

*Cover page for:*

**Preliminary Title Insurance Schedules**  
**(with copies of recorded exception documents)**

*Preliminary title insurance schedules prepared by:*

**American Abstract Company of McClain County, Inc.**

**(File Number: 20251451)**

---

**Auction Tracts 1 - 5**  
**(McClain County, Oklahoma)**

---

*For December 4, 2025 auction to be conducted by:*

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

*On behalf of:*

**Burnett Family Trust**



## COMMITMENT FOR TITLE INSURANCE

Issued By  
**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

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

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.: 20251451-1  
Issuing Office File No.: 20251451  
Property Address: Tracts 1-5, Byars, OK 74831

### SCHEDULE A

1. Commitment Date: October 22, 2025 at 07:30 AM
2. Policy to be issued:
  - a. ALTA Owners Policy (07/01/2021)  
Proposed Insured: Purchaser with contractual obligations under a Real Estate agreement  
Proposed Amount of Insurance: \$0.00  
The estate or interest to be insured: Fee Simple
  - b. ALTA Loan Policy (7/1/2021)  
Proposed Insured: , its successors and/or assigns as their respective interests may appear.  
Proposed Amount of Insurance: \$0.00  
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:  
  
The Burnett Family Trust dated December 14, 1988, Subtrust A, by a Warranty Deed recorded May 23, 2003 in Book 1657, Page 244 and a Memorandum of Trust recorded May 23, 2003 in Book 1657, Page 242 and an Affidavit of Successor Trustee recorded April 17, 2023 in Book 2853, Page 491.
5. The Land is described as follows:  
  
The Northwest Quarter (NW/4) in Section Nineteen (19), Township Five (5) North, Range Two (2) East, of the Indian Meridian, McClain County, Oklahoma.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National 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.*

**Copyright 2021 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.



**SCHEDULE A**  
(Continued)

**Fidelity National Title Insurance Company**

*Gayle Helton*

By: *Michael J. Nolan*  
Michael J. Nolan  
President

ATTEST: *Marjorie Nemzura*  
Marjorie Nemzura  
Secretary

\_\_\_\_\_  
Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

PREVIEW

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National 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.*

**Copyright 2021 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.





## COMMITMENT FOR TITLE INSURANCE

Issued By  
**FIDELITY NATIONAL 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.
  - a. Joint Tenancy Deed from Burnett Family Trust to Purchaser with contractual obligations under a Real Estate agreement.
  - b. Mortgage from Purchaser with contractual obligations under a Real Estate agreement to , securing the principal amount of \$0.00.
5. Execute, deliver and record an affidavit that complies with 60 Okla. Stat. § 121.
6. In the event the proposed insured requires deletion of the general survey exception set forth in paragraph 5 of Schedule B – Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2021) [the “Survey Standards”], including Items 1, 2, 4, 7, 8, 9, 10, 11, 16 and 18, 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.
7. Return properly executed Buyer/Seller Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid and item (a) of Schedule B-II, Standard Exceptions will not appear on policy.
8. 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.
9. Obtain a Final Report for issuance of title policy.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National 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.*

**Copyright 2021 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.

Commitment for Title Insurance (07-01-2021)  
Schedule BI



20251451

## SCHEDULE B, PART I

(Continued)

10. Obtain a Uniform Commercial Code search as to current owner in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
11. Obtain a court search as to Purchaser in County of property location, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
12. Pay ad valorem taxes for 2024, plus penalties and interest.

PREVIEW

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National 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.*

**Copyright 2021 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.

ALTA Commitment for Title Insurance (07-01-2021)  
Schedule BI



20251451



## COMMITMENT FOR TITLE INSURANCE

Issued By  
**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

### 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. 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. Taxes for the year 2025 and all subsequent years not yet due and payable.
3. Taxes or special assessments which are not shown as existing liens by the public records.
4. Title to all coal, lignite, oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges and immunities relating thereto.
5. All interest in and to all of the oil, gas, coal, metallic ores and other minerals in and under and that may be produced from the Land, and all rights, interest and estates of whatsoever nature incident to or growing out of said outstanding minerals.
6. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public records.
7. 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.
8. Any loss for such state of facts as would be disclosed by an accurate and current survey and inspection of the premises.
9. Rights or claim of parties in possession not shown by the public records.
10. Easements or claims of easements not shown by the public records.
11. Statutory Easements on Section Lines.
12. Water rights, claims or title to water, whether or not shown by the public records.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National 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.*

