



Online Only
Real Estate
Bidder's Packet



4977 Northcutt Place

Dayton, OH 45414

Tim Lile, CAI - Auctioneer/Realtor®

TimLileAuctioneer@gmail.com

(937)689-1846

Ohio's largest firm Specializing in the Sale of Real Estate at Public Auction



Online-Only Real Estate Auction
Bidding Ends
Wednesday, November 15th @ 2:30pm
4977 Northcutt Place, Dayton, Ohio 45414

**Internet
Bidding
Only**

Tax Appraised @ \$966,410! Minimum Bid ONLY \$100,000! Buy NOW \$350,000!



PROPERTY DESCRIPTION: 27,630⁺ SF 3-Story Brick Office Building Built in 1971 & Completely Renovated in 1993 with Numerous Updates Since. Situated on 2 Parcels Totaling 1.52⁺ Acres. **Zoned** SGC – Suburban General Commercial - Current Headquarters of Shook Construction. **INSTANT INCOME** – As Seller Will Enter 6 Month NNN Lease @ \$3 per SF with Multiple 90 Day Optional Extensions Commencing 12/15/2017. **Annual Taxes:** \$35,787. **Updates & Features:** Glass Atrium; Elevator Serving All 3 Floors; Multiple Conference Rooms; Classrooms; 28,000 SF Paved Parking with 94 Lined Spaces; Secured Entry; EPDM Roof – Age 25 Years (No Warranty); Constant Volume Cold Air with Hot Water Re-Heat Vavs: RTU 1 – New in 2015 (Bryant); RTU 2 – New in 1993 (Carrier); RTU 3 – New in 1993 (Carrier); RTU Condensing Unit 60 Ton & Roof Top AHU – New in 1988 (Trane); HVAC Controls Through Metasys; 2 Boilers – New in 2010 (Lochinvar); Fire & Security Systems; Video Surveillance Cameras; New Technology Room CRAC Unit 2006; Masonry Tuck Pointed in 2011; Windows Re-Caulked in 2014; Updated Landscaping in 2015: **Montgomery County PID's:** R72 117219 0010 & 0011. Some Office Systems & Furnishings Available Separately at a Later Date. **Great Space With Easy Access to I-75 Only Two Exits South of I-70!**

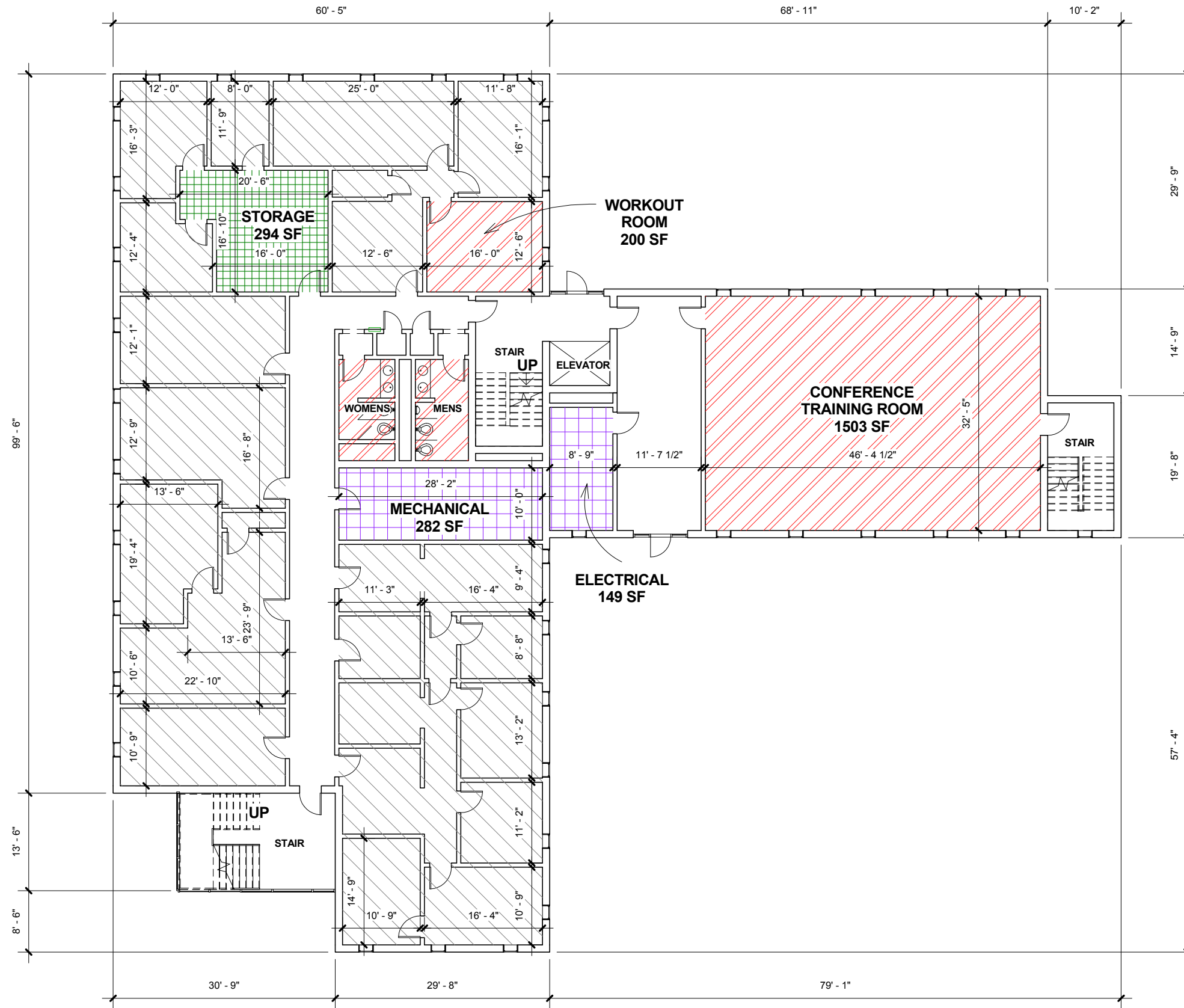
INSPECTIONS: Fridays, November 3 & 10 - Guided Tours begin @ 9:30am & 10:30am

