

Cover page for:

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

Preliminary title insurance schedules prepared by:

Community Escrow & Title Co.

(File Number: SW251123551)

Tracts 1 - 4

(Payne County, Oklahoma)

For October 13, 2026 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Sandyann Twetten Revocable Trust dated May 30, 2013

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

Issuing Agent: Community Escrow & Title Co.
Issuing Office: 623 South Lewis St., Stillwater, OK 74074
Issuing Office's ALTA® Registry ID: 1077777
Loan ID No.:
Commitment No.: SW251123551
Issuing Office File No.: SW251123551
Property Address: S/2, SE/4 S Farigrounds Rd, Perkins, OK 74059
NW/4, NE/4 of Fairgrounds Rd, Perkins, OK 74059
Revision No.: 1-September 24, 2026

SCHEDULE A

1. Commitment Date: August 26, 2026 at 07:00 AM
2. Policy to be issued:
 - a. ALTA Owner's Policy (2021)
Proposed Insured: TO BE DETERMINED
Proposed Amount of Insurance: TBD
The estate or interest to be insured: Fee Simple
 - b. ALTA Loan Policy (2021)
Proposed Insured: TO BE DETERMINED and each successor and/or assign that is defined as an Insured in the Conditions.
Proposed Amount of Insurance: TBD
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: (Identify each estate or interest covered, i.e., fee, leasehold, etc.)

Fee Simple
4. The Title is, at the Commitment Date, vested in:

Sandyann Twetten Revocable Trust, dated May 30, 2013.
5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

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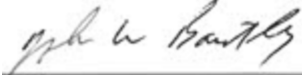
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SCHEDULE A

(Continued)

Community Escrow & Title Co.

By: 

Community Escrow & Title Co. Lic #10011514,
BY: JOHN W. BARTLEY, TL #115832, OBA#6124

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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. Lien Affidavit and Indemnity executed by seller(s), mortgagor(s) and/or contractor (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.
5. Satisfactory Affidavit of Possession executed by the seller(s) or mortgagor(s) as may be appropriate.
6. Satisfactory proof of identity must be furnished with regard to the parties executing all documents required hereunder. This may be in the form of an Affidavit of Identity executed by the Notary Public before whom the document is executed. Additionally, a copy of the document(s) (driver's license, passport, etc.) relied upon by the Notary Public for identification of such parties must be furnished.
7. 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. Warranty Deed from Walter S. Twetten, Successor Trustee of the Sandyann Twetten Revocable Trust, dated May 30, 2013 to TO BE DETERMINED.
 - b. Mortgage from TO BE DETERMINED to TO BE DETERMINED, securing the principal amount of \$0.00.
8. In the event the proposed insured requires deletion of the general survey exception set forth in Schedule B - Part II, we must be provided with a satisfactory survey of the subject premises.
9. 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 for by 68 Okla. Stat. 3202.
10. NOTE: The State of Oklahoma requires the payment of a mortgage tax as a condition precedent to the recordation of any mortgage as provided by 68 O.S. Stat. 1901
11. Furnish an accurate Survey of the premises which would disclose any encroachments, overlaps, boundary line disputes, or other matters, or exceptions will remain on policy.

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SCHEDULE B, PART I

(Continued)

12. Final policy cannot be issued, unless abstract certificate date, which is at August 26, 2026, 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 Calendar Days after the above date.
13. 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.
14. CLOSING INFORMATION NOTE: We require all monies deposited with us for closing, including lender's funds, to be in the form of a cashier's check or wire transfer. If any payments at closing are required to be made by wire transfer, then all monies delivered to us for closing must be in the form of bank wire transfer(s) of immediately available funds. The above applies to all closings unless other specific arrangements are made in advance of closing. Due to the wide variances in banking practices and lack of control over the timing in which checks presented for payment are cleared through the banking system, we cannot accept financial responsibility for delays in the clearing of funds through our escrow account.
15. "Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities."
16. With respect to the trust referred to in the vesting, furnish:
 - (a) Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
 - (b) Other requirements which the Company may impose following it review of the material required herein and other information which the Company may require.
17. ****24 Month Chain of Title**** The current record owner, as shown on Schedule A herein, has been in continuous and uninterrupted title since April 5, 2019, by way of a Warranty Deed recorded in Book 2501, page 730.

