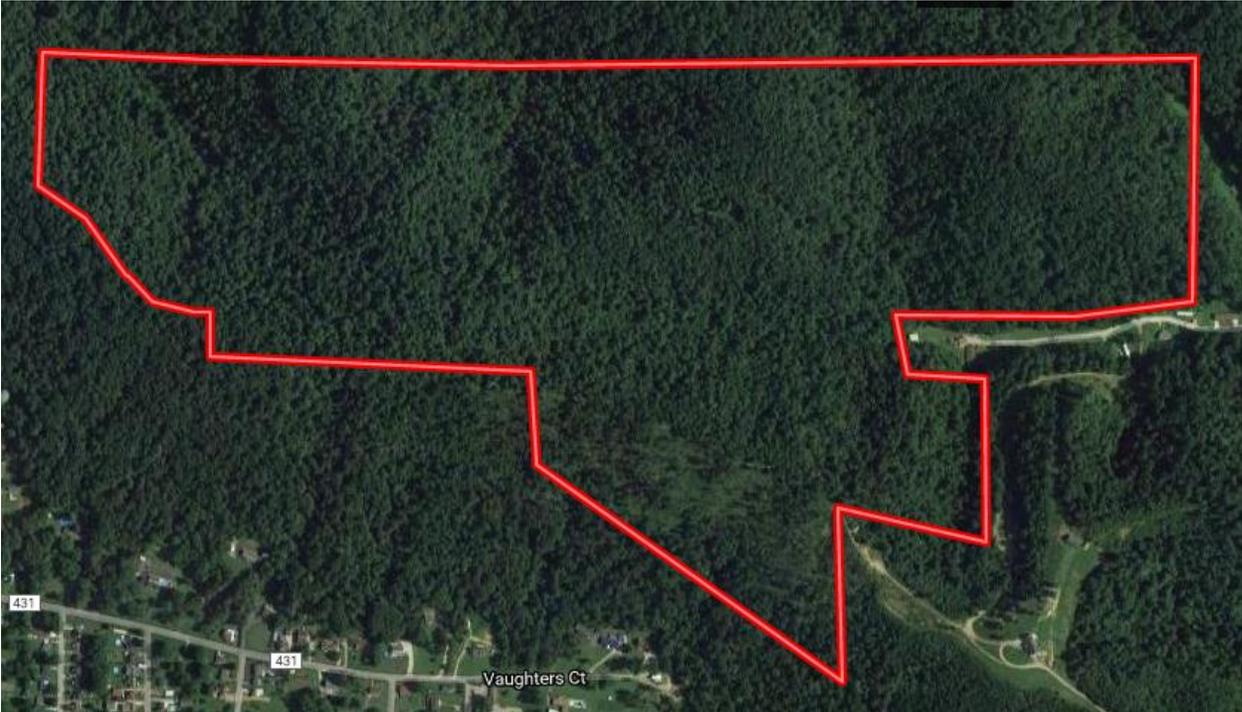


Exhibit "A" for Scioto 159 Online Auction

Parcel Number:

Owner Name	Property Location	Parcel Number
BIG BUCK FARMS LLC	0 WOODLAND AVE	05-0836.000
BIG BUCK FARMS LLC	0 HOGAN ST	05-1208.000
BIG BUCK FARMS LLC	0 TWIN VALLEY RD	05-1133.000
BIG BUCK FARMS LLC	TWIN VALLEY RD	05-1133.002



### TERMS AND CONDITIONS

Pursuant to the pre-auction sale bills and applicable law, **THESE TERMS AND CONDITIONS REPLACE AND SUPERSEDE ALL PRIOR TERMS AND CONDITIONS OF ANY NATURE, WHETHER WRITTEN, VERBAL, OR OTHERWISE. IT IS THE BIDDER'S RESPONSIBILITY TO BE FAMILIAR WITH THESE TERMS AND CONDITIONS.** By registering for this auction and placing a bid, bidder acknowledges that these terms and conditions have been disclosed to bidder, and bidder agrees to be bound by these terms and conditions. Property sells with owner confirmation.

