

# LAND AUCTION

Potential Development Land in Okmulgee, Oklahoma



## INFORMATION BOOKLET



**WEDNESDAY, MAY 8 at 6PM**

held at the Best Western, Okmulgee, OK

 Online Bidding Available

**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](mailto:brent@schraderauction.com)**



950 N. Liberty Dr., Columbia City, IN 46725  
800.451.2709 | 260.244.7606 | [www.schraderauction.com](http://www.schraderauction.com)

*Follow us and download our Schrader iOS app*





# BOOKLET INDEX



Real Estate Auction Registration Forms

Location Map

Tract Map

Tract Descriptions & Auction Terms

Survey

Topography Map

Tax Statements

Title Commitment

Property Photos





# **BIDDER PRE-REGISTRATION FORM**

**WEDNESDAY, MAY 8, 2019**

**153 ACRES – OKMULGEE, OKLAHOMA**

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,  
P.O. Box 508, Columbia City, IN, 46725,

Email to [auctions@schraderauction.com](mailto:auctions@schraderauction.com) or fax to 260-244-4431, no later than Wednesday, May 1, 2019.

Otherwise, registration available onsite prior to the auction.

## **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**  
**153± Acres • Okmulgee, Oklahoma**  
**Wednesday, May 8, 2019**

This form and deposit are only required if you cannot attend the auction and wish to bid remotely through our online bidding system.

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 Wednesday, May 8, 2019 at 6:00 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](http://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, Wednesday, May 1, 2019**. 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: \_\_\_\_\_

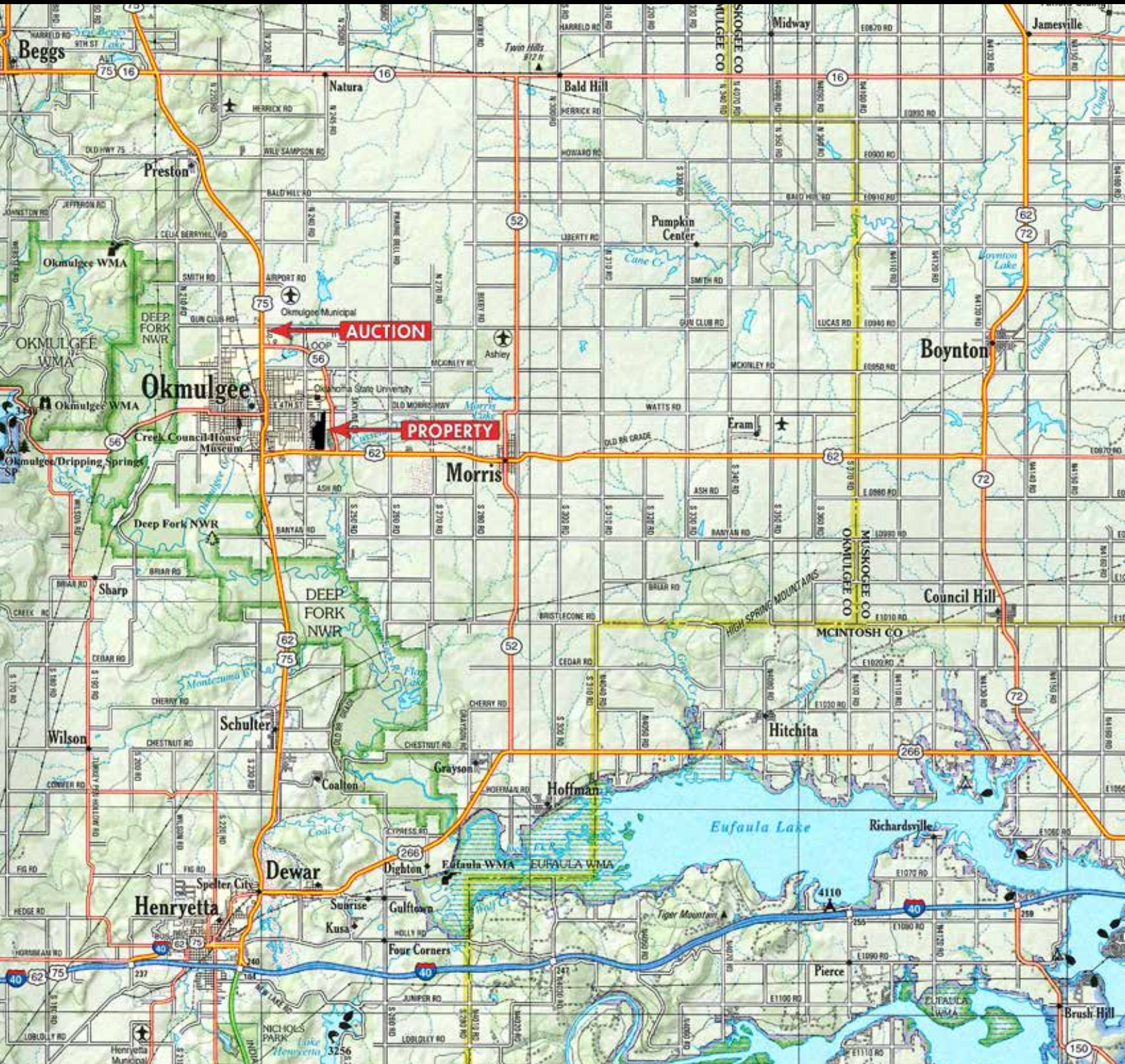
Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to:  
kevin@schraderauction.com or call Kevin Jordan at 260-229-1904.



# LOCATION MAP



# LOCATION MAP



**Property Location:** From the intersection of US Hwy 75 and US Hwy 62 in Okmulgee take US Hwy 62 east for approximately 1 mile, property will be located on your left.

**Auction Location:** Best Western, 3499 N Wood Dr, Okmulgee, OK 74447 – Located along the east side of US Hwy 75 on the north end of town.

