

Cover page for:

**Preliminary Title Insurance Schedules
(with copies of recorded exceptions, as
provided by the title company)**

Preliminary title insurance schedules prepared by:

Oklahoma Closing & Title Services, Inc.

Tract 16
(Payne County, Oklahoma)

For June 9, 2021 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Lane Homes, LLC

American Eagle Title Insurance Company

SCHEDULE A

1. Commitment Date: May 18, 2021 at 07:00 AM
2. Policy to be issued:
 - (a) ALTA Owner Policy (6-17-06)
Proposed Insured: TBD
Proposed Policy Amount: TBD
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:
Lane Homes, LLC
5. The Land is described as follows:
Lots Four (4), Five (5), Six (6) and Seven (7), in Block Nine (9), HIGHLANDS ADDITION to the City of Cushing, Payne County, State of Oklahoma, according to the recorded plat thereof, LESS AND EXCEPT Highway right-of-way.

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 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 prior to closing the Operating Agreement creating the Lane Homes, LLC; setting out which Manager is authorized to sign on behalf of said L.L.C.; and provide documentation from the Secretary of State that L.L.C. is in good standing.
12. Obtain and furnish a letter from the City of Cushing stating that there are no unpaid assessments due or delinquent.
13. You should satisfy yourself that the recorded easements do not adversely impact your proposed use of the premises.
14. Properly executed Warranty Deed from the current record owners to the new purchasers. NOTE: Limited liability companies must convey property and conduct business through a manager, who may or may not be a member, as revealed by the Articles on file with the Secretary of State, and the operating agreement, together with all amendments thereto.
15. If mortgage will be made then an exception of said mortgage will be made on the Owner's Title Policy.

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SCHEDULE B
(Continued)**SCHEDULE B, PART II**
Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. 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 2021 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. Building setback lines and easements across the subject property as shown on the subdivision plat, located at page 3 of Abstract and in Plat and Dedication filed December 28, 1912 in Book 10 MS Page 266 appearing at Page 23 of abstract.

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SCHEDULE B
(Continued)

11. Highway Easement in favor of the State of Oklahoma filed May 11, 1962 in Book 149 Misc Page 293 appearing at Page 67 of abstract.

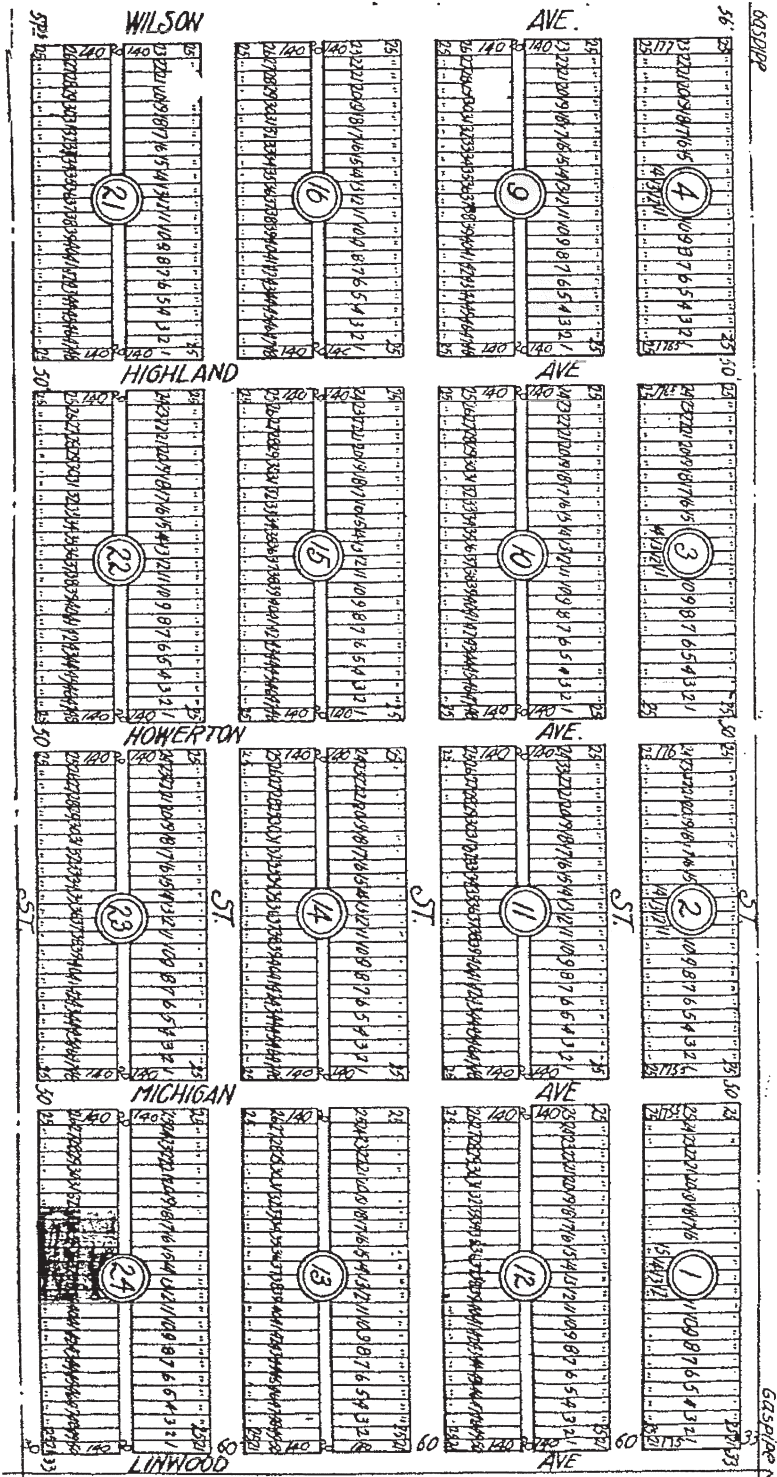
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HIGHLANDS ADDITION TO CUSHING, OKLAHOMA

