

# AUCTION

**45.64**

(Live Onsite Auction)

Located: 2 Mi. West of Republic on SR 18 to  
CR 43 then North to Farm.

**ACRES +/-**

**March 21, 2016 @ 5:30 P.M.**

Scipio Twp., Sec. 17, Seneca County

41.37 Acres Tillable Cropland

Inspection: Sun. March 13<sup>th</sup> (2-3PM)

Owner: Mr. Robert C. Clouse

**1 Tract**

Terms: \$10,000 Down Auction  
Day (nonrefundable). Closing  
by April 21, 2016. Taxes/Farm  
Programs: Prorated.  
Possession: At closing.

OhioRealEstateAuctions  
LLC

Online Bidding Available

Auctioneer: Paul Wagner  
Sales Agents: Kristy Gottfried & Paul Vent

419-294-4366

[wmsohio.com](http://wmsohio.com)



**WMS**  
Auction & Marketing Services



**LAYOUT FOR  
ROBERT CLOUSE**

LOCATED IN PART OF THE  
SOUTHWEST QUARTER OF SECTION  
17, T-2-N, R-16-E, SCIPIO  
TOWNSHIP, SENECA COU, Y,  
OHIO

NOTE:  
THE ABOVE ACREAGE AND DIMENSIONS ARE  
FROM CURRENT LEGAL DESCRIPTION RECORDED  
AT SENECA COUNTY RECORDERS OFFICE.  
DIMENSIONS ARE ROUNDED TO NEAREST FOOT.

02-29-16

**K O E H L E R S U R V E Y I N G , I N C .**

P. O. BOX 28 UPPER SANDUSKY, OHIO 43351 (419) 294 - 5388

**AUCTION**  
**45.64 +/- Acres**  
**Location: CR 43 & SR 18**  
**Scipio Twp., Section 17, Seneca County**

**ACRES:** 45.64 +/-

**TILLABLE ACRES:** 41.37 +/-

**CRP:**

**.71 Acres**

Annual Payment: \$116.00

Contract End Date: September 30, 2017

**2.09 Acres**

Annual Payment: \$336

Contract End Date: September 30, 2017

CRP payment is to be prorated. Buyer(s) assumes responsibility of the maintenance of the CRP acres, the obligations of the CRP contract, and agree to enter into new CRP contract within 30 days after the closing. Buyer(s) assumes responsibility of the costs and penalties if Buyer(s) chooses to terminate the existing contract.

**TERMS:** Terms: \$10,000 Down Auction Day (non-refundable). Balance of purchase due at closing on or before April 21, 2016. Sale is not contingent upon financing. Have your financing pre-arranged.

Taxes/Farm Programs: Prorated to day of closing. Possession: At closing.

Property being sold in as-is condition with no warranties of any kind. Farm selling subject to all legal highways, easements, restrictions, agreements and right-of-ways of record and any lease, grant, exception, or reservation of coal, oil, gas and other mineral rights and interests previously transferred or reserved of record, if any. If farm is under CAUV and buyer changes usage, any recoupment will be at the buyer's expense. All announcements made auction day take precedence over all printed materials.

**Title search will be available Auction Day.**

**DISCLAIMER:** All information contained in this brochure and any related materials are believed to be accurate but is subject to verification by all parties relying on it. Auction company accepts no liability for its accuracy, errors or omissions.



# 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: CR 43 718th Ohio L. 4100657160000

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

Seller(s): Robert Clouse

### 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 \_\_\_\_\_, and \_\_\_\_\_  
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) Paul Wagner and real estate brokerage Ohio Real Estate Advisors 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 _____	<u>X</u> <u>Robert Clouse</u>	DATE <u>2-22-16</u>
		<small>SELLER/LANDLORD</small>	
BUYER/TENANT _____	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



## CONSUMER GUIDE TO AGENCY RELATIONSHIPS



### Ohio Real Estate Auctions LLC

We are pleased you have selected **Ohio Real Estate Auctions LLC** to help you with your real estate needs. Whether you are selling, buying or leasing real estate, **Ohio Real Estate Auctions LLC** 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 website [www.com.state.oh.us](http://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 "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 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 Ohio Real Estate Auctions LLC**

