

Attention Investors & Developers!

Upper Sandusky, Ohio • Wyandot County

ONLINE REAL ESTATE AUCTION

0 North Drive, Upper Sandusky, Ohio 43351



ONLINE
BIDDING
OPEN NOW
WWW.RES.BID



PARCELS 1&2: 2.77 Acres with 4 sets of double residences. Existing rental income



PARCEL 3: 14.47+/- acre tract. Prime developable land, already platted with architectural plans.

Tuesday, November 28th • 1PM

Huge potential for investors, real estate entrepreneurs, land developers, and 1031 Exchange seekers. Existing, ongoing rental income from eight (8) units in four (4) double residences on 2.77 +/- acres and an additional 14.47 +/- acre tract ready for additional development all selling at auction as one.

OPEN PUBLIC INSPECTION:
Tuesday, November 7th
from 3:00 to 5:00 PM.

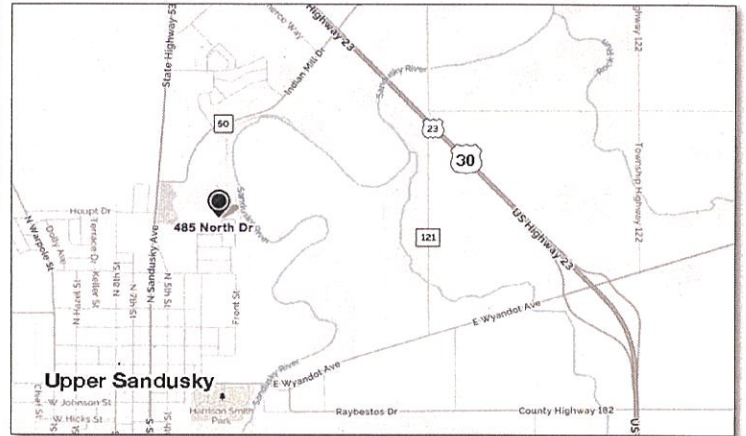
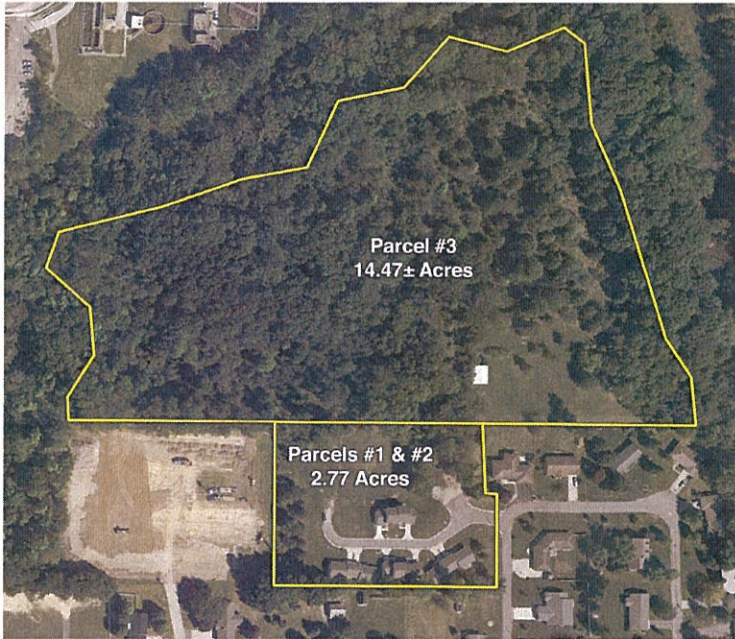


Property Offered in Partnership with:
Chrys Kimmel, Realtor (614) 402-6649
Tom Rawn, Auctioneer/Realtor (614) 833-2454
Mark Cathers, Realtor (614) 837-1000
(833) 765.3737 | www.RES.bid



3 Parcels - Tuesday, November 28th • 1PM

ONLINE REAL ESTATE AUCTION



PARCELS 1&2: 2.77 acre tract is zoned least restrictive multi-family residential and currently has 4 sets of double residences. 485/487 North Dr. Ranch style duplex each unit w/2 bdr., 1 ba. & garage (1920 sq. ft.) 489/491 North Dr. Townhouse style dbl. each unit w/2 bdr., 2.5 ba. & garage (1680 sq. ft.) 493/495 North Dr. Ranch style duplex each w/2 bdrm., 1.5 ba. & garage (1920 sq. ft.) 490/492 North Dr. Townhouse style dbl. each unit w/3 bdr., 1.5 ba. & garage (2240 sq. ft.)

