



ABSOLUTE

Real Estate Auction

Thursday, June 25th @ 11:00AM

39-41 E. Hudson Avenue

Dayton, Ohio 45405

Auction held off-site at:

Hilton Garden Inn

3520 Pentagon Blvd., Beavercreek, Ohio 45431

(5 additional properties selling in this event)

Online Bidding available at www.BidNowllc.com



Sells Regardless of Price! No Minimum & No Reserve!
Income Producing!



Description: 2,532 Sq. Ft., 2-Story, side-by-side duplex with two 3 Bedroom, 1 Bath units over a full basement. Built in 1926 on a .1678 platted lot. 1 Unit rented at \$395. Tax appraised at \$66,290.

Open Inspection: Monday, June 22nd 12:30pm to 1:00pm

Montgomery County PID: R72 06107 0007 **Annual Taxes:** \$1,880.10

Terms: Sells As-Is to the highest bidder regardless of price with no contingencies for financing or inspection. 10% buyer's premium in effect. Short tax proration. Buyer pays all closing costs. Warranty deed at closing with no liens or encumbrances.

Deposit and Closing: Successful bidder will be required to deposit 10% of the final contract price by cash or check with proper ID PAYABLE to M & M Title Company which will be your non-refundable deposit if you are the successful bidder. Close within 20 days of Auction.

Realtor Participation: 2% Commission available to Ohio Licensee representing a successful bidder who closes on transaction. To collect a commission, Realtor's must: 1) Register your bidder no less than 24 hours prior to auction; 2) Accompany your client to the scheduled Inspection; 3) Accompany your client to the auction; 3) Guide buyer to closing. **NOTE: If bidding online, you must register your client prior to their registering online.**

Tim Lile, CAI - Auctioneer

(937)689-1846

timlileauctioneer@gmail.com

Ohio Real Estate Auctions, LLC

Disclaimer: Information contained herein was obtained from sources deemed reliable. However, neither Ohio Real Estate Auctions, LLC Auctioneers nor their agents will be responsible for any errors or omissions regarding information provided by same. Announcements made at the auction will take precedence over written material or any other statements made prior to the auction. Buyers should carefully verify all information and make their own decision as to the accuracy thereof before relying on same.

PARID: R72 06107 0007
PARCEL LOCATION: 39 HUDSON AVE

NBHD CODE: 51000NOR

[Click here to view neighborhood map](#)

Owner

Name

ALTA RANCHO PROPERTY MGMT LLC

Mailing

Name RALPH DELOERA
Mailing Address 6855 BERYL ST
City, State, Zip RANCHO CUCA MONGA, CA 91701

Legal

Legal Description 40971

Land Use Description R - TWO FAMILY DWELLING, PLATTED LOT
Acres .1678
Deed DEED-10-003377
Tax District Name DAYTON CITY

Sales

Date	Sale Price	Deed Reference	Seller	Buyer
11-OCT-02	\$70,000	200200125958	HARDY GEORGE D	KOSAK MARK
11-OCT-07	\$30,000		KOSAK MARK	COUNTRYWIDE HOME LOANS INC
07-APR-08		200800024600	COUNTRYWIDE HOME LOANS INC	BANK OF NEW YORK TR
07-APR-08	\$11,000	200800024602	BANK OF NEW YORK TR	DIDDLE MICHAEL W
19-JAN-10	\$18,500	201000003377	DIDDLE MICHAEL W	ALTA RANCHO PROPERTY MGMT LLC

Registered Rental Property

Registered: YES

Values

	35%	100%
Land	3,540	10,120
Improvements	19,660	56,170
CAUV	0	0
Total	23,200	66,290

Building

Exterior Wall Material FRAME
Building Style DUPLEX
Number of Stories 2
Year Built 1926
Total Rms/Bedrms/Baths/Half Baths 12/6/2/0

Square Feet of Living Area	2532
Finished Basemt Living Area (Sq. Ft.)	0
Rec Room (Sq. Ft.)	0
Total Square Footage	2532
Basement	FULL
Central Heat/Air Cond	CENTRAL HEAT
Heating System Type	HOT AIR
Heating Fuel Type	GAS
Number of Fireplaces(Masonry)	0
Number of Fireplaces(Prefab)	

Current Year Special Assessments

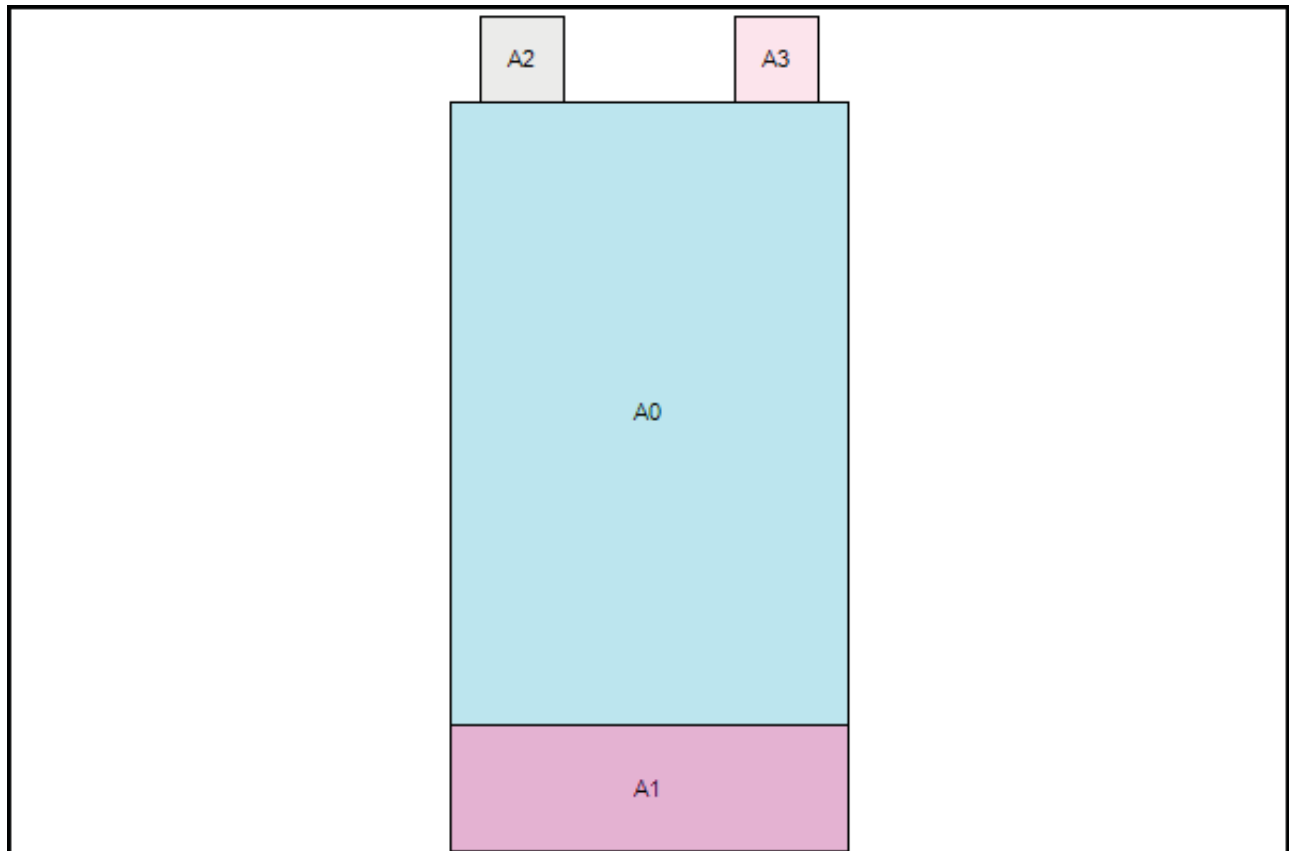
31911-DAY LIGHT DISTRICT B	\$7.78
11777-APC FEE	\$43.00
41100-MCD/AP MCD/AQUIFER PRES SUBD	\$1.00

Current Year Rollback Summary

Non Business Credit	-\$200.58
Owner Occupancy Credit	\$0.00
Homestead	\$0.00
City of Dayton Credit	\$0.00
Reduction Factor	-\$641.42

Tax Summary

Year	Prior Year	Prior Year Payments	1st Half Due 2/20/2015	1st Half Payments	2nd Half Due 7/17/2015	2nd Half Payments	Total Currently Due
2014	\$0.00	\$0.00	\$944.44	-\$944.44	\$935.66	\$0.00	\$935.66



Residential Property Data

Building Style	DUPLEX
Exterior Wall Material	FRAME
Number of Stories	2
Year Built	1926
Total Rooms	12
Bedrms	6
Baths	2
Half Baths	0
Square Feet of Living Area	2532
Finished Basement Sq. Ft.	0
Rec. Room Sq. Ft.	0
Total Square Footage	2532
Basement	FULL
Central Heat/Air Cond	CENTRAL HEAT
Heat System	HOT AIR
Heating Fuel Type	GAS
Number of Fireplaces(Stacked)	0
Number of Fireplaces(Prefab)	

Out Building

Improvement	FRAME OR CB DETACHED GARAGE
Quantity	1
Size (sq. ft)	360
Year Built	1926
Grade	D
Condition	POOR
Value	1660

First Half Taxes

Tax Year	Real/Project	Charge	Adjustments	Payments	Amount Due
2014	11777-APC FEE	\$21.50	\$0.00	-\$21.50	\$0.00
2014	31911-DAY LIGHT DISTR	\$7.78	\$0.00	-\$7.78	\$0.00
2014	41100-MCD/AP MCD/AQUI	\$1.00	\$0.00	-\$1.00	\$0.00
2014	REAL	\$914.16	\$0.00	-\$914.16	\$0.00
Total:		\$944.44	\$0.00	-\$944.44	\$0.00

Second Half Taxes

Tax Year	Real/Project	Charge	Adjustments	Payments	Amount Due
2014	11777-APC FEE	\$21.50	\$0.00	\$0.00	\$21.50
2014	REAL	\$914.16	\$0.00	\$0.00	\$914.16
Total:		\$935.66	\$0.00	\$0.00	\$935.66

Prior Year Adjustments

Tax Year	Real/Project	Charge	Adjustments	Payments	Amount Due
2003	11777-APC FEE	\$43.72	\$2.95	-\$46.67	\$0.00
2003	41100-MCD/AP MCD/AQUI	\$1.00	\$0.00	-\$1.00	\$0.00
2003	REAL	\$1,147.86	\$94.77	-\$1,242.63	\$0.00
2004	11777-APC FEE	\$43.83	\$6.67	-\$50.50	\$0.00
2004	41100-MCD/AP MCD/AQUI	\$1.02	\$0.21	-\$1.23	\$0.00
2004	REAL	\$1,167.11	\$177.48	-\$1,344.59	\$0.00
2007	11777-APC FEE	\$43.00	\$2.15	-\$45.15	\$0.00
2007	31100-D S+W DELQ SEW	\$950.83	\$0.00	-\$950.83	\$0.00
2007	31104-STM SE DELQ STO	\$119.53	\$0.00	-\$119.53	\$0.00
2007	41100-MCD/AP MCD/AQUI	\$1.00	\$0.00	-\$1.00	\$0.00
2007	REAL	\$1,276.72	\$63.84	-\$1,340.56	\$0.00
2008	11777-APC FEE	\$43.00	\$2.15	-\$45.15	\$0.00
2008	41100-MCD/AP MCD/AQUI	\$1.00	\$0.00	-\$1.00	\$0.00
2008	REAL	\$418.18	\$20.91	-\$439.09	\$0.00
Total:		\$5,257.80	\$371.13	-\$5,628.93	\$0.00

Grand Totals

	Charge	Adjustments	Payments	Amount Due
GRAND TOTALS	\$1,880.10	\$0.00	-\$944.44	\$935.66

TAX PAYMENTS MAY BE MAILED TO MONTGOMERY COUNTY TREASURER, 451 WEST THIRD ST., DAYTON OH 45422

* PAYMENTS POSTED THRU MAY 22, 2015

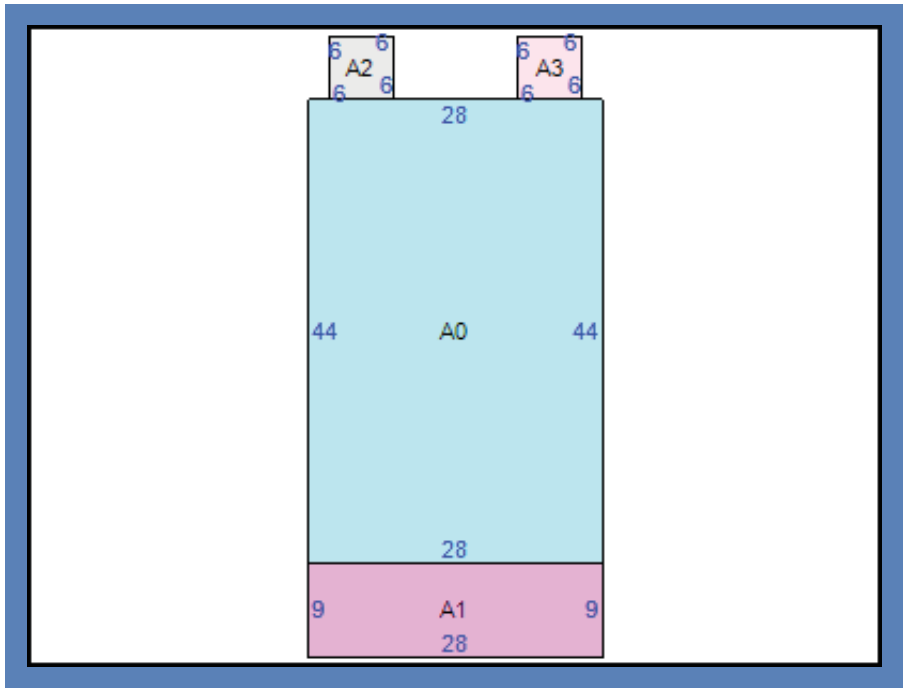
PARID: R72 06107 0007
PARCEL LOCATION: 39 HUDSON AVE

