50 Acre Farm and Home Live Auction

W4924 US Hwy 10, Neillsville, WI 54456 Friday July 7th 2017 9:30AM



This 50-acre farm is located just outside on Neillsville, WI in Clark County and has 30 acres tillable, the balance is in pasture land. Property sits next to the Neillsville Industrial Park and could potentially be added to the Industrial Park as Commercial property. There is approximately 2,000' of US Hwy. 10 frontage and there is current billboard sign rental income. The property consists of a barn that has 60 stalls and 4 calf pens, 2 silos, 1 large 100'x44' pole/machine shed with cement floor, electric and a work shop. The home is a 3 bedroom and 1 bath 2 story home and a small garden shed. This property has all sorts of potential for someone wanting a smaller farm with acreage or the potential commercial opportunities that come with this property. Don't miss this auction as there will be personal property sold first with the real estate offered for sale after the personal property.

Auction - July 7, 2017 @ 9:30 -- Terms and Conditions: 10% Buyers Fee added to high bid for each parcel to determine total contract price. Signed Offer to Purchase with no contingencies along with the Terms and Conditions of the Auction w/Addenda to Terms and Condition. Nonrefundable down payment per parcel. Buyer to close on or before August 7th 2017. All bids subject to Sellers approval. All property sold as is where is. Auction preview dates: June 24th 12-2 and June 28th 4-6

<u>UNITED COUNTRY HAMELE AUCTION & REALTY:</u> 1325 W. Wisconsin St. Portage, WI 53901 608-742-5000 Registered Wisconsin Auctioneers: Travis Hamele #2224 Pardeeville, WI. 608-697-3349. List agent Bruce Witte 715-429-0654. Thinking of selling Real Estate or having an auction? Call us for a free auction evaluation.

We can help you with all of your real estate or auction needs! Visit us at www.HameleAuctions.com











Hamele Auction & Realty



Farm **w4924 US HWY 10** 1508599 Active Neillsville, WI 54450 Type: Hobby County: Clark Bedrooms: Area: 29 - Taylor And Clark Full Baths: School Dist: Neillsville Partial Baths: 0 Sec/Twp/Rng: Lot Size: 0 x 0 x Garage Cap: Acreage: 50.00 Garage Type: Detached Apx Fin AG: 2,500 Year Built: 1930 Apx Fin BG: Taxes: \$1,866.00 Apx Fin SqFt: 2,500 Tax Year: 2016 Home Dim: 38 x 34 Waterfront: Tillable Acres: Twp: Pine Valley & Grant Common: Pasture Acres: Leased: Restrictive Cov: Wood Acres: Leased Desc: Use Value Assmt: Total: Gov Programs: Tax ID: 042.0356.000 Addtl Tax IDs: 016.0479.000 Farm Equip/Fixt: Water Front Type: Water Front Ft: Seasons: Lake/River Name: Own Frontage: Easements: Lake Size: Deeded Access: Lake Depth: Included: Excluded: Exterior: Vinyl Basement: Full Cooling: **Wall Unit** Driveway: Gravel Electric: Circuit Breaker Sub-Type: Beef, Dairy/Crop, Horse Fireplace: Foundation: **Poured** Fuel Source: Heating: **Forced Air** New Const: Occupancy: At Closing Outbuildings: Barn, Corn Crib, Pole Building, Shed-Garden, Shed-Machine, Silo, Workshop Patio Deck: Patio-Concrete Sewer: Septic-Conventional Showing: 24 Hour Notice, Lockbox-None, Sign-on Property, Soil Type: Loam UseShowingTime Terrain: Level, Sloping, Tilled Water: Well-Drilled Water Heater: Electric Zoning: Agricultural, Residential From Neillsville take US Hwy 10 East 1 mile just past Neillsville Industrial Park, property on North side of US Hwy Directions: Remarks: Auction - July 7, 2017 @ 9:30 -- Terms and Conditions: 10% Buyers Fee added to high bid for each parcel to determine total contract price. Signed Offer to Purchase with no contingencies along with the Terms and Conditions of the Auction w/Addenda to Terms and Condition. Non refundable down payment per parcel. Buyer to close on or before August 7th 2017. All bids subject to Sellers approval. All property sold as is where is. Auction preview dates: June 24th 12-2 and June 28th 4-6 Legal: Condition Report: Seller Financing: No Seller Fin Remarks: Seller Concessions: Prepared By: Bruce Witte Email: brucew@uchamele.com United Country Hamele Auction & RealtyOffice Ph#: 608-742-5000 1325 W Wisconsin St Preferred Ph#: 715-429-0654 Portage, WI 53901 Certs:

Not guaranteed. Information provided by NWW WI MLS is compiled from 3rd party source. Days on Market data may relate only to this unique ML# and not reflect entire listing activity of property. Neither NWW WI MLS, the listing broker or its agents or subagents are responsible for its accuracy. PRESENTING AGENT MAY NOT NECESSARILY BE THE LISTER. © June 09, 2017 9:23 AM NWWMLS

DEBRA WETZEL TREASURER TOWN OF PINE VALLEY N4738 ST HWY 73 NEILLSVILLE WI 54456

STATE OF WISCONSIN - CLARK COUNTY PROPERTY TAX BILL FOR 2016

REAL ESTATE

JOAN COUNSELL

Parcel No. 042.0356.000 Bill No.

6231

IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.

See reverse side for important information.

Deeded Acres: 10.00

Legal Description/Location of Property S 40 RDS OF E 40 RDS OF SE-SE EX HWY R/W AS DESC IN

304 REC 401

SEE TAX ROLL FOR MORE LEGAL

Please inform the Treasurer of any Address change

NEILLSVILLE WI 54456

JOAN COUNSELL W4924 US HWY 10

Property Address

					W4924	US HWY 10
Assessed Value Land		Assessed e Improvements			Net Assessed Value Rate (Does NOT reflect Credits	
9,600	8	37,200	96,800	7.25% AND		.01972371
Estimated Fair Marke Value Land See reverse,	Valu	nted Fair Market : Improvement = Assessment	Total Estimated Fan Market Value	*	A star in this box means unpaid prior year taxes	School Tax Reduced by School Levy Tax Credit 149.46
TAXING JURISDICTION STATE COUNTY TOWN OF PINE VALL NEILLSVILLE SD 38 VOC DIST-EAU CLAI	2015 Estimated State Aids Allocated To Lax District 121,386 187,894 1,099,401 99,486	2016 Estimated State Aids Allocated To Tax District 126,774 187,890 1,149,697 95,978	2015 17.45 837.79 167.26 725.51 91.13	18.7 899.2 167.2 727.0 97.0	5 7.4 0 7.3 5 0.0 5 0.2	NET PROPERTY TAX 1,756.17
FIRST DOLLAR CREDIT LOTTERY and GAMING CREDIT NET TAX	1,508,167	1,560,339	1,839.14 55.73- 90.03- 1,693.38	1,909.2 53.1 99.9 1,756.1	4- 4.6- 4- 11.0	FOTAL DUE 1,756.17 For Full Payment, Pay to Local Treasurer by January 31, 2017 Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and applicable penalty (See reverse)
AY IST INSTALLMENT OF	\$828.12	PAY 2ND INST	ALLMENT OF:	\$928.05	OR PAY	FULL AMOUNT OF: \$1,756.

T INSTALLMENT OF: 5020.12
FOR INFORMATIONAL PURPOSE ONLY - Voter-Approved Temporary Tax Increases
Additional Total Taxes

Tot. Addt. Taxes Applied to Property

Year Increase Ends

PAY 1ST INSTALLMENT OF:	PAY 2ND INSTALLMENT OF:	OR PAY FULL AMOUNT OF:		
\$828.12 By 1/31/2017	\$928.05 By 7/31/2017	\$1,756.17 By 1/31/2017		
Amount Enclosed	Amount Enclosed	Amount Enclosed		
JOAN COUNSELL	JOAN COUNSELL	JOAN COUNSELL		
Parcel No. 042.0356.000	Parcel No. 042.0356.000	Parcel No. 042.0356.000		
Bill No. 6231	Bill No. 6231	Bill No. 6231		
Make Check Payable to: TOWN OF PINE VALLEY DEBRA WETZEL, TREASURER N4738 ST HWY 73 NEILLSVILLE WI 54456	Make Check Payable to: CLARK COUNTY TREASURER MARY J DOMANICO 517 COURT ST RM 302	Make Check Payable to: TOWN OF PINE VALLEY DEBRA WETZEL,TREASURER N4738 ST HWY 73		

Include this Stub with Payment

Include this Stub with Payment

NEILLSVILLE W1 54456-1993

Include this Stub with Payment

NEILLSVILLE WI 54456

STATE OF WISCONSIN - CLARK COUNTY PROPERTY TAX BILL FOR 2016

DIANNE VINE, TREASURER TOWN OF GRANT W 3866 HILL RD GRANTON WI 54436

Include this Stub with Payment

REAL ESTATE

JOAN COUNSELL

Parcel No. 016.0479.000 Bill No.

IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.

See reverse side for important information.

Deeded Acres: 40,84

Legal Description/Location of Property FRAC SW-SW EX HWY R/W AS

6230

DESC IN 304 REC 401 SEC 18 TWP 24 N R 1 W

JOAN COUNSELL W4924 US HWY 10 NEILLSVILLE WI 54456

Please inform the Treasurer of any Address change

Property Address

Assessed Value Land 6,100		sessed nprovements	Total Assessed Value	Averag Assmt		Net Assessed Value Rate (Does NOT reflect Credits . 01816227
Estimated Fair Market Value Land See reverse,	Value Ir	Fair Market nprovement Assessment	Total Estimated Fair Market Value	# box	ar in this means unpaid r year taxes	School Tax Reduced by School Levy Tax Credit 10.93
TAXING JURISDICTION STATE COUNTY TOWN OF GRANT NEILLSVILLE SD 38 VOC DIST-EAU CLAI	2015 Estimated State Aids Allocated To Tax District 64,459 225,064 281,685 25,489	2016 Estimated State Aids Allocated To Tax District 62,689 225,064 274,139 22,885	2015 Net Tax 1.02 49.00 14.48 40.48 5.33	2016 Net Tax 1 - 06 50 - 73 15 - 01 38 - 52 5 - 47	% Tax Change 3.9 3.5 3.6 4.8- 2.6	NET PROPERTY TAX 110.79
TOTALS FIRST DOLLAR CREDIT LOTTERY and GAMING CREDIT NET TAX	596,697	584,777	110.31 0.00 0.00 110.31	110.79 0.00 0.00 110.79	0.4 0.0 0.0	TOTAL DUE 110.79 For Full Payment, Pay to Local Treasurer by January 31, 2017 Warning: If no paid by due dates, installment option is lost and total tax is delinquent subject to interest and applicable penalty (See reverse)
'AY IST INSTALLMENT OF:	\$55.40	PAY 2ND INSTA	LLMENT OF:	\$55.39	OR PAY	FULL AMOUNT OF: \$110.7

*** FOR INFORMATIONAL PURPOSE ONLY - Voter-Approved Temporary Tax Increases

Jurisdiction Additional Total Taxes

Tot. Addt. Taxes Applied to Property

Year Increase Ends

Include this Stub

with Payment

PAY IST INSTALLMENT OF: \$55.40 By 1/31/2017	PAY 2ND INSTALLMENT OF: \$55.39 By 7/31/2017	OR PAY FULL AMOUNT OF: \$110.79 By 1/31/2017		
Amount Enclosed	Amount Enclosed	Amount Enclosed		
JOAN COUNSELL	JOAN COUNSELL	JOAN COUNSELL		
Parcel No. 016.0479.000	Parcel No. 016.0479.000	Parcel No. 016.0479.000		
Bill No. 6230	Bill No. 6230	Bill No. 6230		
Make Check Payable to: TOWN OF GRANT DIANNE VINE, TREASURER W3866 HILL RD GRANTON WI 54436	CLARK COUNTY TREASURER MARY J DOMANICO 517 COURT ST RM 302	Make Check Payable to: TOWN OF GRANT DIANNE VINE, TREASURER W3866 HILL RD GRANTON WI 54436		

Include this Stub

with Payment

Counsell Parcel Map for Auction

Clark County, Wisconsin, 50.0 AC +/-













1325 W. WISCONSIN ST.

| All Polygons 48.4 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
LoB	Loyal silt loam, 1 to 6 percent slopes	12.0	24.69	2e
LoC	Loyal silt loam, 6 to 12 percent slopes	23.6	48.71	3e
FhD	Flambeau loam, 12 to 20 percent slopes	3.9	8.04	4e
AgA	Almena silt loam, 0 to 3 percent slopes	9.0	18.55	2w
TOTALS		48.4	100%	2.65

| Boundary 9.2 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
LoB	Loyal silt loam, 1 to 6 percent slopes	6.6	71.99	2e
LoC	Loyal silt loam, 6 to 12 percent slopes	2.6	28.01	3e
TOTALS		9.2	100%	2.28

| Boundary 39.2 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CAP
LoC	Loyal silt loam, 6 to 12 percent slopes	21.0	53.58	3e
LoB	Loyal silt loam, 1 to 6 percent slopes	5.3	13.57	2e
FhD	Flambeau loam, 12 to 20 percent slopes	3.9	9.93	4e
AgA	Almena silt loam, 0 to 3 percent slopes	9.0	22.92	2w
TOTALS		39.2	100%	2.73

Capability Legend

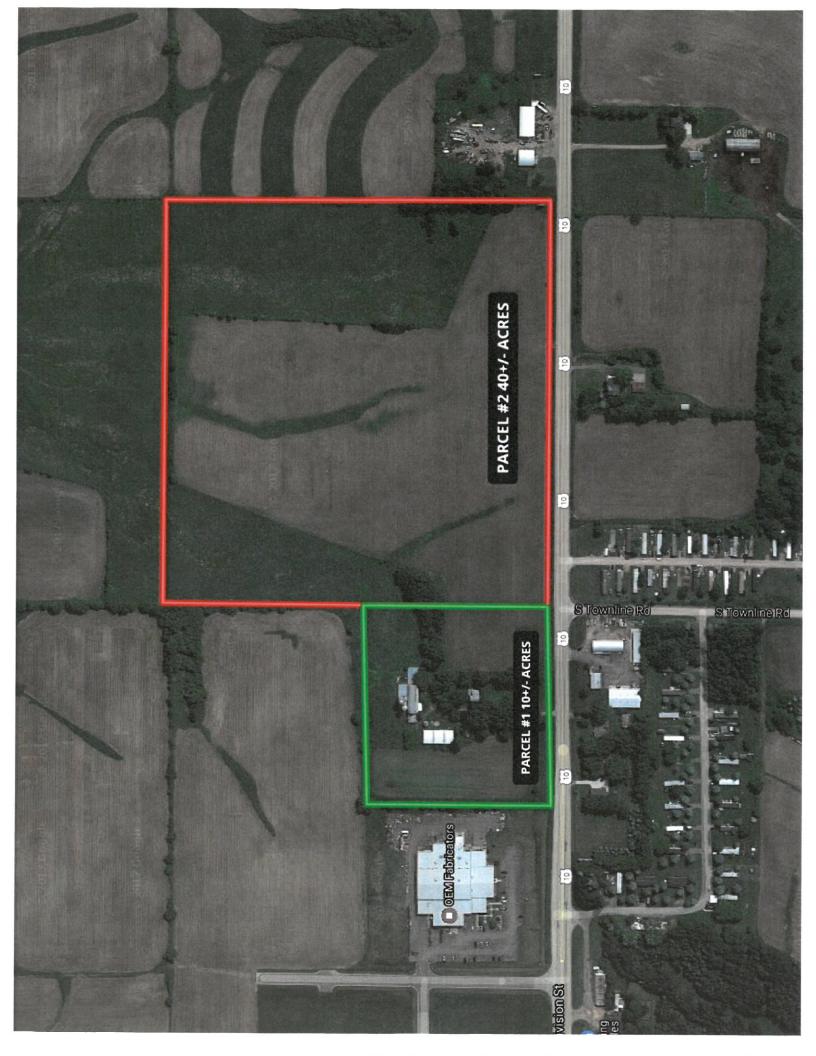
Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability							18.8	165	
Class(non-irrigated)	1	2	3	4	5	6	7	8	
'Wild Life'	•	•	•	•	•	•	•	•	
Forestry	•	•	•	•	•	•	•		
Limited		•	•	•	•	•	•		
Moderate	•	•		•		•			
Intense	•	•		•					
Limited	•	•	•	•					
Moderate	•	•	•						
Intense	•	•							
Very Intense	•								

Grazing Cultivation

- (c) climatic limitations (e) susceptibility to erosion
- (s) soil limitations within the rooting zone (w) excess of water



UNITED COUNTRY HAMELE AUCTION AND REALTY

P.O. Box 257, Portage, WI 53901 608-742-5000

REAL ESTATE AUCTION TERMS AND CONDITIONS With Buyer's Premium

THE UNDERSIGNED (herein "Bidder" or "Buyer", interchangeably, whether successful in purchasing the property or not) agrees to abide by all Terms and Conditions stated herein for the real estate auction whether conducted live, on-line, by conference call or in any other manner.

All Buyers are required to have a Bidder's number to bid. In order to obtain a number, bidders must give verifiable full name, address and phone number. Evidence of correct form and amount of deposit must be made in order to register for the auction.

All announcements made by the Auctioneer immediately prior to and during the auction will take precedence over all previously printed material and any prior oral statements relating to the auction of the property. The property which is the subject of the auction is located at W4924 US Hwy 10 Neillsville in the Town of Pine Valley & Grant (50+/- acres) Clark County . These Terms and Conditions will be attached to and become a part of the Offer to Purchase Real Estate, which will represent the final contracted terms of the sale. All registered Bidders agree by bidding at this action to abide by the terms and conditions set forth herein:

United Country Hamele Auction and Realty ("Auctioneer") has been appointed by

<u>Laura Chubb Counsell PR of Joan Counsell Estate</u> ("Seller"), through a separate written Agreement to offer the Property at auction.

The Seller reserves the right to deny any person admittance to or expel anyone from the property or the auction for interference, nuisance, canvassing or solicitation.

The Seller reserves the right to add additional property or withdraw any portion or all of the property being offered at the auction.

CONTRACTS:

The successful Bidder must sign all documents and contracts, including without limitation a contingency free Offer to Purchase, as presented by Auctioneer immediately upon conclusion of the auction. Bidder acknowledges that all documents and contracts may be subject to Court or Seller approval or ratification to become binding upon the Seller. They are, however, binding upon Bidder immediately. **DEPOSITS:**

Immediately upon conclusion of bidding resulting in a successful sale, the high bidder shall pay to the Auctioneer a deposit of \$5000 for each parcel. This deposit will be required in the form of a cashier's check or certified check. A personal or company check will only be accepted if accompanied by auction company approval or bank letter of guarantee as follows: "To United Country Hamele Auction and Realty: We will guarantee payment of checks written on account # up to \$

for purchases made at your real estate auction sale". This letter must be written on bank letterhead and signed by a bank official having the capacity to bind the bank. No third-party checks will be accepted. Please note that all cashier's or certified checks should be made payable to yourself. You will endorse the check over to United Country Hamele Auction and Realty when you are the successful Bidder at a live event.

BUYER'S PREMIUM:

A buyer's premium of ten percent (10%) shall be added to the successful Bidder's high bid and included in the total purchase price to be paid by the successful Bidder. Wire transfer is subject to a \$25.00 fee.

REAL ESTATE CLOSING:

Buyers must close all sale of real property on or before August 7th 2017, in which case the terms of the Offer shall control. **Time is of the essence.** The entire purchase price must be paid by cashier's check or certified check, attorney's escrow check or wired funds at closing. Other terms and conditions of the closing of this sale of real property shall be controlled by the terms of the Offer to Purchase to be executed by the high bidder.

CONDITION OF SALE:

This property is sold in gross in all cases. If a subsequent survey shows a greater or lesser number of acres or square footage, this will not affect the purchase or purchase price.

AGENCY AND CONDUCT OF AUCTION:

The Auctioneer is acting as agent on behalf of the Seller only. Auctioneer may enter bids on behalf of internet or absentee buyers. The Auctioneer is not responsible for the acts of his/her agents or principals. During the bidding, the Auctioneer has the right to reject any raise that, in his opinion, is not commensurate with the value of the offering. In the event of any dispute between Bidders, the Auctioneer may determine the successful Bidder or re-offer and resell the property in dispute. Should there by any dispute after the sale, Auctioneer's determination of final sale shall be conclusive.

RIGHTS:

All announcements made the day of sale take precedence over any prior written or verbal terms of sale. Buyers will acquire properties subject to the rights of all parties in possession. If any conditions contained herein are not complied with by the Buyer, United County Hamele Auction and Realty may, in addition to asserting all remedies available by law, including the right to hold defaulting Buyer liable for the purchase price, either (a) cancel the sale, retaining as liquidated damages any payment made by such Buyer, (b) resell the property at public auction; or (c) take such other action as it deems necessary or appropriate. The retention of the Bidder's deposit shall not limit any rights or remedies of United County Hamele Auction and Realty or the Sellers with respect to the Buyer's default. If the property is resold, the original defaulting Buyer shall be liable for payment of any deficiency in the subsequent purchase price and all costs and expenses, the expenses of both sales, reasonable attorney fees, commissions, incidental damages and all other charges due hereunder.