1. Online Auction will be a soft close and begin closing May 25, 2017 at 2:00PM Eastern Time. There will be a Ten Percent (10%) buyer premium added to the final high bid price to determine the final contract price. Buyer to pay a Ten percent (10%) NONREFUNDABLE down payment. Nonrefundable down payment to either be wired to Real Estate and Auction Services, LLC Trust account or delivered via certified funds check made payable Real Estate and Auction Services, LLC to, Two Miranova Suite 900 Columbus, Ohio 43215 within 24 hours of seller confirmed acceptance of high bid. Down Payment to be applied on the purchase price at closing, or retained by Seller if the closing does not occur. Buyer to execute the posted purchase agreement and return signed copy to Real Estate and Auction Services, LLC within 24 hours of confirmed sale by the seller. Balance of purchase price is due in cash at closing which shall occur on or before July 7, 2017. The owner's policy of title insurance shall contain all standard exceptions, as listed in the title commitment. Seller shall convey marketable title to the real estate by Warranty Deed.
2. All real property and improvements are selling in their present "AS IS" condition with no warranties expressed or implied by Seller or Seller's agent. No representations have been made by Seller or Seller's agent with regard to fitness of the real property or improvements for a particular use or any particular Buyer's development plans. It is Buyer's responsibility to have any inspection Buyer desires completed prior to auction. It is the Buyer's responsibility to pay for and obtain any and all due diligence inspections and inquiries as to feasibility of Buyer's intended development plans prior to bidding. United Country Real Estate and Auction Services, LLC, and all agents associated, represent only the Seller in this transaction. Successful Buyers shall sign an agency disclosure form acknowledging that United Country Real Estate and Auction Services, LLC and its associated agents are working on behalf of the Seller.
3. All prospective Buyers who desire to participate in the auction must register online by creating a bidder profile through the online auction platform and must read and electronically sign all documents required by the auctioneer prior to bidding, and must then provide such personal information as requested by the auctioneer. Each bidder will be required to fill out a bid deposit form and deposit with the auction company 1,000 dollars to participate in the auction. Please see attached bid deposit form. Realtor cooperation is welcome; however, you must register your clients 48 hours prior to sale with an agency disclosure, if under the 48 hours an agent registers a client the Buyer Broker Cooperation will be half of the list amount. No exceptions. Buyer Broker participation 3%.
4. Seller has specifically reserved the right to have the auctioneer determine the minimum bid advancement that will be accepted from all bidders. The auctioneer will handle any disputes at the time of the auction and all decisions will be final. The auctioneer, the Seller and/or the attorney for the Seller reserve the right to demand satisfactory written evidence of the authority of an agent to enter a bid or to execute a purchase contract on behalf of another party. This auction is online only with a soft close. It closes one lot per minute bidding within the last five minutes will extend the time of closing by 5 minutes.
5. In case of conflict with these terms and conditions, the terms and conditions in the signed contract control the transaction.

6. Please view the posted title commitment for any questions on easements, rights of way, leases etc. Any reports, disclosures, letters or other documents from third parties are deemed reliable but not guaranteed by Seller nor United Country Real Estate and Auction Services LLC.
7. Any personal property left on the grounds of the real estate as of the date of closing becomes the property of the buyer of the real estate. Except in the case of leased space. Buyer will assume all responsibility and costs associated with these items as of the date of closing.
8. All information contained in this brochure and all related material came from sources deemed reliable but are not warranted by Seller or auctioneer. Announcements made day of sale shall take precedence over printed material.
9. Real estate taxes shall be prorated to the day of closing based upon the most recent available tax rate and valuation.
10. Bidder acknowledges and understands that online bidding may or may not function correctly the day of the auction. Under no circumstances shall Bidder have any kind of claim against United Country Real Estate and Auction Services, LLC or anyone else if the Internet service fails to work correctly before or during the auction. Auction conduct and bidding increments are at the direction and discretion of the auctioneer. All decisions of the auctioneer are final.

United Country Real Estate and Auction Services, LLC  
BONDED – LICENSED BY THE OHIO DEPARTMENT OF AGRICULTURE



**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

Commitment No.:

File No.: 08-1067

1. Effective Date: July 11, 2008 at 12:35 p.m.

2. Policy to be issued:

ALTA **OWNER'S** POLICY: (6/17/06)

AMOUNT: \$159,245.00

Proposed Insured:

Big Buck Farms LLC, a Kentucky Limited Liability Company  
4500 Clarks River Road  
Paducah, Kentucky 42002

3. The estate or interest in the land described or referred to in this Commitment is fee simple.

4. Title to the estate or interest in the land is at the effective date vested in: Lonnie R. Seagraves and his wife, Gail Seagraves and John Cookman and his wife, Kathy Cookman.

5. The land referred to in this Commitment is situated in the County of Crittenden, State of Kentucky, and described as follows:

See exhibit "A" attached hereto and made a part hereof.

Countersigned: \_\_\_\_\_

Authorized Officer or Agent  
**GREENWELL, FRAZER & PEEK**

Commitment No.:

File No.: 08-1067

### **Schedule B - Section 1**

The following are the requirements to be complied with:

1. Instrument creating the estate or interest to be insured must be executed and filed for record, to-wit:  

**DEED** from RONNIE SEAGRAVES and his wife, GAIL SEAGRAVES and JOHN COOKMAN and his wife, KATHY COOKMAN to BIG BUCK FARMS LLC, a Kentucky Limited Liability Company.
2. Pay the full consideration to or for the account of, the grantors or mortgagors.
3. Lien of 2007 State, County, School, Library District and County Extension District taxes, the amount due and payable is as follows:  

2007 Taxes, Parcel Number 05-1208.000 in the amount of \$113.76 if paid on or before July 21, 2008;

2007 Taxes, Parcel Number 05-0836.000 in the amount of \$56.89, if paid on or before July 21, 2008;

2007 Taxes, Parcel Number 05-1133.000 in the amount of \$104.79, if paid on or before July 21, 2008;

2007 Taxes, Parcel Number 05-1133.001 in the amount of \$88.94, if paid on or before July 21, 2008.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed, that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
5. Satisfaction of a Workers' Compensation Lien dated December 20, 2006 against Lonnie Seagraves d/b/a Seagraves Body Shop, appearing of record in Official Record Book 100, at Page 53.
6. Satisfaction of a Judgment Lien dated November 6, 1986 of the Ohio Department of Taxation vs. Lonnie Seagraves, in the amount of \$3,105.00, appearing of record in Judgment Docket Book 6, Page 315.
7. Satisfaction of a Judgment Lien dated March 15, 1994 of the Ohio Department of Taxation vs. Lonnie Seagraves, in the amount of \$1,446.54, appearing of record in Judgment Docket Book 15, at Page 229.

Commitment No.:

File No.: 08-1067

## **Schedule B - Section 2**

Schedule B of the Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

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 covered by this Commitment.
2. Rights and interests of those in possession, if other than the above named title owner, and questions of survey.
3. No examination or certification of the mineral estate has been made with respect thereto.
4. Any and all responsibility, liability, and/or violations regarding "Environmental Law", which shall mean any federal, state or local statute, law, ordinance code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous material, as now or at any time hereafter in effect. "Hazardous Material" shall mean any hazardous, toxic or dangerous waste, substance or material defined.
5. Out conveyance dated July 12, 2007 top Ellis Greathouse and Kerry Greathouse for 6.388 acres, appearing of record in Official Record Book 129, Page 136.
5. Workers' Compensation Lien dated December 20, 2006 against Lonnie Seagraves d/b/a Seagraves Body Shop, appearing of record in Official Record Book 100, at Page 53.
6. Judgment Lien dated November 6, 1986 of the Ohio Department of Taxation vs. Lonnie Seagraves, in the amount of \$3,105.00, appearing of record in Judgment Docket Book 6, at Page 315.
7. Judgment Lien dated March 15, 1994 of the Ohio Department of Taxation vs. Lonnie Seagraves, in the amount of \$1,446.54, appearing of record in Judgment Docket Book 15, at Page 229.
8. No Warranty in that certain deed dated March 1, 1971, appearing of record in Deed Book 792, at Page 148.
9. No Warranty in that certain deed dated October 8, 1986, appearing of record in Deed Book 792, at Page 3.
10. No Warranty in that certain deed dated August 3, 1984, appearing of record in Deed Book 782, at Page 343.
11. No Warranty in that certain deed dated October 22, 1998, appearing of record in Deed Book 927, at Page 389.
12. No Warranty in that certain deed dated October 3, 1997, appearing of record in Deed Book 915, at Page 72.

**NOTE: AN OWNER'S POLICY ISSUED IN CONNECTION WITH THIS COMMITMENT WILL CONTAIN THE FOLLOWING PRE-PRINTED EXCEPTIONS:**

1. Rights or claims of parties other than Insured in actual possession of any or all of the property.
2. Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments, which an accurate and complete survey would disclose.

