

WEST UNITY REAL ESTATE AUCTION

**TUESDAY, AUGUST 6TH
@ 6:30 PM**

**LIVE AUCTION
WITH ONLINE BIDDING AVAILABLE**

**303 W. North St.
West Unity, OH 43570**



3-4 bedrooms, 1.5 bathrooms
with 1,347 sq. ft. of living space.
Full basement with shared drive
and detached garage/barn.

Current Taxes: \$1,212.98 per
year

Preview by appointment

Auction Manager:
Bart Westfall
419-553-0323



www.BidUnitedEdge.com

*Sold as is, where is. \$5000 non-refundable deposit due at end of auction, balance at closing.
Full terms available online.*



419-298-1100

Owner: Marilyn & James Woolace
Auctioneer: Bart Westfall
Broker: Darren Bok

Customer Full

Residential

07/25/2024 9:48:08 AM



MLS#: **6117763** St: **Active** LP: **\$0**
Cat: **SFM**
Addr: **303 W North Street** Zip: **43570**
City: **West Unity** County: **WILLIAMS**
Twnshp: **MILLCREEK** Plat:
Parcel: **074-050-37-005.000** Lot:
Subdiv: **None** DOM: **13**

Lot Size: **7,013** Acres: **0.16100** Rooms: **7**
Garage Spa: **1.0** Zoning:
Year Built: 1915 Est CompDt:
Apx Tot SqFt: 1347 SFSOURCE:
Accessibility Features (YN): **N** Prim Bath: **Y** Half Baths: **1**
Features: Tot Baths: **1.1**

Directions: **1 block north of Jackson St. between Water & High Street.**

Recent: **07/12/2024 : NEW**

Baths FB HB
Upp Lvl **1 0**
Main Lvl **0 0**
Lower Lvl **0 1**
Prim Bath: **Y**
Bsmt SqFt:

Room Type	L	Dimen	Floor	Features	Room Type	L	Dimen	Floor	Features
Office	M	8 X 9			Kitchen	M	12 X 11		
Dining Room	M	13 X 14			Living Room	M	13 X 17		
Bedroom	U	11 X 12			Bedroom	U	12 X 13		
Bedroom	U	11 X 12							

School Dist: **Millcreek-West Unity** ElemSch: **Hilltop** HighSch: **Hilltop**
Asmt Type: Constr Assmt: 6MOS Gen Tax: **\$606.49**
Homestead Exempt: Bal Constr Asmt: 6MOS Spc Tax: **\$0.00**
Auction: **Y** Auction Date: **08/06/24** 6MOS Tot Tax: **\$606.49**
Annual Assoc Fee:

Type: **1.5-Sty** Styl:
Ext: **Stucco** Heat: **Forced Air** Cool: **None** Fuel: **Natural Gas**
Fnd: **Full Basement** Prk: **Detached** Swr: **Sanitary** WtrH: **Gas**
Roof: **Shingle** Drv: **Concrete, Shared** Wtr: **Public**
Frpl: **None** Lot: **Regular** Ownr Stat:
Equip: **None**
Featr: **Barn, Fuse Box, Separate Tub & Shower**
Terms: **Cash, Conventional**
Interior/Exterior - Video/Audio Equipment: **No**

Remarks: **Live auction held onsite Tuesday, August 6th @ 6:30 PM, online bidding available. This 3-4 bedroom home is a true piece of history as it was built from the plans & materials ordered from the Sears Roebuck catalog. Sold as is, where is. \$5000 non-refundable deposit due at end of auction, balance due at closing. Previews by appointment.**

LO: **United Edge Real Estate & Auct**

Buyer Agent Fee: **na**

Fee Description:

074-050-37-005.000

7/9/2024



Vickie L. Grimm
County Auditor
Williams County, Ohio
realestate.williamscountyoh.gov

MOST RECENT PHOTO



074-050-37-005.000

11/15/2023

LEGAL

OWNER	WOOLACE JAMES L AND MARILYN R J/S		
ADDRESS	303 W NORTH ST		
DESCRIPTION	R.4 T.7 S.5 O L 3 ^ ^ ^ 015-00030-000		
SCHOOL DIST	MILLCREEK-WEST UNITY LSD	TAX DIST	015
ACREAGE	0.1610		

VALUATION

	APPRAISED	ASSESSED
LAND	\$7,800.00	\$2,730.00
IMPROVEMENTS	\$64,000.00	\$22,400.00
CAUV	\$0.00	\$0.00
TOTAL	\$71,800.00	\$25,130.00

TAXES

TAXABLE VALUE	\$25,130.00
ROLLBACKS	NONE
HALF (1ST / 2ND)	\$606.49 / \$606.49
YEAR (TOTAL / BALANCE)	\$1,212.98 / \$0.00

SPECIAL ASSESSMENTS

COUNT	2
DELINQUENT / BALANCE	\$0.00 / \$0.00
TOTAL / BALANCE	\$10.00 / \$10.00

MOST RECENT SALES

DATE	BUYER	SELLER	# PARCELS	PRICE	VALIDITY
7/13/2015	WOOLACE JAMES L AND MARILYN R J/S	WOOLACE VIOLA I @ (2)	1	\$53,010.00	NO
10/16/2006	WOOLACE VIOLA I @ (2)	TOD 10/16/06	1	\$0.00	UNKNOWN
10/16/2006	TOD 10/16/06	WOOLACE VIOLA I	1	\$0.00	UNKNOWN
1/1/1990	WOOLACE VIOLA I	UNKNOWN	0	\$0.00	UNKNOWN

LAND

CODE	FRONTAGE	DEPTH	ACREAGE	SQFT	VALUE
0	53	132	0.1606	0	\$6,680.00

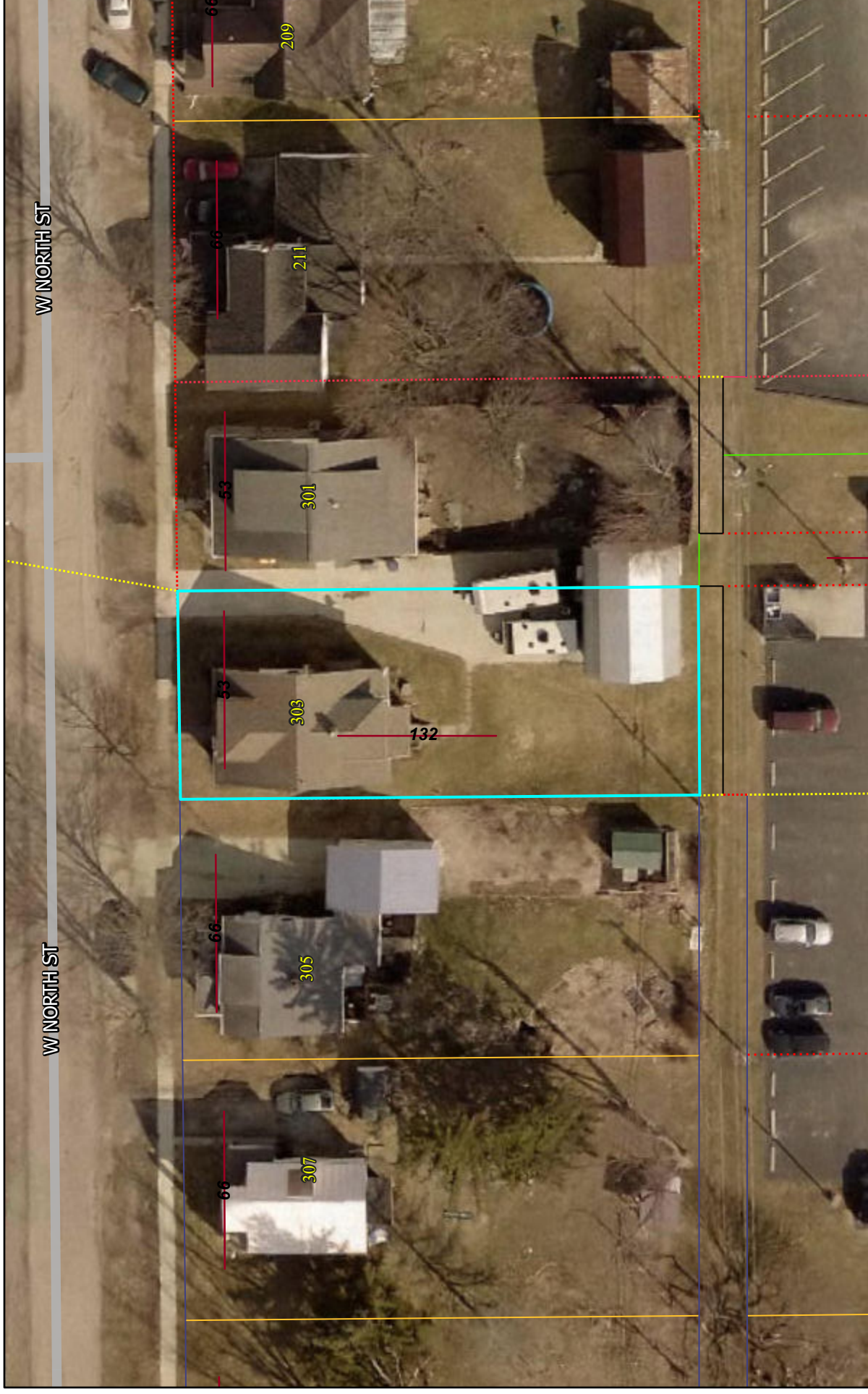
IMPROVEMENTS

DESCRIPTION	BUILT	DIMS	VALUE
Flat Barn Typical	1920	22x32	\$830.00

RESIDENTIAL

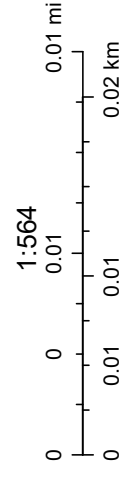
Building (CARD: 1)	Conventional BUILT 1915	Baths (Full / Half)	1 / 1
Area	1,347 sqft	Rooms (Bedroom / Family)	3 / 0
Basement (Finished / Total)	Full Basement / 0 sqft / 832 sqft	Stories	1.5
Heat Full Type	Base	Heat/Cool	None
External Wall	Stucco	Fireplace Stacks	0

Williams County



8/5/2024, 1:01:50 PM

— Lot Dimensions — Parcel
- - - - - Parcel Linework — Parcel, Subdivision Lot
- - - - - Subdivision Lot - - - - - Parcel, Subdivision Limit
- - - - - Subdivision Limit — Parcel, Road



Ohio Association of REALTORS®
Residential Property Disclosure Exemption Form



To Be Completed By Owner

Property Address: 303 W. North Street, West Unity, Ohio 43570

Owner's Name(s): James R. and Marilyn L. Woolace

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:

James L. Woolace

dotloop verified
06/01/24 10:41 PM AKDT
G5DJ-HOWX-2PXV-6MHZ

Date:

Owner:

Date:

Owner:

Marilyn L. Woolace

Date:

July 17, 2024

Owner:

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:

This is not a state mandated form. This form has been developed by the Ohio Association of REALTORS® for use by REALTORS® assisting owners in the sale of residential property. The exemptions noted above are not a complete list of the transfers exempt from the Residential Property Disclosure Form requirement. All exempted transfers are listed in ORC § 5302.30(B)(2). The Ohio Association of REALTORS® is not responsible for the use or misuse of this form.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Property Address

303 W. North St. West Unity, Ohio 43570

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.

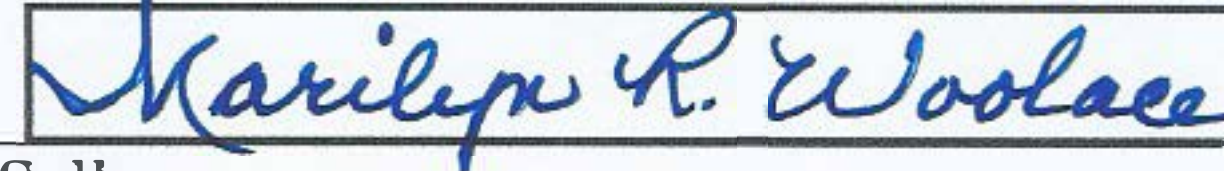
Agent's Acknowledgment (initial)


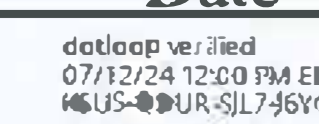
(f)  Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

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.

 
Seller Date

 7-17-2024
Seller Date

Purchaser Date
 
Agent Date

Purchaser Date
Agent Date



United Edge Real Estate & Auction Co., LLC

Darren Bok, Broker

PO Box 425, 153 N. Michigan Ave.

Edgerton, OH 43517

Ph: 419-298-1100 Fax: 419-298-1102

UnitedEdgeRealEstateAndAuction.com

CONSUMER GUIDE TO AGENCY RELATIONSHIPS

We are pleased you have selected **UNITED EDGE REAL ESTATE & AUCTION CO., LLC** to help you with your real estate needs. Whether you are selling, buying, or leasing real estate, **UNITED EDGE REAL ESTATE & AUCTION CO., LLC** can provide you with the 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.

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, 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 also offer "sub-agency" 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 the 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.

AUCTIONS

UNITED EDGE REAL ESTATE & AUCTION CO., LLC only represents the seller at auction. It does not represent buyers of real estate at auction. Therefore, **UNITED EDGE REAL ESTATE & AUCTION CO., LLC** will not act as dual agent representing both parties in this type of transaction. Instead, it will only act as the seller's agent in the auction of their real estate. Exception: Relatives, see Office Policy.

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 both parties.

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.

WORKING WITH UNITED EDGE REAL ESTATE & AUCTION CO., LLC

UNITED EDGE REAL ESTATE & AUCTION CO., LLC does represent both buyers and sellers. When **UNITED EDGE REAL ESTATE & AUCTION CO., LLC** lists property for sale, all agents in the brokerage represent the seller. Likewise, when a buyer is represented by a **UNITED EDGE REAL ESTATE & AUCTION CO., LLC** agent, all of the agents represent the buyer. Therefore, when a buyer represented by a **UNITED EDGE REAL ESTATE & AUCTION CO., LLC** agent wishes to purchase property listed by our company, the agent(s) involved act as dual agents. This is true whether one agent is representing both parties or two separate agents are involved.

In the event that both the buyer and the seller are represented by **UNITED EDGE REAL ESTATE & AUCTION CO., LLC** agents, these agents and **UNITED EDGE REAL ESTATE & AUCTION CO., LLC** 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 term of any contract. They will not, however, disclose any confidential information that will 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 dual agent, you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties **UNITED EDGE REAL ESTATE & AUCTION CO., LLC** has listed. In that instance, **UNITED EDGE REAL ESTATE & AUCTION CO., 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

UNITED EDGE REAL ESTATE & AUCTION CO., LLC does offer representation to both buyers and sellers. When **UNITED EDGE REAL ESTATE & AUCTION CO., LLC** lists property for sale or auction, it also cooperates with, and offers compensation to, other brokerages that represent buyers. **UNITED EDGE REAL ESTATE & AUCTION CO., 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 **UNITED EDGE REAL ESTATE & AUCTION CO., LLC** shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that buyer's brokerage. Instead, that company will be looking out for the buyer and **UNITED EDGE REAL ESTATE & AUCTION CO., LLC** will be representing your interests.

When acting as a buyer's agent, **UNITED EDGE REAL ESTATE & AUCTION CO., 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. (Effective: 9/29/11)

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.

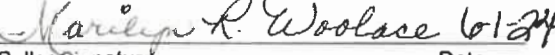
ADVERTISING CONSENT

Seller ☒ DOES or ☐ DOES NOT consent to Internet advertising along with appropriate newspapers and paper media.

A full copy of our Office Policy can be made available to you upon request. The full Office Policy gives an entire account of how agents/brokers do work.

 dotloop verified
06/01/24 10:41 PM AKDT
WJLT-EP5Z-W1GT-WDR1

Seller Signature _____ Date _____

 6-1-24
Seller Signature _____ Date _____

Buyer Signature _____ Date _____

Buyer Signature _____ Date _____

 6-1-24
Agent/Broker _____ 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: 303 W. North St., West Unity, OH 43570

Buyer(s): _____

Seller(s): James L. & Marilyn R. Woolace

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) Bartley Westfall and real estate brokerage United Edge 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:

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





UNITED EDGE
REAL ESTATE AND AUCTION CO., LLC

UNITED EDGE REAL ESTATE & AUCTION CO., LLC

Bartley Westfall, Auctioneer
Darren Bok, CAI, CAS, Broker, Auctioneer
PO Box 425 153 N. Michigan Ave.
Edgerton, OH 43517

Phone: 419-298-1100 Fax: 419-298-1102

UnitedEdgeUE.com



OFFER TO PURCHASE AT AUCTION

Buyer's names as to appear on deed:

The undersigned, hereinafter called the Purchaser, hereby offers and agrees to purchase from the Seller the following described premises: **303 W North Street, West Unity, OH 43570, Williams Co. parcel: 074-050-37-005.000** 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 purchaser agrees to pay and the Seller agrees to sell said premises for the sum of _____ (\$ _____).

1. The sum of _____ (\$ _____) non-returnable earnest money deposit to apply on the said purchase price is hereby deposited in trust with **DARREN BOK**, Broker. In the event purchaser defaults under any of the terms of this contract the earnest money deposit shall be treated as partial damages due seller.
2. This property is being purchased in its present physical condition after examination by the undersigned Purchaser, and the Purchaser is relying solely upon such examination with reference to condition, value, character and size of the property and improvements and fixtures, if any, and is not relying upon facts as set forth in any Realtor information sheet.
3. The property passing under this contract shall include the following now on the premises, in their present condition; all buildings, fixtures, electrical, heating, plumbing, kitchen, and bathroom fixtures, all window and door shades, blinds, awnings, screens, storm sash, shutters, curtain and drape rods, T.V. antenna, linoleum and all landscaping and any household appliances remaining and/or sold under the terms of this contract are sold "AS IS" and neither Seller nor his Agents are responsible as to condition or operating capabilities and there are NO HOME WARRANTIES; _____.
4. **Title Evidence.** Seller shall furnish the Buyer a commitment for title insurance policy. Such title evidence shall be prepared and issued by **Title Assurance Group Ltd.** Seller shall pay for the costs of title search and examination as well as the premium cost of the owner's policy of title insurance based upon the purchase price. All other title insurance costs and expenses shall be paid by Buyer. If the title evidence reveals a material defect, Seller shall have 30 days after demand by Buyer to remove such defect and closing shall be delayed accordingly. If Seller is unable or unwilling to remove such defect, Buyer may accept title to such defect or may terminate this agreement and be entitled to a return of their earnest money.
5. Any other Title insurance fees or searches, closing fees & costs are buyer(s) responsibility. **Seller shall be responsible to pay for the conveyance fee to the County Auditor and Realtor Commission as agreed by their Auction Contract.**
6. Taxes and assessments, interest on any mortgage to be assumed and rents, if any, shall be pro-rated to the date of delivery of the deed for the subject premises. In pro-rating taxes and assessments, the latest available rates and valuations shall be used. ALL CAUV RECOUPMENT WILL BE BUYER'S RESPONSIBILITY, IF APPLICABLE. Seller shall pay all accrued utility bills to the date delivery of the deed or date of vacating, whichever is later.
7. Possession and occupancy of the premises shall be delivered to the Purchaser at closing.
8. Seller shall deliver to Purchaser a good and recordable warranty deed with appropriate release of dower conveying a good and marketable title to the subject premises to the Purchaser free and clear of all liens, except: taxes and assessments, both general and special from the date of closing and thereafter, restrictions and conditions of record, easements of record and zoning ordinances. Seller shall also be liable to pay for any natural gas line leaks that need to be repaired and any other compliances requirements as required by the gas and other utility companies at the time of transfer of utilities.
9. Seller shall furnish and pay for a Warranty Deed.
10. The closing or escrow shall be at **Title Assurance Group Ltd** and all funds and documents necessary to the completion of this transaction shall be delivered to the office at least 24 hours prior to closing .

11. If any buildings or other improvements on the subject premises are substantially damaged or destroyed prior to the deed to the Purchaser, then the said Purchaser shall have the option of accepting the proceeds of any insurance payable as a result of such damage or destruction or of terminating this contract on which latter case all funds and documents shall be returned to the parties depositing them and this contract shall be null and void. Purchaser must make such election within fifteen (15) days after receiving notice of such damage or destructions.
12. The parties hereto agree to save UNITED EDGE REAL ESTATE & AUCTION CO., LLC – DARREN BOK, Broker (Realtor) his or its agents or employees harmless from any liability resulting from any incorrect information obtained from courthouse records, utility companies or misrepresentation made by the parties hereto.
13. The deposit on the purchase price is to be refunded if this offer is not accepted within the time herein provided. If the Seller's 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 Purchaser, all funds and documents shall be returned to the parties depositing them and this contract is null or void.
14. This offer is open for acceptance to and including August 13, 2024 and upon such acceptance, it shall become binding upon and accrue to the Purchaser and the Seller and their respective heirs, executors and administrators and assigns. It is understood that the within contract contains agreed upon between the parties and there are no outside conditions, representations, warranties or agreements. Each party hereby acknowledges receipt of a copy of this contract. This contract shall be governed by the laws of the State of Ohio. Time is of the essence in all provisions of this contract.
15. Addendums attached to this Offer to Purchase are (X) Agency Disclosure Form, (X) Lead Based Paint, (X) Property Disclosure Exemption, (X) Consumer Guide. If others, please specify _____.
16. Ohio's Sex Offender Registration and Notification Law: Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community if certain sex offenders, as defined in ORC Section 2950, reside in the area. The notice provided by the sheriff is public record and is open to inspection under Ohio's Public Records Law. Therefore, you can obtain information from the sheriff's office regarding the notices they have provided pursuant to Ohio's sex offender notification law. The seller certifies that he/she has not received notice pursuant to Ohio's sex offender notification law, unless noted: _____. The Purchaser acknowledges that the information disclosed above may no longer be accurate and agrees to make inquiry with the local sheriff's office. If the 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 real estate agent involved in the transaction.
17. Civil Rights: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the ORC 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 ORC, 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.

Purchaser Signature

Address

Telephone

Date

Purchaser Signature

Address

Telephone

Date

DEPOSIT RECEIPT

Receipt is hereby acknowledged as agent for the Seller of \$ _____ deposit of earnest money subject to terms of the within contract. All earnest monies will be deposited upon acceptance of this contract in listing Brokers Trust Account.

Accepted for UNITED EDGE REAL ESTATE & AUCTION CO., LLC, by, Darren Bok Broker/Realtor, Edgerton, Ohio.

OFFER ACCEPTANCE

I/We hereby accept the above offer and agree to all of the terms thereof and further agree to pay United Edge Real Estate & Auction Co., LLC/Darren Bok, Broker, as sole procuring agent in this transaction the sum of as agreed as a fee for professional real estate services rendered herein.

Seller Signature

Address

Telephone

Date

Seller Signature

Address

Telephone

Date