

**APPENDIX B. RESIDENTIAL PROPERTY CONDITION DISCLAIMER STATEMENT
FORM**

Seller instructions: Oklahoma Law (the “Residential Property Condition Disclosure Act,” 60, O.S. Section 831 et. seq., effective July 1, 1995) **requires a seller** of 1 and 2 residential dwelling units **to deliver, or cause to be delivered, a disclaimer statement to a purchaser as soon as practicable, but in any event before acceptance of an offer to purchase if you, the seller: 1) have never occupied the property and make no disclosures concerning the condition of the property; and 2) have no actual knowledge of any defect concerning the property.**

If, however, you occupied the property or know of a defect in regard to the property, you must complete and deliver, or cause to be delivered, a “Residential Property Condition Disclosure Statement” to the purchaser.

Also, if you become aware of a defect after delivery of this disclaimer statement to a purchaser, but before you accept an offer to purchase, you must complete and deliver, or cause to be delivered, a “Residential Property Condition Disclosure Statement” to a purchaser.

Completion of this form by you may not be more than 180 days prior to the date this form is received by a purchaser.

Note: If this disclaimer statement is **delivered to a purchaser after an offer to purchase has been made by the purchaser**, the offer to purchase **shall be accepted by you only after** a purchaser has acknowledged receipt of this statement and confirmed the offer to purchase.

Defect means a condition, malfunction, or problem that would have a materially adverse effect on the monetary value of the property, or that would impair the health or safety of future occupants of the property.

(For more information on the requirements of the law, please refer to the Residential Property Condition Disclosure Information Pamphlet.)

Seller’s Disclaimer Statement

The undersigned seller states that seller has never occupied the property located at _____, Oklahoma; makes no disclosures concerning the condition of the property; AND has no actual knowledge of any defect.

Dawn Sufstall
Seller’s Signature

2/21/19
Date

Seller’s Signature

Date

Purchaser’s Acknowledgment

The purchaser shall sign and date this acknowledgment. The purchaser is urged to carefully inspect the subject property and, if desired, to have the property inspected by an expert. The purchaser acknowledges that purchaser has read and received a signed copy of this statement. This completed acknowledgement should accompany an offer to purchase you make on the property identified above.

Purchaser’s Signature

Date

Purchaser’s Signature

Date

Note to seller and purchaser: A real estate licensee has no duty to the seller or purchaser to conduct an independent inspection of the property and has no duty to independently verify the accuracy or completeness of any statement made by the seller in this disclaimer statement.

The disclosure and disclaimer statement forms and the Residential Property Condition Disclosure Information Pamphlet are made available by the Oklahoma Real Estate Commission, 2401 NW 23rd St, Suite 18, Oklahoma City, Oklahoma 73107-2431, or visit OREC’s Web site www.orec.state.ok.us

SQUARE FOOTAGE DISCLOSURE

This disclosure is made to Buyer and Seller improved residential real estate. Check applicable boxes below.

Property Address: 26621 E PHILLIPS AVE GARBER, OK 73738

1. Licensee Measurement

Listing Licensee Has Has Not measured the square footage of the residence according to the following standard, methodology or manner:

<u>Standard/Methodology/Manner</u>	<u>Date Measured</u>	<u>Square Footage</u>
<input type="checkbox"/> Exterior measurement	_____	_____
<input type="checkbox"/> FHA	_____	_____
<input type="checkbox"/> ANSI	_____	_____
<input type="checkbox"/> Local standard _____	_____	_____
<input type="checkbox"/> Other _____	_____	_____

2. Other Source of Measurement:

Listing Licensee Is Is Not providing information on square footage of the residence from another source(s) as indicated below:

<u>Source of Square Footage Information</u>	<u>Date</u>	<u>Square Footage</u>
<input type="checkbox"/> Prior appraisal (Date of document)	_____	_____
<input type="checkbox"/> Building plans (Date of document)	_____	_____
<input checked="" type="checkbox"/> Assessor's office (Date obtained)	<u>2/24/19</u>	<u>1960</u>
<input type="checkbox"/> Other _____	_____	_____

Measurement is for the purpose of marketing, may not be exact and is not for loan, valuation or other purpose. **If exact square footage is a concern, the property should be independently measured.**

Buyer and Seller are advised to verify this information. Any independent measurement or investigation should be completed on or before the Inspection Objection Deadline of the contract.

By [Signature] 2/24/19
Listing Licensee Date

The undersigned acknowledge receipt of this disclosure.

