

#### 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.: 20250511-1 Issuing Office File No.: 20250511

Property Address: Purcell, OK 73080

#### **SCHEDULE A**

1. Commitment Date: April 23, 2025 at 07:30 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: , 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:

Lucretia Sue Harper, 1/6 interest and Cayce Leallen Harper, 1/9 interest and Natalie Joan Harper, 1/9 interest and Wayne Harper, 1/9 interest by a Final Decree recorded February 28, 1986 in Book 1076, Page 193 and an Order in Case NO. CV-2022-16 recorded in the Office of the County Court Clerk of McClain County Oklahoma on April 6, 2022;

Paul Hardcastle, 1/2 interest, by a Warranty Deed recorded Septebmer 25, 1978 in Book 614, Page 338 and an Order in Case NO. CV-2022-16 recorded in the Office of the County Court Clerk of McClain County Oklahoma on April 6, 2022.

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#### **SCHEDULE A**

(Continued)

5. The Land is described as follows:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), Block Eight (8) and Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), Block Seven (7), in SILVER CITY, McClain County, Oklahoma according to the recorded plat thereof.

AND

Beginning at the Southeast corner of Lot 12, Block 8, SILVER CITY, for a point of beginning; thence East 30 feet; thence South 140 feet; thence West 660 feet; thence North 140 feet; thence East to the point of beginning, in Section Thirteen (13), Township Six (6) North, Range Two (2) West, McClain County, Oklahoma.

Fidelity National Title Insurance Company

By: Juff J. Michael J. Nolan President

ATTEST: Mayoru Hemofua

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.
  - Joint Tenancy Deed from Lucretia Sue Harper and Cayce Leallen Harper and Natalie Joan Harper and Gregory Wayne Harper to Purchaser with contractual obligations under a Real Estate agreement.
  - b. Mortgage from Purchaser with contractual obligations under a Real Estate agreement 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.

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# 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. File a satisfactory affidavit as provided in Title 16 Okl. St. §76(b)(2) to extinguish any claim to the "surface" title arising under the following "stray" instrument(s):

Quit Claim Deed recorded October 16, 2007 in Book 1858, Page 739; Quit Claim Deed recorded February 5, 2015 in Book 2217, Page 362; Order Allowing Final Account recorded February 2, 2023 in Book 2837, Page 119.

13. A Partition of the subject lands commences at Page 127 (Case No. CV-2022-16) of the abstract. Submit for examination all of the valid recorded instruments finalizing the sale of the subject lands and further requirements will be made as necessary.

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### COMMITMENT FOR TITLE INSURANCE

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# 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 2025 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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#### **SCHEDULE B-II**

(Continued)

- 13. Arising from the propsed 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 recorded October 18, 1927 in Book 71, Page 290.
- 15. All items affecting subject Lot as shown on the recorded plat of Silver City recorded in Book 160, Page 109 are made a part hereof.
- 16. Ordinance No. 650 recorded May 11, 1964 in Book 376, Page 699.
- 17. Easement in favor of the City of Purcell recorded February 28, 1967 in Book 422, Page 124.

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W. C. BOYER and ANNIE BOYER. his wife

TO

RIGHT OF WAY

DATED: Sept. 21, 1927

FILED: Oct. 18, 1927, 9 A.M. REC'D: BOOK 71, Page 290

OFFICE: COUNTY CLERK McCLAIN COUNTY, OKLAHOMA

LONE STAR GAS COMPANY, a corporation

CONSIDERATION: \$11.00

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of Eleven and No/100 (\$11.00) Dollars to the undersigned, W. C. BOYER and ANNIE BOYER, his wife, (herein styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL AND CONVEY unto LONE STAR GAS COMPANY, a corporation, (herein styled Grantee), its successors and assigns, the right of way and easement to construct, maintain and operate pipe lines and appurtenances thereto, and to construct maintain and operate pipe lines and appurtenances thereto. ances thereto, and to construct, maintain and operate telegraph and telephone lines in connection therewith, together with the necessary poles, guy wires and anchors, over and through the following described lands situate in McClain County, State of Oklahoma, to-wit:

NW/4 SW/4 Section 13, Township 6 North, Range 2 West.

