

OKLAHOMA REAL ESTATE COMMISSION
SINGLE-PARTY BROKER DISCLOSURE

This Single-Party Broker Disclosure is part of and attached to the following:

- ☐ Buyer Brokerage Agreement
☐ Lease Agreement

- ☒ Listing Brokerage Agreement
☐ Other _____

1. Description of Single-Party Broker Services. A Broker providing services as a Single-Party Broker shall:

- a. perform the terms of the Brokerage Agreement;
- b. treat all parties to the transaction with honesty and exercise reasonable skill and care;
- c. be available to: (i) receive all written offer and counteroffers; (ii) reduce all offers or counteroffers to a written form upon request of any party to a transaction; and (iii) present timely such written offers and counteroffers;
- d. when an offer is made, inform in writing the party for whom the Broker is providing services that such party will be expected to pay certain closing costs, brokerage service costs and the approximate amount of those costs;
- e. keep the party for whom the Broker is performing services informed regarding the transaction;
- f. timely account for all money and property received by the Broker;
- g. keep confidential information received from a party confidential as set stated below;
- h. perform all brokerage activities for the benefit of the party for whom the single-party broker is performing services unless prohibited by law;
- i. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
- j. obey the specific directions of the party for whom the single-party broker is performing services that are not contrary to applicable statutes and rules or contrary to the terms of a contract between the parties to the transaction;
- k. inform the party for whom the Broker is providing services that the party may be vicariously liable for the acts and omissions of the Broker; and
- l. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules.

2. Difference in Role of Transaction Broker. A Transaction Broker has all the duties and responsibilities of a Single-Party Broker except for the duties and responsibilities of:

- a. performing all brokerage activities for the benefit of the party for whom the Broker is performing services,
- b. obeying the specific directions of the party for whom the Broker is performing services that are not contrary to law or the contract between parties, and
- c. keeping the party for whom the Broker is performing services informed regarding the transaction. A Transaction Broker does not provide services for the benefit of a party, but assists in the transaction. In addition, a party for whom a transaction Broker is performing services is not vicariously liable for the acts or omissions of Broker.

3. Confidential Information that can not be disclosed by Broker. The following information is considered confidential, and Broker will not disclose: (a) that a party is willing to pay more or accept less than what is being offered; (b) that a party is willing to agree to financing terms that are different from those offered; and (c) motivating factors of a party purchasing, selling, leasing, optioning or exchanging the Property. Confidential information may be disclosed if consent is granted by the party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker.

4. Consent Requested to Perform Services as a Transaction Broker in Certain Situations.

- a. In the event that the Broker has entered into a single-party Broker Agreement with both parties to a potential transaction, the Broker is required to obtain the consent of either one or both parties to become a Transaction Broker for purposes of that transaction. This situation occurs when the Broker has listed a property for sale as a Single-Party Broker and also provides services as a Single-Party Broker to another party who desires to purchase that property. In such a transaction, the Broker as a Single-Party Broker will perform services for more than one party whose interest could be different or even adverse, and such a transaction requires the Broker to seek the consent of each party to such transaction to permit a change in the brokerage relationship.

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

- party will allow the Broker to change its relationship from performing services as a Single-Party Broker to performing services as a Transaction Broker in this transaction;
- Broker will no longer provide services for the benefit of the party, but may only assist in such transaction;
- Broker will not be obligated to obey the specific directions of a party but will assist all parties to such a transaction;
- party will not be vicariously liable for the acts of the Broker and associated licensees in such transaction; and
- Broker's obligation to keep confidential information received from the party confidential is not affected.

(Initial one of the following.)

 Non-Consent. The undersigned does not consent to the change by the Broker from a Single-Party Broker to a Transaction Broker in such transaction and understands that if neither party gives consent, the Broker shall withdraw from providing services to all but one party to such a transaction.

I understand and have read the aforementioned Single-Party Broker disclosure and accept this on the 12th day of September, 2013.

