



buyer's PROSPECTUS

Wednesday, December 27 @ 11AM ²⁰¹⁷

320
± acres
offered in
2 tracts



**View Exclusive
Property Video**
SteffesGroup.com
or scan the code!

Cass County, ND
Clifton Township

Auction Location

Holiday Inn, 3803 13th Avenue S,
Fargo, ND 58103

Land Location

Southwest of Alice, ND 1 mile. From Alice,
1 mile west on Cass Co. Hwy. 6, 1 mile south
on 138th Ave SE. Land on east side of road.

Land Auction

**Mitchell & Billinda
Lemnus, Owners**

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

2000 Main Avenue East, West Fargo, ND 58078
Brad Olstad ND319, Max Steffes ND999, Scott Steffes ND81

SteffesGroup.com

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

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.

- All bidders must register their name, address, and telephone number in order to receive a bidding number.
- Auction staff will be at the sale site approximately one hour prior to sale time. 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 the Steffes Group Auction Trust Account as good faith money until closing.
- Purchasers who are unable to close because of insufficient funds will be in default and the deposit money will be forfeited.
- Balance of the purchase price must be paid in full with cashier's check at closing on or before **Thursday, February 15, 2018**.
- Seller will provide up-to-date date abstracts 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.
- All bidding will be on a per tract basis. We will not have "per acre" bidding.
- All tracts will be offered on an individual basis. At the conclusion of the first round of bidding a recess will be taken. Bidding will then be reopened (at the last bid received) and all tracts will be offered again. The bidding will continue at the auctioneer's discretion. Our goal is to realize the highest return to the seller, and to satisfy all interested parties by allowing bidders who are interested in one tract to have the same opportunity as multi-tract buyers.

- 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 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.
- **THE PROPERTY WILL BE SOLD AS IS WITH NO WARRANTIES EXPRESSED OR IMPLIED.**
- **THE PROPERTY WILL BE SOLD SUBJECT TO OWNER 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, express 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 to either 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.

CLOSING

The successful bidder will be required, at the close of the auction, to complete the Earnest Money Receipt and Purchase Agreement. A sample

contract is included in this Prospectus. Balance of the purchase price is due in cash at closing on or before **Thursday, February 15, 2018**. Closing will take place at a professional closing company mutually agreeable to both Buyer & Seller.

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 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 wells.

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.

Selling Choice with the Privilege

Tracts #1 & 2 will be sold be so much an acre X the multiplier (acres) for each tract and will be sold Choice with the Privilege, whereas the high bidder may take any or all tracts or any combination of tracts, in any order, for their high bid. This will continue until all tracts are sold. Tracts will not be recombined.

The bidding will continue at the auctioneer's discretion and only one break will be taken unless another break is requested by interested parties or if the auctioneer deems necessary.

Sample Multi-Tract Bidding Grid. This is an AUCTION! To the Highest Bidder. The numbers on the sample grid do not reflect any expected value on the tracts we are selling.

	MULTIPLIER		High Bidder Price	Purchase Price
Tract #1 Multiplier	160 Recorded Acres	X	\$1,000.00	\$160,000.00
Tract #2 Multiplier	160 Recorded Acres	X	\$1,000.00	\$160,000.00

320+/- acres with approximately 295+/- tillable acres located near Alice, ND. This farm will be sold in two tracts and is made up of fertile Barnes-Svea/Buse Loam soils. The land is easy to access being located only one mile off blacktop. This is a fantastic opportunity to add additional acres to your farming operation for the 2018 crop year and beyond!

