



**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 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, Chicago Title Insurance Company, a Florida 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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**COMMITMENT CONDITIONS**

**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.

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- (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; and
- (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.
- (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

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ALTA Commitment for Title Insurance 8-1-16

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- (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

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

Countersigned:

*Dorothy Crabtree*

Dorothy Crabtree  
Rogers County Abstract Co.  
221 South Florence Avenue  
Ste 130  
Claremore, OK 74017

CHICAGO TITLE INSURANCE COMPANY



By: *M. Fin*

ATTEST

President

*Majorie Thompson*

Secretary

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# CHICAGO TITLE INSURANCE COMPANY

### **Transaction Identification Data for reference only:**

Issuing Agent: Rogers County Abstract Co.  
 Issuing Office: 221 South Florence Avenue, Ste 130, Claremore, OK 74017  
 ALTA® Universal ID: 1151430  
 Loan ID Number: not provided  
 Issuing Office File Number: 2021-08-817  
 Commitment Number: 2021-08-817  
 Revision Number: 0  
 Property Address: Property in Muskogee County

### **SCHEDULE A**

1. Commitment Date: 08/10/2021 at 7:00 AM
2. Policy to be issued:
  - (a) ALTA Owner's Policy \$an amount not to exceed the contract  
 PROPOSED INSURED: **A person or entity capable of holding title in Oklahoma**
  - (b) ALTA Loan Policy \$an amount not to exceed the mortgage  
 PROPOSED INSURED: A person or entity capable of mortgaging property in Oklahoma
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:
 

**Mary F. Vaverka, Trustee of The Mary F. Vaverka Revocable Trust dated March 13, 1985** (see requirements 9 & 14)
5. The Land is described as follows:
 

Property description set forth in "Exhibit A" attached hereto and made a part hereof.

**CHICAGO TITLE INSURANCE COMPANY**  
 By its Issuing Agent Rogers County Abstract Co.

\_\_\_\_\_  
 Dorothy Crabtree, License #: 101498  
 Authorized Signatory

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**SCHEDULE B, PART I  
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. 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. 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.
8. Return properly executed Seller/Owner and/or Buyer/Borrower Affidavit 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.
9. Deed from **BOKF, NA, Successor Trustee of The Mary F. Vaverka Revocable Trust dated March 13, 1985**, vesting fee simple title in a person or entity capable of holding title in Oklahoma. (see requirement 14 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.

10. Mortgage from a person or entity, securing your loan.

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

11. Final policy cannot be issued, unless abstract certificate date, which is August 10, 2021 at 7:00 a.m., 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.

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## CHICAGO TITLE INSURANCE COMPANY

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. If anyone other than the current Successor Trustee, BOKF, NA, of the Trust shown in the Memorandum of Trust filed April 29, 2020 in Book 4684 at Page 646, intends to sign, then further requirements will be made.**
15. 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.
16. 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. Rights or claims of parties in possession not shown by the public records.
2. Easements, liens, or encumbrances, or claims thereof, not shown 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. 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.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. 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.
7. Ad valorem taxes for 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 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.
10. Any use for the purpose of cultivation, sale, possession or distribution of marijuana or marijuana related products.
11. Statutory right-of-way along all section lines.
12. Right of Way Easement in favor of KAMO Electric Co-Operative, Incorporated, filed May 25, 1959 in Book 1111 at Page 390 and an Assignment to Grand River Dam Authority, filed April 12, 2001 in Book 2824 at Page 30 and on December 1, 2004 in Book 3331 at Page 114.

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13. Easement in favor of M & L Water Dist., Inc., filed March 10, 1972 in Book 1332 at Page 506.
14. Right of Way Contract in favor of Phillips Petroleum Company, filed Nov. 14, 1983 in Book 1709 at Page 265, an Assignment filed Oct. 13, 1992 in Book 2165 at Page 389 and an Assignment filed Nov. 20, 2019 in Book 4664 at Page 153.
15. Easement in favor of Oklahoma Gas and Electric Company filed Feb. 21, 1989 in Book 1986 at Page 46.
16. Right of Way Grant in favor of Enable Muskogee Intrastate Transmission, LLC, filed June 8, 2017 in Book 4545 at Page 328.
17. Any Easements or Rights of Way that may exist because of gas pipelines that may exist.
18. Future assessments and/or dues of the water department and/or sewer department, if any.
19. NOTE: Due to the U.S. Supreme Court decision in the *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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**EXHIBIT A**  
**Property Description**

Issuing Office File No.: 2021-08-817

The South Half of the Northeast Quarter of Section 28, Township 15 North, Range 15 East of the Indian Base and Meridian, Muskogee County, State of Oklahoma, LESS AND EXCEPT a tract of land being more particularly described as follows, to-wit: Beginning at a point 1320 feet South of the Northeast corner of said Section 28; Thence West 205 feet; Thence South 521 feet; Thence East 205 feet; Thence North 521 feet to the Point of Beginning.

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