

Grand River Pioneer Ranch AUCTION

3± Mile West of Langley, OK on E 386 Rd



Tracts 1-2 NW View

137± Acres

Offered in 6 Tracts

with 3,300± Feet of Grand River Frontage

Tuesday, June 3rd at 6PM

Auction Location: GRDA – Ecosystems and Education Center, 420 OK-28, Langley, OK

INFORMATION BOOKLET

House

and Lake
Stocked Ponds



SCHRADER

4% Buyer's Premium

Real Estate and Auction Company, Inc.

405-332-5505 | SchraderWellings.com | SchraderAuction.com | 800-451-2709

DISCLAIMER:

This information booklet includes information obtained or derived from third-party sources. Although believed to be accurate and from reliable sources, such information is subject to verification and is not intended as a substitute for a prospective buyer's independent review and investigation of the property. Prospective buyers are responsible for completing their own due diligence.

THIS PROPERTY IS OFFERED "AS IS, WHERE IS". NO WARRANTY OR REPRESENTATION, STATED OR IMPLIED, IS MADE CONCERNING THE PROPERTY. Without limiting the foregoing, Owner and Auction Company and their respective agents and representatives, assume no liability for (and disclaim any and all promises, representations and warranties with respect to) the information and reports contained herein.

AUCTION COMPANY: Schrader Real Estate and Auction Company, Inc.

Charles Brent Wellings (Branch Broker), 158091
Schrader Real Estate and Auction Co Inc.
(Branch Office - Stillwater, OK), 172583
Schrader Real Estate and Auction Co Inc., 112774



SCHRADER REAL ESTATE & AUCTION CO., INC.
950 N. Liberty Dr., Columbia City, IN 46725
260-244-7606 or 800-451-2709
SchraderAuction.com

TERMS & CONDITIONS:

PROCEDURE: Tracts 1 through 6 will be offered in individual tracts, in any combination of these tracts, or as the whole property. There will be open bidding on all tracts and combinations during the auction as determined by the Auctioneer. Bids on tracts, tract combinations and the whole property may compete. The property will be sold in the manner resulting in the highest total sale price.

BUYER'S PREMIUM: The purchase price will be the bid amount plus a 4% buyer's premium.

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, IF NEEDED, AND ARE CAPABLE OF PAYING CASH AT CLOSING.

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

DEED: Seller shall be obligated only to convey a merchantable title by Special Warranty Deed.

EVIDENCE OF TITLE: Seller agrees to make available to bidder a preliminary title insurance commitment to review prior to auction. The cost of title insurance, if the buyer(s) elects to purchase the title insurance policy, will be the responsibility of the

buyer(s). Seller agrees to provide merchantable title to the property subject to matters of record, general conditions of title, and similar related matters. All tracts sold "AS-IS".

CLOSING: The closing shall take place 45 days after the auction or as soon thereafter as applicable closing documents are completed by Seller.

POSSESSION: Shall be delivered at Closing.

REAL ESTATE TAXES: 2024 taxes shall be prorated to the date of closing.

MINERALS: The sale of the Property will include the minerals currently 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.

SURVEY: The Seller shall provide a new survey where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Any need for a new survey shall be determined solely by the Seller. Seller and successful bidder shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the Seller's option and sufficient for providing title insurance. Combination purchases will receive a perimeter survey only.

ACREAGE AND TRACTS: All acreages and dimensions 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 Com-

pany, 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.

BOOKLET INDEX

- **BIDDER PRE-REGISTRATION FORM**
- **ONLINE BIDDING REGISTRATION FORM**
- **LOCATION MAP & AERIAL TRACT MAP**
- **SOIL INFORMATION
(Soils, Topography, Flood Maps)**
- **TAX STATEMENTS**
- **PROPERTY RECORD CARDS**
- **PRELIMINARY TITLE**
- **PHOTOS**

For Information Call Sale Manager: Brent Wellings at 405-332-5505



Whole Property - NW View

REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

TUESDAY, JUNE 3, 2025

137± ACRES – LANGLEY, 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, May 27, 2025.
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
137± Acres • Langley, Oklahoma
Tuesday, June 3, 2025

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, June 3, 2025 at 6:00 PM (CST).
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; email: auctions@schraderauction.com

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, May 27, 2025**. Send your deposit and return this form via fax or email to: **260-244-4431 or auctions@schraderauction.com**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

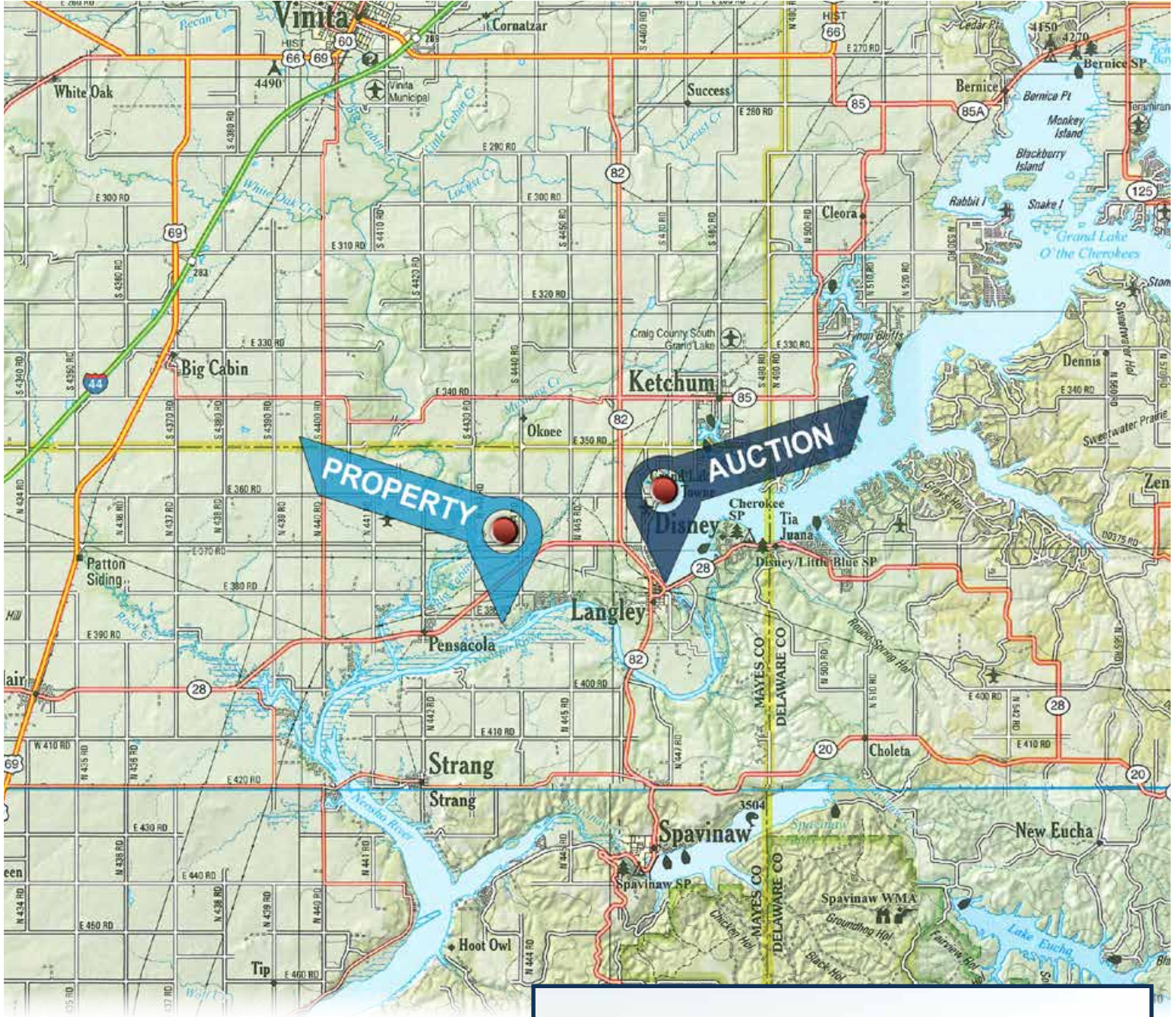
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

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**
- **AERIAL TRACT MAP**

LOCATION MAP



PROPERTY LOCATION:

3± Mile West of Langley, OK
on E 386 Rd.

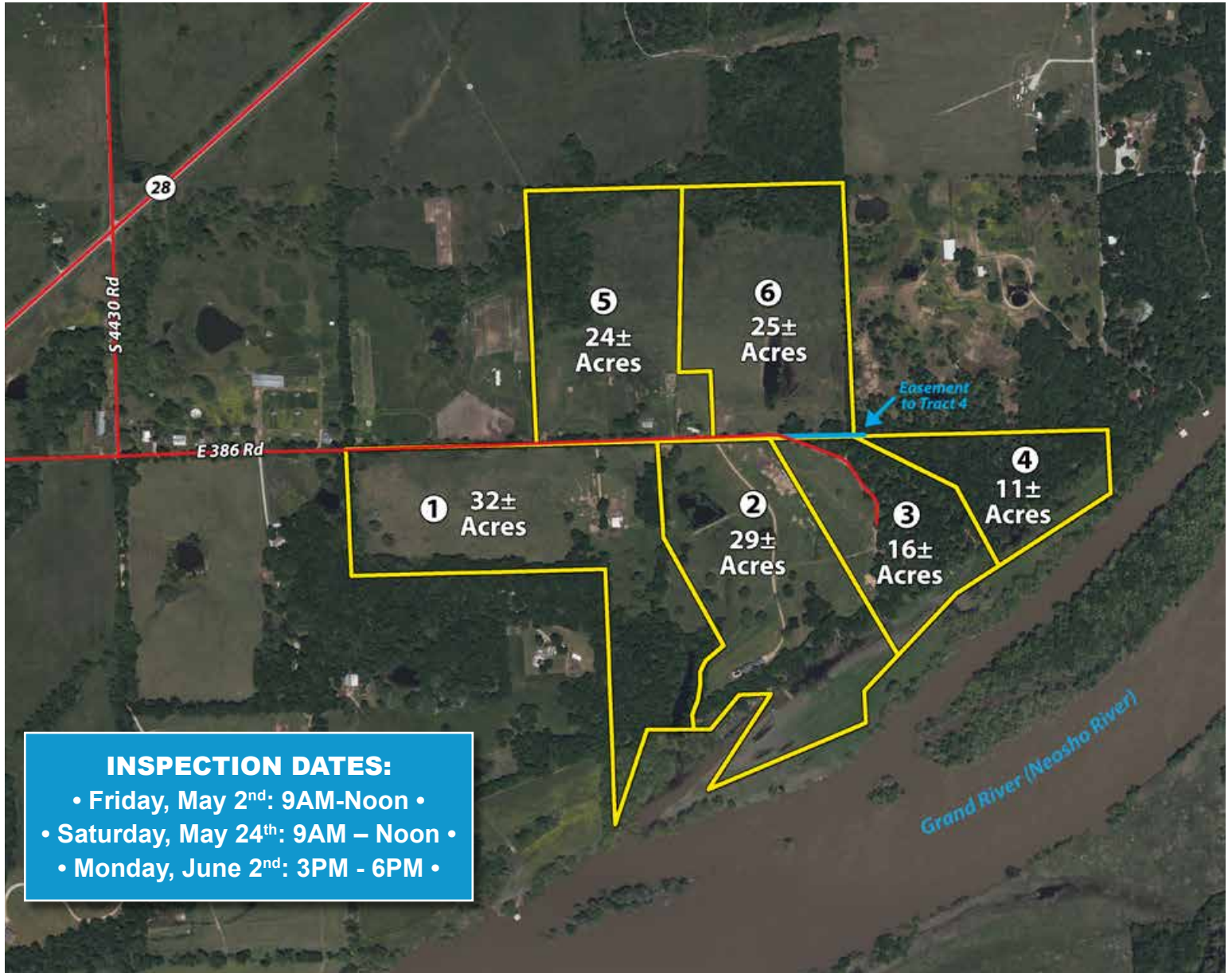
AUCTION LOCATION:

GRDA – Ecosystems and Education Center,
420 OK-28, Langley, OK 74350.



