

	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>Chicago Title Insurance Company</b>
<b>Commitment</b>	8750 North Central Expressway, Suite 950 Dallas, Texas 75231

**COMMITMENT FOR TITLE INSURANCE**

Issued By

**CHICAGO TITLE INSURANCE 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 EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

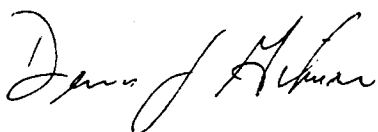
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **Chicago Title Insurance Company**, a Nebraska 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 Policy Amount 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.

**Chicago Title Insurance Company**



If this jacket was created electronically, it constitutes an original document.

**COMMITMENT CONDITIONS**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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; 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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## 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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 counter-signature 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 shall not be liable for any other amendment to this Commitment.

## 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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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.

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(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

**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.

**9. ARBITRATION**

Arbitration provision intentionally removed.

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	<h1>ALTA Commitment for Title Insurance</h1>
<h1>Schedule A</h1>	<p>ISSUED BY</p> <p><b>Chicago Title Insurance Company</b></p> <p>8750 North Central Expressway, Suite 950 Dallas, Texas 75231</p>

**Transaction Identification Data for reference only:**

Issuing Agent: **Rogers County Abstract Co.**

ALTA ® Universal ID: **1151430**

Commitment No.: **1907-1078**

Property Address: **14010 N 150th E Ave, Collinsville, OK 74021**

Revision No.: **NA**

Issuing Office: **Rogers County Abstract Co.**

Loan ID No.:

Issuing Office File No.: **1907-1078**

## SCHEDULE A

1. Commitment Date: **July 16, 2019 at 7:55AM**
2. Policy to be issued:
  - (a) ☐ ALTA® Owner's Policy of Title Insurance  
☐ ALTA® Homeowner's Policy of Title Insurance  
 Proposed Insured: **a person or entity capable of holding title in Oklahoma**  
 Proposed Policy Amount: **\$amount not to exceed the purchase price**
  - (b) ☐ ALTA® Loan Policy of Title Insurance  
☐ ALTA® Expanded Coverage Residential Loan Policy  
 Proposed Insured: **TBD, its successors and/or assigns, as their respective interest may appear.**  
 Proposed Policy Amount: **\$amount not to exceed the mortgage**
  - (c) ☐ ALTA® Policy  
 Proposed Insured: **TBD, its successors and/or assigns, as their respective interest may appear.**  
 Proposed Policy Amount: **\$amount not to exceed the 2<sup>nd</sup> mortgage**
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: **The Estate of Lois Christine Scott, deceased (see requirement 18 below)**

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5. The Land is described as follows:

THE E/2 OF LOT 14 IN BLOCK 1 OF RANCLAND ESTATES, A SUBDIVISION IN SECTION 27, TOWNSHIP 22 NORTH, RANGE 14 EAST OF THE I. B. & M., ROGERS COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

**Chicago Title Insurance Company**

By: *Dianne Dunahay*

**Dianne Dunahay  
Licensed # 94641  
Authorized Signatory**

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	ALTA Commitment for Title Insurance
	ISSUED BY <b>Chicago Title Insurance Company</b>
<b>Schedule BI &amp; BII</b>	

Commitment No.: 1907-1078

## 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.
5. Payment of all taxes, charges, assessments, levied and assessed against subject land, which are due and payable.
6. The proposed policy amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at all time. An Owner's Policy should reflect the purchase price or full value of the land. A Loan Policy should reflect the loan amount or value of the land as collateral. Proposed policy amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
7. Return properly executed Seller/Owner and/or Buyer/Borrower Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements to the land have been or will be paid.
8. Deed from **The Estate of Lois Christine Scott, deceased**, executed by the Personal Representative of the estate, in accordance with the laws of the State of Oklahoma for such type probate sales of real property, vesting fee simple title in a **person or entity capable of holding title in Oklahoma**. (see requirement 18 below)

**NOTE:** The State of Oklahoma requires the payment of a documentary stamp tax as a condition precedent to the recordation of any deed as provided by 68 Okla. Stat. 3201, subject to the exemptions provided by 68 Okla. Stat. 3202.

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9. Mortgage from a **person or entity**, executed properly, securing your loan.

NOTE: The State of Oklahoma requires the payment of mortgage tax as a condition precedent to the recordation of any mortgage.

