

Online Only UCTION



This property is located across the street of the Beautiful Lake Arbutus



Central Wisconsin Retreat in Clark County

Preview Saturday
June 20th 12-2PM

N468 Arbutus Dr Neillsville, WI 54456

www. HameleAuctions.com







Property Features:

- Lot #1 2.5 +/- acre lot
- Lot #2 Cabin on 3 +/- acres
- Lot #3
 2.31 +/- acre lot

Agent- Bruce Witte 715-429-0654

Auctioneer #2224 Travis Hamele 608-697-3349

Office 608-742-5000

1325 W Wisconsin Street, Portage, WI 53901

TERMS: 10% Buyer's Fee added to high bid, nonrefundable down payment at time of signing. Close before July 27. See complete terms and conditions on website

Matrix Residential **N468 Arbutus Drive** L \$100,000 1542380Active Neillsville, WI 54456 Recent: 05/22/2020 New Listing Type: **Multiple Uses** County: Style: Single Family 29 - Taylor And Clark Area: Bedrooms: School Dist: Neillsville Full Baths: 1 Garage Cap: Partial Baths: 0 Garage Type: None Lot Size: 0 x 0 x Year Built: 1960 Acreage: 7.81 Taxes/Yr: \$1,615.76 / 2019 Apx Fin AG: 866 Tax ID: 008.0568.000 Apx Fin BG: Addtl Tax IDs: Apx Fin SqFt: 866 Waterfront: No Manufactured: No Condo: No Subdivision: Association: No Common: Home Dim: Association Fee: Restrictive Cov: Twp: Dewhusrt Fee Cycle: Water Front Type: Water Front Ft: Seasons: Lake/River Name: Waterfront Access: Lake Depth: Lake Size: Water View: Slope: Waterfront Elevation: RoadBtwWtrfrnt: Income Producing: Water Front CF: ROOM LEVEL **EST SIZE FLOOR** ROOM **LEVEL EST SIZE FLOOR Living Room** M 25 x 11 Carpet **Kitchen** M 8 x 10 Laminate **Dining Room** M 12 x 16 Carpet Entry/Foyer M 22 x 4 Laminate **Bedroom** M 9 x 12 Carpet Bedroom M 11 x 10 Carpet **Bathroom** M 9 x 4 Laminate Included: Ac Wall Unit, Microwave, Oven/Range, Refrigerator Excluded: Lp Tank Basement: Full Cooling: Window Driveway: Gravel Electric: Circuit Breaker Fireplace: Free-Standing, Wood Stove, Woodburning Foundation: Poured Fuel Source: LP Gas Heating: Forced Air New Const: None Occupancy: At Closing, Other-See Remarks Outbuildings: None Patio Deck: Deck-Wood Sewer: Septic-Conventional Showing: 24 Hour Notice, Sign-on Property, Special-See **Agent Remark** Water: Well-Drilled Water Heater: Electric Exterior: Composite Zoning: Recreational, Residential Directions: From Neillsville take Hwy 95 approximately 9 miles to Resewood Ave. Then 1.75 miles on Resewood to Arbutus Drive. Right on Arbutus Dr. to property 1 mile. Signage on property...or from Black River Falls-Hwy 27 to Hwy 95

to Resewood Ave to property

Online Auction Property: This 2 Bd - 1 Ba ranch home with full basement is located across the street from Lake Arbutus. The public boat landing is just down the road for easy access to the lake. Enjoy everything that Hatfield and Lake Arbutus has to offer without paying lakefront taxes! The home will come fully furnished with septic, drilled well and electric all in place. This property is ready to move in! For auction info contact the listing agent.

Legal: Lot1 CSM 1151 REC 675/912 BG PT of Govt Lot 2 LYG ESTLY of Arbutus Drive Sec 36 TWP 23 N R 3 W

Apx UnFin AG: Apx UnFin BG: 866 Apx UnFin SqFt: 866

Remarks:

Condition Report: Access Feat Rpt: Seller Concessions

Seller Financing: Seller Fin Remarks:

Prepared By: Bruce Witte Email: brucew@uchamele.com

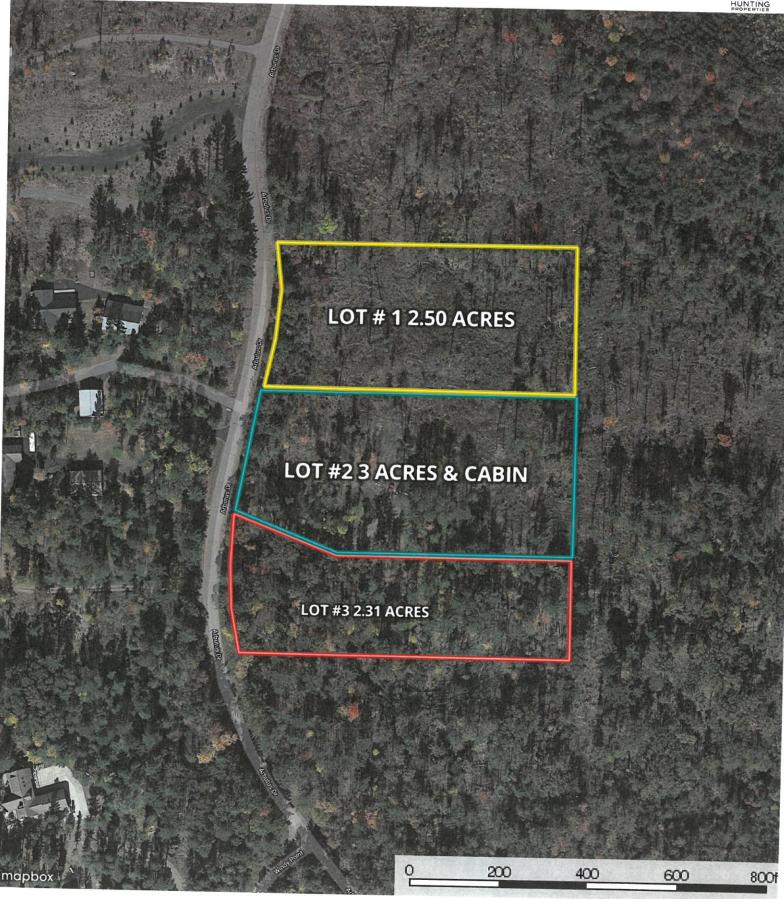
United Country Midwest Lifestyle PropeiOffice Ph#: 608-742-5000

1325 W Wisconsin St

Preferred Ph#: 715-429-0654

Portage, WI 53901 Certs:





J Lot 1

Lot 2

Lot 3

675 FAGE 912

ENGINEERING & SURVEYING, INC. 203 W. UPHAM ST., P.O. BOX 96 MARSHFIELD, WI. 54449-0096 PHONE (715) 486-1300 FAX (715) 486-1313 EMAIL: epping@tznet.com WEB SITE: www.eptech-wi.com

SN-504 DRAWN BY: MELISSA TOLLEFSON

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NOTE, IF THE SURVEYOR'S SEAL IS NOT RED IN COLOR THE MAP IS A COPY, AND MAY CONTAIN ALTERATIONS, THE SURVEYOR'S SEAL DOES NOT APPLY TO COPIES.

PREPARED FOR

5

BRAD OLER 13843 TALLACKSON ROAD **DURAND, IL. 61024**

N1/4 COR.

36-23-3W

CLARK COUNTY CERTIFIED SURVEY MAP NO.

BEING PART OF GOVERNMENT LOT 2 EAST OF ARBUTUS DRIVE, SECTION 36, TOWNSHIP 23 NORTH, RANGE 3 WEST, TOWN OF DEWHURST, CLARK COUNTY, WISCONSIN.

36-23-3W S 89°54'44" E 2152.88 200' ● .75" O.D. X 24" IRON ROD SET 1.50#/FT CLARK COUNTY SECTION CORNER

NW COR

NOTE: THE NORTH LINE OF GOVERNMENT LOT 2 WAS ASSIGNED A BEARING OF S 89°54'44" E FOR THIS MAP.