JURISDICTION:

The respective rights and obligations of the parties with respect to the Terms and Conditions of Sale and the conduct of the auction shall be governed and interpreted by the laws of the State of Wisconsin. By bidding at an auction, whether present in person or by agent, by written bid, or other means, the Buyer shall be deemed to have consented to the exclusive jurisdiction of the state and federal courts sitting in the State of Wisconsin. Buyer agrees that (irrespective of the location of the auction, the property or the place of execution of this document) venue for any state court litigation interpreting or enforcing this document or any matter relative to this auction shall be in Columbia County, Wisconsin.

ADDITION TO OR WITHDRAWAL FROM SALE:

The Seller reserves the right to withdraw from sale the property listed and also reserves the right to group one or more properties into one or more selling lots or to subdivide into two or more selling lots.

The Seller additionally reserves the right to cancel the auction sale at any time.

INSPECTIONS:

Bidders acknowledge by their participation in the auction that they have had sufficient opportunity to make independent inspection(s) of the property prior to bidding and executing the Offer to Purchase Real Estate. Bidders acknowledge that they have, prior to the commencement if bidding, had the opportunity to perform inspections and testing on the property at their own expense. Bidders must rely solely upon Bidder's own investigation of the property and not any information provided by the Seller, Broker or Auctioneer, or their respective agents, employees, officers or representatives. Failure of a Bidder to be fully informed on the condition of the property will not constitute grounds for any adjustments to purchase price, right to cancel sale or other cause of action. Buyer agrees hereby to waive the opportunity to conduct future testing or additional inspections of the property and acknowledges that testing or inspection will not be allowed as a contingency under the Offer to Purchase.

REPRESENTATIONS:

All information provided to Buyers was obtained from sources believed to be reliable and is believed to be correct. However, the Auctioneer, Broker and Seller do not make any representations or warranties as to accuracy or completeness of any information provided. Bidder hereby represents, warrants and agrees that Bidder has not relied upon any information regarding the Property (including, without limitation, advertising materials, warranties, statements or announcements) provided by Seller, Broker or Auctioneer, or their respective agents, employees, officers or representatives.

REAL ESTATE BUYER'S AGENTS:

Real estate agents who register as buyer's agents will qualify for a 2% commission, calculated on the successful Bidder's high bid. The agent's properly registered Buyer must be the successful Bidder at the auction, and the Buyer must pay for and settle on the property. No agent shall be entitled to any commission on account of any sale to that agent; rather, agent, if purchasing the property as an investment for agent will receive an incentive fee of 0% of the successful Bidder's high bid. Agent must register his or her prospective Buyer on a form provided by Auctioneer with the signature of the agent and the prospective

Buyer, the agent's real estate license number, identification of the property, and Agency Disclosure Statement. Buyer Broker Registration Form must be submitted to Auctioneer 24 hours **prior** to bidding. Agents much accompany their Buyer to the auction.

TITLE INSURANCE:

The property shall be sold with a Title Insurance Policy issued at Seller's cost.

FINANCING:

The property is not being offered subject to financing. The Offer to Purchase executed by the high bidder shall not contain a financing contingency.

ENVIRONMENTAL DISCLAIMER:

The Auctioneer, Broker and/or Seller make no warranties with respect to the existence or nonexistence of any pollutants, contaminates or hazardous waste prohibited by federal, state or local law. Buyer hereby represents that it has made its own environmental audit or examination of the premises and accepts the property in its current condition, as is.

ADDENDA:

Name:

The following addenda are attached, hereto and incorporated by reference as if fully set forth herein: Addenda to Terms & Conditions Relating to Auction at W4924 US Hwy 10 Neillsville in the Town of Pine Valley & Grant (50+/- acres) Clark County July 8th 2017.

AUCTIONEER IS NOT RESPONSIBLE FOR ANY MISTAKES MADE IN AUCTION ADVERTISEMENTS

DAY OF SALE ANNOUNCEMENTS TAKE PRECEDENCE OVER ALL OTHER ADVERTISING PROPERTY SOLD "AS IS WHERE IS" WITH ALL FAULTS & NO WARRANTEE OTHER THAN CLEAR TITLE DEED

ACCEPTANCE OF TERMS AND CONDITIONS:

The undersigned Bidder affirms he has read, understands and accepts the terms of the auction; and that if there are any risks, he accepts them wholly as his own and holds the Seller, Broker and Auctioneer harmless and without blame.

Tidille.
Email:
Address:
Phone Number(s): Home:
Cell:
Buyers Signature
Buyers Signature
Bidder Number:

Addenda to Terms & Conditions Relating to Auction at W4924 US HWY 10 Neillsville WI. Town of Pine Valley & Grant -Clark County July 7th 2017

To Register: Live Bidders will register and purchase property(s) as follows:

<u>Live Bidders</u>: A 10% Buyer's Premium will be added to final bid on each property to determine total contract price. Live Bidders will be required to sign Terms & Conditions, Bidder Registration Form.

<u>Terms of Purchase</u>: All properties are offered and/or sold in AS-IS condition, free and clear of any and all liens or judgments. Seller only warrants good title & deed as a Warranty Deed. Seller will allow buyer to purchase GAP insurance endorsement at a cost of \$125. Buyer will be required to pay a \$5,000 nonrefundable down payment per parcel. The balance of the total contract price is due and closing for each parcel or combinations and closing will take place on or before August 7th 2017 at seller's choice of Title Company.

Inspections/Condition: Bidders acknowledge by their participation in the auction that they have had the opportunity to make any and all independent inspections of the properties prior to bidding and executing the Real Estate Offer to Purchase Contract. All property sold will be sold "AI-IS WHERE IS"-WITH ALL FAULTS with no contingencies. Bidders responsible for verifying all measurements, taxes, special assessments, property condition, Rental Weatherization, environmental issues, and all other facts or statements regarding real property. Seller also has no knowledge or has done any testing on lead base paint. Buyer has the opportunity to test paint prior to auction at own time and cost; also cannot be a contingency to purchase property. THE PROPERTY, INCLUDING IT'S SOILS AND GROUND WATERS AND ALL IT'S BUILDINGS AND OTHER IMPROVEMENTS, IS SOLD IN IT'S PRESENT CONDITION AS-IS, WITHOUT ANY REPRESENTATION OR WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED. BUYER HEREBY FOREVER AND IRREVOCABLY RELEASES ANY AND ALL CLAIMS AGAINST SELLER, AUCTIONEER(S), BROKER(S) RELATED TO THE PROPERTY, INCLUDING WITHOUT LIMITATION ANY CLAIMS BASED ON ANY ENVIROMENTAL LAW.

<u>Property will be offered as follows</u>: Property well be offered in the following parcels: <u>Parcel 1</u>: 10+/-acres with home and buildings. <u>Parcel 2</u>: 40+/- acres of land w/road frontage. <u>Parcel 3</u>: Parcels 1 & 2 combined. Bidders will be required to register for the auction and sign all terms and condition prior to auction. A 10% Buyer's Fee will be added to high bid per parcel to determine total contract price. \$5000 nonrefundable down payment for per parcel. High Bidder to sign offer to purchase with no contingences. Seller confirmation of all high bids within 48hrs of midnight of day of auction. Property is sold as is with no warranties. Closing to be on or before August 7th 2017.

<u>Buyer's Premium</u>: A 10% Buyer's Premium for live bidders will be added to all property high bids to equal total contract price. See Example: High Bid Price \$100,000 plus 10% Buyer's Premium (Live Bidder) equals total contract price (\$100,000 + \$10,000=\$110,000).

<u>Broker Participation</u>: Auction Company to pay 2% of high bid price to a broker who procures a buyer to a successful closing. Broker must sign and return Broker Participation Form to Auction Company no later than 5:00pm July 6th 2017. Brokers purchasing for themselves or entity in which they are an owner/member will not receive the Broker Participation Fee. No Exceptions.

Pre-Auction Offers: On entire property only.

All announcements: made by the Auctioneer(s) before or during the Auction will take precedence over
all previously printed materials, electronic materials and any oral statements relating to the auction
dated July 8 ^{th th} 2017.
This addenda is dated:
This addenda is dated.
Bidders Signature(s)
Name Printed
Name Printed