

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WISCONSIN**

In re:

CRAPP FARMS PARTNERSHIP

Chapter 11

Case No. 3-17-11601-svk

Debtor.

**CRAPP FARMS PARTNERSHIP'S *AMENDED* MOTION
TO SELL FARM REAL ESTATE BY AUCTION
AND TO COMPENSATE AUCTIONEER
(Amended to provide information on Terms and Conditions of Sale
and Bid Procedures to be Employed at Auction)**

Crapp Farms Partnership, the debtor herein (the "Debtor"), by its attorneys, Krekeler Strother, S.C., files this *amended* motion (the "*Amended* Motion") for entry of an order, pursuant to Section 363 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1330, (the "Bankruptcy Code"), for entry of an order permitting the Debtor to sell its farm real estate by a live auction sale to be conducted on March 28, 2018. In support of this Motion, the Debtor respectfully represents as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of the Debtor's Chapter 11 case and this Application in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The relief requested herein is pursuant to Section 363 of the Bankruptcy Code.

BACKGROUND

2. On May 3, 2017 (the "Petition Date"), the Debtor commenced this case under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code").

3. The Debtor is continuing to operate its business as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

4. The Committee of Unsecured Creditors in this case was appointed on June 5, 2017.

5. The Debtor wishes to conduct the sale of real property formerly used in its farming operations using Steffes Group, Inc. (“Steffes”) as auctioneer, pursuant to the proposed Real Estate Listing and Auction Sale Agreement (the “Real Estate Auction Agreement”) between the Debtor and Steffes. A true and correct copy of the Real Estate Auction Agreement is attached hereto and incorporated herein by reference as **Exhibit A**.

6. BMO Harris, N.A., (“BMO”), the Debtor’s pre-petition secured lender, obtained proposals from Steffes to conduct the auction sales, and recommended that Debtor hire Steffes to conduct the proposed auction sale according to the terms and conditions set forth in the Real Estate Auction Agreement.

7. Contemporaneous with the filing of this Motion, the Debtor filed the Amended Application of Crapp Farms Partnership to Employ Steffes Group as Auctioneer (the “Steffes Application”).

RELIEF REQUESTED

Sale of real property via live auction

8. By this Motion, the Debtor seeks entry of an Order authorizing the Debtor to sell its real property by a live auction sale conducted by Steffes on March 28, 2018 (the “Real Estate Auction”), free and clear of liens, claims and encumbrances, with the same to attach to the proceeds of the sale.

9. The real property to be sold at the Real Estate Auction consists of approximately 2,044 m/l acres of farmland and related farm buildings located in Grant County, Wisconsin (the "Real Property"). Legal descriptions for the parcels of land comprising the Real Property is attached hereto and incorporated herein as **Exhibit B**.

10. The Debtor believes that conducting the Real Estate Auction prior to the beginning of the 2018 planting season will yield great interest and competitive bidding. Therefore, the Debtor proposes to have Steffes conduct the Real Estate Auction on March 28, 2018. Conducting the auction at this time will allow successful buyers to incorporate any purchased land into their overall cropping plan.

11. The Debtor anticipates that in conjunction with the filing of this Motion, the Debtor will also be filing an appropriate motion to have this Motion heard on an expedited basis. Additionally, the Debtor also requests that the 14-day stay pursuant to Rule 6004(h) be waived.

12. The Real Property is subject to validly-perfected first-position security interests in favor of BMO, securing, among other obligations to BMO, notes with an outstanding principal balance of \$29,067,310.42 as of the Petition Date.

13. By virtue of BMO's properly perfected security interest in the Real Property, BMO shall be entitled to all net proceeds from the Real Estate Auction, after compensation to Steffes, to be applied to reduce the current indebtedness owed by the Debtor to BMO.

14. *Upon information and belief, the net sale proceeds from the Real Estate Auction will not be sufficient to pay the Debtor's obligations to BMO in full.*

**Terms and Conditions of Sale and
Procedure for Bidding at Real Estate Auction**

15. *Attached hereto and incorporated herein as Exhibit C is an excerpt from Steffes' standard buyers prospectus for auction sales of this nature, which states in detail the Terms and Conditions and Bidding Procedures Steffes expects to employ for the Real Estate Auction.*

16. *Additionally, pursuant to the Real Estate Auction Agreement, the sale for each and any parcel of real estate shall be subject to confirmation and acceptance by both the Debtor and BMO Harris.*

Compensation to Steffes

17. The following is a brief summary of the services and efforts the Debtor anticipates that Steffes will undertake in connection with the Real Estate Auction:

- a) Handle all aspects of marketing for the anticipated auction;
- b) Handle bidder registration, data entry and customer check out, and manage the on-line auction to answer all questions;
- c) Prepare the site for auction, including organizing assets for sale, handle checkout of items, and assist in the removal of items won at the conclusion of the auction sale; and
- d) Any other related services deemed necessary by the parties for an efficient and successful on-line auction sale.

18. Steffes' requested compensation for services to be rendered to the Debtor are fully set forth in the Real Estate Auction Agreement and specifically as follows:

- a) Steffes shall pay all costs related to advertising and promotion, set-up fees, and other costs for the preparation of the auction; and

b) Steffes shall be compensated via a buyer's premium of 5% in effect for the Real Estate Auction, which premium shall be added to each successful buyer's purchase price for each parcel of land sold and shall represent the only fee to Steffes for its services in conducting the Real Estate Auction.