RECORDED ON 7/10/02 AT 8:00 A.M. IN VOL. 675 RECORDS PAGE 912 CLARK COUNTY WI BY ois Lagedorn

N 07*43'20" W P.O.B. LOT - 1 00°03'59' 7.81 acres 340271.88 sq ft 8 C2 N 89°54'44" W 531.49 LOT - 2 5.00 acres 217800.00 sq ft 655. .78 N 89°54'31" W

1.4	-	7 <u>-1</u>						
_10	Delta	Radius	Arc Length	Degree	Chord	Ch Bear	PC Tang Bearing	DT Tone Densine
C1	19°10'17"	417.18'	139.59'	13°44'03"	138.94	N 01°51'48" F	N 11°26'57" F	PT Tang Bearing
C2	24°30'28"	561.86	240.33	10°11'51"	238.51	N 00°48'18" W		N 07°43'20" W
C3	25°14'47"	561.861	247.58	10°11'51"	245.58	N 25°40'55" W	S 11°26′56" W	S 13°03'32" E
DEC	DIDTION		241.00	110 1101	240.00	14 25 40 55 VV	S 13°03'32" E	S 38°18'19" E

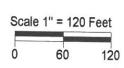
Being part of Government Lot 2 East of Arbutus Drive, Section 36, Township 36 North, Range 3 West, Town of Dewhurst, Clark County, Wisconsin; Commencing at the N1/4 Corner, 36-23-3W; being the POINT OF BEGINNING; thence S00°03′59″W, a distance of 1318.91′; thence N89°54′31″W, a distance of 80.58′; thence N38°18′18″W, a distance of 554.52; thence along a curve to the right, having a radius of 561.86′, a chord bearing of N25°40′55″W, and a chord distance of 245.58′; thence along a curve to the right, having a radius of 561.86′, a chord bearing of N25°40′55″W, and chord distance of 245.58′; thence along a curve to the right, having a radius of 561.86′, a chord bearing of N00°48′18″W, and chord distance of 238.54′; thence N11°20′64″E to the right, having a radius of 561.86', a chord bearing of N25°40'55 W, and a chord distance of 249.56; thence along a curve to the right, having a radius of 561.86', a chord bearing of N00°48'18"W, and chord distance of 238.51'; thence N11°26'54"E, a distance of 260.82'; thence along a curve to the left, having a radius of 417.18', a chord bearing of N01°51'48"E, a chord distance of 138.94'; thence N07°43"20"W, a distance of 30.35'; thence S89°54'44"E, a distance of 483.40' to the POINT OF BEGINNING; said described tract containing 12.81 Acres, more or less, subject to right-of-ways, easements, restrictions, and reservation of

I. Phillip G. Epping, being a Registered Land Surveyor in the State of Wisconsin, do hereby certify that by the order and under the direction of Brad Oler, Durand, Illinois, that I have supervised the survey of the above described property, and the above map is a true representation of that survey, and that I have complied with Chapter 236 of the Wisconsin Statutes to the best of my knowledge and belief.

ZEIGLE LANDS Section 36, Town of Dewhurst (±7.8 acres)







This instrument drafted by Eric J. Hauge, TruMark Surveying, LLC., W5093 US Hwy 10 Neillsville, WI 54456. 715-819-1064

2018 Property Record | Clark County, WI

Property information is valid as of 07/15/19
When paying delinquent taxes contact the County Treasurer's Office for exact payoff amount.

008.0568.000

Range

1.666.55

3W

OWNER

STEPHEN J ZEIGLE N495 ARBUTUS DR NEILLSVILLE, WI 54456

PROPERTY INFORMATION

CO-OWNER(S)

GRISELDA ZEIGLE

PROPERTY DESCRIPTION

Legal description not valid for conveyances

LOT 1 CSM 1151 REC 675/912 BG PT OF GOVT LOT 2 LYG ESTLY

OF ARBUTUS DR SEC 36 TWP 23 N R 3 W

Property Address:

N468 ARBUTUS DR NEILLSVILLE 54456

762

Municipality:

TOWN OF DEWHURST

0

Lot:

Block:

Plat Name

Parcel ID:

School Districts:

NEILLSVILLE SD 3899

DEED INFORMATION

 Volume
 Page
 Document #

 0
 0

867

TAX INFORMATION

Net Tax Before Credits:

Section

36

Lottery Credit: .00

Town

23N

First Dollar Credit: 50.79

Net Tax After: 1,615.76

LAND	VALL	JATION
LAIND	VALU	

Assessed values not finalized until after Board of Review.

