### ABSOLUTE LOWELL OHIO ONLINE ONLY REAL ESTATE AUCTION

4.8+/- ACRES - HOME - GARAGE - HILLTOP WITH BREATHTAKING VIEW - WITHIN 7 MILES FROM I-77 - EXCELLENT LOCATION - ADAMS TOWNSHIP - WASHING-TON COUNTY - LOWELL - OHIO - OPORTUNITY KNOCKS!!!

BIDDING WILL BEGIN TO CLOSE ON: TUESDAY, MARCH 21ST @ 7:00 P.M.

5310 LOWELL HILL RD. – LOWELL, OHIO 45744



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 will be required to deposit a \$2,500.00 non-refundable deposit within 24 hours of auction's end, with the 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.

Opportunity Knocks With this 4.8 +/- acres of real estate. If you are in the market for a 1243 sq. ft 3 BR 1 BA home with attached garage and workshop, and breathtaking views, you will want to look at this property. This long-time family home features an open concept kitchen to family room with fireplace. From the basement you can walk into the sun-room which leads to the garage, storage area and workshop. Home is in need of renovations and/or repairs, but would make an ideal property for those "Do-It Yourselfers". There is a lot of opportunity for someone here, as the setting for this property is picturesque and offers panoramic views of the Muskingum River Valley. Opportunity Knocks!

INSPECTION DATES
TUESDAY, MARCH 14TH FROM 5:00 TILL 6:30 P.M.
SUNDAY, MARCH 19TH FROM 1:00 TILL 2:30 P.M.

OWNER: BRENDA HUCK/CHRISTINA MERRY

TO BID, GO TO:
WWW.EDANDBENSCHAFER.COM



**AUCTION CONDUCTED BY:** 

ED AND BEN SCHAFER AUCTIONEERS, LLC.
BEN SCHAFER REALTY

CARLA WICKHAM—LISTING AGENT

740-581-8454 caria@benschaferrealty.com

WWW.EDANDBENSCHAFER.COM

740-305-5054

### 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		
E-Mail		
Driver's License #	Registration #	
Would you like added to our mailing list?	YesNo	
May we contact you concerning other listing	gs 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!!!"



March 21st, 2023

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

5310 Lowell Hill Rd. - Lowell, Ohio 45744being three parcels (parcel #'s 010000496000, 010000492000, and 010000484000) containing 4.8+/acres located in Adams Township of Washington County, Ohio now being owned by Brenda S. Huck and Christina L. Merry and being more fully
described in the deed records of Washington County 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), doorbell and chimes, attached	carpeting and floor	or 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`
premium in the amount of		for a total contract price of
		- (\$
(A) On the following terms: THERE WILL BE A 10% BUYERS CONTRACT PRICE. SUCCESSFUL PURCHASER(S), WILL BE WITHIN 24 HOURS OF AUCTION ENDING, WITH THE BALANO WARRANTIES IMPLIED OR EXPRESSED. PROPERTY STITLE WILL HANDLE THE CLOSING.	E REQUIRED TO ANCE DUE WITH	O PAY A \$2,500.00 NON-REFUNDABLE DEPOSIT DOW! HIN 45 DAYS.   PROPERTY SELLS "AS-IS, WHERE-IS" W
2. TITLE/DEED: Seller(s) shall convey to Purchaser(s) marketable release of dower, free and clear of all liens and encumbrances except highways; (d) covenants, restrictions, conditions and easements of represent lawful use. It is the Purchaser's responsibility to determine the use of the property, title work has been completed — it is the responsence of the insurance policy, owner's title insurance policy or Purchaser's expense. If Purchaser(s) or Purchaser's lender desired required by Auditor's office, for or because of transfer, shall be paradetermined by Ohio law with reference to the Ohio State Bar Assensements, conditions, restrictions or encroachments other than the written notice thereof, remedy or remove the defect, lien, encumb without exception therefore. At closing Seller(s) shall sign an afficustom.	t: (a) those created be record and easemer that any conditions, consibility of purchastrorney title opin es/requests a survey aid for by the Selle sociation's Standar ose accepted in this prance, easement, controlled the record of the selle sociation.	by or assumed by <b>Purchaser(s)</b> ; (b) zoning ordinances; (c) legarits in place and in use which do not unreasonably interfere with covenants, easements or restrictions are suitable for his intender asser to pay for title search. If evidence of title in the form of mion is required, <b>Purchaser(s)</b> shall provide such evidence asy and/or appraisal, <b>Purchaser(s)</b> shall pay cost thereof. (Survey ler(s). If title to all or part of the real estate is unmarketable, and of Title Examination or is subject to liens, encumbrance is Purchase contract, <b>Seller(s)</b> shall within thirty (30) days after condition, restriction or encroachment or obtain title insurance.
3. TAXES AND ASSESSMENT shall be pro-rated to the date of declared tax recoupments for year through the date of closing. Purchaser improvement services (site or area) have been installed, furnished or real estate.	r(s) to pay agricultu	ural use tax recoupments, if necessary. Seller(s) warrants that n
Purchaser(s)/Seller(s) acknowledge there are <u>3</u> pages to this entire	contract.	
Purchaser(s)	Initial	Initial

