

*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.**

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**Tract 6**  
**(Payne County, Oklahoma)**

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*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:  
Lots Eleven (11) and Twelve (12), in Block Twenty-two (22), Lowry's Second Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof.

**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 and furnish a letter from the City of Stillwater stating that there are no unpaid assessments due or delinquent.
12. 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.
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 Dedication filed March 8, 1900 in Book PB 1 Page 13 appearing at Page 35 of abstract.
11. Easements and future assessments, if any, created or evidenced by Order creating Conservancy District No. 16 filed

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**SCHEDULE B**  
(Continued)

July 29, 1958 in Book 134 Misc., Page 379 , shown at page 35 of abstract.

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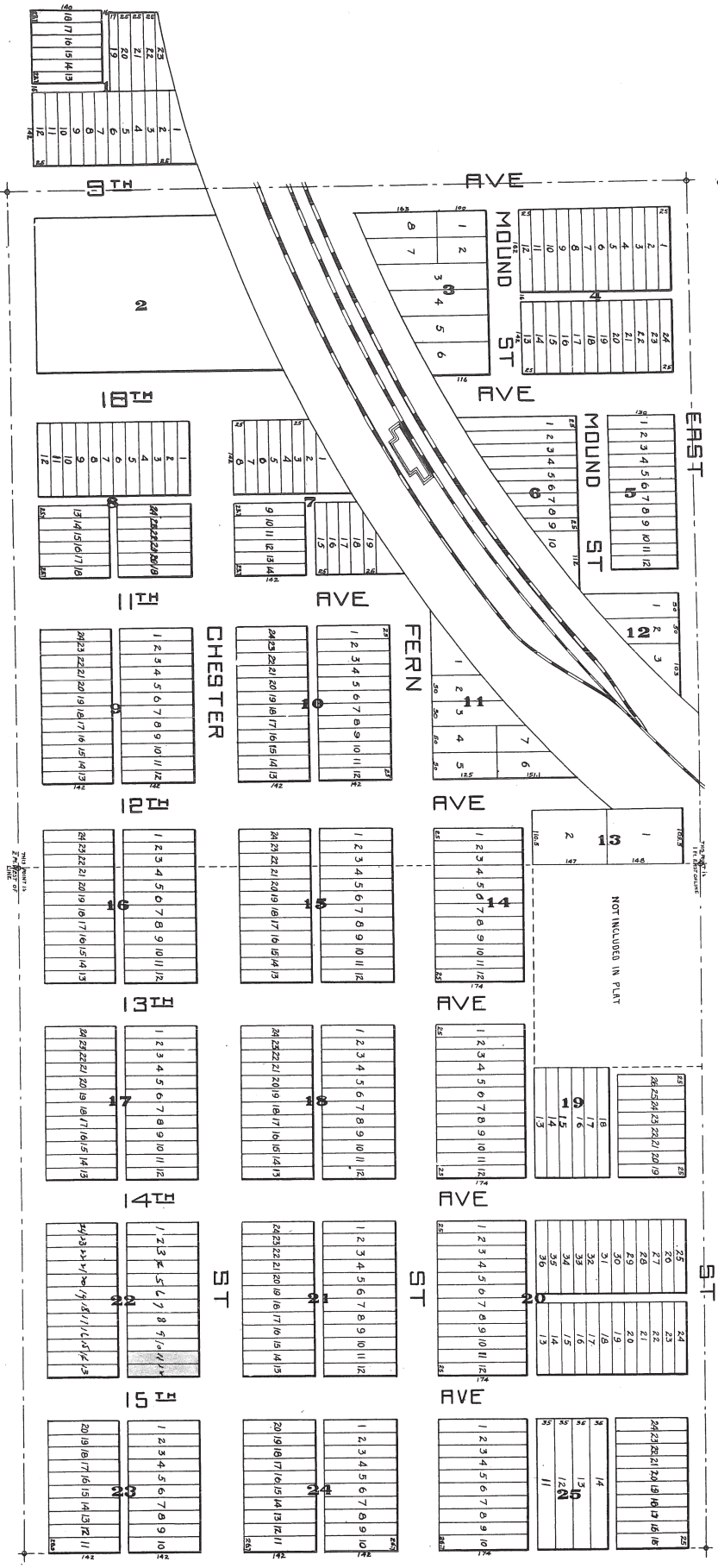
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# LOWRY'S SECOND ADDITION TO STILLWATER

SCALE - 100 FT = 1"



Robt. A. Lowry and  
Anna A. Lowry, husband and  
wife,

PLAT AND DEDICATION.

