



# LYON COUNTY, MN COUNTRY HOME AUCTION

Opens: Tuesday, November 7 | 8AM

**Closes: Tuesday, November 14 | 1PM<sup>CST</sup> 2023**

**TIMED  
ONLINE**

📍 From Balaton, MN, 1.7 miles south on 210th Ave. Property is on the east side of the road. 1034 Co Rd 5 Balaton, MN 56115.

🕒 Inspection Date: Tuesday, October 31 from 9:00AM-1:00PM & Tuesday, November 7 from 1:00PM-5:00PM

**Auctioneer's Note:** Steffes Group is honored to present 10.49± acres including a well-maintained home in Lyon County, MN. This remarkable home is often referred to as a "shouse". The home provides comfortable living quarters combined with spacious storage or workspace, making it an ideal setup for modern country living. Don't miss the opportunity to make your dreams of country living a reality with this country home.

**10± Acres**



Visit [SteffesGroup.com](https://SteffesGroup.com) for Personal Property Auction closing November 14 at 7PM



Contact Eric Gabrielson at Steffes Group 320.693.9371 or 701.238.2570, or visit [SteffesGroup.com](https://SteffesGroup.com)

**Steffes Group, Inc. | 23579 MN Hwy 22 South, Litchfield, MN 55355 | 320.693.9371 | [SteffesGroup.com](https://SteffesGroup.com)**

TERMS: Ten percent down upon signing purchase agreement, payable by cash or check. Balance due at closing on January 4, 2024.  
Scott Steffes, MN14-51 | Ashley Huhn, MN47-002 | Eric Gabrielson MN47-006 | Randy Kath, MN47-007

The Terms and Conditions of Sale are set forth upon this page in this Buyer's Prospectus and the Earnest Money Receipt and Purchase Agreement (the "Purchase Agreement"). The information set forth is believed to be accurate. However, the owner of the properties and Steffes Group make no warranties or guaranties expressed or implied. Information contained in this document was collected from sources deemed to be reliable and is true and correct to the best of the writer's knowledge. Auctioneers and owners will not be held responsible for advertising discrepancies or inaccuracies.

## ALL ANNOUNCEMENTS ON AUCTION DAY TAKE PRECEDENCE OVER PREVIOUSLY ADVERTISED INFORMATION.

Prospective buyers are advised to consult with an attorney of their choice with respect to the purchase of any real property including but not limited to, seeking legal advice from their own attorney regarding disclosures and disclaimers set forth below.



### SPECIFIC TERMS FOR ONLINE ONLY AUCTION

Steffes Group along with their employees are seller's agents and are licensed in the state where the property is located. We strongly recommend buyers secure buyer representation, at their expense, in all real estate transactions.

Bid placed within the last 4 minutes of the auction will extend the auction an additional 4 minutes. Bid extensions continue and auction does not end until there are no bids for 4 minutes.

The sale of this property IS NOT contingent on the bidder securing financing.

**The auction begins on Tuesday, November 7 and will end at 1PM on Tuesday, November 14.** All bidders must register with SteffesGroup.com as an online bidder to participate in the auction.

All bidders must register their name, address and telephone number in order for your bidding number to be approved.

The successful bidder will be required to sign an Earnest Money Receipt and Purchase Agreement at the close of the real estate auction. A total deposit of 10% of the contract sale price will be required. Those funds will be placed in a Real Estate Trust Account as good faith money until closing.

Purchasers who are unable to close because of insufficient funds will be in default and the deposit money will be forfeited.

The contract signing will take place at Steffes Group, 23579 MN Hwy 22 S, Litchfield, MN 55355

If the winning bidder is unable to come to the Steffes office for signing of the contract, arrangements will be made to DocuSign, email or fax a copy of the contract for signature. The buyer would fax the signed copy back to 320-693-9373 or send a scanned copy by email.

### CLOSING & BALANCE

Balance of the purchase price must be **paid in full at closing on or before Thursday, January 4, 2024.**

Closing will take place at a professional closing company agreeable to both buyer and seller.

