

64[±] Rogers County
Talala, OK
acres
offered in 3 tracts

- Custom Built Satterwhite Log Home
- Morton Built Indoor Riding Arena
- 10 Stall Barn with
More Stall Space Available
- Morton Built Shop & 2 Pole Barns
- 3 Ponds
- Excellent Building Sites
- Paved Roads

Real Estate & Personal Property AUCTION

INFORMATION *Booklet*

CUSTOM HOME – LAND – HORSE RANCH

- Home Decor & More!



TUESDAY, OCTOBER 27 **REAL ESTATE**
begins at 3:00 pm
PERSONAL PROPERTY Immediately following Real Estate

Held On-Site: 3500 E 360 Road, Talala, OK
Online Bidding Available



**TIMED
ONLINE ONLY**
VIRTUAL
**LIVE WITH
ONLINE**

in
cooperation
with

CHINOWTH & COHEN
REALTORS®

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 • 405.332.5505 • brent@schraderauction.com



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

Follow us and download our Schrader iOS app



BOOKLET INDEX



Real Estate Auction Registration Forms

Location Map

Tract Map

Tract Descriptions & Auction Terms

Improvements

Soils Map & Productivity Information

Topography Map

Flood Zone Map

Tax Statements

Preliminary Title

Property Photos



BIDDER PRE-REGISTRATION FORM

TUESDAY, OCTOBER 27, 2020
64 ACRES – TALALA, 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 or fax to 260-244-4431, no later than Tuesday, October 20, 2020.
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
64± Acres • Rogers County, Oklahoma
Tuesday, October 27, 2020

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 Tuesday, October 27, 2020 at 3:00 PM.
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

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

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

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

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.
9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Tuesday, October 20, 2020**. 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.

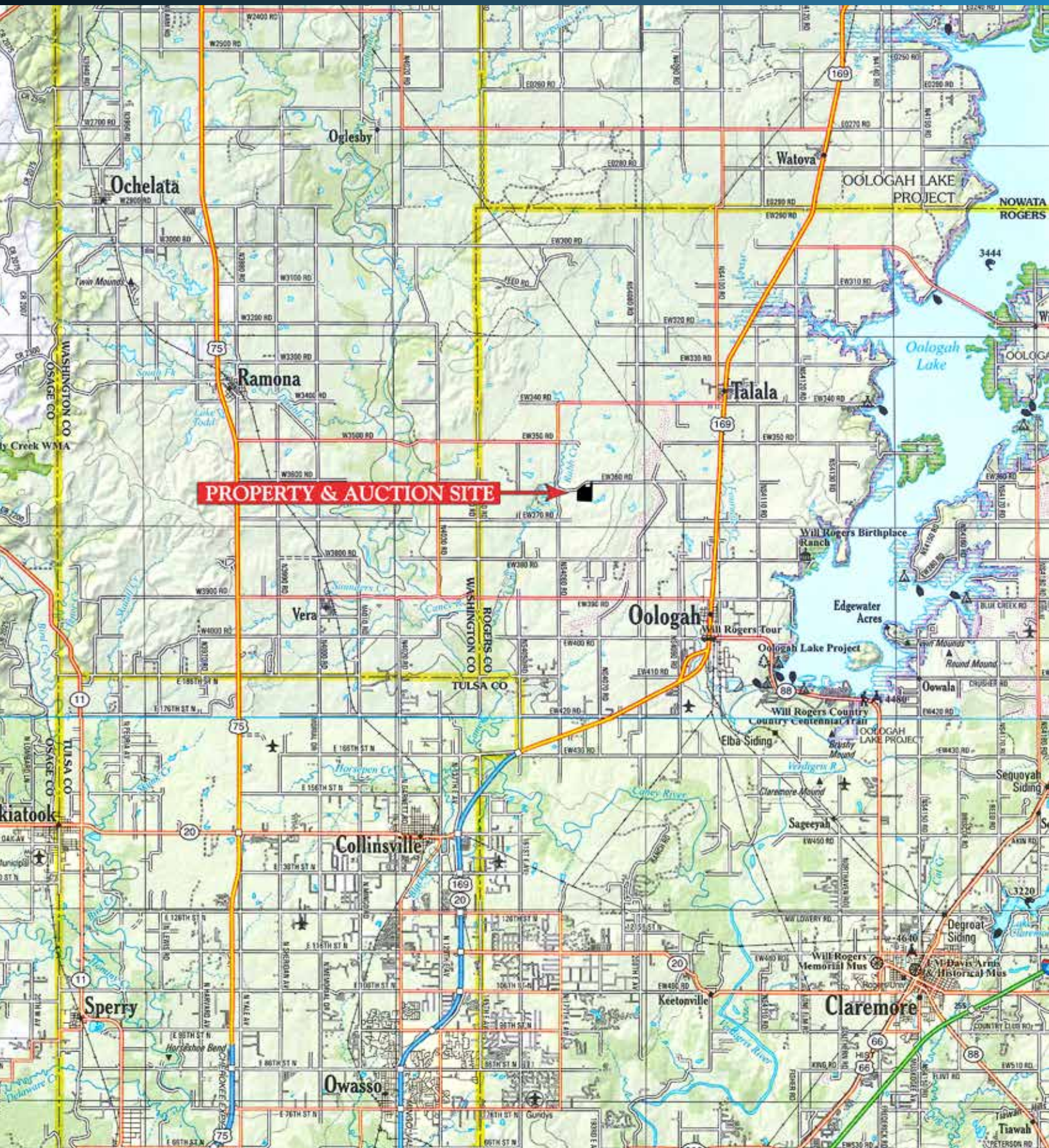
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

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 260-244-7606.

LOCATION MAP

LOCATION MAP



TO THE PROPERTY: Midway between Oologah and Talala, on Highway 169, turn left on 360 Road. Follow for 3.2 miles and property will be on your left.

TRACT MAP

TRACT MAP

Inspection Dates:

Thu, September 24 • 3:00-6:00 pm

Thu, October 15 • 3:00-6:00 pm

Mon, October 26 • 3:00-6:00 pm

Tue, October 27 • 12:00-3:00 pm

Meet a Schrader Representative on Tract 2



TRACT DESCRIPTIONS

64[±] Rogers County
Talala, OK
acres
offered in 3 tracts

Real Estate &
Personal Property **AUCTION**
CUSTOM HOME – LAND – HORSE RANCH

A Turnkey Equestrian Ranch

that includes a custom built log home, indoor riding arena, stall barns, insulated shop building, large garage, 2 pole barns, ranch-hand house, multiple turnouts, and pastures. The ranch is excellently improved and also boasts 3 ponds, some amazing views and quality building sites for new construction! The property will be offered in 3 individual tracts ranging in size from 13[±] to 36[±] acres, Buyers have the opportunity to bid on any individual tract, combination of tracts or the entire property. If you are looking for an excellent horse ranch that is move-in ready, or a wonderful building site in the heart of Green Country and Oolagah/Talala Schools this property must be looked at closely!

