

110.9 Acres +/- Section 35, Silver Lake Township, Martin County, MN

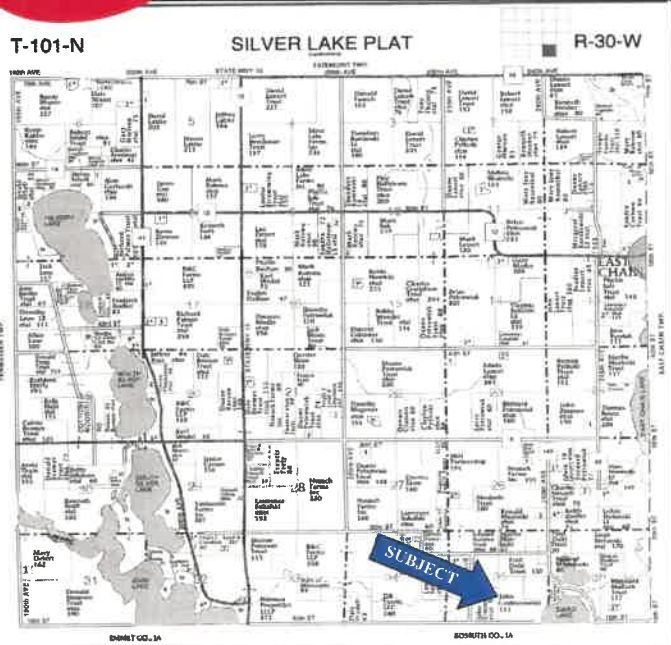
# FARMLAND AUCTION

**POSTPONED: Tuesday, January 30, 2018 @ 2:00 P.M.**

In case of very inclement weather - blizzard, please check our web site at [www.auctioneeralley.com](http://www.auctioneeralley.com) for details.

**SALE LOCATION:** The auction will be held at the Knights of Columbus Hall at 920 East 10th Street in Fairmont, Minnesota. Watch for auction signs on day of the sale.

**NOTICE!**  
**POSTPONED!**  
Now Jan. 30th



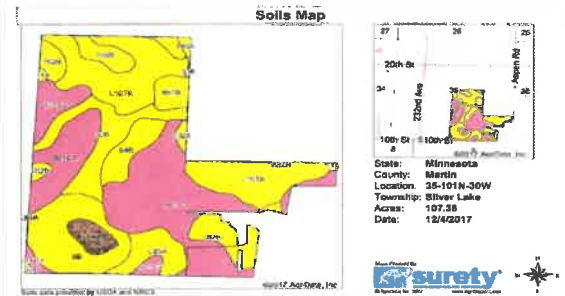
**PROPERTY LOCATION**  
From junction of Highway #15 & County #26 in Fairmont, Minnesota approximately 9-1/2 miles on #15 to 20th Street, then approximately 2-1/2 miles, to 232nd Avenue then 3/4 mile south & 1/4 east.

**PROPERTY LEGAL DESCRIPTION**  
Part of SE1/4 (Silver Lake Township) in 35-101N-30W Martin County, Minnesota. Containing 110.9 acres more or less. The full legal description will be provided at the auction.

**PROPERTY INFORMATION**  
Deeded Acres: 110.9 +/- Tillable Acres: 107.38 +/-  
Crop Productivity Index Rating: 91.1

**AUCTION SALE TERMS**  
All bidders must register for a bidding number at the auction prior to bidding. The successful Buyer at the conclusion of the auction will enter into a Purchase Agreement - Contract and shall make a 20% NON-refundable earnest money down-payment the day of the auction. The sale will NOT be contingent upon any buyer financing. The unpaid balance shall be due and payable in full on or before March 6, 2018, when clear title & possession will be passed by PR Deed. Buyers will be responsible for all tillage costs the day of the auction. The Buyer shall pay all real estate taxes that are due and payable in 2018 and there after. Property is being sold "AS IS". Property is being sold subject to any easements including road, drainage, utility or other easements of record. The sellers do not warranty or guarantee that existing fences lie on the true boundary and any new fencing, if any, will be the responsibility of the purchaser pursuant to MN statutes. The buyers are responsible for all inspections of the property prior to their purchase of it. The sale is subject to the sellers approval. Any statements made at the auction may take precedence over any printed information. Auction Company & Staff represent the seller in this transaction.

