

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

COOPERATIVE COMPENSATION SUPPLEMENT

This Cooperative Compensation Supplement, which is attached to and part of the Oklahoma Uniform Contract of Sale of Real Estate, relates to the following described real estate:

304 SE Pine St

Red Oak

OK

74563

1. The undersigned parties hereby agree that Seller shall compensate the cooperative Licensed Real Estate Brokerage ("Buyer's Broker") for professional services in the amount of \$_____ or 3 % of the final gross sales price.
2. Compensation shall be included in the final sales price of the property described above.
3. Compensation is due and payable upon the successful closing of the sale. Seller and Buyer authorize payment to Buyer's Broker at closing in accordance with this Supplement.
4. This Supplement shall be binding upon, and inure to the benefit of, the parties hereto, and their respective heirs, executors, administrators, successors, and assigns. Any assignment of the sales contract shall include the terms of this Cooperative Compensation Supplement and shall be binding on the assignee.
5. The undersigned parties acknowledge that they have read, understand, and agree to the terms of this Cooperative Compensation Supplement.

Authentisign
Julia Reid

05/13/2025

Buyer's Signature **Julia Reid**

Date

Seller's Signature **Sam Walden**

Date

Buyer's Signature

Date

Seller's Signature **Linda Walden**

Date

Leader Group Realty, LLC

Brokerage Company Name

Brokerage Company Name

OKLAHOMA REAL ESTATE COMMISSION

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ACKNOWLEDGMENT AND CONFIRMATION OF DISCLOSURES

It is hereby confirmed that prior to entering into Contract, the following items (as applicable) have been disclosed and/or delivered:

Buyer acknowledges and confirms that the Broker providing brokerage services to the Buyer has described and disclosed their duties and responsibilities to the Buyer prior to the Buyer signing this Contract.

☐ (Applicable for in-house transactions only) Buyer acknowledges and confirms that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract.

Buyer acknowledges receipt of Residential Property Condition Disclosure or Disclaimer Form (as applicable to residential real property improved with not less than one nor more than two dwelling units) pursuant to Title 60 O.S., Section 831-839:

- ☒ Buyer has received a Residential Property Condition Disclosure Statement Form (completed and signed by the Seller) and dated within 180 days of receipt.
- ☐ Buyer has received a Residential Property Condition Disclaimer Statement Form (completed and signed by the Seller) and dated within 180 days of receipt.
- ☐ This transaction is exempt from disclosure requirements pursuant to Title 60, O.S., Section 838.
- ☐ Disclosure not required under the Residential Property Condition Disclosure Act.

Buyer acknowledges receipt of Lead-Based Paint/Hazards Disclosures with Appropriate Acknowledgment (if property constructed before 1978)

- ☒ Buyer has signed the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form, which has been signed and dated by Seller and applicable Licensee(s), and has also received a copy of the Lead-Based Paint Pamphlet titled "Protect Your Family From Lead in Your Home."
- ☐ Property was constructed in 1978 or thereafter and is exempt from this disclosure.
- ☐ The subject of this transaction is not a residential dwelling and does not require a disclosure on Lead-Based Paint/Hazards.

Buyer acknowledges and confirms the above and further, Buyer acknowledges receipt of Estimate of Costs associated with this transaction and acknowledges that a Contract Guide has been made available to the Buyer in print, or at www.orec.ok.gov.

Buyer Name (Printed): Julia Reid

Buyer Name (Printed): _____

Buyer Signature: 

Buyer Signature: _____

Dated: 05/13/2025

Dated: _____

Seller acknowledges and confirms that the Broker providing brokerage services to the Seller has described and disclosed their duties and responsibilities to the Seller prior to the Seller signing this Contract.

☐ (Applicable for in-house transactions only) Seller acknowledges and confirms that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract.

Seller further acknowledges receipt of Estimate of Costs associated with this transaction and that a Contract Guide has been made available to the Seller in print, or at www.orec.ok.gov.

Seller Name (Printed): Sam Walden / Curtis Bradshaw

Seller Name (Printed): Linda Walden / Brenda Bradshaw

Seller Signature: _____

Seller Signature: _____

Dated: _____

Dated: _____

OKLAHOMA REAL ESTATE COMMISSION

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OKLAHOMA UNIFORM CONTRACT OF SALE OF REAL ESTATE RESIDENTIAL SALE

CONTRACT DOCUMENTS. The Contract is defined as this document with the following attachment(s):
(check as applicable)

- | | |
|--|--|
| <input type="checkbox"/> Conventional Loan | <input type="checkbox"/> Single Family Mandatory Homeowners' Association |
| <input checked="" type="checkbox"/> FHA Loan | <input type="checkbox"/> Condominium Association & Townhouse Association |
| <input type="checkbox"/> VA Loan | <input type="checkbox"/> Supplement |
| <input type="checkbox"/> USDA | <input type="checkbox"/> Sale of Buyer's Property - Presently Under Contract |
| <input type="checkbox"/> Native American Guaranteed Home Loan Supplement | <input type="checkbox"/> Sale of Buyer's Property - Not Under Contract |
| <input type="checkbox"/> Assumption | <input checked="" type="checkbox"/> Cooperative Compensation Supplement |
| <input type="checkbox"/> Seller Financing | |
| <input type="checkbox"/> Proof of Funds or Loan Pre-Qualification Letter | |

Parties. THE CONTRACT is entered into between:

Sam Walden / Curtis Bradshaw

Linda Walden / Brenda Bradshaw

"Seller"

and **Julia Reid**

"Buyer"

The Parties' signatures at the end of the Contract, which includes any attachments or documents incorporated by reference, with delivery to their respective Brokers, if applicable, will create a valid and binding Contract, which sets forth their complete understanding of the terms of the Contract. This agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns. The Contract shall be executed by original signatures of the Parties or by signatures as reflected on separate identical Contract counterparts (carbon, photo, fax or other electronic copy). The Parties agree that as to all aspects of this transaction involving documents an electronic signature shall have the same force and effect as an original signature pursuant to the provisions of the Uniform Electronic Transactions Act, 12A, Oklahoma Statutes, Section 15-101 et seq. **All prior verbal or written negotiations, representations and agreements are superseded by the Contract and may only be modified or assigned by a further written agreement of Buyer and Seller.**

The Parties agree that all notices and documents provided for in this contract shall be delivered to the Parties or their respective brokers, if applicable. "Delivery" shall mean the date any notice or Communication required in this Contract is (i) hand delivered to a Party's broker at the address listed in this Contract; (ii) emailed to a Party's broker at the email address listed in this contract; (iii) uploaded or electronically submitted to a website, or; (iv) provided to a Party's broker through any other agreed upon method. Seller agrees to sell and convey by General Warranty Deed, and Buyer agrees to accept such deed and buy the Property described herein, on the following terms and conditions:

The Property shall consist of the following described real estate located in **Latimer** County, Oklahoma.

1. LEGAL DESCRIPTION. BLK 25 E 60' LOT 1. RED OAK 598/778.702/263

304	SE Pine St	Red Oak	OK	74563
Property Address		City	Zip	

Together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the Property, including all mineral rights owned by Seller, which may be subject to lease, unless expressly reserved by Seller in the Contract and excluding mineral rights previously reserved or conveyed of record (collectively referred to as "the Property")

2. PURCHASE PRICE, EARNEST MONEY, AND SOURCE OF FUNDS. This is a CASH TRANSACTION unless a Financing Supplement is attached. The Purchase Price is \$ **60,000.00** payable by Buyer as follows: Within three (3) days of the Contract being fully executed by the Parties, Buyer, or Buyer's Broker, if applicable, must deliver \$ **500.00** as Earnest Money to **Nation's Title**, the holder of the trust account in which it will be deposited, as partial payment of the purchase price and/or closing costs. Buyer shall pay the balance of the purchase price and Buyer's Closing costs at Closing. If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 16, or both, by providing written notice to Buyer or Buyer's Broker before Buyer delivers the Earnest Money. If the last day to deliver the Earnest Money falls on a Saturday, Sunday, or legal holiday, the time to deliver the Earnest Money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.

3. CLOSING, FUNDING AND POSSESSION. The Closing process includes execution of documents, delivery of deed and receipt of funds by Seller and shall be completed on or before **6/16/2025**, ("Closing Date") or such later date as may be

Buyer's Initials 

Seller's Initials

Initials are for acknowledgment purposes only

necessary in the Title Evidence Paragraph of the Contract. Possession shall be transferred upon conclusion of Closing process unless otherwise provided below:

In addition to costs and expenses otherwise required to be paid in accordance with terms of the Contract, Buyer shall pay Buyer's Closing fee, Buyer's recording fees, and all other expenses required from Buyer. Seller shall pay documentary stamps required, Seller's Closing fee, Seller's recording fees, if any, and all other expenses required from Seller. Funds required from Buyer and Seller at Closing shall be paid by cash, cashier's check, wire transfer, or as determined by the provider of settlement services.

4. ACCESSORIES, EQUIPMENT AND SYSTEMS. The following items, if existing on the Property, unless otherwise excluded, shall remain with the Property at no additional cost to Buyer:

- | | | |
|--|---|---|
| • Attic and ceiling fan(s) | • Free standing heating unit(s) | • TV antennas/satellite dish system(s) and control(s), if owned |
| • Bathroom mirror(s) | • Humidifier(s), if attached | • Sprinkler systems & control(s) |
| • Other mirrors, if attached | • Water conditioning systems, if owned | • Swimming Pool/Spa equipment/accessories |
| • Central vacuum & attachments | • Window treatments & coverings, interior & exterior | • Attached recreational equipment |
| • Floor coverings, if attached | • Storm windows, screens & storm doors | • Exterior landscaping and lighting |
| • Key(s) to the property | • Garage door opener(s) & remote transmitting unit(s) | • Entry gate control(s) |
| • Built-in and under cabinet/ counter appliance(s) | • Fences (includes sub-surface electric & components) | • Water meter, sewer/trash membership, if owned |
| • Free standing slide-in/drop-in kitchen stove | • Mailboxes/Flag poles | • All remote controls, if applicable |
| • Built-in sound system(s)/ speaker(s) | • Outside cooking unit(s), if attached | • Transferable Service Agreements and Product Warranties |
| • Lighting & light fixtures | • Propane tank(s) if owned | |
| • Fire, smoke and security system(s), if owned | • Generator(s) & Solar Panel(s), if owned | |
| • Shelving, if attached | | |
| • Fireplace inserts, logs, grates, doors and screens | | |

A. Additional Inclusions. The following items shall also remain with the Property at no additional cost to Buyer:

B. Exclusions. The following items shall not remain with the Property: _____

5. TIME PERIODS SPECIFIED IN CONTRACT. Time periods for Investigations, Inspections and Reviews and Financing Supplement shall commence on _____ (**Time Reference Date**), regardless of the date the Contract is signed by Buyer and Seller. The day after the Time Reference Date shall be counted as day one (1). If left blank, the Time Reference Date shall be the third day after the last date of signatures of the Parties.

6. RESIDENTIAL PROPERTY CONDITION DISCLOSURE. No representations by Seller regarding the condition of Property or environmental hazards are expressed or implied, other than as specified in the Oklahoma Residential Property Condition Disclosure Statement ("Disclosure Statement") or the Oklahoma Property Condition Disclaimer Statement ("Disclaimer Statement"), if applicable. A real estate licensee has no duty to Seller or Buyer to conduct an independent inspection of the Property and has no duty to independently verify accuracy or completeness of any statement made by Seller in the Disclosure Statement and any amendment or the Disclaimer Statement.

7. INVESTIGATIONS, INSPECTIONS AND REVIEWS.

A. Buyer shall have 15 days (10 days if left blank) after the Time Reference Date to complete any investigations, inspections, and reviews. Seller shall have water, gas and electricity turned on and serving the Property for Buyer's inspections, and through the date of possession or Closing, whichever occurs first. If required by ordinance, Seller, or Seller's Broker, if applicable, shall deliver to Buyer, in care of Buyer's Broker, if applicable, within five (5) days after the Time Reference Date any written notices affecting the Property.

