

REAL ESTATE AUCTION

104.6 +/- Acres

0 Big Run South Rd.
Grove City OH 43123

Auction Date:
Tuesday December 12, 2017 6 PM

Preview Dates:
Monday November 27, 2017 from 1 to 3 PM

Auction Site
HER Realtors Office located at
4183 Parkway Centre Dr. Grove City OH 43123

HER Realtors
Tom Rawn Auctioneer/Realtor (614) 580-6171
Mark Cathers, GRI Auction Coordinator (614) 273-6427
In cooperation with Cindy Johnston HER Realtors (614) 432-0121



In cooperation with:



REAL ESTATE AUCTION

GROOMS FARMS (Total 159+/- Acres)

POTENTIAL for INVESTORS, DEVELOPERS or FARMERS

Evelyn & Jennifer Grooms/Work have decided to offer their separate Farms at Public Auction. Great opportunity with endless potential. Currently farmed with a total of 155 base acres (Soil types Kokomo & Crosby). Land Use – 101 (Cash Grain/ Gen. Farm.) Sewer & Water, nearby. Columbus tax district and only minutes to Downtown Grove City & Columbus. Close to Bolton Field Airport, Golf Courses, Shopping & Dining.

**LOCATION – Corner of Big Run South and Johnson Roads
GROVE CITY, OHIO 43123**

**TUES. DECEMBER 12, 2017 at 6 PM (Doors open 5 Pm)
(Auction to be held at HER Office Grove City 4183 Parkway Centre Dr.)**

**FARM (# 1) 0 Big Run South Rd. (Prairie Twp.) Parcel ID # 470-271424
Total Acres 104.6 +/- Acres**

Tract 1-A 24.5 +/- Acres w/older outbuildings Frontage on Big Run S.

Tract 1-B 34.5 +/- Acres Frontage on Johnson Rd.

Tract 1-C 45.5 +/- Acres Frontage on Johnson Rd.

**FARM (#2) 5080 Big Run South Rd. (Pleasant Twp.) Parcel ID # 465-271423
Total Acres 54 +/- Acres**

5 +/- acres with Home/Outbuildings have recently Sold, not part of Auction

Tract 2-A 27 +/- Acres Frontage on Johnson Rd. & Big Run S.

Tract 2-B 27 +/- Acres Frontage on Johnson Rd.

On Site Tour – Mon. Nov. 27@ 1-3 PM.

METHOD- Farms will not be offered together, sold separately. Tracts within each Farm will be offered individually and in combination. Sold in manner, they bring the most.

TERMS – \$25,000 Non-refundable deposit per Tract due day of auction. 3% 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 w/no contingencies. Seller welcomes 1031 exchange Buyers. Buyer pays ½ of escrow fee. Broker Co-op Welcome.

Current land tenant has right to harvest growing crop if not harvested by closing.

TAXES – Taxes prorated to the day of closing. New tax amounts determined after closing. CAUV tax recoupment, if any the responsibility of Buyer.

SURVEY – Acreage & Road frontage approximate, subject to final survey.

**Real Estate Showcase Auction Services in Cooperation w/HER
In Cooperation with Cindy Johnston, HER Realtor 614-432-0121
Auctioneer - Tom Rawn 614-273-6478 & Mark Cathers, Realtor 614-273-6427
www.res.bid & www.auctionzip.com ID # 4889**

REAL ESTATE SHOWCASE AUCTION CO.

(614) 273-6427

Dear Bidder,

Notice to Bidders

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

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

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

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

Thanks again and GOOD LUCK!

Tom Rawn (614) 580-6171
Auctioneer/Realtor

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

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MLS SHEET AND PROPERTY
PHOTOS

Agent Full

Land/Farm-Farm Crops



Status: Active
 List Number: 216038530
 Listing Agreement Type: Exclusive Right to Sell
 Listing Service:

List Price: \$1,256,000
 Original List Price: 1,499,900
 Showing Start Date: 10/24/2016
 VT:

Parcel #: 470-271424
 Addl Parcel Numbers:
 Previous Use:
 Tax District: 470

Traffic Count PerDay:
 Zoning: Land/Farm

Acreage: 104.66
 Minimum Acreage:
 Minimum SF Avail:
 Tillable Acres:
 Lot Size (Front):

Lot Size (Side):
 Lot Characteristics:
 Max Contiguous SF Av:
 Road Frontage:
 Useable Acres:

of Dwellings:
 Year Built:
 Building Sq Ft:

Year Remodeled:
 # of Buildings:
 Built Prior to 1978: Yes
 Possession:

General Information

Address: 00000 S Big Run South Road
 Between Street: Johnson Road & Big Run South Road
 Subdiv/Cmplx/Comm:
 Dist To Intersxn:

Unit/Suite #: Zip Code: 43123
 City: Grove City Corp Limit: Columbus
 County: Franklin Township: Prairie
 Multiple Parcels: School District: COLUMBUS CSD 2503 FRA CO.