19. The Debtor requests that this Court approve payment of the compensation to Steffes and authorize the Debtor to disburse Steffes' fee to Steffes upon conclusion of the Real Estate Auction.

20. The Debtor believes that the Real Estate Auction will yield the highest and best total value for the Real Property, and that the Real Estate Auction is in the best interests of the Debtor, its creditors, and the estate.

WHEREFORE, Crapp Farms Partnership respectfully requests that the Court enter an Order (i) granting this Motion, (ii) authorizing Crapp Farms Partnership to sell the Real Property via a live auction described herein in the manner and under the terms and conditions set forth in the Real Estate Auction Agreement, free and clear of all liens, claims, or encumbrances, with liens to attach to the proceeds of the sale; (iii) approving compensation to the Steffes Group as described herein and authorizing Crapp Farms Partnership to disburse the fee to the Steffes Group upon conclusion of the Real Estate Auction; and (iv) granting such other and further relief as is just and proper.

Dated this 1st day of March, 2018.

Krekeler Strother, S.C.

By: 
Kristin J. Sederholm, SBN 1001895
Eliza M. Reyes, SBN 1030764
*Attorneys for the Debtor in Possession,
Crapp Farms Partnership*

2901 W. Beltline Hwy., Suite 301
Madison, WI 53713
Phone: 608-258-8555
Fax: 608-258-8299
ksederholm@ks-lawfirm.com
ereyes@ks-lawfirm.com
jschank@ks-lawfirm.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 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.



- All bidders must register their name, address, and telephone number in order to receive a bidder number.
- Bidders who wish to **BID ONLINE** must register their name, address, and telephone number at least 48 hours prior to the auction in order to be approved to bid online.
- 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 Group 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.
- Property will be sold with title insurance & conveyed by General Warranty Deed.
- The balance of the purchase price must be paid in full at closing on or before **Friday, April 20, 2018**.
- **2017 taxes to be paid by SELLER. 2018 taxes to be 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.
- **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 REGARDLESS OF PRICE AFTER THE OPENING BID.**

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 or before **Friday, April 20, 2018**. Closing will take place at a closing company mutually agreeable to both Buyer and 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 Group, Inc. is representing 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.

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.





2500 Birch Avenue East
West Fargo, ND 58078-2210
Phone: 701.237.9173
Fax: 701.237.0976
WestFargo@SteffesGroup.com

24400 MN Highway 22 South
Litchfield, MN 55355-5840
Phone: 320.693.9371
Fax: 320.693.9373
Litchfield@SteffesGroup.com

SteffesGroup.com

REAL ESTATE LISTING AND AUCTION SALE AGREEMENT

Agreement made this 12th day of February 20 18 between

NAME Crapp Farms Partnership

ADDRESS 5627 Lone Elm Tree Road TELEPHONE

CITY/STATE/ZIP Potosi, WI 53820 SS# OR TAX ID#

Whether one or more, hereafter called OWNER, and Steffes Group, Inc., hereafter called AUCTIONEERS.

OWNER hereby employs AUCTIONEERS to sell the following described property, located in the County of Grant State of Wisconsin to wit:

AUCTIONEERS shall publicly auction said property on or before Wednesday, March 28 20 18 Time 10:00AM

AUCTION LOCATION TBD

At auction, the selling price shall be determined by competitive bidding. The property shall be sold either "A": "Absolute" without reserve to the highest qualified bidder or "B": "Subject To Confirmation and Acceptance by OWNER". (Select one (B) BMO Harris, N.A.). If "B" is selected, OWNER agrees to place \$ 0 in AUCTIONEERS' escrow account, which shall be retained as the cost of the auction in the event of a non-sale, or refunded at closing to OWNER if sale is confirmed on auction day. If "B" is selected, the minimum acceptable bid at auction is \$ TBD

In the event the property is not sold at auction, OWNER hereby gives to AUCTIONEERS the exclusive right, until May 28, 2018 to sell the property for the price of TBD which price may be reduced from time to time at OWNERS request

AUCTIONEERS agree to use his/her best effort to obtain the highest available bid at auction or the highest available price outside of auction, OWNER acknowledges that AUCTIONEERS do not guarantee any performance by any bidder. OWNER agrees to:

- a. Cooperate with AUCTIONEERS in selling the property;
- b. Promptly tell AUCTIONEERS about all inquiries received about the property;
- c. Provide for and pay for any inspections and reports that are required by city, county or state;
- d. Provide an updated abstract of title, owner's duplicate certificate of title and registered property abstract, or title insurance on the property.

OWNER agrees, for the duration of the term of this agreement to maintain full fire insurance on any improvements, timber, crops and other property. AUCTIONEERS commission shall not be reduced in the event of the destruction of any improvements, timber or crops, following execution of a contract by buyer or in the event of an auction, following the fall of the auctioneer's gavel.

OWNER grants to AUCTIONEERS the right to place customary advertising signs on the property during the term of this agreement, and sold signs until closing.