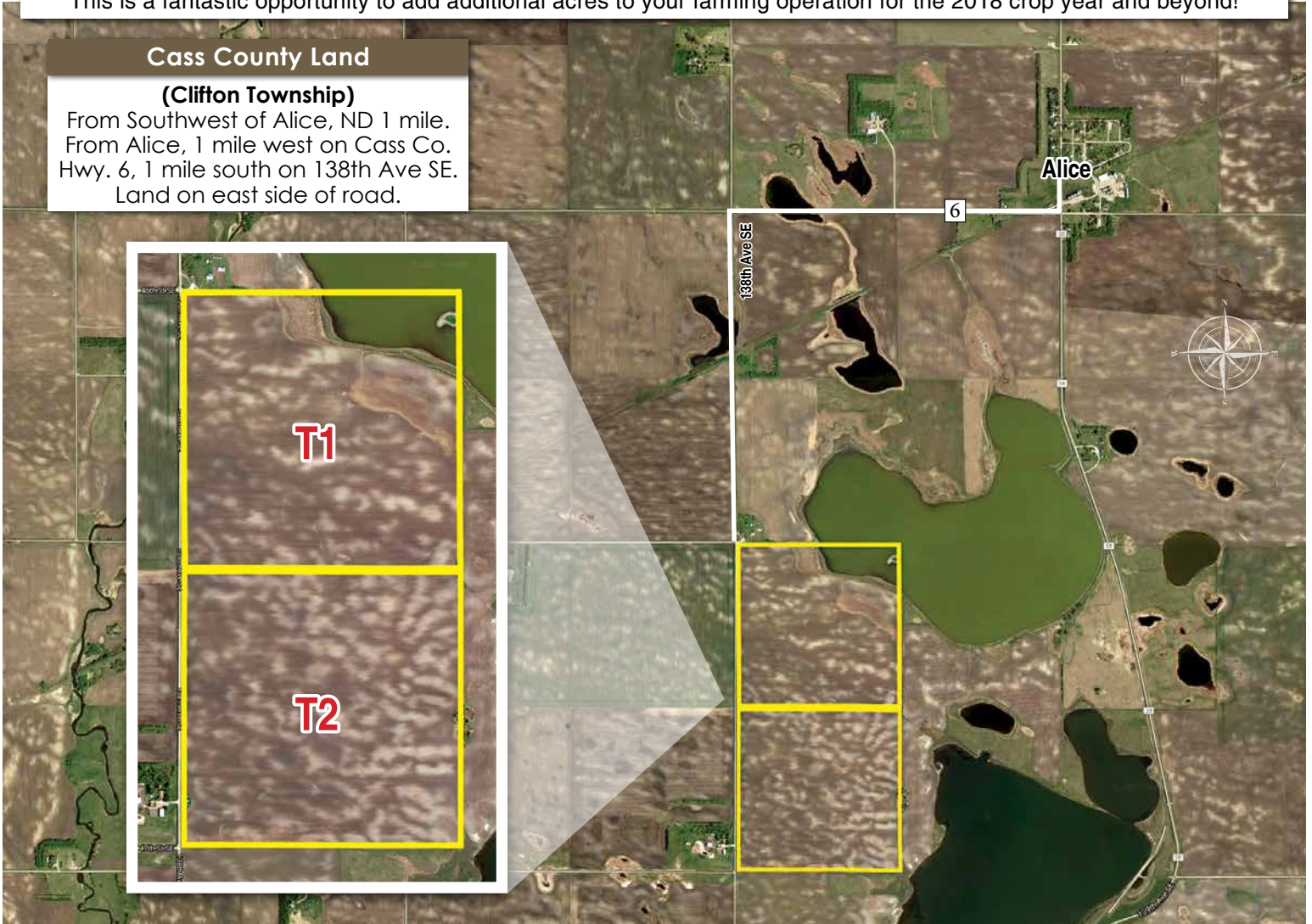
Cass County Land

(Clifton Township)

From Southwest of Alice, ND 1 mile.
From Alice, 1 mile west on Cass Co.
Hwy. 6, 1 mile south on 138th Ave SE.
Land on east side of road.

