



# buyer's PROSPECTUS

Wednesday, November 7 | 8AM-12PM <sup>2018</sup>

## Cass County, ND Dows Township



# 80<sub>±</sub> acres



**Linda & Bill  
Witkowski, Owners**

**Productive 80-acre tract located in the  
Galesburg/Hunter, ND area with Bearden Silt  
Loam & Lankin-Gilby Loams soils.**

#### LAND LOCATED

From Galesburg, ND, 4 miles south on Co. Hwy. 16, 1-1/2 miles east on 14th St SE. Land on north side of road.  
From Hunter, ND, 7 miles west on Co Rd 2, north 1 mile on 148th Ave SE, 1/2 mile west on 14th St. SE.

Steffes Group, Inc. | 2000 Main Avenue East, West Fargo, ND 58078

**SteffesGroup.com**

For a detailed Buyer's Prospectus with complete terms and conditions contact  
**Max Steffes at Steffes Group, 701.237.9173 or 701.212.2849**

Max Steffes ND999, Scott Steffes ND81, Brad Olstad ND319

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

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 "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 Wednesday, November 7, 2018.**

- 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 Friday, December 21, 2018.**

- Closing will take place at a professional closing company agreeable to both buyer and seller.
- Seller will provide up-to-date-date abstract(s) at their expense and will convey property by Warranty Deed.
- **2018 Taxes to be 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 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.

### **RENT CONTRACT**

There is a cash Rent Agreement in place through the 2020 Crop Year (2 years). BUYER to assume rent contract and payments. A copy of this lease is available upon request.

### **BIDDING PROCEDURE**

As a buyer you have two objectives to accomplish:

1. Purchasing the property.
2. Purchasing the property at a price you can afford.

### **How is this accomplished?**

1. Estimate comparative value.
2. Experienced buyers always decide what to pay before the bidding begins.
3. Inspect the property carefully.
4. Compare with other properties available in the area.
5. Check the selling price of previously sold properties.
6. Discuss your buying plans with a lender. Have your financing arrangements made in advance.
7. This sale is not subject to financing.

### **AVOID OVER OR UNDER BIDDING**

- Always bid on a property toward a price.
- Establish that price before the bidding begins. By doing this you will avoid getting caught up in the auction excitement and pay a price that is too high for the market or one that you cannot afford. It will also make you confident to bid to your established fair market value. Many bidders who do not plan ahead end up with regrets after the auction because they were too nervous or uncertain about their judgment to bid.

### **THE BIDDING STRATEGY**

- Research and know the value of the property.
- Have your financing arranged before the auction.
- Establish your highest and best bid before the bidding begins.
- Make your bids promptly to force other bidders up or out without delay.

# Timed Online Bidding Process

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. **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](#)

