

150 Farm Auction (NW Oklahoma)

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ANNOUNCEMENTS AND STATEMENTS MADE BY HAYDEN OUTDOORS AT AND/OR DURING THE AUCTION WILL TAKE PRECEDENCE OVER ANY PREVIOUSLY PRINTED MATERIAL OR OTHER ORAL STATEMENTS. PROSPECTIVE PURCHASERS ARE ADVISED TO CONSULT WITH AN ATTORNEY OF THEIR CHOICE WITH RESPECT TO THE PURCHASE OF ANY REAL PROPERTY INCLUDING, BUT NOT LIMITED TO, SEEKING LEGAL ADVICE FROM THEIR OWN ATTORNEY REGARDING DISCLOSURES AND DISCLAIMERS SET FORTH BELOW.

Auction Date and Time:

Start: November 18, 2025 @ 8:00 AM Central Time

End: November 20, 2025 @ 3:00 PM Central Time

Auction Location:

Online

Auction Format:

This auction is an online auction with reserve, the property(ies) will be offered for sale to the highest bidder(s) and will be sold **with no contingencies**. Our goal is to realize the highest return to the seller and to satisfy all interested parties by allowing bidders, who are interested, to have the same opportunity. Bidding is allowed to all registered bidders. Bidders will be required to pre-register online or in person and provide the required information to receive bidder authorization. All bidding is open to the public. Bidding during the auction will require you to raise your bid electronically via the internet for online bidding.

Auction Procedures:

Conduct of the online auction and increments of bidding are at the direction and discretion of Hayden Outdoors. Announcements made by Hayden Outdoors representatives, or auctioneer, supersede all previously printed material. The auction is open to registered bidders. In the event of a dispute between bidders, the auctioneer shall make the final decision to accept the final bid, to re-offer, and resell the property, or to remove the property from the auction. If any disputes should arise following the auction, the auctioneer's records shall be conclusive. Property(ies) are sold in AS IS, WHERE IS, with NO contingencies allowed.

Auction Registration:

All parties seeking to bid on the properties offered at auction must register online or in person prior to the auction conclusion. Bidders are encouraged and may register prior to the auction. Same day registration will be allowed, and bidders should allow enough time to register and receive a bidding number prior to the auction conclusion. All bidders will be required to complete a statement ("Bidders Registration") prior to the commencement of bidding that the bidder has inspected the property and sale documents and is financially capable of closing the

transaction. All bidding is open to the public and the property is offered to qualified purchasers without regard to sex, race, color, religion, national origin, or disability.

Requirements of the High Bidder(s):

Immediately following the conclusion of the auction, the highest bidder(s) shall enter into and execute an **Oklahoma Real Estate Contract** for the total contract sale price **plus the 3% Buyer's Premium**. The required earnest money deposit shall be made in the form of wired funds, personal, business, or corporate check in the amount of **no less than ten percent (10%) non-refundable earnest money**, due within five (5) days of signing the purchase contract. All earnest money shall be deposited with **Guarantee Abstract Company, 217 W. Broadway, Enid, OK 73701**. The purchase contract shall not be contingent upon inspection or appraisal and shall constitute a **Specific Performance** agreement. The **Terms and Conditions** as set forth in the detailed auction brochure (available online or upon request) shall be incorporated into and made part of the purchase contract. Should the Purchaser default on this agreement for any reason, this document shall serve as the **earnest money release** as agreed upon by both Seller and Purchaser.

Closing:

Purchaser(s) shall pay in cash, electronic transfer funds, or cashier's check (good funds) the balance of the purchase price (purchase price less earnest money deposit), plus their respective closing costs, and shall sign and complete all customary or required documents at closing, which is to occur on or before **Friday, December 19, 2025**. Closing shall be conducted by **Guarantee Abstract Company, 217 W. Broadway, Enid, OK 73701**. Title insurance costs shall be paid by Purchaser. **Recording fees and closing agent fees shall be split equally between Seller and Purchaser**. All **2025 real estate taxes** will be prorated to the day of closing between Buyer and Seller. **Documentary Stamps** shall be paid by Seller. All **abstracting or gap fees** shall be paid by Seller.

Possession:

Possession of real estate is to be transferred to Purchaser upon closing and delivery of deed.

The existing farm tenancy shall remain in effect through **June 30, 2026**. The current tenant shall retain the right to harvest any **winter wheat crop planted in 2025**, including any portion of such crop that matures or is harvested after the lease expiration date.

Property Condition:

The prospective Purchaser(s) should verify all information contained herein. All prospective bidders are urged to fully inspect the property, its condition, and to rely on their own conclusions. Except as expressly set forth in the Contract, Seller will not make, and Purchaser hereby acknowledges that neither Seller nor its representatives have made, any agreement, covenant, representation, or warranty, whether express or implied, with respect to the property, including, without limitation, any implied warranty of habitability, merchantability, or fitness for a particular purpose. Purchaser further hereby acknowledges that Purchaser has made or will make its decision to purchase the property solely in reliance upon Purchaser's own inspection and review of the property.

PURSUANT TO THE CONTRACT, PURCHASER, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WILL AGREE TO WAIVE, RELEASE, ACQUIT AND FOREVER DISCHARGE SELLER, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, ATTORNEYS, REPRESENTATIVES AND ANY OTHER PERSONS ACTING ON BEHALF OF SELLER AND THE SUCCESSORS AND ASSIGNS OF ANY OF THE PRECEDING, OF AND FROM ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, WHICH PURCHASER OR ITS SUCCESSORS OR ASSIGNS HAS OR WHICH MAY ARISE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY RELATED TO OR IN CONNECTION WITH ANY PAST, PRESENT OR FUTURE PHYSICAL CHARACTERISTIC OR CONDITION OF THE PROPERTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THE CONTRACT, THIS RELEASE WILL SURVIVE THE CLOSING OR THE TERMINATION OF THE CONTRACT.

Title:

Sellers shall provide an updated **Abstract of Title** covering the parcel or combination of parcels being auctioned. The abstract will serve as evidence of marketable title. Buyers shall be responsible for any expenses associated with title insurance, including any owner's or mortgagee's title policies, if such coverage is desired or required by a lender. Title shall be transferred by **Trustee's Deed** from the Seller to the Buyer at closing. The property shall be sold subject to existing roads and highways; established easements and rights-of-way; any recorded reservations, covenants, restrictions, or zoning ordinances of record; and all other matters that may be reflected within the public record or shown by the abstract of title.

Real Estate Taxes:

All 2025 real estate taxes will be prorated to the day of closing.

Minerals:

All mineral rights (if any) currently owned by the Seller will transfer to the Purchaser at closing. Seller does not guarantee the amount of mineral rights owned.

Dam/Water Rights:

All water rights associated with this property will transfer to the Purchaser at closing. Seller does not guarantee the amount of water rights owned.

Acreages:

All stated acreages are approximate and are obtained from either the county tax records, current legal descriptions, and/or aerial photos, and FSA information. No warranty is expressed or implied as to exact acreages of the property. All bids are for the total parcel without regard to exact acreage. There will be no adjustment in the purchase price if the acreage is different than what is stated in this brochure and/or stated at the auction. The detail brochure includes the estimated taxed acres. All price per acre calculations in the initial brochure, detailed brochure, and visual presentation at the auction are based on most recent survey. Any crop, base and harvest numbers are from FSA and NRCS dryland measurements.

Announcements:

This is an online auction. The information herein has either been given to us by the owners of the properties or obtained from sources deemed reliable. We have no reason to doubt its accuracy, but we do not guarantee it. Hayden Outdoors and the Seller assume no responsibility for the omissions, corrections, or withdrawals. The prospective Purchaser should verify all information contained herein. All prospective bidders are urged to fully inspect the property, and its condition and to rely on their own conclusions. All property is to be sold AS IS, WHERE IS, without warranty, representation, or recourse to sellers. The purchase contract shall not be contingent upon inspection, appraisal, or financing and shall be a specific performance contract. Hayden Outdoors and all other agents of broker are or will be acting as a Sellers agent unless noted otherwise. Announcements made by Hayden Outdoors at the time of the sale will take precedence over any previously printed materials or other oral statements. Hayden Outdoors reserves the right to require bank references upon request and reserves the right to refuse bids from any bidder. Bidding increments at the discretion of the broker and/or auctioneer.

Additional Disclaimers: Neither Seller nor Hayden Outdoors makes any representations or warranties as to the accuracy or completeness of any information contained online at the auction website or made available by the Seller or Hayden Outdoors. Online bidding is provided on an “as is, as available” basis. No warranties, expressed or implied, including, but not limited to, those of merchantability or fitness for any particular purpose, are made with respect to the online bidding platform or any information or software therein. Neither Seller nor Hayden Outdoors will be liable for any damages or injury, including, but not limited to, those caused by any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus, or line failure. Neither Seller nor Hayden Outdoors will be liable for any damages or injury, including, but not limited to, special or consequential damages that result from the use of, or the inability to use, the website, the materials on the website, or the online bidding platform even if there is negligence of Seller or Hayden Outdoors. The above limitation or exclusion may not apply to the extent that applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages.