



# CASS COUNTY, ND LAND AUCTION

Opening: Wednesday, August 28 | 8 AM

Closing: Wednesday, September 4 | 11 AM <sup>CDT</sup> 2024

TIMED  
ONLINE

From Wheatland, ND, 1/2 mile west on 35th St. SE or 1/2 mile south on 149th Ave. SE.

**Auctioneer's Note:** Located just north of I-94 and immediately south of Wheatland on County Road 5, this 128 AC+/- tract of land is a great opportunity to add to your landholdings. Available for the 2025 growing season and near Casselton and Fargo, this highly productive land would make a great addition to any land portfolio.

128± Acres



**Duane Smith, Karen Thompson & Nancy Hovey**

Contact Max Steffes at Steffes Group, (701) 237-9173 or (701) 212-2849; or Joel Swanson, (701) 371-7152; or visit [SteffesGroup.com](http://SteffesGroup.com).

Steffes Group, Inc. | 2000 Main Avenue East, West Fargo, ND | (701) 237-9173 | [SteffesGroup.com](http://SteffesGroup.com)

Scott Steffes ND1634; Max Steffes ND8313; Joel Swanson ND8520. TERMS: 10% down upon signing purchase agreement with balance due at closing in 45 days.

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 guarantees 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 WEDNESDAY, AUGUST 28 AND WILL END AT 11 AM ON WEDNESDAY, SEPTEMBER 4, 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, October 18, 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 SELLER.

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.

Cass 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.

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!**



## AUGUST & SEPTEMBER 2024

S	M	T	W	TH	F	S
18	19	20	21	22	23	24
25	26	27	OPENS 28	29	30	31
1	2	3	CLOSES 4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21

