

## REAL ESTATE PURCHASE CONTRACT FOR LAND

This is a legally binding contract; if not understood, seek legal advice.

E. THUR Oklahoma, APRIL 21, 19 96

1. PROPERTY: The undersigned Buyer(s) ("Buyer") hereby agrees to purchase from the undersigned Seller(s) ("Seller") the following described property (the "Property"):

(a) The following described real estate (the "Land"): THE 5/2 OF 500/4 SEC 1, T15N, R41W OF 10

LOGAN County, Oklahoma, which address is RR1 SECTION 12, T15N, R41W

(b) (check one)

☐ together with all of Seller's right, title, interest and estate in and to oil, gas and other minerals in and under the Land not previously reserved or conveyed of record, or

☒ less and except all oil, gas and other minerals in and under the Land;

(c) together with all of the buildings, structures and improvements in, on or under the Land, and existing rural water taps, if any, including applicable certificates and all rights thereto (the "Improvements");

(d) together with all of the appurtenances belonging thereto and all of Seller's right, title and interest in and to all streets, alleys and other public ways adjacent to the Land;

(e) subject to existing zoning ordinances, restrictions, easements and rights of way

(f) the following described personal property (the "Personal Property"):

which shall be conveyed by bill of sale or other applicable legal document at Closing free and clear of all liens, encumbrances, and taxes except as otherwise provided herein; upon the following terms and conditions:

2. TERMS: Buyer shall pay for the Property a total sales price as follows (check one):

☒ (i) Exact Sales Price: The sum of SIXTY EIGHT THOUSAND 100/100 Dollars

(\$ 68,000) payable as follows:

☐ (ii) Adjustable Sales Price: The sum of NA Dollars

(\$ NA) is the estimated sales price payable as follows and shall be adjusted, upward or downward, at the Closing to an amount equal to the product of the number of acres contained in the Land as disclosed by the Survey which is required by Paragraph 3(b)(ii) multiplied by NA Dollars (\$ NA) per acre:

(a) The sum of \$ 500.00 (check, cash) as Earnest Money, receipt of which is hereby acknowledged, and upon acceptance in writing and delivery of this Contract, the Earnest Money shall promptly be assigned to and deposited in the trust account of JOE GUYANA ERON to be applied on the purchase price and/or closing costs, if any, at the time of the Closing;

(b) At Closing, IN CASH, ELECTRONIC TRANSFER OF FUNDS, OR CERTIFIED FUNDS, the further sum of 76,500.00

(subject to the adjustments set forth in this Contract); and

(c) The balance (subject to adjustments set forth in this Contract) as follows:

3. TITLE EVIDENCE: Seller shall furnish Buyer title evidence covering the Property, which shows marketable title vested in Seller according to the title standards adopted by the Oklahoma Bar Association.

(a) Such title evidence shall be in the form of: (check one)

☐ Commitment for Owner's Title Insurance Policy.

The premium of such Policy including the attorney's fees for the examination of the abstract shall be paid NA by Seller and NA by Buyer. Such Policy shall insure Buyer in an amount equal to the purchase price. The mechanics' liens exception shall be deleted from such Policy. All abstracting costs covering the surface only shall be paid by Seller. Any Mortgagee's Title Insurance Policy shall be paid by Buyer.

☒ Abstract of Title. Seller, at Seller's expense, shall provide an abstract of title, covering the surface only, certified to a date subsequent to the date of this Contract (including a current Uniform Commercial Code Certification). Buyer shall, at Buyer's expense, obtain either a title opinion or an Owner's Title Insurance Policy and a Mortgagee's Title Insurance Policy, if required by the lender.

(b) A pin survey shall be provided under Paragraph 3(b)(ii) if Paragraph 2(ii) is checked above; in all other cases, check one:

☒ (i) shall not be provided, or

☐ (ii) shall be provided by NA Seller or NA Buyer (check one), the cost of which shall be paid NA by Seller and NA by Buyer. The survey of the Land and Improvements shall be prepared by a licensed surveyor, and shall contain such detail and certifications to permit the survey exceptions to be deleted from the Owner's Title Insurance Policy. Any encroachment shown on the survey shall be deemed to be a title defect, unless the title company agrees to provide affirmative coverage against loss arising from any final court order or judgment which denies the right to maintain the existing improvements on the Land because of such encroachment.

(c) Seller shall make existing title evidence (base abstract of title or Owner's Title Insurance Policy) available to the escrow closing agent within a reasonable time after the date of acceptance of this Contract.

(d) Upon delivery to Buyer of the last of the current Commitment for Owner's Title Insurance Policy, the certified abstract or the certified survey, whichever are to be provided under this Contract, Buyer shall have a reasonable time, not to exceed 30 days, to examine same and return same to Seller with a written report specifying any objections or defects in the title or such right to object shall be deemed waived. Seller shall have 30 days after receipt of such report to correct such defects and perfect title unless such time is extended in writing by Buyer. If Seller is unable or unwilling to cure any defects within such period, then unless Buyer waives such defects in writing, this Contract will terminate and the Earnest Money shall be refunded to Buyer less costs which Buyer has agreed to pay.

(e) The title to the Property shall be conveyed to Buyer by General Warranty Deed in recordable form unless otherwise specified in Paragraph 4 below. Upon Closing the existing abstract of title shall become the property of Buyer.

(f) Title to any Personal Property specified herein shall be conveyed to Buyer by Bill of Sale.

4. SPECIAL PROVISIONS AND/OR ATTACHMENTS HERETO:

5. TAXES, ASSESSMENTS AND PRORATIONS:

(a) Seller shall pay all expenses owing to the day of Closing, including, but not limited to, real estate ad valorem taxes, matured or unmatured special assessments, interest on any indebtedness assumed hereunder, insurance, all utility bills, salaries and any other expenses related to the operation of the Property. If the amount of taxes cannot be ascertained, such proration shall be on the basis of the taxes paid for the preceding year. All other expenses shall be prorated on the basis of thirty days to the month on the basis of such expense paid for the previous month.

(b) Rents shall be prorated on the basis of thirty days to the month. Delinquent rents shall be collected by the Seller and shall not be adjusted.

Buyer's Initials VAD

Seller's Initials MD

Garrett  
← ADD



**SUPPLEMENTAL FINANCING AGREEMENT TO THE REAL ESTATE PURCHASE CONTRACT OR THE CONDOMINIUM REAL ESTATE PURCHASE CONTRACT**

**CONVENTIONAL/CASH**

This Agreement supplements and is attached to a certain Real Estate Purchase Contract or Condominium Real Estate Purchase Contract (the "Contract") between the undersigned Seller(s) ("Seller") and the undersigned Buyer(s) ("Buyer") dated the 21<sup>st</sup> day of November, 19 96, relating to the following described real estate, which street address is: 718 West Park, Box 718, Tulsa, OK 74104 ZIP 74104

Buyer elects to purchase on the following financial terms: (Check one)

**A. CONVENTIONAL LOAN** ☒ **B. CASH ONLY** ☐

**A. CONVENTIONAL LOAN:**

1. This sale is contingent upon the ability of Buyer to obtain and qualify for a Conventional Fixed Rate Loan in the amount of \$ 50,000 for a period of 30 years, with a beginning interest rate not to exceed 7.5 % per annum (unless Buyer elects to pay higher interest) plus private mortgage insurance fee, if any. If the Loan described is not available to Buyer, or if the appraised value of the Property does not equal or exceed the purchase price (unless Buyer and Seller enter into a written agreement in settlement of the difference in sales price and appraised value), the Earnest Money herewith deposited shall be refunded to Buyer subject to appropriate written authorization from all parties to the Contract.

2. **CLOSING COSTS:** (a) Loan service, origination, commitment, and/or discount fees not to exceed a total of \$ 1,000 shall be paid split by Buyer and split by Seller; (b) Buyer shall pay the first year private mortgage insurance fee, if any; (c) Buyer shall pay the credit report fee at time of loan application; (d) Buyer shall pay for and order the appraisal at time of loan application; and (e) Buyer shall pay all other Buyer's loan closing costs. EXCEPT: \_\_\_\_\_

3. **LOAN APPLICATION:** Buyer shall make a loan application within five (5) business days after acceptance hereof by Seller and shall diligently pursue approval thereof in a timely manner.

4. **BUYER'S EXPENSE:** Buyer shall pay at the time of Closing, IN CASH OR CERTIFIED FUNDS, prepaid escrow deposits as required by the Lender, interest beginning the day of Closing through the end of the month, one half of the escrow closing fee, Buyer's recording fees, and all other funds required from Buyer set forth in the Contract and this Agreement.

5. **SELLER'S EXPENSE:** Seller shall pay at the time of Closing following expenses as applicable: documentary stamps required, one half of escrow closing fee, Seller's recording fees, Lender's final inspection fee and all other expenses required from Seller set forth in the Contract and this Agreement. Seller shall satisfy all Lender's repair requirements to the Property, if any, not to exceed the amount specified in Paragraph 3 of the Contract. In the event Seller is required to provide funds at Closing, such funds shall be IN CASH OR CERTIFIED FUNDS.

6. **SPECIAL PROVISIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Buyer's initials \_\_\_\_\_

Seller's initials \_\_\_\_\_

**B. CASH ONLY:**

1. This is a CASH TRANSACTION. Buyer understands that this transaction has no financing contingency.

2. **BUYER'S EXPENSES:** Buyer shall pay at the time of Closing, IN CASH OR CERTIFIED FUNDS, one half of the escrow closing fee, Buyer's recording fees, and all other funds required from Buyer set forth in the Contract and this Agreement.

3. **SELLER'S EXPENSES:** Seller shall pay at the time of Closing, documentary stamps required, one half of the escrow closing fee, Seller's recording fees, if any, and all other expenses required from Seller set forth in the Contract and this Agreement. In the event Seller is required to provide funds at the Closing, such funds shall be IN CASH OR CERTIFIED FUNDS.

4. **SPECIAL PROVISIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Buyer's initials \_\_\_\_\_

Seller's initials ADD

This Agreement, upon its execution by both parties, is made an integral part of the Contract.

