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Auction is the sound that sells, so let your voice be Heard!

Introduction & Agency Disclosure

United Country Heard Auction & Real Estate and all employed by or associated with United Country Heard Auction & Real Estate represent the Seller in the Sale of this property.

This Property Information Packet is solely intended to provide interested parties with preliminary information only and is not a solicitation of offers and does not constitute an offer to sell. The delivery of this material to any person shall not create any agency relationship between such person and Broker or Auctioneer. The information included herein is believed to be correct, but it is not guaranteed. No investigation or review has been made as to its accuracy; some information furnished is from outside sources deemed to be reliable, but is not certified as accurate by the Seller, Broker, or Auctioneer, or any other affiliates. All information contained herein is subject to corrections, errors, and omissions. All offers must be based on the offer's own investigation of any property offered herein and not any representation made by the Seller, Broker, or other party. Neither Seller nor Broker nor Auctioneer make any representation or warranty, express or implied with respect to the property identified herein, and the property is being sold in an "WHERE-IS, AS-IS, WITH ALL FAULTS" condition except as specifically stated in the Purchase and Sale Agreement.

All prospective purchasers are specifically advised to refrain from reliance on the information provided herein as a basis for making a bid on the property. Prospective purchasers are further encouraged to conduct a personal inspection of the property which they contemplate purchasing. Persons desiring to inspect or examine the property should contact a United Country Heard Auction & Real Estate representative at 580-323-6120 for any information. Please do not call the Seller directly, as we hold an exclusive right to sell listing on all the property.

The recipient of this Property Information Packet and their agents acknowledge and agree that the examination of the information included in this Property Information Packet is being conducted solely for the purpose of evaluating in good faith their interest in submitting a bona fide bid for the purchase of the property. The recipient further agrees that all information about the property which is not public record and obtained through Broker or the Auctioneer, the managing agent, or the Seller for purposes of evaluating its interest in the purchase of the property will be held confidential and will not be disclosed to any other party except those assisting or working with or for the recipient in connection with evaluating the property.

Conditions of Sale and Rules of Auction

The online auction will begin to close on Tuesday, October 7, 2025, at 6:00 pm.

A **10% buyer's premium** will be added to the bid price. The contract price will be equal to the bid price plus the Buyer's Premium.

This property will be sold subject to the owner's confirmation.

Pre-Auction offers will be considered. (See terms #24)

1. To be approved as an online bidder, a signed copy of these "terms and conditions" along with a signed bidder's certification shall be received 48 hours prior to the close of the auction and approved by the auction office. Bidders may be required to provide a photocopy of a valid state-issued identification at the auction company's sole discretion. Bidders may be subject to a deposit in order to participate. The deposit is fully refundable to non-winning bidders.
2. Auctioneer reserves the right to waive any and all requirement and/or require additional documentation prior to allowing a bidder to participate in the auction.
3. The bidder is exclusively and solely responsible for any and all bids placed through their registered bidder ID. Bidders must not share or disclose their passwords to anyone.
4. Bidding increments shall be determined at the sole discretion of the auctioneer and will be posted on the bidding website. This auction utilizes a soft close option, which means if a bid is placed within the last few moments prior to the auction item ending, the time is automatically extended for an additional 2 minutes. This process continues until all bidding ceases.
5. **All tracts will be sold subject to owner's confirmation.** The Bidder expressly agrees that the bidder has inspected the property, or has had the opportunity to inspect the property, and is aware of the flaws, if any, and is fully prepared to pay for this purchase in full at time of closing.
 - a) The sale shall not be contingent upon the sale of any other property, nor shall it be contingent upon financing in any manner.
 - b) Bidder assumes all liability for the inspection process, including releasing the seller and the auctioneer from any claim of injury or harm during the inspection.
 - c) A failure by the bidder to inspect the property shall not be grounds to terminate or void any contract.
6. It is the Purchaser's sole responsibility to:
 - a) perform all inspections (legal, environmental, economic, or otherwise) of the property and to be satisfied as to its condition prior to bidding
 - b) review all property information and due diligence materials
 - c) independently verify any information they deem important including information available in public records
 - d) inquire of public officials as to the applicability of and compliance with land use and environmental laws, zoning, building and health & safety codes and ordinances and any other local, state, or federal laws and regulations.

7. All information contained in the website and all promotional materials, including but not limited to, photographs, directions, acreage, square footage, dimensions, zoning, maps used for promotion, environmental conditions, taxes, etc., was provided by or on behalf of the Seller and is believed to be correct; however, neither the Seller nor the Auctioneer makes any promise, representation, guarantee, or warranty as to the accuracy or completeness of such information.
8. **These properties sell "As-Is" with no warranties express or implied, unless specifically stated.**
9. Property included in the sale is the real estate only or as listed in the property description. Unless specifically listed, no personal property will transfer with the sale of the real property.
10. Buyer's Premium: There will be a 10% Buyer's Premium in this auction.
11. The down payment will be payable to Oklahoma Prime Title & Escrow. Payment shall be made by direct wire transfer.
12. Real Estate Taxes: The taxes will be prorated to the day of closing.
13. Closing:
 - a) Closing shall take place at the office of Oklahoma Prime Title & Escrow, 2740 Featherstone Road, Suite A, Oklahoma City, OK 73120.
 - b) Closing fees will be split between the buyer and the seller.
 - c) Closing will be held on or before 3:00 PM, December 7, 2025.
14. Possession of property will be given at closing. **Survey costs will be split between buyer and seller if necessary.**
15. The Successful Bidder shall execute a "Real Estate Auction Contract of Sale" for the property immediately after being declared the Successful Bidder by the Auctioneer.
16. Each potential Bidder is responsible for conducting at their own risk, their own independent inspections, investigation, and due diligence concerning the property.
17. United Country Heard Auction & Real Estate, and their representatives are exclusive agents of the Seller. There is no buyer's agency. There is no duty from the Auctioneer to the buyer.
18. All announcements made up to the final close of the Auction bidding take precedence over all advertising, oral or printed material.
19. All marketing information and PIP materials were gathered from reliable sources and are believed to be correct as of the date they were published; however, the seller or auctioneers have not independently verified this information. Auction plates and drawings are not to be relied on and are for representation purposes only. Its accuracy is not warranted in any way. There is no obligation on the part of the Seller or Auctioneer to update this information.
20. Online Auction Technology (Disclaimer): Under no circumstances shall Buyer have any kind of claim against United Country – Heard Auction & Real Estate, LLC, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technological faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to (pause) the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
21. Disclaimer: Bidders are advised to independently verify all information they deem important. **This property is being sold "As-is, Where-is" and with "All Faults" whether known or unknown, presently existing or that may hereafter arise.** The Seller and Auctioneer have not

made, do not make and will not make, and hereby disclaim, any representation or warranty, whether expressed or implied or statutory, whether oral or written, with respect to the Property, including, without limitation, any warranty as to its value, condition, acreage, square footage, state of repair, structural integrity, habitability, suitability, merchantability, marketability, operability, visibility, zoning or subdivision regulations, mineral rights, environmental condition or fitness for a particular use or purpose. No Guarantees are given as to the availability of utilities or accesses, the permitted or allowable used of the Property. Buyer agrees to take full responsibility for investigating the property and not rely on any information provided or to be provided by seller, broker, or auctioneer. Buyer further acknowledges and agrees that any information provided by or on behalf of seller with respect to the property including, without limitation, all information contained in any property information package previously made available to buyer by seller and broker was obtained from a variety of sources and that seller and broker and auctioneer have not made any independent investigations or verification of such information and make nor representation as to the accuracy or completeness of such information.

22. Neither the Seller, its attorneys, any broker, nor the Auctioneer, shall be liable for any relief including damages, rescission, reformation, allowance, or adjustments based on the failure of the Property including, but not limited to, amount of acreage, square footage, zoning, and environmental condition to conform to any specific standard or expectation, or any third-party documents of information.

23. Auctioneer's Agency Disclosure: The Auctioneer is acting as the agent for Seller and has completed a separate agreement with the Seller.

24. **Pre-Auction Offers:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all of the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required down payment Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance.

For questions call Corky Heard, at (580) 323-6120.

Property Information

Tract #1: +/- 690 Acres, McClain County, OK

- Excellent Washita River Bottom Land
- HWY 59B frontage (east side)
- Currently in grass for grazing; historically in multiple crop types
- Drainage ditch along south & west borders
- 160' x 60' hay barn
- 100' x 60' livestock barn with corrals
- 2 stock ponds
- Gravel road system throughout

Legal Description:

SURFACE INTEREST ONLY IN AND TO:

A tract of land in the SE/4 & the SW/4 of Section 26, Township 5 North, Range 4 WIM, McClain County, Oklahoma containing approximately 65 acres, and a tract of land in the E/2 of Section 35, Township 5 North, Range 4 WIM, McClain County, Oklahoma containing approximately 300 acres, and a tract of land in the S/2 of Section 36, Township 5 North, Range 4 WIM, McClain County, Oklahoma containing approximately 325 acres.

Minerals:

Selling the surface rights only.

Ad Valorem Taxes:

Seller has paid, or agrees to pay, all ad valorem taxes on the Property for 2024 and prior years. Ad valorem taxes for 2025 shall be prorated to the Closing date based upon the 2024 assessment. Property taxes were \$2,361.00 according to County Assessor records.

Possession:

Possession of Tract #1 will be given at closing.

Auctioneer's Note:

The property will be sold subject to owner confirmation.
Survey costs to be split between buyer and seller, if necessary.

United Country Heard Auction & Real Estate

info@heardauction.com 580-323-6120 or 580-331-9156



Boundary 690.27 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
25	Lela clay, 0 to 1 percent slopes, occasionally flooded	609.95	88.36	0	44	4w
19	Keokuk loam, 0 to 1 percent slopes, rarely flooded	30.42	4.41	0	65	1
26	Miller silty clay, 0 to 1 percent slopes, occasionally flooded	29.13	4.22	0	47	4w
38	Pulaski fine sandy loam, 0 to 1 percent slopes, occasionally flooded	18.26	2.65	0	50	3e
14	Grant silt loam, 3 to 5 percent slopes, eroded	2.51	0.36	0	57	2e
TOTALS		690.27(*)	100%	-	45.26	3.83

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability

	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	•
Limited	•	•	•	•	•	•	•	•
Moderate	•	•	•	•	•	•	•	•
Intense	•	•	•	•	•	•	•	•
Limited	•	•	•	•	•	•	•	•
Moderate	•	•	•	•	•	•	•	•
Intense	•	•	•	•	•	•	•	•
Very Intense	•	•	•	•	•	•	•	•

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

(s) soil limitations within the rooting zone (w) excess of water

Tract #2: +/- 245 Acres, McClain County, OK

- Excellent Washita River Bottom Land
- Well maintained drainage ditch on west side of property
- Paved frontage (County Line Road) on south, gravel frontage (Pennsylvania Avenue) on east
- Gravel road system throughout
- Currently the Tract is cropland focused on alfalfa production with rotation crops between the alfalfa crops. The rotation crop is usually wheat, milo, soybeans, etc. Historically, the entire tract, except the drainage ditches, was cropland used to grow alfalfa, cotton, broomcorn, wheat, soybeans, etc.

Legal Description:

SURFACE INTEREST ONLY IN AND TO:

A tract of land in the NW/4 of Section 31, Township 5 North, Range 3 WIM, McClain County, Oklahoma containing approximately 245 acres.

Minerals:

Selling the surface rights only.

Ad Valorem Taxes:

Seller has paid, or agrees to pay, all ad valorem taxes on the Property for 2024 and prior years. Ad valorem taxes for 2025 shall be prorated to the Closing date based upon the 2024 assessment. Property taxes were \$978.00 according to County Assessor records.

Possession:

Possession of Tract #2 will be given at closing.

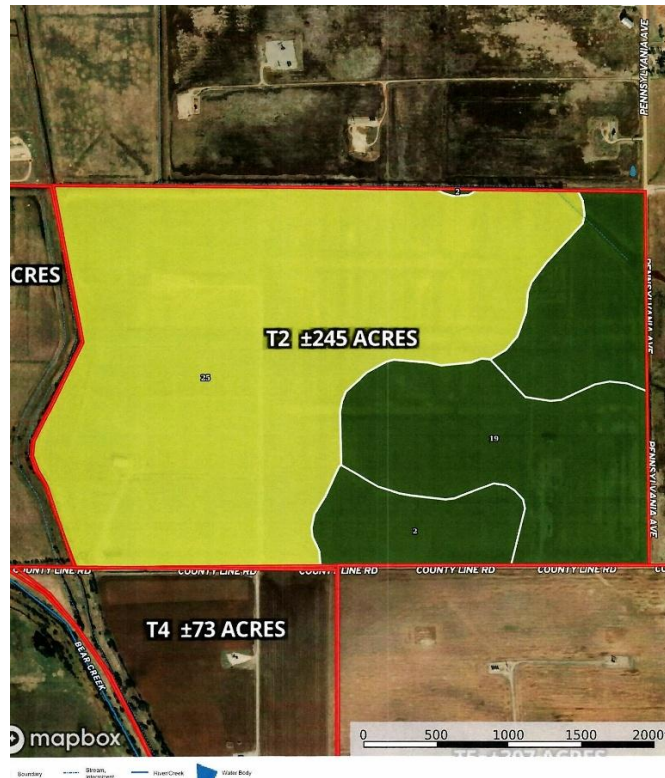
Auctioneer's Note:

The property will be sold subject to owner confirmation.

Survey costs to be split between buyer and seller, if necessary.

United Country Heard Auction & Real Estate

info@heardauction.com 580-323-6120 or 580-331-9156



Boundary 243.65 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
25	Lela clay, 0 to 1 percent slopes, occasionally flooded	154.35	63.35	0	44	4w
19	Keokuk loam, 0 to 1 percent slopes, rarely flooded	48.54	19.92	0	65	1
2	Asher silty clay loam, 0 to 1 percent slopes, rarely flooded	40.76	16.73	0	67	1
TOTALS		243.65(*)	100%	-	52.03	2.9

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability

	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

(s) soil limitations within the rooting zone (w) excess of water

Tract #3: +/- 85 Acres, Garvin County, OK

- Excellent Washita River Bottom Land
- Highway 59B frontage (west side)
- Suited for grass, alfalfa, or corn
- Drainage ditch along east border
- Gravel road system throughout

Legal Description:

SURFACE INTEREST ONLY IN AND TO:

A tract of land in the NW/4 of Section 6, Township 4 North, Range 3 WIM, Garvin County, Oklahoma containing approximately 85 acres.

Minerals:

Selling the surface rights only.

Ad Valorem Taxes:

Seller has paid, or agrees to pay, all ad valorem taxes on the Property for 2024 and prior years. Ad valorem taxes for 2025 shall be prorated to the Closing date based upon the 2024 assessment. Property taxes were \$290.00 according to County Assessor records.

Possession:

Possession of Tract #3 will be given at closing.

Auctioneer's Note:

The property will be sold subject to owner confirmation.

Survey costs to be split between buyer and seller, if necessary.

United Country Heard Auction & Real Estate

info@heardauction.com 580-323-6120 or 580-331-9156



Boundary 84.44 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
44	Lela clay, 0 to 1 percent slopes, rarely flooded	45.95	54.42	0	44	3s
45	McLain silty clay loam, 0 to 1 percent slopes, rarely flooded	35.25	41.75	0	56	1
58	Port and Pulaski soils, 0 to 1 percent slopes, frequently flooded	1.68	1.99	0	46	5w
15	Dale silt loam, 0 to 1 percent slopes, rarely flooded	1.38	1.63	0	71	1
25	Lela clay, 0 to 1 percent slopes, occasionally flooded	0.18	0.21	0	44	4w
TOTALS		84.44(*)	100%	-	49.5	2.17

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability

	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	•
Limited	•	•	•	•	•	•	•	•
Moderate	•	•	•	•	•	•	•	•
Intense	•	•	•	•	•	•	•	•
Limited	•	•	•	•	•	•	•	•
Moderate	•	•	•	•	•	•	•	•
Intense	•	•	•	•	•	•	•	•
Very Intense	•	•	•	•	•	•	•	•

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

(s) soil limitations within the rooting zone (w) excess of water

Tract #4: +/- 73 Acres, Garvin County, OK

- Excellent Washita River Bottom Land
- Ideal for grass, alfalfa, or wheat
- Drainage ditch on west side
- Paved frontage on north (County Line Road)
- Gravel road system throughout

Legal Description:

SURFACE INTEREST ONLY IN AND TO:

A tract of land in the NW/4 of Section 6, Township 4 North, Range 3 WIM, Garvin County, Oklahoma containing approximately 73 acres.

Minerals:

Selling the surface rights only.

Ad Valorem Taxes:

Seller has paid, or agrees to pay, all ad valorem taxes on the Property for 2024 and prior years. Ad valorem taxes for 2025 shall be prorated to the Closing date based upon the 2024 assessment. Property taxes were \$295.00 according to County Assessor records.

Possession:

Possession of Tract #4 will be given at closing.

Auctioneer's Note:

The property will be sold subject to owner confirmation.

Survey costs to be split between buyer and seller, if necessary.

United Country Heard Auction & Real Estate

info@heardauction.com 580-323-6120 or 580-331-9156



Boundary 71.83 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
44	Lela clay, 0 to 1 percent slopes, rarely flooded	26.79	37.3	0	44	3s
48	McLain silty clay loam, 0 to 1 percent slopes, rarely flooded	23.83	33.18	0	56	1
3	Asher silty clay loam, 0 to 1 percent slopes, rarely flooded	19.33	26.91	0	68	1
58	Port and Pulaski soils, 0 to 1 percent slopes, frequently flooded	1.74	2.42	0	46	5w
25	Lela clay, 0 to 1 percent slopes, occasionally flooded	0.14	0.19	0	44	4w
TOTALS		71.83(*)	100%	-	54.5	1.85

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability

	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	•
Limited	•	•	•	•	•	•	•	•
Moderate	•	•	•	•	•	•	•	•
Intense	•	•	•	•	•	•	•	•
Limited	•	•	•	•	•	•	•	•
Moderate	•	•	•	•	•	•	•	•
Intense	•	•	•	•	•	•	•	•
Very Intense	•	•	•	•	•	•	•	•

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

(s) soil limitations within the rooting zone (w) excess of water

Tract #5: +/- 307 Acres, Garvin County, OK

- Prime Sandy Loam Washita River Bottom Land
- 60' x 50' hay barn
- Paved frontage north (County Line) & south (E1500 Road)
- Gravel road system throughout
- Alfalfa production focus with rotation crops between the alfalfa crops. The rotation crop is usually corn, wheat, etc.
- Currently the entire Tract is planted in a new alfalfa crop planted within the last year.

Legal Description:

SURFACE INTEREST ONLY IN AND TO:

A tract of land in the E/2 of Section 6, Township 4 North, Range 3 WIM, Garvin County, Oklahoma containing approximately 307 acres.

Minerals:

Selling the surface rights only.

Ad Valorem Taxes:

Seller has paid, or agrees to pay, all ad valorem taxes on the Property for 2024 and prior years. Ad valorem taxes for 2025 shall be prorated to the Closing date based upon the 2024 assessment. Property taxes were \$1,361.00 according to County Assessor records.

Possession:

Possession of Tract #5 will be given at closing.

Auctioneer's Note:

The property will be sold subject to owner confirmation.

Survey costs to be split between buyer and seller, if necessary.

United Country Heard Auction & Real Estate

info@ heardauction.com 580-323-6120 or 580-331-9156



Boundary 305.08 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
3	Asher silty clay loam, 0 to 1 percent slopes, rarely flooded	102.62	33.64	0	68	1
48	McLain silty clay loam, 0 to 1 percent slopes, rarely flooded	56.46	18.51	0	56	1
44	Lela clay, 0 to 1 percent slopes, rarely flooded	52.21	17.11	0	44	3s
16	Dale silt loam, 0 to 1 percent slopes, rarely flooded	45.37	14.87	0	71	1
32	Keokuk silt loam, 0 to 1 percent slopes, rarely flooded	44.15	14.47	0	69	1
57	Port silt loam, 0 to 1 percent slopes, occasionally flooded	3.52	1.15	0	70	2w
19	Keokuk loam, 0 to 1 percent slopes, rarely flooded	0.33	0.11	0	65	1
2	Asher silty clay loam, 0 to 1 percent slopes, rarely flooded	0.26	0.09	0	67	1
1	Amber very fine sandy loam, 1 to 3 percent slopes, rarely flooded	0.16	0.05	0	64	2e
TOTALS		305.08(*)	100%	-	62.28	1.35

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability

	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•	•	
Intense	•	•	•	•	•	•	•	
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

(s) soil limitations within the rooting zone (w) excess of water

Tract #6: +/- 103 Acres, Garvin County, OK

- Prime Sandy Loam Washita River Bottom Land
- Small hay barn
- Paved frontage west (Highway 59B) & south (E1500 Road)
- Alfalfa production focus with rotation crops between the alfalfa crops. The rotation crop is usually corn, wheat, etc.
- Currently planted in corn.

Legal Description:

SURFACE INTEREST ONLY IN AND TO:

A tract of land in the SW/4 of Section 6, Township 4 North, Range 3 WIM, Garvin County, Oklahoma containing approximately 103 acres.

Minerals:

Selling the surface rights only.

Ad Valorem Taxes:

Seller has paid, or agrees to pay, all ad valorem taxes on the Property for 2024 and prior years. Ad valorem taxes for 2025 shall be prorated to the Closing date based upon the 2024 assessment. Property taxes were \$571.00 according to County Assessor records.

Possession:

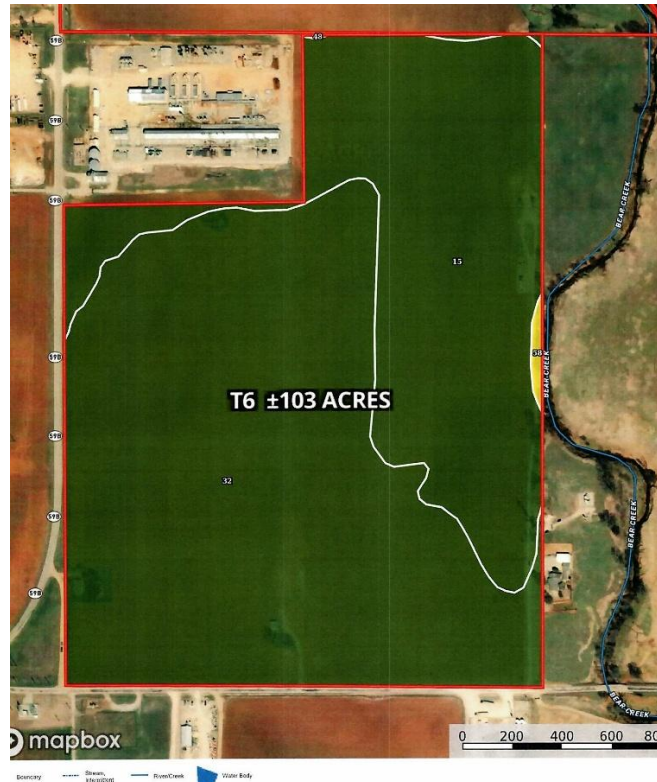
Possession of Tract #6 will be given at closing.

