

## Opening: Thursday, October 31 | 8 AM Closing: Thursday, November 7 | 10 AM <sup>CST</sup><sub>2024</sub>

From Milnor, 5 miles east on State Hwy. 13, south 2-1/2 miles on 146th Ave. SE.

Auctioneer's Note: This quarter of farmland is located on a well-maintained road and features a notably high soil rating with a great soil profile. This land has been in the family for generations and is free of any US Fish & Wildlife Easements making it a prime candidate for drain tile. The farm is available for the 2025 crop year!

TIMED

ONI INF





Randall Swanson, Ramey Rogness & Nancy Larsen Contact Max Steffes at Steffes Group, (701) 212-2849; Joel Swanson, (701) 371-7152; or visit SteffesGroup.com.

Steffes Group, Inc. | 2000 Main Avenue East, West Fargo, ND 58078 | (701) 237-9173 | SteffesGroup.com Scott Steffes ND1634; Max Steffes ND8313; Joel Swanson ND8520. TERMS: 10% down upon signing purchase agreement with balance due in 45 days.

### Terms & Conditions

The Terms and Conditions of Sale are set forth in the 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.

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.

The sale of this property IS NOT contingent on the Buyer securing financing or any other Buyer contingencies.

#### THE AUCTION BEGINS ON THURSDAY, OCTOBER 31 AND WILL END AT 10 AM THURSDAY, NOVEMBER 7, 2024.

All bidders must register their name, address, and telephone number in order to receive a bidding number, or all bidders must register with SteffesGroup.com as an online bidder to participate in the auction sale online.

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.

Down payment is due on the day the bidding closes and signing of the contracts will take place through email and electronic document signatures. In the event the auction bidding closes after 3:00pm, the earnest money will be due the following business day.

The contract signing will take place at Steffes Group, 2000 Main Ave. E, West Fargo, ND 58078

If the winning bidder is unable to come to the Steffes office for signing of the contract, arrangements will be made to email or fax a copy of the contract for signature. The buyer would fax the signed copy back to (701) 237-9173 or send a scanned copy by email.

Purchasers who are unable to close because of insufficient funds will be in default and the deposit money will be forfeited. Balance of the purchase price must be paid in full at closing on or before: Friday, December 20, 2024.

Closing will take place at Seller's closing attorney office, or a professional closing company agreeable to both buyer and seller.

Seller will provide up-to-date merchantable abstract(s) or (ii) an ALTA title insurance commitment ("Title Commitment") for issuance to Buyer of an ALTA Owner's Policy of Title Insurance ("Title Policy") in the amount of the purchase price. In the event Seller elects to furnish a Title Commitment, Seller shall pay for 50% of the cost of the premium for the Title Policy, and Buyer shall pay for 50% of the cost of the premium for the Title Policy.

Property will be conveyed by a **Warranty Deed.** 

#### 2024 Taxes: Paid by SELLERS.

Subsequent taxes and or special assessments, if any, to be paid by buyer. Real Estate Taxes are subject to reassessment under new owner.

Closing Agent Fee will be shared equally between Buyer and Seller.

Sargent County, ND

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 or completion of current crop harvest, whichever is later, unless otherwise agreed to in writing and agreeable by buyer and seller.

#### **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

This real estate is selling subject to any and all covenants, restrictions, encroachments and easements, any results that an accurate survey may show, as well as all applicable zoning laws.

#### BUYER DEFAULT

When using our online auction services, you are making a firm commitment to purchase said item(s) and are entering into a legal and binding contract. Bids may not be cancelled or retracted for any reason.

Non-paying bidders or fraudulent bidding will subject you to legal recourse and possible criminal charges including any fraud and/or interstate commerce violations.

