

Land Auction

Tues. December 3rd @ 4 P.M.

Sandusky County – Jackson Township

2 Tracts – 26.9 Acres +/-



Located: West of SR 635 on CR 41 then North on CR 72 (Millersville, OH)

Neighboring Address is 991 CR 72, Helena, Ohio

Tract 1: 11.7 Acres +/- currently planted to Hay w/202' of frontage on CR 72.

Tract 2: 15.2 Acres +/- cropland w/354' of frontage on CR 72.

TERMS: A non-refundable down payment of 10% is due auction day per tract with cash or check, balance due at closing within 45 days. **Taxes:** Prorated. **Possession:** At closing.

Liobardo Garcia, Owner

26.9 Acres +/-



Paul Wagner & Mike Watson, Auctioneers
Kristy Gottfried & Ken Lucius, Realtors
WMS Marketing Services
1400 E. Wyandot Ave. Upper Sandusky, OH
Ph: 419-294-4366 – paul@wmsohio.com



WMS

WWW.WMSOHIO.COM

AUCTION SERVICES

SOLD IT

wmsohio.com

PROPOSED TRACTS FOR L. GARCIA

LOCATED IN PART OF THE SE 1/4 OF SEC. 7 &
PART OF THE SW 1/4 OF SEC. 8, JACKSON TWP.,
SANDUSKY COUNTY, OHIO



(ASSUMED)

SCALE: 1" = 200'

NOTE: THE ABOVE ACRES AND DIMENSIONS ARE ESTIMATES ONLY.
FINAL ACRES AND PARCEL LINES WILL BE DETERMINED FROM
AN ACTUAL FIELD SURVEY, IF NEEDED.

JOB # 19000-S
DATE: 10-30-19

K O E H L E R S U R V E Y I N G , I N C .

P. O. BOX 28 UPPER SANDUSKY, OHIO 43351 (419) 294 - 5388

CONSUMER GUIDE TO AGENCY RELATIONSHIPS

WMS Marketing Services LLC

We are pleased you have selected WMS Marketing Services LLC to help you with your real estate needs. Whether you are selling, buying or leasing real estate, WMS Marketing Services LLC 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 agents can offer and their options for working with you.

For more information on agency law in Ohio you can also contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or on their website www.com.state.oh.us.

Representing Sellers

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

Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information and account for any money they handle in the transaction.

Dual Agency

Occasionally the same agent and brokerage who represents the seller also represents the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position in the transaction. They may not advocate the position of one client over the best interests of the other client, or disclose any 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 confidential information of both parties.

Working With WMS Marketing Services LLC

WMS Marketing Services LLC 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 WMS Marketing Services LLC 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. WMS Marketing Services LLC 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, that agent and WMS Marketing Services LLC will act as dual agents but only if both parties agree. As dual agents 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 it 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 WMS Marketing Services LLC has listed. In that instance WMS Marketing Services LLC 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 WMS Marketing Services LLC lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. WMS Marketing Services LLC 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 WMS Marketing Services LLC 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 WMS Marketing Services LLC will be representing your interests. When acting as a buyer's agent, WMS Marketing Services LLC 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.

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, acknowledging receipt of this Consumer Guide. Your signature will not obligate you to work with our company if you do not choose to do so.

 10-16-12
Name (Please Print)

Name (Please Print)

Signature Date

Signature Date



Property Record Card - Sandusky County, Ohio

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General Parcel Information	
Parcel	14-07-00-0008-00
Owner	GARCIA, LIOBARDO
Address	CR 72
Mailing Address Line 1	GARCIA, LIOBARDO
Mailing Address Line 2	P O BOX 6
Mailing Address Line 3	HELENA OH 43435
Land Use	199 - OTHER AGR. USE QUAL CAUV
Legal Description	14 4 7 PT SE1/4 25.9965AC
Tax District	14
School District	LAKOTA LSD
Township	JACKSON TOWNSHIP
City	UNINCORPORATED

