



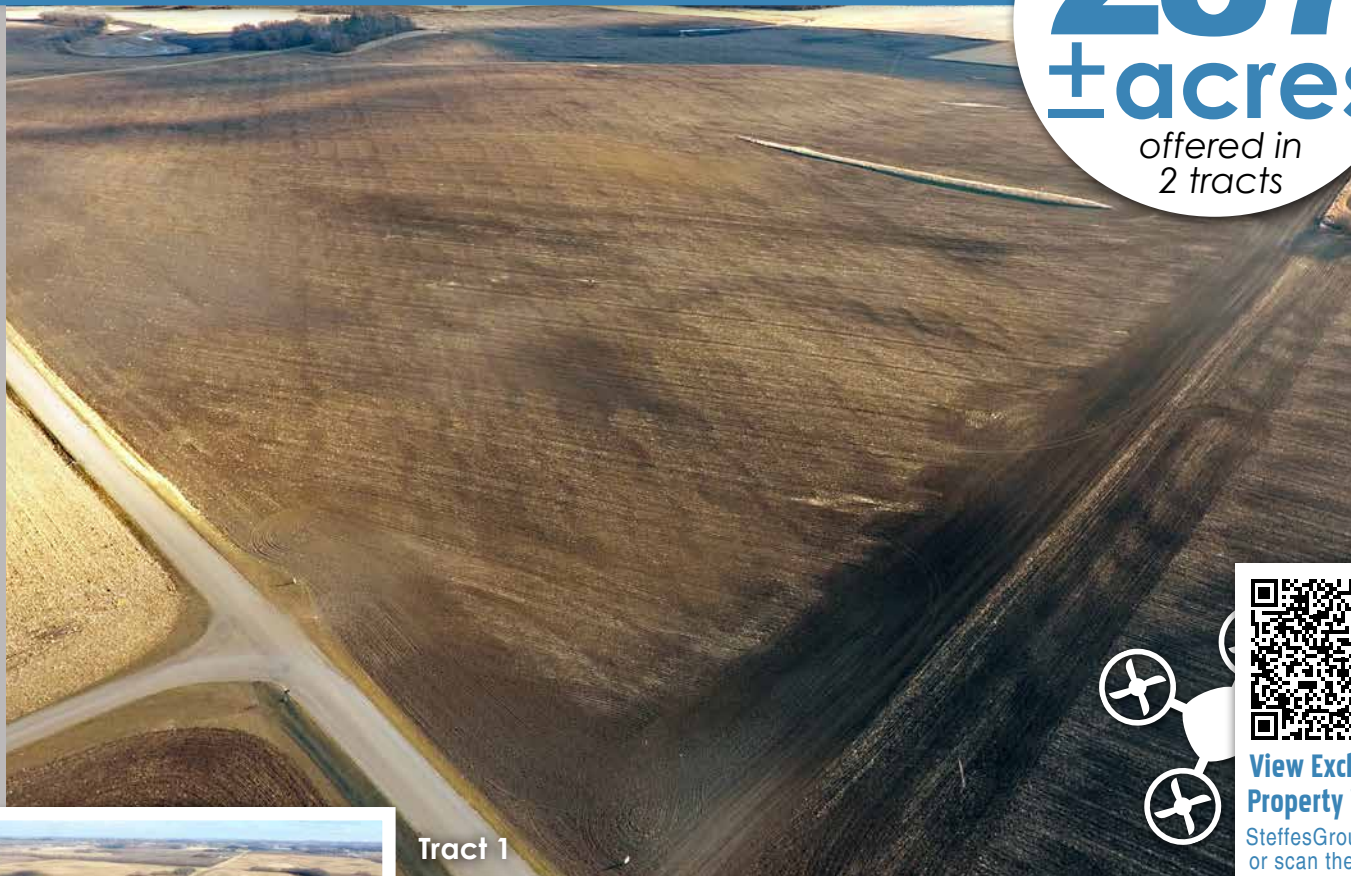
buyer's PROSPECTUS

Timed Online Auction ²⁰¹⁷

Thursday, December 28, 8AM-12PM

287 ± acres

offered in
2 tracts



**View Exclusive
Property Video**

SteffesGroup.com
or scan the code!