#### INTERNET RISK

You acknowledge that the internet may be an unreliable and error-prone network. Steffes Group will not guarantee that bids placed online will always be transmitted to or received by the auctioneer in a timely fashion. You agree to hold Steffes Group, Inc. and its employees harmless for any interruptions in online bidding. At the sole discretion of the Company, the auction may be suspended, postponed, or cancelled if internet service is unstable or disrupts the online portion of any event that is simulcast as an Internet Auction.

Further, the auctioneer has the sole discretion to accept or refuse any bid. Steffes Group retains the right, at our sole discretion, to add, delete, or change some or all of our online services and the terms and conditions governing their online auctions at any time without notice.

#### 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.

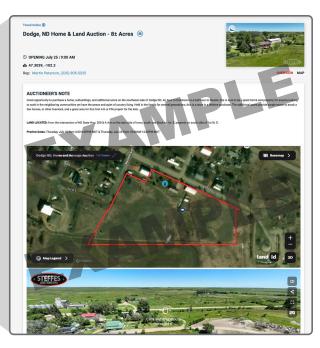


#### Timed Online Bidding Process 3

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!





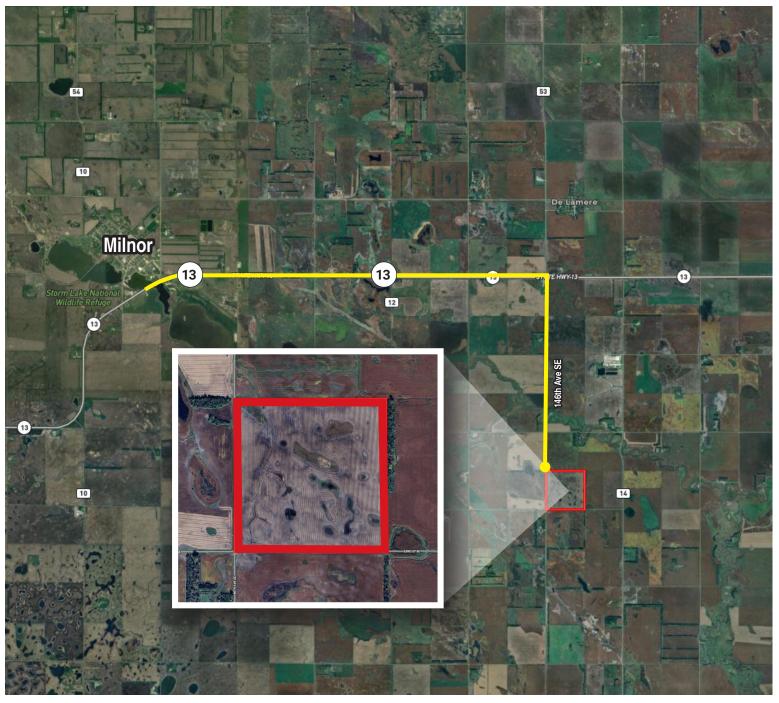
Lots with this symbol are linked together throughout the entire auction and will close together.

# **OCTOBER & NOVEMBER 2024**

S	Μ	т	W	тн	F	S
20	21	22	23	<b>24</b> OPENS	25	26
27	28	29	30	31	1	2
3	4	5	6	CLOSES <b>7</b>	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23

