

40 ACRES

TURNER COUNTY LAND

- THURSDAY, JANUARY 20TH AT 10:30AM -



MARLENE
MANDLER
FAMILY
★ ★ ★



"We Sell The Earth And Everything On It!"
800.251.3111 | Marion, SD | WiemanAuction.com
Wieman Land & Auction Inc., 44628 SD HWY 44, Marion SD 57043

40 ACRES TURNER COUNTY FARMLAND

AUCTION

We will sell the following farmland at auction, indoors at the Wieman Auction Facility at 44628 SD Hwy 44, located from Marion SD, 1 South and ½ West on

THURSDAY, JANUARY 20TH 10:30 AM

Land is located from Marion SD, 3 miles South & 1 mile West

This tract consists of 40 (+ or -) acres of unimproved farmland. The FSA Office indicates that it has 35.73 acres tillable and the balance in low ground, ditches and road right-of-way. The predominate soil types are Clarno-Crossplain-Davison Complex and Tetonka Silt Loam and it has a 81.3 soil productivity rating. The land lays generally level, but does have several waterways passing through it. The land is being sold subject to the existing lease for 2022. The new buyer will receive \$6600. in lease payments, half in the spring and half in the fall. The annual real estate taxes are \$996.30. We invite you to view this property at your convenience. For buyer info packet, visit our website at www.wiemanauktion.com or call 605-648-3111 and we will send one to you.

LEGAL: The SE ¼ of the SE ¼ of Section 24-99-55, Turner County, South Dakota

TERMS: Cash Sale with a 15% downpayment the day of the sale and the balance on February 28, 2022. Title Insurance will be utilized with cost split 50/50 between buyer and seller. Warranty Deed will be provided. Landlord's possession granted at closing. Sellers will pay the 2021 RE Taxes due and payable in 2022. Buyers to pay the 2022 RE Taxes. Sold subject to confirmation by the owners. Wieman Land & Auction Co., Inc. is representing the sellers in this transaction. No Buyer Brokerage offered on this transaction.

MARLENE MANDLER FAMILY, OWNERS

Karlyn Kapfenstein, Monte Mandler & Nick Mandler

Wieman Land & Auction Co., Inc.

Rich, Kevin, Mike, Ryan & Derek Wieman

and Nathan Timmermans, Brokers

Marion SD 605-648-3111

Aerial Map



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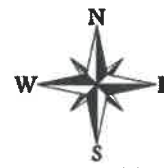
Map Center: 43° 22' 45.22, -97° 17' 24.12



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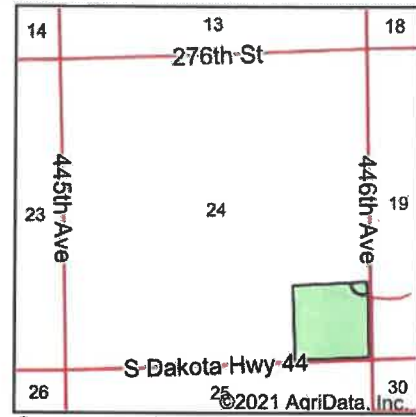
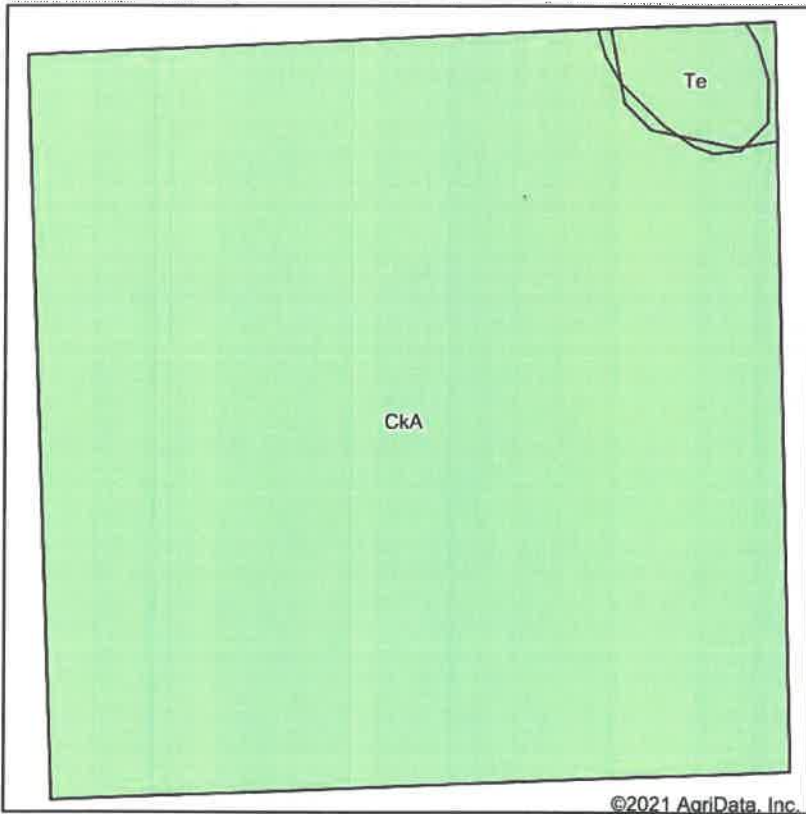
Field borders provided by Farm Service Agency as of 5/21/2008.

24-99N-55W
Turner County
South Dakota



12/10/2021

Soils Map



State: **South Dakota**
 County: **Turner**
 Location: **24-99N-55W**
 Township: **Rosefield**
 Acres: **36.88**
 Date: **12/10/2021**



Maps Provided By:



Soils data provided by USDA and NRCS.

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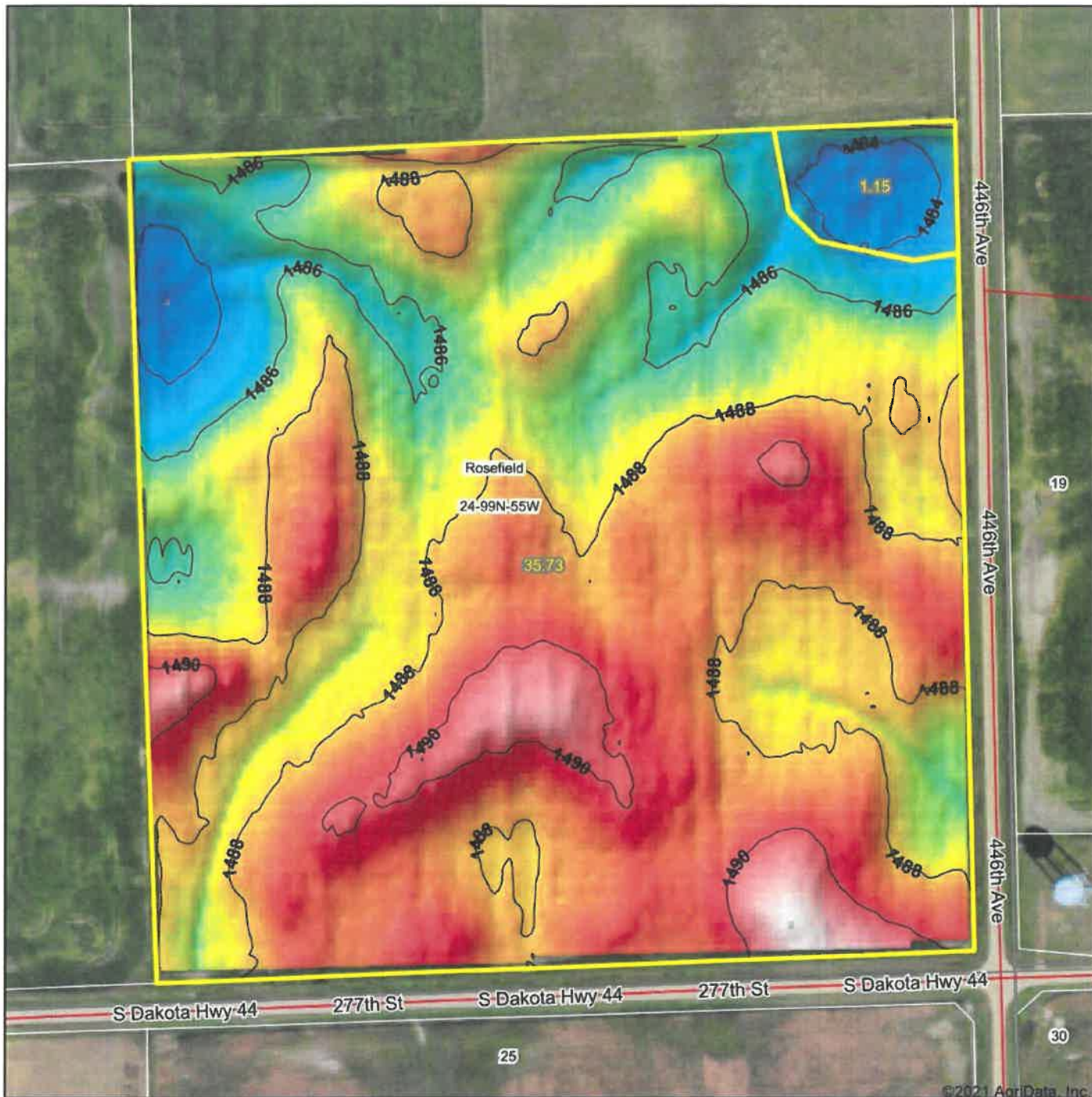
Area Symbol: SD125, Soil Area Version: 23

