

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. 4735.24. 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 split 50/50 shall be responsible for transfer taxes, real estate tax prorata, mortgage releases and will convey a good and marketable title. The Buyer Seller split 50/50 is responsible for title search, owner's title insurance policy and deed preparation. 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 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 (d) 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. **Taxes pro-rated at time of closing shall be final to both Buyer and Seller.**

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

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: _____

AGENT NAME: _____ LICENSE#: _____

EMAIL: _____ PHONE: _____

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: _____

AGENT NAME: _____ LICENSE #: _____

EMAIL: _____ PHONE: _____

23. **RECEIPT BY United Country Real Estate and Auction Services, LLC:** _____ I hereby acknowledge
DATE 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: _____



Exhibit A

United Country Real Estate and Auction Services, LLC
740-965-1208 | 614-206-1135
The Estate of Janet M. Billman Franklin Co Probate number 608499
Carol Ann Durfee, Executor Alicia Nesline Shaw, Attorney

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. The minimum bid is \$338,149 dollars.

1. Buyer to pay Ten Percent (10%) of the accepted bid price as a NONREFUNDABLE down payment day of auction and 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 Sept. 30, 2023, 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 Cornerstone Title Agency, LLC. The seller's portion of title agency closing fee not to exceed \$300.00, 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. As owner's title insurance is being provided, seller reserves the right to determine which form of deed (warranty, fiduciary etc) shall be used.
2. All real property and improvements are selling in their present "AS IS" and "Where-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 and this includes any environmental inspections buyer desires. 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 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 them the property and attend the auction. Co-Op commission is 2 % if registered less than 48 hours Co-Op commission is 1% 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 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.
9. The Contract is contingent on the review and approval of the Probate Court of Franklin County, (the "Court") in Case No. 608499A ("Court Approval"). Seller will work in a reasonable manner to obtain Court Approval of the Contract. Buyer acknowledges that Court Approval may be contested, and Seller cannot represent how long Court Approval will take. Moreover, Buyer acknowledges that certain parties may have appeal rights. Delays caused by or related to obtaining Court Approval will not be grounds for default under the Contract and will not nullify the Contract. Notwithstanding the foregoing, if the Court has not approved the Contract and issued an Entry Confirming Sale within 60 days of full execution, either party may terminate this Contract upon providing written notice of termination, whereupon the Parties will be released from all obligations and liabilities under the Contract and the down payment will be returned to Buyer.

United Country Real Estate and Auction Services, LLC
BONDED – LICENSED BY THE OHIO DEPARTMENT OF AGRICULTURE

LEAD DISCLOSURE SALES

Property Address: 2770 Tremont Rd Company: Real Estate and Auction Services, LLC
City: Columbus State: Oh Zip 43221 Company Address: 30 S. High St
MLS#: City: Croton State: Oh Zip 43013

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).

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

(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).

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

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) CC 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.
E-Signed

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.

E-Signed: 07/06/2023 09:32 PM EDT Carol Ann Durfee IP: 107.11.34.219 Electronic Signature DocID: 20230706134326917	07/06/2023	Seller	Date
E-Signed: 07/06/2023 09:32 PM EDT Chip Carpenter IP: 72.59.33.32 Electronic Signature DocID: 20230706134326917	07/06/2023	Purchaser	Date
E-Signed: 07/06/2023 09:32 PM EDT Chip Carpenter IP: 72.59.33.32 Electronic Signature DocID: 20230706134326917	07/06/2023	Agent	Date

CBR REV 8/06

Ohio Association of REALTORS®
Residential Property Disclosure Exemption Form



To Be Completed By Owner

Property Address:

2770 Tremont Rd
Columbus, Oh 43221

Owner's Name(s):

Estate of Janet M. Billman
by Carol Ann Durfee, Executor

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: Carol Ann Durfee Date: 07/06/2023

Owner: IP: 107.11.34.219 Electronic Signature DocID: 20230706134334916 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.

