

Offering 280± Acres Just One Mile East and ½ Mile South of the American Heartland Theme Park!

The Ann Alice Whitesell Estate
REAL ESTATE
AUCTION

Auction Will Be Conducted At:

The Craig County Fairgrounds, Vinita, OK
7:00 PM, Tuesday Evening, April 16th, 2024.
915 E Apperson Road, 1 Mile South of Walmart
Doors Open at 5:00 PM!

280± Acres Offered in 6 Parcels!

(4) 20± Acres, (1) 40± Acres, (1) 160± Acres

Buy One Parcel, Buy Any Combination of Parcels OR Buy It ALL!

Parcels 1, 2 & 3, Go to the Corner of S4470 & E280 Roads!

Parcels 4, 5 & 6, Go to the Corner of S4490 & E280 Roads!

Bidder's Information Packets Available!

Email Request To: JBRauctions.com
Or Call JB Robison Sr. at (918) 256-5524

Henry D. McClain, Personal Representative for the
Ann Alice Whitesell Estate, Seller

The Ann Alice Whitesell Estate

REAL ESTATE AUCTION

280± Acres Offered in 6 Parcels!

7:00 PM, Tuesday Evening, April 16th.

Auction Conducted at the Craig County Fairgrounds, Vinita, OK

GENERAL INFORMATION

VIEWING INFORMATION: Drive By Anytime! Home Shown By Appointment! We will have the Home open and be at the property on Sundays, March 31st, April 7th & April 14th..

CONFIRMATION OF THE AUCTION: This is an Estate. In accordance with the Probate Laws of the State of Oklahoma this property is being offered Subject to the Estate and Court Confirmation in the District Court in Craig County, Oklahoma. The High Bidder(s) will be notified when the Court Confirmation Date is scheduled. Note: Interested Parties may get the bidding re-opened at the Court Confirmation by placing an initial bid a minimum of 10% above the current bid. It is advisable for the High Bidder(s) at the April 16th Auction to attend the Court Confirmation.

Come Prepared To Buy!

OFFERED IN 6 PARCELS: Land will be offered in 6 Parcels using the Multi-Par Auction Method. Bid on any Parcel, any combination of Parcels, or the entire Property at any time. Buy as much as you want! There is more information on the Multi-Par Auction method included in this Bidder's Packet.

ESCROW DEPOSITS: FirsTitle of Vinita shall serve as the Escrow & Closing Agent. The Successful Bidder(s) shall place with FirsTitle \$10,000.00 per Auction Parcel they are the High Bidder on at the closing of the Bidding on April 16th.

Example: High Bidder on One Parcel = \$10,000. High Bidder on Three Parcels = \$30,000. High Bidder on all Six Parcels = \$60,000.

OFFERED FOR CASH: This property is being offered for Cash – there are no financing contingencies whatsoever. Have your financing arranged BEFORE you Bid!

NO BUYERS PREMIUM: No Buyers Premium will be charged at this Auction! The Amount(s) of the High Bids shall be the Contract Selling Price subject to Court Confirmation.

TITLE INSURANCE COMMITMENT : Within fifteen (15) days after the date of this Contract, Seller shall furnish to Buyer at the notice address of Buyer specified below, a current American Land Title Association (“ALTA”) form of title binder or commitment (“Commitment”) issued by First American Title Insurance Company or other title insurance company satisfactory to Seller, setting forth the current state of the title to the Auction Parcel(s) (surface rights only) which shows marketable title vested in the Seller according to the title standards adopted by the Oklahoma Bar Association

CLOSING DATE: Closing will be held on or before May, 16th, 2024; Said closing will be held at the offices of the escrow & closing agent, FirsTitle, Vinita, OK. The parties may, by mutual agreement, change the time, date, or place for closing of this real estate transaction.

AD VALOREM TAXES: Taxes shall be prorated to the closing date according to the 2023 levy.

CLOSING FEES: . The seller shall pay for the abstracting charges incurred prior to the issuance of the Commitment and the documentary stamp taxes required by law to be shown or reflected on the Personal Representative’s Deed. The Buyer shall pay the fees charged by the County Clerk to record the Personal Representative’s Deed and Buyer’s affidavits attached thereto, and the court order confirming this sales transaction. The Buyer shall also pay all fees, premiums and other charges associated with the issuance of the Commitment and owner's title insurance policy (and lender's policy, if any). The Buyer shall also pay the Escrow Agent’s closing fee. Seller and Buyer agree to execute a settlement statement prepared by the Escrow Agent reflecting the financial terms, prorations and adjustments set forth in this Contract.

POSSESSION & CURRENT CROP SHARE FARM LEASE: Auction Parcel(s) covered by this Contract is/are subject to a Crop Share Farm Lease by and between the Personal Representative of the Estate of Ann Alice Whitesell, deceased, as Personal Representative, and Randy Martins, as Operator. The Crop Share Farm Lease’s term expires on May 31, 2024; however, Operator has the right under the Crop Share Farm Lease to harvest any crops then currently planted and in the ground within 120 days after the expiration of the Crop Share Farm Lease.

ABSENTEE BIDDERS: Can't Make It To The Auction In Person? Not a problem! Contact J.B. Sr. (918) 256-5524 and make arrangements. Due to using the Multi-Par method we are unable to offer online bidding. We will be taking phone Bids during the Auction and have a designated bidder submitting bids made by Absentee Bidders in writing prior to the Auction. **PLEASE NOTE:** All Absentee Bidders are required to complete Absentee Bidder Agreements AND place \$10,000 in escrow for each Parcel they will be bidding on. If the Absentee Bidder is not a winning Bidder their escrow will be returned within 48 hours of the Auction.

CO-BROKERS INVITED TO PARTICIPATE: Licensed Oklahoma Brokers representing Prospective Bidders are invited to participate in this Auction. Brokers are required to pre-register their Client in writing no later than 12:00 Noon, Monday, April 15h, 2024. When completing the pre-registration, the Broker shall include their Client's Starting Bid(s) on the Parcels they will be Bidding on. The Broker shall attend the Auction with their Client. A Broker may only register one Client! If the Brokers Client becomes the winning Bidder and closes according to the terms of the Auction, the Broker shall receive 2% of their Clients purchase price at closing.

BROKER RELATIONSHIP: The parties hereto acknowledge and understand that J. B. Robison Auctioneers ("Auctioneer") is serving as transaction broker for the Seller. The Buyer acknowledges that it is the Auctioneer's duty and obligation to the Seller to obtain the highest and best bid possible on the Auction Parcel(s) possible.

