

REAL ESTATE AUCTION



Auction

- Ranch
- 3 Bedrooms
- 2 Bathrooms
- 2 Car Garage
- 5.94 Acres
- Public Water

7454 County Road 47
Somerset OH 43783



More Info:

This property will be offer at Auction on Sat. Oct. 7 at 10:00 am. Peaceful country setting, ranch home on almost 6 acres. Lots of updates, newer roof, windows and hot water heater. Public water, large 2 car detached garage and out building with horse stall.



HER Realtors

Mike Kennedy

740-403-4123

MIKE.KENNEDY@HERrealtors.com

<http://www.herrealtors.com/MikeKennedy>

DRE # 2003017623

Information deemed reliable but not guaranteed.



Agent Full 1-Page **Residential-Single Family Freestanding** **MLS# : 217029287**



Status: Active
Style: 1 Story
Address:
 7454 County Road 47, Somerset, OH 43783
Unit/Suite #:
Listing Agreement Type: Exclusive Right to Sell
Listing Service: MLS Entry Only
List Price: \$1
Original List Price: \$1
Showing Start Date: 08/10/2017
Days On Market: 2
Cumulative DOM: 2
Possession: At Closing

	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	2	0	1	1	0		0	0	0	1	0
Down 1	0	0	0	0	0	0		0	0	0	0	0
Down 2	0	0	0	0	0	0		0	0	0	0	0
Totals	3	2	0									

Location

Subdiv/Cmplx/Comm: School District: NORTHERN LSD 6403 PER CO. **Corp Lim:** None **Township:** Clayton
Directions: From Somerset, south on St. Rt. 13, left on St. Rt. 669, left on Wesley Chapel.

Characteristics

SqFt Documented: 1,568 **Doc SqFt Src:** **Acreage:** 5.94 **Lot Size (Side):**
SqFt ATFLS: 1,568 **ATFLS Source:** Realist **Lot Size (Front):** **Year Built:** 1992
Parcel #: 040000460400 **Tax District:** 04 **Mult Parcels/Sch Dis:** Yes **Built Prior to 1978:** No
County: Perry **Comm Dev Chrg:** No **Assessment:** **Tax Abatement:** No
Possession: At Closing **Abatement End Date:**
Taxes (Yrly): 1,222 **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: Window **Accessibility Features Y/N:** No **Warranty:**
Heating: Forced Air, Propane **New Financing:**
Bsmt: No **Alternate Uses:** Farm **New Construction:** No
Foundation: Block **Fireplace:** **Approx Complete Date:**
Exterior: Vinyl **Lot Characteristics:** **Manufactured Housing Y/N:** Yes
Rooms: 1st Flr Owner Suite, 1st Flr Laundry, Dining Room, Living Room **Exterior Amenities:** Deck, Well **Manufactured Housing:** Double Wide
Parking: 2 Car Garage, Detached Garage **Leased Items:** No
Garage/Enclosd Spaces: 2 **Tax:**
Interior Amenities: Gas Range, Refrigerator

Property Description: This property will be offer at Auction on Sat. Oct. 7 at 10:00 am. Peaceful country setting, ranch home on almost 6 acres. Lots of updates, newer roof, windows and hot water heater. Public water, large 2 car detached garage and out building with horse stall.

Agt to Agt Remarks: (See CR Full 2-Page Report for full text) Co-ops welcome, agents must register their buyer by Oct. 6. We will also be selling personal property at this Auction. For terms and pictures visit auctionzip.com, Auctioneer ID# 10820. Call Mike Kennedy for a bidder packet 740-403-4123.