Valuation Details						
Appraised Land Value	Assessed Land Value	Appraised Improvements Value	Assessed Improvements Value	Appraised CAUV Value	Assessed CAUV Value	Taxable Value
\$139,400	\$48,790	\$3,300	\$1,160	\$24,220	\$8,480	\$9,640

Land Details					
Land Type	Acreage	Depth	Frontage	Depth Factor	Value
A0 - Row	0.26	0	0	100	\$0
A5 - Tillable	25.32	0	0	100	\$121,540
A8 - Woodland	0.42	0	0	100	\$800

Agricultural Details				
Soil Type	Land Usage	Land Type	Acres	Value
DUB	C - Crop	C - Crop	18.26	\$8,400
HAB	C - Crop	C - Crop	3.96	\$7,760
MS	C - Crop	C - Crop	3.1	\$6,390
DUB	R - Right of Way	R - Right of Way	0.22	\$0
MS	R - Right of Way	R - Right of Way	0.04	\$0
DUB	W - Woodland	W - Woodland	0.01	\$0
MS	W - Woodland	W - Woodland	0.41	\$160

Sales Details			
Date	Buyer	Seller	Price
7/1/2001	GARCIA, LIOBARDO	GARCIA, LIOBARDO	\$55,800
7/1/1994	GARCIA, LIOBARDO	GARCIA, LIOBARDO	\$0
9/1/1988	GARCIA, LIOBARDO	Unknown	\$28,373

Card 1 - Improvements					
Code	Description	Year Built	Dimensions	Area	Value
60	Utility Shed	2010	30 x 20	600	\$1,700
60	Utility Shed	2010	20 x 12	240	\$1,300

Property Record Card - Sandusky County, Ohio

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General Parcel Information	
Parcel	14-08-04-0044-00
Owner	GARCIA, LIOBARDO
Address	CR 41
Mailing Address Line 1	GARCIA, LIOBARDO
Mailing Address Line 2	P O BOX 6
Mailing Address Line 3	HELENA OH 43435
Land Use	500 - RESIDENTIAL VACANT LAND
Legal Description	14 4 8 LOT 44, MILLERSVILLE
Tax District	14
School District	LAKOTA LSD
Township	JACKSON TOWNSHIP
City	UNINCORPORATED

Valuation Details						
Appraised Land Value	Assessed Land Value	Appraised Improvements Value	Assessed Improvements Value	Appraised CAUV Value	Assessed CAUV Value	Taxable Value
\$1,700	\$600	\$0	\$0	\$110	\$40	\$40

Land Details					
Land Type	Acreage	Depth	Frontage	Depth Factor	Value
L2 - Rear Lot	0.1722	150	50	111	\$1,670

Agricultural Details				
Soil Type	Land Usage	Land Type	Acres	Value
DUB	C - Crop	C - Crop	0.15	\$70
MS	C - Crop	C - Crop	0.02	\$40

Sales Details			
Date	Buyer	Seller	Price
7/1/2001	GARCIA, LIOBARDO	GARCIA, LIOBARDO	\$55,800
7/1/1994	GARCIA, LIOBARDO	GARCIA, LIOBARDO	\$0
9/1/1988	GARCIA, LIOBARDO	Unknown	\$28,373

Property Record Card - Sandusky County, Ohio

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General Parcel Information	
Parcel	14-08-04-0045-00
Owner	GARCIA, LIOBARDO
Address	CR 41
Mailing Address Line 1	GARCIA, LIOBARDO
Mailing Address Line 2	P O BOX 6
Mailing Address Line 3	HELENA OH 43435
Land Use	501 - RESID UNPLAT 0-09.99 ACRES
Legal Description	14 4 8 LOT 45 MILLERSVILLE
Tax District	14
School District	LAKOTA LSD
Township	JACKSON TOWNSHIP
City	UNINCORPORATED

Valuation Details						
Appraised Land Value	Assessed Land Value	Appraised Improvements Value	Assessed Improvements Value	Appraised CAUV Value	Assessed CAUV Value	Taxable Value
\$1,700	\$600	\$0	\$0	\$320	\$110	\$110

