



**REAL ESTATE
AUCTION
BIDDER'S
PACKET**

ABSOLUTE REAL ESTATE AUCTION

MONDAY MAY 15TH 6:00 PM

5417 WADSWORTH RD. DAYTON, OHIO 45414

(TAKE I-75 TO EXIT 58 (NEEDMORE RD) TURN EAST ON NEEDMORE TO NORTH ON WADSWORTH.

Real Estate Description: 2 Story, Built In 1960, 3 or 4 Bedroom Frame & Brick, 1 Bath, Kitchen, Dinette, Large Living Room, Utility Room, C/A, 1974 Sq. Ft. Living Area, Add'l 480 Sq Ft. Breezeway, Attached 2 ½ Car Garage, Covered Front Porch, Covered Balcony, Large Lot .9463 Acre, Circuit Breakers And More.

Inspections: OPEN FOR INSPECTION MONDAY MAY 1ST From 6:00 To 7:00 PM & 1 Hour Before The Auction. Call Auctioneer For Private Showing. Call Joe Flatter, Jr. 937-604-6403.

Auction Terms: PROPERTY SELLS ABSOLUTE TO THE HIGHEST REGARDLESS OF PRICE!! Property Sells As-Is With No Contingencies For Financing, Inspection Or Otherwise. Prospective Bidders Are Strongly Encouraged To Conduct All Desired Inspections And Arrange Financing Prior To Auction. 10% Buyers Premium Will Be Added To Final Bid To Establish Contract Sale Price. Buyer Pays All Closing Cost. Clean Title By General Warranty Deed At Closing.

REAL ESTATE REGISTRATION: You Must Bring A Check To The Auction To Be Able To Bid. 10% Of The High Bid Due At The End Of Bidding Will Be Your Non Refundable Deposit. Balance Due At Closing On Or Before June 15, 2017. Closing To Take Place Thru Ohio Real Estate Title 125 W Main St. Fairborn, Ohio 937-878-4333.

REALTORS WELCOME - Realtors Must Register Your Bidder 48 Hours Prior To Sale. Reg. Forms At www.flatterauctions.com

LOG ONTO www.flatterauctions.com FOR PHOTOS!

Auctioneers Note: This Is Not A Bankruptcy Or Foreclosure Sale. The Owner Has Decided To Sell This Property At Public Auction. This Is A Great Investment Opportunity That You Will Not Want To Miss This Sale!!

LINDA BUCHANON, DONALD COPE & FRANK COPE --- OWNERS
JOE FLATTER, JR. - AUCTIONEER
OHIO REAL ESTATE AUCTIONS LLC

JOE FLATTER AUCTION CO.

COMPLETE PROFESSIONAL SERVICE

407 N BROAD ST. FAIRBORN, OH 45324

937-878-3444

937-604-6403

PARID: E21 17409 0040
 PARCEL LOCATION: 5417 WADSWORTH RD

NBHD CODE: 44001000

[Click here to view neighborhood map](#)

Owner

Name
 HAYDEN JANICE L ETAL

Mailing

Name: JANICE L HAYDE
 Mailing Address: 2817 OLD YELLOW SPRINGS RD
 City, State, Zip: FAIRBORN, OH 45324

Legal

Legal Description: 70 PT MARIANNA CO EST
 Land Use Description: R - SINGLE FAMILY DWELLING, PLATTED LOT
 Acres: .9463
 Deed: 1989-00451A005
 Tax District Name: HARRISON TWP-NORTHRIDGE LSD

Sales

Date	Sale Price	Deed Reference	Seller	Buyer
13-MAR-17		201700015308	HAYDEN JANICE L ETAL	BUCHANAN LINDA L

Values

	35%	100%
Land	12,130	34,670
Improvements	14,300	40,870
CAUV	0	0
Total	26,430	75,540

Building

Exterior Wall Material: MASONRY & FRAME
 Building Style: COLONIAL
 Number of Stories: 2
 Year Built: 1960
 Total Rms/Bedrms/Baths/Half Baths: 6/3/1/0
 Square Feet of Living Area: 1,974
 Finished Basemt Living Area (Sq. Ft.): 0
 Rec Room (Sq. Ft.): 0
 Total Square Footage: 1,974
 Basement: NONE

Central Heat/Air Cond Heating System Type CENTRAL HEAT WITH A/C
 Heating Fuel Type GAS
 Number of Fireplaces(Masonry) 0
 Number of Fireplaces(Prefab)

Current Year Special Assessments

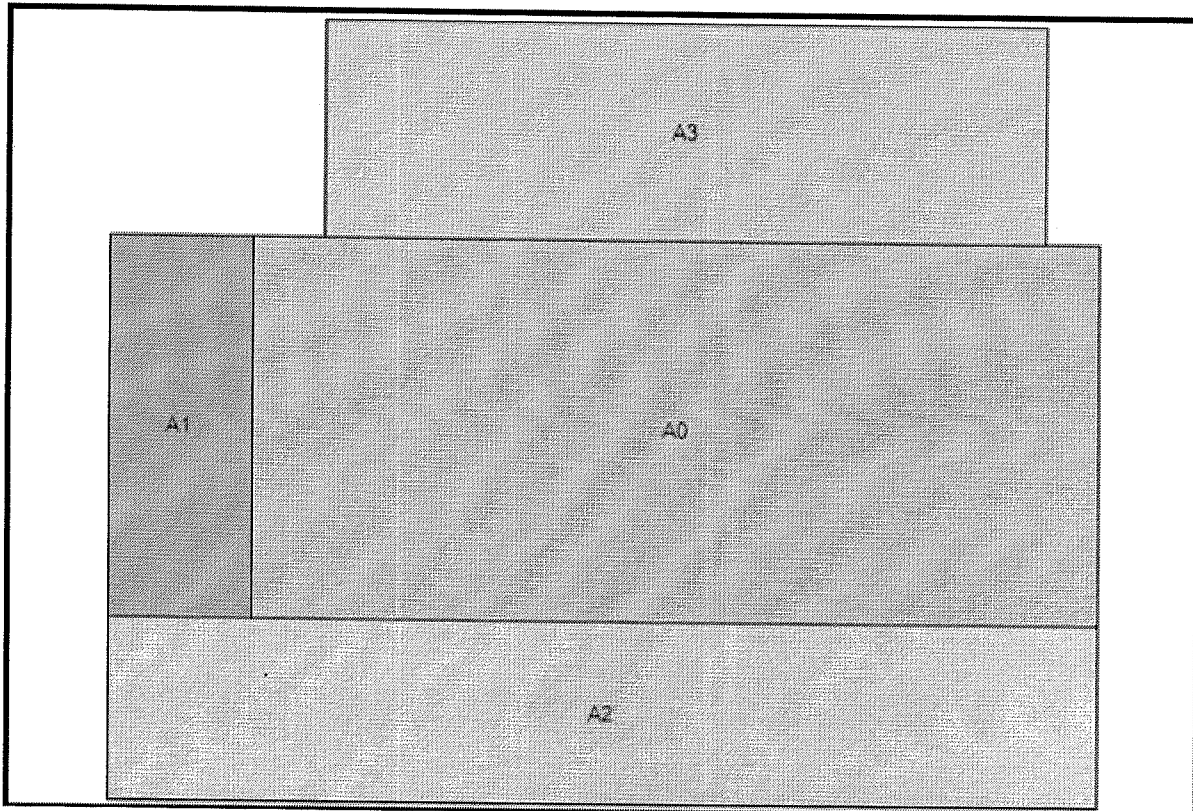
41100-MCD/AP MCD/AQUIFER PRES SUBD	\$1.00
11777-APC FEE	\$21.50

Current Year Rollback Summary

Non Business Credit	-\$285.76
Owner Occupancy Credit	-\$70.00
Homestead	\$0.00
City of Dayton Credit	\$0.00
Reduction Factor	-\$493.76

Tax Summary

Year	Prior Year	Prior Year Payments	1st Half Due 2/17/2017	1st Half Payments	2nd Half Due 7/21/2017	2nd Half Payments	Total Currently Due
2016	\$0.00	\$0.00	\$1,545.73	-\$1,545.73	\$1,544.73	-\$1,544.73	\$0.00



PARID: E21 17409 0040

PARCEL LOCATION: 5417 WADSWORTH RD

NBHD CODE: 44001000

First Half Taxes

Tax Year	Real/Project	Charge	Adjustments	Payments	Amount Due
2016	11777-APC FEE	\$10.75	\$0.00	-\$10.75	\$0.00
2016	41100-MCD/AP MCD/AQUI	\$1.00	\$0.00	-\$1.00	\$0.00
2016	REAL	\$1,533.98	\$0.00	-\$1,533.98	\$0.00
Total:		\$1,545.73	\$0.00	-\$1,545.73	\$0.00

Second Half Taxes

Tax Year	Real/Project	Charge	Adjustments	Payments	Amount Due
2016	11777-APC FEE	\$10.75	\$0.00	-\$10.75	\$0.00
2016	REAL	\$1,533.98	\$0.00	-\$1,533.98	\$0.00
Total:		\$1,544.73	\$0.00	-\$1,544.73	\$0.00

Grand Totals

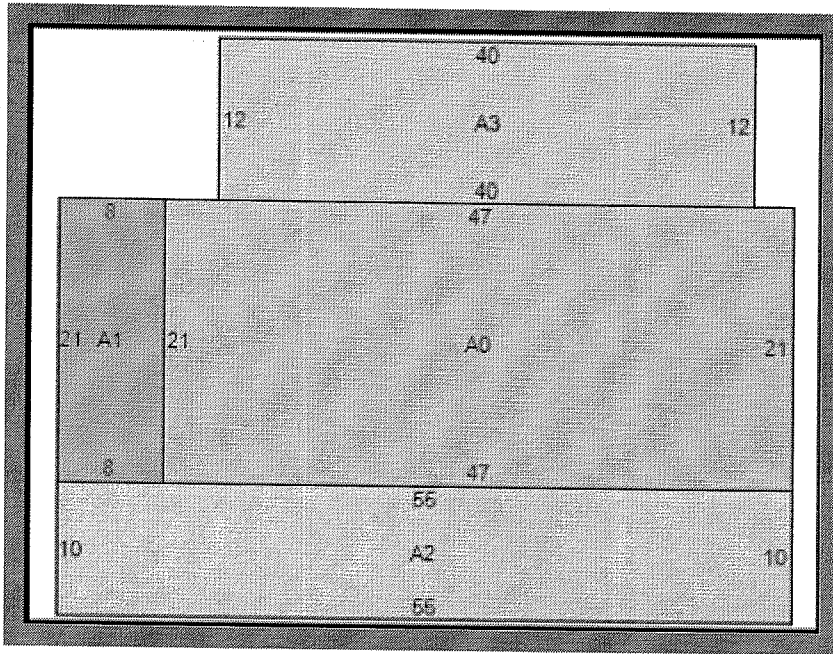
	Charge	Adjustments	Payments	Amount Due
GRAND TOTALS	\$3,090.46	\$0.00	-\$3,090.46	\$0.00

TAX PAYMENTS MAY BE MAILED TO MONTGOMERY COUNTY TREASURER, 451 WEST THIRD ST., DAYTON OH 45422

* PAYMENTS POSTED THRU MARCH 27, 2017

PARID: E21 17409 0040
 PARCEL LOCATION: 5417
 WADSWORTH RD

NBHD CODE: 44001000



Label Code	Description	Area
A0	Main Building	987
A1	11/11 OFP OPEN FRAME PORCH/OFP OPEN FRAME PORCH	168
A2	33 MA_PT CONC/MAS PATIO	550
A3	12 EFP ENCL FRAME PORCH	480

PARID: E21 17409 0040
 PARCEL LOCATION: 5417 WADSWORTH RD

NBHD CODE: 44001000

Residential Property Data

Building Style	COLONIAL
Exterior Wall Material	MASONRY & FRAME
Number of Stories	2
Year Built	1960
Total Rooms	6
Bedrms	3
Baths	1
Half Baths	0
Square Feet of Living Area	1,974
Finished Basement Sq. Ft.	0
Rec. Room Sq. Ft.	0
Total Square Footage	1,974
Basement	NONE
Central Heat/Air Cond	CENTRAL HEAT WITH A/C
Heat System	
Heating Fuel Type	GAS
Number of Fireplaces(Stacked)	0
Number of Fireplaces(Prefab)	

Out Building

1 of 2

Improvement	FRAME UTILITY SHED
Quantity	1
Size (sq. ft)	264
Year Built	1985
Grade	D
Condition	FAIR
Value	0

