



**COLDWELL BANKER | SELECT**

## CHUPPS AUCTION COMPANY

### TERMS & CONDITIONS

205 N Casaver Ave Wagoner, OK 74467

- 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. Seller has the right to reject the high bid amount. Subject to Board approval
- High bidder is required by seller to put 10% of the purchase price, as earnest money, with a minimum of \$10,000.00, 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 is not providing a survey of any kind to buyer. Buyer costs include but are not limited to; 10% Buyers Premium, min \$2500, (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**

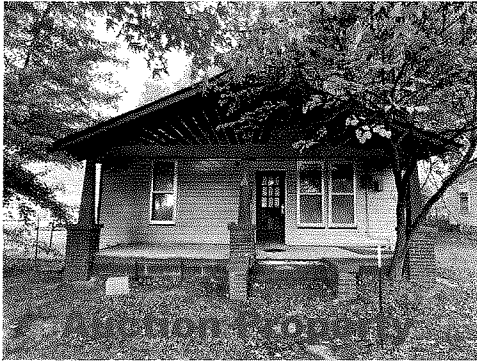
\*For further information or questions, contact Dale Chupp 918-630-0495 or Maria Chupp 918-697-6589

### Residential Client Full

#### 205 N Casaver Avenue Wagoner, OK 74467

MLS#: **2138114** County: **Wagoner** Census Tract:   
 Status: **Incomplete** School District: **Wagoner - Sch Dist (31)** TRS: **16N-17E-18**   
 Type: **House** Subdivision: **City of Wagoner**   
 Multiple Parcels: **No**

List Price:   
 LP/SQ:   
 List Date:



General Information

Style: **Bungalow** Size:   
 Beds: **2** Acres: **0.12** SqFt: **1008 / Court House**   
 Baths: **1/0** Lt Sze-Sqft: **5,087** SqFt2:   
 Dir Hse Faces: **E** SqFt3:   
 Year Built: **1940 / Court House** Under Const:   
 Pool: **None** Handicap: **No**   
 Mineral Rights: Storm Shelter: **Storm Cellar**   
 Roof: **Asphalt / Fiberglass**   
 Lot Description: **Mature Trees**   
 Legal: **CITY OF WAGONER BEG 65' N OF COR -N 50' - W 93' -S 50' E 93' :N 5' OF L-1 BLK 288**   
 Remarks: **Auction Property! Friday Dec 10 12:01 PM. 2 bedroom 1 bath home. Needs work!**   
 Directions: **In Wagoner Take Hwy 51/Cherokee St to N Casaver Ave. turn N go 1/2 block, house on right.**

Listing Information

Counter Top Material: **Laminate** Windows:   
 Garage:   
 Foundation: **Crawl Space** Patio/Deck: **Covered Porch**   
 Exterior: **Vinyl** Fence: **Chain Link, Partial**   
 Floors: **Laminate, Some Hardwood** Exterior Features: **None**   
 Basement: **None** Additional Bldgs: **Storage**   
 Construction: **Wood Frame**

Features & Utilities

Water: **City** Hot Water: **None** Sewer: **City**   
 Fireplaces: **0** Appliances Incl: **Range/Oven**   
 Heating: **None/None** Cooling: **None**   
 Range Description: **Stove** Oven Description: **Single**   
 Energy: **None**   
 Interior: **9+ Ceilings**   
 Utility Connect Avail: **Electric, Gas**   
 Appliance Connections: **Washer Connection**

Room Features

# Stories: **1.0** # of Liv Areas: **1**

Click on the arrow to view Additional Rooms

Room Type	Level	Description	Room Type	Level	Description
Kitchen	Level 1	Country	Utility Room	Level 1	Inside, Separate
Master Bedroom	Level 1	No Bath	Bedroom	Level 1	No Bath
Hall Bath	Level 1	Full Bath			

School Information

School District: **Wagoner - Sch Dist (31)** Grade School: **Ellington**   
 Middle/Jr High School: **Wagoner** High School: **Wagoner**

HOA Information

HOA: **No** HOA Fee: **/** Unit: % Interest:   
 Taxes

Green Rating & Features

Taxes/Tax Yr/Tax ID: **\$/2020/** Homestead: **No**   
 Green Certified: **No** Rating Org: Energy Star Rated: HERS Rated:

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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):

205 N Casaver Ave, Wagoner, ok 74467

- 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 *Rog Bis, Superintendent*

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

**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.

**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


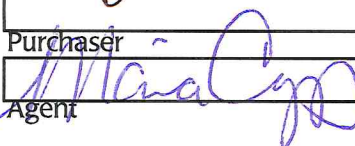
(ii)  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**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.

	10-26-21		
Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
	10-26-21		
Agent	Date	Agent	Date



**COLDWELL BANKER | SELECT**

## CHUPPS AUCTION COMPANY

### TERMS & CONDITIONS

216 NE 2<sup>nd</sup> St Wagoner, OK 74467

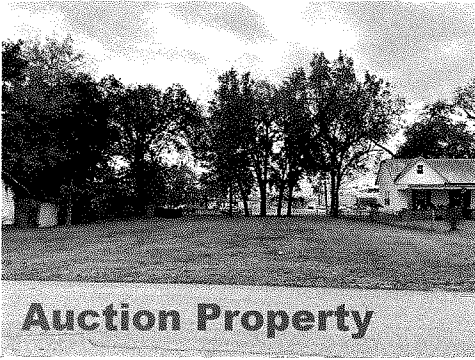
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### Vacant Land Client Full

**216 NE 2nd Street Wagoner, OK 74477**

MLS#: <b>2138108</b>	County: <b>Wagoner</b>	Census Tract: <b>16N-17E-18</b>	List Price:
Status: <b>Incomplete</b>	School District: <b>Wagoner - Sch Dist (31)</b>	TRS: <b>16N-17E-18</b>	LP/SQ:
Type: <b>Residential Lot</b>	Subdivision: <b>City of Wagoner</b>		List Date:
	Multiple Parcels: <b>No</b>		



General Information

Current Use:		Cultivated:	
Lt Size-Sqft: <b>13,612</b>		Timber:	
Lot Dimen:		Pasture:	
Road Frontage:		Acres: <b>0.31</b>	
Building:		Rd Surface:	
Mineral Rights:		Trees:	
Zoning: <b>school</b>		HOA:	
Fence: <b>None</b>			
Lot Description: <b>None</b>			

Legal: **City of Wagoner Beg 93' W of NE Cor W to NW cor L-1-S to Pt 65'N of SW CorE to pt 93' W of E Line N to POB**

Remarks: **Auction Property! Friday Dec 10 12:01 PM. Large vacant lot on 2nd St.**

Directions: **From Cherokee St/Hwy 51 take N Casaver Ave North 1 Block to NE 2nd St turn left, lot on left.**

Listing Information

Accessibility Amen:			
Water Source: <b>City</b>	Sewer:	<b>None</b>	
Utility Connections on Premises:			
Area Amenities:			

Taxes

Taxes/Tax Yr/Tax ID: <b>\$/2020/</b>	Homestead:	
Lakes & Rivers:	Dist to Lake/River:	
Lake/Water Amen:		

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