

Sequoyah County HOUSE FOR SALE



**103600 S 4620 Rd,
Sallisaw, Oklahoma**

- 6± acres
- Country Home
- Fixer Upper
- Fenced Pasture
- Large Front Yard



Auction

BIDDING ENDS

Wednesday, July 21 @ 6PM CT

John Willhite | 918-775-0156



**Oklahoma Land
& Auction**

MORE INFORMATION:
OKLandandAuction.com

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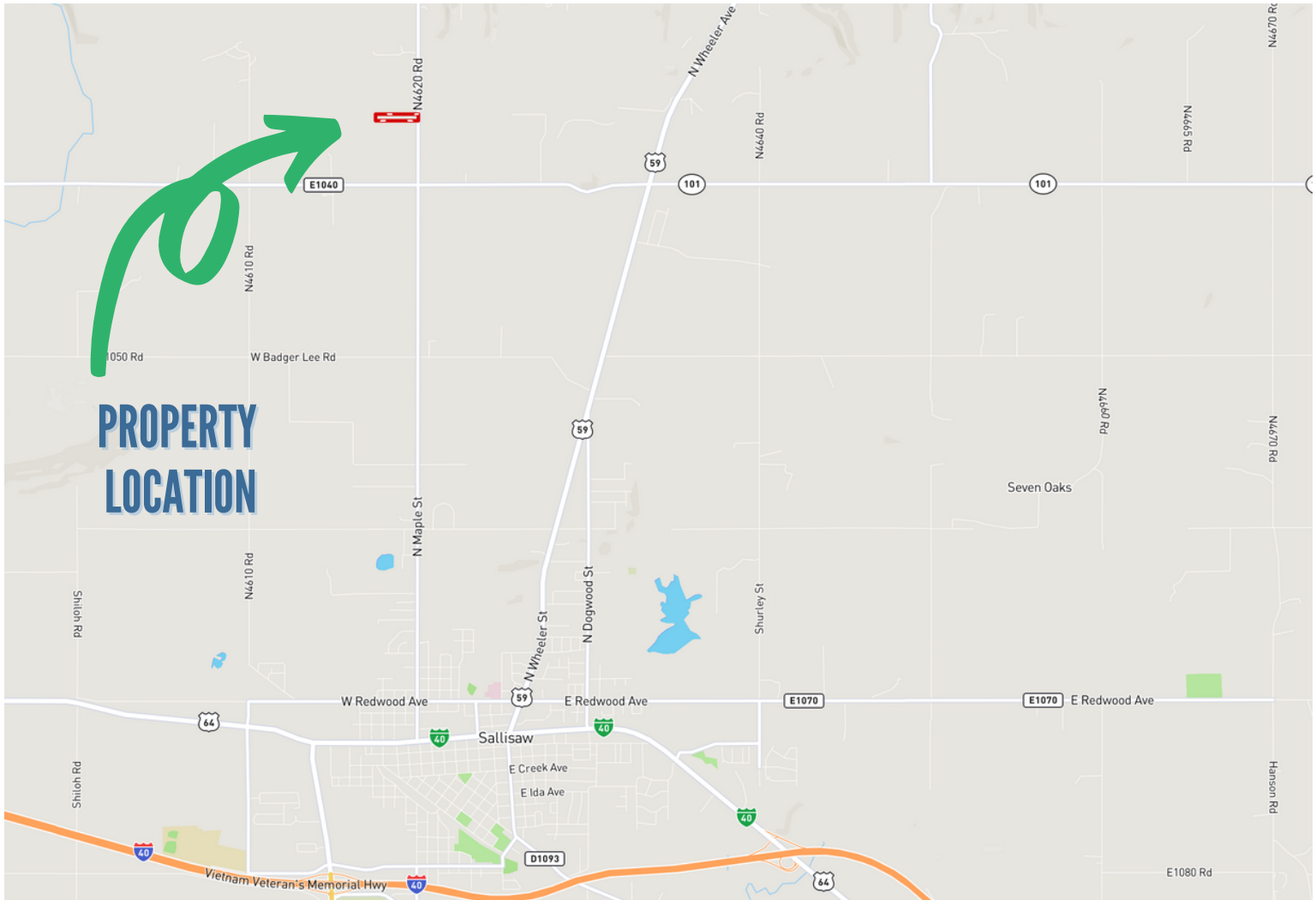
AUCTION
MANAGER

