

**AT
AUCTION**

37.54 ACRES IMPROVED

OFFERED IN 3 TRACTS

GUNS – SPORTING GOODS – ANTIQUES & COLLECTIBLES – MISC.

125 W SOUTH COUNTY RD, FREEMAN SD FRIDAY, OCTOBER 18TH AT 11:00AM

**ALFRED (DUKE) AND SHARON KLEINSASSER, OWNERS
605-925-7773**



As we have bought a house in Freeman, we will offer the following at auction, located 3/4 mile west of Papa's Steakhouse on Hwy 81 in Freeman SD

The real estate consists of 37.54 Acres with 3 Bedroom, 1 1/2 Story Home. To be offered in 3 Tracts (# 1 – 2 Acres with home and buildings; # 2 – 35.54 Acres Unimproved Choice Farm Land; # 3 – 37.54 Acre Unimproved Total Unit). It has a 3 Bedroom 1 1/2 Story home, the floor plan consists of a kitchen w/ formica built-in cabinets, dinette area, dining room/living room combination with wood colonnades, front entrance and 1 Bedroom. The 2nd Floor has 2 bedrooms w/ large walk in closets and a remodeled full bathroom w/ shower. It has a full basement with electric furnace w/ central air, 3/4 bathroom, washer & dryer hookups and storage room. The outbuildings include a 20' x 26' Double Garage, 12' x 18' Storage Garage, 12' x 18' Storage Shed, Rural Water plus working well and excellent location close to town. The FSA Office indicates that it has 34.07 tillable and the balance in road right of way and building site. It has a productivity index rating of 84.9 and the predominate soil types are Clarno Loam. This is an excellent opportunity to purchase land/acreage very close to Freeman SD. The annual real estate taxes are \$815.82. To view the property, call Duke or Sharon @ 605-925-7773 or Wieman Land & Auction @ 605-648-3111.

LEGAL: The NW 1/4 of the NW 1/4 of Section 2-98-56, Hutchinson County, South Dakota.

TERMS: Cash Sale with 20% downpayment the day of the sale and the balance on or before December 5, 2013. Warranty Deed will be provided. Title Insurance to be utilized with cost split 50/50 between buyer and seller. Seller to pay all 2012 and 2013 RE Taxes. Sold subject to confirmation by the owners. Wieman Land & Auction Co., Inc. is representing the seller in this transaction.

GUNS & SPORTING GOODS

Neuman 10 Ga Magnum Belgium Made Side by Side, Db Trigger, sharp & unusual; Remington SP10 Auto 10 Ga Magnum Shotgun, like new; Ruger M77 Bolt Action .243 Cal Rifle w/ Leopold 8M-4X Scope, like new; Winchester Model 12 Pump 12 Ga 2 3/4" Shotgun; Winchester 1200 Pump 12 Ga 2 3/4" Shotgun; Interarms Falco 4-10 Ga Over/Under Shotgun; Remington # 552 Auto 22 Cal Rifle w/ Scoop; Stevens # 56 Bolt Action 22 Cal Rifle w/ Clip; Hi Standard Sentinel 22 Cal Revolver Pistol w/ holster; Duck & Goose Calls; Animal Calls; Gun Cases; Goose & Duck Decoys; Waders; Traps; Lots of fishing tackle; tackle boxes; rods & reels; Pflueger 2800 Open Reel; Shakespeare President III Free Open Spool Reel; Garcia 5600 Open Reel; Minakota 65MX Electric Trolling Motor; Camp Stove; Lumber; Whites Coinmaster Supreme metal detector;

ANTIQUES – COLLECTIBLES – HOUSEHOLD – FARM MISC.

Coaster Wagon; Sled; Metal Toys; Matchbox Cars; Jack Knife Collection; Lighters; Japanese Doll; 2000 Wheat Pennies; 2 1/2 gallons of pennies; J.J. Mendal Freeman book 1528-1961; books; trash burner; 5 typewriters; luggage; sheet music; 30" electric range; 8 Pl dish set; misc. household items; 2 -300 gal fuel tanks; steel T-Posts; misc. hand & garden tools;



208 N Broadway, Marion SD

web: wiemanauction.com

phone: 800-251-3111

fax: 605-648-3102

“WE SELL THE EARTH AND EVERYTHING ON IT!”

Aerial Map



Maps provided by:



©AgriData, Inc. 2012
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2-98N-56W
Hutchinson County
South Dakota

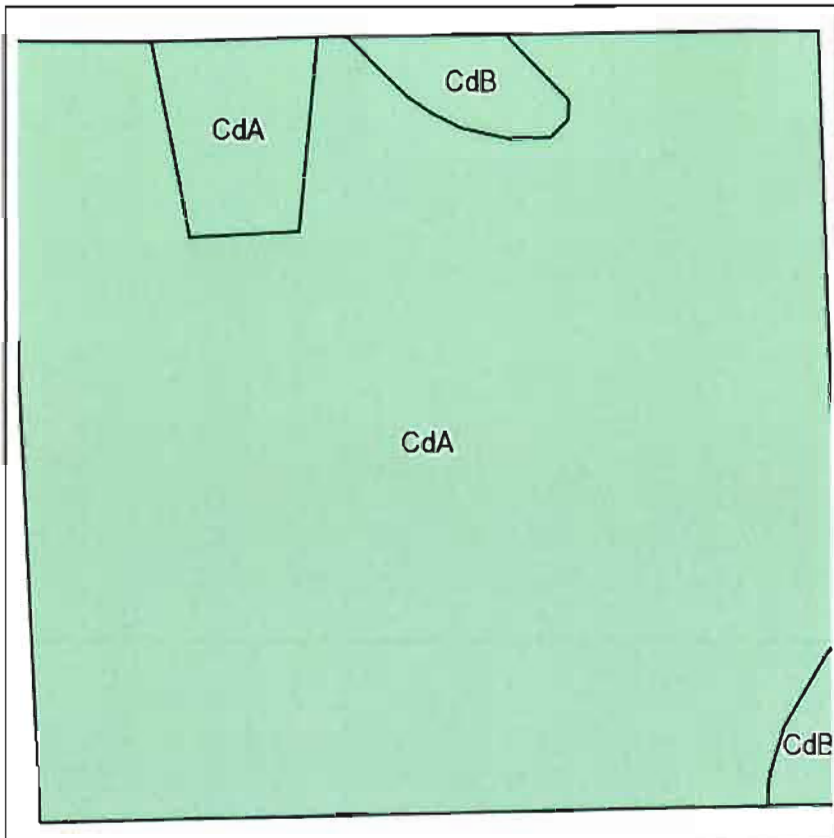
map center: 43° 20' 33.67, 97° 26' 22.05
scale: 5259



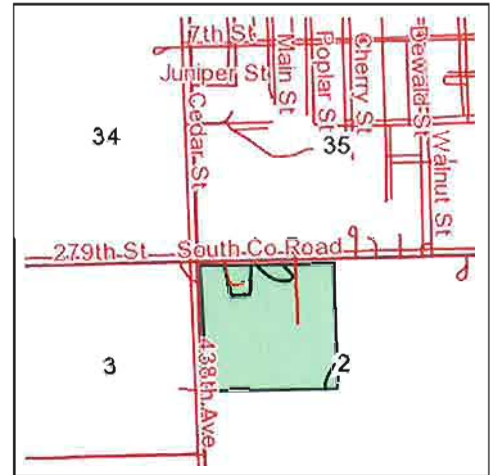
8/1/2013

Field borders provided by Farm Service Agency as of 5/21/2008. Aerial photography provided by Aerial Photography Field Office.

Soils Map



Field borders provided by Farm Service Agency as of 5/21/2008.
Soils data provided by USDA and NRCS.



State: South Dakota
County: Hutchinson
Location: 35-99N-56W
Township: Grandview
Acres: 35.6
Date: 7/12/2013



Maps provided by:



Code	Soil Description	Acres	Percent of field	Non-Irr Class	Irr Class	Productivity Index	Alfalfa hay	Corn	Grain sorghum	Oats	Soybeans
CdA	Clarno loam, 0 to 3 percent slopes	34.3	96.4%	I1c		85	3.1	76	59	76	28
CdB	Clarno loam, 3 to 6 percent slopes	1.3	3.6%	I1e	I1le	81	3.1	72	54	75	27
Weighted Average						84.9	3.1	75.9	58.8	76	28



USDA



South Dakota
 Hutchinson
 Report ID: FSA-156EZ

U.S. Department of Agriculture
 Farm Service Agency
 Abbreviated 156 Farm Record

FARM: 1538
 Prepared: 8/9/13 3:51 PM
 Crop Year: 2013
 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		Farm Identifier					Recon Number	
RANDY BRODERS								
Farms Associated with Operator:								
401, 593, 5581, 6423, 8541, 8542								
CRP Contract Number(s): None								
Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
35.57	34.07	34.07	0.0	0.0	0.0	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			FAV/WR History	ACRE Contract
0.0	0.0	34.07	0.0	0.0			N	None

Crop	Base Acreage	Direct Yield	CC Yield	CCC-505 CRP Reduction
WHEAT	0.9	29	29	0.0
CORN	22.7	66	66	0.0
SOYBEANS	10.5	26	26	0.0
Total Base Acres:	34.1			

Tract Number: 738 Description: K6R/ NWNW 2-98-56 FAV/WR History: N

BIA Range Unit Number:

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status: Tract does not contain a wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
35.57	34.07	34.07	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP		
0.0	0.0	34.07	0.0	0.0		

Crop	Base Acreage	Direct Yield	CC Yield	CCC-505 CRP Reduction
WHEAT	0.9	29	29	0.0
CORN	22.7	66	66	0.0
SOYBEANS	10.5	26	26	0.0
Total Base Acres:	34.1			

Owners: ALFRED KLEINSASSER SHARON KLEINSASSER

Other Producers: None

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)

AK (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
SK

Known Lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

AK (b) Records and reports available to the seller (check one below):
SK

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).

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)

AK (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.

<u>Alfred Kleinsasser</u>	<u>8-1-13</u>		
Seller	Date	Buyer	Date
<u>Sharon M. Kleinsasser</u>	<u>8-2-13</u>		
Seller	Date	Buyer	Date
<u>RH Dwin</u>	<u>8-1-13</u>		
Agent	Date	Agent	Date

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 Alfred & Sharon Kliensasser Property Address _____

This Disclosure Statement concerns the real property identified above situated in the City of Freeman
County of Hutchinson, 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? 1966

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 ___ ?

17. Do you pay any mandatory fees or special assessments to a homeowners' or condominium association?
 Yes ___ No
 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
19. Is the property located in or near a flood plain? Yes ___ No Unknown ___
20. Are wetlands located upon any part of the property? Yes ___ No 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 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
2. What water damage related repairs, if any, have been made? NA
 If any, when? _____
3. Are you aware if drain tile is installed on the property? Yes 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 No ___
 What related repairs, if any, have been made? none
5. Are you aware of any roof leakage, past or present? Yes No ___
 Type of roof covering: just a non. chimney Age: 6-7 yrs old
 What roof repairs, if any, have been made, when and by whom? _____
 Describe any existing unrepaired damage to the roof: none
6. Are you aware of insulation in:
 the ceiling/attic? Yes No ___ the walls? Yes No ___ the floors? Yes ___ No
7. Are you aware of any pest infestation or damage, either past or present? Yes ___ No
8. Are you aware of the property having been treated for any pest infestation or damage?
 Yes ___ No 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 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 ___ If yes, describe hail on house
 Have any insurance claims been made? Yes No ___ Unknown ___
 Was an insurance payment received? Yes No ___ Unknown ___
 Has the damage been repaired? Yes No ___ If yes, describe in detail: Repainted the house
11. Are you aware of any problems with sewer blockage or backup, past or present? Yes ___ No
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 If yes, describe in detail: _____

III. SYSTEMS/UTILITIES INFORMATION

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

IV. HAZARDOUS CONDITIONS

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

	Existing Conditions		Tests Performed	
	Yes	No	Yes	No
1 Methane Gas		X		
2 Lead Paint	X			X
3 Radon Gas (House)		X		X
4 Radon Gas (Well)		X		X
5 Radioactive Materials		X		X
6 Landfill, Mineshaft		X		X
7 Expansive Soil		X		X
8 Mold		X		X
9 Toxic Materials		X		X
10. Urea Formaldehyde Foam Insulations		X		X
11. Asbestos Insulation		X		X
12. Buried Fuel Tanks		X		X
13. Chemical Storage Tanks		X		X
14. Fire Retardant Treated Plywood		X		X
15. Production of Methamphetamines		X		X

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
If yes, attach a copy of the maintenance agreement.
- 3. When was the fireplace/wood stove/chimney flue last cleaned? NA
- 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
If yes, explain: _____
 - b. Other felony committed against the property or a person on the property? Yes ___ No
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? 2010
- 9. Are there broken window panes or seals? Yes ___ No
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
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 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.