- Seller will provide an ALTA title insurance commitment for an owner's policy of title insurance in the amount of the purchase price. Property

will be conveyed by a **Personal Representative Deed.**

- **2023 Taxes: Seller Pays 2023**
- Closing Agent Fee will be shared equally between Buyer and Seller.
- The auction sale is for registered bidders and their guests. All bidding is open to the public and the property is offered for sale to qualified purchasers without regard to sex, race, color, religion, natural origin or handicap.
- Please note the bidding will not close and property will not be sold until everyone has had the opportunity to make his or her highest and best bid.
- **THE PROPERTY WILL BE SOLD AS IS WITH NO WARRANTIES EXPRESSED OR IMPLIED.**
- **THE PROPERTY WILL BE SOLD UPON SELLER CONFIRMATION.**

### PROPERTY SOLD WITHOUT WARRANTY

All dimensions and descriptions are approximations only based upon the best information available and are subject to possible variation. Sketches may not be drawn to scale and photographs may not depict the current condition of the property. Bidders should inspect the property and review all the pertinent documents and information available, as each bidder is responsible for evaluation of the property and shall not rely upon the Seller, Broker or Auctioneer, their Employees or Agents. The property will be sold AS IS and without any warranties or representations, expressed or implied.

### SUCCESSFUL BIDDER

The successful bidder of the property shall be determined by competitive bidding. Should any dispute arise between bidders, the auctioneer shall have the right to make the final decision either to determine the successful bidder or to re-offer the property that is in dispute. The auction will be recorded and the auctioneer's records shall be conclusive in all respects.

### SELLER'S PERFORMANCE

The Seller has agreed to the terms of the sale as published. However, the Broker and Auctioneer make no warranties or guarantees as to the Seller's performance.

### AGENCY DISCLOSURE

Steffes Group, Inc. is representing the Seller.

### POSSESSION

Possession will be at closing.

### MINERAL RIGHTS

All mineral rights, if any, held by Seller will be transferred upon closing. However, the Seller does not warrant the amount or adequacy of the mineral rights.

### ENVIRONMENTAL DISCLAIMER

The Seller, Broker and Auctioneers do not warrant with respect to the existence or nonexistence of any pollutants, contaminants or hazardous waste prohibited by federal, state or local law. Buyer is responsible for inspection of the property prior to purchase for conditions including but not limited to water quality, and environmental conditions that may affect the usability or value of the property. No warranties are made as to the existence or nonexistence of water wells on the property, or the condition of any well.

### EASEMENTS AND SURVEY

The property to be sold is subject to any restrictive covenants or easements of record and any results that an accurate survey may show.

There will be an ingress/egress agricultural use driveway easement including the option to add approaches to the north and south of the driveway. The easement will be given to the farmland owner surrounding the parcel being sold.

### BIDDING PROCEDURE

As a buyer you have two objectives to accomplish:

1. Purchasing the property.
2. Purchasing the property at a price you can afford.

### HOW IS THIS ACCOMPLISHED?

1. Estimate comparative value.
2. Experienced buyers always decide what to pay before the bidding begins.
3. Inspect the property carefully.
4. Compare with other properties available in the area.
5. Check the selling price of previously sold properties.
6. Discuss your buying plans with a lender. Have your financing arrangements made in advance.
7. This sale is not subject to financing.

### AVOID OVER OR UNDER BIDDING

- Always bid on a property toward a price.
- Establish that price before the bidding begins. By doing this you will avoid getting caught up in the auction excitement and pay a price that is too high for the market or one that you cannot afford. It will also make you confident to bid to your established fair market value. Many bidders who do not plan ahead end up with regrets after the auction because they were too nervous or uncertain about their judgment to bid.