NO WARRANTIES AND DISCLAIMER: Seller is not an expert regarding the condition of the Auction Parcel(s), and no representations, warranties, or guarantees regarding the condition of the Auction Parcel(s) are herein expressed or implied. Furthermore, Seller makes no representations, warranties, or guarantees regarding the boundary lines of the Auction Parcel(s) relative to existing fences or other improvements, nor regarding the number of acres contained in the Auction Parcel(s). Seller is under no obligation to provide or pay for a survey of the Auction Parcel(s). The parties hereto understand and acknowledge that Seller is not an owner occupant of the Auction Parcel(s), that this sales transaction is not subject to the provisions of the Oklahoma Residential Property Condition Disclosure Act, and that Seller will convey the Auction Parcel(s) to Buyer "AS IS." Buyer may at Buyer's option and at Buyer's sole cost and expense, have the Auction Parcel(s) surveyed by a professional land surveyor or engineer.

The Multi-Parcel Auction Method

The Multi-Parcel (*multi-par*) Auction method allows the buyer to maintain control of any tracts or parcel throughout the Auction, regardless of the combination of the tracts. With the Multi-par Auction Method, you select the lots you wish to purchase and bid on them. The Multi-Par Auction Method is tracked with a computer software system and automated process for real time tracking.

In Round 1 the tracts are Auctioned one at a time until each tract has a high bidder. At this point the bidding has not closed. In Round 2, bidders may combine two or more tracts or re-bid a single tract with an increase in the bid determined by the Auctioneer. Requests for combinations or re-bids are continued until there are no further requests and the Auctioneer declares the bidding closed. An overhead projector is used to display the high bids and the bidder's number to keep you informed of the current high bids. When all bids are in and recorded, no one desires to advance the bid on any tract, combination of tracts or the entire property the Auction will be announced closed.

Advantage of the Multi – Par Method

No one is knocked out of bidding at any time.

You may combine any or all tracts in any grouping throughout the entire Auction as well as post new bids on any single tract or combination.

At any time, you can look at the lots displayed on large boards and see the high bid and whether you have control of that tract.

Since everyone who is participating in the Auction event can choose which property they want to buy and the price is set by the bidder, everyone has the same opportunity to buy regardless of the other bidder's possible wealth or bidding strength.

Helpful Bidding Tips

Bid on only the tracts or items that you want to own. If you only want a single tract then bid when it is available. If you want multiple tracts or them all, then bid when combination of tracts is permitted. Remember any bid posted is considered active and could be back in the winning position any time during the auction.

Do not wait to bid at the end... prices do not go down. Waiting only invites more people to jump in at the last moment. Remember, it's better to defend your position than to take it from someone else.

Prior to the Auction determine your buying strategy. Determine what you want to buy and how much you can spend. Use the Auction company personnel who are working on the floor to help you with the math during the Auction event. Calculators will be available.

Sound confusing? Do Not Worry! Auction personnel will be available to help you during the entire Auction bidding process.

Multi-Parcel Auction Example

A Multi-Par Auction is the sale of Real Estate offered in two or more tracts of land. For purposes of explanation:

100 Acres Offered in Five Tracts

Tract #1 = 5 Acres

Tract #2 = 10 Acres

Tract #3 = 10 Acres

Tract #4 = 25 Acres

Tract #5 = 50 Acres

The bidding will usually open offering the tracts individually first:

Bid Board (Individual Tracts)

Tract Number	Bidder Number	Bid Amount
1	100	\$ 5,000
2	200	\$ 10,000
3	300	\$ 10,000
4	400	\$ 25,000
5	500	\$ 50,000

Following the offering of individual tracts, the Auctioneer will begin taking bids for any combinations. Example: \$26,000 will tie Tracts 1, 2 & 3 together and pull them away from the individual bidders for their respective tracts, because the bid is higher than the individual bids totaling \$25,000. See bid board below.

Bid Board (Combinations)

Combinations	Bidder	Bid Amount
1-2-3	600	\$26,000

Bidders 100, 200, & 300 are “out”, because of a successful combination by Bidder 600. But this leaves Bidders 400 & 500 still in the winning position on their respective tracts. What is of importance is the bid for Combination 1-2-3 at \$26,000 plus the individual bids of \$25,000 and \$50,000 for Tracts 4 & 5 total out to be \$101,000... beating out the total of \$100,000 for all the Individual bids.

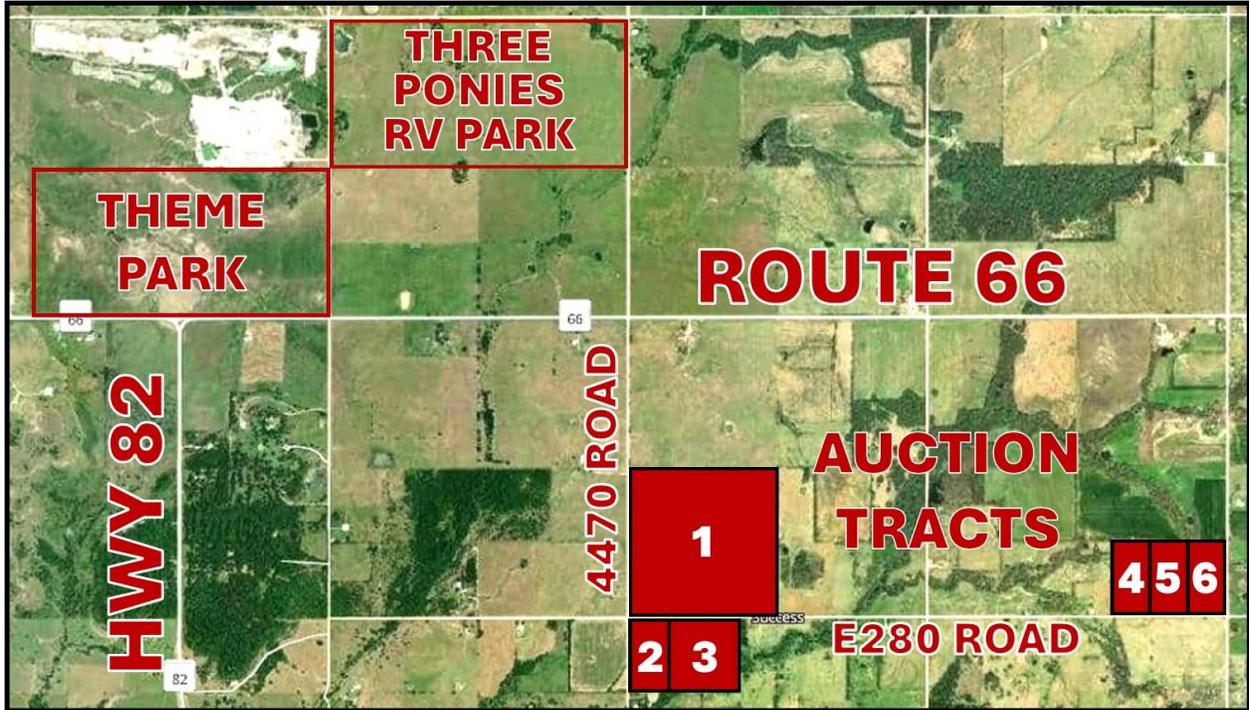
But keep in mind, Bidders 100, 200 & 300 are not necessarily finished bidding. There is only a \$2,000 difference from a change on the bid board and those who would want to be in a winning position. ***This process will take place until all bids are exhausted and the Auctioneer declares the auction closed.***

