

UNITED COUNTRY - MIXON REALTY

**Residential Listing
Exclusive Right to Sell**

2507 North Broadway
Poteau, Ok 74953

Listing No.

Owner: Stephen A. McKinney
Email: (918) 721-9661 soigne.93@
Phone: yahoo.com
Owner mailing address: 34069 Jacob Road

Size: 3.096 Acres

Property mailing address: 34069 Jacob Road
Poteau, OK 74953

Price: 325,000⁰⁵

Legal description: Pleasant Hills Addition Lot 4 3ac

Expiration: 4-29-27

County: LEFLORE Size or acreage: 3.0964

Road access: paved Easements: _____

Services & utilities: Kiamichi (TOTAL ELECTRIC)

Average utility costs: Elect \$ Kiamichi Sewer & water \$ _____ Gas \$ _____

DESCRIBE HOME: Age 1996, SF: 1,796 s.f., Construction type: FRAME, vinyl siding

Roof type: comp., Age & condition: good, Type floor: Slab

Exterior walls: vinyl, Windows: insulated, Insulation: YES

Garage: carport Porches/patios: rear deck

Other features: Storm cellar
1 plus single car garage - Attached

SHOP: 20x30, Insulated with cooling

Outbuildings: Shed - 10x16

Description of land or lot: Water catchment system for gardening

Mortgage: \$ 296K Financing: Veterans United -

Taxes: \$ -0- Insurance: \$ _____ Listed Price: \$ 325,000

Date buyer receives possession: upon closing

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

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

TO UNITED COUNTRY - MIXON REALTY:

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

UNITED COUNTRY - MIXON REALTY

Darali Mixon
Real Estate Agent

[Signature]
Owner

Owner

Dated: 04-29-26

SELLER'S CLOSING ESTIMATE

Abstracting:	\$	<u>400⁰⁰</u>
Revenue:	\$	<u>487⁵⁰</u>
Commission:	\$	<u>19,500⁰⁰</u>
Survey	\$	
Closing fee:	\$	<u>350⁰⁰</u>
Home Warranty:	\$	
Other:	\$	
Other: <u>taxes</u>	\$	<u>????</u>
Total:	\$	<u>20,737⁵⁰</u>

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OKLAHOMA REAL ESTATE COMMISSION

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.*) 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 34069 Jacob Road Poteau, OK 74953

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	Working	Not Working	Do Not Know if Working	None/ Not Included
Sprinkler System				<input checked="" type="checkbox"/>
Swimming Pool				<input checked="" type="checkbox"/>
Hot Tub/Spa				<input checked="" type="checkbox"/>
Water Heater <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Solar				
Water Purifier				<input checked="" type="checkbox"/>
Water Softener <input type="checkbox"/> Leased <input type="checkbox"/> Owned				<input checked="" type="checkbox"/>
Sump Pump				<input checked="" type="checkbox"/>
Plumbing	<input checked="" type="checkbox"/>			
Whirlpool Tub	<input checked="" type="checkbox"/>			
Sewer System <input type="checkbox"/> Public <input checked="" type="checkbox"/> Private If private, select type: <input type="checkbox"/> Septic/Aerobic <input checked="" type="checkbox"/> Septic/Lateral Lines <input type="checkbox"/> Septic/Lagoon	<input checked="" type="checkbox"/>			
Air Conditioning System <input type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Heat Pump	<input checked="" type="checkbox"/>			
Window Air Conditioner(s) <u>Shop</u>				<input checked="" type="checkbox"/>
Attic Fan				<input checked="" type="checkbox"/>
Fireplaces <u>Electric</u>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>
Heating System <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Heat Pump	<input checked="" type="checkbox"/>			
Humidifier				<input checked="" type="checkbox"/>
Ceiling Fans	<input checked="" type="checkbox"/>			
Gas Supply <input type="checkbox"/> Public <input type="checkbox"/> Propane <input type="checkbox"/> Butane				<input checked="" type="checkbox"/>
Propane Tank <input type="checkbox"/> Leased <input type="checkbox"/> Owned				<input checked="" type="checkbox"/>

Buyer's Initials _____ Seller's Initials SA Initials are for acknowledgment purposes only

Appliances/Systems/Services	(Continued from page 1)	Working	Not Working	Do Not Know if Working	None/ Not Included
Electric Air Purifier					✓
Garage Door Opener		✓			
Intercom					✓
Central Vacuum					✓
Security System <input type="checkbox"/> Leased <input type="checkbox"/> Owned <input type="checkbox"/> Monitored <input type="checkbox"/> Financed					✓
Smoke Detectors		✓			✓
Fire Suppression System Date of Last Inspection _____		✓			✓
Dishwasher		✓			
Electrical Wiring		✓			
Garbage Disposal					✓
Gas Grill					✓
Vent Hood		✓			
Microwave Oven		✓			
Built-in Oven/Range					✓
Kitchen Stove		✓			
Trash Compactor					✓
Built-In Icemaker					✓
Solar Panels <input type="checkbox"/> Leased <input type="checkbox"/> Owned <input type="checkbox"/> Financed					✓
Generators <input type="checkbox"/> Leased <input type="checkbox"/> Owned <input type="checkbox"/> Financed					✓
Source of Household Water <input checked="" type="checkbox"/> Public <input type="checkbox"/> Well <input type="checkbox"/> Private/Rural District		✓			

IF YOU ANSWERED **Not Working** to any items on pages 1 and 2, please explain. Attach additional pages with your signature.

Zoning and Historical

1. Property is zoned: (Check One) residential commercial historical office agricultural industrial
 urban conservation other unknown no zoning classification
2. Is the property designated as historical or located in a registered historical district or historic preservation overlay district?
 Yes No Unknown

Flood and Water

- | | Yes | No |
|---|-----|----|
| 3. Are you aware if the dwelling or improvements are located in a FEMA defined flood zone?
<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown | | |
| If yes, what type of flood zone? (check all that apply) | | |
| <input type="checkbox"/> 100-year flood zone <input type="checkbox"/> 500-year flood zone <input type="checkbox"/> floodway <input checked="" type="checkbox"/> outside hazard area | | |
| Are you aware if the dwelling or improvements are located in a municipal or other government defined flood zone? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown If yes, what type of flood zone? _____ | | |
| 4. Are you aware if the dwelling or improvements are located in or adjacent to a regulated flood control reservoir (dam)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown | | |
| 5. Are you aware of any flood insurance requirements concerning the property? | | ✓ |
| 6. Are you aware of any flood insurance on the property? | | ✓ |

Buyer's Initials _____ Seller's Initials L. D. M. Initials are for acknowledgment purposes only

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Flood and Water	Yes	No
7. Are you aware of the property being damaged or affected by flood, storm run-off, sewer backup, draining or grading defects?		<input checked="" type="checkbox"/>
8. Are you aware of any surface or ground water drainage systems which assist in draining the property, e.g. "French Drains?"		<input checked="" type="checkbox"/>
9. Are you aware of any occurrence of water in the heating and air conditioning duct system?		<input checked="" type="checkbox"/>
10. Are you aware of water seepage, leakage or other draining defects in any of the improvements on the property?		<input checked="" type="checkbox"/>

Additions/Alterations/Repairs	Yes	No
11. Are you aware of any additions being made without required permits?		<input checked="" type="checkbox"/>
12. Are you aware of any previous foundation repairs?		<input checked="" type="checkbox"/>
13. Are you aware of any alterations or repairs having been made to correct defects?		<input checked="" type="checkbox"/>
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?		<input checked="" type="checkbox"/>
15. Are you aware of the roof covering ever being repaired or replaced during your ownership of the property?		<input checked="" type="checkbox"/>
16. Approximate age of roof covering, if known <u>approx 9-10 yrs</u> number of layers, if known _____		
17. Do you know of any current defects with the roof covering?		<input checked="" type="checkbox"/>
18. Are you aware of treatment for termite or wood-destroying organism infestation?		<input checked="" type="checkbox"/>
19. Are you aware of a termite bait system installed on the property? If yes, annual cost \$ <u>45.00 per month</u>	<input checked="" type="checkbox"/>	
20. Are you aware of any damage caused by termites or wood-destroying organisms?		<input checked="" type="checkbox"/>
21. Are you aware of major fire, tornado, hail, earthquake or wind damage?		<input checked="" type="checkbox"/>
22. Have you ever received payment on an insurance claim for damages to residential property and/or any improvements which were not repaired?		<input checked="" type="checkbox"/>
23. Are you aware of defects pertaining to sewer, septic, lateral lines or aerobic system?		<input checked="" type="checkbox"/>

Environmental	Yes	No
24. Are you aware of the presence of asbestos?		<input checked="" type="checkbox"/>
25. Are you aware of the presence of radon gas?		<input checked="" type="checkbox"/>
26. Have you tested for radon gas?		<input checked="" type="checkbox"/>
27. Are you aware of the presence of lead-based paint?		<input checked="" type="checkbox"/>
28. Have you tested for lead-based paint?		<input checked="" type="checkbox"/>
29. Are you aware of any underground storage tanks on the property?		<input checked="" type="checkbox"/>
30. Are you aware of the presence of a landfill on the property?		<input checked="" type="checkbox"/>
31. Are you aware of the existence of hazardous or regulated materials and other conditions having an environmental impact?		<input checked="" type="checkbox"/>
32. Are you aware of the existence of prior manufacturing of methamphetamine?		<input checked="" type="checkbox"/>
33. Have you had the property inspected for mold?		<input checked="" type="checkbox"/>
34. Are you aware of any remedial treatment for mold on the property?		<input checked="" type="checkbox"/>
35. Are you aware of any condition on the property that would impair the health or safety of the occupants?		<input checked="" type="checkbox"/>
36. Are you aware of any wells located on the property?		<input checked="" type="checkbox"/>
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		<input checked="" type="checkbox"/>

Property Shared in Common, Easements, Homeowner's Associations and Legal	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?		<input checked="" type="checkbox"/>

Buyer's Initials _____ Seller's Initials LD Initials are for acknowledgment purposes only

Property Shared in Common, Easements, Homeowner's Associations and Legal (Continued from page 3)	Yes	No
39. Other than utility easements serving the property, are you aware of any easements or right-of-ways affecting the property?		<input checked="" type="checkbox"/>
40. Are you aware of encroachments affecting the property?		<input checked="" type="checkbox"/>
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 _____		<input checked="" type="checkbox"/>
42. Are you aware of any zoning, building code or setback requirement violations?		<input checked="" type="checkbox"/>
43. Are you aware of any notices from any government or government-sponsored agencies or any other entities affecting the property?		<input checked="" type="checkbox"/>
44. Are you aware of any surface leases, including but not limited to agricultural, commercial or oil and gas?		<input checked="" type="checkbox"/>
45. Are you aware of any filed litigation or lawsuits directly or indirectly affecting the property, including a foreclosure?		<input checked="" type="checkbox"/>
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		<input checked="" type="checkbox"/>
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)		<input checked="" type="checkbox"/>

Miscellaneous	Yes	No
48. Are you aware of other defect(s) affecting the property not disclosed above?		<input checked="" type="checkbox"/>
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?		<input checked="" type="checkbox"/>
50. Are you aware of any warranties covering the property, its fixtures, or improvements (foundation, roof shingles, etc.)?		<input checked="" type="checkbox"/>

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.

Buyer's Initials _____ Seller's Initials S.A.M. Initials are for acknowledgment purposes only

PROPERTY IDENTIFIER 34069 Jacob Road Poteau, OK 74953

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? _____

[Signature] _____
Seller's Signature Date Seller's Signature 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 Date Purchaser's Signature Date

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 _____ Seller's Initials [Signature] Initials are for acknowledgment purposes only

OKLAHOMA REAL ESTATE COMMISSION

DISCLOSURE TO SELLER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

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

Contract of Sale of Real Estate

Listing Agreement

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 29th day of April, 2026.

Seller's Printed Name _____ Seller's Signature _____

Seller's Printed Name Stephen McKinney Seller's Signature [Signature]