Auctioneers Note: Opportunity to purchase 40± Acres of land south of Horace, ND. This land is adjacent to a black top road and is available to farm for the 2021 crop year.

LAND LOCATED: From Horace, 4.2 miles south on Co. Rd. 17, land on the east side of the road.

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

The Estate of Maurice Rheault, Glenn Rheault, PR
Contact our office at 701.237.9173; or at Steffes Group, Max Steffes, 701.212.2849, Dave Benedict, 701.238.5062, or visit SteffesGroup.com

Max Steffes ND999, Scott Steffes ND81, Brad Olistad ND319. TERMS: 10% down upon signing purchase agreement with balance due at closing in 45 days.
The contract signing will take place on November 5, 2020.
The successful bidder will be required to register their name, address and telephone number in order for their bidding number to be approved.

The auction begins at 8AM and will end at 12PM Thursday, November 5, 2020.

- 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 at closing in 45 days.
- Closing will take place at a professional closing company agreeable to both buyer and seller.
- 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 the 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 regardless of 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 $500.00.
- 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
Some dimensions and descriptions are approximations only based upon the best information available and are subject to possible variation. Sketches may not be drawn to scale and photographs may not depict the current condition of the property. Bidders should inspect the property and review all the pertinent documents and information available, as each bidder is responsible for evaluation of the property and shall not rely upon the Seller, Broker or Auctioneer, their Employees or Agents. The property will be sold AS IS and without any warranties or representations, expressed or implied.

SUCCESSFUL BIDDER
The successful bidder of the property shall be determined by competitive bidding. Should any dispute arise between bidders, the auctioneer shall have the right to make the final decision either to determine the successful bidder or to re-offer the property that is in dispute. The auction will be recorded and the auctioneer’s records shall be conclusive in all respects.

SELLER’S PERFORMANCE
The Seller has agreed to the terms of the sale as published. However, the Broker and Auctioneer make no warranties or guarantees as to the Seller’s performance.

AGENCY DISCLOSURE
Steffes Group, Inc. is representing the Seller.

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.
Bidding Process

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.

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!

Plat Map - PLEASANT TOWNSHIP

Cass County, ND

Description: N1/2S1/2NW1/4 (Less 1995 R/W) Section 8-137-49
Total Acres: 39.19± Cropland Acres: 38.24±
• PID #: 57-0000-10263-010
• Soils: Fargo silty clay (100%) • Taxes (2019): $645.26
From Horace, 4.2 miles south on Co. Rd. 17, land on the east side of the road
### Soils Data Provided by USDA and NRCS

<table>
<thead>
<tr>
<th>Code</th>
<th>Soil Description</th>
<th>Acres</th>
<th>Percent of field</th>
<th>PI Legend</th>
<th>Non-Irr Class</th>
<th>Productivity Index</th>
</tr>
</thead>
<tbody>
<tr>
<td>I229A</td>
<td>Fargo silty clay, 0 to 1 percent slopes</td>
<td>38.24</td>
<td>100.0%</td>
<td>IIw</td>
<td>86</td>
<td></td>
</tr>
</tbody>
</table>

* Using Capabilities Class Dominant Condition Aggregation Method

Area Symbol: ND017, Soil Area Version: 20

* Exempt from Conservation Compliance Provisions

Weighted Average 86

---

Wetland Determination Identifiers

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

**Farm 11030**

**Tract 10306**

**Description:** N1/2S1/2NW1/4 (Less 1995 R/W) Section 8-137-49  • **Total Acres:** 39.19±  • **Cropland Acres:** 38.24±  
**PID #:** 57-0000-10263-010  • **Soil Productivity Index:** 86  • **Soils:** Fargo silty clay (100%)  • **Taxes (2019):** $645.26

**Wetland Determination Identifiers**

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

**Soils Map**

**Weighted Average 86**
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.

Other Producers: None

<table>
<thead>
<tr>
<th>Tract Number</th>
<th>Description</th>
<th>FSA Physical Location</th>
<th>ANSI Physical Location</th>
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<tbody>
<tr>
<td>10306</td>
<td>N2S2NW 8-137-49</td>
<td>Cass, ND</td>
<td>Cass, ND</td>
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</table>

<table>
<thead>
<tr>
<th>BIA Range Unit Number:</th>
<th>HEL Status:</th>
<th>Wetland Status:</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>NHEL: no agricultural commodity planted on undetermined fields</td>
<td>Tract does not contain a wetland</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Crop</th>
<th>Base Acreage</th>
<th>PLC Yield</th>
<th>CCC-505 CRP Reduction</th>
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<tr>
<td>WHEAT</td>
<td>12.76</td>
<td>53</td>
<td>0.0</td>
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<tr>
<td>SOYBEANS</td>
<td>25.48</td>
<td>34</td>
<td>0.0</td>
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<table>
<thead>
<tr>
<th>Total Base Acres</th>
<th>Owners:</th>
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</thead>
<tbody>
<tr>
<td>38.24</td>
<td>RHEAULT, MAURICE</td>
</tr>
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</table>

### Statements

<table>
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<tr>
<th>Year</th>
<th>Statement #</th>
<th>Type</th>
<th>Tax</th>
<th>Penalty</th>
<th>Interest</th>
<th>Discount *</th>
<th>Paid</th>
<th>Balance</th>
<th>Add to Cart</th>
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<tbody>
<tr>
<td>2019</td>
<td>190163193</td>
<td>Real Estate</td>
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<td>$0.00</td>
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<td>$620.18</td>
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<td>2018</td>
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<td>Real Estate</td>
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<td>$0.00</td>
<td>$24.92</td>
<td>$617.08</td>
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<td>Real Estate</td>
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<td>2014</td>
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</tbody>
</table>

### Assessments

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<tr>
<th>Year</th>
<th>Agricultural Land</th>
<th>Residential Land</th>
<th>Commercial Land</th>
<th>Total</th>
<th>Taxable Value Before Credits</th>
<th>Credits</th>
<th>Net Taxable Value</th>
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<td>$0.00</td>
<td>$0.00</td>
<td>$53,200.00</td>
<td>$0.00</td>
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<td>$0.00</td>
<td>$0.00</td>
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<tr>
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<td>$0.00</td>
<td>$0.00</td>
<td>$49,600.00</td>
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<td>$49,600.00</td>
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<tr>
<td>2016</td>
<td>$48,100.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$48,100.00</td>
<td>$0.00</td>
<td>$48,100.00</td>
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<tr>
<td>2015</td>
<td>$48,100.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$48,100.00</td>
<td>$0.00</td>
<td>$48,100.00</td>
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<tr>
<td>2014</td>
<td>$44,600.00</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$44,600.00</td>
<td>$0.00</td>
<td>$44,600.00</td>
</tr>
</tbody>
</table>
Earnest Money Receipt & Purchase Agreement

Cass County, ND

SteffesGroup.com

Received of

Whose address is

Date: ______________________

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 $ ________________________ in Cash at Closing

Balance to be paid as follows $ ________________________

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. SELLER 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 installments of 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:

__________________________________________________________________________________________

__________________________________________________________________________________________

__________________________________________________________________________________________

MN, ND, SD Rev0418
Cass County, ND
Thursday, November 5 from 8AM-12PM

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