AUCTION DAY ANNOUNCEMENTS

Thursday - August 18, 2022 - 10:00 a.m.

Sellers: The Heirs of Daniel P. Troche

WIGGINS
Auctioneers & Realty

Auction Manager
Vicki Wiggins Allen | 580.554.4400

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:

- o Buyer Brokerage Agreement
- ✓ Sales Agreement
- o Listing Brokerage Agreement
- o Exchange Agreement
- o Option Agreement
- o 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. 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 a result of action 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. That 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 18th ***day of*** Aug. ***, 2022.***

(Print Name)_____ **(Signature)** _____

(Print Name)_____ **(Signature)** _____

This form was created by the Oklahoma Real Estate Contract Form Committee and approved by the Oklahoma Real Estate Commission

OKLAHOMA REAL ESTATE COMMISSION

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

ACKNOWLEDGMENT AND CONFIRMATION OF DISCLOSURES

It is hereby confirmed that prior to entering into Contract, the following items (as applicable) have been disclosed and/or delivered:

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/Tenant Name (Printed): _____ Buyer/Tenant Name (Printed): _____

Buyer/Tenant Signature: _____ Buyer/Tenant 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/Landlord Name (Printed) Charlotte Troche Seller/Landlord Name (Printed): Loretta Vigil

Seller/Landlord Signature: X _____ Seller/Landlord Signature: X _____

Dated: _____ Dated: _____

X Lawrence Peter Troche

X David Wayne Troche

ESTIMATED CLOSING COSTS

BUYER

½ Closing Fee	$150-$300
Post-Closing Report/Final Abstracting	$300-$500
Title Opinion	$300-$500
Title Insurance Premium, if any	Based Upon Purchase Price
Deed Recording Fee per Deed	$20
Lender Fees, if any	

SELLER

½ Closing Fee to Closing Agent	$150-$300
Initial Abstracting	$800-$1,400
Prelim. Title Opinion & Commitment for Title Insurance, if Applicable	$300-$600
Deed Prep Fee	$0-$100
Doc Stamps	$1.50/$1,000 Sold
Prorated Share of Taxes	TBD
Fees to Wiggins Auctioneers	Refer to Listing Agreement
Mortgage Payoff, if any	
Title Curative Costs, if any	

BUYER & SELLER UNDERSTAND AND AGREE THAT THE ABOVE FIGURES ARE ESTIMATED closing costs and may vary at closing.

_____ BUYER

_____ SELLER

_____ BUYER

_____ SELLER

AUCTION DAY ANNOUNCEMENTS
The Heirs of Daniel P. Troche
Garfield Co., OK

- **Legal Descriptions**
  Tract #1 (Approx. 20 Acres – Corner of N. Garland Rd. & W. Purdue Ave.): S/2 of the SE/4 of the SE/4
  Tract #2 (Approx. 20 Acres – Access off N. Garland Rd.): N/2 of the SE/4 of the SE/4
  Tract #3 (Approx. 40 Acres – Access off W. Purdue Ave.): SW/4 of the SE/4
  Tract #4 (Approx. 80 Acres – Access off N. Garland Rd.): N/2 of the SE/4
  Tract #5 (Approx. 160 Acres – Access off N. Garland Rd. & W. Purdue Ave.): SE/4

  All in Sec. 28, Twp. 23N, R7 W.I.M., Garfield Co., OK

- **Personal Property:** Any chattel property, including, but not limited to, any livestock, livestock equipment, hay, electric fencing, or farm equipment is the property of the former Tenant and may be removed prior to the time of complete possession.

- **Minerals:** No minerals are being sold or transferred with the surface and the abstracts shall exclude all mineral instruments.

- **Crop:** No crop nor any F.S.A. payments for the 2022 or previous harvested crops are being sold or transferred.

- **F.S.A. Information:** According to the Garfield County F.S.A., there are approx. 154.6 acres of cropland with a 128.1 acre wheat base and a 30 bushel per acre PLC yield; & a 4.3 acre oats base with a 33 bushel per acre PLC yield. **Note:** This land sells subject to any limited or restricted use of the areas designated as wetlands. This information is provided as a courtesy of the Garfield County F.S.A. and is subject to change without notice.

- **Soil Types:** Principal soil types of the land are mostly Lovedale fine sandy loams & Lovedale-Carwile, ponded complex, all Class II; with a smaller amount of Carwile loam, Class V located in the SW/corner

- **Taxes:** The 2021 taxes for the entirety were approx. $688.00 and have been paid by the Sellers. The 2022 taxes will be prorated to the day of closing.

- **Possession:** Possession will be given upon signing the purchase contract and acceptance of the escrow deposit for the purpose of tilling the soil as is necessary for conserving moisture and for preparing for and for planting a wheat crop. If for any reason this agreement does not close, the Sellers shall pay the Buyer(s) the customary rate as recommended by the O.S.U. Extension Service for any tilling or planting which Buyer(s) may have done, and Buyer(s) shall immediately relinquish possession to Sellers and neither party shall be liable to the other for any further damages. Complete possession is to be given upon payment in full of the purchase price and transfer or title, at closing.

- **Terms:** A 10% down payment will be required at the auction. You may use a personal check. Buyer(s) agree to purchase title as shown in the attached title insurance commitment, and shall have twenty (20) days from the delivery of title insurance commitment to seek legal counsel to

review the title insurance commitment if desired, and to furnish additional title objections, if any. Title will transfer by Warranty Deed. Sellers will make available to Buyer(s) and Buyer(s) may purchase an owner's title insurance policy at closing. Sellers shall pay the cost for the initial abstracting, Sellers' title opinion, Commitment for title insurance, gap check and title curative cost, if any. Buyer(s) shall pay any applicable Buyer(s)'s title opinions or attorney's fees; title insurance premium and final abstracting costs.

