

# ABSOLUTE NORTH END ZANESVILLE ONLINE REAL ESTATE AUCTION

**2 BED - 1 BATH - 2.84 ACRES - CONVENIENT LOCATION - ZANESVILLE CITY SCHOOLS - WALK OUT BASEMENT - OPPORTUNITY KNOCKS!!!**

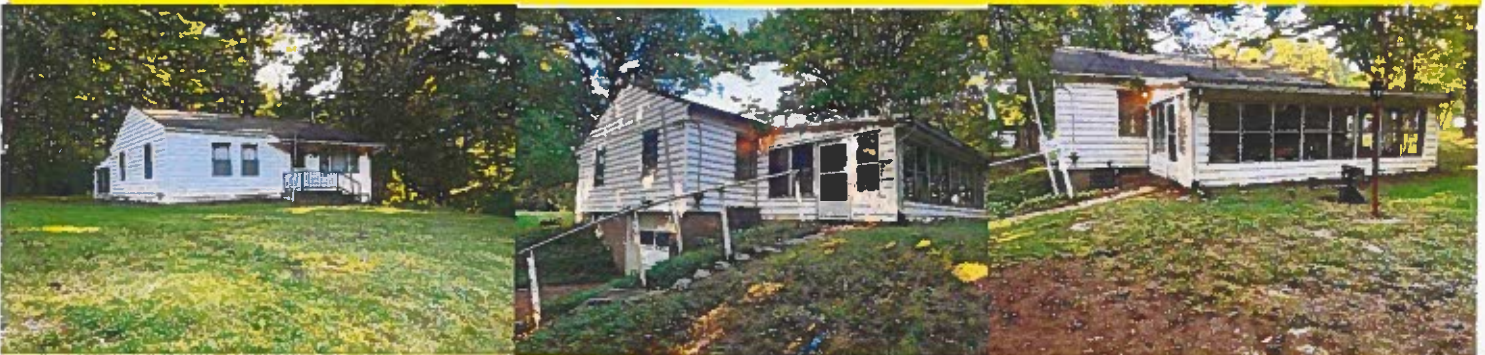
**BIDDING WILL BEGIN TO CLOSE ON:  
WEDNESDAY, SEPTEMBER 27th @ 7:00PM**

**1030 SOMERS ST ZANESVILLE, OH 43701**

*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.*

**-BIDDING NOW OPEN-**

**TO BID, GO TO: [WWW.EDANDBENSCHAFER.COM](http://WWW.EDANDBENSCHAFER.COM)**



## **INSPECTION DATES:**

**WEDNESDAY SEPTEMBER 20h FROM 3:00PM TILL 5:00PM**

**SUNDAY SEPTEMBER 24h FROM 3:00PM TILL 5:00PM**

Opportunity Knocks w/this approximate 1,000 sqft home located in the very desirable North End of Zanesville. Located on a quiet street with easy access to schools, shopping, dining & medical facilities. This home offers two bedrooms, 1 bath, sunroom, tuck under 1 car garage & upgraded HVAC system. Home is situated on 2.84+/- acres offering plenty of privacy and room to spread out and relax! Home could use some cosmetic updates but could easily be transformed a place you call home! A rare find in this market! Opportunity Knocks!!!

**OWNER: Betty J. Jividen**

**AUCTION CONDUCTED BY:**

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

**BEN SCHAFFER REALTY**

**LANCE MILLER AUCTIONEER/REAL ESTATE AGENT**

740-819-8838 [lance@benschaferrealty.com](mailto:lance@benschaferrealty.com)

[WWW.EDANDBENSCHAFER.COM](http://WWW.EDANDBENSCHAFER.COM)

740-305-5054 740-584-SALE



**DRAWING IS FOR ILLUSTRATIONAL PURPOSES ONLY**



**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** \_\_\_\_\_



# BEN SCHAFFER REALTY ED AND BEN SCHAFFER, 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!!!”**



September 27<sup>th</sup>, 2023

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

Being 1030 Somers St. – Zanesville, Ohio 43701 being situated in the City of Zanesville, being parcel #86-04-0402-000 now being owned by Joann Jividen and being more fully described in the deed records of Muskingum 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 \$2,500.00 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** 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, title work has been completed – it is the responsibility of purchaser to pay for title search. 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: 1030 Somers St. – Zanesville, Ohio 43701**

**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 plan 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 SCHAFFER REALTY** or \_\_\_\_\_ on or before **November 13<sup>th</sup>, 2023**. 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 8:00 P.M. – September 28<sup>th</sup>, 2023** 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: 1030 Somers St. – Zanesville, Ohio 43701**

**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 \$ \_\_\_\_\_ 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

**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: 11258723  
Reference Number: STS16172

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: **July 24, 2023 at 6:59 AM**

2. Policy or Policies to be issued:

Policy to be Issued:

\_\_\_\_\_ 2006 ALTA Owner's Policy (12/01/2015)

\_\_\_\_\_ ALTA Homeowner's Policy (12/02/2013)

Proposed Insured: To Be Determined

Amount of Insurance:

Policy to be Issued:

\_\_\_\_\_ 2006 ALTA Loan Policy (10/01/2010)

\_\_\_\_\_ ALTA Short Form Residential Loan Policy Modified - Ohio (12/03/2012)

Proposed Insured: To Be Determined

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:

Joann Jividen, by Certificate of Transfer filed for record August 05, 2019, and recorded in OR Book 2862, Page 907 of the Muskingum 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. NOTE: Deed and/or legal description are subject to county and/or planning commission approval prior to filing. In some counties, this includes a digital review. For more information, contact the Muskingum County Auditor.
8. 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.

**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. Terms and provisions of Restrictions, easements, setbacks and other conditions as shown on plat recorded in Plat Book 8, Page 41 of the Muskingum County Records.
14. Terms and provisions of Restrictions, easements, setbacks and other conditions as shown on plat recorded in Plat Book 5, Page 63 of the Muskingum County Records.
15. Liens in favor of the State of Ohio filed, but not yet indexed in the dockets of the County Common Pleas Clerk.
16. Taxes for the year of 2023 and subsequent years are a lien, but are not yet due and payable.

The County Treasurer's General Tax Records for the tax year 2022 are as follows  
PPN 86-04-04-02-000  
Taxes for the first half are paid.  
Taxes for the second half are paid.  
Per half amount \$698.73.

The above amount includes the following special assessment:  
Assessment for C980000000-MUSK WATERSHED in the amount of \$3.00 per half year.

Title Search Report  
Legal Description

Situated in the City of Zanesville, County of Muskingum, State of Ohio:

Being all of Lots 13, 14, 15, 16, and part of Lot 12 of Blancetts Subdivision recorded in Plat Book 8, Page 41 and part of Lots 321, 322, 323, 324, 325, 326, and 327 of Maple Hill recorded in Plat Book 5, Page 63, further being all of the Lillian P. Miller property recorded in Deed Book Volume 1144, Page 198 further being all of Muskingum County Auditor's Parcel Numbers 86-04-04-02-000, 86-04 04-03-000, 86-04-04-04-000, 86-04-04-05-000, 86-04-04-12-000, 86-04-04-13 000, 86-04-04-17-000, 86-04-04-18-000, 86-05-02-12-000, 86-05-02-13-000, 86-05-02-14-000, 86-05-02-15-000, 86-05-02-16-000, 86-05-02-17-000, 86-05-02 26-000, 86-05-02-27-000, and 86-05-02-28-000, and more particularly described as follows;

Beginning at an iron pin (set) at the Northwest corner of said Lot 16 of Blancetts Subdivision, further being on the South line of Somers Street;

#1- Thence South 87 deg. 27' 18" East, 153.57 feet along the South line of Somers Street and North line of said Lots 15 and 16 of Blancetts Subdivision to an iron pin (set) at the Northeast corner of said Lot 15 and West line of a 20 foot wide alley;

#2- Thence South 02 deg. 32' 42" West, 150.00 feet along the East line of said Lot 15 and West line of said alley to an iron pin (set) at the Southeast corner of said Lot 15 and North line of said Lot 327 of Maple Hill;

#3- Thence South 87 deg. 27' 18" East, 20.00 feet along the North line of said Lot 327 and crossing said alley to an iron pin (set) at the Southwest corner of said Lot 14 of Blancetts Subdivision;

#4- Thence North 02 deg. 32' 42" East, 150.00 feet along the West line of said Lot 14 and East line of said alley to an iron pin (set) at the Northwest corner of said Lot 14 and South line of Somers Street;

#5- Thence South 87 deg. 27' 18" East, 120.00 feet along the South line of Somers Street and North line of Lots 12, 13, and 14 to an iron pipe (found) at a common corner for said Miller property and for the Eugene R. Agin and Carol Agin property recorded in Deed Book Volume 1117, Page 141;

#6- Thence South 02 deg. 32' 42" West, 140.00 feet leaving Somers Street, into said Lot 12 and along the common line for said Miller and Agin properties to an iron pipe (found) at a common corner for said properties and for the Thomas A. Arnold and Sarah M. Arnold property recorded in Deed Book Volume 1032, Page 123;

#7- Thence South 01 deg. 03' 37" West, 100.22 feet along the common line for said Miller and Arnold properties, crossing into and crossing said Lot 327 to an iron pin (found) within said Lot 326 on the North line of the Mildred F. Combs property recorded in Official Record Volume 1880, Page 270;

#8- Thence North 87 deg. 39' 51" West, 99.42 feet along said Miller and Combs properties to an iron pipe (found);

#9- Thence South 11 deg. 32' 23" East, 61.92 feet continuing along said properties, into

Title Search Report  
Legal Description, continued

and crossing said Lot 325 to an iron pipe (found) on the common line for said Lots 324 and 325;

#10- Thence South 02 deg. 25' 42" West, 50.00 feet continuing along said properties and crossing said Lot 324 to an iron pin (set) on the common line for said Lots 323 and 324, passing an iron pipe (found) at 40.00 feet;

#11- Thence South 87 deg. 33' 30" East, 13.53 feet continuing along said properties and Lot line to an iron pin (set) at the Northwest corner of the Ronita J. Bruce and James S. Bruce property recorded in Deed Book Volume 1148, Page 336;

#12- Thence South 02 deg. 14' 20" West, 150.00 feet along said Miller and Bruce properties and the West line of the Martha J. Houk Trustee property 2262, Page 797, crossing said Lots 321 , 322, and 323 to an iron pin (found) on the common line for said Lot 321 and Lot 320 of said Maple Hill Subdivision;

#13- Thence North 87 deg. 33' 30" West, 220.27 feet along said Lot line and common line if said Miller property and Peggy J. Grensted property recorded in Official Record Volume 2157, Page 46 including said Lot 320 to an iron pin (set) at a common corner for said Lots 320 and 321, further being on the East line of the Muskingum Valley Park District property recorded in Official Record Volume 2710, Page 105;

#14- Thence North 01 deg. 51' 43" East, 501.01 feet along the West line of Maple Hill and Blancetts Subdivision and East line of said Muskingum Valley Park District property and the Beth McKee property recorded in Deed Book Volume 1094, Page 513, and the Cornett Properties LLC property recorded in Official Record Volume 2580, Page 466, to the place of beginning, containing 2.824 acres.

86-04-04-02-000 Part of Lot 327 0.131 Acres  
86-04-04-03-000 Part of Lot 327 0.205 Acres  
86-04-04-04-000 Part of Lot 326 0.219 Acres  
86-04-04-05-000 Part of Lot 326 0.096 Acres  
86-04-04-12-000 Part of Lot 325 0.233 Acres  
86-04-04-13-000 Part of Lot 324 0.239 Acres  
86-04-04-17-000 Part of Lot 323 0.254 Acres  
86-04-04-18-000 Part of Lot 321 0.253 Acres  
Part of Lot 322 0.253 Acres  
86-05-02-12-000 All of Lot 16 0.216 Acres  
86-05-02-13-000 All of Lot 15 0.310 Acres  
86-05-02-14-000 Part of Lot 14 0.161 Acres  
86-05-02-15-000 Part of Lot 1 3 0.129 Acres  
86-05-02-16-000 Part of Lot 13 0.032 Acres  
86-05-02-17-000 Part of Lot 12 0.064 Acres  
86-05-02-26-000 Part of Lot 12 0.005 Acres  
86-05-02-27-000 Part of Lot 13 0.012 Acres  
86-05-02-28-000 Part of Lot 14 0.012 Acres

The bearings within this description are based on State Plane Coordinate Grid (Ohio South 1983) derived from GPS Observations. Iron pins (set) are 5/8" rebar with identification caps (C.R. Harkness P.L.S.6885).

Title Search Report  
Legal Description, continued

This description was written by Charles R. Harkness Professional Land Surveyor #6885 from an actual survey completed on September 7, 2018 in accordance with Chapter 4733-37 of the Administrative Code, and is intended to be used for the legal transfer of the property described and does not intend to describe any apparent easements nor easements of record, unless otherwise indicated.

Deed Reference: OR Book 2862, Page 907

PPN: 86-04-04-02-000

# Residential Property Disclosure Exemption Form



To Be Completed By Owner

Property Address:

1030 Somers St Zanesville, OH 43701

Owner's Name(s):

Betty J. Jividen

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: Betty J. Jividen

Date: Aug 28, 2023

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

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

## BUYER'S ACKNOWLEDGMENT

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 for the use of 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 § 302.30(B)(2) misuse of this form.



# 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: 1030 Somers Street, Zanesville, OH 43701

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

Seller(s): Joann Jividen

## 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 principal 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) Lance Miller and real estate brokerage Ben 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

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

Betty J. Jividen  
SELLER/LANDLORD DATE

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



# DUAL AGENCY

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

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

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

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

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

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

**Management Level Licensees:** Generally, the 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:



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

