

DAVID SHARRIT HOME
307 Plum St.,
Columbus Grove, Ohio

OFFER TO PURCHASE FORM: At the conclusion of the auction, the purchaser will be signing an Offer To Purchase containing all the customary and standard terms and conditions.

AGENCY DISCLOSURE FORM: This purchaser will be signing the State Required Agency Disclosure Form that simply states that Martin Schroeder, Realtor-Auctioneer-Land Agent represents the seller in this transaction.

MONEY DEPOSIT: \$3,000 (check, cash or money order) down day of auction and balance is due within 45 days. If the Purchasers fail to complete the purchase as agreed, all Earnest Money Deposit shall be forfeited to the Sellers as liquidated damages and Sellers may pursue any and all other available legal remedies. If after acceptance, the Sellers fail to complete the purchase as agreed, all Earnest Money Deposit shall be returned to the Purchasers and Purchasers may pursue any and all other available legal remedies. Complete legal details can be found in Ohio Revised Code 4735.24.

FINANCING THIS PURCHASE: All financing must be in place as this home IS NOT being sold subject to financing. **Talk to your banker, make your financial arrangements and come prepared to bid and buy.** This home is being offered at auction for the high dollar subject only to the confirmation of the sellers.

POSSESSION: Upon Closing.

PERSONAL PROPERTY: The sale shall include the built-in range, built-in oven, the water softener system. All personal property remaining on or about the property will become the property and responsibility of the purchaser at the time of closing.

BUYERS DUE DILIGENCE-INSPECTION: All inspections (if so desired) must be completed prior to auction at the purchaser's own expense. This property IS NOT being sold subject to a home inspection. This property is being sold in "As Is" condition, all faults and amenities included.

OHIO RESIDENTIAL PROPERTY DISCLOSURE FORM: Purchaser shall sign the Residential Property Disclosure Form acknowledging they have reviewed this form before bidding on this property.

LEAD PAINT ASSESSMENT: The sellers have no actual knowledge or have no reports regarding lead paint in this home. The 10-day assessment period, as per federal guidelines, is being waived on this real estate transaction.

SEX OFFENDERS NOTIFICATION: If current information regarding the status of registered sex offenders in the area is desired, Purchaser agrees to assume the responsibility to check with the local sheriff's office. Purchaser is relying on Purchaser's own inquiry with the local sheriff's office as to the registered sex offenders in the area and is not relying on the Seller or any Broker or Agent involved in this real estate transaction.

EXAMINATION: The Real Estate is being purchased in its present physical condition by the undersigned Purchasers and the Purchasers are relying upon such examination with reference to condition, value, character and size of property and all improvements and fixtures, if any, and signed this Offer To Purchaser as a result of said examination and not upon any representation made by the Sellers, Broker, co-Broker, or its Agents. The Sellers, Broker, co-Broker or its Agents have made no representations or statements concerning the condition of the premises, the value thereof, the improvement thereon or anything concerning the same other than which is included in this contract.

TITLE EVIDENCE AND DEED: The Sellers shall furnish a recordable and transferable General Warranty Deed or Fiduciary Deed, if required, with appropriate release of dower, conveying a good and marketable title to the Real Estate. The Purchasers, at their own expense, are responsible for having their own attorney give them an opinion of title. If the Sellers title is found to be defective, the defect shall be remedied within 90 days. If this cannot be done, then at the option of the Purchasers, all funds and documents shall be returned to the parties depositing them and this contract shall be null and void. The Sellers shall pay for Real Estate conveyance fee, for preparation of Deed and for other legal fees and other expenses associated with the Sellers obligations regarding the sale of the property. Buyers shall further be responsible for all closing costs, including costs to financing, unless otherwise noted. Buyer is hereby advised to seek his own legal counsel.

INSURANCE: The Sellers shall provide insurance upon the Real Estate until the date of closing. The Sellers shall bear the risk of loss or damage to the Real Estate and all the improvements thereon until the delivery of Deed. In the event that the Real Estate cannot be conveyed to the Purchasers in substantially its present condition, usual wear and tear excepted, the Purchasers shall have the option of: (A) accepting the proceeds of any insurance payable as a result of such damage or destruction, subject to current mortgage holders rights, or (B) terminating this contract in which later case, all monies deposited hereunder shall be returned to the Purchasers and this contract shall be null and void.

CLOSING: At closing, the Purchasers shall make the payment of the purchase price and the Sellers shall deliver to the Purchasers a properly prepared and executed General Warranty Deed or Fiduciary Deed, as the case may be, conveying the Real Estate and all improvements thereon in the same condition they are now, usual wear and tear excepted.

FAIR HOUSING LANGUAGE: 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 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.

CONDITIONS: If this offer is accepted, it shall constitute an agreement between the Purchasers and the Sellers and it shall inure to the benefit of and be binding upon all parties, their heirs, personal representatives, executors, administrators, devisees, legatees, successors and assigns. The parties of this Offer To Purchase agree to hold Broker, co-Broker and its Agents harmless from any liability for damage, against any and all claims, demands, actions or causes of any action whatsoever in any manner arising by the parties of the contract. All terms and conditions are stated herein and there are no outside conditions, representations, warranties or verbal agreements. No modification of this contract shall be effective unless it is mutually agreed to in writing by both parties.

TAXES AND ASSESSMENTS: Real Estate taxes will be prorated to the date of closing. At closing, the Sellers shall pay or credit on the purchase price all real estate taxes and assessments including penalties and interest, if any, which become due and payable prior to the date of closing. If the tax rate is not finalized, the last rate and value shall be used in this computation.

ADDITIONAL TERMS: If any, is upon request.