




WARD COUNTY, ND

LAND AUCTION

Opens: Tuesday, March 19 | 8AM

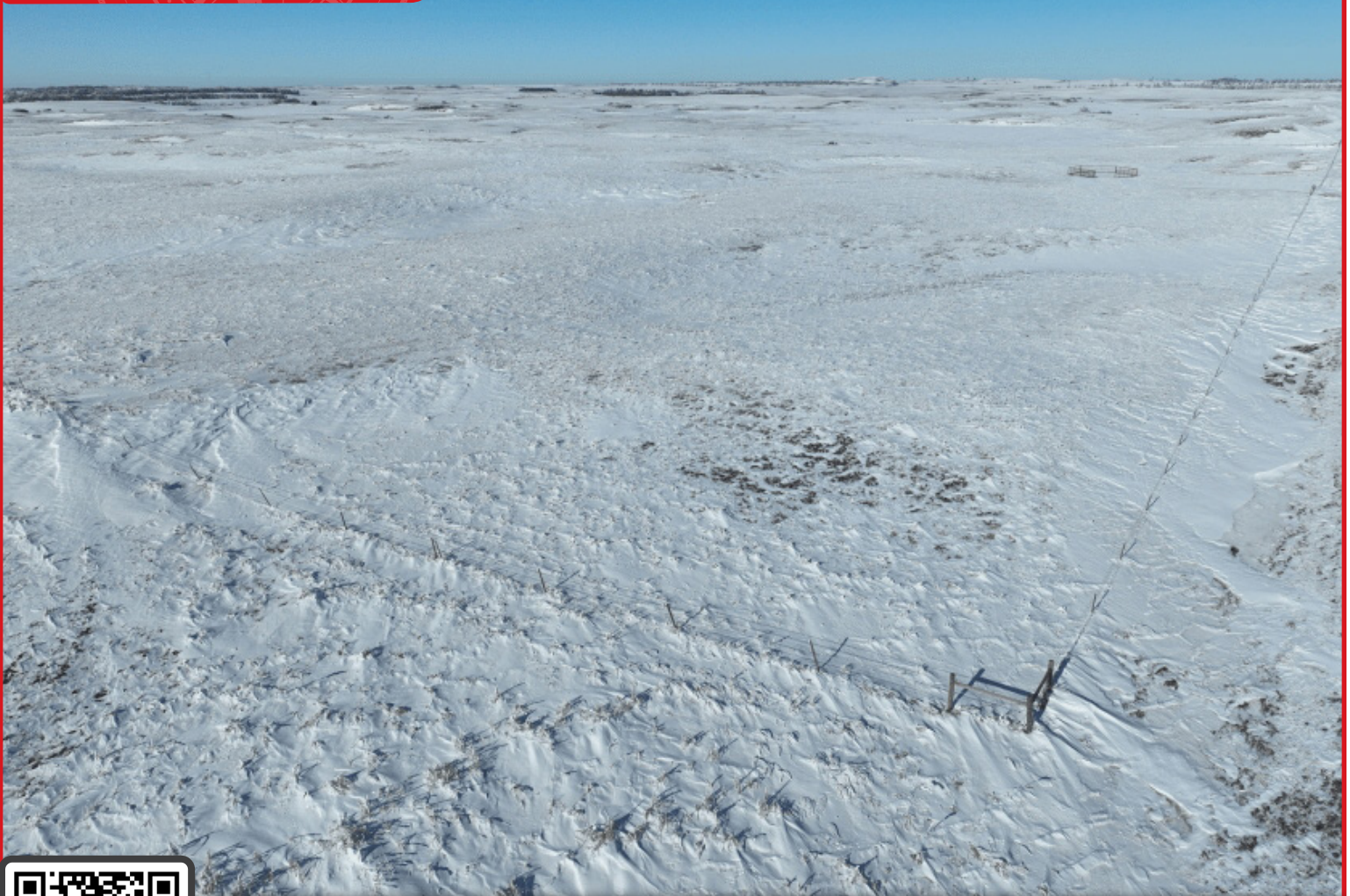
Closes: Tuesday, March 26 | 10AM ^{CDT} 2024

TIMED
ONLINE

 Land Located: From the intersection of US Hwy. 83 & 177th Ave. SE (near South Prairie HS), west 10 miles to 142nd St. W, north 1.5 miles
OR from the intersection of ND Hwy. 23 & 142nd St. SW, north 6.6 miles

Auctioneer's Note: After many successful years of raising cattle Robert has decide to retire, and is offering this excellent opportunity to purchase contiguous pasture acres for 2024 and beyond. Surrounded by 4 lines of barbed wire fence, the pasture stands ready to add crucial grazing acres to any livestock operation. Rolling hills & valleys, along with areas of trees and shrubs, provide some natural protection for livestock any time of year. Naturally occurring stock pools, ponds, and a solar powered well provides the pasture and the livestock that graze it with much needed water. A bonus characteristic of this offering is the cropland acres along the far western boundary, seeding these acres to row crop commodities, hay, or grazing acres are sure to add value to any operation. Bid your price today and secure this opportunity before it is time to turn out your cattle this spring.