TRACT 1 – 15[±] acres that make a truly exceptional building site! The property is accessed from 360 Road, providing paved road frontage to the back area of this parcel. Once onto the property you will be overlooking a stunning 4.5[±] acre pond stocked with trophy bass! Don't miss this opportunity to purchase a wonderful potential building site!

TRACT 2 – 36[±] acres that comprise the core of the property, overlooking the large pond and including all of the exceptional improvements. Turnkey and ready for the next owner!

- 4,266 SF Satterwhite Custom Built Log Home:
 - Built 2003
 - 4 Bed/4 Bath
 - Wrap Around Porch
 - Large Back Deck
- Morton Built Shop with Office Area

- Morton Built Garage with Office Area
- Morton Built Indoor Riding Arena: 80' x 160'
- Morton Built Stall Barns:
 - 7 – 12' x 12' Stalls
 - 3 – 12' x 24' Foaling Stalls
 - Vet Room
 - Space to Add More Stalls
- 2 Morton Built Pole Barns
- 3 Morton Built Loafing Sheds
- Ranch-Hand 1 Bed/1 Bath House
- All Metal Shop Building
- Multiple Turnouts/Pastures

TRACT 3 – 13[±] acres that make another excellent potential building site. Paved road frontage along 360 Road in addition to a cross fenced pasture and pond in the back adds character to this tract!

Terms & Conditions:

PROCEDURE: Tracts 1 through 3 will be offered in individual tracts, in any combination of these tracts, or as a total unit per auction date and time. There will be open bidding on all tracts and combinations during the auctions as determined by the Auctioneer. Bids on tracts, tract combinations and the total property may compete. The property will be sold in the manner resulting in the highest total sale price.

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

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

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

DEED: Seller shall be obligated only to convey a merchantable title by 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 30 days after the auction or as soon thereafter as applicable closing documents are completed by Seller.

POSSESSION: Possession shall be at closing.

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

MINERALS: Purchased Tracts will include the minerals owned by Seller (if any). However, no promise, warranty or representation is made as to the existence or value of any minerals or the nature or extent of Seller's interest therein.

ACREAGE AND TRACTS: All acreages and square footages are approximate and have been estimated based on current legal descriptions, property tax records and/or aerial photos. Any corrections, additions, or deletions will be made known prior to the auction.

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

DISCLAIMER AND ABSENCE OF WARRANTIES:

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

NEW DATE, CORRECTIONS AND CHANGES:

Please arrive prior to scheduled auction time to inspect any changes or additions to the property information.

IMPROVEMENTS

IMPROVEMENTS

30.16 acres

Residential Improvements									
Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Bed/Bath	Base Area	Total Area
1	Single-Family Residence	Average	Very Good	2003	100% Rustic Log	200% Warmed & Cooled Air - 100% Warmed & Cooled Air	4 / 4.0	2,844	4,266
	Carport, Gable Roof	Average	Very Good	2003				550	550
	SINGLE 1/S FIREPL							1	1
	Slab Porch with Roof							1644	1,644
	Wood Deck							28x11	308
	Wood Deck							30x18	540
	Wood Deck							44x14	616

Outbuildings									
Bldg	Improvement Type	Condition	Quality	Year	Exterior Wall	Roof	Dimensions	Total Area	
1	SHOP/UTILITY FAIR	Average	Fair				0x0x0	512	
2	SHOP/UTILITY FAIR	Average	Fair				0x0x0	1,200	
3	SHOP/UTILITY FAIR	Average	Fair	2009			0x0x0	1,350	
4	SHOP/UTILITY FAIR	Average	Fair	2009			0x0x0	1,440	
5	POLE BARN	Average	Average	2009			0x0x0	1,440	
6	LEAN-TO	Average	Average	2009			0x0x0	480	

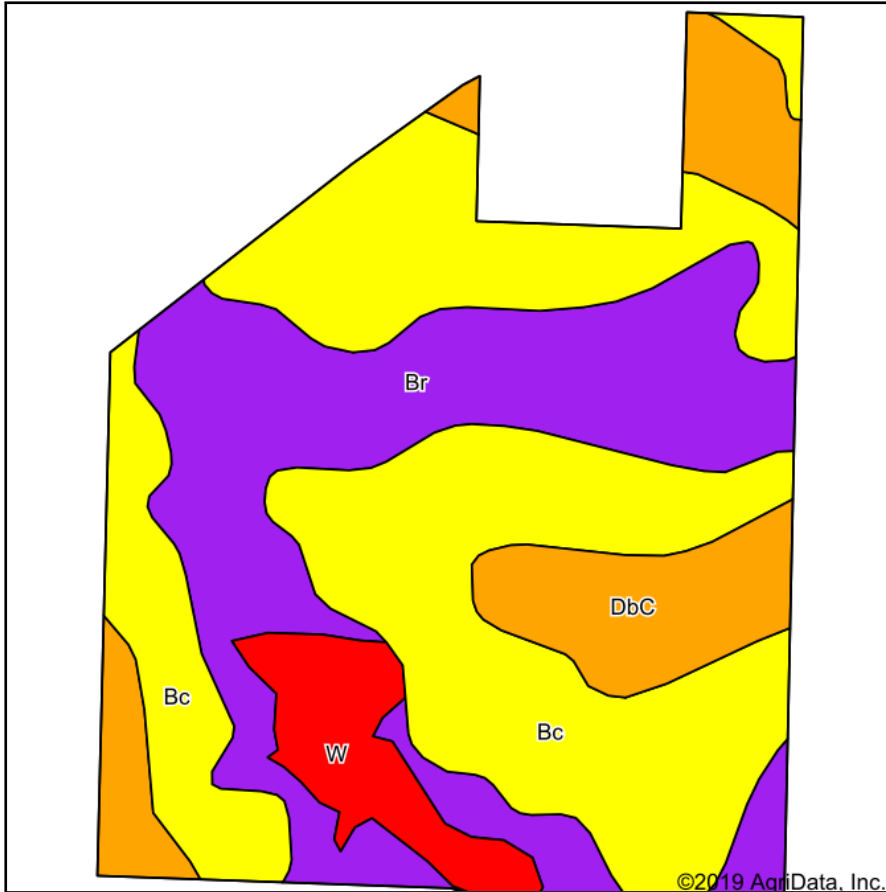
34.66 acres

Residential Improvements									
Card	Improvement Type	Condition	Quality	Year	Exterior Wall	HVAC	Bed/Bath	Base Area	Total Area
1	None						/ .0		

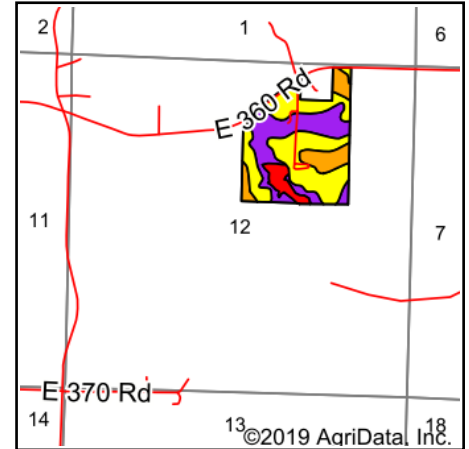
Outbuildings									
Bldg	Improvement Type	Condition	Quality	Year	Exterior Wall	Roof	Dimensions	Total Area	
1	POLE BARN	Average	Average	2009			0x0x0	2,100	
2	LOAFING SHED	Average	Average	2009			0x0x0	288	
3	LOAFING SHED	Average	Average	2009			0x0x0	288	
4	LOAFING SHED	Average	Average	2009			0x0x0	288	
5	SHOP/UTILITY AVG	Average	Average	2004			0x0x0	2,100	
6	SHOP/UTILITY AVG	Average	Average	2004			0x0x0	2,100	
7	FRAME BARN	Average	Average	2005			0x0x0	13,122	

SOILS MAP

SOILS MAP



Soils data provided by USDA and NRCS.



State: **Oklahoma**
 County: **Rogers**
 Location: **12-23N-14E**
 Township: **Oologah-Talala**
 Acres: **65.06**
 Date: **6/26/2020**

SCHRADER
 Real Estate and Auction Company, Inc.

Maps Provided By:
surety
 CUSTOMIZED ONLINE MAPPING
 © AgriData, Inc. 2019 www.AgriDataInc.com



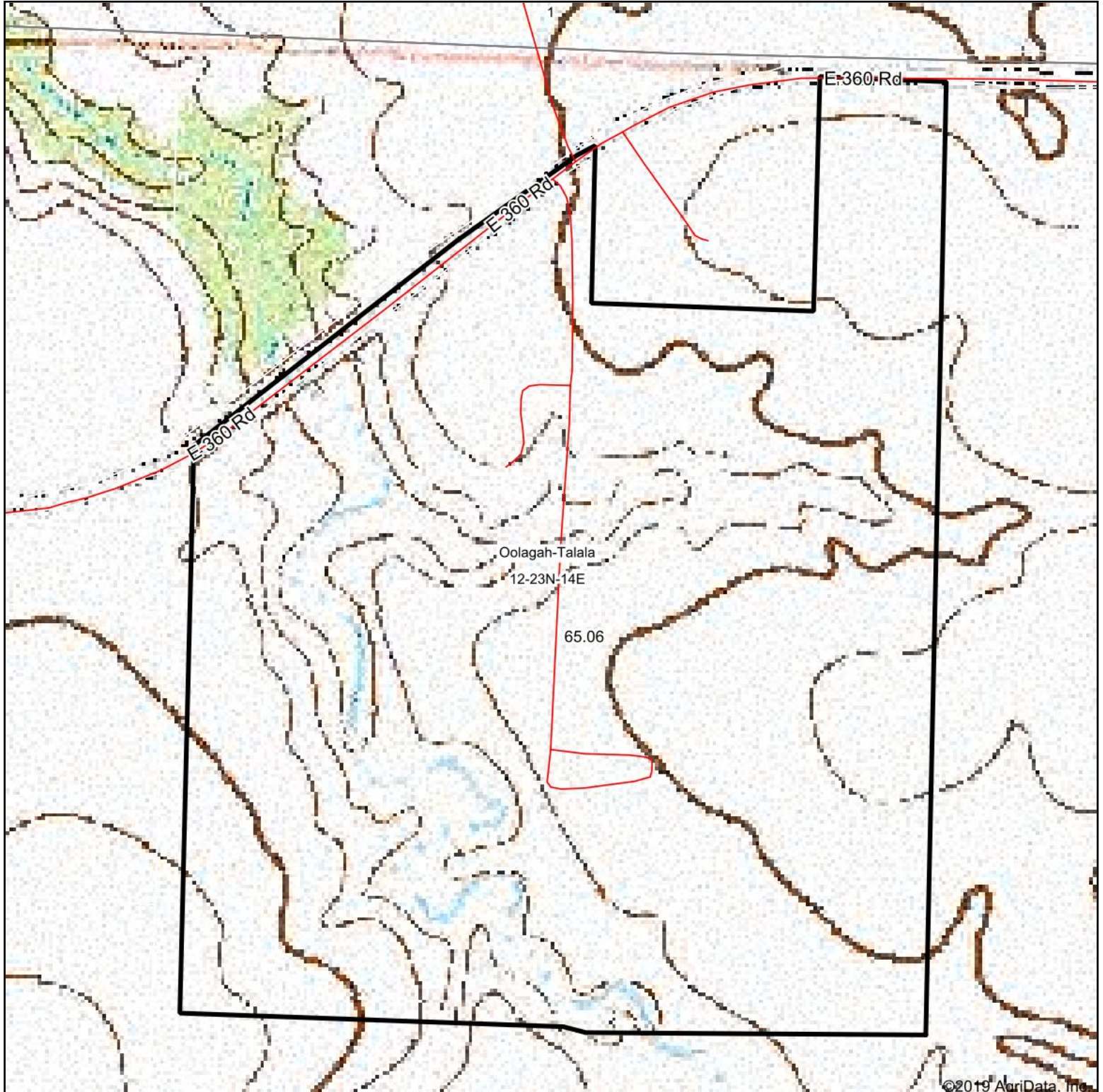
Area Symbol: OK131, Soil Area Version: 14

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains	*n NCCPI Soybeans	*n NCCPI Cotton
Bc	Bates-Collinsville complex, 3 to 8 percent slopes	31.48	48.4%		Ive	45	39	45	35	44
Br	Eram-Verdigris complex, 0 to 12 percent slopes	20.26	31.1%		Vle	58	52	53	53	41
DbC	Dennis-Bates complex, 3 to 5 percent slopes	9.28	14.3%		IIle	64	57	53	54	63
W	Water	4.04	6.2%		VIII		0	0	0	0
Weighted Average						*n 49	*n 43.2	*n 45.8	*n 41.1	*n 43

*n: The aggregation method is "Weighted Average using major components"
 Soils data provided by USDA and NRCS.