NOTE: Parcel 1 has already developed to add three (3) additional double residences. Currently all units rented, many to long-term tenants.

PARCEL 3: Large, open 14.47+/- acre tract. Prime developable land, already platted with architectural plans. The potential for development is your choice with proper variances for local municipalities. Natural Gas near site.

TERMS: 10% Buyer Premium added to final bid to form contract price. \$50,000 Non-refundable deposit due day of auction as a non-refundable down payment by cashier's check or business check. Property Sold AS-IS with no contingencies including financing, inspection. Property sold subject to owner confirmation. Taxes prorated to day of closing. Closing 60 days from contract signing, Buyer pays ½ of escrow fee. Broker Co-op offered and welcome. Free and clear title at closing. Possession at closing. The property offered in co-operation with HER Realtors. Bidding open October 9, 2017 at 9 AM and complete terms on www.res.bid.

General Location: Both Parcels are convenient to Downtown Upper Sandusky, close to other businesses, schools, Wyandot Memorial Hospital and nearby to the cities of Findlay and Marion. The property has a ravine settings and back side adjoins the Sandusky River.



Register to Bid at www.RES.bid

REAL ESTATE SHOWCASE AUCTION CO.

In cooperation with HER Realtors
(614) 273-6427

Dear Bidder,

Notice to Bidders

We appreciate your interest in RES Auction Co. auction team in cooperation with HER Realtors 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. If 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. ***For online auctions go to www.res.bid to register and bid.* A credit card will be used to validate your ID.**
- 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 a 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
HER Realtors Auctioneer/Realtor

Mark E. Cathers, GRI (614) 273-6427
HER Realtors Auction Coordinator

Peter Gehres (614) 306-1435
RES Auction Co. Auctioneer/Realtor

Chrys Kimmel (614) 402-6649
HER Realtors

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CONSUMER GUIDE(S) TO AGENCY RELATIONSHIPS
AGENCY DISCLOSURE STATEMENT(S)
TERMS AND CONDITIONS
AUCTION PURCHASE AGREEMENT

MLS SHEET AND PROPERTY
PHOTOS

Agent Full

Land/Farm-Multi-Family Land

Status: Active
List Number: 217036862
Listing Agreement Type: Exclusive Right to Sell
Listing Service:

List Price: \$200,000
Original List Price: 200,000
Showing Start Date: 10/07/2017
VT:



Parcel #: 06-450200.0000
Addl Parcel Numbers: 06-119001.60000, 06-680040.0000

Traffic Count
PerDay:
Zoning: Mult Fam Res

Previous Use:
Tax District: 06

Acreage: 17.71 Lot Size (Side):
Minimum Acreage: Lot Characteristics: Ravine Lot; Sloped Lot; Wooded
Minimum SF Avail: Max Contiguous SF Av:
Tillable Acres: Road Frontage:
Lot Size (Front): Useable Acres:

of Dwellings: 8 Year Remodeled:
Year Built: 2003 # of Buildings: 4
Building Sq Ft: Built Prior to 1978: No
Possession:

General Information

Address: 0 North Drive
Between Street: North Drive & Butterfly Drive
Subdiv/Cmplx/Comm:
Dist To Intersxn:

Unit/Suite #:
City: Upper Sandusky
County: Wyandot
Multiple Parcels: Yes
Zip Code: 43351
Corp Limit: Upper Sandusky
Township: Crane
School District: UPPER SANDUSKY EVSD 8803 WYA CO.

