

LISTING AGREEMENT EXCLUSIVE RIGHT TO SELL

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|--------------------------------------|---------------|--------------|------------|----------|
| PRICE* | COMM* | Comm. Split* | How Shown* | FZD* |
| \$89,000 | 6% | | | |
| S | | | | |
| Addr.* 823 2nd Street, Alva OK 73717 | | | | |
| Brms.* | 3 | ESK | Story* | 1 |
| Baths* | 2 | R&O | Ext* | wood |
| Club | | D Wash | Gar* | |
| LR | 1 | Util Rm | Roof | comp |
| Combo | | Heat* | Floor* | mix |
| FP | | A/C | Basmt | |
| DR | | Fence | Lot Size: | 50x190 |
| Lender: | | Loan Bal: | LN# | |
| As of: | Int Rate | Adj. | Type: | Yrs Left |
| Paymt: | Taxes* | Yr: | HS: | Poss: |
| Schl: Gr. | Jr. | | Sr. | |
| Legal:* Bowers 2nd; BLK 8, LOT 6. | | | | |
| Remarks: | | | | |
| Owner: | Cris Campbell | | Ph: | |
| Associate: | | 111500 | Ph: | |
| Broker | Cris Campbell | 580-732-0422 | No: | Ph: |

SPECIAL PHOTO INSTRUCTIONS

ADDITIONAL

THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD SEEK ADVICE FROM AN ATTORNEY.

In consideration of the services to be rendered by the undersigned Broker, the undersigned ("Seller") hereby exclusively lists with Broker the property described above (the "Property"), and grants to Broker the exclusive rights to sell the Property and to accept a deposit thereon, within the term of this listing, at the price and on the terms herein stated, or at such other price and terms as shall be acceptable to Seller. This listing shall be subject to the following:

- This Agreement shall be for a term of 12 months, terminating (except for the provisions of paragraph 2) at midnight on 3/1/2025
- Seller agrees to pay a commission equal to 6 % of the total sale price of the Property herein described, as and for the compensation of Broker in any of the following events:
 - The sale or exchange of the Property during the term of this Agreement, whether procured by Broker, Seller or a third person;
 - The sale or exchange of the Property within 180 days after the termination of this Agreement, if with any one to whom Broker has shown the the Property, or with whom the Broker has negotiated concerning the Property prior to the termination of this Agreement.
 - If Broker procures a buyer who is ready, willing and able to purchase the Property, at the price and on the terms set forth herein, or at such other price and terms as shall be acceptable to Seller;
 - The sale or exchange of the Property during or after the term of this Agreement to any party to whom the Property is rented or leased during the term of this Agreement or within 180 days thereafter.
- In the event a contract for sale or exchange (a "Contract") is entered into with a buyer, Seller agrees:
 - Unless the Contract provides otherwise, Broker shall receive and hold any earnest money deposit, which may be in the form of the buyer's personal check endorsed for deposit without recourse, in Broker trust or escrow account in accordance with the terms of the contract, applicable law, rules and regulations governing funds;
 - To furnish a current Uniform Commercial Code Search certificate and an abstract of title certified to date showing merchantable title in Seller, subject only to reasonable utility easements and building restrictions of record and other exceptions specified in the Contract;
 - At the time prescribed in the Contract, to convey the Property by warranty deed to buyer, free and clear of all liens and encumbrances, except those specifically reserved in the Contract;
 - Unless otherwise provided in the Contract, all ad valorem taxes, interest, rents and other continuing items shall be prorated to date of transfer, except that personal property taxes for the entire year shall be paid by Seller;
 - To pay the necessary discount charged by a lender to place a loan, up to a maximum of 0 %, in the event that the loan is an FHA insured or VA guaranteed loan;
 - If the Contract, lender or government agency requires: (i) Seller shall furnish a report by a licensed exterminating company showing the Property to be free and clear of visible termites or visible termite damage; and (ii) fixtures and equipment relating to plumbing, heating, and cooling, including ducts, electrical systems and built-in appliances will be in normal working order at the closing, ordinary wear and tear excepted, and Seller shall pay the estimated costs of necessary repairs in excess of \$100.00 of the total (but not exceeding a maximum amount agreed to by Seller) necessary to meet the foregoing standards;
- In order to fulfill Seller's and Broker's obligations of disclosure, if the Property is in a flood hazard zone which would require National Flood Insurance Association flood insurance as a condition of financing; if the Property has been damaged or affected by flooding; or if the Property has any other material defect, Seller shall communicate any such defect in writing to Broker. Broker is authorized to disclose to any potential buyer any such defects and any other material information, known by the Broker, relating to the Property.
- All of the information provided herewith or which may be provide to Broker shall be true and Seller agrees to hold Broker, Broker's employees, agents and subagents harmless from any cost, expense or damage due to any information which is withheld by Seller from Broker or which is incorrect.
- In connection with this Listing Agreement, Seller authorizes Broker:
 - To place a "For Sale" sign on the Property and remove all other similar signs;
 - At Seller's expense, to turn on, or leave on, all utilities and to authorize service men to do so in order to show the Property to its best advantage or to permit inspection thereof;
 - To obtain all information pertaining to any present mortgage on the Property from any mortgage or mortgage service company and to furnish information pertaining to the Property to any prospective lender;
 - To obtain a key to the Property, place a key box thereon, and furnish keys to others necessary to show the Property or to carry out the objectives of this Agreement;
 - To have access to the Property for the purpose of showing it to prospects at any reasonable hour.
- Broker's sole duty shall be to use his best efforts to effect a sale of the Property during the terms of this Agreement. Broker shall not be charged with the custody of the Property, its management, maintenance or repair.
- Forfeited earnest money, if any, shall be divided equally between Seller and Broker, except that Broker's portion shall in no event exceed the agreed commission; provided, however, that no release of a buyer or waiver of a forfeiture of earnest money after a Contract is executed shall relieve Seller of any obligation to pay a commission.
- The term "Broker" herein shall include any sales associated or subagents of the Broker whose signature appears on this Agreement.
- This property is offered without regard to sex, race, religion, color, ancestry or national origin.
- Seller and Broker agree to the terms herein set forth and understand that this is a binding agreement and that it cannot be cancelled or terminated except upon their mutual written consent.
- Seller acknowledges that Seller has read this Agreement and has received a copy hereof.

ACCEPTED THIS 29th DAY OF February, 2024

Cris A. Campbell 111500

BROKER

PHONE NO. 580-327-4337

BY

SELLER-OWNER

SELLER-OWNER

Cris Campbell
519 Barnes
Alva OK 73717

MAILING ADDRESS OF SELLER-OWNER