### PROPERTY 5

### **ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE A**

ISSUED BY

STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment

Condition 5.e.:

American Abstract Company of McClain County, Inc. **Issuing Agent:** 

138 W. Main St, Purcell, OK 73080 **Issuing Office:** 

Issuing Office's ALTA® Registry ID: 0002360

Loan ID No.:

Commitment No.: 20241518-1 Issuing Office File No.: 20241518

218 W Main St, Edmond, OK 73003 **Property Address:** 

1. Commitment Date: December 27, 2024 at 07:30 AM

2. Policy to be issued:

**Proposed Amount of Insurance:** 

a. ALTA Owners Policy (07/01/2021)

Proposed Insured: Purchaser with contractual obligations under a \$0.00

Real Estate agreement

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 \$0.00

agreement with the Proposed Insured identified at item 2a above, its successors and/or assigns as their respective interests may appear.

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:

Steves Rentals LLC, by a Quit Claim Deed recorded November 16, 2018 in Book 1764, page 2.

5. The Land is described as follows:

Lots Seven (7), Eight (8), and Nine (9), in Block Seventy-seven (77), of ORIGINAL TOWNSITE OF EDMOND, Oklahoma County, Oklahoma, according to the recorded plat thereof.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.



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File No.: 20241518

## SCHEDULE A

(Continued)

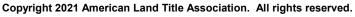
#### STEWART TITLE GUARANTY COMPANY

Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

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File No.: 20241518

010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)



# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

ISSUED BY STEWART TITLE GUARANTY COMPANY

#### Requirements

File No.: 20241518

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
  - Joint Tenancy Deed from Steves Rentals 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. Lien Affidavit and Indemnity executed by seller(s), mortgagor(s) and/or contactor (if any) stating that all bills are paid for labor and/or materials which might from the basis for a materialman's or mechanic's lien. Or in the case of a non-builder seller, obtain a Seller's affidavit stating that there does not exist any outstanding court judgments, contracts, or liens, which may affect subject property.
- 7. 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.

8. Obtain a Final Report for issuance of title policy.

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LAND TITLE
ASSOCIATION

#### SCHEDULE B PART I

(Continued)

- 9. 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.
- 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 PURCHASE 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 Steves 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. Pay ad valorem taxes for 2024, plus penalties and interest.
- 14. The subject property appears to be unencumbered by a mortgage. You should inquire with the owner as to the possibility of any unrecorded or mis-indexed mortgage securing the property and return the results of the inquiry for review and possible further requirements.

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY STEWART TITLE GUARANTY COMPANY

#### **Exceptions**

File No.: 20241518

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. Rights or claims of parties in possession not recorded by the Public Records.
- 3. Easements, or claims of easements, not recorded by the Public Records.
- 4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Land.
- 5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not recorded by the Public Records.
- 6. Taxes or assessments which are not recorded as existing liens by the Public Records.
- 7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- 8. Statutory Section Line Road Easements in favor of the State of Oklahoma, where applicable.
- 9. Water rights, claims or title to water, whether or not shown by the public records.
- 10. All items affecting subject Lot as shown on the recorded plat to the Townsite of Edmond are made a part hereof.

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Exceptons#10

## SE.14 SEC. 26, - T. 14 N., R. 3 W. Edmond, - Oklahoma

Scale: 1 = 400:

