

ABSOLUTE LAND AUCTION

12532 Lockwood Rd.
Sherwood, OH 43557

Thursday,
Mar. 20th @ 5:30 pm

Defiance County
Mark Twp
Central Local Schools

FARMLAND – BUILDING SITE - RECREATIONAL

Auction Held On Site - Online Bidding Available

10+/- acres of farmland or potential building site. Great country setting with excellent potential as a future building site w/ approx. 710-ft. of road frontage along Lockwood Road.

Defiance Co. Parcel:
G19-0013-0-001-00

Annual Taxes:
\$433.38



www.BuyWithUnited.com

Properties are sold as is, where is with no warranties expressed or implied. Purchaser will enter into a cash purchase contract that is not contingent upon financing. Please have your financing lined up before the auction. 10% non-refundable down payment due at end of auction. Balance due at closing on or before 30 days. Online bidders will have until 12 pm ET the day after the auction to submit funds. Property is selling subject to easements, leasehold interests, mineral and/or oil and gas interests, right-of-ways, and building, use and zoning restrictions, if any. Bidders should inspect property and review all pertinent documents and information available as each bidder is responsible for evaluation of the property and shall not rely upon the Seller, Broker, or Auctioneer. All acreages are approximate and have been estimated based on current legal descriptions and/or aerial photographs. All information contained in the brochure is subject to the terms and conditions of sale in the Purchase and Sales Agreement. Seller, Broker and Auctioneer assume no liability for the brochure's accuracy, errors, or omissions. Any CAUV recoup and/or CRP payback will be the BUYERS' responsibility, if applicable. 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 per local method for the subject premises. All statements made day of auction take precedence over all printed and previously released information.



UNITED EDGE
REAL ESTATE AND AUCTION CO., LLC

419-298-1100

Broker & Auctioneer: Darren Bok
Owner: Estate of Rachel L. Kroterfield, Defiance Co. Probate # 21189,
Vincent Kroterfield Exec., Ryan Breininger Atty. Newcomer, Shaffer,
Spangler & Breininger Law Office

Customer Full

Darren Bok

Land

03/03/2025 9:52:12 AM



MLS#: **6126278** St: **Active** LP: **\$0**
Cat: **LND**
Addr: **12532 Lockwood Road** Zip: **43556**
City: **Sherwood** County: **DEFIANCE** DOM: **10**
Twtnshp:
Legal: **SECTION 13 N1/2 NE**
Parcel: **G19-0013-0-001-00** Zoning:
Lot Size: **438,649** Acres: **10.07000**
Parcel Type: **Agriculture** Subdiv: **None**
Location: **Rural**
School Dist: **Central Local**
ElemSch: **Fairview** HighSch: **Fairview**
Directions: **North of Sherwood, OH on 127, then West on Lockwood for approx. 1.5 miles.**
Recent: **02/21/2025 : NEW**

Annual Assoc Fee:
Homestead Exempt:
Auction: **Y** Auction Date: **03/20/25** 6MOS Gen Tax: **\$216.69**
Lot Rent: 6MOS Spc Tax: **\$7.10**
6MOS Tot Tax: **\$223.79**

Farm Descriptions

Tillable Acres: 8.00	Ascs Yld:	House:	Rooms:
Wooded Acres:	Ascs Yld:		Bedrooms:
Pasture Acres:	Tilled:		Baths:
Wasteland Acres:	CRP:	Wetland:	Year Built:
Soil Type:		CAUVPA 116 YN:	CAUV Amount:

Trees: Other	Wtr Acc: None
Rdsurf: Paved	Wtr: None
RdFrnt: County	Swr: None
Topogr: Level	Optn: None
Util: None	Ownr Stat:
LotD: Buildable, Rural, Tillable	
Bldgs: None	
Misc: None	
PosUse: Agriculture, Single	
DevSta: Other	
InfoAv: Aerial	
Terms: Cash, Conventional	
Interior/Exterior – Video/Audio Equipment: No	

Remarks: **Live Land Auction - Thursday, March 20 @ 5:30 pm. Auction held on-site. Online bidding available. 10+/- acres to add to you farming portfolio or as a future building site. Property sold as is. 10% non-refundable down payment due at conclusion of auction, balance at closing on or before 30 days.**

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

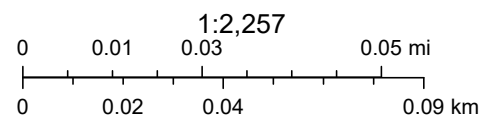
Information herein deemed reliable but not guaranteed.