Tracts 2 & 3 - East View

AERIAL TRACT MAP



TRACT DESCRIPTIONS:

TRACT 1: 32± ACRES that includes a stunning pond along the river bottom and exceptional views. This tract also has an open face pole barn, water well & cattle working pens. The upper portion of the property features a 20± acre field with ideal topography for a variety of uses.

TRACT 2: 29± ACRES which features the primary home, a stunning pond, old growth Oak trees and an unmatched view of the river bottom below. The primary residence is 4,448 Sq. Ft, with 4 Bedrooms, 4 Bathrooms, stone fireplace, 2nd story balcony and an unmatched view of the Grand River below! With ample bed and bath space, the home could make an excellent potential vacation rental prospect.

TRACT 3: 16± ACRES set atop another stunning hill with views of the river. An older mobile home is currently on this parcel, providing established electric and septic already in place for a future build.

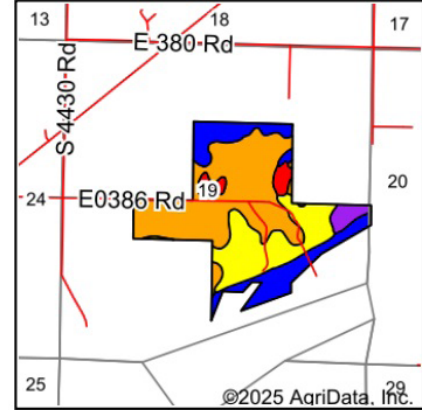
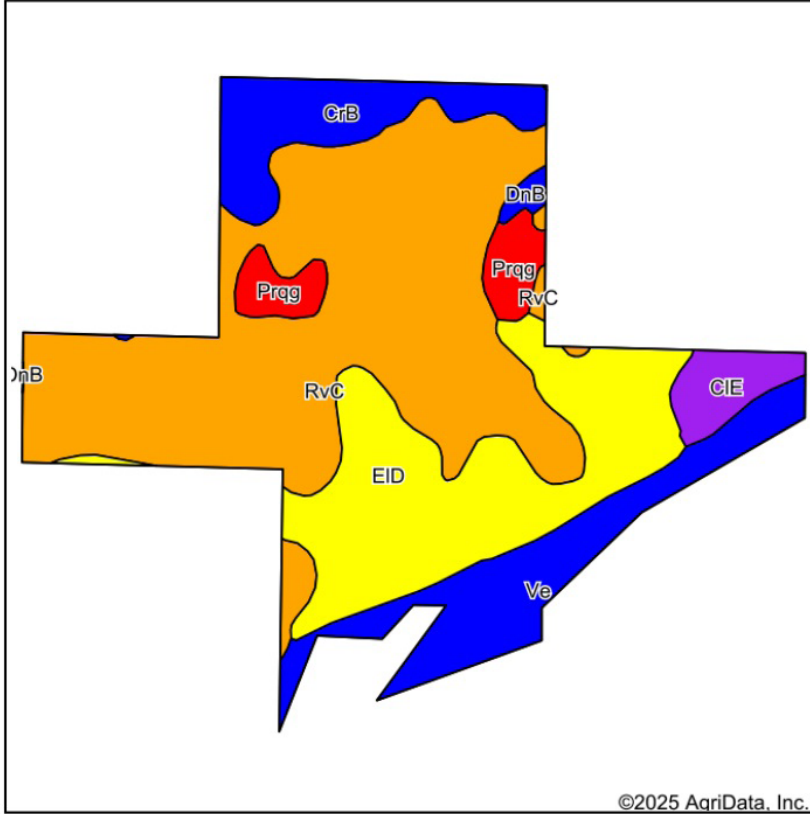
TRACT 4: 11± ACRES with limitless potential for a future homesite or recreational retreat.

TRACT 5: 24± ACRES located on the north side of the property that currently has an older mobile home and pole barn in place. Excellent potential building site off the river, with an attractive balance of open land and mature timber.

TRACT 6: 25± ACRES of primarily open pasture and mature timber in the back. Also includes a nice pond!

SOIL INFORMATION

SOIL MAP



State: **Oklahoma**
 County: **Mayes**
 Location: **19-23N-21E**
 Township: **East Mayes**
 Acres: **141.13**
 Date: **5/1/2025**

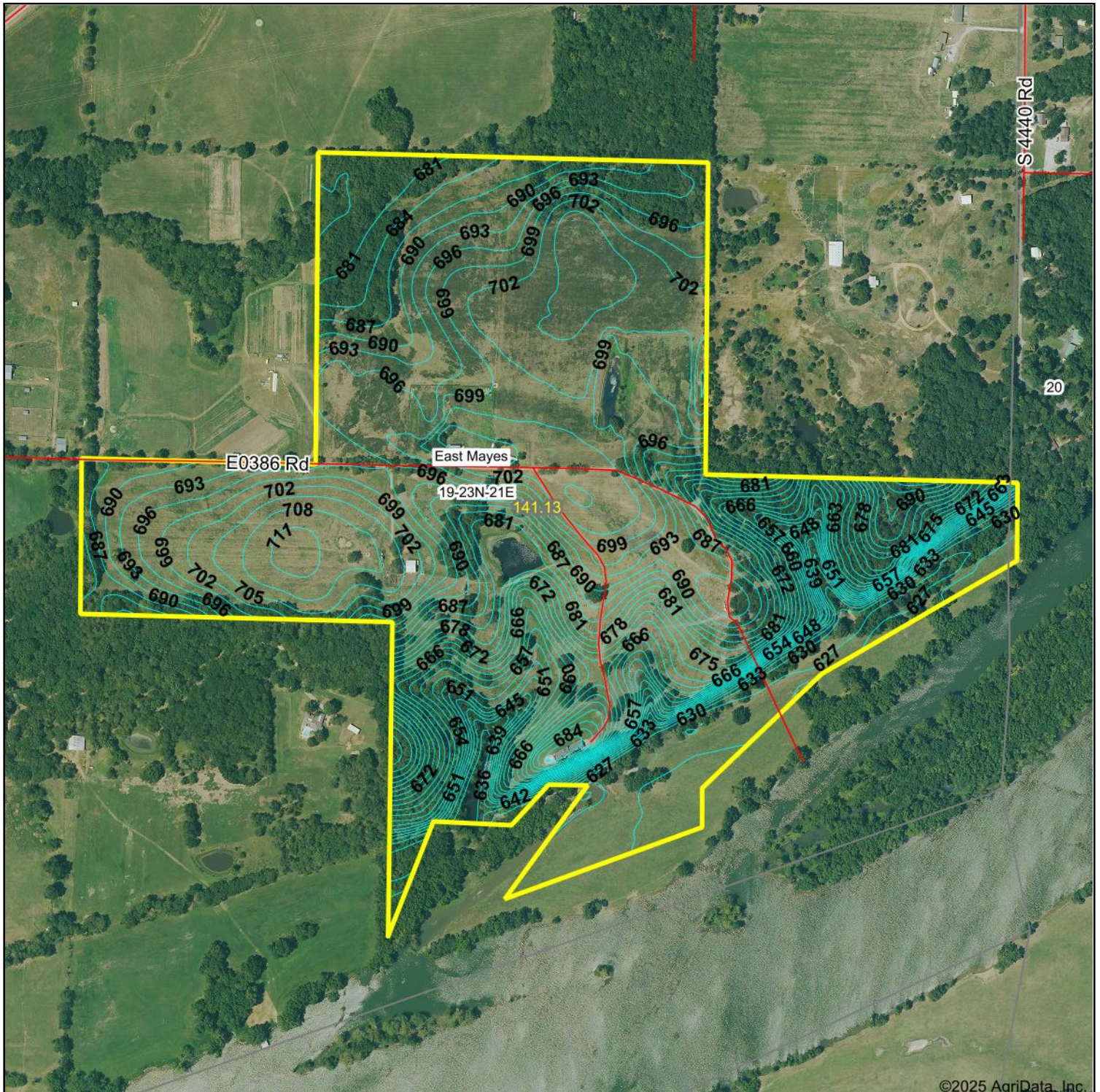


Soils data provided by USDA and NRCS.

Area Symbol: OK097, Soil Area Version: 18

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Caucasian bluestem Tons	Corn Bu	Grain sorghum Bu	Improved bermudagrass AUM	Orchardgrass red clover Tons	Soybeans Bu	Tall fescue AUM	Tall fescue Tons	Wheat Bu
RvC	Riverton gravelly loam, 1 to 5 percent slopes	68.17	48.4%		IIIe		5	39	6		19	5	5	25
EID	Eldorado gravelly silt loam, 1 to 8 percent slopes	33.51	23.7%		IVe									
Ve	Verdigris silty clay loam, 0 to 1 percent slopes, occasionally flooded	16.57	11.7%		IIw									
CrB	Craig silt loam, 1 to 3 percent slopes	11.86	8.4%		IIs									
Prqg	Pits, gravel and quarry	5.67	4.0%		VIII									
CIE	Clarksville very gravelly silt loam, 5 to 20 percent slopes, stony	4.51	3.2%		VIe		1		1	1		3	3	
DnB	Dennis silt loam, 1 to 3 percent slopes	0.84	0.6%		IIe									
Weighted Average					3.33	*-	2.4	18.8	2.9	*-	9.2	2.5	2.5	12.1

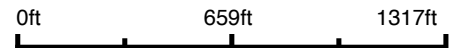
TOPO CONTOURS MAP



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Source: USGS 10 meter dem
 Interval(ft): 3.0
 Min: 620.2
 Max: 712.0
 Range: 91.8
 Average: 681.0
 Standard Deviation: 24.21 ft



5/1/2025

19-23N-21E
Mayes County
Oklahoma

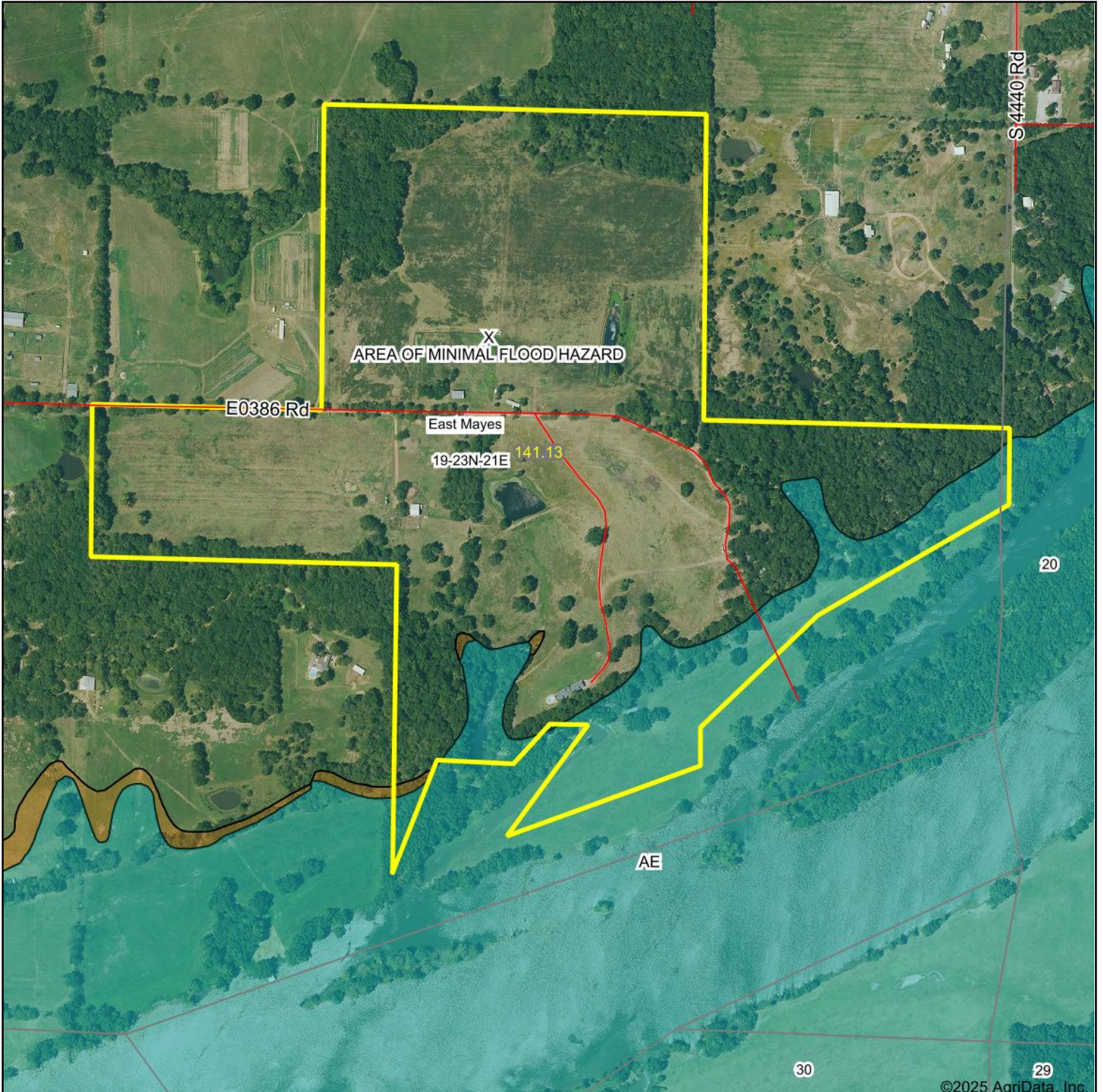
Boundary Center: 36° 27' 31.34, -95° 6' 7.92

Maps Provided By:



© AgriData, Inc. 2023 www.AgriDataInc.com

FLOOD MAP



©2025 AgriData, Inc.



Boundary Center: 36° 27' 31.34, -95° 6' 7.92

0ft 674ft 1347ft

19-23N-21E
Mayes County
Oklahoma



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5/1/2025

Flood related information provided by FEMA

TAX STATEMENTS

TAX STATEMENTS

Tax Roll Inquiry

Mayes County Treasurer



Bobbie Martin, Treasurer
1 Court Place, Suite 100 Pryor, OK 74361
Phone: 918-825-0160
Fax: 918-825-2913
E-Mail: mayescotreas@mayes.okcounties.org



Owner Name and Address

AMERICA'S HEARTLAND LLC A/K/A
AMERICA'S HEARTLAND 10 LLC
1300 HUTTON DE SUITE 110
CARROLLTON TX 75006-0000

Taxroll Information

Tax Year : 2024
Property ID : 0000-19-23N-21E-1-002-00
Location : 19232112
School District : R6 RURAL LANGLEY/KETCHUM
Type of Tax : Real Estate Mills : 82.66
Tax ID : 11537

Legal Description and Other Information:

19-23-21 NWSE,SWNE,E2E2SE,LOT3,LOT 8 LESS GRDA,N2NESW 136.80 Acres

Assessed Valuations	Amount	Tax Values	Amount
Land	3201	Base Tax	2,549.00
Improvements	26715	Penalty	0.00
Mobile Home Value	921	Fees	0.00
Net Assessed	30837	Payments	2,549.00
		Total Paid	2,549.00
		Total Due	0.00

Date	Receipt	Paid With	Payment For	Amount	Paid By
01/06/2025	22855	Check	Taxes	2,549.00	AMERICA'S HEARTLAND LLC->Check# 6883

PROPERTY RECORD CARDS

PROPERTY RECORD CARDS

Parcel: 0000-19-23N-21E-1-002-00

Mayes County Report

ID: 490011537

As of: 4/29/2025

Property Owner

Name: AMERICA'S HEARTLAND LLC A/K/A
AMERICA'S HEARTLAND 10 LLC

Mailing Address: 1300 HUTTON DE SUITE 110
CARROLLTON, TX 75006-

Type: (AI) Agri Improved

Tax Dist: (9) Langley Rural

Size (Acres): 136.800

Extended Legal: 19-23-21 NWSE,SWNE,E2E2SE,LOT3,LOT 8 LESS GRDA,N2NESW

Property Information

Physical Address: 0 19232112

Subdivision:

Block / Lot: N/A / N/A

S-T-R: 19-23N-21E

Market and Assessed Values:

Taxes:

	Fair Cash	Taxable Fair Cash	Full Assessed (12.00% Market Value)	Estimated Taxes:	
					\$6,739
Land:	\$174,495	\$174,495	\$19,543	Homestead Credit:	\$0
Building:	553,529	553,529	61,995		
Total:	\$728,024	\$728,024	\$81,538		

Note: Tax amounts are estimates only. Contact the county tax collector for exact amounts.

Land:

Land Use	Size	Units
TM(34A)	27.5068	Acres
IP(34A)	44.088	Acres
IP(14A)	0.6409	Acres
TM(12A)	3.5247	Acres
IP(12A)	12.4782	Acres
IP(18A)	8.7827	Acres
TM(18A)	14.6493	Acres
NP(18A)	2.1259	Acres
TM(09A)	2.9037	Acres
NP(09A)	0.4363	Acres
TM(40A)	0.89	Acres
NP(40A)	13.4537	Acres

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantor	Code	Type
5/30/2024	1540	620	Warr. Deed	1672.50	\$1,115,000	HIDY FAMILY TRUST	Q	
12/11/2020	1427	307	Warr. Deed	0.00	\$0	PIONEER PROPERTIES, LLC	05	

Details for Residential Card 1:

Not a Legal Document.
Subject to terms and conditions.
www.actdatascout.com

PROPERTY RECORD CARDS

Parcel: 0000-19-23N-21E-1-002-00

Mayes County Report

ID: 490011537

As of: 4/29/2025

Occupancy	Story	Construction	Total Liv	Grade	Year Built	Age	Condition	Beds
Single Family	TWO	Frame, Plywood or Hardboard	3,524	6	1978	47	Average	4

Exterior Wall: Frame, Plywood

Roof Cover: Wood Shake Shingle

Heat / Cool: Central

Year Remodeled:

Base Structure:

Item	Label	Description	Area
1	1 1st Msn Cls A	1 1st Msn Cls A	1
2	1 1st Frm Cls A	1 1st Frm Cls A	1
3	Raised Slab Porch with Roof	Raised Slab Porch with Roof	400
4	Raised Slab Porch with Roof	Raised Slab Porch with Roof	280
5	Raised Slab Porch	Raised Slab Porch	15
6	Raised Slab Porch	Raised Slab Porch	24
7	Open Slab Porch	Open Slab Porch	1090
8	Raised Slab Porch	Raised Slab Porch	264

Outbuildings and Yard Improvements:

Item	Size/Dim	Quality	Age
BARN/ATT SHED	2600	A	
1 1st Msn Cls A	1		
BARN/ATT SHED	1100	A	
1 1st Frm Cls A	1		
POOL/DECK	0		
Raised Slab Porch with Roof	400		
Raised Slab Porch with Roof	280		
Raised Slab Porch	15		
Raised Slab Porch	24		
Open Slab Porch	1090		
Raised Slab Porch	264		

Details for Residential Card 2:

Occupancy	Story	Construction	Total Liv	Grade	Year Built	Age	Condition	Beds
Mobile Home	ONE	Aluminum Lap	924	2	1987	38	Average	3

Not a Legal Document.
Subject to terms and conditions.
www.actdatascout.com

PROPERTY RECORD CARDS

Parcel: 0000-19-23N-21E-1-002-00

Mayes County Report

ID: 490011537

As of: 4/29/2025

Exterior Wall: Aluminum Lap
Heat / Cool: Central

Roof Cover: Galvanized Metal
Year Remodeled:

Base Structure:

Item	Label	Description	Area
1	Enclosed Porch, Solid Walls	Enclosed Porch, Solid Walls	280
2	Raised Slab Porch with Roof	Raised Slab Porch with Roof	200

Outbuildings and Yard Improvements:

Item	Size/Dim	Quality	Age
METAL SHOP	540		
Enclosed Porch, Solid Walls	280		
Raised Slab Porch with Roof	200		

PROPERTY RECORD CARDS

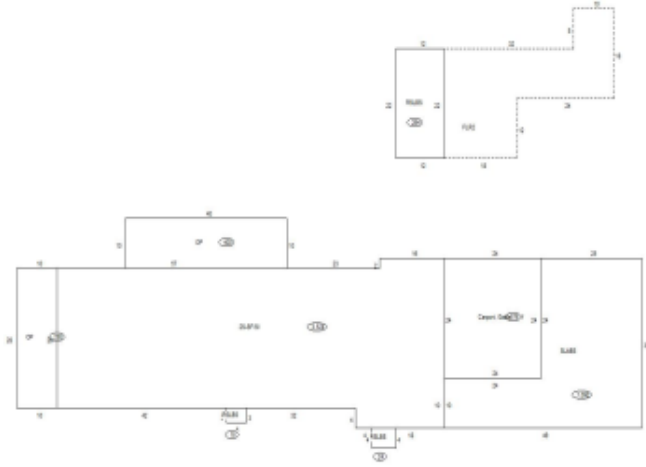
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Mayes County Report

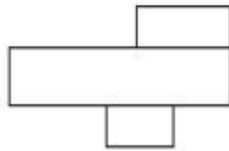
ID: 490011537

As of: 4/29/2025

Sketches



SHOP
540



PROPERTY RECORD CARDS

Parcel: 0000-19-23N-21E-1-002-00

Mayes County Report

ID: 490011537

As of: 4/29/2025

Map:



Copyright Text: Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

**PRELIMINARY
TITLE**

PRELIMINARY TITLE



ALTA 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(n) Nebraska corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance 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.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

This page is only a part of a 2021 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.



PRELIMINARY TITLE

- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. 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 IS 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 closing, settlement, escrow, or any other purpose.
- 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. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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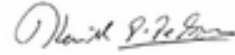


PRELIMINARY TITLE

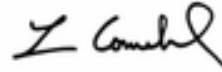
American Land Title Association

Commitment for Title Insurance
2021 v. 01.00 (07-01-2021)

FIRST AMERICAN TITLE INSURANCE COMPANY
1 First American Way, Santa Ana, CA 92707



By: _____
Kenneth D. DeGiorgio, President



By: _____
Lisa W. Cornehl, Secretary

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PRELIMINARY TITLE

American Land Title Association

Commitment for Title Insurance
2021 v. 01.00 (07-01-2021)

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Rogers County Abstract Co.
Issuing Office: 221 South Florence Avenue, Ste 130
Claremore, OK 74017
Issuing Office's ALTA® Registry ID: 1151430
Loan ID Number:
Commitment Number: 2025-04-3618
Issuing Office File Number: 2025-04-3618
Property Address: not provided, Langley, OK 74350
Revision Number: 0

SCHEDULE A

1. Commitment Date: May 5, 2025 at 7:30 AM
2. Policy to be issued:
 - (a) 2021 ALTA Owner's Policy
Proposed Insured: **A Person Or Entity Capable of Holding Title In Oklahoma**
Proposed Amount of Insurance: **\$an amount not to exceed the contract price**
The estate or interest to be insured: **fee simple**
 - (b) 2021 ALTA Loan Policy
Proposed Insured: **A Person Or Entity**
Proposed Amount of Insurance: **\$an amount not to exceed the mortgage amount**
The estate or interest to be insured: **fee simple**
3. The estate or interest in the Land at the Commitment Date is:
fee simple
4. The Title is, at the Commitment Date, vested in:
America's Heartland, LLC a/k/a America's Heartland 10, LLC by deed from Grantor dated 05/30/2024 and recorded with Mayes County Clerk on 06/12/2024 in Book 1540, Page 620.
5. The land is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

ROGERS COUNTY ABSTRACT CO.
221 South Florence Avenue, Ste 130, Claremore,
OK 74017
Telephone: (918) 341-9105

FIRST AMERICAN TITLE INSURANCE COMPANY
1 First American Way, Santa Ana, CA 92707

Countersigned by:

Dorothy Crabtree

Dorothy Crabtree, License #101498
Rogers County Abstract Co., License #100103657

Kenneth D. DeGiorgio

By: _____
Kenneth D. DeGiorgio, President

Lisa W. Cornehl

By: _____
Lisa W. Cornehl, Secretary

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PRELIMINARY TITLE

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. Payment of all taxes, charges, assessments, levied and assessed against subject land, which are due and payable.
6. The proposed policy amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at all time. An Owner's Policy should reflect the purchase price or full value of the land. A Loan Policy should reflect the loan amount or value of the land as collateral. Proposed policy amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
7. In the event the proposed insured requires deletion of the general survey exceptions set forth in Schedule B - Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the 2016 Minimum Standard Detail Requirements and Classifications for ALTA/NSPS Land Title Surveys (the Survey Standards), including Items 1, 2, 4, 7, 8, 9, 10, 11 and 16 as set forth in Table A of the Survey Standards.
Note: Certain conditions or requirements of other parties to the transaction may require other Items in Table A of the Survey Standards be included in the survey.
8. Return properly executed Seller/Owner and/or Buyer/Borrower Affidavit to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements to the land have been or will be paid.
9. Deed from America's Heartland, LLC a/k/a America's Heartland 10, LLC, executed by its Manager(s), vesting fee simple title in A Person Or Entity Capable Of Holding Title In Oklahoma.

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

10. In accordance with Title 60, Oklahoma Statutes, § 121, et seq., each grantee must execute the appropriate state-promulgated affidavit and all grantee affidavits must be attached to every deed submitted for filing.
11. Mortgage from A Person or Entity, joined by spouse, if any, securing your loan.

NOTE: The State of Oklahoma requires the payment of mortgage tax as a condition precedent to the recordation of any mortgage.

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PRELIMINARY TITLE

12. Final policy cannot be issued, unless abstract certificate date, which is May 5, 2025 at 7:30 a.m., is no more than 180 days from the recording date of the instruments to be insured. Therefore, instruments must be recorded on or before close of business 180 DAYS, OR abstract must be extended to date, resulting in additional charges, before the final policy can be issued.
13. With respect to America's Heartland, LLC a/k/a America's Heartland 10, LLC, a limited liability company, furnish;
- (a) A copy of its operating agreement and any amendments thereto;
 - (b) A copy of its articles of organization and any certificate of amendment;
 - (c) Certificate of Good Standing with the Secretary of the State of OKLAHOMA.
 - (d) Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

14. Record properly executed Release of Mortgage from AgCredit, FLCA:

Mortgagor: record owners
Mortgagee: AgCredit, FLCA
Amount: [REDACTED]
Dated: May 29, 2024
Filed: June 12, 2024
Recorded: Book 1540 at Page 623

15. NOTE: Any documents not prepared by Rogers County Abstract Company Closing Office should be provided to them no later than 24 hours prior to the closing/consummation.
16. 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."

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PRELIMINARY TITLE

SCHEDULE B, PART II – Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Any encroachment, 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.
4. Encroachments, overlaps, conflicts in boundary lines, shortages in area, or other matter which would be disclosed by an accurate survey and inspection of the premises.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. **Any ownership, rights, interests, or claims to (a) minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand, or gravel located in, on, or under the Land or produced from the Land; or (b) pore space in or under the Land; and (c) any rights, privileges, immunities, rights of way, and easements associated with, appurtenant to, or an attribute of the ownership, rights, or claims excepted in (a) or (b); and as to each of (a), (b) or (c), whether or not any of these interests or rights appear in the Public Records.**
7. The Exceptions 1, 2, 3 above may be eliminated in the Policy upon meeting the requirements of the Company.
8. Ad valorem taxes for 2025, amount of which is not ascertainable, due or payable.
9. 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.
10. Water rights, claims or title to water, whether or not shown by the Public Records.
11. Any use for the purpose of cultivation, sale, possession or distribution of marijuana or marijuana related products.
12. Statutory right-of-way along all section lines.
13. Right of Way Easement in favor of Rural Water District No. 6, Mayes County, dated February 3, 1975 and recorded in Book 485 at Page 258.

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PRELIMINARY TITLE

14. Future assessments and/or dues of the water department and/or sewer department, if any.

15. Any adverse matters created by violation of Title 60, Oklahoma Statutes, § 121, et. Seq., or based on Article XXII, Section I of the Oklahoma Constitution, or any other similar statutory or constitutional provisions, which restrict alien ownership of real property in Oklahoma.

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PRELIMINARY TITLE

EXHIBIT "A"

The Land referred to herein below is situated in the County of Mayes, State of Oklahoma and is described as follows:

The Southwest Quarter of the Northeast Quarter (SW/4 NE/4) and the East Half of the East Half of the Southeast Quarter of the Northwest Quarter (E/2 E/2 SE/4 NW/4) and the North Half of the Northeast Quarter of the Southwest Quarter (N/2 NE/4 SW/4) and that part of the Southeast Quarter (SE/4) lying North of the following described line: Beginning at a point in the East boundary of said SE/4 330 feet South of the Northeast corner thereof; Thence in a Southwesterly direction to a point 495 feet East and 495 feet North of the Southwest corner of U.S. Government Lot Three (3) in said SE/4; Thence in a Southwesterly direction to said Southwest corner; Thence South and parallel to the West boundary of said SE/4 a distance of 165 feet; Thence in a Southwesterly direction to a point 825 feet West and 495 feet South of said Southwest corner; Thence in a Northeasterly direction to a point in the North boundary of U.S. Government Lot Eight (8) in said SE/4 495 feet West of said Southwest corner; Thence Westerly along said North boundary to a point 660 feet East of the Northwest corner of said Lot 8; Thence Southwesterly to a point 495 feet East and 165 feet South of said Northwest corner; Thence West parallel to the North boundary of said Lot 8 a distance of 330 feet; Thence in a Southwesterly direction to a point in the West boundary of said Lot 8 660 feet South of said Northwest corner thereof, all in Section Nineteen (19), Township Twenty-three (23) North, and Range Twenty-one (21) East of the Indian Base and Meridian, Mayes County, State of Oklahoma.