TERMS: All bidding will be Online-Only. Property sells As-Is with no contingencies for financing, inspections or otherwise. All desired inspections should be completed prior to auction end. 10% Buyer's Premium will be added to winning bid to establish final contract selling price. Short tax proration. Buyer pays all closing costs. **Deposit and Closing:** Successful bidder will be required to deposit 10% of the total contract price within 24 hours of auction end. Close on or before December 14, 2017 through M & M Title Company. Seller Lease Back commences on December 15, 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 48 hours prior to auction end time & prior to client's online registration; 2) Accompany your client to a scheduled Inspection or conduct a private showing; 3) Guide buyer to closing.

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



SHOOK CONSTRUCTION

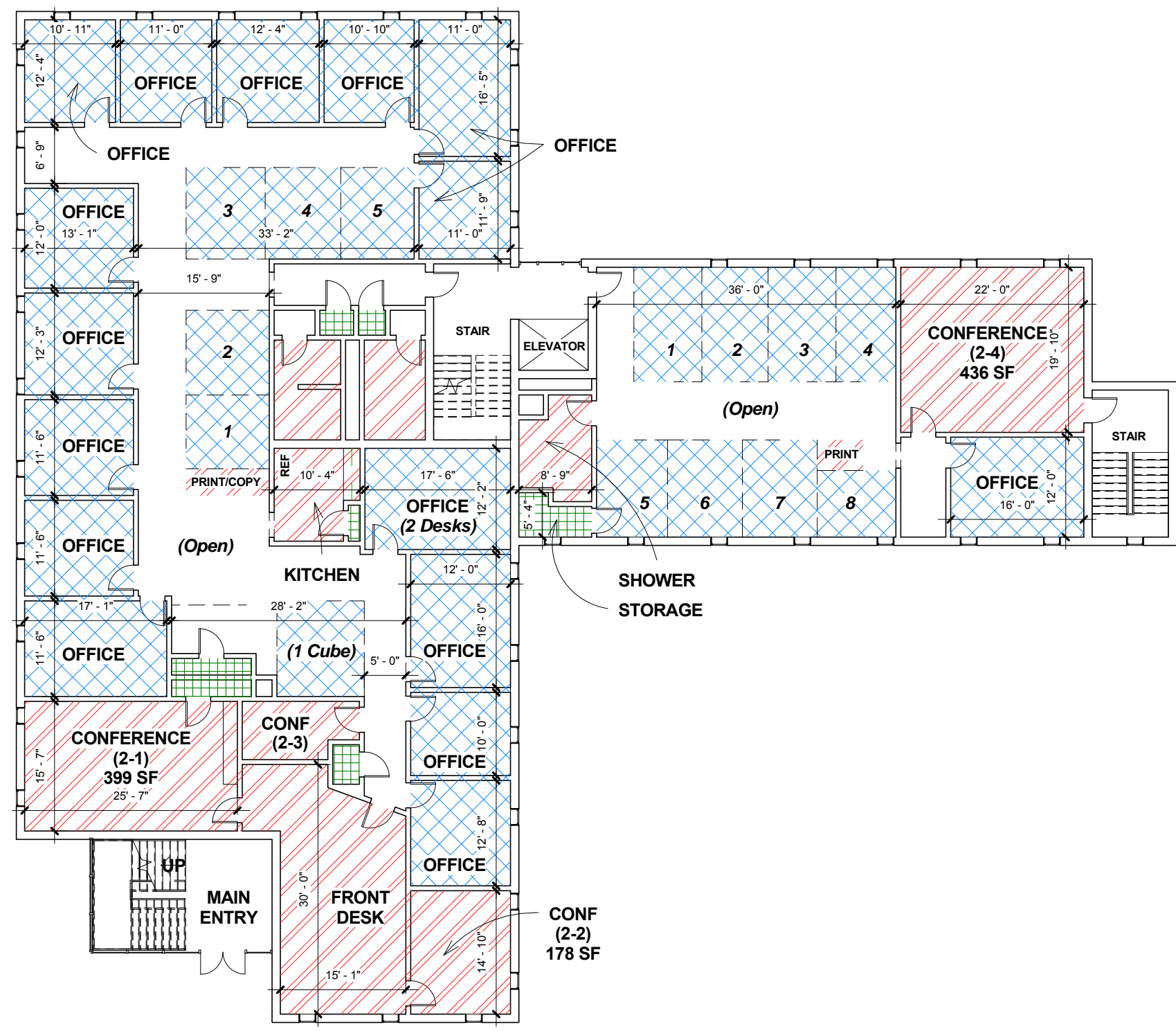
