AUCTION

2 PLUS BEDROOM RANCH STYLE HOME
W/ ATTACHED SINGLE GARAGE

WEDNESDAY JULY 27TH AT 4:00 PM

OWNER:

ALLEN & ARDELLE SCHRAG

44628 SD HWY 44, Marion SD  phone: 800-251-3111
web: wiemanauction.com  fax: 605-648-3102

“WE SELL THE EARTH AND EVERYTHING ON IT”
2 PLUS BEDROOM RANCH STYLE HOME W/ ATTACHED SINGLE GARAGE
PICKUP – MOWERS – SNOWBLOWER – GUN – TOOLS – HOUSEHOLD MISC.
AUCTION

As we have moved to the apartments, we will sell our home and personal property at auction at 607 N Broadway Ave in Marion SD on

WEDNESDAY, JULY 27TH  4:00 PM
REAL ESTATE SOLD FIRST
Ridge Kitchen Lunch Wagon

The real estate consists of a 2 Bedroom Ranch Style Home with attached 14’ x 24’ single garage. The floor plan includes a kitchen with birch built-in cabinets, dining room, living room w/ front entrance, 2 bedrooms w/ closets, full bathroom and breezeway w/ rear entrance and washer & dryer hookups. It has a full basement w/ ¾ bathroom, office/rec room/bedroom, kitchenette area w/ sink and cabinets. The features include Trane Natural Gas FA Furnace w/ Central Air, new shingles, 1208 sq ft of finished living area, 95’ x 198’ lot with nice trees, 12 x 24 lawn storage shed and good location. The annual taxes are $1240.86.

To view the home call Allen Schrag at 649-3924 or Wieman Land & Auction Co. at 605-648-3111.

LEGAL:  South 20’ of Outlot 34 and Lot 1 of Outlot 35, City of Marion and Lot 8 of “Subdivision entitled Lots 1-8”, being all of Outlot 35 and part of Outlot 33, City of Marion, Turner County, South Dakota

TERMS:  Cash sale with $5,000. Nonrefundable downpayment the day of the sale and the balance on or before September 1, 2016. A Warranty Deed will be provided, title insurance will be utilized and cost split 50/50 between buyer and seller. RE Taxes will be prorated to date of possession. Possession granted upon final settlement. Sold subject to confirmation by the owners. Wieman Land & Auction Co. is representing the seller in this transaction. For Buyers info packet and pictures, visit our website www.wiemanauction.com or call Wieman Land & Auction Co. at 605-648-3111.

HOUSEHOLD

Kenmore 16 Cu Ft Upright Freezer; Whirlpool Auto Washer – White; Kenmore Electric Dryer; Whirlpool 2015 LG Microwave; Necchi Portable Sewing Machine; 3 – Living Room Chairs; Round Dinette Table w/ 2 Roller Chairs; RCA Console Color TV; RCA Record Player; 3 pc Bedroom Set w/ Full Size Box Spring & Mattress; Chest of Drawers; 2 Drawer File Cabinet; 100 pc “Dawn Rose” china set; Dishes; Kitchen Utensils; Kitchen Items; Knick Knacks; Snack Sets; Fruit Jars; Bedding; Quilt; Towels; Misc. Household items; Lots of Records; Silverware; Grain & Corn Sacks; 2 – Dehumidifiers; Humidifier; PICKUP – MOWERS – SNOWBLOWER – GUN – TOOLS – MISC.