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PHOTOS

PHOTOS



TRACTS 1-2 NW VIEW



TRACT 1 - BARN & WINDMILL

PHOTOS



TRACT 1 - NW VIEW



TRACT 1 - SW VIEW

PHOTOS



TRACT 2 - HOUSE & POND



TRACT 2 - HOUSE

PHOTOS



TRACT 2 - HOUSE



TRACT 2 - HOUSE

PHOTOS



TRACT 2 - NORTH VIEW



TRACT 2 - POND & HOUSE

PHOTOS



TRACTS 2 & 3 - EAST VIEW



TRACT 4 - RIVER VIEW

PHOTOS



TRACTS 5 & 6 - CROSSFENCE



TRACTS 5 & 6 - NW VIEW

PHOTOS



PHOTOS



SW CORNER RIVER VIEW

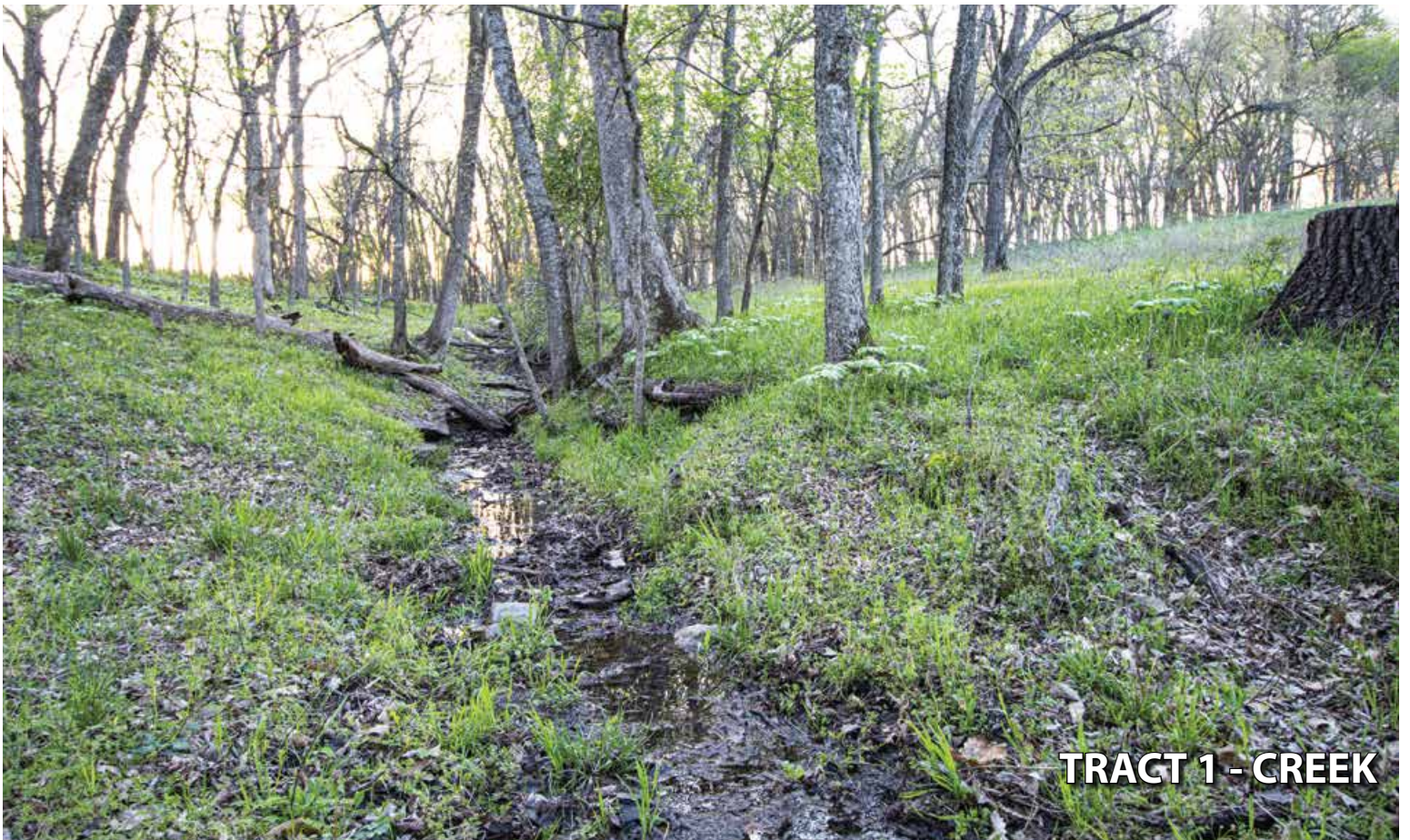


WHOLE PROPERTY - NW VIEW

PHOTOS



TRACT 1 - CATCH PENS

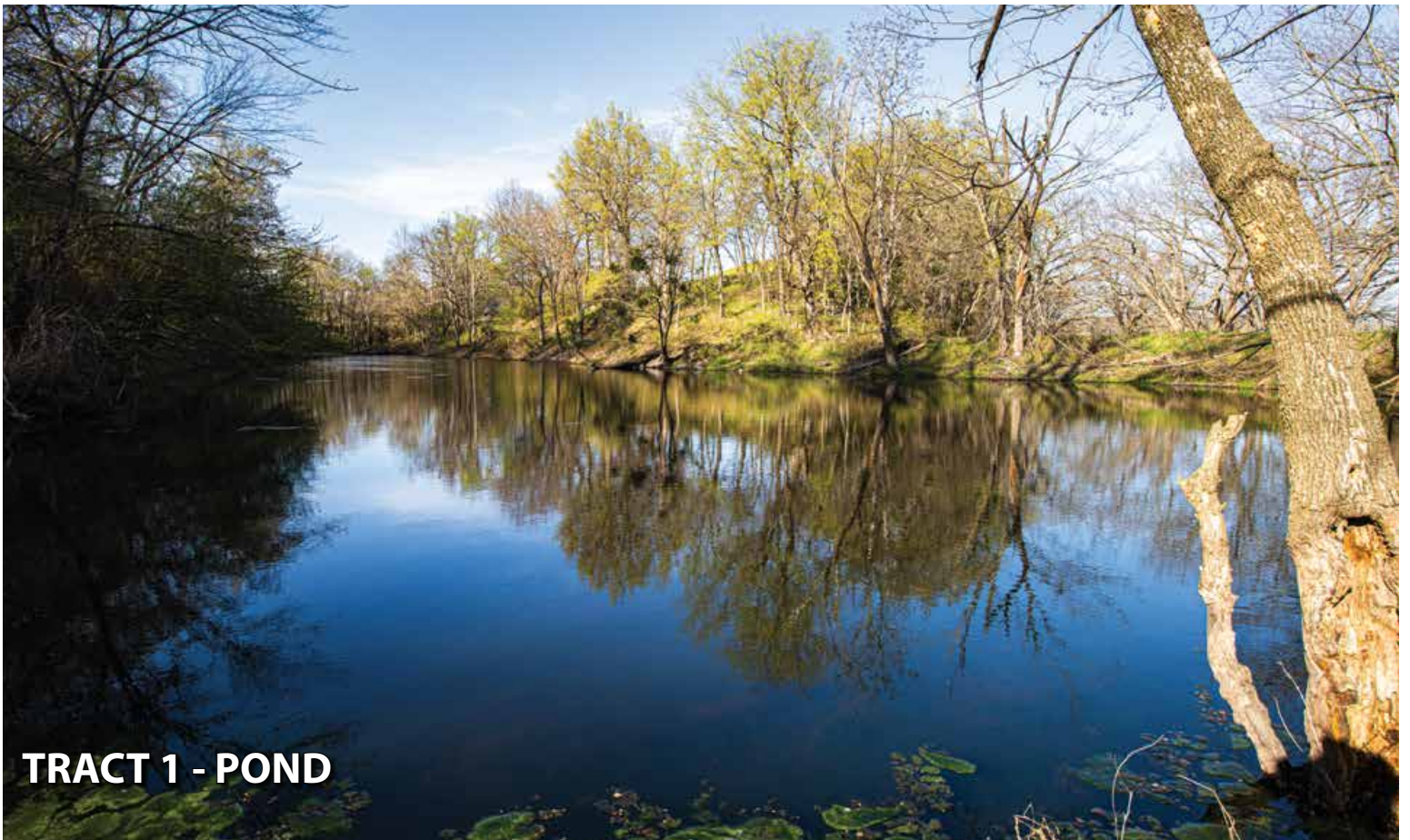


TRACT 1 - CREEK

PHOTOS

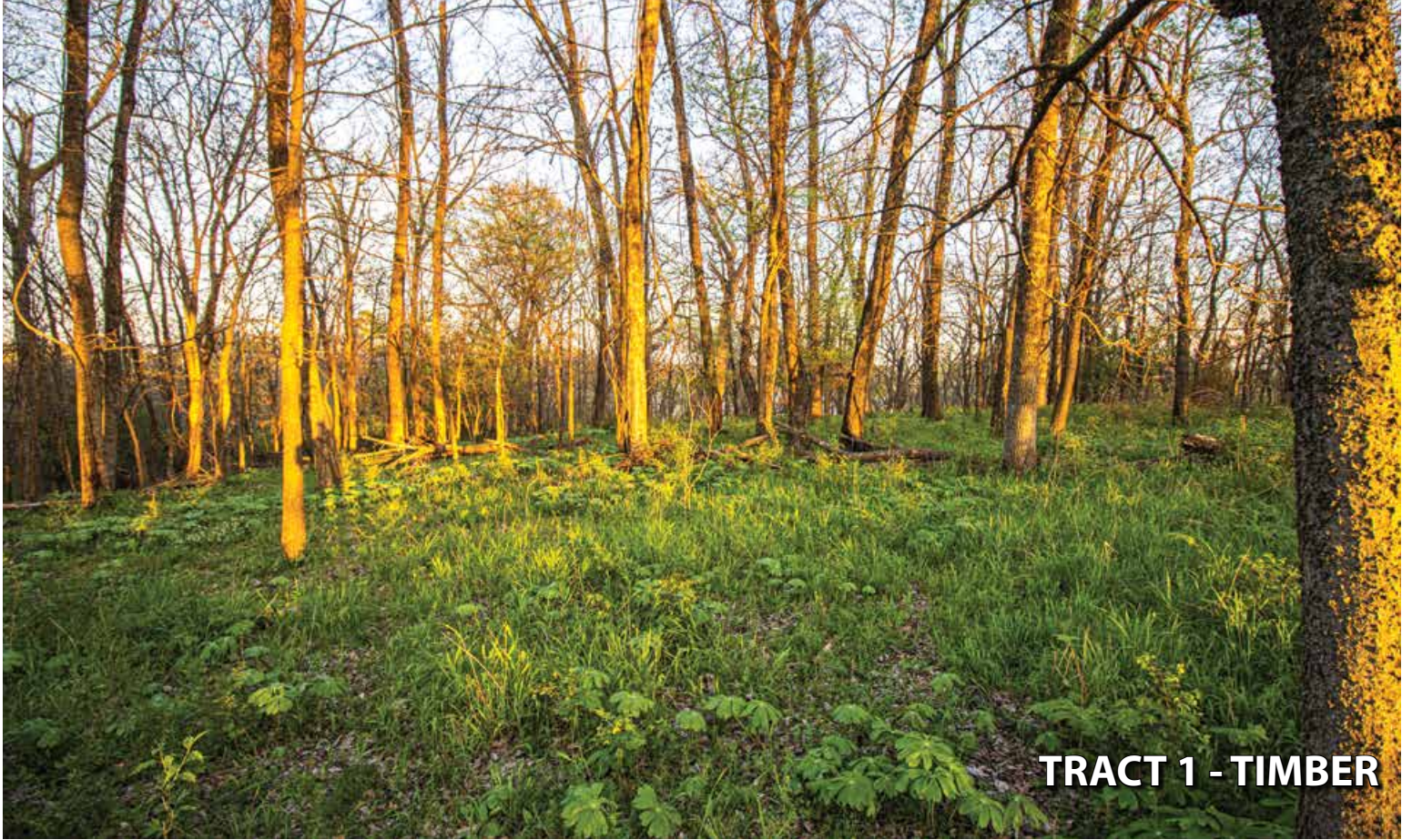


TRACT 1 - POLE BARN



TRACT 1 - POND

PHOTOS

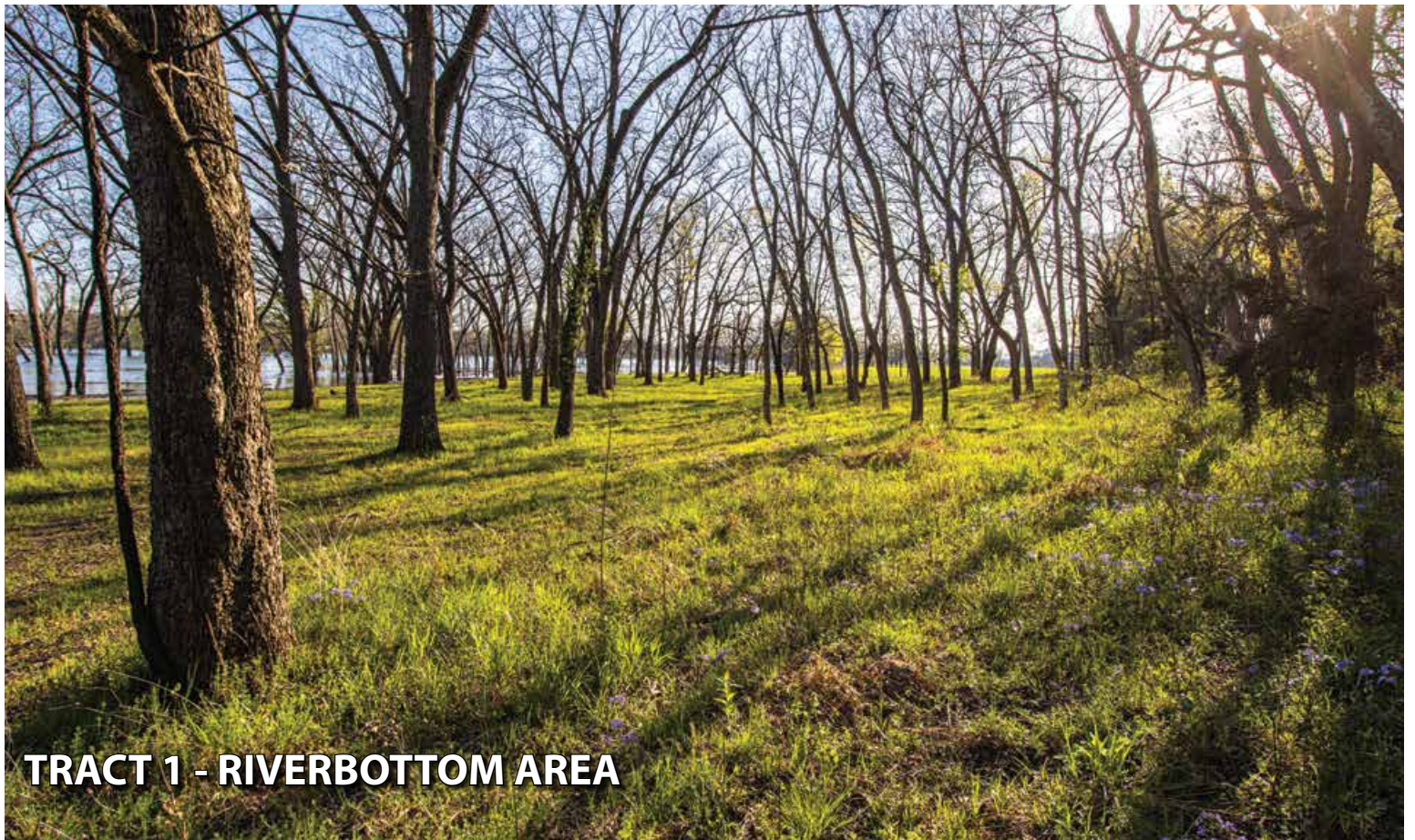
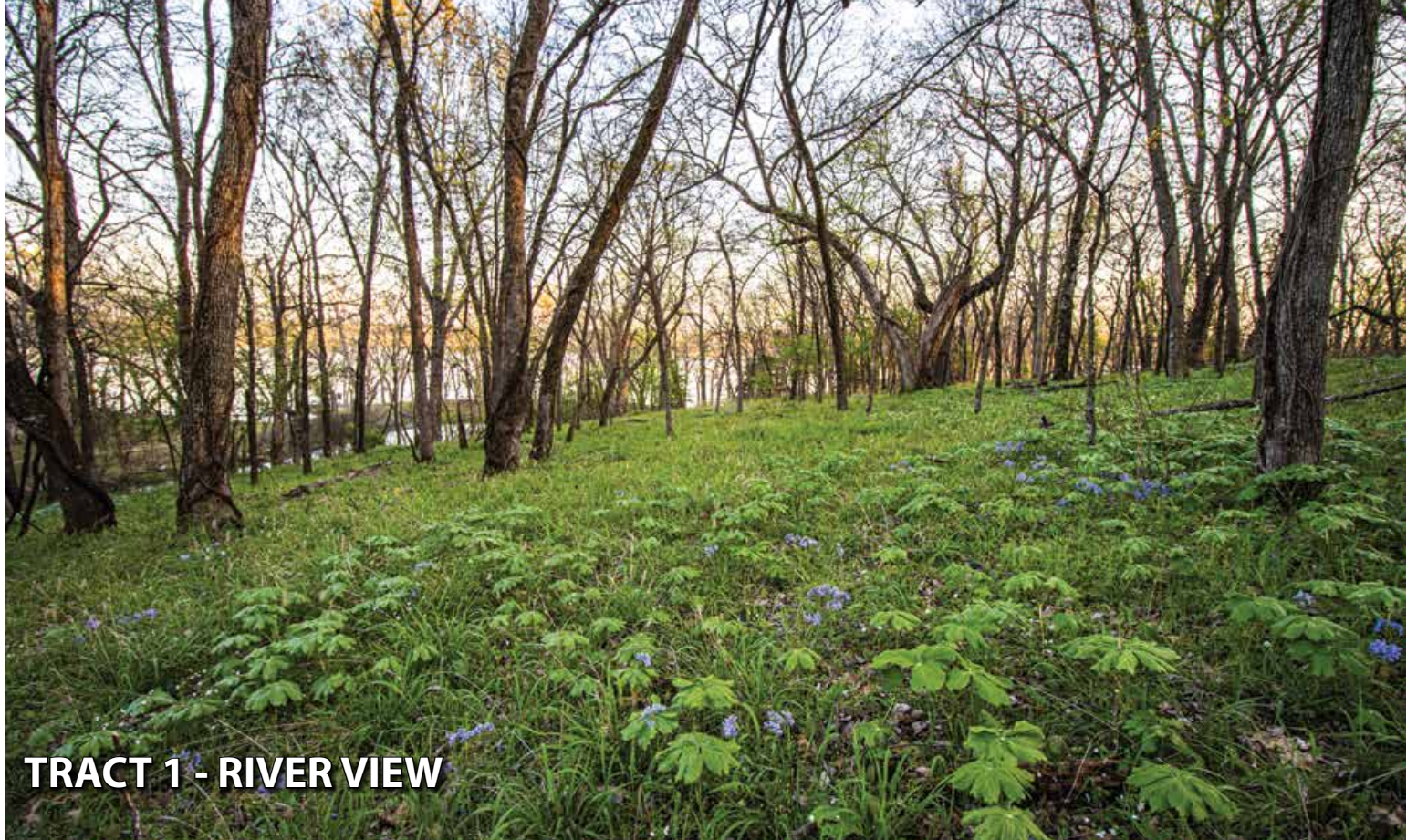


