

Major LAND AUCTION

Tuesday, September 28 PAYNE COUNTY, OKLAHOMA
Starting at 5:00pm • Online Bidding Available

plus Farm Equipment & Personal Property
Timed Online Only - Begins Closing September 30 at 10am



INFORMATION BOOKLET

392[±] *acres*

in 8 Tracts and Combinations

- 312± Contiguous Acres on McElroy Rd
- 80± Acres Bordering OSU Land!
- Potential Building Sites
- Productive Tillable Land
- Established Hay Meadows
- Excellent Recreational Property
- Numerous Ponds
- Low Hour Farm Equipment



TIMED ONLINE ONLY

VIRTUAL

LIVE WITH ONLINE

in cooperation with

TOM D. BERRY
AUCTIONEER & BROKERS



Berry Auctions

405-372-2466

800.451.2709 • SchraderAuction.com

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

Follow us and download our Schrader iOS app



in
cooperation
with



BOOKLET INDEX



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BIDDER PRE-REGISTRATION FORM

TUESDAY, SEPTEMBER 28, 2021
392 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 Tuesday,
September 21, 2021.
Otherwise, registration available onsite prior to the auction.

BIDDER INFORMATION

(FOR OFFICE USE ONLY)

Bidder # _____

Name _____

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
392± Acres • Payne County, Oklahoma
Tuesday, September 28, 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 Tuesday, September 28, 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; Fax 260-244-4431; 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, Tuesday, September 21, 2021**. Send your deposit and return this form via email to: **auctions@schraderauction.com or brent@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.

LOCATION MAP

LOCATION MAP



DIRECTIONS:

TRACT 1: Located just east of the intersection of Coyle Rd and W 32nd Ave, watch for signs. **TRACTS 2-8:** Located west of Stillwater near intersection of McElroy Rd and Range Rd, watch for signs on the highway.

REAL ESTATE AUCTION:

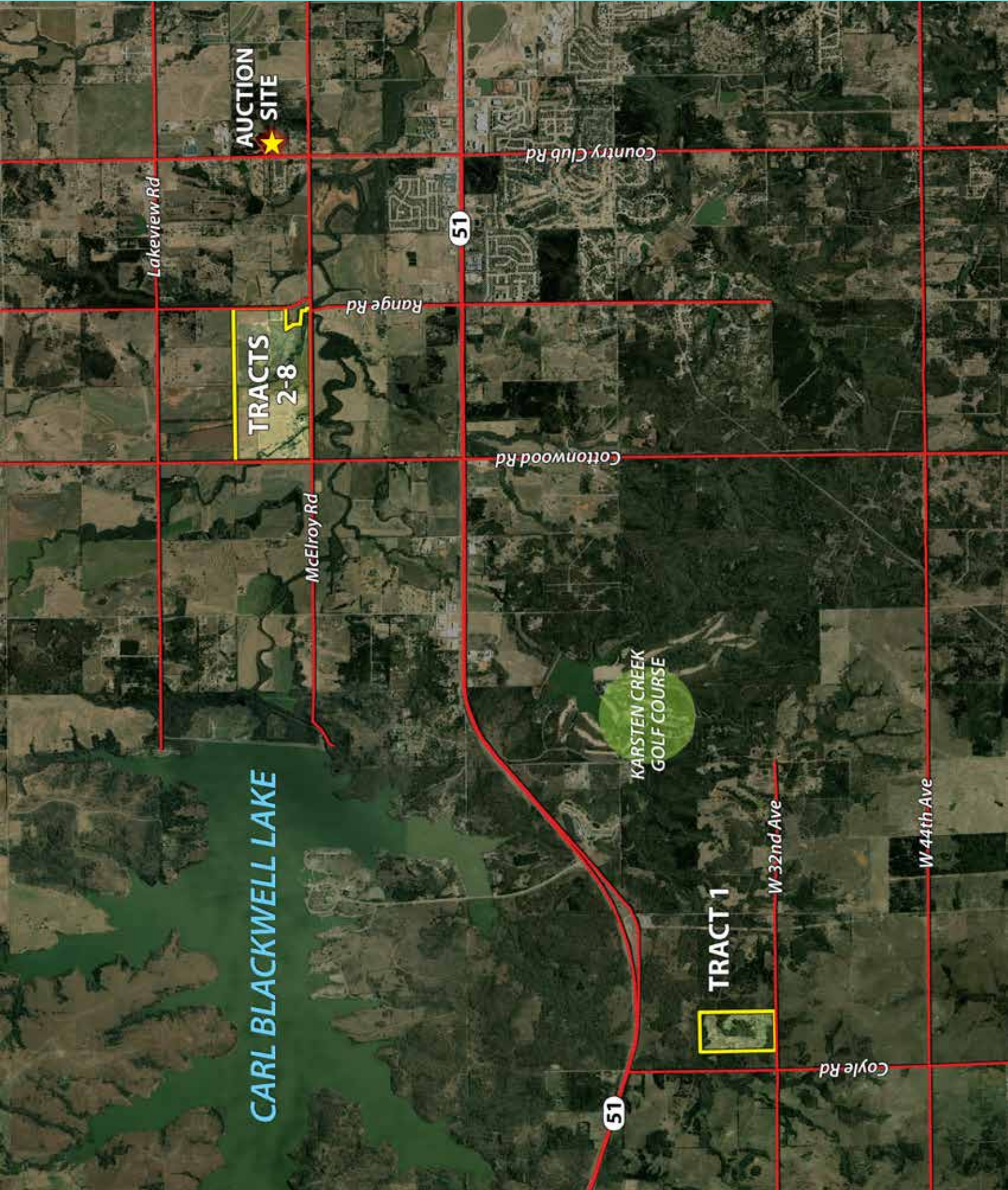
Meditations Event Venue,
1205 N Country Club Rd,
Stillwater, OK 74075

Inspections:

from 9:00 - 11:00 am
Tuesday, September 7
Friday, September 24
Tuesday, September 28
Meet a Schrader
Representative at
Tracts 1 & 6

TRACT MAPS

TRACT MAP



AUCTION SITE

TRACTS 2-8

TRACT 1

CARL BLACKWELL LAKE

KARSTEN CREEK GOLF COURSE

Lakeview Rd

McElroy Rd

Range Rd

Cottonwood Rd

Country Club Rd

W 32nd Ave

W 44th Ave

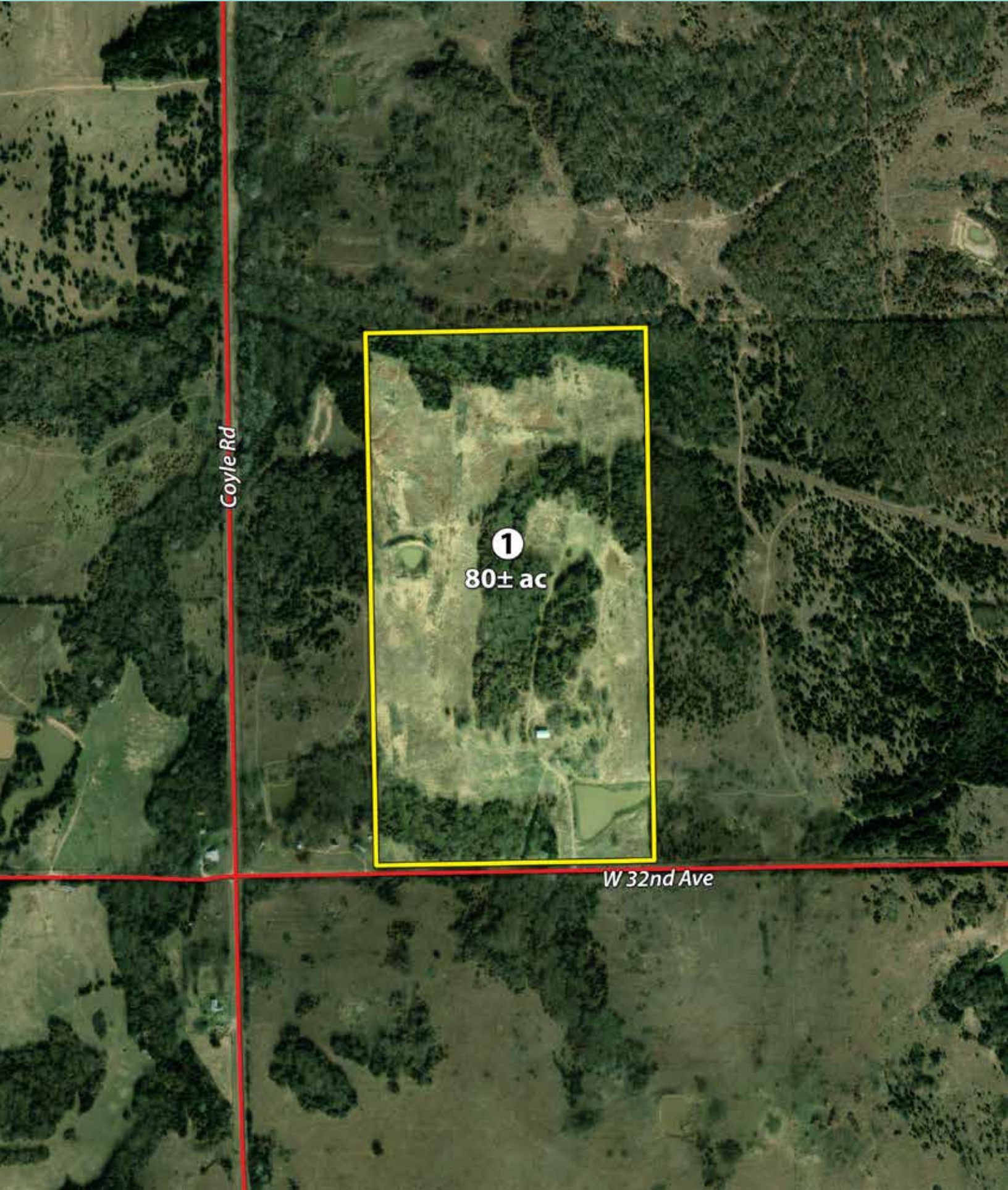
Coyle Rd

51

51

TRACT MAP

TRACT 1



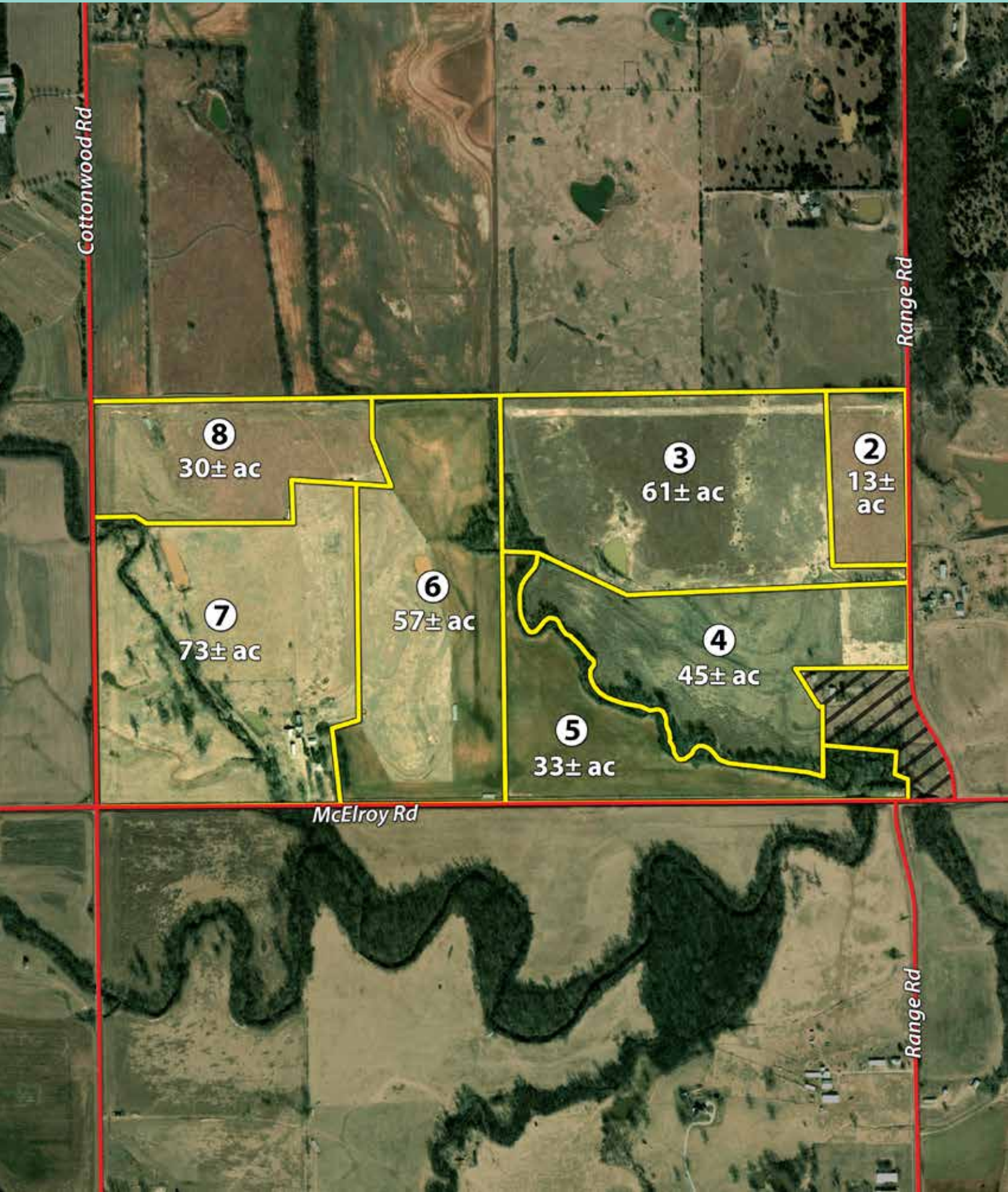
Coyle Rd

1
80± ac

W 32nd Ave

TRACT MAP

TRACTS 2-8



TRACT DESCRIPTIONS

Major LAND AUCTION

Tuesday, September 28 PAYNE COUNTY, OKLAHOMA
Starting at 5:00pm • Online Bidding Available

392[±] acres

offered in 8 Tracts and Combinations

Rarely does an opportunity such as the Hair Ranch present itself to the marketplace. 312± contiguous acres just outside Stillwater city limits, which feature: tillable bottomland, established hay meadows, excellent native & improved grass pastures plus potential building sites. The Hair Ranch offers something for a large variety of different Buyers. Additionally, Tract 1 off Coyle Road is an outstanding recreational property and place to build a home with rural water in place. Bordering OSU land, this parcel represents an opportunity to acquire some of Payne County's most premier hunting & recreational land (check out the trail camera photos). Don't miss the opportunity to evaluate such an exciting land offering in Payne County!



TRACT 1: 80± acres located on W 32nd Ave just east of Coyle Road that is a beautiful property! Two awesome ponds, mixture of open meadows, mature oak trees and other hardwoods along with a metal pole barn, electric and rural water in place. Do not overlook this beautiful property and the opportunity for a recreational paradise or potential building site that borders Oklahoma State University land!

TRACT 2: 13± acres located off N Range Road with incredible views of the eastern sky, currently in native grass hay production, this is an excellent tract!

TRACT 3: 61± acres off Range Road with an excellent pond and unbeatable views of the western sunset, currently in native grass hay production.

TRACT 4: 45± acres off Range Road that borders Dry Creek, huge trees and lots of potential here to make it your own.

TRACT 5: 33± acres off McElroy Road, 24 tillable acres per FSA with Easpor Loam and Port Silt Loam soils, productive Stillwater Creek bottomland!

TRACT 6: 57± acres off McElroy Road that is a combination of tillable land and pasture, along with an excellent stock pond.

TRACT 7: 73± acres, cross-fenced with huge trees lining the creek. Also included is a 1 Bedroom, 1 Bath, 845 sq. ft. farmhouse currently leased for rental income, working pens, 2 barns and an open bay equipment shed with electric and rural water in place.

TRACT 8: 30± acres, established Hay Meadow with awesome views to both east and west skies!

Land Auction Terms and Conditions:

PROCEDURE: Tracts 1 through 8 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.

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.**

BUYER'S PREMIUM: A 4% Buyer's Premium will be added to the Bid Price and included in the Contract Purchase Price. **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 of the land 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" will not include any mineral rights.

SURVEY: The Seller shall provide a new survey where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Any need for a new survey shall be determined solely by the Seller. Seller and successful bidder shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the Seller's option and sufficient for providing title insurance. Closing prices shall be adjusted to reflect any difference between advertised and surveyed acres, if a new survey is determined to be necessary by the Seller.

ACREAGE, SQUARE FOOTAGES AND TRACTS: All acreages 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.** **CORRECTIONS AND CHANGES:** Please arrive prior to scheduled auction time to inspect any changes or additions to the property information.