**Ohio Real Estate Auctions LLC** 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 **Ohio Real Estate Auctions LLC** 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. **Ohio Real Estate Auctions LLC** 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 **Ohio Real Estate Auctions LLC** 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 **Ohio Real Estate Auctions LLC** has listed. In that instance **Ohio Real Estate Auctions LLC** 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 **Ohio Real Estate Auctions LLC** lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. **Ohio Real Estate Auctions LLC** 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 **Ohio Real Estate Auctions LLC** 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 **Ohio Real Estate Auctions LLC** will be representing your interests. When acting as a buyer's agent, **Ohio Real Estate Auctions LLC** 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, 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, 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.

Robert. Clouse  
Name (Please Print)

\_\_\_\_\_  
Name (Please Print)

Robert Clouse 2-22-16  
Signature Date

\_\_\_\_\_  
Signature Date



# Seneca County, Ohio - Property Record Card

## Parcel: L41000657160000 Card: 0

Owner CLOUSE ROBERT C  
 Address 0 E SR 18  
 Land Use (110) A - AGRICULTURAL VACANT LAND  
 Class AGRICULTURAL  
 Legal Description PT SW1/4  
 Range Township Section 16-2-17

### MAP



### LAND

Code	Frontage	Depth	Acreage	SqFt	Value
2	0	0	45.089	N/A	\$175,850.00
9	0	0	0.558	N/A	\$0.00

### VALUATION

	Appraised	Assessed
Land Value	\$175,850.00	\$61,550.00
Building Value	\$0.00	\$0.00
Total Value	\$175,850.00	\$61,550.00
CAUV Value	\$133,690.00	
Taxable Value	\$46,790.00	

### PERMITS

### SALES

Date	Buyer	Seller	Price	Validity
8/11/2011	CLOUSE ROBERT C	CLOUSE DANIEL F	\$150,000.00	0 VALID SALE
10/6/2008	CLOUSE DANIEL F	CLOUSE ROBERT C	\$132,000.00	3 CHANGED AFTER



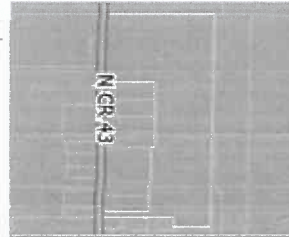
# Data For Parcel L41000657160000

## Base Data

**Parcel:** L41000657160000

**Owner:** CLOUSE ROBERT C

**Address:** 0 E SR 18



[+] Map this property.

## Mailing Address

**Mailing Name:** CLOUSE ROBERT C

**Address:** 3670 E SR 18

**City State Zip:** TIFFIN OH 44883

## Geographic

**City:** UNINCORPORATED

**Township:** SCIPIO TOWNSHIP

**School District:** SENECA EAST LSD

## Legal

<b>Neighborhood:</b>	00001007	<b>Legal Acres:</b>	45.647
<b>Legal Description:</b>	PT SW1/4	<b>Land Use:</b>	(110) A - AGRICULTURAL VACANT LAND
		<b>Property Class:</b>	AGRICULTURAL
<b>Map Number:</b>	L017-00-006-00	<b>Range Township Section:</b>	16-2-17

## Valuation

	Appraised	Assessed (35%)
<b>Land Value:</b>	\$175,850.00	\$61,550.00
<b>Building Value:</b>	\$0.00	\$0.00
<b>Total Value:</b>	\$175,850.00	\$61,550.00
<b>CAUV Value:</b>	\$133,690.00	
<b>Taxable Value:</b>	\$46,790.00	

## Tax Credits

<b>2.5% Homesite Rollback:</b>	NO
<b>Homestead Reduction:</b>	NO

## Notes

**Notes:**

GIS parcel shapefile last updated 12/8/2015 3:00:54 PM.