Tract 1

Tract 2

Otter Tail County, MN

St. Olaf Township

Land Located: From Dalton, MN, east 2 miles on Co. Hwy. 12, south & east on Co. Rd. 117, north 1/4 mile on 305th Ave, east 3/4 mile on 135th St.
From Ashby, MN, north 5 miles on Co. Hwy. 47, east 1-1/4 mile on 135th St.

Huse Family, Owner

Cheryl Buhr, Constance Albertson,
Denise Albertson, & Linda Risbrudt

2000 Main Avenue East, West Fargo, ND 58078
Max Steffes MN14-031, Brad Olstad MN 14-70, Scott Steffes MN14-51

SteffesGroup.com

TERMS: 10% down upon signing purchase agreement
with balance due at closing in 45 days.

Land Auction

Contact **701.237.9173**
Max Steffes 701.212.2849
or Brad Olstad 701.238.0240

TERMS & CONDITIONS.

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 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

This is an online only auction with no buyer's premium.

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.

This property sells for cash with no owner financing. Bidders must have financing secured prior to bidding. The sale of this property IS NOT contingent on the bidder securing financing.

The auction begins at 8:00AM and will end at 12:00PM Thursday, December 28, 2017.

- 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 purchase price will be required. Those funds will be placed in a Real Estate Trust Account as good faith money until closing.
- The contract signing will take place at Steffes Group, 2000 Main Avenue East, West Fargo ND.
- If the winning bidder is unable to come to the Steffes office for signing of the contract, contact Max Steffes 701.237.9173. Arrangements will be made to email or fax a copy of the contract for signature. The buyer would fax the signed copy back to 701.237.0976 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 with cashier's check at closing on or before Thursday, February 15, 2018.**

- Closing will take place at a professional closing company agreeable to both buyer and seller.
- Seller will provide up-to-date abstract(s) at their expense and will convey property by Warranty Deed.
- **2017 taxes to be paid by Seller. 2018 taxes to be paid by Buyer.** 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 minimum bid raise will be \$1,000.00
- **THE PROPERTY WILL BE SOLD AS IS WITH NO WARRANTIES EXPRESSED OR IMPLIED.**
- **THE PROPERTY WILL BE SOLD SUBJECT TO 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

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

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 Multi-Tract Bidding Process

Please note the bidding will not close on any tract until there has been no bidding activity on any of the tracts for a period of 4 minutes.

This is accomplished through the bid extension and lot linking features 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 on any of the tracts. Our goal is to realize the highest return to the seller, and satisfy all interested parties by allowing bidders who are interested in one tract to have the same opportunity as multi-tract buyers. **All bidding will be on a per tract basis. We will not have "per acre" bidding.**

CATALOG ORDER

EXTENDED

#1 Cavalier County, ND Land Auction - 153.24± Acres

Description: NW ¼ Section 5-163-57

Deeded Acres: 153.24+/-

Cropland Acres: 124+/-

Wooded Acres: 26+/-

Soil Productivity Index: 75

Taxes (*15): \$978.47



00:04:00

US \$125,000.00 (2 bids)



[More Photos](#)

EXTENDED

#2 Cavalier County, ND Land Auction - 150.44± Acres

Description: NE ¼ Section 5-163-57

Deeded Acres: 150.44+/-

Cropland Acres: 110+/-

Wooded Acres: 40+/-

Soil Productivity Index: 82

Taxes (*15): \$959.68



00:04:00

US \$100,000.00 (1 bids)



[More Photos](#)

EXTENDED

#3 Cavalier County, ND Land Auction - 120± Acres

Description: W ½ SW ¼ & NE ¼ SW ¼
Section 9-163-57

Deeded Acres: 120+/-

Cropland Acres: 103+/-

Soil Productivity Index: 80

Taxes (*15): \$957.62



00:04:00

US \$115,000.00 (5 bids)



[More Photos](#)

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 his or her highest and best bid. PLEASE NOTE THIS IS A SAMPLE FOR THE TIMED ONLINE MULTI-TRACT BIDDING PLATFORM AND DOES NOT REPRESENT THIS AUCTION SALE!



