Transaction Identification Data for reference only:

Issuing Agent:

Buffalo Land Abstract Company, Inc.

ALTA® Universal ID:

1133500

Issuing Office:

Buffalo Land Abstract Company, Inc.

IC.

Phone: (918) 748-8871

1809

Commitment No.:

1808-0073-01

Issuing Office File No.:

1808-0073-01

Property Address:

Route 3 Box 228-1, Sallisaw, OK 74955

Issued By:

Loan ID No .:

Kristi Mericle

#### **SCHEDULE A**

1. Commitment Date: August 31, 2018 at 08:00 AM

2. Policy to be issued:

a. ALTA Owners Policy (06/17/2006)

Proposed Insured: A natural person or legal entity acceptable to the Company

Proposed Policy Amount: TBD

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:

United States of America (entry 99, 114)

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED

American Eagle Title Insurance Company

Countersigned By: Buffalo Land Abstract Company, Inc.

juti Mencle

Bv.

Kristi Mericle, License #111538

Authorized Signatory

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## **EXHIBIT "A"**

A part of the South 10 acres of NE 14.67 acres of Lot 1 Section 3, Township 12 North, Range 24 East, Sequoyah County, Oklahoma, more particularly described as beginning at the NE corner of said South 10 acres of NE 14.67 acres of Lot 1, thence South 100 feet; Thence West 660 feet; Thence North 100 feet; Thence East 660 feet to the point of beginning.

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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. Lien Affidavit and Indemnity executed by seller(s), mortgagor(s) and/or contractor (if any) stating that all bills are paid for labor and/or materials which might form 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.
- 5. Satisfactory Affidavit of Possession executed by the seller(s) or mortgagor(s) as may be appropriate.
- 6. Satisfactory proof of identity must be furnished with regard to the parties executing all documents required hereunder. This may be in the form of an Affidavit of Identity executed by the Notary Public before whom the document is executed. Additionally, a copy of the document(s) (driver's license, passport, etc.) relied upon by the Notary Public for identification of such parties must be furnished.
- 7. 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 Oklahoma Minimum Standards for Land Surveying as set forth by Oklahoma State Board of Licensure for Professional Engineers and Surveyors
- 8. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit: (1) Warranty Deed from United States of America, vesting fee simple title in Purchaser(s).
- Obtain satisfactory evidence that no special assessments are due and owing to the city or town in which the subject property is situated.
- 10. Have abstract brought to date if documents are not recorded within 180 days of August 31, 2018 at 8:00 AM which is the date last certified.

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# SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

- 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. Those taxes and special assessments which become due and payable subsequent to Date of Policy.
- 3. Any adverse matters which would be disclosed by a judgement search on the within named insured.
- 4. 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 interests or rights excepted in (a) or (b) appear in the Public Records.
- 5. Water rights, claims or title to water, whether or not shown by the public records.
- 6. Rights or claims of parties in possession of the described property that are not shown by public records or the examined abstract.
- 7. Easements, or claims of easements, not shown by the public records, encroachments, overlaps, discrepancies or conflicts in boundary lines, shortage in area, or other matters which would be disclosed by an accurate and complete survey or inspection of the premises.
- 8. The dower, curtesy, homestead, community property or other statutory marital rights, if any, of the spouse of any individual insured. (this will appear on Owner's Policy only)
- 9. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.
- 10. Statutory right of way along all section lines.
- 11. Right of Way Easement in favor of Sequoyah County Water Association, recorded in Book 350, Page 104. (entry 53)
- 12. Right of Way Easement in favor of Sequoyah County Water Association, recorded in Book 350, Page 107. (entry 54)
- 13. Right of Way Easement in favor of Cookson Hills Electric Cooperative, Inc., recorded in Book 740, Page 45. (entry

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- 14. Right of Way Easement in favor of Cookson Hills Electric Cooperative, Inc., recorded in Book 805, Page 798. (entry 68)
- 15. Right of Way Easement in favor of Cookson Hills Electric Cooperative, Inc., recorded in Book 888, Page 119. (entry 69)
- 16. Right of Way Easement in favor of Cookson Hills Electric Cooperative, Inc., recorded in Book 1002, Page 58. (entry 76)
- 17. Right of Way Easement in favor of Sequoyah County Water Association, recorded in Book 1003, Page 112. (entry 77)
- 18. Right of Way Easement in favor of Cookson Hills Cooperative, Inc., recorded in Book 1202, Page 208. (entry 113)
- 19. Right of Way Easement in favor of Cookson Hills Electric Cooperative, Inc., recorded in Book 1398, Page 216. (entry 142)

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