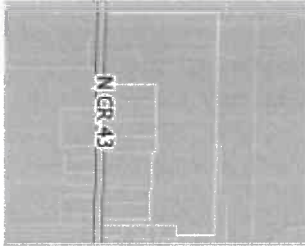
CAMA database last updated 3/1/2016 10:17:53 PM.

# Data For Parcel L41000657160000

**Land Data**

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<b>Parcel:</b>	L41000657160000
<b>Owner:</b>	CLOUSE ROBERT C
<b>Address:</b>	0 E SR 18



[+] Map this property.

**Land**

Description	Effective Lot Size	Act. Frontage	Acres	Sq. Foot	Value
TILLABLE	N/A	0	45.089	N/A	\$175,850
RIGHT OF WAY	N/A	0	0.558	N/A	\$0

**Land Totals**

<b>Effective Total Acres:</b>	45.647
<b>Effective Total Square Footage:</b>	0
<b>Total Value:</b>	\$175,850

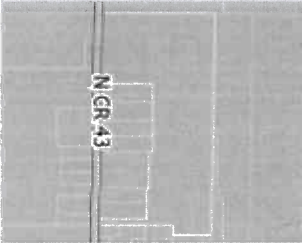
*GIS parcel shapefile last updated 12/8/2015 3:00:54 PM.*

*CAMA database last updated 3/1/2016 10:17:53 PM.*

## Data For Parcel L41000657160000

### Agricultural Data

<b>Parcel:</b>	L41000657160000
<b>Owner:</b>	CLOUSE ROBERT C
<b>Address:</b>	0 E SR 18



[+] Map this property.

#### Agricultural

Soil Type	Soil Use Code	Acres	Agricultural Use Value
BOB	CROP	31.798	\$86,490.00
LE	CROP	7.565	\$30,340.00
PA	CROP	2.739	\$7,810.00
BOA	CROP	2.987	\$9,050.00
BOB	ROW	0.558	\$0.00

#### Agricultural Totals

<b>Total Acres:</b>	45.647
<b>Total Agricultural Use Value:</b>	\$133,690.00

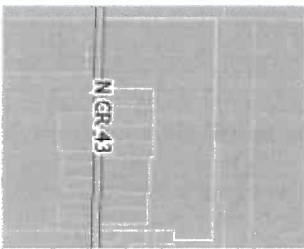
*GIS parcel shapefile last updated 12/8/2015 3:00:54 PM.  
 CAMA database last updated 3/1/2016 10:17:53 PM.*

## Data For Parcel L41000657160000

**Valuation Data**

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<b>Parcel:</b>	L41000657160000
<b>Owner:</b>	CLOUSE ROBERT C
<b>Address:</b>	0 E SR 18



[+] Map this property.

Valuation (Tax Year 2014 Payable 2015)

	Appraised	Assessed
<b>Land Value:</b>	\$175,850.00	\$61,550.00
<b>Building Value:</b>	\$0.00	\$0.00
<b>Total Value:</b>	\$175,850.00	\$61,550.00
<b>CAUV Value:</b>	\$133,690.00	
<b>Taxable Value:</b>	\$46,790.00	

*GIS parcel shapefile last updated 12/8/2015 3:00:54 PM.*

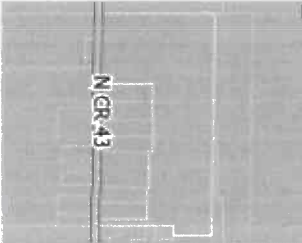
*CAMA database last updated 3/1/2016 10:17:53 PM.*

## Data For Parcel L41000657160000

**Sales Data**

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<b>Parcel:</b>	L41000657160000
<b>Owner:</b>	CLOUSE ROBERT C
<b>Address:</b>	0 E SR 18



[+] Map this property.

