



Wednesday, March 30th @ 11:30am
Auction held on-site at:
4032 Linden Avenue
Dayton, Ohio 45432



Online Bidding available at www.BidNowllc.com



Description: 59,894 SF office/special purpose building built in 1956 and renovated in 2002 with very well-maintained systems and interior including a gymnasium. Large annex building could provide meeting space, open cube area and R&D, among numerous other possible uses. Property is situated on 7.47 AC fronting on Linden Ave., between Smithville Rd. and Woodman Dr., providing 2 convenient access points to US 35. Zoned for business and convenient to downtown Dayton, WPAFB, bike trails, numerous shopping, dining and banking amenities, this property has considerable redevelopment potential or future expansion of the building and/or parking areas is also feasible.

Tax Appraised at \$2,411,800 ~ “Buy-Now” available at \$500,000

or

Sells at auction subject to Minimum Bid of ONLY \$100,000!

Inspections: Saturdays, March 19th & 26th 10:00am – 12:00Noon
Tuesday, March 29th 10:00am – 12:00Noon
1 Hour prior to auction

Montgomery County PID: I3 9101602 0001 **Annual Taxes:** \$94,443.30

Terms: Sells as-is, subject to Minimum bid of \$100,000! No contingencies for financing or inspection. 10% buyer's premium in effect. Short tax proration. Buyer pays all closing costs. Warranty deed at closing with no liens or encumbrances. “Buy-Now” available at \$500,000 plus buyer’s premium.

Deposit and Closing: Successful bidder will be required to deposit 10% of the total contract price by cash or check with proper ID PAYABLE to M & M Title Company which will be your non-refundable deposit if you are the successful bidder. Close within 40 days of Auction.

Realtor Participation: Commission available to Ohio Licensee representing a successful bidder who closes on transaction. To collect a commission, Realtor's must: 1) Register your bidder no less than 24 hours prior to auction; 2) Accompany your client to the scheduled Inspection; 3) Accompany your client to the auction; 3) Guide buyer to closing. **NOTE 1:** If bidding online, you must register your client prior to their registering online. **NOTE 2:** If representing a client submitting a "Buy-Now" offer, **ONLY** full-price offers with no contingencies submitted on forms provided by auctioneer will be considered. Absolutely no exceptions as per written directive from Seller. Contact Auctioneer for required “Buy-Now” forms.

Tim Lile, CAI - Auctioneer
(937)689-1846
timlileauctioneer@gmail.com
Ohio Real Estate Auctions, LLC

Disclaimer: Information contained herein was obtained from sources deemed reliable. However, neither Ohio Real Estate Auctions, LLC Auctioneers nor their agents will be responsible for any errors or omissions regarding information provided by same. Announcements made at the auction will take precedence over written material or any other statements made prior to the auction. Buyers should carefully verify all information and make their own decision as to the accuracy thereof before relying on same.