ALTA Commitment - Schedule B - Section 2

Situate in the Southeast Quarter of Section 28, Township 2, Range 21, (Clay Township), Scioto County, Ohio; and being a portion of the Grantor's 59.309 acre tract as described in Deed Book 823, Page 450 of deed records in said county.

Beginning for reference at the found stone at the northeast corner of the southeast quarter of the southeast quarter of Section 28, Town 2, Range 21, Scioto County, Ohio; thence two calls along the south lines of the 6.90 acre tract as described in Deed Book 426, Page 253, said calls being: N 86° 58' 15" W 789.00' to a record iron pin; thence, S 49° 54' 02" W 87.00' to the found nail in the root of the Beech Tree as described in the aforementioned record and the TRUE POINT OF BEGINNING for the tract herein described.

THENCE, N 84° 43' 59" W, a distance of 319.58' to the iron pipe found on the hill above the barn;

THENCE, N 10° 36' 04" W, a distance of 119.74' to the iron pin set in the west line of the Kenny Whisman 4.95 acre tract and at a north central corner of the parent 59.309 acre tract;

THENCE, five calls with the dividing line between the 69.920 acre tract as described in Deed Book 927, Page 390 and the parent 59.309 acre tract, said calls being: S 69° 25' 12" W, a distance of 69.65' to an iron pin set;

THENCE, N 85° 58' 24" W, a distance of 260.93' to a point, said point witnessed by a disturbed iron pipe found bearing S 77° 03' 54" E 0.80';

THENCE, N 81° 29' 38" W, a distance of 354.94' to an iron pipe found;

THENCE, N 84° 41' 01" W, passing a record iron pipe at a distance of 436.14' and continuing a total distance of 876.40' to an iron pin set in the west line of the northwest quarter of the southeast quarter of said section 28;

THENCE, with the quarter section line S 01° 19' 18" E, a distance of 215.63' to the found stone at the northwest corner of the southwest quarter of the southeast quarter of said section 28;

THENCE, with the west line of the southwest quarter of the southeast quarter S 02° 03' 56" E, a distance of 369.19' to the iron pin found at the base of a tree;

THENCE, S 53° 41' 52" E, passing a record iron pin at 127.29', a second record pin at 220.08', a third record pin at 305.50', and continuing at total distance of 1549.83' to a found iron pipe in a pile of stones in the south line of said Section 28, said point witnessed by the found stone at the southwest corner of the southeast quarter of the southeast quarter bearing S 88° 26' 56" E a distance of 120.07';

THENCE, severing said 59.309 acre parent tract N 00° 16' 22" W, a distance of 719.40' to the iron pin set on the north side of the ridge road;

THENCE, S 75° 51' 08" E, a distance of 630.00' to the iron pin set on the steep hillside, west and below the Right of Way access road;

THENCE, N 01° 16' 05" E, a distance of 662.27' to the found nail in the root of an 18" Beech Tree and the TRUE POINT OF BEGINNING; said described tract containing 37.485 acres, more or less.

Also included, a Right of Way 30' in width for ingress and egress. Beginning for reference at the intersection of the east line of Section 28 and the centerline of Twin Valley Road (Township Road 166), thence with Twin Valley Road, West 229.52' to the centerline intersection of Twin Valley Road and the private drive at 547 Twin Valley Road. Said Right of Way to follow the existing centerline of the private drive as described as follows:

THENCE, leaving said Twin Valley Road, S 06° 53' 01" E passing the south line of the L.R. Seagraves 0.35 acre tract as described in Deed Book 927, Page 389 at 185.41' and continuing a total distance of 188.35' to a point of curvature to the right, central angle of 109° 02' 34", Arc length of 88.37', Chord length of 75.63' and Chord Bearing S 47° 38' 16" W;

THENCE, N 77° 50' 27" W 100.54' to a point of curvature to the left, a central angle of 14° 46' 09", Arc length of 103.18, Chord length of 102.90 and Chord Bearing N 85° 13' 32" W;

THENCE, S 85° 28' 49" W 150.70' to a point of curvature to the left, a central angle of 87° 39' 20", Arc length of 317.80', Chord length of 287.71', and Chord Bearing S 41° 18' 33" W;

THENCE, S 02° 31' 07" E 232.42' to a point of curvature to the right, a central angle of 28° 34' 28", Arc length of 117.66', Chord length of 116.34', and Chord Bearing S 11° 46' 07" W;