**Sales**

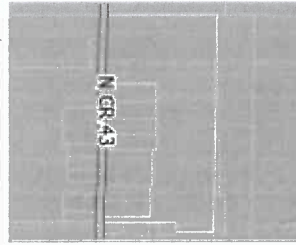
Sale Date	Sale Price	Seller	Buyer	Current Deed	Sale Validity
8/11/2011	\$150,000.00	CLOUSE DANIEL F	CLOUSE ROBERT C	325/2112	0 VALID SALE
10/6/2008	\$132,000.00	CLOUSE ROBERT C	CLOUSE DANIEL F	295/1084	3 CHANGED AFTER SALE

*GIS parcel shapefile last updated 12/8/2015 3:00:54 PM.  
 CAMA database last updated 3/1/2016 10:17:53 PM.*

# Data For Parcel L41000657160000

## Tax Data

Parcel: L41000657160000  
 Owner: CLOUSE ROBERT C  
 Address: 0 E SR 18



[+] Map this property.

[Click here to view Levy Calculator data for this parcel.](#)

Change Tax Year: 2015 ▼

## Property Tax

	Tax Year 2015 Payable 2016	
	First Half	Second Half
<b>Gross Charge:</b>	\$1,345.23	\$1,345.23
<b>Reduction Factor:</b>	(\$368.53)	(\$368.53)
<b>10% Rollback:</b>	(\$89.29)	(\$89.29)
<b>2.5% Homesite Rollback:</b>	\$0.00	\$0.00
<b>Homestead Reduction:</b>	\$0.00	\$0.00
<b>Special Assessments:</b>	\$1.02	\$1.01
<b>CAUV Recoupment:</b>	\$0.00	\$0.00
<b>Penalties And Adjustments:</b>	\$0.00	\$0.00
<b>Subtotals:</b>	\$888.43	\$888.42
<b>Prior Charges:</b>		\$0.00
<b>Full Year Total:</b>		\$1,776.85
<b>Payments:</b>		(\$888.43)
<b>Half Year Due:</b>		\$0.00
<b>Full Year Due:</b>		\$888.42

## Special Assessments

Assessment: 1 ▼ of 1  
 Project Number: 11280 Project Name: ARBOGAST OAKLEAF OD  
 Amount Charged: \$2.03

## Payments

Date	Amount
2/19/2016	(\$888.43)

GIS parcel shapefile last updated 12/8/2015 3:00:54 PM.  
 CAMA database last updated 3/1/2016 10:17:53 PM.

[Print](#) | [Back](#)

### Seneca County GIS



Notes



Administrative State: Ohio  
 Administrative County: Seneca

INDIVIDUAL CONTRACT

Contract Number: 948D Contract Status: Active Signup Name: 25 CREP Ohio - Lake Erie

Physical State: OH Physical County: Seneca

Original CRP-1 Start Date: 03/01/2003 Original CRP-1 End Date: 09/30/2017 Effective Start Date: 10/01/2013 Effective End Date: 09/30/2017

Farm Number	Tract Number	CLU Number	CLU Acres	Program Year	Rental Rate	Acres Approved	Annual Payment	Approval Date	Cropland Acres	Marginal Pastureland Acres	Non-Cropland Acres	Wellhead Acres
8206	7204	5	0.71	2003	\$ 163.38	0.71	\$ 116	11/06/2014	0.71	0.00	0.00	0.00

Practice Code	CLU Number	Practice Acres	Estimated Cost Share	Producer Name	Producer Share %	Producer Involvement	Primary	Extension Type Description	Extension Rate	Effective Start Date	Effective End Date
CP5A	5	0.71	\$ 0	ROBERT CHARLES CLOUSE	100.00	OWNER OPERATOR	Yes				





Administrative State: Ohio  
 Administrative County: Seneca

INDIVIDUAL CONTRACT

Contract Number: 947E Contract Status: Active Signup Name: 25 CREP Ohio - Lake Erie

Physical State: OH Physical County: Seneca

Original CRP-1 Start Date: 03/01/2003 Original CRP-1 End Date: 09/30/2017 Effective Start Date: 10/01/2013 Effective End Date: 09/30/2017

Farm Number	Tract Number	CLU Number	CLU Acres	Program Year	Rental Rate	Acres Approved	Annual Payment	Approval Date	Cropland Acres	Marginal Pastureland Acres	Non-Cropland Acres	Wellhead Acres
8206	7204	7	2.09	2003	\$ 160.75	2.09	\$ 336	11/06/2014	2.09	0.00	0.00	0.00

