



Online-Only Real Estate Auction
Bidding starts ending:
Tuesday, February 14th @ 11:33am
6364 N. Main Street
Dayton, Ohio 45415

**Internet
Bidding
Only**

2 Tracts offered Separately.



Tract 1: 6364 N. Main; PID: E20 17504 0016; 1,450 SF Single-family residence with former 2,175 SF Veterinary Clinic/Kennel attached built in 1940 on .6733 acre lot. Residence and commercial areas are separately metered for gas and electric. Residence includes 3BR, 1.5 Ba, Kit, LR, DR, FR, Utility room, enclosed porch with fireplace, and 47x21 attic with high ceiling. Commercial area includes 6 rooms: 36x20; 20x17; 15x13; 20x11; 14x11 & 20x15. Bonus well located on the property. Recently Re-zoned B-1. This property has been immaculately maintained! Numerous possible uses with 20,000+ car count on N. Main and easy ingress/egress on Eastdale. Annual Taxes \$7,159.46.

Tax appraised at \$146,800 ~Minimum Bid ONLY \$50,000

Tract 2: 6324 N. Main; PID: E20 17503 0036; .5872 acre vacant lot. 2 curb cuts on n. Main St. Bonus well on lot. Annual Taxes \$1,195.18.

Tax appraised at \$32,000 ~ Minimum Bid ONLY \$5,000

Inspection: Saturday, February 11th from 11:00am to 12:00pm.

Terms: 1) As-Is; 2) No contingencies for financing or inspection; 3) 10% Buyer premium in effect; 4) Short tax proration; 5) Buyer pays all closing costs; 6) 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 on or before February 28, 2017.

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 end time; 2) Accompany your client to the scheduled Inspection or showing; 3) Guide buyer to closing. **NOTE:** If bidding online, you must register your client with auctioneer prior to client's online registration.

Tim Lile, CAI – Auctioneer; (937)689-1846; timlileauctioneer@gmail.com

www.OhioRealEstateAuctions.com

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.

PARID: E20 17504 0016
PARCEL LOCATION: 6364 MAIN ST N

NBHD CODE: C3502000

[Click here to view neighborhood map](#)

Owner

Name
 MAIN-DALE LLC

Mailing

Name: MAIN-DALE LLC
 Mailing Address: 36 EASTDALE DR
 City, State, Zip: DAYTON, OH 45415 2928

Legal

Legal Description: 16 PT MARTINDALE
 Land Use Description: C - OTHER COMMERCIAL STRUCTURES
 Acres: .6733
 Deed:
 Tax District Name: HARRISON TWP-DAYTON CSD

Sales

Date	Sale Price	Deed Reference	Seller	Buyer
15-DEC-99			OLDHAM CARL M + MARY H	OLDHAM CARL M TR AND
10-MAR-11		201100018229	OLDHAM CARL M TR AND	OLDHAM MARY H
04-AUG-11		201100045612	OLDHAM MARY H	OLDHAM LARRY TR
07-OCT-14		201400053657	OLDHAM LARRY TR	OLDHAM LARRY N AND
07-OCT-14		201400053658	OLDHAM LARRY N AND	MAIN-DALE LLC

Values

	***** TENTATIVE VALUES *****	
	35%	100%
Land	18,130	51,800
Improvements	33,250	95,000
CAUV	0	0
Total	51,380	146,800
	***** TENTATIVE VALUES *****	

Building

Exterior Wall Material: STUCCO
 Building Style: CAPE COD
 Number of Stories: 1
 Year Built: 1940
 Total Rms/Bedrms/Baths/Half Baths: 7/3/1/1
 Square Feet of Living Area: 1,450
 Finished Basemt Living Area (Sq. Ft.): 0
 Rec Room (Sq. Ft.): 0
 Total Square Footage: 1,450
 Basement: NONE
 Central Heat/Air Cond: CENTRAL HEAT WITH A/C
 Heating System Type: HOT AIR
 Heating Fuel Type: GAS

