AUCTION DAY ANNOUNCEMENTS

Tuesday – June 27, 2023 – 10:00 AM

Seller: Bernard Shimanek

WIGGINS
Auctioneers & Realty

Auction Manager
TJ Casteel
580.336.7764
WigginsAuctioneers.com

WIGGINS
Auctioneers & Realty

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
- o Exchange Agreement
- ~~o~~ Sales Agreement
- o Option Agreement
- o Listing Brokerage 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 27th ***day of*** July, ***2023.***

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

SCAN ME

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)

(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.* (See QR Code Above)

(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)

X (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.

Bernd Ehrenreich	4-25-23		
Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
T Hustad	4-25-23		
Agent	Date	Agent	Date

APPENDIX A. RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT

Notice to Seller: Oklahoma Law (the "Residential Property Condition Disclosure Act,"Title 60, O.S., §831 et.seq., effective July 1, 1995) requires Sellers of 1 and/or 2 residential dwelling units to complete this form. A Seller must complete, sign and date this disclosure form and deliver it or cause it to be delivered to a purchaser as soon as practicable,but in any event no later than before an offer is accepted by the Seller. If the Seller becomes aware of a defect after delivery of this statement, but before the Seller ac- cepts an offer to purchase, the Seller must deliver or cause to be delivered an amended disclosure statement disclosing the newly discovered defect to the Purchaser. If the disclosure form or amendment is delivered to a Purchaser after an offer to purchase has been made by the Purchaser, the offer to purchase shall be accepted by the Seller only after a Purchaser has acknowledged receipt of this statement and confirmed the offer to purchase in writing.

Notice to Purchaser: The declarations and information contained in this disclosure statement are not warranties, express or implied of any kind, and are not a substitute for any inspections or warranties the Purchaser may wish to obtain. The information contained in this disclosure statement is not intended to be a part of any contract between the Purchaser and Seller. The information and statements contained in this disclosure statement are declarations and representations of the Seller and are not the representations of the real estate licensee.

"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. 59 O.S. Section 832(9).

LOCATION OF SUBJECT PROPERTY 401 Garfield St., Covington, OK

SELLER IS ☐ IS NOT ☑ OCCUPYING THE SUBJECT PROPERTY.

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Complete this form yourself. (4) If an item is not on the property, or will not be included in the sale, mark "None/Not Included." If you do not know the facts, mark "Do Not Know if Working." (5) The date of completion by you may not be more than 180 days prior to the date this form is received by a purchaser.

ARE THE ITEMS LISTED BELOW IN NORMAL WORKING ORDER?

Appliances/Systems/Services (Continued on Page 2)	Working	Not Working	Do Not Know if Working	None/ Not Included
Sprinkler System				✓
Swimming Pool				✓
Hot Tub/Spa				✓
Water Heater ☐Electric ☑Gas ☐Solar	✓			
Water Purifier				✓
Water Softener ☐Leased ☐Owned				✓
Sump Pump				✓
Plumbing	✓			
Whirlpool Tub				✓
Sewer System ☑Public ☐Septic ☐Lagoon	✓			
Air Conditioning System ☐Electric ☐Gas ☐Heat Pump				✓
Window Air Conditioner(s)	✓			
Attic Fan			✓	
Fireplaces				✓
Heating System ☐Electric ☑Gas ☐Heat Pump	✓			
Humidifier				✓
Ceiling Fans	✓			
Gas Supply ☑Public ☐Propane ☐Butane	✓			
Propane Tank ☐Leased ☐Owned				✓
Electric Air Purifier				✓
Garage Door Opener				✓
Intercom				✓
Central Vacuum				✓
Security System ☐Leased ☐Owned ☐Monitored ☐Financed				✓

Buyer's Initials _____ Buyer's Initials _____ Seller's Initials BS Seller's Initials _____

LOCATION OF SUBJECT PROPERTY 401 Garfield St., Covington, OK

Appliances/Systems/Services (Continued from Page 1)	Working	Not Working	Do Not Know if Working	None/ Not Included
Smoke Detectors	✓			
Dishwasher				✓
Electrical Wiring	✓			
Garbage Disposal				✓
Gas Grill				✓
Vent Hood	✓			
Microwave Oven				✓
Built-in Oven/Range	✓			
Kitchen Stove				✓
Trash Compactor				✓
Solar Panels & Generators ☐Leased ☐Owned ☐Financed				✓
Source of Household Water ☑Public ☐Well ☐Private/Rural District	✓			

IF YOU ANSWERED Not Working to any items on pages 1 and 2, please explain. Attach additional pages with your signature.

