



Steffes Group, Inc.
2000 Main Avenue East, West Fargo, ND 58078
(701) 237-9173 | SteffesGroup.com

65 YEARS
Built on Trust.

PIERCE COUNTY, ND LAND & FARMSTEAD AUCTION

Auctioneer's Note: This auction includes a well-kept farmstead with pastureland. The farmstead has a 1912 farmhouse, heated garage, large machine shed, barn, and an open-faced livestock building. It is a ready setup for livestock or horses. The property has been in the same family since homestead days and is selling for the first time. It is a great opportunity for a neighboring farmer looking for housing for a son, daughter, or hired hand, or for anyone wanting to get out of the city. Tract 3 also includes a park model home selling on a "to be removed" basis. It can serve as a mother-in-law suite, be moved to the lake, or placed wherever you need it.

**120±
Acres**



Preview: Wednesday, September 24 | 11 AM – 2PM

Opening: Wednesday, September 24 | 8 AM

Closing: Wednesday, October 1 | 10 AM CDT 2025

**Timed
Online**



Andrew & Lorraine Deck

Contact Max Steffes at Steffes Group, (701) 212-2849; or Joel Swanson, (701) 371-7152 for details.

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 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 WEDNESDAY, SEPTEMBER 24 AND WILL END AT 10 AM WEDNESDAY, OCTOBER 1, 2025.

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 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, November 14, 2025.**

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.**

2025 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.

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.

CRP CONTRACTS

Buyer(s) agree to follow all requirements of conservation plans and practices required by the FSA & NRCS to maintain eligibility in the Conservation Reserve Program. Buyer(s) agree to accept responsibility and liability for any actions by the buyer which would endanger eligibility for the CRP or actions that would require repayment of the CRP payment or payments. Buyer(s) further agree to indemnify and hold harmless the sellers/tenant for any recovery sought by the FSA due to actions of buyer, which would violate the requirements of the CRP. **SELLER** will receive 100% of the CRP payment for the FSA fiscal year payable in 2025. The **BUYER** will receive 100% of the CRP payment for the FSA fiscal year payable in 2026 and subsequent years.

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

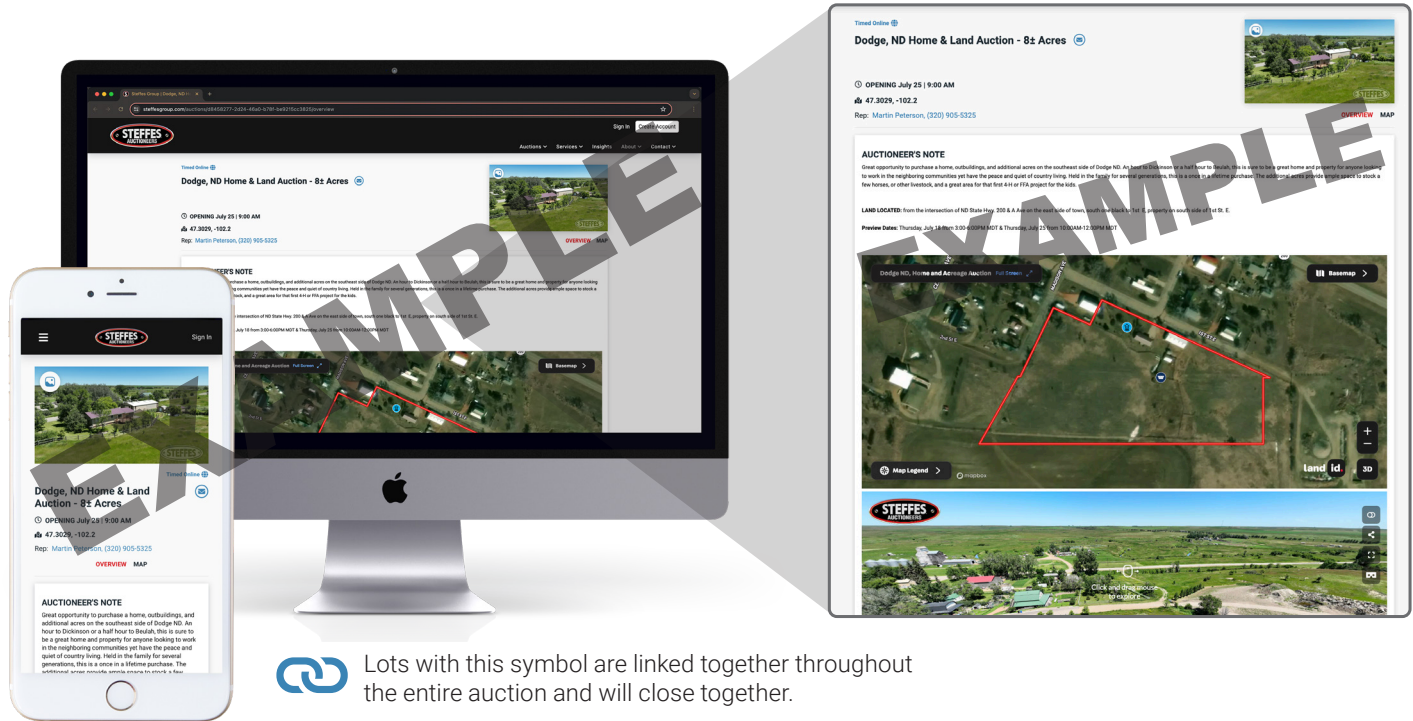
- Always bid on a property toward a price.
- Establish that price before the bidding begins. By doing this you will avoid getting caught up in the auction excitement and pay a price that is too high for the market or one that you cannot afford. It will also make you confident to bid to your established 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!