(Signature)

(Signature)

Kathleen Davis

Exclusive Right-To-Sell or Lease Listing Agreement

In consideration of the services rendered by the Listing Broker ("Broker") named below, the undersigned seller or landlord ("Seller") exclusively lists the property as described below ("Property") for the purpose and on the terms herein stated:

1. **Effect of Listing Agreement.** By designating Broker as exclusive broker, Seller agrees to work through Broker for the sale, lease, option or exchange (collectively "Sale") of the Property and to refer to Broker all inquiries received from real estate brokers, sales persons, prospective buyers or tenants, and from any other source during the time this Listing Agreement is in effect (and during time this Agreement is automatically extended while Property may be under contract) ("Sale Pending"). Any compensation which is conditioned upon the Sale of Property shall be earned by the Broker without discount or allowances for any efforts made by the Seller or by any representative of the Seller in connection with the Sale of the Property.

2. **Sale.** "Sale of Property" or "Sale" means the voluntary transfer or exchange of any interest in the Property, including, without limitation, a contract, lease, option, exchange or sale.

3. **Legal Description.** The Property is described as follows: Lot (s) _____ Block(s) _____, Addition _____ City Atoak, County Atoak, Oklahoma, or as described by lengthy legal description SE NE SW 26-4S-12E, N2 NE SW;SW NE SW 24S-12E Consisting of 40 acres
MOL

which street address is 849 Mossy Glen Zip Code 74725
together with all Seller's right, title, interest and estate in and to oil, gas and other minerals in and under such real estate, if any, and the following items, if any:

Check If To Be Attached:

- ☐ Addendum A, if Property is a Residential Structure or other, if applicable
☐ Addendum B, if Commercial, Farm, Ranch, Vacant Lot, Land or other type of Real Estate

The following items shall NOT remain with the Property: _____

4. **Listing or Lease Price.**

A. Seller lists Property for \$ 149,000.00 the ("Sales Listing Price") and agrees to sell the Property for the Sales Listing Price or any other price acceptable to Seller. Seller understands that certain expenses will be incurred in the Sale.

B. The "Lease Price" is \$ _____, and Seller agrees to lease the Property for the Lease Listing Price or any other price acceptable to Seller.

5. **Duration of This Agreement.** This Listing Agreement shall commence on September 13, 2013 and shall continue until the earlier of the following:

- A. The completion of the Sale of the Property by Seller;
B. Midnight March 13, 2014, or, if necessary, this date shall be automatically extended by such time period defined in the Contract of Sale as the "Closing Date", or any extension thereof, which the Seller may have accepted on the Property during the term of this Listing Agreement and except as provided in Paragraph 7 D below;

C. At the sole option of the Broker, the inability of Broker to obtain consent from a Buyer to change the brokerage relationship if the Single-Party Broker Disclosure is attached; or

Seller's Initial(s) [Signature]

Exclusive Right-To-Sell or Lease Listing Agreement con't.

Property Address: 849 Mossy Glen, Atoak, OK 74725

D. With the mutual written consent of the parties of this Agreement to terminate the Listing Agreement.

6. **Broker's Services.** A Broker may enter into a written brokerage agreement to provide services as either a Single-Party Broker or a Transaction Broker. Broker shall perform services described in the attached: (Check one)

☒ A. As a Single-Party Broker in accordance with the Single-Party Broker Disclosure;

OR

☐ B. As a Transaction Broker in accordance with the Transaction Broker Disclosure.

Note: The Oklahoma Broker Relationship Act provides: If a Transaction Broker or Single-Party Broker intends to perform fewer services than those required to complete a transaction, written disclosure shall be provided to the party for whom the Broker is providing services. Such disclosure shall include a description of those steps in the transaction for which the Broker will not perform services, and also state that the Broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner. Such disclosures, if any, shall be described and signed on a separate attached agreement.

7. **Compensation to Broker:**

A. **Compensation.** For services performed by Broker, Seller shall pay the Broker as follows:

i) Sale Compensation: 6.000 % of the gross sales price of the Property.

OR \$ _____

ii) Lease Compensation: _____ % of the gross rental payments under the lease of Property

OR \$ _____

iii) If a cooperating broker is procuring cause of the Sale or Lease, Listing Broker will compensate that broker by either _____ % of Sale Price or Lease Price **OR \$** _____, whichever is applicable in i) or ii).

B. **Earned Compensation.** Compensation shall be earned when any of the following occurs during the term of this Listing Agreement.

i) Any Sale of the Property by Seller to anyone at any price on any terms;

ii) Broker, or in cooperation with another broker, finds a Buyer who is ready, willing and able to buy, lease, option or exchange the Property at the Sales Listing Price or the Lease Listing Price or for any other price acceptable to Seller; or

iii) Seller breaches this Listing Agreement, including, without limitation, the removal or withdrawal of the Property or any portion of the Property from the market and then contributes, conveys or transfers the Property or any interest therein to a partnership or other entity during the term of this Listing Agreement.

C. **Payable Compensation.** Compensation is earned and payable, either during the term of this Listing Agreement or after its expiration or termination, at the earlier of:

i) The closing of any Sale of the Property;

ii) The execution of a lease or rental agreement for the Property by Seller and any tenant;

iii) Seller's refusal to sell or lease the Property after the Sale Compensation or Lease Compensation has been earned;

iv) Seller's breach of this Listing Agreement;

v) Seller's breach of this Listing Agreement as described in paragraph 7.B. iii); or

vi) At such time as otherwise set forth in this Listing Agreement.

Seller's Initial(s)

Exclusive Right-To-Sell or Lease Listing Agreement con't.

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D. Extension Period. Within _____ days (10 if left blank) after the termination or expiration of this Listing Agreement, the Broker shall submit to the Seller, in writing, the names of Registered Buyer (A "Registered Buyer"). A Registered Buyer is any buyer or tenant to whom the Broker has shown the Property, to whom has been informed of the Sales Listing Price or Lease Listing Price or with whom Broker has negotiated concerning the Property. If within _____ days (90 if left blank), Seller enters into a contract for the Sale or Lease of the Property to a Registered Buyer, Seller shall pay Broker an amount equal the Sale or Lease Compensation. If the Seller lists the Property upon termination or expiration of this Listing Agreement as described in Paragraph 5 B. with another licensed real estate broker, this extension of time period above and this subparagraph shall not apply.

E. Other fees.

- i) If the Seller receives earnest money or liquidated damages from a breach of contract with a Buyer, Seller will pay Broker the lesser of one-half of such amount or the Sale or Lease Compensation, whichever is applicable. Any amount received by the Broker under this subparagraph is in addition to any amount that Broker may be entitled to receive from any subsequent Sale or Lease of the Property.
- ii) Transaction Fee. In addition to the Compensation set forth above, Seller shall pay Broker a transaction fee in the amount of \$ n/a , and shall be payable _____ .
- iii) Closing Fee. In addition to the Compensation set forth above, Seller shall pay Broker a Closing Fee in the amount of \$ n/a and shall be payable _____ .

8. Disclosures Required by Seller:

A. Seller shall provide Buyer with disclosures and notices as required by law. Seller must complete, sign and date required disclosures to the best of Seller's actual knowledge. Seller authorizes Broker to provide prospective buyers and other brokers with copies of all required disclosures or notices.

B. Seller shall promptly notify Broker and amend the applicable disclosures and notices if the documents become out-dated or inaccurate, or if Seller becomes aware of any defect including without limitation, any defect known after an inspection.

C. Seller acknowledges that the Broker has a duty to disclose to any buyer any defects in the Property actually known to the Broker.

D. Seller will protect, defend, indemnify and hold the Broker and its affiliated licensees as well as other other broker(s) and its affiliated licensees harmless from any and all damages, costs, attorney fees or expenses arising from Seller's failure to disclose any defect of which Seller had actual knowledge or information as required by law or communication of any incorrect information to Broker and its affiliated licensees, other broker(s) and its affiliated licensees or to any prospective buyers.

9. Term Broker Defined. Each broker associate, sales associate and provisional sales associate shall be associated with a real estate broker. A real estate broker may authorize associates to provide services in the name of the real estate broker as permitted under the Oklahoma Real Estate License Code, which may include the execution of written agreements like this Listing Agreement and related documents; however, such associates shall not refer to themselves as a broker.

10. Disseminating Listing and Sales Information.

A. Broker is authorized to file listing information about the Property with the Multiple Listing Service (the "MLS") or other listing-type services with whom the Broker is affiliated. Broker is a member of MLS

TEXOMA MULIPLE LISTING SERVICE

or other listing service of _____ .

