Auction Day ANNOUNCEMENTS

Thursday December 12, 2024 6:00 P.M.

Seller: Gary Ginter

WIGGINS
Auctioneers & Realty

Auction Manager
Vicki Wiggins Allen
580.554.4400
WigginsAuctioneers.com

WIGGINS
Auctioneers & Realty

OKLAHOMA REAL ESTATE COMMISSION DISCLOSURE TO BUYER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

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

- ☑ Contract of Sale of Real Estate
- o Buyer 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 this 12th *day of* Dec., *2024.*

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

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

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

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 accepts 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 4801 S. Boomer Rd. Enid, OK

SELLER IS ___ IS NOT X 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				X
Swimming Pool				X
Hot Tub/Spa				X
Water Heater ☐ Electric ☐ Gas ☐ Solar			X	
Water Purifier				X
Water Softener ☐ Leased ☐ Owned				X
Sump Pump				X
Plumbing	X		X	X
Whirlpool Tub				X
Sewer System ☐ Public ☐ Septic ☐ Lagoon	X			
Air Conditioning System ☐ Electric ☐ Gas ☐ Heat Pump				X
Window Air Conditioner(s)				X
Attic Fan				
Fireplaces				X
Heating System ☐ Electric ☒ Gas ☐ Heat Pump			X	
Humidifier				X
Ceiling Fans			X	
Gas Supply ☐ Public ☒ Propane ☐ Butane			X	
Propane Tank ☐ Leased ☐ Owned				X
Electric Air Purifier				X
Garage Door Opener				X
Intercom				X
Central Vacuum				X
Security System ☐ Leased ☐ Owned ☐ Monitored ☐ Financed				X

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

LOCATION OF SUBJECT PROPERTY _____

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

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

Zoning and Historical	Yes	No
1. Property is zoned: (Check One) ☐ residential ☐ commercial ☐ historical ☐ office ☒ agricultural ☐ industrial ☐ urban conservation ☐ other ☐ unknown ☐ no zoning classification		
2. Is the property designated as historical or located in a registered historical district or historic preservation overlay district? ☐ Yes ☐ No ☐ Unknown		X
Flood and Water	**Yes**	**No**
3. What is the flood zone status of the property? _____		X
4. Are you aware if the property is located in a floodway as defined in the Oklahoma Floodplain Management Act?		X
5. Are you aware of any flood insurance requirements concerning the property?		X
6. Are you aware of any flood insurance on the property?		X
7. Are you aware of the property being damaged or affected by flood, storm run-off, sewer backup, draining or grading defects?		X
8. Are you aware of any surface or ground water drainage systems which assist in draining the property, e.g. "French Drains?"		X
9. Are you aware of any occurrence of water in the heating and air conditioning duct system?		X
10. Are you aware of water seepage, leakage or other draining defects in any of the improvements on the property?		X
Additions/Alterations/Repairs (Continued on Page 3)	**Yes**	**No**
11. Are you aware of any additions being made without required permits?		X
12. Are you aware of any previous foundation repairs? Footings Poured for Blocking	X	
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?		X
15. Are you aware of the roof covering ever being repaired or replaced during your ownership of the property?		X