DAYTON OFFICE - 2016

1 Level 1 - External
1/16" = 1'-0"



SHOOK CONSTRUCTION

DAYTON OFFICE - 2016

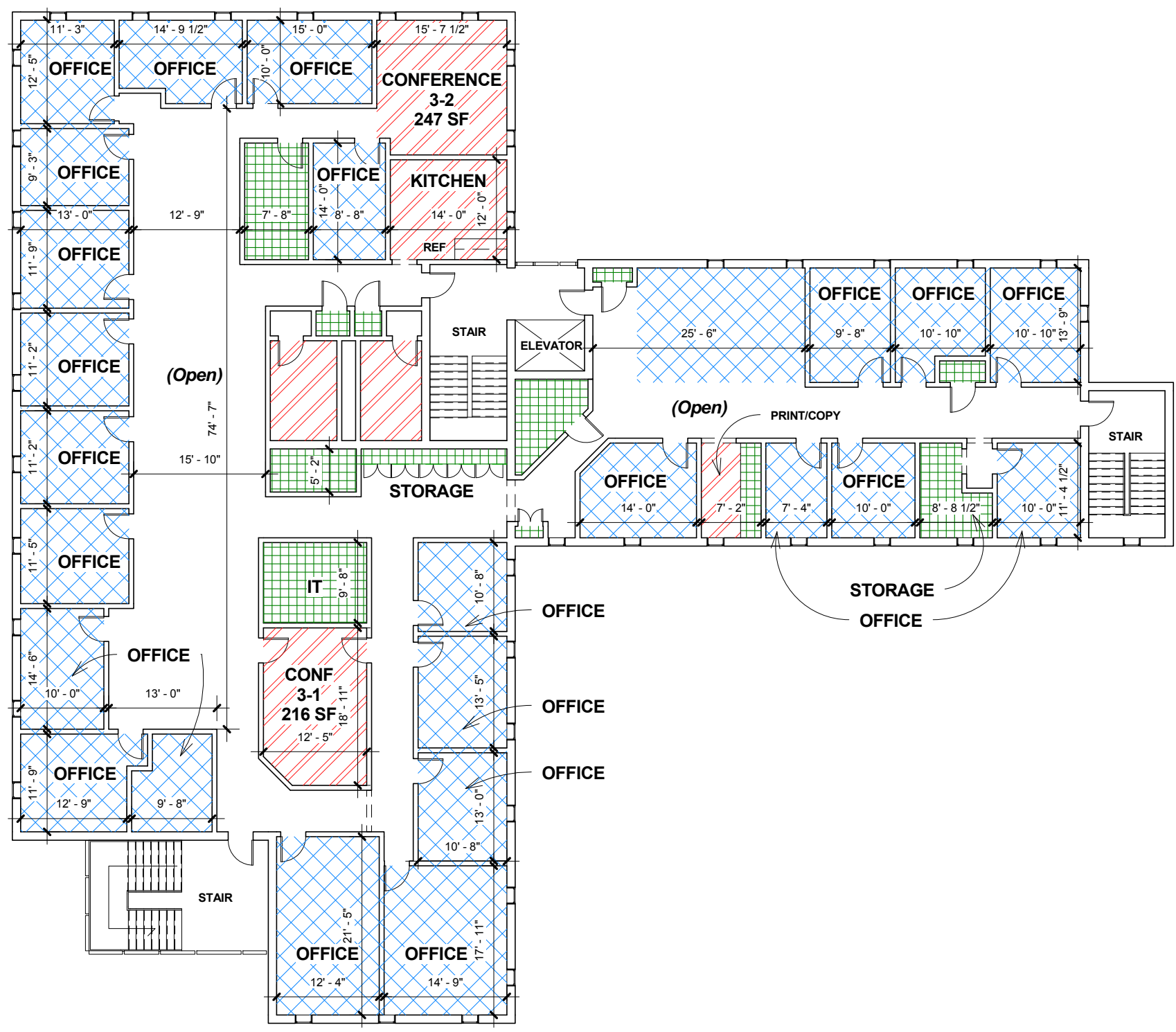


1 Level 2 - External
1/16" = 1'-0"



SHOOK CONSTRUCTION

DAYTON OFFICE - 2016



1 Level 3 - External
1/16" = 1'-0"

PARID: R72117219 0010
PARCEL LOCATION: 4977 NORTHCUTT
PL

NBHD CODE: C3501DAY

[Click here to view neighborhood map](#)

Owner

Name

SHOOK NATIONAL CORPORATION

Mailing

Name SHOOK CONSTRUCTION

Mailing Address 4977 NORTHCUTT PL

City, State, Zip DAYTON, OH 45414

Legal

Legal Description 78601 PT PARKVIEW N

Land Use Description C - OFFICE BULD 3 OR MORE STORIES ELEVAT

Acres 1.006

Deed

Tax District Name DAYTON-NORTHRIDGE

Sales

Date	Sale Price	Deed Reference	Seller	Buyer
04-SEP-92	\$349,000			

Values

***** TENTATIVE VALUES CURRENTLY
 UPDATING *****

	35%	100%
Land	32,390	92,540
Improvements	305,850	873,870
CAUV	0	0
Total	338,240	966,410

