

Stillwater LAND AUCTION

PAYNE COUNTY, OKLAHOMA

AT THE CORNER OF FAIRGROUNDS ROAD AND E. 19TH AVENUE

- DEVELOPMENT POTENTIAL - PAVED ROAD FRONTAGE
- EXCELLENT POTENTIAL BUILDING SITES
- LARGE MATURE TREES
- 51 EAST WATER AVAILABLE

17.6±
acres
IN 4 DESIRABLE TRACTS

THURSDAY, JULY 29 AT 5PM

HELD AT THE PAYNE COUNTY EXPO CENTER, STILLWATER ONLINE BIDDING AVAILABLE



INFORMATION

Booklet



- TIMED ONLINE ONLY
- VIRTUAL
- LIVE WITH ONLINE

800.451.2709
SchraderAuction.com

in cooperation with



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 – 405.332.5505 – brent@schraderauction.com



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

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BIDDER PRE-REGISTRATION FORM

THURSDAY, JULY 29, 2021

17.6 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 brent@schraderauction.com, no later than Thursday, July 22,
2021.

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
176± Acres • Payne County, Oklahoma
Thursday, July 29, 2021

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, July 29, 2021 at 5:00 PM.
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; email: auctions@schraderauction.com

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, July 22, 2021**. Send your deposit and return this form via fax or email to: **brent@schraderauction.com or auctions@schraderauction.com**.

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:

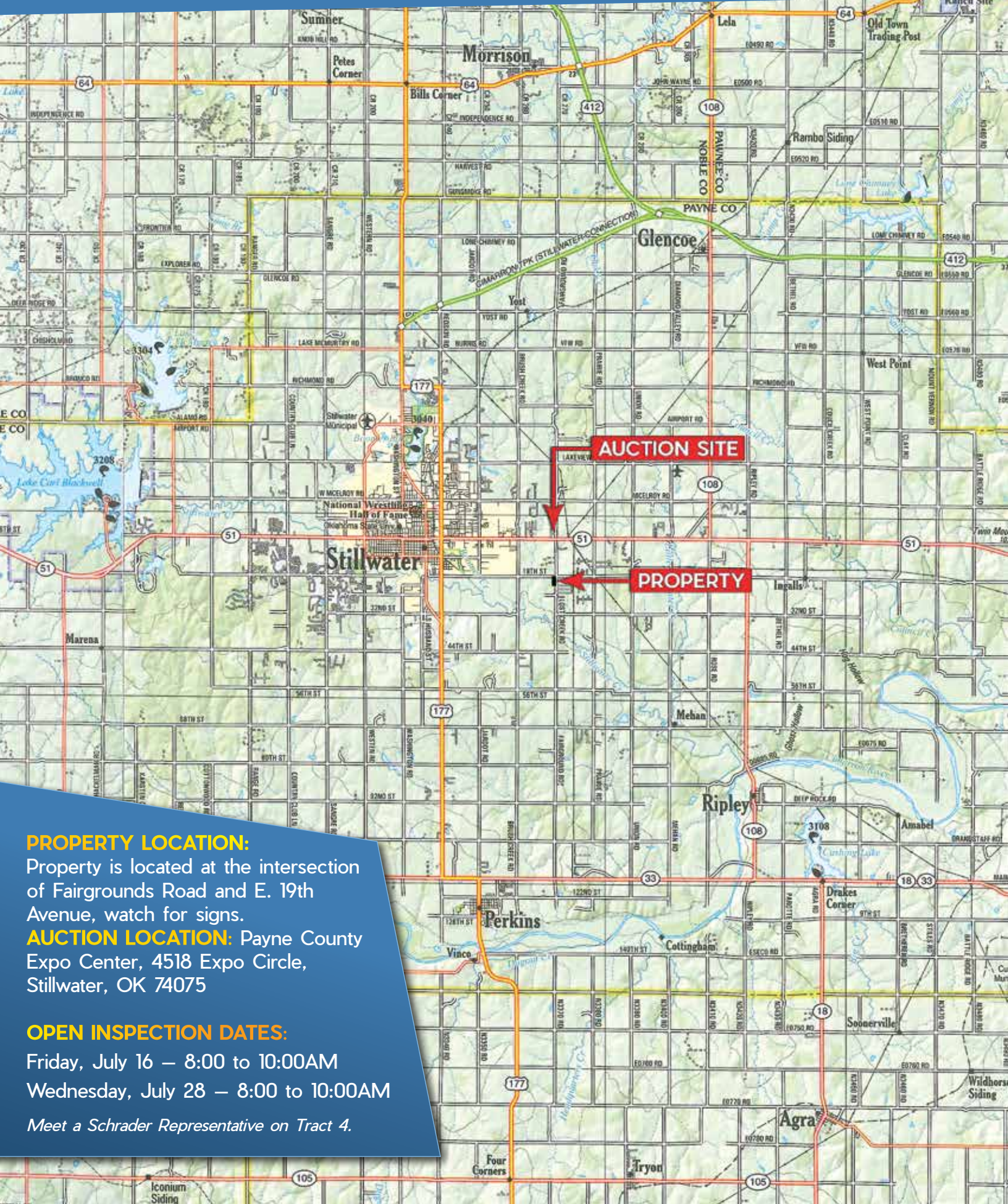
E-mail address of registered bidder: _____

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 260-244-7606.

