

HOME AUCTION

Thursday, June 2, 2016 @ 6 P.M.



Located: 220 W. Johnson St.
Upper Sandusky, OH 43351

REAL ESTATE: 4 bedroom, 1-1/2 bath two story home w/full basement, one car attached garage, fenced in backyard on a 42' x 100' lot. Located near the Wyandot County Museum. *Live & Online Bidding Available. Visit wmsohio.com for link to online bidding.*

Terms: A non-refundable down payment of \$3,000 due auction day with cash or check, balance due at closing within 45 days. Taxes: Prorated. Possession: 10 days after closing.

INSPECTION: Sun. May 22 & Mon. May 23 (4:30-5:00pm)



4 BR
1-1/2 Bath
1,792 Sq. Ft.

ROOM SIZES

Living Room: 12' x 27'6"
 Family Room: 10'5" x 19'7"
 Dining Room: 6' x 14'
 Kitchen: 9'6" x 10'11"
 Bedroom: 9'8" x 13'5"
 Bedroom: 10' x 19'1"
 Bedroom: 12'2" x 13'3"
 Bedroom: 9'8" x 12'3"
 Bathroom: 10'1" x 6'3"

OTHER INFO

Block Foundation
 Gas Hot Water Heater
 Gas Forced Air Furnace
 One Car Attached Garage
 Aluminum Siding
 Shingle Roof
 100 Amp Service
 Full Year Taxes: \$898.78



.....
*Sherry Lynn McKelvey, Successor Trustee
of the Jeannette Perri Living Trust, Owner
Jeff Roth, Attorney
Roth & Bacon Attorneys, llc*

*WMS Marketing Services, llc
Ohio Real Estate Auctions
Auctioneer: Paul Wagner*



1400 E. Wyandot Ave.
Upper Sandusky, OH 43351
419-294-4366 or paul@wmsohio.com

www.wmsohio.com





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: 220 W. Johnson St., Upper Sandusky, Ohio 43351

Buyer(s): _____

Seller(s): Jeannette Perri Trustee

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

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

The seller will be represented by _____ and _____
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

- Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Paul J. Wagner and real estate brokerage Ohio Real Estate Auctions 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 _____

Paul J. Wagner Successor Trustee of the
 SELLER/LANDLORD _____ DATE _____
Jeannette Perri Trust 5/19/16
 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, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to sign below, acknowledging receipt of this Consumer Guide. Your signature will not obligate you to work with our company if you do not choose to do so.

Sherry L. McKeeney Successor Trustee

of the Jeanette Reed Trust
Name (Please Print)

Name (Please Print)

Sherry L. McKeeney Successor Trustee
of the Jeanette Reed Trust
Signature Date

Signature Date





STATE OF OHIO
DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

Purpose of Disclosure Form: This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).

Owner's Statement: The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

OWNER INSTRUCTIONS

Instructions to Owner: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials AKM Date 5/11/16
Owner's Initials _____ Date _____

Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____



STATE OF OHIO DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301:5-6-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address: 220 W. JOHNSON ST Upper Sandusky, OH 43351

Owners Name(s): SHERRY L. MCKELVEY SUCCESSOR TRUSTEE OF JEANETTE PERAI TRUST

Date: May 19th, 2016

Owner is not occupying the property. If owner is occupying the property, since what date: If owner is not occupying the property, since what date: N/A

THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):

- Public Water Service, Private Water Service, Private Well, Shared Well, Holding Tank, Cistern, Spring, Pond, Unknown, Other

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? No

Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) No

B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

- Public Sewer, Leach Field, Unknown, Private Sewer, Aeration Tank, Other, Septic Tank, Filtration Bed

If not a public or private sewer, date of last inspection: Inspected By:

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property? No

Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? No

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? No

Owner's Initials JLM Date 5/19/16

Purchaser's Initials Date

Property Address 220 W. JOHNSON St UPPER SANDUSKY OH 44851

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? Yes No

If "Yes", please describe and indicate any repairs completed: _____

Have you ever had the property inspected for mold by a qualified inspector? Yes No

If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: _____

Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?

Yes No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): _____

Do you know of any previous or current fire or smoke damage to the property? Yes No

If "Yes", please describe and indicate any repairs completed: _____

F) WOOD DESTROYING INSECTS/TERMITES: Do you know of any previous/current presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites? Yes No
If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): _____

G) MECHANICAL SYSTEMS: Do you know of any previous or current problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

	YES	NO	N/A		YES	NO	N/A
1) Electrical	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Central heating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years): _____

H) PRESENCE OF HAZARDOUS MATERIALS: Do you know of the previous or current presence of any of the below identified hazardous materials on the property?

	Yes	No	Unknown
1) Lead-Based Paint	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. If "Yes", indicate level of gas if known _____			
5) Other toxic or hazardous substances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: _____

Owner's Initials DM Date 5/14/16
Owner's Initials _____ Date _____

Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____

Property Address 220 W. JOHNSON ST UPPER Sandusky OH 44851

I) UNDERGROUND STORAGE TANKS/WELLS: Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property? Yes No
If "Yes", please describe: _____

Do you know of any oil, gas, or other mineral right leases on the property? Yes No

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.

J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA: Yes No Unknown
Is the property located in a designated flood plain?
Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?

K) DRAINAGE/EROSION: Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property? Yes No
If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): _____

L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOMEOWNERS' ASSOCIATION: Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? Yes No
If "Yes", please describe: _____

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property). Yes No
If "Yes", please describe: _____

Do you know of any recent or proposed assessments, fees or abateements, which could affect the property? Yes No
If "Yes", please describe: _____

List any assessments paid in full (date/amount) _____
List any current assessments: _____ monthly fee _____ Length of payment (years _____ months _____)

Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc. Yes No
If "Yes", please describe (amount) _____

M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS: Do you know of any of the following conditions affecting the property?

	Yes	No		Yes	No
1) Boundary Agreement	<input type="checkbox"/>	<input type="checkbox"/>	4) Shared Driveway	<input type="checkbox"/>	<input type="checkbox"/>
2) Boundary Dispute	<input type="checkbox"/>	<input type="checkbox"/>	5) Party Walls	<input type="checkbox"/>	<input type="checkbox"/>
3) Recent Boundary Change	<input type="checkbox"/>	<input type="checkbox"/>	6) Encroachments From or on Adjacent Property	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe: _____

N) OTHER KNOWN MATERIAL DEFECTS: The following are other known material defects in or on the property: _____

For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

Owner's Initials SM Date 5/19/16
Owner's Initials _____ Date _____

Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____

Property Address 220 W. JOHNSON ST. UPPER SANDUSKY OH 48351

CERTIFICATION OF OWNER

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

OWNER: *Sheriff of McHenry Successor Trustee* DATE: May 19th 2016
OWNER: _____ DATE: _____

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered prior to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.

Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at www.dnr.state.oh.us.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

PURCHASER: _____ DATE: _____
PURCHASER: _____ DATE: _____

ADDENDUM #3

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS For use by Members of the Heartland Board of REALTORS® when concerned with SALES of residential real property.

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property Address: 220 W. Johnson St., Upper Sandusky, Ohio 43351
Street/P.O. Box City State Zip

- I. SELLER'S DISCLOSURE (Check appropriate boxes and initial on lines provided.)
A. Presence of lead-based paint and/or lead-based paint hazards. [Check (1) or (2)]
(1) Known lead-based paint and/or lead-based paint hazards are present in the housing. Explain:
(2) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
B. Records and reports available to the seller. [Check either (1) or (2)]
(1) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents in the space provided).
(2) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

- II. PURCHASER'S ACKNOWLEDGEMENT (Initial on lines provided.)
A. Purchaser has received copies of all information listed above. (See I B)
B. Purchaser has received the pamphlet "Protect Your Family from Lead in Your Home."
C. Purchaser has: [Check (1) or (2)]
(1) Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards (Attach Lead-Based Paint Inspection Addendum); OR
(2) Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

III. AGENT'S ACKNOWLEDGEMENT (Initial on line provided.)
Agent has informed the Seller of the Seller's obligation under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

IV. CERTIFICATION OF ACCURACY
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Handwritten signatures and dates for Seller, Purchaser, and Agent. Includes date 5-19-16 and reference (HBOR-LP2-030304).

CRANE TOWNSHIP
 UPPER SANDUSKY CORPORATION 00060
 5/20/16
 9/30/96
 9/30/96
 9/30/96
 9/30/96
 OC W PT E1/2
 220 W JOHNSON ST OH 43351-1345
 UPPER SANDUSKY

real property record
 5/20/16
 9/30/96
 9/30/96
 9/30/96
 9/30/96
 OC W PT E1/2
 220 W JOHNSON ST OH 43351-1345
 UPPER SANDUSKY

WYANDOT COUNTY, OHIO
 GEORGE W. KIPZLER
 3013-3012
 510
 510
 5110
 77230
 82340t
 1790
 27030
 28820t
 23.46
 821.12
 839.70
 841.36
 898.78

ADDITIONAL INFORMATION
 6-703620.0000
 068-1-058
 2017
 2016
 2015
 2014
 2013
 2012
 2011
 2010
 2009
 2008
 2007
 2006
 2005
 2004
 2003
 2002
 2001
 2000
 1999
 1998
 1997
 1996
 1995
 1994
 1993
 1992
 1991
 1990
 1989
 1988
 1987
 1986
 1985
 1984
 1983
 1982
 1981
 1980
 1979
 1978
 1977
 1976
 1975
 1974
 1973
 1972
 1971
 1970
 1969
 1968
 1967
 1966
 1965
 1964
 1963
 1962
 1961
 1960
 1959
 1958
 1957
 1956
 1955
 1954
 1953
 1952
 1951
 1950
 1949
 1948
 1947
 1946
 1945
 1944
 1943
 1942
 1941
 1940
 1939
 1938
 1937
 1936
 1935
 1934
 1933
 1932
 1931
 1930
 1929
 1928
 1927
 1926
 1925
 1924
 1923
 1922
 1921
 1920
 1919
 1918
 1917
 1916
 1915
 1914
 1913
 1912
 1911
 1910
 1909
 1908
 1907
 1906
 1905
 1904
 1903
 1902
 1901
 1900
 1899
 1898
 1897
 1896
 1895
 1894
 1893
 1892
 1891
 1890
 1889
 1888
 1887
 1886
 1885
 1884
 1883
 1882
 1881
 1880
 1879
 1878
 1877
 1876
 1875
 1874
 1873
 1872
 1871
 1870
 1869
 1868
 1867
 1866
 1865
 1864
 1863
 1862
 1861
 1860
 1859
 1858
 1857
 1856
 1855
 1854
 1853
 1852
 1851
 1850
 1849
 1848
 1847
 1846
 1845
 1844
 1843
 1842
 1841
 1840
 1839
 1838
 1837
 1836
 1835
 1834
 1833
 1832
 1831
 1830
 1829
 1828
 1827
 1826
 1825
 1824
 1823
 1822
 1821
 1820
 1819
 1818
 1817
 1816
 1815
 1814
 1813
 1812
 1811
 1810
 1809
 1808
 1807
 1806
 1805
 1804
 1803
 1802
 1801
 1800
 1799
 1798
 1797
 1796
 1795
 1794
 1793
 1792
 1791
 1790
 1789
 1788
 1787
 1786
 1785
 1784
 1783
 1782
 1781
 1780
 1779
 1778
 1777
 1776
 1775
 1774
 1773
 1772
 1771
 1770
 1769
 1768
 1767
 1766
 1765
 1764
 1763
 1762
 1761
 1760
 1759
 1758
 1757
 1756
 1755
 1754
 1753
 1752
 1751
 1750
 1749
 1748
 1747
 1746
 1745
 1744
 1743
 1742
 1741
 1740
 1739
 1738
 1737
 1736
 1735
 1734
 1733
 1732
 1731
 1730
 1729
 1728
 1727
 1726
 1725
 1724
 1723
 1722
 1721
 1720
 1719
 1718
 1717
 1716
 1715
 1714
 1713
 1712
 1711
 1710
 1709
 1708
 1707
 1706
 1705
 1704
 1703
 1702
 1701
 1700
 1699
 1698
 1697
 1696
 1695
 1694
 1693
 1692
 1691
 1690
 1689
 1688
 1687
 1686
 1685
 1684
 1683
 1682
 1681
 1680
 1679
 1678
 1677
 1676
 1675
 1674
 1673
 1672
 1671
 1670
 1669
 1668
 1667
 1666
 1665
 1664
 1663
 1662
 1661
 1660
 1659
 1658
 1657
 1656
 1655
 1654
 1653
 1652
 1651
 1650
 1649
 1648
 1647
 1646
 1645
 1644
 1643
 1642
 1641
 1640
 1639
 1638
 1637
 1636
 1635
 1634
 1633
 1632
 1631
 1630
 1629
 1628
 1627
 1626
 1625
 1624
 1623
 1622
 1621
 1620
 1619
 1618
 1617
 1616
 1615
 1614
 1613
 1612
 1611
 1610
 1609
 1608
 1607
 1606
 1605
 1604
 1603
 1602
 1601
 1600
 1599
 1598
 1597
 1596
 1595
 1594
 1593
 1592
 1591
 1590
 1589
 1588
 1587
 1586
 1585
 1584
 1583
 1582
 1581
 1580
 1579
 1578
 1577
 1576
 1575
 1574
 1573
 1572
 1571
 1570
 1569
 1568
 1567
 1566
 1565
 1564
 1563
 1562
 1561
 1560
 1559
 1558
 1557
 1556
 1555
 1554
 1553
 1552
 1551
 1550
 1549
 1548
 1547
 1546
 1545
 1544
 1543
 1542
 1541
 1540
 1539
 1538
 1537
 1536
 1535
 1534
 1533
 1532
 1531
 1530
 1529
 1528
 1527
 1526
 1525
 1524
 1523
 1522
 1521
 1520
 1519
 1518
 1517
 1516
 1515
 1514
 1513
 1512
 1511
 1510
 1509
 1508
 1507
 1506
 1505
 1504
 1503
 1502
 1501
 1500
 1499
 1498
 1497
 1496
 1495
 1494
 1493
 1492
 1491
 1490
 1489
 1488
 1487
 1486
 1485
 1484
 1483
 1482
 1481
 1480
 1479
 1478
 1477
 1476
 1475
 1474
 1473
 1472
 1471
 1470
 1469
 1468
 1467
 1466
 1465
 1464
 1463
 1462
 1461
 1460
 1459
 1458
 1457
 1456
 1455
 1454
 1453
 1452
 1451
 1450
 1449
 1448
 1447
 1446
 1445
 1444
 1443
 1442
 1441
 1440
 1439
 1438
 1437
 1436
 1435
 1434
 1433
 1432
 1431
 1430
 1429
 1428
 1427
 1426
 1425
 1424
 1423
 1422
 1421
 1420
 1419
 1418
 1417
 1416
 1415
 1414
 1413
 1412
 1411
 1410
 1409
 1408
 1407
 1406
 1405
 1404
 1403
 1402
 1401
 1400
 1399
 1398
 1397
 1396
 1395
 1394
 1393
 1392
 1391
 1390
 1389
 1388
 1387
 1386
 1385
 1384
 1383
 1382
 1381
 1380
 1379
 1378
 1377
 1376
 1375
 1374
 1373
 1372
 1371
 1370
 1369
 1368
 1367
 1366
 1365
 1364
 1363
 1362
 1361
 1360
 1359
 1358
 1357
 1356
 1355
 1354
 1353
 1352
 1351
 1350
 1349
 1348
 1347
 1346
 1345
 1344
 1343
 1342
 1341
 1340
 1339
 1338
 1337
 1336
 1335
 1334
 1333
 1332
 1331
 1330
 1329
 1328
 1327
 1326
 1325
 1324
 1323
 1322
 1321
 1320
 1319
 1318
 1317
 1316
 1315
 1314
 1313
 1312
 1311
 1310
 1309
 1308
 1307
 1306
 1305
 1304
 1303
 1302
 1301
 1300
 1299
 1298
 1297
 1296
 1295
 1294
 1293
 1292
 1291
 1290
 1289
 1288
 1287
 1286
 1285
 1284
 1283
 1282
 1281
 1280
 1279
 1278
 1277
 1276
 1275
 1274
 1273
 1272
 1271
 1270
 1269
 1268
 1267
 1266
 1265
 1264
 1263
 1262
 1261
 1260
 1259
 1258
 1257
 1256
 1255
 1254
 1253
 1252
 1251
 1250
 1249
 1248
 1247
 1246
 1245
 1244
 1243
 1242
 1241
 1240
 1239
 1238
 1237
 1236
 1235
 1234
 1233
 1232
 1231
 1230
 1229
 1228
 1227
 1226
 1225
 1224
 1223
 1222
 1221
 1220
 1219
 1218
 1217
 1216
 1215
 1214
 1213
 1212
 1211
 1210
 1209
 1208
 1207
 1206
 1205
 1204
 1203
 1202
 1201
 1200
 1199
 1198
 1197
 1196
 1195
 1194
 1193
 1192
 1191
 1190
 1189
 1188
 1187
 1186
 1185
 1184
 1183
 1182
 1181
 1180
 1179
 1178
 1177
 1176
 1175
 1174
 1173
 1172
 1171
 1170
 1169
 1168
 1167
 1166
 1165
 1164
 1163
 1162
 1161
 1160
 1159
 1158
 1157
 1156
 1155
 1154
 1153
 1152
 1151
 1150
 1149
 1148
 1147
 1146
 1145
 1144
 1143
 1142
 1141
 1140
 1139
 1138
 1137
 1136
 1135
 1134
 1133
 1132
 1131
 1130
 1129
 1128
 1127
 1126
 1125
 1124
 1123
 1122
 1121
 1120
 1119
 1118
 1117
 1116
 1115
 1114
 1113
 1112
 1111
 1110
 1109
 1108
 1107
 1106
 1105
 1104
 1103
 1102
 1101
 1100
 1099
 1098
 1097
 1096
 1095
 1094
 1093
 1092
 1091
 1090
 1089
 1088
 1087
 1086
 1085
 1084
 1083
 1082
 1081
 1080
 1079
 1078
 1077
 1076
 1075
 1074
 1073
 1072
 1071
 1070
 1069
 1068
 1067
 1066
 1065
 1064
 1063
 1062
 1061
 1060
 1059
 1058
 1057
 1056
 1055
 1054
 1053
 1052
 1051
 1050
 1049
 1048
 1047
 1046
 1045
 1044
 1043
 1042
 1041
 1040
 1039
 1038
 1037
 1036
 1035
 1034
 1033
 1032
 1031
 1030
 1029
 1028
 1027
 1026
 1025
 1024
 1023
 1022
 1021
 1020
 1019
 1018
 1017
 1016
 1015
 1014
 1013
 1012
 1011
 1010
 1009
 1008
 1007
 1006
 1005
 1004
 1003
 1002
 1001
 1000
 999
 998
 997
 996
 995
 994
 993
 992
 991
 990
 989
 988
 987
 986
 985
 984
 983
 982
 981
 980
 979
 978
 977
 976
 975
 974
 973
 972
 971
 970
 969
 968
 967
 966
 965
 964
 963
 962
 961
 960
 959
 958
 957
 956
 955
 954
 953
 952
 951
 950
 949
 948
 947
 946
 945
 944
 943
 942
 941
 940
 939
 938
 937
 936
 935
 934
 933
 932
 931
 930
 929
 928
 927
 926
 925
 924
 923
 922
 921
 920
 919
 918
 917
 916
 915
 914
 913
 912
 911
 910
 909
 908
 907
 906
 905
 904
 903
 902
 901
 900
 899
 898
 897
 896
 895
 894
 893
 892
 891
 890
 889
 888
 887
 886
 885
 884
 883
 882
 881
 880
 879
 878
 877
 876
 875
 874
 873
 872
 871
 870
 869
 868
 867
 866
 865
 864
 863
 862
 861
 860
 859
 858
 857
 856
 855
 854
 853
 852
 851
 850
 849
 848
 847
 846
 845
 844
 843
 842
 841
 840
 839
 838
 837
 836
 835
 834
 833
 832
 831
 830
 829
 828
 827
 826
 825
 824
 823
 822
 821
 820
 819
 818
 817
 816
 815
 814
 813
 812
 811
 810
 809
 808
 807
 806
 805
 804
 803
 802
 801
 800
 799
 798
 797
 796
 795
 794
 793
 792
 791
 790
 789
 788
 787
 786
 785
 784
 783
 782
 781
 780
 779
 778
 777
 776
 775
 774
 773
 772
 771
 770
 769
 768
 767
 766
 765
 764
 763
 762
 761
 760
 759
 758
 757
 756
 755
 754
 753
 752
 751
 750
 749
 748
 747
 746
 745
 744
 743
 742
 741
 740
 739
 738
 737
 736
 735
 734
 733
 732
 731
 730
 729
 728
 727
 726
 725
 724
 723
 722
 721
 720
 719
 718
 717
 716
 715
 714
 713
 712
 711
 710
 709
 708
 707
 706
 705
 704
 703
 702
 701
 700
 699
 698
 697
 696
 695
 694
 693
 692
 691
 690
 689
 688
 687
 686
 685
 684
 683
 682
 681
 680
 679
 678
 677
 676
 675
 674
 673
 672
 671
 670





Irrevocable Letter of Instruction Re: Down Payment

I have purchased the real estate located at 220 W. Johnson St., Upper Sandusky, Ohio 43351
under the terms and conditions of the attached Contract to Purchase at Public Auction dated
June 2, 2016.

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

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

Paragraph 2 states:

A non-refundable (except in the case of a non-marketable title) down payment of \$3,000.00 to apply toward Purchase Price and to be deposited by Broker, upon acceptance of this offer, in a non-interest bearing trust account pending closing. In the event this Contract to Purchase does not close for any reason than as agreed, Purchaser agrees that the down payment shall be rebursed by Broker 5 days from closing date unless Broker is previously notified in writing by purchaser that litigation has been filed with a court of competent jurisdiction. A copy of the filing must be attached.

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

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

I have reviewed the Contract to Purchase at Public Auction dated June 2, 2016, and this Irrevocable Letter of Instruction:

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

Dated: June 2, 2016
