## REAL ESTATE AUCTION

54 +/- Acres

5080 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 seperate 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 Coop 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

#### **TABLE OF CONTENTS:**

- MLS SHEET AND PROPERTY PHOTOS
- COUNTY PARCEL DATA
- AGRICULTURE / FSA INFORMATION
- DEVELOPER INFORMATION
- PROPERTY LOCATION MAP
- PRELIMINARY BID PACKAGE WITH CONTRACTS AND DISCLOSURES:

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

# MLS SHEET AND PROPERTY PHOTOS



Status: Active

List Number: 216039086

Listing Agreement Type: Exclusive Right to

Listing Service: MLS Entry Only

List Price: \$711,500

Original List Price: 996,072

**Showing Start Date:** 

10/29/2016

VT:

Parcel #: 465-271423 Addl Parcel Numbers:

Previous Use:

Tax District: 465

Acreage: 59.29 Minimum Acreage:

Minimum SF Avail: Tillable Acres:

Lot Size (Front):

# of Dwellings: Year Built: 1900 Building Sq Ft: 1,802 Traffic Count PerDay:

Zoning: Land/Farm

Lot Size (Side): Lot Characteristics: Max Contiguous SF Av:

Road Frontage: Useable Acres:

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

Possession:

General Information

Address: 5080 Big Run South Road

Between Street: Johnson Road & Big Run South Road

Subdiv/Cmplx/Comm:

Dist To Intersxn:

**Financials** 

Gross Income: 0 Tax Abatement: No Taxes (Yrly): 7,120

For Sale: Yes For Lease: No

For Exchange: Yes

Features

Tax Incentive: Abatement End Date:

Price Per Acre: Lease Price:

Tax Year:

Addl Acceptance Cond: None Known

Unit/Suite #: City: Grove City County: Franklin

No

2015

Corp Limit: Columbus Township: Pleasant Multiple Parcels: No

Zip Code: 43123

School District: COLUMBUS CSD 2503 FRA CO.

Net Operating Income: 0 Total Expenses: Assessment: Mortgage Balance: Term Desired:

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. There is an old house on the property currently being rented. The tennant is currently purchasing the house plus 5.001 acres (leaving the remaining 54+/-acres).

Dir Neg w/Sell Perm: No

Contact Name:

**Contact Phone:** 

Listing Info

Auction: No **Auction Date:**  Sub Agency: No

SA Amount: SA Type: LD: 10/29/2016

BB/TR Amount: 3 BB/TR Type: %

VRC: No

Sub Property Type: Farm Crops

Showing Start Date: 10/29/2016 614-875-

Ofc Fax:614-875-0889

Listing Office: 07638

HER, Realtors

7400

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:** Selling Office: -

Sold Date:

**DOM: 390** 

SP-

Sold Non-MLS: No

Selling Member: -

Sold Terms:

**CDOM: 1120** 

SIrAst:

Fin: SirCns:

Sold Non-MLS: No November 22, 2017

Prepared by: Mark E Cathers

### **COUNTY PARCEL DATA:**

#### 5080 Big Run South Rd, Grove City, OH 43123-9685, Franklin County

#### **Owner Information**

Owner Name:Grooms Jennifer MTax Billing Zip:45697Tax Billing Address:345 Paint RdTax Billing Zip+4:9755Tax Billing City & State:Winchester, OHOwner Occupied:No

#### **Location Information**

School District: 465 Carrier Route: R014
School District Name: Columbus Csd Neighborhood Code; 8300-8300

Census Tract: 98.00 Township/Tax Dist Desc: Columbus-Pleasant Twp-Cols

Csd

#### **Tax Information**

 Tax ID:
 465-271423
 % Improved:
 21 %

 Alt APN:
 465-271423-00
 Tax Area:
 465

 Legal Description:
 P JOHNSON RD ENTRY 1448 59.289 ACRES
 465

#### **Assessment & Tax**

| Assessment Year           | 2016      | 2015      | 2014      |
|---------------------------|-----------|-----------|-----------|
| Assessed Value - Total    | \$135,835 | \$135,835 | \$135,835 |
| Assessed Value - Land     | \$107,065 | \$107,065 | \$107,065 |
| Assessed Value - Improved | \$28,770  | \$28,770  | \$28,770  |
| YOY Assessed Change (\$)  | \$0       | \$0       |           |
| YOY Assessed Change (%)   | 0%        | 0%        |           |
| Market Value - Total      | \$388,100 | \$388,100 | \$388,100 |
| Market Value - Land       | \$305,900 | \$305,900 | \$305,900 |
| Market Value - Improved   | \$82,200  | \$82,200  | \$82,200  |

| Total Tax | Tax Year | Change (\$) | Change (%) |
|-----------|----------|-------------|------------|
| \$7,138   | 2014     |             |            |
| \$7,120   | 2015     | -\$17       | -0.24%     |
| \$7,971   | 2016     | \$851       | 11.95%     |

#### **Characteristics**

State Use: Cash-Grain/Farm Condition: Average Land Use: Field & Seed Style: Conventional Lot Acres: 59.289 Water: Well Building Sq Ft: 1,802 Sewer: Septic Tank Above Gnd Sq Ft: 1,802 Heat Type: Heated 2nd Floor Area: 768 Garage Type: **Detached Garage** Stories: 2 Garage Sq Ft: 960 Bedrooms: 3 Exterior: Aluminum/Vinyl Total Baths: 2 Year Built: 1900 Full Baths: 1 Effective Year Built: 1900 Half Baths: 1 # of Buildings: 1 Total Rooms: 5 Total Units: Basement Type: Crawl Attic Type: Type Unknown

#### **Features**

| Feature Type          | Unit | Size/Qty | Width | Depth | Year Built |
|-----------------------|------|----------|-------|-------|------------|
| Fr/Mti Pole Bldg 16   | s    | 1,800    | 30    | 60    | 1950       |
| Frame Utility Shed    | s    | 360      | 18    | 20    | 1900       |
| Frame Detached Garage | s    | 960      | 24    | 40    | 1900       |
| 1s Lean To ·          | S    | 700      | 20    | 35    | 1900       |
| 1s Lean To            | S    | 700      | 20    | 35    | 1900       |
| 1s Lean To            | s    | 1,870    | 22    | 85    | 1900       |
| Flat Barn             | S    | 1,575    | 35    | 45    | 1900       |

#### **Listing Information**

 MLS Listing Number:
 216039086
 MLS Current List Price:
 \$711,500

 MLS Status:
 Active
 MLS Orig. List Price:
 \$996,072

MLS Status Change Date: 10/29/2016 Listing Agent Name: 2013000428-Cynthia M

MLS Listing Date: 10/29/2016 Listing Broker Name: HER, REALTORS

 MLS Listing #
 216039086
 214010579
 210030673

 MLS Status
 Active
 Expired
 Expired

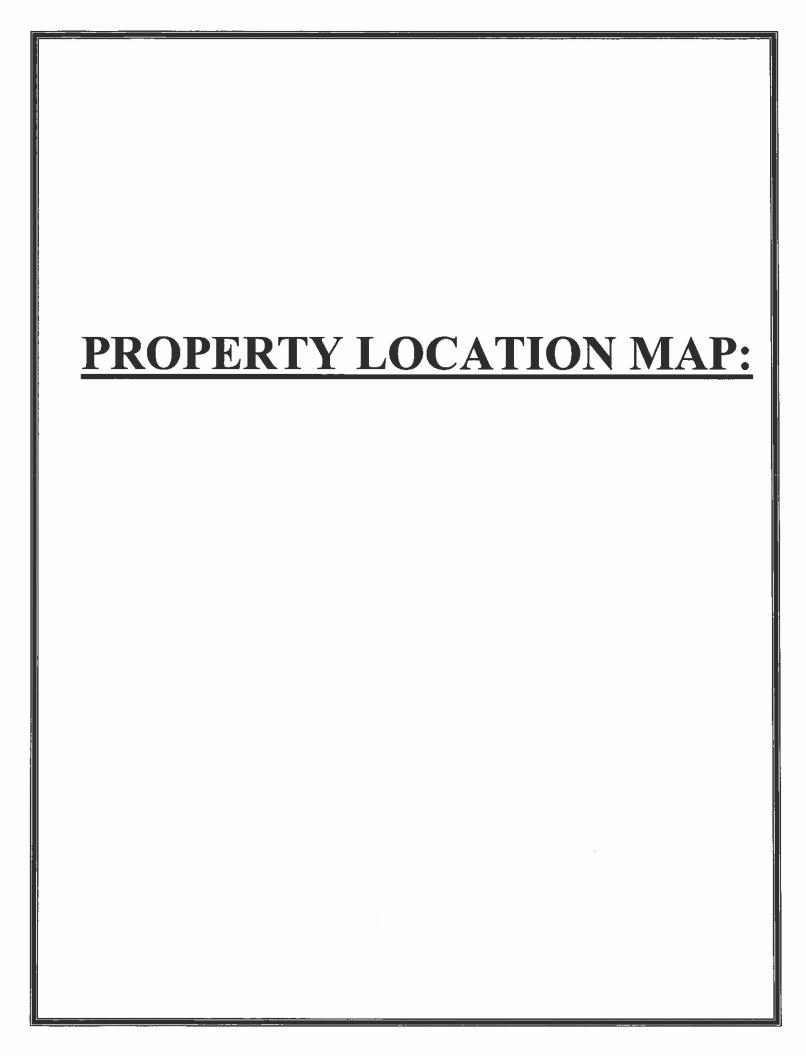
| MLS Listing Date       | 10/29/2016 | 02/01/2014  | 07/29/2010  |  |
|------------------------|------------|-------------|-------------|--|
| MLS Listing Price      | \$711,500  | \$996,072   | \$1,482,250 |  |
| MLS Orig Listing Price | \$996,072  | \$1,810,092 | \$2,124,000 |  |