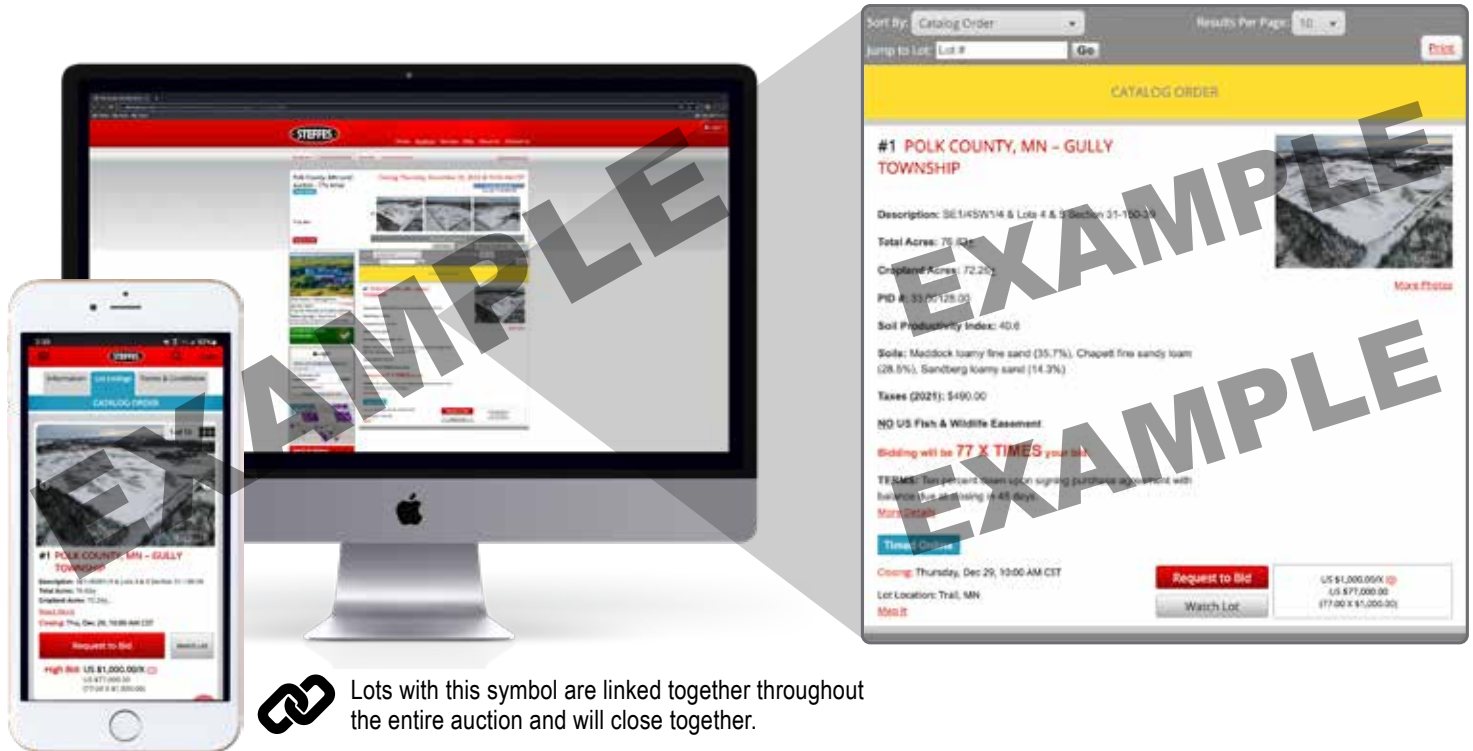
### THE BIDDING STRATEGY

- Research and know the value of the property.
- Have your financing arranged before the auction.
- Establish your highest and best bid before the bidding begins.
- Make your bids promptly to force other bidders up or out without delay.



Please note the bidding will not close until there has been no bidding activity for a period of 4 minutes. This is accomplished through the bid extension feature of our website. Bids placed within the last 4 minutes of the auction will extend the auction an additional 4 minutes. Bid extensions continue and the auction does not end until there are no bids for 4 minutes. Our goal is to realize the highest return to the seller, and satisfy all interested parties.