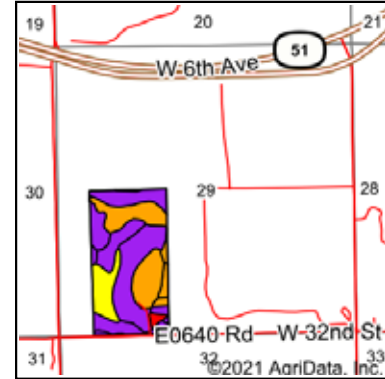
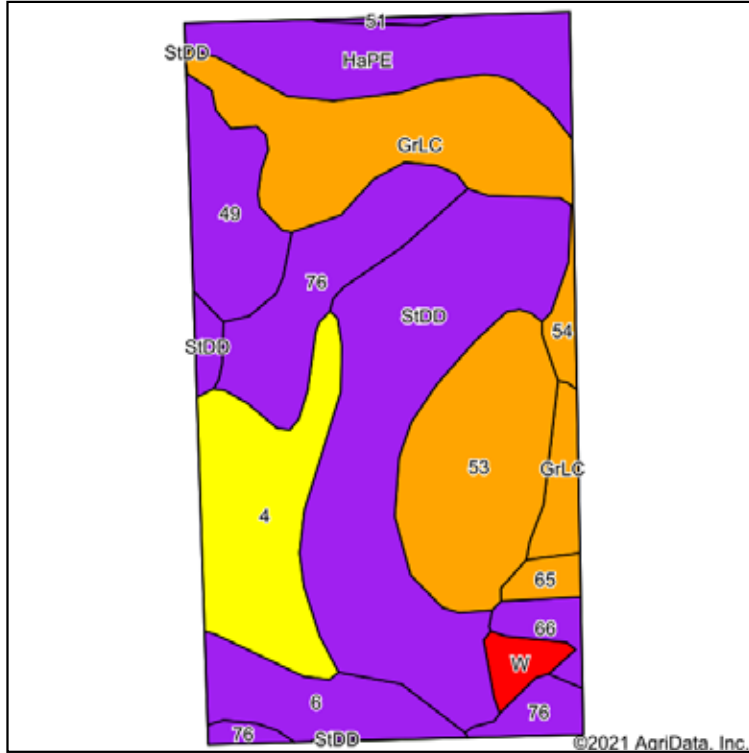
Personal Property Terms:

Payments may be made online in the form of credit card (4% surcharge on credit card payments). Or call in to the main office at 800-451-2709 to pay by ACH (check by phone), wire transfer, or credit card. Please do not mail in checks.

SOILS MAPS

SOILS MAP

TRACT 1

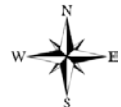


State: **Oklahoma**
 County: **Payne**
 Location: **29-19N-1E**
 Township: **Stillwater**
 Acres: **82.8**
 Date: **8/12/2021**



Maps Provided By

 CUSTOMIZED ONLINE MAPPING
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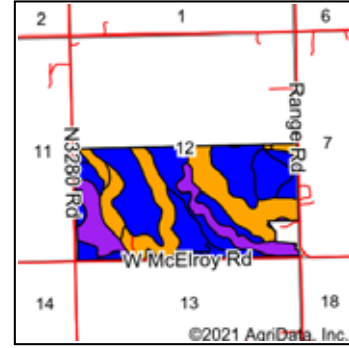
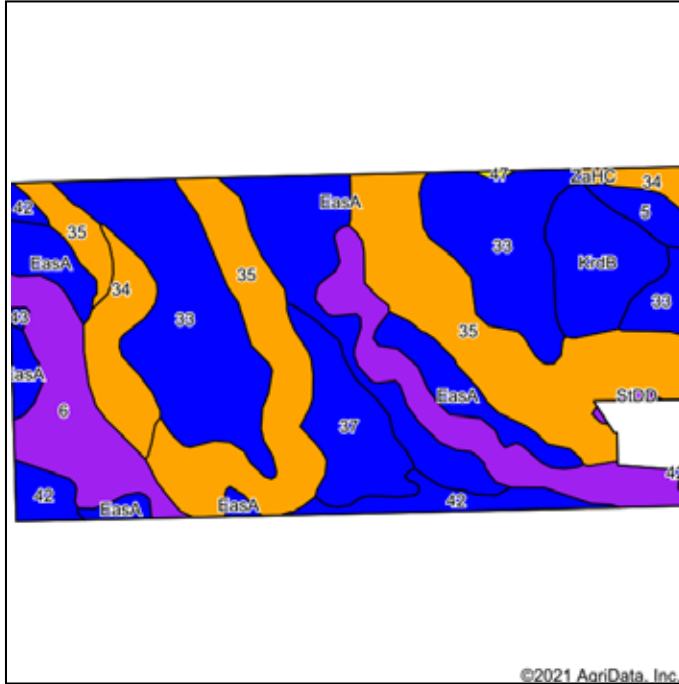
Soils data provided by USDA and NRCS.

Area Symbol: OK119, Soil Area Version: 20													
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Alfalfa hay	Cotton lint	Grain sorghum	Improved bermudagrass	Introduced bluestem	Peanuts	Soybeans	Wheat
StDD	Stephenville-Darnell complex, 3 to 8 percent slopes, rocky	20.46	24.7%		Ve					4	2		
GrLC	Grainola-Lucien complex, 1 to 5 percent slopes	12.41	15.0%		Ille			21		4			16
53	Stephenville fine sandy loam, 1 to 3 percent slopes	10.41	12.6%		Ille			1		4	1		17
4	Coyle loam, 3 to 5 percent slopes, eroded	9.29	11.2%		Ive			33		4		990	15
76	Coyle and Zaneis soils, 3 to 5 percent slopes, severely eroded	8.52	10.3%		Vle					3			
HaPE	Harrah-Pulaski frequently flooded complex, 0 to 12 percent slopes, very rocky	7.75	9.4%		Vle					4			1
49	Renfrow and Grainola soils, 3 to 8 percent slopes, severely eroded	4.91	5.9%		Vle					2			
6	Pulaski fine sandy loam, 0 to 1 percent slopes, frequently flooded	4.57	5.5%		Vw	4		4		7	5		2 2
66	Masham silty clay loam, 5 to 20 percent slopes	1.31	1.6%		Vle			1		2			1 1
W	Water	1.17	1.4%		VIII								
54	Stephenville fine sandy loam, 3 to 5 percent slopes	0.89	1.1%		Ille			4		1	1		2
65	Grainola clay loam, 3 to 5 percent slopes	0.88	1.1%		Ille		13	29		4			15
51	Stephenville fine sandy loam, 3 to 5 percent slopes, severely eroded	0.23	0.3%		Vle			1		3			
Weighted Average						0.2	0.1	7.6	3.8	0.9	111.1	0.1	6.6

Soils data provided by USDA and NRCS.

SOILS MAP

TRACTS 2-8



State: **Oklahoma**
 County: **Payne**
 Location: **12-19N-1E**
 Township: **Stillwater**
 Acres: **304.4**
 Date: **8/12/2021**



Soils data provided by USDA and NRCS.

