

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 5
(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 14, 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:
A part of Lots Fifteen (15) and Sixteen (16), in Block Twenty-two (22), LOWRY'S SECOND ADDITION to the City of Stillwater, Payne County, Oklahoma, being more particularly described as follows: Beginning at the Southwest corner of Lot 15; THENCE North 00 degrees 00 minutes 00 seconds East along the West line of Block 22 a distance of 50.00 feet to the Northwest corner of Lot 16; THENCE South 89 degrees 38 minutes 55 seconds East along the North line of Lot 16 a distance of 142.00 feet to the Northeast corner of Lot 16; THENCE South 00 degrees 00 minutes 00 seconds East along the East line of Lots 15 and 16 a distance of 39.00 feet; THENCE North 89 degrees 38 minutes 55 seconds West and parallel with the North line of Lot 14 a distance of 122.00 feet; THENCE South 00 degrees 00 minutes 00 seconds East 11.00 feet to a point on the South line of Lot 15; THENCE North 89 degrees 38 minutes 55 seconds West along the South line of Lot 15 a distance of 20.00 feet to the Point of Beginning.

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 Stillwater 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 & 10 of Abstract.

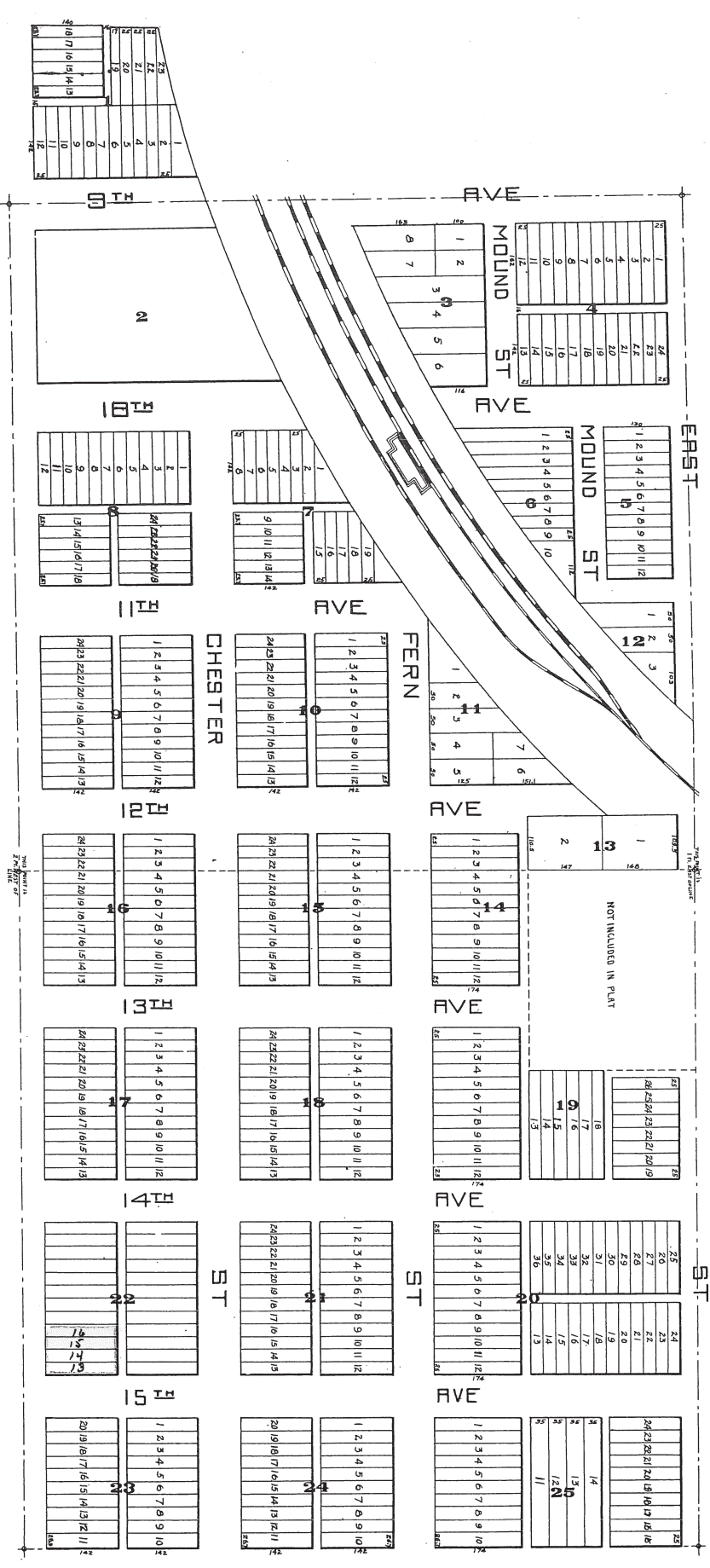
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LOWRY'S SECOND ADDITION TO STILLWATER

SCALE - 100 FEET



P L A T A N D D E D I C A T I O N .

Know All Men By These Presents:

That we, Robert A. Lowry and Anna A. Lowry, husband and wife, of the County of Payne, and Territory of Oklahoma, having caused the survey and plat to be made of a part of the East half ($\frac{1}{2}$) of the Northeast quarter ($\frac{1}{4}$) and a part of the Northeast quarter ($\frac{1}{4}$) of the Southeast quarter ($\frac{1}{4}$) of Section numbered Twenty three (23), in Township numbered Nineteen (19), North of Range Two (2) East of the Indian Meridian, Payne County, Oklahoma Territory, which plat is hereto attached and made a part hereof, do hereby convey to the public all the streets and alleys as platted and shown on said plat, and do hereby execute, acknowledge and file the same as an addition to the city of Stillwater, Payne County, Oklahoma Territory, to be known as Lowry's Second Addition to the town of Stillwater.

Witness our hands this 7 day of March, 1900.

Robt. A. Lowry
Anna A. Lowry.

Territory of Oklahoma,

SS.

Payne County.

Be it remembered, that on this 7th day of March, A. D. 1900, personally appeared before the undersigned, a Notary Public, in and for the County of Payne and Territory of Oklahoma, Robert A. Lowry, and Anna A. Lowry, husband and wife, to me personally known to be the identical persons who executed the foregoing instrument as grantors, and each for themselves acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

Witness my hand and notarial seal this day and year last above named.

J. R. Clark,
Notary Public.

SEAL.

My commission expires March 23, 1903.

S U R V E Y O R S C E R T I F I C A T E .

Dec. ---- 1899.

Surveyed for R. E. Lowry, Northeast Qr. of Southeast Qr. and Southeast Qr. of Northeast Qr. Sec. 23 Tp. 19 North Rge. 2. In. Mer., as show on this plat, which is a true and correct indication of the survey as made by me.

Thos. P. German,
Surveyor.

Filed for Record in New Plat Book on page 13
on March 8, 1900 at 9: A. M.