The background of the page is a faded, light-colored photograph of a rural landscape. It shows a grassy field in the foreground, a wire fence, and several large, leafy trees in the middle ground under a bright sky. The overall tone is soft and natural.

LOCATION MAP

LOCATION MAP



PROPERTY LOCATION:

Property is located at the intersection of Fairgrounds Road and E. 19th Avenue, watch for signs.

AUCTION LOCATION: Payne County Expo Center, 4518 Expo Circle, Stillwater, OK 74075

OPEN INSPECTION DATES:

Friday, July 16 – 8:00 to 10:00AM

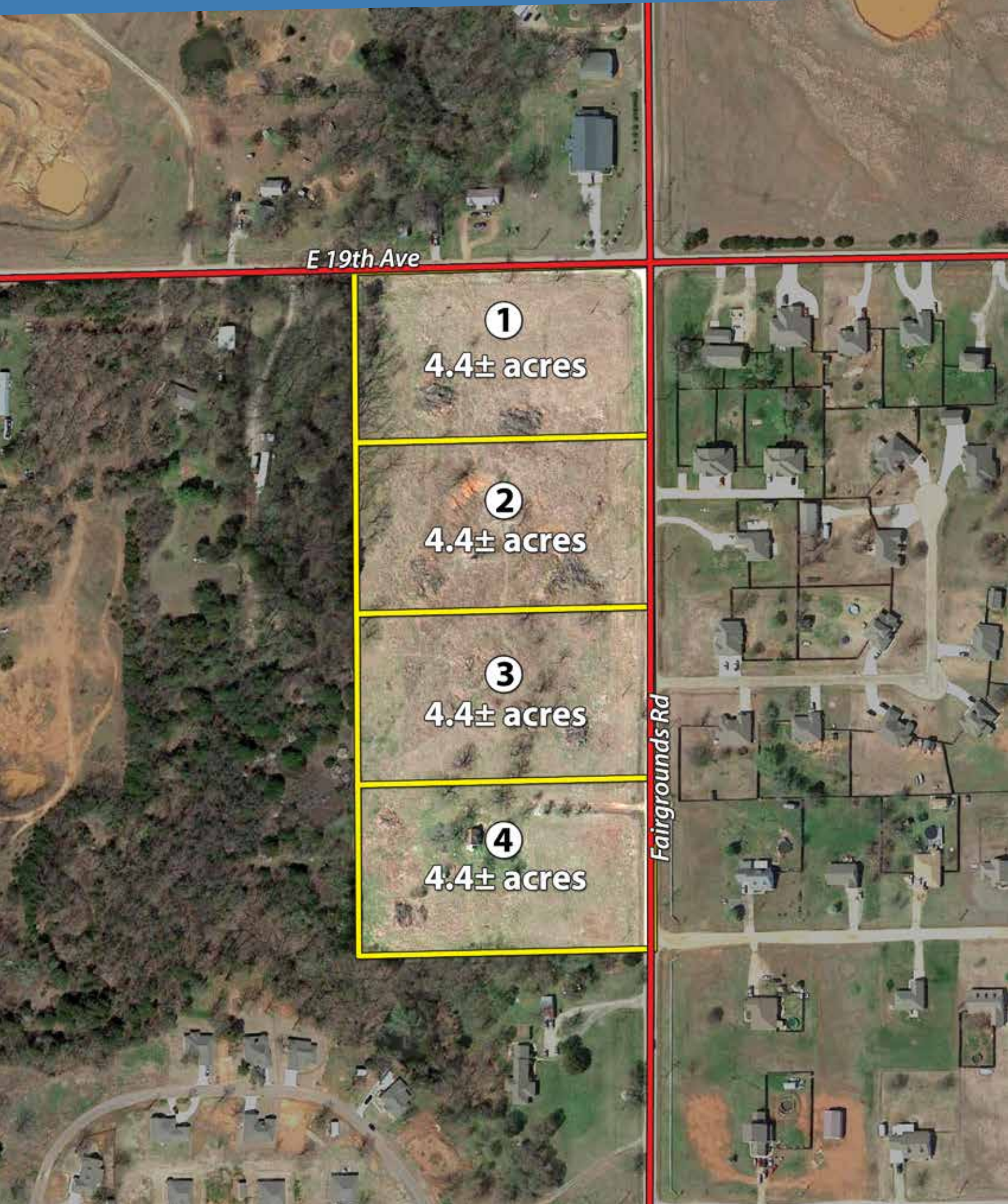
Wednesday, July 28 – 8:00 to 10:00AM

Meet a Schrader Representative on Tract 4.



TRACT MAP

TRACT MAP



E 19th Ave

1

4.4± acres

2

4.4± acres

3

4.4± acres

4

4.4± acres

Fairgrounds Rd

The background of the page is a faded, light-colored photograph of a rural landscape. It shows a grassy field in the foreground, a wire fence, and several large, leafy trees in the middle ground under a bright sky. The overall tone is soft and natural.