Area Symbol: OK119, Soil Area Version: 20

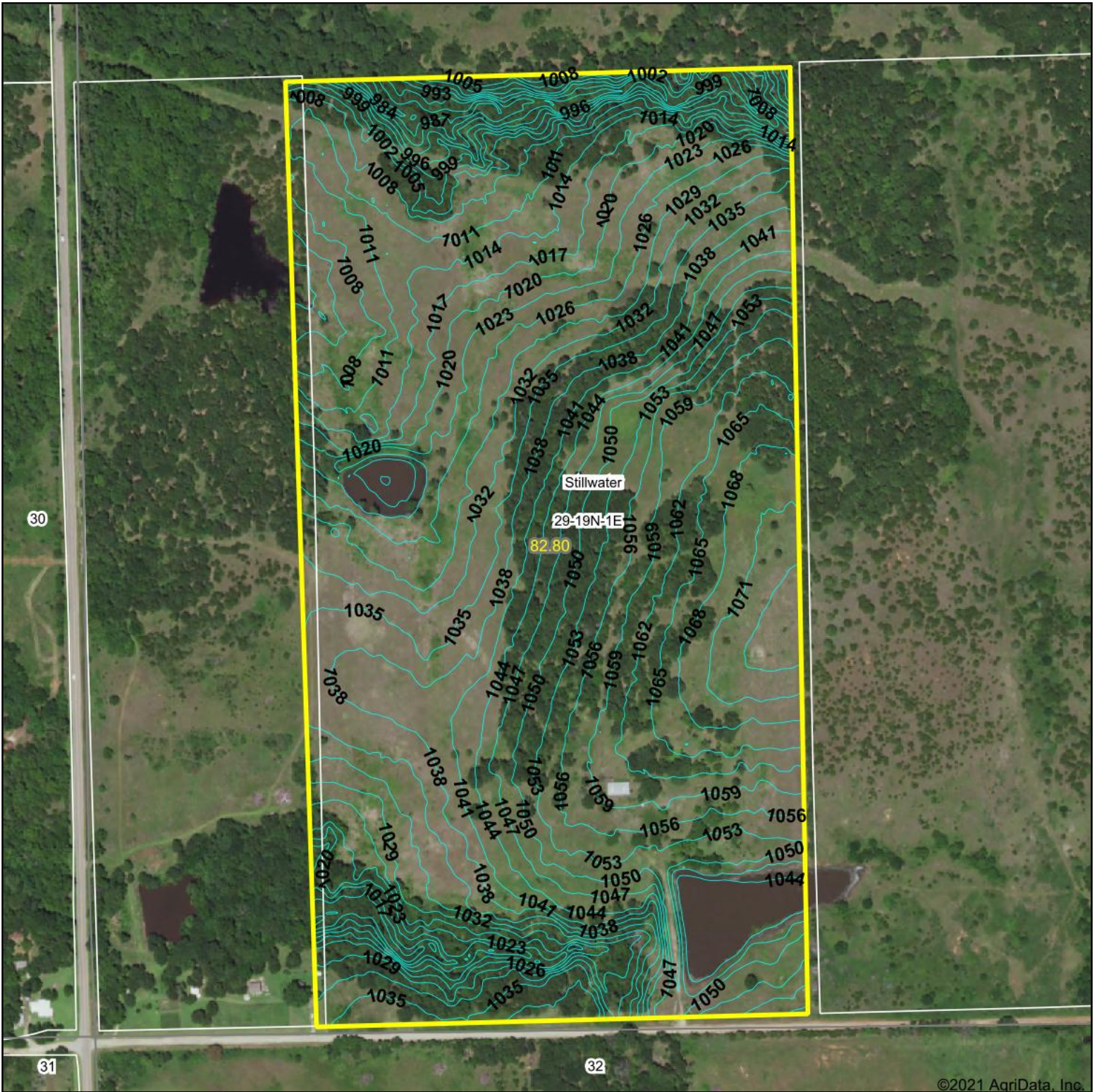
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Irr Class	Alfalfa hay	Cotton lint	Grain sorghum	Improved bermudagrass	Introduced bluestem	Peanuts	Soybeans	Wheat
35	Norge loam, 3 to 5 percent slopes, eroded	80.33	26.4%		Ille									
33	Norge loam, 1 to 3 percent slopes	67.28	22.1%		Ile		3	360	49		6	5	75	30
6	Pulaski fine sandy loam, 0 to 1 percent slopes, frequently flooded	44.97	14.8%		Vw		4		4		7	5		2 2
EasA	Easpor loam, 0 to 1 percent slopes, occasionally flooded	44.11	14.5%		Ilw		5		48		9		26	33
KrdB	Kirkland silt loam, 1 to 3 percent slopes	16.72	5.5%		Ils	Ils		50	34		4	5		33
37	Port silt loam, 0 to 1 percent slopes, occasionally flooded	16.44	5.4%		Ilw		5	13	49		9		48	34
34	Norge loam, 3 to 5 percent slopes	15.54	5.1%		Ille		3	348	46		6	4		29
42	Ashport silty clay loam, 0 to 1 percent slopes, occasionally flooded	12.87	4.2%		Ilw		5	31	49		9	8	32	27 34
5	Bethany silt loam, 1 to 3 percent slopes	4.31	1.4%		Ile	Ile		302	44		5	5		30
StDD	Stephenville-Darnell complex, 3 to 8 percent slopes, rocky	0.59	0.2%		Ve						4	2		
ZaHC	Zaneis-Huska complex, 1 to 5 percent slopes	0.54	0.2%		Ille		2	194	27		5			19
43	Pulaski fine sandy loam, 0 to 1 percent slopes, occasionally flooded	0.44	0.1%		Ile		4	376	48		7	5	1360	2 30
47	Renfrow loam, 3 to 5 percent slopes, eroded	0.26	0.1%		IVe			28	4		3			15
Weighted Average							2.6	107.3	28.1		5.2	2.7	22.5	5.2 18.8

Soils data provided by USDA and NRCS.

TOPOGRAPHY MAPS

TOPOGRAPHY MAP

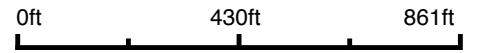
TRACT 1



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Source: USGS 3 meter dem
Interval(ft): 3.0
Min: 982.0
Max: 1,076.0
Range: 94.0
Average: 1,035.6
Standard Deviation: 20.18 ft



8/12/2021

29-19N-1E
Payne County
Oklahoma

Map Center: 36° 5' 25.95, -97° 13' 30.56

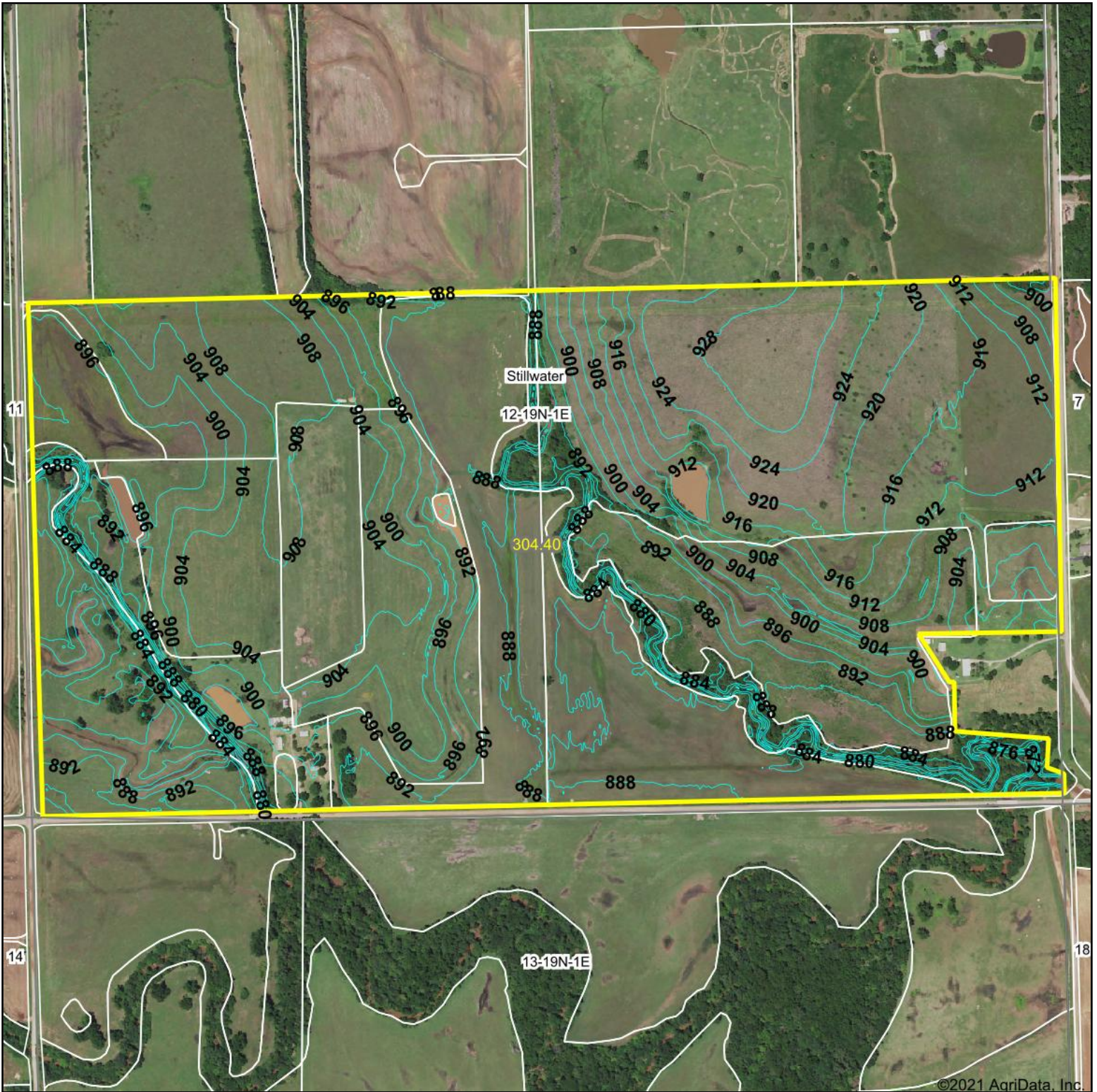


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Field borders provided by Farm Service Agency as of 5/21/2008.

