

United Country Real Estate and Auction Services, LLC
740-965-1208 OR 614-206-1135
13122 Hatch Rd Westerville, Oh 43082
Estate of Estate of Charlotte Mae Sewell aka Charlotte Mae Sexton
Delaware County Probate Case # 2503 0342PES
John J. Sewell Administrator | Porter R. Welch, 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. Minimum Bid \$73,333.

1. Online Only Auction will begin closing Dec. 29, 2025 at 1:PM Eastern Time.
2. **All bidding is conducted online only, and registration can take up to 24 hours, so please register before the last day.** All prospective Buyers who desire to participate in the auction must register online by creating a bidder profile through the online auction platform. If you need assistance in registering for the auction you can contact Real Estate and Auction Services, LLC Broker/Auctioneer Chip Carpenter 614-206-1135. Once the bidder profile has been created auction company will send new bidder a copy of the posted terms and conditions through an E-Signature platform Bidder will be required read and electronically sign the terms and conditions once returned to auction company bidding privileges will be turned on. Seller's may at their sole discretion request additional registration requirements from bidder's unknown to them or the auction company.
3. This auction is online only with a soft close. Bidding in the last three minutes will extend the time of closing by three minutes.
4. There will be a Ten Percent (10%) Buyer's Premium added to the accepted final high bid price online or negotiated (in the case of a reserve sale) to establish total contract price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Price for which they are obligated to pay.
5. Buyer to be emailed purchase and sale agreement immediately following the conclusion of the auction. It is buyer's responsibility to execute the purchase and sale agreement and return signed copy to Real Estate and Auction Services, LLC within 24 hours of by email and scan, fax, E-Signature or hand deliver.
6. There will be a Ten percent (10%) NONREFUNDABLE down payment required. Nonrefundable down payment to either be wired to Real Estate and Auction Services, LLC Trust account or deliver a personal or business check made payable Real Estate and Auction Services, LLC Trust account to, 30 S. High St Croton, Ohio 43013 within 24 hours of auction close. Down Payment to be applied on the contract price at closing or retained by Seller if the closing does not occur. Balance of contract price is due in cash at closing which shall occur on or before Jan. 29, 2026
7. Seller to provide title search and owners' policy insurance in the amount of the contract price and deed preparation. The owner's policy of title insurance shall contain all standard exceptions, as listed in the title commitment. Seller to pay the county conveyance fee and pay taxes current through the day of closing based on the most recent available tax rate and valuation taxes will be final at that time. Seller shall convey marketable title to the real estate by General Warrant Deed. Closing and Title work to be at sellers discretion.
8. 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 regarding fitness of the real property or improvements for a particular use or any 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 all due diligence inspections and inquiries as to feasibility of Buyer's intended development plans prior to bidding.
9. 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.

10. Real Estate agent must register your clients by emailing a signed agency disclosure to chip@ucrealestateandauction.com (Blank agency disclosure is available in the documents file in the MLS) prior to your client bidding in the online platform.
11. Seller has specifically reserved the right to have the auctioneer determine the minimum bid increments that will be accepted from all bidders. The auctioneer 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.
12. In case of conflict with these terms and conditions, the terms and conditions in the signed contract control the transaction.
13. 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 Country Real Estate and Auction Services LLC.
14. 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. Except in the case of leased space. Buyer will assume all responsibility and costs associated with these items as of the date of closing.
15. All information contained in this brochure and all related material came from sources deemed reliable but are not warranted by Seller or auctioneer. Announcements made day of sale shall take precedence over printed material. These announcements if any will be posted in the auctioneer's notes.
16. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to (pause) the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
17. Bidder acknowledges and understands that online bidding may or may not function correctly the day of the auction. Under no circumstances shall Bidder have any kind of claim against United Country Real Estate and Auction Services, LLC, or anyone else if the Internet service fails to work correctly before or during the auction. Auction conduct and bidding increments are at the direction and discretion of the auctioneer. All decisions of the auctioneer are final.
18. Property sells with final probate court approval.

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



Auction Services

**30 S. High St.
Croton, OH 43013**

www.ucrealestateandauction.com
phone 740.965.1208

ONLINE REAL ESTATE AUCTION

Begins closing DEC. 29, 2026 at 1:00PM

Minimum Bid \$73,333

The following described real estate located at 13122 Hatch Rd Westerville, Ohio Delaware County Parcel # 316-430-03-033-000 Official Record Volume 2140, Page 1152-1153 and further described as: Being a 1.06-acre parcel with a 960 sq. ft. home. There will not be access to the building (home) on the property.

There will be a 10% buyers Premium added to the accepted high bid price that will determine final contract price. The property will be sold AS-IS with all faults. Seller will provide a fiduciary deed, pay the county conveyance tax, prorate the taxes, pay any delinquent taxes due, and provide an owner's policy of title insurance in the amount of the contract price. Successful Buyer will be required to make a 10% non-refundable down payment within 24 hours of the auction closing with the balance required in funds acceptable to the title company on or before Jan. 29, 2026. Closing and transfer of deed subject to Probate Court approval.

Estate of Charlotte Mae Sewell aka Charlotte Mae Sexton
Delaware County Probate Case # 2503 0342PES
John J. Sewell Administrator
Porter R. Welch, Attorney



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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Form 50202839 (3-13-23)





COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; [and]
- f. Schedule B, Part II—Exceptions; [and]
- g. a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: **Kenneth J. Molnar**
Issuing Office: **21 Middle Street, Galena, Ohio 43021**
Issuing Office's ALTA® Registry ID: **1046485**
Loan ID Number: **N/A**
Commitment Number: **25-116**
Issuing Office File Number: **25-116**
Property Address: **13122 Hatch Road, Westerville, Ohio 43082**
Revision Number:

SCHEDULE A

1. Commitment Date: **November 17, 2025 at 7:00 a.m.**
2. Policy to be issued:
 - a. ☒ **ALTA® Owners Policy**
Proposed Insured: **TBD**
Proposed Amount of Insurance: **\$TBD**
The estate or interest to be insured: **Fee Simple**
 - [b. ☐ **ALTA®** Policy **N/A**
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured:
 - [c. ☐ **ALTA®** Policy]
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**
4. The Title is, at the Commitment Date, vested in: **Charlotte Mae Sewell (now deceased) (BK 2140, Page 1152 – 1153)**
5. The Land is described as follows: **Situated in the State of Ohio, County of Delaware, and Township of Harlem, bounded and described as follows:**

SEE ATTACHED LEGAL DESCRIPTION

1.061, Acres, More or Less

Prior Instrument Reference: BK 2140, Page 1152

Parcel No. 316-430-03-033-000

First American Title Insurance Company

By: _____

Authorized Signatory

Issuing Agent: **Kenneth J. Molnar**
Agent ID No.: **12317067**
Address: **21 Middle Street**
City, State, Zip: **Galena, Ohio 43021**
Telephone: **740-965-3900**

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SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. **Completion of Land Sale Proceeding in the Probate Court of Delaware County, Ohio, Case No. 2507 1156 PCI resulting in order to sell to Administrator, John J. Sewell.**
 - B. **Completion of service on all parties in the above referenced Land Sale Proceeding and completion of the Entry disposing of any of their claims and ordering an Order of Sale directed to the Administrator, John J. Sewell.**
 - C. **Payment and cancellation, or dismissal of claim of Oasis Home Buyers, LLC set forth in the civil action mentioned above.**
 - D. **Payment and cancellation, or dismissal of claim of Rockport Funding, LLC dba Rockport Legal Funding set forth in the Land Sale Proceeding referenced above.**
 - E. **Fiduciary Deed from John J. Sewell, Administrator of the Estate of Charlotte Mae Sexten aka Charlotte Mae Sewell, conveying fee simple title to the purchasers of premises described as Schedule A herein.**
 - F. **Payment and cancellation, or dismissal of the claim of the Delaware County Treasurer, Donald E. Rankey, Jr.**
 - G. **Proof of payment of any demolition costs.**
 - H. **Proof of payment in the Estate of Charlotte Mae Sexten aka Charlotte Mae Sewell, Case No. 2408 1191 PES in the Probate Court of Delaware County, Ohio.**
 - I. **Approval of the Legal Description for transfer by the Delaware County Map Department.**