JOHN WILHITE | 918-775-0156 | UNITEDCOUNTRYOKLAHOMA@FASTMAIL.COM

DISCLAIMER

All Information contained is believed to be accurate and from accurate resources. However, buyers are encouraged to do their own due diligence. United Country - Coffey Realty & Auction assumes no liability for the information provided.

LOCATION MAP



AERIAL MAP



TERMS + CONDITIONS

TERMS & CONDITIONS

Sequoyah County, OK - Land Auction

6 +/- Acres & House Sequoyah County

All bidders and participants in this auction sale hereby agree that they have read and fully understand the following terms. By participating in this auction sale, bidders and participants further agree to be bound by the terms and conditions of auction contained herein.

AUCTION DATE & TIME: Friday – July 21, 2023 – 6:00pm CDT

AUCTION LOCATION: Online Auction: oklandandauction.com

METHOD OF SALE: The property will be offered in one tract. Bids will begin to close at 6:00pm CDT using a “Soft Close” internet (Online) bidding platform. Once there has been a period of 5 minutes without bidding activity all bidding will close.

SUBJECT TO PRIOR SALE: The seller reserves the right to sell the property prior to the auction. All pre-auction offers must be submitted to United Country - Oklahoma Land & Auction.

BUYERS PREMIUM: The contract purchase price will include a Buyer's Premium equal to 10% of the high bid amount.

DOWN PAYMENT: A \$10,000 non-refundable down payment based on the total purchase price (which includes the buyer's premium), shall be due immediately following the auction by end of business 07/24/2023. The down payment may be made in the form of a direct wire transfer, cashier's check, personal check, or corporate check payable to: Valley Land Title Company - 100 N Oak St, Sallisaw, OK 74955

NOT SUBJECT TO FINANCING: The real estate purchase agreement is NOT subject to the Bidders ability to obtain financing, so all Bidders must have any needed financing arranged prior to bidding at the auction. Down Payment deposits are “non-refundable” in the event a Bidder cannot complete closing.

ACCEPTANCE OF BID PRICES: All successful bidders will be required to enter into Purchase Agreements at the end of the online bidding immediately following the close of the auction. Auction sales contracts will be emailed to the winning bidders. All final bid prices are subject to the Sellers, and the Courts acceptance or rejection.

Auction staff will be available via phone before and during the auction if bidders would prefer to Bid via phone.

TERMS + CONDITIONS

EVIDENCE OF TITLE: A current / updated Abstract or Owners Title Policy will be provided by the seller at seller's discretion.

DEED: Title shall transfer by Warranty Deed

CLOSING: The balance of the real estate purchase price is due at closing, which will take place on or before Aug. 25, 2023 – 10:00am CT. Closing will be held at Valley Land Title Company - 100 N Oak St, Sallisaw, OK 74955. Closing and Recording fees to be paid by the buyer.

POSSESSION: Possession stated herein is subject to successful closing and transfer of title.

REAL ESTATE TAXES: All real estate taxes will be prorated to day of closing

PROPERTY INSPECTION: Auctioneer strongly recommends that any prospective Bidder personally inspect the Property prior to the Auction.

Preview date: Saturday July 15, at 1:00 pm CDT. Contact John Wilhite 918-775-0156

Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries, and due diligence concerning the property. Inspection dates have been scheduled and will be staffed with auction personnel. Further, Seller disclaims any and all responsibility for Bidders safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale.

