

CASS COUNTY
NORTH DAKOTA

Thursday, August 20 | 9:30AM ²⁰²⁰



Built on Trust.

FARMSTEAD AUCTION

12± Acres



Preview/Open House

Wednesday, August 5th
from 3-5PM & Saturday,
August 15th from 9am-12pm

Auctioneers Note: This charming well cared for farmstead is a must see! This property features ample storage and numerous out buildings which have all been cared for or improved in some way. This property will sell absolute regardless of price to the highest bidder. The successful bidder will also have the option to purchase 5± additional acres of adjoining property to the east. If you're in the market for a farmstead close to the FM metro, you'll want to take a look!

Location: 1879 156th Ave SE, Arthur, ND



Steffes Group, Inc. | 2000 Main Avenue East, West Fargo, ND | 701.237.9173

Rand & Ann Nyberg, Owners. At Steffes Group contact Max Steffes at 701.237.9173 or 701.212.2849 or online at SteffesGroup.com

Max Steffes ND999, Scott Steffes ND81. **TERMS:** \$10,000 down upon signing purchase agreement with balance due at closing in 60 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 guarantees 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 \$10,000 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 **Tuesday, October 20th, 2020.**
- Seller will provide up-to-date date abstracts at their expense and will convey property by **Warranty Deed.**
- 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
- **2020 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 ABSOLUTE REGARDLESS OF PRICE AFTER THE OPENING BID.**

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 must **be paid Tuesday, October 20th, 2020.** 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?

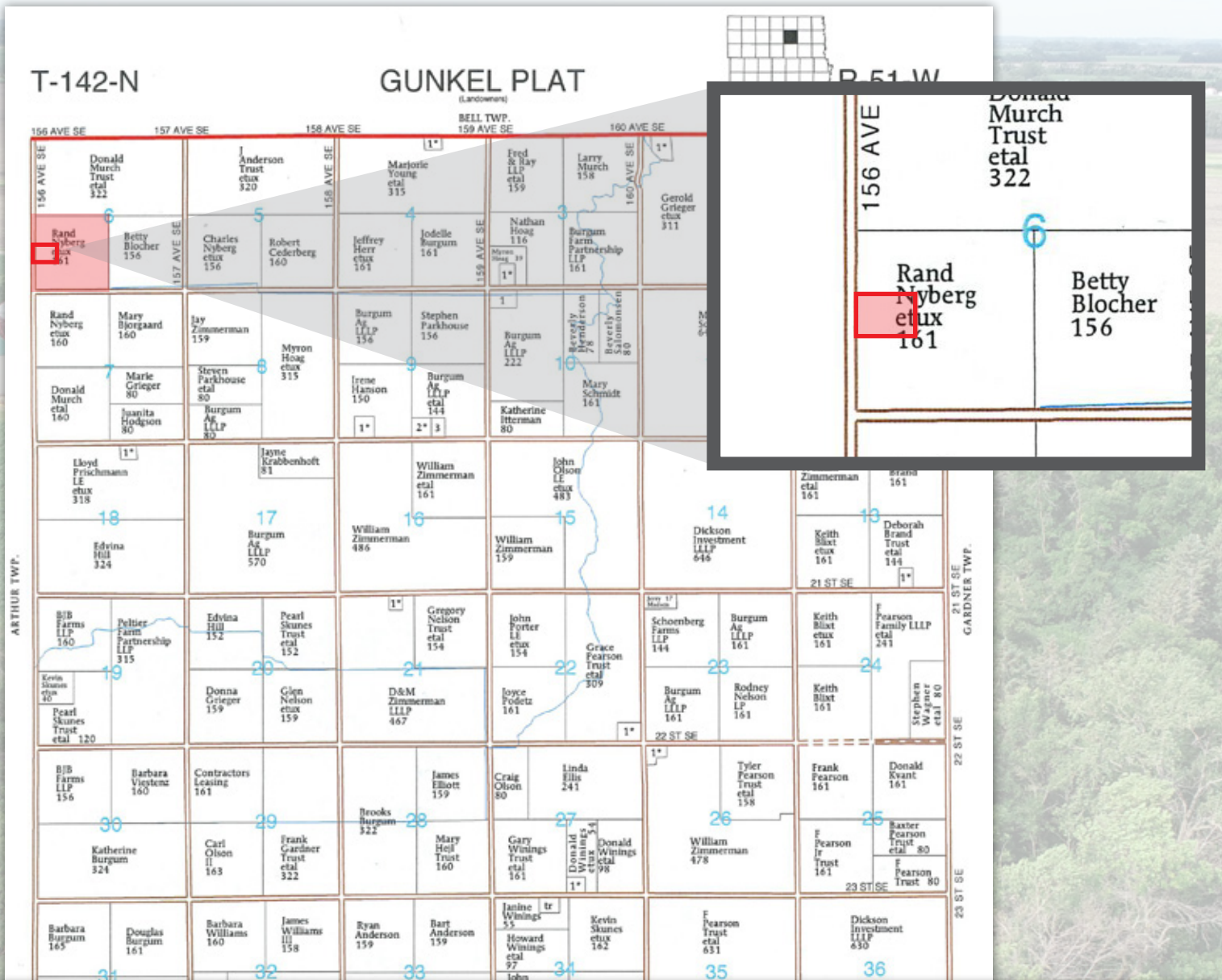
1. Estimate comparative value.
2. Experienced buyers always decide what to pay before the bidding begins.
3. Inspect the property carefully.
4. Compare with other properties available in the area.
5. Check the selling price of previously sold properties.
6. Discuss your buying plans with a lender. Have 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.

