REAL ESTATE AUCTION BIDDER'S PACKET

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: June 8, 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 **Bath Township**, **Greene** County, OH and known as **4931 Tanner Dr. Dayton, Ohio 45424 aka Parcel ID # A01000100030007200**.

2. **PRICE AND TERMS:** Purchaser agrees to pay the amount of the high bid $_____ plus the buyer premium of $_____ for a **Total Contract Price of** $_____ for the Real Estate as follows: A non-refundable (except in the case of a non-marketable title) down payment of $_____ to apply toward the 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 other 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.

3. **BALANCE & CLOSING:** The balance of the Purchase Price shall be paid in the form required by the closing agent on date of closing, on or before July 8, 2016. The closing date shall be automatically extended up to 30 days if Auctioneer deems necessary.

4. Buyers will close through **Ohio Real Estate Title 125 W. Main St. Fairborn, Ohio 45324 937-878-4333**.

5. If buyer does not close on or before scheduled closing date, seller may, at seller's option, extend the closing date in consideration for a sum of $**100.00** per day after original closing date.

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 nonmarketable title, Purchaser voluntarily agrees to forfeit entire down payment and may be held liable by Seller for any deficiency, plus court costs and reasonable legal fees, resulting from 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 Sellers'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 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/REAL ESTATE AGENTS INVOLVED, WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE.

9. **INDEMNITY:** Seller and Purchaser recognize that the AUCTIONEERS/BROKERS 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/BROKERS, 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 **General 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): **None**.

Buyers Initials _____ _____

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, ☐ _____ days after closing @ _____ ☐ AM ☐ PM, 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: ☑ to the high bidder regardless of price, *or* ☐ subject to seller's confirmation.
17. $ **10%** must be deposited at the time of Auction as down payment by company, corporate or personal check (presented with positive I.D). This non-refundable down payment will be applied to the contract purchase price at closing and will be held in the trust account of **Ohio Real Estate Title** as escrow agents for the sellers.
18. ☑ A ten percent Buyer Premium will be added to the high bid amount to determine the final contract-selling price paid by the purchaser. ☐ No Buyer premium will be charged.
19. Taxes will be prorated using the method in which Seller's share is based upon the number of days from the date of the immediately preceding semiannual installment (June 30 or December 31) to the date of closing. Buyer will be assuming 6 months of accrued taxes.
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 contained online was obtained by 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 Auction Company reserve the right to preclude any person from bidding if there are any questions as to the person's credentials, fitness, etc.
21. Auction Firm hereby acknowledges that they represent the Seller. An Agency Disclosure Statement must be signed by the high bidder.
22. The ☑ buyer, ☐ seller 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 will convey a good and marketable title. The ☐ buyer, ☑ seller, ☐ split 50/50, is responsible for survey cost, if a survey is required for a transfer. ***Buyer is responsible for all other costs associated with closing.**
23. By bidding, the buyer agrees to waive the 10 day post inspection for lead based paint. Buyer also agrees to waive their right to receive a Residential Property Disclosure form and their right to rescind the Contract to Purchase.

Buyers Initials _____ _____

24. Real Estate is sold through Ohio Real Estate Auctions, LLC.

25. **OTHER:**
None

26. **EXPIRATION AND APPROVAL:** This offer is void if not accepted in writing on or before **Close Of Auction** o'clock ☐ A.M ☐ P.M. ☐ Noon ☐ Midnight EASTERN STANDARD TIME _____, 20_____.

27. Make Deed to: (print) _____.

The Purchaser has read, fully understands and approves the foregoing offer 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. ☐ Noon ☐ Midnight EASTERN STANDARD TIME _____, 20____. Owner 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:	**State of Joanne E Sharp by.**	Ricky E. Sharp, Exec.	June 8, 2016
SELLER:			

FULL ADDRESS: _____

PHONE NUMBERS: _____

WITNESS: _____

30. **RECEIPT BY Ohio Real Estate Auctions, LLC:** DATE_____. I hereby acknowledge receipt of $_____ ☐ cash ☐ cashier's check ☐ personal check #_____ made payable to _____ as downpayment; ☐ other _____ in accordance with terms herein provided.

_____ $ _____ X _____% _____

CO-OP REALTOR /BROKER FIRM CO-OP AGENT / BROKER

PHONE_____

OhioRealEstateAuctions LLC

Revised 10/26/09

AGENCY DISCLOSURE STATEMENT

EQUAL HOUSING OPPORTUNITY

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: 4931 Tanner Rd Dayton, Ohio 45424

Buyer(s): _____

Seller(s): Estate Of Joanne E. Sharp

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____ (AGENT(S)), and _____ (BROKERAGE).

The seller will be represented by _____ (AGENT(S)), and _____ (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) Joe Flatter, Jr. and real estate brokerage Ohio Real 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

_____ BUYER/TENANT _____ DATE

X Estate of Joanne E. Sharp SELLER/LANDLORD _____ DATE

Ricky C. Sharp, Exec. SELLER/LANDLORD 6/8/2016 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.

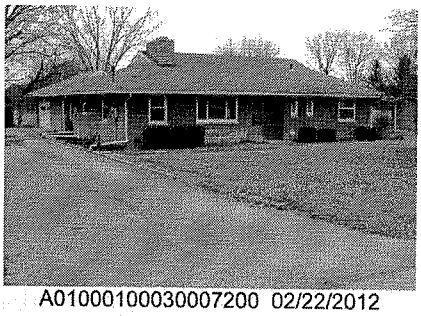
Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100

EQUAL HOUSING OPPORTUNITY

SUBJECT PROPERTY

Parcel ID:	A01000100030007200	**Taxing District:**	BATH TWP FCSD
Owner Name:	SHARP JOANNE E	**Acres:**	
		Class:	RESIDENTIAL
Property Address:	4931 TANNER DR	**Land Use:**	510
		Land Use Codes	
Mailing Address:	4931 TANNER DR DAYTON OH 45424	**Neighborhood Code:**	00122009
		Zoning:	
Description:	ADAMS 4 ALL	**Delinquent Taxes Due:**	$0.00
	LOT 44		
	4931 TANNER DR		



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General Property Details

Value Details

	APPRAISED	ASSESSED (35%)
IMPROVEMENT VALUE	$96,240.00	$33,680.00
LAND VALUE	$24,400.00	$8,540.00
TOTAL VALUE	$120,640.00	$42,220.00
CAUV (FARM) VALUE	$0.00	$0.00

Improvement Details - Additions

LOWER	FIRST	SECOND	THIRD	AREA	VALUE
	MASONRY			160	$8,200.00
	MASONRY GARAGE			660	$17,800.00

Out Building Improvement Details

OBY DESCRIPTION	YEAR BUILT	AREA	VALUE
FOUR SIDE WD POLE BLDG	1900	320	$980.00

Land Details

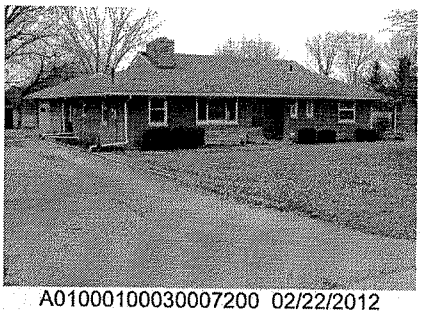
TYPE	DESCRIPTION	EFFECTIVE FRONTAGE	DEPTH	SQ FOOTAGE	ACRES	VALUE
FRONT FOOT	Regular Lot	$100.00	204	20400	0.4683	24400

Agricultural Details

SOIL TYPE	SOIL DESC	USE TYPE	ACRES	AGRICULTURAL USE VALUE
No data to display				

SUBJECT PROPERTY

Parcel ID:	A01000100030007200	**Taxing District:**	BATH TWP FCSD
Owner Name:	SHARP JOANNE E	**Acres:**	
		Class:	RESIDENTIAL
Property Address:	4931 TANNER DR	**Land Use:**	510
		Land Use Codes	
Mailing Address:	4931 TANNER DR DAYTON OH 45424	**Neighborhood Code:**	00122009
		Zoning:	
Description:	ADAMS 4 ALL	**Delinquent Taxes Due:**	$0.00
	LOT 44		
	4931 TANNER DR		



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Residential Details

Card #:	1	**Sq. Feet:**	1548	**Year Built:**	1952
Stories:	1.00	**Exterior Walls:**	BRICK	**Style:**	RANCH
Rooms:	6	**Bedrooms:**	3	**Family Room:**	0
Full Baths:	1	**Half Baths:**	0	**Additional Fixtures:**	2
Fireplaces:	1	**Basement:**	FULL	**Rec Room Area:**	
Unfinished Area:		**Attic:**	NONE	**Heat/Air:**	CENTRAL AIR CONDITION
Fuel Type:	GAS				

SUBJECT PROPERTY

Parcel ID:	A01000100030007200	**Taxing District:**	BATH TWP FCSD
Owner Name:	SHARP JOANNE E	**Acres:**	
		Class:	RESIDENTIAL
Property Address:	4931 TANNER DR	**Land Use:**	510
		Land Use Codes	
Mailing Address:	4931 TANNER DR DAYTON OH 45424	**Neighborhood Code:**	00122009
		Zoning:	
Description:	ADAMS 4 ALL	**Delinquent Taxes Due:**	$0.00
	LOT 44		
	4931 TANNER DR		

