# ALTA COMMITMENT FOR TITLE INSURANCE

Issued by OLD REPUBLIC NATIONAL 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 EXTRACONTRACTUAL 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, Old Republic National Title Insurance Company, a Florida 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 Amount of Insurance 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.

***Issued through the Office of:***

**McPHERSON COUNTY ABSTRACT & TITLE COMPANY, INC.**
***P. O. Box 315, Herreid, SD 57632***
***(605) 437-2222***

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**
*A Stock Company*
*1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607*
*(612) 371-1111* *www.oldrepublictitle.com*

By _____ President

Attest _____ Secretary

_____
*Authorized Officer or Agent*

*This page is only a part of a 2021 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.*

## COMMITMENT CONDITIONS

1. DEFINITIONS

   a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

   b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

   c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

   d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

   e. "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.

   f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.

   g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

   h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

   i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

   j. "Title": The estate or interest in the Land identified in Item 3 of 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; and

   f. Schedule B, Part II—Exceptions; and

   g. a counter-signature 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 is not 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 is not 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.

c. The Company is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

e. The Company is not liable for the content of the Transaction Identification Data, if any.

f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6.** LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. 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 IS 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 closing, settlement, escrow, or any other purpose.

**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.** CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

# OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY and McPHERSON COUNTY ABSTRACT & TITLE COMPANY

# PRIVACY 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 Old Republic National Title Insurance Company and McPherson County Abstract & Title Company.

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: **McPherson County Abstract & Title Company, Inc.**

Issuing Office Address: **P. O. Box 315, Herreid, SD 57632**

Issuing Office File Number: **M-3512**

Property Address: **Rural McPherson County, South Dakota**

Loan ID Number: **N/A**

# SCHEDULE A

## COMMITMENT

1. Commitment Date: **September 22, 2025, at 7:30 A.M.**

2. Policy to be issued:

   a. **2021 ALTA® Owner's Policy**

      Proposed Insured: **TO BE DETERMINED AT PUBLIC SALE**

      Proposed Amount of Insurance: **$10.00**

      The estate or interest to be insured: **FEE SIMPLE**

   b. 2021 ALTA® Loan Policy

      Proposed Insured:

      Proposed Amount of Insurance:

      The estate or interest to be insured:

3. The estate or interest in the Land at the Commitment Date is:

   **FEE SIMPLE**

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

   **Mark B. Kirschenman.**

5. The Land is described as follows:

   **Gov't. Lots One (1) and Two (2) and the East Half of the Northwest Quarter (E1/2NW1/4), [also described as the Northwest Quarter (NW1/4)] of Section Thirty-one (31) in Township One Hundred Twenty-five (125) North of Range Seventy-one (71) West of the Fifth P.M., and the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section Thirty-six (36) in Township One Hundred Twenty-five (125) North of Range Seventy-two (72) West of the Fifth P.M., all in McPherson County, South Dakota.**

# SCHEDULE B I
## COMMITMENT

### REQUIREMENTS

Issuing Office File Number: **M-3512**

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. Please prepare the conveyance(s) to the proposed purchaser(s) in such a manner as to eliminate any possible spousal homestead rights issues. The conveyance(s) must identify the grantor(s) named therein as 'husband and wife' or as 'a married couple' or as 'single' where appropriate. If Mark B. Kirschenmann is married, and his spouse will not join in the conveyance(s) to the proposed purchaser(s), the conveyance(s) must include an appropriate homestead disclaimer.

6. This Commitment is issued with the understanding that the name(s) of the purchaser(s) of the property described on Schedule A herein and the purchase price of said property is yet to be determined. This Commitment is issued subject to any liens which may appear of record against the said unknown purchaser(s).

# SCHEDULE B II
# COMMITMENT

## EXCEPTIONS FROM COVERAGE

Issuing Office File Number: **M-3512**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions 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. 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.*
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. (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.*
7. 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.*
8. Any Service, installation or connection charge for sewer, water or electricity.*
9. 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 2, 3, 4, 5, 6, 7, 8 and 9 will not appear as printed exceptions on extended coverage policies, except as to such parts thereof which may be typed as a Special Exception.

Special Exceptions:

1. Anything to the contrary herein notwithstanding, the land described on Schedule A herein shall not be deemed to include any 'manufactured home', house trailer or mobile home standing on said premises.

2. Coverage of the Policy to be issued will extend only to filings in the records of the Register of Deeds, Treasurer and Clerk of Courts of McPherson County, South Dakota. Search was not made for Financing Statements filed but not recorded with the Register of Deeds, or for filings in the Central Filing Office of the Secretary of State of South Dakota, and any Financing Statements filed in those offices are not covered by this Commitment or the Policy to be issued.

3. The first installment of the 2024 Real Estate Taxes, in the amount of $863.53, has been paid. The second installment of the 2024 Real Estate Taxes, also in the amount of $863.53, is unpaid and is a lien, but not delinquent if paid prior to November 1, 2025. Tax Record Nos. 4068 and 4998.

4. Real Estate Taxes for the year 2025 are a lien, but not yet due or payable.

5. A Collateral Real Estate Mortgage by Mark B. Kirschenman (no marital status shown) to Great Western Bank, 202 W. Hwy 38, PO Box 400, Hartford, SD 57033, to secure the principal amount of $100,000.00, dated February 2, 2017, filed February 21, 2017 at 1:14 P.M. and recorded in Book 112, Mortgages, page 0155, covering all of the lands described on Schedule A herein. Tanya Spillum Kirschenman also signs and acknowledges this Mortgage, but is not named as a grantor and is not identified as the spouse of Mark B. Kirschenman.

   The lien of the above mortgage has been extended by the filing of an Addendum to Collateral Real Estate Mortgage by Great Western Bank, dated January 4, 2022, filed January 5, 2022 at 11:41 A.M. and recorded in Book 116, Mortgages, page 003.

6. An Assignment of Rents by Mark B. Kirschenman (no marital status shown) to Great Western Bank, 202 W. Hwy 38, PO Box 400, Hartford, SD 57033, dated February 2, 2017, filed February 21, 2017 at 1:30 P.M. and recorded in Book 40AS, page 0086, covering all of the lands described on Schedule A herein. Tanya Spillum Kirschenman also signs and acknowledges this Assignment of Rents, but is not named as a grantor and is not identified as the spouse of Mark B. Kirschenman.

   NOTE: The amount due under the above security instruments may be obtained from the holder of the indebtedness.

7. Any rights in and to the NE1/4NE1/4 of Sec. 36, in Twp. 125-72, including but not limited to all mineral rights and interests, which may remain vested in the State of South Dakota, its successors or assigns, and not conveyed by means of that certain Patent from the State of South Dakota, grantor, dated May 24, 1943, filed October 23, 1946 at 1:00 P.M. and recorded in Book 58, Patents, page 7.

8. An Electric Line Right of Way Easement granted to FEM Electric Association, Inc., dated June 24, 2011, filed August 18, 2011 at 11:00 A.M. and recorded in Book 7E, pages 162-163, granting the right to enter upon all of the lands described on Schedule A herein, and to construct, operate, maintain, repair, improve and remove a distribution line or system.

   NOTE: No examination has been made of the estates created under the instruments referred to in Special Exception Nos. 7 and 8, above.

9. Any spousal homestead rights which may exist, in and to any of the lands described on Schedule A herein. SEE REQUIREMENT NO. 5 OF SCHEDULE B-I.

10. Statutory easement for highways and rights of way along section lines bounding or within all of the lands described on Schedule A herein, and right-of-way for highways and road purposes as may be established across said premises.

    END OF SCHEDULE B