

# 11,000 SQ. FT. STORAGE BUILDING + LARGE LOT LOCATED IN PARKER, SD

- MONDAY, MAY 24TH AT 12:00PM -

*Real Estate sold first!*

*Personal property to follow!*



*"We Sell The Earth And Everything On It!"*

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Wieman Land & Auction Inc., 44628 SD HWY 44, Marion SD 57043



**11,000 SQ FT STORAGE BUILDING W/ OFFICE AREA & LARGE LOT IN PARKER SD  
PINBALL MACHINE – JUKEBOX – ANTIQUES – COLLECTIBLES – ENCLOSED TRAILER – CAR TRAILER –  
LAWN & GARDEN ITEMS – LADDERS – SCAFFOLDING – SHOP TOOLS – HOUSEHOLD – MISC.  
ESTATE AUCTION**

Due to the death of my husband, Mick Turner, we will sell the following at auction at 105 E Sanborn or just NE of the Turner County Courthouse in Parker SD on

**MONDAY, MAY 24      12:00 PM  
REAL ESTATE SOLD FIRST, PP TO FOLLOW  
My Place Mobile Café**

The real estate consists of a 11,208 storage building with office area, on a 1.15 acre lot. The front portion of the building is 52 x 102 tile block structure w/ quonset roof with 12' ceiling, 14 x 12 overhead door, 2 bathrooms and old fuel oil furnace. The back portion is 50 x 96 metal free span addition w/ cement floor, 14 x 14 and 16 x 14 overhead doors and a 23 x 48 office area/storage with gas forced air furnace with central air and it is located on a 208 x 242 lot that is fenced with lockable gate. The main building was built in the 1940's and has had metal roofing installed. The building was used for storage, but has a multitude of possibilities for business or pleasure. The annual real estate taxes are \$1,044.58. To view the property, call Wieman Land & Auction Co. at 605-648-3111. For Buyer's Info Packet, visit our website at [www.wiemanauktion.com](http://www.wiemanauktion.com) or call 605-648-3111 and we will send one to you.

**LEGAL:** Lot 2, except the North 8' and all of Lots 3,4,5 and 6, Block 2 of Geo. W. Sanborn's Addition and all of vacated Poplar Street adjacent to Sanborn's Replat to Kimball's 2<sup>nd</sup> Addition, City of Parker, Turner County, South Dakota

**TERMS:** Cash sale with \$20,000. nonrefundable downpayment the day of sale and the balance on June 24, 2021. A Warranty Deed will be provided. Title insurance will be utilized with cost split 50/50 between buyer and seller. Possession granted upon final settlement. Taxes prorated to date of possession. Sold subject to confirmation by the Owner. Wieman Land & Auction Co., Inc. is representing the seller in this transaction. No Buyer Broker representation is offered on this transaction.

**MICK TURNER ESTATE  
CHARLENE TURNER  
605-366-2567**

Wieman Land & Auction Co., Inc.  
Marion SD      605-648-3111  
Rich, Kevin, Mike, Ryan & Derek Wieman,  
Nathan Timmermans & Ron Leitheiser, RE Brokers

**Aerial Map**

Maps Provided By:



© AgriData, Inc. 2021

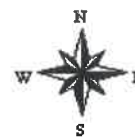
www.AgrDataInc.com

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

Map Center: 43° 23' 37.73, -97° 8' 9.01

**17-99N-53W**  
**Turner County**  
**South Dakota**

0ft 104ft 208ft



5/5/2021



Issuing Agent: Turner County Title Company  
Issuing Office File Number: 21-TI-13161

**SCHEDULE A**

1. Commitment Date: April 28, 2021 at 08:00 AM
2. Policy or policies to be issued:
  - a. ALTA Own. Policy (08/01/2016)  
☒ Standard Coverage      ☐ Extended Coverage  
Proposed Insured: M. L. Turner and Charlene M. Turner, husband and wife as joint tenants with right of survivorship and not as tenants in common.  
Proposed Policy Amount: \$ 1,000.00
  - b. ALTA Loan Policy (08/01/16)  
☐ Standard Coverage      ☐ Extended Coverage  
Proposed Insured:  
Proposed Policy Amount: \$ 0.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the estate or interest in the Land is at the Commitment Date vested in M. L. Turner and Charlene M. Turner, husband and wife as joint tenants with right of survivorship and not as tenants in common.
5. The Land is described as follows:  
Lot Two (2) EXCEPT that portion Commencing at the Northwest Corner of Lot Two (2) for a place of beginning, thence East 175 Feet thence South 6 1/2 Feet, thence West 175 feet, thence North 8 feet to the place of beginning; and Lots Three (3), Four (4), Five (5) and Six (6), all in Block Two (2) and all of vacated Poplar Street, adjacent thereto, Geo. W. Sanborn's Replat of Kimball's Second Addition to Parker, Turner County, South Dakota, according to the recorded plat thereof.

**DAKOTA HOMESTEAD TITLE INSURANCE COMPANY**By: 

Turner County Title Company

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*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



**SCHEDULE B, PART I**  
**Requirements**

File Number: 21-TI-13161

All of the following Requirements must be met:

1. 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.
  - a. from M. L. Turner and Charlene M. Turner, husband and wife as joint tenants with right of survivorship and not as tenants in common to TO BE DETERMINED
5. THE COMPANY requires that a Warranty Deed be executed and recorded conveying title from Charlene M. Turner to the purchaser of the property. The spouse of Charlene M. Turner is not disclosed by public records, however, his/her homestead interest must be extinguished at time of conveyance by joining vestee in the conveyance or by reciting in deed of conveyance a separate disclaimer of homestead rights.
6. Application for title insurance discloses that M. L. Turner, aka Mick Turner is deceased. We require his interest be terminated of record.
7. THE COMPANY requires the enclosed South Dakota Data Breach Notification Law Compliance Forms be completed by the Sellers/ Buyers/ Mortgagees and returned to our office. NOTE: This will be required at time of Closing.
8. The enclosed Affidavit of Sellers as to Liens and Encumbrances must be completed, signed and returned to our office. NOTE: This will be required at time of Closing.
9. The enclosed Affidavit of Purchasers as to Liens and Encumbrances must be completed, signed and returned to our office. NOTE: This will be required at time of Closing.
10. PLEASE be advised that the City of Parker requires compliance with its special assessments clearance procedure as detailed in the attached letter and Clearance Certificate. Turner County Title requires compliance with the advised City of Parker special assessments clearance procedure and that a copy of said submitted, completed, dated and signed Clearance Certificate from the closing agent of the subject real estate transaction be given to Turner County Title Company.
11. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land. We may make additional requirements and exceptions.
12. THE COMPANY requires the complete "MAILING" address of the Buyers so that we may issue their final policy to them.

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**SCHEDULE BI & BII**  
(Continued)

File Number: 21-TI-13161

**SCHEDULE B, PART II**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

- A. 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
- B. General Exceptions:
  - 1. Rights or claims of parties in possession not shown by the public records.\*
  - 2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.\*
  - 3. Easements, or claims of easements, not shown by the public records.\*
  - 4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.\*
  - 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.\*
  - 6. Taxes or special 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. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.\*
  - 7. Any Service, installation or connection charge for sewer, water or electricity.\*
  - 8. Any right, title, or interest in any minerals, mineral rights, or related matters, including but not limited to oil, gas, coal, and other hydrocarbons.\*

\*Paragraphs 1, 2, 3, 4, 5, 6, 7 and 8 will not appear as printed exceptions on extended coverage policies, except as to such parts thereof which may be typed as a Special Exception.

- C. Special Exceptions:
  - 1. Any change in title occurring subsequent to the effective date of this Commitment and prior to the date of issuance of the final title policy.
  - 2. Application for title insurance discloses that M. L. Turner, aka Mick Turner is deceased. We require his interest be terminated of record.
  - 3. PLEASE be advised that the City of Parker requires compliance with its special assessments clearance procedure as detailed in the attached letter and Clearance Certificate. Turner County Title requires compliance with the advised City of Parker special assessments clearance procedure and that a copy of said submitted, completed, dated and signed Clearance Certificate from the closing agent of the subject real estate transaction be given to Turner County Title Company.

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**SCHEDULE BI & BII**  
(Continued)

File Number: 21-TI-13161

4. THIS COMMITMENT shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.
5. REAL ESTATE TAXES FOR THE YEAR 2021 and subsequent years which constitute a lien but are not due and payable. Real Estate Taxes for the year 2020 payable in 2021 in the total amount of \$1,044.58 are unpaid. Parcel ID#: 27250-00200-00200
6. Note: Coverage of this Commitment extends only to filings in the records of the Register of Deeds, Treasurer and Clerk of Courts of Turner County. Search was not made of filings in the Central Filing Office of the Secretary of State of South Dakota, and any filings in that office are not covered by this Commitment.

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# NOTES



# 11,000 SQ. FT. STORAGE BUILDING + LARGE LOT

**MONDAY, MAY 24TH  
AT 12:00PM**

*Auction to be held on site  
at 105 E. Sanborn St.,  
Parker, SD.*



**TERMS:** Cash sale with \$20,000. non-refundable down payment the day of sale and the balance on June 24, 2021. A Warranty Deed will be provided. Title insurance will be utilized with cost split 50/50 between buyer and seller. Possession granted upon final settlement. Taxes prorated to date of possession. Sold subject to confirmation by the Owner. Wieman Land & Auction Co., Inc. is representing the seller in this transaction. No Buyer Broker representation is offered on this transaction.

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