SHUT COLD WATER IN BATHROOM MASTER BATH

Zoning and Historical		
1. Property is zoned: **(Check One)** ☑Residential ☐commercial ☐historical ☐office ☐agricultural ☐industrial ☐urban conservation ☐other ☐unknown		
2. Is the property designated as historical or located in a registered historical district or historic preservation overlay district? **(Check one)** ☐Yes ☑No ☐Unknown		
Flood and Water	**Yes**	**No**
3. What is the flood zone status of the property?		
4. Are you aware if the property is located in a floodway as defined in the Oklahoma Floodplain Management Act?		✓
5. Are you aware of any flood insurance requirements concerning the property?		✓
6. Are you aware of any flood insurance on the property?		✓
7. Are you aware of the property being damaged or affected by flood, storm run-off, sewer backup, draining or grading defects?		✓
8. Are you aware of any surface or ground water drainage systems which assist in draining the property, e.g. "French Drains?"		✓
9. Are you aware of any occurrence of water in the heating and air conditioning duct system?		✓
10. Are you aware of water seepage, leakage or other draining defects in any of the improvements on the property?		✓
Additions/Alterations/Repairs (Continued on Page 3)	**Yes**	**No**
11. Are you aware of any additions being made without required permits?		✓
12. Are you aware of any previous foundation repairs?		✓
13. Are you aware of any alterations or repairs having been made to correct defects?		✓
14. Are you aware of any defect or condition affecting the interior or exterior walls, ceilings, roof structure, slab/foundation, basement/storm cellar, floors, windows, doors, fences or garage?		✓
15. Are you aware of the roof covering ever being repaired or replaced during your ownership of the property?	✓	

Buyer's Initials _____ Buyer's Initials _____ Seller's Initials BS Seller's Initials _____

LOCATION OF SUBJECT PROPERTY 401 Garfield St. Covington, OK

Additions/Alterations/Repairs (Continued from Page 2)	Yes	No
16. Approximate age of roof covering, if known 8 to 10 yrs number of layers, if known ONE		
17. Do you know of any current defects with the roof covering?		✓
18. Are you aware of treatment for termite or wood-destroying organism infestation?	✓	
19. Are you aware of a termite bait system installed on the property?		✓
20. If yes, is it being monitored by a licensed exterminating company? If yes, annual cost $_____		✓
21. Are you aware of any damage caused by termites or wood-destroying organisms?		✓
22. Are you aware of major fire, tornado, hail, earthquake or wind damage?		✓
23. Have you ever received payment on an insurance claim for damages to residential property and/or any improvements which were not repaired?		✓
24. Are you aware of defects pertaining to sewer, septic, lateral lines or aerobic system?		✓
Environmental	**Yes**	**No**
25. Are you aware of the presence of asbestos?		✓
26. Are you aware of the presence of radon gas?		✓
27. Have you tested for radon gas?		✓
28. Are you aware of the presence of lead-based paint?		✓
29. Have you tested for lead-based paint?		✓
30. Are you aware of any underground storage tanks on the property?		✓
31. Are you aware of the presence of a landfill on the property?		✓
32. Are you aware of the existence of hazardous or regulated materials and other conditions having an environmental impact?		✓
33. Are you aware of the existence of prior manufacturing of methamphetamine?		✓
34. Have you had the property inspected for mold?		✓
35. Are you aware of any remedial treatment for mold on the property?		✓
36. Are you aware of any condition on the property that would impair the health or safety of the occupants?		✓
37. Are you aware of any wells located on the property?		✓
38. Are you aware of any dams located on the property? If yes, are you responsible for the maintenance of that dam? ☐ Yes ☐ No		✓
Property Shared in Common, Easements, Homeowner's Associations and Legal (Continued on Page 4)	**Yes**	**No**
39. Are you aware of features of the property shared in common with the adjoining landowners, such as fences, driveways, and roads whose use or responsibility has an effect on the property?		✓
40. Other than utility easements serving the property, are you aware of any easements or right-of-ways affecting the property?		✓
41. Are you aware of encroachments affecting the property?		✓
42. Are you aware of a mandatory homeowner's association? Amount of dues $_____ Special Assessment $_____ Payable: (check one) ☐ monthly ☐ quarterly ☐ annually Are there unpaid dues or assessments for the property? ☐ YES ☐ NO If yes, what is the amount? $_____ Manager's Name _____ Phone Number_____		✓
43. Are you aware of any zoning, building code or setback requirement violations?		✓
44. Are you aware of any notices from any government or government-sponsored agencies or any other entities affecting the property?		✓
45. Are you aware of any surface leases, including but not limited to agricultural, commercial or oil and gas?		✓

Buyer's Initials _____ Buyer's Initials _____ Seller's Initials BS Seller's Initials _____

LOCATION OF SUBJECT PROPERTY _____

Property Shared in Common, Easements, Homeowner's Associations and Legal (Continued from Page 3)	Yes	No
46. Are you aware of any filed litigation or lawsuits directly or indirectly affecting the property, including a foreclosure?		✓
47. Is the property located in a fire district which requires payment? If yes, amount of fee $_____ Paid to Whom_____ Payable: **(check one)** ☐monthly ☐quarterly ☐annually		✓
48. Is the property located in a private utility district? Check applicable ☐Water ☐Garbage ☐Sewer ☐Other If other, explain _____ Initial membership fee $_____ Annual membership fee $_____(if more than one utility attach additional pages)		✓
Miscellaneous	**Yes**	**No**
49. Are you aware of other defect(s) affecting the property not disclosed above?		✓
50. Are you aware of any other fees, leases, liens or dues required on the property that you have not disclosed?		✓

If you answered YES to any of the items on pages 2-4, list the item number(s) and explain. If needed, attach additional pages with your signature(s), date(s) and location of the subject property.

Insured for TREES ONCE DURING OWNERSHIP

On the date this form is signed, the seller states that based on seller's **CURRENT ACTUAL KNOWLEDGE** of the property, the information contained above is true and accurate.

Are there any additional pages attached to this disclosure? ☐YES ☐NO If yes, how many? _____

Bernard Lhom and Deb 4-25-23

Seller's Signature Date Seller's Signature Date

A real estate licensee has no duty to the Seller or the 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 the disclosure statement.

The Purchaser understands that the disclosures given by the Seller on this statement are not a warranty of condition. The Purchaser is urged to carefully inspect the property, and, if desired, to have the property inspected by a licensed expert. For specific uses, restrictions and flood zone status, contact the local planning, zoning and/or engineering department. The Purchaser acknowledges that the Purchaser has read and received a signed copy of this statement. This completed acknowledgement should accompany an offer to purchase on the property identified. This is to advise that this disclosure statement is not valid after 180 days from the date completed by the Seller.

_____

Purchaser's Signature Date Purchaser's Signature Date

The disclosure and disclaimer statement forms and the Oklahoma Residential Property Condition Disclosure Act information pamphlet are made available at the Oklahoma Real Estate Commission website www.orec.ok.gov.

Buyer's Initials _____ **Buyer's Initials** _____ **Seller's Initials** _____ **Seller's Initials** _____

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): Bernard Shumaker Seller/Landlord Name (Printed): _____

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

Dated: 6-27-2023 Dated: _____

ESTIMATED CLOSING COSTS

BUYER

½ Closing Fee	$150-$400
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-$400
Initial Abstracting	$800-$1,400
Prelim. Title Opinion & Commitment for Title Insurance	$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.

AUCTION DAY ANNOUNCEMENTS

Bernard Shimanek

Garfield Co., OK

- **Legal Description:** Lots 13-16, both inclusive, Block 24, East Covington Addition to the Town of Covington, Garfield Co., OK, according to the recorded plat thereof

- **Personal Property:** The gas range, any window unit air conditioners, any ceiling fans or blinds, the carports and metal storage building remain with the property. Any other personal property in and around the home or outbuildings, is the property of the Seller and may be sold or removed prior to the time of closing.

