

Rise Realty & Mgmt Co

Welcome On-Line Bidder!

Thank you for your interest in our upcoming Property for On-Line Auction. The following information is for your review and includes:

1. Auction Contract, Real Estate Forms, Terms & Conditions
2. Real Estate Information & Other Relevant Information

Please note this is an ON-LINE ONLY Real Estate Auction. All Bidders must register for the auction. Registration can be found at Auction Ohio's Website www.auctionohio.com. You can also search under the Affiliate Tab for Rise Realty.

Bidder's represented by a Real Estate Brokerage must be pre-registered at least 24 hours prior to auction. There will be a 10% (Ten Percent Buyer's Premium added to the Final Bid Price).

If successful, Bidder will be contacted after the auction. Auctioneer will setup a time to meet the Buyer to sign the contracts and accept the required non-refundable deposit (amount as advertised) in the form of a Cashier's Check made payable to Rise Realty & Mgmt Co. The deposit will be dispersed as stated in the contract at a successful closing of the said property.

Please review all of the documents and if you should need further information, we can be contacted at the information below.

Thank You and Good Luck!

RISE REALTY & Mgmt Co.

David Flood - Auctioneer- Realtor
614.783.8339



**ON-LINE
AUCTION
ONLY!**



REAL ESTATE AUCTION!

19940 FEATHERS RD - LOGAN, OH 43138

Auction Begins to End Sunday Evening

June 16, 2019 @ 7:00 PM

Land Auction! Beautiful Building Lot being Lot #10 in the Honey Fork Subdivision known as 19940 Feathers Road, Logan, OH 4338. Lot measures approximately 1.837 ac. Signs Posted. Lot is located just off Goat Run Honey Fork Road and is approximately 10 miles south of Logan. Property Taxes for 2018 were \$60.00.

ON-LINE REAL ESTATE TERMS: *10% BUYER'S PREMIUM will be added to the final bid price to establish Contract Selling Price.* Property sells AS-IS with Reserve. Within (24) hours of the online auction (ending), the successful bidder is to execute the Real Estate Purchase Contract and tender the required \$1,000 nonrefundable earnest money deposit. **NOTE:** We will contact the successful bidder the morning after the auction ends to make arrangements for getting the contract signed & receiving the deposit. \$1,000 deposit (Cash or Certified Bank Check - NO Personal Checks Accepted), balance due at closing. 30 days to close. Property Taxes prorated to closing. Seller to Pay Title Insurance. Agents must Pre-Register at least 24 hours prior to auction. See www.dafauction.com for Bid Packet, Agent Registration and Sample Contract.

RISE REALTY & Mgmt Co

AUCTIONEER/REALTOR – DAVID FLOOD (614) 783-8339

ON-LINE BIDDING & MARKETING provided by AO REAL ESTATE®

Chris Davis Realtor-Auctioneer

See www.auctionzip.com (ID 5526) for Flyers & Pictures
Information is deemed reliable but not guaranteed.

Rise Realty
& Mgmt Co

Decide to Rise

 **DAF
Auction Inc.**



Lot 9
190001960900

OR293-786
1.918 Ac.

On-Line Auction
June 16, 2019
OR542-491, OR423-588,
OR395-789, OR142-424
1.837 Ac.

Lot 10
190001961000

OR573-880
1.837 Ac.

Lot 11
190001961100

171
170.09'
15.00'
525.56'

299.55'

168.29'

20.00'
81.37'

15.01'

354.64'

72.01'

338.60'

1.837 Ac.

15.00'
17.08'

20.00'

77.06'

110.91'

15.00'

111.05'

20.00'

132.52'

85.67'

86.11'

1200
392.83'

32.27'

30.00'

Tracy

Geor

Willia



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: 19940 Feathers Rd, Logan OH 43138

Buyer(s): _____

Seller(s): _____

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

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

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

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

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

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) _____ and real estate brokerage _____ will

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

CONSENT

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

<small>BUYER/TENANT</small>	<small>DATE</small>
<small>BUYER/TENANT</small>	<small>DATE</small>

<small>SELLER/LANDLORD</small>	<small>DATE</small>
<small>SELLER/LANDLORD</small>	<small>DATE</small>

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

 



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III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) _____ and real estate brokerage _____ will

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- 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
BUYER/TENANT	DATE

SELLER/LANDLORD	DATE
SELLER/LANDLORD	DATE

DUAL AGENCY

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- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

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

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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
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77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100

 

Rise Realty & Mgmt Co

CONSUMER GUIDE TO AGENCY RELATIONSHIPS

We are pleased you have selected Rise Realty and Management Co. to help you with your real estate needs.

Whether you are selling, buying or leasing real estate, Rise Realty and Management Co. 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. On these pages is information that explains the various services Rise Realty and Management Co. can offer and our options for working with you.

REPRESENTING SELLERS

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When sellers do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, Rise Realty and Management Co. and the 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. It is the policy of Rise Realty and Management Co. to charge sellers a total commission consisting of six (6) percent of the selling price of the property on real estate transactions at the time of closing.

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. Rise Realty and Management Co. and the buyer's agent that represents 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. It is the policy of Rise Realty and Management Co. to charge buyers a total commission consisting of the cooperative split (expressed as a percentage) from the listing broker.

DUAL AGENCY

Occasionally the same agent who represents the seller also represents the buyer. This is referred to as dual agency. When Rise Realty and Management Co. and its agents become "dual agents," they must maintain a neutral position in the transaction. Rise Realty and Management Co. and the agent 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. In the event Rise Realty and Management Co. and its agents become dual agents, it is the policy of Rise Realty and Management Co. to charge seller a total commission consisting of six(6) percent of the selling price of the property and to charge buyers a total commission consisting of the cooperative split (expressed as a percentage) from the listing broker.

In the event that you refuse to consent to dual agency or seek to terminate the agency relationship as a result of the proposed dual agency, Rise Realty and Management Co. management may determine which agency relationship to terminate. You may request that a separate agent of Rise Realty and Management Co. be appointed to represent your interests or you may terminate your agency relationship and seek representation from another brokerage, however, you may be obligated to pay a commission to Rise Realty and Management Co.

DIFFERENT RISE REALTY AND MANAGEMENT CO. AGENTS REPRESENTING THE BUYER AND SELLER

On occasion, the buyer and seller will each be represented by two different agents from Rise Realty and Management Co. In this case, the agents may each represent the best interest of their respective clients but Rise Realty and Management Co. and its management level licensees will be considered dual agents. As a dual agent, Rise Realty and Management Co. and its management level licensees will maintain a neutral position and cannot advocate for the position of one client over another. Rise Realty and Management Co. will also protect the confidential information of both parties.

SUBAGENCY

Rise Realty and Management Co. does not act as a subagent nor allow other brokerages to act as a subagent for a seller.

COOPERATING WITH OTHER BROKERAGES Rise Realty and Management Co. will cooperate with other brokerages on an equal and consistent basis. This means Rise Realty and Management Co. and its agents will make its listings available to other brokerages to show, provide information that is not confidential, and present all offers written by other brokerages in a timely and objective manner. A buyer's broker may be compensated by a seller through Rise Realty and Management Co. offer of compensation, unless specifically requested otherwise by the seller, even though the buyer's broker represents the

buyer's interests. Alternatively, a buyer's broker may be compensated directly by the buyer pursuant to an agreement between buyer and buyer's broker. Rise Realty and Management Co. does reserve the right, in some instances, to vary compensation offered through marketing services. Rise Realty and Management Co. may accept compensation from listing brokers even though Rise Realty and Management Co. represents the buyer. Rise Realty and Management Co. will not offer compensation to nor cooperate with subagents.

A SIGNED COPY OF THIS CONSUMER GUIDE TO AGENCY RELATIONSHIPS MUST BE RETAINED BY THE REALTOR.

Ohio law requires that Rise Realty and Management Co. provide you this Consumer Guide and ask you to sign the form below, 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.

Larry Dicken
Name (Please Print)

Richard Crabtree
Name (Please Print)

Larry J. Dicken 5-22-2019
Signature Date

Richard Crabtree 05/29/19 6:28 PM EDT
Signature Date
dotloop verified
S1RM-ECYF-V45S-QF3Z

Agent Name: David Flood

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.