Financials

Gross Income: 0	Tax Incentive: No	Net Operating Income: 0
Tax Abatement: No	Abatement End Date:	Total Expenses: 0
Taxes (Yrly): 10,408	Tax Year: 2015	Assessment:
For Sale: Yes	Price Per Acre:	Mortgage Balance:
For Lease: No	Lease Price:	Term Desired:
For Exchange: Yes	Addl Acceptance Cond: None Known	

Features

Services Available:
 Construction:
 Miscellaneous:
 MLS Primary PhotoSrc: Realtor Provided

Property Description

FARM AUCTION. Come bid your price. 104.6+/-acre and 54+/-acre farm beside Bolton Airfield will be sold separately. Tracts within each Farm will be offered individually and in combination. Farms will be sold in manner they bring the most. TERMS: \$25,000 Non-refundable deposit per Tract due day of auction. 3% Buyers Premium will be added to final bid to determine final price. Sells subject to Owner Confirmation. Closed in 60 days and sold As-Is w/no contingencies. Near Mt. Carmel Hospital, new schools, excellent shopping, and access to I-270. Water and sewer lines are within reach. (See schemas attached to the MLS). There is huge potential here... don't miss out.

Agent to Agent Remarks

If representing a buyer, please email an Agency Disclosure to mark.cathers@herrealtors.com 24 hours prior to the auction. Please note that Current tenant of the farms has a right to the growing crop if not harvested by closing. Seller welcomes 1031 exchange Buyers. request a bid package for additional details and information on the farms at mark.cathers@herrealtors.com.

Dir Neg w/Sell Perm: No

Contact Name:

Contact Phone:

Listing Info

Auction: No	Auction Date:	Sub Agency: No	SA Amount:	SA Type:	BB/TR Amount: 3	BB/TR Type: %	VRC: No
Sub Property Type: Farm Crops				LD: 10/24/2016	Showing Start Date: 10/24/2016		
Listing Office: 07638	HER, Realtors		614-875-7400	Ofc Fax: 614-875-0889			
Listing Member: 2013000428	Cynthia M Johnston		614-432-0121	Agent Other Phone:			
Agent Email:	Cindy Johnston			Pref Agt Fax: 866-557-4902			
cindy.johnston@herrealtors.com							
Brokerage License #: 2009000708	Showing Phone #:		6144320121	Addl Contact Info: Tom Rawn Auctioneer: (614) 554-2585			

Sold Info

Under Contract Date:	Sold Date:	DOM: 395	SP:
Selling Office: -	Sold Terms:	CDOM: 395	Sold Non-MLS: No
Selling Member: -		Fin:	SrAst:
		SrCns:	

Sold Non-MLS: No
 November 22, 2017

Prepared by: Mark E Cathers

COUNTY PARCEL DATA:

S Big Run Rd, OH, Franklin County

Owner Information

Owner Name: **Grooms Evelyn M** Tax Billing Zip: **45697**
 Tax Billing Address: **345 Paint Rd** Tax Billing Zip+4: **9755**
 Tax Billing City & State: **Winchester, OH**

Location Information

School District: **470** Neighborhood Code: **8500-8500**
 School District Name: **Columbus Csd** Township/Tax Dist Desc: **Columbus-Prairie Twp-Cols Csd**
 Census Tract: **81.61**

Tax Information

Tax ID: **470-271424** Tax Area: **470**
 Alt APN: **470-271424-00**
 Legal Description: **S BIG RUN RD ENTRY 3026 104.662 ACRES**

Assessment & Tax

Assessment Year	2016	2015	2014
Assessed Value - Total	\$178,150	\$178,150	\$178,150
Assessed Value - Land	\$177,975	\$177,975	\$177,975
Assessed Value - Improved	\$175	\$175	\$175
YOY Assessed Change (\$)	\$0	\$0	
YOY Assessed Change (%)	0%	0%	
Market Value - Total	\$509,000	\$509,000	\$509,000
Market Value - Land	\$508,500	\$508,500	\$508,500
Market Value - Improved	\$500	\$500	\$500