ArcGIS Web Map



3/18/2025, 12:07:38 PM

Parcels



Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

Defiance County OH
Auditor's Office

G19-0013-0-001-00

2/5/2025



Jill R. Little
County Auditor
Defiance County, Ohio
auditor.defiance-
county.com

MOST RECENT PHOTO



LEGAL

OWNER	KROTERFIELD RACHEL		
ADDRESS	12532 LOCKWOOD & 12614		
DESCRIPTION	SECTION 13 N1/2 NE		
SCHOOL DIST	CENTRAL LSD	TAX DIST	G19
ACREAGE	10.0700		

VALUATION

	APPRAISED	ASSESSED
LAND	\$35,990.00	\$12,600.00
IMPROVEMENTS	\$0.00	\$0.00
CAUV	\$0.00	\$0.00
TOTAL	\$35,990.00	\$12,600.00

TAXES

TAXABLE VALUE	\$12,600.00
ROLLBACKS	NONE
HALF (1ST / 2ND)	\$223.79 / \$223.78
YEAR (TOTAL / BALANCE)	\$1,198.15 / \$0.00

SPECIAL ASSESSMENTS

COUNT	1
DELINQUENT / BALANCE	\$28.38 / -\$5.28
TOTAL / BALANCE	\$14.19 / \$14.18

MOST RECENT SALES

DATE	BUYER	SELLER	# PARCELS	PRICE	VALIDITY
1/1/1997	KROTERFIELD RACHEL		0	\$0.00	UNKNOWN
1/1/1992	BREININGER LUCILLE	BREININGER LUCILLE	0	\$0.00	UNKNOWN

