

FORECLOSURE AUCTIONS



450547 E 337th Rd
Afton, OK 74331

- 3BR 3BA 3,408 lake house built in 2019 on 0.61+/-ac.
- Located just 2 miles from Arrowhead Marina and less than 3 miles from Ketchum.

**Auctions 2pm Tues
Dec 17**

Bid On Site at Each Property Tuesday December 17
Online Bidding Will Also Be Available



1610 E 54 Pl
Tulsa, OK 74105

- 3BR 1BA 1,008+/-sf residential property built in 1955 on 0.18+/-ac.
- Near Heller Park with east access to I-44 Utica and Peoria.

**Auctions 10am Tues
Dec 17**

918.250.2012
williamsauction.com/OK



Terms of Sale

Thank you for participating in this Williams & Williams Auction. It is important that you familiarize yourself with the terms and conditions as all sales are final and irrevocable. The terms of sale are non-negotiable. Good luck and good bidding!

This is an auction to foreclose a mortgage or lien and is subject to the applicable terms of sale, bidding instructions, and other conditions of sale for foreclosure auctions in the jurisdiction where the property is located. The information on williamsauction.com is provided for informational purposes only. No representations or warranties, express or implied, are made as to the accuracy or completeness of the information provided, including, without limitation, condition, attributes, and/or the value of the Property. USE OF ALL INFORMATION IS AT THE BIDDER'S RISK.

CONDUCT YOUR OWN DUE DILIGENCE. Any and all pictures and documents presented should be used for informational purposes only and may not accurately represent the foreclosed Property in its present condition, including, without limitation, the presence or condition of any structure, fixtures, plumbing, heating/air conditioning units, etc. Bidders are highly encouraged to conduct their own independent due diligence and seek independent legal counsel or brokerage or accounting advice prior to making any determination with respect to the information provided or to bid at the Auction. All Properties auctioned are sold "AS-IS, WHEREIS, WITH ALL FAULTS AND LIMITATIONS" and without warranty of any kind or nature.

PROPERTY MAY BE OCCUPIED. DO NOT TRESPASS. ENTRY OF THE PREMISES AND CONTACTING OR OTHERWISE DISTURBING THE OCCUPANT(S) IS PROHIBITED AND MAY SUBJECT THE VIOLATOR TO CRIMINAL AND/OR CIVIL LIABILITY.

THIS AUCTION IS SUBJECT TO SELLER APPROVAL. Seller has (10) business days in which to accept or reject the high bid received at auction and Buyer's high bid is irrevocable during this time. Buyers are not allowed possession until Closing and filing of the deed, at which time the property should be re-keyed. If for any reason the court or Seller approval is not granted, the Down Payment shall be returned in its entirety to the high bidder. "Showing" requests from Buyers after the auction may not be able to be accommodated.

Registration at the auction (online and/or in person) finalizes each bidder's agreement to the terms and conditions of sale as stated in the Contract and its Addenda which are incorporated by reference into your bidding. Do not bid until you have read the terms and conditions. The High Bidder will be required to pay a Williams & Williams Technology Fee of \$199 at closing. By bidding you are representing to Williams & Williams ("Broker" and/or "Auctioneer") and the seller that you have read and agree to be bound by the terms and conditions for this sale as stated herein. **DO NOT BID** unless you have registered, received a Bidder's Card and Auction Day Notes, and have read and agreed to be bound by the terms of sale in the Contract as they are enforceable against you upon becoming a high bidder.

All properties are sold "AS IS, WHERE IS" with no financing, inspection or other contingencies to sale. Williams & Williams represents the Sellers only and does not inspect properties on bidder's behalf. Read the Contract and Auction Day Notes to determine the existence of any disclosures, exclusions, representations and disclaimers. Do not bid if you have not inspected the property(s). By bidding you agree to all disclosures.

Buyers receive a deed and Title Insurance Policy as provided by the Closer indicated in the Contract (any mobile/manufactured housing not legally affixed to the property shall only be conveyed by a Hold Harmless Agreement or Quit Claim Bill of Sale unless otherwise noted in the Disclosures). Current year's taxes are pro-rated through day of closing as is customary.

