South Canadian River Frontage Land Auction

Thursday, March 10 • 6pm | Held at the Moss School District Cafeteria, Holdenville, OK



Information Booklet



DISCLAIMER:

This information booklet includes information obtained or derived from third-party sources. Although believed to be accurate and from reliable sources, such information is subject to verification and is not intended as a substitute for a prospective buyer's independent review and investigation of the property. Prospective buyers are responsible for completing their own due diligence.

THIS PROPERTY IS OFFERED "AS IS, WHERE IS". NO WARRANTY OR REPRESENTATION, STATED OR IMPLIED, IS MADE CONCERNING THE PROPERTY. Without limiting the foregoing, Owner and Auction Company and their respective agents and representatives, assume no liability for (and disclaim any and all promises, representations and warranties with respect to) the information and reports contained herein.



SCHRADER REAL ESTATE & AUCTION CO., INC.

950 N. Liberty Dr., Columbia City, IN 46725 260-244-7606 or 800-451-2709 SchraderAuction.com

TERMS & CONDITIONS:

PROCEDURE: Property will be offered as an individual tract per auction date & time. There will be open bidding throughout the auction as determined by the Auctioneer. The property will be sold in the manner resulting in the highest total sale price.

DOWN PAYMENT: 10% of the total contract purchase price will be due as a down payment on the day of auction, w/ the balance due in cash at closing. The down payment may be made in the form of cashier's check, personal check, or corporate check. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, SO BE SURE YOU HAVE ARRANGED FINANCING, IF NEEDED, & ARE CAPABLE OF PAYING CASH AT CLOSING.

APPROVAL OF BID PRICES: All successful bidders will be required to enter into purchase agreements at the auction site immediately following the close of the auction. The auction bids are subject to the acceptance or rejection by the Seller.

DEED: Seller shall be obligated only to convey a merchantable title by Special Warranty Deed.

EVIDENCE OF TITLE: Seller agrees to make available to bidder a preliminary title insurance commitment to review prior to auction. The cost of title insurance, if the buyer(s) elects to purchase the title insurance policy,

will be the responsibility of the buyer(s). Seller agrees to provide merchantable title to the property subject to matters of record, general conditions of title, & similar related matters. All tracts sold "AS-IS".

CLOSING: The closing shall take place 45 days after the auction or as soon thereafter as applicable closing documents are completed by Seller.

POSSESSION: Possession shall be at closing.

REAL ESTATE TAXES: Real Estate taxes shall be prorated to the date of closing.

MINERALS: Seller specifically excepts & reserves all minerals, including without limitation, oil, gas, coal, coalbed methane, & all other hydrocarbons, lignite, & all metallic minerals, etc., if any, associated w/ the referenced real estate, & the term "Property" shall not include any mineral rights.

ACREAGE & TRACTS: All acreages, dimensions & square footages are approximate & have been estimated based on current legal descriptions, property tax records and/or aerial photos. Any corrections, additions, or deletions will be made known prior to the auction.

AGENCY: Schrader Real Estate & Auction Company, Inc. & their representatives are exclusive agents of the Seller.

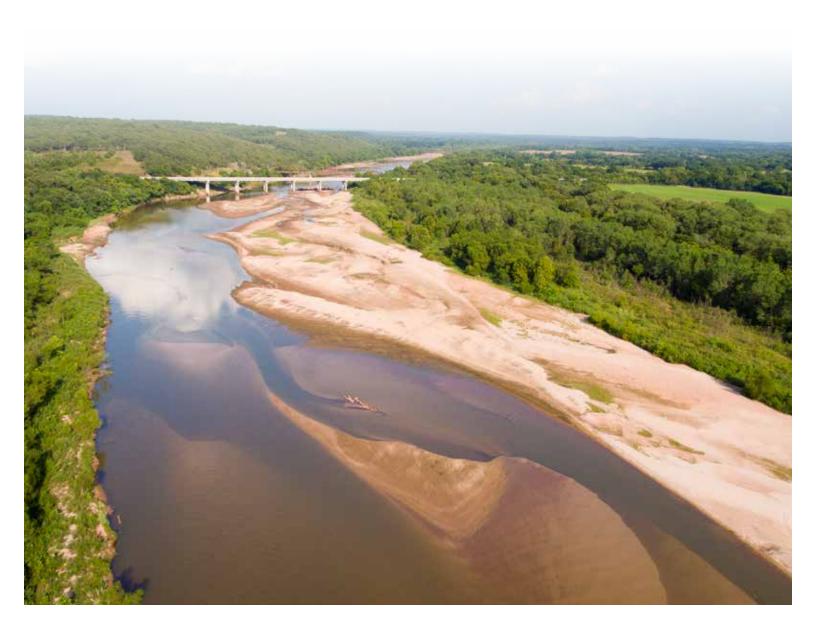
DISCLAIMER & ABSENCE OF WARRANTIES: All information contained

in this brochure & all related materials are subject to the terms & conditions outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, & no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches & dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, & due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. Conduct of the auction & increments of bidding are at the direction & discretion of the Auctioneer. The Seller & Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final. ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.

NEW DATE, CORRECTIONS & CHANGES: Please arrive prior to scheduled auction time to inspect any changes or additions to the property information.

BOOKLET INDEX

- BIDDER REGISTRATION FORMS
- TRACT MAP
- · LOCATION MAP
- · SOILS MAP
- · TOPOGRAPHY MAP
- TAX STATEMENTS
- PRELIMINARY TITLE
- PHOTOS





BIDDER PRE-REGISTRATION FORM

THURSDAY, MARCH 10, 2022 23.4+ ACRES – CALVIN, OKLAHOMA

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc., P.O. Box 508, Columbia City, IN, 46725,

 $\underline{\text{Email to } \underline{\text{auctions@schraderauction.com}}} \text{ or } \underline{\text{brent@schraderauction.com}}, \text{no later than Thursday, March } 3,2022.$

Otherwise, registration available onsite prior to the auction.

BIDDER INFORMATION						
	(FOR OFFICE USE ONLY)					
Name	Bidder #					
Address						
City/State/Zip						
Telephone: (Res) (Office)						
My Interest is in Tract or Tracts #						
BANKING INFORMATION						
Check to be drawn on: (Bank Name)	·····					
City, State, Zip:						
Contact: Phone No:						
HOW DID YOU HEAR ABOUT THIS A	UCTION?					
\square Brochure \square Newspaper \square Signs \square Internet \square Radio	o □ TV □ Friend					
☐ Other						
WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?						
☐ Regular Mail ☐ E-Mail						
☐ Tillable ☐ Pasture ☐ Ranch ☐ Timber ☐ Recreational ☐ Building Sites						
What states are you interested in?						
Note: If you will be bidding for a partnership, corporation or other entity, y with you to the auction which authorizes you to bid and sign a Purchase Ag						
I hereby agree to comply with terms of this sale including, but not limited to, premiums, and signing and performing in accordance with the contract if I am Real Estate and Auction Company, Inc. represents the Seller in this transaction	the successful bidder. Schrader					
Signature: D	ate:					

Online Auction Bidder Registration 23.4± Acres • Hughes County, Oklahoma Thursday, March 10, 2022

This form and deposit are only required if you cannot attend the auction and wish to bid remotely through our online bidding system.

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

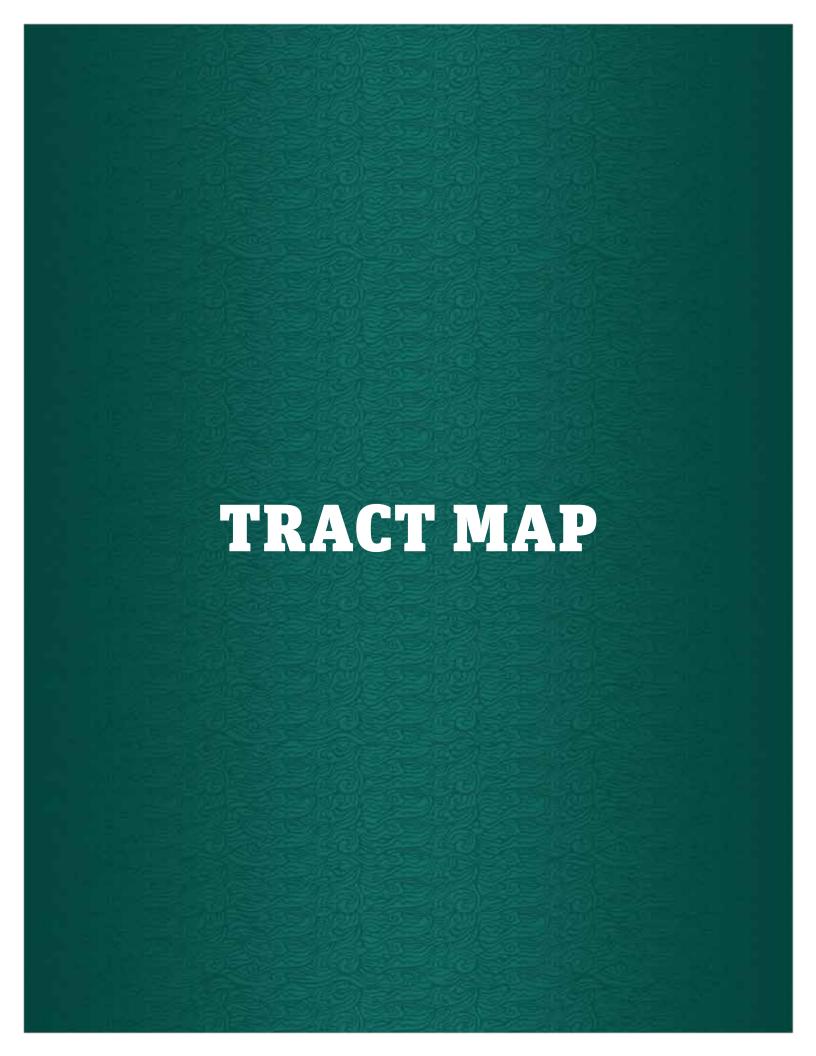
As the registered bidder, I hereby agree to the following statements:

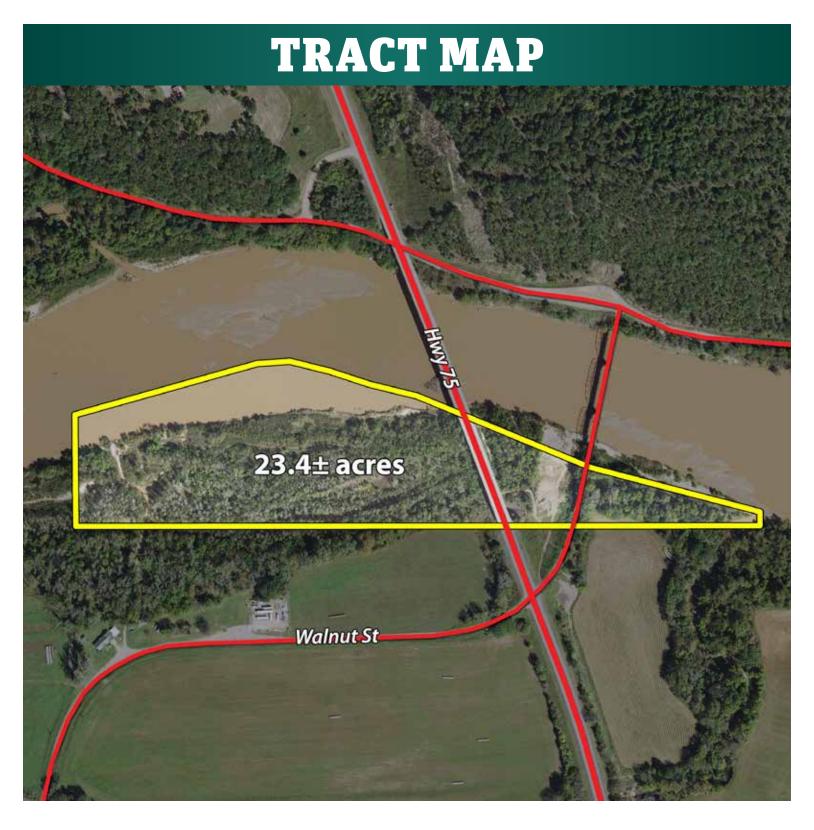
1. My name and physical address is as follows:

	My phone number is:
2.	I have received the Real Estate Bidder's Package for the auction being held on Thursday, March 10, 2022 at 6:00 PM.
3.	I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4.	I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5.	I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6.	I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$ I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.
	Schrader Real Estate & Auction Company, Inc.

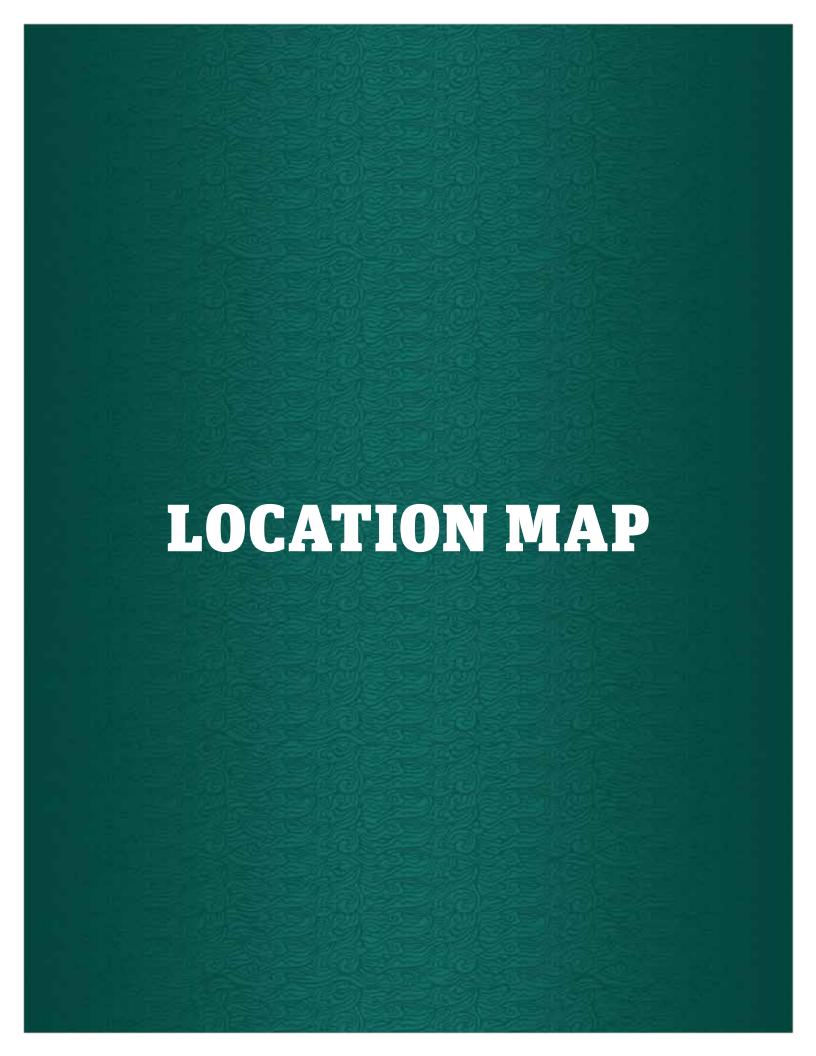
Schrader Real Estate & Auction Company, Inc. 950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725 Phone 260-244-7606; Fax 260-244-4431; email: auctions@schraderauction.com

	For wire instructions please call 1-800-451-2709.	
7.	7. My bank routing number is and bank (This for return of your deposit money). My bank name	nk account number ise, address and phone number is:
8.	8. TECHNOLOGY DISCLAIMER: Schrader Real Estate partners and vendors, make no warranty or guarantee function as designed on the day of sale. Technical problem occurs and you are not able to pure Schrader Real Estate and Auction Co., Inc., its affiliate liable or responsible for any claim of loss, whether technical failure. I acknowledge that I am accepting this auction over the Internet <i>in lieu of actually attending the</i> me.	be that the online bidding system will olems can and sometimes do occur. If a lace your bid during the live auction, s, partners and vendors will not be held actual or potential, as a result of the s offer to place bids during a live outcry
9.	9. This document and your deposit money must be receiv & Auction Co., Inc. by 4:00 PM, Thursday, March 3, form via email to: auctions@schraderauction.com or	2022. Send your deposit and return this
I unde	derstand and agree to the above statements.	
Regist	ristered Bidder's signature	Date
Printe	nted Name	
This d	s document must be completed in full.	
	on receipt of this completed form and your deposit mon password via e-mail. Please confirm your e-mail addre	
E-mai	nail address of registered bidder:	
conve	nk you for your cooperation. We hope your online bidding venient. If you have any comments or suggestions, please sin@schraderauction.com or call Keyin Jordan at 260, 244, 76	end them to:

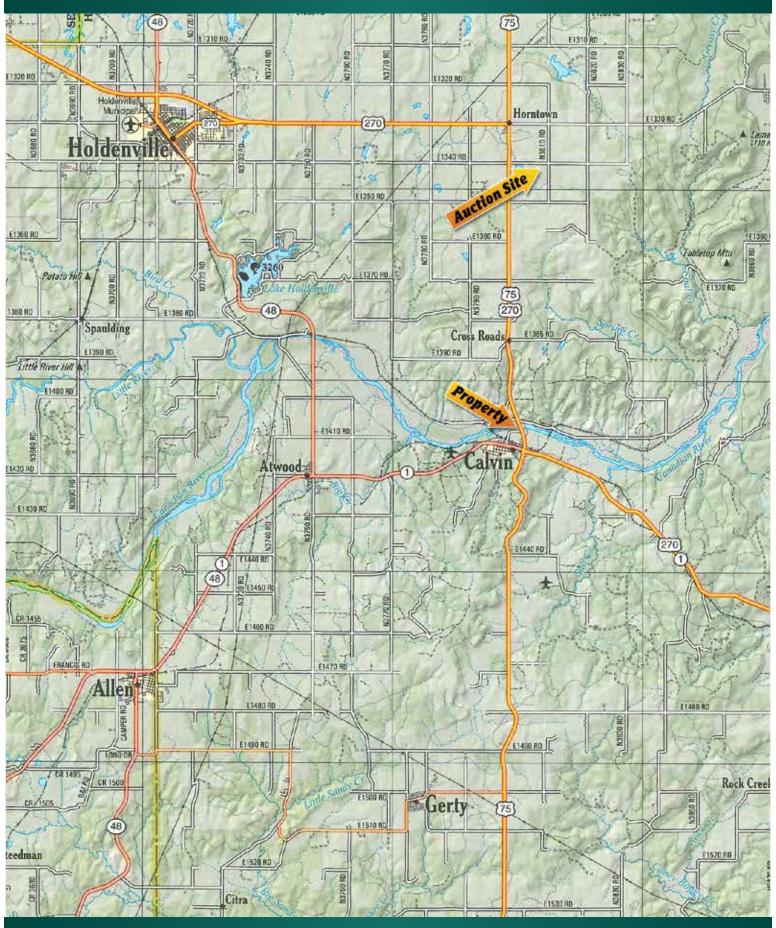




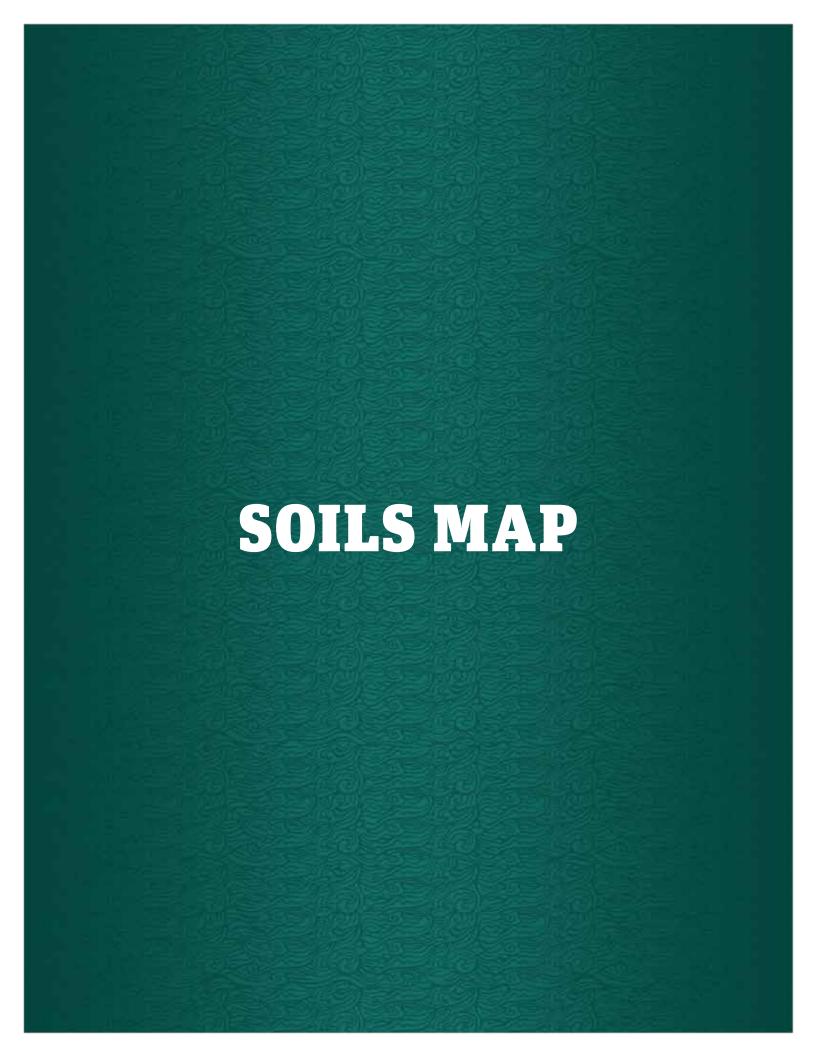
Exciting opportunity to purchase a unique parcel of South Canadian River Frontage land in Hughes County, near the community of Calvin, OK. This is an outstanding recreational piece of real estate with hunting, fishing and ATV river riding opportunities. Conveniently located right off Highway 75, you won't want to miss looking at this excellent piece of Oklahoma recreational land!