Auctioneer's Note:

The property will be sold subject to owner confirmation.
Survey costs to be split between buyer and seller, if necessary.

United Country Heard Auction & Real Estate

info@heardauction.com 580-323-6120 or 580-331-9156



Boundary 101.06 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
32	Keokuk silt loam, 0 to 1 percent slopes, rarely flooded	63.55	62.88	0	69	1
15	Dale silt loam, 0 to 1 percent slopes, rarely flooded	36.95	36.56	0	71	1
58	Port and Pulaski soils, 0 to 1 percent slopes, frequently flooded	0.38	0.38	0	46	5w
48	McLain silty clay loam, 0 to 1 percent slopes, rarely flooded	0.18	0.18	0	56	1
TOTALS		101.06(*)	100%	-	69.61	1.02

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability

	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	•
Limited	•	•	•	•	•	•	•	•
Moderate	•	•	•	•	•	•	•	•
Intense	•	•	•	•	•	•	•	•
Limited	•	•	•	•	•	•	•	•
Moderate	•	•	•	•	•	•	•	•
Intense	•	•	•	•	•	•	•	•
Very Intense	•	•	•	•	•	•	•	•

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

(s) soil limitations within the rooting zone (w) excess of water

Tract #7: +/- 61 Acres, Garvin County, OK

- Prime Sandy Loam Washita River Bottom Land
- Highway 59B frontage
- Alfalfa production focus with rotation crops between the alfalfa crops. The rotation crop is usually corn, wheat, etc.
- Recently planted in wheat.

Legal Description:

SURFACE INTEREST ONLY IN AND TO:

A tract of land in the W/2 NE/4 of Section 12, Township 4 North, Range 4 WIM, Garvin County, Oklahoma containing approximately 61 acres.

Minerals:

Selling the surface rights only.

Ad Valorem Taxes:

Seller has paid, or agrees to pay, all ad valorem taxes on the Property for 2024 and prior years. Ad valorem taxes for 2025 shall be prorated to the Closing date based upon the 2024 assessment. Property taxes were \$315.00 according to County Assessor records.

Possession:

Possession of Tract #7 will be given at closing.

Auctioneer's Note:

The property will be sold subject to owner confirmation.

Survey costs to be split between buyer and seller, if necessary.

United Country Heard Auction & Real Estate

info@heardauction.com 580-323-6120 or 580-331-9156



Boundary 59.88 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
15	Dale silt loam, 0 to 1 percent slopes, rarely flooded	34.04	56.85	0	71	1
32	Keokuk silt loam, 0 to 1 percent slopes, rarely flooded	22.43	37.46	0	69	1
48	McLain silty clay loam, 0 to 1 percent slopes, rarely flooded	3.41	5.69	0	56	1
TOTALS		59.88(*)	100%	-	69.4	1.0

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability

	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

(s) soil limitations within the rooting zone (w) excess of water

Tract #8: +/- 67 Acres, McClain County, OK

- Excellent Washita River Bottom Land
- HWY 59B frontage (west side)
- Well maintained drainage ditch on east side of property

Legal Description:

SURFACE INTEREST ONLY IN AND TO:

A tract of land in the NW/4 of Section 31, Township 5 North, Range 3 WIM, McClain County, Oklahoma containing approximately 67 acres.

Minerals:

Selling the surface rights only.

Ad Valorem Taxes:

Seller has paid, or agrees to pay, all ad valorem taxes on the Property for 2024 and prior years. Ad valorem taxes for 2025 shall be prorated to the Closing date based upon the 2024 assessment. Property taxes were \$267.00 according to County Assessor records.

Possession:

Possession of Tract #8 will be given at closing.

Auctioneer's Note:

The property will be sold subject to owner confirmation.

Survey costs to be split between buyer and seller, if necessary.

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Boundary 66.83 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
25	Lela clay, 0 to 1 percent slopes, occasionally flooded	66.83	100	0	44	4w
TOTALS		66.83(*)	100%	-	44.0	4

