

# CALDWELL ONLINE REAL ESTATE AUCTION

**3 BED – 1 BATH – NEW METAL ROOF - PARTIALLY FINISHED BASEMENT - 1 CAR BASEMENT GARAGE – CALDWELL SCHOOLS – LOCATED IN THE VILLAGE OF CALDWELL – SELLS ABSOLUTE - OPPORTUNITY KNOCKS!!!**

**-BIDDING NOW OPEN-  
BIDDING WILL BEGIN TO CLOSE ON:  
WEDNESDAY, JUNE 1ST @ 7:00 P.M.**

**710 FRAZIER RD. CALDWELL, OH 43724**



**TERMS ON REAL ESTATE:** *There will be a 10% Buyer's Premium added to the final bid price to determine the contract price. Successful purchaser(s), will be required to deposit a \$2,500 non-refundable deposit down within 24 hours of the auction's end, with the balance due 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 handle the closing.*

*Opportunity Knocks w/this approximate 1,100 square foot home overlooking Duck Creek & within walking distance to downtown. This home offers three bedrooms, one full bath & a one car attached garage. Home also has partially finished basement with kitchen hook ups. Additional features include: new metal roof, upgraded electrical, newer hot water heater & central air. Home could use some cosmetic updating but has great bones! This property would be great for the first time home buyer, handyman, investor or those looking to downsize! Opportunity Knocks!!!*

**AUCTION BY ORDER OF: THE JEROME SANFORD ESTATE, CLIFF SICKLER ADMINISTRATOR – NOBLE COUNTY PROBATE CASE #20211046 – JOHN ESTADT, ATTORNEY**

**INSPECTION DATE:  
WEDNESDAY, MAY 25TH FROM 4:00 TILL 7:00 P.M.**



**AUCTION CONDUCTED BY:**

**ED AND BEN SCHAFFER AUCTIONEERS, LLC.  
BEN SCHAFFER REALTY**

**LANCE MILLER AUCTIONEER/REAL ESTATE AGENT**

**740-819-8838 lance@benschaferrealty.com**

**TO BID, GO TO:**

**WWW.EDANDBENSCHAFFER.COM**



**CALDWELL ONLINE REAL ESTATE AUCTION**  
**3 BED – 1 BATH – NEW METAL ROOF - PARTIALLY FINISHED**  
**BASEMENT - 1 CAR BASEMENT GARAGE – CALDWELL SCHOOLS –**  
**LOCATED IN THE VILLAGE OF CALDWELL – SELLS ABSOLUTE -**  
**OPPORTUNITY KNOCKS!!!**  
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**WWW.EDANDBENSCHAFER.COM**  
**740-305-5054 740-584-SALE**

**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?**    Yes \_\_\_\_\_ No \_\_\_\_\_

**May we contact you concerning other listings we have for sale?**    Yes \_\_\_\_\_ No \_\_\_\_\_

**Signature of Registrant** \_\_\_\_\_ **Date** \_\_\_\_\_

**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.

**TitleWave Real Estate Solutions**  
**TITLE SEARCH REPORT**

Order Number: 10403343  
Reference Number: STS15015

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

1. PERIOD SEARCHED:

The period covered in the search commenced with the Base Title as determined by Company and ends on: **April 07, 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:

Jerome E. Sanford (at the time of his death), by deed filed for record May 17, 1985 and recorded in Volume 160, Page 266 of the Noble County Records.

## 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. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
8. Compliance with requirements the Company deems necessary arising out of the Estate of Jerome E. Sanford, Noble County Probate Court Case No. 20211046.
9. Deed and legal description will be subject to county approval prior to filing.

## 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  
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. Title to that portion of the insured premises within the bounds of any legal highways.
14. Claims, if any, by the State of Ohio under the Medicaid recovery program, ORC Sections 5162.21 and 5162.211.
15. 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 29-0029211.000  
Taxes for the first half are paid.  
Taxes for the second half are paid.  
Per half amount \$322.83.

The above amount includes the following special assessment:

Assessment for 99/MWCD in the amount of \$3.00 per half year.