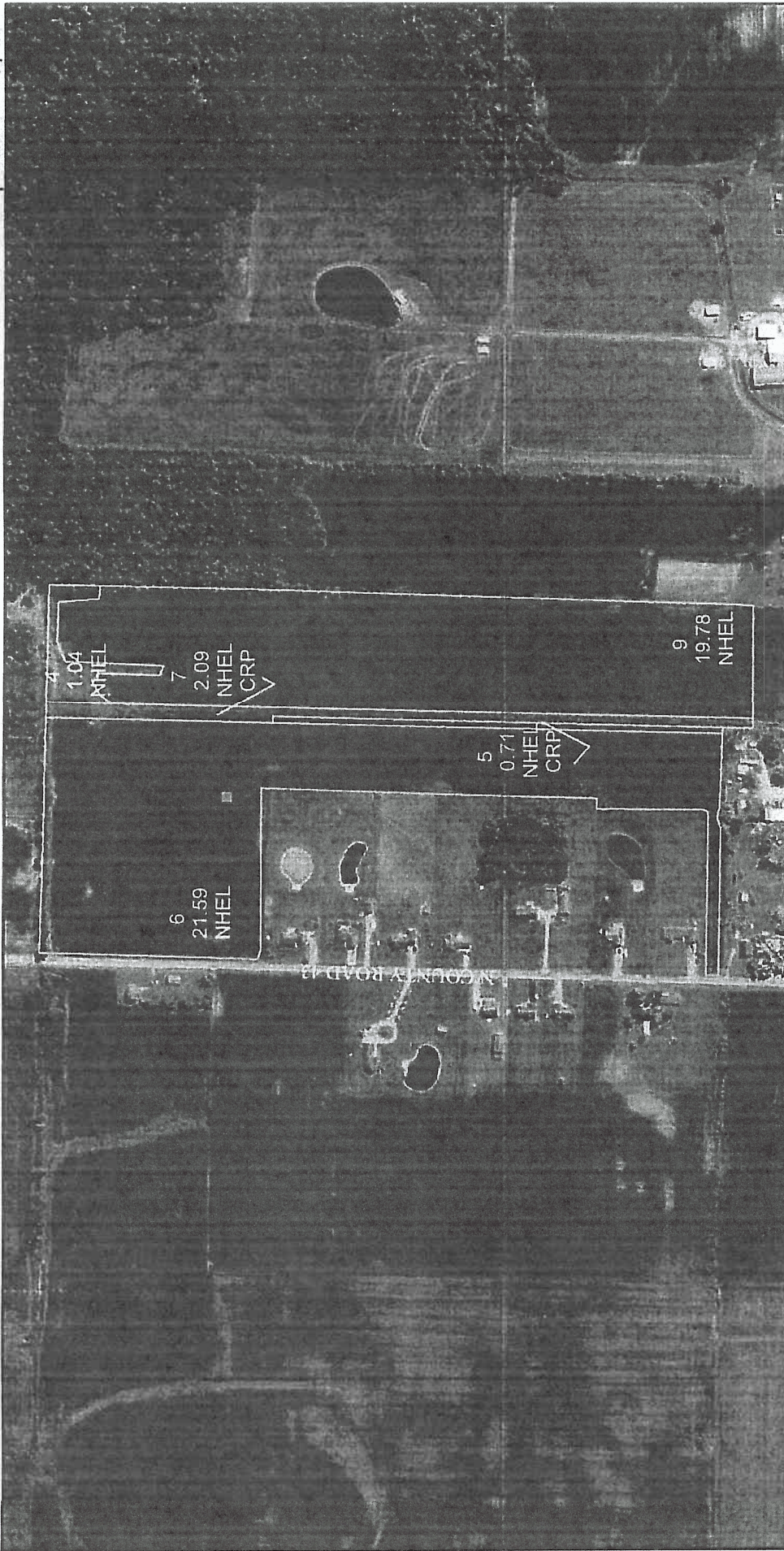
Practice Code	CLU Number	Practice Acres	Estimated Cost Share	Producer Name	Producer Share %	Producer Involvement	Primary	Extension Type Description	Extension Rate	Effective Start Date	Effective End Date
CP5A	7	2.09	\$ 605	ROBERT CHARLES CLOUSE	100.00	OWNER OPERATOR	Yes				