TRACT DESCRIPTIONS

Stillwater LAND AUCTION

PAYNE COUNTY, OKLAHOMA

AT THE CORNER OF FAIRGROUNDS ROAD AND E. 19TH AVENUE

- DEVELOPMENT POTENTIAL – PAVED ROAD FRONTAGE
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OPEN INSPECTION DATES:

Friday, July 16 – 8 to 10AM

Wednesday, July 28 – 8 to 10AM

Meet a Schrader Representative on Tract 4.

Outstanding opportunity to acquire a unique building site or invest in land with development potential in the Stillwater area. This property is easily accessible from Fairgrounds Road and E. 19th Avenue. Take your pick from 4 tracts! Each having great views, recently mowed, and lined with mature trees on the western edge of the property. Buyers may bid on any individual tract, combination of tracts, or the entire property!

TRACT 1: 4.4± acres located at the intersection of Fairgrounds Road and E. 19th Avenue, excellent corner tract!

TRACT 2: 4.4± acres located along Fairgrounds Road, great view looking west!

TRACT 3: 4.4± acres located along Fairgrounds Road, excellent views, and trees on this tract!

TRACT 4: 4.4± acres located along Fairgrounds Road, with an active water meter installed and single-phase electric present. An outstanding tract with huge oak trees, seclusion and a wonderful view. The older home on the property, which has been unoccupied for many years, needs demolished or substantial repair.

AUCTION TERMS & CONDITIONS:

PROCEDURE: Tracts 1 through 4 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.

BUYER'S PREMIUM: The contract purchase price will include a Buyer's Premium equal to 4% of the bid amount.

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.**

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 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" shall not include any mineral rights.

ACREAGE AND TRACTS: All acreages, dimensions and square footages are approximate and have been estimated based on current legal descriptions, property tax records 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:

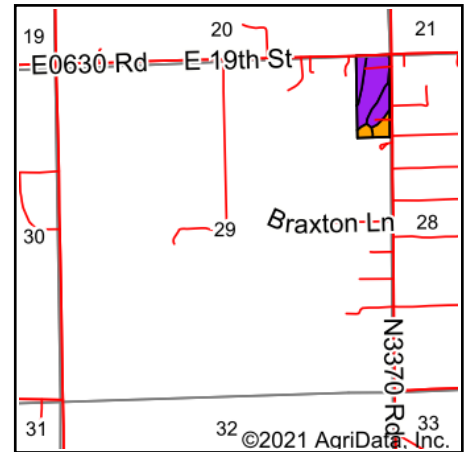
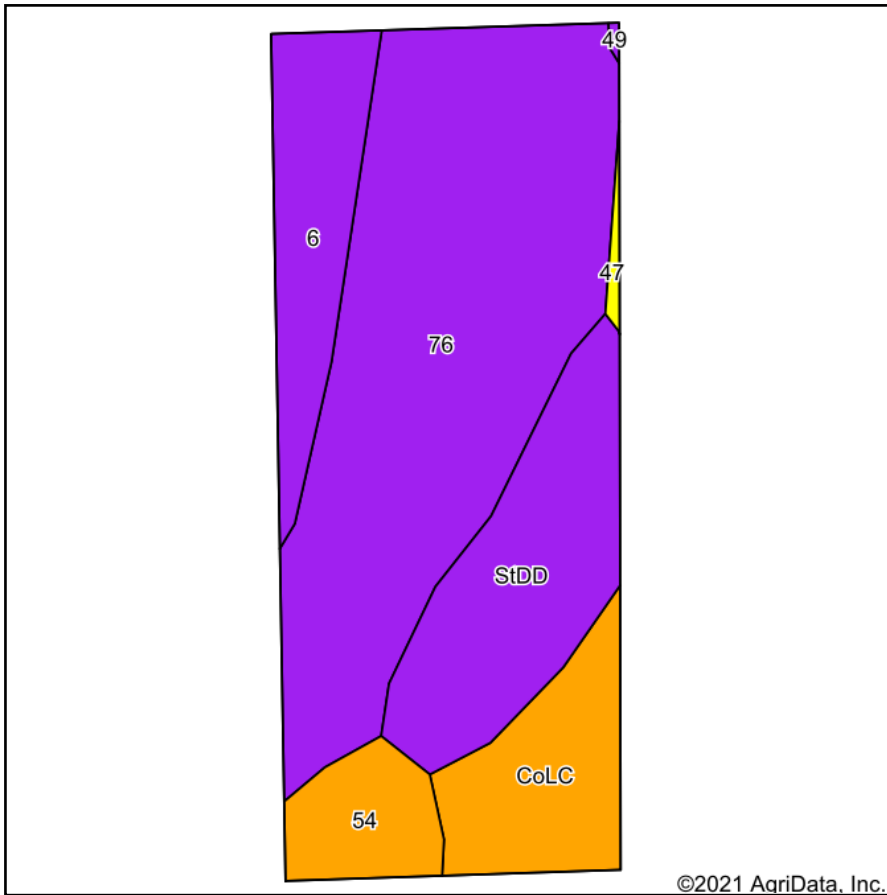
All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either expressed or implied, concerning the property is made by 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.**

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

The background of the slide features a blurred landscape with green trees in the upper half and a field of tall, dry grass in the lower half. A dark blue banner with a wavy bottom edge is positioned horizontally across the middle of the image.

