3,600 sq. ft. Commercial Building

in Norman, Oklahoma - Zoned C2

Appealing location near the intersection of Lindsey St and 12 Ave SE.

SEALED BID AUCTION

Built in 2006
Built in office with glass storefront
Polished concrete flooring throughout
Single owned since construction
Pre-platted to include additional 3,600 sq. ft. building
No exterior stone masonry required for future building

INFORMATION BOOKLET

BIDS DUE: Wednesday, October 24

SCHRADER Real Estate and Auction Company, Inc.

800.451.2709 • SchraderAuction.com

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

SCHRADER
Real Estate and Auction Company, Inc.

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

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Download on the App Store

BOOKLET INDEX

Property Descriptions

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Title Commitment

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PROPERTY DESCRIPTION

3,600 sq. ft.

Commercial Building

in Norman, Ok

Zoned C2

SEALED BID AUCTION

Located in a desirable and growing area of Norman, OK. This 3,600 sq. ft. commercial building located on a 0.41-acre lot is well suited for a variety uses. The building is near the intersection of Lindsey St and 12th Ave SE/Highway 77 and is adjacent to an existing Arvest Bank and AutoZone with multiple large multifamily develops within a 1-mile radius. The property has been pre-platted for an additional 3,600 sq. ft. building, which does not require an exterior stone masonry finish. Built in 2006, this quality constructed building (see Building Detail Sheet for all details) has only had one owner. With a good location, this property has lots of potential.

The building dimensions are 40' x 90' and include a 22' x 16' office area with built in desk, cabinets, adjustable shelving, glass storefront and polished concrete flooring; a second office area is 16' x 20'. The shop area includes an 8' x 8' bathroom, wash sink, 134,000 BTU overhead heater, 12' x 14' overhead door and polished concrete flooring throughout. The property is in outstanding condition and move-in ready for the next owner. See the Bid Packet for full Bidding Instructions.

TERMS AND CONDITIONS:

AUCTION TERMS AND CONDITIONS:

PROCEDURE: The property will be offered via a Sealed Bid Auction.

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 Warranty Deed.

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. Property will be sold "AS-IS".

CLOSING: The closing shall take place 30 days after the auction or as soon thereafter as applicable closing documents are completed by Seller.

POSSESSION: Possession of the property shall be at closing.

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

MINERALS: Any minerals owned by Seller shall be conveyed with the Property; however, no representation or warranty to the extent of mineral ownership, if any, is made by Seller.

SURVEY: 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 not 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 assessor tax information, subject to update upon completion of pending survey.

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 check website routinely prior to the scheduled bid submission deadline to inspect any changes or additions to the property information.