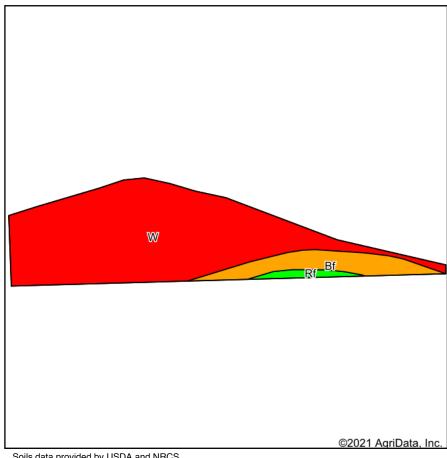
LOCATION MAP

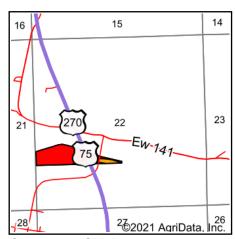


Auction Location: Moss School District Cafeteria • 8087 E 134 Rd Holdenville, OK 74848



SOILS MAP





State: Oklahoma County: **Hughes** Location: 22-6N-10E Township: South Hughes

Acres: 24.39 10/5/2021 Date:





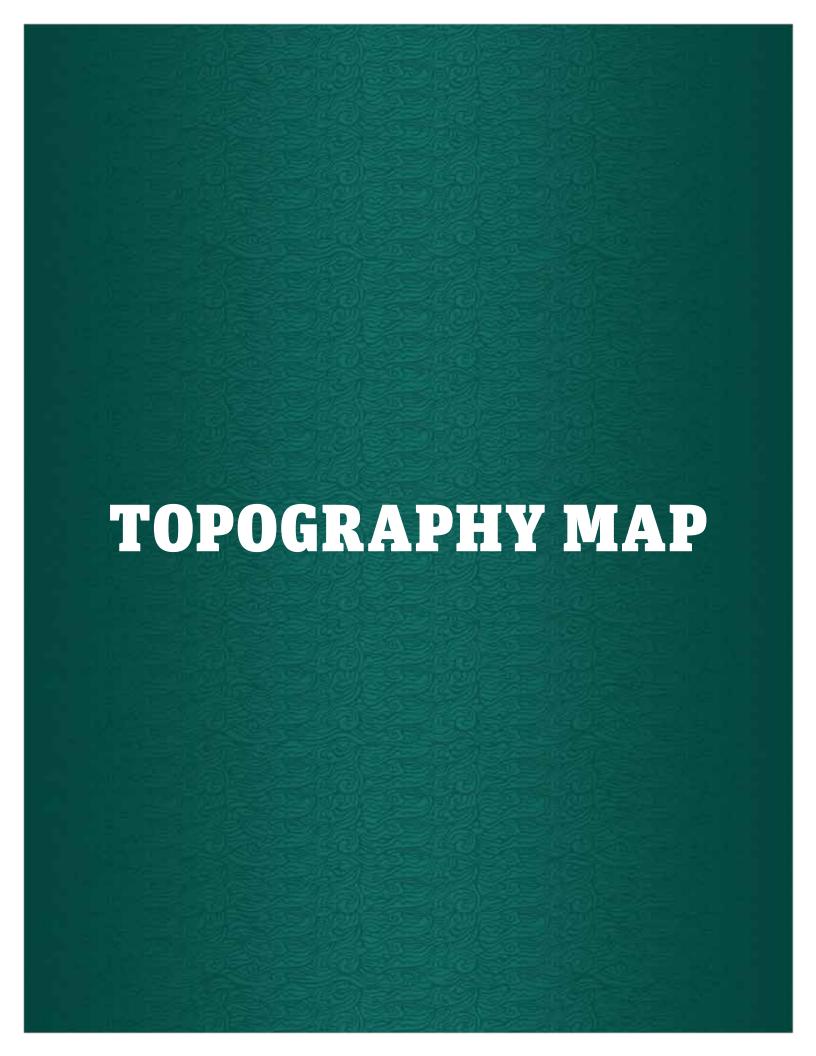


Soils data provided by USDA and NRCS.

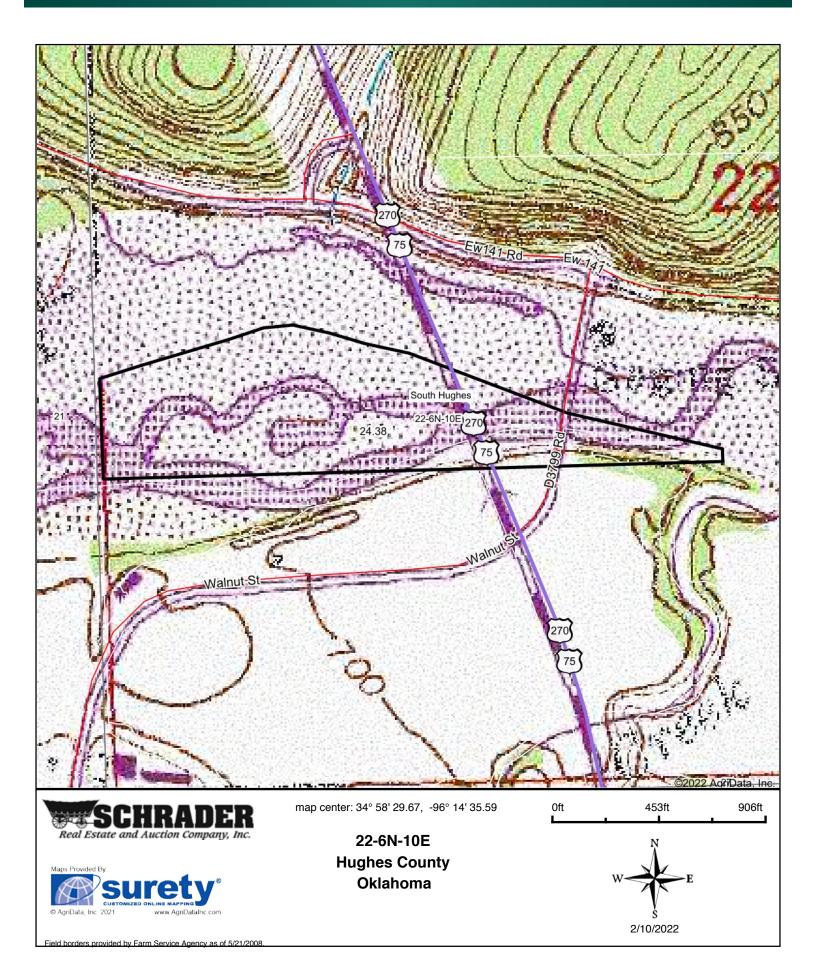
Area 9	rea Symbol: OK063, Soil Area Version: 15												
Code	Soil Description	Acres	Percent of field	Class	Non- Irr Class *c	Alfalfa hay Tons	Common bermudagrass AUM	Cotton lint Lbs	Grain sorghum Bu	Improved bermudagrass AUM	Soybeans Bu	Wheat Bu	*n NCCPI Soybeans
W	Water	20.59	84.4%		VIII								
Bf	Kiomatia loamy fine sand, 0 to 1 percent slopes, occasionally flooded	3.22	13.2%		Ille	4	6	330	35	8	20	25	29
Rf	Choska very fine sandy loam, 0 to 1 percent slopes, rarely flooded	0.58	2.4%		le								50
			Weighted	Average	7.17	0.5	0.8	43.6	4.6	1.1	2.6	3.3	*n 5

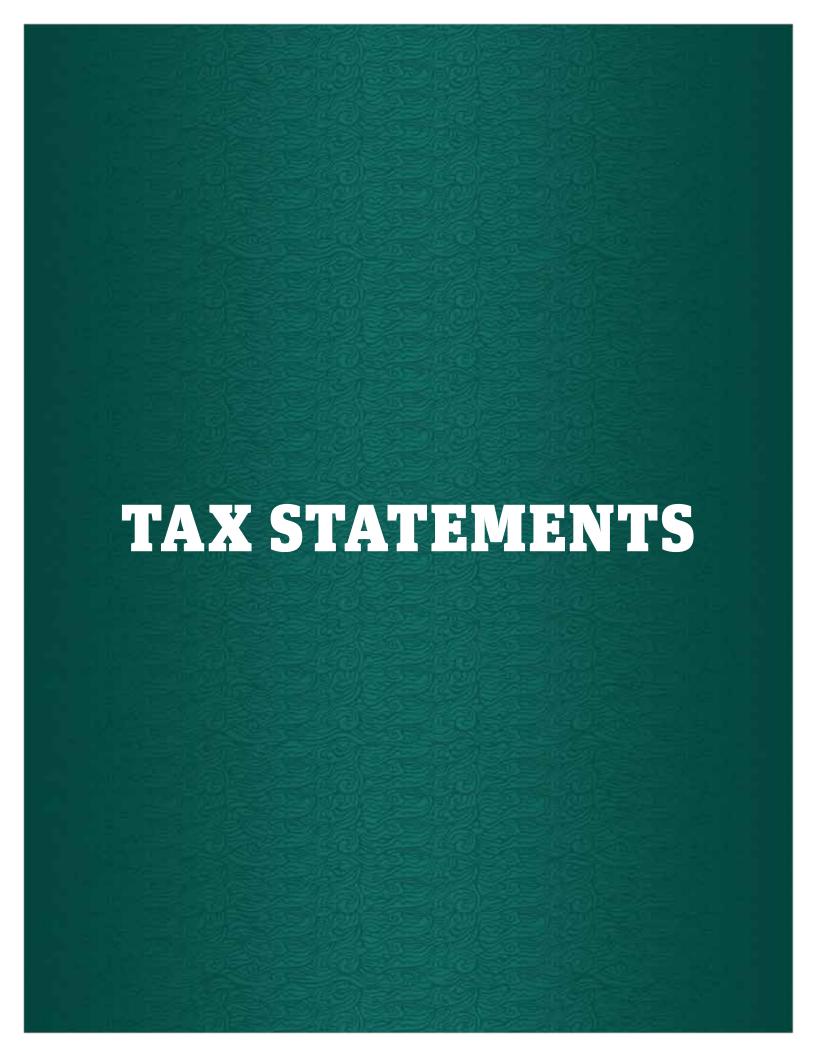
Soils data provided by USDA and NRCS.

^{*}n: The aggregation method is "Weighted Average using all components" *c: Using Capabilities Class Dominant Condition Aggregation Method



TOPOGRAPHY MAP





TAX STATEMENTS

Make Checks Payable to: HUGHES COUNTY TREASURER DAWN LINDSEY

200 N BROADWAY ST #6 HOLDENVILLE, OK 74848 (405) 379-5371

Parcel ID Number 0000-22-006-010-0-005-01

(23.4 Acres)

22-06N-10F

Owner 39109

MAGNOLIA MINERAL COMPANY LLC P.O. BOX 1565 PURCELL OK 73080-0000

Taxpayer Copy

			_	
Breakdown	Mills	Amount		1
COUNTY GENERAL COUNTY HEALTH VO-TECH GENERAL VO-TECH BUILDING COUNTY WIDE 4.MIL SCHOOL DIST GEN SCHOOL DIST BLDG SCHOOL DIST SINK EMS EMS SINKING TOTALS	20	99 96 96 15 98 22 25 1	6.39 1.53 6.47 1.30 2.52 23.09 4.57 1.96 0.69 52.00	2/09/2 12:29 KT
Calvi	n Rura	ı		Lega

Real Estate

School Dist Tax Year Taxroll Item # 1048R 2021 2597 Values Gross Assessed 631 Exemptions 0 Net Assessed 631 Total Tax 52.00 Total Tax Payments 52.00

KΤ None Due Legal Description:

\$0.00

2/09/22

(23.4 Acres) LOTS 5 & 6 LESS 4.88A HY SEC 22-6-10 1123-170 1135-730 1490-591,592 1497-105 1497 107 07/24/20

Retain this portion for your records or when paying in person bring entire statement

0000-22-006-010-0-005-01 HUGHES COUNTY TREASURER DAWN LINDSEY

Real Estate (23.4 Acres) School Dist Tax Year Taxroll Item # 1048R 2021 2597

0000-22-006-010-0-005-01

HUGHES COUNTY TREASURER DAWN LINDSEY

200 N BROADWAY ST #6 HOLDENVILLE, OK 74848 (405) 379-5371

LOTS 5 & 6 LESS 4.86A HY SEC 22-6-10 1123-170 1135-730 1490-591,592 1497-105 1497 107 07/24/20

PAID IN FULL

Real Estate

Tax Receipt

(23.4 Acres)

Owner 39109

MAGNOLIA MINERAL COMPANY LLC P.O. BOX 1565 PURCELL OK 73080-0000 Enter Address Changes Here

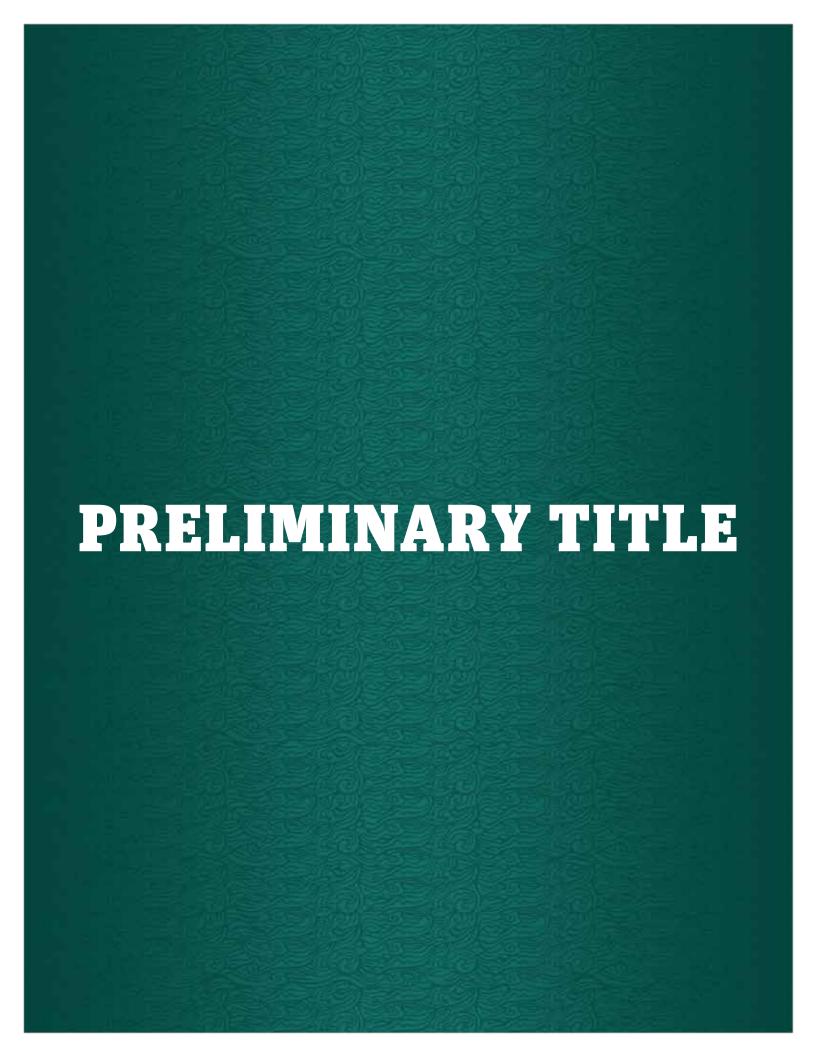
PAID IN FULL

School Dist Tax Year Taxroll Item # 1048R 2021 2597 Payment Enclosed Payments Total Tax Due 52.00 52.00 Total 52.00 Payment Tax Balance Due

Payment on 12/03/21 with CHECK on Receipt 573 for Taxes MAGNOLIA MINERAL COMPANY LLC Check# 1139

W M Deputy__

Run: 2/09/22 12:29:03





COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

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.: 20211837-1 Issuing Office File No.: 20211837 Property Address: Raw Land

SCHEDULE A

1. Commitment Date: September 9, 2021 at 08:00 AM

2. Policy to be issued:

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

Proposed Insured: Purchaser with contractual obligations under a Real Estate agreement

Proposed Policy Amount: \$0.00

b. ALTA Loan Policy (06/17/06)

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 Policy Amount: \$0.00

- 3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
- 4. The Title is, at the Commitment Date, vested in:

Magnolia Mineral, Co., LLC, by virtue of a Warranty Deed recorded March 19, 2020 in Book 1490 at Page 591, Warranty Deed recorded March 19, 2020 in Book 1490 at Page 592; Correction Warranty Deed recorded July 24, 2020 in Book 1497 at Page 105 and 107 and a Journal Entry recorded December 14, 2020 in Book 1503 at Page 871.

5. The Land is described as follows:

Lots Five (5) and Six (6) in Section 22, Township 6 North, Range 10 East of I.M., LESS AND EXCEPT a tract described as follows: Beginning at a point on the South line of said Lots 5 and 6, a distance of 1531.5 feet East of the SW/Corner of said lots; thence East along said South line a distance of 377.3 feet to a point on the East right-of-way line of U.S. No. 75; thence N 11°17' E along said right-of-way line a distance of 196.2 feet; thence S 67°53' W a distance of 160.6 feet; thence N 22°07' W a distance of 309.9 feet; thence N 71°35' W a distance of 394.7 feet; thence S 22°07' E a distance of 596.0 feet to the point of beginning.