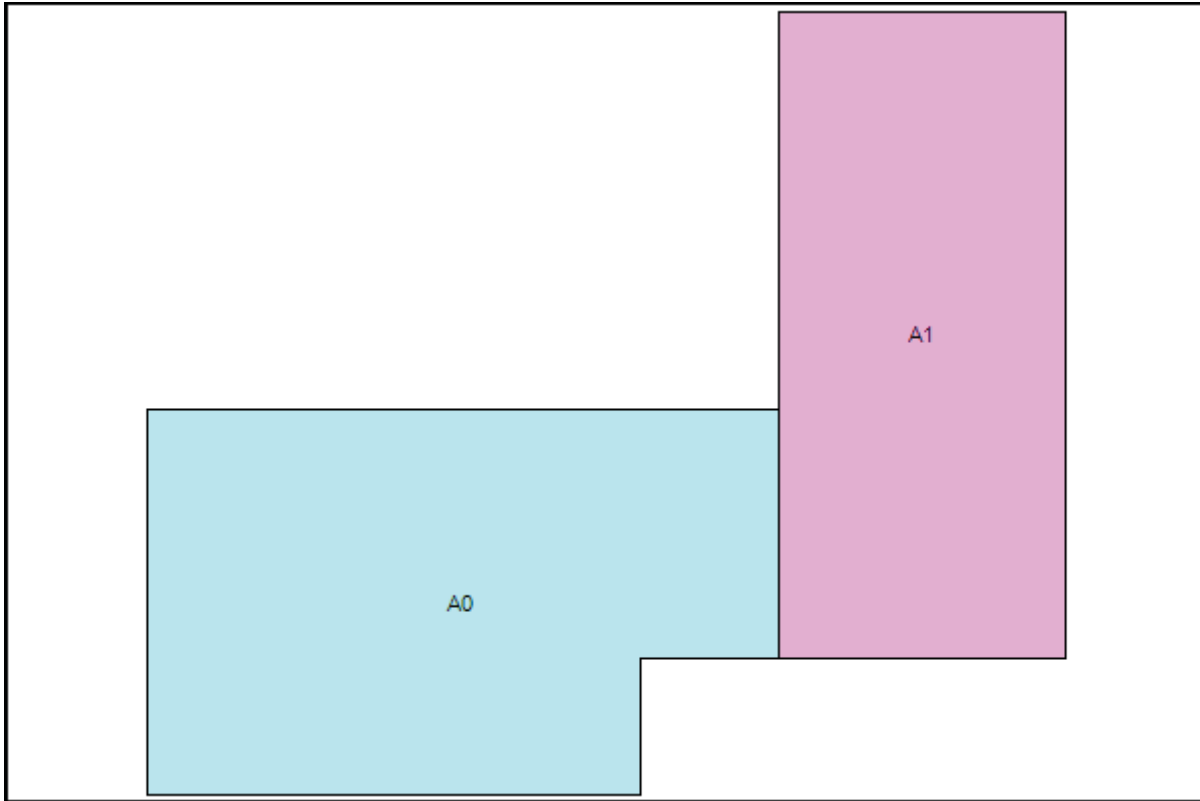
Number of Fireplaces(Masonry) 1
Number of Fireplaces(Prefab)

Current Year Rollback Summary

Non Business Credit	\$0.00
Owner Occupancy Credit	\$0.00
Homestead	\$0.00
City of Dayton Credit	\$0.00
Reduction Factor	\$0.00

Tax Summary

Year	Prior Year	Prior Year Payments	1st Half Due 2/19/2016	1st Half Payments	2nd Half Due 7/15/2016	2nd Half Payments	Total Currently Due
2016	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



PARID: E20 17504 0016
PARCEL LOCATION: 6364 MAIN ST N

NBHD CODE: C3502000

Residential Property Data

Building Style	CAPE COD
Exterior Wall Material	STUCCO
Number of Stories	1
Year Built	1940
Total Rooms	7
Bedrms	3
Baths	1
Half Baths	1
Square Feet of Living Area	1,450
Finished Basement Sq. Ft.	0
Rec. Room Sq. Ft.	0
Total Square Footage	1,450
Basement	NONE
Central Heat/Air Cond	CENTRAL HEAT WITH A/C
Heat System	HOT AIR
Heating Fuel Type	GAS
Number of Fireplaces(Stacked)	1
Number of Fireplaces(Prefab)	

