

Hunting Country Real Estate LLC
432 Oklahoma Blvd - Alva OK 73717
580-327-7889 info@huntingcountry.net

Listing No. _____
Acres/Lot Size <u>1 Lot</u>
Price \$ 249,500.00 <u>\$255,000</u>
Expires <u>3/25/25</u>

OKLAHOMA – Residential/Commercial Real Estate Exclusive Listing Agreement

This Exclusive Right of Sale Listing Agreement ("Agreement") is between Amber Stewart and Jason Stewart

_____ (Collectively the "Seller")
and HUNTING COUNTRY REAL ESTATE LLC (Broker).

1. DESCRIPTION OF PROPERTY (Address) 1406 Garfield, Idabel, OK 74745

Legal Description: SOUTHERN OAKS LOT 9 BLK 2 B783/584 B1007/P603

Parcel ID: 450022260
Personal Property, including appliances (attach list if necessary): Kitchen appliances including dishwasher stove and refrigerator.

Occupancy: The Property (is) (is not) currently occupied by (owner) (tenant).
If occupied by tenant, the lease term expires N/A

2. PRICE: The property is offered for sale at the following price and terms:

LIST PRICE: \$ ~~249,500.00~~ \$255,000

3. BROKER OBLIGATIONS: Owner understands that the execution of this Agreement does not guarantee the sale of the Property. Broker's sole duty shall be to use their best efforts to effect a sale of the property during the term of this Agreement and shall not be charged with the custody of the property, its management, maintenance or repair.

4. SELLER AUTHORIZATION: Seller authorizes Broker to:
- a. Advertise the Property as Broker deems advisable and solely at the brokers discretion, which may include newspapers, brochures, direct mail, publications, or other media, as well as, advertising the property on the internet via broker's proprietary sites, as well as 3rd party sites associated with advertising, listings, lead-generation, landing page platforms, Multi-listing Services (MLS), and board of realty websites.
 - b. Place advertising and/or transaction signs on the property, including "For Sale" signs and "Sold" signs and use Seller's name in connection with marketing or advertising the Property.
 - c. Provide comparative market analysis information to potential buyers.
 - d. Use a lock box system (*which may be electronic, or mechanical*) to show and access the property. A lock box does not ensure the Property's security; Seller is advised to secure or remove valuables.

Seller agrees that the lock box is for Seller's benefit and Seller hereby releases Broker, persons working through Broker and Broker's associates from all liability and responsibility in connection with any loss that occurs. Seller understands and acknowledges that other participants, including but not limit to; brokers, sales licensees and licensed appraisers are eligible to use the lockbox system.

- e. Withhold verbal offers and/or withhold all offers once Seller accepts a sales contract.
- f. Cooperate with and offer compensation to other brokers at Broker's sole discretion per the terms of Broker's policy regarding participation with other companies, and further authorize Broker's Affiliates and other Brokerages chosen by Broker to co-market my property at the Broker's sole discretion.
- g. Utilize 3rd party websites which may display automated estimates of value, reviews, blogs and comments about Seller's Property from website users, some of which may be inaccurate and beyond Broker's control.
- h. Accept and give receipt for any money or deposits received in connection with the sale, deliver funds to Escrow Agent, order title work and perform other tasks related to the transaction.

5. SELLER OBLIGATIONS: Seller agrees to:

- a. Cooperate with Broker in carrying out the purpose of this Agreement, which includes referring immediately to Broker all inquiries from any prospective buyers or from other licensed real estate agents; and immediately inform Broker regarding the Property's transfer or sale, whether by purchase or any other means of transfer.
- b. Provide Broker with keys to the Property and make the Property available for showing during reasonable times.
- c. Inform Broker prior to leasing, mortgaging, or otherwise encumbering the Property.
- d. Indemnify Broker and hold Broker harmless from all losses, damages, costs and expenses of any nature, including attorney's fees, and from liability to any person, that Broker incurs because of (1) Seller's negligence, representations, misrepresentations, actions or inactions, (2) the use of a lock box system, (3) the existence of undisclosed material facts about Property, or (4) a court or arbitration decision that a different broker was not compensated in connection with a transaction and is entitled to compensation from Broker. This clause will survive Broker's performance and the transfer of title.
- e. To perform any act reasonably necessary to comply with all Federal, State and Local laws, including FIRPTA (Internal Revenue Code Section 1445 - pertaining to Foreign Persons).
- f. Make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable or known by the buyer. Seller certifies and represents that Seller knows of no such material facts (local government building code violations, unobservable defects, etc.) Other than the following: N/A

- g. Immediately inform Broker of any material facts that arise after signing this Agreement.
- h. Consult appropriate professionals (other than Broker) for all related legal, tax, property condition, environmental, foreign reporting requirements, and other specialized advice.


Initials: (JL) (SS) (_____) (_____) Seller(s) acknowledge receipt of a copy of this page.
(Revised 3/20/23)


6. **AUTHORITY TO SELL PROPERTY:** Seller gives Broker the Exclusive right to sell the Property described herein, at the price and terms described herein. This Agreement shall remain in effect for a period of 12 months. However, if within 6 months following the termination date of this agreement Seller sells the Property to a buyer procured through Broker, Seller is obligated to pay the full commission provided herein. Upon full execution of a contract for sale and purchase of the Property, all rights and obligations of this Agreement will extend through the date of the actual closing of the sales contract. This Property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national origin or any other factor protected by federal, state or local law. Seller certifies and represents that Seller is legally entitled to convey the entire Property and all improvements, together with legal access for the purpose of ingress and egress to such Property.
7. Seller will compensate broker as specified below:
 - a. Seller will pay Broker, as commission 6 % of the sale price, or \$ N/A whichever is greater.
 - b. Fees and commission are due to Broker for any Sale regardless of whether the buyer is secured by Broker, Seller or any other person.
 - c. The term "sale" shall include exchanges, leases, options and all other means of transfer. In the event of a Lease, the commission to Broker shall be based on the gross value of the lease and immediately payable upon the date Seller enters a Lease.
 - d. Seller agrees to pay Broker's fees listed above, if within six months after expiration of this Agreement the Seller transfers or contracts to transfer the Property to any prospect(s) procured by or with whom Broker, Seller, or any agent of Broker communicated with during the term of this Agreement.
8. **BROKERAGE RELATIONSHIPS:** Brokerage services are provided in compliance with the provisions of the **OKLAHOMA Real Estate Commission's Rules & Regulations**. Seller acknowledges and confirms that Broker or Salesperson has described and disclosed their duties and responsibilities prior to signing this agreement and that Broker is providing services to both Parties (seller and buyer) in this transaction. Seller represents that no valid or existing brokerage service agreement exists that would conflict with this Exclusive Listing Agreement. Seller acknowledges receipt of the Real Estate Brokerage Relationship brochure, and further acknowledges that a Contract Information Booklet is made available online at www.orec.ok.gov
9. **BINDING EFFECT:** This Agreement, when executed by both Seller and Broker, shall be binding upon Seller and Broker, their respective heirs, personal representatives, successors and permitted assigns. This Agreement sets forth the complete understanding of Seller and Broker and supersedes all previous negotiations, representations and agreements between them. This Agreement can only be amended, modified, or assigned by written agreement signed by both Seller and Broker.
10. **ADDITIONAL TERMS:** Seller represents that the information on this Listing Agreement and any Marketing Data Sheet or disclosure from Seller is a correct, fair, accurate and reasonably complete description of the property upon which the broker or salesperson may rely in describing this property to others.
11. **ATTACHMENTS:**

a. Broker Services Information Sheet	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
b. Property Information Data Sheet	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
c. Federal Lead Paint Disclosure Form	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
d. Residential Property Condition Disclosure	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
e. Residential Non-Occupancy Disclaimer	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
f. Other Documents Attached:	<u>NONE</u>			

