Year:



Map Center: 41° 12' 20.31, -87° 7' 2.22

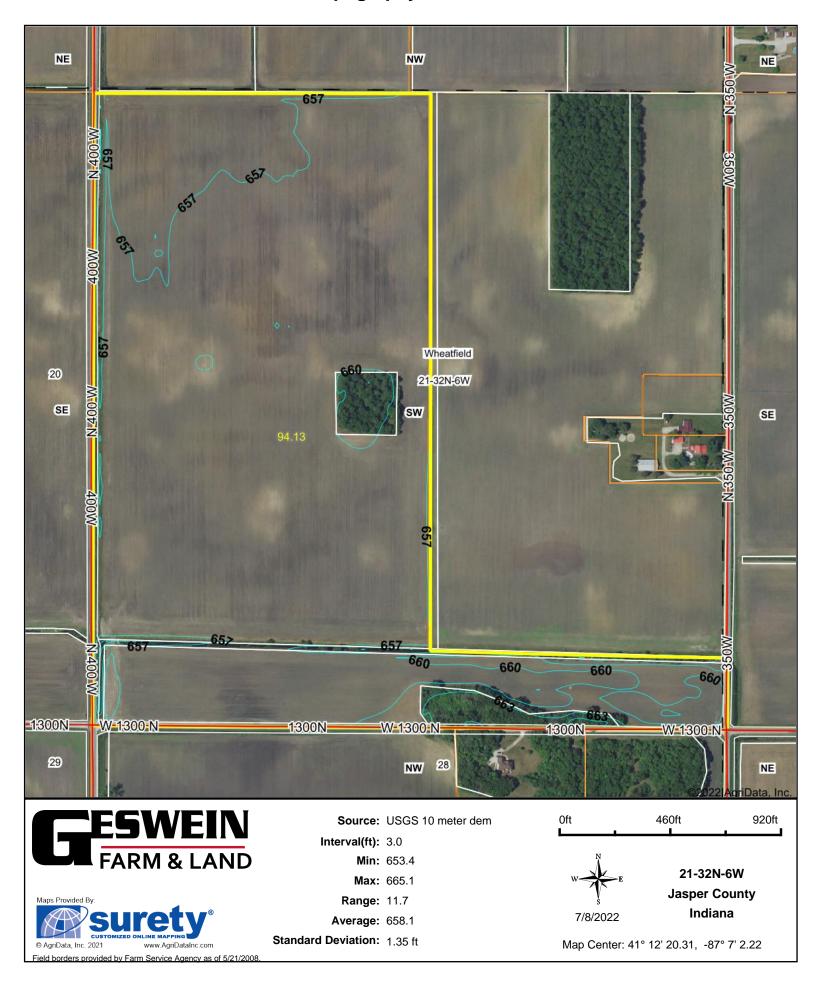
State: IN County: Jasper
Legal: 21-32N-6W Twnshp: Wheatfield



2008 Crop data provided by USDA National Agricultural Statistics S



# **Topography Contours**

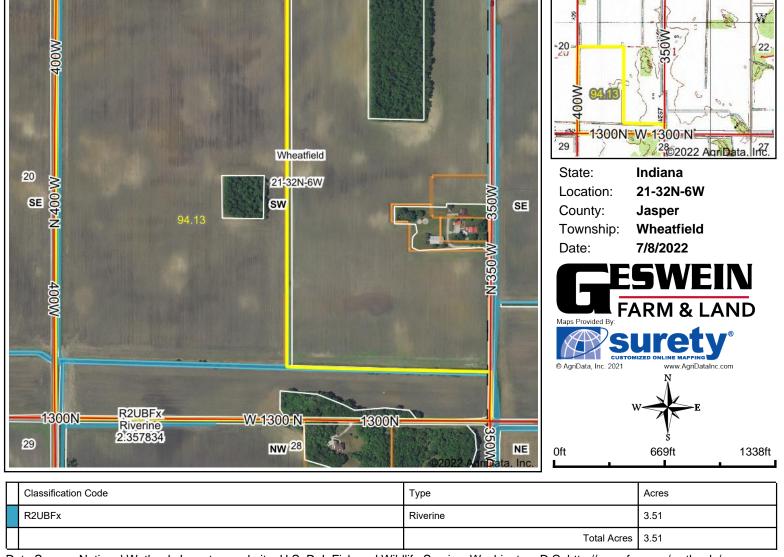


# **Wetlands Map**

NW

17

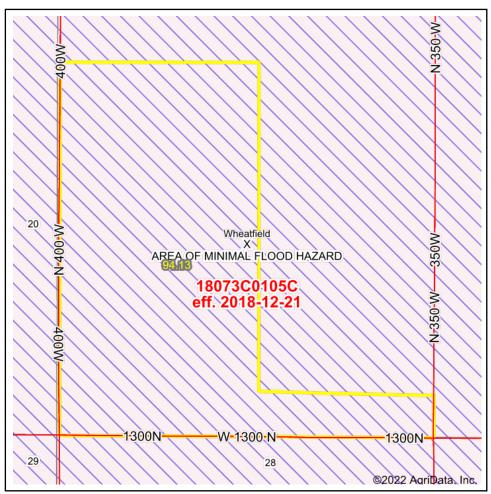
NE

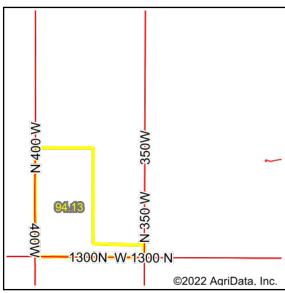


Data Source: National Wetlands Inventory website. U.S. Dol, Fish and Wildlife Service, Washington, D.C. http://www.fws.gov/wetlands/

NE

# **FEMA Report**





Map Center: 41° 12' 20.31, -87° 7' 2.22

State: IN Acres: 94.13 County: Jasper Date: 7/8/2022

Location: 21-32N-6W Township: Wheatfield







Name		Number		County		NFIP Participation		Acres	Percent
JASPER C	180439	180439			Regular		94.13	100%	
Total								94.13	100%
Map Chan			Case No.		Acres	Percent			
No								0	0%
Zone	SubType	Description				Acres	Percent		
Х	AREA OF MINIMAL FLOOD HAZ	'ARD		Outside 500-year Floodplain				94.13	100%
	•						Total	94.13	100%
Panel	Effective Date				Acres	Percent			
18073C01	12/21/2018				94.13	100%			
							Total	94.13	100%