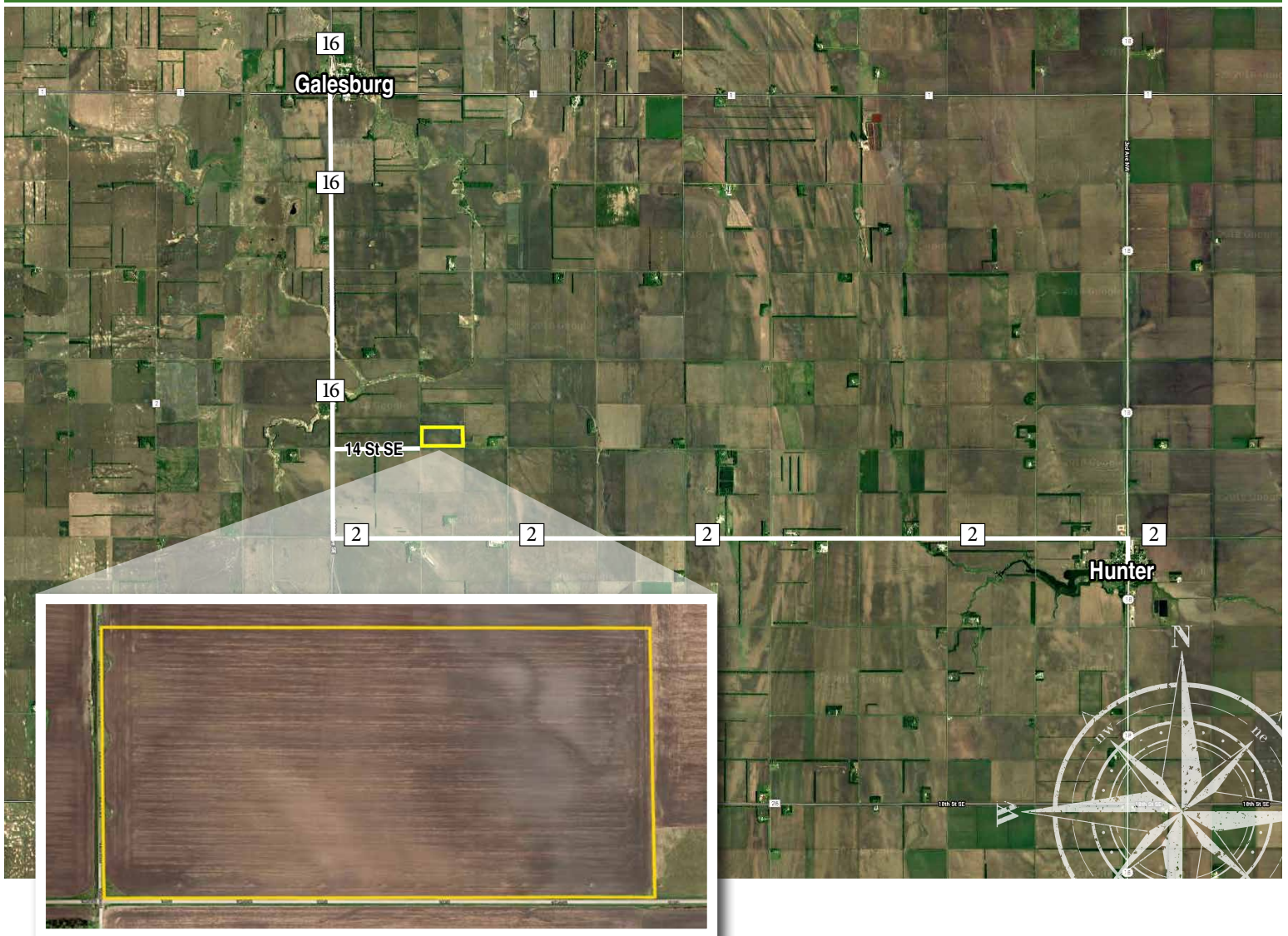
## This is an AUCTION! To the Highest Bidder.

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 BIDDING PLATFORM AND DOES NOT REPRESENT THIS AUCTION SALE!

### LAND LOCATED

From Galesburg, ND, 4 miles south on Co. Hwy. 16, 1-1/2 miles east on 14th St SE. Land on north side of road.

From Hunter, ND, 7 miles west on Co Rd 2, north 1 mile on 148th Ave SE, 1/2 mile west on 14th St. SE.



# Tract Details Lines approximate

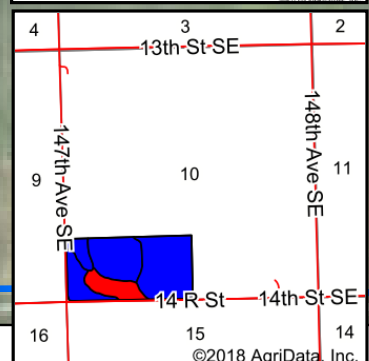
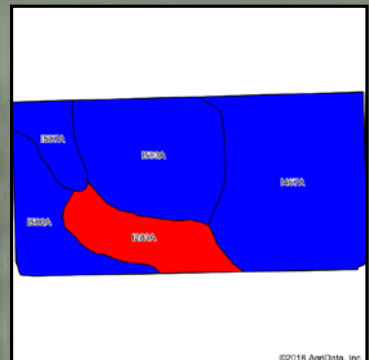
Cass County, ND



**Legal Description:** S1/2 SW1/4 Section 10-143-53 • **Total Acres:** 80+/- • **Cropland Acres:** 78.35+/-  
**Soil Productivity Index:** 82.9 • **2017 Taxes:** \$612.34



**Wetland Determination Identifiers**  
 ● Restricted Use  
 ▼ Limited Restrictions  
 ■ Exempt from Conservation  
 ■ Compliance Provisions



Area Symbol: ND017, Soil Area Version: 17

| Code                    | Soil Description  | Acres | Percent of field | PI Legend | Non-Irr Class *c | Irr Class *c | Productivity Index |
|-------------------------|---|-------|------------------|-----------|------------------|--------------|--------------------|
| I467A                   | Bearden silt loam, 0 to 2 percent slopes                | 32.37 | 41.3%            | ■         | Ile              |              | 89                 |
| I503A                   | Lankin-Gilby loams, 0 to 2 percent slopes               | 20.49 | 26.2%            | ■         | Ilc              |              | 86                 |
| I283A                   | Hilaire-Espelie loamy fine sands, 0 to 2 percent slopes | 10.21 | 13.0%            | ●         | IIIle            | IIs          | 49                 |
| I500A                   | Gardena loam, 0 to 2 percent slopes                     | 10.13 | 12.9%            | ■         | Ile              | Ile          | 88                 |
| I507A                   | Glyndon loam, 0 to 2 percent slopes                     | 5.15  | 6.6%             | ■         | Ile              |              | 89                 |
| <b>Weighted Average</b> |   |       |                  |           |                  |              | <b>82.9</b>        |

