



**REAL ESTATE  
AUCTION  
BIDDER'S  
PACKET**

**93 TRUMAN**

**FAIRBORN, OH**

**SUBJECT PROPERTY**

Parcel ID:

Taxing District:

Owner Name:

Acres:

Property Address:

Class:

Land Use:

Mailing Address:

Neighborhood Code:

Zoning:

Description:

Delinquent Taxes Due:



A02000200110008300 01/30/2012

Enlarge Photo  Sketch  Property Card  Map  Print Details

**Experiencing issues in viewing your Photo, Sketch, Property Card or Map? Click [Here](#) for help.**

General  Residential  Commercial  Sales  Taxes  Tax Dispersal  Value History  Deed Info  Future Asmt.

<b>Card #:</b>	1	<b>Sq. Feet:</b>	1986	<b>Year Built:</b>	1952
<b>Stories:</b>	1.50	<b>Exterior Walls:</b>	MASONRY & FRAME	<b>Style:</b>	CAPE COD
<b>Rooms:</b>	7	<b>Bedrooms:</b>	4	<b>Family Room:</b>	0
<b>Full Baths:</b>	1	<b>Half Baths:</b>	0	<b>Additional Fixtures:</b>	2
<b>Fireplaces:</b>		<b>Basement:</b>	PART	<b>Rec Room Area:</b>	
<b>Unfinished Area:</b>		<b>Attic:</b>	NONE	<b>Heat/Air:</b>	CENTRAL AIR CONDITION
<b>Fuel Type:</b>	GAS				

**SUBJECT PROPERTY**

Parcel ID:

Owner Name:

Property Address:

Mailing Address:

Description:

Taxing District:

Acres:

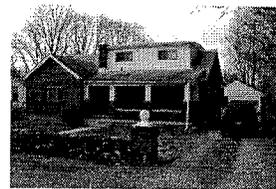
Class:

Land Use:

Neighborhood Code:

Zoning:

Delinquent Taxes Due:



A02000200110008300 01/30/2012

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		Value Details				
		APPRAISED		ASSESSED (35%)		
IMPROVEMENT VALUE		\$76,110.00		\$26,640.00		
LAND VALUE		\$13,950.00		\$4,880.00		
TOTAL VALUE		\$90,060.00 -		\$31,520.00		
CAUV (FARM) VALUE		\$0.00		\$0.00		
Improvement Details - Additions						
LOWER	FIRST	SECOND	THIRD	AREA	VALUE	
	OPEN FRAME PORCH			225	\$5,600.00	
	OPEN FRAME PORCH			180	\$4,500.00	
Out Building Improvement Details						
OBV DESCRIPTION	YEAR BUILT	AREA	VALUE			
BRICK OR STONE DETACHED GAR.		1952	576	\$5,490.00		
Land Details						
TYPE	DESCRIPTION	EFFECTIVE FRONTAGE	DEPTH	SQ FOOTAGE	ACRES	VALUE
FRONT FOOT	Regular Lot	68	143	9724	0.2232	\$13,950.00

**SUBJECT PROPERTY**

Parcel ID: A02000200110008300

Owner Name: DALTON ALLEN

Property Address: 93 TRUMAN AVE

Mailing Address: 93 TRUMAN AVE  
FAIRBORN OH 45324

Description: HAMILTON 5 ALL

LOT 161

93 TRUMAN AVE

Taxing District: FAIRBORN CITY

Acres:

Class: RESIDENTIAL

Land Use: R - SINGLE FAMILY DWELLING, PLA

Neighborhood Code: 00114000

Zoning: R-1

Delinquent Taxes Due: \$0.00



A02000200110008300 01/30/2012

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General  Residential  Commercial  Sales  Taxes  Tax Dispersal  Value History  Deed Info  Future Asmt.

**2012 TAX DETAIL - PAYABLE 2013**

	PRIOR DELQ	FIRST HALF	SECOND HALF	TOTAL
GROSS PROPERTY TAXES	\$0.00	\$1,271.85	\$1,271.85	\$2,543.70
TAX REDUCTION	\$0.00	(\$349.94)	(\$349.94)	(\$699.88)
SUB TOTAL	\$0.00	\$921.91	\$921.91	\$1,843.82
10% ROLLBACK	\$0.00	(\$92.19)	(\$92.19)	(\$184.38)
2 1/2% HOMESITE ROLLBACK	\$0.00	(\$23.04)	(\$23.04)	(\$46.08)
HOMESTEAD REDUCTION	\$0.00	(\$223.95)	(\$223.95)	(\$447.90)
FARM RECOUPMENT	\$0.00	\$0.00	\$0.00	\$0.00
INTREST/PENALTY	\$0.00	\$0.00	\$0.00	\$0.00
NET TAXES CHARGED	\$0.00	\$582.73	\$582.73	\$1,165.46
NET TAXES PAID	\$0.00	(\$582.73)	(\$582.73)	(\$1,165.46)
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	\$582.73	\$582.73	\$1,165.46
TOTAL AMOUNT PAID	\$0.00	(\$582.73)	(\$582.73)	(\$1,165.46)
TOTAL AMOUNT OWED	\$0.00	\$0.00	\$0.00	\$0.00
PAYMENTS	\$0.00	\$0.00	\$0.00	\$0.00
ADJUSTMENTS	\$0.00	\$0.00	\$0.00	\$0.00
DELINQUENT	\$0.00	\$0.00	\$0.00	\$0.00

**2012 SPECIAL ASSESSMENTS**

PROJECT NO	PROJECT NAME	1ST HALF TAX	2ND HALF TAX
No data to display			

**TAX SUMMARY INFORMATION**

TAX YEAR	DESCRIPTION	DELQ / INTREST	1ST HALF TAX	2ND HALF TAX	TOTAL TAXES
2012	REAL ESTATE TAXES	\$0.00	\$582.73	\$582.73	\$1,165.46
2011	REAL ESTATE TAXES	\$0.00	\$584.28	\$584.28	\$1,168.56
2010	REAL ESTATE TAXES	\$0.00	\$548.84	\$548.84	\$1,097.68
2009	REAL ESTATE TAXES	\$0.00	\$547.90	\$547.90	\$1,095.80
2008	REAL ESTATE TAXES	\$0.00	\$538.15	\$538.15	\$1,076.30
2007	REAL ESTATE TAXES	\$0.00	\$537.96	\$537.96	\$1,075.92
2006	REAL ESTATE TAXES	\$0.00	\$488.23	\$488.23	\$976.46
2005	REAL ESTATE TAXES	\$0.00	\$492.11	\$492.11	\$984.22
2004	REAL ESTATE TAXES	\$0.00	\$462.46	\$462.46	\$924.92
2003	REAL ESTATE TAXES	\$562.30	\$430.64	\$430.64	\$1,423.58

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<b>PAYMENT INFORMATION FOR CURRENT AND PRIOR YEARS</b>						
<b>DATE</b>	<b>TYPE</b>	<b>DESCRIPTION</b>	<b>DELQ / INTEREST</b>	<b>1ST HALF</b>	<b>2ND HALF</b>	
1/31/2013	REAL	REAL ESTATE TAXES		\$0.00	\$582.73	\$582.73
1/27/2012	REAL	REAL ESTATE TAXES		\$0.00	\$584.28	\$584.28
1/21/2011	REAL	REAL ESTATE TAXES		\$0.00	\$548.84	\$548.84
2/10/2010	REAL	REAL ESTATE TAXES		\$0.00	\$547.90	\$547.90
2/6/2009	REAL	REAL ESTATE TAXES		\$0.00	\$538.15	\$538.15
7/10/2008	REAL	REAL ESTATE TAXES		\$0.00	\$0.00	\$537.96
2/11/2008	REAL	REAL ESTATE TAXES		\$0.00	\$537.96	\$0.00
6/27/2007	REAL	REAL ESTATE TAXES		\$0.00	\$0.00	\$488.23
2/8/2007	REAL	REAL ESTATE TAXES		\$0.00	\$488.23	\$0.00
7/7/2006	REAL	REAL ESTATE TAXES		\$0.00	\$0.00	\$492.11

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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.)

Property Address: 93 Truman Ave Fairborn, Ohio 45324

Buyer(s): \_\_\_\_\_

Seller(s): Estate of Allen Dalton

## I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

The seller will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

## II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

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

## III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Joe Flatter, Jr and real estate brokerage Ohio Real Estate Auctions, LLC will

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

### CONSENT

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

BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

Allen Dalton SELLER/LANDLORD 6-13-2013 DATE

BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

SELLER/LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (initial)**

(c) \_\_\_\_\_ Purchaser has received copies of all information listed above.

(d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (initial)**

(f)  Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>Bob A. Dater</u>	<u>6-13-2013</u>		
Seller	Date	Seller	Date
<u>[Signature]</u>	<u>6-13-13</u>		
Purchaser	Date	Purchaser	Date
<u>[Signature]</u>	<u>6-13-13</u>	Agent	Date



## Irrevocable Letter of Instruction Re: Down Payment

I have purchased the real estate located at 93 Truman Ave. Fairborn, Ohio 45324  
under the terms and conditions of the attached Contract to Purchase at Public Auction dated  
June 13, 2013.

As part of this transaction I am to make a down payment of money to "Ohio Real Estate Auctions" who will then transfer that money to Ohio Real Estate Title  
which will hold the money until it is time for closing.

I understand that the funds I have provided to Ohio Real Estate Title are to be used as part of the purchase price. However, in the event I do not close on this property, I irrevocably instruct Ohio Real Estate Title to disburse my down payment as required under paragraph 2 of the contract; see below.

Paragraph 2 states:

***A non-refundable (except in the case of a non-marketable title) down payment of \$5,000.00 to apply toward Purchase Price and to be deposited by Broker, upon acceptance of this offer, in a non-interest bearing trust account pending closing. In the event this Contract to Purchase does not close for any reason than as agreed, Purchaser agrees that the down payment shall be disbursed by Broker 5 days from closing date unless Broker is previously notified in writing by purchaser that litigation has been filed with a court of competent jurisdiction. A copy of the filing must be attached.***

Pursuant to paragraph 2, upon written instructions from the Broker and the authority granted in this Irrevocable Letter of Instruction I authorize and approve Ohio Real Estate Title, to follow the instructions from the Broker as to the distribution of my down payment.

Further, I agree to hold Ohio Real Estate Title harmless for any such expenditures to any individuals or entities.

I have reviewed the Contract to Purchase at Public Auction dated June 13, 2013, and this Irrevocable Letter of Instruction:

1. I understand the terms and conditions of both documents.
2. I am voluntarily entering these agreements.
3. I realize that this authorization could result in none of my down payment being returned to me.

Dated: June 13, 2013

\_\_\_\_\_

\_\_\_\_\_



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: June 13, 2013

- 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 Fairborn, Greene County, OH and known as 93 Truman Ave. AKA Parcel ID A02000200110008300
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 \$ 5,000.00
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 July 13, 2013
4. Buyers will close through Ohio Real Estate Title 125 W. Main St. Fairborn, Ohio 45324 937-878-4333
5. If buyer does not close on or before scheduled closing date, seller may, at seller's option, extend the closing date in consideration for a sum of \$ 100.00 per day after original closing date.
6. OBTAINING FINANCING: This purchase is not contingent upon the Purchaser obtaining financing. There are no buyer contingencies.
7. BINDING OBLIGATION: Purchaser is buying the property As-Is, Where-Is and without Recourse.
8. OWNER'S CERTIFICATION: Seller(s) certifies to Purchaser that, to the best of Sellers's knowledge: (a) there are no undisclosed latent defects; (b) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the Real Estate may be assessed, except None; (c) there are no City, County or State orders that have been served upon Seller(s) requiring work to be done or improvements to be made which have not been performed, except None
9. INDEMNITY: Seller and Purchaser recognize that the AUCTIONEERS/BROKERS are relying on information provided by Seller or his/her agents in connection with the Real Estate, and agree to indemnify and hold harmless the AUCTIONEERS/BROKERS, their agents and employees, from any claims, demands, damages, suits, liabilities, costs and expenses (including reasonable legal fees) arising out of any misrepresentation or concealment of facts by Seller or his/her agents.
10. CONVEYANCE AND CLOSING: Seller shall convey marketable title to the Real Estate by General Warranty deed with release of dower right, if any, AND SUBJECT TO THE RIGHTS OF THE TENANTS, if any, under existing leases and state law. Title shall be free and unencumbered as of Closing, except restrictions and easements of record and except the following assessments (certified or otherwise): None

