3 Bedroom Home Columbia County Online Only Auction

Online Only Auction April 4th 6:00PM

212 W Oneida Street Portage, WI 53901

- 1

3 Bedroom, 2 Bathroom Home on .17 Acres

H A M E L E AUCTION SERVICES



hameleauctions.com 608.697.3349



Midwest Lifestyle Properties





Online Only Auction ending April 4th 2024 at 6:00pm soft close. Terms: 10% Buyer's Fee added to high bid to determine total contract price, Buyer to sign Offer to Purchase w/no contingencies & all auction documents, a \$5000 nonrefundable down payment to be paid to within 24hrs after receiving accepted offer from seller, buyer to close on property on or before May 8th 2024. High bid is subject to seller confirmation within 48hrs of auction ending. Open House All sellers personal items that are not removed by closing are included in the purchase. The home will not be cleared out of all items prior to closing.

Preview Day March 27th 4-6pm March 30th 11-1pm.





Midwest Lifestyle Properties



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Midwest Lifestyle Properties



Auctions

	212 W Oneida Street Cit Portage WI 53901 Co Su Su Bedrooms: 3 Full Baths: 2	wunty: Columbia bdivision: pove Grade SqFt: 1,423 rt/All Below Grd SqFt: 0					
	Half Baths: 0 Est To Year Built: 1880 Assessor Full G Est. Acres: 0.17 Assessor <u>Open House Info</u>	Click M for Map:					
From McFarland St take Oneida st west property on leftLiving/Great:M11x13PrimaryBdrm:M9x12Formal Dining:M8x142nd Bedroom:U13x11Dining Area:3rd Bedroom:U13x11Kitchen:M11x134th Bedroom:Family Room:5th Bedroom:	Laundry: M 12x13 Upper Main: Lower	1 0 (M)Wayne Bartels					
Lake/River: Feet WaterFront:	Net Taxes: \$ 1,820 / 2023 Parcel #: 11271-1377	HOA Dues/Yr: Builder:					
Type 1 1/2 story Architecture National Folk/Farm Primary Bed Bath None Kitchen Features Range/Oven, Refrigerator Basement Full, Walkout to yard, Other foundation Garage 1 car, Detached Exterior Brick Lot Description Sidewalk Interior Features Washer, Dryer, Cable available Included: Fridge, Washer, Dryer, Stove Excluded:	Zoning: res Fuel Natural ga Heating/Cooling Forced air Water/Waste Municipal Driveway None Terms/Misc. AUCTION	water, Municipal sewer					
Online Only Auction ending April 4th 202 at 6:00pm soft close. Terms: 10% Buyer's Fee added to high bid to determine total contract price, Buyer to sign Offer to Purchase w/no contingencies & all auction documents, a \$5000 nonrefundable down payment to be paid to within 24hrs after receiving accepted offer from seller, buyer to close on property on or before May 8th 2024. High bid is subject to seller confirmation within 48hrs of auction ending. Open House Preview Day March 27th 4-6pm March 30th 11-1pm. List price is the starting bid of the auction not a contractual price 3 Bedroom 2 bath brick home with 14x24 Cleary building for storage.							
	Concessions: Closing Date:						
This information provided courtesy of							
United Country M Pref: travis@ha	ied by buyer if material. Equal Housing Opportunit avis Hamele idwest Lifestyle Properties 608-697-3349 ameleauctions.com neleauctions.com	CUnited COUNTRY Real Estate Midwest Lifestyle Properties					



Don't miss out on this extraordinary opportunity to own a piece of history in Portage, WI. We are excited to present to you a charming 3-bedroom, 2-bathroom 1.5 story brick home built in the year of 1880. Nestled in the heart of Portage, this property boasts not only character but also potential for a variety of investment opportunities.

Featuring a spacious 14x24 Cleary Garage which offers ample storage space for your mower, boat, ATV or whatever you need the space for. Whether you're looking to embark on a restoration project to revive its original beauty, flip it for profit, or add it to your rental portfolio for a steady return on investment, the possibilities are endless.

