

Exciting LAND AUCTION

128[±] acres

In 7 Attractive Tracts
Off Highway 51

Stillwater Oklahoma

- Just Outside Stillwater City Limits
- Over 2,000 ft of Hwy 51 Frontage
- 13,000+ Vehicles Per Day Traffic Count
- Hwy 51 Access Availability
- Multiple Ponds & Potential Building Sites
- City Water and Electricity Nearby


Thursday
November 14 • 10am

held at Meditations Stillwater, Stillwater, OK

• Online Bidding Available

75th ANNIVERSARY
Since 1944 **SCHRADER**

in
cooperation
with

 **Berry Auctions**

INFORMATION

Booklet

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 • 972-768-5165 • brent@schraderauction.com



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

Follow us and download our Schrader iOS app



in
cooperation
with

**TOM D. BERRY,[®]
AUCTIONEER
& BROKERS**



Berry Auctions

101 N. Main • Stillwater, OK 74075

405-372-2466

BOOKLET INDEX



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BIDDER PRE-REGISTRATION FORM

THURSDAY, NOVEMBER 14, 2019
128 ACRES – STILLWATER, 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 Thursday, November 7,
2019.

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
128± Acres • Payne County, Oklahoma
Thursday, November 14, 2019

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 Thursday, November 14, 2019 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, Thursday, November 7, 2019**. 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 260-229-1904.

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Stillwater Oklahoma

128[±] acres
In 7 Attractive Tracts
Off Highway 51

LOCATION MAP

LOCATION MAP



You may bid online during the auction at www.schraderauction.com. You must be registered **One Week in Advance of the Auction** to bid online. For online bidding information, call Schrader Auction Company.



AUCTION SITE →
PROPERTY →

Directions To Property

6800 W 6th St, Stillwater, OK
From Walmart in Stillwater, travel west on Hwy 51 for 1.5 miles and the property will be on the right.

Directions To Auction Site

Meditations Stillwater, 1205 N Country Club Rd, Stillwater, OK
From intersection of Country Club and Hwy 51 travel north for 1.5 miles and Meditation will be on the right.

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TRACT MAP

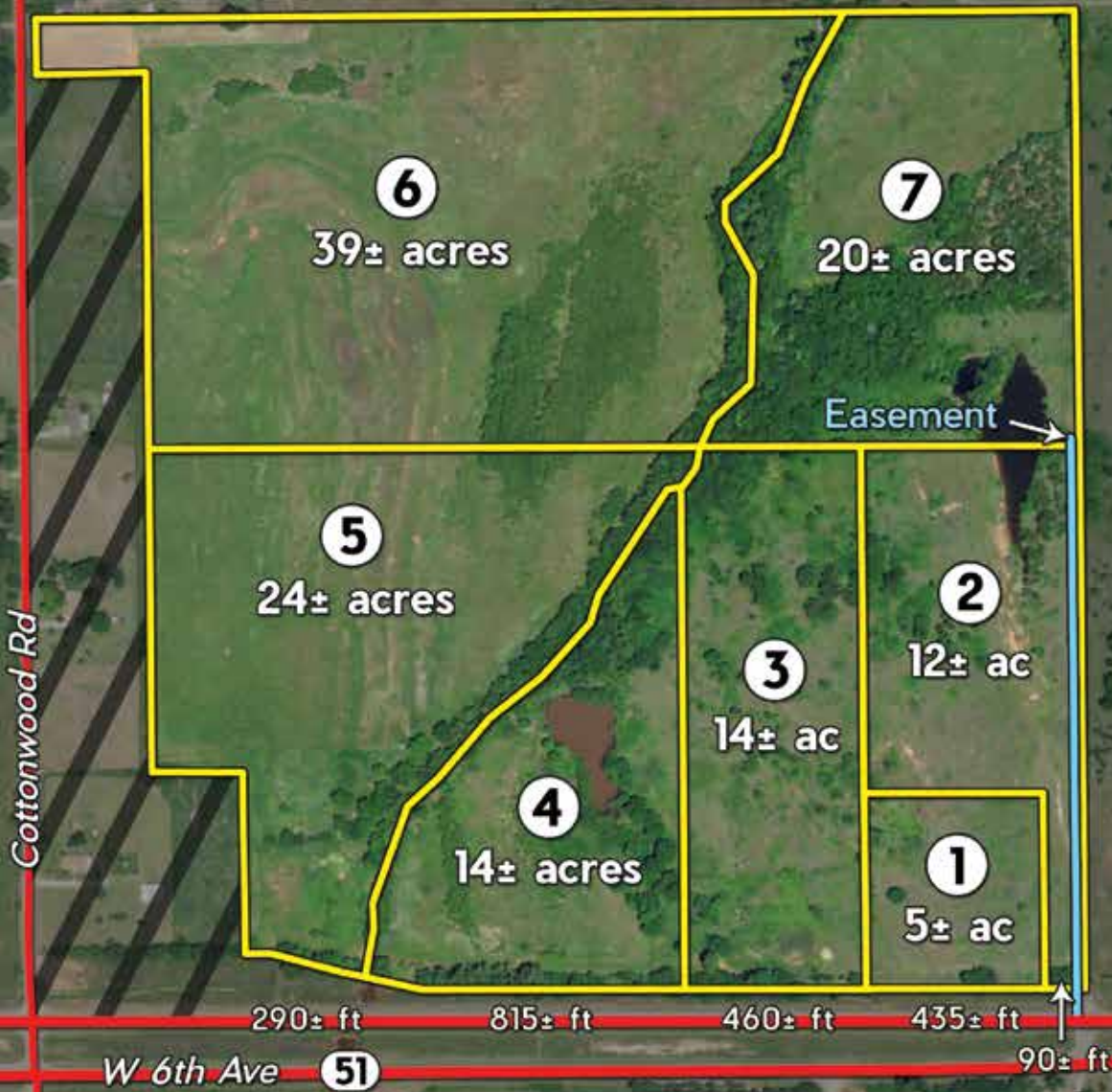
TRACT MAP

INSPECTION DATES *(Meet a Rep on Tract 1)*

Thursday, October 17 - 12:00 - 2:00 PM

Saturday, October 26 - 12:00 - 2:00 PM

Friday, November 8 - 12:00 - 2:00 PM



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TRACT DESCRIPTIONS



Exciting LAND AUCTION

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Thursday November 14 • 10am

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Off Highway 51

An exciting opportunity to acquire quality real estate in Stillwater, Oklahoma off Highway 51 near the intersection of Cottonwood Rd. With over 2,000 feet of frontage along Hwy 51 and three currently established access points, and the potential for more, this property has a variety of potential uses. For those seeking commercial or residential development property along the frontage or a secluded homesite with acreage, this property is worth investigating! With tracts ranging in size from 5± acres to 38± acres there is a tract to fit a variety of different Buyers here. Bid on any individual tracts or combination of parcels that makes the most sense for you as a Buyer!

TRACT 1: 5± acres located near the southeast corner of the property with outstanding visibility from Highway 51. This property has a lot of potential for different uses.

TRACT 2: 12± acres with frontage along Highway 51 at the southeast corner of the property. This is an excellent secluded tract that has areas with potential for an excellent building site overlooking an attractive 1 acre pond!