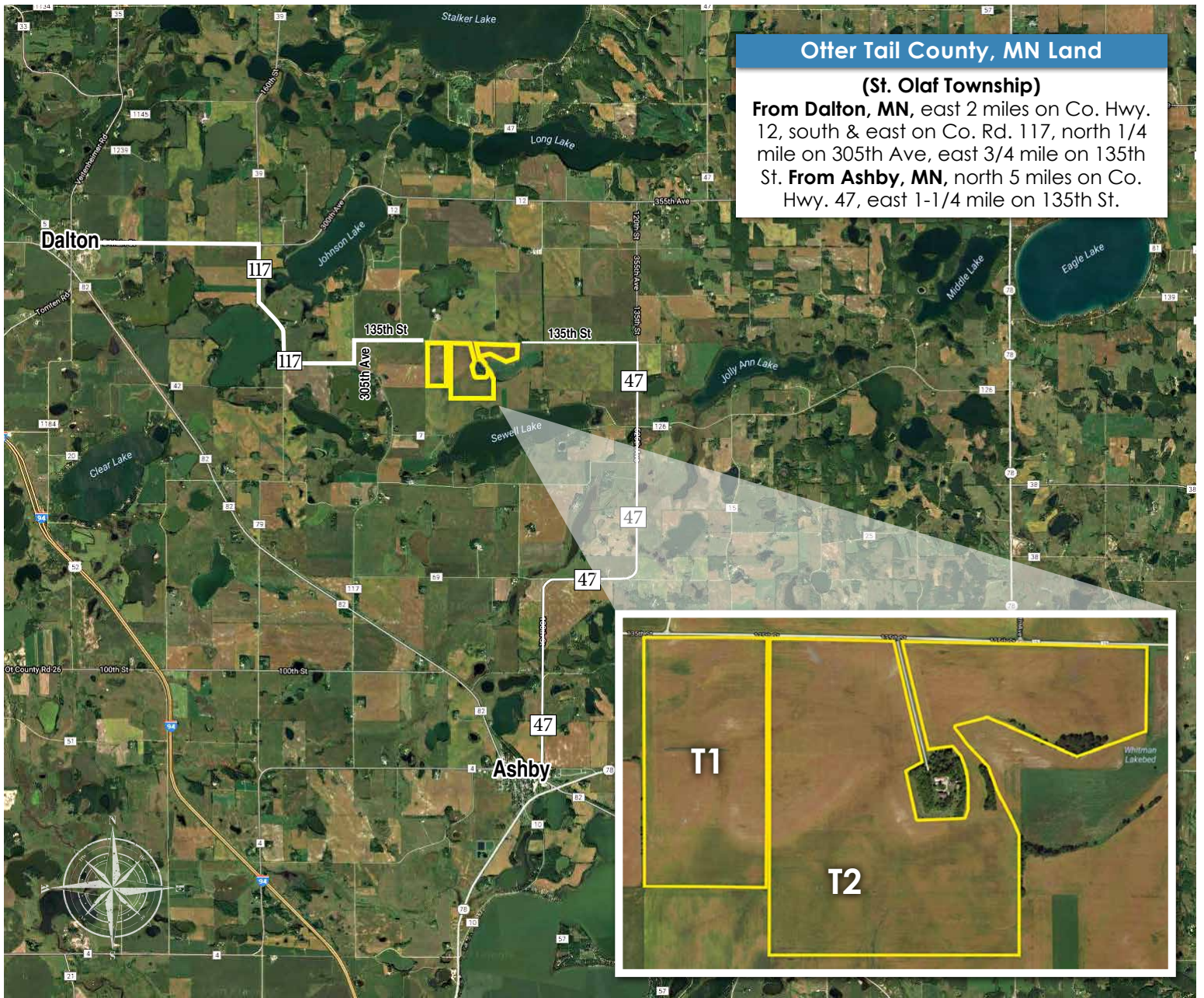
Lots with this symbol are linked together throughout the entire auction and will close together.



