



buyer's PROSPECTUS

Monday, December 3 @ 10AM 2018

Cass County, ND Gill Township

320_±
acres Selling in
2 tracts



**Baumler Family,
Owners**

Spectacular opportunity to purchase land in an area where land is tightly held! This half section features nearly all cropland acres and sells free and clear of any lease agreements for the 2019 season.

AUCTION LOCATION | Governors Inn, 2050 Governors Drive, Casselton, ND 58012

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 our office at 701.237.9173; or Brad Olstad, 701.238.0240; or Max Steffes, 701.212.2849 at Steffes Group

Brad Olstad ND319, Max Steffes ND999, Scott Steffes ND81

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.



- 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 **Friday, January 18, 2019**.
- Seller will provide up-to-date date abstracts 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.
- 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 **Friday, January 18, 2019**. 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.

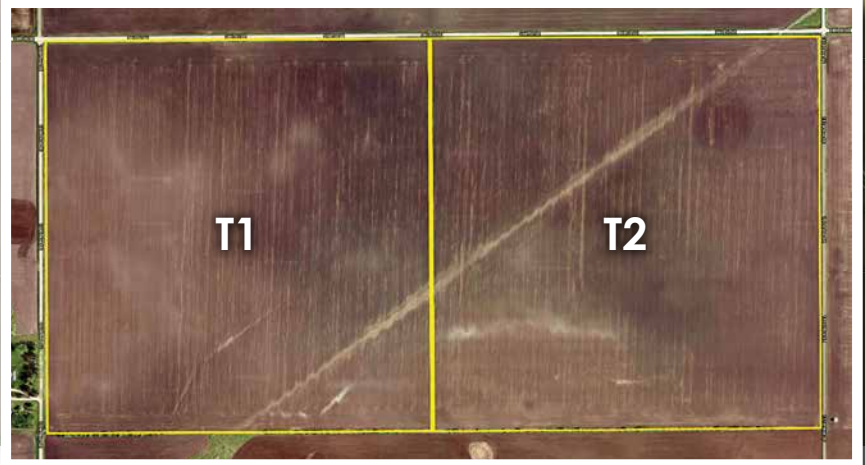
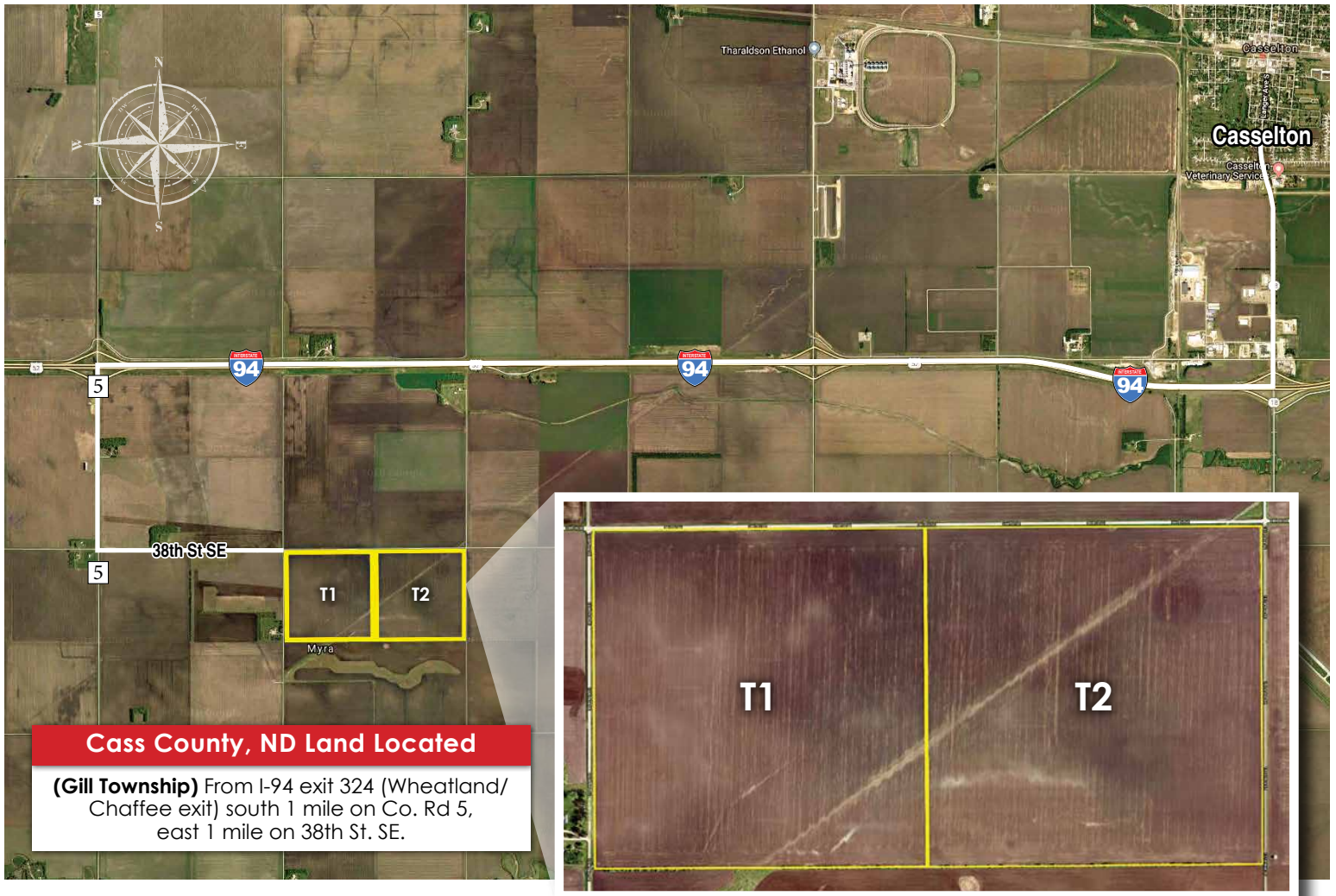
Selling Choice with the Privilege

