

buyer's PROSPECTUS

Quality Richland County Farmland

Richland County, ND
Abercrombie Township

TUESDAY, APRIL 16, 2013 • 10AM

Auction Location: Steffes Auctioneers Facility, 2000 Main Avenue East, West Fargo, ND

**Richland County,
Abercrombie
Township**

Tract 1: SE1/4 less
town site acres
Section 5-134-48,
145.46+/-FSA
tillable acres

Tract 2: S1/2 of S1/2
of NE1/4 Section
5-134-48, 38.94+/-
FSA tillable acres

**CHUCK
STRAND,
OWNER**

TERMS: Ten percent
down upon signing
purchase agreement
with balance due at
closing in 30 days.



RICHLAND COUNTY FARMLAND



Steffes Auctioneers Inc.
2000 Main Avenue East, West Fargo, ND 58078
800.726.8609 • 701.237.9173
Scott Steffes ND81, Brad Olstad ND319
Rodney Steffes - Agent
www.steffesauctioneers.com

TERMS & CONDITIONS

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 information set forth is believed to be accurate. However, the owner of the properties and Steffes Auctioneers 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.

AII ANNOUNCEMENTS ON AUCTION DAY TAKE PRECEDENCE OVER PREVIOUSLY ADVERTISED INFORMATION.

Prospective buyers are advised to consult with an attorney of their choice with respect to the purchase of any real property including but not limited to, seeking legal advice from their own attorney regarding disclosures and disclaimers set forth below.

- All bidders must register their name, address, and telephone number in order to receive a bidding number.
- Auction staff will be at the sale site approximately one hour prior to sale time. The successful bidder will be required to sign an Earnest Money Receipt and Purchase Agreement at the close of the real estate auction. A total deposit of 10% of the purchase price will be required. Those funds will be placed in the Steffes Auctioneers Auction Trust Account as good faith money until closing.
- Purchasers who are unable to close because of insufficient funds will be in default and the deposit money will be forfeited.
- Balance of the purchase price must be paid in full with cashier's check at closing on **Thursday, May 16, 2013**.
- Seller will provide up-to date abstracts at their expense and will convey property by **Warranty Deed**.
- **Buyer to assume 2013 taxes.** 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.
- All bidding will be on a per tract basis. We will not have "per acre" bidding.
- All tracts will be offered on an individual basis. At the conclusion of the first round of bidding a recess will be taken. Bidding will then be reopened (at the last bid received) and all tracts will be offered again. The bidding will continue at the auctioneer's discretion. Our goal is to realize the highest return to the seller, and to satisfy all interested parties by allowing bidders who are interested in one tract to have the same opportunity as multi-tract buyers.

- Please note the bidding will not close and property will not be sold until everyone has had the opportunity to make his or her highest and best bid.
- The auction sale is for registered bidders and their guests. All bidding is open to the public and the property is offered for sale to qualified purchasers without regard to sex, race, color, religion, natural origin, or handicap.
- **THE PROPERTY WILL BE SOLD AS IS WITH NO WARRANTIES EXPRESSED OR IMPLIED.**
- **THE PROPERTY WILL BE SOLD SUBJECT TO OWNER 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, express or implied.

SUCCESSFUL BIDDER

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

CLOSING

The successful bidder will be required, at the close of the auction, to

complete the Earnest Money Receipt and Purchase Agreement. A sample contract is included in this Prospectus. Balance of the purchase price is due in cash at closing on **Thursday, May 16, 2013**. Closing will take place at a professional closing company mutually agreeable to both Buyer & Seller.

SELLER'S PERFORMANCE

The Seller has agreed to the terms of the sale as published. However, the Broker and Auctioneer make no warranties or guaranties as to the Seller's performance.

AGENCY DISCLOSURE

Steffes Auctioneers Inc. is representing the Seller and will be paid by the seller.

POSSESSION

Possession will be at closing unless otherwise agreed to in writing and agreeable by buyer and seller.

MINERAL RIGHTS

All mineral rights, if any, held by Seller will be transferred upon closing. However, the Seller does not warrant the amount or adequacy of the mineral rights.

ENVIRONMENTAL DISCLAIMER

The Seller, Broker and Auctioneers do not warrant with respect to the existence or nonexistence of any pollutants, contaminants or hazardous waste prohibited by federal, state or local law. Buyer is responsible for inspection of the property prior to purchase for conditions including but not limited to water quality, and environmental conditions that may affect the usability or value of the property. No warranties are made as to the existence or nonexistence of water wells on the property, or the condition of any wells.

EASEMENTS AND SURVEY

The property to be sold is subject to any restrictive covenants or easements of record and any results that an accurate survey may show.

RENT CONTRACT

Rent contract in place for 2013 crop year; Buyer to assume rent contract and payment.

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.

SAMPLE MULTI-TRACT BIDDING GRID

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 numbers on the sample grid do not reflect any expected value on the tracts we are selling.