Code	Soil Description	Acres	Percent of field	Non-Irr Class *c	Productivity Index
CkA	Clarno-Crossplain-Davison complex, 0 to 2 percent slopes	35.83	97.2%	IIc	82
Te	Tetonka silt loam, 0 to 1 percent slopes	1.05	2.8%	IVw	56
Weighted Average				2.06	81.3

*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.

Topography Hillshade



Maps Provided By:



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Field borders provided by Farm Service Agency as of 5/21/2008.

Source: USGS 3 meter dem
Interval(ft): 2

Min: 1,483.1

Max: 1,491.9

Range: 8.8

Average: 1,487.7

Standard Deviation: 1.61 ft

0ft 240ft 480ft



12/10/2021

24-99N-55W
Turner County
South Dakota

map center:43° 22' 45.22, -97° 17' 24.12

NOT

- (M) Wetland
- (FM) Ditched or tilled prior to 12-23-85 but still wetland
- (PC) Converted Wetland prior to 12-23-85
- (CM) Converted Wetland after 12-23-85
- (---) Ditched prior to 12-23-85
- (---) Tiled prior to 12-23-85
- (---w---) Wetland in a channel



Tract Number : 1964
Description : SESE 24 99 55
FSA Physical Location : SOUTH DAKOTA/TURNER
ANSI Physical Location : SOUTH DAKOTA/TURNER
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : MARLENE MANDLER
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
36.88	36.88	36.88	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	36.88	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Com	16.80	0.00	125
Soybeans	18.90	0.00	27
TOTAL	35.70	0.00	

NOTES




Issuing Agent: Turner County Title Company
Issuing Office File Number: 21-TI-13513

SCHEDULE A

- 1. Commitment Date: December 21, 2021 at 07:30 AM
- 2. Policy or policies to be issued:
 - a. ALTA Own. Policy (08/01/16)
 Standard Coverage Extended Coverage
 Proposed Insured: TO BE DETERMINED
 Proposed Policy Amount: \$ 1,000.00
 - b. ALTA Loan Policy (08/01/16)
 Standard Coverage Extended Coverage
 Proposed Insured:
 Proposed Policy Amount: \$ 0.00
- 3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
- 4. Title to the estate or interest in the Land is at the Commitment Date vested in Karlyn Kapfenstein, a married person and Monte Mandler, a married person and Nick Mandler, a married person as tenants in common subject to the life estate interest of Marlene Mandler.
- 5. The Land is described as follows:
 The Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section Twenty-Four (24), Township Ninety-Nine (99) North, Range Fifty-Five (55) West of the 5th P.M., Turner County, South Dakota.

