

EXAMINATION OF AN ABSTRACT OF TITLE IN OKLAHOMA: A PROCEDURAL OUTLINE

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(C:\mydocuments\bar&papers\papers\301 Abstract Examination (OBA Solo-June 2017))

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- SELECTED PUBLICATIONS:**
*"The Oklahoma Marketable Record Title Act ("AKA The Re-Recording Act"): An
Argument That This 30-Year Curative Act Can Extinguish Co-Tenancies",
87 OBJ 27, (October 15, 2015)*
*"Marketable Record Title: A Deed Which Conveys Only the Grantor's 'Right,
Title and Interest' Can Be A 'Root of Title'", 85 OBJ 1104 (May 17, 2014)*
*"The Need for a Federal District Court Certificate in All Title Examinations: A
Reconsideration", 83 OBJ 2367 (Nov. 3, 2012)*
- SPECIAL HONORS:** Okla. Bar Assn. 1997 Maurice Merrill *Golden Quill Award*;
Okla. Bar Assn. 1990 Earl Sneed *Continuing Legal Education Award*;
Okla. Bar Assn. 1990 Golden Gavel Award: *Title Exam. Standards Committee*

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A. GENERAL

1. 2017 Oklahoma Title Examination Standards Handbook
2. Land Title Course: A Treatise on Land Titles
3. Selected Materials on: Oklahoma Title Practice, Volume I & II

B. ASSOCIATIONS

1. Oklahoma City Real Property Lawyers Association
2. Tulsa Title and Probate Lawyers Society
3. Title Examination Standards Committee of the Real Property Law Section of OBA

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I. INTRODUCTION

A. NECESSARY TRAINING

According to Rule 1.1 “Competence” of the Oklahoma Rules of Professional Conduct:

A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation.

In order to be prepared adequately to conduct an examination of an abstract (to be “competent”), you need to be knowledgeable -- through continuing legal education or one-on-one mentoring -- in the following topics:

Title Examination CLE Topics

A. General Process

1. Examination Process Overview
2. Abstract Certificates
3. Alternatives to Abstracts
4. Form of Opinion
5. Legal descriptions
6. Alternative Work Sheets
7. Defensible Title vs. Marketable Title
8. Constructive Notice & Bona Fide Purchaser Status
9. Title Examiner Duties and Liabilities
10. Use of Paralegals

B. Basic Specific Topics

1. Instruments Review
2. Cases Review
3. Selected Curative Acts
4. SLTA
5. MRTA
6. Homesteads
7. Express Reservations and Exceptions
8. Entities Holding Title
9. Consideration
10. Execution of Instruments
11. Acknowledgments of Instruments
12. Easements
13. Restrictions and HOA
14. Powers of Attorneys

C. Advanced Specific Topics

1. Transfer on Death Deed
2. Access (Section Lines & Platted Roads)
3. Title Insurance Commitments and Policies
4. Mineral Exceptions and Reservations
5. Instrument Interpretation and Reformation
6. Commissioners of the Land Office Titles
7. Indian Titles
8. Railroad Titles
9. Tax Titles
10. Affidavits of Ownership (JT, Minerals, etc.)
11. Judicial Mortgage Foreclosure
12. Non-judicial Mortgage Foreclosure
13. Probate: Testate & Intestate & Summary Administration
14. Determination of Heirship
15. Divorce
16. Condemnation & Inverse Condemnation
17. Closing Roadway
18. Partition Action
19. Quiet Title Action (Adverse Possession or Specific Performance)
20. Bankruptcy Sale

B. DIFFERENT WAYS TO RECEIVE ASSURANCE OF MARKETABLE TITLE

1. Seeking Marketable Title

Whenever there is a sale of land or a loan made using land as collateral, the potential buyer or lender wants some assurance that the seller or mortgagor truly owns the subject land, and that the title to the land is without title defects and without any liens or encumbrances.

The determination of the holder of “valid” title (i.e., enforceable between the parties), and “marketable” title (i.e., determinable “of record”, and binding upon and relied upon by subsequent third party grantees and lenders) to a parcel of real property, requires the application of the current law of the State where the land is located. 60 O.S. §21: “*Real property within this state is governed by the law of this state, except where the title is in the United States.*”

The three general different methods of securing such assurance of marketable title (aka merchantable title) are to (1) secure a warranty in the conveyance (such as a general or special warranty deed), or (2) secure a title opinion from a licensed Oklahoma attorney, or (3) secure a title insurance policy (owners or lenders title policy).

The usual problems with relying solely upon the warranty in the deed of conveyance are: (1) locating the grantor/mortgagor, (2) the solvency of the grantor/mortgagor, (3) the time and cost of litigating the dispute.

Instead of relying solely upon a warranty in a deed, the buyer/lender could add an attorney’s opinion of title. The potential problems with such an approach are: (1) the opinion does not cover off-the-record title defects and liens/encumbrances (e.g., fraud, forgery and incompetence), (2) locating the attorney, (3) proving negligence, (4) the time and cost of litigating the dispute, and (5) the solvency of the attorney or availability of malpractice insurance.

Reliance on title insurance by the buyer or lender is the growing preference, which is fueled by the lender's frequent interest in re-selling the promissory note, related to the mortgage, on the secondary market, which usually requires title insurance from a known title insurance company. Buyers are securing title insurance more often in part due to a statutory requirement for lenders to advise borrowers whether the lender is securing title protection. This notification encourages the borrower to also secure their own title opinion or title insurance.

46 O.S. § 20 provides:

- A. *If a title protection document [e.g., a title insurance policy] will be issued to the mortgagee, the mortgagee shall give to the buyer at the time of the loan application written notice containing the following:*
 - 1. *Whether the title protection document will provide protection to the buyer; and*
 - 2. *That the buyer should seek independent, competent advice as to whether the buyer should obtain any additional title protection document. In the event said additional title protection is desired, it shall be obtained by the buyer in a timely manner in order to avoid undue delay of the closing under the terms of the contract of sale.*

- B. *The requirements of this section shall not be subject to waiver by the buyer.*

The title opinion approach usually involves either (1) the conduct of a stand-up opinion, where the examiner personally reviews the land indexes maintained by the county clerks followed by a review of each instrument or judgment disclosed in such review, (2) or the review of a formal abstract certified as being complete and correct by the abstractor holding a license to operate in the county involved (the formal abstract may be either a paper version or digital images on a CD).

In the case of the title insurance approach, the statute requires both an abstract (not a stand-up examination) and an examination by a licensed attorney. 36 O.S. § 5001(C) provides:

C. *Every policy of title insurance issued by any insurance company authorized to do business in this state shall be countersigned by some person, partnership, corporation or agency actively engaged in the real estate title business and maintaining an office in the state, who is a duly appointed agent of a title insurance company holding a valid license and authorized to do business in the state; provided, that no policy of title insurance shall be issued in the State of Oklahoma except:*

1. After examination by an attorney licensed to practice in this state of a duly certified abstract extension or supplemental abstract prepared by an abstractor licensed in the county where the property is located, from a certified abstract plant in the county where the property is located or per a temporary certificate of authority as provided in Section 33 of Title 1 of the Oklahoma Statutes, from the effective date of a prior owner's policy of title insurance issued by a title insurer licensed in this state provided by the insured pursuant to the policy at the time a valid order is placed pursuant to the provisions of the Oklahoma Abstractors Law brought forward to the effective date of the abstract plant. Subject to the conditions and stipulations, the exclusions from coverage, exceptions from coverage and endorsements to the policy, any policy issued based on a prior owner's policy and a supplemental abstract shall insure the insured against loss or damage sustained or incurred by reason of unmarketability of title from sovereignty to the effective date of the policy, not to exceed the amount of insurance stated in the policy; or

2. If the previously insured owner does not provide a copy of the owner's policy of title insurance, then a title insurance policy may be issued after examination by an attorney licensed to practice in this state of a duly certified abstract of title prepared by a bonded and licensed abstractor as defined in the Oklahoma Abstractors Law.

There are two Oklahoma Attorney General Opinions interpreting this statute (1978 OK AG 151, and 1983 OK AG 281). 1983 OK AG 281 holds in part:

While the rationale of the previous opinion [1978 OK AG 151] is incorrect, we adhere to the conclusion expressed in that opinion that the examination of the abstract pursuant to 36 O.S. 5001(C) (1981) must be done by a licensed attorney. We reach this conclusion because the examination required by statute would only be useful if the examiner expressed an opinion on the marketability of the title. This constitutes the practice of law by the examiner.

According to the “Oklahoma Uniform Contract of Sale of Real Estate: Residential Sales (11-2016)”, which is used by the Oklahoma Real Estate Commission in their tests for a real estate license, the seller is agreeing to provide a “warranty deed”, and the quality of title that

is being provided by the seller to the buyer is “marketable title set out in the Title Examination Standards of the Oklahoma Bar Association”.

Also, under the Production Revenue Standards Act, (52 O.S. §§ 570.1 et seq) the interest penalty on the operator for withholding oil and gas proceeds is 6% if the title is unmarketable and 12% if the title is marketable. This difference in rates is designed to encourage prompt payment of such proceeds where there is no dispute as to record title. The quality of title under the Act is “marketable title,” and “*marketability of title shall be determined in accordance with the then current title examination standards of the Oklahoma Bar Association*”. (52 O.S. § 570.10(D)(2)(a)).

Marketable Title, as defined under the Title Examination Standards 1.1, is:

A marketable title is one free from apparent defects, grave doubts and litigious uncertainty, and consists of both legal and equitable title fairly deducible of record.

Consequently, it is necessary to review the county land records to ascertain the status of title.

2. Type of Abstract

Unless an examiner undertakes a stand-up opinion, the examiner will be presented with an abstract of title (or digital images on a CD), prepared by a licensed and bonded abstractor for the county involved.

Pursuant to 36 O.S. § 5001(c) (quoted above) the title examination, which is undertaken to support the issuance of a title insurance policy, must be a review of a fully certified abstract rather than as a standup opinion. This policy is confirmed in several Oklahoma Attorney General Opinions (See: 1978 OK AG 151 and 1983 OK AG 281, referred to above, and also

see: 1980 OK AG 104 and 1982 OK AG 46, all of which require the use of a full certified abstract).

It should be noted that while a typical abstract will contain a series of certificates covering a series of connected time periods -- from sovereignty to the present -- that the examiner does not need to require the abstract to be fully re-certified for the whole time from sovereignty for each transaction, on a single certificate. TES 2.1 RECERTIFICATION UNNECESSARY provides:

It is unnecessary that attorneys require the entire abstract to be certified every time an extension is made. For the purpose of examination, an abstract should be considered to be sufficiently certified if it is indicated that the abstractors were bonded at the dates of their respective certificates. It is not a defect in the abstract that at the date of the examination the Statute of Limitations may have run against the [5-year] bonds of some of the abstractors.

The following materials reflect some suggested procedures to follow and the relevant laws to review when undertaking the examination of an abstract of title in Oklahoma.

II. FORM OF A TITLE OPINION

A. GENERAL FORMAT AND CONTENT

While there is no particular format prescribed by law for a title opinion, the following elements are usually found in a letter-form opinion:

1. Letterhead of attorney
2. Inside address for client (e.g., lender, buyer, title company)
3. Reference box identifying the interests involved (e.g., fee simple, or surface, or mineral title) and the legal description (e.g., NW/4 of T14N, R3W, Canadian County, Oklahoma)
4. Salutation (“Dear ___”)
5. Identification of materials examined (e.g., abstracts, stand-up records, prior title policy, etc.) including periods of time covered (e.g., sovereignty to June 24, 2017 at 8:00 a.m.)
6. Ownership summary with names, quantity of interest held (e.g., 1/2 interest) and type of interest (joint tenancy, tenancy in common, etc.), and, sometimes, the vesting instrument (e.g., warranty deed filed on June 24, 2017 in Book 1, Page 2)
7. Comments with Requirements, if any (e.g., there is an outstanding interest in Susan Smith, therefore, get a quit claim deed, or conduct a quiet title action, or do a probate, or get a release of mortgage)
8. Exceptions, if any (e.g., outstanding easements, restrictions, continuing mortgages)
9. Exculpatory language identifying title matters not covered by a review of the abstract (matters outside the “record”, e.g., survey matters, parties in possession, unfiled mechanics and materialmen’s liens, zoning matters, etc.)

10. Language limiting the use of this opinion to the named addressee for a particular purpose (e.g., to lender for issuance of a mortgage)
11. Signature of examining attorney.

B. POSSIBLE FORM FOR AN OPINION

The following pages show a possible form for an opinion, with no specific contents:



MEE MEE HOGE & EPPERSON

A PROFESSIONAL LIMITED LIABILITY PARTNERSHIP

50 Penn Place
1900 N.W. Expressway, Suite 1400
Oklahoma City, Oklahoma 73118

(405) 848-9100 Voice
(405) 848-9101 Fax

Kraettli Q. Epperson, PLLC
kqe@meehoge.com

June 24, 2017

[LENDER'S COMPANY NAME]
[COMPANY ADDRESS]

[PURCHASER'S NAME]
[ADDRESS]

[LENDER'S OPINION]

[PURCHASER'S OPINION]

RE: [SURFACE/FEE/MINERAL TITLE OPINION]
[LEGAL DESCRIPTION]

(Our file number: [NUMBER])

Joint Lender and Purchaser Title Opinion

Greetings,

Pursuant to your request, we have reviewed certified Abstract of Title No.
[ABSTRACT #] by [ABSTRACT COMPANY NAME], covering the period from inception
to [DATE] at [TIME]. The Abstract covers the property described as:

[LEGAL DESCRIPTION]

Based upon an examination of the cited Abstract and subject to the comments and
requirements set forth, we find surface and surface only title to the Property to be vested as
follows:

FEE SIMPLE

OWNER

INTEREST

[NAME]

[INTEREST]

[NAME]

[INTEREST]

[NAME]

[INTEREST]

[NAME]

[INTEREST]

COMMENTS AND REQUIREMENTS

1. Comment: The proposed sellers, [NAME], [MARITAL STATUS], do not currently hold the full legal and equitable title of record to the Property. See the ownership listed above.

Requirement 1: Secure and file of record a deed from [NAME], showing marital status and joinder of spouse, if any, to the sellers. [OTHER NEEDED DEEDS]. At closing, secure and file of record a deed from the sellers, [NAMES], showing marital status and joinder of spouse, if any, to the purchasers, [NAMES].

2. Comment: You, [LENDER'S COMPANY NAME], as the proposed mortgagee, need a mortgage from the mortgagors, [PURCHASERS' NAMES].

Requirement 2: After Requirement 1 has been satisfied, secure and file of record a mortgage from the purchasers to you as mortgagee.

3. Comment: To ensure the proposed mortgage is a first lien, there needs to be a review of the title as to any judgments or liens against the proposed purchasers and mortgagors, [NAMES].

Requirement 3: Secure from the abstractor a records check of judgments, and liens against the purchasers, and furnish this report to this examiner for possible further requirements.

4. Comment: There is an unreleased mortgage filed in [DATE] at Book NUMBER], Page [NUMBER] in favor of [NAME]. However, the stated maturity date for the note and mortgage is 1 year (or DATE), and, due to the passage of 7 years from the maturity date, the mortgage is deemed released.

Requirement 4: None

5. Comment: There is an easement filed [DATE] at Book [NUMBER], Page [NUMBER] in favor of [NAME]. Such [TYPE] easement provides for [PURPOSE].

Requirement 5: Determine the current location and dimensions of any existing [EASEMENT], and secure a partial record as to the balance of the Section. Confirm that the reduced [EASEMENT] does not affect your intended use of the Property.

6. Comment. Mechanics' and materialmen's liens which are not of record may exist against the Property.

Requirement 6: You should ascertain by your own observation and investigation whether there has been any labor performed or materials furnished on the Property that could serve as the basis for liens upon the Property, in the event the bills for the material or service were not paid within the last 4 months. You should confer with the sellers and secure their affidavit as to the presence or absence of any such lien rights.

7. Comment: This Title Opinion specifically exempts any instruments filed pursuant to the Uniform Commercial Code.

Requirement 7: You should satisfy yourself that no financing statements or security agreements are on the file affecting this Property. You may obtain or require your sellers to obtain a certificate or UCC Form 4 from the County Clerk certifying whether any instruments are on file. If there are any such security interests, furnish such report to this examiner for possible further requirements.

8. Comment: Title may be impaired or lost by encroachments in the nature of adverse possessory interests from surrounding properties.

Requirement 8: You should satisfy yourself by observation or, preferably, by a survey conducted by a licensed and bonded surveyor as to lot line, building, and building line encroachment matters. If you discover any encroachments, provide such evidence to this examiner for possible further requirements.

9. Comment: The Property may be subject to restrictions, zoning ordinances and regulations of the municipal and county planning authorities.

Requirement 9: You should satisfy yourself that your contemplated use of the Property will conform to the restrictions, ordinances, regulations and zoning. You should also satisfy yourself as to whether any future development plans encompassing your Property and the adjacent lands have been filed with the planning authorities.

10. Comment: Persons occupying the Property other than the owner may have claims against the Property.

Requirement 10: You should inquire of any non-owner occupants what claims, if any, such non-owner-occupants may have to the Property.

11. Comment: Our examination is limited to the information contained in the cited Abstract.

Requirement 11: You should check the records of the clerk of any governmental or administrative body in which you suspect proceedings to be pending or completed.

If you discover any such proceedings, provide such evidence to this examiner for possible further requirements.

12. Comment: Your location and legal rights of ingress and egress to the Property are not shown in the cited Abstract.

Requirement 12: Secure from the abstractor evidence that your Property has access to an open section line road or to a platted street. If you receive such documents, provide such evidence to this examiner for possible further requirements.

13. Comment: There are possible unpaid Ad Valorem Taxes for [DATE].

Requirement 13: Ensure such taxes are paid by the seller at closing -- prorated to the date of closing.

14. Comment: This cited Abstract is certified through [DATE] at [TIME].

Requirement 14: Before closing secure a current check of the land records for new instruments and judgments. Do not close if there are such instruments or judgments, but provide such documents to this examiner for possible further requirements.

ADVISORY COMMENTS

1. Judgment Liens

None.

2. Tax Liens

None.

3. Leases

None.

4. Several acknowledgments on the instruments in the cited Abstract are defective or are omitted, but due to the passage of 5 years such acknowledgment defects have been deemed cured by statute.

5. Several instruments in the cited Abstract either fail to show the grantor's marital status, or, if married, fail to include the joinder of a non-title-holding spouse, but, due to the passage of 10 years, such omissions have been deemed cured by statute.

6. This Title Opinion is based on all signatures found in the cited Abstract being genuine.

7. This Title Opinion is based on all individuals in the chain of title being competent.

8. This Title Opinion does not cover oil, gas or any other mineral interests.

9. This Title Opinion is limited to those materials contained in the cited Abstract.

10. The Abstract does not contain a federal court certificate for the period of time from inception to [DATE], as required pursuant to Oklahoma Title Standard 30.14. Therefore, I can express no opinion whether there would be any matters which would be disclosed by such a federal court certificate and which would affect title to the Property in question.

CLOSING COMMENTS

This opinion is for the use and benefit of the addressee(s) only and is for the purpose of expressing an opinion on the status of title to the Property as reflected by the cited Abstract. The expressed opinion is subject to any exceptions, limitations, or reservations expressed in the Comments and Requirements. This opinion does not cover any matter not reflected in the cited Abstract. So far as known to this examiner, there is no dispute among attorneys of the local bar as to validity of this title.

Respectfully,

Kraettli Q. Epperson

III. SAMPLE BLANK WORK SHEET

When reviewing an abstract, the examiner will makes notes of relevant contents from each instrument or judgment that is reviewed. There is not a statutorily prescribed format for the examiner's work sheet.

The following blank work sheet is one sample. The headings are self-explanatory, and each examiner can create whatever format works best for him or her based on their own experiences. This work sheet can also serve as a "chain of title", with the resulting ownership being summarized on the work sheet after a review of each instrument or judgment.

A completed work sheet is provided later in these materials.

IV. STEPS IN EXAMINING INSTRUMENTS AND JUDGMENTS

A. ABSTRACT SECTIONS

When examining the abstract there are 3 parts or sections to the abstract:

(1) Cover page showing (a) unique identifying number of the abstract, (b) name of the company issuing the abstract, and (c) the legal description covered by the abstract,

(2) The content of the abstract including either summaries (i.e., “abstracted”) or photocopies of each instrument or judgment, and

(3) The certificate page is signed by the abstractor and lists:

The legal description, the records checked, the names checked, page numbers included and period covered, and certain other information.

A sample abstract is included later in these materials.

B. REVIEW PROCEDURES

A suggested set of procedures to follow to review instruments and judgments are as follows:

1. Instruments

a. Overview of Review Procedures

1. Deeds

i. Execution Date

ii. Recording Date

iii. Recording Book and Page

iv. Grantors

v. Marital Status & Joinder of Spouse

vi. Legal Description

vii. Signatures

- viii. Acknowledgments
 - ix. Other Matters
2. Mortgages
- i. Execution Date
 - ii. Recording Date
 - iii. Recording Book and Page
 - iv. Grantors
 - v. Marital Status & Joinder of Spouse
 - vi. Legal Description
 - vii. Signatures
 - viii. Acknowledgments
 - ix. Other Matters
 - x. Maturity Date (Expires 7 Years Beyond Maturity or 30 Years From Recording)
3. Easements (Same)
4. Plat and Dedication
- i. Signatures By
 - a) Grantors/Owners With Marital Status & Joinder of Spouse, Dedicating Streets and Easements
 - b) Abstractor as to Ownership
 - c) Surveyor as to Accuracy of Survey/Plat
 - d) County Treasurer as to Taxes Being Current
 - e) City as to Acceptance of Dedicated Streets and Easements
 - ii. Legal Description
 - iii. Dedication Language for Streets and Easements
 - iv. Responsibility for Maintenance of Common Areas
 - v. Showing Access to Public Street/Open Section Line Road

5. Restrictions

- i. Execution Date
- ii. Recording Date
- iii. Recording Book and Page
- iv. Grantors
- v. Marital Status & Joinder of Spouse
- vi. Legal Description
- vii. Signatures
- viii. Acknowledgments
- ix. Restrictions About Use, Materials, Etc.

b. Issues and Authorities for Reviewing Instruments (Deeds, etc.)

There are two types of instruments under consideration during a title examination: (1) links in the chain of title (e.g., Deed from A to B, and Decree from B to C, etc.), and (2) liens and encumbrances (e.g., tax liens, easements, restrictions, etc.)

Here are comments on each element of an instrument under examination:

1. Instruments:

- i. Execution Date: The grantor is only able to execute an effective conveyance (e.g., a deed) or a voluntary encumbrance (e.g., easement) only after he comes into record title to the subject interest. [see: TES 6.2 OMISSIONS AND INCONSISTENCES IN INSTRUMENTS AND ACKNOWLEDGMENTS]
- ii. Recording Date: Delivery of an instrument is essential to it being effective, but is presumed delivered when recorded. [see: TES 6.4 DELIVERY; DELAY IN RECORDING]
- iii. Recording Book and Page: Identification of the instrument under consideration is enhanced by listing the unique book and page (or, in some counties, the document number).

- iv. Grantors: A person cannot convey an interest of record unless the grantor has previously come into title as a named grantor. You cannot convey an interest you do not hold. The only way to identify the proper grantor is to match the name of the correct grantor with the prior grantee. Names must be substantially similar. [See: TES 5.1 ABBREVIATIONS AND IDEM SONANS and TES 5.2 RECITAL OF IDENTITY]. After-acquired title results in an interest which vests in a grantor after the date such grantor conveyed the interest out being treated as automatically flowing to the grantee in the earlier deed. [See 16 O.S. §17 ACCRUAL OF BENEFITS OF MORTGAGEE OR GRANTEE]
- v. Marital Status and Joinder of Spouse: A conveyance of a marital homestead is void if the other spouse fails to join in the instrument, even if the non-joining spouse fails to hold legal (i.e., record) title.

Because it is impossible to ascertain, of record, whether a particular tract of land is or is not a martial homestead, all instruments must recite the grantor's marital status, and, if married, must include the joinder of both spouses. [See: 16 §4, and TES 7.1 MARITAL INTERESTS: DEFINITION; APPLICABILITY OF STANDARDS; BAR OR PRESUMPTION OF THEIR NON-EXISTENCE; and TES 7.2 MARITAL INTERESTS AND MARKETABLE TITLE]

- vi. Legal Description: The ability to distinguish one parcel of land from another depends on the use of a unique and complete legal description. A street address or other informal description (e.g., the Jones Farm) is not adequate for the county clerk to properly index the instrument and for third parties to be charged with constructive notice of that conveyance or encumbrance of the interest. [See: 25 O.S. §12. Constructive Notice Defined; 16 O.S. §§15. Necessity of Acknowledgment and Recording as to Validity-Acknowledgment of Record as Condition for Judgment Lien to be Binding Against Third Persons, and 16. Constructive Notice; 46 O.S. §§6 Formalities, and 7. Record of Mortgage is Notice; 19 O.S. §§287 Indexes of Deeds, 291. Numerical Index, and 298. Instrument to Contain Information Necessary for Indexing-Duty of Register Deeds] [See: Part "C" below for a more detailed discussion of Legal Description]
- vii. Signatures: The signatures must be provided for all of the grantors. Where an entity, which is not a natural individual, signs the instrument there are specific officers or members of the organization who are assumed by statute to hold the authority to execute an instrument for the entity (e.g., a president, vice-president, chairman or vice-chairman must sign for a corporation, a general partner must sign for a general or limited partnership, a manager or member/manager must sign for an LLC, and a trustee must sign for a trust, etc). [See: e.g. TES 12.2 REBUTTABLE PRESUMPTIONS CONCERNING CORPORATE INSTRUMENTS EXECUTED IN PROPER FORM; TES 13.2 IDENTIFY OF PARTNERS; TES 14.3 AUTHORITY OF MANAGER TO ACT FOR LIMITED LIABILITY COMPANY, TES 15.1 POWERS OF

TRUSTEE] There are special constitutional and statutory limitations on corporations and aliens owning land in Oklahoma.