Land Details					
Land Type	Acreage	Depth	Frontage	Depth Factor	Value
L2 - Rear Lot	0.1722	150	50	111	\$1,670

Agricultural Details				
Soil Type	Land Usage	Land Type	Acres	Value
DUB	C - Crop	C - Crop	0.02	\$10
MS	C - Crop	C - Crop	0.15	\$310

Sales Details			
Date	Buyer	Seller	Price
7/1/2001	GARCIA, LIOBARDO	GARCIA, LIOBARDO	\$55,800
7/1/1994	GARCIA, LIOBARDO	GARCIA, LIOBARDO	\$0
9/1/1988	GARCIA, LIOBARDO	Unknown	\$28,373

Property Record Card - Sandusky County, Ohio

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General Parcel Information	
Parcel	14-08-04-0046-00
Owner	GARCIA, LIOBARDO
Address	CR 41
Mailing Address Line 1	GARCIA, LIOBARDO
Mailing Address Line 2	P O BOX 6
Mailing Address Line 3	HELENA OH 43435
Land Use	500 - RESIDENTIAL VACANT LAND
Legal Description	14 4 8 LOT 46 MILLERSVILLE
Tax District	14
School District	LAKOTA LSD
Township	JACKSON TOWNSHIP
City	UNINCORPORATED

Valuation Details						
Appraised Land Value	Assessed Land Value	Appraised Improvements Value	Assessed Improvements Value	Appraised CAUV Value	Assessed CAUV Value	Taxable Value
\$1,700	\$600	\$0	\$0	\$350	\$120	\$120

Land Details					
Land Type	Acreage	Depth	Frontage	Depth Factor	Value
L2 - Rear Lot	0.1722	150	50	111	\$1,670

Agricultural Details				
Soil Type	Land Usage	Land Type	Acres	Value
MS	C - Crop	C - Crop	0.17	\$350

Sales Details			
Date	Buyer	Seller	Price
7/1/2001	GARCIA, LIOBARDO	GARCIA, LIOBARDO	\$55,800
7/1/1994	GARCIA, LIOBARDO	GARCIA, LIOBARDO	\$0
9/1/1988	GARCIA, LIOBARDO	Unknown	\$28,373

Property Record Card - Sandusky County, Ohio

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General Parcel Information	
Parcel	14-08-04-0047-00
Owner	GARCIA, LIOBARDO
Address	CR 41
Mailing Address Line 1	GARCIA, LIOBARDO
Mailing Address Line 2	P O BOX 6
Mailing Address Line 3	HELENA OH 43435
Land Use	500 - RESIDENTIAL VACANT LAND
Legal Description	14 4 8 LOT 47 MILLERSVILLE
Tax District	14
School District	LAKOTA LSD
Township	JACKSON TOWNSHIP
City	UNINCORPORATED

Valuation Details						
Appraised Land Value	Assessed Land Value	Appraised Improvements Value	Assessed Improvements Value	Appraised CAUV Value	Assessed CAUV Value	Taxable Value
\$1,700	\$600	\$0	\$0	\$350	\$120	\$120

Land Details					
Land Type	Acreage	Depth	Frontage	Depth Factor	Value
L2 - Rear Lot	0.1722	150	50	111	\$1,670

Agricultural Details				
Soil Type	Land Usage	Land Type	Acres	Value
MS	C - Crop	C - Crop	0.17	\$350

Sales Details			
Date	Buyer	Seller	Price
7/1/2001	GARCIA, LIOBARDO	GARCIA, LIOBARDO	\$55,800
7/1/1994	GARCIA, LIOBARDO	GARCIA, LIOBARDO	\$0
9/1/1988	GARCIA, LIOBARDO	Unknown	\$28,373

Property Record Card - Sandusky County, Ohio

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General Parcel Information	
Parcel	14-08-04-0048-00
Owner	GARCIA, LIOBARDO
Address	CR 41
Mailing Address Line 1	GARCIA, LIOBARDO
Mailing Address Line 2	P O BOX 6
Mailing Address Line 3	HELENA OH 43435
Land Use	500 - RESIDENTIAL VACANT LAND
Legal Description	14 4 8 LOT 48 MILLERSVILLE
Tax District	14
School District	LAKOTA LSD
Township	JACKSON TOWNSHIP
City	UNINCORPORATED

