

# ROBERT L. PORTER ESTATE ABSOLUTE REAL ESTATE AND CHATTEL AUCTION

**1768+/- SQUARE FOOT BRICK RANCH HOME – 14.5+/- ACRES – 3 BEDROOMS – 2 ½ BATHS – FULL BASEMENT – OVERSIZED 2-CAR GARAGE – EXCELLENT LOCATION – MINERALS TRANSFER – CAMBRIDGE TOWNSHIP – GUERNSEY COUNTY – OHIO – OPPORTUNITY KNOCKS!!!  
-ALSO SELLING TRACTOR – FIREARMS – MOWERS – HOUSEHOLD – AND MORE-**

**SATURDAY, FEBRUARY 21ST STARTING @ 10:30 A.M.**

**-REAL ESTATE TO SELL @ HIGH NOON-**

**65535 8TH STREET RD. – CAMBRIDGE, OHIO**

**TERMS ON REAL ESTATE:** There will a 10% auction premium added to the final bid price to determine contract price. Successful purchaser will be required to give a \$10,000.00 non-refundable deposit the day of auction, with the balance due @ closing (within 45 days). This property will sell "ABSOLUTE" w/ no minimums or reserve. This property sells "AS-IS/WHERE-IS" w/ no warranties implied or expressed. Property will sell w/ no contingencies, financing or otherwise. Any minerals that the seller owns will transfer – there will be no reservation of minerals. Purchasers are relying on their own due diligence to determine the status of the minerals. Veteran's Title and Closing Agency LLC will manage the closing – purchaser will be responsible for title insurance. All information contained herein was derived from sources believed to be correct, but not warranted. Any announcements on auction day will take precedence over any or all printed material.



## INSPECTION DATES:

**SUNDAY, FEBRUARY 8TH  
FROM 1:00 TILL 3:00 P.M.**

**SUNDAY, FEBRUARY 15TH  
FROM 1:00 TILL 3:00 P.M.**

**-PLEASE FEEL FREE TO WALK PROPERTY AT YOUR CONVENIENCE-**

**Opportunity Knocks w/ this well-maintained brick ranch home located in Cambridge Township, Guernsey County, Ohio. This property features a 1768+/- square foot, one owner, brick ranch home built in 1990 – situated on 14.5+/- acres offering a rare combination of comfortable country living with close proximity to Cambridge, Ohio. This home offers 3 good-sized bedrooms (master w/ master bath and walk-in closet), 2 ½ bathrooms, first floor laundry, a full unfinished basement and an over-sized 2 car attached garage (has a third overhead door on back of home). This home is designed for convenient one-floor living, while still providing ample basement space for storage, hobbies, or future finishing. Utilities include well water, private septic, electric service, w/ gas heat and central air-conditioning. The brick exterior and ranch style layout provide durability, efficiency and low maintenance. With the 14.5+/- acres – you have plenty of room for recreation, gardening, livestock or to just enjoy the peaceful country-like setting. Any minerals seller own's will transfer. If you are in the market for a well-built home conveniently located with room to sprawl out on – be sure to check this property out, Opportunity Knocks!!!**

## AUCTION BY ORDER OF:

**CAROLYN SAFT, EXECUTRIX OF ROBERT L. PORTER, ESTATE – GUERNSEY COUNTY PROBATE CASE  
#25PE055634 – JAMES SKELTON, ATTORNEY**

## AUCTION CONDUCTED BY:

**BEN SCHAFFER REALTY**

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

**www.edandbenschafer.com    www.benschaferrealty.com**

**740-305-5049**

**740-305-5054**

**BEN SCHAFFER, BROKER/AUCTIONEER – 740-584-SALE**

**ED SCHAFFER, AUCTIONEER/AGENT – 740-584-2921**

**LANCE MILLER, AUCTIONEER/AGENT – 740-819-8838**

**BEN WAGNER, AUCTIONEER – 740-885-1236**



**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 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!!!"**



February 21<sup>st</sup>, 2026

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

Being 65535 8<sup>th</sup> Street Rd. – Cambridge, Ohio 43725 being 14.532+/- acres having two parcels (PN – 02-0000702.000 and PN – 06-0009108.001) now being owned by the Estate of Robert L. Porter being located in Cambridge Township of Guernsey County and being more fully described in the deed records of Guernsey County, Ohio together with all hereditaments, appurtenances, rights, privileges and easements thereunto belonging, but subject to all legal highways, zoning ordinances, easements, restrictions, and conditions of record.

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

**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% 'Auction Premium' added to the final bid price to determine the contract price. Successful purchaser will give a \$10,000.00 non-refundable deposit on the day of the auction, with the balance due at closing (within 45 days). This property will sell "AS-IS, WHERE-IS, w/ no warranties implied or expressed. Property will sell with no contingencies, financing or otherwise. Veteran's Title and Closing Services, LLC (James R. Skelton, Atty.) will handle the closing, purchaser to pay for Owner's Title Insurance and Title Search fees and any other customary closing costs. All information contained herein was derived from sources believed to be correct, but not warranted. Any announcements on the day of auction will take precedence over any and all printed material.*

**2. TITLE/DEED:** Seller(s) shall convey to Purchaser(s) marketable title in fee simple by transferable and recordable **Fiduciary** 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: 65535 8<sup>th</sup> Street Rd. – Cambridge, 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 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 SCHAFER REALTY or** \_\_\_\_\_ on or before **April 7<sup>th</sup>, 2026**. 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 4:00 P.M. on February 21<sup>st</sup>, 2026** 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: 65535 8<sup>th</sup> Street Rd. – Cambridge, 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/NON-REFUNDABLE DEPOST:** 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. The money given down is not considered Earnest Money – it is considered a Non-Refundable deposit and non-performance of the purchaser will result in the deposit being retained by the Seller.

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**  
**SELLING OFFICE** / **Ben Schafer**  
**SELLING AGENT**

**Ben Schafer Realty**  
**LISTING OFFICE** / **Ben Schafer**  
**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 ( **X** ) 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
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

# Veteran's Title and Closing Services, LLC

James R. Skelton  
309 Main Street  
Coshocton, OH 43812  
740-622-2011  
Fax: 740-622-0100

A policy issuing agent for:  
AmTrust Title Insurance Company

December 16, 2025

Ed and Ben Schafer Auctioneers  
536 West Street  
Caldwell, Ohio 43724  
Attn: Ben Schafer

RE: 11.89± ac. and 2.642± ac., Secs. 7 and 8, City of Cambridge, Cambridge Twp.,  
Guernsey County  
(65535 North 8<sup>th</sup> Street Road, Cambridge, Ohio 43725)

Dear Mr. Schafer:

We have examined the title to the above captioned premises for the period exceeding 40 years and ending on December 16, 2025. The indices to the public records located in Guernsey County disclose the following:

I. **PRESENT TITLE OWNER:** (Parcel No. 02-0000702.000) – **Robert L. Porter**, by virtue of an Affidavit that Shirley A. Porter died July 5, 2021, signed and acknowledged July 18, 2021, filed for record July 29, 2021, and recorded in Volume 576, Page 5934, Guernsey County Official Records, and by virtue of a Survivorship Deed granted by Robert L. Porter and Shirley A. Porter, husband and wife, signed and acknowledged May 11, 1993, filed for record May 12, 1993, and recorded in Volume 61, Page 864, Guernsey County Official Records, and by virtue of a Warranty Deed granted by Vivian M. Radcliff, Trustee, formerly Vivian M. Steenberger, Trustee, signed and acknowledged December 24, 1979, filed for record January 16, 1980, and recorded in Volume 338, Page 388, Guernsey County Deed Records.

(Parcel No. 06-0009108.001) - **Robert L. Porter**, by virtue of an Affidavit that Shirley A. Porter died July 5, 2021, signed and acknowledged July 18, 2021, filed for record July 29, 2021, and recorded in Volume 576, Page 5934, Guernsey County Official Records, and by virtue of a Survivorship Deed granted by Robert S. Wear and Sandra L. Wear, husband and wife, signed and acknowledged February 12, 1999, filed for record May 27, 1999, and recorded in Volume 217, Page 26, Guernsey County Official Records.

