

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

Authorized Officer or Agent

President

Mark Wold s

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.
- 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/.





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.: 21-1487
Issuing Office File No.: 21-1487

Property Address: NA, Highmore, SD 57345

SCHEDULE A

Commitment Date: November 22, 2021 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:

Ivan R. Weber and Donita K. Weber as Co-Trustees of the Joint Revocable Trust of Ivan R. Weber and Donita K. Weber dated October 22, 2020

5. The Land is described as follows:

Township 110 North, Range 72 West of the 5th P.M., Hyde County, South Dakota

Section 1: N1/2NE1/4 (ada Lots 1 and 2)

Township 111 North, Range 72 West of the 5th P.M., Hyde County, South Dakota

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SCHEDULE A

(Continued)

Section 27: W1/2; and SE1/4

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

Heather S. Stoeser Title Examiner

209 N. Deadwood St.

Ft. Pierre, SD 57532

605-223-2727

Attest Douil Wold Secretary

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COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

- 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.
- 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.
- 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:

- 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.
- Rights or claims of parties in possession not shown by the public records.
- 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.
- 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.
- Rights of tenants in possession under the terms of unrecorded leases.
- 8. Exceptions, reservations, and restrictions contained in patents and deeds from any government entity.
- 9. Any right, title or interest in any minerals, mineral rights, or related matters, or rights of access and egress, including but not limited to oil, gas, coal, and other hydrocarbons.
- 10. The land shall not be deemed to include any house trailer, manufactured home, mobile home or mobile dwelling on the land.

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SCHEDULE B

(Continued)

- Rights of tenants in possession under the terms of unrecorded leases.
- 12. Section line highways by operation of law, South Dakota Code 31-18-1, and unrecorded underground easement, if any.
- 13. The 2020 real estate taxes due and payable in 2021 are due and payable as follows:

NW4 of 27-111-72 in the amount of \$1,207.66 which are PAID IN FULL. (Record #1033) SW4 of 27-111-72 in the amount of \$3,388.00 which are PAID IN FULL. (Record #1034) SE4 of 27-111-72 in the amount of \$1,395.10 which are PAID IN FULL. (Record #1035) N2NE4 of 1-110-72 in the amount of \$658.42 which are PAID IN FULL. (Record #466)

Subject to real estate taxes for 2021 tax year which are not yet due and payable.

- Mortgage from Ivan R. Weber and Donita K, Weber as Co-Trustees of the Joint Revocable Trust of Ivan R. Weber and Donita K. Weber dated to Heartland State Bank, Highmore, SD, dated in the principal sum of plus interest.
- Mortgage Collateral Real Estate Mortgage, executed by Ivan R. Weber and Donita K. Weber as Co-Trustees of the Joint Revocable Trust of Ivan R. Weber and Donita K. Weber dated Heartland State Bank, Highmore, SD, dated in the principal sum of plus interest.
- 16. LOCATION NOTICE DRY DRAW Affecting NW1/4NW1/4 of 27-111-72. Recorded July 23, 1955 as Misc File # 3358. Affecting NW1/4SE1/4 of 27-111-72. Recorded October 23, 1974 as Misc. File #4139.
- 17. Right of Way Easement, granted to Mid-Dakota Rural Water System, Inc., Grants a perpetual easement. Recorded August 3, 1999 in Book E-3, page 93.
- 18. Well and Waterline Easement Agreement, dated December 14, 2012, executed by Durward Ratzlaff, to convey and release the right of way for the sole purpose of said well and waterline over and across the described property of. NW1/4 of 26-111-72 and NE1/4 of 27-111-72 over the W1/2 of 27-11-72. Recorded March 6, 2013 in Book 33 MS, Page 154.

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SCHEDULE B

(Continued)

End of Schedule B.

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TAXPAYER STATEMENT HYDE COUNTY TREASURER

412 COMMERCIAL AVE SE HIGHMORE, SD 57345

605-852-2510 HYDETREAS@VENTURECOMM.NET

AS OF 11/30/2021

Tax

Year	Yr Due/Bill#			Taxpayer Name	Town / Township	Taxes	Interest	Adv/Crt	TOTAL
2020	2021-1-4134		IVAN R & C	DONITA K WEBER JT REVOC TRUST	EAGLE	1,207.66	.00	.00	.00
RE	C# 1033 2	7	111 72	NW4 27-111-72 160,00 ACRES					
2020	2021-1-4136		IVAN R & C	OONITA K WEBER JT REVOC TRUST	EAGLE	1,395.10	.00	.00	.00
RE	C# 1035 2	7	111 72	SE4 27-111-72 160.00 ACRES					
					-				
					TOTAL TAXES OWING:	2,602.76	.00	.00	.00

TAXPAYER STATEMENT HYDE COUNTY TREASURER

412 COMMERCIAL AVE SE HIGHMORE, SD 57345

605-852-2510 HYDETREAS@VENTURECOMM.NET

AS OF 11/30/2021

Year Yr Due/Bill#	Taxpayer Name	Town / Township	Taxes	Interest	Adv/Crt	TOTAL
2020 2021-1-4135	IVAN R & DONITA K WEBER JT REVOC TRUST	EAGLE	3,388.00	.00	.00	.00
REC# 1034 27	111 72 SW4 27-111-72 160.00 ACRES					
		TOTAL TAXES OWING:	3.388.00	.00	.00	.00

12/01/2021

HYDE COUNTY TREASURER TAX RECEIPTS HISTORY

Page 1

BILL	NAME	/ ADDRES	S / LEG	GAL			Record #	TOTAL TAX \$	_	Payment Amounts	Paid Interest \$	Paid Adv/Cert	Paid Date	Treasurer Receipt #	Amount Owed
4133 IVAN	R & DON	ITA K WE	BER JT	r REVOC	TRUST		466	658.42	1st	329.21	.00	.00	04/27/2021	2367	
2021	1 20650	335TH AV	E				DONI	TA WEBER							
	HIGHM	MORE SD	57345	-											
	34-2	1		110	72				2nd	329.21	.00	.00	11/01/2021	7058	
							DONI	TA WEBER							
	N2 O	F NE4 AD	A LOTS	S 1 & 2 1-	110-72 79.	57 ACRES									
	Acres:	79.57	Tot	al Taxable	Value:	115,474.00									

GRAND TOTAL: 658.42 # OF PARCELS: 1

Original
TaxesTaxesInterest
PaidAdvertising
/Cert. PaidGrand
Total Paid658.42658.42.00.00658.42



FACTS

WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	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.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	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?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Go to www.oldrepublictitle.com (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do					
How does Old Republic Title protect my personal information?	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 https://www.oldrepublictitle.com/privacy-policy				
How does Old Republic Title collect my personal information?	 We collect your personal information, for example, when you: Give us your contact information or show your driver's license Show your government-issued ID or provide your mortgage information Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies. 				
Why can't I limit all sharing?	 Federal law gives you the right to limit only: Sharing for affiliates' everyday business purposes - information about your creditworthiness Affiliates from using your information to market toyou Sharing for non-affiliates to market toyou State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law. 				

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • 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.
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • Old Republic Title does not share with non-affiliates so they can market to you
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • Old Republic Title doesn't jointly market.

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				