WELCOME TO THE AUCTION

If you have never purchased real estate at public auction, we want to give you the opportunity to become acquainted with the most advanced method of marketing being utilized in the world today.

We at Lippard Auctioneers, Inc. believe the auction method of marketing is a win-win proposition for everyone involved. Real estate auctions benefit the local community and the general marketplace by ensuring an efficient sale and avoiding the problems associated with unsold or vacant properties. The auction method of marketing is also the fairest way to determine market value. Through an open and well-advertised forum of competitive bidding, the property's true market value will naturally emerge.

Lippard Auctioneers, Inc. conducts over 150 auctions nationally each year. We are proud to have some of the most knowledgeable and courteous staff in the auction arena who consistently demonstrate a superlative level of honesty, integrity and professionalism.

Please perform any inspections in advance of the auction and make sure to have your finances in order. If you have any questions, feel free to see the auctioneer or one of the staff prior to the start of the auction. We will be happy to answer your questions to the best of our ability.

On behalf of Lippard Auctioneers, Inc. and our seller, we thank you for attending our auction.

Auctioneeringly,









2609 N VanBuren

D Boundary

REAL ESTATE PURCHASE CONTRACT

This is a legal binding contract, if not understood, seek legal advice.

THIS CONTRACT is made and entered into on this __17th_day of _October_ 2019, by and between Name: **Eagle Land Investments LLC** As Seller, Address: 9800 S Westminster Guthrie OK 73044 405-590-0011 Phone: Email: wadeinman@coxinet.net And As Buyer, Name: Title Insurance: Yes or No If No Address: Attorney to Examine: Phone: Financing: Lender: Email: PRICE AND TERMS The Seller is the owner of and agrees to sell and the Buyer agrees to purchase on the terms and conditions set out in this contract: l. PROPERTY: Property located in Oklahoma County, Oklahoma, subject to all easements and oil and gas leases of record and more particularly described as follows: Lot 26 Block 21 John F Kennedy Addition 608 N Wisconsin Ave. Oklahoma City OK Subject to any current leases or easements. Buyer's Premium/Online Bidding Fee of \$____ 11. **TERMS**: The purchase price is payable at the following times and in the following manner: a. An earnest money payment of the purchase price to be in placed escrow at the time this contract is made in the amount of \$_____ (10 %) Type of payment Cash () or Check () b. The balance of the purchase price in cash at the time of closing in the amount of Seller Initials Buyer Initials

		\$	plus, the amount of any costs allocated to Buyer under			
		provision XI of this contract.				
All p	All payments at closing will be made by wire transfer or immediately available funds such as cashier's check.					
III.	adopt a.	oted by the Oklahoma Bar Association Subject title evidence will be in the form Commitment for Owner's Title Insurance	rnish Buyer title evidence, according to the standards on, showing marketable title vested in Seller. of Abstract of title (extended to recent date by Seller), and (if Buyer wants).			
	b.		eu of abstracting, the cost of title insurance, including any e Buyer. Said owner's title policy to insure Buyer to the extent of			
	C.	expense, Buyer will either secure an own	uding current U.C.C. Certification is to be furnished at Seller's ner's title insurance policy or obtain an attorney's title opinion at uired to furnish a federal court proceedings abstract or search be at Buyer's sole expense.			
	d.	Upon delivery of abstract, certified to dath have a reasonable time, not to exceed 1 with any written objections concerning the waived. Nothing shall be construed as a	te, or current commitment for owner's title insurance, Buyer will 5 days, to examine the same and return the same to the Seller te marketability of the title or any such objections will be deemed in encumbrance or defect in title where the same is not so dards adopted by the Oklahoma Bar Association, where			
	e.	such delivery of the abstract; the Seller(selection) date of delivery of such objection, but in this Contract shall be deemed rescinded Buyer(s) and the abstract returned to the	cify the objection in writing to be delivered to the Seller(s), after s) shall have the defects rectified within ninety (90) days from the case such defects in the title cannot be rectified within that time, and the money deposited as aforesaid shall be returned to the Seller(s), and each party shall thereupon be relieved of any arties mutually agree in writing to extend the time for curing of any			
	f.	Deed, subject to all easements, be spacing agreements or orders, pri ordinances, unreleased oil and ga	rranty, Personal Representative's or Trustee's oth visible and of record, any unitization pooling, or or protective covenants or restrictions, zoning is leases, and all prior mineral conveyances or or abandoned railroad right of way or river accretion without warranty.			
	g.	Buyer and will be closed at the off	e \$500.00 and will be paid 50% by Seller and 50% by ice of American Eagle Title Group, 6805 N by, OK 73116 (405) 840-1761 CCina@ameagletitle.com			
IV.	delinque of closing closing such p	uent Personal Property Taxes. All Ge sing shall be pro-rated on the basis of s g with Buyer paying day of closing. If t	rill pay all General Taxes to the calendar year and neral Taxes payable during or for the current calendar year said calendar year between Seller and Buyer at the time of he amount of the General Taxes cannot be ascertained, axes paid for the preceding year. Seller to pay all matured			