TRACT 1 - TIMBER



TRACT 1 - WINDMILL

PHOTOS



PHOTOS



TRACT 1 - WORKING PENS



TRACT 2 - CAVE

PHOTOS



TRACT 2 - ENTRANCE



TRACT 2 - PASTURE

PHOTOS



TRACT 2 - POND



TRACT 3 - CREEK BED

PHOTOS



TRACT 3

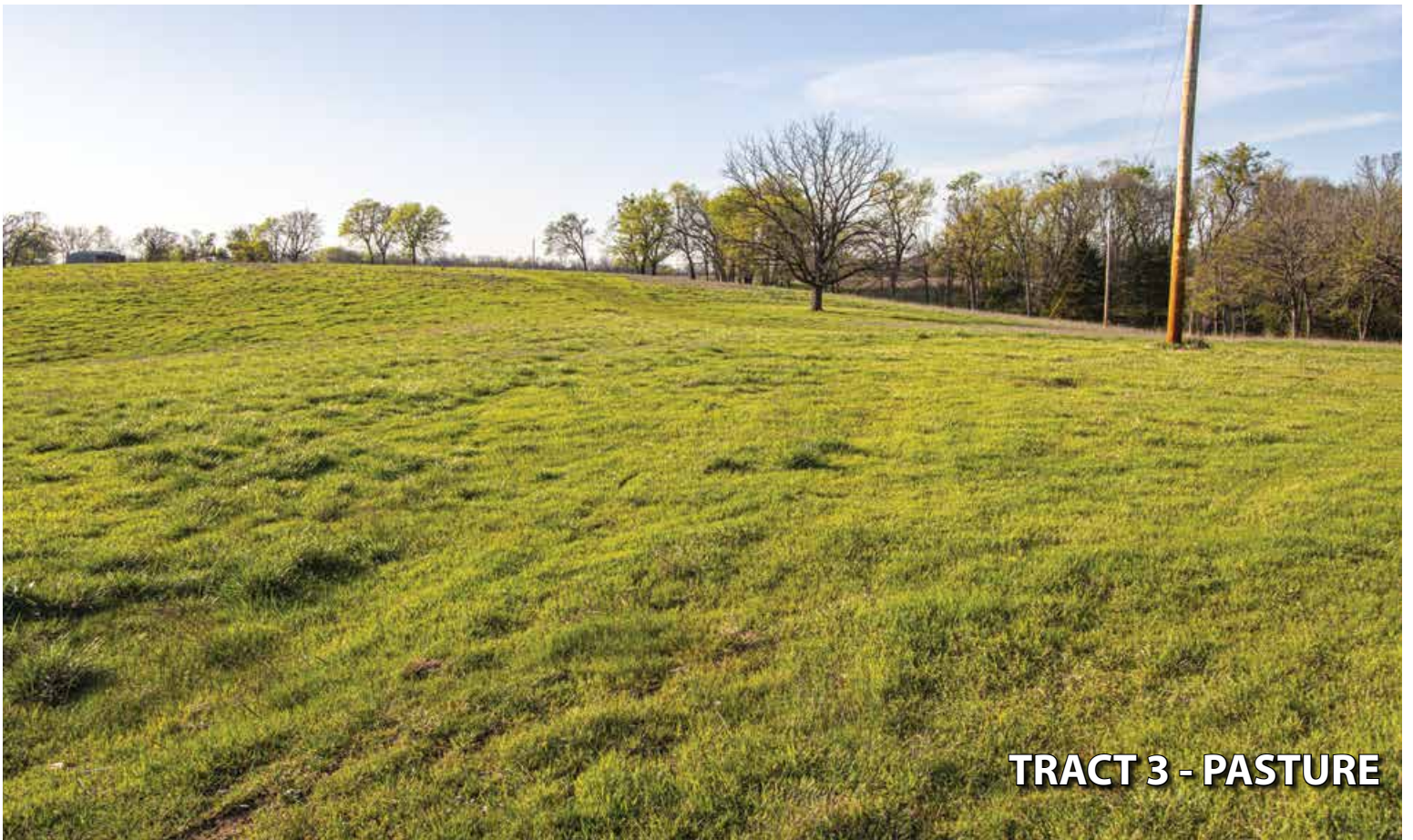


TRACT 3 - MOBILE HOME

PHOTOS

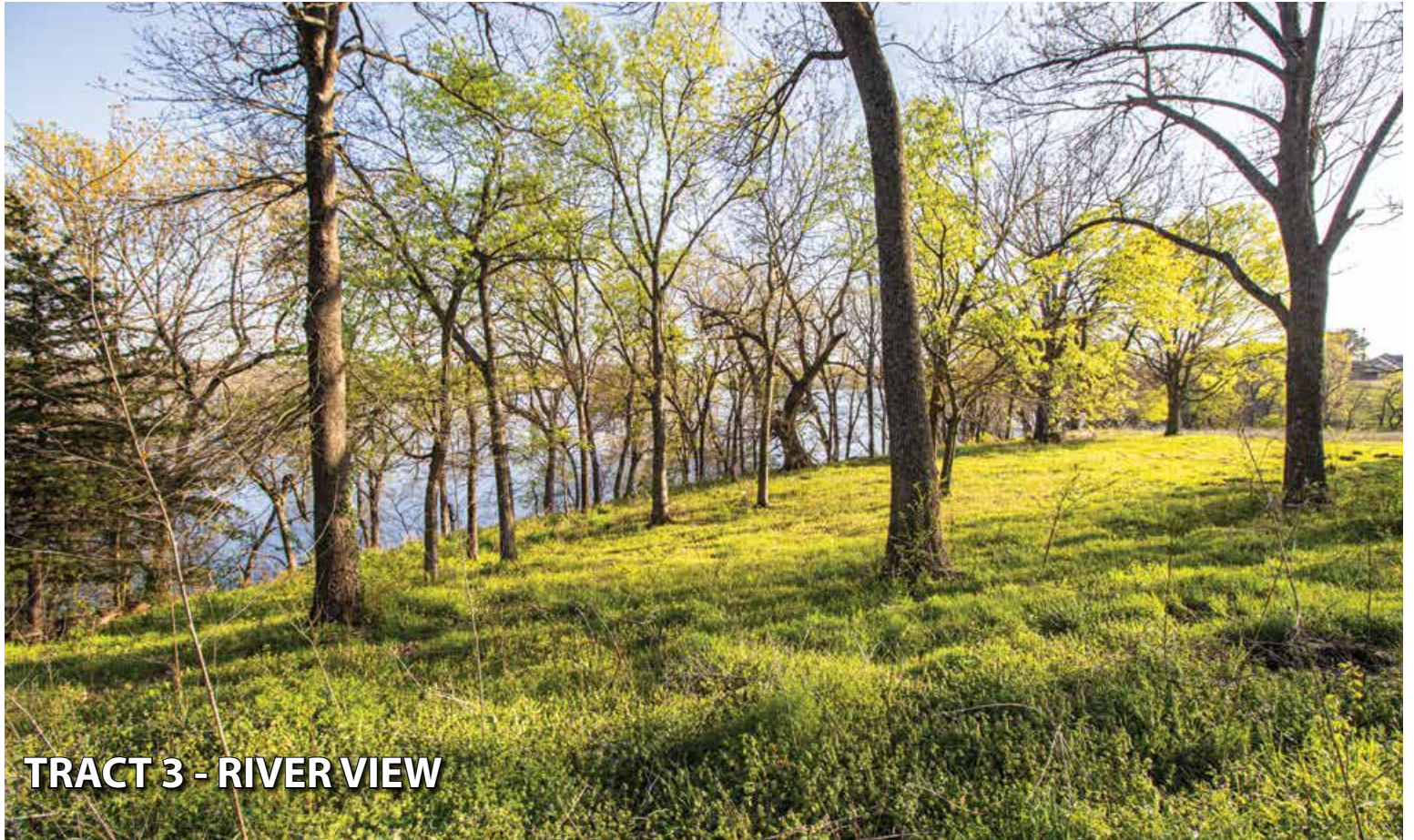


TRACT 3 - GARAGE

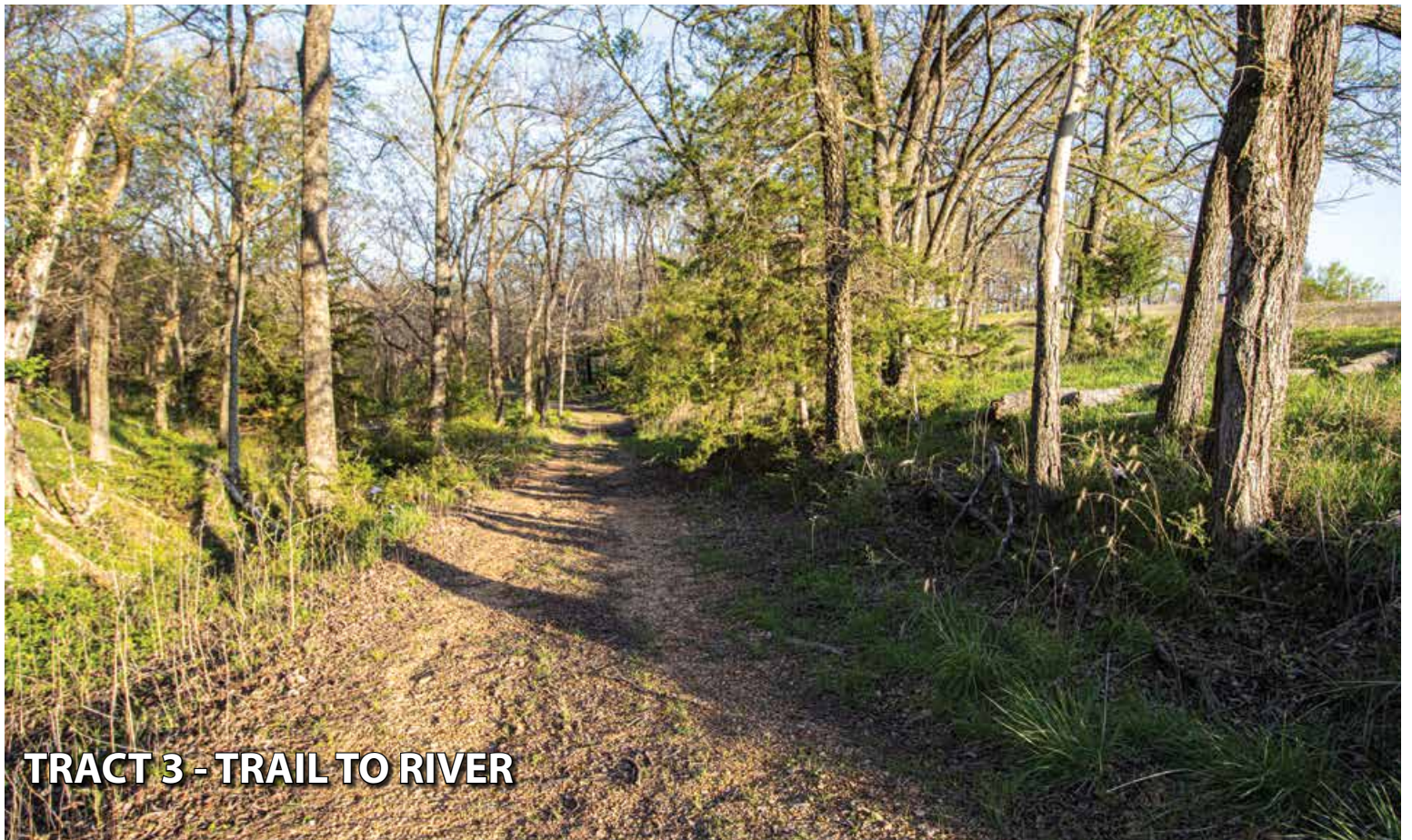


TRACT 3 - PASTURE

PHOTOS

