

# Marquette County Rural 5 Unit Multi-Family Online Only Auction

Online Only Auction July 13th 6:00PM

W8652 Duck Creek Lane  
Westfield, WI 53964



5 Units 5.24 Acres



**HAMELE  
AUCTION  
SERVICES**



**United  
Country  
Real Estate**

**Midwest Lifestyle  
Properties**



[hameleauctions.com](http://hameleauctions.com)  
608.697.3349





Terms: 10% Buyer's Fee added to high bid to determine total contract price. Buyer to sign Terms and Conditions prior to being approved as a bidder for this auction. Buyer to sign Offer to Purchase w/no contingencies and a \$20,000 nonrefundable down payment to be paid to within 24hrs after approval of high bid, buyer to close on property on or before August 13th 2023. Property is being sold as is. High bid is subject to Seller's confirmation of bid within 48hrs of midnight of auction ending. Price of \$1 is a non-contractual price it is for MLS listing requirements of having price in listing.

Open house dates June 24th 11-1 and June 28th 4-6 are the times that bidders can get inside.



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Auctions**



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Properties



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# Marquette County Rural 5 Unit Multi-Family

## Online Only Auction July 13th 6:00PM

W8652 Duck Creek Lane, Westfield, WI 53964



Amongst the mists of the Town of Springfield (Westfield) Marquette County WI lies a 5-plus acre lot that has 3 buildings resting on it that consists of 5 multi-family units: the wood sided 2 story home has been converted into 4 units that consist of (2) 2 Bedroom and (2) 1 Bedroom apartments. The heating is electric and outdoor wood burner, joint well, septic and an indoor inground pool that needs some work. The 2 story 4 unit consists of (2) 3 Bedroom, (1) 1 Bedroom and (1) Efficiency apartment. Has own well and septic. Electric heat in 3 units and LP heat in the one 3 Bedroom. The last building is a 40x60 where you can store all your items for maintenance of the property and still get income from the 2 units above the shop area. These units are both 2 Bedroom, electric heat, septic and joint well. Bid your price on your next real estate investment.

Marquette County Rural 5 Unit Multifamily Online Only Auction ending with a soft close 7-13-23 at 6pm

Open house dates: June 24th 11-1 and June 28th 4-6 are the times that bidders can get inside.

Terms: 10% Buyer's Fee added to high bid to determine total contract price. Buyer to sign Terms and Conditions prior to being approved as a bidder for this auction. Buyer to sign Offer to Purchase w/no contingencies and a \$20,000 nonrefundable down payment to be paid to within 24hrs after approval of high bid, buyer to close on property on or before August 13th 2023. Property is being sold as is. High bid is subject to Seller's confirmation of bid within 48hrs of midnight of auction ending. Contact Travis Hamele for More info 608-697-3349 or [travis@hameleauctions.com](mailto:travis@hameleauctions.com) (Registered Wisconsin Auctioneer 2224-052)

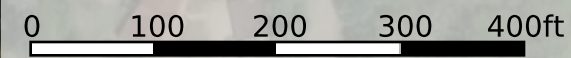
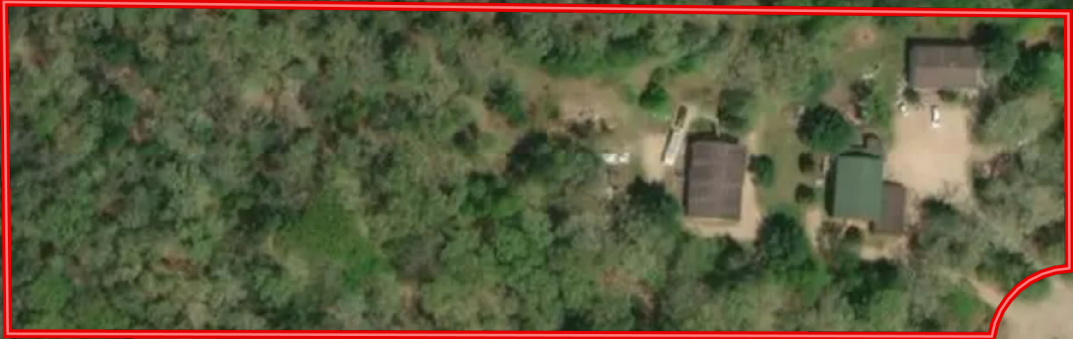
United Country Midwest Lifestyle Properties & Hamele Auctions 1325 W Wisconsin St., Portage, WI 53901. Realtor and auctioneer: Travis Hamele (Registered Wisconsin Auctioneer 2224-052) 608-697-3349. Thinking of selling Real Estate or having an auction Call us for a free auction evaluation. We can help you with all of your real estate or auction needs! Visit us at [www.hameleauctions.com](http://www.hameleauctions.com).