Tracts #1-2 will be sold 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.

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.

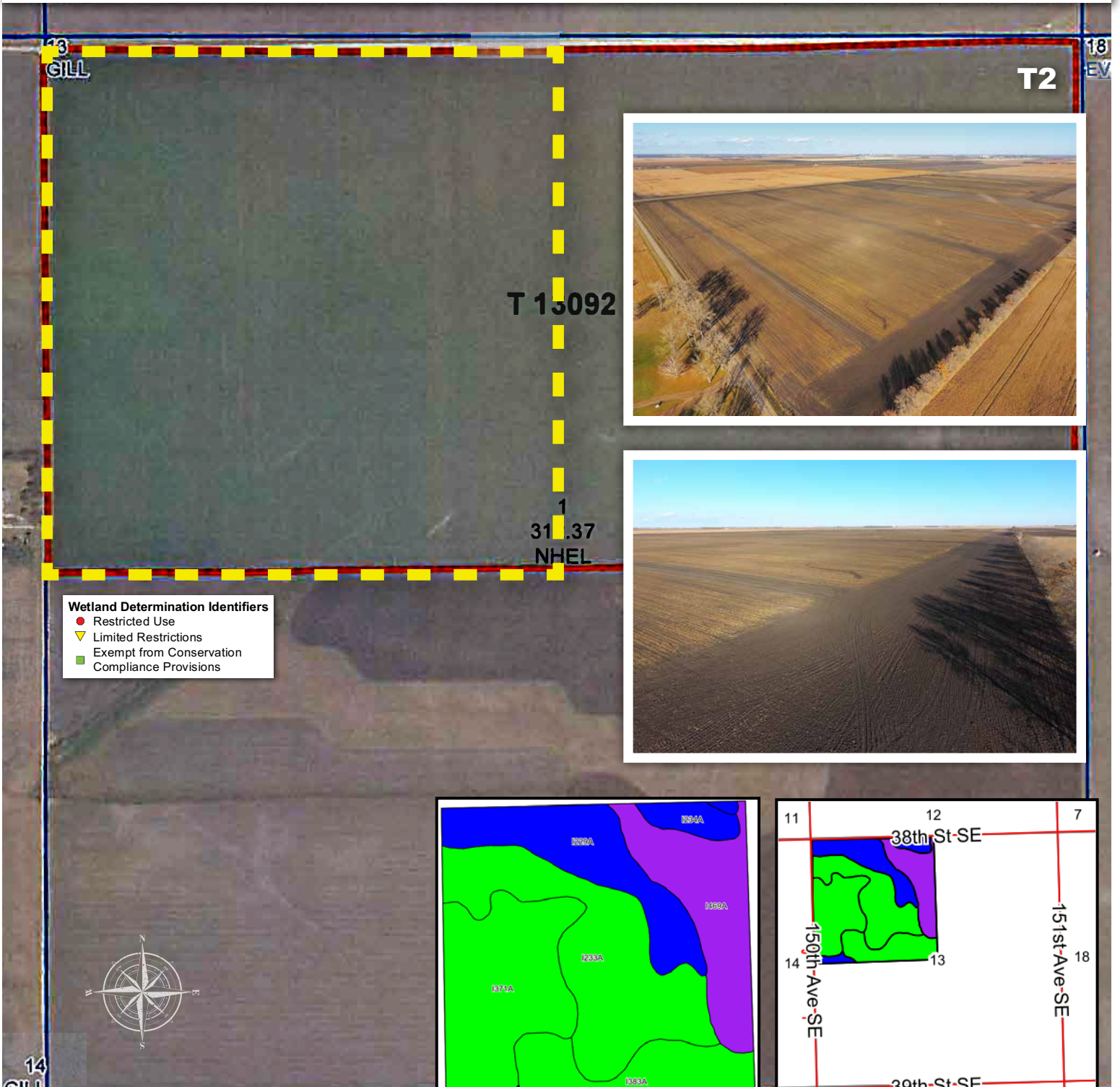
Sample Multi-Tract Bidding Grid. This is an AUCTION! To the Highest Bidder.

