

Tuesday, September 6th @ 11:30am Auction held on-site at:

333 S. Main Street Marysville, OH 43040



Online Bidding available at www.BidNowllc.com



Description: 4,000 SF Commercial Building built in 2005 on .48 Acres with excellent Main Street access and frontage. The building and location are ideal for Office or Retail use. Very close proximity to Memorial Hospital, Union County Court House and the Central Business District of Marysville. Previously utilized as movie rental store and most recently as a combination clothing store and tanning salon.

Seller guarantees to sell at minimum bid of \$250,000

Inspections:	Thursday, September 1 st 1:00pm – 2:00pm
	30 minutes prior to auction

Union County PID: 29-0002107.0000 **Annual Taxes:** \$6,496

Terms: Seller guarantees to sell at the minimum bid of \$250,000. If final bid is below \$250,000, high bidder will execute contract to purchase open until end of business on September 9th for lender's consideration of short-sale. Sells asis with 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.

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 30 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

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.

Business Name:						FEIN:		REDIR:		1 of 2
Property Address:	333 S MAIN ST	REET , MARYS	VILLE 43040	DTE Code: 4	20					
	9-0002107.	0000*	MARY	SVILLE CORP SVILLE EVSD 28-012.000	PARIS TOWNS	<u> </u>				
	ORMATION					Ē				
OL20 MAF OR 751 PG 66 DOLPHIN GEO 333 S MAIN S MARYSVILLE COMMENT	ORGE W ORGE W TREET	Г	NEIGHBORI Acres:0.4860	HOOD: 4296-)	M B C		5		<u>1sBR</u> <u>10</u> S2005	
TY2015:Net G 99 SP .070 AC were destroyed grooming is sti	CTO 2900021 d as a resu ill standing! N	07001 NO BL It of route exp ot anymore	DG 01 per aud bansion acquired 05 Resurvey to 0	by state. Sa).486 acres	ndys pet 08 Recv'd		CAN		80	
BOR application MOVIE GALL / 2015 METAL S	AT 50% NC0	6	SANDY'S GROO DPERTY. NO VAL		06 ADD		5500	<	4000	
Sales Data					Date	Ξ	250			
Date 09/05/2007 08/03/2005	Amount 703,500 94,900		res U: D : 937:0.4860 42 UNK : 1095 42						-	
	,			Final:		-	5	· · · · · · · · · · · · · · · · · · ·	50	
					ack:					
				Visit:		STREET/ROA	D	TOPOGRAPHY	PU-UTILITIES-PR	ZONING
						PAVED			WATER	AG-RES
VALUE YEAR (EFF	ERATE)	2015 (78.45)	ON SUMMARY 2014 (78.18)	2013 (75.69)	2012 (67.36)	GRAVEL			■ SEWER □ ■ GAS □	COMMERCIAL
REASON FOR CH		Misc	MISC	RAPP	TAX RATE	DIRT	x s		GAS ELECTRIC	
ESTIMATED	LAND	36,000	36,000	36,000	36,000		-			
MARKET VALUE	IMPR	201,400	201,400	201,400	140,000					
	TOTAL	237,400	237,400	237,400	176,000				E FACTORS	
ASSESSED	LAND	12,600	12,600	12,600	12,600	A. NO ROAD		E. SZ/SHAPE	I. WATEI	
VALUE	IMPR	70,490	70,490	70,490	49,000	B. TOPGRHY		F. RESTRICT	J. OTHE	K/CDU
	TOTAL	83,090	83,090	83,090	61,600 4,149.48	C. EX FRONT D. QUANTITY		G. WOOD LT H. VACANCY		
NET GENERAL		6,518.10	6,495.92	6,289.36	4,149.46					
		0175	M DATE			NA 1/411	-	0		
LAND TYPE ICE:1:Primary	A:0.48	SIZE	M RATE 75,000	C	INF	M VALU 36,000		C		
	A.U.40		73,000	,		30,000				
Totals:	Total Ac	res .4800				36,000		0 36,000		

				EX WALL	Α	R	OOFI	NG		Α	WIND	NOM		Α	DOC	DRS		Α	FOU	NDATIC	DN	A	FRAMI	NG	Α
				STONE			BLE/H				STORE		[OVER				SLAB			_ PF		;	
CLASS/QUALITY RANK				BRICK		SH	ED/FL	_AT			CASEN	IENT	[CRAWL	-		S	EEL		
A) FP STRUCT. STEEL FR	AME	1. BASIC		CON BLK		CO	N DE	СК			DBLH		[PILE/C)L		🗌 RI	EINF CO	ONC	
B) R.C. FRAME		2. FAIR		WD/MTL		MT	L DEC	СК			SLIDE I	3Y	[REINFO	DR			B/MASC	DN	
C) MASONRY BEARING W		3. AVE		ENAM STL		WD	DEC	к			CANOP			А					STEEL				RAME		
D) WD OR STEEL FR EX. \	WALLS	4. GOOD		ALUM/VYL		ME					LIGHTE		[STEEL	INS	S		BRICK				DLE		
S) METAL M) MILL P) PO	LE	5. EXCEL		CON PANEL		AS					SOFFIT	S	[WOOD)			STONE			🗌 TI	_T UP		
TOTAL AREA	PERIME			PLATE GLS		RU	BBER	2			CSW		[MTL				CON BI	_K		🗌 SA	NDWI	СН	
# STORIES	STORY H	IT	10	STUCCO			LT U				FACAD	E		А	GLASS	3			FRAME			S	ANDA	RD	
AGE	SPRINK	ER		INSULATED		INS	ULAT	ED							STAND	DAR	D		STAND						
H.V.A				FLOORS	В	1	2	3	U		RTITION	S			B 1	1	2 3	U	INTERIC		SH	В	1	2 3	3 U
Electric	Electric W	all		CONCRETE							SONRY								UNFINI						
	Hot Water			WOOD							STUD								FINISH						
Hot Water, Rad	Space/ Wa	all Furnace 🗌		TILE A Q V T							L STUD								FINISH	DIV					
Steam	Warm & C	ld Air		CARPET						CEI	LINGS				B 1		2 3	U	PANEL						
Ventilation	Heat Pum			ASPHALT						ACC	CUT/PAN	IEL							PLAST	ER / DV	V				
Package Unit	Ind TW He	eat Pump		GRAVEL							ASTER/D] [BLOCK						
Hot & Cld Water	Evaporate	d Cool		DIRT						SUS	SP/OPE	١] [GLAZE	D TILE					
Floor Furnace	Co-Ray-Va	ac		STANDARD						STA	NDARD								STAND	ARD					
Complete HVAC	No Heat			PLUMBING				Α					A	LIG	HTING				А						А
Refrig. Cooling	Standard			NO PLUMBING					EX	TRA F	IXTURE	S		FLl	UORESC	CEN	Т			META	AL HA	LIDE			
				2 FIXTURE BATH	1				STA	۱NDA	RD			so	DIUM VA	AP				STAN	DAR	D			
YARD ITEMS				3 FIXTURE BATH	1									ME	RCURY	VAF	Р								
ITEM		CONST	нт	SIZE X SIZE	AREA	ι	INITS	;	AG	E	REM	COND	GRD)	\$/UNIT		UNADJU	JSTE	D \$PHY	FC	E	C	MAR	ET VA	ALUE
A 901.015:Canopy				50 X 5	25	50		20	05			Α	N		.00			0	0	0	0				0
B 901.001:Paving: Asphalt					5,00	00		20	05			Α	N		.00			0	0	0	0				0
ITEM				SIZE X SIZE	AREA		INITS		AG	E	REM	CND	GRE)	\$/UNIT		UNADJU	JSTE	D \$PHY	FC	E	C	MAR	KET VA	ALUE
A 420.001:Retail < 5,000 S	S.F. (Other	Ret C	10	80 X 50	4,00	00		20	05			A	G		53.00		212,0	000	5	0	0			2	201,400
AMENITY TOTAL																									0
																				TOTA	L IMP	R		2	201,400
							(ИΜΕ	INTS	S														
MOVIE GALLERY MOVIE	E RENT VA	CANT AS OF	6/2	28/10 MOVIE GA	LLERY	VAC	ANT 2	2010																	

