


| | | | | |
|--|---|---|-----------------|-------------|
| TITLE INS. FILE NO. 19030022-3285 T B D ABSTRACT NO.: 43028 DATE: 03/15/2019 TO: Lippard | | GUARANTEE ABSTRACT COMPANY 217 W. BROADWAY - BOX 1641 580-237-5537 ENID, OKLAHOMA 73702 | | |
| Date | Real Estate | Recording Fees | Title Insurance | Abstracting |
| | Seller's Abstracting Processing Fee Title Examination Fee paid to : <u>(Long, Claypole & Blakley Law PLC)</u> | \$50.00 | \$350.00 | \$600.00 |
| Owner: Ryan Staerkel and Cicily Staerkel | | | | |
| Title Insurance <input checked="" type="checkbox"/> Binder <input type="checkbox"/> Delivered To: Commitment Abstract | | | | |
| Remarks: 3105 Raven Ridge ALL RECORDING FEES MUST BE PAID TO THE PROPER RECORDING OFFICE. Enid73703 | | TOTAL | | |

| | |
|---|--|
|  First American Title™ | ALTA Commitment for Title Insurance |
| | ISSUED BY First American Title Insurance Company |
| Commitment | |

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN 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, **First American 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.

First American Title Insurance Company



Dennis J. Gilmore, President



Jeffrey S. Robinson, Secretary

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

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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

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount 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. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: **BAILEY HANS LLC DBA GUARANTEE ABSTRACT COMPANY 217 WEST BROADWAY ENID, OK 73701 (580) 237-5537**

Issuing Office's ALTA® Registry ID: **0002335**

Commitment No.: **19030022-3285**

Property Address: **3105 Raven Ridge, Enid, OK 73703**

Revision No.:

Issuing Office: **BAILEY HANS LLC DBA GUARANTEE ABSTRACT COMPANY**

Loan ID No.:

Issuing Office File No.: **19030022-3285**

SCHEDULE A

1. Commitment Date: **March 7, 2019 at 8:00AM**

2. Policy to be issued:

(a) ALTA® Owner's Policy of Title Insurance (6-17-06 Form 5011400 7-1-14)

Proposed Insured: **'ENTITY CAPABLE OF HOLDING TITLE'**

Proposed Policy Amount: **\$TBD**

(b) ALTA® Loan Policy of Title Insurance (6-17-06 Form 5011300 7-1-14)

Proposed Insured:

Proposed Policy Amount: **\$**

(c) ALTA® Short Form Residential Loan Policy (Rev. 12-3-12 SCH A & B Form 502470 7-1-14)

Proposed Insured:

Proposed Policy Amount: **\$**

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: **Ryan Staerkel and Cicily Staerkel**

5. The Land is described as follows:

Lot Six (6), Block Twenty-Three (23), Willow West Addition to the City of Enid, Garfield County, Oklahoma, according to the recorded plat thereof.

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FIRST AMERICAN TITLE INSURANCE COMPANY

By: Krystal L Olsen
Authorized Signatory
Krystal L. Olsen, License #112711

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule BI & BII

Commitment No.: 19030022-3285

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. Deed from **Ryan Staerkel and Cicily Staerkel**, stating marital status and joined by spouse if any, vesting fee simple title in **TBD**.

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.

6. Mortgage from **TBD**, stating marital status and joined by spouse if married, securing your loan.
NOTE: The State of Oklahoma requires the payment of a mortgage tax as a condition precedent to the recordation of any mortgage.
7. Return properly executed Seller/Owner 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.
8. Provide properly executed Buyer/Borrower lien affidavit.
9. Furnish an accurate survey of the premises which would disclose any encroachments, overlaps, boundary line disputes, or other matters, or exception will remain on the policy.
10. Final policy cannot be issued, unless abstract certificate date, which is March 7, 2019 at 8:00AM, is no more than 180 days from the recording date of the instruments to be insured. Therefore, instruments must be recorded on or before the close of business September 7, 2019, OR abstract must be extended to date, resulting in additional charges, before the final policy can be issued.