563± Acres



Robert Magandy, Owner

Contact Martin Peterson at Steffes Group, 701.237.9173 or 320.905.5325, or visit SteffesGroup.com.

Steffes Group, Inc. | 14083 51st St. NW, Williston, ND | 701.237.9173 | SteffesGroup.com

Scott Steffes ND1634; Martin Peterson ND11034. TERMS: 10% down upon signing purchase agreement with balance due at closing in 45 days.

The Terms and Conditions of Sale are set forth in the 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.



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.

The sale of this property IS NOT contingent on the Buyer securing financing or any other Buyer contingencies.

THE AUCTION BEGINS ON TUESDAY, MARCH 19 AND WILL END AT 10AM TUESDAY, MARCH 26, 2024.

All bidders must register their name, address, and telephone number in order to receive a bidding number, or all bidders must register with SteffesGroup.com as an online bidder to participate in the auction sale online.

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.

Down payment is due on the day the bidding closes and signing of the contracts will take place through email and electronic document signatures. In the event the auction bidding closes after 3:00pm, the earnest money will be due the following business day.

The contract signing will take place at Steffes Group, 2000 Main Ave. E, West Fargo, ND 58078

If the winning bidder is unable to come to the Steffes office for signing of the contract, arrangements will be made to email or fax a copy of the contract for signature. The buyer would fax the signed copy back to 701.237.9173 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 on or before: **Friday, May 10, 2024.**

Closing will take place at Seller's closing attorney office, or a professional closing company agreeable to both buyer and seller.

Seller will provide up-to-date merchantable abstract(s) or (ii) an ALTA title insurance commitment ("Title Commitment") for issuance to Buyer of an ALTA Owner's Policy of Title Insurance ("Title Policy") in the amount of the purchase price. In the event Seller elects to furnish a Title Commitment, Seller shall pay for 50% of the cost of the premium for the Title Policy, and Buyer shall pay for 50% of the cost of the premium for the Title Policy.

Property will be conveyed by a **Warranty Deed.**

2024 Taxes: Paid by BUYER.

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 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 or completion of current crop harvest, whichever is later, unless otherwise agreed to in writing and agreeable by buyer and seller.

MINERAL RIGHTS

The Seller reserves 100% of all mineral rights, if any.

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

This real estate is selling subject to any and all covenants, restrictions, encroachments and easements, any results that an accurate survey may show, as well as all applicable zoning laws.

BUYER DEFAULT

When using our online auction services, you are making a firm commitment to purchase said item(s) and are entering into a legal and binding contract. Bids may not be cancelled or retracted for any reason.

Non-paying bidders or fraudulent bidding will subject you to legal recourse and possible criminal charges including any fraud and/or interstate commerce violations.

INTERNET RISK

You acknowledge that the internet may be an unreliable and error-prone network. Steffes Group will not guarantee that bids placed online will always be transmitted to or received by the auctioneer in a timely fashion. You agree to hold Steffes Group, Inc. and its employees harmless for any interruptions in online bidding. At the sole discretion of the Company, the auction may be suspended, postponed, or cancelled if internet service is unstable or disrupts the online portion of any event that is simulcast as an Internet Auction.

Further, the auctioneer has the sole discretion to accept or refuse any bid. Steffes Group retains the right, at our sole discretion, to add, delete, or change some or all of our online services and the terms and conditions governing their online auctions at any time without notice.

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.

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.

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 their highest and best bid. PLEASE NOTE THIS IS A SAMPLE FOR THE TIMED ONLINE BIDDING PLATFORM AND DOES NOT REPRESENT THIS AUCTION SALE!

Sort By: Catalog Order Results Per Page: 10
Jump to Lot: Lot # Go Print

CATALOG ORDER

#1 POLK COUNTY, MN - GULLY TOWNSHIP

Description: SE1/4SW1/4 & Lots 4 & 5 Section 31-150-39
Total Acres: 76.83±
Cropland Acres: 72.26±
PID #: 33.00128.00
Soil Productivity Index: 40.6
Soils: Maddock loamy fine sand (35.7%), Chapett fine sandy loam (28.5%), Sandberg loamy sand (14.3%)
Taxes (2021): \$490.00
NO US Fish & Wildlife Easement
Bidding will be **77 X TIMES** your bid.
TERMS: Ten percent down upon signing purchase agreement with balance due at closing in 45 days.
More Details

Closing: Thursday, Dec 29, 10:00 AM CST
Lot Location: Trail, MN
Map It

Request to Bid US \$1,000.00/X (0)
US \$77,000.00 (77.00 X \$1,000.00)
Watch Lot

High Bid: US \$1,000.00/X (0)
US \$77,000.00 (77.00 X \$1,000.00)

Lots with this symbol are linked together throughout the entire auction and will close together.

