

# Rise Realty & Mgmt Co

Welcome On-Line Bidder!

Thank you for your interest in our upcoming Property for On-Line Auction. The following information is for your review and includes:

1. Auction Contract, Real Estate Forms, Terms & Conditions
2. Real Estate Information & Other Relevant Information

Please note this is an ON-LINE ONLY Real Estate Auction. All Bidders must register for the auction. Registration can be found at Auction Ohio's Website [www.auctionohio.com](http://www.auctionohio.com). You can also search under the Affiliate Tab for Rise Realty.

Bidder's represented by a Real Estate Brokerage must be pre-registered at least 24 hours prior to auction. There will be a 10% (Ten Percent Buyer's Premium added to the Final Bid Price).

If successful, Bidder will be contacted after the auction. Auctioneer will setup a time to meet the Buyer to sign the contracts and accept the required non-refundable deposit (amount as advertised) in the form of a Cashier's Check, Check (made payable to Northwest Title) or Cash. The deposit will be dispersed as stated in the contract at a successful closing of the said property.

Please review all of the documents and if you should need further information, we can be contacted at the information below.

Thank You and Good Luck!

**RISE REALTY & Mgmt Co.**

SARA BLAIR - REALTOR 614.595.3940

David Flood - Auctioneer- Realtor  
614.783.8339



# **ON-LINE ONLY! REAL ESTATE AUCTION!**

**3967 Wheeling Rd NE - Lancaster, OH**

**Auction Begins to End Sunday Evening  
October 4, 2020 @ 7:00 PM**



Terrific setting in the Valley View Farms Subdivision - Lot 19 (1.75 Acres)! Located close to town, Schools, Stores, Golf and Swim Club. Deed Restrictions available upon request. Gas Line Easement on Property. Shared Driveway. Bidders are strongly encouraged to have the property inspected and review all documents pertaining to building a home on this lot. Property will be Offered for an On-Line Only Auction with Bidding Ending on Sunday, October 4 at 7:00 PM. Take the time to download the Bidder's Packet located at [www.dafauction.com](http://www.dafauction.com) for pertinent information. **NOTE:** There is a *10% Buyer's Premium* added to the final Hammer price that will be paid by the Buyer. Opening Bid is \$10,500 which is well below the County Appraisal of \$38,790.

**ON-LINE REAL ESTATE TERMS:** *10% BUYER'S PREMIUM will be added to the final bid price to establish Contract Selling Price.* Property sells AS-IS with Opening Bid of \$10,500, Tax Appraisal for 2019 is \$38,790. Within (24) hours of the online auction (ending), the successful bidder is to execute the Real Estate Purchase Contract and tender the required \$1,000 nonrefundable earnest money deposit. **NOTE:** We will contact the successful bidder the morning after the auction ends to make arrangements for getting the contract signed & receiving the deposit. \$1,000 deposit (Cash, Check or Certified Bank Check, made Payable to Northwest Title), balance due at closing. 30 days to close. Property Taxes prorated to closing. Seller to Pay Title Insurance, Buyer to pay for any Inspections Required. See [www.dafauction.com](http://www.dafauction.com) for Bid Packet.

## **RISE REALTY & Mgmt Co**

**REALTOR: SARA BLAIR - (614) 595-3940**

**AUCTIONEER/REALTOR – DAVID FLOOD (614) 783-8339**

**ON-LINE BIDDING & MARKETING provided by AO REAL ESTATE® - Chris Davis Realtor-Auctioneer**



See [www.auctionzip.com](http://www.auctionzip.com) (ID 5526) for Flyers & Pictures  
Information is deemed reliable but not guaranteed.