FILED FOR RECORD:  
March 8th, 1900, 9:00 A.M.

To

WHERE RECORDED:  
1 Plat Book, page 13.

The Public.

SURVEYOR'S CERTIFICATE.

Dec.-----, 1899.

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

Thos. P. German, Surveyor.

DEDICATION.

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  
a survey and plat to be made of a part of the East Half of the  
Northeast Quarter ( $\frac{1}{2}$ ) and a part of the Northeast Quarter 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 Ter-  
ritory, to be known as Lowry's Second Addition to the Town of Still-  
water.

Witness our hands this 7th day of March, 1900.

ROBT. A. LOWRY. ANNA A. LOWRY.

ACKNOWLEDGED: March 7th, 1900,

By Robert A. Lowry and Anna A. Lowry, husband  
and wife,

Before J. R. Clark, Notary Public, Payne  
County, Territory of Oklahoma. ----SEAL----  
Commission expires Mar. 23rd, 1903. REGULAR.

STATE OF OKLAHOMA, County of Payne, ss:

We, Flint and Hughes, Engineers, hereby certify that the above  
plat is a true, correct and complete copy of the original now on  
file. Dated this 31st day of October, 1913.

FLINT AND HUGHES, Engineers.

Subscribed and sworn to before me this 31st day of October, 1913.

E. M. HAMLIN, County CLERK. SEAL.

IN THE DISTRICT COURT OF PAYNE COUNTY, STATE OF OKLAHOMA

IN RE: CONSERVANCY DISTRICT NO. 16  
IN PAYNE AND NOBLE COUNTIES,  
OKLAHOMA

NO. 18,279  
FILED: JUN 30, 1958

DECREE OF INCORPORATION

THIS MATTER coming on to be heard this 30th day of June, 1958, pursuant to assignment, before the Honorable R. L. Hert, Judge of the District Court of Payne County, Oklahoma, said cause having heretofore been assigned to the District Court of Payne County, Oklahoma, by the Supreme Court of the State of Oklahoma, on the 7th day of April, 1958, in Cause No. 38,223. Said Supreme Court having ordered that the District Court of Payne County is most conveniently near the center or middle of said District and can conveniently hear and determine said Petition with greatest convenience to the people within said proposed district; this matter coming on to be heard upon the Petition and proper notices praying for a conservancy district co-extensive with the drainage area of Stillwater Creek. Said Stillwater Creek arising and beginning in Noble County and flowing across Payne County, Oklahoma, and that the said Stillwater Creek is a tributary of the Cimarron River in Oklahoma.

IT APPEARING TO THE COURT that a sufficient number of landowners in said proposed district have signed a Petition herein, and it further appearing to the Court that the City of Stillwater, Payne County, Oklahoma, a city of the first class, has signed said Petition and a resolution authorizing and directing the City of Stillwater to participate in said conservancy district, and from the evidence submitted herein, and the witnesses sworn and examined in open Court, the Court FINDS that said Petition of the landowners of the City of Stillwater are sufficient to grant this Court jurisdiction.

IT FURTHER APPEARING that statutory notice of this hearing has been given by publication in two (2) newspapers of general circulation in each county affected by the proposed conservancy district of the pendency of this action, more than thirty (30) days prior to the date



hereof. Said notices having been published in the Stillwater Gazette and the Perkins Journal in Payne County, Oklahoma, and in the Perry Daily Journal and the Billings News in Noble County, Oklahoma, as shown by the proofs and affidavits of publication on file herein. Therefore, said notice of this hearing is hereby approved and ordered sufficient for jurisdiction and determination of the issues as presented in said Petition.