Seneca County FSA Office  
 3140 S State Rt 100, Suite C  
 Tiffin, OH 44883  
 Phone: 419-447-7071  
 Fax: 419-447-8082

Farm: 8206  
 Tract: 7204

Printed on September 08, 2014



**Legend**

- CLU Boundary
- HEL Highly Erodible Determination
- NHEL Not Highly Erodible Determination
- UHHEL Undetermined Highly Erodible Determination
- CRP Conservation Reserve Program
- Wetland Determination Identifiers**
- Restricted Use
- ▽ Limited Restrictions
- Exempt from Conservation Compliance Provisions

Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and labels, or contact NRCS.

1 inch = 493.4 feet



## Irrevocable Letter of Instruction Re: Down Payment

I have purchased the real estate located at 0 N. CR 43 & SR 18, Scipio Twp., Sec. 17, Seneca Co.  
under the terms and conditions of the attached Contract to Purchase at Public Auction dated  
March 21, 2016.

As part of this transaction I am to make a down payment of money to "Ohio Real Estate Auctions" who will then transfer that money to Ohio Real Estate Auctions which will hold the money until it is time for closing.

I understand that the funds I have provided to Ohio Real Estate Auctions are to be used as part of the purchase price. However, in the event I do not close on this property, I irrevocably instruct Ohio Real Estate Auctions to disburse my down payment as required under paragraph 2 of the contract; see below.

Paragraph 2 states:

***A non-refundable (except in the case of a non-marketable title) down payment of \$10,000.00 to apply toward Purchase Price and to be deposited by Broker, upon acceptance of this offer, in a non-interest bearing trust account pending closing. In the event this Contract to Purchase does not close for any reason than as agreed, Purchaser agrees that the down payment shall be disbursed by Broker 5 days from closing date unless Broker is previously notified in writing by purchaser that litigation has been filed with a court of competent jurisdiction. A copy of the filing must be attached.***

Pursuant to paragraph 2, upon written instructions from the Broker and the authority granted in this Irrevocable Letter of Instruction I authorize and approve Ohio Real Estate Auctions, to follow the instructions from the Broker as to the distribution of my down payment.

Further, I agree to hold Ohio Real Estate Auctions harmless for any such expenditures to any individuals or entities.

I have reviewed the Contract to Purchase at Public Auction dated March 21, 2016, and this Irrevocable Letter of Instruction:

1. I understand the terms and conditions of both documents.
2. I am voluntarily entering these agreements.
3. I realize that this authorization could result in none of my down payment being returned to me.

Dated: March 21, 2016

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EQUAL HOUSING  
OPPORTUNITY

**It is Illegal To Discriminate Against Any Person Because of Race, Color, Religion, Sex, Familial Status, National Origin, Military Status, Disability or Ancestry**

- In the sale or rental of housing or residential lots
- In advertising the sale or rental of housing
- In the financing of housing
- In the provision of real estate brokerage services

**Blockbusting is also illegal.**

The Broker and Sales Associates are licensed by the Ohio Department of Commerce, Division of Real Estate & Professional Licensing. The division may be contacted for inquiries and complaints and for information on the Real Estate Recovery Fund (Section 4735.12 of the Revised Code) as a source of satisfaction for unsatisfied civil judgments against a licensee.

**Ohio Department of Commerce**  
**Division of Real Estate & Professional Licensing**  
77 South High Street • 20<sup>th</sup> Floor  
Columbus, OH 43215-6133  
(614) 466-4100 FAX (614) 644-0584

[www.comt.ohio.gov/real](http://www.comt.ohio.gov/real)

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