SEPTEMBER/OCTOBER 2025

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

PIERCE COUNTY, NORTH DAKOTA – ALEXANDER TOWNSHIP

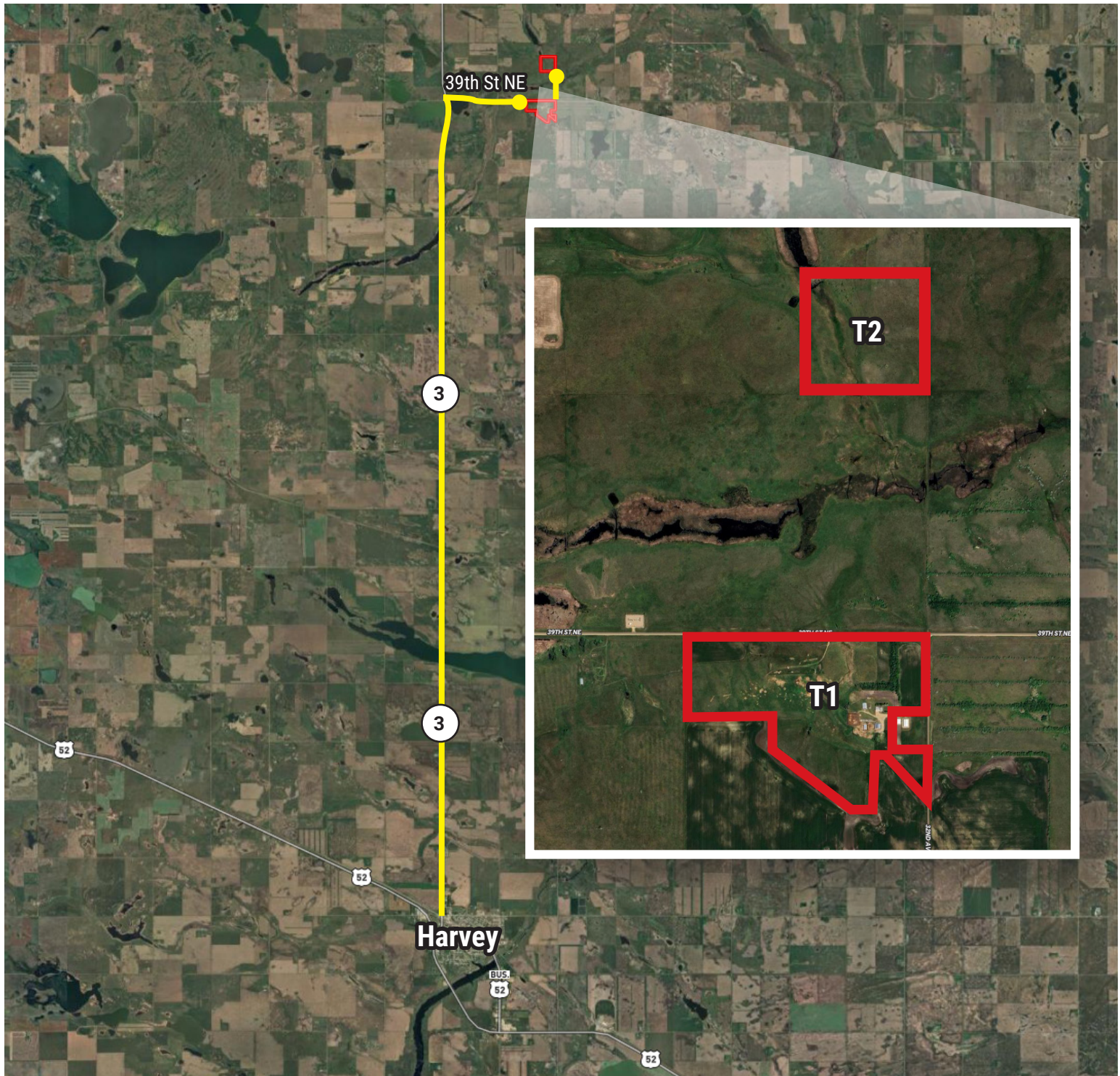
Land Located: From Harvey, ND, north 14-1/2 miles on ND Hwy. 3 to 39th St. NE, east 2 miles to T1, north 1/2 mile to T2.

Farmstead Address: 3871 32nd Ave. NE, Esmond, ND 58332

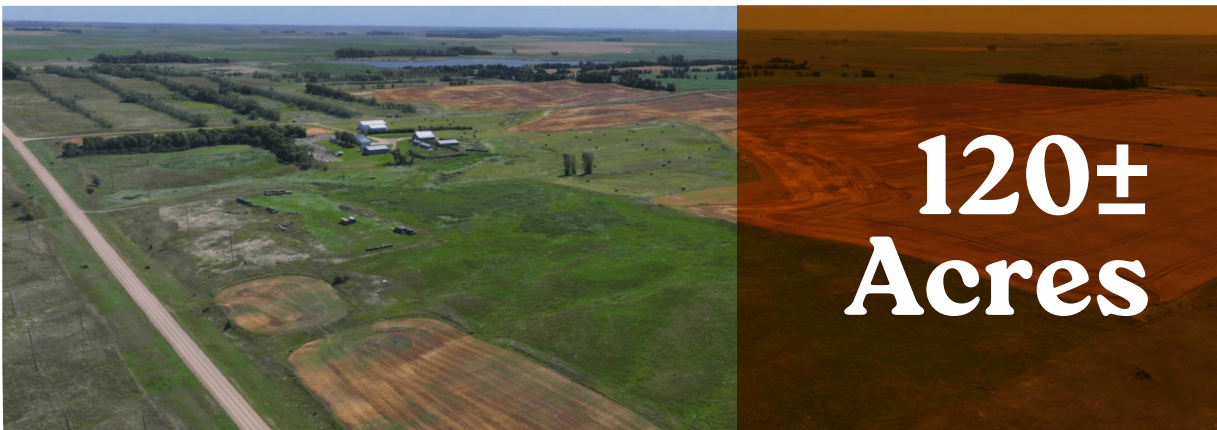
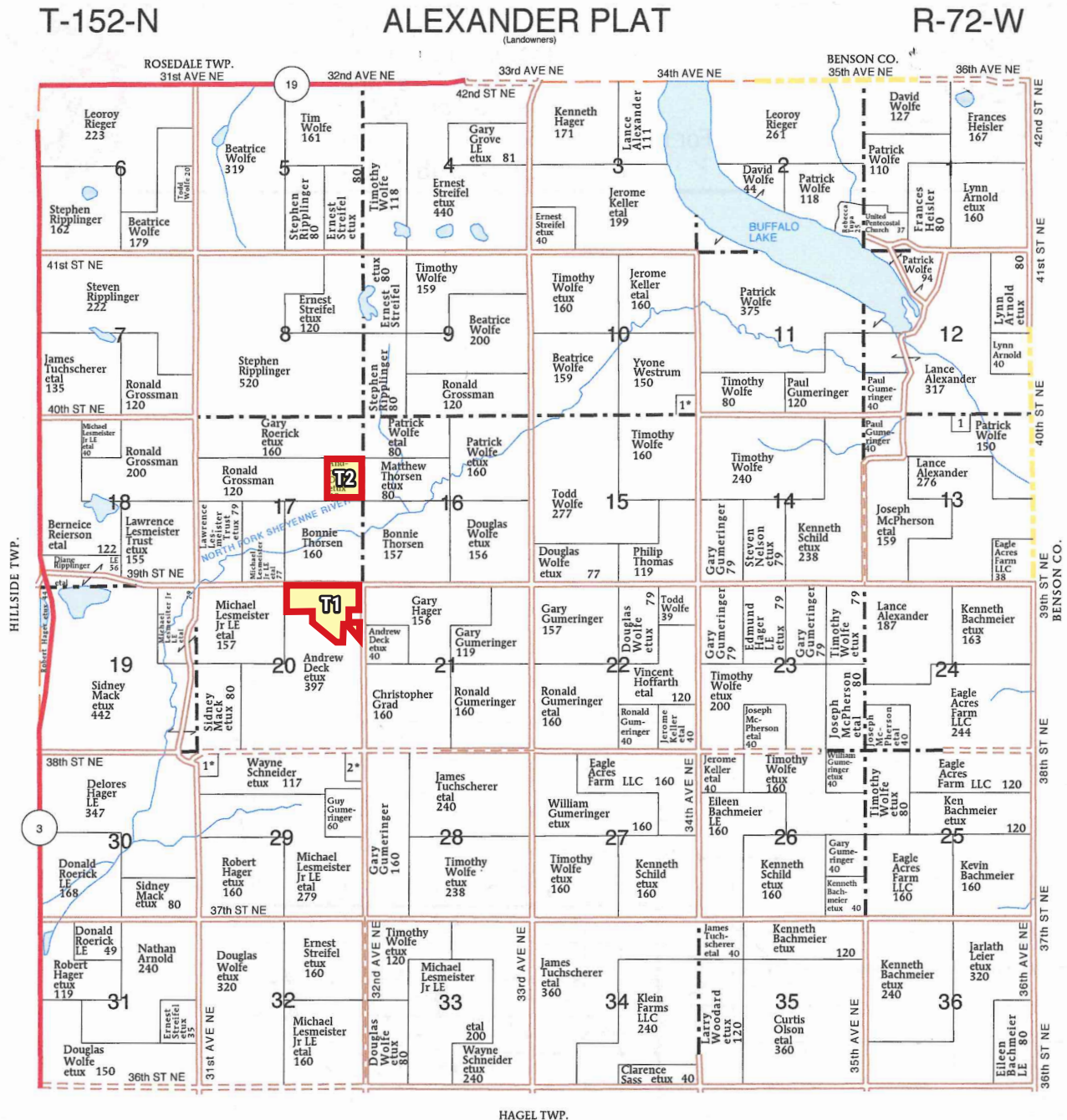
Description: 80± Acre Farmstead (TBD by Survey) in NE1/4 section 20-152-72 & SE1/4NE1/4 Section 17-152-72

Total Acres: 120±

To Be Sold in 2 Tracts!