T1

T2



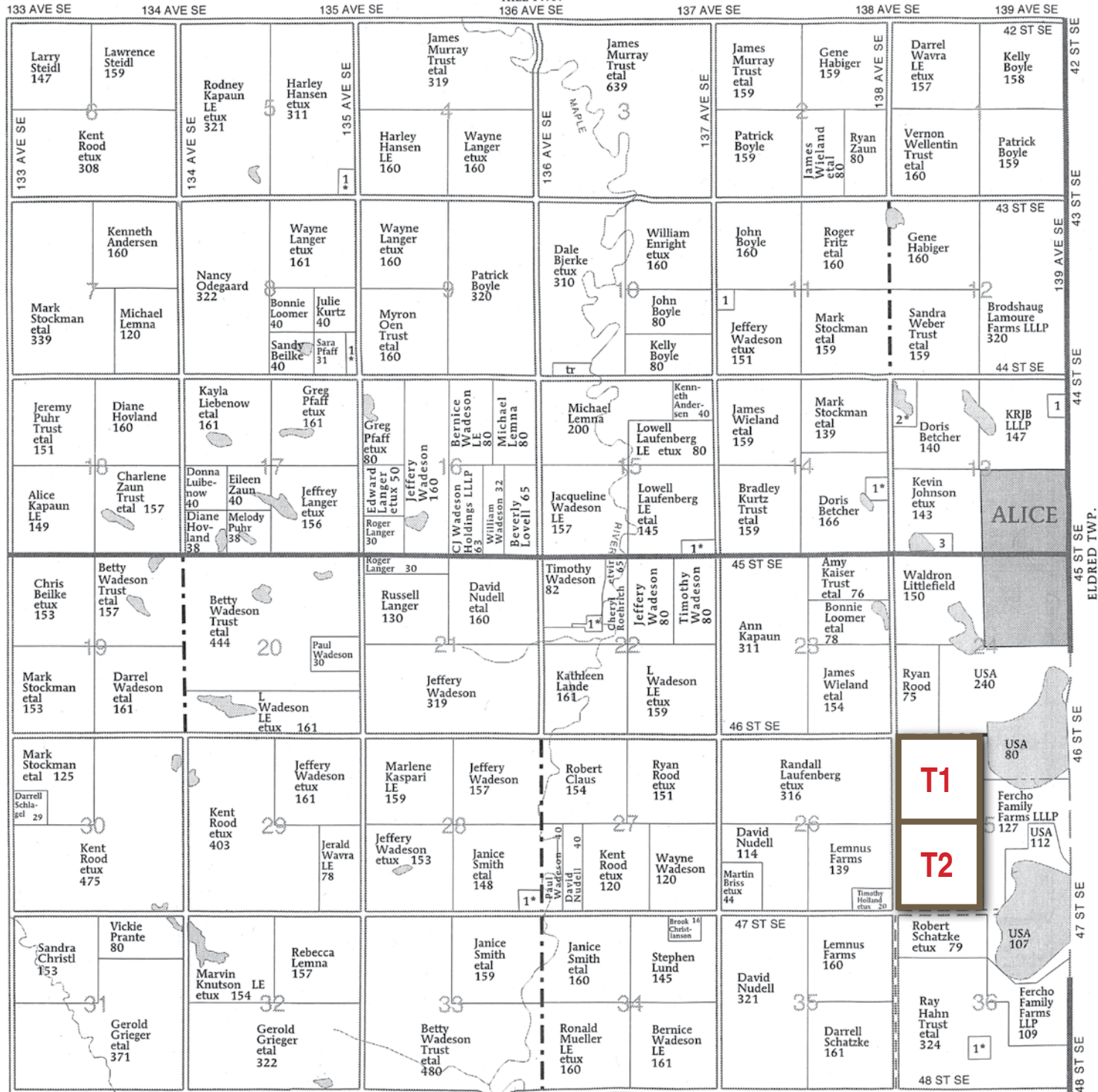
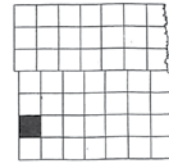
T-138-N

CLIFTON PLAT

R-55-W

(Landowners)

HILL TWP.



PONTIAC TWP.

BARNES CO.

ELDRED TWP.

T1

T2

ALICE

USA 80

USA 112

USA 107

Description: NW ¼ Section 25-138-55 • **Total Acres:** 160+/- • **Tillable Acres:** 138+/- • **Productivity Index:** 65
Taxes (2016): \$1,312.14



26
DN

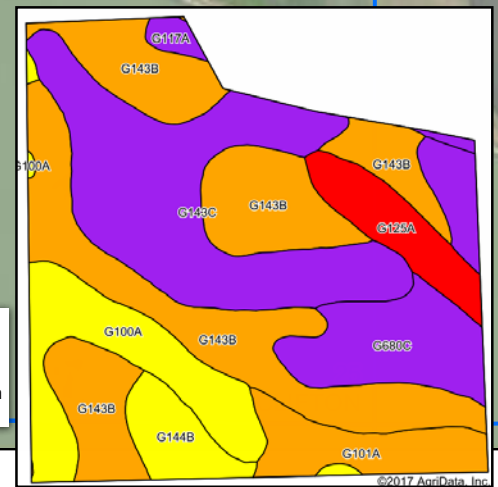
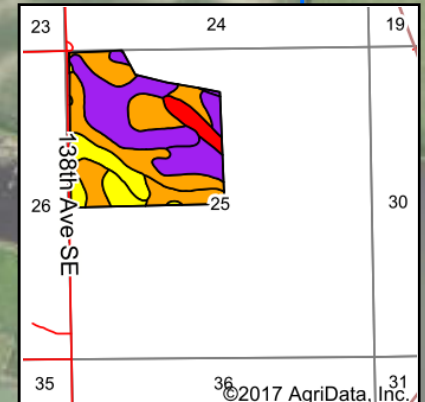
Tract #1

1
219.23
NHEL
T 4551

2
58

Wetland Determination

- Restricted
- ▼ Limited
- Exempt from Conservation Compliance Provisions

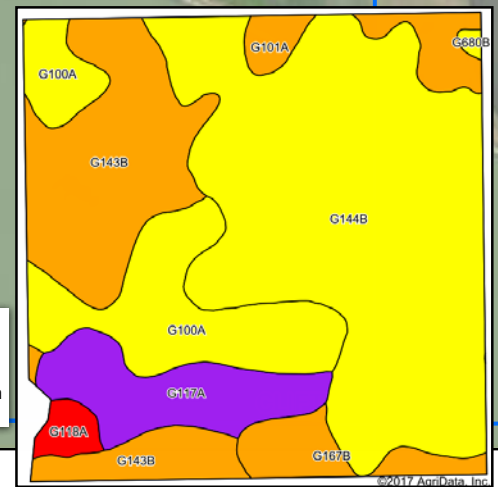
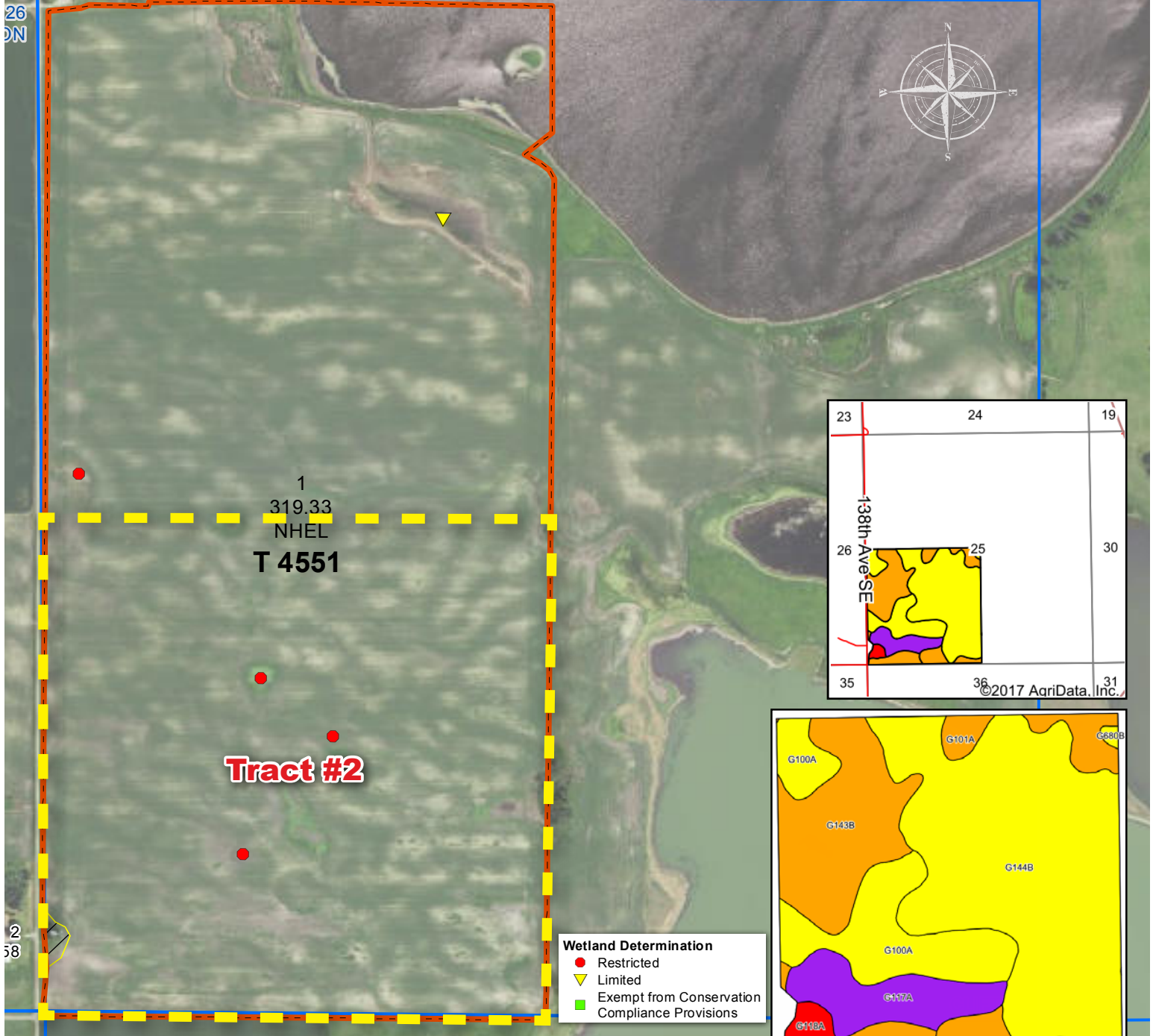