MARCH 2024

S	M	T	W	TH	F	S
25	26	27	28	29	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	OPENS 19 CLOSES	20	21	22	23
24/31	25	26	27	28	29	30

WARD COUNTY, ND - TORNING TOWNSHIP

Land Located: From the intersection of US Hwy. 83 & 177th Ave. SE (near South Prairie HS), west 10 miles to 142nd St. W, north 1.5 miles OR from the intersection of ND Hwy. 23 & 142nd St. SW, north 6.6 miles

Description: Lots 3 & 4 SE1/4SW1/4 Sec. 7-153-84, NE1/4NW1/4, NE1/4SW1/4 Lots 1,2 & 3,SE1/4NW1/4, S1/2NE1/4 & NW1/4SE1/4, SW1/4SE1/4 SE1/4SW1/4 All in Section 18-153-84

Total Acres: 563±

Cropland Acres: 57.67±

Pasture Acres: 505.33±

PID #: TR18005U010000, TR18005U030000, TR18005U050000, TR18005U060000 & TR18005U090000

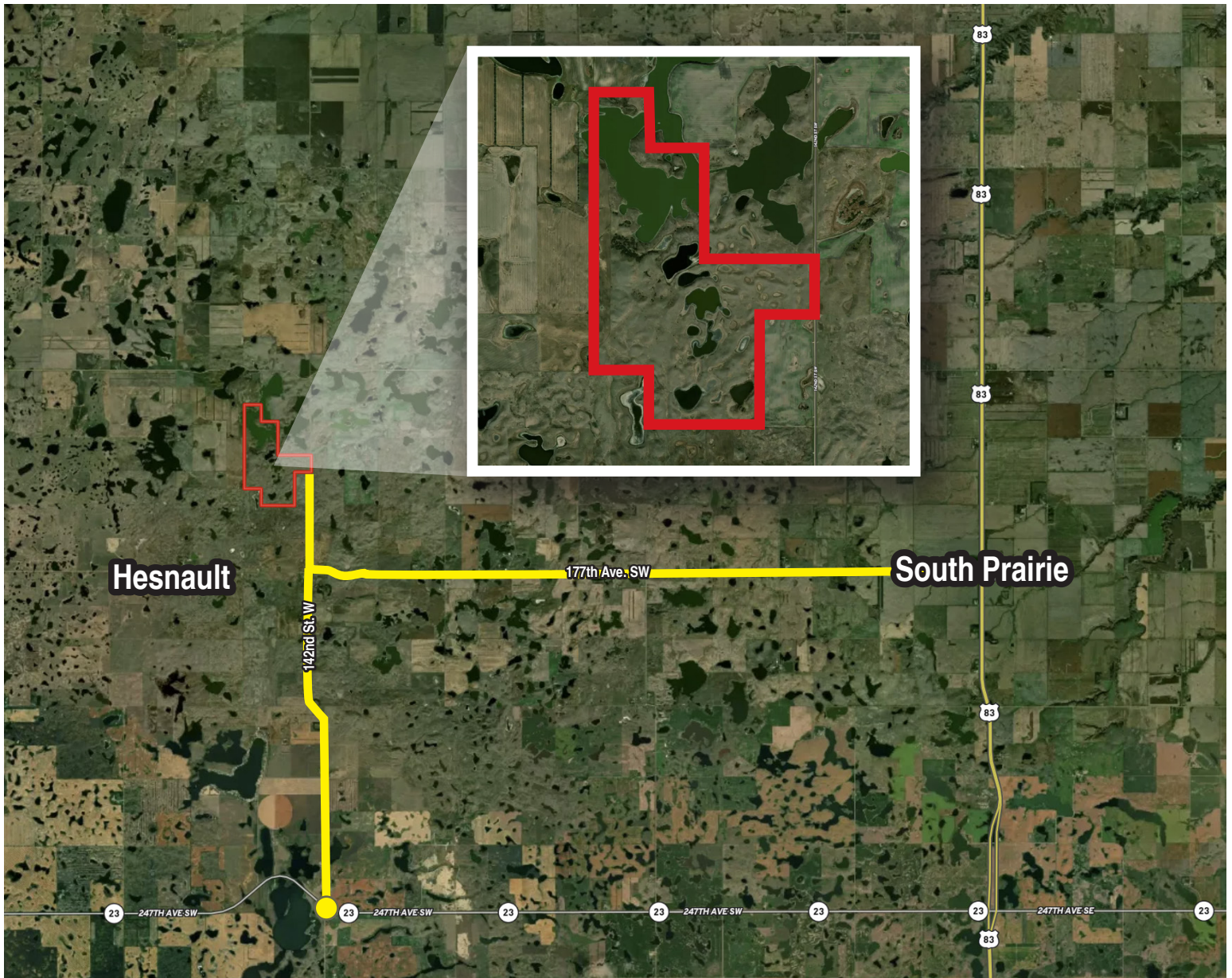
Soil Productivity Index: 73.1

Soils: Williams-Bowbells loams (50.6%), Williams-Zahl-Zahill complex (20.2%), Wildrose silty clay (15.7%)