## Title Search Report Legal Description

Situated in the Village of Caldwell, Township of Noble, County of Noble, and State of Ohio and bounded and described as follows:

And being a part of Section #34, Township #7 North, Range #9 West, and being more particularly described as follows:

Commencing at a stone found on the East line of Railroad Street and the South line of Frazier Street,

Thence on the East line of Railroad Street, North 01 deg. East a distance of 28.00 feet to a point on the North line of Frazier Street,

Thence on the North line of Frazier Street, South 89 deg. East a distance of 196.80 feet to a railroad spike set, the beginning,

Thence North 01 deg. East a distance of 120.00 feet to an iron pin set,

Thence South 89 deg. East a distance of 50.00 feet to an iron pin set,

Thence South 01 deg. West a distance of 120.00 feet to a railroad spike set on the North line of Frazier Street, (having passed through an iron pin set at 105.00 feet),

Thence on the North line of Frazier Street, North 89 deg. West a distance of 50.00 feet to the beginning and containing 0.138 acres more or less, and being a part of the property conveyed in Volume 98, Page 627 of the Deed Records of Noble County, Ohio, and a more specific description of the above described property see Mortgage Deed Volume 54, Page 400 of the Mortgage Records of Noble County, Ohio.

The above described property is subject to all easements or leases of public record.

Iron pins set are 5/8 inch rebar.

Bearings are magnetic and are for angle purposes only.

A survey of the above described property was made by Joseph T. Spilker, Registered Surveyor #S-5862 on November 29, 1979.

PPN: 29-0029211.000



# 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](http://www.benschaferrealty.com)

[www.edandbenschafer.com](http://www.edandbenschafer.com)

**“CALL US FOR ALL YOUR REAL ESTATE OR  
AUCTIONEERING NEEDS!!!”**



June 1<sup>st</sup>, 2022

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

710 Frazier St. – Caldwell, Ohio 43724 being parcel # 29-0029211.000 being located in the Village of Caldwell now owned by the Estate of Jerome Sanford and being more fully described in the deed records of Noble 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

**1. PRICE:** Purchaser(s) agrees to pay the sum of a bid price of \_\_\_\_\_, plus a buyer's premium in the amount of \_\_\_\_\_ for a total contract price of \_\_\_\_\_ - (\$ \_\_\_\_\_)

(A) On the following terms: **THERE WILL BE A 10% BUYERS PREMIUM ADDED TO THE FINAL BID PRICE TO DETERMINE THE CONTRACT PRICE. SUCCESSFUL PURCHASER(S), WILL BE REQUIRED TO PAY A \$2500 NON-REFUNDABLE DEPOSIT DOWN WITHIN 24 HOURS OF AUCTION ENDING, WITH THE BALANCE DUE 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 HANDLE THE CLOSING.**

**2. TITLE/DEED:** Seller(s) shall convey to Purchaser(s) marketable title in fee simple by transferable and recordable **General Warranty** Deed with appropriate release of dower, free and clear of all liens and encumbrances except: (a) those created by or assumed by Purchaser(s); (b) zoning ordinances; (c) legal highways; (d) covenants, restrictions, conditions and easements of record and easements in place and in use which do not unreasonably interfere with present lawful use. It is the Purchaser's responsibility to determine that any conditions, covenants, easements or restrictions are suitable for his intended use of the property. If evidence of title in the form of a lender's title insurance policy, owner's title insurance policy or attorney title opinion is required, Purchaser(s) shall provide such evidence at Purchaser's expense. If Purchaser(s) or Purchaser's lender desires/requests a survey and/or appraisal, Purchaser(s) shall pay cost thereof. (Surveys required by Auditor's office, for or because of transfer, shall be paid for by the Seller(s)). If title to all or part of the real estate is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those accepted in this Purchase contract, Seller(s) shall within thirty (30) days after written notice thereof, remedy or remove the defect, lien, encumbrance, easement, condition, restriction or encroachment or obtain title insurance without exception therefore. At closing Seller(s) shall sign an affidavit with respect to off-record title matters in accordance with the community custom.

**3. TAXES AND ASSESSMENT** shall be pro-rated to the date of delivery of deed, based on the latest available rates and valuations, and all agricultural use tax recoupments for year through the date of closing. Purchaser(s) to pay agricultural use tax recoupments, if necessary. Seller(s) warrants that no improvement services (site or area) have been installed, furnished or notification received from any public authority which may be assessed against the real estate.

Purchaser(s)/Seller(s) acknowledge there are 3 pages to this entire contract.

Purchaser(s) Initial \_\_\_\_\_ Initial \_\_\_\_\_

Seller(s) Initial \_\_\_\_\_ Initial \_\_\_\_\_

**PROPERTY ADDRESS: 710 Frazier Rd. - Caldwell, Ohio 43724**

**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.

**8. HOME WARRANTY:** Home warranties **DO NOT COVER PRE-EXISTING DEFECTS or CONDITIONS.** Nor do they preclude the advisability of a home inspection. **Purchaser(s)** does \_\_\_\_\_ or does not \_\_\_\_\_ want a home warranty. The cost of said plan will be paid by the **Seller(s)** \_\_\_\_\_ **Purchaser(s)** \_\_\_\_\_. Warranty plan will be purchased 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 receive compensation in connection with the sale of the Home Warranty Plan)

**9. FAIR HOUSING:** "It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex familial status as defined in Section 4112.01 of the Revised Code, ancestry, disability as defined in that section, or national origin, Military Status or to so discriminate in advertising the sale or rental of housing, in the financing of housing or in the provisional 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."

**10. SEX OFFENDER REGISTRATION AND NOTIFICATION LAWS:** In Ohio, sex offenders are required to notify sheriff's offices when they move into the area. Information regarding said notification may be obtained by contacting the local sheriff's office in Ohio. **Purchaser(s)** are relying on their own inquiry with the local sheriff's office as to registered sex offenders in the area and are not relying on the **Seller(s)** or any **REAL ESTATE AGENT** involved in the transaction.

**11. CLOSING** shall be at the office of **BEN SCHAFER REALTY or** \_\_\_\_\_ on or before **July 16th, 2022**. If closing is to be cash, the closing cost shall be paid by **Purchaser(s)**.

**12. POSSESSION:** Possession of the real estate shall be given to **Purchaser(s)** @ **CLOSING**.

**13. DURATION OF OFFER:** This offer is open for acceptance to and **including 9:00 P.M. on June 7th, 2022** and upon such acceptance, it shall become binding upon and accrue to the benefit of the **Purchaser(s)** and **Seller(s)** and their respective heir, executor, administrators and assigns. This contract shall be governed by the laws of the State of Ohio. Any amendments or modifications hereof, must be in writing and signed by the parties.

**Purchaser(s)/Seller(s)** acknowledge there are 3 pages to this entire contract.

<b>Purchaser(s)</b>	Initial _____	Initial _____
<b>Seller(s)</b>	Initial _____	Initial _____

**PROPERTY ADDRESS: 710 Frazier Rd. - Caldwell, Ohio 43724**

**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.

**WE HEREBY ACKNOWLEDGE RECEIPT OF SAID DEPOSIT OF \$2,500.00 WHICH SHALL BE DEPOSITED IN BROKER'S TRUST ACCOUNT UPON ACCEPTANCE OF CONTRACT.**

RECEIVED BY \_\_\_\_\_ Date \_\_\_\_\_

Ben Schafer Realty / Lance Miller  
SELLING OFFICE / SELLING AGENT

Ben Schafer Realty / Lance Miller  
LISTING OFFICE / LISTING AGENT

PURCHASER(S)	ADDRESS	TELEPHONE	DATE

OWNERSHIP/TITLE TO: \_\_\_\_\_

**ACTION BY SELLER(S):** The undersigned Seller(s) has read and fully understands the foregoing offer and hereby (  ) accepts said offer and agrees to convey the REAL ESTATE according to the above terms and conditions, (  ) rejects said offer, or (  ) counters offer according to the above modifications initialed and dated by Seller(s) or on the Addendum to Contract. Counter-offer shall become null and void if not accepted in writing on or before \_\_\_\_\_ o'clock (A.M.) (P.M.)

SELLER(S)	ADDRESS	TELEPHONE	DATE

# 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](http://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.

Clifford N. Sickler, Executor  
Name (Please Print)

\_\_\_\_\_  
Name (Please Print)

Clifford N. Sickler 2/9/2022  
Signature Date  
Executor

\_\_\_\_\_  
Signature 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.

**Seller's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

→ (ii) CNS Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

→ (ii) CNS 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 (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) CNS waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (initial)**

(f) BS Agent 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.

<u>[Signature]</u>	<u>2/9/2022</u>		
Seller	Date	Seller	Date
<u>[Signature]</u>	<u>1/8/22</u>		
Purchaser	Date	Purchaser	Date
<u>[Signature]</u>	<u>1/8/22</u>		
Agent	Date	Agent	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 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: 710 FRAZIER ST. - COLDWELL, OH 43724

Buyer(s): \_\_\_\_\_

Seller(s): JEROME SAUFORD, ESTATE / CLIFF SICKLER, EXECUTOR

## I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

The seller will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

## II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage \_\_\_\_\_ represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) \_\_\_\_\_ work(s) for the buyer and Agent(s) \_\_\_\_\_ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents \_\_\_\_\_ and \_\_\_\_\_ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain.*

## III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) BELL SCHAFER and real estate brokerage BELL SCHAFER REALTY will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain.*

represent only the (check one)  seller or  buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

## CONSENT

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

BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

SELLER/LANDLORD \_\_\_\_\_

DATE 2/9/2022

BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

SELLER/LANDLORD \_\_\_\_\_

DATE \_\_\_\_\_



### Residential Property Disclosure Exemption Form

To Be Completed By Owner

Property Address:

710 Frazier St, Caldwell, Ohio 43724

Owner's Name(s):

Jerome Sanford Estate, Clifford N. Sicker, Executor



Ohio law requires owners of residential real estate (1-4 family) to complete and provide to the buyer a Residential Property Disclosure Form disclosing certain conditions and information concerning the property known by the owner. The Residential Property Disclosure Form requirement applies to most, but not all, transfers or sales of residential property.

Listed below are the most common transfers that are exempt from the Residential Property Disclosure Form requirement.

The owner states that the exemption marked below is a true and accurate statement regarding the proposed transfer:

- (1) A transfer pursuant to a court order, such as probate or bankruptcy court;
- (2) A transfer by a lender who has acquired the property by deed in lieu of foreclosure;
- (3) A transfer by an executor, a guardian, a conservator, or a trustee;
- (4) A transfer of new construction that has never been lived in;
- (5) A transfer to a buyer who has lived in the property for at least one year immediately prior to the sale;
- (6) A transfer from an owner who both has inherited the property and has not lived in the property within one year immediately prior to the sale;
- (7) A transfer where either the owner or buyer is a government entity.

**ALTHOUGH A TRANSACTION MAY BE EXEMPT FOR THE REASON STATED ABOVE, THE OWNER MAY STILL HAVE A LEGAL DUTY TO DISCLOSE ANY KNOWN LATENT DEFECTS OR MATERIAL FACTS TO THE BUYER.**

#### OWNER'S CERTIFICATION

By signing below, I state that the proposed transfer is exempt from the Residential Property Disclosure Form requirement. I further state that no real estate licensee has advised me regarding the completion of this form. I understand that an attorney should be consulted with any questions regarding the Residential Property Disclosure Form requirement or my duty to disclose defects or other material facts.

Owner: Clifford N. Sicker, Executor of Jerome Sanford Estate Date: 2/7/2022

Owner: \_\_\_\_\_ Date: \_\_\_\_\_

#### BUYER'S ACKNOWLEDGEMENT

Potential buyers are encouraged to carefully inspect the property and to have the property professionally inspected. Buyer acknowledges that the buyer has read and received a copy of this form.

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

This is not a state mandated form. This form has been developed by the Ohio REALTORS® for use by REALTORS® assisting owners in the sale of residential property. The exemptions noted above are not a complete list of the transfers exempt from the Residential Property Disclosure Form requirement. All exempted transfers are listed in ORC § 5302.30(B)(2). The Ohio REALTORS® is not responsible for the use or misuse of this form.