Initial

Initial

Seller(s)

### PROPERTY ADDRESS: 5310 Lowell Hill Rd. - Lowell, Ohio 45744

- 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.

advisability of a home inspection. Purchaser(s) the Seller(s) Purchaser(s). Warn the Warranty company known as through:	loes anty plan will be pu	or does not want a harchased at the cost of \$	
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	, transfer, assign, rer rwise deny or make sed Code, ancestry, using, in the financi to sell or rent a dwe	nt, lease, sublease or finance h unavailable housing accommo disability as defined in that s ng of housing or in the provisi	a 4112.02 of the Revised Code and the Federal Fair tousing accommodations, refuse to negotiate for the adations because of race, color, religion, sex familial section, or national origin, Military Status or to so onal real estate brokerage services. It is also illegal, iding the entry into the neighborhood of a person or
move into the area. Information regarding said no	otification may be o	btained by contacting the loca	ors are required to notify sheriff's offices when they all sheriff's office in Ohio. <b>Purchaser(s)</b> are relying not relying on the <b>Seller(s)</b> or any <b>REAL ESTATE</b>
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 <i>May 5<sup>th</sup></i> - 2023. If
12. POSSESSION: Possession of the real estate	shall be given to Pu	rchaser(s) @ CLOSING.	
	f the Purchaser(s)	and Seller(s) and their respect	larch 23rd, 2023 and upon such acceptance, it shall live heir, executor, administrators and assigns. This eof, must be in writing and signed by the parties.
Purchaser(s)/Seller(s) acknowledge there are 3	pages to this entire o	contract.	
	Purchaser(s)	Initial	Initial
	Seller(s)	Initial	Initial

### PROPERTY ADDRESS: 5310 Lowell Hill Rd. - Lowell, Ohio 45744

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.

		Date		
Ben Schafer Realty			Ben Schafer	
SELLING OFFICE		/	SELLING AGEN	Γ
Ben Schafer Realty			Carla Wickham	
LISTING OFFICE		/	LISTING AGENT	
PURCHASER(S)	ADDRESS	TI	ELPHONE	DATE
OWNERSHIP/TITLE TO:				
ACTION BY SELLER(S): The und and agrees to convey the REAL ES	TATE according to the above s initialed and dated by Seller	terms and conditions (s) or on the Addence	ns, ( ) rejects said offer lum to Contract. Counter	or ( ) counters off
according to the above modification void if not accepted in writing on or	before	o clock (A.MI.) (F.MI.	,	

### 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: 10709644 Reference Number: STS15407

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: **November 18, 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:

Brenda S. Huck and Christina L. Merry, by deeds filed for record March 10, 2004 and recorded in OR Volume 388, Page 1921 and OR Volume 388, Page 1923 of the Washington County Records.

Subject to the Life Estate interest of Marjorie E. Brown and Chris W. Brown.

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. 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. Information furnished to the Company discloses that Marjorie E. Brown may now be deceased. The death of said decedent needs to be established of record, terminating the interest of said decedent as created in the document referred to below:

Document: Quit Claim

Name, as it appears on the document: Life Estate interest reserved for Chris W. Brown

Recording Date: 03/10/2004

Recording No: Book 388, Page 1923

Document: Quit Claim

Name, as it appears on the document: Life Estate interest reserved for Marjorie E.

Brown

Recording Date: 03/10/2004

Recording No: Book 388, Page 1921

The Company reserves the right to add additional items or make further requirements after review of the requested documentation

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. Oil and Gas Lease recorded in Volume 225, Page 510 of the Washington County Records. NOTE: This Company makes no representation as to the present ownership of this lease.
- 14. Taxes for the year of 2022 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 010000496000

Taxes for the first half are paid.

Taxes for the second half are paid.

Per half amount \$213.43.

The above amount includes the following special assessment:

Assessment for XXXX in the amount of \$3.00 per half year.

PPN 010000492000

Taxes for the first half are paid.

Taxes for the second half are paid.

Per half amount \$13.47.

Note: Attention is directed to the fact that current real estate taxes are undeveloped land values.

PPN 010000484000

Taxes for the first half are paid.

Taxes for the second half are paid.

Per half amount \$1.88.

Note: Attention is directed to the fact that current real estate taxes are undeveloped land values.

Title Search Report Page 5 of 6

### Title Search Report Legal Description

### Tract One:

Situated in the Township of Adams, County of Washington, and State of Ohio:

Being part of 100 Acre Lot Nos. 26 and 27, Cats Creek Allotment, more fully described as follows:

Beginning at a stone 258.5 feet North from SW corner of 15 acre tract conveyed by Raleigh Mason to Charles L. Brown, at Deed Book 156, Page 68;

Thence North 201.5 feet to a stone;

Thence in a line bearing North 27 deg. East 644 feet to the center of County Road;

Thence East along said road 183 feet;

Thence back to the place of beginning, containing in all 2.3 acres, more or less, there being 2.08 acres in Lot No. 27 and 0.22 acre in Lot No. 26. Grantees to have right of way on newly graded outlet from land to County Road.

Tract Two:

Situated in the Township of Adams, County of Washington, and State of Ohio.

Being part of 100 Acre Lot Nos. 26 and 27 in Cats Creek Allotment, more fully described as follows:

Beginning at a stone 460 feet North from SW corner of 15 acre tract conveyed by Raleigh Mason to Charles L. Brown and recorded in Deed Book 156, Page 68;

Thence North 715 feet to center of County Road;

Thence East along center of said road 320 feet;

Thence back to place of beginning containing in all 2 1/2 acres, more or less, in Lot No. 27. Grantee to have right of way on newly graded outlet from land to County Road.

PPN: 010000492000 PPN: 010000484000 PPN: 010000496000

Title Search Report Page 6 of 6

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BUYERTENANT





### 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.)

Prop	erty A	Address: 5310 Lowell Hill R	oad, Lowell, OH 45744	372 Wa WKC	
Buy	er(s):		21 V2V		
Sell	er(s):	Brenda Huck and Christin	a Merry	90	
		I. TRANSACTIO	N INVOLVING TWO AGENT	S IN TWO DIFFERENT	BROKERAGES
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If tw	vo age	ents in the real estate brokers	CTION INVOLVING TWO AC age		ROKERAGE
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SELLERILANDLORD

### **DUAL AGENCY**

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

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

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

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

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

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

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

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

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

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



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



Effective 02/10/19

### Ohio REALTORS® **Residential Property Disclosure Exemption Form** To Be Completed By Owner Property Address: 5310 Lowell Hill Road, Lowell, OH 45744 Owner's Name(s): Brenda Huck and Christina Merry 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 (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: Brenda Huck dolloop verified 02/20/23 2:47 PM EST VOTM.XIEZ.NA(95-ZOTD Date: Owner: Christina Merry **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:

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.

Buyer:

### 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.

for pos	sible lead-based paint hazards is recommended pr	ior to purchase.	•
Seller	s Disclosure		
(a) Pr	esence of lead-based paint and/or lead-based	paint hazards (check (i) or (ii) belo	w):
(i)	Known lead-based paint and/or lead-lead-lead-lead-lead-lead-lead-lead-	pased paint hazards are present in	the housing
CH	✓ Seller has no knowledge of lead-based cords and reports available to the seller (chec	•	zards in the housing.
	Seller has provided the purchaser with based paint and/or lead-based paint it	all available records and reports	
270903 50 CH had 920023 245 PM 631 odoop verled	Seller has no reports or records pertain hazards in the housing.	ning to lead-based paint and/or le	ead-based paint
Purch	aser's Acknowledgment (initial)		
(c)	Purchaser has received copies of all ir	formation listed above.	
(d)	Purchaser has received the pamphlet	Protect Your Family from Lead in You	ır Home.
(e) Pu	rchaser has (check (i) or (ii) below):		
(i)	received a 10-day opportunity (or mut ment or inspection for the presence of		
(ii)	waived the opportunity to conduct a lead-based paint and/or lead-based p	•	he presence of
Agent	's Acknowledgment (initial)		
(f)	Agent has informed the seller of the saware of his/her responsibility to ensure	_	4852(d) and is
Certifi	cation of Accuracy		
The fo	lowing parties have reviewed the information aboation they have provided is true and accurate.	ove and certify, to the best of their kno	owledge, that the
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(Split Agency & Dual Agency – Model Policy)

# CONSUMER GUIDE

### TO AGENCY

## RELATIONSHIPS

Brokerage Name



We are pleased you have selected (brokerage) to help you with your real estate needs. Whether you are selling, buying or leasing real estate, (brokerage) 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.

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.

## Representing the Sellers

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

## Working With (brokerage)

(Brokerage) 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 (brokerage) 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. (Brokerage) will still

supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

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

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

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

# Working With Other Brokerages

When (brokerage) lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. (Brokerage) 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 (brokerage) shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead, that company will be looking out for the buyer and (brokerage) will be representing your interests.

When acting as a buyer's agent, (brokerage) also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

### Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, 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. (Liffective: 9/28/11)

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.

Name	(Please Print)
Brenda Huck	doutoop verified 08/08/22 7:17 PM EDT XFWK-WUZR-LSAT-K17T
Signature	Date
Name	(Please Print)
Christina Merry	dotloop verified 08/07/22 9:07 PM EDT QXAW-26RY-QDNP-BWRV

Revised: 9/2011

Date

Signature







