

# Rise Realty & Mgmt Co

Welcome Bidder!

Thank you for your interest in our upcoming Property for 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

All Bidders must register for the auction by presenting a valid photo ID at day of auction. Bidder's represented by a Real Estate Brokerage must be pre-registered at least 24 hours prior to auction and Agent must be present with clients at the Auction.

If successful, Bidder will be required to have a non-refundable deposit (amount as advertised) in the form of a Cashier's Check made out in the Bidder's Name to be Endorsed to Rise Realty & Management Company and deposited in their non-interest bearing Trust Account. 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



# **REAL ESTATE AUCTION!**

**9360 BASIL WESTERN RD  
CANAL WINCHESTER, OH 43110**



**Live Auction - August 15, 2020 @ 10:00 AM**  
**OPEN HOUSE: Thursday, July 23 from 5 to 7 PM**  
**Open During Personal Property Auction**  
**Saturday, Aug 1 @ 10:00 - 12:00 PM**

Terrific setting in Violet Township, Canal Winchester Local School District. Single Family Brick Ranch Home features 3-Bedrooms, 2-Full Bathrooms, Full Basement, 1st Floor Laundry, 1-1/2 Car Garage, Approx 1215 Sq ft, Wood Ramp Front, Fruit Trees (Pear, Apple & Cherry), Hardwood Floors, See Through Fireplace & More! House is serviced with City Water, Sewer & Natural Gas. Updates completed in 2008/2009 included Roof, Gutters & Furnace. Located close to town, Schools, Stores, Route 33 & More! Homestead Taxes for 2019 were \$3185.96.

**REAL ESTATE TERMS:** Property sells AS-IS with Reserve, Offers Welcome prior to Friday August 7, 2020 at 5:00 PM. \$1,500 Non-Refundable deposit (Cash, Check or Certified Bank Check), balance due at closing. 45 days to close. Property Taxes prorated to closing. Seller to Pay Title Insurance, Buyer to pay for any Inspections Required. See [www.dafauction.com](http://www.dafauction.com) for Bid Packet.

**RISE REALTY & Mgmt Co**  
**AUCTIONEER/REALTOR – DAVID FLOOD (614) 783-8339**  
**REALTOR: AUDREY BARR (740) 974-2973**

See [www.dafauction.com](http://www.dafauction.com) or [auctionzip.com](http://auctionzip.com) (ID 5526) for Flyers & Pictures  
 Information is deemed reliable but not guaranteed.



**Rise Realty**  
*& Mgmt Co*

*Decide to Rise*



**DAF**  
**Auction Inc.**





# Property Record Card (Fairfield County, Ohio)

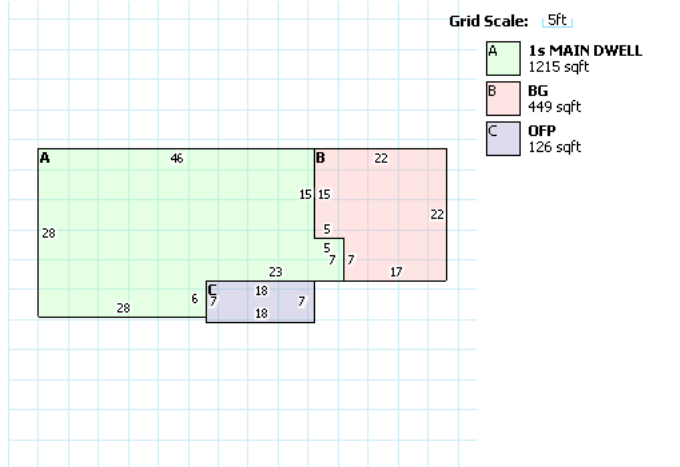
Parcel: 0370210400 Card: 1 of 1

**Owner** PEARCE CRAIG E TRUSTEE  
**Address** 9360 BASIL-WESTERN RD NW  
**Land Use** (511) R - SINGLE FAMILY, O-9.999 AC  
**Class** RESIDENTIAL  
**Legal Description** R 20 T 15 S 28 NE

## MAP



## SKETCH



## RESIDENTIAL

Building Style	RANCH	FullBaths	2
Sq.Ft.	1215	Half Baths	0
Year Built	1963	Basement	FULL
Stories	1	Basement Area	0
Exterial Wall	BRICK	Rec Room Area	0
Rooms	4	Heat Fuel Type	GAS
Bedrooms	3	Heat/Cool	CENTRAL HEAT / AIR CONDITION
Family Rooms	0	Attic	NONE
Fireplace Openings(Stacks)	1(1)	Trim	0

## LAND

Desc.	Front	Depth	Acreage	SqFt	Value
HOMESITE	0	0	1	N/A	\$60,000

## VALUATION

	Appraised	Assessed
Land Value	\$60,000	\$21,000
Building Value	\$104,210	\$36,470
Total Value	\$164,210	\$57,470
CAUV Value		\$0
Taxable Value		\$57,470

## PERMITS

## IMPROVEMENTS

## SALES

Date	Buyer	Seller	Price	Validity
9/23/2019	PEARCE CRAIG E TRUSTEE	PEARCE ROSE M	\$0.00	2 - NOT OPEN
12/30/2004	PEARCE ROSE M	PEARCE HAROLD O	\$0.00	1 - MULTI-PARCEL

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**DWELLING COMPUTATIONS**

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Base Price	149,030	% Good	55
Plumbing	900	Market Adj.	
Basement	0	Functional	
Heating	4,710	Economic	
Attic	0	% Complete	
Other Features	4,700	C&D Factor	
		Adj. Factor	1
Subtotal	175,440	Additions	16,100
Ground Floor Area	1,215	Dwelling Value	104,210
Total Living Area	1,215		

Building Notes

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**OUTBUILDING DATA**

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Type	YrBlt	EffYr	Size	Area	Gr	Qty	ModCd	PH	FV	%Comp	Value
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Ohio Association of REALTORS®  
**Residential Property Disclosure Exemption Form**



**To Be Completed By Owner**

Property Address: 9360 Basil Western Rd, Canal Winchester, OH

Owner's Name(s): Rose Marie Pearce Family Trust

Ohio law requires owners of residential real estate (1-4 family) to complete and provide to the buyer a Residential Property Disclosure Form disclosing certain conditions and information concerning the property known by the owner. The Residential Property Disclosure Form requirement applies to most, but not all, transfers or sales of residential property.

Listed below are the most common transfers that are exempt from the Residential Property Disclosure Form requirement.

The owner states that the exemption marked below is a true and accurate statement regarding the proposed transfer:

- (1) A transfer pursuant to a court order, such as probate or bankruptcy court;
- (2) A transfer by a lender who has acquired the property by deed in lieu of foreclosure;
- (3) A transfer by an executor, a guardian, a conservator, or a trustee;
- (4) A transfer of new construction that has never been lived in;
- (5) A transfer to a buyer who has lived in the property for at least one year immediately prior to the sale;
- (6) A transfer from an owner who both has inherited the property and has not lived in the property within one year immediately prior to the sale;
- (7) A transfer where either the owner or buyer is a government entity.

**ALTHOUGH A TRANSACTION MAY BE EXEMPT FOR THE REASON STATED ABOVE, THE OWNER MAY STILL HAVE A LEGAL DUTY TO DISCLOSE ANY KNOWN LATENT DEFECTS OR MATERIAL FACTS TO THE BUYER.**

**OWNER'S CERTIFICATION**

By signing below, I state that the proposed transfer is exempt from the Residential Property Disclosure Form requirement. I further state that no real estate licensee has advised me regarding the completion of this form. I understand that an attorney should be consulted with any questions regarding the Residential Property Disclosure Form requirement or my duty to disclose defects or other material facts.

Owner:  Date: \_\_\_\_\_

Owner:  Date: \_\_\_\_\_

**BUYER'S ACKNOWLEDGEMENT**

Potential buyers are encouraged to carefully inspect the property and to have the property professionally inspected. Buyer acknowledges that the buyer has read and received a copy of this form.

Buyer:  Date: \_\_\_\_\_

Buyer:  Date: \_\_\_\_\_

This is not a state mandated form. This form has been developed by the Ohio Association of REALTORS® for use by REALTORS® assisting owners in the sale of residential property. The exemptions noted above are not a complete list of the transfers exempt from the Residential Property Disclosure Form requirement. All exempted transfers are listed in ORC § 5302.30(B)(2). The Ohio Association of REALTORS® is not responsible for the use or misuse of this form.

**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](http://www.riserealtyco.com)

**Auctioneer & Realtor David Flood**  
**Rise Realty & Mgmt Co**  
Direct: 614.783.8339  
Office: 740.654.5552  
Email: [dafauction@earthlink.net](mailto:dafauction@earthlink.net)  
Fax: 740-654-5212  
Website: [www.dafauction.com](http://www.dafauction.com)

## Real Estate Purchase Contract AUCTION

Date August 15, 2020

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 Fairfield, tax parcel number(s) 370210400, and more fully described as:

**PROPERTY ADDRESS:** 9360 Basil Western Rd NW

**LEGAL:** R20 T15 S28 NE

General Description:

Single Family Home and the Lot upon which it sits

**PURCHASE PRICE TO BE:** \_\_\_\_\_

Price in Words: \_\_\_\_\_

**TERMS:** CASH ON DELIVERY OF DEED.

**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 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 September / 29 / 2020 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 11:00 AM / August / 15 / 2020.  
*Time* *Month* *Day* *Year*

Buyer's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_

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



**Buyer(s) hereby state that they have made an inspection of the property and are fully aware they are purchasing the property "As Is, Where Is, With No Warranties".**

## 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: \_\_\_\_\_

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**

**Lancaster, OH 43130**

SELLING Agent \_\_\_\_\_

LISTING Agent \_\_\_\_\_

MLS# \_\_\_\_\_ Home Phone \_\_\_\_\_

MLS# \_\_\_\_\_ Home Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_

Home Fax \_\_\_\_\_

Home Fax \_\_\_\_\_

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 **\$1,500.00** 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: \_\_\_\_\_