

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 9
(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 11, 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:
The East Ninety (90) feet of Lots One (1) and Two (2), in Block Eleven (11), TUCKER'S ADDITION to the City of Stillwater, Payne County, State of 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, L.L.C.; 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. 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.
14. You should satisfy yourself that the recorded easements do not adversely impact your proposed use of the premises.
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. 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 84 of abstract.

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SCHEDULE B
(Continued)

11. Right of Way in favor of Mullendore Gas Company filed August 3, 1916 in Book 13 Misc R Page 320 appearing at Page 12 of abstract.

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R. L. HERT, Judge of the
District Court of Payne
County, Oklahoma,

DECREE OF INCORPORATION

DATED: June 30, 1958

TO

FILED: July 29, 1958, at 8:35 a.m.

CONSERVANCY DISTRICT No. 16
IN PAYNE AND NOBLE COUNTIES,
OKLAHOMA,

RECORDED: Book 134 MISC, page 379

IN THE DISTRICT COURT OF PAYNE COUNTY, OKLAHOMA

IN RE: CONSERVANCY DISTRICT NO. 16,) No. 18,279
)
IN PAYNE AND NOBLE COUNTIES, OKLAHOMA) FILED: June 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 NE/4 of Section 28; Section 29;
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 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 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.

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IT IS FURTHER ORDERED THAT the principal place of business shall be 201 West 9th 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 State of the State of Oklahoma shall receive a fee of \$2.00 for filing, recording and preserving this Decree.

R. L. HERT, Judge of the District
Court of Payne County, Oklahoma.

APPROVED AS TO FORM:

SWANK & SWANK

By: CHILTON SWANK, Attorneys for Petitioners.

(Certificate of True Copy omitted)

County Payne Co.

FILED FOR RECORD MAR 21 1962 AT 3:30pm JOHN HOWARD, CO. CLERK

1347

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
COURT CLERK
PAYNE COUNTY, OKLA.

1962 DEC 21 PM 4:03

JOSE I. JARVIS
CLERK
DEPUTY

AMENDED DECREE OF INCORPORATION

THIS MATTER coming on to be heard this 21st day of December, 1962, pursuant to assignment before the Honorable R. L. Hert, Judge of the District Court of Payne County, Oklahoma, upon the Application by Conservancy District No. 16 in Payne and Noble Counties, Oklahoma, for an Order Nunc Pro Tunc amending the Decree of Incorporation heretofore entered in this Court on the 30th day of June, 1958, and filed of record in the office of the Court Clerk of Payne County, Oklahoma, on June 30, 1958, and also filed in the office of the County Clerk of Payne and Noble Counties, Oklahoma, and with the Secretary of the State of Oklahoma.

UPON consideration of said Application for an Order Nunc Pro Tunc correcting the said Decree of Incorporation, it is hereby ORDERED that said Decree heretofore entered be, and the same is hereby in all things approved.

THE COURT FURTHER FINDS that in addition to the property descriptions included in the original Decree of Incorporation, that the following property descriptions should be added to Conservancy District No. 16 in Payne and Noble Counties, Oklahoma, as follows, to-wit:

PAYNE COUNTY, OKLAHOMA

Township 19 North, Range 1 West - Section 4; the S/2 of Section 3; the SE/4 of Section 6; the N/2 of Section 10;

Township 19 North, Range 1 East - The E/2 of Section 1; the SW/4 of Section 2; Section 10; Section 11; Section 14; the NE/4 of Section 22; the SW/4 of Section 24; the NW/4 of Section 25;

LAW OFFICES
OF
SWANK & SWANK
STILLWATER, OKLAHOMA

Township 19 North, Range 3 East - Section 2; Section 3; Section 4; the NE/4 of Section 5; Section 10; the E/2 of the NW/4 of Section 11; Section 12; Section 13; the E/2 of the NE/4 of Section 22; Section 23;

Township 19 North, Range 3 East - The W/2 of Section 11; the NW/4 of Section 13; the W/2 of Section 18;

Township 20 North, Range 3 East - The SE/4 of Section 22; the SW/4 of Section 23; the E/2 of Section 24; the SW/4 of Section 26;

Township 20 North, Range 1 East - Section 25.