Total Tax	Tax Year	Change (\$)	Change (%)
\$10,428	2014		
\$10,408	2015	-\$20	-0.19%
\$11,241	2016	\$832	8%

Characteristics

State Use: **Cash-Grain/Farm** Lot Acres: **104.662**
 Land Use: **Field & Seed** # of Buildings: **1**

Features

Feature Type	Unit	Size/Qty	Width	Depth	Year Built
Frame Utility Shed					
Flat Barn	S	3,354	39	86	1900
Flat Barn	S	880	22	40	1900
1s Frame Or Metal Poultry Hse	S	528	16	33	1900

Listing Information

MLS Listing Number: **216038530** MLS Current List Price: **\$1,256,000**
 MLS Status: **Active** MLS Orig. List Price: **\$1,499,900**
 MLS Status Change Date: **10/24/2016** Listing Agent Name: **2013000428-Cynthia M Johnston**
 MLS Listing Date: **10/24/2016** Listing Broker Name: **HER, REALTORS**

MLS Listing #	214010583	211031706	210023706
MLS Status	Expired	Cancelled	Cancelled
MLS Listing Date	02/01/2014	09/09/2011	06/09/2010
MLS Listing Price	\$1,499,000	\$4,098,800	\$2,616,550
MLS Orig Listing Price	\$2,930,536	\$4,098,800	\$3,767,832

Last Market Sale & Sales History

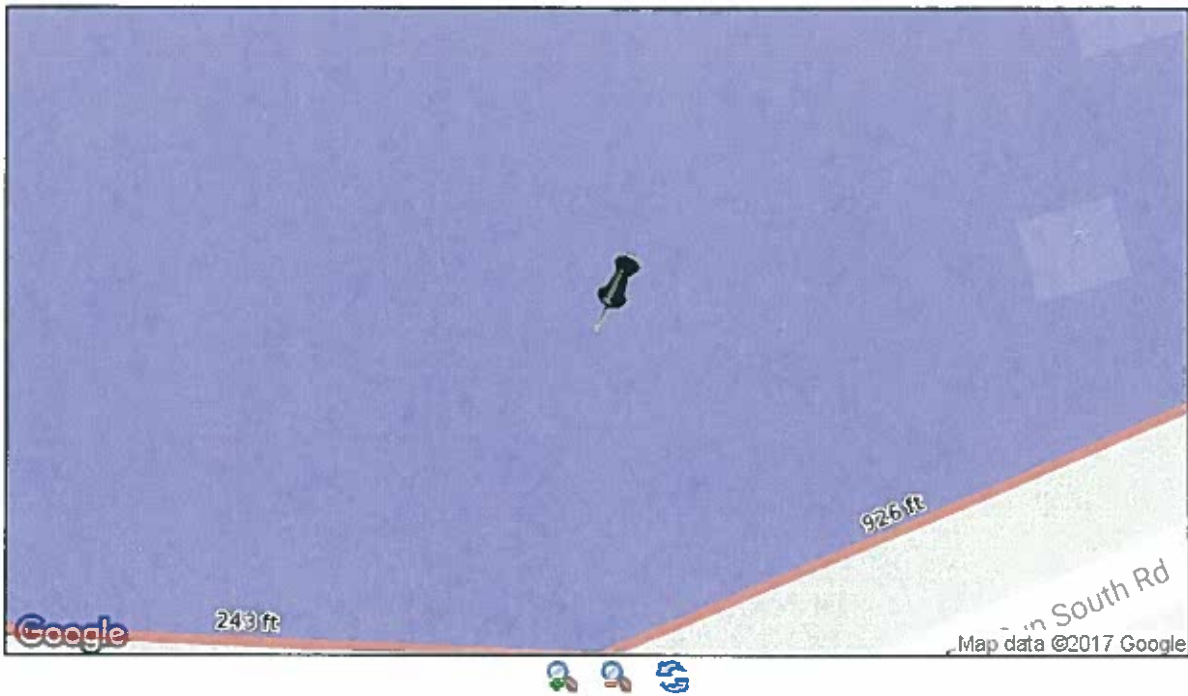
Owner Name: **Grooms Evelyn M**

Courtesy of Mark Cathers, Columbus REALTORS

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

Property Detail

PROPERTY LOCATION MAP:



AGRICULTURE
FSA INFORMATION

Grooms Farms (159 +/- Acres)
Farm Land Data for Both Farms (As a whole)
FSA Farm # 1002

Per FSA Office (Franklin/Pickaway Co.)

Cropland (Ac.) **DCP Cropland (Ac.)**

157.39 157.39

Crop **Base Acreage** **PLC Yield**

CORN 83.19 124

SOYBEANS 72.51 44

Total Base: 155.70

Farm Summary

Year **Corn (Acres)** **Beans (Acres)**

2014	90.8	66.5	
2015	66.5	90.8	
2016	0	157.3	
2017	45 +/-	112.3 +/-	(Est.)

Hel Status: NHEL: No agricultural commodity planted on undetermined fields.

Wetland Status: Wetland determinations not complete

WL Violations: None

OWNERS – Evelyn M. Grooms, Jennifer M. Grooms-Work

Soil Map—Franklin County, Ohio
(0 Big Run South)



Soil Map may not be valid at this scale.

Map Scale: 1:5,650 if printed on A landscape (11" x 8.5") sheet.

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

MAP LEGEND

- | | | | |
|--|------------------------|--|-----------------------|
| | Area of Interest (AOI) | | Soil Area |
| | Soils | | Stony Spot |
| | Soil Map Unit Polygons | | Very Stony Spot |
| | Soil Map Unit Lines | | Wet Spot |
| | Soil Map Unit Points | | Other |
| | Special Point Features | | Special Line Features |
| | Blowout | | |
| | Borrow Pit | | Streams and Canals |
| | Clay Spot | | Transportation |
| | Closed Depression | | Rails |
| | Gravel Pit | | Interstate Highways |
| | Gravelly Spot | | US Routes |
| | Landfill | | Major Roads |
| | Lava Flow | | Local Roads |
| | Marsh or swamp | | Background |
| | Mine or Quarry | | Aerial Photography |
| | Miscellaneous Water | | |
| | Perennial Water | | |
| | Rock Outcrop | | |
| | Saline Spot | | |
| | Sandy Spot | | |
| | Severely Eroded Spot | | |
| | Sinkhole | | |
| | Slide or Slip | | |
| | Sodic Spot | | |

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Franklin County, Ohio
Survey Area Data: Version 15, Oct 5, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Feb 27, 2012—Mar 4, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
CrA	Crosby silt loam, Southern Ohio Till Plain, 0 to 2 percent slopes	4.4	4.1%
CrB	Crosby silt loam, Southern Ohio Till Plain, 2 to 6 percent slopes	46.1	43.4%
Ko	Kokomo silty clay loam, 0 to 2 percent slopes	51.8	48.8%
LeB	Lewisburg-Crosby complex, 2 to 6 percent slopes	3.9	3.7%
Totals for Area of Interest		106.3	100.0%



United States
Department of
Agriculture

Franklin County, Ohio

Tract 638

Farm 1002

2017 Program Year
Map Created September 13, 2016

Pickaway/Franklin County
Farm Service Agency
110 Island Rd
PO Box 503
Circleville, OH 43113-0503
740-477-1691 (p)
855-832-5977 (f)

Common Land Unit

- Non-Cropland
- Cropland
- CRP
- Tract Boundary

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

All of the following are true unless otherwise indicated:

- All Crops=NI
- All Crops=GR
- Corn=YEL
- Soybeans=COM
- Wheat=SRW



Tract Cropland Total: 157.39 acres

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership, rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination CPA-026 and attached maps for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).



DEVELOPER
INFORMATION

Zoning Report

Site Information

Address	S BIG RUN RD
Mailing Address	345 PAINT RD WINCHESTER OH 45697-9755
Owner	GROOMS EVELYN M
Parcel Number	470271424
In Columbus?	Yes
County	FRANKLIN

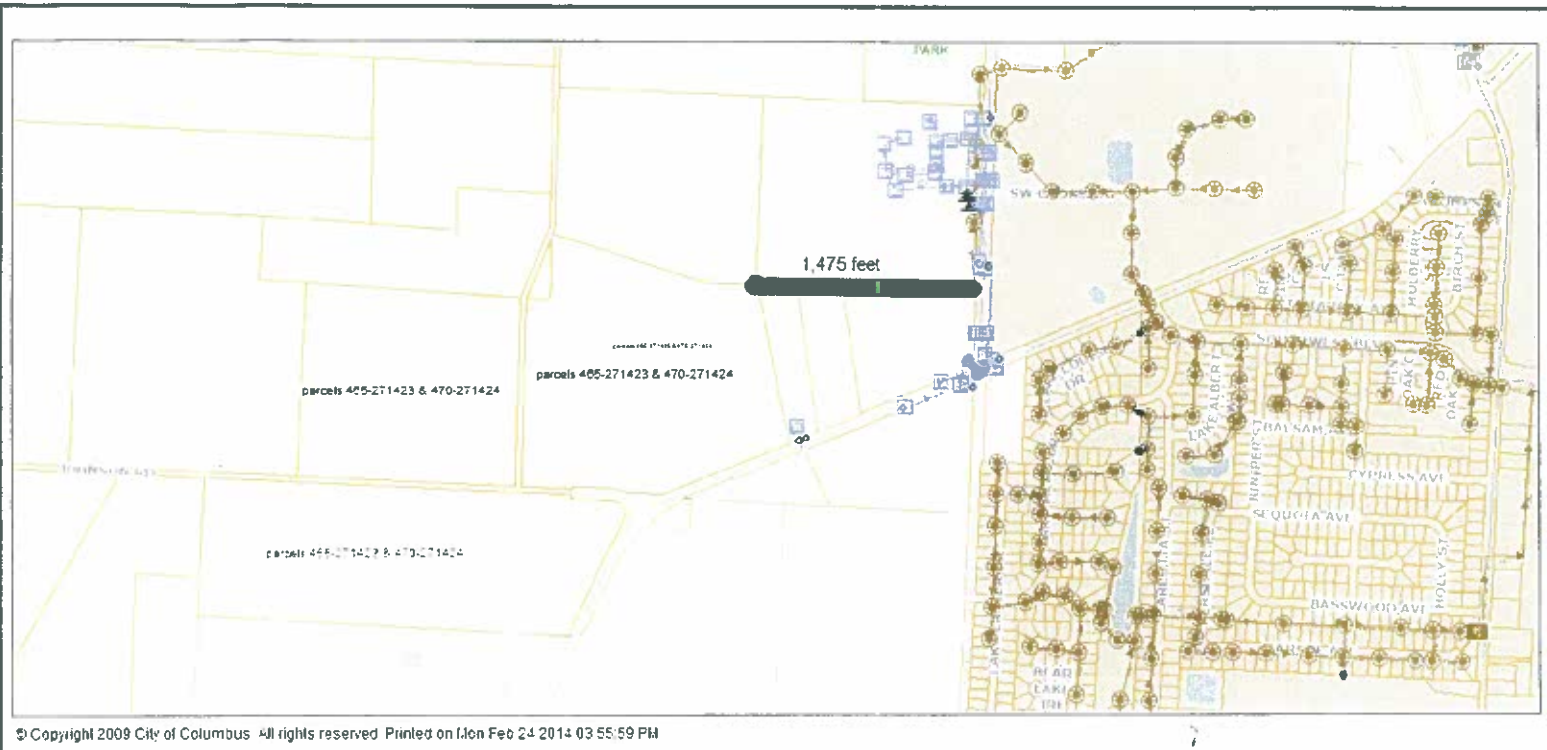
Zoning Information

Zoning	Z04-035, Residential, LSR, 12/14/2005, H-35 Z04-035, Neighborhood Center, NC, 12/14/2005, H-35 Z04-035, Neighborhood Center, NC, 12/14/2005, H-35 Z04-035, Residential, LSR, 12/14/2005, H-35 Z04-035, Neighborhood General, NG, 12/14/2005, H-35
Historic District	None
Short North Special Parking Area	Out
Council Variance	None
Board of Zoning Adjustment (BZA) Variance	None
Commercial Overlay	None
Planning Overlay	Hellbranch
Graphics Variance	None
Area Commission	Westland Area Commission
Historic Site	No
Flood Zone	Out
Airport Overlay Environs	None

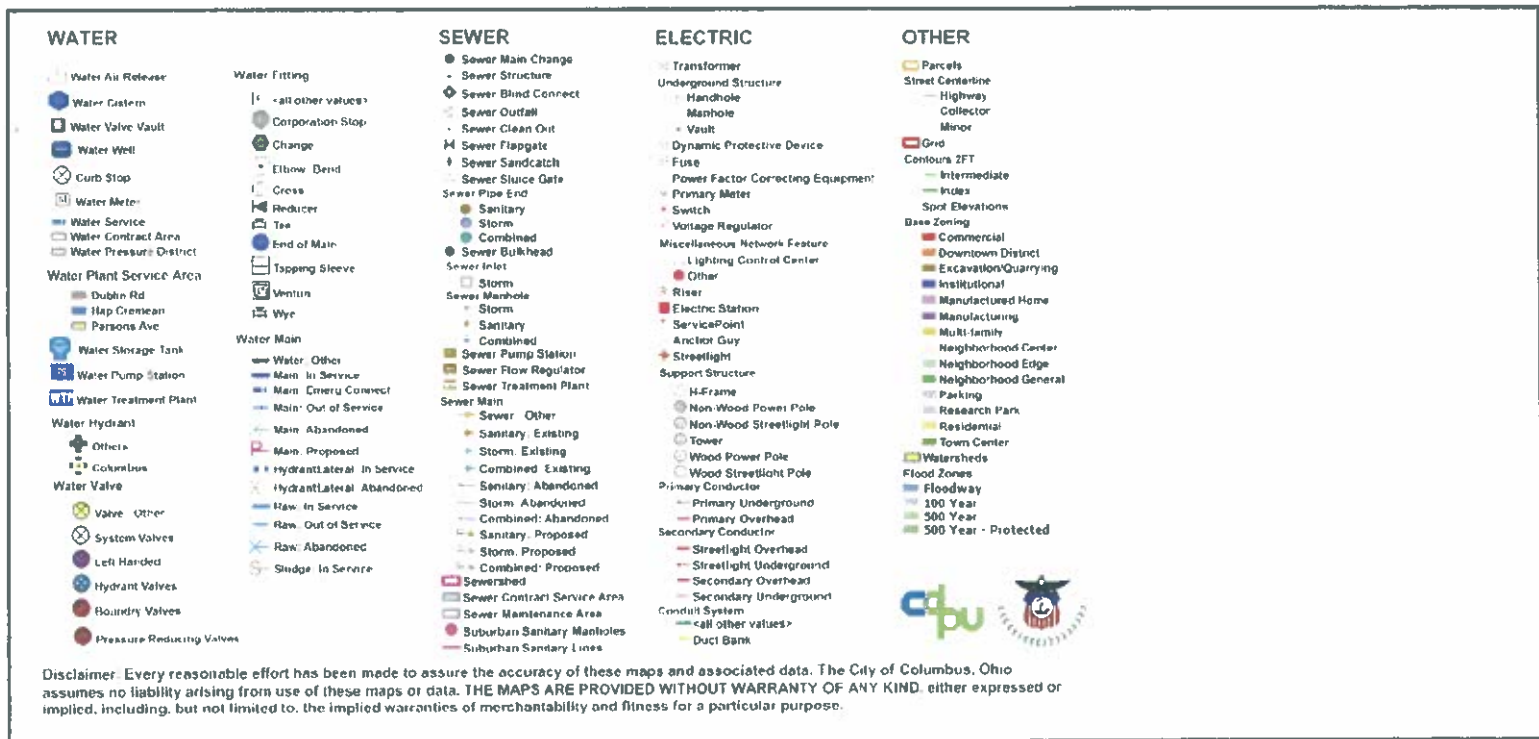
Pending Zoning Action

Zoning	None
Board of Zoning Adjustment (BZA) Variance	None
Council Variance	None
Graphics Variance	None