*Lines are approximate



PIERCE COUNTY, NORTH DAKOTA — ALEXANDER TOWNSHIP

Description: 80± Acre Farmstead (TBD by Survey) in NE1/4 section 20-152-72

Farmstead Address: 3871 32nd Ave. NE, Esmond, ND 58332

Total Acres: 80± (Subject to Survey)

Cropland Acres: 30.91±

CCRP Acres (Est): 18.86±

18.86± Acres @ \$13.00/Acre or \$245.00 Annually. Expires 09/30/2035

Soil Productivity Index (cropland): 51.1

Soils: Heimdal-Esmond-Sisseton loams (45.4%), Heidal-Emrick loams (26.5%), Lowe-Fluvaquents channeled complex (10.1%)

2 Home Details: built in 1912, 2-story (approx. 36'x41'), 5-bedroom, 1-bathroom, main level propane baseboard heat, mudroom/laundry room electric baseboard heat, upstairs is radiator heat (propane gas boiler updated in 1994), windows & siding replaced in 2014, washer/dryer excluded

Outbuilding Details:

3 2 Stall 26'x26' Garage: Heated/Insulated (2 heaters), power, concrete floor, power O/H door

5 Machine Shop: 40'x60', steel frame, dirt floor, electricity, 22'8"x11'8" O/H door, diesel tank excluded

8 Dairy Barn: 50'x60', electricity, south O/H door has electric opener, diesel tank excluded

1 Shed/Playhouse: 18'x14'

7 Cattle Pole Barn: 60'x30'

6 Grain Bins: (2) 1,500 bu., (3) 1,200 bu., solo bin behind house not functional

(3) Wells on Site: 1 supplies home, (2) for cattle (one by pole barn, one in pasture)

2 water spigots on site

(2) leased propane tanks: (1) services the house, (1) services the garage

(2) septic systems: (1) services the house, (1) services the park model

PID #: portion of 05802000

Taxes (2024): \$1,372.00 (includes entire parcel to be surveyed)

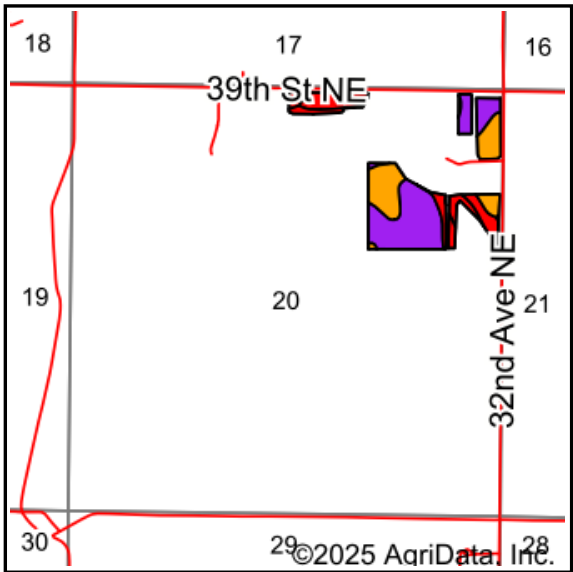
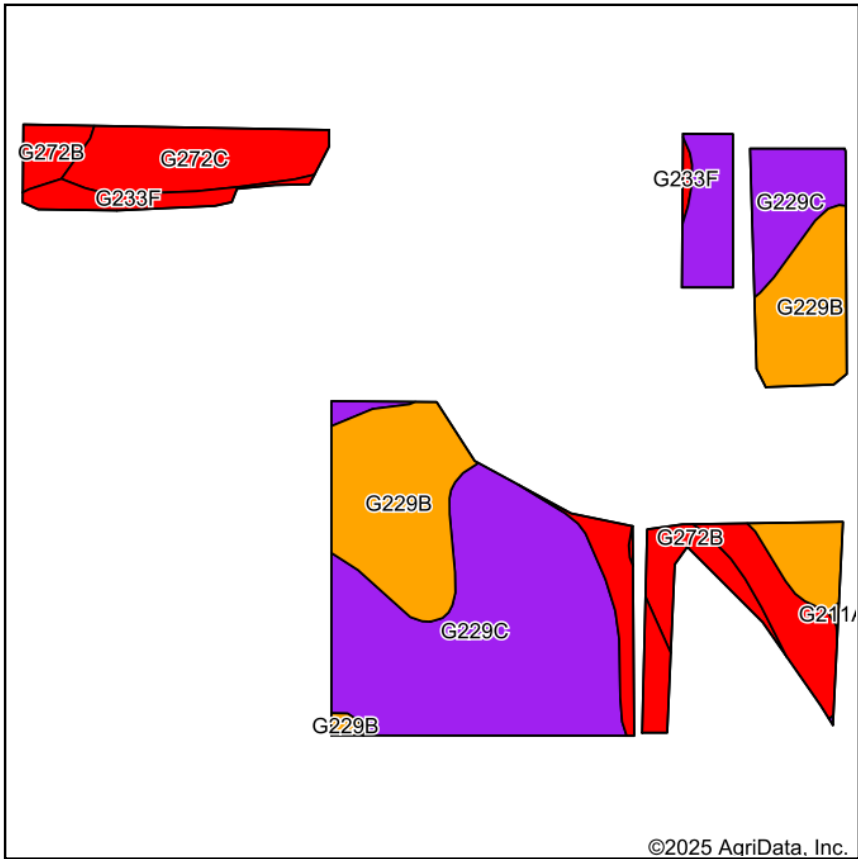


