



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Lawton Urban Homesteading Agency (LUHA)

Special Meeting Agenda

Tuesday, August 12, 2025

6:00 PM

Lawton City Hall
Wayne Gilley Auditorium

Meeting Called to Order with Invocation and Pledge of Allegiance

"Official action can be taken only on items which appear on the agenda. The Council may adopt, approve, ratify, deny, defer, recommend, or continue any agenda item. The Council may also propose and enact floor amendments to any matter presented before them. When more information is needed to act on an item, the Council may refer the matter to the City Manager or the City Attorney. The Council may also refer items to standing committees of the Council or a board, commission, or authority for additional study. Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely."

Roll Call

Business Items

1. Consider authorizing the property located at 1914 NW Cherry Avenue to be listed and placed on the market for sale by a licensed realtor and authorize the Chairman and City Clerk to execute the required documents to list the property for sale.

Adjournment

The City of Lawton encourages participation from all of its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at (580) 581-3305 at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48 hour rule if interpreters for the deaf (signing) is not the necessary accommodation."

Item Title:

Consider authorizing the property located at 1914 NW Cherry Avenue to be listed and placed on the market for sale by a licensed realtor and authorize the Chairman and City Clerk to execute the required documents to list the property for sale.

Initiator: Larry Parks, Director

Information Source: Charlotte Brown, Deputy Director

Background:

The property located at 1914 NW Cherry Avenue was purchased and rehabbed by the Housing and Community Development Division of the City of Lawton in 2019 using HOME Funds. The construction of the project was completed in September of 2021. Clear title was not obtained on the property until March 2023. The City had to repay the funding from the general fund back to the Project Jurisdiction fund for failure to sell the project in the required 4 year timeline set by the HUD requirements. The funding was paid back in December of 2023. Staff has been directed to put the house up for sale in order to recoup some of those funds that had to be paid back, Staff is working with a realtor to get the property listed and on the market. It is the determination of the City Attorney's office that the documents need to be execute by the Chairman of the Authority in order to get the property listed. Staff will bring back any offers that are received for the approval of the Authority.

Correlation to the True North Statement:

Transparency and doing everything for the Citizens

Exhibit:

Professional Services Agreement
Listing Package from Realtor
Email Explanation of the Listing Package

Key Issues:**Funding Source:****Recommended Action:**

Approve the property located at 1914 NW Cherry Avenue to be listed and placed on the market for sale by a licensed realtor and authorize the Chairman and the City Clerk to execute the required documents.

ATTACHMENTS:

1. Listing Agreement Package 1914 NW Cherry
2. {__EXTERNAL__}--Listing Package 1914 NW Cherry
3. Professional Service Agreement

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

LISTING AGREEMENT - EXCLUSIVE RIGHT TO SELL

In consideration of the services to be rendered by the undersigned licensed Broker ("Broker"), the undersigned ("Seller") hereby exclusively lists with Broker the Property described as:

Property Address 1914 NW Cherry Ave Lawton OK 73507

Legal Description Lot 11 Block 14 Liberty Heights

together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the Property, including all mineral rights owned by Seller, if any, all of which may be described in any property data form attached to and by this reference made a part of this Agreement (collectively referred to as "the Property"), and grants to Broker the exclusive right to sell the Property, within the term of this listing, at a price of \$ 139,000.00 and on the terms herein stated, or at such other price and terms as shall be acceptable to Seller. This listing shall be subject to the following:

1. By appointing Broker as exclusive Broker, Seller agrees to work through Broker for the sale, option or exchange (collectively "Sale") of the Property and to refer to Broker all inquiries received in any form from other real estate Brokers, prospective buyers, tenants, or any other source during the time this Listing Agreement is in effect. In addition, any compensation, which is conditioned upon the Sale of Property, shall be earned by Broker as set forth herein without any discount or allowance for any efforts made by Seller or by any representative of Seller in connection with the sale of the Property.

2. This Agreement begins on _____, and terminates (except for the provisions of Paragraph 3) at midnight on _____. This Agreement shall not exceed twelve (12) months in duration.

3. Seller acknowledges the compensation in this Agreement is fully negotiable and not set by law. The compensation section in this Agreement must be completed before it can be signed by the Seller. This Agreement is not enforceable if this section is left blank.

- a. Seller agrees to pay compensation equal to the greater of 6 % (0% if left blank) of the total sales price of the property plus \$ 495.00 (\$0 if left blank); OR \$ _____ (\$0 if left blank).
- b. Seller acknowledges Seller is not required to make an offer of compensation to Buyer's Broker. In the event a cooperative agreement or supplement to split compensation with another licensed real estate brokerage occurs, the compensation provided for in section 3a shall be split 3 % of the total sales price of the property or \$ _____ to be paid to Seller's Broker and 3 % of the total sales price of the property or \$ _____ to be paid to Buyer's Broker.

Seller (**check one**) does does not authorize Broker to disclose the amount of compensation to be offered to the Buyer's Broker in marketing and advertising the property

- c. The compensation shall be due and payable upon the occurrence of any of the following:
 - i. The sale or exchange of the Property during the term of this Agreement, whether procured by Broker, Seller, or a third person.
 - ii. The sale or exchange of the Property within 30 days after the termination of this Agreement, if with anyone to whom Broker has shown the Property, or with whom the Broker has negotiated concerning the Property prior to the termination of this Agreement; provided that this clause shall not apply if Seller re-lists the Property at the termination of this Agreement with another licensed real estate Broker.
 - iii. If Broker procures a Buyer who is ready, willing, and able to purchase the Property, at the price and on the terms set forth herein, or at another price and terms as shall be acceptable to Seller.
 - iv. The sale or exchange of the Property during, or after, the term of this Agreement to any party to whom the Property is rented or leased during the term of this Agreement, or within _____ days thereafter.

Seller's Initials _____ Initials are for acknowledgment purposes only

4. In the event a Contract for Sale or Exchange (a "Contract") is entered into with a Buyer, Seller agrees that:

- a. Unless the Contract provides otherwise, Broker shall receive and hold any earnest money deposit, which may be in the form of the Buyer's personal check endorsed for deposit without recourse, in Broker's trust or escrow account in accordance with the terms of the Contract, applicable law, rules, and regulations governing those funds;
- b. Prior to the "Closing Date," Seller, at Seller's expense, agrees to furnish Buyer or Buyer's lender a current Uniform Commercial Code Search Certificate (and, if the Property is a condominium, to furnish a copy of the Declaration of Unit Ownership Estates of the Project, Bylaws of the Project's Owners Association). Seller, at Seller's expense shall also furnish an abstract of title certified to date showing marketable title in Seller, subject only to utility easements serving the Property and building restrictions of record, and other exceptions specified in the Contract and, if Property is a condominium, subject to all terms, provisions, restrictions, and covenants contained in the Declaration of Unit Ownership Estates and Bylaws of the Owner's Association of the "Project," and, if required by lender, a "Mortgage Inspection Report" prepared by a licensed surveyor, certified to a date at least within 180 days of the "Closing Date";
- c. Seller has sole ownership, full authority to sell property, and will cause any conveyance to be executed and joined by all necessary parties to convey marketable title by General Warranty Deed to Buyer, free and clear of all liens and encumbrances, except those specifically reserved in the Contract.
- d. Unless otherwise provided in the Contract, all ad valorem taxes, interest, rents, and other continuing items shall be prorated through the date of closing, except personal property taxes for the entire year, if any, shall be paid by Seller;
- e. If Property is single family, condominium or multi-family, to pay the closing costs and miscellaneous fees in excess of what Buyer is allowed by FHA or VA to pay;
- f. If Property is single family, condominium, or multi-family, and if the Contract, lender, or government agency requires fixtures and equipment relating to plumbing, heating and cooling, including ducts, electrical systems, built-in appliances, swimming pool, spa, sprinkler, and security systems will be in normal working order at the closing, ordinary wear and tear excepted. If the Property is a condominium, this provision is applicable only to those items that are the Seller's responsibility and not the responsibility of the Owner's Association. Seller shall pay the cost of repairs necessary to meet the foregoing standard; the cost shall not exceed an amount agreed to by Seller in the contract of sale.