Continued...

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11. File a release of mortgage dated October 17, 2011 in the amount of \$203,738.00 from Ryan Staerkel and Cicily Staerkel, husband and wife, in favor of BOKF, NA DBA Bank of Oklahoma, recorded in Book 2056, Page 294.

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule BI & BII (Cont.)

Commitment No.: 19030022-3285

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:

STANDARD EXCEPTIONS

- a. Rights or claims of parties in possession not shown by the Public Records.
- b. Easements, or claims of easements, not shown by the Public Records.
- c. Any encroachments, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete land survey of the Land or that could be ascertained by an inspection of the Land.
- d. 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
- e. The Standard Exceptions (a, b, c and d above) may be eliminated in the Policy upon meeting the requirements of the Company.

STANDARD SPECIAL EXCEPTIONS

1. Ad valorem taxes for 2019, amount of which is not ascertainable, due or payable.
2. 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.
3. Water rights, claims or title to water, whether or not shown by the Public Records.

...continued...

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule BI & BII (Cont.)

Commitment No.: 19030022-3285

SCHEDULE B, PART II (Continued)

Standard Special Exceptions (Continued)

4. Covenants, conditions, and restrictions created on title by the Owners' Certificate, Dedication and Reservations, recorded in **Book 604, Page 772**, or in any other instrument creating the estate or interest insured by this policy, and in any other allied instrument referred to in any of the instruments aforesaid, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violated 42 USC 3604(c).
5. Building restriction lines as shown on the recorded plat and/or as provided in the restrictive covenants.
6. **Utility Easement and Drainage Easement across the East 20 feet of said property as shown by plat.**
7. **Utility Easement and Drainage Easement across the Southeast 20 feet of said property as shown by plat.**
8. **Right Of Way in favor of Arkansas Valley and Western Railway Company, recorded in Book 28 Deeds, Page 36.**
9. **Pipe Line Right Of Way in favor of Cimarron Valley Pipe Line Company, recorded in Book 146 Misc., Page 122.**
10. **Terms and conditions contained in the Permit, recorded in Book 725, Page 40.**

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2A*

Bk 1887 Ps 627

431
State of Oklahoma
County of Garfield
RECORDED
1/11/2008 10:25AM
Bk 1887 Ps 627
Kathy R. Hughes
County Clerk
By BOM

(INDIVIDUAL FORM)



**JOINT TENANCY
WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS:

THAT Phil L. Lack, Trustee of the Phil L. Lack Revocable Living Trust dated January 15, 1989, parties of the first part, in consideration of the sum of TEN AND 00/100 dollars, and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Ryan Staerkel and Cicily Staerkel, (RETURN: 3105 Raven Ridge Enid OK 73703) as joint tenants and not as tenants in common, with the right of survivorship, the whole estate to vest in the survivor, parties of the second part, the following described real property and premises situate in **Garfield** County, State of Oklahoma, to-wit:

Lot Six (6), Block Twenty-three (23), Willow West Addition to the City of Enid, Garfield County, Oklahoma, according to the recorded plat thereof.

*DOC
450.00*

together with the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said parties of the second part, as such joint tenants, and to the heirs and assigns of the survivor, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT Restrictive Covenants, Easements, Oil and Gas Leases, and Mineral Conveyances or reservations of record.

Signed and delivered this 10 day of Jan, 2008.

Phil L. Lack Revocable Living Trust dated January 15, 1989

Phil L. Lack
By: Phil L. Lack, Trustee

STATE OF OKLAHOMA
GARFIELD COUNTY

Documentary Stamps: \$ 450.00

ACKNOWLEDGMENT

STATE OF Oklahoma

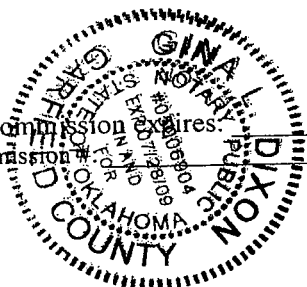
SS.