NBHD CODE: 51000NOR

Tax Year	Total Value
2000	54,800
2001	54,800
2002	59,070
2003	59,070
2004	59,070
2005	65,870
2006	65,870
2007	65,870
2008	19,250
2009	19,250
2010	19,250
2011	15,880
2012	15,880
2013	15,880
2014	66,290
2015	66,290

PARID: R72 06107 0007
PARCEL LOCATION: 39 HUDSON
AVE

NBHD CODE: 51000NOR



Label	Code	Description	Area
A0		Main Building	1232
A1	11	OFP OPEN FRAME PORCH	252
A2	11	OFP OPEN FRAME PORCH	36
A3	11	OFP OPEN FRAME PORCH	36



1905 Salem Avenue
Dayton, Ohio 45406



Telephone 937-277-9551
Fax 937-277-7347

RESIDENTIAL LEASE AGREEMENT

In consideration of their mutual promises, **ManCo Property Services** (Landlord) whose address is 1905 Salem Avenue Dayton, Ohio 45406: agent for **ALTA RANCHO PROPERTY MANAGEMENT, LLC** (Owner), hereby leases to **CYNTHIA K. DUMAS & ROBERT L. DUMAS** Resident(s), a dwelling unit located at **39 EAST HUDSON AVENUE**, City of Dayton, County of Montgomery, State of Ohio **45405**.

1. **Terms and Renewal.** The term of this lease shall continue for twelve (12) months, commencing on **NOVEMBER 1ST, 2014**, and subject to the renewal provisions, will terminate on **OCTOBER 31ST, 2015**. If resident(s) remains in possession of the leased property after the expiration of the original term of this agreement, such possession shall be as a month to month resident, starting on the first day of each month and ending on the last day of each month, under the same terms and conditions of this agreement, except that the landlord may increase the amount of rent to be paid upon (30) days prior written notice to resident. This agreement may be terminated by either party at the end of the term by giving the other party at least thirty (30) day's **WRITTEN NOTICE** prior to the end of the term.

2. **Rent.** The **total rent** (does not include pet fee or garage fee) due under this agreement is **FOUR THOUSAND SEVEN HUNDRED FORTY** dollars (\$4,740.00), payable in twelve equal monthly installments of **THREE HUNDRED NINETY FIVE** dollars (\$395.00), which are due in advance on the fifth (5th) day of each month, except for the first rental installment, which shall be prorated and paid at the time of the lease signing. Payment is to be made without demand by personal check, cashier's check or money order, payable to ManCo Property Services **NO CASH WILL BE ACCEPTED**. Management is not responsible for lost or otherwise missing payments.

3. **Late Fee.** Monthly rent received at Management's Office after the fifth (5th) day of the month in which it is due will be considered late. **An additional fee of \$50.00 is added on the sixth (6th) day of the month.** Resident agrees that the postmark, or the day received at Management's Office if hand carried, will be considered the date of payment regardless of the date shown on any check or money order. Owner is under no obligation to accept late or partial rent payments, including payments made late, which do not include late charges. Acceptance of partial payments shall not constitute a waiver of any rights of the Owner at Law or under this Agreement, nor affect any notice or Legal proceeding in a Forcible Entry and Detainer Action therefore given or commenced provided there is ANY remaining balance due on the account at the time the payment is accepted. **LATE CHARGES WILL CONTINUE TO ACCUMULATE ON ANY REMAINING BALANCE.**

4. **Returned Check Charges.** If a check given by the resident for rent, or any other payment, is returned dishonored by the drawee there will be a fee of **\$25.00** due and the landlord will not accept checks for any future payments. **In addition to this fee a late fee is also charged.**

5. **Eviction** If payment is not received at Management's office by the 5th an eviction will be filed. Residents will receive a 3-Day Notice to Vacate the Premises; you will have 3 days to pay the rent and late charge before we file a Complaint in the Municipal Court. Once we have filed an eviction you will have to pay the reinstatement fee to cover our court filing expenses, if we accept your rent and allow you to stay. The landlord reserves the right to reject late rent.

6. **Security Deposit** Resident has paid **\$395.00** as a Security Deposit, to be maintained by Owner, to secure the performance of this agreement. If such deposit exceeds one month's rent the owner shall annually pay (5%) on such excess amount only. If the resident fails to perform the terms of this agreement the landlord will apply the amount of security deposit against any money due and resident shall be additionally liable to landlord for payment of all damages resulting from residents failure to perform the terms of this agreement to the extent that such damages exceed the security deposited. The security deposit is due and payable in full prior to the Resident(s) taking occupancy of the unit. Security deposits are not collected under the assumption that they can be used as a payment of rent.

7. **Utilities.** We will instruct the utility companies to disconnect service on your move-in date for any service that you are to have put into your name. Utility metering varies from building to building; where there are separate resident meters you are clearly responsible for payment of those utilities. To clarify the utility arrangements for this particular rental unit the following chart will indicate who pays for which utilities (Resident ="R") and (Owner ="O").

R HEAT	R GAS	R ELECTRIC	R TRASH	R COLD WATER
R HOT WATER	R CABLE TV	R PHONE		

Some utilities that are your responsibility may be in OUR name and "ON" at the time you move in, but they will be ordered shut off on the date of your move in. You will receive a bill from us for any portion of our FINAL BILL that applies to your usage, which is from the starting date of this Agreement. **YOU ARE REQUIRED TO BRING TO MANCO A COPY OF YOUR GAS, ELECTRIC AND WATER BILL AS PROOF THAT UTILITIES ARE IN YOUR NAME.**

8. **Heat Paid Units.** In units where Owner provides heat, 70-degree temperature will be provided between the dates of September 15th and May 15th. Resident at tenant's expense must provide additional heat. **The resident will pay a service call charge if a service request is made for a no heat call and the temperature of the unit is found to be 70 degrees or more. The landlord may increase the rent during the term of the lease to reflect any increase in utilities directly related to the property over which the owner and landlord have no direct control.**

9. **Occupancy.** You agree to occupy and use the unit in a safe and proper manner, as a place of residence only. Occupancy is limited to 2 Adult(s) and 1 Child(ren). Resident agrees that no person other than those listed on the rental application shall occupy the premises. Any occupancy other than what is expressly stated on the application is a violation of this rental agreement and grounds for Eviction action. You agree not to carry on any business or occupation in your unit (re: childcare, etc.) or to use or permit the use of your unit for any unlawful purpose. **Basements and/or attics are not living areas.**

10. **Sublet & Assign** The resident may not assign the lease or sublet the premises without prior written consent of the landlord, which may be withheld with no explanation required.

11. **Pets** Except as provided in this section, resident agrees that no animal(s) or pet(s) shall be kept in the dwelling unit for any period of time nor in any common areas of the building or anywhere else on the grounds on which the dwelling unit is located, **without written consent of Management, and a signed Pet Agreement.** Residents must advise guests of this policy so they can make other arrangements prior to their visit. Residents shall not keep or feed stray animals in their apartment/house or on the grounds, for your own safety and that of others. If a pet has been in your home, even temporarily (with or without our consent), Resident may be charged for de-fleaing, deodorizing, and/or shampooing. You agree that even with a signed Pet Agreement if we determine that the pet is destructive to or is littering in any way the unit, the common areas, the building, and/or that the pet is menacing any person or other animal that the pet will be removed from the property. You also will be instructed to remove your pet if the office receives any of the following complaints:

dog not kept on a leash, dog not be kept under control, making excessive noise to be disturbing other residents or neighbors. Unless withdrawn later by written notice permission is hereby granted for NO pet(s) to occupy the unit. A non-refundable fee of \$ N/A must be paid, and a monthly fee of \$ N/A is to be included with your rental amount.

12. **Residents Statutory Duties**. Pursuant to ORC Section 5321.05 and this lease, Resident is obligated to:

- (a) Keep the part of the premises, which they use and occupy, safe and sanitary.
- (b) Dispose of all trash, debris, and waste in a clean, safe, and sanitary manner.
- (c) Keep all plumbing fixtures in the dwelling unit or used elsewhere by resident as clean as there condition permits.
- (d) Use and operate all plumbing and electrical fixtures safely and properly.
- (e) Comply with requirements imposed on residents by applicable state and local housing, health, and safety codes.
- (f) Personally refrain, and forbid any other person who is on the premises from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance, or other part of the premises.
- (g) Conduct and require other persons on the premises to conduct themselves in a manner that will not disturb all neighbors peaceful enjoyment of the premises and which in the reasonable judgment of the landlord is not offensive or inappropriate.
- (h) Maintain in good working order and condition any range, refrigerator, washer, dryer, dishwasher, garbage disposal, or other appliances supplied by landlord and **required to be maintained by resident** under terms and conditions of a written rental agreement. Appliances included with this unit include: N/A.

13. **City Violations** If a City violation for trash is issued to the property the resident will be responsible for clean up and any fines imposed by the city or management for clean up.

14. **Locks** Resident agrees not to change or install any lock and or other entry-restricting device without prior written consent from Management. Should it be necessary to replace a lock, resident shall pay for all materials and labor.

15. **Landlords Right To Enter** The resident will permit the landlord, its agents or employees to enter the premises at all reasonable times and after reasonable notice for inspection, repair, improvement or display to prospective residents. Residents request for repair will be considered proper notice that landlord or agents for landlord will be entering their unit within a reasonable time period to perform the repairs needed. Management shall have the right to enter the dwelling unit without prior notice if Management reasonably believes an emergency condition exists that requires entry.

16. **Lock-Outs** Resident agrees to pay all labor & material rates for Maintenance to respond to "lock-out" calls. This must be paid with your next rental payment.

17. **Repair & Maintenance** The resident will maintain the dwelling unit in good clean condition. Management will make all major repairs, which it deems necessary to comply with its statutory obligations under ORC Section 5321.04 within a reasonable amount of time after resident has given landlord notice of such repairs. Resident agrees to pay for any damage due to negligence or misuse by resident or tenant's guest, upon receiving the invoice. Such repairs include replacing broken windows, unclogging toilets, unclogging bathtubs, bathroom sinks, or kitchen sinks.

18. **Major Catastrophe** If storm, fire, flood or other major catastrophe injures or destroys the premises and if the owner determines it would be impractical to repair or rebuild, this agreement will terminate without liability on the part of the landlord.

19. **Renter's Insurance** Landlord shall not be responsible for damage to or loss of residents personal property placed in the leased premises or storage areas, therefore, it is recommended that the resident obtain renters insurance to cover any such possible damage or loss.

20. **Lead Based Paint Disclosure Statement** As a renter of this property, you are hereby notified that housing build before 1978 may contain lead based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

21. **Termination** A written thirty (30) day notice is mandatory if you plan to vacate the unit. This notice must be in writing and submitted the 1st of the month prior to your expected move-out date. Last months rent must be paid. If resident turns in a thirty (30) day notice prior to the termination date on this lease, you agree to pay, in addition to any other sums owed to us, turnover cost (including but not limited to the cost of painting and cleaning your unit, shampooing the carpet, advertising costs related to the re-renting of the unit), the full monthly installment of rent payable for the last month during any part of which you occupied the unit, and rent for the remainder of the term of this agreement, except for any rent we may recover by re-renting the unit.

Upon termination of this lease, the resident will thoroughly clean the unit, restore it to its original condition except for ordinary wear and tear, damage from smoking is not consider ordinary wear & tear, or pay the landlord the cost of doing so. Upon termination of this agreement, the resident will immediately surrender possession of the unit, remove their property therefrom, and deliver to ManCo Real Estate Management, Inc., all keys to the unit. You must also call DP&L to schedule a final reading. If you pay your own water & trash bill you must also call the water department for a final reading.

22. **Compliance with laws and rules.** Resident agrees to abide by all applicable federal and state laws, and any local ordinances or housing regulations affecting occupancy of your unit. You also agree to abide by the rules and regulations set forth by the Owner/Landlord to govern the conduct of all residents in your building. These rules are intended to assure the peaceful and quiet enjoyment of all residents. A copy of the "Rules and Regulations" is attached hereto.

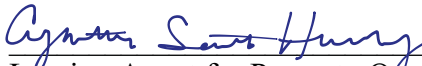
23. **Security Deposit Refund** It is our goal and policy to make prompt refund of resident's security deposit. Refund of security deposit is subject to the following provisions:


1. Full term of the Rental Agreement has expired.
2. A written, dated notice of intent to vacate must be received thirty (30) days prior to the date of vacating the unit. This notice should coincide with the payment of rent on the 1st.
3. No damage to the property, including non-authorized changes to the premises. Property is to be returned to the Owner in the same condition as it was received by the resident, normal wear and tear excepted. Entire unit including range, refrigerator, countertops, sinks, closets, cupboards, windows, floors, and carpets are to be clean. All wall surfaces must be free from holes and soil. All storage areas, garage, basement, patio, etc. must be free of Resident's discards.
4. All rent and other charges (if any) are to be paid in full up to the date of move-out. **This Security Deposit may not be applied as payment of rent.**
5. All keys are to be returned to ManCo Property Services
6. Final reading for any utilities that you are responsible for.
7. Forwarding address must be provided to ManCo (as per ORC, Section 1-5321.16B)
8. Security Deposit will be paid by check and mailed to the Resident at the forwarding address provided within thirty (30) days following the day you turn in the keys to the unit.

24. **Condition of Premises.** By execution of this agreement, the resident acknowledges that he has examined the unit prior to signing this agreement and that the premises are in good and satisfactory state of repair.

25. Documents referred to herein are incorporated as part of this Agreement by reference: "Rules & Regulations," "Security Deposit Agreement," "Rental Application," and "Repair/Maintenance Guidelines."

Resident(s) acknowledges that he or she has read this agreement in its entirety and fully understands the contents herein. In witness where of, the parties have executed this Lease Agreement on the ___ day of 10th OCT., 2014 with the first day of occupancy being 10-10, 2014.


Leasing Agent for Property Owner


Resident


Resident

Prepared by Lawrence A. Lasky, Attorney at Law

RENTERS INSURANCE

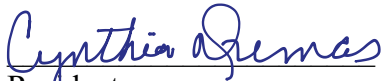
You are being made aware the owner(s) of your rental property **does not** have any insurance to cover your property. When it comes to your clothing, jewelry, furniture, stereo, TV set, and other personal belongings, renting an apartment or house is no different than owning a home. You don't want to face the cost of repairing or replacing them because of fire, theft, wind, and other hazards.

Similarly, your liability exposure isn't that much different from that of a homeowner. You could still face a lawsuit because of some accident for which you might be held legally responsible, whether it happened where you live or elsewhere.

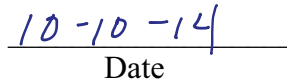
For these reasons you need renters insurance. Yet a survey conducted by Cambridge Reports Inc. for the Insurance Information Institute showed that fewer than three of every ten renters bother to buy it.

We, the property Management Company request you obtain this insurance. If you **do not**, please be aware we are not responsible for your personal losses.

I/We have been advised of the necessity of purchasing renters insurance.



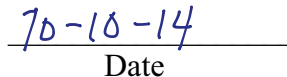
Resident



Date



Resident



Date



1905 Salem Avenue
Dayton, Ohio 45406



Telephone 937-277-9551
Fax 937-277-7347

SMOKE DETECTOR ADDENDUM

This addendum dated NOVEMBER 1ST 2014, will become a part of the original lease between Manco Property Services and Cynthia K. Dumas & Robert L. Dumas for the residence located at 39 East Hudson Avenue Dayton, OH 45405.

1. **Smoke Detector:** You acknowledge that as of this date, the Residence is equipped with one or more smoke detectors; that you have inspected the smoke detector(s); and that You find it/them to be in proper working condition.
2. **Repair:** You agree that it is your duty to regularly test the smoke detector(s) and agree to notify ManCo Property Services immediately in writing of any problem, defect, malfunction or failure of the smoke detector(s). Within (7) days of receipt of such written notification, management shall repair or replace the smoke detector(s), assuming the availability of labor and materials.
3. **Maintenance:** A. You agree to replace the smoke detector(s) battery, if any, at anytime the existing battery becomes unserviceable.
B. If after replacing the battery, the smoke detector will not operate, you must inform management immediately in writing of any deficiencies.
4. **Replacement:** You agree to reimburse management, upon request, for the cost of a new smoke detector and the installation there of in the event the existing smoke detector(s) become damaged by you or your guests or invitees.
5. **Disclaimer:**

YOU ACKNOWLEDGE AND AGREE THAT OWNER OR AGENT IS NOT THE OPERATOR, MANUFACTURE, DISTRIBUTOR, RETAILER OR SUPPLIER OF THE SMOKE DETECTOR(S). YOU ASSUME FULL AND COMPLETE RESPONSIBILITY FOR ALL RISK AND HAZARDS ATTRIBUTABLE TO, CONNECTED WITH OR IN ANY WAY RELATED TO THE OPERATION, MALFUNCTION OR FAILURE OF THE SMOKE DETECTOR(S), REGARDLESS OF WHETHER SUCH MALFUNCTION OR FAILURE IS ATTRIBUTABLE TO CONNECTED WITH, OR IN ANY WAY RELATED TO THE USE, OPERATION, MANUFACTURE, DISTRIBUTION, REPAIR, SERVICING OR INSTALLATION OF SAID SMOKE DETECTOR(S).

NO REPRESENTATION, WARRANTIES, UNDERTAKING OR PROMISES, WHETHER ORAL OR IMPLIED, OR OTHERWISE, HAVE BEEN MADE BY OWNER, ITS AGENTS OR EMPLOYEES TO YOU REGARDING SAID SMOKE DETECTOR(S), OR THE ALLEGED

PERFORMANCE OF THE SAME. OWNER OR AGENT NEITHER MAKES NOR ADOPTS ANY WARRANTY OF ANY NATURE REGARDING SAID SMOKE DETECTOR(S) INCLUDING EXPRESSED OR IMPLIED WARRANTIES. OWNER OR AGENT SHALL NOT BE LIABLE FOR DAMAGES, LOSSES AND/OR INJURIES TO PERSON(S) OR PROPERTY CAUSED BY (1) YOUR FAILURE TO REGULARLY TEST THE SMOKE DETECTOR(S); (2) YOUR FAILURE TO NOTIFY US OF ANY PROBLEM, DEFECT, MALFUNCTION, OR FAILURE OF THE SMOKE DETECTOR(S); (3) THEFT OF THE SMOKE DETECTOR(S) OR ITS SERVICEABLE BATTERY; AND/OR (4) FALSE ALARMS PRODUCED BY THE SMOKE DETECTOR(S).

6. **Entire Agreement:** The parties acknowledge that this written addendum is the entire agreement of the parties relative to the smoke detector(s) in the above referenced residence. Any agreement that in any way varies the term of this Addendum shall be unforceable and completely void unless such agreement is in writing and signed by both parties.
7. **Term:** The term of this Addendum shall be the same as lease renewal or extension of rental agreement.
8. **Acknowledgement:** I acknowledge I have read this addendum and it places a duty upon me to regularly test the smoke detector(s) and report all malfunctions of the same to lessor or agent in writing.

SIGNED this 10th day of OCT, 2014.

Cynthia Dumas
Resident

Rafael Dumas
Resident

Cynthia Dumas
Management



1905 Salem Avenue
Dayton, Ohio 45406



Telephone 937-277-9551
Fax 937-277-7347

RESIDENTIAL LEASE AGREEMENT

In consideration of their mutual promises, **ManCo Property Services** (Landlord) whose address is 1905 Salem Avenue Dayton, Ohio 45406: agent for **ALTO RANCHO PROPERTY MANAGEMENT, LLC.** (Owner), hereby leases to **MELISSA J. DAY, HENRY K. DAY & JEFFREY L. BRINKMAN, JR.** Tenant(s), a dwelling unit located at **41 EAST HUDSON AVENUE**, City of Dayton, County of Montgomery, State of Ohio 45405.

1. **Terms and Renewal.** The term of this lease shall continue for twelve (12) months, commencing on JUNE 1ST, 2014, and subject to the renewal provisions, will terminate on MAY 31ST, 2015. If tenant(s) remains in possession of the leased property after the expiration of the original term of this agreement, such possession shall be as a month to month tenant, starting on the first day of each month and ending on the last day of each month, under the same terms and conditions of this agreement, except that the landlord may increase the amount of rent to be paid upon (30) days prior written notice to tenant. This agreement may be terminated by either party at the end of the term by giving the other party at least thirty (30) day's **WRITTEN NOTICE** prior to the end of the term.

