

*Cover page for:*

**Preliminary Title Insurance Schedules  
(with copies of recorded exceptions)**

*Preliminary title insurance schedules prepared by:*

**Guarantee Abstract Company**

**(File Number: 19110066-3285)**

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**Auction Tracts 1 & 2  
(Garfield County, Oklahoma)**

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*For December 17, 2019 auction to be conducted by:*

**Schrader Real Estate and Auction Company, Inc.**

*On behalf of:*

**BOKF, N.A., dba Bank of Oklahoma, as Trustee of  
the William Douglas Ford Family Trusts A, B & C dtd 12/30/1981  
and the Carl S. Ford Granddaughters' Trusts D, E & F dtd 12/30/1981**



*First American Title*™

# ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

## Commitment

### COMMITMENT FOR TITLE INSURANCE

Issued By

**FIRST AMERICAN TITLE INSURANCE COMPANY**

#### NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, *First American Title Insurance Company*, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

#### **First American Title Insurance Company**

Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

#### COMMITMENT CONDITIONS

*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.*

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## 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

## 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

## 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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*First American Title™*

# ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

## Schedule A

**Transaction Identification Data for reference only:**

Issuing Agent: BAILEY HANS LLC DBA GUARANTEE ABSTRACT COMPANY 217 WEST BROADWAY ENID, OK 73701 (580) 237-5537

Issuing Office: BAILEY HANS LLC DBA GUARANTEE ABSTRACT COMPANY

Issuing Office's ALTA® Registry ID: 0002335

Commitment No.: 19110066-3285

Loan ID No.:

Issuing Office File No.: 19110066-3285

Property Address: SW/4 28-23-3, Garfield County, OK

Revision No.:

### SCHEDULE A

1. Commitment Date: **November 14, 2019 at 7:50AM**

2. Policy to be issued:

(a)  ALTA® Owner's Policy of Title Insurance (6-17-06 Form 5011400 7-1-14)

Proposed Insured: **'ENTITY CAPABLE OF HOLDING TITLE'**

Proposed Policy Amount: **\$TBD**

(b)  ALTA® Loan Policy of Title Insurance (6-17-06 Form 5011300 7-1-14)

Proposed Insured:

Proposed Policy Amount: **\$**

(c)  ALTA® Short Form Residential Loan Policy (Rev. 12-3-12 SCH A & B Form 502470 7-1-14)

Proposed Insured:

Proposed Policy Amount: **\$**

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. The Title is, at the Commitment Date, vested in: **BOKF, N.A., d/b/a Bank of Oklahoma, Trustee of the William Douglas Ford Family Trusts A, B and C created under the Last Will and Testament of Carl S. Ford, dated December 30, 1981 and the Carl S. Ford Granddaughters' Trusts D, E and F, created under the Last Will and Testament of Carl S. Ford, dated December 30, 1981**

5. The Land is described as follows:

**The Southwest Quarter (SW/4) of Section Twenty-Eight (28), Township Twenty-Three (23) North, Range Three (3) West of the Indian Meridian, Garfield County, Oklahoma.**

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**FIRST AMERICAN TITLE INSURANCE COMPANY**

By: Krystal L. Olsen  
Authorized Signatory  
**Krystal L. Olsen, License #112711**

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*First American Title*™

## ALTA Commitment for Title Insurance

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**First American Title Insurance Company**

# Schedule BI & BII

Commitment No.: 19110066-3285

### 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. Deed from **BOKF, N.A., d/b/a Bank of Oklahoma, Trustee of the William Douglas Ford Family Trusts A, B and C created under the Last Will and Testament of Carl S. Ford, dated December 30, 1981 and the Carl S. Ford Granddaughters' Trusts D, E and F, created under the Last Will and Testament of Carl S. Ford, dated December 30, 1981, vesting fee simple title in TBD.**

NOTE: The State of Oklahoma requires 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.

6. Mortgage from **TBD**, stating marital status and joined by spouse if married, 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.

7. Return properly executed Seller/Owner Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid.
8. Provide properly executed Buyer/Borrower lien affidavit.
9. Furnish an accurate survey of the premises which would disclose any encroachments, overlaps, boundary line disputes, or other matters, or exception will remain on the policy.
10. Final policy cannot be issued, unless abstract certificate date, which is November 14, 2019 at 7:50AM, is no more than 180 days from the recording date of the instruments to be insured. Therefore, instruments must be recorded on or before the close of business May 14, 2020, OR abstract must be extended to date, resulting in additional charges, before the final policy can be issued.

**Continued...**

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11. Obtain and file a certified copy of the Last Will and Testament in Oklahoma County District Court Case PB-2014-861, for WM Doug Ford containing this power of appointment be filed in the Garfield County Clerk's office and indexed against the subject property.
12. If transaction is closed on or after November 1, 2019, ascertain the amount, pay and satisfy of record Ad Valorem tax for 2019, or exception will appear in policy.

**NOTE:**

The subject property appears to be unencumbered by a mortgage. You should inquire with the owner as to the possibility of any unrecorded or mis-indexed mortgage securing the property and return the results of the inquiry for review and possible further requirements.

**NOTE:**

Trusts A, B and C each have an undivided ¼ interest. Trusts D, E and F each have an undivided 1/12 interest. The deed conveying the subject property should have a separate signature line and acknowledgment for each of the six trusts.

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	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII (Cont.)</b>	

Commitment No.: 19110066-3285

**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.

**STANDARD SPECIAL EXCEPTIONS**

- 1. Ad valorem taxes for 2019, amount of which is ascertainable, but not yet due and 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.

...continued...

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<b>Schedule BI &amp; BII (Cont.)</b>	

Commitment No.: 19110066-3285

**SCHEDULE B, PART II (Continued)**  
**Standard Special Exceptions (Continued)**

4. **Statutory easement for roadway purposes along all section lines.**
5. **Right Of Way Contract in favor of Continental Pipe Line Company, recorded in Book 83 Misc., Page 164.**
6. **Easement in favor of Garfield County, recorded in Book 150 Misc., Page 636.**

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Carl McLaughlin et al

RIGHT OF WAY CONTRACT

to

: Filed: May 29, 1936 at 1:05 P.M.

Continental Pipe Line Company

: Recorded: Book 83 Misc1 Page 164

ACKNOWLEDGED IN STATUTORY FORM May 19th, 1936 by Carl McLaughlin and C. I. McLaughlin before R. T. Looney Notary Public in and for Garfield County, Oklahoma. Commission Expires: May 27th, 1939. (SEAL)

For and in consideration of the sum of Eighty & no/100 Dollars (\$80.00), in hand paid, the receipt of which is hereby acknowledged, Carl McLaughlin, C. I. McLaughlin, hereinafter referred to as Grantor (whether one or more), does hereby grant unto Continental Pipe Line Company, a coporation, hereinafter referred to as Grantee, its successors and assigns, the right to lawy, maintain, inspect, alter, repair, operate, remove and relay a pipe line, or pipe lines, for the transportation of oil and gas and products and by-products thereof, water and other substances, and such frips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, under and across the following described land in Garfield County, State of Oklahoma, to-wit:

SW 1/4 Sec. 28 - 23 - 3

Together with the rights of ingress and egress to and from said line or lines, or any of them, for the purpose aforesaid. Grantor to have the right to fully use and enjoy the above described premises, except as to the rights hereinbefore granted; and Grantee hereby agrees to pay any damages which may arise to crops, pasturage, fences or buildings of said Grantor from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by grantor, one by Grantee, and the third by the two so appointed, and their written determination of amount to be final and onclusive.

Should more than one pipe line be laid under this grant, at any time, an additional consideration, calculated on the same basis per lineal rod as the consideration hereinabove recited, shall be paid for each line so laid after the first line.

Grantee shall bury pipe lines below plow depth.

To Have and To Hold said easement, rights, and rights of way unto the said Grantee, its successors and assigns until said easement be exercised, and so long thereafter as the same shall be useful for the above named purposes.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed this 19th day of May, 1936.

Carl McLaughlin C. I. McLaughlin

Entry

J. C. HUMPHREY, Bonded Abstracter, Enid, Oklahoma

1

MISC 150 PAGE 636

STATE OF OKLAHOMA, COUNTY OF GARFIELD, SS.  
Filed Jan 3 1951 at 3:21 P. M. and  
RECORDED IN OFFICE OF A. G. VADAKIN, County Clerk  
No. 36201 Fee Ref. Kennedy Hally

R-3  
EASEMENT

36201 No. \_\_\_\_\_  
KNOW ALL MEN BY THESE PRESENTS:

That Carl S. Ford and Ruby Ford, his wife

of Garfield County, State of Oklahoma, for and in consideration of the benefits derived from the improvement of a Public Highway and other good, valuable and sufficient consideration paid by Garfield County, State of Oklahoma, the receipt of which is hereby acknowledged have this day granted, bargained, sold and conveyed unto said Garfield County a perpetual easement along and across the following described lots or parcels of land, lying and being situated in Garfield County, Oklahoma, to-wit:

A strip of land seven (7) linear feet wide along the south line of the S W 1/4 of Section 28 Twp. 23; N., Range 3 W.I.M., the center line of which lies, 36 1/2 linear feet north of the south line of said Section 28.

This easement is granted for the purpose of the construction and maintenance of a public highway over and across the property herein described.

~~Said grantor or further grantor or their heirs or assigns shall not be permitted to construct or allow the construction of any sign, billboard or other advertising devices within 100 feet of the center line of said highway, except work on such structure to carry business on the premises.~~

The consideration herein covers any and all kinds and character of damages or injury that may be sustained directly or indirectly by reason of the construction and maintenance of a highway over, across or along the above described real estate.

Said grantor hereby covenant and warrant that at the time of the delivery of these presents they are the owner of the above described premises in fee simple, that the same are free of all liens and claims whatsoever, except none

and that they will so long as this easement is in full force and effect defend the same unto Garfield County against all and every person whosoever claiming the same.

IN WITNESS WHEREOF, the grantor herein named have hereunto set their hands and seal this 1st day of April, 1950.

Witness:

Carl S. Ford  
Carl S. Ford  
Ruby Ford  
Ruby Ford

OKLAHOMA ACKNOWLEDGMENT

State of Oklahoma, )  
Garfield County, ) ss

Before me, the undersigned Notary Public in and for the State and County aforesaid, on this 1st day of April, 1950, personally appeared Carl S. Ford and Ruby Ford, his wife

to me known to be the identical person 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 seal the day and year last above written.

My Commission expires:

February 17, 1952

Margarette Fowler  
Notary Public.

OKLAHOMA ACKNOWLEDGMENT

State of Oklahoma, )  
Garfield County, ) ss

Before me, the undersigned Notary Public in and for the State and County aforesaid, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires:

\_\_\_\_\_  
Notary Public.



6. Effective January 14, 1998, DOUG removed NATIONSBANK and appointed BANK OF OKLAHOMA, N.A. ("BOK"), as the corporate Trustee of TRUSTS D-F, BOK accepted said appointment. BOK changed its name to BOKF, N.A., d/b/a BANK OF OKLAHOMA ("BOKF") effective January 1, 2011, as reflected by the letter from the Comptroller of Currency marked Exhibit "A" attached hereto and made a part hereof.

7. DOUG died on January 5, 2014, as reflected on his death certificate attached hereto as Exhibit "B" and made a part hereof. DOUG was serving as sole Trustee of TRUSTS A-C and Co-Trustee of TRUSTS D-F at his death. Upon DOUG'S death BOKF became the sole Trustee of TRUSTS D-F.

8. The WILL provided in part under ARTICLE II, Paragraph 2.2.3 that "Any individual Trustee . . . may appoint a successor by Will."

9. DOUG in his Last Will and Testament under ITEM XIII (1)(B) exercised his power of appointment under PART TWO, ARTICLE II, Paragraph 2.2.3 of the WILL and appointed BANK OF OKLAHOMA, N.A. or its successors to serve as successor sole Trustee of each trust created under the WILL for which DOUG was serving as Trustee at the time of his death.

10. BOKF accepted its appointment as sole successor Trustee of TRUSTS A-C effective as of January 5, 2014.

11. PART TWO ARTICLE III, Paragraph 2.3.16 (a), (b) and (c) of the WILL authorizes the Trustee to "(a) purchase, sell, own, hold, manage, mortgage, pledge and otherwise deal with or in the property, real or personal, or any part thereof, at any time being subject to the terms hereof, upon such terms as they see fit and without restriction of any kind whatever; (b) convey, mortgage, assign or lease any such property or part thereof, with or without warranty of title . . . including specific authority to enter into valid and binding oil, gas, and other mineral leases, division orders, unitization, pooling, operating, gas sales and repressurization agreements and other contracts or mortgages, the terms of which may commence in futuro or extend beyond the termination of a trust created hereunder, or to grant to a lessees an option, exercisable during or at the termination of the lease, or any extension thereof, ...and to execute and deliver any agreement or instrument pertaining to the development, production, conservation, processing, or sale of oil, gas and other minerals; (c) alter, reconstruct or wreck and remove improvements on real estate held in trust hereunder, and may build new improvements thereon:).

12. PART TWO, ARTICLE II, Paragraph 2.3.16(f), (k), (l), (m), (n) and (p) of the WILL authorizes the Trustee to "(f) contract for and on behalf of the trusts in any way they see fit; (k) take out and maintain on the life of any beneficiary or any trustee of any trust, life insurance or any other kind or kinds of insurance, for the benefit of the beneficiary or beneficiaries, or the trust estate, in such amount as the Trustees in their uncontrolled discretion shall deem advisable; (l) pay any and all premiums or other charges on any such insurance out of the trust for the benefit thereof; (m) pay out of the trust estate all expenses or costs of every kind or character incurred in performing the

duties of Trustee; (n) execute and deliver any deed or other instrument deemed by them to be necessary and proper in the exercise of any power herein granted.”; (p) protect, conserve and operate, either solely or in conjunction with the others, any business operation, partnership, joint venture or other enterprise of any nature transferred to Trustees hereby in such a manner as the Trustees may deem proper,....”.

13. TRUSTS A-C and TRUSTS D-F are all still in existence.

14. TRUSTS A-C each own a one-fourth (1/4) interest in the surface only of the following-described real property and TRUSTS D-F each own a one-twelfth (1/12) interest in the surface only of the following-described real property, to-wit:

SW/4 of Section 28, Township 23 North, Range 3 West, Garfield County, Oklahoma

Lots 3 and 4 and E/2 SW/4 of Section 31, Township 23 North, Range 3 West, Garfield County, Oklahoma

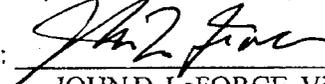
15. PART THREE, ARTICLE VII, Paragraph 3.72 of the WILL provides in part:

“Every deed . . . or any other instrument executed by the Trustee . . . in connection with the trust estate, shall be conclusive evidence in favor of every person relying upon or claiming under any such instrument (I) that at the time of the delivery thereof, the trust or trusts created by this agreement was or were, as the case may be, in full force and effect, (ii) that such instrument was executed in accordance with the terms, conditions and limitations contained in this instrument or some amendment hereto and is binding upon all beneficiaries hereunder, and (iii) that said trustee . . . was duly and properly authorized and empowered by all the Trustees to execute and deliver, on behalf of all the Trustees, such instrument.”

16. AFFIANT has personal knowledge of the matters set forth herein.

FURTHER AFFIANT SAYETH NOT.

BOKF, N.A., d/b/a BANK OF OKLAHOMA, Trustee of the WILLIAM DOUGLAS FORD FAMILY TRUSTS A, B and C and the CARL S. FORD GRANDDAUGHTERS TRUSTS D, E and F, created under the Last Will and Testament of CARL S. FORD, dated December 30, 1981

By:   
JOHN D. LeFORCE, Vice-President and Trust Officer

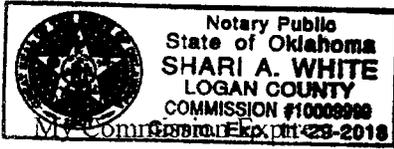
**ACKNOWLEDGMENT**

STATE OF OKLAHOMA )  
                          Logan ) ss:  
COUNTY OF OKLAHOMA )

This instrument was acknowledged before me on August 21, 2015, by JOHN D. LeFORCE, Vice-President & Trust Officer for BOKF, N.A., dba BANK OF OKLAHOMA, Trustee of the WILLIAM DOUGLAS FORD FAMILY TRUSTS A, B and C and the CARL S. FORD GRANDDAUGHTERS TRUSTS D, E and F, created under the Last Will and Testament of CARL S. FORD, dated December 30, 1981.

*Shari A. White*

NOTARY PUBLIC  
Commission No. 10009999



11-29-2018



"EXHIBIT A"

---

**Comptroller of the Currency  
Administrator of National Banks**

---

Southern District Licensing  
500 North Akard, Suite 1600  
Dallas, Texas 75201-3323

January 5, 2011

Tamara Wagman  
Frederic Dorwart Lawyers  
Old City Hall  
124 East Fourth Street  
Tulsa, Oklahoma 74103-5010

Re: Affiliated Reorganization of Bank of Oklahoma, NA, Tulsa, Oklahoma and Name Change  
to BOKF, National Association (BOKF, NA);  
(CAIS #2010-SO-02-0021)

Dear Ms. Wagman:

This letter will acknowledge that the affiliated merger of BOK Financial Corporation  
Subsidiaries Bank of Albuquerque, National Association, Albuquerque, New Mexico; Bank of  
Arizona, National Association, Phoenix, Arizona; Bank of Arkansas, National Association,  
Fayetteville, Arkansas; Bank of Kansas City, National Association, Overland Park, Kansas;  
Bank of Texas, National Association, Dallas, Texas and Colorado State Bank and Trust,  
National Association, Denver, Colorado with and into Bank of Oklahoma, National  
Association, Tulsa, Oklahoma was effective on January 1, 2011. The resulting bank title is  
BOKF, National Association, charter number 13679.

Sincerely,

Brenda E. McNeese  
NBE/Senior Licensing Analyst



STATE OF OKLAHOMA
CERTIFICATE OF DEATH

STATE FILE NUMBER 2014-000149

1. DECEDENT'S LEGAL NAME (First, Middle, Last, Suffix) WILLIAM DOUG FORD
1a. LAST NAME PRIOR TO FIRST MARRIAGE
2. SEX MALE
3. SOCIAL SECURITY NUMBER
4. EVER IN US ARMED FORCES? YES
5a. AGE- Last birthday (years) 87
5b. UNDER 1 YEAR
5c. UNDER 1 DAY
6. DATE OF BIRTH (Mo/Day/Yr) JULY 14, 1926
7. BIRTHPLACE (City and State or Foreign Country) ENID, OKLAHOMA
8a. RESIDENCE-State OKLAHOMA
8b. RESIDENCE-County OKLAHOMA
8c. RESIDENCE-City or Town OKLAHOMA CITY
8d. RESIDENCE-Zip Code 73120
8e. RESIDENCE-Inside City Limits? YES
8f. RESIDENCE-Street and Number 1506 GUILFORD LANE
8g. RESIDENCE-Apt. Number
9. MARITAL STATUS AT TIME OF DEATH
10. SURVIVING SPOUSE'S NAME (If wife, give name prior to first marriage)
11. FATHER'S NAME (First, Middle, Last) CARL S. FORD
12. MOTHER'S NAME PRIOR TO FIRST MARRIAGE (First, Middle, Last) RUBY INGRAM
13. DECEDENT OF HISPANIC ORIGIN? NO, NOT SPANISH/HISPANIC/LATINO
14. DECEDENT'S RACE WHITE, AMERICAN INDIAN OR ALASKA NATIVE (CHICKASAW NATION)
15. DECEDENT'S EDUCATION SOME COLLEGE CREDIT BUT NO DEGREE
16. DECEDENT'S USUAL OCCUPATION (Indicate type of work done during most of working life. DO NOT USE RETIRED.) OIL AND GAS LEASE BROKER
17. KIND OF BUSINESS / INDUSTRY OIL AND GAS INVESTMENTS
18a. INFORMANT'S NAME KIERAN FORD HILU
18b. RELATIONSHIP TO DECEDENT DAUGHTER
18c. MAILING ADDRESS (Street and Number, City, State, Zip Code) 1275 FALCON RIDGE, BLACKSBURG, VIRGINIA 24060
19. METHOD OF DISPOSITION:
20. PLACE OF DISPOSITION (Name of cemetery, crematory, other place) ENID CEMETERY
21. LOCATION - City, Town and State ENID, OKLAHOMA
22. NAME AND COMPLETE ADDRESS OF FUNERAL FACILITY SMITH AND KERNKE FUNERAL DIRECTORS (MAY AVE) - OKLAHOMA CITY, 14624 N. MAY AVE., OKLAHOMA CITY, OKLAHOMA 73134
23. FUNERAL HOME DIRECTOR OR FAMILY MEMBER ACTING AS SUCH JOSEPH C. KERNKE, JR
24. FH ESTABLISHMENT LICENSE # 1620ES

To be completed by the Funeral Home

To be completed by the Attending Physician or Medical Examiner

25. PLACE OF DEATH (Check only one: see instructions)
IF DEATH OCCURRED IN A HOSPITAL:
IF DEATH OCCURRED OTHER THAN IN A HOSPITAL:
26. FACILITY NAME (If not institution, give street & number) OU MEDICAL CENTER HOSPITAL
27. CITY OR TOWN, STATE AND ZIP CODE OF LOCATION OF DEATH OKLAHOMA CITY, OKLAHOMA, 73104
28. COUNTY OF DEATH OKLAHOMA
29. DATE OF DEATH (Mo/Day/Yr) JANUARY 5, 2014
30. TIME OF DEATH 00:55
31. WAS MEDICAL EXAMINER CONTACTED? YES
32. WAS AN AUTOPSY PERFORMED? NO
33. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH?
34. PART I Enter the chain of events- diseases, injuries or complications - that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Enter only one cause on a line. Add additional lines if necessary.
IMMEDIATE CAUSE (Final disease or condition resulting in death)
a. COMPLICATIONS OF BLUNT FORCE TRAUMA TO THE HEAD
Due to (or as a consequence of):
b. FALL
Due to (or as a consequence of):
c.
Due to (or as a consequence of):
d.
35. PART II. Enter other significant conditions contributing to death but not resulting in the underlying cause given in PART I
CORONARY ARTERY DISEASE; HYPERTENSION
36. MANNER OF DEATH
37. IF FEMALE:
38. DID TOBACCO USE CONTRIBUTE TO DEATH?
39. DATE OF INJURY (Mo/Day/Yr) 01/02/2014
40. TIME OF INJURY UNKNOWN
41. PLACE OF INJURY (e.g., Decedent's home; construction site; wooded area) RESIDENCE
42. DESCRIBE HOW INJURY OCCURRED: FALL
43. INJURY AT WORK? NO
44. LOCATION OF INJURY: State: OKLAHOMA City or Town: NICHOLS HILLS Zip Code: 73120
Street & Number: 1506 GUILFORD LANE Apartment Number:
45. IF TRANSPORTATION INJURY, SPECIFY:
46. CERTIFIER (Check only one)
47. NAME, ADDRESS AND ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH (Item 34)
48. LICENSE NUMBER
49. DATE DEATH CERTIFIED (Mo/Day/Yr)
50. REGISTRAR'S SIGNATURE
52. DATE RECEIVED BY STATE REGISTRAR (Mo/Day/Yr)

REVISION 2013 VS 154 (08/13)

2015 8/27/15 03:15PM 172-178 9786

Bk:2256 Pg:177

KATHY R. HUGHES-GARFIELD COUNTY CLERK State of Oklahoma

Friday, January 10, 2014 3:17:25 PM



This is a true and correct copy of the official record on file in the Office of Vital Statistics, Oklahoma-City, Oklahoma, certified on the date stamped.