B. Buyer, together with persons deemed qualified by Buyer and at Buyer's expense, shall have the right to enter upon the Property to conduct any and all investigations, inspections, and reviews of the Property. Buyer's right to enter upon the Property shall extend to Oklahoma-licensed Home Inspectors and licensed architects for purposes of performing a home inspection. Buyer's right to enter upon the Property shall also extend to registered professional engineers, professional craftsman and/or other individuals retained by Buyer to perform a limited or specialized investigation, inspection or review of the Property pursuant to a license or registration from the appropriate State licensing board, commission or department. Finally, Buyer's right to enter upon the Property shall extend to any

Buyer's Initials



Seller's Initials

_____ Initials are for acknowledgment purposes only

other person representing Buyer to conduct an investigation, inspection and/or review which is lawful but otherwise unregulated or unlicensed under Oklahoma Law. Buyer's investigations, inspections, and reviews may include, but not be limited to, the following:

1. **Disclosure Statement or Disclaimer Statement unless exempt**
2. **Flood, Storm Run off Water, Storm Sewer Backup or Water History**
3. **Psychologically Impacted Property and Megan's Law**
4. **Hazard Insurance** (Property insurability)
5. **Environmental Risks**, including, but not limited to soil, air, water, hydrocarbon, chemical, carbon, asbestos, mold, radon gas, lead-based paint
6. **Roof**, structural members, roof decking, coverings and related components
7. **Home Inspection**
8. **Structural Inspection**
9. **Fixtures, Equipment and Systems Inspection**. All fixtures, equipment and systems relating to plumbing (including sewer/septic system and water supply), heating, cooling, electrical, built-in appliances, swimming pool, spa, sprinkler systems, and security systems
10. **Termites and other Wood Destroying Insects Inspection**
11. **Use of Property**. Property use restrictions, building restrictions, easements, restrictive covenants, zoning ordinances and regulations, mandatory Homeowner Associations and dues
12. **Square Footage**. Buyer shall not rely on any quoted square footage and shall have the right to measure the Property.
13. _____

C. TREATMENTS, REPAIRS AND REPLACEMENTS (TRR).

1. **TREATMENT OF TERMITES AND OTHER WOOD DESTROYING INSECTS**. Treatment and repair cost in relation to termites and other wood destroying insects shall be limited to the residential structure, garage(s) and other structures as designated in Paragraph 13 of the Contract and as provided in subparagraph C2b below.
2. **TREATMENTS, REPAIRS, AND REPLACEMENTS REVIEW**. Buyer or Buyer's Broker, if applicable, within 24 hours after expiration of the time period referenced in Paragraph 7A of the Contract, shall deliver to Seller, in care of the Seller's Broker, if applicable, a copy of all written reports obtained by Buyer, if any, pertaining to the Property and Buyer shall select one of the following:
 - a. If, in the sole opinion of the Buyer, results of Investigations, Inspections or Reviews are unsatisfactory, the Buyer may cancel the Contract by delivering written notice of cancellation to Seller, in care of Seller's Broker, if applicable, and receive refund of Earnest Money.
 - OR**
 - b. Buyer, upon completion of all Investigations, Inspections and Reviews, waives Buyer's right to cancel as provided in 7C2a above, by delivering to Seller, in care of Seller's Broker, if applicable, a written list on a Notice of Treatments, Repairs, and Replacements form (TRR form) of those items to be treated, repaired or replaced (including repairs caused by termites and other wood destroying insects) that are not in normal working order (defined as the system or component functions without defect for the primary purpose and manner for which it was installed. Defect means a condition, malfunction or problem, which is not decorative, that will have a materially adverse effect on the value of a system or component).
 - i. Buyer and Seller shall have 7 days (7 days if blank) after the Buyer's or Buyer's Broker, if applicable, Delivery of the completed TRR form to negotiate the Treatment, Repair, or Replacement items. If a written agreement is reached, Seller shall complete all agreed Treatments, Repairs, or Replacements prior to the Closing Date at Seller's expense (unless otherwise agreed to in writing). If a written agreement is not reached within the time specified in this provision, Seller and Buyer authorize the holder of the Earnest Money, without any further written consent or authorization from either party, to release the Earnest Money to the Buyer and the Contract shall terminate. Buyer, at Buyer's sole option may deliver notice to Seller or Seller's Broker, if applicable, no later than the time specific in this provision that Buyer accepts the property in its present condition and will proceed to Closing and all other provisions of the Contract shall remain in full force and effect.

D. EXPIRATION OF BUYER'S RIGHT TO CANCEL CONTRACT.

1. Failure of Buyer to complete one of the following within the time periods in Investigations, Inspections, or Reviews Paragraph shall constitute acceptance of the Property regardless of its condition:
 - a. Perform any Investigations, Inspections or Reviews;
 - b. Deliver a written list on a TRR form of items to be treated, repaired and replaced; or
 - c. Cancel the Contract
2. After expiration of the time periods in Investigations, Inspections and Reviews Paragraph, Buyer's inability to obtain a loan based on unavailability of hazard insurance coverage shall not relieve the Buyer of the obligation to close transaction.
3. After expiration of the time periods in Investigations, Inspections and Reviews Paragraph, any square footage calculation of the

Buyer's Initials

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Seller's Initials

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dwelling, including but not limited to appraisal or survey, indicating more or less than quoted, shall not relieve the Buyer of the obligation to close this transaction.

E. INSPECTION OF TREATMENTS, REPAIRS AND REPLACEMENTS AND FINAL WALK-THROUGH.

1. Buyer, or other persons Buyer deems qualified, may perform re-inspections of Property pertaining to Treatments, Repairs and Replacements.
2. Buyer may perform a final walk-through inspection, which Seller may attend. Seller shall deliver Property in the same condition as it was on the date upon which Contract was signed by Buyer (ordinary wear and tear excepted) subject to Treatments, Repairs and Replacements.
3. All inspections and re-inspections shall be paid by Buyer, unless prohibited by mortgage lender.

8. RISK OF LOSS. Until transfer of Title or transfer of possession, risk of loss to the Property, ordinary wear and tear excepted, shall be upon Seller; after transfer of Title or transfer of possession, risk of loss shall be upon Buyer. (Parties are advised to address insurance coverage regarding transfer of possession prior to Closing).

9. ACCEPTANCE OF PROPERTY. Buyer, upon accepting Title or transfer of possession of the Property, shall be deemed to have accepted the Property in its then condition. No warranties, expressed or implied, by Sellers, Brokers and/or their associated licensees, with reference to the condition of the Property, shall be deemed to survive the Closing.

10. TITLE EVIDENCE.

A. SELLER'S EXPENSE. Seller, at Seller's expense shall complete within thirty (30) days prior to Closing Date, agrees to make available to Buyer the following:

1. A complete and current surface-rights-only Abstract of Title, certified by an Oklahoma-licensed and bonded abstract company;

OR

A copy of Seller's existing owner's title insurance policy issued by a title insurer licensed in the State of Oklahoma together with a supplemental and current surface-rights-only abstract certified by an Oklahoma-licensed and bonded abstract company;

2. A current Uniform Commercial Code Search Certificate.

B. BUYER'S EXPENSE. Buyer, at Buyer's expense, shall obtain:
(check one)

- ☒ Commitment for issuance of a title insurance policy based on an Attorney's Title Opinion which is rendered for the title insurance purposes for the Owner's or Lender's title insurance policy.

OR

- ☐ Attorney's Title Opinion, which is not rendered for title insurance purposes.

C. LAND OR BOUNDARY SURVEY OR REPORT. Seller agrees that Buyer may have a licensed survey or enter upon the Property to perform: **(check one)**

- ☐ a Land or Boundary (Pin Stake) Survey, or
☐ a Mortgage Inspection Report

- ☒ Buyer elects not to receive any Land or Boundary Report/
Survey or Mortgage Inspection Report, unless required
by Title or law

The expense of the Mortgage Inspection Report or Land / Boundary Report / Survey shall be paid by: **(check one)**

- ☒ Buyer ☐ Seller

The (1) Abstract of Title, (2) Commitment for Title Insurance or Attorney's Title Opinion, (3) the Uniform Commercial Code Search Certificate, and (4) the Survey or Mortgage Inspection Report, if selected, collectively constitutes the "Title Evidence."

D. BUYER TO EXAMINE TITLE EVIDENCE.

1. Buyer shall have ten (10) days after receipt to examine the Title Evidence and to deliver Buyer's objections or requirements to Title to Seller or Seller's Broker, if applicable. In the event the Title Evidence is not made available to Buyer within ten (10) days prior to Closing Date, said Closing Date shall be extended to allow Buyer the ten (10) days from receipt to examine the Title Evidence and to deliver Buyer's objections or requirements to Title to Seller or Seller's Broker, if applicable.

Buyer's Initials IR

Seller's Initials _____

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2. Buyer agrees to accept title subject to: (i) utility easements serving the property, (ii) building and use restrictions of record, (iii) set back and building lines, (iv) zoning regulations, and (v) reserved and severed mineral rights, which shall not be considered objections for requirements of Marketable Title.

E. SELLER TO CORRECT ISSUES WITH TITLE (IF APPLICABLE), POSSIBLE CLOSING DELAY. Upon receipt by Seller, or in care of Seller's Broker, if applicable, of any title requirements reflected in an Attorney's Title Opinion or Title Insurance Commitment, based upon the standards of marketable title set out in the Title Examination Standards of the Oklahoma Bar Association, the Parties agree to the following:

1. At Seller's option and expense, Seller may cure title requirements identified by Buyer; and
2. Delay Closing Date for 30 days (30 days if left blank), beyond the Closing Date referenced in Paragraph 3, or a longer period as may be agreed upon in writing, to allow Seller to cure Buyer's Title requirements. In the event Seller cures Buyer's objection prior to the delayed Closing Date, Buyer and Seller agree to close within five (5) days of notice of such cure. In the event that Title requirements are not cured within the time specified in this subparagraph, the Buyer may cancel the Contract and Seller and Buyer authorize the holder of the Earnest Money to release the Earnest Money to the Buyer and the Contract shall terminate.

F. Upon Closing, any existing Abstract(s) of Title owned by Seller, shall become the property of Buyer.

11. TAXES, ASSESSMENTS AND PRORATIONS.

- A. General ad valorem taxes for the current calendar year shall be prorated through the date of closing, if certified. However, if the amount of such taxes has not been fixed, the proration shall be based upon the rate of levy for the previous calendar year and the most current assessed value available at the time of Closing.
- B. The following items shall be paid by Seller at Closing: (i) Documentary Stamps; (ii) all utility bills, actual or estimated; (iii) all taxes other than general ad valorem taxes which are or may become a lien against the Property; (iv) any labor, materials, or other expenses related to the Property, incurred prior to Closing which is or may become a lien against the Property.
- C. At Closing all leases, if any, shall be assigned to Buyer and security deposits, if any, shall be transferred to Buyer. Prepaid rent and lease payments shall be prorated through the date of Closing.
- D. If applicable, membership and meters in utility districts to include, but not limited to, water, sewer, ambulance, fire, garbage, shall be transferred at no cost to Buyer at Closing.
- E. If the property is subject to a mandatory Homeowner's Association, dues and assessments, if any, based on most recent assessment, shall be prorated through the date of Closing. Any fees or costs associated with a statement of Homeowner's Association proof of current status and/or transfer of Homeowner's Association membership would be at expense of Seller.
- F. All governmental and municipal special assessments against the property (matured or not matured), not to include Homeowner's Association special assessments, whether or not payable in installments, shall be paid in full by Seller at Closing.

12. RESIDENTIAL SERVICE AGREEMENT.

(check one)

- A. ☒ The Property shall not be covered by a Residential Service Agreement.
- B. ☐ Seller currently has a Residential Service Agreement in effect on the Property. Seller, at Seller's expense, shall transfer the agreement with one (1) year coverage to the Buyer at Closing.
- C. ☐ The Property shall be covered by a Residential Service Agreement selected by the Buyer at an approximate cost of \$_____. Seller agrees to pay \$_____ and Buyer agrees to pay the balance.

The Seller and Buyer acknowledge that the real estate broker(s) may receive a fee for services provided in connection with the Residential Service Agreement.

Buyer acknowledges that a Residential Service Agreement does not replace/substitute Property inspection rights.

13. ADDITIONAL PROVISIONS.

14. MEDIATION. Any dispute arising with respect to the Contract shall first be submitted to a dispute resolution mediation system servicing the area in which the Property is located. Any settlement agreement shall be binding. In the event an agreement is not reached, the Parties may pursue legal remedies as provided by the Contract.

Buyer's Initials



Seller's Initials

Initials are for acknowledgment purposes only

15. CHOICE OF LAW AND FORUM. This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to any choice of law or conflict of law rules or principles that would cause the application of the laws of any jurisdiction other than the State of Oklahoma. The Parties agree that any legal action brought for any disputes, claims, and causes of action arising out of or related to this Contract shall be decided in a Oklahoma State Court in the County in which the Property is located or a Federal Court having jurisdiction over the County in which the Property is located.

16. BREACH AND FAILURE TO CLOSE. Seller or Buyer shall be in breach of this Contract if either fails to comply with any material covenant, agreement, or obligation within the time limits required by this Contract. **TIME IS OF THE ESSENCE IN THIS CONTRACT.**

A. UPON BREACH BY SELLER. If the Buyer performs all of the obligations of Buyer, and Seller fails to convey the Title or fails to perform any other obligations of the Seller under this Contract, then Buyer shall be entitled to: (i) terminate this Contract upon delivery of written notice of termination to Seller, or Seller's Broker, if applicable, return the abstract to Seller and receive a refund of the Earnest Money, or (ii) pursue any other remedy available at law or in equity, including specific performance.

B. UPON BREACH BY BUYER. If at any time prior to closing the Buyer's Earnest Money should fail for lack of delivery or lack of collection pursuant to Paragraph 2, then Seller may, at Seller's option, elect to do one of the following: (i) terminate this Contract upon delivery of written notice of termination to Buyer, or Buyer's Broker, if applicable, (ii) pursue any other remedy available at law or in equity, or (iii) enter into a written agreement between Buyer and Seller modifying the terms of Paragraph 2 to cure the lack of delivery or lack of collection of the Earnest Money. If, after the Seller has performed Seller's obligation under this Contract, and Buyer fails to provide funding, or fails to perform any other obligations of the Buyer under this Contract, then the Seller may, at Seller's option, cancel and terminate this Contract and retain all sums paid by the Buyer, but not to exceed 5% of the purchase price, as liquidated damages, or pursue any other remedy available at law or in equity, including specific performance.

17. INCURRED EXPENSES AND RELEASE OF EARNEST MONEY.

A. INCURRED EXPENSES. Buyer and Seller agree that any expenses, incurred on their behalf, shall be paid by the Party incurring such expenses and shall not be paid from Earnest Money.

B. RELEASE OF EARNEST MONEY. Except where the release of Earnest Money is authorized by the Parties under Section 7.C.2.b.i. and Section 10.E.2, in the event a dispute arises prior to the release of Earnest Money held in escrow, the escrow holder shall retain said Earnest Money until one of the following occur:

1. A written release is executed by Buyer and Seller agreeing to its disbursement;
2. Agreement of disbursement is reached through Mediation;
3. Interpleader or legal action is filed, at which time the Earnest Money shall be deposited with the Court Clerk; or
4. The passage of thirty (30) days from the date of final termination of the Contract has occurred and options 1), 2) or 3) above have not been exercised; Broker escrow holder, at Broker's discretion, may disburse Earnest Money. Such disbursement may be made only after fifteen (15) days written notice to Buyer and Seller at their last known address stating the escrow holder's proposed disbursement.
5. In the event Earnest Money is held in escrow at a title company, the Earnest Money may only be released pursuant to paragraph 17(B)(1), (2), or (3).

18. DELIVERY OF ACCEPTANCE OF OFFER OR COUNTEROFFER. The Buyer and Seller authorize their respective Brokers, if applicable, to receive delivery of an accepted offer or counteroffer, and any related addenda and/or documents.

19. NON-FOREIGN SELLER. Seller represents that at the time of acceptance of this contract and at the time of Closing, Seller is not a "foreign person" as such term is defined in the Foreign Investments in Real Property Tax Act of 1980 (26 USC Section 1445(f) et. Sec) ("FIRPTA"). If either the sales price of the property exceeds \$300,000.00 or the buyer does not intend to use the property as a primary residence then, at the Closing, and as a condition thereto, Seller shall furnish to Buyer an affidavit, in a form and substance acceptable to Buyer, signed under penalty of perjury containing Seller's United States Social Security and/or taxpayer identification numbers and a declaration to the effect that Seller is not a foreign person within the meaning of Section "FIRPTA."

20. BUYER AFFIDAVIT COMPLIANCE. Buyer represents that at the time of submission of this purchase offer and at the time of Closing, Buyer is either (a) a U.S. Citizen, Native American, or non-citizen / alien who is or shall become a bona fide resident of the State of Oklahoma, or (b) a business entity or trust in compliance with 60 O.S. § 121—122. Buyer further represents that Buyer is eligible to execute the required Affidavit of Land or Mineral Ownership provided by the Attorney General of the State of Oklahoma as required by 60 O.S. § 121.

21. TERMINATION OF OFFER. The above Offer shall automatically terminate on 5/14/2025 at 7:00 ☐ a.m. / ☒ p.m. (check one), unless withdrawn prior to acceptance or termination.