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
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 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.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter 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 the 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. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. **No liability is assumed for any special assessments, other than as would be reflected by the County Treasurer's Tax Duplicate.**
10. **This Commitment does not insure the amount of land contained in the premises.**
11. **If there is a Homeowners Association affecting the property where dues may be imposed, the Company assumes no responsibility for ascertaining the status of these charges.**
12. **Property address and/or tax parcel identification number shown herein are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.**
13. **Rights of the Public to use those portions of the subject premises lying within the bounds of any legal highway.**
14. **Delinquent sewer bills, water bills, charges for weed cutting, clearing up trash and other nuisance abatement charges may become a lien on the real estate. No liability is assumed by the Company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these charges, if any.**

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15. Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.
16. Ohio law, effective October 3, 2023, prohibits ownership of real property by certain foreign parties. This law can be found at O.R.C. §5301.256. Any loss or damage incurred as a result of violation of this law is excluded from coverage under the terms of a title insurance policy.
17. Completion of Land Sale Proceeding in the Probate Court of Delaware County, Ohio, Case No. 2507 1156 PCI resulting in order to sale to Administrator, John J. Sewell.
18. Completion of service on all parties in the above referenced Land Sale Proceeding and completion of the Entry disposing of any of their claims and ordering an Order of Sale directed to the Administrator, John J. Sewell.
19. Building setback lines and public easements reflected upon the recorded Plat.
20. OR 2072, Page 2090: Dismissal of payment of the purported claim of Oasis Home Buyers, LLC as set forth in BK 2072, Page 2090.
21. Payment, cancellation, or dismissal of the claim of Rockport Funding, LLC dba Rockport Legal Funding set forth in Case No. 2503 0342 PES, Delaware County, Ohio Records.
22. Payment of all claims or disposition of all claims in the Estate of Charlotte Mae Sexten aka Charlotte Mae Sewell, Case No. 2503 0342 PES.
23. Tax Information: Parcel No. 316-430-03-033-000 (1.0600 Acres). Valuations: Land: \$24,260.00 Buildings: \$30,450.00 Total: \$54,710.00. Taxes for the first half year 2024 in the amount of \$1,206.10 are delinquent plus penalty. Taxes for the second half year 2024 in a like amount are delinquent plus penalty. Taxes for the calendar year 2025, amount undetermined, are unpaid and a lien.

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LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Delaware, State of Ohio, and is described as follows:

Situated in the Township of Harlem, County of Delaware, and State of Ohio:

Being located in Lot No. 34 of Section 4, Township 3, Range 16, United States Military Lands, and being 1.061 acres of the 18 acre tract now or formerly owned by Lawrence M. & Annabelle Peters of record in Deed Book 245, Page 194, all references being to records of the Recorder's Office, Delaware County, Ohio, and being more particularly described and bounded as follows: Beginning at a railroad spike in the Easterly line of the said Lot No. 34, in the centerline of Hatch Road No. 37, said railroad spike being located South 5 deg. 09 min. 30 sec. West, 654.0 feet from an iron pin at the Northeasterly corner of the said Lot No. 34; thence along the easterly line of the said Lot No. 34, being also the centerline of the said Hatch Road No. 37, South 5 deg. 09 min. 30 sec. West, 100.0 feet to a spike at the Southeasterly corner of the said 18 acre tract; thence along the Southerly line of the said 18 acre tract, North 84 deg. 29 min. 30 sec. West, (passing an iron pin at 7.3 feet), 462.2 feet to an iron pin; thence North 5 deg. 09 min. 30 sec. East, (being parallel to the Southerly line of said 18 acre tract) 462.2 feet to the place of beginning, **containing 1.061 acres more or less.** Subject, however, to all legal highways and/or rights-of-way of previous record.

Auditor's Parcel No.	:	316-430-03-033-000
Prior Instrument No.	:	BK 2140, Page 1152
Property Address	:	13122 Hatch Road, Westerville, Ohio 43081

Tracy & Mills, Surveyors

Thomas M. Tracy, P.S. 1941-2002
David R. Mills, P.S. 7157
Amy Bernicken, P.S. 8571

LEGAL DESCRIPTION FOR:
Charlotte Mae Sewell Estate
1.061 ACRES
November 2025



The following real estate situate in Farm Lot 34, Quarter 4, Township 4 North, Range 16 West, Harlem Township, U.S.M.L., Delaware County, Ohio and being all of 1.061 acres (Parcel # 316-430-03-033-000) Official Record Volume 2140, Page 1152-1153, Delaware County Recorder's Office and being described as follows:

Commencing at a 5/8" iron pin found in the centerline of Hatch Road (Township Road 37) (60') at the northeast corner of Farm Lot 34;

thence along the centerline of Hatch Road on the east line of Farm Lot 34 and the west line of Farm Lot 31 South 5 deg. 09' 30" West 654.28 feet to a mag nail set at the southeast corner of Lot 255 of the Modacres Subdivision, Plat Book 8, Page 165 (Jennifer T. and Sean Stauffer, O.R. 1349, Pg. 596-597) and being the northeast corner and beginning point of the tract herein described;

thence continuing along the centerline of Hatch Road South 5 deg. 09' 30" West 99.79 feet to a mag nail set at the northeast corner of Lot 188 of the Green Acres Subdivision, Plat Book 7, Page 361 (HRD Holdings, LLC, O.R. 1810, Pg. 839-840);

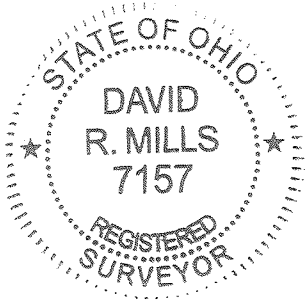
thence along the north line of said tract on the north line of the Green Acres Subdivision North 84 deg. 28' 53" West, passing through a 1/2" iron pipe found at 30.24 feet, a total of 462.59 feet to the southwest corner of a 10.000 acre tract (Mark Eugene and Sally A. Jefferis, O.R. 2066, Pg. 1787-1792) witnessed by a 3/4" iron pipe found at South 5 deg. 10' 22" West 0.36 foot;

thence along the east line of said 10.000 acres North 5 deg. 10' 22" East 100.00 feet to the southwest corner of the aforesaid Lot 255 of Modacres Subdivision;

thence along the south line of the Modacres Subdivision South 84 deg. 27' 19" East, passing through 5/8" iron pins found at 0.64 foot and 432.72 feet, a total of 462.56 feet to the point of beginning, containing 1.061 acres, as surveyed in November 2025 by Tracy & Mills, Surveyors, 5 Harrison Avenue, Mount Vernon, Ohio, David R. Mills, Surveyor #7157, Ohio. North based on the centerline of Hatch Road as South 5 deg. 09' 30" West per the Modacres Subdivision, Plat Book 8, Page 165 . Note: Iron pins set are 5/8" x 30" rebar with plastic cap stamped Tracy and Mills.

Being all of Parcel # 316-430-03-033-000. Official Record Volume 2140, Page 1152-1153.

David R. Mills Surveyor # 7157
Date: November 13, 2025



DAVID R. MILLS, PS
SURVEYOR # 7157

AMY BERNICKEN
SURVEYOR # 8571

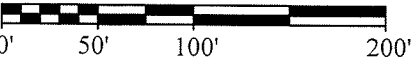
TRACY & MILLS SURVEYORS

5 Harrison Avenue - P.O. Box 642
Mount Vernon, Ohio 43050
Tel.: 740-397-8324
e-mail: dave@tracyandmills.com

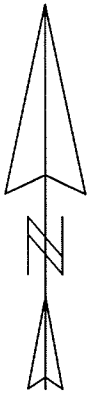
FLOYD W. BARNES, PS
1921-2018
THOMAS M. TRACY, PS
1941-2002

SURVEY FOR: Charlotte Mae Sewell Estate. O.R. 2140, Pg. 1152-1153
LOCATION: Being part of Farm Lot 34, Quarter 4, Township 3 North,
Range 16 West, Harlem Township, U.S.M.L., Delaware County,
Ohio

Date: November 13, 2025
Scale: 1" = 100'



- - Iron Pin Set (5/8" x 30")
Capped Tracy & Mills
 - - 5/8" Iron Pin Found
 - ▲ - Mag Nail Set
 - △ - Mag. Nail Found
 - ∅ - 1/2" Iron Pipe Found
 - ⊕ - 3/4" Iron Pipe Found
- PARCEL #316-430-03-033-000



North based on the
centerline of Hatch Road
Per Modacres Sub.
Plat Book 8, Pg. 165
as S5°09'30"W

Mark Eugene and Sally A. Jefferis
10.000 acres O.R. 2066, Pg. 1787-1792

Jennifer T., and Sean Stauffer
Lot 255 Modacres Subdivision
O.R. 1349, Pg. 596-597

1.061 ACRES

HRD Holdings, LLC
LOT 188 Green Acres Subdivision
O.R. 1810, Pg. 839-840



Hatch Road (Township Road 37) (60')

Fancher Road (County Road 20)

CERTIFICATION: We hereby certify that the foregoing survey was prepared
from actual field measurements, in accordance with Chapter 4733-37,
Ohio Administration Code.

David R. Mills, Surveyor # 7157
Amy Bernicken Surveyor # 8571

ARTICLE XXIV – NON-CONFORMING USES

Section 24.01 – CONTINUANCE

The lawful use of any dwelling, building or structure and any land or premises, as existing and lawful at the time of enactment of this Zoning Resolution or any amendments, may be continued, although such use does not conform with this Zoning Resolution or future amendments, but if any such non-conforming use is voluntarily discontinued for two (2) years or more, any future use shall be in conformity with this Zoning Resolution and future amendments.

Section 24.02 – RESTORATION

When a structure, the use of which does not conform to the provisions of this Zoning Resolution, is damaged by calamity outside the control of the owner or occupant, to the extent that the cost of restoration is more than 60% of its value, the following conditions shall apply.

- A. It shall not be restored unless in conformity with the current development standards applicable to a structure immediately prior to its destruction as set forth in this Zoning Resolution or as amended, for the district in which it is located.
- B. Restoration shall be completed before the expiration of two (2) years from the date of such calamity.
- C. Manufactured/mobile homes shall also meet all requirements of Section 24.04.

For the purposes of this section, “value” shall be defined as the replacement cost of the structure prior to the calamity depreciated in accordance with applicable Internal Revenue Service Guidelines of the structure.

Section 24.03 – ENLARGEMENT

No non-conforming building or use may be completed, extended or substituted except upon the review and approval and if necessary a variance permit issued by the Board of Zoning Appeals pursuant to Article XXVIII and this section.

The Board of Zoning Appeals shall have the power to permit changes and extensions of non-conforming uses as follows:

- A. A non-conforming use of less objectionable nature may be substituted for an existing non-conforming use.
- B. An existing, legal non-conforming use which occupies only a portion of an existing structure or premises may be extended to additional portions or such structure or premises.
- C. The alteration, relocation or reconstruction of a non-conforming use, structure, sign or building provided that such will make the non-conforming use substantially more in character with its surroundings and shall meet all setback requirements of said district.

- D. The extension of a non-conforming use when such extension will substantially make the non-conforming use more in character with its surroundings.
- E. Any extension shall not be more than 25% greater in size than the non-conforming use that existed at the time of passage of this Zoning Resolution.

The Board of Zoning Appeals may impose such requirements and conditions as they may deem necessary for the protection of adjacent properties and the public interest.

Section 24.04 – REPLACEMENT OR SUBSTITUTION OF AN EXISTING NON-CONFORMING MANUFACTURED/MOBILE HOME

A legally existing, non-conforming manufactured/mobile home may be replaced or may have a new home substituted with permission of the Zoning Inspector, subject to the following conditions:

- A. The replacement home shall be as large as or greater in size than the home being replaced. Section 24.03 (E) does not apply to the home.
- B. The replacement home shall be no more than a maximum of five (5) years old.
- C. The replacement manufactured home shall be securely skirted, entirely enclosing the bottom section. The skirting shall be of a visually impervious material and consistent with the characteristics of the manufactured home. Such skirting shall be installed within thirty (30) days of the installation of the manufactured home.
- D. All yards of the home shall be landscaped and shall meet the landscape requirements of this Resolution.
- E. The home shall be installed in compliance with the rules and regulations established by the Delaware County Health Department.
- F. The replacement or substitution of any existing, non-conforming manufactured/mobile home shall meet the current setback requirements of the zoning district in which the home is located.