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

LOCATION OF SUBJECT PROPERTY _____

Additions/Alterations/Repairs (Continued from Page 2)	Yes	No
16. Approximate age of roof covering, if known original 2009 number of layers, if known_____		
17. Do you know of any current defects with the roof covering?		X
18. Are you aware of treatment for termite or wood-destroying organism infestation?		X
19. Are you aware of a termite bait system installed on the property? If yes, annual cost $_____		X
20. Are you aware of any damage caused by termites or wood-destroying organisms?		X
21. Are you aware of major fire, tornado, hail, earthquake or wind damage?		X
22. Have you ever received payment on an insurance claim for damages to residential property and/or any improvements which were not repaired?		X
23. Are you aware of defects pertaining to sewer, septic, lateral lines or aerobic system?		X
Environmental	**Yes**	**No**
24. Are you aware of the presence of asbestos?		
25. Are you aware of the presence of radon gas?		X
26. Have you tested for radon gas?		X
27. Are you aware of the presence of lead-based paint?		X
28. Have you tested for lead-based paint?		X
29. Are you aware of any underground storage tanks on the property?		X
30. Are you aware of the presence of a landfill on the property?		X
31. Are you aware of the existence of hazardous or regulated materials and other conditions having an environmental impact?		X
32. Are you aware of the existence of prior manufacturing of methamphetamine?		X
33. Have you had the property inspected for mold?		X
34. Are you aware of any remedial treatment for mold on the property?		X
35. Are you aware of any condition on the property that would impair the health or safety of the occupants?		X
36. Are you aware of any wells located on the property?		X
37. Are you aware of any dams located on the property? If yes, are you responsible for the maintenance of that dam? ☐ Yes ☒ No		X
Property Shared in Common, Easements, Homeowner's Associations and Legal (Continued on Page 4)	**Yes**	**No**
38. 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?		X
39. Other than utility easements serving the property, are you aware of any easements or right-of-ways affecting the property? gas lines	X	
40. Are you aware of encroachments affecting the property?		X
41. 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_____		X
42. Are you aware of any zoning, building code or setback requirement violations?		X
43. Are you aware of any notices from any government or government-sponsored agencies or any other entities affecting the property?		X
44. Are you aware of any surface leases, including but not limited to agricultural, commercial or oil and gas?		X

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

LOCATION OF SUBJECT PROPERTY 4801 S. Boomer Rd Enid OK 73703

Property Shared in Common, Easements, Homeowner's Associations and Legal (Continued from Page 3)	Yes	No
45. Are you aware of any filed litigation or lawsuits directly or indirectly affecting the property, including a foreclosure?		X
46. 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		X
47. 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)		X
Miscellaneous	**Yes**	**No**
48. Are you aware of other defect(s) affecting the property not disclosed above?		X
49. Are you aware of any other fees, leases, liens, dues or financed fixtures or improvements required on the property that you have not disclosed?		X

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.

See # 12 & 39

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? ____

Gary Gintz 10-22-24

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 www.orec.ok.gov.

Buyer's Initials ____ **Buyer's Initials** ____ **Seller's Initials** GG **Seller's Initials** ____

OKLAHOMA REAL ESTATE COMMISSION

LICENSEE'S DISCLOSURE TO THE RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT

Under Title 60 O.S. Section 836 (C), Oklahoma law a Real Estate Licensee has the duty to disclose to the Buyer any defects in the Property actually known to the licensee which are not included in any Disclosure Statement or any amendments. Accordingly, only when the licensee actually knows of such an undisclosed defect should the licensee complete this form.

THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT IS NOT A WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AND IS 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 PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER. Under the Residential Property Condition Disclosure Act, a real estate licensee has no duty to the Seller or the Buyer 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 or any amendments.

Location of subject property 4801 S. Boomer Rd., Enid, OK.

The undersigned Real Estate Licensee hereby discloses to the Buyer the defect(s) in the Property actually known to the licensee not included in any other written disclosure or any amendments.

Buyer is aware that the home does not have an air conditioner compressor unit nor a cover for the central heat unit located in the utility room.

Signature (Real Estate Licensee) Date:

Firm

Buyer(s) acknowledges receipt of this Disclosure Statement.

Signature of Buyer

Signature of Buyer

Date:

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

PROPERTY ADDRESS _____

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 Guide 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 Guide has been made available to the Seller in print, or at www.orec.ok.gov.

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

Seller/Landlord Signature: X Gary Gunter Seller/Landlord Signature: _____

Dated: 10-22-24 Dated: _____

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

Gary Ginter

Garfield Co., OK

- **Legal Description:** Lot Nine (9), Imo Valley Addition, Garfield Co., OK, according to the recorded plat thereof; Physical Address: 4801 S. Boomer Rd., Enid, OK

- **Personal Property:** The gas range, built-in dishwasher, refrigerator & any ceiling fans or blinds remain with the home. Any other personal property in and around the home or detached garage is the property of the Seller and may be removed prior to the time of closing. **Note:** The mobile home title has been canceled & the home is being assessed with the land.