**AUCTIONEERS NOTE**  
We are very honored to have been asked to represent John Grabianowski Estate with the sale of this property. Please come prepared to purchase as the sellers have chosen the auction method to market this land. If you are considering the purchase of farmland to add to your investment portfolio, this is an auction that you will want to attend. The information contained in this sale bill and other information provided by the sellers & their agents is believed to be correct, but is not guaranteed. Any lines on maps are for informational purposes only and are not guaranteed to actual boundary lines of property. The buyers shall make themselves familiar with the property and verify all information & data for themselves. The auctioneers and the sales staff are representing the seller. This auction is open to the public. We look forward to seeing everyone at the auction. Remember that the auction begins at 10:30 A.M. sharp, so don't be late. Respectfully, Doug Wedel & Associates Auction Company.



Code	Soil Description	Acres	Percent of Total	PI Legend	Non-ir. Class %	Productivity Index
921	Clayey shales complex, 8 to 15 percent slopes, moderately eroded	27.56	24.8%			88
L107	Carleton-Glenade complex, 0 to 2 percent slopes	22.83	21.4%			91
86	Carleton clay loam, 0 to 2 percent slopes	11.61	11.0%			93
1020	Clanton loam, 2 to 6 percent slopes	11.34	10.6%			95
336	Clayey clay loam, 0 to 2 percent slopes	9.97	9.4%			94
L65A	Medic clay loam, 1 to 3 percent slopes	5.20	4.8%			96
940	Trent loam, 2 to 6 percent slopes	4.26	4.0%			99
887B	Clifton-Sherburne complex, 2 to 6 percent slopes	2.67	2.5%			92
L65A	Glenade clay loam, 0 to 1 percent slopes	2.47	2.3%			88
118	Clayton loam, 1 to 3 percent slopes	0.38	0.4%			100
Weighted Average:						91.1

**OWNER**  
**John Grabianowski Estate**

**For Additional Information**  
Go to our web site at [www.auctioneeralley.com](http://www.auctioneeralley.com) and check the information brochure under the John Grabianowski Land Auction sale bill area or call Doug Wedel at 507-236-4255 or 507-238-4318.

**SALE CONDUCTED BY**

**Auctioneers**  
Doug Wedel  
MN License #46-52  
Fairmont, MN.  
507-236-4255  
Dan Pike Jackson, MN.  
Kevin, Allen & Ryan Kahler  
Fairmont & Sherburne, MN.  
Dustyn Hartung - Fairmont, MN.  
Dylan Kallemeyn - Fairmont, MN

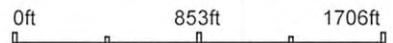
**Wedel of Auctioneer Alley**  
923 N. State St. Suite 170  
Fairmont, MN. 56031  
507-238-4318

**Attorney for the Seller & Closing Agent**  
**Brandon Edmundson**  
Krahmer, Shaffer & Edmundson, LTD.  
Fairmont, Minnesota