**BUYER ACKNOWLEDGES AND AGREES THAT ALL EXPLANATIONS, REPRESENTATIONS AND DISCLOSURES CONCERNING THE TERMS AND CONDITIONS OF THE LOANS CONTEMPLATED, IF APPLICABLE, ABOVE ARE THE RESPONSIBILITY OF THE LENDER AND NOT OF THE SELLER OR SELLER'S AGENTS.**

ALL PROVISIONS of the Contract shall remain in full force and effect.

APPROVAL OF BUYER THIS \_\_\_\_\_

APPROVAL OF SELLER THIS 29

DAY OF January, 19 97

DAY OF Nov., 19 \_\_\_\_\_

Dicki A. Duncan  
(Signature)

Prof. Richard Kyle Oliver  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

**REAL ESTATE PURCHASE CONTRACT FOR LAND***This is a legally binding contract; if not understood, seek legal advice.*

(c) Buyer shall receive all income and shall pay all expenses for the day of Closing.

(d) Any and all leases in effect shall be assigned, and security deposits and prepaid rents, if any, shall be paid to Buyer by Seller at the Closing unless otherwise provided herein.

**6. CONDITION OF PROPERTY:**

(a) Until the Closing or transfer of possession, risk of loss to the Property, ordinary wear and tear excepted, shall be upon the Seller. After the Closing or transfer of possession, such risk shall be upon the Buyer.

(b) Unless otherwise agreed upon in writing, Buyer, by the Closing or taking possession of the Property, shall be deemed to have accepted the Property in its then existing condition, including fixtures and equipment permanently affixed to the Property and shall acknowledge the same to Seller in writing at the Closing. To the best of Seller's knowledge, no hazardous substances or conditions exist on the Property. NO WARRANTIES are expressed or implied by Seller or Listing Broker and its agents or Selling Broker and its agents that shall be deemed to survive the Closing with reference to the condition of the Property or any fixtures or equipment. On or before the day of Closing, Buyer shall sign a CLOSING ACKNOWLEDGEMENT AND RELEASE, a sample which is set forth on the reverse side hereof.

(c) Except for the provisions above, the Seller shall deliver the Property and Improvements thereon in their present condition, ordinary wear and tear excepted.

(d) Utilities shall be left on, in Seller's name, until closing.

**7. CLOSING/POSSESSION:** This transaction shall be closed on or before Friday, February 22, 1999  
(day of week) (date)

(the "Closing"), unless the Closing is extended as may be required by Paragraph 3(d) above, or by written agreement of Seller and Buyer with legal possession delivered to Buyer at the time of the Closing and actual and complete possession of the Property to be given at the Closing or as follows:

**8. BUYER'S EXPENSE:** Buyer shall pay at the time of the Closing, IN CASH, ELECTRONIC TRANSFER OF FUNDS, OR CERTIFIED FUNDS, one-half of the escrow closing fee, Buyer's recording fees, Oklahoma sales tax (if any), and all other funds required from Buyer set forth in this Contract.**9. SELLER'S EXPENSE:** Seller shall pay at the time of the Closing, documentary stamps required, one-half of the escrow closing fee, Seller's recording fees (if any), and all other expenses required from Seller set forth in this Contract.**10. DEFAULT:**

(a) If Buyer wrongfully refuses to close, Seller and Buyer agree that since it is impracticable and extremely difficult to fix the actual damages sustained, the Earnest Money shall be forfeited as liquidated damages to Seller and one-half thereof shall be retained by the Broker(s) to apply on professional services. Seller may, at Seller's option, seek specific performance.

(b) If Seller's title defects cannot be corrected as herein provided, or if Seller wrongfully refuses to close, Buyer's Earnest Money shall be returned and Seller shall be liable for the Broker(s)' commission and any other expenses incurred on Seller's behalf as provided in this Contract. Buyer may, at Buyer's option, seek specific performance.

(c) In the event any suit is instituted, the prevailing party shall have the right to recover all of such party's expenses and costs incurred by reason of such litigation including, but not limited to, attorney's fees, court costs, and costs of suit preparation.

**11. BINDING EFFECT:** This Contract, when executed by both Seller and Buyer, shall be binding upon and inure to the benefit of Seller and Buyer, their respective heirs, legal representatives, successors and permitted assigns. This Contract sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and their agents. This Contract can only be amended, modified, or assigned by written agreement signed by both Seller and Buyer.**12. ACCEPTANCE TIME:** The foregoing offer is made subject to acceptance in writing hereon by Seller, and the return of an executed copy to the undersigned Buyer on or before Friday, November 27, 1998  
(a.m.) (p.m.) (day of week) (date)

If the offer is not accepted, the Earnest Money shall be returned to the Buyer.

**13. TIME IS OF THE ESSENCE.****14. DISCLAIMER AND INDEMNIFICATION:** It is expressly understood by Seller and Buyer that Listing Broker or its agents and Selling Broker or its agents do not warrant the present or future value or size of the Property or the condition, structure or structure systems of any Improvements nor do they hold themselves out to be experts in quality, design and construction. Seller and Buyer shall hold the Listing Broker and its agents and Selling Broker and its agents harmless in the event of losses, claims or demands by or against Seller and Buyer. This paragraph shall survive the Closing.**15. AGENCY DISCLOSURE:** Both Seller and Buyer respectively confirm that prior to signing this Contract each received written disclosure of the agency relationships Both Seller and Buyer confirm and agree that in connection with the transaction described in this Contract (check one)(a) ☐ Listing Broker, Selling Broker, and their affiliated licensees are acting on behalf of Seller as Seller's agent; **OR**(b) ☐ Listing Broker and its affiliated licensees are acting on behalf of Seller as Seller's Agent, and Selling Broker and its affiliated licensees are acting on behalf of Buyer as Buyer's Agent; **OR**(c) ☒ Listing Broker and its affiliated licensees are acting on behalf of both Seller and Buyer as Disclosed Dual Agents:

(Print Buyer's name exactly as title will be taken)

(Signature)

Buyer

SS #

(Print Buyer's name exactly as title will be taken)

(Signature)

Buyer

SS #

**16. SELLER'S ACCEPTANCE:** Seller accepts the foregoing offer and shall sell the above-described Property on the terms and conditions herein stated and shall pay the Listing REALTOR® the compensation previously agreed upon in the Listing Agreement or other agreement of employment between them, which shall survive this Contract, for professional services rendered and to be rendered in this transaction.Accepted this 29 day of Nov, 19 98Prof. Richard Lyle Oliver Seller  
Signature

Signature

Seller

SS #

SS #

**EARNEST MONEY RECEIPT:** Received the sum of \$ 500.00  
to be held and applied in accordance with the items and conditions of the foregoing offer.

(check) (cash) as Earnest Money,

Date

Selling Agent

Date

Listing Agent

Selling Agent Signature

Listing Agent Signature

Broker's MLS ID Phone

Broker's MLS ID Phone

Company Name

Company Name

MLS Public ID Name

Non-MLS, Use License #

# ESTIMATE OF SELLER'S EXPENSE

DATE 11-21-98 ADDRESS 80 AC CASH/OK  
 SALES PRICE 68,000  
 EQUITY \_\_\_\_\_  
 NEW LOAN AMOUNT \_\_\_\_\_  
 TENTATIVE CLOSING DATE 1-22-99

| ITEMS:   | FHA/VA | CONV.    | EQUITY | CASH |
|--|--------|----------|--------|------|
| Loan Payoff: First Mortgage (Approx. amt.)         |        |          |        |      |
| Loan Payoff: Other Mortgages                       |        |          |        |      |
| Delinquent Payments                                |        |          |        |      |
| Interest in Arrears                                |        |          |        |      |
| Escrow Deficit                                     |        |          |        |      |
| Prorated Taxes                                     |        | 15.00    |        |      |
| Abstracting/U.C.C.                                 |        | 250.00   |        |      |
| Owner's Title Insurance Including Mortgagee Policy |        |          |        |      |
| Survey or Mortgage Inspection Certificate          |        |          |        |      |
| Recording Fees                                     |        |          |        |      |
| Mortgage Tax                                       |        |          |        |      |
| Loan Origination Fee                               |        |          |        |      |
| Buyer's Closing Costs                              |        |          |        |      |
| AM Schedule (VA)                                   |        |          |        |      |
| Discount Points                                    |        |          |        |      |
| Buydown Points                                     |        |          |        |      |
| Funding Fee (VA)                                   |        |          |        |      |
| Documentary Stamps <u>1.50 per \$1,000</u>         |        | 102.00   |        |      |
| Appraisal (Paid at Application)                    |        |          |        |      |
| Payoff Penalty                                     |        |          |        |      |
| Escrow Closing Fee <u>1/2 COST</u>                 |        | 75.00    |        |      |
| Brokerage Compensation <u>7%</u>                   |        | 4,760.00 |        |      |
| Document Preparation                               |        |          |        |      |
| Underwriting & Tax Service                         |        |          |        |      |
| Termite Certificate (if VA)                        |        |          |        |      |
| Inspection Repairs, Lender Requirements            |        |          |        |      |
| Termite Treatment                                  |        |          |        |      |
| Appraisal Final Inspection                         |        |          |        |      |
| Home Warranty Plan                                 |        |          |        |      |
| Other <u>GAP FEE</u>                               |        | 50.00    |        |      |
| <b>CREDITS:*</b>                                   |        |          |        |      |
| Purchase of Escrow Account                         | ( )    | ( )      | ( )    | ( )  |
| Mandatory HOA Proration                            |        |          |        |      |
| Other  |        |          |        |      |
| Other  |        |          |        |      |
| <b>ESTIMATED EXPENSE:</b>                          |        | 5,252.00 |        |      |

## CASH/NEW LOAN

Sales Price 68,000.00  
 Less Costs 5,252.00  
**ESTIMATED PROCEEDS** 62,748.00

## ASSUMPTION

Equity \_\_\_\_\_  
 Less Costs \_\_\_\_\_  
 ESTIMATED PROCEEDS \_\_\_\_\_

If seller is to carry a mortgage, in addition to the Estimated Proceeds, they will receive:

Payments of \$ \_\_\_\_\_ per \_\_\_\_\_  
 For a total loan period of \_\_\_\_\_  
 Mortgage amount \$ \_\_\_\_\_

Interest Rate \_\_\_\_\_  
 Balloon payment due \_\_\_\_\_

I understand that these figures are approximate, furnished at time of listing or contract, and that they may vary from those at closing.