**This is an AUCTION! To the Highest Bidder. The bidding will not close and property will not be sold until everyone has had the opportunity to make their highest and best bid. PLEASE NOTE THIS IS A SAMPLE FOR THE TIMED ONLINE BIDDING PLATFORM AND DOES NOT REPRESENT THIS AUCTION SALE!**



## NOVEMBER 2023

S	M	T	W	TH	F	S
			1	2	3	4
5	6	OPENS 7 CLOSES	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

# Certificate of Survey

A part of the Southwest Quarter in  
Section 35-109-42, Lyon County, Minnesota.

NW COR. SW1/4  
SEC. 35-109-42  
CAST IRON  
MONUMENT

S 00°30'19" E 1066.00'

WEST LINE SW1/4

POINT OF  
BEGINNING

358.00'

S 89°29'35" E

358.00'

S 88°38'01" W

409.00'

N 00°30'19" W

2676.29'

C.S.A.H. #5

N 83°53'24" W

148.00'

N 89°00'54" W

243.50'

N 00°33'54" W

291.00'

INGRESS/EGRESS  
EASEMENT

N 00°37'29" W

587.00'

N 89°07'13" E

496.00'

S 00°27'33" E

203.00'

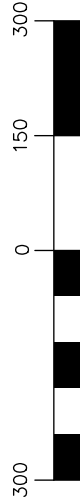
S 03°29'36" W

758.00'

TOTAL AREA =  
10.49 ± ACRES



GRAPHIC SCALE



( IN FEET )

1 inch = 300 feet

## LEGEND

These standard symbols will  
be found in the drawing.

● MONUMENTS FOUND

○ MONUMENTS SET- 5/8" IRON  
W/SEAL #43844

== BROKEN SCALE

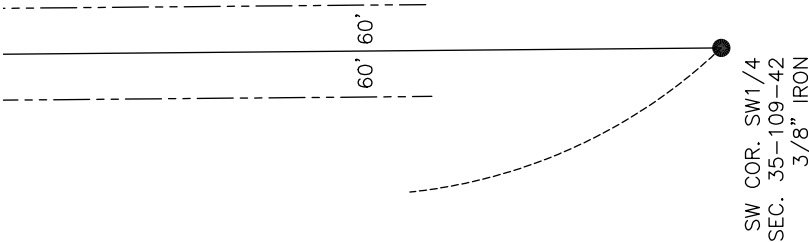
BEARINGS BASED ON LYON  
COUNTY COORDINATES (1996 Adj)

DESCRIPTION OF LAND SURVEYED:

All that part of the Southwest Quarter in Section 35, Township 109 North, Range 42 West, Lyon County, Minnesota, being more particularly described as follows:

Commencing at the northwest corner of said Southwest Quarter; thence South 00 degrees 30 minutes 19 seconds East, bearing based on Lyon County Coordinate System (1996 Adj.), along the west line of said Southwest Quarter, a distance of 1066.00 feet to the point of beginning; thence South 89 degrees 29 minutes 35 seconds East a distance of 358.00 feet; thence North 00 degrees 37 minutes 29 seconds West a distance of 587.00 feet; thence North 89 degrees 07 minutes 13 seconds East a distance of 496.00 feet; thence South 00 degrees 27 minutes 33 seconds East a distance of 203.00 feet; thence South 03 degrees 29 minutes 36 seconds West a distance of 758.00 feet; thence North 89 degrees 00 minutes 54 seconds West a distance of 243.50 feet; thence North 83 degrees 53 minutes 24 seconds West a distance of 148.00 feet; thence North 00 degrees 33 minutes 54 seconds West a distance of 291.00 feet; thence South 88 degrees 38 minutes 01 seconds West a distance of 409.00 feet to a point on the west line of said Southwest Quarter; thence North 00 degrees 30 minutes 19 seconds West, along said west line, a distance of 67.00 feet to the point of beginning.