Conveniently located near the Amtrak and Greyhound Bus Station, as well as the Railroad Depot, transportation access is a breeze, making it an ideal location for railroad employees, commuters and travelers alike.

This incredible property is now available for online-only auction, with bidding closing on April 4th, 2024, at 6:00 PM Central Time. Don't let this rare opportunity slip away!

Additional info: Newer windows in the basement, newer forced air natural gas furnace. Cleary Building built in 2020. Upstairs Bath is currently not in working order, some knob and tube wiring in home but upgraded 100amp Panel. All sellers personal items that are not removed by closing are included in the purchase. The home will not be cleared out of all items prior to closing.

Online Only Auction ending April 4th 2024 at 6:00pm soft close. **Terms**: 10% Buyer's Fee added to high bid to determine total contract price, Buyer to sign Offer to Purchase w/no contingencies & all auction documents, a \$5000 nonrefundable down payment to be paid to within 24hrs after receiving accepted offer from seller, buyer to close on property on or before May 8th 2024. High bid is subject to seller confirmation within 48hrs of auction ending. Open House Preview Day March 27th 4-6pm March 30th 11-1pm. All sellers personal items that are not removed by closing are included in the purchase. **The home will not be cleared out of all items prior to closing**. Contact Auctioneer and Land Pro Travis Hamele for more info or to set up a viewing 608-697-3349 or travis@hameleauctions.com

United Country Midwest Lifestyle Properties & Hamele Auctions 1325 W Wisconsin St., Portage, WI 53901. Realtor and auctioneer: Travis Hamele 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.



Midwest Lifestyle Properties





Midwest Lifestyle Auctions



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 212 W Oneida St Portage WI. Columbia County

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 <u>Estate of Margaret Hilgendorf</u> ("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 \$<u>5,000</u>. 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 May 8th 2024. **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 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 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 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 $\underline{0}$ % 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:

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 Bidder Number:

Addenda to Terms & Conditions Relating to Online Only Auction 212 W Oneida St Portage WI 53901 April 4th 2024 6pm Soft Close

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

<u>**Bidders:**</u> 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. High Bid is subject so sellers' confirmation within 48hrs of auction ending. 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 \$5,000 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 May 8th 2024. Seller will allow buyer(s) to purchase the property with 1031 Exchange funds at no cost to seller. \$5,000 nonrefundable down payment will be credit on the closing statement to be signed by buyer(s) and seller(s). Closings to take place at Title Company of Sellers choice.

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 "AI-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 ENVIROMENTAL LAW.

Property will be offered as follows: Property well 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 is subject so sellers' confirmation within 48hrs of auction ending. \$5,000 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 May 8th 2024.

Broker Participation: Auction Company to pay 2% of high bid to the agent that procures a buyer to a successful closing. Broker must sign and return Broker Participation Form to Auction Company no later than noon April 3rd 2024. Fax 608-742-5004 or email <u>travis@hameleauctions.com</u> 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 April 4th 2024.

This addenda is dated: ______

Bidders Signature(s)

Name Printed______

_____Name Printed______

CITY TREASURER CITY OF PORTAGE 115 W PLEASANT STREET PORTAGE, WI 53901

1118048/11271 1377 MARGARET HILGENDORF 212 ONEIDA ST PORTAGE WI 53901

COLUMBIA COUNTY - STATE OF WISCONSIN PROPERTY TAX BILL FOR 2023 REAL ESTATE

Hilgendorf, Margaret

Parcel Number: 11271 1377 Bill Number: 1118048

Important: Be sure this description covers your property. Note that this description is for tax bill only and may not be a full legal description. See reverse side for important information.