OFFER REJECTED AND SELLER IS NOT MAKING A COUNTEROFFER _____, 20____

Seller's Signature



Seller's Signature

Buyer's Initials

Seller's Initials

Initials are for acknowledgment purposes only

22. EXECUTION BY PARTIES.

AGREED TO BY BUYER:

05/13/2025

Julia Reid
Buyer's Printed Name

Julia Reid
Buyer's Signature

Buyer's Printed Name

Buyer's Signature

Buyer's Printed Name

Buyer's Signature

AGREED TO BY SELLER:

Sam Walden
Seller's Printed Name

Seller's Signature

Linda Walden
Seller's Printed Name

Seller's Signature

Brenda Bradshaw / Curtis Bradshaw 05/14/2025
Seller's Printed Name

X X
Seller's Signature

ASSOCIATE INFORMATION

BUYER'S BROKER/ASSOCIATE:

Darra Cowart 210022
Name and OREC Associate License Number

Leader Group Realty, LLC
OREC Company Name

150414
OREC Company License Number

1301 S 2nd St McAlester OK 74501
Company Address

(918) 423-9458
Company Phone Number

Darra@LeaderGroupOk.com
Associate Email

(972) 623-8533
Associate Phone Number

SELLER'S BROKER/ASSOCIATE:

#204350 Barry Fitch #207462 Kelsey Hancock
Name and OREC Associate License Number

Mixon United Country Realty & Auctions
OREC Company Name

#155981
OREC Company License Number

2507 N Broadway St, Poteau, OK 74953
Company Address

918-647-9114
Company Phone Number

barryfitch1959@gmail.com / 1kelseyhancock@gmail.com
Associate Email

918-564-1042 / 918-721-3607
Associate Phone Number

Buyer's Initials

JR

Seller's Initials

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OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

FHA INSURED LOAN SUPPLEMENT

This financing supplement, which is attached to and part of the Oklahoma Uniform Contract of Sale of Real Estate, relates to the following described real estate:

304 SE Pine St

Red Oak

OK

74563

Buyer acknowledges that all explanations, representations and disclosures relating to the terms and conditions of the loan(s) below are the responsibility of the Lender and not the Seller, Seller's Broker, or Buyer's Broker and their associated licensees. This financing supplement is made an integral part of the Contract. All provisions of the Contract shall remain in full force and effect.

1. LOAN. The Contract is contingent upon Buyer qualifying for a FHA Insured Loan in the amount of \$ 57,900.00 plus Mortgage Insurance Premium (MIP). If the Buyer is unable to secure financing and provides written notice to Seller, or Seller's Broker, if applicable, within the time period provided in the Closing, Funding and Possession paragraph of the Contract, the earnest money shall be refunded to Buyer subject to appropriate written authorization from all Parties to the Contract.

Within five (5) days from Time Reference Date, Buyer shall either:

A. Make application for the described loan, or any other such loan Buyer deems acceptable, and proceed diligently to obtain such loan. **Buyer shall pay initial loan fees including property appraisal and credit report fees at he earliest time permitted by federal regulation. Buyer shall instruct Lender to immediately begin the loan approval process. Buyer shall also instruct Lender** to issue a written statement of conditional loan approval (not final loan commitment) to Seller, in care of Seller's Broker, if applicable, within 10 days (**10 days if left blank**) of the Time Reference Date regarding the following:

1. Review and approval of Buyer's credit worthiness, income and funds necessary to Close.
2. Confirmation that Buyer has paid initial processing fees.
3. Property appraisal has been ordered.
4. Loan approval is not subject to sale or closing of Buyer's current property unless stated elsewhere in this Contract.

OR

B. Give notice to Seller that the loan terms are unacceptable, cancel the Contract by delivering written notice of cancellation to Seller and receive a refund of earnest money.

If within the time specified above, a written statement of loan approval is not delivered to Seller, Seller may provide Buyer written notice of intent to cancel and terminate the Contract. Upon Seller providing notice to Buyer of Seller's intent to cancel, the Contract shall be terminated upon the fourth day following delivery of notice. However, if Buyer delivers to Seller a written statement of loan approval before the end of the fourth day, the Contract shall remain in full force and effect.

All notices provided for in this subparagraph may be delivered to the Parties through their Broker, if applicable.

2. BUYER'S FHA DOWN PAYMENT AND LOAN COSTS.

A. In addition to any other costs required by the Contract, except to the extent provided in part B of this Paragraph, Buyer shall pay at the time of Closing:

1. Down payment (per FHA minimum investment requirements)
2. Prepaid first year's hazard insurance premium and, if required, flood insurance premium
3. Prepaid tax and insurance escrow deposits as required by Lender
4. Prepaid interest beginning the day of Closing through the end of the month
5. Buyer's **FHA "allowable" Closing costs**, including if applicable, origination fee.

Buyer's Initials



Seller's Initials

Initials are for acknowledgment purposes only

B. Regarding the Buyer's Loan Costs Referenced above, Seller agrees to pay at time of Closing, on behalf of the Buyer, FHA Closing costs and/or loan discount points, not to exceed \$ 3,000.00, which includes prepaids, escrows, origination fee and other FHA "allowables."

3. APPRAISAL REQUIREMENTS. In the event repairs are required by the FHA appraisal that are not otherwise mutually agreed, then Buyer and Seller shall have five (5) days from being so advised to agree on an acceptable arrangement regarding the costs of those repairs. If a written agreement is not reached within the time specified in this provision, this contract shall terminate and earnest money will be returned to the Buyer.

4. ADDITIONAL PROVISIONS.

5. EXECUTION BY PARTIES.

<div><div>Authentisign</div><div><i>Julia Reid</i></div></div>	<div>05/13/2025</div>		
Buyer's Signature Julia Reid	Date	Seller's Signature Sam Walden	Date
Buyer's Signature	Date	Seller's Signature Linda Walden	Date
Buyer's Signature	Date	Seller's Signature	Date

(In the event of a counteroffer on an OREC counteroffer form, Seller(s) initial all pages and do not sign)

Buyer's Initials

Authentisign

JR

Seller's Initials

Initials are for acknowledgment purposes only

FHA REAL ESTATE CERTIFICATION

(To be signed by Buyer and Seller even if counteroffer is attached)


We, the undersigned Seller(s), Buyer(s) and Seller's Broker and Buyer's Broker involved in the sale transaction, each certify that the terms and conditions of the Sale of Real Estate Contract are, to the best of our knowledge, the entire agreement between the Parties and that any other agreement(s), Counteroffers or addendum(s) entered into by any of these Parties in connection with this real estate transaction is a part of, or attached to, the Contract of Sale of Real Estate.

 		05/13/2025	
Buyer's Signature	Julia Reid	Date	
		Seller's Signature	Sam Walden
		Date	
Buyer's Signature		Date	
		Seller's Signature	Linda Walden
		Date	
Buyer's Signature		Date	
		Seller's Signature	Brenda Bradshaw Curtis Bradshaw
		Date	
Buyer's Broker Signature		Date	
		Seller's Broker Signature	
		Date	

AMENDATORY CLAUSE

(To be signed by Buyer and Seller even if counteroffer is attached)

It is expressly agreed that, notwithstanding any other provisions of the Contract and this supplement, the Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest money deposits or otherwise unless Lender has delivered to the Buyer a written statement issued by the Federal Housing Commission or Direct Endorsement Lender, setting forth the appraised value of the Property (excluding closing costs) of not less than \$ 60,000.00 which statement the Lender hereby agrees to deliver to the Buyer promptly after the appraised value statement is made available to the Lender. The Buyer shall, however, have the privilege and option of proceeding with the consummation of the Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development (HUD) will insure. HUD does not warrant the value or the condition of the Property. The Buyer should satisfy himself/herself that the price or condition of the Property is acceptable.

 		05/13/2025	
Buyer's Signature	Julia Reid	Date	
		Seller's Signature	Sam Walden
		Date	
Buyer's Signature		Date	
		Seller's Signature	Linda Walden
		Date	
Buyer's Signature		Date	
		Seller's Signature	X X Brenda Bradshaw Curtis Bradshaw
		Date	

Buyer's Initials

Seller's Initials

Initials are for acknowledgment purposes only

ADDENDUM

PROPERTY:

<u>304 SE Pine St</u>	<u>Red Oak</u>	<u>OK</u>	<u>74563</u>
Fridge, 2 window AC units, washer, and dryer to stay.			

Date: 05/13/25

 *Julia Reid*

Signature

Date: _____

Date: _____

Signature

Date: _____

Blank Addendum

APPENDIX A. RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT

Notice to Seller: Oklahoma Law (the "Residential Property Condition Disclosure Act," Title 60, O.S., §831 et seq., effective July 1, 1995) requires Sellers of 1 and/or 2 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 after 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 304 SE Pine Street
Red Oak Ok 74563
 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				X
Swimming Pool				X
Hot Tub/Spa				X
Water Heater <input type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Solar	X			
Water Purifier				X
Water Softener <input type="checkbox"/> Leased <input type="checkbox"/> Owned				X
Sump Pump				X
Plumbing	X			
Whirlpool Tub				X
Sewer System <input checked="" type="checkbox"/> Public <input type="checkbox"/> Septic <input type="checkbox"/> Lagoon	X			
Air Conditioning System <input type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Heat Pump				X
Window Air Conditioner(s)	X			
Attic Fan				X
Fireplaces				X
Heating System <input type="checkbox"/> Electric <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Heat Pump	X			
Humidifier				X
Ceiling Fans	X			
Gas Supply <input checked="" type="checkbox"/> Public <input type="checkbox"/> Propane <input type="checkbox"/> Butane	X			
Propane Tank <input type="checkbox"/> Leased <input type="checkbox"/> Owned				X
Electric Air Purifier				X
Garage Door Opener				X
Intercom				X
Central Vacuum				X
Security System <input type="checkbox"/> Leased <input type="checkbox"/> Owned <input type="checkbox"/> Monitored <input type="checkbox"/> Financed				X

Buyer's Initials IR Buyer's Initials

Seller's Initials LSW Seller's Initials LSW

LOCATION OF SUBJECT PROPERTY	304	SE Pine Street	
	Red Oak	Ok	74563

Appliances/Systems/Services (Continued from Page 1)	Working	Not Working	Do Not Know If Working	None/ Not Included
Smoke Detectors				X
Dishwasher				X
Electrical Wiring	X			
Garbage Disposal				X
Gas Grill				X
Vent Hood	X			
Microwave Oven	X			
Built-in Oven/Range				X
Kitchen Stove	X			
Trash Compactor				X
Solar Panels & Generators <input type="checkbox"/> Leased <input type="checkbox"/> Owned <input type="checkbox"/> Financed				X
Source of Household Water <input checked="" type="checkbox"/> Public <input type="checkbox"/> Well <input type="checkbox"/> Private/Rural District	X			

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?		X
5. Are you aware of any flood insurance requirements concerning the property?		X
6. Are you aware of any flood insurance on the property?		X
7. Are you aware of the property being damaged or affected by flood, storm run-off, sewer backup, draining or grading defects?		X
8. Are you aware of any surface or ground water drainage systems which assist in draining the property, e.g. "French Drains?"		X
9. Are you aware of any occurrence of water in the heating and air conditioning duct system?		X
10. Are you aware of water seepage, leakage or other draining defects in any of the improvements on the property?		X
Additions/Alterations/Repairs (Continued on Page 3)	Yes	No
11. Are you aware of any additions being made without required permits?		X
12. Are you aware of any previous foundation repairs?		X
13. Are you aware of any alterations or repairs having been made to correct defects?		X
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?		X
15. Are you aware of the roof covering ever being repaired or replaced during your ownership of the property?	X	

Buyer's Initials  Buyer's Initials _____

Seller's Initials LSW Seller's Initials SW

APPENDIX A RPCD STATEMENT (1-1-2024)

This contract is for use by Barry Fitch. Use by any other party is illegal and voids the contract.

LOCATION OF SUBJECT PROPERTY	304	SE Pine Street	
	Red Oak	Ok	74563

Additions/Alterations/Repairs (Continued from Page 2)	Yes	No
16. Approximate age of roof covering, if known <u>One Year</u> number of layers, if known <u>Metal Roof</u>		
17. Do you know of any current defects with the roof covering?		X
18. Are you aware of treatment for termite or wood-destroying organism infestation?		X
19. Are you aware of a termite bait system installed on the property? If yes, annual cost \$ _____		X
20. Are you aware of any damage caused by termites or wood-destroying organisms?		X
21. Are you aware of major fire, tornado, hail, earthquake or wind damage?		X
22. Have you ever received payment on an insurance claim for damages to residential property and/or any improvements which were not repaired?		X
23. Are you aware of defects pertaining to sewer, septic, lateral lines or aerobic system?		X
Environmental	Yes	No
24. Are you aware of the presence of asbestos?		X
25. Are you aware of the presence of radon gas?		X
26. Have you tested for radon gas?		X
27. Are you aware of the presence of lead-based paint?		X
28. Have you tested for lead-based paint?		X
29. Are you aware of any underground storage tanks on the property?		X
30. Are you aware of the presence of a landfill on the property?		X
31. Are you aware of the existence of hazardous or regulated materials and other conditions having an environmental impact?		X
32. Are you aware of the existence of prior manufacturing of methamphetamine?		X
33. Have you had the property inspected for mold?		X
34. Are you aware of any remedial treatment for mold on the property?		X
35. Are you aware of any condition on the property that would impair the health or safety of the occupants?		X
36. Are you aware of any wells located on the property?		X
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		X
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?		X
39. Other than utility easements serving the property, are you aware of any easements or right-of-ways affecting the property?		X
40. Are you aware of encroachments affecting the property?		X
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 _____		X
42. Are you aware of any zoning, building code or setback requirement violations?		X
43. Are you aware of any notices from any government or government-sponsored agencies or any other entities affecting the property?		X
44. Are you aware of any surface leases, including but not limited to agricultural, commercial or oil and gas?		X

Buyer's Initials IR Buyer's Initials _____

Seller's Initials SW Seller's Initials SW

APPENDIX A RPCD STATEMENT (1-1-2024)

This contract is for use by Barry Fitch. Use by any other party is illegal and voids the contract.

LOCATION OF SUBJECT PROPERTY	304	SE Pine Street	
	Red Oak	Ok	74563


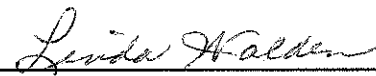
Property Shared in Common, Easements, Homeowner's Associations and Legal (Continued from Page 3)	Yes	No
45. Are you aware of any filed litigation or lawsuits directly or indirectly affecting the property, including a foreclosure?		x
46. Is the property located in a fire district which requires payment? If yes, amount of fee \$ _____ Paid to Whom _____ Payable: (check one) <input type="checkbox"/> monthly <input type="checkbox"/> quarterly <input type="checkbox"/> annually		x
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)		x
Miscellaneous	Yes	No
48. Are you aware of other defect(s) affecting the property not disclosed above?		x
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?		x

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.

Independent Gas Space Heaters One In Living Area and One in Bathroom


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? _____

 Seller's Signature Sam Walden	10/9/24 Date	 Seller's Signature Linda Walden	10/9/24 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	05/13/25 Date	_____ Purchaser's Signature	_____ Date
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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		Seller's Initials <u>SW</u>
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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: 304 SE Pine Street Red Oak Ok 74563

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) X 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) X 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) JR X 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) JR X 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) DC 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.

Seller	<u>Sam Walden</u>	Date	<u>10-9-24</u>	Seller	<u>Linda Walden</u>	Date	<u>10/9/24</u>
Purchaser	<u>Julia Reid</u>	Date	<u>05/13/25</u>	Purchaser	<u>Barra Cowart</u>	Date	<u>05/13/25</u>
Agent	<u>Barry Fitch</u>	Date		Agent	<u>Barra Cowart</u>	Date	

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

DISCLOSURE TO BUYER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

This notice may be part of or attached to any of the following:

☐ Buyer Brokerage Agreement ☒ Contract of Sale of Real Estate ☐ Other _____

1. DUTIES AND RESPONSIBILITIES. A Broker who provides Brokerage Services to one or both parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the party or parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:


- a. treat all parties to the transaction with honesty and exercise reasonable skill and care;
- b. unless specifically waived in writing by a party to the transaction:
 1. receive all written offer and counteroffers;
 2. reduce offers or counteroffers to a written form upon request of any party to a transaction; and
 3. present timely all written offers and counteroffers.
- c. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, Brokerage Service costs and the approximate amount of the costs;
- d. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;
- e. timely account for all money and property received by the Broker;
- f. keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective 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. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
 1. that a party or prospective party is willing to pay more or accept less than what is being offered,
 2. that a party or prospective party is willing to agree to financing terms that are different from those offered,
 3. the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the property, and
 4. information specifically designated as confidential by a party unless such information is public.
- g. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
- h. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
- i. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.
- j. disclose information pertaining to compensation and fees assessed on each transaction to the represented party, which shall be communicated in writing before the effective date of the contract for sale or lease.
- k. disclose the time frame for which the compensation agreement is valid, not to exceed one (1) year. If no time frame is specified, the compensation agreement shall default to sixty (60) days.

2. BROKERAGE SERVICES PROVIDED TO BOTH PARTIES TO THE TRANSACTION. The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 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. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each party.

3. BROKER PROVIDING FEWER SERVICES. 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.

4. CONFIRMATION OF DISCLOSURE OF DUTIES AND RESPONSIBILITIES. 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.

I understand and acknowledge that I have received this notice on 13th day of May, 2025.

Buyer's Printed Name Julia Reid Buyer's Signature 

Buyer's Printed Name _____ Buyer's Signature _____