Prof. Richard Lyle Oliver 11/29/98  
 SELLER SIGNATURE

Rich Walker  
 LISTING BROKER/SALES ASSOCIATE

SELLER SIGNATURE

11-21-98  
 DATE

\* ( ) means deduct from expenses

ADDENDUM TO PURCHASE AGREEMENT

In reference to Agreement of Sale between VICKI DUNCAN

the Purchaser, and RICHARD E NORMAN OLIVER

the Seller, dated NOVEMBER 21, 1998, covering the real property commonly known as  
THE S 1/2 OF SW 1/4, SEC 9, T15N R4W OF THE E. 1/4

the undersigned Purchaser and Seller hereby agree to the following: THE CONTRACT CLOSING  
DATE IS EXTENDED TO ON OR BEFORE APRIL 23, 1999.

The Seller's Property shall remain on the market, and the Listing Broker shall actively seek other Buyers. If an acceptable offer is submitted to Seller during the term of the above contingency, Buyer shall have first right of refusal as follows:

- (1) Buyer shall have 48 hours from the time of written notice from Seller or Listing Broker to remove above contingency by written notice. The time period shall commence when the Listing Broker delivers notice to the Selling Broker, agent or office. The contingency must be removed by one of the following options:
  - A. Buyer's Property is under Contract without any contingency other than financing of Buyer, and a copy of the Contract submitted to Seller.
  - B. Buyer shall submit the balance of the down payment in certified funds as Earnest Money which shall be deposited in the Listing Broker's Trust Account, and Buyer shall provide evidence of financing which shows the Buyer can purchase Seller's Property without the Closing of Buyer's Property.
  - C. Buyer signs a Release of Contract on the above mentioned Property with Earnest Money refunded to Buyer after fully executed releases signed from all parties to the Contract.
- (2) Failure to remove the contingency and delivered notice to Seller in care of Listing Broker by the expiration of the time in paragraph above shall automatically terminate Buyer's interest in this Contract and releases Seller to accept the other Offer. Buyer agrees to sign a Release of Contract with Earnest Money returned.
- (3) If the contingency has not been removed or the Buyer is unable to Close by the Closing date specified in the Contract, the Contract and this addendum shall become null and void.
- (4) If Buyer requires financing which lender states is unavailable, Buyer agrees to release Contract as soon as that information is known to Buyer.

Buyer shall meet all other terms and conditions of the Contract while this contingency is in effect.

Buyer: Vicki Duncan

Seller: Prof. Richard L. Oliver 1/26/99

Buyer:

Seller:

Date:

January 21, 1999

Date:

REAL ESTATE PURCHASE CONTRACT FOR LAND

This is a legally binding contract; if not understood, seek legal advice.

Oklahoma, Cashion, 19 80 acres

1. PROPERTY: The undersigned Buyer(s) ("Buyer") hereby agrees to purchase from the undersigned Seller(s) ("Seller") the following described property (the "Property"):

(a) The following described real estate (the "Land"): South 1/2 of Southwest 1/4 Section 7, T15N R10W

Prize County, Oklahoma, which address is RRT CASHION OK 73016

(b) (check one)

☐ together with all of Seller's right, title, interest and estate in and to oil, gas and other minerals in and under the Land not previously reserved or conveyed of record, or

☒ less and except all oil, gas and other minerals in and under the Land;

(c) together with all of the buildings, structures and improvements in, on or under the Land, and existing rural water taps, if any, including applicable certificates and all rights thereto (the "Improvements");

(d) together with all of the appurtenances belonging thereto and all of Seller's right, title and interest in and to all streets, alleys and other public ways adjacent to the Land;

(e) subject to existing zoning ordinances, restrictions, easements and rights of way \_\_\_\_\_

(f) the following described personal property (the "Personal Property"): \_\_\_\_\_

which shall be conveyed by bill of sale or other applicable legal document at Closing free and clear of all liens, encumbrances, and taxes except as otherwise provided herein; upon the following terms and conditions:

2. TERMS: Buyer shall pay for the Property a total sales price as follows (check one):

☒ (i) Exact Sales Price: The sum of Twenty Eight Thousand Dollars

(\$ 28,000.00) payable as follows:

☐ (ii) Adjustable Sales Price: The sum of NA Dollars

(\$ NA) is the estimated sales price payable as follows and shall be adjusted, upward or downward, at the Closing to an amount equal to the product of the number of acres contained in the Land as disclosed by the Survey which is required by Paragraph 3(b)(ii) multiplied by NA Dollars (\$ NA) per acre:

(a) The sum of \$ 500.00 (check, cash) as Earnest Money, receipt of which is hereby acknowledged, and upon acceptance in writing and delivery of this Contract, the Earnest Money shall promptly be assigned to and deposited in the trust account of Escrow to be applied on the purchase price and/or closing costs, if any, at the time of the Closing;

(b) At Closing, IN CASH, ELECTRONIC TRANSFER OF FUNDS, OR CERTIFIED FUNDS, the further sum of 21,500.00 (subject to the adjustments set forth in this Contract); and

(c) The balance (subject to adjustments set forth in this Contract) as follows:

SEE FINANCE AGREEMENT

3. TITLE EVIDENCE: Seller shall furnish Buyer title evidence covering the Property, which shows marketable title vested in Seller according to the title standards adopted by the Oklahoma Bar Association.

(a) Such title evidence shall be in the form of: (check one)

☐ Commitment for Owner's Title Insurance Policy.

The premium of such Policy including the attorney's fees for the examination of the abstract shall be paid NA by Seller and NA by Buyer. Such Policy shall insure Buyer in an amount equal to the purchase price. The mechanics' liens exception shall be deleted from such Policy. All abstracting costs covering the surface only shall be paid by Seller. Any Mortgagee's Title Insurance Policy shall be paid by Buyer.

☒ Abstract of Title. Seller, at Seller's expense, shall provide an abstract of title, covering the surface only, certified to a date subsequent to the date of this Contract (including a current Uniform Commercial Code Certification). Buyer shall, at Buyer's expense, obtain either a title opinion or an Owner's Title Insurance Policy and a Mortgagee's Title Insurance Policy, if required by the lender.

(b) A pin survey shall be provided under Paragraph 3(b)(ii) if Paragraph 2(ii) is checked above; in all other cases, check one:

☐ (i) shall not be provided, or

☒ (ii) shall be provided by ✓ Seller or ✓ Buyer (check one), the cost of which shall be paid \_\_\_\_\_ by Seller and \_\_\_\_\_ by Buyer.

The survey of the Land and Improvements shall be prepared by a licensed surveyor, and shall contain such detail and certifications to permit the survey exceptions to be deleted from the Owner's Title Insurance Policy. Any encroachment shown on the survey shall be deemed to be a title defect, unless the title company agrees to provide affirmative coverage against loss arising from any final court order or judgment which denies the right to maintain the existing improvements on the Land because of such encroachment.

(c) Seller shall make existing title evidence (base abstract of title or Owner's Title Insurance Policy) available to the escrow closing agent within a reasonable time after the date of acceptance of this Contract.

(d) Upon delivery to Buyer of the last of the current Commitment for Owner's Title Insurance Policy, the certified abstract or the certified survey, whichever are to be provided under this Contract, Buyer shall have a reasonable time, not to exceed 10 days, to examine same and return same to Seller with a written report specifying any objections or defects in the title or such right to object shall be deemed waived. Seller shall have \_\_\_\_\_ days after receipt of such report to correct such defects and perfect title unless such time is extended in writing by Buyer. If Seller is unable or unwilling to cure any defects within such period, then unless Buyer waives such defects in writing, this Contract will terminate and the Earnest Money shall be refunded to Buyer less costs which Buyer has agreed to pay.

(e) The title to the Property shall be conveyed to Buyer by General Warranty Deed in recordable form unless otherwise specified in Paragraph 4 below. Upon Closing the existing abstract of title shall become the property of Buyer.

(f) Title to any Personal Property specified herein shall be conveyed to Buyer by Bill of Sale.

4. SPECIAL PROVISIONS AND/OR ATTACHMENTS HERETO: \_\_\_\_\_

5. TAXES, ASSESSMENTS AND PRORATIONS:

(a) Seller shall pay all expenses owing to the day of Closing, including, but not limited to, real estate ad valorem taxes, matured or unmatured special assessments, interest on any indebtedness assumed hereunder, insurance, all utility bills, salaries and any other expenses related to the operation of the Property. If the amount of taxes cannot be ascertained, such proration shall be on the basis of the taxes paid for the preceding year. All other expenses shall be prorated on the basis of thirty days to the month on the basis of such expense paid for the previous month.

(b) Rents shall be prorated on the basis of thirty days to the month. Delinquent rents shall be collected by the Seller and shall not be adjusted.

Buyer's Initials Yas

Seller's Initials \_\_\_\_\_

**REAL ESTATE PURCHASE CONTRACT FOR LAND***This is a legally binding contract; if not understood, seek legal advice.*

(c) Buyer shall receive all income and shall pay all expenses for the day of Closing.

(d) Any and all leases in effect shall be assigned, and security deposits and prepaid rents, if any, shall be paid to Buyer by Seller at the Closing unless otherwise provided herein.

**6. CONDITION OF PROPERTY:**

(a) Until the Closing or transfer of possession, risk of loss to the Property, ordinary wear and tear excepted, shall be upon the Seller. After the Closing or transfer of possession, such risk shall be upon the Buyer.