Dir Neg w/Sell Perm: No **Contact Name:** **Contact Phone:**

Listing Info

Auction: Yes **Auction Date:** 10/07/2017 **Sub Agency:** No **SA Amount:** SA **Buy Brkr/Tenant Rep:** Yes **BB/TR Amount:** 2 **BB/TR** **VRC:**
Deposit Required: 5,000 **Type:** **Type:** % **No**

Sub Property Type: Single Family Freestanding **LD:** 08/09/2017 **XD:** 02/09/2018

Listing Office: 07655 **HER, Realtors** **Showing Start Date:** 08/10/2017 **Ofc Fax:** 740-522-8016
Listing Member: 2003017623 **Michael A Kennedy** **740-522-7946** **Agent Other Phone:**
Agent Email: mike.kennedy@herrealtors.com **740-403-4123** **Pref Agt Fax:** 740-928-0009
Showing Phone #: 614-255-5588 **Addl Contact Info:** Gary Babcock 740-258-3247

August 10, 2017 **Prepared by:** Michael A Kennedy

Information is deemed to be reliable, but is not guaranteed. © 2017 MLS and FBS. Prepared by Michael A Kennedy on Thursday, August 10, 2017 5:30 PM. The information on this sheet has been made available by the MLS and may not be the listing of the provider.

AUCTION

Real Estate And Personal Property

Saturday, October 7, 2017 at 10:00 am

7454 Wesley Chapel Rd. (Co. Rd. 47) Somerset, OH 43783

Real Estate will be offered at 10:00 am

Peaceful country setting, ranch home on almost 6 acres. Lots of updates, newer roof, windows and hot water heater. Public water, large 2 car detached garage and out building with horse stall.

BASIC TERMS: \$5,000 nonrefundable deposit from the successful bidder due the day of the auction, with the balance due in 45 days. This can be returned or applied to the purchase price upon execution of the contract. No financing contingencies. A 10% buyer premium will be added to the winning bid to establish the actual selling price. Any desired inspections must be made prior to bidding, property sold "as is". Broker co-ops are welcome, must register buyer by Oct. 6. Call for more details.

HER REALTORS, RES AUCTION SERVICES

Mike Kennedy, Gary Babcock

Auctioneers / Realtors

(740) 403-4123

Email: mike.kennedy@herrealtors.com

Visit www.auctionzip.com ID# 10820

KENNEDY AUCTIONS

"BID CALLER"

740-403-4123

AUCTION
REAL ESTATE & PERSONAL PROPERTY
SATURDAY, OCTOBER 7, 2017 at 10:00 am

7454 Wesley Chapel Rd. (Co. Rd. 47), Somerset, OH 43783

From Somerset, go south on St. Rt. 13, left on St. Rt. 669, in approx. 3 mi., left on Wesley Chapel Rd.
Signs will be posted.

Real Estate will be offered at 10:00 am.

Peaceful country setting, ranch home on almost 6 acres with lots of updates, newer roof, windows and hot water heater. Public water, large 2 car detached garage and out building with horse stall.

CARS: 1995 Mustang GT, 144,000 mi., auto; 1995 Mustang GT, convertible, 86,000 mi., may need transmission. These cars have salvage titles. They have been inspected and have been driven on the road. 1959 Edsel Corsair, 2 door 390, auto, needs restored, but all parts are there.; Ford 332 engine w/ transmission; Ford 352 engine w/ transmission.

GUNS: Mossberg 500, 12 ga.; Glenfield/ Maclin 225, 22 cal.; Smith Wesson 19, 357 cal.

MISCELLANEOUS

Kubota B 2400, hydro, 4x4, 1240 hrs., w/ front loader and 60 in. deck; Cub Cadet GT 2554, 23 hp, 54 in. deck; pto tiller; garden disc; 1 bottom plow; Husky tool chest, 2 pc. on wheels; hand tools; body tools; elec. hand tools; tool boxes; Lincoln 225 welder; acetylene cart, gauges, hoses and torch; 60 gal. 220 amp air compressor; 125 air tank; chain saws; table saw; 2 chain hoists; hyd. jacks; jack stands; barn jack; parts bins; many car parts: 1939 Pontiac cars parts, 1968 Ford LTD front end, and more; log chains; mechanics table on wheels; fuel cans; 23 bundles of shingles; fencing, spool of high tensile wire, T posts; halogen lights; new water softener; horse saddle, used once; new single tree; wooden ext. ladder; pipe tripod; bikes; scrap; and more.