Valuation Details						
Appraised Land Value	Assessed Land Value	Appraised Improvements Value	Assessed Improvements Value	Appraised CAUV Value	Assessed CAUV Value	Taxable Value
\$2,900	\$1,020	\$0	\$0	\$430	\$150	\$150

Land Details					
Land Type	Acreage	Depth	Frontage	Depth Factor	Value
L2 - Rear Lot	0.2961	150	86	111	\$2,860

Agricultural Details				
Soil Type	Land Usage	Land Type	Acres	Value
MS	C - Crop	C - Crop	0.2	\$410
MS	W - Woodland	W - Woodland	0.06	\$20

Sales Details			
Date	Buyer	Seller	Price
7/1/2001	GARCIA, LIOBARDO	GARCIA, LIOBARDO	\$55,800
7/1/1994	GARCIA, LIOBARDO	GARCIA, LIOBARDO	\$0
9/1/1988	GARCIA, LIOBARDO	Unknown	\$28,373

Producer Farm Data Report

Crop Year: 2020

Date: 11/6/19 12:33 PM

Page: 1

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained the MIDAS system, which is the system of record for Farm Records.

Producer Name and Address

GARCIA, LIOBARDO
PO BOX 6
HELENA OH 43435-0006

Telephone: None

Recording County Office Name

Sandusky, Ohio

State & County	Number of Farms	Number of Tracts	Farmland	Relationship to Farm Tract	Farmland	Cropland	DCP Cropland	CRP Cropland	Eff DCP Cropland	HEL Code	Wetland Code
Sandusky, OH	1	1	26.24	Owner	26.24	26.24	26.24	0.0	26.24	N	DNC

HEL Codes	SA = HEL: Sys Applied SNA = HEL: Sys Not Applied	SNR = HEL: Sys Not Required 2YR = HEL: 2-yr Implement	DNC = Determination Not Complete N = Not HEL	Wetland Codes	WL = Wetland N = No Wetland	DNC = Determination Not Complete
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Sandusky Co FSA Office
2000 Countryside Drive
Fremont, Ohio 43420
Phone: 419-663-6330
Fax: 855-835-5411

Farm 8741
Tract 32368

Sandusky Co, Ohio

Map Created June 19, 2018



Wetland Determination Identifiers

- Restricted Use
- ▲ Limited Restrictions
- Exempt from Conservation Compliance Provisions

All of the following are true
unless otherwise indicated:

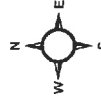
All Crops=NI and GR

Corn=YEL; Soybeans=COM; Wheat=SRW

Common Land Unit

□ CLU Boundary

CRP Conservation Reserve Program



United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).



WMS Marketing Services

Irrevocable Letter of Instruction Re: Down Payment

I have purchased the real estate located at County Road 72, Helena, OH 43435 under the terms and conditions of the attached Contract to Purchase dated December 3, 2019.

As part of this transaction I am to make a down payment of money to **WMS Marketing Services** who will then deposit the money in their trust account or as noted in the Contract to Purchase until it is time for closing.

I understand that the funds I have provided to **WMS Marketing Services** are to be used as part of the purchase price. However, in the event I do not close on this property, I irrevocably instruct **WMS Marketing Services** to disburse my down payment as instructed.

A non-refundable (except in the case of a non-marketable title) down payment of _____ to apply toward Purchase Price and to be deposited by Broker, upon acceptance of this offer, in a non-interest bearing trust account pending closing. In the event this Contract to Purchase does not close for any reason than as agreed, Purchaser agrees that the down payment shall be disbursed by Broker 5 days from closing date unless Broker is previously notified in writing by purchaser that litigation has been filed with a court of competent jurisdiction. A copy of the filing must be attached.

