# PROPERTY INFORMATION PACKAGE

# 2128 Edwards Rd & adjacent lot TWO VACANT LOTS TOTAL 1.6 acres Grove City, Ohio 43123

# LIVE AUCTION Local Conference Room TBD

FEBRUARY 22<sup>ND</sup>, 2014 AT 1:00pm

John D. Rogers II | Realtor ™, Auctioneer, CPPA, CRS

President, Innovative Revenue Solutions, LLC



OREA Branch office Brokerage 9132 SR 62 suite B Orient, Ohio 43146 Mobile 614 499-5257

Fax 614 635-2652















9132 SR 62 suite B Orient, Ohio 43146 www.irsauctioneer.com john@irsauctioneer.com mobile 614 499-5257

Dear Prospective Buyer:

Re: 2128 Edwards Rd & adjacent lot both with 102.9 frontage and 340 depth each.

Thank you for inquiring about another commercial Real Estate investment property, via auction with OREA and John Rogers II.

We have prepared this Property Information Package to assist you in your due diligence prior to the auction event. We hope this information is useful, resourceful and valuable in helping you make the best decision concerning this property during the auction event.

As with every Real property auction, it is important that you read every available piece of information concerning the property so that you are prepared in developing your best auction strategy. We encourage you to conduct your own research and thoroughly understand the auction terms and conditions prior to auction. Each and every auction can have a special set of terms or conditions depending on the situation and the instructions of the seller. If you have any questions please do not hesitate to contact me via my contact information listed below.

We also encourage you to request a property inspections, so as to better understand the property and to determine if you have any additional questions. Due to being a vacant lot(s) we have no scheduled property inspection, yet will be happy to make property available for any inspections or site visits at your convenience.

If at any time you have questions regarding this property, the auction terms or conditions or general questions regarding Real Estate Sales, please feel free to call our office and one of our staff will return your call promptly.

Good Luck and Happy Bidding,

John D. Rogers II | Realtor ™, Auctioneer, CPPA, CRS

President, Innovative Revenue Solutions, LLC



OREA Branch office Brokerage 9132 SR 62 suite B Orient, Ohio 43146 Office 614 877-7320 Mobile 614 499-5257

Fax 614 635-2652











# **AUCTION SUMMARY**

# **ABSOLUTE REAL ESTATE AUCTION**

# 2128 Edwards Rd & adjacent lot (equal) GROVE CITY, OHIO 43123

# **Property Preview:**

 Vacant lots can be viewed anytime as seller gives permission for walk around & any necessary inspections.

LIVE AUCTION Saturday February 22<sup>nd</sup>, 2014 starting at 1:00pm

# **CONTENTS:**

# 2128 Edwards Rd & equal size adjacent lot Absolute Auction

Section #1: Google MAPS and Photos

Section #2: Parcel ID # 160-000456 & 160-000457

**Auditor info** 

**Section #3:** Purchase Agreement Documents

Section #4: Disclosure Forms

Section #5: Terms & Conditions for Live Auction Event

Section #6: Co-Op Brokerage form required

**Section #7:** Title Commitment - First American Title

Information contained herein was derived from public and proprietary sources that are believed to be accurate yet are not guaranteed.

**John D. Rogers II** | Realtor  $^{\text{TM}}$ , Auctioneer, CPPA, CRS

President, Innovative Revenue Solutions, LLC



OREA Branch office Brokerage 9132 SR 62 suite B Orient, Ohio 43146 Office 614 877-7320 Mobile 614 499-5257