(b) Unless otherwise agreed upon in writing, Buyer, by the Closing or taking possession of the Property, shall be deemed to have accepted the Property in its then existing condition, including fixtures and equipment permanently affixed to the Property and shall acknowledge the same to Seller in writing at the Closing. To the best of Seller's knowledge, no hazardous substances or conditions exist on the Property. NO WARRANTIES are expressed or implied by Seller or Listing Broker and its agents or Selling Broker and its agents that shall be deemed to survive the Closing with reference to the condition of the Property or any fixtures or equipment. On or before the day of Closing, Buyer shall sign a CLOSING ACKNOWLEDGEMENT AND RELEASE, a sample which is set forth on the reverse side hereof.

(c) Except for the provisions above, the Seller shall deliver the Property and Improvements thereon in their present condition, ordinary wear and tear excepted.

(d) Utilities shall be left on, in Seller's name, until closing.

**7. CLOSING/POSSESSION:** This transaction shall be closed on or before Tuesday, 11/5, 19 77  
(day of week) (date)

(the "Closing"), unless the Closing is extended as may be required by Paragraph 3(d) above, or by written agreement of Seller and Buyer with legal possession delivered to Buyer at the time of the Closing and actual and complete possession of the Property to be given at the Closing or as follows:

**8. BUYER'S EXPENSE:** Buyer shall pay at the time of the Closing, IN CASH, ELECTRONIC TRANSFER OF FUNDS, OR CERTIFIED FUNDS, one-half of the escrow closing fee, Buyer's recording fees, Oklahoma sales tax (if any), and all other funds required from Buyer set forth in this Contract.**9. SELLER'S EXPENSE:** Seller shall pay at the time of the Closing, documentary stamps required, one-half of the escrow closing fee, Seller's recording fees (if any), and all other expenses required from Seller set forth in this Contract.**10. DEFAULT:**

(a) If Buyer wrongfully refuses to close, Seller and Buyer agree that since it is impracticable and extremely difficult to fix the actual damages sustained, the Earnest Money shall be forfeited as liquidated damages to Seller and one-half thereof shall be retained by the Broker(s) to apply on professional services. Seller may, at Seller's option, seek specific performance.

(b) If Seller's title defects cannot be corrected as herein provided, or if Seller wrongfully refuses to close, Buyer's Earnest Money shall be returned and Seller shall be liable for the Broker(s)' commission and any other expenses incurred on Seller's behalf as provided in this Contract. Buyer may, at Buyer's option, seek specific performance.

(c) In the event any suit is instituted, the prevailing party shall have the right to recover all of such party's expenses and costs incurred by reason of such litigation including, but not limited to, attorney's fees, court costs, and costs of suit preparation.

**11. BINDING EFFECT:** This Contract, when executed by both Seller and Buyer, shall be binding upon and inure to the benefit of Seller and Buyer, their respective heirs, legal representatives, successors and permitted assigns. This Contract sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and their agents. This Contract can only be amended, modified, or assigned by written agreement signed by both Seller and Buyer.**12. ACCEPTANCE TIME:** The foregoing offer is made subject to acceptance in writing hereon by Seller, and the return of an executed copy to the undersignedBuyer on or before 12:00 (a.m.) (p.m.), Saturday, 8/14, 19 99  
(day of week) (date)

If the offer is not accepted, the Earnest Money shall be returned to the Buyer.

**13. TIME IS OF THE ESSENCE.****14. DISCLAIMER AND INDEMNIFICATION:** It is expressly understood by Seller and Buyer that Listing Broker or its agents and Selling Broker or its agents do not warrant the present or future value or size of the Property or the condition, structure or structure systems of any Improvements nor do they hold themselves out to be experts in quality, design and construction. Seller and Buyer shall hold the Listing Broker and its agents and Selling Broker and its agents harmless in the event of losses, claims or demands by or against Seller and Buyer. This paragraph shall survive the Closing.**15. AGENCY DISCLOSURE:** Both Seller and Buyer respectively confirm that prior to signing this Contract each received written disclosure of the agency relationships Both Seller and Buyer confirm and agree that in connection with the transaction described in this Contract (check one)(a) ☐ Listing Broker, Selling Broker, and their affiliated licensees are acting on behalf of Seller as Seller's agent; OR(b) ☒ Listing Broker and its affiliated licensees are acting on behalf of Seller as Seller's Agent, and Selling Broker and its affiliated licensees are acting on behalf of Buyer as Buyer's Agent; OR(c) ☐ Listing Broker and its affiliated licensees are acting on behalf of both Seller and Buyer as Disclosed Dual Agents.

(Print Buyer's name exactly as title will be taken)

SS # 4-00-06-4471

(Print Buyer's name exactly as title will be taken)

SS # \_\_\_\_\_

**16. SELLER'S ACCEPTANCE:** Seller accepts the foregoing offer and shall sell the above-described Property on the terms and conditions herein stated and shall pay the Listing REALTOR® the compensation previously agreed upon in the Listing Agreement or other agreement of employment between them, which shall survive this Contract, for professional services rendered and to be rendered in this transaction.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
Signature Seller

SS # \_\_\_\_\_

\_\_\_\_\_  
Signature Seller

SS # \_\_\_\_\_

**EARNEST MONEY RECEIPT:** Received the sum of \$ \_\_\_\_\_ (check) (cash) as Earnest Money, to be held and applied in accordance with the items and conditions of the foregoing offer.

Date \_\_\_\_\_ Selling Agent \_\_\_\_\_

Selling Agent Signature \_\_\_\_\_

Broker's MLS ID \_\_\_\_\_ Phone \_\_\_\_\_

Company Name \_\_\_\_\_

MLS Public ID Name \_\_\_\_\_

Non-MLS, Use License # \_\_\_\_\_

Date \_\_\_\_\_ Listing Agent \_\_\_\_\_

Listing Agent Signature \_\_\_\_\_

Broker's MLS ID \_\_\_\_\_ Phone \_\_\_\_\_

Company Name \_\_\_\_\_

**SUPPLEMENTAL FINANCING AGREEMENT TO THE REAL ESTATE PURCHASE  
CONTRACT OR THE CONDOMINIUM REAL ESTATE PURCHASE CONTRACT**

**CONVENTIONAL/CASH**

This Agreement supplements and is attached to a certain Real Estate Purchase Contract or Condominium Real Estate Purchase Contract (the "Contract") between the undersigned Seller(s) ("Seller") and the undersigned Buyer(s) ("Buyer") dated the 8th day of AUGUST, 1999, relating to the following described real estate, which street address is: 8011 KRT CASHION DR ZIP 73016

Buyer elects to purchase on the following financial terms: (Check one)

**A. CONVENTIONAL LOAN** ☒

**B. CASH ONLY** ☐

**A. CONVENTIONAL LOAN:**

1. This sale is contingent upon the ability of Buyer to obtain and qualify for a Conventional or Fannie Mae Loan in the amount of \$ 61,000.00 for a period of 15-20 years, with a beginning interest rate not to exceed 10 % per annum (unless Buyer elects to pay higher interest) plus private mortgage insurance fee, if any. If the Loan described is not available to Buyer, or if the appraised value of the Property does not equal or exceed the purchase price (unless Buyer and Seller enter into a written agreement in settlement of the difference in sales price and appraised value), the Earnest Money herewith deposited shall be refunded to Buyer subject to appropriate written authorization from all parties to the Contract.

2. **CLOSING COSTS:** (a) Loan service, origination, commitment, and/or discount fees not to exceed a total of \$ AS REQUIRED shall be paid ALL by Buyer and NONE by Seller; (b) Buyer shall pay the first year private mortgage insurance fee, if any; (c) Buyer shall pay the credit report fee at time of loan application; (d) Buyer shall pay for and order the appraisal at time of loan application; and (e) Buyer shall pay all other Buyer's loan closing costs. EXCEPT: \_\_\_\_\_

3. **LOAN APPLICATION:** Buyer shall make a loan application within five (5) business days after acceptance hereof by Seller and shall diligently pursue approval thereof in a timely manner.

4. **BUYER'S EXPENSE:** Buyer shall pay at the time of Closing, IN CASH OR CERTIFIED FUNDS, prepaid escrow deposits as required by the Lender, interest beginning the day of Closing through the end of the month, one half of the escrow closing fee, Buyer's recording fees, and all other funds required from Buyer set forth in the Contract and this Agreement.

5. **SELLER'S EXPENSE:** Seller shall pay at the time of Closing following expenses as applicable: documentary stamps required, one half of escrow closing fee, Seller's recording fees, Lender's final inspection fee and all other expenses required from Seller set forth in the Contract and this Agreement. Seller shall satisfy all Lender's repair requirements to the Property, if any, not to exceed the amount specified in Paragraph 3 of the Contract. In the event Seller is required to provide funds at Closing, such funds shall be IN CASH OR CERTIFIED FUNDS.

6. **SPECIAL PROVISIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Buyer's initials na

Seller's initials \_\_\_\_\_

**B. CASH ONLY:**

1. This is a CASH TRANSACTION. Buyer understands that this transaction has no financing contingency.

2. **BUYER'S EXPENSES:** Buyer shall pay at the time of Closing, IN CASH OR CERTIFIED FUNDS, one half of the escrow closing fee, Buyer's recording fees, and all other funds required from Buyer set forth in the Contract and this Agreement.

3. **SELLER'S EXPENSES:** Seller shall pay at the time of Closing, documentary stamps required, one half of the escrow closing fee, Seller's recording fees, if any, and all other expenses required from Seller set forth in the Contract and this Agreement. In the event Seller is required to provide funds at the Closing, such funds shall be IN CASH OR CERTIFIED FUNDS.

4. **SPECIAL PROVISIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Buyer's initials \_\_\_\_\_

Seller's initials \_\_\_\_\_

This Agreement, upon its execution by both parties, is made an integral part of the Contract.

**BUYER ACKNOWLEDGES AND AGREES THAT ALL EXPLANATIONS, REPRESENTATIONS AND DISCLOSURES CONCERNING THE TERMS AND CONDITIONS OF THE LOANS CONTEMPLATED, IF APPLICABLE, ABOVE ARE THE RESPONSIBILITY OF THE LENDER AND NOT OF THE SELLER OR SELLER'S AGENTS.**

ALL PROVISIONS of the Contract shall remain in full force and effect.

APPROVAL OF BUYER THIS \_\_\_\_\_

APPROVAL OF SELLER THIS \_\_\_\_\_

DAY OF 8-8, 1999

DAY OF \_\_\_\_\_, 19\_\_\_\_

Norma Abbott by na  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)



## DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS

A real estate agent may represent either the Seller, Buyer, or both parties to a real estate transaction. Each real estate brokerage firm has its own policy regarding representation.

**Seller's Agent.** A real estate transaction begins with a Seller listing a property for sale with a real estate broker who is the "Seller's Agent". A Seller's Agent acts solely on behalf of the Seller and has the following affirmative obligations:

- (a) a fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller;
- (b) a duty to exercise reasonable skill and care in performance of the agent's duties;
- (c) a duty of honesty with the Buyer; and
- (d) a duty to disclose any material defects regarding the condition of the property of which the Seller's Agent has knowledge.

While a Seller's Agent, without the express permission of the Seller, cannot disclose to the Buyer that a Seller will accept a price less than the listed price, the Seller's Agent will provide the Seller with information obtained from the Buyer concerning the Buyer's income and reasons for purchasing the property. The Seller's Agent will assist the Seller to negotiate for the best price, best terms, and least cost.

**Buyer's Agent.** A real estate broker who is hired by a Buyer to represent only the Buyer is the "Buyer's Agent". The Exclusive Buyer Agency Agreement between the Buyer and the Buyer's Agent spells out their responsibilities and how the Buyer's Agent will be compensated. The Buyer's Agent may be compensated by the Buyer or, if the Seller agrees, by the Seller. No matter who pays the compensation, the Buyer's Agent has the following affirmative obligations:

- (a) a fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer;
- (b) a duty to exercise reasonable skill and care in performance of the agent's duties;
- (c) a duty of honesty with the Seller; and
- (d) a duty to disclose any material defects regarding the condition of the property of which the Buyer's Agent has knowledge.

While a Buyer's Agent, without the express permission of the Buyer, cannot disclose to the Seller that a Buyer will pay a price greater than the price offered, the Buyer's Agent will provide the Buyer with information concerning the Seller's desire to sell. The Buyer's Agent will assist the Buyer to negotiate for the best price, best terms, and least cost.

**Disclosed Dual Agent.** A real estate broker can legally act as the agent of both the Seller and the Buyer, but only with the knowledge and prior written, informed consent of both the Seller and the Buyer. Dual Agency occurs when the same real estate brokerage firm represents the Seller and the Buyer (the Buyer desires to purchase property listed with the firm of the Buyer's Agent). Dual agency occurs even though the Seller and Buyer are represented by different sales associates in the same firm. In a Disclosed Dual Agency, the agent has the following obligations:

- (a) a fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with both the Seller and the Buyer;
- (b) a duty to exercise reasonable skill and care in performance of the agent's duties;
- (c) a duty to respond honestly and accurately to questions concerning the property; and
- (d) a duty to disclose any material defects regarding the condition of the property of which the agent has knowledge.

A Dual Agent may not, without the express permission of the respective party, disclose to the other party confidential information, including:

- (1) that the Seller will accept a price less than the listing price, or the Buyer will pay a price greater than the price offered;
- (2) the Seller's desire to sell or the Buyer's reasons for purchasing the property;
- (3) that the Seller or Buyer will agree to financing terms other than those offered; or
- (4) information deemed confidential by either party obtained while acting as agent for that party only except for information required to be disclosed by law.

**Subagents.** Subagents are generally either licensees in the firm of the Seller's Agent or other real estate brokers and their licensees through the Multiple Listing Service. When other brokers accept the offer of subagency from a Seller's Agent, then such broker and their licensees become subagents of the Seller's Agent and the Seller and have the same obligations and responsibilities as the Seller's Agent. Subagents can offer a variety of services to a prospective buyer even though they do not represent the Buyer. These services include assisting a prospective buyer to find the right property, an explanation of available financing, monthly payments and closing costs, transmitting any offers of the Buyer to the Seller, and information about inspection companies or title closing companies. If cooperating brokers and their licensees act as Buyer's Agents, then they are not agents for the Seller.

The foregoing duties of the agent in a real estate transaction do not relieve a Seller and a Buyer from the responsibility to protect their own interests. You should carefully read all agreements to be certain that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise you about real estate. If you desire legal or tax advice, contact a legal or tax professional.

A copy of this Disclosure Statement is acknowledged and the following agency relationship is hereby confirmed:

**Listing Agent** is the agent of:

☒ the Seller exclusively (Seller's Agent)

**Selling Agent** is the agent of (check one):

☒ the Buyer exclusively (Buyer's Agent); or

☐ the Seller exclusively (Subagent as Seller's Agent)

Buyer or Seller:

Norma Abbott

Date:

8/8/99

Buyer or Seller:

Date:

9951 Blackberry Springs Rd, Guthrie, OK  
Address 73044

405-282-4008  
Telephone Number

Agent:

Art Brockhaus Real Estate  
Firm

By:

Verla Lueford  
Licensee

Date:

8-8-99

## ESTIMATE OF SELLER'S EXPENSE

DATE

8-9-99

ADDRESS

80 AC - CASHION

SALES PRICE

90,000

EQUITY

NEW LOAN AMOUNT

TENTATIVE CLOSING DATE

11-5-99

| ITEMS:   | FHA/VA | CONV.            | EQUITY | CASH |
|--|--------|------------------|--------|------|
| Loan Payoff: First Mortgage (Approx. amt.)         |        |                  |        |      |
| Loan Payoff: Other Mortgages                       |        |                  |        |      |
| Delinquent Payments                                |        |                  |        |      |
| Interest in Arrears                                |        |                  |        |      |
| Escrow Deficit                                     |        |                  |        |      |
| Prorated Taxes                                     |        |                  |        |      |
| Abstracting/U.C.C.                                 |        | 120.00<br>500.00 |        |      |
| Owner's Title Insurance Including Mortgagee Policy |        |                  |        |      |
| Survey or Mortgage Inspection Certificate          |        | 1,000.00         |        |      |
| Recording Fees                                     |        |                  |        |      |
| Mortgage Tax                                       |        |                  |        |      |
| Loan Origination Fee                               |        |                  |        |      |
| Buyer's Closing Costs                              |        |                  |        |      |
| AM Schedule (VA)                                   |        |                  |        |      |
| Discount Points                                    |        |                  |        |      |
| Buydown Points                                     |        |                  |        |      |
| Funding Fee (VA)                                   |        |                  |        |      |
| Documentary Stamps 1.50 per 1,000                  |        | 132.00           |        |      |
| Appraisal (Paid at Application)                    |        |                  |        |      |
| Payoff Penalty                                     |        |                  |        |      |
| Escrow Closing Fee 1/2 cost                        |        | 75.00            |        |      |
| Brokerage Compensation 7%                          |        | 6,300.00         |        |      |
| Document Preparation                               |        |                  |        |      |
| Underwriting & Tax Service                         |        |                  |        |      |
| Termite Certificate (if VA)                        |        |                  |        |      |
| Inspection Repairs, Lender Requirements            |        |                  |        |      |
| Termite Treatment                                  |        |                  |        |      |
| Appraisal Final Inspection                         |        |                  |        |      |
| Home Warranty Plan                                 |        |                  |        |      |
| Other FEDERAL EXPRESS                              |        | 100.00           |        |      |
| <b>CREDITS:</b>                                    |        |                  |        |      |
| Purchase of Escrow Account                         |        |                  |        |      |
| Mandatory HOA Proration                            |        |                  |        |      |
| Other  |        |                  |        |      |
| Other  |        |                  |        |      |
| <b>ESTIMATED EXPENSE:</b>                          |        | 8,247.00         |        |      |

## CASH/NEW LOAN

Sales Price

90,000.00

Less Costs

8,247.00

ESTIMATED PROCEEDS

81,753.00

## ASSUMPTION

Equity

Less Costs

ESTIMATED PROCEEDS

If seller is to carry a mortgage, in addition to the Estimated Proceeds, they will receive:

Payments of \$ \_\_\_\_\_ per \_\_\_\_\_

For a total loan period of \_\_\_\_\_

Mortgage amount \$ \_\_\_\_\_

Interest Rate \_\_\_\_\_

Balloon payment due \_\_\_\_\_

I understand that these figures are approximate, furnished at time of listing or contract, and that they may vary from those at closing.

SELLER SIGNATURE

LISTING BROKER/SALES ASSOCIATE

SELLER SIGNATURE

DATE

\* ( ) means deduct from expenses



*apssroy*  
*12/3/99*  
A.  
U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT  
**SETTLEMENT STATEMENT**

## B. TYPE OF LOAN:

1. ☐ FHA 2. ☐ FmHA 3. ☒ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.  
6. FILE NUMBER: 46577 7. LOAN NUMBER:  
8. MORTGAGE INS CASE NUMBER:

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

10 3/88 (45577/45577/5)

## D. NAME AND ADDRESS OF BORROWER:

Norma O. Abbott  
9651 Blackberry Springs  
Guthrie, Ok 73044

## E. NAME AND ADDRESS OF SELLER:

Richard L. Oliver  
Norman L. Oliver  
P. O. Box 425  
June Lake, Ca. 93529

## F. NAME AND ADDRESS OF LENDER:

Oklahoma State Bank  
2610 S Division  
Guthrie, Ok 73044

## G. PROPERTY LOCATION:

S SW 9-15-4W

Logan County, Oklahoma

## H. SETTLEMENT AGENT:

73-1459199

Guthrie Abstract and Title Company

## PLACE OF SETTLEMENT

211 E. Oklahoma  
Guthrie, Oklahoma 73044

## I. SETTLEMENT DATE:

December 7, 1999

## J. SUMMARY OF BORROWER'S TRANSACTION

## 100. GROSS AMOUNT DUE FROM BORROWER:

|   |           |
|---|-----------|
| 101. Contract Sales Price                       | 90,000.00 |
| 102. Personal Property                          |           |
| 103. Settlement Charges to Borrower (Line 1400) | 589.00    |
| 104.  |           |
| 105.  |           |