**Cass County, ND - Wheatland Township**

**Land Located:** from Wheatland, ND, ½ mile west on 35th St. SE or ½ mile south on 149th Ave. SE.

**Description:** NE1/4 Less a portion of W1/2NE1/4 Section 34-140-53

**Total Acres:** 127.46±

**Cropland Acres:** 101.48±

**PID #:** 69-0000-13354-100

**Soil Productivity Index:** 88.3

**Soils:** Overly silty clay loam (49.3%), Fargo silty clay loam (26%), Egeland-Embsen loams (10.4%)

**Taxes (2023):** \$2,193.99



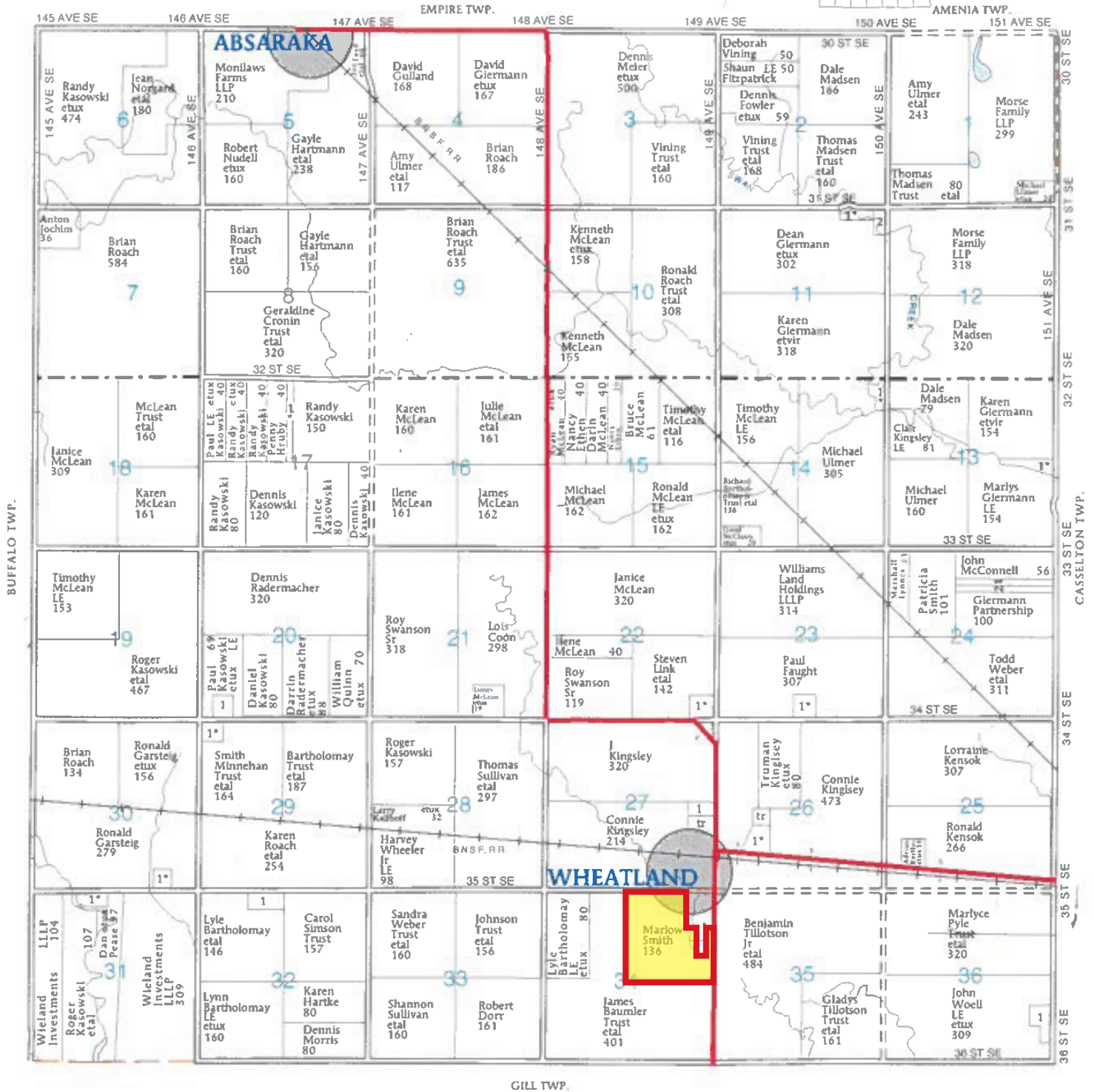
\*Lines are approximate  
Cass County, ND

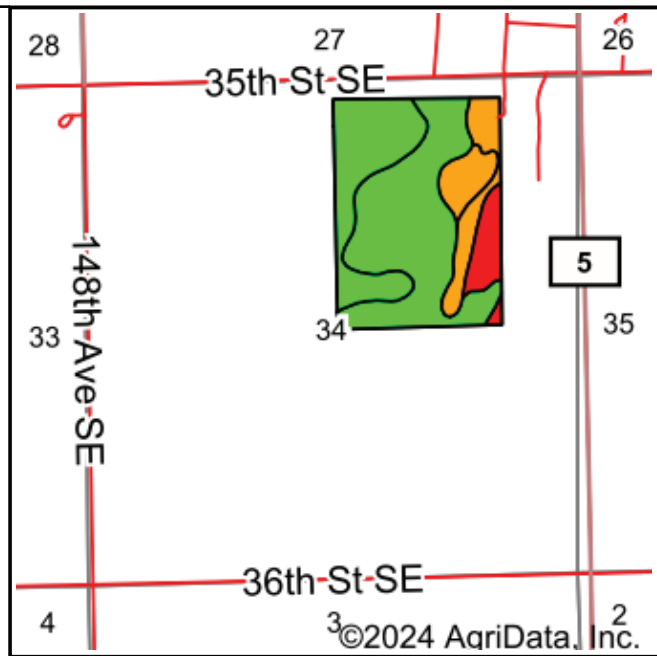
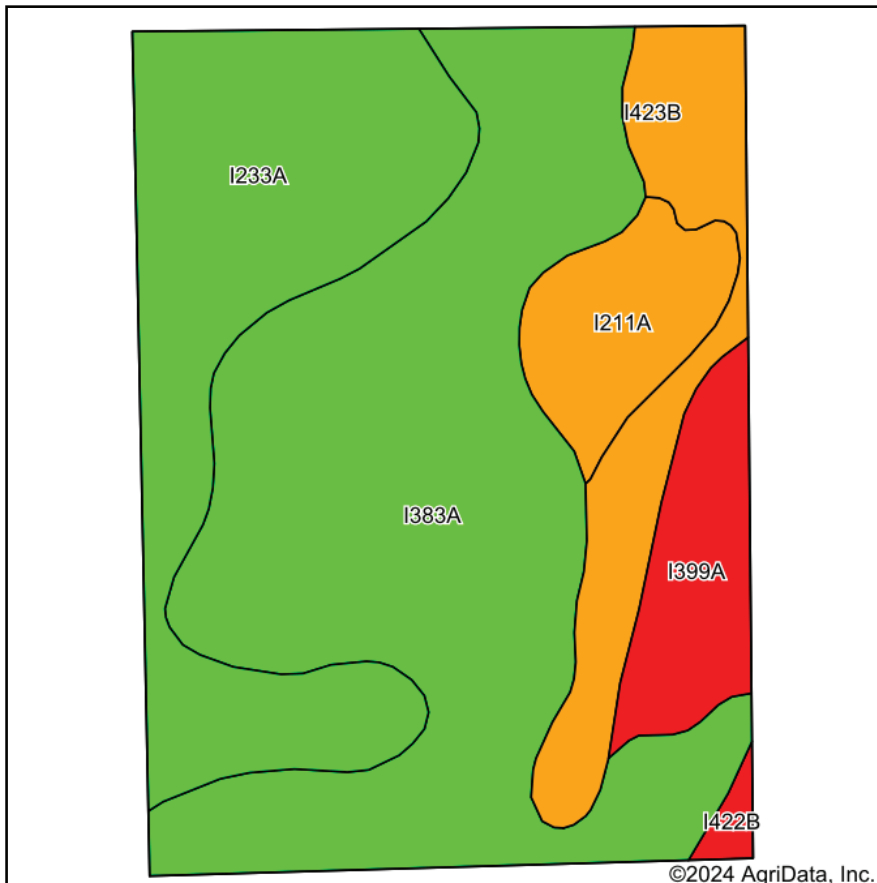
T-140-N