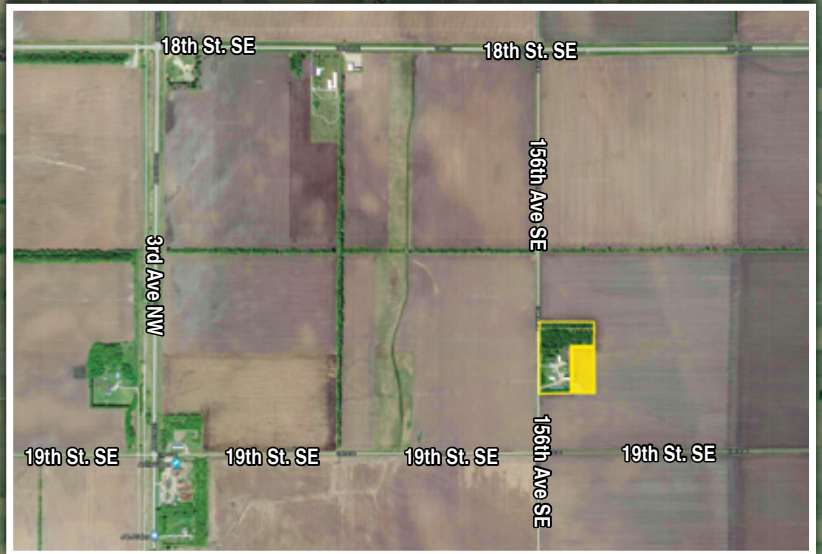
THE BIDDING STRATEGY

- 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.



Address: 1879 156th Ave SE, Arthur, ND 58006

Description: 12± Acres (Subject to Survey) Section 6-142-51



Address: 1879 156th Ave SE, Arthur, ND 58006

3 Bed, 1 Bath, 2,000 sq. ft. Home

Description & General Info:

- 12± Acres (Subject to Survey) Section 6-142-51
- Built in early 1900's, poured/block foundation
- Utilities: EFA w/off peak heat, central air & portable AC units (upstairs & office), rural water, septic system
- PID #: Part of 42-0000-06026-000
- Taxes: Subject to reconstitution (\$3,122 for current 158AC Parcel)

Outbuildings:

- Machine Shed - 90'x60' w/40'x16' bi-fold door, pole frame, dirt floor
- Morton Building - 40'x80', 20'x14' sliding door, pole frame, dirt floor
- Barn - 25'x32' w/14' lean-to, New tin & concrete footings in approx. 2010
- Shop - 70'x40' w/14'x30' lean to garage, 30' concrete apron, updated electrical work
- Original Shop - 32'x24', concrete floors, updated electrical work
 - Garage - 18'x13', concrete floors
 - (2) Granaries - 32'x20' & 24'x16'
 - (9) 2,500 bu. Butler bins



21273

SHEET 1 OF 2



Scale in Feet
0 200

BASIS OF BEARINGS:
THE WEST LINE OF THE SW1/4
OF SEC. 6 HAS AN ASSUMED
BEARING OF N2°26'24"W

PLAT OF

AUDITOR'S LOT NO. _____

PART OF THE SW1/4 OF SECTION 6, TOWNSHIP 142 NORTH,
RANGE 51 WEST, CASS COUNTY, NORTH DAKOTA

LEGEND

- IRON MONUMENT FOUND
- SET 5/8" REBAR WITH YELLOW PLASTIC CAP #6571
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING



***Please note, this survey represents the farmstead with the additional 5± acres for purchase**

Statements

Year	Statement #	Type	Tax	Penalty	Interest	Discount *	Paid	Balance	Add to Cart
2019	190159333	Real Estate	\$3,269.54	\$0.00	\$0.00	\$147.20	\$3,122.34	\$0.00	Paid
2018	180158604	Real Estate	\$3,014.46	\$0.00	\$0.00	\$142.59	\$2,871.87	\$0.00	Paid
2017	170157696	Real Estate	\$2,837.00	\$0.00	\$0.00	\$133.71	\$2,703.29	\$0.00	Paid
2016	160157656	Real Estate	\$2,683.95	\$0.00	\$0.00	\$126.06	\$2,557.89	\$0.00	Paid
2015	150157002	Real Estate	\$2,185.45	\$0.00	\$0.00	\$101.14	\$2,084.31	\$0.00	Paid
2014	140155827	Real Estate	\$2,090.20	\$0.00	\$0.00	\$96.37	\$1,993.83	\$0.00	Paid

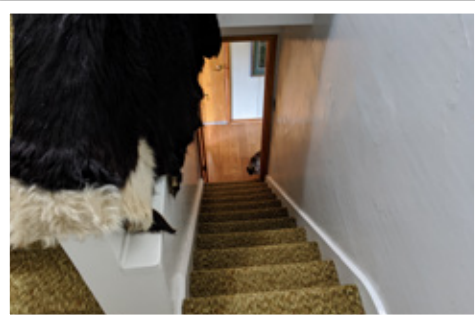
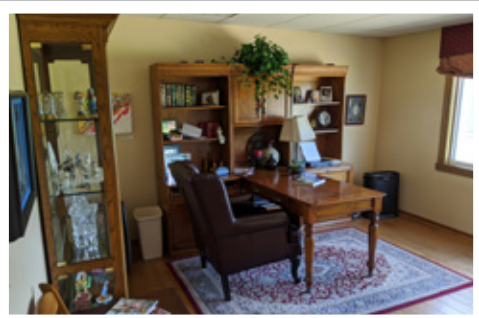
Assessments

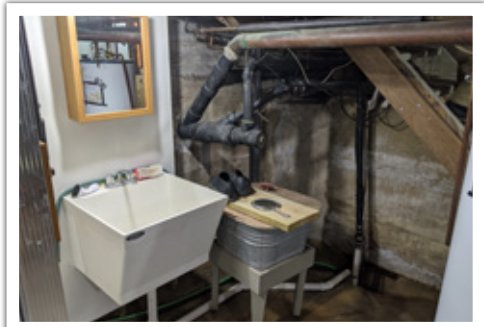
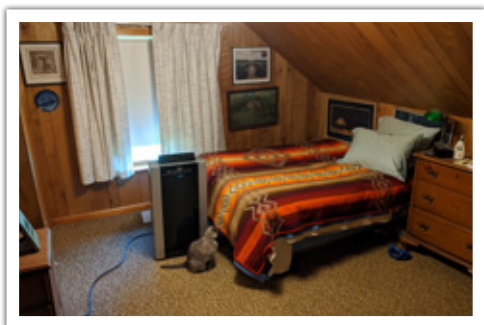
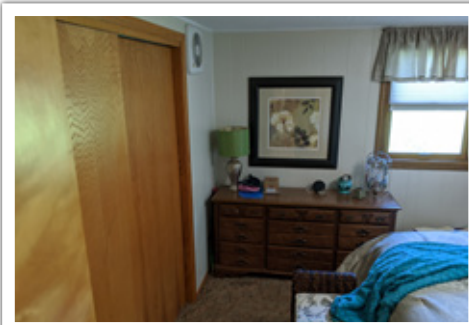
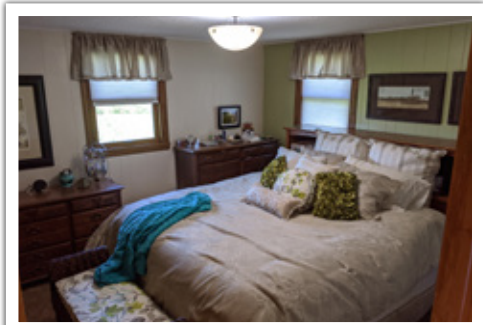
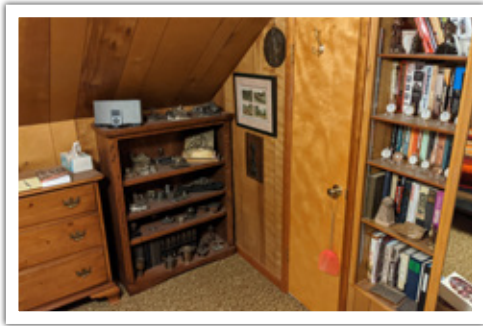
Year	Agricultural ----- Land	Residential ----- Land	Residential ----- Building	Commercial ----- Land	Commercial ----- Building	Total	Taxable Value Before Credits	Credits	Net Taxable Value
2019	\$214,000.00	\$34,000.00	\$86,200.00	\$0.00	\$0.00	\$334,200.00	\$16,109.00	\$0.00	\$16,109.00
2018	\$205,800.00	\$34,000.00	\$86,200.00	\$0.00	\$0.00	\$326,000.00	\$15,699.00	\$0.00	\$15,699.00
2017	\$200,800.00	\$1,700.00	\$103,400.00	\$0.00	\$0.00	\$305,900.00	\$14,770.00	\$0.00	\$14,770.00
2016	\$200,800.00	\$1,500.00	\$98,500.00	\$0.00	\$0.00	\$300,800.00	\$14,540.00	\$0.00	\$14,540.00
2015	\$181,000.00	\$1,500.00	\$48,600.00	\$0.00	\$0.00	\$231,100.00	\$11,305.00	\$0.00	\$11,305.00
2014	\$167,600.00	\$1,500.00	\$44,600.00	\$0.00	\$0.00	\$213,700.00	\$10,455.00	\$0.00	\$10,455.00