FOR LEASE > 20,000 - 59,894 SF

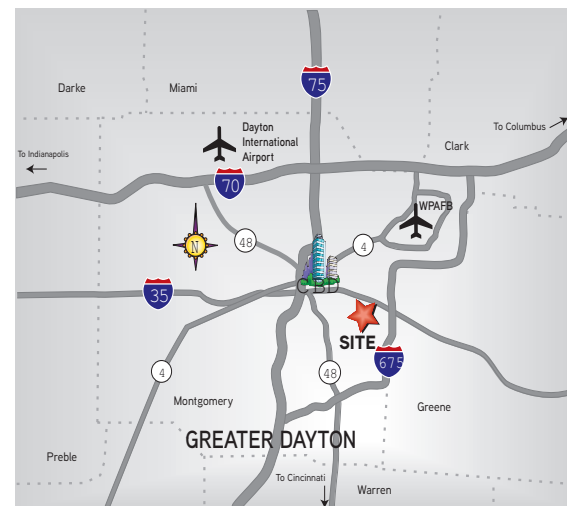
4032 Linden Avenue

DAYTON, OH 45432



Property Highlights

- > 59,894 SF modern office building for lease
- > Solid building that was renovated 15 years ago. Systems and interiors have been well maintained
- > Large annex building could provide meeting space, open cube area, R&D, etc.
- > Located on Linden Ave., between Smithville Rd. and Woodman Dr., providing 2 convenient access points to US 35
- > Convenient to downtown Dayton, WPAFB, bike trails, numerous shopping, dining and banking amenities
- > Property sits on 7 acres, allowing for future expansion of the building or parking areas



PAUL MILLER
937 232 5723
DAYTON, OH
paul.miller@colliers.com

COLLIERS INTERNATIONAL
GREATER CINCINNATI
10 West 2nd Street, Suite 200
Dayton, OH 45402
www.colliers.com

Area Amenities

Wright-Patterson Air Force Base

The Mall at
FAIRFIELD
COMMONS



Snapshot

Site size	7.469 AC
Year Built/Renovated	1999
Total SF	59,894
Lease Rates	\$11.50/SF Full Service
Special Feature	Gymnasium, Event Space



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Contact Us

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PARID: I39101602 0001
PARCEL LOCATION: 4032 LINDEN AVE

NBHD CODE: C3301000

[Click here to view neighborhood map](#)

Owner

Name

OH05 DAYTON LLC

Mailing

Name OH05 DAYTON LLC
Mailing Address 1521 WESTBRANCH DR STE 100
City, State, Zip MC LEAN, VA 22102

Legal

Legal Description 7-2-21
Land Use Description C - OFFICE BUILDING 1-2 STORIES
Acres 7.469
Deed
Tax District Name RIVERSIDE CORP-DAYTON CSD

Sales

Date	Sale Price	Deed Reference	Seller	Buyer
24-AUG-88	\$650,000			
28-DEC-99			BEAVERCREEK PROPERTIES LTD	BCP LLC
16-MAR-00			BCP LLC	BC REAL PROPERTIES LLC
10-DEC-03	\$2,000,000	200300184035	BC REAL PROPERTIES LLC	4032 LINDEN AVE LLC
01-JUL-05	\$2,725,000	200500063624	4032 LINDEN AVE LLC	260 SPRINGSIDE DRIVE AKRON OHIO LLC
01-JUL-15		201500035049	260 SPRINGSIDE DRIVE AKRON OHIO LLC	OH05 DAYTON LLC

Board of Revision

Tax Year	Case Number:	BTA/CPC	Result
2003	530		
2005	6189		
2008	5758		No Change in Value

Values

	35%	100%
Land	235,270	672,210
Improvements	608,860	1,739,590
CAUV	0	0
Total	844,130	2,411,800

Current Year Special Assessments

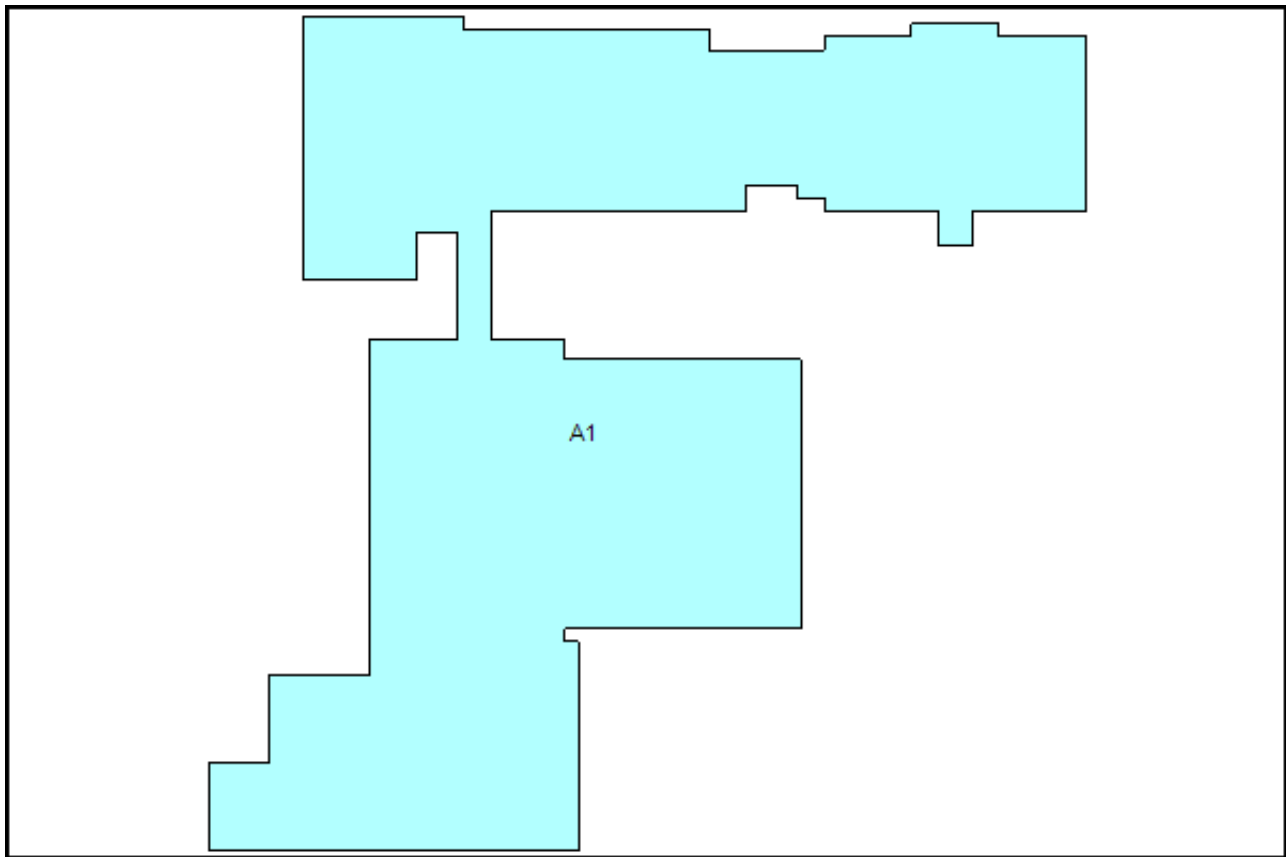
41100-MCD/AP MCD/AQUIFER PRES SUBD	\$23.47
11777-APC FEE	\$324.35
31200-LT. LIGHTING	\$78.30

Current Year Rollback Summary

Non Business Credit	\$0.00
Owner Occupancy Credit	\$0.00
Homestead	\$0.00
City of Dayton Credit	\$0.00
Reduction Factor	-\$6,383.66

Tax Summary

Year	Prior Year	Prior Year Payments	1st Half Due 2/19/2016	1st Half Payments	2nd Half Due 7/25/2016	2nd Half Payments	Total Currently Due
2015	\$0.00	\$0.00	\$47,272.54	\$0.00	\$47,170.76	\$0.00	\$94,443.30



PARID: I39101602 0001
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NBHD CODE: C3301000

Commercial Property Data

Primary Use of Building	ORA-01722: invalid number
Year Built	1956
Number of Stories	02
Number of Units	
Building Gross Floor Area	60580
Number of Bedrooms	

Line	Description	Square Footage	Value	
1	OFFICES		30,290	867,570
2	OFFICES		30,290	841,580

Out Building

Improvement	ASPHALT OR BLACKTOP PAVING
Quantity	1
Size (sq. ft)	43000
Year Built	1956
Grade	C
Condition	AVERAGE
Value	30440

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First Half Taxes

Tax Year	Real/Project	Charge	Adjustments	Payments	Amount Due
2015	11777-APC FEE	\$162.18	\$0.00	\$0.00	\$162.18
2015	31200-LT. LIGHTING	\$78.30	\$0.00	\$0.00	\$78.30
2015	41100-MCD/AP MCD/AQUI	\$23.47	\$0.00	\$0.00	\$23.47
2015	REAL	\$47,008.59	\$0.00	\$0.00	\$47,008.59
	Total:	\$47,272.54	\$0.00	\$0.00	\$47,272.54

Second Half Taxes

Tax Year	Real/Project	Charge	Adjustments	Payments	Amount Due
2015	11777-APC FEE	\$162.17	\$0.00	\$0.00	\$162.17
2015	REAL	\$47,008.59	\$0.00	\$0.00	\$47,008.59
	Total:	\$47,170.76	\$0.00	\$0.00	\$47,170.76

Prior Year Adjustments

Tax Year	Real/Project	Charge	Adjustments	Payments	Amount Due
2002	11777-APC FEE	\$0.00	\$16.22	-\$16.22	\$0.00
2002	41100-MCD/AP MCD/AQUI	\$0.00	\$0.90	-\$0.90	\$0.00
2002	REAL	\$0.00	\$1,309.92	-\$1,309.92	\$0.00
2003	11777-APC FEE	\$324.35	\$0.00	-\$324.35	\$0.00
2003	41100-MCD/AP MCD/AQUI	\$8.61	\$0.00	-\$8.61	\$0.00
2003	REAL	\$26,871.44	\$21,215.14	-\$48,086.58	\$0.00
2005	11777-APC FEE	\$324.35	\$0.00	-\$324.35	\$0.00
2005	41100-MCD/AP MCD/AQUI	\$19.25	\$0.00	-\$19.25	\$0.00
2005	REAL	\$56,165.99	\$20,014.30	-\$76,180.29	\$0.00
2008	11777-APC FEE	\$324.35	\$0.00	-\$324.35	\$0.00
2008	41100-MCD/AP MCD/AQUI	\$24.67	\$0.00	-\$24.67	\$0.00
2008	REAL	\$85,073.18	\$0.00	-\$85,073.18	\$0.00
	Total:	\$169,136.19	\$42,556.48	-\$211,692.67	\$0.00

Grand Totals

	Charge	Adjustments	Payments	Amount Due
GRAND TOTALS	\$94,443.30	\$0.00	\$0.00	\$94,443.30

TAX PAYMENTS MAY BE MAILED TO MONTGOMERY COUNTY TREASURER, 451 WEST THIRD ST., DAYTON OH 45422

* PAYMENTS POSTED THRU JANUARY 14, 2016

PARID: I39101602 0001
PARCEL LOCATION: 4032 LINDEN AVE

NBHD CODE: C3301000

Tax Year	Total Value
2000	891,350
2001	891,350
2002	1,117,630
2003	2,000,000
2004	2,000,000
2005	2,717,800
2006	2,717,800
2007	2,717,800
2008	2,797,370
2009	2,797,370
2010	2,797,370
2011	2,686,600
2012	2,686,600
2013	2,686,600
2014	2,411,800
2015	2,411,800
2016	2,411,800



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: 4032 Linden Ave., Dayton, Ohio 45432

Buyer(s): _____

Seller(s): OH05 DAYTON LLC Oh05, LLC

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) Tim Lile and real estate brokerage OhioReal Estate Auctions, LLC 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 _____

by [Signature] SELLER/LANDLORD

Matthew DATE 1/11/16
Managing Director

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, 20th 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.

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, 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.

OHOS DAYTON LLC
Name (Please Print)

[Signature] 1/11/16
Signature Date

Matt Tucker
Managing Director

Name (Please Print)

Signature Date





Ohio Real Estate Auctions, LLC
CONTRACT TO PURCHASE AT PUBLIC AUCTION

(This is a legally binding contract. If not understood, seek legal advice. For real estate advice, consult your Realtor)

DATE: March 30, 2016

1. **PROPERTY DESCRIPTION:** The undersigned Purchaser agrees to purchase from the undersigned Owner (Seller) through *Ohio Real Estate Auctions, LLC*, (Broker), the following described real estate in Montgomery County, OH and more commonly known as:

4032 Linden Ave., Dayton, Ohio 45432; Montgomery County PID: I3 9101602 0001
2. **PRICE AND DEPOSIT:** Purchaser agrees to pay the **High Bid Amount of \$ _____** plus a **10% Buyer Premium of \$ _____** for a **Total Contract Price of \$ _____** for the subject Real Estate. **A Non-Refundable Down Payment of \$ _____ (10% of Total Contract Price)** is to be paid to & deposited by Escrow Agent upon acceptance and applied toward the Total Contract Price at closing. In the event this transaction does not close for any reason other than non-marketable title or as otherwise agreed by ALL parties, Purchaser agrees that the Down Payment shall be disbursed by Escrow Agent as provided for in paragraph 5 below, **UNLESS: A)** Purchaser has requested and been granted an extension in accordance with paragraph 5 below, or **B)** Escrow Agent & Broker are 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).
3. **BALANCE & CLOSING:** The balance of the Total Contract Price shall be paid in the form required by Escrow Agent on or before **16 May 2016**. The closing date shall be automatically extended up to 30 days if Auctioneer deems necessary without penalty to the Seller.
4. Transaction will close through: **M&M Title Co; 7925 Paragon Road, Dayton, Oh. 45459; (937)434-7366; Tyna Brown; tbrown@mmtitle.com**
5. **EXTENSION:** If Purchaser requires an extension beyond **16 May 2016**, Seller agrees to offer a single extension of **up to 20 days ending on June 6, 2016** for a sum of **\$500 per day**. Purchaser must pay entire **Extension Fee amount of \$10,000** by certified funds to Escrow Agent and execute the Irrevocable Letter of Instruction Regarding Extension Fee **PRIOR TO 15 May 2016 at 5:00pm EST**. Purchaser will be credited at closing **\$500** x the number of days prior to **6 June 2016** the closing takes place. Funds retained from the extension fee **WILL NOT** be applied to the Total Contract Price. If transaction is not closed as of **7 June 2016**, Purchaser's Total Deposit including the Extension Fee will be released to the Sellers and their agents as per the Irrevocable Letters of Instruction Regarding Down Payment & Extension Fee.
6. **OBTAINING FINANCING:** This purchase is not contingent upon the Purchaser obtaining financing. There are no buyer contingencies.
7. **BINDING OBLIGATION:** Purchaser is **buying the property As-Is, Where-Is and Without Recourse**. If Purchaser fails to close for any reason whatsoever, except a non-marketable title, Purchaser voluntarily agrees to forfeit entire down payment and may be held liable to Seller for any deficiency, plus court costs and reasonable legal fees, resulting from any subsequent resale of the property. Time is of the essence and this is an irrevocable offer to purchase, with no contingencies. In the event Purchaser fails to perform according to the terms of this contract, the down payment shall be forfeited as partial liquidated damages, and not as a penalty, without affecting any of Seller's further remedies. Either party may demand specific performance of this agreement.
8. **OWNER'S CERTIFICATION:** Seller(s) certifies to Purchaser that, to the best of Seller's knowledge: (A) there are no undisclosed latent defects; (B) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the Real Estate may be assessed, except **None**; (C) there are no City, County or State orders that have been served upon Seller(s) requiring work to be done or improvements to be made which have not been performed, except **None**. Inspections regarding habitability and use of the Real Estate shall be the responsibility of the Purchaser. All Inspections must be completed prior to Auction. **PURCHASER IS RELYING SOLELY UPON HIS EXAMINATIONS OF THE REAL ESTATE, AND THE SELLER'S CERTIFICATION HEREIN FOR ITS PHYSICAL CONDITION AND CHARACTER, AND NOT UPON ANY REPRESENTATION BY THE AUCTIONEERS/BROKER INVOLVED, WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE.**
9. **INDEMNITY:** Seller and Purchaser recognize that the AUCTIONEERS/BROKER are relying on information provided by Seller or his/her agents in connection with the Real Estate, and agree to indemnify and hold harmless the Auctioneers/Broker, their agents and employees, from any claims, demands,

damages, suits, liabilities, costs and expenses (including reasonable legal fees) arising out of any misrepresentation or concealment of facts by Seller or his/her agents.

10. **CONVEYANCE AND CLOSING:** Seller shall convey marketable title to the Real Estate by Warranty deed with release of dower right, if any, AND SUBJECT TO THE RIGHTS OF THE TENANTS, if any, under existing leases and State Law. Title shall be free and unencumbered as of Closing, except restrictions and easements of record and except the following assessments (certified or otherwise): of record.
11. **CONDITION OF IMPROVEMENTS:** The risk of destruction or substantial damage by fire or Act of God prior to delivery of deed is assumed by Seller. Seller agrees that on possession, the Real Estate shall be in the same condition as it is on the date of this contract, except for ordinary wear and tear. If the Real Estate should be damaged or destroyed by fire or other casualty and if, prior to Closing, the real Estate shall not be repaired or restored by and at the Sellers expense, to a condition as good as it was prior to the damage or destruction, then Purchaser, at his option, may terminate this contract by written notice to Seller and the Down Payment Shall be returned to Purchaser. While this contract is pending, Sellers shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the consent of the Purchaser. In addition, the Purchaser also has an insurable interest in the property from date of this contract. Purchaser is hereby notified that insurance should be placed upon the property immediately to protect Purchasers' interest.
12. **DISCLOSURE:** Buyer Seller - is a licensed Real Estate Broker or Sales Person.
13. **POSSESSION:** Possession shall be given at closing subject to Tenants' Rights, with deed. (Until such date, Seller shall have the right of possession free of rent, but shall pay for all utilities.) No work can be done on the property by the Purchaser until possession is given.
14. **AGENCY DISCLOSURE STATEMENT:** Purchaser acknowledges having reviewed and signed the Agency Disclosure Statement.
15. **SOLE CONTRACT:** The parties agree that this offer constitutes their entire agreement and that no oral or implied agreement exists. Any amendments to this offer shall be made in writing, signed by all parties, and copies shall be attached to all copies of the original offer. This offer shall be binding upon the parties, their heirs, administrators, executors, successors and assigns.
16. **TERMS:** The property sells subject to Minimum Bid of \$100,000.
17. **\$ _____ (10% of Total Contract Price)** must be deposited by successful bidder upon Seller Confirmation as down payment by Cash or Check (presented with positive I.D). This non-refundable down payment will be applied to the Total Purchase Price at closing and will be held in trust by M & M Title Company as escrow agent.
18. **BUYER'S PREMIUM:** A 10% Buyer Premium will be added to the high bid amount to determine the Total Contract Price to be paid by Purchaser.
19. **TAXES:** Real Estate taxes will be prorated using the Short Proration Method. In this formula, Buyer will assume accrued taxes for a 6 month period of time in which the Seller owned the property.
20. This property is being sold at Public Auction, without recourse. Personal on-site inspection/s of the property or properties is strongly recommended. The property will sell "as is, where is," with no warranty expressed or implied as to improvements, availability of utilities, zoning, or environmental and wetland issues. Information presented online and in all other marketing materials was obtained via sources deemed reliable. However, neither Ohio Real Estate Auctions, LLC nor their agents will be responsible for any errors or omissions herein. Announcements made at the auction will take precedence over written material, advertisements, or any other oral statements made prior to the day of auction. Purchasers should carefully verify all items and make their own decision as to the accuracy thereof before relying on same. Except in the case of an absolute auction, Auction Firm reserves the right to bid on behalf of the sellers. Auctioneer reserves the right to bid on behalf of himself at any auction. The Seller and Auctioneers/Broker reserve the right to preclude any person from bidding if there are any questions as to the person's credentials, fitness, etc.
21. Auctioneers/Broker hereby acknowledge that they represent the Seller. An Agency Disclosure Statement must be signed by the Purchaser.
22. Purchaser shall be responsible for all transfer taxes, recording fees, title search, and deed preparation. Seller is responsible for real estate tax prorata, mortgage releases and guarantees to convey a good and marketable title. The Purchaser, Seller, split 50/50, is responsible for survey cost, if a survey is required for a transfer. ***Purchaser is responsible for all other costs associated with closing.**
23. By bidding, Purchaser agrees to waive their right to rescind this Contract to Purchase.
24. Real Estate is sold through Ohio Real Estate Auctions, LLC.

25. **OTHER:**

26. **EXPIRATION AND APPROVAL:** _____

27. **MAKE DEED TO:** (print) _____

Purchaser has read, fully understands and approves the foregoing Contract To Purchase and acknowledges receipt of a signed copy.

Print

Sign

Date

PURCHASER: _____

PURCHASER: _____

FULL ADDRESS: _____

PHONE NUMBERS: _____

WITNESS: _____

28. **ACTION BY OWNER:** The undersigned Seller has read and fully understands the foregoing offer and hereby: Accepts said offer and agrees to convey the Real Estate according to the above terms and conditions, Rejects said offer, or Counteroffers according to the modifications initialed by Seller(s). Counteroffer shall become null and void if not accepted in writing on or before _____ o'clock A.M. P.M. EASTERN STANDARD TIME on _____, 20____. Seller acknowledges that Agency Disclosure Statement has been signed.

29. **SELLING FEES AND EXPENSES:** Seller is to pay an auction selling fee and reimburse agreed expenses as per the Auction Contract.

Print

Sign

Date

SELLER: _____

SELLER: _____

FULL ADDRESS: _____

PHONE NUMBERS: _____

WITNESS: _____

30. **DEPOSIT RECEIPT:** DATE: March 30, 2016 **Ohio Real Estate Auctions, LLC** hereby acknowledges receipt of: \$ _____

Cash Cashier's Check# _____ Check # _____

Bank Name _____

made payable to **M & M Title Company** as down payment in accordance with the terms herein provided.

31. **BUYER BROKER COMPENSATION:** Co-Op Brokerage Name: _____

_____ \$ _____ X 3% \$ _____

CO-OP AGENT NAME

OPENING BID

CO-OP AGENT SIGNATURE

PLUS \$ _____ X 1% \$ _____ = \$ _____

BID ADVANCE

AGENT PHONE _____ AGENT EMAIL _____





Irrevocable Letter of Instruction Re: Down Payment

I have agreed to purchase the real estate located at:

4032 Linden Ave., Dayton, Ohio 45432

under the terms and conditions of the attached Contract to Purchase at Public Auction dated: **30 March 2016**

As part of this transaction I have made a down payment of money to **M & M Title Company** who will hold the money in Trust as Escrow Agent until closing.

I understand the funds I have provided **M & M Title Company** are to be applied to the Total Contract Price. However, in the event I do not close on this property on or before **16 May 2016**, I irrevocably instruct **M & M Title Company** to disburse my down payment as required under paragraph 2 of the contract **UNLESS** I have executed the Irrevocable Letter of Instruction Re: Extension Fee and paid said fee to Escrow Agent.

Paragraph 2 states:

PRICE AND DEPOSIT: Purchaser agrees to pay the amount of the **High Bid of \$** _____ plus the **10% Buyer Premium** of \$ _____ for a **Total Contract Price of \$** _____ for the Subject Real Estate. **A Non-Refundable Down Payment of \$** _____ (**10% of Total Contract Price**) is to be paid to & deposited by Escrow Agent upon acceptance and applied toward the Total Contract Price at closing. In the event this transaction does not close for any reason other than non-marketable title or as otherwise agreed by ALL parties, Purchaser agrees that the down payment shall be disbursed by Escrow Agent as provided for in paragraph 5 below, **UNLESS: A)** Purchaser has requested and been granted an extension in accordance with paragraph 5 below, or **B)** Escrow Agent & Broker are 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 instruction from the Broker and the authority granted in this Irrevocable Letter of Instruction, I authorize and direct **M & M Title Company** to follow the instructions of the Broker as to the distribution of my down payment.

Further, I agree to hold Broker & **M & M Title Company** harmless for any such disbursements to any individuals or entities.

I have reviewed the Contract to Purchase at Public Auction dated **30 March 2016** and this Irrevocable Letter of Instruction and:

1. I understand the terms and conditions of both documents. **(Initial)** _____
2. I have voluntarily executed these agreements. **(Initial)** _____
3. I acknowledge this authorization and my direction to Escrow Agent may result in none of my down payment being returned to me. **(Initial)** _____

Dated: _____

Purchaser:

Print: _____ Sign: _____

Witness:

Print: _____ Sign: _____



Irrevocable Letter of Instruction Re: Extension Fee

I have agreed to purchase the real estate located at:

4032 Linden Ave., Dayton Ohio 45432

under the terms and conditions of the attached Contract to Purchase at Public Auction dated: **30 March 2016**. As per said Contract to Purchase, I agreed to close on this transaction on or before **16 May 2016**. It has now become necessary for me to accept the single extension offered by the Seller as outlined in paragraph 5 of the Contract to Purchase.

Paragraph 5 states:

EXTENSION: If Purchaser requires an extension beyond **16 May 2016**, Seller agrees to offer a single extension of **up to 20 days and ending on 6 June 2016** for a sum of **\$500 per day**. Purchaser must pay entire Extension Fee amount of **\$10,000** by certified funds to **M & M Title Company** as Escrow Agent and execute the Irrevocable Letter of Instruction Regarding Extension Fee **PRIOR TO 15 May 2016 at 5:00pm EST**. Purchaser will be credited at closing \$200 x the number of days prior to **30 March 2016** the closing takes place. Funds retained from the extension fee **WILL NOT** be applied to the Purchase Price. If transaction is not closed as of **31 March 2016**, Purchaser's Total Down Payment including the Extension Fee will be released to the Sellers and their agents as per the Irrevocable Letters of Instruction Regarding Down Payment & Extension Fee.

Pursuant to paragraph 5, as of **7 June 2016**, upon written instruction from the Broker and the authority granted in the Irrevocable Letters of Instruction Regarding Down Payment & Extension Fee, I hereby authorize and direct **M & M Title Company** to follow the instructions of the Broker as to the distribution of my Down Payment of:

\$ _____ plus the Extension Fee of **\$10,000**.

Further, I agree to hold Broker & **M & M Title Company** harmless for any such disbursements made to any individuals or entities.

I have reviewed the Contract to Purchase at Public Auction and the Irrevocable Letter of Instruction Regarding Down Payment dated **30 March 2016** and this Irrevocable Letter of Instruction Regarding Extension Fee and confirm that:

1. I understand the terms and conditions of all three documents. **(Initial)** _____
2. I have voluntarily entered these agreements. **(Initial)** _____
3. I acknowledge this authorization and my direction to Escrow Agent may result in none of my Down Payment including Extension Fee being returned to me. **(Initial)** _____

Dated: _____

Purchaser:

Print: _____ Sign: _____

Witness:

Print: _____ Sign: _____