

Cover page for:

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

Preliminary title insurance schedules prepared by:

American Abstract Company of McClain County, Inc.

(File Number: 20241094)

Auction Tracts 1 - 13
(Muskogee County, Oklahoma)

For October 10, 2024 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Diamond T Ranch, LLC, *et al.*



COMMITMENT FOR TITLE INSURANCE

Issued By
FIDELITY NATIONAL TITLE INSURANCE COMPANY

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

Issuing Agent: American Abstract Company of McClain County, Inc.
Issuing Office: 138 W. Main St, Purcell, OK 73080
Issuing Office's ALTA® Registry ID: 0002360
Loan ID No.:
Commitment No.: 20241094-1
Issuing Office File No.: 20241094
Property Address: Pt Sec 7-12N-19E, OK

SCHEDULE A

1. Commitment Date: September 12, 2024 at 07:59 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (07/01/2021)
Proposed Insured: Purchaser with contractual obligations under a Real Estate agreement
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: Fee Simple
 - b. ALTA Loan Policy (7/1/2021)
Proposed Insured: Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, its successors and/or assigns as their respective interests may appear.
Proposed Amount of Insurance: \$0.00
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:

Diamond T Ranch, LLC, by virtue of a Warranty Deed recorded January 30, 2023 in Book 4839, page 820.
5. The Land is described as follows:

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National 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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SCHEDULE A

(Continued)

The West 18.35 acres of Lot 1 and the Southeast 10 acres of Lot 1 less .34 acres for Midland Valley Railroad and the Northeast 9.14 acres of Lot 2 and the Southeast 10 acres of Lot 2 and all that part of the SE/4 of the NW/4 lying West of the Midland Valley Railroad and the NE/4 and the E/2 of the NE/4 of the NW/4 and the N/2 of the SE/4 and Lots 3 (NW/4 of SW/4) and 4 (SW/4 of SW/4) and the E/2 of the SW/4 and that part of the SE/4 of the NW/4 lying East of the Midland Valley Railroad all in Section 7, Township 12 North, Range 19 East of the Indian Base and Meridian, Muskogee County, State of Oklahoma.

Fidelity National Title Insurance Company

Gayle Helton

By: *Michael J. Nolan*
Michael J. Nolan
President

ATTEST: *Marjorie Nemzura*
Marjorie Nemzura
Secretary

Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

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COMMITMENT FOR TITLE INSURANCE

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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 Diamond T Ranch, LLC to Purchaser with contractual obligations under a Real Estate agreement.
 - b. Mortgage from Purchaser with contractual obligations under a Real Estate agreement to Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, securing the principal amount of \$0.00.
5. Execute, deliver and record an affidavit that complies with 60 Okla. Stat. § 121.
6. In the event the proposed insured requires deletion of the general survey exception set forth in Schedule B - Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the 2016 Minimum Standard Detail Requirements and Classifications for ALTA/NSPS Land Title Surveys (the Survey Standards), including Items 1, 2, 4, 7, 8, 9, 10, 11, 16 and 19, as set forth in Table A of the Survey Standards.

Note: Certain conditions or requirements of other parties to the transaction may require other Items in Table A of the Survey Standards be included in the survey.
7. Return properly executed Buyer/Seller 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 and item (a) of Schedule B-II, Standard Exceptions will not appear on policy.
8. If subject transaction does not close AND the instruments to be insured are not filed of record within 180 days from the abstract certification date, abstract must be extended to date, resulting in additional charges, before final policy can be issued.

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Commitment for Title Insurance (07-01-2021)
Schedule BI



20241094

SCHEDULE B, PART I

(Continued)

9. Obtain a Final Report for issuance of title policy.
10. Obtain a Uniform Commercial Code search as to current owner in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
11. Obtain a court search as to Purchaser in County of property location, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
12. With respect to Diamond T Ranch, LLC, furnish a satisfactory affidavit, executed by a Manager which establishes the identity of certain properly appointed Manager(s) or Member(s)/Manager(s) who is/are authorized to execute all instruments necessary to consummate the proposed insured transaction and which establishes that all required consents and authorizations to said transaction have been given or properly waived by all requisite parties, TOGETHER WITH true and correct copies of the Articles of Organization, and all amendments thereto, with evidence of filing in the appropriate governmental office of the state in which the Company was formed.
13. Record properly executed Release of Mortgage:

Mortgagor:	Diamond T Ranch, LLC
Mortgagee:	First National Bank & Trust Co.
Amount:	1,273,418.71
Dated:	1/25/23
Filed:	1/30/23
Recorded:	Book 4839 Page 822

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BI



20241094



COMMITMENT FOR TITLE INSURANCE

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FIDELITY NATIONAL TITLE INSURANCE COMPANY

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. 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. Taxes for the year 2024 and all subsequent years not yet due and payable.
3. Taxes or special assessments which are not shown as existing liens by the public records.
4. Title to all coal, lignite, oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges and immunities relating thereto.
5. All interest in and to all of the oil, gas, coal, metallic ores and other minerals in and under and that may be produced from the Land, and all rights, interest and estates of whatsoever nature incident to or growing out of said outstanding minerals.
6. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public records.
7. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
8. Any loss for such state of facts as would be disclosed by an accurate and current survey and inspection of the premises.
9. Rights or claim of parties in possession not shown by the public records.
10. Easements or claims of easements not shown by the public records.
11. Statutory Easements on Section Lines.
12. Water rights, claims or title to water, whether or not shown by the public records.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



20241094

SCHEDULE B-II

(Continued)

13. Arising from the proposed insured's failure to comply with Oklahoma laws concerning an alien's ownership of the Land, including without limitation the Oklahoma Constitution, Art. XXII, Section 1, and 60 Okla. Stat. §§ 121-123.
14. Easement in favor of Oklahoma Gas and Electric Company recorded in Book 4333, page 239.
15. Easement in favor of ONEOK Pipeline Assets, LLC an Oklahoma limited Liability Company recorded in Book 2749, page 224.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



20241094



COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE C

The Land is described as follows:

The West 18.35 acres of Lot 1 and the Southeast 10 acres of Lot 1 less .34 acres for Midland Valley Railroad and the Northeast 9.14 acres of Lot 2 and the Southeast 10 acres of Lot 2 and all that part of the SE/4 of the NW/4 lying West of the Midland Valley Railroad and the NE/4 and the E/2 of the NE/4 of the NW/4 and the N/2 of the SE/4 and Lots 3 (NW/4 of SW/4) and 4 (SW/4 of SW/4) and the E/2 of the SW/4 and that part of the SE/4 of the NW/4 lying East of the Midland Valley Railroad all in Section 7, Township 12 North, Range 19 East of the Indian Base and Meridian, Muskogee County, State of Oklahoma.

AFTER RECORDING RETURN TO:
OG&E ELECTRIC SERVICES
ATTN: FIELD SERVICE AGENT - M/C EM30
2301 SO. 24TH WEST
MUSKOGEE, OK 74401

I-2013-005256 Book 4333 Pg 239
05/16/2013 3:01 pm Pg 0238-0239
Fee: \$ 13.00 Doc: \$ 0.00
Dianna Cope - Muskogee County Clerk
State of Oklahoma

Exceptions
#14

EASEMENT

Work Order # 7338928

KNOW ALL MEN BY THESE PRESENTS: THAT **STEPHEN P. DEY III AND MARGARET DEY**, husband and wife, Grantors, in consideration of Ten or more dollars, in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, do hereby grant and warrant unto **OKLAHOMA GAS AND ELECTRIC COMPANY**, an Oklahoma corporation, Grantee, its successors and assigns, the right privilege and authority to erect, operate and maintain a system of poles, wires, and other necessary fixtures for the transmission of electric current and communication messages, upon, under, over and across the property hereinafter described, together with the authority to cut down, control the growth of, or trim and keep trimmed any trees that may in the judgment of the Grantee interfere with or endanger said line or its maintenance and operation, with full power and authority to enter upon the premises for said purposes.

The real property covered by this easement is situated in Muskogee County, State of Oklahoma, and described as follows:

THIS EASEMENT SHALL CONSIST OF THE SOUTH 13.50 FEET OF THE NORTH 30.00 FEET OF THE NE $\frac{1}{4}$ OF SECTION 7, T12N, R19E, 1.M.

Grantors agree that no building or other structure shall be erected nor shall any excavation or other removal of soil, so as to change the grade of terrain, be accomplished by Grantors, their heirs or assigns, within the above described easement area unless the written consent of the Grantee is first obtained.

Grantors hereby consent to permit Grantee to trim trees and foliage on Grantors' property immediately adjacent to the easement granted herein to insure the health of the trees involved, and Grantee shall have the right to enter upon Grantors' property for this purpose.

The rights and privileges above granted to continue so long as same are used or needed for the transmission and distribution of electric current or communication messages; but should Grantee remove its property from the premises and abandon the right of way herein granted, then the rights granted in this easement shall terminate.

Signed and delivered this 30TH day of JANUARY, 2013.

Stephen P. Dey III
STEPHEN P. DEY III

Margaret Dey
MARGARET DEY

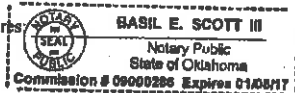
ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF MUSKOGEE, SS:

Before me, a Notary Public, within and for said County and State, on this 30TH day of JANUARY, 2013, personally appeared **STEPHEN P. DEY III AND MARGARET DEY** to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes set forth.

Witness my hand and seal the day and year last above written.

My Commission Expires



Basil E. Scott III
Notary Public

Form 468 (Rev 8/2001) MUSK_OH-C1.DOT
Agent: BES

(Draft No. _____) R/W File No. 3043
OLSON-DEY-3043-7338928 Atlas Sheet No.

ORIGINAL



0060

41057
mail

THIS ASSIGNMENT, made and entered into as of the 31st day of January, 2000, by and between Oklahoma Natural Gas Company, a division of ONEOK, Inc., an Oklahoma corporation, hereinafter referred to as "Assignor" and ONEOK Pipeline Assets, L.L.C., an Oklahoma limited liability company duly authorized to do business in the State of Oklahoma, hereinafter referred to as "Assignee."

In consideration of Ten and No/100 Dollars (\$10.00), the receipt of which is hereby acknowledged, and the mutual promises and undertakings herein contained, the parties hereto agree as follows:

1. Assignor hereby grants, bargains, sells, conveys, assigns, and transfers to Assignee all of its right, title, and interest in and to those certain easements, servitudes, rights of way, licenses and permits (collectively, the "Easements") listed on Exhibit A annexed hereto to have and to hold the same, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Assignee, its successors and assigns forever.
2. By its acceptance of this Assignment, the Assignee agrees to assume and faithfully perform all of Assignor's duties and obligations under the Easements.
3. The effective time of this conveyance shall be the close of business January 31, 2000.
4. All of the covenants, terms and conditions set forth herein shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

#15

BOOK 2749 PAGE 224

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first above written.

Return to:
ONG
R/W Department
Box 871
Tulsa, OK 74102-0871

ASSIGNOR:

Oklahoma Natural Gas Company, a division of
ONEOK, Inc., an Oklahoma corporation

By Daniel C. Walker
Daniel C. Walker, Attorney-in-fact

By [Signature]
S. R. Guy, Vice President

STATE OF OKLAHOMA)
)ss.
COUNTY OF TULSA)

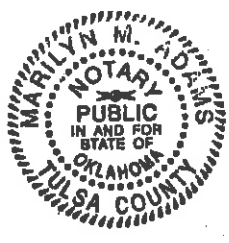
This instrument was acknowledged before me on July 13, 2000, by Daniel C. Walker, as Attorney-in-fact of Oklahoma Natural Gas Company.

BOOK PAGE
2749 225

Marilyn M. Adams
Notary Public

My commission expires:
July 26, 2003

STATE OF OKLAHOMA)
)ss.
COUNTY OF TULSA)

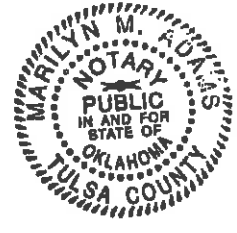


This instrument was acknowledged before me on July 13, 2000, by S. R. Guy, as Vice President of ONEOK Pipeline Assets, L.L.C.

Marilyn M. Adams
Notary Public

My commission expires:
July 26, 2003

ONG to OGTLLC Escrow Assignment. wpd



2749 228

BOOK PAGE

E X H I B I T

FIRST NAME

FIRST NAME

GRANTEE

FIRST NAME

PAGE:

3

OF 6

BOOK & PAGE

LEGAL DESCRIPTION

RMD037A

GRANTOR	GRANTEE	FIRST NAME	LEGAL DESCRIPTION	BOOK & PAGE
MUSKOGEE COUNTY COMMISSIONERS			NW 03 11N 19E	1283-253
TEXAS & PACIFIC			NW 03 11N 19E	1283-253
WEST ET UX			NW 03 11N 19E	1285-498
FINKLEA ET AL			NE 04 11N 19E	1285-498
MUSKOGEE COUNTY COMMISSIONERS			NE 04 11N 19E	1285-498
STATE OF OKLAHOMA			NE 04 11N 19E	1285-498
WEST ET UX			NE 04 11N 19E	1285-498
FINKLEA ET AL			NE 04 11N 19E	1285-253
MUSKOGEE COUNTY COMMISSIONERS			NW 04 11N 19E	1285-498
FINKLEA ET AL			NE 05 11N 19E	1285-498
MURR ET UX			NW 05 11N 19E	1283-255
SHERLEY			NW 05 11N 19E	1283-254
STATE OF OKLAHOMA			NE 06 11N 19E	1283-257
COX ET UX			NW 06 11N 19E	1283-256
DOORIS			NW 06 11N 19E	1289-357
JACKSON ET UX			NW 06 11N 19E	623-119
MUSKOGEE COUNTY COMMISSIONERS			NW 06 11N 19E	623-135
STATE OF OKLAHOMA			NW 06 11N 19E	623-137
STATE OF OKLAHOMA			NW 06 11N 19E	623-377
JAMES			NW 06 11N 19E	
KIRBY			NW 07 12N 19E	
ZITTS			SW 07 12N 19E	
FRANKER			SW 07 12N 19E	
			NW 18 12W 19E	

0047