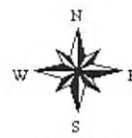
### Aerial Map



map center: 43° 30' 27.54, -94° 23' 52.66



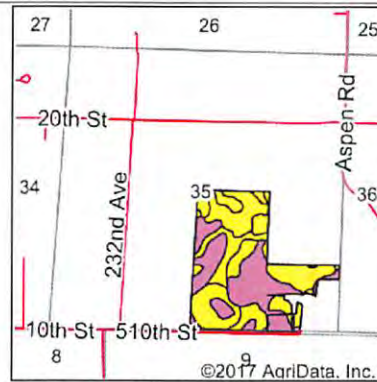
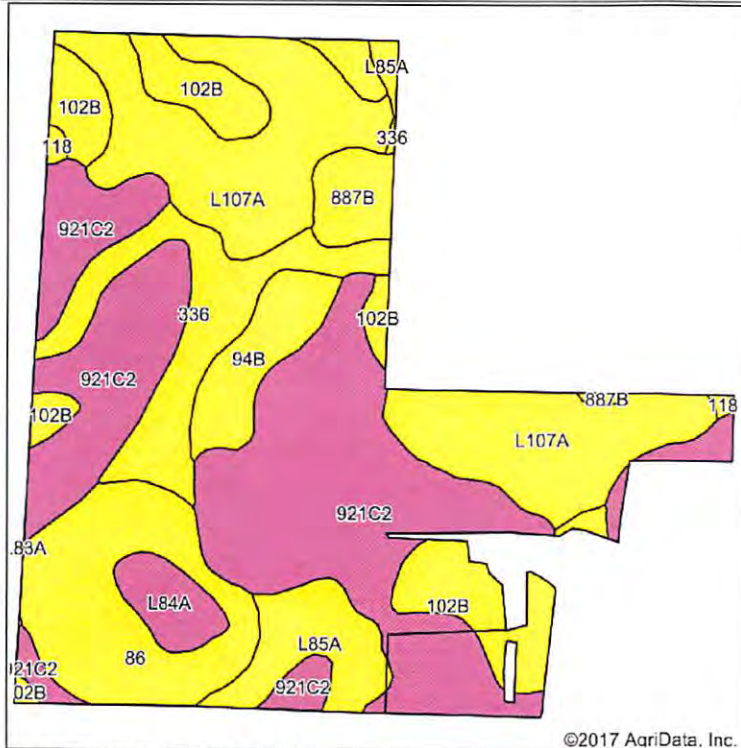
**35-101N-30W**  
**Martin County**  
**Minnesota**



12/4/2017

Field borders provided by Farm Service Agency as of 5/21/2008.

### Soils Map



State: **Minnesota**  
 County: **Martin**  
 Location: **35-101N-30W**  
 Township: **Silver Lake**  
 Acres: **107.38**  
 Date: **12/4/2017**



Soils data provided by USDA and NRCS.

Area Symbol: MN091, Soil Area Version: 14

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
921C2	Clarion-Storden complex, 6 to 10 percent slopes, moderately eroded	37.35	34.8%		IIIe	87
L107A	Canisteo-Glencoe complex, 0 to 2 percent slopes	22.93	21.4%		IIw	91
86	Canisteo clay loam, 0 to 2 percent slopes	11.81	11.0%		IIw	93
102B	Clarion loam, 2 to 6 percent slopes	11.34	10.6%		Ile	95
336	Delft clay loam, 0 to 2 percent slopes	8.97	8.4%		IIw	94
L85A	Nicollet clay loam, 1 to 3 percent slopes	5.20	4.8%		Iw	99
94B	Terril loam, 2 to 6 percent slopes	4.26	4.0%		Ile	99
887B	Clarion-Swanlake complex, 2 to 6 percent slopes	2.67	2.5%		Ile	92
L84A	Glencoe clay loam, 0 to 1 percent slopes	2.47	2.3%		IIIw	86
118	Crippin loam, 1 to 3 percent slopes	0.38	0.4%		Ie	100
<b>Weighted Average</b>						<b>91.1</b>

\*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.

