

PROPERTY 2 & 3



COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

1. Commitment Date: December 27, 2024 at 07:30 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (07/01/2021)
Proposed Insured:
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: Fee Simple
 - b. ALTA Loan Policy (7/1/2021)
Proposed Insured: , 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:

Steve's Rentals, LLC by virtue of a Quit Claim Deed recorded November 16, 2018 in Book 13888 at Page 2 (Lot 12)
and by virtue of Quit Claim Deed recorded March 3, 2022 in Book 15079 at Page 1001 (Lot 13).
5. The Land is described as follows:

Lots Twelve (12) and Thirteen (13), in Block Three (3), of SECTION 1, COLLEGE VIEW ADDITION, to the City of Edmond, Oklahoma County, Oklahoma, according to the recorded plat thereof.

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SCHEDULE A
(Continued)

Fidelity National Title Insurance Company

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary



Authorized Signature or Signatory

Ilse Fraire

American Abstract Company of McClain County, Inc.

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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. Joint Tenancy Deed from Steves Rentals LLC to .
 - b. Mortgage from to , 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 paragraph 5 of Schedule B – Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2021) [the “Survey Standards”], including Items 1, 2, 4, 7, 8, 9, 10, 11, 16 and 18, 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.
9. Obtain a Final Report for issuance of title policy.

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



20241523

SCHEDULE B, PART I

(Continued)

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 Steve B's Rentals, 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: Steve's Rentals, LLC
Mortgagee: Sovereign Bank
Amount: \$61,277.09
Dated: July 10, 2023
Filed: July 25, 2023
Recorded: Book 15515 Page 1420
(Lot 12)

14. Record properly executed Release of Mortgage:

Mortgagor: Steve's Rentals, LLC
Mortgagee: Sovereign Bank
Amount: \$60,951.95
Dated: February 1, 2024
Filed: February 7, 2024
Recorded: Book 15669 Page 1063
(Lot 12)

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



20241523

SCHEDULE B, PART I

(Continued)

15. Record properly executed Release of Mortgage:

Mortgagor: Stephen Craig Bridewell
Mortgagee: Oklahoma Federal Credit Union
Amount: \$102,638.59
Dated: April 17, 2020
Filed: April 28, 2020
Recorded: Book 14326 Page 1206
(Lot 13)

16. Pay ad valorem taxes for 2024.

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



20241523



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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. Taxes for the year and all subsequent years not yet due and payable.
2. Taxes or special assessments which are not shown as existing liens by the public records.
3. 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.
4. 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.
5. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public records.
6. 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.
7. Any loss for such state of facts as would be disclosed by an accurate and current survey and inspection of the premises.
8. Rights or claim of parties in possession not shown by the public records.
9. Easements or claims of easements not shown by the public records.
10. Statutory Easements on Section Lines.
11. Water rights, claims or title to water, whether or not shown by the public records.
12. 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.

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



20241523

SCHEDULE B-II

(Continued)

13. All items affecting subject Lot as shown on the recorded plat are made a part hereof.
14. Telephone line easement, in favoro of Southwestern Bell Telephone Company recorded September 9, 1971 in Book 4003 at Page 78, subject to assignments and partial releases of record.
15. Owner's Certificate and Dedication recorded July 6, 1964 in Book 3069 at Page 388.
16. Ordinance No. 416 annexing the subject property into the City of Edmond recorded September 24, 1963 in Book 2953 at Page 347.

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



20241523

Exceptions

BOOK 4003 p. 78
SEP-9-71 50778

Adm -

\$ 9.00

Received of SOUTHWESTERN BELL TELEPHONE COMPANY a Corporation of the State of Missouri

#14

ONE AND NO/100

Dollars, in consideration

which I hereby grant unto said Company, its associated and allied companies, their heirs, successors, assigns, lessees and agents, a permanent easement with the right, privilege and authority to construct, reconstruct, operate, maintain, or remove lines of telephone and telegraph, or other signal or communication circuits, and circuits for the transmission of electrical energy, consisting of poles, wires, cables, guy wires, anchors, poles, and any other contrivance or appurtenances as the grantee may from time to time require, upon, across over and/or under the property which I own or in which I have any interest in the CITY of EDMOND County of OKLAHOMA and State of OKLAHOMA

Said easement being a strip of land 30 feet wide and laying west of and parallel to the easterly boundary of lots 10, 11, 12 and 13 in block 3, college view addition, section 1 to the city of EDMOND, OKLAHOMA.

and upon, along and/or under the roads, streets or highways adjoining said property with the right to remove any trees or parts of trees, which in the judgment of the grantee may interfere with the construction and maintenance of said lines. The grantor for himself, his heirs, executors, administrators and assigns hereby covenants that no structure will be erected or permitted upon said easement. All wire or cable placed under this grant shall be placed upon a route selected by the grantee, its successors or assigns, and shall be placed at such a height or depth as not to interfere with the ordinary cultivation of said land.

Said sum being received in full payment for the rights herein granted.