THENCE, S 26° 03' 21" W 2.38' to a point of curvature to the left, a central angle of 61° 35' 41", Arc length of 131.49', Chord length of 125.26', and Chord Bearing S 04° 44' 30" E;

THENCE, S 35° 32' 21" E 2.08', to a point of curvature to the right, a central angle of 91° 50' 52", Arc length of 259.94', Chord length of 232.99' and Chord Bearing S 10° 23' 05" W;

THENCE, S 56° 18' 31" W 178.43' to the intersection with the ridge road;

THENCE, turn right on the ridge road, N 53° 38' 07" W 214.43' to a point of curvature to the right, a central angle of 14° 27' 25", Arc length of 162.67', Chord length of 162.24', and Chord Bearing N 46° 24' 25" W;

THENCE, N 39° 10' 42" W 314.96' to the point of ending at the intersection of the ridge road and the south central boundary of the 37.485 acre tract described above. The point of intersection with said boundary bears S 00° 16' 22" E 39.75' from the iron pin set at the interior central east corner for this tract.

This tract is cut from parent tax parcel #05-1133.001

Bearings are based on record information found in Deed Book 823, Page 450. The calculated course from the found stone at the northeast corner of the southeast quarter of the southeast quarter to the found stone at the northwest corner of the southwest quarter of the southeast quarter of said Section 28, was used for control. Calculated course bears N 89° 02' 52" W 2740.88' The measured course bears N 89° 02' 52" W 2739.09'.

This legal description was prepared by John Cookman, P.S. and was based on field survey completed on June 27, 2008.

The total transfer will include tax parcels as Identified below:

Split of Tax Parcel #05 1133 001 total of 37.485 acres

All of Tax Parcel #05 1133 000 total of 69.920 acres

All of Tax Parcel #05 0836 000 total of 38.00 acres

All of Tax Parcel #05 1208 000 total of 13.84 acres

**Total being transfer is 159.245 acres more or less.**

SOURCE OF TITLE:

## CONTRACT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

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

DATE: \_\_\_\_\_

1. **PROPERTY DESCRIPTION:** The undersigned buyer (Buyer) agrees to purchase from the undersigned owner (Seller) agrees to sell (Contract) through **United County Real Estate and Auction Services, LLC** (Broker), the following described real estate in \_\_\_\_\_, \_\_\_\_\_ County, Ohio, and known as: \_\_\_\_\_ (Real Estate).
2. **PRICE AND TERMS:** Buyer agrees to pay the amount of the high bid \$ \_\_\_\_\_ plus the buyer premium of \$ \_\_\_\_\_ for a **Total Purchase Price of \$ \_\_\_\_\_** for the Real Estate as follows: A **non-refundable** (except in the case of a non-marketable title) down payment (Down Payment) of \$ \_\_\_\_\_ must be deposited at the time of the Auction, and will be applied toward the Purchase Price. The Down Payment shall be deposited by Broker, upon acceptance of this offer, in a non-interest bearing trust account pending closing. This Down Payment is not an Earnest Money deposit as contemplated by R.C. 4735.24. In the event this Contract does not close for any reason other than as agreed, Buyer agrees that the Down Payment shall be disbursed by Broker to Seller five (5) days after scheduled Closing Date unless Broker is previously notified in writing by Buyer 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 \_\_\_\_\_ (Closing Date). The Closing Date shall be automatically extended up to 30 days if Auctioneer deems necessary. Buyer will close through \_\_\_\_\_. 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 \$ \_\_\_\_\_ per day after original Closing Date.
4. **CLOSING COSTS:** The  Buyer,  Seller shall be responsible for all transfer taxes, recording fees, title search, owner's title insurance premium and deed preparation. Seller is responsible for real estate tax prorata, mortgage releases and will convey a good and marketable title.  
The  Buyer  Seller  split 50/50, is responsible for survey cost, if a survey is required for a transfer. **\*Buyer is responsible for all other costs associated with closing.**
5. **TERMS:** The Real Estate sells:  to the highest bidder regardless of price, **OR**  subject to the Seller's confirmation.
6. **FIXTURES AND EQUIPMENT:** The consideration shall include any fixtures, including but not limited to built-in appliances; heating, central air conditioning, and humidifying equipment and their control apparatuses; stationary tubs; pumps; water softening equipment; roof antennae; attached wall-to-wall carpeting and attached floor coverings; curtain rods, window coverings and all existing window treatments; attached mirrors; all light fixtures; bathroom, lavatory and kitchen fixtures; storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the Premises or in storage; garage door openers and controls; attached fireplace equipment; security systems and controls; smoke alarms, satellite TV reception system and components; all exterior plants and trees, all landscaping lights and controls; and the following: \_\_\_\_\_
7. **OBTAINING FINANCING:** This Contract to Purchase is **not contingent** upon the Buyer obtaining financing. There are no Buyer contingencies.
8. **BINDING OBLIGATION:** Buyer is buying the property **As-Is, Where-Is and without Recourse**. If Buyer fails to close for any reason whatsoever, except a nonmarketable title, Buyer 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 Real Estate. Time is of the essence and this is an irrevocable offer to purchase, with no contingencies. In the event Buyer fails to perform according to the terms of this Contract, the Down Payment shall be forfeited without affecting