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.



www.riserealtyco.com



CONSUMER GUIDE TO AGENCY RELATIONSHIPS

We are pleased you have selected AO Real Estate to help you with your real estate needs. Whether you are selling, buying or leasing real estate, AO Real Estate 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. On these pages is information that explains the various services AO Real Estate can offer and their options for working with you.

Representing the 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 that 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 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.

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 confidentiality of all parties.

Subagency

AO Real Estate does not act as a subagent nor allow other brokerages to act as a subagent for a seller.

Cooperating With Other Brokerages

AO Real Estate will cooperate with other brokerages on an equal and consistent basis. This means AO Real Estate and its agents will make its listings available to other brokerages to show, provide information that is not confidential, and present all offers written by other brokerages in a timely and objective manner. A buyer's broker may be compensated by a seller through AO Real Estate's offer of compensation, unless specifically requested otherwise by the seller, even though the

buyer's brokerage represents the buyer's interests. Alternatively, a buyer's broker may be compensated directly by the buyer pursuant to an agreement between buyer and buyer's broker. AO Real Estate does reserve the right, in some instances, to vary compensation offered through marketing services. AO Real Estate may accept compensation from listing brokers even though AO Real Estate represents the buyer. AO Real Estate will not offer compensation to nor cooperate with subagents.

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Larry Dicken

Richard Crabtree

Name (Please Print)

Name (Please Print)

Larry Dicken 5-29-2019
Signature Date

Richard Crabtree
Signature Date

dotloop verified
05/29/19 6:28 PM EDT
LUWP-TVNS-DZZF-YOZK

David Flood

Agent Name

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Rise Realty

& Mgmt Co

BROKER/REALTOR AUCTION PARTICIPATION AGREEMENT

Realtor: _____

Realtor Phone #: _____ Realtor Fax #: _____

Realtor Email: _____

Brokerage Name: _____

Brokerage Address: _____

Office Phone #: _____ Office Fax #: _____

Client's Name: _____

Client's Address: _____

The above Broker/Realtor hereby desires to register the above-named "Client" as a potential purchaser at the "Auction" being conducted for the sale of the real property located at: 19940 Feathers Rd, Logan, OH 43138 (Note: On-Line Only Auction - Auction Link at www.dafauction.com)

_____ (the "Property") on the date of June 16, 2019

- 1. COMMISSION:** Rise Realty & Mgmt Co hereby agrees to pay to the registering Broker/Realtor a commission of up to ~~two~~^{three} percent (2%) of the final executed contract price, due at closing, if the Client is the successful bidder and successfully closes on the Property pursuant to the terms of the Auction Purchase Contract. Realtor understands that to qualify for this commission, this agreement must be received by Auctioneer(s) prior to the day of the auction and that the Realtor must attend the Auction with their Client. Client must also fully complete and execute a Pre-Registration Form the Day of the Auction at least thirty (30) minutes prior to commencement of the Auction. There can be no exceptions to these terms and conditions and no oral registrations will be accepted.
- 2. AGENCY DISCLOSURE FORM REQUIRED:** It is also understood and agreed that the Realtor shall furnish the appropriate Agency Disclosure Form, Lead Based Paint Disclosure Form and Residential Property Disclosure Form, if applicable, prior to commencement of the Auction. Realtor shall hold harmless and indemnify Rise Realty & Mgmt Co. and the Seller from any and all claims, costs or expenses, including reasonable attorney fees, which may arise out of any actions or inactions or representations made by Realtor in connection with the Auction.
- 3. CONDUCT OF THE AUCTION:** Each Property (if more than one parcel) is being sold on an "AS IS" or "WHERE IS" basis. Your Client's complete inspection of the Property and that of your Client's expert prior to the commencement of the Auction are encouraged. Conduct of the Auction and increments of the bidding are at the direction and discretion of the Auctioneer. Seller and Auctioneer reserve the right to refuse admittance to or to expel anyone from the Auction for any reason, including, but not limited to interference with Auction activities, creating a nuisance, canvassing, or soliciting.

Announcements made from the podium at the time of the Sale take precedence over all printed materials.

- 4. PURCHASE CONTRACT:** If the Client is the successful bidder, the Client must sign the Rise Realty & Mgmt Co. Purchase Contract. An earnest money deposit as required in the Terms and Conditions and on the Auction Purchase Contract shall be paid by Client, and deposited into Rise Realty & Mgmt Co's. Trust Account. The Auction Purchase Contract discloses to the purchaser that paying the Buyer's Premium and/or paying a commission does not create an Agency relationship with the purchaser and that the purchaser acknowledges that Rise Realty & Mgmt Co is an Agent for the Seller, however Rise Realty & Mgmt Co could potentially become a Disclosed Dual Agent with consent of all parties if purchaser is represented by another Agent from Rise Realty & Mgmt Co.



Rise Realty & Mgmt Co

BROKER/REALTOR AUCTION PARTICIPATION AGREEMENT CONT...

Auctioneer(s)/Rise Realty & Mgmt Co, solely, if needed, shall have full and complete control of negotiations with Seller.

If the Client has been in contact with a representative of Auctioneer(s)/Rise Realty & Mgmt Co. in regards to this Auction the Broker/Realtor will not qualify for a participation fee.

5. **MISCELLANEOUS PROVISIONS:** This agreement is a legal and binding contract on all parties hereto including their heirs, legal representatives, successors and assigns. This agreement contains all terms and conditions between the parties and constitutes the entire understanding of the parties. No amendments or alterations in the terms hereof shall be valid or binding unless made in writing and signed by the parties hereto. Time is of the essence in regard to all provisions herein.
6. **APPLICABLE LAW:** This agreement shall be governed by the laws of the State where the Property is located and to the extent applicable, this agreement is intended to constitute an agreement for the Auction of real property. If located in the State of Ohio it will be pursuant to the provisions of Section 4707 of the Ohio Revised Code, and a Listing Agreement pursuant to the provisions of Section 4735 of the Ohio Revised Code.
7. **OHIO FAIR HOUSING LAW:** 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, military status as defined in that section, disability as defined in that section or nation 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 service. 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.

The signatures below indicate acceptance of the above terms and conditions.

Realtor Signature

Date: _____

Accepted by Rise Realty & Mgmt Co.

By

By

Date: _____



Rise Realty & Mgmt Company
Real Estate Broker
355 E. Main St
Lancaster, OH 43130
Phone: 740-654-5552
Fax: 740-654-5212
Web Site: www.riserealtyco.com

David A. Flood, Auctioneer & Realtor
DAF Auction, Inc. & Rise Realty
Direct: 614-783-8339
Office: 614-834-3300
Email: dafauction@earthlink.net
Fax: 740-654-5212
Web Site: www.dafauction.com

Real Estate Purchase Contract AUCTION

Date May 14, 2019

The undersigned Buyer(s) agrees to buy and the undersigned Seller(s) agrees to sell, through the Broker referred to below, upon the terms hereinafter set forth, the following real estate located in the State of Ohio, County of Hocking, tax parcel number(s) 19-000196.1000, and more fully described as:

PROPERTY ADDRESS: 19940 Feathers Rd

LEGAL: Lot 10 Sec 13 General Description: 1.837 +/- Acre Lot Honey Fork Sub.

Final Bid Price:	Plus Buyer's Premium	Total Cash Purchase Price of:
_____	_____	_____

TERMS: 10% Buyer's Premium of the Final Bid Price is charged to the Buyer, collected at Closing and Paid to Rise Realty & Mgmt Company. Sales Commissions & Fees are paid based upon the Final Bid Price before Buyer's Premium. Buyer's Premium does not create an Agency Relationship with Purchaser and Rise Realty

EVIDENCE OF TITLE: For each parcel of real estate to be conveyed the Seller shall furnish the Buyer; good and merchantable title in fee simple, free and clear of all liens and encumbrances excepting (1) unpaid taxes and assessments; (2) those specifically set forth in this contract; (3) restrictions, conditions and easements of record; and (4) zoning ordinances & all legal highways. Seller to pay Title Insurance & Title Costs as needed.

DEED: Seller shall convey said premises by General Warranty Deed or Fiduciary Deed as appropriate.

TAXES AND ASSESSMENTS: The Seller shall pay the current taxes due and payable Prorated to date of closing, all delinquent taxes, penalties and interest, and all assessments now a lien, both current and reassessed and whether due or to become due. No CAUV tax recoupment paid by Seller.

FIXTURES & EQUIPMENT: The consideration shall include any fixtures, including but not limited to: built-in appliances; heating, central air conditioning, and humidifying equipment and their control apparatus; stationary tubs; pumps; water softening equipment (unless leased); roof antennae; attached wall-to-wall carpeting and attached floor coverings; curtain rods and window coverings excluding draperies and curtains; attached mirrors; light, bathroom and lavatory fixtures; storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the premises or in storage; garage door openers and controls; attached fireplace equipment; security systems and controls; attached fireplace equipment; security systems and controls (unless leased); smoke alarms, satellite TV system and components, all exterior plants and trees; and the following:

The following shall be excluded: _____

Buyer's Initials _____

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Seller's Initials _____

RENTALS, INTEREST, CONDOMINIUM CHARGES, INSURANCE, UTILITIES AND SECURITY DEPOSITS:

Adjustments shall be made through date of closing for: (a) rentals; (b) interest on any mortgage assumed by Buyer; (c) condominium or other association periodic charges; and (d) transferable insurance policies. Seller shall pay through date of possession, all accrued utility charges. Security deposits shall be transferred to Buyer at closing.

DAMAGE OR DESTRUCTION OF PROPERTY: Risk of loss to the real estate and appurtenances shall be borne by Seller until closing provided that if any property covered by this contract shall be substantially damaged or destroyed before this transaction is closed, the Buyer may (a) proceed with the transaction and be entitled to all insurance money, if any, payable to the Seller under all policies covering the property, or (b) rescind the contract, and thereby release all parties from liability hereunder, by giving written notice to the Seller and Broker within ten (10) calendar days after the Buyer has written notice of such damage or destruction. Failure by the Buyer to so notify the Seller and Broker shall constitute an election to proceed with the transaction.

DEPOSIT: Upon acceptance of the contract by all parties, Broker shall deposit the amount shown in the Deposit Receipt section of this contract in its trust account. Deposit will be forfeited and paid to Seller if terms of contract are not met by the Buyer by the expiration date. Forfeiture of deposit shall not prejudice the right of the non-defaulting party in any action for damages or specific performance against defaulting party. The deposit is due the day of the auction and is non-refundable unless the Seller cannot convey the deed or the Buyer elects to rescind the contract as a result of substantial damage or destruction to the property. At closing the Deposit will be credited toward the purchase price.

AUCTIONEER: Auctioneer, David A. Flood is licensed by the Ohio Department of Agriculture Auctioneer Program, 8995 E. Main Street, Bldg. 1, Reynoldsburg, OH 43068 & bonded by the State of Ohio under the Auction Recovery Fund The Auctioneer is licensed by the OH Department of Commerce as a Real Estate Agent w/Rise Realty & Mgmt Co.

ACKNOWLEDGMENTS: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines, and while Broker possesses considerable general knowledge, Broker is not an expert in matters of law, tax, financing, surveying, structural conditions, hazardous materials, environmental conditions, inspections, engineering, etc. The broker hereby advises the parties, and the parties acknowledge such advisement, to seek professional expert assistance and advice in these and other areas of professional expertise. In the event that Broker provides to the parties names of companies or sources for such advice and assistance, the parties acknowledge and agree that Broker does not warrant, guarantee or endorse the services and/or products of such companies or sources.

MISCELLANEOUS: Buyer has examined all property involved and, in making this offer, is relying solely upon such examination with reference to the condition, character and size of land and improvements and fixtures, if any. The Contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Time is of the essence of all provisions of the Contract. All representations, covenants and warranties of the parties, contained in this Contract, shall survive the closing.

CLOSING AND POSSESSION: This Contract shall be performed and this transaction closed on or before July / 16 / 2019 unless the parties agree in writing to an extension. Seller is entitled to

possession through at funding. At the time Seller delivers possession, the property will be in the same condition as the date of acceptance of this contract, except as provided in the Damage or Destruction paragraph; normal wear and tear excepted; and all debris and personal property not included in this Contract shall be removed by Seller.

REMARKS: Property is being sold (AS, WHERE IS), in all respects with all faults and with NO expressed or implied warranties. Buyer is purchasing property (AS, WHERE IS), in all respects with NO exceptions. Buyer is aware any house and improvements built prior to 1978 could have Lead Base Paint.

