



James Rome Living Estate Auction
Saturday, September 9, 2022 at 10:00 AM
Location: 16855 Topeka Lane, Choctaw, OK 73020

ON-SITE AUCTION LOCATION: From I40 & Peebly Rd Exit, go North 3.5 mi, go west on SE 29th St. for 1 mi, go South on Triple XXX Rd for .04 mi, go west on Railhead Dr for 381 ft., go north/right on Topeka Lane for .03 mi – look for signs.

REAL ESTATE SELLS AT 10:00 AM

This property in the 73020 zip code and is 1,638 square feet, with 4 bedrooms, 2 baths, fireplace, attached 2 car garage, in ground storm shelter on 1.03 acre lot treed and fenced. This property is in the RAILHEAD ESTATES. Home is located in the Choctaw School District and close to the interstate. 32 x 24 shop bldg. and 10 x 10 storage bldg.

*For viewing this property, or for more details, contact Jeff Parker at Cell: (405) 630-9184 or office: (405) 454-2628
Email: info@jkparkerauction.com or jkparkerauctionservices@gmail.com*

Real Estate Terms: 10% Escrow day of auction with balance due upon closing. Any announcement made at auction shall supersede any previous advertisement or statements and prevail as the final terms and conditions.

All bidders and participants in this auction sale hereby agree that they have read and fully understand the following terms. By participating in this auction sale, bidders and participants further agree to be bound by the terms and conditions of auction contained herein.

REALTORS MUST ACCOMPANY BUYER AND REGISTER AS BUYERS AGENT PRIOR TO AUCTION IN ORDER TO BE COMPENSATED.

BUYERS PREMIUM: There is NOT a Buyer’s Premium. This does not exclude qualified licensed real estate agent from a buyer’s broker relationship to be by paid by the buyer.

DOWN PAYMENT: A (10%) non-refundable down payment based on the total purchase price, shall be due immediately following the auction. The down payment may be made in the form of cashier’s check, personal check, or corporate check payable to (to be determined) Closing Company.

NOT SUBJECT TO FINANCING: *There are no contingencies for financing, so financial arrangements must be made prior to the auction.*

ACCEPTANCE OF BID PRICES: All successful bidders will be required to enter into the Real Estate Purchase Contract at the auction site immediately following the close of the auction. Final bid prices are subject to the Sellers acceptance or rejection of any or all bids. Seller would consider pre-auction offers of the real property or the real & personal property in its entirety.

EVIDENCE OF TITLE: A current/updated Abstract will be provided by the seller at Seller’s cost.

DEED: Title shall transfer by Warranty Deed. Surface Rights Only

CLOSING: The balance of the real estate purchase price is due at closing, which will take place on or before October 31, 2022. Closing will be held at (TBD) Closing Company. Closing Company transaction fees will be split equally between buyer and seller.

Standard Buyer & Seller costs will apply to each party. Such as,
• Seller will bring abstract to date and provide a marketable title

- Seller will pay for documentary stamps, recording of deed, half of closing company transaction fee, broker's selling commission, and other fees which a seller would normally be responsible for to pay.
- Buyer will be responsible for purchase price of property, title opinion, title insurance (if requested), half closing company transaction fee, recording fees, Survey (if required), all costs associated with mortgage and loan, or any other fees which normally are the responsibility of buyer to pay. If a 1031 Tax Exchange is implemented by the buyer, then those costs will be buyer's responsibility.

POSSESSION: Possession will be upon closing of the property.

REAL ESTATE TAXES: 2021 real estate taxes will be prorated to day of closing.

PROPERTY INSPECTION: Auctioneer strongly recommends that any prospective Bidder personally inspect the Property prior to the Auction.

- Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries and due diligence concerning the property. Inspection dates can be scheduled prior to the auction with realtor and auction company. Further, Seller disclaims any and all responsibility for Bidders safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale.

ACREAGE: All tract acreages, dimensions, and boundaries are based on current legal descriptions, aerial photos and existing fences.

SURVEY: Any Survey would be at requirement of buyer and a cost to buyer

AGENCY: JK Parker Auction Service | Bennett LAND & Home and its representatives are exclusive agents of the Seller.

DISCLAIMER AND ABSENCE OF WARRANTIES: All information contained in the advertisements, websites, brochure, easements and all related materials are subject to the terms and conditions outlined in the Purchase Agreement. The property is being sold on an AS IS,

WHERE IS basis, and no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches and dimensions in the advertising, website and brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Seller and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the persons credentials, fitness, etc. All decisions of the Auctioneer are final.

ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE SHALL TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.