SUBJECT TO and ingress/egress easement over and across the above tract. Said easement being described as follows:  
Commencing at the northwest corner of said Southwest Quarter; thence South 00 degrees 30 minutes 19 seconds East, bearing based on Lyon County Coordinate System (1996 Adj.) a distance of 1066.00 feet to the point of beginning of said easement; thence South 89 degrees 29 minutes 35 seconds East a distance of 358.00 feet; thence South 01 degrees 21 minutes 59 seconds East a distance of 55.29 feet; thence South 88 degrees 38 minutes 01 seconds West a distance of 358.00 feet to a point on the west line of said Southwest Quarter; thence North 00 degrees 30 minutes 19 seconds West, along said west line, a distance of 67.00 feet to the point of beginning.



SURVEYOR'S CERTIFICATION

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

DANIEL L. BUELTEL      LICENSE NO: 43844

DATE: AUGUST 11, 2023

Prepared for  
**Jerome Ross Clarke Estate**

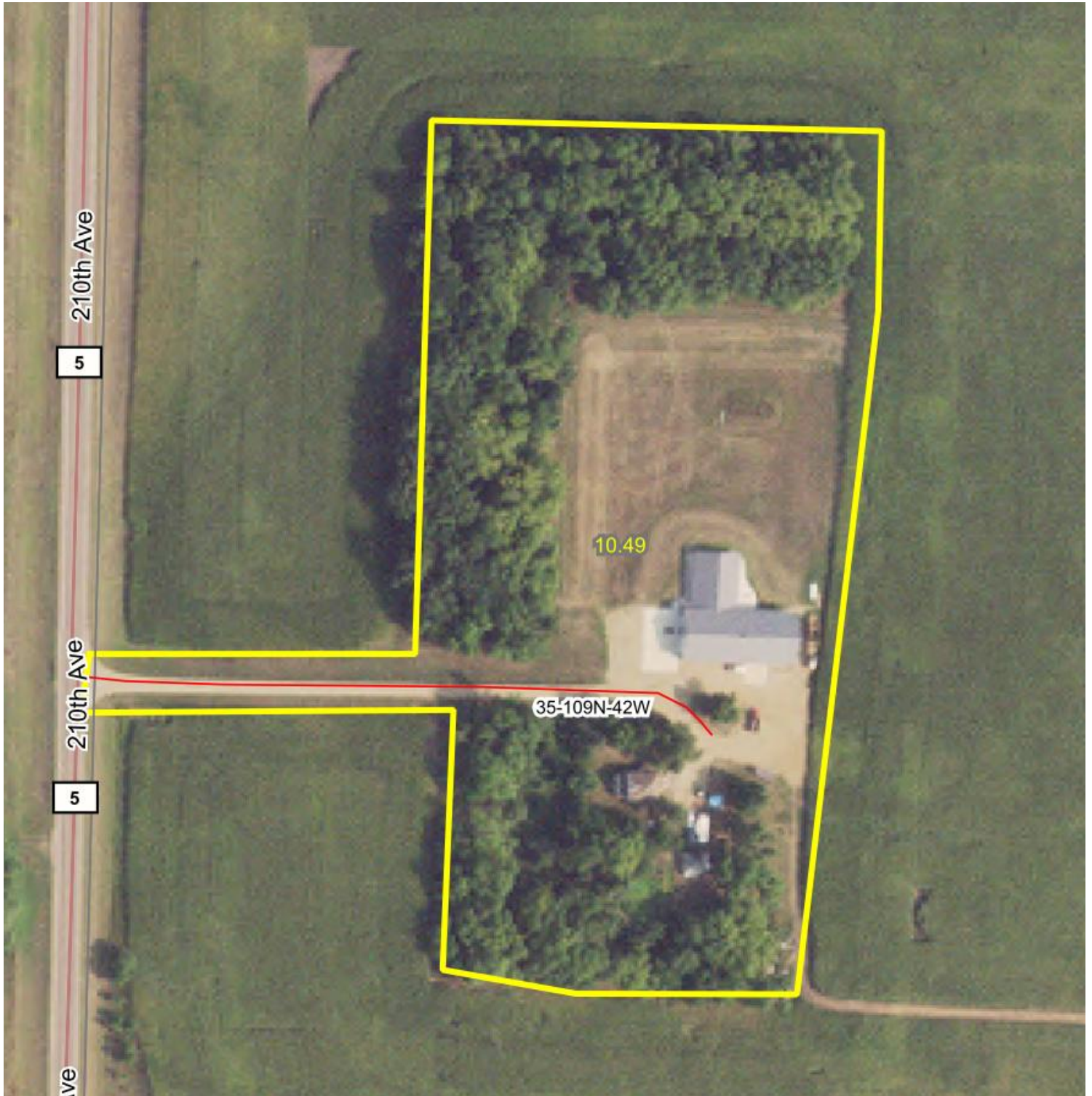
Prepared by  
**Bueltel-Moseng Land Surveying, Inc.**  
Marshall, MN 56258   Ph. 507-532-9043  
PROJECT NO. 23-6442