COLLECTABLES AND HOUSEHOLD

Oil lamps; radio cabinet; sled; steel wheel; quilts; intricately carved figurines; glassware, Fenton, Imperial, West Moreland, Old Virginia; dishes; dining table w/ 4 chairs; couch; adjustable height coffee/ eating table; book shelves; gas fireplace, and more.

Auctioneer Note: For real estate terms and pictures visit auctionzip.com, Auctioneer ID# 10820

TERMS: cash or check w/ positive ID

OWNER: Merle and Linda Smart

AUCTIONEERS / REALTORS: Mike Kennedy (740) 403-4123
HER Realtors Gary Babcock

LUNCH

KENNEDY AUCTIONS
"BID CALLER"
740-403-4123

Data For Parcel 040000460400

Base Data

Parcel: 040000460400
 Owner: SMART MERLE L & LINDA M SURV
 Address: 7454 COUNTY RD 47



Mailing Address

Mailing Name: SMART MERLE L & LINDA M
 Address: 7454 WESLEY CHAPEL RD NE
 City State Zip: SOMERSET OH 43783-9741

Owner Address

Owner Name: SMART MERLE L & LINDA M SURV
 Address: COUNTY RD 47
 City State Zip: SOMERSET OH 43783

Geographic

City: UNINCORPORATED
 Township: CLAYTON TOWNSHIP
 School District: NORTHERN LSD

Legal

Legal Description:	PT SW1/4	Land Use:	511 UNPLTD 0-9.99AC
Neighborhood:		Number of Cards:	1
Legal Acres:	1	Range Township Section:	0-0-08
Tax District:	CLAYTON TWP NORTHERN LSD	Map Number/Routing Number:	/0011900
Net Annual Tax:	1222.34		

Valuation

	Appraised (100%)	Assessed (35%)
Land Value:	\$15,510.00	\$5,430.00
Building Value:	\$75,170.00	\$26,310.00
Total Value:	\$90,680.00	\$31,740.00
CAUV Value:	\$0.00	\$0.00
Taxable Value:		\$31,740.00

Notes

Notes:

Data For Parcel 040000460500

Base Data

Parcel: 040000460500
 Owner: SMART LINDA
 Address: COUNTY RD 47



Mailing Address

Mailing Name: SMART LINDA M
 Address: 7454 WESLEY CHAPEL RD NE
 City State Zip: SOMERSET OH 43783-9741

Owner Address

Owner Name: SMART LINDA
 Address: 7454 WESLEY CHAPEL RD
 City State Zip: SOMERSET OH 43783

Geographic

City: UNINCORPORATED
 Township: CLAYTON TOWNSHIP
 School District: NORTHERN LSD

Legal

Legal Description:	PT SW 1/4	Land Use:	501 UNPLTD 0-9.99AC
Neighborhood:		Number of Cards:	1
Legal Acres:	3.46	Range Township Section:	0-0-08
Tax District:	CLAYTON TWP NORTHERN LSD	Map Number/Routing Number:	/0008805
Net Annual Tax:	35.94		

Valuation

	Appraised (100%)	Assessed (35%)
Land Value:	\$2,600.00	\$910.00
Building Value:	\$0.00	\$0.00
Total Value:	\$2,600.00	\$910.00
CAUV Value:	\$0.00	\$0.00
Taxable Value:		\$910.00

Notes

Notes:

Data For Parcel 040000460300

Base Data

Parcel: 040000460300
 Owner: SMART LINDA M
 Address: COUNTY RD 47



Mailing Address

Mailing Name: SMART LINDA M
 Address: 7454 WESLEY CHAPEL RD NE
 City State Zip: SOMERSET OH 43783-9741

Owner Address

Owner Name: SMART LINDA M
 Address: 7454 WESLEY CHAPEL RD
 City State Zip: SOMERSET OH 43783

Geographic

City: UNINCORPORATED
 Township: CLAYTON TOWNSHIP
 School District: NORTHERN LSD

Legal

Legal Description: SW 1/4
 Neighborhood:
 Legal Acres: 1
 Tax District: CLAYTON TWP NORTHERN LSD
 Net Annual Tax: 40.66