## Adjustments For Items Paid By Seller in advance

|                      |                      |       |
|----------------------|----------------------|-------|
| 106. City/Town Taxes | to                   |       |
| 107. County Taxes    | 12/07/99 to 01/01/00 | 10.27 |
| 108. Assessments     | to                   |       |
| 109.                 |                      |       |
| 110.                 |                      |       |
| 111.                 |                      |       |
| 112.                 |                      |       |

120. GROSS AMOUNT DUE FROM BORROWER 90,599.27

## 200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:

|  |           |
|--|-----------|
| 201. Deposit or earnest money          | 500.00    |
| 202. Principal Amount of New Loan(s)   | 90,000.00 |
| 203. Existing loan(s) taken subject to |           |
| 204.                                   |           |
| 205.                                   |           |
| 206.                                   |           |
| 207.                                   |           |
| 208.                                   |           |
| 209.                                   |           |

## Adjustments For Items Unpaid By Seller

|                                   |    |  |
|-----------------------------------|----|--|
| 210. City/Town Taxes              | to |  |
| 211. County Taxes                 | to |  |
| 212. Assessments                  | to |  |
| 213. Based on 1998 Taxes \$       |    |  |
| 214. ALL Tax Prorations Are FINAL |    |  |
| 215.                              |    |  |
| 216.                              |    |  |
| 217.                              |    |  |
| 218.                              |    |  |
| 219.                              |    |  |

220. TOTAL PAID BY/FOR BORROWER 90,500.00

## 300. CASH AT SETTLEMENT FROM/TO BORROWER:

|  |              |
|--|--------------|
| 301. Gross Amount Due From Borrower (Line 120)   | 90,599.27    |
| 302. Less Amount Paid By/FOR Borrower (Line 220) | ( 90,500.00) |
| 303. CASH ( X FROM ) ( TO ) BORROWER             | 99.27        |

## K. SUMMARY OF SELLER'S TRANSACTION

## 400. GROSS AMOUNT DUE TO SELLER:

|                           |           |
|---------------------------|-----------|
| 401. Contract Sales Price | 90,000.00 |
| 402. Personal Property    |           |
| 403.                      |           |
| 404.                      |           |
| 405.                      |           |

## Adjustments For Items Paid By Seller in advance

|                      |    |  |
|----------------------|----|--|
| 406. City/Town Taxes | to |  |
| 407. County Taxes    | to |  |
| 408. Assessments     | to |  |
| 409.                 |    |  |
| 410.                 |    |  |
| 411.                 |    |  |
| 412.                 |    |  |

420. GROSS AMOUNT DUE TO SELLER 90,000.00

## 500. REDUCTIONS IN AMOUNT DUE TO SELLER:

|   |          |
|---|----------|
| 501. Excess Deposit (See Instructions)        |          |
| 502. Settlement Charges to Seller (Line 1400) | 8,404.00 |
| 503. Existing loan(s) taken subject to        |          |
| 504. Payoff of first Mortgage                 |          |
| 505. Payoff of second Mortgage                |          |
| 506.  |          |
| 507. (Deposit disb. as proceeds)              |          |
| 508.  |          |
| 509.  |          |

## Adjustments For Items Unpaid By Seller

|                                   |                      |        |
|-----------------------------------|----------------------|--------|
| 510. City/Town Taxes              | to                   |        |
| 511. County Taxes                 | 01/01/99 to 12/07/99 | 139.62 |
| 512. Assessments                  | to                   |        |
| 513. Based on 1998 Taxes \$       |                      |        |
| 514. ALL Tax Prorations Are FINAL |                      |        |
| 515.                              |                      |        |
| 516.                              |                      |        |
| 517.                              |                      |        |
| 518.                              |                      |        |
| 519.                              |                      |        |

520. TOTAL REDUCTION AMOUNT DUE SELLER 8,543.62

## 600. CASH AT SETTLEMENT TO/FROM SELLER:

|  |             |
|--|-------------|
| 601. Gross Amount Due To Seller (Line 420) | 90,000.00   |
| 602. Less Reductions Due Seller (Line 520) | ( 8,543.62) |
| 603. CASH ( X TO ) ( FROM ) SELLER         | 81,456.38   |

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

÷2= 40728.19

I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

Borrower

Norma O. Abbott

Seller

Richard L. Oliver

Norman L. Oliver

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

*Sharon Adams*  
Guthrie Abstract and Title Company  
Settlement Agent

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

Your copy

**E. SETTLEMENT CHARGES**

|  |                                       |                         |          |        |          |
|--|---------------------------------------|-------------------------|----------|--------|----------|
| <b>700. TOTAL COMMISSION Based on Price</b>  |                                       | \$ 90,000.00 @ 7.0000 % | 6,300.00 |        |          |
| <i>Division of Commission (line 700) as Follows:</i>                                     |                                       |                         |          |        |          |
| 701. \$ 3,600.00   | to Century-21 Goodyear Green          |                         |          |        |          |
| 702. \$ 2,700.00   | to Art Brockhaus Realty               |                         |          |        |          |
| 703. Commission Paid at Settlement   |                                       |                         |          |        | 6,300.00 |
| 704. _____ to _____  |                                       |                         |          |        |          |
| <b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN</b>  |                                       |                         |          |        |          |
| 801. Loan Origination Fee  | % to _____                            |                         |          |        |          |
| 802. Loan Discount   | % to _____                            |                         |          |        |          |
| 803. Appraisal Fee   | to STEPHENSON APPRAISAL CO            | 99-10570                |          | 225.00 |          |
| 804. Document Prep   | to Oklahoma State Bank                |                         |          | 100.00 |          |
| 805. Lender's Inspection Fee   | to _____                              |                         |          |        |          |
| 806. Mortgage Ins. App. Fee  | to _____                              |                         |          |        |          |
| 807. Assumption Fee  | to _____                              |                         |          |        |          |
| 808. _____   |                                       |                         |          |        |          |
| 809. _____   |                                       |                         |          |        |          |
| 810. _____   |                                       |                         |          |        |          |
| 811. _____   |                                       |                         |          |        |          |
| <b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>                               |                                       |                         |          |        |          |
| 901. Interest From 12/07/99 to 01/01/00 @ \$ _____ /day ( 25 days %)                     |                                       |                         |          |        |          |
| 902. Mortgage Insurance Premium for _____ months to _____                                |                                       |                         |          |        |          |
| 903. Hazard Insurance Premium for _____ years to _____                                   |                                       |                         |          |        |          |
| 904. _____   |                                       |                         |          |        |          |
| 905. 1998 Property Taxes   |                                       |                         |          |        |          |
| <b>1000. RESERVES DEPOSITED WITH LENDER</b>  |                                       |                         |          |        |          |
| 1001. Hazard Insurance   | months @ \$ _____ per month           |                         |          |        |          |
| 1002. Mortgage Insurance   | months @ \$ _____ per month           |                         |          |        |          |
| 1003. City/Town Taxes  | months @ \$ _____ per month           |                         |          |        |          |
| 1004. County Taxes   | months @ \$ _____ per month           |                         |          |        |          |
| 1005. Assessments  | months @ \$ _____ per month           |                         |          |        |          |
| 1006. _____  | months @ \$ _____ per month           |                         |          |        |          |
| 1007. _____  | months @ \$ _____ per month           |                         |          |        |          |
| 1008. Aggregate Adjustment   | months @ \$ _____ per month           |                         |          |        |          |
| <b>1100. TITLE CHARGES</b>   |                                       |                         |          |        |          |
| 1101. Settlement or Closing Fee  | to Guthrie Abstract and Title Company |                         | 75.00    |        | 75.00    |
| 1102. Abstract   | to Guthrie Abstract and Title Company |                         |          |        | 390.00   |
| 1103. Title Examination  | to Jeff Hirzel, Atty                  |                         | 125.00   |        |          |
| 1104. Doc Prep & Overnite Postage  | to Guthrie Abstract and Title Company |                         | 25.00    |        |          |
| 1105. Certified copies from Ct Clk   | to Guthrie Abstract and Title Company |                         |          |        | 4.00     |
| 1106. Notary Fees  | to _____                              |                         |          |        |          |
| 1107. Attorney's Fees  |                                       |                         |          |        |          |
| <i>(includes above item numbers: _____)</i>  |                                       |                         |          |        |          |
| 1108. Title Insurance  | to _____                              |                         |          |        |          |
| <i>(includes above item numbers: _____)</i>  |                                       |                         |          |        |          |
| 1109. Lender's Coverage  | \$ _____                              |                         |          |        |          |
| 1110. Owner's Coverage   | \$ _____                              |                         |          |        |          |
| 1111. _____  |                                       |                         |          |        |          |
| 1112. _____  |                                       |                         |          |        |          |
| 1113. _____  |                                       |                         |          |        |          |
| 1114. Escrow for Pin Survey  | to Guthrie Abstract and Title Company |                         |          |        | 1,500.00 |
| 1115. _____  |                                       |                         |          |        |          |
| 1116. _____  |                                       |                         |          |        |          |
| 1117. _____  |                                       |                         |          |        |          |
| 1118. _____  |                                       |                         |          |        |          |
| <b>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>                                   |                                       |                         |          |        |          |
| 1201. Recording Fees: Deed \$ 16.00; Mortgage \$ 10.00; Releases \$ _____                |                                       |                         | 26.00    |        |          |
| 1202. City/County Tax/Stamps: Deed _____; Mortgage _____                                 |                                       |                         |          |        |          |
| 1203. State Tax/Stamps: Revenue Stamps 135.00; Mortgage _____                            |                                       |                         |          |        | 135.00   |
| 1204. Mortgage Certification   | to Logan County Treasurer             |                         | 5.00     |        |          |
| 1205. Deed to Children-Buyer   | to Logan County Clerk                 |                         | 8.00     |        |          |
| <b>1300. ADDITIONAL SETTLEMENT CHARGES</b>   |                                       |                         |          |        |          |
| 1301. Survey   | to _____                              |                         |          |        |          |
| 1302. Pest Inspection  | to _____                              |                         |          |        |          |
| 1303. _____  |                                       |                         |          |        |          |
| 1304. _____  |                                       |                         |          |        |          |
| 1305. _____  |                                       |                         |          |        |          |
| <b>1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)</b> |                                       |                         |          | 589.00 | 8,404.00 |

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement

Certified to be a true copy.