ACREAGE: All acreage, dimensions, and proposed boundaries are approximate and have been estimated based on current legal descriptions and/or aerial photos and mapping program.

SURVEY: Seller will provide a preliminary survey. Buyer will be responsible for finalizing any survey requirements.

AGENCY: United Country - Oklahoma Land & Auction and its representatives are exclusive agents of the Seller.

ONLINE AUCTION TECHNOLOGY DISCLAIMER:

Under no circumstances shall bidder have any kind of claim against United Country - Oklahoma Land & Auction, LLC, broker of record or anyone else if the internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount If they are concerned about technology failure during the auction.

The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.

TERMS + CONDITIONS

SELLER: Estate of Charles W. Alden

DISCLAIMER AND ABSENCE OF WARRANTIES: All information contained in the bidder's packet, brochure and all related materials are subject to the terms and conditions outlined in the Purchase Agreement. The property is being sold on an AS IS, WHERE IS basis, and no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches and dimensions in the PIP and brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Seller and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the persons credentials, fitness, etc. All decisions of the Auctioneer are final.

ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE SHALL TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.

For questions call: United Country - Oklahoma Land & Auction - John Wilhite 918-775-0156

I do hereby agree to these Auction Terms & Conditions.

Seller

Date

Buyer

Date

Buyer

Date

BID CERTIFICATION

Internal Office Use

Received _____

Date _____

Time _____

By _____

Approved By _____



**Oklahoma Land
& Auction**

BID CERTIFICATION

I acknowledge this is a confirmation auction and that my offer will be subject to the Seller's (Personal Representatives) approval.

By signing this certification and returning it to the offices of United Country – Oklahoma Land & Auction or an employee therein. I hereby certify that:

1. I have read the auction rules and bidding format as set out by the Auctioneers and contained in the terms and I completely understand them.
2. I understand that the terms and rules of the auction will be strictly enforced and that there will be no exceptions.
3. I currently have sufficient funds to meet the "Deposit" and "Further sum" requirements as called for by the agreement of purchase and sale.
4. I have examined the proposed agreement of purchase and sale given to me as part of the PIP and understand that it is a legally binding contract and is not contingent upon financing or anything else.
5. I understand that if I am the successful bidder, I will be required to sign the agreement of purchase and sale immediately upon notice of being the successful bidder. I agree to complete and sign the agreement of purchase and sale immediately upon such transmitted notice.
6. I understand that an 10% Buyers Premium will be added to my final bid and is due in addition to my final bid to complete the final purchase price.
7. I understand that the Auctioneers are working for the Seller and there is no relationship of dual agency.
8. I understand that my registration for the auction will not be accepted without providing ALL of the information below and signing and returning a copy of the Terms & Conditions of this auction and by doing so you are agreeing to the terms of the auction.
9. I understand that I am responsible for the down payment and that the wire transfer must be received by the time stated on the terms and conditions of the auction.

Property Address: 103600 S 4620 Rd, Sallisaw, Oklahoma

Printed Name: _____

Bidder Address: _____

Phone: _____

Email Address: _____

Signature: _____

Return to: PO Box 1688, Stillwater OK 75076
E-mail: christab@ucstillwater.com

SAMPLE CONTRACT

STATE OF OKLAHOMA
COUNTY OF Sequoyah

BIDDER#

AUCTION REAL ESTATE SALES CONTRACT

THIS CONTRACT, made this the 21st day of July 2023, by and between the Estate of Charles W. Alden ("Seller") whose address is 103600 S 4620 Rd, Sallisaw, Oklahoma and _____ ("Buyer") whose address is _____.