Area Symbol: ND017, Soil Area Version: 16

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
G143B	Barnes-Svea loams, 3 to 6 percent slopes	50.71	36.6%		Ile	75
G143C	Barnes-Buse-Langhei loams, 6 to 9 percent slopes	32.81	23.7%		IVe	55
G680C	Barnes-Sioux complex, 3 to 9 percent slopes	15.90	11.5%		Ile	55
G100A	Hamerly-Tonka complex, 0 to 3 percent slopes	15.15	10.9%		Ile	64
G101A	Hamerly-Wyard loams, 0 to 3 percent slopes	8.59	6.2%		Ile	77
G125A	Cavour-Cresbard loams, 0 to 3 percent slopes	7.60	5.5%		IVs	50
G144B	Barnes-Buse loams, 3 to 6 percent slopes	6.07	4.4%		IIIe	69
G117A	Hamerly loam, saline, 0 to 3 percent slopes	1.69	1.2%		IIIs	56
Weighted Average						65

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

Description: SW ¼ Section 25-138-55 • Total Acres: 160+/- • Tillable Acres: 158+/- • Productivity Index: 68
 Taxes (2016): \$1,681



Area Symbol: ND017, Soil Area Version: 16

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
G144B	Barnes-Buse loams, 3 to 6 percent slopes	74.71	47.1%		IIIe	69
G143B	Barnes-Svea loams, 3 to 6 percent slopes	31.28	19.7%		IIe	75
G100A	Hamerly-Tonka complex, 0 to 3 percent slopes	24.09	15.2%		IIe	64
G117A	Hamerly loam, saline, 0 to 3 percent slopes	13.47	8.5%		IIIIs	56
G167B	Balaton-Wyard loams, 0 to 6 percent slopes	6.29	4.0%		IIe	73
G101A	Hamerly-Wyard loams, 0 to 3 percent slopes	6.23	3.9%		IIe	77
G118A	Vallers loam, saline, 0 to 1 percent slopes	2.26	1.4%		IVw	42
G680B	Barnes-Sioux complex, 1 to 6 percent slopes	0.42	0.3%		IIe	63
Weighted Average						68.4