Location of Property/Legal Description 212 W Oneida St Sec. 6, T12N, R9E

Lot 3, Blk 9, Dunn Haskill & Tenney's Add 0.172 ACRES

ASSESSED VALUE LAND 12,400	ASSESSED VALUE IMPROVEMENTS 105,400	total assessed value 117,800	AVERAGE AS RATIO 0.9541994	31 0.01	et assessed alue rate 1787964	NET PROPERTY TAX 1820.96
					NOT reflect credits)	
ESTIMATED FAIR MARKET VALUE LAND	ESTIMATED FAIR MARKET VALUE IMPROVEMENTS	TOTAL ESTIMATED FAIR MARKET VALUE	A star i box me	in unis	taxes also reduced ool levy tax credit	
13,000	110,500	123,500	unpaid year ta		63.81	
TAXING JURISDICTION	2022 EST. STATE AIDS ALLOCATED TAX DIST.	2023 EST. STATE AIDS ALLOCATED TAX DIST.	2022 NET TAX	2023 NET TAX	% TAX CHANGE	
Outombie County	481,249	547,792	409.85	426.43	4.0%	
Columbia County City of Portage	2,415,463	2,831,935	845.53	933.56	10.4%	
Portage Community School	8,375,916	7,917,140	610.53	664.56	8.8%	
MATC	610,277	587,799	77.39	81.67	5.5%	
TOTAL	11,882,905	11,884,666	1,943.30	2,106.22	8.4%	TOTAL DUE: \$1,820.96 For full payment pay by: JANUARY 31, 2024
IRST DOLLAR CREDIT OTTERY AND GAMING NET PROPERTY TAX	CREDIT		-58.44 -191.82 1,693.04	-60.41 -224.85 1,820.96	3.4% 17.2% 7.6%	Warning: If not paid by due dates, Installment option is lost and total tax is delinquent subject to interest and, if applicable, penatty. Fallure to pay on time. See reverse.
		RMATION PURPOSES ONLY ditional Taxes Year Increase	• Voter Approved T	emporary Tax I	ncreases Total Additional	Total Additional Taxes Year Increase
Taxing Jurisdiction	Taxes Applie	a to Property Ends	Taxing Jurisdicti	on	Taxes	Applied to Property Ends
						
PAY 1ST INSTALLMENT OF	: \$798.06	PAY 2ND INSTALLMENT	STALLMENT OF: \$1,022.90 PAY FUL			AMOUNT OF: \$1,820.96
BY JANUARY 31, 2024		BY JULY 31, 2024			BY JANUARY 31, 2024	
AMOUNT ENCLOSED		AMOUNT ENCLOSED			AMOUNT ENCLOSED	
MAKE CHECK PAYABLE AND MAIL TO: CITY TREASURER		MAKE CHECK PAYABLE AND MAIL TO:			MAKE CHECK PAYABLE AND MAIL TO:	
CITY OF PORTAGE 115 W PLEASANT STREET PORTAGE, WI 53901		STACY L OPALEWSKI PO BOX 198 PORTAGE, WI 53901				CASANT STREET
PIN# 11271 1377 HILGENDORF, MARGARET BILL NUMBER: 1118048		PIN# 11271 1377 HILGENDORF, MARGARET BILL NUMBER: 1118048		PIN# 11271 1377 HILGENDORF, MARGARET BILL NUMBER: 1118048		
					1	

	Property Info	rmation		PRO LOREM COMPREHENSIVE ASSESSMENT SOFTWARE
Parcel Number:	Physical Address:		Municipality:	
11271 1377	212 W ONEIDA ST		Portage, City of	of
	, 53901			
Owner Name:	Legal Description:		Land Use:	Date of Inspection:
	Lot 3, Blk 9, Dunn Haskill 8	Toppovie	Residential	Date of inspection.
Margaret Hilgendorf	Add	renneys	Residential	
212 Oneida St				
PORTAGE, WI 53901				
Neighborhood: Portage - 02-N of Cook	& E of Dewitt			
Property Photograph:		Property S	ketch:	
Parcel Sketch and Site Map obtained from the County GIS				
Building Description: 11271 1377- 1				