PARID: E21 17409 0040

PARCEL LOCATION: 5417 WADSWORTH RD

NBHD CODE: 44001000

Tax Year	Total Value
2000	91,820
2001	91,820
2002	92,020
2003	92,020
2004	92,020
2005	109,730
2006	109,730
2007	109,730
2008	94,510
2009	94,510
2010	94,510
2011	73,070
2012	73,070
2013	73,070
2014	75,540
2015	75,540
2016	75,540
2017	75,540 *** TENTATIVE VALUE ***



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: 5417 Wadsworth Rd. Dayton, Ohio 45414

Buyer(s): _____

Seller(s): Linda L. Buchanon, Donald K. Cope & Frank H Cope

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) Joe Flatter, Jr. and real estate brokerage Ohio Real Estate Auctions, LLC will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
- represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

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

BUYER/TENANT _____ DATE _____

BUYER/TENANT _____ DATE _____

Donald K. Cope SELLER/LANDLORD MAY 15 / 17 DATE

Linda L. Buchanon SELLER/LANDLORD MAY 15 - 17 DATE

Frank H. Cope POA SELLER/LANDLORD MAY - 15 - 17 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 PUBLIC AUCTION

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

DATE: May 15, 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 Harrison Twp., Montgomery County, OH and known as 5417 Wadsworth Rd. Dayton, Ohio 45414
2. PRICE AND TERMS: Purchaser agrees to pay the amount of the high bid \$ plus the buyer premium of \$ for a Total Contract Price of \$ for the Real Estate as follows: A non-refundable (except in the case of a non-marketable title) down payment of \$ to apply toward the Purchase Price and to be deposited by Broker, upon acceptance of this offer, in a non-interest bearing trust account pending closing.
3. BALANCE & CLOSING: The balance of the Purchase Price shall be paid in the form required by the closing agent on date of closing, on or before June 15, 2017. The closing date shall be automatically extended up to 30 days if Auctioneer deems necessary.
4. Buyers will close through Ohio Real Estate Title 125 W. Main St. Fairborn, Ohio 45324 937-878-4333
5. If buyer does not close on or before scheduled closing date, seller may, at seller's option, extend the closing date in consideration for a sum of \$ 100.00 per day after original closing date.
6. OBTAINING FINANCING: This purchase is not contingent upon the Purchaser obtaining financing. There are no buyer contingencies.
7. BINDING OBLIGATION: Purchaser is buying the property As-Is, Where-Is and without Recourse. If Purchaser fails to close for any reason whatsoever, except a nonmarketable title, Purchaser voluntarily agrees to forfeit entire down payment and may be held liable by Seller for any deficiency, plus court costs and reasonable legal fees, resulting from subsequent resale of the property.
8. OWNER'S CERTIFICATION: Seller(s) certifies to Purchaser that, to the best of Sellers's knowledge: (a) there are no undisclosed latent defects; (b) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the Real Estate may be assessed, except None; (c) there are no City, County or State orders that have been served upon Seller(s) requiring work to be done or improvements to be made which have not been performed, except None.
9. INDEMNITY: Seller and Purchaser recognize that the AUCTIONEERS/BROKERS are relying on information provided by Seller or his/her agents in connection with the Real Estate, and agree to indemnify and hold harmless the AUCTIONEERS/BROKERS, their agents and employees, from any claims, demands, damages, suits, liabilities, costs and expenses (including reasonable legal fees) arising out of any misrepresentation or concealment of facts by Seller or his/her agents.
10. CONVEYANCE AND CLOSING: Seller shall convey marketable title to the Real Estate by General Warranty deed with release of dower right, if any, AND SUBJECT TO THE RIGHTS OF THE TENANTS, if any, under existing leases and state law. Title shall be free and unencumbered as of Closing, except restrictions and easements of record and except the following assessments (certified or otherwise): None

Buyers Initials

11. **CONDITION OF IMPROVEMENTS:** The risk of destruction or substantial damage by fire or Act of God prior to delivery of deed is assumed by Seller. Seller agrees that on possession, the Real Estate shall be in the same condition as it is on the date of this contract, except for ordinary wear and tear. If the Real Estate should be damaged or destroyed by fire or other casualty and if, prior to Closing, the real Estate shall not be repaired or restored by and at the Sellers expense, to a condition as good as it was prior to the damage or destruction, then Purchaser, at his option, may terminate this contract by written notice to Seller and the Down Payment Shall be returned to Purchaser. While this contract is pending, Sellers shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the consent of the Purchaser. In addition, the Purchaser also has an insurable interest in the property from date of this contract. Purchaser is hereby notified that insurance should be placed upon the property immediately to protect Purchasers' interest.
12. **DISCLOSURE:** Buyer Seller - is a licensed Real Estate Broker or Sales Person.
13. **POSSESSION:** Possession shall be given at closing, _____ days after closing @ _____ AM PM, subject to Tenants' Rights, with deed. (Until such date, Seller shall have the right of possession free of rent, but shall pay for all utilities.) No work can be done on the property by the Purchaser until possession is given.
14. **AGENCY DISCLOSURE STATEMENT:** Purchaser acknowledges having reviewed and signed the Agency Disclosure Statement.
15. **SOLE CONTRACT:** The parties agree that this offer constitutes their entire agreement and that no oral or implied agreement exists. Any amendments to this offer shall be made in writing, signed by all parties; and copies shall be attached to all copies of the original offer. This offer shall be binding upon the parties, their heirs, administrators, executors, successors and assigns.
16. **TERMS:** The property sells: to the high bidder regardless of price, *or* subject to seller's confirmation.
17. **\$ 10 % of High Bid** must be deposited at the time of Auction as down payment by company, corporate or personal check (presented with positive I.D). This non-refundable down payment will be applied to the contract purchase price at closing and will be held in the trust account of **Ohio Real Estate Title** _____ as escrow agents for the sellers.
18. A ten percent Buyer Premium will be added to the high bid amount to determine the final contract-selling price paid by the purchaser. No Buyer premium will be charged.
19. Taxes will be prorated using the method in which Seller's share is based upon the number of days from the date of the immediately preceding semiannual installment (June 30 or December 31) to the date of closing. Buyer will be assuming 6 months of accrued taxes.
20. This property is being sold at Public Auction, without recourse. Personal on-site inspection/s of the property or properties is strongly recommended. The property will sell "as is, where is," with no warranty expressed or implied as to improvements, availability of utilities, zoning, or environmental and wetland issues. Information contained online was obtained by sources deemed reliable. However, neither Ohio Real Estate Auctions, LLC nor their agents will be responsible for any errors or omissions herein. Announcements made at the auction will take precedence over written material, advertisements, or any other oral statements made prior to the day of auction. Purchasers should carefully verify all items and make their own decision as to the accuracy thereof before relying on same. Except in the case of an absolute auction, Auction Firm reserves the right to bid on behalf of the sellers. Auctioneer reserves the right to bid on behalf of himself at any auction. The seller and Auction Company reserve the right to preclude any person from bidding if there are any questions as to the person's credentials, fitness, etc.
21. Auction Firm hereby acknowledges that they represent the Seller. An Agency Disclosure Statement must be signed by the high bidder.
22. The buyer, seller shall be responsible for all transfer taxes, recording fees, title search, and deed preparation. Seller is responsible for real estate tax prorata, mortgage releases and will convey a good and marketable title. The buyer, seller, split 50/50, is responsible for survey cost, if a survey is required for a transfer. ***Buyer is responsible for all other costs associated with closing.**
23. By bidding, the buyer agrees to waive the 10 day post inspection for lead based paint. Buyer also agrees to waive their right to receive a Residential Property Disclosure form and their right to rescind the Contract to Purchase.

Buyers Initials _____

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

25. OTHER:
None

26. EXPIRATION AND APPROVAL: This offer is void if not accepted in writing on or before close of auction o'clock A.M. P.M. Noon
 Midnight EASTERN STANDARD TIME _____, 20____.

27. Make Deed to: (print) _____

The Purchaser has read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy.

Print

Sign

Date

PURCHASER: _____

PURCHASER: _____

FULL ADDRESS: _____

PHONE NUMBERS: _____

WITNESS: _____

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

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

SELLER: Print Sign Date
X DONALD K. COPE Donald K. Cope 5/15/17
X Linda L. Buchanan Linda L. Buchanan 5/15/17

SELLER: FRANK H. COPE Linda L. Buchanan POA

FULL ADDRESS: _____

PHONE NUMBERS: _____

WITNESS: _____

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

_____ \$ _____ X _____ % _____
CO-OP REALTOR /BROKER FIRM CO-OP AGENT / BROKER

PHONE _____