All tracts will be offered on an individual basis. At the conclusion of the first round of bidding a recess will be taken. Bidding will then be reopened (at the last bid received) and all tracts will again be offered. The bidding will continue at the auctioneer's discretion. Our goal is to realize the highest return to the seller, and to satisfy all interested parties by allowing bidders who are interested in one tract to have the same opportunity as multi-tract buyers.

All bidding will be on a per tract basis. We will not have "per acre" bidding.

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 MULTI-TRACT BIDDING GRID AND DOES NOT REPRESENT THIS AUCTION SALE!

TRACT NUMBER	ROUND 1	BIDDER	ROUND 2	BIDDER	ROUND 3	BIDDER	
1	\$168,000	8	\$168,000	8	\$168,000	8	SOLD
2	\$140,000	7	\$140,000	7	\$140,000	7	SOLD
3	\$152,000	8	\$153,500	13	\$163,500	13	SOLD
4	\$138,000	11	\$144,000	8	\$149,000	8	SOLD
5	\$175,000	3	\$178,000	4	\$195,000	3	SOLD
6	\$165,000	8	\$168,000	11	\$170,000	11	SOLD

TRACT 1 & 2 PLAT MAP

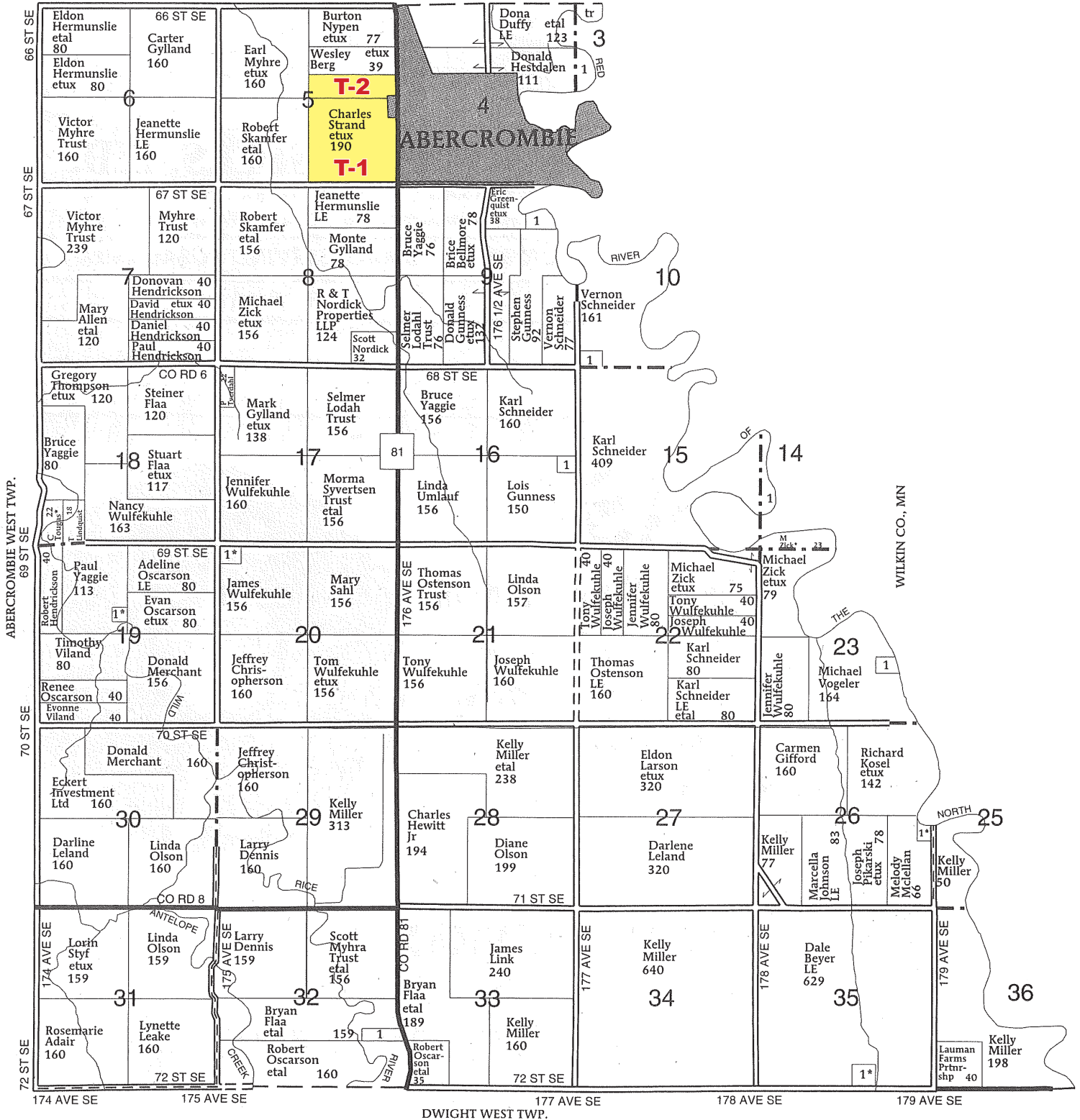
T-134-N

ABERCROMBIE 'E' PLAT

R-48-W

(Landowners)

EAGLE SOUTH TWP.



