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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 <br> but not limited to, seeking legal advice from their own attorney regarding disclosures and disclaimers set forth below. 

## SPECIFIC TERMS FOR ONLINE ONLY AUCTION

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.

The sale of this property IS NOT contingent on the bidder securing financing.
The auction begins on Tuesday, February 21 and will end at 1PM on Tuesday, February 28. 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 contract sale price will be required. Those funds will be placed in a Real Estate 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.
The contract signing will take place at Steffes Group, 23579 MN Hwy 22 S, Litchfield, MN 55355

If the winning bidder is unable to come to the Steffes office for signing of the contract, arrangements will be made to DocuSign, email or fax a copy of the contract for signature. The buyer would fax the signed copy back to 320-693-9373 or send a scanned copy by email.

## CLOSING \& BALANCE

Balance of the purchase price must be paid in full on or before Thursday, March 30, 2023.

Closing will take place at a professional closing company agreeable to both buyer and seller.

- Seller will provide up-to-date abstract(s)
or owner's policy at their expense and
will convey property by a Warranty Deed.
- 2023 Taxes: Prorate to closed
- 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.
- THIS IS A 5\% BUYER'S PREMIUM AUCTION. FIVE PERCENT WILL BE ADDED TO THE FINAL BID TO ARRIVE AT THE CONTRACT SALE PRICE.
- 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 UPON 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.

## 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



## 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!

## FEBRUARY 2023

| S | M | T | W | TH | F | S |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | $\begin{aligned} & \text { Opens } \\ & 21 \end{aligned}$ | 22 | 23 | 24 | 25 |
| 26 | 27 | $\begin{gathered} \text { Cloweses } \\ 28 \end{gathered}$ |  |  |  |  |

## Meeker County - 73 $\pm$ Acres <br> Cosmos Township

Location: : From Cosmos, MN, 1.9 miles south on MN-4 S/Milky Way St. S, 3 miles east on 110th St. Land is located on the north side of the road.

PID \#: 04-0175000 Description: Sect-27 Twp-117 Range-32 2022 Taxes: \$2,738

*Lines are Approximate

| Area Symbol: MN093, Soil Area Version: 16 |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Code | Soil Description | Acres | Percent of field | PI Legend | Non-Irr Class *C | Productivity Index |
| 327B | Dickman sandy loam, 2 to 6 percent slopes | 24.30 | 33.1\% |  | 11 le | 49 |
| L164A | Lura silty clay, depressional, firm substratum, 0 to 1 percent slopes | 18.63 | 25.3\% |  | IIIw | 81 |
| 1097 | Mayer-Biscay, depressional complex, 0 to 2 percent slopes | 9.84 | 13.4\% |  | IIw | 70 |
| 1801B | Gardencity very fine sandy loam, 2 to 6 percent slopes | 6.11 | 8.3\% |  | 1 le | 90 |
| 875B | Estherville-Hawick complex, 2 to 6 percent slopes | 4.95 | 6.7\% |  | IIIs | 43 |
| 197 | Kingston silty clay loam, 1 to 3 percent slopes | 3.53 | 4.8\% |  | Iw | 100 |
| 39A | Wadena loam, 0 to 2 percent slopes | 2.80 | 3.8\% |  | 1 s | 66 |
| 129 | Cylinder loam, 0 to 2 percent slopes | 1.74 | 2.4\% |  | 11 s | 65 |
| L179A | Corvuso-Lura, depressional, firm substratum complex, 0 to 2 percent slopes | 1.30 | 1.8\% |  | IIw | 80 |
| 1096 | Fieldon-Dassel, depressional complex, 0 to 2 percent slopes | 0.24 | 0.3\% |  | IIw | 74 |
| 899 | Harps-Okoboji complex, 0 to 2 percent slopes | 0.06 | 0.1\% |  | IIw | 89 |
| Weighted Average |  |  |  |  | 2.60 | 67.1 |

Renville County, Minnesota

(

Tract 119
2022 Program Year
Map Created May 05, 2022
1173227

| 0 | 345 | 690 | 1,380 |
| :---: | :---: | :---: | :---: |
| 0 | 345 | 690 |  |

Unless otherwise noted:
Shares are $100 \%$ operator
Crops are non-irrigated
Corn = yellow for grain
Soybeans = common soybeans for grain
Wheat $=$ HRS, HRW $=$ Grain
Sunflower $=$ Oil, Non-Oil $=$ Grain
Oats and Barley = Spring for grain
Rye $=$ for grain
Peas $=$ process
Alfalfa, Mixed Forage AGM, GMA, IGS = for foras Beans = Dry Edible
NAG = for GZ
Canola $=$ Spring for seed

## Common Land Unit Cropland <br> Tract Boundary

## Wetland Determination

 Identifiers- Restricted Use
$\nabla$ Limited Restrictions
Exempt from Conservation
Compliance Provisions
Tract Cropland Total: 68.57 acres rom the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage ncurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exa
oundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS). This map displays the 2021 NAIP imagery.

