Cover page for:

# Preliminary Title Insurance Schedules (with copies of recorded exceptions, as provided by the title company)

Preliminary title insurance schedules prepared by:

Oklahoma Closing & Title Services, Inc.

## Tract 16 (Payne County, Oklahoma)

For June 9, 2021 auction to be conducted by:
Schrader Real Estate and Auction Company, Inc.

On behalf of:

Lane Homes, LLC

### American Eagle Title Insurance Company

### SCHEDULE A

- 1. Commitment Date: May 18, 2021 at 07:00 AM
- Policy to be issued:
  - (a) ALTA Owner Policy (6-17-06)
    Proposed Insured: TBD
    Proposed Policy Amount: TBD
- The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
- The Title is, at the Commitment Date, vested in: Lane Homes, LLC

American Eagle Title Insurance Company

The Land is described as follows:
 Lots Four (4), Five (5), Six (6) and Seven (7), in Block Nine (9), HIGHLANDS ADDITION to the City of Cushing, Payne County, State of Oklahoma, according to the recorded plat thereof, LESS AND EXCEPT Highway right-of-way.

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Oklahoma Closing & Title Services, Inc., Angela J. Whitehead #87109

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



### American Eagle Title Insurance Company

### 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. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- Satisfactory proof of identity must be furnished with regard to the parties executing II documents.
- 7. Furnish an appropriate Underwriters form of Borrower/Seller Affidavit signed and acknowledged by both the Buyers and the Sellers and initialed in all required places.
- 8. Secure an accurate plat of survey by a registered land surveyor showing all easements, fences, setback lines, and encroachments, if any.
- 9. Before closing, have the records checked against the subject property and a court search obtained on the seller and the buyer or borrower (if refinance) of said property to insure nothing adverse has been filed of record.
- 10. Obtain final abstracting or a final title report for issuance of policy.
- 11. Obtain prior to closing the Operating Agreement creating the Lane Homes, LLC; setting out which Manager is authorized to sign on behalf of said L.L.C.; and provide documentation from the Secretary of State that L.L.C. is in good standing.
- 12. Obtain and furnish a letter from the City of Cushing stating that there are no unpaid assessments due or delinquent.
- 13. You should satisfy yourself that the recorded easements do not adversely impact your proposed use of the premises.
- 14. Properly executed Warranty Deed from the current record owners to the new purchasers. NOTE: Limited liability companies must convey property and conduct business through a manager, who may or may not be a member, as revealed by the Articles on file with the Secretary of State, and the operating agreement, together with all amendments thereto.
- 15. If mortgage will be made then an exception of said mortgage will be made on the Owner's Title Policy.

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AMERICAN LAND TITLE ASSOCIATION

### SCHEDULE B

(Continued)

### 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:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
- 2. Encroachments, overlaps, discrepancies or conflicts in boundary lines, shortgage in area, or other matters which would be disclosed by an accurate and complete survey or inspection of the premises.
- 3. Rights or claims of parties in possession not shown by the public records.
- 4. Easements or claims of easements not shown by the public records.
- 5. 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.
- 6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or the public record.
- 7. 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.
- 8. Ad-Valorem taxes for 2021 and subsequent years, the amount of which is not ascertainable, due or payable.
- Water rights, claims or title to water, whether or not shown by the public records.
- 10. Building setback lines and easements across the subject property as shown on the subdivision plat, located at page 3 of Abstract and in Plat and Dedication filed December 28, 1912 in Book 10 MS Page 266 appearing at Page 23 of abstract.

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### **SCHEDULE B**

(Continued)

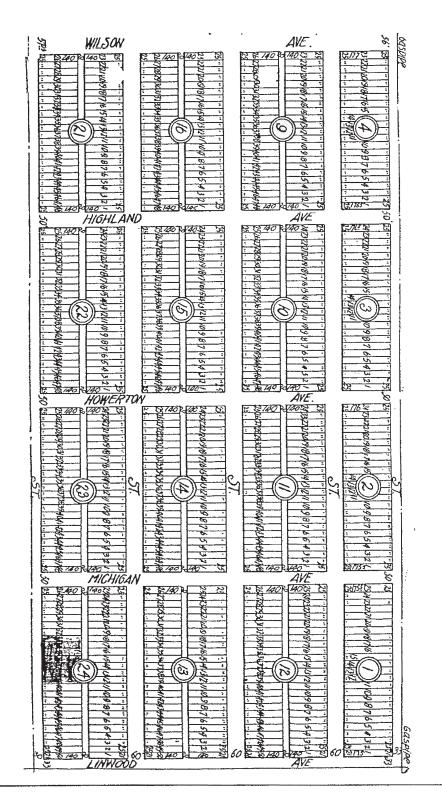
11. Highway Easement in favor of the State of Oklahoma filed May 11, 1962 in Book 149 Misc Page 293 appeaing at Page 67 of abstract.

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# HIGHLANDS ADDITION TO CUSHING, OKLAHOMA

BEING A SUB-DIVISION OF LOTS 1, 2 and 3, Sec. 3, Twp. 17 N., Range 5 East I. M.



DEDICATION.
Filed Dec 28, 1912 at 4:50 P. M.
Recorded in Book 10 Misc at page 266.

KNOW ALL MEN BY THESE PRESENTS:

That Milton Thompson and Maud Thompson, his wife, being the owners of Lot Three (3) in the Northwest Quarter of Section Three (3) Township Seventeen (17) North of Range F ive (5) East of the Indian Meridian, and shown on the annexed map or plat as Blocks, five to eight inclusive ( 5 to 8) and seventeen to twenty inclusive (17 to 20) and Guss Howerton and Mattie F. Howerton, his wife, being the owners of Lots One and two (1 & 2) in the Northeast Quarter of Section three (3), Township Seventeen (17) North of Range five (5) East of the Indian Meridian, and as shown on the annexed map or plat as blocks one to four inclusive ( 1 to 4) nine to sixteen inclusive ( 9 to 16) and twenty-one to twenty-four inclusive (21 to 24) situated in Payne County, Okla. have caused the same to be subdivided into Lots, Blocks, Streets, and alleys, and that the annexed map or plat is a correct representation of said lands as subdivided, which we hereby designate and name, Highlands Addition to Cushing, Okla, and dedicate the streets and alleys as shown on said map or plat to the public.

Signed this 27 day of December, 1912.

Guss Howerton
Mattie F. Howerton

Milton Thompson Maud Thompson

State of Oklahoma, County of Payne, ss.

Before me, F. E. Cullison, Notary Public in and for said County and State, on this 27 day of December, 1912, personally appeared Milton Thompson and Maud Thompson, his wife, and Gus A Howerton and Mattie F. Howerton, his wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and Notarial seal this 27 day of Deca 1912

(Seal.) F. E. Cullison, My com expires Oct. 22, 1916. Notary Public. DEDICATION. (CONT'D). 10 Misc at page 266.

I, Warren E. Moore, a resident of Oklahoma County, Okla., hereby certify that I am by profession a Civil Engineer, and that at the instance of Milton Thompson and Maud Thompson, his wife, and Gus A Howerton, and Mattie F. Howerton, his wife I subdivided Lots one, two and three (1-2-3) Section Three (3) Township Seventeen (17) North of Range F ive (5) East of the Indian Meridian, and that the annexed map or plat is a correct representation of said lands as subdivided by me.

Signed this 26th day of December, 1912.

Warren E. Moore, Civil Engineer.

State of Oklahoma, Oklahoma County, ss.

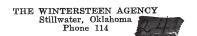
Before me, Gus A. Elbow, a Notary Public, in and for said County and State, on this 26th day of December, 1912, personally appeared Warren E. Moore, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and notarial seal this 26th day of December, 1912.

(Seal.) Gus A. Elbow, Notary Public.

My com. expires Oct 26th, 1913.

EXAMINED



207	100K 149 Meac PA	AY EASI	FAP-U-592(3)
KNOW ALL MEN	N BY THESE PRESENTS:		# 48
That E	rnest and Fannie Pri	cilla Rice	-
Annual Co.	Cushing		
		ofPay	yneCounty;
of Oklahoma, here	inafter called the Grantors (w		r and in consideration of the sum of
One thous	and three hundred tw	enty and 00/100-	dollars (\$1320.00
and other good, val of Oklahoma the fo or facilities necessa	luable and sufficient considerat ollowing described lots or parc ry and incidental thereto, to-w	ions, do hereby grant, be els of land for the purp it:	argain, sell, convey and dedicate unto the cose of establishing thereon a public hig
of His	p, piece or parcel of hlands Addition to the oma. Said parcel of la	e original townsite	s 1 to 7 inclusive, Block 9 e of Gushing in Payne County, d as follows:
The No	orth 10 feet of Lots 1	to 7 inclusive of	said Block 9.
Contai	Ining 0.04 acres, more	or less.	
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For the same co in and to the surface dirt, rock, gravel, san however, that any ex said land for the pu the remaining lands o	nsiderations hereinbefore recited, so f the above granted and dedicated and other road building material plorations or developments of said rposes herein granted; and reserving the Grantors.	aid Grantors hereby waive, a tract of land and the appu s, reserving and excepting u reserved mineral rights shall ag unto said Grantors the ri	relinquish and release any and all right, title or urtenances thereunto belonging, including any runto said Grantors the mineral rights therein; prell not directly or indirectly interfere with the eight of ingress and egress to said public highwa
To have and to claims of damages or tion and maintenance areas and other facilit of a public highway to be in suclaws of the State of to said property for a facilities.	hold said above described premises injury that may be sustained direct of a public highway and all high ties that may now or hereafter be, and incidental facilities over, across h municipality, county or other ag Oklahoma; and said obtate of Oklah the purpose of entering upon, cons	unto the said State of Okl ily or indirectly to the rema way excavations, embankme, in the discretion of the green along the above describe ency of the State of Oklah oma, its officers, agents, co tructing, maintaining or reg	lahoma, free, clear and discharged from any a nining lands of the Grantors by reason of the con- tnts, structures, bridges, drains, sight distance or antee, necessary for the construction and main d real estate; the supervision and control of said oma as has or may have jurisdiction thereof intractors and employees are hereby granted free culating the use of said public highway and in
Said Grantors h			of these presents they are the owners in fee sir
the above described	premises and that same are free as	id clear of all liens and cla	ims whatsoever except
	· <u>·</u>		
	antors hereby designate and appoin		
	the claim and receive the compen		23
In witness whereof t	he Grantors herein named have her	eunto set their hands and so	als this the
day of	Truch	-1962	, , , , , ,
52) 51-		25	1 4/1

Before me, a Notary Public in and for said county and state, on this.    State of Oklahoma,   County of	State of Oklah	ота,	• )					•
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