Land Use: 501 UNPLTD 0-9.99AC
 Number of Cards: 1
 Range Township Section: 0-0-08
 Map Number/Routing Number: /0011800

Valuation

	Appraised (100%)	Assessed (35%)
Land Value:	\$2,940.00	\$1,030.00
Building Value:	\$0.00	\$0.00
Total Value:	\$2,940.00	\$1,030.00
CAUV Value:	\$0.00	\$0.00
Taxable Value:		\$1,030.00

Notes

Notes:

Data For Parcel 040000960000

Base Data

Parcel: 040000960000
Owner: SMART LINDA M
Address: COUNTY RD 47



Mailing Address

Mailing Name: SMART LINDA M
Address: 7454 WESLEY CHAPEL RD NE
City State Zip: SOMERSET OH 43783-9741

Owner Address

Owner Name: SMART LINDA M
Address: 7454 WESLEY CHAPEL RD
City State Zip: SOMERSET OH 43783

Geographic

City: UNINCORPORATED
Township: CLAYTON TOWNSHIP
School District: NORTHERN LSD

Legal

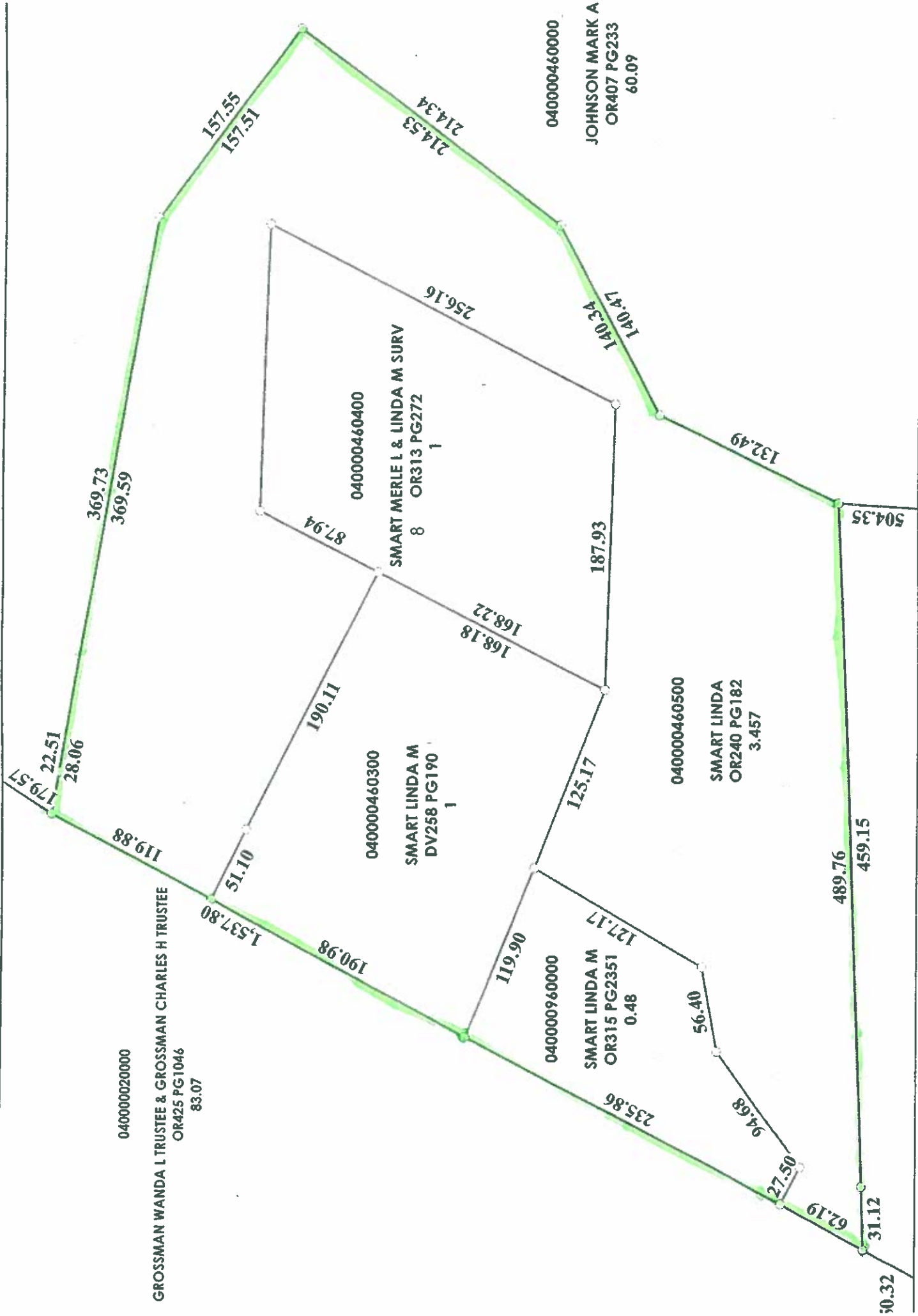
Legal Description:	PT SW 1/4	Land Use:	501 UNPLTD 0-9.99AC
Neighborhood:		Number of Cards:	1
Legal Acres:	0.48	Range Township Section:	0-0-08
Tax District:	CLAYTON TWP NORTHERN LSD	Map Number/Routing Number:	/0011801
Net Annual Tax:	19.74		

