# CAMBRIDE OHIO ONLINE ONLY REAL ESTATE AUCTION

3 BEDROOM - 1 BATH - CLOSE TO AMENITIES - 2 STORY - MOST RECENTLY USED AS A
RENTAL - HANDYMAN SPECIAL - MORTON SUBDIVISION - CAMBRIDGE CORP. - OPPORTUNITY
KNOCKS!!!

-BIDDING NOW OPEN-BIDDING WILL BEGIN TO CLOSE ON: TUESDAY, MARCH 8TH @ 7:00 P.M.

## 314 S. 12TH STREET—CAMBRIDE, OHIO 437256



TERMS ON REAL ESTATE: There will be a 10% buyer's premium added to your bid price to determine contract price. \$2,500.00 non-refundable down within 24 hours after auction closes, balance due at closing (within 45 days). Property sells "As-Is/Where -Is" w/no warranties implied or expressed. Property sells w/no contingencies, financing or otherwise. Secure Title will be handling the closing. All information contained here-in was derived from sources believed to be correct, but not warranted. For complete Online Auction Terms, go to www.edandbenschafer.com

Opportunity Knocks w/this approximate 1,292 square foot home situated in Morton Subdivision. This home offers three bedrooms, one full bath. The rooms in this home are spacious, and washer and dryer hook ups are on the main floor which is a plus. Home has a slate roof, and a Gas furnace. Home is in need of repairs and remodeling. This property would be great for a handyman, investor or perfect for someone wanting to restore this home to its natural beauty. Opportunity Knocks!!!

**INSPECTION DATE:** 

SUNDAY, FEBRUARY 27TH FROM 1:00 P.M. TILL 3:00 P.M.







**AUCTION CONDUCTED BY:** 



MIA CLARK, LISTING AGENT

740-509-2117 miaclark@benschaferrealty.com

TO BID, GO TO:

WWW.EDANDBENSCHAFER.COM



## BY REGISTERING FOR A BID NUMBER AT THIS REAL ESTATE AUCTION, I HEREBY BY CERTIFY THE FOLLOWING:

- 1. I have received the bidder's packet of pertinent information.
- 2. I have read the bidder's packet and agree to participate in the auction under the terms set forth.
- 3. I acknowledge that Ben Schafer Realty and Ed and Ben Schafer, Auctioneers are representing the seller only in this transaction.
- 4. I certify that I have sufficient funds to meet the down payment requirements called for in the terms of the auction.
- 5. I have fully examined the purchase contract and fully understand that the conditions there-in are those of a legally binding contract which both parties are obligated to fulfill.
- 6. I understand that I am purchasing this real estate at auction, and it is being sold "as-is, where-is" w/ no warranties implied or expressed, and that my bid is treated as a cash offer with no contingencies concerning financing, inspections, or anything else.
- 7. I understand that announcements made at the time of the auction will take precedence over any or all printed material, and that the conduct of the auction and increments of bidding are at the sole discretion of the auctioneer.
- 8. I understand and agree that in the event that I am the successful bidder, I will sign the Purchase Contract, Agency Disclosure forms, Lead Based Paint forms, and any other forms required by the Ohio Department of Commerce, Real Estate Division.
- 9. I understand that if I fail to complete this transaction within the terms of the auction, THE DOWN PAYMENT WILL BE FORFEITED NO EXCEPTIONS!!!

Printed Name		
Address		
Home Phone	Cell Phone	
E-Mail	· · · · · · · · · · · · · · · · · · ·	
Driver's License #	Registration #	
Would you like added to our mailing list?	YesNo	
May we contact you concerning other listing	s we have for sale? Yes	No
Signature of Registrant		Date



## BEN SCHAFER REALTY ED AND BEN SCHAFER, AUCTIONEERS

536 MAIN ST. • CALDWELL, OHIO **740-305-5054 740-584-SALE 740-732-6745** 

www.benschaferrealty.com www.edandbenschafer.com "CALL US FOR ALL YOUR REAL ESTATE OR AUCTIONEERING NEEDS!!!"



February 16th, 2022

The undersigned, hereinafter called the **Purchaser(s)**, hereby offer and agrees to purchase from the undersigned **Seller(s)**, the following described premises:

Being 314 South 12th Street - Cambridge, Ohio 43725 and being parcel #060004106000 now being owned by Sidwell Rentals LLC and being more fully described in the deed records of Guernsey County, Ohio together with all hereditaments, appurtenances, rights, privileges and easements thereunto belonging, but subject to all legal highways, zoning ordinances, easements, restrictions, and conditions of record.

The consideration shall include all buildings, fixtures, and equipment (provided on property), including but not limited to: Built-in appliances, heating, central air conditioning and humidifying equipment and their control apparatus, water softening equipment (unless leased), water heater (unless leased), roof antennae, stationary tubs, well pumps, curtain & drapery rods, blinds, awnings, attached mirrors and light fixtures, bathroom & lavatory fixtures, storm and screen doors & windows, garage door openers and controls, attached fireplace equipment, gas, oil and wood heaters, smoke alarms, security systems and controls (unless leased), doorbell and chimes, attached carpeting and floor coverings, exterior plants & trees and the following: N/A

systems and controls (unless leased), doorden an	id cilines, attached (	carpening and moor coverings.	exterior plants & trees and the following, TVA
1. PRICE: Purchaser(s) agrees to pay the sum	of a bid price of		plus a buyer's
premium in the amount of		<u> </u>	for a total contract price of
CONTRACT PRICE. SUCCESSFUL PURCE. WITHON 24 HOURS OF AUCTION ENDING	HASER(S), WILL I G, WITH THE BAI RESSED. PROPE	BE REQUIRED TO PAY A LANCE DUE WITHIN 45 D	THE FINAL BID PRICE TO DETERMINE THE \$2500 NON-REFUNDABLE DEPOSIT DOWN AYS. PROPERTY SELLS "AS-IS, WHERE-IS" TINGENCIES, FINANCING OR OTHERWISE
appropriate release of dower, free and clear of ordinances; (c) legal highways; (d) covenants, unreasonably interfere with present lawful use. It are suitable for his intended use of the property attorney title opinion is required, Purchaser(desires/requests a survey and/or appraisal, Purche paid for by the Seller(s). If title to all or par Association's Standards of Title Examination of those accepted in this Purchase contract, Seller	f all liens and encur restrictions, conditi- is the Purchaser's r. If evidence of title (s) shall provide su- haser(s) shall pay co- t of the real estate is or is subject to liens er(s) shall within the rencroachment or of	mbrances except: (a) those clions and easements of record responsibility to determine that in the form of a lender's title ich evidence at <b>Purchaser's</b> sost thereof. (Surveys required a unmarketable, as determine a encumbrances, easements, chirty (30) days after written btain title insurance without e	erable and recordable <i>General Warranty</i> Deed with reated by or assumed by <b>Purchaser</b> (s); (b) zoning and easements in place and in use which do not any conditions, covenants, easements or restrictions is insurance policy, owner's title insurance policy or expense. If <b>Purchaser</b> (s) or <b>Purchaser</b> 's lende by Auditor's office, for or because of transfer, shall dby Ohio law with reference to the Ohio State Barconditions, restrictions or encroachments other than notice thereof, remedy or remove the defect, lien exception therefore. At closing <b>Seller</b> (s) shall sign and
use tax recoupments for year through the date of	closing. Purchaser	(s) to pay agricultural use tax	est available rates and valuations, and all agricultura recoupments, if necessary. Seller(s) warrants that no y public authority which may be assessed against the
Purchaser(s)/Seller(s) acknowledge there are 3	_pages to this entire	contract.	
	Purchaser(s)	Initial	Initial
	Seller(s)	Initial	Initial

#### PROPERTY ADDRESS: 314 South 12th Street - Cambridge, Ohio 43725

- 4. RENTS AND INTEREST on any assumed mortgage shall be pro-rated to the date of delivery of deed. Security deposits to be transferred to Purchaser(s). Utilities (including but not limited to propane gas or heating oil) will be pro-rated to the date of closing or date of vacating, whichever is later.
- 5. DAMAGE OR DESTRUCTION OF PROPERTY: Seller(s) shall bear the risk of loss of the real estate and appurtenances until closing provided that if any buildings or other improvements on the subject premises are damaged or destroyed, prior to the delivery of the deed, then the said Purchaser(s) shall have the option of accepting the proceeds of any insurance payable, not to exceed the contract price, or of terminating this contract, in which case, all funds, and documents shall be returned to the parties depositing them and this contract shall be null and void. If Purchaser(s) shall not make such election within 15 days after receiving notice of such damage or destruction, the Purchaser(s) shall be presumed to have elected to complete the transaction.
- 6. INSPECTIONS: THIS PROPERTY SELLS "AS-IS, WHERE-IS" W/ NO WARRANTIES IMPLIED OR EXPRESSED. ANY DESIRED INSPECTIONS ARE AT SOLE COST AND DISCRETION OF PURCHASER, AND SHALL IN NO WAY AFFECT THIS PURCHASE CONTRACT. ANY INSPECTIONS REQUESTED BY THE PURCHASER'S LENDER THAT REQUIRE PERFORMANCE BEFORE LENDER CLOSES ON PROPERTY ARE THE SOLE RESPONSIBILITY OF THE PURCHASER, AND WILL NOT RELINQUISH THE CONTRACTUAL OBLIGATION OF THE PURCHASER.
- 7. TOXIC/HAZARDOUS SUBSTANCES: The Purchaser(s) assumes all risk of loss, damage or injury which may arise as a result of, or may be in any way connected with, the presence or radon gas, asbestos or any other toxic or hazardous substance in or about the property. Purchaser(s) releases and indemnifies Seller(s), Broker(s) and agents from and against any loss, with the property.

			S or CONDITIONS. Nor do they preclude the home warranty. The cost of said plan will be paid by
the Seller(s) War	ranty plan will be pu	irchased at the cost of \$	, and shall be purchased from
the Warranty company known as			, and said plain will be purchased
through:			(Real Estate Co.)
(The Broker may r	eceive compensation	n in connection with the sale	of the Home Warranty Plan)
Housing Law, 42 U.S.C.A. 3601, to refuse to sell sale or rental of housing accommodations, or othe status as defined in Section 4112.01 of the Revidiscriminate in advertising the sale or rental of ho	I, transfer, assign, re- erwise deny or make ised Code, ancestry, ousing, in the financi to sell or rent a dwe	nt, lease, sublease or finance unavailable housing accomm, disability as defined in that ng of housing or in the provis	n 4112.02 of the Revised Code and the Federal Fair nousing accommodations, refuse to negotiate for the odations because of race, color, religion, sex familial section, or national origin, Military Status or to so ional real estate brokerage services. It is also illegal, rding the entry into the neighborhood of a person or
move into the area. Information regarding said n	otification may be o	btained by contacting the loc	ers are required to notify sheriff's offices when they all sheriff's office in Ohio. Purchaser(s) are relying not relying on the Seller(s) or any REAL ESTATE
11. CLOSING shall be at the office of <i>BEN SC</i> closing is to be cash, the closing cost shall be pair		or	on or before April 22 <sup>nd</sup> , 2022. If
12. POSSESSION: Possession of the real estate	shall be given to Pu	rchaser(s) @ CLOSING.	
become binding upon and accrue to the benefit of	f the Purchaser(s)	and Seller(s) and their respec	March 9th, 2022 and upon such acceptance, it shall tive heir, executor, administrators and assigns. This reof, must be in writing and signed by the parties.
Purchaser(s)/Seller(s) acknowledge there are 3	pages to this entire of	contract.	
	Purchaser(s)	Initial	Initial
	Seller(s)	Initial	Initial

#### PROPERTY ADDRESS: 314 South 12th Street - Cambridge, Ohio 43725

- 14. DEFAULT: Purchaser(s)/Seller(s) understand this to be a legally binding contract requiring performance. If the provisions are not understood, legal advice should be obtained.
- 15. EARNEST MONEY: any money deposited with Broker by the Purchaser(s) shall be returned to Purchaser(s), upon Purchaser's request, if no contract shall have been entered into. Upon acceptance of this contract by both parties, Broker shall deposit such amount in its trust account to be disbursed, subject to collection by Broker's depository, as follows: (s) if Seller(s) fails or refuses to perform, or any contingency is not satisfied or waived, the deposit shall be returned, (b) deposit shall be applied on purchase price or returned to Purchaser(s) when transaction is closed; if Purchaser(s) fails or refuses to perform, this deposit shall be paid to (Seller), which payment, or the acceptance thereof, shall not in any way prejudice the rights of Seller(s) or Broker(s) in any action for damages or specific performance. The Broker shall retain the deposit until (1) Purchaser(s) and Seller(s) have signed Earnest Money Mutual Release unless for non-performance by purchaser, (2) disposition has been ordered by final court order, or (3) Broker deposits said amount with a court pursuant to applicable court procedures.

If within two years from the date the earnest money was deposited in the Broker's trust account, and the Purchaser and Seller have not provided the Broker with, signed instructions as to how to dispose of said earnest money or written notice that a court action to resolve the dispute has been filed, the Broker shall return the earnest money to the purchaser with no further notice to the Seller.

\$2,500.00

WHICH SHALL BE DEPOSITED

WE HERERY ACKNOWLEDGE RECEIPT OF SAID DEPOSIT OF

	Data		
	Date		_
		Ben Schafer	
	/	SELLING AGE	NT
		Mia Clark	
	1	LISTING AGE	NT
ADDRESS		TELPHONE	DATE
TATE according to the above s initialed and dated by Seller	terms and condit (s) or on the Adde	tions, (   ) rejects said off endum to Contract. Coun	er, or ( ) counters offer
before	o'clock (A.M.) (P.	M1.)	
	ersigned Seller(s) has read and TATE according to the above	ADDRESS  ADDRESS  ersigned Seller(s) has read and fully understand TATE according to the above terms and condi	Ben Schafer  / SELLING AGE  Mia Clark  / LISTING AGE

## TITLE SEARCH REPORT ISSUED BY TitleWave Real Estate Solutions

THE ATTACHED TITLE SEARCH REPORT IS ISSUED FOR USE OF THE AGENT LISTED, HEREIN 'THE AGENT', A POLICY ISSUING AGENT FOR THE FIDELITY GROUP OF TITLE INSURANCE COMPANIES, HEREIN 'THE COMPANY', AND IS TO BE USED BY THE AGENT IN THE EXAMINATION AND DETERMINATION OF THE INSURABILITY OF TITLE TO THE PROPERTY DESCRIBED HEREIN IN CONJUNCTION WITH THE ISSUANCE OF THE COMPANY'S COMMITMENTS, POLICIES AND ENDORSEMENTS.

The Agent who examines this Title Search Report must follow all underwriting guidelines set forth in the underwriting manual and bulletins issued by the Company. The Agent is responsible for obtaining proper "High-Liability" approval, when applicable, in accordance with their agency contract. The agent is responsible for obtaining appropriate updates or continuations of this Title Search Report prior to the issuance of any commitment or policy in accordance with prudent underwriting practices and the Company's guidelines. The Agent is responsible for any errors, omissions, defect, liens, encumbrances or adverse matters not shown by this Title Search Report but known to or discovered by the Agent prior to the issuance of the Company's commitment, policy or endorsement.

The Title Search Report does not provide or offer any title insurance, liability coverage or errors and omissions coverage. No assurance is given as to the insurability or status of title. The Title Search Report does not insure or guarantee the validity or sufficiency of any documents attached, nor is it to be considered a title insurance commitment and/or title insurance policy, an opinion of title, an ownership and encumbrance report, a property information report, a guarantee of title or as any other form of guarantee or warranty of title and should not be relied upon as such.

LIABILITY UNDER THE ATTACHED TITLE SEARCH REPORT IS LIMITED TO THE LIABILITY UNDER THE COMPANY'S COMMITMENTS, POLICY OR POLICIES ISSUED PURSUANT TO THIS TITLE SEARCH REPORT. IN THE EVENT THE ATTACHED TITLE SEARCH REPORT IS USED FOR ANY PURPOSE OTHER THAN IN CONJUNCTION WITH THE ISSUANCE OF THE COMPANY'S COMMITMENTS, POLICIES OR ENDORSEMENTS, THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

Title Search Report Page 1 of 6

## TitleWave Real Estate Solutions TITLE SEARCH REPORT

Order Number: 10156727 Reference Number: STS14762

Secure Title Services Ltd. 134 Columbus Road Athens, OH 45701 Phone: 740-594-2600 Fax: 740-594-2611

PERIOD SEARCHED:

The period covered in the search commenced with the Base Title as determined by Company and ends on: January 10, 2022 at 6:59 AM

- 2. Policy or Policies to be issued:
  - A. Policy to be Issued:
    \_\_\_\_\_ 2006 ALTA Owner's Policy (12/01/2015)
    \_\_\_\_\_ ALTA Homeowner's Policy (12/02/2013)
    Proposed Insured:
    Amount of Insurance:
    B. Policy to be Issued:
    \_\_\_\_\_ 2006 ALTA Loan Policy (10/01/2010)
    \_\_\_\_\_ ALTA Short Form Residential Loan Policy Modified Ohio (12/03/2012)
    Proposed Insured:
    Amount of Insurance:
- 3. The estate or interest in the land described or referred to in this report is:

#### **Fee Simple**

4. Last grantee of record for the period searched:

Sidwell Rentals, LLC, by deed filed for record April 15, 2016 and recorded in OR Book 536, Page 598 of the Guernsey County Records.

Title Search Report Page 2 of 6

#### Title Search Report Mortgages, Liens, Other Title Defects

1. Payment of the full consideration to, or for the account of the grantors or mortgagors should be made.

2. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

Any instrument of conveyance creating an insured interest must comply with local rules on descriptions and conveyances pursuant to Sections 315.251 and 319.203 of the Ohio Revised Code.

NOTE: Legal Description contained on transfer deed must be verified with the County Auditor prior to closing of transaction for verification that legal description will pass transfer.

- 3. Payment of taxes, charges, and assessments levied and assessed against subject premises, which are due and payable.
- 4. Owners/Sellers Affidavit covering matters of title in a form acceptable to the Company.
- 5. Further exceptions and/or requirements may be made upon review of the proposed documents and/or upon further ascertaining the details of the transaction.
- 6. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- 7. Receipt of proof of corporate status, or limited liability company status, or partnership status, and all agreement(s), and necessary consents, authorizations, resolutions, notices and corporate/partnership actions have been conducted, given or properly waived relating to the transaction to be insured, including entity resolution(s) authorizing and designating appropriate officers/members/or partners to execute any and all necessary documents.
- 8. Deed and legal description will be subject to county approval prior to filing.
- Payment and Release of Mortgage from Sidwell Rentals, LLC, an Ohio Limited Liability Company to The Farmers and Merchants Bank, in the amount of \$20,000.00, and filed on April 15, 2016, and recorded in OR Book 536, Page 600, of the Guernsey County Records.

Title Search Report Page 3 of 6

## Title Search Report Easements, Restrictions and Other Matters Affecting Title Searched

- 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon.
- 2. Assessments, if any, not yet certified to the County Auditor.
- 3. Rights or claims of parties other than Insured in actual possession of any or all of the property.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- 5. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 6. No liability is assumed for tax increases occasioned by retroactive revaluation arising out of the change in land usage, on account of errors or omissions and changes in the valuation of the property by legally constituted authorities, or liability for tax increases based on the loss of any homestead exemption status for insured premises.
- 7. Any covenant, condition or restriction referred to herein indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin is omitted as provided in 42 U.S.C. Section 3604, unless and only to the extent that the restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) related to handicap, but does not discriminate against handicapped people.
- 8. Representations of the acreage or area in the property descriptions in Schedule A or on the survey, if any.
- 9. Covenants, conditions and restrictions and other instruments recorded in the public records and purporting to impose a transfer fee or conveyance fee payable upon the conveyance of an interest in real property or payable for the right to make or accept such a transfer, and any and all fees, liens or charges, whether recorded or unrecorded, if any, currently due payable or that will become due or payable, and any other rights deriving therefrom, that are assessed pursuant thereto.
- 10. Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy, pursuant to Ohio Revised Code Section 1509.31(D).
- 11. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.
- 12. Any map/plat furnished is being done so as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by

Title Search Report Page 4 of 6

#### Title Search Report

Easements, Restrictions and Other Matters Affecting Title Searched, continued

endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

- 13. Terms and provisions of Restrictions, easements, setbacks and other conditions as shown on plat recorded in Plat Cabinet 1, Slide 120 of the Guernsey County Records.
- 14. Taxes for the second half of 2021 and subsequent years are a lien, but are not yet due and payable.

The County Treasurer's General Tax Records for the tax year 2021 are as follows PPN 060004106000

Taxes for the first half are a lien, now due and payable.

Taxes for the second half are a lien, not yet due and payable.

Per half amount \$257.11.

The above amount includes the following special assessments:

Assessment for 390 Muskingum Watershed in the amount of \$3.00 per half year.

Title Search Report Page 5 of 6

## Title Search Report Legal Description

Situated in the Township of Cambridge, City of Cambridge, County of Guernsey, and State of Ohio:

And being 0.044 acre more or less in the Third Quarter of Township 2 North, Range 3 West of the United States Military District. Also being known as part of Lot 15 of Morton's First Addition as recorded in Cabinet 1, Slide 120 of the Plat Book Records of Guernsey County, Ohio and being more particularly described as follows:

Beginning at an iron pin found at the Northwest corner of said Lot 15;

Thence with the North line of said Lot 15 and with the South line of a 15.00 foot alley South 87 deg. 45' 32" East a distance of 42.66 feet to an iron pin set at the Northeast corner of said Lot 15;

Thence with the East line of said Lot 15 and with the West line of South 12th Street South 02 deg. 11' 49" West a distance of 45.00 feet to an iron pin set;

Thence with the lands of now or formerly Ralph A. Doherty as recorded in Volume 333, Page 613 of the Deed Records of Guernsey County, Ohio North 87 deg. 45' 32" West a distance of 42.66 feet to an iron pin set;

Thence with the West line of said Lot 15 North 02 deg. 11' 49" East a distance of 45.00 feet to the beginning and containing 0.044 acre, more or less, and being all of the property conveyed in Volume 328, Page 353 of the Deed Records of Guernsey County, Ohio. Subject to all leases or easements of public record. Bearings are in accordance with a survey of the adjacent Lot 16. Iron pins set are 5/8-inch rebar 30-inches long, capped "GARDNER LS-6884".

A survey of the above-described property was made on June 5, 1986 by Steven L. Gardner, Registered Surveyor #6884.

PPN: 060004106000

Title Search Report Page 6 of 6

#### CONSUMER GUIDE TO AGENCY RELATIONSHIPS

### Ben Schafer Realty



We are pleased you have selected Ben Schafer Realty to help you with your real estate needs. Whether you are selling, buying or leasing real estate, Ben Schafer Realty 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 that agents can offer and their options for working with you:

#### Representing the 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 that represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents 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.

#### 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 confidentiality of all parties.

For more information on agency law in Ohio, contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or online at www.com.ohio.gov/real.

#### Working With Ben Schafer Realty

Ben Schafer Realty 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 Ben Schafer Realty 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. However, Ben Schafer Realty will still supervise both agents to assure that their clients are being fully represented.