DURATION OF OFFER: This offer shall be open for acceptance through 8:00 PM / JUNE / 16 / 2019.
Time Month Day Year

Buyer's Initials _____

Seller's Initials _____

ADDITIONAL TERMS & CONDITIONS: Agreement is NOT Contingent upon Purchaser's ability to obtain financing

Successful Bidder will be contacted the morning after the auction closes and arrangements will be made to sign the Purchase Documents and tendering of the Earnest Money

NOTICE

OHIO FAIR HOUSING LAW: 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 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 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.

RESIDENTIAL PROPERTY DISCLOSURE FORM: With respect to the sale of real property that has from one to four dwelling units, most Sellers will be required to provide the Buyer with a completed Property Disclosure Form complying with the requirements of Ohio law. If such disclosure is required, but is not provided, by the time the Buyer enters into this agreement, the Buyer may be entitled to rescind this agreement by delivering a document of rescission to the Seller or the Seller's Broker, provided such document of rescission is delivered prior to all three of the following dates:

- 1) The date of closing;
- 2) 30 days after the Seller accepted the Buyer's offer;
- 3) within three (3) business days following the receipt by Buyer or Buyer's agent of the Property Disclosure Form or amendment of that form.

OHIO'S SEX OFFENDER REGISTRATION AND NOTIFICATION LAW: Ohio's Sex Offender Registration and Notification Law require the local sheriff to provide written notice to certain members of the community if a sex offender resides in the area. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law. Therefore, you can obtain information from the sheriff's office regarding the notices they have provided pursuant to Ohio's Sex Offender registration Notification Law.

GENERAL DISCLOSURE

It is strongly recommended, by Rise Realty & Mgmt Co, that all parties to any real estate transaction be represented by legal counsel. There are aspects of any such transaction which are strictly legal in nature, and only an attorney at law is qualified to discern and to offer advice upon such matters.

It is also strongly recommended that the Buyer, prior to the auction, retain the services of a home inspector, surveyor, structural engineer or other professional to satisfy the Buyer as to any and all aspects of the physical condition of the Property. Prior to bidding and entering into a contract on this property the Buyer shall have completed any and all inspections to satisfy any concerns that the Buyer might have regarding the condition of this property. The Listing Broker, Rise Realty & Mgmt Co, makes no representations or warranties regarding the physical condition of the Property.

This disclosure is made for the purpose of protecting the interest of all clients and customers of the Listing Broker, Rise Realty & Mgmt Co.

Buyer's Initials _____

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Seller's Initials _____

The undersigned **BUYER** agrees to the terms herein and acknowledges the receipt hereof:

The undersigned **SELLER** agrees to the terms herein and acknowledges the receipt hereof:

Signature _____

Signature _____

Print Name _____

Print Name _____

Signature _____

Signature _____

Print Name _____

Print Name _____

Address: _____

Address: **19940 Feathers Rd**

Phone: _____

Phone: _____

Date Signed: _____

Date Signed: _____

BUYER'S Attorney: _____

SELLER'S Attorney: _____

Phone: _____

Phone: _____

SELLING Broker _____

LISTING Broker **Rise Realty & Mgmt Co**

Broker # _____

Broker # _____

Phone _____ Fax _____

Phone **740-654-5552** Fax **740-654-5212**

Address: _____

Address: **355 E Main St**

SELLING Agent _____

LISTING Agent **David Flood**

MLS# _____ Home Phone _____

MLS# **431270** Home Phone **614-783-8339**

Cell Phone _____

Cell Phone _____

Home Fax _____

Home Fax **740-654-5212**

SELLING Agent _____

LISTING Agent _____

MLS# _____ Home Phone _____

MLS# _____ Home Phone _____

Cell Phone _____

Cell Phone _____

Home Fax _____

Home Fax _____

DEPOSIT RECEIPT

Broker acknowledges receipt of the sum of **\$1,000.00** by cash / check which shall be held, deposited and disbursed pursuant to the Deposit paragraph. **Please make all checks payable to the following:**

Rise Realty & Mgmt Co

Received by: _____

Date of Receipt: _____