



buyer's PROSPECTUS

Monday, April 15 | 8AM-12PM ²⁰¹⁹

Clay County, MN

Alliance Township



156[±] acres

This land will be sold with immediate possession being granted to the successful bidder and is available to farm the 2019 crop year!

John & Barbara Nord, Owners

This quarter of Red River Valley farmland located on the Clay Co./Wilkin Co. line features highway frontage access and is within 2 miles of the Minn-Dak "Peet" receiving station and 5-1/2 miles from Crystal Sugar's Sabin receiving station! It has productive soils with an overall soil productivity index of 85. This is a fantastic opportunity for any regional producer to add acres to their farm for the 2019 growing season and beyond! Investors, take note of the relatively low property taxes, its close proximity to a major sugar beet piler, and also the fact that it's located within 20 miles of the FM Metro!

LAND LOCATED From the Jct. of Co. Hwy. 2 & Co. Hwy. 11, 4 miles east of Comstock, south 1-1/2 miles on Co. Hwy. 11. Land on west side of road.

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

SteffesGroup.com

Contact Max Steffes at Steffes Group, 701.237.9173 or 701.212.2849 or online at SteffesGroup.com

Max Steffes MN14-031, Scott Steffes MN14-51, Brad Olstad MN14-70

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 Monday, April 15, 2019.

- 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, May 31, 2019.**

- 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.
- **2019 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 guaranties 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 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.**

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!**

This is an AUCTION! To the Highest Bidder.

#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



[More Photos](#)

EXTENDED

Aerial Map & Directions

Clay County, MN

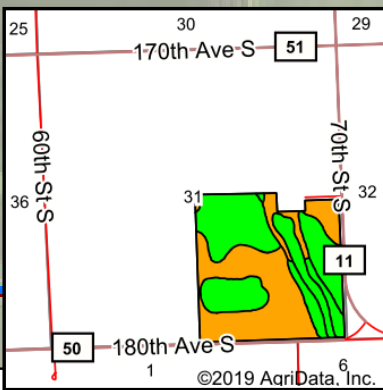
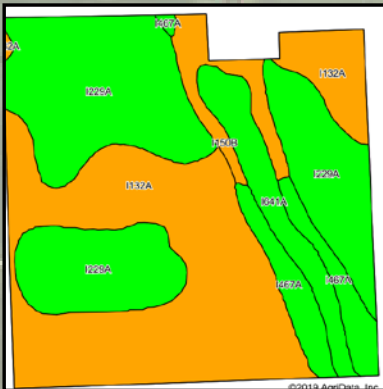
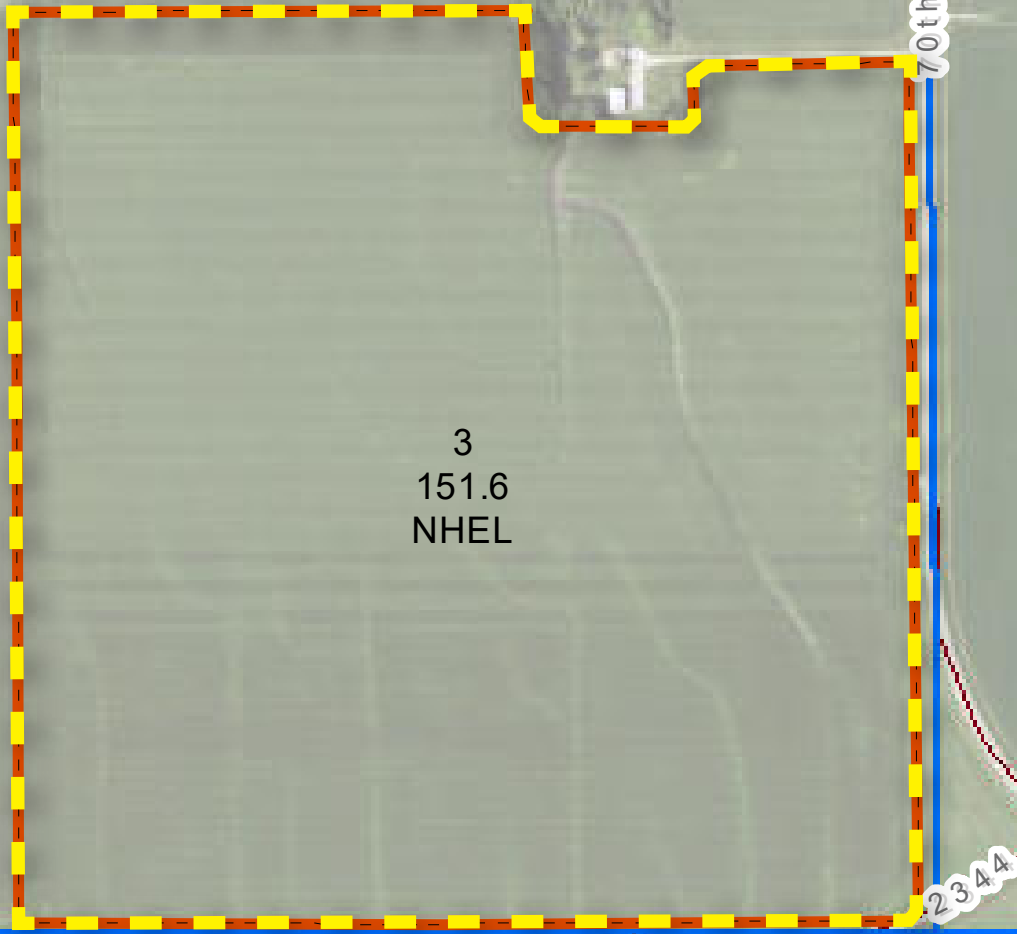
Comstock 2 **Hard Surface Road** 11 **Hard Surface Road** 11 **160th Ave SW** **70th St S**

Wilkin County, MN
Clay County, MN

PILER
MINN-DAK FARMERS COOPERATIVE

LAND LOCATED From the Jct. of Co. Hwy. 2 & Co. Hwy. 11, 4 miles east of Comstock, south 1-1/2 miles on Co. Hwy. 11. Land on west side of road.

Legal Description: SE1/4 LESS TRACT IN NE1/4 SE1/4 Section 31-137-47 • PID#: 01.031.4000 • Total Acres: 156.73±
 Cropland Acres: 151.6± • Soil Productivity Index: 85.5 • 2018 Taxes: \$2,477.60



USDA-FSA-APFO Aerial Photography Field

Area Symbol: MN027, Soil Area Version: 15

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
I132A	Northcote-Eaglepoint clays, 0 to 1 percent slopes	61.82	40.9%		IIw	75
I229A	Fargo silty clay, 0 to 1 percent slopes	60.66	40.1%		IIw	94
I467A	Bearden silt loam, 0 to 2 percent slopes	11.20	7.4%		IIe	93
I641A	Fargo silty clay, silty substratum, 0 to 1 percent slopes	10.57	7.0%		IIw	94
I150B	Zell, fine-silty-LaDelle silt loams, 2 to 6 percent slopes	6.91	4.6%		IIIe	80
Weighted Average						85.5

*c: Using Capabilities Class Dominant Condition Aggregation Method.

LORI J. JOHNSON
 CLAY COUNTY AUDITOR-TREASURER
 807 11TH STREET NORTH
 P.O. BOX 280
 MOORHEAD, MN 56561-0280
 218-299-5011
 www.claycountymn.gov

Bill#: 87657
 Owner Name: NORD JOHN & BARBARA

Property ID Number: 01.031.4000

Taxpayer: JOHN & BARBARA NORD

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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.

Property Description:

Acres: 156.73
 SE1/4 LESS TRACT IN NE1/4SE1/4 31-137-47
 Section 31 Township 137 Range 047

Line 13 Special Assessment Detail:

8001-18	346.89
8077-18	248.31

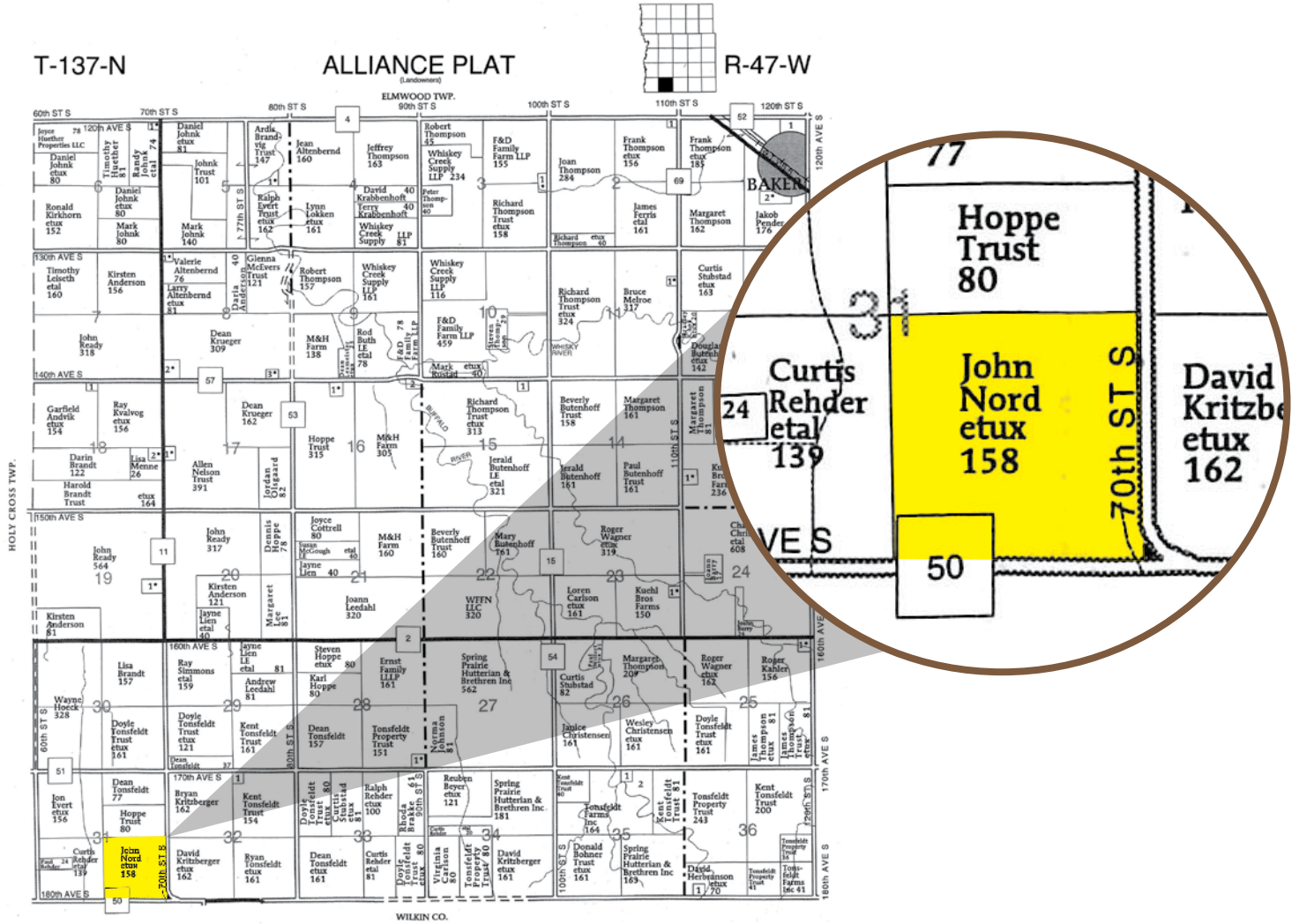
Principal: 595.20
 Interest: 0.00

2018 Property Tax Statement

VALUES AND CLASSIFICATION			
Taxes Payable Year:		2017	2018
Step 1	Estimated Market Value:	724,700.00	650,100.00
	Improvements Excluded:		
	Homestead Exclusion:	0.00	0.00
	Taxable Market Value:	724,700.00	650,100.00
	New Improvements/ Expired Exclusions:		
	Property Classification:	Ag Hstd	Ag Hstd
PROPOSED TAX			
Step 2		\$1,878.00	
PROPERTY TAX STATEMENT			
Step 3	First half taxes due:	5/15/2018	1,220.00
	Second half taxes due:	11/15/2018	1,220.00
	Total Taxes Due in 2018:		2,440.00