1. **AGREEMENT TO PURCHASE.** In consideration of the sum as identified in Paragraph 2 below, the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Buyer, by (General Warranty Deed), and Buyer agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the real property identified as 103600 S 4620 Rd, Sallisaw, Oklahoma 74955 and described as follows:

- Legal Description: S 200' OF NE NE SE & S 200' OF NW NE SE

2. High Bid Price \$ _____

10.00 % Buyer's Premium \$ _____

Total Purchase Price \$ _____

Non-Refundable Down Payment/Deposit \$ _____

In U.S. Funds, based on 10% of the Total Purchase Price, to be held in a non-interest-bearing escrow account by Closing Agent.

Balance of Purchase Price \$ _____

In U.S. Funds, due at Closing, not including Buyer's Closing Costs or financing costs, prepaids or prorations, in immediately available cash or by confirmed wire transfer.

3. **CLOSING.** Closing shall take place with Valley Land Title Company ("Closing Agent"), whose address is 100 N. Oak St. Sallisaw, OK on or before August 21, 2023 (the "Closing Date"). At Closing, Seller shall deliver to Buyer a General Warranty or Trustee's Deed (the "Deed"), which shall convey fee simple title to the Property to Buyer without any warranties, including, without limitation, habitability or fitness for a particular purpose, and an Assignment and Assumption of Leases which shall assign any leases of the Property to Buyer; and Buyer shall pay, or cause to be paid, Seller the Total Purchase Price and shall execute and deliver to any tenant of the Property an acknowledgement of receipt of its security deposit in form required by applicable law. Seller and Buyer shall also execute and deliver any notices, statements, certificates, affidavits, releases or other documents required by this Contract, the Title Commitment (as hereinafter defined) or applicable law. Possession of the Property will be delivered to the buyer as follows subject to those matters contained in the Deed, Title Commitment and this Contract. Time is of the essence in this Contract.

SAMPLE CONTRACT

4. **TAXES AND OTHER PRORATIONS.** The current year's Property Taxes shall be prorated between Seller and Buyer at Closing based upon the amount of taxes for the prior year. All unpaid taxes for prior years, if any, shall be the responsibility of Seller. This Paragraph 4 shall expressly survive the Closing.
5. **CLOSING COSTS.**
 - (a) **Seller's Costs.** At Closing, Seller shall pay the fees for preparation of the Deed, current abstract and/or issuance of the Title Policy at seller's discretion (as hereinafter defined), and all costs relating to tax certificates and overnight courier fees and messenger charges on behalf of the Seller.
 - (b) **Buyer's Costs.** At Closing, Buyer shall pay the recording costs of the Deed, overnight courier fees and messenger charges on behalf of the Buyer, escrow fees (if any), Closing Agent's closing fees, any survey costs as laid out in the terms & conditions of this auction, and all additional sale or closing fees.
6. **TERMS.** This is a cash sale with a Ten Percent (10%) down payment, with the balance due at Closing on or before August 21, 2023. This sale is not contingent upon financing or due diligence. BUYER ACKNOWLEDGES AND AGREES THAT BUYER'S OBLIGATIONS UNDER THIS CONTRACT ARE NOT CONTINGENT UPON BUYER OBTAINING A LOAN FROM ANY LENDER. ACCORDINGLY, BUYER SHALL BE OBLIGATED TO PERFORM ITS OBLIGATIONS UNDER THIS CONTRACT WHETHER OR NOT BUYER CAN OBTAIN A LOAN TO FINANCE THE PURCHASE OF THE PROPERTY.
7. **DOWN PAYMENT/ DEPOSIT AND CLOSING AGENT.** Buyer and Seller hereby acknowledge and agree that Closing Agent shall hold and deliver the Down Payment/Deposit, in accordance with the terms and conditions of this Contract, and that Closing Agent shall be relieved of all liability and held harmless by both Seller and Buyer in the event Closing Agent makes a disbursement of the Down Payment/Deposit in accordance with the terms and provisions of this Contract. Closing Agent shall be relieved from any responsibility or liability and held harmless by both Seller and Buyer in connection with the discharge of any Closing Agent's duties hereunder provided that Closing Agent exercises ordinary and reasonable care in the discharge of said duties. Both parties understand that the Buyer's Down Payment/Deposit is non-refundable unless the Seller fails to close this transaction.
8. **DISCLAIMER OF WARRANTIES ("AS-IS" CONVEYANCE)**
 - (a) Buyer warrants and acknowledges to and agrees with Seller, and United Country – Oklahoma Land & Auction, LLC ("Auctioneer") that Buyer is purchasing the Property in an "As-Is, Where Is" condition "WITH ALL FAULTS" and specifically and expressly without any warranties, representations or guarantees, either expressed or implied, of any kind, nature, or type whatsoever, from or on behalf of the Seller and the Deed will contain appropriate disclaimers to this effect.
 - (b) Buyer acknowledges to and agrees with Seller and Auctioneer that with respect to the Property, Seller and Auctioneer have not, do not, and will not make any warranties or representations, expressed or implied, or arising by operation of law, including, but in no way limited to, any warranty as to the value, physical condition, square footage, environmental condition, zoning, good repair, operability, habitability, tenantability, suitability, merchantability, profitability, marketability, past or present compliance with any rules, regulations, covenants or restrictions, development potential or fitness for a particular use or purpose of the property.
 - (c) Buyer acknowledges that it is Buyer's responsibility to make such legal, factual and other inquiries and investigations, as Buyer deems necessary with respect to the Property. Buyer acknowledges that Buyer has executed this Contract based solely on its own independent due diligence investigations and findings, and not in reliance on any information provided by SELLER OR AUCTIONEER or their affiliates, agents, officers, employees or representative. Buyer acknowledges that Buyer has not relied, and is not relying upon information, document, sales brochures or other literature, maps or sketches, projection, pro forma, statement, representation,

SAMPLE CONTRACT

guarantee or warranty (whether expressed or implied, oral or written, material or immaterial) that may have been given or made by or on behalf of the Seller or Auctioneer.

- (d) Buyer shall look only to Seller, and not to Auctioneer, as to all matters regarding this Contract and the Property. The Auctioneer shall not be responsible or liable in any way if the Seller fails or refuses to or cannot close this transaction.
- (e) Without in any way limiting the generality of the preceding subparagraphs (a) through (d), Buyer specifically acknowledges and agrees that Buyer hereby waives, releases and discharges any claim it has, might have had, or may have against Seller and Auctioneer with respect to the condition of the Property, either patent or latent.

9. **PROPERTY INSPECTION.** It is the Buyer's sole responsibility to perform all inspections (physical, legal, economic, environmental, archeological or otherwise) on the Property and to be satisfied as to its condition prior to making an offer on the Property; review all property information and due diligence materials; independently verify any information Buyer deems important including information available in public records; and inquire of public officials as to the applicability of and compliance with land use and environmental laws building ordinances, zoning, health & safety codes, and any other local, state or federal laws and regulations.

Buyer is responsible for the costs of all inspections, surveys, engineering reports, environmental studies, including, but not limited to, lead-based paint tests, or for any other work performed at Buyer's request and Buyer shall pay for any damage which occurs to the Property or to any person as a result of such activities. Buyer shall not permit any claims or liens of any kind against the Property for inspections, surveys, engineering reports, or for any other work performed on the Property at Buyer's request. Buyer agrees to indemnify, protect and hold Seller and Auctioneer harmless against any liability, damage, cost or expense incurred, directly or indirectly, by Seller, as result of Buyer's inspection, examination, or survey of the Property, either prior to, on or after the date hereof. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this section, including Seller's reasonable attorney's fees. Buyer agrees to repair any damage caused by such inspections and to restore the Property to its condition prior to the inspection. This Paragraph 9 shall expressly survive the Closing and any termination of this Contract.

10. **TITLE.** Seller agrees to provide either a complete abstract or an Owner's title policy, at seller's discretion. In the event an abstract is provided, buyer will be responsible for attorney exam and fees associated with obtaining a title insurance policy.

Buyer also acknowledges and agrees that:

- a. Seller reserves the right to have the transaction structured as an installment sale or as a 1031 Exchange
- b. Maps and depictions included in the marketing material for the auction are for illustration purposes only and neither Seller, nor Auctioneer warrants or guarantees any of these materials or other information to be accurate or complete.
- c. Surface rights only are being conveyed, no mineral rights are being sold nor will be conveyed at closing
- d. Any fencing situated on the Property is not necessarily an indication of the Property boundary.
- e. Buyer shall be responsible for its own due diligence regarding the availability and/or accessibility of any utilities or the suitability for building on the Property. In addition, the Buyer shall be responsible for obtaining any and all permits for installation of utilities, wells, septic systems, and/or any costs related to such installation. Permits, tanks, meters, lines, and any other applicable fees shall be at the Buyer's expense.

SAMPLE CONTRACT

- f. The Property is selling subject to restrictive covenants and easements as shown in the Abstract or Title Commitment and the Survey.
11. **FIXTURES AND PERSONAL PROPERTY.** Only the fixtures, machinery and equipment permanently attached to the Property will be conveyed to Buyer and no other personal property will be conveyed with the Property.
12. **TITLE DEFECTS.** If the Title Commitment reveals a defect in title which is not one of the Permitted Title Exceptions, or if prior to the Closing a new defect in title is disclosed by an updated endorsement to the Title Commitment, which defect is not one of the Permitted Title Exceptions, prior to Closing Date, Buyer may either waive such defect or give written notice to Seller and Closing Agent no later than five (5) days from the date of discovery of such defect in title, whereupon Seller may, at its option, attempt to cure such defect prior to Closing or decline to cure such defect. If Seller is unable or unwilling to cure, on or before the Closing Date, any defect as to which Buyer has notified Seller as herein provided and if Buyer does not waive such defect on or prior to the Closing Date by written notice to Seller, this Contract shall be terminated without liability to either party and the Down Payment/Deposit shall be returned to the Buyer. Seller shall have the right, at its sole election, to extend the Closing Date by not more than Sixty (60) Days to attempt to cure any such defect in title.
13. **COMMISSIONS.**
- (a) **Brokerage.** Buyer warrants and represents that Buyer [] is not represented by a Buyer's Broker in this transaction. If Buyer is represented by a Buyer's Broker, the Buyer's Broker's name is: _____. Compensation to the Buyer's Broker will be the sole responsibility of the Buyer.
 - (b) **Agency Disclosure.** Auctioneer has acted as agent for Seller in this transaction and is to be paid a commission by Seller pursuant to a separate written agreement between Seller and Auctioneer.
14. **BREACH OF CONTRACT BY SELLER.** If Seller defaults in the performance of any of its obligations pursuant to this Contract, and Closing fails to occur by reason thereof, Buyer, as its sole remedy, may terminate this Contract and receive the Down Payment/Deposit, or waive the default and proceed to Closing. In no event shall Seller or Auctioneer be liable for any damages including special, incidental or consequential damages, or economic loss and/or attorney fees.
15. **BREACH OF CONTRACT BY BUYER.** In the event the purchase and sale contemplated in this Contract is not consummated as a result of Buyer's default, Buyer's Down Payment/Deposit shall be forfeited to Seller, and Seller shall have all rights as allowed by law to file for damages, specific performance or cancellation of this transaction, with Buyer to be responsible for all costs of suit, including attorney's fees and court costs.
- In addition, in the event that Seller is unable to collect on any check delivered by Buyer to Seller or Closing Agent, then, at Seller's option, without notice, this Contract may be terminated immediately and any Down Payment/ Deposit held by Seller or Closing Agent shall be paid to Seller, and Seller may pursue any rights and remedies available at law or in equity.
16. **CASUALTY.** Except as herein provided, all risk of loss with respect to damage to the Property shall be borne by Seller until the Closing; thereafter all risk of loss shall be borne by Buyer. In the event that the Property is, in the opinion of Seller, significantly damaged or is destroyed by fire or other casualty or hazard prior to Closing, Seller shall have the option to restore the Property to its pre-casualty condition or to cancel this Contract and Buyer's Down Payment/ Deposit shall be returned as a complete and final settlement to Buyer of all Seller's obligations hereunder. Should Seller desire to restore the Property to its pre-casualty

SAMPLE CONTRACT

condition, Seller shall so notify Buyer and thereafter have 120 days to complete such restoration, with the Closing Date to be postponed accordingly.

17. **NOTICES.** All notices under this Contract shall be deemed delivered when personally delivered or mailed postage prepaid, certified or registered mail, return receipt requested, or when delivered by a courier service to the addresses of the parties set forth in the preamble of this Contract. Either party may change its address for notice purposes by giving written notice thereof to the other party in accordance with the terms hereof. A copy of all notices given hereunder shall be delivered to Auctioneer and Closing Agent.
18. **WAIVER.** No failure or delay on the part of Seller in exercising any right of Seller nor any action on the part of Seller or any course of dealing or partial performance shall be deemed a waiver of any right of Seller set forth herein or a modification of any terms set forth herein.
19. **ENTIRE AGREEMENT; AMENDMENT.** This written Contract and any Exhibits, Schedules and Addenda attached hereto and made a part of this Contract signed by Buyer constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written agreements between the parties with respect to the Property. This Contract may not be amended, altered, modified or discharged except by an instrument in writing signed by the Buyer and Seller.
20. **SEVERABILITY.** The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision set forth herein.
21. **ASSIGNMENT.** Buyer may not assign this Contract or Buyer's rights hereunder without the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion.
22. **BINDING EFFECT.** This Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and permitted assigns.
23. **COUNTERPARTS.** The Contract may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.
24. **ACKNOWLEDGEMENT.** The Buyer certifies that if Buyer is a natural person, he or she is of legal age and has full legal capacity and authority to understand, execute and deliver this Contract on behalf of himself or herself. If Buyer is a domestic or foreign entity (as defined by the Oklahoma Statutes), Buyer represents to Seller that the party executing this Contract on behalf of such entity has the authority to execute this Contract on behalf of such entity, and that such entity shall be bound by the terms and conditions contained herein.
25. **ARBITRATION OF DISPUTES.** Any dispute or claim in law or equity between Seller and Buyer directly or indirectly arising out of or relating to this Contract or any resulting transaction (including any dispute regarding whether this arbitration clause is enforceable or applicable) shall be decided by a neutral, binding arbitration and not by court action, except as provided by Oklahoma law for judicial enforcement or review of arbitration decisions. The arbitration shall be heard by one arbitrator and conducted in Oklahoma City, Oklahoma by and in accordance with the Commercial Arbitration Rules of American Arbitration Association or its successor. Arbitration fees, including the fees and expenses of the arbitrator, shall be divided equally among the parties involved, unless awarded to the prevailing party by the arbitrator.
26. **ATTACHMENTS.** The Exhibits, Schedules and Addenda, if any, attached hereto are fully incorporated herein by reference for all purposes.

SAMPLE CONTRACT

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, as of the day and year first above written.

SELLER: _____

Printed: Estate of Charles W. Alden

Address: 103600 S 4620 Rd.

City/St/Zip: Sallisaw, OK 74955

Phone: _____

Email: _____

SELLER: _____

Printed: _____

Address: _____

City/St/Zip: _____

Phone: _____

Email: _____

BUYER: _____

Printed: _____

Address: _____

City/St/Zip: _____

Phone: _____

Email: _____

BUYER: _____

Printed: _____

Address: _____

City/St/Zip: _____

Phone: _____

Email: _____