I authorize and approve **WMS Marketing Services**, to follow the instructions from the Broker as to the distribution of my down payment as follows: **DOWN PAYMENT DISBURSMENT:** Broker is authorized to act as a trust agent to accept and deposit in a trust account upon acceptance of said offers, down payment from prospective Purchasers making written offers to purchase the Real Estate. If the down payment is forfeited by a Purchaser through default, Seller shall receive one-half (1/2) and Broker one-half (1/2), (after reimbursement of incurred Broker expenses), but not in excess of what the full commission would have been, not as liquidated damages, but to apply to damages which the Seller and Broker may suffer on account of the default of Purchaser.

Further, I agree to hold **WMS Marketing Services** harmless for any such expenditures to any individuals or entities.

I have reviewed the Contract to Purchase dated _____, and this Irrevocable Letter of Instruction:

1. I understand the terms and conditions of both documents.
2. I am voluntarily entering these agreements.
1. I realize that this authorization could result in none of my down payment being returned to me.

Dated: _____

WMS Marketing Services, llc

CONTRACT TO PURCHASE BARE LAND AT PUBLIC AUCTION

(This is a legally binding contract. If not understood, seek legal advice. For real estate advice, consult your Realtor)

DATE: December 3, 2019

1. **PROPERTY DESCRIPTION:** The undersigned Purchaser agrees to purchase from the undersigned owner (seller) through *WMS Marketing Services, LLC*, (Broker), the following described real estate in Helena, Sandusky County, OH and known as County Highway 72, Helena, OH 43435; Parcel #140700000800, 140804004400, 140804004500, 140804004600, 140804004700, 140804004800; Legal: 14 4 7 PT SE1/4, 14 4 8 LOT 44, 14 4 8 LOT 45, 14 4 8 LOT 46, 14 4 8 LOT 47, 14 4 8 LOT 48; Sandusky Co.; Jackson Twp; 26.9 Acres +/-
2. **PRICE AND TERMS:** Purchaser agrees to pay the amount of the high bid \$ _____ plus the buyer premium of \$ _____ for a **Total Contract Price of \$ _____** for the Real Estate as follows:
Bare Land Purchase: \$ _____ per acre (purchase price shall be adjusted as needed to the 1/10th acre based off final acreage at time of transfer);
Improved Real Estate Purchase: \$ _____ **Total Contract Price.** A non-refundable (except in the case of a non-marketable title) down payment of \$ _____ to apply toward the Purchase Price and to be deposited by Broker, upon acceptance of this offer, in a non-interest bearing trust account pending closing. In the event this Contract to Purchase does not close for any reason other than as agreed, Purchaser agrees that the down payment shall be disbursed by Broker 5 days from closing date unless Broker is previously notified in writing by purchaser that litigation has been filed with a court of competent jurisdiction. A copy of the filing must be attached.
3. **BALANCE & CLOSING:** The balance of the Purchase Price shall be paid in the form required by the closing agent on date of closing, on or before January 17, 2020. The closing date shall be automatically extended up to 30 days if Auctioneer deems necessary.
4. Buyers will close through Office of Buyers Choice - TBD.
5. If buyer does not close on or before scheduled closing date, seller may, at seller's option, extend the closing date in consideration for a sum of \$ -0- per day after original closing date.
6. **OBTAINING FINANCING:** This purchase is not contingent upon the Purchaser obtaining financing. There are no buyer contingencies.
7. **BINDING OBLIGATION:** Purchaser is buying the property ~~As-Is, Where-Is~~ and without Recourse. If Purchaser fails to close for any reason whatsoever, except a nonmarketable title, Purchaser voluntarily agrees to forfeit entire down payment and may be held liable by Seller for any deficiency, plus court costs and reasonable legal fees, resulting from subsequent resale of the property. Time is of the essence and this is an irrevocable offer to purchase, with no contingencies. In the event Purchaser fails to perform according to the terms of this contract, the down payment shall be forfeited as partial liquidated damages, and not as a penalty, without affecting any of Seller's further remedies. Either party may demand specific performance of this agreement.
8. **OWNER'S CERTIFICATION:** Seller(s) certifies to Purchaser that, to the best of Sellers's knowledge: (a) there are no undisclosed latent defects; (b) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the Real Estate may be assessed, except _____; (c) there are no City, County or State orders that have been served upon Seller(s) requiring work to be done or improvements to be made which have not been performed, except _____. Inspections regarding habitability and use of the Real Estate shall be the responsibility of the Purchaser. All Inspections must be completed prior to Auction. PURCHASER IS RELYING SOLEY UPON HIS EXAMINATIONS OF THE REAL ESTATE, AND THE SELLER'S CERTIFICATION HEREIN FOR ITS PHYSICAL CONDITION AND CHARACTER, AND NOT UPON ANY REPRESENTATION BY THE AUCTIONEERS/REAL ESTATE AGENTS INVOLVED, WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE.
9. **INDEMNITY:** Seller and Purchaser recognize that the AUCTIONEERS/BROKERS are relying on information provided by Seller or his/her agents in connection with the Real Estate, and agree to indemnify and hold harmless the AUCTIONEERS/BROKERS, their agents and employees, from any claims, demands, damages, suits, liabilities, costs and expenses (including reasonable legal fees) arising out of any misrepresentation or concealment of facts by Seller or his/her agents.
10. **CONVEYANCE AND CLOSING:** Seller shall convey marketable title to the Real Estate by Warranty deed with release of dower right, if any, AND SUBJECT TO THE RIGHTS OF THE TENANTS, if any, under existing leases and state law. Title shall be free and unencumbered as of Closing, except restrictions and easements of record and except the following assessments (certified or otherwise): _____

Buyers Initials _____

11. **CONDITION OF IMPROVEMENTS:** The risk of destruction or substantial damage by fire or Act of God prior to delivery of deed is assumed by Seller. Seller agrees that on possession, the Real Estate shall be in the same condition as it is on the date of this contract, except for ordinary wear and tear. If the Real Estate should be damaged or destroyed by fire or other casualty and if, prior to Closing, the real Estate shall not be repaired or restored by and at the Sellers expense, to a condition as good as it was prior to the damage or destruction, then Purchaser, at his option, may terminate this contract by written notice to Seller and the Down Payment Shall be returned to Purchaser. While this contract is pending, Sellers shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the consent of the Purchaser. In addition, the Purchaser also has an insurable interest in the property from date of this contract. Purchaser is hereby notified that insurance should be placed upon the property immediately to protect Purchasers' interest.
12. **DISCLOSURE:** Buyer Seller - is a licensed Real Estate Broker or Sales Person.
13. **POSSESSION:** Possession shall be given At Closing, subject to Tenants' Rights, with deed.
(Until such date, Seller shall have the right of possession free of rent, but shall pay for all utilities.) No work can be done on the property by the Purchaser until possession is given.
14. **AGENCY DISCLOSURE STATEMENT:** Purchaser acknowledges having reviewed and signed the Agency Disclosure Statement.
15. **SOLE CONTRACT:** The parties agree that this offer constitutes their entire agreement and that no oral or implied agreement exists. Any amendments to this offer shall be made in writing, signed by all parties, and copies shall be attached to all copies of the original offer. This offer shall be binding upon the parties, their heirs, administrators, executors, successors and assigns.
16. **TERMS:** The property sells: to the high bidder regardless of price, or XX subject to seller's confirmation.
17. \$ must be deposited at the time of Auction as down payment by company, corporate or personal check (presented with positive I.D). This non-refundable down payment will be applied to the contract purchase price at closing and will be held in the trust account of WMS Marketing Services, llc as escrow agents for the sellers.
18. A ten percent Buyer Premium will be added to the high bid amount to determine the final contract-selling price paid by the purchaser.
XX No Buyer premium will be charged.
19. Taxes will be prorated to day of closing.
20. This property is being sold at Public Auction, without recourse. Personal on-site inspection/s of the property or properties is strongly recommended. The property will sell "as is, where is," with no warranty expressed or implied as to improvements, availability of utilities, zoning, or environmental and wetland issues. Information contained online was obtained by sources deemed reliable. However, neither WMS Marketing Services, llc nor their agents will be responsible for any errors or omissions herein. Announcements made at the auction will take precedence over written material, advertisements, or any other oral statements made prior to the day of auction. Purchasers should carefully verify all items and make their own decision as to the accuracy thereof before relying on same. Except in the case of an absolute auction, Auction Firm reserves the right to bid on behalf of the sellers. Auctioneer reserves the right to bid on behalf of himself at any auction. The seller and Auction Company reserve the right to preclude any person from bidding if there are any questions as to the person's credentials, fitness, etc.
21. Auction Firm hereby acknowledges that they represent the Seller. An Agency Disclosure Statement must be signed by the high bidder.
22. The buyer, XX seller shall be responsible for all transfer taxes and deed preparation. Seller is responsible for real estate tax prorata, mortgage releases and will convey a good and marketable title. The buyer, XX seller, split 50/50, is responsible for survey cost, if a survey is required for a transfer. If required for transfer, new surveys and legal descriptions will be prepared. Combination purchases will only receive a perimeter survey. The type of survey provided will be at the Seller's option. Additional splits, flags & pins will be at the buyer's expense. ***Buyer is responsible for all other costs associated with closing.**
23. By bidding, the buyer agrees to waive the 10 day post inspection for lead based paint. Buyer also agrees to waive their right to receive a Residential Property Disclosure form and their right to rescind the Contract to Purchase.

