

# Land Auction Timed Online

BUYER'S PROSPECTUS

**Wilkin County**  
MINNESOTA  
Champion Township

**Tuesday, September 24 | 8AM-12PM** 2019



**144+**  
acres

***Available to Farm for  
the 2020 Crop Year!***

This farm features Hwy. 55 frontage and productive soils. It is located 1 1/2 miles east of the newly constructed dairy and 3 miles east of WD's large grain facility in Tenney, MN. Additionally, Minn-Dak's "Hawes" receiving station is 3 miles east of this property. This farm sells free and clear of any lease agreements for the 2020 crop year!

**LAND LOCATED**

NW of Tintah, MN. From the Jct. of State Hwy. 55 & 9 (2 miles north of Tintah), west 1 1/2 mile to TWP Rd. 157.

**Cooper Family, Owners**

Steffes Group, Inc. | 2000 Main Avenue East, West Fargo, ND | [SteffesGroup.com](http://SteffesGroup.com)

Contact Max Steffes at Steffes Group, 701.237.9173 or 701.212.2849  
or online at [SteffesGroup.com](http://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 Tuesday, September 24, 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, November 6, 2019.**

- 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.
- **2019 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 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

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.**

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

CATALOG ORDER

## #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 \$115,000.00 (5 bids)

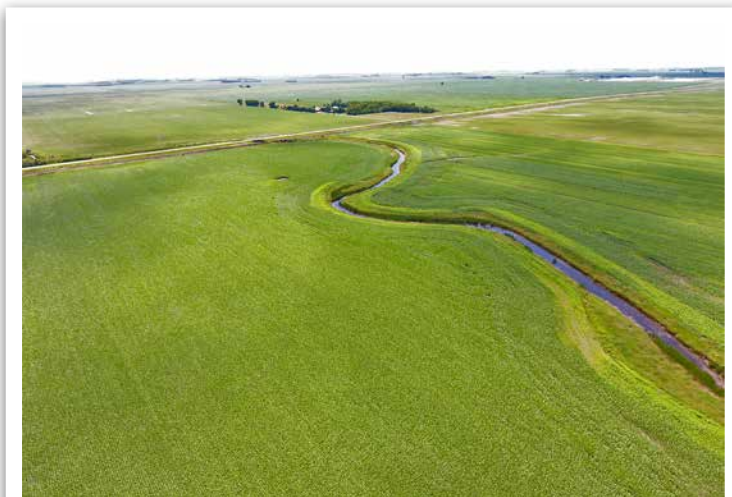


[More Photos](#)

EXTENDED

## 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!



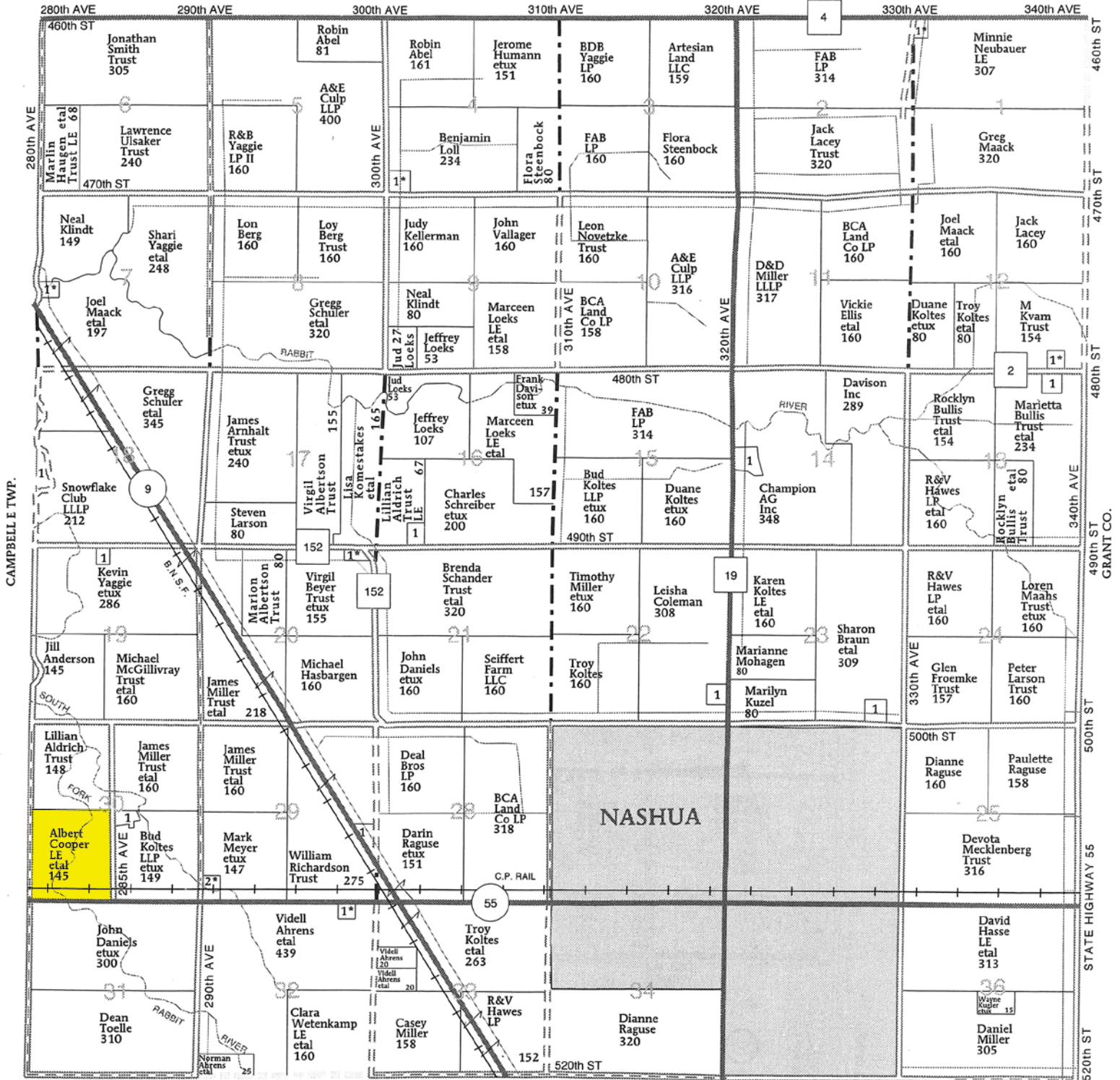