Tract 1



Tract 2



Otter Tail County, MN Land
(St. Olaf Township)
From Dalton, MN, east 2 miles on Co. Hwy. 12, south & east on Co. Rd. 117, north 1/4 mile on 305th Ave, east 3/4 mile on 135th St. **From Ashby, MN**, north 5 miles on Co. Hwy. 47, east 1-1/4 mile on 135th St.

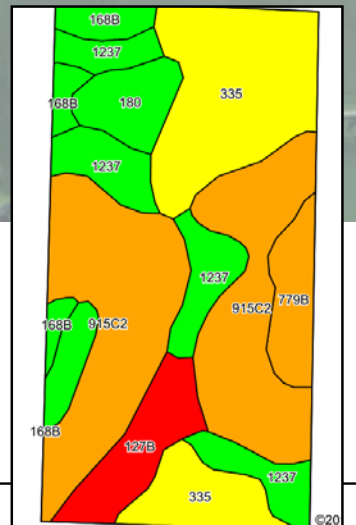
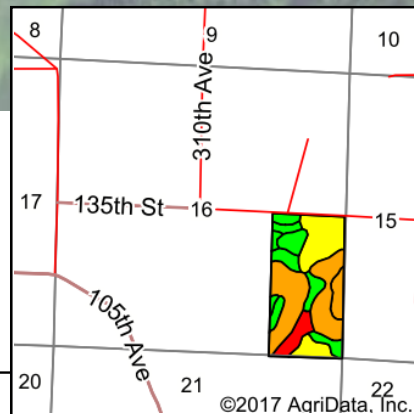
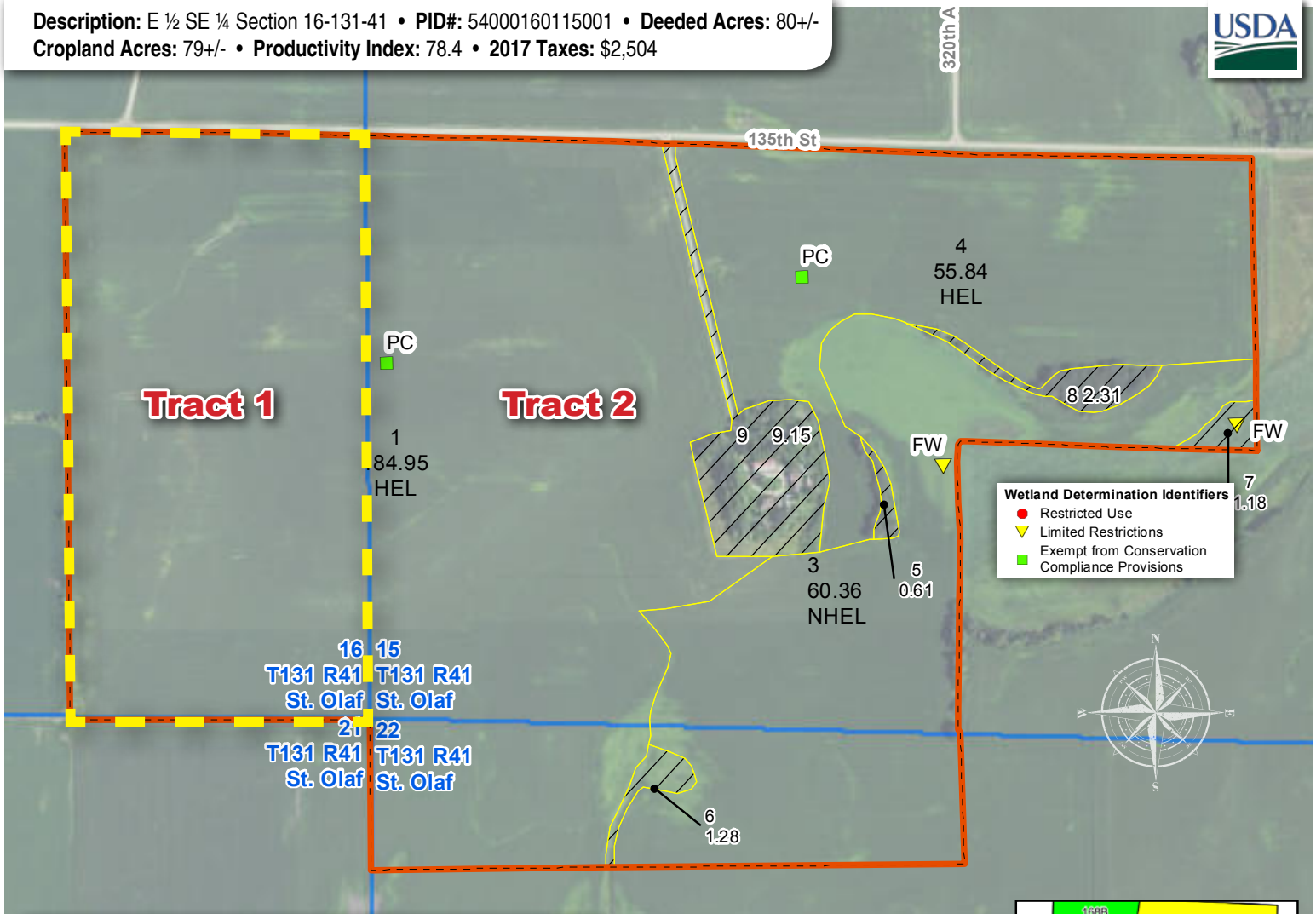