**SELLER'S TAX ID SOLICITATION:** THE INFORMATION IN BLOCKS E, G, H, I AND ON LINES 401, 406, 407 and 408 IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTIONS WILL BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED. YOU ARE REQUIRED BY LAW TO PROVIDE THE SETTLEMENT AGENT WITH YOUR CORRECT FEDERAL TAX IDENTIFICATION NUMBER. IF YOU DO NOT PROVIDE THE SETTLEMENT AGENT WITH YOUR CORRECT FEDERAL TAX IDENTIFICATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW.

If the real estate transferred was your main home, see the 1999 Form 1040 instructions to determine if you have to report the sale or exchange. If the real estate transferred was not your main home, report the transaction in the applicable parts of Form 4797, Sale of Business Property, Form 6252, Installment Sale Income, and/or Schedule D (Form 1040), Capital Gains and Losses. If you sold your home and (1) you did not own it for more than 9 years and (2) it was financed after 1990 under a Federally-subsidized program (qualified mortgage bonds or mortgage credit certificates), you may have to recapture part of the subsidy. This will increase your tax. See Form 8828, Recapture of Federal Mortgage Subsidy, and Pub. 523, Selling Your Home.

If you have already paid the real estate tax for the period that includes the sale date, subtract the amounts on Lines 406, 407 & 408 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the line for "Other income" on Form 1040. For more information, see Pub. 523.

For Paperwork Reduction Act Notice, see the 1999 Instructions for Forms 1099, 1098, 5498, and W-2.  
Department of the Treasury - Internal Revenue Service

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN BELOW ON THIS STATEMENT IS MY CORRECT FEDERAL TAX IDENTIFICATION NUMBER.

|                        |                    |                        |                    |
|------------------------|--------------------|------------------------|--------------------|
| <hr/>                  | <hr/>              | <hr/>                  | <hr/>              |
| Seller's Signature     | Seller's Signature | Seller's Signature     | Seller's Signature |
| TaxID/SSN: 546-34-9596 | TaxID/SSN:         | TaxID/SSN: 546-34-9594 | TaxID/SSN:         |

## Surgery Centers

- ambulatory Surgery Center**  
Dewey—552-9550
- on Surgery Affiliates Inc.**  
Classen Blvd—842-0404
- urgicenter Guthrie**  
282-9000
- uth Surgery Center Of**  
d 1700 S State St Edmond—330-1003
- Endoscopy Center**  
Memorial Rd—755-4140
- s Surgery & Urology Center**  
Portland Ave—604-4188
- oma City OK**  
**MA SURGICARE**  
N Meridian—755-6240
- MA UROLOGY CENTER**  
Portland—951-4188
- EDIC ASSOCIATES**  
**ATORY SURGERY CENTER**  
W 50—947-5610
- Toll Free**—888 947-0911
- is Surgical Center**  
Robinson Nrm—364-9789
- ONLY NORTH AMBULATORY**  
**RY CENTER**  
Santa Fe Av—419-5566
- Center Of Midwest City**  
ational Av—732-7905
- Center Of Oklahoma The**  
12—235-4525
- RE-MIDTOWN**  
Lincoln Blvd—232-8696
- AY SURGERY** 1044 SW 44—636-1701

## Surplus & Salvage Merchandise

- URPLUS STORE**  
r 1 NW 10 & Classen Blvd—236-8855
- urplus**  
Of Merchandise  
Exchange Av—235-0045
- es Co**  
Broadway—232-3578
- Surplus 406 E Main**—273-2628
- Warehouse 3600 SW 29**—681-0110
- TLET 1711 N Rockwell**—495-1711
- n Center**  
Highway 81—262-6373
- arts Recyclers**  
Agnew Av—235-5865
- prises 1726 W Sheridan**—232-1397
- WRECKING CO**  
N Coltrane Rd—478-8833
- Military Surplus 506 E Main**—273-9967
- urplus**  
Commercial Surplus-Clothing  
ware  
Stroh Ave Okarche Ok—263-4888
- Wrecker Service 217 E 7**—396-2755
- nterprise**  
one Brook Dr—282-7780
- my Surplus**  
W Highway 66—354-2686

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uthwestern Bell Yellow Pages.  
y drive all over town looking for  
argain when all you have to do  
is pick up the telephone?

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**Boundary**  
**Geodetic**  
**Construction**  
**MAZMAT Certified**

**842-6540**

W. Wilshire, Ste 112

## Surveying Instruments

- CONTRACTORS SUPPLY CO**  
SALES • RENTALS • REPAIRS  
CST / BERGER & NIKON  
Transits & levels • Spectra-Physics Lasers  
NE 30th & Santa Fe—525-7431
- Enhanced Impact LLC 601 Vista Ln**—341-5727
- Frontier Precision Box 334**—292-8030
- HAIDEK SURVEYING INSTRUMENT INC**  
IN HOUSE REPAIRS SINCE 1956  
CONSTRUCTION & SURVEYING EQUIPMENT  
SALES • RENTALS • REPAIRS • FIELD SUPPLIES  
1810 Linwood Blvd—232-8843
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LEVELS • TRANSITS • TOTAL STATIONS  
LASERS • GPS • RENTALS & SALES  
643 SE 4—235-2609
- NIKON SURVEYING INSTRUMENTS**  
**AUTHORIZED DEALER**  
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INSTRUMENT INC  
1810 Linwood Blvd—232-8843
- SOKKIA INSTRUMENTS & EQUIPMENT**  
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SALES • SERVICE • RENTALS  
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7721 NW 10 Suite H—495-8523
- Toll Free**—1 800 395-8523

- WHITTON SUPPLY**  
Spectra-Physics Lasers  
David White & Nikon  
BERGER  
Transits & Levels  
Sales  
235-5561  
1-800-777-5561  
1419 W Reno

## Surveyors-Aerial

- AERIAL DATA SERVICE INC**  
PRECISION PHOTOGRAPHY  
DIGITAL TOPOGRAPHIC MAPPING / GIS  
SURVEYS • GPS & CONVENTIONAL  
8301 E 51 Ste 100 Tulsa Ok—1 800 888-9163
- Aerial Oklahoma Inc 726 NW 63**—840-8977
- Brown & MacIn Inc**  
4420 N Lincoln Blvd—424-2442
- Digital Mapping Associates**  
2832 W Wilshire Blvd—842-4114
- Land Graphics 3600 NW 50**—947-7207

## Surveyors-Land

- AGC & ASSOCIATES SURVEYING INC—631-7178**  
Adams & Cole Surveying Inc  
2216 Pole Rd—793-8838
- Alliance Surveying LLC**  
730 W Wilshire Blvd—842-6540
- ★SEE DISPLAY AD This Page**
- Area Survey Co 3801 NW 63**—848-8750
- Facs Line 3801 NW 63**—848-0676
- Atlas Surveying Services**  
2108 Memphis Dr Norman Ok—360-9904
- B K Construction Staking Inc**  
2832 W Wilshire Blvd—842-5072
- BOARD OF REGISTRATION**  
**PROFESSIONAL ENGINEERS AND**  
**LAND SURVEYORS**  
State Of Oklahoma  
201 NE 27—521-2874
- Brunt Surveying Co LLC**  
35 McKenzie Dr—224-8745
- Cahill Land Surveying 6209 SE 8**—732-6553
- Canadian Land Surveying Inc**—745-3377
- Carl Willyard Surveying**  
11649 S Western—691-5978

listings are continued on next page

## Surveyors-Land (Cont'd)

- Cartographic Co 103 N Mercedes**—447-9697
- Cimarron Surveying & Mapping**  
1530 SW 89—692-7348
- Converse & Associates Civil Engineer**  
Land Surveyor—260-8020
- COON ENGINEERING INC**  
2832 W Wilshire Blvd—842-0363
- CORNERSTONE SURVEYING SERVICES**  
STATEWIDE SURVEYING & MAPPING - FREE EST.  
Boundary • ALTA • ACSM • Construction  
Land Planning • Route • Topo & Control Surveys  
Call—364-0380
- DELTA SURVEYING & ENGINEERING**  
CO  
ALTA-ACSM, Hazardous Material,  
Topographic And Land Surveying  
Global Positioning Surveys  
7300 NW 23—789-5983
- Dossey Surveying Company**  
1530 SW 89—692-4744

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FAX 232-2229  
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- Ener-Trans Inc 535 N Ann Arbor Av**—947-1340
- Fairchild Surveying**—354-4288
- Fox's Land Survey 529 N Harrison**—275-8152
- HALE & ASSOCIATES SURVEYING CO**  
1601 SW 89—686-0174
- Hodson Surveying Co**  
1491 S Sunnylane Rd—677-4404
- Hughes Surveying Co 6505 NW 98**—722-1157
- Indian Meridian Surveying**  
Darren W. Meeks R.P.L.S.  
Call—390-4790
- J G V E Inc 124 NW 10**—236-8313
- J & J SURVEY INC 1141 N Robinson**—232-8008
- ★SEE DISPLAY AD This Page**
- Johnson & Associates 511 Couch Dr**—235-8075
- L E Surveying Division**  
903 E 35 Shawnee—275-5755
- LENKE LAND SURVEYING**  
3625 W Main—366-8541
- M R L Land Surveying Co**  
201 N Bickford—262-0249
- Mapco Engineering 2800 SE 15**—348-0550
- Mark Deal & Associates Pc**  
730 W Wilshire Blvd—843-3325
- MARKS & COVEY SURVEYING**  
BOUNDARY & TOPOGRAPHIC SURVEYS  
MORTGAGE INSPECTIONS • LAND PLANNING  
Johnny Marks RLS—842-1286
- Joe Covey RLS**—392-4624

