

# REAL ESTATE AUCTION

**36 +/- Acres In Parcels - Recreation Land**

**FRI. SEPTEMBER 6th @ 2PM**



**OYSTER RD, ALLIANCE, OH 44601**

**MAHONING CO - ALLIANCE , OH - SMITH TWP  
PARCEL # 16-107-0-001.00-0, # 16-107-0-002.00-0**

REAL ESTATE AUCTION - Friday September 6th @ 2pm. 36 +/- Acres in 2 parcels Located in Smith Township, Mahoning County 5 miles North East of Alliance OH. Recreation Land, Wooded with Several Ponds. NO Zoning. All Existing Mineral Rights to Transfer. LIVE On-Site Bidding with On-Line Bidding Available. Visit our Website OR Call for the Bidders Information Packet with complete terms of Sale. From Alliance OH take SR 225 North to Armour Street NE then East to Oyster Road and property. Watch for Dutton Auction signs posted. TERMS ON REAL ESTATE: \$6,500 down day of sale for parcel #1 and \$4,500 down day of sale for parcel #2 or within 72 hours if bidding online, balance due at closing. A 10% buyer's premium will be added to the highest bid to establish the purchase price. Any desired inspections must be made prior to bidding. All information contained herein was derived from sources believed to be correct. Information is believed to be accurate but not guaranteed.

**OPEN: 8/30 (12-2) and Auction Day 9/6 (12-2)**

**kww** LEGACY  
GROUP REALTY  
KELLERWILLIAMS.

**330.879.5000**  
[www.DuttonAuctions.com](http://www.DuttonAuctions.com)  
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Mahoning County – Alliance, OH – Smith Twp

36 +/- Acres in Parcels – Recreation Land

Mineral Rights Transfer

**Live Onsite Bidding September 6th @ 2pm**

**ONLINE BIDDING @ [www.DuttonAuctions.com](http://www.DuttonAuctions.com)**

1. **MLS Information**
2. **Disclaimer and Agency Disclosure**
3. **Mahoning County Auditor Cards & Tax Info**
4. **Property Maps / Aerial Maps**
5. **Preliminary Commitment of Title**
6. **Auction Purchase Agreement**
7. **Buyer Broker Participation**
8. **Bidder's Statement**
9. **Terms of Sale**



KELLERWILLIAMS  
**LEGACY GROUP REALTY**

COMMITTED TO EXCELLENCE

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## **SECTION 1**

## **MLS INFORMATION**

DUTTON REAL ESTATE AUCTIONS

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 INTEGRITY..DEDICATION..COMMITMENT



## Oyster Rd, Alliance, OH 44601

MLS#: **5058387** Prop Type: **Land and Lots** List Price: **\$0(Auc)**  
 Status: **Active** Sub Type: **Unimproved Land** DOM/CDOM: **23/23**  
 Recent: **08/01/2024 : New Listing**



List Dt Rec: **08/01/2024** List Date: **07/22/2024**  
 Lot #: Contg Dt:  
 Unit: Pend Dt:  
 County: **Mahoning** Off Mkt Dt:  
 Close Dt:  
 Exp Dt:  
 Parcel ID: **TX 16-107-0-001.00-0 16-107-0-002.00-0**  
 Twp: **Smith Twp**  
 Subdiv:  
 School Dist: **West Branch LSD - 5012**  
 \$/Acre: **\$0.00**

Directions: **From Alliance OH take SR 225 North to Armour Street NE then East to Oyster Road and property. Watch for Dutton Auction signs posted.**

Land Lease: **No Monthly Lot Rent**

### Legal/Taxes

Taxes: **\$1,184** Tax Year: **2023** Assessment: **No** Homestead: **No**  
 Legal: **SEC 18**

### Features

Waterfront: Lot Dim: Lot Sz Src: **Auditors Website**  
 # Lots: **2** Front Feet: Lot Sz Acre: **36.00** Divisible:  
 Association: **No**  
 Water: **None** Sewer: **None**  
 Parking: **Off Street, Unpaved**  
 Lot Features: **Wooded/Treed**  
 Road Front: **County Road**  
 View Desc: **Trees/Woods**  
 Topography: **Flat, Rolling, Wooded**  
 Natural Rsrc: **Mineral**

Remarks: **REAL ESTATE AUCTION - Friday September 6th @ 2pm. 36 + / - Acres in 2 parcels Located in Smith Township, Mahoning County 5 miles North East of Alliance OH. Recreation Land, Wooded with Several Ponds. NO Zoning. All Existing Mineral Rights to Transfer. LIVE On-Site Bidding with On-Line Bidding Available. Visit our Website OR Call for the Bidders Information Packet with complete terms of Sale. From Alliance OH take SR 225 North to Armour Street NE then East to Oyster Road and property. Watch for Dutton Auction signs posted.**

### Agent/Broker Info

List Agent: [Jack C Davis \(C2014002483\)](mailto:jcdavis28@gmail.com) List Office: [Keller Williams Legacy Group Realty \(C75759\)](https://www.kellerwilliams.com)  
 Contact #: **330-703-1750** Office Phone: **330-433-6005**  
 LA Email: [jcdavis28@gmail.com](mailto:jcdavis28@gmail.com) Office Fax: **330-433-6010**  
 LA License #: **OH SAL.2014002483** Brokerage Lic:  
 Attrib Cnt: [jcdavis28@gmail.com](mailto:jcdavis28@gmail.com) **330-703-1750**  
 Waived Agt: **No**

### Showing

Electronic Lock Box: **No** Serial #: **Listing Agent**  
 Showing Contact: **330-879-5000** Type:  
 Showing Rqmts: **Call Listing Agent**  
 Showing Remarks: **Visit duttonauctions.com or call 330-879-5000 for aerial maps, walk the property at your convenience.**  
 Show Address to Client: **Yes**  
 Agent Safety: **Vacant**

### Distribution

Internet Listing Y/N: **Yes - No AVM** Internet Address Y/N: **Yes** Internet Consumer Comm Y/N: **No**

### Listing/Contract Info

Owner Name: Owner Phone: Owner Agent: **No** Warranty:  
 Listing Agreement: **Exclusive Right To Sell** Listing Service: **Full Service**  
 Listing Contract Date: **07/22/2024** Expiration Date: Purchase Contract Date:  
 Possession: **Time of Transfer** Orig List Price: **\$0**  
 Special Listing Conditions: **Auction**  
 Online Bidding: **No** [www.duttonauctions.com](http://www.duttonauctions.com)  
 Auct Date: **09/06/2024** Auct Time: **2:00PM-3:00PM**  
 List Terms: **Cash, Conventional**

Broker Remarks: **TERMS ON REAL ESTATE: \$6,500 down day of sale for parcel#1 and \$4,500 down day of sale for parcel#2 or within 72 hours if bidding online, balance due at closing. A 10% buyer's premium will be added to the highest bid to establish the purchase price. Any desired inspections must be made prior to bidding. All information contained herein was derived from sources believed to be correct. Information is believed to be accurate but not guaranteed. Call or Visit our**



Prepared By: Jared E. Dutton Information is Believed To Be Accurate But Not Guaranteed Date Printed: 08/14/2024 02:10 PM  
 Listing information is derived from various sources, including public records, which may not be accurate. Consumers should rely upon their own investigation and inspections.

MLS: 5058387 [Oyster Rd, Alliance, OH 44601](#)

**Owner Information**

Owner Name:	<b>Esporite Sondra</b>	Tax Billing Address:	<b>1088 Applegrove St NE</b>
Tax Billing City & State:	<b>Canton Oh</b>	Tax Billing Zip:	<b>44721</b>
Tax Billing Zip+4:	<b>2001</b>		

**Location Information**

School District:	<b>West Branch LSD</b>	Census Tract:	<b>813000</b>
Township:	<b>Smith Twp</b>	Neighborhood Code:	<b>SMITH TOWNSHIP</b>
Topography:	<b>FLAT/LEVEL</b>		

**Tax Information**

APN:	<b>16-107-0-001.00-0</b>	Lot #:	<b>18</b>
Tax Area:	<b>16</b>		
Legal Description:	<b>SEC 18</b>		

**Assessment & Taxes**

Assessment Year	2023	2022	2021
Assessed Value - Total	<b>\$25,700</b>	<b>\$20,560</b>	<b>\$20,560</b>
Assessed Value - Land	<b>\$25,700</b>	<b>\$20,560</b>	<b>\$20,560</b>
YOY Assessed Change (\$)	<b>\$5,140</b>	<b>\$</b>	
YOY Assessed Change (%)	<b>25%</b>	<b>0%</b>	
Market Value - Total	<b>\$73,420</b>	<b>\$58,740</b>	<b>\$58,740</b>
Market Value - Land	<b>\$73,420</b>	<b>\$58,740</b>	<b>\$58,740</b>
Tax Year	<b>2023</b>	<b>2022</b>	<b>2021</b>
Total Tax	<b>\$931.98</b>	<b>\$830.22</b>	<b>\$831.20</b>
Change (\$)	<b>\$102</b>	<b>-\$1</b>	
Change (%)	<b>12%</b>	<b>0%</b>	

**Characteristics**

County Land Use:	<b>Agricultural</b>	State Use:	<b>Agric Vac Land</b>
Universal Land Use:	<b>Agricultural Land</b>	Lot Area:	<b>1,306,800</b>
Lot Acres:	<b>30.000</b>	Garage Capacity:	<b>0</b>
Garage Capacity:	<b>0</b>	Topography:	<b>FLAT/LEVEL</b>
Electric Service Type:	<b>TYPE UNKNOWN</b>	Road Type:	<b>Paved</b>

**Estimated Value**

**Unimproved Land** Acres: **36.00** \$**0**



Map location



View of local wilderness



View of street





View of street



View of landscape



View of landscape



View of water feature



Other



View of nature



View of local wilderness



Other



View of details

Information is Believed To Be Accurate But Not Guaranteed

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## **SECTION 2**

### **DISCLAIMER AND AGENCY DISCLOSURE**

DUTTON REAL ESTATE AUCTIONS

4974 Higbee Ave. N.W. .

Canton, OH 44718

330.879.5000 – [www.DuttonAuctions.com](http://www.DuttonAuctions.com)

**DISCLAIMER:** 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 Keller Williams Commercial, Broker and Jared Dutton, Auctioneer or being known as “Marketing Group” for the Property. The information included herein is believed to be correct, but it is not guaranteed; some of the information furnished is from outside sources deemed to be reliable but is not certified as accurate by the Marketing Group.

All the information contained herein subject to corrections, errors and omissions. All offers must be based on the offeror’s own investigation of the property herein and not on any representation made by the Marketing Group or any other party. Neither SELLER nor the Marketing Group, makes any representation or warranty, express or implied, with respect to the property identified herein, and the property is being sold in an “AS-IS, WHERE-IS, WITH ALL FAULTS” condition except as specifically stated in the Purchase & Sale Agreement.

All prospective purchasers are specifically advised to refrain from exclusive 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 this property. This sale is being conducted subject to the Terms of Sale and the Purchase & Sale Agreement. ALL ACREAGE, SQUARE FOOTAGE AND DIMENSIONS ARE APPROXIMATE. This offering may be withdrawn, modified, or canceled without notice at any time. This property is subject to prior sale. This is not solicitation or offering to residents of any state or jurisdiction where prohibited by law.

**AGENCY DISCLOSURE:** Keller Williams Legacy Realty Group, Jack Davis, Auctioneer, and all other licensees associated with the auctioneers represent the SELLERS in the sale of this property.

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## **SECTION 3**

### **MAHONING COUNTY AUDITOR'S CARDS & TAX INFO**

DUTTON REAL ESTATE AUCTIONS

4974 Higbee Ave. N.W.

Canton, OH 44718

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Property Information		
Property Number	16-107-0-001.00-0	Property Address: OYSTER RD
Owner Name	ESPORITE SONDR A ETAL	
Owner Address	1088 APPL EGROVE RD N E N CANTON OH 44721	
Tax Set	16 SMITH TWP WEST BRANCH SD	
School District	5012 WEST BRANCH LSD	
Neighborhood	10000 Smith Township	
Use Code	100 Agr Vacant Lot	
Acres	30.00000	
Description		
SEC 18		ESPORITE SONDR A ETAL 1088 APPL EGROVE RD N E N CANTON OH 44721 USA

Assessment Info		Current Value		Recent Transfer	
Board of Revision	N	Mkt Land Value	\$73,420	Valid Sale	N
Homestead/Disability	N	CAUV	\$0	# Parcels	2
Owner Occupied	N	Mkt Impr Value	\$0	Deed Type	
Divided Property	N	Total	\$73,420	Amount	\$0
New Construction	N	<b>Current Tax</b>		Sale Date	11/4/1988
Foreclosure	N	Annual Tax *	\$931.98	Conveyance	0
Other Assessments	N	Paid **	\$931.98	Deed #	
Front Ft.	0	Delq	\$0.00		

<< Previous Card    Card 1 of 0    Next Card >>


Land							
Land Type	Acres	Square Ft.	Actual Frontage	Eff. Frontage	Depth	No Of Units	Value
AORow	.79000	0	.00000	.00000		0	\$0
ASSubTotal	29.21000	0	.00000	.00000		0	\$73,420

**CAUV Land**  
No CAUV Land On This Property

Card - 1

Improvements					
IMPR Type	Description	Area	Length	Width	Year Built
No Improvements Found					

Card - 1

Property Sketch and Photos -- Card 1	
<b>Property Sketch</b>	
	

Property Information					
Property Number	16-107-0-002.00-0			Property Address:	
Owner Name	ESPORITE SONDRAL ETAL			OYSTER RD	
Owner Address	1088 APPLGROVE RD N.E. NORTH CANTON OH 44721			Tax Payer Address: ESPORITE SONDRAL ETAL 1088 APPLGROVE RD N.E. NORTH CANTON OH 44721 USA	
Tax Set	16 SMITH TWP WEST BRANCH SD				
School District	5012 WEST BRANCH LSD				
Neighborhood	10000 Smith Township				
Use Code	501 Unplatted 0 - 9.99 Acre				
Acres	6.00000				
Description					
SEC 18					
Assessment Info		Current Value		Recent Transfer	
Board of Revision	N	Mkt Land Value	\$19,860	Valid Sale	N
Homestead/Disability	N	CAUV	\$0	# Parcels	2
Owner Occupied	N	Mkt Impr Value	\$0	Deed Type	
Divided Property	N	Total	\$19,860	Amount	\$0
New Construction	N	Current Tax		Sale Date	11/4/1988
Foreclosure	N	Annual Tax *	\$252.04	Conveyance	0
Other Assessments	N	Paid **	\$252.04	Deed #	
Front Ft.	0	Delq	\$0.00		
<< Previous Card    Card 1 of 0    Next Card >>					

Land							
Land Type	Acres	Square Ft.	Actual Frontage	Eff. Frontage	Depth	No Of Units	Value
AORow	.14000	0	.00000	.00000		0	\$0
ASSubTotal	5.86000	0	.00000	.00000		0	\$19,860

CAUV Land  
No CAUV Land On This Property

Card - 1

Improvements					
IMPR Type	Description	Area	Length	Width	Year Built
No Improvements Found					

Card - 1

Property Sketch and Photos -- Card 1

Property Sketch
<div style="border: 1px solid gray; width: 100%; height: 100%; display: flex; align-items: center; justify-content: center;"> </div>