Business Name:							FEIN:		REDIR:		2 of 2
Property Address:	333 S MA	IN STREET , MARYS	/ILLE 43040	DTE C	ode: 420	F	πιπιπι				
	9-00021	07.0000*	MARY	′SVILLE ′SVILLE 4-28-012							
_	RYS.COR 67 ORGE W DRGE W TREET	P LT	NEIGHBOR Acres:0.486		4296- M C			5 CAN 5500	,	<u>1sBR</u> <u>10</u> S2005	30
Sales Data						Data	<u>.</u>				
Date 09/05/2007 08/03/2005	Amount 703, 94,	Deed:Conv#:Ac 500 GWI 900	res L D : 937:0.4860 4 UNK : 1095 4		Lister: JL Pricer: Reviewer: Final: Call Back: Visit:					0 	
	1	11					PAVED			WATER	
VALUE YEAR (EFF REASON FOR CH/ ESTIMATED MARKET VALUE		VALUATI * 2011 (66.09) MISC 36,000 140,000	ON SUMMARY 2010 (64.87) TRI 36,000 140,000				GRAVEL DIRT SIDEWALI	к s [HIGH LOW	SEWER GAS GAS ELECTRIC STANDARD	COMMERCIAL
	TOTAL	176,000	176,000						INFLUENCE	E FACTORS	
ASSESSED VALUE	LAND IMPR TOTAL	12,600 49,000 61,600	12,600 49,000 61,600				A. NO ROAD B. TOPGRHY C. EX FRONT		E. SZ/SHAPE F. RESTRICT G. WOOD LT	I. WATE J. OTH	ER FRONT ER/CDU
NET GENERAL		4,070.98					D. QUANTITY		H. VACANCY		
				Г		1	-		- 1		
LAND TYPE		SIZE	M RATE	C	INF		M VALU	JE	C		
Totolo:		tol Aoroa 4800					26.000		0 26.000		
Totals:	101	al Acres .4800					36,000		0 36,000		

CLASS/QUALITY RANK A) FP STRUCT. STEEL FRAME 1. BASIC	STONE BRICK		GABLE/HI			STORE	FRT		OVE	RHE	AD	SLAB			PRE I		
A) FP STRUCT. STEEL FRAME 1. BASIC	BRICK															ING	
A) FP STRUCT. STEEL FRAME 1. BASIC			SHED/FLA	AT		CASEN	1ENT					CRAWL			STEE	L	
	CON BLK		CON DEC			DBLH						PILE/CC				- CONC	
B) R.C. FRAME 2. FAIR	WD/MTL		MTL DECI			SLIDE I	BY					REINFO				ASON	
C) MASONRY BEARING WALLS 3. AVE	ENAM STL		WD DECK			CANOP	γ					STEEL			FRAM		
D) WD OR STEEL FR EX. WALLS 4. GOOD	ALUM/VYL		METAL	-		LIGHTE			STEE	EL IN	IS	BRICK			POLE		
S) METAL M) MILL P) POLE 5. EXCEL	CON PANEL		ASPH			SOFFIT			WOC			STONE		TILT UP			
TOTAL AREA PERIMETER	PLATE GLS		RUBBER			CSW	•		MTL	-		CON BL	К			WICH	
# STORIES STORY HT	STUCCO		BUILT UP			FACAD	F		GLAS	ss		FRAME				DARD	
AGE SPRINKLER	INSULATED		INSULATE				-		STAN		RD	STAND	VBD				
H.V.A.C.	FLOORS	В		3 L		TITION	\$			1	2 3 U	INTERIO		н	B 1	2 3	U
Electric Electric Wall	CONCRETE					SONRY	5			-		UNFINIS					
Forced Air Unit Hot Water	WOOD					STUD						FINISH					
Hot Water, Rad Space/ Wall Furnace						STUD						FINISH					
	CARPET					INGS			в	1	2 3 U	PANEL					
Steam Warm & Cld Air						UT/PAN			B	1	2 3 0	PANEL		,			
Ventilation Heat Pump																	_
Package Unit Ind TW Heat Pump	GRAVEL					STER/D						BLOCK					
Hot & Cld Water Evaporated Cool						P/OPEN						GLAZED					
Floor Furnace Co-Ray-Vac	•				SIA	NDARD						STANDA	AKD				
Complete HVAC ON Heat									IGHTING						_		
Refrig. Cooling Standard					XTRA F		S		LUORES				-	L HALID	E		<u> </u> !
	2 FIXTURE E			5	STANDAI	RD			ODIUM				STAN	IDARD			!
YARD ITEMS	3 FIXTURE E								IERCUR								!
ITEM CONST	HT SIZE X SIZE	AREA	UNITS	/	AGE	REM	COND	GRD	\$/UNI		UNADJUSTE	D \$PHY	FC	EC	M	ARKET VA	LUE
ITEM CONST	HT SIZE X SIZE	AREA	UNITS	/	AGE	REM	CND	GRD	\$/UNI	r	UNADJUSTE	D \$PHY	FC	EC	M	ARKET VA	LUE
AMENITY TOTAL	1	1	I	I		1	1	- I	I			1	1	1	-		0
													ΤΟΤΑΙ	L IMPR		2	01,400
			С	OMN	MENTS	<u> </u>										Ľ	



General Information

Enter Parcel or Map Number Search

Submit	Parcel 29000210	70000	2015 VALUE	S AND T	AXES DU	E IN 201	16
	Owner Name	DOLPHIN GEORGE W	MarketTaxableStartin Value Value Balanc		Other Charges and Credits	Receipts	Parcel ^S Balance
	Property Location	333 S MAIN STREET	237,400 83,090 7,552.5	7 6,518.10	325.91	0.00	14,396.58

Union County, OH - MARYSVILLE CORP PARIS TOWNSHIP - MARYSVILLE EVSD

Main Menu

General Information Land Detail Buildings Detail Value History Sales History Tax Charges and Payments Current Tax Rates Where Your Taxes Go Tax Estimator Map Sketch Property Record Card Photo Gallery Deed Record New Search

GENERAL INFORMATION

Neighborhood 4296-ICE COLLONS COM Map Number 1010428012000

Parcel Land Use Number*	Market Land	Market Buildings	Marke Tota	^{et} Taxable Land al	Taxable Buildings	Taxable Total**
<u>2900021070000</u> 420	- Small Detached Retail Stores (under 1	0,000 sq.ft.)		36,000	201,400	
	Totals: 36,000	201,400	237,400	0 12,600	70,490	83,090
			Р	ie Chart Summary	/ Level	
			A	All Parcels 🔻		
Owners	DELINQUENT T	AX	Γ	Taxable Value Allocation	-	
DOLPHIN GEORGE W	STATUS					
	Delinquent Since		2014			
	Advertised Delinquer	nt	Yes			and:15.16%
	Under Payment Cont	tract	No			
Legal Description	Certified Delinquent		No			
OL20 MARYS.CORP LT	In Bankruptcy		No			
	In Foreclosure		No	Buildings:84.84%		
OR 751 PG 667	In Dispute		No			
	Last Delinquent		n/a			

* Value may be allocated to more than one parcel. Examples: (1) The value basis for Homestead Credit may be shared between a mobile home parcel and its situs land parcel. (2) Property under one or more Tax Incentive Programs (e.g. TIF district, Enterprise Zone, etc.) may have a base parcel with pre-program values and one or more parcels with values subject to the terms of the program agreements.

** Taxable Value is 35% of Market Value for most taxpayers. The rate is 40% for mobile homes purchased prior to 2000 whose Market Value is based on a depreciation schedule. Taxable Value for Public Utility (PU) parcels is set by the State. The State does not report PU Market Value to the County, so PU Market Value is set equal to Taxable Value.

MOST RECENT TAX SAVINGS	Qualified	Tax Basis Value	Savings
Non- Business Credit	No	83,090	0.00
Owner Occupancy Credit	No	0	0.00
Homestead Credit	No	0	0.00
Other	No	0	0.00
			Total: 0.00

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union.ohiorevaluations.com/ValueHistory.aspx?Parcel=2900021070000#

Union County, OH - MARYSVILLE CORP PARIS TOWNSHIP - MARYSVILLE EVSD

Enter Parcel or Map Number Search

Submit	Parcel 290002107	70000		2015	VALUES	AND T	AXES DU	E IN 20	16
	Owner Name	DOLPHIN GEORGE W			eStarting Balance		Other Charges and Credits	Receipt	Parcel s Balance
	Property Location	333 S MAIN STREET	237,400	83,090	7,552.57	6,518.10	325.91	0.00	14,396.58

Main Menu

Land Detail **Buildings** Detail Value History Sales History

General Information

Photo Gallery Deed Record New Search

VALUE HISTORY

Land Detail										
Buildings Detail	Tax Year I	Date	Desc	cription	Market Land Value	Market Buildings Value	Market Value Total	Taxable Land Value	Taxable Buildings Value	Taxable Value Total
Value History	2015	1	1/25/2015	Certified 201	5 Tax Roll	Value	36,000	201,400		237,400
Sales History	2015	1	11/1/2015	Miscellaneous	- 2015		36,000	201,400		237,400
Tax Charges and Payments	2014	1	12/2/2014	Certified 2014	4 Tax Roll		36,000	201,400		237,400
Current Tax Rates	2014	1	0/28/2014	Miscellaneous	- 2014		36,000	201,400		237,400
Where Your Taxes Go	2013 REVAL	1	1/26/2013	Certified 2013	3 Tax Roll		36,000	201,400		237,400
	2013 REVAL	ç	9/11/2013	Reappraisal			36,000	201,400		237,400
Tax Estimator	2012	1	2/18/2012	Certified 2012	2 Tax Roll		36,000	140,000		176,000
Мар	2012	1	1/20/2012	Miscellaneous	- TAX RATE		36,000	140,000		176,000
Sketch	2011		1/6/2012	Certified 201	1 Tax Roll		36,000	140,000		176,000
Property Record Card	2011	1	0/31/2011	Miscellaneous REINITIALIZA	- Conversion - TION		36,000	140,000		176,000
Photo Gallery	2010 TRI	1	11/2/2011	Certified 2010) Tax Roll		36,000	140,000		176,000
Deed Record	2010 TRI		1/1/2010	TRI			36,000	140,000		176,000

* Taxable Value is 35% of Market Value for most taxpayers. Agricultural use further reduces the tax basis value. The rate is 40% for mobile homes purchased prior to 2000 whose Market Value is based on a depreciation schedule. Taxable Value for Public Utility (PU) parcels is set by the State. The State does not report PU Market Value to the County, so PU Market Value is set equal to Taxable Value

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Deed Record New Search union.ohiorevaluations.com/TaxChargesPayments2.aspx?Parcel=2900021070000#

Union County, OH - MARYSVILLE CORP PARIS TOWNSHIP - MARYSVILLE EVSD

Enter Parcel or Map Number Search

Submit	Parcel 29000210	70000	2015 VALUES AND TA	AXES DU	E IN 201	.6
	Owner Name	DOLPHIN GEORGE W	Real MarketTaxableStarting Estate Value Value Balance Net Tax	Other Charges and Credits	Receipts	Parcel Balance
	Property Location	333 S MAIN STREET	237,400 83,090 7,552.57 6,518.10	325.91	0.00	14,396.58

ſ	Vain Menu			
	General Information	TAX CHARGES & PAYMENTS		
	Land Detail			Mailing Address
	Buildings Detail		Mailing Address - 1st Half Tax Bill	- 2nd
	Value History		-	Half Tax
	Sales History			Bill
	Tax Charges and Payments	1st Half Due Date 2/17/2016		DOLPHIN GEORGE
	Current Tax Rates			W
	Where Your Taxes Go	2nd Half Due Date 7/13/2016	DOLPHIN GEORGE W 10080 IAMS RD	10080 IAMS RD
	Tax Estimator		PLAIN CITY, OH 43064-9695	PLAIN
	Мар			CITY, OH
	Sketch			43064- 9695
	Property Record Card	ACTIVITY FOR CALENDAR YEAR 2016 V		5055
	Photo Gallery			

	Starting Balance	1st Half 2	nd Halt	st Half enalty	2nd Half Penalty	Interest	Other Adj	Receipts	End of Calendar Year Balance
Real Estate Tax	7,552.57	3,259.05	3,259.05	325.	91	0.00	0.00	0.00	0.00
Prepayments	0.00	0.00	0.00) 0.	00	0.00	0.00	0.00	0.00
	Totals: 7,552.57	3,259.05	3,259.05	325.91	0.00	0.	00 0.00	0.00	14,396.58