***** TENTATIVE VALUES CURRENTLY
 UPDATING *****

Current Year Special Assessments

31911-DAY LIGHT DISTRICT B

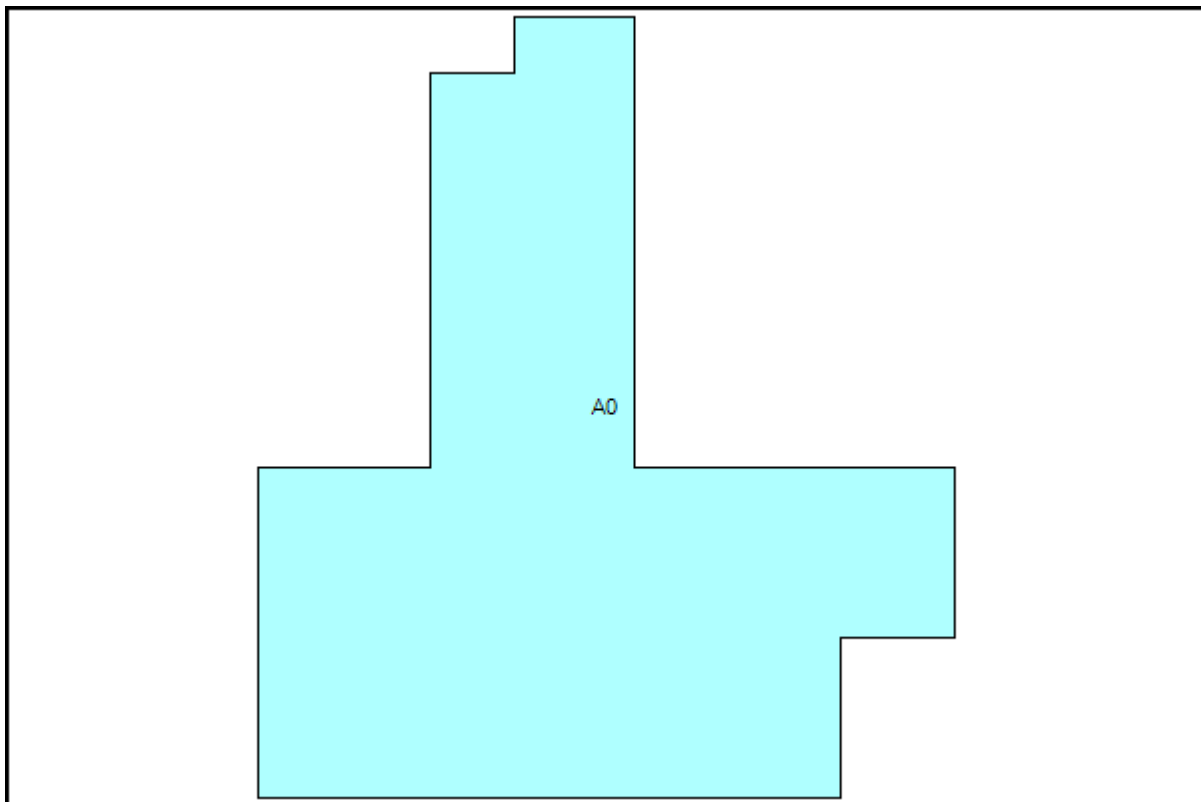
\$456.75

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 2/17/2017	1st Half Payments	2nd Half Due 7/21/2017	2nd Half Payments	Total Currently Due
2017	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



PARID: R72117219 0010**PARCEL LOCATION: 4977 NORTHCUTT
PL****NBHD CODE: C3501DAY**

Commercial Property Data

Primary Use of Building	353-OFFICE BLDG L/R 1-4S
Year Built	1971
Number of Stories	03
Number of Units	
Building Gross Floor Area	27630
Number of Bedrooms	

Line	Description	Square Footage	Value	
1	OFFICES		9,210	560,840
2	OFFICES		18,420	979,770

Out Building

Improvement	ASPHALT OR BLACKTOP PAVING
Quantity	1
Size (sq. ft)	28000
Year Built	1971
Grade	C
Condition	AVERAGE
Value	20170

PARID: R72117219 0010
PARCEL LOCATION: 4977 NORTHCUTT PL

NBHD CODE: C3501DAY

Tax Year	Total Value
2000	952,960
2001	952,960
2002	1,000,370
2003	1,000,370
2004	1,000,370
2005	1,020,380
2006	1,020,380
2007	1,020,380
2008	1,013,210
2009	1,013,210
2010	1,013,210
2011	932,150
2012	932,150
2013	932,150
2014	966,410
2015	966,410
2016	966,410 *** TENTATIVE VALUE ***
2017	966,410

PARID: R72117219 0010
PARCEL LOCATION: 4977 NORTHCUTT
PL

NBHD CODE: C3501DAY

Special Assessments

Year	Project	Charge	Fee	Penalty	Interest	Total Charge
2017	31911-DAY LIGHT DISTRICT B	\$435.00	\$21.75	\$0.00	\$0.00	\$456.75

Year	Project	Charge	Fee	Penalty	Interest	Total Charge
2018	31911-DAY LIGHT DISTRICT B	\$435.00	\$21.75	\$0.00	\$0.00	\$456.75

Year	Project	Charge	Fee	Penalty	Interest	Total Charge
2019	31911-DAY LIGHT DISTRICT B	\$435.00	\$21.75	\$0.00	\$0.00	\$456.75

PARID: R72117219 0010
PARCEL LOCATION: 4977 NORTHCUTT
PL

NBHD CODE: C3501DAY

Tax Year	Total Value
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2000	952,960
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2001	952,960
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2002	1,000,370
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2003	1,000,370
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2004	1,000,370
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2005	1,020,380
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2006	1,020,380
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2007	1,020,380
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2008	1,013,210
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2009	1,013,210
------	-----------

2010	1,013,210
------	-----------

2011	932,150
------	---------

2012	932,150
------	---------

2013	932,150
------	---------

2014	966,410
------	---------

2015	966,410
------	---------

2016	966,410
------	---------

2017	966,410 *** TENTATIVE VALUES CURRENTLY UPDATING ***
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PARID: R72117219 0011
PARCEL LOCATION: NORTHCUTT PL

NBHD CODE: C3501DAY

[Click here to view neighborhood map](#)

Owner

Name
 SHOOK NATIONAL CORPORATION

Mailing

Name SHOOK CONSTRUCTION
 Mailing Address 4977 NORTHCUTT PL
 City, State, Zip DAYTON, OH 45414

Legal

Legal Description 78597
 Land Use Description C - OFFICE BULD 3 OR MORE STORIES ELEVAT
 Acres .5103
 Deed 1993-00810C003
 Tax District Name DAYTON-NORTHRIDGE

Sales

Date	Sale Price	Deed Reference	Seller	Buyer
04-SEP-92	\$349,000			

Values

***** TENTATIVE VALUES CURRENTLY
 UPDATING *****

	35%	100%
Land	12,940	36,980
Improvements	4,400	12,560
CAUV	0	0
Total	17,340	49,540