TOPOGRAPHY MAP

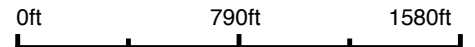
TRACTS 2-8



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Source: USGS 3 meter dem
 Interval(ft): 4.0
 Min: 867.8
 Max: 931.3
 Range: 63.5
 Average: 900.5
 Standard Deviation: 12.5 ft



8/12/2021

12-19N-1E
 Payne County
 Oklahoma

Map Center: 36° 8' 1.63, -97° 8' 57.68

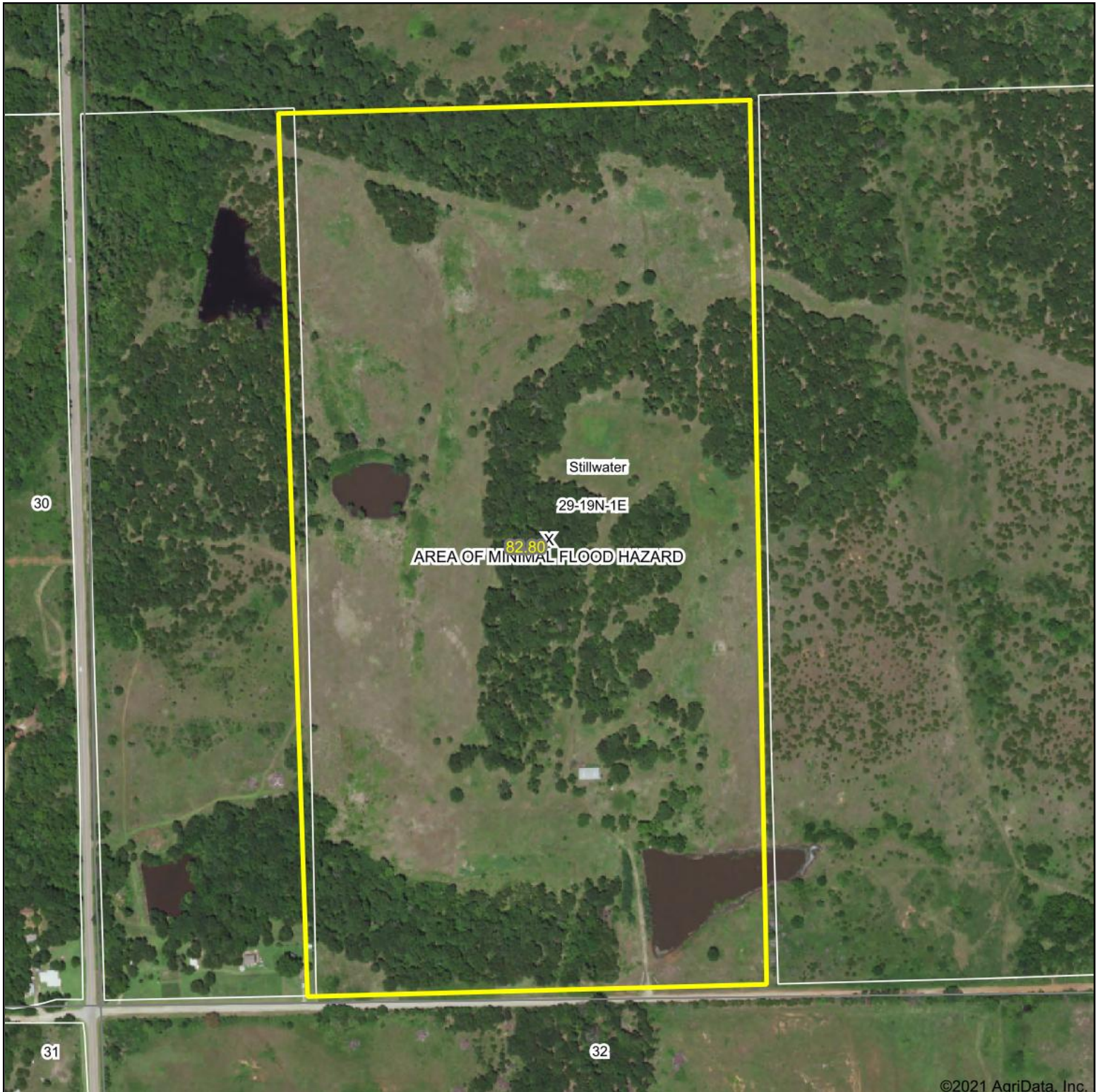


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 Field borders provided by Farm Service Agency as of 5/21/2008.

FLOOD ZONE MAPS

FLOOD ZONE MAP

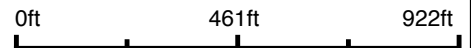
TRACT 1



©2021 AgriData, Inc.



Map Center: 36° 5' 25.95, -97° 13' 30.56



29-19N-1E
Payne County
Oklahoma

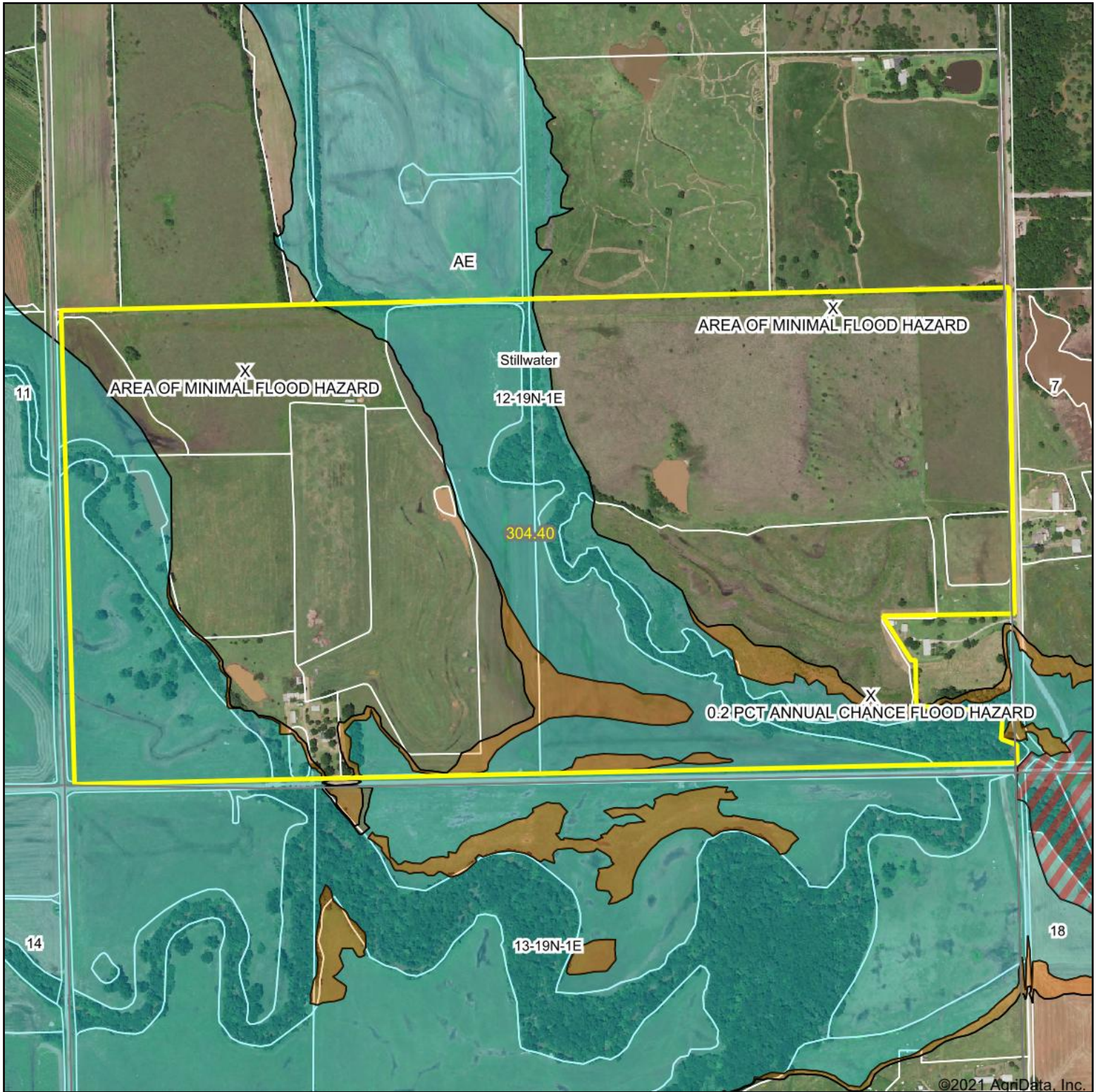


8/12/2021

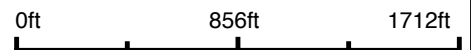


FLOOD ZONE MAP

TRACTS 2-8



Map Center: 36° 8' 1.63, -97° 8' 57.68



12-19N-1E
Payne County
Oklahoma



8/12/2021



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TAX STATEMENT

TAX STATEMENT

TRACT 1

Tax Roll Inquiry

Payne County Treasurer

Carla Manning, Treasurer

315 West Sixth Street, Suite 101, Stillwater, OK 74074

Phone: 405-624-9411

Fax: 405-372-9548

E-Mail: cmanning@paynecountytreasurer.org



20200008885

Owner Name and Address

PALMETTO AGRIBUSINESS, LLC

320 N RANGE RD

STILLWATER OK 74075-1986

Taxroll Information

Tax Year : 2020
Property ID : 19N01E-29-3-00000-000-0502
Location : 11812 W 32ND ST STILLWATER
School District : COY-R Coyle Rural Mills : 72.72
Type of Tax : Real Estate
Tax ID : 8885

Legal Description and Other Information:

29-19N-01E C-502 (80acm/l) E/2 W/2 SW/4 & W/2 E/2 SW/4

Assessed Valuations	Amount
Land	2550
Improvements	1613
Net Assessed	4163

Tax Values	Amount
Base Tax	303.00
Penalty	0.00
Fees	0.00
Payments	303.00
Total Paid	303.00
Total Due	0.00