Initials: (JS) (JS) () () Seller(s) acknowledge receipt of a copy of this page. Page 3 of 4
 (Revised 3/20/23)


12. SPECIAL PROVISIONS AND EXCEPTIONS: N/A

Seller's Signature:  **Date:** _____
Print Seller's name: Amber Stewart
Address: 1406 Garfield, Idabel, OK 74745
Email: _____
Phone: 405-406-6654 Phone: _____

Seller's Signature:  Jason Stewart (Apr 10, 2024 08:39 CDT) **Date:** 10/04/24
Print Seller's name: Jason Stewart
Address: 1406 Garfield, Idabel, OK
Email: astewart3@elara.com
Phone: 405-406-6654 Phone: _____

Seller's Signature: _____ **Date:** _____
Print Seller's name: _____
Address: _____
Email: _____
Phone: _____ Phone: _____

Seller's Signature: _____ **Date:** _____
Print Seller's name: _____
Address: _____
Email: _____
Phone: _____ Phone: _____

Authorized Associate or Broker:  Rachel Sain (Apr 2, 2024 08:15 CDT) **Date:** 02/04/24
Licensee Name: Rachel Sain PH: 870-562-1342
Licensee Email: Rachel.sain@huntingcountry.net

THIS IS A BINDING CONTRACT - IF NOT UNDERSTOOD SEEK LEGAL ADVICE FROM AN ATTORNEY



OKLAHOMA REAL ESTATE COMMISSION

What You Need to Know About Broker Services

A real estate broker may work with one or both Parties to a real estate transaction. *The Oklahoma Broker Relationships Law (Title 59, Oklahoma Statutes, §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.*

Oklahoma real estate brokers have mandatory duties and responsibilities to all Parties in a real estate transaction. *These duties and responsibilities shall be described and disclosed in writing prior to signing a contract to sell, purchase, lease, option or exchange real estate. These duties and responsibilities are to:*

- *Treat all Parties with honesty and exercise reasonable skill and care.*
- *Receive all written offers and counteroffers, reduce offers or counteroffers to a written form upon request of any party to a transaction and present timely all written offers and counteroffers (unless specifically waived in writing by a party).*
- *Timely account for all money and property received by the broker.*
- *Disclose information pertaining to the property as required by the Residential Property Condition Disclosure Act.*
- *Comply with all requirements of The Oklahoma Real Estate License Code and all applicable statutes and rules.*
- *Keep confidential information received from a party or prospective party confidential unless written consent is granted by the party, the disclosure is required by law, or the information is public or becomes public as the results of actions from a source other than the broker. Confidential information includes:*
 - *That a party is willing to pay more or accept less than what is being offered*
 - *That a party or prospective party is willing to agree to financing terms different from those offered*
 - *The motivating factors of the party or prospective party purchasing, selling, leasing, optioning or exchanging the property*
 - *Any information specifically designated as confidential by the party unless such information is public.*

A broker has additional duties and responsibilities only to a party for whom the broker is providing brokerage services. *These duties and responsibilities shall also be described and disclosed in writing prior to signing a contract to sell, purchase, lease, option and exchange real estate. These duties are to:*

- *Inform the party in writing when an offers is made that the party will be expected to pay certain costs, brokerage services costs and approximate amount of the costs.*
- *Keep the party informed regarding the transaction.*

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.*

Disclosure of these duties and responsibilities is required in writing. *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.*

Services provided to a tenant do not automatically create a broker relationship. *When a broker provides brokerage services to a landlord under a property management agreement, the services provided to the tenant by the broker shall not be construed as creating a broker relationship between the broker and the tenant unless otherwise agreed to in writing; however, the broker owes to the tenant the duties of honesty and exercising reasonable skill and care.*

BUYER or SELLER acknowledges receipt

BUYER or SELLER acknowledges receipt

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.

Property Address: 1406 Garfield, Idabel, OK 74745

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) 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*.
- (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)

- (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.