Tract Number: 119 Description SE CORNER SE OF DITCH SW4 COSMOS 27 MEEKER
FSA Physical Location: Meeker, MN ANSI Physical Location: Meeker, MN
BIA Range Unit Number:
HEL Status: NHEL: no agricultural commodity planted on undetermined fields
Wetland Status: Tract does not contain a wetland
WL Violations: None


Other Producers: None

SHARON M. EUERLE MEEKER CO. TREAS. 325 NORTH SIBLEY
LITCHFIELD, MN 55355-2155
320-693-5345
www.co.meeker.mn.us


202 PRCL\# 04-0175000 RCPT\# 2154

## cosmos twr

Property ID Number: 04-0175000 Property Description: SECT-27 TWP-117 RANG-32 PT SW 1/4 LYG SELY OF FOLL LI COMM SW COR SEC TH SE758' TO CL DITCH POB 11176 MN HWY 4

DENNIS MELLIES ET AL 78464 510TH ST
HECTOR MN 55342
33497-T
ACRES 73.50

SteffesGroup.com

Received of
Whoseaddressis SS\# Phone\# the sum of $\qquad$ in the form of
as earnestmoney deposit and in partpayment of the purchase of realestate sold by Auction and described as follows:


1. Said deposit to be placed in the Steffes Group, Inc. Trust Accountuntilclosing, BUYER'S default, orotherwise as agreed in writing by BUYER and SELLER. By this deposit BUYER acknowledges purchase of the realestate 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 the depositis reasonable; that the parties have endeavored to fix adeposit approximating SELLER'S damages upon BUYERS breach; thatSELLER'S actual damages upon BUYER'S breach may be difficult orimpossible 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 aremedy in addition to SELLER'S otherremedies.
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. Sellershall provide good and marketable title. Zoning ordinances, building and use restrictions and reservations in federalpatents and statedeeds, existing tenancies, easements and public roads shall not be deemed encumbrances ordefects.
3. If the SELLER'S title is not insurableor free of defectsand cannot be made sowithinsixty (60)days after notice containinga written statement of defects is delivered to SELLER, then saidearnest money shallbe refundedandallrights of the BUYER terminated, excepthatBUYERmay waive defects andelect 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 earnestmoney so held in escrow as liquidated damages forsuch failure to consummate the purchase. Payment shall not constitute an election of remedies or prejudice SELLER'S rights to pursue any and allother 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. Neitherthe SELLER nor SELLER'S AGENTmake anyrepresentation of warranty whatsoeverconcerning the amount of realestate taxes orspecial assessments, which shall be assessed against the property subsequent to the date of purchase.
5. State Taxes: SELLER agrees to pay of the realestate taxes and installment of specialassessments due and payable in BUYER agrees to pay of the realestate taxes and installments and specialassessments due and payable in $\qquad$ SELLER warrantstaxes for $\qquad$ are Homestead, Non-Homestead. SELLER
agrees to pay the State Deed Tax.
6. Other fees and taxes shall be paid as set forth in the attached Buyer's Prospectus, except as follows:
7. Theproperty is to beconveyed by $\qquad$ deed, free and clearofallencumbrancesexceptin specialassessments, existing tenancies, easements, reservations and restrictions of record.
8. Closing of the sale is to beonorbefore . Possession will be at closing.
9. This property is sold AS IS, WHEREIS, WITH ALLFAULTS.BUYER is responsible for inspection of the property priorto purchase for conditions including butnotlimited to water quality, seepage, septic and seweroperation and condition, radongas, asbestos, presence oflead based paint, and any and all structural or environmental conditions that may affect the usability or value of the property. Buyer's inspection shall be performed at Buyer's sole cost and expense. Buyer hereby indemnifies Seller for any damage to the property as a result of Buyer's inspections.
10. 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 inconsistentwith the attached Buyer's Prospectus oranyannouncementsmadeataction.
11. Otherconditions: Subject to easements, reservations and restrictions of record, existing tenancies, public roads and matters that a survey may show. Sellerand Seller's agent DO NOTMAKEANYREPRESENTATIONS ORANYWARRANTIESASTOMINERALRIGHTS,TOTALACREAGE, TILLABLE ACREAGE OR BOUNDARYLOCATION.
12. Any otherconditions:
13. Steffes Group, Inc. stipulates they represent the SELLER in this transaction.

## Buyer:

## Seller:

Steffes Group, Inc.
Seller's Printed Name \& Address:
$\square$

## SteffesGroup.com

Drafted By:
Saul Ewing Arnstein \& Lehr LLP

## Meeker County, Minnesota



SteffesGroup.com | 320.693.9371
23579 MN Hwy 22 South, Litchfield, MN 55355