4, 9:10 AM		R	ealEstate · Custom Portal		
Year Built: 1880		1	Exterior Wall: 07-Brick		
Building Type/Style: 10)-Farmhouse		Bedrooms: 3		
Story Height: 1.5			Full Baths: 1		
Grade: C-			Half Baths: 0		
CDU/Overall Condition	: Fair		Room Count: 3		
Interior Condition: San	ne		Basement Description: Full Basemer	nt	
Kitchen Condition: Fai	r		Heating: Basic Heating		
Bath Condition: Fair			Type of Fuel: Gas		
			Type of System: Warm Air		
Square Footage / Attacl	nments:				
Finished Basement Liv	ring Area: 0		Total Living Area:		
First Story: 952			1,423		
Attachment Descriptio	n(s):		Area:		
Feature Description(s)			Area:		
Detached Improvement	: 11271 1377-11271 1377-11271-13	377-1			
Detached Improvement Type: RG3-Detached Pole Garage Detached Improvement			Detached Improvement Class: A-Re	sidential	
Year Built: 2020			Detached Improvement Condition: Good		
Height: Square Feet: 336					
Permit / Construction H	istory:				
Date of Permit:	Permit Number:		Permit Amount: Deta	ils of Permit:	
7/12/2007	102-07		\$100		
7/9/2020	20-180		\$11,470		
8/27/2009	134-09		\$1 deck	footing	
Ownership / Sales Histo	ory:				
	Purchase Amount	Selo V	alidity: <u>Conveyance Type:</u>	Sale Type:	
Date of Sale: Sa	le Document: <u>Amount:</u>	Sale V	andry. <u>Conveyance Type.</u>		
Land Data - Land Item:					
Land Class: A-Residential			Land Sub-Class: A-Residential Primary Site		
Pricing / Unit of Measure: Square Footage			Acreage: 0.172		
Square Footage: 7,492			Frontage:		
Depth:			Width:		
Land Value: \$12,400					
Total Improvement Valu	ie:			\$105,400	
Total Land Value:				\$12,400	
Total Assessed Value:				\$117,800	

OFFER ADDENDUM S - LEAD BASED PAINT DISCLOSURES AND ACKNOWLEDGMENTS

Page 1 of 3

LEAD WARNING STATEMENT: Every purchaser of any interest in residential real property on which a 1 residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from 2 lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in 3 young children may produce permanent neurological damage, including learning disabilities, reduced 4 intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular 5 risk to pregnant women. The seller of any interest in residential real property is required to provide the 6 buyer with any information on lead-based paint hazards from risk assessments or inspections in the 7 seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or 8 inspection for possible lead-based paint hazards is recommended prior to purchase. 9

10 Disclosures and Acknowledgments made with respect to the Property at 212 poneida St Portage WI

, Wisconsin.

SELLER DISCLOSURE AND CERTIFICATION.
 SELLER DISCLOSURES: (a) Seller hereby represents that Seller has no knowledge of any lead-based paint or lead-based paint hazards (collectively referred to as LBP) present in or on the Property except:

16 (Explain the information known to Seller, including any additional information available about the basis for the determination 17 that LBP exists in or on the Property, the location of any LBP, and the condition of painted surfaces, or indicate "none.")

(b) Seller hereby confirms that Seller has provided the Buyer with the following records and reports which comprise all
 of the reports and records available to Seller pertaining to lead-based paint or lead-based paint hazards (LBP) in or on the Property:

20

11

(Identify the LBP record(s) and report(s) (e.g. LBP abatements,
 inspections, reductions, risk assessments, etc., as defined at lines 89 - 107) provided to Buyer, or indicate "none available.")
 (2) SELLER CERTIFICATION: The undersigned Seller has reviewed the information above and certifies, to the best of their
 knowledge, that the information provided by them is true and accurate.

	(X) <u>Thore</u> <u>Just Markenhun</u> <u>3/4/2024</u> (<u>ALL</u> Sellers' signatures) Print Names Here THO MIS J HILGE NOORF Kay A BlankenheidPate) Seller Obligations under the Federal Lead-Based Paint Disclosure Rules
25	(X) March Millenhum STT 12027
26	(ALL Sellers' signatures) Print Names Here THOMAS J HILGEN DORF Kay A Blankenhein ate)
27	Seller Obligations under the Federal Lead-Based Paint Disclosure Rules
28	(Based upon 40 CFR Chapter 1, Part 745, Subpart F, §§745,103, 745,107, 745,110, 745,113 & 745,115, and 24 CFR subme A,
29	Part 35 Subpart H 8835 86 35 88 35 90 35 92 & 35 94 which all are collectively referred to in this Addendum as Federal LBP Law.)
30	DISCLOSURE REQUIREMENTS FOR SELLERS. (a) The following activities shall be completed before the Buyer is obligated
31	DISCLOSURE REQUIREMENTS FOR SELLERS. (a) The following activities shall be completed before the Buyer is obligated under any contract to purchase target housing that is not otherwise an exempt transaction pursuant to Federal Law. Nothing in this
32	section implies a positive obligation on the Seller to conduct any risk assessment and/or inspection or any reduction activities.
33	(1) Provide LBP Pamphlet to Buyer. The Seller shall provide the Buyer with an EPA-approved lead hazard information
34	pamphlet. Such pamphlets include the EPA document entitled Protect Your Family From Lead In Your Home (EPA
35	#747-K-99-001) or an equivalent pamphlet that has been approved for use in this state by EPA.
36	(2) Disclosure of Known LBP to Buyer. The Seller shall disclose to the Buyer the presence of any known lead-based
37	paint and/or lead-based paint hazards in the target housing being sold. The Seller shall also disclose any additional
38	information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the
39	determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or lead-based
40	paint hazards, and the condition of painted surfaces (chipping, cracked, peeling). (3) <u>Disclosure of Known LBP & LBP Records to Agent.</u> The Seller shall disclose to each agent the presence of any
41	known lead-based paint and/or lead-based paint hazards in the target housing being sold and the existence of any available
42	records or reports pertaining to lead-based paint and/or lead-based paint and/or lead-based paint hazards. The Seller shall also disclose any
43	additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis
44 45	for the determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or
45	lead-based paint hazards, and the condition of the painted surfaces (chipping, cracked, peeling).
47	(4) <u>Provision of Available LBP Records & Reports to Buyer</u> . The Seller shall provide the Buyer with any records or reports
48	available (see line 88) to the Seller pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold.
49	This requirement includes records or reports regarding common areas. This requirement also includes records or reports
50	regarding other residential dwellings in multifamily target housing, provided that such information is part of a risk assessment and/or
51	inspection or a reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.
52	(b) Disclosure Prior to Acceptance of Offer. If any of the disclosure activities identified in lines 30-51 occurs after the Buyer
53	has provided an offer to purchase the housing, the Seller shall complete the required disclosure activities prior to accepting
54	the Buyer's offer and allow the Buyer an opportunity to review the information and possibly amend the offer.
Uni	ted Country Midwest Lifestyle Properties, 1325 W Wisconsin St. Portage WI 53901
	ne: 608-697-3349 Fax: Travis Hamele 212 Oneida St
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<u>CERTIFICATION AND ACKNOWLEDGMENT OF LBP DISCLOSURE.</u> (a) <u>Seller requirements.</u> Each contract to sell target
 housing shall include an attachment or addendum containing the following elements, in the language of the contract (e.g., English,
 Spanish):

(1) Lead Warning Statement. A Lead Warning Statement consisting of the following language:

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified 59 that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead 60 poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, 61 reduced intelligence quotient, behavorial problems, and impaired memory. Lead poisoning also poses a particular risk to 62 pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on 63 lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known 64 lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to 65 purchase. 66

- (2) <u>Disclosure of Known LBP & LBP Information Re: the Property.</u> A statement by the Seller disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being sold or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards. The Seller shall also provide any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces (chipping, cracked, peeling, dust, etc.).
- (3) List of Available LBP Records & Reports Provided to Buver. A list of any records or reports available to the Seller pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the Buyer. If no such records or reports are available, the Seller shall so indicate.
- (4) <u>Buver Acknowledgment of Receipt of Disclosures, Records & Pamphlet.</u> A statement by the Buyer affirming receipt of the information set out in lines 67 - 75 and a lead hazard information pamphlet approved by EPA.