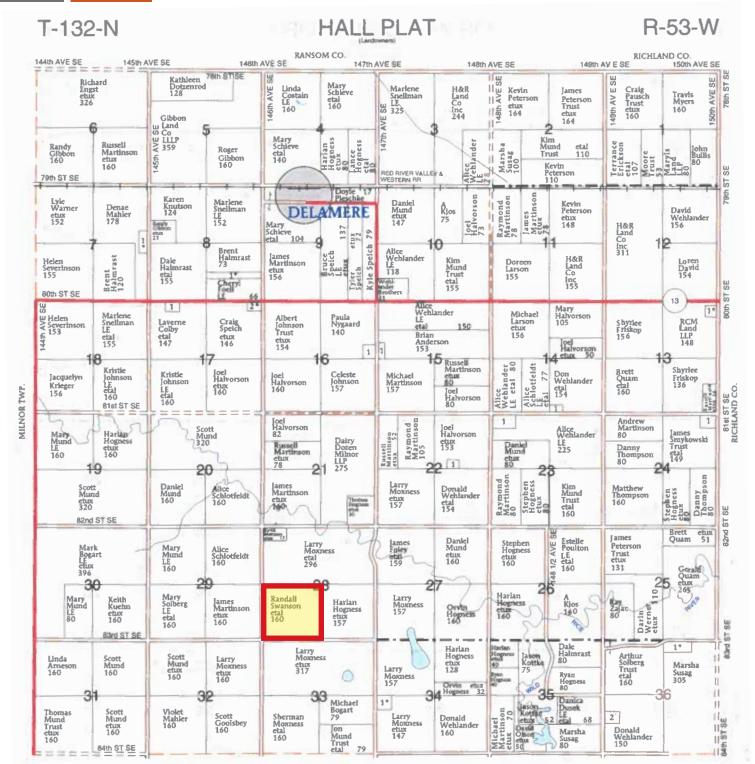
## 4 Aerial Map

SARGENT COUNTY, ND - HALL TOWNSHIP Land Located: from Milnor, 5 miles east on State Hwy. 13, south 2-1/2 miles on 146th Ave. SE Description: SW1/4 Section 28-132-53 Total Acres: 160± Cropland Acres: 155.09± PID #: 062381000 Soil Productivity Index: 92.5 Soils: Aastad-Forman Ioams (51.2%), Gardena-Glyndon silt Ioams (36.9%), Perella silty clay Ioam (11.2%) Taxes (2023): \$2,561.66



\*Lines are approximate

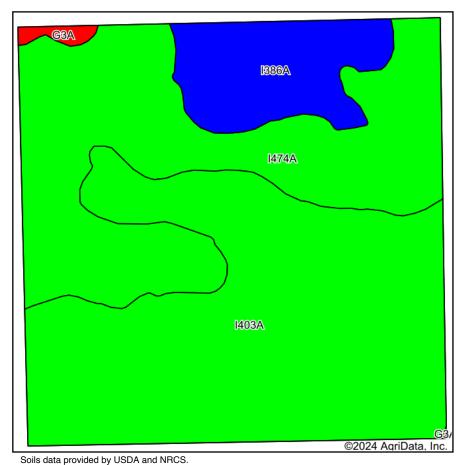
Plat Map

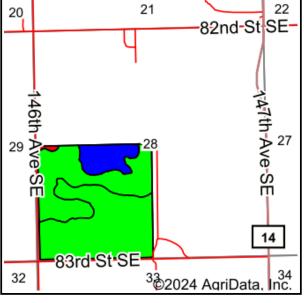


HERMAN TWP

Soils Map 6







Area Sy	ymbol: ND081, Soil Area Version: 31		
Code	Soil Description	Acres	Perce
1403A	Aastad-Forman loams, 0 to 3 percent slopes	79.36	

cent of field PI Legend Non-Irr Class \*c Productivity Index 51.2% llc 94 1474A Gardena-Glyndon silt loams, 0 to 2 percent slopes 57.22 36.9% lle 93 1386A Perella silty clay loam, stratified substratum, 0 to 1 percent slopes 17.44 11.2% llw 88 G3A Parnell silty clay loam, 0 to 1 percent slopes 1.07 0.7% Vw 25 Weighted Average 2.02 92.5

\*c: Using Capabilities Class Dominant Condition Aggregation Method



USDA Department of Agriculture

### <sup>nt of</sup> Sargent County, North Dakota

Farm 4945



#### Common Land Unit PLSS

Cropland

- Tract Boundary
- Wetland Determination Identifiers
- Restricted Use
- V Limited Restrictions
- Exempt from Conservation
- Compliance Provisions

