

REAL ESTATE and CHATTEL AUCTION

176 Alton Rd. Galloway OH 43119

Sunday August 27th, 2017

Personal Property Sale Begins at 1 PM

Real Estate Sells at 3 PM



Come bid your price! on this 1960 Ranch 1450 sq. ft. Home with 3 bedrooms, 1 bath, 2 car garage and full basement in the country. Central air, fireplace, back porch & fenced yard. Updates Rosatti windows and well pump. Generac whole house generator. Includes detached 24'x28' garage/shop and small storage shed.

OPEN HOUSES – Sun. Aug. 13 @ 1-3 PM & Wed. Aug. 16 @ 4-6 PM

TERMS - \$5,000 non-refundable deposit day of sale. Seller will provide Home Owners Warranty & Title Insurance. Buyer pays ½ of escrow fee. Sold As-Is. Closed in 45 days. Sells subject to Owner confirmation.

Real Estate Showcase Auction Services in Cooperation w/HER

Auctioneer/Realtor - Tom Rawn 614-273-6478 & Mark Cathers, Realtor 614-273-6427

AUCTION HOME & CHATTELS

176 Alton Road GALLOWAY, Ohio 43119

Home, Gun, Collector Car, Tools and Household Items. Items from the late Bob and Alice Hawk. To locate from I-270 take (US 40) West Broad St. West to Alton Rd. then left to sale.

SUNDAY

AUGUST 27, 2017

1 PM

REAL ESTATE

Come bid your price on this 1960 Ranch 1450 sq. ft. Home w/3 bedrooms, 1 bath, 2 car garage & full basement in the country. Central air, fireplace, back porch & fenced yard. Updates Rosatti windows & well pump. Generac whole house generator. Includes detached 24'x28' garage/shop & sm. shed.

TERMS - \$5,000 non-refundable deposit day of sale. Seller will provide Home Owners Warranty & Title Insurance. Sold As-Is. Closed in 45 days. Sells subject to Owner confirmation. *Home Sells at 3 PM. *

OPEN HOUSES – Sun. Aug. 13 @ 1-3 PM or Wed. Aug 16 @ 4-6 PM

COLLECTIBLES, HOUSEHOLD & GUNS

Waterbury, Sessions & Hamilton mantle clocks; Wallace Rose Point silver flatware (Serv. for 6 & misc., case); C. Mackenson & Son Co. safe; GE table top radio; 1949 Central HS class picture; 1946 Jr. High pic; Post drill; Sm. old dovetail box; Grandfather clock made by Bob Hawk; Elgin pocket watch; Pen knives (Case XX, Mack, etc.); Winchester & Farm Credit thermometers; Mod. Pepsi clock; K. Bernstein MAC belt buckle; Atwater Kent receiver (Mod. 33); Custom banked 1/32 scale race car set; Lowrey Genie organ (Mod. 44); Walz exposure meter; Early dovetail desk & chair; Toy replica cars; 33 albums (Glen Campbell, Mac Davis, etc.); Currier & Ives print set; Towle silverplate tea set; Rogers whale & rooster trivet; **FURN.** – 4 Cherry Brookside chairs, Amish; United dropleaf dining table w/4 chairs & hutch; Server w/2 blind drs. & 2 gl. drs.; Console liquor cabinet; Ethan Allen chest; Lane cedar chest; Century chest; Dining table; 4 pce. Broyhill fullsize bedroom suite; Oak stool; Coffee & end table sets (One w/marble insert); Mod. bookcase; Mirror; Leather sofa & chairs; Occ. chairs & sofa; SS roll around cabinet; File cabinet; **APPL.**– Whirlpool washer; Centennial dryer; Ambassador refrig.; Old Philco refrig.; RCA gas stove; Samsung flat screen TV; Aiwa stereo & speakers; Kalamzoo speaker; Hoover upr. sweeper & misc.; Panasonic microwave; Misc. sm. appl. (Coffee maker, food saver, etc.); **GLASSWARE & CHINA** – 100+ pce. Fostoria (American) glass service set (Part of serv. of 9), NICE; Noritake china (Part serv. 12); Taylor Smith china (Part serv. for 6); Homer Laughlin china; Erickson pcs.; Hobnail Fenton vase; Hobnail milkglass & etc.; Hand blown sailboat; 4 pce. fluted bowl set; **MISC.** – Handicap items; Rubbermaid mop bucket; Bootonware plates; Misc. cookware & dishes. **GUNS** – Henry Golden Boy 22 LR rifle and 17 HMR unfired (In box); Winchester 62A 22 LR, pump; 13 Winchester 12 ga. Model 12's Full choke (32" Moneymaker 3" mag., 30" Simmons rib, 30" Simmons 3" mag., Solid rib, Plain barrel, Simmons rib wide, Pidgeon grade, Simmons High rib Y, etc.); Set of Browning Model 12 Grade V (Matching Ser. # in box) 28-20-410ga. * sells w/conf.; Grenier 12 ga. adj. rib choke tubes, lever act.; Iver Johnson 410 sgl. shot; Rem. 1911 new 45 cal. in box; H&R revolver 22 mag.; Beretta 22 auto; Wather PPK 7.65 mm (WWII); Taurus revolver 45 long colt.; Wood 10 and 5 gun cabinets; Misc. Ammo. Gammo air rifle. * Guns not on premise until sale day.*

1932 FORD, RIDERS & MACHINIST TOOLS

1932 Ford 2 door sedan w/orig. V-8 (1st yr.), 3 spd., orig. rims available, Nice, Runs * Sell w/owner conf.: Ferg. TO-20 tractor (New rear rubber); 1961. Cub International orig. rider w/deck, hub caps & quick hitch (Runs); Cub 102 rider w/blade, Runs; Cub plow, disc, snow blower, motor & Misc.; Generac 3200 psi washer; Select Machine Tool Co. lathe (Mod. 1430 GD); Turret milling machine (Mod. Edison S-105); Lge. amt. milling tools, access, drill & cutting bits; 3 phase Inverter Roto-Phase, 5 HP; H. Gerstner machinist cabinet; Starrett (Dial test indicator, Precision level, Calipers upto 6", Center finder S-821, Telescoping gauges & etc.); V-blocks; Mitutoyo dial indicator, GEM indicators & center finder; Browne & Sharp 81 pce. Go block gauge set; Comb. squares; Browne & Sharp draftsman protractor; Mutoh Mod. L drafting table; Hemi slide rule; Dewalt 12" planer; Shopsmith belt sander & drill press; Delta 10" table saw & jointer; Dewalt radial arm saw; Delta band saw; Rockwell sander; Dbl. head grinder/buffer; Delta sander grinder; Ryobi 4" grinder; P. Cable buffer; Binks paint sprayer; Miller Falls mitre saw; MAC 3/8" & 1/2" air impacts and air chisel; Sears air compressor; 2 Kennedy stack tool boxes; Roll around stack tool box; Truck tool box & misc.; Dura gauge vacuum tester; Power vac; MAC parts cleaner; Hardstahl gunsmith screwdrivers; Reliable tap & die set; Snap-On ratchet wrench's upto 3/4" & hex driver set; Proto comb. wrench's & ratchet; Thorsen comb. wrench's upto 1"; Williams ratchet & socket set; MAC screwdrivers & 3/8" socket set; Chisels; Allen wrench's; Pipe cutter; 24" Ind. pipe wrench; Misc. power tools (Grinder, drills, etc.); Elec. testers; Timing light & dwell meter; McCulloch chain saw; Homelite gas weedeater; Jack stands; Torch set; Stanley plane; C-clamps; Lee stock spring set & cabinet; Chain fall; Misc. books & manuals (1914 Machinery Handbook, CK8 service manuals, etc.); Werner 6' & 2' step ladders; Wheelbarrow; L&G tools.

TERMS – Cash or Check w/Pos. ID. Home Sells at 3PM, then Car & Guns. *2 Auction rings

Broker Services by RES in Cooperation with HER Realtors

Auctioneer/Realtor - Tom Rawn 614-833-2454 & Mark Cathers, Realtor 614-273-6427

www.rawnauctions.com and www.auctionzip.com ID #4889

REAL ESTATE SHOWCASE AUCTION CO.

(614) 273-6427

Dear Bidder,

Notice to Bidders

We appreciate your interest in RES Auction Co. auction team and look forward to processing your bid package. Enclosed please find contracts pertaining to the auction, maps of subject property, property brochure, terms and conditions and other pertinent information.

Please take a moment to review the instructions before proceeding. At any time you have a question, feel free to contact our auction group.

- All bidders must present a valid government issued photo I.D. if submitting a bid to RES auction team the day of the auction.
- Acceptable forms of deposit include Certified Bank Check made payable to yourself (only signed over to HER Realtors trust account once you are a winning bidder), or Business check.
- Should your bid be accepted your deposit will be applied to the purchase price and you will be required to submit the remaining balance at closing subject to time constraints detailed in the purchase contract and make sure you have provided RES with accurate information.

Please be sure to review the enclosed documents. If you have any questions or concerns regarding the enclosed information, please contact one of the auction team members below.

Thanks again and GOOD LUCK!

Tom Rawn (614) 580-6171
Auctioneer/Realtor

Mark E. Cathers, GRI (614) 273-6427
Realtor/Auction Coordinator

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TERMS AND CONDITIONS
PROPERTY DISCLOSURES
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MLS SHEET AND PROPERTY
PHOTOS



Status: Active
Style: 1 Story
Address: 176 Alton Road, Galloway, OH 43119
Unit/Suite #:
Listing Agreement Type: Exclusive Right to Sell
Listing Service:
List Price: \$170,000
Original List Price: \$170,000
Showing Start Date: 08/01/2017
Days On Market: 1
Cumulative DOM: 1
Possession: Immediate

	BR	FB	HB	LIV	Din	Eat SP	Fam	Den	Great	Util Sp	Rec
Up 2	0	0	0	0	0	0	0	0	0	0	0
Up1	0	0	0	0	0	0	0	0	0	0	0
Entry Lvl	3	1	0	1	1	1	1	0	0	0	0
Down 1	0	0	0	0	0	0	0	0	0	1	1
Down 2	0	0	0	0	0	0	0	0	0	0	0
Totals	3	1	0								

Location

Subdiv/Cmplx/Comm: School District: SOUTH WESTERN CSD 2511 FRA CO. **Corp Lim:** None **Township:** Prairie
Directions: From Columbus go West on Broad St to Alton. From Alton go South on Alton Rd. Property will be on the left.

Characteristics

SqFt Documented: 1,450 **Doc SqFt Src:** **Acreage:** 0.84 **Lot Size (Side):** 210
SqFt ATFLS: 1,450 **ATFLS Source:** Realist **Lot Size (Front):** 163 **Year Built:** 1960
Parcel #: 240-001937 **Tax District:** 240 **Mult Parcels/Sch Dis:** No **Built Prior to 1978:** Yes
County: Franklin **Comm Dev Chrg:** No **Assessment:** **Tax Abatement:** No
Possession: Immediate **Abatement End Date:**
Taxes (Yrly): 2,996 **Tax Year:** 2016

Addl Acc Conditions: Auction Reserve
Cmplex/Sub Amenities:
Tenant Occupied: No

HOA/COA Y/N: No
HOA/COA Fee: Per:
HOA /COA Cntct Name/Phone: /
HOA/COA Fee Includes:
HOA/COA Transfer Fee: Reserve Contribution:

Features

Air Conditioning: Central
Heating: Forced Air, Oil, Propane
Bsmt: Yes **Desc:** Full; Walkup
Foundation: Block
Exterior: Stone, Stucco
Rooms: 1st Flr Owner Suite, LL Laundry, 4-Season Room - Heated, Dining Room, Eat Space/Kit, Living Room, Rec Rm/Bsmt
Parking: 2 Car Garage, Attached Garage, Detached Garage, Opener, 2 Off Street
Garage/EnclosdSpaces: 4
Interior Amenities: Dishwasher

Accessibility Features Y/N: No

Alternate Uses:
Fireplace: One, Gas Log
Lot Characteristics:
Exterior Amenities: Additional Building, Fenced Yard, Patio, Storage Shed, Waste Tr/Sys, Well

Warranty:
New Financing:
New Construction: No
Approx Complete Date:
Manufactured Housing Y/N: No
Manufactured Housing:
Leased Items:
Tax:

Property Description: Come bid your price on this 1450 Ranch home w/3 bedrooms, 1 bath, 2 car garage & full basement in the country. Central air, fireplace, back porch & fenced yard. Updates Rosatti windows & well pump. Generac whole house generator. Includes detached 24'x28' garage/shop & small shed. TERMS: \$5,000 non-refundable deposit day of sale. Seller will provide Home Owners Warranty & Title Insurance. Sold As-Is. Closed in 45 days. Sells subject to Owner confirmation. Home Sells at 3 PM.

Agt to Agt Remarks: (See CR Full 2-Page Report for full text) Due to personal property preparation for auction, showings will start Tuesday August 1st. Auction is Sunday August 27th. Personal Property Auction begins at 1 pm. Home auction is at 3 pm sharp. Contact Mark Cathers at 614 554-2585 or email mark.cathers@herrealtors.com to register buyer 24 hours prior to auction.

Dir Neg w/Sell Perm: No

Contact Name:

Contact Phone:

Listing Info

Auction: **Auction Date:** 08/27/2017 **Sub Agency:** No **SA Amount:** SA **Buy Brkr/Tenant Rep:** Yes **BB/TR Amount:** 2 **BB/TR VRC:** No
Yes **Type:** **LD:** 07/27/2017 **XD:** 10/11/2017
Sub Property Type: Single Family Freestanding **Showing Start Date:** 08/01/2017
Listing Office: 07649 **HER, Realtors** 614-864-7400 **Ofc Fax:** 614-864-9331
Listing Member: 2004014631 **Mark E Cathers** 614-273-6427 **Agent Other Phone:** 614-837-1000
Agent EMail: mark.cathers@herrealtors.com **Pref Agt Fax:** 614-474-8183
Showing Phone #: 614 255-5588 **Addl Contact Info:** Tom Rawn Auctioneer 614 580-6171

July 27, 2017

Prepared by: Mark E Cathers

Information is deemed to be reliable, but is not guaranteed. © 2017 MLS and FBS. Prepared by Mark E Cathers, GRI on Thursday, July 27, 2017 7:16 PM. The information on this sheet has been made available by the MLS and may not be the listing of the provider.

176 Alton Rd Front2



176 Alton Rd Front1

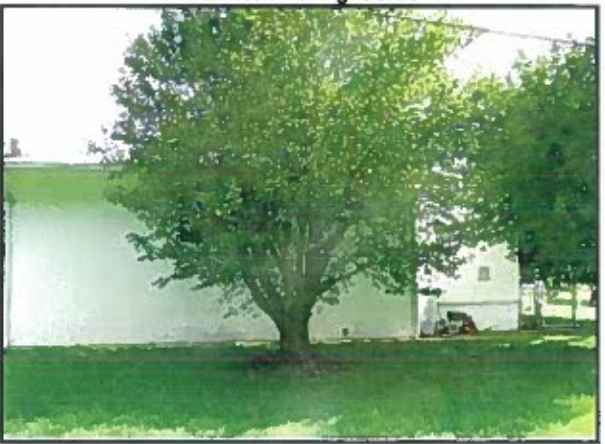


Auction August 27th, 2017

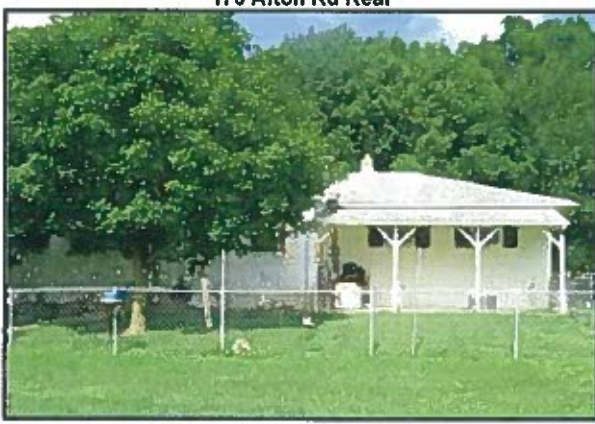
176 Alton Rd Left Side



176 Alton Rd Right Side



176 Alton Rd Rear



176 Alton Rd Work Shop1



176 Alton Rd Work Shop2



176 Alton Rd Shed



176 Alton Rd Living Rm1



176 Alton Rd Living Rm2



176 Alton Living Rm3b



176 Alton Rd Dining Rm



176 Alton Rd Family Rm1



176 Alton Rd Kitchen1



176 Alton Rd Kitchen2



176 Alton Rd Kitchen3



176 Alton Rd Kitchen4



176 Alton Rd Kitchen 5



176 Alton Rd Kitchen6



176 Alton Rd Bed1



176 Alton Rd Bed2



176 Alton Bedrm3



176 Alton Rd Main Bath



176 Alton Rd Generac Gen



COUNTY PARCEL DATA:

176 Alton Rd, Galloway, OH 43119-9536, Franklin County



3	1,450	N/A	N/A
Beds	Bldg Sq Ft	Lot Sq Ft	Sale Price
1	1960	SFR	09/06/1960
Baths	Yr Built	Type	Sale Date

Owner Information

Owner Name:	Runkle Samuel L -Carol	Tax Billing Zip:	43125
Tax Billing Address:	5308 London Lancaster Rd	Tax Billing Zip+4:	9783
Tax Billing City & State:	Groveport, OH	Owner Occupied:	Yes

Location Information

School District:	240	Carrier Route:	R093
School District Name:	Southwestern Csd	Neighborhood Code:	9700-9700
Subdivision:	Virginia Military Lands Surv 05	Township/Tax Dist Desc:	Prairie Twp
Census Tract:	81.62		

Tax Information

Tax ID:	240-001937	% Improved:	82%
Alt APN:	240-001937-00	Tax Area:	240
Legal Description:	ALTON RD ACRES .845 ENTRY 5240-5106		

Assessment & Tax

Assessment Year	2016	2015	2014
Assessed Value - Total	\$48,370	\$48,370	\$48,370
Assessed Value - Land	\$8,645	\$8,645	\$8,645
Assessed Value - Improved	\$39,725	\$39,725	\$39,725
YOY Assessed Change (\$)	\$0	\$0	
YOY Assessed Change (%)	0%	0%	
Market Value - Total	\$138,200	\$138,200	\$138,200
Market Value - Land	\$24,700	\$24,700	\$24,700
Market Value - Improved	\$113,500	\$113,500	\$113,500
Total Tax	Tax Year	Change (\$)	Change (%)
\$2,897	2014		
\$2,895	2015	-\$2	-0.07%
\$2,996	2016	\$101	3.49%

Characteristics

State Use:	Sfd To 9.99 Ac	Fireplace:	Y
Land Use:	SFR	Water:	Well
Lot Acres:	0.845	Sewer:	Septic Tank
Building Sq Ft:	1,450	Cooling Type:	Yes
Above Gnd Sq Ft:	1,450	Heat Type:	Heated
Stories:	1	Garage Type:	Detached Garage
Bedrooms:	3	Garage Sq Ft:	672
Total Baths:	1	Exterior:	Masonry
Full Baths:	1	Year Built:	1960
Total Rooms:	5	Effective Year Built:	1960
Basement Type:	Full	# of Buildings:	1
Condition:	Average	Total Units:	1
Style:	Conventional		

Courtesy of Mark Cathers, Columbus REALTORS

The data within this report is compiled by CoreLogic from public and private sources. The data is deemed reliable, but is not guaranteed. The accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

Property Detail

Generated on 07/05/2017

Page 1 of 2

Features

Feature Type	Unit	Size/Qty	Width	Depth	Year Built
Misc	U	1			2014
Frame Detached Garage	S	672	24	28	1985

Last Market Sale & Sales History

Settle Date:	09/06/1960	Owner Name:	Runkle Samuel L
Deed Type:	Deed (Reg)		
Recording Date	06/09/2011		
Nominal	Y		
Buyer Name	Hawk Robert F	Hawk Robert & Hawk Alice B	
Seller Name	Hawk Alice B		
Document Number	72824		
Document Type	Affidavit	Deed (Reg)	

Property Map



*Lot Dimensions are Estimated

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Property Detail

Generated on 07/05/2017

Page 2 of 2

PROPERTY LOCATION MAP:

Google Maps 176 Alton Rd



Map data ©2017 Google United States 2000 ft



176 Alton Rd
Galloway, OH 43119



HOME WARRANTY



Checklist of Covered Items:

- ✓ Attic and Exhaust Fans
- ✓ Central Air Conditioning
- ✓ Central Vacuum System
- ✓ Clothes Washer & Dryer
- ✓ Dishwasher
- ✓ Electrical Garage Door Openers
- ✓ Garbage Disposal
- ✓ Hardwired Smoke Detectors
- ✓ Heating & Air Conditioning
- ✓ Jetted Tub
- ✓ Kitchen Refrigerator
- ✓ Built-In Microwave Oven
- ✓ Natural Gas Fireplace Components
- ✓ Oven/Range/Cooktop
- ✓ Sump Pump
- ✓ Water Heater

Subject to underwriting criteria. See terms, conditions and limitations in your home warranty - non covered charges may apply.

Revised: 04/2016

Call 1.844.653.5306



Preliminary Bid Package

Below is the CONTRACT AND DISCLOSURES for review that the successful bidder will be executing if they are the successful bidder at the auction.

