

LAND AUCTION

McClain County, Oklahoma

380[±]
acres

Offered in 5 Tracts

- Large Ponds
- Paved Road Frontage
- Potential Building Sites
- Tillable & Pasture Land
- Excellent Deer & Waterfowl Hunting
- Stocked Ponds with Trophy Fish

INFORMATION BOOKLET

Tuesday
November 17
10:00 am

Exceptional Land Buying Opportunity
Only 1 Mile Off I-35



SchraderAuction.com • 800.451.2709

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



SCHRADER
Real Estate and Auction Company, Inc.

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



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BIDDER PRE-REGISTRATION FORM

TUESDAY, NOVEMBER 17, 2020
380 ACRES – PURCELL, INDIANA

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, November 10,
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
380± Acres • McClain County, Oklahoma
Tuesday, November 17, 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, November 17, 2020 at 10:00 AM.
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, November 10, 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: _____

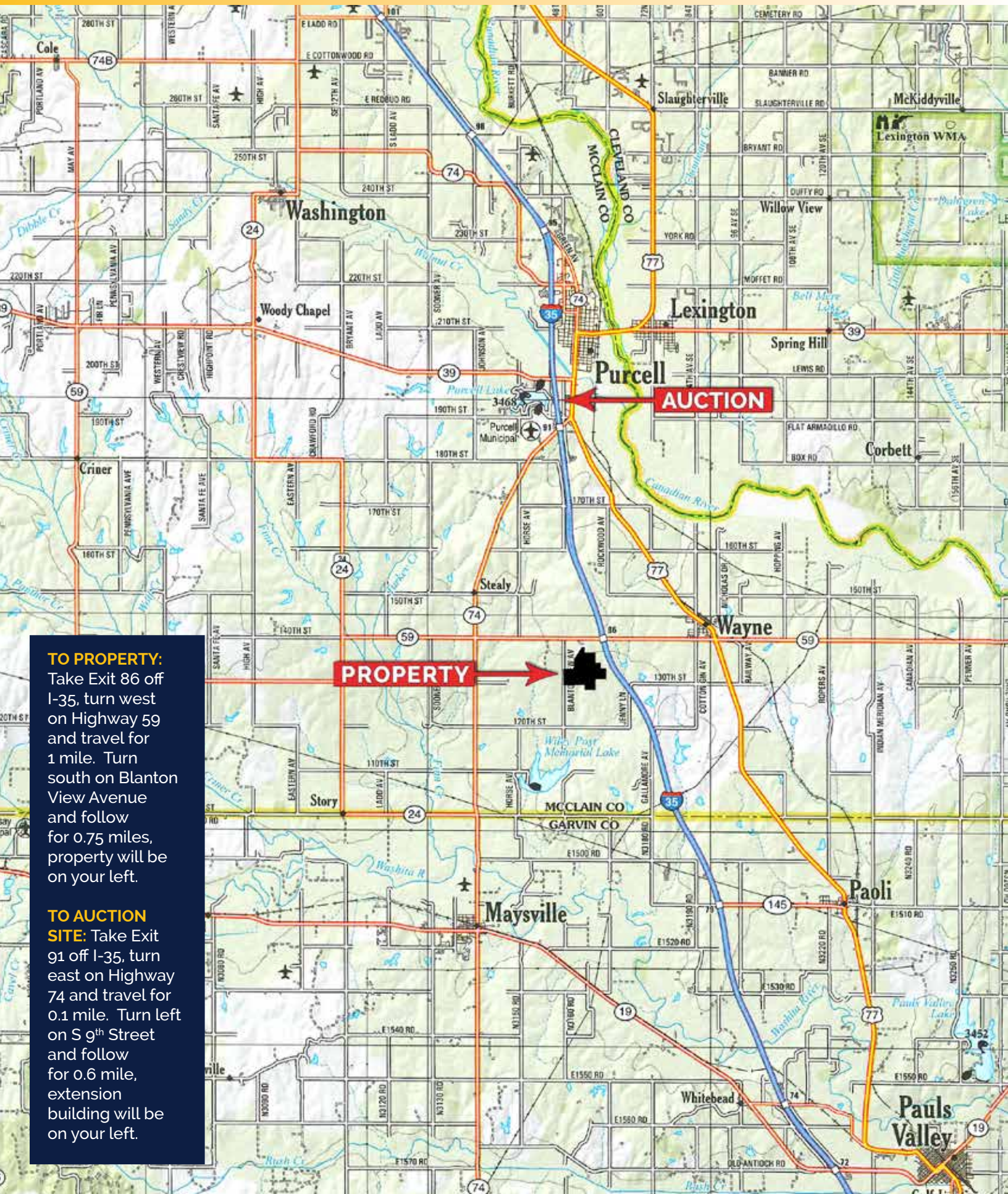
Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to:
kevin@schraderauction.com or call Kevin Jordan at 260-244-7606.

LOCATION MAP



800.451.2709
SchraderAuction.com

LOCATION MAP



TO PROPERTY:

Take Exit 86 off I-35, turn west on Highway 59 and travel for 1 mile. Turn south on Blanton View Avenue and follow for 0.75 miles, property will be on your left.

TO AUCTION SITE:

Take Exit 91 off I-35, turn east on Highway 74 and travel for 0.1 mile. Turn left on S 9th Street and follow for 0.6 mile, extension building will be on your left.

TRACT MAP



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SchraderAuction.com

TRACT MAP

*Inspection
Dates*

Tuesday, October 13 – 9-11 AM

Thursday, October 29 – 2-4 PM

Tuesday, November 10 – 9-11 AM

Monday, November 16 – 3-5 PM

Blanton View Ave

59

35

1 11± acres

2 11± acres

3
77± acres

4
92± acres

5
189± acres

Easement

TRACT DESCRIPTIONS



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LAND AUCTION

McClain County, Oklahoma

380[±]
acres
Offered in 5 Tracts

that offer attractive features to a wide range of potential Buyers! The property boasts 7 total ponds, a 4[±] acre LARGE POND, potential building sites, cross-fenced pastures, tillable land currently planted to Wheat and available to graze after January 1 and heavily wooded areas; the ranch could be used for a variety of different purposes! The property is accessed by Blanton View Avenue on the west, which is a paved road, and is only about 1 mile from I-35. For Buyers needing to commute north or south on the interstate, you will be hard pressed to find a more ideally situated ranch or building site. Bidders will have the opportunity to submit bids on any individual tracts, combinations of parcels or the entire property! Please contact us for more information or to schedule a private showing.