While it is the policy of Ben Schafer Realty to allow a buyer and seller in the same transaction to be represented by two agents in our brokerage, it does not permit one agent to represent both parties. Therefore, a listing agent working directly with a buyer will represent only the seller's interests. The agent will still be able to provide the buyer with non-confidential information, prepare and present offers at their direction and assist the buyer in the financing and closing process. However, the buyer will represent their own interests. Because the listing agent has a duty of full disclosure to the seller, a buyer in this situation should not share any information with the listing agent that they would not want the seller to know. If a buyer wishes to be represented, another agent in Ben Schafer Realty can be appointed to act as their agent or they can seek representation from another brokerage.

The exception is when Ben Schafer, broker, is the listing agent. In this case Ben Schafer Realty will represent the seller only to ensure that a dual agency relationship is never developed.

#### Working With Other Brokerages

Ben Schafer Realty does offer representation to both buyers and sellers. When Ben Schafer Realty lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. Ben Schafer Realty 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 Ben Schafer Realty 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 Ben Schafer Realty will be representing your interests.

When acting as a buyer's agent, Ben Schafer Realty 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. (Effective: 3/25/08)

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 to acknowledge receipt of this pamphlet. Your signature will not obligate you to work with our company if you do not choose to do so.

<b>9</b> D	doloop verified 01/10/22 1-07 PM EST WCLC-2P7K-ZUIF-ANSU	Davianne Sidwell	dotloop verified 01=10/22 1:06 PM EST QGM2=15FH-VUHO-ELVM
Signature	Date	Signature	Date



BUYER/TENANT

## 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: 3/4 C AMRRIOGE OH Buyer(s): 1. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES The buyer will be represented by \_\_ ACENTED The seller will be represented by and ARCHITECACE. 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 will be working for both the buyer and seiler 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 perties' 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: TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT and real estate brokerage PLUSCHAFTE FAIT 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) a 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. dotloop verified 01/10/22 1:07 PM EST 40DD-HORR-CV3E-OMLK BUYERTERIORT D'115

DATE

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

#### **Lead Warning Statement**

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

<i>j</i> 01	NOTHING IS	ada vasea paint naz	aras is recommended	prior to purchase.	and a abjection
Sell	er's Disc	losure			
(a)	Presence	of lead-based pa	int and/or lead-base	ed paint hazards (check (i) or	P.S. A. C. A.
	(i)	Known lead-bas	ed naint and/or lead	go barris navaras (cuedic (1) of	r (II) below):
		(explain).	ce paint distar of feat	1-based paint hazards are pr	resent in the housing
(	(ii) <u>因</u>	Seller has no kno	owledge of lead-base	ed paint and/or lead-based o	paint hazards in the housing.
(0)	11000103	asia reports avails	ible to the seller (ch	eck (i) or (ii) below):	
•	(1)	Seller has provid	ed the purchaser wi	th all available records and hazards in the housing (list	reports pertaining to lead- documents below).
(	îi) <u>D</u>	Seller has no rep hazards in the h	orts or records perta ousing.	aining to lead-based paint a	nd/or lead-based paint
Purc	haser's /	Acknowledgment	(Initial)		
(0) _		Purchaser has re	ceived copies of all i	nformation listed above.	
(d) _		Purchaser has re-	ceived the pamphiet	Protect Your Family from Lead	1 in Your Home
(e) P	Purchase:	r has (check (i) or	(ii) below):		- III TOUR FROME.
		ment of appead	an ion ruse hiezetice of	tually agreed upon period) to if lead-based paint and/or le	ad-hased naint harands, as
(i	()	waived the oppor	rtunity to conduct a and/or lead-based p	risk assessment or increation	on for the presence of
Agen	Ks-Acim	owledgment (initi	all		
				seller's obligations under 42	115.5 40.00/11
		aware of his/her	responsibility to ens	ure compliance.	U.S.C. 4852(d) and is
Certif		of Accuracy		•	
			ed the information abo	man mod access, access, a constant	
inform	nation the	y have provided is	true and accurate.	ove and certify, to the best of the	neir knowledge, that the
	<u></u>		datioop verified 01/10/22 1:07 PM EST		
assi.			ILY9-XDO3-RXFS-FBK2	Davianne Sidwell	datloop verified 01/10/22 1:06 PM EST AVCV-FMVZ WSEP-6KYK
Purehi	aser /	<u> </u>	Date	Purchaser	
	MIL	12001	1-11-22	i wdiasci	Date
<b>Age</b> nt	1 00.40	VIII VIII	Date	Agent	Date

#### STATE OF OHIO DEPARTMENT OF COMMERCE

2013

SELLERS HAVE NEVER LIVED IN HOME!

