

Cover page for:

Preliminary Title Insurance Schedules
(with copies of recorded exception documents)

Preliminary title insurance schedules prepared by:

Rogers County Abstract Co.

(File Number: 2024-05-3007)

Auction Tracts 1 - 6
(Rogers County, Oklahoma)

For May 30, 2024 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

James C. Boyd Revocable Living Trust

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

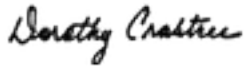
Issuing Agent: Rogers County Abstract Co.
Issuing Office: 221 South Florence Avenue, Ste 130
Claremore, OK 74017
Issuing Office's ALTA® Registry ID: 1151430
Loan ID Number:
Commitment Number: 2024-05-3007
Issuing Office File Number: 2024-05-3007
Property Address: TBD, Claremore, OK 74017
Revision Number: 1

SCHEDULE A

1. Commitment Date: May 9, 2024 7:00 AM
2. Policy to be issued:
 - (a) 2021 ALTA Owner's Policy
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured: **fee simple**
 - (b) 2021 ALTA Loan Policy
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured: **fee simple**
3. The estate or interest in the Land at the Commitment Date is:
fee simple
4. The Title is, at the Commitment Date, vested in:
James C. Boyd as Trustee of The James C. Boyd Revocable Living Trust created on May 16, 2018
*** See requirement #9 below
5. The land is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

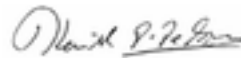
ROGERS COUNTY ABSTRACT CO.
221 South Florence Avenue, Ste 130, Claremore,
OK 74017
Telephone: (918) 341-9105

Countersigned by:

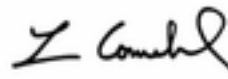


Dorothy Crabtree, License #101498
Rogers County Abstract Co., License #100103657

FIRST AMERICAN TITLE INSURANCE COMPANY
1 First American Way, Santa Ana, CA 92707



By: _____
Kenneth D. DeGiorgio, President



By: _____
Lisa W. Cornehl, Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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.



SCHEDULE B, PART I – Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment of all taxes, charges, assessments, levied and assessed against subject land, which are due and payable.
6. The proposed policy amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at all time. An Owner's Policy should reflect the purchase price or full value of the land. A Loan Policy should reflect the loan amount or value of the land as collateral. Proposed policy amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
7. Furnish an accurate Survey of the premises, if applicable, which would disclose any encroachments, overlaps, boundary line disputes, or other matters, or exception will remain on owner's policy.
8. Return properly executed Seller/Owner and/or Buyer/Borrower Affidavit to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements to the land have been or will be paid.
9. **Outside of the abstracted record, The examining attorney has been provided with a Memorandum of Trust that indicates that James C. Boyd is deceased and that Barbara Jo Froman is the Successor Trustee of The James C. Boyd Revocable Living Trust created on May 16, 2018. REQUIREMENT: insure that that above Memorandum of Trust is filed with the Rogers County Clerk.**

Deed from Barbara Jo Froman as Successor Trustee of The James C. Boyd Revocable Living Trust created on May 16, 2018, vesting fee simple title in A Person or Entity Capable of Holding Title in Oklahoma.

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 by 68 Okla. Stat. 3202.

10. Execute, deliver and record an affidavit that complies with 60 Okla. Stat. § 121.
11. Final policy cannot be issued, unless abstract certificate date, which is May 9, 2024 at 7:00 a.m., 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 DAYS, OR abstract must be extended to date, resulting in additional charges, before the final policy can be issued.

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12. Record properly executed Release of Mortgage:

Mortgagor: record owners
Mortgagee: BancFirst
Amount: \$ [REDACTED]
Dated: Nov. 15, 2022
Filed: Nov. 17, 2022
Recorded: Doc #2022-018927
Corrected: Feb. 3, 2023
Recorded: Doc #2023-001488

13. **Outside of the abstracted record, The examining attorney has been provided with a Memorandum of Trust that indicates that James C. Boyd is deceased and that Barbara Jo Froman is the Successor Trustee of The James C. Boyd Revocable Living Trust created on May 16, 2018. If anyone other than Barbara Jo Froman intends to sign then further requirements will be made.**
14. NOTE: Any documents not prepared by Rogers County Abstract Company Closing Office should be provided to them no later than 24 hours prior to the closing/consummation.