1988 GMC S15 Ext Cab 4x4 4.3 V-6, Auto, 159,000 Miles w/ topper; Snapper RE200 rear engine hydro 13 Hp 30” deck riding mower; MTD 8 Hp 26” Walk behind snowblower, like new; LawnBoy Gold Pro 6 ½ Hp w/ starter SP Lawn Mower w/ bagger; Lawn Boy 21” Mower; JC Higgins #20 Pump 12 Ga shotgun w/ rib barrel & poly choke; Craftsman gas weed eater; Craftsman Scroll Saw w/ stand; Craftsman 12” Thickness Planer; Craftsman 9” Band Saw w/ Stand; Craftsman 4” jointer/planer; Craftsman Router w/ Table; Craftsman Router & Belt Sander; Shop Tools; Step Ladders; 12’ Wood Ladder; Wheel Barrow; Coast King Boys Bike; Hawthorne Girls Bike; asst of hand & garden tools; old doors; garden hose & reels; other misc. items;

ALLEN & ARDELLE SCHRAG, OWNERS
605-648-3924

Wieman Land & Auction Co., Inc.
Rich & Gary Wieman, Brokers
Kevin, Mike, Derek & Ryan Wieman
and Ron Leithiser, Assoc. Brokers
Marion SD  605-648-3111
Auctioneers & Clerks
SELLER'S DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Lead Warning Statement
Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

<table>
<thead>
<tr>
<th>AS (a)</th>
<th>Presence of lead-based paint and/or lead-based paint hazards (check one below):</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ Known Lead-based paint and/or lead-based paint hazards are present in the housing (explain).</td>
<td></td>
</tr>
</tbody>
</table>
  
  House was built prior to 1978
  
  | ☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. |

<table>
<thead>
<tr>
<th>AS (b)</th>
<th>Records and reports available to the seller (check one below):</th>
</tr>
</thead>
<tbody>
<tr>
<td>☘ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).</td>
<td></td>
</tr>
</tbody>
</table>
  
  | ☑ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. |

Purchaser's Acknowledgment (initial)

| (c) | Purchaser has received copies of all information listed above. |
| (d) | Purchaser has received the pamphlet Protect Your Family from Lead in Your Home. |
| (e) | Purchaser has (check on below): |
| ☐ | Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or |
| ☑ | Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. |

Agent's Acknowledgment (initial)

| (f) | Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance |

Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge, that the information provided by the signatory is true and accurate.

<table>
<thead>
<tr>
<th>Seller</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allen Schrag</td>
<td>6-24-16</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Seller</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andelle Schrag</td>
<td>6-24-16</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Agent</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RD Wieman</td>
<td>6-23-16</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT

(This disclosure shall be completed by the seller. This is a disclosure required by law. If you do not understand this form, seek legal advice.)

Seller ___________________________________ Property Address ________________________________________________________________

This Disclosure Statement concerns the real property identified above situated in the City of ____________________________
County of ____________________________ , State of South Dakota.

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE
WITH § 43-4-38. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR ANY AGENT REPRESENTING ANY
PARTY IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PARTIES
MAY WISH TO OBTAIN.

Seller hereby authorizes any agent representing any party in this transaction to provide a copy of this statement to any person or entity
in connection with any actual or anticipated sale of the property.

IF ANY MATERIAL FACT CHANGES BEFORE CONVEYANCE OF TITLE TO THIS PROPERTY, THE SELLER MUST
DISCLOSE SUCH MATERIAL FACT WITH A WRITTEN AMENDMENT TO THIS DISCLOSURE STATEMENT.

I. LOT OR TITLE INFORMATION

1. When did you purchase or build the home? ________________________________________________________________

   If the answer is yes to any of the following, please explain under additional comments or on an attached separate sheet.

2. Were there any title problems when you purchased the property? Yes ___ No ___

3. Are there any recorded liens or financial instruments against the property, other than a first mortgage?
   Yes ___ No ___

4. Are there any unrecorded liens or financial instruments against the property, other than a first mortgage; or have any
   materials or services been provided in the past one hundred twenty days that would create a lien against the property
   under chapter 44-9? Yes ___ No ___ Unknown ___

5. Are there any easements which have been granted in connection with the property (other than normal utility easements
   for public water and sewer, gas and electric service, telephone service, cable television service, drainage, and
   sidewalks)? Yes ___ No ___ Unknown ___

6. Are there any problems related to establishing the lot lines/boundaries? Yes ___ No ___ Unknown ___

7. Do you have a location survey in your possession or a copy of the recorded plat? If yes, attach a copy.
   Yes ___ No ___ Unknown ___