- viii. Acknowledgments: An instrument is binding between the parties once signed and delivered to the grantee. However, without an acknowledgment, an instrument is not authorized to be recorded and, even if inadvertently received for recording, it is not constructive notice to third parties (until it is recorded for 5 years). [See: TES 6.1 DEFECTS IN OR OMISSION OF ACKNOWLEDGMENTS OF RECORD]
- ix. Other Matters: A title examiner must be alert to unusual and unexpected language in an instrument, such as a life estate, a reversionary clause, a retention of an easement, or an option to purchase.

2. Judgments

a. Money Judgment Lien Notices

- i. Type of Notice (Judgment, Affidavit of Judgment, Statement of Judgment)
- ii. Date Judgment Entered (Expires in 5 Years)
- iii. Date Notice Filed
- iv. Creditor
- v. Debtor
- vi. Amount
- vii. Property Listed (if any)

b. Property Court Proceedings (over 10 years of record; limited review due to Simplification of Land Titles Act – 16 O.S. §§ 61-63, 66)¹

¹ Oklahoma “TES 29.6 ABSTRACTING” provides: *Abstracting relating to court proceedings under the Simplification of Land Title Act, 16 O.S. § 62(b), (c) and (d), when the instruments have been entered or recorded for ten (10) years or more, as provided in the statute, shall be considered sufficient when there is shown the following in the abstract:*

- A. *In sales by guardians or personal representatives, the deed and order confirming the sale;*
- B. *In probate and partition proceedings in District Court, the final decree and estate tax clearance unless not required by 58 O.S. § 912 or 68 O.S. § 815(d), or unless the estate tax lien is barred;*
- C. *In general jurisdiction court sales under execution the judgment, the deed, the court order directing the delivery thereof and proof of service of the notice of the pendency of such action on the Superintendent of the Five Civilized Tribes, now Area Director of the Five Civilized Tribes, and Election Not to Remove, if any;*

- i. Type of Proceeding (Divorce, Foreclosure, etc.)
 - ii. Date of Judgment
 - iii. Recording Date
 - iv. Recording Page and Book
 - v. Parties Affected by Judgment
 - vi. Property Affected by Judgment
 - vii. Terms of Judgment (Grants Foreclosure, Partition, Easements, etc.)
- c. Property Court Proceedings (Under 10 Years Old)
- i. You need a detailed checklist for each type of proceeding, such as: probate (testate, intestate, summary proceeding), mortgage foreclosures, quiet titles, divorces, partitions, etc.
 - ii. The following are sample checklists for a probate (testate and intestate) less than 10-years old:

*D. In general jurisdiction court partitions, or adjudications of ownership, the final judgment, any deed or partition, any court order directing the delivery thereof and proof of service of the notice of the pendency of such action on the Superintendent of the Five Civilized Tribes, now Area Director of the Five Civilized Tribes and Election Not to Remove, if any;
Any pleading in which an attorney's lien is claimed by the attorney for a party that is awarded an interest the property.*

The abstractor can make in substance the following notation: "other proceedings herein omitted by reason of O.S. 61 et seq., and Title Examination Standards Chapter 29.

PROBATE CHECKLIST
(Prepared with assistance of Sara Hawkins of
Mee, Mee, Hoge & Epperson)

Testate:

Steps:

1. File Petition for Probate and original will (58 O.S. §23, 24.1).
2. Set Hearing Date and prepare Order and Notice of Hearing (must be between 10 and 30 days from date of filing Petition (58 O.S. §25).
3. Submit Order and Notice of Hearing for Judge's signature and subsequent filing (some counties allow the court clerk to rubber stamp the Judge's signature).
4. Give notice to heirs/devisees/legatees and certain nominated executors by mail to last known address at least 10 days prior to the hearing date (58 O.S. §25, 26).
5. If any heir/devisee/legatee or executor is unknown or cannot be located, notice must also be given by publication by publishing in a legal newspaper in the county where the probate is pending; in that case, the publication needs to run only one time at least 10 days prior to the hearing date (58 O.S. §25).
6. File an affidavit of mailing re mailing notice to heirs/devisees/legatees or executors (58 O.S. §26, 28, 34).
7. Ensure that if publication was required an affidavit of publication is filed by the newspaper (58 O.S. §25, 28).
8. Have Order Admitting Will etc. ready for Judge's signature at hearing (58 O.S. §42).
9. Have Letters Testamentary ready for Judge's signature at hearing (58 O.S. §§101 & 110).
 - a. Most judges do not require the attendance of the Petitioner but some do, so you'll need to check with the judge's clerk.
 - b. The representative can sign the oath prior to the hearing or appear before the court and take the oath depending on whether the judge wants the person present.
10. Have a Notice to Creditors prepared before the hearing and ready for filing after the hearing.
 - a. The PR actually has two months from appointment to file the Notice, but most practitioners file it the day of the hearing to start the clock on the presentment period (58 O.S. §331).
 - b. The notice to creditors will set forth a presentment date that must be at least 2 months after the date the Notice is filed with the court clerk (58 O.S. §331).
 - c. The representative can sign the Notice ahead of time so that it can be filed the same day as the hearing.
11. File the Order, Letters Testamentary and Notice to Creditors at the same time after the hearing.
12. Request that the Notice to Creditors be published in a legal newspaper once each week for two consecutive weeks; such newspapers generally have a basket at the courthouse in which the notice can be placed for publication. The first publication must be within 10 days of filing the Notice (58 O.S. §331).
13. Ensure that the newspaper files an affidavit of publication of the Notice to Creditors (58 O.S. §332).

14. If any creditor claims are presented, the representative has 30 days to accept or reject the claims (58 O.S. §337).
 - a. If a claim is accepted, it must be submitted to the court for approval (58 O.S. §339).
 - b. If a claim is rejected, notice of the rejection must be given to the creditor; the creditor will then have 45 days to file a suit on the claim (58 O.S. §337).
 - c. If the representative takes no action, the claim is deemed rejected after 30 days from receipt; notice of rejection must still be given to begin the 45-day limitations period (58 O.S. §337).
15. File an inventory and appraisal within 2 months of the representative being appointed, unless waived (58 O.S. §281).
16. The estate for the probate of a will cannot be closed before 3 months from the date the will is admitted to probate (this is the will contest period) (58 O.S. §61).
 - a. If no creditor claims are presented, a final account and petition for final decree of distribution can generally be filed upon expiration of the presentment date (this is true if the hearing is set outside the 3-month will contest period).
 - b. If a creditor claim is filed and not resolved until after the 3-month period, then the final account and petition for distribution will be filed at that time.
17. Prepare a Final Accounting that is combined with a Petition for Determination of Heirs/Devises/Legatees and Final Decree of Distribution (58 O.S. §§541 & 634).
 - a. The Final Accounting can be waived pursuant to 58 O.S. § 541.
 - b. Even if the Final Accounting is waived, the petition for distribution must contain specific statutory language (58 O.S. § 541).
18. The Final Account and Petition should be filed according to the above timeline.
19. Set Hearing Date (must be no sooner than 20 days from date of filing Petition) (58 O.S. §553).
20. Submit Order and Notice of Hearing for Judge's signature and subsequent filing (some counties allow the court clerk to rubber stamp the Judge's signature) (58 O.S. §553).
21. Give notice to heirs/devisees/legatees by mail to last known address at least 10 days prior to the hearing date (58 O.S. §553).
22. Notice must also be given by publication by publishing in a legal newspaper in the county where the probate is pending; in that case, the publication needs to run once each week for two consecutive weeks (58 O.S. §553).
23. File an affidavit of mailing re mailing notice to heirs/devisees/legatees (58 O.S. §557).
24. Ensure that an affidavit of publication is filed by the newspaper (58 O.S. §§553 & 557).
25. Have Order approving Final Account and a Decree of Distribution (one document) ready for judge's signature at hearing.
26. File Order and record in land records if it involves real property (58 O.S. §§632, 634, & 711).
27. Make transfers to distributees.
28. Have recipients of property sign receipts (58 O.S. §691).
29. File receipts with court (58 O.S. §691).
30. Have representative sign a Report of Representative Pursuant to Decree of Distribution. (58 O.S. §691).
31. File same and present to judge with proposed Final Discharge Order. (58 O.S. §691).
32. Obtain signed Final Discharge. (58 O.S. §691).
33. File Final Discharge with court.

In special cases, where sale of real property is desired, a waiver of all accountings, including the final account, waiver of inventory and appraisal, and authorization to sell property can be obtained pursuant to 58 O.S. § 239, but to do so you should have a preliminary determination of heirs/devisees/legatees made in your order admitting the will pursuant to 58 O.S. §240.

Intestate:

Steps:

1. File Petition for Letters of Administration (58 O.S. §127)
2. Set Hearing Date (for an intestate estate, the statutes do not prescribe a specific period of time in which the hearing must be had) (58 O.S. §128)
3. Submit Order and Notice of Hearing for Judge's signature and subsequent filing (some counties allow the court clerk to rubber stamp the Judge's signature)
4. Give notice to heirs by mail to last known address at least 10 days prior to the hearing date. (58 O.S. §128)
5. If any heir is unknown or cannot be located, notice must also be given by publication by publishing in a legal newspaper in the county where the probate is pending; in that case, the publication needs to run only one time at least 10 days prior to the hearing date. (58 O.S. §128)
6. File an affidavit of mailing re mailing notice to heirs (58 O.S. §34)
7. Ensure that if publication was required an affidavit of publication is filed by the newspaper (58 O.S. §§34 & 28)
8. Have Order Appointing Administrator ready for Judge's signature at hearing (58 O.S. §130)
9. Have Letters of Administration ready for Judge's signature at hearing (58 O.S. §121)
 - a. most judges do not require the attendance of the Petitioner but some do, so you'll need to check with the judge's clerk
 - b. the representative can sign the oath prior to the hearing or appear before the court and take the oath depending on whether the judge wants the person present
10. Have a Notice to Creditors prepared before the hearing and ready for filing after the hearing. (58 O.S. §331)
 - a. The PR actually has two months from appointment to file the Notice, but most practitioners file it the day of the hearing to start the clock on the presentment period. (58 O.S. §331)
 - b. The notice to creditors will set forth a presentment date that must be at least 2 months after the date the Notice is filed with the court clerk. (58 O.S. §331)
 - c. The representative can sign the Notice ahead of time so that it can be filed the same day as the hearing.
11. File the Order, Letters Testamentary and Notice to Creditors at the same time after the hearing.
12. Request that the Notice to Creditors be published in a legal newspaper once each week for two consecutive weeks; such newspapers generally have a basket at the courthouse in which the notice can be placed for publication. (58 O.S. §331)
13. Ensure that the newspaper files an affidavit of publication of the Notice to Creditors (58 O.S. §332)
14. If any creditor claims are presented, the representative has 30 days to accept or reject the claims (58 O.S. §337)
 - a. If a claim is accepted, it must be submitted to the court for approval (58 O.S. §339)
 - b. If a claim is rejected, notice of the rejection must be given to the creditor; the creditor will then have 45 days to file a suit on the claim (58 O.S. §337)

- c. If the representative takes no action, the claim is deemed rejected after 30 days from receipt; notice of rejection must still be given to begin the 45-day limitations period (58 O.S. §337)
15. File an inventory and appraisal within 2 months of the representative being appointed unless waived (58 O.S. §281)
16. In the event no creditor claims have been made and are not anticipated, it is often advisable to file the final account and petition for final decree of distribution about 1 month prior to the end of the presentment period. This way the hearing can be held just after expiration of that period. Of course, if such a hearing is set and a claim is filed, the hearing would need to be continued.
17. Prepare a Final Accounting that is combined with a Petition for Determination of Heirship and Final Decree of Distribution (58 O.S. §§541 & 634)
 - a. The Final Accounting can be waived pursuant to 58 O.S. § 541.
 - b. Even if the Final Accounting is waived, the petition for distribution must contain specific statutory language. (58 O.S. §541)
18. The Final Account and Petition should be filed according to the above timeline. Set Hearing Date (must be no sooner than 20 days from date of filing Petition) (58 O.S. §553)
19. Submit Order and Notice of Hearing for Judge's signature and subsequent filing (some counties allow the court clerk to rubber stamp the Judge's signature).
20. Give notice to heirs by mail to last known address at least 10 days prior to the hearing date. (58 O.S. §553)
21. Notice must also be given by publication by publishing in a legal newspaper in the county where the probate is pending; in that case, the publication needs to run once each week for two consecutive weeks. (58 O.S. §553)
22. File an affidavit of mailing re mailing notice to heirs (58 O.S. §557)
23. Ensure that an affidavit of publication is filed by the newspaper (58 O.S. §§553 & 557)
24. Have Order approving Final Account and a Decree of Distribution (one document) ready for judge's signature at hearing.
25. File Order and record in land records if it affects real property (58 O.S. §§632, 634, & 711).
26. Make transfers to distributees.
27. Have recipients of property sign receipts (58 O.S. §691).
28. File receipts with court (58 O.S. §691).
29. Have representative sign a Report of Representative Pursuant to Decree of Distribution (58 O.S. §691).
30. File same and present to judge with proposed Final Discharge Order (58 O.S. §691).
31. Obtain signed Final Discharge (58 O.S. §691).
32. File Final Discharge with court.