	Multiplier (Acres)		High Bidder Price	Purchase Price
Tract #1	Multiplier	160	TBD	TBD
Tract #2	Multiplier	160	TBD	TBD

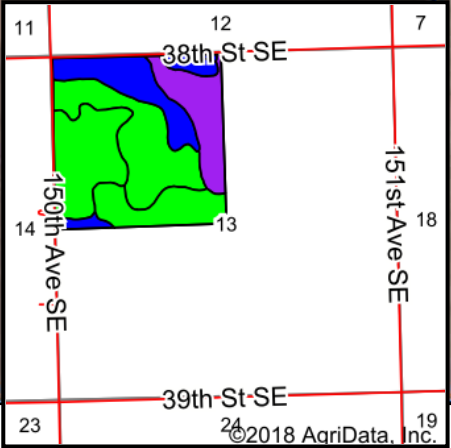
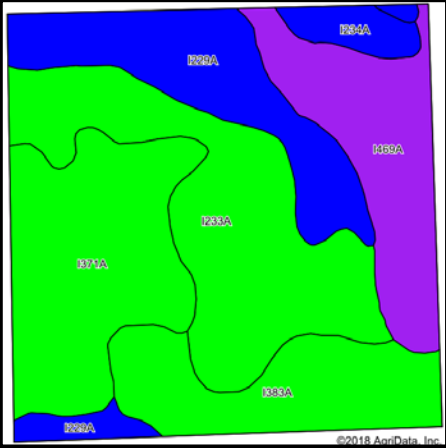




Legal Description: NW 1/4 Section 13-139-53 • **Total Acres:** 160+/- • **Cropland Acres:** 156+/-
Productivity Index: 85.2 • **2017 Taxes:** \$1,650



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



Area Symbol: ND017, Soil Area Version: 18

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
I233A	Fargo silty clay loam, 0 to 1 percent slopes	41.54	26.5%	■	IIw	94
I371A	Bearden-Kindred silty clay loams, 0 to 2 percent slopes	35.23	22.5%	■	IIe	91
I229A	Fargo silty clay, 0 to 1 percent slopes	27.58	17.6%	■	IIw	86
I469A	Fargo silty clay, moderately saline, 0 to 1 percent slopes	24.87	15.9%	■	IIIIs	52
I383A	Overly silty clay loam, 0 to 2 percent slopes	22.91	14.6%	■	IIc	96
I234A	Fargo-Nutley silty clays, 0 to 2 percent slopes	4.52	2.9%	■	IIw	81
Weighted Average						85.2

*c: Using Capabilities Class Dominant Condition Aggregation Method.