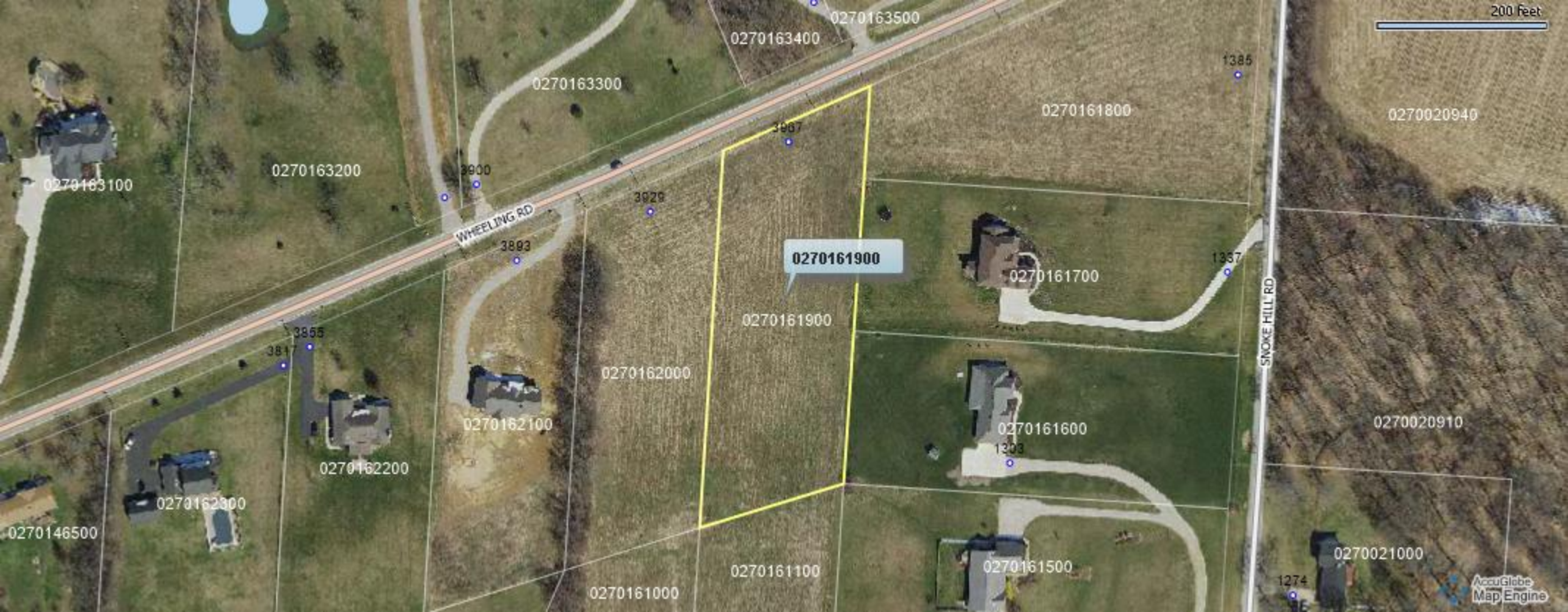
**Rise Realty**  
& Mgmt Co

*Decide to Rise*



**DAF**  
Auction Inc.





200 Feet

0270161900

WHEELING RD

SMOKE HILL RD

AccuGlobe  
Map Engine



**LEGEND**

- IRON PIN SET - 3/4" PIPE  
W/ PLASTIC CAP  
INSCRIBED "RCT 5892"
- 3/4" IRON PIN, FOUND
- 5/8" IRON PIN, FOUND  
(TOBIN McFARLAND CAP)
- 1/2" REBAR, FOUND
- ▲ RAILROAD SPIKE, FOUND
- MAGNAIL, FOUND
- MAGNAIL, SET
- 1/2" IRON PIN, FOUND
- 1' "NO VEHICULAR ACCESS"  
EASEMENT
- PROPOSED RIGHT-OF-WAY
- BUILDING SETBACK
- EASEMENT
- WATERWAY
- ▨ INGRESS/EGRESS EASEMENT