In special cases, where sale of real property is desired, a waiver of all accountings, including the final account, waiver of inventory and appraisal, and authorization to sell property can be obtained pursuant to 58 O.S. § 239, but to do so you should have a preliminary determination of heirs made in your order admitting the will pursuant to 58 O.S. §240.

C. SPECIFIC LEGAL DESCRIPTIONS

1. Competing Priorities Between Instruments in Oklahoma

The common law maxim is: “First in time is first in right”. See, e.g., In Re N-Ren Corp., 1989 OK 79, ¶8, 773 P.2d 1269, 1271: “The maxim ‘first in time, first in right’ governs priority between competing security and statutory liens”; see also 66 Am. Jur. 2d, Records and Recording Laws, § 39: “Both the necessity and the effect of recording deeds and other instruments rest solely on the statutes. The recording of documents affecting the title to land is purely a system of legal institution and not of common right or abstract justice. At common law in England, there was no system of registration, and the rule between claimants to the same title was found in the maxim ‘prior in tempore potior est in jure’ (first in time is first in right).”

In Oklahoma this maxim (“First in time, means first in right”) is implemented -- with regard to real estate instruments, such as deeds, mortgages, and oil and gas leases -- through the use of the State’s recording statutes relating to constructive notice, as discussed below.

2. The Concept of Notice

The concepts of actual and constructive “notice” are defined by Oklahoma’s statutes as follows:

25 O.S. § 10: “*Notice is either actual or constructive.*”

25 O.S. § 11: “*Actual notice consists in express information of a fact.*”

25 O.S. § 12: “*Constructive notice is notice imputed by the law to a person not having actual notice.*”

25 O.S. § 13: “*Every person who has actual notice of circumstances sufficient to put a prudent man upon inquiry as to a particular fact, and who omits to make such inquiry with reasonable diligence, is deemed to have constructive notice of the fact itself.*”

3. The Operation of Constructive Notice Requires a Specific Legal Description

As noted above, “constructive notice” is based on a statute which imposes notice on a person even when such person does not have actual knowledge of a fact.

As explained in a 1943 Oklahoma Supreme Court case:

The general rule is that the record of an instrument entitled to be recorded will give constructive notice to persons bound to search for it. But constructive notice being a creature of statute, no record will give constructive notice unless such effect has been given to it by some statutory provision. 46 C.J. 550.

Carter v. Wallace, 1943 OK 250, ¶ 11, 140 P.2d 1018, 1020

When it comes to notice of instruments affecting title to real property, there are two statutes, enacted in 1910 by the Oklahoma legislature, which, together, serve as our Recording Act:

16 O.S. § 15: *Except as hereinafter provided, no acknowledgment or recording shall be necessary to the validity of any deed, mortgage, or contract relating to real estate as between the parties thereto; but no deed, mortgage, contract, bond, lease, or other instrument relating to real estate other than a lease for a period not exceeding one (1) year and accompanied by actual possession, shall be valid as against third persons unless acknowledged and recorded as herein provided. No judgment lien shall be binding against third persons unless the judgment lien holder has filed his judgment in the office of the county clerk as provided by and in accordance with Section 706 of Title 12 of the Oklahoma Statutes.* (emphasis added)

AND

16 O.S. § 16: *Every conveyance of real property acknowledged or approved, certified and recorded as prescribed by law from the time it is filed with the register of deeds for record is constructive notice of the contents thereof to subsequent purchasers, mortgagees, encumbrancers or creditors.* (emphasis added)

These two statutes have remained unchanged since 1910, except for minor unrelated changes to 16 O.S. § 16 to reflect new procedures to create judgment liens.

There are numerous state statutes allowing or requiring the recording of instruments and judgments/decrees. See Appendix C.6. List of Oklahoma Constructive Notice Statutes which lists many of these statutes.

In a Tract Index system, like the one in place in Oklahoma, the statutes, 19 O.S. § 298 (A) expressly provide:

Every county clerk in this state shall require that the mandates of the Legislature be complied with, as expressed in Sections 287 and 291 of this title, and for that purpose, every instrument offered which may be accepted by the county clerk for recording, affecting specific real property whether of conveyance, shall by its own terms describe the Property by its specific legal description, and provide such information as is necessary for indexing as required in Sections 287 and 291 of this title, ...

Sections 287 and 291 repeat the requirement for the inclusion of the “specific legal description” of the land involved.

Consequently, under case law and statutory authority, there is no constructive notice given for the recording of an instrument which fails to contain a “specific legal description”.

A 2010 bankruptcy case in the Northern District of Texas, Dallas Division (interpreting Oklahoma Law) is instructive about the need for a specific legal description. In In re Cornerstone E&P Co., L.P.² the court held that under Oklahoma law a “blanket security agreement” in a recorded mortgage covering oil and gas leases located in Oklahoma, did not provide constructive notice due to the absence of specific legal descriptions in the subject mortgage. It stated:

By the plain language of the Oklahoma governing statute, a recorded conveyance provides constructive notice when it is “recorded as prescribed by law.” 16 Okla. Stat. § 16. 19 Okla. Stat. § 298 requires that every document offered for recording “shall by its own terms describe the Property by its specific legal description, and provide such information as is necessary for indexing as required in Sections 287 and 291 of this title....” 19 Okla. Stat. § 298. In turn, §§ 287 and 291 direct the clerk of each county to keep a grantor-grantee index and a tract index, respectively. 19 Okla. Stat. §§ 287, 291. Thus, by the terms of the statute, a deed may only be “recorded as prescribed by law” if it contains a specific legal description and provides sufficient information for indexing in both the grantor-grantee index and the tract index. The Court concludes that the language of the statute is unambiguous and must be given the effect of its plain meaning. Thus, as a matter of law, to be “recorded as prescribed by law” and thereby constitute constructive notice solely by virtue of the fact of its filing, a conveyance must provide a specific legal description sufficient for indexing in both the county grantor-grantee index and the county tract index.

² Baker Hughes Oilfield Operations, Inc. v. Union Bank of Ca., N.A. (In re Cornerstone E&P Co., L.P.), 436 B.R. 830, 847-48 (Bankr. N.D. Tex. 2010).

As noted previously, 16 Okla. Stat. § 16 expressly provides that “[e]very conveyance of real property acknowledged or approved, certified and recorded as prescribed by law from the time it is filed with the register of deeds for record is constructive notice of the contents thereof to subsequent purchasers, mortgagees, encumbrancers or creditors.” And, as discussed above, because the Oklahoma Mortgage cannot be recorded “as prescribed by law” as to the Oklahoma Blanket Leases because it contains no specific Property descriptions for the Oklahoma Blanket Leases sufficient for indexing in the applicable tract index, the recording of the Oklahoma Mortgage, standing alone, constitutes no constructive notice of Union Bank’s lien on the Blanket Leases. Stated another way, 16 Okla. Stat. § 16 and 19 Okla. Stat. § 298, as a matter of law, impute no knowledge of the county Property records to the Plaintiffs with respect to the Oklahoma Blanket Leases. Even when recorded, documents that do not satisfy all of the relevant statutory requirements do not constitute constructive notice simply because of their filing. See Amarex, Inc. v. El Paso Natural Gas Co., 1987 OK 48, 772 P.2d 905, 909 (Okla.1987). (emphasis added). Id. at 850.

Consequently, a deed gives constructive notice to third parties only if such deed includes a specific legal description for the subject Property and thereby include “such information as is necessary for indexing” in both the Grantor-Grantee and Tract Indices (19 O.S. § 298(A)).

There are three types of legal descriptions:

(1) Governmental survey or rectangular (e.g., the NE/4 of Section 2, T4N, R7W, Grady County, Oklahoma), or

(2) Metes and bounds (e.g., starting at a point of beginning, thence north 5 feet, then west 7 feet, then south 5 feet, thence east 7 feet to the point of beginning), or

(3) Platted (e.g., Lot 1, Block 2, Johnson Addition).

Therefore, for an instrument or a judgment to give constructive notice, it must both be recorded and contain a specific legal description.

V. SAMPLE ABSTRACT

(NOTE: These instruments are “abstracted” versions rather than photocopies of the actual instrument)

ABSTRACT OF TITLE: #2017

*The Southwest Quarter of the Southeast Quarter of Section 1 – TIN – R1E – C.M. –
Cimarron County, Oklahoma*

EPPERSON ABSTRACT CO.

(NOTE: This Abstract was prepared only for use as a sample for educational purposes)

INSTRUMENT: *PATENT*

GRANTOR: *Franklin Roosevelt, President*

GRANTEE: *Alexander Dudley and Taylor Wyatt
(husband and wife) (joint tenants)*

DATE OF INST.: *April 1, 1940*

DATE OF FILING: *April 6, 1940 at 8:01 a.m.*

RECORDED: *Book 40, Page 1*

CONSIDERATION: *\$10.00 and OVC, receipt of which is
hereby acknowledged*

GRANTING WORDS: *GRANT, BAGAIN, SELL AND CONVEY*

COVENANTS: *NONE*

EXCEPTIONS: *NONE*

DESCRIPTION & REMARKS

Section 1 – TIN – RIE – C.M. – Cimarron County, Oklahoma;

SIGNATURE(S)

President Franklin Roosevelt

ACKNOWLEDGMENT(S)

President Franklin Roosevelt (Government Representative Form)

ENTRY NO. 1

INSTRUMENT: *GENERAL WARRANTY DEED*

GRANTOR: *Alex Dudley*

GRANTEE: *Preston Gunkel and Jesse Gordon (joint tenants)*

DATE OF INST.: *April 2, 1941*

DATE OF FILING: *April 5, 1941 at 8:01 a.m.*

RECORDED: *Book 49, Page 1*

CONSIDERATION: *\$10.00 and OVC, receipt of which is hereby acknowledged*

GRANTING WORDS: *GRANT, BARGAIN, SELL AND CONVEY*

COVENANTS: *AND WARRANT TITLE TO THE SAME*

EXCEPTIONS: *NONE*

DESCRIPTION & REMARKS

Section 1 – TIN – R1E – C.M. – Cimarron County, Oklahoma

SIGNATURE(S)

Alexander Dudley

ACKNOWLEDGMENT(S)

Alexander Dudley (partnership form)

ENTRY NO. 2

INSTRUMENT: *EASEMENT*

GRANTOR: *Preston Gunkel and Jesse Gordon
(single people)*

GRANTEE: *John Mee*

DATE OF INST.: *April 3, 1984*

DATE OF FILING: *April 15, 1984 at 8:01 a.m.*

RECORDED: *Book 840, Page 1*

CONSIDERATION: *\$10.00 and OVC, receipt of which is
hereby acknowledged*

GRANTING WORDS: *GRANT, BARGAIN, SELL AND
CONVEY AND MORTGAGE*

COVENANTS: *WARRANT TITLE*

TERMS: *BLANKET EASEMENT FOR
ROADWAY PURPOSES
THROUGHOUT THE SECTION*

DESCRIPTION & REMARKS

Section 1 – TIN – R1E – C.M. – Cimarron County, Oklahoma

SIGNATURE(S)

Preston Gunkel and Jesse Gordon

ACKNOWLEDGMENT(S)

Preston Gunkel (partnership form)

INSTRUMENT: *QUIT CLAIM DEED*

GRANTOR: *Taylor Wyatt (wife of Alex Dudley)*

GRANTEE: *Preston Gunkel and Jesse Gordon (joint tenants)*

DATE OF INST.: *April 4, 1984*

DATE OF FILING: *April 14, 1984 at 8:01 a.m.*

RECORDED: *Book 839, Page 1*

CONSIDERATION: *\$10.00 and OVC, receipt of which is hereby acknowledged*

GRANTING WORDS: *GRANT, BARGAIN, SELL, CONVEY, AND QUIT CLAIM, RESERVING UNTO TAYLOR WYATT 1/2 OF THE OIL, GAS AND OTHER MINERALS*

COVENANTS: *NONE*

EXCEPTIONS: *NONE*

DESCRIPTION & REMARKS

Section 1 – TIN – R1E – C.M. – Cimarron County, Oklahoma

SIGNATURE(S)