***** TENTATIVE VALUES CURRENTLY
 UPDATING *****

Current Year Special Assessments

31911-DAY LIGHT DISTRICT B

\$22.39

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 2/17/2017	1st Half Payments	2nd Half Due 7/21/2017	2nd Half Payments	Total Currently Due
2017	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



Sorry, no sketch available
for this record

PARID: R72117219 0011
PARCEL LOCATION: NORTHCUTT PL

NBHD CODE: C3501DAY

Out Building

Improvement	ASPHALT OR BLACKTOP PAVING
Quantity	1
Size (sq. ft)	17000
Year Built	1970
Grade	C
Condition	AVERAGE
Value	12560

PARID: R72117219 0011
PARCEL LOCATION: NORTHCUTT PL

NBHD CODE: C3501DAY

Special Assessments

Year	Project	Charge	Fee	Penalty	Interest	Total Charge
2017	31911-DAY LIGHT DISTRICT B	\$21.32	\$1.07	\$0.00	\$0.00	\$22.39

Year	Project	Charge	Fee	Penalty	Interest	Total Charge
2018	31911-DAY LIGHT DISTRICT B	\$21.32	\$1.07	\$0.00	\$0.00	\$22.39

Year	Project	Charge	Fee	Penalty	Interest	Total Charge
2019	31911-DAY LIGHT DISTRICT B	\$21.32	\$1.07	\$0.00	\$0.00	\$22.39

PARID: R72117219 0011
PARCEL LOCATION: NORTHCUTT PL

NBHD CODE: C3501DAY

Tax Year	Total Value
2000	33,090
2001	33,090
2002	41,180
2003	41,180
2004	41,180
2005	41,860
2006	41,860
2007	41,860
2008	48,640
2009	48,640
2010	48,640
2011	45,680
2012	45,680
2013	45,680
2014	49,540
2015	49,540
2016	49,540
2017	49,540 *** TENTATIVE VALUES CURRENTLY UPDATING ***

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE is executed this ____ day of _____, 2017 (which represents the date the Property is transferred from Tenant to Landlord as described below, the "Effective Date"), by and between _____ ("Landlord"), whose address is _____, and _____ ("Tenant"), whose address is 4977 Northcutt Place, Dayton, Ohio 45414, with reference to the following:

- A. As of the Effective Date, Landlord purchased from Tenant, and Tenant conveyed to Landlord, the Property (as defined below).
- B. Tenant will retain possession and occupancy of the Premises (as defined below) after the Effective Date through the Expiration Date (as defined below) pursuant to the terms and conditions of this Lease.

NOW THEREFORE, the parties hereby agree as follows:

1. **GRANT.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, approximately 26,100 square feet (the "Premises"), being 100% of the building known as 4977 Northcutt Place, Dayton, Ohio 45414, located on the land legally described in Exhibit A attached hereto and made a part hereof (the building and the land are referred to herein as the "Property"). Tenant shall have the right to park in any parking areas on the Property, as well as access through and use of the remaining portions of the Property as common areas.

2. **TERM.** This lease shall commence on the Effective Date ("Commencement Date") and end on August __, 2018 (the "Expiration Date"), unless extended as provided herein (the "Term"). Tenant may extend the Term for up to four (4) successive periods of ninety (90) days each (each a "Renewal Period") by delivering written notice of such extension to Landlord at least thirty days prior to the expiration of the then current initial Term or Renewal Period, as applicable.

3. **RENT.**

A. Commencing on the Commencement Date, Tenant shall pay to Landlord as "Base Rent" for the Premises during the Term to the address of _____, or as directed from time to time by Landlord's notice, the annual sum of \$78,300.00 payable in advance in equal monthly payments of \$6,525.00 promptly on the first day of every calendar month of the Term, without demand, the same being hereby waived and without any set-off or deduction whatsoever. The first Base Rent payment shall be due and payable on the Commencement Date. In the event the Commencement Date falls on a day other than the first day of a calendar month, the Base Rent payment shall be prorated for the partial month at the beginning of the Term. The Base Rent referred to herein is based on 26,100 rentable square feet at \$3 per square foot. In addition to such Base Rent, as additional rent hereunder, Tenant shall pay any and all excise, privilege or sales tax, assessments, levy, imposition or charge now or hereafter levied on the rental or the receipt thereof, except Landlord's income tax, regardless of whether any such tax or other charge is identified under the law authorizing same as a tax against the Tenant or the Landlord.

B. In addition to the Base Rent specified in subparagraph A above, Tenant agrees to pay the Taxes and Operating Expenses in the manner and at the times hereafter set forth. Certain terms are defined as follows:

1) "Taxes" shall mean all real estate taxes and installments of assessments which are levied or assessed (on an accrual basis) during the Term against the Property and any taxes which shall be levied in lieu of any such taxes. Nothing herein contained shall be construed to include as Taxes any inheritance, estate, succession, transfer, gift, franchise, corporation, net income or profit tax or capital levy that is or may be imposed upon the Landlord.

2) "Operating Expenses" shall mean all direct and reasonable costs of operating the building as Tenant paid during its ownership (e.g. insurance, snow removal,

lawn care, utilities, interior maintenance, cleaning/janitorial, telephone/data services, etc.), except expenses excluded by Section 7.

The amount of Taxes to be paid to Landlord shall be based upon the most current tax bills available, with Tenant paying to Landlord in monthly installments at the time Tenant pays Base Rent 1/12 of the annual Tax amount reflected in the currently available tax bills. Landlord shall be responsible for paying the applicable taxing authority at such time that such Taxes are due and payable. Tenant shall contract directly with service providers in connection with the operation of the Property. All Operating Expenses shall be paid by Tenant directly to such service providers. Tenant shall not be responsible for any capital repairs or improvements.