(5) <u>Buyer Acknowledgment of Receipt of Opportunity for LBP Inspection.</u> A statement by the Buyer that he or she has either:
 (i) received the opportunity to conduct the risk assessment or inspection required per lines 123 - 127; or (ii) waived the opportunity.

(6) <u>Agent Certification</u>. When one or more real estate agents are involved in the transaction to sell target housing, a statement from each agent that: (i) The agent has informed the Seller of the Seller's obligations under Federal LBP Law; and (ii) the agent is aware of his or her duty to ensure compliance with Federal LBP Law. Agents ensure compliance by informing Seller of his or her obligations and by making sure that the Seller or the agent personally completes the required activities. Buyer's agents paid solely by Buyer are exempt.

(7) <u>Signatures.</u> The signatures of all Sellers and Buyers, and all agents subject to Federal LBP Law (see lines 80 - 84) certifying to the accuracy of their statements to the best of their knowledge, along with the dates of the signatures.

87 DEFINITIONS:

Available means in the possession of or reasonably obtainable by the Seller at the time of the disclosure.

Abatement means the permanent elimination of lead-based paint and/or lead-based paint hazards by methods such as removing, replacing, encapsulating, containing, sealing or enclosing lead-based paint with special materials, in conformance with any applicable legal requirements.

⁹² <u>Buyer</u> means one or more individuals or entities who enter into a contract to purchase an interest in target housing (referred

93 to in the singular whether one or more).

<u>94</u> <u>Inspection</u> means: (1) a surface-by-surface investigation to determine the presence of lead-based paint, and (2) the provision 95 of a report explaining the results of the investigation.

<u>Bead-based paint</u> means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square contimeter or 0.5 percent by weight.

<u>Based paint hazard</u> means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces

100 that would result in adverse human health effects as established by the appropriate Federal agency.

101 <u>Reduction</u> means designed to reduce or eliminate human exposure to lead-based paint hazards through interim controls, 102 abatement, etc.

Risk assessment means an on-site investigation to determine and report the presence of lead-based paint, and to evaluate and report the extent, nature, severity, and location of lead-based paint hazards in residential dwellings, including: (1) information gathering regarding the age and history of the housing and occupancy by children under 6; (2) visual inspection; (3) limited wipe sampling or other environmental sampling techniques; (4) other activity as may be appropriate; and (5) provision of a report explaining the results of the investigation.

107 provision of a report explaining the results of the investigation. 108 <u>Seller</u> means one or more individuals or entities who transfer, in return for consideration, (1) legal title to target housing, in

109 whole or in part; (2) shares in a cooperatively owned project; or (3) an interest in a leasehold (referred to in the singular

110 whether one or more).

<u>111</u> <u>Target housing</u> means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless 112 any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

113 AGENT(S) ACKNOWLEDGMENT AND CERTIFICATION.

114 (1) ACKNOWLEDGMENT: All agent(s) in this transaction subject to Federal LBP Law (see lines 80 - 84) hereby 114 (1) Control LEDGMENT. An agenta, in this transaction subject to rederal LBP Law (see lines of - o4) hereby
 115 acknowledge that: (1) the Seller was informed of his or her obligations under the Federal LBP Law (see lines 27 - 54 and 55 116 112); and (2) they are aware of their duty to ensure compliance with the requirements of Federal LBP Law.
 117 (2) CERTIFICATION: The undersigned agents have reviewed the information above and certify, to the best of their
 118 knowledge, that the information provided by them is true and accurate.