OWNER AGREES TO PAY ALL SALES EXPENSES INCLUDING: AUCTIONEER'S & CLERK'S FEE 5% Buyers Premium

ADVERTISING Steffes pays all SET-UP FEE Steffes OTHER N/C

OWNER agrees to pay all commissions due AUCTIONEERS upon the happening of any of the following events:

- a. At the closing of the sale, if OWNER sells or agrees to sell the property before this contract ends, even if another agent or OWNER sells the property without AUCTIONEERS assistance;
- b. If AUCTIONEERS present a buyer who is willing and able to buy the property at the price and terms required in his contract, but OWNER refuses to sell;
- c. If within _____ days after the end of this contract, OWNER sells or agrees to sell the property to anyone who:
 - (1) during this contract made an inquiry about the property and OWNER did not tell AUCTIONEERS about the inquiry;
 - (2) during this contract made an affirmative showing of interest in the property or was physically shown the property by AUCTIONEERS;
 - (3) MINNESOTA ONLY — AUCTIONEERS have provided to OWNER a prospect list within 72 hours after the end of this contract.

AUCTIONEERS shall not be responsible if all or any part of the property is lost, stolen, damaged or destroyed or for injuries to persons or property on the premises. OWNER agrees to hold harmless, indemnify and defend AUCTIONEERS from and against any claims with respect to such lost, stolen damaged or destroyed property or injury to persons or property.

OWNER covenants and agrees he or she has good title and right to sell, and that the property is free from all liens and encumbrances except as follows:

(If none, write none). Please include Lien Holder, Lien Holder address and approximate unpaid balance.

BMO Harris, N.A., 111 West Monroe Street, Chicago, IL, 60603-4095; approximate unpaid balance of \$29,067,310.42 as of the Petition Date of May 3, 2017.

General real estate taxes and installments of special assessments shall be paid as follows 2018 taxes pd by buyer 2017 & previous pd out of sale proceeds

OWNER certifies that OWNER has not received notice from any municipality, government agency, or homeowners association about the property that OWNER has not told AUCTIONEERS about, and agrees to tell AUCTIONEERS promptly of any notices of that type that OWNER receives.

OWNER shall be responsible for and shall indemnify and hold AUCTIONEERS harmless from all liability resulting from the statements, or representations regarding future use, rentals, physical shape, condition or improvements of any property described herein. All property sold As Is Where Is.

AUCTIONEERS (are) (are not) authorized to purchase at this auction. It is agreed AUCTIONEERS represent the OWNER in this transaction.

STEFFES GROUP, INC.

[Signature]

OWNER(S)

Scott Steffes ND81 & MN14-51—Brad Ostad ND319 & MN14-70—Ashley Hubn ND843 & MN47-002
Bob Steffes ND82 & MN14-09—Eric Gabrielson ND890 MN47-006—Randy Kath ND894 & MN47-007
—Max Steffes ND990 & MN14-031

In accordance with Ruling 51-05, 1-04.1, a bond in the amount of \$5,000 for each auctioneer & \$10,000 for the auction clerk are on file with ND Public Service Commission, Bismarck, ND 58505 (701) 328-2400

DATE _____



Legal Description
3328T

The Northwest Quarter (N.W. 1/4) of the Northeast Quarter (N.E.1/4) of Section Six (6) and the East Half (E. 1/2) of the Northwest Quarter (N.W.1/4) of said Section Six (6), EXCEPTING 24 acres off of the West side thereof, all in Township Three (3) North, Range Two (2) West of the 4th P.M., Grant County, Wisconsin.

EXCEPT part of the Southeast Quarter (S.E. 1/4) of the Northwest Quarter (N.W. 1/4) of Section Six (6), Township Three (3) North, Range Two (2) West of the 4th P.M., Harrison Township, Grant County, Wisconsin, described as follows:

Commencing at the West Quarter corner of said Section; thence South $89^{\circ} 45' 07''$ East 1558.18 feet along the South line of the N.W.1/4 of said Section to the point of beginning; thence South $89^{\circ} 45' 07''$ East 959.44 feet along the South line of said N.W.1/4 to the Southeast corner thereof; thence North $00^{\circ} 21' 00''$ West 755.68 feet along the East line of the N.W.1/4 of said Section; thence North $64^{\circ} 57' 45''$ West 1061.79 feet to the East line of the West 24 acres of the E. 1/2 of the N.W. 1/4 of said Section; thence South $00^{\circ} 20' 38''$ East 1200.89 feet along said East line to the point of beginning. Also EXCEPT a parcel of land conveyed to Thomas J. Sahr and Randy L. Sahr, husband and wife, as survivorship marital property, by Warranty Deed recorded in Volume 922 of Records, page 797 described as follows:

A parcel of land located in the Northwest Quarter (N.W. 1/4) of the Northeast Quarter (N.E.1/4) of Section Six (6), Township Three (3) North, Range Two (2) West of the 4th P.M., Grant County, Wisconsin, said parcel being described as follows:

Commencing at the North Quarter corner of said Section 6; thence South $88^{\circ} 37' 50''$ East 1316.37 feet along the North line of said Section 6 to the Northeast corner of the N.W.1/4 of the N.E. 1/4 thereof; thence South $00^{\circ} 24' 48''$ West 155.42 feet along the East line of the N.W. 1/4 of the N.E. 1/4 of said Section 6 to the point of beginning; thence South $79^{\circ} 40' 32''$ West 162.14 feet to a No. 6 rebar; thence South $30^{\circ} 17' 10''$ West 365.83 feet to a No. 6 rebar; thence North $80^{\circ} 53' 13''$ West 178.42 feet to a No. 6 rebar; thence South $86^{\circ} 23' 01''$ West 22.13 feet to a No. 6 rebar; thence South $44^{\circ} 33' 12''$ West 198.02 feet to a No. 6 rebar; thence South $15^{\circ} 57' 30''$ West 38.44 feet to a No. 6 rebar; thence South $09^{\circ} 33' 10''$ West 141.58 feet to a No. 6 rebar; thence South $16^{\circ} 58' 17''$ West 95.01 feet to a No. 6 rebar; thence South $19^{\circ} 30' 32''$ West 346.44 feet to a point in the centerline of Red Dog Road; thence South $67^{\circ} 24' 20''$ East 22.51 feet to a point in said centerline; thence North $21^{\circ} 15' 19''$ East 207.22 feet to a No. 6 rebar; thence South $69^{\circ} 52' 25''$ East 320.21 feet to a No. 6 rebar; thence North $45^{\circ} 14' 20''$ East 410.56 feet to a No. 6 rebar; thence South $82^{\circ} 20' 00''$ East 166.95 feet to the East line of the N.W.1/4 of the N.E. 1/4 of said Section 6; thence North $00^{\circ} 24' 48''$ East 712.11 feet along said East line to the point of beginning. Also including the South Half (S.1/2) of the Southwest Quarter (S.W.1/4) of Section Thirty-one (31), Township Four (4) North, Range Two (2) West of the 4th P.M., Grant County, Wisconsin; and 70 acres off the North end of the West Half (W.1/2) of the Southeast Quarter (S.E.1/4); and 30 acres off the North end of the Southeast Quarter (S.E.1/4) of the Southeast Quarter (S.E. 1/4) of Section Thirty-six (36), Township Four (4) North, Range Three (3) West of the 4th P.M., Grant County, Wisconsin.

EXCEPT that parcel of land conveyed to Ivan Yoose by Quit Claim Deed recorded in Volume 647 of Records, page 422 described as follows: A triangular parcel in the Southwest corner of the S.W.1/4 of

Section 31, T4N, R2W, South of the public highway, in the town of Ellenboro, Grant County, Wisconsin.

Tax Parcel Nos.

020-00113-0000
020-00116-0000
014-00674-0000
014-00675-0000
056-00822-0000
056-00823-0000
056-00826-0000
020-00121-0010

Legal Description
3479T, 3480T and 3481T

The South Three Quarters (S.3/4) of the West Half (W. 1/2) of Section One (1) EXCEPTING therefrom lands described in Volume P of Deeds on page 625, Volume 68 of Deeds on page 452, Volume 662 of Records on page 288 as Document #533977.

Also EXCEPTING lands designated as Lot I on Certified Survey Map #935, as Document #648908. Also EXCEPTING therefrom lands conveyed in Volume 581 of Records on page 589 as Document #489907, described as follows, to-wit: Part of the N.W. 1/4 of the S.W. 1/4 of said Section 1 described as follows:

Beginning at a point which is located 310.76 feet South and 366.00 feet East of the Northwest corner of the S.W. 1/4 of said Section 1; thence North 72° 00' 00" East 439.81 feet to the Westerly right-of-way of State Trunk Highway #35; thence South 18° 20' 36" East 46.16 feet along said right-of-way; thence South 62° 43' 04" West 144.80 feet;
thence South 11° 23' 34" West 108.57 feet; thence South 85° 14' 24" West 116.64 feet;
thence South 72° 00' 00" West 141.62 feet; thence North 13° 19' 36" West 137.84 feet to the point of beginning.

Also including the Southeast Quarter (S.E. 1/4) of the Northeast Quarter (N.E. 1/4) and the South Half (S. 1/2) of the Southeast Quarter (S.E. 1/4) of Section Two (2).

Also including the Northwest Quarter (N.W. 1/4) of the Northwest Quarter (N.W. 1/4) of Section Twelve (12), all of the above described lands being in Township Four (4) North, Range Five (5) West of the 4th P.M., Grant County, Wisconsin.

EXCEPT a parcel of land conveyed to Patrick J. Esser and Kimberly J. Esser, husband and wife, as survivorship marital property, by Warranty Deed recorded in Volume 962 of Records, page 325 described as follows:

Lot One (1) of Certified Survey Map #950 recorded in Volume 8 of Certified Survey Maps, page 13, Document #650906 on February 27, 2003, and being located in the N.W.1/4 of the S.W.1/4 of Section 1, T4N, R5W of the 4th P.M., Beetown Township, Grant County, Wisconsin.

Also EXCEPT a parcel of land conveyed to Ruby E. Marshall, a single individual, by Warranty Deed recorded in Volume 1099 of Records, page 547 described as follows:
Part of the N.E.1/4 of the S.W. 1/4 of Section 1, T4N, R5W of the 4th P.M., Beetown Township, Grant County, Wisconsin, described as follows:

Commencing at the South Quarter corner of said Section; thence North 01° 35' 42" West 755.03 feet along the East line of the S.W.1/4 of said Section; thence North 42° 59' 13"

West 1139.67 feet along a line of Lot 1 of Certified Survey Map #935, recorded in Volume 7 of Certified Survey Maps, on Pages 231-232 as Document #648908, Grant County Registry, to the point of beginning; thence South 71° 00' 00" West 149.85 feet along a line of said Lot 1; thence North 27° 01' 33" West 107.30 feet along a line of said Lot 1; thence North 08° 14' 01" East 86.13 feet along a line of said Lot 1; thence South 53° 26' 55" East 221.72 feet to the point of beginning.

Tax Parcel Nos.