<u>X</u>	<u>Olaf Kleinsasser</u>	<u>8-1-13</u>	<u>X</u>	<u>Sharon M. Kleinsasser</u>	<u>8-2-13</u>
Seller		Date	Seller		Date

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	Date	Buyer	Date

1 **REAL ESTATE RELATIONSHIPS DISCLOSURE**

2 South Dakota real estate brokers are required to develop and maintain a written office policy that sets forth agency and brokerage
3 relationships that the broker may establish. The broker must disclose in writing the types of agency and brokerage relationships the
4 broker offers to consumers and to allow a consumer the right to choose or refuse among the various real estate relationships. The
5 following real estate relationships are permissible under South Dakota law.
6

7 **Single Agent-Seller's/Landlord's Agent:** Works on behalf of the seller/landlord and owes duties to the seller/landlord, which include good
8 faith, loyalty, and fidelity. The agent will negotiate on behalf of and act as an advocate for the seller/landlord. The agent may not disclose
9 confidential information without written permission of the seller or landlord.

10 **Single Agent-Buyer's/Tenant's Agent:** Works on behalf of the buyer/tenant and owes duties to the buyer/tenant which include good faith,
11 loyalty, and fidelity. The agent will negotiate on behalf of and act as an advocate for the buyer/tenant. The agent may not disclose confidential
12 information without written permission of the buyer or tenant.

13 **Disclosed Limited Agent:** Works on behalf of more than one client to a transaction, requiring the informed written consent of the clients
14 before doing so. A limited agent may not disclose confidential information about one client to another without written permission releasing that
15 information. While working to put the transaction together, agents in a limited agency transaction cannot negotiate nor advocate solely on
16 behalf of either the seller/landlord or buyer/tenant. A limited agent may not be able to continue to provide other fiduciary services previously
17 provided to the client.

18 **Appointed Agent:** Works on behalf of the seller/landlord or buyer/tenant and owes the same duties to the client as that of a single agent. A
19 seller/landlord or buyer/tenant with an appointed agency agreement is represented by agents specifically named in the agreement. Any agents
20 of the firm not named in the agreement do not represent the seller/landlord or buyer/tenant. The named appointed agent acts solely on behalf of
21 his or her client and may only share confidential information about the client with the agent's responsible broker or the broker's designated
22 broker who is also named in the agreement. Other agents in the firm have no duties to the seller/landlord or buyer/tenant and may act solely on
23 behalf of another party in the transaction. The responsible broker and the broker's designee act as a disclosed limited agent when appointed
24 agents within the same firm are representing their respective clients in the same transaction.

25 **Transaction Broker:** Exercises reasonable skill and care in assisting one or more parties with a real estate transaction without being an
26 advocate for any party. Although the transaction broker will help facilitate the transaction, the licensee will serve as a neutral party, offering no
27 client-level services (such as negotiation) to the customer. The transaction broker may not disclose confidential information about a party to
28 another without written permission releasing that information.
29

30 **Duties of a buyer, tenant, landlord, or seller:** The duties of the real estate licensees in a real estate transaction do not relieve a party to a
31 transaction from the responsibility to protect the party's own interests. Persons should carefully read all documents to ensure that they
32 adequately express their understanding of the transaction. If legal or tax advice is desired, consult a competent professional in that field.
33

34 **All real estate licensees must provide disclosure of all actually known adverse material facts about the subject property or a party's**
35 **ability to perform its obligations.**

36 **South Dakota law requires a written agreement which sets forth the duties and obligations of the parties as described in the brokerage**
37 **relationships itemized above.**

38 The office policy of Wieman Land & Auction Co. Inc (company) is to offer only those
39 services marked above.
40

41 By Richard D. Wieman (licensee)
42
43

44 **Acknowledgment: I have been presented with an overview of the brokerage relationship options available and hereby acknowledge receipt of:**
45 Real Estate Relationships Disclosure form
46 Consumer Real Estate Information Guide (residential property sales transaction only)
47 I understand that receipt of these materials is for disclosure purposes only and does not constitute a contract or agreement with the licensee.
48
49 Signature X Date _____ Time _____ am/pm
50
51 Signature _____ Date _____ Time _____ am/pm
52
53