THE COURT FINDS that no objections have been filed and none heard in said cause, protesting the formation of such conservancy district, and the Court calls three (3) times in open court for persons to state their objections as to why such district should not be organized and incorporated, and there being no objections, either written or oral, the COURT FINDS all issues presented in said Petition in favor of said Petitioners, and hereby orders that the corporate name of said district shall be CONSERVANCY DISTRICT NO. 16 IN PAYNE AND NOBLE COUNTIES, OKLAHOMA, which comprises the drainage area of Stillwater Creek in said counties, more specifically described hereafter.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT that CONSERVANCY DISTRICT NO. 16 IN PAYNE AND NOBLE COUNTIES, OKLAHOMA, should be, and is hereby ordered to be a legal entity, a body corporate, and vested with all the powers, authorities, duties and responsibilities as contemplated and set forth in Title 82, Oklahoma Statutes Annotated, Section 541 and 545, it being found by this Court that the conditions stated in Title 82, Oklahoma Statutes Annotated, Section 541, is found to exist in the drainage area of Stillwater Creek, which comprises the land hereinafter described, said corporation to have perpetual existence with all the powers of a corporation, with the power to sue and be sued to the same extent as an individual in like cases, to incur debts, liabilities and obligations; to exercise the right of imminent domain and of assessment and taxation as provided by the laws of the State of Oklahoma; to issue bonds and to do and perform all acts necessary and proper for the carrying out of the purposes for which said district was created and for executing the power with which it is vested.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the district shall be composed of the drainage area of Stillwater Creek arising in Noble County, Oklahoma, and flowing across Payne County, Oklahoma, and that the Lands composed in said district shall consist of the City of Stillwater, Payne County, Oklahoma, and the bottom land affected in the following described property, to-wit:

NOBLE COUNTY, OKLAHOMA

(Lands in Noble County omitted herein.)

PAYNE COUNTY, OKLAHOMA

Township 19 North, Range 1 West - N/2 of Section 3; W/2 and the SE/4 of Section 4; Section 5; NE/4 of Section 6; E/2 of Section 8; Section 9; S/2 Section 10; Section 11; N/2 of Section 15;

Township 19 North, Range 1 East - W/2 of Section 1; N/2 and the SE/4 of Section 2; SE/4 of Section 10; N/2 and the SW/4 of Section 11; Section 12; Section 13; N/2 and the SW/4 of Section 14; Section 23; NW/4 of Section 24;

Township 20 North, Range 2 East - Lots 1, 2, 3, 4, 5 and 6, Section 32, Section 26; Section 35;

Township 19 North, Range 2 East - E/2 of Section 5; Section 7; SE/4 of Section 8; Section 9; NE/4 of Section 11; Section 13; Section 14; Section 16; Section 17; Section 18; NE/4 of Section 19; Section 20; Section 21; Section 22; Section 23; Section 24; Section 25; Section 26; Section 27; N/2 of the NE/4 of Section 28; Section 29;

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Township 20 North, Range 3 East - Lots 4, 5, 6, 7, 8, 9 and 10  
Section 31;

Township 19 North, Range 3 East - Section 2; E/2 of the NE/4 and the  
SE/4 of Section 5; Section 6; Section  
7; E/2 of Section 8; E/2 of Section  
11; SW/4 of Section 13; E/2 of Section  
14; Section 17; the E/2 of Section 18;  
Section 20; W/2 of Section 24; W/2 of  
Section 25; W/2 and the SE/4 of Section  
29; Section 30; SE/4 of Section 31;  
Section 32; Section 33, Section 34;  
Section 36;

Township 18 North, Range 3 East - Section 1; Section 2; Section 3, N/2  
of Section 4; SE/4 of Section 10;  
Section 11; W/2 of Section 12; E/2  
and the NW/4 of Section 13; NE/4 of  
Section 14;

Township 18 North, Range 4 East - Section 18; N/2 of Section 19.

IT IS FURTHER ORDERED that the principal place of business shall  
be 201 West Ninth Street, Stillwater, Oklahoma, and that the official  
records and files of said district shall be kept in said office.

IT IS FURTHER ORDERED that the Clerk of this Court shall transmit  
to the Secretary of State of the State of Oklahoma, and the County Clerk  
of Payne County and Noble County, Oklahoma, copies of these findings and  
this Decree of Incorporation, and that the County Clerk of each county  
and the Secretary of the State of the State of Oklahoma shall receive a  
fee of \$2.00 for filing, recording and preserving this Decree.

R. L. Hert  
R. L. HERT, JUDGE OF THE DISTRICT  
COURT OF PAYNE COUNTY, OKLAHOMA.

