

ONLINE AUCTION

PULASKI COUNTY, INDIANA

+/- 51 Acres Available | Offered in One Tract



auctions.gfarmland.com



THURSDAY, SEPTEMBER 19, 2024

BIDDING OPENS 12:00PM EST

BIDDING CLOSES 6:00PM EST

AUCTIONEER: JOHNNY KLEMMER | LICENSE #: AU12000053
SELLER: CLM Land Holdings LLC, et al.

AUCTION INFORMATION

51.22 +/- Acres | Pulaski County, Indiana

Listing # CS246651AU



BIDDING OPENS

Thursday, September 19th @ 12:00pm EST

BIDDING CLOSES

Thursday, September 19th @ 6:00pm EST



ONLINE:

auctions.gfarmland.com

PHONE BIDDING AVAILABLE



AGENCY & AUCTIONEER

- Geswein Farm & Land Realty, LLC and representatives are Agents of the seller.
- Seller: CLM Land Holdings LLC, et al.
- Johnny Klemme, Auctioneer
License # AU12000053

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.

ONLINE BIDDING

- To bid on these properties, you must be registered as an online bidder by 12:00PM EST on Wednesday, September 19, 2024.
- To register, visit auctions.gfarmland.com and Follow on-screen prompts/buttons.
- Contact Auction Staff at (765) 426-6666 with questions.

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.

FOR MORE INFORMATION...

Please review the Terms & Conditions on page 5 of this information packet. Questions related to the property? Call Craig Stevenson at (574) 870-4383. Need help registering or have questions related to the auction process? Call the Auction Staff at (765) 426-6666.



PHONE BIDDER REGISTRATION FORM

PULASKI COUNTY, INDIANA | LISTING # CS246651AU 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, September 19th

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 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 Pulaski County Abstract and the transfer of funds must be initiated by 5:00pm Eastern September 20, 2024. Seller reserves the right to accept or reject any and/or all bids. Earnest Money funds of \$10,000 or more will require a wire transfer.
- 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

51.22 +/- Acres | Pulaski County, Indiana
Listing # CS246651AU



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 Sellers reserve the right to accept or reject and all bids. 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, 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 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 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.

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.

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 Pulaski County Abstract. Wire transfer of Earnest Money to Pulaski County Abstract must be completed on September 20, 2024. 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 information.

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 September 19, 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 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.

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 October 21, 2024 or within five (5) days after any objections to title have been cleared. Closing to take place at Pulaski County Abstract in Winamac, Indiana. Final settlement will require wire transfer. **Possession shall take place at closing or after harvest of 2024 crops, whichever is later.**

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 and assessments. 2024 real estate taxes and assessments due and payable in 2025 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.

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.

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.

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.

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.

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 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.

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

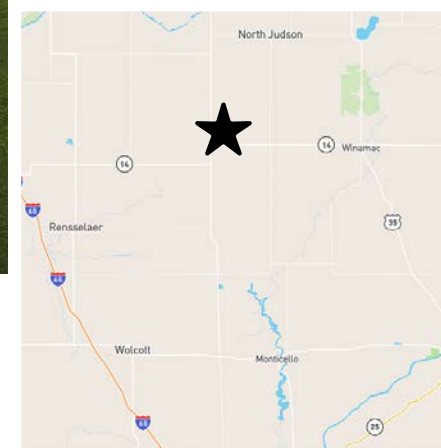
SELLERS: CLM Land Holdings LLC, et al.

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.

FARMLAND AUCTION



51.22 + / - ACRES Medaryville, Indiana

White Post Township / Pulaski County

- Offered as One Tract
- Located on CR 175 N & CR 1400 W
- East of Medaryville
- Northeast of Rensselaer / West of Winamac
- Significant Road Frontage
- +/- 48.57 FSA Crop Acres
- Surety WAPI 117.1
- Investigate Potential Homesites



ONLINE:
auctions.gfarmland.com



PHONE BIDDING AVAILABLE
Call 765-426-6666 for details

FOR MORE INFORMATION CONTACT:
CRAIG STEVENSON, AUCTION REPRESENTATIVE

(574) 870 -4383

Craig@GFarmland.com



AUCTIONEER:
JOHNNY KLEMME

(765) 427 - 1619

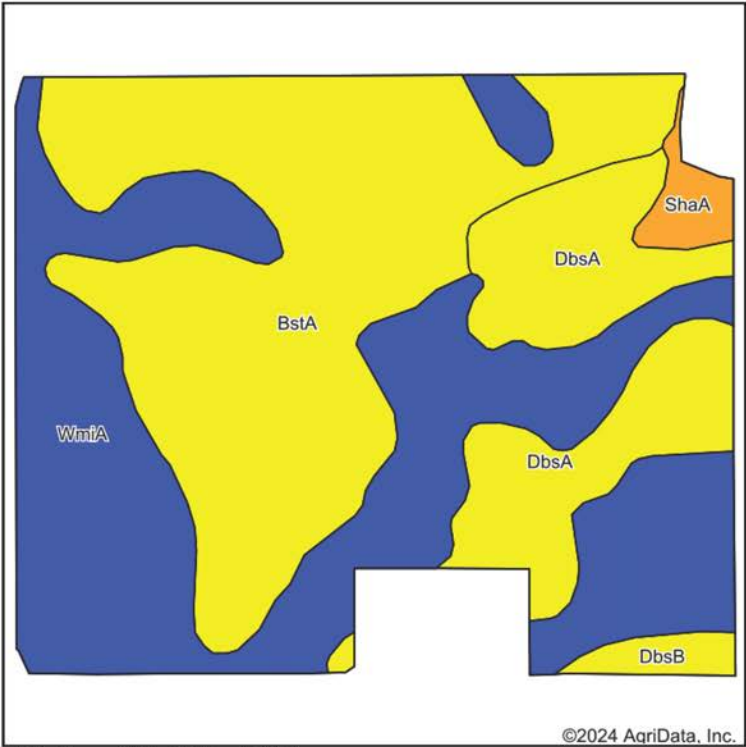
Johnny@Gfarmland.com

IN AU # 12000053

Seller: CLM LAND HOLDINGS LLC, ET AL.

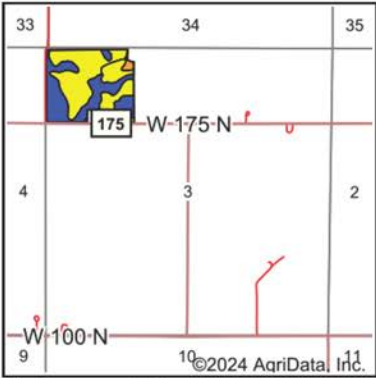
51.22 +/- Acres | Pulaski County, Indiana
Listing # CS246651AU

Soils Map



Soils data provided by USDA and NRCS.

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State: **Indiana**
County: **Pulaski**
Location: **3-30N-4W**
Township: **White Post**
Acres: **48.57**
Date: **7/22/2024**

GESWEIN
FARM & LAND

Maps Provided By:



surety
CUSTOMIZED ONLINE MAPPING

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Area Symbol: IN131, Soil Area Version: 25														
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Water Table	Non-Irr Class *c	Corn Bu	Grass legume hay Tons	Pasture AUM	Soybeans Bu	Winter wheat Bu	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Soybeans
WmiA	Whitepost-Gilford fine sandy loams, 0 to 1 percent slopes	19.89	40.9%		1ft.	IIw	151	5	10	34	60	71	71	64
BstA	Brems loamy fine sand, 0 to 1 percent slopes	19.16	39.4%		2.5ft.	IVs	94	3	6	33	43	51	51	32
DbsA	Denham fine sand, 0 to 1 percent slopes	7.96	16.4%		4.5ft.	IVs	90	3	6	31	41	49	49	30
ShaA	Selfridge-Morocco loamy fine sands, 0 to 1 percent slopes	0.85	1.8%		2ft.	IIIw	123	4	8	37	55	59	59	42
DbsB	Denham fine sand, 1 to 5 percent slopes	0.71	1.5%		4.5ft.	IVs	89	3	6	31	41	48	48	30
Weighted Average						3.16	117.1	3.8	7.7	33.1	49.8	*n 59	*n 59	*n 44.9

*n: The aggregation method is "Weighted Average using all components"

*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.



GFARMLAND.COM

51.22 +/- Acres | Pulaski County, Indiana
Listing # CS246651AU

Wetlands Map



State: Indiana
Location: 3-30N-4W
County: Pulaski
Township: White Post
Date: 7/22/2024

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Maps Provided By:
surety
CUSTOMIZED ONLINE MAPPING
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0ft 465ft 929ft

Classification Code	Type	Acres
PFO1A	Freshwater Forested/Shrub Wetland	0.04
Total Acres		0.04

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

Field borders provided by Farm Service Agency as of 5/21/2008.



PARCEL INFORMATION

51.22 +/- Acres | Pulaski County, Indiana
Listing # CS246641AU

LEGAL DESCRIPTION: 018-00701-00 PT N.2 NW FRAC SEC. 3 51.22A
MONON (692) ANTRIM (523)

ADDRESS: 175 N & 1400 W, Medaryville IN 47957

PARCEL ID: 66-05-03-200-017.001-018

TAXES: 2023 PAY 2024: \$832.90

TOTAL ACRES: 51.22 +/-

DIRECTIONS

LAT/LONG: 41.08403, -86.86966

- From Rensselaer: Head north on US-231. Turn right (east) onto IN-14. Follow for 13.6 miles. Turn left (north) onto US 421. Follow for 3.8 miles. Turn right (east) onto CR 175 N / Pearl St. Destination will be on the left (north) side of road in approximately 1.1 miles.





MEDARYVILLE, INDIANA

51.22 +/- Acres | Pulaski County, Indiana

Listing # CS246651AU

FARMLAND AUCTION

51.22 +/- TOTAL ACRES
PULASKI COUNTY, INDIANA

REGISTER TODAY!

51.22 +/- TOTAL ACRES
MEDARYVILLE, INDIANA



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