TRACT 1 - AERIAL FSA MAP

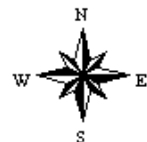


©AgriData, Inc. 2012

map center: 46° 26' 51.96, 96° 44' 24.95

scale: 8732

5-134N-48W
Richland County
North Dakota



3/20/2013

Maps provided by:

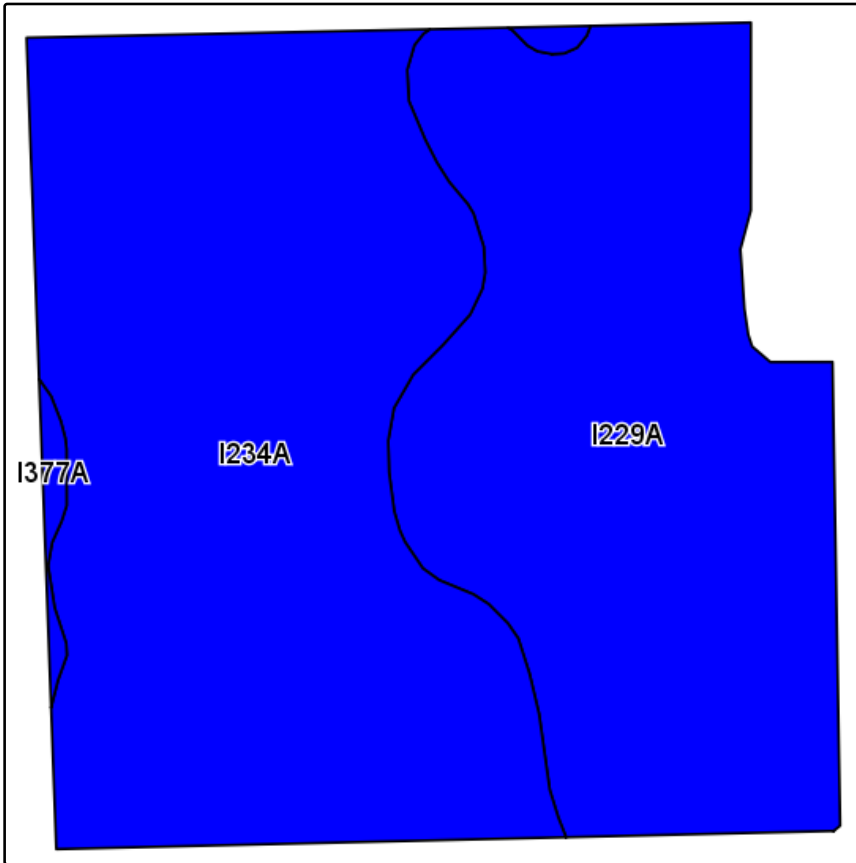


©AgriData, Inc. 2012

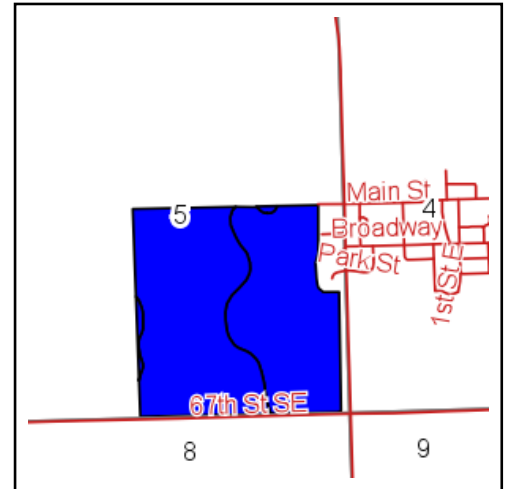
www.AgriDataInc.com

Field borders provided by Farm Service Agency as of 5/21/2008. Aerial photography provided by Aerial Photography Field Office.

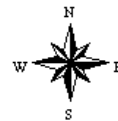
TRACT 1 - SOIL MAP



Field borders provided by Farm Service Agency as of 5/21/2008.
Soils data provided by USDA and NRCS.