2. **Rent.** The **total rent** (does not include pet fee or garage fee) due under this agreement is FOUR THOUSAND EIGHT HUNDRED dollars (\$4,800.00), payable in twelve equal monthly installments of FOUR HUNDRED dollars (\$400.00), which are due in advance on the first (1st) day of each month, except for the first rental installment, which shall be prorated and paid at the time of the lease signing. Payment is to be made without demand by personal check, cashier's check or money order, payable to ManCo Property Services **NO CASH WILL BE ACCEPTED.** Management is not responsible for lost or otherwise missing payments.

3. **Late Fee.** Monthly rent received at Management's Office after the (1st) day of the month in which it is due will be considered late. **An additional fee of \$50.00 is added on the 2ND day of the month.** Tenant agrees that the postmark, or the day received at Management's Office if hand carried, will be considered the date of payment regardless of the date shown on any check or money order. Owner is under no obligation to accept late or partial rent payments, including payments made late, which do not include late charges. Acceptance of partial payments shall not constitute a waiver of any rights of the Owner at Law or under this Agreement, nor affect any notice or Legal proceeding in a Forcible Entry and Detainer Action therefore given or commenced provided there is ANY remaining balance due on the account at the time the payment is accepted. **LATE CHARGES WILL CONTINUE TO ACCUMULATE ON ANY REMAINING BALANCE.**

4. **Returned Check Charges.** If a check given by the tenant for rent, or any other payment, is returned dishonored by the drawee there will be a fee of **\$25.00** due and the landlord will not accept checks for any future payments. **In addition to this fee a late fee is also charged.**

5. **Eviction** If payment is not received at Management's office by the 5th an eviction will be filed. Residents will receive a 3-Day Notice to Vacate the Premises; you will have 3 days to pay the rent and late charge before we file a Complaint in the Municipal Court. Once we have filed an eviction you will have to pay the reinstatement fee to cover our court filing expenses, if we accept your rent and allow you to stay. The landlord reserves the right to reject late rent.

6. **Security Deposit** Tenant has paid \$400.00 as a Security Deposit, to be maintained by Owner, to secure the performance of this agreement. If such deposit exceeds one month's rent the owner shall

annually pay (5%) on such excess amount only. If the tenant fails to perform the terms of this agreement the landlord will apply the amount of security deposit against any money due and tenant shall be additionally liable to landlord for payment of all damages resulting from tenants failure to perform the terms of this agreement to the extent that such damages exceed the security deposited. The security deposit is due and payable in full prior to the Tenant(s) taking occupancy of the unit. Security deposits are not collected under the assumption that they can be used as a payment of rent.

7. **Utilities.** We will instruct the utility companies to disconnect service on your move-in date for any service that you are to have put into your name. Utility metering varies from building to building; where there are separate tenant meters you are clearly responsible for payment of those utilities. To clarify the utility arrangements for this particular rental unit the following chart will indicate who pays for which utilities (Resident ="R") and (Owner ="O").

R HEAT	R GAS	R ELECTRIC	R TRASH	R COLD WATER
R HOT WATER	R CABLE TV	R PHONE		

Some utilities that are your responsibility may be in OUR name and "ON" at the time you move in, but they will be ordered shut off on the date of your move in. You will receive a bill from us for any portion of our FINAL BILL that applies to your usage, which is from the starting date of this Agreement. **YOU ARE REQUIRED TO BRING TO MANCO A COPY OF YOUR GAS, ELECTRIC AND WATER BILL AS PROOF THAT UTILITIES ARE IN YOUR NAME.**

8. **Heat Paid Units.** In units where Owner provides heat, 70-degree temperature will be provided between the dates of September 15th and May 15th. Tenant at tenant's expense must provide additional heat. **The tenant will pay a service call charge if a service request is made for a no heat call and the temperature of the unit is found to be 70 degrees or more. The landlord may increase the rent during the term of the lease to reflect any increase in utilities directly related to the property over which the owner and landlord have no direct control.**

9. **Occupancy.** You agree to occupy and use the unit in a safe and proper manner, as a place of residence only. Occupancy is limited to **3** Adult(s) and 0 Child(ren). Resident agrees that no person other than those listed on the rental application shall occupy the premises. Any occupancy other than what is expressly stated on the application is a violation of this rental agreement and grounds for Eviction action. You agree not to carry on any business or occupation in your unit (re: childcare, etc.) or to use or permit the use of your unit for any unlawful purpose. **Basements and/or attics are not living areas.**

10. **Sublet & Assign** The tenant may not assign the lease or sublet the premises without prior written consent of the landlord, which may be withheld with no explanation required.

11. **Pets** Except as provided in this section, tenant agrees that no animal(s) or pet(s) shall be kept in the dwelling unit for any period of time nor in any common areas of the building or anywhere else on the grounds on which the dwelling unit is located, **without written consent of Management, and a signed Pet Agreement.** Residents must advise guests of this policy so they can make other arrangements prior to their visit. Residents shall not keep or feed stray animals in their apartment/house or on the grounds, for your own safety and that of others. If a pet has been in your home, even temporarily (with or without our consent), Resident may be charged for de-fleaing, deodorizing, and/or shampooing. You agree that even with a signed Pet Agreement if we determine that the pet is destructive to or is littering in any way the unit, the common areas, the building, and/or that the pet is menacing any person or other animal that the pet will be removed from the property. You also will be instructed to remove your pet if the office receives any of the following complaints: dog not kept on a leash, dog not be kept under control, making excessive noise to be disturbing other residents or neighbors. Unless withdrawn later by written notice permission is hereby granted for

2 pet(s) to occupy the unit. A non-refundable fee of \$300.00 must be paid, and a monthly fee of \$40.00 is to be included with your rental amount.

12. **Tenants Statutory Duties.** Pursuant to ORC Section 5321.05 and this lease, Tenant is obligated to:

- (a) Keep the part of the premises, which they use and occupy, safe and sanitary.
- (b) Dispose of all trash, debris, and waste in a clean, safe, and sanitary manner.
- (c) Keep all plumbing fixtures in the dwelling unit or used elsewhere by tenant as clean as there condition permits.
- (d) Use and operate all plumbing and electrical fixtures safely and properly.
- (e) Comply with requirements imposed on tenants by applicable state and local housing, health, and safety codes.
- (f) Personally refrain, and forbid any other person who is on the premises from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance, or other part of the premises.
- (g) Conduct and require other persons on the premises to conduct themselves in a manner that will not disturb all neighbors peaceful enjoyment of the premises and which in the reasonable judgment of the landlord is not offensive or inappropriate.
- (h) Maintain in good working order and condition any range, refrigerator, washer, dryer, dishwasher, garbage disposal, or other appliances supplied by landlord and **required to be maintained by tenant** under terms and conditions of a written rental agreement. Appliances included with this unit include: NONE

13. **City Violations** If a City violation for trash is issued to the property the resident will be responsible for clean up and any fines imposed by the city or management for clean up.