24. Real Estate is sold through WMS Marketing Services, llc.

25. **OTHER:** _____

26. **EXPIRATION AND APPROVAL:** This offer is void if not accepted in writing on or before 9:00 o'clock A.M. X P.M. Noon
 Midnight EASTERN STANDARD TIME December 3, 2019.

27. Make Deed to: (print) _____.

The Purchaser has read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy.

Print

Sign

Date

PURCHASER: _____

PURCHASER: _____

FULL ADDRESS: _____

PHONE NUMBERS: _____

WITNESS: _____

28. **ACTION BY OWNER:** The undersigned Seller 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 counteroffers according to the modifications initialed by Seller(s). Counteroffer shall become null and void if not accepted in writing on or before o'clock A.M. P.M. Noon Midnight EASTERN STANDARD TIME , 20 . Owner acknowledges that Agency Disclosure Statement has been signed.

29. **SELLING FEES AND EXPENSES:** Seller is to pay an auction selling fee and reimburse agreed expenses as per the Auction Contract.

Print

Sign

Date

SELLER: _____

SELLER: _____

FULL ADDRESS: _____

PHONE NUMBERS: _____

WITNESS: _____

30. **RECEIPT BY WMS Marketing Services, llc:** DATE: December 3, 2019. I hereby acknowledge receipt of \$
 cash cashier's check personal check # made payable to WMS Marketing Services as down
payment; other in accordance with terms herein provided.

 \$ X %

CO-OP REALTOR /BROKER FIRM

CO-OP AGENT / BROKER

PHONE





It is Illegal To Discriminate Against Any Person Because of Race, Color, Religion, Sex, Familial Status, National Origin, Military Status, Disability or Ancestry

- **In the sale or rental of housing or residential lots**
- **In advertising the sale or rental of housing**
- **In the financing of housing**
- **In the provision of real estate brokerage services**

Blockbusting is also illegal.

The Broker and Sales Associates are licensed by the Ohio Department of Commerce, Division of Real Estate & Professional Licensing. The division may be contacted for inquiries and complaints and for information on the Real Estate Recovery Fund (Section 4735.12 of the Revised Code) as a source of satisfaction for unsatisfied civil judgments against a licensee.

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 South High Street • 20th Floor
Columbus, OH 43215-6133
(614) 466-4100 FAX (614) 644-0584

www.com.ohio.gov/real

PROVIDED BY THE OHIO REAL ESTATE COMMISSION

Effective 3/25/2008