LAND

CODE	FRONTAGE	DEPTH	ACREAGE	SQFT	VALUE
0	0	0	9.4700	0	\$35,990.00
0	0	0	0.6000	0	\$0.00

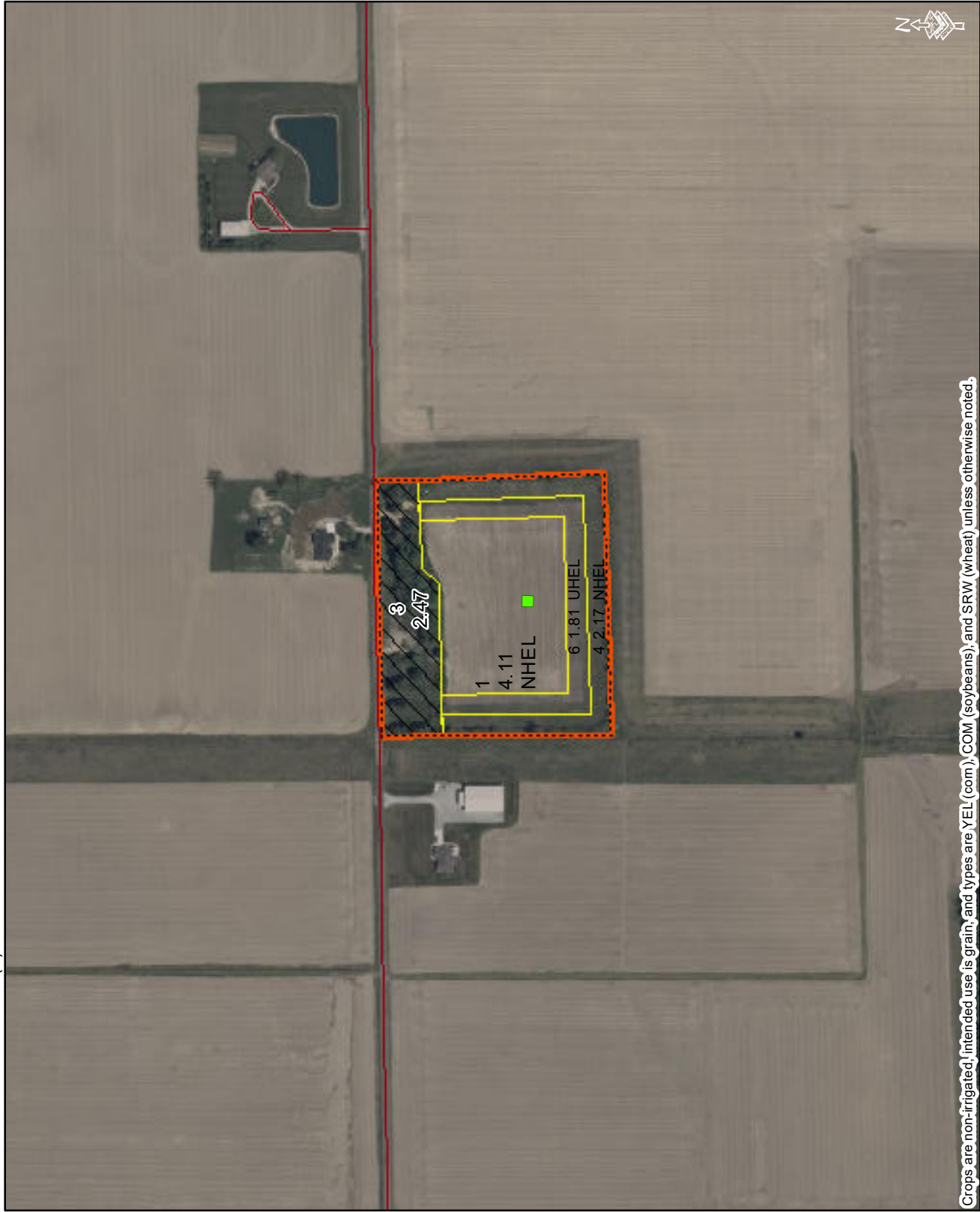
IMPROVEMENTS



Defiance County, Ohio
06879 Evansport Road Suite D
Defiance, Ohio 43512
419-782-4781 (P)

2025 Program Year

Farm 7678
Tract 1955



Crops are non-irrigated, intended use is grain, and types are YEL (corn), COM (soybeans), and SRW (wheat) unless otherwise noted.

Tract Cropland Total: 8.09 acres

1:4,800

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).

- Common Land Unit**
- Non-Cropland
 - Cropland
 - CRP
 - Tract Boundary

Wetland Determination Identifiers

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

Map Created January 21, 2025

NOTES:

OHIO
DEFIANCE

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 7678

Prepared : 2/12/25 7:29 AM CST

Crop Year : 2025

Operator Name :
CRP Contract Number(s) : None
Recon ID : 39-039-2012-116
Transferred From : None
ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
10.56	8.09	8.09	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland		Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	8.09		0.00		0.00	0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	WHEAT, CORN, SOYBN	None

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	0.70	0.00	41	
Corn	2.80	0.00	119	
Soybeans	4.60	0.00	37	
TOTAL	8.10	0.00		

NOTES

Tract Number : 1955

Description : SEC 13 ON LOCKWOOD RD MARK TWP
FSA Physical Location : OHIO/DEFIANCE
ANSI Physical Location : OHIO/DEFIANCE
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Tract contains a wetland or farmed wetland
WL Violations : None
Owners :
Other Producers :
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
10.56	8.09	8.09	0.00	0.00	0.00	0.00	0.0



Abbreviated 156 Farm Record

Tract 1955 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	8.09	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	0.70	0.00	41
Corn	2.80	0.00	119
Soybeans	4.60	0.00	37
TOTAL	8.10	0.00	

NOTES

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In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.



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 sellers 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
02/11/25 8:19 AM EST
WQMP-VELG-VEHR-HN9N

Seller SignatureDate

Seller SignatureDate

Buyer SignatureDate

Buyer SignatureDate

Darren Bok

dotloop verified
02/11/25 11:37 AM EST
TGUL-RF20-WE4U-IXVT

Agent/BrokerDate



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: 12532 Lockwood Rd, Sherwood, OH 43556

Buyer(s): _____

Seller(s): Vincent Kroterfield, Executor for Rachel L. Kroterfield Estate

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____.

AGENT(S)

BROKERAGE

The seller will be represented by _____, and _____.

AGENT(S)

BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

- ☐ Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the 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) Darren Bok and real estate brokerage United Edge Real Estate & Auction Co 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

BUYER/TENANT DATE

Ust K
SELLER/LANDLORD DATE

SELLER/LANDLORD DATE

dotloop verified
02/11/25 8:19 AM EST
CSWR-03KZ-KD7H-SHKT

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 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 broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another 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 an attorney or 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

Darren Bok, CAI, CAS, Broker, Auctioneer
PO Box 425 153 N. Michigan Ave.
Edgerton, OH 43517
Phone: 419-298-1100 Fax: 419-298-1102
darren@unitededgeue.com
UnitedEdgeRealEstateAndAuction.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: _____ 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 _____. 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 on or before _____. Farming rights will be granted on farmable tracts before closing with down payment and proof of financing.
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 the law office, title agency or office of buyer's choice, and all funds and documents necessary to the completion of this transaction shall be delivered to the office on or before _____.

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 _____ 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 (1) Agency Disclosure Form, (2) Lead Based Paint, (3) Property Disclosure, (4) 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