DAKOTA HOMESTEAD TITLE INSURANCE COMPANY

By: 
Turner County Title Company

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

SCHEDULE B, PART I
Requirements

File Number: 21-TI-13513

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 COMPANY requires that a Warranty Deed be executed and recorded conveying title from Marlene Mandler, Karlyn Kapfenstein, Monte Mandler and Nick Mandler to the purchaser of the property. The spouses of Marlene Mandler, Karlyn Kapfenstein, Monte Mandler and Nick Mandler are not disclosed by public records, however, their homestead interest must be extinguished at time of conveyance by joining vestees in the conveyance or by reciting in deed of conveyance a separate disclaimer of homestead rights.
6. THE COMPANY requires the Life Estate Interest of Marlene Mandler be terminate of Record.
7. THE Company has been advised that Marlene Mandler may not be legally competent to execute the Warranty Deed and transfer and terminate her interest in the insured land. If Marlene Mandler is not competent, the Company requires it be submitted for its review a current and effective durable Power of Attorney that appoints an Attorney in Fact to act on her behalf in connection with the proposed transaction or, if no such POA exists, that a Conservator be judicially appointed in order to act on her behalf in connection with the proposed transaction. If it is believed that Marlene Mandler is competent to engage in the proposed transaction, the Company will require a current signed letter of competency from a physician (MD or DO) familiar with Marlene Mandler's current physical and mental conditions that verifies Marlene Mandler is legally competent to engage in the proposed transaction.
8. THE COMPANY requires the enclosed South Dakota Data Breach Notification Law Compliance Forms be completed by the Sellers/ Buyers/ Mortgagees and returned to our office. NOTE: This will be provided at time of Closing.
9. The enclosed Affidavit of Sellers as to Liens and Encumbrances must be completed, signed and returned to our office. NOTE: This will be provided at time of Closing.
10. The enclosed Seller's and Purchaser's Affidavits must be completed and returned to our office. NOTE: This will be provided at time of Closing.
11. The enclosed Non-Residential Affidavit must be completed, signed and returned to our office. NOTE: This will be provided at time of Closing.
12. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land. We may make additional requirements and exceptions.
13. THE COMPANY requires the complete "MAILING" address of the Buyers so that we may issue their final policy to them.

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SCHEDULE BI & BII
(Continued)

File Number: 21-TI-13513

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:

- A. 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
- B. General Exceptions:
1. Rights or claims of parties in possession not shown by the public records.*
 2. 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.*
 3. Easements, or claims of easements, not shown by the public records.*
 4. 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.*
 5. (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.*
 6. 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.*
 7. Any Service, installation or connection charge for sewer, water or electricity.*
 8. 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 1, 2, 3, 4, 5, 6, 7 and 8 will not appear as printed exceptions on extended coverage policies, except as to such parts thereof which may be typed as a Special Exception.

- C. Special Exceptions:
1. Any change in title occurring subsequent to the effective date of this Commitment and prior to the date of issuance of the final title policy.
 2. SUBJECT to the Life Estate of Marlene Mandler, a single person, in and to the insured land.
 3. RIGHT-OF-WAY EASEMENT, dated June 11, 1984, filed June 18, 1984 @ 1:30 P.M. and recorded in Book 37 of Misc., page 232, Turner County Records, grants unto TM Rural Water District, its successors and assigns, a perpetual easement in conjunction with the operation of a rural water system over, under, across and through the SE 1/4 SE 1/4 Sec 24-99-55.

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SCHEDULE BI & BII
(Continued)

File Number: 21-TI-13513

4. VESTED DRAINAGE RIGHT FORM, dated January 16, 1991, filed June 17, 1991 @ 8:55 A.M. and recorded in Book 40 of Misc., page 220, Turner County Records, claims the right of drainage from the SE 1/4 SE 1/4 Sec 24-99-55 through scrapper ditches onto the SW 1/4 SE 1/4 Sec 24-97-55.
5. VESTED DRAINAGE RIGHT FORM, dated June 25, 1992, filed June 26, 1992 @ 9:10 A.M. and recorded in Book 41 of Misc., page 554, Turner County Records, claims the right of drainage from the W 1/2 NE 1/4 and E 1/2 NW 1/4 Sec 25-99-55 through drainage ditches onto the Sec 24-97-55.
6. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land. We may make additional requirements and exceptions.
7. THIS COMMITMENT shall be effective only when the identity of the Proposed Insured and the amount of 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.
8. REAL ESTATE TAXES for the year 2021 and subsequent years which constitute a lien but are not due and payable. Real Estate Taxes for the year 2020 payable in 2021 in the total amount of \$996.30 are paid in full. Parcel ID#: 14000-09955-24420
9. Note: Coverage of this Commitment extends only to filings in the records of the Register of Deeds, Treasurer and Clerk of Courts of Turner County. Search was not made of filings in the Central Filing Office of the Secretary of State of South Dakota, and any filings in that office are not covered by this Commitment.

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TURNER COUNTY LAND

**THURSDAY,
JANUARY 20TH
AT 10:30AM**

*Auction held indoors
at the Wieman Auction
Facility near Marion, SD.*

Wieman Land &
Auction Co. Inc

TERMS: Cash Sale with a 15% downpayment the day of the sale and the balance on February 28, 2022. Title Insurance will be utilized with cost split 50/50 between buyer and seller. Warranty Deed will be provided. Landlord's possession granted at closing. Sellers will pay the 2021 RE Taxes due and payable in 2022. Buyers to pay the 2022 RE Taxes. Sold subject to confirmation by the owners. Wieman Land & Auction Co., Inc. is representing the sellers in this transaction. No Buyer Brokerage offered on this transaction.



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