

# REAL ESTATE AUCTION BIDDER'S PACKET

## ABSOLUTE REAL ESTATE AUCTION

## THURSDAY MAY 25<sup>TH</sup> 10:00 AM

214 ANTHONY ST. CELINA, OHIO 45882

(TAKE MAIN ST 3 BLOCKS NORTH OF MARKET ST. TURN WEST ON ANTHONY ST.)
REAL ESTATE, CAR, ANTIQUES, COLLECTIBLES, COINS, FURNITURE & HH GOODS

Real Estate Description: 4 Bedroom 1 ½ Story Brick Dwelling, 1,628 Sq Ft, Built In 1965, 2 Full Baths, Living Room, Dining Room, Kitchen, Breezeway, 2 Car Attached Garage, Full Partially Finished Basement, Updated Furnace & A/C, Circuit Breakers And More.

Inspections: Open House Thursday May 11<sup>th</sup> From 6 to 7 PM Or Call Auctioneer For Private Showing. Call Joe Flatter, Jr. 937-604-6403.

Auction Terms: PROPERTY SELLS ABSOLUTE TO THE HIGHEST REGARDLESS OF PRICE!! Mercer County Auditors Appraisal Is \$99,300. 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 25, 2017. Closing To Take Place Thru Ohio Real Estate Title 125 W Main St. Fairborn, Ohio 937-878-4333.

## Real Estate Sale Sells At: 1:00 PM

<u>REALTORS WELCOME</u> - Realtors Must Register 48 Hours Prior To Sale. Reg. Forms At <u>www.flatterauctions.com</u> <u>PERSONAL PROPERTY:</u> TO BE ADDED LATER.

LOG ONTO www.flatterauctions.com FOR PHOTOS!

Auctioneers Note: This Is Not A Bankruptcy Or Foreclosure Sale. Lifelong Celina Residents Agatha & Ludvina Leugers (Sisters) 101 & 102 Years Old Respectively Have Moved To Their Retirement Home And Are Selling Their Home At Public Auction. This Is A Very Clean, Well Maintained Home, You Don't Want To Miss This Sale!!

AGATHA & LUDVINA LEUGERS OWNERS JOE FLATTER, JR. - AUCTIONEER OHIO REAL ESTATE AUCTIONS LLC

## JOE FLATTER AUCTION CO.

COMPLETE PROFESSIONAL SERVICE 407 N BROAD ST. FAIRBORN, OH 45324

<u>937-878-3444</u> <u>937-604-6403</u>



LEUGERS AGATHA F & LUDVINA
LEUGERS AGATHA F & LUDVINA
214 W ANTHONY ST
CELINA, OH 45822

## JEFFERSON TWP-CELINA CORP / CELINA SD 08-01-230-005

## LEGAL INFORMATION OLD PLAT LOT 323 W PT LOT#: 00323

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## Mercer County, Ohio - 2015 REAL ESTATE TAXES (Collecting in 2016)

Contact the <u>Treasurer's Office</u> to confirm the information presented below.

SUMMARY

Description First Half **Second Half** Full Year **Total Taxes** \$524.55 \$524.55 \$1,049.10 Taxes Paid \$524.55 \$524.55 \$1,049.10 Taxes Due \$0.00 \$0.00 \$0.00

Note

 Tax Number
 Map Number

 27-107900.0000
 08-01-230-005

 Owner: LEUGERS AGATHA F & LUDVINA

Parcel Address: 214 W ANTHONY ST

CELINA SD JEFFERSON TWP-CELINA CORP Legal 1: OLD PLAT

Legal 2: LOT 323 W PT Legal 3: LOT#: 00323

FIRST HALF TAXES

\$943.91 Gross Tax

Amount Description Note

(\$176.47) Homestead Credit (\$78.99) Non-Business Credit

(\$19.75) Owner Occupancy Credit

(\$144.15) State Equalization \$524.55 FIRST HALF TAXES FIRST HALF PAYMENTS

Amount Paid Receipt Date Description \$524.55 2/22/2016

\$524.55 TOTAL

SECOND HALF PAYMENTS

Amount Paid Receipt Date Description \$524.55 7/14/2016

\$524.55 TOTAL

\$1,049.10 TOTAL PAYMENTS TO DATE

SECOND HALF TAXES

Amount Description

\$943.91 Gross Tax

(\$176.47) Homestead Credit

(\$78.99) Non-Business Credit

(\$19.75) Owner Occupancy Credit

(\$144.15) State Equalization

\$524.55 SECOND HALF TAXES

\$1,049.10 ANNUAL TAXES

Click Below to View	<u>Type</u>	Market Values	Assessed Values
Property Record Card	Land:	\$13,400.00	\$4,690.00
Deed History	Bldg:	\$85,900.00	\$30,070.00
	CAUV:	<u>\$0.00</u>	\$0.00
<u>Survey</u>	TOTAL:	\$99,300.00	\$34,760.00
Sale Info:		\$0.00	

Parcel Number: 27-107900.0000 Class: 510

DISCLAIMER: The information found on this document is for informational purposes only and should not be considered official.