Tract Descriptions

TRACT 1: 11[±] acres fronting Blanton View Ave, a combination of woods and open pasture.

TRACT 2: 11[±] acres fronting Blanton View Ave, a combination of woods and open pasture.

TRACT 3: 77[±] acres that fronts Blanton View Ave and is an exceptional recreational property and potential building site. The large 4[±] ACRE POND in the back portion of the property is excellent fishing and waterfowl hunting, not to mention some stunning views with lots of peace and quiet.

TRACT 4: 92[±] acres that fronts Blanton View Ave and is a combination of open pasture and wooded acres. This tract has two excellent ponds with clear water and lots of potential for livestock or recreational use!

TRACT 5: 189[±] acres that is accessed by private easement that follows a well-established Oil & Gas roadway through the property. This tract has perimeter fencing and 133[±] acres of tillable land per FSA. Tillable land is currently planted to Wheat and the new Buyer will have grazing rights starting January 1, 2021 or upon closing.

Terms & Conditions:

PROCEDURE: Tracts 1 through 5 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.

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 the latter of January 1, 2021 or upon closing.

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

MINERALS: Seller specifically excepts and reserves all minerals, including without limitation, oil, gas, coal, coalbed methane, and all other hydrocarbons, lignite, and all metallic minerals, etc., if any, associated with the referenced real estate, and the term "Property" will not include any mineral rights.

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.

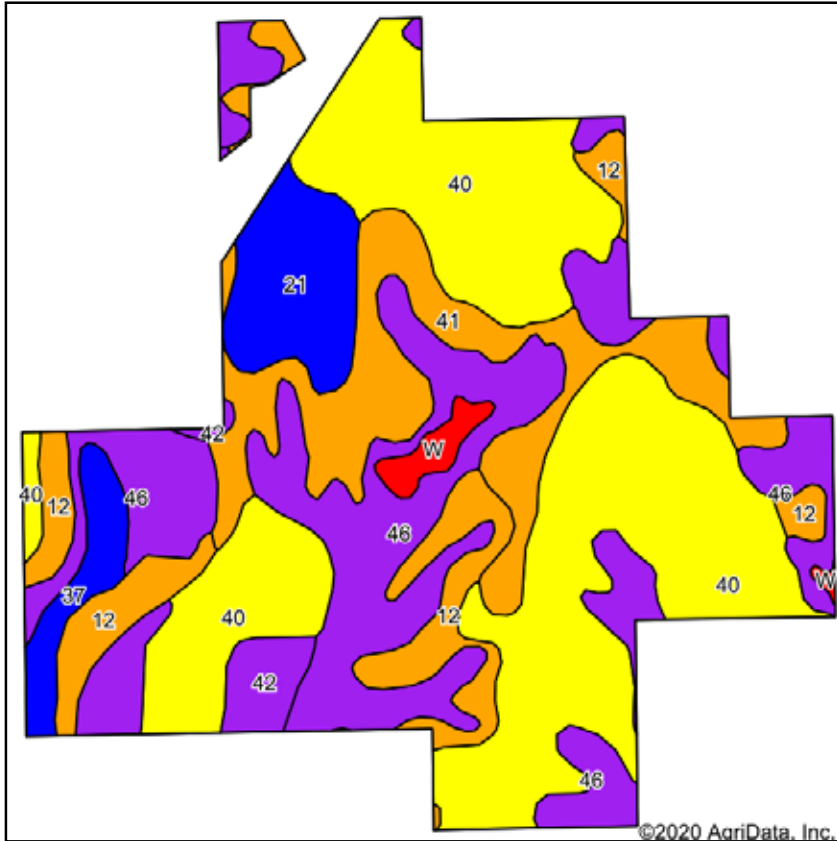
NEW DATE, CORRECTIONS AND CHANGES: Please arrive prior to scheduled auction time to inspect any changes or additions to the property information.

SOILS MAP

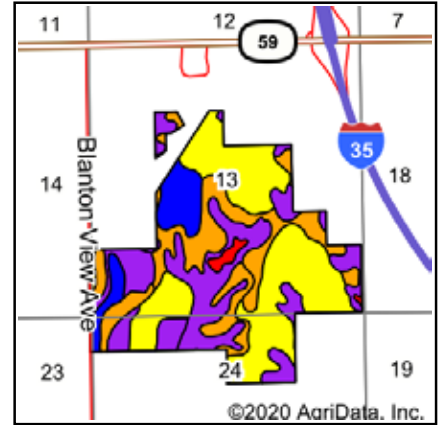


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SOILS MAP



Soils data provided by USDA and NRCS.



State: **Oklahoma**
 County: **McClain**
 Location: **13-5N-2W**
 Township: **Purcell**
 Acres: **379.56**
 Date: **10/1/2020**

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 Real Estate and Auction Company, Inc.

Maps Provided By:



Area Symbol: OK087, Soil Area Version: 17															
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Irr Class	Barley	Caucasian bluestem	Cotton lint	Grain sorghum	Improved bermudagrass	Introduced bluestem	Oats	Peanuts	Wheat
40	Renfrow silt loam, 3 to 5 percent slopes	149.73	39.4%		IVe		30	1	219	31	3	1			28
46	Tamford-Grainola complex, 5 to 12 percent slopes	94.31	24.8%		VIe		3	2			3	3			2
41	Renfrow silt loam, 3 to 5 percent slopes, eroded	52.19	13.8%		IIIe		21	6	29	5	3	4			16
12	Grainola clay loam, 3 to 5 percent slopes	33.28	8.8%		IIIe		2		13	29	4				15
21	Kirkland silt loam, 1 to 3 percent slopes	21.73	5.7%		IIIs	IIIs	2		50	34	4	5	32		33
42	Renfrow silt loam, 3 to 5 percent slopes, severely eroded	13.62	3.6%		VIe			6			3	4			
37	Port silt loam, 0 to 1 percent slopes, occasionally flooded	10.12	2.7%		IIW				13	49	9			48	34
W	Water	4.58	1.2%		VIII										
Weighted Average							15.8	1.9	94.7	18.7	3.3	2.1	1.8	1.3	17.9

