

POLK COUNTY  
MINNESOTA

Opens: Tuesday, April 26 | 8AM

**Closes: Tuesday, May 3 | 12PM** CST  
2022

# LAND AUCTION

Timed Online

*Great Recreational Opportunities!*



**56+ Acres**

Attention hunters and investors!  
Here is an opportunity to purchase  
income producing CRP acres in  
Polk County, north of Fertile MN.  
Maple Lake is a short 15-minute  
drive east of the property,  
giving way to large recreational  
opportunities year-round.



📍 Fertile, MN. From the intersection of Polk County Rd 41 and MN State Hwy 32, 1-1/2 miles west to north end of tract.

Steffes Group, Inc. | 2000 Main Avenue East, West Fargo, ND | 701.237.9173 | [SteffesGroup.com](http://SteffesGroup.com)

**Eric & Tracee Engelstad, Owners**

Contact Max Steffes at Steffes Group, 701.237.9173 or 701.212.2849 or visit [SteffesGroup.com](http://SteffesGroup.com)

Scott Steffes MN14-51; Max Steffes MN14-031; 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 Tuesday, April 26, 2022 at 8AM and will end Tuesday, May 3, 2022 at 12PM.**

- 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.
- **2022 taxes to be prorated to the date of close.** 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 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 guarantees 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.

#### CRP CONTRACTS

Buyer(s) agree to follow all requirements of conservation plans and practices required by the FSA & NRCS to maintain eligibility in the Conservation Reserve Program. Buyer(s) agree to accept responsibility and liability for any actions by the buyer which would endanger eligibility for the CRP or actions that would require repayment of the CRP payment or payments. Buyer(s) further agree to indemnify and hold harmless the sellers/tenant for any recovery sought by the FSA due to actions of buyer, which would violate the requirements of the CRP.

# Timed Online Bidding Process

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.

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


CATALOG ORDER

EXTENDED

**#1 Cavalier County, ND**  
**Land Auction - 153.24± Acres**

Description: NW ¼ Section 5-163-57  
 Deeded Acres: 160.00+/-  
 Cropland Acres: 124+/-  
 Wooded Acres: 26+/-  
 Soil Productivity Index: 75  
 Taxes ('15): \$978.47

00:04:00



US \$3,500/X [More Photos](#)  
 US \$560,000.00  
 (160.00 X \$3,500.00)