Seller [Signature] 2/24/19 Seller _____ Date _____
Seller Date Seller Date

Buyer _____ Date _____ Buyer _____ Date _____
Buyer Date Buyer Date

**RESIDENTIAL PROPERTY CONDITION DISCLOSURE EXEMPTION FORM
IDENTIFICATION OF EXEMPT TRANSFER**

Check the box applicable to the property which is located at (street address):

26621 E PHILLIPS AVE.
GARBER, OK 73738

- 1. Transfer pursuant to Court Order, including but not limited to, a transfer pursuant to a writ of execution, a transfer by eminent domain, and a transfer pursuant to an Order for partition;
- 2. Transfer to a mortgagee by a mortgagor or successor in interest who is in default, transfer by any foreclosure sale after default in an obligation secured by a mortgage, transfer by a mortgagee's sale under a power of sale after default in an obligation secured by any instrument containing a power of sale, or transfer by a mortgagee who has acquired the real property at a sale conducted pursuant to a power of sale or a sale pursuant to a decree of foreclosure or has acquired the real property by deed in lieu of foreclosure;
- 3. Transfer by a fiduciary who is not an owner occupant of the subject property in the course of the administration of a decedent's estate, guardianship, conservatorship or trust;
- 4. Transfer from one co-owner to one or more other co-owners;
- 5. Transfer made to a spouse, or to the person or persons in the lineal line of consanguinity of one or more of the owners;
- 6. Transfer between spouses resulting from a decree of dissolution of marriage or a decree of legal separation or from a property settlement agreement incidental to such a decree;
- 7. Transfer made pursuant to mergers and from a subsidiary to a parent or the reverse;
- 8. Transfer or exchanges to or from any governmental entity; or
- 9. Transfer of a newly constructed, previously unoccupied dwelling.

The Seller acknowledges that the exemption marked above is a true and accurate statement regarding the transfer of the Property.

Seller's Signature Gary Eufala Date: 2/24/19

Seller's Signature _____ Date: _____

BUYER'S ACKNOWLEDGMENT

Note: The Buyer is urged to carefully inspect the Property and to have the Property inspected by an expert. The Buyer acknowledges the Buyer has read and received a signed copy of this Exemption Form.

Buyer's Signature _____ Date: _____

Buyer's Signature _____ Date: _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>Gary Enfield</u>	<u>2/24/19</u>	_____	_____
Seller	Date	Seller	Date
_____	_____	_____	_____
Purchaser	Date	Purchaser	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

ACKNOWLEDGMENT AND CONFIRMATION OF DISCLOSURES

Prior to entering into a Contract of Sale of Real Estate for the Property described as: 26621 E Phillips Rd GARBER OK the following items (as applicable) have been disclosed and/or delivered and hereby confirmed:

Buyer acknowledges and confirms that the Broker providing brokerage services to the Buyer has described and disclosed their duties and responsibilities to the Buyer prior to the Buyer signing this Contract.

(Applicable for in-house transactions only) Buyer acknowledges and confirms that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract.

Buyer acknowledges receipt of Residential Property Condition Disclosure or Disclaimer Form (as applicable to residential real property improved with not less than one nor more than two dwelling units) pursuant to Title 60 O.S., Section 831-839:

- Buyer has received a Residential Property Condition Disclosure Statement Form (completed and signed by the Seller) and dated within 180 days of receipt.
Buyer has received a Residential Property Condition Disclaimer Statement Form (completed and signed by the Seller) and dated within 180 days of receipt.
This transaction is exempt from disclosure requirements pursuant to Title 60, O.S., Section 838.
Disclosure not required under the Residential Property Condition Disclosure Act.

Buyer acknowledges receipt of Lead-Based Paint/Hazards Disclosures with Appropriate Acknowledgment (if property constructed before 1978)

- Buyer has signed the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form, which has been signed and dated by Seller and applicable Licensee(s), and has also received a copy of the Lead-Based Paint Pamphlet titled "Protect Your Family From Lead in Your Home."
Property was constructed in 1978 or thereafter and is exempt from this disclosure.
The subject of this transaction is not a residential dwelling and does not require a disclosure on Lead-Based Paint/Hazards.

Buyer acknowledges and confirms the above and further, Buyer acknowledges receipt of Estimate of Costs associated with this transaction and acknowledges that a Contract Information Booklet has been made available to the Buyer in print, or at www.orec.ok.gov.

Buyer Name (Printed): Buyer Name (Printed):
Buyer Signature: Buyer Signature:
Dated: Dated:

Seller acknowledges and confirms that the Broker providing brokerage services to the Seller has described and disclosed their duties and responsibilities to the Seller prior to the Seller signing this Contract.

(Applicable for in-house transactions only) Seller acknowledges and confirms that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract.

Seller further acknowledges receipt of Estimate of Costs associated with this transaction and that a Contract Information Booklet has been made available to the Seller in print, or at www.orec.ok.gov.