FARM: 5940

Minnesota  
Martin

U.S. Department of Agriculture  
Farm Service Agency

Prepared: 12/18/17 1:23 PM  
Crop Year: 2017

Report ID: FSA-156EZ

Abbreviated 156 Farm Record

Page: 1 of 1

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Operator Name: DAVID MOSLOSKI      Farm Identifier: 96-181 5323 +5324      Recon Number:

Farms Associated with Operator:  
9543

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
114.49	108.01	108.01	0.0	0.0	0.0	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP	Native Sod			
0.0	0.0	108.01	0.0	0.0	0.0			

ARC/PLC

ARC-IC NONE	ARC-CO CORN , SOYBN	PLC NONE	PLC-Default NONE
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Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
CORN	54.5		169	0.0
SOYBEANS	50.9		47	0.0
<b>Total Base Acres:</b>	105.4			

Tract Number: 12916      Description: (12N) W2 & SE4 SE4 (35)SL

BIA Range Unit Number:

HEL Status: HEL: conservation system is being actively applied

Wetland Status: Tract does not contain a wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
114.49	108.01	108.01	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP	Native Sod	
0.0	0.0	108.01	0.0	0.0	0.0	

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
CORN	54.5		169	0.0
SOYBEANS	50.9		47	0.0
<b>Total Base Acres:</b>	105.4			

Owners: JOHN GRABIANOWSKI ESTATE

Other Producers: None

 **Beacon**™ Martin County, MN

**Summary**

Parcel ID 170350700  
 Property Address 2386 10TH ST  
 FAIRMONT  
 Sec/Twp/Rng 35-101-030  
 Brief Sect-35 Twp-101 Range-030 110.90 AC (EX N 2 ROD OF LOT 1) W1/2  
 Tax Description SE1/4 & LOT 1 110.90 AC  
 (Note: Not to be used on legal documents)  
 Deeded Acres 110.90  
 Class 101 - (NON-HSTD) AGRICULTURAL ; 201 - (NON-HSTD)  
 RESIDENTIAL  
 District (1702) SILVER LAKE-2536  
 School District 2536  
 Neighborhood 17 - SILVER LAKE  
 Contact Appraiser: Mike Sheplee  
 Creation Date 07/07/1989



**Owner**

Primary Taxpayer  
 John Grabianowski  
 % Guardianship Services LLC  
 PO Box 204  
 Truman, MN 56088

**Land**

Seq	Code	CER	Dim 1	Dim 2	Dim 3	Units	UT
1	TILLABLE A1	0	0	0	0	64.000	AC
2	TILLABLE B1	0	0	0	0	35.400	AC
3	WOODLOT	0	0	0	0	1.000	AC
4	BUILDING SITE 1	0	0	0	0	1.000	AC
5	ADDN SITE ACRES	0	0	0	0	8.000	AC
6	ROAD	0	0	0	0	1.500	AC
<b>Total</b>						<b>110.900</b>	

**Buildings**

Building 1  
 Year Built 1914  
 Architecture CONVENTION  
 Heated Sq Ft 1043  
 Finished Basement Sq Ft  
 Construction Quality MINIMUM  
 Condition AC D, POOR  
 Foundation Type CONC BLOCK  
 Frame Type WOOD FRAME  
 Size/Shape 1.50 IRR  
 Exterior Walls MINIMUM  
 Windows DH/WOOD  
 Roof Structure GABLE/HIP  
 Roof Cover MINIMUM  
 Interior Walls PLASTER  
 Floor Cover MIN PLYWD  
 Heat NONE  
 Air Conditioning NONE  
 Bedrooms 2  
 Bathrooms 1  
 Kitchen SOFT/PAINT  
 1st Floor Area Sq Ft 734  
 Ceiling N/A  
 Stories 1.5

**Sub Area Square Footage**

SubArea	Act Area	%	Adj Area	Heated	Prime	RCNLD
OHB 1914 1.5STY/BMT	618	190	1,174	927	618	3,731
TVE 1914 3/4 ENTRY	72	75	54	0	0	171
OWB 1914 1 STY/BMT	116	150	174	116	116	552
PTO 1914 PATIO	90	10	9	0	0	28
<b>Total for Bldg 1</b>	<b>896</b>		<b>1,411</b>	<b>1,043</b>	<b>734</b>	<b>4,482</b>

[Click here to view a list of sub area descriptions.](#)

**Extra Features**

Seq	Code	Description	Dim 1	Dim 2	Units	UT
1	002500	RURAL OUTBUILDINGS	18	7	126.000	SF
2	002500	RURAL OUTBUILDINGS	20	15	300.000	SF
3	002600	OLDER POLE BARN	54	30	1,620.000	SF
4	002500	RURAL OUTBUILDINGS	28	8	224.000	SF
5		NV ROUND WIRE CRIB	0	0	1.000	UT
6	002500	RURAL OUTBUILDINGS	36	26	936.000	SF
7	002500	RURAL OUTBUILDINGS	26	26	676.000	SF
8	002500	RURAL OUTBUILDINGS	8	8	64.000	SF
9	002500	RURAL OUTBUILDINGS	30	20	600.000	SF
10	002500	RURAL OUTBUILDINGS	22	16	352.000	SF

**Valuation**

	2018 Assessment	2017 Assessment	2016 Assessment	2015 Assessment
+ Estimated Land Value	\$790,300	\$811,600	\$881,300	\$906,800
+ Estimated Building Value	\$5,300	\$5,400	\$10,400	\$10,500
+ Estimated Machinery Value	\$0	\$0	\$0	\$0
<b>= Total Estimated Market Value</b>	<b>\$795,600</b>	<b>\$817,000</b>	<b>\$891,700</b>	<b>\$917,300</b>

**Taxation**

	2017 Payable	2016 Payable	2015 Payable
Total Estimated Market Value	\$817,000	\$891,700	\$917,300
- Exempt Value	\$0	\$0	\$0
- Excluded Value	\$0	\$0	\$0
- Homestead Exclusion	(\$11,800)	(\$13,800)	(\$13,800)
<b>= Taxable Market Value</b>	<b>\$805,200</b>	<b>\$877,900</b>	<b>\$903,500</b>
Net Taxes Payable	\$2,071.00	\$2,071.00	\$1,659.00
+ Special Assessments	\$53.00	\$53.00	\$53.00
<b>= Total Taxes Payable</b>	<b>\$2,124.00</b>	<b>\$2,124.00</b>	<b>\$1,712.00</b>