- **Closing:** Closing is to be on or by October 3, 2022, or within ten (10) days after all title requirements, if any, are met, or within ten (10) days after Buyer(s) pass title without requirements, or fails to make requirements within the time allowed. The Closing Agent is Guarantee Abstract Company, 217 W. Broadway, Enid, Oklahoma; their phone number is (580) 237-5537. The closing/escrow fee is to be paid ½ by the Buyer(s) and ½ by the Sellers.

- **Survey:** Sellers are not obligated to furnish Buyer(s) a survey of the subject properties; if Buyer(s) desire a survey, it shall be at Buyer(s)'s sole cost. Sellers are not obligated to furnish location of nor present owners of any pipeline right-of-way easements described in the Commitment.

- **Order of Auction:** Tracts will be offered individually and in combination to suit Buyer(s) using a Multi-Par Bidding Format as described below.

Explanation of the Multi-Par Bidding System

1) This is the fairest way to sell property because everyone will have the opportunity to bid on the tract or combination of tracts they want and may increase their bids all the way to the end of the auction.
    - The system will show which bidders are in a winning position throughout the auction.
    - Bidders will have the opportunity to bid on individual tracts or combinations of tracts at any time before the auction ends.
    - Bidders who want to buy a collection of tracts that ***must remain together,*** such as contiguous tracts, should not bid on those tracts separately; rather, you should create and bid on them as a combination. Bidding on them separately may cause you to be left with outlying tracts while losing other tracts to other bidders.
    - All tracts and combinations of tracts may be bid on by any bidder in the room at any time prior to the end of the auction.
    - Nobody will know who has won and who has lost until the auction is over because additional bids will be accepted on all tracts and combinations of tracts until the auction ends. Therefore, just because your tract or combination of tracts, are not currently in a winning position, please do not leave the auction until it is over. An incoming bid late in the auction may bring you back into a winning position.

2) During the first round of bidding, tracts will be offered choice by the tract (NOT by the acre). Following that, bidding will be by the tract or combination of tracts.

3) Because it cannot be determined who the final high bidders will be until such time as the bidding is closed, anyone who is or was a high bidder on any tract at any time during the auction is required to remain at the auction until the bidding is closed.

The Auction Company expressly reserves the right to re-open bidding on each tract until such time as all bidding has ceased. Sellers have the right to accept or reject any or all bids received at the auction.

- **Internet Buyer(s) Only:** In order to save you the time and expense of traveling to the auction site, this auction is being broadcast live on-line at WigginsAuctioneers.com. There may be an additional fee for this service. Neither the Auction Company nor Sellers are responsible in the event of delayed signal or loss of signal by either side.

- **Disclaimers:** All information is taken from sources believed to be reliable; however, no guarantee is made by the auction company or its employer. Any and all drawings, sketches and dimensions are approximate and may not be to scale. Buyer(s) should satisfy themselves as to acreage, crop base, condition, size, etc. prior to placing any bids at the auction. Announcements made day of auction supersede all advertising.

X_____
Charlotte Troche, SELLER

X_____
BUYER August 18, 2022

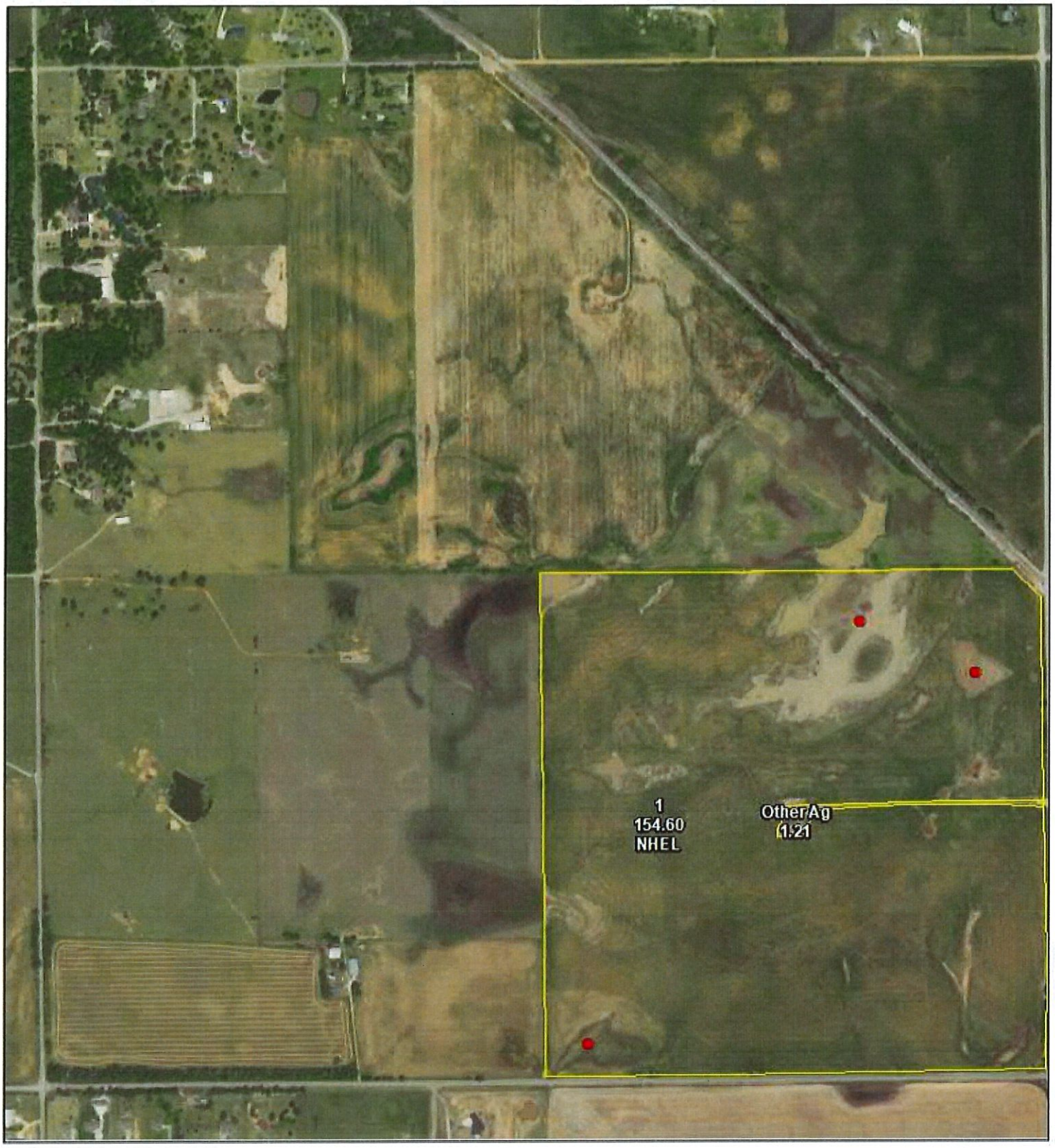
X_____
Loretta Vigil, SELLER

X_____
BUYER August 18, 2022

X_____
Lawrence Peter Troche, SELLER

X_____
David Wayne Troche, SELLER

United States Department of Agriculture
Garfield County, OK



PLSS: 28_23N_7W
Farm: 10124
Tract: 976

Crop Year 2022

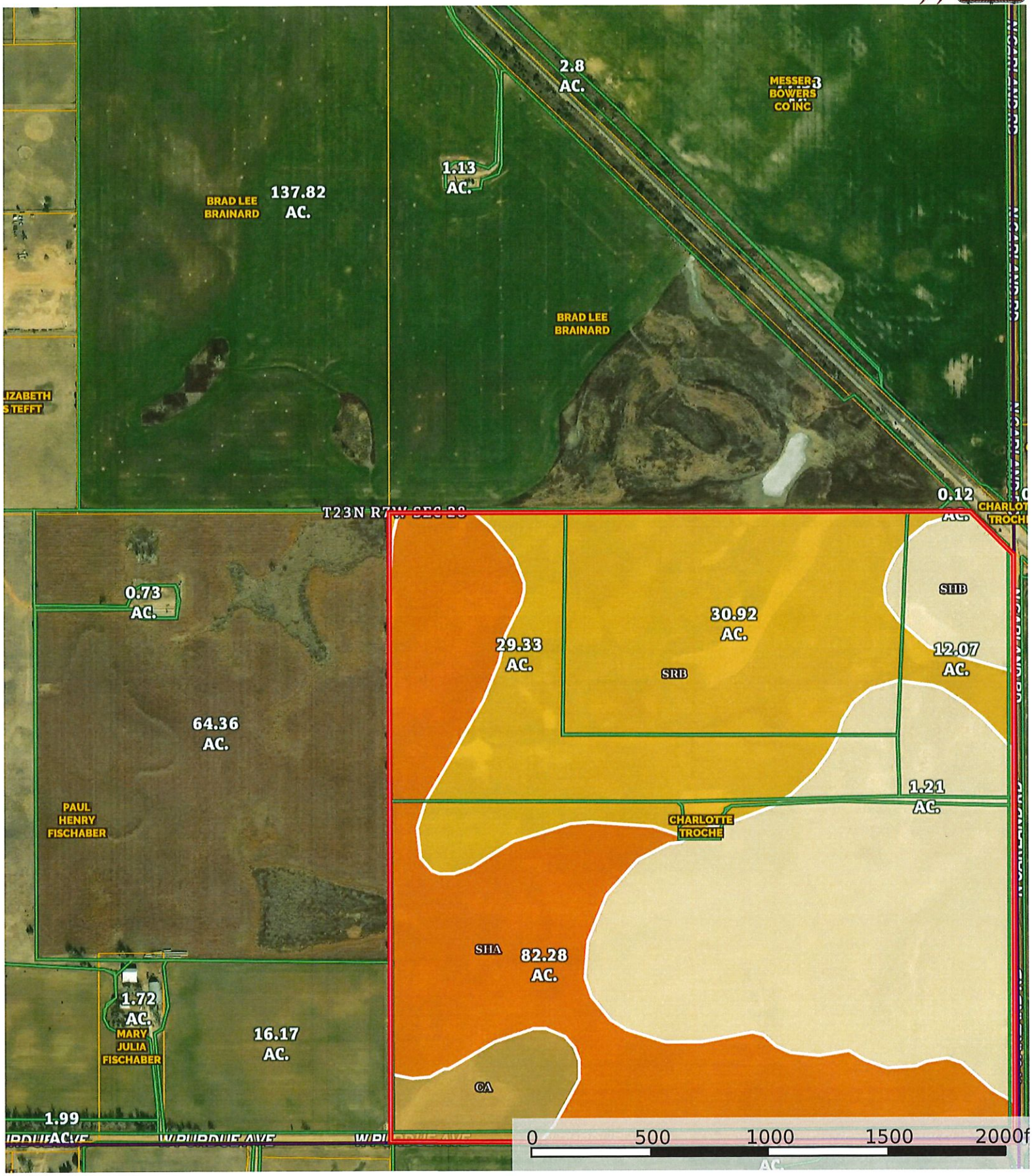
N

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

Disclaimer: Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinatinos, or contact NRCS.

)klahoma, AC +/-



Boundary | Wetlands | Riparian | Stream, Intermittent | River/Creek | Water Body

nsie Sturgeon

The information contained herein was obtained from sources deemed to be reliable.

| Boundary 160.24 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
ShB	Lovedale fine sandy loam, 1 to 3 percent slopes	53.72	33.52	0	57	2e
SrB	Lovedale-Carwile, ponded complex, 0 to 3 percent slopes	52.96	33.05	0	32	2e
ShA	Lovedale fine sandy loam, 0 to 1 percent slopes	47.11	29.4	0	58	2e
Ca	Carwile loam, 0 to 1 percent slopes, ponded	6.45	4.03	0	14	5w
TOTALS		160.24(*)	100%	-	47.3	2.12

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion
(s) soil limitations within the rooting zone (w) excess of water

REAL ESTATE PURCHASE CONTRACT

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

1. PROPERTY: The undersigned as Buyer, whether one or more, hereby agrees to purchase the following real property situated in Garfield County, Oklahoma, to-wit: _____ (see attached Exhibit "A"); together with all the improvements and the appurtenances, if any, thereunto belonging; subject however to existing zoning ordinances, restrictions, easements, rights of way, any mineral rights previously reserved or conveyed of record, and all unreleased oil and gas leases of record whether effective or not, in accordance with the terms and conditions of this Contract, Mineral interests being sold are as set forth in Paragraph 11 below.

2. PURCHASE PRICE: Buyer agrees to pay for said real property as follows:

A. High Bid at Auction:_____
B. 5% Buyer's Premium (Internet Buyer Only):_____
C. Purchase Price:_____

a. The sum of Ten Percent (10%) of the purchase price in the amount of $_____ (Check or Wire Transfer) as Earnest Money, which is herewith deposited with Guarantee Abstract Company, receipt of which is hereby acknowledged. Upon acceptance in writing and delivery of this Contract, the Earnest Money shall be assigned to and deposited in Guarantee Abstract Company Trust Account to apply on the purchase price, at the time of closing.

b. The further sum of $_____ subject to adjustment at the time of closing. All monies due at closing are to be paid **ONLY** by CASHIER'S CHECK OR WIRE TRANSFER.

3. TITLE and TITLE INSURANCE: Seller this date will provide to Buyer at Sellers' cost a Title Insurance Commitment (the "Commitment") with recent effective date issued by a licensed Oklahoma title insurance company. Buyer shall have twenty (20) days from the date the Commitment is delivered to Buyer to review the Commitment, and if Buyer has valid title objections in addition to the requirements noted in the Commitment, Buyer must furnish such objections to Seller, in care of Guarantee Abstract Company within such twenty (20) days, or any such additional objections will be deemed waived. Seller will cure all requirements stated in the Commitment, but Buyer will take title and accept the Property subject to the standard Policy exceptions stated in the Commitment (except that Seller will deliver affidavits as to possession and mechanic's liens) and subject to easements, unreleased oil and gas leases, water rights leases or conveyances, unitization, pooling, or spacing agreements or orders, protective covenants, zoning ordinances, and prior mineral conveyances or reservations. If Buyer makes additional valid objections, in accordance with the Title Examination Standards of the Oklahoma Bar Association, within such twenty (20) day period, which the Seller is unable or unwilling to meet, Sellers' sole obligation is to refund Buyer's deposit. Seller shall be under no obligation to provide as part of the title evidence or abstracting, any federal court certificate or other evidence of review or search of federal court records regarding the property or past owners thereof.

If Buyer desires an Owner's or a Lender's policy of title insurance to be issued at Closing, the premium(s) for such policies shall be at Buyer's sole cost. Buyer will notify the Escrow Agent identified at paragraph 12 below at least five (5) days prior to Closing if Buyer desires title insurance, or not. In the absence of such notification, it will be presumed that Buyer does not desire title insurance. In either event Seller will make available to Buyer pre-Closing at Buyer's request, and deliver at Closing, such abstracts as Seller possess on the property.

4. APPORTIONMENT OF TAXES: The Seller shall pay all ad valorem taxes and personal property taxes through 2021. The parties agree that the ad valorem taxes for 2022 shall be apportioned between the parties on the date of closing; if the tax assessment for the year of closing is unknown at time of closing, the assessment for the preceding year shall be used as a basis of apportionment. Seller will pay any matured special assessment liens due on or before closing; Buyer shall assume and pay any future installments of special assessment liens falling due after closing.

5. CONDITION OF PROPERTY:

a. The Buyer specifically understands and agrees that said property and improvements are being sold "as is", subject to any and all defects or damage (other than title defects as set out above) and subject to any environmental, pollution, contamination from chemical or organic sources, infestation by insects, rodents, or other pests. Buyer shall have no recourse against Seller for any defects in the premises, including, but not limited to, any contamination, pollution or other environmental defects or violations, and Seller shall not be responsible for any repairs, remediation, or cleanup of the same. Buyer acknowledges, by signing this contract, that Buyer has inspected the property and improvements to Buyer's satisfaction. Buyer stipulates that Seller makes no representations or warranties, either express or implied, as to the condition of such real property and improvements, and Buyer shall be deemed to have accepted such real property and improvements in their present condition and state of repair.

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. Except for the provisions above, the Seller agrees to deliver the property and improvements thereon in their present condition, ordinary wear and tear excepted.

6. CLOSING: The escrow or closing fee shall be paid ½ by the Buyer and ½ by the Seller. It is agreed that this transaction shall be closed no later than October 3, 2022, or within ten (10) days after all title requirements, if any, are met, or within ten (10) days after Buyer passes title without requirements, or fails to make requirements within the time allowed. At the Closing the balance of the purchase price shall be paid to the Seller, and all documents necessary to pass title will be exchanged and delivered to Buyer. The Closing shall be at the offices of Guarantee Abstract Company, 217 W. Broadway, Enid, OK 73701.

7. TRANSFER OF TITLE: Transfer of title will be by Warranty Deed, subject to all easements, both visible and of record, any unitization pooling, or spacing agreements or orders, protective and restrictive covenants, zoning ordinances, unreleased oil and gas leases, prior mineral conveyances or reservations of all oil, gas, and other minerals. Seller shall have no obligation to obtain releases of oil and gas leases, water leases, nor spacing abstracts, nor certificates nor affidavits of non-development, nor certificates of records searches from the Oklahoma Corporation Commission.

8. POSSESSION: Possession shall be delivered as follows:

Possession will be given upon signing the purchase contract and acceptance of the escrow deposit for the purpose of tilling the soil as is necessary for conserving moisture and for preparing for and for planting a wheat crop. If for any reason this agreement does not close, the Sellers shall pay the Buyer(s) the customary rate as recommended by the O.S.U. Extension Service for any tilling or planting which Buyer(s) may have done, and Buyer(s) shall immediately relinquish possession to

Sellers and neither party shall be liable to the other for any further damages. Complete possession is to be given upon payment in full of the purchase price and transfer or title, at closing.

9. 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 retained as liquidated damages to the Seller, subject to deduction for expenses incurred, and with one half (½) of the balance thereof to be retained by Wiggins Auctioneers, LLC to apply on professional services. The Seller may, at his/her option, seek actual damages if, under the circumstances, actual damages are ascertainable and in excess of the liquidated damages provision of this Contract, but in any event Wiggins Auctioneers, LLC shall receive from Seller neither more nor less than reimbursement for expenses incurred and an amount equal to one half (1/2) of the Earnest Money.

b. If the Seller wrongfully refuses to close, the Buyer may, at his option seek specific performance.

c. In the event a suit for damages or 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 attorney's fees, court costs and costs of suit preparation.

10. SURVEY: Seller is not obligated to furnish Buyer a survey of the subject property; if Buyer desires a survey, it shall be at Buyer's sole cost. Seller is not obligated to furnish location of nor present owners of any pipeline right-of-way easements described in the Commitment.

11. MINERALS: Buyer understands that minerals in and under the property, and the abstracting of such minerals, are subject to the following provisions:

No minerals are being sold or transferred with the surface and the abstracts shall exclude all mineral instruments.

12. ESCROW AGENT'S DUTIES: In order to carry out the terms of the above Real Estate Purchase Contract, the parties agree as follows:

a. That Guarantee Abstract Company is hereby designated as escrow agent and is authorized and directed to carry out the terms of this contract.

b. All payments due under the terms of the Real Estate Purchase Contract shall be payable into escrow with the escrow agent and distributed as follows:

1. Upon receipt of said payments, the escrow agent shall pay all expenses in connection with the sales transaction, including but not limited to real estate commissions, documentary stamps, abstracting or title insurance expenses, proration of real estate taxes, and any other expenses incurred by the Seller.

2. Any funds remaining will be paid by the escrow agent to the Seller according to the terms and provisions of the Real Estate Purchase Contract.

c. In addition to costs and expenses otherwise required to be paid in accordance with terms of the Contract, Buyer shall pay Buyer's closing fee, Buyer's recording fees, and all other expenses required from Buyer. Seller shall pay documentary stamps required, Seller's closing fee, Seller's recording fees, if any, and all other expenses required from Seller.

13. EFFECT: 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, and the documents executed by the parties contemporaneously herewith [including though not limited to the Auction Day Announcements] which are incorporated herein by reference, set forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and their Agents. This contract can only be amended, modified, or assigned by written agreement signed by both the Seller and Buyer.

14. 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, August 25, 2022. If not so accepted, the said Earnest Money is to be returned to the Buyer.

15. DISCLAIMERS:

a. It is expressly understood by the Seller and Buyer that the Wiggins Auctioneers, LLC and its agents do not warrant the present or future value of the premises or improvements, the size or area of the premises or improvements, the condition of the structure or structural systems, mechanical, electrical, or plumbing systems of any building, nor do they hold themselves out to be experts in quality, design or construction, and the parties agree to hold Wiggins Auctioneers, LLC or their agents harmless of any claims arising for any representation or misrepresentation relating to such matters.

b. Buyer is advised to procure title insurance or an attorney's opinion of title prior to Closing.

c. 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. The parties are warned to not rely on the Escrow Agent for the legal accuracy, legal sufficiency, or legal effect of such documents as the Escrow Agent is not a lawyer. Seller and Buyer acknowledge that Wiggins Auctioneers, LLC, and its agents are not lawyers, cannot give legal advice, do not prepare the closing documents, and do not undertake to, do not purport to be qualified to, and have no responsibility to review any closing documents, including any conveyance or curative documents, for their legal sufficiency or legal effect or accuracy, nor for their compliance with the terms of this Contract.

d. Seller and Buyer herby covenant and agree that in the event at a later time any error or omission is discovered in any of the closing documents, both parties will cooperate in correcting such errors or omissions so as to accurately reflect and fulfill the terms and intent of this sale contract, and both parties specifically waive, as between themselves, any limitations period which would otherwise be applicable to the later correction of such errors or omissions, except for the provisions of the Oklahoma Marketable Title Act.

16. SELLERS' ACCEPTANCE: I, or we, accept the foregoing offer and agree to sell the above described real property on the terms and conditions herein stated and agree to pay the Listing Broker the compensation previously agreed upon in the Listing Agreement or other agreement of employment between them, which shall survive this Contract, for professional services rendered and to be rendered in this transaction.

This agreement may be executed in multiple counterparts, by separate or different individual parties on separate counterparts, and each of the counterparts shall be deemed an original and all such counterparts together shall constitute one and the same agreement.

The parties hereto agree to conduct the transaction by electronic means, if desired, and parties hereby state that the electronic signature shall have the same force and effect as an original signature.

17. SPECIAL CONDITIONS: No crop nor any F.S.A. payments for the 2022 or previous harvested crops are being sold or transferred.

X_____
BUYER

_____
Print Name exactly as title will be taken
Address: _____

_____
Phone: _____
Fax: _____
E-mail: _____
Examining Attorney: _____

_____
Lender:_____
Loan Officer:_____
Title Insurance: Yes ( ) No ( )

X_____
Charlotte Troche, SELLER
Address: 2217 Carmelita Dr.
San Carlos, CA 94070
Phone #: 650.269.2274
E-mail: ct.jvc@sbcglobal.net

X_____
BUYER

_____
Print Name exactly as title will be taken
Address: _____

_____
Phone: _____
Fax: _____
E-mail: _____

X_____
Loretta Vigil, SELLER
Address: 2325 Howard Ave.
San Carlos, CA 94070
Phone #: 650.703.5886
E-mail: lvigil.jvc@sbcglobal.net

X_____
Lawrence Peter Troche, SELLER
Address: 1760 Brooks St.
San Mateo, CA 94403
Phone #: 650.393.0197
E-mail: ct.jvc@sbcglobal.net

X_____
David Wayne Troche, SELLER
Address: 1335 Paseo del Pueblo Sur #823
Taos, NM 87571
Phone #: 575.240.8195
E-mail: mybuddyneo@gmail.com

18. EARNEST MONEY RECEIPT: Received the sum of $_____ (Check or Wire Transfer) as Earnest Money, to be held and applied in accordance with the terms and conditions of the foregoing offer.

Wiggins Auctioneers, LLC by: _____ Date: August 18, 2022

Wiggins Auctioneers, LLC Main Office Contact Info.:
(o) (580) 233-3066 | (f) (580) 237-4915
Vicki Wiggins Allen, Broker: (c) (580) 554-4400 | vicki@wigginsok.com
Lynsie Sturgeon, Broker Assoc./Closing Coordinator: (c) (580) 554-2633 | lynsie@wigginsok.com

Auction Manager: Vicki Wiggins Allen (c) 580.554.4400 | vicki@wigginsok.com

Exhibit "A"

Tract #1 (Approx. 20 Acres): The South Half of the Southeast Quarter of the Southeast quarter (S/2 SE/4 SE/4) of Section Twenty-eight (28), Township Twenty-three (23) North, Range Seven (7) West of the Indian Meridian, Garfield County, Oklahoma

Tract #2 (Approx. 20 Acres): The North Half of the Southeast Quarter of the Southeast Quarter (N/2 SE/4 SE/4) of Section Twenty-eight (28), Township Twenty-three (23) North, Range Seven (7) West of the Indian Meridian, Garfield County, Oklahoma

Tract #3 (Approx. 40 Acres): The Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section Twenty-eight (28), Township Twenty-three (23) North, Range Seven (7) West of the Indian Meridian, Garfield County, Oklahoma

Tract #4 (Approx. 80 Acres): The North Half of the Southeast Quarter (N/2 SE/4) of Section Twenty-eight (28), Township Twenty-three (23) North, Range Seven (7) West of the Indian Meridian, Garfield County, Oklahoma

Tract #5 (Approx. 160 Acres): The Southeast Quarter (SE/4) of Section Twenty-eight (28), Township Twenty-three (23) North, Range Seven (7) West of the Indian Meridian, Garfield County, Oklahoma

First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY **First American Title Insurance Company**
Commitment	

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. **DEFINITIONS**
   (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
   (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
   (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
   (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
   (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements;
   (f) Schedule B, Part II—Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. **COMPANY'S RIGHT TO AMEND**
   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. **LIMITATIONS OF LIABILITY**
   (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      (i) comply with the Schedule B, Part I—Requirements;
      (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
      (iii) acquire the Title or create the Mortgage covered by this Commitment.
   (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
   (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
   (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
   (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
   (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
   (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
   (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
   (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
   (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
   (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**
   The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. **PRO-FORMA POLICY**
   The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. **ARBITRATION**
   The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

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First American Title™	ALTA Commitment for Title Insurance ISSUED BY **First American Title Insurance Company**
Schedule A	

Transaction Identification Data for reference only:
Issuing Agent: **Bailey Hans, LLC dba Guarantee Abstract Company**
Issuing Office's ALTA® Registry ID: **0002335**
Commitment No.: **22070042-3285**
Property Address: **SE/4 28-23-7, , OK**
Revision No.:

Issuing Office: **Bailey Hans, LLC dba Guarantee Abstract Company**
Loan ID No.:
Issuing Office File No.: **22070042-3285**

SCHEDULE A

1. Commitment Date: **July 29, 2022** at **7:50AM**
2. Policy to be issued:
   (a) ☒ ALTA® Owner's Policy of Title Insurance

   Proposed Insured: **'ENTITY CAPABLE OF HOLDING TITLE'**
   Proposed Policy Amount: $**TBD**

   (b) ☐ ALTA® Loan Policy of Title Insurance

   Proposed Insured:
   Proposed Policy Amount: $

   (c) ☐ ALTA® Policy
   Proposed Insured:
   Proposed Policy Amount: $
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in: **Loretta Vigil (undivided ¼ interest), Lawrence Peter Troche (undivided ¼ interest), David Wayne Troche (undivided ¼ interest) and Charlotte Troche (undivided ¼ interest)**
5. The Land is described as follows:

   Southeast Quarter (SE/4) of Section Twenty-Eight (28), Township Twenty-Three (23) North, Range Seven (7) West of the Indian Meridian, Garfield County, Oklahoma.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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FIRST AMERICAN TITLE INSURANCE COMPANY

By: Krystal R Olsen
Authorized Signatory
#112711

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Schedule BI & BII

Commitment No.: **22070042-3285**

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Deed from **Loretta Vigil (undivided ¼ interest), Lawrence Peter Troche (undivided ¼ interest), David Wayne Troche (undivided ¼ interest) and Charlotte Troche (undivided ¼ interest)**, stating marital status and joined by spouse if any, vesting fee simple title in **TBD.**

   NOTE: The State of Oklahoma requires the payment of a documentary stamp tax as a condition precedent to the Recordation of any deed as provided by 68 Okla. Stat. 3201, subject to the exemptions provided by 68 Okla. Stat. 3202.

6. Mortgage from **TBD**, stating marital status and joined by spouse if married, securing your loan.

   NOTE: The State of Oklahoma requires the payment of a mortgage tax as a condition precedent to the recordation of any mortgage.

7. Return properly executed Seller/Owner Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid.

8. Provide properly executed Buyer/Borrower lien affidavit.

9. Furnish an accurate survey of the premises which would disclose any encroachments, overlaps, boundary line disputes, or other matters, or exception will remain on the policy.

10. Final policy cannot be issued, unless abstract certificate date, which is July 29, 2022 at 7:50AM is no more than 180 days from the recording date of the instruments to be insured. Therefore, instruments must be recorded on or before the close of business January 29, 2023, OR abstract must be extended to date, resulting in additional charges, before the final policy can be issued.

Continued...

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11. Obtain a court search as to any entity taking title subsequent to date of this commitment including **TBD** in **Garfield** County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.

12. **The subject property appears to be unencumbered by a mortgage. You should inquire with the owner as to the possibility of any unrecorded or mis-indexed mortgage securing the property and return the results of the inquiry for review and possible further requirements.**

13. **File a satisfactory affidavit as provided in Title 16 Okl. St. §76(b)(2) to extinguish any claim to the "surface" title arising under the following "stray" instruments:**

Instrument	Date Filed	Recording Info	Party Claiming Interest
Joint Tenancy Quit Claim Deed	October 16, 1992	Book 1206, Page 188	Olivette Mondie, Sue R. Mobley
Affidavit and Proof Of Death, Heirship, Etc	July 27, 2001	Book 1544, Page 619	Mary Seek, Iva Del Galusha, Neal Emil Haworth
Affidavit of Heirship	May 27, 2003	Book 1648, Page 782	Sharen Martin, Lynn (Buck) Martin, Sue Manning, Kay Miller, Leota Frasier
Mortgage	November 12, 2013	Book 2162, Page 245	Brian Robinett, Rhonda Robinett

14. **There are various ongoing closures and inaccessibility of certain records in counties and municipalities across the country due to the COVID-19 Emergency. If unable to record documents in the Public Records due to closure or inaccessibility, execution of an Affidavit of Understanding and Indemnity and Hold Harmless Agreement Due to the COVID-19 Emergency is required by the parties to the contemplated transaction. Contact the Company prior to closing as additional requirements and/or exceptions may be added based on the facts and circumstances of the transaction.**

15. **The notarization of all documents executed in connection with the transaction contemplated by this Commitment shall take place either in the physical presence of the person executing the documents or through a properly conducted and approved remote on line notary session. If not, the following exception will appear on the policy:**
EXCEPTION (Owner's policy):
Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the recording of documents not properly notarized in the physical presence of the person executing the documents or through a properly conducted remote on line notary session.
EXCEPTION (Loan policy):
Any invalidity, unenforceability, lack of priority, adverse claim, or other matter created by or recording of documents not properly notarized either in the physical presence of the person executing the documents or through a properly conducted remote on line notary session in the transaction vesting the Title or creating the lien of the Insured Mortgage.

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SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

STANDARD EXCEPTIONS

a. Rights or claims of parties in possession not shown by the Public Records.
b. Easements, or claims of easements, not shown by the Public Records.
c. Any encroachments, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete land survey of the Land or that could be ascertained by an inspection of the Land. "Owners Policy Only"
d. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records
e. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date the proposed insured acquired for value of record, the estate, interest or mortgage thereon covered by this commitment.
f. The Standard Exceptions (a, b, c and d above) may be eliminated in the Policy upon meeting the requirements of the Company.

STANDARD SPECIAL EXCEPTIONS

1. Ad valorem taxes for 2022, amount of which is not ascertainable, nor due and payable.
2. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.
3. Water rights, claims or title to water, whether or not shown by the Public Records.

Continued...

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4. **Statutory easement for roadway purposes along all section lines.**
5. **Quit Claim Deed and Reservation of Road Easement in favor of Anton Baldwin, recorded in Book 623, Page 56.**
6. **Right Of Way in favor of Allied Chemical Corporation, a New York Corporation, recorded in Book 708, Page 121.**
7. **Right Of Way in favor of Union Texas Products Corporation, a Delaware corporation, recorded in Book 965, Page 1010.**
8. **Utility and Water Line Easement in favor of The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, recorded in Book 2471, Page 207.**

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2020 Book: 2507 Page: 858 10506
11/10/20 09:17AM Pg: 858-859
Fee: $20.00 Doc: $0.00
LORIE LEGERE-GARFIELD COUNTY CLERK
State of Oklahoma

COUNTY CLERK OFFICIAL SEAL GARFIELD COUNTY OKLAHOMA
FILED
GARFIELD COUNTY, OKLA
NOV 10 2020
JANELLE M. SHARP
COURT CLERK
MARCIE POTTER, DEPUTY
DEPUTY COURT CLERK

IN THE DISTRICT COURT OF GARFIELD COUNTY

STATE OF OKLAHOMA

In the Matter of the Estate of	)	
	)	No. PB 2019-133
DANIEL PAUL TROCHE, Deceased	)	

DECREE OF DETERMINATION OF
HEIRSHIP AND DISTRIBUTION OF ESTATE

NOW ON THIS 10th day of November, 2020, this matter comes on regularly for hearing upon the, petition for determination of heirship and distribution of said estate filed herein by Charlotte Troche, Personal Representative of the Estate of Daniel Paul Troche, deceased. Whereupon, the Court proceeds to take evidence in the matter.

