

Real Estate Auction



5910 Reform Rd, Newark, OH 43055

This property will be offered at Auction on January 17, 2013 at 4:00 p.m.. The farm will be offered in five (5) parcels. Buyers can bid on any one parcel, any combination of parcels or as a whole. Mineral Rights will be sold separately. There is a spacious remodeled home with free gas and an in-ground heated pool. Farm offers fenced pasture, 30x48 pole building, barn, hay fields and a pond.



Bedrooms: 4
Bathrooms: 3
Style: 1 1/2 Story
Taxes: \$2993.32



Mike Kennedy

Cell: 740-403-4123

MIKE.KENNEDY@realliving.com

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All information deemed reliable but not guaranteed.



Real Estate Auction
Jan. 17, 2013 at 4:00 pm
5910 Reform Rd., Newark, OH 43055
Open House dates: Sun., Jan. 6, 2-4 pm and Tue. Jan. 8, 5-7 pm. Auction day 2 pm
Approximately 12 miles east of Newark.

Description: Over 70 acres to be offered in 5 parcels, then any combination of parcels, and as a whole. Mineral rights will be offered separately and then together. Road frontage on both Reform and Mary Ann Furnace Roads. This property offers a spacious remodeled country home with free gas, open kitchen and dining room, large open family room, master suite, inground heated pool, fenced pasture, 30x48 pole building, bank barn, hayfields, woods, and pond. 25 +/- tillable acres. This peaceful rural setting in eastern Licking County offers many possibilities. Unlimited potential! Great for Hunting, livestock farm, or just your own peaceful place to call home in eastern Licking County.

Terms: 10% nonrefundable deposit down the day of auction with the balance of funds due at closing within 45 days. Seller will furnish a guaranteed certificate of title at closing. A 10% buyer's premium will be added to the last bid to establish the final contact price. Any required inspections must be completed prior to bidding. No contingencies. All information gathered from sources believed to be accurate but is not guaranteed. Buyers shall rely entirely on their own judgment, assumptions, and confirm any information on which any bid is based. Acreage and frontage amounts are approximate and subject to final survey and approval. Property will be offered in parcels, any combinations, and a whole. Announcements made day of sale will take precedence over printed material. Real Estate Brokerage Services provided by Real Living HER.

Legal: Parcel #06531470600000, located in Licking County, Perry Township and Licking Valley Schools. Taxes \$2,993 per year.

PARCEL 1: 15 acres w/totally remodeled home, gas well w/ free gas to home, inground heated swimming pool, bank barn, and hayfield.

PARCEL 1A: 15 acres of gas and oil rights under the surface of Parcel 1.

PARCEL 2: 24 acres w/ hayfield, woods, and road frontage.

PARCEL 2A: 24 acres of gas and oil rights under the surface of Parcel 2.

PARCEL 3: 22 acres w/ 38x40 pole barn, pond, hayfield and woods, w/ road access.

PARCEL 3A: 22 acres of gas and oil rights under the surface of Parcel 3.

PARCEL 4: 4.3 acre building lot, currently hayfield, w/ road frontage.

PARCEL 4A: 4.3 acres of gas and oil rights under the surface of Parcel 4.

PARCEL 5: 5 acre building lot w/ road frontage, currently pasture.

PARCEL 5A: 5 acres of gas and oil rights under the surface of Parcel 5

Contact:
Auctioneers/Realtors
Mike Kennedy & Gary Babcock
Phone: 740-403-4123

Auction Coordinator
Nick Pinotti 614-273-7778
In Cooperation with Journey Home Real Estate
Visit: www.auctionzip.com Auctioneer ID# 10820
Website: Auction-Marketers.com

A2A-Agent to Agent Remarks

Land/Farm

Status: **Active**
MLS#: 212036938LP: \$0 Original LP: 0
Photos: 23 VT:
Listing Agreement Type: Exclusive Right to Sell (ERS)Parcel #: 06531470600000
Previous Use:
Tax Dist: 065Acreage: 70.480
Min Acreage:
Min SqFt Avail:

Tillable Acres

Dwellings:
Year Built: 1890
Bldg SqFt:Y Trfc Cnt:
Zoning: Ag.Lot Size (Fr/Dpth):
Max Acreage:
Max Cntg SF Av:
Road Frontage:
Useable:# of Bldgs:
Before 1978: y
Possession:

Year Remod:

General InformationAddress: [5910 Reform Rd](#)

Unit/Suite #:

City: Newark

Zip: 43055

Between Strt: Licking Valley & to Reform Rd.

County:

Subdivision:

[Licking](#)

Corp Limit: None

Township: Perry

Complex Name:

Multi Parc:

School District: LICKING VALL

Distance to Nearest Intersection:

Financials

Gross Income:

Tax Incentive:

NOI:

Taxes (yrl): \$ 2,993

Tax Yr: 2011

Assessment:

For Sale: Yes

Price per Acre:

Mortgage Balance:

For Lease: No

Lease Price:

Terms Desired:

For Exchange: No

Addl Acc Cond : AuctResrv

[Additional Financials/Expenses](#)**Features**Construction: **FRAME**Services AV: **ELECTRIC, GAS, SANITARY SEW, WATER, WELL**

Primary Photo Source: Realtor Provided(Time limited)

Property Description

This property will be offered at Auction on January 17, 2013 at 4:00 p.m. The farm will be offered in five (5) parcels. Buyers can bid on any one parcel, any combination of parcels or as a whole. Mineral Rights will be sold separately. There is a spacious remodeled home with free gas and an in-ground heated pool. Farm offers fenced pasture, 30x48 pole building, barn, hay fields and a pond.