- Marshall Surveying Co**—273-4810
- MILLER SURVEY COMPANY**  
2224 N Ann Arbor Av—947-8631
- MITCHELL SURVEYING CO**  
Property-Lots-TOPO-ALTA-Surveys  
3000 NW 13—947-2492
- Oklahoma Geological Survey**  
Petroleum Information Center  
1425 George Av—447-3118
- Oklahoma Society Of Land Surveyors**  
Po Box 75410 Okc—721-7222
- Pollard & Whited Surveying Inc**  
2514 Tee Dr—366-0001
- Prescott Surveying Co PO Box 6033**—341-1767
- R & J ASSOCIATES**  
State Wide Surveying & Mapping  
Pipeline • Land • Construction • Subdivision  
Lot & Topographic Surveys  
136 W Highway 152—376-4411

- Registered Land Surveyors**  
323 E Choctaw Cka—224-6161
- Smithco Surveying 1129 NW 197**—715-0002
- Sooner Land Surveying Inc**  
PO Box 101 Lut—277-3090
- Sooner Surveying Service**  
1328 Denison Cir Nrm—360-1035

- Stout's Drafting Service**  
5001 S Berryman Rd—741-1675
- TOPOGRAPHIC 6709 N Classen Blvd**—843-4847
- ★SEE DISPLAY AD This Page**
- WILSON & COMPANY ENGINEERS & ARCHITECTS** 5909 NW Expwy—728-7517
- Yager James S**  
1212 S Air Depot Blvd—737-3412

## Survival Supls

- Sam's Best Buys 2409 S Agnew Av**—636-1486
- Shawnee Products Inc**  
1201 Holly Ln Tecumseh—598-6502

## Sweepers-Power

- ADVANCE SWEEPERS & SCRUBBERS**  
MEDLEY MATERIAL HANDLING  
INC 4201 Will Rogers Pkwy—946-3453
- VAN KEPPEL EQUIPMENT CO**  
8233 W Reno—495-0606
- AMERICAN-LINCOLN TECHNOLOGIES**  
**POWER SWEEPERS & SCRUBBERS**  
L P M PARTS & SERVICE OF  
OKLAHOMA INC  
1845 W Reno—235-3635

- HARLEY POWER SYSTEMS**  
AUTHORIZED FACTORY CAT DISTRIBUTOR  
SALES • SERVICE • PARTS  
LEASING • RENTAL • USED EQUIPMENT  
Toll Free Dial "1"—800-331-4449

- Tennant Company**  
Toll Free-Dial "1" & Then—800 553-8033
- Westquip 1901 SE 22**—670-4343
- ★SEE DISPLAY AD This Page**

## Sweeping Compounds

- Okla Floor Sweep Mfg Co**—424-4500

## Sweeping Serv-Power

- A-1 SWEEPING & STRIPING CO**  
Rt 10 Box 381—794-2095
- Bill's Sweeping And Lot Maintenance**  
1716 Webster St—733-2442
- C-P Integrated Services Inc**  
5000 S Douglas Blvd—732-0532
- DEAN'S SWEEPER SCRUBBER SERVICE**  
• PARKING LOTS  
• OFFICE BUILDINGS  
• SHOPPING CENTERS  
• PARKING LOT STRIPING  
704 W. Silver Meadow Dr—737-6386

- DUMONT MIKE'S SWEEPING SERVICE**—330-2442
- L & J Sweeping Service 4900 SE 139**—799-6045
- MAJOR SWEEPING CO**  
Serving Oklahoma Since 1978  
Hourly or By Contract / Snow Plowing  
Parking Lots • Malls • Streets  
Edm—282-8558

## Swimming Instruction

- Sooner Swim Club 1701 Asp Av**—360-7665

## Swimming Pool Contractors & Dealers

- A-1 Pools 7900 E Franklin Rd**—360-9950
- ABOVE GROUND POOLS BY MORGAN**  
**SEE OUR DISPLAYS**  
Many Styles & Sizes—Rounds & Ovals  
48" and 52" Walls  
Pool & Spa Chemicals & Accessories  
Family Fun Since '61  
5518 S. Shields—632-2337

- AQUATECH POOLS 6500 NW 10**—495-2570
- Aquatic Designs**—943-5336
- ★SEE DISPLAY AD Page 1067**
- Art-Crete Of Oklahoma**—843-1940
- Berry Pools 3300 S Prospect Moore**—793-7877
- ★SEE DISPLAY AD Page 1067**

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◆ UTILIT  
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◆ USGS  
◆ AERIAL

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6709  
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PowerBo  
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1901 SE

**BIG T PO**

★SEE  
Blue Haven P  
Blue Haven P  
306 S Bryar  
★SEE  
Bob Biggers F  
1316 NE 12  
Buster's Pool  
5703 Ridge

**CARDINAL**  
**POOLS**

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CAVINESS LA  
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Edmond

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in-Gro  
6808 N Grov

Country Leis  
3905 N Col  
Country Leis  
3001 N Ser  
Crystal Clear  
305 Club P

**CUSTOM PO**  
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QT  
Call—  
Dee Johnson

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Make

**GUTHRIE ABSTRACT & TITLE CO.**

"From Uncle Sam to Sundown"  
P.O. Box 189  
Guthrie, Oklahoma 73044

December 3, 1999

Mr. Norman L. Oliver  
2284 South Inland  
Stockton, California 95206-9692

Prof. Richard L. Oliver  
P. O. Box 425  
June Lake, California 93529

Dear Messrs. Oliver:

The new Settlement Statement and your copy are attached.

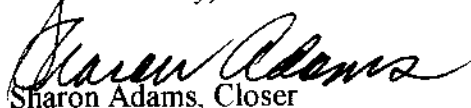
The pin survey is a problem; I got three estimates, the best being attached. Surveyors are quite proud of their work. The son of the buyer's realtor is a licensed surveyor and they thought he might complete the job faster and at less cost but unfortunately that didn't work out.

I'm sending you both a copy of the surveyors' telephone numbers in the Oklahoma City area. You may want to make some calls and see if you can get a better deal. Tell them it's a "pin" survey on the south half of the southwest quarter of Section 9, Township 15 North, Range 4 West, Logan County. Ask for a "not-to-exceed" estimate both in time and money.

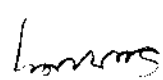
In the meantime, I must hold the \$1,500 in trust until the contract can be fully complete, which depends on getting a survey. However we proceed, I will send you each a check for any difference as soon as I have it in hand.

You may have more questions about the Settlement Statement, and if so, please give me a call. Then, if you will sign and return it, I'll send your proceeds immediately. Thanks.

Yours sincerely,

  
Sharon Adams, Closer

Encl. (3)

  
1581 for 12/11/99

| ACCOUNT NUMBER | ASSESSED VALUE | EXEMPTIONS | TAXABLE VALUE | MILLAGE CODE |
|----------------|----------------|------------|---------------|--------------|
| 21616          | 2,855          |            | 2,855         | 100310       |

OLIVER, NORMAN  
C/O RICHARD OLIVER  
BOX 425  
JUNE LAKE, CA 93529

27-10-91  
SECTION 09 TOWNSHIP 15N RANGE 04W  
S 1/2 SW 1/4

80.00 Acres

| AD VALOREM TAXES  |   |              |
|-------------------|---|--------------|
| TAXING AUTHORITY  | MILLAGE RATE (DOLLARS PER \$1,000 OF TAXABLE VALUE) | TAXES LEVIED |
| 0001 LOGAN COUNTY |   |              |
| GENERAL FUND      | 10.2400   | 24.12        |
| HEALTH FUND       | 2.5600  | 6.08         |
| SINKING FUND      | .6600   | 1.55         |
| 3689 CASHION ISD  |   |              |
| BUILDING FUND     | 5.0500  | 11.69        |
| GENERAL FUND      | 35.3200   | 88.17        |
| SINKING FUND      | 5.7300  | 13.49        |
| FOUR MILL         | 4.0900  | 9.64         |
| TOTAL MILLAGE     |   | 149.89       |
| AD VALOREM TAXES  |   | 149.89       |

149.89  
- 139.62  
10.27 from  
Norma C. Abbott

| NON-AD VALOREM ASSESSMENTS |      |        |
|----------------------------|------|--------|
| LEVYING AUTHORITY          | RATE | AMOUNT |
| NON-AD VALOREM ASSESSMENTS |      |        |

Please  
Retain this  
Portion for  
your Records

|  |                        |                             |
|--|------------------------|-----------------------------|
| COMBINED TAXES AND ASSESSMENTS \$          |                        | 149.89                      |
| See reverse side for important information | 1ST HALF 2ND HALF MAIL | Curr Due Delq Due Total Due |
|  |                        | 149.89 149.89               |

| ACCOUNT NUMBER | ASSESSED VALUE | EXEMPTIONS | TAXABLE VALUE | MILLAGE CODE |
|----------------|----------------|------------|---------------|--------------|
| 21616          | 2,855          |            | 2,855         | 100310       |

TAXES ARE DUE BY 12/31

OLIVER, NORMAN  
C/O RICHARD OLIVER  
BOX 425  
JUNE LAKE, CA 93529

27-10-91  
SECTION 09 TOWNSHIP 15N RANGE 04W  
S 1/2 SW 1/4

80.00 Acres

|   |          |      |  |          |          |           |
|---|----------|------|--|----------|----------|-----------|
| MAKE CHECKS PAYABLE TO, LOGAN COUNTY TREASURER, P.O. BOX 219, GUTHRIE, OK 73044 |          |      |  |          |          |           |
| 1ST HALF  | 2ND HALF | MAIL |  | Curr Due | Delq Due | Total Due |
|   |          |      |  | 149.89   |          | 149.89    |

0000014789 0000000000 0000000197830000 0001 0



**GUTHRIE ABSTRACT & TITLE CO.**

**5779**

**5779**

Buyer/Borrower: Abbott  
Seller: Oliver/Oliver  
Lender: Oklahoma State Bank  
Property: S SW 9-15-4W/ OK /  
Settlement Date: December 7, 1999  
Disbursement Date: December 7, 1999  
Check Amount: \$ 40,728.19  
Pay To: Richard L. Oliver  
For:  
Closing Proceeds

**JUN**