## R-42-W



*Lyon County, MN*



**Lyon County, MN - Rocklake Township****Description:** See Survey**Total Acres:** 10.49±**PID #:** 15-035001-0 (That part of, new legal & PID# to be assigned)**Taxes (2023):** \$6,380 (For entire land. New tax amount TBD)

### Shouse

- Slab on grade “shouse”
- 62'x36'
- (3) Bedrooms
- (2) Bathrooms (1) half bath
- Kitchen, with island & pantry, all appliances are stainless steel Whirlpool to include: microwave, gas stove/oven, dishwasher, refrigerator with ice maker, front load washer and dryer
- Living room, vaulted ceiling
- LP forced air furnace
- Air exchanger
- Morton water softener
- On demand water heater
- Laminate flooring
- Utility room, half bath
- Front/rear cement patio
- Concrete curbing
- 8' Overhang in front and back of “shouse”
- Rock fascia
- House portion has gutters
- Compliant mound septic system
- Rented LP tank



### Older Farmhouse

- Main level: Kitchen, pantry with Whirlpool stainless steel dishwasher
  - Laundry room, with half bath
  - Dining room
  - Living room
  - 4-season porch
  - (1) Bedroom
- Upstairs
  - Has exterior door with staircase
  - Full bathroom
  - (3) Bedrooms
- Mature trees
- Architectural shingled roof
- Wood siding
- Professionally winterized
- Staircase access to attic
- Laundry chute to basement
- Owned LP tank
- 5-year-old Marathon water heater
- 5-year-old Trane XR95 LP furnace
- EcoWater water softener
- Spray foam exterior walls in basement
- 200-amp service
- (1) Wood sided outbuilding
- Non-compliant septic - to be brought to compliance at the buyer's expense

### Shed (Part of “Shouse”)

- Heated shop 64'x54'
  - 16' side walls
  - Fully finished
  - Floor drain
  - In floor heat with on demand water heater
  - Lights
  - 2018 Quincy vertical air compressor, 80 gal., 2 stage, plumbed throughout the shop with 3 hose reels
  - 2018 Easy Kleen LP fired hot pressure washer with hose reel and wand
  - (2) Insulated overhead doors, (1) 12'x10' & (1) 20'x14'
  - (2) 3' stainless steel access doors
  - 200-amp service
  - Wifi system to monitor temperature
- Cold storage 54'x54'
  - 16' side walls
  - (1) 3' stainless steel access door
  - All concrete
  - LP on-demand generator
  - Floor drain
  - Lights
  - Finished ceiling
  - Tyvek wrapped
- Schweiss power bifold door, 16'x13.5'
- Poured apron, 68'x28'



LYON COUNTY AUDITOR / TREASURER  
607 WEST MAIN STREET  
MARSHALL, MN 56258  
507-537-6724  
www.lyonco.org

2023

PROPERTY TAX  
STATEMENT

ROCKLAKE TWP

PRCL# 15-035001-0

RCPT# 5312

TC

10.060

11.892

Property ID Number: 15-035001-0  
Property Description: SECT-35 TWP-109 RANG-42  
320.00 ACRES W2