**Unless Otherwise Noted:** All crops are for grain All crops are non-irrigated Shares are 100% to Operator

2024 Program Year Map Created April 16, 2024

**S28 T132N R53W Phy Cnty: Sargent** 0 235 470 940 Feet

# 8 Abbreviated 156 Farm Records

Tract Number	:	554
Description	:	SW28-132-53
FSA Physical Location	:	NORTH DAKOTA/SARGENT
ANSI Physical Location	:	NORTH DAKOTA/SARGENT
BIA Unit Range Number	:	
HEL Status	:	NHEL: No agricultural commodity planted on undetermined fields
Wetland Status	:	Tract contains a wetland or farmed wetland
WL Violations	:	None
Owners	:	RANDALL B SWANSON, NANCY LARSEN, RAMEY ROGNESS
Other Producers	:	None
Recon ID	:	None

Tract Land Data							
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
155.09	155.09	155.09	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	155.09	0.00	0.00	0.00	0.00	0.00

DCP Crop Data						
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield			
Corn	7.07	0.00	169			
Soybeans	133.83	0.00	36			
TOTAL	140.90	0.00				



### 2023 Sargent County Real Estate Tax Statement

Parcel Number 062381000 Legal Description	Jurisdiction Hall Towns Physical Loca 0 0-0	ation	Acres	<b>2023 TAX BREAKDOWN</b> Net consolidated tax Plus: Special Assessments Total tax due Less: 5% discount, if paid by February 15, 2024	2,561.66 0.00 2,561.66 -128.08	
ŠCT:28 TŴN:132 RNG:53			160.000	Amount due by February 15, 2024	2,433.58	
BLK:0 SW1/4 28-132-53				(If your mortgage company pays your property taxes, then this is an informational statement only.)		
Legislative tax relief (3-year comparison) Legislative tax relief	<b>2021</b> 1,397.64	<b>2022</b> 1,412.69	<b>2023</b> 1,577.90	Or pay in two installments (with no discount) Payment 1: Pay by March 1, 2024 Payment 2: Pay by October 15, 2024	1,280.83 1,280.83	
Tax distribution (3-year comparison): True and Full Value Taxable Value Less: Homestead credit Disabled Veteran credit Net Taxable Value	<b>2021</b> 202,000 10,100 0 0 10,100	<b>2022</b> 202,000 10,100 0 10,100	<b>2023</b> 220,500 11,025 0 0 11,025			
Total mill levy	241.330	246.970	232.350			
Taxes By District (in dollars): County41 Hall Township Milnor School Milnor Fire Soil Conservation Water Resource StateND	1,025.96 272.70 1,040.10 70.80 7.68 10.10 10.10	$\begin{array}{c} 1,096.76\\ 268.96\\ 1,040.10\\ 58.38\\ 10.00\\ 10.10\\ 10.10\\ 10.10\end{array}$	1,050.48 281.24 1,135.36 61.52 11.02 11.02 11.02	Penalty on 1st Installment & Specials: March 2, 2024 May 2, 2024 July 2, 2024 October 16, 2024 Penalty on 2nd Installment: October 16, 2024		
Consolidated tax	2,437.44	2,494.40	2,561.66	FOR ASSISTANCE, CONTACT:		
Net effective tax rate	1.21%	1.23%	1.16%	Office: Sargent County Treasurer 355 Main Street South, Suite 4		

Office:	Sargent County Treasurer
	355 Main Street South, Suite 4
	Forman, ND 58032
Phone:	701-724-6241 ext 3
Website:	www.sargentnd.com