TRACT 3: 14± acres with frontage along the highway and excellent topography with high areas to build on and a rolling terrain going into the creek bottom below.

TRACT 4: 14± acres with excellent visibility from Highway 51, large trees lining the creek on the west side of the parcel and a beautiful 1± acre pond in the center of the property.

TRACT 5: 24± acres with access from Highway 51 that opens up into a beautiful tract that has views of the surrounding parcels and tree lined creek along the eastern property line.

TRACT 6: 39± acres with access from Cottonwood Road that is mostly open land with massive Cottonwood trees lining the creek along the eastern side of the property!

TRACT 7: 20± acres with access via an easement that runs along the eastern side of the property. This is a beautiful secluded tract with lots of trees and a big field laying on the north side of the property and access to a beautiful 1± acre pond!

Terms and Conditions:

PROCEDURE: Tracts 1 through 7 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.

BUYER'S PREMIUM: A 4% Buyer's Premium will be added to the Bid Price and included in the Contract Purchase Price.

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 45 days after the auction or as soon thereafter as applicable closing documents are completed by Seller.

POSSESSION: Possession of the land shall be at 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.

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. Closing prices shall be adjusted to reflect any difference between advertised and surveyed acres, if a new survey is determined to be necessary by the Seller.

ACREAGE AND TRACTS: All acreages are approximate and have been estimated based on current legal descriptions 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.

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

Owner: John and Crystal Mueggenborg

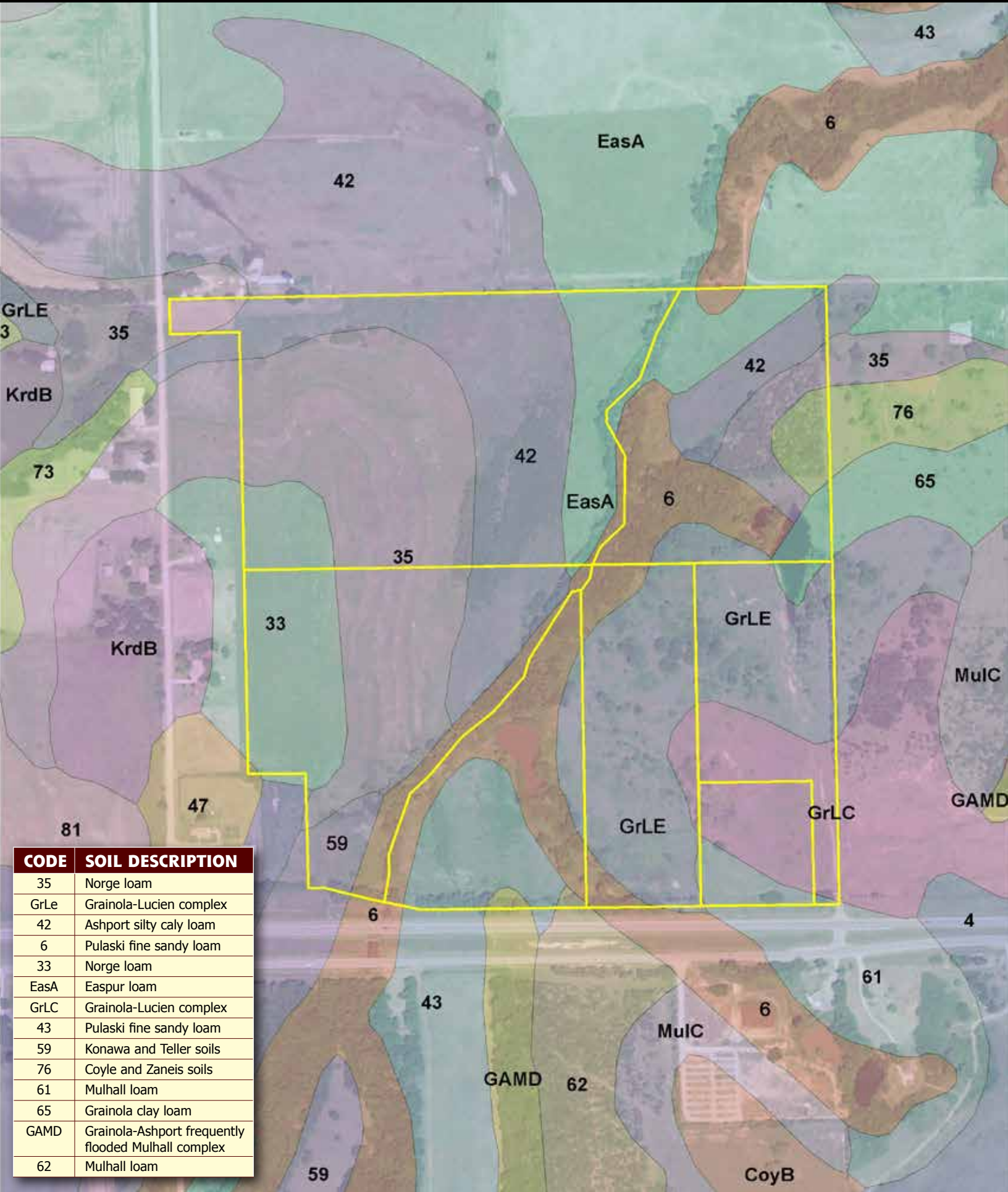
Exciting **LAND AUCTION**

Stillwater Oklahoma

128[±] acres
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SOILS MAP

SOILS MAP



CODE	SOIL DESCRIPTION
35	Norge loam
GrLe	Grainola-Lucien complex
42	Ashport silty caly loam
6	Pulaski fine sandy loam
33	Norge loam
EasA	Easpur loam
GrLC	Grainola-Lucien complex
43	Pulaski fine sandy loam
59	Konawa and Teller soils
76	Coyle and Zaneis soils
61	Mulhall loam
65	Grainola clay loam
GAMD	Grainola-Ashport frequently flooded Mulhall complex
62	Mulhall loam