THE ANN ALICE WHITESELL ESTATE AUCTION

East of Vinita, Craig County, Oklahoma - Selling in Parcels!

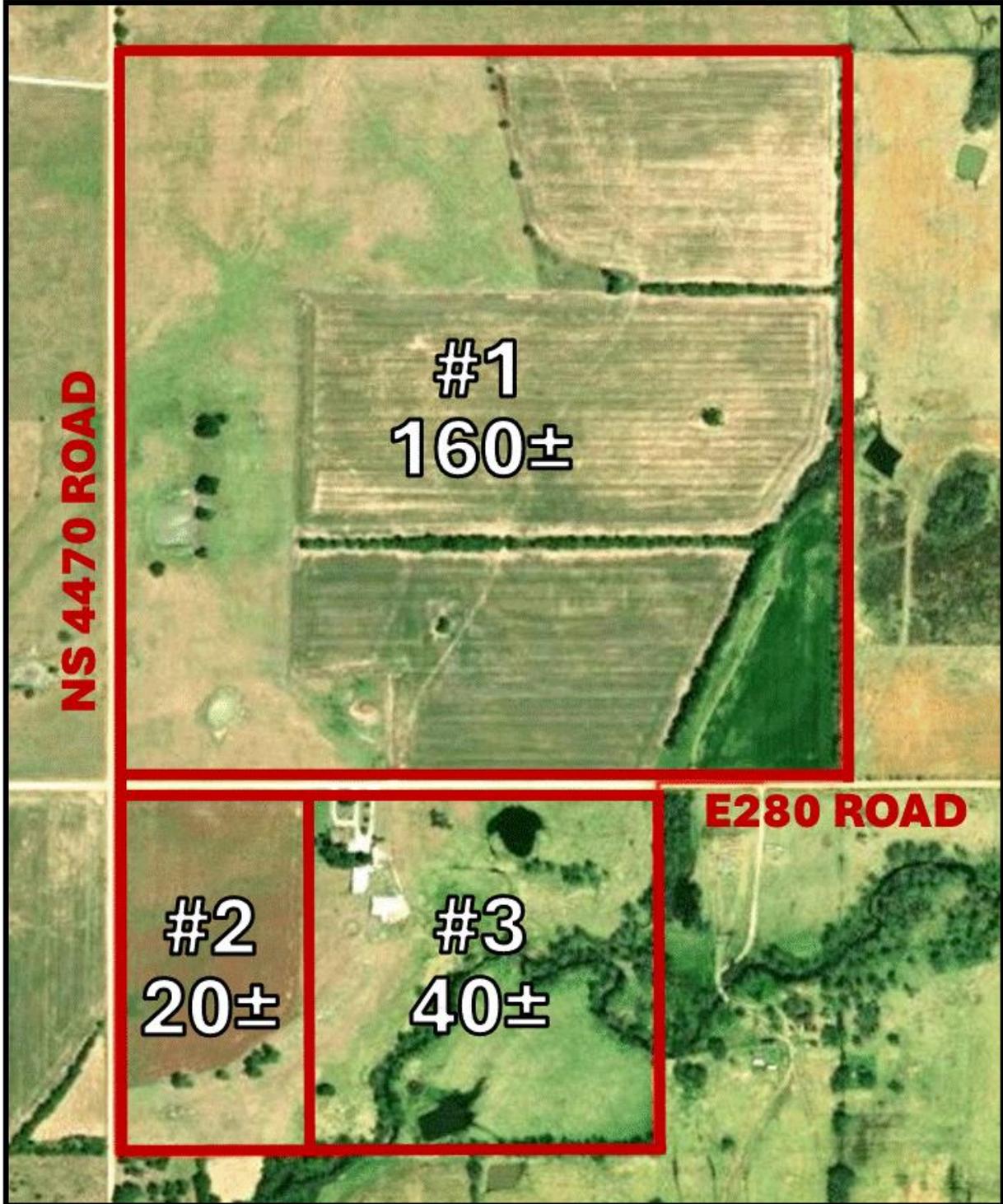
Buy One Tract, Any Combination of Tracts, OR BUY IT ALL!

Sells at Craig County Fairgrounds - 7:00 PM, Tuesday Evening, April 16th, 2024



THIS IS NOT A SURVEY!

Acreages Are APPROXIMATE!!!



THIS IS NOT A SURVEY!

Acreages Are APPROXIMATE !!!

One Mile South of Highway 60 On County Line / 4490 Road



WHITESELL AUCTION PARCEL INFORMATION

AUCTION PARCEL #1:

160± Acres – Sits at the Corner of S4470 & E280 County Roads.

REC Electric & Bolt Fiber Optic Internet, TV, Home Phone Available.

Pastures Are Fenced.

Estimated 95± Acres Tillage Ground & 65± Acres Pasture.

.7 Acre Pond – .4 Acre Pond – .1 Acre Pond –

Total Wetlands Acres Including Ponds = 4.97± Acres –

0 Acres in Floodway.

.017± Acres in 100 Year Floodplain.

0 Acres in 500 Year Floodplain.

Soils:

105.9± Acres “SuB” Apperson Silty Clay Loam.

28.9± Acres “BoB” Apperson Silt Loam.

21.8± Acres “BaC2” Bates Loam.

2.5± Acres “CrB” Craig Silt Loam.

1.0± “LuB” Lula Silt Loam.

AUCTION PARCEL #2:

20± Acres – Sits at the Corner of S4470 & E280 County Roads.