ADAM WESLEY DEVELOPMENT LLC  
OR 1280 PG. 0794

FUTURE SECTION 2

THE J. CURTIS GEORGE &  
BETTY LOU GEORGE FAMILY  
CONTRACT ORGANIZATION  
0.28 ACRES  
VOL. 524, PG. 350

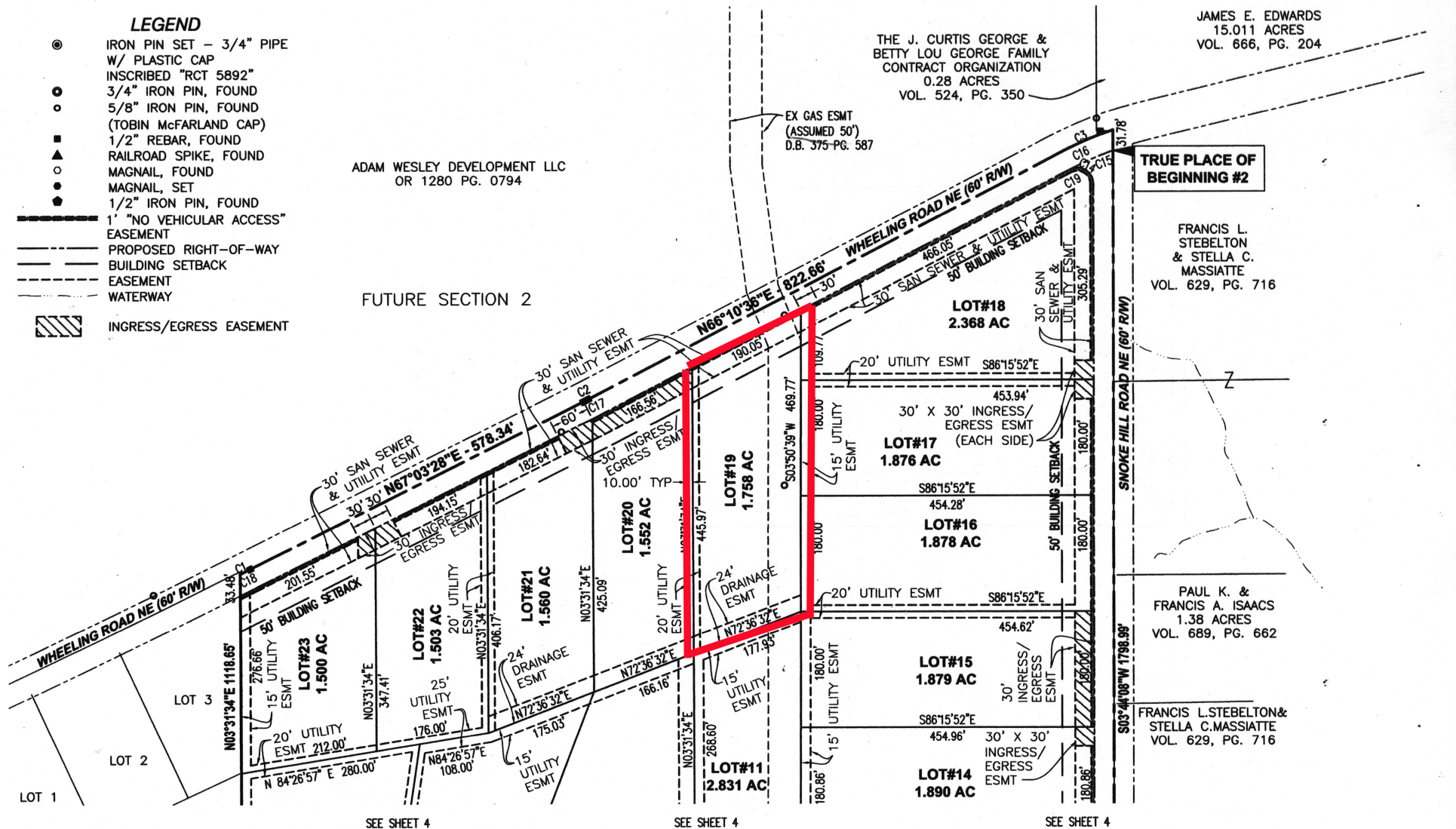
JAMES E. EDWARDS  
15.011 ACRES  
VOL. 666, PG. 204

TRUE PLACE OF  
BEGINNING #2

FRANCIS L. STEBELTON  
& STELLA C. MASSIATTE  
VOL. 629, PG. 716

PAUL K. &  
FRANCIS A. ISAACS  
1.38 ACRES  
VOL. 689, PG. 662

FRANCIS L. STEBELTON &  
STELLA C. MASSIATTE  
VOL. 629, PG. 716



SEE SHEET 4

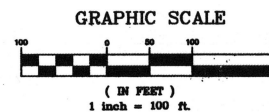
SEE SHEET 4

SEE SHEET 4

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CH. BEARING	CHORD
C1	00°04'16"	14000.00'	17.37'	8.68'	N67°05'36"E	17.37'
C2	00°52'52"	500.00'	7.69'	3.84'	N66°37'02"E	7.69'
C3	08°46'49"	600.00'	91.95'	46.06'	N70°34'00"E	91.86'

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CH. BEARING	CHORD
C14	117°05'08"	25.00'	51.09'	40.86'	N54°48'25"W	42.65'
C15	07°16'41"	570.00'	72.41'	36.25'	N70°17'21"E	72.36'
C16	07°45'06"	570.00'	77.12'	38.62'	S70°03'09"W	77.06'
C17	00°52'52"	530.00'	8.15'	4.08'	S66°37'02"W	8.15'
C18	00°07'55"	14030.00'	32.29'	16.14'	S67°07'25"W	32.29'
C19	00°28'25"	570.00'	4.71'	2.36'	S66°24'48"W	4.71'

**VALLEY VIEW FARMS - SECTION 1**  
**FAIRFIELD COUNTY, OHIO**  
**PLEASANT TOWNSHIP**  
**SECTION 27, TOWNSHIP 15, RANGE 18**



4556 Kenny Road  
Columbus, Ohio 43220

614 - 536 - 8060  
Fax: 614 - 536 - 8061

VALLEY VIEW  
FARMS  
SECTION 1

5

5



**LEGEND**

- IRON PIN SET - 3/4" PIPE  
W/ PLASTIC CAP  
INSCRIBED "RCT 5892"
- 3/4" IRON PIN, FOUND
- 5/8" IRON PIN, FOUND  
(TOBIN McFARLAND CAP)
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- MAGNAIL, FOUND
- MAGNAIL, SET
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- 1' "NO VEHICULAR ACCESS"  
EASEMENT
- PROPOSED RIGHT-OF-WAY
- BUILDING SETBACK
- EASEMENT
- WATERWAY
- ▨ INGRESS/EGRESS EASEMENT

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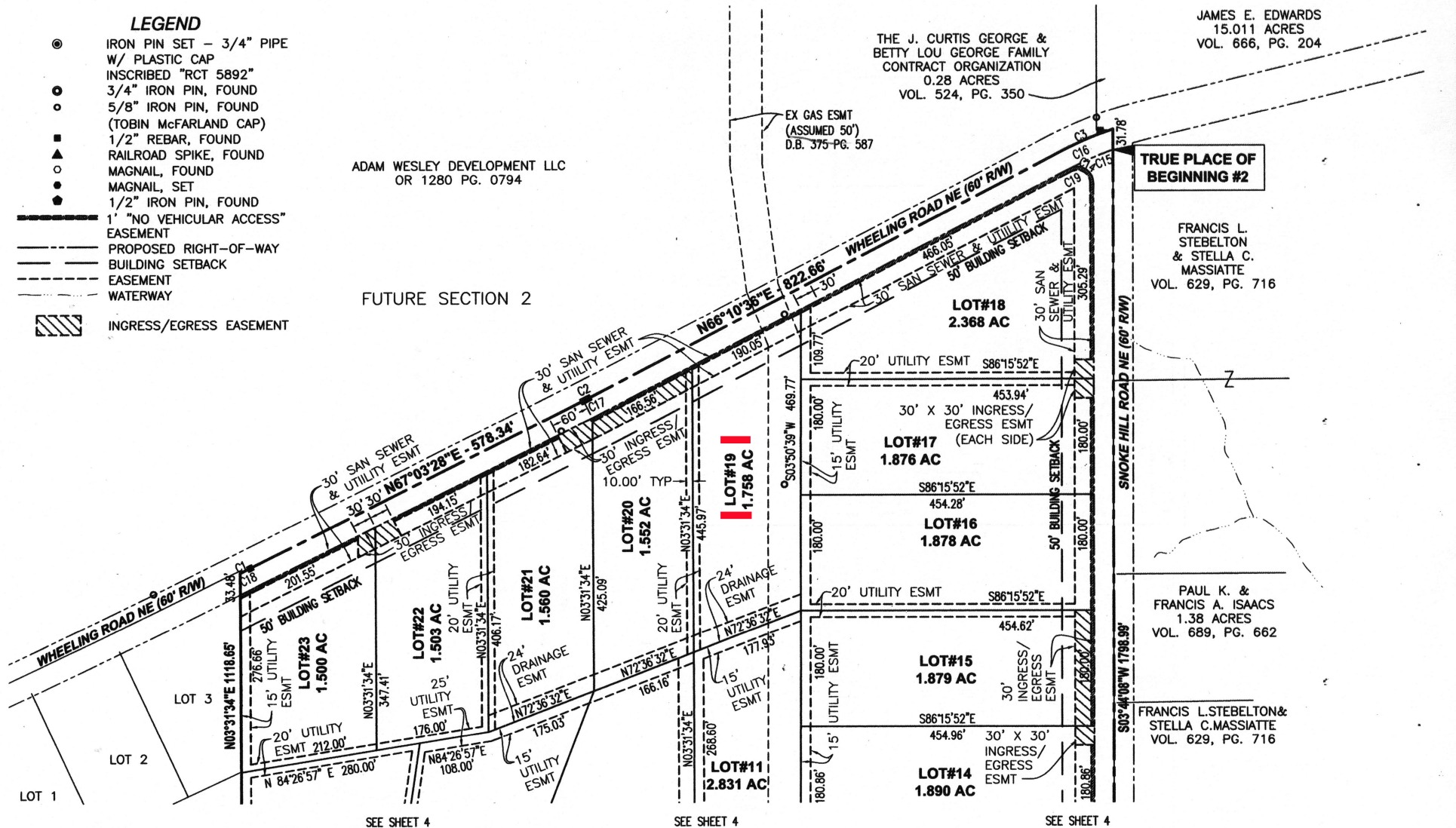
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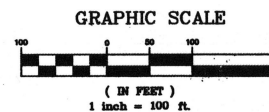
BOUNDARY CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CH. BEARING	CHORD
C1	00°04'16"	14000.00'	17.37'	8.68'	N67°05'36"E	17.37'
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C3	08°46'49"	600.00'	91.95'	46.06'	N70°34'00"E	91.86'

RIGHT-OF-WAY CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CH. BEARING	CHORD
C14	117°05'08"	25.00'	51.09'	40.86'	N54°48'25"W	42.65'
C15	07°16'41"	570.00'	72.41'	36.25'	N70°17'21"E	72.36'
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**VALLEY VIEW FARMS - SECTION 1**  
FAIRFIELD COUNTY, OHIO  
PLEASANT TOWNSHIP  
SECTION 27, TOWNSHIP 15, RANGE 18



