



245 N. Main Street * PO Box 459 * Spearfish, SD 57783
Phone (605) 642-7304 * Fax (605) 642-7608
E-mail: orderslawrence@bhtitle.com
E-mail: closingslawrence@bhtitle.com

Office File No.: 89000

Date: May 26, 2021

Parties: Nagel to Futch

INVOICE

Services Rendered (CTIC)

2006 ALTA Standard Owners Policy \$46,000.00	\$317.00
Less Reissue Credit	<u>-\$40.00</u>

Invoice Total: \$277.00

Additional settlement charges if applicable:

Recording Fees: (\$30/document)
Closing Fee: (\$639.00)

Customers:

Penny Doering (L)
Re/Max in the Hills
pennydoering1@gmail.com

Black Hills Title, Inc.
245 N. Main, PO Box 459, Spearfish, SD 57783
closingslawrence@bhtitle.com

Christina Singer (S)
Keller Williams Realty Black Hills (Spearfish)
csinger@kw.com

Thank you!



**COMMITMENT FOR TITLE INSURANCE
Issued by
CHICAGO 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.

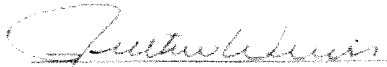
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, CHICAGO 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 Policy Amount and the name of the Proposed Insured.

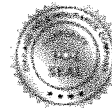
If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

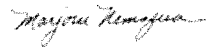
Issued By:


Authorized Countersignature

Black Hills Title, Inc.
245 N. Main Street
Spearfish, SD 57783-0459
Tel:




President


Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by CHICAGO 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.

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; 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 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.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not

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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.

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY

Chicago Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Black Hills Title, Inc.
Issuing Office: 245 N. Main Street, Spearfish, SD 57783-0459
Issuing Office's ALTA® Registry ID: 1015746
Loan ID Number:
Commitment Number: 89000
Issuing Office File Number: 89000
Property Address: TBD Maitland Rd., Lead, SD 57754
Revision Number:

1. Commitment Date: May 21, 2021 at 8:00 A.M.

2. Policy to be issued:

Proposed Policy Amount

(a) 2006 ALTA Owner's Policy Standard

\$46,000.00

Proposed Insured: Josh Futch

(b) 2006 ALTA Loan Policy

Proposed Insured:

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:

Terry R. Nagel and Dyan E. Nagel, husband and wife as joint tenants with right of survivorship and not as tenants in common.

5. The Land is described as follows:

Lot 7 of Hansen Subdivision of Lot 116 of Mineral Survey Nos. 1652 and 1812 located in Section 12, T5N, R2E, BHM, Lawrence County, South Dakota, according to Plat Document No. 79-2791.

Chicago Title Insurance Company


Authorized Countersignature

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File No. 89000

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 1



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I**

ISSUED BY
Chicago Title Insurance Company

Requirements

File No.: 89000

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. Record Release(s) or Satisfaction(s) of the items on Schedule B – Section Part II (Exceptions) which are not to appear on the policy.
6. The Title Company requires a Seller's Affidavit to be signed and returned to the Title Company.
7. Documents Satisfactory to the Title Company creating the interest in the land and/or mortgage to be insured that must be signed, delivered and recorded, including (without limitation) the following:
 - Warranty Deed, executed by Terry R. Nagel and Dyan E. Nagel a/k/a Dyan D. Nagel and spouse (if any) or waiver of homestead conveying subject property to Josh Futch.

Notes for General Purposes:

- * Endorsements to be issued with loan policy: None
- * Exceptions 1 thru 7 on Schedule B Part II will be deleted on Extended Coverage Policies, unless the requirements as listed above are not met to the satisfaction of the Title Company.

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ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 1



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
Chicago Title Insurance Company

Exceptions

File No.: 89000

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 and not shown by the Public Records 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. The 2021 real estate taxes and/or any special assessments, a lien, not yet due and payable.

The 2020 real estate taxes payable in 2021 are as follows:

1st half due by April 30, 2021: \$229.38, paid in full
2nd half due by October 31, 2021: \$229.38, paid in full
Tax Parcel ID # 26680-01652-000-75.

9. Declaration of Covenants and Restrictions by Hansen Enterprises recorded in Document No. 80-1062. Provisions, if any, based on race, color, religion, sex, handicap, familial status or national origin are omitted.

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File No. 89000

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 2



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
Chicago Title Insurance Company

Exceptions

10. Revised Declaration of Covenants and Restrictions for Hansen Subdivision recorded in Document No. 85-1765.
11. The terms, conditions and stipulations of the Easement for right of use as means of ingress and egress to and from Grantee's land located in SE of Lot 116 M.S. 1812 and 1652 all present roads and trails located across Lot 116 as set out in Document No. 79-131.
12. 25' setback line and highway right of way as shown on Plat in Document No. 79-2791.
13. Any Claim, right, title or interest of Oil, Gas, Coal, Hydrocarbons, Fossils, Sand, Gravel and/or Mineral Reservations and any right-of-ways for ingress and egress for the exploration and/or removal of Oil, Gas, Coal, Hydrocarbons, Fossils, Sand, Gravel and/or Minerals and/or any open leases (if any) for such reservations.
14. Reservations and/or Exceptions in Patents and/or in Acts authorizing the issuance of Patents from the United States of America and/or the State of South Dakota, as recorded in the Register of Deeds, Lawrence County, South Dakota.
15. Any claim or right of claim in and to any homeowners/condo association dues/fees and/or unpaid utility, water and/or sewer services or fees for tree, weeds, grass and/or snow removal.

We find no poor, state or federal tax liens or judgments of record in the offices of the Register of Deeds or Clerk of Courts of the County and State listed in Schedule A, against the following names if title is vested in them:

Josh Futch

Except as specifically set out above (if any).

This policy report does not include a search for financing statements filed in the office of the Secretary of State, or in a county other than the county wherein the premises are situated, and no liability is assumed if a financing statement is filed in the Register of Deeds, covering timber, growing crops, or fixtures, wherein the land is described other than by metes and bounds, the rectangular survey system or by recorded lot and block.

Title policy will issue subject to the above exceptions and to any other liens, encumbrances or instruments that may be placed of record subsequent to the date of this report.

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ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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Congratulations – you are one step closer to completing your transaction!

Thank you for allowing Black Hills Title to help you during the settlement process. Here are two important services you will be receiving from our company:

1. Title service

We search and review public records and legal documents related to your property before you buy. We provide title insurance that gives you peace of mind, reduces your risk and helps to protect you and your property rights.

2. Closing service

We act as a neutral third party to communicate with all parties involved in the transaction to make sure all the terms of your contract are met.

If you have any questions about the transaction, owner's title insurance or the settlement process along the way, please do not hesitate to contact us. We look forward to working with you.



Please be aware that wire fraud is rampant in the marketplace. Buyers and sellers of real estate are being targeted routinely by hackers emailing fake wiring instructions. Black Hills Title will not reach out to you regarding wiring funds prior to closing. If you receive a suspicious email please call our office to confirm the validity of its contents.

Sincerely,

The Team at Black Hills Title
www.BlackHillsTitle.com

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES THE Black Hills Title, Inc. DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Black Hills Title, Inc. , and its affiliates (" N/A "), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Black Hills Title, Inc. , need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices

How often do/does Black Hills Title, Inc. notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does Black Hills Title, Inc. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does Black Hills Title, Inc. collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: Black Hills Title, Inc. , 245 N. Main Street, PO Box 459, Spearfish, SD 57783