**Copyright 2021 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.

ALTA Commitment for Title Insurance (07-01-2021)  
Schedule BII



20251451

## SCHEDULE B-II

(Continued)

13. Arising from the proposed insured's failure to comply with Oklahoma laws concerning an alien's ownership of the Land, including without limitation the Oklahoma Constitution, Art. XXII, Section 1, and 60 Okla. Stat. §§ 121-123.
14. Section line road easement created under Title 43 USC Section 1095 and any rights therein granted to others by the Board of County Commissioners of the county in which the Land is located or by the city in which the Land is located.
15. Right of Way Contract recorded December 9, 1936 in Book 115, Page 371.

PREVIEW

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National 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.*

**Copyright 2021 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.

ALTA Commitment for Title Insurance (07-01-2021)  
Schedule BII



20251451

Exceptions  
#15

STATE OF OKLAHOMA  
COUNTY OF TULSA

ss

Before me, a Notary Public in and for said County and State, on this 30th day of November, A. D. 1936, personally appeared H. B. SMITH, to me known to be the identical person who subscribed the name of SINCCLAIR PRAIRIES OIL COMPANY, a corporation, to the foregoing instrument as its Vice-President, and acknowledged to me that he executed the same as his free and voluntary act and deed and the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

SEAL...My commission expires,  
January 26th, 1938.

L. J. FORCHE, Notary Public.

State of Oklahoma  
McClain County...ss This instrument was filed for record on the 8 day of December, 1936, at 2 o'clock P.M. and duly recorded in Book 115, at page 370.

OPAL HOLT, COUNTY CLERK.

No. 2486.

RIGHT OF WAY CONTRACT.

FOR AND IN CONSIDERATION of the sum of Seventy Two and No/100 Dollars, (\$72.00) in hand paid, the receipt of which is hereby acknowledged, EVA PEARL BURNETT, hereinafter referred to as Grantor, (whether one or more) does hereby grant, unto CONTINENTAL PIPE LINE COMPANY, a corporation, hereinafter referred to as Grantee, its successors and assigns, the right to lay, maintain, inspect, alter, repair, operate, remove and relay a pipe line, or pipe lines, for the transportation of oil and gas and products and by-products thereof, water and other substances and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, and to erect, maintain, inspect, repair, operate and remove, upon a single line of poles, with necessary anchorage and appurtenances, telephone, telegraph or electrical lines, or any of them, over, through, upon, under and across the following described land in McClain County, State of Oklahoma, to-wit:

Northwest Quarter (NW<sup>1</sup>/<sub>4</sub>) of Section 19, Township  
5 North, Range 2 East.

Telephone and Telegraph lines shall follow fence lines.

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

Should more than one pipe line be laid under this grant, at any time, an additional consideration, calculated on the same basis per lineal rod as the consideration hereinabove recited, shall be paid for each line so laid after the first line. Grantee shall bury pipe lines below plow depth, TO HAVE AND TO HOLD said easement, rights, and rights of way unto the said Grantee, its successors and assigns until said easement be exercised, and so long thereafter as the same shall be useful for the above named purposes.

IT is understood that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed. THIS AGREEMENT is binding upon the heirs, executors, administrators, successors and assigns, of the parties hereto.

EXECUTED this 24th, day of November, 1936.

In the presence of:  
E. T. Looney,  
Tract No. 143,  
144 rods  
Check No. 6515.

EVA PEARL BURNETT.

STATE OF OKLAHOMA

COUNTY OF McCLAIN...ss Before me, the undersigned, a Notary Public, within and for said County and State, on this 24th, day of November, 1936, personally appeared EVA PEARL BURNETT, to me known to be the identical person described in and she executed the within and foregoing instrument, and acknowledged to me that she executed the same as his free and voluntary act and deed, for the uses, purposes and consideration therein set forth.

MILBRED HILL, Notary Public.

SEAL...My commission expires,  
3/22/37.

State of Oklahoma  
McClain County...ss This instrument was filed for record on the 9 day of Dec. 1936, at 8 o'clock A.M. and duly recorded in Book 115, page 371.

OPAL HOLT, COUNTY CLERK.

Filed by  
McClain  
County Clerk  
Book 0115  
Page 0371  
Date 12-09-1936  
Time 8:00AM