SELLER: James Schwartz

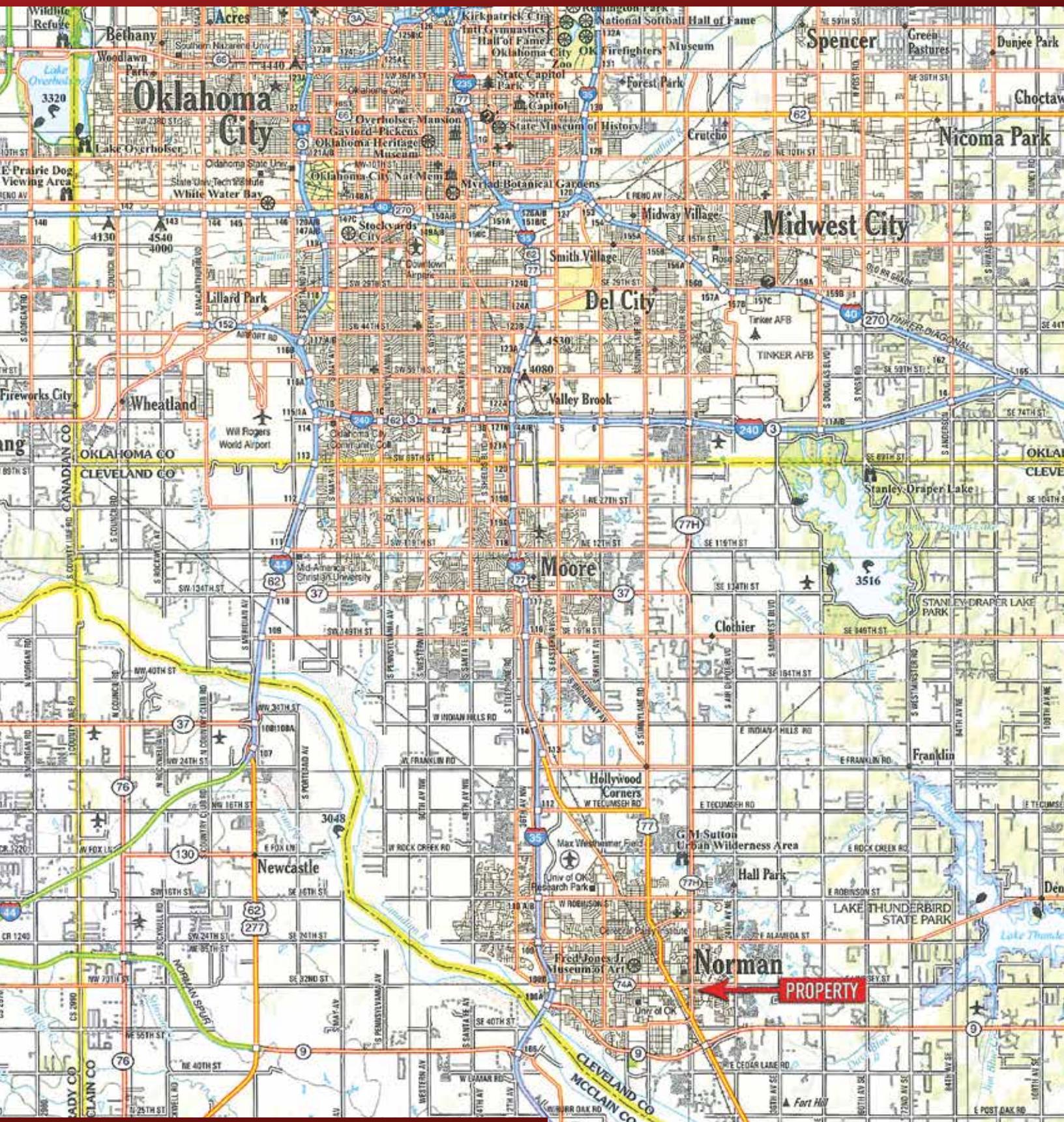
PROPERTY DETAIL SHEET

PROPERTY DETAIL SHEET

- Built in 2005-2006 under L.E.E.D. Silver Guideline
- Pre-platted to include another 3600 sq. ft. of construction where NO EXTERIOR STONE/MASONRY REQUIRED
- One owner
- No rentals
- Alliance Steel- Saddle Tan, Dessert Sand
- Insulated 3" PSK
- Lot Dimensions 100' X 180', 18,000 sq. ft. with 10' Easements on the North and South
- Building Dimensions 40' X 90', 3600 sq. ft.
- Office 1 is 22' X 16'
    - Built in Desk, Cabinets and Adjustable Shelving
    - 8' X 12' Storefront Glass
    - Polished Concrete Flooring- Charcoal
    - Amana PTAC 12,000 BTU Digital Control Heat Pump Air Conditioner
    - Nest Programmable Thermostat
    - Nest Protect Smoke Detector
    - 104 Linear Feet of FRP/Interior Panels
    - T-8 Lighting
    - Outside Hose Bibs X3
    - Inside Hose Bibs X1
    - Floor Drains X2
- Office 2 is 16' X 20'
    - Open Bay (No Columns)
    - Overhead Door 12'W X 14'H with Garage Door Openers and Remotes
    - Modine MT132 134,000 BTU Infrared Heater
    - 2-Tub Deep Sink
    - 240v Air Compressor Service
    - Hold/Cold Shower Setup
    - Polished Concrete Flooring- Brown
    - Bathroom is 8' X 8',
        - Polished Concrete- OU Red
        - Custom Concrete Countertop
- Building Alarm
    - Control Panel
    - Motion Detector
    - OHD Door Contact
    - Glass Breakage Detector
    - Siren
- Cable/Phone/Internet- Cox Communications, OEC Fibers and AT&T Services Available
- Lat- 35.2170442, Long-97.443940
- Lot 1, Block 1, East Lindsey Plaza Sec. 3