SOILS MAP

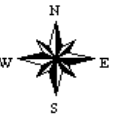
SOILS MAP



State: **Oklahoma**
 County: **Payne**
 Location: **29-19N-3E**
 Township: **Stillwater**
 Acres: **15.56**
 Date: **6/21/2021**



Maps Provided By
surety
 CUSTOMIZED ONLINE MAPPING
 © AgriData, Inc. 2021 www.AgrDataInc.com



Soils data provided by USDA and NRCS.

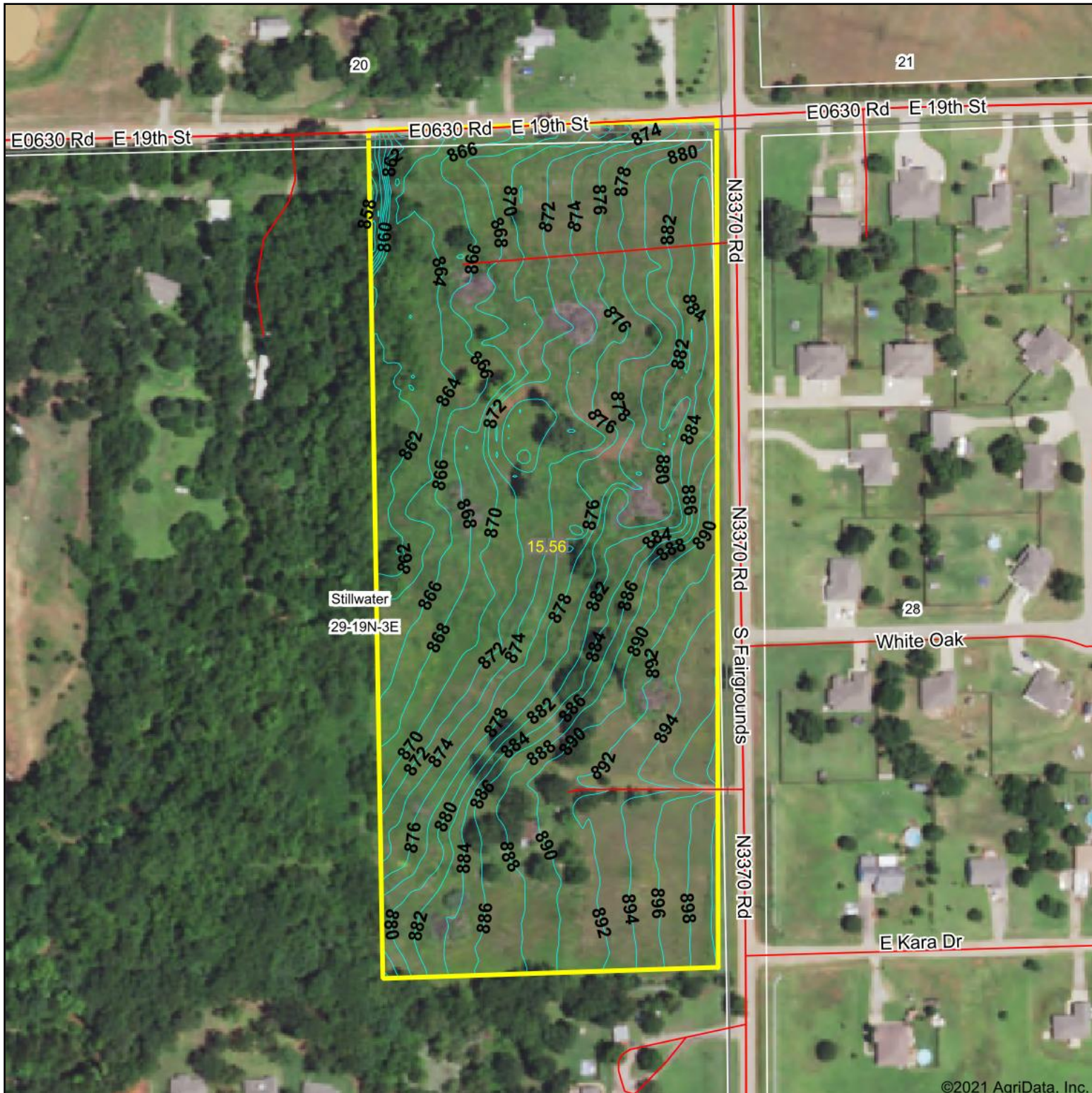
| Area Symbol: OK119, Soil Area Version: 20 | | | | | | | | | | | | | | |
|---|--|-------|------------------|----------------------|---------------|-------------|--------------------|---------------|-----------------------|---------------------|-------------|-------------|-------------------|------------|
| Code | Soil Description | Acres | Percent of field | Non-Irr Class Legend | Non-Irr Class | Alfalfa hay | Caucasian bluestem | Grain sorghum | Improved bermudagrass | Introduced bluestem | Peanuts | Tall fescue | Weeping lovegrass | Wheat |
| 76 | Coyle and Zaneis soils, 3 to 5 percent slopes, severely eroded | 8.16 | 52.4% | | Vle | | | | | 3 | | | | 3 |
| StDD | Stephenville-Darnell complex, 3 to 8 percent slopes, rocky | 2.84 | 18.3% | | Ve | | 2 | | 4 | 2 | | | | 4 |
| 6 | Pulaski fine sandy loam, 0 to 1 percent slopes, frequently flooded | 1.78 | 11.4% | | Vw | 4 | 7 | 4 | 7 | 5 | | 7 | | 2 |
| CoLC | Coyle-Lucien complex, 1 to 5 percent slopes | 1.74 | 11.2% | | IIIc | 1 | | 29 | 4 | | 840 | | | 4 20 |
| 54 | Stephenville fine sandy loam, 3 to 5 percent slopes | 0.96 | 6.2% | | IIIe | | 1 | 4 | 1 | 1 | | | | 1 2 |
| 47 | Renfrow loam, 3 to 5 percent slopes, eroded | 0.08 | 0.5% | | IVe | | | 4 | | 3 | | | | 15 |
| Weighted Average | | | | | | 0.6 | 1.2 | 4 | 3.6 | 1 | 93.9 | 0.8 | 2.8 | 2.7 |

Soils data provided by USDA and NRCS.



TOPOGRAPHY MAP

TOPOGRAPHY MAP



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Source: USGS 3 meter dem
 Interval(ft): 2.0
 Min: 851.6
 Max: 899.9
 Range: 48.3
 Average: 878.0
 Standard Deviation: 10.33 ft

0ft 238ft 477ft



6/21/2021

29-19N-3E
 Payne County
 Oklahoma

Map Center: 36° 5' 59.8, -96° 59' 55.47



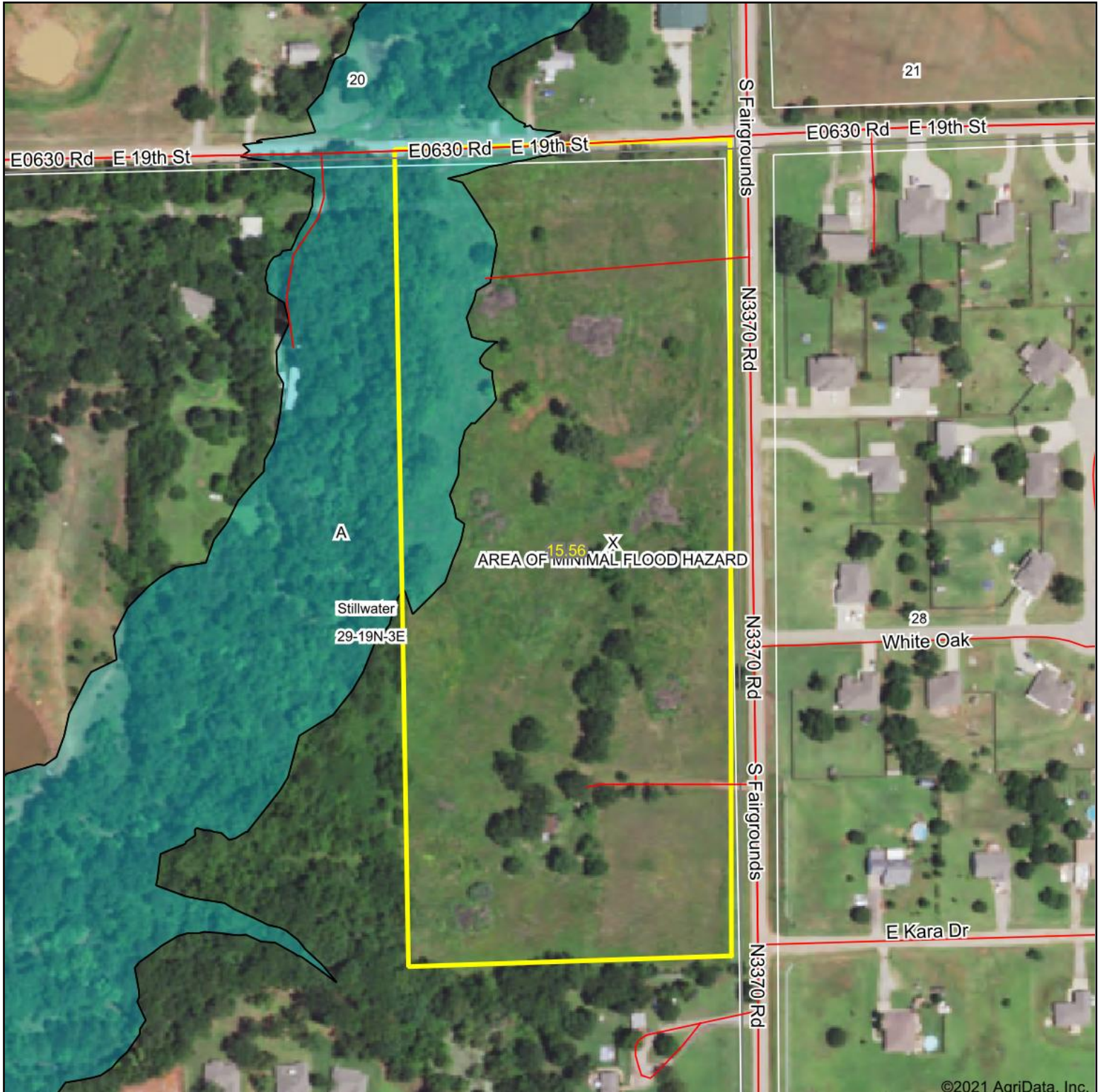
© AgriData, Inc. 2021 www.AgriDataInc.com

Field borders provided by Farm Service Agency as of 5/21/2008.