Valuation

	Appraised (100%)	Assessed (35%)
Land Value:	\$1,430.00	\$500.00
Building Value:	\$0.00	\$0.00
Total Value:	\$1,430.00	\$500.00
CAUV Value:	\$0.00	\$0.00
Taxable Value:		\$500.00

Notes

Notes:



04000020000
GROSSMAN WANDA L TRUSTEE & GROSSMAN CHARLES H TRUSTEE
OR425 PG1046
83.07

040000960000
SMART LINDA M
OR315 PG2351
0.48

040000460500
SMART LINDA
OR240 PG182
3.457

040000460300
SMART LINDA M
DV258 PG190
1

040000460400
SMART MERLE L & LINDA M SURV
OR313 PG272
1

040000460000
JOHNSON MARK A
OR407 PG233
60.09

179.57
22.51
28.06
369.73
369.59

1537.80
190.98
190.11
87.94

168.18
168.22

127.17

187.93

140.34
140.47

157.55
157.51

214.53
214.34

132.49

504.35

489.76
459.15

50.32

31.12

62.19

27.50

94.68

56.40

119.90

125.17



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 LMS Date 8/9/2017
Owner's Initials MS Date 8-9-17

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: 7454 Wesley Chapel Road Somerset Ohio 43783

Owners Name(s): Merle and Linda Smart

Date: August 8, 2017

Owner [X] is [] is not occupying the property. If owner is occupying the property, since what date: May 1991

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 [X], 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 [X] 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) [X] Yes [] No

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

- Public Sewer [], Private Sewer [], Leach Field [X], Unknown [], Aeration Tank [], Other [], Septic Tank [X], 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 [X] 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 [X] No If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

Roof replaced August 2016

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 [X] No

If "Yes", please describe and indicate any repairs completed:

Owner's Initials LMS Date 8/9/2017

Purchaser's Initials Date

Property Address 7454 Wesley Chapel Road Somerset Ohio 43783

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: floor area around water heater affecting bathroom and utility replaced and new flooring installed

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 checked="" 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 checked="" type="checkbox"/>
3) Central heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. If "Yes", indicate level of gas if known	_____	_____	_____
5) Other toxic or hazardous substances	<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, remediation or mitigation to the property: _____

Owner's Initials LMS Date 8/9/2017
Owner's Initials MS Date 8-9-17

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

Property Address 7454 Wesley Chapel Road Somerset Ohio 43783

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:
Is the property located in a designated flood plain? Yes No Unknown
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
1) Boundary Agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4) Shared Driveway	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Boundary Dispute	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5) Party Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Recent Boundary Change	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6) Encroachments From or on Adjacent Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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 LMS Date 8/9/2017
Owner's Initials MS Date 8-9-17

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

Property Address 7454 Wesley Chapel Road Somerset Ohio 43783

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: [Signature]

DATE: August 9 2017

OWNER: [Signature]

DATE: 8-9-17

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: _____



REAL ESTATE SHOWCASE AUCTION CO.