LOCATION MAP

LOCATION MAP



DIRECTIONS: From the intersection of Lindsey St and 12th Ave SE/Highway 77 go east on Lindsey St for 1 block and turn right onto Lindsey Plaza Dr. Watch for auction signs, property will be on your right.

AERIAL MAP

AERIAL MAP

Inspection Dates

Tuesday, September 25, 9-11 AM
Thursday, October 11, 9-11 AM
Wednesday, October 24, 9-11 AM

PROPERTY RECORD CARD

Cleveland County, Oklahoma - Property Record Card, Page 1
Account: R0032371, Parcel: NC29 EALP3 1 1 001

GENERAL PARCEL INFORMATION

Account	R0032371
Parcel	NC29 EALP3 1 1 001
Owner	SCHWARTZ, JAMES L
Address	1300 LINDSEY PLAZA DR NORMAN 73071
Account Type	110 - COMMERCIAL
Legal Description	EAST LINDSEY PLAZA 3 LOT 1 BLK 1
Subdivision	EALP3 - EAST LINDSEY PLAZA 3
Tax District	NC29 - NORMAN CITY 29
Acres	0.41000
Mailing Address	PO Box 722041 Norman OK 73070

MAP

VALUATION

	Market	Assessment	Taxable
Land Value	$90,000.00	12%	$10,800.00
Improvements	$128,044.00	12%	$15,365.00
Total Value	$218,044.00	12%	$26,165.00
Adjustments			$0.00
Net Taxable			$26,165.00

LAND

Land Type	Acreage	Value	Description
110 - Commercial	0.41000	$90,000.00	12UC - Urban Commer

PROPERTY RECORD CARD

Cleveland County, Oklahoma - Property Record Card, Page 2
Account: R0032371, Parcel: NC29 EALP3 1 1 001
Card: 1

GENERAL PARCEL INFORMATION

Account	R0032371
Parcel	NC29 EALP3 1 1 001
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Address	1300 LINDSEY PLAZA DR NORMAN 73071
Account Type	110 - COMMERCIAL
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Subdivision	EALP3 - EAST LINDSEY PLAZA 3
Tax District	NC29 - NORMAN CITY 29
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SKETCH

VALUATION

	Market	Assessment	Taxable
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Improvements	$128,044.00	12%	$15,365.00
Total Value	$218,044.00	12%	$26,165.00
Adjustments			$0.00
Net Taxable			$26,165.00

IMPROVEMENTS

Type	NA	Year Built	2006
Description	Indust Lght Manufacturing	Interior	
Total Area	0	Exterior	
Finished Basement Area	0	Roof Type	SHED
Garage Area	0	Roof Cover	
Carport Area	0	Floor Cover	
Balcony Area	0	Foundation	
Porch Area	0	Rooms	0
Cooling	Package Unit	Bedrooms	0
Stories	1.0	Baths	0
Condition	NA	Units	0
Quality	NA	Value	$128,044.00

PROPERTY RECORD CARD

PLAT MAP

Book: PL 13 Page:16
Doc Number: P 1981 28248
Filed: 07-24-1981 04:18:00 PM

SUBDIVISION PLAT
OF
BLOCKS 1 THRU 5

EAST LINDSEY PLAZA

SECTION 3

AN ADDITION TO
NORMAN, CLEVELAND COUNTY, OKLAHOMA

A PART OF THE NW 1/4 NW1/4 OF SECTION 4, T8N, R2W

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That Security National Bank And Trust Company, Norman, Oklahoma, Trustee, does hereby certify that they are the Owners of and the only Person, Firm, or Corporation having any right, title or interest in and to the land shown on the annexed plat and that they have caused the same to be surveyed and platted and that they hereby grant all the street and utility easements shown hereon to the public for their heirs, executors, administrators, successors, and assigns forever and have caused the same to be released from all encumbrances so that the title is clear, except as shown in the Abstracter's Certificate. In witness whereof, the undersigned have caused this instrument to be executed this 7th day of May, 1981.

SECURITY NATIONAL BANK AND TRUST COMPANY
NORMAN, OKLAHOMA, TRUSTEE

S W Bonner — Assistant Secretary
Al Loeffelholz Jr — PRESIDENT

STATE OF OKLAHOMA
COUNTY OF CLEVELAND

Before me, the undersigned, a Notary Public in and for said County and State on the 7 th. day of May 1981, personally appeared Al Loeffelholz Jr., president of the maker, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said Corporation for the uses and purposes herein set forth.

Given under my hand and seal the day and year last above written.

My Commission expires: April 20, 1985.

Ann L. Harbour
Notary Public

COUNTY TREASURER'S CERTIFICATE

I, Margaret Smith, do hereby certify that I am the duly elected, qualified and acting County Treasurer of Cleveland County, State of Oklahoma; that the tax records of said County show all taxes are paid for the year of 1980 and prior years and that the required statutory security has been deposited in the Office of the County Treasurer guaranteeing the current years taxes on the land shown on the annexed plat.

In witness whereof, said County Treasurer has caused this instrument to be executed this 18th day of May, 1981.

Margaret Smith
County Treasurer

CITY PLANNING COMMISSION APPROVAL

I, William H. Hardwick Chairman of the Norman Planning Commission, hereby certify that the Commission duly approved this plat on the 11th. day of October, 1979.

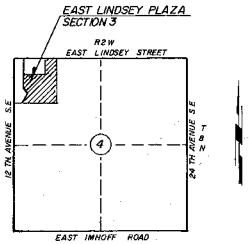
William H. Hardwick
Chairman

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

Be it resolved by the Council of Norman, Oklahoma, that the easement dedications shown hereon are hereby accepted. Adopted by the Council of the City of Norman, Oklahoma, this 7th day of October, 1980.

Mary Hatley
Attest: City Clerk

CITY OF NORMAN
Libby Smith
Mayor pro-tem



VICINITY MAP

STATE OF OKLAHOMA
COUNTY OF CLEVELAND
FILED FOR RECORD
July 24 81 at 4:18 p.m.
Book 13 Page 16
BILLIE JEAN GATEWOOD, County Clerk
Deputy

LEGAL DESCRIPTION: A part of the NW1/4 NW 1/4 of Section 4, T8N, R2W of the I.M, Norman, Cleveland County, Oklahoma more particularly described as follows:

Beginning at a point on the North line of said NW1/4 NW1/4 1075.00 feet S 89°58'30"E of the Northwest corner of said NW 1/4 NW1/4;
thence S 89°58'30"E along said North line a distance of 242.50 feet to the Northeast corner of said NW 1/4 NW1/4;
thence S0° 47' 00"E along the East line of said NW 1/4 NW 1/4 a distance of 1296.02 feet to the Southeast corner of said NW 1/4 NW1/4;
thence N 89°58'42"W along the South line of said NW1/4 NW1/4 a distance of 951.05 feet;
thence N 35°00'00"E a distance of 181 39 feet;
thence Northwesterly on a curve to the right having a radius of 125.00 feet a distance of 54.60 feet;
thence N29°58'30"W a distance of 218.40 feet;
thence N74°58'30"W a distance of 35.36 feet;
thence N29°58'30"W a distance of 60.00 feet;
thence N60°01'30"E a distance of 35.00 feet;
thence N29°58'30"W a distance of 35.31 feet;
thence N0° 47' 00"W a distance of 259 14 feet;
thence S 89°58'30"E a distance of 210.00 feet;
thence S0°47'00"E a distance of 10.00 feet;
thence S 89°58'30"E a distance of 585.00 feet;
thence N0°47'00"W a distance of 560.00 feet to the Point of Beginning.
Containing 19.60 Acres.

BONDED ABSTRACTER'S CERTIFICATE

The undersigned, a duly qualified and lawfully Bonded Abstracter of titles in and for the County of Cleveland, State of Oklahoma, hereby certifies that the records of said County show that the title to the land shown on the annexed plat is vested in Security National Bank And Trust Company, Norman, Oklahoma, Trustee, and that on the 7 th. day of May, 1981 there are no actions pending or judgments of any nature in any court or on file with the Clerk of any court in said County & State against said land or the Owners thereof; that the taxes are paid for the year 1980 and prior years; that there are no outstanding tax sales certificates against said land and no tax deeds are issued to any person; that there are no liens, mortgages or other encumbrances of any kind against the land included in the annexed plat except mortgages, mineral rights and rights of way of record. In witness whereof, said Bonded Abstracter has caused this instrument to be executed this 7 th. day of May, 1981.

AMERICAN-FIRST ABSTRACT COMPANY

Harold Cox — President
Ed C. Sapon — Attest: Assistant Secretary

AMERICAN FIRST ABSTRACT CORPORATE SEAL OKLA.

STATE OF OKLAHOMA
COUNTY OF CLEVELAND

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Harold Cox to me known to be the identical person who executed the above instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said Corporation for the uses and purposes herein set forth

Given under my hand and seal this 7th. day of May, 1981.

My Commission expires: June 17, 1984.

Stephen Cotner
Notary Public

PROFESSIONAL ENGINEER AND LAND SURVEYOR'S CERTIFICATE

I, Don G. Clark, do hereby certify that I am a Registered Professional Civil Engineer and Land Surveyor and that the annexed plat correctly represents a survey made under my supervision and that the monuments shown hereon actually exist and their positions are correctly shown. I further certify that this plat meets the permanence requirement of the State of Oklahoma statute, Section 1, 11 0.5 1971, Section 518 as amended, September 5, 1975.

Don G. Clark, P.E. No. 4233, L.S. No. 414

REGISTERED PROFESSIONAL ENGINEER Don G. Clark 4233 OKLAHOMA

REGISTERED LAND SURVEYOR Don G. Clark L.S. 414 OKLAHOMA

STATE OF OKLAHOMA
COUNTY OF CLEVELAND

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Don G. Clark to me known to be the identical person who executed the above instrument and acknowledged to me that he executed the same as his free and voluntary act and deed. Given under my hand and seal this 1 st. day of September, 1979.

My Commission expires: 1-10-83

Jeanne Clark
Notary Public

JEANNE CLARK NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA CLEVELAND CO.

CLARK
ENGINEERING COMPANY

Book: PL 13 Page: 17

SUBDIVISION PLAT

OF

BLOCKS 1 THRU 5

EAST LINDSEY PLAZA

SECTION 3

AN ADDITION TO

NORMAN, CLEVELAND COUNTY, OKLAHOMA

A PART OF THE NW 1/4 NW 1/4 OF SECTION 4, T8N, R2W

STATE OF OKLAHOMA
COUNTY OF CLEVELAND
FILED FOR RECORD
July 24 19 21 at 4:18 P.M.
Book 13 Page 17
BILLIE JEAN GATEWOOD, County Clerk
By Deputy
Rec. # 28,248