Awesome opportunity to purchase 287.29+/- deeded acres of productive & accessible farmland in the Ashby/Dalton, MN area. Nearly all the acres on this farm are tillable cropland acres with highly productive loam and clay loam soils. This land has been held within the Huse family for decades. This farm will be sold in two tracts.

Tract 1 Lines approximate

Otter Tail County, MN

Description: E 1/2 SE 1/4 Section 16-131-41 • **PID#:** 54000160115001 • **Deeded Acres:** 80+/-
Cropland Acres: 79+/- • **Productivity Index:** 78.4 • **2017 Taxes:** \$2,504



Area Symbol: MN111, Soil Area Version: 12

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
915C2	Forman-Buse complex, 6 to 12 percent slopes, moderately eroded	29.83	37.2%		Ille	80
335	Urness mucky silty clay loam, occasionally ponded, 0 to 1 percent slopes	19.63	24.5%		Illw	69
1237	Lakepark-Parnell, occasionally ponded, complex, 0 to 2 percent slopes	13.15	16.4%		Ilw	92
127B	Sverdrup sandy loam, 2 to 6 percent slopes	5.73	7.2%		Ille	49
779B	Peever-Mehurin complex, 2 to 6 percent slopes	4.12	5.1%		Ile	77
180	Gonvick loam, 1 to 4 percent slopes	3.94	4.9%		lw	98
168B	Forman clay loam, 2 to 6 percent slopes	3.71	4.6%		Ile	94
Weighted Average						78.4

*c: Using Capabilities Class Dominant Condition Aggregation Method. Soils data provided by USDA & NRCS.

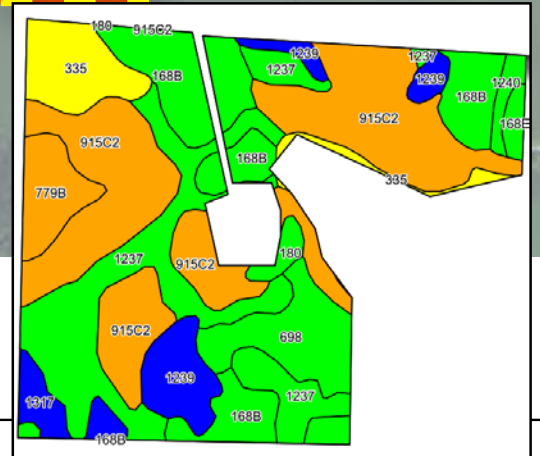
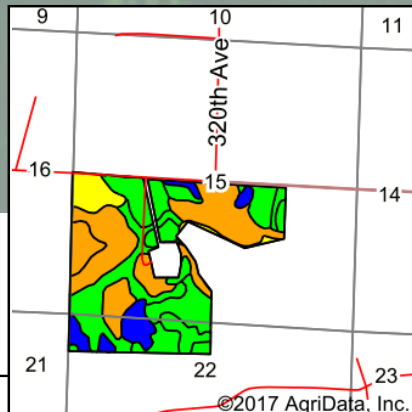
Tract 2 Lines approximate