Filed by

TO HAVE AND TO HOLD unto said Grantee, its successors and County Clerk assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises for theok 7/ rurpose of construction, inspection, repairing, maintaining, and Page 290 replacing the property of Grantee above described, and the remvolDate 10/18/1927 of such at will, in whole or in part.

Time 9:000 a.m. Time 9:00 a.m.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the constructuion, maintenence and operation of said pipe, telegraph and telephone lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee and the third by the two so appointed as aforesaid, and the written award

(CONT'D)

# -2-kIGHT OF WAY (CONT'D).

of such three persons shall be final and conslusive. Should more than one pipe line be laid under this grant at any time, the sum of twenty-five cents per lineal rod for each additional line shall be paid, besides the damages above provided for.

Upon writeen application to the Grantee at Dallas, Texas, the Grantee will make or cause to be made a tap on any gas pipe lines construction by Grantee on Grantor's premises for the purpose of supplying as to the Grantor for domestic use only, the cost of meter, saddle and labor to be borne by said Grantee, all other expenses, including fittings, to be born by Grantor, gas to be measured and furnished at the main line of Grantee at the same price and under the same rules and regulations as prevail in the nearest city or town where grantee is supplying gas.

It is expressly agreed and understood that telephone and telegraph poles shall be placed along fences, roads or property lines of the above described premises.

The consideration first above recited as being paid to Grantor by Crantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heir,s, legal representaitives, successors and assigns of the parties hereto.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

Witness the execution hereof on this the 21 day of Sept. A.D. 1927.

SIGNED and delivered in the presence of the undersigned witnesses. R. F. WOLVERTON, Right of Way Agent.

W. C. BOYER ANNIE BOYER

(CONT'D)

-3-RIGHT OF WAY (CONT'D).

STATE OF OKLAHOMA )

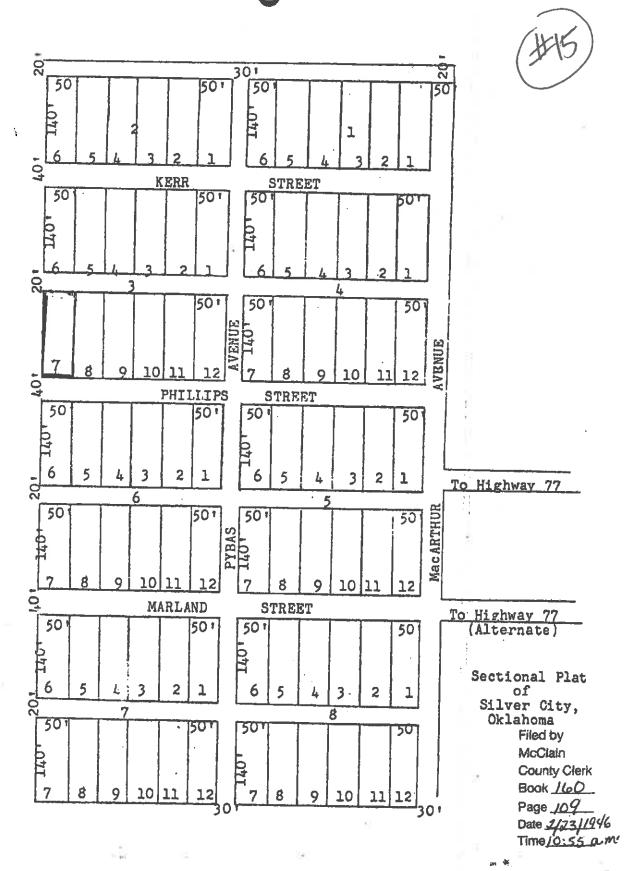
COUNTY OF McCLAIN )

On this 21 day of Sept. 1927, before me, the undersigned a Notary Public in and for said County and State aforesaid, personally appeared W. C. BOYER and ANNIE BOYER, his wife, to me known to be the idenctical 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.

Witness my hand and official seal.

(SEAL)
My commission expires
6-6-1931.

ANNIE BELL TRENT, Notary Public



-2-PLAT (CONT'D).

KNOW ALL MEN BY THESE PRESENTS, That A. H. EDGMON of McClain County, Oklahoma, the undersigned owner of the following described tract of land situated in McClain County, Oklahoma, to-wit:

The West Half of the Northwest Guarter of the Southwest Guarter of Section 13, Township 6 North, Range 2 West,

has caused the same to be surveyed into Lots, Blocks, Streets and Alleys and that the Plat set out on this sheet is a true plat of said survey and is hereby adopted as such and the above described tract of land so surveyed shall be designated as SILVER CITY, OKIAHOMA.

The Streets and alleys are shown and designated on said Plat are hereby dedicated to the Public to be used for the purposes of travel and any other uses and purposes to which streets and alleys are ordinarily put.

Witness my hand this the 23rd day of February, 1946.

A. H. EDGMON ZOLA ALICE EDGMON

STATE OF OKLAHOMA ) SS COUNTY OF McCLAIN )

Before me the undersigned Notary Public in and for said County and State on this 23rd day of February, 1946, personally appeared A. H. EDGMON and ZOLA ALICE EDGMON, his wife, to me known to be the identical persons who signed the within and foregoing instrument and acknowledged to me that the\* 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 above written.

(SEAL)
My commission expires
July 28, 1948

HORACE L. HUNTER
Notary Public

(CONTID)

-3-PLAT (CONT'D).

#### SURVEYORS CERTIFICATE

STATE OF OKLAHOMA )
COUNTY OF McCLAIN )

I, L. M. KEMP, do hereby certify that I am by occupation a Surveyer and that I did survey the plat the above and foregoing described tract of land into Lots, Blocks, Streets and Alleys and that the plat set out on this sheet is a true and correct plat of said survey.

Witness, my hand and seal the day and year above written.

L.M.KEMP

STATE OF OKLAHOMA ) SS

Before me the undersigned Notary Public, in and \*\*\* said County and State on this 23rd day of February, 1946, personally appeared L. M. KEMPIto me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year above written.

(CHAI)

HORACE L. HUNTER

Notary Public

July 28, 1948.

FILED FOR RESORD: February 23, 1946 at 10:55 A.M., in the office of the Sounty Clerk McClain County, Oklahoma, and recorded in Book 160 at Page 109.

AN ORDINANCE LXTENDING THE CITY LIMITS OF THE CITY OF PURCELL, OKLAHOMA, TO INCLUDE A TRACT OF LAND MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST? OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 2 WEST AND PROCEEDING NORTH ALONG THE PRESENT CITY LIMITS OF PURCELL A DISTANCE OF 95% FEET, THENCE EAST ALONG THE PRESENT CITY LIMITS OF PURCELL TO A POINT 30 FEET EAST OF THE GENTER-LINE OF U. S. HIGHWAY 77; THENCE IN A SOUTFERLY DIRECTION ALONG THE PRESENT CITY LIMITS OF PURCELL ON A LINE PARALLEL TO THE CENTER-LINE OF U. S. HIGHWAY 77 TO THE INTERSECTION WITH THE SOUTHEAST COPINER OF THE SEX NOW SEX OF SAID SECTION 13; THENCE WEST TO THE SOUTHEAST COPINER OF THE SEX NWY SEX OF SECTION 14, TOWNSHIP 6 NORTH, RANGE 2 WEST; THENCE WEST AN ADDITIONAL 330 FEET TO THE INTERSECTION WITH THE PRESENT CITY LIMITS OF PURCELL; THENCE NORTH ALONG THE PRESENT CITY LIMITS OF PURCELL TO THE CENTER OF THE SEX NWY SEX OF SAID SECTION 14; THENCE TURNING NORTH 15°00' EAST AND DINNING ALONG THE PRESENT CITY LIMITS OF PURCELL TO AN INTERSECTION WITH THE SOUTH LINE OF THE NEX OF SAID SECTION 14; THENCE EAST ALONG THE PRESENT CITY LIMITS OF PURCELL TO AN INTERSECTION WITH THE SOUTH LINE OF THE NEX OF SAID SECTION 14; THENCE EAST ALONG THE PRESENT CITY LIMITS OF PURCELL TO AN POINT TYPE SOUTH LINE OF THE NEX OF SAID SECTION 14; THENCE EAST ALONG THE PRESENT CITY LIMITS OF PURCELL TO AN POINT TYPE SOUTH LINE OF OKLAHOMA; EFFECTIVE IMMEDIATELY UPON PASSAGE AND PUBLICATION; AND DECLATING AN EMERGENCY.

WHEPLAS, The City Commission of the City of Purcell, Oklahoma, in planning the future growth and development of said City, having deemed it in the best interests of the citizens and residents thereof to annex the following described property, to-wit:

Begin in all the Southwest corner of the Northwest of Section 13, Township 6 North, Range 2 West and proceeding North along the present City limits of the City of Purcell a distance of 954 feet, thence East along the present City limits of Purcell to a point 30 feet East of the center-line of U. S. Highway ?7; thence in a Southerly direction along the present City limits of Purcell on a line parallel to the center-line of U.S. Highway ?7 to the intersection with the South boundary of the NW4 SW4 of said Section 13; thence West to the Southeast corner of the SE4 NW4 SE4 of Section 14, Township 6 North, Range 2 West; thence West an additional 330 feet to the intersection with the present City limits of Purcell; thence North along the present City limits of Purcell to the center of the SE4 NW4 SE4 of the present City limits of Purcell to an intersection with the South limits of Purcell to an intersection with the South limits of Purcell a distance of 660 feet to a point where said line intersects the East boundary of Section 14, Township 6 North, Range 2 West, which point is the point of beginning, all in McClain County, State of Oklahoma,

NOW, THEREFORE, THE COMMISSION OF THE CITY OF PURCELL HEREFY ORDAINS:

Section 1. That the City limits of the City of Purcell, Oklahoma, be extended to include the following described property, to-wit:

Beginning at the Southwest corner of the Northwest? of Section 13, Township 6 North, Range 2 West and proceeding North along the present City limits of Purcell a distance of 95% feet, thence East along the present City limits of Purcell to a point 30 feet East of the center-line of U.S. Highway 77; thence in a line parallel to the center-line of U.S. Highway 77 to the intersection with the South boundary of the NW? SW? of said Section 13; thence West to the Southeast corner of the SEN NW? SE? of Section 13; 14, Township 6 North, Range 2 West; thence West an additional 330 feet to the intersection with the present City limits of Purcell; of the SE? NW? SE? of said Section 14; thence North along the present City limits of Purcell to the center of the SE? NW? SE? of said Section 14; thence turning North 45000 East and running along the present City Limits of Purcell to an intersection with the South line of the NE? of said Section 14; thence East along the present City limits of Purcell a distance of 600 feet to a point where said line intersects the East boundary of Section 14, Township 6 North, Range 2 West, which point is the point of beginning, all in McClain County, State of Oklahoma,

Ho

Filed by
McClain
County Clark
Book 376
Page 699
Date 5/11/1964
Time 11:00 q.m

and the same is hereby annexed to said City.

Section 2. That for the preservation of the public peace, and safety, an emergency is hereby deemed to exist by reason whereof this ordinance shall take effect, and be in full force and effect immediately from and after its passage, approval and publication.

Passed and approved this 19 day of June, 1961

Cecil Clerk, Mayor

Rachel P. Conyers

*ि*कर्त्यम )

This is to certify that the above is a true and correct copy of said ordinance which was passed and approved by the City Commission of Purcell, Oklahoma on June 19th., 1961

Rachel Cong

The state of the s

MOCLAIN COUNTY SS

742

KNO " ALL MEN BY THESE PRINCINES:

THAT DOROTHY BLACKWELL BATTLES AND 324 BATTLES HEREINAFTER CALLLE THE GRANTOR (WHETHER ONE OR MORE) IN CONSIDERATION OF THE SUM OF \$1.00 TO THE GRANTOR IN HAND FAID IN CASH, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DOES MEREBY GRANT, BARGAIN, BELL AND CONVEY UNTO THE CITY OF PURCELL, A MUNICIPALITY HEREINAFTER CALLED THE GRANTEE, AN EASEMENT AND RIGHT OF WAY OVER, THROUGH, UNDER AND ACROSS THE FOLLOWING DESCRIBED REAL ESTATE AND PREMISES SITUATED IN S.H. N.H. S.H. SECTION 13, T. 6 N., R. 2 H., I.M., TO WIT:

10 FEET A STRIP OF LAND 20 FEET WIDE LYING/EITHER SIDE OF A GENTERLINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH R/W LINE OF MAG ARTHUR STREET 10 FEET westerly from the east R/V line of said street; thence southerly parallel to the east line of said  $SN_{\frac{1}{4}}^{2}$ ,  $NN_{\frac{1}{4}}^{2}$ ,  $SN_{\frac{1}{4}}^{2}$  to a point on the south line of said  $SN_{\frac{1}{4}}^{2}$ ,  $NN_{\frac{1}{4}}^{2}$ ,  $SN_{\frac{1}{4}}^{2}$  said point being 10 feet westerly from the S.E. corner of  $SN_{\frac{1}{4}}^{2}$ ,  $NN_{\frac{1}{4}}^{2}$ ,  $SN_{\frac{1}{4}}^{2}$ .

ALONG WITH A TEMPORARY CONSTRUCTION EASEMENT 40 FEET WIDE LYING PARALLEL AND ADJACENT TO BOTH SIDES OF THE ADOVE DESCRIBED PERMANENT EASEMENT.

THE RIGHT TO CONSTRUCT, INSTALL AND MAINTAIN, UTILITY SYSTEM IMPROVEMENTS.

TO HAVE AND TO HOLD THE SAME UNTO THE GRANTEE AND ITS SUCCESSORS AND ASSIGNS FORCVER.

DATED THIS \_\_ 21stoay of February

	*******		\$ 2	un Bu	telis
ACKNONLEDGMENT					
STATE OF C	KLAHOMA	. )	•		
COUNTY OF	KLAHOMA	) 53.	ii m	(	<i></i>
BEFORE ME, THE UNDERGICALL, ADTARY PUBLIC, IN SEED COUNTY AND STATE ON THIS THE 21 DAY OF FEBRUARY 167 -CALONALLY APPEARED  DOROTHY B. BATTLES AND SAM BATTLES husband and wife TO ME KNOWN TO THE IDENTICAL PIRLONS WHO EXECUTED IN IN FOREGOING					
INSTRUMENT, A	O THE IDENTICAL PIRLS  O THOUSEDED TO	NS %HO E	HEY THEOUT	1. 1. A. FORE	THEIR

WITNESS MY AM . A AND OFFICIAL SEAL THE DAY AND YEAR LAST ABOV WHITTEN.

PREE AND VOLUNTAL . HOT AND DEED TO THE UBEG AND PURPOSE. THER ATT FORTH.

OCTOBER 1, 1967 My Connission Exerces:

Filed by McClain County Clerk Book 422 Date <u>2/28/196</u>7 Time 10:30a.m.