REC Electric & Bolt Fiber Optic Internet, TV, Home Phone Available.

Fenced on the South & East –

Estimated 15.5± Acres of Tillage Ground & 4.5± Acres Grass & Trees –

0 Acres in Floodway.

0.59± Acres in 100 Year Floodplain.

0 Acres in 500 Year Floodplain.

Soils:

10.6± Acres “BoB” Apperson Silt Loam.

4.7± Acres “SuB” Apperson Silty Clay Loam.

3.4± Acres “TsD” Shidler-Catoosa Complex.

1.2± Acres “Ve” Verdigris Silty Clay Loam.

0.1± Acre “BaC” Bates Loam.

AUCTION PARCEL #3:

447167 E 280 Road, Vinita, OK 74301 - 280 Road Frontage –

REC Electric & Bolt Fiber Optic Internet, TV, Home Phone Available.

Homesite, Pasture, Fenced –

.6± Acre Pond –

.4± Acre Pond –

1,824 SF Frame Home –

4 Bedrooms –

2 Baths –

Vinyl Siding –

Wall Heaters – Window Air –

REC Electric –

Sulphur Well –

Septic Sewer –

Originally Built 1918 –

Open Slab Porch 11x57 less 6x6, 579 SF –

Slab Porch Covered 6x36, 198 SF –

Open Slab Porch 6x15, 90 SF –

Slab Porch Covered 6x6, 36 SF –

Wood Yard Shed, 6x8, 48 SF –

1930 Pole Barn 88x64, 5,632 SF –

1920 Pole Barn 91x44, 4,004 SF –

1918 Detached Garage 30x28, 840 SF –

1918 Milk House 24x14, 336 SF

(3) Grain Bins –

NOTE: All measurements and descriptions are from Craig County Assessor Records.

Total Wetlands Acres Including Ponds = 3.54± Acres.

0 Acres in Floodway.

21.29± Acres in 100 Year Floodplain.

0 Acres in 500 Year Floodplain.

Soils:

20.6± Acres “Ve” Verdigris Silty Clay Loam.

7.9± Acres “SuB” Apperson Silty Clay Loam.

6.2± Acres “Ot” Mayes Silty Clay Loam.

2.7± Acres “TsD” Shidler-Catoosa Complex.

2.6± Acres “BoB” Apperson Silt Loam.

AUCTION PARCEL #4:

20± Acres – E280 Road Frontage –

REC Electric & Bolt Fiber Optic Internet, TV, Home Phone Available.

Fenced on the West & North –

Estimated 13.5± Acres of Tillage Ground & 6.5± Acres Pasture & Trees –
.1± Acre Pond –

Total Wetlands Acres Including Ponds = 0.13± Acre –

0 Acres in Floodway.

0 Acres in 100 Year Floodplain.

0 Acres in 500 Year Floodplain.

Soils:

8.6± Acres “ChB” Choteau Silt Loam.

8.5± Acres “TaA” Taloka Silt Loam.

2.5± Acres “CrB” Craig Silt Loam.

0.3± Acre “Vt” Verdigris-Eram Complex.

0.1± Acre “DnB” Dennis Silt Loam.

AUCTION PARCEL #5:

20± Acres – E280 Road Frontage –

REC Electric & Bolt Fiber Optic Internet, TV, Home Phone Available.

Fenced on the North –

Estimated 13.5± Acres of Tillage Ground & 6.5± Acres Pasture & Trees –

Total Wetlands Acres = 0.01± Acre –

0 Acres in Floodway.

0 Acres in 100 Year Floodplain.

0 Acres in 500 Year Floodplain.

Soils:

10.1± Acres “ChB” Choteau Silt Loam.

6.8± Acre “DnB” Dennis Silt Loam.

2.4± Acres “TaA” Taloka Silt Loam.

0.7± Acres “CrB” Craig Silt Loam.

AUCTION PARCEL #6:

20± Acres – Sits at the Corner of S4490 & E280 County Roads.

REC Electric & Bolt Fiber Optic Internet, TV, Home Phone Available.

Fenced on the North –

Old Homesite –

Estimated 13.9± Acres of Pasture, Trees & 6.1± Acres Tillage Ground –

Total Wetlands Acres = 0.58± Acre –

0 Acres in Floodway.

0 Acres in 100 Year Floodplain.

0 Acres in 500 Year Floodplain.

Soils:

10.6± Acres “CrB” Craig Silt Loam.

6.1± Acres “Ot” Mayes Silty Clay Loam.

2.4± Acre “DnB” Dennis Silt Loam.

0.5± Acre “ChB” Choteau Silt Loam.

0.3± Acre “EoC” Eldorado Silt Loam.

2023 PROPERTY TAX INFORMATION:

26-25-21 Entire 160 Acres, Till Ground & Pasture = \$455.05

35-25-21 Entire 60 Acres, Home & Barns = \$516.03

25-25-21 Entire 60 Acres, Till Ground, Grass, Old Homesite = \$145.84

TOTAL 2023 Property Taxes = \$1,116.92

PLEASE NOTE: Property Taxes WILL CHANGE in the future based upon the sales prices received!!!

WHITESELL AUCTION PARCELS

Legal Descriptions

Auction Parcel #1 - Legal Description

The Southwest Quarter of Section 26, Township 25 North, Range 21 East of the Indian Meridian, Craig County, Oklahoma, containing 160 acres more or less, according to the United States Government Survey thereof.

Auction Parcel #2 - Legal Description

The West Half of the Northwest Quarter of the Northwest Quarter in Section 35, Township 25 North, Range 21 East of the Indian Meridian, Craig County, Oklahoma, containing 20 acres, more or less, according to the United States Government Survey thereof.

Auction Parcel #3 - Legal Description

The East Half of the Northwest Quarter of the Northwest Quarter, and the West Half of the Northeast Quarter of the Northwest Quarter, of Section 35, all in Township 25 North, Range 21 East of the Indian Meridian, Craig County, Oklahoma, containing 40 acres, more or less, according to the United States Government Survey thereof.

Auction Parcel #4 - Legal Description

The East half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 25, Township 25 North, Range 21 East, Craig County, Oklahoma, containing 20 acres, more or less, as shown by the records on file in the County Clerk of Craig County, State of Oklahoma.

Auction Parcel #5 - Legal Description

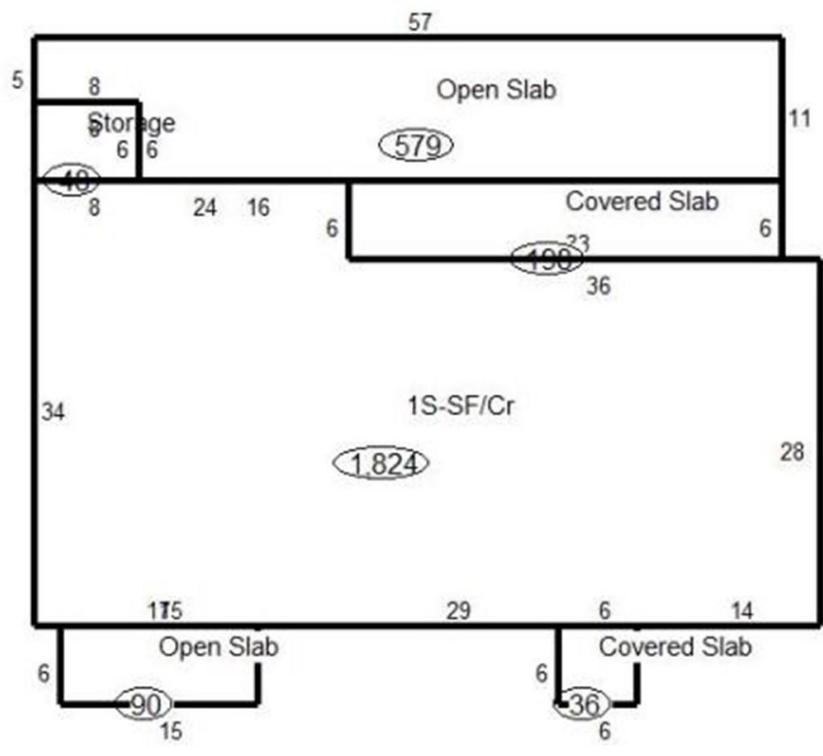
The West half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 25, Township 25 North, Range 21 East, Craig County, Oklahoma, containing 20 acres, more or less, as shown by the records on file in the County Clerk of Craig County, State of Oklahoma.

Auction Parcel #6 - Legal Description

The East half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 25, Township 25 North, Range 21 East, Craig County, Oklahoma, containing 20 acres, more or less, as shown by the records on file in the County Clerk of Craig County, State of Oklahoma.



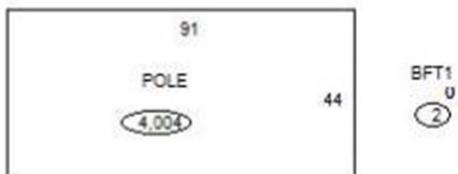




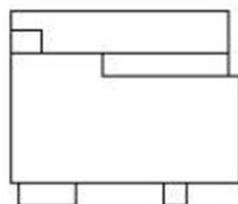
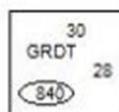
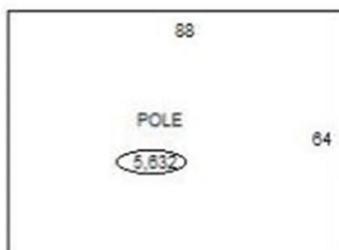
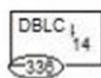








BFT1
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J.B. ROBISON AUCTIONEERS REALTORS
441440 East Highway 60, Vinita, OK 74301
Office: 918-256-5524 Fax: 918-256-6179 Vinita: 918-786-4864

REAL ESTATE SALES CONTRACT

THIS CONTRACT made and entered into on _____, 2024, by and between Henry D. McClain, Personal Representative of the Estate of Ann Alice Whitesell, deceased, hereinafter referred to as the "Seller", and the following person(s), hereinafter referred to as "Buyer", whether one or more, to-wit:

Buyer's Name: _____

Buyer's Address: _____

Buyer's Contact Number(s): _____

Buyer's Email Address: _____

If Buyer is an entity other than a natural born person:

Buyer's Agent(s): _____

_____, its:

W I T N E S S E T H:

That for and in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:

1. **Sale of Real Property.** Seller does hereby agree to grant, bargain, sell, and convey unto Buyer and Buyer does hereby agree to purchase from Seller the real property situated in Craig County, Oklahoma, identified as Auction Parcel(s) _____, further described in **Exhibit A** ("Auction Parcel(s)").

2. **Purchase Price.** Buyer agrees to pay and Seller agrees to accept as the total purchase price for the Auction Parcel(s), the sum of \$ _____, payable in the following manner and at the following times, to-wit:

(a) **Earnest Money.** At the time of the execution of this Contract by Buyer, Buyer shall deliver to J. B. Robison Auctioneers/Realtors a check made payable to the order of FirsTitle, located at 111 E Canadian Ave, Vinita, Oklahoma 74301 (the "Escrow Agent"), in an amount equal to TEN THOUSAND and NO/100 DOLLARS (\$10,000.00) per Auction Parcel purchased, which sum shall be treated as an earnest money deposit and part payment of the total price, and shall be held

and disbursed by the Escrow Agent in accordance with the terms and provisions of this Contract.

- (b) **Balance Due at Closing.** The balance of the purchase price shall be paid by Buyer to Seller by certified or cashier's check, or wire transfer to Seller's preferred financial institution (with Buyer to pay any wire transfer costs) at the time of the closing of this sales transaction and delivery of a Personal Representative's Deed by Seller to Buyer as hereinafter provided.

3. **Confirmation of Sale.** The covenants, agreements and obligations of Seller contained herein are expressly conditioned upon the confirmation of the sales transaction referenced herein by the District Court in and for Craig County, Oklahoma, in the Matter of the Estate of Ann Alice Whitesell, deceased (the "Decedent"), Case No. PB-2023-26 (the "Estate"). If the Court does not confirm the sales transaction contemplated herein for any reason other than Buyer's default as set forth in paragraph 9 below, then this Contract shall automatically terminate, the earnest money referred to in paragraph 2(a) above shall be returned to Buyer, all abstracts shall be returned to Seller, and thereafter Seller and Buyer shall be relieved from all obligations hereunder without liability, one to the other. If the Court does not confirm the sales transaction contemplated herein because of Buyer's default, as set forth in paragraph 9 below, then Seller may pursue the remedies specified in paragraph 9 below, the same as if the condition precedent specified in this paragraph 3 had been met or satisfied prior to Buyer's default.

4. **Title Insurance.** Within fifteen (15) days after the date of this Contract, Seller shall furnish to Buyer at the notice address of Buyer specified below, a current American Land Title Association ("ALTA") form of title binder or commitment ("Commitment") issued by First American Title Insurance Company or other title insurance company satisfactory to Seller, setting forth the current state of the title to the Auction Parcel(s) (surface rights only). The owner's policy of title insurance to be issued pursuant to the Commitment shall be in an amount equal to the total purchase price stated in paragraph 2 above. The preprinted exceptions and exclusions customarily contained in an ALTA form of owner's policy, exceptions for oil, gas, coal and other minerals, and all easements and rights of way shown as exceptions or exclusions in the Commitment shall be conclusively deemed or regarded as "Permitted Exceptions." The existence of the Permitted Exceptions shall not be deemed to adversely affect Buyer's title to the Auction Parcel(s), and shall not be regarded as title defects. All exceptions and requirements (other than the Permitted Exceptions and the requirement that Buyer pay to or for the account of Seller the full consideration for the estate or interest to be insured) contained in the Commitment shall be satisfied by Seller at Seller's sole cost and expense at or prior to the closing of this real estate sales transaction. Buyer shall have the right to waive at closing or at any time prior to closing any requirements or exceptions contained in the Commitment (other than the Permitted Exceptions) provided that any such waiver to be binding upon Buyer must be in writing duly dated and executed by Buyer.

If Seller is unable or unwilling to cure or satisfy all exceptions and requirements (other than the Permitted Exceptions and the requirement that Buyer pay to or for the account of Seller the full consideration for the estate or interest to be insured) contained in the Commitment at or

prior to the closing and if all such unsatisfied requirements and exceptions (other than the Permitted Exceptions) are not waived by Buyer in writing at or prior to closing, as above set forth, then Seller or Buyer may terminate this Contract by written notice, one party to the other and to the Escrow Agent, whereupon the Escrow Agent shall immediately return to Buyer the earnest money deposit described in paragraph 2(a) of this Contract and thereupon this Contract shall become null and void without liability, one party to the other, the same as though this Contract had not been entered into in the first instance.

If Seller is able to furnish the Commitment to Buyer in the time and manner set forth above, containing only the Permitted Exceptions and those conditions, if any, waived by Buyer in writing at or prior to closing, the cost of the Commitment and the owner's policy issued pursuant thereto shall be borne by Buyer. The cost of removing any exceptions or exclusions (other than Permitted Exceptions) contained in the Commitment shall be borne by Seller and Buyer held harmless therefrom.

5. **Closing of Sales Transaction.** If all conditions hereunder have been met or waived as provided in paragraph 3 above, the closing of this sales transaction will be held on or before May 16, 2024. Said closing will be held in the offices of the Escrow Agent in Vinita, Oklahoma. The parties hereto may, by mutual agreement, change the time, date, or place for closing of this real estate sales transaction. The terms "closing date", "date of closing", and "closing" as used in this Contract shall be deemed to refer to the closing of this real estate sales transaction as described and set forth in this paragraph 5.

6. **Closing Documents.** At the time and place set forth in paragraph 5 above for the closing of this sales transaction, Seller shall deliver to Buyer the following documents:

- (a) A properly executed and acknowledged Personal Representative's Deed conveying the Auction Parcel(s) to Buyer, subject to easements and rights of way of record or in place, restrictive covenants of record, and applicable zoning ordinances; and
- (b) Certified copy of the court order confirming this sales transaction, said order being more fully described in paragraph 3 above; and
- (c) All keys and openers which may be required to obtain entry into the residence and other locked areas of the Auction Parcel(s); and
- (d) Standard no-lien affidavit stating that all bills for any labor and materials furnished prior to closing for improvements to the Auction Parcel(s) have been or will be paid by Seller.

At the aforesaid time and place of closing, the earnest money set forth in paragraph 2(a) above shall be paid to Seller, and Buyer shall pay Seller the sum set forth in paragraph 2(b) above. Each Buyer shall also execute and deliver to the Escrow Agent an affidavit executed in accordance with and pursuant to 60 O.S. § 121, stating that each Buyer is in compliance with the requirements of said statute. Seller shall pay for the abstracting charges incurred prior to the issuance of the Commitment and the documentary stamp taxes required by law to be shown or reflected on the

Personal Representative's Deed. Buyer shall pay the fees charged by the County Clerk to record the Personal Representative's Deed and Buyer's affidavits attached thereto, and the court order confirming this sales transaction. Buyer shall also pay all fees, premiums and other charges associated with the issuance of the Commitment and owner's title insurance policy (and lender's policy, if any). Buyer shall also pay the Escrow Agent's closing fee. Seller and Buyer agree to execute a settlement statement prepared by the Escrow Agent reflecting the financial terms, prorations and adjustments set forth in this Contract.

7. **Ad Valorem Taxes.** Ad valorem taxes for all prior years shall be paid by Seller. The current year's ad valorem taxes shall be prorated among the parties as of the date of the closing of this sales transaction, based upon the prior year's assessment.

8. **Possession.** Possession of the Auction Parcel(s) shall be delivered by Seller to Buyer at the time of the closing of this sales transaction and delivery of the Personal Representative's Deed by Seller to Buyer as hereinabove provided. Notwithstanding the foregoing, the Auction Parcel(s) covered by this Contract is/are subject to a Crop Share Farm Lease by and between the Personal Representative of the Estate of Ann Alice Whitesell, deceased, as Personal Representative, and Randy Martins, as Operator. The Crop Share Farm Lease's term expires on May 31, 2024, however, Operator has the right under the Crop Share Farm Lease to harvest any crops then currently planted and in the ground within 120 days after the expiration of the Crop Share Farm Lease.

9. **Default of Buyer.** If, after the conditions enumerated in this Contract have been met or waived and if Seller has fully performed all of Seller's obligations and covenants contained in this Contract, Buyer shall breach this contract or fail to perform Buyer's obligations hereunder and conclude this sales transaction, Seller may terminate this Contract and shall thereupon be entitled to receive from the Escrow Agent and keep the earnest money deposit described in paragraph 2(a) above as reasonable agreed liquidated damages for breach of this Contract by Buyer. The parties hereto agree that said amount is a reasonable amount for such liquidated damages and that from the nature of the subject matter it would be extremely difficult and impractical to fix the actual damages suffered by Seller resulting from Buyer's breach of this Contract. In the alternative, and at Seller's option, Seller may pursue any other remedy at law or in equity which Seller may have for breach of this Contract by Buyer. If the Court does not confirm the sales transaction contemplated herein (as set forth in paragraph 3 above) because of the default of Buyer, then Seller shall have the rights and remedies set forth in this paragraph 9, the same as though the condition precedent contained in paragraph 3 of this Contract had been met or satisfied prior to Buyer's default.