5. In accordance with the Oklahoma Residential Property Condition Disclosure Act:

- a. Seller shall complete the Oklahoma Residential Property Disclosure Statement ("Disclosure Statement") or, if the Seller has never lived in the Property AND has NO knowledge of any defect concerning the Property, the Oklahoma Residential Property Disclaimer Statement ("Disclaimer Statement") if applicable, a copy of which is attached to and by this reference made a part of this Agreement.
- b. Broker shall provide a copy of the Seller's Disclosure Statement or Disclaimer Statement (whichever is applicable) to potential Buyers or their Brokers.
- c. Broker shall disclose to a potential purchaser any defects in the Property actually known to the Broker, which are not included in the Seller's Disclosure Statement or Seller's Disclaimer Statement.

6. ACCESSORIES, EQUIPMENT AND SYSTEMS. The following items, if existing on the Property, unless otherwise excluded, shall remain with the Property at no additional cost to Buyer:

- | | | |
|--|---|---|
| • Attic and ceiling fan(s) | • Free standing heating unit(s) | • TV antennas/satellite dish system(s) and control(s), if owned |
| • Bathroom mirror(s) | • Humidifier(s), if attached | • Sprinkler systems & control(s) |
| • Other mirrors, if attached | • Water conditioning systems, if owned | • Swimming Pool/Spa equipment/accessories |
| • Central vacuum & attachments | • Window treatments & coverings, interior & exterior | • Attached recreational equipment |
| • Floor coverings, if attached | • Storm windows, screens & storm doors | • Exterior landscaping and lighting |
| • Key(s) to the property | • Garage door opener(s) & remote transmitting unit(s) | • Entry gate control(s) |
| • Built-in and under cabinet/counter appliance(s) | • Fences (includes sub-surface electric & components) | • Water meter, sewer/trash membership, if owned |
| • Free standing slide-in/drop-in kitchen stove | • Mailboxes/Flag poles | • All remote controls, if applicable |
| • Built-in sound system(s)/speaker(s) | • Outside cooking unit(s), if attached | • Transferable Service Agreements and Product Warranties |
| • Lighting & light fixtures | • Propane tank(s) if owned | |
| • Fire, smoke and security system(s), if owned | • Generator(s) & Solar Panel(s) if owned | |
| • Shelving, if attached | | |
| • Fireplace inserts, logs, grates, doors and screens | | |

Seller's Initials _____ Initials are for acknowledgment purposes only

A. **Additional Inclusions.** The following items shall also remain with the Property at no additional cost to Buyer:

B. **Exclusions.** The following items shall not remain with the Property: _____

7. In accordance with the HUD/EPA Lead-Based Paint Regulations, if the Property was built before 1978:

- a. Seller shall complete a Disclosure and Acknowledgment of Lead-Based Paint.
- b. Broker shall provide a copy of the Seller's Disclosure and Acknowledgment of Lead-Based Paint to potential Buyers or their Brokers along with a copy of the pamphlet Protect Your Family from Lead in Your Home.

8. In connection with this Listing Agreement, Seller authorizes Broker:

- a. To place a "For Sale" sign on the Property and to remove all other similar signs;
- b. To enter Property information on the Internet, and advertise the Property by any means and methods as Broker determines in its sole judgment and discretion, including the making and using of photographs or other electronic images of the Property;
- c. At Seller's expense, to turn on, or leave on, all utilities, and to authorize service technicians to do so, in order to show the Property to its best advantage or to permit inspection thereof. Seller further agrees to pay any necessary cost for uncovering and limited operation of any swimming pool/spa, sprinkler system, and security system, if applicable. Except that, if the Property is a condominium this provision shall only apply to those items which are Seller's responsibility and not the responsibility of the Owner's Association;
- d. To obtain all information pertaining to any present mortgage on the Property from any mortgage or mortgage service company and to furnish information pertaining to the Property to any prospective lender;
- e. To obtain a key to the Property and furnish keys to others necessary to show the Property or to carry out the objectives of this Agreement;
- f. To have access to the Property for the purpose of showing it to prospects at any reasonable hour;
- g. Unless the Contract provides otherwise, Broker and Seller agree that Broker shall be authorized to accept delivery of Contract documents, title evidence documents, inspection reports, and other notices provided in the Contract on behalf of the Seller and to accept a similar appointment by Buyers and prospective Buyers.

9. Neither the Buyer nor the Seller may be held liable for the actions or words of the Broker or licensees affiliated with the Broker's firm.

10. All of the information provided herewith, or which may be provided to Broker, shall be true and Seller agrees to hold Broker, Broker's sales associates, employees, and agents harmless from any cost, expense, or damage due to any information which is withheld by Seller from Broker, or which is incorrect.

11. Broker shall use Broker's best efforts to effect a sale of the Property during the term of this Agreement.

- a. Broker shall not be charged with the custody of the Property, its management, maintenance, or repair.

12. If the Property becomes vacant during the terms of this Agreement, Seller must notify Seller's casualty insurance company and request a vacancy Clause to cover the Property. **Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any persons real or personal property resulting from (i) acts of third parties; (ii) vandalism; (iii) theft; (iv) freezing water pipes; (v) a dangerous condition on the Property; (vi) the Property's non-compliance with any law or ordinance; and (vii) any act or omission not caused by Broker's negligence. Seller agrees to protect, defend, indemnify, and hold Broker harmless from any liability for which Broker is not responsible under the Agreement.**

13. Forfeited earnest money, if any, shall be divided equally between Seller and Broker, except that Broker's portion shall, in no event, exceed the agreed compensation; provided, however, that no release of a Buyer or waiver of a forfeiture of earnest money after a Contract is executed shall relieve Seller of any obligation to pay compensation.