Kelly M. Baker  
State Registrar  
Office of Vital Statistics  
Department of Health



It is in violation of Oklahoma Statutes, Title 63 Section 1-324.1, to "prepare or issue any certificate which purports to be original, certified copy or copy of a certificate of birth, death or stillbirth, except as authorized in this act or rules and regulations adopted under this act."

**CERTIFIED COPIES WILL BE PRODUCED ON MULTI-COLOR SECURITY PAPER.**

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# Tax Roll Inquiry



20180232758

## Garfield County Treasurer

**Kevin Postier, Treasurer**

114 W. Broadway, Room 104 Enid, OK 73701  
 Phone: 580-237-0246  
 Fax: 580-548-2460  
 Email: kpostier@gctreasurer.org

**Owner Name and Address**

**FORD, WILLIAM DOUGLAS TRUSTS**  
 %BANK OF OK ATTN: RPS  
 PO BOX 24128  
 OKLAHOMA CITY OK 73124-0000

**Taxroll Information**

**Tax Year** 2018  
**Property ID** 0000-28-23N-03W-3-100-00  
**Location** GARFIELD  
**School District** R47 RURAL 47 **Mills: 97.9**  
**Type of Tax** Real Estate  
**Taxroll\_Item#** 232758

**Legal Description and Other Information:**

SW/4 28-23-3 Acres-160 sd-R47 ET AL- CARL S FORD GRANDDAUGHTERS TRUSTS D E & F (1/4 INT) . 160.00 Acres

Assessed Valuations	Amount	Tax Values	Amount
Land	4336	Base Tax	424.00
Improvements	0	Penalty	0.00
Exemptions	0	Fees	0.00
Net Assessed	4336	Payments	424.00
		Total Paid	424.00
		Total Due	0.00



20180232758

**Tax payments updated through 11/07/19 business.**

Date	Receipt	Paid with	Payment For	Amount	Paid By
12/06/2018	381	Check	Taxes	424.00	CC BOK FINANCIAL->Check# 4005

Powered by TM Consulting, Inc.

**Garfield County Treasurer**

**PAY TAXES ONLINE - NO FEE**

**w/eCheck**

**1ST HALF OR FULL PAYMENT DUE**

**BEFORE JAN 1, 2019**

**STATE MAP OF COUNTIES**



**Kevin Postier, Treasurer**

**Location of Treasurer's Office:**

114 W. Broadway, Room 104 Enid, OK 73701

Phone: 580-237-0246

Fax: 580-548-2460

Email: [kpostier@gctreasurer.org](mailto:kpostier@gctreasurer.org)

Office Hours : Monday - Friday  
08:00 AM - 04:30 PM

Tax payments updated through 11/07/19 business.

Browse the Taxroll File

Year	Tax Id	Type	Owner Name	Base Tax	Total Due
2018	232758	Real Estate	FORD, WILLIAM DOUGLAS TRUSTS	424.00	0.00
2017	232758	Real Estate	FORD, WILLIAM DOUGLAS TRUSTS	442.00	0.00
2016	232758	Real Estate	FORD, WILLIAM DOUGLAS TRUSTS	402.00	0.00
2015	232758	Real Estate	FORD, WILLIAM DOUGLAS TRUSTS ET AL	462.00	0.00
2014	232758	Real Estate	FORD, WILLIAM DOUGLAS TRUSTS ET AL	435.00	0.00
2013	232758	Real Estate	FORD, WILLIAM DOUGLAS TRUSTS ET AL	413.00	0.00
2012	232758	Real Estate	FORD, WILLIAM DOUGLAS TRUSTS ET AL	422.00	0.00

[Back](#)

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