10. Final policy cannot be issued, unless abstract certificate date, which is **7/16/2019 at 7:55AM**, is no more than 180 days from the recording date of the instruments to be insured. Therefore, instruments must be recorded on or before close of business **180 DAYS**, OR abstract must be extended to date, resulting in additional charges, before the final policy can be issued.

11. **Determine if the subject property has access by a county maintained road and if not then further requirements may be made.**

12. With respect to \_\_\_\_\_, a corporation, furnish:

- (a) Copies of Articles of Incorporation issued by the Secretary of State of the corporation's state of domicile.
- (b) Resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
- (c) Certificate of Good Standing with the Secretary of the State of OKLAHOMA.
- (d) Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

13. With respect to \_\_\_\_\_, a limited liability company, furnish;

- (a) A copy of its operating agreement and any amendments thereto;
- (b) A copy of its articles of organization and any certificate of amendment;
- (c) Certificate of Good Standing with the Secretary of the State of OKLAHOMA.
- (d) Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

14. Obtain satisfactory letter from the Homeowner's Association, water department, and/or sewer department, **if any**, stating that all dues and/or special assessments pertaining to the subject property are paid to date.

15. Furnish an accurate Survey of the premises, if applicable, which would disclose any encroachments, overlaps, boundary line disputes, or other matters, or exception will remain on owner's policy.

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16. In the abstracted record is an Agreed Journal Entry of Judgment filed March 27, 2017 in Rogers County District Court Case CJ-2015-392 wherein it was ordered and decreed that Ronald Dean Scott and Betsy Carol Scott, each an individual and the Ron Scott and Betsy Scott Revocable Trust dated March 17, 2009, were granted a judgment against the real property in the sum of \$80,000.00 and further granted a judgment lien against the subject property in Statement of Judgment filed March 29, 2017 in Book 2621 at Page 566. **IT IS REQUIRED: Obtain and file a Release of this judgment and lien against the subject property executed by Ronald Dean Scott, an individual and Betsy Carol Scott, an individual, and as husband and wife and Ronald Dean Scott and Betsy Carol Scott Trustees of the Ron Scott and Betsy Scott Revocable Trust dated May 17, 2009.**
17. In the abstracted record is a Joint Tenancy Warranty Deed in favor of Edward Eugene Scott and Lois Christine Scott, husband and wife, as joint tenants with right of survivorship, filed March 29, 2017 in Book 2621 at Page 562. **IT IS REQUIRED: Obtain and file an Affidavit of Surviving Joint Tenant in proper form executed by the Personal Representative of the Estate of Lois Christine Scott, with certified copy of letters attached terminating the joint tenancy relationship created in said deed terminating the interest of the said Edward Eugene Scott and vesting title under said deed in Lois Christine Scott.**
18. In the abstracted record is an Order of Sale in Rogers County Probate Case No. PB-2019-24. Prior to the acquisition of any interest of any kind in the subject property, **IT IS REQUIRED: Have the Sale Proceedings completed, reflected in the abstract and an opinion confirming the validity thereof be received for use and benefit all in accordance with the laws of the State of Oklahoma for such type probate sales of real property.**
19. NOTE: Any documents not prepared by Rogers County Abstract Company Closing Office should be provided to them no later than 24 hours to the closing/consummation.
20. The subject property appears to be unencumbered by a mortgage. You should inquire with the owner as to the possibility of any unrecorded or miss-indexed mortgage securing the property and return the results of the inquiry for review and possible further requirements.

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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:

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 or special assessments which are not shown as existing liens by the public records.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Rights or claims of parties in possession not shown by the public records.
7. Ad valorem taxes for 2019, 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 interest 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.

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10. All items affecting subject Lot as shown on the recorded plat are made a part hereof.
11. Restrictive covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney and limitations on title Ranchland Estates, recorded **Aug. 7, 1973 in Book 468 at Page 745**, and in the related By-Laws, the Oklahoma Real Estate Development Act, or in any other instrument creating the estate or interest insured by this policy, but deleting any covenant, condition or restriction indicating a preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national restrictions to the extent such covenants, conditions or restrictions violate 42 U.S.C. §3604 (c).
12. Order Vacating Part of Plat, filed in Case No. C-74-211, recorded Sept. 24, 1974 in Book 481 at Page 348.
13. Easement in favor of Water District No. 3, Washington County, filed June 15, 1983 in Book 649 at Page 397.
14. Easement in favor of Louis Edward Scott and Tabitha Ann Scott, husband and wife, filed Nov. 30, 1995 in Book 1009 at Page 29.
15. Future assessments and/or dues of the Homeowner's Association, water department, and sewer department, if any.

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