Commercial Property Data

Primary Use of Building	105
Year Built	1940
Number of Stories	01
Number of Units	
Building Gross Floor Area	2669
Number of Bedrooms	

Line	Description	Square Footage	Value	
1	MULTI USE SALES		1,188	13,250
2	ULTI USE STORAGE		987	10,580
3	ULTI USE STORAGE		494	4,190

Out Building

1 of 2

Improvement	ASPHALT OR BLACKTOP PAVING
Quantity	1
Size (sq. ft)	5000
Year Built	1965
Grade	C
Condition	AVERAGE
Value	4050

PARID: E20 17504 0016
PARCEL LOCATION: 6364 MAIN ST N

NBHD CODE: C3502000

Tax Year	Total Value
2000	122,030
2001	122,030
2002	191,790
2003	191,790
2004	191,790
2005	210,270
2006	210,270
2007	210,270
2008	203,110
2009	203,110
2010	203,110
2011	173,690
2012	173,690
2013	158,610
2014	146,800
2015	146,800
2016	146,800 *** TENTATIVE VALUE ***



- Summary
- Property Description
- Tax Summary
- Payments List
- Levy Distribution
- New Levies
- Special Assessments
- Permits
- Value History
- Rental Registration
- ▶ Sketch
- Sales
- Photo
- Tax Detail
- Pay Taxes

PARID: E20 17504 0016
PARCEL LOCATION: 6364 MAIN ST N

NBHD CODE: C3502000

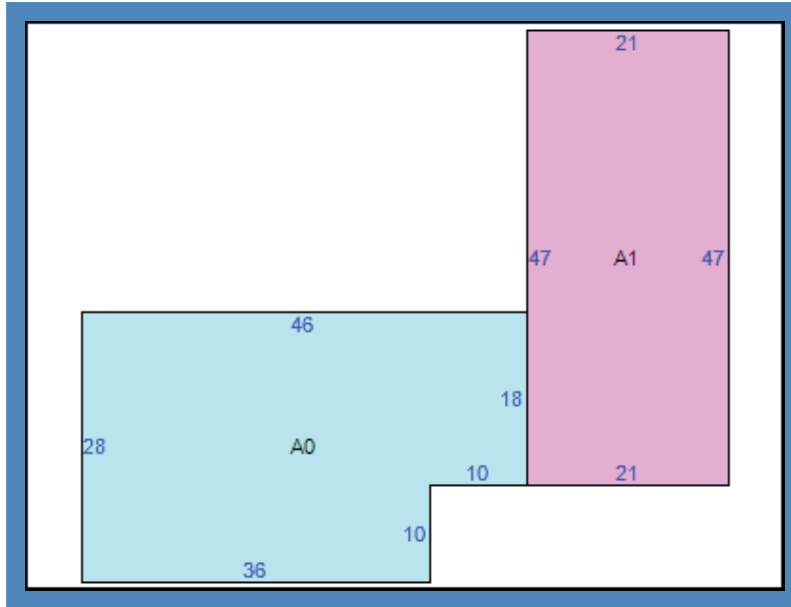
Tax Year: 2016 ▼

CURRENT RECORD

2 of 2

[Return to Search Results](#)

1 of 2 ▶



Printable Version

Legend

Options

Label	Code	Description	Area
A0	083	MULTI USE SALES	1188
A1	084	ULTI USE STORAGE	987

Click on an item to display it independently.



