



**COLDWELL BANKER | SELECT**

## CHUPPS AUCTION COMPANY

### TERMS & CONDITIONS

18868 New Prue Road Osage, OK

- Properties sold at auction are sold “As Is”, “Where Is” with no warranties expressed or implied. Properties are sold to the highest bidder with no Buyer contingencies allowed. Property is selling absolute.
- High bidder is required by seller to put 5% of the purchase price, as earnest money, with a minimum of \$5,000.00, down at the time of sale, with the balance being due within 30 days at closing. The earnest money amount is **NON REFUNDABLE** unless the property fails to close due to fault of the seller. Earnest money may be paid by personal check with proper ID or cashiers check.
- All buyer inspections are to be done prior to the auction. They may be done at the public open house times or by appointment. Neither Coldwell Banker Neokla Select nor Chupps Auction inspects the property on the buyer’s behalf. Read the contract and Sale Day Notes to determine the existence of any disclosures, exclusions, representations or disclaimers. Do not bid if you have not inspected the property. By bidding, you agree to all disclosures and auction terms and conditions. **DO NOT BID** if you have not registered (day of auction), received a Bidder’s Card and and have read and agreed to be bound by the terms of sale in the Contract as they are enforceable against you upon becoming the high bidder.
- Seller does not provide survey of any kind to buyer. Buyer costs include but are not limited to; 7% Buyers Premium, (all approximated) Closing company fee \$350, Title opinion fee \$350, Title insurance fee TBD, Final abstracting \$250, Filing deed \$15, Federal & state name checks \$75 plus any other fees to buyer required to close the sale. Any costs incurred by the Buyer to obtain financing are the sole responsibility of the Buyer.
- Square footage data is provided by the County Courthouse or appraiser and are considered an estimate.
- Upon closing, Buyer receives a deed and insurable title to each property as evidenced by the Title Insurance offered by the Closing Company.
- ANY ANNOUNCEMENTS DAY OF SALE SUPERSEDE WRITTEN TERMS

\*For further information or questions, contact Dale Chupp 918-630-0495 or Maria Chupp 918-697-6589

OKLAHOMA REAL ESTATE COMMISSION

RESIDENTIAL PROPERTY CONDITION DISCLOSURE EXEMPTION FORM  
IDENTIFICATION OF EXEMPT TRANSFER

Check the box applicable to the property which is located at (street address):

18868 New Prue Road, Osage, OK 74054

- 1. Transfer pursuant to Court Order, including but not limited to, a transfer pursuant to a writ of execution, a transfer by eminent domain, and a transfer pursuant to an Order for partition;
- 2. Transfer to a mortgagee by a mortgagor or successor in interest who is in default, transfer by any foreclosure sale after default in an obligation secured by a mortgage, transfer by a mortgagee's sale under a power of sale after default in an obligation secured by any instrument containing a power of sale, or transfer by a mortgagee who has acquired the real property at a sale conducted pursuant to a power of sale or a sale pursuant to a decree of foreclosure or has acquired the real property by deed in lieu of foreclosure;
- 3. Transfer by a fiduciary who is not an owner occupant of the subject property in the course of the administration of a decedent's estate, guardianship, conservatorship or trust;
- 4. Transfer from one co-owner to one or more other co-owners;
- 5. Transfer made to a spouse, or to the person or persons in the lineal line of consanguinity of one or more of the owners;
- 6. Transfer between spouses resulting from a decree of dissolution of marriage or a decree of legal separation or from a property settlement agreement incidental to such a decree;
- 7. Transfer made pursuant to mergers and from a subsidiary to a parent or the reverse;
- 8. Transfer or exchanges to or from any governmental entity; or
- 9. Transfer of a newly constructed, previously unoccupied dwelling.

The Seller acknowledges that the exemption marked above is a true and accurate statement regarding the transfer of the Property.

Seller's Signature Donnell 8-19-20

Seller's Signature \_\_\_\_\_

**BUYER'S ACKNOWLEDGMENT**

Note: The Buyer is urged to carefully inspect the Property and to have the Property inspected by an expert. The Buyer acknowledges the Buyer has read and received a signed copy of this Exemption Form.

Buyer's Signature \_\_\_\_\_

Buyer's Signature \_\_\_\_\_