

# Cazenovia Hobby Farm Live Auction

32785 County Rd V, Cazenovia, WI 53924

Monday, August 28<sup>th</sup> 1:00 PM



Cazenovia Hobby Farm, village edge on 24 acres of fertile farm fields and lush green pastures. Historic 5 bedroom 1 bath Home 40x100 barn, and 12x40 garage. 15 acres tillable with the balance in woods with creekside pastures. Fronting on CTH V and Duren road provides easy access. Excellent hobby farm, farm market or country living. Canoe the stream to Lee Lake. Amazing views of the rolling hills of Richland County in the Distance.

Auction Monday August 28th 1:00 pm onsite: Buyer to sign an offer to purchase with no contingencies day of auction along with the terms and conditions related to auction and a \$5000 nonrefundable down payment. Property is sold subject to seller confirmation within 48 hrs. of midnight of auction day. Property is sold as is where is. Closing to be on or before September 28th 2017. Open House dates: August 19th 11-12pm and August 23rd 5-6pm.

**UNITED COUNTRY HAMELE AUCTION & REALTY:** 1325 W. Wisconsin St. Portage, WI 53901 608-742-5000 Registered Wisconsin Auctioneers: Travis Hamele #2224 Pardeeville, WI. 608-697-3349. List agent Tina Marshall 608-604-6675. Thinking of selling Real Estate or having an auction? Call us for a free auction evaluation.

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**Hamele Auction  
& Realty**







<b>1808644</b>	<b>Active</b>	<b>Single Family</b>	
<b>32785 County Road V</b>	<b>Town</b>	<b>Westford</b>	<b>018</b>
<b>County:</b> Richland	<b>Mailing City:</b> Cazenovia		
<b>Subdivision:</b> n/a			WI 53924
<hr/>			
<b>Bedrooms:</b> 5	<b>Fin Above Grade SqFt:</b>	2,143	
<b>Full Baths:</b> 1	<b>Fin Below Grd Exp SqFt:</b>		
<b>Half Baths:</b> 0	<b>Finished Non-Exp SqFt:</b>		
	<b>Total Finished SqFt:</b>	2,143 <i>Seller</i>	
<b>Year Built:</b> 1900	<i>Seller</i>		
<b>Est. Acres:</b> 24.2200	<i>Assessor</i>		<b>Click M for Map:</b>
<b>Lot Dim:</b>			<b>Documents (if any):</b>
<b>Open House:</b>			<b>Calculate Payment:</b>



West of Cazenovia Hwy V farm on the left. intersection Hwy V & Duren Drive

				<b>Baths</b>		<b>School Info</b>
				<b>Full</b>	<b>Half</b>	<b>(D)</b> Weston
<b>Living/Great:</b> M 16x23	<b>Mstr BedRm:</b> U 16x21	<b>Laundry:</b> L 10x20		<b>Upper:</b> 0	0	<b>(E)</b> Weston
<b>Formal Dining:</b>	<b>2nd BedRm:</b> U 14x24	<b>Other:</b> M 7x8		<b>Main:</b> 1	0	<b>(M)</b> Weston
<b>Dining Area:</b>	<b>3rd BedRm:</b> U 16x17	<b>Other:</b> M 7x8		<b>Lower:</b> 0	0	<b>(H)</b> Weston
<b>Kitchen:</b> M 16x17	<b>4th BedRm:</b> U 16x17					
<b>Family Room:</b>	<b>5th Bedrm:</b> M 9x14					

<b>Lake/River:</b> stream	<b>Net Taxes:</b> \$ 2,367 / 2016	<b>HOA Dues/Yr:</b>
<b>Feet WaterFront:</b> 500 <i>PlatMap/Survey</i>	<b>Zoning:</b> ag/for	<b>Builder:</b>
<b>Parcel #:</b> 030-1411-3000		

<b>Type</b> 2 story	<b>Fuel</b> Wood
<b>Architecture</b> National Folk/Farm	<b>Heating/Cooling</b> Other
<b>Mstr Bed Bath</b> None	<b>Water/Waste</b> Municipal sewer, Well
<b>Dining</b> Eat-in kitchen	<b>Driveway</b> Gravel/Dirt
<b>Kitchen Features</b> Range/Oven, Refrigerator	<b>Barrier-free</b> Ramped or level entrance, First floor bedroom, First floor full bath, Level drive, Level lot, Low pile or no carpeting
<b>Fireplace</b> None	<b>Terms/Misc.</b> AUCTION
<b>Basement</b> Partial, 8'+ Ceiling, Other foundation	<b>Energy Eff/Green</b> Low E Windows
<b>Garage</b> 2 car	<b>Farm Features</b> Pasture, Tillable, Livestock Farm, Crop Farm, Barn(s), Horse Farm
<b>Exterior</b> Vinyl	
<b>Lot Description</b> Rural-not in subdivision, Horses Allowed	

**Interior Features** Wood or sim. wood floor, Walk-in closet(s), Washer, Dryer, At Least 1 tub  
**Exterior Features** Fenced Yard

**Included:** Stove, refrigerator, washer and dryer  
**Excluded:** Machinery, crops

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<b>Sold Price:</b>	<b>Concessions:</b>	<b>Closing Date:</b>
<i>This information provided courtesy of: United Country Badgerland Auction &amp; Realty</i>		<i>08/10/2017 06:08 PM</i>

Accuracy of information is not guaranteed and should be verified by buyer if material. Equal Housing Opportunity listing. Copyright 2017 SCWMLS



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**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 32785 Cty Hwy V Town of Westford, Cazenovia, Richland County WI.

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 Kevin & Susan Pasker ("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 \$5,000. 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 a 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 within thirty (30) days from the date of the auction sale unless a different date is set forth by Auctioneer in the Offer to Purchase, 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 be 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 of 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 2.4% 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 must 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, contaminants 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:**

The following addenda are attached, hereto and incorporated by reference as if fully set forth herein: \_\_\_\_\_

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**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 WARRANTY 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.

Name:

Email:

Address:

Phone Number(s): Home:

Cell:

Buyers Signature

Buyers Signature

Bidder Number:



## **Addenda to Terms & Conditions Relating to Auction at 32785 Cty V Town of Westford WI August 28<sup>th</sup> 2017**

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

**Live Bidders:** Live Bidders will be required to sign Terms & Conditions, Bidder Registration Form.

**Terms of Purchase:** 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 September 28<sup>th</sup> 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 "AS-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.

**Property will be offered as follows:** Property well be offered as a whole. \$5,000 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 September 28<sup>th</sup> 2017.

**Broker Participation:** Auction Company to pay 2.4% 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 August 27<sup>th</sup> 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 August 28<sup>th</sup> 2017.

This addenda is dated: \_\_\_\_\_

Bidders Signature(s)

\_\_\_\_\_ Name Printed \_\_\_\_\_

\_\_\_\_\_ Name Printed \_\_\_\_\_