10. **Default of Seller.** If Buyer shall perform all of Buyer's obligations hereunder or tender performance thereof in the manner required by law and Seller shall breach this Contract or fail to perform Seller's obligations hereunder and conclude this sales transaction, then Buyer upon ten (10) days prior written notice to Seller shall be entitled to either (a) cancel and terminate this Contract, whereupon the Escrow Agent shall return the monies described in paragraph 2(a) hereof to Buyer, or (b) pursue any remedy at law or in equity which Buyer may have for breach of this Contract by Seller.

11. **Miscellaneous Covenants and Agreements.** The following covenants and agreements shall be applicable to this Contract and binding upon the parties hereto from the date hereof.

- (1) **Notices and Communications.** Any notice or other communication required or which may be given under the terms of this Contract shall be deemed sufficiently given or served if personally delivered to Seller, if intended for Seller, or personally delivered to any party executing this Contract as Buyer, if intended for Buyer, or if sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Seller:

Henry D. McClain, Personal Representative of the Estate of Ann Alice Whitesell, deceased.
940 N Skyline Drive
Vinita, OK 74301

With a copy to:

Mark W. Curnutte
Jessie R. Washam
Logan & Lowry, LLP
P.O. Box 558
Vinita, OK 74301

If to Buyer:

Use Buyer's address as shown
on page 1 of this Contract

Date of service of any notice or other communication required or which may be given under the terms of this Contract served by mail shall be the date on which the same is received by the party to whom addressed. Either party hereto may by prior written notice to the other party change the address which any notice or communication hereunder may be given to such party.

- (2) **No Warranties and Disclaimer.** Seller is not an expert regarding the condition of the Auction Parcel(s), and no representations, warranties, or guarantees regarding the condition of the Auction Parcel(s) are herein expressed or implied. Furthermore, Seller makes no representations, warranties, or guarantees regarding the boundary lines of the Auction Parcel(s) relative to existing fences or other improvements, nor regarding the number of acres contained in the Auction Parcel(s). Seller is under no obligation to provide or pay for a survey of the Auction Parcel(s). The parties hereto understand and acknowledge that Seller is not an owner occupant of the Auction Parcel(s), that this sales transaction is not subject to the provisions of the Oklahoma Residential Property Condition Disclosure Act, and that Seller will convey the Auction Parcel(s) to Buyer "AS IS." Buyer may at Buyer's option and at Buyer's sole cost and expense, have the Auction Parcel(s) surveyed by a professional land surveyor or engineer.
- (3) **Broker Relationship.** The parties hereto acknowledge and understand that J. B. Robison Auctioneers/Realtors ("Auctioneer") is serving as transaction broker for the Seller. Buyer acknowledges that it is the Auctioneer's duty and obligation to Seller to obtain the highest and best bid possible on the Auction Parcel(s).
- (4) **Entirety and Waiver.** This Contract constitutes the entire understanding and agreement by and between the parties hereto and supersedes any prior negotiations, agreements, understandings, or statements at any time made or had by and between the parties hereto or any of their agents or employees. No amendment or modification hereof shall be deemed valid unless first reduced to writing and dated and signed by all parties hereto.
- (5) **Applicable Law.** This Contract has been prepared in accordance with the laws of the State of Oklahoma and is to be construed, enforced and wholly governed in accordance with the laws of such state. The parties hereto irrevocably submit in any suit, action, or proceeding arising out of or relating to this Contract to the jurisdiction and venue of the District Court in and for Craig County, Oklahoma, and the Parties hereto hereby waive any and all objections to jurisdiction and venue that such party may have under the laws of Oklahoma or the United States.
- (6) **No Assignment.** No assignment of this Contract by Buyer shall be deemed valid or effective unless said assignment is first reduced to writing and dated and signed by all parties hereto.
- (7) **Representations of Buyer.** If Buyer is an entity other than a natural born person, then Buyer represents and warrants to Seller that Buyer is an entity, duly organized, validly existing, and in good standing under the laws of the State of Oklahoma. Buyer further represents and warrants to Seller that the undersigned have the requisite power and authority to enter into this Contract and consummate the sales transaction described herein on behalf of Buyer.
- (8) **Binding Effect.** This Contract shall be binding upon Seller, his successors and assigns, and upon Buyer and Buyer's heirs, legal and personal representatives,

successors, and assigns to the extent assignment of this Contract by Buyer is permitted hereunder. All persons executing this Contract as Buyer shall be jointly and severally bound by and subject to the obligations of Buyer set forth in this Contract.

(9) **Time of the Essence.** Time is of the essence of this Contract.

IN WITNESS WHEREOF, the parties hereto have duly executed this Real Estate Sales Contract on the date first above set forth.

“SELLER”

Henry D. McClain, Personal Representative of the Estate of
Ann Alice Whitesell, deceased

“BUYER”

If Buyer is other than a natural born person:

“BUYER”

By: _____

Title: _____

RECEIPT AND ACCEPTANCE OF ESCROW

The undersigned Escrow Agent acknowledges receipt of the earnest money deposit referred to in paragraph 2(a) of the above Contract and agrees to (a) hold said funds in the Escrow Agent's trust or escrow account, and (b) act as the closing agent for this sales transaction and pay or disburse the earnest money deposit in accordance with the terms of the Contract.

ESCROW AGENT

FirsTitle

(Date)

By: _____
Signature and Title

WHITESELL AUCTION PARCELS

Legal Descriptions

EXHIBIT A:

Auction Parcel #1 - Legal Description

The Southwest Quarter of Section 26, Township 25 North, Range 21 East of the Indian Meridian, Craig County, Oklahoma, containing 160 acres more or less, according to the United States Government Survey thereof.

Auction Parcel #2 - Legal Description

The West Half of the Northwest Quarter of the Northwest Quarter in Section 35, Township 25 North, Range 21 East of the Indian Meridian, Craig County, Oklahoma, containing 20 acres, more or less, according to the United States Government Survey thereof.

Auction Parcel #3 - Legal Description

The East Half of the Northwest Quarter of the Northwest Quarter, and the West Half of the Northeast Quarter of the Northwest Quarter, of Section 35, all in Township 25 North, Range 21 East of the Indian Meridian, Craig County, Oklahoma, containing 40 acres, more or less, according to the United States Government Survey thereof.

