

# REAL ESTATE & PERSONAL PROPERTY AUCTION

# February 18, 10:00 am



*4904 Olentangy River Rd, Delaware OH*

**AUCTION DATE:**

February 18, 10:00 am

**INSPECTION DATES:**

January 22 & February 5,  
1:00 - 3:00 pm

**AUCTION LOCATION:**

4904 Olentangy River Rd.

**OWNER:**

Pamela Hart

**CONTACT INFO:**

Real Estate & Auction Services  
Chip Carpenter  
Broker/Auctioneer 740.965.1208  
Ryan Rogers  
Agent 614.893.3843

**REAL ESTATE:** Located along the scenic Olentangy River Rd, you will find this 2 story farm house built in 1842 having 5 bedrooms, 2 baths and 2528 sq ft, with double stair case built in China cabinet and original tin ceiling in the dining room. The home is in need of major renovations. The home is situated on a spectacular 5.46 ac lot with mature trees, creek, and property on both sides of the Olentangy River Rd. Plan to attend an open house or call agent for a private showing.

Personal property auction will take place same day.

**For additional information visit:**  
[ucrealstateandauction.com](http://ucrealstateandauction.com)



**Auction  
Services**

The information contained herein was obtained from sources believed reliable; however, United Country Real Estate and Auction Services makes no guarantees, warranties, or representations as to the completeness or accuracy thereof. The presentation of this property is submitted subject to errors, omissions, change of price or conditions prior to sale or lease, or withdrawal without notice.



# Terms & Conditions

United Country Real Estate and Auction Services, LLC

740-965-1208 OR 614-206-1135

Seller: Pam Hart

## TERMS AND CONDITIONS

Pursuant to the pre-auction sale bills and applicable law, **THESE TERMS AND CONDITIONS REPLACE AND SUPERSEDE ALL PRIOR TERMS AND CONDITIONS OF ANY NATURE, WHETHER WRITTEN, VERBAL, OR OTHERWISE. IT IS THE BIDDER'S RESPONSIBILITY TO BE FAMILIAR WITH THESE TERMS AND CONDITIONS.** By registering for this auction and placing a bid, bidder acknowledges that these terms and conditions have been disclosed to bidder, and bidder agrees to be bound by these terms and conditions. Property sells subject to owner confirmation day of sale.

1. Buyer to pay a Ten percent (10%) NONREFUNDABLE down payment upon execution of the purchase agreement, to be applied on the purchase price at closing, or retained by Seller if the closing does not occur. Balance of purchase price is due in cash at closing which shall occur on or before April 3, 2017. Real estate taxes shall be prorated to the day of closing based upon the most recent available tax rate and valuation. Survey: A new survey will be provided by seller if necessary for transfer, otherwise a new survey will not be provided. The survey will be at the Sellers expense and any issues regarding the survey will be at the Seller's discretion. Seller will pay for conveyance fee, owner's policy of title insurance from a title agency of Seller's choosing, Seller's portion of title agency closing fee not to exceed \$150.00, and deed preparation only. Seller will pay no other closing costs. The owner's policy of title insurance shall contain all standard exceptions, as listed in the title commitment. Seller shall convey marketable title to the real estate by Warranty Deed or Fiduciary Deed.
2. All real property and improvements are selling in their present "AS IS" condition with no warranties expressed or implied by Seller or Seller's agent. No representations have been made by Seller or Seller's agent with regard to fitness of the real property or improvements for a particular use or any particular Buyer's development plans. It is Buyer's responsibility to have any inspection Buyer desires completed prior to auction. It is the Buyer's responsibility to pay for and obtain any and all due diligence inspections and inquiries as to feasibility of Buyer's intended development plans prior to bidding. United Country Real Estate and Auction Services, LLC, and all agents associated, represent only the Seller in this transaction. Successful Buyers shall sign an agency disclosure form acknowledging that United Country Real Estate and Auction Services, LLC and its associated agents are working on behalf of the Seller.
3. All prospective Buyers who desire to participate in the auction must register the day of sale prior to bidding, (if required) and must then provide such personal information as requested by the auctioneer. Realtor cooperation is welcome; however, you must register your clients 48 hours prior to sale with an agency disclosure, show the property and attend the auction with your client. No exceptions.
4. Seller has specifically reserved the right to have the auctioneer determine the minimum bid advancement that will be accepted from all bidders. The auctioneers will handle any disputes at the time of the auction and all decisions will be final. The auctioneer, the seller and/or the attorney for the seller reserve the right to demand satisfactory written evidence of the authority of an agent to enter a bid or to execute a purchase contract on behalf of another party. This auction may be subject to online, phone or proxy bidding.
5. Each successful bidder will be required to immediately execute the posted purchase contract, and deposit with the auctioneer the down payment money described above. In case of conflict with these terms and conditions, the terms and conditions in the signed contract control the transaction.
6. Please view the posted title commitment for any questions on easements, rights of way, leases etc. Any reports, disclosures, letters or other documents from third parties are deemed reliable but not guaranteed by seller nor United County Real Estate and Auction Services LLC.
7. Any personal property left on the grounds of the real estate as of the date of closing becomes the property of the buyer of the real estate. Buyer will assume all responsibility and costs associated with these items as of the date of closing.
8. All information contained in this brochure and all related material came from sources deemed reliable but are not warranted by seller or auctioneers. Announcements made day of sale shall take precedence over printed material.

United Country Real Estate and Auction Services, LLC

BONDED – LICENSED BY THE OHIO DEPARTMENT OF AGRICULTURE

## LEAD DISCLOSURE SALES

Property Address: 4904 Olentangy River Rd Company: Real Estate and Auction Services  
City: Delaware State: Oh Zip 43015 Company Address: Two Miranova Suite 900  
MLS#: \_\_\_\_\_ City: Columbus State: Oh Zip 43215

### Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

#### Lead Warning Statement

*Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.*

#### Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) PA Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) PA Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### Purchaser's Acknowledgment (initial)

(c) \_\_\_\_\_ Purchaser has received copies of all information listed above.

(d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

#### Agent's Acknowledgment (initial)

(f) \_\_\_\_\_ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

#### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>Ramala Furt</u>	<u>Jan 3, 2017</u>	_____	_____
Seller	Date	Seller	Date
_____	_____	_____	_____
Purchaser	Date	Purchaser	Date
_____	_____	_____	_____
Agent	Date	Agent	Date



## LEAD DISCLOSURE SALES

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#### Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
\_\_\_\_\_

(ii) \_\_\_\_\_ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
\_\_\_\_\_

(ii) \_\_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### Purchaser's Acknowledgment (initial)

(c) \_\_\_\_\_ Purchaser has received copies of all information listed above.

(d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

#### Agent's Acknowledgment (initial)

(f) \_\_\_\_\_ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

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Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date





2013

STATE OF OHIO  
DEPARTMENT OF COMMERCE

## RESIDENTIAL PROPERTY DISCLOSURE FORM

**Purpose of Disclosure Form:** This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. **POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).**

**Owner's Statement:** The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

### OWNER INSTRUCTIONS

**Instructions to Owner:** (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials PC Date Jan. 3, 2017  
Owner's Initials \_\_\_\_\_ Date \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_



2013

STATE OF OHIO  
DEPARTMENT OF COMMERCE

## RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301:5-6-10 of the Administrative Code.

## TO BE COMPLETED BY OWNER (Please Print)

Property Address:

4904 OLENTANGY RIVER RD DELAWARE OH 43015

Owners Name(s):

Pamala Hart

Date Jan. 3, 2017, 20Owner ☐ is ☒ is not occupying the property. If owner is occupying the property, since what date:If owner is not occupying the property, since what date: Dec. 15, 2016

## THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

## A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):

☐ Public Water Service☐ Holding Tank☐ Unknown☐ Private Water Service☐ Cistern☐ Other☒ Private Well☐ Spring☐ Shared Well☐ PondDo you know of any current leaks, backups or other material problems with the water supply system or quality of the water? ☐ Yes  
No ☒ If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) ☐ Yes ☐ No

## B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

☐ Public Sewer☐ Private Sewer☐ Septic Tank☐ Leach Field☒ Aeration Tank☐ Filtration Bed☐ Unknown☐ Other

If not a public or private sewer, date of last inspection: Inspected By:

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property?

☒ Yes ☐ No If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):Pump went out 1 yr. ago.

Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? ☒ Yes ☐ NoIf "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): 5 yrs. agonew roof and gutters.D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? ☒ Yes ☐ NoIf "Yes", please describe and indicate any repairs completed: Water gets in crawl spaceheavy rain,Owner's Initials PH Date Jan. 3, 2017

Owner's Initials Date

Purchaser's Initials Date

Purchaser's Initials Date

Property Address 4904 OLENTANGY RIVER RD DELAWARE OH 43015

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backlog; or leaking pipes, plumbing fixtures, or appliances? ☒ Yes ☐ No

If "Yes", please describe and indicate any repairs completed: Spot in ceiling bedroom upstairs. Problem fixed with new roof.

Have you ever had the property inspected for mold by a qualified inspector? ☐ Yes ☒ No

If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: \_\_\_\_\_

Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.

**E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND**

**EXTERIOR WALLS):** Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?

☒ Yes ☐ No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): Dip in floor by front door over crawl space.

Do you know of any previous or current fire or smoke damage to the property? ☐ Yes ☒ No

If "Yes", please describe and indicate any repairs completed: \_\_\_\_\_

**F) WOOD DESTROYING INSECTS/TERMITES:** Do you know of any previous/current presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites? ☐ Yes ☒ No  
If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): \_\_\_\_\_

**G) MECHANICAL SYSTEMS:** Do you know of any previous or current problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

	YES	NO	N/A		YES	NO	N/A
1) Electrical	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Plumbing (pipes)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Central heating	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years): Cold temps. pipes freeze. Laundry area.

**H) PRESENCE OF HAZARDOUS MATERIALS:** Do you know of the previous or current presence of any of the below identified hazardous materials on the property?

	Yes	No	Unknown
1) Lead-Based Paint	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. If "Yes", indicate level of gas if known _____			
5) Other toxic or hazardous substances	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: \_\_\_\_\_

Owner's Initials L.H. Date Jan 3, 2017

Owner's Initials \_\_\_\_\_ Date \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_

Property Address \_\_\_\_\_

4904 OLENTANGY RIVER RD DELAWARE OH 43015

**CERTIFICATION OF OWNER**

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

OWNER: Pamela Hart DATE: Jan 3, 2017

OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

**RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS**

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered prior to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.

Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at [www.dnr.state.oh.us](http://www.dnr.state.oh.us).

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

PURCHASER: \_\_\_\_\_ DATE: \_\_\_\_\_

PURCHASER: \_\_\_\_\_ DATE: \_\_\_\_\_

(Page 5 of 5)

Title First Agency, Inc.

ALTA Commitment Form  
Adopted 6-17-06

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A

Date Issued: January 13, 2017  
Commitment No.: 2023998

Other Reference No.:

Property Address: 4904 Olentangy River Rd., Delaware, Ohio 43015

Name and Address of Title Insurance Company: Old Republic National Title Insurance Company  
400 Second Avenue South  
Minneapolis, MN 55401

1. Effective Date: December 12, 2016 at 7:59 a.m.
2. Policy or Policies to be issued are:

a. 2006 ALTA Owner's Policy :  
Proposed Insured: T B D

b. 2006 ALTA Loan Policy :  
Proposed Insured: TBD

Policy Amount  
\$0.00
3. The estate or interest in the land described or referred to in this commitment is FEE SIMPLE.
4. Title to the FEE SIMPLE interest in the land is at the Effective Date vested in:


Pamala F. Hart  
SOURCE OF TITLE:  
Official Record 1351, Page 1641  
Deed Volume 424, Page 288  
Recorder's Office, Delaware County, Ohio.

(Continued on Second Page)

Countersigned: \_\_\_\_\_  
Authorized Officer or Agent  
Title First Agency, Inc.  
3650 Olentangy River Road, Suite 400  
Columbus, Ohio 43214

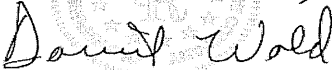
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

By



President

Attest



Secretary

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

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5. The land referred to in this Commitment is described as follows:

Being situated in the State of Ohio, in the County of Delaware, and in the Township of Liberty, and being bounded and described as follows:

Being a tract of land situated in Lot Three (3), Section Four (4), Township Four (4), Range Nineteen (19), United States Military Lands, Liberty Township, Delaware County, State of Ohio, said tract being a part of that tract deeded to John E. Vargo, Inc. and recorded in Deed Volume 337, Page 127, in the Recorder's Office, Delaware County, Ohio.

Beginning at the point of intersection of the centerline of State Route 315 with the south line of Lot 3; thence northerly along the centerline of State Route 315 with the arc of a curve to the right having a radius of 716.20 feet, a distance of 85.92 feet to the point of tangency of said curve, (said arc having a chord bearing of North 23° 48' 52" East and distance of 83.91 feet); thence North 20° 22' 40" East along the centerline of State Route 315 a distance of 54.09 feet to a point being the true place of beginning;

Thence from said true place of beginning North 20° 22' 40" East along the centerline of S.R. 315 a distance of 210.00 feet to a point;

Thence North 69° 37' 20" West a distance of 330.00 feet (passing over an iron pin at 30.00 feet) to an iron pin;

Thence North 21° 01' 12" East a distance of 287.41 feet to an iron pin;

Thence North 9° 01' 40" East a distance of 128.42 feet to an iron pin;

Thence South 76° 23' 50" East a distance of 147.76 feet to an iron pin;

Thence South 31° 18' 50" East a distance of 185.20 feet to an iron pin;

Thence South 69° 37' 20" East a distance of 223.48 feet (passing over an iron pin at 30.00 feet) to a point in the westerly right-of-way line of S.R. 315;

Thence South 5° 22' 40" West a distance of 288.24 feet to a point;

Thence South 26° 22' 40" West a distance of 207.24 feet to a point;

Thence South 55° 52' 40" West a distance of 50.86 feet to a point;

Thence North 69° 37' 20" West a distance of 186.88 feet to the place of beginning, containing 5.460

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

**Title First Agency, Inc.**

**ALTA Commitment Form  
Adopted 6-17-06**

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acres, more or less.

Subject to all legal right-of-way of previous record.

The above described tract of land was surveyed by Henry L. Kunze, Registered Surveyor No. 52,  
Kunze, Games, and Street, Inc. in June 1970.

PIN: 419-430-01-149-000

Property Address: 4904 Olentangy River Road, Delaware, Ohio 43015

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

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COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - Section I

Commitment No: 2023998

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest mortgage or lien to be issued.
2. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record to wit:
  - a. Need an Affidavit of marital status for the deed filed in Official Record 424, Page 288.
  - b. Warranty Deed from Pamala F. Hart, with proper marital status and release of dower, if necessary, to T B D.
  - c. Mortgage from T B D, with proper marital status and release of dower, if necessary, to TBD to secure \$0.00 .
  - d. Cancellation of the mortgage(s) shown on Schedule B, Section 2.
  - e. Affidavit from the Executor/Administrator of the Estate of Robert L. Hart (aka Robert Lawrence Hart), stating there are sufficient assets in said estate to pay all liens and taxes.
  - f. Return from the State of Ohio showing that no claim is being made for reimbursement of Medicaid disbursements.
3. NOTE: The Engineer/Auditor may require a new survey of the subject premises.
4. Pay to the issuing agent all premiums, fees and charges for the title insurance policy.
5. All parties to the transaction must provide identification sufficient to comply with the USA Patriot Act as determined by their lender and the policy issuing agent.
6. Duly executed Owners Affidavit covering matters of Title, in a form acceptable to the Company.
7. Further exceptions and/or requirements may be made upon review of the proposed documents and/or upon further ascertaining the details of the transaction.
8. NOTE: 'Your attention is directed to the provisions of the Tax Reform Act of 1986 which require the reporting of real estate transactions to the Internal Revenue Service. All real estate transactions (except for refinances) closed after January 1, 1987 must be reported on a Form 1099-B which must be completed in full at the time of closing.'
9. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to the approval of the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined,

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

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**Title First Agency, Inc.**

**ALTA Commitment Form  
Adopted 6-17-06**

and entered as aforesaid, it is agreed that as between the Company, the applicant for this commitment, and every person relying on this commitment, the Company cannot be required to approve any such evaluation in excess of \$100,000.00 and the total liability of the Company on account of the commitment shall not exceed said amount.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

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SCHEDULE B - Section II

Commitment No: 2023998

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

**STANDARD EXCEPTIONS**

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in the boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the public records. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown in the public records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.

**SPECIAL EXCEPTIONS**

8. All assessments and taxes for 2017 and all subsequent years.
9. County Taxes for the year 2016 are as follows: AS TO PARCEL NUMBER 419-430-01-149-000: First Half Taxes UNPAID AND A LIEN NOW DUE AND PAYABLE in the amount of \$1,362.62; Second Half Taxes UNPAID AND A LIEN NOT YET DUE AND PAYABLE in the amount of \$1,362.62. (VALUATIONS: Land \$28,670.00 - Building \$19,500.00 - Total \$48,170.00)
10. Premises are subject to a Homestead Exemption. Regular taxes per half would be in the amount of \$1,663.62.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.



11. Mortgage from Pamala F. Hart, unmarried, to The Delaware County Bank and Trust Company, dated November 23, 2016, filed for record December 5, 2016 and being recorded in Official Record 1471, Page 1645, Recorder's Office, Delaware County, Ohio, to secure \$188,500.00.
12. Robert L. Hart (aka Robert Lawrence Hart), deceased on February 25, 2015, and was admitted to probate on May 18, 2015, in Case #1504-0443PES. (Administrator/Executor/Guardian) is Pamala F. Hart.
13. Easement to State of Ohio, Department of Transportation, recorded in Official Record 928, Page 1598.
14. Easement to State of Ohio, Department of Transportation, recorded in Official Record 907, Page 1340.
15. Easement to Columbus and Southern Ohio Electric Company, recorded in Deed Book 340, Page 433.
16. Easement to Columbus and Southern Ohio Electric Company, recorded in Deed Book 325, Page 52.
17. Notwithstanding the reference to acreage or square footage in the description set forth in Schedule A hereof, this commitment/policy does not insure nor guarantee the quantity of land set forth therein.
18. The right of the public to use that portion of the premises within legal highways/roadways.
19. Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy. (Note: This exception will appear only in the final loan policy.)
20. NOTE: The Policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.
21. Any matter related to the ownership of the common area of a homeowner's association or organization.
22. Liens in favor of the State of Ohio filed but not yet indexed in the dockets of the Delaware County Common Pleas Clerk. (NOTE: This exception will be deleted upon receipt of a duly executed Owners Affidavit. )
23. Delinquent Sewer and Water Bills may become a lien on the real estate. No liability is assumed by the company for ascertaining the status of utility charges and the insured is cautioned to obtain the current status of these payments.
24. Future special assessments on the tax duplicate occasioned by past due water bills, sewer bills, weed cutting charges, property clean-up and building maintenance charges assessed by a government authority.
25. The type of owner's policy referenced in this Commitment contains the following deductibles and limits of liabilities:
  - Covered Risk 16 (Subdivision Law Violations) has a deductible of 1% of the Policy Amount or \$2500 whichever is lesser, and a Maximum Dollar Limit of Liability of \$10,000.
  - Covered Risk 18 (Building Permits) has a deductible of 1% of the Policy Amount or \$5000 whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.
  - Covered Risk 19 (Zoning) has a deductible of 1% of the Policy Amount or \$5000 whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

- Covered Risk 21 (Encroachment of Boundary Walls or Fences) has a deductible of 1% of the Policy Amount or \$2500 whichever is lesser, and a Maximum Dollar Limit of Liability of \$5,000.

NOTE: Pertaining to the covenants and restrictions, if any, described in Schedule B of this Commitment/Policy, the following is expressly omitted therefrom: any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that such covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) related to handicap but does not discriminate against handicapped persons. Any covenant and restriction, or any part thereof, omitted as described above shall in no event be construed as forming a part of this Commitment/Policy, Schedule B of this Commitment/Policy or as an existing covenant and restriction disclosed by the public records.

NOTE: No liability is assumed by Company for uncertified encumbrances and the purchase contract shall be binding unless the contract is silent or ambiguous. If the contract is silent or ambiguous, the buyer assumes the risk.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

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## GENERAL WARRANTY DEED \*

Deed

VOL

424, Page 288

ROBERT A. HOHL and BETTY N. HOHL, Divorced and Not Remarried,

(1), of Delaware County, Ohio:

for valuable consideration paid, grant(s), with general warranty covenants, to

ROBERT LAWRENCE HART and PA'ALA HART, whose tax-mailing address is

the following REAL PROPERTY: Situated in the County of Delaware in the State  
of Ohio and in the Township of Liberty (2)

See attached legal description

Delaware County  
The Grantor has complied with  
Section 319.202 of The R. C.  
Date 11-15-78 Transfer Tax Paid 75.00  
TRANSFERRED OR EXEMPTED FROM TRANSFER TAX  
DAVID R. Thomas, Auditor By *[Signature]*

Prior Instrument Reference: Vol. 349 Page 221 of the Deed Records of Delaware

County, Ohio. Robert A. Hohl and Betty N. Hohl

\*XXXXXXXXXXXXX of the

Grantor releases all rights of dower therein. Witness their hand(s) this 9th day  
of November, 1978.

Signed and acknowledged in the presence of:

WITNESS

ROBERT A. HOHL

(4)

WITNESS

BETTY N. HOHL

State of Ohio

County of

SS.

BE IT REMEMBERED, That on this 9th day of November, 1978, before me,  
the subscriber, a Notary Public in and for said county, personally came,  
Robert A. Hohl and Betty N. Hohl, Divorced and Not Remarried, the Grantor(s) in the  
foregoing Deed, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day  
and year aforesaid.

*[Signature]*  
LIAM E. STEINER  
NOTARY PUBLIC - STATE OF OHIO  
MY COMMISSION EXPIRES MARCH 20, 1980

This instrument was prepared by Kenneth J. Molnar, Attorney at Law.

LEGAL DESCRIPTION

Being a tract of land situated in Lot Three (3), Section Four (4), Township Four (4), Range Nineteen (19), United States Military Lands, Liberty Township, Delaware County, State of Ohio said tract being a part of that tract deeded to John E. Vargo, Inc. and recorded in Deed Volume 337, page 127, in the Recorder's Office, Delaware County, Ohio.