Otter Tail County, MN

Description: Lots 2, 3, EX TR, 5 EX TR & W 1/2 SW 1/4 15-131-41 & N20 AC OF GL 3 & N 1/2 NW 1/4 NW 1/4 22-131-41
PID#: 54000150111900 & 54000220151001 • **Deeded Acres:** 207.29+/- • **Cropland Acres:** 205+/- • **Productivity Index:** 86
2017 Taxes: \$7,060



16 15
T131 R41 T131 R41
St. Olaf St. Olaf
21 22
T131 R41 T131 R41
St. Olaf St. Olaf



Area Symbol: MN111, Soil Area Version: 12

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
915C2	Forman-Buse complex, 6 to 12 percent slopes, moderately eroded	69.38	33.3%		Ille	80
1237	Lakepark-Parnell, occasionally ponded, complex, 0 to 2 percent slopes	42.80	20.6%		Ilw	92
168B	Forman clay loam, 2 to 6 percent slopes	35.75	17.2%		Ile	94
698	Doran clay loam	14.46	6.9%		I	98
335	Urness mucky silty clay loam, occasionally ponded, 0 to 1 percent slopes	14.11	6.8%		Illw	69
1239	Quam silty clay loam, occasionally ponded, 0 to 1 percent slopes	12.68	6.1%		Illw	88
779B	Peever-Mehurin complex, 2 to 6 percent slopes	8.83	4.2%		Ile	77
1317	Vallers clay loam, 0 to 2 percent slopes	5.51	2.6%		Ilw	90
1240	Roliss loam, 0 to 2 percent slopes	2.29	1.1%		Ilw	92
180	Gonvick loam, 1 to 4 percent slopes	2.27	1.1%		Iw	98
Weighted Average						86.3

*c: Using Capabilities Class Dominant Condition Aggregation Method. Soils data provided by USDA & NRCS.

OTTER TAIL COUNTY, MN
 Wayne Stein, Auditor-Treasurer
 570 Fir Avenue West
 Fergus Falls, MN 56537-1364
 218-998-8295
 www.co.otter-tail.mn.us

PROPERTY ID#: R 54000160115001

ID#: 32682
 Bill#: 34810

Taxpayer:

CONSTANCE JEAN ALBERTSON ET AL
 611 TWO RIVERS RD
 FERGUS FALLS MN 56537-4006

Tax Desc:

Sect-16 Twp-131 Range-041 E1/2 SE1/4

2017 Property Tax Statement

VALUES AND CLASSIFICATION			
Step 1	Taxes Payable Year Classification	2016 AG NHSTD	2017 AG NHSTD
	Estimated Market Value	313,900	300,700
	Improvements Excluded		
	Homestead Exclusion		
	Taxable Market Value	313,900	300,700
Step 2	New Improvements / Expired Exclusions		
	<i>Sent in March 2016</i>		
Step 3	PROPOSED TAX		
	Proposed Tax		2,502.00
<i>Sent in November 2016</i>			
PROPERTY TAX STATEMENT			
	First-half Taxes		1,252.00
	Second-half Taxes		1,252.00
	Total Taxes due in 2017		2,504.00

\$\$\$
 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.