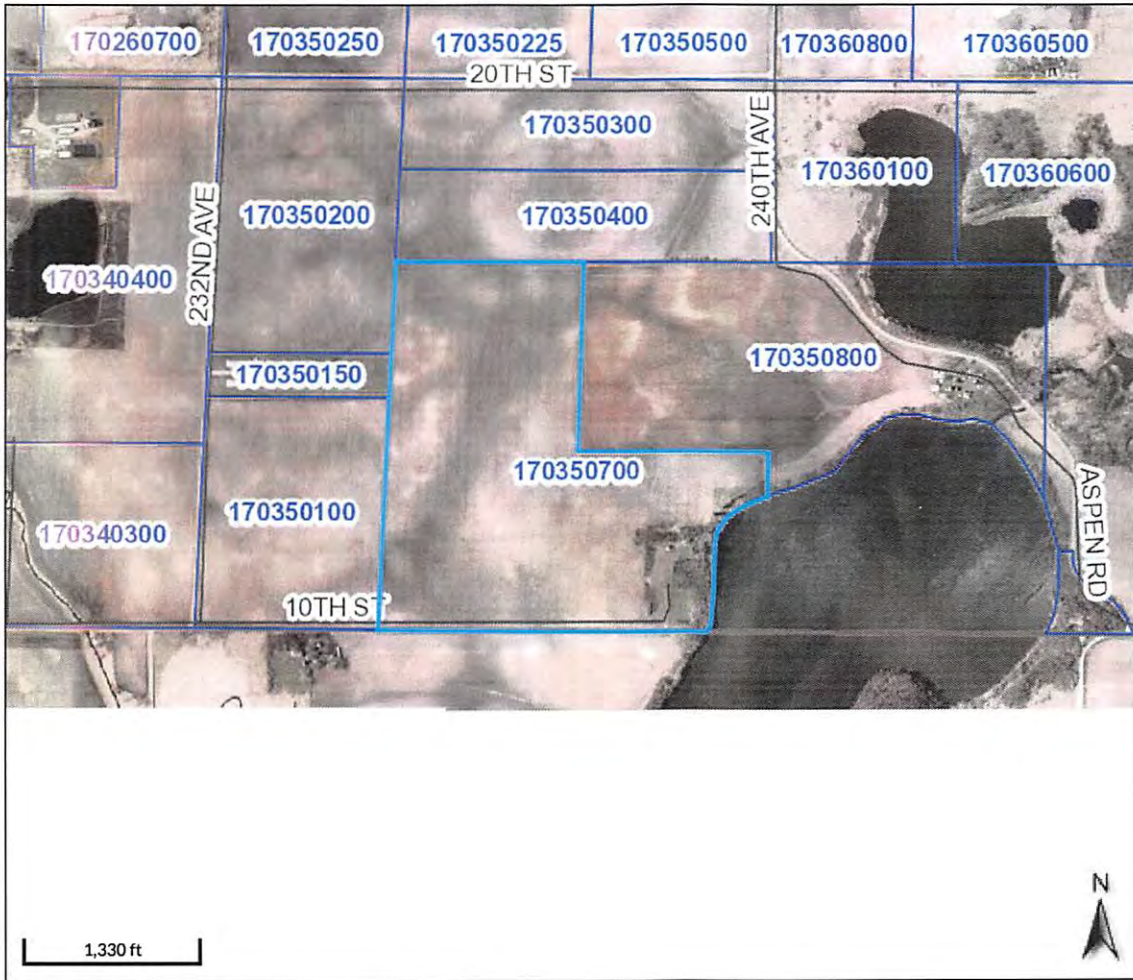
IF YOU OWE BACK TAXES PLEASE CALL THE AUDITOR/TREASURER OFFICE

**Unpaid Taxes**

No taxes are due at this time

**Taxes Paid**

Receipt #	Receipt Print Date	Bill Pay Year	Amt Adj	Amt Write Off	Amt Charge	Amt Payment
362189	4/12/2017	2017	\$0.00	\$0.00	\$0.00	(\$2,124.00)
347652	5/16/2016	2016	\$0.00	\$0.00	\$0.00	(\$1,062.00)
335116	4/7/2016	2016	\$0.00	\$0.00	\$0.00	(\$1,062.00)
333625	12/4/2015	2015	\$0.00	\$0.00	\$51.36	(\$907.36)
316542	5/14/2015	2015	\$0.00	\$0.00	\$0.00	(\$856.00)
302719	11/3/2014	2014	\$0.00	\$0.00	\$0.00	(\$890.00)
290657	5/14/2014	2014	\$0.00	\$0.00	\$0.00	(\$890.00)
274010	10/15/2013	2013	\$0.00	\$0.00	\$0.00	(\$837.00)
260647	5/9/2013	2013	\$0.00	\$0.00	\$0.00	(\$837.00)



Overview



Legend

-  Parcels
-  MobileHomes
-  Road Centerlines
-  Corporate Limits
-  Political Township

Parcel ID	170350700	Alternate ID	n/a	Owner Address	GRABIANOWSKI,JOHN
Sec/Twp/Rng	35-101-030	Class	101 - AGRICULTURAL		% GUARDIANSHIP SERVICES LLC
Property Address	2386 10TH ST FAIRMONT	Acreage	110.9		PO BOX 204 TRUMAN, MN 56088
				Note	n/a
District	SILVER LAKE-2536				
Brief Tax Description	Sect-35 Twp-101 Range-030 110.90 AC (EX N 2 ROD OF LOT 1) W1/2 SE1/4 & LOT 1 110.90 AC <i>(Note: Not to be used on legal documents)</i>				

Date created: 1/7/2018  
Last Data Uploaded: 1/7/2018 2:07:37 AM

**REAL ESTATE SALE AGREEMENT**

**THIS AGREEMENT**, made and entered into this 23rd day of January, 2018, by and between Donna J. Grabianowski, as personal representative of the Estate of John Grabianowski, party of the first part, the **Seller**, and

\_\_\_\_\_, party of the second part, (whether one or more), **Buyer**.