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## **SECTION 4**

**PROPERTY MAPS**

**AERIAL MAPS**

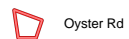
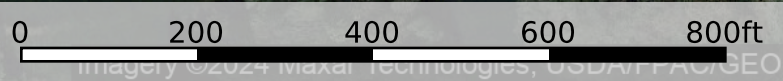
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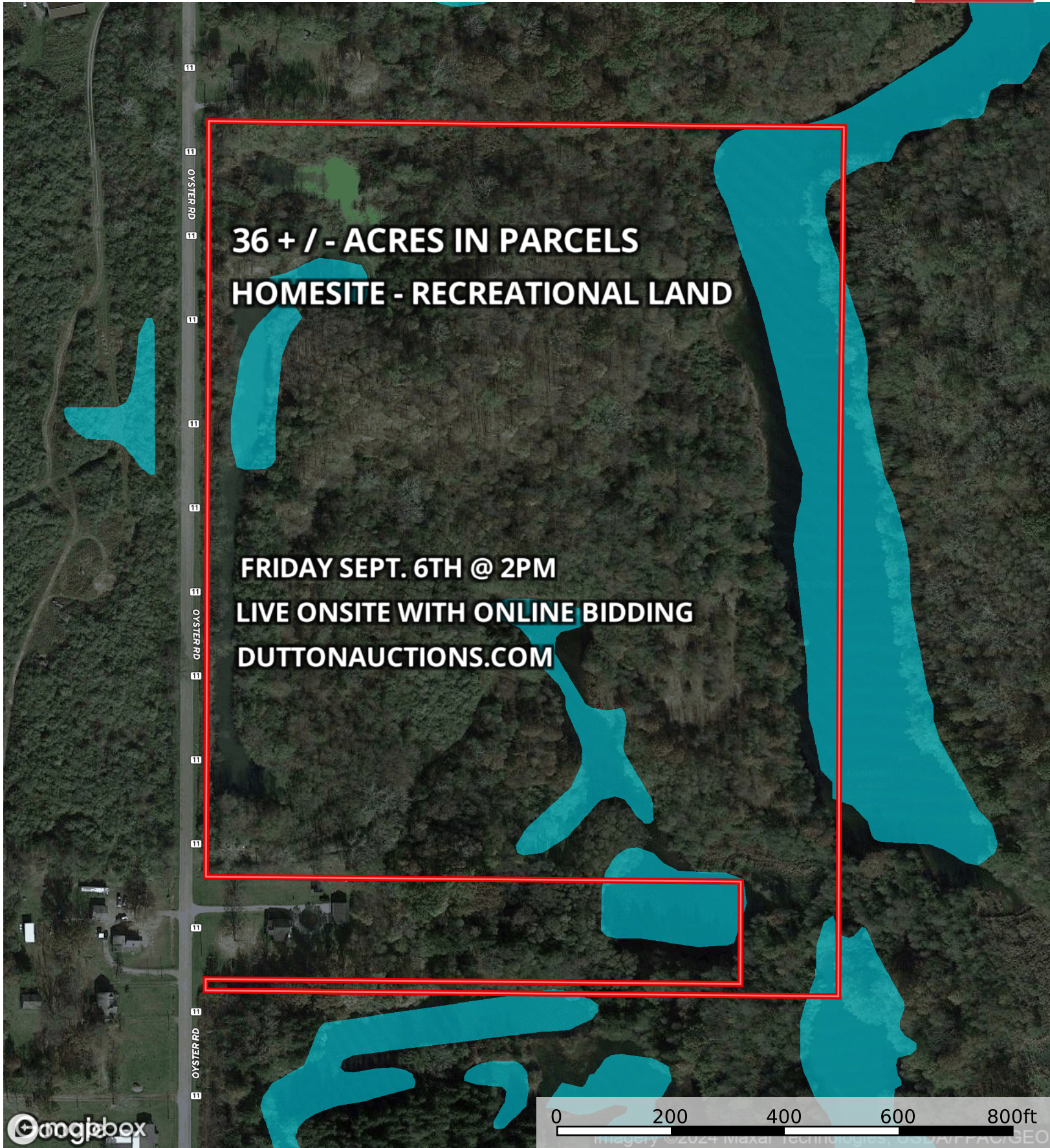
Canton, OH 44718

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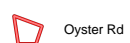
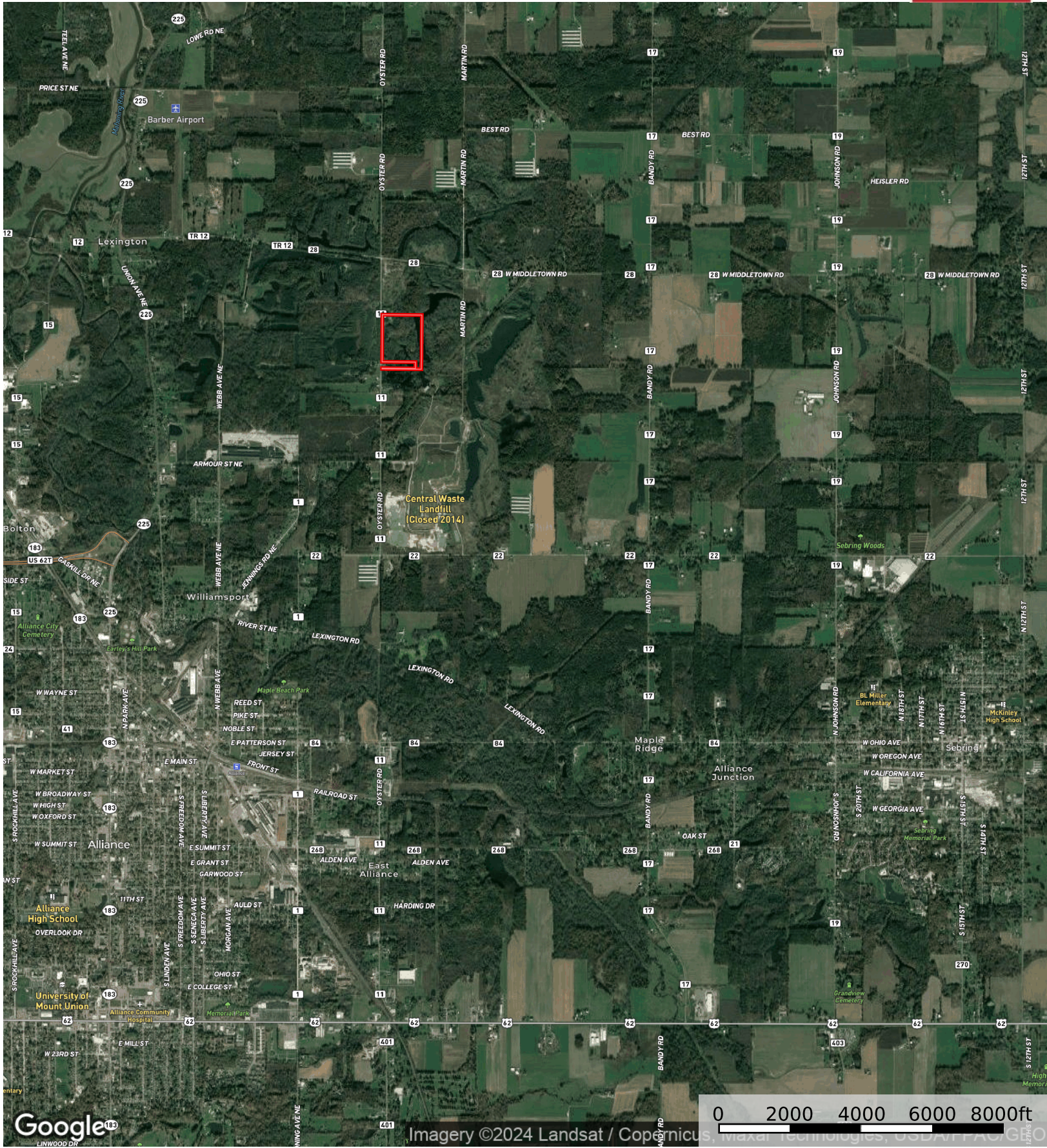




