

307 Sycamore Street
Crooksville, OH 43731

Auction Ohio
ONLINE
Real Estate Auction

Bidding Starts NOW & ENDS
Thursday, January 3rd, 2019
At 7:00 PM



www.AuctionOhio.com

REAL ESTATE ON SITE AUCTION

DATE & TIME:

**Bidding Ends Thursday
January 3rd, 2019
At 7:00 PM**

LOCATION:

**2817 Parsons Avenue
Columbus, OH 43207**

Property sells ABSOLUTE (or NO MINIMUM BID)

Pursuant to Perry County Probate Court, OH Case No. 20181103, these properties are being sold to settle the Estate of Donna Marie Neff by, Angie Swingle, Administratrix.

GENERAL PROPERTY INFORMATION

In addition to a 1997 Fleetwood Mobile Home (12' x 70' +/-) with covered front porch & handicap ramp, there are a couple buildings as follows: 50' x 70' block building (built 1949) and an enclosed 40' x 50' insulated pole barn (built 2001) with cement floor & 3 overhead doors. All are situated on 2.6 acres (+/-) .

PERRY COUNTY

Crooksville – Harrison Township

School District: Crooksville EVSD

Auditor's Parcel Numbers/Valuation:

110008800000.....Valuation \$47,000 (2017 Taxes: 807.78/yr)

110012250000.....Valuation \$340.00 (n/a)

110012260000.....Valuation \$340.00 (n/a)

110012260100.....Valuation \$96,700 (2017 Taxes: 1,661.18/yr)

2018 Real Estate Taxes: (not yet determined)



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AUCTION TERMS & CONDITIONS

- The real estate sells 'AS IS.'
- The properties sell ABSOLUTE (or NO minimum).
- Properties are being sold to settle the Estate of Donna M. Neff; pursuant to Probate Court of Perry County, Ohio Case No. 20181103 by Angie Swingle, Administratrix.
- Within (48) hours of auction closing (ending), the successful bidder is to execute the real estate purchase contract purchase documents and tender the required \$3,000 earnest money deposit, payable by personal or company check (Payable to: AO Real Estate Trust Acct.) and proceed to close within (30) days of the auction or within (15) days of the Probate Court's approval. NOTE: The successful bidder will be contacted the morning after the auction ends and arrangements made to obtain confirming signatures & receipt the earnest money deposit.
- The Seller will furnish and pay for owner's title insurance, preparation of deed/s, conveyance fee and proration of real estate taxes.
- A 10.0% Buyer's Premium is charged to the Buyer and collected at closing.



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Being marketed and auctioned by:

Chris Davis, Auctioneer/Realtor®

Auction Ohio & AO Real Estate, Realtors®

6555 Busch Blvd., Suite 250

Columbus, OH 43229

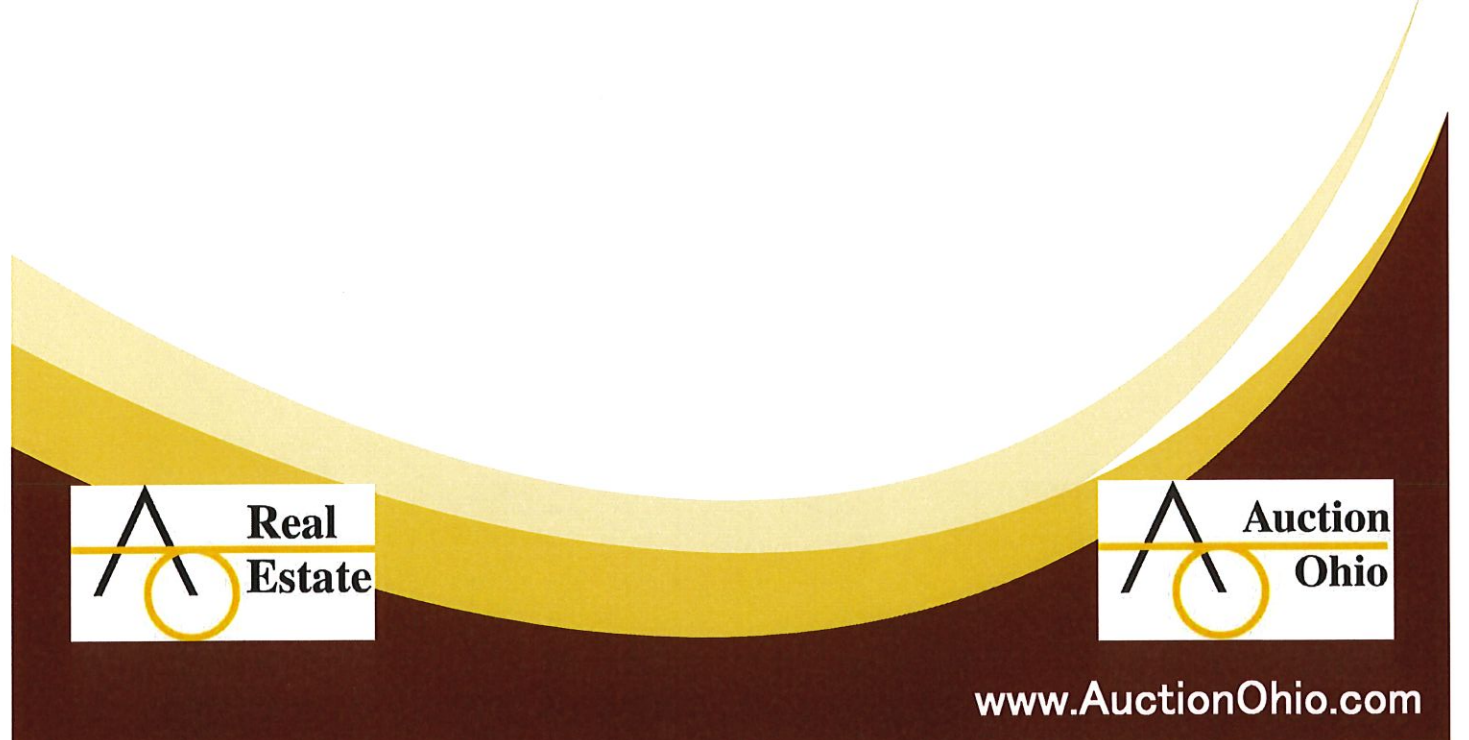
(614) 846-3302 Office

(614) 570-2500 Cell

chris@auctionohio.com



www.AuctionOhio.com



Preliminary Bid Packet for Buying Real Estate at Public Auction

The Bidder's Packet includes the documents that a successful bidder, at auction, will be executing and are listed below for your review (those marked with 'X'):

APPLICABLE DOCUMENTS ARE AS FOLLOWS:



Consumer Guide To Agency Relationships (and a receipt acknowledging that Buyer has received a copy)...



Agency Disclosure Statement...



A 'specimen' real estate purchase contract



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

Chris Davis

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)

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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: 307 Sycamore Street, Crooksville OH 43731,

Buyer(s): _____

Seller(s): Estate of Donna M. Neff , Angie Swingle, Administratrix

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, Realtors
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

☐ Agent(s) _____ work(s) for the buyer and Agent(s) Chris Davis 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, Realtors 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 01/03/2019

SELLER/LANDLORD _____ DATE
Estate of Donna M. Neff

BUYER/TENANT _____ DATE

SELLER/LANDLORD _____ DATE
Angie Swingle, Administratrix

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



The Columbus REALTORS® purchase contract shall be printed in 11 point Arial font, and all deviations in the standard form must be printed in 12 point or larger **courier font in bold**. Use of **courier font in bold** denotes deviation from the standard Columbus REALTORS® purchase contract. All deletions from the standard form are to be noted by "strike out".

REAL ESTATE PURCHASE CONTRACT
Industrial – Investment – Commercial – Multi-Family



It is recommended that all parties be represented by a REALTOR® and an Attorney.

DATE January 3, 2019

1. PROPERTY DESCRIPTION: Buyer offers to purchase from Seller through Broker(s), the following described real property including, without limitation, all improvements, fixtures, appurtenant rights, privileges, and easements ("Property") located in the County of Perry, and the State of Ohio known as: 307 Sycamore Street Crooksville OH 43731
Being 2 commercial buildings, a mobile home on 2.6 acres (+/-)

2. PRICE AND TERMS:

The purchase price is: \$ _____

Payable as follows: cash at closing

3. ADDITIONAL TERMS:

Includes (4) parcels as follows: 110008800000, 110012250000, 110012260000 and 110012260100

4. CONTINGENCIES:

(a) Environmental Inspection: (This paragraph 4(a) not applicable if number of days not inserted.) Within _____ days after the acceptance hereof, Seller agrees to permit Buyer, Buyers' lender and the qualified, professional environmental consultant of either of them to enter the Property to conduct, at the expense of Buyer, an environmental site assessment. Buyer agrees to indemnify the Seller from and against any physical damage to the Property arising out of any inspection performed on Buyer's behalf.

If such assessment is obtained and the consultant recommends further inspection to determine the extent of suspected contamination or recommends remedial action, Buyer, at Buyer's option, may notify Seller in writing, within the above-specified period, that the contract is terminated, but Buyer's obligations under this paragraph 4a shall survive. The parties agree that the Buyer's earnest money deposit shall be disbursed pursuant to paragraph 11.

(b) Property Inspection: (This paragraph 4(b) not applicable if number of days not inserted.) Buyer, at Buyer's expense, shall have n/a days after the acceptance hereof to have the Property and all improvements, fixtures, and equipment inspected. Seller shall cooperate in making the Property reasonably available for such inspection(s). Buyer agrees to indemnify the Seller from and against any physical damage to the Property arising out of any inspection performed on Buyer's behalf.

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If Buyer is not satisfied with the condition of the Property as disclosed by such inspection(s), Buyer may terminate this contract by delivering written notice of such termination to Seller within the above specified period that the contract is null and void. The parties agree that the Buyer's earnest money deposit shall be disbursed pursuant to paragraph 11.

Buyer is aware that any reference to the square footage of the premises, both the real Property (land) and improvements thereon, is approximate. If square footage is a material matter to the Buyer, it must be verified during the inspection period.

(c) Other Contingencies: _____
See Additional Terms and Conditions (Continuation Page 1 of 1)

(d) If Buyer does not give written notice to Seller within the time frames set forth above that the contingencies have been satisfied or that Buyer wishes to terminate this transaction, then the above contingencies are deemed to have been waived.

(e) Within this inspection period, Seller to provide for Buyer's review, any active and current service contracts related to this Property.

(f) Buyer shall be responsible for the repair of any damages caused by the Buyer's inspections and tests; repairs shall be completed in a timely and workmanlike manner at Buyer's expense.

5. RENTS, INTEREST, CONDOMINIUM CHARGES, INSURANCE, UTILITIES AND SECURITY DEPOSITS: Adjustments shall be made through date of closing for: (a) rents; (b) interest on any mortgage assumed by Buyer; (c) condominium or other association periodic charges; (d) transferable insurance policies, if Buyer so elects; and (e) any community development charge applicable to the premises that was created by a covenant in an instrument recorded at (insert county) Perry, Vol. _____ /Page No. _____ or Instrument No. _____. **[Note: if the preceding blanks are not filled in and a community development charge affects the Property, this contract may not be enforceable pursuant to R.C. 349.07.]** Security deposits, if any, shall be transferred to Buyer. Seller shall pay, through date of possession, all accrued utility charges and any other charges that are or become a lien.