	10/4/24		10/04/24
Seller	Date	Seller	Date
_____	_____	_____	_____
Purchaser	Date	Purchaser	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

PROPERTY INFORMATION & MARKETING DATA SHEET

Seller represents that the information on this Marketing Data Sheet is a correct, fair, accurate and reasonably complete description of the property upon which the broker or salesperson may rely in describing this property to others.

1. SELLER: Amber Stewart and Jason Stewart
2. PROPERTY ADDRESS/LEGAL DESC: 1406 Garfield
3. LOT SIZE/ACREAGE 1 Lot OCCUPIED/VACANT/LEASED Occupied by Owner
4. BUILDINGS AND IMPROVEMENTS:
 - a. Primary Structure: Brick Home
 - b. # Bedrooms 3 # Full Baths 2 # ½ Baths _____
 - c. Year Built 1996 Total Sq Ft 1608 # Stories 1
 - d. Sq Ft Living (under a/c) 1608 Sq Ft Basement N/A
 - e. Sq Ft porches/patios _____ Sq Ft Garage 2 Car
 - f. Is Garage Attached Yes Is Garage Enclosed or Open Enclosed
 - g. Source of information above Owner and Tax Assessor Site
5. UTILITIES and source City City PSO ONG None
 Water Sewer Electric NatGas Propane
6. OTHER UTILITY SOURCES N/A
7. HVAC (gas/elect) Electric Fireplaces 1 Gas Other heat/cooling N/A
8. WATER WELLS (number, type, pumps, tanks) None
9. ADDITIONAL STRUCTURES AND IMPROVEMENTS Detached Shop on Concrete Slab
10. SOURCES - Information provided by: Owner and Tax Assessor Site

 _____ (assessor, appraiser, public records, builder, survey, seller, etc)
11. REAL ESTATE TAXES LAST YEAR \$ 1,000 Approx. EXISTING MORTGAGE Yes
12. ADDITIONAL COSTS, HOA, ASSOCIATION, ETC None
13. DESCRIPTION AND SPECIAL FEATURES (attach more pages if necessary)
3 Bedroom, 2 bath home located in Southern Oaks Subdivision in Idabel, OK. This home was remodeled last year and has all new flooring and newly remodeled bathrooms.

Amber Stewart 4/10/24

Seller

Date

Seller

Date

Seller

Date


John Deere (Apr 10, 2024 10:39 AM CDT)

Seller

04/10/

Date

Seller

Date

Seller

Date

APPENDIX A. RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT

Notice Oklahoma Law (the "Residential Property Condition Disclosure Act," Title 60, O.S., §831 et. seq., effective July 1, 1995) requires Sellers of 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 and 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 _____

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 <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Solar	✓			
Water Purifier				✓
Water Softener <input type="checkbox"/> Leased <input type="checkbox"/> Owned				✓
Sump Pump				✓
Plumbing	✓			
Whirlpool Tub				✓
Sewer System <input checked="" type="checkbox"/> Public <input type="checkbox"/> Septic <input type="checkbox"/> Lagoon	✓			
Air Conditioning System <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Heat Pump	✓			
Window Air Conditioner(s)				✓
Attic Fan				✓
Fireplaces	2 ✓			
Heating System <input checked="" type="checkbox"/> Electric <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Heat Pump	✓			
Humidifier				✓
Ceiling Fans	✓			
Gas Supply <input type="checkbox"/> Public <input type="checkbox"/> Propane <input type="checkbox"/> Butane	✓			
Propane Tank <input type="checkbox"/> Leased <input type="checkbox"/> Owned				✓
Electric Air Purifier				✓
Garage Door Opener	2 - ✓			
Intercom				✓
Central Vacuum				
Security System <input type="checkbox"/> Leased <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Monitored <input type="checkbox"/> Financed	✓			

Buyer's Initials _____ Buyer's Initials _____

Seller's Initials AB Seller's Initials AS

LOCATION OF SUBJECT PROPERTY _____

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 <input type="checkbox"/> Leased <input type="checkbox"/> Owned <input type="checkbox"/> Financed				✓
Source of Household Water <input checked="" type="checkbox"/> Public <input type="checkbox"/> Well <input type="checkbox"/> Private/Rural District	✓			

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) <input checked="" type="checkbox"/> residential <input type="checkbox"/> commercial <input type="checkbox"/> historical <input type="checkbox"/> office <input type="checkbox"/> agricultural <input type="checkbox"/> industrial <input type="checkbox"/> urban conservation <input type="checkbox"/> other <input type="checkbox"/> unknown <input type="checkbox"/> no zoning classification		
2. Is the property designated as historical or located in a registered historical district or historic preservation overlay district? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 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  Seller's Initials 

LOCATION OF SUBJECT PROPERTY _____

Additions/Alterations/Repairs (Continued from Page 2)

	Yes	No
16. Approximate age of roof covering, if known _____ number of layers, if known _____		
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? If yes, annual cost \$ _____		✓
20. Are you aware of any damage caused by termites or wood-destroying organisms?		✓
21. Are you aware of major fire, tornado, hail, earthquake or wind damage?		✓
22. Have you ever received payment on an insurance claim for damages to residential property and/or any improvements which were not repaired?		✓
23. Are you aware of defects pertaining to sewer, septic, lateral lines or aerobic system?		✓

Environmental


	Yes	No
24. Are you aware of the presence of asbestos?		✓
25. Are you aware of the presence of radon gas?		✓
26. Have you tested for radon gas?		✓
27. Are you aware of the presence of lead-based paint?		✓
28. Have you tested for lead-based paint?		✓
29. Are you aware of any underground storage tanks on the property?		✓
30. Are you aware of the presence of a landfill on the property?		✓
31. Are you aware of the existence of hazardous or regulated materials and other conditions having an environmental impact?		✓
32. Are you aware of the existence of prior manufacturing of methamphetamine?		✓
33. Have you had the property inspected for mold?		✓
34. Are you aware of any remedial treatment for mold on the property?		✓
35. Are you aware of any condition on the property that would impair the health or safety of the occupants?		✓
36. Are you aware of any wells located on the property?		✓
37. Are you aware of any dams located on the property? If yes, are you responsible for the maintenance of that dam? <input type="checkbox"/> Yes <input type="checkbox"/> No		✓

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?		✓
39. Other than utility easements serving the property, are you aware of any easements or right-of-ways affecting the property?		✓
40. Are you aware of encroachments affecting the property?		✓
41. Are you aware of a mandatory homeowner's association? Amount of dues \$ _____ Special Assessment \$ _____ Payable: (check one) <input type="checkbox"/> monthly <input type="checkbox"/> quarterly <input type="checkbox"/> annually Are there unpaid dues or assessments for the property? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, what is the amount? \$ _____ Manager's Name _____ Phone Number _____		✓
42. Are you aware of any zoning, building code or setback requirement violations?		✓
43. Are you aware of any notices from any government or government-sponsored agencies or any other entities affecting the property?		✓
44. 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 

Seller's Initials 

LOCATION OF SUBJECT PROPERTY _____

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?		✓
46. Is the property located in a fire district which requires payment? If yes, amount of fee \$ _____ Paid to Whom _____ Payable: (check one) <input type="checkbox"/> monthly <input type="checkbox"/> quarterly <input type="checkbox"/> annually		✓
47. Is the property located in a private utility district? Check applicable <input type="checkbox"/> Water <input type="checkbox"/> Garbage <input type="checkbox"/> Sewer <input type="checkbox"/> Other If other, explain _____ Initial membership fee \$ _____ Annual membership fee \$ _____ (if more than one utility attach additional pages)		✓
Miscellaneous	Yes	No
48. Are you aware of other defect(s) affecting the property not disclosed above?		✓
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?		✓

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.

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? _____

Amber Stewart 4/10/24 [Signature] 4-10-24
 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 [Signature] Seller's Initials [Signature]