*Lines are approximate



- 1** Shed/Playhouse
- 2** Home
- 3** 2 Stall Garage
- 4** 2015 Woodland Park Model AP - 105 L Grand Canyon
- 5** Machine Shop
- 6** Grain Bins
- 7** Cattle Pole Barn
- 8** Dairy Barn

 (3) Well Locations



Soils data provided by USDA and NRCS.

Area Symbol: ND069, Soil Area Version: 28						
Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
G229C	Heimdal-Esmond-Sisseton loams, 6 to 9 percent slopes	16.70	45.4%		IVe	54
G229B	Heimdal-Emrick loams, 3 to 6 percent slopes	9.71	26.5%		Ile	72
G523A	Lowe-Fluvaquents, channeled complex, 0 to 2 percent slopes, frequently flooded	3.72	10.1%		VIw	21
G272C	Sioux-Arvilla-Renshaw complex, 6 to 9 percent slopes	3.41	9.3%		VIIs	26
G272B	Arvilla-Sioux complex, 2 to 6 percent slopes	2.04	5.6%		IIle	36
G233F	Esmond-Heimdal-Darnen loams, 9 to 35 percent slopes	1.13	3.1%		VIIe	32
Weighted Average					3.90	51.1

*c: Using Capabilities Class Dominant Condition Aggregation Method