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thence Northwesterly on a curve to the right having a radius of 125.00 feet a distance of 54.60 feet;
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thence N74°59'30"W a distance of 35.36 feet;
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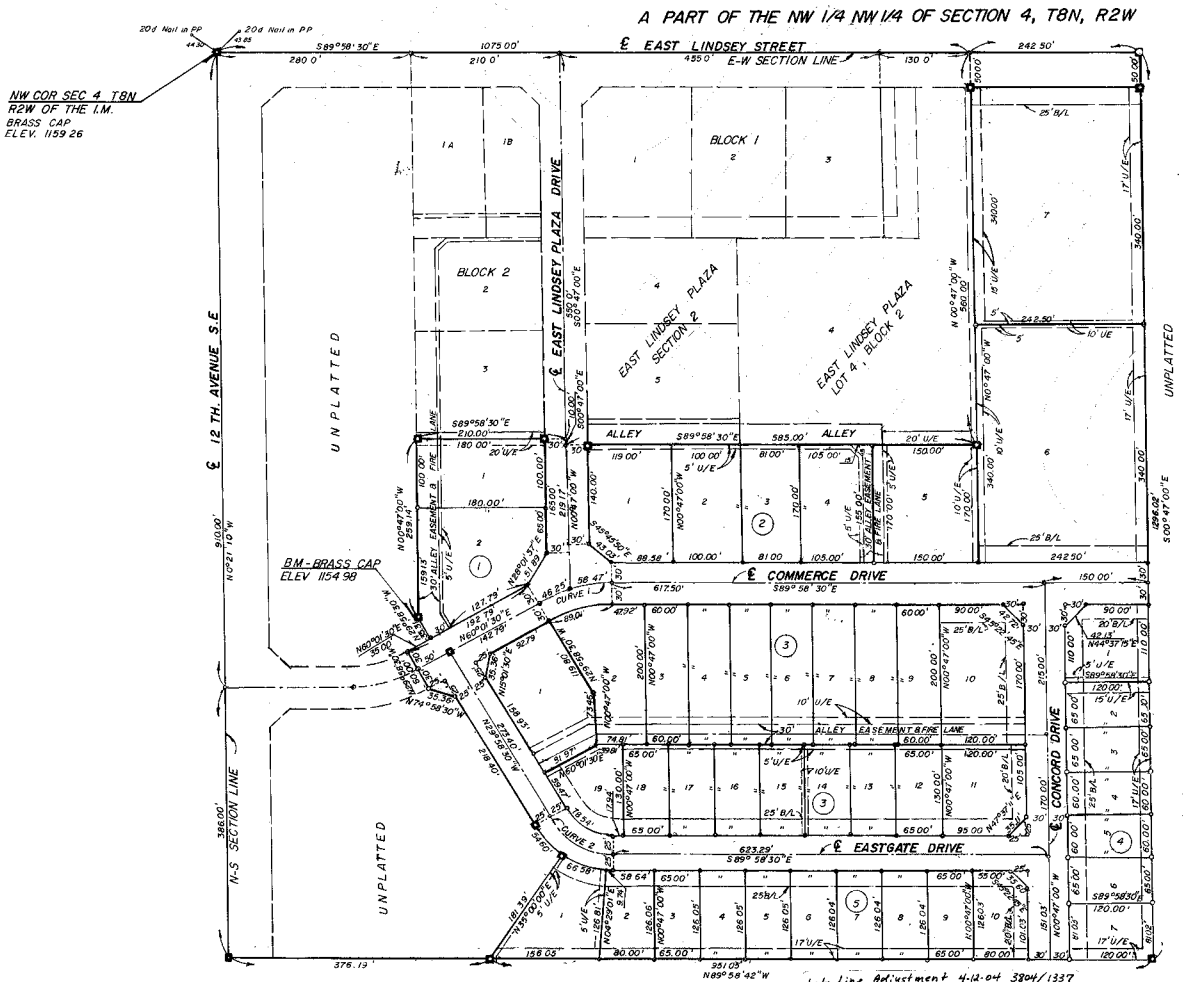
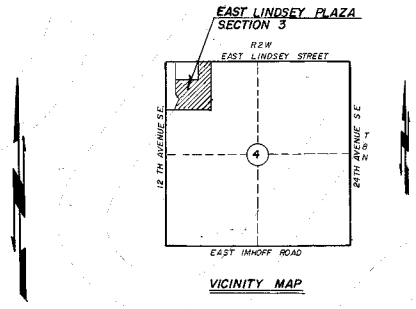
thence S89°58'30"E a distance of 585.00 feet;
thence N0°47'00"W a distance of 560.00 feet to the Point of Beginning
Containing 19.60 Acres.

