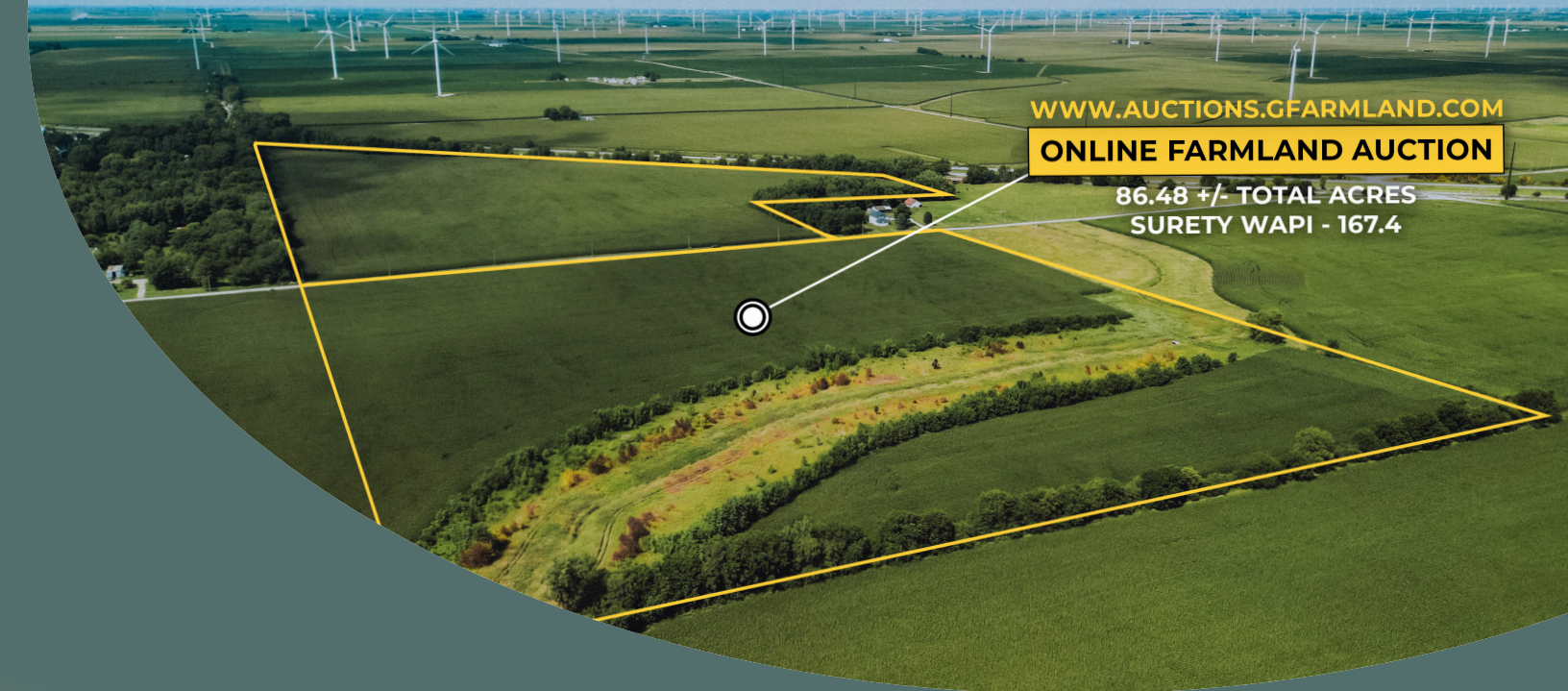




[WWW.AUCTIONS.GFARMLAND.COM](http://WWW.AUCTIONS.GFARMLAND.COM)

**ONLINE FARMLAND AUCTION**

86.48 +/- TOTAL ACRES  
SURETY WAPI - 167.4

**BENTON COUNTY, INDIANA**

**+/- 86.48 Acres Available | Two Tracts**



**| GFARMLAND.COM**

**ONLINE AUCTION**

**OCTOBER 5, 2023 | 8:00AM-6:00PM EST**

[auctions.gfarmland.com](http://auctions.gfarmland.com)