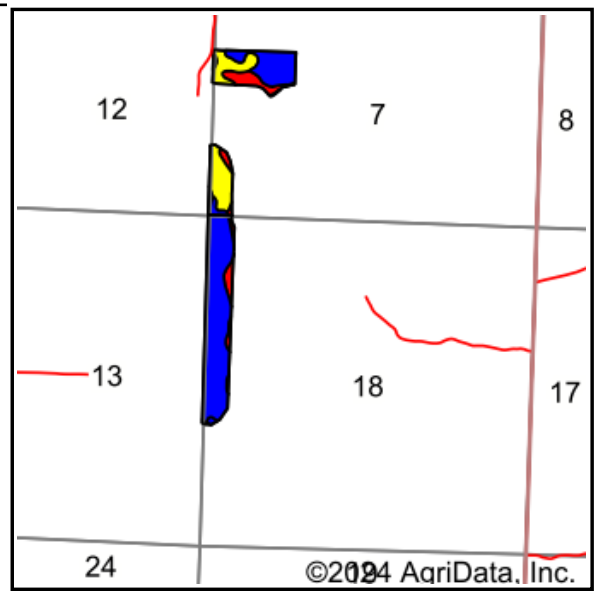
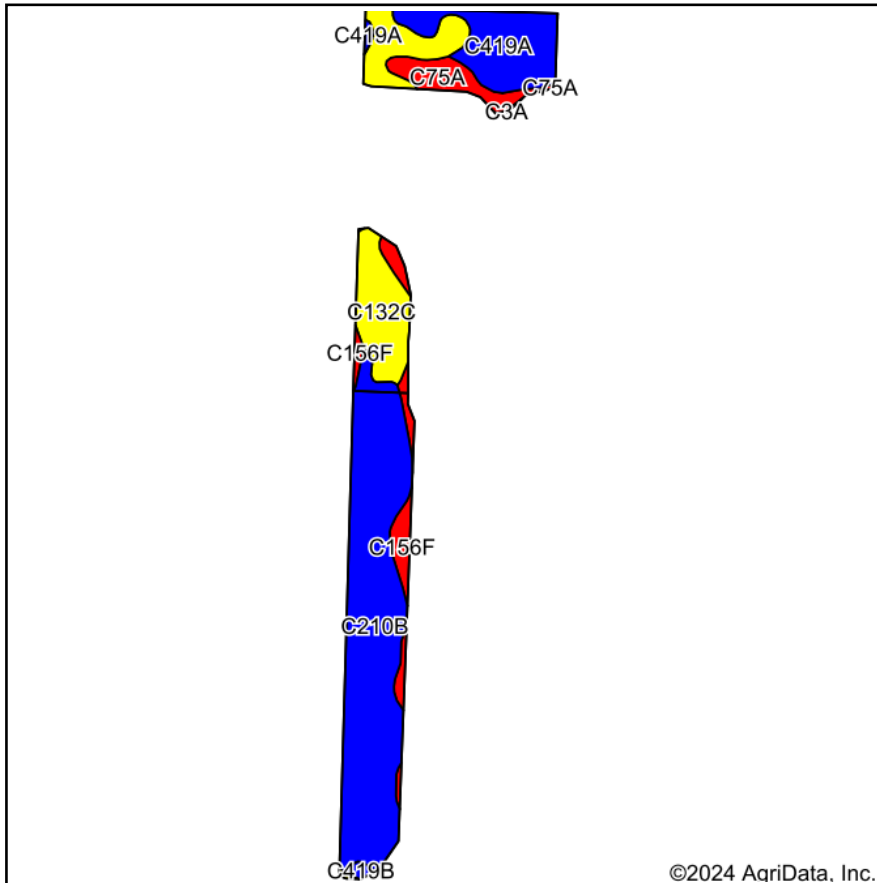
Solar Powered Well

Please Note: Free standing panels near the road & panels around solar water excluded.

