

ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE INSURANCE COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE INSURANCE COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Date:
Winter Title & Abstract Cos.



Gavin T. Winter, Owner



Matt Morris
President and CEO



Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Insurance Company.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

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- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE INSURANCE COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at 1980 Post Oak Blvd, Houston, TX 77056.

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Pipestone Abstract & Title Co.
Issuing Office: 202 2nd Ave SE, POBox 335, Pipestone, MN 56164
Issuing Office's ALTA® Registry ID: 1112083
Loan ID No.:
Commitment No.: P085220S-Renken
Issuing Office File No.: P085220S-Renken
Property Address:

1. Commitment Date: September 1, 2020 at 08:30 AM

2. Policy to be issued:

(a) ALTA Owners Policy (06/17/06)
Proposed Insured: TBD

Proposed Policy Amount
\$0.00

(b) ALTA Loan Policy (06/17/06)

\$0.00

Proposed Insured: TBD , its successors and/or assigns as their respective interests may appear.

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. The Title is, at the Commitment Date, vested in:

Lucille A. Lund, a life tenant

Mary Borman, Clarissa J. Renken, Terry Renken, Ronald Renken, Dennis Renken and Carol Renken, joint tenants, Kathy Renken, remainder interest

5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE INSURANCE COMPANY

Requirements

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All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from Ronald R. Renken to TBD.
 - b. Mortgage from TBD to TBD, securing the principal amount of \$0.00.
5. Instruments to be executed, delivered and duly filed for record.
6. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
7. Right or claims of parties in possession not disclosed by the public records. We require that standard form sellers and/or buyers affidavits be furnished, and adverse right disclosed thereby will be shown specifically.
8. NOTE: IF THIS OFFICE IS CLOSING THE MORTGAGE TO BE INSURED, WRITTEN PAYOFF STATEMENTS MUST BE RECEIVED IN THIS OFFICE 24 HOURS PRIOR TO CLOSING. DUE TO PRIVACY ISSUES AND LACK OF NECESSARY INFORMATION THIS OFFICE DOES NOT OBTAIN PAYOFF STATEMENTS. WITHOUT A PROVIDED CUSTOMER RELEASE RE: LIEN HOLDERS ACCOUNT
9. ***** UPON RECEIPT OF AN EXECUTED PURCHASE AGREEMENT THE TITLE COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL REQUIREMENTS*****

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE INSURANCE COMPANY

Exceptions

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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:

1. 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.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Land.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown on the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. 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 for value of record the estate or interest or mortgage thereon covered by this Commitment.
8. Right or claims of parties other than the insured in actual possession of any or all of the property.
9. a) Taxes and Special assessment installments for and payable in the year 2020 and all subsequent years.

The Parcel No. for the property to be insured is: 02-0080-000

The real estate taxes due and payable in the year 2020 are in the amount of: \$844.00

Paid in full

The taxes are due and payable in two equal installments on May 15, 2020, and October 15, 2020.

All prior years have been paid.

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SCHEDULE B, PART II
(Continued)

b) All pending and levied special assessment installments for and payable in the year 2020 and all subsequent years.

There is an annual 0.00 solid waste/recycling assessment which is included and incorporated into the tax amount due and payable.

There are no other special assessment installments except the following: NONE

All prior years have been paid.

a) Taxes and Special assessment installments for and payable in the year 2020 and all subsequent years.

The Parcel No. for the property to be insured is: 09-0034-000

The real estate taxes due and payable in the year 2020 are in the amount of: \$7,474.00

Paid in full

The taxes are due and payable in two equal installments on May 15, 2020, and October 15, 2020.

All prior years have been paid.

b) All pending and levied special assessment installments for and payable in the year 2020 and all subsequent years.

There is an annual 55.00 solid waste/recycling assessment which is included and incorporated into the tax amount due and payable.

There are no other special assessment installments except the following: NONE

All prior years have been paid.

**** GAP Coverage will not be issued on commitments to insure not closed by this Title Insurance Company.****

GAP Coverage being any and all instruments recorded from and since the effective date and time of this commitment to the date and time of closing and recording. On all transaction not closed by the Title Insurance Company and its appointed agent the Final Title Insurance Policy will not be issued until all of the above stated requirements are met.

10. Unfiled mechanics' or materialmen's liens.
11. Easements and wetlands which appear in the public records or are shown on any recorded plat.
12. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

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SCHEDULE B, PART II

(Continued)

13. All restrictive covenants affecting the above described property, but the company guarantees that any such restrictive covenants have not been violated so as to affect, and that a future violation thereof will not affect the validity or priority of the mortgage hereby insured.
14. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements which survey would show.
15. Taxes and Special Assessments in 2020 and all subsequent years.
16. Highway Easements
 - a. Highway Slope Easement filed February 4, 1957 Book 72 of Deeds Page 266;
Highway Slope Easement March 19, 1957 in Book 72 of Deeds Page 283
Highway Easement Book 97 of Deeds Page 281
Township Roads Book V of Misc. Page 203
17. Easement dated June 17, 1977 filed Septemeber 2, 1977 as Doc. 116233 in favor of Lyon-Lincoln Electric Cooperative, Inc. RE: S. 70' of all that part of the SE 1/4 SE 1/4 12-111-45 East of the Railroad right away.
18. Easement dated June 17, 1977 and filed September 2, 1977 as Doc. 116234 in favor of Lyon-Lincoln Electric Cooperative, Inc. RE: S70' of S 1/2 of Sec 7-111-44
19. Terms and Conditions of Easement, dated April 14, 1981, filed May 18, 1981 as Document No. 122390 in favor of Lyon-Lincoln Electric Cooperative Inc.RE: E 65' of SE 1/4 Sec 7; Less EX. RE: under ground cables
20. Terms and Conditions of Tile Agreement, dated August 29, 1985, filed October 3, 1985 as Document No. 128710 in favor of Owners of the property to be insured and apurtanent land owners
21. Terms and Conditions of Township Resolution, dated November 14, 1985, filed November 26, 1985 as Document No. 128909 in favor of The Public
22. Upon the Death of Dennis Renken and Carol Renken, the property to be insured maybe subject to the beneficiary rights of Holly B. Renken and Daniel L. Renken, as established by that certain Transfer on Death Deed dated May 5, 2014 and filed December 3, 2014 as Doc. 2014-001403

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ALTA COMMITMENT FOR TITLE INSURANCE EXHIBIT A

ISSUED BY
STEWART TITLE INSURANCE COMPANY

EXHIBIT A

The Land is described as follows:

The Southeast Quarter (SE $\frac{1}{4}$) of Section Seven (7), Township One Hundred Eleven (111) North of Range Forty-four (44) West of the Fifth (5th) Principal Meridian in Lincoln County, Minnesota AND Government Lots Three (3) and Four (4) also described as the West fractional Half of Southwest Quarter (W fr $\frac{1}{2}$ of SW $\frac{1}{4}$) and the East Half of the Southwest Quarter (E $\frac{1}{2}$ of SW $\frac{1}{4}$) of Section Seven (7), Township One Hundred Eleven (111) North of Range Forty-four (44) West of the Fifth (5th) Principal Meridian in Lincoln County, Minnesota EXCEPT that part beginning at the West quarter corner of said Section 7, thence South 88 degrees 13 minutes 27 seconds East, 2,573.03 feet on and along the East-West quarter line to its intersection with the North-South quarter line of said section 7, thence South 00 degrees 15 minutes West, 1,134.92 feet on and along said North-South quarter line of said Section 7, thence North 89 degrees 45 minutes West, 900.01 feet, thence North 00 degrees 00 minutes East 525.09 feet, thence North 55 degrees 46 minutes 36 seconds West, 229.31 feet thence North 88 degrees 14 minutes West, 1000.01 feet, thence North 01 degrees 46 minutes East, 200.01 feet thence North 75 degrees 22 minutes 42 seconds West, 500.01 feet, to a point on the West line of said Section 7, thence North 00 degrees 01 minutes West, 199.51 feet on and along said West line to the West quarter of said Section 7 and the point of beginning

AND

All that part of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Twelve (12), Township One Hundred Eleven (111) North Range Forty-five (45) West of the Fifth (5th) Principal Meridian, which lies East of the railroad right-of-way of the Minnesota-South Dakota Railroad all being in the county of Lincoln, State of Minnesota AND a strip of land 100 feet in width extending over and across the South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$), of Section Twelve (12), Township One Hundred Eleven (111) North Range Forty-five (45) West of the Fifth (5th) Principal Meridian, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the Minnesota and South Dakota Railway Company (now the Chicago and North Western Transportation Company) as said track center line was originally located and established over and across said section Twelve (12)