

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: 20241095)

**Auction Tracts 1 & 2
(Seminole County, Oklahoma)**

For October 15, 2024 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

**Trustee(s) of The Dean Lee Estes Revocable
Living Trust dated April 19, 2023**



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.: 20241095-1
Issuing Office File No.: 20241095
Property Address: Pt NW¼ SW¼ 16-8N-6E, OK

SCHEDULE A

1. Commitment Date: September 11, 2024 at 07:00 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:

The Dean Lee Estes Revocable Living Trust, Dated April 19, 2023, by virtue of a Warranty Deed recorded May 17, 2023 in Book 4453, page 17 and a Memorandum of Trust recorded May 16, 2023 in Book 4453, page 15.
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 Northwest Quarter of the Southwest Quarter (NW/4 SW/4) of Section Sixteen (16), Township Eight (8) North, Range Six (6) East of the Indian Base and Meridian, Seminole County, Oklahoma, LESS AND EXCEPT a tract of land more particularly described as:

Beginning at the Southwest corner of the Northwest Quarter of the Southwest Quarter (SW/c NW/4 SW/4) of Section Sixteen (16), Township Eight (8) North, Range Six (6) East of the Indian Base and Meridian, Seminole County, Oklahoma; thence North 210 feet; thence East 420 feet; thence South 210 feet; thence West 420 feet to the Point of Beginning.

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

Issued By
FIDELITY NATIONAL 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.
 - a. Joint Tenancy Deed from Dean Lee Estes Revocable Living Trust 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



20241095

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. 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 BI



20241095



COMMITMENT FOR TITLE INSURANCE

Issued By
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



20241095

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. Right of Way in favor of The Prairie Pipe Line Company recorded May 3, 1926 in Book 218, page 140.
15. Right of Way Contract in favor of Sinclair Prairie Oil Company recorded July 6, 1940 in Book 612, page 572.
16. Establishment of the Conservancy District #2 recorded March 23, 1954 in Book 843, page 303.
17. Right of Way Easement in favor of Bowlegs-Lima Water District, Inc. recorded in Book 1167, page 782.

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



20241095



COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE C

The Land is described as follows:

The Northwest Quarter of the Southwest Quarter (NW/4 SW/4) of Section Sixteen (16), Township Eight (8) North, Range Six (6) East of the Indian Base and Meridian, Seminole County, Oklahoma, LESS AND EXCEPT a tract of land more particularly described as:

Beginning at the Southwest corner of the Northwest Quarter of the Southwest Quarter (SW/c NW/4 SW/4) of Section Sixteen (16), Township Eight (8) North, Range Six (6) East of the Indian Base and Meridian, Seminole County, Oklahoma; thence North 210 feet; thence East 420 feet; thence South 210 feet; thence West 420 feet to the Point of Beginning.

MT

Book 218 Page 140

Exceptions

#14

RIGHT OF WAY

FOR AND IN CONSIDERATION of the sum of Twenty Three & 75/100 Dollars, to the undersigned owners paid, the receipt of which is hereby acknowledged, the undersigned hereby grant to THE PRAIRIE PIPE LINE COMPANY, organized and existing under the laws of the State of Kansas, its successors or assigns, the right of way to lay, maintain, operate and remove a pipe line for the transportation of oil or gas, -

together with the right of ingress and egress, on, over and through the following described lands situate in Seminole County and State of Oklahoma, to-wit:

NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 16, Twp 8 North, Range 6 East,

The said undersigned owners, their heirs or assigns to fully use and enjoy the said premises, except as the same may be necessary for the purposes herein granted to the said THE PRAIRIE PIPE LINE COMPANY, its successors or assigns.

The said THE PRAIRIE PIPE LINE COMPANY, its successors or assigns, hereby agrees to pay any damages which may arise from the laying, maintaining, operating or removing said pipe line; said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owners of said lands, their heirs or assigns, one by THE PRAIRIE PIPE LINE COMPANY, its successors or assigns, and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive.

Said Company, its successors and assigns to have the right to change the size of its pipes, the damage, if any, in making such change to be paid by the said THE PRAIRIE PIPE LINE COMPANY, its successors or assigns.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 17th day of Aug., 1925.

Signed, sealed and delivered
in the presence of --

C O Lucas
Walter Brooks,

-continued-

MT-2-

Book 218 Page 140

State of Oklahoma
County of Hughes..ss

On this 23rd day of March 1926 before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared C O Lucas & Walter Books, to me personally known to be the identical person 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 therein set forth.