54 **By marking a box and signing below, it is understood that the consumer is working without the benefit of client or transaction broker**
55 **representation.**
56

57 **Buyer/tenant understands that Broker is not representing Buyer/Tenant as a client or working with Buyer/Tenant as a transaction broker.**
58 **Buyer further understands that Broker is acting as agent for the seller or is assisting the seller as a transaction broker.**
59

60 **Seller/Landlord understands that Broker is not representing Seller/Landlord as a client or working with Seller/Landlord as a transaction**
61 **broker. Seller further understands that Broker is acting as agent for the buyer or is assisting the buyer as a transaction broker.**
62

63 Signature(s) X Date _____ Time _____ am/pm
64

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

Oplinger Abstract & Title, Inc.
PO Box 133
Olivet, SD 57052-0133
Telephone: (605) 387-2335
Fax: (605) 387-2337

Office File No.: TI-3829

1. Effective Date: August 13, 2013, 8 AM

2. Policy or Policies to be issued:

A. Owner's Policy(6/17/06) Standard Coverage Extended Coverage

Amount: To Be Determined.

Proposed Insured: To Be Determined.

B. ALTA Loan Policy(6/17/06) Standard Coverage Extended Coverage

Amount:

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

FEE SIMPLE

4. Title to the FEE SIMPLE estate or interest in said land is at the effective date hereof vested in:

Alfred Kleinsasser and Sharon Marie Kleinsasser, husband and wife.

5. The land referred to in this Commitment is described as follows:

Government Lot 4 of the NW¹/₄ (also described as the NW¹/₄NW¹/₄) of Section 2, Township 98 North, Range 56 West 5th P.M., in Hutchinson County, South Dakota.

Property Address: 125 W. South County Road, Freeman, SD 57029

Parcel Identification Number: 098.56.02.2020

SCHEDULE A

Commitment – Stewart Title Guaranty Company
0042 ALTA Commitment (6/17/06)

SCHEDULE B-SECTION 1

Office File No.: TI-3829

Page 1

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.

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

GENERAL EXCEPTIONS:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records 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.

C. SPECIAL EXCEPTIONS:

(See Schedule B-Section 2 beginning on next page)

SCHEDULE B-SECTION 1

Commitment – Stewart Title Guaranty Company

SCHEDULE B-SECTION 2

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SPECIAL EXCEPTIONS:

1. Real Estate Taxes for year 2012, in the amount of \$815.82, are paid in full.
2. Rights of the public in and to the following described parcels of land used for road purposes:
 - The statutory easement for section line road right-of-way.
 - Lot R-2 in Lot 4 of Section 2-98-56, as recorded in PC 1-#5(98-56) on November 17, 1965.
 - Lot R-9 in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ -2-98-56, as recorded in PC 1-#44(98-56) on May 12, 1975.
3. Easement for the construction, operation, and maintenance of a rural water system and rights incidental thereto as set forth in a document granted to B-Y WATER DISTRICT (no representation is made as to the present ownership of said easement) as recorded in Book E4 page 553 on May 28, 1987. The exact location and extent of said easement is not disclosed of record.
4. Easement for the construction, operation, and maintenance of a telephone line or system and rights incidental thereto as set forth in a document granted to CONTEL OF SOUTH DAKOTA, INC. (no representation is made as to the present ownership of said easement) affecting a strip of land 16 feet in width with its center line being 75 feet East of the West boundary line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ -2-98-56, as recorded in Book E5 page 485 on March 16, 1990.
5. Claim of vested drainage rights for the drainage of water from the W $\frac{1}{2}$ SW $\frac{1}{4}$ -2-98-56 over and across the SW $\frac{1}{4}$ NW $\frac{1}{4}$ -2-98-56 and onto the NW $\frac{1}{4}$ NW $\frac{1}{4}$ -2-98-56, and rights incidental thereto as set forth in document recorded in Book D4 page 129 on June 30, 1992.

----- End of Schedule B -----

This Commitment is not valid without Schedule B-Section 1

SCHEDULE B-SECTION 2

Commitment - Stewart Title Guaranty Company