4556 Kenny Road  
Columbus, Ohio 43220

614-536-8060  
Fax: 614-536-8061

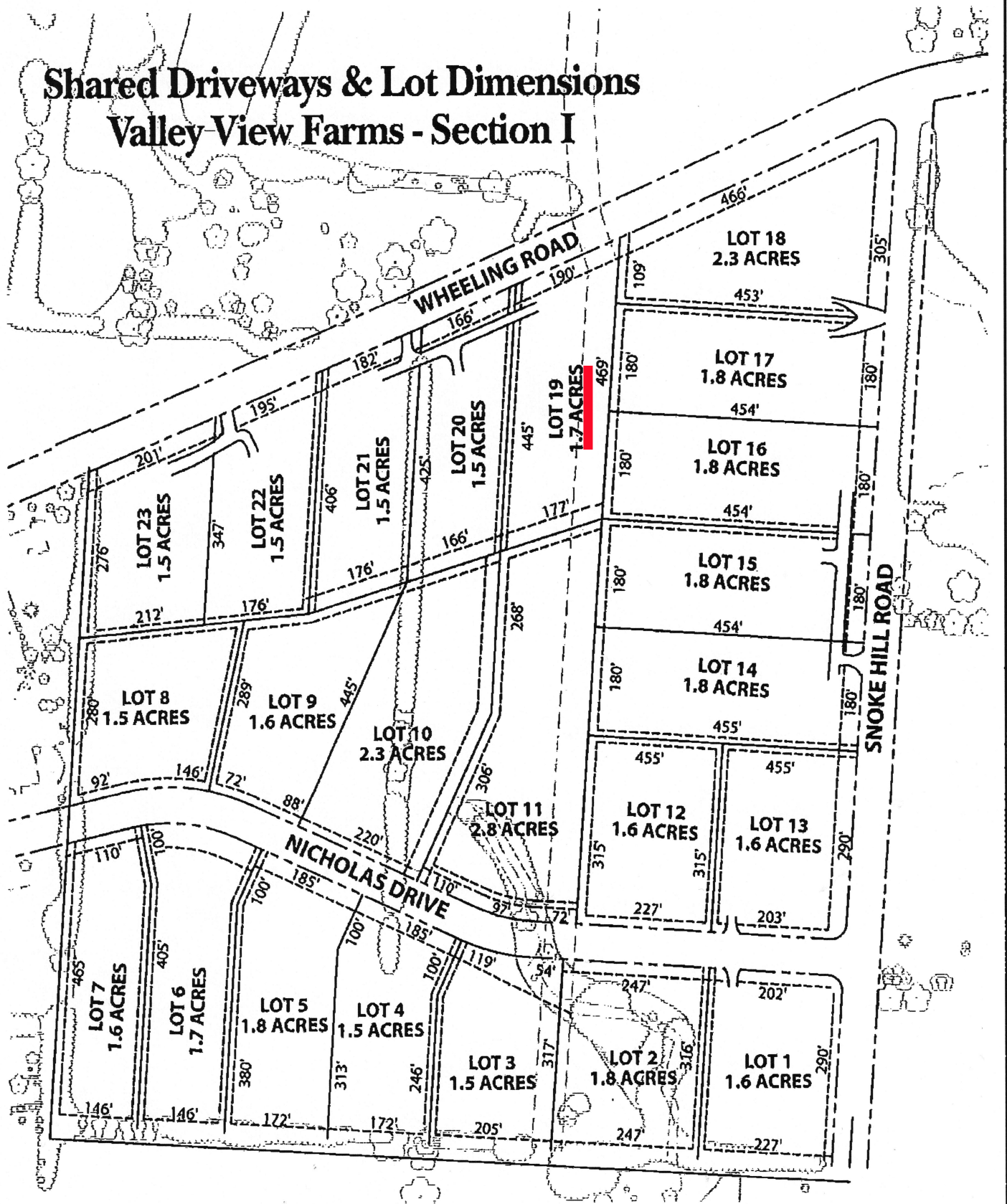
VALLEY VIEW  
FARMS  
SECTION 1

5

5

# Shared Driveways & Lot Dimensions

## Valley-View Farms - Section I





# CONSUMER GUIDE TO AGENCY RELATIONSHIPS



We are pleased you have selected AO Real Estate to help you with your real estate needs. Whether you are selling, buying or leasing real estate, AO Real Estate 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. On these pages is information that explains the various services AO Real Estate can offer and their options for working with you.

## **Representing the 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 "subagency" 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 that represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client, or disclose any personal or 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 confidentiality of all parties.

## **Subagency**

AO Real Estate does not act as a subagent nor allow other brokerages to act as a subagent for a seller.

## Cooperating With Other Brokerages

AO Real Estate will cooperate with other brokerages on an equal and consistent basis. This means AO Real Estate and its agents will make its listings available to other brokerages to show, provide information that is not confidential, and present all offers written by other brokerages in a timely and objective manner. A buyer's broker may be compensated by a seller through AO Real Estate's offer of compensation, unless specifically requested otherwise by the seller, even though the

buyer's brokerage represents the buyer's interests. Alternatively, a buyer's broker may be compensated directly by the buyer pursuant to an agreement between buyer and buyer's broker. AO Real Estate does reserve the right, in some instances, to vary compensation offered through marketing services. AO Real Estate may accept compensation from listing brokers even though AO Real Estate represents the buyer. AO Real Estate will not offer compensation to nor cooperate with subagents.