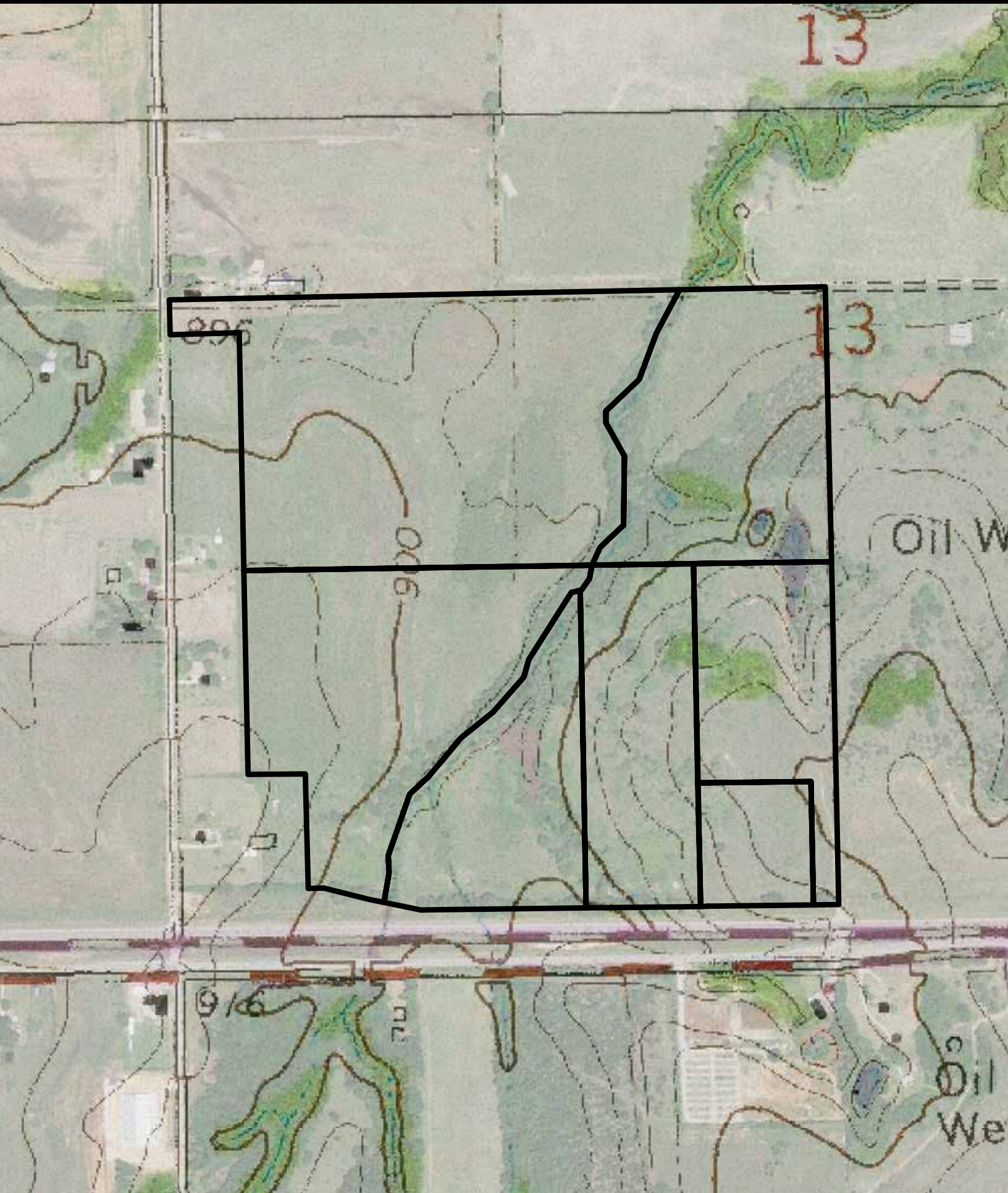
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TOPOGRAPHY MAP

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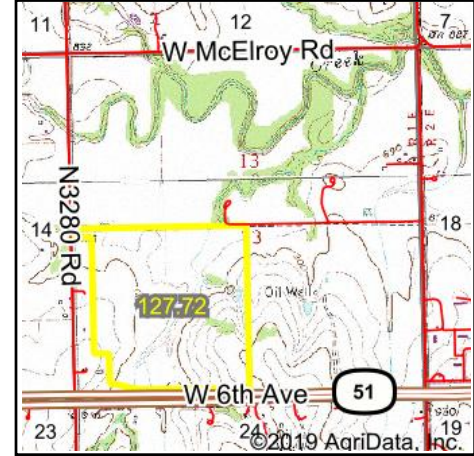
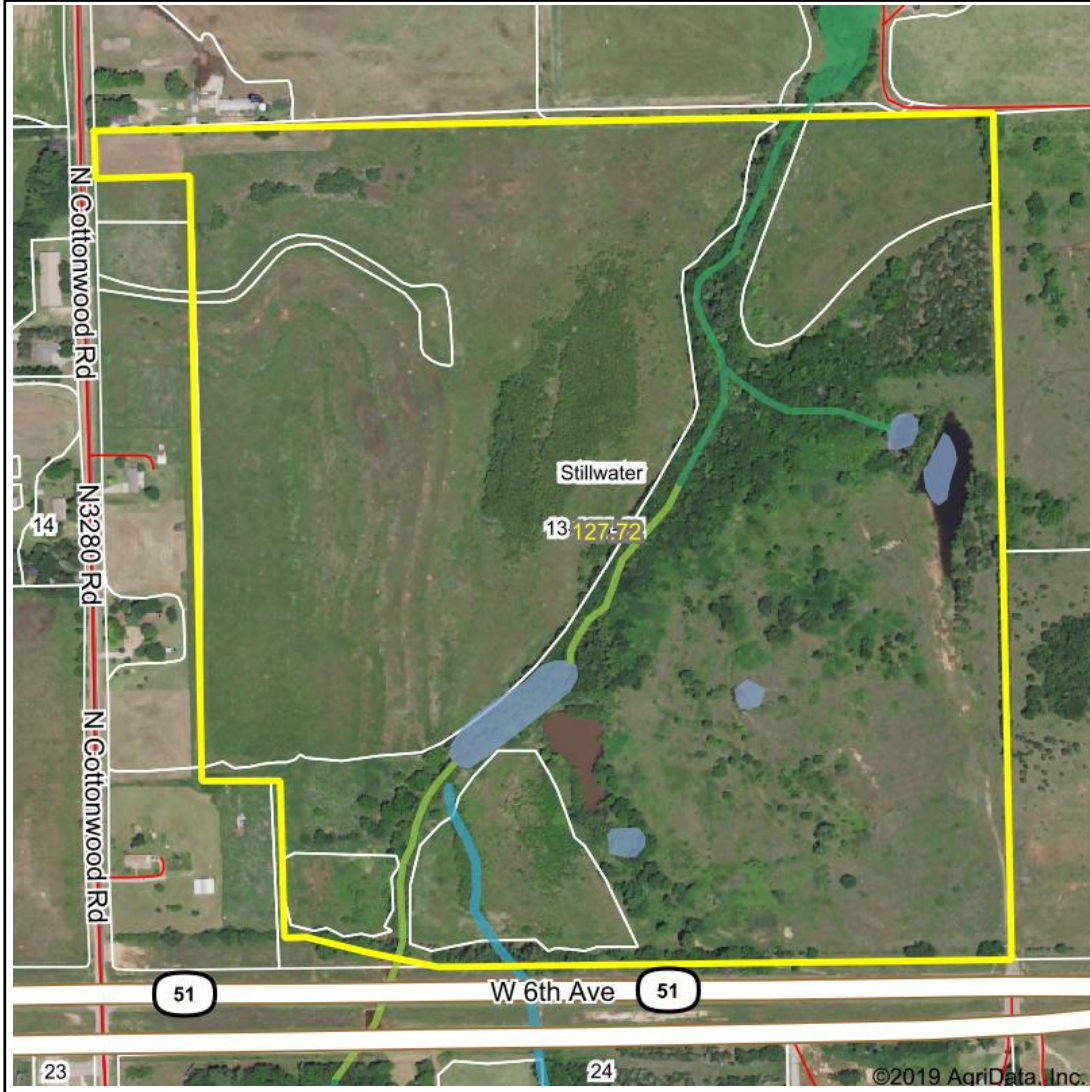
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WETLANDS MAP

WETLANDS MAP



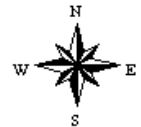
State: **Oklahoma**
 Location: **13-19N-1E**
 County: **Payne**
 Township: **Stillwater**
 Date: **9/18/2019**



Maps Provided By:



© AgriData, Inc. 2019 www.AgriDataInc.com



0ft 682ft 1365ft

Classification Code	Type	Acres
PUSCh	Freshwater Pond	1.35
PFO1A	Freshwater Forested/Shrub Wetland	0.78
PEM1A	Freshwater Emergent Wetland	0.56
PUBFh	Freshwater Pond	0.45
R5UBF	Riverine	0.35
Total Acres		3.49

Data Source: National Wetlands Inventory website. U.S. DoI, Fish and Wildlife Service, Washington, D.C. <http://www.fws.gov/wetlands/>

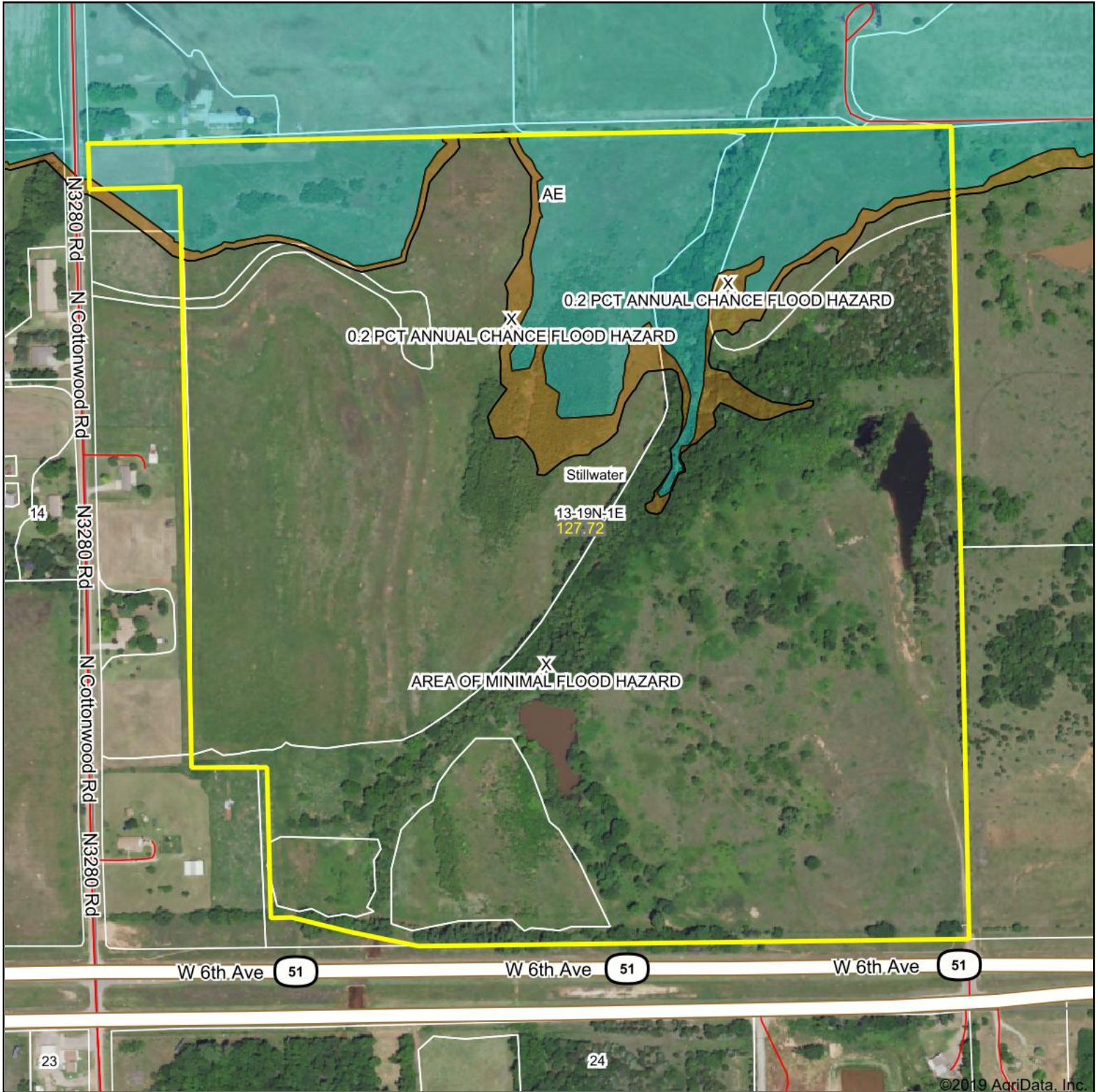
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FLOOD ZONE MAP

FLOOD ZONE MAP



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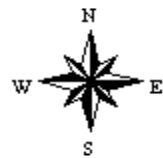


Map Center: 36° 7' 10.69, -97° 9' 13.31

0ft 469ft 938ft



13-19N-1E
Payne County
Oklahoma



9/18/2019

Exciting **LAND AUCTION**




Stillwater Oklahoma

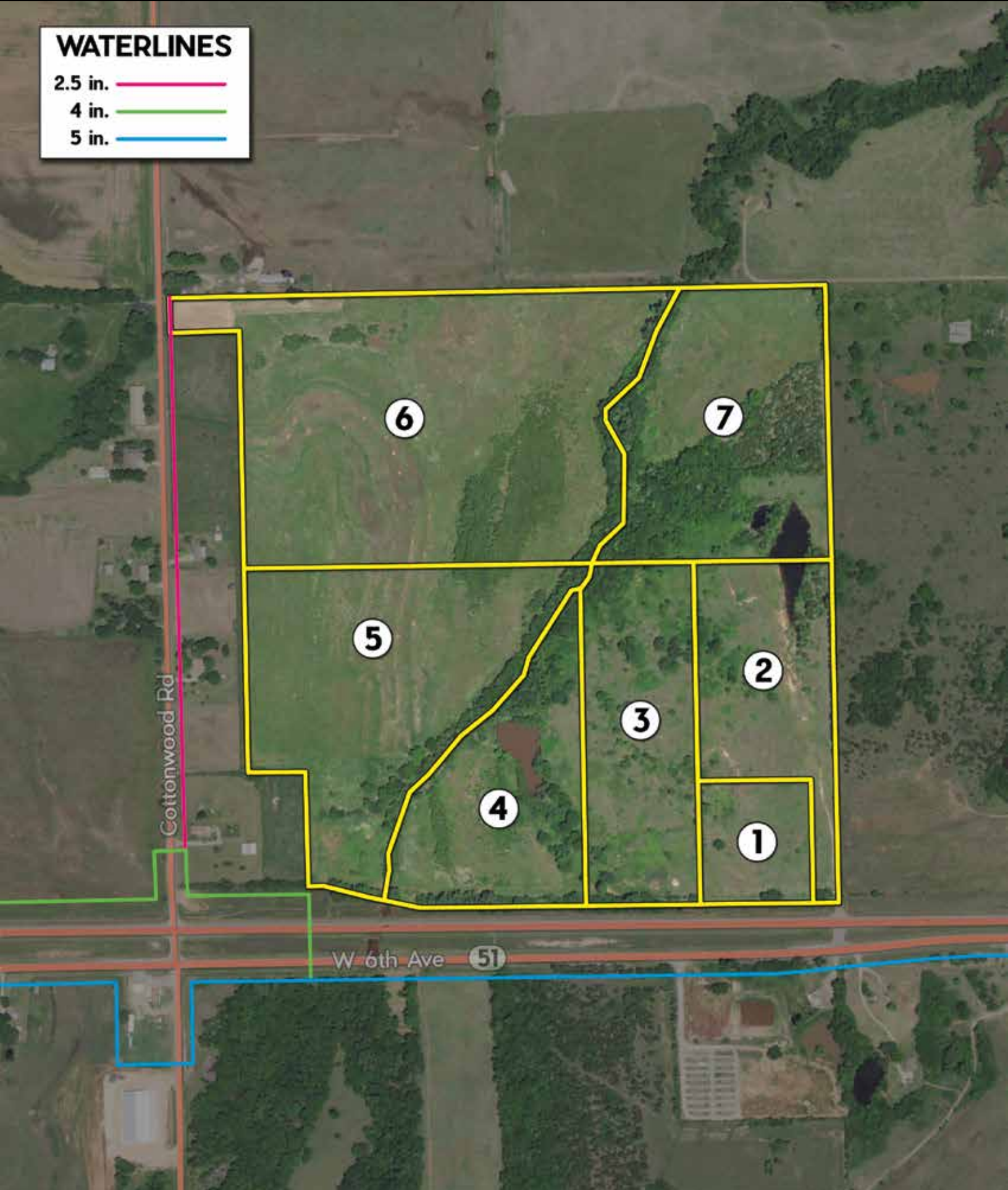
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WATERLINE MAP

WATERLINE MAP

WATERLINES

- 2.5 in. 
- 4 in. 
- 5 in. 



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**COUNTY PROPERTY
REPORT CARD**

COUNTY PROPERTY REPORT CARD

PAYNE COUNTY OKLAHOMA ASSESSOR'S OFFICE

600007596
6800 W 6th St

Mueggenborg, John A ETAL
PO Box 286
Mannford OK 74044-0286

Total Market Value
\$21,950

KEY INFORMATION

Parcel ID	19N01E-13-3-00000-000-0501		
Land Size	127.98	Land Units	Acres
Class	Rural Agricultural	School District	Stillwater Rural (016R)
Homestead	-	Section	13
Township	19N	Range	1E
2019 Taxes	\$247		
Neighborhood	Stillwater Rural		
Legal Description	13-19N-01E C-501 (127.98acm/l) BEG 300'N & 559.2'E SW/C SW/4; N3°W- 470.46' W-265.79' N-1742.4' W-275' N-126.64' E-2641.86' S-2422.31' W-1645.61' N81°W-401.77' W-40.8' POB		

APPRAISAL DETAILS

Land Value	\$21,950
Total Building Value	\$0
Total Yard Items	\$0
2019 Market Value	\$21,950

BUILDING (1)

Total Improvement Value \$0

Type	Finished Sq Ft	-	Style	-
Quality	Condition		Year Built	
Exterior Walls	Bedrooms	Roof Cover	Full Bath	HVAC
Half Bath	-			
Garage Type	-			



SALES

Sale Date	Sale Price	Deed Book	Deed Page	Instrument Type	Grantor
08/20/2013	\$0	2123	269	Warranty Deed	MUEGGENBORG, JOHN & CRYSTAL
11/26/2008	\$1,575,000	1808	140	Warranty Deed	HAIR, J ALEXANDER REVOC TRUST
03/09/2006	\$0	1627	544	Warranty Deed	HAIR, J ALEXANDER
05/25/2005	\$500,000	1569	939	Warranty Deed	THOMAS, KAREN & DURANT, CATHY
05/20/2005	\$0	1569	941	Warranty Deed	THOMAS, KAREN & DURANT, CATHY
05/20/2005	\$0	1569	943	Warranty Deed	THOMAS, KAREN & DURANT, CATHY
06/15/2004	\$0	1509	141	Decree	BILYEU, VELMA F
08/08/1989	\$0	911	20	Decree	-

COUNTY PROPERTY REPORT CARD

LAND

Unit Code	Description	Use Code	Acres / Lots	Use Value
S026	Grainola-Lucien Complex 5	Native Pasture	20.79	\$1,510
S059	Konawa & Teller 2-6% Slop	Timber	0.06	\$10
S043	Pulaski Fine Sandy Loam O	Native Pasture	5.22	\$1,180
S042	Ashport Silty Clay Loam O	Native Pasture	19.96	\$5,620
0412	Northwest Rural Stw	Road - No Value	3.14	\$0
S035	Norge Loam 2-5% Slopes	Timber	2.29	\$370
S076	Coyle & Zaneis Soils 2-5%	Timber	1.46	\$110

Unit Code	Description	Use Code	Acres / Lots	Use Value
S071	Zaneis Loam 2-5% Slopes	Native Pasture	0.00	\$0
S033	Norge Loam 1-3% Slopes	Native Pasture	9.24	\$2,170
S041	Easpor Loam Occasionally	Timber	1.87	\$430
S042	Ashport Silty Clay Loam O	Timber	0.65	\$150
S041	Easpor Loam Occasionally	Native Pasture	7.21	\$2,030
S059	Konawa & Teller 2-6% Slop	Native Pasture	1.54	\$220
S025	Grainola-Lucien Complex 1	Native Pasture	8.40	\$830
S040	Grainola-Ashport Complex	Native Pasture	0.09	\$10
S076	Coyle & Zaneis Soils 2-5%	Native Pasture	0.22	\$20
S047	Renfrow Loam 2-5% Slopes	Native Pasture	0.01	\$0
S065	Grainola Clay Loam 3-5% S	Native Pasture	1.52	\$160
S006	Pulaski Fine Sandy Loam F	Native Pasture	7.31	\$920
S061	Mulhall Loam 3-5% Slopes	Native Pasture	1.28	\$170
S026	Grainola-Lucien Complex 5	Timber	0.55	\$30
S062	Mulhall Loam 3-5% Slopes	Native Pasture	0.05	\$0
S006	Pulaski Fine Sandy Loam F	Timber	9.22	\$950
S035	Norge Loam 2-5% Slopes	Native Pasture	25.90	\$5,060



Disclaimer

Payne OK Assessor's Office makes every effort to produce the most accurate information possible. **No warranties, expressed or implied, are provided for the data herein, its use or interpretation.**

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TAX STATEMENTS

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Tax Roll Inquiry



Payne County Treasurer

Carla Manning, Treasurer

315 West Sixth Street, Suite 101, Stillwater, OK 74074
Phone: 405-624-9411
Fax: 405-372-9548
Email: cmanning@paynecountytreasurer.org

Owner Name and Address

MUEGGENBORG, JOHN A ETAL
PO BOX 286
MANNFORD OK 74044-0286

Taxroll Information

Tax Year 2018
Property ID 19N01E-13-3-00000-000-0501
Location 6800 W 6TH AVE STILLWATER RURAL (016R)
School District STW-R Stillwater Rural **Mills: 98.45**
Type of Tax Real Estate
Taxroll_Item# 7596

Legal Description and Other Information:

13-19N-01E C-501 (127.98acm/l) BEG 300'N & 559.2'E SW/C SW/4; N3^W- 470.46' W-265.79' N-1742.4' W-275' N-126.64' E-2641.86' S-2422.31' W-1645.61' N81^W-401.77' W-40.8' POB

Assessed Valuations	Amount	Tax Values	Amount
Land	2502	Base Tax	246.00
Improvements	0	Penalty	0.00
Exemptions	0	Fees	0.00
Net Assessed	2502	Payments	246.00
		Total Paid	257.07
		Total Due	0.00



Tax payments updated through 10/15/19 business.

Date	Receipt	Paid with	Payment For	Amount	Paid By
03/29/2019	41850	Check	Taxes	246.00	MUEGGENBORG, JOHN A->Check# 2155
03/29/2019	41850	Check	Penalty	11.07	

TAX STATEMENTS



Tax Roll Inquiry



Payne County Treasurer

Carla Manning, Treasurer

315 West Sixth Street, Suite 101, Stillwater, OK 74074
Phone: 405-624-9411
Fax: 405-372-9548
Email: cmanning@paynecountytreasurer.org

Owner Name and Address

MUEGGENBORG, JOHN A ETAL
PO BOX 286
MANNFORD OK 74044-0286

Taxroll Information

Tax Year 2018
Property ID 19N01E-13-3-00000-000-0501
Location 6800 W 6TH AVE STILLWATER RURAL (016R)
School District CONSM Conservancy Maintenance
Mills: 1
Type of Tax Special Assessment
Taxroll_Item# 107596

Legal Description and Other Information:

Conservancy Maintenance 13-19N-01E C-501 (127.98acm/l) BEG 300'N & 559.2'E SW/C SW/4;
N3^W- 470.46' W-265.79' N-1742.4' W-275' N-126.64' E-2641.86' S-2422.31' W-1645.61'
N81^W-401.77' W-40.8' POB

Assessed Valuations	Amount	Tax Values	Amount
Gross Assessed	0	Base Tax	5.13
Exemptions	0	Penalty	0.00
Net Assessed	0	Fees	0.00
		Payments	5.13
		Total Paid	5.36
		Total Due	0.00



Tax payments updated through 10/15/19 business.

Date	Receipt	Paid with	Payment For	Amount	Paid By
03/29/2019	4440	Check	Taxes	5.13	MUEGGENBORG, JOHN A->Check# 2155
03/29/2019	4440	Check	Penalty	0.23	

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TITLE COMMITMENT

TITLE COMMITMENT

American Land Title Association

Commitment for Title Insurance
Adopted 08-01-2016
Technical Corrections 04-02-2018

American Eagle Title Insurance Company

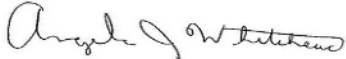
SCHEDULE A

1. Commitment Date: September 12, 2019 at 07:00 AM
2. Policy to be issued:
 - (a) ALTA Owner Policy (6-17-06)
Proposed Insured: tbd
Proposed Policy Amount:
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:
John A Mueggenborg a/k/a John Andrew Mueggenborg an undivided 1/2 interest

and

Crystal Mueggenborg a/k/a Crystal S. Mueggenborg a/k/a Crystal Rene Mueggenborg an undivided 1/2 interest
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

American Eagle Title Insurance Company



By:

Oklahoma Closing & Title Services, Inc., Angela J.
Whitehead #87109

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by American Eagle 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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AMERICAN
LAND TITLE
ASSOCIATION



(44782-19.PFD/44782-19/2)

TITLE COMMITMENT

American Land Title Association

Commitment for Title Insurance
Adopted 08-01-2016
Technical Corrections 04-02-2018

American Eagle 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. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
6. Satisfactory proof of identity must be furnished with regard to the parties executing all documents.
7. Furnish an appropriate Underwriters form of Borrower/Seller Affidavit signed and acknowledged by both the Buyers and the Sellers and initialed in all required places.
8. Secure an accurate plat of survey by a registered land surveyor showing all easements, fences, setback lines, and encroachments, if any.
9. Before closing, have the records checked against the subject property and a court search obtained on the seller and the buyer or borrower (if refinance) of said property to insure nothing adverse has been filed of record.
10. Obtain final abstracting or a final title report for issuance of policy.
11. Obtain and file release of Mortgage from John A Mueggenborg and Crystal mueggenborg, husband and wife, to American Heitage Bank dated November 26, 2009 and recorded on December 2, 2008 in Book 1808 at Page 142 in the amount of \$665,000.00.
12. Obtain and file release of Modification of Mortgage from John A Mueggenborg and Crystal mueggenborg, husband and wife, to American Heitage Bank dated June 2, 2009 and recorded on June 11, 2009 in Book 1837 at Page 940 in the amount of \$500,000.00.
13. Obtain and file release of Mortgage from John A Mueggenborg, a single person and Crystal mueggenborg, a single person, to BancFirst dated August 20, 2013 and recorded on August 30, 2013 in Book 2124 at Page 770 in the amount of \$1,000,000.00.
14. Properly executed Warranty Deed from the current record owners to the new purchasers. NOTE: Owner's marital status must be stated and all spouses of owner's, if any, must join in the conveyance
15. Properly executed Mortgage showing current marital status of Mortgagor and joined by spouse, if any.

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TITLE COMMITMENT

SCHEDULE B (Continued)

16. You should satisfy yourself that the recorded easements do not adversely impact your proposed use of the premises.

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. Encroachments, overlaps, discrepancies or conflicts in boundary lines, shortage in area, or other matters which would be disclosed by an accurate and complete survey or inspection of the premises.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements or claims of easements not shown by the public records.
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. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or the public record.
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. Ad-Valorem taxes for 2019 and subsequent years, the amount of which is not ascertainable, due or payable.
9. Water rights, claims or title to water, whether or not shown by the public records.
10. Restrictive covenants in Easement recorded on February 27, 1940 in Book 66 Misc Page 72 at Page 43 of abstract, which do not provide for forfeiture or reversion of title, but deleting any covenant condition, or restriction indicating a preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to

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TITLE COMMITMENT

SCHEDULE B (Continued)

the extent such covenants, conditions, or restrictions violate 42 USC, 3604 (c).

11. Easements and future assessments, if any, created or evidenced by Order creating Conservancy District No. 16 filed July 29, 1958 in Book 134 Misc., Page 379 as amended on December 21, 1962 filed March 21, 1963 Book 152 Misc. Page 483, shown at page 58 of abstract.
12. Statutory road rights of way along the Section lines.
13. Right of Way Easement in favor of Southwestern Bell Telephone Company filed March 31, 1956 in Book 125 Misc Page 368 appearing at Page 53 of abstract.
14. Easement in favor of Southwestern Bell Telephone Company filed April 6, 1956 in Book 125 Misc Page 424 appearing at Page 55 of abstract.
15. Right of Way Easement in favor of Rural Water Corp No. 3 filed January 4, 1971 in Book 186 Misc Page 166 appearing at Page 115 of abstract.
16. Right of Way Easement in favor of Rural Water Corporation NO. 3 filed December 15, 1971 in Book 190 Misc Page 373 appearing at Page 135 of abstract.
17. Right of Way Easement in favor of Atlantic Richfield Company filed January 10, 1983 in Book 606 Page 966 appearing at Page 151 of abstract.
18. Right of Way Easement in favor of Atlantic Richfield Company filed January 10, 83 in Book 606 Page 970 appearing at Page 153 of abstract.
19. Easements, if any, created or evidenced by Assignment in favor of Harbert Energy Corporation filed March 4, 1987 in Book 842 Page 592 appearing at Page 155 of abstract.
20. Easements, if any, created or evidenced by Power of Attorney in favor of J.D. Henry filed March 4, 1987 in book 842 Page 590 appearing at Page 163 of abstract.
21. Easements, if any, created or evidenced by Assignment in favor of Forest PipeLine Company filed February 27, 1992 in Book 973 Page 417 appearing at Page 183 of abstract.
22. Assignment of Rights of Way in favor of GPM Gas Corporation filed November 17, 1994 in Book 1058 Page 220 appearing at Page 196 of abstract. Partial Release of Rights of Way filed December 3, 1996 in Book 1119 Page 351 appearing at Page 207 of abstract.
23. Assignment of Rights of Way in favor of Cherokee Gas Processing, LLC filed June 3, 1996 in Book 1101 Page 1006 appearing at Page 203 of abstract.
24. Easements, if any, created or evidenced by Assignment of Leases in favor of HSuMY Oil & Gas, Inc. filed October 16, 1998 in Book 1189 Page 809 appearing at Page 209 of abstract.

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TITLE COMMITMENT

American Land Title Association

Commitment for Title Insurance
Adopted 08-01-2016
Technical Corrections 04-02-2018

SCHEDULE B (Continued)

25. Easements, if any, created or evidenced by Assignment in favor of HSUMY Oil & Gas, Inc filed April 21, 1999 in Book 1212 Page 325 appearing at page 214 of abstract.
26. Easements, if any, created or evided by Mortgage Deed of Trust Assignment Security Agreement and Financing Statement by CMS Cherokee Gas Processing, LLC to Wells Fargo Bank Texas filed July 17, 2003 in Book 1440 Page 125 appearing at Page 217 of abstract.
27. Easements, if any, created or evidenced by UCC Financing Statement from CMS Cheroкке Gas Processing, LLC to Well Fargo Bank Texas filed July 17, 2003 in Book 1440 Page 158 appearing at Page 241 of abstract.
28. Easements, if any, created or evidenced by UCC Financing Statement from CMS Cherokee Gas Processing, LLC to Wells Fargo Bank Texas filed December 11, 2003 in Book 1471 Page 848 appearing at Page 247 of abstract.
29. Easements, if any, created or evidenced by Amendment to and Ratification fo Mortgages filed February 25, 2004 in Book 1483 Page 845 appearing at Page 249 of abstract.
30. Easements, if any, created or evidenced by Assignment bill of Sale and Conveyance in favor of John Mueggenborg filed November 2, 2005 in Book 1605 Page 980 appeairng at Page 431 of abstract.
31. Right of Way Easement in favor of Central Rural Electric Cooperative filed September 23, 2014 in Book 2212 Page 844 appearing at Page 653 of abstract.
32. Right of Way Grant in favor of TOMPC LLC filed June 25, 2015 in Book 2266 Page 925 appearing at Page 656 of abstract.

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TITLE COMMITMENT

American Eagle Title Insurance Company

Commitment Number: 44782-19

EXHIBIT A PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

A tract of land in the Southwest Quarter (SW/4) of Section Thirteen (13), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, Oklahoma, being more particularly described as follows: From the Southwest Corner (SW/cor) of said Southwest Quarter (SW/4), a distance of 300.00 feet, along the West line of said Southwest Quarter (SW/4), on an assumed bearing of North 00°48'43" West, to the North right-of-way line of State Highway 51; THENCE, a distance of 559.20 feet, along said North right-of-way line, on a bearing of North 89°35'26" East, to a set 1/2 inch Iron Pin with cap marked PLS 1150, said point also being the Point of Beginning; THENCE, on a bearing of North 03°03'13" West, a distance of 470.46 feet, to a set 1/2 inch Iron Pin with cap marked PLS 1160; THENCE, on a bearing of South 89°11'17" West, a distance of 265.79 feet, to a set 1/2 inch Iron Pin with cap marked PLS 1150; THENCE, on a bearing of North 00°48'43" West, parallel to the West line of said Southwest Quarter (SW/4), a distance of 1742.40 feet, to a set 1/2 inch Iron Pin with cap marked PLS 1150; THENCE perpendicular to said West line, on a bearing of South 89°11'17" West, a distance of 275.00 feet, to a point on said West line; THENCE, on a bearing of North 00°48'43" West, along said West line, a distance of 126.64 feet, to a found 1/2 inch Iron Pin, said point also being the Northwest Corner (NW/cor) of said Southwest Quarter (SW/4); Thence, on a bearing of North 89°21'45" East, along the North line of said Southwest Quarter (SW/4), a distance of 2641.86 feet, to a found Aluminum Monument marked Jividen and Company Section Corner PLS 1149, said point also being the Northeast Corner (NE/cor) of said Southwest Quarter (SW/4); THENCE, on a bearing of South 00°48'22" East, along the East line of said Southwest Quarter (SW/4), a distance of 2422.31 feet, to a set 1/2 inch Iron Pin with cap marked PLS 1150, said point also being on the North right-of-way line of State Highway 51; THENCE, on a bearing of North 89°58'26" West, along said North right-of-way line, a distance of 1645.61 feet, to a set 1/2 inch Iron Pin with cap marked PLS 1150; THENCE, on a bearing of North 81°13'58" West, along said North right-of-way line, a distance of 401.77, to a set 1/2 inch Iron Pin with cap marked PLS 1150; THENCE, on a bearing of South 89°35'26" West, a distance of 40.80 feet, to a set 1/2 inch Iron Pin with cap marked PLS 1150, said point also being the Point of Beginning.

TITLE COMMITMENT

American Land Title Association

Commitment for Title Insurance
Adopted 08-01-2016



COMMITMENT FOR TITLE INSURANCE
Issued By
AMERICAN EAGLE 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, [American Eagle Title Insurance Company](#), a(n) [Oklahoma](#) corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

AMERICAN EAGLE TITLE INSURANCE COMPANY

Eric R. Offen, President

Lisa Burn, Secretary



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TITLE COMMITMENT

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; [and]
- (f) Schedule B, Part II—Exceptions[; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;

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TITLE COMMITMENT

- (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
- (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Exciting **LAND AUCTION**

Stillwater Oklahoma

128[±] acres
In 7 Attractive Tracts
Off Highway 51

PROPERTY PHOTOS

SOUTHEAST CORNER



SOUTHWEST CORNER



WEST HALF



TRACT 1



TRACT 2



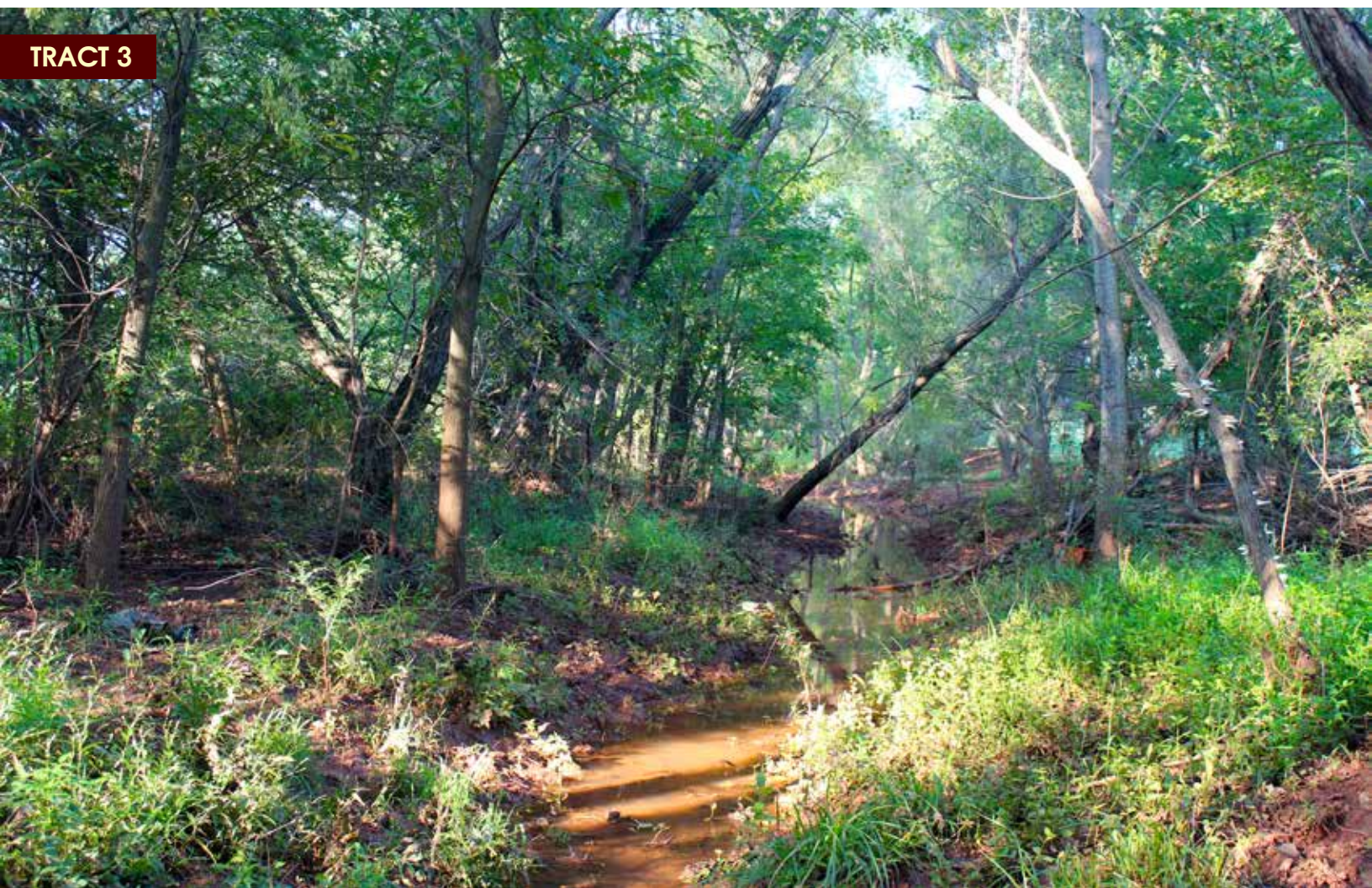
TRACT 2



TRACT 3



TRACT 3



TRACT 3



TRACT 4



TRACT 5



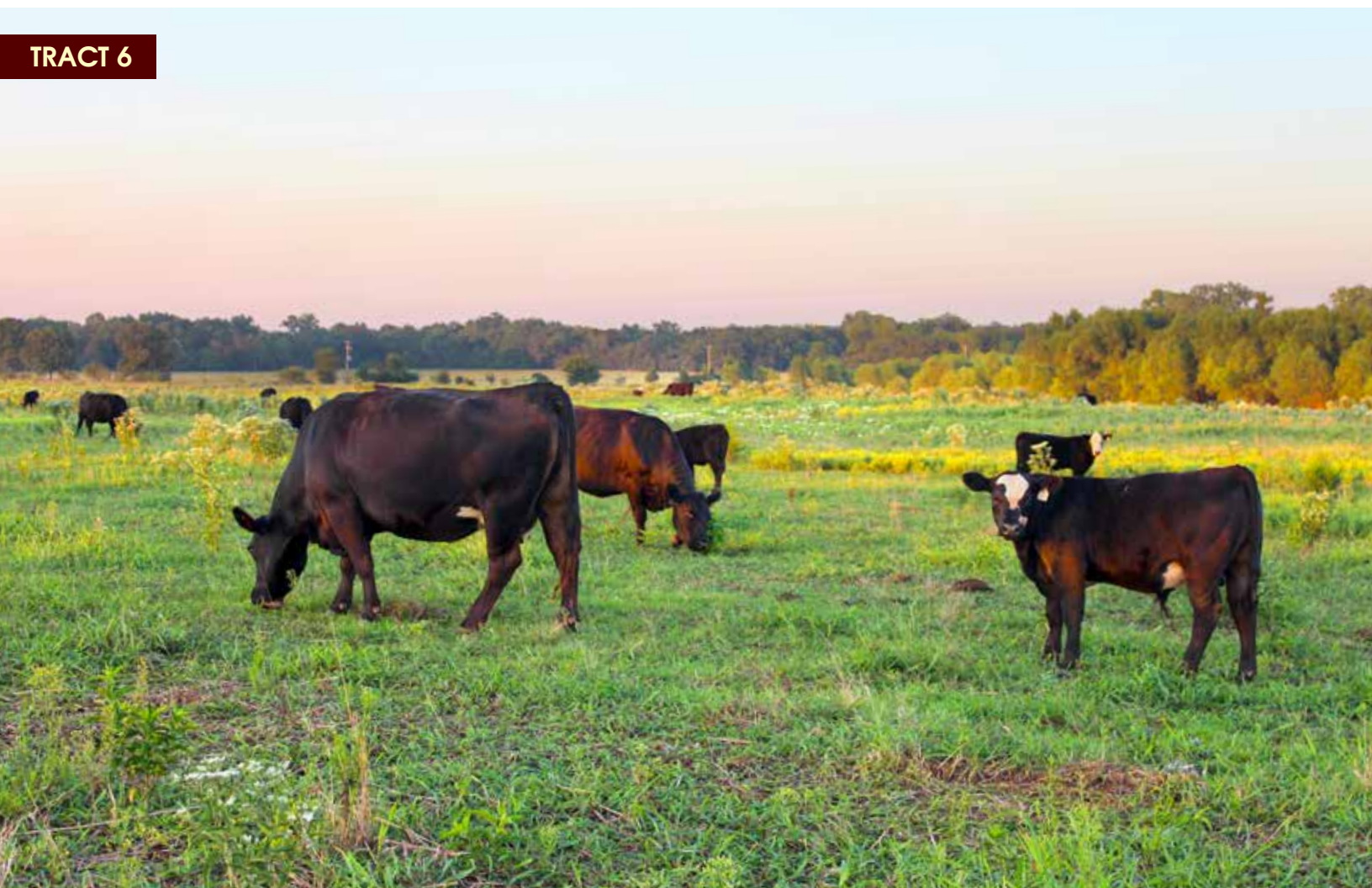
TRACT 5



TRACT 6



TRACT 6



TRACT 7



TRACT 7



TRACT 7



TRACT 7



TRACT 7



TRACT 7





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