

# SHERIDAN & ASSOCIATES

AUCTIONEERS, REAL ESTATE BROKER, APPRAISERS, LLC

(937) 767-2021

www.SheridanTeam.com



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Cedarville, OH 45314  
(937) 767-2021 (Voice)  
(937) 767-1616 (Fax)

E-mail: [Info@SheridanTeam.com](mailto:Info@SheridanTeam.com)  
[www.SheridanTeam.com](http://www.SheridanTeam.com)

Dear Prospective Bidder:

We thank you for your interest in the upcoming public auction of the property located at **794 Eden Roc Drive, Xenia, OH**. The auction method of marketing real property is an exciting sales method and one that has developed into a premier method of marketing real property of all types. We welcome your participation.

Our representatives will be available at the property on **Monday, May 17th, 2010 from 4:00 – 5:30 PM**. Quite often many prospective bidders will arrive at open houses at the same time. If this happens, please do not hesitate to contact us at our office with any questions or concerns you may have. We will also be available to meet with you privately by appointment.

Once again, we welcome your interest in this real property. **Real Estate sells at 12:00 Noon on Thursday, May 27, 2010**. The information you will find in this package is information that will be useful in your evaluation of the real property.

Sincerely,

Bart Sheridan, CAI  
Auctioneer, Realtor®

# NORTH XENIA HOME

3-BR Brick Ranch

Antiques & Collectibles ♦ Household Goods

Thursday ♦ May 27 ♦ 12:00 Noon

**Located:** 794 Eden Roc Dr, Xenia, OH. From N Detroit St (US 68), take E Church St to north onto N Monroe. Go E/NE onto Marshall Dr, E onto Hamlet & N onto Eden Roc.

*For further information call or visit us on the web*

[www.SheridanTeam.com](http://www.SheridanTeam.com)

**Great Opportunity in North Xenia**

Well-maintained 3-bedroom/2 bath brick ranch in north Xenia will serve your needs well. Includes nice large garage with new overhead door to be installed prior to auction. **Very reasonable minimum bid.** Join us for the opportunity to bid on this nice property.

**Visit us on the web or contact Auction Agents for complete Bidder Package.**



Real Estate Sells at Noon

**OPEN HOUSE:**  
MON ♦ MAY 17 ♦ 4:00-5:30 PM

**Bidding Procedure:** The property sells to the highest bidder subject to reasonable reserve.

**Acceptance of Bid Prices:** The successful bidder will sign *Confirmation of Sale Agreement* at the auction site immediately following close of bidding.

**Down Payment:** \$5,000 as down payment day of auction upon signing of *Confirmation of Sale Agreement*; balance due at closing. Bidding IS NOT CONDITIONAL UPON FINANCING.

**Real Estate Taxes:** Taxes will be prorated to date of closing using short pro-ration method.

**Closing Date:** On/before July 2, 2010. Purchaser will pay customary portion of closing costs at closing.

**Possession:** Date of closing.

## REAL ESTATE SALE TERMS

**Agency:** Sheridan & Associates, Auctioneers, Real Estate Broker, Appraisers, LLC and its representatives are Exclusive Sales Agents for the Seller.

**Disclaimer and Absence of Warranties:** All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the *Confirmation of Sale Agreement*. Announcements made by the Auctioneer at the time of the Auction will take precedence over any previously printed or oral information. The property is sold on an "AS IS, WHERE IS" basis, and no warranties or representations, either expressed or implied, concerning the prop-

erty are made by the Seller or the Auction Company. Each bidder is responsible for conducting his/her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is believed to be accurate, but is subject to verification by all parties relying on it. Neither the Seller nor the Auction Company assumes liability for its accuracy, errors, or omissions. Conduct at the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Seller and the Auction Company reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, legal capacity, etc. All decisions of the Auctioneer are final.

## Personal Property Sells at 10:00 AM

**Antique & Collectibles:** Early cherry Sheraton 4-drawer chest; walnut Victorian marble top parlor table; early cherry drop leaf table; walnut game table; oak library table; Victorian washstand; early cherry 1-drawer stand; walnut Victorian parlor chair; walnut Victorian 2- over 3-drawer dresser w/mirror; mahogany cedar chest; mahogany 3-drawer night stand; (4) walnut Victorian dining chairs w/pineapple carved backs; ash dining table; rockers; large beveled mirror; cast iron fireside bench; early splint basket; antique books; 4-quart butter churn; crocks; milk pitcher; cast iron items; old photo album; Victorian celluloid box; military items; primitive kitchen items; Xenia, OH, Hardware Co advertising; Crosley radio; antique books; antique picture frames; 2-gallon butter churn; antique photo album; sheet music; quilts & coverlet; glassware & china; Pyrex mixing bowls; & much more.

**Household Goods:** La-Z-Boy recliner; cherry bed; 3-piece bedroom suite w/bed, dresser w/mirror & chest; lighted curio cabinet; sofa & chair; small maple hutch; maple end tables; Panasonic TV; Zenith TV; small maple drop leaf table; twin bed; White sewing machine in cabinet; small curio cabinet; wall shelf; lamps; artwork; kerosene heater; countertop appliances; sewing notions;



linens; everyday glass & china; lawn & garden tools; hand tools; metal shelving; patio furniture; vacuum; & more.

**Terms:** Cash, checks or MC/VISA w/positive ID. 3% convenience fee on credit card purchases. Lunch

ESTATE OF RUSSELL L. MASON

Greene Co Probate No 39843

Wally Mason, Exec; Thomas W. Simms, Atty

**SHERIDAN**  
& ASSOCIATES AUCTIONEERS, REAL ESTATE BROKER, APPRAISERS, LLC

(937) 767-2021


[www.SheridanTeam.com](http://www.SheridanTeam.com)



(Toll Free) 1.866.282.8284

## Client Detail with Addl Pics Report

Listings as of 05/13/10 at 1:32pm

<b>Active 05/06/10</b>	<b>Listing # 470096</b>	<b>794 EDEN ROC DR Dr Xenia, OH 45385-1764</b>	<b>Listing Price: \$80,000(Auc)</b>
	<b>County: Greene</b>	<b>Cross St: Hamlet</b>	
	<b>Prop Type</b>	Residential	<b>Prop Subtype(s)</b> Single Family
	<b>Area</b>	Xenia - Xenia Twp	<b>Subdivision</b> PINECREST GARDENS 5
	<b>Style</b>	Ranch	
	<b>Beds</b>	3	<b>Approx Square Feet</b> 1593
	<b>Baths(FH)</b>	2 (2 0)	<b>Price/Sq Ft</b> \$50.22
	<b>Year Built</b>	1974	
	<b>Parcel ID</b>	M40000200190000800	<b>Lot Acres (approx)</b>
	<b>CDOM</b>	7	



**School District** Xenia City SD

**Directions** From N Detroit St (US 68), take E Church St to north onto N Monroe. Go E/NE onto Marshall Dr, E onto Hamlet & N onto Eden Roc.

**Property Description** Great Opportunity in North Xenia! Well-maintained 3-bedroom/2 bath brick ranch in north Xenia will serve your needs well. Includes nice large garage with new overhead door to be installed prior to auction. Very reasonable minimum bid. Join us for the opportunity to bid on this nice property. AUCTION DATE: Thursday, May 27, 2010 at Noon. PUBLIC INSPECTION: Monday, May 17th from 4:00-5:30 PM. Visit us on the web or contact Auction Agents for complete Bidder Package. List price is suggested price only & is not property's Fair Market Value or expected selling price. Property sells to highest bidder subject to confirmation of Seller.

### Condo Information (Optional)

<b>Municipality</b>	City of Xenia	<b>Semi Annual Taxes</b>	\$656
<b>LConditions</b>	Yes	<b>Assessments</b>	NOR
<b>Bus.Distance to Trns</b>	N/A	<b>Lot Dimensions</b>	85'x130'
<b>Room Dimensions</b>		<b>Living Room</b>	20x15 Level: 1
<b>Entrance</b>	0x0	<b>Kitchen</b>	18x8 Level: 1
<b>Dining Room</b>	12x11 Level: 1	<b>Family Room</b>	20x12 Level: 1
<b>Breakfast Room</b>	0x0 Level: N/A	<b>Bedroom 2</b>	13x11 Level: 1
<b>Bedroom 1</b>	10x9 Level: 1	<b>Bedroom 4</b>	0x0 Level: N/A
<b>Bedroom 3</b>	17x14 Level: 1	<b>Rec Room</b>	0x0 Level: N/A
<b>Utility Room</b>	7x5 Level: 1	<b>Study</b>	0x0 Level: N/A
<b>Great Room</b>	0x0 Level: N/A	<b>Conditions</b>	List Conditions, Call Agent
<b>Total Rooms</b>	#8	<b>Acres</b>	0-1/2 Acres
<b>Age</b>	20+ Years	<b>Occupancy</b>	At Closing
<b>Available Financing</b>	Conventional	<b>Construction</b>	Brick
<b>Levels</b>	1 Story	<b>Garage</b>	2 Car, Attached
<b>Rooms</b>	Family Room, Dining Room	<b>Cooling</b>	Central
<b>Heating System</b>	Gas Natural, Forced Air	<b>Inside Features</b>	Gas Water Heater
<b>Utilities</b>	City Water, Sanitary Sewer, Storm Sewer		
<b>Zoning</b>	Residential		

**Presented By: Bart K Sheridan**



May 2010

Primary: 937-767-2021 x102  
Secondary: 937-902-6660  
Other:

E-mail: bart@SheridanTeam.com  
Web  
Page: http://www.SheridanTeam.com

**Sheridan & Associates Auctioneers, Real Estate Broker, Appraisers, LLC**

3644 Wilberforce Clifton Rd  
Cedarville, OH 45314  
937-767-2021  
Fax: 937-767-1616

**See our listings online:**  
<http://www.SheridanTeam.com>

Information should be deemed reliable but not guaranteed, all representations are approximate, and individual verification is recommended.  
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**Subject Property**

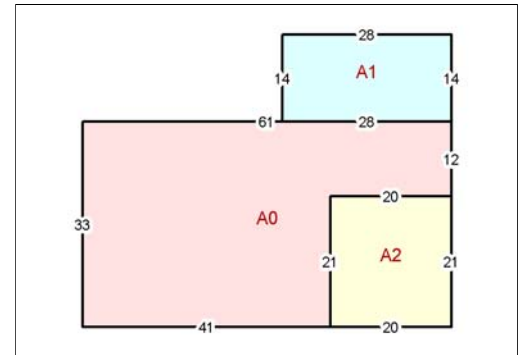
Close Print

Parcel ID: M40000200190000800  
 Owner Name: MASON RUSSELL L  
 Property Address: 794 EDEN ROC DR  
 Mailing Address: 1040 N CASS ST #902  
 MILWAUKEE WI 53202  
 Legal Description: PINECREST GARDENS 5 ALL  
 LOT 73  
 794 EDEN ROC DR  
 Taxing District: XENIA CITY  
 Acres:  
 Class: RESIDENTIAL  
 Land Use: R - SINGLE FAMILY DWELLING, PLATTED LOT  
 Neighborhood Code: 00164000  
 Zoning: NO ZONING DATA AVAILABLE  
 Delinquent Taxes Due: \$0.00



**Residential Overview**

Card #: 1	Sq. Feet: 1593	Year Built: 1974
Stories: 1	Exterior Walls: BRICK	Style: RANCH
Rooms: 6	Bedrooms: 3	Family Room: 1
Full Baths: 1	Half Baths: 0	Additional Fixtures: 2
Fireplaces:	Basement: NONE	Fin Bsmt Area:
Rec Room Area:	Unfinished Area:	Attic: NONE
Heat/Air: CENTRAL AIR CONDITION	Fuel Type: GAS	



**Improvement Details - Additions**

Lower Desc.:	First Desc.:	Second Desc.:	Third Desc.:	Area:	Value:
	MAS STOOP/TERRACE	CANOPY		392	\$10,400
	MASONRY GARAGE			420	\$15,400

**No Improvement Details - OBYS found.**

**Land Details**

Type:	Desc:	Effective Frontage:	Depth:	Sq. Footage:	Acres:	Value:
FRONT FOOT	Regular	85	130	11050	0.2537	\$22,100

**Value Details**

Values	Appraised	Assessed (35%)
Improvement Value:	\$87,760	\$30,720
Land Value:	\$22,100	\$7,740
Total Value:	\$109,860	\$38,460
CAUV (Farm) Value:	\$0	\$0

**Taxes**

Taxes	Delinquent	1st Half	2nd Half
Real:	0	656.23	656.23

Special:	0	0	0
Total:	0	656.23	656.23
Total Tax:			1312.46
Due:			656.23

**Sales Details**

Sale Date:	Sale Type:	Validity:	Sale Amount:	Transfer No.:
9/16/1999	LAND & BUILDING	RELATED INDIVIDUALS OR CORPORATIONS	\$0	4252

## ***WHAT YOU CAN EXPECT AS A BIDDER . . .***

### **1. *How do I bid?***

A simple nod of the head, a raise of your arm or bid card, or any other intentional movement will be accepted as a bid. Our best advice is to talk to one of the auctioneers prior to the auction and to express your desire to bid.

### **2. *What is the Property Worth?***

The Property is worth what a knowledgeable Buyer will pay and a willing Seller will accept. We will attempt to the best of our ability to provide you with the information needed to determine how the property compares to other properties that have sold in the area or similar market. Decide what the property is worth to you and be sure to have access to the funds necessary to complete the transaction, with a loan confirmation if necessary. Ultimately the public appraises the property on the day of the sale.

### **3. *What Can I Expect at a Real Estate Auction?***

You can typically expect the property to be sold. We will start the auction at the scheduled time and spend an appropriate amount of time making opening announcements and discussing the purchase terms of the auction. You should feel free at that time to ask any questions that you may have regarding the property, the method of auction, or any other matters pertaining to the sale. If you have a question during the auction, please address your question to one of the auction bid assistants and they will be happy to assist you. Buying real estate at auction is very similar to buying antiques at auction – just a little more money!

If dual agency occurs you will be asked to consent to it in writing. If you do not agree to your agent acting as a dual agent, you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties Sheridan & Associates has listed. In that instance Sheridan & Associates 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**

Sheridan & Associates does offer representation to both buyers and sellers. When Sheridan & Associates lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. Sheridan & Associates 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 Sheridan & Associates 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 Sheridan & Associates will be representing your interests.

When acting as a buyer's agent, Sheridan & Associates 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, 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.



## **CONSUMER GUIDE**

### **TO AGENCY**

### **RELATIONSHIPS**



We are pleased you have selected Sheridan & Associates to help you with your real estate needs. Whether you are selling, buying or leasing real estate, Sheridan & Associates can provide you with 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 agents can offer and their options for working with you.

For more information on agency law in Ohio you can also contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or on their website [www.com.state.oh.us](http://www.com.state.oh.us).

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, acknowledging receipt of this Consumer Guide. Doing so will not obligate you to work with our company if you do not choose to do so.

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Signature Date

### **Representing 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, promote the seller's best interests, disclose material facts 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 "subagency" 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 a 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.

### **Dual Agency**

Occasionally the same agent and brokerage who represents the seller also represents 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 confidential information of both parties.

### **Working With Sheridan & Associates**

Sheridan & Associates does represent both buyers and sellers. When Sheridan & Associates lists property for sale all agents in the brokerage represent the seller. Likewise when a buyer is represented by a Sheridan & Associates agent, all of the agents represent that buyer. Therefore, when a buyer represented by a Sheridan & Associates 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 seller are represented by Sheridan & Associates agents these agents and Sheridan & Associates will act as dual agents but only if both parties agree. As dual agents they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms 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.



# 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: \_\_\_\_\_

Buyer(s): \_\_\_\_\_

Seller(s): \_\_\_\_\_

## 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) \_\_\_\_\_ and real estate brokerage \_\_\_\_\_ 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 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.

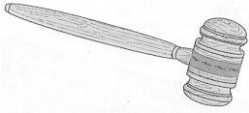
**Responsibilities of the Parties:** The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express 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, 20<sup>th</sup> Floor  
Columbus, OH 43215-6133  
(614) 466-4100





# SHERIDAN

## & ASSOCIATES

AUCTIONEERS, REAL ESTATE BROKER, APPRAISERS, LLC

(937) 767-2021

www.SheridanTeam.com

AUCTION COMMISSION PARTICIPATION FORM  
**\*\*\*FOR LICENSED REAL ESTATE AGENTS ONLY\*\*\***

1. The licensee must be actively licensed in the state in which the auction takes place. No commission will be shared with a non-licensed individual or firm.
2. The participating licensee **must register** his/her prospective bidder, on this approved form, prior to the prospective bidder's inspecting the property or making contact concerning the auction through SHERIDAN & ASSOCIATES, Auctioneers, Real Estate Broker, Appraisers, LLC.
3. The participating licensee must attend all viewings of property and the Auction with the prospective bidder and follow through to closing, to share a commission.
4. The participating licensee must register the prospective bidder at least **24 hours prior** to the Auction.
5. The participating licensee acknowledges receipt of this Agreement and of Auction Bidder Package.
6. This Agreement must include a signed **Agency Disclosure Statement** showing participating licensee as a buyer-broker. No Sub-Agency Disclosure Forms will be accepted.
7. The participating licensee must submit on this form on Item 8 below an **opening bid** on his/her client's behalf. If no opening bid is submitted with this form, a one percent (1%) commission (less pro-rated share of advertising and promotion expenditures) will be paid to the participating licensee.
8. Commission participation on this property will be offered to the successful bidder's representative based on the following scale:  
**3% OF YOUR BIDDER'S WRITTEN OPENING BID OF \$ \_\_\_\_\_ (THIS LINE MUST BE COMPLETED)**  
**1% OF EACH DOLLAR BID THEREAFTER**  
**LESS PRO-RATA SHARE OF ADVERTISING AND PROMOTION EXPENDITURES**, if the prospective bidder becomes the successful bidder and closes promptly subject to the terms and conditions as announced or amended on Auction day.

**PLEASE NOTE:** SHERIDAN & ASSOCIATES is happy to split a commission with any Broker who develops a purchaser for this auction; however, we do reserve the right to disallow commission participation for any purchaser with whom we have already developed contact prior to the submission of this form, and, in particular, when the purchaser (during communications with Sheridan & Associates) did not declare representation by a qualified Agent or Broker.

**Property Identification:** 794 EDEN ROC DRIVE  
XENIA, OH 45385

**Auction Date:** THURSDAY, MAY 27, 2010  
ON-SITE

(please indicate)

\_\_\_\_\_  
 Prospective Bidder (Print)

\_\_\_\_\_  
 Prospective Bidder (Signature)

\_\_\_\_\_  
 Participating Licensee (Print)

\_\_\_\_\_  
 Participating Licensee (Signature)

Real Estate Company \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

Time: \_\_\_\_\_

This agreement accepted by SHERIDAN & ASSOCIATES, Auctioneers, Real Estate Broker, Appraisers, LLC this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

By: \_\_\_\_\_, Member

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

**Lead Warning Statement**

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)   N/A   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. 4852d 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.

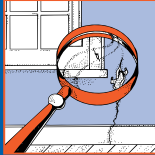


_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

## Simple Steps To Protect Your Family From Lead Hazards

### If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.

Recycled/Recyclable  
Printed with vegetable oil based inks on recycled paper  
(minimum 50% postconsumer) process chlorine free

## Protect Your Family From Lead In Your Home

**EPA** United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

## Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



**OWNERS, BUYERS, and RENTERS** are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**LANDLORDS** have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



**SELLERS** have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



**RENOVATORS** disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

## IMPORTANT!

### Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

## Lead Gets in the Body in Many Ways

### Childhood lead poisoning remains a major environmental health problem in the U.S.

### Even children who appear healthy can have dangerous levels of lead in their bodies.

#### People can get lead in their body if they:

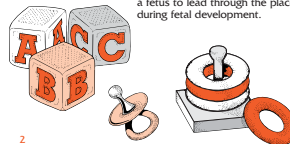
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

#### Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

#### Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



## Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

#### In children, lead can cause:

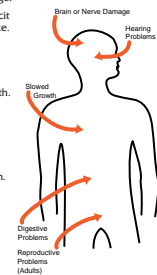
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

#### In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



Lead affects the body in many ways.

## Where Lead-Based Paint Is Found

**In general, the older your home, the more likely it has lead-based paint.**

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

## Checking Your Family for Lead

**Get your children and home tested if you think your home has high levels of lead.**

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan. Your doctor can explain what the test results mean and if more testing will be needed.

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## Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged)** is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors.
- ◆ 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills.

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

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**Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.**

## Checking Your Home for Lead

**Just knowing that a home has lead-based paint may not tell you if there is a hazard.**

You can get your home tested for lead in several different ways:

- ◆ A **paint inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

**Home test kits for lead are available, but may not always be accurate.** Consumers should not rely on these kits before doing renovations or to assure safety.



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## What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



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## Reducing Lead Hazards In The Home

**Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

Always use a professional who is trained to remove lead hazards safely.



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In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.

- ◆ To **permanently** remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors;
- ◆ 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills; and
- ◆ 400  $\mu\text{g}/\text{ft}^2$  for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

## Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure Reducing Lead Hazards When Remodeling Your Home. This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



**If not conducted properly, certain types of renovations can release lead from paint and dust into the air.**



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## Other Sources of Lead



◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

**While paint, dust, and soil are the most common sources of lead, other lead sources also exist.**



◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.

◆ **Old painted toys and furniture.**

◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**

◆ **Lead smelters** or other industries that release lead into the air.

◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.

◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.



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## For More Information

### The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit [www.epa.gov/lead](http://www.epa.gov/lead) and [www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/).

### EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: [www.cpsc.gov](http://www.cpsc.gov).

### Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at [www.epa.gov/lead](http://www.epa.gov/lead) or contact the National Lead Information Center at **1-800-424-LEAD**.



For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

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## EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

### EPA Regional Offices

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100 (C7)  
One Congress Street  
Boston, MA 02114-2023  
1 (800) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 209, Mail Stop 225  
Edison, NJ 08837-3079  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3 (3WVC33)  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-5000

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (D1-E8)  
77 West Jackson Boulevard  
Chicago, IL 60604-3660  
(312) 886-6003

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-7577

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
(ARTD-RALL)  
901 N. 5th Street  
Kansas City, KS 66101  
(913) 551-2020

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
999 18th Street, Suite 500  
Denver, CO 80202-2466  
(303) 312-6021

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4164

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Toxic Section WCM-128  
1200 Sixth Avenue  
Seattle, WA 98101-1128  
(206) 553-1985

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## CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

### Eastern Regional Center

Consumer Product Safety Commission  
201 Verick Street, Room 903  
New York, NY 10014  
(212) 620-4120

### Western Regional Center

Consumer Product Safety Commission  
1301 Clay Street, Suite 610-N  
Oakland, CA 94612  
(510) 637-4050

### Central Regional Center

Consumer Product Safety Commission  
230 South Dearborn Street, Room 2944  
Chicago, IL 60604  
(312) 353-8260

## HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

### U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW P-3206  
Washington, DC 20410  
(202) 755-1785

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U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207  
U.S. HUD Washington DC 20410

EPA747-K-99-001  
June 2003

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**CONFIRMATION OF SALE**

THIS MEMORANDUM OF SALE AND AGREEMENT, made and entered into at (City) XENIA Ohio, this 27<sup>th</sup> day of MAY, 2010, by and between (Seller): ESTATE OF RUSSELL L. MASON by WALLY MASON, EXECUTOR, hereinafter called the Seller, and (Purchaser): \_\_\_\_\_, of (address) \_\_\_\_\_, Ohio, Home Phone: \_\_\_\_\_ and/or Daytime/Cell Phone: \_\_\_\_\_, email address: \_\_\_\_\_ hereinafter called the Purchaser.

WITNESSETH:

THAT WHEREAS, the Seller has offered for sale and sold at public auction through SHERIDAN & ASSOCIATES, AUCTIONEERS, REAL ESTATE BROKER, APPRAISERS, LLC, Cedarville, Ohio, (Broker) the following described premises: 794 EDEN ROC DRIVE, XENIA, OH 45385 - PID #M40000200190000800, together with all appurtenances and hereditaments thereunto belonging, but subject to all legal highways and existing easements, and WHEREAS, the Purchaser has this day bid in at public auction and has purchased all of said property for the sum of \$ \_\_\_\_\_.

NOW THEREFORE, it is agreed as follows:

1. That Purchaser agrees to pay the sum of \_\_\_\_\_, the receipt of which is hereby acknowledged by the Seller, and the sum of \$ \_\_\_\_\_ **(THE BALANCE DUE)** upon execution of this agreement, on delivery of deed.
2. Upon presentation of this offer, Purchaser has delivered to SHERIDAN & ASSOCIATES, AUCTIONEERS, REAL ESTATE BROKER, APPRAISERS, LLC, the sum of \$5,000.00 as earnest money, to be deposited in the Broker's trust account promptly after acceptance of this offer. The earnest money shall be returned to Purchaser or applied on the purchase price at closing. If the closing does not occur because of Seller's default or because any condition of this Contract is not satisfied or waived, Purchaser shall be entitled to the earnest money. If Purchaser defaults, Seller shall be entitled to the earnest money. The parties acknowledge, however, that the Broker will not make a determination as to which party is entitled to the earnest money. Instead, the Broker shall release the earnest money from the trust account only (a) in accordance with the joint written instructions of Seller and Purchaser, or (b) in accordance with the following procedure: if the closing does not occur for any reason (including the default of either party), the Broker holding the earnest money may notify Seller in writing that the earnest money will be returned to Purchaser unless Seller makes a written demand for the earnest money within 20 days after the date of the Broker's notice. If the Broker does not receive a written demand from the Seller within the 20-day period, the Broker shall return the earnest money to Purchaser. If a written demand from Seller is received by the Broker within the 20-day period, the Broker shall retain the earnest money until (i) Seller and Purchaser have settled the dispute; (ii) disposition has been ordered by a final court order; or (iii) the Broker deposits the earnest money with the court pursuant to applicable court procedures. Payment or refund of the earnest money shall not prejudice the rights of the Broker(s) or the non-defaulting party in an action for damages or specific performance against the defaulting party.
3. This Agreement shall be performed in accordance with Ohio Fair Housing Law (Section 4112.02 (H) of the Ohio Revised Code) and the Federal Fair Housing Law (42 U.S.C.A., Section 3601), pursuant to which it is illegal 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, ancestry, military status as defined in that section, disability, or national origin; or to so discriminate in advertising the sale or rental of housing, in the finance 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.
4. Purchaser acknowledges, where required by law, Purchaser has received a Lead-based Paint Hazard Disclosure \_\_\_\_\_ and a Residential Property Disclosure Form N/A (initial where appropriate to acknowledge receipt).
5. Taxes and Assessments to be pro-rated to date of delivery of deed (short proration) unless otherwise specified in this paragraph \_\_\_\_\_.
6. The Seller agrees to maintain existing fire and windstorm insurance covering buildings on said premises until delivery of deed.
7. The Seller agrees to execute and deliver a good and sufficient **FIDUCIARY** deed with release of dower on or before JULY 2, 2010.
8. The Seller agrees to give possession of said property on **DATE OF CLOSING** \_\_\_\_\_.
9. No other terms, conditions, or qualifications pertaining to this sale transaction were made or expressed except \_\_\_\_\_.
10. The parties agree that they will use their best efforts to amicably resolve any dispute arising out of or relating to this Agreement. Any controversy, claim, or dispute that cannot be so resolved shall be settled by final binding arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Any such arbitration shall be conducted in Greene County, Ohio, unless otherwise mutually agreed upon by the parties. Within fifteen (15) days after the commencement of the arbitration, each party shall select one person to act as arbitrator, and the two arbitrators shall select a third arbitrator within ten (10) days of their appointment. Each party shall bear its own cost and expenses and an equal share of the third arbitrator's expenses and the administrative fees of arbitration.
11. Broker and Auction Co. are licensed by the Div. of Real Estate and Professional Licensing, Dept. of Commerce and are bonded in favor of the State of Ohio.

IN WITNESS WHEREOF, the parties hereunto set their hands this 27<sup>th</sup> day of MAY, 2010.

Seller: \_\_\_\_\_ Purchaser: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

We acknowledge the receipt and escrow holding of \$ \_\_\_\_\_ as indicated in items 1 and 2 above.

**SHERIDAN & ASSOCIATES, Auctioneers, Real Estate Broker, Appraisers, LLC**

By: \_\_\_\_\_, Member