A01000100030007200 02/22/2012

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Tax Details

2015 TAX DETAIL - PAYABLE 2016

	PRIOR DELQ	FIRST HALF	SECOND HALF	TOTAL
GROSS PROPERTY TAXES	$0.00	$1,715.20	$1,715.20	$3,430.40
TAX REDUCTION	$0.00	($449.15)	($449.15)	($898.30)
SUB TOTAL	$0.00	$1,266.05	$1,266.05	$2,532.10
NON-BUSINESS CREDIT	$0.00	($121.96)	($121.96)	($243.92)
OWNER OCCUPANCY CREDIT	$0.00	$0.00	$0.00	$0.00
HOMESTEAD REDUCTION	$0.00	$0.00	$0.00	$0.00
FARM RECOUPMENT	$0.00	$0.00	$0.00	$0.00
INTEREST/PENALTY	$0.00	$0.00	$0.00	$0.00
NET TAXES CHARGED	$0.00	$1,144.09	$1,144.09	$2,288.18
NET TAXES PAID	$0.00	($1,144.09)	$0.00	($1,144.09)
NET TAXES OWED	$0.00	$0.00	$1,144.09	$1,144.09
SPECIAL ASSESSMENT CHARGED	$0.00	$0.00	$0.00	$0.00
SPECIAL ASSESSMENT PAID	$0.00	$0.00	$0.00	$0.00
SPECIAL ASSESSMENT OWED	$0.00	$0.00	$0.00	$0.00
TOTAL AMOUNT CHARGED	$0.00	$1,144.09	$1,144.09	$2,288.18
TOTAL AMOUNT PAID	$0.00	($1,144.09)	$0.00	($1,144.09)
TOTAL AMOUNT OWED	$0.00	$0.00	$1,144.09	$1,144.09

2015 SPECIAL ASSESSMENTS

PROJECT NO	PROJECT NAME	1ST HALF TAX	2ND HALF TAX
No data to display			

TAX SUMMARY INFORMATION

TAX YEAR	DESCRIPTION	DELQ / INTREST	1ST HALF TAX	2ND HALF TAX	TOTAL TAXES
2015	REAL ESTATE TAXES	$0.00	$1,144.09	$1,144.09	$2,288.18
2014	REAL ESTATE TAXES	$0.00	$1,105.60	$1,105.60	$2,211.20
2013	REAL ESTATE TAXES	$0.00	$936.97	$936.97	$1,873.94
2012	REAL ESTATE TAXES	$0.00	$693.50	$693.50	$1,387.00
2011	REAL ESTATE TAXES	$0.00	$695.35	$695.35	$1,390.70
2010	REAL ESTATE TAXES	$0.00	$933.03	$933.03	$1,866.06
2009	REAL ESTATE TAXES	$0.00	$916.00	$916.00	$1,832.00
2008	REAL ESTATE TAXES	$0.00	$900.97	$900.97	$1,801.94
2007	REAL ESTATE TAXES	$0.00	$858.33	$858.33	$1,716.66
2006	REAL ESTATE TAXES	$0.00	$842.59	$842.59	$1,685.18

Page 1 of 3 (21 items) 1 2 3

PAYMENT INFORMATION FOR CURRENT AND PRIOR YEARS

DATE	TYPE	DESCRIPTION	DELQ / INTEREST	1ST HALF	2ND HALF
2/22/2016	REAL	REAL ESTATE TAXES	$0.00	$1,144.09	$0.00
7/22/2015	REAL	REAL ESTATE TAXES	$0.00	$0.00	$1,105.60
2/27/2015	REAL	REAL ESTATE TAXES	$0.00	$1,105.60	$0.00
6/30/2014	REAL	REAL ESTATE TAXES	$0.00	$0.00	$936.97
2/18/2014	REAL	REAL ESTATE TAXES	$0.00	$936.97	$0.00
6/25/2013	REAL	REAL ESTATE TAXES	$0.00	$0.00	$693.50
2/25/2013	REAL	REAL ESTATE TAXES	$0.00	$693.50	$0.00
6/28/2012	REAL	REAL ESTATE TAXES	$0.00	$0.00	$695.35
2/10/2012	REAL	REAL ESTATE TAXES	$0.00	$695.35	$0.00
7/19/2011	REAL	REAL ESTATE TAXES	$0.00	$0.00	$933.03

Page 1 of 4 (31 items) 1 2 3 4