

Turner County
**LAND
AUCTION**

**69
Acres**

Wednesday
November 20th
at 10:30 AM

OWNER:

**Rex & Connie
Flint**

WIEMAN
LAND & AUCTION

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!"

**69 ACRES FARMLAND SWAN LAKE TOWNSHIP TURNER COUNTY LAND
AUCTION**

We will sell the following land at auction at the Wieman Auction Facility located from Marion SD, 1 South & ½ West of at 44628 SD Hwy 44, Marion SD on

WEDNESDAY, NOVEMBER 20TH 10:30 AM

Land is located from Hurley SD, 2 South and ¾ West on Hwy 18,
or from Viborg SD, 5 North & 3 ¼ West on Hwy 18. Signs on property.

The real estate consists of 69 acres more or less of unimproved farmland. The FSA Office indicates that this tract has approximately 65 acres of cropland and balance in low ground and creek bed. The predominate soil types are Egan-Trent Silty Clay Loams, Baltic Silty Clay Loam, Clamo Silty Clay, Lamo Silty Clay Loam and it has an 86.7 soil productivity index rating. The land lays generally level but does have a creek that passes through it. This would make an excellent add on unit for farmer or investor. Take a look at this opportunity. For buyer's info packet, visit our website, www.wiemanauktion.com or call 800-251-3111 and we will send one to you. The annual real estate taxes are \$1,749.00.

LEGAL: W ½ of the SE ¼ of Section 6-97-53, except Lot H-2 and except Flint Tract 1 in the S ½ SE ¼ of Section 6-97-53, Turner County, South Dakota

TERMS: Cash Sale with 15% nonrefundable downpayment the day of the sale and the balance on or before January 15, 2020. The new buyer will receive Warranty Deed to the land subject to life estate owned by Doris Flint who receives all rents/revenue from the land for the rest of her life. She is currently 87 years old. The new buyer will be responsible for paying \$160. per acre of \$11,040. per year, paid on March 1st of each year or until her death. This payment/life estate expires upon the death of Doris Flint. The new buyer pays all real estate taxes from date of closing forward. Title Insurance will be utilized with cost split 50/50 between buyer and seller. Full possession for 2020 crop year upon final settlement. 2018 and 2019 RE Taxes paid by seller. Sold subject to confirmation by the owner. Wieman Land & Auction Co. is representing the seller in this transaction.

**REX & CONNIE FLINT, OWNERS
605-670-2286**

Wieman Land & Auction Co., Inc.
Rich, Kevin, Mike, Ryan & Derek Wieman
and Nathan Timmermans, RE Brokers
Marion SD 800-251-3111

Gary Ward
Viborg SD
605-326-5282
Closing Agent



United States
Department of
Agriculture

Turner County, South Dakota



Common Land Unit

- Non-Cropland
- Cropland

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation
- Compliance Provisions

2019 Program Year

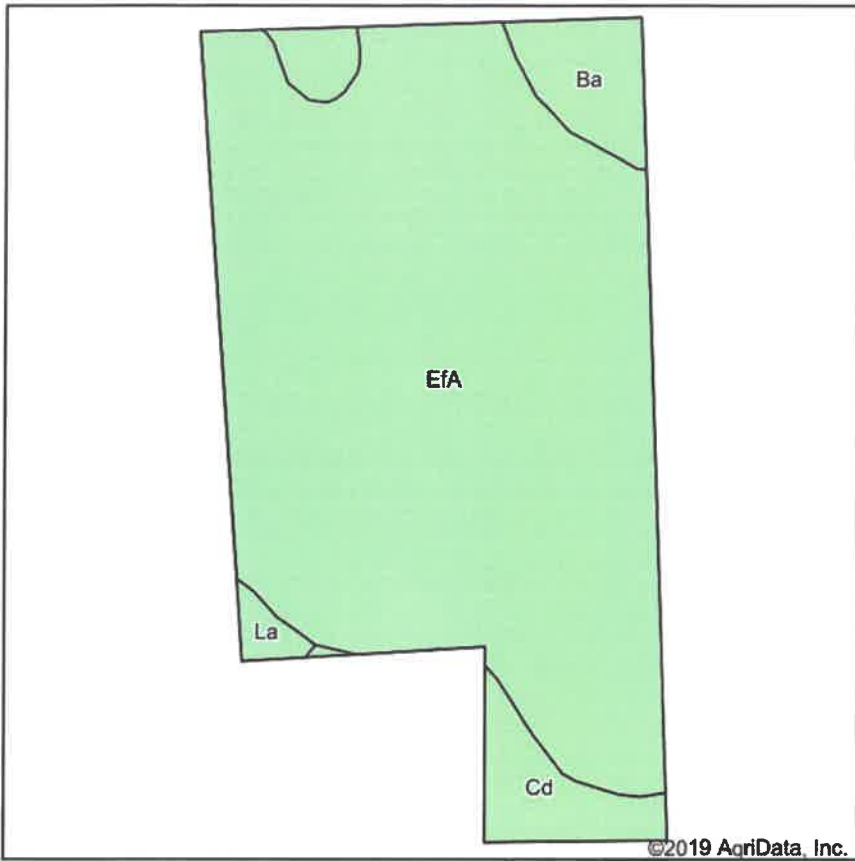
Map Created September 11, 2019

Farm 10090

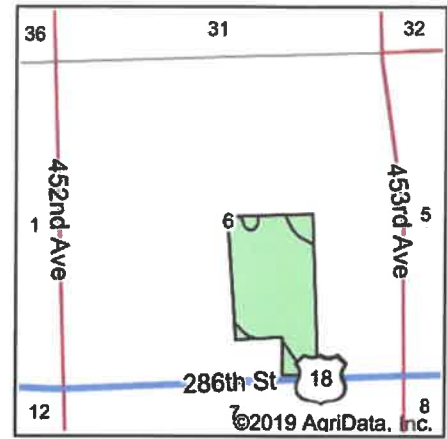
6-97N-53W-Turner

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) Imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland Identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

Soils Map



Soils data provided by USDA and NRCS.



State: **South Dakota**
 County: **Turner**
 Location: **6-97N-53W**
 Township: **Swan Lake**
 Acres: **69**
 Date: **10/25/2019**



Maps Provided By:



| Area Symbol: SD125, Soil Area Version: 20 | | | | | | |
|---|---|-------|------------------|------------------|--------------|--------------------|
| Code | Soil Description | Acres | Percent of field | Non-Irr Class *c | Irr Class *c | Productivity Index |
| EfA | Egan-Trent silty clay loams, 0 to 2 percent slopes | 60.31 | 87.4% | Is | | 92 |
| Ba | Baltic silty clay loam | 4.47 | 6.5% | Vw | | 37 |
| Cd | Clamo silty clay | 3.45 | 5.0% | IVw | | 62 |
| La | Lamo silty clay loam, cool, 0 to 2 percent slopes, occasionally flooded | 0.77 | 1.1% | IIw | IIw | 70 |
| Weighted Average | | | | | | 86.7 |

*c: Using Capabilities Class Dominant Condition Aggregation Method
 Soils data provided by USDA and NRCS.

SOUTH DAKOTA

TURNER

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 10090

Prepared : Oct 23, 2019

Crop Year : 2020

Operator Name : DORIS FLINT
 Farms Associated with Operator : 46-125-10090
 CRP Contract Number(s) : None
 Recon ID : 46-125-2019-100
 ARCPLC G/IF Eligibility : Eligible

Farm Land Data

| Farmland | Cropland | DCP Cropland | WBP | WRP | CRP | GRP | Sugarcane | Farm Status | Number Of Tracts |
|--------------------|--------------------|------------------------|----------------|------|------|---------------|-----------|----------------------|------------------------|
| 83.21 | 69.39 | 69.39 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | Active | 1 |
| State Conservation | Other Conservation | Effective DCP Cropland | Double Cropped | | MPL | Acre Election | EWP | DCP Ag.Rel. Activity | Broken From Native Sod |
| 0.00 | 0.00 | 69.39 | 0.00 | | 0.00 | | 0.00 | 0.00 | 0.00 |

Crop Election Choice

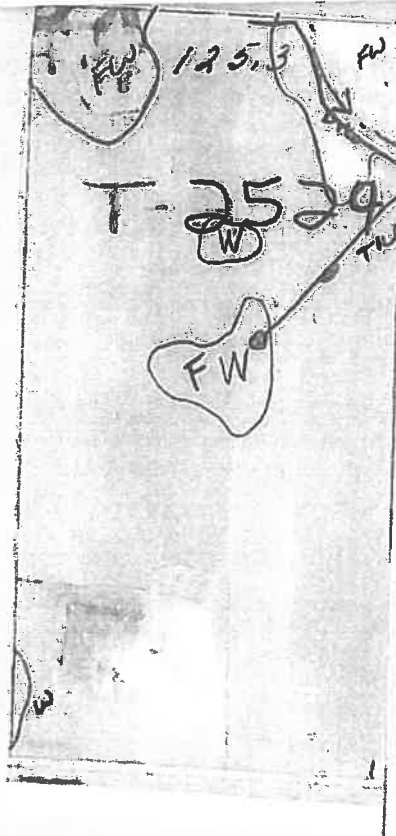
| ARC Individual | ARC County | Price Loss Coverage |
|--------------------------|----------------------|-------------------------------|
| None | None | None |
| ARC Individual - Default | ARC County - Default | Price Loss Coverage - Default |
| None | CORN, SOYBN | None |

DCP Crop Data

| Crop Name | Base Acres | CCC-505 CRP Reduction Acres | PLC Yield | HIP |
|--------------|--------------|-----------------------------|-----------|-----|
| Com | 27.13 | 0.00 | 110 | |
| Soybeans | 24.08 | 0.00 | 30 | |
| TOTAL | 51.21 | 0.00 | | |

W 1/2 SE 1/4

6-97-53

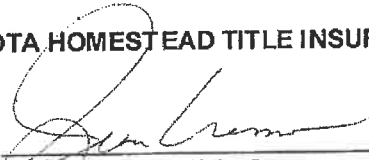


Issuing Agent: Turner County Title Company
Issuing Office File Number: 19-TI-12280

SCHEDULE A

1. Commitment Date: October 24, 2019 at 07:30 AM
2. Policy or policies to be issued:
 - a. ALTA Own. Policy (08/01/16)
 Standard Coverage Extended Coverage
 Proposed Insured: TO BE DETERMINED
 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 Rex Flint subject to a life estate interest in and to Lyle C. Flint and Doris A. Flint, husband and wife.
5. The Land is described as follows:
 The West Half of the Southeast Quarter (W 1/2 SE 1/4) except Lot H2 thereof and except Flint Tract 1 in the South Half of the Southeast Quarter (S 1/2 SE 1/4, all in Section Six (6), Township Ninety-Seven (97) North, Range Fifty-Three (53) West of the 5th P.M., Turner County, South Dakota.

DAKOTA HOMESTEAD TITLE INSURANCE COMPANY

By: 
Turner County Title Company

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SCHEDULE B, PART I
Requirements

File Number: 19-TI-12280

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.
1. THE COMPANY requires that a Warranty Deed be executed and recorded conveying title from Rex Flint to the purchaser of the property. The spouse of Rex Flint 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.
2. THE COMPANY requires that the life estate interest of Lyle C. Flint and Doris A. Flint, husband and wife be terminated of record.
3. THE COMPANY requires documents satisfactory to us identifying Connie Flint, a grantee in a Warranty Deed, dated September 19, 2001, filed September 22, 2011 @ 8:30 A.M. and recorded in Book 114 of Deeds, page 93, Turner County Records, as one and the same person as Colleen K. Flint, a Mortgagor in a Mortgage to Merchants State Bank, Viborg, SD, dated August 17, 2012, filed August 21, 2012 @ 8:30 A.M. and recorded in Book 176 of Mortgages, page 488, Turner County Records, must be executed and recorded.
4. THE COMPANY requires the enclosed South Dakota Data Breach Notification Law Compliance Forms be completed by the Sellers and Buyers and returned to our office. NOTE: This will be required at time of Closing.
5. 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.
6. The enclosed Affidavit of Purchaser as to Liens and Encumbrances must be completed, signed and returned to our office. NOTE: This will be required at time of Closing.
7. The enclosed Residential Property Affidavit must be completed, signed and returned to our office. NOTE: This will be required at time of Closing.
8. THE COMPANY requires all Judgments and Liens be satisfied of record.
9. ALL open mortgages must be satisfied of record.
10. 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.

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SCHEDULE BI & BII
(Continued)

File Number: 19-TI-12280

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. COLLATERAL REAL ESTATE MORTGAGE -180 DAY REDEMPTION- executed by Rex C. Flint and Colleen K. Flint, as husband and wife, to Merchants State Bank, Viborg, SD, in the face amount of dated August 17, 2012, filed August 21, 2012 @ 8:30 A.M. and recorded in Book 176 of Mortgages, page 488, Turner County Records.

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SCHEDULE BI & BII
(Continued)