A2A-Agent to Agent RemarksFor Basic Terms, please visit www.auctionzip.com. Auctioneer ID# 10820. Please call for details and Bidder Packet**Listing Info**

Property Type: FARM LIVESTOCK

Auction: Y

Date: 01/17/2013

Deposit Req: \$ 2,500

Cond:

SUB AGCY:N

pre-2012

BUYBROK/TENREPY

2.00% pre-2012

VRC: N

Internet: Y

List Office: 10106

HER Real Living

LD: 11/06/2012

XD: 03/30/2013

List Agent: 2003017623

Mike Kennedy

740-928-0008

Ofc Fax: 740-928-0009

Agent EMAIL: Mike.Kennedy@RealLiving.com

740-403-4123

Agent Other Phone:

Additional Contact Info:

Pref Agt Fax:

Showing Phone #: 1-877-474-0006

Sold Info

Contract Date:

Sold Date:

Imprn:

DOM: 25

SP:

Sell Office:

Fin:

Sell Agent:

SirCns:

SirAst:

Friday, November 30, 2012 2:11 PM

Information deemed reliable but not guaranteed

Prepared by: Michael Kennedy

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LOT 3
22+Ac.

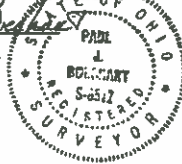
LOT 5
5.0 Ac.

LOT
15⁺Ac

LOT 4
4.3 Ac

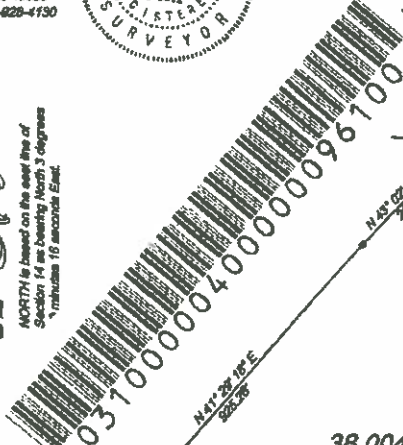
I hereby certify that this plat represents a true and correct survey and all measurements were made in accordance with Chapter 3733-37 of the Ohio Administrative Code.

Paul J. Boserup, P.L.S.
Registration No. S-9512
94 Canyon Villa Drive
Hebron, Ohio 43025
Phone: 740-628-4130



State of Ohio
Licking County
Perry Township
Quarter 2
Township 3 North
Range 10 West
U.S. Military Lands
Part of Sections 7, 8 & 14

NORTH is based on the east line of
Section 14 as bearing North 3 degrees
4 minutes 10 seconds East.



Robert D. Mc
O.R. 885 Pg. 282
200400150033416

38.004 ACRES

Approved - No Plat Required
No. 2016-167 Date 5/17/16
Co. Board of Health/Water Sewer Rep.
James E. Hume
LC PC
Co-Engineer
LICKING CO.
PLANNING COMMISSION

70.480 ACRES

Lewis Hoops &
Wilhelmina Peeling
O.R. 510 Pg. 051

SUBJECT PROPERTY

Curve Data
Delta = 19° 45' 45"
Radius = 700.50'
Arc = 244.38'
Chord = 243.17'
Btg = N 2° 49' 36" W

605.21+/- ft. Frontage
REFORM RD. NE

Dorothy L. Alaride
100612280049954

Philip Rower
O.R. 689 Pg. 387

John & Nancy
Thompson
O.R. 189 Pg. 279

John & Davis
Boyd
O.R. 201-355

5.229 ACRES
Willa D. McArthur
D.V. 473 Pg. 503
D.V. 586 Pg. 311
O.R. 882 Pg. 882

582.91+/- ft. Frontage
MARY ANN FURNACE RD.

MARY ANN FURNACE ROAD - Township Road 969
Mary Dixon &
Tyrone Cramer
O.R. 289 Pg. 148

James McArthur
D.V. 527 Pg. 383
D.V. 528 Pg. 110
O.R. 398 Pg. 8

- = Existing Iron Pin Found
- = Existing Stone Corner
- △ = RR Spike Set
- = Unmarked Corner
- = 5/8"x30" Iron Pin with Plastic ID Cap stamped "Boserup S-9512" set





Scott K. Ryan
Licking County Treasurer

20 S. 2nd Street • P.O. Box 830 • Newark, OH 43058-0830 • 740.670.5010
312 Township Road • Pataskala, OH 43062 • 740.964.6870

2011 2nd Half - Due by 07/18/2012

Tax Bill Data As Of 06/01/2012



LAVENDER WILLIAM L JR & ROBIN
5910 REFORM RD
NEWARK OH 43055-9181

22 360



3 Parcel #

065-314706-00.000

4 Property Address

5910 REFORM RD NE NEWARK OH 43055

Owner Name

LAVENDER WILLIAM L JR & ROBIN

Legal Description

70.48 AC SEC 7-8-14 PTS - Agricultural

Tax District

065 PERRY T-LICKING VALLEY LSD

TAX BILL CALCULATION

9 Gross Full Year Tax	7466.64
CAUV Reduction (Credit)	-2401.96
Tax Reduction (Credit)	-1009.38
10% Rollback (Credit)	-405.52
2.5% Rollback (Credit)	-76.56
Annual Net Tax	3573.22
Muskingum Watershed	12.00
Payments	-2088.56

BALANCE DUE: 1,496.66

5 Gross Tax Rate 52.79	6 Effective Tax Rate 42.268992	7 Owner Occupied Yes	8 Homestead Reduction No
ANNUAL TAX DISTRIBUTION		PROPERTY VALUE	
10		11 Market Value	
School	61.39% 2,193.69	Land:	223,200
Vocational School	6.01% 214.72	Improvement:	231,300
Township	5.68% 202.88	Total:	454,500
Fire	5.59% 199.73	12 Taxable Value	
County	5.2% 185.98	Land:	78,120
Develop Disability	4.48% 160.20	Improvement:	80,960
Senior Citizens	2.84% 101.44	Total:	159,080
Library	2.37% 84.54	13 TREASURER'S MESSAGE	
Mental Health	2.36% 84.40	Please pay (or postmark) by	
Children Services	2.18% 78.02	July 18, 2012 to avoid a late	
Roads	1.89% 67.63	penalty.	
Total 100% 3,573.22		Short explanations and contact phone numbers for each numbered box are available on the back of this bill.	

Return this stub with check made payable to:

Your cancelled check or check image is a valid receipt. If you need a stamped receipt, please return entire bill with a self addressed stamped envelope.



Scott K. Ryan
Licking County Treasurer

P.O. Box 830
Newark, Ohio 43058-0830

2011 2nd Half - Due by 07/18/2012

Name: _____
Check ☐
Cash ☐
Change: _____

Parcel # 065-314706-00.000

Owner LAVENDER WILLIAM L JR &
ROBIN

Address 5910 REFORM RD NE NEWARK
OH 43055

BALANCE DUE: 1,496.66



06531470600000

0000000000

0000149666

6



Parcel #: 065-314706-00.000
Rt #:065-004.00-028.000

1 of 1
ON

Public information data is furnished by this office, and must be accepted and used by the recipient with the understanding that this office makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this data. Furthermore, this office assumes no liability whatsoever associated with the use or misuse of such data.

2006- Pool

- Saltwater generator
- New tarp-2,000.00
- New heater-400,000 BTU

2007- Outside house

- New Roof
- New Windows
- New Siding
- Gutters
- New Doors
- Widened cement area around pool
- Underground electric
- Widened driveway and extended around green building
- Leveled inside of green building
- Put in new gas line from oil well to house. Put 4 feet underground
- Waterline to barn and pasture with spickets
- New posts and electric fence around pasture-New gates.
- New underground drain pipe from spring to creek at pasture
- Put drain pipe at end of driveway
- Cleared and reseeded hay field-8 acres planted for hay

2007-Inside house

- 2 new furnaces

- 2 air conditioners
- New hot water heater
- Added bedroom upstairs
- Added bathroom upstairs
- Extended 1 bedroom upstairs-Double size
- Turned small garage into office and gun room
- Raised ceiling in living room
- Both downstairs bathrooms have been remodeled
- New electrical wiring upstairs
- New insulation (there was none)
- Redid most ceilings

2009

- New iron filter: 4/29/09
- Granite counters

2010

- New floors
- New panel for salt generator
- New pump for pool

Oil well

- About 120 barrels a year if pumped regularly. Gas pressure-20-25 pounds.



STATE OF OHIO
DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

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

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

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

OWNER INSTRUCTIONS

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

Owner's Initials *BS* Date *10-6-2012*
Owner's Initials *L.L.* Date *11-6-2012*

Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____



STATE OF OHIO DEPARTMENT
OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301.5-6-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address: 5910 REFORM RD NEWARK OHIO 43055

WILLIAM & ROBIN LAVERGNE

Owners Name(s):

Date: Nov, 6, 2012

Owner ☒ is ☐ is not occupying the property. If owner is occupying the property, since what date: 6-1-2006
If owner is not occupying the property, since what date:

THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):

- | | | |
|--|---------------------------------------|----------------------------------|
| <input type="checkbox"/> Public Water Service | <input type="checkbox"/> Holding Tank | <input type="checkbox"/> Unknown |
| <input type="checkbox"/> Private Water Service | <input type="checkbox"/> Cistern | <input type="checkbox"/> Other |
| <input checked="" type="checkbox"/> Private Well | <input type="checkbox"/> Spring | |
| <input type="checkbox"/> Shared Well | <input type="checkbox"/> Pond | |

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? ☐ Yes
No ☒ If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) ☒ Yes ☐ No

B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

- | | | |
|---|--|---|
| <input type="checkbox"/> Public Sewer | <input type="checkbox"/> Private Sewer | <input type="checkbox"/> Septic Tank |
| <input checked="" type="checkbox"/> Leach Field | <input type="checkbox"/> Aeration Tank | <input type="checkbox"/> Filtration Bed |
| <input type="checkbox"/> Unknown | <input type="checkbox"/> Other | |

If not a public or private sewer, date of last inspection: MAY 2006 Inspected By: P

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property?
Yes ☐ No ☒ If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? ☐ Yes ☒ No
If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? ☒ Yes ☐ No

If "Yes", please describe and indicate any repairs completed: CURT IN CRAWL SPACE

Owner's Initials ML Date 10-7-2012
Owner's Initials RL Date 11-6-2012

Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____

Property Address 5910 Reform Rd

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? ☐ Yes ☒ No
If "Yes", please describe and indicate any repairs completed: _____

Have you ever had the property inspected for mold by a qualified inspector? ☐ Yes ☒ No

If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: _____

Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of any previous or current movement, shifting, deterioration, material cracks settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement crawl space, floors, or interior exterior walls?

☐ Yes ☒ No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): _____

Do you know of any previous or current fire or smoke damage to the property? ☐ Yes ☒ No

If "Yes", please describe and indicate any repairs completed: _____

F) WOOD DESTROYING INSECTS/TERMITES: Do you know of any previous/current presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites? ☐ Yes ☒ No
If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): _____

G) MECHANICAL SYSTEMS: Do you know of any previous or current problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

	YES	NO	N/A		YES	NO	N/A
1) Electrical	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Central heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6) Fireplace chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years): _____

H) PRESENCE OF HAZARDOUS MATERIALS: Do you know of the previous or current presence of any of the below identified hazardous materials on the property?