Taxes (2023): \$1,293.67



*Lines are approximate

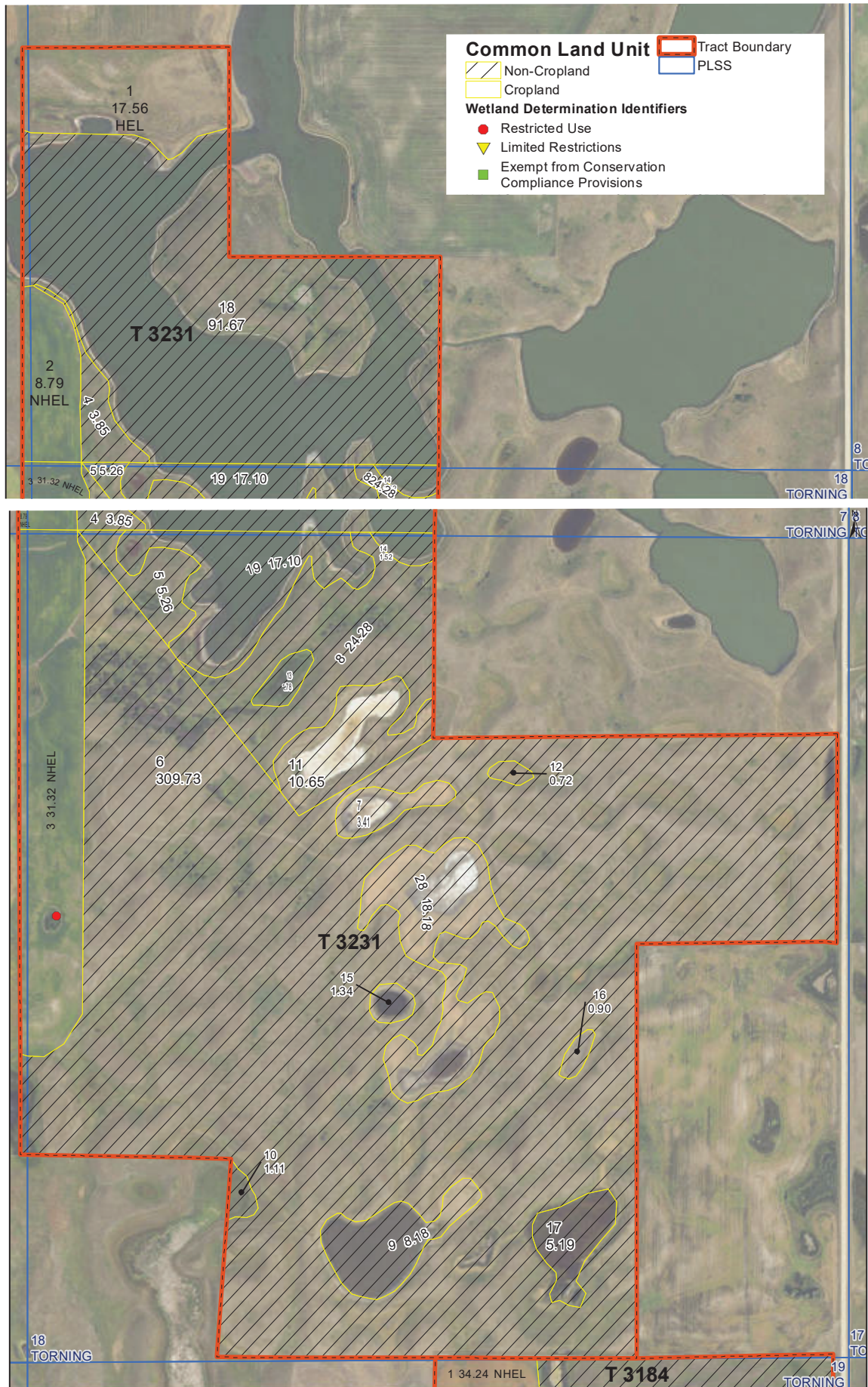


Soils data provided by USDA and NRCS.

Area Symbol: ND101, Soil Area Version: 23

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
C210B	Williams-Bowbells loams, 3 to 6 percent slopes	29.17	50.6%		Ile	83
C132C	Williams-Zahl-Zahill complex, 6 to 9 percent slopes	11.65	20.2%		IIle	61
C419A	Wildrose silty clay, 0 to 2 percent slopes	9.03	15.7%		Ile	87
C156F	Zahl-Max-Bowbells loams, 6 to 35 percent slopes	3.90	6.8%		VIIle	36
C75A	Vallers loam, moderately saline, 0 to 1 percent slopes	3.54	6.1%		IVw	37
C419B	Wildrose silty clay, 2 to 6 percent slopes	0.30	0.5%		Ile	83
C3A	Parnell silty clay loam, 0 to 1 percent slopes	0.08	0.1%		Vw	20
Weighted Average					2.67	73.1