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

**OWNER: SMITH FAMILY, ET AL.**

# AUCTION INFORMATION

**86.48 +/- Acres | Benton County, Indiana**  
**Listing # JK230486AU**



## AUCTION DATE/LOCATION



**AUCTION BEGINS**  
Thursday, October 5<sup>th</sup> @ 8:00am EST

**AUCTION CLOSES**  
Thursday, October 5<sup>th</sup> @ 6:00pm EST

**ONLINE:**  
[auctions.gfarmland.com](https://auctions.gfarmland.com)

## PHONE BIDDING

- All bidders wishing to place bids by phone must be registered **48 hours prior to the auction start time**
- Bidders will be required to fill out the Phone Bidder Registration Form (on following page) or Call 765-426-6666 to make arrangements.

## ONLINE BIDDING

- To bid on these properties, you must be registered as an online bidder before the auction starts.
- To register, go to [auctions.gfarmland.com](https://auctions.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 Auction Staff at (765) 426-6666 with questions.

## AGENCY & AUCTIONEER

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

## VIEWING AUCTION

To View Only on sale day, navigate to the auction via [auctions.gfarmland.com](https://auctions.gfarmland.com) (as above). Click on the "Enter Auction" 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

Possession and Closing: Successful bidder(s) will pay 10% of the successful bid on the day of auction 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 9, 2023 or after any objections to title have been cleared. Final settlement will require wire transfer.

## 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.



# AUCTION TERMS & CONDITIONS

86.48 +/- Acres | Crawford County, Illinois

Listing # JK230486AU



**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 THE AUCTION:** The Winning Bidder(s) will be sent (electronically via email, fax, 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, fax 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. 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 PM EST 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 cancelled and recover full damage for its breach, (b) to elect to affirm 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, including, but not limited to the holding costs of the property, the expenses of both sales, legal and incidental damages of both the Seller and Geswein Farm & Land Realty, LLC. In addition, Geswein Farm & Land Realty, LLC also reserves the right to recover any damages separately from the breach of the Buyer. Both the Successful Bidder and Seller shall indemnify Geswein Farm & Land Realty, LLC for and hold harmless Geswein Farm & Land Realty, LLC from any costs, losses, liabilities, or expenses, including attorney fees resulting from Geswein Farm & Land Realty, LLC being named as a party to any legal action resulting from either Bidders or Sellers failure to fulfill any obligations and undertakings as set forth in this contractual agreement.

#### 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(s) in the manner resulting in the highest sale price.

**SELLERS:** Smith Family, et al.

**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 October 5, 2023. The down payment may be made in the form of a personal check, business check, 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 OR APPRAISAL,** 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 & CLOSING:** Final settlement will require wire transfer. Bidding is NOT subject to any contingencies, including but not limited to financing, appraisal, or inspection of the property. 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 November 6, 2023 or within five (5) days after any objections to title have been cleared. Final settlement will require wire transfer. Possession to take place after harvest of 2023 crop or closing, whichever occurs later.

**FARM INCOME:** Sellers shall retain the 2023 crop income & CRP income.

**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 2022 payable in 2023 real estate taxes. Real estate taxes and assessments for 2023 due and payable in 2024 shall be pro-rated on the date of 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 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.

**AGENCY & AUCTIONEER:** Auctioneer John R. 'Johnny' Klemme of Geswein Farm & Land Realty, LLC is the exclusive agent of the seller. Indiana Auction License # AU12000053

**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. 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. 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.

**NO CONTINGENCIES:** This Real Estate contract is 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.

**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 are satisfied, 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 Geswein Farm & Land Realty, LLC are final.

#### 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 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.

#### 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.

#### CONFLICTS

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

**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.

**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.

**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.**

# PHONE BIDDER REGISTRATION FORM

## Benton County, Indiana | Farm Auction

|                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Upon completing this form in its entirety,<br/>you may mail a hardcopy to:<br/>Geswein Farm &amp; Land<br/>Attn: Auctions<br/>1100 N 9th St.<br/>Lafayette, IN 47904</p> <p>or you may send a digital copy to:<br/>auctions@gfarmland.com</p> | <p><b>AUCTION DATE</b><br/>AUCTION BEGINS<br/>Thursday, October 5<sup>th</sup> @ 8:00am EST</p> <p>AUCTION CLOSES<br/>Thursday, October 5<sup>th</sup> @ 6:00pm EST</p> <p>ONLINE:<br/>auctions.gfarmland.com<br/>Auctioneer: John R. 'Johnny' Klemme<br/>License # AU12000053</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- Successful bidders will be expected to enter into a contract of sale with the seller(s) upon acceptance of bid.
- If you are the successful bidder the day of the auction, we will require contact information for your attorney.
- 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 (if other than Indiana) |
| 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 |
|-----------|------|

# FARM AUCTION

**86.48 +/- TOTAL ACRES**

**TWO (2) TRACTS  
SURETY WAPI - 167.4**

**TRACT 2**

**TRACT 1**



## 86.48 + / - ACRES Benton County, Indiana

Productive Farm in Excellent Location

Owner: Smith Family, et al.

Available in Two (2) Tracts or Whole Farm

74.85 +/- Total FSA Cropland Acres

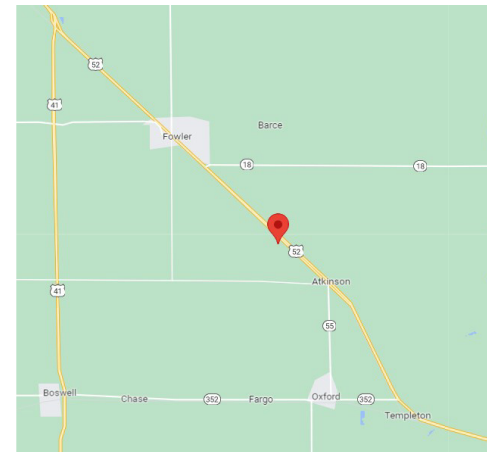
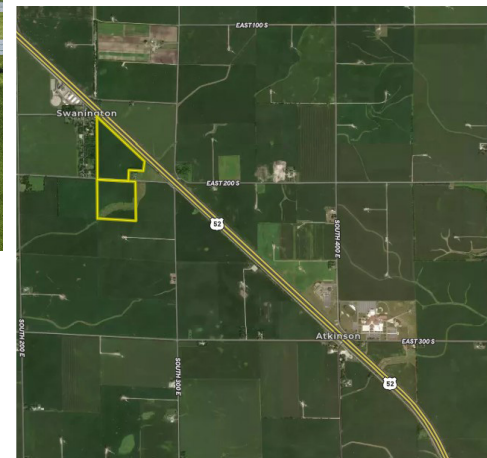
Surety WAPI 167.4 (whole farm)

### Tract 1 - 46.48 +/- Total Acres

- +/- 45.22 FSA Cropland Acres
- Surety WAPI 162.5

### Tract 2 - 40.00 +/- Total Acres

- +/- 29.63 FSA Cropland Acres
- Surety WAPI 173.2
- +/- 7.1 Income Producing CRP Acres