CURVE DATA					
Curve No.	Δ	R	L	T	CHORD
1	30°00'00"	200'	104.72'	53.589'	103.528'
2	60°00'00"	100'	104.72'	57.735'	103.528'





VICINITY MAP

SCALE: 1" = 100'

-o- DENOTES IRON PIN

-■- DENOTES CONCRETE MONUMENTS

Journal Entry of Judgement (Vacation) 2157-522

UNPLATTED

Lot Line Adjustment 4-12-04 3804/1337
Lots 4B, 5B, 6B, 7B + 8B Block 3 now
Lots 4C, 5C, 6C + 7C Block 3
East Lindsey Plaza #3 13-16
Short Form Plat Bk 3890 Pg 985
9-15-2004 East Lindsey Plaza #3 (13-16)
Lot 10A + 10B Blk 3

Lot Line Adjustment
11-3-99
Book 3113 Page 1023
Lots 3A-8A Block 3 East Lindsey Plaza 03 (AKA)
Lots 3B-8B Blk 3 East Lindsey Plaza 03

* Lot Line Adjustment
Lots 2 thru 5, Blk 4
Bk 4003 Pg 36

CLARK ENGINEERING COMPANY

TITLE COMMITMENT

TITLE COMMITMENT

FIDELITY NATIONAL
TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

Inquiries Should Be Directed To:
Sherry Coker
(405) 232-6700 – Voice
(405) 239-2702 – Fax

scoker@ameagletitle.com

American Eagle Title Group, L.L.C.
421 N.W. 13th Street, Suite 320
Oklahoma City, OK 73103

Commitment No. 1808-0029-68

SCHEDULE A

1. Effective Date: August 22, 2018 at 7:30 A.M.

2. Policy or policies to be issued: AMOUNT

   (a) ALTA OWNERS POLICY (6/17/2006) To be named by endorsement
   Proposed Insured:

   To be named by endorsement

3. (a) The estate or interest in the land described in this commitment is:

   Fee Simple

   (b) Title to said estate or interest in said land is at the effective date hereof vested in:

   James L. Schwartz and Brook S. Beavers

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

   Lot 1, Block 1, of East Lindsey Plaza Section 3, an Addition to Norman, Cleveland County, Oklahoma, according to the plat recorded in Book 13 of Plats, page 16.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B – PART I

Commitment No. 1808-0029-68

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

1. Submit proof of the payment to or for the account of the grantors and/or mortgagors of the full consideration for the estate or interest to be insured.

2. Proper documents creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

   Deed from James L. Schwartz and Brook S. Beavers, showing marital status and joined by spouse of each if married vesting fee simple title in the proposed purchaser.

   Note: The State of Oklahoma requires the payment of a conveyance tax in the amount of $00.75 per $500.00 of consideration as a condition precedent to the recordation of any Deed as provided by 68 O.S. § 3201, subject to the exemptions provided for by 68 O.S. § 3202.

3. Return properly executed Lien Affidavit and Indemnity to the Company, and if required, satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid.

4. Satisfactory Affidavit of Possession executed by the seller(s).

5. In the event the proposed insured requires deletion of the general survey exception set forth in paragraph 7 of Schedule B – Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016) [the "Survey Standards"], including Items 1, 2, 4, 7, 8, 9, 10, 11, 16 and 19, as set forth in Table A of the Survey Standards.

   Note: Certain conditions or requirements of other parties to the transaction may require other Items in Table A of the Survey Standards be included in the survey.

Continued on next page

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B – PART I-Continued

Commitment No. 1808-0029-68

6. Satisfaction and release of record of the Construction Mortgage executed by James L. Schwartz and Brook S. Beavers, husband and wife in favor of McClain Bank, dated August 5, 2005, filed August 8, 2005, and recorded in Book 4043, page 767, Modification to Mortgage, filed November 23, 2009 and recorded in Book 4690, page 1125.

7. Satisfaction and release of record of the Construction Mortgage executed by James L. Schwartz and Brook S. Beavers, husband and wife in favor of McClain Bank, dated October 26, 2005, filed October 31, 2005, and recorded in Book 4087, page 862, Modification to Mortgage, filed November 23, 2009 and recorded in Book 4690, page 1122.