COUNTY OF Garfield

The foregoing instrument was acknowledged before me this 10 day of Jan, 2008, by Phil L. Lack, Trustee of the Phil L. Lack Revocable Living Trust dated January 15, 1989.

Gina L. Dixon
Notary Public

My commission expires: _____
Commission # _____



H

8

Tax Roll Inquiry



20180221271

Garfield County Treasurer

Kevin Postier, Treasurer

114 W. Broadway, Room 104 Enid, OK 73701
 Phone: 580-237-0246
 Fax: 580-548-2460
 Email: kpostier@gctreasurer.org

Owner Name and Address

STAERKEL, RYAN & CICILY
 406 S HOBART RD, UNIT
 ENID OK 73703-6072

Taxroll Information

Tax Year 2018
Property ID 5250-00-023-006-0-179-00
Location 3105 RAVEN RIDGE ENID
School District E57 ENID 57 **Mills: 103.86**
Type of Tax Real Estate
Taxroll_Item# 221271

Legal Description and Other Information:

LOT 006 BLOCK 023 WILLOW WEST SUB-DIV S/2 35-23-7 Lot 6 Block 23 sd-E57 WILLOW WEST
 SUB-DIV S/2 35-23-7 . 1.00 Lots

| Assessed Valuations | | Amount | Tax Values | | Amount |
|---------------------|--|--------|------------|--|----------|
| Land | | 4732 | Base Tax | | 5,929.00 |
| Improvements | | 52351 | Penalty | | 0.00 |
| Exemptions | | 0 | Fees | | 0.00 |
| Net Assessed | | 57083 | Payments | | 5,929.00 |
| | | | Total Paid | | 5,929.00 |
| | | | Total Due | | 0.00 |



20180221271

Tax payments updated through 3/04/19 business.

| Date | Receipt | Paid with | Payment For | Amount | Paid By |
|------------|---------|-----------|-------------|----------|-----------------|
| 12/21/2018 | 16335 | Check | Taxes | 5,929.00 | CL->Check# 2222 |

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Garfield County Treasurer

PAY TAXES ONLINE - NO FEE

w/eCheck

1ST HALF OR FULL PAYMENT DUE

BEFORE JAN 1, 2019

STATE MAP OF COUNTIES



Kevin Postier, Treasurer

Location of Treasurer's Office:

114 W. Broadway, Room 104 Enid, OK 73701

Phone: 580-237-0246

Fax: 580-548-2460

Email: kpostier@gctreasurer.org

Office Hours : Monday - Friday
08:00 AM - 04:30 PM

Tax payments updated through 3/04/19 business.

Browse the Taxroll File

| Year | Tax Id | Type | Owner Name | Base Tax | Total Due |
|------|--------|-------------|-------------------------|----------|-----------|
| 2018 | 221271 | Real Estate | STAERKEL, RYAN & CICILY | 5,929.00 | 0.00 |
| 2017 | 221271 | Real Estate | STAERKEL, RYAN & CICILY | 5,619.00 | 0.00 |
| 2016 | 221271 | Real Estate | STAERKEL, RYAN & CICILY | 5,127.00 | 0.00 |
| 2015 | 221271 | Real Estate | STAERKEL, RYAN & CICILY | 4,837.00 | 0.00 |
| 2014 | 221271 | Real Estate | STAERKEL, RYAN & CICILY | 4,604.00 | 0.00 |
| 2013 | 221271 | Real Estate | STAERKEL, RYAN ET AL | 4,372.00 | 0.00 |
| 2012 | 221271 | Real Estate | STAERKEL, RYAN ET AL | 4,373.00 | 0.00 |

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[Taxroll Total](#) | [Home](#) | [State Map](#) | [View Mobile Site](#)

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