1034 CO RD 5

8869-T

ACRES 320.00

		Values and Classification	
		Taxes Payable Year	2022 2023
Step 1	Estimated Market Value:	1,783,100	2,086,100
	Homestead Exclusion:	20,437	16,225
	Taxable Market Value:	1,762,663	2,069,875
	New Improve/Expired Excls:		
	Property Class:	AGRI HSTD AGRI HSTD RES NON-HSTD RES NON-HSTD	
Sent in March 2022		EXEMPT	EXEMPT
Step 2	Proposed Tax		
	* Does Not Include Special Assessments Sent in November 2022		
Step 3	Property Tax Statement		
	First half Taxes:		3,190.00
	Second half Taxes:		3,190.00
	Total Taxes Due in 2023		6,380.00

\$\$\$  
REFUNDS?You may be eligible for one or even two refunds to  
reduce your property tax.

Read the back of this statement to find out how to apply.

		Taxes Payable Year: 2022 2023	
1. Use this amount on Form M1PR to see if you are eligible for a homestead credit refund .....			1,785.68
File by August 15th. <b>IF BOX IS CHECKED, YOU OWE DELINQUENT TAXES AND ARE NOT ELIGIBLE</b>		<input type="checkbox"/>	
2. Use these amounts on Form M1PR to see if you are eligible for a special refund .....		1,308.27	
Property Tax and Credits	3. Property taxes before credits .....	5,619.79	7,575.44
	4. A. Agricultural and rural land tax credits .....	490.00	490.00
	B. Other credits to reduce your property tax .....	74.86	785.44
	5. Property taxes after credits .....	5,054.93	6,300.00
Property Tax by Jurisdiction	6. County .....	3,064.42	3,674.58
	7. City or Town .....	861.87	879.15
	8. State General Tax .....	.00	.00
	9. School District: 2904 A. Voter approved levies .....	356.14	591.19
	B. Other local levies .....	758.87	1,139.88
	10. Special Taxing Districts: A. SW REGIONAL DEVELOPMENT .....	13.63	15.20
	B. ....		
	C. ....		
	D. ....		
	11. Non-school voter approved referenda levies .....		
Special Assessments on Your Property	12. Total property tax before special assessments .....	5,054.93	6,300.00
	13. A. 10001 SW RECYCLING .....	40.00	80.00
	B. ....		
	C. ....		
	D. ....		
PRIN 80.00	E. ....		
INT			
TOT 80.00			
14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS .....		5,094.93	6,380.00





For more photos, visit [SteffesGroup.com](http://SteffesGroup.com)



DATE: \_\_\_\_\_

Received of \_\_\_\_\_

Whose address is \_\_\_\_\_

SS# \_\_\_\_\_ Phone# \_\_\_\_\_ the sum of \_\_\_\_\_ in the form of \_\_\_\_\_

as earnest money deposit and in part payment of the purchase of real estate sold by Auction and described as follows: \_\_\_\_\_

This property the undersigned has this day sold to the BUYER for the sum of \_\_\_\_\_ \$ \_\_\_\_\_

Earnest money hereinafter accepted for \_\_\_\_\_ \$ \_\_\_\_\_

Balance to be paid as follows \_\_\_\_\_ In cash at closing \_\_\_\_\_ \$ \_\_\_\_\_

1. Said deposit to be placed in the Steffes Group, Inc. Trust Account until closing, BUYER'S default, or otherwise as agreed in writing by BUYER and SELLER. By this deposit BUYER acknowledges purchase of the real estate subject to Terms and Conditions of this contract, subject to the Terms and Conditions of the Buyer's Prospectus, and agrees to close as provided herein and therein. BUYER acknowledges and agrees that the amount of the deposit is reasonable; that the parties have endeavored to fix a deposit approximating SELLER'S damages upon BUYER'S breach; that SELLER'S actual damages upon BUYER'S breach may be difficult or impossible to ascertain; that failure to close as provided in the above referenced documents will result in forfeiture of the deposit as liquidated damages; and that such forfeiture is a remedy in addition to SELLER'S other remedies.