Legal Description: NE 1/4 Section 13-139-53 • **Total Acres:** 160+/- • **Cropland Acres:** 156+/-
Productivity Index: 68.3 • **2017 Taxes:** \$1,350

13
GILL

18
EV

T1



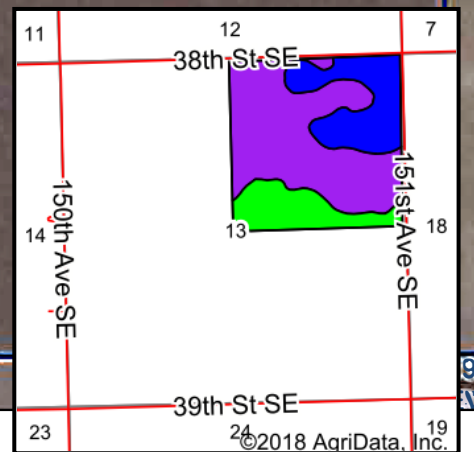
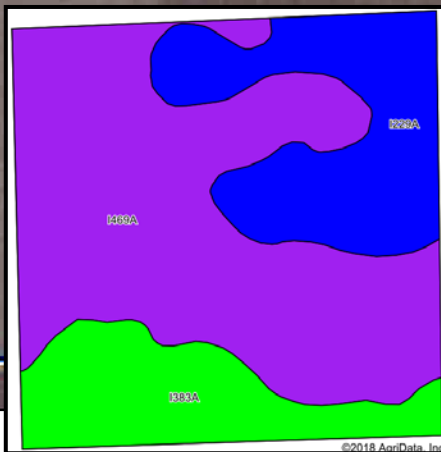
1092



1
312.37
NHFL

Wetland Determination Identifiers

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



Area Symbol: ND017, Soil Area Version: 18

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
I469A	Fargo silty clay, moderately saline, 0 to 1 percent slopes	90.14	57.5%		IIIs	52
I229A	Fargo silty clay, 0 to 1 percent slopes	38.12	24.3%		IIw	86
I383A	Overly silty clay loam, 0 to 2 percent slopes	28.46	18.2%		IIc	96
Weighted Average						68.3

*c: Using Capabilities Class Dominant Condition Aggregation Method.

TRACT 1	
Parcel #:	41-0000-05755-000
Owner:	SUSAN & BRADLEY M BRAATEN ETAL
Address:	RURAL ADDRESS GILL TOWNSHIP ND 99999
Jurisdiction:	Gill Township

Mail To:	SUSAN & BRADLEY M BRAATEN ETAL PO BOX 267 CASSELTON ND 58012-0267
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LEGAL DESCRIPTION: LOT: 0 BLOCK: 13 13-139-53 NW 1/4 LESS R/W A 153.5 4

2017 Statement #170157503	
Mill Levy Rate:	173.27
Consolidated:	\$1,640.87
Specials:	\$0.00
Drains:	\$35.73
Other:	\$0.00
Discounts:	\$82.04
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	170157503	Real Estate	\$1,676.60	\$0.00	\$0.00	\$82.04	\$1,594.56	\$0.00	Paid
2016	160157462	Real Estate	\$1,387.77	\$0.00	\$0.00	\$67.60	\$1,320.17	\$0.00	Paid
2015	150156810	Real Estate	\$1,205.33	\$0.00	\$0.00	\$59.37	\$1,145.96	\$0.00	Paid
2014	140155637	Real Estate	\$1,168.45	\$0.00	\$0.00	\$57.53	\$1,110.92	\$0.00	Paid
2013	130155142	Real Estate	\$1,168.85	\$0.00	\$0.00	\$58.44	\$1,110.44	\$0.00	Paid
2012	120253801	Real Estate	\$1,611.62	\$0.00	\$0.00	\$80.58	\$1,531.04	\$0.00	Paid
2011	110253277	Real Estate	\$1,235.62	\$0.00	\$0.00	\$61.78	\$1,173.83	\$0.00	Paid
2010	100252038	Real Estate	\$1,151.28	\$0.00	\$0.00	\$57.56	\$1,093.71	\$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	\$189,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$189,400.00	\$9,470.00	\$0.00	\$9,470.00
2016	\$189,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$189,400.00	\$9,470.00	\$0.00	\$9,470.00
2015	\$183,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$183,900.00	\$9,195.00	\$0.00	\$9,195.00
2014	\$170,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$170,300.00	\$8,515.00	\$0.00	\$8,515.00
2013	\$156,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$156,100.00	\$7,805.00	\$0.00	\$7,805.00
2012	\$141,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$141,900.00	\$7,095.00	\$0.00	\$7,095.00
2011	\$102,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$102,800.00	\$5,140.00	\$0.00	\$5,140.00
2010	\$96,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$96,100.00	\$4,805.00	\$0.00	\$4,805.00