Statement No: 8851



SteffesGroup.com









Sargent County, ND

# 11 Earnest Money Receipt & Purchase Agreement

		Γ	Date:
Re	ceived of		
Wł	nose address is		
	#Phone #the sum of	in the form of	as earnest money
an	d in part payment of the purchase of real estate sold by Auction and described as follows:		
Th	is property the undersigned has this day sold to the BUYER for the sum of		\$
Ea	rnest money hereinafter receipted for		\$
Ba	lance to be paid as followsIn Cash at Closing		\$
1.	Said deposit to be placed in the Steffes Group, Inc. Trust Account until closing, BUYERS default, or o BUYER acknowledges purchase of the real estate subject to Terms and Conditions of this contract, s agrees to close as provided herein and therein. BUYER acknowledges and agrees that the amount of deposit approximating SELLER'S damages upon BUYERS breach; that SELLER'S actual damages up that failure to close as provided in the above referenced documents will result in forfeiture of the dep addition to SELLER'S other remedies.	ubject to the Terms and Conditior deposit is reasonable; that the pa on BUYER'S breach may be diffic	is of the Buyer's Prospectus, and irties have endeavored to fix a sult or impossible to ascertain;
2.	Prior to closing, SELLER at SELLER'S expense and election shall furnish to Buyer either (i) an abstra commitment ("Title Commitment") for issuance to Buyer of an ALTA Owner's Policy of Title Insurance Seller elects to furnish a Title Commitment, Seller shall pay for 50% of the cost of the premium for the for the Title Policy (and Buyer shall pay for 100% of the costs of any endorsements requested by Buy lender's policy and endorsements). Zoning ordinances, building and use restrictions, reservations in and public roads shall not be deemed objectionable encumbrances or title defects.	("Title Policy") in the amount of Title Policy, and Buyer shall pay er, any costs related to extended	the purchase price. In the event for 50% of the cost of the premium coverage, and the costs of any
3.	If the SELLER'S title is not insurable or free of defects and cannot be made so within sixty (60) days a SELLER, then said earnest money shall be refunded and all rights of the BUYER terminated, except th sale is approved by the SELLER and the SELLER'S title is marketable and the buyer for any reason fa promptly as above set forth, then the SELLER shall be paid the earnest money so held in escrow as li Payment shall not constitute an election of remedies or prejudice SELLER'S rights to pursue any and specific performance. Time is of the essence for all covenants and conditions in this entire agreement	nat BUYER may waive defects and ils, neglects, or refuses to compl quidated damages for such failur all other remedies against BUYE	I elect to purchase. However, if said ete purchase, and to make payment e to consummate the purchase.
4.	Neither the SELLER nor SELLER'S AGENT make any representation of warranty whatsoever concern shall be assessed against the property subsequent to the date of purchase.	ing the amount of real estate taxe	s or special assessments, which
5.	Minnesota Taxes: SELLER agrees to pay of the real estate taxes and installmed	Ilments and special assessments	due and payable in
	State Deed Tax.		
	North Dakota Taxes:		
	South Dakota Taxes:		
8.	The property is to be conveyed by deed, free and clear of all encumbrances e reservations and restrictions of record.	xcept special assessments, exist	ing tenancies, easements,
9.	Closing of the sale is to be on or before closing.		Possession will be at
10	. This property is sold AS IS, WHERE IS, WITH ALL FAULTS. BUYER is responsible for inspection of th to water quality, seepage, septic and sewer operation and condition, radon gas, asbestos, presence of conditions that may affect the usability or value of the property.		
11.	. The contract, together with the Terms and Conditions of the Buyer's Prospectus, contain the entire ag representations, agreements, or understanding not set forth herein, whether made by agent or party l conflict with or are inconsistent with the Buyer's Prospectus or any announcements made at auction	nereto. This contract shall control	
12	. Other conditions: Subject to easements, reservations and restrictions of record, existing tenancies, p agent DO NOT MAKE ANY REPRESENTATIONS OR ANY WARRANTIES AS TO MINERAL RIGHTS, TOT		
13	Any other conditions:	· · · · · · · · · · · · · · · · · · ·	
	Steffes Group, Inc. stipulates they represent the SELLER in this transaction.		
Bu	ıyer: Seller	r:	
St	effes Group, Inc.	r's Printed Name & Address:	



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