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

Tax Statements - Tract 1

Cass County, ND

TRACT 1	
Parcel #:	30-0000-02509-000
Owner:	MITCHELL & BILLINDA LEMNUS
Address:	RURAL ADDRESS CLIFTON TOWNSHIP ND 99999
Jurisdiction:	Clifton Township

Mortgage Company:	
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Mail To:	MITCHELL & BILLINDA LEMNUS 204 4TH AVE SE GWINNER ND 58040-4311
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LEGAL DESCRIPTION: LOT: 0 BLOCK: 25 25-138-55 NW 1/4 A 160.00

2016 Statement #160154946	
Mill Levy Rate:	190.78
Consolidated:	\$1,020.76
Specials:	\$0.00
Drains:	\$291.38
Other:	\$0.00
Discounts:	\$0.00
Pen/Int:	\$30.62
1st Due:	\$0.00
2nd Due:	\$510.38
Amount Due:	\$541.00
Grand Total Due:	\$541.00

Statements

Year	Statement #	Type	Tax	Penalty	Interest	Discount *	Paid	Balance	PAID
2016	160154946	Real Estate	\$1,312.14	\$30.62	\$0.00	\$0.00	\$801.76	\$541.00	
2015	150167227	Real Estate	\$1,308.28	\$0.00	\$0.00	\$50.45	\$1,257.83	\$0.00	Paid
2014	140153136	Real Estate	\$1,299.48	\$0.00	\$0.00	\$49.62	\$1,249.86	\$0.00	Paid
2013	130152652	Real Estate	\$1,251.45	\$0.00	\$0.00	\$47.15	\$1,204.32	\$0.00	Paid
2012	120251496	Real Estate	\$1,024.11	\$0.00	\$0.00	\$51.21	\$972.89	\$0.00	Paid
2011	110250981	Real Estate	\$990.40	\$0.00	\$0.00	\$49.52	\$940.88	\$0.00	Paid
2010	100249754	Real Estate	\$914.56	\$0.00	\$0.00	\$45.73	\$868.83	\$0.00	Paid
2009	90249299	Real Estate	\$810.09	\$0.00	\$0.00	\$40.50	\$769.59	\$0.00	Paid

Assessments

Year	Agricultural	Residential		Commercial		Total	Taxable Value Before Credits	Credits	Net Taxable Value
	Land	Land	Building	Land	Building				
2016	\$121,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$121,600.00	\$6,080.00	\$0.00	\$6,080.00
2015	\$118,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$118,000.00	\$5,900.00	\$0.00	\$5,900.00
2014	\$109,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$109,300.00	\$5,465.00	\$0.00	\$5,465.00
2013	\$100,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,200.00	\$5,010.00	\$0.00	\$5,010.00
2012	\$91,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$91,100.00	\$4,555.00	\$0.00	\$4,555.00
2011	\$80,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80,700.00	\$4,035.00	\$0.00	\$4,035.00
2010	\$75,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,400.00	\$3,770.00	\$0.00	\$3,770.00
2009	\$69,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$69,800.00	\$3,490.00	\$0.00	\$3,490.00

SPECIAL ASSESSMENTS: If any special assessment districts are listed below they are for debt service type districts where improvements are financed and a yearly installment of principal and interest is attached to your tax billing. The "Principle Remaining" is the principle balance of the assessment that has not been billed on the tax statement. The "2017 Installment" is the proposed billing of principal and interest for the next tax year. The "Paid Specials" is a listing of the principal and interest payments made each year.