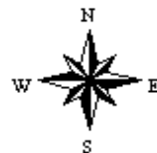
TOPOGRAPHIC MAP

TOPOGRAPHIC MAP



map center: 36° 29' 33.75, -95° 45' 52.47

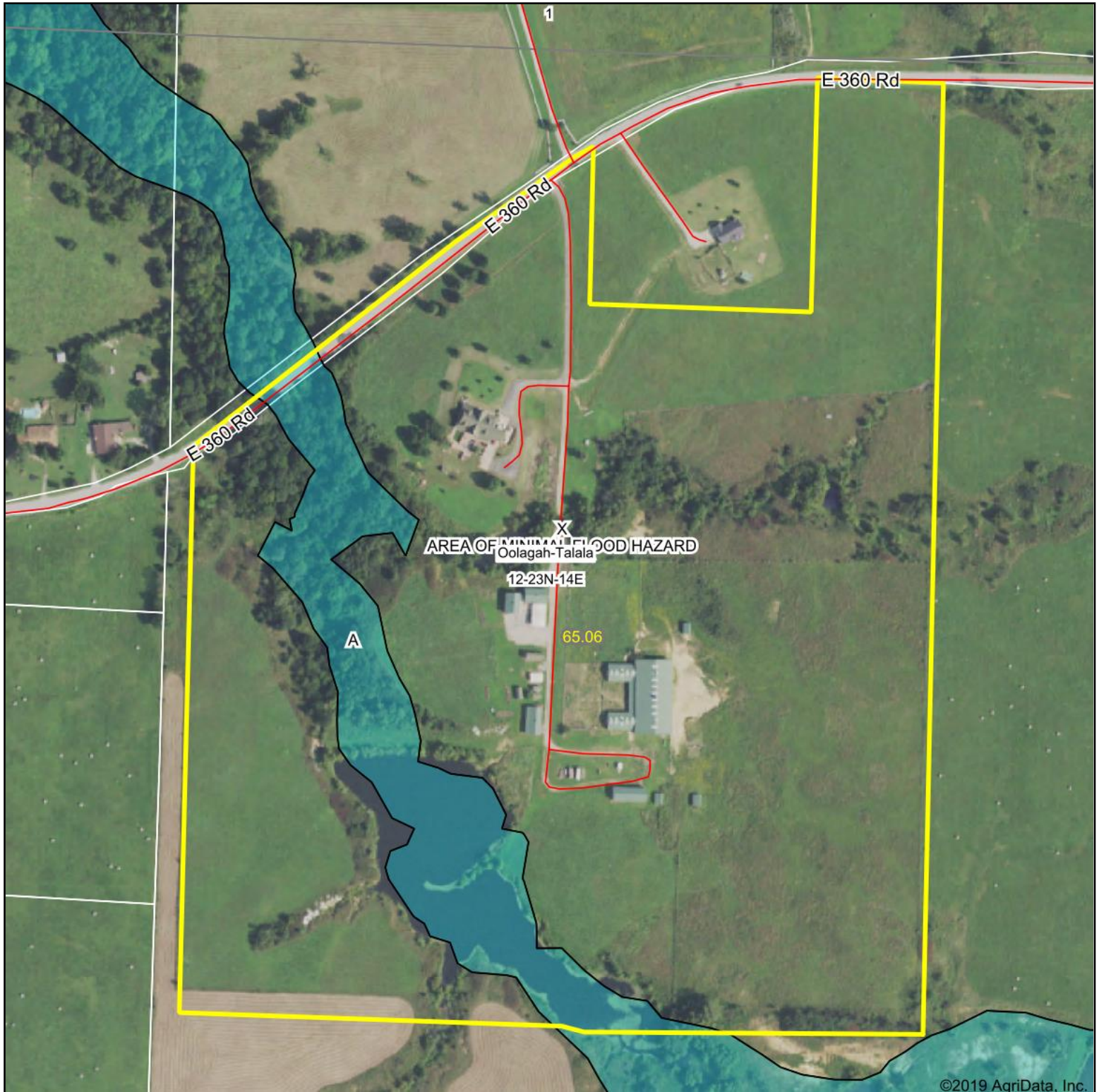
12-23N-14E
Rogers County
Oklahoma



6/26/2020

FLOOD ZONE MAP

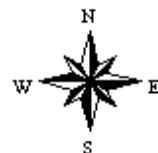
FLOOD ZONE MAP



Map Center: 36° 29' 33.75, -95° 45' 52.47

0ft 348ft 695ft

12-23N-14E
Rogers County
Oklahoma



6/26/2020

Maps Provided By:
 **surety**
CUSTOMIZED ONLINE MAPPING
© AgriData, Inc. 2019 www.AgriDataInc.com

Field borders provided by Farm Service Agency as of 5/21/2008. Flood related information provided by FEMA

TAX STATEMENTS

TAX STATEMENTS

Tax Roll Inquiry



20190078016

Rogers County Treasurer

Jason Carini, Treasurer

200 S LYNN RIGGS BLVD CLAREMORE, OK 74017
Phone: 918-923-4797
Fax: 918-923-4450
Email: treasurer@rogerscounty.org

Owner Name and Address

BARKER, JERRY W &
SUSAN R
3500 E 360 RD
TALALA OK 74080-3105

Taxroll Information

Tax Year 2019
Property ID 23N14E-12-1-00000-000-0000
Location 3500 E 360 RD TALALA
School District 04RN OOLOGAH NFD **Mills: 103.783**
Type of Tax Real Estate
Taxroll_Item# 78016

Legal Description and Other Information:

TR COMM NW/C OF NE; TH S 00-06 -01W 1008.30' TO C/L OF RG CTY RD; TH N-60-59-36E 57.23'TO POB; TH N 53-34-30E 75.80'; TH N 51-05-27 E 997.34';TH N 56-39-51E 16.91'; TH S 00-06 -01W 1888.31'; TH N 89-48-00W 850'; TH N 00-06-01E 1204.63' TO POB 30.16 Acres

Assessed Valuations	Amount	Tax Values	Amount
Land	192	Base Tax	6,456.00
Improvements	62875	Penalty	0.00
Exemptions	1000	Fees	0.00
Net Assessed	62067	Payments	6,456.00
		Total Paid	6,504.42
		Total Due	0.00



Tax payments updated through 10/09/20 business.

Date	Receipt	Paid with	Payment For	Amount	Paid By
05/29/2020	55865		Penalty	48.42	
12/27/2019	37389	Check	Taxes	3,228.00	BARKER, JERRY W &->Check# 5325
05/29/2020	55865		Taxes	3,228.00	BARKER, JERRY W &

TAX STATEMENTS

Tax Roll Inquiry



20190081007

Rogers County Treasurer

Jason Carini, Treasurer

200 S LYNN RIGGS BLVD CLAREMORE, OK 74017
Phone: 918-923-4797
Fax: 918-923-4450
Email: treasurer@rogerscounty.org

Owner Name and Address

BARKER, JERRY W &
SUSAN R
3500 E 360 RD
TALALA OK 74080-3105

Taxroll Information

Tax Year	2019	
Property ID	23N14E-12-1-00000-000-0000	
Location		
School District	04RN OOLOGAH NFD	Mills: 103.783
Type of Tax	Real Estate	
Taxroll_Item#	81007	

Legal Description and Other Information:

E 800' OF W 1700' OF N 2185' OF NE LYING S OF EXISTING CO RD; LESS TR COMM AT NW/C OF NE/4; TH S00-06-01W 1008.30'; TH N60-59-36E 57.2 3'; TH N53-34-30E 75.8'; TH N51-05-27E 997.34'; TH N56-39-51E 16.91 ' TO POB; TH N53-32-12E 47.6'; TH N58-39-23E 95.15'; TH N64-34-30E 96.02'; TH N70-42-24E 93.69'; TH N76-38-11E 100.7'; TH N83-13-32E 108.53'; TH S00-06-01W 531.32'; TH N89-48W 500.11'; TH N00-06-01E 343.53' TO POB. 34.66 Acres

Assessed Valuations	Amount	Tax Values	Amount
Land	544	Base Tax	1,706.00
Improvements	15892	Penalty	0.00
Exemptions	0	Fees	0.00
Net Assessed	16436	Payments	1,706.00
		Total Paid	1,718.80
		Total Due	0.00



Tax payments updated through 10/09/20 business.