## A SIGNED COPY OF THIS CONSUMER GUIDE TO AGENCY RELATIONSHIPS MUST BE RETAINED BY THE REALTOR.

*Ohio law requires that AO Real Estate provide you this Consumer Guide and ask you to sign the form to 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

\_\_\_\_\_  
Agent Name

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.

### 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, 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. (Effective: 9/29/11)







# 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: 3967 Wheeling Rd NE, Lancaster, OH 43130

Buyer(s): \_\_\_\_\_

Seller(s): \_\_\_\_\_

## I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

The seller will be represented by Chris Davis, and AO Real Estate  
AGENT(S) 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) Chris Davis and real estate brokerage AO Real Estate 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

\_\_\_\_\_  
BUYER/TENANT DATE

\_\_\_\_\_  
SELLER/LANDLORD DATE

\_\_\_\_\_  
SELLER/LANDLORD DATE

# 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, 20<sup>th</sup> Floor  
Columbus, OH 43215-6133  
(614) 466-4100

☐☐☐☐





*David Flood Auctioneer-Realtor: 614.783.8339/Fax 740.654.5212*

*Email Agreement: daf@dafauction.com*

**REAL ESTATE BROKER/AGENT AUCTION PARTICIPATION AGREEMENT**

**REAL ESTATE BROKER/AGENT INFORMATION:**

**BROKERAGE:** \_\_\_\_\_ **AGENT:** \_\_\_\_\_

**AGENT PHONE:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**BROKER ADDRESS** \_\_\_\_\_

**BROKER PHONE:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**CLIENT INFORMATION:**

**CLIENT NAME:** \_\_\_\_\_

**CLIENT ADDRESS:** \_\_\_\_\_

The above Broker/Realtor hereby wishes to register the above client as a potential Purchaser for the following Auction on property located at: 3967 Wheeling Rd NE, Lancaster, OH 43130:

DATE of ON-LINE AUCTION: October 4, 2020, Begins to End at 7:00 PM (Soft Close Auction)

This registration form must be received and acknowledged by Sara Blair, David Flood and/or Rise Realty & Mgmt Co. 24 hours prior to day of auction. The Broker/Realtor must attend the Auction with the Client (Not Necessary if On-Line Auction). Client also must Register prior to the day of Auction. Property sells "AS-IS", "WHERE IS" and your Client's complete inspection or that of Client's Expert prior to Auction are highly encouraged. If your Client is successful, the Client must sign the Rise Realty & Mgmt Co Auction Contract, submit a deposit per the Terms & Conditions of the Auction and proceed to closing.

A fee of \$500.00 (Five Hundred Dollars) shall be paid to an Ohio Licensed Broker at closing whom has properly submitted a Broker/Realtor Registration form and whose registered Buyer's offer is accepted by the Seller and closes on the property. Broker/Agent is not required to attend the closing. No Oral Registrations will be accepted. Broker/Realtor also agrees not to interfere with the conduct of the auction, canvass, solicit other attendees, or offer advice to other attendees of the auction. David Flood & Rise Realty Mgmt Co retain the sole right (if needed) to have full and complete control of negotiations with Seller in regards to commissions earned and to be received. Commission will be based on that figure.

The licensed Real Estate Broker/Agent above acknowledges that it represents the Buyer, not the Seller, in the referenced Auction and agrees to indemnify and hold harmless the Seller, Sara Blair, David Flood and Rise Realty & Mgmt Co from any claims, costs and expenses, including attorney's fees, arising out of any acts performed or representations made by them in connection with the participation in the Auction or the purchase and sale of the below referenced property purchased at the Auction or otherwise.

The signatures below indicate acceptance of the above terms and conditions.

AGENT SIGNATURE & DATE: \_\_\_\_\_

Accepted by RISE REALTY & MGMT CO: \_\_\_\_\_

**Rise Realty & Mgmt Company**  
**Real Estate Broker**  
355 E. Main St  
Lancaster, OH 43130  
Phone: 740-654-5552  
Fax: 740-654-5212  
Web Site: [www.riserealtyco.com](http://www.riserealtyco.com)

**Sara Blair Realtor**  
**David Flood Auctioneer-Realtor**  
Direct: 614-595-3940  
David: 614-783-8339  
Email: [sara.blair@riserealtyco.com](mailto:sara.blair@riserealtyco.com)  
Fax: 740-654-5212  
Web Site: [www.dafauction.com](http://www.dafauction.com)

## Real Estate Purchase Contract AUCTION

Date **October 5, 2020**

The undersigned Buyer(s) agrees to buy and the undersigned Seller(s) agrees to sell, through the Broker referred to below, upon the terms hereinafter set forth, the following real estate located in the State of Ohio, County of **Fairfield**, tax parcel number(s) **02-70161-900**, and more fully described as:

**PROPERTY ADDRESS:** **3967 Wheeling Rd NE (Lot 19), Lancaster, OH 43130**

**LEGAL:** **Valley View Farms, Sec 1 Lot 19** General Description: **Residential Vacant Land (Lot) - R(500)**

Final Bid Price:	Plus Buyer's Premium	Total Cash Purchase Price of:
_____	_____	_____

**TERMS:** 10% Buyer's Premium of the Final Bid Price is charged to the Buyer, collected at Closing and Paid to Rise Realty & Mgmt Company. Sales Commissions & Fees are paid based upon the Final Bid Price before Buyer's Premium. Buyer's Premium does not create an Agency Relationship with Purchaser and Rise Realty

**EVIDENCE OF TITLE:** For each parcel of real estate to be conveyed the Seller shall furnish the Buyer; good and merchantable title in fee simple, free and clear of all liens and encumbrances excepting (1) unpaid taxes and assessments; (2) those specifically set forth in this contract; (3) restrictions, conditions and easements of record; and (4) zoning ordinances & all legal highways. Seller to pay Title Insurance as needed.

**DEED:** Seller shall convey said premises by General Warranty Deed or Fiduciary Deed as appropriate.

**TAXES AND ASSESSMENTS:** The Seller shall pay the current taxes due and payable Prorated to date of closing, all delinquent taxes, penalties and interest, and all assessments now a lien, both current and reassessed and whether due or to become due. No CAUV tax recoupment paid by Seller.

**FIXTURES & 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 apparatus; stationary tubs; pumps; water softening equipment (unless leased); roof antennae; attached wall-to-wall carpeting and attached floor coverings; curtain rods and window coverings excluding draperies and curtains; attached mirrors; light, bathroom and lavatory 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; attached fireplace equipment; security systems and controls (unless leased); smoke alarms, satellite TV system and components, all exterior plants and trees; and the following:

The following shall be excluded: \_\_\_\_\_

Buyer's Initials \_\_\_\_\_

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Seller's Initials \_\_\_\_\_

**RENTALS, INTEREST, CONDOMINIUM CHARGES, INSURANCE, UTILITIES AND SECURITY DEPOSITS:**

Adjustments shall be made through date of closing for: (a) rentals; (b) interest on any mortgage assumed by Buyer; (c) condominium or other association periodic charges; and (d) transferable insurance policies. Seller shall pay through date of possession, all accrued utility charges. Security deposits shall be transferred to Buyer at closing.

**DAMAGE OR DESTRUCTION OF PROPERTY:** Risk of loss to the real estate and appurtenances shall be borne by Seller until closing provided that if any property covered by this contract shall be substantially damaged or destroyed before this transaction is closed, the Buyer may (a) proceed with the transaction and be entitled to all insurance money, if any, payable to the Seller under all policies covering the property, or (b) rescind the contract, and thereby release all parties from liability hereunder, by giving written notice to the Seller and Broker within ten (10) calendar days after the Buyer has written notice of such damage or destruction. Failure by the Buyer to so notify the Seller and Broker shall constitute an election to proceed with the transaction.

**DEPOSIT:** Upon acceptance of the contract by all parties, Broker shall deposit the amount shown in the Deposit Receipt section of this contract in its trust account. Deposit will be forfeited and paid to Seller if terms of contract are not met by the Buyer by the expiration date. Forfeiture of deposit shall not prejudice the right of the non-defaulting party in any action for damages or specific performance against defaulting party. The deposit is due the day of the auction and is non-refundable unless the Seller cannot convey the deed or the Buyer elects to rescind the contract as a result of substantial damage or destruction to the property. At closing the Deposit will be credited toward the purchase price.

**AUCTIONEER:** Auctioneer, David A. Flood is licensed by the Ohio Department of Agriculture Auctioneer Program, 8995 E. Main Street, Bldg. 1, Reynoldsburg, OH 43068 & bonded by the State of Ohio under the Auction Recovery Fund The Auctioneer is licensed by the OH Department of Commerce as a Real Estate Agent w/Rise Realty & Mgmt Co.

**ACKNOWLEDGMENTS:** The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines, and while Broker possesses considerable general knowledge, Broker is not an expert in matters of law, tax, financing, surveying, structural conditions, hazardous materials, environmental conditions, inspections, engineering, etc. The broker hereby advises the parties, and the parties acknowledge such advisement, to seek professional expert assistance and advice in these and other areas of professional expertise. In the event that Broker provides to the parties names of companies or sources for such advice and assistance, the parties acknowledge and agree that Broker does not warrant, guarantee or endorse the services and/or products of such companies or sources.

**MISCELLANEOUS:** Buyer has examined all property involved and, in making this offer, is relying solely upon such examination with reference to the condition, character and size of land and improvements and fixtures, if any. The Contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Time is of the essence of all provisions of the Contract. All representations, covenants and warranties of the parties, contained in this Contract, shall survive the closing.

