

Restaurant Liquidation Auction

Monday, April 3 @ 4 p.m.

Located: 123 W. Wyandot Ave., Upper Sandusky, OH (west of town square)

Real Estate & Contents



Real Estate: (Formerly MJ Mugsy's) 11,000 Sq. Ft.+ downtown retail building w/upstairs two bedroom apartment & large storage area.

INSPECTION: Tuesday, March 28th (11a.m.-1p.m.)

Restaurant Equipment: Full kitchen including coolers, cook line, ovens, dishwasher, 200+ chairs, 20+ tables, booths, full bar & equipment, cigar humidors, signs & artwork. This is a full liquidation. See Full List @ wmsohio.com. **Note:** Real Estate Sells First Followed by Equip. This is a live auction w/online bidding available on all lots. **See website for terms & conditions on real & personal property.**

Owner: Meeker Enterprise Inc.



WMS Marketing Services
Ohio Real Estate Auctions
1400 E. Wyandot Ave.
Upper Sandusky, OH
419-294-4366



Paul Wagner, Auctioneer

OhioRealEstateAuctions



wmsohio.com



Legend

- Political Townships
- PLSS Townships
- Subdivisions
- Corporate
- PLSS Sections
- Parcel

Map Title
 Web Print: 03/27/2017

0 97
 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.





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: 123 W. Wyandot Ave. Upper Sandusky Oh. 43351

Buyer(s): _____

Seller(s): Meeker Enterprises Inc.

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

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

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

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

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

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Paul Wagner and real estate brokerage Ohio Real Estate Actions 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 _____

Madonna E Meeker 2/23/17
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



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.

Meeker Enterprises
Name (Please Print)

Name (Please Print)

Madonna E Mosher 2/23/17
Signature Date

Signature Date



**SELLER DISCLOSURE STATEMENT
COMMERCIAL PROPERTY**

SELLER: MERKOR ENTERPRISES

† To be used in transfers of commercial real estate as defined in RCW 60.42.005. See RCW Chapter 64.06 for further explanations.

INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property write "NA." If the answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller.

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT _____

CITY _____, COUNTY _____, ("THE PROPERTY") OR AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A. SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

Seller is/ is not occupying the property.

I. SELLER'S DISCLOSURES:

* If you answer "Yes" to a question with an asterisk (*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

	YES	NO	DON'T KNOW
1. TITLE			
A. Do you have legal authority to sell the property? If no, please explain.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*B. Is title to the property subject to any of the following?			
(1) First right of refusal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Option	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Lease or rental agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(4) Life estate?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
*C. Are there any encroachments, boundary agreements, or boundary disputes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
*D. Is there any leased parking?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
*E. Is there a private road or easement agreement for access to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
*F. Are there any rights-of-way, easements, shared use agreements or access limitations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
*G. Are there any written agreements for joint maintenance of an easement or right-of-way?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
*H. Are there any zoning violations or nonconforming uses?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
*I. Is there a survey for the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
*J. Are there any legal actions pending or threatened that affect the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
*K. Is the property in compliance with the Americans with Disabilities Act?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SELLER'S INITIALS: Jam DATE: 3-5-17 SELLER'S INITIALS: mem DATE: 3-5-17

**SELLER DISCLOSURE STATEMENT
COMMERCIAL PROPERTY
(Continued)**

Page 2 of 4

	YES	NO	DON'T KNOW	
2. WATER				56
*Are there any water rights for the property, such as a water right permit, certificate, or claim?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	57 58
3. SEWER/ON-SITE SEWAGE SYSTEM				59
*Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	60 61
4. STRUCTURAL				62
*A. Has the roof leaked within the last 5 years?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	63
*B. Has any occupied subsurface flooded or leaked within the last five years?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	64
*C. Have there been any conversions, additions or remodeling?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	65
*(1) If yes, were all building permits obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	66
*(2) If yes, were all final inspections obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	67
*D. Has there been any settling, slippage, or sliding of the property or its improvements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	68
*E. Are there any defects with the following: (If yes, please check applicable items and explain.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	69
<input type="checkbox"/> Foundations				70
<input type="checkbox"/> Slab Floors				71
<input type="checkbox"/> Doors				72
<input checked="" type="checkbox"/> Ceilings				73
<input type="checkbox"/> Outbuildings				74
<input type="checkbox"/> Exterior Walls				75
<input type="checkbox"/> Sidewalks				
<input type="checkbox"/> Siding				
<input type="checkbox"/> Interior Walls				
<input type="checkbox"/> Other _____				
<input type="checkbox"/> Windows				
5. SYSTEMS AND FIXTURES				76
*A. Are there any defects in the following systems? If yes, please explain.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	77
(1) Electrical system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	78
(2) Plumbing system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	79
(3) Heating and cooling systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	80
(4) Fire and security system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	81
(5) Carbon monoxide alarms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	82
6. ENVIRONMENTAL				83
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	84 85
*B. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	86 87
*C. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	88
*D. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	89 90 91
*E. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	92
*F. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	93
*G. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	94
7. FULL DISCLOSURE BY SELLER				95
A. Other conditions or defects:				96
*Are there any other existing material defects affecting the property that a prospective buyer should know about?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	97 98

SELLER'S INITIALS: Jam DATE: 3-5-10 SELLER'S INITIALS: MEM DATE: 3-5-10

**SELLER DISCLOSURE STATEMENT
COMMERCIAL PROPERTY**
(Continued)

B. Verification 99
The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property. 100-103
Date: 3.5.17 Date: 3-5-17 104
Seller: [Signature] Seller: [Signature] 105

NOTICE TO BUYER 106

SEX OFFENDER REGISTRATION 107

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS. 108-111

II. BUYER'S ACKNOWLEDGEMENT 112

Buyer hereby acknowledges that: 113

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation. 114-115
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by Seller and not by any real estate licensee or other party. 116-117
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information. 118-119
- D. This information is for disclosure only and is not intended to be a part of the written agreement between Buyer and Seller. 120-121
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s). 122-123

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT. 124-130

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. 131-133

DATE: _____ DATE: _____ 134
BUYER: _____ BUYER: _____ 135

**SELLER DISCLOSURE STATEMENT
COMMERCIAL PROPERTY
(Continued)**

BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

136

Buyer has read and reviewed Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

137

138

DATE: _____ DATE: _____

139

BUYER: _____ BUYER: _____

140

BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

141

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement.

142

143

144

DATE: _____ DATE: _____

145

BUYER: _____ BUYER: _____

146

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).

147

148

149

150

151

152

153

154

155

156

SELLER'S INITIALS: _____ DATE: _____ SELLER'S INITIALS: _____ DATE: _____

1-K. It is landscape area

4-A. Roof has leaked between kitchen and dining area. This has been fixed or repaired

E. Ceiling in area between kitchen and dining area and entrance into kitchen

CRANE TOWNSHIP CORPORATION 00060
 UPPER SANDUSKI 43351-1348
 123 W WYANDOT AVE
 UPPER SANDUSKI OH 43351-1348

2016
 2017

17NC-CK FOR IF BEING USED/CLOSED MAY-2016
 DON CHANGED APP FOR 2ND HALF

sale# 72 hp no/dy meeker enterprises inc mar
 year land bldg total net tax
 2012 5850 41780 47640 1707.58

123 W WYANDOT

year	land	bldg	total	net tax
2012	5850	41780	47640	1707.58

year	land	bldg	total	net tax
2012	5850	41780	47640	1707.58

year	land	bldg	total	net tax
2012	5850	41780	47640	1707.58

17NC-CK FOR IF BEING USED/CLOSED MAY-2016
 DON CHANGED APP FOR 2ND HALF



Crane
 Upper Sandusky Corporation
 069---1-046

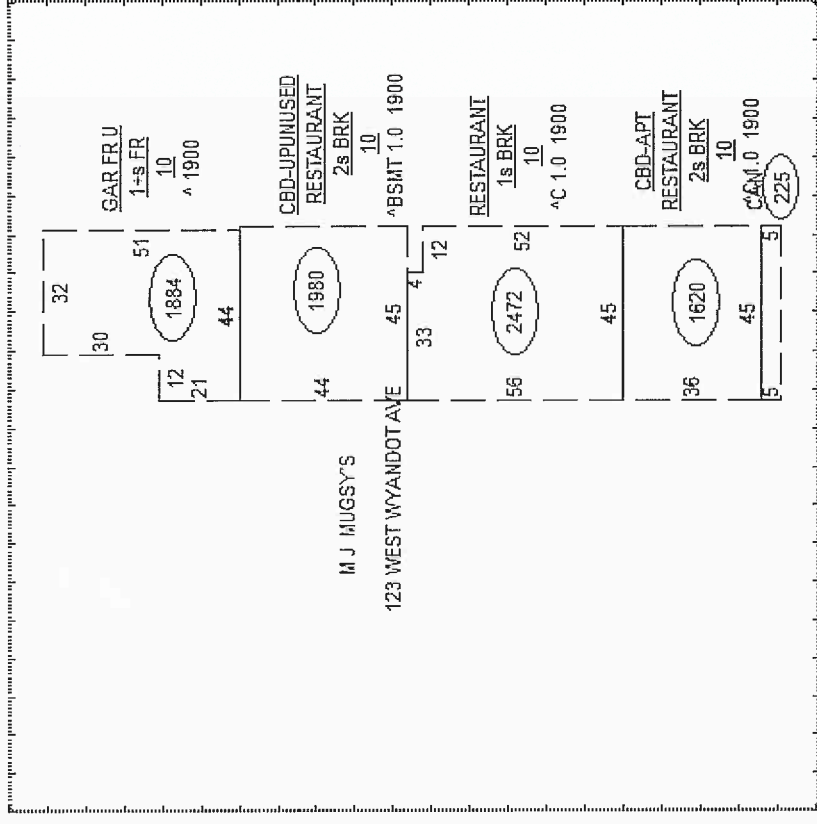
LEGAL INFORMATION

ORGT WPT 140
 NEIGH-SUB: 0624-
 ACRES:
 M 069
 B 1
 C 046

MEEKER ENTERPRISES INC
 MEEKER ENTERPRISES INC
 123 W WYANDOT AVE
 UPPER SANDUSKY OH 43351-1348
 COMMENT
 13R CHG ITEM 1 CODE

Sales Data	Amount	Deed/Conv#	Use	Valid	Lister:	Date
09/14/1993	73,000	WAR 429			BP	03/15/13
					BP	03/15/13
					Reviewer:	
					Final:	
					Call Back:	
					Visit:	

VALUATION SUMMARY		2007	2004
REASON FOR CHANGE	RAPP	RAPP	2004
ESTIMATED	16,700	16,700	15,260
MARKET VALUE	109,000	165,500	123,090
TOTAL	125,700	182,200	138,350
ASSESSED	5,850	5,850	5,340
VALUE	38,150	57,930	43,080
TOTAL	44,000	63,780	48,420



STREET/ROAD	TOPOGRAPHY	PU-UTILITIES-PR	ZONING
<input type="checkbox"/> PAVED	<input type="checkbox"/> LEVEL	<input type="checkbox"/> WATER	<input type="checkbox"/> AG-RES
<input type="checkbox"/> GRAVEL	<input type="checkbox"/> HIGH	<input type="checkbox"/> SEWER	<input checked="" type="checkbox"/> COMMERCIAL
<input type="checkbox"/> DIRT	<input type="checkbox"/> LOW	<input type="checkbox"/> GAS	<input type="checkbox"/> INDUSTRIAL
<input type="checkbox"/> SIDEWALKS	<input type="checkbox"/> ROLLING	<input type="checkbox"/> ELECTRIC	
<input type="checkbox"/> CURBS	<input type="checkbox"/> STANDARD	<input type="checkbox"/> STANDARD	

INFLUENCE FACTORS

(A) No Road (E) Size / Shape (I) Water Front
 (B) Topography (F) Restrictions (J) Other / CDU
 (C) Excess Frontage (G) Wooded Lot
 (D) Quantity (H) Vacancy

LAND TYPE	SIZE	M	RATE	C	INF	M	VALUE	C
ICE:F	F45 D198		ST330 DP113.ADJ370			16,700	0	
Totals:						16,700	0	16,700



Irrevocable Letter of Instruction Re: Down Payment

I have purchased the real estate located at 123 W. Wyandot Ave., Upper Sandusky, OH 43351
under the terms and conditions of the attached Contract to Purchase at Public Auction dated
April 3, 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 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 disbursed by Broker 5 days from closing date unless Broker is previously notified in writing by purchaser that litigation has been filed with a court of competent jurisdiction. A copy of the filing must be attached.

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 April 3, 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: April 3, 2017