Date	Receipt	Paid with	Payment For	Amount	Paid By
12/27/2019	37388	Check	Taxes	853.00	BARKER, JERRY W &->Check# 5325
05/29/2020	55864		Taxes	853.00	BARKER, JERRY W &
05/29/2020	55864		Penalty	12.80	

PRELIMINARY TITLE

PRELIMINARY TITLE

 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 EXTRACTIONAL 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

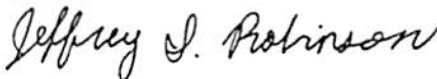
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a California Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment 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 180 days 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.

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.



PRELIMINARY TITLE

COMMITMENT CONDITIONS

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.

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.

PRELIMINARY TITLE

- (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.

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>.

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.



PRELIMINARY TITLE



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: Executives Title & Escrow, LLC
Issuing Office: 8522 East 61st Street, Tulsa, OK 74133
Issuing Office's ALTA® Registry ID: 1081370
Loan ID No.:
Commitment No.: 20090385 ABS #2009-3617 hbo/tw
Issuing Office File No.: 20090385
Property Address: 3500 East 360th Road, Talala, OK 74080

SCHEDULE A

1. Commitment Date: September 21, 2020 at 07:00 AM
2. Policy to be issued:
 - (a) ☒ ALTA Owners Policy (06/17/06)
Proposed Insured: TO BE DETERMINED
Proposed Policy Amount: \$1.00
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:
Jerry W. Barker and Susan R. Barker aka Susan Barker
5. The Land is described as follows:

The East 850 feet of the West 900 feet of the North 2185 feet of the NE¼ of Section Twelve (12), Township Twenty-three (23) North, Range Fourteen (14) East of the I.B.&M., Rogers County, Oklahoma, lying South of the center line of a Rogers County Road, more particularly described as follows, to-wit: Commencing at the Northwest corner of the NE¼ of said Section 12, thence S00°06'01"W on an assumed bearing along the West line of the NE¼ a distance of 1008.30 feet to the center line of a Rogers County Road; thence N60°59'36"E along said center line a distance of 57.23 feet to the Point of Beginning; thence N53°34'30"E a distance of 75.80 feet; thence N51°05'27"E a distance of 997.34 feet; thence N56°39'51"E a distance of 16.91 feet; thence leaving said center line of county road S00°06'01"W a distance of 1888.31 feet to a point that is 2185 feet South of the North line of said NE¼; thence N89°48'00"W and parallel with the said North line of the NE¼ a distance of 850 feet to a point that is 50 feet East of the West line of said NE¼; thence N00°06'01"E and parallel with the said West line a distance of 1204.63 feet to the Point of Beginning.

AND

That part of the East 800, more or less, of the West 1700 feet, more or less, of the North 2185 feet, more or less, of the NE¼ Lying South of the existing County Road of Section Twelve (12), Township Twenty-three (23) North, Range Fourteen (14) East of the I.B.&M., Rogers County, Oklahoma, according to the U.S. Government Survey thereof. LESS a tract of land in the NE¼ of Section 12, Township 23 North, Range 14 East, lying South of the center line of a Rogers County road more particularly described as follows: Commencing at the Northwest corner of the NE¼ of said

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.



PRELIMINARY TITLE

SCHEDULE A (Continued)

Section 12, thence S00°06'01"W on an assumed bearing along the West line of the NE¼ a distance of 1008.30 feet to the center line of a Rogers County road; thence N60°59'36"E along said center line a distance of 57.23 feet; thence N53°34'30"E a distance of 75.80 feet; thence N51°05'27"E a distance of 997.34 feet; thence N56°39'51"E a distance of 16.91 feet to the Point of Beginning; thence N53°32'12"E a distance of 47.60 feet; thence N58°39'23"E a distance of 95.15 feet; thence N64°34'30"E a distance of 96.02 feet; thence N70°42'24"E a distance of 93.69 feet; thence N76°38'11"E a distance of 100.70 feet; thence N83°13'32"E a distance of 108.53 feet; thence leaving county road, S00°06'01"W a distance of 531.32 feet; thence N89°48'00"W a distance of 500.11 feet; thence N00°06'01"E a distance of 343.53 feet to the Point of Beginning.

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.



PRELIMINARY TITLE

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI & BII	

Commitment No.: 20090385 ABS #2009-3617 hbo/tw

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 Jerry W. Barker and Susan R. Barker, vesting fee simple title in TO BE DETERMINED

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.

7. Mortgage from TO BE DETERMINED, 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

8. Record properly executed Release of Mortgage (page 293):

Mortgagor: Jerry W. Barker and Susan R. Barker
Mortgagee: TTCU THE CREDIT UNION
Amount: \$200,000.00
Dated: July 14, 2016
Filed: July 25, 2016
Recorded: Book 2565 at Page 385

Obtain satisfactory letter from the Mortgagee evidencing the closure of the Open-End or Revolving Credit account


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.



PRELIMINARY TITLE

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI & BII Cont.	

Commitment No.: 20090385 ABS #2009-3617 hbo/tw

secured by this Mortgage.

9. Pursuant to the Agreed Order For Sale of Marital Residence entered on June 15, 2020, in Rogers County District Court Case No. FD-2020-15, styled, *Susan Barker v. Jerry Barker*, the subject property is to be sold by an auction company and that the proceeds, after payment of all outstanding liens against the property, are to be paid to attorney client trust account of Justin Munn of Smakal Munn, PC, the attorney for the Petitioner, Susan Barker (page 340).

If a divorce decree is entered in the aforementioned case prior to closing, I require a review of said decree. Further requirements will be made upon review.

10. At closing have the records of the U. S. Bankruptcy Court for the Northern District of Oklahoma checked to insure that nothing adverse has been filed.
11. Furnish a copy of the contract for sale to the undersigned examiner for review, to insure that the legal description reflected on the contract matches the legal description as examined and as shown on this opinion. You must have written evidence in the title packet that the examining attorney reviewed and approved the legal description.
12. "The notarization of all documents executed in connection with the transaction contemplated by this Commitment shall take place either in the physical presence of the person executing the documents or through a properly conducted and approved remote on line notary session. If not, the following exception will appear on the policy:
- EXCEPTION (Owner's policy):
"Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the recording of documents not properly notarized in the physical presence of the person executing the documents or through a properly conducted remote on line notary session."
- EXCEPTION (Loan policy):
"Any invalidity, unenforceability, lack of priority, adverse claim, or other matter created by or recording of documents not properly notarized either in the physical presence of the person executing the documents or through a properly conducted remote online notary session in the transaction vesting the Title or creating the lien of the insured Mortgage."
13. **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.
14. 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.
15. A Uniform Commercial Code Search Certificate should be obtained from the office of the County Clerk with


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.



PRELIMINARY TITLE

	First American Title™	ALTA Commitment for Title Insurance
Schedule BI & BII Cont.		ISSUED BY First American Title Insurance Company

Commitment No.: 20090385 ABS #2009-3617 hbo/tw

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.