\_\_\_\_\_  
Buyer Initial      Seller Initial

any of Seller's further remedies. Either party may demand specific performance of this Contract.

9. **SELLER'S CERTIFICATION:** Seller certifies to Buyer that, to the best of Seller'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 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 Buyer. All Inspections must be completed prior to Auction. BUYER IS RELYING SOLELY 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 BROKER/AUCTIONEERS/REAL ESTATE AGENTS INVOLVED, WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE.
10. **INDEMNITY:** Seller and Buyer 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.
11. **CONVEYANCE AND CLOSING:** Seller shall convey marketable title to the Real Estate by \_\_\_\_\_ deed with release of dower right, if any, SUBJECT TO THE MATTERS SHOWN ON THE COMMITMENTS FOR TITLE INSURANCE PROVIDED TO BIDDERS PRIOR TO THE SALE 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 Date, except for matters referred to in the preceding sentence and restrictions and easements of record and except the following assessments (certified or otherwise): \_\_\_\_\_  
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 excepted above, Buyer must notify the Seller or Seller's Broker in writing of the objection to the title no less than ten (10) calendar days prior to the Closing Date. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within (30) calendar days, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in the termination of this Contract. Seller is not obligated to incur any expense in curing Buyer's objection, in the event that the cure of the objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or to terminate the Contract by delivering a written Notice of Termination to the Buyer or Buyer's Broker. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object.
12. **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 delivery of possession to Buyer, 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 Date, the Real Estate shall not be repaired or restored by and at the Seller's expense, to a condition as good as it was prior to the damage or destruction, then Buyer, at his option, may terminate this Contract by written notice to Seller and the Down Payment Shall be returned to Buyer. While this Contract is pending, Seller shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the consent of the Buyer. In addition, the Buyer also has an insurable interest in the Real Estate from date of this Contract. Buyer is hereby notified that insurance should be placed upon the Real Estate immediately to protect Buyer's interest.
13. **DISCLOSURE:**  Buyer  Seller  Neither Buyer nor Seller - is a licensed Real Estate Broker or Salesperson.
14. **POSSESSION:** Possession shall be given  at closing,  \_\_\_\_\_ days after closing at \_\_\_\_\_  AM  PM subject to Tenant's Rights, with deed. Until such date, Seller shall have the right of possession free of rent, but shall pay for all utilities. No work may be done at the Real Estate by the Buyer until possession is given.
15. **AGENCY DISCLOSURE STATEMENT:** Real Estate is being sold through United Country Real Estate and Auction Services,

\_\_\_\_\_, \_\_\_\_\_  
Buyer Initial      Seller Initial

LLC. Buyer and Seller acknowledge having reviewed and signed the Agency Disclosure Statement.

16. **TAXES:** The real estate taxes for the Real Estate for the current year may change as a result of the transfer of the Real Estate or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by governmental authority. Seller shall pay or credit at closing: (a) all delinquent taxes, including penalty and interest; (b) all assessments which are a lien on the Real Estate as of the date of the Contract; (c) all agricultural use tax recoupments for years prior to the year of closing; (d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and (e) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365 day year. If taxes are undetermined for the year of closing, the proration shall be based on the most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified.

17. **NOTICES TO THE PARTIES:**

A. Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines. The parties are hereby advised, and the parties acknowledge that they should seek professional expert assistance and advice in matters of law, tax, financing, surveying, structural conditions, hazardous materials, environmental conditions, inspections, engineering, etc.

