

STATEMENT OF LEGAL ISSUES

1. Whether the trial court erred in ruling that SDCL 15-6-6(a) enlarged the Redemption Period and, therefore, that Dacotah Bank's Supplemental Notice of Redemption complied with SDCL 21-49-30 and SDCL 21-49-38.

The trial court ruled that SDCL 15-6-6(a) applied to and enlarged the Redemption Period and, therefore, Dacotah Bank's Supplemental Notice of Redemption complied with SDCL 21-49-30 and SDCL 21-49-38.

2. Whether the trial court erred in ruling that the doctrine of substantial compliance was available to Dacotah Bank as a matter of law under the Act.

The trial court ruled that the doctrine of substantial compliance was available to Dacotah Bank under the Act.

3. Whether the trial court erred in ruling that Dacotah Bank's Notice of Redemption and/or Supplemental Notice of Redemption substantially complied with the requirements of SDCL 21-49-34.

The trial court ruled that Dacotah Bank's Notice of Redemption and/or Supplemental Notice of Redemption substantially complied with SDCL 21-49-34.

4. Whether the trial court erred when it failed to award Hubbel interest on the Purchase Price from and after service of the Notice of Redemption and her loan origination fee, as an alternative to her request for the issuance to her of the Sheriff's Deed.

The trial court did not grant Hubbel her alternative request for interest on the Purchase Price from and after service of the Notice of Redemption or her loan origination fee.