16. 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.
17. 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.
18. An Affidavit of Purchaser that there are no unpaid bills for labor or materials furnished to the property within the last four months.
19. 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.
20. 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 adverse items shown thereon must be satisfied prior to the issuance of the final title policy.
21. 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.



PRELIMINARY TITLE

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI & BII Cont.	

Commitment No.: 20090385 ABS #2009-3617 hbo/tw

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

- Rights or claims of parties in possession not shown by the Public Records.
- Easements, or claims of easements, not shown by the Public Records.
- 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.
- 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
- The Standard Exceptions (a, b, c and d above) may be eliminated in the Policy upon meeting the requirements of the Company.

SPECIAL EXCEPTIONS

- Ad valorem taxes for 2020, amount of which is not ascertainable, due or payable.
- 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.
- 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.



PRELIMINARY TITLE

 First American Title™	ALTA Commitment for Title Insurance
Schedule BI & BII Cont.	ISSUED BY First American Title Insurance Company

Commitment No.: 20090385 ABS #2009-3617 hbo/tw

4. Right of Way Contract (page 47) to STANDOLIND PIPE LINE COMPANY, dated September 30, 1940, filed October 17, 1940, recorded in Book 248 at Page 470.
5. Easement (page 48) to ROGERS COUNTY, dated February 28, 1951, filed March 2, 1951, recorded in Book 287 at Page 165.
6. Easement (page 84) to ROGERS COUNTY, dated April 12, 1954, filed Aril 23, 1954, recorded in Book 297 at Page 349.
7. Right of Way Easement (page 168) to RURAL WATER DISTRICT NO. 4, ROGERS COUNTY, OKLAHOMA, dated November 14, 1986, filed January 8, 1987, recorded in Book 749 at Page 495.
8. Right of Way Easement (page 243) to VERDIGRIS VALLEY ELECTRIC COOPERATIVE, INC., dated November 30, 2001, filed December 20, 2001, recorded in Book 1341 at Page 0510.
9. Right of Way Easement (page 244) to VERDIGRIS VALLEY ELECTRIC COOPERATIVE, INC., dated July 19, 2002, filed August 14, 2002, recorded in Book 1397 at Page 0877.

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.



PRELIMINARY TITLE

ATTORNEY'S CERTIFICATE

hbo/tw

TO: Executives Title & Escrow, LLC
First American Title Insurance Company

RE: TO BE DETERMINED

File No.: 20090385

Abs No.:
2009-3617

Based upon the title evidence submitted, the examiner finds title to the surface rights only of the subject property to be vested as set forth herein and to be marketable, subject to the items shown herein. This examination is made for the sole use and benefit of Executives Title & Escrow, LLC as a basis for issuance of title guaranty and is not to be construed as an examination to the owner, buyer or lender.

Pursuant to your request, we have examined the following: (state abstracts and any other examination made such as certificates of title, checklist, or records):

Smith Brothers last certified on 21st day of September, 2020 at 07:00 AM under Certificate No. 569954

and find that **MARKETABLE FEE SIMPLE TITLE VESTED IN** the following:

Jerry W. Barker and Susan R. Barker aka Susan Barker

To the **FOLLOWING DESCRIBED REAL PROPERTY**, to wit: (show complete and exact descriptions of the land to be insured)

The East 850 feet of the West 900 feet of the North 2185 feet of the NE¼ of Section Twelve (12), Township Twenty-three (23) North, Range Fourteen (14) East of the I.B.&M., Rogers County, Oklahoma, lying South of the center line of a Rogers County Road, more particularly described as follows, to-wit: Commencing at the Northwest corner of the NE¼ of said Section 12, thence S00°06'01"W on an assumed bearing along the West line of the NE¼ a distance of 1008.30 feet to the center line of a Rogers County Road; thence N60°59'36"E along said center line a distance of 57.23 feet to the Point of Beginning; thence N53°34'30"E a distance of 75.80 feet; thence N51°05'27"E a distance of 997.34 feet; thence N56°39'51"E a distance of 16.91 feet; thence leaving said center line of county road S00°06'01"W a distance of 1888.31 feet to a point that is 2185 feet South of the North line of said NE¼; thence N89°48'00"W and parallel with the said North line of the NE¼ a distance of 850 feet to a point that is 50 feet East of the West line of said NE¼; thence N00°06'01"E and parallel with the said West line a distance of 1204.63 feet to the Point of Beginning.

AND

That part of the East 800, more or less, of the West 1700 feet, more or less, of the North 2185 feet, more or less, of the NE¼ Lying South of the existing County Road of Section Twelve (12), Township Twenty-three (23) North, Range Fourteen (14) East of the I.B.&M., Rogers County, Oklahoma, according to the U.S. Government Survey thereof. LESS a tract of land in the NE¼ of Section 12, Township 23 North, Range 14 East, lying South of the center line of a Rogers

PRELIMINARY TITLE

County road more particularly described as follows: Commencing at the Northwest corner of the NE¼ of said Section 12, thence S00°06'01"W on an assumed bearing along the West line of the NE¼ a distance of 1008.30 feet to the center line of a Rogers County road; thence N60°59'36"E along said center line a distance of 57.23 feet; thence N53°34'30"E a distance of 75.80 feet; thence N51°05'27"E a distance of 997.34 feet; thence N56°39'51"E a distance of 16.91 feet to the Point of Beginning; thence N53°32'12"E a distance of 47.60 feet; thence N58°39'23"E a distance of 95.15 feet; thence N64°34'30"E a distance of 96.02 feet; thence N70°42'24"E a distance of 93.69 feet; thence N76°38'11"E a distance of 100.70 feet; thence N83°13'32"E a distance of 108.53 feet; thence leaving county road, S00°06'01"W a distance of 531.32 feet; thence N89°48'00"W a distance of 500.11 feet; thence N00°06'01"E a distance of 343.53 feet to the Point of Beginning.

SCHEDULE B-I REQUIREMENTS

1. Record properly executed Release of Mortgage (page 293):

Mortgagor: Jerry W. Barker and Susan R. Barker
Mortgagee: TTCU THE CREDIT UNION
Amount: \$200,000.00
Dated: July 14, 2016
Filed: July 25, 2016
Recorded: Book 2565 at Page 385

Obtain satisfactory letter from the Mortgagee evidencing the closure of the Open-End or Revolving Credit account secured by this Mortgage.

2. Pursuant to the Agreed Order For Sale of Marital Residence entered on June 15, 2020, in Rogers County District Court Case No. FD-2020-15, styled, *Susan Barker v. Jerry Barker*, the subject property is to be sold by an auction company and that the proceeds, after payment of all outstanding liens against the property, are to be paid to attorney client trust account of Justin Munn of Smakal Munn, PC, the attorney for the Petitioner, Susan Barker (page 340).

If a divorce decree is entered in the aforementioned case prior to closing, I require a review of said decree. Further requirements will be made upon review.