	2016	2017
Taxes Payable Year:		
1. Use this amount on Form M1PR to see if you are eligible for a homestead credit refund. File by August 15. If this box is checked, you owe delinquent taxes and are not eligible. <input type="checkbox"/>		
2. Use this amount for the special property tax refund on schedule 1 of Form M1PR		
Property Tax and Credits		
3. Property taxes before credits	2,597.55	2,504.00
4. A. Agricultural market value credits to reduce your property tax		
B. Other credits to reduce your property tax		
5. Property taxes after credits	2,597.55	2,504.00
Property Tax by Jurisdiction		
6. Otter Tail County	1,321.54	1,258.65
7. City or Town ST OLAF TOWNSHIP	440.72	412.05
8. State General Tax		
9. School District 0261	661.70	659.11
A. Voter Approved Levies	154.00	153.92
B. Other Local Levies	19.59	20.27
10. Special Taxing Districts OTTER TAIL COUNTY HRA		
11. Non-school voter approved referenda levies		
12. Total property tax before special assessments	2,597.55	2,504.00
Special Assessments on Your Property		
13. Special assessments Principal: Interest:	268.45	
14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS	2,866.00	2,504.00



OTTER TAIL COUNTY, MN
 Wayne Stein, Auditor-Treasurer
 570 Fir Avenue West
 Fergus Falls, MN 56537-1364
 218-998-8295
 www.co.otter-tail.mn.us

PROPERTY ID#: R 54000150111900

ID#: 32682
 Bill#: 34803

Taxpayer:

CONSTANCE JEAN ALBERTSON ET AL
 611 TWO RIVERS RD
 FERGUS FALLS MN 56537-4006

Tax Desc:

Sect-15 Twp-131 Range-041 W1/2 SW1/4 LOTS 2, 3 EX TR, 5 EX TR &

2017 Property Tax Statement			
VALUES AND CLASSIFICATION			
Step 1	Taxes Payable Year Classification	2016 AG NHSTD	2017 AG NHSTD
	Estimated Market Value	742,800	693,400
	Improvements Excluded		
	Homestead Exclusion		
	Taxable Market Value	742,800	693,400
Step 2	<i>Sent in March 2016</i> PROPOSED TAX		
	Proposed Tax		5,770.00
Step 3	<i>Sent in November 2016</i> PROPERTY TAX STATEMENT		
	First-half Taxes		2,887.00
	Second-half Taxes		2,887.00
	Total Taxes due in 2017		5,774.00

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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:		2016	2017
1. Use this amount on Form M1PR to see if you are eligible for a homestead credit refund. File by August 15. If this box is checked, you owe delinquent taxes and are not eligible.	<input type="checkbox"/>		
2. Use this amount for the special property tax refund on schedule 1 of Form M1PR			
Property Tax and Credits			
3. Property taxes before credits		6,148.10	5,774.00
4. A. Agricultural market value credits to reduce your property tax			
B. Other credits to reduce your property tax			
5. Property taxes after credits		6,148.10	5,774.00
Property Tax by Jurisdiction			
6. Otter Tail County		3,128.62	2,902.28
7. City or Town	ST OLAF TOWNSHIP	1,042.89	950.17
8. State General Tax		1,565.82	1,519.87
9. School District	0261	364.42	354.94
	A. Voter Approved Levies		
	B. Other Local Levies	46.35	46.74
10. Special Taxing Districts	OTTER TAIL COUNTY HRA		
11. Non-school voter approved referenda levies			
12. Total property tax before special assessments		6,148.10	5,774.00
Special Assessments on Your Property			
13. Special assessments	Principal: Interest:	615.90	
14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS		6,764.00	5,774.00



OTTER TAIL COUNTY, MN
 Wayne Stein, Auditor-Treasurer
 570 Fir Avenue West
 Fergus Falls, MN 56537-1364
 218-998-8295
 www.co.otter-tail.mn.us

PROPERTY ID#: R 54000220151001

ID#: 32682
 Bill#: 34870

Taxpayer:

CONSTANCE JEAN ALBERTSON ET AL
 611 TWO RIVERS RD
 FERGUS FALLS MN 56537-4006

Tax Desc:

Sect-22 Twp-131 Range-041 NW1/4 N 20 AC OF GL 3 & N1/2 NW1/4

2017 Property Tax Statement			
VALUES AND CLASSIFICATION			
Step 1	Taxes Payable Year Classification	2016 AG NHSTD	2017 AG NHSTD
	Estimated Market Value	162,500	154,500
	Improvements Excluded		
	Homestead Exclusion		
	Taxable Market Value	162,500	154,500
Step 2	<i>Sent in March 2016</i> PROPOSED TAX		
	Proposed Tax		1,286.00
Step 3	<i>Sent in November 2016</i> PROPERTY TAX STATEMENT		
	First-half Taxes		643.00
	Second-half Taxes		643.00
	Total Taxes due in 2017		1,286.00

\$\$\$
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:		2016	2017
1. Use this amount on Form M1PR to see if you are eligible for a homestead credit refund. File by August 15. If this box is checked, you owe delinquent taxes and are not eligible. <input type="checkbox"/>			
2. Use this amount for the special property tax refund on schedule 1 of Form M1PR			
Property Tax and Credits			
3. Property taxes before credits		1,344.40	1,286.00
4. A. Agricultural market value credits to reduce your property tax			
B. Other credits to reduce your property tax			
5. Property taxes after credits		1,344.40	1,286.00
Property Tax by Jurisdiction			
6. Otter Tail County		683.84	646.14
7. City or Town ST OLAF TOWNSHIP		228.15	211.71
8. State General Tax			
9. School District 0261		342.55	338.65
A. Voter Approved Levies		79.72	79.09
B. Other Local Levies		10.14	10.41
10. Special Taxing Districts OTTER TAIL COUNTY HRA			
11. Non-school voter approved referenda levies			
12. Total property tax before special assessments		1,344.40	1,286.00
Special Assessments on Your Property			
13. Special assessments Principal: Interest:		139.60	
14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS		1,484.00	1,286.00

“DRAIN 70 IMPROVEMENT PROJECT & MAINTENCE FUND”

Please note, all three parcels will be assessed for the *Drain 70 Improvement project*. The BUYER will assume these specials. Please note these special assessment will be apportioned over a 15-year period with interest at a rate of 4% and be added to the yearly tax statements.

- PID# 54000160115001 - \$9,701.09 (Tract 1)
- PID# 54000150111900 - \$24,296.35 (Tract 2)
- PID# 54000220151001 - \$7,172.45 (Tract 2)



Minnesota
West Otter Tail

U.S. Department of Agriculture
Farm Service Agency

FARM: 10623
Prepared: 11/21/17 10:37 AM
Crop Year: 2018
Page: 2 of 2

Report ID: FSA-156EZ

Abbreviated 156 Farm Record

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Tract Number: 1598 Description: SE4 S16;SW4,NW4SE4 S15; S22/STOL

BIA Range Unit Number:

HEL Status: HEL: conservation system is being actively applied

Wetland Status: Tract contains a wetland or farmed wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
315.68	301.15	301.15	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP	Native Sod	
0.0	0.0	301.15	0.0	0.0	0.0	

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
CORN	153.43		160	0.0
SOYBEANS	147.59		41	0.0
Total Base Acres:	301.02			

Owners: CONSTANCE JEAN ALBERTSON
LINDA M RISBRUDT

DENISE GAIL ALBERTSON
CHERYL L BUHR

Other Producers: None



EARNEST MONEY RECEIPT & PURCHASE AGREEMENT

SteffesGroup.com



EARNEST MONEY RECEIPT AND 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 _____ \$ _____

- 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.
- Prior to closing SELLER at SELLER'S expense shall furnish BUYER an abstract updated to a current date showing 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.
- 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.
- 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.
- 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.
- North Dakota Taxes: _____
- 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.
- Closing of the sale is to be on or before _____ Possession will be at closing.
- 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.
- 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.
- 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.
- Any other conditions: _____
- Steffes Group, Inc. stipulates they represent the SELLER in this transaction.

Buyer: _____

Seller: _____

Steffes Group, Inc.

Seller's Printed Name & Address:



Land Auction

Otter Tail County, MN

Timed Online Auction ²⁰¹⁷

Thursday, December 28, 8AM-12PM

287 ± acres

offered in
2 tracts



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Tract 1



Tract 2



Tract 1

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