8. Satisfaction and release of record of the Mortgage executed by James L. Schwartz and Brook S. Beavers, husband and wife in favor of McClain Bank, dated August 4, 2006, filed August 30, 2006, and recorded in Book 4231, page 29.

9. Satisfaction and release of record of the Mortgage executed by James L. Schwartz and Brook S. Beavers, husband and wife in favor of McClain Bank, dated November 1, 2006, filed November 9, 2006, and recorded in Book 4262, page 950.

10. Satisfaction and release of record of the Mortgage executed by James L. Schwartz and Brook S. Beavers, husband and wife in favor of McClain Bank, dated September 3, 2010, filed September 7, 2010, and recorded in Book 4783, page 1101.

11. Satisfaction and release of record of the Assignment of Rents executed by James L. Schwartz and Brook S. Beavers, husband and wife in favor of McClain Bank, dated September 28, 2017, filed October 19, 2017, and recorded in Book 5732, page 710.

12. Payment of real estate taxes for the year 2017 in the original amount of $3,006.00, Tax code 32371.

13. Obtain and file release of State Tax Lien, against James L. Schwartz of Concreteworks Inc., filed March 29, 2017 and recorded in Book M210, page 765, in the amount of $16,461.32.

Continued on next page

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B – PART I-Continued

Commitment No. 1808-0029-68

14. This commitment for title insurance is issued by American Eagle Title Group, L.L.C., as agent for Fidelity National Title Insurance Company, and shall not be binding on Fidelity National Title Insurance Company unless and until American Eagle Title Group, L.L.C. has obtained high liability authorization.

15. Satisfactory proof of identity must be furnished with regard to the parties executing all documents required hereunder. This may be in the form of a copy of the document(s) (driver's license, passport, etc.) relied upon by the Notary Public for identification of such parties.

16. The abstract covering the land, which was last certified on the date hereinafter shown, must be brought to date, as provided by Oklahoma Department of Insurance Regulations, if the insured transaction is not recorded within 180 days of August 22, 2018.

TITLE COMMITMENT

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B – PART II

Commitment No. 1808-0029-68

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:

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. Fees, taxes and assessments made by any taxing authority for the year 2018, which are not yet ascertainable, due or payable, and all subsequent years.

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. Any adverse matters which would be disclosed by a judgment search on the within named insured.

6. Rights or claims of parties in possession or entitled to possession of the Land, or portions thereof, whose rights are not evidenced by documents recorded in the Public Records.

7. 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

Continued on next page

TITLE COMMITMENT

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B – PART II-Continued

Commitment No. 1808-0029-68

8. 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.

9. Easement for public utilities over west 5 feet and alley easement over west 30 feet as shown on the plat recorded in Book 13 of Plats, page 16.

10. Easement in favor of City of Norman recorded in Book 630, page 399.

11. Right of Way in favor of Sunray Mid-Continental Oil Company recorded in Book 355, page 411, Partial Release recorded in Book 1272, page 83.

12. Ground Field Permit favor of Sunray OX Oil Company recorded in Book 466, page 145, Assignment recorded in Book 3155, page 1307.

13. Ground Field Permit favor of Sunray OX Oil Company recorded in Book 467, page 4, Assignment recorded in Book 3155, page 1307.

14. Right-of-Way in favor of Mobil Pipe Line Company recorded in Book 1920, page 342.

15. Rules and Regulations for the Central Oklahoma Master Conservancy District recorded in Book 1897, page 303 and in Book 1899, page 29.

Countersigned
American Eagle Title Group, L.L.C.

By: _____
Andrew J. McCune
ODI License No. 113795

TITLE COMMITMENT

Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Fidelity National Title Insurance Company, a California 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 90 days 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, Fidelity National 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.

Fidelity National Title Insurance Company

By: _____ President

ATTEST _____ Secretary

Countersigned: _____
Authorized Signatory

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.

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 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/>.*

PROPERTY PHOTOS

Millennium Norman
Student Apartments
Retail &
Multi-Family
Arvest Bank

University of
Oklahoma Campus
AutoZone

1300

EXIT

EXIT

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