**CLOSING AND POSSESSION:** This Contract shall be performed and this transaction closed on or before November / 18 / 2020 unless the parties agree in writing to an extension. Seller is entitled to  
*Month Day Year*

possession through at funding. At the time Seller delivers possession, the property will be in the same condition as the date of acceptance of this contract, except as provided in the Damage or Destruction paragraph; normal wear and tear excepted; and all debris and personal property not included in this Contract shall be removed by Seller.

**REMARKS:** Property is being sold (AS, WHERE IS), in all respects with all faults and with NO expressed or implied warranties. Buyer is purchasing property (AS, WHERE IS), in all respects with NO exceptions. Buyer is aware any house and improvements built prior to 1978 could have Lead Base Paint.

**DURATION OF OFFER:** This offer shall be open for acceptance through 11:00 AM / October /  
*Time Month*  
5 / 2020 .  
*Day Year*

Buyer's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_



**ADDITIONAL TERMS & CONDITIONS: Agreement is NOT Contingent upon Purchaser's ability to obtain financing**

**Successful Bidder will be contacted the morning after the auction closes and arrangements will be made to sign the Purchase Documents and tendering of the Earnest Money**

## NOTICE

**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, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for 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.

**RESIDENTIAL PROPERTY DISCLOSURE FORM:** With respect to the sale of real property that has from one to four dwelling units, most Sellers will be required to provide the Buyer with a completed Property Disclosure Form complying with the requirements of Ohio law. If such disclosure is required, but is not provided, by the time the Buyer enters into this agreement, the Buyer may be entitled to rescind this agreement by delivering a document of rescission to the Seller or the Seller's Broker, provided such document of rescission is delivered prior to all three of the following dates:

- 1) The date of closing;
- 2) 30 days after the Seller accepted the Buyer's offer;
- 3) within three (3) business days following the receipt by Buyer or Buyer's agent of the Property Disclosure Form or amendment of that form.

**OHIO'S SEX OFFENDER REGISTRATION AND NOTIFICATION LAW:** Ohio's Sex Offender Registration and Notification Law require the local sheriff to provide written notice to certain members of the community if a sex offender resides in the area. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law. Therefore, you can obtain information from the sheriff's office regarding the notices they have provided pursuant to Ohio's Sex Offender registration Notification Law.

## GENERAL DISCLOSURE

It is strongly recommended, by Rise Realty & Mgmt Co, that all parties to any real estate transaction be represented by legal counsel. There are aspects of any such transaction which are strictly legal in nature, and only an attorney at law is qualified to discern and to offer advice upon such matters.

It is also strongly recommended that the Buyer, prior to the auction, retain the services of a home inspector, surveyor, structural engineer or other professional to satisfy the Buyer as to any and all aspects of the physical condition of the Property. Prior to bidding and entering into a contract on this property the Buyer shall have completed any and all inspections to satisfy any concerns that the Buyer might have regarding the condition of this property. The Listing Broker, Rise Realty & Mgmt Co, makes no representations or warranties regarding the physical condition of the Property.

This disclosure is made for the purpose of protecting the interest of all clients and customers of the Listing Broker, Rise Realty & Mgmt Co.

Buyer's Initials \_\_\_\_\_

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Seller's Initials \_\_\_\_\_

The undersigned **BUYER** agrees to the terms herein and acknowledges the receipt hereof:

The undersigned **SELLER** agrees to the terms herein and acknowledges the receipt hereof:

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date Signed: \_\_\_\_\_

BUYER'S Attorney: \_\_\_\_\_

Phone: \_\_\_\_\_

SELLING Broker \_\_\_\_\_

Broker # \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Address: \_\_\_\_\_

SELLING Agent \_\_\_\_\_

MLS# \_\_\_\_\_ Home Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_

Home Fax \_\_\_\_\_

SELLING Agent \_\_\_\_\_

MLS# \_\_\_\_\_ Home Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_

Home Fax \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Address: **3967 Wheeling Rd NE (Lot 19)**

**Lancaster, OH 43130**

Phone: \_\_\_\_\_

Date Signed: \_\_\_\_\_

SELLER'S Attorney: \_\_\_\_\_

Phone: \_\_\_\_\_

LISTING Broker **Rise Realty & Mgmt Co**

Broker # \_\_\_\_\_

Phone **740-654-5552** Fax **740-654-5212**

Address: **355 E Main St**

**Lancaster, OH 43130**

LISTING Agent **Sara Blair**

MLS# \_\_\_\_\_ Home Phone **614-595-3940**

Cell Phone \_\_\_\_\_

Home Fax **740-654-5212**

LISTING Agent \_\_\_\_\_

MLS# \_\_\_\_\_ Home Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_

Home Fax \_\_\_\_\_

## DEPOSIT RECEIPT

Broker acknowledges receipt of the sum of **\$1,000.00** by cash / check which shall be held,  
deposited and disbursed pursuant to the Deposit paragraph. **Please make all checks payable to the following:**

**Northwest Title Company**

Received by: \_\_\_\_\_

Date of Receipt: \_\_\_\_\_