Date	Receipt	Paid With	Payment For	Amount	Paid By
12/28/2020	13691	Check	Taxes	303.00	PALMETTO ESTATES LLC ->Check# 1883

Login (build: 2343:20210713.2)

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TAX STATEMENT

TRACTS 2-5

Tax Roll Inquiry

Payne County Treasurer

Carla Manning, Treasurer

315 West Sixth Street, Suite 101, Stillwater, OK 74074

Phone: 405-624-9411

Fax: 405-372-9548

E-Mail: cmanning@paynecountytreasurer.org



20200086757

Owner Name and Address

PALMETTO AGRIBUSINESS, LLC

320 N RANGE RD

STILLWATER OK 74075-1986

Taxroll Information

Tax Year : 2020
Property ID : 19N01E-12-2-00000-000-0252
Location : N RANGE RD STILLWATER
School District : STW-R Stillwater Rural Mills : 97.36
Type of Tax : Real Estate
Tax ID : 86757

Legal Description and Other Information:

12-19N-01E B-252 (152.03acm/l) SE/4 LESS TR BEG 135.87'N SE/C SE/4; N69^W-119.43' N04^E-146.59' N85^W-477.13' N-251.33' S86^W-24.01' N32^W-291.15' E-760.13' S-723.13' POB

Assessed Valuations	Amount
Land	4888
Improvements	0
Net Assessed	4888

Tax Values	Amount
Base Tax	476.00
Penalty	0.00
Fees	0.00
Payments	476.00
Total Paid	476.00
Total Due	0.00

Date	Receipt	Paid With	Payment For	Amount	Paid By
12/28/2020	13693	Check	Taxes	476.00	PALMETTO ESTATES LLC ->Check# 1883

Login (build: 2343:20210713.2)

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TAX STATEMENT

TRACTS 6-8

Tax Roll Inquiry

Payne County Treasurer

Carla Manning, Treasurer

315 West Sixth Street, Suite 101, Stillwater, OK 74074

Phone: 405-624-9411

Fax: 405-372-9548

E-Mail: cmanning@paynecountytreasurer.org



20200007613

Owner Name and Address

PALMETTO AGRIBUSINESS, LLC

320 N RANGE RD

STILLWATER OK 74075-1986

Taxroll Information

Tax Year : 2020
Property ID : 19N01E-12-3-00000-000-0501
Location : 7022 W MCELROY STILLWATER
School District : STW-R Stillwater Rural Mills : 97.36
Type of Tax : Real Estate
Tax ID : 7613

Legal Description and Other Information:

12-19N-01E C-501 (160acm/l) SW/4

Assessed Valuations	Amount
Land	6140
Improvements	9397
Net Assessed	15537

Tax Values	Amount
Base Tax	1,513.00
Penalty	0.00
Fees	0.00
Payments	1,513.00
Total Paid	1,513.00
Total Due	0.00

Date	Receipt	Paid With	Payment For	Amount	Paid By
12/28/2020	13690	Check	Taxes	1,513.00	PALMETTO ESTATES LLC ->Check# 1883

Login (build: 2343:20210713.2)

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PRELIMINARY TITLE

PRELIMINARY TITLE TRACT 1

COMMITMENT FOR TITLE INSURANCE

Issued By
AMERICAN EAGLE TITLE INSURANCE COMPANY

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.: SW210820603
Issuing Office File No.: SW210820603
Property Address: 80 acres Coyle Road, Stillwater, OK 74075

SCHEDULE A

1. Commitment Date: August 11, 2021 at 07:00 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 is, at the Commitment Date, vested in:

Palmetto Agribusiness LLC.
5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

Community Escrow & Title Co.

AMERICAN EAGLE TITLE INSURANCE COMPANY

By: 

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

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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PRELIMINARY TITLE TRACT 1

COMMITMENT FOR TITLE INSURANCE

Issued By
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.

Warranty Deed from Palmetto Agribusiness LLC, an Oklahoma limited liability company to To Be Determined.

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 August 11, 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.

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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PRELIMINARY TITLE TRACT 1

SCHEDULE B (Continued)

11. With respect to Palmetto Agribusiness LLC, furnish a complete copy of its Articles of Organization; operating agreement and any amendments thereto; Verification of Good Standing; and satisfactory evidence of the authority of the officers, managers, or members to execute the documents required to close the proposed transaction.
12. ****24 Month Chain of Title**** The current record owners, as shown on Schedule A herein, have been in continuous and uninterrupted title since December 10, 2013, by way of a Warranty Deed recorded in Book 2145, page 518.
13. Prior to closing, the company must have information whether the real property recording office for the county in which the Land is located is closed due to the COVID-19 emergency. If recording has been restricted, specific underwriting approval is required; and, additional requirements may be made.

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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PRELIMINARY TITLE TRACT 1

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. 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.
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.

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PRELIMINARY TITLE TRACT 1

SCHEDULE B (Continued)

11. 33-foot statutory section line right-of-way along all exterior section lines.
12. Right of Way in favor of Standolind Pipe Line Company, recorded on December 12, 1933, in Book 50 Misc., page 56.
13. Right of Way in favor of Standolind Pipe Line Company, recorded on December 12, 1933, in Book 50 Misc., page 66.
14. Right of Way Easement in favor of Rural Water Corp No. 3, recorded on April 12, 1977, in Book 325, page 447.
15. Right of Way Easement in favor of Central Rural Electric Cooperative, Inc., recorded on February 22, 2016, in Book 2310, page 276.

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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PRELIMINARY TITLE TRACT 1

COMMITMENT FOR TITLE INSURANCE

Issued By
AMERICAN EAGLE TITLE INSURANCE COMPANY

SCHEDULE C

The Land is described as follows:

The East Half (E/2) of the West Half (W/2) of the Southwest Quarter (SW/4) and the West Half (W/2) of the East Half (E/2) of the Southwest Quarter (SW/4) of Section Twenty-nine (29), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, State of Oklahoma, according to the U.S. Government Survey thereof.

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PRELIMINARY TITLE TRACTS 2-5

COMMITMENT FOR TITLE INSURANCE

Issued By
AMERICAN EAGLE TITLE INSURANCE COMPANY

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.: SW210820604
Issuing Office File No.: SW210820604
Property Address: N Range Rd., Stillwater, OK 74075
Revision No.: 1

SCHEDULE A

1. Commitment Date: August 11, 2021 at 07:00 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 is, at the Commitment Date, vested in:

Palmetto Agribusiness LLC
5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

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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PRELIMINARY TITLE TRACTS 2-5

SCHEDULE A (Continued)

Community Escrow & Title Co.

AMERICAN EAGLE TITLE INSURANCE COMPANY

By: 

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

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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PRELIMINARY TITLE TRACTS 2-5

COMMITMENT FOR TITLE INSURANCE

Issued By
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.

Warranty Deed from Palmetto Agribusiness LLC, an Oklahoma limited liability company to To Be Determined.

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 August 11, 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.

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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PRELIMINARY TITLE TRACTS 2-5

SCHEDULE B (Continued)

11. With respect to Palmetto Agribusiness LLC, furnish a complete copy of its Articles of Organization; operating agreement and any amendments thereto; Verification of Good Standing; and satisfactory evidence of the authority of the officers, managers, or members to execute the documents required to close the proposed transaction.
12. ****24 Month Chain of Title**** The current record owners, as shown on Schedule A herein, have been in continuous and uninterrupted title since December 10, 2013, by way of a Warranty Deed recorded in Book 2145, page 518.
13. Prior to closing, the company must have information whether the real property recording office for the county in which the Land is located is closed due to the COVID-19 emergency. If recording has been restricted, specific underwriting approval is required; and, additional requirements may be made.

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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PRELIMINARY TITLE TRACTS 2-5

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. 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.
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.

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PRELIMINARY TITLE TRACTS 2-5

SCHEDULE B (Continued)

11. 33-foot statutory section line right-of-way along all exterior section lines.
12. Right of Way in favor of the State of Oklahoma for use by Oklahoma Agriculture and Mechanical College, recorded on October 16, 1948, in Book 91 Misc., page 99.
13. Right of Way Easement in favor of Rural Water Corp No. 3, recorded on January 4, 1971, in Book 186 Misc., page 171.
14. Right of Way Easement in favor of Rural Water Corp No. 3, recorded on November 12, 1971, in Book 190 Misc., page 304.
15. Easement for Impound in favor of Oklahoma Conservancy District No. 16, in Payne and Noble Counties, recorded on January 2, 1973, in Book 196 Misc., page 96.
16. Right of Way Easement in favor of AtlanticRichfield Company, recorded on September 11, 1984, in Book 630, page 504.
17. Easement for Public Highway in favor of Payne County, recorded on June 23, 1992, in Book 983, page 772.
18. Right of Way Easement in favor of Rural Water Corp No. 3, recorded on April 12, 1999, in Book 1211, page 149.
19. Easement for Public Highway in favor of Payne County, recorded on February 14, 2012, in Book 2001, page 889.
20. Easement and Right of Way in favor of B&W Operating, LLC, recorded on May 22, 2014, in Book 2182, page 372.
21. Right of Way Easement in favor of Central Rural Electric Cooperative, recorded on August 29, 2014, in Book 2207, page 839.
22. Right of Way in favor of TOMPC LLC, recorded on June 25, 2015, in Book 2266, page 933. With Amended Exhibit "A" recorded on August 13, 2015, in Book 2280, page 813.
23. Surface Damage Agreement, recorded on September 28, 2015, in Book 2288, page 95.
24. Decree of Incorporation of the Conservancy District No. 16, of Payne and Noble Counties, recorded on July 29, 1958, in Book 134 Misc., Page 379.