## This is an AUCTION! To the Highest Bidder.

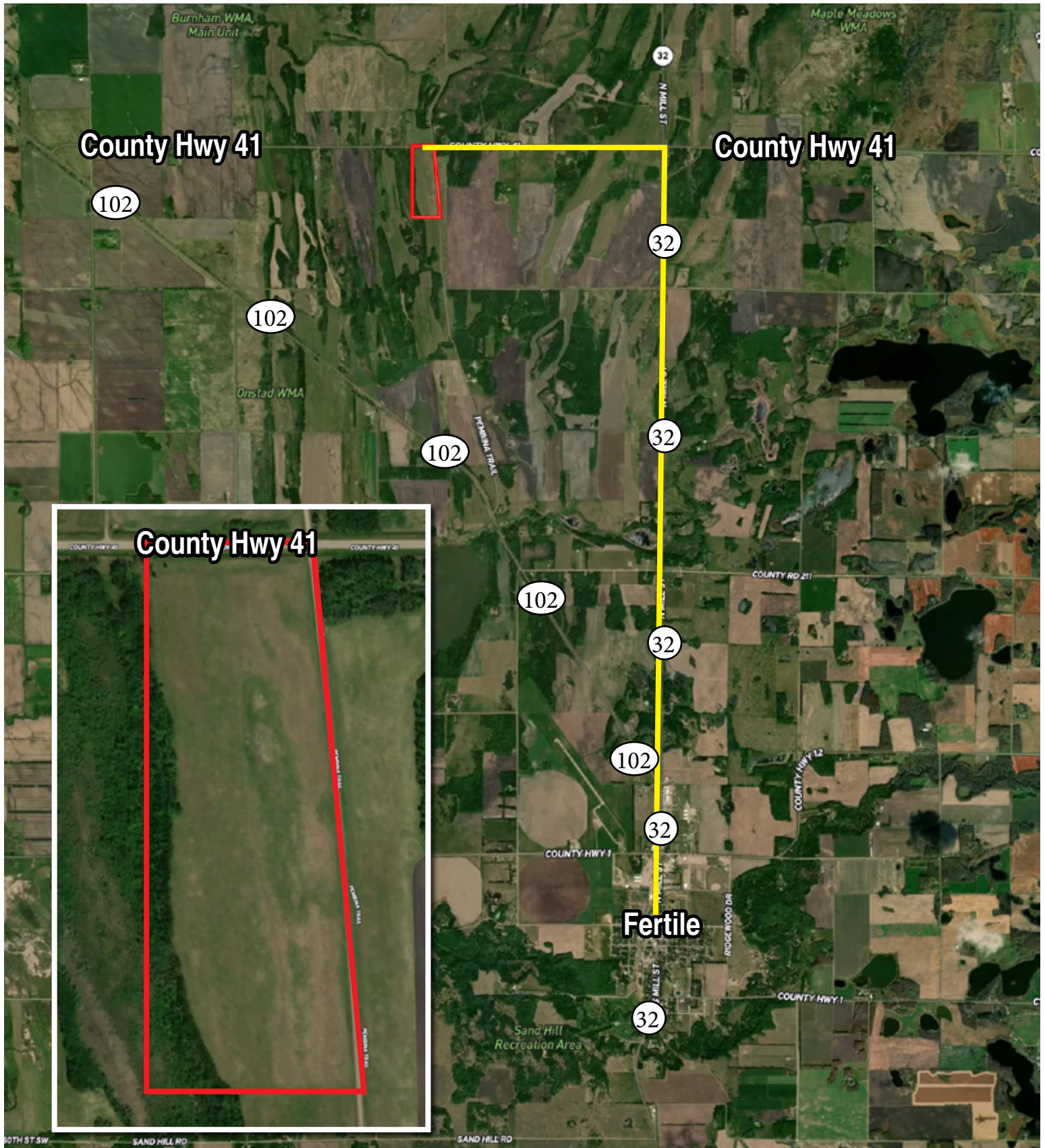
The bidding will not close and property will not be sold until everyone has had the opportunity to make his or her highest and best bid. PLEASE NOTE THIS IS A SAMPLE FOR THE TIMED ONLINE BIDDING PLATFORM AND DOES NOT REPRESENT THIS AUCTION SALE!