14. The term "Broker" herein shall include any sales associate whose signature appears on this Agreement.

Seller's Initials _____ Initials are for acknowledgment purposes only

- 15. This Property is offered for sale without regard to race, color, religion, sex, age, disability, familial status, national origin or any other factor protected by federal, state or local law.
- 16. Seller and Broker agree to the terms herein set forth and understand that this is a binding agreement and that it cannot be canceled or terminated except upon their mutual written consent.
- 17. Seller acknowledges that Seller has read and received a copy of this Agreement and that a copy of the Oklahoma Real Estate Commission Contract Guide has been made available to the Seller in print, or at www.orec.ok.gov.
- 18. If the Broker is a member of a Multiple Listing Service (MLS), the parties hereto understand and agree that the Broker is hereby authorized to (i) enter this listing in the MLS, (ii) file timely notice of all changes in the above information as approved by the Seller; (iii) upon the closing of a sale, file sales information, including sale price, with the MLS for processing and dissemination to the MLS Participants and other members of the MLS, and (iv) that the property information, once transmitted to MLS, shall be owned by it and subject to its copyright and may be used and disseminated by it.
- 19. Upon the execution of a purchase contract by both Seller and Buyer, the Broker shall have no duty thereafter to submit subsequent offers for the purchase of the Property, unless the Contract specifically provides otherwise or this sale does not close.
- 20. To facilitate the showing of said Property, Seller grants the Broker permission to place on Seller's Property a "Lock Box" containing a key that gives access to Seller's Property at times when the Broker is not present. Seller understands that access to the "Lock Box" may be in the possession of unauthorized persons who are not members of the Broker's Multiple Listing Service, as well as members thereof. Further, Seller acknowledges that said Broker has recommended that all valuables such as coins, jewelry, furs, silver, guns, cameras, paintings, antiques, and the like, be removed from the Property for safekeeping during the period of the listing. In addition, Seller has been fully advised that neither the Broker, the MLS nor any Association to which Broker may belong, assume any responsibility for the acts of any other persons for any loss that may be sustained by Seller through entry by use of the key deposited in the "Lock Box" or in any other manner. Seller hereby assumes the risk of loss.

Broker (check one) is is not authorized to place a "Lock Box" on the Property.

- 21. Seller acknowledges that individuals viewing the property during the term of this Agreement may take photographs and videos of the Property or of items within and on the Property. Seller acknowledges that the Broker may not prohibit individuals from taking such photographs or videos and may not prohibit how such items may be used or displayed by such individuals.
- 22. The Seller and Broker agree that Broker, in response to inquiries from Buyers or cooperating brokers shall disclose, with the Sellers' approval, the existence of offers on the property. Where disclosure is authorized, Brokers shall also disclose whether offers were obtained by the listing licensee, another licensee in the listing firm, or by a cooperating Broker.

Seller (check one) does does not authorize Broker to disclose the existence of offers on the property.

- 23. Seller is aware that a Residential Service Agreement (RSA) can be purchased for Seller's Property that would be transferable to the Buyer. The cost of an RSA is approximately \$ 895.00 and can be withheld from Seller's funds at closing.

It is Seller's decision (check one) to Purchase Not to purchase an RSA at this time

- 24. Has the Seller been notified by any city or county governmental agency, or is the Seller aware, that the Property is in a flood hazard area? Yes No

25. Additional Provisions.

This listing will be for 180 days. The listing will go active after professional pictures are delivered (typically 4-5 working days) to listing broker. Pictures will be ordered when we have a signed listing package. Professional photography and special marketing will be paid by the listing broker.

If the listing broker pays for any agreed repairs/cleaning she will get reimbursed at closing by submitting an invoice to the title company. This would only happen with permission from the city.

Seller's Initials Initials are for acknowledgment purposes only

Executed by Seller this _____ day of _____, 20_____.

Lawton Urban Housing Authority

Seller Name (Print) _____

Seller Signature _____

charlotte.brown@lawtonok.gov

Seller's Email Address _____

1914 NW Cherry Lawton OK 73507

Seller's Physical Address _____

580-581-3347

Seller's Telephone (Cell) _____

Seller's Telephone (Work) _____

Seller Name (Print) _____

Seller Signature _____

Seller's Email Address _____

Seller's Physical Address _____

Seller's Telephone (Cell) _____

Seller's Telephone (Work) _____

Executed by Broker this _____ day of _____, 20_____.


Seller's Broker / Associate Signature _____

JANIS FERGUSON

Seller's Broker / Associate Name _____

150374

Seller's Broker License Number _____

580-678-8259

Seller's Broker / Associate Cellphone _____

janis.g.ferguson@gmail.com

Seller's Broker / Associate Email Address _____

THE PROPERTY SHOPPE, LLC

Brokerage Name _____

Janis Ferguson

Name of Managing Broker _____

203137

Brokerage License Number _____

580-360-3435

Managing Broker Office Telephone _____

1601 SW Park Ridge Blvd, Suite 201 LAWTON OK 73505

Brokerage Office Address _____

janis.g.ferguson@gmail.com

Managing Broker Email Address _____

Seller's Initials _____ Initials are for acknowledgment purposes only

DISCLOSURE TO SELLER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

This notice may be part of or attached to any of the following:

- Contract of Sale of Real Estate
- Listing Agreement
- Other _____

1. DUTIES AND RESPONSIBILITIES. A Broker who provides Brokerage Services to one or both parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the party or parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:

- a. treat all parties to the transaction with honesty and exercise reasonable skill and care;
- b. unless specifically waived in writing by a party to the transaction:
 - 1. receive all written offer and counteroffers;
 - 2. reduce offers or counteroffers to a written form upon request of any party to a transaction; and
 - 3. present timely all written offers and counteroffers.
- c. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, brokerage service costs and the approximate amount of the costs;
- d. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;
- e. timely account for all money and property received by the Broker;
- f. keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
 - 1. that a party or prospective party is willing to pay more or accept less than what is being offered,
 - 2. that a party or prospective party is willing to agree to financing terms that are different from those offered,
 - 3. the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the property, and
 - 4. information specifically designated as confidential by a party unless such information is public.
- g. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
- h. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
- i. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.
- j. disclose information pertaining to compensation and fees assessed on each transaction to the represented party, which shall be communicated in writing before the effective date of the contract for sale or lease.
- k. disclose the time frame for which the compensation agreement is valid, not to exceed one (1) year. If no time frame is specified, the compensation agreement shall default to sixty (60) days.

2. BROKERAGE SERVICES PROVIDED TO BOTH PARTIES TO THE TRANSACTION. The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 – 858-363) allows a real estate Firm to provide Brokerage Services to both parties to the transaction. This could occur when a Firm has contracted with a Seller to sell their property and a prospective Buyer contacts that same Firm to see the property. If the prospective Buyer wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller that the Firm is now providing Brokerage Services to both parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each party.

3. BROKER PROVIDING FEWER SERVICES. If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.

4. CONFIRMATION OF DISCLOSURE OF DUTIES AND RESPONSIBILITIES. The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

I understand and acknowledge that I have received this notice on _____ day of _____, 20_____.

Seller's Printed Name Lawton Urban Housing Authority Seller's Signature _____

Seller's Printed Name _____ Seller's Signature _____

Seller's Initials _____ Initials are for acknowledgment purposes only

***Legal:** Lot 11 Block 14 Liberty Heights

***Rural Directions (Be Precise):**

Showing/Alarm Information: _____

Security Cameras in Use: Yes No UNK

***Automatic Garage Door Opener:** Yes No

Primary Bedroom Size: _____ Bedroom 2 Size: _____ Bedroom 3 Size: _____
Bedroom 4 Size: _____ Living Room Size: _____ Dining Room Size: _____
Family Room Size: _____ Kitchen Size: _____ Utility Room Size: _____
Other Room Size: _____ Other Room Size: _____

Avg Monthly Utilities: \$ _____

***Flood Insurance:** Yes No Flood Insurance Amount: \$ _____

Home Warranty: Yes No Home Warranty Type: _____ ***Home Owner's Dues:** N/A

***Reserved by Seller:** Yes No Reserved Items: _____

***Remotes (If applicable, Owner to deliver the following operating remotes at or before closing)**

<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Garage Door 1	#Remotes	<u>0</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Garage Door 2	#Remotes	<u>0</u>
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Fireplace	#Remotes	<u>0</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Ceiling Fans	#Remotes	<u>0</u>
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Alarm System	#Remotes	<u>0</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Other ⁰	#Remotes	<u>0</u>

FINANCING

Assumable: Yes No Qualify: Yes No ***Short Sale:** Yes No ***VA Compromise:** Yes No

***Annual Taxes:** \$ _____ Tax Year: _____ Homestead: Yes No

Financing Remarks:

REMARKS

REALTOR Remarks:

Public Remarks:

FEATURES – Select all that apply

A. ROOF

- | | | | | | | | | |
|---------------------------------------|-----|-------------|----------------------------|-----|---------------|----------------------------|-----|------|
| <input checked="" type="checkbox"/> 1 | COM | Composition | <input type="checkbox"/> 2 | TG | Tar & Gravel | <input type="checkbox"/> 3 | WD | Wood |
| <input type="checkbox"/> 4 | MET | Metal | <input type="checkbox"/> 5 | FBU | Flat/Built-Up | <input type="checkbox"/> 6 | TIL | Tile |
| <input type="checkbox"/> 7 | OT | Other | | | | | | |

B. LIVING AREAS

- | | | | | | | | | |
|---------------------------------------|---|-----|----------------------------|---|-----|-----------------------------|---|------------|
| <input checked="" type="checkbox"/> 1 | 1 | One | <input type="checkbox"/> 2 | 2 | Two | <input type="checkbox"/> 3+ | 3 | Three Plus |
|---------------------------------------|---|-----|----------------------------|---|-----|-----------------------------|---|------------|

C. FOUNDATION

- | | | | | | | | | |
|----------------------------|-----|----------|---------------------------------------|----|-------------|----------------------------|----|-------|
| <input type="checkbox"/> 1 | SLB | Slab | <input checked="" type="checkbox"/> 2 | CS | Crawl Space | <input type="checkbox"/> 3 | OT | Other |
| <input type="checkbox"/> 4 | BAS | Basement | | | | | | |

D. DINING AREAS

- | | | | | | | | | |
|----------------------------|-----|---------------|----------------------------|-----|---------------|---------------------------------------|-----|----------------|
| <input type="checkbox"/> 1 | SEP | Separate | <input type="checkbox"/> 2 | LD | Living/Dining | <input checked="" type="checkbox"/> 3 | KD | Kitchen/Dining |
| <input type="checkbox"/> 4 | BB | Breakfast Bar | <input type="checkbox"/> 5 | DIN | Dinette | <input type="checkbox"/> 6 | FDN | Formal Dining. |

E. ENERGY FEATURES

- | | | | | | | | | |
|---------------------------------------|-----|------------------|----------------------------|----|---------------|----------------------------|----|-------------|
| <input checked="" type="checkbox"/> 1 | DP | Double Pane | <input type="checkbox"/> 2 | SW | Storm Windows | <input type="checkbox"/> 3 | SD | Storm Doors |
| <input type="checkbox"/> 4 | FPI | Fireplace Insert | <input type="checkbox"/> 5 | AF | Attic Fan | <input type="checkbox"/> 6 | CF | Ceiling Fan |
| <input type="checkbox"/> 7 | EXI | Extra Insulation | <input type="checkbox"/> 8 | RV | Ridge Vents | <input type="checkbox"/> 9 | NO | None |
| <input type="checkbox"/> 10 | OT | Other | | | | | | |

F. UTILITY

- | | | | | | | | | |
|----------------------------|-----|----------|---------------------------------------|-----|--------|----------------------------|-----|---------|
| <input type="checkbox"/> 1 | RM | Room | <input type="checkbox"/> 2 | GAR | Garage | <input type="checkbox"/> 3 | KIT | Kitchen |
| <input type="checkbox"/> 4 | BTH | Bathroom | <input checked="" type="checkbox"/> 5 | OT | Other | <input type="checkbox"/> 6 | SOL | Solar |

G. HEATING

- | | | | | | | | | |
|---------------------------------------|-----|-------------|-----------------------------|-----|---------------|---------------------------------------|-----|-----------------|
| <input checked="" type="checkbox"/> 1 | CEN | Central | <input type="checkbox"/> 2 | GAS | Gas | <input checked="" type="checkbox"/> 3 | ELC | Electric |
| <input type="checkbox"/> 4 | PAN | Panel Ray | <input type="checkbox"/> 5 | GEO | Geo-Thermal | <input type="checkbox"/> 6 | SOL | Solar |
| <input type="checkbox"/> 7 | PRO | Propane | <input type="checkbox"/> 8 | HP | Heat Pump | <input type="checkbox"/> 9 | SPC | Space Heat Vent |
| <input type="checkbox"/> 10 | ZON | Zone Line | <input type="checkbox"/> 11 | FF | Floor Furnace | <input type="checkbox"/> 12 | BAS | Baseboard |
| <input type="checkbox"/> 13 | 2+ | Two or More | <input type="checkbox"/> 14 | NO | None | <input type="checkbox"/> 15 | OTH | Other |

H. AIR CONDITIONING

- | | | | | | | | | |
|---------------------------------------|-----|------------------|----------------------------|-----|-------------|----------------------------|----|-----------|
| <input checked="" type="checkbox"/> 1 | CEE | Central-Electric | <input type="checkbox"/> 2 | ZON | Zone Line | <input type="checkbox"/> 3 | HP | Heat Pump |
| <input type="checkbox"/> 4 | WU | Window Unit | <input type="checkbox"/> 5 | 2+ | Two or More | <input type="checkbox"/> 6 | NO | None |
| <input type="checkbox"/> 7 | OTH | Other | | | | | | |

I. WATER HEATER

- | | | | | | | | | |
|----------------------------|-----|----------|---------------------------------------|-----|-------------|----------------------------|----|-------------|
| <input type="checkbox"/> 1 | GAS | Gas | <input checked="" type="checkbox"/> 2 | ELC | Electric | <input type="checkbox"/> 3 | 2+ | Two or More |
| <input type="checkbox"/> 4 | TNK | Tankless | <input type="checkbox"/> 5 | GEO | Geo-Thermal | <input type="checkbox"/> 6 | NO | None |

J. APPLIANCES

- | | | | | | | | | |
|--|------|--------------------|--|-----|----------------|--|-----|------------------------|
| <input checked="" type="checkbox"/> 1 | ELC | Electric | <input type="checkbox"/> 2 | GAS | Gas | <input type="checkbox"/> 3 | R/O | Range/Oven |
| <input checked="" type="checkbox"/> 4 | FRE | Freestanding Stove | <input type="checkbox"/> 5 | COK | Cook Top | <input type="checkbox"/> 6 | SO | Single Oven |
| <input type="checkbox"/> 7 | DO | Double Oven | <input type="checkbox"/> 8 | IG | Indoor Grill | <input type="checkbox"/> 9 | VH | Vent Hood |
| <input checked="" type="checkbox"/> 10 | MIC | Microwave | <input checked="" type="checkbox"/> 11 | DW | Dishwasher | <input checked="" type="checkbox"/> 12 | DIS | Garbage Disposal |
| <input type="checkbox"/> 13 | COM | Compactor | <input type="checkbox"/> 14 | REF | Refrigerator | <input type="checkbox"/> 15 | WAS | Washer |
| <input type="checkbox"/> 16 | DRY | Dryer | <input type="checkbox"/> 17 | NO | None | <input type="checkbox"/> 18 | ICE | Ice Maker |
| <input type="checkbox"/> 19 | WINE | Wine Fridge | <input type="checkbox"/> 20 | SFT | Water Softener | <input type="checkbox"/> 21 | FIL | Water Filtration Syst. |
| <input type="checkbox"/> 22 | OSM | Reverse Osmosis | | | | | | |

K. INSIDE INCLUSIONS

- | | | | | | | | | |
|-----------------------------|-----|-----------------------|--|-----|--------------------|--|-----|----------------------|
| <input type="checkbox"/> 1 | WIN | Window Covering | <input type="checkbox"/> 2 | WET | Wet Bar | <input type="checkbox"/> 3 | GDO | Garage Door Opener |
| <input type="checkbox"/> 4 | HAN | Handicap Access | <input type="checkbox"/> 5 | WPL | Whirlpool | <input type="checkbox"/> 6 | KIT | Kitchen Island |
| <input type="checkbox"/> 7 | CV | Central Vacuum System | <input checked="" type="checkbox"/> 8 | WAL | Walk-In Closet | <input type="checkbox"/> 9 | FLA | Floored Attic |
| <input type="checkbox"/> 10 | SK | Skylights | <input checked="" type="checkbox"/> 11 | WCN | Washer Connection | <input checked="" type="checkbox"/> 12 | DCN | Dryer Connection |
| <input type="checkbox"/> 13 | PAN | Pantry | <input type="checkbox"/> 14 | 8+C | 8-Ft. + Ceiling | <input type="checkbox"/> 15 | VAL | Vaulted Ceiling |
| <input type="checkbox"/> 16 | GC | Granite Countertops | <input type="checkbox"/> 17 | QTZ | Quartz Countertops | <input type="checkbox"/> 18 | SEA | Seamless Countertops |

L. FLOORS

- | | | | | | | | | |
|-----------------------------|-----|--------------|---------------------------------------|-----|------------------|-----------------------------|-----|-------------------|
| <input type="checkbox"/> 1 | CT | Ceramic tile | <input checked="" type="checkbox"/> 2 | VIN | Vinyl | <input type="checkbox"/> 3 | CAR | Carpet |
| <input type="checkbox"/> 4 | HDW | Hardwood | <input type="checkbox"/> 5 | BRK | Brick | <input type="checkbox"/> 6 | LAM | Laminate |
| <input type="checkbox"/> 7 | HT | Heated | <input type="checkbox"/> 8 | STC | Stained Concrete | <input type="checkbox"/> 9 | T/M | Travertine/Marble |
| <input type="checkbox"/> 10 | OTH | Other | <input type="checkbox"/> 11 | LVP | Vinyl Plank | <input type="checkbox"/> 12 | PER | Pergo |

M. ROOMS

<input type="checkbox"/> 1	DEN	Den/Family Room	<input type="checkbox"/> 2	STD	Study/Office	<input type="checkbox"/> 3	FML	Formal Living Room
<input type="checkbox"/> 4	GAM	Game/Bonus Room	<input type="checkbox"/> 5	SUN	Sun Room	<input type="checkbox"/> 6	LOF	Loft
<input type="checkbox"/> 7	STR	Storage Room	<input type="checkbox"/> 8	GCN	Garage Conversion	<input type="checkbox"/> 9	MED	Media Room
<input type="checkbox"/> 10	2MB	2 nd Primary Bedroom	<input checked="" type="checkbox"/> 11	OPL	Open Living	<input type="checkbox"/> 12	Oth	Other
<input type="checkbox"/> 13	GRT	Great Room						

N. OUTSIDE INCLUSIONS

<input type="checkbox"/> 1	HOT	Hot Tub/Spa	<input type="checkbox"/> 2	STO	Storage Shed	<input type="checkbox"/> 3	WRK	Workshop
<input type="checkbox"/> 4	BAR	Barn	<input type="checkbox"/> 5	COR	Corrals	<input type="checkbox"/> 6	RV	RV Parking
<input type="checkbox"/> 7	ABG	Above Ground Pool	<input type="checkbox"/> 8	SPR	Lawn Sprinkler	<input type="checkbox"/> 9	CAB	Cabana
<input type="checkbox"/> 10	REG	Rear Entry Garage	<input type="checkbox"/> 11	SID	Side Entry Garage	<input type="checkbox"/> 12	STC	Storm Cellar
<input type="checkbox"/> 13	DDR	Double Driveway	<input type="checkbox"/> 14	CDE	Circular Driveway	<input type="checkbox"/> 15	OUT	Outdoor Kitchen
<input type="checkbox"/> 16	CUL	Cul-de-Sac	<input type="checkbox"/> 17	CNR	Corner Lot	<input type="checkbox"/> 18	WTV	Water View
<input type="checkbox"/> 19	FIR	Fire Pit	<input type="checkbox"/> 20	WS	Wood Stove	<input type="checkbox"/> 21	GEN	Generator
<input type="checkbox"/> 22	FLS	Full Lawn Sprinkler	<input type="checkbox"/> 23	PLS	Partial Lawn Sprinkler	<input type="checkbox"/> 24	3CD	3 Car Driveway
<input type="checkbox"/> 25	OTH	Other	<input checked="" type="checkbox"/> 26	GUT	Guttering			

O. PATIO/DECK

<input type="checkbox"/> 1	PRC	Covered Porch	<input type="checkbox"/> 2	SCR	Screen	<input type="checkbox"/> 3	ENC	Enclosed
<input checked="" type="checkbox"/> 4	OP	Open Patio	<input type="checkbox"/> 5	CP	Covered Patio	<input checked="" type="checkbox"/> 6	OD	Open Deck
<input type="checkbox"/> 7	CD	Covered Deck						

P. FENCING

<input type="checkbox"/> 1	CL	Chain Linked	<input type="checkbox"/> 2	WIR	Wire	<input checked="" type="checkbox"/> 3	WO	Wood
<input type="checkbox"/> 4	BRK	Brick	<input type="checkbox"/> 5	PT	Partial	<input type="checkbox"/> 6	XFN	Cross Fenced
<input type="checkbox"/> 7	WI	Wrought Iron	<input type="checkbox"/> 8	VIN	Vinyl	<input type="checkbox"/> 9	NO	None
<input type="checkbox"/> 10	OTH	Other						

Q. GAS

<input type="checkbox"/> 1	NT	Natural	<input type="checkbox"/> 2	PRO	Propane	<input checked="" type="checkbox"/> 3	No	None
----------------------------	----	---------	----------------------------	-----	---------	---------------------------------------	----	------

R. ELECTRICITY

<input type="checkbox"/> 1	CTY	City	<input checked="" type="checkbox"/> 2	PSO	Public Service OK	<input type="checkbox"/> 3	REC	Rural Electric Coop
<input type="checkbox"/> 4	CTN	Cotton Electric	<input type="checkbox"/> 5	CKE	CK Energy			

S. WATER

<input checked="" type="checkbox"/> 1	CTY	City	<input type="checkbox"/> 2	DIS	Rural District	<input type="checkbox"/> 3	COM	Community
<input type="checkbox"/> 4	WEL	Well	<input type="checkbox"/> 5	PVT	Private	<input type="checkbox"/> 6	NO	None

T. SEWER

<input checked="" type="checkbox"/> 1	CTY	City	<input type="checkbox"/> 2	SEP	Septic System	<input type="checkbox"/> 3	OXI	Oxidation Pond
<input type="checkbox"/> 4	COP	Comm. Oxid. Pond	<input type="checkbox"/> 5	AS	Aeration Septic	<input type="checkbox"/> 6	LL	Lateral Line
<input type="checkbox"/> 7	NO	None						

U. ROAD ACCESS

<input checked="" type="checkbox"/> 1	CTY	City Street	<input type="checkbox"/> 2	CRD	County Road	<input type="checkbox"/> 3	STA	State Road
<input type="checkbox"/> 4	HWY	U.S. Highway	<input type="checkbox"/> 5	LMA	Limited Access	<input type="checkbox"/> 6	PVT	Private
<input type="checkbox"/> 7	EAS	Easement	<input type="checkbox"/> 8	PAV	Paved	<input type="checkbox"/> 9	GRV	Gravel
<input type="checkbox"/> 10	CON	Concrete	<input type="checkbox"/> 11	DRT	Dirt	<input type="checkbox"/> 12	OT	Other

V. SAFETY FEATURES

<input type="checkbox"/> 1	CMD	Carbon Monoxide	<input type="checkbox"/> 2	SGA	Security Gate	<input type="checkbox"/> 3	SST	Security System
<input type="checkbox"/> 4	SMK	Smoke/Heat Alarm	<input type="checkbox"/> 5	SC	Storm Cellar	<input type="checkbox"/> 6	SR	Safe Room

W. POSSESSION

<input type="checkbox"/> 1	CC	Clear Credit	<input checked="" type="checkbox"/> 2	AC	At Closing	<input type="checkbox"/> 3	NEG	Negotiable
<input type="checkbox"/> 4	OT	Other						

X. OCCUPANT

<input type="checkbox"/> 1	OW	Owner	<input checked="" type="checkbox"/> 2	VAC	Vacant	<input type="checkbox"/> 3	TEN	Tenant
<input type="checkbox"/> 4	OT	Other						

Y. SHOWING INSTRUCTIONS

<input type="checkbox"/> 1	24 HR	24 Hour Notice	<input type="checkbox"/> 2	APP	Appointment	<input type="checkbox"/> 3	DOG	Beware of Dog
<input type="checkbox"/> 4	CAL	Call Lister	<input type="checkbox"/> 5	CNS	Call, No Answer, Show	<input type="checkbox"/> 6	KIO	Key in Office
<input type="checkbox"/> 7	KNS	Knock & Show	<input type="checkbox"/> 8	LMA	Lister Must Accompany	<input checked="" type="checkbox"/> 9	LB	Lock Box
<input type="checkbox"/> 10	NOS	No Sign	<input type="checkbox"/> 11	PET	Pets in House	<input checked="" type="checkbox"/> 12	VAC	Vacant
<input type="checkbox"/> 13	CMB	Combination Lock Box	<input type="checkbox"/> 14	1HR	1 Hour Notice	<input type="checkbox"/> 15	PIY	Pet in yard
<input type="checkbox"/> 16	AA	Active Alarm System	<input type="checkbox"/> 17	OT	Other	<input checked="" type="checkbox"/> 18	ST	ShowingTime

Z. BROKERAGE RELATIONSHIP

1 STN Standard 2 OTH Other

ZA. TERMS OF SALE

1 VA VA 2 FHA FHA 3 CON Conventional
4 ASM Assumption 5 OWN Owner Finance 6 CAS Cash
7 SS Short Sale 8 L/P Lease Purchase 9 VAC VA Compromise
10 CNU Conventional Uninsured 11 USD USDA/Rural Develop. 12 OTH Other

ZB. ACQUIRED PROPERTY

1 LEN Lender Owned 2 VA VA Acquired 3 HUD HUD Acquired

ZC. DOCUMENTS ON FILE

1 INS Inspection 2 APP Appraisal 3 LEA Copy of Leases
4 SEL Security Deposit 5 PHO Photos 6 ELE Elevation Certificate
7 SR Structural Report 8 SUR Survey 9 MIC Mtg. Inspections Cert.

ZE. INTERNET

1 DONT Do Not Transmit (If checked, must have owner's written permission.)

ZF. FIREPLACE

1 PRO Propane Gas 2 NAT Natural Gas 3 EL Electric
4 INS Insert 5 1+ More than One 6 EXT Exterior
7 WB Wood Burning 8 VENT Ventless 9 INT Interior
10 OT Other

ZG. CONDITION

1 REM Remodeled 2 ORG Original 3 ASIS As Is
4 UPD Updated

THE PROPERTY SHOPPE, LLC

BROKER (Company)



BROKER/ASSOCIATE (Signature) **JANIS FERGUSON**

Date

Lawton Urban Housing Authority

SELLER (Printed)

SELLER (Signature)

Date

SELLER (Printed)

SELLER (Signature)

Date

This information is deemed reliable, but not guaranteed.



SQUARE FOOTAGE ACKNOWLEDGEMENT AND DISCLOSED SOURCE



This Notice is provided by Janis Ferguson (Licensee) in accordance with Title 59 Oklahoma Statutes, Section 858-515-1 (“the Statute”), for the property located at 1914 NW Cherry Ave Lawton OK 73507.

House Bill 1598 Effective August 26, 2011

SECTION 1. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 858-515.1 of Title 59, unless there is created a duplication in numbering, reads as follows:

A. In connection with any real estate transaction, the size or area, in square footage or otherwise, of the subject property shall not be required to be provided by any real estate licensee, and if provided, shall not be considered any warranty or guarantee of the size or area information, in square footage or otherwise, of the subject property.

B. 1. If a real estate licensee provides any party to a real estate transaction with third-party information concerning the size or area, in square footage or otherwise, of the subject property involved in the transaction, the licensee shall identify the source of the information.

2. For the purposes of this subsection, “third-party information” means:

- a. an appraisal or any measurement information prepared by a licensed appraiser,**
- b. a survey or developer’s plan prepared by a licensed surveyor,**
- c. a tax assessor’s public record, or**
- d. a builder’s plan used to construct or market the property.**

C. A real estate licensee has no duty to the seller or purchaser of real property to conduct an independent investigation of the size or area, in square footage or otherwise, of a subject property, or to independently verify the accuracy of any third-party information as such term is defined in paragraph 2 of subsection B of this section.

D. A real estate licensee who has complied with the requirements of this section, as applicable, shall have no further duties to the seller or purchaser of real property regarding disclosed or undisclosed property size or area information, and shall not be subject to liability to any party for any damages sustained with regard to any conflicting measurements or opinions of size or area, including exemplary or punitive damages.

Wire Fraud and Cyber Crime

Notice

Electronic communications such as email, text messaging, wiring of funds, and social media messaging are neither secure nor confidential. Wire fraud in Real Estate is one of the fastest growing cyber crimes in the country, for the results can be very damaging.

How Does it Happen?

In Real Estate transactions, fraudsters assume the identity of the Real Estate Agent handling the sale or the Title and Closing Company. The criminals forge the person's email and other details that appear to be specific and authentic. Next, posing as the Real Estate or Title and Closing agent, the scammers send an email to the buyer providing wiring instructions to the criminal's bank account, not the Title or Closing Company's legitimate account.

Good Practice for Prevention!

Verify all email requests involving the wiring of funds or changes thereto by calling a verified phone number of the alleged sender and create a new email message by entering the recipient's email address from your trusted contacts. Phone numbers and email addresses in the email may be fraudulent.

A scam involving wire fraud begins with a fraudster finding its way into personal or business email accounts by way of phishing techniques. "Phishing" is when a hacker attempts to obtain personally sensitive information by way of phony emails, internet links or even phone calls in order to commit acts of fraud.

Any party involved in a Real Estate transaction is a potential target for hackers, including the Buyer, the Seller, the Real Estate Agent, the Lender and the Title and Closing Company. Criminals will either capture and use the victim's actual email account or create a fake email account closely resembling it to send out fraudulent wire transfer instructions. The criminal's intent is to divert the funds straight into their own accounts.

Seller Signature

Lawton Urban Housing Authority

Date

Buyer Signature

Date

Seller Signature

Date

Buyer Signature

Date

Additions/Alterations/Repairs	Yes	No
11. Are you aware of any additions being made without required permits?		
12. Are you aware of any previous foundation repairs?		
13. Are you aware of any alterations or repairs having been made to correct defects?		
14. Are you aware of any defect or condition affecting the interior or exterior walls, ceilings, roof structure, slab/foundation, basement/storm cellar, floors, windows, doors, fences or garage?		
15. Are you aware of the roof covering ever being repaired or replaced during your ownership of the property?		
16. Approximate age of roof covering, if known _____ number of layers, if known _____		
17. Do you know of any current defects with the roof covering?		
18. Are you aware of treatment for termite or wood-destroying organism infestation?		
19. Are you aware of a termite bait system installed on the property? If yes, annual cost \$_____		
20. Are you aware of any damage caused by termites or wood-destroying organisms?		
21. Are you aware of major fire, tornado, hail, earthquake or wind damage?		
22. Have you ever received payment on an insurance claim for damages to residential property and/or any improvements which were not repaired?		
23. Are you aware of defects pertaining to sewer, septic, lateral lines or aerobic system?		

Environmental	Yes	No
24. Are you aware of the presence of asbestos?		
25. Are you aware of the presence of radon gas?		
26. Have you tested for radon gas?		
27. Are you aware of the presence of lead-based paint?		
28. Have you tested for lead-based paint?		
29. Are you aware of any underground storage tanks on the property?		
30. Are you aware of the presence of a landfill on the property?		
31. Are you aware of the existence of hazardous or regulated materials and other conditions having an environmental impact?		
32. Are you aware of the existence of prior manufacturing of methamphetamine?		
33. Have you had the property inspected for mold?		
34. Are you aware of any remedial treatment for mold on the property?		
35. Are you aware of any condition on the property that would impair the health or safety of the occupants?		
36. Are you aware of any wells located on the property?		
37. Are you aware of any dams located on the property? If yes, are you responsible for the maintenance of that dam? <input type="checkbox"/> Yes <input type="checkbox"/> No		

Property Shared in Common, Easements, Homeowner's Associations and Legal	Yes	No
38. Are you aware of features of the property shared in common with the adjoining landowners, such as fences, driveways, and roads whose use or responsibility has an effect on the property?		
39. Other than utility easements serving the property, are you aware of any easements or right-of-ways affecting the property?		
40. Are you aware of encroachments affecting the property?		
41. Are you aware of a mandatory homeowner's association? Amount of dues \$_____ Special Assessment \$_____ Payable: (check one) <input type="checkbox"/> monthly <input type="checkbox"/> quarterly <input type="checkbox"/> annually Are there unpaid dues or assessments for the property? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, what is the amount? \$_____ Manager's Name _____ Phone Number _____		
42. Are you aware of any zoning, building code or setback requirement violations?		

Buyer's Initials _____ Seller's Initials _____ Initials are for acknowledgment purposes only

Property Shared in Common, Easements, Homeowner's Associations and Legal (Continued from page 3)		Yes	No
43. Are you aware of any notices from any government or government-sponsored agencies or any other entities affecting the property?			
44. Are you aware of any surface leases, including but not limited to agricultural, commercial or oil and gas?			
45. Are you aware of any filed litigation or lawsuits directly or indirectly affecting the property, including a foreclosure?			
46. Is the property located in a fire district which requires payment? If yes, amount of fee \$_____ Paid to Whom _____ Payable: (check one) <input type="checkbox"/> monthly <input type="checkbox"/> quarterly <input type="checkbox"/> annually			
47. Is the property located in a private utility district? Check applicable <input type="checkbox"/> Water <input type="checkbox"/> Garbage <input type="checkbox"/> Sewer <input type="checkbox"/> Other If other, explain _____ Initial membership fee \$_____ Annual membership fee \$_____ (if more than one utility attach additional pages)			

Miscellaneous		Yes	No
48. Are you aware of other defect(s) affecting the property not disclosed above?			
49. Are you aware of any other fees, leases, liens, dues or financed fixtures or improvements required on the property that you have not disclosed?			

If you answered **YES** to any of the items on pages 2-4, list the item number(s) and explain. If needed, attach additional pages with your signature(s), date(s) and location of the subject property.

On the date this form is signed, the seller states that based on seller's **CURRENT ACTUAL KNOWLEDGE** of the property, the information contained above is true and accurate.

Are there any additional pages attached to this disclosure? YES NO If yes, how many? _____

Seller's Signature Lawton Urban Housing Authority Date _____ **Seller's Signature** _____ **Date** _____

A real estate licensee has no duty to the Seller or the Purchaser to conduct an independent inspection of the property and has no duty to independently verify the accuracy or completeness of any statement made by the Seller in the disclosure statement.

The Purchaser understands that the disclosures given by the Seller on this statement are not a warranty of condition. The Purchaser is urged to carefully inspect the property, and, if desired, to have the property inspected by a licensed expert. For specific uses, restrictions and flood zone status, contact the local planning, zoning and/or engineering department. The Purchaser acknowledges that the Purchaser has read and received a signed copy of this statement. This completed acknowledgement should accompany an offer to purchase on the property identified. This is to advise that this disclosure statement is not valid after 180 days from the date completed by the Seller.

Purchaser's Signature Date _____ Purchaser's Signature _____ Date _____

The disclosure and disclaimer statement forms and the Oklahoma Residential Property Condition Disclosure Act information pamphlet are made available at the Oklahoma Real Estate Commission www.orec.ok.gov.

Buyer's Initials _____ **Seller's Initials** _____ Initials are for acknowledgment purposes only

My suggested list price \$ 139,000.



THE PROPERTY SHOPPE

Date: Aug 2025

SELLERS ESTIMATED EXPENCES

Prepared for:

LUHA

Notes:

* It is typical for a buyer to ask a seller to pay a portion or all of a buyer's closing costs. This is a item to negotiate

This is ONLY AN ESTIMATE

Prepared by: Janis Ferguson-Craig
The Property Shoppe, LLC
Real Estate Brokerage

Cell phone 580-678-8259

1601 SW Park Ridge Blvd, #201
Lawton OK. 73505

SIGN:

Property Address: 1914 NW Cherry

Price \$ 139,000

6%
SPLIT

Listing Commission 3% 4170.

Selling Commission 3% 4170.

Abstracting \$1000. 600. +/-

Mortgage Release Fee \$45 N/A

Prorated Tax to closing date: TBD

Documentary Stamps \$1.50 per \$1,000. 208.50

Home Warranty \$ negotiate this item

Appraisal re-inspection fee \$200 only if needed

Brokerage Fee \$495 495

Repairs per contract \$ To be determined

* Buyer charges paid by the seller \$ 6000.

Closing/Settlement fee \$300 150.

Processing Fee (Title Co) \$250 250.

Final Serach Fee (Title Co) \$100 100.

Other _____

Other _____

Total of Estimated Charges \$ 16,143.50

Total minus charges \$ _____

Seller's Payoff \$ _____

Total to Seller @ closing \$ 122,856.50

This is ONLY AN EXAMPLE

From: [Janis Ferguson-Craig](#)
To: [Charlotte Brown](#)
Cc: [Kristy Dement](#)
Subject: **{**EXTERNAL**}**--Listing Package 1914 NW Cherry
Date: Monday, August 4, 2025 12:57:24 PM
Attachments: [Professional Service Agreement-City of Lawton.pdf](#)
[Listing Agreement Package 1914 NW Cherry.pdf](#)

WARNING: This email is from outside of the City of Lawton network.

****DO NOT CLICK**** on links or open attachments unless you know the content is safe.

Hello Charlotte,

Please find the attached listing documents. The first one is your Professional Services Agreement. The second attachment is the listing package.

Listing agreement: I did not date the beginning date because that day has to be the exact day it hits the market. I will fill that in later. The date signing the paperwork can be signed right away.

Disclosure to the seller of brokerage duties: That form just explains my role.

Residential Data Form: This form will not be completed yet. This is my check list, it is what I will be looking for and filling out when entering this listing into my platforms like mls and other internet based broadcasts. You are asked to sign the back package acknowledging that I will be putting those things on the web.

Square footage acknowledgement and disclosure: I am not allowed to measure your home, and when I quote square footage in my advertising this paper will be given to interested parties to disclose to them where I came up with my measurements.

Wire Fraud form is just to caution sellers/buyers that these things can happen and be careful.

Residential Property Condition Disclosure Statement: This form is important and please fill it out to the best of your ability. If you have extra information feel free to add it with additional pages. If you do not know about an item, just explain that you do not know.

Lead Based Paint: Since this home was built prior to 1976 we must disclose if you are aware of lead based paint. I checked the box that you are not aware of. If I am wrong and you do know of lead based paint then please mark that out and fill it out accordingly and attach any additional information.

Seller's Estimated Net Sheet with Broker's suggested list price: This is an example of how things may go. Once we get an offer I will do another net sheet per that offer so that you know exactly what the bottom line will be. It is required by the Oklahoma Real Estate Commission that we give you an example of your estimated closing costs so we ask that you sign this form. You are not agreeing to it, you are just acknowledging that I gave you an example.

This should cover it. I am looking forward to working with you on this home. I will work very hard using the best technology and photography possible. I have years of experience behind me and I am well qualified for this job and I am aiming for exceptional results.

Let me know if you have any questions!

Respectfully & Sincerely Janis

THE PROPERTY SHOPPE
REAL ESTATE BROKERAGE

JANIS FERGUSON-CRAIG
BROKER/OWNER

1601 SW Park Ridge Blvd, Suite 201

Lawton OK, 73505

Office 580-360-3435

Cell 580-678-8259

janis.g.ferguson@gmail.com

www.thepropertyshopok.com

PROFESSIONAL SERVICES AGREEMENT
Between
Lawton Urban Homesteading Authority
And
Janis Ferguson, THE PROPERTY SHOPPE, LLC

This Professional Services Agreement (“Agreement”) is entered into on this ___ day of _____, 2025, by and between the **Lawton Urban Homesteading Authority**, a municipal authority of the City of Lawton, a municipal corporation organized under the laws of the State of Oklahoma (hereinafter “Authority”), and **Linda Mask**, an individual licensed real estate agent or real estate brokerage company (hereinafter “Agent”).

1. Purpose

The Authority engages the Agent to act as its exclusive listing agent for the marketing and sale of the residential property located at **1914 NW Cherry Avenue also known as Lot 11, Block 14, Liberty Heights Addition**, Lawton, Oklahoma (hereinafter the “Property”).

2. Scope of Services

The Agent agrees to perform the following services:

- a. List the Property on the Multiple Listing Service (MLS) and other appropriate platforms.
- b. Market and promote the Property using industry-standard practices.
- c. Coordinate and conduct property showings.
- d. Advise the Authority on offers received, including negotiation support.
- e. Prepare or assist in preparing real estate contracts and required disclosures.
- f. Facilitate closing and ensure timely execution of all necessary documents.
- g. Represent the Authority’s interests in accordance with all applicable laws, regulations, and ethical standards.

3. Term and Termination

This Agreement shall commence on the date above and shall remain in effect for a period of **six (6) months**, unless earlier terminated by either party upon **thirty (30) days'** written notice.

4. Compensation

The Agent shall be compensated upon successful closing of the sale of the Property. The Authority agrees to pay a commission of **6%** of the final sale price, which shall be split with the buyer’s agent if applicable. This commission will be paid from the proceeds at closing.

No compensation shall be due if the property is not sold during the term of this Agreement, unless a sale is consummated with a party that was introduced to the Property during the term and within **90 days** after expiration.

5. Independent Contractor

The Agent is an independent contractor and not an employee, officer, or agent of the Authority. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employment relationship.

6. Licensing and Compliance

The Agent represents and warrants that they are duly licensed to practice real estate in the State of Oklahoma and shall maintain such licensure in good standing during the term of this Agreement.

7. Insurance

The Agent shall maintain professional liability (errors and omissions) insurance in a commercially reasonable amount throughout the term of this Agreement and shall provide proof of such insurance upon request.

8. Indemnification

The Agent agrees to indemnify, defend, and hold harmless the Authority, its officers, employees, and agents from any and all claims, losses, liabilities, and expenses arising out of or related to the Agent's performance of services under this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Authority.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. Venue for any legal action arising out of this Agreement shall be in Comanche County, Oklahoma.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written representations or agreements.

11. Amendments

Any amendments or modifications to this Agreement shall be in writing and signed by authorized representatives of both parties.

12. Notice

All notices required under this Agreement shall be in writing and delivered to:

Authority

Attn: [Charlotte Brown, Community Enrichment Deputy Director]

212 SW 9th Street
Lawton, OK 73501

THE PROPERTY SHOPPE, LLC

Attn: Janis Ferguson
1601 SW Parkridge Blvd, Suite 201
Lawton, Ok 73505
(580) 678-8259
janis.g.ferguson@gmail.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Lawton Urban Homesteading Authority

By: _____
Name: _____
Title: _____
Date: _____

THE PROPERTY SHOPPE, LLC

By: _____
Name: _____
Title: _____
Date: _____