T-130-N

CHAMPION PLAT

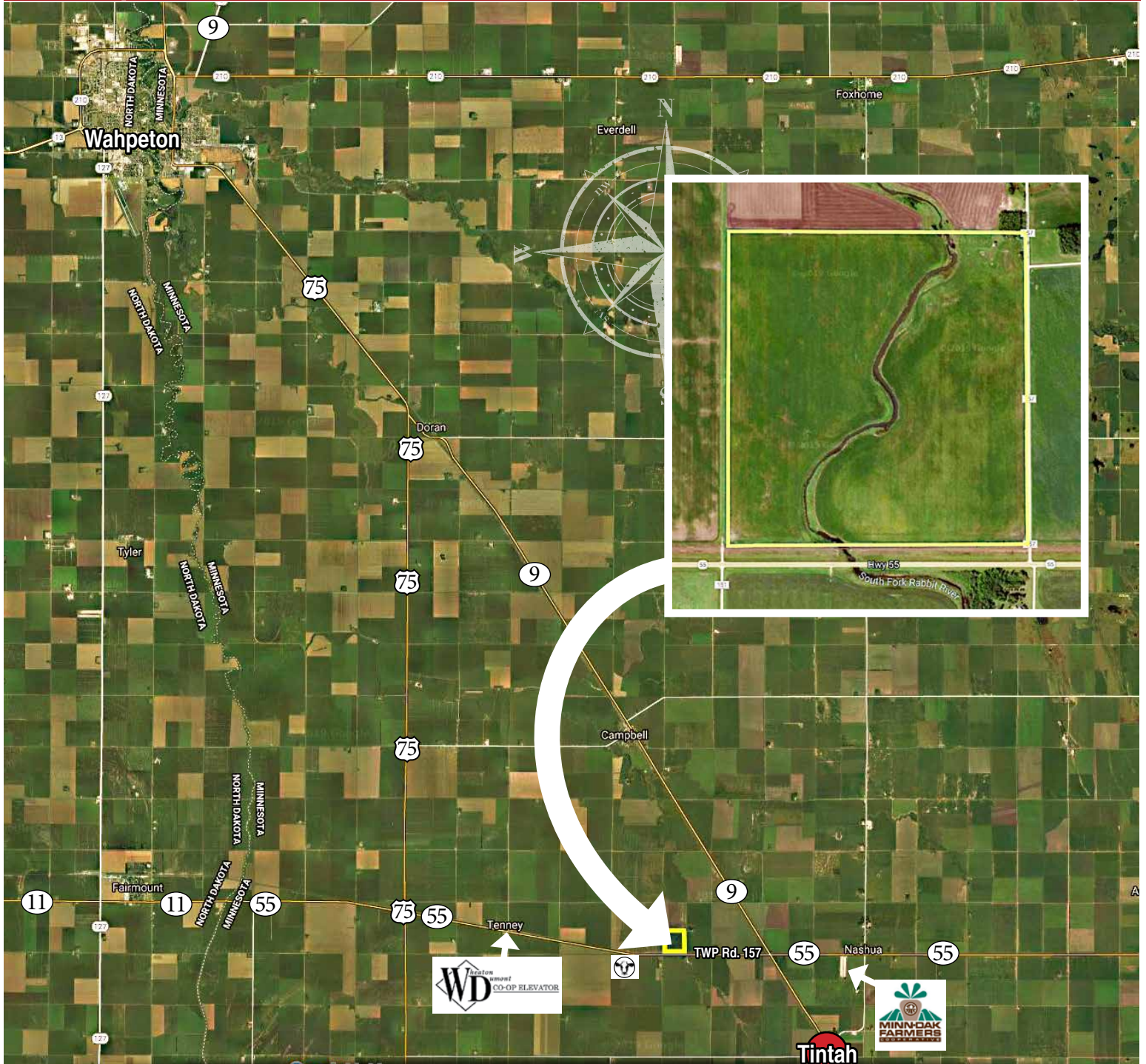
R-45-W

(Landowners)

BRADFORD TWP.



TRAVERSE CO.