1197 Glen Dr. • Millersburg, Ohio 44654

Wooster 330-264-6888 • Millersburg 330-674-7610 • Ashland 419-289-2828

Toll Free 1-888-674-7610



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

1 **1. GENERAL TERMS:** _____ Seller, agrees to sell to

2 _____, Buyer, real estate located

3 at _____

4 Tax Parcel #s: _____

5 Lot/Acreage Description: _____ which is procured

6 by REAL ESTATE SHOWCASE, Broker, _____, Auctioneer. Auctioneer is licensed and bonded by the
7 State of Ohio. The property shall include the land, all appurtenant rights, privileges and easements, and all buildings and fixtures delivered
8 in their present condition. The property sells subject to all legal highways, zoning ordinances, easements, leases, restrictions and other
9 conditions of public record. Mineral rights transfer subject to leases of record or as further explained by addendum.

10 This sale DOES NOT INCLUDE: _____

11 _____

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

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

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

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

17 Auction Bid Price \$ _____

18 (+) Buyer's Premium \$ _____

19 **PURCHASE PRICE** \$ _____

20 Earnest money amount \$ _____

21 (+) Survey Cost \$ _____

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

23 **THE NON-REFUNDABLE EARNEST MONEY DEPOSIT** is payable to **REAL ESTAE SHOWCASE TRUST ACCOUNT** or **ASSIGNS**. Type of Deposit
24 (check one) Cash _____ or Check # _____ Received by _____

25 The earnest money deposit is **NON-REFUNDABLE**; the contract contains no provisions for contingency on financing. In bidding, you are
26 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
27 earnest money shall be forfeited and paid to the Seller as liquidated damages.

28 **3. SPECIAL CONDITIONS AND/OR DEED RESTRICTIONS:** _____

29 _____

30 _____

31 _____

32 _____

33 **4. ESCROW INSTRUCTIONS:** Funds and documents to be placed in escrow with REAL ESTATE SHOWCASE 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 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 _____ Owner's Title Insurance Policy, or _____ Attorney's Certificate of Title. Should an Owner's Policy of
 39 Title Insurance be desired, then the cost of said title insurance and title insurance Commitment shall be paid _____% by Seller,
 40 and _____% by Buyer. If an Attorney's Certificate of Title is chosen, then Seller shall pay the entire cost thereof. **REAL ESTATE**
 41 **SHOWCASE ADVOCATES THE USE OF TITLE INSURANCE IN ALL REAL ESTATE TRANSACTIONS.** The title company shall be chosen by
 42 the Seller, however, if required as a condition of the loan, the title company could be chosen by Buyer's lender. Buyer has been advised
 43 that additional costs may be incurred by Buyer, should lender require the use of a title company other than that chosen by Seller. Buyer
 44 shall be responsible for the cost of any title update from Seller's title examination through transfer.
 45
- 46 **8. CLOSING SHALL OCCUR AT:** _____ or assignee on or before _____.
- 47 **9. POSSESSION** of premises to be delivered to purchaser day of or _____ days after the deed is filed. Buyer shall, prior to closing,
 48 procure fire and hazard insurance for any buildings on said property, but should any improvements be damaged or destroyed prior to
 49 title transfer, without fault by Buyer, then, at Buyer's option, this contract may be voided.
- 50 **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
 51 Seller's choice, the state and county transfer taxes, title expenses pursuant to paragraph 7, the tax and assessment pro-rata, and any
 52 other expenses as per listing agreement. **In the event the Property is subject to any agricultural tax recoupments (C.A.U.V.) then:**
 53 **Seller _____ Buyer _____ agrees to pay the amount of such recoupment.**
- 54 **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
 55 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
 56 purchase, Buyer is solely responsible for any and all lending expenses. Buyer's performance is not contingent upon obtaining financing.
- 57 **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-
 58 ration and the amount of any security deposits.
- 59 **13. CONDITION OF PROPERTY:** The property is sold as is, where is.
- 60 **14. INSPECTIONS:** All inspections must be made prior to auction.
- 61 **15. MEGAN'S LAW:** Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain
 62 members of the community if a sex offender resides in the area. The notices provided by the sheriff are public records and open
 63 to inspection under Ohio's Public Records Law. Seller certifies that Seller has not received notice pursuant to Ohio's Sex Offender
 64 Registration and Notification Law. Buyer acknowledges that the information disclosed above may no longer be accurate. If current
 65 information on the status of registered sex offenders in the area is desired, Buyer agrees to assume the responsibility to check with the
 66 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
 67 and is not relying on the Seller or any Broker or REALTOR® involved in the transaction.
- 68 **16. FAIR HOUSING STATEMENT:** It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised
 69 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
 70 accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing
 71 accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry,
 72 disability as defined in that section, military status as defined in that section, or national origin or to so discriminate in advertising the
 73 sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.
- 74 **17. ORAL REPRESENTATION:** Seller and Buyer acknowledge that the REALTORS® have made no representations, warranties or
 75 agreements, expressed or implied, including but not limited to any representation concerning condition of property.

Buyer's Initials _____

Sellers Initials _____

76 **18. LOAN PAYOFF:** Seller hereby authorizes and directs Seller's mortgage lenders to, upon receipt, release loan payoff information to
77 the title company or escrow agent closing this sale, and to accept a signed copy of this Contract as full authority to release such
78 information.

79 **19. HUD STATEMENT:** Buyers Do, Do Not, Sellers Do, Do Not, hereby grant permission and instruct escrow agent or title
80 company to provide listing and selling broker with a copy of an estimated HUD settlement statement prior to closing and a final HUD
81 settlement statement upon closing.

82 **20. SELLER'S ACCEPTANCE:** The undersigned SELLER does hereby accept the above offer and upon completion of this transaction agrees
83 to have the Escrow Agent pay, by irrevocable assignment from SELLER'S proceeds to REAL ESTATE SHOWCASE the commission agreed
84 to in the auction listing contract.

85 **21. ACKNOWLEDGMENTS:**

86 **A.** Buyer acknowledges receipt of the following disclosures:
87 Seller's Residential Property Disclosure Lead-Based Paint Disclosure
88 Agency Disclosure Consumer Guide to Agency with Fair Housing

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

93 **C.** Buyer agrees to indemnify and save harmless Real Estate Showcase, LLC, its employees and agents, from any liability stemming
94 from any incorrect information given or any material information Seller fails to disclose whether or not known by the Seller at the
95 time of the execution of the purchase agreement.

96 **BUYER'S INFORMATION**

SELLER'S INFORMATION

97 Buyer's Name Printed _____ Seller's Name Printed _____
98 Buyer's Signature _____ Seller's Signature _____
99 Date _____ Date _____
100 Buyer's Name Printed _____ Seller's Name Printed _____
101 Buyer's Signature _____ Seller's Signature _____
102 Date _____ Date _____
103 Buyer's Address _____ Seller's Address _____
104 City _____ State _____ Zip _____ City _____ State _____ Zip _____
105 Buyer's Home Phone _____ Seller's Home Phone _____
106 Buyer's Cell Phone _____ Seller's Cell Phone _____
107 Email _____ Email _____

108 **AGENT'S INFORMATION**

109 Referral Agent _____ Listing Agent _____
110 Tel/Fax _____ Tel/Fax _____
111 Referral Broker _____ Listing Broker _____
112 Tel/Fax _____ Tel/Fax _____
113 Email _____ Email _____



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: _____

Buyer(s): _____

Seller(s): _____

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) _____ 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