PARCEL IDs 465-271423 & 470-271424

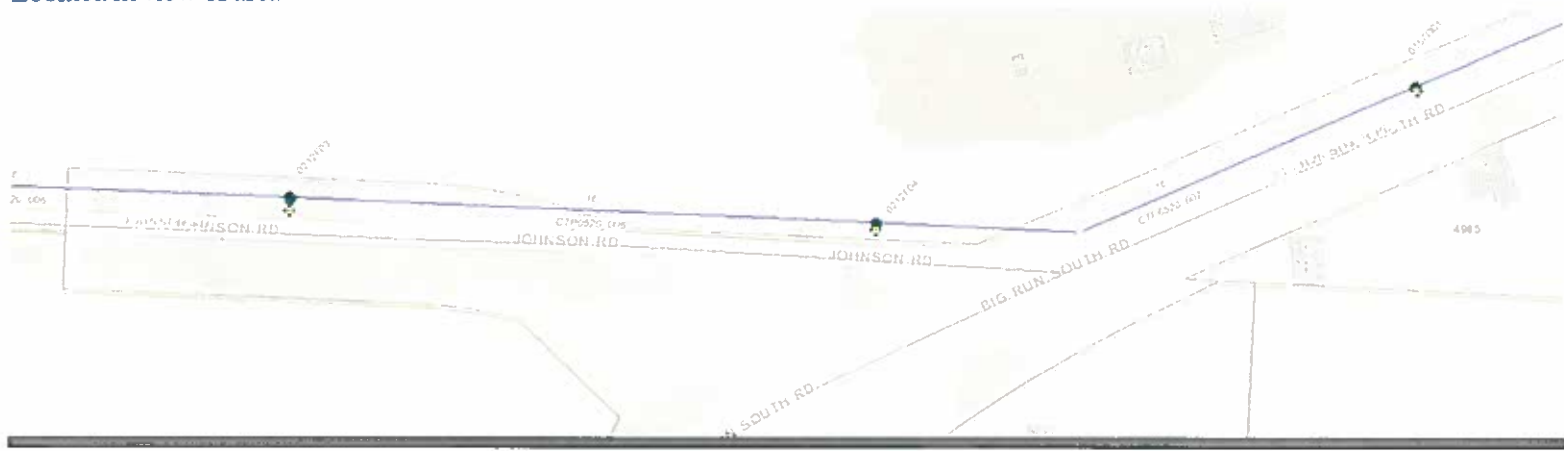


Legend



16" Water Main

Zoomed in view of area



○ Norton Ridge

Marathon 14" Pipeline

Big Run South Rd

Johnson Rd

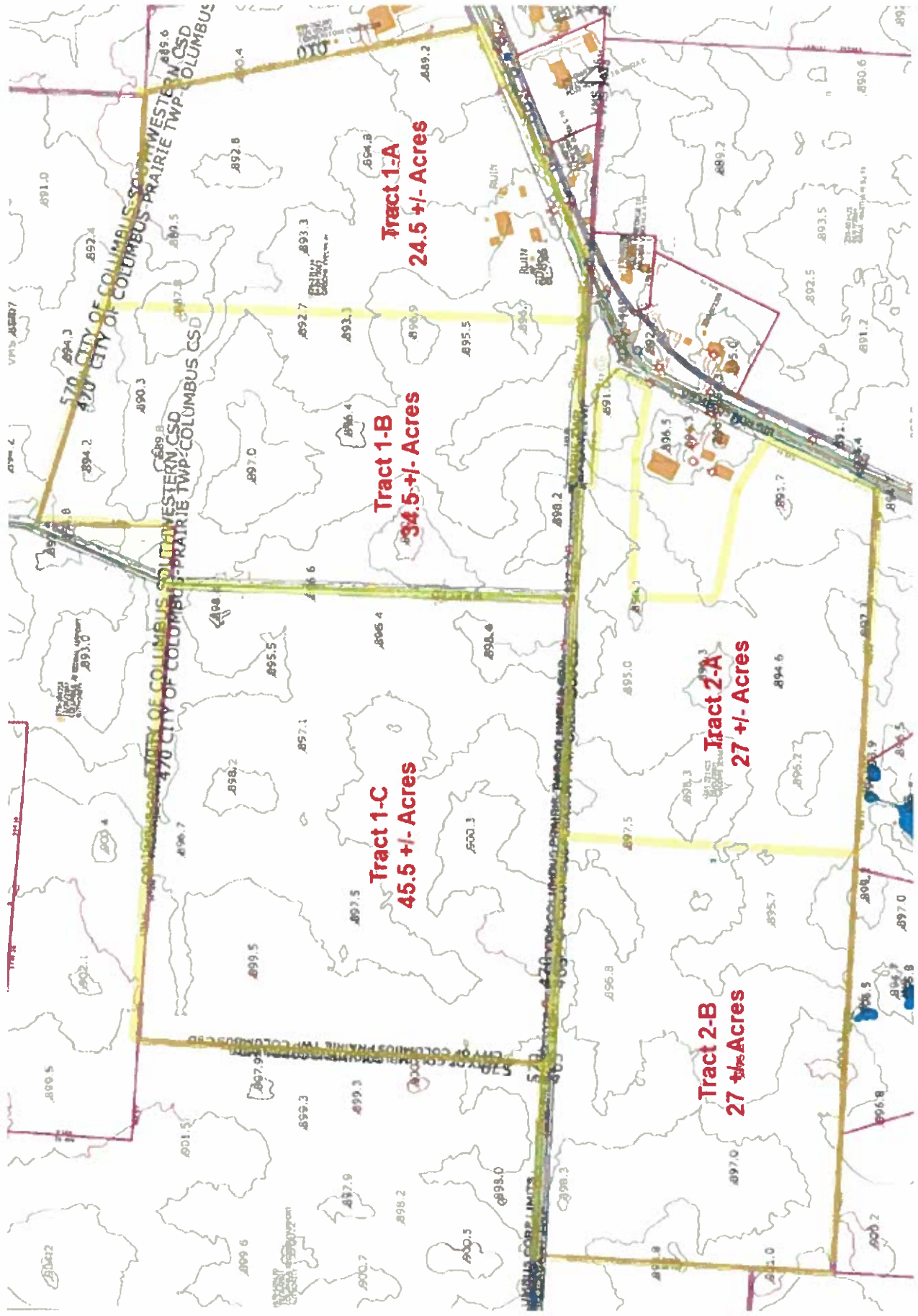
© 2017 Google

841 ft

Google earth

Imagery Date: 8/29/2016 lat 39.891052° lon -83.130875° elev 898 ft eye alt 4788 ft





Tract 1-A
24.5 +/- Acres

Tract 1-B
34.5 +/- Acres

Tract 1-C
45.5 +/- Acres

Tract 2-A
27 +/- Acres

Tract 2-B
27 +/- Acres

Preliminary Bid Package

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

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



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



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:

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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



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: Big Run South Rd Grove City OH 43123

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 Tom Rawn, Mark Cathers, Cindy Johnston, 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) Tom Rawn, Mark Cathers, Cindy Johnston 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: Big Run South Rd, Grove City OH 43123

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 Peter Gehres, and RES Auction Co
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

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

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

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

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

CONSENT

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

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

DUAL AGENCY

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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.

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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:

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



AUCTION TERMS AND CONDITIONS

5080 and 0 Big Run South Rd Grove City Ohio 43123

- Real Estate sells 'AS-IS'.
- The successful bidder shall deposit a \$25,000.00 nonrefundable cashier's check or business check per tract into broker's trust account.
- A 3% Buyer's Premium will be added to final bid to determine final purchase price.
- Property shall close within 60 days.
- Property sells subject to Owner Confirmation.
- Current land tenant has right to harvest growing crop if not harvested by closing.
- Acreage and road frontage are approximate subject to final survey.