# WHEATLAND PLAT

(Landowners)

R-53-W



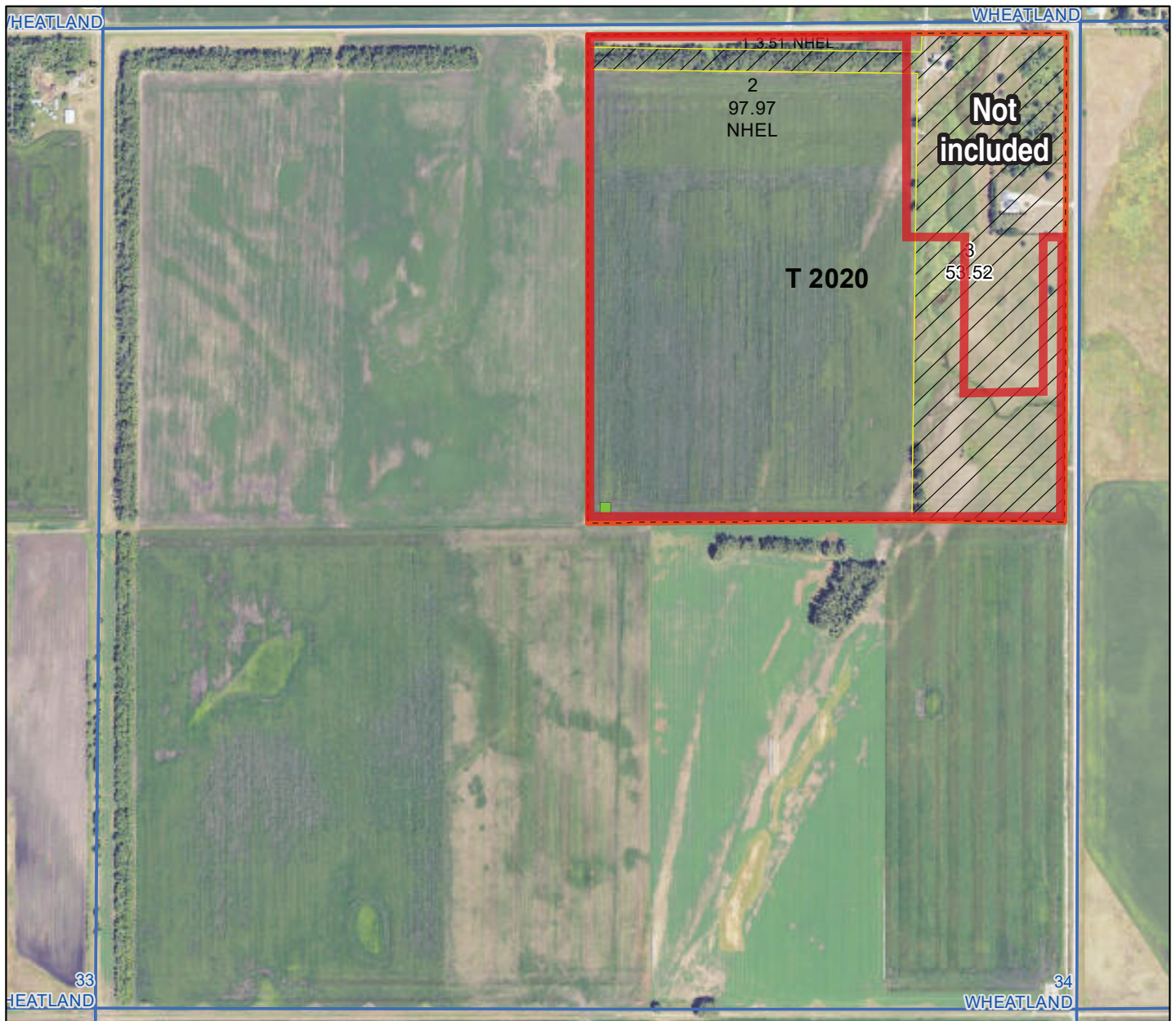


Soils data provided by USDA and NRCS.





Area Symbol: ND017, Soil Area Version: 23

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
I383A	Overly silty clay loam, 0 to 2 percent slopes	48.33	49.3%		IIc	96
I233A	Fargo silty clay loam, 0 to 1 percent slopes	25.44	26.0%		IIw	94
I423B	Egeland-Emden loams, 2 to 6 percent slopes	10.15	10.4%		IIIe	74
I399A	Gilby loam, moderately saline, 0 to 2 percent slopes	6.71	6.8%		IIIc	50
I211A	Wyndmere loam, 0 to 2 percent slopes	6.66	6.8%		IIe	76
I422B	Renshaw-Sioux complex, 0 to 6 percent slopes	0.68	0.7%		IIIe	39
<b>Weighted Average</b>					<b>2.18</b>	<b>88.3</b>




\*c: Using Capabilities Class Dominant Condition Aggregation Method



### Common Land Unit

-  Tract Boundary
-  Non-Cropland
-  Cropland
-  PLSS

### Wetland Determination Identifiers

-  Restricted Use
-  Limited Restrictions
-  Exempt from Conservation Compliance Provisions

### Unless Otherwise Noted:

- Barley = Spring for Grain
- Canola = Spring for Processing
- Corn = Yellow for Grain
- Flax = Common for Grain
- Oats = Spring for Grain
- Soybeans = Common for Grain
- Sunflowers = Oil for Grain
- Wheat = Spring for Grain
- All fields are non-irrigated
- Shares are 100% to operator

**Tract Number** : 2020

**Description** : NE 34-140-53

**FSA Physical Location** : NORTH DAKOTA/CASS

**ANSI Physical Location** : NORTH DAKOTA/CASS

**BIA Unit Range Number** :

**HEL Status** : NHEL: No agricultural commodity planted on undetermined fields

**Wetland Status** : Tract does not contain a wetland

**WL Violations** : None

**Owners** : NANCY HOVEY, KAREN L THOMPSON, DUANE A SMITH

**Other Producers** : None

**Recon ID** : None

## Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
155.00	101.48	101.48	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	101.48	0.00	0.00	0.00	0.00	0.00

## DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	43.80	0.00	29
Corn	36.80	0.00	122
Soybeans	18.40	0.00	33
Barley	2.48	0.00	78

**TOTAL****101.48****0.00**



A 5% discount off of the consolidated property tax amount is available when paid in full by February 15th, 2024.

1st installment for real estate & mobile home taxes is due March 1st, 2024.

2nd installment for mobile homes is due July 1st, 2024.

All other properties 2nd installment is due October 15th, 2024.

Parcel #:	69-0000-13354-100
Owner:	DUANE SMITH, KAREN THOMPSON & NANCY HOVEY
Address:	N/A WHEATLAND TWP ND 99999
Jurisdiction:	Wheatland Township
Mortgage Company:	

[Map View](#) - [Legal Description](#) - [Property details](#)  
[Agricultural Land Value Calculation](#)

2023 Statement #230171562	
Mill Levy Rate:	192.39
Consolidated:	\$1,685.35
Specials:	\$0.00
Drains:	\$508.64
Other:	\$0.00
Discounts:	\$84.27
Pen/Int:	\$0.00
1st Due:	\$0.00
2nd Due:	\$0.00
Amount Due:	\$0.00
Grand Total Due:	\$0.00

#### Statements

Year	Statement #	Type	Tax	Penalty	Interest	Discount *	Paid	Balance	Add to Cart
2023	<a href="#">230171562</a>	Real Estate	\$2,193.99	\$0.00	\$0.00	\$84.27	<a href="#">\$2,109.72</a>	\$0.00	Paid
2022	<a href="#">220170662</a>	Real Estate	\$2,035.58	\$38.16	\$0.00	\$0.00	<a href="#">\$1,959.24</a>	\$0.00	Paid
2021	<a href="#">210170114</a>	Real Estate	\$2,116.02	\$0.00	\$0.00	\$80.36	<a href="#">\$2,035.66</a>	\$0.00	Paid
2020	<a href="#">200168926</a>	Real Estate	\$1,584.60	\$0.00	\$0.00	\$79.23	<a href="#">\$1,505.37</a>	\$0.00	Paid

#### Assessments

Year	Agricultural		Residential		Commercial		Total	Taxable Value Before Credits	Credits	Net Taxable Value
	Land		Land	Building	Land	Building				
None	\$175,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$175,200.00	\$8,760.00	<a href="#">\$0.00</a>	\$8,760.00
None	\$160,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$160,100.00	\$8,005.00	<a href="#">\$0.00</a>	\$8,005.00
None	\$166,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$166,900.00	\$8,345.00	<a href="#">\$0.00</a>	\$8,345.00
2020	\$168,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$168,600.00	\$8,430.00	<a href="#">\$0.00</a>	\$8,430.00



# Earnest Money Receipt & Purchase Agreement

Date: \_\_\_\_\_

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

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

SS # \_\_\_\_\_ Phone # \_\_\_\_\_ the sum of \_\_\_\_\_ in the form of \_\_\_\_\_ as earnest money 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 received 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, BUYERS 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 deposit is reasonable; that the parties have endeavored to fix a deposit approximating SELLER'S damages upon BUYERS 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 ("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 (and Buyer shall pay for 100% of the costs of any endorsements requested by Buyer, any costs related to extended coverage, and the costs of any lender's policy and endorsements). Zoning ordinances, building and use restrictions, reservations in federal and state patents and deeds, existing tenancies, easements and public roads shall not be deemed objectionable encumbrances or title 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. Minnesota 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 state taxes and installments and special assessments due and payable in \_\_\_\_\_ SELLER warrants taxes for \_\_\_\_\_ are Homestead, \_\_\_\_\_ Non-Homestead. SELLER agrees to pay the Minnesota State Deed Tax.
6. North Dakota Taxes: \_\_\_\_\_
7. South Dakota Taxes: \_\_\_\_\_
8. The property is to be conveyed by \_\_\_\_\_ deed, free and clear of all encumbrances except special assessments, existing tenancies, easements, reservations and restrictions of record.
9. Closing of the sale is to be on or before \_\_\_\_\_ Possession will be at closing.
10. 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.
11. 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 Buyer's Prospectus or any announcements made at auction.
12. 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.
13. Any other conditions: \_\_\_\_\_
14. Steffes Group, Inc. stipulates they represent the SELLER in this transaction.

Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_

Steffes Group, Inc.

Seller's Printed Name & Address:



CASS COUNTY  
**NORTH DAKOTA**

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