Case No. 3479:

002-00906-0000
002-00925-0000

Case No. 3480:

002-00911-0000
002-00914-0000
002-00936-0000
002-00937-0000

Case No. 3481:

002-00907-0000
002-00908-0010
002-00909-0000
002-00915-0000
002-00962-0000

Legal Description
3549T

The West Half (W.1/2) of the Northwest Quarter (N.W. 1/4) of Section Thirteen (13); the East Half (E. 1/2) of the Northeast Quarter (N.E. 1/4) of Section Fourteen (14), Township Three (3) North, Range Three (3) West of the 4th P.M., Grant County, Wisconsin.

EXCEPT that parcel conveyed to Grant County, Wisconsin, by Highway Deed recorded in Volume 468 of Records, page 515, in the office of Register of Deeds for Grant County, Wisconsin.

Also EXCEPT a parcel of land conveyed to Mary Ann Flesch and Martin James Placko, as joint tenants, by Quit Claim Deed recorded in Volume 1067 of Records, page 178 and described as follows:

Part of the S.E.1/4 of the N.E.1/4 of Section 14, T3N, R3W of the 4th P.M., Potosi Township, Grant County, Wisconsin, described as follows:

Commencing at the East Quarter corner of said Section; thence North 00° 09' 50" West 274.55 feet along the East line of said Section to the point of beginning; thence North 88° 56' 13" West 148.57 feet to a No. 6 rebar; thence North 00° 16' 50" East 42.00 feet to a No. 6 rebar; thence North 88° 56' 13" West 42.50 feet to a No. 6 rebar; thence North 00° 16' 50" East 173.00 feet to a No. 6 rebar; thence South 88° 56' 13" East 31.00 feet to a No. 6 rebar; thence North 00° 16' 50" East 64.00 feet to a No. 6 rebar; thence South 88° 56' 13" East 157.90 feet to the East line of said Section; thence South 00° 09' 50" East 279.04 feet along said East line to the point of beginning.

Tax Parcel Nos.

052-00254-0000

052-00255-0000

052-00285-0000

052-00288-0000

052-00254-0010

Legal Description
5958T

The East 10 acres of Southeast Quarter (S.E. 1/4) of Northwest Quarter (N.W.1/4) of Section Three (3); also the N.E. 1/4 of Section Three (3) all in Township Three (3) North, Range Three (3) West of the 4th P.M. Grant County, Wisconsin.

EXCEPTING therefrom a parcel of land in the S.E. 1/4 of the N.E.1/4 of said Section 3 described as follows, to-wit:

Beginning at the East Quarter corner of said Section 3; thence North 01° 36' 07" East 472.43 feet along the East line of said Section 3; thence North 88° 06' 38" West 594.59 feet; thence South 01° 36' 07" West 480.00 feet to the East-West Quarter line of said Section 3; thence South 88° 50' 25" East 594.60 feet along said East-West Quarter line to the point of beginning.

Also EXCEPT a parcel of land conveyed to Darrell C. Crapp and Diana Crapp, husband and wife, by Warranty Deed recorded in Volume 976 of Records, page 290 described as follows:

Part of the Northeast Quarter (N.E. 1/4) of the Northeast Quarter (N.E. 1/4) and the Northwest Quarter (N.W.1/4) of the Northeast Quarter (N.E. 1/4) of Section Three (3), Township Three (3) North, Range Three (3) West of the 4th P.M., Grant County, Wisconsin, said parcel being described as follows:

Commencing at the Northeast corner of said Section 3; thence South 01° 36' 07" West 572.04 feet along the East line of said Section 3; thence North 85° 13' 45" West 685.35 feet to the point of beginning; thence North 85° 13' 45" West 189.09 feet; thence South 32° 15' 53" West 143.46 feet; thence South 86° 12' 12" West 153.81 feet; thence North 87° 45' 47" West 261.49 feet; thence South 00° 10' 28" East 398.88 feet; thence South 86° 46' 45" East 645.09 feet; thence North 03° 39' 01" East 541.79 feet to the point of beginning.

Also EXCEPT a parcel of land conveyed to Karie Crapp by Warranty Deed recorded in Volume 976 of Records, page 292 described as follows:

Part of the Southeast Quarter (S.E. 1/4) of the Northwest Quarter (N.W.1/4), the Southwest Quarter (S.W. 1/4) of the Northeast Quarter (N.E. 1/4) and the Southeast Quarter (S.E. 1/4) of the Northeast Quarter (N.E. 1/4) of Section Three (3), Township Three (3) North, Range Three (3) West, 4th P.M., Potosi Township, Grant County, Wisconsin, said parcel being described as follows:

Commencing at the E.1/4 corner of said Section 3; thence North 88° 50' 25" West 694.60 feet along the East-West Quarter line of said Section 3 to the point of beginning; thence North 01° 36' 07" East 480.00 feet along the West line of that property surveyed by Larry Austin dated 6-7-96; thence North 87° 13' 11" West 634.96 feet; thence North 02° 55' 50" East 8.69 feet; thence South 89° 58' 28" West 372.41 feet; thence North 85° 43' 07" West 883.85 feet; thence North 23° 08' 18" West 329.75 feet; thence North 87° 38' 37" West 351.11 feet to a point on the West line of the East 10 acres of the S.E.1/4 of the N.W.1/4; thence South 01° 50' 17" West 854.99 feet along said West line of the East 10 acres of the S.E.1/4 of the N.W. 1/4 to the Southwest corner thereof; thence South 88° 50' 25" East 2382.45 feet along the East-West line of said Section 3 to the point of beginning.

Tax Parcel Nos.

052-00042-0000
052-00043-0000
052-00044-0000
052-00045-0000
052-00053-0000

Legal Description
8166T

The East Half (E. 1/2) of the Southwest Quarter (S.W. 1/4) and the Southwest Quarter (S.W. 1/4) of the Southwest Quarter (S.W.1/4) of Section Two (2), Township Three (3) North, Range Three (3) West of the 4th P.M., Grant County, Wisconsin.

Tax Parcel Nos.

052-00034-0000

052-Q0036-0000

052-00037-0000

Legal Description
8776T

The West Half (W.1/2) of the Northwest Quarter (N.W.1/4) and the Northwest Quarter (N.W.1/4) of the Southwest Quarter (S.W. 1/4) of Section Two (2); also the Northeast Quarter (N.E. 1/4) of the Northwest Quarter (N.W. 1/4) of Section Three (3), all in Township Three (3) North, Range Three (3) West of the

4th P.M., Grant County, Wisconsin.

EXCEPT a parcel of land located in the W. 1/2 of Section 2 T3N, R3W of the 4th P.M., Grant County, Wisconsin described as follows:

Commencing at the West Quarter corner of said Section 2, said corner being the point of beginning; thence North 01° 36' 07" East 2004.41 feet along the West line of said Section 2; thence South 88° 36' 49" East 425.83 feet; thence South 01° 01' 13" West 582.24 feet; thence South 27° 22' 53" East 252.85 feet; thence South 05° 09' 08" West 132.32 feet; thence South 31° 48' 54" West 421.06 feet; thence South 11° 59' 09" West 305.06 feet; thence South 01° 23' 48" West 557.90 feet; thence South 88° 36' 30" East 858.39 feet; thence South 56° 26' 07" East 220.38 feet to the East line of the N.W. 1/4 of the S.W.1/4; thence South 01° 34' 41" West 412.91 feet along said East line; thence North 88° 07' 12" West 1326.72 feet to the West line of said Section 2; thence North 01° 36' 07" East 671.25 feet along said West line to the point of beginning.

Tax Parcel Nos.

052-00031-0000
052-00032-0000
052-00035-0000
052-00047-0000

Legal Description
8870TR

A parcel of land located in the Northwest Quarter (N.W.1/4) of the Northwest Quarter (N.W. 1/4), the Southwest Quarter (S.W.1/4) of the Northwest Quarter (N.W. 1/4), the Northwest Quarter (N.W. 1/4) of the Southwest Quarter (S.W.1/4) and the Southwest Quarter (S.W.1/4) of the Southwest Quarter (S.W.1/4) of Section Twenty-three (23), Township Three (3) North, Range Three (3) West of the 4th P.M., Potosi Township Grant County, Wisconsin, described as follows:

Commencing at the West Quarter corner of said Section, said corner being the point of beginning; thence South 00° 04' 41" East 1982.07 feet along the West line of said Section to the Southwest corner of the N. 1/2 of the S.W. 1/4 of the S.W. 1/4 thereof; thence South 89° 03' 03" East 1336.20 feet along the South line of the N. 1/2 of the S.W.1/4 of said S.W.1/4 to the Southeast corner thereof; thence North 00° 02' 00" East 1992.00 feet along the East line of the W.1/2 of said S.W. 1/4 to the Northeast corner thereof; thence North 89° 28' 41" West 18.69 feet along the North line of the N.W. 1/4 of the S.W.1/4 of said Section to the Southeast corner of that property as described in Parcel 2 of Volume 1088, Page 757, recorded as Document #685369, Grant County Registry; thence North 00° 08' 46" East 1288.54 feet along the East line of said property described in Volume 1088, Page 757 to the Northeast corner thereof; thence North 83° 38' 32" West 1329.08 feet along the North line of said property described in Volume 1088, Page 757 to the Northwest corner thereof; thence South 00° 08' 38" West 1423.68 feet along the West line of said Section 23 to the point of beginning.

Tax Parcel ID Nos.

052-00488-0010
052-00487-0010
052-00491-0000
052-00492-0000

Legal Description
10977T

The Southwest Quarter (S.W.1/4) of Section Thirty-one (31), EXCEPTING therefrom lands used for cemetery purposes described as follows, to-wit: Beginning at a point on the West boundary line of said Section 31, which is 3.59 chains South from the Quarter post on the West side of said Section (var. 11°); thence East 12½ rods; thence South 16 rods; thence West 12½ rods to the West boundary line of said Section; thence North 16 rods on said Section line to the place of beginning.

Also including that part of the South Half (S. 1/2) of the Northwest Quarter (N.W.1/4) of said Section 31 described as follows, to-wit:

Beginning at the center of said Section 31; thence West 160 rods, more or less, to the West line of said Section; thence North 53 rods 7 links; thence East 40 rods; thence North 10.56 inches; thence East 120 rods, more or less, to a point 53 1/3 rods North of the place of beginning; thence South to the place of beginning.

All of said lands being in Township Four (4) North, Range Three (3) West of the 4th P.M., Grant

County, Wisconsin.

EXCEPTING therefrom lands described in Warranty Deed recorded in the office of the Register of Deeds for Grant County, Wisconsin, in Volume 448 of Records, Page 335, as Document No. 417727.

Also EXCEPTING therefrom the lands described in Quit Claim Deed recorded in said Register's office in Volume 771 of Records, Page 269, as Document No. 585521.

Also EXCEPTING therefrom the lands described in Warranty Deed recorded in said Register's office in Volume 834 of Records, Page 818, as Document No. 612843.

Tax Parcel Nos.

056-00698-0000
056-00700-0000
056-00702-0000
056-00703-0000
056-00706-0000
056-00708-0000

Legal Description
11143T

TRACT 4 DESCRIPTION:

Part of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section Thirteen (13), Township Three (3) North, Range Three (3) West of the 4th P.M., Potosi Township, Grant County, Wisconsin described as follows:

Commencing at the East Quarter corner of said Section 13; thence North 89° 48' 31" West 1363.50 feet along the East-West Quarter line of said Section; thence South 81° 23' 38" West 428.33 feet to a 3/4" diameter rebar marking the point of beginning; thence North 06° 23' 46" West 128.43 feet along a line of a previous survey by Larry Austin dated February 24, 1998 to a 3/4" diameter rebar; thence North 81° 42' 50" West 248.01 feet along a line of said survey to a 3/4" diameter rebar; thence North 16° 51' 28" West 164.34 feet along a line of said survey to a 3/4" diameter rebar; thence South 60° 16' 21" West 206.87 feet along a line of said survey to a 3/4" diameter rebar; thence South 00° 48' 22" East 291.19 feet to the Northerly right of way of County Highway "B"; thence North 81° 23' 38" East 488.44 feet along said right of way to the point of beginning.

TRACT 5 DESCRIPTION:

Part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section Thirteen (13), Township Three (3) North, Range Three (3) West of the 4th P.M., Potosi Township, Grant County, Wisconsin, described as follows:

Commencing at the East Quarter corner of said Section 13; thence North 89° 48' 31" West 1363.50 feet along the East-West Quarter line of said Section; thence South 81° 23' 38" West 428.33 feet to a 3/4" diameter rebar; thence North 06° 23' 46" West 128.43 feet along a line of a previous survey by Larry Austin dated February 24, 1998 to a 3/4" diameter rebar; thence North 81° 42' 50" West 248.01 feet along a line of said survey to a 3/4" diameter rebar; thence North 16° 51' 28" West 164.34 feet along a line of said survey to a 3/4" diameter rebar; thence South 60° 16' 21" West 206.87 feet along a line of said survey to a 3/4" diameter rebar; thence North 30° 32' 17" West 210.96 feet along a line of said survey to a 3/4" diameter rebar marking the point of beginning; thence North 30° 32' 17" West 435.66 feet along a line of said survey to a 3/4" diameter rebar; thence North 64° 14' 32" West 365.25 feet along a line of said survey to a 3/4" diameter rebar; thence South 85° 18' 55" West 572.09 feet along a line of said survey to a 3/4" diameter rebar; thence South 00° 38' 12" West 553.19 feet along a line of said survey to a 3/4" diameter rebar; thence North 86° 39' 05" East 267.54 feet; thence North 86° 39' 05" East 861.03 feet to the point of beginning.

Tax Parcel Nos.

052-00257-0000
052-0277-0000

Legal Description 12954TR

A triangular piece of approximately .5 acres situated in the Northeast corner of the South Half (S. 1/2) of the Southeast Quarter (S.E.1/4) of the Northeast Quarter (N.E. 1/4) of Section One (1), Township Three (3) North, Range Three (3) West of the 4th P.M., Grant County, Wisconsin.

Also including the North Half (N. 1/2) of the Northeast Quarter (N.E. 1/4); the North Half (N.1/2) of the Southwest Quarter (S.W.1/4) of the Northeast Quarter (N.E.1/4); the North Half (N.1/2) of the Southeast Quarter (S.E.1/4) of the Northeast Quarter (N.E.1/4), all in Section One (1), Township Three (3) North, Range Three (3) West of the 4th P.M., Grant County, Wisconsin.

Also including the West Half (W.1/2) of the Northwest Quarter (N.W. 1/4) and 24 acres off the West side of the East Half (E. 1/2) of the Northwest Quarter (N.W.1/4) of Section Six (6), Township Three (3) North, Range Two (2) West of the 4th P.M., Grant County, Wisconsin. Also including 20 acres off the South side of the Southeast Quarter (S.E. 1/4) of Section Thirty-six (36), being that part thereof lying South of the public highway in Township Four (4) North, Range Three (3) West of the 4th P.M., Grant County, Wisconsin.

EXCEPTING THEREFROM a triangular parcel approximately .5 acres in area located in the Southwest corner of the West Half (W.1/2) of the Northwest Quarter (N.W. 1/4) of Section Six (6), Township Three (3) North, Range Two (2) West of the 4th P.M., Grant County, Wisconsin.

Also including a triangular parcel in the Southwest corner of the Southwest Quarter (S.W. 1/4) of Section Thirty-one (31), Township Four (4) North, Range Two (2) West of the 4th P.M. Grant County, Wisconsin, lying South of the public highway.

Tax Parcel Nos.

020-00117-0000	052-00002-0000
020-00118-0000	052-00003-0000
020-00119-0000	052-00005-0000
020-00120-0000	052-00006-0010
014-00674-0010	056-00824-0000
052-00001-0000	056-00825-0000

Legal Description
13267T

The Northeast Quarter (N.E. 1/4) of Section Twenty-three (23), Township Four (4) North, Range Three (3) West of the 4th P.M., Grant County, Wisconsin.

