#### FILE NUMBER 9318-2024

Transaction Identification Date: N/A

Issuing Agent: Mark Purintun

Issuing Office: Purintun Abstract & Title, LLC Issuing Office's ALTA® Registry ID: 1057941

Loan ID Number: N/A

Issuing Office File Number: 9318-2024

Property Address: N/A Revision Number: N/A

### SCHEDULE A COMMITMENT

1. Commitment Date: September 17, 2024 at 7:59 AM

2. Policy to be issued: TO BE DETERMINED

a. 2021 ALTA® Owner's Policy

Proposed Insured:

Proposed Amount of Insurance:

The estate or interest to be insured:

b. 2021 ALTA® Loan Policy

Proposed Insured:

Proposed Amount of Insurance:

The estate or interest to be insured:

c. (enter text here) ALTA® (enter text here) Policy

Proposed Insured:

Proposed Amount of Insurance:

The estate or interest to be insured:

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Wayne A. Olson Trust dated 11/20/2012,

and, as disclosed in the Public Records, has been since October 18, 2016 at 8:50 AM

5. The Land is described as follows:

The Northeast Quarter (NE1/4) of Section Nine (9), Township One Hundred Ten (110) North, Range Fifty-Four (54) West of the 5th P.M., in Kingsbury County, South Dakota.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

# SCHEDULE B I COMMITMENT

### REQUIREMENTS

All of the following Requirements must be met:

- The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. Complete and return enclosed affidavits, if any.

FURTHER REQUIREMENTS TO BE DETERMINED

## SCHEDULE B II COMMITMENT

### **EXCEPTIONS FROM COVERAGE**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 01. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
- 02. Coverage of this Commitment extends only to filings in the records of the Register of Deeds, Treasurer and Clerk of Court of Kingsbury County, South Dakota. Search was not made of filings in the central office of the Secretary of State of South Dakota. Any filings in the central office of the Secretary of State of South Dakota are not covered by this Commitment.
- 03. Rights or claims of parties in possession not shown by the public records. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water; any right, title or interest in any minerals, mineral rights, or related matters.
- 04. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- 05. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
- 06. The real estate described in this Commitment/Policy shall not be deemed to include and no search has been made in regard to any house trailer, mobile home or manufactured home standing on the premises. Subsequently, we are not liable for and shall be held harmless against any liens, judgments and/or taxes, current or delinquent, that would apply to the same.
- 07. Easements, claim of easements or encumbrances, including unrecorded underground easements, if any, which are not shown by the public record.
- 08. No title examination was made regarding and no coverage is afforded hereunder for the minerals or the mineral estate underlying, associated with, or severed from the land described in Schedule A, if any, including rights and easement granted or reserved along therewith or arising by operation of law.
- 09. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 10. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
- 11. Any service, installation or connection charge for sewer, water or electricity.
- 12. Subject to unrecorded leases, if any.
- 13. Real Estate Taxes and Special Assessments, if any, for the year 2024 and subsequent years which constitute a lien but are not due and payable.
- 14. Section-line highways by operation of law, SDCL 31-18 and/or any road by SDCL 31-3.
- 15. Subject to any setback lines and utility easements that may exist.
- 16. If a portion of the property contains wetlands which may be subject to federal, state or local regulations, the right to use or improve these wetlands is excepted herein.
- 17. 2023 Real Estate Taxes due and payable in 2024 in the amount \$2877.04 are paid in full. Parcel DOE# 1586

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### KINGSBURY COUNTY PO BOX 166 DE SMET SOUTH DAKOTA 57231 (605) 854-3411

Parcel Information for Bill #: 2024 1 -5063

Record #: 1586

TAXPAYER:

WAYNE A OLSON TRUST 10189 GALLOP LN FISHERS IN 46040

Prop Addr: STR 9-110-54

Title:

Legal: BAKER TOWNSHIP NE 9-110-54

9 - 110 - 54 0 - 0

School: 38-3

Acres / Lots:

160.00

	Tax Amt.	Int Due	Adv/Cert	TOTA	L DUE	Date Pd	Treas#
1st Half:	1,438.52	.00	.00	*.	.00	03/18/2024	96
2nd Half:	1,438.52	.00			.00	03/18/2024	96
Totals:	2,877.04				.00		
				****** Inter Thru: 0	est ****** 9/17/2024		
Total Valuation:		NA-Z 0	00 0	M-OO 0	NA 0	М 0	
Total Tax:	2877.04	.00	.00	.00	.00	.00	

1st half paid by: BERNADETTE OLSON - MAIL 2nd half paid by: BERNADETTE OLSON - MAIL THIS INSTRUMENT DRAFTED BY WILKINSON & WILKINSON LAW FIRM 103 JOLIET AVE. S.E., P.O. BOX 29 DE SMET, SOUTH DAKOTA 57231 605-854-3378



C FEE \$30.

RECORDED
INDEXED
COMP.

STATE OF SOUTH DAKOTA Stingsbury County

Filed for Record on 10/18/2016 at 8:50 AM and Recorded in Book 115 of Deeds on Page 857. Document # 40209

Recording Fee: \$30.00 Page:1 of 1

Transfer Fee: \$0.00

Bui C. Tande Register of Deeds Deputy

### QUIT CLAIM DEED

Wayne A. Olson, a married person, of 12285 E 136th Street, Fishers, Indiana 46038, GRANTOR, for no money consideration, conveys and quit claims to, Wayne A. Olson Trust Dated 11/20/2012, of 12285 E 136th Street, Fishers, Indiana 46038, GRANTEE, of all her interest in and to the following described real estate in the County of Kingsbury, in the State of South Dakota, to-wit:

The Northeast Quarter (NE ½) of Section Nine (9), Township One Hundred Ten (110), Range Fifty Four (54), in Kingsbury County, South Dakota, subject to roadways, easements and rights of way of record.

Dated this 11th day of October, 2016.

EXEMPT FROM TRANSFER FEE PURSUANT TO SDCL 43-4-22 (\$)(18)

EXEMPT FROM TRANSFER FEE

STATE OF SOUTH DAKOTA

:SS

COUNTY OF KINGSBURY )

On this the 11th day of October 2016, before me, the undersigned officer, personally appeared Wayne A. Olson, a married person, known to me or proven to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

In witness whereof I have hereunto set my hand and official seal.

Notary Public, South Dakota

My Commission Expires: 5-15-2018.