PIERCE COUNTY, NORTH DAKOTA — ALEXANDER TOWNSHIP

Description: SE1/4NE1/4 Section 17-152-72

Total Acres: 40±

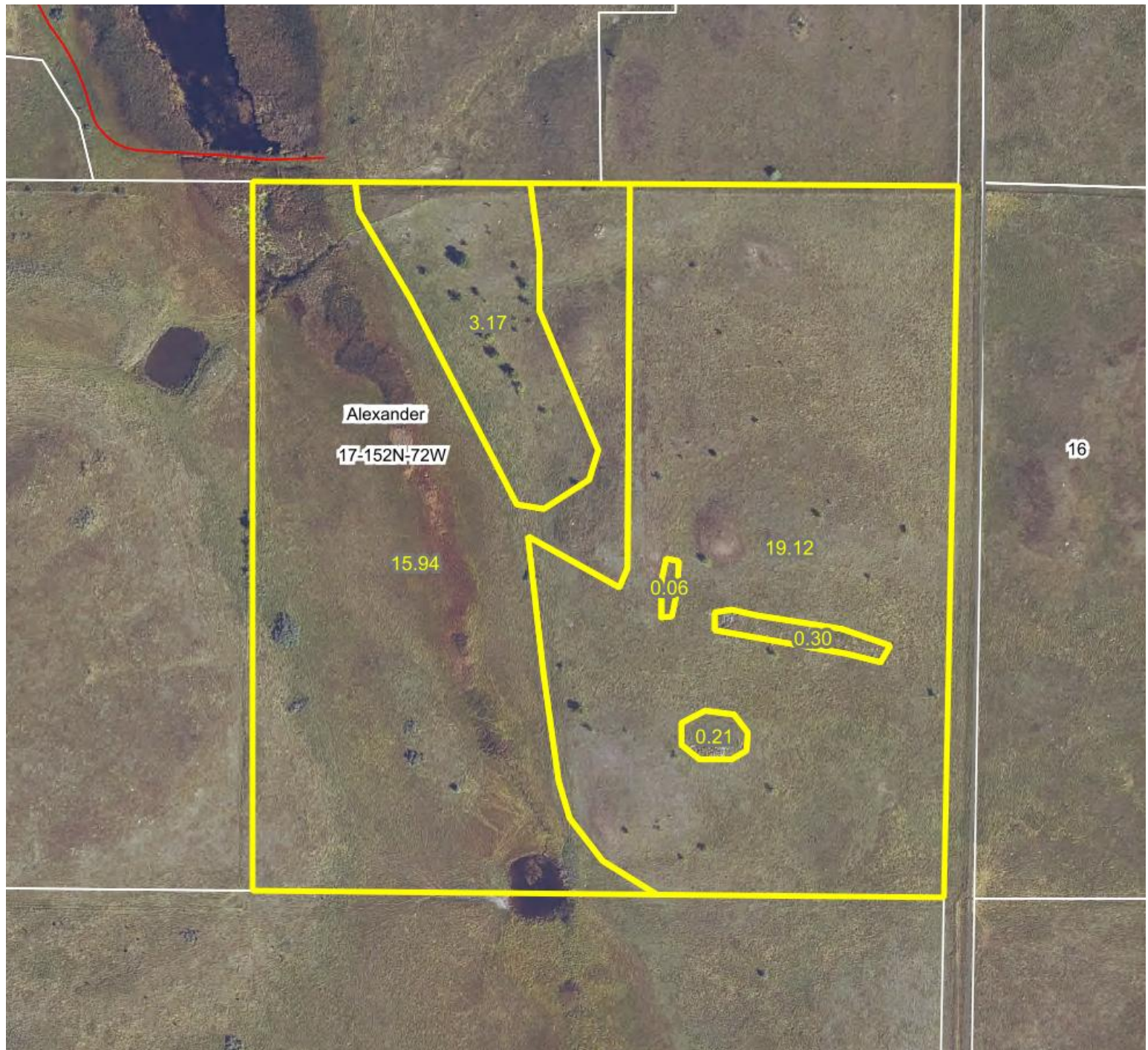
Cropland Acres: 22.29±

PID #: 05777000

Soil Productivity Index (cropland): 46.8

Soils: Esmond-Heimdal-Damen loams (48.9%), Heimdal-Emrick loams (24.7%), Sioux-Arville-Renshaw complex (15.9%)

Taxes (2024): \$111.05



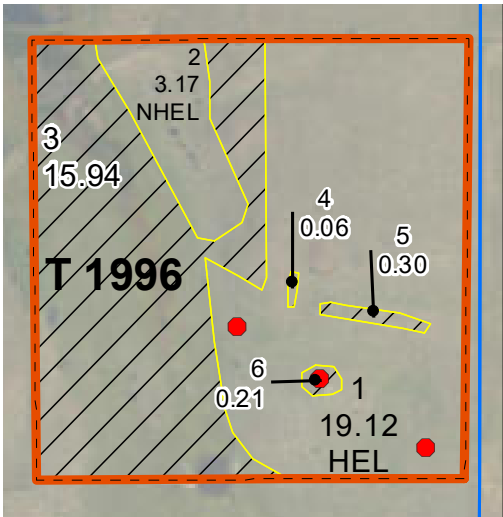
*Lines are approximate



Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
F233D	Esmond-Heimdal-Darnen loams, 6 to 15 percent slopes	10.92	48.9%		Vle	46
F229B	Heimdal-Emrick loams, 3 to 6 percent slopes	5.50	24.7%		Ile	72
F272E	Sioux-Arvilla-Renshaw complex, 9 to 25 percent slopes	3.54	15.9%		Vls	18
F272B	Arvilla-Sioux complex, 2 to 6 percent slopes	2.16	9.7%		IIle	36
G523A	Lowe-Fluvaquents, channeled complex, 0 to 2 percent slopes, frequently flooded	0.17	0.8%		VIw	21
Weighted Average					4.72	46.8

