

# MEMORANDUM OF AUCTION SALE

You (aka "Purchaser") have agreed to purchase real estate through an On-Line auction proceeding. This memorialization will outline the terms of your agreement to purchase.

## **SECTION ONE-SALE**

You have agreed to purchase real property from Gail Layman Executor for the Mary Catherine Littlejohn Estate. The real property is located in Sidney Ohio and is known as Shelby County Auditor's parcel #'s 48-18-08-400-006 AKA 10901 Mason Rd. Sidney, Ohio, to contain 5.349+- acres along with all improvements. The property was purchased in "As Is Where-Is" condition without warranties or representations; you are relying solely upon your examination of the premises with reference to condition, structural fitness, future use, value, character, and size per the posted terms.

## **SECTION TWO-PURCHASE PRICE AND CLOSING**

Your accepted bid was ( \$ \_\_\_\_\_ ) plus a buyers premium of ( \$ \_\_\_\_\_ ), for a total contract price of ( \$ \_\_\_\_\_ ) payable by you as follows:

- A. A non-refundable deposit of ( \$ 5,000.00 ) shall be made payable to Lawyers Title Agency within 24 hours of acceptance of this agreement and shall be returned to Purchaser upon successful closing.
- B. The purchase price, namely \_\_\_\_\_ AND 00/100 DOLLARS ( \$ \_\_\_\_\_ ) will be due and payable by certified funds on closing of this transaction.

The closing date of this transaction shall be on or before December 8<sup>th</sup> 2020. Closing for this transaction shall be held at Lawyers Title Agency Sidney, Ohio. All closing costs shall be the responsibility of Purchaser.

## **SECTION THREE - POSSESSION**

Seller shall deliver full possession to the property upon successful closing.

## **SECTION FOUR – SALE CONTINGENCIES**

Your agreement to purchase the Premises is subject to no contingencies, (including Financing) and is sold as-is with NO warranties of any type.

## **SECTION FIVE – REAL ESTATE TAXES AND TRANSFER FEES**

All real estate taxes and assessments shall be prorated to date of closing using the long proration tax method. Purchaser shall be responsible for all transfer fees, and deed stamps as required to the Shelby County Auditor.

## **SECTION SIX – AGENCY**

Under Ohio law, Justin Vondenhuevel CAI, as the auctioneer, and Gay Smith/Associates Realty as Broker, are agents of the seller exclusively.

## **SECTION SEVEN – TITLE AND DEED**

At closing, Seller shall convey marketable title to you by a transferrable and recordable general warranty deed. The title to be free and clear of all liens and encumbrances, except the following:

- A. Real estate taxes and assessments which are a lien but not yet due and payable;
- B. Easements and restrictions of record; and
- C. Zoning, building and other laws, codes and ordinances.

If the Seller's title is found to be defective, the defect shall be remedied within (60) days. If this cannot be done, then, at the option of Purchaser, the deposit shall be returned and the auction sale terminated.

## **SECTION EIGHT – DEPOSIT**

You have deposited with Lawyers Title Agency the sum receipted for in Section Two hereof. Lawyers Title Agency shall deposit such amount in its trust account to be dispersed, subject to collection, as follows: (a) deposit shall be returned to Purchaser at closing; or (b) if you fail or refuse to perform, this deposit will be paid to the Seller; or (c) if Seller is unable to provide marketable title as provided in Section Seven, then the deposit shall be paid to you if you elect to cancel as a result thereof.

**SECTION NINE – LEAD BASED PAINT**

Purchaser hereby agrees to waive the opportunity to conduct a risk assessment or inspection for the presence of lead based paint and or lead based paint hazards and further acknowledges that Purchaser has received the pamphlet “Protect Your Family From Lead in Your Home”.

**SECTION TEN – ENTIRE AGREEMENT**

The terms of the auction as set forth on the website, are all the terms and conditions and constitute the entire contract between the parties. Any additional or changes thereto shall be in writing signed by both parties.

Acknowledged by the parties on the   28  th.   day of   October  ,2020.

SELLER: \_\_\_\_\_

MAKE DEED TO: \_\_\_\_\_

( ) Joint tenancy with rights of survivorship ( ) Tenancy in Common ( ) Sole ownership ( ) TBD

PURCHASER:

\_\_\_\_\_  
\_\_\_\_\_

ADDRESS

PHONE

\_\_\_\_\_

\_\_\_\_\_

JUSTIN VONDENHUEVEL CAI:  
Listing Auctioneer/Realtor Gay Smith/Associates Realty  
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