8. Are you aware of any encroachments or shared features, from or on adjoining property (i.e. fences, driveway, sheds,
   outbuildings, or other improvements)? Yes ___ No ___

9. Are you aware of any covenants or restrictions affecting the use of the property in accordance with local law? If yes,
   attach a copy of the covenants and restrictions. Yes ___ No ___

10. Are you aware of any current or pending litigation, foreclosure, zoning, building code or restrictive covenant violation
    notices, mechanic's liens, judgments, special assessments, zoning changes, or changes that could affect your property?
    Yes ___ No ___

11. Is the property currently occupied by the owner? Yes ___ No ___

12. Does the property currently receive the owner occupied tax reduction pursuant to SDCL 10-13-39? Yes ___ No ___

13. Is the property currently part of a property tax freeze for any reason? Yes ___ No ___ Unknown ___

14. Is the property leased? Yes ___ No ___

15. If leased, does the property use comply with local zoning laws? Yes ___ No ___

16. Does this property or any portion of this property receive rent? Yes ___ No ___
    If yes, how much $ ___ and how often ___ ?

(1)
17. Do you pay any mandatory fees or special assessments to a homeowners' or condominium association? Yes _____ No X
   If yes, what are the fees or assessments? $____ per_____. (i.e. annually, semi-annually, monthly)
   Payable to whom: __________________________ For what purpose: ________________

18. Are you aware if the property has ever had standing water in either the front, rear, or side yard more than forty-eight hours after heavy rain? Yes _____ No X

19. Is the property located in or near a flood plain? Yes _____ No X Unknown

20. Are wetlands located upon any part of the property? Yes _____ No X Unknown

21. Are you aware of any private transfer fee obligations, as defined pursuant to § 43-4-48, that would require a buyer or seller of the property to pay a fee or charge upon the transfer of the property, regardless of whether the fee or charge is a fixed amount or is determined as a percentage of the value of the property?
   Yes _____ No X Unknown
   If yes, what are the fees or charges? $____ per_____. (i.e. annually, semi-annually, monthly)

II. STRUCTURAL INFORMATION

If the answer is yes to any of the following, please explain under additional comments or on an attached separate sheet.

1. Are you aware of any water penetration problems in the walls, windows, doors, basement, or crawl space? Yes _____ No X

2. What water damage related repairs, if any, have been made? ____________
   If any, when: ____________

3. Are you aware if drain tile is installed on the property? Yes X No

4. Are you aware of any interior cracked walls or floors, or cracks or defects in exterior driveways, sidewalks, patios, or other hard surface areas? Yes X No
   What related repairs, if any, have been made? ____________

5. Are you aware of any roof leakage, past or present? Yes _____ No X
   Type of roof covering: asphalt
   Age: 2016
   What roof repairs, if any, have been made, when and by whom? Mike Peterson Freeman 50.
   Describe any existing unrepaired damage to the roof: ____________

6. Are you aware of insulation in:
   the ceiling/attic? Yes X No
   the walls? Yes X No
   the floors? Yes _____ No X

7. Are you aware of any pest infestation or damage, either past or present? Yes _____ No X

8. Are you aware of the property having been treated for any pest infestation or damage? Yes _____ No X
   If yes, who treated it and when: ____________

9. Are you aware of any work upon the property which required a building, plumbing, electrical, or any other permit? Yes _____ No X
   If yes, describe the work:
   Was a permit obtained? Yes _____ No
   Was the work approved by an inspector? Yes _____ No

10. Are you aware of any past or present damage to the property (i.e. fire, smoke, wind, floods, hail, or snow)? Yes _____ No X
    If yes, describe:
    Have any insurance claims been made? Yes _____ No Unknown
    Was an insurance payment received? Yes _____ No Unknown
    Has the damage been repaired? Yes _____ No Unknown
    If yes, describe in detail: ____________

11. Are you aware of any problems with sewer blockage or backup, past or present? Yes _____ No X

12. Are you aware of any drainage, leakage, or runoff from any sewer, septic tank, storage tank, or drain on the property into any adjoining lake, stream, or waterway? Yes _____ No X
    If yes, describe in detail: ____________

(2)
### III. SYSTEMS/UTILITIES INFORMATION

<table>
<thead>
<tr>
<th></th>
<th>None/Not Included</th>
<th>Working</th>
<th>Not Working</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 220 Volt Service</td>
<td></td>
<td></td>
<td>☒</td>
</tr>
<tr>
<td>2. Air Exchanger</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>3. Air Purifier</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>4. Attic Fan</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>5. Burglar Alarm &amp; Security System</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>6. Ceiling Fan</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>7. Central Air- Electric</td>
<td></td>
<td></td>
<td>☒</td>
</tr>
<tr>
<td>8. Central Air - Water Cooled</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>9. Cistern</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>10. Dishwasher</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>11. Disposal</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>12. Doorbell</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>13. Fireplace</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>14. Fireplace Insert</td>
<td></td>
<td></td>
<td>☒</td>
</tr>
<tr>
<td>15. Garage Door/Opener Control(s)</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>16. Garage Wiring</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>17. Heating System</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>18. Hot Tub, Whirlpool, and Controls</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>19. Humidifier</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>20. Intercom</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>21. Light Fixtures</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>22. Microwave/Hood</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>23. Plumbing and Fixtures</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>24. Pool and Equipment</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>25. Propane Tank</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>26. Radon System</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>27. Sauna</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>28. Septic/Leaching Field</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>29. Sewer Systems/Drtihas</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>30. Smoke/Fire Alarm</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>31. Solar House - Heating</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>32. Sump Pump(s)</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>33. Switches and Outlets</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>34. Underground Sprinkler and Heads</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>35. Vent Fan</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>36. Water Heater ☐ Electric☐ or Gas</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>37. Water Purifier</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>38. Water Softener - Leased or Owned</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>39. Well and Pump</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>40. Wood Burning Stove</td>
<td></td>
<td>☒</td>
<td></td>
</tr>
</tbody>
</table>

### IV. HAZARDOUS CONDITIONS

Are you aware of any existing hazardous conditions of the property and are you aware of any tests having been performed?

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
<th>Tests Performed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Methane Gas</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
</tr>
<tr>
<td>2. Lead Paint</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
</tr>
<tr>
<td>3. Radon Gas (House)</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
</tr>
<tr>
<td>4. Radon Gas (Well)</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
</tr>
<tr>
<td>5. Radioactive Materials</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
</tr>
<tr>
<td>6. Landfill, Mine shaft</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
</tr>
<tr>
<td>7. Expensive Soil</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
</tr>
<tr>
<td>8. Mold</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
</tr>
<tr>
<td>9. Toxic Materials</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
</tr>
<tr>
<td>10. Urea Formaldehyde Foam Insulations</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
</tr>
<tr>
<td>11. Asbestos Insulation</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
</tr>
<tr>
<td>12. Buried Fuel Tanks</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
</tr>
<tr>
<td>13. Chemical Storage Tanks</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
</tr>
<tr>
<td>14. Fire Retardant Treated Plywood</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
</tr>
<tr>
<td>15. Production of Methamphetamine</td>
<td>☒</td>
<td>☒</td>
<td>☒</td>
</tr>
</tbody>
</table>

If the answer is yes to any of the questions above, please explain in additional comments or on an attached separate sheet.
V. MISCELLANEOUS INFORMATION

1. Is the street or road located at the end of the driveway to the property public or private? Public ___ Private ___

2. Is there a written road maintenance agreement? Yes ___ No X ___
   If yes, attach a copy of the maintenance agreement.

3. When was the fireplace/wood stove/chimney flue last cleaned? N/A ______

4. Within the previous twelve months prior to signing this document, are you aware of any of the following occurring on the subject property?
   a. A human death by homicide or suicide? Yes ___ No X ___
      If yes, explain:
      b. Other felony committed against the property or a person on the property? Yes ___ No X ___
         If yes, explain:

5. Is the water source (select one) ___ public or ___ private?

6. If private, what is the date and result of the last water test? ______

7. Is the sewer system (select one) ___ public or ___ private?

8. If private, what is the date of the last time the septic tank was pumped? ______

9. Are there broken window panes or seals? Yes ___ No X ___
   If yes, specify: ______

10. Are there any items attached to the property that will not be left, such as: towel bars, mirrors, swag lamps and hooks,
    curtain rods, window coverings, light fixtures, clothes lines, swing sets, storage sheds, ceiling fans, basketball hoops,
    mail boxes, etc. Yes ___ No X ___
    If yes, please list ______

11. Are you aware of any other material facts or problems that have not been disclosed on this form? Yes ___ No X ___
    If yes, explain: ______

VI. ADDITIONAL COMMENTS (ATTACH ADDITIONAL PAGES IF NECESSARY)

CLOSING SECTION

The Seller hereby certifies that the information contained herein is true and correct to the best of the Seller's information, knowledge, and belief as of the date of the Seller's signature below. If any of these conditions change before conveyance of title to this property, the change will be disclosed in a written amendment to this disclosure statement.

Seller: [Signature] 6-24-16  [Signature] 6-24-16

THE SELLER AND THE BUYER MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO OBTAIN A TRUE REPORT AS TO THE CONDITION OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN ANY CONTRACT OF SALE AS NEGOTIATED BETWEEN THE SELLER AND THE BUYER WITH RESPECT TO SUCH PROFESSIONAL ADVICE AND INSPECTIONS.

I/We acknowledge receipt of a copy of this statement on the date appearing beside my/our signature(s) below. Any agent representing any party to this transaction makes no representations and is not responsible for any conditions existing in the property.

Buyer: [Signature] Date  [Signature] Date
Dakota Homestead Title Insurance Company
315 S. Phillips Avenue, Sioux Falls, SD 57104-6318
(605)338-0388  FAX (605)336-5649

SCHEDULE A

Issued by:  Turner County Title Company
            255 North Main, P.O. Box 489
            Parker, SD 57053

Loan No.:  

1. Effective date:  June 29, 2016 at 07:30 AM

2. Policy or Policies to be issued:
   
   (a) Owner’s Policy
       Proposed Insured:  TO BE DETERMINED
       ( ALTA Own. Policy (08/17/06) )
       Standard Coverage ( ) Extended Coverage
       Policy Amount $ 1,000.00

   (b) Loan Policy
       Proposed Insured:  ( ) Standard Coverage ( ) Extended Coverage
       ( ALTA Loan Policy (06/17/06) )
       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 Fee Simple estate or interest in the land is at the Effective Date vested in:
   Allen Schrag and Ardelle Schrag, husband and wife, as joint tenants

5. The land referred to in this Commitment is described as follows:
   The South 20 Feet of Outlot 34 and Lot One (1) of Outlot 35, City of Marion; AND Lot Eight (8) of
   Subdivision entitled "Lots 1-2-3-4-5-6-7-8" being all of Outlot 35 and part of Outlot 33, City of Marion,
   Turner County, South Dakota, according to the recorded plats thereof.
SCHEDULE B - SECTION I
REQUIREMENTS

1. ALL open mortgages must be satisfied of record.
2. 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.
3. Documents in insurable form and satisfactory to us must be signed, delivered and duly filed of record.
4. Payment to Turner County Title for the Policy premiums, fees and/or charges.

END OF SCHEDULE B - SECTION I
SCHEDULE B - SECTION II
EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

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 lien 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, minerals rights or related matters, including but not limited to oil, gas, coal and other hydrocarbons.

9. 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.

10. COLLATERAL REAL ESTATE MORTGAGE - 180 DAY REDEMPTION- executed by Allen Schrag and Ardelle Schrag to Farmers State Bank, Marion, SD, in the face amount of $ , dated February 27, 1987, filed March 10, 1987 @ 8:30 A.M. and recorded in Book 149 of Mortgages, page 703, Turner County Records.

11. ADDENDUM TO COLLATERAL REAL ESTATE MORTGAGE, dated March 5, 1992, filed March 6, 1992 @ 8:30 A.M. and recorded in Book 153 of Mortgages, page 391, Turner County Records, extending the five-year lien of said Mortgage in accordance with SDCL 44-8-25.

12. ADDENDUM TO COLLATERAL REAL ESTATE MORTGAGE, dated February 4, 1997, filed February 6, 1997 @ 1:00 P.M. and recorded in Book 157 of Mortgages, page 290, Turner County Records, extending the five-year lien of said Mortgage in accordance with SDCL 44-8-26.

13. ADDENDUM TO COLLATERAL REAL ESTATE MORTGAGE, dated January 9, 2002, filed January 10, 2002 @ 8:30 A.M. and recorded in Book 162 of Mortgages, page 19, Turner County Records, extending the five-year lien of said Mortgage in accordance with SDCL 44-8-26.

14. ADDENDUM TO COLLATERAL REAL ESTATE MORTGAGE, dated December 13, 2006, filed December 14, 2006 @ 8:30 A.M. and recorded in Book 169 of Mortgages, page 465, Turner County Records, extending the five-year lien of said Mortgage in accordance with SDCL 44-8-26.

ALTA Commitment - 2006
SCHEDULE B - SECTION II

EXCEPTIONS

(Continued)

15. ADDENDUM TO COLLATERAL REAL ESTATE MORTGAGE, dated October 6, 2011, filed October 11, 2011 @ 8:30 A.M. and recorded in Book 175 of Mortgages, page 420, Turner County Records, extending the five-year lien of said Mortgage in accordance with SDCL 44-8-28.

16. TEMPORARY CONSTRUCTION EASEMENT, dated June 16, 2009, filed August 13, 2009 @ 11:30 A.M. and recorded in Book 48 of Misc., page 155, Turner County Records, grants unto the City of Marion, South Dakota, a municipal corporation, a temporary construction easement to excavate, construct and install its 2009 Utility Improvements, including the necessary grading thereof over, across and through the South 20 Feet of Outlot 34 and Lot 1 of Outlot 35, City of Marion.

17. REAL ESTATE TAXES for the year 2016 and subsequent years which constitute a lien but are not due and payable. Real Estate Taxes for the first half of 2015 payable in 2016 in the amount of $270.60 have been paid; the last half of the 2015 Real Estate Taxes payable in 2016 in the amount of $270.60 are unpaid on the property described as Lot 1 of Outlot 35 and part of Outlot 33; and South 20 Feet of Outlot 34, Marion. Parcel ID#: 259000000003345

18. REAL ESTATE TAXES for the year 2015 and subsequent years which constitute a lien but are not due and payable. Real Estate Taxes for the year 2015 payable in 2016 in the total amount of $14.75 have been paid in full on the property described as Lot 8 of Outlot 35 and part of Outlot 33, Marion. Parcel ID#: 259000000003367

19. 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.

END OF SCHEDULE B - SECTION II
Auction

2 Plus Bedroom Ranch Style Home
With Attached Single Garage

Wednesday July 27th at 4:00 PM

Terms: Cash sale with $5,000. Nonrefundable downpayment the day of the sale and the balance on or before September 1, 2016. A Warranty Deed will be provided, title insurance will be utilized and cost split 50/50 between buyer and seller. RE Taxes will be prorated to date of possession. Possession granted upon final settlement. Sold subject to confirmation by the owners. Wieman Land & Auction Co. is representing the seller in this transaction. For Buyers info packet and pictures, visit our website www.wiemanauction.com or call Wieman Land & Auction Co. at 605-648-3111.