Code Acres		Land Value	<u>Improvements</u>	Total
		0	0	0
		0	0	0
GL6	6.81	32,300	0	32,300
		0	0	0
GL1	1.00	19,200	44,200	63,400
_		0	0	0
_	7.81	51,500	44,200	95,700
Total Acre	<u>s:</u>			7.81
Assessme	nt Ratio:			.9911
Mill Rate:	,	02160771		
Fair Marke	t Value:			96,600

	Amt. Due	Amt. Paid	Balance
Net Tax:	1,615.76	1,615.76	.00
Special Assessment:	.00	.00	.00
Special Charges:	.00	.00	.00
Delinquent Charges:	.00	.00	.00
Woodland Tax:	.00	.00	.00
Private Forest Crop:	.00	.00	.00
Managed Forest Crop:	.00	.00	.00
Tax Interest:	.00	.00	.00
Tax Penalty:	.00	.00	.00
Other Charges Due:	.00	.00	.00
Total:	1,615.76	1,615.76	.00

INSTALLMENT

Period	End Date	Amount	
1	1/31/2019	807.88	
2	7/31/2019	807.88	

PAYMENT HISTORY (POSTED PAYMENTS)

<u>Date</u>	Receipt #	Type	<u>Amount</u>	Interest	Penalty	Total
12/11/2018	0000011	R	1,615.76			1,615.76

Addenda to Terms & Conditions Relating to Online Auction at N468 Arbutus Dr Neillsville WI.

Ending June 25th 2020 6:00pm

To Register: Online Bidders will register and bid online and purchase property(s) as follows:

<u>Online Bidders</u>: A 10% Buyer's Premium will be added to final bid on each property to determine total contract price. Online Bidders will be required to sign Terms & Conditions, Seller's Addendum, auction terms and conditions with offer to purchase within 24 hrs of the auction ending.

<u>Terms of Purchase</u>: 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 Buyer's Expense. Buyer will be required to pay a \$2500 nonrefundable down payment along with a signed non-contingent offer to purchase per auction parcel, Seller's Addendum and all auction term documents. Closing to take place on or before July 27th 2020 at seller's choice of title companies.

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 an Offer to Purchase Contract. All property sold will be sold "AI-IS WHERE IS"-WITH ALL FAULTS with no contingencies. Bidders responsible for verifying all measurements, taxes, special assessments, property condition, environmental issues, and all other facts or statements regarding real property. 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.

<u>Property will be offered as follows</u>: Property well be offered in the following as one price and a 10% Buyer's Fee will be added to high bid to determine total contract price. \$5,000 on Cabin and \$2500 on Vacant Lots \$10,000 for all parcels nonrefundable down payment per Auction Parcel. High Bid Subject to Seller confirmation within 48 hrs of midnight the day the auction closes. Property is sold as is with no warranties. Closing to be on or before July 25th 2020. Seller will entertain offers prior to auction ending under all auction terms.

Lot #1: 2.5+/- Acre Lot; Lot #2: Cabin on 3+/- Acres; Lot #3 2.31+/- Acre Lot

<u>Buyer's Premium</u>: A 10% Buyer's Premium for live bidders will be added to all property high bids to equal total contract price. See Example: High Bid Price \$100,000 plus 10% Buyer's Premium (Live Bidder) equals total contract price (\$100,000 + \$10,000=\$110,000).

<u>Broker Participation</u>: Auction Company to pay 3% 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 June 24th 2020. Brokers purchasing for themselves or entity in which they are an owner/member will not receive the Broker Participation Fee. No Exceptions.

<u>All announcements</u>: 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 June 27th 2020.

This addenda is dated:		
Bidders Signature(s)		
	Name Printed	
	Name Printed	

HAMELE AUCTION SERVICE LLC

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 N468 Arbutus Dr Neillsville 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 Midwest Lifestyle Properties ("Auctioneer") has been appointed by

Stephen J Zeigle and Griselda Zeigle ("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 \$5000 on cabin and 3 acres, \$2500 on vacant lots and \$10,000 for all 3 lots. 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 approved by auction company. note that all cashier's or certified checks should be made payable to yourself.

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 on or before July 27th 2020 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 by 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 Country Midwest Lifestyle Properties 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 Country Midwest Lifestyle Properties 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 if 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_% 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 much 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, contaminates 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:

Bidder Number:

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