	Yes	No	Unknown
1) Lead-Based Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. If "Yes", indicate level of gas if known	_____	_____	_____

5) Other toxic or hazardous substances

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: _____

Owner's Initials RL Date 11-6-2012
Owner's Initials RL Date 11-6-2012

Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____

Property Address 5910 Reform Rd

I) UNDERGROUND STORAGE TANKS/WELLS: Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property? ☐ Yes ☒ No
If "Yes", please describe: _____

Do you know of any oil, gas, or other mineral right leases on the property? ☐ Yes ☒ No

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.

J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:

Is the property located in a designated flood plain?

Yes
☐

No
☒

Unknown
☐

Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?

K) DRAINAGE/EROSION: Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property? ☐ Yes ☒ No

If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): _____

L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOMEOWNERS' ASSOCIATION: Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? ☐ Yes ☒ No
If "Yes", please describe: _____

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property). ☐ Yes ☒ No
If "Yes", please describe: _____

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property? ☐ Yes ☒ No
If "Yes", please describe: _____

List any assessments paid in full (date amount)

List any current assessments: monthly fee _____ Length of payment (years _____ months _____)

Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc. ☐ Yes ☒ No

If "Yes", please describe (amount) _____

M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS: Do you know of any of the following conditions affecting the property?

1) Boundary Agreement

Yes
☐

No
☒

4) Shared Driveway

Yes
☐

No
☒

2) Boundary Dispute

☒

5) Party Walls

☐

☒

3) Recent Boundary Change

☒

6) Encroachments From or on Adjacent Property

☐

☒

If the answer to any of the above questions is "Yes", please describe: _____

N) OTHER KNOWN MATERIAL DEFECTS: The following are other known material defects in or on the property:

For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

Owner's Initials RL Date 11-6-2012
Owner's Initials RL Date 11-6-2012

Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____

Property Address 5910 Reform Rd Newark OH 43055

CERTIFICATION OF OWNER

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

OWNER: [Signature] DATE: 11-6-12
OWNER: [Signature] DATE: 11-6-12

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered prior to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.

Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at <http://dnr.state.oh.us/mines>.

I WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

My Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

PURCHASER: _____ DATE: _____
PURCHASER: [Signature] DATE: 11-6-2012

DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT LEAD-BASED PAINT AND / OR LEAD-BASED PAINT HAZARDS

Property Address 5910 Reform Rd
City Newark State OH Zip 43025 MLS# _____

Lead Warning Statement

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

Seller's Disclosure (initial)

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

Purchaser's Acknowledgment (initial)

- _____ (c) Purchaser has received copies of all information listed above.
- _____ (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.
- _____ (e) Purchaser has (check one below):
- ☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
- ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or paint hazards.

Sales Associate's Acknowledgment (initial)

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

Certification of Accuracy

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

Seller <u>William F. Kennedy</u>	Date <u>11/6/2012</u>	Purchaser _____	Date <u>/ /</u>
Seller <u>Robin J. Kennedy</u>	Date <u>11/6/2012</u>	Purchaser _____	Date <u>/ /</u>
Sales Associate <u>MS Kennedy</u>	Date <u>11/6/2012</u>	Sales Associate _____	Date <u>/ /</u>



S-14 09/11

TERMS AND CONDITIONS OF AUCTION

1. Buyer Obligations. The proposed buyer ("Buyer") must execute a bid card containing the following Terms and Conditions prior to bidding at auction. Although there is no obligation to bid, any prospective buyer must register in order to bid at the Auction sale. If Buyer is the highest bidder at the Auction, Buyer will execute an Auction Purchase Contract with Seller as Buyer of the Property.

2. Deposits. Prior to bidding, Buyer must provide a cashier's check, certified check, or money order (the "Deposit Check") payable to the Buyer in an amount equal to the deposit as advertised or as otherwise announced by the Auctioneer. A personal check may only be accepted in the discretion of the Auctioneer (as defined below). If Buyer is the successful bidder, Buyer will endorse the Deposit Check over to Real Living HER, LLC ("HER") for deposit in its non-interest bearing trust/escrow account. These funds will be dispersed at the successful closing of said property which shall occur within thirty (30) days of the Auction or as otherwise specified by the Auction Purchase Contract. If Buyer is not the highest bidder, the Deposit Check will be returned immediately after the auction. HER will not be responsible for bad checks or unpaid debt issued by buyer.

3. Auction Type. Properties may be offered through any of the following Auction methods. Auctioneer reserves the right to withdraw the Property, Properties, or any part thereof.

- A) Absolute Bid - The property will be sold to the highest bidder regardless of price.
- B) Minimum Bid - The property will be sold to the highest bidder at or above the published price.
- C) Reserve Bid - Property to be sold to the highest bidder at or above the unpublished price.

4. Conditions Of The Auction. All auctions to be conducted by auctioneer(s) licensed with the Ohio Division of Agriculture (the "Auctioneer") pursuant to separate agreement with HER. The Auctioneer's decision is final in the event of a dispute over any Auction matter. The Auctioneer reserves the right to accept bids in any increments that are in the best interest of its client(s) and reserves the right to waive any previously printed or announced requirements. All Auction day announcements by the Auctioneer supersede any printed material or any other Auction statements made previously. The Auctioneer reserves the right to bid on behalf of any Buyer. All Auction Purchase Contracts will be presented to the Seller for approval. Prior to opening the Auction for bidding, the Auctioneer reserves the right to withdraw any property including Absolute Auctions from the Auction, without penalty. Auctioneer may elect to cancel the Auction without penalty if Auctioneer believes that the outcome will not be in the Seller's best interest. If Seller is not present, the Auctioneer may elect to start or cancel the Auction without penalty.

5. Buyer's Choice. Properties with multiple addresses at the same Auction may be sold by the *Buyer's Choice* method. The winning bidder in each Auction round will have his/her choice of any properties that remain unsold.

6. Multiple Parcel Sale. A starting bid will be established on each parcel in a given order to establish a base price. The bidding will then continue on any parcel, combination of parcels, or as a whole in any given order of the bidders' choice. Only the Auctioneer will determine when the bidding has concluded and the property(s) are sold.

7. Buyer's Premium. Unless disclosed otherwise, an amount equal to Ten Percent (10%) of the winning bid, or \$2,500.00, whichever is greater (the "**Buyer's Premium**"), will be added to the final bid to establish the final Auction Purchase Contract Price. It is clearly understood by the Buyer, that the Auctioneer represents the Seller and that this Buyer's Premium in no way implies an agency relationship between the Auctioneer and Buyer.

8. Mortgage Financing. It is recommended Buyer conducts its due diligence to ensure the ability to perform within the allotted closing period.

9. Property Inspection. Buyer acknowledges that it has inspected the Property and will be purchasing the Property in an "as is" or "where is" condition. Buyer has the right and responsibility to examine the applicable county master plan and any municipal land use plans and for the area in which the property is located prior to bidding. Buyer assumes responsibility to check with the appropriate authorities regarding the Property's zoning and current or future intended use as well as any restrictions or covenants affecting the Property. The contract *will not* be contingent upon Buyer's review of such plans. The Seller, Auctioneer and agents assume no responsibility for the information contained in said plan(s) and assumes no liability for failure by Buyer to review the plans.

10. Leased Properties. All leased properties will be sold subject to existing leases and subject to tenant's rights under state and local statutes. Neither Auctioneer nor HER make any representations regarding the present or future value of the leases or anticipated revenue from existing leases.

11. Warranties. Neither Seller, Auctioneer, nor HER make any warranties regarding the condition of the Property and will not repair any current or future hazards, failures, or property defects.

12. Forms. Buyer acknowledges that it has reviewed prior to bidding the appropriate forms as may be required by the State in which the Auction is being held: (A) "Disclosure of Agency Relationship", (B) A copy of the "Residential Property Disclosure Form". If a pre 1978 residential property - The Disclosure of Information and Acknowledgement / Lead Base Paint and /or Lead Base Paint Hazards as required under Title X and the Purchase contract that contains no contingencies. Buyer shall execute any and all forms as required by Ohio law.

13. Fair Housing. It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Ohio 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, military status, familial status as defined in section 4112.01 of the Revised Code, ancestry, handicap, 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.

14. Indemnification. Buyer agrees to indemnify and hold harmless Auctioneer and HER, their agents, officers, independent contractors, managers, shareholders and employees from all claims, demands, damages, liabilities and expenses (including reasonable attorney fees) arising out of any negligence, misrepresentations or non-disclosures by Seller or failure, for any reason, of Seller to close on the Property. The Auctioneer shall be held harmless by Buyer and should the property fail to go to a successful settlement for any reason. The Seller, Auctioneer and its agents shall not be held liable for any errors or omissions regarding Property. Auctioneer complies with all federal, state and local laws regarding the buying and selling of property.

15. Buyer's Acknowledgement. By signing below and bidding on the Property, Buyer acknowledges that if Buyer is the successful bidder, Buyer agrees and consents to the above terms and conditions. This document is part of and incorporated by reference in the Auction Listing Contract and Auction Purchase Contract. **Auctioneer is licensed by the Ohio Department of Agriculture.**

16. Conflicts. In the event of any conflict between this document and the Auction Purchase Contract, the Auction Purchase Contract shall control. Auctioneer is licensed by the Ohio Department of Agriculture. Auctioneer is either bonded in favor of the State of Ohio, or any person aggrieved as a result of Auctioneer's actions may initiate a claim against the Auction Recovery Fund created in Section 4707.25 of the Ohio Revised Code.



CONSUMER GUIDE TO AGENCY RELATIONSHIPS

We are pleased you have selected **HER, Real Living** to help you with your real estate needs. Whether you are selling, buying or leasing real estate, **HER Real Living** 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.

Seller Agency:

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 also offer "subagency" to other brokerages which would also represent the seller's interests and owe the seller these same duties.

Buyer Agency:

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 agent become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client, or disclose any personal or confidential information to the other party without written consent.

In Company Split Agency:

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.

HER REAL LIVING AGENCY POLICY

SELLER'S AGENCY:

Both HER Real Living and its affiliated licensee who represent the seller owe that seller the duties of loyalty, obedience, confidentiality, accounting and reasonable skill and care. The agent and company act solely on behalf of our seller, seeking the best price and terms for him/her regardless of whether the buyer or buyer's agent is compensating HER Real Living. As seller's agent, we also have a duty to disclose to our seller all material information obtained from the purchaser or from any other source unless prohibited by law or agreement. An HER Real Living licensee who holds an open house on behalf of an HER Real Living seller's agent will be considered a "host" and not the seller's agent unless it is agreed to in writing or otherwise required by law.

BUYER'S AGENCY:

Both HER Real Living and its affiliated licensee who represent the buyer owe duties of loyalty, obedience, confidentiality, accounting, and reasonable skill and care. The agent and company act solely on behalf of our buyer, seeking the best price and terms for him/her regardless of whether the seller or seller's agent is compensating HER Real Living. As buyer's agents, we also have a duty to disclose to the buyer all material information obtained from the seller or from any other source unless prohibited by law or agreement. In the event a buyer elects to view or purchase a property listed by his/her agent, HER Real Living and the agent will act as a dual agent on behalf of the seller and the potential buyer. (See Dual Agency below.)