4. **QUIET ENJOYMENT.** So long as Tenant shall observe and perform the covenants and agreements binding on it hereunder, Tenant shall, at all times during the Term, peacefully and quietly have and enjoy possession of the Premises without any hindrance by Landlord or any person claiming under Landlord, subject, however, to the terms and conditions of this Lease.

5. **CERTAIN RIGHTS RESERVED TO LANDLORD.** Landlord hereby reserves the following rights: (a) approval of any improvements performed in the Premises, (b) to have pass keys to the Premises; (c) at any time in the event of an emergency, and otherwise at reasonable times upon twenty-four hour prior notice, to access the Premises to take any and all measures, including inspections, repairs, alterations, additions and improvements to the Premises or to the building, as may be necessary or desirable for the safety, protection or preservation of the Premises or the Property, or as may be necessary in order to comply with all laws, orders and requirements of any governmental or other authority; provided, however, that Landlord shall not unreasonably interfere with Tenant's business operations or use of the Premises; and (d) during the last ninety (90) days of the Term (including any Renewal Periods), Landlord may show the Premises to prospective tenants; provided, however, that Landlord shall not unreasonably interfere with Tenant's business operations or use of the Premises.

6. **INSURANCE/RELEASE/WAIVER OF SUBROGATION.**

A. Tenant agrees that from and after the Commencement Date and continuing throughout the Term hereof, Tenant shall continue to carry and maintain, at its sole cost and expense, the following types of insurance and in the amounts specified and in the form herein-after provided:

1) Commercial General Liability Insurance covering the Premises and Tenant's use thereof against claims for personal injury or death and property damage occurring upon, in or about the Premises. Such insurance shall have a combined single limit on an occurrence basis of not less than One Million Dollars (\$1,000,000.00) for personal injury, death and/or property damage.

2) "Special Risk" Property Insurance covering Tenant's trade fixtures and personal property from time to time in, on or about the Premises. Such insurance shall be in an amount at least equal to ninety percent (90%) of the replacement cost of the insured property; shall provide protection against perils that are covered under standard insurance industry forms of "Special Risk" property insurance; and must include insurance against sprinkler leakage, vandalism, malicious mischief, earthquake and flood.

3) "Special Risk" Property Insurance coverage covering the Building (including exterior walls, leasehold improvements, downspouts, gutters and roof and excluding all fixtures and property required to be insured by Tenant pursuant to Subsection 6.A(2) above in an amount not less than one hundred percent (100%) of full replacement cost providing protection against perils that are covered under standard insurance industry practices within the classification of "Special Risk" property insurance to include insurance against sprinkler damage, vandalism, malicious mischief, earthquake and flood.

All policies of insurance provided for in this Subsection 6.A. shall be issued in form reasonably acceptable to Landlord by insurance companies reasonably acceptable to Landlord and qualified to do business in Ohio. Landlord shall be additional insured on the policy described in

Subsection 6.A(1) above and a certificate thereof shall be delivered to Landlord within fifteen (15) days after delivery of possession of the Premises to Tenant and thereafter within fifteen (15) days prior to the expiration of the policy; and shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry. Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the right to self-insure the property described in Subsection 6.A(2) and/or provide required coverages under Subsections 6.A(1) and 6.A(2) on a blanket policy with other locations.

The cost of maintaining the insurance coverage referred to in this Subsection 6.A. shall be part of Operating Expenses and paid by Tenant directly to the applicable insurance provider.

B. All personal property belonging to Tenant or any occupant of the Premises that is in or on any part of the Property shall be there at the risk of Tenant or of such other person only, and Landlord, its agents and employees, shall not be liable for any damage thereto or for the theft or misappropriation thereof, unless caused by the gross negligence or willful misconduct of Landlord. Neither landlord nor its agents or employees shall be liable for any damage or loss to fixtures, equipment, merchandise or other personal property of Tenant located anywhere in or on the Premises caused by theft, fire, water, explosion, sewer backup or any other insurable hazards, and Tenant does hereby expressly release Landlord, its agents and employees of and from any and all liability for such damages or loss; except to the extent caused by the gross negligence or willful misconduct of Landlord. Neither Landlord nor its agents or employees shall be liable for any damage or loss resulting from business interruption at the Premises arising out of or incident to the occurrence of any of the perils which can be covered by a "Special Risk" business interruption policy, and Tenant does hereby expressly release Landlord, its agents and employees of and from any and all liability for such damage or loss.

C. Each party hereby waives its rights against the other with respect to losses required to be insured against by such party under this Section 6. The policies required to be carried under this Section 6 shall provide for waivers of any right of subrogation that the insurer of such party may acquire against the other party hereto with respect to any such losses.

7. MAINTENANCE AND REPAIRS. Tenant, at its expense, shall make all necessary repairs and perform all necessary maintenance in order to keep the Building and Property in the condition required by Section 16; provided, however, that in the event a capital repair or capital improvement is needed to the Building or Property, Landlord, at its expense and not subject to reimbursement as an Operating Expense, shall promptly undertake such capital repair or capital improvement (or, at Tenant's option, Tenant shall undertake such capital repair or capital improvement and Landlord shall reimburse Tenant for the reasonable cost thereof). By way of example and not limitation, capital repairs and capital improvements shall include such things any repair or replacement of the roof, major repairs or reconstruction of structural portions of the Building, the replacement of the Building's HVAC, plumbing, electrical or mechanical systems, fixtures or equipment (or major component parts thereof), major repairs or replacements of utility lines located outside the Building which provide utility service to the Building, and repairs and replacements required in order to cause the Building or Property to comply with applicable laws (unless such repairs or replacements are required solely as a result of Tenant's use of the Property).