Beginning at the point of intersection of the centerline of State Route 315 with the south line of Lot 3; thence northerly along the centerline of State Route 315 with the arc of a curve to the right having a radius of 716.20 feet, a distance of 85.92 feet to the point of tangency of said curve, (said arc having a chord bearing of North 23° 48' 52" East and distance of 85.91 feet); thence North 20° 22' 40" East along the centerline of State Route 315 a distance of 54.09 feet to a point being the true place of beginning;

thence from said true place of beginning North 20° 22' 40" East along the centerline of S.R. 315 a distance of 210.00 feet to a point;

thence North 69° 37' 20" West a distance of 330.00 feet (passing over an iron pin at 30.00 feet) to an iron pin;

thence North 21° 01' 12" East a distance of 287.41 feet to an iron pin;

thence North 9° 01' 40" East a distance of 128.42 feet to an iron pin;

thence South 75° 23' 50" East a distance of 147.76 feet to an iron pin;

thence South 31° 18' 50" East a distance of 185.20 feet to an iron pin;

thence South 69° 37' 20" East a distance of 223.48 feet (passing over an iron pin at 30.00 feet) to a point in the westerly right-of-way line of S.R. 315;

thence South 5° 22' 40" West a distance of 288.24 feet to a point;

thence South 26° 22' 40" West a distance of 207.24 feet to a point;

thence South 55° 52' 40" West a distance of 50.86 feet to a point;

thence North 69° 37' 20" West a distance of 136.88 feet to the place of beginning, containing 5.460 acres, more or less.

Subject to all legal right-of-way of previous record.

The above described tract of land was surveyed by Henry L. Kunze, Registered Surveyor No. 521 Kunze, Games, and Street, Inc., in June, 1970.

APPROVED  
FOR TRANSFER  
FRED L. STULTS  
Delaware County Engineer

86715

DELAWARE COUNTY, OHIO	
FILED FOR RECORD	NOV 16 1978
AT 8:30	O'CLOCK A.M.
RECORDED	Nov. 22, 1978
Deed	RECORD.
VOL 424	PAGE 288
Henry L. Kunze	
FEE \$ 5.00 COUNTY RECORDER	
PB	

Yulity 19-4-4-3

VOL 424 PAGE 288

## CONTRACT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

(This is a legally binding contract. If not understood, seek legal advice. For real estate advice, consult your Realtor)

DATE: \_\_\_\_\_

1. **PROPERTY DESCRIPTION:** The undersigned buyer (Buyer) agrees to purchase from the undersigned owner (Seller) agrees to sell (Contract) through **United County Real Estate and Auction Services, LLC** (Broker), the following described real estate in \_\_\_\_\_, \_\_\_\_\_ County, Ohio, and known as: \_\_\_\_\_ (Real Estate).
2. **PRICE AND TERMS:** Buyer agrees to pay the amount of the high bid \$ \_\_\_\_\_ plus the buyer premium of \$ \_\_\_\_\_ for a **Total Purchase Price of \$ \_\_\_\_\_** for the Real Estate as follows: A **non-refundable** (except in the case of a non-marketable title) down payment (Down Payment) of \$ \_\_\_\_\_ must be deposited at the time of the Auction, and will be applied toward the Purchase Price. The Down Payment shall be deposited by Broker, upon acceptance of this offer, in a non-interest bearing trust account pending closing. This Down Payment is not an Earnest Money deposit as contemplated by R.C. 4535.24. In the event this Contract does not close for any reason other than as agreed, Buyer agrees that the Down Payment shall be disbursed by Broker to Seller five (5) days after scheduled Closing Date unless Broker is previously notified in writing by Buyer that litigation has been filed with a court of competent jurisdiction. A copy of the filing must be attached.
3. **BALANCE & CLOSING:** The balance of the Purchase Price shall be paid in the form required by the closing agent on date of closing, on or before \_\_\_\_\_ (Closing Date). The Closing Date shall be automatically extended up to 30 days if Auctioneer deems necessary. Buyer will close through \_\_\_\_\_. If Buyer does not close on or before scheduled Closing Date, Seller may, at Seller's option, extend the Closing Date in consideration for a sum of \$ \_\_\_\_\_ per day after original Closing Date.
4. **CLOSING COSTS:** The ☐ Buyer, ☐ Seller shall be responsible for all transfer taxes, recording fees, title search, owner's title insurance premium and deed preparation. Seller is responsible for real estate tax prorata, mortgage releases and will convey a good and marketable title.  
The ☐ Buyer ☐ Seller ☐ split 50/50, is responsible for survey cost, if a survey is required for a transfer. **\*Buyer is responsible for all other costs associated with closing.**
5. **TERMS:** The Real Estate sells: ☐ to the highest bidder regardless of price, **OR** ☐ subject to the Seller's confirmation.
6. **FIXTURES AND 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 apparatuses; stationary tubs; pumps; water softening equipment; roof antennae; attached wall-to-wall carpeting and attached floor coverings; curtain rods, window coverings and all existing window treatments; attached mirrors; all light fixtures; bathroom, lavatory and kitchen 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; smoke alarms, satellite TV reception system and components; all exterior plants and trees, all landscaping lights and controls; and the following: \_\_\_\_\_
7. **OBTAINING FINANCING:** This Contract to Purchase is **not contingent** upon the Buyer obtaining financing. There are no Buyer contingencies.
8. **BINDING OBLIGATION:** Buyer is buying the property **As-Is, Where-Is and without Recourse**. If Buyer fails to close for any reason whatsoever, except a nonmarketable title, Buyer voluntarily agrees to forfeit entire Down Payment and may be held liable by Seller for any deficiency, plus court costs and reasonable legal fees, resulting from subsequent resale of the Real Estate. Time is of the essence and this is an irrevocable offer to purchase, with no contingencies. In the event Buyer fails to perform according to the terms of this Contract, the Down Payment shall be forfeited without affecting

\_\_\_\_\_,  
Buyer Initial      Seller Initial

any of Seller's further remedies. Either party may demand specific performance of this Contract.

9. **SELLER'S CERTIFICATION:** Seller certifies to Buyer that, to the best of Seller's knowledge: (a) there are no undisclosed latent defects; (b) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the Real Estate may be assessed, except \_\_\_\_\_; (c) there are no City, County or State orders that have been served upon Seller requiring work to be done or improvements to be made which have not been performed, except \_\_\_\_\_. Inspections regarding habitability and use of the Real Estate shall be the responsibility of the Buyer. All Inspections must be completed prior to Auction. BUYER IS RELYING SOLELY UPON HIS EXAMINATIONS OF THE REAL ESTATE, AND THE SELLER'S CERTIFICATION HEREIN FOR ITS PHYSICAL CONDITION AND CHARACTER, AND NOT UPON ANY REPRESENTATION BY THE BROKER/AUCTIONEERS/REAL ESTATE AGENTS INVOLVED, WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE.
10. **INDEMNITY:** Seller and Buyer recognize that the AUCTIONEERS/BROKERS are relying on information provided by Seller or his/her agents in connection with the Real Estate, and agree to indemnify and hold harmless the AUCTIONEERS/BROKERS, their agents and employees, from any claims, demands, damages, suits, liabilities, costs and expenses (including reasonable legal fees) arising out of any misrepresentation or concealment of facts by Seller or his/her agents.
11. **CONVEYANCE AND CLOSING:** Seller shall convey marketable title to the Real Estate by \_\_\_\_\_ deed with release of dower right, if any, SUBJECT TO THE MATTERS SHOWN ON THE COMMITMENTS FOR TITLE INSURANCE PROVIDED TO BIDDERS PRIOR TO THE SALE AND SUBJECT TO THE RIGHTS OF THE TENANTS, if any, under existing leases and state law. Title shall be free and unencumbered as of Closing Date, except for matters referred to in the preceding sentence and restrictions and easements of record and except the following assessments (certified or otherwise): \_\_\_\_\_  
If title to all or part of the real estate is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those excepted above, Buyer must notify the Seller or Seller's Broker in writing of the objection to the title no less than ten (10) calendar days prior to the Closing Date. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within (30) calendar days, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in the termination of this Contract. Seller is not obligated to incur any expense in curing Buyer's objection, in the event that the cure of the objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or to terminate the Contract by delivering a written Notice of Termination to the Buyer or Buyer's Broker. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object.
12. **CONDITION OF IMPROVEMENTS:** The risk of destruction or substantial damage by fire or Act of God prior to delivery of deed is assumed by Seller. Seller agrees that on delivery of possession to Buyer, the Real Estate shall be in the same condition as it is on the date of this Contract, except for ordinary wear and tear. If the Real Estate should be damaged or destroyed by fire or other casualty and if, prior to Closing Date, the Real Estate shall not be repaired or restored by and at the Seller's expense, to a condition as good as it was prior to the damage or destruction, then Buyer, at his option, may terminate this Contract by written notice to Seller and the Down Payment Shall be returned to Buyer. While this Contract is pending, Seller shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the consent of the Buyer. In addition, the Buyer also has an insurable interest in the Real Estate from date of this Contract. Buyer is hereby notified that insurance should be placed upon the Real Estate immediately to protect Buyer's interest.
13. **DISCLOSURE:** ☐ Buyer ☐ Seller ☐ Neither Buyer nor Seller - is a licensed Real Estate Broker or Salesperson.
14. **POSSESSION:** Possession shall be given ☐ at closing, ☐ \_\_\_\_\_ days after closing at \_\_\_\_\_ ☐ AM ☐ PM subject to Tenant's Rights, with deed. Until such date, Seller shall have the right of possession free of rent, but shall pay for all utilities. No work may be done at the Real Estate by the Buyer until possession is given.
15. **AGENCY DISCLOSURE STATEMENT:** Real Estate is being sold through United Country Real Estate and Auction Services,

\_\_\_\_\_,  
Buyer Initial      Seller Initial

LLC. Buyer and Seller acknowledge having reviewed and signed the Agency Disclosure Statement.

16. **TAXES:** The real estate taxes for the Real Estate for the current year may change as a result of the transfer of the Real Estate or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by governmental authority. Seller shall pay or credit at closing: (a) all delinquent taxes, including penalty and interest; (b) all assessments which are a lien on the Real Estate as of the date of the Contract; (c) all agricultural use tax recoupments for years prior to the year of closing; (d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and (e) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365 day year. If taxes are undetermined for the year of closing, the proration shall be based on the most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified.

17. **NOTICES TO THE PARTIES:**

- A. Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines. The parties are hereby advised, and the parties acknowledge that they should seek professional expert assistance and advice in matters of law, tax, financing, surveying, structural conditions, hazardous materials, environmental conditions, inspections, engineering, etc.
- B. 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, 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.
- C. By bidding, the Buyer agrees to waive the 10 day post inspection for lead based paint. Buyer also agrees to waive their right to receive a Residential Property Disclosure Form and their right to rescind the Contract under R.C. 5302.30.
- D. Ohio's Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law. The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall not rely on the Seller.

18. **MISCELLANEOUS:**

- A. This Real Estate is being sold at Public Auction, without recourse. Personal on-site inspection/s of the Real Estate or properties is strongly recommended.
- B. The Real Estate will sell "as is, where is," with no warranty expressed or implied as to improvements, availability of utilities, zoning, or environmental and wetland issues.
- C. Information contained online was obtained by sources deemed reliable. However, neither United County Real Estate and Auction Services, LLC nor their agents will be responsible for any errors or omissions herein. Announcements made at the auction will take precedence over written material, advertisements, or any other oral statements made prior to the day of auction. Buyer should carefully verify all items and make their own decision as to the accuracy thereof before relying on same.
- D. The Seller and Broker reserve the right to preclude any person from bidding if there are any questions as to the person's credentials, fitness, etc.
- E. This Contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in writing signed by the Buyer and Seller. All notices given in connection with this Contract shall be made in writing signed by the party giving such notice.
- F. Time is of the essence regarding all provisions of this Contract. Whether or not so stated elsewhere in this Contract, no

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Buyer Initial      Seller Initial

deadline or time period under this Contract can be modified or waived except by written agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only, and shall not reduce the effect of this paragraph as to any other provision of this Contract.

19. **OTHER TERMS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. **DEED TO:** (Print) \_\_\_\_\_

21. **EXPIRATION AND APPROVAL:** Provided this offer is subject to Seller's confirmation pursuant to Paragraph 5 above, this offer is void if not accepted by Seller in writing on or before \_\_\_\_ ☐ AM ☐ PM EST on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The Buyer has read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy.

**Print**

**Sign**

**Date**

BUYER: \_\_\_\_\_  
BUYER: \_\_\_\_\_  
FULL ADDRESS: \_\_\_\_\_  
PHONE NUMBERS: \_\_\_\_\_  
WITNESS: \_\_\_\_\_

22. **ACTION BY SELLER:** For Real Estate selling to the highest bidder regardless of price, the undersigned Seller has read and fully understands the foregoing offer and hereby accepts said offer and agrees to convey the Real Estate according to the above terms and conditions.

For Real Estate selling subject to the Seller's confirmation , the undersigned Seller has read and fully understand the forgoing and hereby: ☐ accepts said offer and agrees to convey the Real Estate according to the above terms and conditions, ☐ rejects said offer, or ☐ counteroffers according to the modifications initialed by Seller or as attached hereto. Counteroffer shall become null and void if not accepted in writing on or before \_\_\_\_\_ ☐ AM ☐ PM EST on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Print**

**Sign**

**Date**

SELLER: \_\_\_\_\_  
SELLER: \_\_\_\_\_  
FULL ADDRESS: \_\_\_\_\_  
PHONE NUMBERS: \_\_\_\_\_  
WITNESS: \_\_\_\_\_

23. **RECEIPT BY United Country Real Estate and Auction Services, LLC:** DATE \_\_\_\_\_ I hereby acknowledge receipt of \$ \_\_\_\_\_ ☐ cash ☐ cashier's check ☐ personal check # \_\_\_\_\_ made payable to \_\_\_\_\_ as down payment in accordance with terms herein provided.

**United Country Real Estate and Auction Services**

By: \_\_\_\_\_

Its: \_\_\_\_\_

