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WED, NOVEMBER 12TH • 5:30PM (CT)

AUCTIONS . REAL ESTATE . APPRAISALS AUCTION-REALTY, INC.

PO Box 305 • New Harmony, IN 47631

Bill Wilson, CAI Andrew Wilson,

Offered in 4 Tracts

Combinations &

The Entirety

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IN#V001037816 CAI, CES



High Quality Cropland • Development Potential • US 41 Frontage

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# VANDERBURGH & GIBSON COUNTIES ND AUCTION

High Quality Cropland • Development Potential • US 41 Frontage

## WED, NOVEMBER 12TH • 5:30PM (CT)



William Wilson Auction & Realty, Inc. has been authorized to sell the real estate belonging to Joan C. Wilzbacher Trust, located in Vanderburgh and Gibson Counties, Indiana.

#### **DESCRIPTION:**

155± Total Acres, nearly all Tillable • High Quality Cropland • Significant Development Potential • US-41 Frontage

• Tracts Ranging from 8 to 80 Acres

#### PROPERTY LOCATION:

Tracts 1-3: Located along US-41 at Volkman Road, 14-miles north of Evansville and 2-miles south of Interstate 64; GPS Locator: 38.144468, -87.547537 **Tract 4:** Located 4-miles east of US-41 at Fort Branch and 1-mile south of IN State Route 168 at Snake Run; GPS Locator: 38.2450105, -87.4963876

#### TRACT DESCRIPTIONS:

Tract 1: 8± AC; all tillable; frontage along Volkman Road Tract 2: 25 ± AC; all tillable; frontage along US-41 Tract 3: 38± AC; all tillable; frontage along US-41

Tract 4: 80.8± AC; all tillable; frontage along CR 400-E and CR 750 S

#### PROPERTY DESCRIPTION:

### TRACTS 1-3: 71± Acres; Nearly all tillable

For the farmland investor, this farm features highly responsive Birds, Hosmer, and Evansville silt loams as the predominant soil types, with good drainage. Please refer to the website for FSA and soil information.

For the investment/development land buyer, these tracts offer over 3,000' of road frontage with utilities onsite and are prime for development, with path-of-progress potential. INDOT Traffic counts 22,300+ vehicles per day in front of this property and

The 2025 crop is a mix of corn and double-crop soybeans. Please refer to the website for FSA and soil information.

### TRACT 4: 80.8 ± Acres: All tillable

For the farmland investor, this 80-acre tract is as good as they get in this part of Gibson County, Indiana. Featuring the highly responsive Peoga silt loam over 95% of the field, this tract is capable of producing high yield corn and soybeans each year. Just 4-miles east of US-41 and 1-mile south of Indiana State Route 68, the tract is easily accessible for transport to grain terminals.

The 2025 crop is corn. Please refer to the website for FSA and soil information.

**Mostly Tillable Tracts Ranging from 8 to 80 Acres!** 













PLEASE READ AND REVIEW THE REAL ESTATE TERMS THOROUGHLY PRIOR TO BIDDING ON ANY PROPERTY. IF YOU HAVE NOT READ AND UNDERSTAND THESE TERMS, DO NOT BID. BY BIDDING ON THE PROPERTY, BUYER AGREES TO ALL TERMS AND CONDITIONS SET FORTH AND ENTERS INTO A CONTRACTUAL AGREEMENT TO PURCHASE THE PROPERTY UNDER THE

ONLINE BIDDING: AUCTION DATE / TIME: Bidding begins: OCTOBER 29, 2025 @ 12 NOON (CT); Bidding closes: WEDNESDAY, NOVEMBER 12, 2025 @ 5:30 PM (CT) (\*\*See AUCTION END TIMES). Bidding will be conducted online at www.wilsonauctions.com. Alternatively, to place a confidential phone bid or to make other arrangements for bidding, please contact our office at least two days prior to the auction.

UPON CONCLUSION OF THE AUCTION: The Winning Bidder will be sent a Real Estate Contract to print and is required to fully and correctly complete and properly sign without any modifications. Bidder is to return the completed, signed contract to William Wilson Auction Realty, Inc. by email or delivered in person by 4:00 PM of the day following the auction. Along with the completed, signed contract, the Winning Bidder will be required to send the specified non-refundable earnest money deposit as stated in the property description. This non-refundable earnest money depo 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 4:00 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 William Wilson Auction Realty, Inc. Seller shall have the right to (a) declare this contractual agreement canceled 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 William Wilson Auction Realty, Inc. 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 Willian Wilson Auction Realty, Inc. In addition, William Wilson Auction Realty, Inc. also reserves the right to recover any damages separately from the breach of the Buyer. Both the Successful Bidder and Seller shall indemnify William Wilson Auction Realty, Inc. for and hold harmless William Wilson Auction Realty, Inc. from any costs, losses, liabilities, or expenses, including attorney fees resulting from William Wilson Auction Realty, Inc. 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

PROCEDURE: The real estate will be offered in 4 tract(s) via online only auction. Bids on any individual tract, combinations of tracts, or the entirety may compete. There will be open bidding during the auction as determined by the Auctioneer. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. All decisions of the Auctioneer are final.