- 03/04/2024 119 (X) (Agent's signature) A Privil Agent & Firm Names Here Travis Hamele UC Midwest Lifestyle Properties (Date) 120
- 121
 - (Agent's signature) A Print Agent & Firm Names Here >

(Date) A

123 BUYER'S OPPORTUNITY TO CONDUCT AN EVALUATION (LBP Inspection Contingency). (a) Before a Buyer is 124 obligated under any contract to purchase target housing, the Seller shall permit the Buyer a 10-day period (unless the parties 125 mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of 126 lead-based paint and/or lead-based paint hazards. (b) Not withstanding lines 123 - 126, a Buyer may waive the opportunity 127 to conduct the risk assessment or inspection by so indicating in writing.

128 BUYER INSPECTION CONTINGENCY, ACKNOWLEDGMENT AND CERTIFICATION.

129 (1) LEAD-BASED PAINT INSPECTION CONTINGENCY: [Buyer to check one box at lines 131, 147 or 148. If no box is

130 checked, Buyer is deemed to have elected a 10-day contingency per lines 131 - 146.] 131 LEAD-BASED PAINT INSPECTION CONTINGENCY: This Offer is contingent upon a federal or state certified lead 132 inspector or lead risk assessor conducting an inspection or risk assessment of the Property, at Buyer's cost, which discloses 133 no lead-based paint and/or lead-based paint hazards (see lines 96 - 100) (collectively referred to as LBP). This contingency 134 shall be deemed satisfied, and Buyer will have elected to take the Property "as is" with respect to LBP, unless Buyer, within days of acceptance, delivers to Seller a copy of the inspector's or risk assessor's written report and a written notice 136 listing the LBP identified in the report to which the Buyer objects. Buyer agrees to concurrently deliver a copy of the report 137 and notice to the listing broker, if any. A proposed amendment will not satisfy this notice requirement. 138 <u>RIGHT TO CURE:</u> Seller (shall)(shall not) <u>STRIKE ONE</u> have a right to cure [if neither struck, Seller shall have the right to 135

139 cure]. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering, within 10 days of receipt of Buyer's 140 notice, written notice of Seller's election to abate the LBP identified by the Buyer; and (2) providing Buyer, no later than 3 days 141 prior to closing, with certification from a certified lead supervisor or project designer, or other certified lead contractor that 142 the identified LBP has been abated. This Offer shall be null and void if Buyer makes timely delivery of the above notice and 143 report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: a) Seller delivers notice that Seller will 144 not cure or b) Seller does not timely deliver the notice of election to cure. "Abate" shall mean to permanently eliminate the 145 identified LBP by methods such as removing, replacing, encapsulating, containing, sealing or enclosing the identified LBP, 146 in conformance with the requirements of all applicable law.

147 D Buyer elects the LBP contingency Buyer has attached to this Addendum S.

148 Buyer waives the opportunity for a LBP inspection or assessment.

149 (2) EPA LEAD HAZARD INFORMATION PAMPHLET: If Buyer has provided electronic consent, a copy of the LBP pamphlet, Protect Your 150 Family from Lead in Your Home, may be found at https://www.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure.

151 Note: More information about electronic consent can be found at https://www.wra.org/ecommerce/.

152 (3) BUYER ACKNOWLEDGMENT: Buyer hereby acknowledges and certifies that Buyer has: (a) received the Seller's 153 above-listed disclosures, reports and records concerning any known LBP in or on the Property (see lines 12 - 22); (b) received 154 a lead hazard information pamphlet approved by the EPA; and (c) received the opportunity to conduct a LBP risk assessment 155 or inspection of the Property or has waived the opportunity (see lines 131 - 148 above).

156 (4) BUYER CERTIFICATION: The undersigned Buyer has reviewed the information above and certifies, to the best of their 157 knowledge, that the information provided by them is true and accurate.

158 159	(X)	(Buyers' signatures)	Print Names Here	(Date) 🛦
160 161	(X)	(Buyers' signatures) ▲	Print Names Here	(Date) 🛦

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