3. At closing have the records of the U. S. Bankruptcy Court for the Northern District of Oklahoma checked to insure that nothing adverse has been filed.
4. Furnish a copy of the contract for sale to the undersigned examiner for review, to insure that the legal description reflected on the contract matches the legal description as examined and as shown on this opinion. You must have written evidence in the title packet that the examining attorney reviewed and approved the legal description.
5. "The notarization of all documents executed in connection with the transaction contemplated by this Commitment shall take place either in the physical presence of the person executing the documents or through a properly conducted and approved remote on line notary session. If not, the following exception will appear on the policy:

PRELIMINARY TITLE

EXCEPTION (Owner's policy):

"Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the recording of documents not properly notarized in the physical presence of the person executing the documents or through a properly conducted remote on line notary session."

EXCEPTION (Loan policy):

"Any invalidity, unenforceability, lack of priority, adverse claim, or other matter created by or recording of documents not properly notarized either in the physical presence of the person executing the documents or through a properly conducted remote online notary session in the transaction vesting the Title or creating the lien of the insured Mortgage."

6. **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.
7. **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.
8. 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.
9. 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.
10. 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.
11. An Affidavit of Purchaser that there are no unpaid bills for labor or materials furnished to the property within the last four months.
12. 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.
13. 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 adverse items shown thereon must be satisfied prior to the issuance of the final title policy.

PRELIMINARY TITLE

14. **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).

SCHEDULE B-II EXCEPTIONS

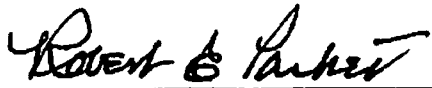
1. Right of Way Contract (page 47) to STANDOLIND PIPE LINE COMPANY, dated September 30, 1940, filed October 17, 1940, recorded in Book 248 at Page 470.
2. Easement (page 48) to ROGERS COUNTY, dated February 28, 1951, filed March 2, 1951, recorded in Book 287 at Page 165.
3. Easement (page 84) to ROGERS COUNTY, dated April 12, 1954, filed April 23, 1954, recorded in Book 297 at Page 349.
4. Right of Way Easement (page 168) to RURAL WATER DISTRICT NO. 4, ROGERS COUNTY, OKLAHOMA, dated November 14, 1986, filed January 8, 1987, recorded in Book 749 at Page 495.
5. Right of Way Easement (page 243) to VERDIGRIS VALLEY ELECTRIC COOPERATIVE, INC., dated November 30, 2001, filed December 20, 2001, recorded in Book 1341 at Page 0510.
6. Right of Way Easement (page 244) to VERDIGRIS VALLEY ELECTRIC COOPERATIVE, INC., dated July 19, 2002, filed August 14, 2002, recorded in Book 1397 at Page 0877.

PRELIMINARY TITLE

SO FAR AS KNOWN TO THE UNDERSIGNED, THERE IS NO DISPUTE AMONG
ATTORNEYS OF THE BAR AS TO THE VALIDITY OF THIS TITLE.

The Undersigned certified that, subject to the information above, the title is clear of any other exceptions and encumbrances and hereby authorize the issuance of a title commitment or policy as requested as of the 21st day of September, 2020 at 07:00 AM to the above-mentioned property subject to the above-mentioned exceptions.

Robert E. Parker Attorney at Law, Inc., P.C.

A handwritten signature in black ink, appearing to read "Robert E. Parker", written over a horizontal line.

Robert E. Parker, Examining Attorney
Bar # 6897, Title License #93755
(918)518-5313

PROPERTY PHOTOS

TRACT 1



TRACTS 1 & 2



TRACTS 1 & 2



TRACT 2



TRACT 2



TRACT 2



TRACT 2



TRACT 3



TRACT 1



TRACT 1



TRACT 1



TRACT 2



TRACT 2



TRACT 2



TRACT 2



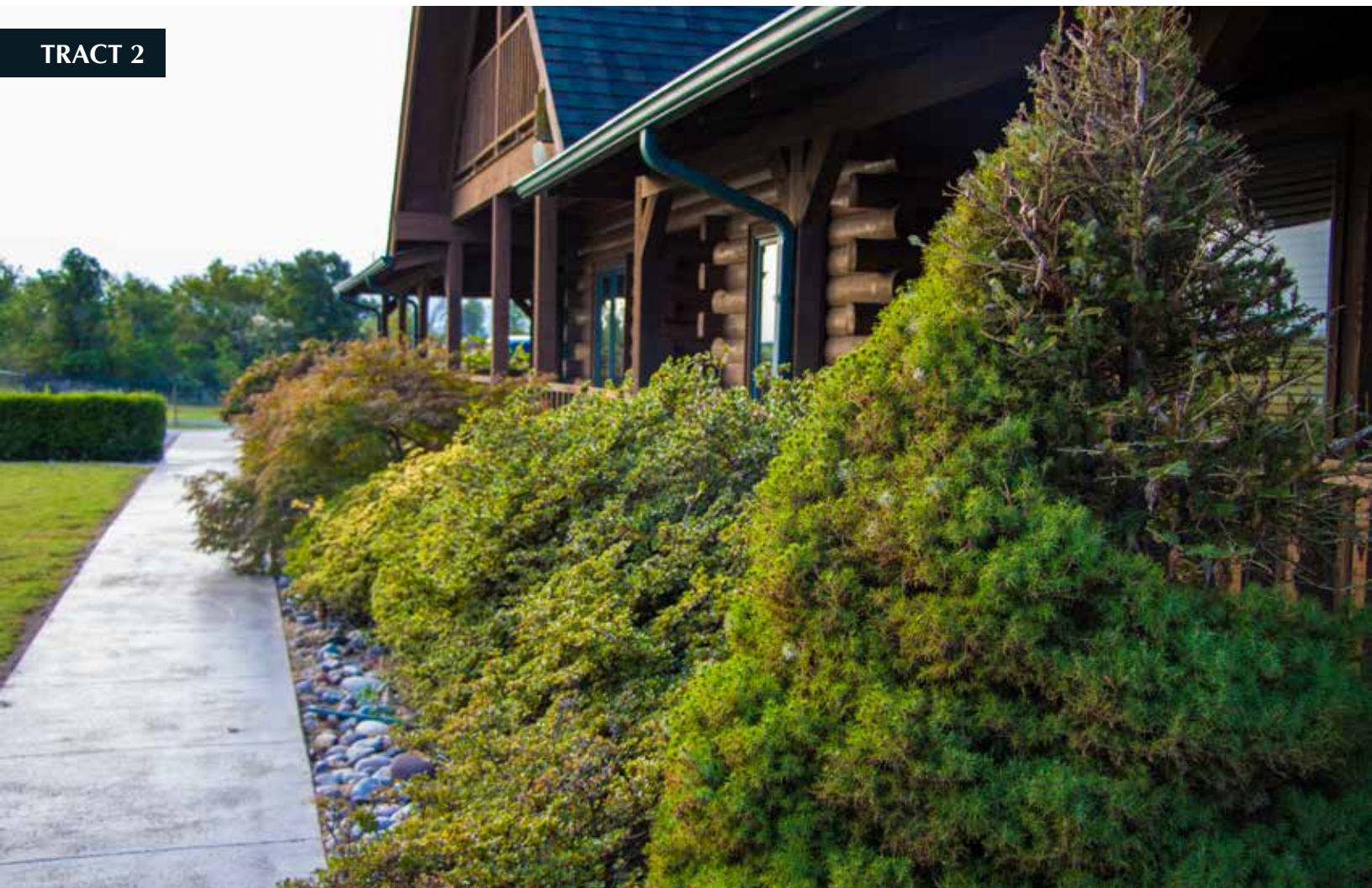
TRACT 2



TRACT 2



TRACT 2

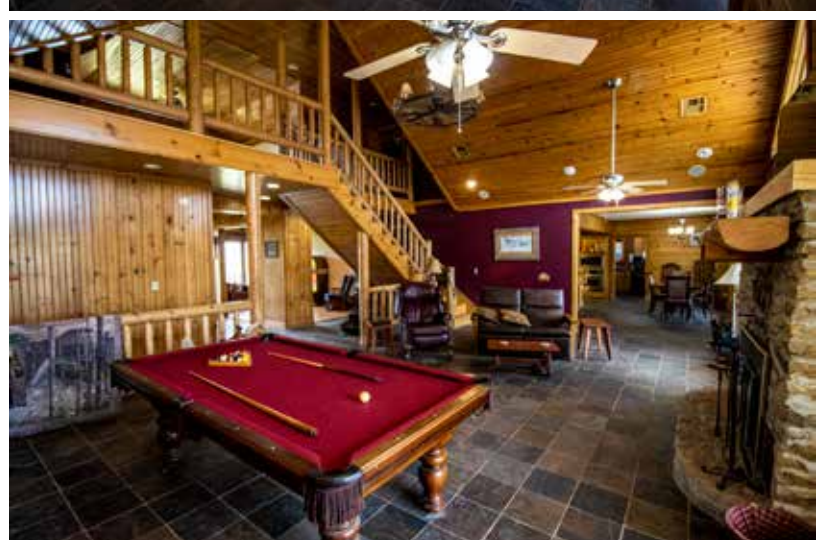
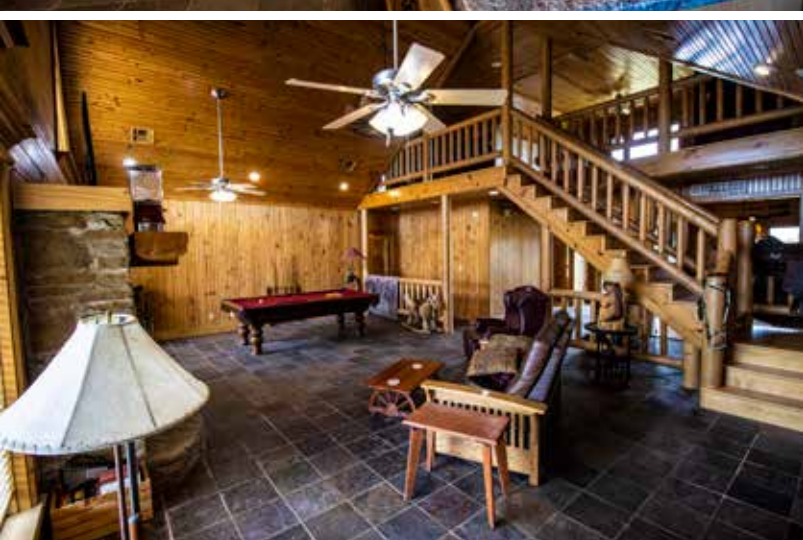
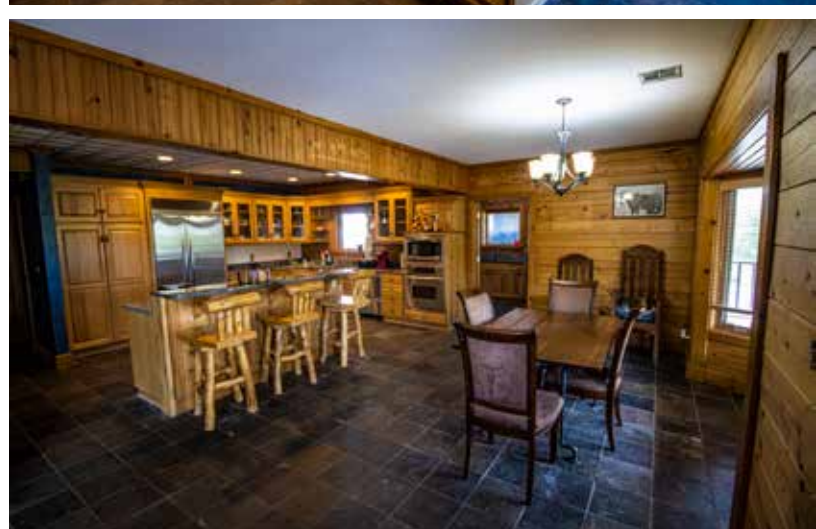


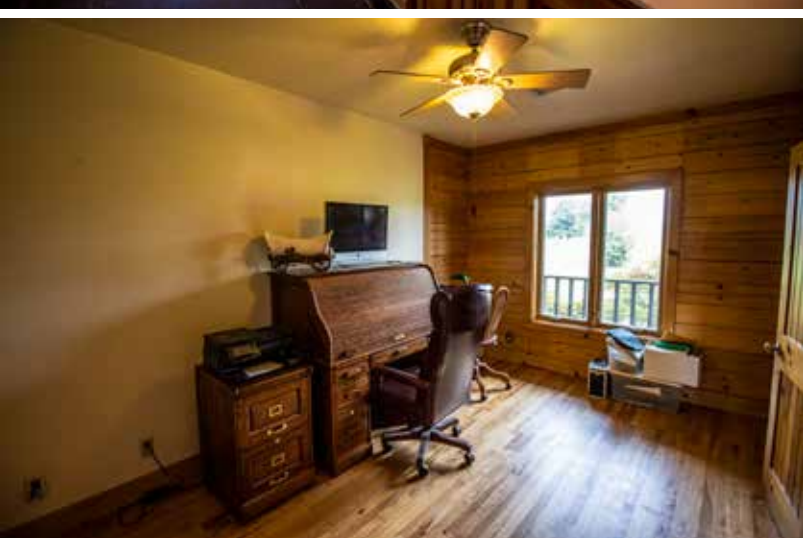
TRACT 2



TRACT 2









TRACT 2



TRACT 2



TRACT 2



TRACT 2



TRACT 2



TRACT 2



TRACT 2



TRACT 2



TRACT 2



TRACT 2



TRACT 2



TRACT 2



TRACT 2



TRACT 2



TRACT 2



TRACT 2



TRACT 2



TRACT 2



TRACT 2



TRACT 2



TRACT 2



TRACT 2



TRACT 2



TRACT 2



TRACT 2



TRACT 2



TRACT 2



TRACT 2



TRACT 2



TRACT 2



TRACT 2



TRACT 2



TRACT 3



TRACT 3





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

