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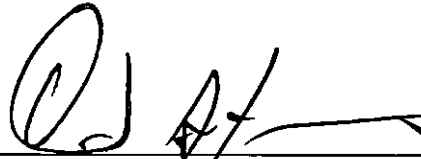
**IN THE COURT OF COMMON PLEAS
FAIRFIELD COUNTY, OHIO**

Freedom Mortgage Corporation)	Case No. 2021 CV 00453
)	
Plaintiff)	Judge David A. Trimmer
)	
vs.)	ORDER
)	
Tasha R. Swarts, et al.)	
)	
Defendants)	
)	
)	

This matter came on for consideration on the Plaintiff's Motion for an order authorizing Cynthia A. Schillig, of Xome, as Private Selling Officer, to sell the real property described in Exhibit "A" attached hereto (the "Property") at public auction. The Court finds said Motion well taken and is hereby granted.

Therefore, it is hereby ordered that Cynthia A. Schillig is appointed as Private Selling Officer to sell the Property at public auction in accordance with the Private Selling Officer's terms attached hereto as Exhibit "B," and in accordance with Ohio Revised Code Chapter 2329.

IT IS SO ORDERED.



Judge David A. Trimmer

Submitted by:



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Exhibit "A"

RE: Landowners Tasha R. Swarts

Property Description:

Situate in the Township of Hocking, in the County of Fairfield and State of Ohio:

Tract One: Being Lot Number Four (4) in H.C. Drinkle's Subdivision as recorded in Plat Book 1, Page 7 of Section 11, Township 14, Range 19, containing 1.46 acres, more or less. Excepting, however 80 feet off the West side of said Lot No. 4, extending the full length thereof, heretofore sold and conveyed to Dorothy C. Haas by Deed recorded in Volume 203, Page 50, Deed Records of Fairfield Co., Ohio.

Tract Two: Being Lot Number Five (5) in H.C. Drinkle's Subdivision as recorded in Plat Book 1, Page 7 of Section 11, Township 14, Range 19, containing 1.54 acres, more or less.

Tract Three: Being Lot Number Six (6) in H.C. Drinkle's Subdivision as recorded in Plat Book 1, Page 7 of Section 11, Township 14, Range 19, containing 1.73 acres, more or less.

Excepting, however, a strip of land 50 feet in width off of the East side of said Lot No. 6 conveyed by C.C. Allen and Florence M. Allen to Bryon L. Cave as recorded in Deed Book 181, Page 626, Fairfield County, Deed Records.

Also Excepting a strip of land 50 feet in width bounded by beginning at the Northwest corner of the above described 50 foot strip conveyed to Bryon L. Cave; thence Westwardly along the North boundary line of said Lot No. 6, 50 feet to a point on the North boundary line of said lot; thence Southerly across said Lot No. 6 and parallel with the East boundary line of said Lot No. 6 to the South boundary line of said lot; thence Eastwardly along the South boundary line of said Lot No. 6 50 feet, more or less, to the Southwest corner of the above described 50 foot strip of land conveyed to said Bryon L. Cave; thence Northwardly along the West line of said 50 foot strip conveyed to said Bryon L. Cave; thence Northwardly along the West line of said 50 foot strip conveyed to Bryon L. Cave to the place of beginning.

The three tracts described herein being estimated to contain 3.33 acres, more or less.
Subject to conditions, restrictions, easements and utility rights of way of record.

Property Address: 1275 Cincinnati Zanesville Road, Lancaster, OH 43130

PPN#: 0180099800

Prior Deed Reference: Book 1562, Page 3730

DESCRIPTION REVIEWED AND APPROVED
FOR TRANSFER ONLY, FAIRFIELD COUNTY
AUDITOR/ENGINEER TAX MAPS.

BY CLT DATE 10-5-21

018-00998-00

Exhibit "B"

TERMS AND CONDITIONS FOR PRIVATE SELLING OFFICER SALE OF REAL ESTATE BY AUCTION COMPANY

1. The real properties located at 1275 Cincinnati Zanesville Road , Lancaster, OH 43130 (Property) shall be sold through the services of Ohio Foreclosure Auction Group member assigned to the County in which said real properties are located, as set forth in the Motion filed herewith, whom will be treated as a Private Selling Officer, and shall undertake all steps normally required by statute and by the Court's Judgment to advertise and post notices for the sale.
2. Private Selling Officer will use its best efforts to advertise and market the Property for sale in a manner calculated to bring the highest and best price at the sale.
3. Private Selling Officer will incur expenses necessary for advertising and other aspects of the sale, which will be reimbursed from the proceeds of the sale in an amount not to exceed _____ dollars (\$ _____).
4. Private Selling Officer is authorized to charge and retain a Buyer Premium of ten percent (10%) from the highest bidder. Said Buyer Premium will be paid by the highest bidder directly to Private Selling Officer and shall be in addition to the amount of the winning bid entered by the highest bidder. No commission shall be charged to FREEDOM MTG (Bank) by Ohio Foreclosure Auction Group.
5. The sale shall be held online by Private Selling Officer.
6. In order to facilitate the advertising and marketing of the Property for sale, Private Selling Officer shall have the right to place signs on the Property if vacant.
7. Private Selling Officer shall assume no liability for loss by fire, theft, destruction, damage or other calamity to the Property or any part of it.
8. Bidding shall be made without conditions and with no contingencies of any kind. The Property shall be sold AS IS AND WHERE IS with no representations or warranties of any kind being made to the Buyer. Private Selling Officer shall not be held to answer to any claims whatsoever concerning the condition and/or title to the Property.
9. Immediately upon conclusion of the auction, if the highest bidder is a third party, the highest bidder shall:
 - a. Execute a Purchaser Information Form binding the bidder to complete the transaction; and
 - b. Effectuate a wire transfer within 24 hours for 10% of the purchase price.Private Selling Officer will submit wiring instructions at the conclusion of the auction to the winning bidder.

10. Private Selling Officer shall see that the following take place to finalize the transfer of the Property to a successful third-party purchaser:

a. Within thirty (30) days after the date of sale, a wire transfer shall be effectuated by Buyer to a title company approved by the Private Selling Officer for the balance of the bid price plus buyer premium with credit given for earnest money previously paid. A Certificate of Sale will at that time be issued and delivered to the Buyer.

b. Private Selling Officer shall deliver to the Court, a Report of Sale.

c. Upon Confirmation by the Court, a Judicial Deed shall be delivered by Private Selling Officer pursuant to Ohio Revised Code Section 2329.36

d. Subsequent to the entry by the Court ordering approval of the sale, a title company approved by the Private Selling Officer shall remit the net proceeds of the sale to the Bank after deducting any fees and expenses due Private Selling Officer, including advertising expenses as provided in Paragraph 3, buyer's premium, recording costs and auditor fees. Payment to Private Selling Officer for its expenses and buyer premium shall be made prior to the payment of any other item, fee, or expense.

11. If a third-party purchaser fails to timely deliver the final balance of the sale price to the Private Selling Officer, then:

a. the Buyer's deposit monies shall be distributed pursuant to Ohio law pursuant to a contempt Order issued by the Court, and;

b. The sale shall be reset under the same terms as herein provided.

12. If the Plaintiff purchases the property back through the credit bid process, then:

a. Private Selling Officer shall deliver to the Court, a Report of Sale and Confirmation request.

b. Private selling Officer fees and costs, other than those set forth in Ohio Revised Code Section 2329.152(D)(1)(a) and (b) will be taxed as costs pursuant to Ohio Revised Code Section 2329.152(D)(1)(c)

c. Upon Confirmation by the Court, a Judicial Deed shall be delivered by Private Selling Officer pursuant to Ohio Revised Code Section 2329.36

13. The Buyer shall have rights to possession and title to the Property upon confirmation by the Court and delivery of a deed by Private Selling Officer to Buyer.

14. The Buyer shall be responsible for the payment of all taxes and assessments for installments accrued subsequent to the sale date.