6. FIXTURES AND EQUIPMENT: The consideration shall include fixtures owned by Seller including, but not limited to: heating, ventilating, air conditioning (HVAC) and humidifying equipment and their control apparatus, window coverings and awnings, internal wire for communication system, telecommunication wiring and cables, whether now in or on the Property or in storage, security systems and controls, smoke alarms and the following:

6.1 The following leased items shall be excluded:

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7. **DAMAGE OR DESTRUCTION OF PROPERTY:** Risk of loss to the Property and appurtenances shall be borne by Seller until closing. If any part of the Property covered by this contract is substantially damaged or destroyed before this transaction is closed, Seller shall give a written notice to Buyer and/or Buyer's Broker that the damage or destruction has occurred. Such notice must include all pertinent information regarding insurance policies and claims covering the Property that has been damaged or destroyed. The written notice shall be delivered within forty-eight (48) hours from discovery of the event causing the damage or destruction. Buyer may (a) proceed with the transaction and be entitled to all insurance proceeds, if any, payable to Seller under all policies covering the Property, or (b) rescind the contract, by giving written notice to Seller and/or Seller's Broker within ten (10) calendar days after Broker has received written notice of such damage or destruction. If Buyer elects to rescind, then all parties are released from liability and the earnest money deposit shall be disbursed to Buyer pursuant to paragraph 11. Failure by Buyer to so notify Seller or Broker shall constitute an election to proceed with the transaction.

8. **CONDITION OF IMPROVEMENTS:** Seller agrees that upon delivery of deed, the improvements constituting part of the Property shall be in the same condition as that on the day of this offer, reasonable wear and tear excepted and damage accepted by Buyer under Paragraph 7.

9. **EVIDENCE OF TITLE:** Seller shall furnish and pay for an owner's title insurance commitment and ALTA policy in the amount of the purchase price. Within 15 days after acceptance, Seller shall cause to be delivered, to Buyer or Buyer's Broker, a copy of the Commitment. At closing, title evidence shall be certified to within thirty (30) days prior to closing with endorsement not before 8:00 a.m. on the business day prior to the date of closing, all in accordance with the standards of the Columbus Bar Association. The title evidence shall show in Seller marketable title in fee simple free and clear of all liens and encumbrances except: (a) those created by or assumed by Buyer; (b) those specifically set forth in this contract; (c) zoning ordinances; (d) legal highways; (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use, (or Buyer's intended use which is not applicable); and (f) all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record. Buyer shall pay any additional costs incurred in connection with mortgage title insurance issued for the protection of Buyer's lender. If Buyer desires a survey, Buyer shall pay for it. If title to all or part of 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 in this contract, Seller shall, within thirty (30) days after a written notice thereof, remedy or remove any such lien, etc. or obtain title insurance without exception therefore. In the event Seller is unable to remedy or insure against the defect within the thirty (30) day period, Buyer may declare this contract null and void. At closing, Seller shall sign an affidavit with respect to off-record title matters in accordance with the community custom.

Seller shall provide the base policy coverage for the applicable ALTA policy. Buyer is responsible for the cost of any coverage that requires additional premium for endorsements or the deletion of any standard exceptions.

10. **TAXES AND ASSESSMENTS:** At closing, Seller shall pay or credit on purchase price all delinquent taxes, including penalty and interest, all assessments that are a lien on the date of contract and all agricultural use tax recoupments for years prior to the year of closing. At closing, Seller shall also pay or credit on purchase price all other unpaid real estate taxes that are a lien for years prior to closing and a portion of such taxes and agricultural use tax recoupments for year of closing, prorated through date of closing and based on a 365-day year and, if undetermined, on most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified. Seller has received no written notification from public authority or owners association of future improvements that would result in costs being assessed against the real estate. Real estate taxes and assessments are subject to retroactive change by government authority. The real estate taxes for the Property for the current tax year may change as a result of the transfer or as a result of a change in the tax rate.

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11. EARNEST MONEY DEPOSIT:

Within -0- days of the contract being fully executed, Buyer shall deposit with AO Real Estate Trust Acct. (the "Holder") earnest money of \$ 3,000.00.
If deposited with Broker, the earnest money deposit shall be held in Broker's trust account.