In Company Split Agency:

HER Real Living does represent both buyers and sellers. When HER Real Living lists property for sale the brokerage and the listing agent represent the seller. Likewise when HER Real Living represents a buyer the brokerage and the affiliated licensee represent that buyer. When the buyer and seller are represented by two different HER Real Living agents, the agents will represent the best interests of their respective clients. HER Real Living and its management level licensees, who do not directly represent a party or themselves in the transaction, are dual agents. As dual agents they 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.

Dual Agency:

In the event both the buyer and seller are represented by the same HER Real Living agent, a dual agency exists. HER Real Living and the agent for both parties 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 will 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 HER Real Living has listed. In that instance, HER Real Living and its agent 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.

Cooperative Brokerage:

HER Real Living does offer representation to both buyers and sellers. When HER Real Living lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. HER Real Living 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 HER Real Living shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that buyer's brokerage. Instead that company will be looking out for the buyer and will not be representing your interests. When acting as a buyer's agent, HER Real Living 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, military status as defined in that section, 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. Doing so 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



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 agent or 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 the 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 the seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they 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 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 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 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;
- Disclosed 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 of 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 half of one party.

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

Management Level Licenses: 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 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



REAL LIVING HER, LLC

77 East Nationwide Blvd. Columbus, Ohio 43215 • Office: (614) 273-7778 Fax: (614) 340-3388

AUCTION PURCHASE AGREEMENT

The undersigned "**Purchaser**" hereby offers to purchase the following real property known as: _____
in the County of _____

State of _____ and legally described as: _____ (the "**Property**")

at a total cash price of \$ _____ (the "**Purchase Price**") and upon the following terms and conditions:

- I. \$ _____ Nonrefundable Earnest money paid to Real Living HER, LLC ("**HER**") with this offer and to be deposited into HER's trust account upon acceptance.
- II. \$ _____ Balance of funds in cash which shall be due on or before the ____ day of _____, 20____ (hereinafter referred to as the "**Closing Date**").
- III. The offer contained herein shall remain open for acceptance by Seller for ____ days from the date of execution of this Contract by the Purchaser.

The Purchaser acknowledges that this Auction Purchase Agreement (the "**Contract**") is being executed as a result of Purchaser being the highest bidder at an auction conducted on this date and that the total Contract Purchase Price set forth above, by agreement and as disclosed prior to commencement of the Auction, reflects the addition of an amount equal to TEN Percent (10%) of the amount bid by Purchaser or \$2,500.00, whichever is greater, to reflect a "**Buyer's Premium**" for the Property. Purchaser acknowledges that payment of Buyer's Premium does not create an agency relationship, either actual or implied between Purchaser and HER.

1. Fixtures and Equipment: The Property includes the land and all appurtenant rights, privileges and easements, all buildings and fixtures, including without limitation, all of the following as are NOW on the Property: built-in appliances; heating, central air conditioning, and humidifying equipment and their control apparatus; stationary tubs; pumps; disposals; roof antennae; attached wall-to-wall carpeting and attached floor coverings; attached mirrors; plumbing; bathroom and lavatory fixtures; storm doors, storm windows and attached screen; screen doors; windows and screens; awnings, whether now in or on the Property or in storage; garage door openers and controls; attached fireplace equipment; security systems and controls (unless leased); smoke alarms; electric pet fencing, controls and equipment; landscape lighting, controls and equipment; all exterior plants and trees; and any of the following items that are checked: ☐ ranges and ovens ☐ microwave ovens ☐ dishwashers ☐ gas grills ☐ refrigerators ☐ water softeners (unless leased) ☐ window air conditioners ☐ satellite TV reception systems; Fireplace: ☐ tools ☐ screens ☐ glass doors ☐ grates ☐ irons; and all window treatments EXCEPT these window treatments:

Also INCLUDED: _____

NOT included: _____

- 2. Title Insurance:** Prior to the Closing Date, Seller shall furnish to Purchaser and pay for a current title commitment prepared by Real Living Title, Inc. or a title company of Seller's choice (the "**Title Company**"). Seller shall cause the title commitment to show good and merchantable title of record in Seller free and clear of all material defects, except for existing utility easements and restrictions of record, city ordinances, mineral right obligations, and zoning regulations. At Seller's expense, Seller shall obtain a policy for owner's title insurance in the amount of the Purchase Price issued by the Title Company. Seller shall deliver to Purchaser an appropriate general warranty deed (or fiduciary deed if applicable) at the Closing Date.
- 3. Taxes and Assessments:** On or before the Closing Date, delinquent taxes, assessments, mortgages, homeowners association fees, condominium fees and charges, if any, are to be paid by Seller and the current taxes and assessments, condominium fees, homeowners association fees and charges and rentals, if any, are to be prorated to the Closing Date in accordance with the custom of the county in which the Property is located. Agricultural tax recoupment, if any, shall be paid by Purchaser. Seller shall pay conveyance fees and all recording costs for the release of any lien, mortgage or other encumbrance.
- 4. Damage or Destruction of Premises:** Risk of loss occurring to the Property shall be borne by Seller through the Closing Date. In the event the Property covered by this Contract shall be substantially damaged after the full execution of this Contract but before the Closing Date, upon notice of the damage, Purchaser, at its option may: (a) proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies covering the Property; or (b) rescind this Contract by giving written notice to Seller and/or Seller broker within ten (10) calendar days after Purchaser has received notice of such damage or destruction. If the Purchaser elects to rescind this Contract, pursuant to this Paragraph 4, the Purchaser and Seller shall immediately be released from all liability under this Contract and the Purchaser shall be entitled to recover the Deposit made hereunder. Failure by Purchaser to notify Seller or Seller's Broker in writing of Purchaser's election to rescind this Contract pursuant to this Paragraph 4 shall result in an election by Purchaser to proceed with the transaction.

5. **FINANCING:** Purchaser and Seller acknowledge and agree that this Agreement is NOT CONTINGENT upon Purchaser's ability to obtain financing.
6. **Property Inspection:** Purchaser acknowledges inspection of said Property and possesses knowledge of the condition thereof and is purchasing said Property "AS IS". Purchaser expressly acknowledges that neither Seller nor HER have made or make any warranty of any kind whatsoever, whether expressed or implied as to the physical condition or habitability of the Property, except for the disclosure by Seller required by Section 5302.30 of the Ohio Revised Code. Purchaser and Seller shall indemnify and hold harmless HER, its agents, officers, independent contractors, auctioneers, managers, shareholders, attorneys, and employees from all claims demands, damages, liabilities and expenses (including reasonable attorneys fees) arising out of any negligence, misrepresentations or non-disclosures by Seller or Purchaser.
7. **Property Maintenance:** Seller shall maintain the Property, including improvements, lawn, shrubs, trees, plumbing fixtures, electrical wiring, furnaces, and other mechanical equipment (including major appliances such as refrigerators, stoves, garbage disposals, etc.), in its present condition pending closing and transfer of possession, normal and reasonable wear excepted. Seller shall be responsible for maintaining fire and extended coverage insurance on the Property until the Closing Date.
8. **Utilities:** Seller shall pay for all utilities to the date of transfer of possession and shall notify Purchaser of the date of the final readings in order to avoid termination of utility service. Seller shall pay for any repairs or replacements of plumbing, gas or electrical facilities required by the utility provider at the time of transfer of utility services.
9. **Commission:** Seller agrees to pay HER the commission as stated in the Real Estate Auction Listing Agreement, which sum shall be paid to HER on the Closing Date.
10. **Notice of Default:** The parties agree that In the event Purchaser defaults in the payment of any sums due hereunder or fails to close the purchase of the Property on or before the Closing Date, Seller will incur damages difficult to ascertain as of the date of this Contract. In the event Purchaser defaults in the payment of any sums due hereunder, does not perform its obligations under this Contract, otherwise or fails to close the purchase of the Property on or before the Closing Date, without default on the part of the Seller, this Contract shall be deemed null and void and the Deposit shall be dispersed to the Seller and HER in accordance with the Listing Agreement executed by Seller and HER as liquidated damages. The parties agree that forfeiture of the Deposit is not intended to be a penalty and is a reasonable calculation of damages incurred by Seller and HER. Forfeiture of Deposit shall not limit the remedies sought by Seller as a result of any default by Purchaser on any of the terms and conditions of this Contract.
11. **Miscellaneous:** This Contract constitutes the entire agreement between the parties. It is understood between the Seller and Purchaser that no verbal agreements or understandings are binding in any manner whatsoever upon the parties hereto. Time is of an essence as to all terms contained herein.
12. **Term Definition:** The term "Seller" shall be read as "Sellers" if more than one person are Sellers, in which case their obligations shall be joint and several. The term "Purchaser" shall be read as "Purchasers" if more than one person are Purchasers, in which case their obligation shall be joint and several.
13. **DISCLOSURES: PURCHASER ACKNOWLEDGES EXECUTING AND RECEIVING A RECEIPT OF THE FOLLOWING PRIOR TO EXECUTING THIS AGREEMENT:** (A) "DISCLOSURE OF AGENCY RELATIONSHIP", AS REQUIRED BY THE STATE WHERE PROPERTY IS LOCATED; (B) A COPY OF THE "RESIDENTIAL PROPERTY DISCLOSURE FORM" AS REQUIRED BY THE STATE WHERE PROPERTY IS LOCATED; (C) IF A PRE 1978 RESIDENTIAL PROPERTY - THE DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT / LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS AS REQUIRED UNDER TITLE X; (D) AND A COPY OF THIS CONTRACT.
14. **Earnest Money Deposits:** Unless otherwise provided in this Contract, the Deposit shall be deposited into HER's non-interest bearing trust account. In the event of a Purchaser default, HER shall dispose of the Deposit pursuant to Paragraph 10 of this Contract. In the event of a dispute between the Purchaser and Seller, the Deposit will be retained by HER until either: (a) HER receives written instructions signed by both parties directing payment of the Deposit; (b) HER receives a final court order directing payment of the Deposit; or (c) HER chooses to disperse the deposit in accordance with Section 4735.24 of the Ohio Revised Code. Purchaser and Seller shall indemnify and hold harmless HER, its agents, officers, independent contractors, managers, shareholders, attorneys, and employees from all claims demands, damages, liabilities and expenses (including reasonable attorneys fees) from any and all liability and expense (including reasonable attorney fees) pertaining to a dispute regarding the Deposit.
15. **Governance:** This Contract shall be governed by and construed in accordance with the laws of the state in which the Property is located.
16. **Representations and Warranties:** All representations, covenants and warranties of the parties, contained in this Contract, shall survive the Closing Date.
17. **Contract Modifications:** All modifications to this Contract must be in writing signed by both Seller and Purchaser.
18. **Terms and Conditions:** The parties hereby acknowledge receipt of the Real Estate Auction Terms and Conditions which are specifically incorporated by reference herein.
19. **The parties hereby acknowledge that the auctioneer conducting the Auction is licensed by the Ohio Department of Agriculture and is bonded in favor of the State of Ohio. PURCHASER ACKNOWLEDGES THAT HE HAS BEEN ADVISED TO RETAIN A COMPETENT ATTORNEY TO EXAMINE THE EVIDENCE OF TITLE.**

20. **Hold Harmless:** Seller and Purchaser each warrant that they have had no dealings with any real estate brokers or agents in connection with the sale of the Property other than HER and the co-operating listing broker, if any, listed on the bottom of this Contract. Each party hereby agrees to indemnify, defend and hold harmless the other party from and against any liability, cost or expense, including attorney's fees, as a result of any claim for a commission, fee or other compensation made by any other real estate broker.