II. **MORTGAGES:** NONE

III. **LIENS, LEASES AND ENCUMBRANCES:**

1. A right of way granted by John H. and Ruth I. Hosfelt, husband and wife, unto Guernsey-Muskingum Electric Cooperative, Inc., signed and acknowledged September 14,

1984, filed for record December 20, 1989, and recorded in Volume 385, Page 354, Guernsey County Deed Records.

a) Said right of way applies to parcel number 06-0009108.001.

2. An agreement for conditional limited time gas service between John Hosfelt, no marital status, and Columbia Gas Transmission Corporation, signed and acknowledged October 31, 1984, filed for record February 28, 1985, and recorded in Volume 361, Page 977, Guernsey County Deed Records.

IV. **TREASURER'S TAX DUPLICATE:**

Parcel No.	Lot/Acre	Land	Bldg.	Total	Tax ½
02-0000702.000	11.89± ac.	48817	136209	185026	\$1,168.91*
06-0009108.001	2.642±ac.	2910	0	2910	\$26.32*

Taxes for the year 2024 are paid. Taxes for the year 2025 and thereafter are not yet due or payable and are a lien on the premises.

**The premises are subject to a Homestead Reduction.**

**\*Taxes include a special assessment of \$1.00 per half for the Muskingum Watershed Conservancy District.**

**Veteran's Title and Closing Services, LLC hereby limits its liability under this preliminary title report to the fee charge for the same. It is suggested that an Owner's or Lender's Title Insurance Policy be obtained for any transaction that would exceed these limits.**

Very truly yours,  
Veteran's Title and Closing Services, LLC

BY:

  
James R. Skelton

JRS/dgm

## EXHIBIT "A"

### PARCEL ONE:

Situated in the Township of Cambridge, County of Guernsey, and State of Ohio, and being a part of the northeast quarter of Section #7, Township #2 north, Range #3 west, and being more particularly described as follows:

Commencing at a railroad spike set In the center of County Road #33 at the southeast corner of the northeast quarter of Section #7, thence on the south line of the northeast quarter of Section #7, North  $85^{\circ} 49' 39''$  West, a distance of 23.44 feet to an iron pin set, the BEGINNING, thence with a fence and the south line of Section #7, North  $85^{\circ} 49' 39''$  West, a distance Of 900.00 feet to an iron pin set, thence .with a fence, North  $03^{\circ} 33' 28''$  East, a distance of 446.74 feet to an Iron pin set on the south bank Of Wills Creek, thence with the south bank of Wills Creek the next two (2) calls:

1. North  $81^{\circ} 10' 08''$  East, a distance of 483.88 feet to an iron pin set.
2. North  $73^{\circ} 40' 29''$  East, a distance of 483.05 feet to an iron pin set, thence with bits and pieces of fence, South  $05^{\circ} 41' 10''$  West, a distance of 725.00 feet to the beginning and containing 11.890 acres more or less, and being all of the property conveyed in Volume 263, Page 565 of the deed records of Guernsey County, Ohio.

Subject to all easements or leases of public record.

Iron pins set are 5/8 inch rebar. Bearings are for angle purposes only.

A survey of the above described property was made by Joseph T. Spilker, Registered Surveyor #S-5862 on November 1, 1979.

PARCEL NO.: 02-0000702.000

### PARCEL TWO:

Situated in the City of Cambridge, Cambridge Township, Guernsey County, Ohio, and being 2.642 acres more or less in the Northwest Quarter of Section #8, Township #2 North, Range #3 West of the United States Military Lands Survey and being more particularly described as follows:

Beginning at the Southwest corner of the Northwest Quarter of Section #8, thence with the west line of the Northwest Quarter of Section #8 and the lands of now or formerly Robert Porter as found in Official Record Book 61, Page 864 North  $04^{\circ} 45' 32''$  East a distance of 680.00 feet to an iron pin set on the south side of Wills Creek, thence with the south side of Wills Creek and a new division line through the lands of now or formerly Robert Wears as found .in Official Record Book 14 Page 728 the following three (3) calls:

1. North  $59^{\circ} 25' 03''$  East a distance of 125.71 feet to an iron pin set.
2. North  $76^{\circ} 50' 16''$  East a distance of 403.84 feet to an iron pin set.
3. North  $82^{\circ} 18' 37''$  East a distance of 122.95 feet to an iron pin set in the center of C.R. #33, thence with the center of C.R. #33 and a new division line through the lands of now or formerly said Robert Wears South  $33^{\circ} 48' 14''$  East a distance of 82.22 feet to a P.K. nail set, thence with the lands of now or formerly the City of Cambridge as found in Volume 139 Page 432 and the center of C.R. #33 the following seven calls:



1. South 65°29' 13" West a distance of 569.42 feet to a Railroad spike found.
2. South 57°58' 55" West a distance of 71.46 feet to a Railroad spike found.
3. South 46°54' 07" West a distance of 52.89 feet to a Railroad spike found.
4. South 34°40' 30" West a distance of 61.14 feet to a Railroad spike found.
5. South 24°17' 04" West a distance of 65.70 feet to a Railroad spike found.
6. South 12°38' 12" West a distance of 81.41 feet to a Railroad spike found.
7. South 05°46' 54" West a distance of 283.26 feet to the beginning and containing 2.642 acres more or less and being a part of the property conveyed to Robert Wears as found in Official Record Book 14 Page 728.

Subject to all easements or leases of public record.

Iron pins set are 5/8 inch rebar 30 inches long capped SPILKER LS-5862.

Bearings are magnetic and are for angle purposes only.

A Survey of the above described property was made by Joseph T. Spiker, Registered Surveyor #S-5862 on February 9, 1999.

PARCEL NO.: 06-0009108.001

(Known as: 65535 8<sup>th</sup> Street Road, Cambridge, Ohio 43725)

(Split Agency & Dual Agency – Model Policy)  
**CONSUMER GUIDE TO AGENCY RELATIONSHIPS**



**BEN SCHAFER  
REALTY**  
536 Main St. – Caldwell, Ohio  
[www.benschaferrealty.com](http://www.benschaferrealty.com)  
**740-305-5054**



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. 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).

### **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. All buyers working with an agent must sign a written agency agreement prior to any of the following: touring of, or making an offer for, any residential property, or signing a residential lease of 18 months or longer. This agreement must include expiration dates, fair housing information, relationship exclusivity, and terms of compensation, as well as a conspicuous statement that broker fees and commissions are not set by law, are fully negotiable, and may be paid by the seller, the buyer, the landlord, the tenant, or a third party, or by sharing or splitting the fees and commissions between brokers.

### **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.

### **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. BEN SCHAFFER REALTY 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 BEN SCHAFFER REALTY 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 BEN SCHAFFER REALTY has listed. In that instance, BEN SCHAFFER REALTY 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 BEN SCHAFFER REALTY lists property for sale, it may elect to cooperate with, and offer compensation to, other brokerages that represent buyers. BEN SCHAFFER 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 SCHAFFER REALTY 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 BEN SCHAFFER REALTY will be representing your interests.

When acting as a buyer's agent, BEN SCHAFFER 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, 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.

Blockbusting is illegal and defined as, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to sign below 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.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

*Carolyn L. Saff* 12/15/2025

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## AGENCY DISCLOSURE STATEMENT

The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay 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: 65535 NORTH EIGHTH STREET ROAD - CAMBRIDGE OH 43725

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

Seller(s): CAROLYN SAFT, EX OF ROBERT PORTER ESTATE

### 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) BEN 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

BUYER/TENANT

DATE

SELLER/LANDLORD

DATE

# DUAL AGENCY

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

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

- Treat both clients honestly;
- 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:



**Department  
of Commerce**

Division of Real Estate  
& Professional Licensing

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





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) \_\_\_\_\_ 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) \_\_\_\_\_ 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) \_\_\_\_\_ 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.

Carolyn S. Laft, Executive 12/15/2025  
Seller Date Seller Date

BS 12/15/25  
Purchaser Date Purchaser Date  
Agent Date Agent Date

## Residential Property Disclosure Exemption Form

To Be Completed By Owner

Property Address:

65535 NORTH EIGHTH ST. RD. - (CAMBRIDGE, OH 43725)

Owner's Name(s):

ROBERT PORTER ESTATE

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: Carolyn I Left Executor ofDate: 12/15/2025Owner: Estate of Robert Porter

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: \_\_\_\_\_



**LINES ARE APPROXIMATE AND ARE FOR ILLUSTRATION  
PURPOSES ONLY**