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

- **Taxes:** The 2024 taxes were approx. $659.00 without homestead exemption and will be paid by the Seller. The 2025 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.

- **Buyer's Premium:** A 10% Buyer's Premium will be added to the high bid in the auction to determine the purchase price.

- **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 January 27, 2025, 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_____
Gary Ginter, SELLER

X_____
BUYER December 12, 2024

X_____
BUYER December 12, 2024

www.countyassessor.info

Garfield County Records [OK]

Owner Information
GINTER, GARY

4625 S BOOMER
ENID, OK 73703-8102

Property Address
4801 S BOOMER RD

Building No. 25891

Account Number 240029591

Sub Name: IMO VALLEY ADDITION
Lot: 009 Block: 000
Area Name: RURAL SUBS
Section 31 Township: 22N Range: 07W

Taxable Market / Assessed Value

	Taxable Market	Assessed Value
Land	$2500	$313
Improved	$0	$0
Mobile	$48310	$6039
Total	$50810	$6352
	Exemptions	$0
School District 13	Net Assessed	$6352
School Levy $103.77	Estimated Taxes	**$659.15**

Land Information
Land Use: Rural Residential

Lots	Acres	SF	Width	depth
1	0	0	165	263

Description Lots

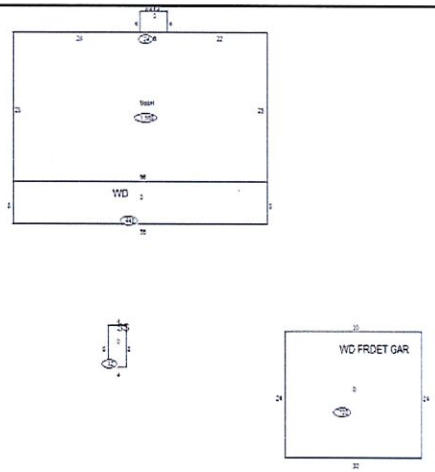
Miscellaneous Structures

Description	Yrblt	LxW	Units
DET GARAGE	2005	24 X 30	720
WOOD DECK IN FRONT	2009	8 X 56	448
VINYL SKIRTING	2009	X	168
WOOD DECK IN BACK	2009	4 X 6	24
STORM SHELTER - EXEMPT	2017	X	1
Fireplace - Residential 1 Story	0	X	1
N/A	0		0
N/A	0		0
N/A	0		0
N/A	0		0

Sales Information

Sale Date	Sale Price	Book/Page	$/SF
20170426	46500	2335/550	29.66
Grantor: SECRETARY OF VETERANS AFFAIRS			
20170216	0	2326/252	0
Grantor: BOKF NA			
20170105	0	2322/49	0
Grantor: PARSONS, DAVID D & BRITANY			

Mobile Home Information
Serial No.
Make
Tag No. LxW 28 x 56



Building Elements
Type Mobile Home
Style N/A
Design Multi-wide MH
Quality Average Interior Finish N/A
Condition Average
Roof N/A Composition Shingle
Exterior Wall Frame, Plywood or Hardboard N/A
Foundation Concrete Block Fireplace N/A
Heat N/A Air N/A
Beds 0 Baths 2 Total Rooms 0
Garage N/A Garage SF 0
Porch WOOD DECK IN FRONT Porch SF 448
Basement N/A Basement SF 0
Year Built 2009 Eff Year Built 15 Year Remodeled 0
Square Footage 1568

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

Legal Description
9095-00-000-009-0-009-00 - TR 9 IMO VALLEY ADDN NW/4 31-22-7 sd-R85 2009 ELLIOTT MHS/SOLITAIRE 28X56 TITLE CANCELLED 4-24-14 SEE NOTES

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: Lot Nine (9), Imo Valley Addition, 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. 10% Buyer's Premium: $_____
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 2024. The parties agree that the ad valorem taxes for 2025 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 January 27, 2025, 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. BUYER AFFIDAVIT COMPLIANCE: Buyer represents that at the time of submission of this purchase offer and at the time of Closing, Buyer is either (a) a U.S. Citizen, Native American, or non-citizen / alien who is or shall become a bona fide resident of the State of Oklahoma, or (b) a business entity or trust in compliance with 60 O.S. § 121—122. Buyer further represents that Buyer is eligible to execute the required Affidavit of Land or Mineral Ownership provided by the Attorney General of the State of Oklahoma as required by 60 O.S. § 121.

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:

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, December 19, 2024. 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_____
Gary Ginter, SELLER

X_____
BUYER

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

_____
Phone: _____
Fax: _____
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: December 12, 2024

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

First American Title Insurance Company

ALTA 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(n) 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS
   a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
   b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
   c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
   e. "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.
   f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
   g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

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AMERICAN LAND TITLE ASSOCIATION

h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

j. "Title": The estate or interest in the Land identified in Item 3 of 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
   e. The Company is not liable for the content of the Transaction Identification Data, if any.
   f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
   a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

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b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURES
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is $2,000,000 or less may be arbitrated at the election 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 INSURANCE COMPANY
1 First American Way, Santa Ana, CA 92707

By:_____
Kenneth D. DeGiorgio, President

By:_____
Lisa W. Cornehl, Secretary

This page is only a part of a 2021 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; and 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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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:
Issuing Agent: Guarantee Abstract Company
Issuing Office: 217 West Broadway Avenue
Enid, OK 73701
Issuing Office's ALTA® Registry ID: 0002335
Loan ID Number:
Commitment Number: 24-11-50-48561
Issuing Office File Number: 24-11-50-48561
Property Address: 4801 South Boomer Road, Enid, OK 73703
Revision Number:

SCHEDULE A

1. Commitment Date: **November 8, 2024 at 7:50 AM**
2. Policy to be issued:
   (a) 2021 ALTA Owner's Policy
   Proposed Insured: **"ENTITY CAPABLE OF HOLDING TITLE"**
   Proposed Amount of Insurance: **$TBD**
   The estate or interest to be insured: **fee simple**
   (b) 2021 ALTA Loan Policy
   Proposed Insured: **"ENTITY CAPABLE OF HOLDING TITLE"**
   Proposed Amount of Insurance: **$TBD**
   The estate or interest to be insured: **fee simple**
3. The estate or interest in the Land at the Commitment Date is:
   fee simple
4. The Title is, at the Commitment Date, vested in:
   Gary Ginter
5. The land is described as follows:
   The land is described as set forth in Exhibit A attached hereto and made a part hereof.

GUARANTEE ABSTRACT COMPANY
217 West Broadway Avenue, Enid, OK 73701
Telephone: (580) 237-2244

Countersigned by:

Krystal Olsen

Krystal Olsen, License #112711
Guarantee Abstract Company, License #3000236624

FIRST AMERICAN TITLE INSURANCE COMPANY
1 First American Way, Santa Ana, CA 92707

By: _____
Kenneth D. DeGiorgio, President

By: _____
Lisa W. Cornehl, Secretary

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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 Gary Ginter, 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 November 8, 2024, at 7:30 AM, 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 May 8, 2024, 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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10. 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.

11. In the event the proposed insured requires deletion of the general survey exception set forth in Schedule B-Part II, we must be provided a satisfactory survey of the subject premises made in accordance with the 2016 Minimum Standard Detail Requirements and Classifications for ALTA/NSPS Land Title Surveys (the Survey Standards), including Items 1, 2, 4, 7, 8, 9, 10, 11 and 16, as set forth in Table A of the Survey Standards.