**WITNESSETH**, that the said party of the first part in consideration of the covenants and agreements of said party of the second part, hereinafter contained, hereby sell(s) and agree(s) to convey unto said party of the second part, his heirs and assigns, by a Personal Representative's Deed, to be joined in by spouse, if any, accompanied by an abstract evidencing good title in party of the first part, at the date hereof, or by an owner's duplicate certificate of title, subject only to the following exceptions: 1) Building and zoning laws, ordinances, State and Federal regulations; 2) Restrictions relating to use or improvement of the premises without effective forfeiture provision; 3) Reservation of any minerals or mineral rights to the State of Minnesota; 4) Utility and drainage easements which do not interfere with present improvements; and 5) Right of tenants, if any.

Closing on property to take place on or before March 6, 2018. **Full tillage costs totaling \$TO BE DETERMINED to be paid by Buyer on the date this Agreement is executed.**

Buyer shall be allowed 15 business days after receipt of the abstract for examination of title and making any objections, which shall be made in writing or deemed waived. If any objection is so made, Seller shall be allowed 120 days to make title marketable. Pending correction of title, payments hereunder shall be postponed, but upon correction of title and within 10 days after written notice to Buyer, the parties shall perform this agreement according to its terms. If title is not corrected within 120 days from the date of written objection, this agreement shall be null and void, at option of Buyer, neither party shall be liable for damages hereunder to the other, and earnest money shall be refunded to Buyer.

If title is marketable or is corrected within said time, and Buyer defaults in any of the agreements herein, Seller may terminate this agreement, and on such termination all payments made hereunder shall be retained by Seller as liquidated damages, time being of the essence hereof. This provision shall not deprive either party of the right of enforcing the specific performance of this agreement, provided this agreement is not terminated and action to enforce specific performance is commenced within six months after such right of action arises.

Conveyance shall be made upon the prompt and full performance by said party of the second part, of his part of the agreement, the tract(s) of land, lying and being in the County of Martin and State of Minnesota, described as follows, to-wit:

**Lot One (1) and the West Half of the Southeast Quarter (W 1/2 SE 1/4) of Section Thirty-Five (35), Township One Hundred One (101) North, Range Thirty (30) West of the Fifth P.M.**

**Excepting therefrom one acre described as: A tract of land commencing at the Southeast (SE) corner of the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of said Section Thirty-Five (35), thence straight west along the south line of said 40 acres, a distance of 80 rods, thence south a distance of 2 rods, thence east parallel with the South line of said 40 acres, a distance of 80 rods, thence North 2 rods to the place of beginning.**

And said party of the second part, in consideration of the premises, hereby agree(s) to pay said party of the first part, at Krahmer, Shaffer & Edmundson, Ltd, 717 S. State Street, Ste 100, Fairmont, MN 56031, as and for the purchase price of said premises, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), Dollars per acre multiplied by 110.9 acres, whether the actual tract described above contains more or less, for a total purchase price of \$ \_\_\_\_\_, in manner and at times following, to-wit:

20% of purchase price (\$ \_\_\_\_\_) due as earnest money upon execution of this agreement.  
\$ \_\_\_\_\_ cash on or before the date of closing.



Buyer hereby agrees to pay Seller interest at the rate of 3% per annum from the agreed date of closing to the actual date of closing.

**REAL ESTATE TAXES.** Seller agrees to pay all of the taxes due and payable in the year 2017 and the buyer agrees to pay the taxes in 2018 and going forward.

\_\_\_\_\_ Buyer agrees to assume and pay when due, in addition to the specified purchase price, the remaining installments of special assessments. Seller's warrant the remaining amount is not in excess of \$\_\_\_\_\_.