- **Minerals:** The Sellers' share of the minerals, if any, sells with the surface; however, the Seller does not warrant or represent that Seller owns any particular share or interest in the minerals, and the abstract shall exclude all mineral instruments.

- **Taxes:** The 2022 taxes were approx. $706.50 with Homestead Exemption and have been paid by the Seller. The 2023 taxes will be prorated to the day of closing.

- **Possession:** Possession will be given upon payment in full of the purchase price and transfer of title, at closing.

- **Terms:** A 10% down payment will be required at the auction. You may use a personal check. Buyer agrees 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. Seller will make available to Buyer and Buyer may purchase an owner's title insurance policy at closing. Seller shall pay the cost for the initial abstracting, Seller's title opinion, Commitment for title insurance, gap check and title curative cost, if any. Buyer shall pay any applicable Buyer's title opinion or attorney's fees; title insurance premium and final abstracting costs.

- **Closing:** Closing is to be on or by August 11, 2023, 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. 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 and ½ by the Seller.

- **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.

- **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 Seller is 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 should satisfy himself/herself as to acreage, size, condition, etc. prior to placing any bids at the auction. Announcements made day of auction supersede all advertising.

X_____
Bernard Shimanek, SELLER

X_____
BUYER June 27, 2023

X_____
BUYER June 27, 2023

www.countyassessor.info

Garfield County Records [OK]

Owner Information
SHIMANEK, BERNARD

PO BOX 224
COVINGTON, OK 73730-0224

Property Address
401 GARFIELD ST COVINGTON

Building No. 23130

Account Number 240025579

Sub Name: EAST COVINGTON
Lot: 013 Block: 024
Area Name: COVINGTON
Section 12 Township: 21N Range: 04W

Taxable Market		Assessed Value
Land	$1717	$215
Improved	$60321	$7540
Mobile	$0	$0
Total	$62038	$7755
	Exemptions	$1000
School District 4	Net Assessed	$6755
School Levy $104.59	Estimated Taxes	**$706.51**

Sales Information

Sale Date	Sale Price	Book/Page	$/SF
19980116	0	1387/634	0
Grantor: BRZOWSKI CHRISTOPHER LEON			
00000000	0	0/0	0
Grantor:			
00000000	0	0/0	0
Grantor:			

Land Information
Land Use: Urban Residential

Lots	Acres	SF	Width	depth
4	0	0	100	140

Description Lots

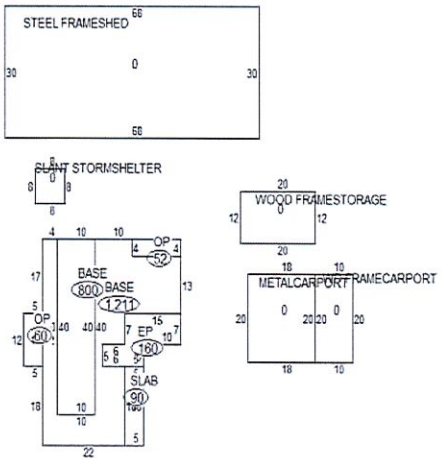
Mobile Home Information
Serial No.
Make
Tag No. LxW x

Building Elements
Type Single Family Residence
Style 1 1/2 Story Finished
Design TRADITIONAL
Quality Average Interior Finish N/A
Condition Average
Roof N/A Composition Shingle
Exterior Wall Frame, Siding, Vinyl N/A
Foundation Concrete Block Fireplace N/A
Heat Floor Furnace Air N/A
Beds 0 Baths 1 Total Rooms 0
Garage N/A Garage SF 0
Porch Enclosed Porch - Solid Wall Porch SF 160
Basement N/A Basement SF 0
Year Built **1928** Eff Year Built **95** Year Remodeled **0**
Square Footage **1607**

Commercial Elements
Stories N/A Story Height 00 Perimeter 0000
Units 0 Rent 000
Class Description N/A

Miscellaneous Structures

Description	Yrblt	LxW	Units
METAL SHED	2014	30 X 68	2040
CARPORT,DETA	2004	20 X 18	360
STG	2014	20 X 12	240
DET CARPORT	2006	10 X 20	200
Enclosed Porch - Solid Wall	0	X	160
Slab Porch - Open	0	X	90
CELLAR,EXEMP	2013	8 X 8	64
Slab Porch - Open	0	X	60
Slab Porch - Open	0	X	52
N/A	0		0



Legal Description
6140-00-024-013-0-087-00 - Lot 13-16 Block 24 sd-C94 EAST COVINGTON SW/4 12-21-4 WIFE- LINDA

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: Lots Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16), Block Twenty-four (24), East Covington Addition to the Town of Covington, Garfield County, Oklahoma, according to the recorded plat thereof; 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 Seller's 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, Seller's 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 possesses on the property.

4. APPORTIONMENT OF TAXES: The Seller shall pay all ad valorem taxes and personal property taxes through 2022. The parties agree that the ad valorem taxes for 2023 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 August 11, 2023, 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 payment in full of the purchase price and transfer of 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:

The Seller's share of the minerals, if any, sells with the surface; however, the Seller does not warrant or represent that Seller owns any particular share or interest in the minerals, and the abstract 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, July 5, 2023. 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. SELLER'S 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:

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_____
BUYER

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

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

X_____
Bernard Shimanek, SELLER
Address: 1217 E. Owen K. Garriott
Enid, OK 73701, Room 114
Phone #: 580.603.0631
E-mail:_____

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: 6-27, 2023

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: TJ Casteel (c) 580.336.7764 | tj@wigginsok.com

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

Lisa W. Cornehl, 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: Guarantee Abstract Company

Issuing Office's ALTA® Registry ID: 0002335
Commitment No.: 23-04-155
Property Address: 401 Garfield St, Covington, OK 73730
Revision No.:

Issuing Office: 217 West Broadway Avenue, Enid, OK 73701
Loan ID No.:
Issuing Office File No.: 23-04-155

SCHEDULE A

1. Commitment Date: 04/26/2023 at 8:00 AM

2. Policy to be issued:
   (a) ALTA Owner's Policy (6-17-06)
   Proposed Insured: **'ENTITY CAPABLE OF HOLDING TITLE'**
   Proposed Policy Amount: **$TBD**

   (b) ALTA Loan Policy (6-17-06)
   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:
   Bernard Shimanek and Linda Shimanek

5. The Land is described as follows:
   Property description set forth in Exhibit A attached hereto and made a part hereof.

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FIRST AMERICAN TITLE INSURANCE COMPANY
Guarantee Abstract Company 0019 (Abstractor's License Number)

By: Krystal Olsen

Authorized Signatory
Krystal Olsen, License #: 112711
Issuing Agent

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Schedule BI & BII

Commitment No.: 23-04-155

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.

   a) Deed from **Bernard Shimanek and Linda Shimanek**, 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 document 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.

   b) 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.

5. 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.

6. Provide properly executed Buyer/Borrower lien affidavit.

7. 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.

8. Final policy cannot be issued, unless abstract certificate date, which is April 26, 2023, at 8:00AM, 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 October 26, 2023, OR abstract must be extended to date, resulting in additional charges, before the final policy can be issued.

9. 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.

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Commitment No.: 23-04-155

SCHEDULE B, PART I

Requirements (Continued)

10. 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 mortgages securing the property and return the results of the inquiry for review and possible further requirements.

11. All policies will be issued with the appropriate version of the FA-Special Oklahoma Endorsement. Examples are attached to this commitment.

12. 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 online 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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Commitment No.: 23-04-155

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.
d. Any lien or right to 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.

1. Ad Valorem taxes for 2023, 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.

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

Commitment No.: 23-04-155

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

Lots Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16), Block Twenty-Four (24), East Covington Addition to the Town of Covington, Garfield County, Oklahoma, according to the recorded plat thereof.

Privacy Notice

Notice Last Updated: December 1, 2022

This Privacy Policy ("Policy") describes how First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") collect, use, store, and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties").

This Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit https://www.firstam.com/privacy-policy/.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit https://www.firstam.com/privacy-policy/.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we share your information, please visit https://www.firstam.com/privacy-policy/.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting https://www.firstam.com/privacy-policy/.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.

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For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy or by calling toll-free at 1-866-718-0097.

Right to Correct. You have a right to request that we correct your personal information. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for correction, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy or by calling toll-free at 1-866-718-0097.

Verification Process. For a request to know, correct or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale and Share. We have not sold or shared the personal information of California residents in the past 12 months. To the extent any First American affiliated entity has a different practice, it will be stated in the applicable privacy policy. We do not knowingly sell or share the personal information of any California resident under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, how we have used that information, and how we share that information, please see "California Privacy Rights Act and Disclosures" in https://www.firstam.com/privacy-policy.

Notice of Disclosure. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "California Privacy Rights Act and Disclosures" in https://www.firstam.com/privacy-policy.

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First American Title

ENDORSEMENT
(FA-SPECIAL OKLAHOMA ENDORSEMENT – ALTA LOAN POLICY)
Issued by
First American Title Insurance Company

Attached to Policy No.: **PROFORMA**
File No.: **23-04-155**

1. Condition 1(k) of the policy is deleted and replaced with the following:

   (k) "Public Records": Records established under Oklahoma state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

2. Condition 16 of the policy is deleted and replaced with the following:

   16. CHOICE OF LAW; FORUM

   (a) Choice of Law: The Insured acknowledges that the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property under the law of the State of Oklahoma and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State of Oklahoma.

   Therefore, the court or an arbitrator shall apply the law of the State of Oklahoma to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law, nor shall the court or arbitrator apply the law of any Native American Tribe or Nation.

   (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in an Oklahoma state court or a federal court within the United States of America having appropriate jurisdiction.

3. The Company confirms that Exclusions 1 and 2 of this policy apply to (i) any law, ordinance, permit, or governmental regulation, (ii) any governmental police power, and (iii) rights of eminent domain, of a Native American Tribe or Nation, to the same extent as any other governmental entity.

4. The following are added as Exclusions from Coverage in the policy:

   8. Defects, liens, encumbrances, adverse claims, notices or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by a Native American Tribe or Nation.

   9. Invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage or claim of Unmarketable Title if the Insured Mortgage fails to expressly provide for Oklahoma state law as the choice of law for the enforcement of the Insured Mortgage.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

Bailey Hans, LLC dba Guarantee Abstract Company

By: **PROFORMA**
Authorized Countersignature

September 15, 2020	FA Special Oklahoma Endorsement – ALTA Loan Policy

First American Title

ENDORSEMENT
(FA-SPECIAL OKLAHOMA ENDORSEMENT – ALTA OWNER'S POLICY)
Issued by
First American Title Insurance Company

Attached to Policy No.: **PROFORMA**
File No.: **23-04-155**

1. Condition 1(i) of the policy is deleted and replaced with the following:

   (i) "Public Records": Records established under Oklahoma state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

2. Condition 17 of the policy is deleted and replaced with the following:

   17. CHOICE OF LAW; FORUM

   (a) Choice of Law: The Insured acknowledges that the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property under the law of the State of Oklahoma and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State of Oklahoma.

   Therefore, the court or an arbitrator shall apply the law of the State of Oklahoma to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law, nor shall the court or arbitrator apply the law of any Native American Tribe or Nation.

   (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in an Oklahoma state court or a federal court within the United States of America having appropriate jurisdiction.

3. The Company confirms that Exclusions 1 and 2 of this policy apply to (i) any law, ordinance, permit, or governmental regulation, (ii) any governmental police power, and (iii) rights of eminent domain, of a Native American Tribe or Nation, to the same extent as any other governmental entity.

4. The following is added as an Exclusion from Coverage in the policy:

   6. Defects, liens, encumbrances, adverse claims, notices or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by a Native American Tribe or Nation.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

Bailey Hans, LLC dba Guarantee Abstract Company

By: **PROFORMA**
Authorized Countersignature

September 15, 2020	FA Special Oklahoma Endorsement – ALTA Owner's Policy