#### 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 THIS FORM IS NOT A SUBSTITUTE FOR ANY SUBAGENT REPRESENTING THE OWNER. POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN INSPECTIONS. 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 Owner's Initials	01:10/22 1:07:PM FST	Date
Owner 2 millional		Date
	925	
	1/04 DELECT	l
	forloop verified	

Purchaser's Initials \_\_\_\_\_ Date \_ Purchaser's Initials Date

(Page 1 of 5)



## STATE OF OHIO DEPARTMENT OF COMMERCE

RESIDENTIA	L PROPERTY DISC	CLOSURE FORM	
Pursuant to section 5302.30 of the Revised Code and	d rule <u>1301:5-6-10</u> of the A	Administrative Code.	
TO BE COMPLETED BY OWNER (Please Print	n		
Property Address: 314 South 12th Street Cambridge	, Oh 43725		
Owners Name(s): Dan & Davianne Sidwell			
Date: 01/05/2022 ,20			
Owner 🔲 is 🛄 is not occupying the property. If o	wner is occupying the prop	erty, since what date:	
		perty, since what date:	
THE FOLLOWING STATEMENTS OF T	THE OWNER ARE BASI	ED ON OWNER'S ACTUAL KNOWLEDG	E
A) WATER SUPPLY: The source of water supply	to the property is (check s	innranciate haves).	
	Holding Tank	Unknows	
Private Water Service	Cistern	Other	
Private Well	Spring		
Shared Well	Pond		
	airs completed (but not long use? (NOTE: water usage user system servicing the Private Sewer Aeration Tank Other	will vary from household to household) Ye  property is (check appropriate boxes): Septic Tank Filtration Bed Inspected By: Dems with the sewer system servicing the prop	s No
Information on the operation and maintenance of department of health or the board of health of the	the type of sewage system health district in which t	n serving the property is available from the the property is located.	
C) ROOF: Do you know of any previous or curre If "Yes", please describe and indicate any repairs cor	ent leaks or other material puppleted (but not longer than	problems with the roof or rain gutters? Ye n the past 5 years):	s 🗆 No
D) WATER INTRUSION: Do you know of any p defects to the property, including but not limited to an If "Yes", please describe and indicate any repairs con	ny area below grade, basen		x other
Ourselle Leidiele		marks 101 William 5	
Owner's Initials Outlors ate Owner's Initials 1.07 PM 651 Date		Purchaser's Initials Date Date	
OWITET STITUTES 107-PM 531 Date 2 1:06 PM EST databop verified	(Page 2 of 5)	a movement of AMERICAN	

Property Address 314 South 12th St. Cambridge, Oh 43724				
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?  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				
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 1f "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   8) Water softener   9 Security System   9 Security Syst				
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 Date Purchaser's Initials Date Purchaser's Initials Date (Page 3 of 5)				

Property Address 314 South 12th St. Cambridge, Oh 43725
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?  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.  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? Yes No Yes No
Boundary Agreement     Boundary Dispute     Boundary Change     Boundary Change
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 Owner's Initials Date Purchaser's Initials Date Purchaser's Initials Date (Page 4 of 5)

01/10/22 1:06 PM EST dotloop verified

314 South	12th St.	Cambridge,	OH 43725
-----------	----------	------------	----------

#### Property Address

OWNER:

Davianne Sidwell

#### 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 dotloop verified 01/10/22 1:07 PM EST L9OP-CW6E-628E-ZIY1 OWNER: DATE: dotloop verified 01/10/22 1 06 PM EST ZYLT GPCU-N3CW-3GJA

#### RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

DATE:

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 The Department maintains an online map of known abandoned underground mines on their website at www.dnr.state.oh.us.

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:	DATE: