

WARREN COUNTY, INDIANA

+/- 217 Acres Available | Offered in Five (5) Tracts





auctions.gfarmland.com



THURSDAY, NOVEMBER 7, 2024
BIDDING OPENS 12:00PM EST
BIDDING CLOSES 6:00PM EST

AUCTIONEER: JOHNNY KLEMME | LICENSE #: AU12000053 SELLER: Miller, Andrews, Rhodes Families, et al.

AUCTION INFORMATION

217 +/- Acres | Warren County, Indiana Listing # JK2486217AU



BIDDING OPENS

BIDDING CLOSES

Thursday, November 7th @ 12:00pm EST

Thursday, November 7th @ 6:00pm EST



ONLINE: auctions.gfarmland.com

PHONE BIDDING AVAILABLE



AGENCY & AUCTIONEER

- Geswein Farm & Land Realty, LLC and representaives are Agents of the seller.
- Seller: Miller, Andrews, Rhodes Families, et al.
- Johnny Klemme, Auctioneer License # AU12000053

ONLINE BIDDING

- To bid on these properties, you must be registered as an online bidder by 12:00PM EST on Thursday, November 7, 2024. To register, visit auctions. gfarmland.com and Follow on-screen prompts/buttons.
- Contact Auction Staff at (765) 426-6666 with questions.

VIEWING AUCTION

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

PHONE BIDDING

- All bidders wishing to place bids by phone must be registered <u>48 hours</u> prior to the auction start time
- Bidders will be required to fill out the Phone Bidder Registration Form (on following page) or register online as a phone bidder at auctions.gfarmland. com. Call 765-426-6666 for assistance.

FOR MORE INFORMATION...

Please review the Terms & Conditions on page 4 of this information packet. Questions related to the property? Call Johnny Klemme at (765) 427 -1619. Need help registering or have questions related to the auction process? Call the Auction Staff at (765) 426-6666.











PHONE BIDDER REGISTRATION FORM

WARREN COUNTY, INDIANA | LISTING # JK2486217AU REAL ESTATE AUCTION

Upon completing this form in its entirety, you may mail a hardcopy to:
Geswein Farm & Land
Attn: Auctions
1100 N 9th St.
Lafayette, IN 47904

or you may send a digital copy to: auctions@gfarmland.com

Thursday, November 7th

BIDDING OPENS

12:00pm EST

BIDDING CLOSES

6:00pm EST

ONLINE: auctions.gfarmland.com Johnny Klemme, Auctioneer License # IL 441.002505

- The successful Bidder(s) must be prepared to 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 (wire transfers) must be made payable to Columbia Title and the transfer of funds must be initiated by 5:00pm Eastern November 8, 2024. Seller reserves the right to accept or reject any and/or all bids.
- 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.

QUESTIONS: Call 765 - 426 - 6666 or Email auctions@gfarmland.com

FIRST NAME	LAST NAME
STREET ADDRESS	CITY / STATE / ZIP
PRIMARY PHONE	OTHER PHONE
EMAIL ADDRESS	
DRIVER LICENSE # (or other state issued ID)	ISSUING STATE
FINANCIAL INSTITUTION (bank or credit union)	ADDRESS

By signing below, bidder acknowledges receipt and understanding of terms listed within the Terms & Conditions page for this auction.

SIGNATURE DATE









AUCTION TERMS & CONDITIONS

217 +/- Acres | Warren County, Indiana Listing # JK2486217AÚ







BIDDER RESPONSIBILITY: It is the Bidder/Buyers responsibility to read and review all terms & conditions prior to bidding on any property. By bidding on the property, the Bidder/Buyer agrees that these terms will supersede all prior discussions, negotiations, and agreements whether oral or written. The bidder/buyer agrees his/her actions shall be binding and obligatory upon the undersigned, their separate heirs, administrators, executors, assigns, and successors in the interest of the undersigned. Bidder may not assign the rights afforded the Bidder to any other party without the Seller's consent. Successful bidder(s) agree to immediately execute a purchase agreement following the conclusion of the auction per the following terms and conditions. By bidding on the property, bidder/buyer agrees to all terms and conditions set forth and will enter into a contractual real estate purchase agreement to purchase the property under the following terms and conditions.

upon conclusion of auction. If the Winning Bidder(s) will enter into a Real Estate Contract immediately following conclusion of auction. If the Winning Bidder(s) are not physically present (bidding by phone or online), the Winning Bidder(s) will enter into a Real Estate Contract immediately following conclusion of auction. If the Winning Bidder(s) are not physically present (bidding by phone or online), the Winning Bidder(s) will be sent (electronically via email or DocuSign) a Real Estate Contract. Winning bidder(s) may print the Real Estate Contract and is/are required to fully and correctly complete and properly sign without any modifications. Bidder(s) are required to return the completed, signed contract to Geswein Farm & Land Realty, LLC by email or delivered in person by 5:00 PM EST of the day following the auction. Along with the completed, signed contract, the Winning Bidder(s) will be required to send the specified non-refundable earnest money deposit as stated in the real estate terms within the Real Estate Contract. This non-refundable earnest money deposit will be held in escrow until closing and that amount will then be credited to the Buyer as part of the purchase price of the property. Wire transfer instructions and escrow agreement forms will be provided to the Buyer along with the contract after the auction. Purchaser shall be responsible for all wire transfer fees. Successful bidders not executing and returning the completed contract and earnest money deposit by 5:00 EST PM the day after the auction will be considered in default. Such default by the Successful Bidder will result in that Bidder's liability to both the Seller and Geswein Farm & Land Realty, LLC Seller shall have the right to (a) declare this contractual agreement and enforce its specific performance or (c) Seller can resell the property either publicly or privately with Geswein Farm & Land Realty, LLC and in such an event, the Buyer shall be liable for payment of any deficiency realized from the second sale plus all costs, incl agreement.

NO CONTINGENCIES: This auction and the real estate contract are not contingent on or subject to Buyer's financing, appraisal, survey, or inspections of any kind or any other contingencies as agreed to by bidders at registration prior to bidding.

OFFERING PROCEDURE: The successful Bidder(s) must be prepared to 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 (wire transfers) must be made payable to Columbia Title. Wire transfer of Earnest Money to Columbia Title must be completed on November 8, 2024. Proof of wire transfer confirmation must be provided to Geswein Farm & Land Realty, LLC on November 8, 2024 by 5:00pm EST. Earnest Money Wire Instructions will be provided to the successful Bidder(s) post conclusion of the auction. Seller reserves the right to accept or reject any and/or all bids. The property is being offered to the highest bidder(s) in the manner resulting in the highest sale price.

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

DOWN PAYMENT: A down payment for not less than ten (10%) percent of the bid will be required upon acceptance of the high bid(s) on November 7, 2024. This down payment shall serve as Earnest Money and the balance of the contract purchase price is due in cash at closing. See section above: 'OFFERING PROCEDURE' for more details on Earnest Money. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING OR APPRAISAL, be certain that you have arranged financing, if needed, and are capable of paying for the property in cash at

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.

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

POSSESSION & CLOSING: Successful bidders are purchasing with no financing contingencies and must be prepared for cash settlement of their purchase on or before December 9, 2024 or within seven (7) days after any survey (if required) is completed. Closing to take place at Columbia Title in Williamsport, indiana. Final settlement will require wire transfer. Possession shall take place at closing.

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 buyer.

REAL ESTATE TAXES AND ASSESSMENTS: Seller will pay the 2023 payable in 2024 real estate taxes. 2024 real estate taxes and assessments due and payable in 2025 shall be pro-rated on the date of closing for all transactions closing in 2024. Any closing that occurs in calendar year 2025, Seller shall pay all 2024 payable in 2025 real estate taxes and assessments in the form of a credit to Buyer at closing.

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

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 uniess 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 owned 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

AERIAL IMAGES: Photos, aerial images and map drawings are for illustration purposes only and not surveyed boundary lines unless specified.

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, Auctioner, and its 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.

AUCTION END TIMES: Geswein Farm & Land Realty, LLC online only auctions are timed events and all bidding will close at specified time. However, the auction software utilizes an 'Auto Extend' feature: any bid placed within the final 5 minutes of an auction will result in the auction automatically extending for an additional 5 minutes. The bidding will extend in 5-minute increments from the time the last bid is placed until there are no more bids and the lots sit idle for 5 minutes. Therefore, the auction will not close until all bidding parties as atisfied, and no one can be outbid at the last second without having another opportunity to bid again.

TECHNICAL ISSUES DISCLAIMER: In the event there are technical difficulties related to the server, software, internet or any other online auction-related technologies, Geswein Farm & Land Realty, LLC reserves the right to extend bidding, continue the bidding, or close the bidding. Neither the company providing the software, nor Geswein Farm & Land Realty, LLC, shall be held responsible for a missed bid or the failure of the software to function properly for any reason.

CONDUCT OF THE AUCTION: The minimum bid increase will be \$5,000, Geswein Farm & Land Realty, LLC and the Seller reserves the right to reject any and all bids for any reason and also reserves the right to cancel this auction or remove any item or lot from this auction prior to the close of bidding. All decisions of the Auctioneer are final.

RELEASE OF LIABILITY
Attendees of the online auction agree to observe and obey all rules, warnings, and oral instructions or directions given by Auctioneer, 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.

PROPERTY INSPECTION: Every potential Bidder is responsible for conducting, at their own risk, their own independent inspections, due diligence, investigations, and inquiries concerning the property. Inspections may be scheduled 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 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. Bidder expressly warrants the purchase is being made in AS IS CONDITION and solely based upon Bidder's examination of the Property and without any expressed or implied warranties of the Auction Company or Seller. The property is sold, and the Bidder agrees to accept the Property in its present condition, AS IS, with all faults, in all respects, subject to utility easements, zoning ordinances, and any other restrictions of record. No warranties as to physical condition, environmental condition, habitability, suitability to a particular purpose, tenancies, or compliance with any laws, codes, or ordinances, including those relating to water supplies and septic systems ("Deficiencies") are made by the Seller unless stated otherwise. Any and all cost and responsibility for curing Deficiencies, if any, is the Bidder's, and the correction and cure of any Deficiencies shall not be a condition of this sale or affect the Bidder's obligations under this Contract. affect the Bidder's obligations under this Contract.

AGENCY & AUCTIONEER: Auctioneer John R. Klemme and Geswein Farm & Land Realty LLC are exclusive agents of the seller. Indiana Auction License # AU12000053

SELLERS: Miller, Andrews, & Rhodes Familes, et al.

Geswein Farm & Land Realty 1100 N 9th St, Lafayette IN 47904 765-426-6666 auctions@gfarmland.com



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 MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.



217 + / - ACRES Williamsport, Indiana

Washington Township / Tippecanoe County

- Offered in Five (5) Tracts
 - Bid on Individual Tracts, Combinations, or Whole Property
- Significant Hunting & Recreational Opportunities
- Investigate Potential Homesites
- Potential Lodge or Cabin Sites
- Incredible Natural Rock Bluff
- Trail System
- ~One (1) Mile Wabash River Frontage
- Access from 2 Roads/Streets

AUCTIONEER:

JOHNNY KLEMME (765) 427 - 1619 Johnny@Gfarmland.com IN AU # 12000053









PHONE BIDDING AVAILABLE Call 765-426-6666 for details



Seller: MILLER, ANDREWS, & RHODES FAMILIES, ET AL.

22 +/- Acres | Warren County, Indiana Listing # JK2486217AU



22 + / - ACRES
Washington Township / Warren County

- Investigate Potential Homesites
- Potential Lodge or Cabin Sites
- Significant Hunting & Recreational Opportunities
- Includes Two (2) Grain Bins for Dry Storage
- Wabash River Frontage
- Includes Two (2) Camper Trailers
- Water well



FARM & LAND
Real Estate & Auctions



AUCTIONEER



56 +/- Acres | Warren County, Indiana Listing # JK2486217AU



56 + / - ACRES
Washington Township / Warren County

- Investigate Potential Homesites
- Potential Lodge or Cabin Sites
- Access via Market Street
- Significant Timber
- Well Maintained Trail System
- Wabash River Frontage



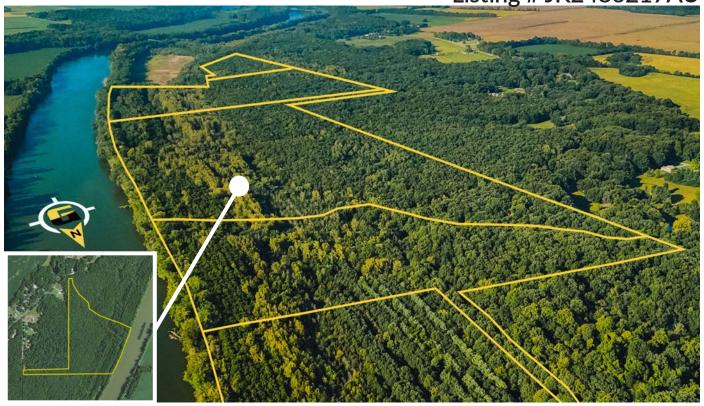
FARM & LAND
Real Estate & Auctions



AUCTIONEER



75 +/- Acres | Warren County, Indiana Listing # JK2486217AU



75 + / - ACRES
Washington Township / Warren County

- Investigate Potential Homesites
- Incredible Natural Rock Features
- Road Frontage on CR 100 E
- Fully Wooded/Timber Investment Opportunity
- Significant Hunting & Recreational Opportunities
- Wabash River Frontage
- Trail System



FARM & LAND
Real Estate & Auctions



AUCTIONEER



45 +/- Acres | Warren County, Indiana Listing # JK2486217AU



45 + / - ACRES
Washington Township / Warren County

- Incredible Natural Rock Bluff
- Fully Wooded/Timber Investment Opportunity
- Significant Hunting & Recreational Opportunities
- Trail System
- Wabash River Frontage
- Road Frontage on CR 100 E



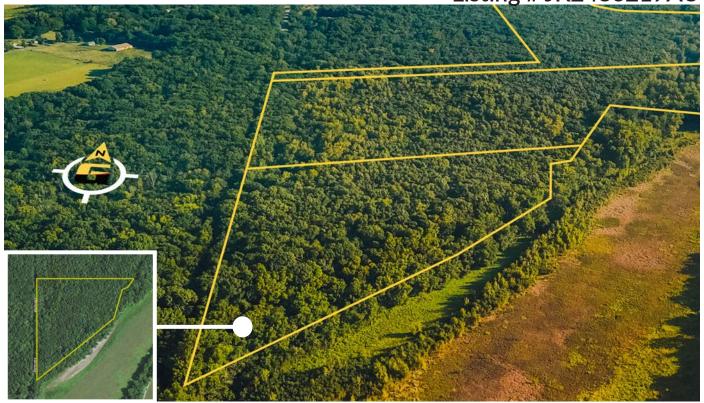
FARM & LAND
Real Estate & Auctions



AUCTIONEER



20 +/- Acres | Warren County, Indiana Listing # JK2486217AU



20 + / - ACRES
Washington Township / Warren County

- Significant Wildlife
- Incredible Natural Rock Features
- Hunting & Recreational Opportunities
- Road Frontage on CR 100 E
- Near Historic "Old Iron Bridge"



FARM & LAND
Real Estate & Auctions



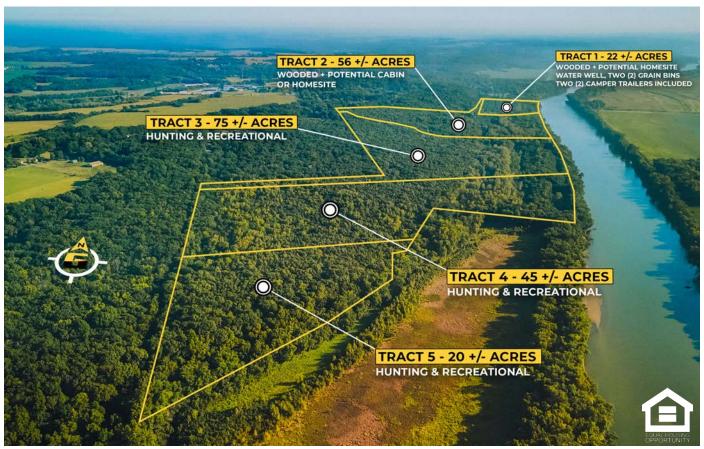
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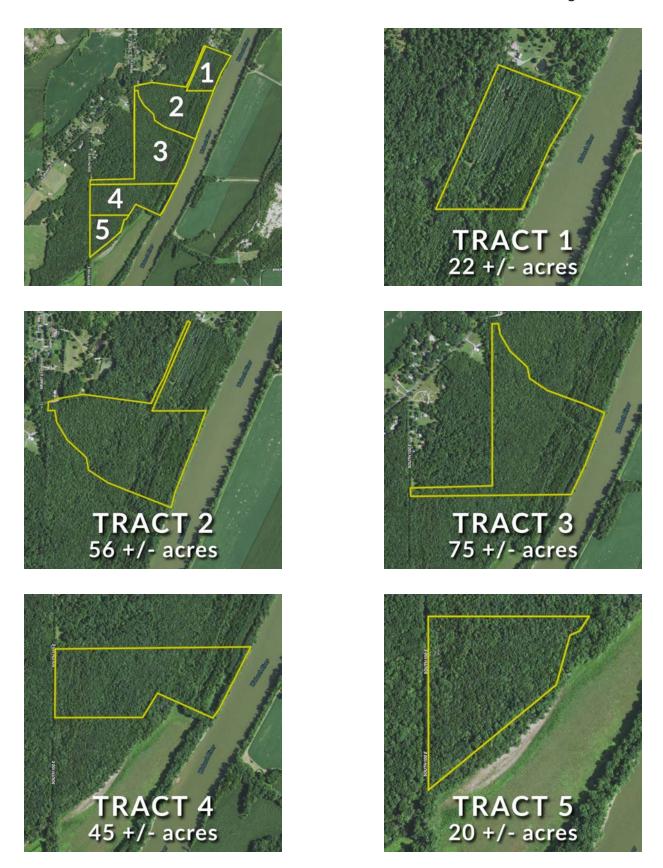
217 +/- Acres | Warren County, Indiana Listing # JK2486217AU







Photos, aerial images, and map drawings are for illustration purposes only and not surveyed boundary lines unless specified. Page 11 of 21



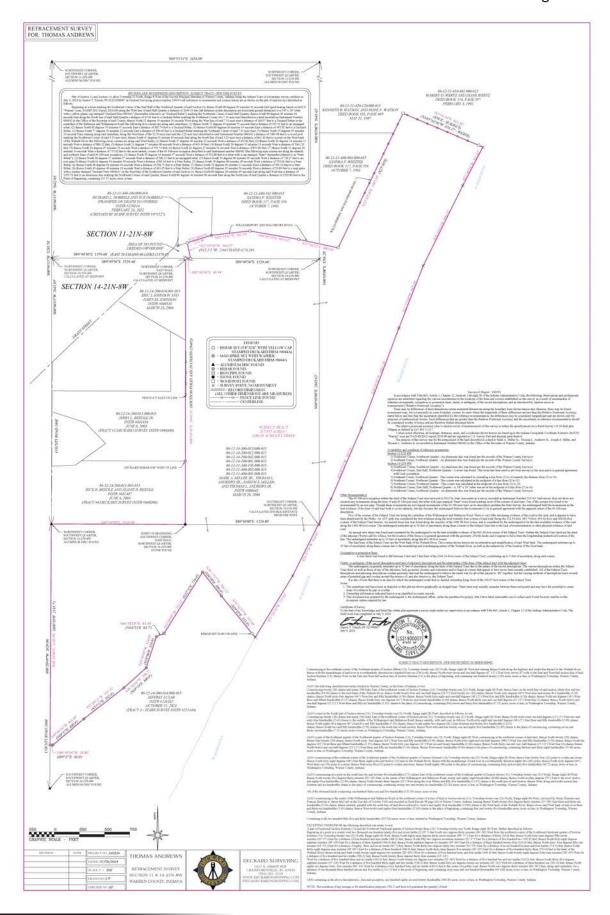
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Johnny@Gfarmland.com IN AU # 12000053

2024 SURVEY



2024 SURVEY





130.43 60.1%

216.94 100% 216.94

39.9% 216.94 100%

Percent

100%

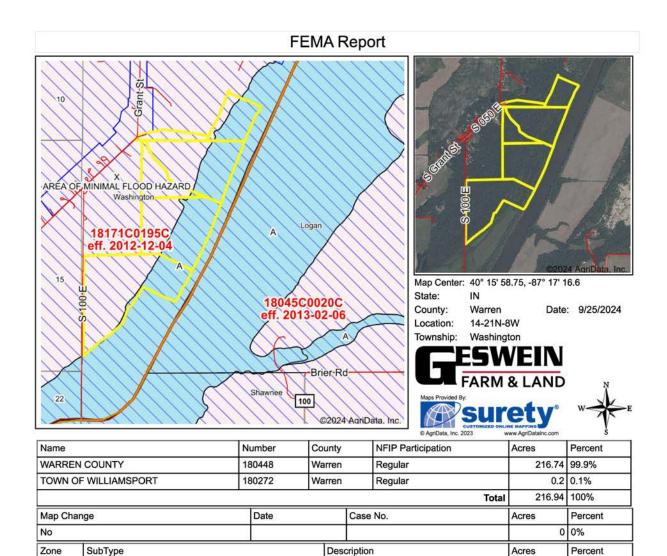
86.51

Total

Total

Acres

FEMA FLOODPLAIN



Outside 500-year Floodplain

100-year Floodplain

Effective Date

12/4/2012

Flood related information provided by FEMA

AREA OF MINIMAL FLOOD HAZARD



X Α

Panel

18171C0195C



PARCEL INFORMATION

217 +/- Acres | Warren County, Indiana Listing # JK2486217AU

PARCEL ID	2023 PAY 2024 TAXES	LEGAL DESCRIPTION
86-12-11-400-001.000-015	\$20.30	012-00173-00 PT FR SE 1/4 11-21-8 4.25 AC
86-12-11-400-002.000-015	\$140.22	012-00172-03 PT FR SE 1/4 11-21-8 22.26 AC
86-12-11-340-105.000-015	\$53.50	012-00172-04 PT S 1/2 SW 1/4 11-21-8 7.31AC
86-12-14-100-001.000-015	\$258.28	012-00172-00 NE PT FR N 1/2 14-21-8 47.35 AC
86-12-14-200-002.000-015	\$57.20	012-00172-01 PT NE 1/4 NW 1/4 14-21-8 13.38 AC
86-12-14-200-012.000-015	\$214.00	012-00173-01 PT SE 1/4 NW 1/4 & PT FR SW 1/4 14-21-8 40.75 AC
86-12-14-300-013.000-015	\$271.18	012-00172-02 PT FR SW 1/4 14-21-8 50.90 AC
	\$1.014.68	

If Tracts purchased individually or in combination, a new survey will be required. See terms & conditions for survey details.

DIRECTIONS

LAT/LONG: 40.2744, -87.28673 (TRACT 1)

From Lafayette: Take IN-25 south/southwest. In 12.7 miles, turn right (west) onto IN-28 toward Attica. Continue on IN-28 through Attica and cross the Wabash River. Take your next left (southwest) onto S River Road. This will turn into S 3rd St. Turn right onto E Washington St. Turn left onto Market St. Arrive in .2 miles.





INSPECTION DATES

217 +/- Acres | Warren County, Indiana Listing # JK2486217AU

SATURDAY, OCTOBER 12, 2024 SATURDAY, OCTOBER 19, 2024 10:00AM - 2:00PM EST

10:00AM - 2:00PM EST

Meet Auction Representative at Tract 1, on Market Street. Directions Below.