**FOR MORE INFORMATION CONTACT:**

**JOHNNY KLEMME, AUCTIONEER**

(765) 427 - 1619

Johnny@Gfarmland.com

LICENSE #: AU12000053



# TRACT 1

46.48 +/- Acres | Benton County, Indiana  
Listing # JK230486AU



# 46.48 + / - ACRES

CENTER TOWNSHIP / BENTON COUNTY

+/- 45.22 FSA Cropland Acres

Surety WAPI 162.5

Convenient location on CR 200 S

Situated between Atkinson & Swanington

Excellent Investment Opportunity



**FARM & LAND**  
Real Estate & Auctions



**FOR MORE INFORMATION CONTACT:  
JOHNNY KLEMME, AUCTIONEER**

(765) 427 - 1619

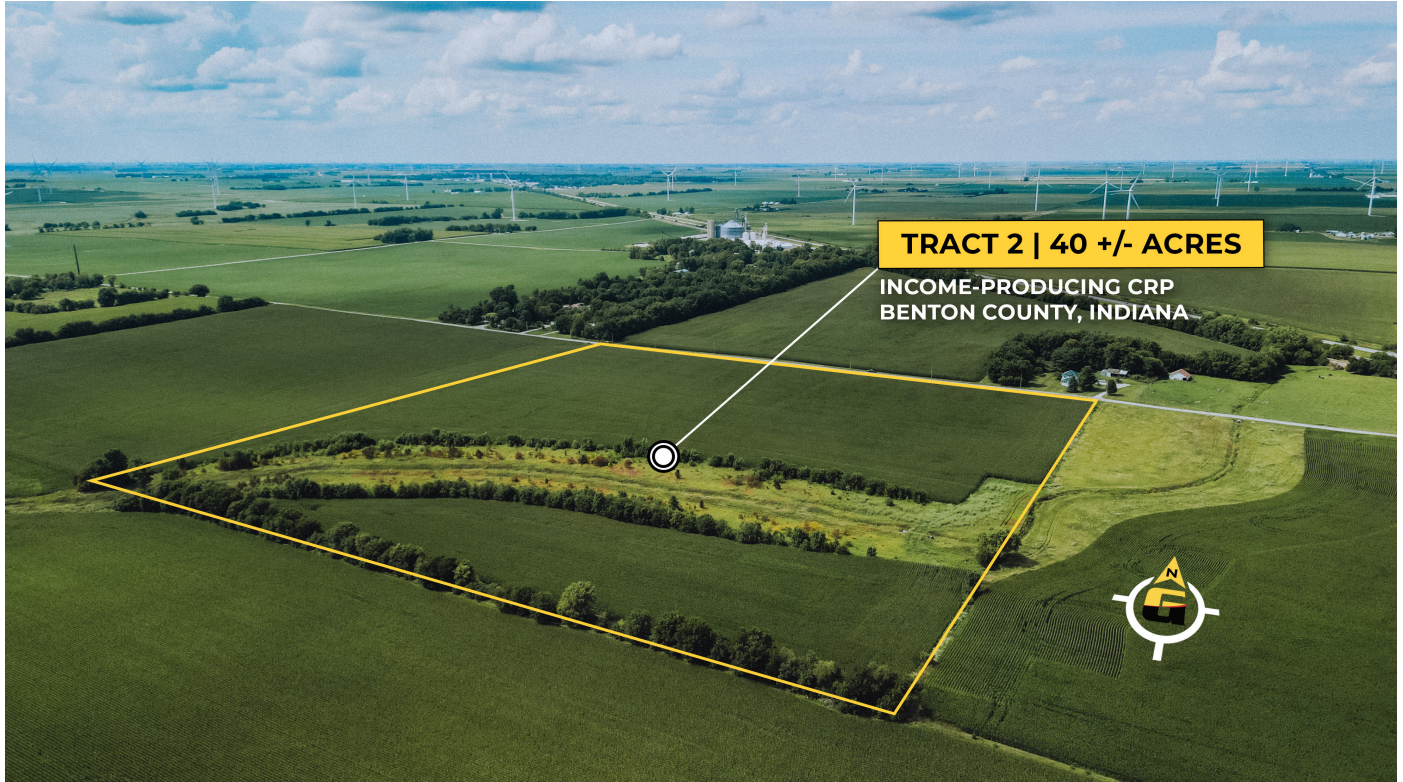
Johnny@Gfarmland.com

LICENSE #: AU12000053



# TRACT 2

40 +/- Acres | Benton County, Indiana  
Listing # JK230486AU



## 40 + / - ACRES

CENTER TOWNSHIP / BENTON COUNTY

