

Pitt Twp.
Sec. 18



Wyandot County ~ Ohio

LAND AUCTION

Farm - Recreational - Wooded

Thurs. December 18, 2014 @ 5 P.M.

Located: 3.7 Mi. South of
Upper Sandusky on SR 67
to CH 109 (Signs Posted)

58.4 Acres +/-

Tract #1 - 35.5 Acres +/- of mostly tillable land.

Tract #2 - 9.3 Acres +/- of tillable & wooded acreage

Tract #3 - 13.6 Acres +/- of Wooded Acreage w/Pond

Selling as Tracts, Combinations or the Whole Farm Using the Multi-Par Method

INSPECTION DATE: Sunday, December 7, 2014 2-3 P.M. Onsite

Auction to be held at Wyandot County Fairgrounds Master's Building. 10171 SH 53 N, Upper Sandusky, OH 43351

TERMS: A non-refundable down payment of \$5,000 is due auction day with cash or check per tract, balance due at closing within 45 days. **Taxes:** Prorated. **Possession:** 5 days after closing. This sale is not contingent upon financing.

Raymond F. Rall Farm, Ltd - Owner

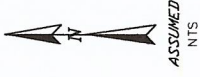
**Ohio Real Estate Auctions
WMS Marketing Services, llc
Auctioneer: Paul Wagner
419-294-4366**



www.wmsohio.com

**PROPOSED TRACTS
FOR THE RAYMOND E. RALL FARM**

LOCATED IN PART OF THE SW 1/4 OF
SECTION 18, PITT TOWNSHIP,
WYANDOT COUNTY, OHIO



NOTE:
THE ABOVE ACRES AND DIMENSIONS
ARE ESTIMATES ONLY. FINAL ACRES
AND PARCEL LINES WILL BE DETERMINED
FROM AN ACTUAL FIELD SURVEY, IF NEEDED.

11-06-14

K O E H L E R S U R V E Y I N G , I N C .

P. O. BOX 28 UPPER SANDUSKY, OHIO 43351 (419) 294 - 5388

The Multi-Parcel Auction Method

The Multi-Parcel (*multi-par*) auction method allows the buyer to maintain control of any tracts or parcel throughout the auction, regardless of the combination of the tracts. With the Multi-par Auction Method you select the lots you wish to purchase and bid on them. The Multi-Par Auction Method is tracked with a computer software system and automated process for real time tracking.

In Round 1 the tracts are auctioned one at a time until each tract has a high bidder. At this point the bidding has not closed. In Round 2, bidders may combine two or more tracts or re-bid a single tract with an increase in the bid determined by the auctioneer. Requests for combinations or re-bids are continued until there are no further requests and the auctioneer declares the bidding closed. An overhead projector is used to display the high bids and the bidder's number to keep you informed of the current high bids. When all bids are in and recorded, no one desires to advance the bid on any tract, combination of tracts or the entire property the auction will be announced closed.

Advantage of the Multi – Par Method

No one is knocked out of bidding at any time.

You may combine any or all tracts in any grouping throughout the entire auction as well as post new bids on any single tract or combination.

At any time you can look at the lots displayed on large boards and see the high bid and whether you have control of that tract.

Since everyone who is participating in the auction event can choose which property they want to buy and the price is set by the bidder, everyone has the same opportunity to buy regardless of the other bidder's possible wealth or bidding strength.

Helpful Bidding Tips

Bid on only the tracts or items that you want to own. If you only want a single tract then bid when it is available. If you want multiple tracts or none at all, then bid when combination of tracts are permitted. Remember any bid posted is considered active and could be back in winning position any time during the auction.

Don't wait to bid at the end... prices don't go down. Waiting only invites more people to jump in at the last moment. Remember, its better to defend your position then to take it from someone else.

Prior to the auction determine your buying strategy. Determine what you want to buy and how much you can spend. Use the auction company personnel who are working on the floor to help you with the math during the auction event. Calculators will be available.

Sound confusing? Don't worry! A Practice Auction will be conducted approximately 30 minutes prior to the auction. Auction personnel will be available to help you during the entire auction bidding process.

Multi-Parcel Auction Example

A Multi-Par Auction is the sale of Real Estate offered in two or more tracts of land. For purposes of explanation:

100 Acres Offered in Five Tracts

Tract #1 = 5 Acres
Tract #2 = 10 Acres
Tract #3 = 10 Acres
Tract #4 = 25 Acres
Tract #5 = 50 Acres

The bidding will usually open offering the tracts individually first:

Bid Board (Individual Tracts)

Tract Number	Bidder Number	Bid Amount
1	100	\$ 5,000
2	200	\$ 10,000
3	300	\$ 10,000
4	400	\$ 25,000
5	500	\$ 50,000

Following the offering of individual tracts, the auctioneer will begin taking bids for any combinations. Example: \$26,000 will tie Tracts 1, 2 & 3 together and pull them away from the individual bidders for their respective tracts, because the bid is higher than the individual bids totaling \$25,000. See bid board below.

Bid Board (Combinations)

Combinations	Bidder	Bid Amount
1-2-3	600	\$26,000

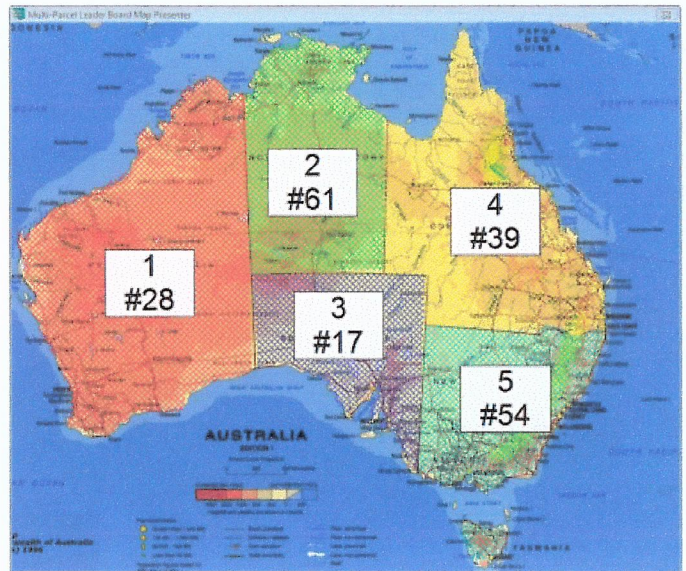
Bidders 100, 200, & 300 are "out", because of a successful combination by Bidder 600. But this leaves Bidders 400 & 500 still in a winning position on their respective tracts. What is of importance is the bid for Combination 1-2-3 at \$26,000 plus the individual bids of \$25,000 and \$50,000 for Tracts 4 & 5 total out to be \$101,000... beating out the total of \$100,000 for all of the Individual bids.

But keep in mind, Bidders 100, 200 & 300 are not necessarily finished bidding. There is only a \$2,000 difference from a change on the bid board and those who would want to be in a winning position. ***This process will take place until all bids are exhausted and the auctioneer declares the auction closed.***

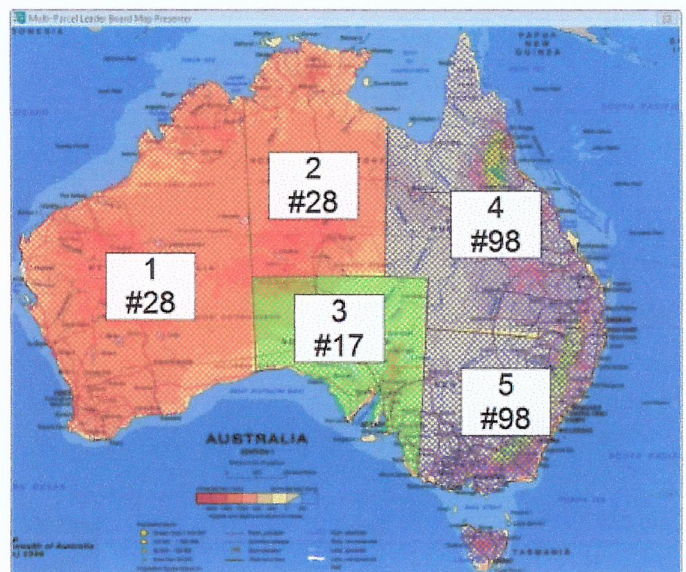
To the right is an example of our grid presenter. As you can see this screen makes it very easy for bidders and staff to stay informed. The yellow highlighted rows and corresponding check marks indicate that the bid is in the leading position. There is also a "back in" column that shows any other bidder what they need to bid on a particular combination to be back in a leading position.

Bidder #	Total Bid	Per Acre	Acres	Back In	Tracts
✓ #123	14,601.88	28.08	520.01	28.27	1, 2
#15	2,378.09	8.57	277.49	9.10	1
#65	74,919.74	62.25	1,203.53	62.62	1, 2, 3, 4, 5
#15	12,126	50	242.52	50.61	2
#12	28,685.82	57	503.26	58.09	2, 3
✓ #64	36,549.83	74.32	491.79	74.52	3, 4
#17	15,644.40	60	260.74	65.05	3
#25	34,176	50	683.52	88.76	3, 4, 5
#21	19,639.25	85	231.05	87.16	4
✓ #35	23,966.25	125	191.73	125.26	5

To the right is an example of our map leader board. As you can see this feature starts with an aerial shot and then overlays the parcels with color coded shading to indicate who is currently the leader on a particular parcel or combination of parcels.



If a bidder's high bid is a combo, then the entire relevant combo region will be shaded the same color and shading pattern. In the example to the right, bidder #28 is the leader on a combo bid for parcels 1&2, and as such, both parcel 1 and parcel 2 are shaded red. Also notice that bidder #98 is in the leading position for the combo bid of parcels 4 & 5.



Proposed Waterway Project

Rall Farm Waterway Breakdown Cost of Project

2,100 feet waterway x \$4.50/ft	\$8,400
2,100 feet blanket x \$2.00/ft	\$4,200
375 feet of 4" tile x \$1.00/ft	\$375
1,725 feet of 6" tile x \$2.00/ft	\$3,450

Total Cost \$16,425

Cost Shares @ 50%

Waterway 1.57 acre x \$6311.85/Acre = \$9,909.60 x 50% = \$4,954.80
2100' x 16' blanket = 33,600 x .19 ft ² = \$6,384.00 x 50% = \$3,192.00
375' 4" tile x \$1.32/ft = \$495.00 x 50% = \$247.5
1725' 6" tile x \$2.16/ft = \$3,726.00 x 50% = \$1,863.00

Cost Share \$10,257.30

PIP \$8,205.84

SIP \$100.00

Total \$18,563.14 *2 year Return*

Contract for 10-year agreement

Pm .43 Acre x \$173 = \$74.39

GwB2 .44 Acre x \$146 = \$64.24

Blg1B1 .70 Acre x \$159 = \$111.30

Total $\$249.93/1.57 = \$159.19 \times 20\% = \$31.83 + \$159.19 = \$191.02/\text{Acre}$

$\$191.02 \times 1.57 = \$299.90/\text{year} \times 10 \text{ years} = \$2,999.00$ *3 year Return*

Proposed Quote for Clearing 40' on Tract One

KW Farms - \$5,000 depending on tree size

Current Taxes on Whole Farm

\$1,257.36 Per Year



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: County Highway 109 - Parcel # 26-087001.0000 + # 26-087000.0000

Buyer(s): _____

Seller(s): Raymond Roll Farm, LTD

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____ AGENT(S) _____, and _____ BROKERAGE _____.

The seller will be represented by _____ AGENT(S) _____, and _____ 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) Paul Wayne and real estate brokerage Ohio Real Estate Partners 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 _____

[Signature] SELLER/LANDLORD _____ DATE _____

BUYER/TENANT _____ DATE _____

[Signature] SELLER/LANDLORD _____ DATE _____

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100



CONSUMER GUIDE TO AGENCY RELATIONSHIPS



Ohio Real Estate Auctions LLC

We are pleased you have selected **Ohio Real Estate Auctions LLC** to help you with your real estate needs. Whether you are selling, buying or leasing real estate, **Ohio Real Estate Auctions LLC** can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services agents can offer and their options for working with you.

For more information on agency law in Ohio you can also contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or on their website www.com.state.oh.us.

Representing Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care and, account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "subagency" to other brokerages which would also represent the seller's interests and owe the seller these same duties.

Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information and account for any money they handle in the transaction.

Dual Agency

Occasionally the same agent and brokerage who represents the seller also represents the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position in the transaction. They may not advocate the position of one client over the best interests of the other client, or disclose any confidential information to the other party without written consent.

Representing Both the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidential information of both parties.

Working With Ohio Real Estate Auctions LLC

Ohio Real Estate Auctions LLC does offer representation to both buyers and sellers. Therefore the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs each agent will represent their own client, but **Ohio Real Estate Auctions LLC** and its managers will act as a dual agent.

This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. **Ohio Real Estate Auctions LLC** will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

In the event that both the buyer and seller are represented by the same agent, that agent and **Ohio Real Estate Auctions LLC** will act as dual agents but only if both parties agree. As dual agents they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs you will be asked to consent to it in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties **Ohio Real Estate Auctions LLC** has listed. In that instance **Ohio Real Estate Auctions LLC** will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller you should not share any information with the listing agent that you would not want the seller to know.

Working With Other Brokerages

When **Ohio Real Estate Auctions LLC** lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. **Ohio Real Estate Auctions LLC** does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because **Ohio Real Estate Auctions LLC** shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead that company will be looking out for the buyer and **Ohio Real Estate Auctions LLC** will be representing your interests. When acting as a buyer's agent, **Ohio Real Estate Auctions LLC** also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to sign below, acknowledging receipt of this Consumer Guide. Your signature will not obligate you to work with our company if you do not choose to do so.

Name (Please Print)

X *[Signature]*

Signature Date

Name (Please Print)

X *[Signature]*

Signature Date



CHANGE ORIENTATION TO LANDSCAPE BEFORE PRINTING.

CONTINUE

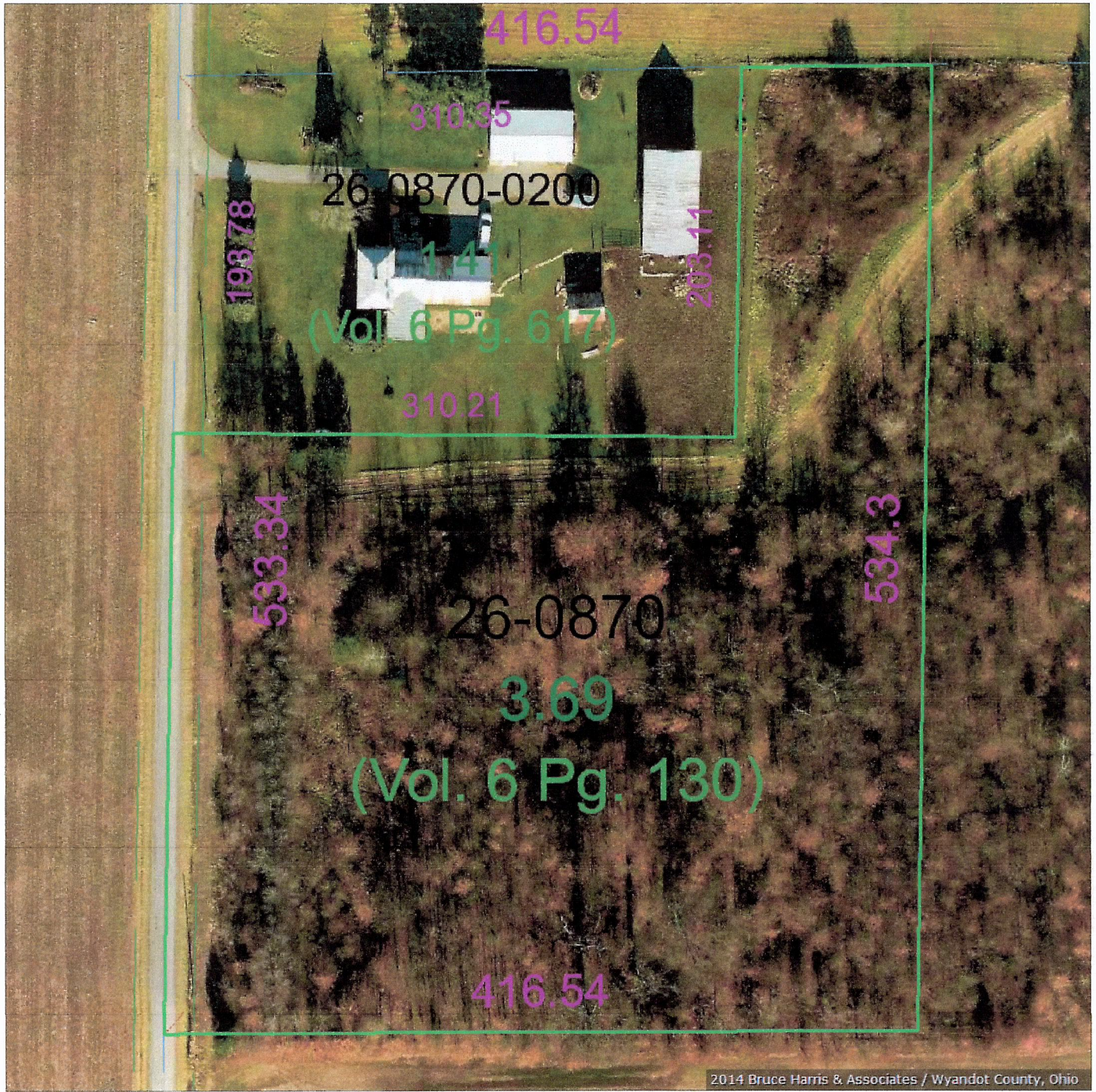
PITT TOWNSHIP UPPER SANDUSKY S D	00260	real property record 10/31/14	10:33:06	WYANDOT COUNTY, OHIO GEORGE W. KITZLER, AUDITOR	26-087000.0 021-0-019
2011 RAYMOND E RALL FARM LTD	12/22/88	14-03-18	33.49	2012	2014
2012 RAYMOND E RALL FARM LTD	12/22/88		110	2013	2015
2013 RAYMOND E RALL FARM LTD	12/22/88		3.6900	2014	201
2014 RAYMOND E RALL FARM LTD	12/22/88		10540	2014	2014
WAR					
% DAVID E SMITH					
15034 STATE HWY 67					
UP SANDUSKY OH 43351-9428					
2015			1440	1440	3130
			land 35%	3130	3130
			bldg 35%	1440t	3130t
			totl 35%	1440t	3130t
			hmstd35%		
			2.5% rb		
			hmstd rb		
2016			43.40	43.40	92.92
			net tax	67.80	67.80
			cauv sav	67.82	74.52

VACANT	07R NO CHG	MAP HAS 3.687 AC	total	net tax	43.40
year	land	bldg	total	net tax	43.40
2011	1440		1440		

COUNTY HWY 109	tab #	soil	acres	mkt/ac	market	au/ac	cauv
	C 5	BOA	2.0300	4,420	8,970	2,210	4,490
	C 61	PM	1.5000	4,760	7,140	2,970	4,460
	980	ZR	.1600				
		ROAD					

-----call back: ----- sign: V date: 8/30/12 lister:mev-----26-087000.0

PUB SEWER
PUB ELECTRIC
PRIV WATER
PUB PAVED ST/RD
topo: ROLLING
code 9261



CHANGE ORIENTATION TO LANDSCAPE BEFORE PRINTING.

CONTINUE

PITT TOWNSHIP
 UPPER SANDUSKY S D 00260
 10/31/14
 10:33:23
 10:33:23
 10/31/14
 00260
 5/30/86
 5/30/86
 5/30/86
 5/30/86
 5/30/86
 14-03-18
 LND PT SPT SW FR 1/4
 % DAVID E SMITH
 15034 STATE HWY 67
 UP SANDUSKY OH 43351-9428

WYANDOT COUNTY, OHIO
 GEORGE W. KITZLER , AUDITOR
 2012 2013 2014 2015
 33.49 32.88 32.88
 2011 2012 2013 2014 2015
 110 110 110 110 110
 54.9000 54.9000 54.9000 54.9000 54.9000
 134000 134000 217490 217490
 134000t 134000t 217490t 217490t
 45140 45140 112060 112060
 tax value: 15800 15800 39220 39220

2011 RAYMOND E RALL FARM LTD
 2012 RAYMOND E RALL FARM LTD
 2013 RAYMOND E RALL FARM LTD
 2014 RAYMOND E RALL FARM LTD
 % DAVID E SMITH
 15034 STATE HWY 67
 UP SANDUSKY OH 43351-9428

2015
 2016
 parent: 26-087000.0000
 orig tax year 1987
 net tax 476.18 1164.44 1164.44
 cauv sav 937.46 937.26 937.24 1095.54

VACANT
 VACANT LAND 07R NO CHG
 SOME WOODS & BEANS

year 2011
 land 15800
 bldg
 total 15800
 net tax 476.18

COUNTY HWY 109
 s o i l
 tab # BOA BLOUNT SILT LOAM 0-
 C 5 BOA BLOUNT SILT LOAM 2-
 C 6 BOB BLOUNT SILT LOAM 2-
 C 28 GWE2 GLYWOOD SILT LOAM
 C 61 PM PEWAMO SILTY CLAY L
 C 5 BOA BLOUNT SILT LOAM 0-
 P 205 BOA BLOUNT SILT LOAM 0-
 W 405 BOA BLOUNT SILT LOAM 0-
 ZR ROAD
 9261
 code
 980
 acres 2.2000 4.420 4.420 2.210 4.860
 13.0000 4.190 54.470 1.920 24.960
 2.2300 3.680 8.210 1.020 2.280
 12.5700 4.760 59.830 2.970 37.330
 6.0000 4.420 26.520 2.210 13.260
 6.7200 4.420 29.700 2.210 14.850
 12.0000 2.420 29.040 1.210 14.520
 .1800
 mkt/ac market au/ac cauv
 4,420 9,720 2,210 4,860
 4,190 54,470 1,920 24,960
 3,680 8,210 1,020 2,280
 4,760 59,830 2,970 37,330
 4,420 26,520 2,210 13,260
 4,420 29,700 2,210 14,850
 2,420 29,040 1,210 14,520
 sign: V date: 8/30/12 lister:mev-----26-087001.0

-----call back: -----





See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

State : OHIO
County : WYANDOT

Farm Number : 957

Operator Name :
Farms Associated with Operator :
CRP contract numbers :

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Farm Status	Number Of Tracts	
61.24	41.24	41.24	0.00	0.00	0.00	0.00	Active	1	
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	FWP	FAV/WR History	Acre Election	EWP	DCP Ag. Related Activity
0.00	0.00	41.24	0.00	0.00	0.00	No	No	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PTPP Reduction Acres	Direct Yield	Counter Cyclical Yield
Wheat	4.60	0.00	0.00	44	44
Corn	16.50	0.00	0.00	107	107
Soybeans	19.40	0.00	0.00	27	27
TOTAL	40.50	0.00	0.00		

NOTES

State : OHIO
County : WYANDOT

Farm Number : 957
Tract Number : 2167

Description : H-8/1B CH 109 SE 1/4 SEC 18 Pitt

FAV/WR History : No

BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Tract does not contain a wetland
WL Violations :
Owners : RALL FARM LTD
Other Producers :

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	
61.24	41.24	41.24	0.00	0.00	0.00	0.00	
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	FWP	EWP	DCP Ag. Related Activity
0.00	0.00	41.24	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PTPP Reduction Acres	Direct Yield	Counter Cyclical Yield
Wheat	4.60	0.00	0.00	44	44
Corn	16.50	0.00	0.00	107	107

Form : FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Program Year : 2015

Date : Oct 31, 2014

Abbreviated 156 Farm Record

Soybeans	19.40	0.00	0.00	27	27
TOTAL	40.50	0.00	0.00		

NOTES

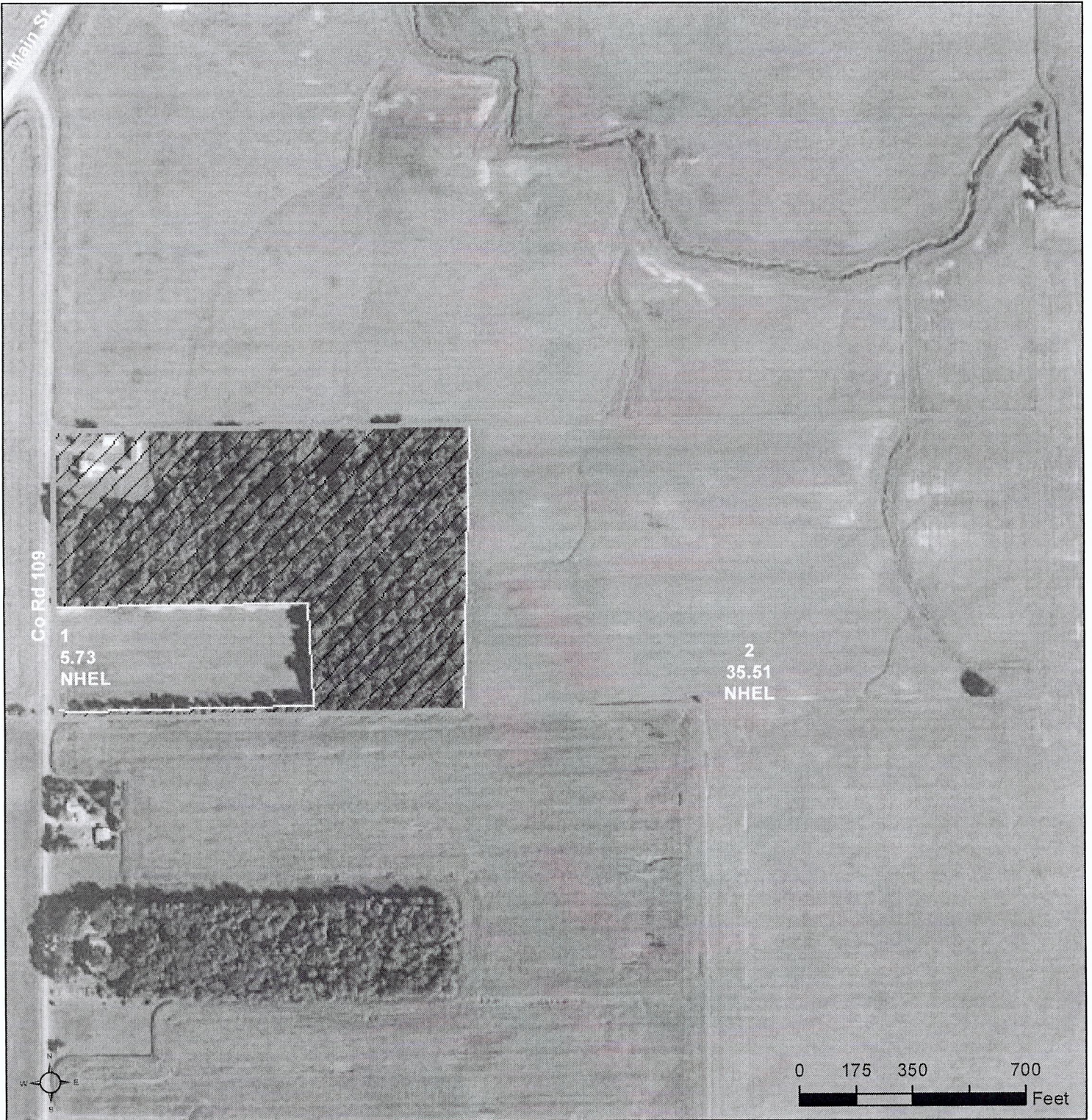
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United States
Department of
Agriculture

Wyandot County, Ohio



- Common Land Unit**
 Cropland / / Non-cropland
 [Hatched Box] Conservation Reserve Program
- Wetland Determination Identifiers**
 ● Restricted Use
 ▽ Limited Restrictions
 □ Exempt from Conservation Compliance Provisions
 [Thick Line Box] Tract Boundary

2014 Program Year

Map Created February 19, 2014

Farm 957
Tract 2167

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).



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: December 18, 2014

- 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 Upper Sandusky, Wyandot County, OH and known as County Highway 109, Pitt Township, Section 18, Parcel #'s 26-087000.0000 & 26-087001.0000
2. PRICE AND TERMS: Purchaser agrees to pay the amount of the high bid \$ plus the buyer premium of \$ -0- 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 \$ 5,000.00 Per Tract 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.
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 February 1, 2015. The closing date shall be automatically extended up to 30 days if Auctioneer deems necessary.
4. Buyers will close through Office of Buyers Choice
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 \$ -0- 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.
8. OWNER'S CERTIFICATION: Seller(s) certifies to Purchaser that, to the best of Seller's knowledge: (a) there are no undisclosed latent defects; (b) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the Real Estate may be assessed, except; (c) there are no City, County or State orders that have been served upon Seller(s) requiring work to be done or improvements to be made which have not been performed, except. Inspections regarding habitability and use of the Real Estate shall be the responsibility of the Purchaser. All Inspections must be completed prior to Auction. PURCHASER IS RELYING 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.
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 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):

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, 5 days after closing @ 12:00 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 Per Tract 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 Auctions 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:

26. EXPIRATION AND APPROVAL: This offer is void if not accepted in writing on or before 9:00 o'clock A.M. P.M. Noon
 Midnight EASTERN STANDARD TIME December 18, 20 14.

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 initiated 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: _____

SELLER: _____

FULL ADDRESS: _____

PHONE NUMBERS: _____

WITNESS: _____

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 _____





Irrevocable Letter of Instruction Re: Down Payment

I have purchased the real estate located at County Highway 109, Pitt Township, Section 18, Wyandot County, Parcel #
under the terms and conditions of the attached Contract to Purchase at Public Auction dated
December 18, 2014.

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 Auctions
which will hold the money until it is time for closing.

I understand that the funds I have provided to Ohio Real Estate Auctions 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 Auctions 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 _____ 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 Auctions, to follow the instructions from the Broker as to the distribution of my down payment.

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

I have reviewed the Contract to Purchase at Public Auction dated December 18, 2014, 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: December 18, 2014