*c: Using Capabilities Class Dominant Condition Aggregation Method



Tract Number : 3231
Description : WSW,SESW 7;NW,ESW,NWSW,WSE,SNE 18 153 84
FSA Physical Location : NORTH DAKOTA/WARD
ANSI Physical Location : NORTH DAKOTA/WARD
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract contains a wetland or farmed wetland
WL Violations : None
Owners : ROBERT ALAN MAGANDY
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
562.54	57.67	57.67	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	57.67	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	37.50	0.00	33
Barley	1.30	0.00	37
Canola	15.10	0.00	832
TOTAL	53.90	0.00	



2023 Ward County Real Estate Tax Statement

Statement No: 40328

Multi Parcel #: 911

Parcel Number
TR18005U010000

Jurisdiction
Torning Township

Owner
MAGANDY, ROBERT

Physical Location
0 *UNASSIGNED
BURLINGTON, ND 58722

Legal Description
SCT:18 TWN:153 RNG:84
SENW S18-153-84 TORNING S70 A 40

**Legislative tax relief
(3-year comparison)**
Legislative tax relief

2021	2022	2023
23.61	29.14	29.75

Tax distribution (3-year comparison):

	2021	2022	2023
True and Full Value	4,000	5,000	5,000
Taxable Value	200	250	250
Less: Homestead credit	0	0	0
Disabled Veteran credit	0	0	0
Net Taxable Value	200	250	250

Total mill levy	229.130	242.260	241.810
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Taxes By District (in dollars):

COUNTY	12.38	14.83	14.88
FIRE/AMBULANCE	1.92	6.17	6.10
SCHOOL (after state reduction)	28.17	35.26	35.22
STATE	0.20	0.25	0.25
TOWNSHIP	3.16	4.06	4.00

Consolidated tax	45.83	60.57	60.45
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Net effective tax rate	1.15%	1.21%	1.21%
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2023 TAX BREAKDOWN

Net consolidated tax	60.45
Plus: Special Assessments	
Principal	0.00
Interest	0.00
Total tax due	60.45
Less: 5% discount, if paid by February 15, 2024	-3.02
Amount due by February 15, 2024	57.43

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2024	30.23
Payment 2: Pay by October 15, 2024	30.22

Penalty on 1st Installment & Specials:

March 2, 2024	3%
May 1, 2024	6%
July 1, 2024	9%
October 15, 2024	12%

Penalty on 2nd Installment:

October 16, 2024	6%
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FOR ASSISTANCE CONTACT:

Office Ward County Treasurer
PO BOX 5005
Minot, ND 58702

Phone: 701.857.6420

Email:

Website: www.wardnd.com



2023 Ward County Real Estate Tax Statement

Statement No: 40329

Multi Parcel #: 911

Parcel Number
TR18005U030000

Jurisdiction
Torning Township

Owner
MAGANDY, ROBERT

Physical Location
0 *UNASSIGNED
BURLINGTON, ND 58722

Legal Description
SCT:18 TWN:153 RNG:84
LOTS 3 & 4 SESW SEC 7 NENW S18-153-84 TORNING S70 A 161

**Legislative tax relief
(3-year comparison)**
Legislative tax relief

2021	2022	2023
135.80	133.97	142.73

Tax distribution (3-year comparison):

	2021	2022	2023
True and Full Value	23,000	23,000	24,000
Taxable Value	1,150	1,150	1,200
Less: Homestead credit	0	0	0
Disabled Veteran credit	0	0	0

Net Taxable Value	1,150	1,150	1,200
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Total mill levy	229.130	242.260	241.810
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Taxes By District (in dollars):

COUNTY	71.12	68.24	71.31
FIRE/AMBULANCE	11.00	28.38	29.34
SCHOOL (after state reduction)	162.02	162.14	169.16
STATE	1.16	1.16	1.20
TOWNSHIP	18.20	18.68	19.16

Consolidated tax	263.50	278.60	290.17
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Net effective tax rate	1.15%	1.21%	1.21%
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2023 TAX BREAKDOWN

Net consolidated tax	290.17
Plus: Special Assessments	
Principal	0.00
Interest	0.00
Total tax due	290.17
Less: 5% discount, if paid by February 15, 2024	-14.51
Amount due by February 15, 2024	275.66

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2024	145.09
Payment 2: Pay by October 15, 2024	145.08

Penalty on 1st Installment & Specials:

March 2, 2024	3%
May 1, 2024	6%
July 1, 2024	9%
October 15, 2024	12%

Penalty on 2nd Installment:

October 16, 2024	6%
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FOR ASSISTANCE CONTACT:

Office Ward County Treasurer
PO BOX 5005
Minot, ND 58702

Phone: 701.857.6420

Email:

Website: www.wardnd.com



2023 Ward County Real Estate Tax Statement

Statement No: 40331

Multi Parcel #: 911

Parcel Number
TR18005U050000

Jurisdiction
Torning Township

Owner
MAGANDY, ROBERT

Physical Location
0 *UNASSIGNED
BURLINGTON, ND 58722

Legal Description

SCT:18 TWN:153 RNG:84
SWSE SESW S18-153-84 TORNING S70 A 80

Legislative tax relief

(3-year comparison)