- Taxes prorated to day of closing. New tax amounts determined after closing. CAUV tax recoupment if any is the responsibility of Buyer.
- Farms sell at 6 pm Tuesday December 12, 2017.



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 **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 RES AUCTION SERVICES, Broker, Tom Rawn, Auctioneer. Auctioneer is licensed and bonded by the State
7 of Ohio. The property shall include the land, all appurtenant rights, privileges and easements, and all buildings and fixtures delivered in their
8 present condition. The property sells subject to all legal highways, zoning ordinances, easements, leases, restrictions and other conditions of
9 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	<u>3%</u> \$ _____
19	PURCHASE PRICE	\$ _____
20	Earnest money amount	\$ <u>25,000.00</u>
21	BALANCE DUE AT CLOSING.....	\$ _____
22	PLUS Survey Charge to Buyer.....	\$ _____

23 **THE NON-REFUNDABLE EARNEST MONEY DEPOSIT** is payable to **RES AUCTION SERVICES 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 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:** _____ or assignee on or before _____.
- 45 **9. POSSESSION** of premises to be delivered to purchaser day of or — days after the deed is filed. Buyer shall, prior to closing,
46 procure fire and hazard insurance for any buildings on said property, but should any improvements be damaged or destroyed prior to
47 title transfer, without fault by Buyer, then, at Buyer's option, this contract may be voided.
- 48 **10. SELLER'S EXPENSE:** Seller shall pay the brokerage fee, 1/2 the escrow fee, the expense of preparing the deed by an Attorney of the
49 Seller's choice, the state and county transfer taxes, title expenses pursuant to paragraph 7, the tax and assessment pro-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 None (insert Addenda Nos., or state "None", as applicable), are legally binding, that they understand the contents of
88 this Agreement and any Addendum, that they have had an opportunity prior to auction to consult with an attorney before signing,
89 and that after signing they received a copy of this Agreement and any Addendum.

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

93 **BUYER'S INFORMATION**

SELLER'S INFORMATION

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

105 **AGENT'S INFORMATION**

106 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 _____
111 Buyer's Referral Agent _____	Referral Brokerage <u>HER Realtors</u>