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SCHEDULE B, PART II – Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, liens, or encumbrances, or claims thereof, not shown by the Public Records.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
4. Encroachments, overlaps, conflicts in boundary lines, shortages in area, or other matter which would be disclosed by an accurate survey and inspection of the premises.
5. 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.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
8. Ad valorem taxes for 2024, amount of which is not ascertainable, due or payable.
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 rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interest or rights excepted in (a) or (b) appear in the Public Records.
10. Water rights, claims or title to water, whether or not shown by the public records.
11. Any use for the purpose of cultivation, sale, possession or distribution of marijuana or marijuana related products.
12. Arising from the proposed Insured's failure to comply with Oklahoma laws concerning an alien's ownership of the Land, including without limitations the Oklahoma Constitution, Art. XXII, Section 1, and 60 Okla. Stat. §§ 121-123.
13. Statutory right-of-way along all section lines.
14. Property is within the City of Claremore Rogers County Metropolitan Area Planning Commission, thereby subject to the regulations of said Commission.
15. Easement in favor of the State of Oklahoma, filed Jan. 25, 1963 in Book 356 at Page 62.

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16. Right of Way Easement in favor of Rural Water District No. 3, Rogers County, Oklahoma, filed Aug. 15, 1967 in Book 402 at Page 209.
17. Deed of Dedication containing restrictive covenants filed May 8, 2024 and recorded in Doc#2024-005781.
18. Assessments for fire protection assessed by the Northwest Rogers County Fire Protection District.
19. Future assessments and/or dues of the water department and/or sewer department, if any.

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EXHIBIT "A"

The Land referred to herein below is situated in the County of Rogers, State of Oklahoma, and is described as follows:

The N/2 of NE/4 of Section 30, Township 22 North, Range 16 East of the I. B. & M., Rogers County, State of Oklahoma, according to the U. S. Government Survey there, LESS AND EXCEPT the following tracts:

The North 360 feet of the West 242 feet of the East 1355.5 feet of the N/2 of N/2 of NE/4 of said Section 30

And

The North 215 feet of the West 290 feet of the East 905.67 feet of the N/2 of N/2 of NE/4 of NE/4 of said Section 30

And

Beginning at the Southeast corner of the SE/4 of NE/4 of NE/4; thence S 89°41'44" W along the South line thereof 582.92 feet; thence N 05°36'44" E 152.81 feet; thence N 89°41'44" E 567.17 feet to the East line thereof; thence S 01°18'16" 152 feet to the Point of Beginning.

And

CLAREMORE 88 CENTER, a Subdivision to Rogers County, State of Oklahoma, according to the recorded Plat thereof.

And

Beginning at the Northwest corner of said N/2 of NE/4, thence N 88°23'40" E along the North line of said N/2 of NE/4 for a distance of 30.00 feet; thence S 01°29'25" E for a distance of 681.79 feet; thence N 88°23'40" E for a distance of 315.02 feet; thence S 01°29'25" E for distance of 271.99 feet; thence S 88°23'40" W for a distance of 345.02 feet to a point on the West line of said N/2 of NE/4; thence N 01°29'25" W along the West line of said N/2 of NE/4 for a distance of 953.78 feet to the Point of Beginning.

And

Commencing at the Northeast corner of said N/2 of NE/4, thence S 01°41'35" E along the East line of said N/2 of NE/4 for a distance of 469.00 feet to the Point of Beginning; Thence S 01°41'35" E along said East line for a distance of 346.82 feet; thence S 88°23'40" W for a distance of 359.00 feet; thence N 01°41'35" W for a distance of 346.82 feet; thence North 88°23'40" E for a distance of 359.00 feet to the Point of Beginning.

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Loy C. Boyd and Naomi Boyd,
his wife,

Grantors,

to

State of Oklahoma,

Grantee.

) HIGHWAY EASEMENT

) Dated, Oct. 31, 1962.

) Filed, Jan. 25, 1963 at 8:30 AM.

) Recorded in Book 356 Page 62,
) records of County Clerk, Rogers
) County, Oklahoma.

