# OhioRealEstateAuctions

## 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)

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 <b>Fairborn</b> , <b>Greene</b> County, OH and known a <b>506 W Main St Fairborn, Ohio 45324 Parcel ID #A02000100020016200</b>
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. In the event this Contract to Purchase does not close for any reason other than as agreed, Purchaser agrees that the down
	payment shall be disbursed by Broker 5 days from closing date unless Broker is previously notified in writing by purchaser that litigation has been filed
	with a court of competent jurisdiction. A copy of the filing must be attached.
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
	Oct. 14, 2022 The closing date shall be automatically extended up to 30 days if Auctioneer deems necessary.
4.	Buyers will close through Ohio Real Estate Title Co. (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 o
	\$ 200.00 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. 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.
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 upor Seller(s) requiring work to be done or improvements to be made which have not been performed, except None
	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 SOLEY 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/REAL
	ESTATE AGENTS INVOLVED, WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE.
<b>)</b> .	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
Bu	yers Initials

Buy	yers Initials Page 2 of 3
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	2
	Property Disclosure form and their right to rescind the Contract to Purchase.
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
	survey is required for a transfer. *Buyer is responsible for all other costs associated with closing.
	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
	The v buyer, seller shall be responsible for all transfer taxes, recording fees, title search, and deed preparation. Seller is responsible for real estate
21.	Auction Firm hereby acknowledges that they represent the Seller. An Agency Disclosure Statement must be signed by the high bidder.
	person from bidding if there are any questions as to the person's credentials, fitness, etc.
	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
	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
	advertisements, or any other oral statements made prior to the day of auction. Purchasers should carefully verify all items and make their own decision
	their agents will be responsible for any errors or omissions herein. Announcements made at the auction will take precedence over written material,
	and wetland issues. Information contained online was obtained by sources deemed reliable. However, neither Ohio Real Estate Auctions, LLC nor
<b></b> .	The property will sell "as is, where is," with no warranty expressed or implied as to improvements, availability of utilities, zoning, or environmental
20	This property is being sold at Public Auction, without recourse. Personal on-site inspection/s of the property or properties is strongly recommended.
17.	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.
10	premium will be charged.  Taxes will be provided using the method in which Sallar's charge is based upon the number of days from the data of the immediately preceding
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
10	Ohio Real Estate Auctions LLC as escrow agents for the sellers.
	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
17.	
	<b>TERMS</b> : The property sells: ☐to the high bidder regardless of price, or ☑ subject to seller's confirmation.
	upon the parties, their heirs, administrators, executors, successors and assigns.
	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
15.	SOLE CONTRACT: The parties agree that this offer constitutes their entire agreement and that no oral or implied agreement exists. Any amendments
	AGENCY DISCLOSURE STATEMENT: Purchaser acknowledges having reviewed and signed the Agency Disclosure Statement.
	Purchaser until possession is given.
	(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
13.	POSSESSION: Possession shall be given 🗹 at closing, 🗌 days after closing @ 🔲 AM 🔲 PM, subject to Tenants' Rights, with deed.
12.	DISCLOSURE: Buyer Seller - is a licensed Real Estate Broker or Sales Person.
	property immediately to protect Purchasers' interest.
	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
	existing lease or enter into any new lease, nor make any substantial alterations or repairs without the consent of the Purchaser. In addition, the
	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
	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
	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
	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
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

<ul><li>Real Estate is sold through Ohio Real Estate Auctions, LLC</li><li>OTHER:</li></ul>	
26. EXPIRATION AND APPROVAL: This offer is void if no	ot accepted in writing on or beforeat close of auctiono'clockA.MP.MNoon
☐ Midnight EASTERN STANDARD TIME	, 20
27. Make Deed to: (print)	
The Purchaser has read, fully understands and approves the foreg	going offer and acknowledges receipt 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 r Midnight EASTERN STANDARD TIME	not accepted in writing on or before o'clockA.M P.M Noon, 20 Owner acknowledges that Agency Disclosure Statement has been signed.
by Seller(s). Counteroffer shall become null and void if r Midnight EASTERN STANDARD TIME  29. SELLING FEES AND EXPENSES: Seller is to pay an auc  Print  Applied Contracting LLC	not accepted in writing on or before o'clockA.M P.M Noon, 20 Owner acknowledges that Agency Disclosure Statement has been signed. ction selling fee and reimburse agreed expenses as per the Auction Contract.  Sign  Owner Daw D. B
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by Seller(s). Counteroffer shall become null and void if a Midnight EASTERN STANDARD TIME  29. SELLING FEES AND EXPENSES: Seller is to pay an audit of the seller:  Applied Contracting LLC  SELLER:  FULL ADDRESS:  PHONE NUMBERS:  WITNESS:  WITNESS:  O. RECEIPT BY Ohio Real Estate Auctions, LLC: DATE    cash   cashier's check   personal check #	not accepted in writing on or before o'clockA.M P.M Noon
by Seller(s). Counteroffer shall become null and void if a Midnight EASTERN STANDARD TIME	not accepted in writing on or before o'clockA.M P.M Noon
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by Seller(s). Counteroffer shall become null and void if a Midnight EASTERN STANDARD TIME	Sign Owner Dan D. B. 9-14-23  I hereby acknowledge receipt of \$



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## 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.)

Pro	perty Address: 506 W. Main St Fairb	orn, Ohio 45324		
Buy	ver(s):			
Sell	er(s): Applied Contracting LLC			
	I. TRANSACTION I	NVOLVING TWO AGENTS II	N TWO DIFFERENT BRO	KERAGES
The	buyer will be represented by	AGENT(S)	, and	BROKERAGE
The	seller will be represented by	AGENT(S)	, and	BROKERAGE
If tw	II. TRANSACTI vo agents in the real estate brokerage esent both the buyer and the seller, cl	ON INVOLVING TWO AGEN		ERAGE
	Agent(s) Agent(s) involved in the transaction, the broke As dual agents they will maintain a r	er and managers will be "dual age	work(s) for the work(s) for th	ne seller. Unless personally ned on the back of this form.
	Every agent in the brokerage represe and	will be working for both the lents they will maintain a neutral plicated below, neither the agent(s)	ouyer and seller as "dual age osition in the transaction and nor the brokerage acting as	I they will protect all parties' a dual agent in this transaction
Age	III. TRANSA	ACTION INVOLVING ONLY ( and real estate by	ONE REAL ESTATE AGE okerage Ohio Real Estate Au	
	be "dual agents" representing both pathis form. As dual agents they will n information. Unless indicated below personal, family or business relations	naintain a neutral position in the try, neither the agent(s) nor the brok	ransaction and they will proterage acting as a dual agent:	ect all parties' confidential in this transaction has a
Ø	represent only the (check one) sell represent his/her own best interest.			
		CONSENT		
	I (we) consent to the above relationsl (we) acknowledge reading the inform	nation regarding dual agency expl	ained on the back of this form	m. 10
	BUYER/TENANT		LER/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



#### SUBJECT PROPERTY

Parcel ID:	A02000100020016200	Taxing District:	FAIRBORN CITY FAIRBORN CSD	
Owner Name:	APPLIED CONTRACTING LLC	Acres:	0.1650	2000
	think contact yet is kurush Addining the Contact of	Class:	COMMERCIAL	
Property Address:	506 W MAIN ST	Land Use: Land Use Codes	499	
Mailing Address:	2982 IDAHO FALLS DR DAYTON OH 45431	Neighborhood Code:	00301000	ADDODINGSTO!

**Description:** 

FAIRFIELD Zoning:
Delinquent
Taxes Due:

LOT 134 .165AC 506 W MAIN ST



Enlarge Photo Enlarge Photo

**General Property Details** 

Value Details

APPRAISED

DC

\$0.00

**ASSESSED (35%)** \$28,260.00

IMPROVEMENT VALUE LAND VALUE TOTAL VALUE CAUV (FARM) VALUE

\$17,970.00 \$46,230.00 \$0.00

\$6,290.00 \$16,180.00 \$0.00

\$9,890.00

Improvement Details - Additions

LOWER FIRST

SECOND THIRD

AREA

VALUE

No data to display

**Out Building Improvement Details** 

**OBY DESCRIPTION** 

PAVING CONCRETE HEAVY DUTY

YEAR BUILT

AREA

VALUE

0.1650

1970 3000 \$4,520.00

7187

**Land Details** 

TYPE SQUARE FOOT DESCRIPTION

**EFFECTIVE FRONTAGE** 

DEPTH SQ FOOTAGE

ACRES VALUE

17970

**Agricultural Details** 

**SOIL TYPE** 

No data to display

SOIL DESC

Primary

**USE TYPE** 

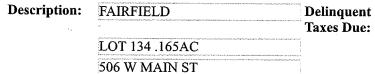
ACRES

AGRICULTURAL USE VALUE

#### SUBJECT PROPERTY

Parcel ID:	A02000100020016200	Taxing District:	FAIRBORN CITY FAIRBORN CSD	
Owner Name:	APPLIED CONTRACTING LLC	Acres:	0.1650	Ĩ
	MOTOR COMPONENT AND	Class:	COMMERCIAL	
Property Address:	506 W MAIN ST	Land Use: Land Use Codes	499	
Mailing Address:	2982 IDAHO FALLS DR DAYTON OH 45431	Neighborhood Code:	00301000	ACCO

Zoning:





#### **Commercial Details**

Year Built:

DC

\$0.00

RETAIL SINGLE OCCUP

# Units:
Ident Units:

1

Total Sq. Feet:

Structure:

Name:

7824

Value:

23740

1957

#### SUBJECT PROPERTY

Parcel ID: A02000100020016200 Taxing District: FAIRBORN CITY FAIRBORN CSD

Owner Name: APPLIED CONTRACTING LLC Acres: 0.1650

Class: COMMERCIAL

**Property** 506 W MAIN ST Land Use: 499 Address: Land Use Codes

Mailing 2982 IDAHO FALLS DR Neighborhood 00301000

Address: Code: DAYTON OH 45431 Zoning: DC

Description: Delinquent **FAIRFIELD** \$0.00 Taxes Due:

LOT 134 .165AC 506 W MAIN ST



Enlarge Photo **Enlarge Photo** 

Tax Details

2021 TAX DETAIL - PAYABLE 2022

	PRIOR DELQ	FIRST HALF	SECOND HALF	TOTAL
GROSS PROPERTY TAXES	\$0.00	\$728.99	\$728.99	\$1,457.98
TAX REDUCTION	\$0.00	(\$179.36)	(\$179.36)	(\$358.72)
SUB TOTAL	\$0.00	\$549.63	\$549.63	\$1,099.26
NON-BUSINESS CREDIT	\$0.00	\$0.00	\$0.00	\$0.00
OWNER OCCUPANCY CREDIT	\$0.00	\$0.00	\$0.00	\$0.00
HOMESTEAD REDUCTION	\$0.00	\$0.00	\$0.00	\$0.00
FARM RECOUPMENT	\$0.00	\$0.00	\$0.00	\$0.00
INTEREST/PENALTY	\$0.00	\$0.00	\$0.00	\$0.00
NET TAXES CHARGED	\$0.00	\$549.63	\$549.63	\$1,099.26
NET TAXES PAID	\$0.00	(\$549.63)	(\$549.63)	(\$1,099.26)
NET TAXES OWED	\$0.00	\$0.00	\$0.00	\$0.00
SPECIAL ASSESSMENT CHARGED	\$0.00	\$0.00	\$0.00	\$0.00
SPECIAL ASSESSMENT PAID	\$0.00	\$0.00	\$0.00	\$0.00
SPECIAL ASSESSMENT OWED	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL AMOUNT CHARGED	\$0.00	\$549.63	\$549.63	\$1,099.26
TOTAL AMOUNT PAID	\$0.00	(\$549.63)	(\$549.63)	(\$1,099.26)
TOTAL AMOUNT OWED	\$0.00	\$0.00	\$0.00	\$0.00

#### **2021 SPECIAL ASSESSMENTS**

**PROJECT NO** PROJECT NAME **1ST HALF TAX** 2ND HALF TAX

No data to display

TAX SUMMARY INFORMATION

TAX YEAR DESCRIPTION	DELQ / INTREST	IST HALF TAX 2	2ND HALF TAX	TOTAL TAXES
2021REAL ESTATE TAXES	\$0.00	\$549.63	\$549.63	\$1,099.26
2020REAL ESTATE TAXES	\$0.00	\$550.84	\$550.84	\$1,101.68
2019REAL ESTATE TAXES	\$0.00	\$521.31	\$521.31	\$1,042.62
2018REAL ESTATE TAXES	\$0.00	\$526.58	\$526.59	\$1,053.17
2017REAL ESTATE TAXES	\$0.00	\$516.19	\$516.19	\$1,032.38
2016REAL ESTATE TAXES	\$0.00	\$1,588.78	\$1,588.78	\$3,177.56
2015REAL ESTATE TAXES	\$0.00	\$1,526.73	\$1,526.73	\$3,053.46
2014REAL ESTATE TAXES	\$0.00	\$1,491.56	\$1,491.56	\$2,983.12
2013REAL ESTATE TAXES	\$0.00	\$1,459.74	\$1,459.74	\$2,919.48
2012REAL ESTATE TAXES	\$0.00	\$1,449,45	\$1,449.45	\$2,898.90

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PAYMENT INFORMATION FOR CURRENT AND PRIOR YEARS

DATE	TYPE	DESCRIPTION	DELQ/INTEREST	181	HALF ZND	HALF
2/2/2022	REAL	REAL ESTATE TAXES		\$0.00	\$549.63	\$549.63
7/14/2021	REAL	REAL ESTATE TAXES		\$0.00	\$0.00	\$550.84

8/2/22, 11:45 AM					
2/18/2021	REAL	REAL ESTATE TAXES	\$0.00	\$550.84	\$0.00
7/21/2020	REAL	REAL ESTATE TAXES	\$0.00	\$0.00	\$521.31
2/4/2020	REAL	REAL ESTATE TAXES	\$0.06	\$521.31	\$0.00
7/17/2019	REAL	REAL ESTATE TAXES	\$0.00	\$0.00	\$526.53
2/4/2019	REAL	REAL ESTATE TAXES	\$0.00	\$526.58	\$0.00
7/20/2018	REAL	REAL ESTATE TAXES	\$0.00	\$0.00	\$516.19
2/26/2018	REAL	REAL ESTATE TAXES	\$0.00	\$516.19	\$0.00
7/24/2017	REAL	REAL ESTATE TAXES	\$0.00	\$0.00	\$1,588.78

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Print Sketch Print Sketch

#### Building Sketch(s) for APPLIED CONTRACTING LLC (A02000100020016200)