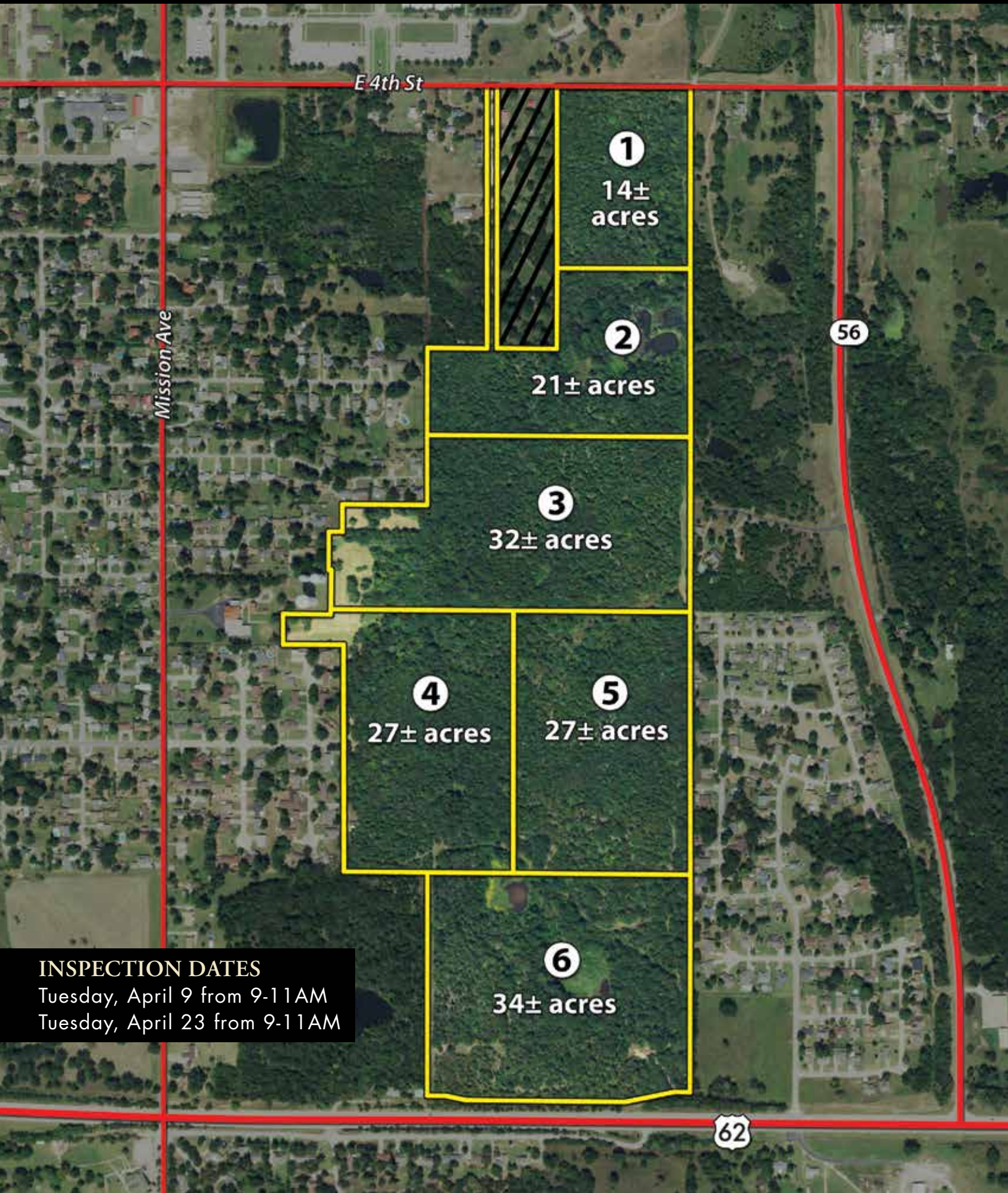
**Online Bidding Available:** You may bid online during the auction at [schraderauction.com](http://schraderauction.com). You must be registered One Week in Advance of the Auction to bid online. For online bidding information, call Kevin Jordan at Schrader Auction Company - 800-451-2709.





# TRACT MAP


# TRACT MAP





# TRACT DESCRIPTIONS

# LAND AUCTION

WEDNESDAY, MAY 8 at 6PM  *held at the Best Western, Okmulgee, OK*  
*Online Bidding Available*

155<sup>±</sup>  
acres  
offered in 6 tracts

Adjacent to OSU Tech Campus  
Development Potential  
US Highway 62 Frontage  
Multiple Access Points

Located within the City Limits of Okmulgee and adjacent to the Oklahoma State University Institute of Technology, this property offers a lot of potential for investors. With 153.73 acres being offered in 6 individual tracts, there is an investment opportunity in this auction for multiple types of Buyers in the market. The property has frontage on the north along E 4<sup>th</sup> Street and US Highway 62 on the southern boundary, along the east and west sides are numerous access points provided by city streets. Multiple ponds are present on the property, which could make very attractive water features. Mature timber, open grassy areas and dense foliage make up the balance of the property, creating an opportunity for a very private setting within city limits. Buyers can bid on any individual tracts or combination of parcels that best fit their needs!

**TRACT 1: 14<sup>±</sup> acres** located along E 4<sup>th</sup> Street on the north end of the property, across the street from Oklahoma State University Institute of Technology.

**TRACT 2: 21<sup>±</sup> acres** located on the north end of the property with access from E 9<sup>th</sup> Street and a nice pond along the east boundary.

**TRACT 3: 32<sup>±</sup> acres** located in the center of the property with access from E 11<sup>th</sup> street that has a balance of dense timber and open trails throughout the property.

**TRACT 4: 27<sup>±</sup> acres** located along the western side of the property, which is accessed by Crestview Drive.

**TRACT 5: 27<sup>±</sup> acres** located along the eastern side of the property that is accessed by Timbercrest Avenue in the adjoining residential development.

**TRACT 6: 34<sup>±</sup> acres** with approximately 1,325 feet of frontage along US Highway 62 and an access point from E. Southbrook Avenue to the east of the property.

## TERMS & CONDITIONS

**PROCEDURE:** Tracts 1 through 6 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:** A 4% Buyer's Premium will be added to the final bid price and included in the contract purchase price.

**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 special 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. 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 at closing.

**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:**

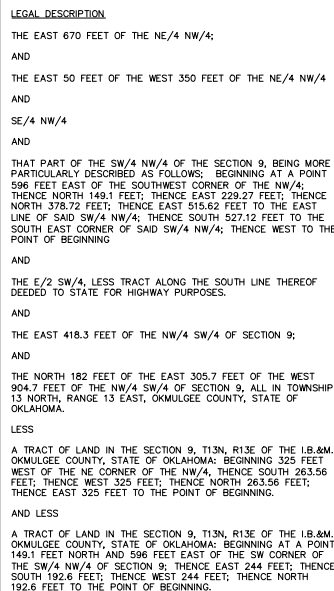
All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either expressed or implied, concerning the property is made by 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.**

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

# SURVEY







THE EAST 670 FEET OF THE NE/4 NW/4;  
AND  
THE EAST 50 FEET OF THE WEST 350 FEET OF THE NE/4 NW/4;  
AND  
SE/4 NW/4  
AND  
THAT PART OF THE SW/4 NW/4 OF THE SECTION 9, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 596 FEET EAST OF THE SOUTHWEST CORNER OF THE NW/4;  
THENCE NORTH 149.1 FEET; THENCE EAST 229.27 FEET; THENCE SOUTH 378.72 FEET; THENCE EAST 516.62 FEET TO THE EAST LINE OF SAID SW/4 NW/4; THENCE SOUTH 527.12 FEET TO THE SOUTHEAST CORNER OF SAID SW/4 NW/4; THENCE WEST TO THE POINT OF BEGINNING  
AND  
THE E/2 SW/4, LESS TRACT ALONG THE SOUTH LINE THEREOF DEED TO STATE FOR HIGHWAY PURPOSES.  
AND  
THE EAST 418.3 FEET OF THE NW/4 SW/4 OF SECTION 9;  
AND

LESS

A TRACT OF LAND IN THE SECTION 9, T13N, R13E OF THE 1.B.&M. OKMULGEE COUNTY, STATE OF OKLAHOMA: BEGINNING 325 FEET WEST OF THE NE CORNER OF THE NW/4, THENCE SOUTH 263.56 FEET; THENCE WEST 325 FEET; THENCE NORTH 263.56 FEET; THENCE EAST 325 FEET TO THE POINT OF BEGINNING.

A TRACT OF LAND IN THE SECTION 9, T13N, R13E OF THE I.B.&M. OKMULGEE COUNTY, STATE OF OKLAHOMA: BEGINNING AT A POINT 149.1 FEET NORTH AND 596 FEET EAST OF THE SW CORNER OF THE SW/4 NW/4 OF SECTION 9; THENCE EAST 244 FEET; THENCE SOUTH 192.6 FEET; THENCE WEST 244 FEET; THENCE NORTH 192.6 FEET TO THE POINT OF BEGINNING.



6/9/2013  
Tony Polunin

[illegible]

200 0 200 400  
SCALE IN FEET





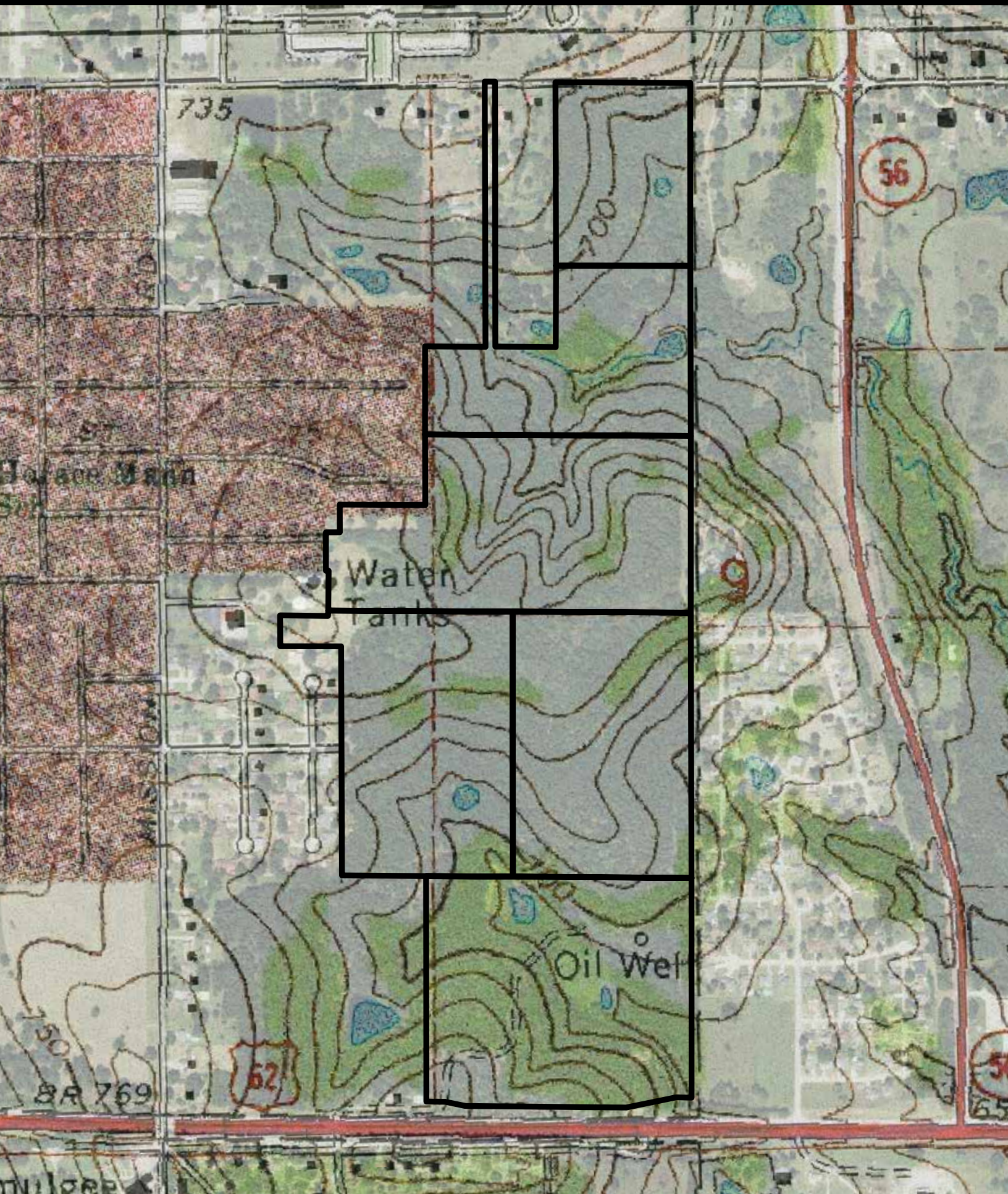




# TOPOGRAPHY MAP



# TOPOGRAPHY MAP





# TAX STATEMENTS

# TAX STATEMENTS

1383-09-13N-13E-B-120-00

Page 1 of 1

Req By: CHERYL

04/05/19 1:20:55 OKLA. CO. #56

WORKING FI

GRIPFIN, MARTHA ETAL  
C/O VIERSEN OIL & GAS  
P O BOX 702708

UNPLATTED 09-13-13 OKM E 670  
1' OP NE NW & E 50' OF W 350' OF  
NE NW & SE NW & PT OF SW NW BEG

OK 741700000

TULSA  
Site Address: 000000

Land Value 2,753  
Misc Value 0  
Bldg Value 0  
Total Value 2,753  
Value By CAMA

BOOK PAGE DATE QS SALE PRICE  
2213 773 0918 Q

PERMIT NO TYPE DATE AMOUNT

Appraiser BL4 BLAKE L. - NONE  
Appr Date 02/26/19  
Use Code 0004 URBAN AG  
NBHD 1005.02 OKM/VL/RURAL AG  
L100 M100 B100

History Values  
Tax Year Total Appraised Value  
18 2,753  
17 2,753  
16 2,753

VALUE  
2,753

ADJUSTMENT CODE/FACTOR .00 .00

PRICE 28.00 AG 1.45

UNITS TP  
67.80 AC

LAND LUSE DESC ZONING  
1 CTE COLLINSVILLE-TAL TM  
AC 67.80



# TAX STATEMENTS

1383-09-13N-13E-C-100-00

Page 1 of 1

Req By: CHERYL  
GRIFFIN, MARTHA & SAM  
C/O VIERSEN OIL & GAS  
P O BOX 702708

04/05/19 1:21:37 OKLA. CO. #56

WORKING FI

UNPLATTED 09-13-13 OKM SR SW L  
ESS HWY & NE SW & E 418.3' OF NW  
SW & N 182' OF E 305.7' OF W 901

OK 74170

TULSA  
Site Address: 000000

Land Value 5,107  
Misc Value 0  
Bldg Value 0  
Total Value 5,107  
Value By CAMA

BOOK PAGE DATE QS SALE PRICE

PERMIT NO TYPE DATE AMOUNT

Appraiser BL4 BLAKE L. - NONE  
Appr Date 02/26/19  
Use Code 0004 URBAN AG  
NBHD 1005.01 OKM/VL/COM/  
L100 M100 B100


History Values  
Tax Year Total Appraised Value  
16 5,107  
17 5,107  
18 5,107

LAND LUSE DESC	ZONING	UNITS TP	PRICE	ADJUSTMENT CODE/FACTOR	VALUE
1 DEC2 DENNIS SILT EROD TM		27.57 AC	59.00 AG	1.45 .00	2,359
2 CTE COLLINSVILLE-TAL TM		48.95 AC	28.00 AG	1.45 .00	1,987
3 HHC HECTOR HARTSELL TM		7.00 AC	33.00 AG	1.45 .00	335
4 BCC BATES-COLLINSVIL TM		6.00 AC	49.00 AG	1.45 .00	426
AC 89.52					



TITLE COMMITMENT

# TITLE COMMITMENT

 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>	

**Transaction Identification Data for reference only:**

Issuing Agent: Robert E. Parker  
Issuing Office's ALTA® Registry ID: 1081370  
Commitment No.: 19040158  
Property Address: Tract 1, OK  
Tract 2, OK

Issuing Office: Executives Title & Escrow, LLC  
Loan ID No.:  
Issuing Office File No.: 19040158

## SCHEDULE A

1. Commitment Date: April 9, 2019 at 07:59 AM
2. Policy to be issued:
  - (a) ☒ ALTA Owners Policy (06/17/06)  
Proposed Insured: A proposed buyer  
Proposed Policy Amount: \$0.00
  - (b) ☒ ALTA Loan Policy (06/17/06)  
Proposed Insured: A Conventional Lender  
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title, at the Commitment Date, vested in:  
Viersen Oil & Gas Co., an Oklahoma corporation (1/2); Doc Watson, L.L.C. (1/4); and GComm Holdings L.L.C. (1/4)
5. The Land is described as follows:

The East 670 feet of the NE/4 of NW/4 and the East 50 feet of the West 350 feet of NE/4 of NW/4 and the SE/4 of NW/4 of Section Nine (9), Township Thirteen (13) North, Range Thirteen (13) East of the Indian Meridian, Okmulgee County, State of Oklahoma, according to the U.S. Government Survey thereof.

AND

The East 418.3 feet of the NW/4 of SW/4 and the North 182 feet of the East 305.7 feet of the West 901.7 feet of the NW/4 of SW/4 AND a part of the SW/4 of NW/4 described as Beginning at a point 596 feet East of the Southwest Corner of said SW/4 of NW/4; thence North 149.1 feet; thence East 229.27 feet; thence North 378.72 feet; thence East 515.62 feet to the East line of said SW/4 of NW/4; thence South 527.12 feet to the Southeast Corner of said SW/4 of NW/4; thence West to the point of beginning, which includes Blocks 3 and 4 of Park Hill Addition to the City of Okmulgee, according to the Amended Plat thereof, LESS Lot 7 Block 4, LESS a tract described as Beginning at a

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



# TITLE COMMITMENT

## SCHEDULE A (Continued)

point 129 feet North and 715 feet East of the Southwest Corner of the SW/4 of NW/4; thence North 40 feet; thence East 40 feet; thence South 40 feet; thence West 40 feet to the point of beginning, AND LESS a tract described as Beginning at a point 106.5 feet North and 755 feet East of the Southwest Corner of the SW/4 of NW/4; thence North 85 feet; thence East 85 feet; thence West 85 feet to the point of beginning, AND LESS a tract in the SW/4 of NW/4 and NW/4 of SW/4 described as Beginning at a point 149.1 feet North and 596 feet East of the Southwest Corner of the SW/4 of NW/4; thence East 119 feet; thence South 20.1 feet; thence East 40 feet; thence South 22.5 feet; thence East 85 feet; thence South 150 feet; thence West 244 feet; thence North 192.6 feet to the point of beginning, all in Section Nine (9), Township Thirteen (13) North, Range Thirteen (13) East of the Indian Meridian, Okmulgee County, State of Oklahoma, according to the U.S. Government Survey thereof.

AND

SE/4 of SW/4, LESS Highway Right-of-Way, and NE/4 of SW/4 of Section Nine (9), Township Thirteen (13) North, Range Thirteen (13) East of the Indian Meridian, Okmulgee County, State of Oklahoma, according to the U.S. Government Survey, thereof.

Countersigned:  
Executives Title & Escrow Company, LLC




\_\_\_\_\_  
Validating Officer or Agent  
Robert E. Parker  
License #93755, Bar No. 6897

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2006-2016 American Land Title Association. All rights reserved.  
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



# TITLE COMMITMENT

 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b> <small>ISSUED BY</small> <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII</b>	

Commitment No.: 19040158

## SCHEDULE B, PART I

### Requirements

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. Return properly executed Seller/Owner Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements the Land have been or will be paid.
6. Deed from Viersen Oil & Gas Co., vesting fee simple title in A proposed buyer
- 7.

NOTE: The State of Oklahoma required the payment of a documentary stamp tax as a condition precedent to the recordation of any deed as provided by 68 Okla. Stat. 3201, subject to the exemptions provided by 68 Okla. Stat. 3202.

8. Mortgage from A proposed buyer
9. , 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

10. The present record owner, Doc Watson, LLC and GComm Holdings L.L.C., is a limited liability company. Any conveyance must be by the duly authorized manager of the limited liability company.
11. Redemption of the 2018 ad valorem taxes as to Lots 1-6, Block 4, Park Hill.
12. At page 169s #159,317) is a Personal Representative's Deed from BOKF, N.A., d/b/a BANK OF OKLAHOMA, the duly qualified and acting Personal Representative of the Estate of Martha W. Griffin, Deceased, to GCOMM

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*


**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





# TITLE COMMITMENT

 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b> <small>ISSUED BY</small> <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII Cont.</b>	

Commitment No.: 19040158

HOLDINGS, L.L.C. dated September 25, 2018, and recorded on September 27, 2018 in Book 2213 at Page 773. Said deed indicates that the transfer is made pursuant to an Order filed on July 5, 2017 in Muskogee County District Court Case No. PB-2015-00149, styled, *In the Matter of the Estate of Martha W. Griffin, Deceased*.

I have reviewed and approved of a transcript of the probate proceedings. I require that you obtain and record the Order Authorizing Transfer of Property and Waiving Filing of any Accounting by Personal Representative.

Additionally, it appears that said deed has an error in the legal description in that the first Less and Except legal description on page 2 of said deed should not have been included. Therefore, I require that you obtain and record a corrected Personal Representative's Deed in favor of GCOMM Holdings, LLC, with the legal description as reflected on the commitment.

13. At closing have the records of the U. S. Bankruptcy Court for the Eastern District of Oklahoma checked to insure that nothing adverse has been filed.
14. **FOR A CONSTRUCTION MORTGAGE:** Furnish satisfactory pre-construction inspection report or certificate, dated subsequent to the recordation of the mortgage, showing that no materials have been delivered to the project site, and no construction commenced.
15. NOTE: For any proposed policy in excess of \$1,000,000.00, a High Liability Authorization Request must be obtained and approved by the underwriter, prior to closing.
16. A Uniform Commercial Code Search Certificate should be obtained from the office of the County Clerk with respect to the owners of the property, stating that no financing statements for fixtures for personal property have been filed, which statements might constitute a line on said property.
17. At closing have the records checked against the subject property and have a court search obtained on the Sellers of said property to insure that nothing adverse has been filed.
18. An executed Owner In Possession Affidavit must be provided by the owner to determine if anyone is in possession of the property other than the present owner, and if so, by what claim are they in possession.
19. An Affidavit of Purchaser that there are no unpaid bills for labor or materials furnished to the property within the last four months.
20. An Affidavit of Owner that he has no knowledge of, or been advised of, any taxes or special assessments being levied against the property which would constitute a lien, other than those of record.
21. Subsequent to the recording of the deed and/or mortgage, obtain and provide to the undersigned a written title search performed by a bonded abstract company doing business within the county in which the property is located; said search must be reviewed and approved by the countersigner of the commitment/policy and any


*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



# TITLE COMMITMENT

 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
<b>Schedule BI &amp; BII Cont.</b>	ISSUED BY <b>First American Title Insurance Company</b>

Commitment No.: 19040158

adverse items shown thereon must be satisfied prior to the issuance of the final title policy.

22. CLOSING INFORMATION NOTE: If the closing for the subject property is to be conducted or disbursed by the undersigned TITLE COMPANY, we require all monies due from the purchase/loan to be in the form of a cashier's check, official bank check, money order or wire transfer made payable to said TITLE COMPANY. (Due to wide variances in banking policies/practices and the lack of control over the process of incoming wires until it reaches our account at our banking institution, the undersigned TITLE COMPANY cannot accept financial responsibility for delays in the funding of said cases due to the absence/delay of said funds reaching our account nor for the absence/delay of funding checks not received at time of closing).


*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



# TITLE COMMITMENT

 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII Cont.</b>	

Commitment No.: 19040158

## 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:

### 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. Any encroachments, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete land survey of the Land or that could be ascertained by an inspection of the Land.
- 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
- e. The Standard Exceptions (a, b, c and d above) may be eliminated in the Policy upon meeting the requirements of the Company.

### SPECIAL EXCEPTIONS

1. Ad valorem taxes for 2019, amount of which is not ascertainable, due or payable.
2. 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.
3. Water rights, claims or title to water, whether or not shown by the Public Records.


*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



# TITLE COMMITMENT

	<b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
<b>Schedule BI &amp; BII Cont.</b>	<small>ISSUED BY</small> <b>First American Title Insurance Company</b>	

Commitment No.: 19040158


*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



# TITLE COMMITMENT

 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b> <small>ISSUED BY</small> <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII Cont.</b>	

Commitment No.: 19040158

4. Restrictive covenants, conditions, restrictions and easements as contained in Owner's Certificate and Dedication (page 81s #159317), recorded July 19, 1965, in Plat Book No. 6 at Page 69; Owner's Certificate, Dedication and Reservations (page 85s #159317), recorded July 19, 1965 in Book 931 at Page 288; Owner's Certificate and Dedication (page 90s #159317), recorded April 27, 1967 in Book 956 at Page 204; Amendment to Deed of Dedication (page 93s #159317), recorded May 5, 1966 in book 943 at Page 481, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42 Section 3604(c), of the United States Codes, which do not provide for a forfeiture or reversion of title and which have not been violated.
5. Statutory section line road right of way along the North line and South line of Section 9-13N-13E.
6. Right of Way Grant (page 36b #15333) to Okmulgee Gas Company, dated January 15, 1923, filed June 15, 1923, recorded in Book M-259 at Page 156.
7. Grant of Right of Way (page 46b #15333) to BARNSDALL OIL COMPANY, dated February 15, 1927, filed March 5, 1927, recorded in book 365 at Page 321.
8. Right of Way Grant (page 23b #15091) to Gulf Pipe Line Company, dated February 26, 1915, filed June 16, 1915, recorded in Book D-93 at Page 94.
9. Right of Way Grant (page 29b #15091) to Gulf Pipe Line Company, dated June 26, 1915, filed June 26, 1915, recorded in Book D-93 at Page 107; Supplemental Assignment of Rights of Way (page 9s #159317) to Associated Natural Gas, Inc., dated October 1, 1992, filed February 9, 1993, recorded in Book 1520 at Page 498; Assignment and Assumption Agreement (page 16s #159317) to ScissorTail Field Services, LLC, dated May 29, 2003, filed January 12, 2004, recorded in Book 1810 at Page 232.
10. Right of Way Grant (page 40b #15019) to GULF PIPE LINE COMPANY, dated February 22, 1915, filed June 26, 1915, recorded in Book D-93 at Page 110.
11. Right of Way Grant (page 57b #15019) to Okmulgee Gas Co., dated July 29, 1922, filed June 15, 1923, recorded in Book D246 at Page 614.
12. Right of Way Contract (page 58b #15019) to Empire Pipeline Co., dated ---, filed January 12, 1925, recorded in Book CMS5 at Page 344.
13. Right of Way Easement (page 115b #15019) to Public Service Company of Oklahoma, dated November 27, 1946, filed December 21, 1946, recorded in Book 636 at Page 59.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*


Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





# TITLE COMMITMENT

 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b> ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII Cont.</b>	

Commitment No.: 19040158

14. Grant of Right of Way (page 55b #16276) to Barnsdall Oil Company, dated ---, filed March 5, 1927, recorded in Book 365 at Page 319.
15. Right of Way Easement (page 31s #159317) to Byrdell B. Matthews and Gloria Jean Matthews, dated September 7, 1963, filed September 12, 1963, recorded in Book 902 at Page 573; Warranty Deed (page 33s #159317) to David T. Kennedy and Charlene Kennedy, dated April 7, 1969, filed April 16, 1969, recorded in Book 983 at Page 310; Warranty Deed (page 34s #159317) to Hal Kennedy, dated December 29, 1971, filed January 3, 1972, recorded in Book 1018 at Page 498; Quit Claim Deed (page 36s #159317) to Hal Kennedy and Lela B. Kennedy, dated January 26, 1973, filed January 26, 1973, recorded in Book 1035 at Page 483; Warranty Deed (page 37s #159317) to Bobby L. Bryant and Helga E. Bryant, dated March 5, 1974, filed March 5, 1974, recorded in Book 1053 at Page 562; Warranty Deed (page 38s #159317) to Clinton Orbie Coverdill and Karen Sue Burton, dated June 14, 1977, filed June 15, 1977, recorded in Book 1120 at Page 332; Order Terminating Joint Tenancy (page 39s #159317), Case No. P 82-61; dated May 12, 1982, filed June 3, 1982 in the District Court of Okmulgee County; Warranty Deed (page 43s #159317) to Wendell C. Frederick and Beulah M. Frederick, dated October 16, 1986, filed October 16, 1986, recorded in Book 1394 at Page 730.
16. Easement for Sewer Line (page 76s #159317) to The City of Okmulgee, filed November 2, 1961, recorded in Book 873 at Page 99,
17. Highway Easement (page 78s #159317) to the State of Oklahoma, dated October 26, 1961, filed December 22, 1961, recorded in Book 875 at Page 102.
18. The five foot underground easement for service cables (page 93s #159317) running from the service pedestal or transformer to the point of usage on the house.
19. Right of Way Easement (page 96s #159317) to Public Service Company of Oklahoma, dated April 13, 1966, filed May 4, 1966, recorded in Book 943 at Page 464.
20. Easement (page 100s #159317) to the City of Okmulgee, dated July 14, 1977, filed July 15, 1977, recorded in Book 1122 at Page 274; Correction Easement (page 101s #159317) to the City of Okmulgee, dated July 30, 1977, filed August 3, 1977, recorded in Book 1123 at Page 262.
21. Right of Way Easement (page 102s #159317) to Public Service Company of Oklahoma, dated February 22, 1978, filed March 21, 1978, recorded in Book 1138 at Page 74; Right of Way Easement (page 103s #159317) to Public Service Company of Oklahoma, dated October 18, 1978, filed November 8, 1978, recorded in Book 1157 at Page 309.
22. Utility Easement (page 106s #159317) to City of Okmulgee, dated June 21, 1979, filed June 26, 1979, recorded in Book 1172 at Page 275.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*


Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





# TITLE COMMITMENT

 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
<b>Schedule BI &amp; BII Cont.</b>	ISSUED BY <b>First American Title Insurance Company</b>

Commitment No.: 19040158

23. Permanent Easement Grant (page 123s #159317) to The City of Okmulgee, dated August 2, 2003, filed September 25, 2003, recorded in Book 1800 at Page 501; Permanent Easement Grant (page 125s #159317) to The City of Okmulgee, dated August 22, 2003, filed September 25, 2003, recorded in Book 1800 at Page 503; Pipeline Right of Way Easement (page 127s #159317) to The City of Okmulgee, dated August 4, 2003, filed September 25, 2003, recorded in Book 1800 at Page 505.
24. Right of Way Agreement (page 133s #159317) to Oneok, Inc., dated April 20, 1992, filed April 27, 1992, recorded in Book 1505 at Page 322; Assignment and Assumption of Real Property Interests (page 135s #159317) to One Gas, Inc., filed February 5, 2014, recorded in Book 2090 at Page 612/

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





PROPERTY PHOTOS



Tract 2



Tract 3





Tract 4



Tract 5





Tract 5



Tract 6

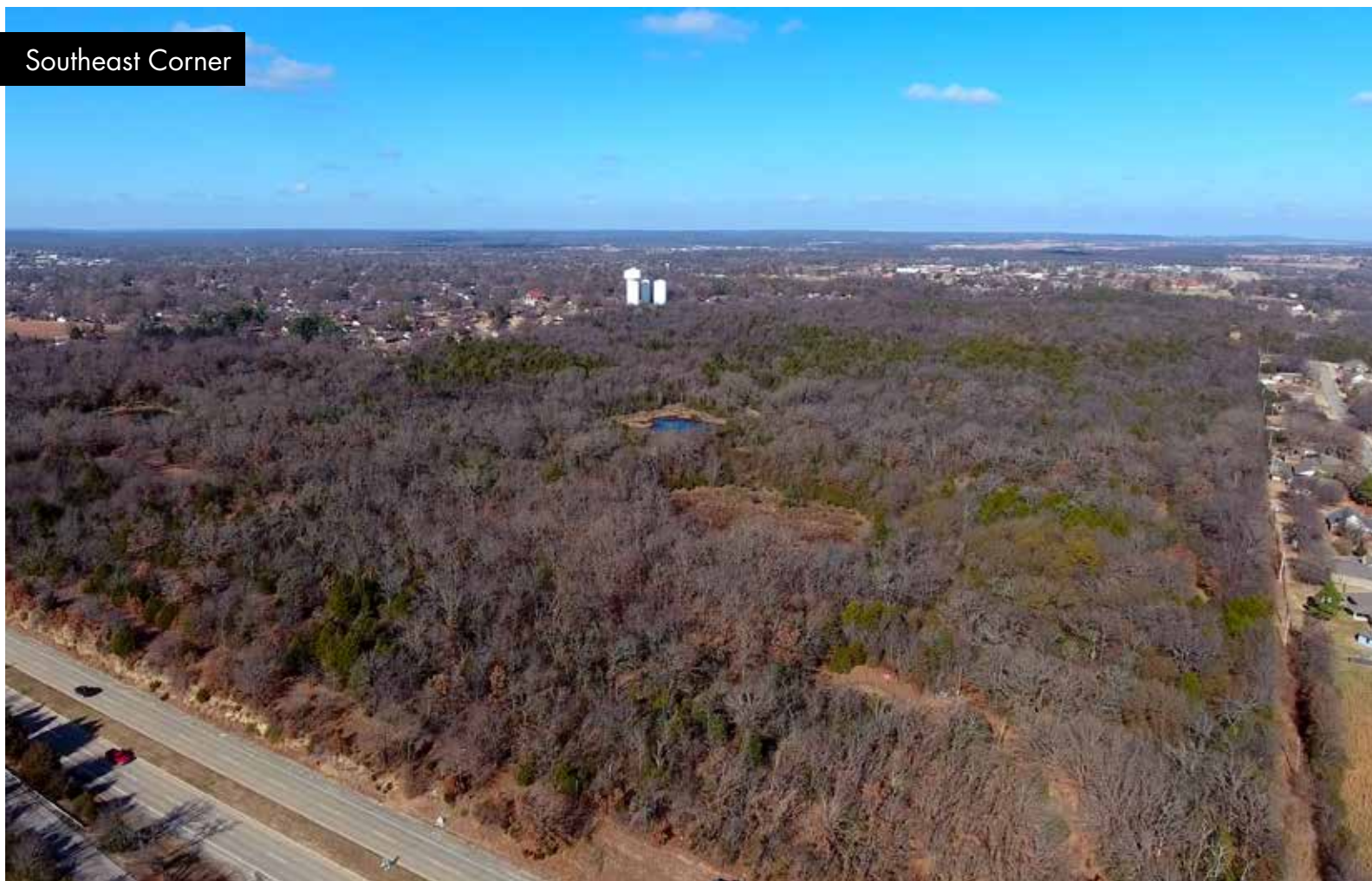




Tract 6



Southeast Corner

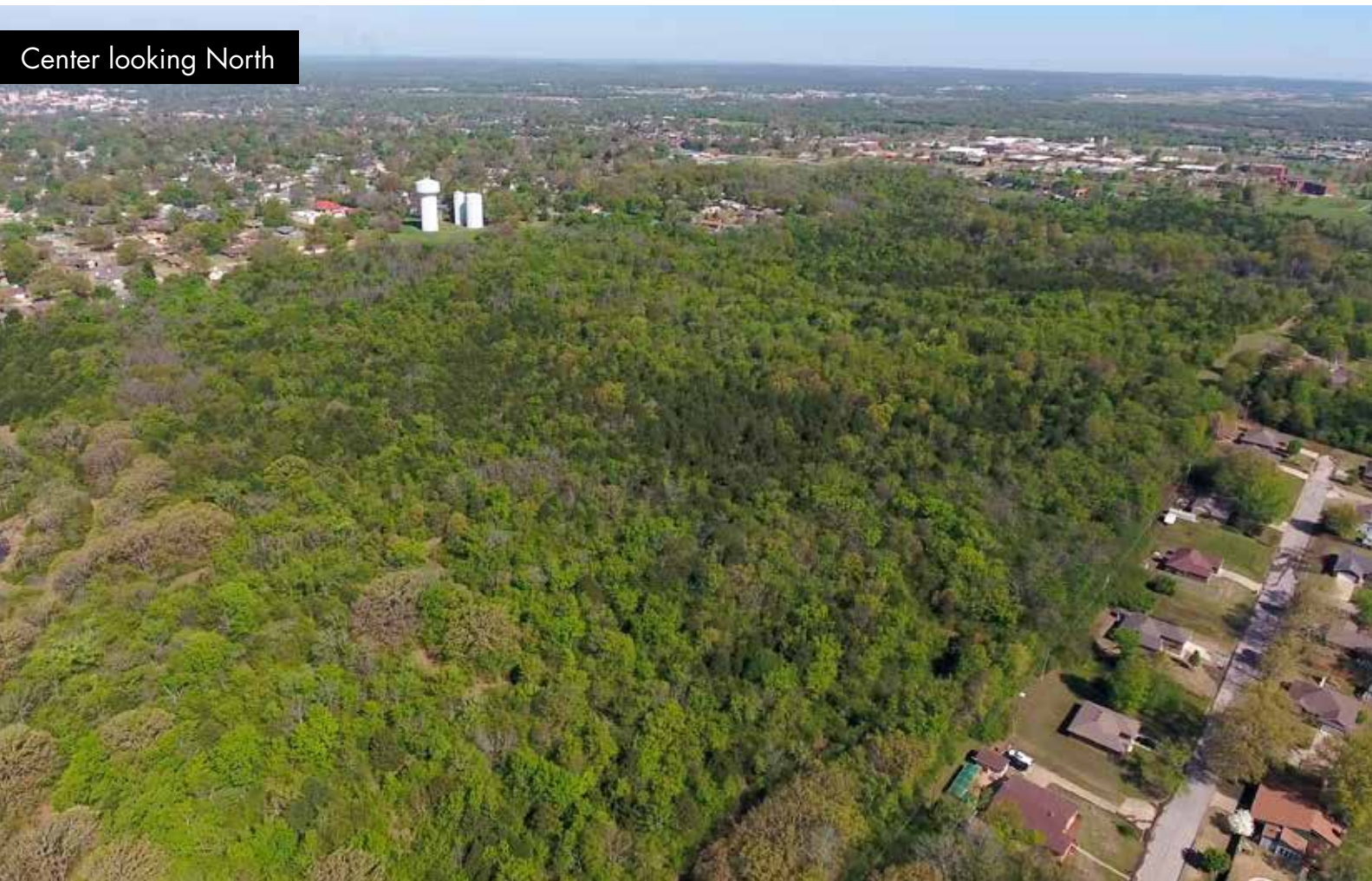




North View



Center looking North

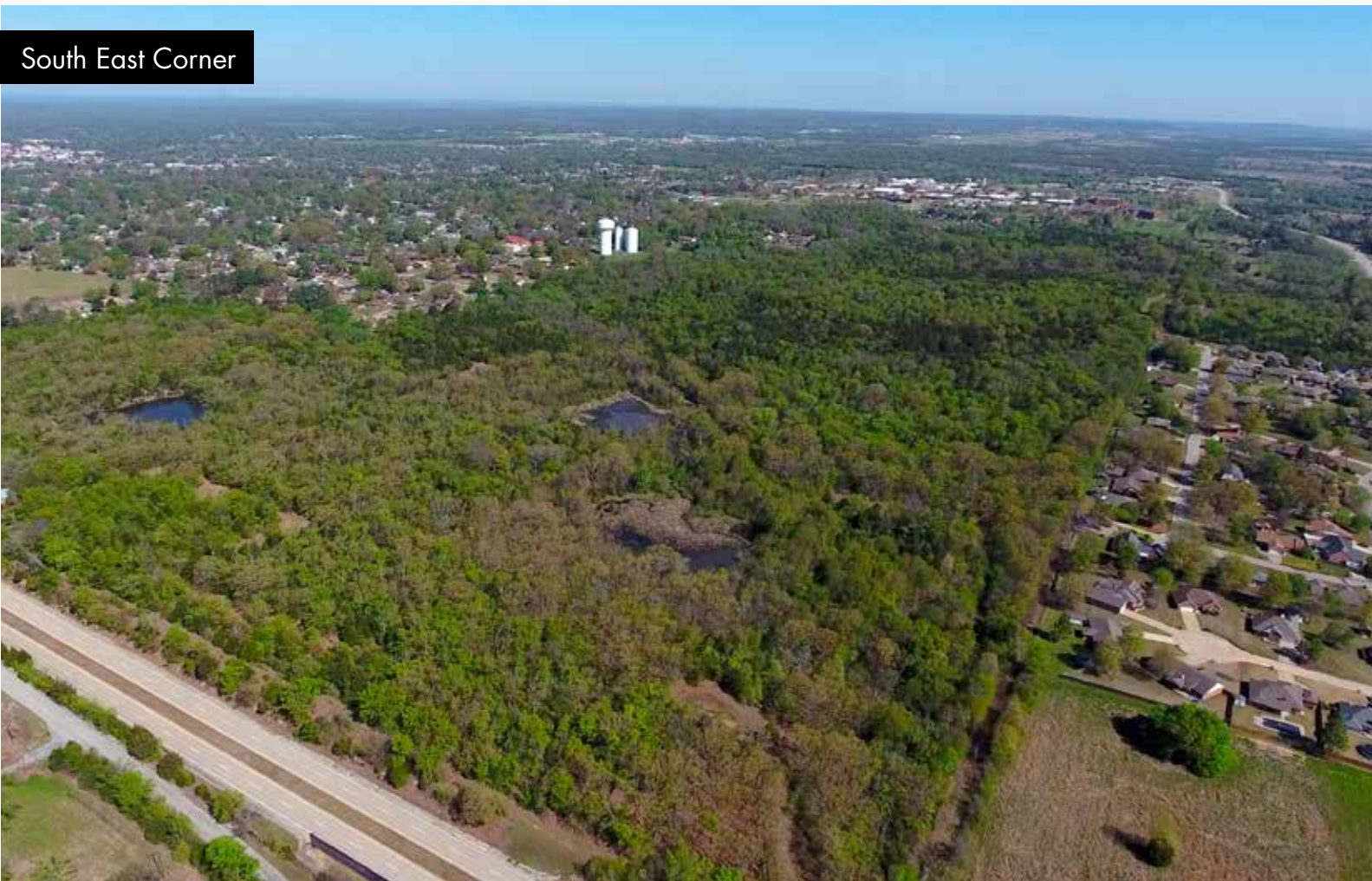




North View



South East Corner







950 North Liberty Drive, Columbia City, IN 46725  
800.451.2709 • 260.244.7606 • [www.schraderauction.com](http://www.schraderauction.com)