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

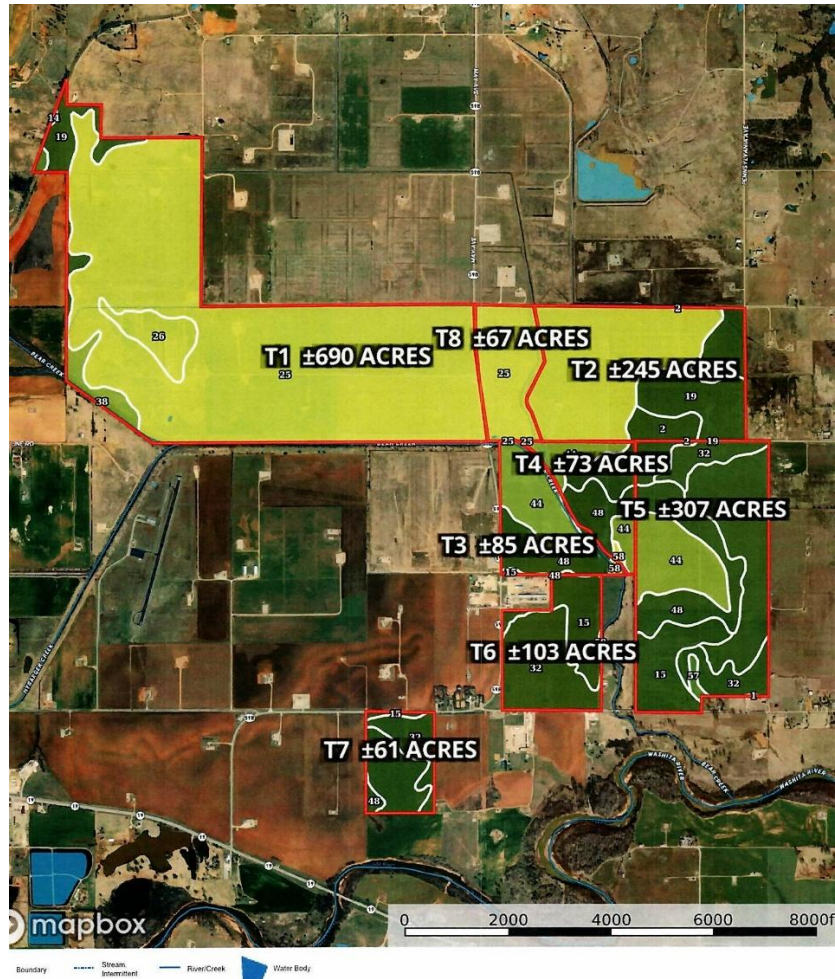
Land, Capability

	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

(s) soil limitations within the rooting zone (w) excess of water

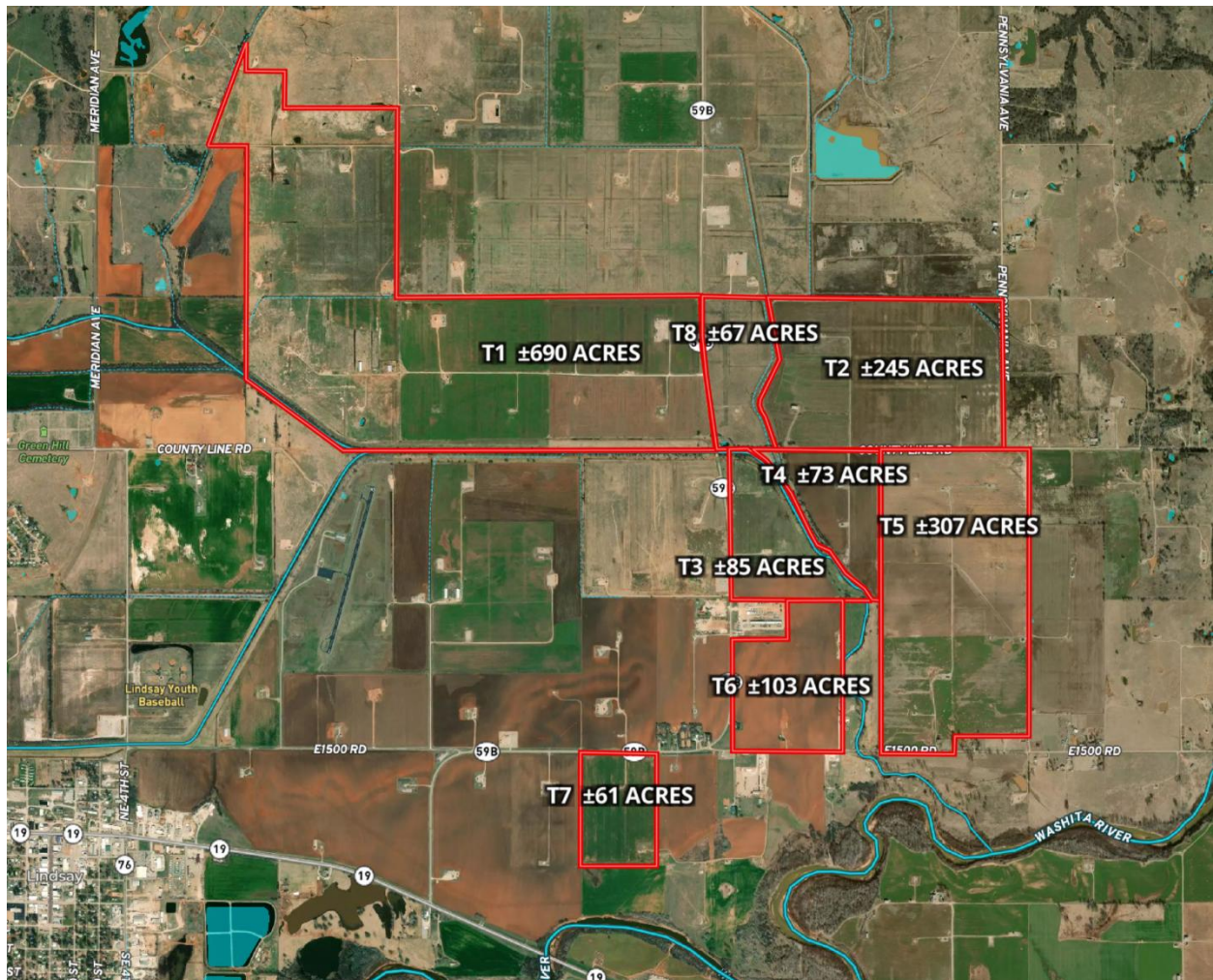


All Polygons 1623.04 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
25	Lela clay, 0 to 1 percent slopes, occasionally flooded	831.45	51.23	0	44	4w
32	Keokuk silt loam, 0 to 1 percent slopes, rarely flooded	130.13	8.02	0	69	1
44	Lela clay, 0 to 1 percent slopes, rarely flooded	124.95	7.7	0	44	3s
3	Asher silty clay loam, 0 to 1 percent slopes, rarely flooded	121.95	7.51	0	68	1
48	McLain silty clay loam, 0 to 1 percent slopes, rarely flooded	119.13	7.34	0	56	1
15	Dale silt loam, 0 to 1 percent slopes, rarely flooded	117.74	7.25	0	71	1
19	Keokuk loam, 0 to 1 percent slopes, rarely flooded	79.29	4.89	0	65	1
2	Asher silty clay loam, 0 to 1 percent slopes, rarely flooded	41.02	2.53	0	67	1
26	Miller silty clay, 0 to 1 percent slopes, occasionally flooded	29.13	1.79	0	47	4w
38	Pulaski fine sandy loam, 0 to 1 percent slopes, occasionally flooded	18.26	1.13	0	50	3e
58	Port and Pulaski soils, 0 to 1 percent slopes, frequently flooded	3.8	0.23	0	46	5w
57	Port silt loam, 0 to 1 percent slopes, occasionally flooded	3.52	0.22	0	70	2w
14	Grant silt loam, 3 to 5 percent slopes, eroded	2.51	0.15	0	57	2e
1	Amber very fine sandy loam, 1 to 3 percent slopes, rarely flooded	0.16	0.01	0	64	2e
TOTALS		1623.04(*)	100%	-	52.46	2.78

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

Sample Contract of Sale And Additional Documents



Auction is the sound that sells, so let your voice be Heard!