A Buyer's Premium of 5% (subject to a minimum, see individual property pages for details) will be added to the high bid and included in the total purchase price.

Each Buyer must make a 10% non-refundable deposit per property (\$5,000 MINIMUM – whichever is greater) immediately following auction: Cash, cashier's checks, or other certified funds are accepted. If you are a resident / citizen of a country outside of the US, certified funds (bank check, wire transfer, certified checks) are required for the down payment and closing. The balance of the purchase price, all closing costs, and the Technology Fee are due at closing. Closing costs generally range from \$750-\$3000 and include title exam, title policy, closing fee, filing costs and any other fees noted unless otherwise noted in the Contract. Be aware that if you are the high bidder and fail to provide the 10% deposit within twenty-four (24) hours of the close of the auction you shall be liable to any person who suffers loss or expenses, including attorney's fees, occasioned thereby and the Seller may thereafter in any sale of property reject you bid. Further, if you are the high bidder and fail to close the sale of the Property, you shall be liable to any person who suffers loss or expenses, including attorney's fees, occasioned by the resale of the Property. (46 O.S. § 46(A))

The Parties acknowledge Buyer will tender the deposit made payable to the Escrow Agent, or a wire shall be sent directly to the Escrow Agent, if permitted by the Contract. In those instances where the deposit instrument was transmitted to the Auctioneer, Auctioneer shall transmit the deposit instrument to the Escrow Agent upon Seller's acceptance of Buyer's offer. The deposit shall be held by Escrow Agent and disbursed to the Closer identified in the Contract for Sale prior to the Closing Date and following clearance of funds by the issuing financial institution. Interest, if any, earned on the deposit shall be deemed part of the deposit and shall be applied together with the principal portion of the deposit to the Purchase Price. The Parties agree that upon a fully executed Contract, the deposit is non-refundable, and, at Seller's request, shall immediately be released to Seller in accordance with the Contract for Sale.

If Seller accepts Buyer's high bid, then the Contract for Sale shall continue in full force and effect and the Closing Date shall occur no later than thirty (30) days following the date of Seller's acceptance, except as otherwise may be allowed in accordance with the terms of the Contract for Sale. Buyer(s) and Seller agree that Seller may terminate the Contract for Sale, in Seller's sole and absolute discretion, in the event the Seller does not accept the Buyer's high bid. **BUYER UNDERSTANDS AND AGREES IF SELLER HAS PERFORMED SELLER'S OBLIGATIONS UNDER THE CONTRACT FOR SALE, AND IF AT CLOSING THE BUYER FAILS TO PAY THE BALANCE OF THE PURCHASE PRICE OR TO PERFORM ANY OTHER OBLIGATIONS UNDER THE CONTRACT FOR SALE, THE DEPOSIT WILL BE DISBURSED PURSUANT TO OF THE CONTRACT FOR SALE. BUYER HEREBY DIRECTS ESCROW AGENT AND CLOSER TO DISBURSE THE DEPOSIT FUNDS PURSUANT TO THE TERMS OF THE CONTRACT FOR SALE HEREIN.**

Bidding starts at the nominal Opening Bid(s) indicated and is open to the public. The Auctioneer reserves the right to group, add to, delete, withdraw, consolidate or break down lots and/or quantities offered, to sell out of scheduled sequence, to reject any bid which is only a fraction advance over the preceding bid, to regulate bidding, to accept or reject any or all bids, and to cancel or re-schedule an auction as allowed by statute. The Auctioneer will call the sale and control any increments of bidding. To make a bid, raise your hand or Bid Card to be recognized. The bidding usually takes less than 3 minutes for each property. Absentee bids may be accepted at the discretion of the Auctioneer. The Auctioneer reserves the right to enter bids on behalf of absentee bidders. Any mistakes during bidding as to who has the

high bid and/or at what price may be called to the Auctioneer's attention and corrected. The Auctioneer is the sole arbiter and controller of the conduct of the auction and shall be the final and absolute authority without liability to any party.

Your inspection of the property(ies) and attendance at this auction are at your own risk. Broker and Seller, their agents and employees, expressly disclaim any "invitee" relationship and shall not be liable to any person for damage to their person or property while in, on or about these properties, nor shall they be liable for any defects, dangers or conditions on the property(ies). All persons enter the property(ies) and attend the auction at their own risk and shall defend, indemnify, and save harmless Broker and Seller, their agents and employees, from any and all liability attendant thereto.

All the information contained on this property was obtained from official county maps or other sources deemed reliable but is not guaranteed and may be in error. Seller DOES NOT WARRANT the accuracy thereof. Seller has made no independent investigation of any information provided and assumes no responsibility for the providing of or absence of any information, whatsoever, or for the accuracy thereof.

Williams & Williams and the Seller expressly disclaim any liability for errors, omissions or changes regarding any information provided for these sales. Please read the Contract and Auction Day Notes for a full and complete understanding of Williams & Williams and Seller's disclaimers. Bidders are strongly urged to rely solely upon their own inspections and opinions in preparing to purchase property and are expressly advised to not rely on any representations made by the Seller or their agents and employees. Property information may change without notice and potential purchasers should investigate all data fully before relying upon it.

Disclosures

- **DO NOT BID** unless you have read the Williams & Williams Terms & Conditions of Sale, the Contract for Sale, Property Disclosures, all available due diligence materials, and the Auction Day Notes for each property. **BY PLACING YOUR BID, YOU AGREE TO BE BOUND BY THE PROPERTY SPECIFIC CONTRACT FOR SALE, DISCLOSURES, AUCTION DAY NOTES, AND THE WILLIAMS & WILLIAMS TERMS & CONDITIONS OF SALE.**
- Property will not be accessible for any reason.
- No Buyer Broker compensation will be offered.
- All properties are sold "AS IS, WHERE IS" with no financing, inspection or other contingencies to sale.
- Escrow. Buyer acknowledges receipt of the Joint Escrow Instructions that modifies the Contract for Sale to provide for a designated Escrow Agent to hold down payment funds. Buyer and Seller agree that the Escrow funds may be held in a trust/escrow account located outside of the state where the Property is located.
- Property Tax Disclosure Summary: Buyer Should Not Rely On The Seller's Current Property Taxes As The Amount Of Property Taxes That The Buyer May Be Obligated To Pay In The Year Subsequent To The Purchase. A Change Of Ownership Or Property Improvements Triggers Reassessments Of The Property That Could Result In Higher Property Taxes. If You Have Any Questions Concerning Valuation, Contact Property Appraiser's Office For Information.
- Square Footage/Acreage Disclosure. The source of the square footage or acreage represented for the property is from public record. Buyer understands and acknowledges that square footage or acreage measurements of a property can vary from a few feet to several hundred feet regardless of source (County Assessor's records, appraisal or appraisal measurement report, survey, etc.). Buyer shall be solely responsible for satisfying that the size and/or square footage or acreage of the property is acceptable to the Buyer.
- Personal Property Not Included. Only title to the real estate is being conveyed. Personal property may be present, but is not included in the auction. Removal of personal property remaining on site at the time of closing is the responsibility of the Buyer.
- Zone, Code, and Use Disclosure. Buyer acknowledges that the Property shall be purchased "AS-IS, WHEREIS, WITH ALL FAULTS." The Property may be subject to city, village, and/or county code or zoning violations, and Buyer accepts the property subject to any such violations. Buyer agrees to conduct an independent search of all property records in the city, county, and/or village prior to bidding and has bid accordingly. Buyer shall be responsible for any and all required remediation of the property, if any. Buyer shall not rely on any information provided by the Seller or Williams & Williams regarding the status of any code or zoning violations, and shall base its decisions on its independent inspection. Buyer also acknowledges that the property may be subject to city, village, and/or county occupancy regulations and requirements which may impact the current and/or future use of the properties. Buyer acknowledges that the seller and Williams & Williams make no warranties of any nature, express or implied, as to the permitted uses of the property, and any prohibition of buyer's intended use of the property shall not be a grounds for terminating the contract.
- Pictures may not reflect specific parcel, entire parcel, or current conditions of any structures that are present.



Scan to Sign Up
for FREE
Auction Alert Emails!

Follow Us on Social @williamsauction

