

# TERMS & CONDITIONS

## I. Terms and Conditions of Auction

The property will be offered for sale in one parcel. The open outcry auction will be held at 11:00am, Thursday, September 6, 2012 at The Fireside Inn & Suites, Devils Lake, ND. All bids will be taken without regard to a prospective bidder's sex, race, color, religion or national origin.

A. If you are the successful bidder on this property, you will be required to not only provide a **10 PERCENT** of the purchase price earnest money deposit, but also are required to complete and sign a standard North Dakota Real Estate Purchase Agreement provided by the Auctioneer.

B. If you are the successful bidder on this property, your 10% earnest money deposit will be held in escrow until the closing date. All documentation will be available for your review prior to commencement of the auction. All real estate sales must be closed and the total balance of the purchase price paid on or before **October 11, 2012**. During the days following the auction, you will be contacted by the closing agent to schedule your closing date and time.

## II. Bidding Procedures

Bids will be taken only by those who show their bidder number. Retain your bidder number for the duration of the auction as you are responsible for your assigned number. The property is sold when the Auctioneer announces, "sold," identifies the winning bid number and the amount of the bid and the information is recorded by the Auctioneer or her designee. In case of a tie bid, bidding will be reopened between the two tied bidders. The high bid cannot be withdrawn once the Auctioneer determines it to be the winning sale bid.

## III. Purchase Agreement, Marketability, Signing Area

At the auction completion, the successful high bidder must sign a standard North Dakota Real Estate Purchase Agreement to purchase this property for which it was the high bidder. An appointment date to close the transaction will be furnished to the Purchaser after the Purchase Agreement is signed. The transaction must be closed and the money paid on or before October 11, 2012 or the Purchaser will be in default and the earnest money paid herein will be forfeited to the Seller. The Auctioneer and the Seller assume that the bidders have inspected the property and are satisfied with the conditions of such property and accept that property in an "as is—where is" condition.

The buyer agrees to hold the Auctioneer and their client(s) harmless regarding any representation as to the status, zoning, condition and any other material representation regarding this property.

It is the Purchaser's responsibility to make needed repairs or improvements, if any to bring the property up to necessary state, local and federal codes. The Auctioneer and the seller obtained information from sources deemed reliable, but do not guarantee its accuracy. Due diligence of the property and related information by the buyer is strongly recommended.

## IV. Forfeiture of Purchase Money Paid Pursuant to the Terms of the Purchase Agreement

Purchaser's failure to close the sale by the closing date due to insufficient funds, or for any other reason will result in the forfeiture of the Purchaser's earnest money deposit.

## V. Closing

At closing, the Buyer will be required to pay the difference between the purchase money deposit and the final selling price along with the buyer's premium. Title insurance will not be furnished and any fees and closing costs regarding determination of title or title insurance purchase will be paid by the Purchaser. An updated Abstract of Record Title will be furnished to the Purchaser prior to close for the Purchaser's attorney to prepare a preliminary title opinion if desired by the Purchaser or the Purchaser's lender.

## VI. Showing of Property

The farmland is accessible by highway, county and township roads for inspection. **WHETHER OR NOT YOU ACTUALLY INSPECT THE PROPERTY, YOU WILL BE BOUND TO ACCEPT THE PROPERTY "AS IS-WHERE IS" AND WITH ALL FAULTS AND DEFECTS AND WITH NO EXPRESSED OR IMPLIED WARRANTY AS TO THE MARKETABILITY OR THE CONDITION THEREOF.** It will be your responsibility to make any needed repairs, improvements or compliance requirements to bring the property to applicable codes.

This auction bidder's information (including these terms and conditions and any picture or description of any property) is for your information and convenience only. Nothing contained in this information shall be binding on the Seller of the property or the Auctioneer. Announcements made on sale day by the Auctioneer, Amy Nikolaisen of Cando Auction & Real Estate, will take precedence over said printed matter.

We encourage you to inspect any property you wish to bid on. This property is subject to prior sale and bids will be taken until the last and final bid has been taken and accepted. The seller reserves the right to reject or accept any and all bids. **A 6% Buyer's Premium will be added to the high bid(s) to equal the contract price. There are no US Fish & Wildlife wetland easements. The property is currently subject to a cash rent lease for 2012 and said payment will be prorated to the date of close. The 2012 Real Estate Taxes will also be prorated to the date of close.**

158 +/- Acres

Cavalier County, ND

# LAND AUCTION

Thursday, September 6, 11:00am (CT)

Auction Location: The Fireside Inn & Suites, Hwy 2, Devils Lake, ND



158 +/- Acres

Cavalier County, ND

# LAND AUCTION

Thursday, September 6, 11:00am (CT)



HAROLD SWENSON, OWNER

# GENERAL PROPERTY INFORMATION

## Welcome prospective bidders!

It's with great pleasure that I welcome you to the Harold Swenson land auction! Harold and our auction company are offering for sale an exceptional quarter of land in Cavalier County, ND located west of Hampden, ND. The parcel features 150.9 FSA cropland acres with a soil productivity index of 75. Additionally, the parcel does not have a US Fish & Wildlife wetland easement, is drained, farmed and ready to go. This is an excellent quarter and is surrounded by other productive cropland! Feel free to inspect the property at your leisure. If you're unable to attend the auction, call us to make arrangements for phone or online bidding. Don't miss this excellent opportunity to purchase exceptional farm ground! The seller and I wish you the best at the auction! Please call with any questions. See you at the sale!

Warmest regards,

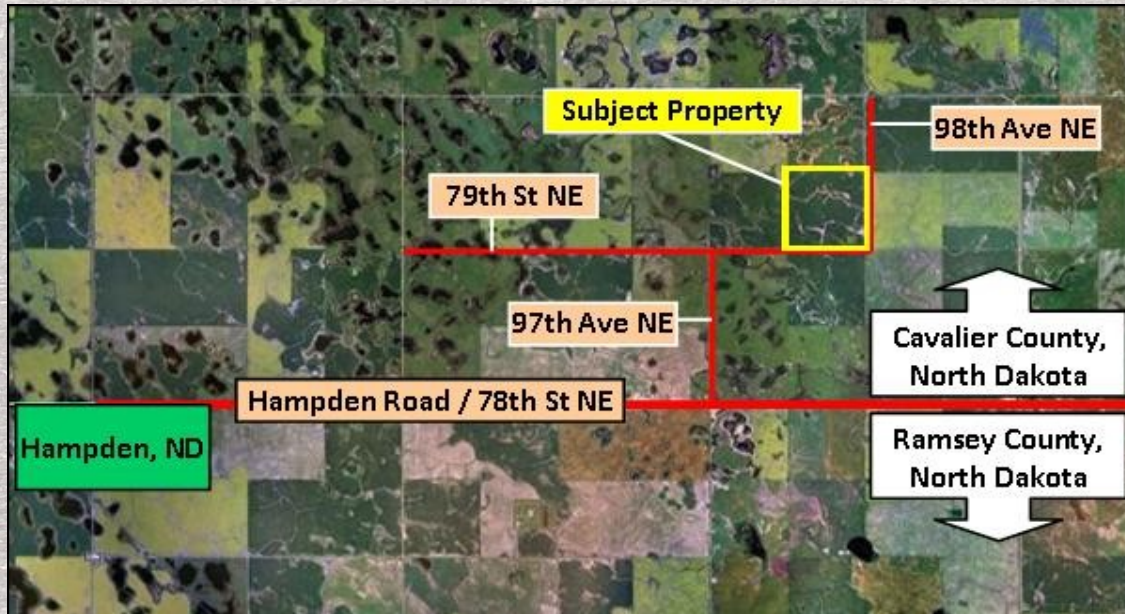
**Amy Nikolaisen**

Auctioneer

Cando Auction & Real Estate



**Driving Directions:**  
From Hampden, ND, travel 4 miles east on the Hampden Road (78th St NE). Turn north on 97th Ave NE & travel 1 mile. Turn east on 79th St NE & travel 1/2 mile. You'll be at the southwest corner of the property.



Drained!



Great Black Dirt!



4 Acre Farmstead



Cando Auction & Real Estate 877-812-4305

# PROPERTY INFORMATION



**Legal:** SE 1/4 Less School Section 29-159N-61W, Billings Township, Cavalier County, ND

**Deeded Acres:** 158 +/-

**2011 Real Estate Taxes:** \$1,009.53

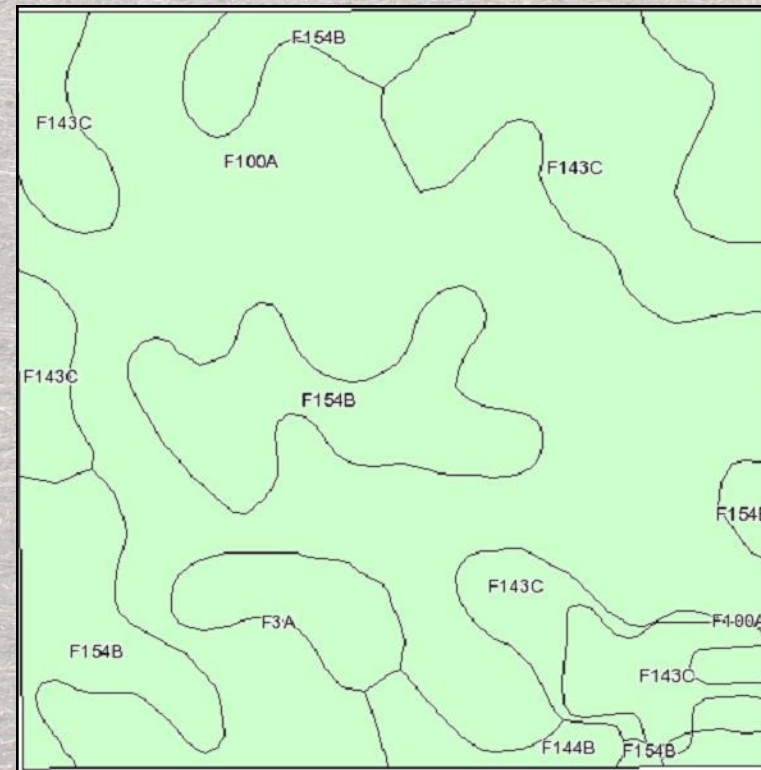
**FSA Cropland Acres:** 150.9

**Base Acres:** Wheat 107.6 @ 35 bu, Sunflowers 13.2 @ 896 lbs, Barley 3.5 @ 52 bu, Canola 12 @ 872 lbs; Total Base Acres 136.3

**Rental Contract:** Contract for 2012 crop season only (2012 payment will be prorated to the date of close)

**USFW Wetland Easement:** None

**Minerals:** Any owned are transferring at close



Code	Soil Description	Acres	Percent Of Field	Non-Irr Class	Productivity Index
F100A	Hamerly-Tonka complex, 0 to 3 percent slopes	86.7	55.8%	llw	80
F143C	Barnes-Buse-Langhei loams, 6 to 9 percent slopes	33.9	21.8%	lVe	59
F154B	Svea-Buse loams, 3 to 6 percent slopes	26.7	17.2%	lle	78
F3A	Parnell silty clay loam, 0 to 1 percent slopes	5.1	3.3%	lllw	69
F144B	Barnes-Buse loams, 3 to 6 percent slopes	3	1.9%	lle	73
Weighted Average					74.6



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