Parcel #:	42-0000-06026-000
Owner:	RAND L & ANN NYBERG
Address:	1879 156 AVE SE GUNKEL TOWNSHIP ND 99999
Jurisdiction:	Gunkel Township
Mortgage Company:	

2019 Statement #190159333	
Mill Levy Rate:	182.76
Consolidated:	\$2,944.08
Specials:	\$0.00
Drains:	\$325.46
Other:	\$0.00
Discounts:	\$147.20
Pen/Int:	\$0.00
1st Due:	\$0.00
2nd Due:	\$0.00
Amount Due:	\$0.00
Grand Total Due:	\$0.00









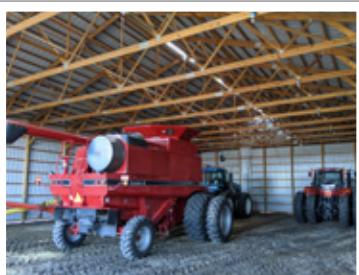
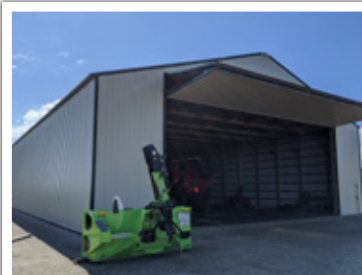
Barn



Bins



Granaries



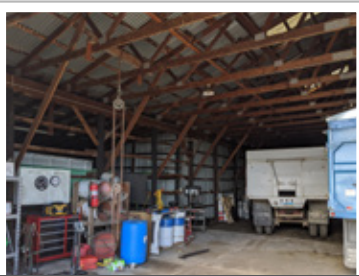
Machine Shed



Garage



Morton Building



Shop



Original Shop





Equipment Auction

Thursday, August 20 at 10AM



To Include: Tractors & Loader, GPS Equipment, Combine, Heads, Header Trailer & Swathers, Grain Cart, Air Drill, Tillage Equipment & Rotary Hoe, Semi Tractors & Box Trucks, Pickup, Hopper Bottom Trailer, Grain Handling & Aeration Equipment, Scraper & Blade, Other Equipment, ATV & Ramps, Tanks, Parts & Farm Support Items, Shop Equipment

Visit SteffesGroup.com For Complete Terms, Lot Listings, Photos!



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:

Cass County, ND

Thursday, August 20 | 9:30AM²⁰²⁰



2000 Main Avenue East
West Fargo, ND 58078
701.237.9173 P | 701.237.0976 F

701.203.8400 P | Grand Forks, ND 58201

701.580.2426 | Watford City, ND 58854

24400 MN Hwy 22 South
Litchfield, MN 55355
320.693.9371 P | 320.693.9373 F

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

308.217.4508 | Lexington, NE 68850

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

641.423.1947 | Mason City, IA 50401

515.432.6000 P | Ames, IA 50010

SteffesGroup.com