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. **In accordance with Title 60, Oklahoma Statutes, §121, et. seq., each grantee must execute the appropriate state-promulgated affidavit and all grantee affidavits must be attached to every deed submitted for filing.**

14. **Collect and pay for 2022 Ad Valorem Tax in the amount of $628.00, plus penalties and interest.**

15. **Collect and pay for 2023 Ad Valorem Tax in the amount of $659.00, plus penalties and interest.**

16. **If transaction is closed on or after November 1, 2024, ascertain the amount, pay and satisfy of record Ad Valorem tax for 2024, or exception will appear in policy.**

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SCHEDULE B, PART II – Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. **Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.**
2. **Rights or claims of parties in possession not shown by the Public Records.**
3. **Easements, or claims of easement, not shown by the Public Records.**
4. **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.**
5. **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 at Date of Policy.**
6. **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, or 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.**
7. **Water rights, claims or title to water, whether or not shown by the Public Records.**
8. **Ad valorem taxes for 2024 amount of which is ascertainable, but not yet due or payable.**
9. **Restrictive Covenants recorded in Book 829 Page 1020, which do not provide for forfeiture of reversion of title; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violated 42 USC 3604(c).**
10. **Building restriction lines as shown on the recorded plat and/or as provided in the restrictive covenants.**
11. **Any matters as disclosed on the recorded plat.**
12. **Any adverse matters created by violation of Title 60, Oklahoma Statutes, §121, et seq., or based on Article XXII, Section I of the Oklahoma Constitution, or any other similar statutory or constitutional provisions, which restrict alien ownership of real property in Oklahoma.**

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13. Utility Easement across the South 10 feet of said property as disclosed by plat.

14. Utility Easement across the West 16 feet of said property as disclosed by plat.

15. Right of Way in favor of Union Texas Petroleum, a division of Allied Chemical Corporation, recorded in Book 835, Page 331.

16. Right of Way Agreement and Easement recorded in Book 835, Page 497.

17. Restriction of Right of Way Grant recorded in Book 837, Page 115.

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EXHIBIT "A"

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

Lot Nine (9), Imo Valley Addition, Garfield County, Oklahoma, according to the recorded plat thereof.

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Tax Roll Inquiry

Garfield County Treasurer

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

Owner Name and Address

GINTER, GARY
4625 S BOOMER
ENID OK 73703-8102

Taxroll Information

Tax Year :	2022
Property ID :	9095-00-000-009-0-009-00
Location :	4801 S BOOMER RD
School District :	R85 RURAL 85 Mills : 98.8
Type of Tax :	Real Estate
Tax ID :	229591

Legal Description and Other Information:

TR 9 IMO VALLEY ADDN NW/4 31-22-7 sd-R85 2009 ELLIOTT MHS/SOLITAIRE 28X56 TITLE CANCELLED 4-24-14 SEE NOTES 1.00 Lots

Assessed Valuations	Amount
Land	313
Improvements	0
Mobile Home Value	6039
Net Assessed	6352

The Penalty for this tax statement is calculated through December 15, 2024. After that date, another 1.5% of the base tax will be applied. Fees can be added any time.

Tax Values	Amount
Base Tax	628.00

Tax Values	Amount
Penalty	216.66
Fees	10.66
Payments	0.00
Total Paid	0.00
Total Due	855.32

Date	Receipt	Paid With	Payment For	Amount	Paid By
No records Found!					

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History

Browse the Taxroll File

Year	Tax Id	Type	Owner Name	Base Tax	Fees	Penalty	Total Paid	Total Due
2023	229591	Real Estate	GINTER, GARY	659.00	10.73	108.74	0.00	778.47
2022	229591	Real Estate	GINTER, GARY	628.00	10.66	216.66	0.00	855.32
2021	229591	Real Estate	GINTER, GARY	641.00	0.00	0.00	641.00	0.00
2020	229591	Real Estate	GINTER, GARY	680.00	0.00	0.00	680.00	0.00
2019	229591	Real Estate	GINTER, GARY	700.00	0.00	0.00	700.00	0.00
2018	229591	Real Estate	GINTER, GARY	731.00	0.00	0.00	731.00	0.00
2017	229591	Real Estate	GINTER, GARY	734.00	0.00	0.00	734.00	0.00

