



**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**OLD REPUBLIC NATIONAL 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, Old Republic National Title Insurance Company, a(n) 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 Amount of Insurance 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. "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.

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- 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 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 is not 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 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**

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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 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.
- 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>.

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**OLD REPUBLIC NATIONAL TITLE INSURANCE  
COMPANY**

1408 North Westshore Blvd, Suite 900, Tampa, FL  
33607

*C. Monroe*

By: \_\_\_\_\_  
President

*David Wald*

By: \_\_\_\_\_  
Secretary

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**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: Grand Land Title & Closing, LLC  
Issuing Office: 8815 North US Highway 259  
Broken Bow, OK 74728  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number: GL-25-020  
Issuing Office File Number: GL-25-020  
Property Address: 132 Hollow Creek Lane, Broken Bow, OK 74728  
Revision Number:

**SCHEDULE A**

1. Commitment Date: February 11, 2025 7:00 AM
2. Policy to be issued:
  - (a) 2021 ALTA Owner's Policy  
Proposed Insured: **To Be Determined**  
Proposed Amount of Insurance: **\$TBD**  
The estate or interest to be insured: **fee simple**
  - (b) 2021 ALTA Loan Policy  
Proposed Insured:  
Proposed Amount of Insurance: **\$0**  
The estate or interest to be insured:
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:  
Robbie Mayse, a married man, and Misty Mayse, a single woman
5. The land is described as follows:  
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

**GRAND LAND TITLE & CLOSING, LLC**  
8815 North US Highway 259, Broken Bow, OK  
74728  
Telephone: (580) 494-6000

**OLD REPUBLIC NATIONAL TITLE INSURANCE  
COMPANY**  
1408 North Westshore Blvd, Suite 900, Tampa, FL  
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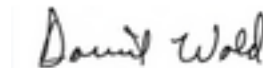
Countersigned by:



Charles C. Ward, License #134793; NPN:6068982  
Grand Land Title & Closing, LLC, License #OK  
License ID: 3001354330; NPN: 19953807



By: \_\_\_\_\_  
President



By: \_\_\_\_\_  
Secretary

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**SCHEDULE B, PART I – Requirements**

All of the following Requirements must be met:

1. Submit proof of the payment to, or for the account of the grantors and/or mortgagors of the full consideration for the estate or interest to be insured.
2. Proper documents creating the estate or interest to be insured must be executed and duly filed for record, to-wit:  
  
Deed from Robbie Mayse and Misty Mayse, stating marital status, and joined by spouse, if any, vesting fee simple title in the Buyer.
3. Return properly executed Owner and/or Buyer/Borrower Statements 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 (d) of Schedule B-II, Standard Exceptions will not appear on policy.
4. Obtain a court search as to any entity taking title subsequent to date of this commitment including the buyer in McCurtain County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
5. A mortgage to The American National Bank of Texas, in the original principal amount of \$525,000.00 and recorded on April 22, 2020 in Book 1127, Page 266 in the official records of McCurtain County Clerk, to be paid with proceeds of loan and released.
6. Record properly executed Corrected Deed from Kiki's Kabin, LLC, in favor of Robbie Mayse and Misty Mayse to correct the Deed recorded on April 22, 2020 in Book 1127, Page 265, in McCurtain County, to correct the name of the Grantor from "Kiki's Cabins, LLC", to "Kiki's Kabin, LLC".

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**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. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, discrepancies or conflicts in boundary lines, shortage in area, or other matters which would be disclosed by an accurate and complete survey or inspection of the premises.
4. 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.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
6. Real estate taxes for the current year and subsequent years, amount of which is not ascertainable, due or payable.
7. All interest in and to all water, oil, gas, coal and other minerals and all rights pertaining thereto.
8. Right of way to the United States of America filed on December 2, 1964, in Book 195, page 163.
9. Order Incorporating Hochatown Rural Water District filed on April 27, 1983, in Book 442, page 306; Amended Order filed on September 26, 1985, in Book 467, page 706; Second Amended Order filed on December 18, 1985, in Book 469, page 761; Rights of Way Easement to Rural Water District filed on June 8, 1987, in Book 484, Page 104; Right of Way Easement to Rural Water District filed on September 6, 2019, in Book 1023, Page 115,
10. Plat of Hidden Hollow Estates North filed on June 8, 1987, in Book 484, page 104, and on June 25, 2018, in Plat Book 2, page 257, subject to the vacation of road way rights of way filed on August 28, 2018, in Book 996, page 394 and on October 5, 2020, in Book 1055, page 779.
11. Protective Covenants for Hidden Hollow Estates North filed on June 8, 1987, in Book 484, page 104, August 28, 2018, in Book 996, page 395, and on December 9, 2020, in Book 1062, page 725, in McCurtain County.
12. Subject to the Right of Way in favor of of Pine Telephone Company, recorded on December 9, 2020, in Book 1118, Page 270, in the official records of the McCurtain County Clerk.

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**EXHIBIT "A"**

The Land referred to herein below is situated in the County of McCurtain, State of Oklahoma and is described as follows:

Lot 9 of Hidden Hollow Estates North, A Subdivision of a part of the NE1/4 SW1/4 of Section 25, Township 4 South, Range 24 East of the Indian Base and Meridian, according to the recorded plat thereof.

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