\*c: Using Capabilities Class Dominant Condition Aggregation Method.

|                   |                             |
|-------------------|-----------------------------|
| Parcel #:         | 33-0000-03341-010           |
| Owner:            | LINDA C WITKOWSKI           |
| Address:          | N/A<br>DOWS TWP ND<br>99999 |
| Jurisdiction:     | Dows Township               |
| Mortgage Company: |                             |

|          |  |
|----------|--|
| Mail To: | LINDA C WITKOWSKI<br>13250 ARTHUR ST<br>ROGERS MN 55374-8753 |
|----------|--|

**LEGAL DESCRIPTION:** LOT: 0 BLOCK: 10 10-143-53 80.00 AC S1/2 O F SW1/4 \*\*1-12-07 SPL FRM 33-0000-03341-000

|                           |          |
|---------------------------|----------|
| 2017 Statement #160162097 |          |
| Mill Levy Rate:           | 193.47   |
| Consolidated:             | \$612.34 |
| Specials:                 | \$0.00   |
| Drains:                   | \$0.00   |
| Other:                    | \$0.00   |
| Discounts:                | \$30.62  |
| 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 | PAID |
|------|-------------|-------------|----------|---------|----------|------------|----------|---------|------|
| 2017 | 170155643   | Real Estate | \$612.34 | \$0.00  | \$0.00   | \$30.62    | \$581.72 | \$0.00  | Paid |
| 2016 | 160155577   | Real Estate | \$598.66 | \$0.00  | \$0.00   | \$29.93    | \$568.73 | \$0.00  | Paid |
| 2015 | 150154929   | Real Estate | \$590.08 | \$0.00  | \$0.00   | \$29.50    | \$560.58 | \$0.00  | Paid |
| 2014 | 140153763   | Real Estate | \$547.83 | \$0.00  | \$0.00   | \$27.39    | \$547.83 | \$0.00  | Paid |
| 2013 | 130153280   | Real Estate | \$492.40 | \$0.00  | \$0.00   | \$24.62    | \$492.40 | \$0.00  | Paid |
| 2012 | 120252084   | Real Estate | \$580.22 | \$8.70  | \$0.00   | \$0.00     | \$588.92 | \$0.00  | Paid |
| 2011 | 110251567   | Real Estate | \$554.98 | \$0.00  | \$0.00   | \$27.75    | \$527.23 | \$0.00  | Paid |
| 2010 | 100250335   | Real Estate | \$502.28 | \$0.00  | \$0.00   | \$25.11    | \$477.17 | \$0.00  | Paid |

**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 "Principal Remaining" is the principal balance of the assessment that has not been billed on the tax statement. The "2018 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.

## Assessments

| Year | Agricultural | Residential |          | Commercial |          | Total       | Taxable Value Before Credits | Credits | Net Taxable Value |
|------|--------------|-------------|----------|------------|----------|-------------|------------------------------|---------|-------------------|
|      | Land         | Land        | Building | Land       | Building |             |                              |         |                   |
| 2017 | \$63,300.00  | \$0.00      | \$0.00   | \$0.00     | \$0.00   | \$63,300.00 | \$3,165.00                   | \$0.00  | \$3,165.00        |
| 2016 | \$63,300.00  | \$0.00      | \$0.00   | \$0.00     | \$0.00   | \$63,300.00 | \$3,165.00                   | \$0.00  | \$3,165.00        |
| 2015 | \$61,400.00  | \$0.00      | \$0.00   | \$0.00     | \$0.00   | \$61,400.00 | \$3,070.00                   | \$0.00  | \$3,070.00        |
| 2014 | \$56,800.00  | \$0.00      | \$0.00   | \$0.00     | \$0.00   | \$56,800.00 | \$2,840.00                   | \$0.00  | \$2,840.00        |
| 2013 | \$52,100.00  | \$0.00      | \$0.00   | \$0.00     | \$0.00   | \$52,100.00 | \$2,605.00                   | \$0.00  | \$2,605.00        |
| 2012 | \$47,400.00  | \$0.00      | \$0.00   | \$0.00     | \$0.00   | \$47,400.00 | \$2,370.00                   | \$0.00  | \$2,370.00        |
| 2011 | \$42,900.00  | \$0.00      | \$0.00   | \$0.00     | \$0.00   | \$42,900.00 | \$2,145.00                   | \$0.00  | \$2,145.00        |
| 2010 | \$40,100.00  | \$0.00      | \$0.00   | \$0.00     | \$0.00   | \$40,100.00 | \$2,005.00                   | \$0.00  | \$2,005.00        |



NORTH DAKOTA

CASS

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.