Back

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Tax Roll Inquiry

Garfield County Treasurer

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

Owner Name and Address

GINTER, GARY
4625 S BOOMER
ENID OK 73703-8102

Taxroll Information

Tax Year :	2023	
Property ID :	9095-00-000-009-0-009-00	
Location :	4801 S BOOMER RD	
School District :	R85 RURAL 85	Mills : 103.77
Type of Tax :	Real Estate	
Tax ID :	229591	

Legal Description and Other Information:

TR 9 IMO VALLEY ADDN NW/4 31-22-7 sd-R85 2009 ELLIOTT MHS/SOLITAIRE 28X56 TITLE CANCELLED 4-24-14 SEE NOTES 1.00 Lots

Assessed Valuations	Amount
Land	313
Improvements	0
Mobile Home Value	6039
Net Assessed	6352

Tax Values	Amount
Base Tax	659.00
Penalty	98.85
Fees	10.73
Payments	0.00
Total Paid	0.00
Total Due	768.58

The Penalty for this tax statement is calculated through November 15, 2024. After that date, another 1.5% of the base tax will be applied. Fees can be added any time.

Date	Receipt	Paid With	Payment For	Amount	Paid By
No records Found!					

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History

Browse the Taxroll File

Year	Tax Id	Type	Owner Name	Base Tax	Fees	Penalty	Total Paid	Total Due
2023	229591	Real Estate	GINTER, GARY	659.00	10.73	98.85	0.00	768.58
2022	229591	Real Estate	GINTER, GARY	628.00	10.66	207.24	0.00	845.90
2021	229591	Real Estate	GINTER, GARY	641.00	0.00	0.00	641.00	0.00
2020	229591	Real Estate	GINTER, GARY	680.00	0.00	0.00	680.00	0.00
2019	229591	Real Estate	GINTER, GARY	700.00	0.00	0.00	700.00	0.00
2018	229591	Real Estate	GINTER, GARY	731.00	0.00	0.00	731.00	0.00
2017	229591	Real Estate	GINTER, GARY	734.00	0.00	0.00	734.00	0.00

‹ Bac

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801 FOREST RIDGE DRIVE
SUITE 108
BEDFORD, TX 76022
817.510.3113

After Recording Return To:
GARY GINTER
~~4801~~ 4625 S BOOMER RD, ENID, OK 73703

Mail Tax Statements To:
GARY GINTER
4801 S BOOMER RD, ENID, OK 73703

2017 Book: 2335 Page: 550 4109
4/27/17 02:44PM Pg: 550-552
Fee: $17.00 Doc: $69.75
LORIE LEGERE-GARFIELD COUNTY CLERK
State of Oklahoma

PARCEL IDENTIFICATION NUMBER: 0229591

SPECIAL WARRANTY DEED

Pursuant to provisions of 38 U.S.C. 3720 (a)(6)
THE SECRETARY OF VETERANS AFFAIRS does not seek to exercise
Exclusive jurisdiction over the within described property
(the property being conveyed herein was foreclosure property)

Docs $169.75

Exempt from Documentary Stamp Tax §68-3202.(12)
THE SECRETARY OF VETERANS AFFAIRS, an Officer of the United States of America, whose mailing address is **Department of Veterans Affairs, 810 Vermont Avenue NW Washington, DC 20420**, (hereinafter **"GRANTOR"**), for $46,500.00 (FORTY SIX THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS) in consideration paid, grants with covenants of special warranty to GARY GINTER, (hereinafter **"GRANTEE"**), whose tax mailing address is 4801 S BOOMER RD, ENID, OK 73703, the following real property:

H

18-5-3

2017 4/27/17 02:44PM 550-552 4109
Bk:2335 Pg:551
LORIE LEGERE-GARFIELD COUNTY CLERK
State of Oklahoma

Lot Nine (9), IMO VALLEY ADDITION, Garfield County, State of Oklahoma, according to the recorded Plat thereof **Together with all improvements constructed upon, affixed to or located upon the above-described real property, including without limitation, any residential dwelling located thereon, which dwelling is or may be a manufactured home, which manufactured home shall be conclusively deemed to be real estate – 2009 Solitaire Mobile home - Serial # DMH3546NFB, commonly known as 4801 S. Boomer Road, Enid, OK 73703 (the "Property")**

Property Address is: 4801 S BOOMER RD, ENID, OK 73703

Seller makes no representations or warranties, of any kind or nature whatsoever, other than those set out above, whether expressed, implied, implied by law, or otherwise, concerning the condition of the title of the property prior to the date the seller acquired title.