*c: Using Capabilities Class Dominant Condition Aggregation Method





Common Land Unit

Non-Cropland

Cropland

CRP

Tract Boundary

PLSS

Wetland Determination Identifiers

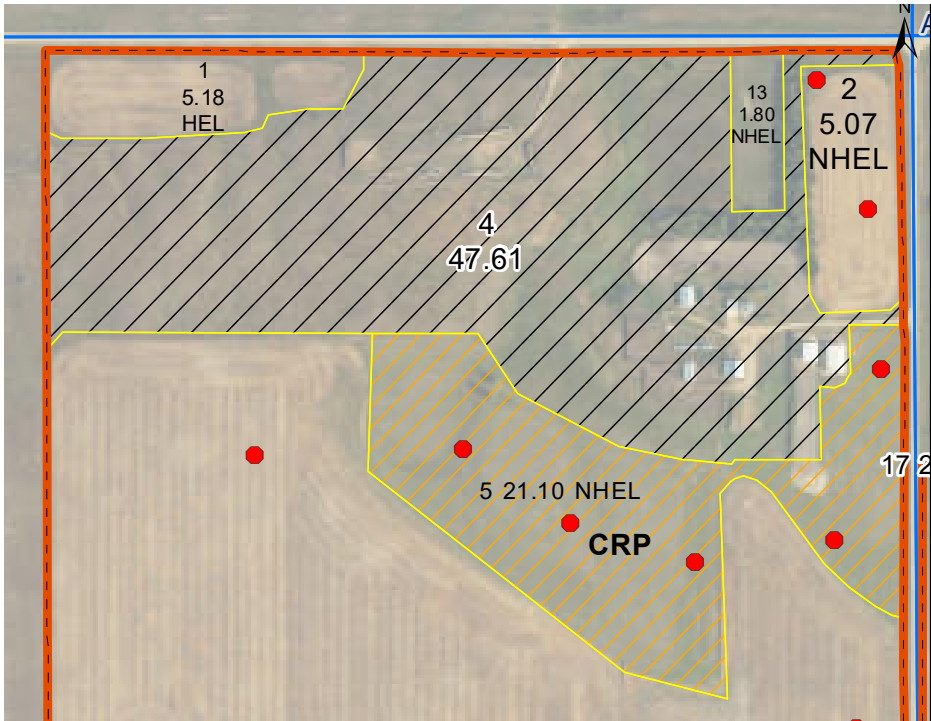
Restricted Use

Limited Restrictions

Exempt from Conservation Compliance Provisions

Unless Otherwise Noted:

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



Tract Number	: 1995
Description	: ESW; E 20; SWNW 21-152-72
FSA Physical Location	: NORTH DAKOTA/PIERCE
ANSI Physical Location	: NORTH DAKOTA/PIERCE
BIA Unit Range Number	:
HEL Status	: HEL field on tract.Conservation system being actively applied
Wetland Status	: Tract contains a wetland or farmed wetland
WL Violations	: None
Owners	: ANDREW J DECK, LORRAINE DECK
Other Producers	:
Recon ID	: None

Tract Land Data

Tract 1995 Continued ...

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
435.70	381.03	381.03	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	359.93	0.00	21.10	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	150.87	0.00	52
Soybeans	122.43	0.00	39
Barley	4.37	0.00	83
Canola	32.26	0.00	1515
TOTAL	309.93	0.00	

Tract Number : 1996

Description : SENE 17-152-72
FSA Physical Location : NORTH DAKOTA/PIERCE
ANSI Physical Location : NORTH DAKOTA/PIERCE
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract contains a wetland or farmed wetland
WL Violations : None
Owners : ANDREW J DECK, LORRAINE DECK
Other Producers :
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
38.80	22.29	22.29	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	22.29	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	1.25	0.00	52
Oats	3.10	0.00	42
Soybeans	1.01	0.00	39
Barley	0.04	0.00	83
Canola	0.27	0.00	1515
TOTAL	5.67	0.00	

2024 Pierce County Real Estate Tax Statement

DECK, ANDREW & LORRAINE
Taxpayer ID: 20580

Parcel Number
05777000

Jurisdiction
25-038-20-00-11

Physical Location
ALEXANTER TOWNSHIP

Legal Description
SE1/4NE1/4
(17-152-72)

2024 TAX BREAKDOWN	
Net consolidated tax	111.05
Plus: Special assessments	0.00
Total tax due	111.05
Less 5% discount, if paid by Feb. 15, 2025	5.55
Amount due by Feb. 15, 2025	105.50
Or pay in two installments (with no discount)	
Payment 1: Pay by Mar. 1st	55.53
Payment 2: Pay by Oct. 15th	55.52

Legislative tax relief (3-year comparison):	2022	2023	2024
Legislative tax relief	81.50	82.67	79.05
Tax distribution (3-year comparison):	2022	2023	2024
True and full value	11,914	11,957	11,345
Taxable value	596	598	567
Less: Homestead credit	0	0	0
Disabled Veterans credit	0	0	0
Net taxable value	596	598	567
Total mill levy	178.07	187.86	195.82
Taxes By District (in dollars):			
County	41.68	44.75	40.31
City/Township	13.01	12.95	12.95
School (after state reduction)	42.62	45.75	48.26
Fire	2.98	2.99	2.87
Other	4.67	4.69	5.52
State	1.20	1.20	1.14
Consolidated Tax	106.16	112.33	111.05
Primary Residence Credit			0.00
Net Tax After Credit			111.05
Net Effective tax rate	0.89%	0.94%	0.98%

Parcel Acres:

Agricultural	40.00 acres
Residential	0.00 acres
Commercial	0.00 acres

Special assessments:
No Special Assessment details available

Notes:
Penalty Dates for Specials & Payment 1
March 2: 3% May 1: 6%
July 1: 9% Oct 15: 12%
Penalty for Payment 2.....Oct 16: 6%
Add 12% Interest per Year delinquent

FOR ASSISTANCE, CONTACT

Office: Karen Migler, Treasurer
240 2ND ST SE, Ste 6
Rugby, ND 58368
Phone: (701) 776-5225



2024 Pierce County Real Estate Tax Statement

DECK, ANDREW & LORRAINE

Taxpayer ID: 20580

Parcel Number
05802000

Jurisdiction
25-038-20-00-11

Physical Location
ALEXANTER TOWNSHIP

Legal Description
NW1/4NE1/4, E1/2NE1/4 LESS 2.53 R/W
(20-152-72)

