ESTATE OF IRENEE PHILIPPE

REAL ESTATE AUCTION

Saturday, September 29, 2018

12:00 PM

215 Carson Rd, Monroe, OH 45050

OPEN HOUSE

Sunday, September 16th 2:00 – 4:00 PM
Monday, September 24th 5:00 – 7:00 PM

Muncy & Associates
AUCTIONEERS/REALTORS

937-687-1919

www.muncysells.com

WELCOME

Dear Prospective Bidder:

It is with much enthusiasm that we approach the upcoming auction of **215 Carson Rd, Monroe, OH 45050.**

Muncy and Associates - Auctioneers-Realtors, along with the Estate of Irenee Philippe has attempted to provide you with adequate inspection times and information contained in this packet to help you make a more informed purchasing decision.

It is with deep respect that we endeavor to auction this property. We have scheduled Open Houses and are available to meet with you on a private basis at a time of your convenience. Whether you are interested in bidding, or are interested in the auction method of marketing, please come be a part of this auction. The auction will be held on site.

Best Regards,

A. Chelsey Anglin-DeVotie

Muncy & Associates
AUCTIONEERS/REALTORS

MUNCY & ASSOCIATES
AUCTIONEERS/REALTORS

CONSUMER GUIDE TO AGENCY RELATIONSHIPS

We are pleased you have selected MUNCY & ASSOCIATES to help you with your real estate needs. Whether you are selling, buying or leasing real estate, MUNCY & ASSOCIATES can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services agents can offer and their options for working with you. For more information on agency law in Ohio you can also contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or on their web-site: www.com.state.oh.us.

Representing Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care and, account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "sub-agency" to other brokerages which would also represent the seller's interests and owe the seller these same duties.

Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information and account for any money they handle in the transaction.

Dual Agency

Occasionally the same agent and brokerage who represents the seller also represents the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position in the transaction. They may not advocate the position of one client over the best interests of the other client, or disclose any confidential information to the other party without written consent.

Representing Both the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidential information of both parties.

Working With MUNCY & ASSOCIATES

MUNCY & ASSOCIATES does offer representation to both buyers and sellers. Therefore the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs each agent will represent their own client, but MUNCY & ASSOCIATES and its managers will act as a dual agent.

This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. MUNCY & ASSOCIATES will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

In the event that both the buyer and seller are represented by the same agent, that agent and MUNCY & ASSOCIATES will act as dual agents but only if both parties agree. As dual agents they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs you will be asked to consent to it in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties MUNCY & ASSOCIATES has listed. In that instance MUNCY & ASSOCIATES will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller you should not share any information with the listing agent that you would not want the seller to know.

Working With Other Brokerages

When MUNCY & ASSOCIATES lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. MUNCY & ASSOCIATES does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because MUNCY & ASSOCIATES shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead that company will be looking out for the buyer and MUNCY & ASSOCIATES will be representing your interests. When acting as a buyer's agent, MUNCY & ASSOCIATES also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for 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, 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.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to sign below, acknowledging receipt of this Consumer Guide. Your signature will not obligate you to work with our company if you do not choose to do so.

Name (Please Print)		Name (Please Print)	
Signature	Date	Signature	Date

AGENCY DISCLOSURE STATEMENT

The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 215 Carson Rd Monroe OH 45050

Buyer(s): _____

Seller(s): Estate of Irenee Philippe

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____ (AGENT(S)), and _____ (BROKERAGE).

The seller will be represented by _____ (AGENT(S)), and _____ (BROKERAGE).

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

☐ Agent(s)_____ work(s) for the buyer and Agent(s)_____ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.

☐ Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:*

_____.

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Amanda Anglin-DeVotie and real estate brokerage Muncy & Associates will

☐ be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain*: _____

_____.

☒ represent only the (*check one*) ☒ **seller** or ☐ **buyer** in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT	DATE	SELLER/LANDLORD	DATE
BUYER/TENANT	DATE	SELLER/LANDLORD	DATE

InstanetFORMS

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100

EQUAL HOUSING OPPORTUNITY

Effective 01/01/05

InstanetFORMS

Ohio Association of REALTORS®

Residential Property Disclosure Exemption Form

To Be Completed By Owner

Property Address:

215 Carson Rd, Monroe, OH 45050

Owner's Name(s):

Estate of Irenee Philippe
Elizabeth Medler, Exc.

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: Elizabeth Medler Date: 8/28/18

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.

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DAYTON AREA BOARD OF REALTORS®

DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

REALTOR®

EQUAL HOUSING OPPORTUNITY

Property Address: 215 Carson Rd. Monroe, OH 45050

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 (initial)

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

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

☑ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

EM (b) Records and Reports available to the seller (check one below):

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

☑ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

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

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

_____ (e) Purchaser has (check one below):

☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

☐ 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)

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

Certification of Accuracy

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

Seller	Elizabeth Medler	Date 8/28/18	Seller		Date / /
Purchaser		Date / /	Purchaser		Date / /
Agent	A. Anglin DeVotie	Date 8/28/18	Agent		Date / /

AUCTION COMMISSION PARTICIPATION

FOR LICENSED REAL ESTATE AGENTS ONLY

1. The licensee must be actively licensed in the state in which the Auction takes place. No commission will be shared with a non-licensed individual or firm.
2. The participating licensee must register his/her prospective bidder, on this approved form, prior to the prospective bidder's inspecting the property or making contact concerning the Auction through MUNCY & ASSOCIATES, Auctioneers, Real Estate Broker, Realtors.
3. The participating licensee must attend all viewing of property and the Auction with the prospective bidder and follow through to closing, to share a commission.
4. The participating licensee must register the prospective bidder at least 72 hours prior to the Auction.
5. No commission will be paid to any participating licensee acting as a principal and buying the property for his/her own benefit.
6. The participating licensee acknowledges receipt of this Agreement and of the Auction Bidders Packet.
7. This Agreement must include a signed Agency Disclosure Form showing participating licensee as a buyer-broker. No Sub-Agency Disclosure Forms will be accepted.
8. The participating licensee must submit on this form on Item 9 below an opening bid on his/her client's behalf. No commissions will be paid to any participating licensee who submits this form without an authorized opening bid.
9. Commission participation on this property will be offered to the successful bidder's representative based on the following scale:

2% OF YOUR BIDDER'S OPENING BID OF $ _____
[REQUIRED]

1% OF EACH DOLLAR BID THEREAFTER LESS PRORATED SHARE OF ADVERTISING AND PROMOTION EXPENDITURES (CALCULATION TO BE PROVIDED BY MUNCY & ASSOCIATES FOLLOWING AUCTION BASED ON PRORATED PERCENTAGE OF GROSS SALE PRICE OF YOUR BIDDER'S INDIVIDUAL PARCEL(S), IF THE PROSPECTIVE BIDDER BECOMES THE SUCCESSFUL BIDDER AND CLOSES PROMPTLY SUBJECT TO THE TERMS AND CONDITIONS AS ANNOUNCED OR AMMENDED ON AUCTION DAY.

Opesky **AUCTION DATE: Saturday, September 29, 2018**
AUCTION NAME

215 Carson Rd/C1800008320021
ADDRESS/PARCEL ID

_____ _____
Prospective Bidder (Print) Prospective Bidder (Signature)

_____ _____
Prospective Bidder (Print) Prospective Bidder (Signature)

_____ _____
Participating Licensee (Print) Participating Licensee (Signature)

Real Estate Company _____

Telephone: _____ Fax: _____

Date: _____ Time: _____

This agreement accepted by MUNCY & ASSOCIATES, Auctioneers, Real Estate Brokers, Realtors, this _____ day of _____, _____.

By: _____, Member.

Muncy & ASSOCIATES
AUCTIONEERS/REALTORS

CONFIRMATION OF SALE

THIS MEMORANDUM OF SALE AND AGREEMENT made and entered into: On this **29th** day of **September, 2018**, by and between:

Owner: **Estate of Irenee Philippe** hereinafter called the Seller,

and Purchaser: _____

Address: _____ City _____, Ohio,

Phone _____ hereinafter called the Purchaser.

WITNESSETH:

THAT WHEREAS, the Seller has offered for sale through **MUNCY AND ASSOCIATES, NEW LEBANON, OHIO** the following described premises: Parcel: **C1800-008-320-021**, the Address being **215 Carson Rd, Monroe, OH 45050.** Together with all appurtenances and hereditaments thereunto belonging, but subject to all legal highways and existing easements, and WHEREAS, the Purchaser has this day offered to purchase and has purchased all of said property and parcel(s) as set forth above for the sum of **$**_____

NOW THEREFORE, it is agreed as follows:

1. That the Purchaser agrees to pay the sum of **$5,000.00** upon execution of this agreement, the receipt of which is hereby acknowledged by the Seller and balance of the purchase price upon delivery of deed in the amount of $_____ to be paid as follows: cash at closing.
2. Upon presentation of this offer, Purchaser has delivered to MUNCY AND ASSOCIATES the sum of **$**_____ as earnest money, to be deposited in Broker's Trust Account promptly after acceptance of this offer. The earnest money shall be returned to Purchaser or applied to the purchase price at closing. If the closing does not occur because of Seller's default or because any condition if this Contract is not satisfied or waived, Purchaser shall be entitled to the earnest money. If Purchaser defaults, Seller shall be entitled to the earnest money. The parties acknowledge, however, that the Broker will not make a determination as to which party is entitled to the earnest money. Instead, the Broker shall release the earnest money from the Trust Account only (a) in accordance with the joint written instructions of Seller and Purchaser, or (b) in accordance with the following procedure: if the closing does not occur for any reason (including the default of either party), the Broker holding the earnest money will notify the Seller in writing that the earnest money will be returned to the Purchaser unless the Seller makes a written demand for the earnest money within 20 days after the date of the Broker's notice. If the Broker does not receive a written demand from the Seller within the 20-day period, the Broker shall return the earnest money to the Purchaser. If a written demand from the Seller is received by the Broker within the 20-day period, the Broker shall retain the earnest money until (i) Seller and Purchaser have settled the dispute; (ii) disposition has been ordered by a final court order; or (iii) the Broker deposits the earnest money with the court pursuant the applicable court procedures. Payment or refund of the earnest money shall not prejudice the rights of the Broker(s) or the non-defaulting party in an action for damages or specific performance against the defaulting party.
3. Property does not sell subject to financing.
4. Taxes and Assessments to be determined by the Butler County Long Pro-ration Method.
5. Should said property be damaged or destroyed prior to date of closing, Purchaser will be released from contract.
6. The closing of this matter shall occur on or about **October 29, 2018**, and the Sellers agree to execute and deliver a general warranty deed at said closing.
7. Occupancy to be given at closing.
8. The BUYER acknowledges they were permitted access for any desired inspections of property, and property is being sold in **"AS IS"** conditions with no expressed or implied warranty whatsoever. The Buyer acknowledges receipt of copies of the following documents: **1)** A Copy of this Agreement, **2)** Agency Disclosure Forms, **3)** Lead Based Paint Disclosure, and **4)** Bidder's Information Packet.

IN WITNESS THEREOF, the parties hereunto set their hands this **29th** day of **September, 2018.**

Sellers: _____ Purchasers: _____

_____ _____

We acknowledge the receipt and escrow holding of **$**_____ as indicated in items 1 and 2 above.

Muncy & Associates
AUCTIONEERS/REALTORS

MUNCY AND ASSOCIATES

By: _____

WHAT CAN YOU EXPECT AS A BIDDER...

1. **How do I bid?**
   A simple nod of the head, raising of your arm or bid card, or any other intentional movement will be fine. Our best advice is to talk to one of the auctioneers prior to the auction and express your desire to bid.

2. **What is the Property Worth?**
   It is worth what a Buyer with knowledge will pay and a willing Seller will accept. Decide what the property is worth to you and be sure to have access to the funds, with a loan confirmation if necessary. Ultimately the public appraises the property on the day of the sale.

3. **What can I expect at a Real Estate Auction?**
   You can usually expect the property to be sold. We will start the auction at the scheduled time and spend ten to fifteen minutes going over the Bidder's Packet and clarifying any changes. At this time any and all questions will be entertained. If you have a question during the auction, please addressed one of the auctioneers receiving bids and they will be more than happy to assist you. Buying Real Estate at Auction is very similar to buying pots and pans...just a little more money!

Muncy & ASSOCIATES
AUCTIONEERS/REALTORS

937-687-1919 • *WWW.MUNCYSELLS.COM*

215 Carson Rd Monroe, OH 45050
Active 08/28/2018 **Listing #:** 773293 **List Price:** $130,000
County: Butler **Cross St:**

Prop Type: Residential **Sub Type:** Single Family
Subdivision:
Beds: 3
FB/HB: 2 **Appx SqFt:** 1,056/Assessor's Data
Yr Built: 1957 **Price/SqFt:**123.11
Parcel ID: C1800008320021 **Lot SqFt:** 19,001
School Dist: Monroe LSD **Lot Acres:** 0.4362
CDOM: 8 **Lot Sz Src:** Assessor's Data

Remarks

Directions: OH-63 to south on Main Street. Turn right onto Carson Rd.
Prop Desc: Don't miss this opportunity to invest in a well maintained ranch in Monroe! This home features 3 bedrooms, 2 baths, a partially finished basement, beautiful hardwood in bedrooms and a bonus rear overhead garage door. This convenient location is minutes away from shopping, the interstate and local schools. This ranch will be offered at AUCTION Saturday, September 29, 2018 at 12:00 PM. Auction will occur on site. List price is a suggested starting bid and not necessarily the property's fair market value. Please call for a bidder's packet. Estate of Irenee Philippe-PE18-08-0688
Legal Desc: 445 ENT SEE PCL 021R - GILMAR MDWS RID

Room Information

ROOM	DIMS	LEVEL	ROOM	DIMS	LEVEL
Kitchen	17 x 11	First	Living Room	21 x 11	First
Master Bedroom	13 x 10	First	Bedroom	11 x 10	First
Bedroom	12 x 9	First			

FB Level 1: 1 **FB Level 2:** 0 **FB Level 3:** **FB Lower Level:** 1
HB Level 1: 0 **HB Level 2:** 0 **HB Level 3:** **HB Lower Level:** 0

Miscellaneous Information

Distressed Prop: None
Semi Annual Tax: $804 **LConditions:**
Assessments: RID **Bus Dist to Trns:**
Lot Dim: 95x200
Auction Date: 09/29/2018 **Last Remodeled:**

Property Information

Occupancy: At Closing **Levels:** 1 Story
Construction: Aluminum **Basement:** Semi-Finished
Fireplace: **Zoning:** Residential
Heat System: Natural Gas **Cooling:** Central
Appliances: Dishwasher, Range, Refrigerator
Style: Ranch **Total Rooms:** 5
Garage: 2 Car

Information deemed reliable but not guaranteed. All representations are approximate. Individual verification is recommended. Copyright 2018 **Dayton Area Board of Realtors®. All rights reserved**

PARID: C1800008320021
PHILIPPE IRENEE J

215 CARSON RD

Parcel

Parcel Id	C1800008320021
Address	215 CARSON RD
Class	RESIDENTIAL
Land Use Code	510, R - SINGLE FAMILY DWELLING, PLATTED LOT
Neighborhood	00005015
Total Acres	.4362
Taxing District	C18
District Name	MONROE CORP LSD
Gross Tax Rate	69.89
Effective Tax Rate	63.818274
Non Business Credit	.099708
Owner Occupied Credit	.024927

Dwelling

Stories	1
Gross Living Area	1,056
Construction	ALUM/VINYL
Total Rooms	5
Bedrooms	3
Year Built	1957
Finished Basement	0

Current Value

Land (100%)		$36,960
Building (100%)		$55,280
Total Value (100%)		$92,240
CAUV		$0
Assessed Tax Year	2017	
Land (35%)		$12,940
Building (35%)		$19,350
Assessed Total (35%)		$32,290

Incentive District Parcels What is this?

Parcel identifier	Value Type	value
C1800008320021	Base Parcel	92,240
C1800008320021R	RID parcel	15,000
	Total Value	107,240

Homestead Credits How do I qualify?

Homestead Exemption	YES
Owner Occupied Credit	YES
100% Disabled Veteran Exemption	NO

CAUV & Agricultural District What is this?

CAUV	NO
Agricultural District	NO

Current Year Real Estate Taxes

TAX TYPE	Prior Year	First Half Tax	Second Half Tax	Total
Real Estate	0.00	657.53	657.53	1,315.06
Special Assessments	0.00	146.65	146.65	293.30
Tot Payments	0.00	-804.18	-804.18	-1,608.36
Total:	0.00	0.00	0.00	0.00

Owner and Legal *Future ?*

Owner 1	PHILIPPE IRENEE J
Owner 2	
Legal 1	445 ENT

Legal 2	SEE PCL 021R - GILMAR MDWS RID
Legal 3	
Future	

Taxbill Mailing Address Can I change my mailing address?

Mailing Name 1	IRENE J PHILIPPE
Mailing Name 2	
Address 1	215 CARSON RD
Address 2	
Address 3	MONROE OH 45050 1505

Transfers *(Date represents time of transfer)*

Date	Sale Amount
26-JUL-18	

Transfers *(Date represents time of transfer)*

Date	Type	Sale Amount	Trans #	Seller	Buyer
26-JUL-18			7575	PHILIPPE IRENEE J &	PHILIPPE IRENEE J

Building

Card	1
Stories	1
Construction	ALUM/VINYL
Style	RANCH
Gross Living Area	1,056
Basement	FULL
Rec Room	528
Physical Condition	
Attic	NONE
Year Built	1957
Effective Year	
Year Remodeled	
Total Rooms	5
Bedrooms	3
Full Baths	2
Half Baths	0
Family Rooms	0
Additional Fixtures	2
Unfinished Area	
Finished Basement	0
WBFP Stacks	
Fireplace Openings	
Prefab Fireplace	
Heat System	AIR CONDITIONING
Fuel Type	GAS
Int vs Ext Condition	SAME
Miscellaneous	

Factors

Topography 1	LEVEL
Topography 2	
Topography 3	
Utility 1	ALL PUBLIC
Utility 2	NONE
Utility 3	NONE
Traffic 1	LIGHT
Fronting	RESIDENTIAL STREET

Permits

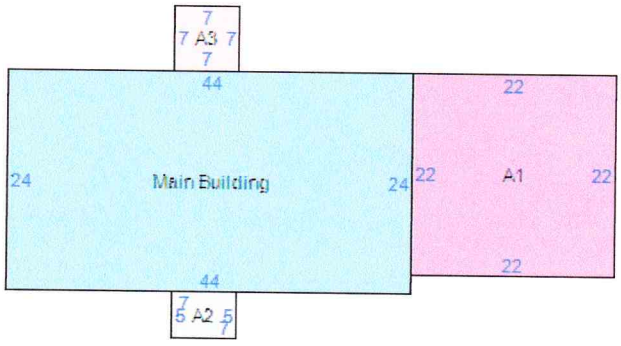
Permit Date	14-SEP-2008
Permit #	
Purpose	STORM
Open/Closed	C
SQFT	
Stories	
Bathrooms	

Bedrooms
First Floor Sqft
Second Floor Sqft
Basement Sqft
Total Living Area Sqft
Insulation Date
Finalized Date

Land

Line Number	Acres	Front actual	Front effective	Depth	Square Feet
1	.4362	95	95	200	19,000

Land sizes for most platted subdivision lots are calculated using a front foot method; a formula which is designed to provide equity in assessed value. As a result, please note that the calculated acreage of an irregular shaped lot may not represent actual surveyed acreage.



Item	Area
Main Building	1056
A1 - 13:FRAME GARAGE	484
A2 - 35/32:MAS STOOP/TERRACE/CANOPY	35
A3 - 33:CONC/BRICK PATIO	49

CONVEYANCE 0
FEE $ 0
EXEMPT 7575 KO
Roger Reynolds, Butler Co. Auditor
This conveyance has been examined and the grantor has complied with Sec. 319.202 of the ORC.

Recorded: 07/26/2018 11:35 AM Page: 1 of 2
File # 2018-00028246 Fee Amt: $28.00
BUTLER County, Ohio DANNY N. CRANK, Recorder
BK 9188 PG 1864

Affidavit

STATE OF OHIO,

ss:

COUNTY OF BUTLER,

Elizabeth Medler, being first duly sworn on oath, says that she is the surviving daughter of Irenee J. Philippe who owns real estate at 215 Carson Road, Monroe, Ohio 45050, and that Irenee J. Philippe acquired title to the following described real estate, together with his wife, Elizabeth T. Philippe under a survivorship deed dated 9th day of February, 1983, and is recorded in Deed Book 1460, Page 20, of the Official Records of Butler County, Ohio:

One-half interest in the following described real estate, to-wit;

Lot number Four Hundred Forty Five (445) as the same is known and designated on the recorded plat of the Village of Monroe, Butler County, Ohio.

Subject, however, to all building, use, planning, urban renewal, and zoning restrictions and limitations, and all easements, rights-of-way and protective covenants heretofore created, which are now applicable to and effective against said real estate.

Parcel No. C1800008320021 & C1800008320021R

Affiant further says that Elizabeth T. Philippe, died September 28, 2005, a resident of Butler County, Ohio and a certified copy of a death certificate is attached hereto and incorporated herein; and that she makes this Affidavit for the purpose of transferring title to the above described real estate on the records in the Auditor's Office of Butler County, Ohio to Irenee J. Philippe, as survivor.

Elizabeth Medler
ELIZABETH MEDLER

Sworn to before me and subscribed in my presence this 26th day of July, 2018.

Notary Public
NOTARIAL SEAL

DAMON L. HALVERSON
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration

This Instrument Prepared By:
Pater, Pater & Halverson Co., L.P.A.
315 S. Front Street
Hamilton, Ohio 45011

NOTES

Muncy & ASSOCIATES
AUCTIONEERS/REALTORS
937-687-1919 • *WWW.MUNCYSELLS.COM*