

*Cover page for:*

# **Preliminary Title Insurance Schedules**

*Preliminary title insurance schedules prepared by:*

**American Abstract Company of McClain County**

**(File Number: 20250737)**

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## **Auction Tract 21**

**(Kay County, Oklahoma)**

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*For June 24, 2025 auction to be conducted by:*

**Schrader Real Estate and Auction Company, Inc.**

*On behalf of:*

**Estate of Ruth Helen Steichen**

# 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.:**

**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.:** 20250737-1  
**Issuing Office File No.:** 20250737  
**Property Address:** Vacant Land Section 22, Ponca City, OK 74601

1. **Commitment Date:** June 4, 2025 at 07:59 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 Real Estate agreement \$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. \$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:**

Ruth Helen Steichen, by a Warranty Deed recorded May 18, 1951 in Book 182, page 495 an an Affidavit of Surviving Joint Tenant recorded August 25, 2010 in Book 1502, page 231.

5. **The Land is described as follows:**

The East Half of the Northeast Quarter of Section 22, Township 25 North, Range 1 East of the Indian Meridian, Kay County, Oklahoma.

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File No.: 20250737

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



**SCHEDULE A**  
(Continued)

**STEWART TITLE GUARANTY COMPANY**

*Gayle Helton*

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Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.

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File No.: 20250737

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.: 20250737

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. Warranty Deed from Ruth H. Steichen 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 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.
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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File No.: 20250737

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



## 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. A Transcript of the Estate of Ruth Helen Steichen has been examined. Obtain and file of record all valid recorded Orders of the court in regards to the subject lands and further requirements will be made as necessary.
13. Record properly executed Release of Mortgage:  
  
Mortgagor: Ruth Helen Steichen  
Mortgagee: Bancfirst  
Amount: ██████████  
Dated: 8/1/12  
Filed: 8/6/12  
Recorded: Book 1578 Page 799  
Refiled August 24, 2012 in Book 1581, page 334;  
Modification recorded May 10, 2018 in Book 1775, page 978;  
Modification recorded October 7, 2019 in Book 1818, page 171;  
Modification recorded January 23, 2020 in Book 1826, page 843;  
Modification recorded July 20, 2020 in Book 1841, page 37;  
Modification recorded February 26, 2021 in Book 1861, page 763;  
Modification recorded September 20, 2021 in Book 1882, page 41.
14. 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):

*Assignment and Bill of Sale recorded September 5, 2012 in Book 1582, page 561.*  
*Assignment and Bill of Sale recorded September 5, 2012 in Book 1582, page 511.*  
*Assignment and Conveyance recorded June 28, 2010 in Book 1496, page 987.*

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



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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Exceptions

File No.: 20250737

**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. Section line road easement created under Title 43 USC Section 1095 and any rights therein granted to others by the Board of County Commissioners of the county in which the Land is located or by the city in which the Land is located.

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File No.: 20250737

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





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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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Authorized Signature or Signatory

Gayle Helton License No. 85561

American Abstract Company of McClain County, Inc.



Frederick H. Eppinger  
President and CEO

David Hisey  
Secretary

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



## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements;
- f. Schedule B, Part II - Exceptions; and
- g. a countersignature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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## 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I - Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

## 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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## 9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

## 10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

## 11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

## STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, 1980 Post Oak Blvd, Suite 800, Houston, TX 77056.

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