Legislative tax relief

2021	2022	2023
47.24	46.60	53.53

Tax distribution (3-year comparison):

	2021	2022	2023
True and Full Value	8,000	8,000	9,000
Taxable Value	400	400	450
Less: Homestead credit	0	0	0
Disabled Veteran credit	0	0	0
Net Taxable Value	400	400	450

	2021	2022	2023
Total mill levy	229.130	242.260	241.810

Taxes By District (in dollars):

	2021	2022	2023
COUNTY	24.73	23.74	26.74
FIRE/AMBULANCE	3.82	9.86	11.00
SCHOOL (after state reduction)	56.37	56.40	63.44
STATE	0.40	0.40	0.45
TOWNSHIP	6.33	6.50	7.18

Consolidated tax	91.65	96.90	108.81
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Net effective tax rate	1.15%	1.21%	1.21%
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2023 TAX BREAKDOWN

Net consolidated tax	108.81
Plus: Special Assessments	
Principal	0.00
Interest	0.00
Total tax due	108.81
Less: 5% discount, if paid by February 15, 2024	-5.44
Amount due by February 15, 2024	103.37

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2024	54.41
Payment 2: Pay by October 15, 2024	54.40

Penalty on 1st Installment & Specials:

March 2, 2024	3%
May 1, 2024	6%
July 1, 2024	9%
October 15, 2024	12%

Penalty on 2nd Installment:

October 16, 2024	6%
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FOR ASSISTANCE CONTACT:

Office Ward County Treasurer
PO BOX 5005
Minot, ND 58702

Phone: 701.857.6420

Email:

Website: www.wardnd.com



2023 Ward County Real Estate Tax Statement

Statement No: 40332

Multi Parcel #: 911

Parcel Number
TR18005U060000

Jurisdiction
Torning Township

Owner
MAGANDY, ROBERT

Physical Location
0 *UNASSIGNED
BURLINGTON, ND 58722

Legal Description

SCT:18 TWN:153 RNG:84
NESW LOTS 1,2 & 3 S18-153-84 TORNING S162 A 162

Legislative tax relief

(3-year comparison)

	2021	2022	2023
Legislative tax relief	265.71	262.14	285.48

Tax distribution (3-year comparison):

	2021	2022	2023
True and Full Value	45,000	45,000	48,000
Taxable Value	2,250	2,250	2,400
Less: Homestead credit	0	0	0
Disabled Veteran credit	0	0	0

Net Taxable Value	2,250	2,250	2,400
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Total mill levy	229.130	242.260	241.810
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Taxes By District (in dollars):

COUNTY	139.16	133.53	142.64
FIRE/AMBULANCE	21.54	55.53	58.68
SCHOOL (after state reduction)	317.00	317.24	338.30
STATE	2.24	2.25	2.40
TOWNSHIP	35.60	36.54	38.32

Consolidated tax	515.54	545.09	580.34
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Net effective tax rate	1.15%	1.21%	1.21%
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2023 TAX BREAKDOWN

Net consolidated tax	580.34
Plus: Special Assessments	
Principal	0.00
Interest	0.00
Total tax due	580.34
Less: 5% discount, if paid by February 15, 2024	-29.02
Amount due by February 15, 2024	551.32

Or pay in two installments (with no discount):

Payment 1: Pay by March 1, 2024	290.17
Payment 2: Pay by October 15, 2024	290.17

Penalty on 1st Installment & Specials:

March 2, 2024	3%
May 1, 2024	6%
July 1, 2024	9%
October 15, 2024	12%

Penalty on 2nd Installment:

October 16, 2024	6%
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FOR ASSISTANCE CONTACT:

Office Ward County Treasurer
PO BOX 5005
Minot, ND 58702

Phone: 701.857.6420

Email:

Website: www.wardnd.com



2023 Ward County Real Estate Tax Statement

Statement No: 40335

Multi Parcel #: 911

Parcel Number
TR18005U090000

Jurisdiction
Torning Township

Owner
MAGANDY, ROBERT

Physical Location
0 *UNASSIGNED
BURLINGTON, ND 58722

Legal Description
SCT:18 TWN:153 RNG:84
S2NE & NWSE S18-153-84 TORNING-S70 A 120

2023 TAX BREAKDOWN

Net consolidated tax	253.90
Plus: Special Assessments	
Principal	0.00
Interest	0.00
Total tax due	253.90
Less: 5% discount, if paid by February 15, 2024	-12.70
Amount due by February 15, 2024	241.20