7/11/2016

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	,			Final:		-	5	· · · · · · · · · · · · · · · · · · ·	50	
					ack:					
				Visit:		STREET/ROA	D	TOPOGRAPHY	PU-UTILITIES-PR	ZONING
						PAVED			WATER	AG-RES
VALUE YEAR (EFF	ERATE)	2015 (78.45)	ON SUMMARY 2014 (78.18)	2013 (75.69)	2012 (67.36)	GRAVEL			■ SEWER □ ■ GAS □	COMMERCIAL
REASON FOR CH		Misc	MISC	RAPP	TAX RATE	DIRT	x s		GAS ELECTRIC	
ESTIMATED	LAND	36,000	36,000	36,000	36,000		-			
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	TOTAL	237,400	237,400	237,400	176,000				E FACTORS	
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VALUE	IMPR	70,490	70,490	70,490	49,000	B. TOPGRHY		F. RESTRICT	J. OTHE	K/CDU
	TOTAL	83,090	83,090	83,090	61,600 4,149.48	C. EX FRONT D. QUANTITY		G. WOOD LT H. VACANCY		
NET GENERAL		6,518.10	6,495.92	6,289.36	4,149.46					
		0175	M DATE			NA 1/411	-	0		
LAND TYPE ICE:1:Primary	A:0.48	SIZE	M RATE 75,000	C	INF	M VALU 36,000		C		
	A.U.40		73,000	,		30,000				
Totals:	Total Ac	res .4800				36,000		0 36,000		

				EX WALL	A	R	OOFI	NG		Α	WIND	NOM		Α	DOC	DRS		Α	FOU	NDATIC	DN	A	FRAMI	NG	Α
				STONE			BLE/H				STORE		[OVER				SLAB			_ PF		;	
CLASS/QUALITY RANK				BRICK		SH	ED/FL	_AT			CASEN	IENT	[CRAWL	-		S	EEL		
A) FP STRUCT. STEEL FR	AME	1. BASIC		CON BLK		CO	N DE	СК			DBLH		[PILE/C)L		🗌 RI	EINF CO	ONC	
B) R.C. FRAME		2. FAIR		WD/MTL		MT	L DEC	СК			SLIDE I	3Y	[REINFO	DR			B/MASC	DN	
C) MASONRY BEARING W		3. AVE		ENAM STL		WD	DEC	к			CANOP			А					STEEL				RAME		
D) WD OR STEEL FR EX. \	WALLS	4. GOOD		ALUM/VYL		ME					LIGHTE		[STEEL	INS	S		BRICK				DLE		
S) METAL M) MILL P) PO	LE	5. EXCEL		CON PANEL		AS					SOFFIT	S	[WOOD)			STONE			🗌 TI	_T UP		
TOTAL AREA	PERIME			PLATE GLS		RU	BBER	2			CSW		[MTL				CON BI	_K		🗌 SA	NDWI	СН	
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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 A	Address:
Buyer(s):	
Seller(s):	

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by		, and		
y 1 y <u> </u>	AGENT(S)		BROKERAGE	
The seller will be represented by		, and		
1 7	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 p	protect all parties' confidential information.

□ Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _

will be working for both the buyer and seller as "dual agents". Dual agency is explained and 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)

_____ and real estate brokerage ____

will

be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of П 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*) \Box seller or \Box buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

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

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

Effective 01/01/05

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



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.

Name

(Please Print)

Name

(Please Print)

Signature

Date

Signature

Date



OhioR	ealEstateAuctions	
		(

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: September 6, 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 <u>Montgomery</u> County, OH and more commonly known as:

333 S. Main St., Marysville, OH 43040; Union County PID: 29-0002107.0000

- 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).
- BALANCE & CLOSING: The balance of the Total Contract Price shall be paid in the form required by Escrow Agent on or before <u>6 October 2016</u>. 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 <u>6 October 2016</u>, Seller agrees to offer a single extension of <u>up to 20 days and ending on 26</u> <u>October 2016</u> for a sum of <u>\$200 per day</u>. Purchaser must pay entire Extension Fee amount of <u>\$4,000</u> by certified funds to Escrow Agent and execute the Irrevocable Letter of Instruction Regarding Extension Fee PRIOR TO <u>6 October 2016 at 5:00pm EST</u>. Purchaser will be credited at closing <u>\$200</u> x the number of days prior to <u>26 October 2016</u> 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 <u>5:00pm on 26 October 2016</u>, 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 <u>None</u>; (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 <u>None</u>. 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 SOLEY 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.

- CONVEYANCE AND CLOSING: Seller shall convey marketable title to the Real Estate by <u>Warranty</u> 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): <u>of record</u>.
- 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 Seller Confirmation on auction Day.
- 17. <u>\$ (10% of Total Contract Price)</u> 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 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	L:			
	MAKE DEED TO: (print)				
			· · · T D I		
	Furchaser nas reaa, july un Print	derstands and approves the foregoing Co si	ntract 10 Purchase and gn	a acknowieages receipt of a signea copy. Date	
WI	INESS:				
	 ACTION BY OWNER: The undersigned Seller has read and fully understands the foregoing offer and hereby: Accepts said offer and agrees convey the Real Estate according to the above terms and conditions, Rejects said offer, or Counteroffers according to the modifications initial by Seller(s). Counteroffer shall become null and void if not accepted in writing on or before o'clock A.M. P.M. EASTERN STANDAR TIME on, 20 Seller acknowledges that Agency Disclosure Statement has been signed. SELLING FEES AND EXPENSES: Seller is to pay an auction selling fee and reimburse agreed expenses as per the Auction Contract. 				
	<u>Print</u>	<u>Si</u>	<u>gn</u>	Date	
SEI	LLER:				
30.				ges receipt of: <u>\$</u>	
			m		
	Bank Name				
	made payable to M & M Title Company as down payment in accordance with the terms herein provided.				
31.	BUYER BROKER COMPENSA'	TION: Co-Op Brokerage Name:			
		\$X <u>2</u> % \$			
	CO-OP AGENT NAME	OPENING BID	CO	OP AGENT SIGNATURE	
		PLUS \$ X 1% S	= \$		
		BID ADVANCE	·		
	AGENT PHONE	AGENT EN	IAIL		
	\sim				
	OhioRealEstateAuctions				



Irrevocable Letter of Instruction Re: Down Payment

I have agreed to purchase the real estate located at:

333 S. Main St., Marysville, Ohio 43040

under the terms and conditions of the attached Contract to Purchase at Public Auction dated: 6 September 2016

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

I understand the funds I have provided <u>M & M Title Company</u> are to be applied to the Total Contract Price. However, in the event I do not close on this property on or before <u>6 October 2016 at 5:00pm</u>, I irrevocably instruct <u>M & M Title Company</u> 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 <u>M & M Title Company</u> to follow the instructions of the Broker as to the distribution of my down payment.

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

I have reviewed the Contract to Purchase at Public Auction dated <u>6 September 2016</u> 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:

333 S. Main St., Marysville, Ohio 43040

under the terms and conditions of the attached Contract to Purchase at Public Auction dated: <u>6 September</u> <u>2016.</u> As per said Contract to Purchase, I agreed to close on this transaction on or before <u>6 October 2016.</u> 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 <u>6 October 2016</u>, Seller agrees to offer a single extension of <u>up to 20 days and ending on</u> <u>26 October 2016</u> for a sum of <u>\$200 per day</u>. Purchaser must pay entire Extension Fee amount of <u>\$4,000</u> by certified funds to <u>M & M Title Company</u> as Escrow Agent and execute the Irrevocable Letter of Instruction Regarding Extension Fee **PRIOR TO** <u>6 October 2016 at 5:00pm EST</u>. Purchaser will be credited at closing \$200 x the number of days prior to <u>26 October 2016</u> 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 <u>26 October 2016 at 5:00pm EST</u>, 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 <u>26 October 2016 at 5:00pm</u>, 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 <u>M & M Title Company</u> to follow the instructions of the Broker as to the distribution of my Down Payment of:

\$_____ plus the Extension Fee of **\$4,000.**

Further, I agree to hold Broker & <u>M & M Title Company</u> 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 <u>6 September 2016</u> 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: _______