14. **Locks** Tenant agrees not to change or install any lock and or other entry-restricting device without prior written consent from Management. Should it be necessary to replace a lock, tenant shall pay for all materials and labor.

15. **Landlords Right To Enter** The tenant will permit the landlord, its agents or employees to enter the premises at all reasonable times and after reasonable notice for inspection, repair, improvement or display to prospective tenants. Tenants request for repair will be considered proper notice that landlord or agents for landlord will be entering their unit within a reasonable time period to perform the repairs needed. Management shall have the right to enter the dwelling unit without prior notice if Management reasonably believes an emergency condition exists that requires entry.

16. **Lock-Outs** Tenant agrees to pay all labor & material rates for Maintenance to respond to "lock-out" calls. This must be paid with your next rental payment.

17. **Repair & Maintenance** The tenant will maintain the dwelling unit in good clean condition. Management will make all major repairs, which it deems necessary to comply with its statutory obligations under ORC Section 5321.04 within a reasonable amount of time after tenant has given landlord notice of such repairs. Tenant agrees to pay for any damage due to negligence or misuse by tenant or tenant's guest, upon receiving the invoice. Such repairs include replacing broken windows, unclogging toilets, unclogging bathtubs, bathroom sinks, or kitchen sinks.

18. **Major Catastrophe** If storm, fire, flood or other major catastrophe injures or destroys the premises and if the owner determines it would be impractical to repair or rebuild, this agreement will terminate without liability on the part of the landlord.

19. **Renter's Insurance** Landlord shall not be responsible for damage to or loss of tenants personal property placed in the leased premises or storage areas, therefore, it is recommended that the tenant obtain renters insurance to cover any such possible damage or loss.

25. Documents referred to herein are incorporated as part of this Agreement by reference: "Rules & Regulations," "Security Deposit Agreement," "Rental Application," and "Repair/Maintenance Guidelines."

Tenant(s) acknowledges that he or she has read this agreement in its entirety and fully understands the contents herein. In witness whereof, the parties have executed this Lease Agreement on the 7th day of APRIL 2014 with the first day of occupancy being APRIL 1st, 2014

Jackie Whiffles
Leasing Agent for Property Owner

Jeffrey Brunk
Tenant

Melissa Day
Tenant

Henry Day

Prepared by Lawrence A. Lasky, Attorney at Law

NOTICE TO ALL APPLICANT & TENANTS

REGARDING REASONABLE ACCOMMODATIONS AND/OR REASONABLE MODIFICATIONS FOR DISABLED TENANTS

We welcome all people into our properties and do not discriminate on the basis of race, sex, disability, national origin, color, familial status, or religion. The federal and state Fair Housing Acts prohibit such discrimination and also requires landlords/housing providers to reasonably accommodate all disabled tenants.

As your landlord, we will permit all reasonable accommodations in rules, policies, practices or services as well as all reasonable requests to modify the premises to allow disabled tenants to fully use and enjoy their unit, including public and common use areas.

If you have a disability and need a reasonable accommodation (such as a service/companion animal or an exception to the late rent policy to coincide with when you receive disability income), or a reasonable modification to your unit (such as a ramp to get in and out of your door, doorway widen widened, light fixtures or outlets moved, or handrails installed in the shower), please contact management. Such request may be made verbally or in writing. You may be requested to provide an explanation of why you need the accommodation or modification. In some cases, for example if your disability is not noticeable, we may request medical documentation, such as a letter from your medical provider, which will be kept confidential. Also, all requests for accommodation or modification will only be shared with our staff or agents as necessary to act on the request.

Where a disabled tenant requests a requests a reasonable modification to an existing unit necessary for the tenant to fully enjoy his or her unit, depending on the modification requested, the tenant may be responsible for the cost of the modification pursuant to applicable federal and Ohio Law.

We may also condition a modification made at the disabled tenant's expense on the disabled tenant doing one or more of the following:

(1) providing a reasonable description of the proposed modification and reasonable assurance that the proposed modification will be made in a work-man like manner and that any required building permits will be obtained prior to the commencement of the proposed modification;

(2) agreeing to restore at the end of the tenancy the interior of the premises to the condition they were in prior to the proposed modification, but subject to reasonable wear and tear during the period of occupancy, if it is reasonable to do so; and

(3) paying into an interest-bearing escrow account that is in the landlord's name, over a reasonable period of time, a reasonable amount of money not to exceed the projected costs of the restoration, at the end of the tenancy of the unit as described above with the interest accrued being returned to the disabled tenant who made the payments into the escrow account. Payment into an interest bearing escrow account is limited to reasonable modifications the removal of which are determined to cost One Thousand Dollars (1,000.00) or more.

Notwithstanding the above paragraph, a tenant shall not be required to remove or restore to original condition: the widening of a doorway; the moving of environmental controls, light fixtures, electrical switches of outlets; or lowered door swing latches, and similar minor modifications.

Management will verbally respond to your request within 2 business days and will give you a written response within 7 business days. If your request for reasonable accommodation or reasonable modification is denied by us, our written response will explain the reason for our denial. If requested, management can also give you a list of agencies which may be able to answer any questions you may have about your requested accommodation or modification and rights to fair housing and equal housing opportunity.

All tenants will be provided with a copy of this policy. No tenant will be retaliated against (examples of retaliation include: threatened with eviction, charged additional fees, or denied services) for requesting an accommodation or modification, or assisting another tenant in requesting an accommodation or modification.



1905 Salem Avenue
Dayton, Ohio 45406



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Fax 937-277-7347

PET AGREEMENT

IN THE EVENT OF A VIOLATION OF ANY OF THE FOLLOWING TERMS AND CONDITIONS, THE OWNER/MANAGER SHALL HAVE THE RIGHT TO IMMEDIATELY CANCEL THIS AGREEMENT AND REQUIRE THE PET OWNER/RESIDENT TO IMMEDIATELY REMOVE THE PET FROM THE PREMISES. CANCELLATION OF THIS AGREEMENT WILL NOT IMPLY A WAIVER OF THE RESIDENT'S RESPONSIBILITY FOR ANY DAMAGES CAUSED BY THE PET.

Owner/Landlord agrees to waive the pet restrictions of the rental agreement provided that the Resident/Pet Owner agrees to and meets the following terms and conditions:

1. Only the pet/pets listed and described below are authorized under this pet agreement. The Owner/Management must approve Additional or other pets.
2. Pet/Pets will not cause danger, damage, nuisance, noise, health hazard or soil the unit, premises, grounds, common areas, walks, parking areas, or landscaping. Resident agrees to clean up after the pet and agrees to accept full responsibility for any damage, injury, or actions arising from or caused by his/her pet/pets.
3. Resident agrees to register the pet/pets in accordance with local laws and requirements. Resident agrees to immunize the pet/pets in accordance with local laws and requirements.
4. Resident warrants that pet/pets are **HOUSEBROKEN**. Resident warrants that the pet/pets has no history of causing physical harm to persons or property, such as biting, scratching, chewing, etc. and further warrants that the pet/pets has no vicious history or tendencies.
5. Resident agrees to the following regulations:

DOGS	Must be controlled at all times. Must be kept on a short leash while in common areas or on the grounds. Barking will not be tolerated in that it is considered to be a nuisance to other residents. Dog deposits must be picked up daily by the Pet Owner.	
CATS	Proper disposal of cat litter (secured bagged) will be done on a weekly basis. Odors arising from cat litter will not be tolerated.	
BIRDS	Birds will be property caged. Seeds and droppings will be shielded or caught to prevent accumulation and/or damage to the carpet/floor.	
FISH	Aquariums will not leak and will be cleaned regularly to prevent foul water and/or odors.	
PET	KIND: DOG TYPE: SHEPARD MIX	NAME: <u>HARMONY</u>
	KIND: DOG TYPE: MIX <u>25 LBS</u>	NAME: <u>FAITH</u>

RESIDENT AGREES TO PAY A NON-REFUNDABLE PET FEE OF \$300.00, AND A MONTHLY PET FEE OF \$40.00, PAYABLE WITH YOUR MONTHLY RENT.