Legislative tax relief (3-year comparison)			
Legislative tax relief	<u>2021</u> 118.09	<u>2022</u> 116.50	<u>2023</u> 124.90
Tax distribution (3-year comparison):			
True and Full Value	20,000	20,000	21,000
Taxable Value	1,000	1,000	1,050
Less: Homestead credit	0	0	0
Disabled Veteran credit	0	0	0
Net Taxable Value	<u>1,000</u>	<u>1,000</u>	<u>1,050</u>
Total mill levy	<u>229.130</u>	<u>242.260</u>	<u>241.810</u>
Taxes By District (in dollars):			
COUNTY	61.85	59.34	62.40
FIRE/AMBULANCE	9.57	24.68	25.66
SCHOOL (after state reduction)	140.89	141.00	148.02
STATE	1.00	1.00	1.06
TOWNSHIP	15.82	16.24	16.76
Consolidated tax	<u>229.13</u>	<u>242.26</u>	<u>253.90</u>
Net effective tax rate	<u>1.15%</u>	<u>1.21%</u>	<u>1.21%</u>

Or pay in two installments (with no discount):
 Payment 1: Pay by March 1, 2024 126.95
 Payment 2: Pay by October 15, 2024 126.95

Penalty on 1st Installment & Specials:	
March 2, 2024	3%
May 1, 2024	6%
July 1, 2024	9%
October 15, 2024	12%
Penalty on 2nd Installment:	
October 16, 2024	6%

FOR ASSISTANCE CONTACT:

Office Ward County Treasurer
 PO BOX 5005
 Minot, ND 58702

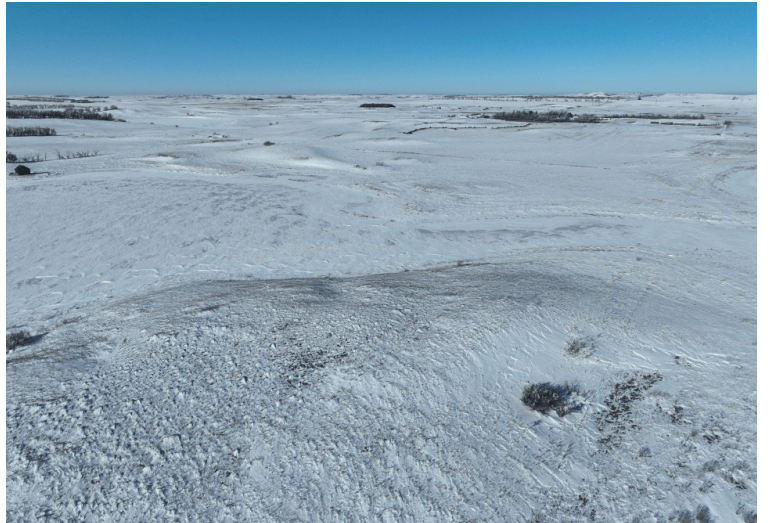
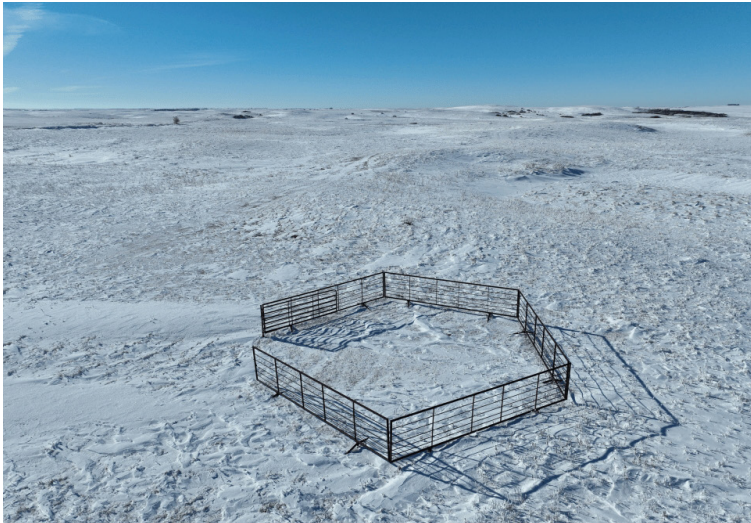
Phone: 701.857.6420

Email:

Website: www.wardnd.com







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 ("Title Commitment") for issuance to Buyer of an ALTA Owner's Policy of Title Insurance ("Title Policy") in the amount of the purchase price. In the event Seller elects to furnish a Title Commitment, Seller shall pay for 50% of the cost of the premium for the Title Policy, and Buyer shall pay for 50% of the cost of the premium for the Title Policy (and Buyer shall pay for 100% of the costs of any endorsements requested by Buyer, any costs related to extended coverage, and the costs of any lender's policy and endorsements). Zoning ordinances, building and use restrictions, reservations in federal and state patents and deeds, existing tenancies, easements and public roads shall not be deemed objectionable encumbrances or title 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:



WARD COUNTY
NORTH DAKOTA

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