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**REAL ESTATE  
AUCTION  
RECEIPT &  
CONTRACT of SALE**

**PURCHASER (S):**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE (S):** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

***Upon approval hereof by the Purchaser at the time of Auction and confirmation of the Sellers, within 72 hours of the Auction, a valid and binding contract of sale between the Seller and Purchaser shall exist, the terms of which are as follows:***

**The Total Purchase Price is \$ \_\_\_\_\_, Payable as follows: 5% received for as follows and the balance due by electronic transfer payable upon delivery of deed as herein provided.**

***This is to acknowledge receipt from the above listed Purchaser (s), the sum of \$ \_\_\_\_\_ which the Sellers (s) and Purchaser (s) hereby acknowledge will be held in escrow by FirstTitle, Vinita, OK for the benefit of Jolienne R Warner & Ted Warner Sr, Sellers, as part payment on the purchase price of the following described real estate situated in Craig County, Oklahoma, to-wit:***

**46.75 +/- Acres 30/25/19 686/577 NW SW SE & NW SE LESS 3.25 A (685/392 685/389).**

**THE FOLLOWING CONDITIONS ARE TO APPLY TO THIS SALE:**

- 1. BROKER RELATIONSHIP:** J.B. Robison Auctioneers are acting as "Transaction Brokers" to the Seller and to the Purchaser. It is our duty and obligation to obtain the highest and best bid on the property possible.
- 2. CONFIRMATION OF AUCTION: THE SALE OF THIS PROPERTY IS SUBJECT ONLY TO CONFIRMATION BY SELLER. This property DOES NOT require Court confirmation.** Bidding shall be open to any person who agrees to abide with the terms and conditions of the Auction as printed and announced.
- 3. STARTING BID:** Any advertised "Starting Bid" is in no way an opinion made by the Seller or Auctioneers of value or minimum acceptable selling price. We publish a Starting Bid to answer the question we are asked the most, "where are you going to start the bid?" Where we start makes little difference, it's always the last bid that counts!
- 4. NO CONTIGENCIES:** This property is being offered for CASH. There are absolutely no inspection, survey or financing contingencies expressed or implied. If the successful Bidder is unable to obtain financing their escrow deposit shall be forfeited to the Seller and the property shall be offered to the second highest Bidder for the balance.
- 5. NO WARRANTIES:** The Seller nor the Auctioneers are not experts regarding the condition of the Auction Property, and no representations, warranties, or guarantees regarding the condition of the Auction Property or it's adaptability for any use are herein expressed or implied. Furthermore, the Seller nor the Auctioneer make no representations, warranties, or guarantees regarding the boundary lines of the Auction Property or their relationship to existing fences or markers of any type if any and that said Auction Property is being sold subject to any and all existing encumbrances or encroachments. The Parties hereto understand and acknowledge that the seller will convey the Auction Property to the Purchaser (s) "as-is"
- 6. PERSONAL PROPERTY INCLUDED WITH THE REAL ESTATE:** Light Fixtures, Window Coverings, Built In Appliances.
- 7. SURVEY:** Selling by legal description only and Survey on file.

**8. TITLE:** Seller shall provide base and/or supplemental abstracts and title insurance commitment which shows marketable title vested in the Seller according to the title standards adopted by the Oklahoma Bar Association and shall deliver at closing a Trustees Deed with the required documentary stamps.

**9. AD VALOREM TAXES:** Prorated to closing date based upon 2018 levy.

**10. UTILITIES:** Shall be transferred closing day.

**11. CLOSING:** The Seller and Purchaser hereby acknowledge that FirsTitle, Vinita, Oklahoma, will be the Escrow and Closing agent. **This transaction shall be closed on or before December 3rd, 2019**, unless Closing is extended as may be required to satisfy title requirements, or by agreement of seller and purchaser. **ANY QUESTIONS REGARDING CLOSING BY EITHER THE SELLER OR PURCHASER SHALL BE MADE DIRECTLY TO THE ABSTRACT COMPANY (918) 256-2617.**

**12. CLOSING FEES TO THE PURCHASER:** In addition to the purchase price, the Purchaser will be charged at closing: \$400.00 closing fees payable to The Title Company, the cost of the buyers title insurance premium if desired and the appropriate charge for filing the deed. **PLEASE NOTE:** The Seller is not responsible for any additional expenses or requirements whatsoever that may be required or requested by the Purchaser's lender if any. The Purchaser is responsible for these fees in addition to the purchase price regardless of their lenders requirements.

**13. POSSESSION:** Exclusive and Peaceable Possession shall be delivered by sellers to Purchasers simultaneous with the closing of this sales transaction and delivery of the deed thereto as hereinabove provided.

**14. DEFAULT OF PURCHASER:** If after the Seller has performed his part of this contract furnishing insurable title, as herein provided, the Purchaser fails to make any further payments or perform any other condition required by him or her by this contract within five days thereafter, then all money heretofore paid on the purchase price, as aforesaid, shall at the option of the Seller be retained as liquidated damages for the breach of this contract by Purchaser, and the parties hereto agree that said amount is a reasonable amount for such damages, and that from the nature of the subject matter it would be impractical and extremely difficult to fix that actual damage.

**15. BINDING EFFECT:** This agreement shall inure to the benefit of and shall be binding upon the Seller and Purchaser, their heirs, legal representatives, successors, and assigns.

**DATED THIS 3rd Day of November, 2019**

**J.B. Robison Auctioneers/Realtors®, by \_\_\_\_\_**

**APPROVAL OF PURCHASER(S):** I (We) hereby agree to purchase the above property for \$ \_\_\_\_\_ in accordance with the above terms. .

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser

**APPROVAL OF SELLERS:** I (We) hereby accept the terms of purchase set out above and acknowledge that the same is a binding contract.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