Taylor Wyatt

ACKNOWLEDGMENT(S)

OMITTED

INSTRUMENT: *QUIT CLAIM DEED*
(Life Estate)

GRANTOR: *Preston Gunkel and Jesse Gordon*

GRANTEE: *Marge Downing*

DATE OF INST.: *April 1, 1986*

DATE OF FILING: *April 6, 1986 at 8:01 a.m.*

RECORDED: *Book 860, Page 1*

CONSIDERATION: *\$10.00 and OVC, receipt of which is hereby acknowledged*

GRANTING WORDS: *GRANT, BARGAIN, SELL, CONVEY, AND QUIT CLAIM FOR THE LIFE OF MARGE DOWNING*

COVENANTS: *NONE*

EXCEPTIONS: *NONE*

DESCRIPTION & REMARKS
South Half of Section 1 – T1N – R1E – C.M. – Cimarron County, Oklahoma

SIGNATURE(S)

Preston Gunkel and Jesse Gordon

ACKNOWLEDGMENT(S)

Preston Gunkel (individual form)

ENTRY NO. 5

INSTRUMENT: *MORTGAGE*

MORTGAGOR: *Preston Gunkel (single) and Jesse Gordon (single)*

MORTGAGEE: *Josh Greenhaw*

DATE OF INST.: *April 2, 1990*

DATE OF FILING: *April 4, 1990 at 8:02 a.m.*

RECORDED: *Book 888, Page 80*

LOAN: *\$5,000.00, receipt which is hereby ack.*

GRANTING WORDS: *GRANT, BARGAIN, SELL AND CONVEY, AND MORTGAGE, ALL OF MORTGAGORS' RIGHT, TITLE AND INTEREST*

COVENANTS: *NONE*

EXCEPTIONS: *TERM OF MORTGAGE IS 1 YEAR, AND SUBJECT TO LIFE ESTATE DEED AT BOOK 860, PAGE 1*

DESCRIPTION & REMARKS

Southeast Quarter of Section 1– TIN – R1E - C.M. - Cimarron County, Oklahoma

SIGNATURE(S)

Preston Gunkel and Jesse Gordon

ACKNOWLEDGMENT(S)

(Omitted)

ENTRY NO. 6

INSTRUMENT: *TRANSFER ON DEATH DEED*

GRANTOR: *Preston Gunkel (single) and Jesse Gordon (single)*

GRANTEE: *John Smith and Susan Smith*

DATE OF INST.: *April 4, 1999*

DATE OF FILING: *April 14, 1999 at 8:01 a.m.*

RECORDED: *Book 999, Page 1*

CONSIDERATION: *\$10.00 and OVC, receipt of which is hereby acknowledged*

GRANTING WORDS: *GRANT, BARGAIN, SELL, CONVEY, AND QUIT CLAIM (TO VEST IN THE GRANTEES AS JOINT TENANTS UPON THE DEATH OF THE LAST GRANTOR TO DIE)*

COVENANTS: *NONE*

EXCEPTIONS: *SUBJECT TO LIFE ESTATE DEED AT BOOK 860, PAGE 1, AND SUBJECT TO MORTGAGE AT BOOK 888, PAGE 80*

DESCRIPTION & REMARKS

Southeast Quarter of Section 1 – TIN – R1E – C.M. – Cimarron County, Oklahoma

SIGNATURE(S)

*Preston Gunkel
Jesse Gordon*

ACKNOWLEDGMENT(S)

Preston Gunkel (corporate form)

WITNESSES

*Abraham Lincoln
George Washington*

ACKNOWLEDGMENT(S)

*Abraham Lincoln (individual form)
George Washington (individual form)*

ENTRY NO. 7

INSTRUMENT: *QUIT CLAIM DEED*

GRANTOR: *John Smith and Susan Smith (husband and wife)*

GRANTEE: *Kay Epperson*

DATE OF INST.: *April 2, 2010*

DATE OF FILING: *April 5, 2010 at 8:01 a.m.*

RECORDED: *Book 1010, Page 1*

CONSIDERATION: *\$10.00 and OVC, receipt of which is hereby acknowledged*

GRANTING WORDS: *GRANT, BARGAIN, SELL, CONVEY AND QUIT CLAIM, ALL OF GRANTORS' RIGHT, TITLE AND INTEREST*

COVENANTS: *NONE*

EXCEPTIONS: *LESS AND EXCEPT OIL, GAS AND OTHER MINERALS PREVIOUSLY CONVEYED OR RESERVED OF RECORD*

DESCRIPTION & REMARKS

The Southeast Quarter of Section 1 – T1N – R1E - C.M. – Cimarron County, Oklahoma

SIGNATURE(S)

John Smith and Susan Smith (husband and wife)

ACKNOWLEDGMENT(S)

John Smith and Susan Smith (husband and wife) (individual form)

O.L.T.A. UNIFORM CERTIFICATE
Adopted March 15, 1983

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, ss.

The undersigned EPPERSON TITLE CO. (a corporation) hereby certifies that:

1. There is shown herein a true and correct abstract of all instruments filed for record or recorded in the Office of the County Clerk of said County during the period covered by this certificate which affect title to the following described real estate:

The Southwest Quarter of the Southeast Quarter of Section 1 – TIN – RIE - C.M. – Cimarron
County, Oklahoma

2. The records of the Offices of the Court clerk and of the County Clerk of said County disclose that there are no executions, court proceedings nor suits pending in any of the Courts of record in said County, nor liens of any kind affecting the title to said real estate, and there are no judgments or transcripts of judgments, against any of the following named parties, either indexed and docketed prior to October 1, 1978 on the judgment docket of the Court Clerk of said County or filed for record or recorded on or after October 1, 1978 in the Office of the County Clerk of said County, affecting the title to said real estate, except as shown in this abstract:

(ALL FEE OWNERS)

3. The records of the Office of the County Treasurer of said County disclose that:

Said real estate has been assessed for ad valorem taxes for each year covered by this certificate for which ad valorem taxes could be a lien against said real estate, and there are no ad valorem taxes levied against said real estate, due and unpaid, which are a lien on said Property, nor tax sales thereof unredeemed, nor tax deeds given thereon, except as shown in this abstract:

2016 and prior years General Taxes Paid or Canceled;

And there are no unpaid special assessments certified to the Office of the County Treasurer, due and unpaid, nor tax sales thereof unredeemed, nor tax deeds given thereon, except as shown in the abstract; and

There are no unpaid personal taxes which are a lien on said real estate, except: NONE

4. The undersigned is a duly qualified and lawfully bonded abstracter and a member in good standing of the Oklahoma Land Title Association and of the American Land Title Association, whose bond is in force at the date of this certificate. The undersigned has a set of indexes in compliance with the standards of the Oklahoma Land Title Association, compiled from the records of said County and not copied from the indexes in the Office of the County Clerk, and the searches covered by this certificate reflect the records of said County and are not restricted to the indexes in the Office of the County Clerk.

This certificate covers sheets No. 1 to 8, inclusive and covers the period from Sovereignty to May 1, 2017 at 5:00 P.M.

ABSTRACT No. 2017

VI. SAMPLE COMPLETED WORK SHEET
(for the prior “Abstract”)

TAKEOFF SHEET

LEGAL DESCRIPTION: SW4 SE4 SECT: 1 /TWP: IN /RNG: IE LOT: /BLOCK:

County: CIMARRON State: OK ADDITION: City:

Entry No.	Instru	Date Executed	Date Recorded	Book	Pg	Grantor	Grantee	Legal Descr/Interest	Resulting Ownership	Comments/Requirements
01	PAT	4-1-40	4-6-40	40	1		Alexander Dudley & Taylor Wyatt (H&W)(JT)	Sect. 1/All	Alexander Dudley & Taylor Wyatt (JT/ALL)	N/A
02	WD	4-5-41	4-5-41	49	1	Alex Dudley (NMS)	Preston Gunkel & Jesse Gordon (JT)	Sect. 1/All (?)	Preston Gunkel & Jesse Gordon (JT/ALL)	1. Taylor Wyatt failed to sign-assumed Taylor Wyatt died-need AFF of JT or Probate 2. Assumed Alex Dudley=Alexander Dudley 3.Partnership Form Affidavit-cured after 5 years (1946) 4.But see entry 04
03	EASE (WTY)	4-3-84	4-15-84	840	1	Preston Gunkel & Jesse Gordon (both single)	John Mee	Sect. 1/All (?)	John Mee	1. Taylor Wyatt failed to sign-Assumed Taylor Wyatt died-need Aff of JT or Probate 2.Ack for Jesse Gordon missing—cured after 5 years (1989) 3.Wrong form Aff for Preston Gunkel—cured after 5 years (1989) 4.But see Entry 04—covers all due to grantors acquiring other ½ & WTY in easement
04	QCD	4-4-84	4-14-84	839	1	Taylor Wyatt (wife of Alex Dudley)	Preston Gunkel & Jesse Gordon (JT)	Sect. 1 for ½ (?)	Preston Gunkel & Jesse Gordon (JT/ALL)	1.Conveys 2 nd ½ of land 2.Failed to join spouse (Alex Dudley) so void for 10 years-cured after 10 years (1994) 3.Omitted grantor acknowledgment—cured after 5 years (1989)
05	QCD (Life Estate)	4-1-86	4-6-86	860	1	Preston Gunkel & Jesse Gordon (NMS)	Marge Downing	S/2 Sect. 1/All	1. Marge Downing (LE) (All) 2.Preston Gunkel & Jesse Gordon (REM)	1.Missing Aff for Jesse Gordon-cured after 5 years (1991) 2.Missing Marital status and Joinder of spouse for grantors-cured after 10 years (1996)
06	MORT	4-2-05	4-4-05	1005	80	Preston Gunkel & Jesse Gordon (both single)	Josh Greenhaw	SE/4 Sect.1/All	Mortgage-Josh Greenhaw (REM) (All)	1. Unreleased mortgage-1 year term-deemed released after 7 years from maturity (2013) 2.Missing Acknowledgment for both grantors-cured after 5 years (2010) 3.Subject to Life Estate Deed at Book 860, Pg 1
07	TODD	4-4-90	4-14-90	888	1	Preston Gunkel & Jesse Gordon (both single)	John Smith & Susan Smith	SE/4 Sect.1/All	1. Marge Downing (LE) 2.legal (REM) Preston Gunkel & Jesse Gordon (All) 3.Possible (REM) John Smith & Susan Smith (after death of both TODD grantors) (All)	1.Missing Acknowledgment by Jesse Gordon-cured after 5 years (1995) 2.Wrong Form of Acknowledgment for Preston Gunkel-cured after 5 years (1995) 3.Subject to 1 year mortgage to Josh Greenhaw at Book 1005, Pg 80 (due 1991)-deemed released after 7 years from maturity (1998)

08	GWD	4-2-10	4-5-10	1010	1	John Smith & Susan Smith (H&W)	Kay Epperson	SE/4 Sect.1/All RTI	1.Marge Downing (LE) (All) 2. Legal (REM) Preston Gunkel & Jesse Gordon (All) 3. Possible (REM) Kay Epperson (after death of both TODD grantors) (All)	1.Subject to being divested by Preston Gunkel & Josh Greenhaw 2.Subject to Mortgage to Josh Greenhaw at Book 1005, Pg 80 (due 1991)-deemed released after 7 years from maturity (1998) 3.Subject to Life Estate Deed at Book 860, Pg 1
NA	CERT	SOV to 5-1-17	NA	NA	NA	NA	NA	SW/4 SE/4 Section 1	NA	NA

VII. CURATIVE TOOLS: TITLE EXAMINATION STANDARDS
(Those which are frequently used are highlighted)

2017

TITLE
EXAMINATION
STANDARDS
HANDBOOK

(INCLUDING REVISIONS ADOPTED AND EFFECTIVE NOVEMBER 4, 2016)

Published by the
REAL PROPERTY LAW SECTION
of the
OKLAHOMA BAR ASSOCIATION

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** Added or amended in 2016*

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2016 TITLE EXAMINATION STANDARDS COMMITTEE

LIFETIME ACHIEVEMENT RECOGNITION

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MEE MEE HOGE & EPPERSON

A PROFESSIONAL LIMITED LIABILITY PARTNERSHIP

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1900 N.W. Expressway, Suite 1400
Oklahoma City, Oklahoma 73118

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Kraettli Q. Epperson, PLLC
kqe@meehoge.com

June 24, 2017

Jones Mortgage Company
123 Fourth Street

Phillip and Cheryl Smith
456 Seventh Street

Oklahoma City, Oklahoma 73177
(Lender's Opinion)

Oklahoma City, OK 73102
(Purchaser's Opinion)

RE: SURFACE TITLE OPINION
SW4 SE4 Section 1, T1N-R1E, C.M.,
Cimarron County, Oklahoma
(Our file number #789.0001)

Joint Lender and Purchaser Title Opinion

Greetings,

Pursuant to your request, we have reviewed certified Abstract of Title No. 2017 by Epperson Abstract Company, covering the period from inception to May 1, 2017 at 5:00 p.m. The Abstract covers the Property described as:

SW4 SE4 Section 1, T1N-R1E, C.M., Cimarron County, Oklahoma

Based upon an examination of the cited Abstract and subject to the comments and requirements set forth, we find surface and surface only title to the Property to be vested as follows:

FEE SIMPLE

OWNER

Marge Downing

Preston Gunkel & Jesse Gordon,
Joint tenants (Both Single)

Kay Epperson

INTEREST

ALL-LIFE ESTATE FOR THE LIFE OF MARGE DOWNING (By Deed filed 4-6-86 at Book 860, Page 1)

ALL-LEGAL TITLE TO REMAINDER, SUBJECT TO A LIFE ESTATE (Acquired by deed filed 4-14-84 at Book 839, Page 1) (LIFE ESTATE deed to Marge Downing filed 4-8-86 at Book 860, Page 1) & SUBJECT TO BEING GRANTORS IN A TRANSFER ON DEATH DEED (TODD filed 4-14-90 at Book 888, Page 1, & assigned to Kay Epperson on 4-5-10 at Book 1010, Page 1)

ALL-EQUITABLE TITLE TO REMAINDER, SUBJECT TO A LIFE ESTATE (Acquired by deed filed 4-10-10 at Book 1010, Page 1) & SUBJECT TO BEING A GRANTEE IN A TRANSFER ON DEATH DEED (TODD filed 4-14-90 at Book 888, Page 1, & assigned to Kay Epperson on 4-5-10 at Book 1010, Page 1)

COMMENTS AND REQUIREMENTS

1. Comment: The proposed sellers, Preston Gunkel and Jesse Gordon (both single), do not currently hold the full legal and equitable title of record to the Property. See the ownership listed above.