2. Prior to closing, SELLER at SELLER'S expense and election shall furnish to Buyer either: (i) an abstract of title updated to a current date, or (ii) an ALTA title insurance commitment for an owner's policy of title insurance in the amount of the purchase price. Seller shall provide good and marketable title. Zoning ordinances, building and use restrictions and reservations in federal patents and state deeds, existing tenancies, easements and public roads shall not be deemed encumbrances or defects.

3. If the SELLER'S title is not insurable or free of defects and cannot be made so within sixty (60) days after notice containing a written statement of defects is delivered to SELLER, then said earnest money shall be refunded and all rights of the BUYER terminated, except that BUYER may waive defects and elect to purchase. However, if said sale is approved by the SELLER and the SELLER'S title is marketable and the buyer for any reason fails, neglects, or refuses to complete purchase, and to make payment promptly as above set forth, then the SELLER shall be paid the earnest money so held in escrow as liquidated damages for such failure to consummate the purchase. Payment shall not constitute an election of remedies or prejudice SELLER'S rights to pursue any and all other remedies against BUYER, included, but not limited to specific performance. Time is of the essence for all covenants and conditions in this entire agreement.

4. Neither the SELLER nor SELLER'S AGENT make any representation of warranty whatsoever concerning the amount of real estate taxes or special assessments, which shall be assessed against the property subsequent to the date of purchase.

5. State Taxes: SELLER agrees to pay \_\_\_\_\_ of the real estate taxes and installment of special assessments due and payable in \_\_\_\_\_ BUYER agrees to pay \_\_\_\_\_ of the real estate taxes and installments and special assessments due and payable in \_\_\_\_\_ SELLER warrants taxes for \_\_\_\_\_ are Homestead, \_\_\_\_\_ Non-Homestead. SELLER agrees to pay the State Deed Tax.

6. Other fees and taxes shall be paid as set forth in the attached Buyer's Prospectus, except as follows: \_\_\_\_\_

7. The property is to be conveyed by \_\_\_\_\_ deed, free and clear of all encumbrances except in special assessments, existing tenancies, easements, reservations and restrictions of record.

8. Closing of the sale is to be on or before \_\_\_\_\_, Possession will be at closing.

9. This property is sold AS IS, WHERE IS, WITH ALL FAULTS. BUYER is responsible for inspection of the property prior to purchase for conditions including but not limited to water quality, seepage, septic and sewer operation and condition, radon gas, asbestos, presence of lead based paint, and any and all structural or environmental conditions that may affect the usability or value of the property. Buyer's inspection shall be performed at Buyer's sole cost and expense. Buyer hereby indemnifies Seller for any damage to the property as a result of Buyer's inspections.

10. The contract, together with the Terms and Conditions of the Buyer's Prospectus, contain the entire agreement and neither party has relied upon any oral or written representations, agreements, or understanding not set forth herein, whether made by agent or party hereto. This contract shall control with respect to any provisions that conflict with or are inconsistent with the attached Buyer's Prospectus or any announcements made at auction.

11. Other conditions: Subject to easements, reservations and restrictions of record, existing tenancies, public roads and matters that a survey may show. Seller and Seller's agent DO NOT MAKE ANY REPRESENTATIONS OR ANY WARRANTIES AS TO MINERAL RIGHTS, TOTAL ACREAGE, TILLABLE ACREAGE OR BOUNDARY LOCATION.

12. Any other conditions: \_\_\_\_\_

13. Steffes Group, Inc. stipulates they represent the SELLER in this transaction.

Buyer:

Seller:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Steffes Group, Inc.

Seller's Printed Name &amp; Address:

\_\_\_\_\_

\_\_\_\_\_

SteffesGroup.com

Drafted By:  
Saul Ewing Arnstein & Lehr LLP

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\_\_\_\_\_





LYON COUNTY  
**MINNESOTA**

SteffesGroup.com | 320.693.9371 | 23579 MN Hwy 22 S, Litchfield, MN 55355