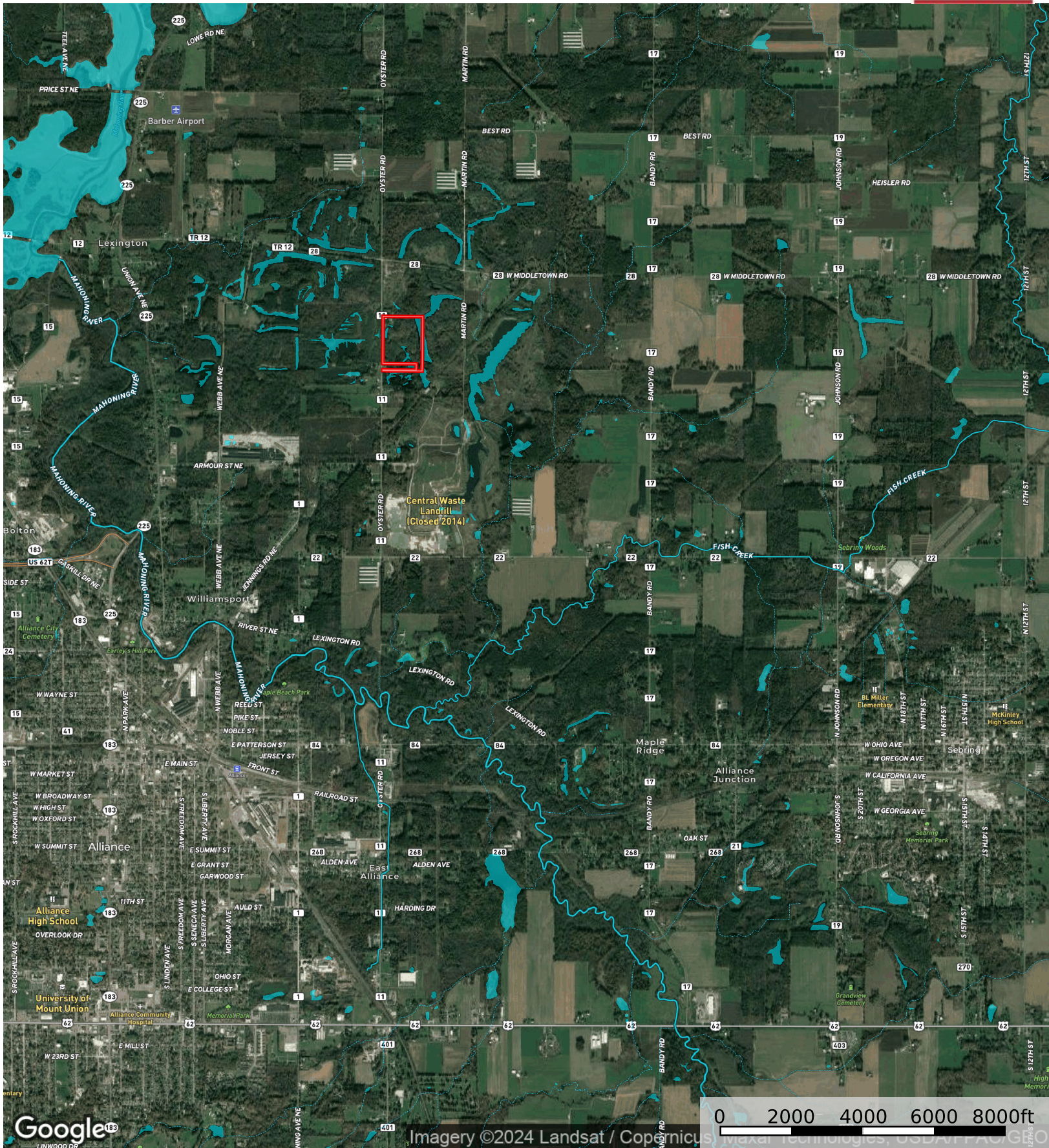
0 200 400 600 800ft

- Oyster Rd
- Stream, Intermittent
- River/Creek
- Water Body

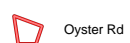
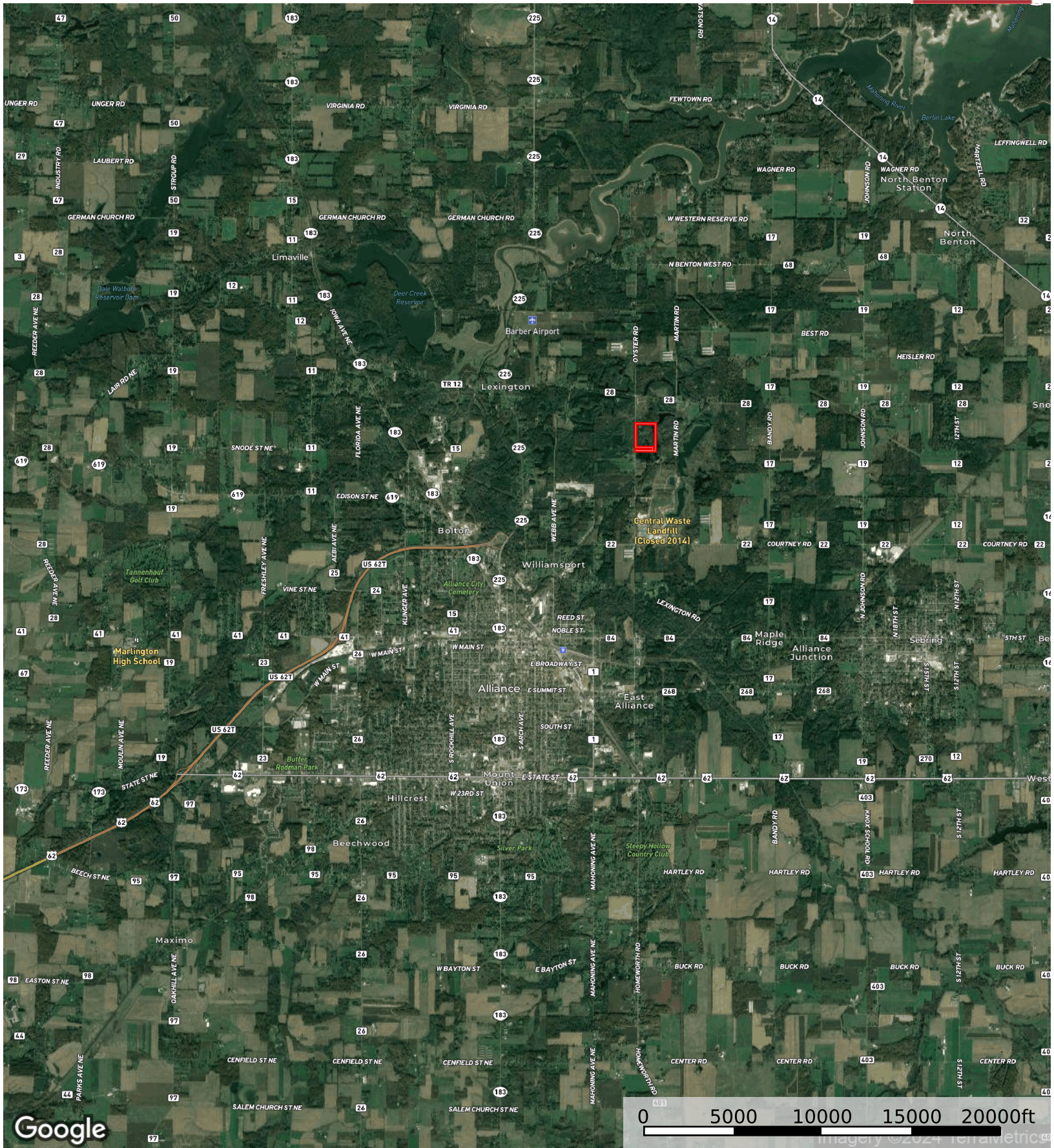












Oyster Rd



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## **SECTION 5**

### **PRELIMINARY COMMITMENT OF TITLE**

DUTTON REAL ESTATE AUCTIONS  
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Canton, OH 44718  
330.879.5000 – [www.DuttonAuctions.com](http://www.DuttonAuctions.com)



## ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.


If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

  
Authorized Countersignature

Cornerstone Real Estate Title Company, LTD  
825 South Main Street  
North Canton, OH 44720  
(330) 433-6800



  
Frederick H. Eppinger  
President and CEO

  
David Hisey  
Secretary

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I - Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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File No. 2024-0283

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <<http://www.alta.org/arbitration>>.

**STEWART TITLE GUARANTY COMPANY**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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File No. 2024-0283

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 3 of 3



# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## *Transaction Identification Data for reference only:*

Issuing Agent: Cornerstone Real Estate Title Company, LTD  
Issuing Office: 825 South Main Street, North Canton, OH 44720  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number: 2024-0283  
Issuing Office File Number: 2024-0283  
Property Address: 0 Oyster Rd., Alliance, OH 44601  
Revision Number: 1

1. **Commitment Date:** July 25, 2024 at 8:00 A.M.

2. <b>Policy to be issued:</b>	<b>Proposed Policy Amount</b>
(a) 2006 ALTA Owner's Policy Standard	\$TBD
Proposed Insured: <b>To be determined</b>	
(b) 2006 ALTA Loan Policy Standard	\$TBD
Proposed Insured: <b>To be determined</b>	

3. **The estate or interest in the Land described or referred to in this Commitment is:**

Fee Simple

4. **The Title is, at the Commitment Date, vested in:**

Sondra Esprite, Nancy L. Lenarz and Susan K. Hays, by virtue of a Certificate of Transfer recorded November 4, 1988 in [OR Volume 754, Page 98](#) of the Mahoning County Records.

5. **The Land is described as follows:**

Needs New Survey to Transfer

STEWART TITLE GUARANTY COMPANY

  
Authorized Countersignature

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File No. 2024-0283

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 1



# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Requirements

File No.: 2024-0283- Revision No. 1

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Show that restrictions or restrictive covenants have not been violated.
6. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be issued.
7. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with the improvements erected or to be erected.
8. Pay all general and special taxes now due and payable including the following: none.
9. Payment at closing of title insurance and closing costs/expenses.
10. If applicable, appropriate entity resolution(s) from seller/grantor authorizing the conveyance and each/any signatory to the general warranty deed to the insured.
11. If applicable, appropriate entity resolution(s) from borrower/mortgagor authorizing the conveyance of the mortgage interest and each/any signatory to the mortgage to be insured.
12. Record instrument conveying or encumbering the estate or interest to be insured, briefly described:
  - a. General Warranty Deed from Sondra Esporite, Nancy L. Lenarz, and Susan K. Hays, to TBD
  - b. Mortgage from TBD to TBD

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File No. 2024-0283

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 1



# ALTA COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### Exceptions

File No.: 2024-0283- Revision No. 1

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachments, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage of area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the public records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. The following exception will appear in any loan policy to be issued pursuant to this Commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
9. Taxes are \$465.99 per Half  
Parcel No. 16-107-0-001-00-00  
Taxes for the Full Year of 2023 are Paid. Taxes for the First Half of 2024 and thereafter are a lien, but not yet due and payable.

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File No. 2024-0283

OH ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 2





# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Exceptions

10. Taxes are \$126.02 per Half  
Parcel No. 16-107-0-002-00-00  
Taxes for the Full Year of 2023 are Paid. Taxes for the First Half of 2024 and thereafter are a lien, but not yet due and payable.
11. Assessments, if any, which have not yet been certified to County Auditor for collection (figures are based on the last available tax duplicate)
12. Mining Lease and all other matters by and between Olin W. Abbuhl and Thomas W. Edwards III, Trustee recorded in [Volume 132, Page 615](#) of the Mahoning County Records.
13. Mining Lease and all other matters by and between Ruth A. Abbuhl and Thomas W. Edwards III, Trustee recorded in [Volume 132, Page 620](#) of the Mahoning County Records.
14. Lease Agreement and all other matters by and between Joseph Fobean and Thomas W. Edwards III, Trustee U/A with Olin W. Abbuhl, Olin Abbuhl and Alverna Abbuhl dated November 25, 1959 recorded in [Volume 139, Page 678](#) of the Mahoning County Records.
15. Oil and Gas Lease and all other matters by and between O.W. Abbuhl and TM Resources recorded August 13, 1980 in [Volume 197, Page 615](#) of the Mahoning County Records.
16. Oil and Gas Lease and all other matters by and between Sondra Esporite, Nancy Lenarz and Susan Hays, Co-Administrators W.W.A. to the estate of O.W. Abbuhl and Belden & Blake Corporation recorded April 6, 1988 in [Volume 628, Page 310](#) of the Mahoning County Records.
17. Further subject to all Covenants, Conditions, Restrictions, Reservations and Encumbrances of record and further subject to applicable zoning and all legal highways

NOTE: These exceptions omit any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. sec. 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. sec. 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

NO FURTHER EXAMINATION HAS OCCURRED ON ANY EASEMENTS, RIGHT-OF-WAYS AND/OR LEASES.

NOTE: Delinquent sewer bills, water bills, charges for weed cutting, cleaning up trash and other nuisance abatement charges may become a lien on the real estate. No liability is assumed by the Company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these charges, if any.

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File No. 2024-0283

OH ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

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**STEWART INFORMATION SERVICES CORPORATION**  
**Updated August 29, 2023**  
**GRAMM LEACH BLILEY PRIVACY NOTICE**

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our" "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your personal information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depend on the product or service you have requested.

**Stewart may collect the following categories of personal and financial information from you throughout your transaction:**

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier or other similar identifiers;
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

**Stewart may collect personal information about you from:**

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

**Stewart may use your personal information for the following purposes:**

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

**Stewart may use or disclose the personal information we collect for one or more of the following purposes:**

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customer or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- k. Auditing for compliance with federal and state laws, rules and regulations.
- l. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as an on going transaction or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

### **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c. Stewart's affiliated and subsidiary companies.
- d. Parties involved in litigation and attorneys, as required by law.
- e. Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- f. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

### **Right to Limit Use of Your Personal Information**

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to [OptOut@stewart.com](mailto:OptOut@stewart.com), or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

### **How Stewart Protects Your Personal Information**

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

### **Contact Information**

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270  
**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056

## STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority owned subsidiary companies (collectively, "Stewart", "our" "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

### **Personal and Sensitive Personal Information Stewart Collects**

Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

- A. Identifiers.** A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.
- B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).** A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.
- C. Protected classification characteristics under California or federal law.** Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.
- D. Commercial information.** Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- E. Internet or other similar network activity.** Browsing history, search history, information on a consumer's interaction with a website, application or advertisement.
- F. Geolocation data.** Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:
  - Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
  - Directly and indirectly from activity on Stewart's website or other applications.
  - From third parties that interact with Stewart in connection with the services we provide.

### **Use of Personal and Sensitive Personal Information**

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.

- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

**Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information.

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Internet or other similar network activity
- Category F: Non-public education information

**A. Your Consumer Rights and Choices Under CCPA and CPRA**

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

**i. Access to Specific Information and Data Portability Rights**

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart’s business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

**ii. Deletion Request Rights**

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our

service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.)
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

### **iii. Opt-Out of Information Sharing and Selling**

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

### **iv. Correction of Inaccurate Information**

You have the right to request that Stewart correct any inaccurate personal information maintained about you.

### **v. Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

### **Exercising Your Rights Under CCPA and CPRA**

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below.

1. Emailing us at [OptOut@stewart.com](mailto:OptOut@stewart.com) or
2. <https://www.stewart.com/en/quick-links/ccpa-request.html>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

### **Response Timing and Format**

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

### **Non-Discrimination**

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you with a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

### **Record Retention**

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

### **Changes to This CCPA Notice**

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

### **Link to Privacy Notice**

<https://www.stewart.com/en/privacy.html>

### **Contact Information**

Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056



## STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

### WHAT DO/DOES THE Cornerstone Real Estate Title Company, LTD DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Cornerstone Real Estate Title Company, LTD, and its affiliates (" N/A "), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Cornerstone Real Estate Title Company, LTD, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### Sharing practices

<b>How often do/does Cornerstone Real Estate Title Company, LTD notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do/does Cornerstone Real Estate Title Company, LTD protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
<b>How do/does Cornerstone Real Estate Title Company, LTD collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• request insurance-related services</li> <li>• provide such information to us</li> </ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

### Contact Us

If you have any questions about this privacy notice, please contact us at: Cornerstone Real Estate Title Company, LTD, 825 South Main Street, North Canton, OH 44720

# **REAL ESTATE AUCTION**

Mahoning County – Alliance, OH – Smith Twp

36 +/- Acres in Parcels – Recreation Land

Mineral Rights Transfer

**Live Onsite Bidding September 6th @ 2pm**

**ONLINE BIDDING @ [www.DuttonAuctions.com](http://www.DuttonAuctions.com)**

## **SECTION 6**

# **AUCTION PURCHASE AGREEMENT**

DUTTON REAL ESTATE AUCTIONS

4974 Higbee Ave. N.W.

Canton, OH 44718

330.879.5000 – [www.DuttonAuctions.com](http://www.DuttonAuctions.com)

**REAL ESTATE AUCTION PURCHASE CONTRACT 9/6/24**

**The undersigned PURCHASER(s) hereby agree(s) to Purchase Real Estate  
Situated in State of Ohio, County of Mahoning, City of Alliance, Twp of Smith  
Being known as: Oyster Rd, Alliance OH, 44601  
PPN: #16-107-0-001.00-0, #16-107-0-002.00-0**

Property to be conveyed, "AS IS", subject to all zoning laws and ordinances, and all easements and restrictions appearing of record, for which the:

<b>Purchaser(s) agree to pay the HIGH BID PRICE of .....</b>	\$ _____
<b>Buyer's Premium (10%) .....</b>	\$ _____
<b>Total Auction Purchase Price .....</b>	\$ _____
<b>Less Deposit with this Contact (6,500.00 and 4,500.00) .....</b> <i>(Deposit NON-REFUNDABLE upon seller acceptance)</i>	\$ _____
<b>Balance to be paid in full at closing with cash, certified check, or bank monies.</b>	\$ _____

**INSURANCE** to be secured by purchaser(s) upon delivery of deed.

**POSSESSION** shall be given to PURCHASER(s) at closing, but subject to the legal rights to present tenants(s), if any.

Sellers shall furnish a commitment ("Title Commitment") for an ALTA Owner's Policy of Title Insurance ("Title Policy") in the amount of the Total Auction Price as of the date of delivery of the deed, showing good, clear, marketable title in fee simple in sellers and shall convey the premises by General Warranty Deed ("Deed"), free of dower, liens, or encumbrances, except (1) real estate taxes and assessments, both general and special, which are a lien but not yet due and payable; (2) zoning ordinances, if any; and (3) restrictions, conditions, reservations, rights of way, and easements of record. The entire transaction shall be completed on or before October 11th, 2024.

The Title Company who shall also serve as escrow agent shall be Cornerstone Real Estate Title Company, Ltd. 825 South Main St, North Canton OH 44720 (330-639-2418)

Real estate taxes, assessments (general and special), and other items shown on the tax duplicate shall be prorated as of the **DATE OF CLOSING** (charging/crediting items applicable to the closing date to Seller), using as the basis for the proration of taxes and assessments the rate and valuation shown for the Property on the last available tax duplicate which proration shall be final.

The escrow agent shall charge to Buyer: (1) the premium for the Title Policy and the entire cost of lender's Title Policy, if any, and any endorsements to the Title Policy or the lender's Title Policy; (2) the cost of recording the Deed; and (3) one-half the escrow fee.

The Escrow Agent shall charge to Seller: (1) the cost for the title examination and Title Commitment; (2) the costs to remove or discharge any lien or encumbrance required for conveyance of the Property as required by this Agreement; (3) the conveyance fee and transfer tax; and (4) one-half the escrow fee.

It is further agreed by both parties that all items normally considered to be a part of the real estate shall remain and be a part of the Total Auction Price. High Bid is subject to seller POA as applicable. Property being sold As-Is, Where-Is, with all faults. The parties agree this transaction is exempt from disclosure under the State of Ohio Residential Property Disclosure Form. No representations or agreements have been made except as set forth herein. Subject to additional terms and conditions as specified in the Bidder's Information Packet. All items left onsite at the time of closing are the responsibility of the buyer. Subject also to auction day announcements.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser Printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser(s) Tax Mailing Address

\_\_\_\_\_  
Purchaser Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Purchaser Printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser(s) Phone & Email

\_\_\_\_\_  
Seller Printed

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller Printed

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Date

# **REAL ESTATE AUCTION**

Mahoning County – Alliance, OH – Smith Twp  
36 +/- Acres in Parcels – Recreation Land  
Mineral Rights Transfer

**Live Onsite Bidding September 6th @ 2pm**  
**ONLINE BIDDING @ [www.DuttonAuctions.com](http://www.DuttonAuctions.com)**

## **SECTION 7**

# **BUYER BROKER PARTICIPATION**

DUTTON REAL ESTATE AUCTIONS  
4974 Higbee Ave. N.W. .  
Canton, OH 44718  
330.879.5000 – [www.DuttonAuctions.com](http://www.DuttonAuctions.com)



**BROKER PARTICIPATION:** A referral fee in the amount of one percent (1%) of the High Bid Price will be paid to the qualified Real Estate Broker acting as a buyer's broker whose client pays for and closes on the property. In order to qualify for this fee, the Real Estate Broker must: (A) Be a licensed Real Estate Broker in the State of Ohio who will abide by the National Association of Realtors code of Ethics. (B) Register the client with listing broker/auctioneer by mail/email on Client Broker Registration Form, provided by Auctioneer, which must be signed by broker/salesperson and prospect, with Keller Williams-Legacy Group Realty & Dutton Real Estate Auctions, prior to attending an open house with client and prior to and **NO LATER THAN August 30th, 2024.**

(C) Sign in and inspect the properties with the prospect during a scheduled on-site inspection.

(D) Attend the auction with the prospect and bid with or for the prospect who was the high bidder. A complete file of all broker registrations will be maintained by Auctioneer. No referral fees will be paid if prospect has previously contacted listing broker or attended a scheduled open house without buyer/broker. Referral fees will be paid upon the closing of the sale by the Seller and only after receipt of all commissions by listing broker, Keller Williams—Legacy Group Realty. No referral fees will be paid by Seller if the cooperating broker, broker's agent or a member of the broker's immediate family is participating in the purchase of the property. An affidavit will be required to be signed certifying that the broker is not acting or participating in any way as a principal. No sub-agency shall be offered to any buyer/broker by listing broker and the Broker shall represent the buyer and have a signed Agency disclosure form as such. There can be **NO EXCEPTIONS** to this procedure and **NO** oral registrations will be accepted. If a referring broker has not met all of the above requirements, no referral fee will be paid.