X Seller shall be responsible for the entire balance of unpaid assessments, which shall be paid at the time of closing, or deducted from the purchase price and paid by the buyer in installments when they come due.

But should default be made in the payment of principal or interest due hereunder, or of any part thereof, to be by second party paid, or should he fail to pay the taxes or assessments upon said land, premiums upon said insurance, or to perform any or either of the covenants, agreements, terms or conditions herein contained, to be by said second party kept or performed, the said party of the first part may, at his option, by written notice declare this contract cancelled and terminated, and all rights, title and interest acquired thereunder by said second party, shall thereupon cease and terminate, and all improvements made upon the premises, and all payments made hereunder shall belong to said party of the first part as liquidated damages for breach of this contract by said second party, said notice to be in accordance with the statute in such case made and provided.

Neither the extension of the time of payment of any sum or sums of money to be paid hereunder, nor any waiver by the party of the first part's rights to declare this contract forfeited by reason of any breach thereof, shall in any manner affect the right of said party to cancel this contract because of defaults subsequently maturing, and no extension of time shall be valid unless evidence by duly signed instrument. Further, after service of notice and failure to remove, with the period allowed by law, the default therein specified, said party of the second part hereby specifically agrees, upon demand of said party of the first part, quietly and peaceably to surrender to him possession of said premises, and every part thereof, if he has been granted possession.

**WARRANTIES:** Seller makes no warranties about the condition of any buildings or improvements on the property. Buyer shall take the property "AS IS" in the condition as it exists on the day of the auction.

**POSSESSION:** Seller agrees to deliver possession not later than date of closing. Buyer shall have access to the property after execution of this Agreement in order to do any fertilizer application, if possible.

**WATER WELLS:** The seller herein does not know of any water wells on the property other than such wells, if any, which are in current use and supplying water for an active water supply in current use, except as follows: There is one well on the property which formerly supplied water to the house; however, that well is no longer in use. Seller is unaware as to whether the well has been capped. Buyer will be responsible for capping or bringing that well into compliance.

**CONTINGENCY:** This agreement is also strictly contingent on and is made subject to approval by the court in Martin County, Minnesota, presiding over the John Grabianowski Estate. Such court approval shall be in the form of a court order approving the sale. Seller will arrange for obtaining the required approval after execution of this Agreement. In the event that the Court fails to approve this Agreement, it is null and void and any earnest money will be returned to the Buyer.

**OTHER PROVISIONS:** Seller is not aware of any septic sewage system on the property as of this time.

- 1) Seller agrees to pay for the cost of the preparation of an abstract for the property.
- 2) Seller agrees to pay any deed tax owed upon the recording of the deed.
- 3) Seller agrees to pay the cost of recording the probate documents necessary to show good title.
- 4) Seller to pay cost of preparation of purchase agreement and transfer documents.
- 5) Buyer agrees to pay the cost of recording the Personal Representative Deed.
- 6) Buyer and seller shall split on a 50/50 basis the cost of closing.

If the Buyer applies fertilizer prior to closing and this Agreement is terminated for any reason and does not close, the Buyer shall be entitled to compensation for the value of the fertilizer applied.

**IT IS MUTUALLY AGREED**, by and between the parties hereto, that the time of payment shall be an essential part of this contract; and that all the covenants and agreements herein contained shall run with the land and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

Where appropriate, the masculine includes the feminine, the singular includes the plural, and vice versa.

**IN TESTIMONY WHEREOF**, the parties hereto have hereunto set their hands the day and year first above written.

**SELLER:**

**BUYERS:**

\_\_\_\_\_  
**Donna J. Grabianowski, as Personal Representative  
of the Estate of John Grabianowski**

\_\_\_\_\_  
  
\_\_\_\_\_

*This instrument was drafted by:*  
Brandon J. Edmundson  
**Krahmer, Shaffer & Edmundson, Ltd.**  
717 South State Street, Suite 100  
Fairmont MN 56031  
Phone: 507-238-4717