State: **North Dakota**
County: **Richland**
Location: **5-134N-48W**
Township: **Abercrombie**
Acres: **146**
Date: **3/20/2013**



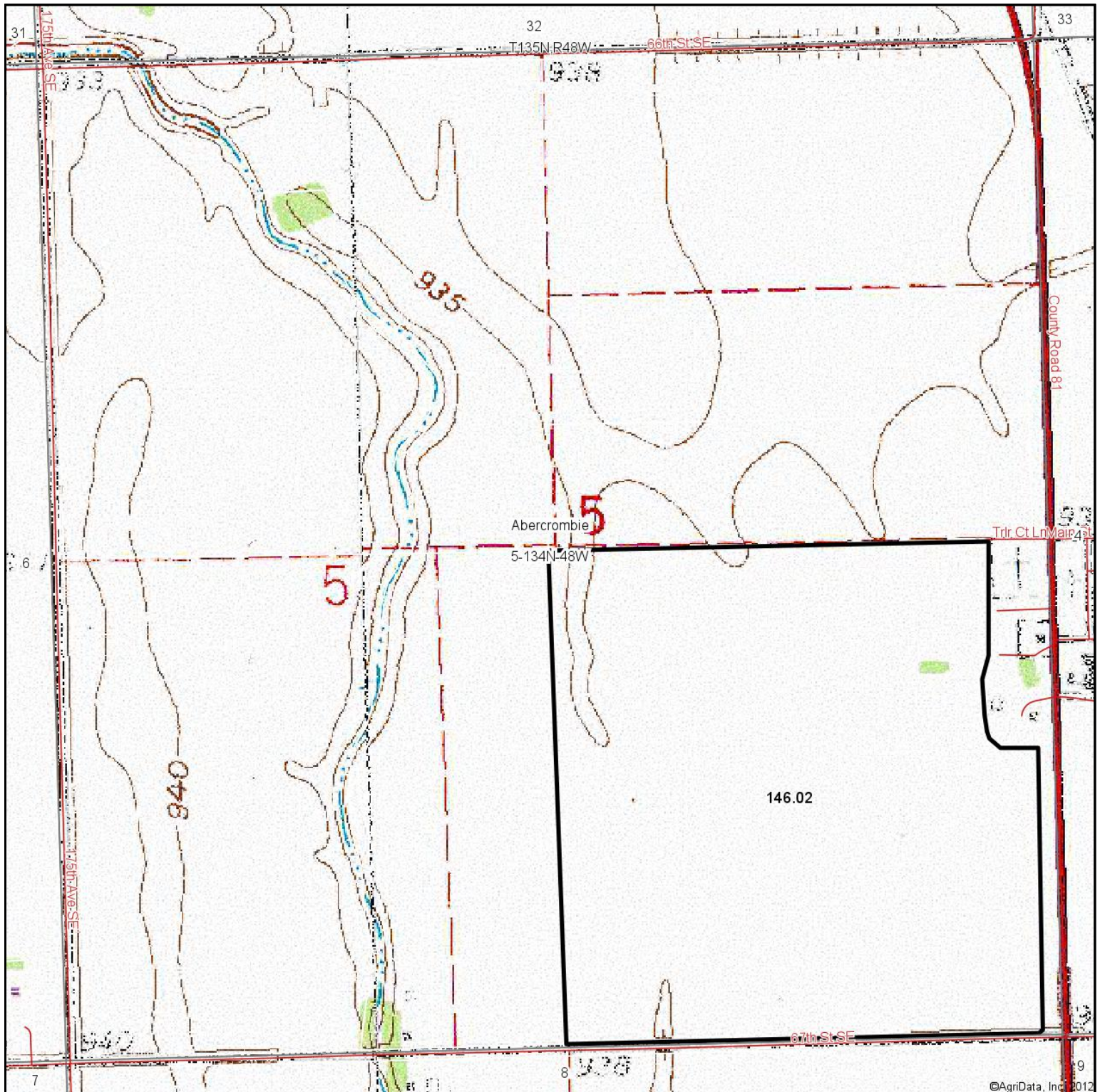
Maps provided by:



©AgriData, Inc 2012
www.AgriDataInc.com

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class	Range Production (lbs/acre/yr)	Productivity Index
I234A	Fargo-Nutley silty clays, 0 to 3 percent slopes	80.1	54.9%		Ile	0	81
I229A	Fargo silty clay, 0 to 1 percent slopes	64.9	44.4%		Ilw	0	86
I377A	Wheatville silt loam, 0 to 1 percent slopes	1	0.7%		Ile	4268	84
Weighted Average						29.9	83.2

TRACT 1 - TOPOGRAPHY MAP



©AgriData, Inc. 2012

map center: 46° 26' 57.15, 96° 44' 47.07

scale: 8722

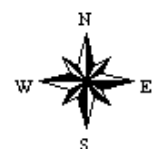
Maps provided by:



©AgriData, Inc. 2012

www.AgriDataInc.com

5-134N-48W
Richland County
North Dakota



3/20/2013

Field borders provided by Farm Service Agency as of 5/21/2008. Aerial photography provided by Aerial Photography Field Office.

TRACT 1 - 2012 PROPERTY TAX STATEMENT

Parcel ID: 08-0000-01654.002
Owner: STRAND, CHARLES & LYNELL
Property Address: 0

Mail To:

STRAND, CHARLES & LYNELL
14528 160TH AVE
GREENBUSH MN 56726

2012 Tax Information:

True and Full Value: 157,700
Taxable Value: 7,885
Consolidated Tax: \$2,558.84
Specials: \$0.00
Tax Abatements: \$0.00
Tax Additions: \$0.00
Penalties/Interest: \$38.38
Discounts: \$0.00
Amount Paid: \$0.00

Total Taxable Acres: 147.44 (Ag Acres: 147.44, Com Acres: 0, Res Acres: 0, Expt Acres: 0)
Township/City: ABERCROMBIE TOWNSHIP
Subdivision: TOWNSHIP
Lot:
Block:

Legal Description: SE1/4 EXC ROW, CEMETERY, 2.40A
PLATTED PCLS & 3.42A 5 134 48

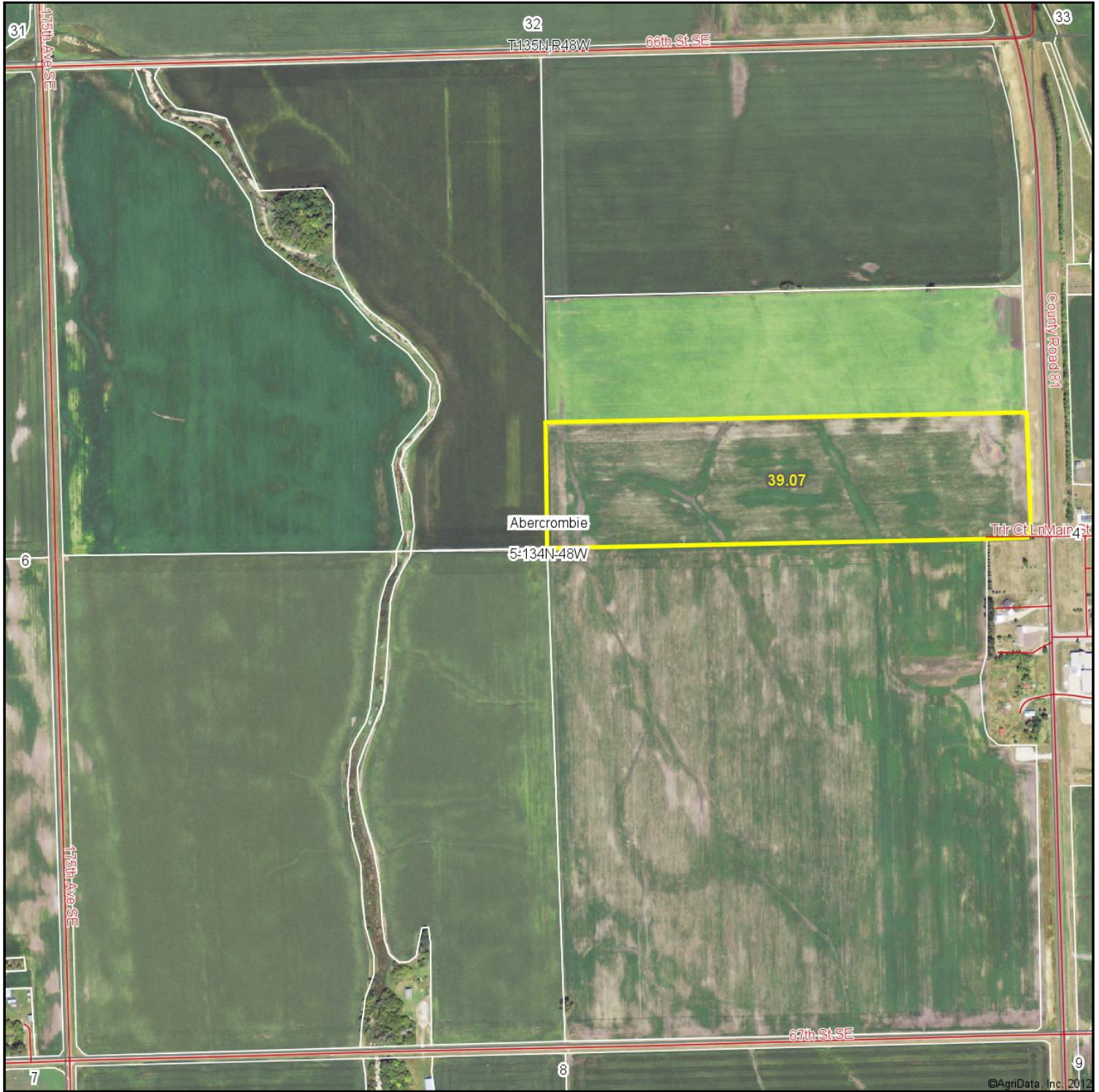
Tax Statements Available:

Year	Cons Tax	Specials	Penalties / Interest	Added Tax	Abatements	Disc Paid	Disc Avail	Paid	Balance Due: As of 3/18/2013
<u>2012</u>	\$2,558.84	\$0.00	\$38.38	\$0.00	\$0.00	\$0.00	\$0.00	<u>\$0.00</u>	\$2,597.22
<u>2011</u>	\$2,190.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	<u>\$2,387.72</u>	\$0.00
<u>2010</u>	\$2,115.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	<u>\$2,306.25</u>	\$0.00
<u>2009</u>	\$2,003.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	<u>\$2,183.76</u>	\$0.00

Property Valuations:

Year	Agricultural Land	Residential Land	Residential Structures	Commercial Land	Commercial Structures	Total True and Full	Taxable Value Before Credits	Credits	Taxable Value After Credits
2012	157,700	0	0	0	0	157,700	7,885	0	7,885
2011	131,400	0	0	0	0	131,400	6,570	0	6,570
2010	126,100	0	0	0	0	126,100	6,305	0	6,305
2009	120,100	0	0	0	0	120,100	6,005	0	6,005

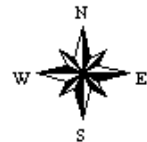
TRACT 2 - AERIAL FSA MAP



map center: 46° 26' 57.15, 96° 44' 47.07

scale: 8722

5-134N-48W
Richland County
North Dakota



3/22/2013

Maps provided by:

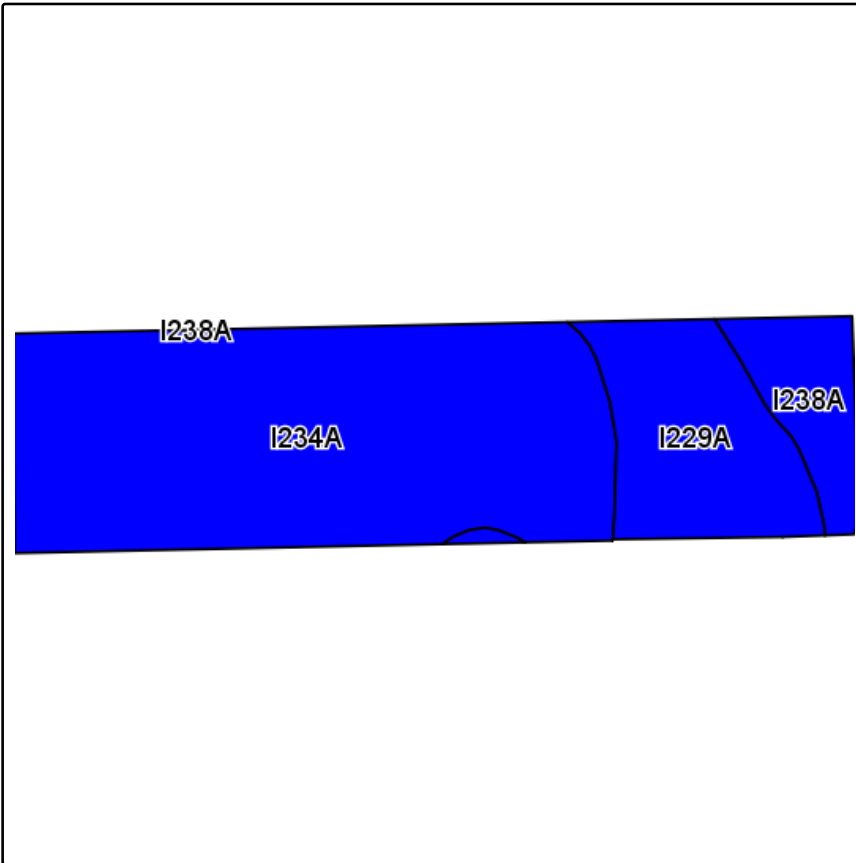


©AgriData, Inc. 2012

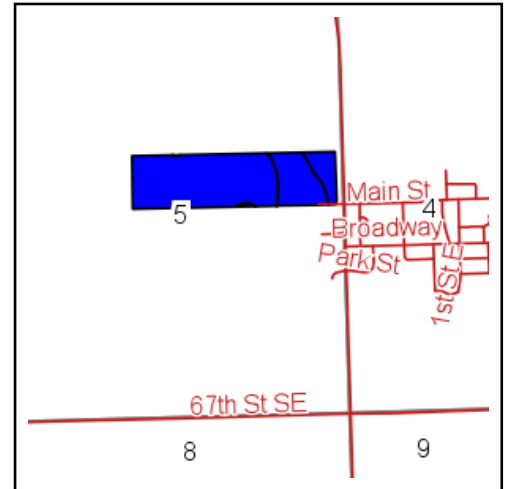
www.AgriDataInc.com

Field borders provided by Farm Service Agency as of 5/21/2008. Aerial photography provided by Aerial Photography Field Office.

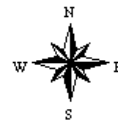
TRACT 2 - SOIL MAP



Field borders provided by Farm Service Agency as of 5/21/2008.
Soils data provided by USDA and NRCS.



State: **North Dakota**
County: **Richland**
Location: **5-134N-48W**
Township: **Abercrombie**
Acres: **39.1**
Date: **3/20/2013**



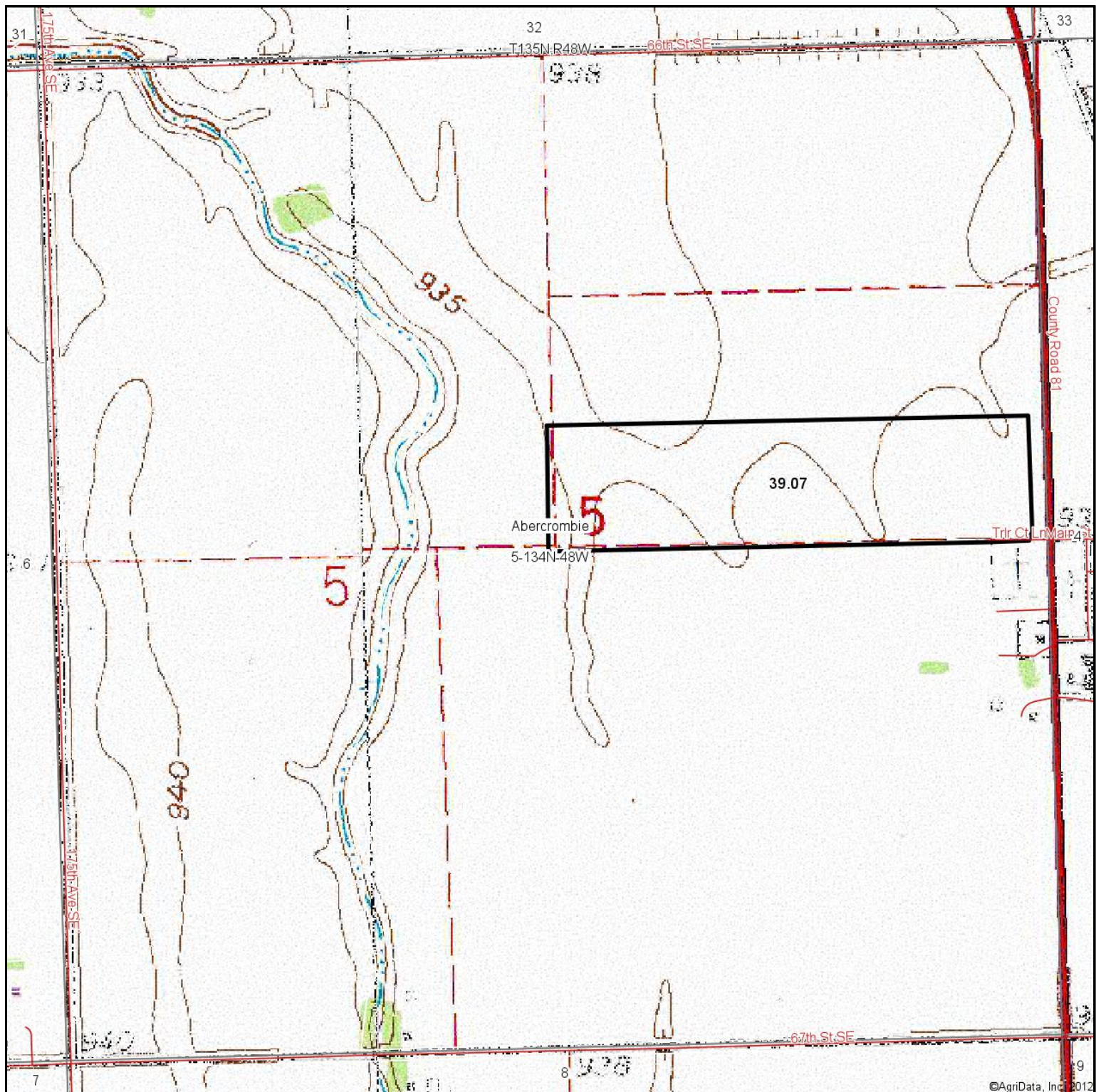
Maps provided by:



©AgriData, Inc 2012
www.AgriDataInc.com

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class	Productivity Index
I234A	Fargo-Nutley silty clays, 0 to 3 percent slopes	27.4	70.0%		Ile	81
I229A	Fargo silty clay, 0 to 1 percent slopes	8.1	20.8%		IIw	86
I238A	Fargo-Hegne silty clays, 0 to 1 percent slopes	3.6	9.2%		IIw	85
Weighted Average						82.4

TRACT 2 - TOPOGRAPHY MAP



©AgriData, Inc. 2012

map center: 46° 26' 57.15, 96° 44' 47.07

scale: 8722

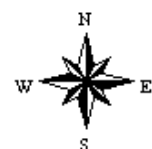
Maps provided by:



©AgriData, Inc. 2012

www.AgriDataInc.com

5-134N-48W
Richland County
North Dakota



3/20/2013

Field borders provided by Farm Service Agency as of 5/21/2008. Aerial photography provided by Aerial Photography Field Office.

TRACT 2 - 2012 PROPERTY TAX STATEMENT

Parcel ID: 08-0000-01656.000
Owner: STRAND, CHARLES
& LYNELL
Property Address: 0

Mail To:
STRAND, CHARLES &
LYNELL
14528 160TH AVE
GREENBUSH MN 56726

2012 Tax Information:

True and Full Value: 41,400
Taxable Value: 2,070
Consolidated Tax: \$671.76
Specials: \$0.00
Tax Abatements: \$0.00
Tax Additions: \$0.00
Penalties/Interest: \$10.08
Discounts: \$0.00
Amount Paid: \$0.00

Total Taxable Acres: 38.98 (Ag Acres: 38.98, Com Acres: 0, Res Acres: 0, Expt Acres: 0)
Township/City: ABERCROMBIE TOWNSHIP
Subdivision: TOWNSHIP
Lot:
Block:

Legal Description: S1/2 S1/2 NE1/4 EXC ROW 5 134 48

Tax Statements Available:

Year	Cons Tax	Specials	Penalties / Interest	Added Tax	Abatements	Disc Paid	Disc Avail	Paid	Balance Due: As of 3/18/2013
<u>2012</u>	\$671.76	\$0.00	\$10.08	\$0.00	\$0.00	\$0.00	\$0.00	<u>\$0.00</u>	\$681.84
<u>2011</u>	\$575.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	<u>\$626.91</u>	\$0.00
<u>2010</u>	\$575.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	<u>\$627.32</u>	\$0.00
<u>2009</u>	\$543.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	<u>\$592.76</u>	\$0.00

Property Valuations:

Year	Agricultural Land	Residential Land	Residential Structures	Commercial Land	Commercial Structures	Total True and Full	Taxable Value Before Credits	Credits	Taxable Value After Credits
2012	41,400	0	0	0	0	41,400	2,070	0	2,070
2011	34,500	0	0	0	0	34,500	1,725	0	1,725
2010	34,300	0	0	0	0	34,300	1,715	0	1,715
2009	32,600	0	0	0	0	32,600	1,630	0	1,630

ABBREVIATED 156 FARM RECORD

Tract Number: 27464 Description S2S2NE;SE5-134-48

FAV/WR
History

BIA Range Unit Number:

Y

HEL Status: Classified as not HEL

Wetland Status: Tract does not contain a wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
197.0	184.4	184.4	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	NAP	MPL/FWP	
0.0	0.0	184.4	0.0	0.0	0.0	

Crop	Base Acreage	Direct Yield	CC Yield	CRP Reduction	CRP Pending	CRP Yield	CCC-505 CRP Reduction
WHEAT	91.5	32	36	0.0	0.0	0	0.0
SOYBEANS	75.6	24	29	0.0	0.0	0	0.0

Total Base Acres: 167.1

Owners: CHARLES SELMER STRAND

Other Producers: None

EARNEST MONEY RECEIPT & PURCHASE AGREEMENT



2000 Main Avenue East
West Fargo, ND 58078-2210
Phone (701) 237-9173
Fax (701) 237-0976

24400 MN Hwy 22 South
Litchfield, MN 55355-5840
Phone (320) 693-9371
Fax (320) 693-9373

www.steffesauctioneers.com

EARNEST MONEY RECEIPT AND PURCHASE AGREEMENT

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 receipted for _____ \$ _____

Balance to be paid as follows In cash at closing _____ \$ _____

1. Said deposit to be placed in the Steffes Auctioneers, 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 shall furnish BUYER an abstract updated to a current date showing 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 estate 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. 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.

8. Closing of the sale is to be on or before _____ Possession will be at closing.

9. 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.

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 inconsistent with the Buyer's Prospectus or any announcements made at auction.

11. 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.

12. Any other conditions: _____

13. Steffes Auctioneers, Inc. stipulates they represent the SELLER in this transaction.

Buyer:

Seller:

Seller's Printed Name & Address:

Steffes Auctioneers, Inc.



NOTES

**Quality
Richland Cty
Farmland**

**Richland County, ND
Abercrombie Township
Chuck Strand - Owner**



**Steffes Auctioneers
2000 Main Avenue East, West Fargo, ND 58078
800.726.8609 • 701.237.9173
Brad Olstad ND319, Scott Steffes ND81
Rodney Steffes - Agent
www.steffesauctioneers.com**