Fax 614 635-2652









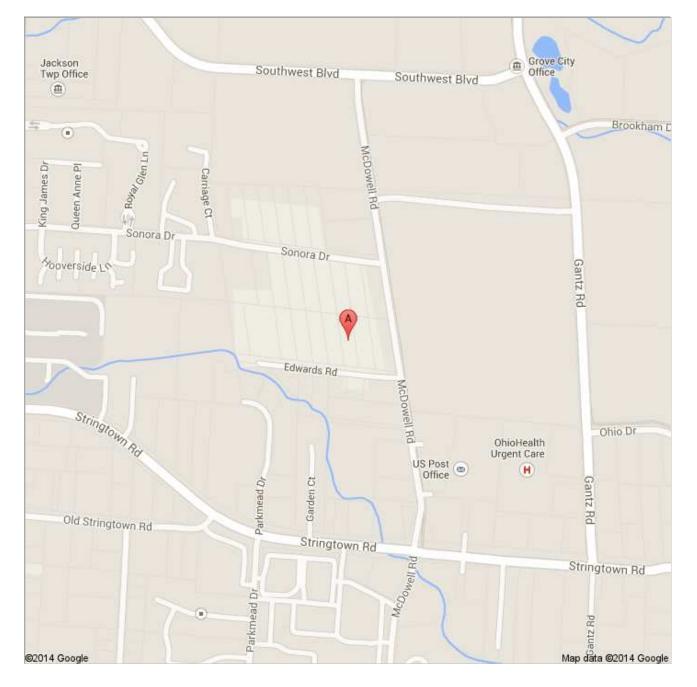


# Section #1:

**Google Maps and Photos** 



# Address **2128 Edwards Rd Grove City, OH 43123**



1 of 1 1/6/2014 2:27 PM



160-000457-00 05/06/2010

Google

To see all the details that are visible on the screen, use the "Print" link next to the map.



1 of 1



# Section #2:

Parcel ID # 160-000456 & 160-000457

Select Language Powered by Google Translate





**Auditor Home** 

**Real Estate Home** 

Search

**Specialty Maps** 

**Auditor Services** 

**Contact Us** 

**On-Line Tools** 

# Summary

Parcel Info

**Parcel ID** 

**Map Routing Number** 

**Owner** 

Location

**Summary** 

160-000457-00

160-0032F -119-00

**WICKLINE DAVID E,** Click owner name for additional records 00000 EDWARDS RD

**Property Profile** Land

**Building Improvements** 

**Interactive Map** MAP(GIS)

Sketch

Photo

**Transfer History** 

**BOR Status CAUV Status** 

**Area Sales Activity** 

**Area Rentals** 

Tax/Payment Info

**Current Levy Info** 

**Assessment Payoff Tax Distribution** 

**Rental Contact** 

**Property Reports Recorder's Office** 

**Document Search Area Sex Offender** 

**Inquiry** 

Owner Information			
Owner	WICKLINE DAVID E  If the address above is incorrect - Click Here		
Tax Bill Mailing Info	DAVID E WICKLINE 7819 STAHL RD ORIENT OH 43146 To change mailing information ONLY - Click Here		

Current Value	
Market	Taxable
\$8,700	\$3,050
\$0	\$0
\$8,700	\$3,050
0	0
	\$8,700 \$0 \$8,700

**Building Data** 

Card 1 has no building entries

Legal Description	
EDWARDS RD MCDOWELLS LITTLE FARMS LOT 29	

Most Recent Transfer				
Sale Amount	\$7,500			
Date of Transfer	05/15/1987			
Conveyance Type				
Conveyance Number				
Number of Parcels	1			

2013 Tax Status						
Land Use	Land Use [500] VACANT LAND					
Tax District	[160]	[160] JACKSON TOWNSHIP				
School District	[2511] SOUTH-WESTERN CSD					
Neighborhood	ood <b>08200</b>					
City						
Township	JACKS	SON	Zip	43123		
Board of Revision	NO	CDQ				
Homestead Exemption	NO Owner Occupied Reduction (2.5%) NO					

Tax Year 2013			
Annual Taxes	\$205.24	Taxes Paid	\$0.00

Site Data					
Frontage	103	Depth	340	Acres	0.804
Historic District					

### **Pay Real Estate Taxes Here**

The information on this web site is prepared for the real property inventory within this county. Users of this data are notified that the public primary information source should be consulted for verification of the information contained on this site. The county and vendors assume no legal responsibilities for the information contained on this site. Please notify the Franklin County Auditor's Real Estate Division of any discrepancies.



Data updated on: 2014-01-06 06:25:45

1/6/2014 2:45 PM 1 of 2

2 of 2

Select Language Powered by Google Translate





**Auditor Home** 

**Real Estate Home** 

Search

**Specialty Maps** 

**Auditor Services** 

**Contact Us** 

**On-Line Tools** 

# Summary

Parcel Info

Owner

Info

Tax Bill Mailing

**Map Routing Number** 

**Owner** 

Location

Summary

160-000456-00

Owner Information

**WICKLINE DAVID E** 

**DAVID E WICKLINE** 

**ORIENT OH 43146** 

**7819 STAHL RD** 

2128 EDWARDS RD

**Property Profile** 

Land **Building Improvements** 

**Interactive Map** MAP(GIS)

Sketch

Photo

**Transfer History** 

**BOR Status** 

**CAUV Status** 

**Area Sales Activity** 

**Area Rentals** 

Tax/Payment Info

**Current Levy Info Assessment Payoff** 

**Tax Distribution** 

**Rental Contact Property Reports** 

**Recorder's Office Document Search** 

**Area Sex Offender Inquiry** 

**Parcel ID** 

If the address above is incorrect - Click Here

To change mailing information ONLY - Click Here

160-0032F

-118-00

**WICKLINE DAVID E,** 

Click owner name for additional records

Current Value			
	Market	Taxable	
Land	\$8,700	\$3,050	
Improvements	\$0	\$0	
Total	\$8,700	\$3,050	
CAUV	0	0	

Legal	Description

**EDWARDS RD** MCDOWELLS LITTLE FARMS

	LOT	28
_		

Most Recent Transfer			
Sale Amount <b>\$26,413</b>			
Date of Transfer	12/08/1987		
Conveyance Type			
Conveyance Number	25638		
Number of Parcels	1		

Building Data				
Card 1	has ı	no l	ouilding	entries

2013 Tax Status				
Land Use	[500]	VACANT LAND		
Tax District	[160]	JACKSON TOWNSHI	<u>P</u>	
School District	[2511	[2511] SOUTH-WESTERN CSD		
Neighborhood	08200			
City				
Township	JACKS	JACKSON Zip 4312		
Board of Revision	NO	NO CDQ		
Homestead Exemption	NO	Owner Occupied Reduction	(2.5%)	NO

Site Data

0.804

	Tax Year	2013	
Annual Taxes	\$205.24	Taxes Paid	\$0.00

	Site Data			
Frontage	103	Depth	340	Acres
Historic District				
 •				

**Pay Real Estate Taxes Here** 

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Data updated on: 2014-01-06 06:25:45

1/6/2014 2:46 PM 1 of 2

2 of 2

# Section # 3:

**Purchase Agreement Documents** 



# Irrevocable Letter of Instruction Re: Down Payment

	terms and conditions of the attached Contra		
	s part of this transaction I am to make a downwho will then transfer that money to	vn payment of money to "Ohio Real Estate	
which will	I hold the money until it is time for closing.		
used as pa instruct		vent I do not close on this property, I irrevoca to disburse my down payment as required	•
Paragraph			
In Pi cle ha ati Pu	the event this Contract to Purchase does urchaser agrees that the down payment shosing date unless Broker is previously notes been filed with a court of competent juritached.  It was not to paragraph 2, upon written instructions.	all be disbursed by Broker 5 days from fied in writing by purchaser that litigation is diction. A copy of the filing must be tions from the Broker and the authority grante	
	cable Letter of Instruction I authorize and a instructions from the Broker as to the distr	pproveibution of my down payment.	<u>,</u> to
	orther, I agree to holdres to any individuals or entities.	harmless for any such	
	have reviewed the Contract to Purchase at Facable Letter of Instruction:	Public Auction dated,	, and
1.	I understand the terms and conditions of	both documents.	
2.	I am voluntarily entering these agreemen	ts.	
3.	I realize that this authorization could resume.	alt in none of my down payment being returned	ed to
Dated:			

# Section # 4:

**Disclosure Forms** 



# STATE OF OHIO DEPARTMENT OF COMMERCE

### RESIDENTIAL PROPERTY DISCLOSURE FORM

Purpose of Disclosure Form: This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OF SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).

Owner's Statement: The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchaser in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that i required by any other statute or law to be disclosed in the transfer of residential real estate.

### OWNER INSTRUCTIONS

Instructions to Owner: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attacl additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge indicate Unknown.

Owner's Initials	DW	Date 12/51/13
Owner's Initials		Date

Purchaser's Initials	Date
Purchaser's Initials	Date



# STATE OF OHIO DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERT	Y DISCLOSURE FORM
Pursuant to section 5302.30 of the Revised Code and rule 1301;5-6-10	of the Administrative Code.
TO BE COMPLETED BY OWNER (Please Print)	
Property Address: PRCEL # LOT # 160 -000 456  Owners Name(s): DAUID WICKLINE	LOT#160-000457-00
Owners Name(s): DAISID WICKLINE	
Date: DEC 31 ,20 /3	
Date: DEC 31 .20 13  Owner is is is not occupying the property. If owner is occupying	the property, since what date:
If owner is not occupying	g the property, since what date:
THE FOLLOWING STATEMENTS OF THE OWNER A	RE BASED ON OWNER'S ACTUAL KNOWLEDGE
A) WATER SUPPLY: The source of water supply to the property i	s (check appropriate boxes):
Public Water Service Holding Tank	Unknown
Private Water Service Cistern	Other
Private Well Spring	
Shared Well Pond	
No If "Yes", please describe and indicate any repairs completed (by Lot Tribers But no Loss) SEN Is the quantity of water sufficient for your household use? (NOTE: was B) SEWER SYSTEM: The nature of the sanitary sewer system served Public Sewer Private Sewer Leach Field Acration Tank Unknown Other  If not a public or private sewer, date of last inspection:	ter usage will vary from household to household) Yes No No vicing the property is (check appropriate boxes):  Septic Tank  Filtration Bed
Do you know of any previous or current leaks, backups or other ma Yes No If "Yes", please describe and indicate any repairs c	terial problems with the sewer system servicing the property?
Information on the operation and maintenance of the type of sew department of health or the board of health of the health district	nge system serving the property is available from the n which the property is located.
C) ROOF: Do you know of any previous or current leaks or other	
If "Yes", please describe and indicate any repairs completed (but not	onger than the past 5 years):
D) WATER INTRUSION: Do you know of any previous or curre defects to the property, including but not limited to any area below gr. If "Yes", please describe and indicate any repairs completed:	ent water leakage, water accumulation, excess moisture or other ade, basement or crawl space? Yes No
Owner's Initials Date 12/31/13 Owner's Initials Date	Purchaser's Initials Date
Owner's Initials Date 1043//10	Purchaser's Initials Date
(Page 2	

Property Address	floors, walls or ceilings as a result of flooding; moisture seepage; moistur
condensation; ice damming; sewer overflow/backup; or less f "Yes", please describe and indicate any repairs complete	aking pipes, plumbing fixtures, or appliances? Wes No
Have you ever had the property inspected for mold by a qualif "Yes", please describe and indicate whether you have an	ualified inspector?
Purchaser is advised that every home contains mold. S this issue, purchaser is encouraged to have a mold insp	Some people are more sensitive to mold than others. If concerned about the concerned a
than visible minor cracks or blemishes) or other material p interior/exterior walls?	BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND or current movement, shifting, deterioration, material cracks/settling (other problems with the foundation, basement/crawl space, floors, or any repairs, alterations or modifications to control the cause or effect of at N/A
Do you know of any previous or current fire or smoke do If "Yes", please describe and indicate any repairs complete	amage to the property? Yes No
If "Yes", please describe and indicate any inspection or tre	ge to the property caused by wood destroying insects/termites?  Previous or current problems or defects with the following existing mechanical system, mark N/A (Not Applicable).  8) Water softener  a. Is water softener leased?  9) Security System  a. Is security system leased?
5) Sump pump	10) Central vacuum  11) Built in appliances
6) Fireplace/chimney	12) Other mechanical systems
7) Lawn sprinkler	e describe and indicate any repairs to the mechanical system (but not long
identified hazardous materials on the property?  Yes  Lead-Based Paint  Asbestos  Urea-Formaldehyde Foam Insulation  Radon Gas  a. If "Yes", indicate level of gas if known	e describe and indicate any repairs, remediation or mitigation to the
Owner's Initials OU Date 12/31/13 Owner's Initials Date	Purchaser's Initials Date Purchaser's Initials Date Purchaser's Initials Date

roperty Address						_	
UNDERGROUND STORAGE TANKS/ atural gas wells (plugged or unplugged), or a f "Yes", please describe:	WELLS: Do bandoned wa SEPTIC	you know ter wells of TAN	of any undergro the property?	und storage tar Yes No	iks (existing o	or removed).	, oil or
Do you know of any oil, gas, or other mineral							
Purchaser should exercise whatever due di information may be obtained from records	ligence purch	aser deem	s necessary with	respect to oil	, gas, and oth where the pro	er mineral operty is loc	rights
s the property located in a designated flood p is the property or any portion of the property			Coastal Erosion A	rea?	<b>X</b>	Unknov	wn
K) DRAINAGE/EROSION: Do you know affecting the property? Yes No If "Yes", please describe and indicate any rep problems (but not longer than the past 5 years	of any previous of any previou	ous or curi	ent flooding, dra	inage, settling	attempts to co		olems
L) ZONING/CODE VIOLATIONS/ASSE building or housing codes, zoning ordinances If "Yes", please describe:	affecting the	property or	any nonconform	ng uses of the	property?	res Lin	
Is the structure on the property designated by district? (NOTE: such designation may limit If "Yes", please describe:	changes or in	nprovement	s that may be mad	ie to the prope	ny).	LI NO	2
Do you know of any recent or proposed ass If "Yes", please describe:							
List any assessments paid in full (date/amoun List any current assessments:	t)monthly fee	·	Length	of payment (y	ears	months	)
Do you know of any recent or proposed rules including but not limited to a Community Ass If "Yes", please describe (amount)	or regulations sociation, SID	s of, or the o, CID, LID	payment of any f , etc.	es or charges : Yes No	associated wit	h this prope	erty,
M) BOUNDARY LINES/ENCROACHME	ENTS/SHAR	ED DRIVE	WAY/PARTY	WALLS: Do	you know of a	any of the	
following conditions affecting the property?	Yes N	lo				Yes	N
<ol> <li>Boundary Agreement</li> <li>Boundary Dispute</li> <li>Recent Boundary Change</li> <li>If the answer to any of the above questions is</li> </ol>	"Yes", please	5) Par 6) End	red Driveway ty Walls roachments Fron	n or on Adjace	nt Property		
N) OTHER KNOWN MATERIAL DEFE				erial defects in	or on the pro	perty:	
No							
For purposes of this section, material defects be dangerous to anyone occupying the proper property.	would include ty or any non	e any non-c -observable	bservable physic physical conditi	al condition ex on that could in	isting on the p nhibit a persor	oroperty that a's use of th	t could
Owner's Initials Date Date Date Date	13			Purchaser's	s Initials s Initials	_ Date _	

Property Address		
CERTIFICAT	TION OF OWNER	
Owner certifies that the statements contained in this form a the date signed by the Owner. Owner is advised that the obligation of the owner to disclose an item of information preclude fraud, either by misrepresentation, concealment residential real estate.  OWNER:	e information contained in this that is required by any other a nt or nondisclosure in a tran	disclosure form does not limit the statute or law or that may exist is asaction involving the transfer
RECEIPT AND ACKNOWLEDGEN	MENT OF POTENTIA	L PURCHASERS
Potential purchasers are advised that the owner has no obligation 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(k purchase contract for the property, you may rescind the purchase Owner or Owner's agent, provided the document of rescission closing; 2) 30 days after the Owner accepted your offer; and 3) of this form or an amendment of this form.	<ol> <li>if this form is not provided to yee contract by delivering a signed is delivered prior to all three of</li> </ol>	you prior to the time you enter into and dated document of rescission to the following dates: 1) the date of
Owner makes no representations with respect to any offsi purchaser deems necessary with respect to offsite issues that	te conditions. Purchaser shoul may affect purchaser's decision	d exercise whatever due diligence to purchase the property.
Purchaser should exercise whatever due diligence purc Registration and Notification Law (commonly referred to a written notice to neighbors if a sex offender resides or inter public record and is open to inspection under Ohio's Public responsibility to obtain information from the Sheriff's office Law.	s "Megan's Law"). This law re nds to reside in the area. The i c Records Law. If concerned al	equires the local Sheriff to provide notice provided by the Sheriff is bout this issue, purchaser assume
Purchaser should exercise whatever due diligence purchaser if concerned about this issue, purchaser assumes responsib Resources. The Department maintains an online map www.dnr.state.oh.us.	of known abandoned underg	round mines on their website a
I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THE STATEMENTS ARE MADE BASED ON THE OWNER THE OWNER.	S ACTUAL KNOWLEDGE A	AS OF THE DATE SIGNED BY
My/Our Signature below does not constitute approval of any disc		
PURCHASER:	DATE:	
PURCHASER:	DATE.	

(Page 5 of 5)

# Section # 5:

**Terms & Conditions for Live Auction Event** 





9132 SR 62 suite B Orient, Ohio 43146 www.irsauctioneer.com john@irsauctioneer.com mobile 614 499-5257

# **TERMS & CONDITIONS**

### PROPERTY DERSCRIPTION SUMMARY

This is a 2 parcel sale to include Parcel Id 160-000456 & 160-000457 vacant lots in Grove City, Ohio Jackson Township. This is an absolute auction whereby there is no minimum bid. Property sells "as-is and where-is" with no liens or encumbrances and without contingencies. Every prospective bidder must sign a letter of "irrevocable instruction" which defines that all deposits are non-refundable, each registered bidder must bring a \$ 5,000 cashier's check (made payable to themselves) and if they are the winning bidder must sign it over to First American Title Co., have a photo Identification and register by signing the "Auction Registration Form".

Once a bidder has met the requirements to bid and then becomes the winning bidder (he/she) will determine the total purchase price as their subsequent high bid plus a 10% (of the high bid) buyer's premium or \$5,000 whichever is greater. The winning bidder will then deposit a total of 10% of the total purchase price or \$5,000 whichever is greater, by adding the \$5,000 cashier's check and a personal/business check for the difference. Therefore, if the winning bid were \$60K the total purchase price is \$66K and the total deposit due is \$6,600 or the initial check of \$5K plus a personal/business check for \$1,600. The total deposit is 10% of the total purchase price or \$5,000 whichever is greater. After the winning bidder has signed all necessary disclosure and contract documents they will close the transaction within 30 days of the live auction event or March 24<sup>th</sup>, 2014 with First American Title Insurance Co.

Real Estate agents that want to be eligible for representing a prospective bidder and the subsequent co-op commission of 2%, must register their contracted client at least 24 hours prior to the live event by faxing or scanning & emailing a signed Agency Disclosure Statement to John Rogers at fax - 614 635-2652 or john@irsauctioneer.com

John D. Rogers II | Realtor ™, Auctioneer, CPPA, CRS

President, Innovative Revenue Solutions, LLC



OREA Branch office Brokerage 9132 SR 62 suite B Orient, Ohio 43146 Office 614 877-7320 Mobile 614 499-5257

Fax 614 635-2652













Bidde	r Nur	nber		

# **AUCTION REGISTRATION FORM**

Property Address:
Please Print Legibly
Name:
Company (if applicable):
Address:
Phone: H( )W( )Mobile( )
Email:
How did you hear about the auction?
The undersigned hereby acknowledges that they have had the opportunity to review the Property Information Package (PIP) to their satisfaction or hereby waives their right to do so. The PIP contains all terms and conditions
Additionally, he/she has been advised that OREA (Broker) and all licensees employed by or associated therewith represent the Seller in this transaction.
Further, the undersigned agrees that they will assume all risk while inspecting the subject property and releases Broker and Seller from any claim due to injury sustained while inspecting the subject property.
Finally, the undersigned agrees that if they are a winning bidder at auction, they will execute the Contract to Purchase thereby establishing a legally binding commitment.
Signature: Date:
Deed should be made to:
To be completed by licensee representing bidder:
Licensee Name: Brokerage:
Brokerage Address:
Licensee Contact: W( )Mobile( )Email
Licensee hereby acknowledges that Brokerage will receive 2% of the high bid amount in the event that the bidder named herein is the successful bidder at auction and closes on the transaction.
Signature: Date:

# Section # 6:

**Co-Op Brokerage form required** 

# **Ohio Real Estate Auctions**



# **Buyer Broker Registration Form**

Complete this form & fax to 614 635-2652

Broker/Sales person:	Agency:
Address:	
Telephone:	Fax #:
As a licensed Real Estate Broker /	Salesperson, I,
License number V	Vish to register my client:(name)
Client Address:	Client Phone #:
Final Bid amount \$:purchase price.	plus 10% buyer's premium equals total
For the upcoming auction for the	following property:

I will either conduct a showing or attend a scheduled preview, if any, and the auction along with my client who will register a bid on the day of the auction. It is my understanding that a fee of 2% of my client's final winning bid will be paid to the above listed real estate agency. Successful bidder pays for and closes on the property and I have registered them prior to the auction.

No oral registrations will be accepted.

Registration must take place a minimum of 24 hours prior to the scheduled auction time (no exceptions).

# Section # 7:

# **Title Commitment**

# From

**First American Title Insurance Company** 



### Commitment for Title Insurance

ISSUED BY

# Commitment

## **First American Title Insurance Company**

First American Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

# First American Title Insurance Company

Dennis J. Gilmore President

Timothy Kemp Secretary

(This Commitment is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

**Copyright 2006-2009 American Land Title Association. All rights reserved.** The use of this form is restricted to ALTA licensees and ALTA members in good standing as of the date of use.

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Form 5011639 (8-1-09) Page 1 of 9 ALTA Commitment (6-17-06)

### **CONDITIONS**

- 1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
- 2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
- 3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
- 4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
- 5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <a href="http://www.alta.org/">http://www.alta.org/</a>.

Form 5011639 (8-1-09) Page 2 of 9 ALTA Commitment (6-17-06)



### ISSU

### ISSUED BY

# **Schedule A**

**First American Title Insurance Company** 

**Commitment for Title Insurance** 

File No.: 2044294NE

1. Effective Date: December 26, 2013 at 7:30 a.m.

2. Policy or Policies to be issued:

**Amount** 

a. 🛛

ALTA Owner's Policy of Title Insurance (6-17-06)

\$1.00

Proposed Insured:

TBD

b. x

ALTA Short Form Residential Loan Policy (Rev. 12-3-12) \$1.00

Proposed Insured: To Be Determined, its successors and/or assigns as their interests may appear as defined in the Conditions of this policy.

- 3. The estate or interest in the land described or referred to in this Commitment is Fee Simple
- 4. Title to the estate or interest in the Land is at the Effective Date vested in:

David Earl Wickline aka David E. Wickline

Official Record Volume 10883, Page E04 filed on December 8, 1987 and Official Record Volume 9651, Page D04 filed on May 15, 1987

5. The land referred to in this Commitment is described as follows:

See Exhibit "A" attached hereto and made a part hereof

By:

**Authorized Countersignature** 

(This Schedule A valid only when Schedule B is attached)

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

Form 5011639 (8-1-09) Page 3 of 9 ALTA Commitment (6-17-06)



# **Commitment for Title Insurance**

ISSUED BY

### **First American Title Insurance Company**

File No.: 2044294NE

### **REQUIREMENTS**

The following requirements must be satisfied:

- 1. Payment of the full consideration to, or for the account of, the grantors or mortgagor.
- 2. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
- 3. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and material men are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.

Instruments in insurable form which must be executed, delivered, and duly filed for record, to wit:

- 1. Warranty Deed from David Earl Wickline aka David E. Wickline, and spouse, if any to TBD.
- 2. Mortgage to be insured from TBD to To Be Determined.
- Satisfactory Release or Subordination of all liens shown in Schedule B, Section II.

Form 5011639 (8-1-09) Page 4 of 9 ALTA Commitment (6-17-06)
Ohio

# **Commitment for Title Insurance**

ISSUED BY

### **First American Title Insurance Company**

File No.: 2044294NE

### **EXCEPTIONS**

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of the persons in possession of the Land.
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title, including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
- 5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
- 6. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
- 7. Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.
- 8. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instruments related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
- 9. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
- 10. 2013 Tax Duplicate for Parcel Number 160-000456-00;

The first half tax in the amount of \$102.62, including current assessments, if any, is UNPAID.

The second half tax in the amount of \$102.62, including current assessments, if any, is **UNPAID**.

Form 5011639 (8-1-09) Page 5 of 9 ALTA Commitment (6-17-06)

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$102.62.

Assessed Values:

Land: \$3,050 Building: \$0 Total: \$3,050

Taxes and Assessments for subsequent years are undetermined, and a lien, not yet due or payable.

Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject real estate. No liability is assumed by the company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these payments.

Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.

NOTE: A search for uncertified special tax assessments has not been performed.

11. 2013 Tax Duplicate for Parcel Number 160-000457-00;

The first half tax in the amount of \$102.62, including current assessments, if any, is **UNPAID**.

The second half tax in the amount of \$102.62, including current assessments, if any, is **UNPAID**.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is **\$102.62**.

Assessed Values:

Land: \$3,050 Building: \$0 Total: \$3,050

Taxes and Assessments for subsequent years are undetermined, and a lien, not yet due or payable.

Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject real estate. No liability is assumed by the company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these payments.

Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.

NOTE: A search for uncertified special tax assessments has not been performed.

- 12. Mortgage from David E. Wickline aka David Earl Wickline, unmarried, to Aames Funding Corporation, in the amount of \$30,200.00, recorded April 16, 1997 in Official Record Volume 34843, Page C04. (Covering caption)
- 13. Covenants, Conditions, Restrictions, Easements, Setback Lines and any Amendments thereto as disclosed on the plat of subdivision recorded in Plat Book 17, Page 270. We delete any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restriction violate 42 U.S.C. 3604(c).

Form 5011639 (8-1-09) Page 6 of 9 ALTA Commitment (6-17-06) The following 24 month chain of title is being shown per customer request and is for informational purposes only:

- a. David E. Wickline acquired title by General Warranty Deed recorded in Official Record Volume 10883, Page E04 filed on December 8, 1987.
- b. David Earl Wickline acquired title by Warranty Deed recorded in Official Record Volume 9651, Page D04 filed on May 15, 1987.

Form 5011639 (8-1-09)	Page 7 of 9	ALTA Commitment (6-17-06)
		Ohio



ISSUED BY

### **First American Title Insurance Company**

File No.: 2044294NE

The land referred to herein below is situated in the Township of Jackson, County of Franklin, State of Ohio, and is described as follows:

Being a part of Survey #8231 Virginia Military District, and being more particularly described as follows:

Being Lot Number Twenty-nine (29) of ALLEN E. McDOWELL'S LITTLE FARMS SUBDIVISION, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book No. 17, Page 270, Recorder's Office, Franklin County, Ohio.

Situated in the County of Franklin in the State of Ohio and in the Township of Jackson:

Being Lot Number Twenty-eight (28) of ALLEN E. MCDOWELL'S LITTLE FARMS SUBDIVISION, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book No. 17, Page 2841, Recorder's Office, Franklin County, Ohio.

Form 5011639 (8-1-09) Page 8 of 9 ALTA Commitment (6-17-06)



### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these quidelines its Fair Information Values.

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

### **Information Obtained Through Our Web Site**

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### **Business Relationships**

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### **Fair Information Values**

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain

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