Seller's Initial(s)

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B. Seller authorizes Broker to place information and, if applicable, photographs about the Property on the Internet either directly or through a program of the MLS, other listing services, Broker's Website or service providers who service Internet promotions of listings.

C. Upon the closing of a Sale of the Property, Broker is required to submit information about the Property, sales price of the Property and contract terms to the named MLS or other service provider for publication to subscribers (other brokers, other real estate professionals and appraisers) for market evaluation or for appraisal purposes (any information or data, including information about a Sale, becomes the property of the named MLS [or other service provider] for all purposes).

11. Access to the Property if Property Includes a Dwelling or Structure.

A. Authorizing Access. Seller authorizes permission to another person to enter the Property, disclosing any security codes affecting the Property to such person and lending a key to the Property to such person either directly or through a Key Box. To facilitate the showing and Sale of the Property, Seller authorizes Broker to access the Property at any reasonable hour and authorize the Broker and its affiliated licensees, other brokers and its affiliated licensees, inspectors, appraisers and repair persons access to the Property at reasonable hours.

B. Key Box Notice. A Key Box is a locked container with a key placed inside and located on the Property to make it more convenient for the persons with authorized access described in paragraph above. The Key Box may be opened by persons possessing a special combination, key, electronic key or a programmed access card. These persons may enter the Property, even in the Seller's absence. The use of the Key Box will probably increase the number of showings, but may involve risks such as unauthorized entry or theft. Please discuss the advantages and disadvantages of the Key Box with your Broker, insurance agent and/or your attorney.

- i) Broker (**Check one**): ☒ is ☐ is not authorized by Seller to place a Key Box containing a key to the Property on the Property.
- ii) If Property is occupied by a tenant during the time of this Agreement, Seller will provide Broker a written statement, signed by all tenants, authorizing the use of the Key Box or Broker may remove any Key Box from the Property.
- iii) Seller acknowledges and understands that the lock box system nor any other component of the lock box system is NOT intended or designed as a security device.
- iv) Seller will protect, defend, indemnify and hold Broker and its affiliated licensees, other broker(s) and its affiliated licensees harmless from any damages or claims arising from authorizing access to the Property or the use of the Key Box including, but not limited to, damages to or loss of real or personal property or personal injury not caused by Broker's negligence. Seller assumes all risk of any loss, damage and injury.

12. Broker's Authorization. Broker or its affiliated licensees are not authorized to execute any document in the name of or on behalf of Seller with respect to the Property. Seller authorizes the Broker or otherwise agrees and confirms to the following:

A. Broker shall advertise Property by means and methods as Broker determines.

B. Broker shall place a "For Sale" or "For Lease", if applicable, on the Property, and Seller shall remove all other signs offering Property for sale or lease.

C. Seller, at Seller's expense, shall turn on or leave on until closing or termination of this Listing Agreement all utilities (providing that type of Property listed can be serviced with utilities) or have a service person do so in order to show Property or to permit inspection of the Property.

D. Broker will accept earnest money and deposit the earnest money in Broker's trust account in accordance with terms of a contract for Sale of the Property unless the terms of contract may dictate that another party will hold the earnest money.

Seller's Initial(s) _____

Exclusive Right-To-Sell or Lease Listing Agreement con't.

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E. Broker may furnish sales information about other properties to any prospective buyer.

F. Broker shall have authorized access to the Property at any reasonable hour to show Property to any prospective buyer.

G. Broker will disseminate information about the Property to seek assistance from and offer compensation to other brokers providing services to buyers as Single-Party or Transaction Brokers.

H. Broker will be provided all information pertaining to any present mortgage(s) on the Property from any holder of any note secured by a lien on the Property or any mortgage service company. If financing is offered in this Sale for Buyer to assume Seller's mortgages, then Broker may furnish information pertaining to the mortgage balance. Mortgage and lien information will be released to title company closing the Sale, and Seller will provide escrow closing agent with Seller's social security or Taxpayer's Identification Number, whichever is applicable.

I. Broker is not responsible for the information received by Seller regarding balances on existing mortgages and liens used in preparation of estimated closing and broker costs.

J. Seller represents that the Property (check one) ☒ is NOT subject to a special assessment, or ☐ is subject to a special assessment of which \$ _____ is unpaid.

K. Seller has fee simple title to and possession of the Property and its improvements and fixtures thereon, unless rented, and the legal capacity to convey the Property.

L. Seller is not now a party to a listing agreement with another broker for sale, exchange, option or lease of the Property.

M. Seller represents that no person or entity has any right to purchase, lease or acquire the Property by of an option, right of first refusal, contract to purchase or other agreements.

N. Seller will provide Broker with copies of all leases, rental agreements and rental deposits, if any, pertaining to the Property and advise Broker of any tenants moving in or out of the Property.

O. Seller represents that there are no delinquencies or defaults under any mortgages or other encumbrance on the Property.

P. Property is not subject to probate proceedings, foreclosure, divorce proceedings or the jurisdiction of any court.

Q. Seller will cooperate fully in good faith with Broker to facilitate the showing and marketing of the Property and will not negotiate with any prospective buyer who may contact Seller directly.

R. Property (check one) ☒ is not subject to a mandatory homeowner association, or ☐ is subject to a mandatory homeowner association with annual dues in the amount of \$ _____ payable _____.

S. Property (check one) ☒ is not, or ☐ is in an historical preservation district.

T. Seller will make available the existing abstract of title to the Property when the Property is under Sale Pending unless the abstract is stored at the title company at which the Property was last closed.

U. Seller represents that all information pertaining to the Property provided to the Broker is true and correct, and Seller will notify Broker in the event of any changes to this information and representation.

13. Other Seller's Authorization.

A. In response to Buyers or cooperating brokers, the Listing Broker and affiliated licensees may disclose, with Seller's approval, the existence of offers on the Property. Where disclosure is authorized, Broker shall also disclose whether offers were obtained by listing licensee, another licensee in the listing firm or by a cooperating broker.

Check One: ☒ May Disclose Offers ☐ May NOT Disclose Offers

Seller's Initial(s)

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B. The cooperating broker or other licensees in the Listing Broker's firm may request to be present in the presentation to the Seller of any offer this licensee secures to purchase or lease. The Seller may give written permission, which this page only will serve as instructions, that the cooperating broker and other licensees may not be present when offer is presented. If authorization is granted for presentation, it does not grant the right to be present during discussion or evaluation of that offer nor does it diminish Listing Broker's right to control appointments for such presentation.

Check One: ☐ May Present Offer ☒ May **NOT** Present Offer

14. **Seller's Indemnification.** Broker is not responsible for managing, security or inspection of the Property. If the Property is or becomes vacant during the terms of this Agreement, Seller must notify Seller's insurance company and request a Vacancy Clause to cover the Property. Broker is not responsible or liable for personal injury to any person or loss or damage to any person's real or personal property from i) acts of third parties; ii) vandalism; iii) theft; iv) freezing water pipes; v) dangerous condition on the Property; vi) Property's non-compliance with any law or ordinance; and vii) any act or omission not caused by Broker's negligence. Seller agrees to protect, defend, indemnify and hold Broker and its affiliated licensees harmless from any liability for which Broker is not responsible under this Agreement.

15. **Residential Service Agreement.** A Residential Service Agreement is a policy in which a company may repair or replace certain components or operating systems for a fee. Residential Service Agreements, depending on the various companies, have a varied deductible amounts to be paid on repairs and replaced items and varied prices of policies. Some policies cover items for the Seller and cover a limited period of time for the Buyer. An administration fee may be paid to the Broker who initiates the Service Agreement. Additional information concerning the Service Agreement is available. Seller (check one) ☐ shall, OR ☒ shall **NOT** purchase a Service Agreement.

16. **Additional Provisions.** _____

17. **Default.** If Seller breaches this Listing Agreement, including but not limited to Sale of the Property without Broker's knowledge and consent, Seller is in default and will be liable to Broker for the amount of compensation specified in this Listing Agreement. If the Broker breaches this Listing Agreement, Broker is in default and Seller may exercise any remedy at law.

18. **Mediation.** Any dispute, arising between the Seller and the Broker with respect to this Listing Agreement, shall first be submitted to a dispute resolution mediation system servicing the area in which the Property is located.

19. **Attorneys' Fees.** If Seller or Broker is a prevailing party in any legal proceeding as a result of a dispute under this Listing Agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorneys' fees.

20. **Acknowledgment.** Seller acknowledges receipt of State of Oklahoma Uniform Contract Information Pamphlet (applicable only if required in the type of listing), Estimate of Costs associated with the selling the Property, Disclosure of the Broker Relationship as attached and a copy of the Listing Agreement.

21. **Entire Agreement.** This Listing Agreement and any Addenda contain the entire agreement between the parties and may not be changed except by written agreement.

22. **Assignability.** This Listing Agreement may not be assigned by either party without the written approval of the other party.

23. **Binding Effect.** This Listing Agreement is binding upon and inure to the benefit of the parties hereto, their respective personal representative, heirs, successors and permitted assigns.

Seller's Initial(s)

Exclusive Right-To-Sell or Lease Listing Agreement con't.

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24. **Joint and Several.** All Sellers executing this Listing Agreement are jointly and severally liable for the performance of all its terms of the Listing Agreement.

25. **Governing Law.** The laws of the State of Oklahoma govern the interpretation, validity, performance of all the terms of the Listing Agreement.

26. **Severability.** If any clause in this Listing Agreement is found to be invalid or unenforceable by a court of law, the remainder of this Listing Agreement will not be affected and all other provisions of this Agreement will remain valid and enforceable.

27. **Counterparts.** If more than one person is named as Seller, this Listing Agreement may be executed by each Seller individually, and when so executed, such copies taken together shall be deemed to be a full and complete agreement between the parties.

28. **Additional Notices.**

- A. Compensation or the sharing of fees between the brokers is not fixed, controlled, recommended, suggested or maintained by the Oklahoma Association of REALTORS®, any MLS or any listing service. Compensation is determined by individual brokerage firms.
- B. Fair housing laws require the Property to be shown and made available for sale to all persons without regard to age, race, color, religion, sex, handicap, familial status or national origin.
- C. Seller agrees that upon the acceptance of a contract by Seller, Broker shall have no duty thereafter to submit subsequent written bonafide offers for the purchase of the Property unless such contract specifically provides otherwise or the transaction described in such contract does not close.
- D. Broker cannot give legal advice. Upon signing below, this is a legally binding agreement. If you do not understand the effect of this Listing Agreement, consult your attorney BEFORE signing.

Executed by Seller on this day 12th of September, 2013

Seller's Telephone (Home) _____ (Work) _____

(Cell) (580) 513-4501 (Fax) _____

(E-mail) _____

Seller's Address (If other than Property) 850 Mossy Glen
Atoka, OK 74525

Seller's Company/Firm (if applicable): _____

Barbara L Smith

Seller (Print)


Seller (Signature)

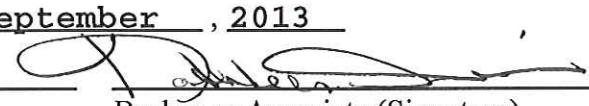
Seller (Print)

Seller (Signature)

Executed by Broker on this day 12th of September, 2013

COLDWELL BANKER/VANMETER SELECT

Broker (Company)


Broker or Associate (Signature)
Kathleen Davis

Telephone: (580) 924-8404

Telephone: (580) 380-9878

Email davisbloodstock@yahoo.com

SQUARE FOOTAGE ACKNOWLEDGEMENT

Square footage measurements of a Property (intended to include a residential dwelling, improvements and lot; vacant lot; acreage; or leased residential property) can vary from a few feet to several hundred feet, regardless of the source of information, and may be affected by alterations or the manner in which the Property was measured. There is no single uniform system for the precise measurement of a Property. There are often discrepancies and inaccuracies in measurements of the Property.

The Broker/Associate (intended to include Listing Broker/Associate, Selling Broker/Associate, and Leasing Broker/Associate) has not measured the Property. **The Broker/Associate makes no representation or warranty, expressed or implied, of the size of the Property or the accuracy of any measurements of the Property.**

- ✓ Square footage measurements can vary greatly and the Broker/Associate only reports information contained in any appraisals of the Property provided by the Seller/Lessor, builder plans or permits, and public tax records.
- ✓ The Broker/Associate has no duty or obligation to independently investigate or measure the size of the Property.
- ✓ The Broker/Associate has no duty or obligation to independently verify the accuracy of square footage measurements contained in any appraisals of the Property provided by the Seller/Lessor, builder plans or permits, or public tax records.
- ✓ **In making the decision to purchase/lease, Buyer/Lessee is not relying on the square footage measurements of the Property contained in any document, appraisal, report, advertisement, multiple listing service report, or other information provided by the Broker/Associate.**

As Buyer/Lessee, it is your right to determine and satisfy for yourself the square footage (size) of the Property. You have the right to measure or to hire your own professional or other individual you believe capable of measuring the Property. Such measurements must be completed within the Investigation, Inspections and Reviews time period provided for in the Contract of Sale of Real Estate or the lease contract.

By signing below Buyer/Lessee acknowledges having received, read and signed this Square Footage Acknowledgement prior to entering into a contract for the purchase/lease of the Property.

Buyer/Lessee Signature (Date)

Buyer/Lessee Signature (Date)

Seller/Lessor acknowledges receipt of signed Square Footage Acknowledgement with Buyer's/Lessee's offer to purchase/lease the Property.

Seller/Lessor Signature (Date)
Barbara L Smith

Seller/Lessor Signature (Date)

(This form, after signed by Buyer/Lessee, is to be presented with offer to purchase/lease to Seller/Lessor)

OKLAHOMA REAL ESTATE COMMISSION

ESTIMATED NET TO SELLER

Property Address: 849 Mossy Glen Atoak, OK 74725 Closing Date _____

Sales Price \$ 149,000.00

Buyer's Loan Amount \$ _____

(Note: Number on left corresponds to HUD-1 Form)

Conv	FHA	VA	Assump.	Cash
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500. Taxes

Prorated County Taxes <u>12</u> months	839.00				

700. Broker's Fees

Commission <u>6.000</u> %	8,940.00				
Seller's Closing Fee					

800. Items Payable in Connection with Loan

Loan Discount %					
Final Inspection (Lender)					
*Seller Paid Buyer Costs-Required					
Seller Paid Buyer Costs (per Contract)					

1100. Title Charges

Settlement or Closing Fee – (all on VA)	250.00				
Attorney Fee – Note & Mortgage					
Abstracting & Certification	775.00				
Special Assessments Letter					
Federal Court Check					
UCC Certification					

1200. Government Recording and Transfer Charges

Recording Fees	25.00				
Mortgage tax & Mortgage Certificate					
Documentary Stamps	223.50				

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

Estimated Cost To Seller – Page 2- Property Address **849 Mossy Glen
Atoak, OK 74725**

Conv	FHA	VA	Assump.	Cash
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1300. Additional Settlement Charges

Mortgage Inspection Certificate					
FHA/VA Requirements					
Repairs-TRR	500.00				
Wood Infestation Report					
Courier/Express Mail					
Home Warranty Policy (Optional or Prorated)					
Homeowner Association Dues/Assessments					

*ESTIMATED TOTAL SELLING COSTS	11,552.50				
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Sales Price	149,000.00				
Less Estimated 1st Mgt Payoff + 1 mo. interest					
Less Estimated 2nd Mortgage Payoff					
**Less Estimated Total Selling Costs	11,552.50				
Less Owner Carry Mortgage					
Credits to Seller (Purchase Escrow Acct, HOA Prorations, Etc.)					
NET TO SELLER	137,447.50				

* Section 800 – Seller paid Buyer costs include fees associated with an FHA/VA loan which are not allowed to be paid by the Buyer. Costs vary at different financial institutions. **THE ABOVE ARE ESTIMATED** closing costs furnished on the date indicated below and may vary from those at transfer of deed. Payoffs on loans may vary from the figures above.

Seller's Acknowledgement: Seller understands **these figures are approximate and may differ from those at Closing.**

Seller **Barbara L Smith** 09/12/2013
Date

COLDWELL BANKER/VANMETER SELECT
Company Name

Seller 09/12/2013
Date

09/12/2013
Prepared by **Kathleen Davis** Date