TRACTS 1 & 2	
Parcel #:	41-0000-05756-010
Owner:	SUSAN & BRADLEY M BRAATEN ETAL
Address:	RURAL ADDRESS GILL TWP ND 99999
Jurisdiction:	Gill Township

Mail To:	SUSAN & BRADLEY M BRAATEN PO BOX 267 CASSELTON ND 58012-0267
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LEGAL DESCRIPTION: 13-139-53 13.07 AC ALL THAT PT OF THE BNSF RAILWAY CO'S (FKA NPPR CO) 100' WIDE CASSELTON TO ALICE, ND BRANCH LINE PROPERTY, NOW DISCONTINUED BEING 50' WIDE ON EACH SIDE OF SD RAILWAY CO'S MAIN TRACK CNTRLN AS ORIG LOCATED & CONSTRUCTED UPON, OVER & ACROSS THE NE1/4 & THE SE1/4 OF THE NW 1/4 OF SEC 13, BOUNDED ON THE N BY THE N LN OF SEC 13 & BOUNDED ON THE W BY A LN PARA W/ & 2180' ELY OF THE W LN OF SEC 13 AS MEAS ALG SD MAIN TRACK LN ALSO, ALL THAT PORTION OF THE BNSF RW CO'S 100' WIDE CASSELTON TO ALICE BRANCH LINE PROPERTY, NOW DISCONTINUED BEING 50 FT WIDE ON EACH SIDE OF SD RAILWAY CO'S MAIN TRACK CNTRLN AS ORIG LOCATED & CONSTRUCTED UPON, OVER & ACROSS THE SE 1/4 OF THE NE1/4 OF SEC 22, BOUNDED ON THE S & E BY THE S & E LINES OF SD SE1/4 OF NE1/4 OF SEC 22. SUBJ TO ALL EXISTING INTERESTS INCLUDING BUT NOT LIMITED TO ALL RESERVATIONS, R/W'S & EASEMENTS OF REC OR OTHERWISE. **9/8/00 LEGAL DESC CORRECTION

2017 Statement #170157505	
Mill Levy Rate:	173.27
Consolidated:	\$116.96
Specials:	\$0.00
Drains:	\$4.27
Other:	\$0.00
Discounts:	\$5.85
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	170157505	Real Estate	\$121.23	\$0.00	\$0.00	\$5.85	\$115.38	\$0.00	Paid
2016	160157464	Real Estate	\$100.64	\$0.00	\$0.00	\$4.82	\$95.82	\$0.00	Paid
2015	150156812	Real Estate	\$86.72	\$0.00	\$0.00	\$4.23	\$82.49	\$0.00	Paid
2014	140155639	Real Estate	\$83.87	\$0.00	\$0.00	\$4.09	\$79.78	\$0.00	Paid
2013	130155144	Real Estate	\$83.11	\$0.00	\$0.00	\$4.16	\$78.97	\$0.00	Paid
2012	120253803	Real Estate	\$114.72	\$0.00	\$0.00	\$5.74	\$108.97	\$0.00	Paid
2011	110253279	Real Estate	\$52.89	\$0.00	\$0.00	\$2.64	\$50.24	\$0.00	Paid
2010	100252040	Real Estate	\$49.11	\$0.00	\$0.00	\$2.46	\$46.66	\$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	\$13,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,500.00	\$675.00	\$0.00	\$675.00
2016	\$13,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,500.00	\$675.00	\$0.00	\$675.00
2015	\$13,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,100.00	\$655.00	\$0.00	\$655.00
2014	\$12,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,100.00	\$605.00	\$0.00	\$605.00
2013	\$11,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,100.00	\$555.00	\$0.00	\$555.00
2012	\$10,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,100.00	\$505.00	\$0.00	\$505.00
2011	\$4,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,400.00	\$220.00	\$0.00	\$220.00
2010	\$4,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,100.00	\$205.00	\$0.00	\$205.00



TRACT 2	
Parcel #:	41-0000-05754-000
Owner:	SUSAN & BRADLEY BRAATEN ETAL
Address:	RURAL ADDRESS GILL TOWNSHIP ND 99999
Jurisdiction:	Gill Township

Mail To:	SUSAN & BRADLEY M BRAATEN ETAL PO BOX 267 CASSELTON ND 58012-0267
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LEGAL DESCRIPTION: LOT: 0 BLOCK: 13 13-139-53 NE 1/4 LESS R/W A 153.3 9

2017 Statement #170157502	
Mill Levy Rate:	173.27
Consolidated:	\$1,203.37
Specials:	\$0.00
Drains:	\$79.93
Other:	\$0.00
Discounts:	\$60.17
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	170157502	Real Estate	\$1,283.30	\$0.00	\$0.00	\$60.17	\$1,223.13	\$0.00	Paid
2016	160157461	Real Estate	\$1,071.49	\$0.00	\$0.00	\$49.58	\$1,021.91	\$0.00	Paid
2015	150156809	Real Estate	\$910.38	\$0.00	\$0.00	\$43.52	\$866.86	\$0.00	Paid
2014	140155636	Real Estate	\$883.15	\$0.00	\$0.00	\$42.16	\$840.99	\$0.00	Paid
2013	130155141	Real Estate	\$856.60	\$0.00	\$0.00	\$42.83	\$813.78	\$0.00	Paid
2012	120253800	Real Estate	\$1,181.18	\$0.00	\$0.00	\$59.06	\$1,122.11	\$0.00	Paid
2011	110253276	Real Estate	\$1,133.44	\$0.00	\$0.00	\$56.67	\$1,076.77	\$0.00	Paid
2010	100252037	Real Estate	\$1,055.44	\$0.00	\$0.00	\$52.77	\$1,002.66	\$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	\$138,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$138,900.00	\$6,945.00	\$0.00	\$6,945.00
2016	\$138,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$138,900.00	\$6,945.00	\$0.00	\$6,945.00
2015	\$134,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$134,800.00	\$6,740.00	\$0.00	\$6,740.00
2014	\$124,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$124,800.00	\$6,240.00	\$0.00	\$6,240.00
2013	\$114,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$114,400.00	\$5,720.00	\$0.00	\$5,720.00
2012	\$104,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$104,000.00	\$5,200.00	\$0.00	\$5,200.00
2011	\$94,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$94,300.00	\$4,715.00	\$0.00	\$4,715.00
2010	\$88,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$88,100.00	\$4,405.00	\$0.00	\$4,405.00



FARM: 11238

North Dakota

U.S. Department of Agriculture

Prepared: 11/5/18 8:04 AM

Cass

Farm Service Agency

Crop Year: 2016

Report ID: FSA-156EZ

Abbreviated 156 Farm Record

Page: 1 of 1

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.

Operator Name	Farm Identifier	Recon Number
	2014 D OF 10259	

Farms Associated with Operator:

1745, 1809, 1827, 6788, 8949, 8963, 11266, 11267, 11539

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
312.37	312.37	312.37	0.0	0.0	0.0	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP	Native Sod			
0.0	0.0	312.37	0.0	0.0	0.0			

ARC/PLC

ARC-IC
NONE

ARC-CO
CORN, SOYBN

PLC
NONE

PLC-Default
NONE

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
CORN	81.42		94	0.0
SOYBEANS	211.68		27	0.0
Total Base Acres:	293.1			

Tract Number: 13092 Description: N2 13-139-53

BIA Range Unit Number:

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status: Tract does not contain a wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
312.37	312.37	312.37	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	312.37	0.0	0.0	0.0	

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
CORN	81.42		94	0.0
SOYBEANS	211.68		27	0.0
Total Base Acres:	293.1			

Owners: MARGARET BAUMLER

Other Producers: None



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:



Multi-Tract Auction

Cass County, ND

Monday, December 3 @ 10AM 2018

Cass County, ND

Gill Township

320±

acres Selling in 2 tracts

Tract 1

AUCTION LOCATION | Governors Inn, 2050 Governors Drive, Casselton, ND 58012



Tract 1



Tract 2



Tract 1

SteffesGroup.com