File Number: 19-TI-12280

3. ADDENDUM TO COLLATERAL REAL ESTATE MORTGAGE, dated July 7, 2017, filed July 11, 2017 @ 8:30 A.M. and recorded in Book 181 of Mortgages, page 861, Turner County Records, extending the five-year lien of said Mortgage in accordance with SDCL 44-8-26.
4. COLLATERAL REAL ESTATE MORTGAGE -180 DAY REDEMPTION- executed by Rex Calvin Flint and Colleen Kay Flint, as husband and wife, to Merchants State Bank, Viborg, SD, in the face amount of _____ dated February 20, 2015, filed February 25, 2015 @ 8:30 A.M. and recorded in Book 179 of Mortgages, page 332, Turner County Records.
5. WARRANTY DEED, dated June 1, 1938, filed July 19, 1939 @ 3:00 P.M. and recorded in Book 70 of Deeds, page 450, Turner County Records, conveys to Turner County, South Dakota, a strip of land parallel to and adjacent to the regular public road right-of-way along the South side of Sec 6-97-53; said strip of land being 17 Feet wide and 2,627.2 Feet more or less long and extending from the North and South 1/4 line of said Section 6 to the West boundary line of the regular public road right-of-way along the East side of said Section 6, being a part of the SE 1/4 Sec 6-97-53.
6. VESTED DRAINAGE RIGHT FORM, dated July 2, 1992, filed July 10, 1992 @ 2:50 P.M. and recorded in Book 42 of Misc., page 48, Turner County Records, claims the right of drainage from the NE 1/4 Sec 6-97-53 through drain tile and ditch onto the W 1/2 SE 1/4 Sec 6-97-53. This instrument was executed and recorded subsequent to the June 30, 1992 statutory deadline for filing of such claims and as a result, the rights alleged in said document may not be considered to be vested rights.
7. TEMPORARY EASEMENT AGREEMENT, dated August 21, 2017, filed October 23, 2017 @ 9:36 A.M. and recorded in Book 51 of Misc., page 441, Turner County Records, grants unto the State of South Dakota acting by and through its Department of Transportation a temporary Easement necessary for the proper completion of highway facilities located over and across Flint Tract 1 in the S 1/2 SE 1/4 Sec 6-97-53 and the W 1/2 SE 1/4 Sec 6-97-53 except Flint Tract 1 in the S 1/2 SE 1/4.
8. WARRANTY DEED, dated September 25, 2017, filed October 23, 2017 @ 9:36 A.M. and recorded in Book 117 of Deeds, page 850, Turner County Records, conveys to South Dakota Department of Transportation Lot H1 in Flint Tract 1 in the S 1/2 SE 1/4 Sec 6-97-53 and Lot H2 in the W 1/2 SE 1/4 Sec 6-97-53 except Flint Tract 1 in the S 1/2 SE 1/4.
9. QUIT CLAIM DEED, dated September 12, 2017, filed October 23, 2017 @ 9:36 A.M. and recorded in Book 117 of Deeds, page 851, Turner County Records, conveys to South Dakota Department of Transportation Lot H2 in the W 1/2 SE 1/4 Sec 6-97-53 except Flint Tract 1 in the S 1/2 SE 1/4.
10. JUDGMENT LIEN DOCKET: 62SMC17000102-01 in favor of Culligan Water Conditioning, 1510 West 51st Street, Sioux Falls, SD 57105 against Rex Flint, in the amount of \$1,496.32 plus costs in the amount of \$35.08, rendered by the Circuit Court of Turner County, South Dakota, dated July 11, 2017, filed and docketed July 11, 2017 @ 2:01 P.M., Turner County Records.
11. THE COMPANY requires documents satisfactory to us identifying Connie Flint, a grantee in a Warranty Deed, dated September 19, 2001, filed September 22, 2011 @ 8:30 A.M. and recorded in Book 114 of Deeds, page 93, Turner County Records, as one and the same person as Colleen K. Flint, a Mortgagor in a Mortgage to Merchants State Bank, Viborg, SD, dated August 17, 2012, filed August 21, 2012 @ 8:30 A.M. and recorded in Book 176 of Mortgages, page 488, Turner County Records, must be executed and recorded.

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SCHEDULE BI & BII
(Continued)

File Number: 19-TI-12280

12. THE COMPANY requires documents satisfactory to us identifying Rex Flint, a grantee in a Warranty Deed, dated September 19, 2001, filed September 22, 2011 @ 8:30 A.M. and recorded in Book 114 of Deeds, page 93, Turner County Records, as one and the same person as Rex C. Flint, a Mortgagor in a Mortgage to Merchants State Bank, Viborg, SD, dated August 17, 2012, filed August 21, 2012 @ 8:30 A.M. and recorded in Book 176 of Mortgages, page 488, Turner County Records, must be executed and recorded.
13. 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.
14. REAL ESTATE TAXES for the year 2019 and subsequent years which constitute a lien but are not due and payable. Real Estate Taxes for the first half of 2018 payable in 2019 in the amount of \$874.50 have been paid; the last half of the 2018 Real Estate Taxes payable in 2019 in the amount of \$874.50 are unpaid on the property described as the W 1/2 SE 1/4 except Lot H2 thereof and except Flint Tract 1 in the S 1/2 SE 1/4 Sec 6-97-53. Parcel ID#: 17000-09753-064-10
15. 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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69 Acres



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