This page is only a part of a 2016 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)

Fidelity National Title Insurance Company

SEAL

ATTEST

President

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.
- 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 Wordprotemps, Inc and MCCO, LLC and Magnolia Mineral, Co., LLC to Purchaser with contractual obligations under a Real Estate agreement.
 - b. None from Purchaser with contractual obligations under a Real Estate agreement to Lender with contractual obliga, securing the principal amount of \$0.00.
- 5. 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 and 16, 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.

- 6. 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.
- Obtain unmatured special assessment certificate and obtain full payment of all assessments listed; if certificate is not ordered, an exception will be taken in 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.
- Obtain a Final Report for issuance of title policy.

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- Obtain a Uniform Commercial Code search as to Magnolia Mineral Company, LLC in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
- Obtain a court search as to Purchaser with contractual obligations under a Real Estate agreement in Hughes County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
- 12. 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 and 16, 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.

- 13. 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.
- 14. Obtain unmatured special assessment certificate and obtain full payment of all assessments listed; if certificate is not ordered, an exception will be taken in policy.
- 15. 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.
- Obtain a Final Report for issuance of title policy.

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COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

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. Rights or claims of parties in possession not recorded in the public records.
- 3. Easements or claims of easements not recorded in the public records.
- Any encroachment, 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.
- 5. Any statutory lien, or right to lien, for services, labor, or material arising from construction of an improvement or work related to the Land and not recorded in the Public Records.
- 6. Taxes or special assessments which are not shown as existing liens by the public records.
- 7. Ad Valorem Taxes for the year 2021, amount of which is not ascertainable, due or payable.
- 8. 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.
- 9. Water rights, claims or title to water, whether or not shown by the public records.
- 10. Highway easement in favor of the State of Oklahoma recorded July 16, 1966 in Book 390 at Page 592.
- 11. Channel Change Easement recorded June 16, 1966 in book 390 at Page 594.

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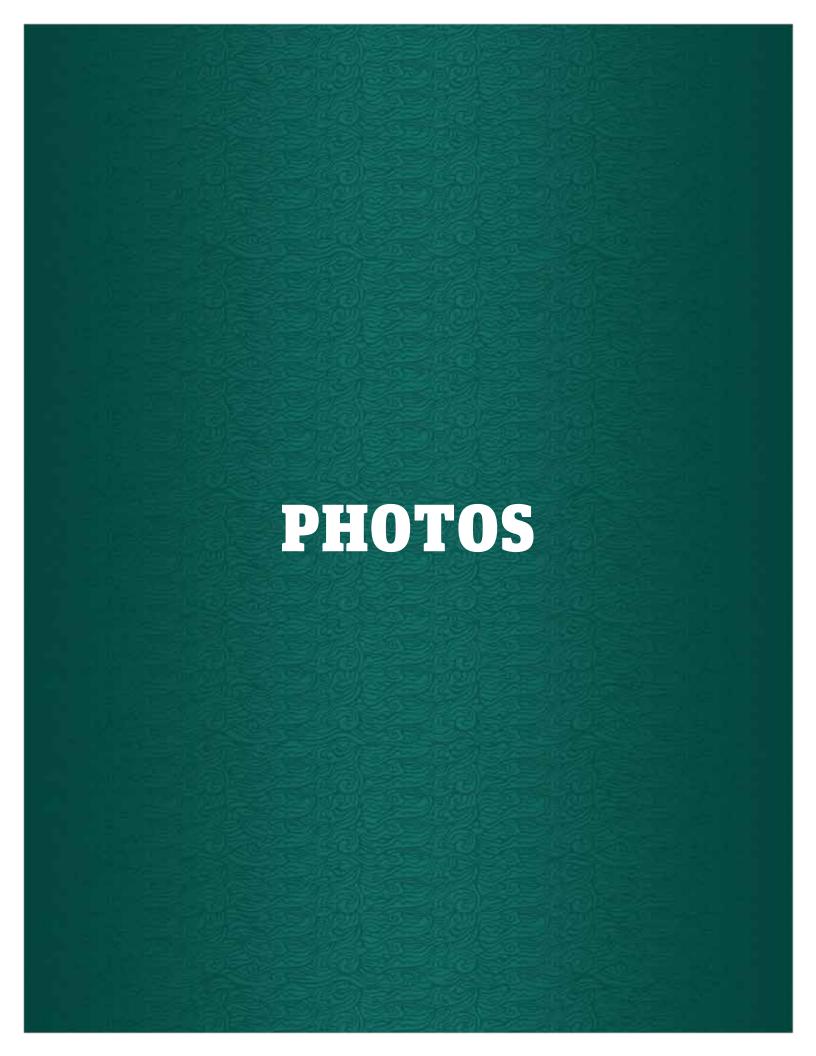
- 12. Pipeline easement recorded December 18, 2000 in Book 939 at Page 610.
- 13. Pipeline easement recorded June 12, 2001 in Book 946 at Page 852.
- 14. Pipeline easement recorded February 2, 2005 in book 1020 at Page 688.
- Statutory easement for roadway along Section line.

NOTE: Due to the U.S. Supreme Court decision in the case McGirt v. Oklahoma, 140 S.Ct. 2452 (2020) the Land described herein is or may be located within the boundaries of a Native American reservation. The governmental powers, rights and regulations referenced in paragraphs 1 and 2 of the Exclusions from Coverage of this policy include any powers, rights and regulations of such Native American tribe.

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PHOTOS





PHOTOS









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