) Consideration: \$3,601.00 & other good
& Valuable & sufficient Consideration,

GRANT, BARGAIN, SELL, CONVEY AND DEDICATE the following described lots or parcels of land for the purpose of establishing thereon a public highway or facilities necessary and incidental thereto, to-wit:

A strip, piece or parcel of land lying in the N $\frac{1}{2}$ NE $\frac{1}{4}$ of sec. 30, T 22 N, R 16 E in Rogers County, Okla., Said parcel of land being described by metes and bounds as follows: Beginning at the SE corner of said N $\frac{1}{2}$ NE $\frac{1}{4}$, thence W. along the S. line of said N $\frac{1}{2}$ NE $\frac{1}{4}$ a distance of 65 ft., thence N 2 $^{\circ}$ 24'W a distance of 437.2 ft., thence N 13 $^{\circ}$ 43'W a distance of 51 ft., thence N 2 $^{\circ}$ 24'W a distance of 45.9 ft., thence Nly, on a curve to the right having a radius of 21,560.9 ft. a distance of 154.7 ft., thence N 14 $^{\circ}$ 18'E a distance of 51 ft., thence Nly on a curve to the right having a radius of 21,550.9 ft. a distance of 588 ft. to a point on the N. line of said N $\frac{1}{2}$ NE $\frac{1}{4}$, thence E. along said N. line a distance of 98.9 ft. to the NE corner of said N $\frac{1}{2}$ NE $\frac{1}{4}$, thence S. along the E. line of said N $\frac{1}{2}$ NE $\frac{1}{4}$ a distance of 1323.7 ft. to point of beginning.

Containing 2.02 acres, more or less, of new right of way, the remaining area included in the above description being the 16.5 ft. section line right of way.

The consideration herein named includes settlement for relocating all improvements to clear the right of way.

For the same consideration hereinbefore recited, said

#2 - 251

Grantors hereby waive, relinquish and release any and all right, title or interest in and to the surface of the above granted and dedicated tract of land and the appurtenances thereunto belonging, including any and all dirt, rock, gravel, sand and other road building materials, reserving and excepting unto said Grantors the mineral rights therein; provided however, that any explorations or developments of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purposes herein granted; and reserving unto said Grantors the right of ingress and egress to said public highway from the remaining lands of the Grantors.

To have and to hold said above described premises unto the said State of Oklahoma, free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantors by reason of the construction and maintenance of a public highway and all highway excavations, embankments, structures, bridges, drains, sight distance or safety areas and other facilities that may now or hereafter, be in the discretion of the grantee, necessary for the construction and maintenance of a public highway and incidental facilities over, across or along the above described real estate the supervision and control of said public highway to be in such municipality, county or other agency of the State of Oklahoma as has or may have jurisdiction thereof by the laws of the State of Oklahoma; and said State Oklahoma, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of said public highway and incidental facilities.

Said Grantors hereby covenant and warrant that at the time of the delivery of these presents they are the owners in fee simple of the above described premises and that same are free and clear of all liens and claims whatsoever except First Mortgage in favor of the Claremore Federal Savings and Loan Association. The undersigned Grantors hereby designate and appoint Loy C. Boyd as agent to execute the claim and receive the compensation herein named.

Loy C. Boyd
Naomi Boyd

3303

Loy C. Boyd and Naomi G. Boyd,
Grantors,

) RIGHT OF WAY EASEMENT

) Dated, July 5, 1967.

) Filed, Aug. 15, 1967 at 4 PM.

to

) Recorded in Book 402 Page . 209,
) records of County Clerk, Rogers
) County, Oklahoma.

Rural Water District No. 3,
Rogers County, Oklahoma,
Grantee.

) Consideration: \$1.00 & other
) Cons., rec. ack.

GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY, a perpetual easement with the right to construct, maintain, operate, repair, replace and remove all water district pipe line and appurtenance thereto, under, over and across the following land by Grantor:

The N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Sec. 30, Twp. 22 N., Rg. 16 E.,
Rogers County, Okla.

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted located across said land as follows:
The North 50.0 ft. and a strip of land 20.0 feet in width lying adjacent to and parallel to the Westerly line of Oklahoma State Highway No. 88.