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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. Fees, taxes and assessments made by any taxing authority for the year 2026, which are not yet ascertainable, due or payable, and all subsequent years.
3. 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.
4. Water rights, claims or title to water, whether or not shown by the public records.
5. Any adverse matters which would be disclosed by a judgment search on the within named insured.
6. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.
7. Rights or claims of parties in possession or entitled to possession of the Land, or portions thereof, whose rights are not evidenced by documents recorded in the Public Records.
8. 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.
9. Easements or claims of easements not recorded in the Public Record.

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SCHEDULE B, PART II

(Continued)

10. 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.
11. 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.
12. 33-foot statutory section line right-of-way along all exterior section lines.
13. REVISED in REV #1: Easement in favor of Skelly Oil Company, recorded on March 8, 1939, in Book 57 RR, page 356.
14. Easement in favor of Oklahoma Gas & Electric Company, recorded on June 28, 1974, in Book 203 Misc., page 299.

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EXHIBIT A

The Land is described as follows:

The South Half (S/2) of the Southeast Quarter (SE/4) of Section Five (5), Township Seventeen (17) North, Range Three (3) East of the Indian Meridian, Payne County, State of Oklahoma.

Lot One (1) and the Northwest Quarter (NW/4) of the Northeast Quarter (NE/4) of Section Eight (8), Township Seventeen (17) North, Range Three (3) East of the Indian Meridian, Payne County, State of Oklahoma.

G. C. & Dennis Miller

STATE OF OKLAHOMA, COUNTY OF PAYNE, SS.

To

This instrument was filed for record on this 8 day of March A.D. 1939 at 10:35 o'clock A.M. and duly recorded in Book 57 RR at Page 356.

Skelly Oil Company

(Seal)

Dale White, County Clerk

RELEASE AND EASEMENT

THIS AGREEMENT, made and entered into this 24th day of February, 1939, by and between G. C. Miller and Dennis Miller, hereinafter designated as first parties, and Skelly Oil Company, a corporation of the State of Delaware, hereinafter designated as second party.

WITNESSETH: That whereas, the parties of the first part are the owner in fee and tenant respectively of the following described tract of land in Payne County, Oklahoma, to-wit:

The East Half of Section Eight (8), and the West Half of Section Nine (9), all in Township Seventeen North (17N), Range Three East (3E.),

WHEREAS, the parties of the second part are the owners and operators of oil and gas leases upon certain tracts of land in Lincoln County, State of Oklahoma, the natural drainage of which it is claimed by parties of the first part flows ultimately into a stream of water commonly known as Walnut Creek; and

WHEREAS, it is claimed by the said first parties that oil, gas, salt water, base sediment and other oil field refuse has escaped from the leases now owned and operated by the parties of the second part and has drained into said Walnut Creek and thence over, through, and across the above described lands belonging to the first parties, and has thereby caused certain temporary and permanent damage to the lands belonging to said first parties, to certain crops or trees on said land, to the water in said Walnut Creek, to certain livestock belonging to said first parties, and to other personal property belonging to said first parties; and that said stream will continue to be polluted with said substances and will thereby continue to cause said damage to the first parties so long as said second party shall continue to operate its present leases in said area, which facts are by the said second party expressly denied; and

WHEREAS, it is difficult to ascertain the damage and injury which said first parties claim, that has accrued and will continue to accrue for said future period; and

WHEREAS, it is the desire of the parties hereto to settle in full for all such damage and injury already accrued and hereafter to accrue by reason of the matters and things as hereinabove set forth, as claimed by first parties;

NOW, THEREFORE, the parties of the first part, for and in consideration of the sum of One Hundred Fifty and No/100 Dollars, in hand to us paid by the parties of the second part, the receipt of which is hereby acknowledged, do hereby acknowledge full, complete and entire satisfaction and discharge of all damage and injury to our lands and personal property that have accrued and may hereafter accrue from, on account of, or by reason of the acts or things hereinabove set forth, and release said second party from any damage or liability to account to us for any hurt or injury sustained by reason of said second party's operations for oil and gas on leases now operated or to be hereafter operated on the water shed of said Walnut Creek for the term aforesaid.

And we do hereby covenant and agree not to institute or prosecute any action for the recovery of any such damage, or to institute any suit to restrain or prohibit the escape or drainage of such oil and gas or other mentioned substances, on, across, into or under the lands above mentioned through said Walnut Creek from said leases operated by said second party for said term and this instrument shall be considered in the nature of a right of way or easement giving to said second party its successors and assigns the

right to conduct oil, gas, salt water, base sediment, and other oil field refuse as shall escape from any of the said leases operated by second party over, under, upon and across the said lands owned by said first parties, above described, for the said period of so long as said second party shall continue to operate oil and gas leases on the watershed of said Walnut Creek.

It is agreed that this instrument is to be held and construed to be of like effect as if made with each of the above named first parties separately, as well as jointly, and to be binding upon the heirs, executors, administrators, lessees, sub-lessees and upon the successors and assigns of each of the respective parties hereto. Witness our hands and seals the day and year first above written.

George C. Miller
(G. C. Miller)
Dennis Miller

STATE OF OKLAHOMA)
; SS
COUNTY OF PAYNE)

Before me, the undersigned, a Notary Public in and for said County and State, on this 24th day of February, 1939, personally appeared G. C. Miller and Dennis Miller, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

(Seal) D. C. Butler, Notary Public

My commission expires:
November 1, 1942

4047

FILED FOR RECORD

JUN 28 1974

AT 10:05 AM JOHN HOWARD, CO. CLERK

Spring Valley Tap-Perkins 138(69)kv

Easement

BOOK 203 PAGE 299

Name of Line 91-7-18701

Tr # 22 Sheet # 6

KNOW ALL MEN BY THESE PRESENTS: That Josephine Layman Story

AND

his her

in consideration of the sum of Ten and More DOLLARS in hand paid, the receipt of which is hereby acknowledged, do(es) grant and warrant unto OKLAHOMA ELEC TRIC COMPANY, an Oklahoma corporation, its successors and assigns, the right and authority to enter upon, erect, operate, repair and maintain a system of poles, metal towers, wires, anchors, and other fixtures for the transmission of electric current upon, over and across the following described property situated in Payne County, Oklahoma to-wit:

A part of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5 and NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 8, Township 17 North, Range 3 East, more particularly described as a strip of land, 100 feet in width, the center line of which begins at a point approximately 50 feet east of the northwest corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 5 and extends in a southerly direction in a straight line for approximately 1,320 feet to an angle point located approximately 35 feet north and 50 feet east of the southwest corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 5; (there will be guy wires with attached anchors extending easterly and southerly from a pole located at said angle point) thence the center line to angle 93° 02' Right and extend in a westerly direction in a straight line for approximately 50 feet to a point which is approximately 35 feet north of the southwest corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 5.

The H-Frame type electric line is centered along the line described above.

together with the right to re-enter upon said property within said described area for the purpose of re-constructing, re-setting and making improvements to said system; and together with such right of ingress and egress across adjoining lands of Grantor(s) as may be necessary to accomplish the purposes hereinabove set forth.

Grantor(s) further covenant and agree that Grantee, in its sole discretion shall have the right to cut, trim, remove, and control the growth of brush and trees which interfere with or endanger the construction, operation, and maintenance of said system hereinafter constructed on said property; and that no structure shall be erected nor any excavation or other removal of soil be accomplished by grantor(s), his heirs or assigns within the area of the easement herein granted without the prior express written consent of Grantee.

The consideration which has been paid to Grantor for this easement represents full and complete compensation for all damages which Grantor has sustained and may hereafter sustain by reason of the exercise by Grantee of the rights and privileges granted hereunder, except that actual damage to the grass and planted crops, exclusive of trees, caused during and by the construction or re-construction of said electric system, or improvements thereto, will be paid after completion of the work and the extent of said damage has been determined.

The rights and privileges above granted shall continue as long as same are used or needed for the transmission of electric current.

Dated this 13th day of June, 19 74

Josephine Layman Story

ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY, SS

Before me, Notary Public in and for said County and State, on this 13th day of June, 19 74, personally appeared Josephine Layman Story and

Josephine Layman Story to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed and for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and notarial seal the day and year first above written.

My commission expires Sept. 30, 1977

Draft No. 11245
FORM 469-(REV. 9/72)

MARLENE EDGE

Liannan Edge
Notary Public
File No. 22