- CONSUMER GUIDE(S) TO AGENCY RELATIONSHIPS
- AGENCY DISCLOSURE STATEMENT(S)
- TERMS AND CONDITIONS
- PROPERTY DISCLOSURES (IF APPLICABLE)
- AUCTION PURCHASE AGREEMENT
- LEAD PAINT BROCHURE

CONSUMER GUIDE TO AGENCY RELATIONSHIPS

We are pleased you have selected **HER Realtors** to help you with your real estate needs. Whether you are selling, buying or leasing real estate, **HER Realtors** can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services agents can offer and their options for working with you.

Seller Agency:

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care and, account for any money they handle in the transaction. In rare circumstances, a listing broker may also offer "subagency" to other brokerages which would also represent the seller's interests and owe the seller these same duties.

Buyer Agency:

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information and account for any money they handle in the transaction.

Dual Agency:

Occasionally the same agent and brokerage who represents the seller also represents the buyer. This is referred to as dual agency. When a brokerage and its agent become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client, or disclose any personal or confidential information to the other party without written consent.

In Company Split Agency:

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidential information of both parties.

HER REALTORS AGENCY POLICY

SELLER'S AGENCY:

Both HER Realtors and its affiliated licensee who represent the seller owe that seller the duties of loyalty, obedience, confidentiality, accounting and reasonable skill and care. The agent and company act solely on behalf of our seller, seeking the best price and terms for him/her regardless of whether the buyer or buyer's agent is compensating HER Realtors. As seller's agent, we also have a duty to disclose to our seller all material information obtained from the purchaser or from any other source unless prohibited by law or agreement. An HER Realtors licensee who holds an open house on behalf of an HER Realtors seller's agent will be considered a "host" and not the seller's agent unless it is agreed to in writing or otherwise required by law.

BUYER'S AGENCY:

Both HER Realtors and its affiliated licensee who represent the buyer owe duties of loyalty, obedience, confidentiality, accounting, and reasonable skill and care. The agent and company act solely on behalf of our buyer, seeking the best price and terms for him/her regardless of whether the seller or seller's agent is compensating HER Realtors. As buyer's agents, we also have a duty to disclose to the buyer all material information obtained from the seller or from any other source unless prohibited by law or agreement. In the event a buyer elects to view or purchase a property listed by his/her agent, HER Realtors and the agent will act as a dual agent on behalf of the seller and the potential buyer. (See Dual Agency below.)

In Company Split Agency:

HER Realtors does represent both buyers and sellers. When HER Realtors lists property for sale the brokerage and the listing agent represent the seller. Likewise when HER Realtors represents a buyer the brokerage and the affiliated licensee represent that buyer. When the buyer and seller are represented by two different HER Realtors agents, the agents will represent the best interests of their respective clients. HER Realtors and its management level licensees, who do not directly represent a party or themselves in the transaction, are dual agents. As dual agents they will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidential information of both parties.

Dual Agency:

In the event both the buyer and seller are represented by the same HER Realtors agent, a dual agency exists. HER Realtors and the agent for both parties will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that will place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs you will be asked to consent to it in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties HER Realtors has listed. In that instance, HER Realtors and its agent will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller you should not share any information with the listing agent that you would not want the seller to know.

Cooperative Brokerage:

HER Realtors does offer representation to both buyers and sellers. When HER Realtors lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. HER Realtors does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because HER Realtors shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that buyer's brokerage. Instead that company will be looking out for the buyer and will not be representing your interests. When acting as a buyer's agent, HER Realtors also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

_____		_____	
Name (Please Print)		Name (Please Print)	
_____		_____	
Signature	Date	Signature	Date



Consumer Guide to Agency Relationships

We are pleased you have selected Real Estate Showcase to help you with your real estate needs. Whether you are selling, buying or leasing real estate, Real Estate

Showcase can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Following is some information that explains the various services agents can offer and their options for working with you.

For more information on agency law in Ohio you can also contact the Ohio Division of Real Estate & Professional Licensing at 614-466-4100, or on their website at www.com.state.oh.us.

Representing Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care, and account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "subagency" to other brokerages which would also represent the seller's interests and owe the seller these same duties.

Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information and account for any money they handle in the transaction.

Dual Agency

Occasionally the same agent and brokerage who represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position in the transaction. They may not advocate the position of one client over the best interests of the other client, or disclose any confidential information to the other party without written consent.

Representing Both the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidential information of both parties.

Working with Real Estate Showcase

Real Estate Showcase does offer representation to both buyers and sellers. Therefore, the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs, each agent will represent their own client, but Real Estate Showcase and its managers will act as a dual agent.

This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. Real Estate Showcase will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

There are two narrow exceptions to this general rule in the license law. The first is where the management-level licensee is selling his own property or purchasing property for himself. The other is where the management-level licensee is personally representing either a seller or a buyer. In either of these instances, if the management level licensee becomes involved in a transaction in which the other party is represented by an agent affiliated with the brokerage, the management-level licensee is not required to be a dual agent provided there

is another broker or manager to supervise the other agent involved in the transaction.

If dual agency occurs you will be asked to consent to it in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties Real Estate Showcase has listed. In that instance, Real Estate Showcase will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller you should not share any information with the listing agent that you would not want the seller to know.

Working with Other Brokerages

When Real Estate Showcase lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. Real Estate Showcase does reserve the right, in some instances, to vary the compensation it offers to other brokerages.

As a seller, you should understand that just because Real Estate Showcase shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead, that company will be looking out for the buyer and Real Estate Showcase will be representing your interests.

When acting as a buyer's agent, Real Estate Showcase also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Auctions

Real Estate Showcase and the selling Auctioneer represent only the seller in an auction situation. Buyers are treated as customers, unless a previous agency relationship exists. In this instance Real Estate Showcase would be a dual agent.

Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, disability as defined in that section, military status as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

Blockbusting is also illegal.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to sign, acknowledging receipt of this Consumer Guide. Your signature will not obligate you to work with our company if you do not choose to do so.

Receipt of Consumer Guide

By signing below, I hereby acknowledge that I have received the "Consumer Guide to Agency Relationships" of Real Estate Showcase.

Name (please print)

Signature

date

Name (please print)

Signature

date



AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 176 Alton Rd. Galloway OH 43119

Buyer(s): _____

Seller(s): Samuel L. Runkle

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____
AGENT(S) BROKERAGE

The seller will be represented by _____, and _____
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Peter Gehres and real estate brokerage RES Auction Co. will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
- represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100





AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 176 Alton Rd. Galloway OH 43119

Buyer(s): _____

Seller(s): Samuel L. Runkle

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____
AGENT(S) BROKERAGE

The seller will be represented by _____, and _____
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Tom Rayn and Mark Cathers and real estate brokerage _____ will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
- represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100



AUCTION TERMS AND CONDITIONS

- Real Estate sells 'AS-IS'.
- The successful bidder shall deposit a \$5,000.00 nonrefundable cashier's check or business check into broker's trust account.
- Property shall close within 45 days.
- Property sells subject to Owner Confirmation.
- Seller will provide a Home Owners Warranty and Title Insurance.
- Home sells at 3 PM Sunday August 27th, 2017.



STATE OF OHIO
DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

Purpose of Disclosure Form: This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).

Owner's Statement: The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

OWNER INSTRUCTIONS

Instructions to Owner: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials SLR Date 7/5/17
Owner's Initials _____ Date _____

Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____



STATE OF OHIO DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301:5-6-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address: 176 Alton Rd Galloway, Ohio 43119

Owners Name(s): Samuel L. Runkle

Date: July 5, 20 17

Owner [] is [] is not occupying the property. If owner is occupying the property, since what date: If owner is not occupying the property, since what date:

THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):

- Public Water Service, Private Water Service, Private Well, Shared Well, Holding Tank, Cistern, Spring, Pond, Unknown, Other

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? [] Yes [] No [] If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) [] Yes [] No

B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

- Public Sewer, Leach Field, Unknown, Private Sewer, Aeration Tank, Other, Septic Tank, Filtration Bed

If not a public or private sewer, date of last inspection: Inspected By:

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property? Yes [] No [] If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? [] Yes [] No If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? [] Yes [] No

If "Yes", please describe and indicate any repairs completed: Sewage pump burnt up. New pump installed, wall wet Northwest corner clean down spout at Mint for better grade

Owner's Initials SLR Date 7/5/17 Purchaser's Initials Date

Property Address 176 Alton Rd Galloway, Ohio 43119

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage, moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? Yes No
If "Yes", please describe and indicate any repairs completed: _____

Have you ever had the property inspected for mold by a qualified inspector? Yes No
If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: _____

Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?
 Yes No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): _____

Do you know of any previous or current fire or smoke damage to the property? Yes No
If "Yes", please describe and indicate any repairs completed: _____

F) WOOD DESTROYING INSECTS/TERMITES: Do you know of any previous/current presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites? Yes No
If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): _____

G) MECHANICAL SYSTEMS: Do you know of any previous or current problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

	YES	NO	N/A		YES	NO	N/A
1) Electrical	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Central heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years): _____

H) PRESENCE OF HAZARDOUS MATERIALS: Do you know of the previous or current presence of any of the below identified hazardous materials on the property?

	Yes	No	Unknown
1) Lead-Based Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. If "Yes", indicate level of gas if known _____			
5) Other toxic or hazardous substances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: _____

Owner's Initials _____ Date _____
Owner's Initials SLR Date 7/3/17

Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____

Property Address 176 Alton Rd Galloway, Ohio 43119

I) UNDERGROUND STORAGE TANKS/WELLS: Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property? Yes No
If "Yes", please describe: _____

Do you know of any oil, gas, or other mineral right leases on the property? Yes No

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.

J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA: Yes No Unknown
Is the property located in a designated flood plain? Yes No
Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area? Yes No Unknown

K) DRAINAGE/EROSION: Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property? Yes No
If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): _____

L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOMEOWNERS' ASSOCIATION: Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? Yes No
If "Yes", please describe: _____

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property). Yes No
If "Yes", please describe: _____

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property? Yes No
If "Yes", please describe: _____

List any assessments paid in full (date/amount) _____
List any current assessments: _____ monthly fee _____ Length of payment (years _____ months _____)

Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc. Yes No
If "Yes", please describe (amount) _____

M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS: Do you know of any of the following conditions affecting the property?

Yes	No	Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

1) Boundary Agreement 4) Shared Driveway
2) Boundary Dispute 5) Party Walls
3) Recent Boundary Change 6) Encroachments From or on Adjacent Property
If the answer to any of the above questions is "Yes", please describe: _____

N) OTHER KNOWN MATERIAL DEFECTS: The following are other known material defects in or on the property: _____

For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

Owner's Initials SLR Date 7/5/17

Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____

Property Address 176 Alton Rd Galloway, Ohio 43119

CERTIFICATION OF OWNER

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

OWNER: Samuel J. Runkle DATE: 7/5/7

OWNER: _____ DATE: _____

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered prior to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.

Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at www.dnr.state.oh.us.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

PURCHASER: _____ DATE: _____

PURCHASER: _____ DATE: _____

DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT LEAD-BASED PAINT AND / OR LEAD-BASED PAINT HAZARDS

Property Address 176 Alton Rd
 City Galloway State Ohio Zip 43119 MLS# _____

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

- SLR (a) Presence of lead-based paint and/or lead-based paint hazards (check one below)
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
 - Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- SLR (b) Records and Reports available to the Seller (check one below)
- Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead based hazards in the housing (list documents below):
 - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- _____ (c) Purchaser has received copies of all information listed above.
- _____ (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.
- _____ (e) Purchaser has (check one below):
- Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
 - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or paint hazards.

Sales Associate's Acknowledgment (initial)

- MC (f) Sales Associate has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller <u>Samuel L. Ruckl</u>	Date <u>7/5/17</u>	Purchaser _____	Date <u>/ /</u>
Seller _____	Date <u>/ /</u>	Purchaser _____	Date <u>/ /</u>
Sales Associate <u>Megan Cather</u>	Date <u>7/5/17</u>	Sales Associate _____	Date <u>/ /</u>





RES AUCTION SERVICES

1197 Glen Dr., Suite F • Millersburg, Ohio 44654
Millersburg 330-674-7610
Toll Free 1-888-674-7610



AUCTION PURCHASE CONTRACT OFFER, RECEIPT, SELLER'S ACCEPTANCE AND ESCROW INSTRUCTIONS

1. GENERAL TERMS: Samuel L. Runkle Seller, agrees to sell to _____, Buyer, real estate located

at 176 Alton Rd. Galloway OH 43119

Tax Parcel #s: 240-001937

Lot/Acreage Description: _____ which is procured by RES AUCTION SERVICES, Broker, Tom Rawn, Auctioneer. Auctioneer is licensed and bonded by the State of Ohio. The property shall include the land, all appurtenant rights, privileges and easements, and all buildings and fixtures delivered in their present condition. The property sells subject to all legal highways, zoning ordinances, easements, leases, restrictions and other conditions of public record. Mineral rights transfer subject to leases of record or as further explained by addendum.

This sale DOES NOT INCLUDE: _____

2. TERMS: Parcel Sold: (Check one) Lump Sum Amount _____ Per Acre Amount _____

Approximate Acres _____ (x) \$ _____ (per acre)

THE FINAL PURCHASE PRICE will be determined based on the final survey of acres to be transferred which shall be adjusted to the nearest tenth of an acre and calculated based on the final price bid per acre as identified on line 13.

Acreage and Frontage amounts, including lot markers, are approximate and subject to final survey (if required)

Auction Bid Price..... \$ _____

(+) Buyer's Premium \$ _____

PURCHASE PRICE \$ _____

Earnest money amount \$ 5,000.00

BALANCE DUE AT CLOSING..... \$ _____

PLUS Survey Charge to Buyer..... \$ _____

THE NON-REFUNDABLE EARNEST MONEY DEPOSIT is payable to **RES AUCTION SERVICES TRUST ACCOUNT** or **ASSIGNS**. Type of Deposit (check one) Cash _____ or Check # _____ Received by _____

The earnest money deposit is **NON-REFUNDABLE**; the contract contains no provisions for contingency on financing. In bidding, you are asserting you have the funding to close. In the event the Buyer does not close in compliance with the terms of this purchase agreement, all earnest money shall be forfeited and paid to the Seller as liquidated damages.

3. SPECIAL CONDITIONS AND/OR DEED RESTRICTIONS: _____

4. ESCROW INSTRUCTIONS: Funds and documents to be placed in escrow with RES AUCTION SERVICES or its assigns.

Buyer's Initials _____

Sellers Initials _____

- 34 **5. DEED:** Sellers to provide Warranty Deed or Fiduciary Deed.
- 35 **6. DEED MADE TO:** _____ Survivorship? yes no
- 36 **7. EVIDENCE OF TITLE:** Seller(s) to convey marketable title to the property. Seller, through Seller's Attorney/Title Agency, to provide a title
37 examination showing the property to be free from all encumbrances of record, excepting those permitted exceptions. Title Evidence
38 shall be in the form of an Owner's Title Insurance Policy with the cost of said Title Insurance and Title Insurance Commitment being
39 paid 100 % by Seller, and — % by Buyer. **RES AUCTION SERVICES ADVOCATES THE USE OF TITLE INSURANCE IN ALL**
40 **REAL ESTATE TRANSACTIONS.** The title company shall be chosen by the Seller, however, if required as a condition of the loan, the
41 title company could be chosen by Buyer's lender. Buyer has been advised that additional costs may be incurred by Buyer, should lender
42 require the use of a title company other than that chosen by Seller. Buyer shall be responsible for the cost of any title update from
43 Seller's title examination through transfer.
- 44 **8. CLOSING SHALL OCCUR AT:** First Ohio Title or assignee on or before Oct 11, 2017
- 45 **9. POSSESSION** of premises to be delivered to purchaser day of or — days after the deed is filed. Buyer shall, prior to closing,
46 procure fire and hazard insurance for any buildings on said property, but should any improvements be damaged or destroyed prior to
47 title transfer, without fault by Buyer, then, at Buyer's option, this contract may be voided.
- 48 **10. SELLER'S EXPENSE:** Seller shall pay the brokerage fee, 1/2 the escrow fee, the expense of preparing the deed by an Attorney of the
49 Seller's choice, the state and county transfer taxes, title expenses pursuant to paragraph 7, the tax and assessment pro-ration, and any
50 other expenses as per listing agreement. **In the event the Property is subject to any agricultural tax recoupments (C.A.U.V.) then:**
51 **Seller _____ Buyer _____ agrees to pay the amount of such recoupment.**
- 52 **11. BUYER'S EXPENSE:** Buyer shall pay the cost of filing the deed, any title expenses not being paid by Seller in Item 7 above, (including
53 the cost of any additional title insurance required by Buyer's lender), and 1/2 the escrow fee. If Buyer elects to obtain financing for this
54 purchase, Buyer is solely responsible for any and all lending expenses. Buyer's performance is not contingent upon obtaining financing.
- 55 **12. TENANTS:** If this is rental property, rent shall be pro-rated to the date the deed is filed. Seller shall pay Buyer the amount of the pro-
56 ration and the amount of any security deposits.
- 57 **13. INSPECTIONS/CONDITION OF PROPERTY:** All inspections must be made prior to the Auction. The property is sold as is, where is in its
58 present condition.
- 59 **14. MEGAN'S LAW:** Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain
60 members of the community if a sex offender resides in the area. The notices provided by the sheriff are public records and open
61 to inspection under Ohio's Public Records Law. Seller certifies that Seller has not received notice pursuant to Ohio's Sex Offender
62 Registration and Notification Law. Buyer acknowledges that the information disclosed above may no longer be accurate. If current
63 information on the status of registered sex offenders in the area is desired, Buyer agrees to assume the responsibility to check with the
64 local sheriff's office. Buyer is relying on Buyer's own inquiry with the local sheriff's office regarding registered sex offenders in the area
65 and is not relying on the Seller or any Broker or REALTOR® involved in the transaction.
- 66 **15. FAIR HOUSING STATEMENT:** It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised
67 Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing
68 accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing
69 accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry,
70 disability as defined in that section, military status as defined in that section, or national origin or to so discriminate in advertising the
71 sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.
- 72 **16. ORAL REPRESENTATION:** Seller and Buyer acknowledge that the REALTORS® have made no representations, warranties or
73 agreements, expressed or implied, including but not limited to any representation concerning condition of property.
- 74 **17. LOAN PAYOFF:** Seller hereby authorizes and directs Seller's mortgage lenders to, upon receipt, release loan payoff information to the title
75 company or escrow agent closing this sale, and to accept a signed copy of this Contract as full authority to release such information.

Buyer's Initials _____

Sellers Initials _____

76 **18. CLOSING STATEMENT:** Buyers and Sellers hereby grant permission and instruct escrow agent/title company to provide Broker(s) with a copy of
77 the estimated closing statement prior to closing and a final closing statement upon closing. Buyers and Sellers also give permission for Broker(s)
78 to disclose the contract price/post the contract price on Broker(s) web-site prior to closing.

79 **19. SELLER'S ACCEPTANCE:** The undersigned SELLER does hereby accept the above offer and upon completion of this transaction agrees
80 to have the Escrow Agent pay, by irrevocable assignment from SELLER'S proceeds to RES AUCTION SERVICES the commission agreed to
81 in the auction listing contract.

82 **20. ACKNOWLEDGMENTS:**

83 A. Buyer acknowledges receipt of the following disclosures:

- 84 Seller's Residential Property Disclosure Lead-Based Paint Disclosure
85 Agency Disclosure Consumer Guide to Agency with Fair Housing

86 B. Buyer and Seller acknowledge that this Agreement, including the additional terms and conditions in the attached Addendum
87 None (insert Addenda Nos., or state "None", as applicable), are legally binding, that they understand the contents of
88 this Agreement and any Addendum, that they have had an opportunity prior to auction to consult with an attorney before signing,
89 and that after signing they received a copy of this Agreement and any Addendum.

90 C. Buyer agrees to indemnify and save harmless RES AUCTION SERVICES, its employees and agents, from any liability stemming from
91 any incorrect information given or any material information Seller fails to disclose whether or not known by the Seller at the time of
92 the execution of the purchase agreement.

93 **BUYER'S INFORMATION**

SELLER'S INFORMATION

94 Buyer's Name Printed _____ Seller's Name Printed _____

95 Buyer's Signature _____ Seller's Signature _____

96 Date _____ Date _____

97 Buyer's Name Printed _____ Seller's Name Printed _____

98 Buyer's Signature _____ Seller's Signature _____

99 Date _____ Date _____

100 Buyer's Address _____ Seller's Address _____

101 City _____ State _____ Zip _____ City _____ State _____ Zip _____

102 Buyer's Home Phone _____ Seller's Home Phone _____

103 Buyer's Cell Phone _____ Seller's Cell Phone _____

104 Email _____ Email _____

105 **AGENT'S INFORMATION**

106 Referral Agent _____ Listing Agent Tom Rawn + Mark Cathers

107 Tel/Fax _____ Tel/Fax _____

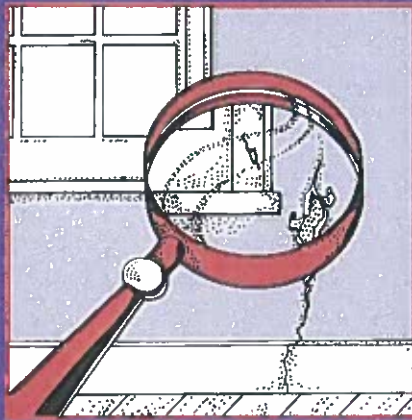
108 Referral Broker _____ Listing Broker _____

109 Tel/Fax _____ Tel/Fax _____

110 Email _____ Email _____

LEAD PAINT BROCHURE

(Cover page for 'Protect Your Family From Lead In Your Home' pamphlet is provided on next page for homes built prior to January 1st, 1978. Full copy will be provided at the auction site day of auction.)



Protect Your Family From Lead In Your Home



 **EPA** United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development