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950 GOODALE BLVD, #200
COLUMBUS, OHIO 43212

Case No. 608499-A

March 14, 2023

Alicia Nesline Shaw
Carlile Patchen & Murphy LLP
950 Goodale Blvd,, Suite 200
Columbus, OH 43212

RE: 2770 Tremont Road, Columbus, Ohio

Dear Alicia:

The undersigned hereby certifies that we have made a thorough examination of the Franklin County public records covering the period June 16, 1959 to March 14, 2023, relating to the premises herein described at Item 1.

This certificate does not purport to cover mechanics' liens for labor and material performed and furnished unless of record, any unpaid franchise taxes, applicable zoning ordinances, rights of all persons in possession, assessments not indexed or otherwise shown on the County Treasurer's records, liens asserted by the United States, or State of Ohio, their agencies and officers under the Ohio Solid Hazardous Waste Disposal Act, Federal Super Fund Amendments, and under Racketeering Influence Corrupt Organization Acts and Receivership Liens, unless the lien is filed in the public records of the county in which the property is located, any claim which arises out of the transaction creating the interest of the mortgagee or other claimant by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, or any matters which would be disclosed by a proper survey.

The undersigned further certifies that, based upon the above, the fee simple title to said premises is vested in Janet M. Billman, by Quit-Claim Deed , dated March 22, 2000, filed March 23, 2000 in Instrument Number 200003230056516, Recorder's Office, Franklin County, Ohio, and from said records the title is marketable and free from encumbrances except and subject to the matters set forth herein.

Item 1 Description

Parcel 1

Situated in the County of Franklin, in the State of Ohio, and in the City of Upper Arlington:

Being Lot Number Forty-One (41) in GUILFORD PLACE ADDITION to the Village of Upper Arlington, Franklin County, Ohio, as said lot is numbered and delineated upon the recorded plat thereof, of record in Plat Book No. 16, Page 31, Recorder's Office, Franklin County, Ohio.

Item 2 Mortgages

Mortgage from Janet M. Billman, (no marital status) to Mortgage Electronic Registration Systems as nominee for Security One Lending, dated 12/10/2011, filed 12/19/2011 @ 2:11 p.m. and recorded in Instrument Number 201112190165082, Recorder's Office, Franklin County, Ohio, showing an original amount of \$480,000.00.

This mortgage was further assigned to Secretary of Housing and Urban Development, dated November 13, 2017, filed November 27, 2017 @ 8:28 a.m. in Instrument Number 201711270166367, Recorder's Office, Franklin County, Ohio.

Mortgage from Janet M. Billman (no marital status) to Secretary of Housing and Urban Development, dated 12/10/2011, filed 12/19/2011 at 2:12 p.m. and recorded in Instrument Number 201112190165083, Recorder's Office, Franklin County, Ohio, showing an original principal amount of \$480,000.00.

Item 3 Easements

As shown, if any, in Plat Book 16, Page 31, Recorder's Office, Franklin County, Ohio

Utility easements per recorded plat of record in Plat Book 16, Page 31, Recorder's Office, Franklin County, Ohio.

Item 4 Restrictions

None shown of record

Item 5 Taxes

Taxes for the first half of 2022, in the amount of \$6,291.95 are paid. Taxes for the second half of 2022 in the amount of \$6,291.95 are paid, with a balance due of \$651.20. There is a future delinquent storm sewer assessment with a balance of \$22.00. Taxes for 2023 are undetermined, no yet due and a lien on the premises. Other special taxes and assessments of any kind, if any (NOTE There are no other special assessments shown on Treasurer's Duplicate). Additions, if any which may hereafter be made by legally constituted authorities.

Parcel No. 070-001172

Valuations: Land \$62,480.00 Buildings \$114,170.00 Total \$176,650.00

Very truly yours,

CORNERSTONE TITLE AGENCY, LLC.

A handwritten signature in black ink that reads "Linda L. Moore". The signature is fluid and cursive, with the first name "Linda" and last name "Moore" clearly distinguishable.

