

**UNITED COUNTRY - MIXON REALTY**

**Residential Listing  
Exclusive Right to Sell**

**2507 North Broadway  
Poteau, Ok 74953**

**Listing No.**

10282

**Size:** m/L  
3.31 acres

**Price:** 00-  
\$ 475,000

**Expiration:**

11-18-25

**Owner:** CAROL Walenta

**Email:** \_\_\_\_\_

**Phone:** (972) 697-9697

**Owner mailing address:** 4536 Lancelot Drive

PLANO, TX 75074

**Property mailing address:** 58224 Billy Creek Rd.

**Legal description** Sec 1 Twp 2N Rng 24E Pt  
5 1/2 NE NW Bcg. 440.55 W → sec  
ASSESSOR card for complete legal.

**County:** LEFLORE **Size or acreage:** 3.31

**Road access:** County **Easements:** \_\_\_\_\_

**Services & utilities** Electric

**Average utility costs:** Elect \$ \_\_\_\_\_ Sewer & water \$ \_\_\_\_\_ Gas \$ \_\_\_\_\_  
plus basement/cellae

**DESCRIBE HOME:** Age 1988, SF: 1,152, Construction type: Composition

**Roof type:** Comp., Age & condition: 1988, Type floor: \_\_\_\_\_

**Exterior walls:** Stone, Windows: \_\_\_\_\_, Insulation: \_\_\_\_\_

**Garage:** yes **Porches/patios:** \_\_\_\_\_

**Other features:** \_\_\_\_\_

**Outbuildings:** Garage/shop/horse barn

**Description of land or lot:** Live creek flows through. Near  
Billy Creek & Hwy 63

**Mortgage:** \$ -0- **Financing** \_\_\_\_\_

**Taxes:** \$ 291.31 **Insurance:** \$ \_\_\_\_\_ **Listed Price:** \$ 475,000

**Date buyer receives possession:** upon closing

Signed by:  
Carol Walenta 11/22/2024  
F283B3CA4B05435...

# EXCLUSIVE RIGHT TO SELL LISING AGREEMENT

(This is a legally binding contract. If not understood seek the advice of an attorney)

## TO UNITED COUNTRY - MIXON REALTY:

1. I represent that this description is correct; that I have the legal right to sell the real property described herein and that I can and will duly furnish a good and sufficient warranty deed and abstract showing a merchantable title to said property when sold and I guarantee a legal access for the purpose of ingress and egress to such real property and premises.
2. I represent that the information contained in this listing agreement is a correct, fair, accurate and reasonable description of the property upon which the broker or sales person may rely in describing this property to others, that all serious and material defects, if any, pertaining to this property have been disclosed to the broker in writing. I authorize United Country - Mixon Realty, to use all this information in the marketing of my property.
3. United Country - Mixon Realty is employed on an exclusive right to sell basis to procure a purchaser ready, willing and able to buy my property at the listed price and terms or any other lower price which may be acceptable to me, and to accept and give receipt for any money or deposits received in connection with the sale of my property. An 'Exclusive Right to Sell' listing means that if any other broker or person whomsoever, including myself the owner, finds a buyer, I will pay the agreed commission to United Country - Mixon Realty.
4. I agree to pay United Country - Mixon Realty forthwith as commission 6% of the selling price. over 400,000<sup>00</sup>
5. The term 'Sale' as used herein shall be deemed to include a sale, exchange, lease or lease with option to buy.
6. I agree that my property is to be offered for sale without regard to sex, race, religion, color, ancestry or national origin, age or physical disability.
7. I authorize United Country - Mixon Realty to order on my behalf abstracting, title insurance, drafting of legal documents at my expense and further authorize United Country - Mixon Realty or an authorized closing escrow agent to pay from the cash proceeds of the sale, or if applicable any forfeited funds, the expense of furnishing title insurance and/or abstract update and examination and recording fees, termite inspection, home inspection, survey fees, if applicable, as well as payment of any encumbrance on my property payable by me on or before closing.
8. In the event a buyer fails to complete a sale arising under this agreement, the earnest money deposit shall first be used to pay those expenses incurred with the residue, if any, to be divided equally between myself and United Country - Mixon Realty, but not to exceed the commission agreed upon herein. This section supersedes any terms set out in the sales agreement between Buyer and Seller pertaining to disbursement of earnest money.
9. I  (do) or (do not) authorize placing a for sale sign on my property.
10. I  (do) or (do not) authorize allowing outside Brokers or Agents to show my property.
11. This agreement shall remain in effect for a period of 12 months, except that I reserve the right after 6 months to give a 30 day written notice and terminate this listing. However, after termination if any person that has been procured due to the efforts of United Country - Mixon Realty, I will immediately pay the full commission as provided in No. 4 above.
12. United Country - Mixon Realty has the sole duty to use their best efforts to effect a sale of my property during the term of this agreement, but shall have no obligation and shall not be charged with the custody of the property, its management, maintenance or repair.
13. I, the owner, acknowledge that I have read this agreement and that I understand this is a legally binding contract and that I have received an exact copy of same for my records.

14. The Parties to this listing agreement have agreed to the following exceptions: Seller to pay a 6% COMMISSION if sales price is 400,000 or above.  
COMMISSION adjusted to 5% if under.  
Darali Mixon Broker, will pay cooperating Buyer's Agent out of gross COMMISSION.

### UNITED COUNTRY - MIXON REALTY

Darali Mixon  
 Real Estate Agent  
 Signed by:  
Carol Walenta 11/22/2024  
 Owner F383B3CA4B05435...

Owner

Dated: 11/18/24

### SELLER'S CLOSING ESTIMATE

Abstracting:	\$	<u>350</u>
Revenue:	\$	<u>675</u>
Commission:	\$	<u>28,500</u>
Survey	\$	
Closing fee:	\$	<u>350</u>
Home Warranty:	\$	
Other: <u>TAXES</u>	\$	
Other:	\$	
Total:	\$	<u>29,875<sup>00</sup></u>