The Court finds that no objections in writing have been filed herein by any person to or said petition and no one appears to object thereto. Thereupon, the Court proceeds to examine the records and finds and IT IS ORDERED, ADJUDGED AND DECREED that notice of petition for determination of heirship and distribution of said estate was given as provided by law.

The Court finds and IT IS ORDERED, ADJUDGED AND DECREED that notice to creditors was given by the Personal Representative as required by law including notice by mail to all creditors, if any, known to the Personal Representative as of the date said notice was filed with the Court Clerk of Garfield County, at their respective last-known addresses. The Court further finds that all proper claims against said estate have been fully paid and IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all claims not filed within the time permitted for presentation of claims are nonsuited, void and forever barred, except as otherwise provided herein or any claim for which payment is approved pursuant to Section 335 of Title 58 of Oklahoma Statutes.

The Court finds and IT IS ORDERED, ADJUDGED AND DECREED that all state, county, school and municipal taxes legally levied upon the property of this estate have been fully paid; that there are no unpaid income taxes imposed by the income tax law of the State of Oklahoma or the Federal Government. That said estate is not of sufficient size and value by reason of the exemption provision of the estate tax law of the federal government to require the payment of estate or transfer tax to said division of government.

That the following real estate owned by the decedent remains to be distributed:

2020 11/10/20 09:17AM 858-859 10506
Bk:2507 Pg:859
LORIE LEGERE-GARFIELD COUNTY CLERK
State of Oklahoma *

South Half (S/2) of the Southwest Quarter (SW/4) of Section One (1), Township Twenty-four (24) North, Range Two (2), West of the Indian Meridian, Noble County, Oklahoma.

The Court finds and IT IS ORDERED, ADJUDGED AND DECREED that Charlotte Troche be and she is hereby allowed the sum of $ 17,050.00 for her services, and that Clark McKeever, attorney for the estate, be and he is hereby allowed the sum of $ 7,500.00 + costs for his services.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that said estate is ready for closing and distribution to those lawfully entitled to the residue thereof.

The Court further finds and IT IS ORDERED, ADJUDGED AND DECREED that Daniel Paul Troche left surviving as his sole and only heirs at law and none others the following persons, to-wit:

Loretta Vigil	Legal	Half-Sister
Lawrence Peter Troche	Legal	Half-Brother
David Wayne Troche	Legal	Half-Brother
Charlotte Troche	Legal	Half-Sister

The Court further finds and IT IS ORDERED, ADJUDGED AND DECREED that the deceased died intestate and according to the laws of the State of Oklahoma the property and proceeds of the said estate be and are hereby distributed as follows, to-wit:

Loretta Vigil, Lawrence Peter Troche, David Wayne Troche and Charlotte Troche, in equal shares, share and share alike.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all the rest and residue of the estate, real, personal and mixed of whatsoever kind or nature and wheresoever situated, now unknown, but hereafter becoming known or discovered, be and the same is hereby transferred, vested, assigned and distributed to Loretta Vigil, Lawrence Peter Troche, David Wayne Troche and Charlotte Troche, in equal shares, share and share alike.

IT IS FINALLY ORDERED, ADJUDGED AND DECREED that the Personal Representative proceed immediately to make distribution of the estate remaining as above decreed and upon making distribution and taking and filing in this Court proper vouchers showing distribution, said Personal Representative be discharged from further liability upon a separate order of discharge being entered by this Court.

Return to McKeever

Tax Roll Inquiry

Garfield County Treasurer

Kevin Postier, Treasurer
114 W. Broadway, Room 104 Enid, OK 73701
Phone: 580-237-0246
Fax: 580-548-2460
E-Mail: kpostier@gctreasurer.org

2021R231872

Owner Name and Address

TROCHE, CHARLOTTE ET AL
2217 CARMELITA DR
SAN CARLOS CA 94070-2924

Taxroll Information

Tax Year :	2021	
Property ID :	0000-28-23N-07W-4-100-00	
Location :		
School District :	R42 RURAL 42	Mills : 103.94
Type of Tax :	Real Estate	
Tax ID :	231872	

Legal Description and Other Information:

SE/4 28-23-7 Acres-160 sd-R42ET AL LORETTA VIGIL, LAWRENCE PETER TROCHE & DAVID WAYNE TROCHE 160.00 Acres

Assessed Valuations	Amount
Land	6615
Improvements	0
Net Assessed	6615

Tax Values	Amount
Base Tax	688.00
Penalty	0.00
Fees	0.00
Payments	688.00
Total Paid	688.00
Total Due	0.00

Date	Receipt	Paid With	Payment For	Amount	Paid By
12/30/2021	21709	Other	Taxes	688.00	Daniel Paul Troche Estate (WEB eCheck)

Login (build: 12086:20220721.2)
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History

Browse the Taxroll File

Year	Tax Id	Type	Owner Name	Base Tax	Fees	Penalty	Total Paid	Total Due
2021	231872	Real Estate	TROCHE, CHARLOTTE ET AL	688.00	0.00	0.00	688.00	0.00
2020	231872	Real Estate	TROCHE, CHARLOTTE ET AL	760.00	0.00	0.00	760.00	0.00
2019	231872	Real Estate	TROCHE, DANIEL	698.00	0.00	0.00	698.00	0.00
2018	231872	Real Estate	TROCHE, DANIEL	704.00	0.00	0.00	704.00	0.00
2017	231872	Real Estate	TROCHE, DANIEL	616.00	0.00	0.00	616.00	0.00
2016	231872	Real Estate	TROCHE, DANIEL	631.00	0.00	0.00	631.00	0.00
2015	231872	Real Estate	TROCHE, DANIEL	622.00	0.00	0.00	622.00	0.00

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