Specials

Project Code	Project Name	Principle Remaining	2018 Installment	Future (proposed)
Z127	Ponitac Twp Improvement #73	\$2,373.40	\$275.71	\$0.00
Total		\$2,373.40	\$275.71	\$0.00

Paid Specials

Year	Total Payment	Principal Amount	Interest Amount
2017	\$283.55	\$158.23	\$125.32
2016	\$291.38	\$158.23	\$133.15
2015	\$299.21	\$158.23	\$140.98
2014	\$307.04	\$158.23	\$148.81



TRACT 2	
Parcel #:	30-0000-02510-000
Owner:	MITCHELL & BILLINDA LEMNUS
Address:	RURAL ADDRESS CLIFTON TOWNSHIP ND 99999
Jurisdiction:	Clifton Township

Mortgage Company:	
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Mail To:	MITCHELL & BILLINDA LEMNUS 204 4TH AVE SE GWINNER ND 58040-4311
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LEGAL DESCRIPTION: LOT: 0 BLOCK: 25 25-138-55 DESC TRACT A
120.00 N 1/2 OF SW 1/4 & N 1/2 OF S 1/2 OF SW 1/4

2016 Statement #160154947	
Mill Levy Rate:	190.78
Consolidated:	\$1,080.36
Specials:	\$0.00
Drains:	\$218.53
Other:	\$0.00
Discounts:	\$0.00
Pen/Int:	\$32.41
1st Due:	\$0.00
2nd Due:	\$540.18
Amount Due:	\$572.59
Grand Total Due:	\$572.59

Statements

Year	Statement #	Type	Tax	Penalty	Interest	Discount *	Paid	Balance	PAID
2016	160154947	Real Estate	\$1,298.89	\$32.41	\$0.00	\$0.00	\$758.71	\$572.59	
2015	150167228	Real Estate	\$1,293.34	\$0.00	\$0.00	\$53.45	\$1,239.89	\$0.00	Paid
2014	140153137	Real Estate	\$1,280.83	\$0.00	\$0.00	\$52.53	\$1,228.30	\$0.00	Paid
2013	130152653	Real Estate	\$1,228.90	\$0.00	\$0.00	\$49.87	\$1,179.03	\$0.00	Paid
2012	120251497	Real Estate	\$1,083.68	\$0.00	\$0.00	\$54.18	\$1,029.50	\$0.00	Paid
2011	110250982	Real Estate	\$767.04	\$0.00	\$0.00	\$38.35	\$728.69	\$0.00	Paid
2010	100249755	Real Estate	\$708.36	\$0.00	\$0.00	\$35.42	\$672.94	\$0.00	Paid
2009	90249300	Real Estate	\$627.91	\$0.00	\$0.00	\$31.40	\$596.50	\$0.00	Paid

Assessments

Year	Agricultural		Residential		Commercial		Total	Taxable Value Before Credits	Credits	Net Taxable Value
	Land		Land	Building	Land	Building				
2016	\$128,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$128,700.00	\$6,435.00	\$0.00	\$6,435.00
2015	\$125,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$125,000.00	\$6,250.00	\$0.00	\$6,250.00
2014	\$115,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$115,700.00	\$5,785.00	\$0.00	\$5,785.00
2013	\$106,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$106,000.00	\$5,300.00	\$0.00	\$5,300.00
2012	\$96,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$96,400.00	\$4,820.00	\$0.00	\$4,820.00
2011	\$62,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62,500.00	\$3,125.00	\$0.00	\$3,125.00
2010	\$58,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$58,400.00	\$2,920.00	\$0.00	\$2,920.00
2009	\$54,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,100.00	\$2,705.00	\$0.00	\$2,705.00

SPECIAL ASSESSMENTS: If any special assessment districts are listed below they are for debt service type districts where improvements are financed and a yearly installment of principal and interest is attached to your tax billing. The "Principle Remaining" is the principle balance of the assessment that has not been billed on the tax statement. The "2017 Installment" is the proposed billing of principal and interest for the next tax year. The "Paid Specials" is a listing of the principal and interest payments made each year.

Specials

Project Code	Project Name	Principle Remaining	2018 Installment	Future (proposed)
Z127	Pontiac Twp Improvement #73	\$1,780.06	\$206.78	\$0.00
Total		\$1,780.06	\$206.78	\$0.00

Paid Specials

Year	Total Payment	Principal Amount	Interest Amount
2017	\$212.66	\$118.67	\$93.99
2016	\$218.53	\$118.67	\$99.86
2015	\$224.41	\$118.67	\$105.74
2014	\$230.28	\$118.67	\$111.61



TRACT 2	
Parcel #:	30-0000-02511-000
Owner:	MITCHELL & BILLINDA LEMNUS
Address:	RURAL ADDRESS CLIFTON TOWNSHIP ND 99999
Jurisdiction:	Clifton Township

Mortgage Company:	
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Mail To:	MITCHELL & BILLINDA LEMNUS 204 4TH AVE SE GWINNER ND 58040-4311
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LEGAL DESCRIPTION: LOT: 0 BLOCK: 25 25-138-55 S 1/2 OF S 1/2 OF SW 1/4 A 40.00

2016 Statement #170155027	
Mill Levy Rate:	\$185.41
Consolidated:	\$343.01
Specials:	\$0.00
Drains:	\$85.89
Other:	\$0.00
Discounts:	\$17.15
Pen/Int:	\$0.00
1st Due:	\$257.40
2nd Due:	\$171.50
Amount Due:	\$411.75
Grand Total Due:	\$576.36

Statements

Year	Statement #	Type	Tax	Penalty	Interest	Discount *	Paid	Balance	PAID
2017	170155027	Real Estate	\$428.90	\$0.00	\$0.00	\$17.15	\$0.00	\$411.75	
2016	160154948	Real Estate	\$383.43	\$9.32	\$0.00	\$0.00	\$228.14	\$164.61	
2015	150167229	Real Estate	\$381.79	\$0.00	\$0.00	\$15.35	\$366.44	\$0.00	Paid
2014	140153138	Real Estate	\$379.12	\$0.00	\$0.00	\$15.12	\$364.00	\$0.00	Paid
2013	130152654	Real Estate	\$364.17	\$0.00	\$0.00	\$14.35	\$349.81	\$0.00	Paid
2012	120251498	Real Estate	\$311.40	\$0.00	\$0.00	\$15.57	\$295.83	\$0.00	Paid
2011	110250983	Real Estate	\$265.09	\$0.00	\$0.00	\$13.25	\$251.84	\$0.00	Paid
2010	100249756	Real Estate	\$245.01	\$0.00	\$0.00	\$12.25	\$232.76	\$0.00	Paid

Assessments

Year	Agricultural		Residential		Commercial		Total	Taxable Value Before Credits	Credits	Net Taxable Value
	Land	Land	Building	Land	Building					
2017	\$37,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,000.00	\$1,850.00	\$0.00	\$1,850.00
2016	\$37,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,000.00	\$1,850.00	\$0.00	\$1,850.00
2015	\$35,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,900.00	\$1,795.00	\$0.00	\$1,795.00
2014	\$33,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,300.00	\$1,665.00	\$0.00	\$1,665.00
2013	\$30,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,500.00	\$1,525.00	\$0.00	\$1,525.00
2012	\$27,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,700.00	\$1,385.00	\$0.00	\$1,385.00
2011	\$21,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,600.00	\$1,080.00	\$0.00	\$1,080.00
2010	\$20,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,200.00	\$1,010.00	\$0.00	\$1,010.00

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Specials

Project Code	Project Name	Principle Remaining	2018 Installment	Future (proposed)
Z127	Pontiac Twp Improvement #73	\$593.34	\$68.93	\$0.00
Total		\$593.34	\$68.93	\$0.00

Paid Specials

Year	Total Payment	Principal Amount	Interest Amount
2017	\$70.89	\$39.56	\$31.33
2016	\$72.85	\$39.56	\$33.29
2015	\$74.80	\$39.56	\$35.24
2014	\$76.76	\$39.56	\$37.20



Tract Number: 4551 **Description:** W1/2 25 138 55

BIA Range Unit Number:

HEL Status: HEL Determinations not complete

Wetland Status: Tract contains a wetland or farmed wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
319.91	319.33	319.33	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	319.33	0.0	0.0	0.0	

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
WHEAT	3.49		57	0.0
CORN	201.97		137	0.0
SOYBEANS	103.64		35	0.0
Total Base Acres:	309.1			

Owners: MITCHELL A LEMNUS

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 receipted 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

Cass County, ND

Wednesday, December 27 @ 11AM ²⁰¹⁷

320
± acres

offered in
2 tracts



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