Requirement 1: Secure and file of record a deed from Marge Downing, showing marital status and joinder of spouse, if any, to the sellers. Secure and file of record a repudiation of the transfer on death deed from the sellers to John Smith and Susan Smith, which grantors' interest was assigned to Kay Epperson, thereby returning the title to the sellers. At closing, secure and file of record a deed from the sellers, Preston Gunkel and Jesse Gordon, showing marital status and joinder of spouse, if any, to the purchasers, Phillip Smith and Cheryl Smith.

2. Comment: You, Jones Mortgage Company, as the proposed mortgagee, need a mortgage from the mortgagors, Preston Gunkel and Jesse Gordon, to you.

Requirement 2: After Requirement 1 has been satisfied, secure and file of record a mortgage from the purchasers to you as mortgagee, with disclosure of marital status and joinder of spouse, if any.

3. Comment: To ensure the proposed mortgage is a first lien, there needs to be a review of the title as to any judgments or liens against the proposed purchasers and mortgagors, Phillip Smith and Cheryl Smith.

Requirement 3: Secure from the abstractor a records check of judgments, and liens against the purchasers, and furnish this report to this examiner for possible further requirements.

4. Comment: There is an unreleased mortgage filed in 4-4-05 at Book 1005, Page 80 in favor of Josh Greenhaw. However, the stated maturity date for the note and mortgage is 1 year (or 2006), and, due to the passage of 7 years from the maturity date, the mortgage is deemed released.

Requirement 4: None

5. Comment: There is an easement filed 4-15-84 at Book 840, Page 1 in favor of John Mee. Such blanket easement provides for the use of the entire Section 1 for roadway purposes.

Requirement 5: Determine the current location and dimensions of any existing pipeline, and secure a partial record as to the balance of the Section. Confirm that the reduced pipeline easement does not affect your intended use of the Property.

6. Comment. Mechanics' and materialmen's liens which are not of record may exist against the Property.

Requirement 6: You should ascertain by your own observation and investigation whether there has been any labor performed or materials furnished on the Property, that could serve as the basis for liens upon the Property, in the event the bills for the material or service were not paid within the last 4 months. You should confer with the sellers and secure their affidavit as to the presence or absence of any such lien rights.

7. Comment: This Title Opinion specifically exempts any instruments filed pursuant to the Uniform Commercial Code.

Requirement 7: You should satisfy yourself that no financing statements or security agreements are on the file affecting this Property. You may obtain or require your sellers to obtain a certificate or UCC Form 4 from the County Clerk certifying whether any instruments are on file. If there are any such security interests, furnish such report to this examiner for possible further requirements.

8. Comment: Title may be impaired or lost by encroachments in the nature of adverse possessory interests from surrounding properties.

Requirement 8: You should satisfy yourself by observation or, preferably, by a survey conducted by a licensed and bonded surveyor as to lot line, building, and building line encroachment matters. If you discover any encroachments, provide such evidence to this examiner for possible further requirements.

9. Comment: The Property may be subject to restrictions, zoning ordinances and regulations of the municipal and county planning authorities.

Requirement 9: You should satisfy yourself that your contemplated use of the Property will conform to the restrictions, ordinances, regulations and zoning. You should also satisfy yourself as to whether any future development plans encompassing your Property and the adjacent lands have been filed with the planning authorities.

10. Comment: Persons occupying the Property other than the owner may have claims against the Property.

Requirement 10: You should inquire of any non-owner occupants what claims, if any, such non-owner-occupants may have to the Property.

11. Comment: Our examination is limited to the information contained in the cited Abstract.

Requirement 11: You should check the records of the clerk of any governmental or administrative body in which you suspect proceedings to be pending or completed. If you discover any such proceedings, provide such evidence to this examiner for possible further requirements.

12. Comment: Your location and legal rights of ingress and egress to the Property are not shown in the cited Abstract.

Requirement 12: Secure from the abstractor evidence that your Property has access to an open section line road or to a platted street. If you receive such documents, provide such evidence to this examiner for possible further requirements.

13. Comment: There are possible unpaid Ad Valorem Taxes for 2017.

Requirement 13: Ensure such taxes are paid by the seller at closing -- prorated to the date of closing.

14. Comment: This cited Abstract is certified through May 1, 2017 at 5:00 p.m.

Requirement 14: Before closing secure a current check of the land records for new instruments and judgments. Do not close if there are such instruments or judgments, but provide such documents to this examiner for possible further requirements.

ADVISORY COMMENTS

1. Judgment Liens

None.

2. Tax Liens

None.

3. Leases

None.

4. Several acknowledgments on the instruments in the cited Abstract are defective or are omitted, but due to the passage of 5 years such acknowledgment defects have been deemed cured by statute.

5. Several instruments in the cited Abstract either fail to show the grantor's marital status, or, if married, fail to include the joinder of a non-title-holding spouse, but, due to the passage of 10 years, such omissions have been deemed cured by statute.

6. This Title Opinion is based on all signatures found in the cited Abstract being genuine.

7. This Title Opinion is based on all individuals in the chain of title being competent.

8. This Title Opinion does not cover oil, gas or any other mineral interests.

9. This Title Opinion is limited to those materials contained in the cited Abstract.

10. The Abstract does not contain a federal court certificate for the period of time from inception to August 19, 1958, as required pursuant to Oklahoma Title Standard 30.14. Therefore, I can express no opinion whether there would be any matters which would be disclosed by such a federal court certificate and which would affect title to the Property in question.

CLOSING COMMENTS

This opinion is for the use and benefit of the addressee(s) only and is for the purpose of expressing an opinion on the status of title to the Property as reflected by the cited Abstract. The expressed opinion is subject to any exceptions, limitations, or reservations expressed in the Comments and Requirements. This opinion does not cover any matter not reflected in the cited Abstract. So far as known to this examiner, there is no dispute among attorneys of the local bar as to validity of this title.

Respectfully,

Kraettli Q. Epperson

IX. RESOURCES

A. GENERAL

1. 2017 Oklahoma Title Examination Standards Handbook (available through OBA or @ www.EppersonLaw.com)
2. Land Title Course: A Treatise on Land Titles, Revision of 1994, by American Guaranty Title (now Old Republic)
3. Selected Materials on: Oklahoma Title Practice, Volume I & II, by Lewis G. Mosburg, Jr. (second printing November 1978)

B. ASSOCIATIONS

1. Oklahoma City Real Property Lawyers Association (meets for breakfast on 2nd Fridays)
2. Tulsa Title and Probate Lawyers Society (meets for lunch on second Thursday)
3. Title Examination Standards Committee of the Real Property Law Section of the OBA (meets in the morning on third Saturdays)

C. APPENDICES (attached hereto)

1. List Of Latest 10 Articles by Kraettli Q. Epperson (articles are available at www.EppersonLaw.com)
2. List of Title Examination Related Articles by Kraettli Q. Epperson (articles are available at www.EppersonLaw.com)
3. TES Committee Agenda with Schedule of Meetings (latest agenda)
4. T.E.S. Committee Members List (for prior year)
5. National Title Examination Standards Resource Center Report
6. List of Oklahoma Constructive Notice Statutes

APPENDIX 1

List Of The Latest 10 Articles,
Authored By Kraettli Q. Epperson
(Omitting Duplicates)
(last revised January 26, 2017)

296. "Update on Oklahoma Real Property Title Authority: Statutes, Regulations, Cases, Attorney General Opinions, & Title Examination Standards Revisions for 2015-2016", Oklahoma Bar Association: Legal Updates 2016, Tulsa, Oklahoma (December 2, 2016) and Oklahoma City, Oklahoma (December 9, 2016)
294. "The Oklahoma Marketable Record Title Act ('aka' The 'Recording Act'): An Argument That This 30-Year Curative Act Can Extinguish Co-Tenancies," 87 OBJ 27 (October 15, 2016)
292. "Update on Oklahoma Real Property Title Authority: Statutes, Regulations, Cases, Attorney General Opinions, & Title Examination Standards Revisions for 2014-2015", Oklahoma Bar Association: Cleverdon Round Table Seminar, Oklahoma City, Oklahoma (May 19, 2016) and Tulsa, Oklahoma (May 20, 2016)
286. "Update on Oklahoma Real Property Title Authority: Statutes, Regulations, Cases, Attorney General Opinions & Title Examination Standards: Revisions for 2013-2014," Boiling Springs Annual CLE, Boiling Springs Park, Oklahoma (September 15, 2015)
283. "Oklahoma Real Property Title Curative Acts as Reflected in Selected Title Examinations Standards", Handling Real Estate Transactions from Start to Finish (for National Business Institute CLE) (February 2, 2015)
276. "Marketable Record Title: A Deed Which Conveys Only the Grantor's 'Right, Title and Interest' Can be A 'Root of Title'", 85 OBJ 1104 (May 17, 2014)
275. "Title Examination Standards in America and in Oklahoma", Oklahoma City University, School of Business "Energy Law Masters Program" (Property Law), Oklahoma City, Oklahoma (May 14, 2014)
274. "'Defensible Title' When Examining Oil and Gas Interests: An Overview of the Law in Oklahoma, and Oklahoma Severed Minerals Affidavit of Heirship", Garfield County Bar Association, Enid, Oklahoma (May 13, 2014)
266. "Update on Oklahoma Real Property Title Authority: Statutes, Regulations, Cases, Attorney General Opinions & Title Examination Standards: Revisions for 2012-2013", Boiling Springs Legal Institute – Boiling Springs State Park, Woodward County, Oklahoma (September 17, 2013)

265. “Oil and Gas Title Examination Basic Terms”, Oil & Gas Title Examination – Oklahoma Bar Association Tulsa, Oklahoma (September 12, 2013) and Oklahoma City, Oklahoma (September 13, 2013)

APPENDIX 2

List of Title Examination Related Articles by Kraettli Q. Epperson

ABSTRACTING

160. "Contract Provisions, Abstracting, & Title Examination in Oklahoma", Title Examination in Oklahoma, Lorman Education Services, Oklahoma City, Oklahoma (December 3, 2003)
104. "An Attack by the State Auditor on the '30-Year Abstract'", 68 Oklahoma Bar Journal 517 (February 22, 1997)
50. "The Abstracter and The Title Examiner", Presented at: Oklahoma Land Title Association Abstractor's School, Oklahoma State University, Stillwater, Oklahoma (March 1-2, 1991)
6. "Abstract Certificate Officially Changed," 54 Oklahoma Bar Journal 1713 (June 1983)

FUTURE OF REAL PROPERTY

181. "A Status Report: On-Line Images and E-Filing of Land Documents in Oklahoma", South Oklahoma City Lawyers Association, Oklahoma City, Oklahoma (December 15, 2005)
159. "A Look at Selected Future Changes Likely to Affect the Oklahoma Real Estate Attorney", Emerging Topics in Real Estate Law, OBA Real Property Law Section, Oklahoma City, Oklahoma (November 6, 2003) and Tulsa, Oklahoma (November 7, 2003)
132. "The Changing Face of Real Property With an Emphasis on Title Examination, and Title Assurance", Southern Nazarene University, Bethany, Oklahoma (February 17, 2000)
129. "Technology In Today's Real Estate Practice", Commercial Real Estate Seminar, OBA Real Property Law Section, Oklahoma City, Oklahoma (December 16, 1999)

HOMESTEAD ISSUES

226. "Marital Homestead Rights Protection: Impact of *Hill v. Discover Card?*", 80 The Oklahoma Bar Journal 2408 (November 21, 2009)
162. "Real Estate Homesteads in Oklahoma: Conveying and Encumbering Such Interest", 75 The Oklahoma Bar Journal 1357 (May 15, 2004)

HOMEOWNERS ASSOCIATIONS & CONDOMINIUMS

186. "Amending the Governing Documents for Condominiums and Homeowners'

Associations", Establishing and Operating Homeowner's Associations: Understanding the Legal Issues in Oklahoma, Lorman Education Systems, Oklahoma City, Oklahoma (September 27, 2006)

17. "Pets, Parking and Pools: Association Rules and Regulations," Representing Homeowners Associations: Condominiums, Townhomes and Other PUDs, Oklahoma City University Law School, Oklahoma City, Oklahoma (September 9, 1986)

LEASES

95. "Residential Leases—The Landlord's Perspective", Oklahoma Bar Association, Tulsa, Oklahoma (February 23, 1996) and Oklahoma City, Oklahoma (March 1, 1996)
8. "Landlord's Lien," Landlord-Tenant Remedies (also Program Chairman), Oklahoma Bar Association, Tulsa, Oklahoma (March 16, 1984), Oklahoma City, Oklahoma (March 25, 1984)

LIENS: FIXTURES, JUDGMENTS, MATERIALMEN, MORTGAGES

228. "Do Statutory Monetary Penalties, Arising due to a Lender's Failure to File a Mortgage Release, Apply to Constructive Mortgages and Fixtures Filings?", The Oklahoma County Bar Association Briefcase, Part I: V. 42, No. 1 OCBA Briefcase 5 (January 2010), and Part II: V. 42, No. 2 OCBA Briefcase 5 (February 2010)
219. "Real Property Question Corner: Who Suffers If The County Clerk Mis-Indexes A Conveyance Or A Money Judgment?", The Oklahoma County Bar Association Briefcase, Part I: V. 41, No. 8 OCBA Briefcase 7 (August 2009), and Part II: V. 41, No. 9 OCBA Briefcase 7 (September 2009)
217. "The Elusive Foreclosure Judgment Lien", The Oklahoma City Real Property Lawyers Association, Oklahoma City, Oklahoma (June 12, 2009)
106. "Have Judgment Lien Creditors Become 'Bona Fide Purchasers'?", 68 Oklahoma Bar Journal 1071 (March 29, 1997)
100. "Mortgage Lenders Must Now Secure Two Judgments to Enforce Their Real Estate Mortgage", 87 Oklahoma Banker 11 (January 3, 1997)
89. "Federal Money Judgment Liens Under the Federal Debt Collection Procedure Act: A 40-year Super-Lien", Presented to: Union Bank & Trust Company, Oklahoma City, Oklahoma (September 15, 1995)
67. "A Brief Analysis of USA v. Ward, 985 F.2d 500 (10th Cir. 1993): The Federal Loan Programs' Inextinguishable Mortgage Lien", Presented to the Oklahoma City Commercial and Banking Lawyers Group, Oklahoma City, Oklahoma (January 20, 1994)

58. "Local Real Property Recordings Required For Federal Money Judgments," 63 Oklahoma Bar Journal 2697 (September 30, 1992)
52. "One Step Beyond: Judicial Creation of a Judgment Lien in Divorce Decrees," 62 Oklahoma Bar Journal 2631 (September 14, 1991)
32. "Judgment Lien Creation Now Requires a Judgment Affidavit," 59 Oklahoma Bar Journal 3643 (December 1988)
13. "Mechanics' and Materialmen's Lien: An Overview With A Discussion Of Selected Problems," Real Estate Titles And Conveyancing, Oklahoma City University Law School, Oklahoma City, Oklahoma (January 18, 1985); and Oklahoma City Title Attorney's Association, Oklahoma City, Oklahoma (February 8, 1985)

OIL & GAS ISSUES

291. "Interpreting Oil and Gas Conveyances: Some Examples", Oklahoma Bar Association, Tulsa, Oklahoma (May 13, 2016) and Oklahoma City, Oklahoma (September 30, 2016)
274. "'Defensible Title' When Examining Oil and Gas Interests: An Overview of the Law in Oklahoma," and "Oklahoma Severed Minerals Affidavit of Heirship", Garfield County Bar Association, Enid, Oklahoma (May 13, 2014)
239. "Oklahoma's Marketable Record Title Act: An Argument for its Application to Chains of Title to Severed Minerals after *Rocket Oil and Gas Co. v. Donabar*", 82 The Oklahoma Bar Journal 622 (March 12, 2011)
232. "Oil and Gas Title Examination Basic Terms", Energy Law Basics, The National Business Institute, Oklahoma City, Oklahoma (November 18, 2010)
41. "Title Examination Standards Relevant to Oil and Gas Leases," (with Don Laudick David Morgan) Tulsa County Bar Association Mineral Law Section, Tulsa, Oklahoma (December 13, 1989)

REAL PROPERTY PROCEEDINGS

255. "Oklahoma Real Property Partition: Procedure and Forms", The Oklahoma Bar Association Real Property Law Section, Oklahoma City, Oklahoma (October 25, 2012), and Tulsa, Oklahoma (October 26, 2012)

TITLE EXAMINATION: SELECTED ISSUES

294. "The Oklahoma Marketable Record Title Act ('aka' The 'Recording Act'): An Argument That This 30-Year Curative Act Can Extinguish Co-Tenancies," 87 OBJ 27 (October 15, 2016)

283. "Oklahoma Real Property Title Curative Acts as Reflected in Selected Title Examinations Standards", Handling Real Estate Transactions from Start to Finish (for National Business Institute CLE) (February 2, 2015)
276. "Marketable Record Title: A Deed Which Conveys Only the Grantor's 'Right, Title and Interest' Can be A 'Root Of Title'", 85 OBJ 1104 (May 17, 2014)
275. "Title Examination Standards in America and in Oklahoma", Oklahoma City University, School of Business "Energy Law Masters Program" (Property Law), Oklahoma City, Oklahoma (May 14, 2014)
264. "Nontestamentary Transfer of Property Act: An Update on Oklahoma's Use of the Transfer-on-Death Deed (Effective 2011)", Capital Division Order Analyst Association, Oklahoma City, Oklahoma (June 18, 2013)
256. "The Need for a Federal District Court Certificate in All Title Examinations: A Reconsideration", 83 OBJ 2367 (November 3, 2012)
248. "The Real Estate Mortgage Follows the Promissory Note Automatically Without an Assignment: The Lesson of BAC Home Loans", 82 OBJ 2938 (December 10, 2011)
238. "Legal Descriptions and Surveys: An Overview in Oklahoma", Oklahoma City University School of Law "Real Estate Development Course", Oklahoma City, Oklahoma (March 8, 2011)
227. "The Elusive Legal Malpractice Statute of Limitations for Attorney Title Opinions", The Oklahoma County Bar Association Briefcase, Part I: V. 41, No. 10 OCBA Briefcase 7 (October 2009), and Part II: V. 41, No. 12 OCBA Briefcase 7 (December 2009)

TITLE INSURANCE: SELECTED ISSUES

183. "Favorite Title Examination Standards Relating to Title Insurance", Advanced Title Insurance Seminar, Oklahoma Land Title Association, Oklahoma City, Oklahoma (February 8, 2006)

TRUST ISSUES

116. "Can Bankers Trust Trusts? Or A Brisk Walk Thru 'Never-Never' Revocable Trust Land", Presentation to: Oklahoma Bankers Association, Oklahoma City, Oklahoma (April 23, 1998)

APPENDIX 3

LATEST TES COMMITTEE AGENDA

TITLE EXAMINATION STANDARDS COMMITTEE
of the
Real Property Law Section of the O.B.A.

*“FOR THE PURPOSES OF EDUCATING
AND GUIDING TITLE EXAMINATION ATTORNEYS”*

2017 MAY AGENDA
(As of May 15, 2017)

[NOTE: SEE MEETING DATES & LOCATIONS AT THE END OF THIS AGENDA]

*[NOTE: IF YOU NEED A FREE PDF COPY OF THE CURRENT 2017 TES
HANDBOOK, GO TO WWW.EPPERSONLAW.COM]*

MAY 20/TULSA

Speakers (Sub-Comm.)	Standard#	Status	Description
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BUSINESS/GENERAL DISCUSSION OF CURRENT EVENTS

9:30 a.m. – 10:00 a.m.

Hot Topics: General Questions from Attorneys and Other Title Industry Members (Epperson)

Approval of Previous Month’s TES Committee Minutes (Carson)

PRESENTATIONS

=====PENDING=====

10:00 a.m. – 10:45 a.m.

<u>McLean</u>	NA	May Report	<i>LEGISLATIVE UPDATE</i> <i>Brief presentation concerning proposed or pending legislation affecting real property titles.</i>
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<u>Epperson</u> Weintraub	3.2	May Report	AFFIDAVITS AND RECITALS <i>Leisa Weintraub (general counsel to Tulsa County Assessor) needs assistance in determining what her duty is in regard to changing the county land tax records to reflect changes in land ownership when a new affidavit of heirship or ownership is filed in the land records. There are existing statutes (16 O.S. Sections 82 and 83 which refer to “ownership” and “heirship”. The question has arisen: Why cannot those two statutes be used to reflect ownership of a deceased’s land?</i>
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10:45-11:00a.m. BREAK*****

PRESENTATIONS (CONT'D)

11:00 a.m. – 12:00

<u>Brown</u> Seda	25.5	May Report	OKLAHOMA TAX LIEN <i>The question has arisen as to whether there currently exist any statutory (or regulatory) authority to cause an Oklahoma Estate Tax Lien to lapse after 10 years. The prior statute which created such extinguishment has been repealed. There is pending legislation to restore the extinguishment of such liens. (Brown)</i>
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<u>Astle</u> McLean Wittrock Dryer Wimbish Seda	?	May Report	MISSING ASSIGNMENT OF MORTGAGE <i>The question has been raised as to whether a mortgage could be released by the current holder of the promissory note secured by such mortgage if evidence of the promissory note with all necessary endorsements thereon, together with adequate identification of such mortgage appear of record. The application of this criteria would be limited to circumstances in which an assignment of such mortgage is missing and unobtainable.</i>
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Epperson & Seda	NEW	Unsch	<p>JUDGMENTS/DECREES & CONSTRUCTIVE NOTICE</p> <p><i>Under the MRTA, the SLTA, and under the terms of the Uniform Abstractors Certificate, do documents that are <u>not</u> filed with the County Clerk (e.g., divorce and probate proceedings) constitute constructive notice and become part of the official chain of title. Also, if a judgment or decree – affecting title to real property -- is required by statute to be placed in the county clerk’s land records in order to constitute constructive notice, but has not been filed there, does the inclusion of such document in an abstract give to the examiner and the client actual notice of the same liens and ownership changes? If so, as of what date? Can you rely upon a decree as part of a chain of title, if it was never recorded in the land records?</i></p>
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<u>Brown</u>	30.10	May Report	<p>QUIT CLAIM DEED OR TESTAMENTARY RESIDUARY CLAUSE IN THIRTY-YEAR CHAIN</p> <p><i>Under the MRTA “A recorded quit claim deed or residuary clause in a probated will can be a root of title or a link in a chain of title...”. Can a residuary clause in an intestate decree also serve the same purpose?</i></p>
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***** END OF PRESENTATIONS *****

JUNE 17 STROUD

<u>Schaller McLean Fisher</u>	7.1 & 7.2	June Draft	<p>MARITAL INTERESTS AND MARKETABLE TITLE</p> <p><i>Due to the recent judicial recognition of same sex marriages we need to add cites to the new cases, and we need to “clean up” our references in our standards to husband or wife, if a more neutral term is appropriate. Where we are quoting a case, it must remain unchanged.</i></p>
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<u>(Moore & Holmes?)</u>	?	June Report	<p>ANCIENT PROBATES</p> <p><i>The question has arisen about the impact on title examination due to a recent COCA case overturning an ancient probate due to failure to mail Final Account to parties (despite no statutory requirement to do so, relying on constitutional due process grounds). This COCA was reversed on Cert (9-0). <i>Bebout v. Ewell</i>, case no. 114,364</i></p>
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<u>Kempf & Seda</u> Keen Wimbish	7.1 & 7.2	June Report	MARITAL INTERESTS AND MARKETABLE TITLE <i>Interest has been expressed about revisiting the question as to how to cure the absence of a recital of marital status and joinder of spouse on potentially homestead property. Can the recital of non-homestead status on the deed be sufficient, or on a later affidavit from the non-joining spouse be sufficient, to avoid needing a correction deed or waiting 10 years.</i>
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UNSCHEDULED

<u>Epperson</u>	?	Unsch	NOTICE OF SPACING AND POOLING ORDERS <i>The case of In re Cornerstone E&P Company v. Union Bank of California, 436 B.R. 830, US Bkcty Ct. N.D. Texas, 2010 (affecting Oklahoma titles) holds that in the absence of the OCC pooling order being filed in the local county land records, there is no notice of such change in interest, to third party vendors. This holding may impact the Title Standards dealing with the filing of court orders covered by the SLTA and MRTA.</i>
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<u>(Brown?)</u>	8.1 25.5 15.4D	Unsch	TERMINATION OF JOINT TENANCY ESTATES AND LIFE ESTATES <i>Because there is no longer any statutory authority to cause an Oklahoma Estate Tax Lien to lapse after 10 years, these Standards need to be reviewed and probably revised.</i>
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<u>(Epperson?)</u>	30.9 & 30.10	Unsch	MRTA & CO-TENANCY TERMINATION <i>One of the comments to this standard refers to the possibility of there being two roots of title creating two marketable record titles, with each being subject to the other. The sample fact pattern is (1) decree of Blackacre to wife and two sons with decree filed 35 years ago, and (2) wife deeds Blackacre (without specifying a quantum of interest) to one of two sons, with deed filed 31 years ago. Since wife's deed is more than 30 years old, does the MRTA establish title in the grantee son, and extinguish the omitted son's claim?</i> <u>[KRAETTLI EPPERSON HAS AN ARTICLE ON THIS TOPIC WHICH WAS PUBLISHED IN THE OBJ IN OCT. 2016--THE COMMITTEE IS AWAITING FEEDBACK FROM THE MEMBERS</u>
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			<u>OF THE BAR ON THIS ARTICLE BEFORE RECOMMENCING DISCUSSION OF THIS TOPIC.]</u>
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<u>(Epperson?)</u>	30.14	Unsch	<i>FEDERAL BANKRUPTCY COURT PROCEEDINGS</i> <i>In 2012 the Committee repealed 30.14 covering both Federal District Court and Bankruptcy Proceedings, and replaced it with a revised Standard covering only Federal District Court matters, but not Bankruptcy matters. We need to adopt a new Standard covering bankruptcy matters. Also need to consider whether to add a Caveat that all titles are subject to any bankruptcy filings anywhere in the country without local notice being filed.</i>
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<u>(Epperson?)</u>	30.9 & 30.10	Unsch	<i>MRTA/Deed as Root: All Right, Title and Interest</i> <i>What quantity of title is included in either a warranty or quit claim deed, using this language: “All grantor’s right, title and interest” or “All my right, title and interest”? What impact, if any, does such language have on that instrument acting as a “root of title” under the MRTA? See Reed v. Whitney, 1945 OK 354 (warranty limited to interest actually owned) . If such a deed cannot be a root for the interest conveyed, how far back does the examiner need to go to ascertain what interest the grantor owns and thereby conveys? Should this Standard on the MRTA have a comment added, explaining this issue?</i>
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<u>Epperson Shields Seda</u>	30.1 et seq	Unsch	<i>MRTA/Severed Minerals</i> <i>Due to the holding in the Rocket case, can it be concluded that the MRTA does affect severed mineral chains of title? (see Epperson’s published article on the issue at www.eppersonlaw.com)</i>
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<u>(McEachin?)</u>	24.12 & 24.13	Unsch	<i>MERS</i> <i>This issue has become a national topic and ongoing out of state cases will be monitored and reported on as necessary.</i>
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(Wittrock?)	???	Unsch	<i>ACCESS TO DEATH CERTIFICATES</i> <i>The question has been raised as to how to overcome the current interpretation of 63§1-323 which is preventing attorneys and other third parties from getting copies of Death Certificates to file with Affidavits to Terminate Joint Tenancy, and Severed Mineral Affidavits of Heirship, and similar filings. Legislation may be necessary. Social Security Account Numbers for deceased persons are already freely available on-line, so that is not a valid reason to withhold death certificates from public access and use.</i>
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=====APPROVED=====

=====REJECTED=====

<u>Fischer</u> Keen Kempf Dryer	?	Feb Reject	<i>DEFAULT JUDGMENT INVALID WITHOUT NOTICE</i> <i>The new case of Schweigert v. Schweigert, 2015 OK 20, holds that a default judgment cannot be taken without notice to the defaulting party, even if the statutes allow a default judgment to be taken where the service was adequate and no entry or answer was filed. This holding may impact the Title Standards dealing with the SLTA and MRTA.</i>
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=====TABLED TO 2017=====

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COMMITTEE OFFICERS:

Chair: Kraettli Q. Epperson, OKC (405) 848-9100 fax: (405) 848-9101
kqe@mehoge.com

Comm. Sec'y: Barbara Carson, Tulsa (919) 605-8862
barbaracarson@yahoo.com

(C:\MYDOCUMENTS\BAR&PAPERS\OBA\TES\2017\Agenda2017 05 (May)

APPENDIX 4

Oklahoma TES Committee Members (For Prior Year)*

Last Name	First Name
Anthony	Anita
Astle	Dale
Brown	Byron (Rusty)
Carson	Barbara
Coulson	Marilyn Olivo
Defilippo	Diane
Dodd	Morgan
Epperson	Kraettli Q.
Evans	Larry
Fischer	Jennifer
Gossett	Bill
Hand	Jeff
Keen	Ralph
Kempf	Fred
Mclean	Rhonda
Mcmillin	Michael
Orlowski	Faith
Reed	Deborah
Schaller	Ryan
Schomp	Bonnie
Seda	Roberto
Seigrist	Kent
Shanbour	B. Michael
Shields	Chris
Sullivan	Scott
Tack	James
Ward	Charis L.
Wimbish	Jack
Wittrock	Monica

*** These members attended at least 3 out of 9 meetings in 2016**

APPENDIX 5

The National Title Examination Standards Resource Center

(Effective July 15, 2016)

STATUS REPORT

	<u>State</u>	<u>Last Revised</u>		<u>Standards</u>		<u>#Pgs.</u>	<u>Availability</u>					
		<u>Pre-2011</u>	<u>2011+</u>	<u>#Ch.</u>	<u>#Stands.</u>		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	
1.	Arkansas	-	01-01-13	22	110	65					4	
2.	Colorado	-	07-01-14	15	135	72				3		
3.	Connecticut	01-12-09	-	30	151	471				3		
4.	Florida	-	06-00-12	21	143	187						5
5.	Georgia	-	05-00-14	-	39	194						5
6.	Idaho	c. 1946	-	-	-	-		1				
7.	Illinois	01-00-77	-	14	26	35		2				
8.	Iowa	-	06-00-16	16	118	114					4	
9.	Kansas	00-00-05	-	23	71	122				3		
10.	Louisiana	00-00-01	-	25	233	99				3		
11.	Maine	-	05-17-12	43	80	90					4	
12.	Massachusetts	-	05-07-12	N/A	74	103					4	
13.	Michigan	-	12-00-14	29	430	484				3		
14.	Minnesota	-	09-27-14	N/A	98	86				3		
15.	Mississippi	10-00-40	-	-	-	-		2				
16.	Missouri	05-15-80	-	N/A	26	17		2				
17.	Montana	c. 1955	-	N/A	76	78		2				
18.	Nebraska	-	10-03-13	16	96	99				3		
19.	New Hampshire	-	12-31-13	13	182	38						5
20.	New Mexico	00-00-50	-	06	23	05		2				
21.	New York	01-30-76	-	N/A	68	16		2				
22.	North Dakota	-	00-00-12	18	191	231				3		
23.	Ohio	05-13-09	-	N/A	53	45				3		
24.	Oklahoma	-	11-06-15	35	132	159						5
25.	Rhode Island	-	01-00-16	14	79	79				3		
26.	South Dakota	06-21-03	-	N/A	66	58						5
27.	Texas	-	10-00-14	16	90	80						5
28.	Utah	06-18-64	-	N/A	59	13		2				
29.	Vermont	-	09-00-14	28	43	61						5
30.	Washington	09-25-42	-	N/A	29	09		2				
31.	Wisconsin	02-00-46	-	N/A	15	08		2				
32.	Wyoming	07-01-80	-	22	81	99		2				
Total			16	16				1	10	10	4	7

1=No copy available

2=Paper copy only (not regularly updated)

Key: 3=Paper copy only (regularly updated)

4=Electronic copy available

5=Link to standards available

Prepared by Kraetli Q. Epperson, Attorney-at-Law, OKC, OK
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APPENDIX 6

OKLAHOMA CONSTRUCTIVE NOTICE STATUTES [Compiled by Kraettli Q. Epperson]

TAB	STATUTE	TITLE	CHAPTER	SECTION
A	CONSTRUCTIVE NOTICE			
1	25 O.S. § 10	Definitions & General Provisions	Meanings of Words & Construction of Statutes	Types of Notice
2	25 O.S. § 11	Definitions & General Provisions	Meanings of Words & Construction of Statutes	Actual Notice Consists In
3	25 O.S. § 12	Definitions & General Provisions	Meanings of Words & Construction of Statutes	Constructive Notice Defined
4	25 O.S. § 13	Definitions & General Provisions	Meanings of Words & Construction of Statutes	Deemed Constructive Notice
B	RECORDING ACT			
1	16 O.S. § 15	Conveyances	General Provisions	Necessity of Acknowledgment & Recording as to Validity - Acknowledge & Record as Condition for Judgment Lien to be Binding Against Third Persons
2	16 O.S. § 16	Conveyances	General Provisions	Constructive Notice
C	RECORDING REQUIREMENTS			
1	12 O.S. § 181	Civil Procedure	Commencement of Actions	Record of Judgment in Realty Case
2	12 O.S. § 706	Civil Procedure	Judgment	Judgments as Liens - Filing - Execution
3	16 O.S. § 31	Conveyances	General Provisions	Filing & Recording of Judgment
4	16 O.S. § 43	Conveyances	General Provisions	Recording of Instruments & Judgments Affecting Real Estate Situated in More than One County
5	16 O.S. § 62	Conveyances	General Provisions	Purchasers for Value of Real Estate - Reliance upon Status of Title as Reflected by County Records & by Decrees & Judgments of Courts
6	16 O.S. § 66	Conveyances	General Provisions	Simplification of Real Estate Transactions
7	16 O.S. § 82	Conveyances	General Provisions	Affidavit Recorded - Rebuttable Presumption
8	16 O.S. § 83	Conveyances	General Provisions	Affidavit May Relate to Following Matters
9	16 O.S. § 84	Conveyances	General Provisions	Affidavit - Description of Land - Recording - Indexing
10	17 O.S. § 168	Corporation Commission	Miscellaneous Provisions	Effect of Certificate when Filed
11	19 O.S. § 263	Counties & County Officers	County Clerk & Court Clerk	Copies - Constructive Notice of Contents
12	19 O.S. § 287	Counties & County Officers	Records & Deeds	Indexes of Deeds
13	19 O.S. § 291	Counties & County Officers	Records & Deeds	Numerical Index
14	19 O.S. § 298(A)	Counties & County Officers	Records & Deeds	Instruments to Contain Information Necessary for Indexing – Duty of Register of Deeds

15	19 O.S. § 298.1	Counties & County Officers	Records & Deeds	UETA-Compliant Doc. Acceptable for Filing
16	43 O.S. § 134	Marriage	Divorce & Alimony	Alimony Payments - Designation of Support & Property Payments...
17	46 O.S. § 7	Mortgages	Mortgages of Realty	Record of Mortgage is Notice
18	46 O.S. § 8	Mortgages	Mortgages of Realty	Grant Recorded as Mortgage
19	46 O.S. § 11	Mortgages	Mortgages of Realty	Recording of Defeasance Required
20	46 O.S. § 17	Mortgages	Mortgages of Realty	Mortgages, Deeds of Trust, etc. Made by Certain Corporations Covering Real or Personal Property - Recording in Office of Secretary of State - Rerecording
21	58 O.S. § 428	Probate Procedure	Sales & Conveyances	Confirmation of Sale - Resale
22	58 O.S. § 703	Probate Procedure	Miscellaneous Provisions as to Probate Courts	Recorded Decree as Notice
D MARKETABLE RECORD TITLE ACT				
1	16 O.S. § 71	Conveyances	General Provisions	Marketable Record Title Defined
2	16 O.S. § 78	Conveyances	General Provisions	Definitions
E OKLAHOMA ABTRACTOR'S ACT				
1	1 O.S. § 21	Abstracting	Oklahoma Abstractors Act	Definitions
2	1 O.S. § 25	Abstracting	Oklahoma Abstractors Act	OK Abstractors Bd. - Add. Powers & Duties
3	1 O.S. § 28	Abstracting	Oklahoma Abstractors Act	Independent Set of Abstract Books Required to Engage in Abstracting