



## Invoice

**Remit payment to:**

**P.O. Box 278**  
**Fort Pierre, SD 57532**  
**Attn: Billing**  
**605-223-2727**

**Office Location & Contact**

Titles of Dakota  
209 N. Deadwood, P.O. Box 278  
Ft. Pierre, SD 57532  
(605)223-2727  
www.titlesofdakota.com

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**Billed to:**

UC-Advantage Land Co.  
510 Main Ave., Suite 4  
Brookings, SD 57006

**Invoice number:** 20-1243**Invoice date:** October 17, 2020**Please pay before:** November 16, 2020**Our file number:** 20-1243

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**Property:**

N/A  
Highmore, SD 57345  
Hyde County

**Brief legal:** SW1/4 and S1/2NW1/4 of  
29-113-73

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DESCRIPTION	AMOUNT
Search Fee	400.00
<b>Subtotal:</b>	<u>\$ 400.00</u>
<b>Tax:</b>	<u>\$ 26.00</u>
<b>Invoice total amount due:</b>	<u><u>\$ 426.00</u></u>

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Buyer/Borrower: TO BE DETERMINED

Seller: Thomas R. Aasby

Cancellation Fee: \$426.00

Contact: Heather.Stoeser@titlesofdakota.com

## COMMITMENT FOR TITLE INSURANCE

***Transaction Identification Data for reference only:***

Issuing Agent: Titles of Dakota  
Issuing Office: Ft. Pierre, SD  
ALTA® Universal ID: 0002672  
Commitment No.: 20-1243  
Issuing Office File No.: 20-1243  
Property Address: N/A, Highmore, SD 57345

### SCHEDULE A

1. Commitment Date: October 8, 2020 at 08:00 AM
2. Policy to be issued:
  - a. ALTA Owners Policy (06/17/06)  
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below  
Proposed Policy Amount: \$5,000.00
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:  
  
Thomas R. Aasby and Jane R. Aasby
5. The Land is described as follows:  
  
HYDE COUNTY, SOUTH DAKOTA  
  
Township 113 North, Range 73 West of the 5th P.M.  
Section 29: S1/2NW1/4 and SW1/4

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## SCHEDULE A

(Continued)

Heather Stoesser

Heather S. Stoesser  
Title Examiner  
209 N. Deadwood St.  
Ft. Pierre, SD 57532  
605-223-2727

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By

*Mark Biskup*

President

Attest

*David Wold*

Secretary

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AMERICAN  
LAND TITLE  
ASSOCIATION



## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B, PART I Requirements

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. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the land. A loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent herewith when the final amounts are approved.

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## SCHEDULE B

(Continued)

### 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:

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. 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.
4. Easements, or claims of easements, not shown by the public records.
5. 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.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Rights of tenants in possession under the terms of unrecorded leases.
8. The 2019 real estate taxes due and payable in 2020 are due and payable as follows:  
  
S2NW4 of 29-113-73 in the amount of \$553.24 which are PAID IN FULL. (Record #2140)  
SW4 of 29-113-73 in the amount of \$1,288.50 which are PAID IN FULL. (Record #2141)  
  
Subject to real estate taxes for 2020 tax year which are not yet due and payable.
9. RESERVATIONS as contained in that certain Patent, dated June 11, 1907, executed by the United States

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## SCHEDULE B

(Continued)

of America: "Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and to remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted as provided by law."

Recorded November 26, 1909 in Book 3 of Patents, page 333.

10. Conveyance of Easement for Waterfowl Management Rights, executed by and between Louis R. Aasby aka Louis Aasby and Sarah Aasby, to the United States of America, acting by and through the Secretary of the Interior or the Secretary's authorized representative, dated September 18, 1961, and filed for record, December 3, 1964 at 2:00 PM, in Book 18MS, Page 274-275.
11. Easement, given to Basin Electric Power Cooperative, the perpetual right to enter, place, construct, operate, repair, maintain and replace thereon and in or upon all streets, roads or highways abutting said lands described herein, and any mortgages thereon.  
Recorded July 16, 1970 in Book 19MS, Page 426.

NOTE: Multiple mortgages and supplements thereto encumber the aforementioned easements.

End of Schedule B.

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# OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota 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 (6) 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, Old Republic National 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 through the office of:*

Titles of Dakota  
209 N. Deadwood St, PO Box 278  
Ft. Pierre, SD 57532

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

*A Stock Company*

400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

*Heather Stoesser*

Heather S. Stoesser  
Title Examiner  
209 N. Deadwood St.  
Ft. Pierre, SD 57532  
605-223-2727

*Authorized Officer or Agent*

By

*Mark Bilyeu*

President

Attest

*David Wold*

Secretary

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## 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 contains 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/>.



BILL	NAME / ADDRESS / LEGAL	Record #	TOTAL TAX \$	Payment Amounts	Paid Interest \$	Paid Adv/Cert	Paid Date	Treasurer Receipt #	Amount Owed
12	THOMAS R & JANE R AASBY	2140	553.24	1st	276.62	.00	.00 03/11/2020	473	
2020 1	16107 SPRING VALLEY CT		TOM AASBY						
	PIEDMONT SD 57769-								
	34-2 29 113 73			2nd	276.62	.00	.00 09/28/2020	4414	
			TOM AASBY						
	S2 OF NW4 29-113-73 80.00 ACRES								
	Acres: 80.00 Total Taxable Value: 98,092.00								
13	THOMAS R & JANE R AASBY	2141	1,288.50	1st	644.25	.00	.00 03/11/2020	474	
2020 1	16107 SPRING VALLEY CT		TOM AASBY						
	PIEDMONT SD 57769-								
	34-2 29 113 73			2nd	644.25	.00	.00 09/28/2020	4415	
			TOM AASBY						
	SW4 29-113-73 160.00 ACRES								
	Acres: 160.00 Total Taxable Value: 228,455.00								
GRAND TOTAL:				1,841.74		# OF PARCELS:		2	
				Original Taxes Due	Taxes Paid	Interest Paid	Advertising /Cert. Paid	Grand Total Paid	
				1,841.74	1,841.74	.00	.00	1,841.74	

 <b>OLD REPUBLIC TITLE</b>	
<b>FACTS</b>	<b>WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?</b>

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> — to offer our products and services to you	<b>No</b>	<b>We don't share</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	<b>No</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>
<b>For non-affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

	Go to <a href="http://www.oldrepublictitle.com">www.oldrepublictitle.com</a> (Contact Us)
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## Who we are

<b>Who is providing this notice?</b>	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.
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## What we do

<b>How does Old Republic Title protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a>
<b>How does Old Republic Title collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> for your rights under state law.</p>

## Definitions

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i></li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn't jointly market.</i></li> </ul>

Affiliates Who May be Delivering This Notice				
American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	Kansas City Management Group, LLC	L.T. Service Corp.
Lenders Inspection Company	Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.
Old Republic National Commercial Title Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.
Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.
RamQuest Software, Inc.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	The Title Company of North Carolina
Trident Land Transfer Company, LLC				