The image features a background of a rural landscape with trees and a field. A dark blue banner with a wavy bottom edge is positioned horizontally across the middle of the image. The text "FLOOD ZONE MAP" is written in a bold, yellow, sans-serif font on this banner.

FLOOD ZONE MAP

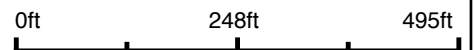
FLOOD ZONE MAP



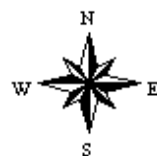
©2021 AgriData, Inc.



Map Center: 36° 5' 59.8, -96° 59' 55.47



29-19N-3E
Payne County
Oklahoma



6/21/2021





TAX STATEMENTS

TAX STATEMENTS

Payne County Oklahoma Assessor's Office

600005042
2114 S Fairgrounds Rd

Evans, Winfred A
924 W Knapp Ave
Stillwater OK 74075-2707

Total Market Value
\$125,900

KEY INFORMATION

| | | | |
|-------------------|---|-----------------|-------------------------|
| Parcel ID | 19N03E-29-1-00000-000-0006 | | |
| Land Size | 17.55 | Land Unit | Acres |
| Class | RR | School District | Stillwater Rural (016R) |
| Homestead | - | Section | 29 |
| Township | 19N | Range | 3E |
| 2021 Taxes (Est) | \$1,147 | | |
| Neighborhood | Stillwater Rural | | |
| Legal Description | 29-19N-03E A-6 (17.55acm/l) BEG NE/C NE/4; W-579.18' S-1320' E-579. 18' N-1320' POB | | |

APPRAISAL DETAILS

| | |
|--------------------|-----------|
| Land Value | \$104,430 |
| Building Value | \$21,470 |
| Yard Items Value | \$0 |
| Total Market Value | \$125,900 |

SALES

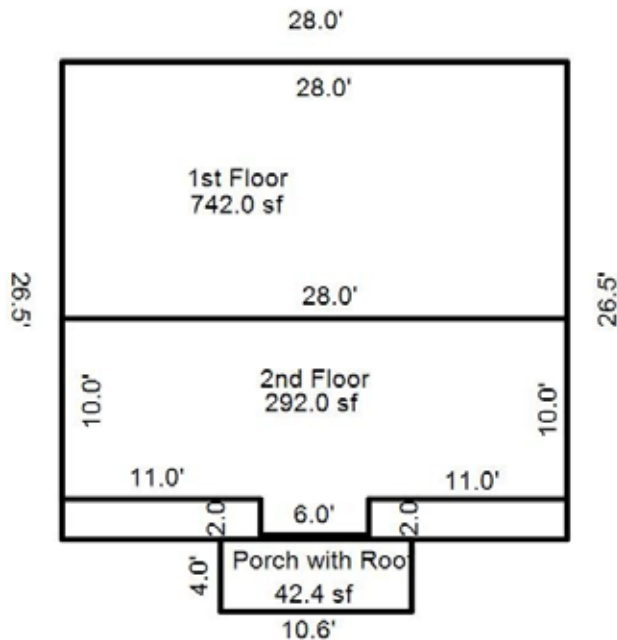
| SALE DATE | SALE PRICE | DEED BOOK | DEED PAGE | INSTRUMENT TYPE | GRANTOR |
|------------|------------|-----------|-----------|-----------------|-----------------------------|
| 01/08/2020 | \$0 | 2546 | 1 | Quit Claim Deed | Evans, Clairlee TTEE |
| 05/01/2015 | \$0 | 2256 | 862 | Quit Claim Deed | EVANS, WINFRED C & CLAIRLEE |

BUILDING DETAILS

TAX STATEMENTS

BUILDING (1) - 2114 S FAIRGROUNDS RD

| | | | |
|----------------------|-------------------------|----------------|-----------------------|
| Type | Single-Family Residence | Style | 1 1/2 Story Finished |
| Finished Living Area | 1,034 sf | Basement | - |
| Quality | Fair | Condition | Fair |
| Year Built | 1930 | Exterior Walls | Frame, Siding/Shingle |
| Bedrooms | 3 | Roof Cover | Composition Shingle |
| Full Bath | 1 | HVAC | Floor Furnace |
| Half Bath | 1 | Garage Type | - |



TAX STATEMENTS

MISC IMPROVEMENTS

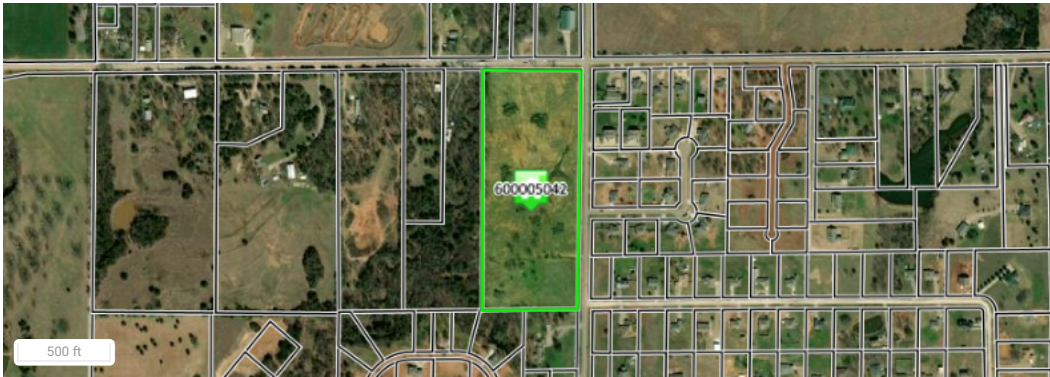
| IMPROVEMENT TYPE | UNITS/SQ FT | EST YEAR BUILT |
|------------------------------|-------------|----------------|
| Rural Utilities | 1 | 1930 |
| Concrete,Paving/Pad | 42 | 1930 |
| Awning over Wood Deck, Metal | 75 | 1930 |

YARD ITEMS

| DESCRIPTION | TOTAL UNITS | YEAR BUILT | LENGTH | WIDTH | HEIGHT |
|--------------------|-------------|------------|--------|-------|--------|
| Structure No Value | 1 | 1930 | - | - | - |

LAND


| UNITS | USE CODE | WIDTH | DEPTH | DESCRIPTION | USE VALUE |
|-------|-----------------|-------|-------|---------------------|-----------|
| 1.30 | Road - No Value | - | - | Southeast Rural Stw | \$0 |
| 16.25 | Acres | - | - | Southeast Rural Stw | \$104,430 |



The background of the slide is a faded, light-colored photograph of a rural landscape. It shows a grassy field in the foreground, a fence line, and several large, leafy trees in the background under a bright sky.

PRELIMINARY TITLE

PRELIMINARY TITLE

| | |
|--|--|
|  <i>First American Title</i> TM | ALTA Commitment for Title Insurance |
| | ISSUED BY American Eagle Title Insurance Company |
| Commitment | |

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 EXTRACONTRACTUAL 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 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.

First American Title Insurance Company



Dennis J. Gilmore, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

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; Schedule B, Part II - Exceptions.

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PRELIMINARY TITLE

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.

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;
 - (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.

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; Schedule B, Part II - Exceptions.

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PRELIMINARY TITLE

- (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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PRELIMINARY TITLE



First American Title™

Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American" "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us: dataprivacy@firstam.com or toll free at 1-866-718-0097.

PRELIMINARY TITLE



First American Title™

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of **personal information** we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

Notice of Sale. We have not sold the **personal information** of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

PRELIMINARY TITLE

Community Escrow & Title Co.

Privacy Information: We Are Committed to Safeguarding Customer Information

To better serve your needs, we may ask you to provide us with certain information. We understand that you may be concerned about how we handle such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy.

Applicability: This Privacy Policy governs our use of information that you provide to us. It does not govern the manner in which we may use information we obtain from any other source, such as information obtained from a public record or from another person or entity. We have also adopted broader guidelines called Fair Information Values, that govern our use of personal information regardless of its source.

Types of Information: Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include: Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, telephone or any other means; Information about your transactions with us, our affiliated companies, or others; and Information we receive from a consumer reporting agency.

Use of Information: We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies, including financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies.

Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we have joint marketing agreements.

Former Customers: Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security: We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site: We are sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit our site or affiliates Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. We use this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships: Our site and affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies: Our websites may use "cookie" technology to measure site activity & customize information to your personal tastes. A cookie is a piece of data that a website can send to your browser, which may then store the cookie on your hard drive. Our websites use stored cookies, to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.


Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

PRELIMINARY TITLE

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|---|--|
|  First American Title™ | ALTA Commitment for Title Insurance |
| | ISSUED BY American Eagle Title Insurance Company |
| Schedule A | |

Transaction Identification Data for reference only:

Issuing Agent: Community Escrow & Title Co. Issuing Office: 623 South Lewis, Stillwater, OK 74074
Issuing Office's ALTA® Registry ID: 1077777 Loan ID No.:
Commitment No.: SW210420251 Issuing Office File No.: SW210420251
Property Address: 2114 S. Fairgrounds Rd., Stillwater, OK 74074
Revision No.:

SCHEDULE A

1. Commitment Date: May 6, 2021 at 07:45 AM
2. Policy to be issued:
 - (a) ALTA Owners Policy (06/17/06)
Proposed Insured: TO BE DETERMINED
Proposed Policy Amount: TBD
 - (b) ALTA Loan Policy (06/17/06)
Proposed Insured: TO BE DETERMINED
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, at the Commitment Date, vested in:
Winfred A. Evans
5. The Land is described as follows:
SEE SCHEDULE A (CONTINUED) ATTACHED HERETO

Community Escrow & Title Co.