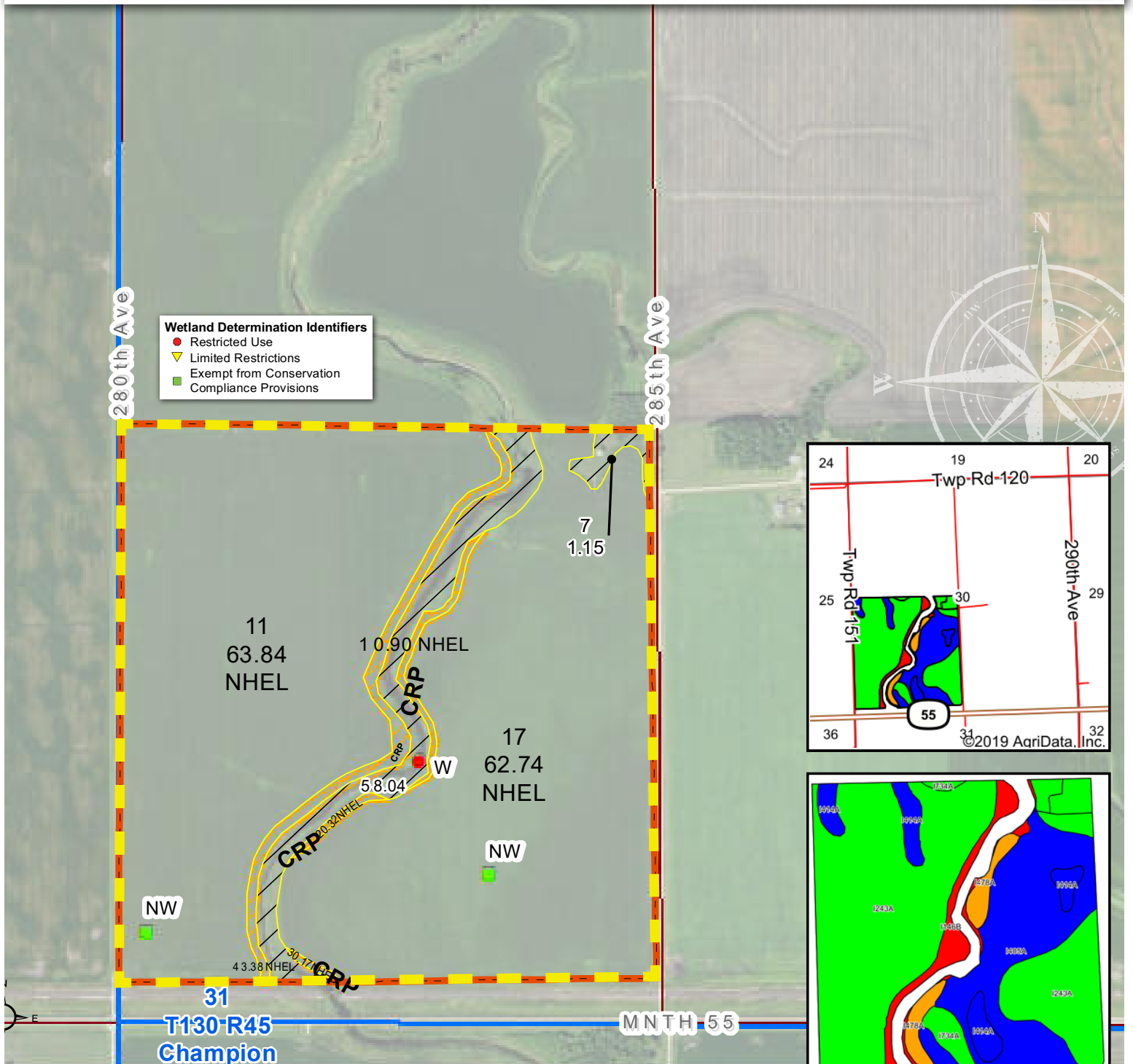


**LAND LOCATED** NW of Tintah, MN. From the Jct. of State Hwy. 55 & 9 (2 miles north of Tintah), west 1 ½ mile to TWP Rd. 157.





**Legal Description:** SW1/4 EX. R.R. Section 30-130-45 • **Total Acres:** 144.5± • **Cropland Acres:** 132±  
**CRP Cropland Acres:** 4.77± (4.77AC @ \$137.00/AC or \$653 annually. Expires 09/30/2028) • **Soil Productivity Index:** 90.1  
**Primary Soils:** Doran Clay Loam (58%), Antler Clay Loam (24%) • **2018 Taxes:** \$2,840



Area Symbol: MN167. Soil Area Version: 15

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
I243A	Doran clay loam, 0 to 2 percent slopes	77.45	58.5%	<span style="background-color: #00FF00; border: 1px solid black; display: inline-block; width: 15px; height: 15px;"></span>	IIc	98
I405A	Antler clay loam, 0 to 2 percent slopes	31.85	24.0%	<span style="background-color: #0000FF; border: 1px solid black; display: inline-block; width: 15px; height: 15px;"></span>	IIe	89
I414A	Mustinka silty clay loam, 0 to 1 percent slopes	7.93	6.0%	<span style="background-color: #0000FF; border: 1px solid black; display: inline-block; width: 15px; height: 15px;"></span>	IIw	85
I146B	Lamoure-Fluvaquents, channeled complex, 0 to 6 percent slopes, frequently flooded	7.19	5.4%	<span style="background-color: #FF0000; border: 1px solid black; display: inline-block; width: 15px; height: 15px;"></span>	IIw	20
I478A	Lamoure silty clay loam, 0 to 1 percent slopes, occasionally flooded	4.81	3.6%	<span style="background-color: #FFA500; border: 1px solid black; display: inline-block; width: 15px; height: 15px;"></span>	IIw	78
I734A	Aazdahl clay loam, 0 to 2 percent slopes	3.26	2.5%	<span style="background-color: #00FF00; border: 1px solid black; display: inline-block; width: 15px; height: 15px;"></span>	IIc	100
<b>Weighted Average</b>						<b>90.1</b>