PARID: E20 17503 0036
PARCEL LOCATION: MAIN ST N

NBHD CODE: 53003000

[Click here to view neighborhood map](#)

Owner

Name
 MAIN-DALE LLC

Mailing

Name: MAIN-DALE LLC
 Mailing Address: 36 EASTDALE DR
 City, State, Zip: DAYTON, OH 45415 2928

Legal

Legal Description: 16PT MRTNDLE&49 PT CRUSEY
 Land Use Description: R - RESIDENTIAL, VACANT LAND, LOT
 Acres: .5872
 Deed:
 Tax District Name: HARRISON TWP-DAYTON CSD

Sales

Date	Sale Price	Deed Reference	Seller	Buyer
10-MAR-11		201100018229	OLDHAM CARL M AND	OLDHAM MARY H
04-AUG-11		201100045612	OLDHAM MARY H	OLDHAM LARRY TR
07-OCT-14		201400053657	OLDHAM LARRY TR	OLDHAM LARRY N AND
07-OCT-14		201400053658	OLDHAM LARRY N AND	MAIN-DALE LLC

Values

	***** TENTATIVE VALUES *****	
	35%	100%
Land	11,200	32,000
Improvements	0	0
CAUV	0	0
Total	11,200	32,000
	***** TENTATIVE VALUES *****	

Current Year Rollback Summary

Non Business Credit	\$0.00
Owner Occupancy Credit	\$0.00
Homestead	\$0.00
City of Dayton Credit	\$0.00
Reduction Factor	\$0.00

Tax Summary

Year	Prior Year	Prior Year Payments	1st Half Due 2/19/2016	1st Half Payments	2nd Half Due 7/15/2016	2nd Half Payments	Total Currently Due
2016	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

PARID: E20 17503 0036
PARCEL LOCATION: MAIN ST N

NBHD CODE: 53003000

Tax Year	Total Value
2000	35,170
2001	35,170
2002	16,000
2003	16,000
2004	16,000
2005	16,800
2006	16,800
2007	16,800
2008	25,600
2009	25,600
2010	25,600
2011	25,600
2012	25,600
2013	25,600
2014	32,000
2015	32,000
2016	32,000 *** TENTATIVE VALUE ***

ARTICLE 14

"R-6" MULTIPLE FAMILY RESIDENTIAL DISTRICT

PREAMBLE

This district has been established to provide for multiple family dwelling units with a minimum of three thousand (3,000) square feet per lot unit.

SECTION 1401 PRINCIPAL PERMITTED USES

- A. Modular home/industrialized unit
- B. Single family dwellings as governed by Section 1204.
- C. Two family dwellings as governed by Section 1304.
- D. Multiple family dwellings.
- E. Conversions of single family or two family dwellings into multiple family dwellings, provided these conform with the development standards prescribed for such multiple family dwellings in this Article and with all other applicable requirements under this Zoning Resolution.
- F. Schools and colleges for academic instruction.
- G. Publicly owned and operated buildings and facilities.
- H. Public parks, playgrounds, and community center.
- I. Adult Family Home (in accordance with Article 51)
- J. Residential Facility (in accordance with Article 51)

SECTION 1402 ACCESSORY USES

- A. Accessory uses, buildings or other structures customarily incidental to any aforesaid permitted use, including private garages; provided that such accessory uses shall not involve the conduct of any business, trade or industry or any private way or walk giving access to such activity.
- B. Home Occupation as defined in Article 2, Section 208.01.
- C. Temporary buildings for uses incidental to construction work, which buildings shall be removed upon the completion or abandonment of the construction work.

SECTION 1403 CONDITIONAL USE

The following Conditional Uses subject to approval in accordance with Article 4, Section 406.

ARTICLE 17

"OR-1" OFFICE RESIDENTIAL DISTRICT

PREAMBLE

This district has been established to provide for a mixture of residential, small office and professional service establishments which will maintain the residential appearance of the neighborhood and which shall not create or generate a great amount of traffic and noise.

SECTION 1701 PRINCIPAL PERMITTED USES

- A. Any use permitted in Section 1401. The requirements of that article shall be applicable.
- B. Barber and beauty shops provided:
 - 1. It is a one chair operation.
 - 2. The sole operator is the resident on the premises.
- C. Nursery School or Child Care Facility
- D. Professional services, including but not limited to offices of physicians, surgeons, dentists, lawyers, architects, engineers, insurance and real estate agents and members of similar professions.

SECTION 1702 ACCESSORY USES

- A. Accessory uses, buildings or other structures customarily incidental to any aforesaid use, including private garages.
- B. Home Occupation is defined in Article 2, Section 209.01.
- C. The temporary buildings for uses incidental to construction work, which buildings shall be removed upon the completion or abandonment of the construction work.

ARTICLE 19

"B-1" NEIGHBORHOOD BUSINESS DISTRICT

PREAMBLE

This district has been established to provide for relatively small business and service establishments which may be placed in a residential or rural area to serve primarily near by residents.

SECTION 1901 PRINCIPAL PERMITTED USES

- A. Any use permitted in Section 1701. The requirements of that article shall be applicable.
- B. Baked goods shop, retail only.
- C. Barber and beauty shops.
- D. Candy and ice cream stores.
- E. Drug Stores.
- F. Pick-up stations for dry cleaning and laundry.
- G. Dry cleaning and Laundromats of the self-service type.
- H. Grocery and delicatessen stores.
- I. Nursery school or child care facility

SECTION 1902 ACCESSORY USES

- A. Accessory uses, buildings or other structures customarily incidental to any of the foregoing permitted uses.

- B. Temporary buildings for uses incidental to construction work, which buildings shall be removed upon the completion or abandonment of the construction work.

SECTION 1903 CONDITIONAL USE

The following Conditional Uses subject to approval in accordance with Article 4, Section 406:

- A. Halfway Houses
- B. Places of Worship
- C. Rooming House

SECTION 1904 REQUIRED CONDITIONS

No zoning certificate shall be issued for a "B-1" use, until the applicant shall have certified to the zoning inspector that:

- A. The business activity is open to the public only between the hours of 6:00 A.M. and 10:00 P.M.
- B. The business activity shall be conducted wholly within a completely enclosed building.
- C. The business establishment shall not offer goods, service, food, beverages or make sales directly to customers in automobiles, except for drive-in windows for pick-up or delivery and which will be provided with adequate drive-way space on the premises for waiting vehicles.
- D. All business shall be of retail or service character.
- E. No manufacturing, processing, packaging, repair or treatment of goods shall be carried on, except when incidental or accessory to the performance of services or the sale of goods to the public on the premises.
- F. All premises shall be furnished with all weather hard surface walks of a material such as bituminous or portland cement concrete, wood, tile, terrazzo or similar material, and, except for parking areas, the grounds shall be planted and landscaped.
- G. Where the property lines separate a Business District from a Residential District, a visual and mechanical barrier, a minimum of six (6) feet in height, shall be

provided along the common lot line, which may consist of any of the following:

1. An evergreen hedge used with a chain link fence. Such hedge shall not be less than three (3) feet in height.
 2. A solid fence of a non-deteriorating material.
 3. Masonry wall.
- H. No noise from any operation conducted on the premises, either continuous or intermittent, shall violate the provisions of Article 44.
- I. No emission of toxic or noxious matter, which is injurious to human health, comfort or enjoyment of life and property or to animal or plant life shall be permitted. Where such emissions could be produced as a result of accident or equipment malfunction, adequate safeguards considered suitable for safe operation in the business involved shall be taken.
- J. The emission of smoke or other air pollutants shall not violate the standards and regulations of the Montgomery County Health Department. Dust and other types of air pollution borne by the wind shall be kept to a minimum by appropriate landscaping, paving, or other acceptable means.
- K. There will be no emission of odors or odor causing substances which can be detected without the use of instruments at or beyond the lot lines.
- L. There will be no vibrations which can be detected without the use of instruments at or beyond the lot lines.

Failure to comply with any of the Required Conditions by property owners or users will be considered a zoning violation appropriate for prosecution under the terms of this Resolution.

SECTION 1905 DEVELOPMENT STANDARDS

In addition to the provisions of Chapters VIII and IX, General Regulations and Special Regulations, the following standard for arrangement and development of land and building are required in the "B-1" Neighborhood Business District.

1905.01 HEIGHT REGULATIONS

No structure shall exceed forty (40) feet in height.

1905.02 LOT AREA, FRONTAGE AND YARD REQUIREMENTS

The following minimum requirement shall be observed.

Lot Area	Lot Frontage	Front Yard Depth*	Side Yards** Least / Total	Rear** Yard Depth
7,500 Sq. Ft.	60 ft.	25 ft.	8 ft. / 20 ft.	40 ft.

1905.03 MAXIMUM LOT COVERAGE

Thirty (30) percent of lot area.

1905.04 MAXIMUM FLOOR AREA RATIO

.35

*The front yard depth shall be measured from the established right-of-way lines as shown on the **Official Thoroughfare Plan for Montgomery County**.

**Unless adjoining a Business District.

ARTICLE 44

NOISE

SECTION 4401 METHOD OF MEASUREMENT

For the purposes of enforcing the provisions of these regulations, noise shall be measured in dba using a sound level meter, with the measurements taken at the most noisy point within the receiving property.

- A. A dba is the sound pressure in decibels measured using the "A" weighting network on the sound level meter. The sound pressure level, in decibels, of a sound is 20 times the logarithm to the base of 10 of the ratio of the pressure of the sound to a reference pressure of 20 micropascals.
- B. A sound level meter is a device which measures sound pressure levels and conforms to Type 1 or Type 2 as specified in the American National Standards Institute Specification S1. 4-1971.
- C. The receiving property is real property within which the maximum permissible noise levels specified herein shall not be exceeded from sources outside such property.

SECTION 4402 EXEMPTIONS

- A. The following shall be exempt from the provisions of Section 4403, Table I, between the hours of 7:00 A.M. and 10:00 P.M. only:
 - 1. Sounds created by the discharge of firearms on authorized shooting ranges.
 - 2. Sounds created by blasting.
 - 3. Sounds created by the installation of utility services.
 - 4. Sounds originating from temporary construction sites as a result of construction activity.
 - 5. Sounds created by firearms in the course of hunting.

- B. The following shall be exempt from the provisions of Section 4403, Tables I and II, at all times.
1. Sounds created by motor vehicles operated on public roads and highways.
 2. Sounds originating from aircraft in flight and sounds that originate at airports which are directly related to flight operations.
 3. Sounds created by surface carriers engaged in interstate commerce by railroad.
 4. Sounds created by warning devices not operating continuously for more than five (5) minutes, or bells, chimes, and carillons.
 5. Sounds created by safety and protective devices where noise suppression would defeat the intent of the device or is not economically feasible.
 6. Sounds created by emergency equipment and work necessary in the interests of law enforcement or for health, safety, or welfare of the community.
 7. Sounds created by the repair of essential utility services.
 8. Sounds originating from officially sanctioned parades and other public events.
 9. Sounds emitted from venting at industrial process facilities during startup only, provided that the startup operation is performed during daytime hours whenever possible.

SECTION 4403 MAXIMUM PERMISSIBLE NOISE LEVELS

- A. No person shall cause or permit noise to intrude into the property of another person that exceeds the levels listed in:
1. Table I, between the hours of 7:00 A.M. and 10:00 P.M.

2. Table II, between the hours of 10:00 P.M. and 7:00 A.M.
- B. Between the hours of 7:00 A.M. and 10:00 P.M., the noise in Table I may be exceeded by no more than:
1. 5 dba for a total of 15 minutes in any one (1) hour period.
 2. 10 dba for a total of 5 minutes in any one (1) hour period, or
 3. 15 dba for a total of 30 seconds in any one (1) hour period.
- C. Between the hours of 10:00 P.M. and 7:00 A.M., the noise limits in Table II may be exceeded by no more than:
1. 5 dba for a total of 10 minutes in any one (1) hour period, or
 2. 10 dba for a total of 3 minutes in any one (1) hour period.
- D. Impulsive sound (such as sounds with a duration of less than 1 second, such as from gunfire or punch presses) shall not exceed the levels of Table I (daytime) or Table II (nighttime) by more than 5 dba, as measured with the sound level meter on the slow response setting.

1. Table I - Daytime Noise Limits

Receiving Property

Noise Source	Residential	Business	Industrial
Business	60 dba	60 dba	65 dba
Industrial	60 dab	65 dba	70 dba

2. Table II - Nighttime Noise Limits

Noise Source	<u>Receiving Property</u>		
	Residential	Business	Industrial
Business	50 dba	60 dba	65 dba
Industrial	50 dba	65 dba	70 dba

SECTION 4404 DEFINITIONS APPLICABLE TO TABLES I AND II

- A. **Residential** - Shall include all residential zoning districts comprising A, R-1, R-2, R-3, R-4, R-5, R-6, R-7, R-8, and OR-1.
- B. **Business** - Shall include all business zoning districts comprising O-2, B-1, B-2, B-3, and B-4.
- C. **Industrial** - Shall include all industrial zoning districts comprising I-1, I-2, and I-3; and OSI-1 and OSI-2.

CONSUMER GUIDE TO AGENCY RELATIONSHIPS



Ohio Real Estate Auctions LLC

We are pleased you have selected **Ohio Real Estate Auctions LLC** to help you with your real estate needs. Whether you are selling, buying or leasing real estate, **Ohio Real Estate Auctions LLC** can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services agents can offer and their options for working with you.

For more information on agency law in Ohio you can also contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or on their website www.com.state.oh.us.

Representing Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care and, account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "subagency" to other brokerages which would also represent the seller's interests and owe the seller these same duties.

Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information and account for any money they handle in the transaction.

Dual Agency

Occasionally the same agent and brokerage who represents the seller also represents the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position in the transaction. They may not advocate the position of one client over the best interests of the other client, or disclose any confidential information to the other party without written consent.

Representing Both the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidential information of both parties.

Working With Ohio Real Estate Auctions LLC

Ohio Real Estate Auctions LLC does offer representation to both buyers and sellers. Therefore the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs each agent will represent their own client, but **Ohio Real Estate Auctions LLC** and its managers will act as a dual agent.

This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. **Ohio Real Estate Auctions LLC** will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

In the event that both the buyer and seller are represented by the same agent, that agent and **Ohio Real Estate Auctions LLC** will act as dual agents but only if both parties agree. As dual agents they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs you will be asked to consent to it in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties **Ohio Real Estate Auctions LLC** has listed. In that instance **Ohio Real Estate Auctions LLC** will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller you should not share any information with the listing agent that you would not want the seller to know.

Working With Other Brokerages

When **Ohio Real Estate Auctions LLC** lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. **Ohio Real Estate Auctions LLC** does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because **Ohio Real Estate Auctions LLC** shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead that company will be looking out for the buyer and **Ohio Real Estate Auctions LLC** will be representing your interests. When acting as a buyer's agent, **Ohio Real Estate Auctions LLC** also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

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

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

Name (Please Print)

Name (Please Print)

Signature Date

Signature Date





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: _____

Buyer(s): _____

Seller(s): _____

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) _____ 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 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 _____

SELLER/LANDLORD _____ DATE _____

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

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

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





Ohio Real Estate Auctions, LLC
CONTRACT TO PURCHASE AT ONLINE-ONLY AUCTION

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

DATE: February 14, 2017

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

6364 N. Main St., Dayton, Oh 45415; PID: E20 17504 0016

AND – OR

6324 N. Main St., Dayton, Oh 45415; PID: E20 17503 0036

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** Escrow Agent & Broker are previously notified in writing by purchaser that litigation has been filed with a Court of Competent Jurisdiction (a copy of the filing must be attached).
3. **BALANCE & CLOSING:** The balance of the Total Contract Price shall be paid in the form required by Escrow Agent on or before **28 February 2017**. 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. **OBTAINING FINANCING:** This purchase is not contingent upon the Purchaser obtaining financing. There are no buyer contingencies.
6. **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.
7. **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 _____; (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 _____.
- Inspections regarding habitability and use of the Real Estate shall be the responsibility of the Purchaser. All Inspections must be completed prior to Auction. **PURCHASER IS RELYING SOLELY UPON HIS EXAMINATIONS OF THE REAL ESTATE, AND THE SELLER'S CERTIFICATION HEREIN FOR ITS PHYSICAL CONDITION AND CHARACTER, AND NOT UPON ANY REPRESENTATION BY THE AUCTIONEERS/BROKER INVOLVED, WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE.**
8. **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.
9. **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): of record.

10. **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.
11. **DISCLOSURE:** Buyer Seller - is a licensed Real Estate Broker or Sales Person.
12. **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.
13. **AGENCY DISCLOSURE STATEMENT:** Purchaser acknowledges having reviewed and signed the Agency Disclosure Statement.
14. **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.
15. **TERMS:** The property sells subject to the following Minimum Bids: **Tract 1: \$50,000; Tract 2: \$5,000.**
16. **\$ _____ (10% of Total Contract Price)** must be deposited by successful bidder upon Seller Confirmation as down payment by Cash or Check (presented with positive I.D). This non-refundable down payment will be applied to the Total Purchase Price at closing and will be held in trust by M & M Title Company as escrow agent.
17. **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.
18. **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.
19. This property is being sold at Public Auction, without recourse. Personal on-site inspection/s of the property or properties is strongly recommended. The property will sell "as is, where is," with no warranty expressed or implied as to improvements, availability of utilities, zoning, or environmental and wetland issues. Information presented online and in all other marketing materials was obtained via sources deemed reliable. However, neither Ohio Real Estate Auctions, LLC nor their agents will be responsible for any errors or omissions herein. Announcements made at the auction will take precedence over written material, advertisements, or any other oral statements made prior to the day of auction. Purchasers should carefully verify all items and make their own decision as to the accuracy thereof before relying on same. Except in the case of an absolute auction, Auction Firm reserves the right to bid on behalf of the sellers. Auctioneer reserves the right to bid on behalf of himself at any auction. The Seller and Auctioneers/Broker reserve the right to preclude any person from bidding if there are any questions as to the person's credentials, fitness, etc.
20. Auctioneers/Broker hereby acknowledge that they represent the Seller. An Agency Disclosure Statement must be signed by the Purchaser.
21. 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.**
22. By bidding, Purchaser agrees to waive their right to rescind this Contract to Purchase.
23. Real Estate is sold through Ohio Real Estate Auctions, LLC.
24. **OTHER:**

25. **EXPIRATION AND APPROVAL:** Accepted

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

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

Print

Sign

Date

PURCHASER: _____

PURCHASER: _____

FULL ADDRESS: _____

PHONE NUMBERS: Home: _____ Cell: _____ Email: _____

WITNESS: _____

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

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

Print

Sign

Date

SELLER: _____

SELLER: _____

FULL ADDRESS: _____

PHONE NUMBERS: _____

WITNESS: _____

30. **DEPOSIT RECEIPT:** DATE: February 14, 2017 Ohio Real Estate Auctions, LLC hereby acknowledges receipt of: \$ _____

Cash Cashier's Check# _____ Check # _____

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

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

_____ \$ _____ X 2% \$ _____
CO-OP AGENT NAME WINNING BID CO-OP AGENT SIGNATURE

AGENT PHONE _____ AGENT EMAIL _____





Irrevocable Letter of Instruction Re: Down Payment

I have purchased the real estate located at 6364 N. Main St., Dayton, Oh 45415; PID: E20 17504 0016
AND – OR 6324 N. Main St., Dayton, Oh 45415; PID: E20 17503 0036 under the terms and conditions of the
attached Contract to Purchase At Online-Only Auction dated: **February 14, 2017.**

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 M & M Title Company who will hold the money until closing.

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

Paragraph 2 states:

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** 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 instructions from the Broker and the authority granted in this
Irrevocable Letter of Instruction I authorize and approve M & M Title Company to follow the instructions
from the Broker as to the distribution of my down payment.

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

I have reviewed the Contract to Purchase at Online-Only Auction dated **24 February 2017**, 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: _____
