



**COMMITMENT FOR TITLE INSURANCE**

Dakota Homestead Title Insurance Company, a South Dakota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when 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.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Dakota Homestead Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued by:  
Douglas County Title, Inc.  
722 Main St., PO Box 310  
Armour, SD 57313  
605-724-2235

*Craig Parkhurst, Pres.*  
Authorized Signature



DAKOTA HOMESTEAD  
TITLE INSURANCE COMPANY

By: *Paul Van Ruler*  
PRESIDENT

By: *Todd Mackenzie*  
SECRETARY

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued may contain an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>.



DAKOTA HOMESTEAD TITLE INSURANCE COMPANY AND  
DOUGLAS COUNTY TITLE CO.  
PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing non-public personal information about you with a non-affiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Dakota Homestead Title Insurance Company and Douglas County Title Co.

We may collect non-public personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional non-public personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of non-affiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NON-PUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to non-public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your non-public personal information.

Issuing Agent: Douglas County Title, Inc.  
Issuing Office File Number: TI-1653

**SCHEDULE A**

1. Commitment Date: **January 27, 2022 @ 8:00 a.m.**
  
2. Policy or policies to be issued:
  - a. [2006 ALTA® Owner's Policy]
 

Standard Coverage		Extended Coverage
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Proposed Insured: **To Be Determined**

Proposed Policy Amount: **To Be Determined**
  
  - b. [2006 ALTA® Loan Policy]
 

Standard Coverage		Extended Coverage
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Proposed Insured: **To Be Determined**

Proposed Policy Amount: **To Be Determined**
  
  - c. [\_\_\_\_ ALTA® \_\_\_\_\_ Policy]
 

Standard Coverage		Extended Coverage
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Proposed Insured: \_\_\_\_\_

Proposed Policy Amount: \_\_\_\_\_
  
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 Commitment date vested in: Barbara Ann Slaba, Geraldine R. Morrison, and Donald G. Morrison
  
5. The Land is described as follows: Morrison Tract One (1) in the Southeast Quarter (SE¼) of Section Four (4), Township Ninety-eight (98) North, Range Sixty-four (64) West of the 5<sup>th</sup> P.M., Douglas County, South Dakota

**DAKOTA HOMESTEAD TITLE INSURANCE COMPANY**

By:   
**Authorized Signatory**



**COMMITMENT FOR TITLE INSURANCE**SCHEDULE B, Part I  
Requirements

File Number: TI-1653

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.
5. \*\*\*\*REQUIREMENT: This Company requires a Residential Affidavit be executed by the Seller(s)/Owner(s) and returned to Douglas County Title, Inc., before subject property will be insured.\*\*\*\*

**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. This Policy specifically excludes all real estate taxes to the applicable property. For informational purposes only, we submit the following tax figures/statement. We assume no liability for the correctness of the same. Please contact the Douglas County Treasurer for the exact amount owed (605-724-2318). The 2020 real estate taxes for Record #579 in the amount of \$3,891.32 show due and owing. For more information see attached Real Estate Tax Notices. Any taxes or assessments levied or due upon the parcel as a result of being subdivided or platted out of a larger parcel with due and owing or outstanding taxes or assessments.
2. Rights of the public in and to the statutory easement for section line road right-of-way. A strip of land 17 feet wide being parallel and adjacent to the regular public road right-of-way for highway purposes along the North side of the South 50 feet, as recorded in Book 24 of Miscellaneous, Page(s) 580-585 on February 24, 2000.
3. An easement for the construction, operation, and maintenance of water lines and rights incidental thereto as set forth in a document granted to Randall Community Water District, a public entity, (no representation is made as to the present ownership of said easement) as recorded in Book 20 of Miscellaneous, page(s) 769 on August 24, 1990, (affecting SE¼ 4-98-64). The exact location and extent of said easement is not disclosed of record.
4. An easement for the construction, operation, and maintenance of communications cable and lines and rights incidental thereto as set forth in a document granted to Armour Independent Telephone Company of Hartford, South Dakota (no representation is made as to the present ownership of said easement) as recorded in Book 23 of Miscellaneous, page(s) 301 on August 4, 1995, (affecting SE¼ 4-98-64). The exact location and extent of said easement is not disclosed of record.

**DOUGLAS COUNTY TREASURER**

Official Real Estate Tax Notice

BOX 68 \* ARMOUR, SD 57313

605-724-2318

2021 - 2340

**2021 TAXES DUE AND PAYABLE IN 2022**

Record#: 579

Sch:21-1 S/T/R: 4 98 64 Acres/Lots: 160.00

CHESTER

SE4 4,98-64

27985 389TH AVE

BARBARA SLABA/GERALDINE MORRISON/DON MORRISON

1,945.66

JOSEPH MORRISON ET AL

27985 389TH AVE

1,945.66

ARMOUR SD 57313-5714

3,891.32

COUNTY TAX	349,663	297,878	4.092	1,218.90
ARMOUR 21-1 Ag	344,663	292,963	7.483	2,192.24
ARMOUR 21-1 Non-Ag	5,000	4,915	17.697	86.98
CHESTER	349,663	297,878	1.121	333.92
SM WATER DISTRICT	349,663	297,878	0.034	10.13
ARMOUR FIRE	349,663	297,878	0.165	49.15

- \* OPT OUT FOR ARMOUR 21-1 IS \$ 443.22
- \* OPT OUT FOR CHESTER IS \$ 156.68
- \* OPT OUT FOR ARMOUR FIRE IS \$ 25.02

The property tax bill of \$3,891.32 for the 2021 payable in 2022 property taxes reflects the property taxes for Tracts 1 & 2 of Morrison's First Addition in the Southeast Quarter of Section 4, Township 98 North, Range 64 West of the 5th P.M. The Douglas County Assessor has estimated the 2022 payable in 2023 property taxes on Tract 1 to be \$2,711.04.

Morrison Tract 1 is the property which is the subject of this auction. Buyer will need to coordinate payment of the 2022 payable in 2023 property taxes on Tract 1 with the Douglas County Treasurer as the Douglas County Treasurer may not have a separate tax bill for Tract 1 and Tract 2 by the time the 2022 payable in 2023 property taxes come due.

AG: 3777.74 NA: 113.58

3,891.32

JOSEPH MORRISON ET AL	DOUGLAS Record # 579	JOSEPH MORRISON ET AL	DOUGLAS Record # 579
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2021 - 2340

1,945.66

2021 - 2340

1,945.66

DOUGLAS CO. TREASURER  
 BOX 68  
 ARMOUR, SD 57313  
 605-724-2318

02/04/2022

Parcel Information for Bill #: 2022- 1 - 2340

Record #: 579

TAXPAYER: JOSEPH MORRISON ET AL  
 27985 389TH AVE  
 ARMOUR SD 57313-5714

Also: BARBARA SLABA/GERALDINE MORRISON/DON MOR

Prop Addr: 27985 389TH AVE

Title:

Legal: CHESTER  
 SE4 4,98-64

4 - 98 - 64 4 - 0

School: 21-1

Acres / Lots: 160.00

*The taxes herein  
 have been paid  
 on 2/3/2022*

	Tax Amt.	Int Due	Adv/Cert	TOTAL DUE	Date Pd	Treas#
1st Half:	1,945.66	.00	.00	.00	02/03/2022	238
2nd Half:	1,945.66	.00		.00	02/03/2022	238
<b>Totals:</b>	<b>3,891.32</b>			<b>.00</b>		
				***** Interest *****		
				Thru: 02/04/2022		

	Total	AG	NA-Z	OO	M-OO	NA	M
Valuation:	292963	292963	0	0	0	4915	0
Total Tax:	3777.74	3777.74	.00	.00	.00	113.58	.00