While the information on this site is believed to be accurate it is not suggested. Mercer County is not liable for course or considered.

My while the information on this site is believed to be accurate it is not guaranteed. Mercer County is not liable for errors or omissions, but we would appreciate an email or a call if something appears to be incorrect.

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Data is current as of: 10/26/2016 3:36:41 PM

Mercer County, Ohio - 2016



## 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: 214 W. Anthony St. Celina, Ohio 45822

Prop	erty Ad	ldress: 214 W. Anthony S	t. Celina, Ohio 45822						
Buye	er(s):					A			
Selle	er(s):	Agatha & Ludvina Leuger	S	,					
		I. TRANSACTIO	N INVOLVING TWO	AGENTS IN TWO DIFF	ERENT BROKERA	AGES			
The	buyer w	vill be represented by	AGENT(S)		, and	ERAGE .			
The	seller w	rill be represented by	AGENT(S)		_, and	ERAGE .			
If tw	o agent	•	TION INVOLVING T	WO AGENTS IN THE SA		E			
	Agent(s Agent(s involve	e)	oker and managers will h		work(s) for the buye work(s) for the selle: further explained on t	r. Unless personally			
	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 explain 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:								
Agen	nt(s) Joe	III. TRAN		NG ONLY ONE REAL ES		LLC will			
i	nforma	<ul> <li>As dual agents they will tion. Unless indicated bel</li> </ul>	n parties in this transaction Il maintain a neutral posi ow, neither the agent(s)	on in a neutral capacity. Dution in the transaction and nor the brokerage acting as yer or seller. If such a relationships to the brokerage acting as yer or seller.	ual agency is further of they will protect all p	explained on the back of parties' confidential			
Ø r	epreser	nt only the (check one) In this/her own best interest	seller or D buyer in this  Any information provi	transaction as a client. The	e other party is not re osed to the agent's cl	epresented and agrees to ient.			
				CONSENT	· .				
I (	(we) co we) ack	onsent to the above relation consent to the above relation consents the inference of the consents of the conse	nships as we enter into the community of	nis real estate transaction. I	If there is a dual ager ck of this form.	ncy in this transaction, I			
Ē	BUYER/TEN	NANT	DATE	MODELLANDLORD	Meady POH	5/25/1/ DATE			
B	BUYER/TEN	IANT	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, 20<sup>th</sup> 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 25, 2017
P	ROPERTY DESCRIPTION: The undersigned Purchaser agrees to purchase from the undersigned owner (seller) through Ohio Real Estate Auction
L.	LC, (Broker), the following described real estate in Celina Mercer County, OH and known 14 W Anthony St. Parcel ID # 27-107900.0000
P	RICE AND TERMS: Purchaser agrees to pay the amount of the high bid \$ plus the buyer premium of \$
fc	or a Total Contract Price of \$ for the Real Estate as follows: A non-refundable (except in the case of a non-marketable title) do
pa	syment of \$ to apply toward the Purchase Price and to be deposited by Broker, upon acceptance of this offer, in a non-interest bear
tr	ust account pending closing. In the event this Contract to Purchase does not close for any reason other than as agreed, Purchaser agrees that the do
pa	syment shall be disbursed by Broker 5 days from closing date unless Broker is previously notified in writing by purchaser that litigation has been f
w	ith a court of competent jurisdiction. A copy of the filing must be attached.
В	ALANCE & CLOSING: The balance of the Purchase Price shall be paid in the form required by the closing agent on date of closing, on or be-
	The closing date shall be automatically extended up to 30 days if Auctioneer deems necessary.
B	uyers will close through Ohio Real Estate Title 125 W Main St. Fairborn, Ohio 45324 937-878-4333
li o	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 100.00
φ <u>-</u>	per day after original closing date.
D.	BTAINING FINANCING: This purchase is not contingent upon the Purchaser obtaining financing. There are no buyer contingencies.
В	INDING OBLIGATION: Purchaser is buying the property As-Is, Where-Is and without Recourse. If Purchaser fails to close for any re-
W	hatsoever, except a nonmarketable title, Purchaser voluntarily agrees to forfeit entire down payment and may be held liable by Seller for
de	ficiency, plus court costs and reasonable legal fees, resulting from subsequent resale of the property. Time is of the essence and this is an irrevoc
01	fer to purchase, with no contingencies. In the event Purchaser fails to perform according to the terms of this contract, the down payment shall
	rfeited as partial liquidated damages, and not as a penalty, without affecting any of Seller's further remedies. Either party may demand spec rformance of this agreement.
0	WNER'S CERTIFICATION: Seller(s) certifies to Purchaser that, to the best of Sellers's knowledge: (a) there are no undisclosed latent defects;
th	ere are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the Real Es
	ay be assessed, except; (c) there are no City, County or State orders that have been served u
Se	ller(s) requiring work to be done or improvements to be made which have not been performed, except
	spections regarding habitability and use of the Real Estate shall be the responsibility of the Purchaser. All Inspections must be completed prior
Αι	action. PURCHASER IS RELYING SOLEY UPON HIS EXAMINATIONS OF THE REAL ESTATE, AND THE SELLER'S CERTIFICATI
	EREIN FOR ITS PHYSICAL CONDITION AND CHARACTER, AND NOT UPON ANY REPRESENTATION BY THE AUCTIONEERS/RE
ES	TATE AGENTS INVOLVED, WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE.
	DEMNITY: Seller and Purchaser recognize that the AUCTIONEERS/BROKERS are relying on information provided by Seller or his/her agent
	nnection with the Real Estate, and agree to indemnify and hold harmless the AUCTIONEERS/BROKERS, their agents and employees, from
cla	ims, demands, damages, suits, liabilities, costs and expenses (including reasonable legal fees) arising out of any misrepresentation or concealment
	ets by Seller or his/her agents.
C	ONVEYANCE AND CLOSING: Seller shall convey marketable title to the Real Estate by General Warranty
	ed with release of dower right, if any, AND SUBJECT TO THE RIGHTS OF THE TENANTS, if any, under existing leases and state law. Title si
he	free and unencumbered as of Closing, except restrictions and easements of record and except the following assessments (certified or otherwise)

11.	CONDITION OF IMPROVEMENTS: The risk of destruction or substantial damage by fire or Act of God prior to delivery of deed is assumed be 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 an
	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 restore
	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 Down by William 1997.
	contract by written notice to Seller and the Down Payment Shall be returned to Purchaser. While this contract is pending, Sellers shall not change an existing lease or enter into any new lease, nor make any substantial alternative and the contract is pending.
	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.	
	— British Front Distate Dioxer of Sales I Cisoti.
	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
1/1	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 amendment
	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.
	TERMS: The property sells: It to the high bidder regardless of price, or subject to seller's confirmation.
17.	And the 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 \( \subseteq \) buyer, \( \subseteq \) seller, \( \subseteq \) 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.
Rırı	vers Initials

<ul><li>24. Real Estate is sold through Ohio Real Estate Auctions, LLC.</li><li>25. OTHER:</li></ul>		
None		
20 EVENT ATVON AND ADDRESS OF		
26. <b>EXPIRATION AND APPROVAL:</b> This offer is void if not a		
Midnight EASTERN STANDARD TIME		
The Purchaser has read, fully understands and approves the foregoin	ng offer and acknowledges receipt of	of a signed copy.
<u>Print</u>	<u>Sign</u>	<u>Date</u>
PURCHASER:		
PURCHASER:		
FULL ADDRESS:		
PHONE NUMBERS:		
WITNESS:		
by Seller(s). Counteroffer shall become null and void if not Midnight EASTERN STANDARD TIME  29. SELLING FEES AND EXPENSES: Seller is to pay an auction  Print  SELLER: Ludvin and Agatha Leuger 5  SELLER:	, 20 Owner acknowledge on selling fee and reimburse agreed <u>Sign</u>	s that Agency Disclosure Statement has been signed.  expenses as per the Auction Contract. <u>Date</u>
SELLER:		
FULL ADDRESS:		
PHONE NUMBERS: WITNESS:		· ·
30. RECEIPT BY Ohio Real Estate Auctions, LLC: DATE cash cashier's check personal check #	I hereby acknomade payable to	wledge receipt of \$as
downpayment; other		in accordance with terms herein provided.
CO-OP REALTOR /BROKER FIRM	X%	CO-OP AGENT / BROKER
	9	PHONE



Page 3 of 3