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**Broker**

**Date**

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**Client**

**Date**

# **REAL ESTATE AUCTION**

Mahoning County – Alliance, OH – Smith Twp

36 +/- Acres in Parcels – Recreation Land

Mineral Rights Transfer

**Live Onsite Bidding September 6th @ 2pm**

**ONLINE BIDDING @ [www.DuttonAuctions.com](http://www.DuttonAuctions.com)**

## **SECTION 8**

### **BIDDER'S STATEMENT**

DUTTON REAL ESTATE AUCTIONS

4974 Higbee Ave. N.W. .

Canton, OH 44718

330.879.5000 – [www.DuttonAuctions.com](http://www.DuttonAuctions.com)

**BIDDERS' STATEMENT Bidders No. \_\_\_\_\_**

Date of Auction: **September 6th, 2024 @ 2 PM**

The Purchaser represents and warrants that the Purchaser is of legal age and has full legal capacity and authority to understand, execute and deliver this Bidder's Statement on behalf of the Purchaser or the entity, if any, designated immediately below the signature line at the bottom of this Statement. As a condition of being permitted to bid at the Auction, the Purchaser acknowledges and/or agrees as follows:

1. The Purchaser has received and carefully reviewed and understood, prior to the execution hereof, copies of each of the following items: (a) Terms and Conditions of Sale for Purchasing the Property at Auction; (b) Brochure describing the Auction; and (c) Property Information Packet ("Bid Package") for the Property, which includes, among other items, a copy of the real estate purchase and sale agreement and its exhibits ("Agreement") for the Property.
2. The Purchaser has the financial resources necessary to complete the timely acquisition of the Property as and when required, pursuant to the Agreement, at the bid price offered by the Purchaser, plus the required Buyer's Premium.
3. The Purchaser has independently inspected and reviewed the following conditions of the Property, including but not limited to, (a) the title of Seller; (b) the condition and state of repair and/or lack of repair of all improvements thereon and has had the opportunity to obtain testing and reports; (c) the existence and condition of any and/or all personal property at the Property, if any; and (d) the nature, provisions and effect of all health, fire, environmental, building, zoning, subdivision, and all other use and occupancy laws, ordinances and regulation applicable thereto.
4. The Purchaser understands and agrees: (a) THAT THE PROPERTY WILL BE SOLD "WHERE IS" IN AN "AS IS" CONDITION WITH NO WARRANTY, EXPRESS OR IMPLIED, ABOUT SUCH CONDITION, SELLER AND BROKER EXPRESSLY DISCLAIMING ANY WARRANTIES OF HABITABILITY, FITNESS FOR INTENDED USE OR OTHER IMPLIED WARRANTIES AND WITH THE PURCHASER ACCEPTING ALL DEFECTS, BOTH APPARENT AND LATENT, AT THE PURCHASER'S OWN AND ABSOLUTE AND EXCLUSIVE RISK; (b) that neither Seller nor Broker or Auctioneer will have any liability or obligation whatsoever, for the physical condition of the Property, or for any inaccuracy in or omission from any of the written information and materials about the Property, including but not limited to, inaccuracies made in reports drafted by third parties, such as title reports, environmental reports or any changes concerning the Property between the date of the reports, written information and materials and the date hereof; (c) the Seller, Seller's agents and affiliates and the Auctioneer or its agents, employees and affiliates are not permitted to bid at the Auction; (d) because of the pace of the Auction bidding, the Auctioneer is not able and therefore not obligated to recognize nor record each of the bidders at any bid level during open outcry except the high bidder; (e) and the Purchaser waives and releases Auctioneer from all claims, causes of action and any other proceedings alleging that Auctioneer failed to perform any of the matters described in Section (d) above.
5. In the event the Purchaser is the high bidder at the Auction of the Property, and such bid is accepted by Auctioneer, the Purchaser will (a) tender the required earnest money to Auctioneer; (b) acknowledge the sale on the Bidder's Card which will also be tendered to the Auctioneer; and (c) execute the Agreement immediately after the end of bidding in exactly the same form as such Agreement was in the Bid Package, or as may be modified only by any announcements made at the Auction by the Auctioneer from the podium prior to the commencement of bidding for the Property, and with the blanks filled in accordance with the terms of the transaction.

IN WITNESS HEREOF, the Purchaser has caused this Bidder's Statement to be executed this September 6<sup>th</sup>, 2024

\_\_\_\_\_  
Purchaser:

(Please Sign)

(Please Print)

Company: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Seller:

(Please Sign)

\_\_\_\_\_

# **REAL ESTATE AUCTION**

Mahoning County – Alliance, OH – Smith Twp

36 +/- Acres in Parcels – Recreation Land

Mineral Rights Transfer

**Live Onsite Bidding September 6th @ 2pm**

**ONLINE BIDDING @ [www.DuttonAuctions.com](http://www.DuttonAuctions.com)**

## **SECTION 9**

### **TERMS OF SALE**

DUTTON REAL ESTATE AUCTIONS

4974 Higbee Ave. N.W. .

Canton, OH 44718

330.879.5000 – [www.DuttonAuctions.com](http://www.DuttonAuctions.com)

## **TERMS OF SALE**

**TIME AND PLACE OF AUCTION:** Auction will be held Live Onsite at 617 Park Ave, Canton OH 44706. Onsite Registration begins at 12pm Auction Day. Bidding is also available Online @ [www.DuttonAuctions.com](http://www.DuttonAuctions.com). Pre-bidding open from 8/2/24 – 8/9/24 @ 1:30pm.

**ON-SITE INSPECTION DATES:** July 30<sup>th</sup> (4-5), August 6<sup>th</sup> (4-5) and Auction Day August 9<sup>th</sup> (12-2)

**AUCTION FORMAT:** Bidding is to be live onsite with online bidding available. To Bid Online, please follow the online bidding instructions available at [www.duttonauctions.com](http://www.duttonauctions.com). Please contact us if unable to bid online.

**REQUIREMENTS OF THE SUCCESSFUL HIGH BIDDER:** The high bidder will be required to tender \$4,500 down the day of sale, in the form of cash, certified bank check, or via bank wire as initial earnest money, made payable to Aman Title LLC 4678 Munson St NW, Canton, OH 44718 (234-360-3315), and sign the Auction Purchase Agreement.

**CLOSING PROCEDURE:** The real estate title and closing will be provided by American Title Solutions and shall occur on or before **September 13th, 2024** at which time purchaser shall pay the balance of the purchase price. Transfer of title will be by General Warranty Deed.

**POSSESSION OF PROPERTY:** Possession shall be given to purchaser at closing.

**PLEASE NOTE** that this property is not being sold subject to financing. This means that, before you bid at the auction, you should have enough cash reserves to close the purchase, or that financing should be pre-arranged, or that you should be absolutely sure that you can qualify for financing. If you do not have the cash, or if you are not sure you can obtain financing, it is recommended that you do not bid.

**CONDUCT OF THE AUCTION:** Announcements made at the time of the auction from the podium take precedence over all printed material. Conduct of the auction and increments of bidding are at the direction and discretion of the auctioneer. Seller and auctioneer reserve the right to refuse admittance to or expel anyone from the auction premises for interference with auction activities, nuisance, canvassing, soliciting, or other reasons.

**NO WARRANTIES:** This property is being sold “AS IS”, “WHERE IS”, without any representation or warranty of any kind being made by the sellers or by Keller Williams Legacy Group Realty or by any other cooperating realty firm. All information in this brochure, any advertising, or in any other written form has been taken from sources believed to be reliable but is not guaranteed.

**BUYERS PREMIUM:** The auction purchase contract shall provide that the purchaser pays a buyer’s premium of 10%. This amount is added to the high bid amount and inserted in the auction purchase contract as the total purchase price. Financing, if any, is calculated on the Total Purchase Price.

**AGENCY DISCLOSURE:** All licensees associated with the Broker represent the seller in the sale of this property.

**BROKER PARTICIPATION:** A referral fee equal to 1% of the high bid price will be paid by the seller from the sellers proceeds of sale to the Real Estate Broker acting as a buyer broker, whose client pays for and closes on the property. To qualify for the referral fee, the real estate agent must: (a) be a licensed real estate broker who will abide by the Association of Realtors Code of Ethics; (b) register the client by requesting and completing an Auction Registration form; (c) inspect the property with their prospect (d) attend the auction and bid with or for the client. All Registrations accepted will be acknowledged by Auctioneer **NO LATER THAN August 2<sup>nd</sup>, 2024**. Referral fees will be paid upon closing by the seller and receipt of all commissions by Auctioneer. No referral fees will be paid by Seller, if the broker, the broker’s agent, or a member of the broker’s immediate family is participating in the purchase of the property. An affidavit will be required certifying that the broker is not participating in any way as a principal. No sub- agency shall be offered to any broker by Auctioneer. There can be no exceptions to this procedure and oral registrations will be accepted.

**ATTENTION AUCTION BUYERS:** WE RECOMMEND THAT YOU ARRIVE AT THE AUCTION ONE HOUR PRIOR TO THE AUCTION, IN ORDER TO REGISTER, PRESENT YOUR CERTIFIED CHECK OR CASHIER’S CHECK & HAVE ANY LAST-MINUTE QUESTIONS ANSWERED.

Any property may be withdrawn, canceled or subject to sale prior to the auction without any further notice, subject to auction day announcements.

The following contained in this brochure is subject to inspection and verification by all parties relying on it. The seller or their representatives assume no liability for its inaccuracy, errors or omissions.

**AUCTIONEER:** Jack Davis, Dutton Real Estate Auctions, [duttonauctions@gmail.com](mailto:duttonauctions@gmail.com) / 330.879.5000

**BROKER:** Joel Dutton, Dutton Real Estate Group, Keller Williams Commercial.

**Any property may be withdrawn, canceled or subject to sale prior to the auction without any further notice, subject to auction day announcements. All acreages are approximate and subject to survey. All information contained herein was derived from sources to be correct. The following contained in this brochure is subject to inspection and verification by all parties relying on it. The seller or their representatives assume no liability for its inaccuracy, errors or omissions.**

# TERMS OF SALE FOR September 6th REAL ESTATE AUCTION

LIVE ONSITE & ONLINE BIDDING - VISIT OUR WEBSITE AT [www.DuttonAuctions.com](http://www.DuttonAuctions.com)

Open House Dates: 8/30 (12-2) and Auction Day 9/6 (12-2)

**TIME AND PLACE OF AUCTION:** Auction will be held LIVE Onsite at Oyster Rd, Alliance OH 44601 with Online Bidding available @ [www.DuttonAuctions.com](http://www.DuttonAuctions.com). Pre-bidding open from 8/30/24 – 9/6/24 @ 2pm.

**AUCTION FORMAT:** To get approved to bid for the auction all parties must provide valid Drivers License, State ID or Passport fill and sign registration form. All Bid Registrations must be approved by auctioneer prior to commencement of bidding. To Register to Bid Online, please follow the online bidding instructions at: [www.duttonauctions.com](http://www.duttonauctions.com).

**REQUIREMENTS OF THE SUCCESSFUL HIGH BIDDER:** The high bidder will be required to tender \$6,500 down for parcel #1 and \$4,500 down for parcel #2 in the form of cash, certified bank check, or via bank wire as initial earnest money, made payable to the title company to be determined at end of auction.

**BUYERS PREMIUM:** The auction purchase contract shall provide that the purchaser pays a buyer's premium of 10%. This amount will be added to the high bid amount to determine the total auction purchase price. Financing, if any, shall be calculated on the Total Auction Purchase Price.

**TITLE:** Sellers shall furnish at their own expense a title guaranty policy brought to date of delivery of deed, showing good marketable title in fee simple in sellers and shall convey the premises by Fiduciary Deed, free of dower, liens or encumbrances, except as specified herein.

**CLOSING PROCEDURE:** The real estate title and closing will be provided by Cornerstone Real Estate Title Company, Ltd. 825 South Main St, North Canton OH 44720 (330-639-2418) and shall occur on or before October 11th at which time purchaser shall pay the balance of the purchase price. Transfer of title will be by General Warranty Deed.

**POSSESSION OF PROPERTY:** At the time of closing.

**PLEASE NOTE:** The property is not being sold subject to financing. This means that, before you bid at the auction, you should have enough cash reserves to close the purchase, or that financing should be pre-arranged, or that you should be absolutely sure that you can qualify for financing. If you do not have the cash, or if you are not sure you can obtain financing, it is recommended that you do not bid.

**NO WARRANTIES:** This property is being sold "AS IS", "WHERE IS", without any representation or warranty of any kind being made by the sellers, auctioneer, Keller Williams Legacy Group Realty, or by any other cooperating realty firm. All information in this brochure, any advertising, or in any other written form has been taken from sources believed to be reliable and accurate, but is not guaran-

**AGENCY DISCLOSURE:** All licensees associated with the Broker represent the seller in the sale of this property.

**BROKER PARTICIPATION:** : A referral fee in the amount of one percent (1%) of the High Bid Price will be paid to the qualified Real Estate Broker acting as a buyer's broker whose client pays for and closes on the property. In order to qualify for this fee, the Real Estate Broker must: (A) Be a licensed Real Estate Broker in the State of Ohio who will abide by the National Association of Realtors code of Ethics. (B) Register the client with listing broker/auctioneer by mail/email on Client Broker Registration Form, provided by Auctioneer, which must be signed by broker/salesperson and prospect, with Keller Williams-Legacy Group Realty & Dutton Real Estate Auctions, prior to attending an open house with client and prior to and **NO LATER THAN 48 hrs. prior to the Auction Date** (C) Sign in and inspect the properties with the prospect during a scheduled on-site inspection. (D) Attend the auction with the prospect and bid with or for the prospect who was the high bidder. A complete file of all broker registrations will be maintained by Auctioneer. No referral fees will be paid if prospect has previously contacted listing broker or attended a scheduled open house without buyer/broker. Referral fees will be paid upon the closing of the sale by the Seller and only after receipt of all commissions by listing broker, Keller Williams—Legacy Group Realty. No referral fees will be paid by Seller if the cooperating broker, broker's agent or a member of the broker's immediate family is participating in the purchase of the property. An affidavit will be required to be signed certifying that the broker is not acting or participating in any way as a principal. No sub-agency shall be offered to any buyer/broker by listing broker and the Broker shall represent the buyer and have a signed Agency disclosure form as such. There can be **NO EXCEPTIONS** to this procedure and **NO** oral registrations will be accepted. If a referring broker has not met all of the above requirements, no referral fee will be paid.

**ATTENTION AUCTION BUYERS:** We recommend that you log onto our website at least 30 minutes prior to the sale, in order to answer any last minute questions and register to get APPROVED to bid. Any property may be withdrawn, canceled or subject to sale prior to the auction without any further notice. Subject to auction day announcements. The property is being offered with reserve, subject to seller acceptance. The following contained in this brochure is subject to inspection and verification by all parties relying on it. The sellers and their representatives assume no liability for its inaccuracy, errors, or omissions.

SCAN THE QR CODES BELOW FOR DIRECT ACCESS TO BID ONLINE OR FOR COMPLETE BIDDER INFORMATION PACKET



**DUTTON REAL ESTATE GROUP—OVER 5000 PROPERTIES SOLD**