Buyer Initials_____

Seller Initials_____

V. **CONDITION OF PROPERTY:**

- a. This property is being sold AS-IS, WHERE-IS, subject to environmental problems and violations which may exist in or with respect to the property, if any. Buyer affirms by his and/or her signature(s) below, that Buyer has prior to signing this contract, inspected the property to Buyer's full and complete satisfaction, and accepts the Property in its present condition.
- b. Until closing or transfer of possession, risk of loss to the property, ordinary wear and tear excepted, shall be upon the Seller; after closing or transfer of possession, such risk shall be upon the Buyer.
- c. Unless otherwise agreed upon in writing, Buyer, by closing or taking possession of the property, shall be deemed to have accepted the property in its then condition, including all fixtures thereon and any personal property being transferred hereunder. Buyer is purchasing this property based on his or her own inspection and NO WARRANTIES are expressed or implied by Seller, or Seller's Broker or Buyer's Broker with reference to the condition of the property or any fixtures or personal property, that shall be deemed to survive the closing.
- d. Except for the provisions above, the Seller agrees to deliver the property and improvements thereon in their present condition, ordinary wear and tear excepted.
- VI. <u>CLOSING/POSSESSION:</u> This sale shall be closed on or before * November 19,2019 *, unless the time of closing is extended as may be required by paragraph * above, or by written agreement of the Seller and Buyer, with legal possession delivered to the Buyer at the time of closing and actual and complete possession of said real property to be given on or before closing, subject to current leases in effect.

<u>SPECIAL CONDITIONS:</u> Buyer acknowledges by the signing of this purchase contract that the buyer has read and understands that this real estate transaction is not contingent upon the buyer obtaining financing and any default by the buyer will result in forfeiture of the 10% earnest money. Possession:

- VII. <u>Electronic Signatures:</u> All parties agree to accept digital/facsimile signatures the same as an original signature.
- VIII. <u>Survey and Appraisal:</u> Seller shall not furnish either an appraisal or a survey of the Property and if either a survey or an appraisal is desired by Buyer it or they shall be at Buyer's sole cost and expense. Buyer understands this contract has no contingencies.
 - IX. CLOSING; ALLOCATING THE COSTS: It shall be the duty of the closing agent to allocate any costs of this transaction on a written settlement statement; Seller and Buyer acknowledge that each is responsible to insure the accuracy and legal effect of all closing documents, and are hereby advised to secure independent legal counsel to review the sale closing documents, including though not limited to the Closing Statement and the deeds or other documents conveying title, and any title curative documents as prepared by the Escrow Agent or others. Following is an example of a settlement statement showing some estimated costs for this transaction as follows:

Seller's Cost	ts	Buyer's Costs	
Closing Settlement Fee	\$ 250	Closing Settlement Fee	\$ 250
Abstracting & Certification Fee	\$ 700 and up	Title Opinion	\$ 350 & up

Seller Initials	Buyer Initials
Seller Illitials	Duyer Illitials

Preparation of Deed	\$ included	Recording Deed	\$ 30
Doc Stamps \$1.50 per	\$	Any cost charged by lenders, if \$	
\$1,000	-	any	4
Attorney Fee, if any	\$		
UCC Certification	\$ 0	Title Insurance	\$
Mineral Abstract Certificate,	\$ 0		
if needed		The figures above are supplied for t	he nurnose of
Preliminary Title Policy &	\$ 0	providing an initial estimate of a Real Estate Transaction. There may be adjustments prior to closing based upon a change in circumstance or information provided.	
Opinion			
Commission 6%	\$		
Advertising	\$ 2,010		
Online Bidding Fee, if any	\$		

- X. <u>EFFECT:</u> This contract when executed by both Seller and Buyer, shall be binding upon and inure to the benefit of Seller and Buyer, their heirs, legal representatives, successors and assigns. This contract sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and their Brokers. This contract can only be amended, modified, or assigned by written agreement signed by both the Seller and Buyer.
- XI. **DEFAULT**: (a) If the Buyer wrongfully refuses to close, the Seller and Buyer agree that since it is impracticable and extremely difficult to fix the actual damages sustained, the Earnest Money shall be forfeited as liquidated damages to the Seller, subject to deduction for expenses incurred and with one half of the balance thereof to be retained by Lippard Auctioneers Inc., to apply on professional services. (b) Buyer would also forfeit any tillage or planting costs incurred by Buyer and possession of any kind. (c) The Seller may, at its option, seek actual damages if, under the circumstances, actual damages are ascertainable and in excess of the liquidated damages provision of this Contract. (d) If the Seller wrongfully refuses to close, the Buyer may, at his option, seek specific performance. (e) If for any reason the Seller cannot fulfill this agreement and it does not close, the Seller shall pay the Buyer the customary rate as recommended by the OSU Extension Service for any tilling or planting which Buyer may have done, and Buyer shall immediately relinquish possession to the Seller and neither party shall be liable to the other for any future damages. (f) In the event a suit for specific performance is instituted, the prevailing party shall have the right to recover all such party's expenses and costs incurred by reason of such litigation including but not limited to reasonable attorney's fees and court costs.
- XII. MEDIATION CLAUSE: Any disagreement or dispute arising from this contract shall, prior to instituting suit, first be mediated hereunder by a mediator mutually agreed upon by and between the parties; the parties agree to split equally the costs of the agreed mediator. In the event any matter regarding this contract is litigated, the prevailing party shall be entitled to recover his or her reasonable attorney's fees expended, plus court costs.
- XIII. ACCEPTANCE TIME: The foregoing offer is made subject to acceptance in writing hereon by the Seller, and the return of an executed copy to the undersigned Buyer on or before Midnight,

Seller Initials	Buyer Initials
-----------------	----------------

* October 17,2019 *. If not so accepted, the said Earnest Money is to be returned to the Buyer. TIME IS OF THE ESSENCE OF THIS PROVISION.

XIV. <u>DISCLAIMER:</u> It is expressly understood by the Seller and Buyer that the Lippard Auctioneers, Inc. and their Sales Associates/Brokers do not warrant the present or future value of the property or improvements, size by square footage, condition, structure or structure systems of any building, nor do they hold themselves out to be experts in quality, design and construction, nor do they represent or warrant in any way the nature or marketability of title to the Property, nor its fitness, permit ability or suitability for any use or purpose, nor its acreage or prior uses, nor its present compliance with, nor whether it is subject to, any zoning, environmental or other governmental or regulatory body rules, and further agree to hold Lippard Auctioneers Inc. or their Sales Associates/Brokers harmless of any of these events.

Seller:	Buyer:	
_		_
_	LIPPARD AUCTIONEERS, INC. Troy D. Lippard, Broker Real Estate Broker License OK #084164 ♦ KS#BR00049950 ♦ AR#PB00067630 ♦ CO#100027515 2609 N Van Buren Ave. ENID, OK 73703 580-237-7174 OFFICE 580-297-5208 FAX info@lippardauctions.com	- Email
Select the Buyer here closing or completing exchange. this transa Seller here closing or purpose of necessary time provides	appropriate cooperation clause eby acknowledges it is the intent of the Seller to effect an IRC Section 1031 tax deferred exchange which cause additional expense to the Buyer. The Seller's rights under this agreement may be assigned to A Qualified Intermediary (QI) or Exchange Accommodation Titleholder (EAT), go such an exchange. Buyer agrees to cooperate with the Seller and the QI/EAT in a manner necessary. It is specifically agreed that because of the time limitations for a deferred like-kind exchange, the time action is of the essence of the agreement. Beby acknowledges it is the intent of the Buyer to effect an IRC Section 1031 tax deferred exchange which cause additional expense to the Seller. The Buyer's rights under this agreement may be assigned to, a Qualified Intermediary (QI) or Exchange Accommodation Time from the second and exchange. Buyer/Seller agrees to cooperate with the Buyer/Seller and the QI/EAT to complete the exchange. It is specifically agreed that because of the time limitations for a deferred like ded for closing of this transaction is of the essence of the agreement. NITIALSBUYERS INITIALSBUYERS INITIALS	ch will not delay the for the purpose of to complete the provided for closing of ch will not delay the tleholder (EAT), for the in a manner
1. Duties disclose i option, or A Broker and may	OKLAHOMA REAL ESTATE COMMISSION SCLOSURE TO SELLER OR BUYER OF BROKERAGE DUTIES, RESPONSIBILITIES AN This notice may be part of or attached to any of the following: Sales Agreement Exchange Agreement Other and Responsibilities. A Broker who provides Brokerage Services to one or both parties show writing the Broker's duties and responsibilities prior to the party or parties signing a contract exchange real estate. shall have the following duties and responsibilities which are mandatory not be abrogated or waived by a Broker, whether working with one working with both parties:	all describe and

Buyer Initials

Seller Initials

- 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.

Seller Initials

- 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. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
- 1) that a party or prospective party is willing to pay more or accept less than what is being offered,
- 2) that a party or prospective party is willing to agree to financing terms that are different from those offered,
- 3) the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the property, and 4) information specifically designated as confidential by a party unless such information is public.
- 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. This could occur when a Firm has contracted with a Seller to sell their property and a prospective Buyer contacts that same Firm to see the property. If the prospective Buyer wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller that the Firm is now providing brokerage services to both parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each party.
- 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. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.
- 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 day of

I understand and acknowle	edge that I have received this notice on _	day of
, 20)	
(Print Name)	(Signature)	
(Print Name)	(Signature)	

Buyer Initials

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 <u>after</u> 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.)

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

(OREC-7/03)

SQUARE FOOTAGE DISCLOSURE

Seller	Date	Seller		Date
one undersigned aci	knowledge receipt of this disclosed	sure.		
	Z Licensee		J	
By Rodnas	Tim	8-23-4	9	
be completed on	r are advised to verify this or before the Inspection C	information. An Objection Deadlin	y independent measur se of the contract.	ement or investigation should
if exact square	footage is a concern, the	property should	l be independently me	14
☐ Oth	er			1,014
☐ Bui	or appraisal (Date of do Iding plans (Date of do essor's office (Date obtai	cument)		
Sou) as indicated below; arce of Square Footage Info	ormation	Daic	Square Footage
Listing	Licensee Mis Ls Not pr	roviding informa	tion on square footage	of the residence from another
2. Other Som	ce of Measurement:			
	cal standard			
□ Ex □ FH	andard/Methodology/Mann terior measurement IA ISI		Date (Measured	Square Footage
followi	ng standard, methodology o	or manner:	ne square footage of th	e residence according to the
	Cessurement			
Property Address	And the second s	consin	HVE OKI	there cy
			11 - 1-1	/ /////////////////////////////////////

KLAHOMA REAL ESTATE COMMISSION

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

ACKNOWLEDGMENT AND CONFIRMATION OF DISCLOSURES

or to entering into a Contract of Sale of Real Estate for the	e Property described as:
following items (as applicable) have been disclosed and	
Buyer acknowledges and confirms that the Broker p disclosed their duties and responsibilities to the Buy	providing brokerage services to the Buyer has described and yer prior to the Buyer signing this Contract.
 (Applicable for in-house transactions only) Be brokerage services to both Parties to the tran 	uyer acknowledges and confirms that the broker is providing saction prior to the Parties signing this Contract.
Buyer acknowledges receipt of Residential Property residential real property improved with not less than one 831-839:	Condition Disclosure or Disclaimer Form (as applicable to nor more than two dwelling units) pursuant to Title 60 O.S., Section
☐ Buyer has received a Residential Property Condi and dated within 180 days of receipt.	ition Disclosure Statement Form (completed and signed by the Seller
Buyer has received a Residential Property Condi and dated within 180 days of receipt.	ition Disclaimer Statement Form (completed and signed by the Seller
☐ This transaction is exempt from disclosure require	ements pursuant to Title 60, O.S., Section 838.
Disclosure not required under the Residential Pro	perty Condition Disclosure Act.
Buyer acknowledges receipt of Lead-Based Paint/Haconstrugted before 1978)	azards Disclosures with Appropriate Acknowledgment (if property
Buyer has signed the "Disclosure of Information of been signed and dated by Seller and applicable Pamphlet titled "Protect Your Family From Lead in Property was constructed in 1978 or thereafter and	on Lead-Based Paint and Lead-Based Paint Hazards" form, which has Licensee(s), and has also received a copy of the Lead-Based Pain Your Home." d is exempt from this disclosure. al dwelling and does not require a disclosure on Lead-Based Paint
Buyer acknowledges and confirms the above and t	further, Buyer acknowledges receipt of Estimate of Costs s that a Contract Information Booklet has been made available
Buyer Name (Printed):	Buyer Name (Printed):
Buyer Signature:	Buyer Signature:
Dated:	Dated:
Seller acknowledges and confirms that the Broker prodisclosed their duties and responsibilities to the Seller (Applicable for in-house transactions only) Seller a brokerage services to both Parties to the transactions	oviding brokerage services to the Seller has described and er prior to the Seller signing this Contract. acknowledges and confirms that the broker is providing on prior to the Parties signing this Contract.
information bookiet rias been made available to the S	
Seller Name (Printed): C. WADE IN MAN	Seller Name (Printed):
Seller Signature:	Seller Name (Printed): Seller Signature: Dated:
Dated:9//3//9	Dated:

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.

Sel	llers Discl	osure					
(a)	Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):						
	(i)	Known lead-based pai (explain).	nt and/or lead-l	pased paint hazards are present in the hous	ng		
>>	(ii) <u>X</u>	Seller has no knowledg	ge of lead-based	paint and/or lead-based paint hazards in th	e housing.		
(b)	Records	and reports available to	the seller (chec	k_(i) or (ii) below):			
	(i)			n all available records and reports pertaining nazards in the housing (list documents below			
~	(ii) Xch	Seller has no reports o hazards in the housing		ning to lead-based paint and/or lead-based	paint		
Pur	chaser's A	Acknowledgment (initia	n <u>I</u>)				
(c)		Purchaser has received	copies of all in	formation listed above.			
> (d)				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 lead-based paint and/o	y to conduct a r or lead-based pa	isk assessment or inspection for the preser aint hazards.	ice of		
Age	nt's Ackn	owledgment (initial)					
(f)							
Cert	ification o	of Accuracy					
The	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.						
	//al		9/13/19				
Selle	r /		Date/	Seller	Date		
	naser / D. Lippa	rd	Date	Purchaser	Date		
Agen	it		Date	Agent	Date		