B. Ohio Fair Housing Law: 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.

C. 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 under R.C. 5302.30.

D. Ohio's Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law. The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall not rely on the Seller.

18. **MISCELLANEOUS:**

A. This Real Estate is being sold at Public Auction, without recourse. Personal on-site inspection/s of the Real Estate or properties is strongly recommended.

B. The Real Estate will sell "as is, where is," with no warranty expressed or implied as to improvements, availability of utilities, zoning, or environmental and wetland issues.

C. Information contained online was obtained by sources deemed reliable. However, neither United County Real Estate and Auction 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. Buyer should carefully verify all items and make their own decision as to the accuracy thereof before relying on same.

D. The Seller and Broker reserve the right to preclude any person from bidding if there are any questions as to the person's credentials, fitness, etc.

E. This Contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in writing signed by the Buyer and Seller. All notices given in connection with this Contract shall be made in writing signed by the party giving such notice.

F. Time is of the essence regarding all provisions of this Contract. Whether or not so stated elsewhere in this Contract, no

\_\_\_\_\_  
Buyer Initial      Seller Initial

deadline or time period under this Contract can be modified or waived except by written agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only, and shall not reduce the effect of this paragraph as to any other provision of this Contract.

19. **OTHER TERMS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. **DEED TO:** (Print) \_\_\_\_\_

21. **EXPIRATION AND APPROVAL:** Provided this offer is subject to Seller's confirmation pursuant to Paragraph 5 above, this offer is void if not accepted by Seller in writing on or before \_\_\_\_\_  AM  PM EST on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**Print**

**Sign**

**Date**

BUYER: \_\_\_\_\_  
BUYER: \_\_\_\_\_  
FULL ADDRESS: \_\_\_\_\_  
PHONE NUMBERS: \_\_\_\_\_  
WITNESS: \_\_\_\_\_

22. **ACTION BY SELLER:** For Real Estate selling to the highest bidder regardless of price, 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.

For Real Estate selling subject to the Seller's confirmation , the undersigned Seller has read and fully understand the forgoing 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 or as attached hereto. Counteroffer shall become null and void if not accepted in writing on or before \_\_\_\_\_  AM  PM EST on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Print**

**Sign**

**Date**

SELLER: \_\_\_\_\_  
SELLER: \_\_\_\_\_  
FULL ADDRESS: \_\_\_\_\_  
PHONE NUMBERS: \_\_\_\_\_  
WITNESS: \_\_\_\_\_

23. **RECEIPT BY United Country Real Estate and Auction Services, LLC:** DATE \_\_\_\_\_ I hereby acknowledge receipt of \$ \_\_\_\_\_  cash  cashier's check  personal check # \_\_\_\_\_ made payable to \_\_\_\_\_ as down payment in accordance with terms herein provided.

**United Country Real Estate and Auction Services**

By: \_\_\_\_\_



\_\_\_\_\_, \_\_\_\_\_  
Buyer Initial      Seller Initial

### Online Required Bid Deposit

All online bidders will be required to place a deposit to secure compliance with these the Terms of Auction ("Bid Deposit"). The amount of the Bid Deposit and acceptable deposit methods will be shown during registration to participate in the auction.

The Winning Bidder's Bid Deposit made by Credit/Debit card will be released after completion of the following:

- 1) Confirmation of the sale by the seller;
- 2) Purchase contract has been executed by both parties;
- 3) Down Payment Money Deposit has been received from the Winning Bidder.

The above conditions must be completed within 24 hours of the conclusion of the auction. If upon confirmation of the sale by the seller, the winning bidder does not execute the purchase contract and make the down payment money deposit in the time frame set therein or the Terms of Auction, the Bid Deposit will be held as liquidated damages. By completing the online registration and making the Bid Deposit, the Winning Bidder agrees the amount of the Bid Deposit is reasonable in the light of the anticipated or actual harm caused by the Winning Bidder's breach, the difficulties of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy.

All Bid Deposits from participants other than Winning Bidder will be released after the conclusion of the auction.

Required Bid Deposit Amount \$ \_\_\_\_\_

#### Buyer Information

Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

#### Credit Card Information for Bid Deposit

Credit Card Number \_\_\_\_\_ Expiration Date \_\_\_\_\_ CVV Code \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

By signing and returning this you agree to our terms and conditions and authorize us to place the Bid Deposit in to the Brokerage Trust Account.