WITNESS my hand and official seal.

(SEAL)

Alta Marlin,
Notary Public

My commission expires 12/30/26

Filed for record 5-3-1926 at 8 A M

RIGHT OF WAY CONTRACT.

For and in consideration of the sum of \$34.00 the receipt of which is hereby acknowledged W.A. KIMBLER and MYRTLE ELLEN KIMBLER hereinafter called Grantors, hereby grant unto SINCLAIR PRAIRIE OIL COMPANY, a Maine Corporation, hereinafter called Grantee the right to lay, maintain, inspect, operate, replace, change or remove a pipe line for the transportation of water, casinghead gas, fuel, oil, oil, gas, gasoline and any other products, and also the right to erect, install, maintain, inspect, operate and remove telegraph and telephone lines, and the equipment and apparatus therefor, if grantee desires to do so, to be used in connection with any pipe line owned by said Grantee, on, over and through the following described land of which land Grantors warrant they are the owners in fee simple situated in Seminole County, State of Okla to-wit:

NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 16, Township 8 North, Range 6 East

together with the right of ingress and egress to and from said land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted by this contract, including but not limited to the right to construct, operate and maintain a pipe or pits for the purpose of draining off and buring or otherwise disposing of, waste products from said pipe line.

And for an additional consideration of One Dollar (\$1.00) the receipt of which is hereby acknowledged, said Grantors hereby grant unto said Grantee the right at any time to lay, maintain, operate, inspect, replace, change or remove an additional pipe line or pipe lines alongside of said first pipe line for the transportation of water, casinghead gas fuel, oil, oil, gas, gasoline or any other products, on, over and through said land; and Grantee shall pay to grantor, for each additional line placed on said land by it, at the rate of 50 cents per rod.

Grantors reserve the right to use said land for any and all purposes except the purposes hereby granted to said Grantee. Grantee shall pay any damages caused to crops, pasturage and fences of grantors caused by grantee's operations hereunder. Any pipe line laid hereunder shall be buried so it will not interfere with cultivation of the surface of said premises.

It is agreed that any payment hereunder may be made direct to said Grantors or anyone of them, or by depositing such payment to the credit of said grantors or any one of them in the 1st State Bank of Seminole, Okla and payment so made shall be deemed and considered as payment to each of said grantors; and that the terms conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

-continued-

PIONEER ABSTRACT COMPANY, WEWOKA, OKLAHOMA

MT-2-

Book 612 Page 572

IN WITNESS WHEREOF, Grantors have hereunto set their hands this 12 day of June, 1940.

Signed, sealed and delivered in the presence of --

W.A. KIMBLER
MYRTLE ELLEN KIMBLER

STATE OF OKLAHOMA |
SEMIMOLE COUNTY | SS

BEFORE ME, a Notary Public, in and for said County and State on this 12 day of June, 1940 personally appeared W.A. KIMBLER and MYRTLE ELLEN KIMBLER 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 therein set forth.

My commission expires July 27, 1941 (Seal) Paul Jones, Notary Public
Filed for record July 6th, 1940 at 9 A.M.

#16

ABTRACTER'S NOTE:

Dist. No. 27146 filed March 23, 1954.

Petition outlines boundaries including approximately 157 sections of Seminole County (including the section within which the property being abstracted is located) and a portion of Hughes County. Petitions of Dist. No. 27146 signed by W. E. Grisso, et al and Herman Darks, Mayor of City of Wetumka, Okla., and Roy Cook, Mayor of Holdenville, and R. T. Harber, Mayor of Seminole, Okla., and City of Wewoka, Okla., by Dudley Culp, Mayor. Copies of Resolution authorizing the Mayor of the City of Seminole & Resolution authorizing the Mayor of the City of Wetumka & Resolution authorizing the Mayor of the City of Wewoka & Resolution authorizing the Mayor of the City of Holdenville to sign the petition to create a conservancy District to be known as Wewoka Creek Water and Soil Conservation Association are attached to said Petitions.

District No. 27146 not shown herein, by request, except the following portions of the Petition.

IN THE DISTRICT COURT IN AND FOR SEMINOLE COUNTY, STATE OF OKLAHOMA.

IN RE: CONSERVANCY DISTRICT NO. _____
IN SEMINOLE AND HUGHES COUNTIES, IN
THE STATE OF OKLAHOMA.

