



COLDWELL BANKER | SELECT

CHUPPS AUCTION COMPANY

TERMS & CONDITIONS

420736 E 1040 Rd Checotah, OK 74426

Wednesday July 22 12:01 PM

- 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. Subject to Court Approval
- High bidder is required by seller to put 10% of the purchase price, down at the time of sale, with the balance being due within 60 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 Select nor Chupps Auction inspects the property on the buyer’s behalf. Read the contract 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. Buyer costs include but are not limited to; 10% Buyers Premium, 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 (all approximated). 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

The Chupp Team

Dale 918-630-0495 - Maria 918-697-6589 - Justin 918-640-5024

Vacant Land Client Full

420736 E 1040 Road Checotah, OK 74426-5877

MLS#: 2620733	County: McIntosh	Census Tract: 12N-17E-20	List Price: \$100,000
Status: Incomplete	School District: Checotah - Sch Dist (T1)	TRS: 12N-17E-20	LP/SQ:
Type: Over 5 Acres	Subdivision: McIntosh Co Unplatted	List \$/Acre: \$1,666.67	List Date: 06/05/2026
	Multiple Parcels: No		



General Information

Current Use: Livestock	Cultivated:
Lt Sze-Sqft: 2,613,600	Timber:
Lot Dimen:	Pasture: 60.00
Road Frontage: County Rd	Rd Surface:
Building:	Trees: Clusters
Mineral Rights:	HOA: No
Zoning: Ag	
Fence: Barbed, Cross Fenced	
Lot Description: Farm or Ranch, Livestock Allowed, Pond	
Legal: 0000-20-12N-17E-1-002-00 - BEG NE/C NW NE	
W660' S1320' E660' N1320' POB & SW NE SEC 20-	
12-17 343/111 357/517 409/598 843/716	
850/334 890/473	

Directions:

Remarks

Remarks: **Auction Property! Live onsite auction Wed July 22 12:01 PM Opening bid \$100,000 60 Acres+/- with excellent potential featuring a burned out home, barn, and three ponds. The property is fenced and cross-fenced, offering opportunities for livestock, recreation, or future development. Beautiful acreage with a great foundation for your next project. No reserve - sells absolute!**

Listing Information

Accessibility Amen:			
Water Source: Rural	Sewer: Septic Tank	Mobile(s)Allowed:	
Utility Connections on Premises:			
Area Amenities:			
HOA Mandatory: No	HOA Fee:	HOA Fee Schedule:	

Taxes

Taxes/Tax Yr/Tax ID: \$526/2025/0000-20-12N-17E-1-002-00	Homestead:
Lakes & Rivers:	Dist to Lake/River:
Lake/Water Amen:	

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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):

420736 East 1040 Road, Checotah, OK 74426

- 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 *Angela Fairchild's Stout* dotloop verified
05/27/26 3:43 PM CDT
KGN4-KKTP-NM25-WNBP

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 _____

PROPERTY IDENTIFIER 420736 East 1040 Road, Checotah, OK 74426

OKLAHOMA REAL ESTATE COMMISSION

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: 420736 East 1040 Road, Checotah, OK 74426

Seller's Disclosure

- a. Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):
i. [] Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
ii. [x] Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
b. Records and reports available to the seller (Initial (i) or (ii) below):
i. [] Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
ii. [x] Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- c. Purchaser has (initial (i) or (ii) below):
[] [] received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed above.
[] [] not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.
d. [] [] Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.
e. Purchaser has (initial (i) or (ii) below):
[] [] 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
[] [] 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 or enter N/A if not applicable)

- f. [Signature] Seller's 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.
g. [] Purchaser's 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 (only if the purchaser's agent receives compensation from the seller).

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.

[] Date
Purchaser

[Signature: Angela Fairchild-Stout] Date
Seller

[] Date
Purchaser

[] Date
Seller

[] Date
Broker / Associate

[Signature: Maria Chapp] Date
Broker / Associate