

**105[±]
acres**

*offered in 8 tracts
from 8[±] to 22[±] acres*



INFORMATION *Booklet*

Le Flore County
LAND AUCTION
Multiple Building Sites, Recreational & Pasture Land

near Wister, OK

Tuesday, May 23 at 2pm

held at the Donald W. Reynolds Community Center, Poteau, OK • online bidding available

DISCLAIMER

All information contained is believed to be accurate and from accurate resources. However, buyers are encouraged to do their own due diligence. Schrader Auction Company assumes no liability for the information provided.

**AUCTION
MANAGER**

BRENT WELLINGS • 972-768-5165 • brent@schraderauction.com



950 N. Liberty Dr., Columbia City, IN 46725
800.451.2709 | 260.244.7606 | www.schraderauction.com

Follow us and download our new Schrader iOS app



BOOKLET INDEX



Real Estate Auction Registration Forms

Tract Descriptions & Auction Terms

Location Map

Tract Map

Topographic Map

Tax Statements

Title Commitment

Property Photos



BIDDER PRE-REGISTRATION FORM

TUESDAY, MAY 23, 2017
105 ACRES – WISTER, OKLAHOMA

This form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725
Fax # 260-244-4431, no later than Tuesday, May 16, 2017.

BIDDER INFORMATION

(FOR OFFICE USE ONLY)

Name _____

Bidder # _____

Address _____

City/State/Zip _____

Telephone: (Res) _____ (Office) _____

My Interest is in Tract or Tracts # _____

BANKING INFORMATION

Check to be drawn on: (Bank Name) _____

City, State, Zip: _____

Contact: _____ Phone No: _____

HOW DID YOU HEAR ABOUT THIS AUCTION?

☐ Brochure ☐ Newspaper ☐ Signs ☐ Internet ☐ Radio ☐ TV ☐ Friend

☐ Other _____

WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?

☐ Regular Mail ☐ E-Mail E-Mail address: _____

☐ Tillable ☐ Pasture ☐ Ranch ☐ Timber ☐ Recreational ☐ Building Sites

What states are you interested in? _____

Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity.

I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction.

Signature: _____ Date: _____

Online Auction Bidder Registration
105± Acres • Wister, Oklahoma
Tuesday, May 23, 2017

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

As the registered bidder, I hereby agree to the following statements:

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder's Package for the auction being held on Tuesday, May 23, 2017 at 2:00 PM.
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc.
950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725
Phone 260-244-7606; Fax 260-244-4431

For wire instructions please call 1-800-451-2709.

7. My bank routing number is _____ and bank account number is _____.
(This for return of your deposit money). My bank name, address and phone number is:

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.
9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Monday, May 15, 2017**. Send your deposit and return this form via fax to: **260-244-4431**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

E-mail address of registered bidder: _____

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to:
kevin@schraderauction.com or call Kevin Jordan at 260-229-1904.

TRACT DESCRIPTIONS

Le Flore County **LAND AUCTION**

near Wister, OK

Multiple Building Sites, Recreational & Pasture Land

105[±] acres

*offered in 8 tracts
from 8[±] to 22[±] acres*

Tuesday, May 23 at 2pm

held at the Donald W. Reynolds Community Center, 105 Reynolds Ave, Poteau, OK 74593

With a combination of mature trees, gently rolling terrain, ponds and fenced open pasture, the Lowrey Ranch has something to offer for a variety of Buyers. This is an exciting opportunity to acquire building sites and small acreage tracts between Poteau and Wister, an area where quality land rarely comes to market. This auction has a variety of parcels for different types of Buyers, with tracts ranging in size from 8[±] to 22[±] acres. Place a bid on any individual parcel or combination of tracts that best fit your needs.

TRACT 1: 10[±] acres at the intersection of Hwy 271 and 370th Street, outstanding potential building site with visibility off the highway.

TRACT 2: 15[±] acres with frontage along 370th Street, great elevation, good views and a nice potential building site with a small pond.

TRACT 3: 20[±] acres with approximately 1000 feet of frontage along Hwy 271. This parcel is a mixture of trees and open pasture with plenty of potential building sites.

TRACT 4: 22[±] acres with frontage along 370th Street, great mixture of trees and open pasture that gently slopes downward to the south for a great views that includes a pond.