8. LIMITATION OF LANDLORD'S LIABILITY. If Landlord fails to perform any of its obligations under this Lease, and, as a consequence of this default, Tenant recovers a money judgment against Landlord, that judgment may be satisfied only out of the proceeds of sale received upon execution of the judgment against the right, title and interest of Landlord in the Property, and neither Landlord nor any of the partners, shareholders, officers, directors, or employees of Tenant have the right to levy its execution against any property of Landlord other than its interest in the Property. In the event of the sale or other transfer of Landlord's interest in the Property, Landlord shall be released from all liability and obligations under this Lease accruing after the date of such transfer.

9. INDEMNITIES.

A. Subject to the waiver of subrogation provisions provided for in Section 6 above, Tenant shall indemnify and hold harmless Landlord from any and all costs, expenses (including

reasonable attorney's fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands resulting from injury, illness, or death of any person or the destruction of any property arising out of any negligent or willful act of Tenant, Tenant's employees, agents, invitees, or licensees or out of any condition of the Premises or its use proximately caused or created by Tenant, except to the extent caused by the negligence or intentional misconduct of Landlord. If Landlord pays any sum of money by reason foregoing, then the sum so paid by Landlord, together with costs, damages, and reasonable attorney's fees, shall be considered additional rent due in the month succeeding such payments.

B. Subject to the waiver of subrogation provisions provided for in Section 6 above, Landlord shall indemnify and hold harmless Tenant from and against any and all costs, expenses (including reasonable attorney's fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind and asserted by or on behalf of any person or governmental authority, arising out of or in any way connected with, and Tenant shall not be liable to Landlord on account of, any material failure by Landlord to comply with any statutes, ordinances, regulations or orders of any governmental authority, or any accident, death or personal injury, or material damage to or loss or theft of property, which shall occur in or about the Premises to the extent occasioned by reason of any negligent or willful act of Landlord, its agents, contractors, licensees, invitees or employees, except to the extent caused by the negligence or intentional misconduct of Tenant.

10. DAMAGE, DESTRUCTION OR CONDEMNATION. Should the Premises be damaged by fire or other casualty, or should all or part of the Premises be taken or condemned by a competent public authority, Landlord, with reasonable promptness, shall make all necessary repairs and alterations to restore the Premises to be fully usable for the Tenant's business. If the Premises are substantially damaged or taken or condemned such that Tenant cannot reasonably conduct its business from the Premises or are rendered wholly untenable, then upon receipt of a request from Tenant, Landlord shall give Tenant written notice ("Landlord's Notice") within thirty (30) days of Tenant's request of Landlord's reasonable estimate of the period required to reconstruct the Premises (which shall be based upon the opinion of Landlord's engineer or architect) and if such period of reconstruction is in excess of 90 days from the date of the casualty, taking or condemnation, Tenant shall have the right to terminate this Lease by notice to Landlord given within thirty (30) days after Landlord's Notice. Further, if Landlord does not substantially complete the repair and restoration of the Premises within 90 days after the date of the casualty, taking or condemnation, Tenant shall have an additional right to cancel and terminate this Lease upon delivery of notice to Landlord delivered not more than thirty (30) days after the expiration of such 90-day period. If the Lease shall be terminated as provided in this Section 9, then all rent and other sums due hereunder from Tenant shall be abated during the unexpired portion of this Lease, effective upon the date of the occurrence of such damage, taking or condemnation. If the Lease shall not be terminated as provided in this Section 9, then the Lease shall remain in full force and effect, and all rent and other sums due hereunder from Tenant shall be equitably abated in proportion to the portion of the Premises that Tenant is not able to use during such period that the Premises is being repaired, or in its entirety until such damage is fully repaired in the event that Tenant is unable to use any portion of the Premises.

11. USE OF PREMISES. The Premises shall be used solely during the term of this Lease and any renewal thereof for general office use. Such use may not violate any laws, federal, state or local, or any regulation of any governmental body having jurisdiction over the Premises. The Tenant shall operate its business in a safe and proper manner, and shall not manufacture, store, display, or maintain any products or materials that will unreasonably endanger the Premises, shall not create a nuisance on the Premises and shall commit no waste. The Tenant shall abide by all police and fire regulations concerning the operation of its business, shall store all trash, rubbish and debris in closed containers. No outside storage of any materials, products, trash or debris shall be allowed.

12. SUCCESSORS AND ASSIGNS. The conditions, covenants and agreements in the Lease shall bind and inure to the benefit of the parties, their successors and assigns. The foregoing notwithstanding the Tenant may sublet the Premises or assign the Lease without prior written consent of the Landlord.

13. MORTGAGES, LEASE SUBORDINATION, NON DISTURBANCE AND ATTORNMENT. This Lease may, at Landlord's election, be subordinated to a mortgage upon

the execution by Tenant of an instrument evidencing such subordination of the Lease and, in addition thereto, an Estoppel Certificate if required by the mortgagee, provided, however, that any such subordination is conditioned upon such subordination instrument containing a "Non-Disturbance Agreement". The term "Non Disturbance Agreement" as used herein shall mean an agreement or provision in any instrument pertaining to the Premises which is binding upon the mortgagee and which contains an acknowledgment of the validity of the Lease by the mortgagee and a provision requiring the mortgagee to provide for the continuation of the Lease and a prohibition against such mortgagee disturbing the Tenant's tenancy and rights as provided in the Lease, so long as Tenant is not in default hereunder and the time allowed to Tenant under this Lease to cure any default has not expired. Tenant hereby agrees to recognize any subsequent owner of the Premises as the Landlord under this Lease the same as if no transfer of ownership had occurred.

14. DEFAULT; REMEDIES

A. Any of the following shall be a "Default" under this Lease: (i) Tenant fails to pay the rent or any other sums payable by Tenant under this Lease, and the failure continues for a period of 10 days after the due date, (ii) Tenant fails to perform any other obligations under this Lease and the failure continues for 30 days after written notice from Landlord, or for a longer period of time if 30 days is not sufficient time to repair, remedy or correct the obligation breached, or (iii) Tenant becomes bankrupt or insolvent or files or has filed against it a petition in bankruptcy or for reorganization or arrangement or other relief under the National Bankruptcy Act or makes an assignment for the benefit of creditors.