+/- 29.63 FSA Cropland Acres

Surety WAPI 173.2

+/- 7.1 CRP Acres

Convenient location on CR 200 S

Excellent Investment Opportunity



**FARM & LAND**  
Real Estate & Auctions



**FOR MORE INFORMATION CONTACT:  
JOHNNY KLEMME, AUCTIONEER**

(765) 427 - 1619

Johnny@Gfarmland.com

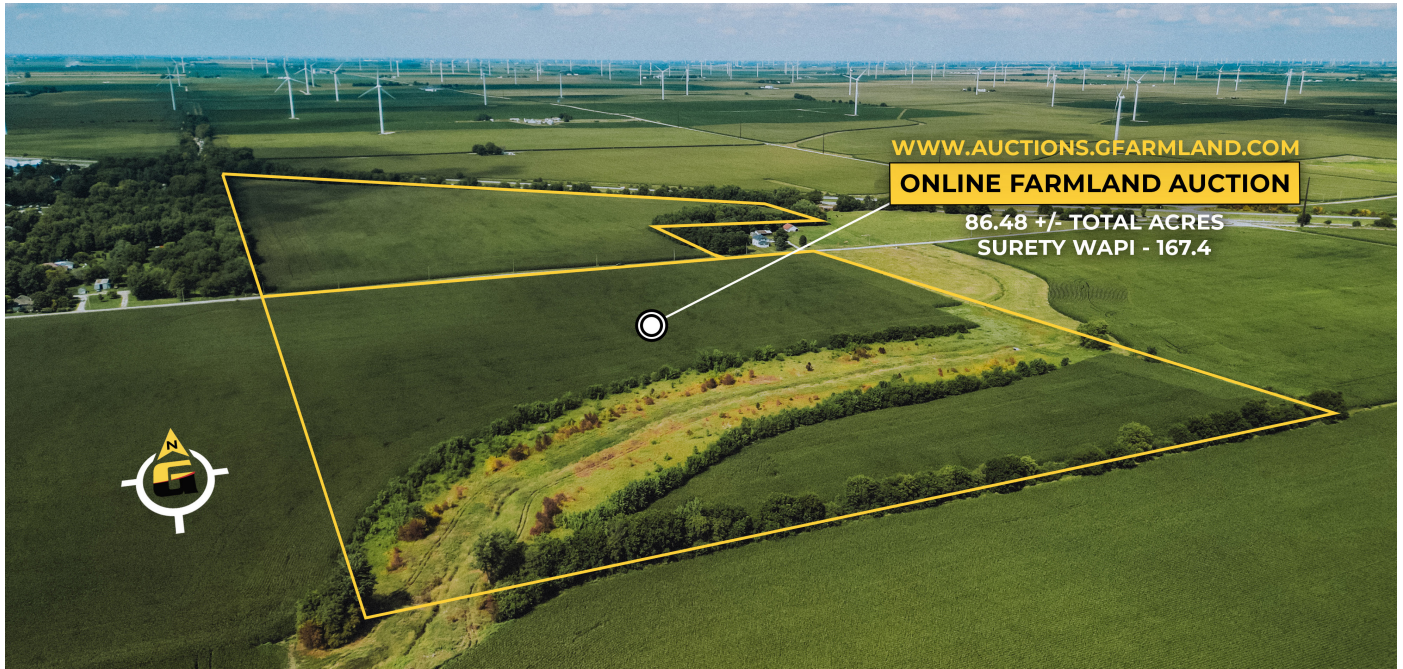
LICENSE #: AU12000053



# SWANINGTON, INDIANA

86.48 +/- Acres | Benton County

Listing # JK230486AU



## DIRECTIONS:

From US-52 & 231 in Montmorenci: head west on US-52 W for approximately 15.3 miles. Turn left onto 300 E. Turn right onto 200 S. Tract 1 is located directly west of 2741 E 200 S, FOWLER, IN, 47944 (on right side of road). Tract 2 is located directly south of 2741 E 200 S, FOWLER, IN, 47944.