Linda L. Moore

Title Agent and Closing Officer

Direct (614)628-0839

Email: LMoore@cpmlaw.com

**IN THE PROBATE COURT OF FRANKLIN COUNTY, OHIO
JEFFREY D. MACKEY, JUDGE**

Carol Ann Durfee,
Executor of the Estate of
Janet M. Billman,

Plaintiff,

vs.

Carol Ann Durfee, *et al.*,

Defendants.

:

:

:

: Case No. 608499-A

:

:

**ENTRY FINDING SALE NECESSARY, DISPENSING WITH APPRAISEMENT,
WAIVING BOND, AND ORDERING PUBLIC SALE**

Upon the Motion of the Plaintiff for an Entry Finding Sale Necessary, Dispensing with Appraisement, Waiving Bond and Ordering Public Sale (the "Motion") and the Complaint of Plaintiff, this Court finds that all necessary Defendants are properly before the Court and have filed an Answer to the Complaint or their interest will be adequately protected. Accordingly, this Court hereby GRANTS the Motion in its entirety, and ORDERS as follows:

1. The sale of the real estate described in the Complaint is necessary;
2. Appraisal of the real estate is hereby dispensed with;
3. Additional bond is hereby waived; and
4. Orders public sale of the real estate described in the Complaint, the costs and expenses of which shall properly be costs and expenses paid by the Estate from the proceeds of the sale.

signature page attached
Judge Jeffrey D. Mackey

e-Filed Franklin County Probate Court

Submitted - May 19 2023 1:41 PM

Filed - May 19 2023 4:20 PM - 608499A

Franklin County Probate Court

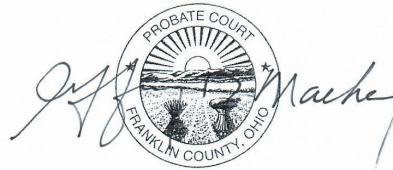
Date: 05-19-2023

Case Title: BILLMAN, JANET M.

Case Number: 608499A

Type: Entry Finding Sale Necessary, Disp w/Appraisal, Waiving Add'l Bond
and Ordering Private Sale

So Ordered

The image shows a handwritten signature in cursive, which appears to read "Jeffrey D. Mackey", written over a circular official seal. The seal contains the text "PROBATE COURT" at the top and "FRANKLIN COUNTY, OHIO" at the bottom, with a central emblem depicting a landscape with a sun and trees.

Judge Jeffrey D. Mackey (aac)



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PC-E-4.5 (Rev. 10-2000)

PROBATE COURT OF FRANKLIN COUNTY, OHIO**Jeffrey D. Mackey**ESTATE OF Janet M. Billman, DECEASEDCASE NO. 608499**ENTRY APPOINTING FIDUCIARY; LETTERS OF AUTHORITY**

[For Executors and all Administrators]

Name and title of fiduciary Carol Ann Durfee, Executor

On hearing in open court the application of the above fiduciary for authority to administer decedent's estate, the Court finds that:

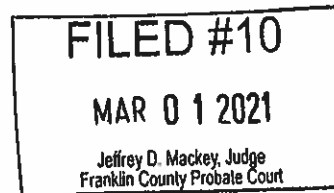
Decedent died [check one of the following] ☒ testate ☐ intestate on 01/16/2021, domiciled in Upper Arlington, Ohio[Check one of the following] ☒ Bond is dispensed with by the Will- ☐ Bond is dispensed with by law☐ Applicant has executed and filed an appropriate bond, which is approved by the Court; and

Applicant is a suitable and competent person to execute the trust.

The Court therefore appoints applicant as such fiduciary, with the power conferred by law to administer fully decedent's estate. This entry of appointment constitutes the fiduciary's letters of authority.

MAR 01 2021

Date

Jeffrey D. Mackey
Jeffrey D. Mackey 10**CERTIFICATE OF APPOINTMENT AND INCUMBENCY**

The above document is a true copy of the original kept by me as custodian of the records of this Court. It constitutes the appointment and letters of authority of the named fiduciary, who is qualified and acting in such capacity.

Jeffrey D. Mackey
Judge and Ex-Officio ClerkBy [Signature] Deputy ClerkDate MAR 01 2021