B. Upon the occurrence of a Default, Landlord may re-enter the Premises, with or without terminating this Lease. If Landlord at any time terminates this Lease for any default, then, in addition to any other remedy it may have, it may recover from Tenant all damages it may incur by reason of the default, including the cost of recovering the Premises and the value at the time of termination of the excess, if any, of the amount of rent and charges reserved in this Lease for the remainder of the Term over the then reasonable rental value of the Premises for the remainder of the Term, both figures being discounted to present value. Alternatively, Landlord may elect to keep this Lease in effect and recover monthly from Tenant an amount equal to the rent and other charges due less the amount, if any, of any rental which Landlord may receive by reletting the Premises. Landlord shall use commercially reasonable efforts to mitigate any damages from a Default.

C. If Tenant shall fail to make any payment or perform any act required to be made or performed under this Lease, Landlord without waiving or releasing any obligation or default, may (but shall be under no obligation to), at any time, and upon reasonable notice to and opportunity to cure by Tenant, make the payment or perform the act for the account and at the expense of Tenant, and may enter upon the Premises for the purpose and take all action as may be necessary to correct Tenant's breach. No such entry shall be deemed an eviction of Tenant. All sums to paid by Landlord and all costs and expenses (including, but not limited to, actual and reasonable attorneys' fees and expenses) so incurred shall constitute additional rent and shall be paid by Tenant to Landlord on demand.

15. HOLDING OVER. Any holding over after the expiration of the term of this Lease, with the consent of the Landlord, shall be construed as a tenancy from month to month on all the terms and conditions herein specified.

16. TERMINATION. Upon the expiration or other termination of the Lease, the Tenant shall surrender the Premises to the Landlord in good and clean condition and in the condition and repair as such Premises were in at the commencement of this Lease, ordinary wear and tear and Landlord's repair obligations excepted. If Tenant is not in default, Landlord hereby waives its right to claim as real estate any equipment installed or any trade fixtures affixed to the Premises and the same may be removed by the Tenant prior to termination of the Lease, provided Tenant shall repair any damage resulting from the removal.

17. SOLE AGREEMENT. This Lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

18. **NOTICES.** Notices required herein will be considered as given forty-eight (48) hours after being sent by registered or certified mail, postage prepaid, to the parties at the following addresses first set forth above. Should the address of either party change, such party shall give written notice to the other of its new address.

The parties have entered into and executed this Lease through their authorized representative as of the date first above written.

LANDLORD:

TENANT:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF OHIO)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by _____, the _____ of
_____, a(n) _____, on
behalf of such _____.

Notary Public

STATE OF OHIO)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by _____, the _____ of
_____, a(n) _____, on
behalf of such _____.

Notary Public

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.

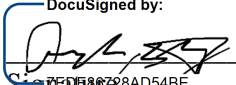
We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything 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.

Andy Goetz

Name (Please Print)

Name (Please Print)

DocuSigned by:


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: 4977 Northcutt Place, Dayton, Ohio 45414

Buyer(s): _____

Seller(s): Shook National Corporation

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) Tim Lile 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 _____

SELLER/LANDLORD
7EDE88728AD64BE...

9/28/2017

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: November 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 Montgomery County, OH and more commonly known as:

4977 Northcutt Place, Dayton Ohio 45414; Montgomery County PID's: R72 117219 0010 & R72 117219 0011
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 Ohio Real Estate Auctions and transferred to 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 **15 December 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 a Minimum Bid of \$100,000.
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: _____ **Ohio Real Estate Auctions, LLC** hereby acknowledges receipt of: \$ _____

Cash Cashier's Check# _____ Check # _____

Bank Name: _____ made payable to **Ohio Real Estate Auctions** as down payment in accordance with the terms herein provided.

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

_____ \$ _____ X 1% \$ _____

CO-OP AGENT NAME

WINNING BID

COMPENSATION

CO-OP AGENT SIGNATURE

AGENT PHONE _____ AGENT EMAIL _____





Irrevocable Letter of Instruction Re: Down Payment

I have agreed to purchase the real estate located at:

4977 Northcutt Place, Dayton Ohio 45414; Montgomery County PID's: R72 117219 0010 & R72 117219 0011

under the terms and conditions of the attached Contract to Purchase at Online Auction dated: **15 November 2017**

As part of this transaction I have made a down payment of money to **M & M Title Company** who will hold the money in Trust as Escrow Agent until closing.

I understand the funds I have provided **M & M Title Company** are to be applied to the Total Contract Price. However, in the event I do not close on this property on or before **14 December 2017 at 5:00pm**, I irrevocably instruct **M & M Title Company** to disburse my down payment as required under paragraph 2 of the contract. **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).

Paragraph 2 states:

PRICE AND DEPOSIT: Purchaser agrees to pay the amount of the **High Bid** of \$ _____ plus the **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 instruction from the Broker and the authority granted in this Irrevocable Letter of Instruction, I authorize and direct **M & M Title Company** to follow the instructions of the Broker as to the distribution of my down payment.

Further, I agree to hold Broker & **M & M Title Company** harmless for any such disbursements to any individuals or entities.

I have reviewed the Contract to Purchase at Online Auction dated **15 November 2017** and this Irrevocable Letter of Instruction and:

1. I understand the terms and conditions of both documents. **(Initial)**_____
2. I have voluntarily executed these agreements. **(Initial)**_____
3. I acknowledge this authorization and my direction to Escrow Agent may result in none of my down payment being returned to me. **(Initial)**_____

Dated: _____

Purchaser:

Print: _____ Sign: _____

Witness:

Print: _____ Sign: _____