TRACT 5: 8[±] acres with frontage along 370th Street, very good elevation on this parcel with views to the south.



TRACT 6: 8[±] acres at the intersection of 370th Street and Pleasant Valley Road, great elevation and potential building sites on this parcel.

TRACT 7: 12[±] acres with frontage on Pleasant Valley Road, great mix of open pasture and mature trees on this parcel.

TRACT 8: 10[±] acres located in the SE/4 of Section 4, Township 6 North. This parcel is land locked and does not have established access. If you plan to purchase this tract you need to be an adjoining landowner with existing legal access or have arranged an access agreement with an adjoining land owner.

Terms and Conditions

PROCEDURE: Tracts 1 through 8 will be offered in individual tracts, in any combination of these tracts, or as a total unit per auction date and time. There will be open bidding on all tracts and combinations during the auctions as determined by the Auctioneer. Bids on tracts, tract combinations and the total property may compete. The property will be sold in the manner resulting in the highest total sale price.

BUYER'S PREMIUM: The contract purchase price will include a Buyer's Premium equal to 4% of the bid amount.

DOWN PAYMENT: 10% of the total contract purchase price will be due as a down payment on the day of auction, with the balance due in cash at closing. The down payment may be made in the form of cashier's check, personal check, or corporate check. **YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, SO BE SURE YOU HAVE ARRANGED FINANCING, IF NEEDED, AND ARE CAPABLE OF PAYING CASH AT CLOSING.**

APPROVAL OF BID PRICES: All successful bidders will be required to enter into purchase agreements at the auction site immediately following the close of the auction. The auction bids are subject to the acceptance or rejection by the Seller.

DEED: Seller shall be obligated only to convey a merchantable title by Individual Deed, Without Warranty.

EVIDENCE OF TITLE: Seller agrees to make available to bidder a preliminary title insurance commitment to review prior to auction. The cost of title insurance, if the buyer(s)

elects to purchase the title insurance policy, will be the responsibility of the buyer(s). Seller agrees to provide merchantable title to the property subject to matters of record, general conditions of title, and similar related matters. All tracts sold "AS-IS".

CLOSING: The closing shall take place 45 days after the auction or as soon thereafter as applicable closing documents are completed by Seller.

POSSESSION: Possession of the land shall be giving at closing, subject to rights of current tenant.

REAL ESTATE TAXES: Real Estate taxes shall be prorated to the date of closing.

MINERALS: Seller specifically excepts and reserves all minerals, including without limitation, oil, gas, coal, coalbed methane, and all other hydrocarbons, lignite, and all metallic minerals, etc., if any, associated with the referenced real estate, and the term "Property" will not include any mineral rights.

SURVEY: The Seller shall provide a new survey where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Any need for a new survey shall be determined solely by the Seller. Seller and successful bidder shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the Seller's option and sufficient for providing title insurance. Closing prices shall be adjusted to reflect any difference between advertised and surveyed acres, if a new survey is determined to be necessary by the Seller.

ACREAGE AND TRACTS: All acreages are approximate and have been estimated based on current legal descriptions

and/or aerial photos. Any corrections, additions, or deletions will be made known prior to the auction.

AGENCY: Schrader Real Estate and Auction Company, Inc. and their representatives are exclusive agents of the Seller.

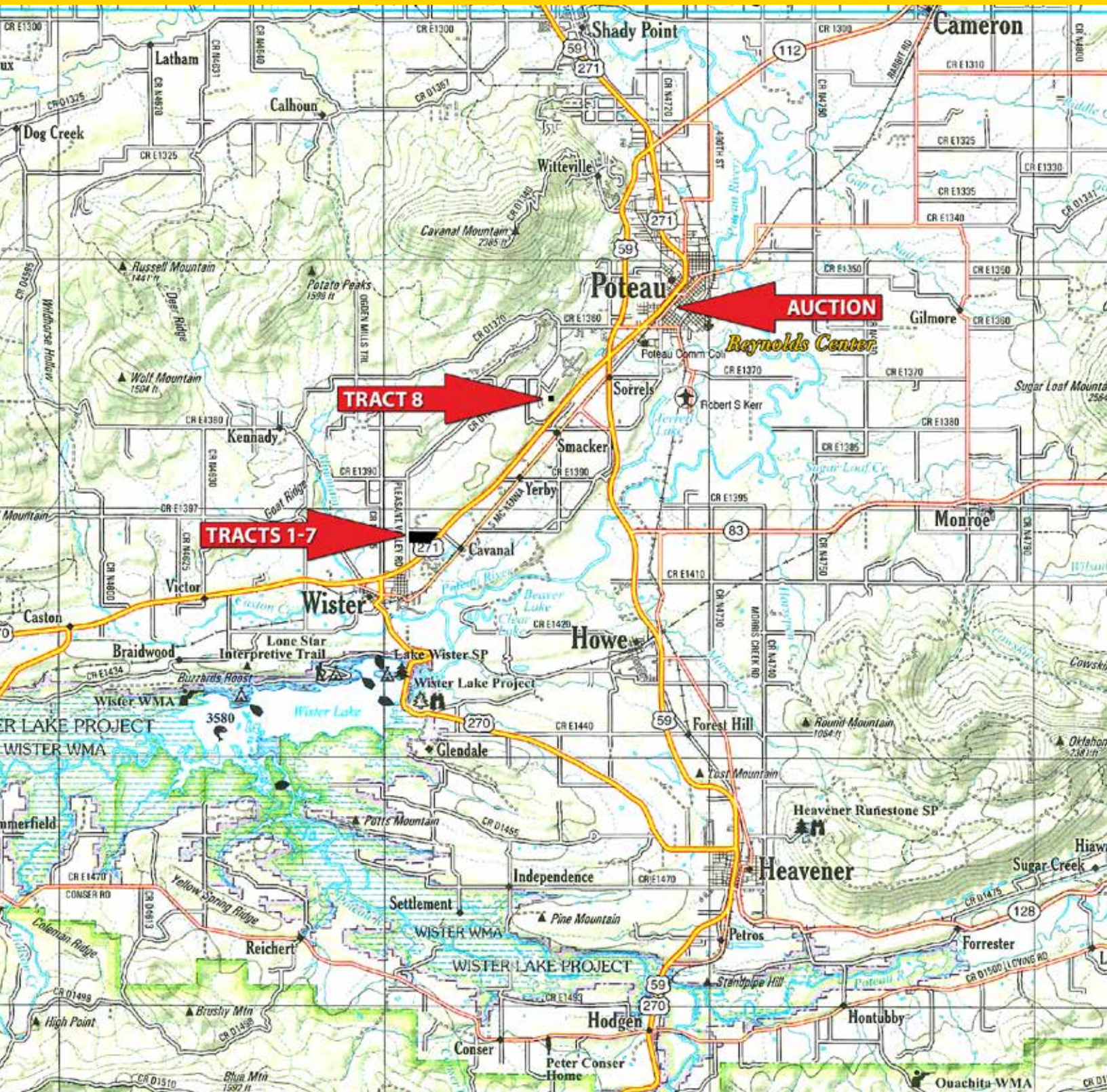
DISCLAIMER AND ABSENCE OF WARRANTIES: All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches and dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Seller and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final. **ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.**

NEW DATE, CORRECTIONS AND CHANGES: Please arrive prior to scheduled auction time to inspect any changes or additions to the property information.

OWNER: Lowrey Ranch, LP

LOCATION MAP

LOCATION MAP



Land Tour

INSPECTION DATES:

Monday, April 24 & May 15
from 10:00 AM - NOON
Meet a Schrader Rep on Tract 2

Directions to

PROPERTY:

From intersection of Hwy 59 and Hwy 271 in Poteau, travel south on 271 for approximately 7 miles and property will be on your right.

AUCTION SITE:

From the intersection of Hwy 271 and Hwy 59 in Poteau, travel north on Broadway St for 2 miles and the Reynolds Center will be on your right.