DOWN PAYMENT: A 10% down payment is due on the day of the auction with the balance due at closing. The down payment may be in the form of cash, cashier's check, personal check or corporate check. Bidding is not conditional upon financing. Bidders should arrange for financing, if needed, and

BUYER'S PREMIUM: No Buyer's Premium.

ACCEPTANCE OF BID: Successful bidder(s) will be required to enter into a Purchase Agreement following the close of the auction. The real estate is being sold subject to the approval of the seller.

DEED: Seller shall provide a sufficient deed(s) conveying title to the property.

CLOSING: The balance of the purchase price is due at closing, which will take place within 30 days of the presentation of insurable title.

POSSESSION: Possession to the real estate shall be delivered to Buyer(s) at closing. Seller shall receive crop proceeds for 2025. Buyer shall have farming

**REAL ESTATE TAXES:** Buyer will pay taxes in November 2026 and all thereafter.

ACREAGE: All tract acreages, dimensions, and proposed boundaries outlined on the auction plat and all advertising are approximate and are estimated based on current legal descriptions and/or aerial photos. Purchaser should make his/her own independent determination of acreage prior to bidding.

SURVEY: If a survey is deemed necessary to establish a new legal description, the cost of the survey will be shared 50/50 between the seller and buyer. DISCLAIMER AND ABSENCE OF WARRANTIES: All information contained in this ad and all related materials are subject to the terms and conditions outlined in the Purchase Agreement, which shall take precedence. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either expressed or implied, concerning the property is made by the Seller or WILLIAM WILSON AUCTION & REALTY, INC., including, but without limitations to fitness for a particular use, physical condition, any specific zoning classification, title, location of utilities, assurance of building permits, driveway permits, or water and septic permits. All sketches and dimensions are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property.

BIDDING AND REGISTRATION INFORMATION BIDDER VERIFICATION: Bidding rights are provisional, and if identity verification is questionable, William Wilson Auction Realty, Inc. has the right to reject the registration, and bidding activity will be terminated. The Seller and William Wilson Auction Realty, Inc. reserves the right to preclude any person from bidding if there is any question as to the person's credentials, mental fitness, etc. Bidders agree to keep their username and password confidential as they are responsible for ANY and ALL activity involving their account. If the registered bidder's user name is offensive to William Wilson Auction Realtý, Inc. or in their sole opinion detrimental to Bidding Activity, then Willian Wilson Auction Realty, Inc. reserves the right to delete the bidder from bidding or unilaterally change the username with notification to the Bidder. When using the website you must obey any and all local, state, and federal laws. Violations will result in the termination of website use privileges.

\*\*AUCTION END TIMES: William Wilson Auction Realty, Inc. online only auctions are timed events and all bidding will close at the specified time However, our auctions also have what is called an 'Auto Extend' feature. Any bid placed within the final 5 minutes of the auction results in the auction automatically extending to 5 additional minutes. The bidding will extend in 5-minute increments from the time the last bid is placed until there are no more bids, and all of 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. The auctioneer shall have full discretion to modify this end time and extension time which will be announced to the bidders during the auction.

TECHNICAL ISSUES: In the event, there are technical difficulties related to the server, software, internet, or any other online auction-related technologies, William Wilson Auction Realty, Inc. reserves the right to extend bidding, continue the bidding, or close the bidding. Neither the company providing the software nor William Wilson Auction Realty, Inc. shall be held responsible for a missed bid or the failure of the software to function

CONDUCT OF THE AUCTION: The minimum bid increase will be indicated on the bidding application. William Wilson Auction Realty, Inc. 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 hidding. All decisions of William Wilson Auction Realty, Inc. are final, YOUR BID ON THIS AUCTION INDICATES BOTH AN UNDERSTANDING AND AN ACCEPTANCE OF THE TERMS OF THIS CONTRACTUAL AGREEMENT BETWEEN YOURSELF AND BOTH THE SELLER AND William Wilson Auction Realty, Inc. AND THAT YOU, AS THE BIDDER, ARE PREPARED TO PURCHASE THE PROPERTY UNDER THE TERMS AND CONDITIONS OF THIS AUCTION

AUCTION LOCATION: This auction will be conducted virtual online from our Auction Offices. All bidding will be conducted online with the Auctioneer appearing virtually during the final bidding process

OWNER: Joan C. Wilzbacher Trust

All announcements the day of the auction take precedence over printed material or any other oral statements made.