STATE OF OKLAHOMA
here to enter text.

SAMPLE

BIDDER #Click or tap

AUCTION REAL ESTATE SALES CONTRACT

This is to acknowledge that **Buyer Name**, Purchaser whose address **Buyer Address**, whether one or more, has agreed to the purchase of the following described real estate situated in McClain County, State of Oklahoma owned by **Seller Name**, Seller(s), Whose address is: **Seller Address** whether one or more, to--wit:

Legal Description:

SURFACE INTEREST ONLY IN AND TO:

A tract of land in the SE/4 & the SW/4 of Section 26, Township 5 North, Range 4 WIM, McClain County, Oklahoma containing approximately 65 acres, and a tract of land in the E/2 of Section 35, Township 5 North, Range 4 WIM, McClain County, Oklahoma containing approximately 300 acres, and a tract of land in the S/2 of Section 36, Township 5 North, Range 4 WIM, McClain County, Oklahoma containing approximately 325 acres.

AKA: Tract #1

together with all improvements thereon, if any, in their present condition, under the terms and conditions herein provided.

Upon approval hereof by both Purchaser and Seller, which shall not be later than this date, a valid and binding contract of sale between the Seller and Purchaser shall exist, the terms of which are as follows:

High Bid Price.....\$ Click or tap here to enter text.

10% Buyer's Premium.....\$ Click or tap here to enter text.

Total Purchase Price..... \$ Click or tap here to enter text.

Non-Refundable Down Payment.....\$Click or tap here to enter text.

In U.S. Funds, based on 10% of the Total Purchase Price, to be held in a non-interest-bearing trust account.

Balance of Purchase Price.....\$ Click or tap here to enter text.

In U.S. Funds, due at Closing, not including Buyer's Closing Costs or financing costs, prepaids or prorations, in immediately available cash or by confirmed wire transfer.

Upon execution of this contract, Buyer will deliver down payment on the Total Purchase Price (as described above) to Oklahoma Prime Title & Escrow within 2 business days.

Upon execution of this contract, the Seller will deliver the abstract of title to Guaranty Abstract Company, to complete the necessary abstract work for the benefit of Purchaser herein named. At Closing, Seller shall deliver to Buyer a Warranty Deed (the "Deed"), which will convey fee simple title to the Property to Buyer; and Buyer shall pay, or cause to be paid, Seller the Total Purchase Price. Seller and

Buyer shall also execute and deliver any notices, statements, certificates, affidavits, releases, or other documents required by this Contract, the Title Commitment (as hereinafter defined) or applicable law. Possession of the Property shall be delivered at Closing, subject to those matters contained in the Deed, Title Commitment, and this Contract. Date of closing to be on or before the **7th Day of December 2025**. Purchaser and Seller each agree to pay closing expenses and other costs which are normally chargeable to each, either by law or long-standing custom in conveying real estate in Oklahoma.

THE FOLLOWING CONDITIONS ARE TO APPLY TO THIS SALE:

1. Seller or it's agent within **15** days after approval of this contract and or completion of survey if required, shall furnish Purchaser an abstract of title certified to date, showing good and merchantable title in the Seller, subject to easements, building restrictions, oil and gas leases of record, if any. Purchaser shall then have **10** days thereafter in which to have the abstract examined and notify Seller of any objections thereto. In case of valid objections to the title, Seller shall have **120** days to correct said title objections. However, should the Purchaser furnish any objections to the title which the Seller may be unable or unwilling to remove or comply with, Seller may furnish to Purchaser at Seller's expense, a paid-up owner's policy of title insurance or title guaranty issued by a company licensed to do business in the State of Oklahoma, a binder for which shall be considered by both Purchaser and Seller as a complete satisfaction of title. In the event the title cannot be perfected and same is not insurable, or Seller does not approve this contract, the above part payment on the purchase price shall be returned to the Purchaser and this contract shall be of no further force and effect.
2. If no objections are made within the time above specified, or if made, when same have been made or binder for title insurance or guaranty obtained, as above provided, Seller shall deliver a properly executed deed conveying the above property to Purchaser to the undersigned agency for delivery to Purchaser upon payment of the balance of the purchase price in the manner herein provided.
3. **Property Inspection.** It is the Buyer's sole responsibility to perform all inspections (physical, legal, economic, environmental, archeological or otherwise) on the Property and to be satisfied as to its condition PRIOR to making an offer on the Property; review all property information and due diligence materials; independently verify any information Buyer deems important including information available in public records; and inquire of public officials as to the applicability of and compliance with land use and environmental laws, building ordinances, zoning, health & safety codes, and any other local, state or federal laws and regulations. By executing this agreement, Buyer acknowledges that Buyer has inspected the Property and is purchasing the property AS-IS, without warranty. Buyer acknowledges that Seller, Seller's agents, Broker(s) and their sales associates are making no representation or warranty concerning the past or present condition of the Property or any improvements, components, fixtures, equipment or appliances in or on the Property. Buyer is purchasing the Property in its present condition subject to any latent and patent, known or unknown defects. Buyer acknowledges that the absence of any such representation or warranty, the condition of the Property and the risks assumed by Buyer relating to latent and patent, known or unknown defects have been taken into account by Buyer in determining the purchase price Buyer is willing to pay for the Property.