EXCEPTING therefrom a parcel of land conveyed to the State of Wisconsin, Department of Transportation by Warranty Deed recorded in Volume 666 of Records, page 982, as Document No. 536599.

Tax Parcel Nos.

056-00522-0000

056-00523-0000

056-00524-0000

056-00521-0000

Legal Description
13837T

Part of the Northeast Quarter (N.E.1/4) of the Northeast Quarter (N.E.1/4) of Section Two (2), Township Four (4) North, Range Five (5) West of the 4th P.M., Beetown Township, Grant County, Wisconsin, described as follows:

Commencing at the Northeast corner of said Section 2, being the point of beginning; thence South $02^{\circ} 37' 53''$ East 628.60 feet along the East line of said Section; thence South $89^{\circ} 28' 25''$ West 356.02 feet; thence South $00^{\circ} 16' 20''$ East 317.59 feet; thence South $24^{\circ} 13' 17''$ East 281.51 feet; thence South $05^{\circ} 46' 06''$ East 305.84 feet to a point on the South line of the N.E. 1/4 of the N.E. 1/4 of said Section 2; thence South $89^{\circ} 49' 58''$ West 1076.19 feet along said South line to the Southwest corner thereof; thence North $02^{\circ} 39' 53''$ West 1513.03 feet along the West line of the N.E. 1/4 of the N.E. 1/4 of said Section 2 to the Northwest corner thereof; thence North $89^{\circ} 55' 58''$ East 1325.95 feet along the North line of said Section 2 to the point of beginning.

Tax Parcel No.

002-00922-0010

All the following described land situated in Sect. 13, T3N, R3W, lying North of (new) County Hwy B:
The West Half (W 1/2) of the Northeast Quarter (NE 1/4) and the East Half (E 1/2) of the Northwest Quarter (NW 1/4) of
Section Thirteen (13), Township Three (3) North, Range Three (3) West, of the 4th P.M., Grant County, Wisconsin.

Also including the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) EXCEPT the N 1/2 of the NE 1/4 of the SE
1/4 of the NE 1/4 of said Section 13.

Also Including the East Half (E 1/2) of the Southeast Quarter (SE 1/4) and that part of the Northeast Quarter (NE 1/4) of the
Southwest Quarter (SW 1/4) and the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 13
described as follows: Commence at a point which is 5.50 chains East of the Northwest corner of the NW 1/4 of SE 1/4 of
said Section 13; thence running West 13.55 chains; thence South 6.14 chains; thence North 74° 30' East 14.34 chains;
thence in a Northwesterly direction 2.3 chains to the place of beginning.

EXCEPTING therefrom the lands conveyed to Grant County, Wisconsin, by Warranty Deed recorded in Volume 468 of
Records, page 512. Also EXCEPTING the lands conveyed to Robert L. Schmelz and Linda L. Schmelz, husband and wife,
by Warranty Deed recorded in Volume 501 of Records, page 8. Also EXCEPTING therefrom the land described below:

A parcel of land located in Section 13, T 3 N, R 3 W of the 4th P.M., Grant County Wisconsin, described as follows, to-wit:
Commencing at the East 1/4 corner of Section 13; thence North 89° 48' 3 1" West 1363.50 feet along the East-West 1/4 line
of said Section 13; thence South S 81 degrees 23' 38" West 428.33 feet to the Northerly right-of-way of County Trunk
Highway "B" and the point of beginning; thence South S 81° 23' 38" West 692.77 feet along said right-of-way; thence
Westerly 403.39 feet on the arc of a curve concave Northerly having a radius of 1348.96 feet and a long chord which bears
North 82° 56' 52" West 406.33 feet on said right-of-way; thence North 7 1° 53' 1 5" West 240.07 feet along said
right-of-way; thence North 37° 09' 58" West 74.85 feet along said right-of-way; thence North 85° 57' 05" West 88.84 feet
along said right-of-way to the Southeast Corner of that property described in Volume 501, Page 8, Document No. 444112,
Grant County Registry, Lancaster, Wisconsin; thence North 00 degrees 39' 55" West 262.65 feet to the Northeast corner of
said property; thence South 86° 39' 05" West 267.54 feet to the Northwest corner of said property; thence North 00° 38'
12" East 553.19 feet; thence North 85° 18' 55" East 572.09 feet; thence South 64 degrees 14' 32" East 365.25 feet;
thence South 30° 32' 17" East 646.62 feet; thence North 60° 16' 21" East 206.87 feet; thence South 16° 5 1' 28" East
164.34 feet; thence South 81° 42' 50" East 248.01 feet; thence South 06° 23' 46" East 128.43 feet to the point of
beginning.

Parcel Identification Number: 052-00247-0000, 052-00248-0010, 052-00251-0000,
052-00253-0000, 052-00257-0010, 052-00277-0010





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 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.



- All bidders must register their name, address, and telephone number in order to receive a bidder number.
- Bidders who wish to **BID ONLINE** must register their name, address, and telephone number at least 48 hours prior to the auction in order to be approved to bid online.
- 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 Group 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.
- Property will be sold with title insurance & conveyed by General Warranty Deed.
- The balance of the purchase price must be paid in full at closing on or before **Friday, April 20, 2018**.
- **2017 taxes to be paid by SELLER. 2018 taxes to be 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.
- **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 REGARDLESS OF PRICE AFTER THE OPENING BID.**

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 or before **Friday, April 20, 2018**. Closing will take place at a closing company mutually agreeable to both Buyer and 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 Group, Inc. is representing 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.

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.