Legislative tax relief (3-year comparison):	2022	2023	2024
Legislative tax relief	916.16	976.67	976.85
Tax distribution (3-year comparison):	2022	2023	2024
True and full value	142,911	150,981	150,004
Taxable value	6,700	7,065	7,007
Less: Homestead credit	0	0	0
Disabled Veterans credit	0	0	0
Net taxable value	6,700	7,065	7,007
Total mill levy	178.07	187.86	195.82
Taxes By District (in dollars):			
County	468.41	528.75	498.07
City/Township	146.20	153.03	160.04
School (after state reduction)	479.05	540.54	596.37
Fire	33.50	35.33	35.46
Other	52.53	55.46	68.18
State	13.40	14.14	14.02
Consolidated Tax	1,193.09	1,327.25	1,372.14
Primary Residence Credit			0.00
Net Tax After Credit			1,372.14
Net Effective tax rate	0.83%	0.88%	0.91%

2024 TAX BREAKDOWN

Net consolidated tax	1,372.14
Plus: Special assessments	0.00
Total tax due	1,372.14
Less 5% discount, if paid by Feb. 15, 2025	68.61
Amount due by Feb. 15, 2025	1,303.53

Or pay in two installments (with no discount)

Payment 1: Pay by Mar. 1st	686.07
Payment 2: Pay by Oct. 15th	686.07

Parcel Acres:

Agricultural	116.47 acres
Residential	1.00 acres
Commercial	0.00 acres

Special assessments:

No Special Assessment details available

Notes:

Penalty Dates for Specials & Payment 1

March 2: 3% May 1: 6%

July 1: 9% Oct 15: 12%

Penalty for Payment 2.....Oct 16: 6%

Add 12% Interest per Year delinquent

FOR ASSISTANCE, CONTACT

Office: Karen Migler, Treasurer
240 2ND ST SE, Ste 6
Rugby, ND 58368

Phone: (701) 776-5225







1 | Machine Shop



2 | Dairy Barn - North Side



2 | Dairy Barn - South Side



3 | Cattle Pole Barn





Shed/Playhouse



4 | Grain Bins



Kitchen



Living Room



Upstairs Bedroom



Upstairs Bedroom



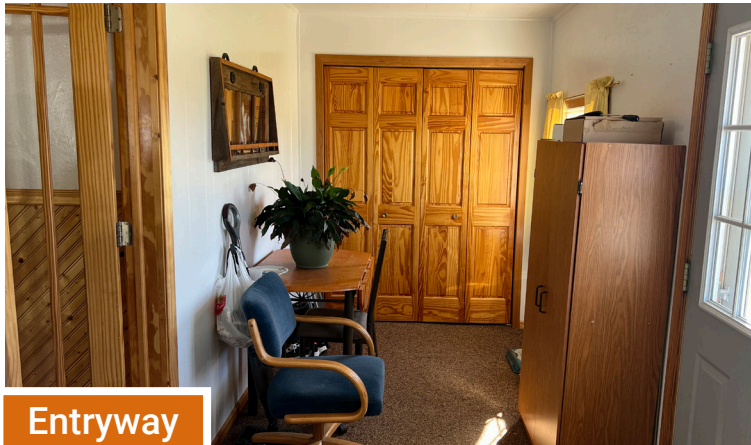
Basement



Basement



2 Stall 26'x26' Garage



Entryway



Bathroom



Mudroom/Laundry Room



Mudroom/Laundry Room



Hallway



Main Bedroom





2015 Woodland Park Model AP - 105 L Grand Canyon

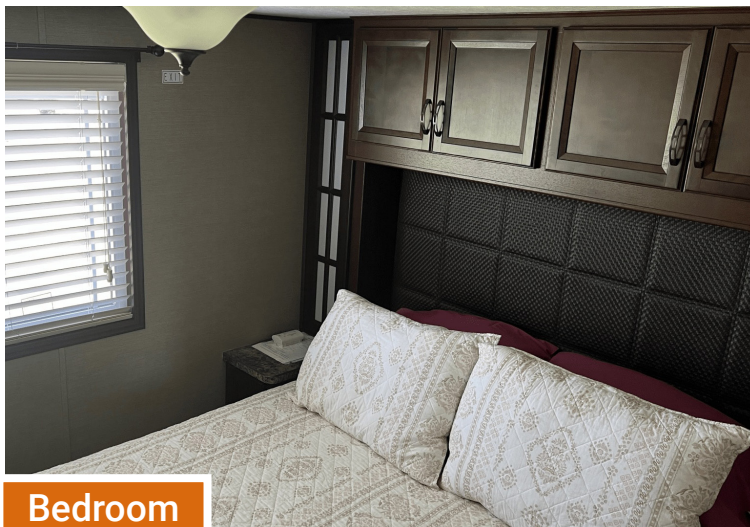
- 1 Bedroom, 3/4 Bathroom
- Central air
- Electric fireplace
- Surround sound system
- Upper loft



Living Room



Living Room Entertainment Stand



Bedroom



Bedroom



Stairway & Bedroom Entrance



Bathroom



Bathroom



Kitchen/Dining Area



Dining Area Entrance



Loft

Earnest Money Receipt & Purchase Agreement

Pierce County, ND

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 receipted 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:

PIERCE COUNTY
NORTH DAKOTA

**120±
Acres**



SteffesGroup.com | (701) 237-9173
2000 Main Avenue East, West Fargo, ND 58078