Auction Parcel #4 - Legal Description

The East half ($E\frac{1}{2}$) of the Southwest Quarter ($SW\frac{3}{4}$) of the Southeast Quarter ($SE\frac{3}{4}$) of Section 25, Township 25 North, Range 21 East, Craig County, Oklahoma, containing 20 acres, more or less, as shown by the records on file in the County Clerk of Craig County, State of Oklahoma.

Auction Parcel #5 - Legal Description

The West half ($W\frac{1}{2}$) of the Southeast Quarter ($SE\frac{3}{4}$) of the Southeast Quarter ($SE\frac{3}{4}$) of Section 25, Township 25 North, Range 21 East, Craig County, Oklahoma, containing 20 acres, more or less, as shown by the records on file in the County Clerk of Craig County, State of Oklahoma.

Auction Parcel #6 - Legal Description

The East half ($E\frac{1}{2}$) of the Southeast Quarter ($SE\frac{3}{4}$) of the Southeast Quarter ($SE\frac{3}{4}$) of Section 25, Township 25 North, Range 21 East, Craig County, Oklahoma, containing 20 acres, more or less, as shown by the records on file in the County Clerk of Craig County, State of Oklahoma.

**APPENDIX B. RESIDENTIAL PROPERTY CONDITION DISCLAIMER STATEMENT
FORM**

Seller instructions: Oklahoma Law (the "Residential Property Condition Disclosure Act," 60, O.S. Section 831 et. seq., effective July 1, 1995) requires a seller of 1 and 2 residential dwelling units to deliver, or cause to be delivered, a disclaimer statement to a purchaser as soon as practicable, but in any event before acceptance of an offer to purchase if you, the seller: 1) have never occupied the property and make no disclosures concerning the condition of the property; and 2) have no actual knowledge of any defect concerning the property.

If, however, you occupied the property or know of a defect in regard to the property, you must complete and deliver, or cause to be delivered, a "Residential Property Condition Disclosure Statement" to the purchaser.

Also, if you become aware of a defect after delivery of this disclaimer statement to a purchaser, but before you accept an offer to purchase, you must complete and deliver, or cause to be delivered, a "Residential Property Condition Disclosure Statement" to a purchaser.

Completion of this form by you may not be more than 180 days prior to the date this form is received by a purchaser.

Note: If this disclaimer statement is delivered to a purchaser after an offer to purchase has been made by the purchaser, the offer to purchase shall be accepted by you only after a purchaser has acknowledged receipt of this statement and confirmed the offer to purchase.

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.

(For more information on the requirements of the law, please refer to the Residential Property Condition Disclosure Information Pamphlet.)

Seller's Disclaimer Statement

The undersigned seller states that seller has never occupied the property located at 447167 E 280 Rd, Vinita, Oklahoma; makes no disclosures concerning the condition of the property; AND has no actual knowledge of any defect.

[Signature] Feb 1, 2024 _____ _____
Seller's Signature Date Seller's Signature Date

Purchaser's Acknowledgment

The purchaser shall sign and date this acknowledgment. The purchaser is urged to carefully inspect the subject property and, if desired, to have the property inspected by an expert. The purchaser acknowledges that purchaser has read and received a signed copy of this statement. This completed acknowledgement should accompany an offer to purchase you make on the property identified above.

Purchaser's Signature Date Purchaser's Signature Date

Note to seller and purchaser: A real estate licensee has no duty to the seller or 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 this disclaimer statement.

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: 447167 E 280 Rd, Vinita, Oklahoma 74301

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) 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) 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) 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) 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) 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>[Signature]</u>	Date	<u>Feb 1, 2024</u>	Seller		Date	
Purchaser		Date		Purchaser		Date	
Agent	<u>[Signature]</u>	Date	<u>2-1-24</u>	Agent		Date	

J.B. Robison Auctioneers – JBRauctions
441498 E Hwy 60/66, Vinita, OK 74301
(918) 256-5524 – Email: JBRauctions@yahoo.com

The Whitesell Estate Real Estate Auction
Vinita, OK April 16th, 2024

Broker Participation Form - Terms & Conditions

A commission, determined by the purchasing bidder's winning bid, will be paid to the broker whose prospect (bidder) pays for and settles on the Auction property according to the terms and conditions of the Auction.

To qualify, the broker or salesperson must submit this form by email or in person to JBRauctions by 12:00 Noon, the day prior to the Auction.

It is the responsibility of the broker/salesperson to ensure this form has been received by JBRauctions.

The Broker & Bidder must also register to bid in person at the Auction.

On this Auction the Broker shall earn 2% on purchasing bidder's winning bid at closing.

No broker/salesperson will be recognized on a bidder who has contacted or been contacted by the seller or JBRauctions staff.

No commissions will be paid to any broker/salesperson participating in the purchase of the property (An affidavit may be required that the broker/salesperson is not a principle in the purchase).

No oral registrations will be accepted.

Announcement's day of auction take precedence over any prior, written and/or oral information.

No exceptions to the above conditions.

THE UNDERSIGNED HEREBY CERTIFY AND AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. Commission will be paid to the broker/salesperson upon closing, provided the undersigned buyer is the successful bidder on the property described below and closes according to the terms of the Auction.
2. Commission paid to broker/salesperson representing one primary bidder only.
3. Broker/salesperson and buyer, by placing their signatures below, certify they have inspected the subject property to their satisfaction for their intended uses, and understand and agree to all the terms and conditions for this Auction.
4. Buyer acknowledges that JBRauctions represents the seller only in this transaction.
5. Buyer acknowledges they are purchasing the real estate in "As – Is" condition with a clear, marketable, and insurable title being the only guarantee, and that the buyer has been given all opportunities to inspect the property prior to bidding.
6. Buyer acknowledges that this is an estate property and in accordance with Oklahoma Probate Law it is being offered subject to confirmation by the Estate and the Probate Court of Craig County, Oklahoma

Amount of Bidder/Buyers Starting Bid(s):

BID ON INDIVIDUAL PARCELS:

Parcel #1: \$ _____ Parcel #2: \$ _____

Parcel #3: \$ _____ Parcel #4: \$ _____

Parcel #5: \$ _____ Parcel #6: \$ _____

OR COMBINATION OF PARCELS:

#'s _____ Total: \$ _____

Auction Parcel Combination

OR THE ENTIRE PROPERTY: \$ _____

Dated this _____ Day of _____, 2024

Buyers Name (Print)

Signature

Broker/Sales Associate (Print)

Broker/Sales Associate Signature

Broker/Salesperson Phone

OK License #

Received By JBRauctions: _____