Witness our hand and seal this 9th day of Aug. A.D. 1971 at Edmond, Okla. (Post Office Address)

Witness:

Dale G. Brown
Betty J. Brown

(Land Owner)

STATE OF OKLAHOMA
OKLAHOMA COUNTY
RECORDED OR FILED
SEP 9 12 51 PM '71
EGIL PARHAM
OKLA COUNTY CLERK

CAPITOL ABSTRACT & TITLE COMPANY

BONDED ABSTRACTERS

101 Park Ave.
Oklahoma City, Okla. 73108
235-5691

This INSTRUMENT
filed for record:
SEPT 9-71
at 12:51
recorded in:
Book 4003
Page 78
records of Oklahoma
County Oklahoma.

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF OKLAHOMA,
County of Oklahoma } ss.

Before me Eugene Klersert a Notary Public in and for said County and State, on this 9th day of AUGUST 19 71, personally appeared Dale G. Brown and Betty J. Brown

to me known to be the identical person who executed the within and foregoing instruments, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires February 17, 1973.

ENTRY NO.

10
H/6

#15

OWNERS CERTIFICATE AND DEDICATION

This instrument was filed for record July 6, 1964, at 2:11 P.M., and recorded in Book 3069, Page 388, records of Oklahoma County, Oklahoma.

STATE OF OKLAHOMA,)
) SS.
 COUNTY OF OKLAHOMA.)

The undersigned, SOUTHWEST TITLE & TRUST CO., INC., hereby certifies that it is the owner of and the only persons, firm or corporation having any right, title or interest in and to the lands shown on the Plat a Map of

Section 1, COLLEGE VIEW ADDITION to Edmond, Oklahoma, being a Subdivision of a part of the N.E.¼ of the N.W.¼ of Sec. 25, T.-14-N., R.-3-W., I.M., Oklahoma County, Oklahoma.

The undersigned does further certify that it has caused the same to be surveyed into Lots, Streets and Easements, as shown by the Plat thereof, and does hereby dedicate to the public use only the Streets and Easements for road purposes and Public Utility purposes as thereby shown and does hereby guarantee a clear Title to the lands so dedicated from itself, it's heirs or assigns forever, and has caused the same to be released from all encumbrances so that the Title is clear, except as shown by the Bonded Abstracters certificate on the face of said Plat.

PROTECTIVE COVENANTS

For the purpose of providing an orderly development of the entire tract, and for the further purpose of providing adequate restrictive covenants for the mutual benefit of their owner or its successors in Title to the Subdivision of said Tract, the owner hereby proposes the following restrictions and reservations to which it shall be encumbant upon its successors to adhere.

1. All Lots within the Subdivision shall be known and designated as residential building plots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than new construction of one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three (3) automobiles and other out buildings incidental to the residential use of the plot, except that Lots 1 to 17 inclusive, Block 3 and Lots 16, 17 and 18, Block 2, and Lots 17 and 18, Block 1, may be used for multiple dwellings when properly zoned by the City of Edmond, Oklahoma.

Cont'd.

ENTRY
NUMBER

97

SOUTHWEST TITLE & TRUST CO., INC.
BONDED ABSTRACTERS—Pho. CE 6-2861

OWNERS CERTIFICATE AND DEDICATION

Cont'd. #2

3069/388

2. A building limit line is hereby established, as shown on the recorded Plat thereof, and no structure shall be erected nearer the street or front lot line than is shown thereby or nearer to any side lot line than a distance equal to 10% of the width of the lot at the front building line, however no structure shall be permitted nearer than 5' to any side lot line.

3. There is hereby reserved an easement off of the rear of each lot and where otherwise shown by the Plat thereof, for the free installation of all Public Utilities.

4. No dwelling shall be erected or placed on any lot which has less than 1100 Square feet of floor space, exclusive of porches and garages.

5. No building shall be erected, placed or altered on any building plot in this Subdivision until the building plans, specifications and Plot Plans showing the Location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the Subdivision, and as to location of the building with respect to the topography and finish grade elevations, by a committee composed of RAY WHITSON, DALE BROWN and BEN LYON, or by a representative designated by the majority of the members of the said committee. In the event of the death or resignation of any member of said Committee, the remaining number, or members shall have full authority to designate a successor. In the event said Committee or its designated representative fails to approve or disapprove within 30 days after said plans and specifications have been submitted to it, or, in any event, if no suit to injoin the construction has been commenced prior to the completion thereof, approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of said Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of the majority of the lots shall have the power through the duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

6. A 3' wide side walk shall be installed along the front of each residence within 60 days after completion of construction of said residence by the undersigned Developers and Owners of said Addition and that said side walk shall be included in the sale price of each lot.

7. No business, trade, or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoy-

Cont'd.

OWNERS CERTIFICATE AND DEDICATION

Cont'd. #3
3069/388

annoyance or nuisance to the neighborhood.

8. No trailer, basement, tent, shack, garage, barn or other out-building erected on any tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

9. No animals, live stock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1st, 1980, at which time said Covenants shall be automatically extended for successive periods of 10 years, unless by vote of a majority of the then owners of the lots it is agreed to change said Covenants in whole or in part.

11. If the Parties hereto, or any of them or their heirs or assigns violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any property situated in said Development or said Subdivision to prosecute any proceedings at Law or in Equity against the person or persons violating or attempting to violate any of such Covenants and either to prevent him or them from doing so or to recover damages or other dues for such violation.

12. Invalidation of any of these Covenants by Judgement or Court order shall in no wise effect any other provisions which shall remain in full force and effect.

(CORPORATE SEAL)

SOUTHWEST TITLE & TRUST CO., INC.

ATTEST: VIVIAN FRANKLIN,
Ass't. Secretary.

BY: E. D. WALL,
Vice-President.

Cont'd.

OWNERS CERTIFICATE AND DEDICATION

Cont'd. #4
3069/388

STATE OF OKLAHOMA,)
) SS.
COUNTY OF OKLAHOMA.)

Before me the undersigned, a Notary Public in and for said County and State on this 29th day of June, 1964, personally appeared E. D. WALL, to me known to be the identical person who subscribed the name of the maker thereof to the above and foregoing instrument as its Vice-President and acknowledged to me that executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

Witness my hand and Notary Seal the day and year last above written.

(NOTARIAL SEAL)

MARY ELLEN JOHNSON,
Notary Public.

My Commission Expires: June 13, 1965.

#16

ORDINANCE NO. 416

This instrument was filed for record September 24, 1963 at 9:39 A.M. and recorded in Book 2953, Page 347, records of Oklahoma County, Oklahoma.

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF EDMOND AND DESIGNATING THE AREAS OR TRACTS INCLUDED IN SUCH EXTENSION AND ANNEXATION; PROVIDING THAT IF ANY PART OR PARTS HEREOF BE HELD INVALID OR INEFFECTIVE, THE REMAINING PORTIONS SHALL NOT BE AFFECTED; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE MAYOR AND THE COUNCIL OF THE CITY OF EDMOND, OKLAHOMA.

SECTION 1: It is the judgment of the Mayor and Council of the City of Edmond, Oklahoma, that it will redound to the benefit of the City of Edmond, Oklahoma, to annex and take the property hereinafter described within the limits of the City of Edmond, Oklahoma.

SECTION 2: That three sides of the following described real estate is adjacent to or abutting on property already within the city limits of the City of Edmond.

SECTION 3: The following described real estate situated in Oklahoma County, State of Oklahoma, to-wit:

Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) and East Half (E $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$), and the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), and the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) all in Section Twenty-five (25), Township Fourteen (14) North, Range Three (3) West of the I.M., Oklahoma County, Oklahoma,

(TOGETHER WITH OTHER PROPERTY NOT HEREIN SHOWN)

is hereby added to, annexed and included within the limits of the City of Edmond, Oklahoma, for any and all municipal purposes and the corporate limits of the said City are hereby extended and enlarged so as to completely enclose said tract of land.

PASSED AND APPROVED THIS 16th DAY OF SEPTEMBER, 1963.

(OFFICIAL SEAL)

ATTEST: W. B. BRYAN,
City Clerk.

W. CUSTER SERVICE,
Mayor.

REAL ESTATE MORTGAGE (WITH RENT ASSIGNMENT)

MORTGAGOR: DALE G. BROWN and BETTY JOYCE BROWN, husband & wife.
EDMUND R. WHITSON and CAROLYN J. WHITSON, husband & wife.

MORTGAGEE: THE EMPLOYEES BUILDING AND LOAN ASSOCIATION a domestic Building and Loan Association, incorporated.

DATED: January 2nd, 1964.
FILED: Jan. 20, 1964 at 1:01 P.M.
RECORDED: Book 3001, Page 717.

CONSIDERATION: \$30,000.00

APPRAISEMENT: Optional
MTG. TAX: Paid
EXCEPTION: ---

DESCRIPTION

Situate in Oklahoma County, Oklahoma, to-wit:

Northeast quarter (NE $\frac{1}{4}$) of the northwest quarter (NW $\frac{1}{4}$) of Section twenty five (25), township fourteen (14) North, range three (3) West of the I.M., EXCEPT west half (W $\frac{1}{2}$) Northwest quarter (NW $\frac{1}{4}$) northeast quarter (NE $\frac{1}{4}$) northwest quarter (NW $\frac{1}{4}$) and the east half (E $\frac{1}{2}$) southeast quarter (SE $\frac{1}{4}$) northeast quarter (NE $\frac{1}{4}$) northwest quarter (NW $\frac{1}{4}$) of section twenty five (25), township fourteen (14) North, range three (3) West of I.M.

For additional and like security, all rents, or other earnings and income of and from the said real premises, are hereby made over and assigned to the Mortgagee, with power and authority on its part, after any breach in the conditions of this mortgage, to collect and retain the same, the net proceeds to be applied and credited to the payment of the several items provided for herein.

DALE G. BROWN.
BETTY JOYCE BROWN.
EDMOND R. WHITSON.
CAROLYN J. WHITSON.

-continued-