#### Last Market Sale & Sales History

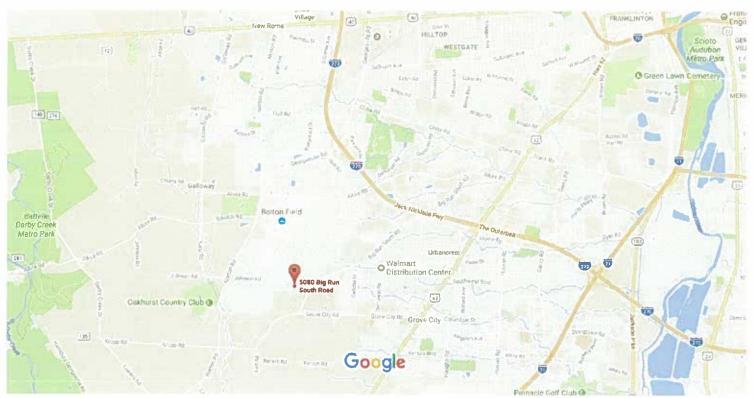
| Owner Name:     | Grooms            | Grooms Jennifer M              |  |
|-----------------|-------------------|--------------------------------|--|
| Recording Date  | 07/16/1998        | 07/16/1998                     |  |
| Nominal         | Υ                 | Υ                              |  |
| Buyer Name      | Grooms Jennifer M | Grooms Evelyn M & Woodrow S    |  |
| Seller Name     | Grooms Evelyn M   | Grooms Evelyn M                |  |
| Document Number | 177701            | 177686                         |  |
| Document Type   | Warranty Deed     | Joint Survivorship/Right<br>Of |  |

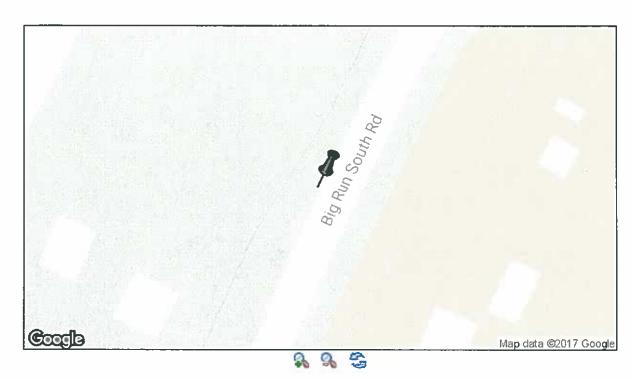
Courtesy of Mark Cathers, Columbus REALTORS
The data within this report is completed by Coretogic from public and private sources. The data is deemed reliable, but is not guaranteed. The accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

**Property Detail** 



#### Google Maps 5080 Big Run South Rd







### 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<br>SOYBEANS | 83.19<br>72,51 | 124<br>44 |
| Total Base:      | 155.70         |           |

#### **Farm Summary**

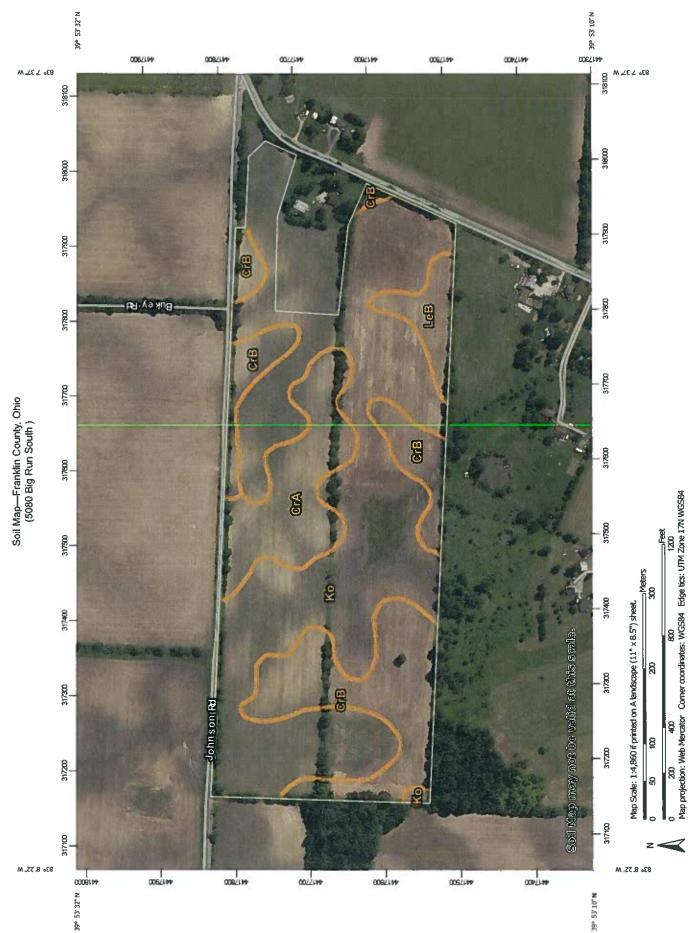
| <u>Year</u> | Corn (Acres) | Beans (Acres) |        |  |
|-------------|--------------|---------------|--------|--|
| 2014        | 90.8         | 66.5          |        |  |
| 2015        | 66.5         | 90.8          |        |  |
| 2016        | 0            | 157.3         |        |  |
| 2017        | 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



NOS

Natural Resources Conservation Service

Web Soil Survey National Cooperative Soil Survey

# MAP LEGEND

| Area of I  | Area of Interest (AOI) | 000            | Spoil Area            |
|------------|------------------------|----------------|-----------------------|
|            | Area of Interest (AOI) | Q              | Stony Spot            |
| Soils      |                        | 6              | Very Stony Spot       |
|            | Soil Map Unit Polygons | 3 4            |                       |
| }          | Soil Map Unit Lines    |                | Wet Spot              |
| 0          | Soil Map Unit Points   | $\Diamond$     | Other                 |
| Specia     | Special Point Features | ţ              | Special Line Features |
| for        | Blowout                | Water Features | tures                 |
| •          |                        |                | Streams and Canais    |
| ×          | Borrow Pit             |                |                       |
| )          |                        | Transportation | ation                 |
| ×          | Clay Spot              | ‡              | Rails                 |
| $\Diamond$ | Closed Depression      | }              | Interstate Highways   |
| ×          | Gravel Pit             | }              | US Routes             |
| p #        | Gravelly Spot          |                | Major Roads           |
| 0          | Landfill               |                | Local Boads           |
|            | i                      |                | LUCAI NUAUS           |
| <          | Lava Flow              | Background     | Pu                    |
| -#         | Marsh or swamp         |                | Aerial Photography    |
| *          | Mine or Quarry         |                |                       |
| •          | Miscellaneous Water    |                |                       |
| 0          | Perennial Water        |                |                       |

# MAP INFORMATION

The soil surveys that comprise your AOI were mapped at

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

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

distance and area. A projection that preserves area, such as the Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts 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.

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

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

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.

Severely Eroded Spot

0

Slide or Slip Sodic Spot

Sinkhole

0 A

Rock Outcrop Saline Spot Sandy Spot

>

#### **Map Unit Legend**

| Map Unit Symbol             | Map Unit Name   | Acres in AOI | Percent of AOI |
|-----------------------------|---|--------------|----------------|
| CrA                         | Crosby silt loam, Southern<br>Ohio Till Plain, 0 to 2 percent<br>slopes | 7.1          | 12.7%          |
| CrB                         | Crosby silt loam, Southern<br>Ohio Till Plain, 2 to 6 percent<br>slopes | 13.3         | 24.0%          |
| Ко                          | Kokomo silty clay loam, 0 to 2 percent slopes                           | 33.1         | 59.6%          |
| LeB                         | Lewisburg-Crosby complex, 2 to 6 percent slopes                         | 2.1          | 3.8%           |
| Totals for Area of Interest |   | 55.6         | 100.0%         |

# Franklin County, Ohio



## **Tract 638**

## Farm 1002

# 2017 Program Year

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

# Common Land Unit

855-832-5977 (f)

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=GR Corn=YEL Soybeans=COM

Wheat=SRW





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 a finisk 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. Welland 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).

Fract Cropland Total: 157.39 acres

## **DEVELOPER INFORMATION**

#### **Zoning Report**

#### Site Information

Address 5080 BIG RUN SOUTH RD

Mailing Address 1122 COON HILL RD

WINCHESTER OH 45697-9746

Owner GROOMS JENNIFER M

Parcel Number 465271423

In Columbus? Yes

County **FRANKLIN** 

#### **Zoning Information**

Zoning Z04-035, Residential, LSR, 12/14/2005, H-35

ANNEX, Residential, R, 3/31/2004, H-35

Historic District None Short North Special Parking Area Out Council Variance None

Board of Zoning Adjustment (BZA) None

Variance

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) None

Variance

Council Variance None **Graphics Variance** None



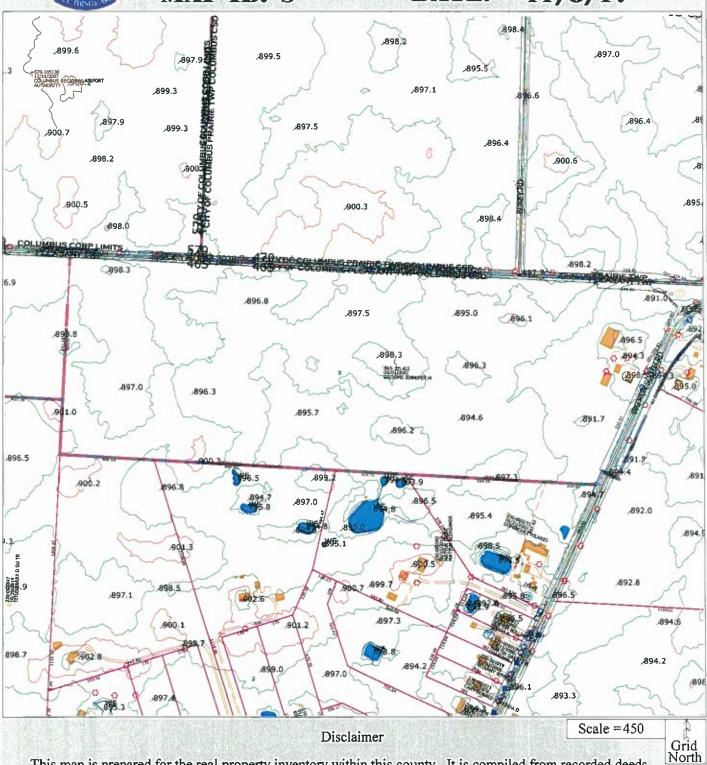


#### CLARENCE E MINGO II FRANKLIN COUNTY AUDITOR

MAP ID: S

DATE:

11/8/17



This map is prepared for the real property inventory within this county. It is compiled from recorded deeds, survey plats, and other public records and data. Users of this map are notified that the public primary information sources should be consulted for verification of the information contained on this map. The county and the mapping companies assume no legal responsibilities for the information contained on this map. Please notify the Franklin County GIS Division of any discrepancies.

Real Estate / GIS Department

### 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



**ESTATE SHOWCASE** 

#### 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:

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 partie

#### 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/herregardless 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.)

| Вι   | operty Address: Big Run South Rd Grove City OH 43123  uyer(s):  |
|------|---|
|      | I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES   |
| Th   | e buyer will be represented by, and  AGENT(S), and  |
| Th   | e seller will be represented by Tom Rawn, Mark Cathers, Cindy Johnston, and HER Realtors.   |
| If t | II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE two agents in the real estate brokerage  |
|      | 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  |
| Ag   | III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT ent(s) Tom Rawn, Mark Cathers Cindy Schaston and real estate brokerage HER Realtons will  |
|      |   |
|      | represent only the (check one) $\square$ seller or $\square$ 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 SELLERLANDLORD DATE   |
|      | RIVER/TENANT DATE SELLERA ANDLORD 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, 20<sup>th</sup> 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.)

|      | operty Address:  | Big Run South Rd,  | Grove City OH 431   | ٨3   |
|------|--|--|---|--|
|      |  |  |   |  |
|      |  | ACTION INVOLVING TWO AGI   | ENTS IN TWO DIFFERENT   | BROKERAGES   |
| Th   | e buyer will be represented  | byAGENT(S)   | , and   | BROKERAGE  |
| Th   | e seller will be represented   | by Peter Gehres AGENT(S)   | , and <u>R</u>  | ES Auction Co  |
| If t | wo agents in the real estate   | ANSACTION INVOLVING TWO brokerage  |   | OKERAGE  |
|      | Agent(s) Agent(s) involved in the transaction  | n, the broker and managers will be "d<br>naintain a neutral position in the trans  | work(s) work(s) work(s) ual agents", which is further ex  | for the buyer and for the seller. Unless personally plained on the back of this form. parties' confidential information. |
|      | and on the back of this form. confidential information.                              | age represents every "client" of the base will be working for both As dual agents they will maintain a multiple under the abusiness relationship with either the base was a second to the second to th | oth the buyer and seller as "dual<br>eutral position in the transaction<br>gent(s) nor the brokerage acting | and they will protect all parties'   |
| Ag   | ent(s) Peter Gebres  | I. TRANSACTION INVOLVING (   | ONLY ONE REAL ESTATE A  | AGENT will   |
|      | be "dual agents" represent<br>this form. As dual agents<br>information. Unless indic | ting both parties in this transaction in<br>they will maintain a neutral position<br>ated below, neither the agent(s) nor t<br>ess relationship with either the buyer  | a neutral capacity. Dual agency<br>in the transaction and they will<br>he brokerage acting as a dual ag     | y is further explained on the back of protect all parties' confidential tent in this transaction has a                   |
|      | represent only the (check represent his/her own best                                 | one) Seller or Duyer in this tran  | saction as a client. The other pathe agent may be disclosed to the  | arty is not represented and agrees to se agent's client.   |
|      |  | со   | NSENT   |  |
|      | I (we) consent to the abov<br>(we) acknowledge reading                               | e relationships as we enter into this re<br>the information regarding dual agen  | eal estate transaction. If there is<br>cy explained on the back of this                                     | a dual agency in this transaction, I form.   |
|      | BUYER/TENANT   | DATE   | SELLER/LANDLORD   | DATE   |
|      | BUYER/TENANT   | DATE   | SELLERAANDLORD  | 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, 20<sup>th</sup> Floor Columbus, OH 43215-6133 (614) 466-4100



Page 2 of 2 Effective 01/01/05

#### **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

|   | . GENERAL TERMS: Seller, agrees to sell  |
|---|--|
|   | , Buyer, real estate locate  |
|   | at   |
|   | Tax Parcel #s:   |
|   | Lot/Acreage Description: which is procured   |
|   | by RES AUCTION SERVICES, Broker, Tom Rawn , Auctioneer. Auctioneer is licensed and bonded by the State of Ohio. The property shall include the land, all appurtenant rights, privileges and easements, and all buildings and fixtures delivered in their present condition. The property sells subject to all legal highways, zoning ordinances, easements, leases, restrictions and other conditions of public record. Mineral rights transfer subject to leases of record or as further explained by addendum. |
|   | This sale DOES NOT INCLUDE:  |
|   |  |
|   | TERMS: Parcel Sold: (Check one)  |
|   | Auction Bid Price\$  |
|   | (+) Buyer's Premium 3 70 \$  |
|   | PURCHASE PRICE\$   |
|   | Earnest money amount\$   |
|   | BALANCE DUE AT CLOSING\$   |
|   | PLUS Survey Charge to Buyer\$  |
| ı | THE NON-REFUNDABLE EARNEST MONEY DEPOSIT is payable to RES AUCTION SERVICES TRUST ACCOUNT or ASSIGNS. Type of Deposit (check one)  |
|   | 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.   |
|   | SPECIAL CONDITIONS AND/OR DEED RESTRICTIONS:   |
|   |  |
|   |  |
|   |  |
|   |  |

| 34       | 5    | . DEED: Sellers to provide 🕱 Warranty Deed or □ Fiduciary Deed.   |
|----------|------|---|
| 35       | 6    | . DEED MADE TO: Survivorship?   |
| 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-ration, and any  |
| 50       |      | other expenses as per listing agreement. In the event the Property is subject to any agricultural tax recoupments (C.A.U.V.) then:  |
| 51       |      | Seller Buyer agrees to pay the amount of such recoupment.   |
| 52       | 11.  | BUYER'S EXPENSE: Buyer shall pay the cost of filing the deed, any title expenses not being paid by Seller in Item 7 above, (including   |
| 53       |      | the cost of any additional title insurance required by Buyer's lender), and 1/2 the escrow fee. If Buyer elects to obtain financing for this  |
| 54       |      | purchase, Buyer is solely responsible for any and all lending expenses. Buyer's performance is not contingent upon obtaining financing.   |
|          |      | , , , , , , , , , , , , , , , , , , ,   |
| 55       | 12.  | TENANTS: If this is rental property, rent shall be pro-rated to the date the deed is filed. Seller shall pay Buyer the amount of the pro-   |
| 56       |      | ration and the amount of any security deposits.   |
| 57<br>58 | 13.  | INSPECTIONS/CONDITION OF PROPERTY: All inspections must be made prior to the Auction. The property is sold as is, where is in its 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       | 14.  | 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.   |
| 0.5      | 4.5  | PAID HONOING CTATPAPAIT IS IN 18 and a superstate the Objectivity of the College |
| 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.  |
|          | 40   | OBAL DEDDECENTATION CANALAND AND AND AND AND AND AND AND AND AND  |
| 72<br>73 |      | ORAL REPRESENTATION: Seller and Buyer acknowledge that the REALTORS® have made no representations, warranties or 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.  |
|          |      | sompany at a same and any and to absorb a signed sopy of the sound at fair authority to follows such information.   |
|          |      |   |
|          |      |   |
|          | Buve | er's Initials Sellers Initials  |

18. CLOSING STATEMENT: Buyers and Sellers hereby grant permission and instruct escrow agent/title company to provide Broker(s) with a copy of the estimated closing statement prior to closing and a final closing statement upon closing. Buyers and Sellers also give permission for Broker(s) 77 to disclose the contract price/post the contract price on Broker(s) web-site prior to closing. 78 19. SELLER'S ACCEPTANCE: The undersigned SELLER does hereby accept the above offer and upon completion of this transaction agrees 79 to have the Escrow Agent pay, by irrevocable assignment from SELLER'S proceeds to RES AUCTION SERVICES the commission agreed to 80 in the auction listing contract. 81 82 20. ACKNOWLEDGMENTS: 83 A. Buyer acknowledges receipt of the following disclosures: 84 ☐ Seller's Residential Property Disclosure ☐ Lead-Based Paint Disclosure **28** Agency Disclosure 85 Consumer Guide to Agency with Fair Housing B. Buyer and Seller acknowledge that this Agreement, including the additional terms and conditions in the attached Addendum 86 87 Nene (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 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 Buyer's Name Printed\_\_\_\_\_\_ Seller's Name Printed \_\_\_\_\_ Buyer's Signature Seller's Signature 95 Date \_\_\_\_\_\_ Date Buyer's Name Printed\_\_\_\_ Seller's Name Printed \_\_\_\_\_\_ 97 Buyer's Signature Seller's Signature \_\_\_\_\_ 98 \_\_\_\_\_ Date 99 Buver's Address Seller's Address 100 City\_\_\_\_\_State\_\_\_Zip\_\_\_\_City\_\_\_\_State\_\_\_Zip\_\_\_ 101 Buyer's Home Phone Seller's Home Phone 102 Buyer's Cell Phone \_\_\_\_\_\_ Seller's Cell Phone \_\_\_\_\_ 103 Email \_\_\_\_\_\_Email \_\_\_\_\_ 104

#### **AGENT'S INFORMATION**

Listing Referral Agent

105

106

107

108

110

111

| Phone              | Phone <u>614</u> - | 580-6171             |
|--------------------|--------------------|----------------------|
| Referral Brokerage | Listing Brokerage  | RES Auction Services |
| Phone              | Phone              | 330-674-7610         |
| Email              | Email              |                      |

Buyer's Referral Agent Referral Brokerage HER Regitters

Auctioneer Tom Ranch