By: 

Community Escrow & Title Co. Lic #10011514,
BY: JOHN W. BARTLEY, TL #115832, OBA#6124

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PRELIMINARY TITLE

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|  First American Title™ | ALTA Commitment for Title Insurance |
| | ISSUED BY American Eagle Title Insurance Company |
| Schedule BI & BII | |

Commitment No.: SW210420251

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.
 - a. Warranty Deed from Winfred A. Evans, reflecting his marital status and joined by spouse, if any, to TO BE DETERMINED.
 - b. Mortgage from TO BE DETERMINED to TO BE DETERMINED, securing the principal amount of \$0.00.
5. NOTE: The State of Oklahoma requires the payment of a documentary stamp tax as a condition precedent to the recordation of any deed as provided by 68 Okla. Stat. 3201, subject to the exemptions provided for by 68 Okla. Stat. 3202.
6. NOTE: The State of Oklahoma requires the payment of a mortgage tax as a condition precedent to the recordation of any mortgage as provided by 68 O.S. Stat. 1901
7. Return properly executed Seller/Owner Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid.
8. Pay the agreed amount for the estate or interest to be insured.
9. Furnish an accurate Survey of the premises which would disclose any encroachments, overlaps, boundary line disputes, or other matters, or exceptions will remain on policy.
10. Final policy cannot be issued, unless abstract certificate date, which is at May 6, 2021, is no more than 180 days from the recording date of the instruments to be insured. Therefore, instruments must be recorded on or before close of business 180 Calendar Days after the above date.

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PRELIMINARY TITLE

SCHEDULE BI & BII (Continued)

11. Additional Requirements may be made, once the insured owner is identified.
12. ****24 Month Chain of Title**** The current record owner, as shown on Schedule A herein, has been in continuous and uninterrupted title since January 8, 2020, by way of a Quit Claim Deed recorded in Book 2546, page 1.
13. There are various ongoing closures and inaccessibility of certain records in counties and municipalities across the country due to the COVID-19 Emergency. If unable to record documents in the Public Records due to closure or inaccessibility, execution of an Affidavit of Understanding and Indemnity and Hold Harmless Agreement Due to the COVID-19 Emergency is required by the parties to the contemplated transaction. Contact the Company prior to closing as additional requirements and/or exceptions may be added based on the facts and circumstances of the transaction.

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. Rights or claims of parties in possession not recorded in the Public Records.
3. Easements or claims of easements not recorded in the Public Record.
4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting Title that would be disclosed by an accurate and complete land survey or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public record.
6. The Standard Exceptions (2, 3, 4 and 5 above) may be eliminated in the Policy upon meeting the requirements of the Company.
7. Ad valorem taxes for Year 2021 amount of which is not ascertainable, due or payable.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

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PRELIMINARY TITLE

SCHEDULE BI & BII (Continued)

9. 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
10. Water rights, claims or title to water, whether or not shown by the public records.
11. 33-foot statutory section line right-of-way along all exterior section lines.
12. Right of Way in favor of Champlin Refining Company, recorded on January 7, 1946, in Book 82 Misc., page 35, and further assigned. Partial Release recorded on January 29, 1974, in Book 132 RR, page 475. Agreement to allow clearing of timber and shrubbery within right of way area, recorded on June 1, 1953, in Book 113 Misc. page 180.
13. Right of way Easement in favor of Central Rural Electric Cooperative, recorded on June 18, 1979, in Book 444, page 166.
14. Right of way Easement in favor of Central Rural Electric Cooperative, recorded on March 27, 1989, in Book 925, page 488.
15. Right of Way in favor of Fifty One East Water, Inc., recorded on September 23, 2013, in Book 2129, page 127.
16. Telecommunications Right of Way Easement in favor of K-PowerNet, LLC, recorded on October 11, 2016, in Book 2359, page 278.


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PRELIMINARY TITLE

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| | ISSUED BY American Eagle Title Insurance Company |
| Schedule A (Continued) | |

File No.: SW210420251

LEGAL DESCRIPTION

The Land referred to in this policy is described as follows:

A tract of land in the Northeast Quarter (NE/4) of Section 29, Township 19 North, Range 3 East, I.M., Payne County, State of Oklahoma, more specifically described as beginning from the Northeast Corner of the Northeast Quarter (NE/4) of Section 29, Township 19 North, Range 3 East; thence West 579.18 feet; thence South 1320 feet; thence East 579.18 feet; thence North 1320 feet, to the Point of Beginning.



PROPERTY PHOTOS

NORTHEAST CORNER



NORTHWEST CORNER



SOUTHEAST CORNER



SOUTHWEST CORNER



TRACT 1



TRACT 1



TRACT 1



TRACT 1



TRACT 2



TRACT 2



TRACT 3



TRACT 3



TRACT 3



TRACT 3



TRACT 4



TRACT 4



TRACT 4



TRACT 4



TRACT 4



TRACT 4





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