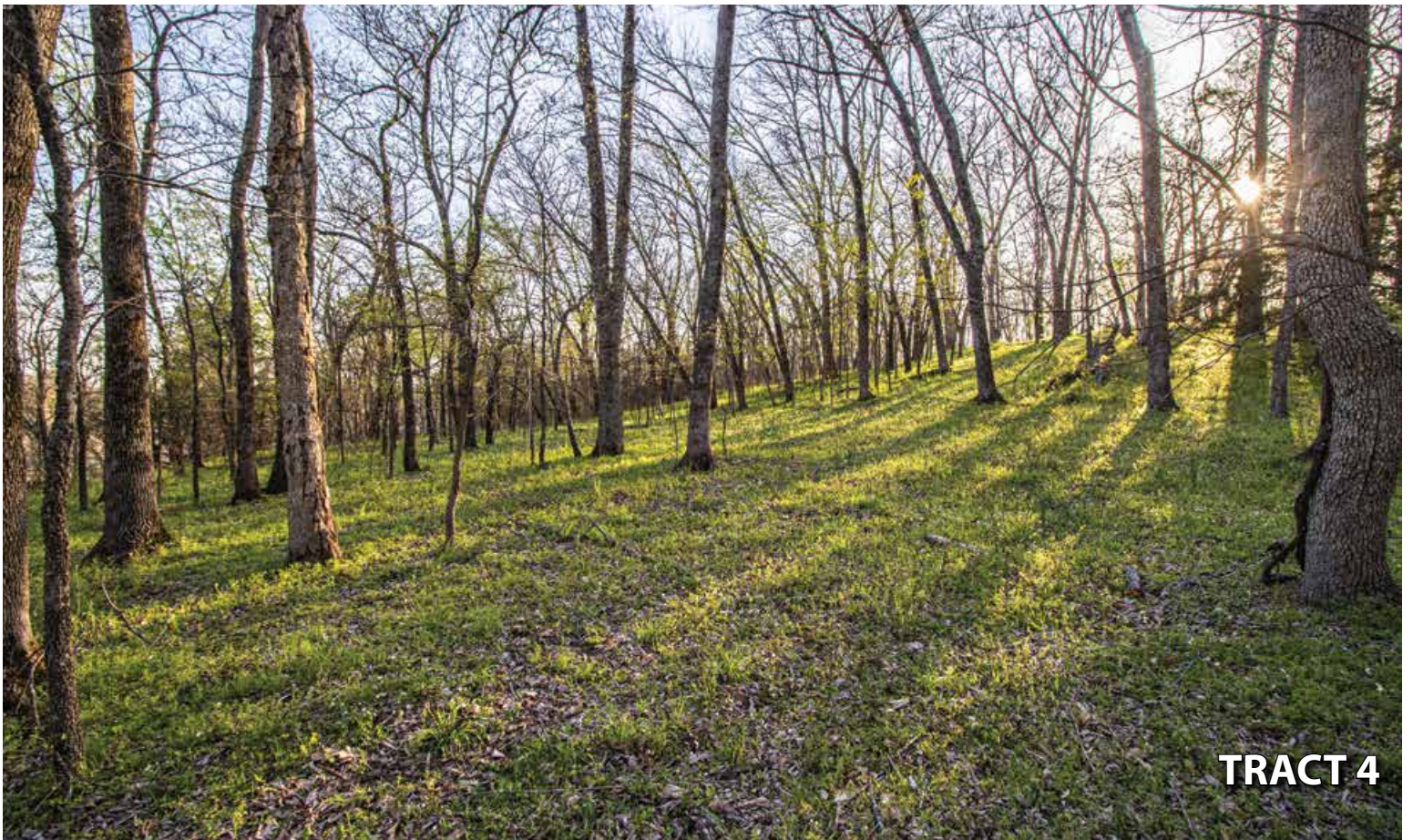


TRACT 3 - RIVER VIEW



TRACT 3 - TRAIL TO RIVER

PHOTOS



PHOTOS

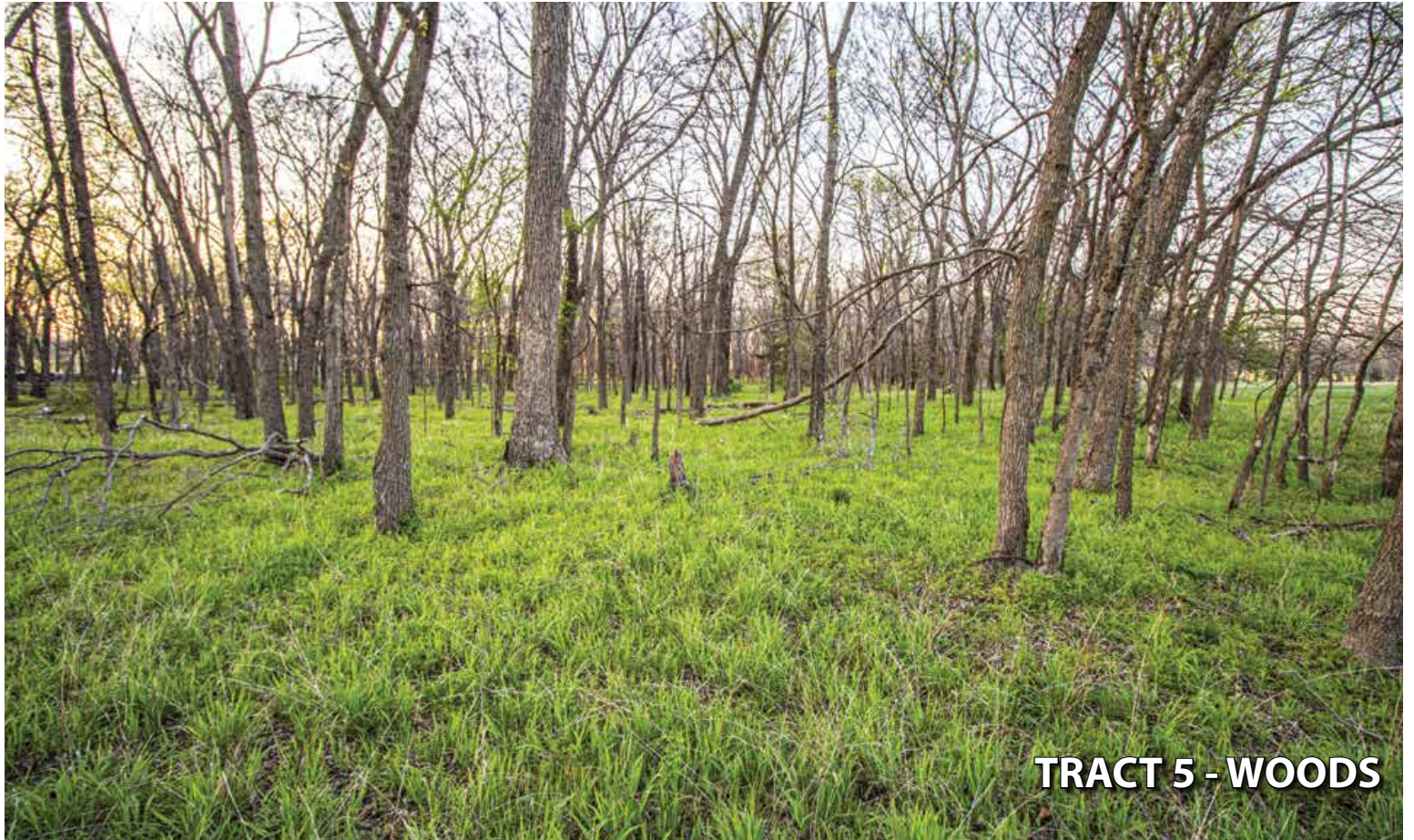


TRACT 5 - BARN



TRACT 5 - MOBILE HOME

PHOTOS



TRACT 5 - WOODS



TRACT 5

PHOTOS

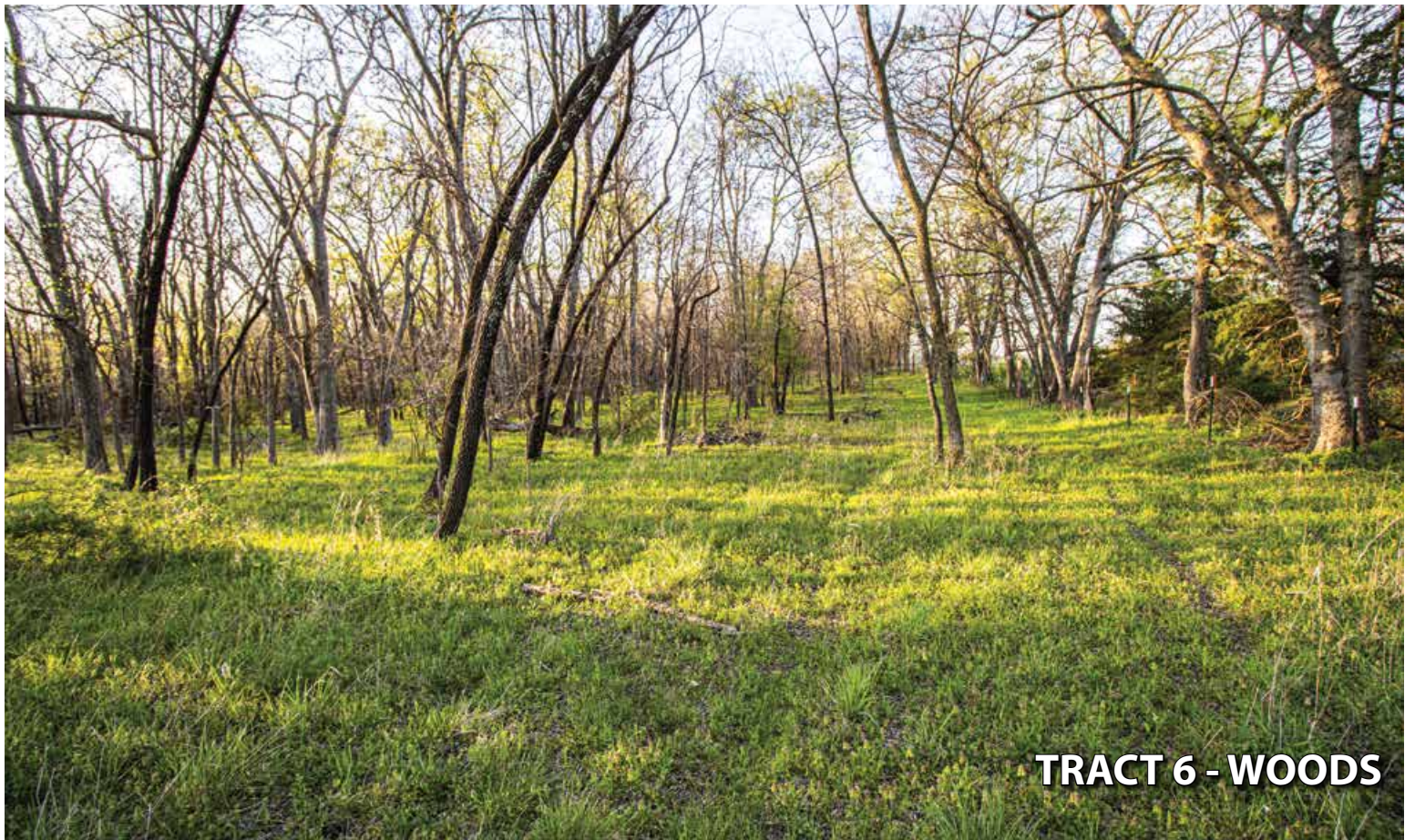


TRACT 6 - PASTURE



TRACT 6 - POND

PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



TRACT 2 - HOUSE - EXTERIOR



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