Section 24.05 – NON-CONFORMING LOTS

The construction of a conforming structure and/or the conduct of a permitted use shall be allowed on any lot of record at the time of the enactment of this resolution, which has an area and/or lot width less than that required for such structure or permitted use in the Zoning District in which the lot is located. Variance of any development standard other than minimum lot area and/or minimum lot width shall be obtained only through action of the Board of Zoning Appeals in accordance with the provisions of Article XXVIII. Such non-conforming lots must be in separate ownership and not have continuous frontage with other land in the same ownership on the effective date of the applicable amendment to the Zoning Resolution. Otherwise, development shall be permitted only in accordance with the development standards of the Zoning District in which such ownership is located.

Section 24.06 – ADDITIONS TO NON-CONFORMING DWELLING NOT MEETING FRONT SET BACK REQUIREMENTS

In the event the dwelling existed prior to the enactment of this Zoning Resolution and does not meet the minimum front building set back line, the owner/lessee may make additions to the dwelling provided that he has all required permits and that there are not further encroachments to the front building setback line and provided the dwelling meets all other setbacks.

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 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

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: _____





RESIDENTIAL DWELLING/OTHER STRUCTURE FOR LAND PROPERTY WORKSHEET



The representations contained in this worksheet are made by the owner and are not the representations of the owner's agent or subagent. The worksheet is not a warranty or a guarantee of any kind by the owner or by any agent or subagent representing the owner of the property. This statement is not a substitute for any inspection. Potential purchasers are encouraged to obtain their own professional inspection and should not rely upon the information contained in this worksheet.

Please **PRINT** clearly in all blanks.

MLS # _____

Listing Address: 13122 Hatch Rd

Unit/Suite # _____

Listing Agent Name: Chip Carpenter

Listing Agent E-mail: chip@ucrealstateandauktion.co

Listing Agent Phone #: 614-206-1135

Extension: _____

Listing Brokerage: Real Estate and Auction Services,

Listing Brokerage Phone #: 740-965-1208

Extension: _____

RESIDENTIAL DWELLING ON PROPERTY INCLUDES THESE FEATURES. *Please Check ALL that Apply.*

Style		Notes
1	☒ 1 Story	No Access to house will be given at inspections. unsafe conditions
2	☐ 2 Story	
3	☐ 2 ½ Story	
4	☐ 3 Story	
5	☐ Bi-Level	
6	☐ Cape Cod / 1.5 Story	
7	☐ Split – 3 Level	
8	☐ Split – 4 Level	
9	☐ Split – 5 Level +	
10	☐ Other Structure – Please Describe	
Year Built		
11	☒ 1972	
Bedroom Total		
12	☒ 3	
Full Baths Total		
13	☒ 1	
Half Baths Total		
14	☐	
Parking Type (1 to 22 required)		
15	☐ 1 Car Garage	
16	☐ 2 Car Garage	
17	☐ 3 Car Garage	
18	☐ 4 Car Garage	
19	☐ 5 Car Garage\+	
20	☐ Attached Garage	
21	☐ 1 Carport	
22	☐ 2 Carport	
23	☐ 3 Carport\+	
24	☐ 1 Off Street	

25	☒	2 Off Street	
Parking Type (1 to 22 required – continued)			
26	☐	Detached Garage	
27	☐	Heated	
28	☐	Opener	
29	☐	Shared Driveway	
30	☐	Side Load	
31	☐	Tandem	
32	☐	On Street	
33	☐	Assigned	
34	☐	Lift	
35	☐	Common Area	
36	☐	Farm Building	
Basement Y/N			
37	☐	Yes	
38	☒	No	
Alternate Uses			
39	☐	Bed & Breakfast	
40	☐	Business Op	
41	☐	Commercial	
42	☐	Farm	
43	☐	Industrial	
44	☐	Multi-Family	
45	☐	Office	
46	☐	Rooming House	
47	☐	Additional Notes	

Signature of Owner(s)

John Sewell
John Sewell (Oct 13, 2025 19:01:07 EDT)

Date: _____

Signatures of Agent & Broker

Agent _____

Broker _____

Date: _____

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.

Property Address _____ 13122 Hatch Rd
 _____ Westerville _____ OH _____ 43082

Seller's Disclosure

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

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing. Describe what is known:

(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 (initial (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

(c) Purchaser has (initial (i) or (ii) below):

(i) _____ received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed above.

(ii) _____ not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.

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

(e) Purchaser has (initial (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 Acknowledgment (initial or enter N/A if not applicable)

(f)  Seller's 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.

(g) _____ Purchaser's 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.¹

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.

 John Sewell (Oct 13, 2025 10:04:00 EDT)			
Seller	Date	Purchaser	Date
 dotloop verified 11/28/25 2:59 PM EST 6X2S-QBM1-LDEZ-CT10		Purchaser	Date
Seller's Agent	Date	Purchaser's Agent ¹	Date

Chip Carpenter

Paperwork Reduction Act

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2070-0151). Responses to this collection of information are mandatory (40 CFR 745). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.12 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address."

¹ Only required if the purchaser's agent receives compensation from the seller.

Ohio Association of REALTORS®
Residential Property Disclosure Exemption Form



To Be Completed By Owner

Property Address:

13122 Hatch Rd
Westerville, OH 43082

Owner's Name(s):

Charlotte Mae Sewell Del. Co. Probate # 2503 0342PES
John J. Sewell, Administrator

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: John Sewell
John Sewell (Oct 13, 2025 19:02:17 EDT)

Date: _____

Owner: _____

Date: _____

BUYER'S ACKNOWLEDGEMENT

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

Buyer: _____

Date: _____

Buyer: _____

Date: _____

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

Listing - Residential Property Disclosure Exemption Form (2)

Final Audit Report

2025-10-13

Created:	2025-10-13
By:	Stephanie Addair (stephanie@welchlegal.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6484OMyEpNjUs49n2Kwn0Ui2BvmYhD3o

"Listing - Residential Property Disclosure Exemption Form (2)" History

-  Document created by Stephanie Addair (stephanie@welchlegal.net)
2025-10-13 - 7:17:18 PM GMT
-  Document emailed to jjsewell@breezelineohio.net for signature
2025-10-13 - 7:17:22 PM GMT
-  Email viewed by jjsewell@breezelineohio.net
2025-10-13 - 11:01:24 PM GMT
-  Signer jjsewell@breezelineohio.net entered name at signing as John Sewell
2025-10-13 - 11:02:15 PM GMT
-  Document e-signed by John Sewell (jjsewell@breezelineohio.net)
Signature Date: 2025-10-13 - 11:02:17 PM GMT - Time Source: server
-  Agreement completed.
2025-10-13 - 11:02:17 PM GMT

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.

Property Address _____ 13122 Hatch Rd
 _____ Westerville _____ OH _____ 43082

Seller's Disclosure

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

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing. Describe what is known:

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(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

(c) Purchaser has (initial (i) or (ii) below):

(i) _____ received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed above.

(ii) _____ not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.

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

(e) Purchaser has (initial (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 or enter N/A if not applicable)

(f) _____ Seller's 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.

(g) _____ Purchaser's 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.¹

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.

John Sewell
John Sewell (Oct 13, 2025 19:04:00 EDT)

Seller	Date	Purchaser	Date
Seller	Date	Purchaser	Date
Seller's Agent	Date	Purchaser's Agent ¹	Date

Chip Carpenter

Paperwork Reduction Act

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¹ Only required if the purchaser's agent receives compensation from the seller.

Lead Base Paint - Lead Disclosure - Sales (5)

Final Audit Report

2025-10-13

Created:	2025-10-13
By:	Stephanie Addair (stephanie@welchlegal.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIWloizOxJDz4Cw138Cqa9-iXWX3huqXe

"Lead Base Paint - Lead Disclosure - Sales (5)" History

-  Document created by Stephanie Addair (stephanie@welchlegal.net)
2025-10-13 - 7:16:05 PM GMT
-  Document emailed to jjsewell@breezelineohio.net for signature
2025-10-13 - 7:16:10 PM GMT
-  Email viewed by jjsewell@breezelineohio.net
2025-10-13 - 11:02:37 PM GMT
-  Signer jjsewell@breezelineohio.net entered name at signing as John Sewell
2025-10-13 - 11:03:58 PM GMT
-  Document e-signed by John Sewell (jjsewell@breezelineohio.net)
Signature Date: 2025-10-13 - 11:04:00 PM GMT - Time Source: server
-  Agreement completed.
2025-10-13 - 11:04:00 PM GMT