United States Department of Agriculture  
Farm Service Agency

FARM : 11962

Prepared : Sep 24, 2018

Crop Year : 2019

Abbreviated 156 Farm Record

Operator Name :  
 Farms Associated with Operator : 38-017-39, 38-017-6575, 38-017-8280, 38-017-10563, 38-017-11962  
 CRP Contract Number(s) : None  
 Recon ID : 38-017-2017-61

Farm Land Data

| Farmland           | Cropland           | DCP Cropland           | WBP            | WRP  | CRP  | GRP           | Sugarcane | Farm Status          | Number Of Tracts       |
|--------------------|--------------------|------------------------|----------------|------|------|---------------|-----------|----------------------|------------------------|
| 78.35              | 78.35              | 78.35                  | 0.00           | 0.00 | 0.00 | 0.00          | 0.00      | Active               | 1                      |
| State Conservation | Other Conservation | Effective DCP Cropland | Double Cropped |      | MPL  | Acre Election | EWP       | DCP Ag.Rel. Activity | Broken From Native Sod |
| 0.00               | 0.00               | 78.35                  | 0.00           |      | 0.00 |               | 0.00      | 0.00                 | 0.00                   |

Crop Election Choice

| ARC Individual | ARC County         | Price Loss Coverage |
|----------------|--------------------|---------------------|
| None           | WHEAT, CORN, SOYBN | None                |

DCP Crop Data

| Crop Name    | Base Acres   | CCC-505 CRP Reduction Acres | CTAP Yield | PLC Yield | HIP |
|--------------|--------------|-----------------------------|------------|-----------|-----|
| Wheat        | 8.85         | 0.00                        | 0          | 39        |     |
| Corn         | 33.90        | 0.00                        | 0          | 109       |     |
| Soybeans     | 35.60        | 0.00                        | 0          | 38        |     |
| <b>TOTAL</b> | <b>78.35</b> | <b>0.00</b>                 |            |           |     |

NOTES

Tract Number : 14119

Description : S2SW 10-143-53  
 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 : LINDA WITKOWSKI  
 Other Producers :  
 Recon ID : None

Tract Land Data

| Farm Land          | Cropland           | DCP Cropland           | WBP            | WRP  | CRP  | GRP                  | Sugarcane              |
|--------------------|--------------------|------------------------|----------------|------|------|----------------------|------------------------|
| 78.35              | 78.35              | 78.35                  | 0.00           | 0.00 | 0.00 | 0.00                 | 0.00                   |
| State Conservation | Other Conservation | Effective DCP Cropland | Double Cropped | MPL  | EWP  | DCP Ag. Rel Activity | Broken From Native Sod |
| 0.00               | 0.00               | 78.35                  | 0.00           | 0.00 | 0.00 | 0.00                 | 0.00                   |

DCP Crop Data

| Crop Name    | Base Acres   | CCC-505 CRP Reduction Acres | CTAP Yield | PLC Yield |
|--------------|--------------|-----------------------------|------------|-----------|
| Wheat        | 8.85         | 0.00                        | 0          | 39        |
| Corn         | 33.90        | 0.00                        | 0          | 109       |
| Soybeans     | 35.60        | 0.00                        | 0          | 38        |
| <b>TOTAL</b> | <b>78.35</b> | <b>0.00</b>                 |            |           |



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 for an owner's policy of title insurance in the amount of the purchase price. Seller shall provide 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.

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:

\_\_\_\_\_

\_\_\_\_\_

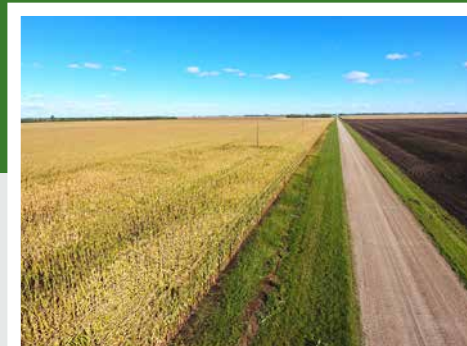
\_\_\_\_\_



# Land Auction

Cass County, ND

Wednesday, November 7 | 8AM-12PM <sup>2018</sup>



SteffesGroup.com