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

JANELLE KRUMP  
 WILKIN COUNTY AUDITOR - TREASURER  
 P.O. BOX 368  
 BRECKENRIDGE, MN 56520-0368  
 218-643-7112  
 www.co.wilkin.mn.us

2019

PROPERTY TAX STATEMENT

CHAMPION

PRCL# 08-030-0300 RCPT# 2227  
 TC 5.371 5.371

Property ID Number: 08-030-0300  
 Property Description: SECT-30 TWP-130 RANG-45  
 SW1/4 EX. R.R. ACRES 144.50

ALAN COOPER ETAL

616-T

ACRES 144.50

		Values and Classification	
		Taxes Payable Year	
		2018	2019
Step 1	Estimated Market Value:	537.100	537.100
	Homestead Exclusion:		
	Taxable Market Value:	537.100	537.100
	New Improve/Expired Excls:		
	Property Class:	AGRI NON-HSTD AGRI NON-HSTD	
Sent in March 2018			
Step 2	<b>Proposed Tax</b>		
	* Does Not Include Special Assessments		2.846.00
Sent in November 2018			
Step 3	<b>Property Tax Statement</b>		
	First half Taxes:		1,420.00
	Second half Taxes:		1,420.00
	Total Taxes Due in 2019		2,840.00

\$\$\$  
REFUNDS?

You may be eligible for one or even two refunds to reduce your property tax. Read the back of this statement to find out how to apply.

		Taxes Payable Year:	
		2018	2019
1. Use this amount on Form M1PR to see if you are eligible for a homestead credit refund .....			.00
File by August 15th. <b>IF BOX IS CHECKED, YOU OWE DELINQUENT TAXES AND ARE NOT ELIGIBLE</b>		<input type="checkbox"/>	
2. Use these amounts on Form M1PR to see if you are eligible for a special refund .....			.00
<b>Property Tax and Credits</b>	3. Property taxes before credits .....	2,885.15	2,911.00
	4. A. Agricultural and rural land tax credits .....	.00	.00
	B. Other credits to reduce your property tax .....	75.15	71.00
	5. <b>Property taxes after credits</b> .....	2,810.00	2,840.00
<b>Property Tax by Jurisdiction</b>	6. County .....	2,144.00	2,170.93
	7. City or Town .....	130.84	128.58
	8. State General Tax .....	.00	.00
	9. School District: 852 A. Voter approved levies .....	.00	.00
	B. Other local levies .....	219.83	211.73
	10. Special Taxing Districts: A. BOIS DE SIOUX WATERSHED .....	315.33	328.76
	B. ....		
	C. ....		
	D. ....		
	11. Non-school voter approved referenda levies .....		
	12. Total property tax before special assessments .....	2,810.00	2,840.00
<b>Special Assessments on Your Property</b>	13. A. ....		
	B. ....		
	C. ....		
	D. ....		
	E. ....		
	14. <b>YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS</b> .....	2,810.00	2,840.00



MINNESOTA

WILKIN

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.



United States Department of Agriculture  
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 8254

Prepared : Jul 18, 2019

Crop Year : 2019

Operator Name :  
 Farms Associated with Operator : 27-167-302, 27-051-4222, 27-051-4224, 27-051-4444, 27-051-4448, 27-051-5017, 27-051-5390, 27-051-5563, 27-051-6152, 27-051-6285, 27-051-6288, 27-167-7631, 27-167-7815, 27-167-8254  
 CRP Contract Number(s) : 11344A  
 Recon ID : None  
 ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
140.54	131.35	131.35	0.00	0.00	4.77	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	126.58	0.00		0.00		0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	SOYBN	WHEAT

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	CTAP Yield	PLC Yield	HIP
Wheat	40.20	0.00	0	47	
Soybeans	56.80	0.00	0	37	
<b>TOTAL</b>	<b>97.00</b>	<b>0.00</b>			