The consideration recited herein shall constitute payment in full for all damages sustained by grantors by reason of the installation of structures referred to herein and grantee will maintain such easement in a state of good repair and efficient so that no unreasonable damages will result from its use to grantors' premises. This agreement shall constitute a covenant running with the land. Grantors covenant that they are the owners of above described lands and that said lands are free and clear of all encumbrances and liens except: NONE

Loy G. Boyd
Naomi G. Boyd

... July 3, 1967, by Roy C. and Naomi G. Boyd, before Virgil
H. Purkey, a Notary Public in Rogers County, Okla.
(Seal) Com. Exp. 5/31/69. (Ack. reg. Okla. form).




DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

Barbara Jo Froman-Boyd, Successor Trustee of the James C. Boyd Revocable Trust, owner of the following described real estate: Exhibit "A" hereby imposes the following conditions and restrictions upon the real estate described on Exhibit "A" attached hereto;

CONDITIONS AND RESTRICTIONS

1. **USE OF PARCELS.** No commercial poultry or swine houses or commercial feed yard. No mobile home or RV parks.
2. **DWELLINGS AS RESIDENCE.** No trailer, mobile home, tent, shack, garage, barn or other outbuilding shall be at anytime used as a residence, temporarily or permanently.
3. **NUISANCE.** No noxious or offensive trade or activity shall be carried on upon any parcel nor shall anything be done thereon which may be or become an annoyance or nuisance, including but not limited to maintaining of any marijuana grow houses, dispensaries or processing facilities.
4. **WASTE.** No parcel shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All waste shall be kept in appropriate containers and properly disposed.
5. **ENFORCEMENT.** Enforcement to restrain or to recover damages for violation of the covenants may be brought by an owner of any parcel or having any interest therein whether acting jointly or severally.
6. **NO WAIVER.** The failure of the grantor, or any successor in title, to enforce any given restriction or covenant or condition at any time, shall not be deemed to be a waiver or relinquishment or any right or remedy nor a modification of these restrictions and protective covenants
7. **SEVERABILITY.** Invalidation of any of these covenants, restrictions or conditions shall not affect any of the other provisions which shall remain in full force and effect.
8. **BINDING EFFECT AMENDMENTS.** These covenants, conditions and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 20 years. (May 30, 2044)


BARBARA JO FROMAN-BOYD,
Successor Trustee if the
James C. Boyd Revocable Trust

STATE OF Oklahoma)
COUNTY OF Rogers) SS

Signed and subscribed before me this 8 day of May, 2024 by Barbara Jo Froman-Boyd, Successor Trustee of the James C. Boyd Revocable Trust.



Tina D. Kindred
NOTARY PUBLIC

My Commission Number: 99014591 Expires: 9-1-2027

THE N/2 NE/4 SECTION 30, TOWNSHIP 22 NORTH, RANGE 16 EAST OF THE INDIAN BASE AND MERIDIAN, ROGERS COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, LESS & EXCEPT THE FOLLOWING TRACTS:

THE NORTH 360 FEET OF THE WEST 242 FEET OF THE EAST 1355.5 FEET OF THE N/2 N/2 OF NE/4 OF SAID SECTION 30

AND

THE NORTH 215 FEET OF THE WEST 290 FEET OF THE EAST 905.67 FEET OF THE N/2 OF N/2 OF NE/4 NE/4 OF SAID SECTION 30

AND

BEGINNING AT THE SOUTHEAST CORNER OF THE SE/4 OF NE/4 OF NE/4; THENCE SOUTH 89°41'44" WEST ALONG THE SOUTH LINE THEREOF 582.92 FEET; THENCE NORTH 05°36'44" EAST 152.81 FEET; THENCE NORTH 89°41'44" EAST 567.17 FEET TO THE EAST LINE THEREOF; THENCE SOUTH 0°18'16" 152 FEET TO THE POINT OF BEGINNING.

AND

CLAREMORE 88 CENTER, A SUBDIVISION TO ROGERS COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

AND

COMMENCING AT THE NORTHEAST CORNER OF SAID N/2 NE/4, THENCE SOUTH 01°41'35" EAST ALONG THE EAST LINE OF SAID N/2 NE/4 FOR A DISTANCE OF 469.00 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 01°41'35" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 172.00 FEET; THENCE SOUTH 88°23'40" WEST FOR A DISTANCE OF 217.00 FEET THENCE NORTH 01°41'35" WEST FOR A DISTANCE OF 172.00 FEET; THENCE NORTH 88°23'40" EAST FOR A DISTANCE OF 217.00 FEET TO THE POINT OF BEGINNING