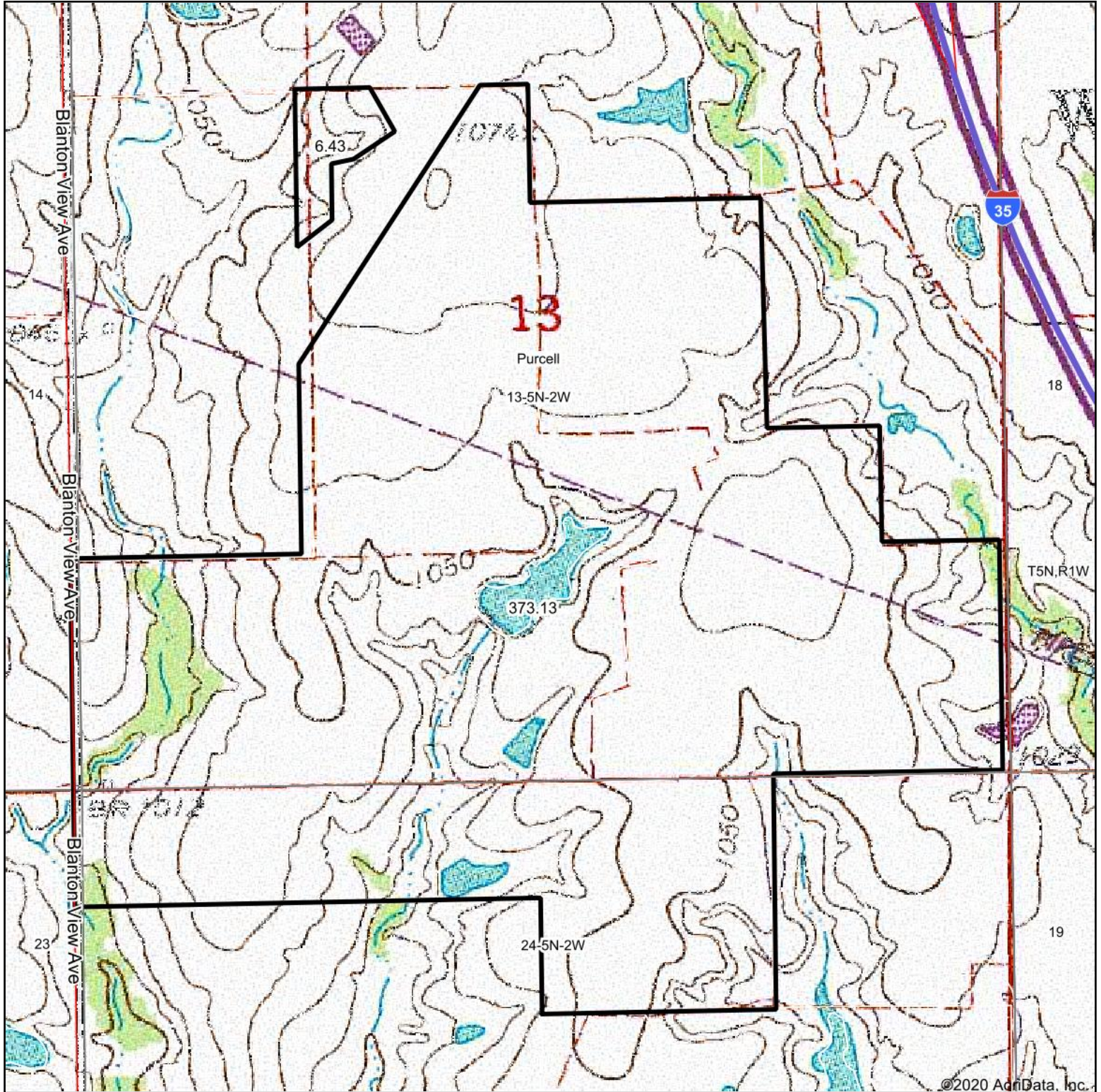
Soils data provided by USDA and NRCS.

TOPOGRAPHIC MAP



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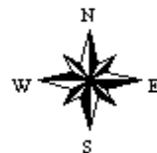
TOPOGRAPHIC MAP



map center: 34° 54' 9.11, -97° 21' 43.24

0ft 888ft 1775ft

13-5N-2W
McClain County
Oklahoma



10/1/2020

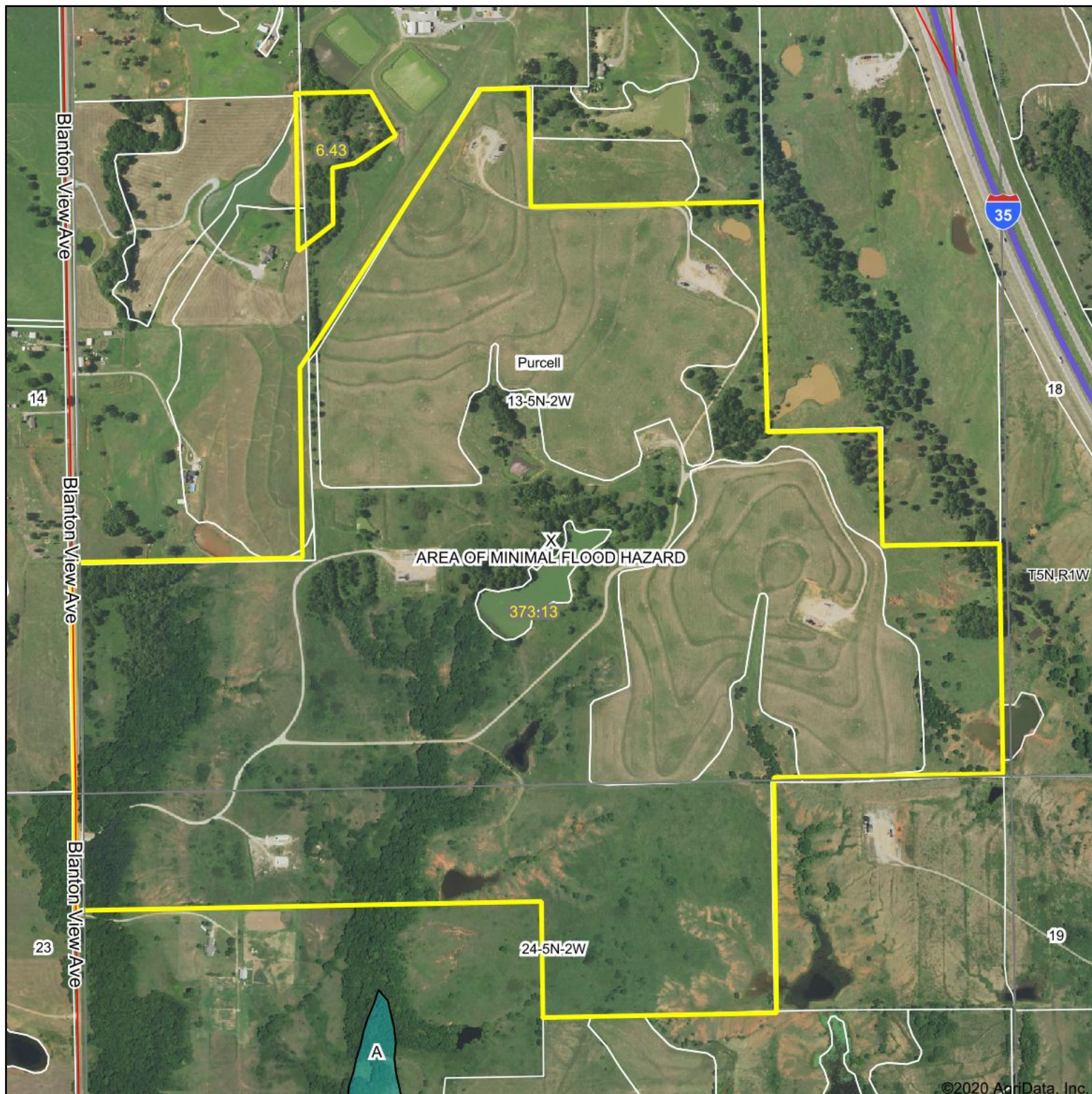
Maps Provided By:
surety
CUSTOMIZED ONLINE MAPPING
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FLOOD ZONE MAP



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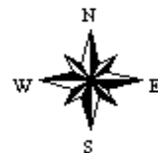
FLOOD ZONE MAP



Map Center: 34° 54' 9.11, -97° 21' 43.24

0ft 888ft 1775ft

13-5N-2W
McClain County
Oklahoma



10/1/2020

Maps Provided By:



© AgriData, Inc. 2020 www.AgriDataInc.com

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

TAX STATEMENTS



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TAX STATEMENTS

Tax Roll Inquiry

McClain County Treasurer



Teresa Jones, Treasurer

121 N. 2nd #318Purcell, OK 73080

Phone: 405-527-3261

Fax: 0--

E-Mail: mcclaintr@yahoo.com



Owner Name and Address

GAY JOE T & BETTY JEAN TRUSTEE
OF TRUST
6122 DEL MONTE DR
HOUSTON TX 77057-3518

Taxroll Information

Tax Year : 2019
Property ID : 0000-13-05N-02W-0-001-00
Location :
School District : 10 WAYNE RURAL **Mills :** 88.56
Type of Tax : Real Estate
Taxroll_Item# 1190

Legal Description and Other Information:

SE NW & NW NW & S SW NE & NW SE & SW NE SE & S SE & NE SW & E SE SW-NW SE SW-SW SW SW-N SW SW LESS 10.6 ACS LESS 40 ACRES 279.40 Acres

Assessed Valuations

Amount

Land	5671
Improvements	0
Net Assessed	5671

Tax Values

Amount

Base Tax	502.00
Penalty	0.00
Fees	0.00
Payments	502.00
Total Paid	502.00
Total Due	0.00

Date	Receipt	Paid With	Payment For	Amount	Paid By
12/03/2019	4016	Check	Taxes	502.00	GAY JOE T & BETTY JEAN TRUSTEE->Check# 2260

TAX STATEMENTS

Tax Roll Inquiry

McClain County Treasurer



Teresa Jones, Treasurer

121 N. 2nd #318Purcell, OK 73080

Phone: 405-527-3261

Fax: 0--

E-Mail: mcclaintr@yahoo.com



Owner Name and Address

GAY JOE T & BETTY JEAN TRUSTEE
OF TRUST
6122 DEL MONTE DR
HOUSTON TX 77057-3518

Taxroll Information

Tax Year : 2019
Property ID : 0000-24-05N-02W-0-001-00
Location :
School District : 10 WAYNE RURAL **Mills :** 88.56
Type of Tax : Real Estate
Taxroll_Item# 1311

Legal Description and Other Information:

N N NW & NW NE 80.00 Acres

Assessed Valuations

Amount

Land	965
Improvements	0
Net Assessed	965

Tax Values

Amount

Base Tax	85.00
Penalty	0.00
Fees	0.00
Payments	85.00
Total Paid	85.00
Total Due	0.00

Date	Receipt	Paid With	Payment For	Amount	Paid By
12/03/2019	4015	Check	Taxes	85.00	GAY JOE T & BETTY JEAN TRUSTEE->Check# 2260

PRELIMINARY TITLE



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PRELIMINARY TITLE



COMMITMENT FOR TITLE INSURANCE

Issued By

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: American Abstract Company of McClain County, Inc.
Issuing Office: 138 W. Main St, Purcell, OK 73080
Issuing Office's ALTA® Registry ID: 0002360
Loan ID No.:
Commitment No.: 20201699-1
Issuing Office File No.: 20201699
Property Address: Raw Land, Wayne, OK 73095

SCHEDULE A

1. Commitment Date: September 30, 2020 at 07:30 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (06/17/06)
Proposed Insured: A natural person or legal entity to be determined
Proposed Policy Amount: \$0.00
 - b. ALTA Loan Policy (06/17/06)
Proposed Insured: Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, its successors and/or assigns as their respective interests may appear.
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:

½ interest - William F. Hermen Living Trust by virtue of a Quit Claim Deed filed January 16, 1991 in Book 1296 at Page 316, Memorandum of Trust filed January 16, 1991 in Book 1296 at Page 320, and by Warranty Deed filed May 31, 2000 in Book 1547 at Page 469.

¼ interest - Betty Jean Gay and/or Joe T. Gay, Trustees of the Betty Jean Gay Trust, dated January 15, 1998 by virtue of a Warranty Deed filed April 30, 1998 in Book 1480 at Page 902, Warranty Deed filed May 31, 2000 in Book 1547 at Page 469 and Amended Memorandum of Trust filed August 15, 2014 in Book 2185 at Page 518.

¼ interest - Joe T. Gay and/or Betty Jean Gay, Trustees of the Joe T. Gay Trust dated January 15, 1998 by virtue of a Warranty Deed filed April 30, 1998 in Book 1480 at Page 910, Warranty Deed filed May 31, 2000 in Book 1547 at Page 469 and Amended Memorandum of Trust filed August 15, 2014 in Book 2185 at Page 501.
5. The Land is described as follows:

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; and 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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PRELIMINARY TITLE

SCHEDULE A (Continued)

The Southeast of the Southwest Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$) and the Southwest Quarter of the Southeast of the Southwest Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Thirteen (13), Township Five (5) North, Range Two (2) West, McClain County, Oklahoma.

AND

The Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) and the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) and the South Half of the Southwest Quarter of the Northeast Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$) and the South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) and the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) and the Southwest Quarter of the Northeast Quarter of the Southeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$) and the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) and the East Half of the Southeast Quarter of the Southwest Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$) and the Northwest Quarter of the Southeast Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$) in Section Thirteen (13), Township Five (5) North, Range Two (2) West, McClain County, Oklahoma, LESS AND EXCEPT a tract of land located in part of the W $\frac{1}{2}$ of Section 13, Township 5 North, Range 2 West, McClain County, Oklahoma, and being more particularly described as follows: Beginning at a point which bears East, 1401.5 feet and S 00°50' E, 135.6 feet from an existing brass cap for the Southwest Corner of the NW $\frac{1}{4}$ Section 13; thence N 00°50' W, 560.1 feet; thence N 45°21' E, 198.8 feet; thence N 06°52' E, 320.2 feet; thence N 83°51' E, 128.7 feet; thence N 38°16' E, 283.1 feet; thence N 34°59' W, 272.3 feet; thence N 89°32' E, 627.4 feet; thence S 32°30' W, 1756.2 feet to the point of beginning.

AND

The North Half of the Southwest Quarter of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$) and the Southwest Quarter of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Thirteen (13), Township Five (5) North, Range Two (2) West, McClain County, Oklahoma

AND

The North West Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) and the North Half of the North Half of the Northwest Quarter (N $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Twenty-four (24), Township Five (5) North, Range Two (2) West, McClain County, Oklahoma.

Gayle Helton

Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

First American Title Insurance Company

Dennis J. Gilmore

Dennis J. Gilmore
President

Jeffrey S. Robinson

Jeffrey S. Robinson
Secretary

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; and 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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PRELIMINARY TITLE



COMMITMENT FOR TITLE INSURANCE

Issued By

First American Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Lien Affidavit and Indemnity executed by seller(s), mortgagor(s) and/or contactor (if any) stating that all bills are paid for labor and/or materials which might form the basis for a materialman's or mechanic's lien. Or in the case of a non-builder seller, obtain a Seller's affidavit stating that there does not exist any outstanding court judgments, contracts, or liens, which may affect subject property.
6. In the event the proposed insured requires deletion of the general survey exception set forth in Schedule B- Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the Oklahoma Minimum Standards for Land Surveying as set forth by the Oklahoma State Board of Licensure for Professional Engineers and Surveyors.
7. Obtain unmatured special assessment certificate and obtain full payment of all assessments listed; if certificate is not ordered, an exception will be taken in policy.
8. Obtain a Final Report for issuance of title policy.
9. If subject transaction does not close AND the instruments to be insured are not filed of record within 180 days from the abstract certification date, abstract must be extended to date, resulting in additional charges, before final policy can be issued.

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PRELIMINARY TITLE

SCHEDULE B (Continued)

10. 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 on line notary session in the transaction vesting the Title or creating the lien of the Insured Mortgage."
11. Obtain a court search as to A natural person or legal entity to be determined in McClain County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
12. Obtain a Uniform Commercial Code search as to William F. Hermen Living Trust dated December 11, 1990, the Betty Jean Gay Trust dated January 15, 1998 and the Joe T. Gay Trust dated January 15, 1998 in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
13. File a satisfactory affidavit as provided in Title 16 Okl. St. §76(b)(2) to extinguish any claim to the "surface" title arising under the following "stray" instrument(s):
- | <u>Instrument</u> | <u>Date Filed</u> | <u>Recording Info</u> |
|-------------------|-------------------|-----------------------|
| QCD | 11/18/1992 | Book 1323 Page 231 |
| QCD | 02/28/2011 | Book 1996 Page 822 |
| QCD | 06/24/2020 | Book 2632 Page 431 |
| Deed | 10/14/1992 | Book 1336 Page 347 |
| DOD | 02/28/2011 | Book 1996 Page 822 |
14. The SE¼ SW¼ SW¼, SW¼ SE¼ SW¼, NE¼ SW¼, S½ SW¼ NE¼, N½ NW¼ SE¼ and SW¼ NE¼ SE¼ of Section 13, Township 5 North, Range 2 West was allotted to Julius Meashintubby, Choctaw Full Blood Roll Number 6009. While there are numerous deeds from purported heirs, no Order from a competent jurisdiction was examined. Submit for examination a valid recorded Order from a Court of competent jurisdiction with Notice to the appropriate Officer of the United States of America determining the heirs of the Allottee.

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PRELIMINARY TITLE

SCHEDULE B (Continued)

SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not recorded in the public records.
3. Easements or claims of easements not recorded in the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.
6. Ad Valorem Taxes for the year 2020, amount of which is not ascertainable, due or payable.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the public records.
8. Water rights, claims or title to water, whether or not shown by the public records.

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PRELIMINARY TITLE

SCHEDULE B (Continued)

9. *NOTE: Due to the U.S. Supreme Court decision in the case McGirt v. Oklahoma, 140 S.Ct. 2452 (2020) the Land described herein is or may be located within the boundaries of a Native American reservation. The governmental powers, rights and regulations referenced in paragraphs 1 and 2 of the Exclusions from Coverage of this policy include any powers, rights and regulations of such Native American tribe.*
10. Pipe, Telephone and Telegraph line easement, in favor of Sinclair Refining Company filed February 17, 1947 in Book 166 at Page 354.
11. Pipe, Telephone and Telegraph line easement, in favor of Sinclair Refining Company filed June 26, 1947 in Book 173 at Page 94.
12. Pipe, Telephone and Telegraph line easement, in favor of Sinclair Refining Company filed February 17, 1947 in Book 166 at Page 351.
13. Pipe, Telephone and Telegraph line easement, in favor of Sinclair Refining Company filed June 26, 1947 in Book 173 at Page 96.
14. Pipe, Telephone and Telegraph line easement, in favor of Warren Petroleum Corporation filed November 9, 1948 in Book 182 at Page 195.
15. Pipe, Telephone and Telegraph line easement, in favor of Sinclair Refining Company filed February 17, 1947 in Book 166 at Page 352.
16. Pipe, Telephone and Telegraph line easement, in favor of Warren Petroleum Corporation filed November 9, 1948 in Book 182 at Page 189.
17. Roadway Easement, in favor of Sinclair Oil and Gas Company filed June 6, 1958 in Book 277 at Page 458.
18. Pipe, Telephone and Telegraph line easement, in favor of Sinclair Refining Company filed February 17, 1947 in Book 166 at Page 353.
19. Pipeline easement, in favor of Arkansas Louisiana Gas Company filed July 9, 1973 in Book 507 at Page 575.
20. Pipeline easement, in favor of Cimarron Gathering, LP filed May 15, 2006 in Book 1793 at Page 963.
21. Pipeline easement, in favor of Cimarron Gathering, LP. filed April 18, 2012 in Book 2051 at Page 917.
22. Pipeline easement, in favor of Cimarron Gathering, LP. filed April 18, 2012 in Book 2051 at Page 920.
23. Pipeline easement, in favor of Cimarron Gathering, LP. filed April 18, 2012 in Book 2051 at Page 923.
24. Pipeline easement, in favor of Charter Oak Production Co., L.L.C. filed October 11, 2012 in Book 2077 at Page 624.

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PRELIMINARY TITLE

SCHEDULE B (Continued)

25. Pipeline easement, in favor of Charter Oak Production Co., L.L.C. filed October 11, 2012 in Book 2077 at Page 625.
26. Pipeline easement, in favor of Cimmarron Gathering, LP. filed March 25, 2013 in Book 2102 at Page 592.
27. Pipeline easement, in favor of Cimmarron Gathering, LP. filed March 25, 2013 in Book 2102 at Page 596.
28. Pipeline easement, in favor of Cimmarron Gathering, LP. filed September 27, 2013 in Book 2130 at Page 912.

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PROPERTY PHOTOS



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Tract 1



Tract 1



Tract 2



Tract 2



Tract 2



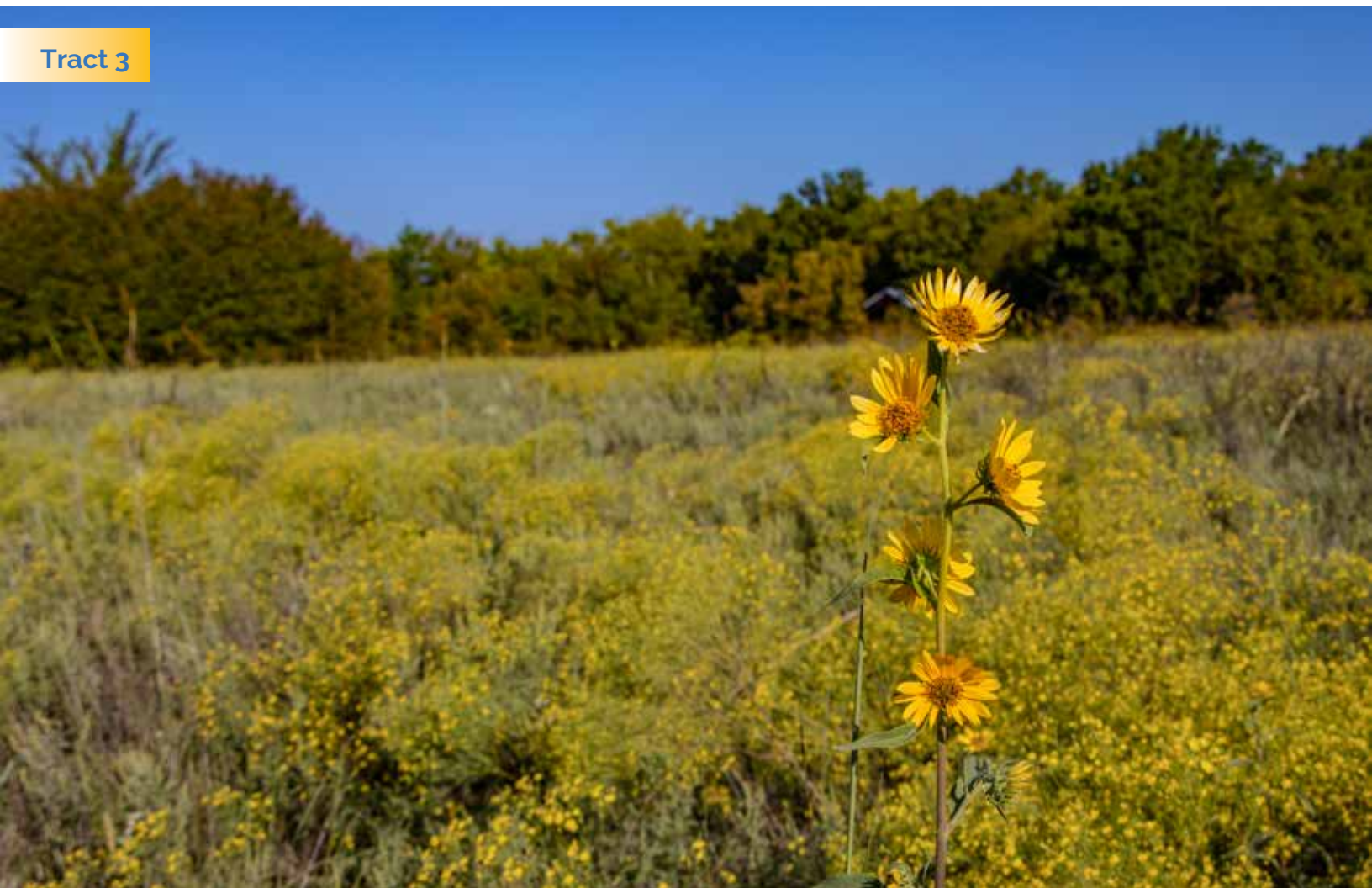
Tract 3



Tract 3



Tract 3



Tract 3



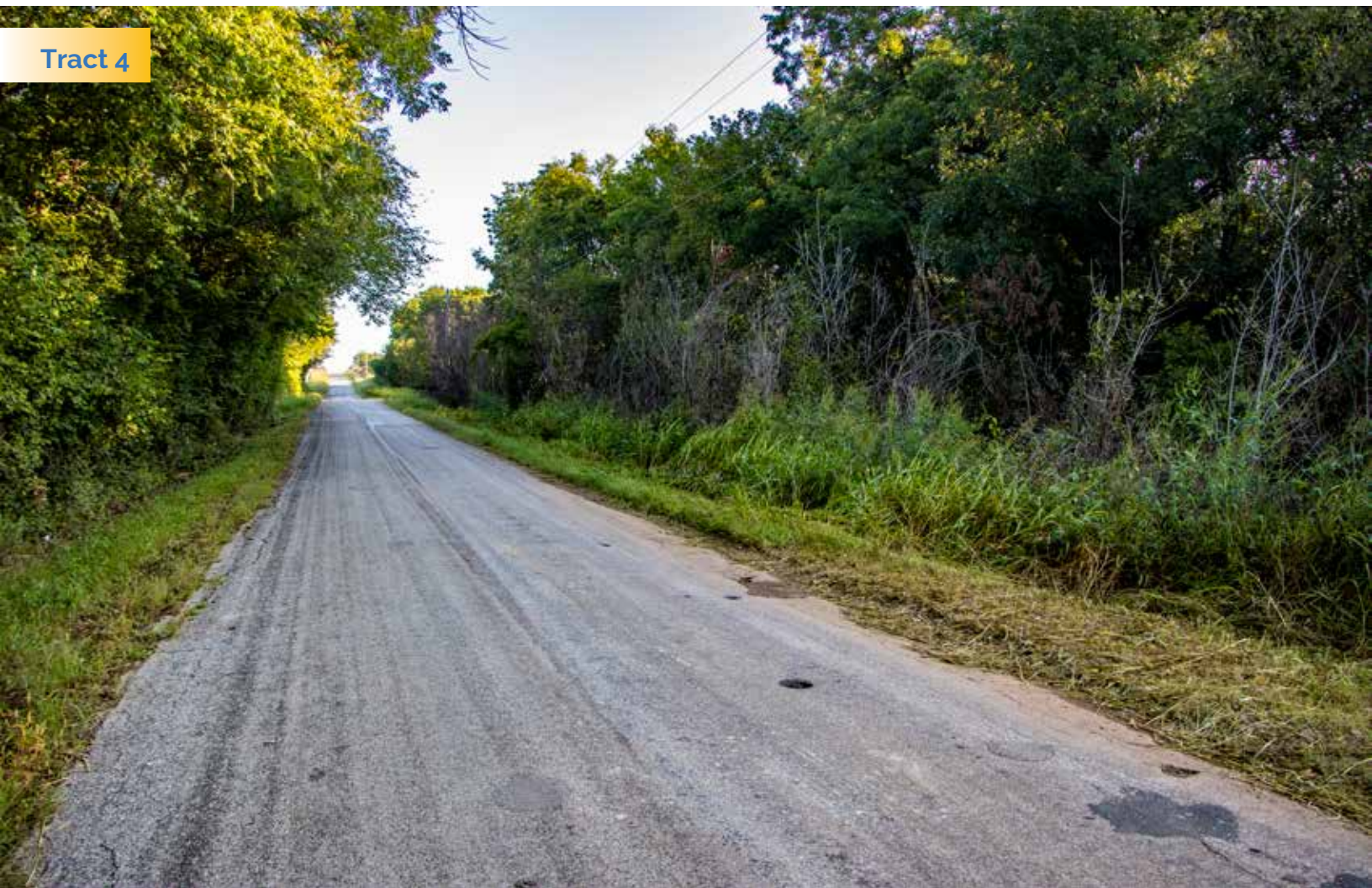
Tract 3



Tract 4



Tract 4



Tract 4



Tract 4



Tract 4



Tract 4

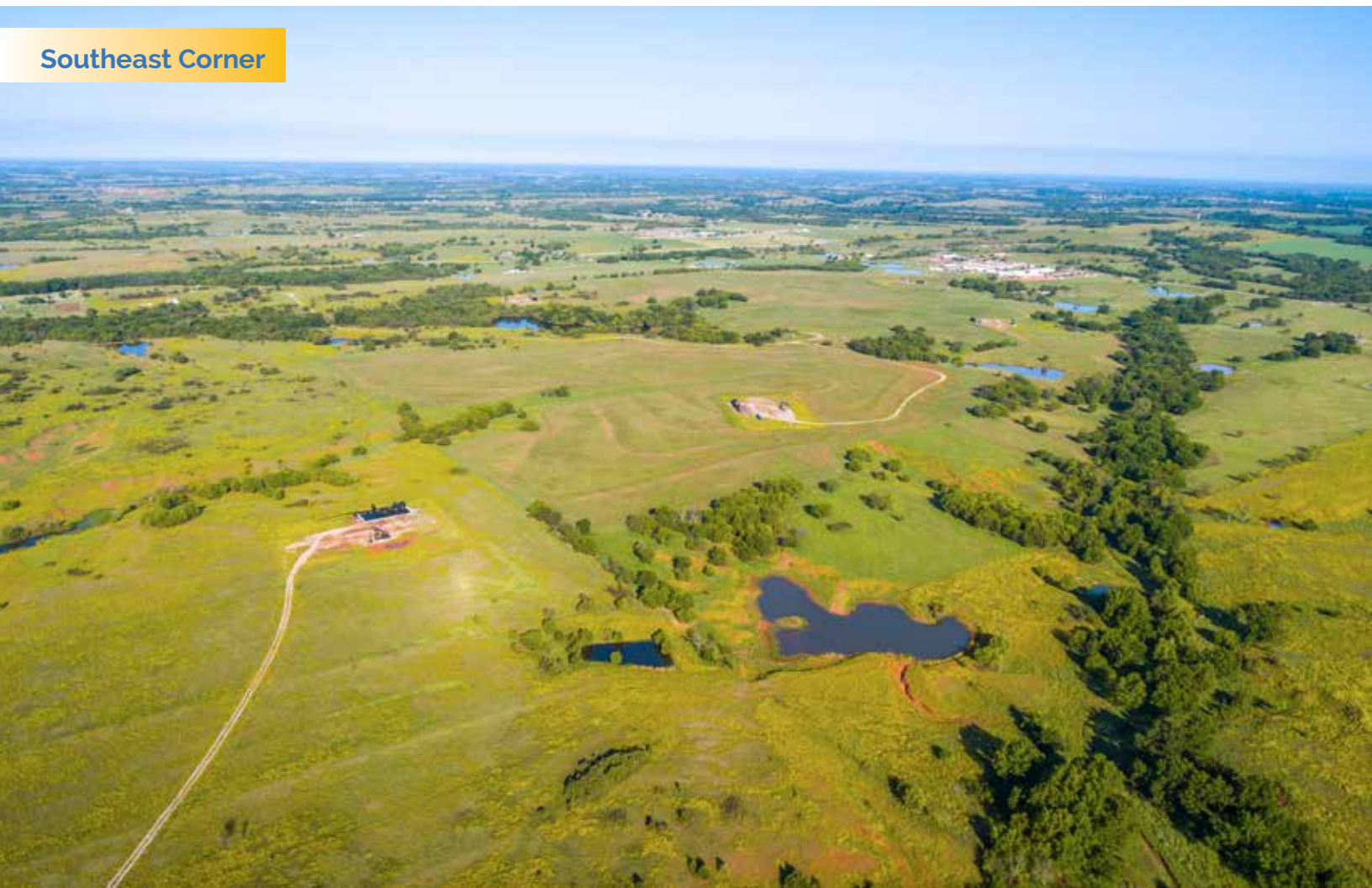




Northeast Corner



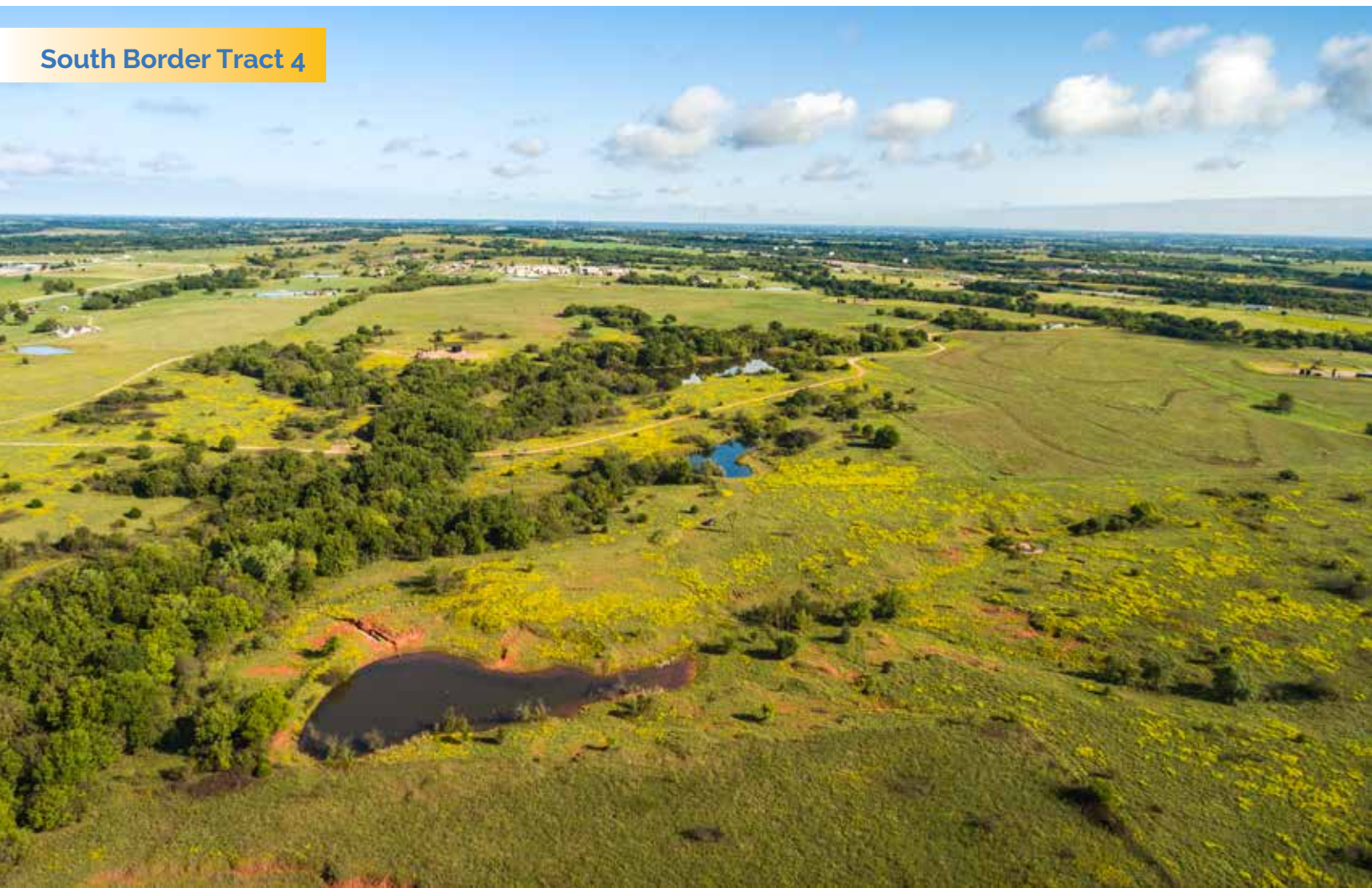
Southeast Corner



Southwest Corner



South Border Tract 4



Tract 3



Tract 3



Tract 5



Tracts 3 & 5 Looking North



Tract 5



Tract 5





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