21. **Fair Housing.** It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Ohio 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, military status, familial status as defined in section 4112.01 of the Revised Code, ancestry, handicap, 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.

22. **Additional Terms:** _____

23. **Earnest Money Deposit:**

Broker acknowledges receipt of the sum \$_____ by ☐ Cash ☐ Check ☐ Other _____ which shall be held, deposited and disbursed pursuant to paragraph 14.

Brokerage: _____, By: _____, Date: _____

Offer to Purchase made this _____ day of _____ 20____.

The undersigned **Buyer** agrees to the terms and conditions and acknowledges the receipt here of:

Buyer Signature: _____
 Print Name: _____

Buyer Signature: _____
 Print Name: _____
 Date Signed: _____
 Address: _____

Phone #: _____
 Email: _____
 Fax #: _____
 Deed to: _____

Attorney: _____
 Ofc. #: _____
 Fax #: _____
 Email: _____

Broker: _____
 Broker Number: _____
 Ofc. #: _____
 Fax #: _____
 Address: _____

Agent: _____
 Agent File Number: _____
 Phone #: _____
 Alternate Phone #: _____
 Fax #: _____
 Email: _____

The undersigned **Seller** agrees to the terms and conditions and acknowledges the receipt here of:

Seller Signature: _____
 Print Name: _____

Seller Signature: _____
 Print Name: _____
 Date Signed: _____
 Address: _____

Phone #: _____
 Email: _____
 Fax #: _____

Attorney: _____
 Ofc. #: _____
 Fax #: _____
 Email: _____

Broker: **Real Living HER**
 Broker No.: _____
 Ofc. #: _____
 Fax #: _____
 Address: _____

Agent: _____
 Agent File No.: _____
 Phone: _____
 Alternate Phone #: _____
 Fax #: _____
 Email: _____

ESCROW AND RELEASE AGREEMENT FOR NON-REFUNDABLE DEPOSIT

This Escrow and Release Agreement for Non-Refundable Deposit (the "Agreement") is entered into this _____ day of _____, 20____, (the "Effective Date") by and among _____ (the "Purchaser"), _____ (the "Seller"), and Real Living HER, LLC, located at 77 E. Nationwide Blvd, Columbus, Ohio 43215 ("HER").

WHEREAS, the undersigned Purchaser and Seller desire to deposit certain non-refundable earnest monies with HER related to the purchase and sale of real property located at _____

_____ being purchased at a real estate auction being held on the Effective Date.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and of the mutual covenants herein set forth, it is agreed as follows:

1. Purchaser hereby deposits _____ Dollars (\$_____) (the "Deposit") with HER to be placed in HER's non-interest bearing trust account and disbursed in accordance with the terms of the Auction Purchase Agreement executed on the ____ day of _____, 20____ (the "Purchase Contract");
2. HER shall disburse the Deposit as follows:
 - a. Upon notice from the Seller and Purchaser of the closing under the Purchase Contract, HER shall disburse the Deposit to Seller.
 - b. The parties agree that in the event Purchaser defaults in the payment of any sums due under the Purchase Contract or fails to close under the Purchase Contract on or before the Closing Date (as that term is defined in the Purchase Agreement) without default on the part of the Seller, HER shall disperse the Deposit to the Seller and HER in accordance with the Listing Agreement executed by Seller and HER as liquidated damages. The parties agree that forfeiture of the Deposit is not intended to be a penalty and is a reasonable calculation of damages incurred by Seller and HER.
 - c. If there is a failure to close under the Purchase Contract for any reason other than the reasons stated in Paragraph 2(a) or 2(b), either Seller or Purchaser may give notice to the other and to HER that such party is entitled to the Deposit under the terms of this Agreement. The other party shall have ten (10) days after it is served with that notice to notify HER that it disputes the disbursement of the Deposit. If the other party does so dispute the disbursement of the Deposit by notice to HER within the ten (10) day

period, then HER shall continue to hold the Deposit until it receives a joint instruction from both Seller and Purchaser or instruction (by order) from a court of competent jurisdiction. If the other party does not dispute the disbursement of the Deposit within the ten (10) day period, then HER shall disburse the Deposit pursuant to the terms of this Agreement.

3. HER shall follow any joint written instructions concerning the Deposit from Seller and Purchaser or any instruction from a court of competent jurisdiction.
4. In the event of a conflict between the terms of this Agreement and the Listing Agreement, the terms of the Listing Agreement shall control.
5. Unless instructed, HER shall hold all funds specified herein in a non-interest bearing escrow account.
6. The parties hereby agree that in the event that HER is required to respond to any court action without fault of HER, then HER shall be reimbursed for all costs and expenses (including reasonable attorney fees) all which shall be paid equally by the parties unless otherwise ordered by a court in said action.
7. The duties and obligations of HER shall be determined solely by the express provisions of this Agreement, and HER shall not be liable except for the performance of the duties and obligations specifically set forth in this Agreement. In addition: (a) HER shall not be responsible in any manner and the parties (one-half each) will reimburse and indemnify HER for, and hold it harmless against, any loss, liability, or expense including, but not limited to, reasonable attorneys' fees, arising out of or in connection with its acceptance of or performance of its duties and obligations under this Escrow Agreement and the reasonable costs and expenses of defending any claim or liability arising out of, or relating to, this Escrow Agreement; (b) HER shall not be liable for any error in judgment or for any act done or step taken or omitted by it in good faith or for any mistake in fact or law.
8. This Escrow Agreement shall terminate upon disbursement by HER of the Deposit.

Purchaser

Seller

Purchaser

Seller

REAL LIVING HER, LLC

Date: _____

By: _____

Print Name: _____