BEING A SUB-DIVISION OF LOTS 1, 2 and 3, Sec. 3, Twp. 17 N., Range 5 East I. M.



DEDICATION.

Filed Dec 28, 1912 at 4:50 P. M.
Recorded in Book 10 Misc at page 266.

KNOW ALL MEN BY THESE PRESENTS:

That Milton Thompson and Maud Thompson, his wife, being the owners of Lot Three (3) in the Northwest Quarter of Section Three (3) Township Seventeen (17) North of Range Five (5) East of the Indian Meridian, and shown on the annexed map or plat as Blocks, five to eight inclusive (5 to 8) and seventeen to twenty inclusive (17 to 20) and Guss Howerton and Mattie F. Howerton, his wife, being the owners of Lots One and two (1 & 2) in the Northeast Quarter of Section three (3), Township Seventeen (17) North of Range five (5) East of the Indian Meridian, and as shown on the annexed map or plat as blocks one to four inclusive (1 to 4) nine to sixteen inclusive (9 to 16) and twenty-one to twenty-four inclusive (21 to 24) situated in Payne County, Okla. have caused the same to be subdivided into Lots, Blocks, Streets, and alleys, and that the annexed map or plat is a correct representation of said lands as subdivided, which we hereby designate and name, Highlands Addition to Cushing, Okla, and dedicate the streets and alleys as shown on said map or plat to the public.

Signed this 27 day of December, 1912.

Guss Howerton
Mattie F. Howerton

Milton Thompson
Maud Thompson

State of Oklahoma, County of Payne, ss.

Before me, F. E. Cullison, Notary Public in and for said County and State, on this 27 day of December, 1912, personally appeared Milton Thompson and Maud Thompson, his wife, and Gus A Howerton and Mattie F. Howerton, his wife, 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.

Witness my hand and Notarial seal this 27 day of December 1912

(Seal.) F. E. Cullison,

My com expires Oct. 22, 1916. Notary Public.

EXAMINED
S. J. B.

DEDICATION. (CONT'D).
10 Misc at page 266.

I, Warren E. Moore, a resident of Oklahoma County, Okla., hereby certify that I am by profession a Civil Engineer, and that at the instance of Milton Thompson and Maud Thompson, his wife, and Gus A. Howerton, and Mattie F. Howerton, his wife I subdivided Lots one, two and three (1-2-3) Section Three (3) Township Seventeen (17) North of Range Five (5) East of the Indian Meridian, and that the annexed map or plat is a correct representation of said lands as subdivided by me.

Signed this 26th day of December, 1912.

Warren E. Moore,
Civil Engineer.

State of Oklahoma, Oklahoma County, ss.

Before me, Gus A. Elbow, a Notary Public, in and for said County and State, on this 26th day of December, 1912, personally appeared Warren E. Moore, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and notarial seal this 26th day of December, 1912.

(Seal.) Gus A. Elbow,
Notary Public.

My com. expires Oct 26th, 1913.

EXAMINED
S. J. B.

FILED FOR RECORD MAY 11 1962 AT 11:45 AM JOHN HOWARD, CO. CLERK

D. H. FORM 51-REGULAR

HIGHWAY EASEMENT

2207

BOOK 149 PAGE 293

FAP-U-592(3)

48

KNOW ALL MEN BY THESE PRESENTS:

That Ernest and Fannie Pricilla Rice

Cushing

of Payne

County, State

of Oklahoma, hereinafter called the Grantors (whether one or more), for and in consideration of the sum of

One thousand three hundred twenty and 00/100- dollars- - - - (\$1320.00)

and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate unto the State of Oklahoma the following described lots or parcels of land for the purpose of establishing thereon a public highway or facilities necessary and incidental thereto, to-wit:

A strip, piece or parcel of land lying in Lots 1 to 7 inclusive, Block 9 of Highlands Addition to the original townsite of Cushing in Payne County, Oklahoma. Said parcel of land being described as follows:

The North 10 feet of Lots 1 to 7 inclusive of said Block 9.

Containing 0.04 acres, more or less.

For the same considerations hereinbefore recited, said Grantors hereby waive, relinquish and release any and all right, title or interest in and to the surface of the above granted and dedicated tract of land and the appurtenances thereunto belonging, including any and all dirt, rock, gravel, sand and other road building materials, reserving and excepting unto said Grantors the mineral rights therein; provided, however, that any explorations or developments of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purposes herein granted; and reserving unto said Grantors the right of ingress and egress to said public highway from the remaining lands of the Grantors.

To have and to hold said above described premises unto the said State of Oklahoma, free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantors by reason of the construction and maintenance of a public highway and all highway excavations, embankments, structures, bridges, drains, sight distance or safety areas and other facilities that may now or hereafter be, in the discretion of the grantee, necessary for the construction and maintenance of a public highway and incidental facilities over, across or along the above described real estate; the supervision and control of said public highway to be in such municipality, county or other agency of the State of Oklahoma as has or may have jurisdiction thereof by the laws of the State of Oklahoma; and said State of Oklahoma, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of said public highway and incidental facilities.

Said Grantors hereby covenant and warrant that at the time of the delivery of these presents they are the owners in fee simple of the above described premises and that same are free and clear of all liens and claims whatsoever except

The undersigned Grantors hereby designate and appoint

as agents to execute the claim and receive the compensation herein named.

In witness whereof the Grantors herein named have hereunto set their hands and seals this the 23

day of March 1962

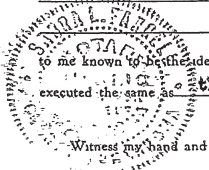
Ernest Rice
Fannie Pricilla Rice

BOOK 149 PAGE 294

State of Oklahoma, }
County of Payne } ss.

Before me, a Notary Public in and for said county and state, on this 23rd day of March 1962, personally appeared Ernest Rice and

Fannie Priscilla Rice



to me known to be the identical person 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.

Witness my hand and seal the day and year last above written.

My commission expires 11-28-64

Sara L. Faull
Notary Public

State of Oklahoma, }
County of _____ } ss.

Before me, a Notary Public in and for said county and state, on this _____ day of _____ 19____, personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____ and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Corporation Acknowledgment

My commission expires _____ Notary Public

State of Oklahoma, }
County of _____ } ss.

Before me, a Notary Public in and for said county and state, on this _____ day of _____ 19____, personally appeared _____ and _____ to me known to be the identical person who executed the within and foregoing instrument by _____ mark, in my presence and in the presence of _____ and _____ as Witnesses and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Acknowledgment by Mark

My commission expires _____ Notary Public

Highway

2207

HIGHWAY EASEMENT

Ernest Rice et al

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State of Okla.

Payne County, }
STATE OF OKLAHOMA, } ss.
This instrument was filed for record on this 11 day of May 1962 at 11:35 o'clock A.M., and recorded in Book 149 of Meat on Page 293 Fees \$ _____

By Johari Howard County Clerk
Agnes Day Deputy

Return to
Department of Highways
Right-of-Way Division
Oklahoma City 5, Oklahoma