11.1 Holder shall maintain the earnest money until one of the following occurs:

- (a) The transaction closes, at which time Holder shall disburse the earnest money to the closing agent or pursuant to the terms of the purchase contract;
- (b) The parties direct the Holder, pursuant to written instructions signed by both parties, how the earnest money is to be disbursed;
- (c) The Holder is directed by court order how the earnest money is to be disbursed; or
- (d) The earnest money becomes unclaimed funds, as defined in R.C. 169.02(M)(2). After providing notice as required by R.C. 169.03(D), Holder shall report the earnest money to the director of commerce, pursuant to R.C. 169.03, and remit the earnest money to the director.

11.2 If Holder holds the earnest money for two years, and the parties have failed to provide Holder with written instructions, signed by both parties, or a court order that directs Holder how to disburse the earnest money deposit, then Holder shall as soon as possible return the earnest money to Buyer without notice to Seller. If Holder cannot locate Buyer, Holder shall report the earnest money to the director of commerce, pursuant to R.C. 169.03, and remit the earnest money to the director.

11.3 The return of the earnest money deposit shall in no way prejudice the rights of Seller, Buyer or Broker in any action for damages or specific performance.

12. CLOSING AND POSSESSION: This contract shall be performed and this transaction closed on or before February 4, 2019 or within n/a days after all contingencies are removed if sooner unless the parties agree in writing to an extension. Buyer is entitled to possession at closing, subject to tenant's rights, if any, unless otherwise specified. 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 of Property paragraph #7, normal wear and tear excepted; and personal property not included in this contract and all debris shall be removed by Seller. At closing, Seller shall pay transfer taxes and deed preparation and shall convey to Buyer marketable title (as described in paragraph #9) to the real estate by deed in fee simple by transferable and recordable limited warranty deed (or appropriate fiduciary deed if Seller is a fiduciary) in fee simple, with release of dower, if any.

13. DISCLOSURES: This contract constitutes the entire agreement and no oral or implied agreement exists. Any amendments to this contract shall be in writing, signed by Buyer(s) and Seller(s) and copies provided to them. This contract shall be binding upon the parties, their heirs, administrators, executors, successors and assigns. If this contract involves Seller financing, it may not be assigned. Time is of the essence of all provisions of this contract. All provisions of this contract shall survive the closing.

13.1 Seller has not transferred, conveyed, or reserved any coal, oil, gas, or other mineral rights or interests in the Property, except for the following (none if nothing inserted): _____

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13.2 The Buyer, during the period of this contract, will be given the opportunity to examine the Property and upon closing shall rely solely upon the Buyer's inspections and/or tests with reference to the condition, character, and size of the Property.

14. 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.

15. 1031 EXCHANGE: If requested by either party, both parties will cooperate in effecting the transaction contemplated by this Agreement as a like kind exchange through a qualified intermediary in accordance with 1031 of the Internal Revenue Code. The party requesting the 1031 Exchange shall be solely responsible for the qualification of the transaction as a 1031 Exchange at no expense or delay to the other party.

16. PROVISIONS REGARDING THE BROKERS:

(a) Buyer is relying solely upon Buyer's own examination of the Property and inspections herein required, if any, concerning physical condition, character, size and suitability for Buyer's intended use. Buyer is not relying upon any representations by Broker(s).

(b) The parties acknowledge that Broker(s) have made no independent investigation to determine whether hazardous materials exist in, on or about the Property. Buyer and Seller understand that any such determination requires the expertise of a specialist in hazardous materials, the retaining of which is the responsibility of Buyer and/or Seller and not that of the Broker.

(c) The parties acknowledge that the purchase of any real estate encompasses many professional disciplines. While brokers possess considerable general knowledge, brokers are not experts on matters of law, tax, financing, surveying, structural conditions, hazardous materials, environmental conditions, inspections, engineering, etc. For these reasons, the parties are encouraged to seek professional advice. If the brokers provide the parties with referrals for such advice, the parties acknowledge that the brokers do not warrant the services and/or products of those referrals.

(d) Seller agrees to defend and indemnify Broker(s), and their agents and employees for any cost or liability that may be incurred on Broker(s) for any breach of warranty or for any misrepresentation or concealment of fact by Seller in connection with the Property.

(e) The parties acknowledge that there are no other Broker(s) involved in this transaction except as follows:
Buyer _____

Seller AO Real Estate, Realtors

(f) Buyer's broker shall receive a commission of 3.000 % of the purchase price ~~flat fee of~~
~~\$ _____, to be paid by Seller~~ at closing.

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(g) Seller's broker shall receive a commission per the listing agreement, at _____.

17. NON-FOREIGN SELLER: Seller represents that at the time of acceptance of this contract and at the time of closing, Seller is not a "foreign person" as such term is defined in the Foreign Investments in Real Property Tax Act of 1980 (26 USC Section 1445(f) et seq., commonly known as "FIRPTA"). If either the sale price of the property exceeds \$300,000.00, or the Buyer does not intend to use the premises as a primary residence, then, at closing, and as a condition thereto, Seller shall furnish to Buyer an affidavit, required under FIRPTA signed under penalty of perjury, containing Seller's United States Social Security and/or taxpayer identification numbers and a declaration to the effect that Seller is not a foreign person within the meaning of FIRPTA. Buyer and its agents agree to keep Seller's social security number or other taxpayer identification number confidential.

18. HOLIDAYS AND WEEKENDS: Should any date of a period of time or deadline set forth in the contract expire upon a weekend or government observed holiday, that date shall automatically be extended to the next business day, unless otherwise noted in the contract.

19. MISCELLANEOUS: _____

See Additional Terms and Conditions (continuation Page 1 of 1).

20. SIGNATURES: Only manual or electronic signatures on contract documents, transmitted in original or facsimile (which includes photocopies, faxes, PDF, and scanned documents sent by any method) shall be valid for purposes of this contract and any amendments or any notices to be delivered in connection with this contract. Only original, manual signed documents shall be valid for deeds or other documents to be delivered at closing. For the purposes of this provision, "contract documents" do not include voice mail or email messages.

REV 04/18

307 Sycamore Street
PROPERTY ADDRESS: Crooksville OH 43731,

Page 7 of 7

21. DURATION OF OFFER AND ACCEPTANCE: This offer shall be open for acceptance through
January, Month 5th Day 2019 Year 5:00 Columbus, Ohio Time.

Buyer makes this offer on this
3rd day of January, 2019.

Seller accepts this offer on this
5th day of January, 2019.

(Buyer)

(Seller)

By: _____

By: Estate of Donna M. Neff

By: _____

By: Angie Swingle, Administratrix

Phone _____

Phone _____

Fax _____

Fax _____

Email _____

Email _____

Name of Buyer's Attorney _____

Name of Seller's Attorney _____

Deed to: _____

ALL PARTIES TO THIS CONTRACT MUST BE PROVIDED WITH A COPY.

REV 04/18

**ADDITIONAL TERMS
AND CONDITIONS**

ADOPTED BY
**COLUMBUS
REALTORS**

It is recommended that all parties be represented by an attorney.

Page 1 of 1

Premises Address: 307 Sycamore Street
Crooksville OH 43731,

Date: January 3, 2019

The following is a continuation of the terms and conditions of paragraph 1.1 of an offer to purchase the above premises:

A) The real estate sells 'AS IS.'

B) Properties sell ABSOLUTE (NO minimum bid)

C) Property being sold to settle the Estate of Donna M. Neff; pursuant to Probate Court of Perry County, Ohio Case 20181103 by Angie Swingle, Administratrix.

D) Mineral rights not included (do not convey) and there is free natural gas to one residence on property.

E) The morning following the auction ends, the successful bidder will be contacted and arrangements made for obtaining confirming signatures and receiving the \$3,000.00 earnest money deposit (payable by cash, personal or company check (and payable to: AO Real Estate Trust Acct.) and proceed to close within (30) days of the auction or within (15) days of Probate Court approval.

F) Seller will provide and pay for owner's title insurance, preparation of deed, conveyance fees and the proration of real estate taxes.

G) A 10.0% Buyer's Premium charged to the Buyer and collected at closing.

Buyer

Seller Estate of Donna M. Neff

Buyer

Seller Angie Swingle, Administratrix

January 3, 2019
Date

Date

REV 09/16