Tax Detail for Your Property:			
Taxes Payable Year:		2017	2018
1. Use this amount on Form M1PR to see if you are eligible for a property tax refund. File by August 15. If this box is checked, you owe delinquent taxes and are not eligible. <input type="checkbox"/>			0.00
2. Use these amounts on Form M1PR to see if you are eligible for a special refund.		0.00	
Tax and Credits	3. Property taxes before credits	2,056.56	1,863.72
	4. Credits that reduce property taxes		
	A. Agricultural market value credits	0.00	18.92
	B. Other Credits	0.00	0.00
	5. Property taxes after credits	2,056.56	1,844.80
Property Tax by Jurisdiction	6. County Clay	1,683.94	1,555.98
	7. City or Town TOWN OF ALLIANCE	101.47	92.08
	8. State General Tax	0.00	0.00
	9. School District SCHOOL DISTRICT 146		
	A. School District Other	209.64	141.28
	B. School District Voter Approved	0.00	0.00
	10. Special Taxing Districts		
	A. Special Taxing Districts	61.51	55.46
	B. TIF	0.00	0.00
	C.		
	D.		
	11. Non-school voter approved referenda levies	0.00	0.00
12. Total property tax before special assessments	2,056.56	1,844.80	
13. Special assessments	Principal: 595.20 Interest: 0.00	173.44	595.20
14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS		2,230.00	2,440.00





Minnesota
Clay

U.S. Department of Agriculture
Farm Service Agency

FARM: 9937
Prepared: 3/15/19 10:25 AM
Crop Year: 2019

Report ID: FSA-156EZ

Abbreviated 156 Farm Record

Page: 2 of 2

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: 13413 Description: SE4 less building site (31) Alliance

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
151.6	151.6	151.6	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	151.6	0.0	0.0	0.0	

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
WHEAT	16.29		41	0.0
CORN	28.4		123	0.0
SOYBEANS	81.97		30	0.0

Total Base Acres: 126.66

Owners: NORD, JOHN M
Other Producers: None

NORD, BARBARA O



Date: _____

Received of _____

Whose address is _____

SS # _____ Phone # _____ the sum of _____ in the form of _____ as earnest money and in part payment of the purchase of real estate sold by Auction and described as follows:

This property the undersigned has this day sold to the BUYER for the sum of _____ \$
Earnest money hereinafter receipted for _____ \$
Balance to be paid as follows: In Cash at Closing _____ \$

- 1. Said deposit to be placed in the Steffes Group, Inc. Trust Account until closing, BUYERS default, or otherwise as agreed in writing by BUYER and SELLER. By this deposit BUYER acknowledges purchase of the real estate subject to Terms and Conditions of this contract, subject to the Terms and Conditions of the Buyer's Prospectus, and agrees to close as provided herein and therein. BUYER acknowledges and agrees that the amount of deposit is reasonable; that the parties have endeavored to fix a deposit approximating SELLER'S damages upon BUYERS breach; that SELLER'S actual damages upon BUYER'S breach may be difficult or impossible to ascertain; that failure to close as provided in the above referenced documents will result in forfeiture of the deposit as liquidated damages; and that such forfeiture is a remedy in addition to SELLER'S other remedies.
2. Prior to closing, SELLER at SELLER'S expense and election shall furnish to Buyer either: (i) an abstract of title updated to a current date, or (ii) an ALTA title insurance commitment 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

Monday, April 15 | 8AM-12PM ²⁰¹⁹

Clay County, MN

Alliance Township



156₋⁺
acres



SteffesGroup.com