 Boundary



SWAN ESTATE, WILLIAM L

**BILL NUMBER: 1367**

303517 275539 ACRES: 5.243  
SEC 30, T 17 N, R 08 E, NW¼ of SE¼  
PLAT: 1044-1044 CSM  
BLOCK/CONDO: LOT 60  
LOT 60 CSM 1044 BEING PART NW-SE & 1/29 INT  
OUTLOT 1 5.243A

**Parcel #:** 026-01283-0000  
**Alt. Parcel #:** 2630170842080

PA-080/Z (K. 8-15)**REAL ESTATE PROPERTY TAX BILL FOR 2022**

Bill #: 1367  
Parcel #: 026-01283-0000  
Alt. Parcel #: 2630170842080

**OR PAY INSTALLMENTS OF:**

ATTN WILLIAM L SWAN II  
WILLIAM L SWAN ESTATE  
W8664 DUCK CREEK LN  
WESTFIELD WI 53964

**FOR TREASURERS USE ONLY**

PAYMENT \_\_\_\_\_

BALANCE \_\_\_\_\_

DATE \_\_\_\_\_



**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 W8620 Duck Creek Ln Town of Springfield Marquette County WI. 026-01283-000

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:

**Hamele Auction Service LLC** ("Auctioneer") has been appointed by William L Swan Estate ("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 \$ 20,000 . 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 approved by auction company. Wire transfer is subject to a \$25.00 fee.



**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.

**REAL ESTATE CLOSING:**

Buyers must close all sale of real property on or before August 13<sup>th</sup> 2023. **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 Midwest Lifestyle Properties and/or Hamele Auction Service LLC 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% 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 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

Bidder Number:



**Addenda to Terms & Conditions Relating to Online Only**  
**Auction W8652 Duck Creek Ln Town of Springfield Marquette**  
**County Ending with soft close July 13<sup>th</sup> 2023 6pm**

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

**Bidders:** Bidder will be required to sign This Addenda to Terms & Conditions, Auction Terms and Conditions once bidder has registered on the online auction. Once the Addenda to Terms & Conditions and Terms and Conditions are signed by the bidder the bidder will be approved to bid on auction. These requirements must be met to be approved to bid on subject property.

**Terms of Purchase:** 10% Buyers fee added to high bid price to determine total contract price. Property is being offered and/or sold in AS-IS condition, free and clear of all liens or judgments. Seller only warrants insured title & Personal Reps Deed. Seller will allow buyer to purchase GAP insurance endorsement at Buyer's Expense. Buyer will be required to pay a \$20,000 nonrefundable down payment along with a signed non-contingent Offer to Purchase and this document and the Terms and Conditions of Auction will be made part of the Offer to Purchase Closing to take place on or before August 13<sup>th</sup> 2023. Seller will allow buyer(s) to purchase the property with 1031 Exchange funds at no cost to seller. \$20,000 nonrefundable down payment will be credit on the closing statement to be signed by buyer(s) and seller(s). High Bid Subject to Seller confirmation within 48 hrs of midnight the day of the auction. Closings to take place 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 all independent inspections of the properties prior to bidding and executing an Offer to Purchase Contract. All property sold will be sold "AS-IS WHERE IS"-WITH ALL FAULTS with no contingencies. Bidder is responsible for verifying all measurements, taxes, special assessments, property condition, environmental issues, and all other facts or statements regarding real property. Bidder has the opportunity for inspections bidder sees fit prior to auction at own bidder's time and expense, the results and/or reports of the inspection are for the bidder's information only and shall not be shared with any other parties. Buyer Waives Right to receive a Real Estate Condition Report and/or Vacant Land Disclosure. 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 ENVIRONMENTAL LAW.

**Property will be offered as follows:** Property will be offered in the following in an online only auction with a soft close. 10% Buyers fee added to high bid price to determine total contract price. High Bid Subject to Seller confirmation within 48 hrs of midnight the day of the auction. \$20,000 nonrefundable down payment due within 24hrs of delivery of Sellers approval of High Bid. Property is sold as is with no warranties. Closing to be on or before August 13<sup>th</sup> 2023.



**Broker Participation:** Auction Company to pay 2% 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 24hrs prior to auction. Fax 608-742-5004 or email [travis@hameleauctions.com](mailto:travis@hameleauctions.com) Brokers purchasing for themselves or entity in which they are an owner/member will not receive the Broker Participation Fee. No Exceptions. Only one buyer registered per agent.

**Personal Property:** All personal property, rubbish, old cars and other personal property that are not tenants property will be the property of the new buyer upon closing.

Rents and Security Deposits: all security deposits if held by seller will be transferred to buyer at closing. All rents will be prorated and all rents not collected at time of closing will be the responsibility of the new owner to collect.

**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 July 13<sup>th</sup> 2023.

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

Bidders Signature(s)

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

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



<u>Wood Sided 4 Unit</u>	<u>Bedrooms</u>	<u>Rent</u>
Lower Unit	2	\$ 675.00
Lower Unit	1	vacant
Upper Unit	1	\$ 540.00
Upper Unit	2	\$ 675.00

<u>2 Story 4 Unit Vinyl Sided</u>		
Upper Unit	3	\$ 525.00
Upper Unit	Eff	\$ 600.00
Lower Unit	3	\$ 675.00
Lower Unit	1	\$ 580.00

<u>2 Unit with Garage Space</u>		
Upper Unit	2	\$ 525.00
Upper Unit	2	\$ 500.00

\$ 5,295.00





Travis Hamele  
608.697.3349