The real property described above is conveyed subject to the following: All easements, covenants, conditions and restrictions of record; All legal highways; Zoning, building and other laws, ordinances and regulations; Real estate taxes and assessments not yet due and payable; Rights of tenants in possession.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title interest, lien equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behalf of the grantee.

Prior Instrument Reference: BOOK 2326, PAGE 252 IN THE LAND RECORDS OF GARFIELD COUNTY, OKLAHOMA.

[THIS SPACE INTENTIONALLY LEFT BLANK]

2017 4/27/17 02:44PM 550-552 4109
Bk:2335 Pg:552
LORIE LEGERE-GARFIELD COUNTY CLERK
State of Oklahoma *

IN WITNESS WHEREOF, Grantor executes this document on this 26 day of April, 2017.

THE SECRETARY OF VETERANS AFFAIRS, An officer of the United States of America

By: _____

Rhonda Daniels, AVP
Printed Name **Title**

By the Secretary's duly authorized property Management contractor, Vendor Resource Management, pursuant to a delegation of authority found at 38 C.F.R. 36.4345(f)

STATE: Texas

COUNTY: Denton

ACKNOWLEDGED AND EXECUTED BEFORE ME, the undersigned authority, personally appeared Rhonda Daniels, AVP on behalf of Vendor Resource Management who is the Secretary's duly authorized property Management contractor pursuant to a delegation of authority found at 38 C.F.R. 36.4345(f) to me known or has shown _____ as identification, and is the person who executed the foregoing instrument on behalf of the Secretary of Veterans Affairs, and acknowledged that he/she executed the same as the free act and deed of said Secretary.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in the State of Texas aforesaid, this 26 day of April, 2017

_____
Notary Public

LISA G KELLEY
Notary Public State of Texas
My Commission # 120067631
My Comm. Exp. July 28, 2020

MY COMMISSION EXPIRES ON: _____

This instrument prepared by:
Lance Knight, P.O. Box 1297 Hurst, TX 76053-1297 Phone: (817) 510-3113 and Eric John Cook, Oklahoma Bar No. 21952

GUARANTEE ABSTRACT CO.
Unparalleled Service to Garfield County since 1931
ABSTRACTS ◆ CLOSINGS ◆ TITLE INSURANCE

Guarantee Abstract Company
217 West Broadway Avenue
Enid, OK 73701
Phone: (580) 237-2244
Fax: (580) 237-2255

WIRE INSTRUCTIONS

SEND WIRES TO: **BENEFICIARY BANK:**	Bankers Bank, OKC 9020 North May Ave. Suite 200 Oklahoma City, OK 73120
ROUTING #:	103003616
FOR FURTHER CREDIT TO: **(INTERMEDIARY)**	High Plains Bank 301 South Polk Keyes, OK 73947
ACCOUNT #:	11245
NOTES/FURTHER CREDIT TO:	Guarantee Abstract Company 217 W Broadway Ave. Enid, OK 73701
ACCOUNT #:	4700412
SPECIAL INSTRUCTIONS:	**File No: 24-11-50-48561**

PLEASE CALL GUARANTEE ABSTRACT COMPANY, (580) 237-2244 PRIOR TO INITIATING THE WIRE TRANSFER TO CONFIRM INSTRUCTIONS.

NOTE: If you receive an email or any other communication that appears to be from our office and contains new, revised or altered bank wire instructions, consider it suspect and call our office at a number you trust. Please do NOT respond by email. It is extremely unlikely our banks wiring instructions will change.