NOTES

Tract Number : 8084  
 Description : SW4 30CHAMP/WILKIN  
 FSA Physical Location : MINNESOTA/WILKIN  
 ANSI Physical Location : MINNESOTA/WILKIN  
 BIA Unit Range Number :  
 HEL Status : NHEL: No agricultural commodity planted on undetermined fields  
 Wetland Status : Tract contains a wetland or farmed wetland  
 WL Violations : None  
 Owners : ALAN COOPER, ROLAND COOPER, ANGELA EDENBORG, KORY COOPER  
 Other Producers :  
 Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
140.54	131.35	131.35	0.00	0.00	4.77	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	126.58	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	40.20	0.00	0	47
Soybeans	56.80	0.00	0	37
<b>TOTAL</b>	<b>97.00</b>	<b>0.00</b>		



This form is available electronically.

WILKIN COUNTY  
FSA OFFICE

Page 1 of 2

CRP-1 (10-22-15)  <b>CONSERVATION RESERVE PROGRAM CONTRACT</b>	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	ST. & CO CODE & ADMIN. LOCATION 27 167	2. SIGN-UP NUMBER 51
	3. CONTRACT NUMBER 11344A		4. ACRES FOR ENROLLMENT 4.77
7A. COUNTY OFFICE ADDRESS (Include Zip Code) WILKIN COUNTY FARM SERVICE AGENCY 1150 HWY 75 NORTH SUITE 1 BRECKENRIDGE, MN 56520-1117		5. FARM NUMBER 0008254	6. TRACT NUMBER(S) 0008084
7B. TELEPHONE NUMBER (Include Area Code): (218) 643-1536 x2		8. OFFER (Select one) GENERAL <input type="checkbox"/> ENVIRONMENTAL PRIORITY <input checked="" type="checkbox"/>	9. CONTRACT PERIOD FROM: (MM-DD-YYYY) 10/01/2018 TO: (MM-DD-YYYY) 09/30/2028

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2; CRP-2C; or CRP-2G.

10A. Rental Rate Per Acre	\$ 137.00	11. Identification of CRP Land (See Page 2 for additional space)				
10B. Annual Contract Payment	\$ 653	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
10C. First Year Payment	\$ 653	0008084	0001	CP21	331.90	331
(Item 10C applicable only to continuous signup when the first year payment is prorated.)		0008084	0002	CP21	0.32	7
		0008084	0003	CP21	1.39 .17	139

**12. PARTICIPANTS (If more than three individuals are signing, see Page 3)**

A(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code):	(2) SHARE	(3) SIGNATURE	(4) DATE (MM-DD-YYYY)
ALAN COOPER	100.00%	<i>Alan Cooper</i>	7/5/18
KORY COOPER	0.00%	<i>KC</i>	7/5/18
ROLAND COOPER	0.00%	<i>Roland Cooper</i>	7/5/18

<b>13. CCC USE ONLY</b>	A. SIGNATURE OF CCC REPRESENTATIVE <i>Carol Cooper</i>	B. DATE (MM-DD-YYYY) 9/24/2018
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**NOTE:** The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 1410, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

This information collection is exempted from the Paperwork Reduction Act as specified in the Agricultural Act of 2014 (Pub. L. 113-79, Title I, Subtitle F, Administration). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) Persons with disabilities, who wish to file a program complaint, write to the address below or if you require alternative means of communication for program information (e.g., Braille, large print, audiotape, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint, please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider and employer.

Original – County Office Copy
  Owner's Copy
  Operator's Copy




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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 Timed Online

**Wilkin County**  
MINNESOTA  
Champion Township

**Tuesday, September 24 | 8AM-12PM 2019**



**SteffesGroup.com**



2000 Main Avenue East | West Fargo, ND 58078  
800.726.8609 TF | 701.237.9173 P | 701.237.0976 F  
701.203.8400 P | Grand Forks, ND 58201

24400 MN Hwy 22 South | Litchfield, MN 55355  
320.693.9371 P | 320.693.9373 F  
308.217.4508 | Lexington, NE 68850

2245 East Bluegrass Road | Mt. Pleasant, IA 52641  
319.385.2000 P | 319.385.4709 F

1688 Hwy 9 | Larchwood, IA 51241  
712.477.2144 P | 712.477.2577 F  
515.432.6000 P | Ames, IA 50010