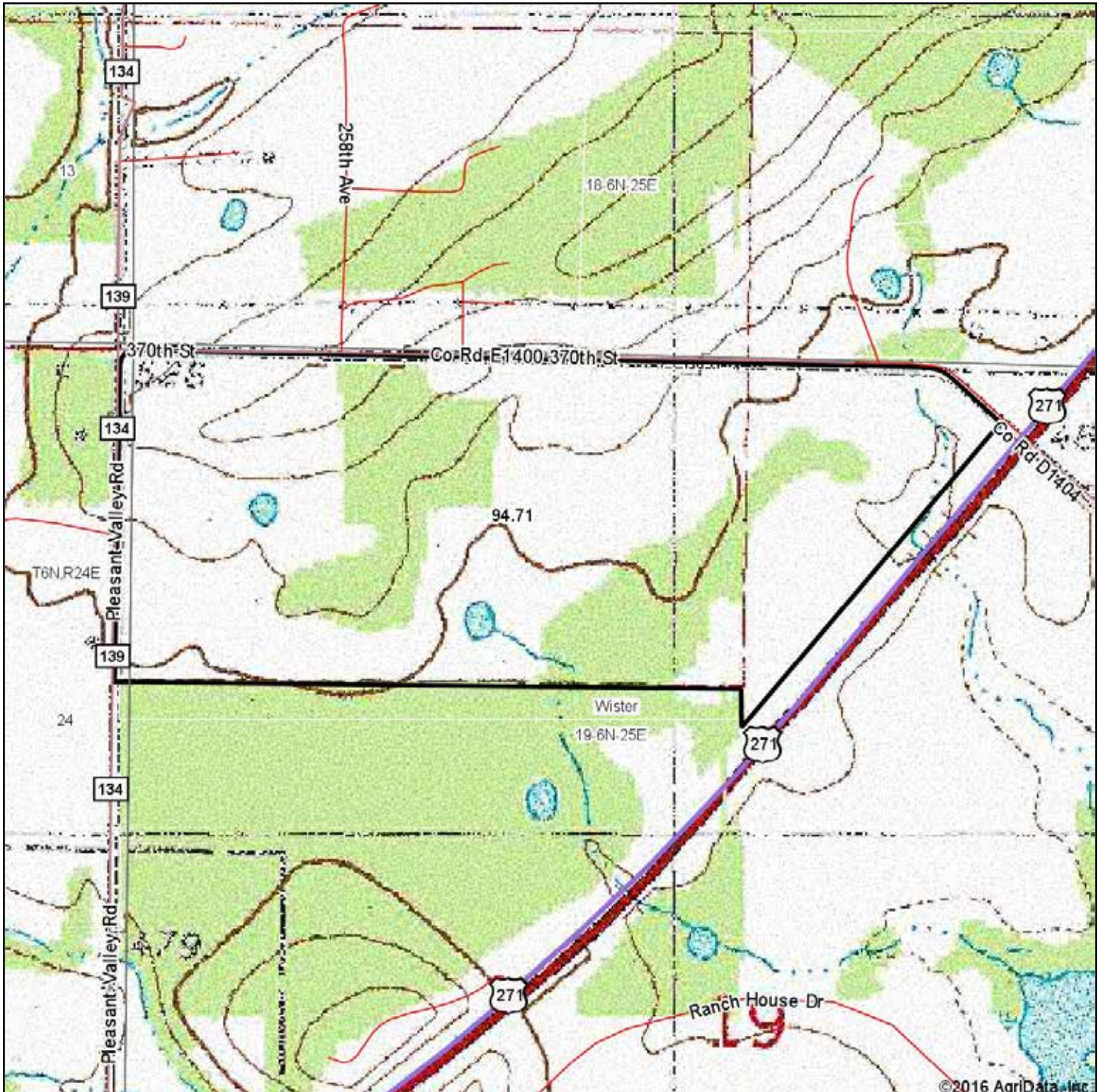
TRACT MAP

TRACT MAP



TOPOGRAPHIC MAP

TOPOGRAPHIC MAP



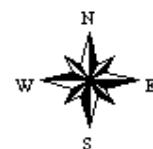
SCHRADER
Real Estate and Auction Company, Inc.

Maps Provided By:
surety
CUSTOMIZED ONLINE MAPPING
© AgriData, Inc. 2016 www.AgrDataInc.com

map center: 34° 59' 0.74, -94° 42' 39.6

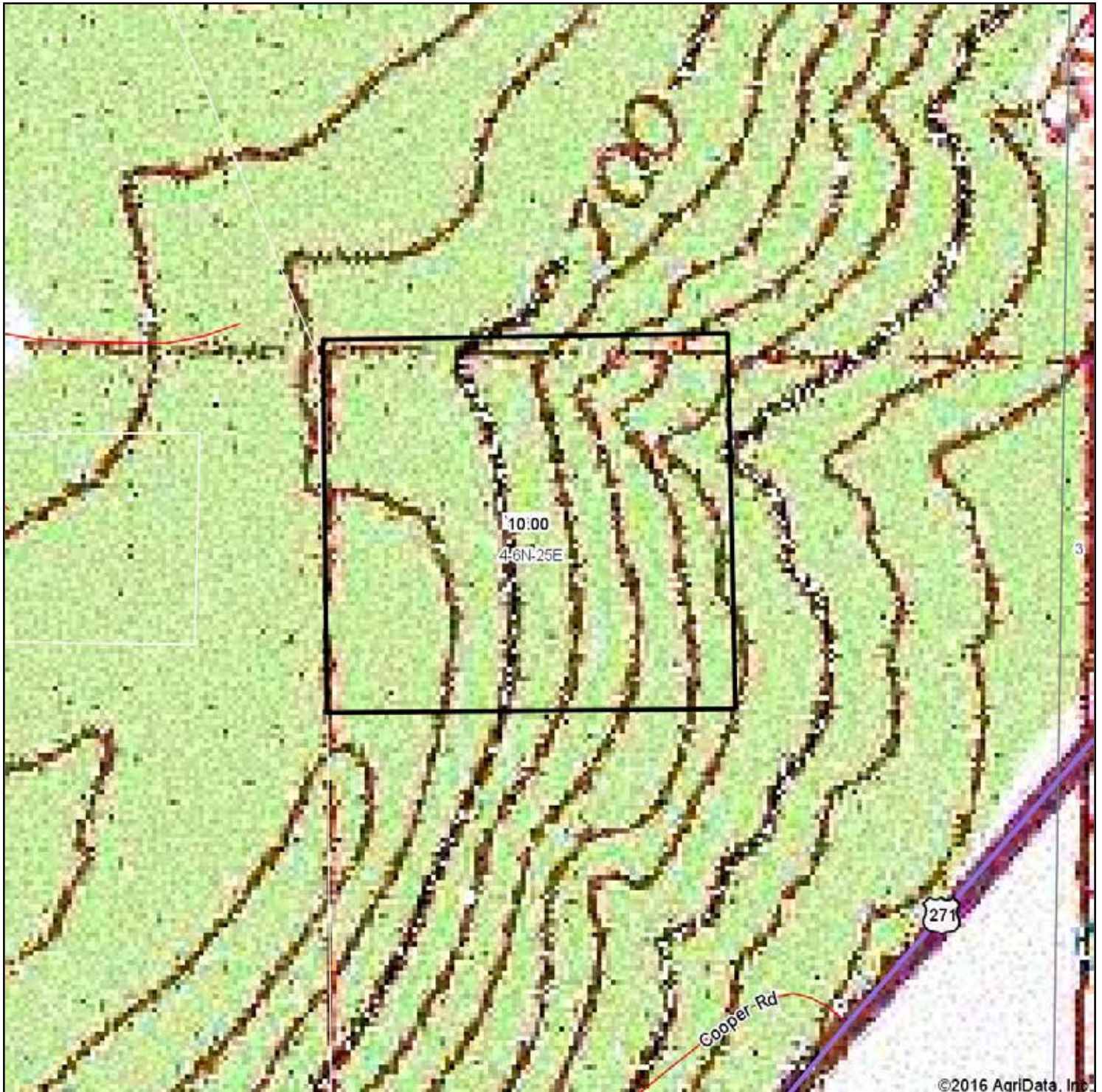
19-6N-25E
Le Flore County
Oklahoma

0ft 627ft 1253ft



1/18/2017

TOPOGRAPHIC MAP



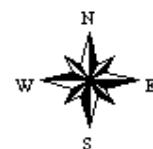
SCHRADER
Real Estate and Auction Company, Inc.

map center: 35° 1' 15.24, -94° 40' 2.65

0ft 262ft 525ft

Maps Provided By:
surety
CUSTOMIZED ONLINE MAPPING
© AgriData, Inc. 2016 www.AgrIDataInc.com

4-6N-25E
Le Flore County
Oklahoma



1/18/2017

TAX STATEMENTS

TAX STATEMENTS

[County Home](#)

[Search Active Records](#)

[By Name](#)

[By Legal](#)

[By Parcel](#)

[By Location](#)

[Last Update](#)

[Search All Records](#)

[By Name](#)

[By Parcel](#)

[Last Update](#)

[View Reports](#)

[Paid Tax Rolls](#)

[Unpaid Taxes](#)

[Contact Us](#)

[About County Govt](#)

[Other Sites](#)

[Help](#)

[Disclaimer](#)

[Tax Keys](#)

[Office Use](#)

[Back to Web Portal](#)

COUNTY TREASURER TAX ROLLS - 2016 - Item No.009048

[Print-Friendly Page](#)

PERSONAL INFORMATION

LOWREY RANCH LTD PARTNERSHIP
C/O BANK OF OK - REAL PROP SVC
9520 N MAY AVE - SUITE 200
OKLAHOMA CITY OK 73120-0000

REAL PROPERTY INFORMATION

Parcel 0000-19-06N-25E-0-001-00
Sec/Twn/Rge 19 06N 25E
Acres 95.80
Property
Location

GROSS ASSESSED VALUE *(What is this?)*

Personal Property	\$0.00
Land & Improvements	\$1,159.00
Mobile Home	\$0.00
Exemption	\$0.00

OTHER INFORMATION

Net Assessed Value	\$1,159.00
Millage Rate	0.0931500
Total Tax	\$108.00
Unpaid Taxes	\$0.00
School District	113-I-49

LEGAL DESCRIPTION

SEC 19 TWP 6N RNG 25E PT
NE BEG NW COR E738
S47DG22' E348.70 TO HWY
271 SWLY ALONG HWY
1547.59 N1461.30 TO POB
& LOT 1 & NE NW B1020
P41 B1024 P45 B1266 P772
B1267 P515

PAYMENT INFORMATION

TYPE: REC	NO: 010214	DATE: 12-14-2016
TAX: \$108.00	FEES: \$0.00	PENALTY: \$0.00

PAID BY LOWREY RANCH LTD PARTNERSHIP

NOTES:

PROVIDED BY:
April Caughern
LeFlore County Treasurer
100 S. Broadway
P. O. Box 100
Poteau, OK 74953
(918) 647-3525

DATA LAST UPDATED:
01-13-2017
16:30:03

TAX STATEMENTS

[County Home](#)

[Search Active Records](#)

[By Name](#) ▶

[By Legal](#) ▶

[By Parcel](#)

[By Location](#) ▶

[Last Update](#)

[Search All Records](#)

[By Name](#)

[By Parcel](#)

[Last Update](#)

[View Reports](#)

[Paid Tax Rolls](#)

[Unpaid Taxes](#)

[Contact Us](#)

[About County Govt](#)

[Other Sites](#)

[Help](#)

[Disclaimer](#)

[Tax Keys](#)

[Office Use](#)

[Back to Web Portal](#)

COUNTY TREASURER TAX ROLLS - 2016 - Item No.008548

[Print-Friendly Page](#)

PERSONAL INFORMATION

LOWREY RANCH LTD PARTNERSHIP
C/O BANK OF OK - REAL PROP SVC
9520 N MAY AVE - SUITE 200
OKLAHOMA CITY OK 73120-0000

REAL PROPERTY INFORMATION

Parcel 0000-04-06N-25E-0-004-00
Sec/Twn/Rge 04 06N 25E
Acres 10.00
Property
Location

GROSS ASSESSED VALUE *(What is this?)*

Personal Property	\$0.00
Land & Improvements	\$742.00
Mobile Home	\$0.00
Exemption	\$0.00

OTHER INFORMATION

Net Assessed Value	\$742.00
Millage Rate	0.0849300
Total Tax	\$63.00
Unpaid Taxes	\$0.00
School District	111-I-29

LEGAL DESCRIPTION

SEC 4 TWP 6N RNG 25E NW
NE SE B1020 P41 B1024
P45 B1266 P776 B1267
P521

PAYMENT INFORMATION

TYPE: REC	NO: 010213	DATE: 12-14-2016
TAX: \$63.00	FEES: \$0.00	PENALTY: \$0.00

PAID BY LOWREY RANCH LTD PARTNERSHIP

NOTES:

PROVIDED BY:
April Caughern
LeFlore County Treasurer
100 S. Broadway
P. O. Box 100
Poteau, OK 74953
(918) 647-3525

DATA LAST UPDATED:
01-13-2017
16:30:03

TITLE COMMITMENT

TITLE COMMITMENT

Date	Invoice #
5/2/2017	26337

Invoice

ADAMS ABSTRACT COMPANY
206 SOUTH BROADWAY
P.O. BOX 98
POTEAU, OK 74953
Phone: 918-647-8141
Fax: 918-647-2826
www.adamsabstractco.com

Bill To:			Deliver To:	
Schrader Real Estate & Auction Co. 950 Liberty Dr. Columbia City, IN 46725				
Phone	Fax	Customers File #	Robert Stockton	
(800) 451-2709	(260) 244-4431			

Abstract/File#	Adams' Rep.	Owner-Seller/Buyer
57377;32001;8167	SAM	TBD
Description		Amount
Extension19-6-25 PT NE		625.00
Final Extension for T. I.		225.00
Extension 19-6-25 LOT 1 (NW NW) & NE NW		625.00
Final Extension for T. I.		225.00
Complete 4-6-25 NW NE SE		875.00
Final Extension for T. I.		225.00
3 Title Opinions		825.00
Open TITLE COMMITMENT		200.00
Thank you for your business. To insure proper credit please provide your invoice number when making a payment. (CASH OR CHECK ONLY)		Total \$3,825.00

TITLE COMMITMENT



ALTA Commitment Form
COMMITMENT FOR TITLE INSURANCE
Issued by
First American Title Insurance Company

First American Title Insurance Company, a Nebraska 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 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, First American 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.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

TITLE COMMITMENT

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.
3. 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/>

TITLE COMMITMENT

FIRST AMERICAN TITLE INSURANCE COMPANY

1 First American Way
Santa Ana, CA. 92707

Inquiries Should Be Directed To: Adams Abstract Company, Inc., 206 S. Broadway, P.O. Box 98, Poteau, OK 74953
Tel: 918-647-8141 Fax: 918-647-2826

Commitment No.: **32001**

SCHEDULE A

1. Effective Date: **May 1, 2017 at 7:00AM**

2. Policy or policies to be issued: AMOUNT

(a) **OWNERS POLICY – Form OK 1402-06.A ALTA Owners Policy (6-17-06)**

\$ TBD

Proposed Insured: **TBD**

(b) **LOAN POLICY – Form OK 1056.06.A ALTA Loan Policy (6-17-06)**

\$ TBD

Proposed Insured: **TBD, its successors and assigns as defined in Paragraph 1(A) of the Conditions and Stipulations of the Policy.**

3. Title to the Fee Simple estate or interest in said land is at the effective date hereof vested in:

Lowrey Ranch Limited Partnership

4. The land referred to in this Commitment is located in the County of **LeFlore**, State of **Oklahoma** and described as follows:

Tract 1 Abstract #32,001

That part of the Northeast Quarter of SECTION 19, TOWNSHIP 6 NORTH RANGE 25 EAST of the Indian Base and Meridian, LEFLORE COUNTY, Oklahoma, being more particularly described as follows: Beginning at the Northwest Corner of the Northeast Quarter of said SECTION 19 and running East a distance of 738.0 feet; thence South 47°22' East a distance of 348.70 feet to the right of way of U. S. Highway 271; thence Southwesterly along said right of way a distance of 1574.59 feet; thence North a distance of 1461.30 feet to the point of beginning.

Tract 2 Abstract #8167

Lot 1 and the Northeast Quarter of the Northwest Quarter of SECTION 19, TOWNSHIP 6 NORTH, RANGE 25 EAST of the Indian Base and Meridian, LEFLORE COUNTY, Oklahoma.

Tract 3 Abstract #57377

The Northwest Quarter of the Northeast Quarter of the Southeast Quarter of SECTION 4, TOWNSHIP 6 NORTH, RANGE 25 EAST of the Indian Base and Meridian, LEFLORE COUNTY, Oklahoma.

Physical Address: Raw Land, Wister, Oklahoma

TITLE COMMITMENT

FIRST AMERICAN TITLE INSURANCE COMPANY

SCHEDULE B

Commitment No.: **32001**

PART I. The following are the requirements to be complied with:

1. **Deed from the Kerr Foundation, Inc. to The Kerr Center for Sustainable Agriculture, Inc. dated 12/31/1985 recorded in Book 864, Page 389, this deed clouds the title. Obtain a properly executed Quit Claim Deed from the Kerr Center for Sustainable Agriculture, Inc. in favor of the title owner.**
2. **Verify Legal access to properties.**
3. Proper documents creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

 Deed from **Lowrey Ranch Limited Partnership**, vesting **fee simple** title in **TBD**.

 Mortgage from **TBD**, showing marital status and joined by spouse, if any, securing your loan.

 Note: The State of **Oklahoma** requires the payment of a mortgage tax as a condition precedent to the recordation of any mortgage.
4. Return properly executed Seller/owner Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid and item (d) of Schedule B-II, Standard Exceptions will not appear on policy.
5. Obtain a court search as to any entity taking title subsequent to date of this commitment including in **LeFlore** County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
6. **The abstract must be updated if not closed within 180 days of the effective date hereof, which is the date last certified to.**

TITLE COMMITMENT

FIRST AMERICAN TITLE INSURANCE COMPANY

SCHEDULE B CONTINUED

Commitment No: 32001

Part II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

STANDARD EXCEPTIONS:

- a. Rights or claims of parties in possession not shown by the public records.
- b. Easements or claims of easements, not shown by the public records.
- c. Encroachments, overlaps, discrepancies or conflicts in boundary lines, shortage in area, or other matters which would be disclosed by an accurate and complete survey or inspection of the premises.
- d. 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.

SPECIAL EXCEPTIONS:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Real estate taxes for 2016 and subsequent years, amount of which is not ascertainable, due or payable.
3. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.
4. Water rights, claims or title to water, whether or not shown by the public records.
5. Property is within the corporate limits of the City/Town of Wister and is subject to zoning and building Laws of same.
6. Property is subject to Statutory rights of way along the northern section line for Tract 1, western and northern section lines. Tract 2
7. Property is subject to easement in favor of Poteau Valley Improvement Authority dated 5/6/1994 recorded in Book 1123, Page 288. Tract 1 & 2
8. Property is subject to easement in favor of LeFlore County Rural Water District No. 1 dated 4/12/1988 recorded in Book 939, Page 790. Tract 3
9. Property is subject to right of way easement in favor of the Public Service Company dated 3/12/1949 recorded in Book 293, Page 183. Tract 2
10. Property is subject to Mineral deed with right of ingress and egress in favor of Wiley W. Lowrey, Jr. dated 12/20/1950 recorded in Book 306, Page 6. Tract 1
11. Property is subject to deed with reservation of ingress and egress in favor of Robert S. Kerr dated 12/26/1955 recorded in Book 330, Page 476. Tract 1
12. Property is subject to ordinances extending corporate limits of city of Poteau dated 12/6/1962 recorded in Book 408, Page 150. Tract 1 & 3 and dated 12/6/1962 recorded in Book 408, Page 150. Tract 2
13. Property is subject to ordinance diminishing the corporate limits of the City of Poteau dated 9/8/1964 recorded in Book 434, Page 132. Tract 1, 2 & 3
14. Property is subject to order incorporating and organizing Rural Water District No. 1 dated 10/18/1965 recorded in Book 745, Page 8. Tract 1, 2 & 3
15. Property is subject to Segregated Coal Land Patent with right of ingress and egress dated 7/25/1918 recorded in Book 69, Page 578. Tract 2

First American Title Insurance Company

Countersigned by: Adams Abstract Company, Inc.

BY:

Sally Ann Hutchison
Sally Ann Hutchison, Title Insurance License #91181

PROPERTY PHOTOS

Northeast Corner



Southwest Corner



TRACT 1



TRACT 1



TRACT 2



TRACT 2



TRACT 3



TRACT 3



TRACT 4



TRACT 4



TRACT 4



TRACT 4



TRACT 4



TRACT 5



TRACT 5



TRACT 6



TRACT 7



950 North Liberty Drive, Columbia City, IN 46725
800.451.2709 • 260.244.7606 • www.schraderauction.com