Seller Name (Printed): GARY ENFIELD Seller Name (Printed):
Seller Signature: Seller Signature:
Dated: Dated:

OKLAHOMA REAL ESTATE COMMISSION

DISCLOSURE TO SELLER OR BUYER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

This notice may be part of or attached to any of the following:

- Buyer Brokerage Agreement, Listing Brokerage Agreement, Option Agreement, Sales Agreement, Exchange Agreement, Other

1. Duties and Responsibilities. A Broker who provides Brokerage Services to one or both parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the party or parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:

- A. treat all parties to the transaction with honesty and exercise reasonable skill and care;
B. unless specifically waived in writing by a party to the transaction:
1) receive all written offer and counteroffers;
2) reduce offers or counteroffers to a written form upon request of any party to a transaction; and
3) present timely all written offers and counteroffers.
C. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, Brokerage Service costs and the approximate amount of the costs;
D. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;
E. timely account for all money and property received by the Broker;
F. keep confidential information received from a party or prospective party confidential.
G. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
H. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
I. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

2. Brokerage Services provided to both parties to the transaction. The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 - 858-363) allows a real estate Firm to provide brokerage services to both parties to the transaction.

3. Broker providing fewer services. If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services.

4. Confirmation of disclosure of duties and responsibilities. The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

I understand and acknowledge that I have received this notice on 24 day of Feb, 2019.

(Print Name) _____

(Signature) [Handwritten Signature]

(Print Name) _____

(Signature) _____

ONLINE AND SIMULCAST AUCTION LISTING AGREEMENT ADDENDUM

LIPPARD AUCTIONEERS, INC.

1. This is an Addendum to and incorporated within that certain auction Listing Contract dated 2/24/, 2019, by and between Lippard Auctioneers, Inc. ["Auctioneer"] and GARY KNFIELD as "Seller".

2. Seller has elected, in conjunction with the Listing Contract, to offer the property for auction _____ as an "Online Only Auction", in which there will be no physical public sale event, and the property for sale shall be offered only online via the Internet on Auctioneer's established online auction website;

OR

X as a "Simulcast Auction", in which the property will be offered for sale at a physical public auction, at a specified time and location, with live bidding at the sale site and simultaneous online bidding for the property via the Internet and/or telephonic communication, through the established online auction website.

Seller would like to use _____ HiBid X Proxibid platform. Seller understands the Buyers Premium charged to the buyer on this auction will be paid to the Auction Company and will go to pay online platform fees, and other fees incurred in online.

Seller acknowledges the inherent risk in any online auction that Internet signal could be temporarily lost or interrupted during the Auction, either on the buyer's end or in the link established by Auctioneer. Auctioneer strives to insure, safeguard and when necessary promptly restore the Internet signal, but Seller understands, acknowledges and accepts all of the risk of loss resulting in the event that online bids or bidders become temporarily disabled through signal or connectivity loss. When and where possible or advisable, and in consultation with Seller, bidding may be temporarily suspended to allow for reconnection.

3. Online Bidders. Auctioneer will use reasonable care to pre-qualify online bidders based on prior registration submitted by prospective bidders, but Seller acknowledges the risk that some online winning bidders may not fulfill the obligation to pay for items following sale, and that in such event, Seller shall have no recourse against Auctioneer for such failure to pay. Property items not paid for will not be delivered to bidders, and Auctioneer will, if Seller desires, attempt to re-sell the unpaid item[s] in a subsequent online auction, or Seller shall retrieve any such unpaid-for item[s] from Auctioneer within five [5] days after notification from Auctioneer of non-payment by the bidder. No commission will be charged on sold but unpaid items in an Online Only or Simulcast sale.

4. No Withdrawal of Property. Once the online auction is opened, no item included may thereafter be withdrawn by Seller; all items must remain available for sale until the close of bidding. No exceptions.

5. Items Subject to Reserve. If any property offered for online sale is subject to a reserve price, and fails to meet the reserve, a sale fee will be imposed as to that item equal to the agreed commission percentage times the reserve value.

6. Unsold Items. Seller shall have five [5] days following close of bidding to retrieve all unsold items from Auctioneer's possession, unless otherwise agreed in writing. Any unsold items remaining in Auctioneer's possession without permission shall be deemed abandoned following the five [5] day period and Auctioneer may dispose of such items as it deems reasonable and prudent, with or without notice to Seller, and Seller shall have no further recourse against Auctioneer for the possession or value of such items.

7. Settlement. Seller acknowledges that clearing payments and arranging for pick-up or shipment of items sold to online bidders may take longer than for live auction items, and buyers shall generally be allowed about two [2] weeks to complete payment, pick-up and shipment. Settlement for costs, taxes, and commissions, and disbursement of net sale proceeds to Seller shall occur as soon as reasonable following confirmation of payment, or of default in payment, for all items.

8. Commission and Fees. Items offered for Online or Simulcast bidding shall be subject to the same provisions for commission, fees, costs, and taxes as set forth in the Listing Contract, provided that there may be an additional advertising cost for online auction items, as set forth below:

X No additional advertising cost.