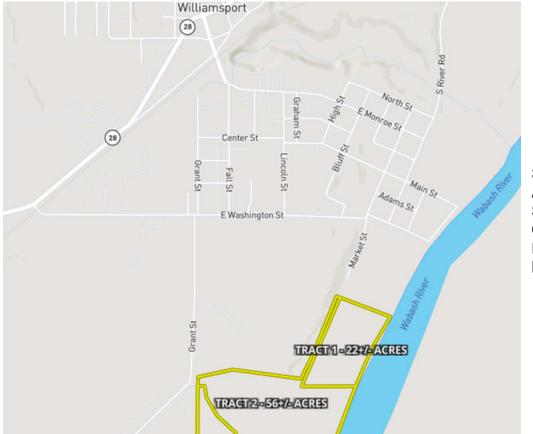
Ask questions, learn more, and walk the extensive trail system.

Seller, Auctioneer, & Geswein Farm & Land Realty LLC (and its agents) 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.

DIRECTIONS

LAT/LONG: 40.2744, -87.28673 (TRACT 1)

From Lafayette: Take IN-25 south/southwest. In 12.7 miles, turn right (west) onto IN-28 toward Attica. Continue on IN-28 through Attica and cross the Wabash River. Take your next left (southwest) onto S River Road. This will turn into S 3rd St. Turn right onto E Washington St. Turn left onto Market St. Arrive in .2 miles.





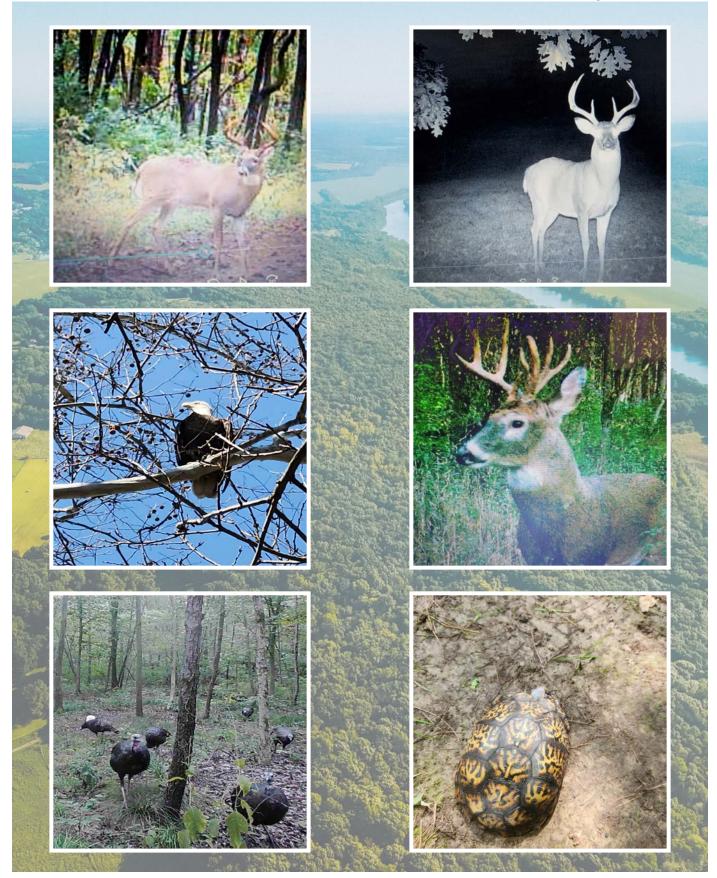
SCAN THE QR CODE **ABOVE WITH YOUR** SMART PHONE TO **GET DIRECTIONS** FROM YOUR LOCATION.

AUCTIONEER: JOHNNY KLEMME (765)427 - 1619

Johnny@Gfarmland.com IN AU # 12000053



WILDLIFE



ALL PHOTOS TAKEN ON PROPERTY



BEAUTIFUL NATURAL ENVIRONMENT



ALL PHOTOS TAKEN ON PROPERTY



TIMBER STAND IMPROVEMENT

- 1993 Timber Stand Improvement
- 10,000 Trees Planted including Hardwoods & Wetland Species
- Significant White Oak, Red Oak, Walnut, Poplar, Sycamore, & more
- Some Older Growth Large Chest Height Diameter Trees
- Investigate Potential Timber Investment Opportunity









ALL PHOTOS TAKEN ON PROPERTY





WILLIAMSPORT, INDIANA 217 +/- Acres | Warren County, Indiana

Listing # JK2486217AU