Resident/Pet Owner Date

Sheelhi Whitefield
Leasing Agent for ManCo Property Services

INITIAL lines A & B and CHECK BOX in A & B
SIGN & DATE on Lessor Line at bottom of form

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

- ☒ (a) Presence of lead-based paint or lead-based paint hazards (check one below):
- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- ____ (b) Records and reports available to the lessor (check one below):
- ☐ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- ☐ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

- ____ (c) Lessee has received copies of all information listed above.
- ____ (d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

- ☒ (e) Agent has informed the lessor of the lessor'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 provided by the signatory is true and accurate.

<u>[Signature]</u>	<u>2-24-12</u>	<u>[Signature]</u>	<u>4/7/14</u>
Lessor	Date	Lessor	Date
<u>[Signature]</u>	<u>4/5/14</u>	<u>[Signature]</u>	<u>4/5/14</u>
Lessee	Date	Lessee	Date
<u>[Signature]</u>	<u>2-20-12</u>	<u>[Signature]</u>	<u>2-20-12</u>
Agent	Date	Agent	Date
		<u>[Signature]</u>	<u>4-7-14</u>



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 25, 2015

1. **PROPERTY DESCRIPTION:** The undersigned Purchaser agrees to purchase from the undersigned owner (seller) through *Ohio Real Estate Auctions, LLC*, (Broker), the following described real estate in Montgomery County, OH and known as:
39-41 E. Hudson Street, Dayton, Ohio 45405; Montgomery County PID: R72 06107 0007
2. **PRICE AND TERMS:** Purchaser agrees to pay the amount of the high bid \$_____ plus the buyer premium of \$_____ for a **Total Contract Price of \$_____** for the Real Estate as follows: A non-refundable (except in the case of a non-marketable title) down payment of \$_____ (**10% of Total Purchase Price**) to apply toward the Purchase Price and to be deposited by Broker, upon acceptance of this offer, in a non-interest bearing trust account pending closing. In the event this Contract to Purchase does not close for any reason other than as agreed, Purchaser agrees that the down payment shall be disbursed by Broker 5 days from closing date unless Broker is previously notified in writing by purchaser that litigation has been filed with a court of competent jurisdiction. A copy of the filing must be attached. * **See Irrevocable Letter of Instruction Re: Down Payment.**
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 15, 2015**. The closing date shall be automatically extended up to 30 days if Auctioneer deems necessary.
4. Buyers will close through: **M&M Title Co; 7925 Paragon Road, Dayton, Oh. 45459; (937)434-7366; Tyna Brown; tbrown@mmtitle.com.**
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 **\$200** per day after original closing date.
6. **OBTAINING FINANCING:** This purchase is not contingent upon the Purchaser obtaining financing. There are no buyer contingencies.
7. **BINDING OBLIGATION:** Purchaser is **buying the property As-Is, Where-Is and without Recourse**. If Purchaser fails to close for any reason whatsoever, except a nonmarketable title, Purchaser voluntarily agrees to forfeit entire down payment and may be held liable by Seller for any deficiency, plus court costs and reasonable legal fees, resulting from subsequent resale of the property. Time is of the essence and this is an irrevocable offer to purchase, with no contingencies. In the event Purchaser fails to perform according to the terms of this contract, the down payment shall be forfeited as partial liquidated damages, and not as a penalty, without affecting any of Seller's further remedies. Either party may demand specific performance of this agreement.
8. **OWNER'S CERTIFICATION:** Seller(s) certifies to Purchaser that, to the best of Sellers's knowledge: (a) there are no undisclosed latent defects; (b) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the Real Estate may be assessed, except _____; (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):

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, ☐ _____ @ _____ ☐ 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 _____.
17. **\$ _____ (10% of Total Purchase Price)** must be deposited at the time of Auction Registration as down payment by Cash or Cashier's 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 M & M Title Company 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 Short Proration Method. In this formula, Buyer will assume accrued taxes for a 6 month period of time in which the Seller owned the property.
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 guarantees to 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.
24. Real Estate is sold through Ohio Real Estate Auctions, LLC.
25. **OTHER:** _____

26. **EXPIRATION AND APPROVAL:** Accepted

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, pending Court Confirmation, 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: _____

SELLER: _____

FULL ADDRESS: _____

PHONE NUMBERS: _____

WITNESS: _____

30. **RECEIPT:** DATE: June 25, 2015 Ohio Real Estate Auctions, LLC hereby acknowledge receipt of \$ _____ ☐ cash ☐

cashier's check# _____ ☐ personal check # _____ ☐ other _____ made payable

to **M & M Title Company** as down payment in accordance with terms herein provided.

_____ \$ _____ X _____ % _____

CO-OP BROKER FIRM

CO-OP AGENT / BROKER

PHONE _____





Irrevocable Letter of Instruction Re: Down Payment

I have purchased the real estate located at 39-41 E. Hudson Ave., Dayton, Ohio 45405 under the terms and conditions of the attached Contract to Purchase at Public Auction dated: 25 June 2015.

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 M & M Title Company. who will hold the money until closing.

I understand that the funds I have provided to Ohio Real Estate Auctions/M & M Title Company. are to be used as part of the purchase price. However, in the event I do not close on this property, I irrevocably instruct M & M Title Company. 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 M & M Title Company. to follow the instructions from the Broker as to the distribution of my down payment.

Further, I agree to hold M & M Title Company. & 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 25 June 2015, 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: _____



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: _____

Buyer(s): _____

Seller(s): _____

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) _____ and real estate brokerage _____ will

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

CONSENT

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

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

DUAL AGENCY

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

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

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

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

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

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

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

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

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

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

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



CONSUMER GUIDE TO AGENCY RELATIONSHIPS



Ohio Real Estate Auctions LLC

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

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

Representing Sellers

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

Representing Buyers

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

Dual Agency

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

Representing Both the Buyer & Seller

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

Working With Ohio Real Estate Auctions LLC

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

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

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

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

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

Working With Other Brokerages

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

Fair Housing Statement

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

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

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

Name (Please Print)

Name (Please Print)

Signature Date

Signature Date