No. 27146

PETITION TO ESTABLISH CONSERVANCY DISTRICT

Come now the persons and municipal corporations whose names are subscribed to this Petition, and respectfully state and represent to the Court the following facts:

III.

That the purposes for which the creation of this district is sought, are the following:

- (a) Of preventing floods.
- (b) Of regulating stream channels by changing, widening and deepening same.
- (c) Of reclaiming or of filling wet and overflowed lands.
- (d) Regulating the flow of streams.
- (e) Of diverting, or in whole or in part eliminating, water courses or part of the flowage thereof.
- (f) To maintain, operate and repair any of the construction herein named, and to do all other things necessary for the fulfillment of the purposes of this petition.

VII.

That the outside boundary of said proposed conservancy district, and the territory to be included in such District is as follows: (Lands omitted.)

VIII.

That exactly similar petitions, or duplicate copies of the same petition for the organization of the district sought to be created hereby, are hereby joined and united as one general petition.

WHEREFORE, petitioners pray that proper notice of a hearing of their petition be given by publication in Seminole and Hughes Counties, within the State of Oklahoma, as by Law provided, and that upon a hearing had on said petition, that the Court enter its Decree establishing said district as outlined and proposed in this Petition, under the name of Wewoka Creek, Water and Soil Conservancy District No. _____

- (Lands listed herein, omitted.)
- (All property owners listed, Omitted, including lands listed.)
- (EXHIBIT "A" Showing Map, Omitted.)
- EXHIBIT B. (Copy Resolution, of City of Seminole, Omitted.)
- EXHIBIT C. (Copy Resolution, City of Wetumka, Omitted.)
- EXHIBIT D. (Copy Resolution, City of Wewoka, Omitted.)
- EXHIBIT E. (Copy Resolution, City of Holdenville, Omitted.)

(Abstracter's Note: Decree in the above case was filed in the County Clerk's Office on June 10th, 1954, Recorded in Book 843, Page 303 and not shown herein by request.)

Filed March 23, 1954

TESS HUSER, Court Clerk,

782 1167-782

RIGHT-OF-WAY EASEMENT

INDEXED

Dean Estes 169 ✓

#17

KNOW ALL MEN BY THESE PRESENTS:

5027

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to

Dean Estes... and ...Elizabeth Estes..... husband and wife,

hereinafter referred to as GRANTOR, by Bowlegs-Lima Water District, Inc. a non-profit corporation, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged the grantor does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove pipe lines, meters, valves, and any other equipment which the GRANTEE deems necessary over, across and through the land of the GRANTOR situated in Seminole County, State of Oklahoma, said land being described as follows:

Begin Northwest corner Northwest Quarter Southwest Quarter Section 16-8-6 thence East 208.7 feet thence South 208.7 feet thence West 208.7 feet thence North 208.7 feet to beginning 1 acre

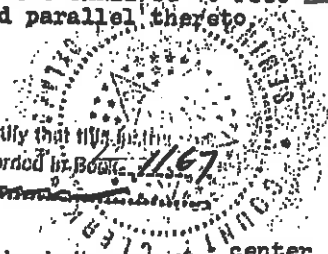
Section 16, Township 8 N, Range 6 E

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns for the purposes of this easement.

The easement shall be twenty (20) feet in width, which is described as follows:

In the above described tract, the center line shall be 40 feet East of the West section line of Section 16 and parallel thereto.

STATE OF OKLAHOMA, COUNTY OF SEMINOLE, SS. I hereby certify that this instrument was filed for record Oct 6, 1971, 8A M, and is duly recorded in Book 1167 at Page 169 ALDA B. RATLIFF, County Clerk, By [Signature]



and a temporary construction easement twenty (20) feet in width parallel and adjacent to the center line of the above described permanent easement; said temporary easement to expire and revert to the GRANTOR when construction is completed.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

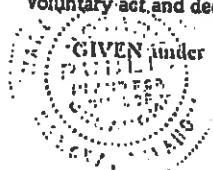
The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 19th day of Oct., 1971

[Signatures of Dean and Elizabeth Estes]

STATE OF OKLAHOMA, COUNTY OF SEMINOLE, SS:

Before me the undersigned, a Notary Public, in and for said County and State, on this 19th day of Oct. 1971, personally appeared Dean Lee Estes and Elizabeth Estes, husband and wife to me known to be the identical person 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 therein set forth.



GIVEN under my hand and seal the day and year last above written.

[Signature of Mary Faye Lindgren] Notary Public

My commission Expires: June 29, 1974...