### APRIL 2022

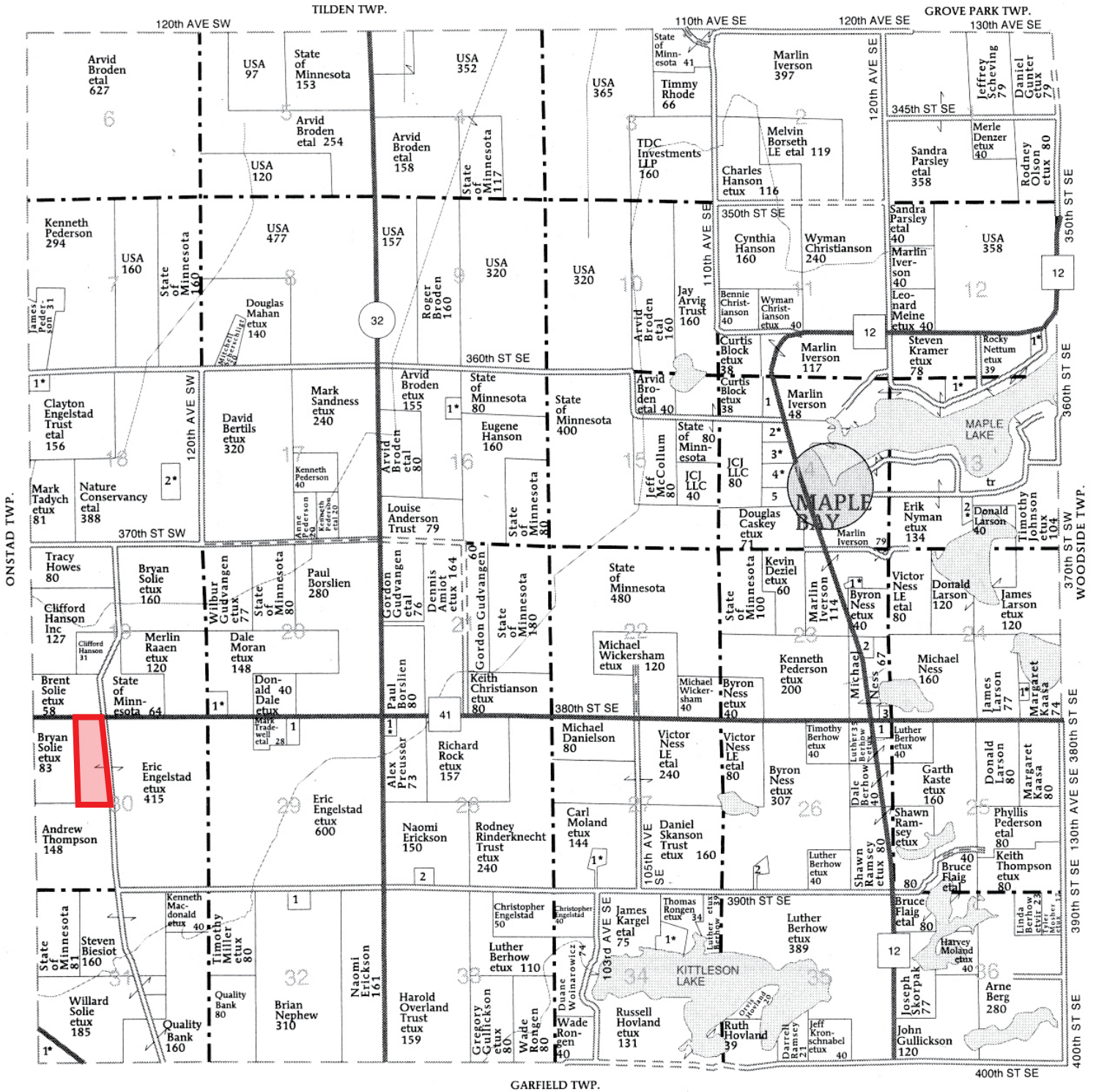
S	M	T	W	TH	F	S
17	18	19	20	21	22	23
24	25	<i>Opens</i> 26	27	28	29	30

### MAY 2022

1	2	<i>Closes</i> 3	4	5	6	7
8	9	10	11	12	13	14



**Fertile, MN. From the intersection of Polk County Rd 41 and MN State Hwy 32, 1-1/2 miles west to north end of tract.**

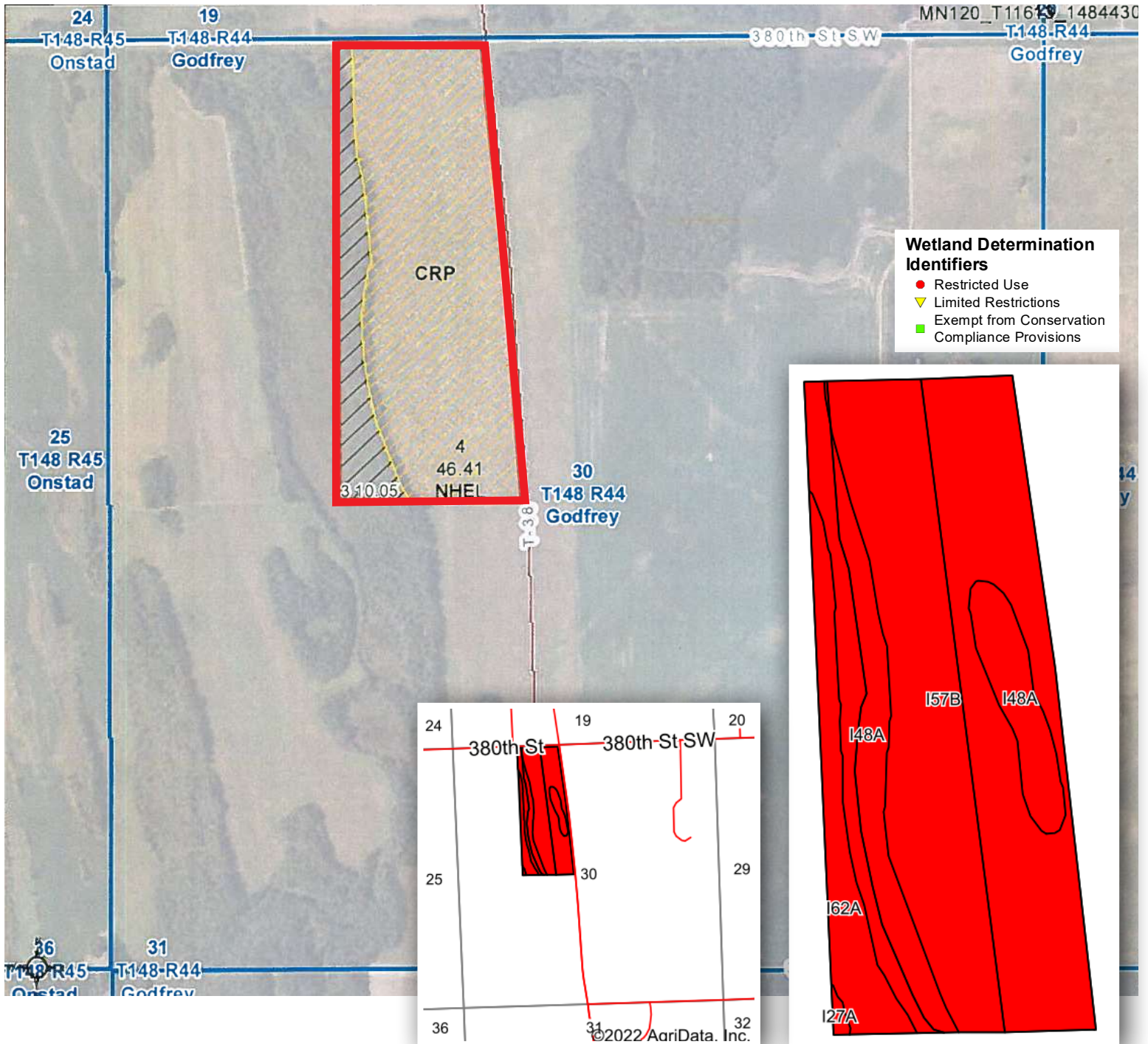


**Godfrey Township: W2 NE4 & SE4NW4 Lying Wly of Twp RD & PT E2 NE4 NW4 Lying Wly of Twp Rd Section 30-148-44 • Total Acres: 56± • Cropland Acres: 46±**

**Description:** W2 NE4 & SE4NW4 Lying Wly of Twp RD & PT E2 NE4 NW4 Lying Wly of Twp Rd Section 30-148-44

**Total Acres:** 56± • **CRP Cropland Acres:** 46± (46.41 Acres at \$51.46 or \$2,388 annually. Expires 9/30/2035)

**PIDs:** 30.00194.00, 30.00194.04 • **Soil Productivity Index:** 35 • **Soils:** Sandberg-Radium complex (66.5%), Radium loamy sand (23.6%), Syrene sandy loam (9.6%) • **Taxes (2022):** \$658.00



Area Symbol: MN119, Soil Area Version: 16						
Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
I57B	Sandberg-Radium complex, 0 to 6 percent slopes	37.50	66.5%		IVs	33
I48A	Radium loamy sand, 0 to 2 percent slopes	13.29	23.6%		IVs	39
I62A	Syrene sandy loam, 0 to 2 percent slopes	5.44	9.6%		IVw	40
I27A	Hamre muck, 0 to 1 percent slopes	0.20	0.4%		IVw	15
<b>Weighted Average</b>					<b>4.00</b>	<b>35</b>

# Tax Statements & Parcel Report

**Polk County**  
612 N Broadway, Suite 207  
Crookston, MN 56716  
218-281-2554

**PIN:** 30.00194.00      **AIN:**  
**BILL NUMBER:** 317410  
**LENDER:**  
**OWNER NAME:** ENGELSTAD ERIC J & TRACEE L

**TAXPAYER(S):**  
ERIC J & TRACEE L ENGELSTAD  
11974 LAKE ST SE  
MENTOR MN 56736



**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 ADDRESS**

**DESCRIPTION**  
Acres: 49.32 Section 30 Township 148 Range 044  
W2 NE4 NW4 & SE4 NW4 LYING WLY  
Line 13 Detail  
RLWD BURNHAM 11.09  
Principal 11.09  
Interest 0.00

TAX STATEMENT		2022	
2021 Values for taxes payable in			
Step	VALUES AND CLASSIFICATION	2021	2022
		<b>1</b>	<b>Taxes Payable Year:</b> Estimated Market Value:  Homestead Exclusion: Taxable Market Value: New Improvements: Property Classification:
<b>2</b>	<b>PROPOSED TAX</b>	288.00	
<b>3</b>	<b>PROPERTY TAX STATEMENT</b>	First half taxes due 05/16/2022: \$293.00 Second half taxes due 11/15/2022: \$293.00 Total taxes due in 2022: \$586.00	

Tax Detail for Your Property:				
Taxes Payable Year:		2021	2022	
Tax and Credits	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	
	3. Property taxes before credits	\$1,167.50	\$614.27	
	4. Credits that reduce property taxes	A. Agricultural and rural land credits \$73.98 B. Other credits \$0.00	\$39.36 \$0.00	
Property Tax by Jurisdiction	<b>5. Property taxes after credits</b>	<b>\$1,093.52</b>	<b>\$574.91</b>	
	6. POLK COUNTY	A. County \$672.33	\$362.84	
	7. TOWN OF GODFREY	\$217.82	\$114.32	
	8. State General Tax	\$0.00	\$0.00	
	9. ISD 599 FERTILE-BELTRAMI	A. Voter Approved Levies \$6.13 B. Other Local Levies \$108.32	\$2.59 \$48.34	
	10. Special Taxing Districts	A. \$0.00 B. Watershed \$76.96 C. NW HRA \$8.86 D. NWRDC \$3.10 E. Ambulance \$0.00 F. Other Special Tax Dist \$0.00	\$0.00 \$40.40 \$4.75 \$1.67 \$0.00 \$0.00	
	11. Non-school voter approved referenda levies	\$0.00	\$0.00	
	12. Total property tax before special assessments	\$1,093.52	\$574.91	
	13. Special assessments	\$38.48	\$11.09	
	<b>14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS</b>	<b>\$1,132.00</b>	<b>\$586.00</b>	
	Tax Amount Paid		\$0.00	\$0.00

**Polk County**  
612 N Broadway, Suite 207  
Crookston, MN 56716  
218-281-2554

**PIN:** 30.00194.04      **AIN:**  
**BILL NUMBER:** 3388830  
**LENDER:**  
**OWNER NAME:** ENGELSTAD ERIC & TRACEE

**TAXPAYER(S):**  
ERIC & TRACEE ENGELSTAD  
11974 LAKE ST SE  
MENTOR MN 56736



**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 ADDRESS**

**DESCRIPTION**  
Acres: 5.68 Section 30 Township 148 Range 044  
PT E2 NE4 NW4 LYING WLY OF TWP

TAX STATEMENT		2022	
2021 Values for taxes payable in			
Step	VALUES AND CLASSIFICATION	2021	2022
		<b>1</b>	<b>Taxes Payable Year:</b> Estimated Market Value:  Homestead Exclusion: Taxable Market Value: New Improvements: Property Classification:
<b>2</b>	<b>PROPOSED TAX</b>	72.00	
<b>3</b>	<b>PROPERTY TAX STATEMENT</b>	First half taxes due 05/16/2022: \$72.00 Second half taxes due: N/A Total taxes due in 2022: \$72.00	

Tax Detail for Your Property:				
Taxes Payable Year:		2021	2022	
Tax and Credits	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	
	3. Property taxes before credits	\$0.00	\$76.96	
	4. Credits that reduce property taxes	A. Agricultural and rural land credits \$0.00 B. Other credits \$0.00	\$4.96 \$0.00	
Property Tax by Jurisdiction	<b>5. Property taxes after credits</b>	<b>\$0.00</b>	<b>\$72.00</b>	
	6. POLK COUNTY	A. County \$0.00	\$46.08	
	7. TOWN OF GODFREY	\$0.00	\$14.53	
	8. State General Tax	\$0.00	\$0.00	
	9. ISD 599 FERTILE-BELTRAMI	A. Voter Approved Levies \$0.00 B. Other Local Levies \$0.00	\$0.34 \$6.18	
	10. Special Taxing Districts	A. \$0.00 B. Watershed \$0.00 C. NW HRA \$0.00 D. NWRDC \$0.00 E. Ambulance \$0.00 F. Other Special Tax Dist \$0.00	\$0.00 \$4.06 \$0.60 \$0.21 \$0.00 \$0.00	
	11. Non-school voter approved referenda levies	\$0.00	\$0.00	
	12. Total property tax before special assessments	\$0.00	\$72.00	
	13. Special assessments	\$0.00	\$0.00	
	<b>14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS</b>	<b>\$0.00</b>	<b>\$72.00</b>	
	Tax Amount Paid		\$0.00	\$0.00

Tract Number: 11613

Description E2NW4- 30 Godfrey

FSA Physical Location : East Polk, MN

ANSI Physical Location: Polk, MN

BIA Range Unit Number:

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

Wetland Status: Tract contains a wetland or farmed wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
56.46	46.41	46.41	0.0	0.0	0.0	46.41	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP	Native Sod		
0.0	0.0	0.0	0.0	0.0	0.0		

Owners: ENGELSTAD, ERIC JOHN

ENGELSTAD, TRACEE LEA

Other Producers: None





CRP-1 (12-02-19)  <b>CONSERVATION RESERVE PROGRAM CONTRACT</b>	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	1. ST. & CO. CODE & ADMIN. LOCATION 27 120	2. SIGN-UP NUMBER 54
	3. CONTRACT NUMBER 11659		4. ACRES FOR ENROLLMENT 46.41
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) WEST POLK COUNTY FARM SERVICE AGENCY 528 STRANDER AVE SUITE A CROOKSTON, MN 56716-0000		6. TRACT NUMBER 0011613	7. CONTRACT PERIOD FROM: (MM-DD-YYYY) 10-01-2020 TO: (MM-DD-YYYY) 09-30-2035
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (218) 281-2809 x2		8. SIGNUP TYPE: General	

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 receipt of a copy of the Appendix/Appendices for the applicable contract period. 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 PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2; CRP-2C; or CRP-2G.

9A. Rental Rate Per Acre	\$ 51.46	10. Identification of CRP Land (See Page 2 for additional space)			
9B. Annual Contract Payment	\$ 2,388.00	A. Tract No.	B. Field No.	C. Practice No.	E. Total Estimated Cost-Share
9C. First Year Payment	\$ 2,388.00	0011613	0001	CP25	\$ 3,099.00
(Item 9C is applicable only when the first year payment is prorated.)		0011613	0002	CP25	\$ 2,888.00

11. PARTICIPANTS (If more than three individuals are signing, see Page 3)				
A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) MR ERIC JOHN ENGELSTAD 11974 LAKE ST SE MENTOR, MN 56736-9469	(2) SHARE 50.00 %	(3) SIGNATURE (By) <i>Eric Engelstad</i>	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY) 2-7-20
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) MRS TRACEE LEA ENGELSTAD 11974 LAKE ST SE MENTOR, MN 56736-9469	(2) SHARE 50.00 %	(3) SIGNATURE (By) <i>Tracee Engelstad</i>	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY SPOUSE	(5) DATE (MM-DD-YYYY) 2-7-20
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)

12. CCC USE ONLY	A. SIGNATURE OF CCC REPRESENTATIVE <i>Mark Jal</i>	B. DATE (MM-DD-YYYY) 8/25/20
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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 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.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. 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.

**Paperwork Reduction Act (PRA) Statement:** The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). 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.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.





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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# Polk County, Minnesota



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West Fargo, ND 58078  
701.237.9173

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[SteffesGroup.com](http://SteffesGroup.com)