Financials

Gross Income: 60,000 Tax Incentive: No Net Operating Income: 38,900
Tax Abatement: No Abatement End Date:
Taxes (Yrly): Tax Year:
For Sale: Yes Price Per Acre:
For Lease: No Lease Price:
For Exchange: No Addl Acceptance Cond: Auction Reserve
Mortgage Balance:
Term Desired:

Features

Services Available: Electric; Sanitary Sewer; Storm Sewer; Water
Construction:
Miscellaneous:
MLS Primary PhotoSrc: Realtor Provided

Property Description

Online Bidding Only on 2.77 acre tract zoned multi-family residential least restrictive, with 4 sets of doubles and developed to add 3 more doubles. The 14.47 acre tract will be offered with 2.77 acre tract. Prime developable land, already platted w/architectural plans. TERMS: \$50,000 Non-refundable deposit. 10% Buyers Premium will be added to final bid to determine final purchase price. Sells subject to Owner Confirmation. Closed in 60 days & Sold As-Is. Buyer pays 1/2 of escrow fee.

Agent to Agent Remarks

Go to www.resbid to register and bid. Site is smartphone and mobile device friendly for bidding. Send your Agency Disclosure for your Buyer prior to bidding to mark.cathers@herrealtors.com. All units are currently occupied by tenants. Interested parties may visit property and walk the land during daylight hours, however at NO TIME are any tenants to be approached. NO units will be shown until the Open House for inspections on Nov. 7th from 3 to 5 pm. Information package available with more details will be coming shortly.

Dir Neg w/Sell Perm: No

Contact Name:

Contact Phone:

Listing Info

Auction: Yes Auction Date: 11/28/2017 Sub Agency: No SA Amount: SA Type: BB/TR Amount: 2 BB/TR Type: % VRC: No
Conditions: Y

Sub Property Type: Multi-Family Land

LD: 10/07/2017

Showing Start Date: 10/07/2017

Listing Office: 10083
Listing Member: 2007004581
Agent EMail: chryskimmel@yahoo.com
Brokerage License #: 2009000708

HER, Realtors
Christine D Kimmel
Chrys Kimmel
Showing Phone #: 614-402-6649

614-824-5419 Ofc Fax: 614-824-5467
614-402-6649 Agent Other Phone: 614-402-6649
Pref Agt Fax: 614-643-6064
Addl Contact Info:

Sold Info

Under Contract Date: Sold Date: DOM: 27 SP:
Selling Office: - Sold Terms: CDOM: 287 Sold Non-MLS: No
Selling Member: - Fin: StrAst:
- StrCns:

Sold Non-MLS: No
November 02, 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, November 02, 2017 3:31 PM. The information on this sheet has been made available by the MLS and may not be the listing of the provider.

Double Family Residence



Developed Land



Developed Land



Developed Land



Developed Land



Small Home on Developed Land



Undeveloped Land



Undeveloped Land



Undeveloped Land



Undeveloped Land



Undeveloped Land



Undeveloped Land



Undeveloped Land Including Pole Barn



Undeveloped Land



COUNTY PARCEL DATA:

Parcel 1

6-450200.0000/04 res
032-0-006

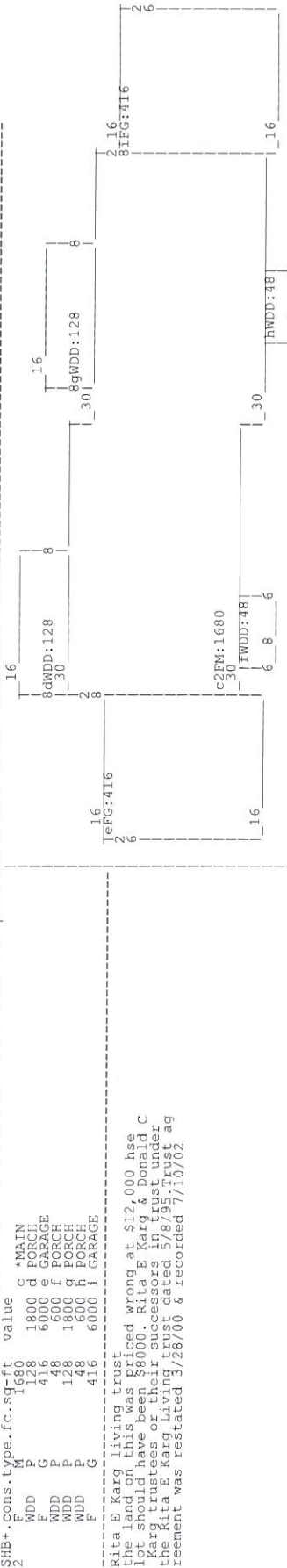
WYANDOT COUNTY, OHIO
GEORGE W. KITZLER, AUDITOR

re s o r d
5:30:16

CRANE TOWNSHIP
UPPER SANDUSKY CORPORATION 00060

11/02/17

SHB+ cons.type.fc.sq-ft value
2 1800 G MAIN 131900
WDD 416 F PORCH 79100
F 6000 F GARAGE 211000
WDD 48 F PORCH 4600
WDD 128 G PORCH 12000
WDD 48 F PORCH 4800
F 6000 I GARAGE 242700



Rita E Karg living trustee
the land this was purchased wrong at \$12,000 hse
lot should have been \$8000. Rita E Karg & Donald C
Karg trustees of their successors in trust under
the Rita E Karg Living trust dated 5/8/95. Trust ag
reement was restated 3/28/00 & recorded 7/10/02

occupancy 2 DUPLEX *DWELLING COMPUTATIONS
story hgt 2 main 1800 131900
floor lv1 full upr FRAME 1680 79100
subtotal 1680 211000

SHINGLE 100% U A
plstr/drywall D D + lvg units 4600
fram/wd-joint X X air conditng 5800
floor/carpet X X plumbing 4500
number of rms 2 4 garcarports 12000
bedrooms 2 4 ext features 4800
insulation F 4 total value 242700
central heat A ALL PUB UTIL'S
central a/c A 2 PUB PAVED ST/RD
std plumbing code LEVEL
0618
104
dwl/gar/nc%

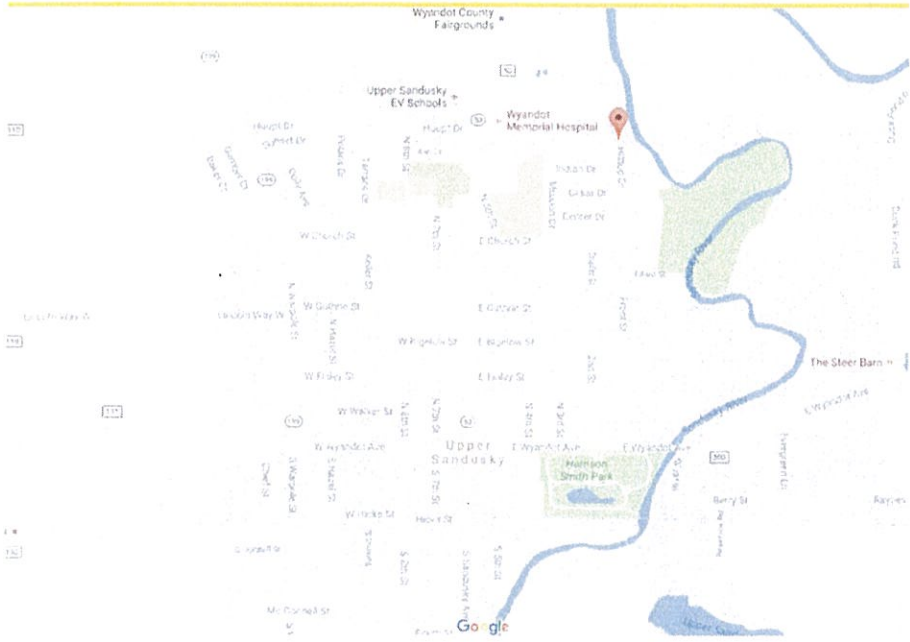
call back: - - - - - sign: date: lister: 6-450200.0000-v123014

scale: 1.00' per horiz, 2.00' per vert char

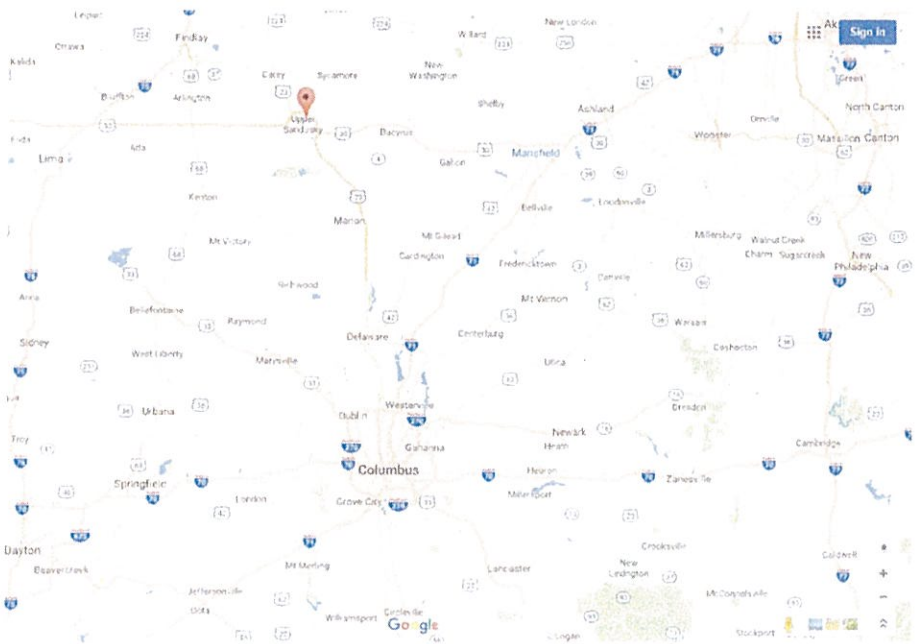
PROPERTY LOCATION MAP:

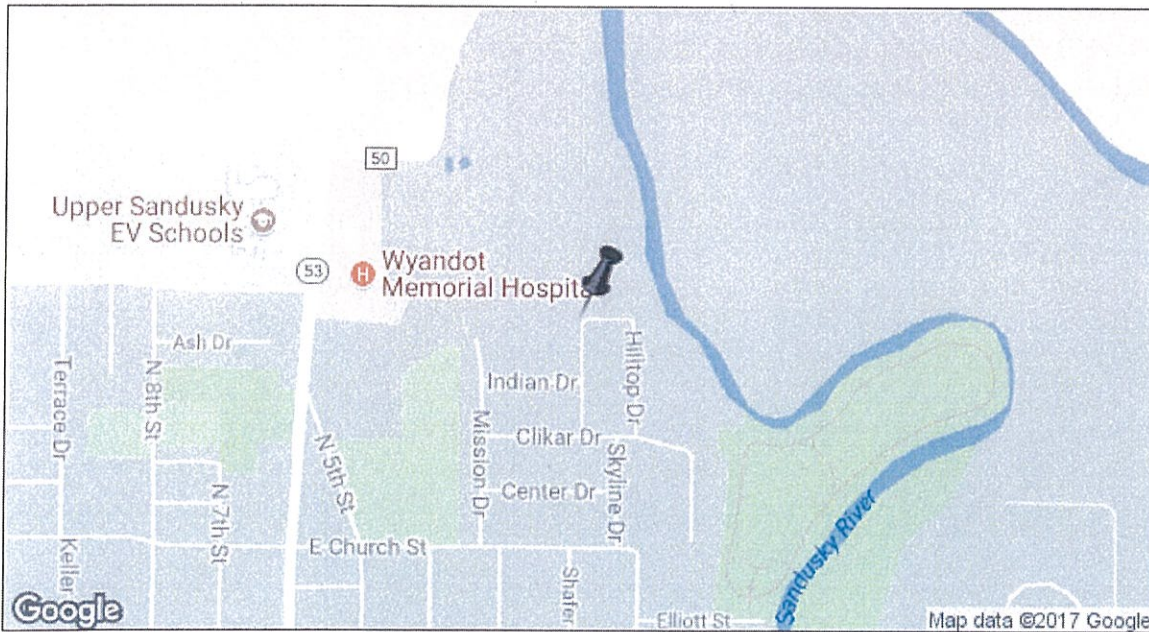
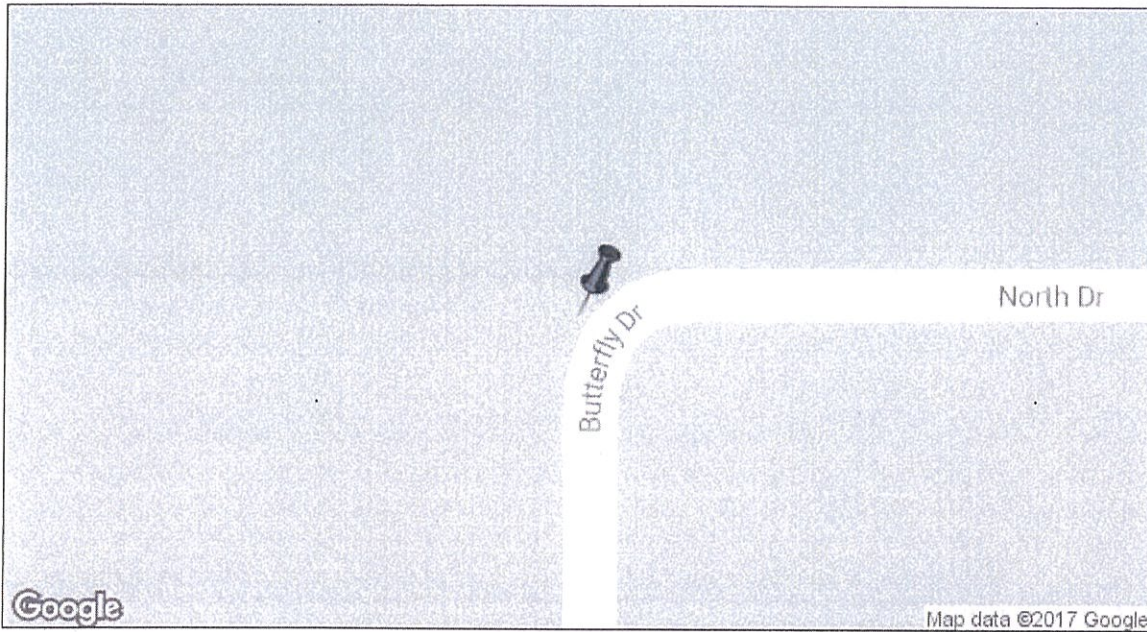


Upper Sandusky Map

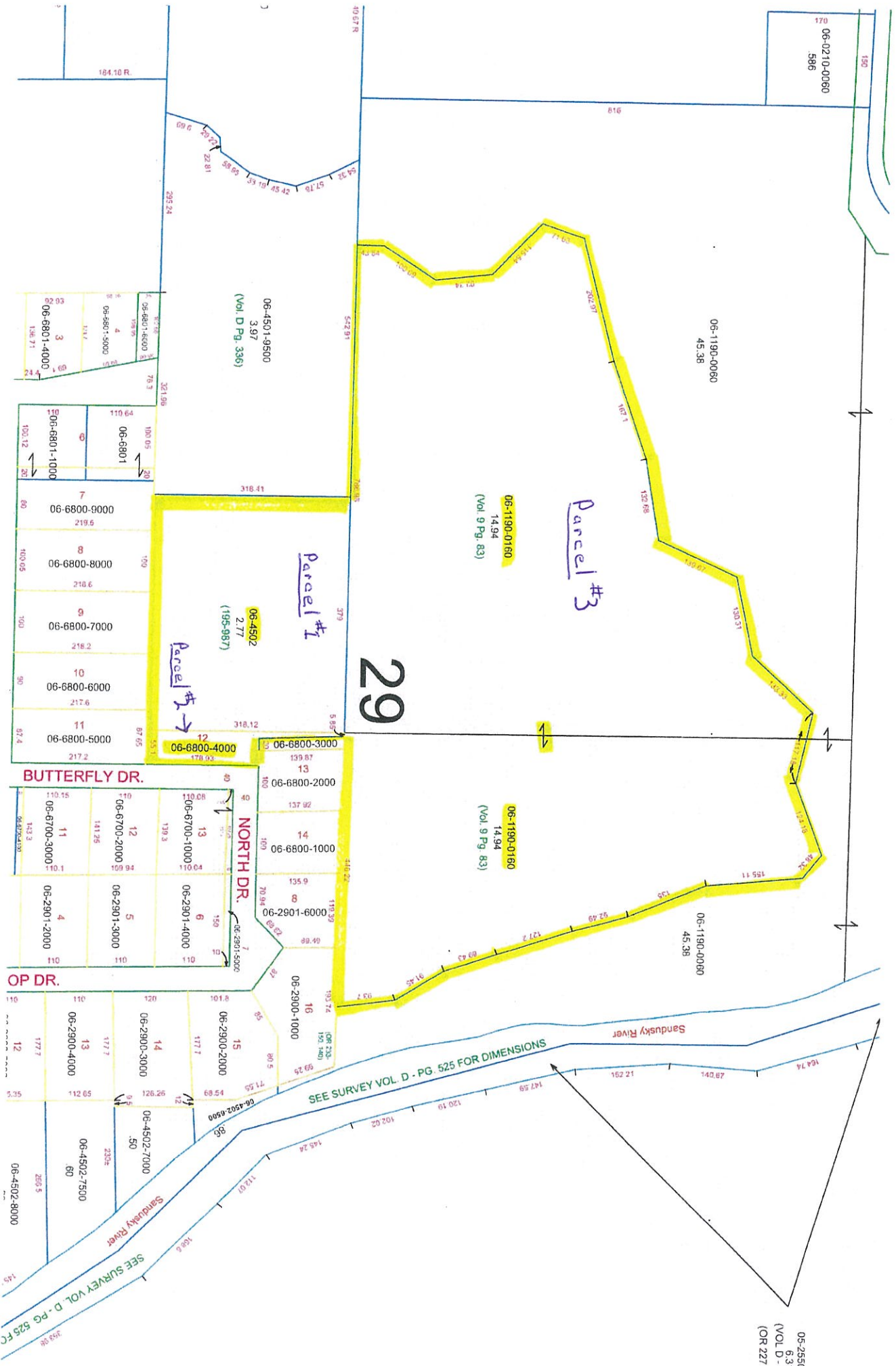


Regional Map





SURVEYS/PLAT MAPS:



06-0210-0060
586

06-1190-0060
45.38

06-1190-0160
14.94
(Vol. 9 Pg. 83)

Parcel #3

29

06-4501-9500
3.97
(Vol. D Pg. 336)

06-4502
2.77
(195-987)

Parcel #5

06-1190-0160
14.94
(Vol. 9 Pg. 83)

06-1190-0060
45.38

BUTTERFLY DR.

NORTH DR.

OP DR.

SEE SURVEY VOL. D - PG. 525 FOR DIMENSIONS

Sandusky River

SEE SURVEY VOL. D - PG. 525 FC

05-2550
6.31
(VOL. D - I
(OR 227

FINANCIAL
INFORMATION

Butterfly Land Development Company, LLC

Rental Information

485/487 North Drive

Ranch style duplex, each unit offers 2 bedrooms and 1 bath, attached single car garage.
Total building square footage 1,920
RENTS: \$650/month and \$600 per month

489/491 North Drive

Townhouse style double, each unit offers 2 bedrooms and 2 full, 1 half bath, attached single car garage.
Total building square footage 1680.
RENTS: \$650/month/unit

493/495 North Drive

Ranch style duplex, each unit offers 2 bedrooms and 1 full, 1 half bath, attached single car garage.
Total building square footage 1920
RENTS: \$600/month/unit

490/492 North Drive

Townhouse style double, each unit offers 3 bedrooms and 1 full, 1 half bath, attached single car garage.
Total building square footage 2240
RENTS: \$650/month/unit

Gross Income:	\$60,000.00
Total Expenses:	\$21,000.00
Net Operating Income:	\$38,900.00

Total Annual Taxes: \$8,223.52

Parcel 1	06-450200.0000	\$7,649.44
Parcel 2	06-680040.0000	\$171.62
Parcel 3	06-119011.6000	\$402.46

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
- AUCTION PURCHASE AGREEMENT



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: 0 North Drive Upper Sandusky OH 43351

Buyer(s): _____

Seller(s): Butterfly Land Development Co., LLC

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 Chrys Kimmel, Tom Rawn, Mark Cathers, and HER Realtors
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) Chrys Kimmel, Tom Rawn, Mark Cathers and real estate brokerage HER Realtors 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: 0 North Dr. Upper Sandusky OH 43351

Buyer(s): _____

Seller(s): Butterfly Land Development Co., LLC

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Peter Gehres AGENT(S), and RES Auction Co. BROKERAGE.

The seller will be represented by _____ AGENT(S), and _____ 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.
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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:* _____
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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 _____

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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.

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- 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.

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- 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.

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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:

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(614) 466-4100



AUCTION TERMS AND CONDITIONS

- A 10% Buyer's Premium will be added to final bid to form purchase price.
 - Real Estate sells 'AS-IS' with no contingencies including financing and inspection.
 - Taxes prorated through day of closing.
 - The successful bidder shall deposit a \$50,000.00 nonrefundable down payment with a cashier's or business check into broker's trust account due day of auction.
 - Property shall close within 60 days of contract signing.
 - Property sells subject to Owner Confirmation.
 - Seller will provide Title Insurance.
 - Buyer pays half of the escrow fee.
 - Free and clear title at closing.
 - Broker co-op Welcome.
-
- Online Bidding ends November 28th, 2017 at 1 PM. If bids are placed within the last 5 minutes, bidding will be auto extended an additional 5 minutes.

Go to www.res.bid to register and bid.



RES AUCTION SERVICES

1197 Glen Dr., Suite F • Millersburg, Ohio 44654

Millersburg 330-674-7610

Toll Free 833-765-3737



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

1. GENERAL TERMS: Butterfly Land Development Co., LLC Seller, agrees to sell to _____, Buyer, real estate located

at 0 North Dr. Upper Sandusky OH 43351

Tax Parcel #: 06-119001.6000, 06-450200.0000 and 06-680040.0000

Lot/Acreage Description: 17.71 acres 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 <u>10%</u>	\$ _____
PURCHASE PRICE	\$ _____
Earnest money amount	\$ <u>50,000.00</u>
BALANCE DUE AT CLOSING.....	\$ _____
PLUS Survey Charge to Buyer.....	\$ <u>0</u>

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 Feb. 26, 2018.
- 45 9. **POSSESSION** of premises to be delivered to purchaser day of or 1 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-rata, 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 _____ (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 <u>Butterfly Land Dev. Co., LLC</u>
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 Listing Referral Agent _____	Auctioneer <u>Tom Rawn</u>
107 Phone _____	Phone <u>614-580-6171</u>
108 Referral Brokerage _____	Listing Brokerage <u>RES Auction Services</u>
109 Phone _____	Phone <u>330-674-7610</u>
110 Email _____	Email <u>Tom.rawn@herrealtors.com</u>
111 Buyer's Referral Agent _____	Referral Brokerage _____