THE COURT FURTHER FINDS that the above-described property is in addition to the property described in the original Decree of Incorporation and should be included in the incorporated Conservancy District.

IT IS THEREFORE ORDERED that the above-described property be, and the same is hereby included in the Decree of Incorporation of Conservancy District No. 16 in Payne and Noble Counties, Oklahoma.

IT IS FURTHER SHOWN TO THE COURT that the office of the Conservancy District and principal place of business formerly located at 201 West Ninth Street, in Stillwater, Oklahoma, is now located in the Stillwater National Bank Building, in Room No. 303, 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 the State of Oklahoma, and the County Clerk of Payne County and Noble County, Oklahoma, copies of this Amended Decree of Incorporation, and that the County Clerk of each county and the Secretary of the State of Oklahoma shall receive a fee of \$2.00 for filing, recording and preserving this Amended Decree

S. L. Hart
S. L. HART, JUDGE OF THE DISTRICT COURT OF PAYNE COUNTY, OKLAHOMA

Approved as to Form:
SWANK & SWANK
By *Chilton Swank*
Chilton Swank
ATTORNEY FOR CONSERVANCY DISTRICT NO. 16

LAW OFFICES
OF
SWANK & SWANK
STILLWATER OKLAHOMA

STATE OF OKLAHOMA, COUNTY OF PAYNE, ss. I, the undersigned, a Notary Public in and for said State of Oklahoma, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.
Witness my hand and seal this 21st day of December 1962.
By *Chilton Swank*

Chas Donart, and wife

RIGHT-OF-WAY

to

FILED FOR RECORD

Aug 3, 1916; 1:10 p.m.

Mullendore Gas Company

WHERE OF RECORD

13 Misc. R., page 320.

In consideration of Fifteen No/100 Dollars this day paid to Chas Donart & Sarah A. Donart, by the Mullendore Gas Company, a domestic Corporation receipt of which is hereby acknowledged, we do hereby grant, and convey unto said Mullendore Gas Company, a domestic Corporation, their successors and assigns, the right to locate, maintain and operate pipe line for the purpose of conveyance of gas over, through and upon that certain tract of land situated in Payne County, Oklahoma, and thus described;

Southwest quarter of section twenty-four (24), Township Nineteen (19) North, Range Two (2) East, said right of way to run as follows; to-wit: Due east, commencing at a point at the East end of Fourteenth St. on city of Stillwater; thence due east to a point on the A. T. & S. F. Rightaway, Thence, said pipe line to run parallel with the North line of the above described place.

The right herein granted is permitted the use of such land as may be necessary for said pipe line and shall also permit the grantee herein, their successors, and assigns to do whatever may be necessary to their construction or for the enjoyment of the rights hereby granted, including the right of ingress and egress to and from said tract of land for the purposes of laying, maintaining, repairing and restoring said pipe line and said telephone and telegraph line, and for removing all of same when desired by Grantee, their successors, and assigns.

To have and to hold the said easement unto the said Mullendore Gas Company, a domestic corporation, their successors, and assigns, so long as the same shall be useful for the purpose desired of by said Grantee, which by the acceptance hereof covenants and agrees with the Grantor that the pipe line shall be buried so as not to interfere with the cultivation of the same.

It is understood that the persons securing the right-of-way for said company is without authority to make any agreement, covenant or promise to their behalf not herein specifically shown, and this instrument, delivered and accepted upon the distinct understanding that the consideration hereinbefore states is the sole consideration, and inducement therefor.

Witness our hands this 27th day of July, 1916.

Chas. Donart,

Sarah A. Donart

State of Oklahoma, County of Payne, ss:

Before me, the undersigned, a Notary Public in and for said county and state, on this 28th day of July, 1916, personally appeared Chas. Donart and Sarah Donart, 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 official seal.

(Seal)

J. P. Talbot, Notary Public

My commission expires Mar 1st, 1920.