4. The seller is to pay in full all special assessments against the above property upon the date of delivery of deed, whether any or all installments of such assessments are matured or unmatured. The Seller shall also pay in full all State and Municipal taxes which are a lien on the property upon the date of delivery of deed; however, general ad valorem taxes for the current calendar year shall be adjusted pro-rata as of the date of delivery of deed. If the amount of taxes for the current year has not then been fixed, the proration shall be based upon the rate of levy for the previous calendar year. Rents and interest are to be adjusted to the date of delivery of deed.

5. Special Conditions:

- A. This is a cash sale with Ten Percent (10%) down payment, with the balance due at Closing on or before **December 7, 2025**. Possession of property will be given at closing. This sale is not contingent upon financing or due diligence. BUYER ACKNOWLEDGES AND AGREES THAT BUYER'S OBLIGATIONS UNDER THIS CONTRACT ARE NOT CONTINGENT UPON BUYER OBTAINING A LOAN FROM ANY LENDER. ACCORDINGLY, BUYER SHALL BE OBLIGATED TO PERFORM ITS OBLIGATIONS UNDER THIS CONTRACT WHETHER OR NOT BUYER CAN OBTAIN A LOAN TO FINANCE THE PURCHASE OF THE PROPERTY.
- B. Ad Valorem Taxes: Seller has paid, or agrees to pay, all ad valorem taxes on the Property for 2024 and prior years. Ad valorem taxes for 2025 shall be prorated to the Closing date based upon the 2024 assessment. Property taxes were \$2,361.00 according to County Assessor records.
- C. **Survey cost will be split between Buyer and Seller.**
- D. Exterior fences and roadways may or may not be located on a surveyed boundary. Maps and depictions included in the marketing material for the auction are for illustration purposes only and neither Seller, nor Auctioneer warrants or guarantees any of these materials or other information to be accurate or complete.
- E. Buyer shall be responsible for its own due diligence regarding the availability and/or accessibility of any utilities or the suitability for building on the Property. In addition, the Buyer shall be responsible for obtaining any and all permits for installation of utilities, wells, septic systems, and/or any costs related to such installation. Permits, tanks, meters, lines, and any other applicable fees shall be at the Buyer's expense. If the Property is located in an area of a utility service provider and the Property does not receive water, sewer, gas or other service from the utility service provider on the date the Property is transferred, the Buyer is advised to obtain costs estimates necessary to utilize said services prior to making an offer to purchase the Property.
- F. In conformance with Section 1031 of the Internal Revenue Code, it may be the intention of the Seller or Buyer or both to affect a tax-deferred exchange. Either

the Seller or Buyer or both may assign his/her rights in the contract to a Qualified Intermediary for the purpose of effecting a tax-deferred exchange. The Parties agree to cooperate and execute the necessary documents to allow either or both Parties to affect such exchange at no additional cost or liability to the other Party. However, any warranties that may be expressed in this contract shall remain and be enforceable between the Parties executing this document.

- G. All parties agree that all disclosures were provided prior to signing this agreement. Included, but not limited to the following: broker relationship disclosures and franchise disclosure.

6. If, after the Seller has performed his part of this contract furnishing abstract showing title, or title insurance, as herein provided, the Purchaser fails to make any further payment or perform any other condition required of him by this contract, then all the money theretofore paid on the purchase price, as aforesaid, shall at the option of the Seller be retained as such or as liquidated damages for the breach of this contract by Purchaser; and the parties hereto agree that said amount is a reasonable amount for such damages, and that from the nature of the subject matter it would be impractical and extremely difficult to fix that actual damage.

7. The Buyer certifies that if Buyer is a natural person, he or she is of legal age and has full legal capacity and authority to understand, execute and deliver this Contract on behalf of himself or herself. If Buyer is a domestic or foreign entity (as defined by the Oklahoma State Statutes), Buyer represents to Seller that the party executing this Contract on behalf of such entity has the authority to execute this Contract on behalf of such entity, and that such entity shall be bound by the terms and conditions contained herein.

8. Any dispute or claim in law or equity between Seller and Buyer directly or indirectly arising out of or relating to this Contract or any resulting transaction (including any dispute regarding whether this arbitration clause is enforceable or applicable) shall be decided by neutral, binding arbitration and not by court action, except as provided by Oklahoma law for judicial enforcement or review of arbitration decisions. The arbitration shall be heard by one arbitrator and conducted in Clinton, Oklahoma by and in accordance with the Commercial Arbitration Rules of American Arbitration Association or its successor. Arbitration fees, including the fees and expenses of the arbitrator, shall be divided equally among the parties involved, unless awarded to the prevailing party by the arbitrator.

9. Buyer may not assign this Contract or Buyer's rights hereunder without the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion.

10. This agreement shall insure to the benefit of and be binding upon Seller and Purchaser, their heirs, legal representatives, successors, and assigns.

Dated this ____ Day of October 2025

United Country Heard Auction & Real Estate
Earl D. Heard, Broker
Broker License # 081703
By Its Authorized Agent

APPROVAL OF PURCHASER:

I (we) hereby agree to purchase the above property and pay the total sum of \$[Click or tap here to enter text.](#) in accordance with the above terms and conditions.

Dated this ____ Day of October 2025

Buyer Name

Buyer Name

APPROVAL OF OWNER AND SELLER:

I (we) hereby accept the terms of purchase set out above and acknowledge that the same is a binding contract, and upon closing of the sale or upon breach by Purchaser or Seller I (we) agree to pay forthwith the above-named commission previously agreed upon in the Listing Agreement or other agreement of employment between the undersigned and the above named, for the services rendered and to be rendered in this transaction.

Dated this ____ Day of October 2025

Seller Name

Seller Name

THIS IS A LEGAL BINDING CONTRACT. IF NOT UNDERSTOOD, WE ADVISE YOU TO SEEK AN ATTORNEY'S OPINION BEFORE SIGNING.