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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PRELIMINARY TITLE TRACTS 2-5

COMMITMENT FOR TITLE INSURANCE

Issued By
AMERICAN EAGLE TITLE INSURANCE COMPANY

SCHEDULE C

The Land is described as follows:

The Southeast Quarter (SE/4) of Section Twelve (12), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, Oklahoma; less and except a part of the Southeast Quarter (SE/4) of Section Twelve (12), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast Corner (SE/cor) of Section 12; Thence N00°07'58"E along the Section line 135.87 feet to the Point of Beginning; Thence N69°13'13"W 119.43 feet; Thence N04°54'10"E 146.59 feet; Thence N85°56'05"W 477.13 feet; Thence N00°45'46"W 251.33 feet; Thence S86°32'51"W 24.01 feet; Thence N32°24'32"W 291.15 feet; Thence N89°36'27"E 760.13 feet to a point on the East line of the Southeast Quarter (SE/4); Thence S00°07'58"W along the Section line 723.13 feet to the Point of Beginning.

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PRELIMINARY TITLE TRACTS 6-8

COMMITMENT FOR TITLE INSURANCE

Issued By
AMERICAN EAGLE TITLE INSURANCE COMPANY

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.: SW210820605
Issuing Office File No.: SW210820605
Property Address: 7022 W McElroy Rd., Stillwater, OK 74075
Revision No.: 1

SCHEDULE A

1. Commitment Date: August 11, 2021 at 07:00 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 is, at the Commitment Date, vested in:

Palmetto Agribusiness LLC, an Oklahoma limited liability company
5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

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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PRELIMINARY TITLE TRACTS 6-8

SCHEDULE A (Continued)

Community Escrow & Title Co.

AMERICAN EAGLE TITLE INSURANCE COMPANY

By: 

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

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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PRELIMINARY TITLE TRACTS 6-8

COMMITMENT FOR TITLE INSURANCE

Issued By
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.

Warranty Deed from Palmetto Agribusiness LLC, an Oklahoma limited liability company to To Be Determined.

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 August 11, 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 TRACTS 6-8

SCHEDULE B (Continued)

11. With respect to Palmetto Agribusiness LLC, furnish a complete copy of its Articles of Organization; operating agreement and any amendments thereto; Verification of Good Standing; and satisfactory evidence of the authority of the officers, managers, or members to execute the documents required to close the proposed transaction.
12. ****24 Month Chain of Title**** The current record owners, as shown on Schedule A herein, have been in continuous and uninterrupted title since December 10, 2013, by way of a Warranty Deed recorded in Book 2145, page 518.
13. Prior to closing, the company must have information whether the real property recording office for the county in which the Land is located is closed due to the COVID-19 emergency. If recording has been restricted, specific underwriting approval is required; and, additional requirements may be made.

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PRELIMINARY TITLE TRACTS 6-8

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. 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.
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.

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PRELIMINARY TITLE TRACTS 6-8

SCHEDULE B (Continued)

11. 33-foot statutory section line right-of-way along all exterior section lines.
12. Right of Way in favor of the State of Oklahoma for use by Oklahoma Agriculture and Mechanical College, recorded on October 16, 1948, in Book 91 Misc., page 97.
13. Right of Way Easement in favor of Rural Water Corp No. 3, recorded on January 4, 1971, in Book 186 Misc., page 170.
14. Right of Way Easement in favor of Rural Water Corp No. 3, recorded on December 6, 1971, in Book 190 Misc., page 305.
15. Right of Way Easement in favor of AtlanticRichfield Company, recorded on January 10, 1983, in Book 606, page 960.
16. Right of Way Easement in favor of AtlanticRichfield Company, recorded on July 28, 1983, in Book 621, page 607.
17. Easement and Right of Way in favor of B&W Operating, LLC, recorded on May 22, 2014, in Book 2182, page 375.
18. Right of Way Easement in favor of Central Rural Electric Cooperative, recorded on August 29, 2014, in Book 2207, page 839.
19. Right of Way in favor of TOMPC LLC, recorded on June 25, 2015, in Book 2266, page 933. With Amended Exhibit "A" recorded on August 13, 2015, in Book 2280, page 813.
20. Surface Damage Agreement, recorded on September 28, 2015, in Book 2288, page 92.
21. Surface Damage Agreement, recorded on September 28, 2015, in Book 2288, page 95.
22. Decree of Incorporation of the Conservancy District No. 16, of Payne and Noble Counties, recorded on July 29, 1958, in Book 134 Misc., Page 379.

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PRELIMINARY TITLE TRACTS 6-8

COMMITMENT FOR TITLE INSURANCE

Issued By
AMERICAN EAGLE TITLE INSURANCE COMPANY

SCHEDULE C

The Land is described as follows:

The Southwest Quarter (SW/4) of Section Twelve (12), Township Nineteen (19) North, Range One (1) East of the Indian Meridian, Payne County, State of Oklahoma, according to the U. S. Government Survey thereof.

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PROPERTY PHOTOS

TRACT 1



TRACT 1



TRACT 1



TRACT 1



TRACT 1



TRACT 1



TRACT 1



TRACT 1



TRACTS 2-8 - Northeast View



TRACT 2



TRACT 2



TRACT 2



TRACT 2



TRACT 2



TRACT 3



TRACT 3



TRACT 4



TRACT 5



TRACT 6



TRACT 6



TRACT 6



TRACT 6



TRACT 6



TRACT 7



TRACT 7



TRACT 7



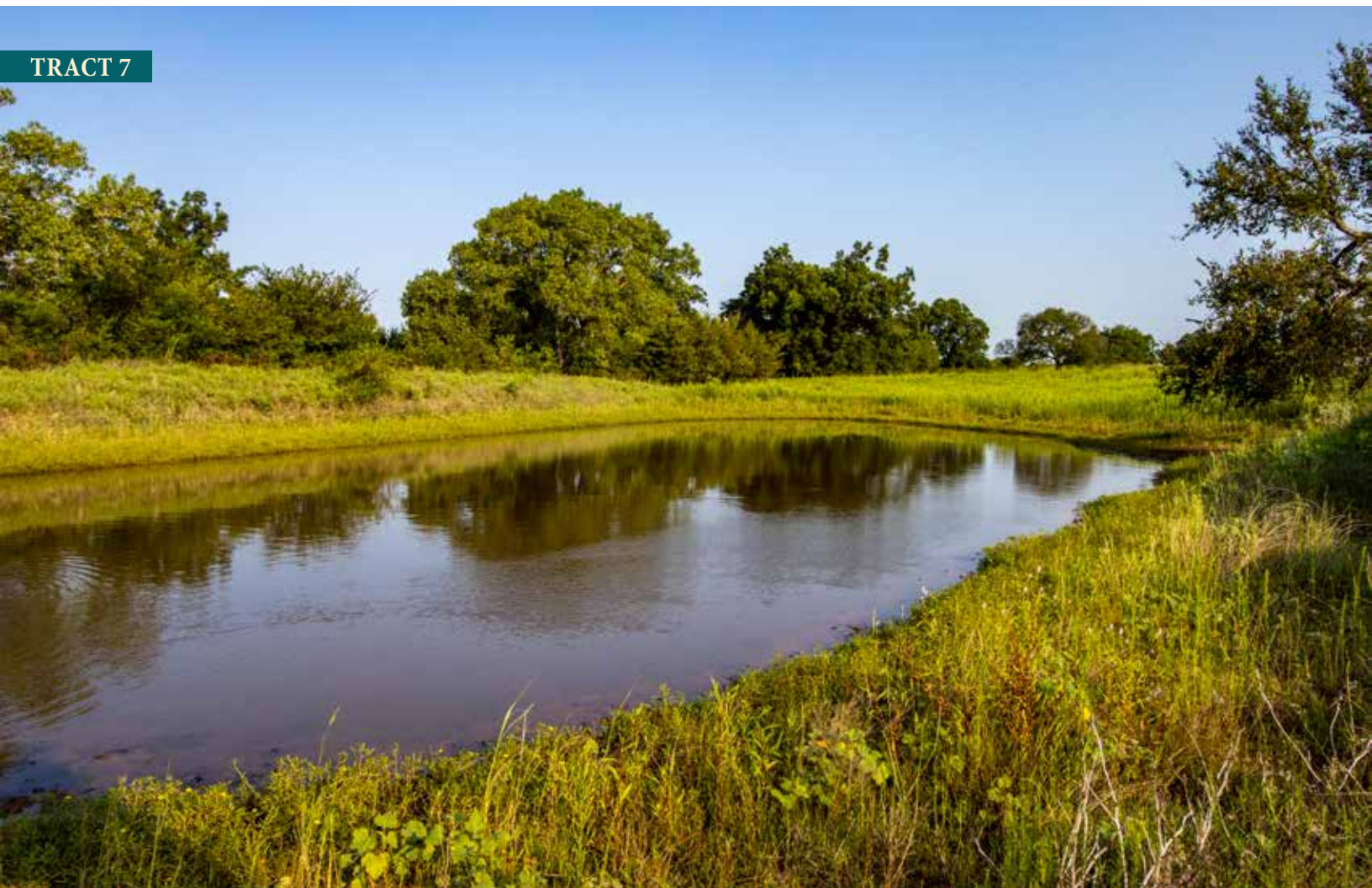
TRACT 7



TRACT 7



TRACT 7



TRACT 7



TRACT 8



PERSONAL PROPERTY

Timed Online Only AUCTION

Farm Equipment
& Personal Property

PAYNE COUNTY, OKLAHOMA
Lots Begin Closing Thursday, September 30 at 10am

FARM EQUIPMENT

John Deere 6115D MFWD, New Holland TM155, Ford 555 Backhoe, Diesel, New Holland 1411 Disc Bine, 8 wheel V-Rake, New Holland 7070 Round Baler Extra Sweet Pickup, New Holland 575 square baler, 27ft Deutz-Allis 1300 Field Cultivator w/ single bar drag, 16ft Cultimulcher, 12ft Schafer Offset Disc, (2) 13ft John Deere 8350 Dual Box Drill, 10 shank Graham Hoeme Plow, 7ft Box Grader, Rhino 15ft Batwing Mower



ANTIQUE/BARN FIND CARS

1955 Oldsmobile Super "88" 4 Door Sedan, Chrysler Imperial 4 Door Sedan, Plymouth Fury 4 door Sedan, Pontiac Silver Streak Deluxe, Ford F-3, 1951 Chevrolet Stepside Pickup, Dodge 4 Door Sedan, Chevy Truck, Jeep/Willy's

LIVESTOCK RELATED

King Ag Creep Feeder, 12ft x 7ft Skid Creep Feeder, 5ft x 5ft Feed Bin, Assorted cattle supplies and calf feeders



MISCELLANEOUS OFFICE AND HANDYMAN ITEMS

Steel Work Table, Air-Shields Compressor

Oak Antique Lawyer Cabinet w/ (2) Chairs, Quality Household items, Santa Fe Chief Complete Train Set, Misc. Christmas Decorations, Storage Cabinets, Oak 1920's Antique Writing Desk

Assortment of 35 mm Collector Cameras, Office chairs, Whirlpool chest type freezer, Stillwater Milling Company calendar, Selection of antique door hardware, toy piano and antique telegraph key, Assorted pictures and frames, Leather La-Z-Boy recliner, Victrola crank antique record player, Antique radio, Oak antique chest drawers, Leather working station, Dobson MFG CO. Favorite Butter Churn, Antique Oak chest drawers (w/serpentine drawers), Oak cabinets, Antique Singer treadle sewing machine in oak case, Antique Koken Barbers Supply Co. pedestal Chair

Butcher Rack with contents, Push Mower and Fence-Line Mowers, Kobalt Cement Mixer, Fans, Graco Magnum Pro LTS 190 Airless Paint Sprayer, 2 Ton Cherry Picker, Assorted New Air Conditioners in the box





INSPECTION DATES:

September 7 • 9-11am
September 24 • 9-11am
September 28 • 9-11am

PICK UP DATES/TIME:

September 30 • 11am-5pm
October 1 • 7am -5pm

LARGE EQUIPMENT REMOVAL DATE:

October 15th, by appointment only after October 1st.

All Buyers responsible for removal of items, there will be no shipping of any items provided by Schrader

Buyers are responsible for loading large equipment.



PERSONAL PROPERTY TERMS:

Payments may be made online in the form of credit card (4% surcharge on credit card payments). Or call in to the main office at 800-451-2709 to pay by ACH (check by phone), wire transfer, or credit card. Please do not mail in checks.

10% Buyer's Premium.

405.332.5505
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EQUIPMENT QUESTIONS

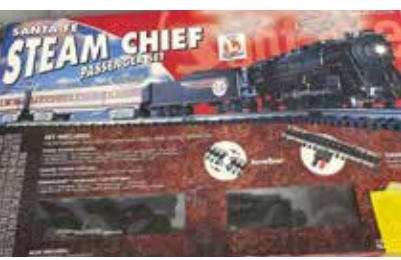
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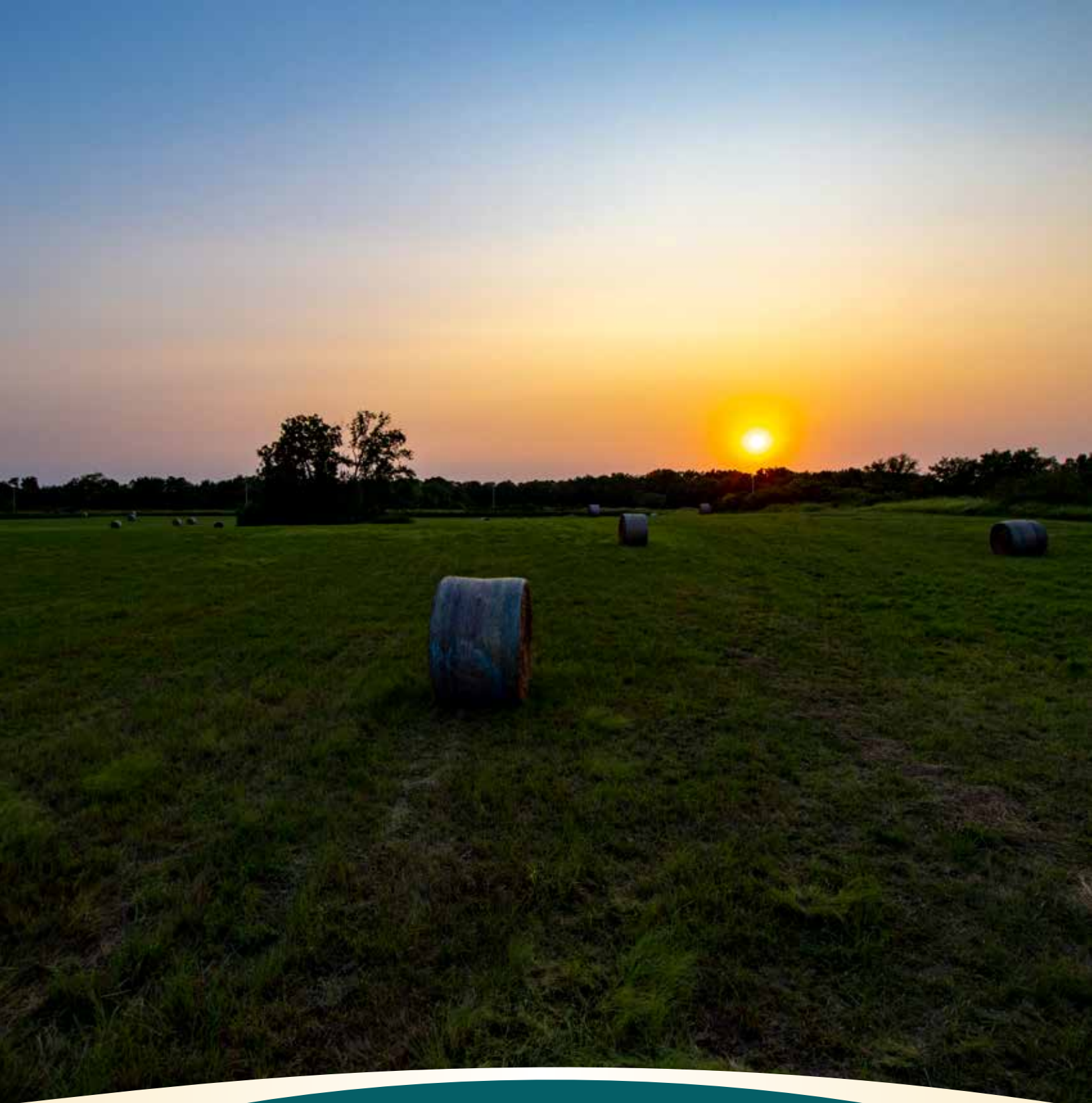
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405.747.0654



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