Buyers Initials \_\_\_\_\_

11. **CONDITION OF IMPROVEMENTS:** The risk of destruction or substantial damage by fire or Act of God prior to delivery of deed is assumed by Seller. Seller agrees that on possession, the Real Estate shall be in the same condition as it is on the date of this contract, except for ordinary wear and tear. If the Real Estate should be damaged or destroyed by fire or other casualty and if, prior to Closing, the real Estate shall not be repaired or restored by and at the Sellers expense, to a condition as good as it was prior to the damage or destruction, then Purchaser, at his option, may terminate this contract by written notice to Seller and the Down Payment Shall be returned to Purchaser. While this contract is pending, Sellers shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the consent of the Purchaser. In addition, the Purchaser also has an insurable interest in the property from date of this contract. Purchaser is hereby notified that insurance should be placed upon the property immediately to protect Purchasers' interest.
12. **DISCLOSURE:**  Buyer  Seller - is a licensed Real Estate Broker or Sales Person.
13. **POSSESSION:** Possession shall be given  at closing,  \_\_\_\_\_ days after closing @ \_\_\_\_\_  AM  PM, subject to Tenants' Rights, with deed. (Until such date, Seller shall have the right of possession free of rent, but shall pay for all utilities.) No work can be done on the property by the Purchaser until possession is given.
14. **AGENCY DISCLOSURE STATEMENT:** Purchaser acknowledges having reviewed and signed the Agency Disclosure Statement.
15. **SOLE CONTRACT:** The parties agree that this offer constitutes their entire agreement and that no oral or implied agreement exists. Any amendments to this offer shall be made in writing, signed by all parties, and copies shall be attached to all copies of the original offer. This offer shall be binding upon the parties, their heirs, administrators, executors, successors and assigns.
16. **TERMS:** The property sells:  to the high bidder regardless of price, *or*  subject to seller's confirmation.
17. \$ 5,000.00 must be deposited at the time of Auction as down payment by company, corporate or personal check (presented with positive I.D). This non-refundable down payment will be applied to the contract purchase price at closing and will be held in the trust account of Ohio Real Estate Title as escrow agents for the sellers.
18.  A ten percent Buyer Premium will be added to the high bid amount to determine the final contract-selling price paid by the purchaser.  No Buyer premium will be charged.
19. Taxes will be prorated using the method in which Seller's share is based upon the number of days from the date of the immediately preceding semiannual installment (June 30 or December 31) to the date of closing. Buyer will be assuming 6 months of accrued taxes.
20. This property is being sold at Public Auction, without recourse. Personal on-site inspection/s of the property or properties is strongly recommended. The property will sell "as is, where is," with no warranty expressed or implied as to improvements, availability of utilities, zoning, or environmental and wetland issues. Information contained online was obtained by sources deemed reliable. However, neither Ohio Real Estate Auctions, LLC nor their agents will be responsible for any errors or omissions herein. Announcements made at the auction will take precedence over written material, advertisements, or any other oral statements made prior to the day of auction. Purchasers should carefully verify all items and make their own decision as to the accuracy thereof before relying on same. Except in the case of an absolute auction, Auction Firm reserves the right to bid on behalf of the sellers. Auctioneer reserves the right to bid on behalf of himself at any auction. The seller and Auction Company reserve the right to preclude any person from bidding if there are any questions as to the person's credentials, fitness, etc.
21. Auction Firm hereby acknowledges that they represent the Seller. An Agency Disclosure Statement must be signed by the high bidder.
22. The  buyer,  seller shall be responsible for all transfer taxes, recording fees, title search, and deed preparation. Seller is responsible for real estate tax prorata, mortgage releases and will convey a good and marketable title. The  buyer,  seller,  split 50/50, is responsible for survey cost, if a survey is required for a transfer. **\*Buyer is responsible for all other costs associated with closing.**
23. By bidding, the buyer agrees to waive the 10 day post inspection for lead based paint. Buyer also agrees to waive their right to receive a Residential Property Disclosure form and their right to rescind the Contract to Purchase.

Buyers Initials \_\_\_\_\_

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

25. OTHER:

None

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

27. Make Deed to: (print) \_\_\_\_\_.

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

Print

Sign

Date

PURCHASER: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

FULL ADDRESS: \_\_\_\_\_

PHONE NUMBERS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

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

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

Print

Sign

Date

SELLER: **Estate of Allen Dalton**

SELLER: **Bob A. Dalton, Executor** *Bob A. Dalton* **6-13-2013**

FULL ADDRESS: \_\_\_\_\_

PHONE NUMBERS: \_\_\_\_\_

WITNESS: *[Signature]*

30. RECEIPT BY Ohio Real Estate Auctions, LLC: DATE \_\_\_\_\_ I hereby acknowledge receipt of \$ \_\_\_\_\_

cash  cashier's check  personal check # \_\_\_\_\_ made payable to \_\_\_\_\_ as

downpayment;  other \_\_\_\_\_ in accordance with terms herein provided.

\_\_\_\_\_ \$ \_\_\_\_\_ X \_\_\_\_\_ %

CO-OP REALTOR /BROKER FIRM

CO-OP AGENT / BROKER

PHONE \_\_\_\_\_

